



**TAKE NOTICE THAT A REGULAR MEETING  
OF THE BOARD OF COMMISSIONERS  
OF THE CITY OF PHARR, TEXAS  
WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM,  
118 S. CAGE BLVD., 2ND FLOOR, PHARR, TEXAS  
COMMENCING AT 4:00 PM ON  
MONDAY, JULY 21, 2025**

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

A) Submission of Sales Tax Collection Report for April, May, June and July 2025.

B) Recognition of graduates from the Certified Public Manager Program (CPM).

C) City Events of Interest

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

A) Approval of Minutes for July 07, 2025 - Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.**  
(ADMINISTRATION)

B) Consideration and action, if any, on Ordinance amending Ordinance No. O-2021-09 Standards Manual Construction and Development Guide. **(3rd and Final Reading) This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

C) Consideration and action, if any, amending Resolution No. R-2024-17 for the FY2025 Operation Lone Star Grant Program (Grant #5059901), to include a required assurance clause as requested by the Office of the Governor and to update the certifying City Clerk. **This item supports SSC - Safe and Secure Community.** (POLICE)

D) Consideration and action, if any, on Resolution authorizing Pharr Police Department to submit an application to the Office of the Governor Public Safety Office (PSO) for the FY2026 Operation Lone Star Grant Program (Grant #5059902). **This item supports SSC - Safe and Secure Community.** (POLICE)

E) Consideration and action, if any, on Amendment Number 3 with RRP Consulting Engineers for the Hi-Line East and West Road Professional Engineering Service Project in the amount of \$238,261.92 **This item supports Infrastructure - IF.** (ENGINEERING)

F) PLATS:

1. Pablo Soto Jr., P.E., representing Enrique Casas Jr. and Luz Virginia Casas, owners, is requesting final plat approval of the proposed Rick's Food Court State Avenue Subdivision. The property is legally described as being a 0.37 of an acre of land out of the Union Pacific Railroad Right of Way, Pharr Original Townsite, Hidalgo County, Texas. The property is located within the 400 Block of West State Street. SUB#240823 **This item supports EV - Economic Vitality.**

**REGULAR AGENDA - OPEN SESSION:**

**5. ORDINANCES AND RESOLUTIONS:**

A) Consideration and action, if any, on Ordinance amending Ordinance No. O-2024-06 updating Procurement Policy Manual. **(1st Reading)This item supports SE - Service Excellence.** (PURCHASING)

B) Consideration and action, if any, on Ordinance amending Ordinance No. O-2024-07 updating Procurement Card Policy Manual. **(1st Reading)This item supports SE - Service Excellence.** (PURCHASING)

C) Consideration and action, if any, on Resolution appointing / reappointing three (3) regular members of the Board of Adjustment. **This item supports SG - Sound Governance and Fiscal Sustainability.** (DEVELOPMENT SERVICES)

D) Consideration and action, if any, on Resolution appointing/re-appointing one (1) regular member to the Bridge Board. **This item supports SG - Sound Governance and Fiscal Sustainability.** (BRIDGE)

E) Consideration and action, if any, on Resolution authorizing the submission of an application to the U.S. Department of Justice for the FY2025 COPS Hiring Program to fund five (5) full-time Officer positions. **This item supports SSC - Safe and Secure Community.** (POLICE)

F) Consideration and action, if any, on Resolution authorizing the submission of a grant application to the Texas Comptroller of Public Accounts for funding under the Building Texas Broadband Workforce Grant Program (RFA NO. BDO-NOFA-008) to support broadband workforce development initiatives. **This item supports SE - Service Excellence.** (IT)

## 6. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, authorizing the City Manager to enter into an agreement with Millenium Engineers Group, Inc. (MEG) in the amount of \$105,473.00 for Construction Material Testing Services for the Commercial Vehicle Parking Project. **This item supports IF- infrastructure.** (ENGINEERING)

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

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

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

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

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

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

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

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

**9. ADJOURNMENT:**

**NOTICE OF ASSISTANCE AT THE PUBLIC MEETING**

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

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at [www.pharr-tx.gov](http://www.pharr-tx.gov). This Notice was posted on the 18<sup>th</sup> day of July 2025 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).

**WITNESS MY HAND AND SEAL, this 18<sup>th</sup> day of July 2025**



  
IMELDA PEREZ, TRMC  
CITY CLERK

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## AGENDA MEMORANDUM



**BOARD:** BOARD OF COMMISSIONERS

**AGENDA ITEM #:** 3.A.

**DATE SUBMITTED:** July 16, 2025

**MEETING DATE:** July 21, 2025

**FROM:** Jamison Merrick, Finance Director

**DEPARTMENT:** Finance

**DIRECTOR:** Jamison Merrick

**Agenda Item:** Submission of Sales Tax Collection Report for April, May, June and July 2025.

**Classification:** Regular

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

**Issue:** SALES TAX HIGHLIGHTS

April - The City of Pharr shows an INCREASE of 5.14% YTD TRUE GROWTH compared to last YTD April 2024 and a 3.07% DECREASE compared to last April 2024 payments.

May - The City of Pharr shows an INCREASE of 4.36% YTD TRUE GROWTH compared to last YTD May 2024 and a 0.52% DECREASE compared to last May 2024 payments.

June - The City of Pharr shows an INCREASE of 4.27% YTD TRUE GROWTH compared to last YTD June 2024 and a 3.59% INCREASE compared to last June 2024 payments.

July - The City of Pharr shows an INCREASE of 3.70% YTD TRUE GROWTH compared to last YTD July 2024 and a 1.01% DECREASE compared to last July 2024 payments.

**Fiscal Consideration:** N/A

**Staff Recommendation:** Presentation Only.

**Alternatives:** N/A

**Exclude Material from Public Packet?** No

**Reason:** N/A

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**ROUTING:**

Jamison Merrick  
Jamison Merrick  
Ricardo Rodriguez  
Jamison Merrick  
City Management Office

Created/Initiated - 7/16/2025  
Approved - 7/16/2025  
Approved - 7/18/2025  
Approved - 7/18/2025  
New -



# CITY OF PHARR SALES TAXES

as of April 2025  
**FY 2024-2025**

## SALES TAXES COLLECTIONS Cash Basis by Fiscal Year

Ranked  
No. 5

compared to neighbor Cities



**9.41% YTD**

Increase in Sales Tax from  
Last Year\*



**-3.07%**

Compared to April 2024  
Cash Basis.



**-0.80%**

Below Budget

\*Growth is based on Calendar Year per Texas State Comptroller  
Fiscal Year Growth is 5.14%.



# CITY OF PHARR SALES TAXES

as of May 2025  
**FY 2024-2025**

## SALES TAXES COLLECTIONS Cash Basis by Fiscal Year

Ranked  
No. 5

compared to neighbor Cities



**7.22% YTD**

Increase in Sales Tax from  
Last Year\*



**-0.52%**

Compared to May 2024  
Cash Basis.



**-0.08%**

Below Budget

\*Growth is based on Calendar Year per Texas State Comptroller  
Fiscal Year Growth is 4.36%.

CREATED BY

City of Pharr Finance Department





# CITY OF PHARR SALES TAXES

as of June 2025  
**FY 2024-2025**

## SALES TAXES COLLECTIONS Cash Basis by Fiscal Year

Ranked  
No. 5

compared to neighbor Cities



**6.61% YTD**

Increase in Sales Tax from  
Last Year\*



**3.59%**

Compared to June 2024  
Cash Basis.



**-0.04%**

Below Budget

\*Growth is based on Calendar Year per Texas State Comptroller  
Fiscal Year Growth is 4.27%.

CREATED BY

City of Pharr Finance Department





# CITY OF PHARR SALES TAXES

as of July 2025  
**FY 2024-2025**

## SALES TAXES COLLECTIONS Cash Basis by Fiscal Year

Ranked  
No. 5

compared to neighbor Cities



**5.44% YTD**

Increase in Sales Tax from  
Last Year\*



**-1.01%**

Compared to July 2024  
Cash Basis.



**0.25%**

Above Budget

\*Growth is based on Calendar Year per Texas State Comptroller  
Fiscal Year Growth is 3.70%.



## AGENDA MEMORANDUM



**BOARD:** BOARD OF COMMISSIONERS

**AGENDA ITEM #:** 3.B.

**DATE SUBMITTED:** July 18, 2025

**MEETING DATE:** July 21, 2025

**FROM:** Alessandra Garcia, Assistant City Clerk

**DEPARTMENT:** Administration

**DIRECTOR:** Jonathan Flores

**Agenda Item:** Recognition of graduates from the Certified Public Manager Program (CPM).

**Classification:** Regular

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

**Issue:** Recognition of Danny Ramirez, Jose Pena, Juan Gonzalez, Kimberly Mendoza, Luis Marin, Roland Gomez, Ruben Rosales, Sergio Alanis, and Sergio Vasquez for their successful completion of the Certified Public Manager Programa from the University of Texas Rio Grande Valley.

**Fiscal Consideration:** N / A

**Staff Recommendation:** Staff recommends acknowledgment and congratulating the graduates for their achievement in completing the Certified Public Manager Program

**Alternatives:** N / A

**Exclude Material from Public Packet?** No

**Reason:** N / A

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### ROUTING:

Alessandra Garcia  
City Management Office

Created/Initiated - 7/18/2025  
Final Approval - 7/18/2025



## AGENDA MEMORANDUM



**BOARD:** BOARD OF COMMISSIONERS

**AGENDA ITEM #:** 3.C.

**DATE SUBMITTED:** July 18, 2025

**MEETING DATE:** July 21, 2025

**FROM:** Alessandra Garcia, Assistant City Clerk

**DEPARTMENT:** Administration

**DIRECTOR:**

**Agenda Item:** City Events of Interest

**Classification:** Regular

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

**Issue:**

**Fiscal Consideration:**

**Staff Recommendation:**

**Alternatives:**

**Exclude Material from Public Packet?** No

**Reason:**

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**ROUTING:**

Alessandra Garcia

Created/Initiated - 7/18/2025



## AGENDA MEMORANDUM



**BOARD:** BOARD OF COMMISSIONERS

**AGENDA ITEM #:** 4.A.

**DATE SUBMITTED:** July 16, 2025

**MEETING DATE:** July 21, 2025

**FROM:** Alessandra Garcia, Assistant City Clerk

**DEPARTMENT:** Administration

**DIRECTOR:** Imelda Perez

**Agenda Item:** Approval of Minutes for July 07, 2025 - Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.**

**Classification:** Consent

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

**Issue:** Approval of Minutes for July 07, 2025 - Regular Called Meeting.

**Fiscal Consideration:** N / A

**Staff Recommendation:** Staff recommends approval on minutes as presented.

**Alternatives:** N / A

**Exclude Material from Public Packet?** No

**Reason:** N / A

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### **ROUTING:**

Alessandra Garcia  
Imelda Perez  
City Management Office

Created/Initiated - 7/16/2025  
Approved - 7/18/2025  
Final Approval - 7/18/2025

**MINUTES  
BOARD OF COMMISSIONERS  
REGULAR CALLED MEETING  
MONDAY, JULY 7, 2025  
118 SOUTH CAGE 2<sup>nd</sup> FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, July 7, 2025 and following is the record of attendance.

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

**BOARD OF COMMISSIONERS ABSENT:** None

**STAFF PRESENT:**

Jonathan Flores, City Manager  
David Friedlein, Assistant City Manager  
Cynthia Garza, Assistant City Manager  
Imelda Perez, City Clerk  
Pilar Rodriguez, Interim City Engineer  
Jamison Merrick, Finance Director  
Veronica Ramirez, HR Director  
Juan Villescas, Municipal Court Judge  
Juan Gonzalez, Chief of Police  
Pilar Rodriguez, Fire Chief  
Roy Rodriguez, Code Comp. Asst. Director  
Joe Garza, Dev. Svcs. Asst. Director  
Luis Marin, Public Works Director  
Keyla Jalife, O.S.E. Asst. Director  
Oscar De Leon, Asst. Public Utilities Director  
Sergio Alanis, Parks & Rec. Director  
Adolfo Garcia, Library Director  
Jose Pena, I.T. Director  
Luis Bazan, Bridge Director  
Maritza Magallan, Interim Purchasing Dir.  
Ben Martinez, Assistant EMS Chief  
CJ Sanchez, Chamber President  
Yuri Gonzalez, Chief Comm. Officer  
Kenneth Ennis, P.S. Communications Dir.  
Niko Tapangan, Public Health Director  
Victor Perez, PEDC Director  
Abel Molina, Interim Special Events Director  
Elizabeth Diaz, Grants Management Director

**CITY ATTORNEY**

Ricardo Rodriguez, City Attorney

July 7, 2025

**ITEM 1. CALL TO ORDER**

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

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

**B) PLEDGE OF ALLEGIANCE/INVOCATION**

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

**ITEM 2. PUBLIC TESTIMONY**

There were no comments from the public.

**ITEM 3. PUBLIC HEARINGS**

**A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES**

Marcy Garza signed up to speak on agenda item 5.E.1 but was not present at the time of the meeting.

Imelda Cantu signed up to speak on behalf of Nora Ochoa, Rafael Ochoa and Marcy Garza and spoke against agenda item 5.E.1. She stated the change of zone would cause infrastructure strain, traffic congestion, lack of privacy and greater possibility for flooding issues. In addition, the surrounding schools were at capacity.

San Juanita Gallegos Lopez signed up to speak on agenda item 5.E.1 but chose not to address the City Commission.

**ITEM 4. CITY MANAGER'S REPORTS**

**A) CITY ENGINEER'S REPORT - CAPITAL IMPROVEMENT PROJECTS**

Jonathan Flores, City Manager, introduced the item. He stated Pilar Rodriguez was the Interim City Engineer and questions could be entertained at this time.

Mayor Hernandez requested status on the I Road and Moore Road projects. Pilar Rodriguez, Interim City Engineer, gave a brief status report on both projects.

**B) RECOGNITION OF POLICE CHIEF JUAN GONZALEZ FOR HIS ACADEMIC ACHIEVEMENT.**

Jonathan Flores, City Manager, recognized Juan Gonzalez, Chief of Police for his outstanding academic achievement in completing his Organizational Leadership bachelor's degree from South Texas College. He stated despite the demands of his role

July 7, 2025

as police chief; he remained committed to his educational goals while continuing to serve the community.

Juan Gonzalez, Chief of Police, expressed his gratitude and thanked everyone for supporting him in accomplishing his educational goals. He stated this was a reflection of the values of the City of Pharr; growth, service and the belief that employees can always keep learning. Lastly, he stated leadership was a lifelong process and stated it was never too late to keep investing in oneself no matter where you were in life.

The Board of Commissioners congratulated Chief Gonzalez on his accomplishment.

**C) RECOGNITION OF GRADUATES FROM THE CERTIFIED PUBLIC MANAGER PROGRAM.**

Jonathan Flores, City Manager, stated the item would be presented at the next meeting due to some staff not being present.

**D) CITY EVENTS OF INTEREST**

Jonathan Flores, City Manager, called upon Ben Martinez, Assistant EMS Chief, for a short presentation.

Ben Martinez, Assistant EMS Chief, introduced Casey Swanson, Co-Founder of Suzannah Smiles, a nonprofit supporting awareness and finding for Spina Bifida.

Mr. Swanson thanked the City of Pharr for supporting their 15th annual SB250 bike ride, which hosted over 85 cyclists and raised funds to benefit Spina Bifida Texas. He stated over the past 15 years; the organization has donated over \$600,000 and assisted more than 500 children across South Texas.

There being no further comments, Jonathan Flores, City Manager, called upon Yuri Gonzalez, Chief Communications Officer, for a report on upcoming city events.

Yuri Gonzalez, Chief Communications Officer, presented video recaps highlighting Pharr Connect Computer Literacy Program, National Men's Health Week, and Public Works Department efforts.

Yuri Gonzalez, Chief Communications Officer, further reported on The Pets Wellness Fair and Rabies Clinic. She stated the event would take place on Saturday, July 12, 2025, from 9:00 a.m. to 1:00 p.m. at the Pepe Salinas Recreation Center, and reported 440 pets were registered for rabies vaccines, pet-related vendors, and the relaunch of the PAWS tracking program in partnership with YMR Services. She further stated although the clinic was at capacity, the public was still encouraged to enjoy the fair component of the event.

MINUTES: REGULAR CALLED MEETING

July 7, 2025

Yuri Gonzalez, Chief Communications Officer, also reported Parks and Recreation Frozen Jr. Summer Theatre Show would take place on July 17-19, 2025, at the PSJA North High School Auditorium, with doors opening at 6:30 p.m. and the show starting at 7:00 p.m. She stated admission was \$7.00 and the production featured 80 children between the ages of 4 and 14.

Lastly, Yuri Gonzalez, Chief Communications Officer, reported Development Services would host the Our Pharr, Our Future Open House on July 24, 2025 from 5:00 p.m. to 7:00 p.m. at the Pharr Development and Research Center, where residents can provide input on future city projects and complete a survey. She further stated this family-friendly event would include fun activities, conversations with city managers, and a raffle.

**ITEM 5. CONSENT AGENDA**

- A) APPROVAL OF MINUTES FOR JUNE 02, 2025 - REGULAR CALLED MEETING. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (ADMINISTRATION)**
- B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2021-09 STANDARDS MANUAL CONSTRUCTION AND DEVELOPMENT GUIDE. (2<sup>ND</sup> READING) THIS ITEM SUPPORTS EV - ECONOMIC VITALITY. (DEVELOPMENT SERVICES)**
- C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE TO REQUEST FOR PROPOSALS (RFP'S) FOR CONSTRUCTION MANAGER AT RISK FOR PHARR EVENTS CENTER PROJECT. THIS ITEM SUPPORTS SE - SERVICE EXCELLENCE. (PURCHASING)**
- D) CONSIDERATION AND ACTION, IF ANY, RATIFYING EMERGENCY SANITARY SEWER MANHOLE COLLAPSE SERVICE REPAIRS. THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (PURCHASING)**
- E) CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:**
  - 1. MELDEN & HUNT, INC., REPRESENTING HOMERO RIVAS, OWNER, REQUESTED A CHANGE OF ZONE FROM AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O) TO TOWNHOUSE RESIDENTIAL DISTRICT (R-TH). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 17.196 ACRES, MORE OR LESS, OUT OF LOT 106, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED AT 4300 NORTH SUGAR ROAD. COZ#250511 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**
  - 2. CRISANDRA ALANIZ, REPRESENTING CENTRO DE ALABANZA OASIS, REQUESTED A LIFE-OF-THE-USE CONDITIONAL USE PERMIT TO ALLOW A CHURCH IN A LIMITED INDUSTRIAL DISTRICT (L-I). THE PROPERTY IS LEGALLY DESCRIBED AS BEING ALL OF PRINCIPLE SUBDIVISION, AN ADDITION TO THE CITY OF PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 5224 NORTH CAGE**

July 7, 2025

**BOULEVARD, SUITES 4-5. CUP#250505 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**

- 3. QUINTA REAL EVENTS, LLC., REQUESTED RENEWAL OF CONDITIONAL USE PERMIT AND LATE HOURS PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOTS 1 AND 2, SAVE AND EXCEPT THE SOUTH 32 FT. OUT OF LOT 2, SING'S SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 2620 SOUTH GARDENIA STREET. CUP#201042 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**
- 4. ANTONIO MURAIRA, OWNER, REQUESTED A CONDITIONAL USE PERMIT TO ALLOW THE STORAGE OF VEHICLES IN A SECURE, FENCED-IN AREA FOR A TOWING COMPANY IN A HEAVY COMMERCIAL DISTRICT (H-C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 4, ALBRAD BUSINESS PARK SUBDIVISION, AN ADDITION TO THE CITY OF PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1106 WEST ALBRAD AVENUE. CUP#250404 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**
- 5. GERARDO RODRIGUEZ, REPRESENTING MARIA GARCIA, OWNER, REQUESTED A CHANGE OF ZONE FROM SINGLE-FAMILY RESIDENTIAL SMALL LOT (R-1A) TO NEIGHBORHOOD COMMERCIAL DISTRICT (N-C). THE PROPERTY IS LEGALLY DESCRIBED AS LOTS 6 AND 7, BLOCK 93, HACKBERRY SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED AT 409 NORTH FIR STREET. COZ#250512 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**

**F) PLATS:**

- 1. R. E. GARCIA & ASSOCIATES, REPRESENTING RAMIRO RIVAS, OWNER, REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED RIVAS SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 10.00 ACRE TRACT OF LAND BEING THE EAST 10.00 ACRES OF THE WEST 20.00 ACRES OF LOT 375, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 1000 BLOCK OF WEST HI-LINE ROAD. SUB#230822 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**
- 2. WINDROSE LAND SURVEYING AND PLATTING, REPRESENTING MARCELLA B. ROCHA, ASSISTANT SECRETARY OF CIRCLE K STORES, INC., REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED CIRCLE-K #2709238 SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 1.987 ACRE TRACT OF LAND OUT OF THE JUAN JOSE HINOJOSA SURVEY AND BEING A PORTION OUT OF LOT 340, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 8000 BLOCK OF SOUTH CAGE BOULEVARD. SUB#241236 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**

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

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

July 7, 2025

Ordinance Nos. O-2025-21 and O-202-22 are filed with the City Clerk's Office.

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

#### **ITEM 10. CLOSED SESSION**

The time being 4:34 p.m., Mayor Hernandez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

#### **ITEM 11. RECONVENE**

The time being 5:07 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

#### **REGULAR AGENDA - OPEN SESSION**

#### **ITEM 6. ORDINANCES AND RESOLUTIONS**

- A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE APPOINTING/REAPPOINTING MUNICIPAL JUDGE. (ADOPTION ON 1ST READING) THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (ADMINISTRATION)**

Jonathan Flores, City Manager, introduced the item.

Comm. Carrillo moved to reappoint Juan Villescas as Municipal Judge. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

Ordinance No. O-2025-23 is filed with the City Clerk's Office.

- B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION EXECUTING AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR MOORE ROAD BETWEEN CAGE BOULEVARD AND "I" ROAD (CSJ: 0921-02-437). THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (ENGINEERING)**

Jonathan Flores, City Manager, introduced the item.

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

Resolution No. R-2025-27 is filed with the City Clerk's Office.

July 7, 2025

- C) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE GRANT PROGRAM TO FUND SIX (6) FIREFIGHTER POSITIONS. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY. (FIRE)**

Jonathan Flores, City Manager, introduced the item.

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

Resolution No. R-2025-28 is filed with the City Clerk's Office.

- D) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/REAPPOINTING ONE (1) MEMBER TO THE COMMUNITY DEVELOPMENT COUNCIL. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (GMCD)**

Jonathan Flores, City Manager, introduced the item and recommended the appointment of Frank Santana to the Community Development Council.

Comm. Carrillo **moved** to appoint Frank Santana to the Community Development Council. Comm. Flores seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2025-29 is filed with the City Clerk's Office.

- E) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION SUSPENDING THE AUGUST 19, 2025 EFFECTIVE DATE OF TEXAS GAS SERVICE COMPANY'S PROPOSED RATE ADJUSTMENT FOR CITIES WITHIN THE RIO GRANDE VALLEY SERVICE AREA. THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (ADMINISTRATION)**

Jonathan Flores, City Manager, introduced the item.

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

Resolution No. R-2025-30 is filed with the City Clerk's Office.

## **ITEM 7. ADMINISTRATIVE**

- A) PRESENTATION ON THE CITY OF PHARR'S SECOND QUARTER FINANCIAL PERFORMANCE REPORT THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (FINANCE)**

July 7, 2025

Jonathan Flores, City Manager, introduced the item and stated no action was needed.

#### **ITEM 8. PURCHASING**

- A) CONSIDERATION AND ACTION, IF ANY, ON THE PURCHASE OF PNEUMATIC SHORING EQUIPMENT FOR THE FIRE DEPARTMENT FROM METRO FIRE APPARATUS SPECIALISTS FROM HOUSTON, TEXAS IN THE AMOUNT OF \$238,607.00 (BUYBOARD COOPERATIVE PURCHASING PROGRAM #746-24). THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY. (PURCHASING)**

Jonathan Flores, City Manager, introduced the item.

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

#### **ITEM 9. CONTRACTS/AGREEMENTS**

- A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO A SERVICE CONTRACT WITH VIAPLUS FROM CARROLTON, TEXAS FOR THE PHARR INTERNATIONAL BRIDGE TOLL COLLECTION SYSTEM. THIS ITEM SUPPORTS SE - SERVICE EXCELLENCE. (PURCHASING)**

Jonathan Flores, City Manager, introduced the item.

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

- B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE THE SALE OF REAL PROPERTY LOCATED AT 9901 S. CAGE BLVD. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY. (ENGINEERING)**

Jonathan Flores, City Manager, introduced the item.

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

- C) CONSIDERATION AND ACTION, IF ANY, ON AMENDMENT NO. 3 IN THE AMOUNT OF \$148,526.00 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH GDJ ENGINEERING, LLC., FOR THE MOORE ROAD PROJECT. THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (ENGINEERING)**

July 7, 2025

Jonathan Flores, City Manager, introduced the item.

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

**D) CONSIDERATION AND ACTION, IF ANY, ON AMENDMENT NO. 1 TO THE SERVICE CONTRACT OF FINANCIAL ADVISORY SERVICES WITH PFM FINANCIAL ADVISORS LLC. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (PURCHASING)**

Jonathan Flores, City Manager, introduced the item.

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

**E) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH TEXAS UNDERGROUND, INC. FROM PEARLAND, TEXAS FOR THE RENTAL OF 2025 FREIGHTLINER VACTOR TRUCK (PURCHASING COOPERATIVE BUYBOARD NO. 676-22). THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (PURCHASING)**

Jonathan Flores, City Manager, introduced the item.

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

**ITEM 12. ADJOURNMENT**

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Chavez seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:10 p.m.

CITY OF PHARR

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AMBROSIO HERNANDEZ  
MAYOR

STATE OF TEXAS  
COUNTY OF HIDALGO  
CITY OF PHARR

MINUTES: REGULAR CALLED MEETING

July 7, 2025

**ON THIS THE 7<sup>th</sup> DAY OF JULY 2025** the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2<sup>nd</sup> Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **IMELDA PEREZ, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

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IMELDA PEREZ, CITY CLERK

APPROVED:



## AGENDA MEMORANDUM



**BOARD:** BOARD OF COMMISSIONERS

**AGENDA ITEM #:** 4.B.

**DATE SUBMITTED:** July 13, 2025

**MEETING DATE:** July 21, 2025

**FROM:** Alessandra Garcia, Assistant City Clerk

**DEPARTMENT:** Development Services

**DIRECTOR:** Kimberly Mendoza

**Agenda Item:** Consideration and action, if any, on Ordinance amending Ordinance No. O-2021-09 Standards Manual Construction and Development Guide. **(3rd and Final Reading)** This item supports EV - Economic Vitality.

**Classification:** Consent

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

**Issue:** In order to streamline the development process, City staff is proposing that the Right-of-Way (ROW) widths for single family residential and townhouse districts remain at a total of 50 ft. of ROW with a proposed paving width of 34 ft. back to back, as opposed to the current pavement width requirement of 40 ft. back to back.

**Fiscal Consideration:** N/A

**Staff Recommendation:** Staff recommends approval.

**Alternatives:** N/A

**Exclude Material from Public Packet?** No

**Reason:** N/A

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### ROUTING:

Alessandra Garcia  
Kimberly Mendoza  
David Friedlein  
Ricardo Rodriguez  
Jamison Merrick  
City Management Office

Created/Initiated - 7/13/2025  
Approved - 7/15/2025  
Approved - 7/16/2025  
Approved - 7/18/2025  
Approved - 7/18/2025  
New -

**ORDINANCE NO. O-2025-**

**AN ORDINANCE AMENDING O-2021-09 OF THE CITY OF PHARR, TEXAS  
CHAPTER 118, SUBDIVISIONS AMENDING ARTICLE VI. – STANDARDS MANUAL:  
CONSTRUCTION AND DEVELOPMENT GUIDE SEC. III – STREETS, SECTION III –  
RIGHT-OF WAYS AND PAVING WIDTHS, IS AMENDED AT TABLE III – 1 DESIGN  
STREET REQUIREMENTS. PROVIDING AN EFFECTIVE DATE, PROVIDING FOR  
PUBLICATION, PROVIDING FOR SEVERABILITY, AND ORDAINING OTHER  
PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF. NOW THEREFORE  
BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS**

**SECTION 1. CHAPTER 118, ARTICLE VI. – STANDARDS MANUAL: CONSTRUCTION AND  
DEVELOPMENT GUIDE SEC. II – DRAINAGE IS HEREBY AMENDED BY ADDING II – 14 AS  
FOLLOWS:**

**II – 14 Supplemental Requirements**

**A. Property Owners or Homeowner's Associations**

1. When a Subdivision contains either common private property or other private improvements which are not intended to be dedicated to the City of Pharr for public use, such as private streets, detention ponds, a private recreation facility or open space, or other private amenities, a Homeowner's Association shall be established for the purpose of maintaining the areas. The Homeowner's Association shall be created consistent with State and other appropriate laws. Copies of the Homeowner's Association Agreement must be submitted with the Preliminary Plat Application and reviewed by the City Attorney.
2. In the case of an individual one-lot subdivision, the Property Owner shall dedicate, by plat, a swale/detention pond in the form of a private easement. Single lot subdivisions do not require submission of a Homeowner's Agreement or Conditions, Covenants and Restrictions ("CCRs").
3. For Homeowner's Associations, the Conditions, Covenants and Restrictions (CCRs) and the Homeowner's Association documents, such as the Articles of Incorporation and Homeowners Association by-laws, shall be submitted to the City for review along with the Preliminary Plat Application, and shall be recorded, with the Final Subdivision Plat, in the deed records of Hidalgo County in order to ensure that there is an entity in place for long-term maintenance of these improvements.
4. The City, its agents, and employees, shall have the right of immediate access to the common elements, private property and private improvements, at all times, if necessary, for the preservation of public health, safety and welfare. Should the Property Owners or Homeowner's Association fail to maintain the common elements to City specifications for an unreasonable time, not to exceed 30 days after written request to do so, the City may elect to take any action necessary or required and levy any assessment on the Property Owners or Homeowner's Association to cover the cost of maintenance or repairs.

5. The Property Owners or Homeowner's Association must register a contact person with the Development Services Department. The City shall be notified of any change in said contact person. Such contact person must be authorized to receive and distribute information to the Property Owner or Board of Directors of the Homeowner's Association.
6. If there is any change or dissolution of Homeowner's Association, notice shall be given to the City within ten (10) days of the date of any change or dissolution. The City shall also be provided with all updated CCRs and Homeowner's Association documentation within the ten (10) days.

B. Drainage Design

1. The difference between the 50-year storm post development runoff and the 10-Year Pre-Development runoff shall be detained on-site. Engineered detention calculations shall be submitted to the City Engineer.
2. On-site detention methods shall include ponds or engineered sub-surface systems. Alternative methods of detention shall be reviewed and approved by the City Engineer.
3. Where the outfall facilities are located more than 300 feet outside the development boundaries, an alternative method of drainage and conveyance may be submitted to the City Engineer for approval. Any on-site retention areas must contain the 50-year storm runoff volume for the development and dissipate it into the subsurface within a 48-hour period. A geotechnical report, in accordance with the requirements of the detention/retention ponds established in the subsequent sections, must be submitted.

C. Detention Design

1. Design Considerations
  - a. On-site detention facilities shall be situated in privately dedicated areas. Existing drainage facilities (i.e. City of Pharr Drainage Ditches, Regional Stormwater Detention Facilities, etc.) shall not take place of dedicated facilities unless previously included in the City of Pharr's Master Drainage Plan. Detention areas may be incorporated into landscape and greenbelt areas, if vegetation does not adversely affect required design volumes or impede hydraulic efficiency. Areas designated as dual use areas (detention/landscape, detention/green space, etc.) shall display appropriate signage indicating so.
  - b. Storm water runoff shall be conveyed to detention areas via storm sewer networks, flumes and curb cuts within dedicated right-of-way or flowage easements.
  - c. Side slopes shall not exceed 3:1 (H:V). In areas with a potential for vehicular or pedestrian activity, detention pond depths exceeding 2.5 feet shall require a safety buffer in the form of benching or fencing around the perimeter of the pond. The bottom of the basin shall be graded to drain towards the outlet structure. A pilot channel shall be placed along the flow line from inlet to outlet to ensure positive flow. Trash racks

shall be incorporated into outlet structure design. A minimum of 10 feet shall be maintained around the perimeter of the pond to allow for routine maintenance and/or repair.

- d. Detention area design shall consider proximity and elevation of adjacent building structures. Bank areas shall be graded to drain away from such structures. A minimum of 1-foot of freeboard above design pool elevation shall be required. The design of detention areas shall incorporate diversion of overflows into street rights-of-way or drainage/flowage easements in the event of an extreme event or outlet structure failure.
- e. Detention pond areas shall be vegetated to prevent erosion and deposition of silts. Common Bermuda, Winter Rye or a combination of the grasses may be used. Vegetated areas shall include provisions for irrigation systems.

D. Detention Pond Details

- 1. Refer to Details DR-10 thru DR-16A

E. Detention Pond Operation and Maintenance

- 1. Detention ponds shall be maintained by the owner(s) of record for commercial, institutional, and multi-family developments. For single-family residential developments Property Owners and/or Homeowner's Association shall maintain the detention pond(s).
  - a. The Property Owners or the Homeowner's Association or their designated representative shall be responsible for routinely inspecting ponds to ensure that all components of the pond are maintained and are in good working condition.
  - b. Failure to adequately maintain the detention pond(s) in reasonable order and condition, constitutes a violation of this section. The City is hereby authorized to give notice, by personal service or by United States mail, to the Homeowners Association, Property Owners or occupant, as the case may be, of any violation, directing the Homeowners Association or Property Owners to remedy the same within ten (10) days. The Property Owners or the Homeowners Association will also be subject to a fine of \$2,000.00 per day if not remedied by the tenth (10<sup>th</sup>) day. Each day of violation shall constitute a separate offense.

F. Parkland Dedication

- a. Land dedicated to the city under this section may be utilized for park and recreation uses, contingent on approval of design requirements.
- b. Whenever a plat is filed for approval with the city for the development of residential and/or multifamily, such plat shall meet the requirements in accordance with Chapter 90, Parks and Recreation, City of Pharr's Code of Ordinances.

**SECTION 2, CHAPTER 118, ARTICLE VI. – STANDARDS MANUAL: CONSTRUCTION AND DEVELOPMENT GUIDE SEC. III – STREETS, SECTION III – RIGHT-OF WAYS AND PAVING WIDTHS, IS AMENDED AT TABLE III – 1 DESIGN STREET REQUIREMENTS AS FOLLOWS:**

| <b>TABLE III DESIGN STREET REQUIREMENTS</b>                                |                                         |                                          |                                    |                           |
|----------------------------------------------------------------------------|-----------------------------------------|------------------------------------------|------------------------------------|---------------------------|
| <b>R.O.W WIDTH</b>                                                         | <b>STREET WIDTH (B-B)</b>               | <b>INTERSECTION CURB RADII (MINIMUM)</b> | <b>CITY WIDTH (DISCRETION)</b>     | <b>PAVING SECT ESCROW</b> |
| Local 50'<br>(w/5' U.E)<br>Single Family Residential & Townhomes Districts | 34'                                     | 15'                                      | 10'                                | 8"/2"                     |
| Local 50'<br>(w/5' U.E)                                                    | 40'                                     | 20'                                      | 7'<br><del>C &amp; G 1 side</del>  | 8"/2"                     |
| Collector 60'<br>(w/10' U.E.)                                              | 50'<br>4-lanes                          | 20'                                      | 13'<br><del>C &amp; G 1 side</del> | 8"/2"                     |
| Commercial 60'                                                             | 42<br>2-lanes, 1CLTL                    | 20'                                      | 9'<br><del>C &amp; G 1 side</del>  | 10"/3"                    |
| Industrial 60'                                                             | 44<br>2-lanes, 1 CLTL                   | 35'                                      | 10'<br><del>C &amp; G 1 side</del> | 12"/4"                    |
| Minor Arterial 70'<br>(w/10'U.E.)                                          | 60'<br>4 lanes, 2 BL                    | 25'                                      | 18'<br><del>C &amp; G 1 side</del> | 10"/2"                    |
| Major Arterial 80'<br>(w/10' U.E.)                                         | 66'<br>4 lanes, 1 CLTL                  | 25'                                      | 24'<br><del>C &amp; G 1 side</del> | 10"/2"                    |
| 100'<br>(w/10' U.E.)                                                       | 82'<br>4 lanes, 1 CLTL, 2 BL            | 25'                                      | 30'<br><del>C &amp; G 1 side</del> | 10"/3"                    |
| 120'<br>(w/10' U.E.)                                                       | 100'<br>6 lanes, 1 Divided median, 2 BL | 25'                                      | 39'<br><del>C &amp; G 1 side</del> | 10"/3"                    |

**Notes:**

1. Travel Lanes: 10 feet wide; parking lanes: 7 feet wide.
2. Curb and gutter: 2 feet wide each side of a total of 4 feet.
3. Continuous left-turn lane (CLTL) & Occasional left (OL) turns lanes: 14-16 feet wide  
Divided Median-16 feet wide  
Bicycle lane (BL) 5-8 feet wide
4. Drainage must be provided for the perimeter street of the subdivision.
5. Escrow amounts shall be submitted to the City of Pharr and sealed by a professional engineer for approval by the City Engineer.

6. Pavement section to be designed by a professional engineer.
7. City width-For widening of existing streets.

### **SECTION 3: PENALTY CLAUSE**

In the event the Property Owners or Homeowner's Association fails to comply with the maintenance requirements, the City may perform the work necessary to abate the violation of maintaining the detention areas at the Property Owner's or Homeowner's Association expense. If such becomes a necessary emergency to preserve public health, safety and welfare or to ease maintenance burden of the detention pond(s) for the emergency, then the Property Owner or Homeowner's Association shall be fined up to \$2000.00 per day.

### **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: REPEALING CLAUSE**

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

### **SECTION 6: CUMULATIVE**

This ordinance shall be cumulative of all ordinances of the City of Pharr, Texas, and of all laws of the State of Texas.

### **SECTION 7: PUBLICATION; EFFECTIVE DATE**

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 8: 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** BY THE BOARD OF CITY COMMISSIONER OF THE CITY OF PHARR,  
TEXAS, on this the 2<sup>nd</sup> day of June, 2025

CITY OF PHARR

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AMBROSIO HERNANDEZ

MAYOR

ATTEST:

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IMELDA PEREZ

**PASSED** and **APPROVED** BY THE BOARD OF CITY COMMISSIONER OF THE CITY OF PHARR,  
TEXAS, on this the 7<sup>th</sup> day of July, 2025

CITY OF PHARR

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AMBROSIO HERNANDEZ

MAYOR

ATTEST:

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IMELDA PEREZ

**PASSED** and **APPROVED** BY THE BOARD OF CITY COMMISSIONER OF THE CITY OF PHARR,  
TEXAS, on this the 21<sup>st</sup> day of July, 2025

CITY OF PHARR

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AMBROSIO HERNANDEZ

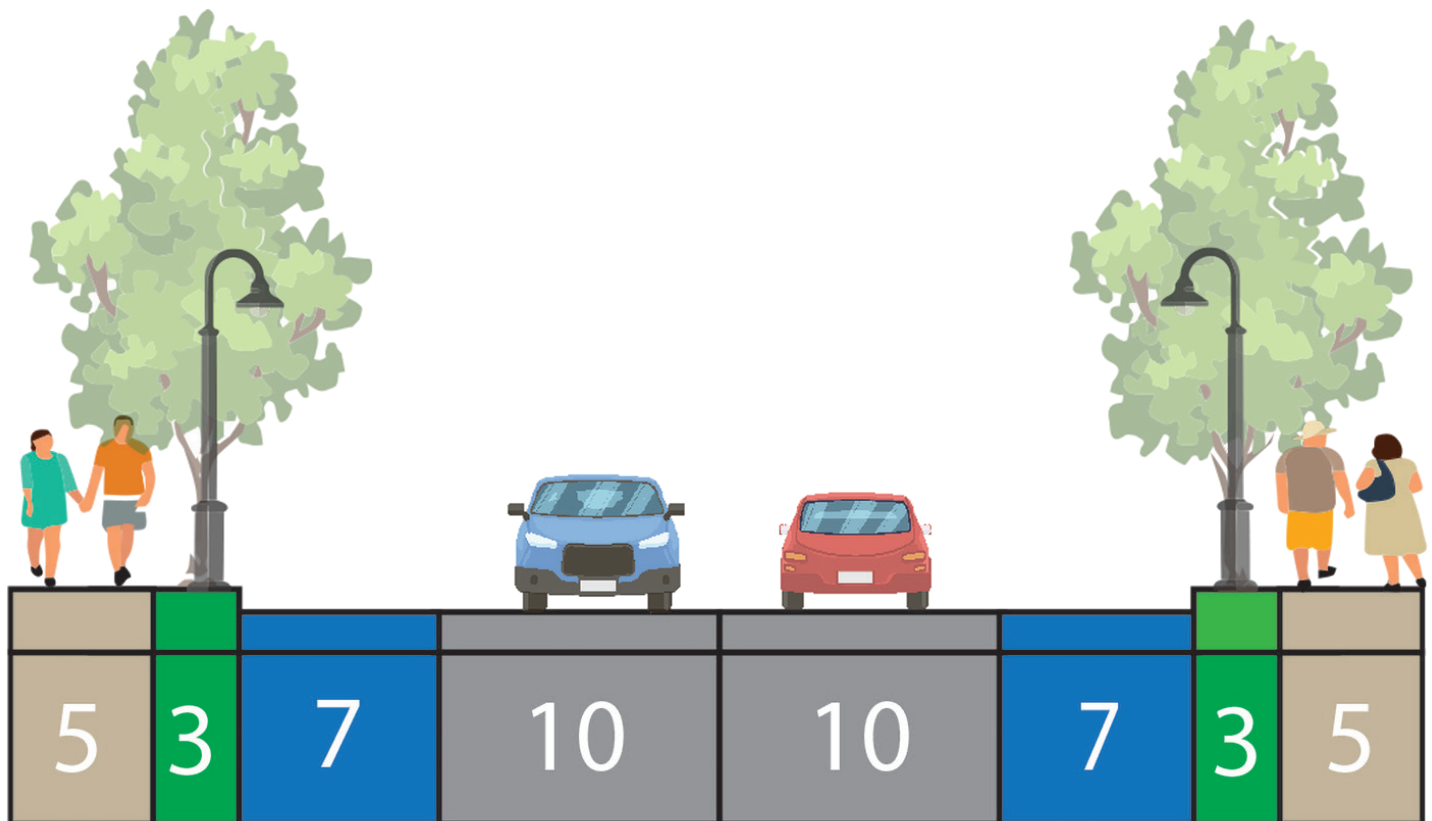
MAYOR

ATTEST:

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IMELDA PEREZ

**Exhibit**  
**City of Pharr**  
**Local Single Family Residential &**  
**Townhomes Districts**  
**Street Cross Section**



50 ft Right-of-Way Width | 34 ft Pavement Width

|          |                |         |             |
|----------|----------------|---------|-------------|
| Sidewalk | Planting Strip | Parking | Travel Lane |
|----------|----------------|---------|-------------|



## AGENDA MEMORANDUM



**BOARD:** BOARD OF COMMISSIONERS

**AGENDA ITEM #:** 4.C.

**DATE SUBMITTED:** July 18, 2025

**MEETING DATE:** July 21, 2025

**FROM:** Juan Gonzalez, Police Chief

**DEPARTMENT:** Police

**DIRECTOR:** Juan Gonzalez

**Agenda Item:** Consideration and action, if any, amending Resolution No. R-2024-17 for the FY2025 Operation Lone Star Grant Program (Grant #5059901), to include a required assurance clause as requested by the Office of the Governor and to update the certifying City Clerk. **This item supports SSC - Safe and Secure Community.**

**Classification:** Consent

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

**Issue:** The Office of the Governor, Public Safety Office, has requested that the city revise its original Resolution No. R-2024-17 to include a required clause ensuring that in the event of loss or misuse of grant funds, the city will return all funds to the Office of the Governor. In addition, this revised resolution updates the certification section to reflect the City's current City Clerk, Imelda Perez. No other substantive changes are proposed. **This item supports SSC - Safe and Secure Community.**

**Fiscal Consideration:** Grant funded.

**Staff Recommendation:** Staff recommends approval of the revised resolution to maintain full grant compliance.

**Alternatives:** Not approve revised resolution

**Exclude Material from Public Packet?** No

**Reason:** N/A

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### ROUTING:

Juan Gonzalez  
Jamison Merrick  
Ricardo Rodriguez  
City Management Office

Created/Initiated - 7/18/2025  
New -

**RESOLUTION NO. R-2025\_\_\_\_\_**

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

**WHEREAS**, to approve and revise Resolution No. R-2024-17 for the FY2025 Operation Lone Star Grant Program (**Grant #5059901**), to include a required assurance clause as requested by the Office of the Governor and update the certifying City Clerk; and

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

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

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

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

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

**WHEREAS**, the City Commission of the City of Pharr agrees that in the event of loss or misuse of the Office of the Governor's funds, the City Commission of the City of Pharr assures that the funds will be returned to the Office of the Governor in full; and

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

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR TEXAS, THIS \_\_\_\_ DAY OF JULY 2025.

Grant Number: **5059901**

**CITY OF PHARR:**

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**Imelda Perez, City Secretary**

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**Ambrosio Hernandez, Mayor**

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

**The State of Texas**

**County of Hidalgo**

**City of Pharr**

*I, **Imelda Perez**, the duly appointed City Clerk of the City of Pharr, Texas, hereby certify that the above text constitutes an accurate and authentic copy of the original Resolution duly passed and adopted by the Board of Commissioners of the City of Pharr, Texas, on the \_\_\_\_ day of July 2025, AD.*

*(Resolution No. \_\_\_\_\_)*

*In witness whereof, I affix my official signature and imprint the seal of the City of Pharr, Texas, this \_\_\_\_ day of July 2025 AD.*

**City of Pharr**

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**Imelda Perez, City Clerk**



## AGENDA MEMORANDUM



**BOARD:** BOARD OF COMMISSIONERS

**AGENDA ITEM #:** 4.D.

**DATE SUBMITTED:** July 18, 2025

**MEETING DATE:** July 21, 2025

**FROM:** Juan Gonzalez, Police Chief

**DEPARTMENT:** Police

**DIRECTOR:** Juan Gonzalez

**Agenda Item:** Consideration and action, if any, on Resolution authorizing Pharr Police Department to submit an application to the Office of the Governor Public Safety Office (PSO) for the FY2026 Operation Lone Star Grant Program (Grant #5059902). **This item supports SSC - Safe and Secure Community.**

**Classification:** Consent

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

**Issue:** As part of the FY2026 Operation Lone Star Grant Program application process, the Office of the Governor, Public Safety Office, requires the submission of a grant resolution containing specific assurance language. The resolution must confirm that in the event of loss or misuse of grant funds, the City will return all funds to the Office of the Governor. This resolution, submitted in support of Grant #5059902, includes the required language and designates the current City Clerk, Imelda Perez, for certification purposes. **This item supports SSC - Safe and Secure Community.**

**Fiscal Consideration:** Grant funded

**Staff Recommendation:** Staff Recommends approval

**Alternatives:** Not approve resolution

**Exclude Material from Public Packet?** No

**Reason:** N/A

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### ROUTING:

Juan Gonzalez  
Jamison Merrick  
Ricardo Rodriguez  
City Management Office

Created/Initiated - 7/18/2025  
New -

RESOLUTION NO. R-2025 \_\_\_\_\_

OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANTS DIVISION  
OPERATION LONE STAR GRANT PROGRAM (OLS), (FY 2026)

**WHEREAS**, funding for Operation Lone Star (OLS) in FY 2026 aims to bolster interagency border security operations, thereby supporting the initiative to deter and interdict criminal activity through facilitated directed actions; and

**WHEREAS**, the City of Pharr City Commission finds it in the best interest of the citizens of Pharr that Operation Lone Star (OLS) be operated for the fiscal year 09/01/2025 to 08/31/2026; and

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

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

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

**WHEREAS**, the City Commission of the City of Pharr agrees that in the event of loss or misuse of the Office of the Governor's funds, the City Commission of the City of Pharr assures that the funds will be returned to the Office of the Governor in full

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

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

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR TEXAS, THIS \_\_\_\_\_ DAY OF July 2025.

Grant Number: [5059902](#)

**CITY OF PHARR:**

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**Imelda Perez, City Secretary**

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**Ambrosio Hernandez, Mayor**

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

**The State of Texas**

**County of Hidalgo**

**City of Pharr**

*I, **Imelda Perez**, the duly appointed City Clerk of the City of Pharr, Texas, hereby certify that the above text constitutes an accurate and authentic copy of the original Resolution duly passed and adopted by the Board of Commissioners of the City of Pharr, Texas, on the \_\_\_\_ day of July 2025, AD.*

*(Resolution No. \_\_\_\_\_)*

*In witness whereof, I affix my official signature and imprint the seal of the City of Pharr, Texas, this \_\_\_\_ day of July 2025 AD.*

**City of Pharr**

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**Imelda Perez, City Clerk**



## AGENDA MEMORANDUM



**BOARD:** BOARD OF COMMISSIONERS

**AGENDA ITEM #:** 4.E.

**DATE SUBMITTED:** July 16, 2025

**MEETING DATE:** July 21, 2025

**FROM:** Edwin Manrique, Project Engineer

**DEPARTMENT:** Engineering

**DIRECTOR:** Pilar Rodriguez

**Agenda Item:** Consideration and action, if any, on Amendment Number 3 with RRP Consulting Engineers for the Hi-Line East and West Road Professional Engineering Service Project in the amount of \$238,261.92 **This item supports Infrastructure - IF.**

**Classification:** Consent

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

**Issue:** Amendment #3 is to cover additional work needed due to updates to specifications and standards set forth by the TxDOT to include the 2024 standards and specs for the East side. This amendment will also include design of the relocation of an existing lift station and the ROW mapping for the acquisition of 3 parcels in the West portion of the project. (Project No. 1617-01-528-0038)

**Fiscal Consideration:**

Original Agreement: \$1,489,638.77

Amendment #1: \$280,124.39

Amendment #2: \$3,430.22

**Amendment #3: \$238,261.92**

Revised: \$2,011,455.30

**Staff Recommendation:** Staff recommends approval of Amendment #3 to RRP's agreement for Hi-Line Road.

**Alternatives:** No alternative. TxDOT 2024 Standards and specs need to be incorporated into our submittal and additional work must be done for the project to comply. Otherwise, the project will not proceed.

**Exclude Material from Public Packet?** No

**Reason:** N/A

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**ROUTING:**

Edwin Manrique

Pilar Rodriguez

Jamison Merrick

Ricardo Rodriguez

City Management Office

Created/Initiated - 7/16/2025

Approved - 7/16/2025

Approved - 7/18/2025

Approved - 7/18/2025

New -

**PROJECT AGREEMENT FOR  
PROFESSIONAL ENGINEERING SERVICES**

**AMENDMENT NO. 3**

The Contract between another engineering firm that transfer certain business lines to **R.R.P. Consulting Engineers, L.L.C.** and the **City of Pharr**, which was executed on **May 24, 2017** for the **Hi-Line Road**, is hereby amended by mutual agreement as follows:

- A. Modification to Section 1 – Scope of Work – Additional Scope of Work as outlined in Exhibit B-3 attached.
- B. Modification to Section 5 – Professional Service Fee – Increase to Fee for additional services as shown in Exhibit D-3 attached.

This amendment adds **\$238,261.92** to the contract and the maximum total payable under the entire contract, including all amendments, is changed from \$1,773,193.38 to \$2,011,455.30.

All other terms and conditions of the existing contract not changed by this Amendment shall remain in full force and effect.

This Supplemental Agreement shall become effective on the date of the final execution of the parties hereto. All other items and conditions of the Contract not hereby amended are to remain in full force and effect.

**THE ENGINEER:**  
**R.R.P. CONSULTING ENGINEERS, L.L.C.**

**THE CLIENT:**  
**CITY OF PHARR**

\_\_\_\_\_  
Ahmed Abd-El-Meguid PhD, PE  
Vice President  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Attachments  
Exhibit B-3 – Services to be Provided by the Engineer  
Exhibit D-3 – Fee Estimate

**EXHIBIT B-3**  
**SERVICES TO BE PROVIDED BY THE ENGINEER**  
***Hi-Line Road***

County: Hidalgo  
Highway: Hi-Line Road  
Limits: From: Jackson Road to Veterans Road (I-Road)  
Project Length: Approximately 2.3 miles.

**Project Overview:**

The Engineer under this Work Authorization will provide engineering services and environmental documentation, final Plans, Specifications and Estimates (PS&E) design, utility engineering, and bid packaging services for design improvements along Hi-Line Road from Jackson Road to Veterans Road (I-Road). This Supplemental is for changes created due to the TxDOT request to upgrade completed plans with the latest standards, specifications and modifications. It also includes the design of the relocation of an existing lift station and the ROW mapping for the acquisition of 3 parcels in the West portion of the project. The assumption for Project Management services is reflected for a 6-month period.

**Updating Hi Line East Plans**

The Engineer shall update the Hi Line East Plans as per the latest TxDOT Specifications and TxDOT Standards. This shall also include updating the plans as per the modifications as indicated by TxDOT in their latest comments.

**Survey Parcels**

There are four (4) ROW Parcels that are to be part of the Hi-Line West Project. Engineer shall verify ownership information by researching deeds, maps, and other survey records, and provided title reports to prepare and construct the ROW Parcels boundaries accordingly. Engineer shall set monuments that were not found and mark monuments for the new boundaries of the parcels. Engineer will prepare a survey plat for each ROW Parcel. Engineer will provide a digital file in MicroStation format and a pdf version of the survey plat and metes and bounds.

**Lift Station Relocation and Sanitary Sewer City, Force Main Modifications**

Engineer understands that the City is required to relocate the lift station and abandon the existing lift station per TCEQ, TXDOT and City of Pharr requirements to facilitate the roadway expansion to serve the City of Pharr. Due to the condition, location, and service capacity of the City's existing Lift Station, we recommend relocating the facility onto a new property or easement acquired by the City of Pharr modifying the existing sanitary sewer system and force main to allow for a functional lift station to accommodate fully developed conditions to avoid additional costs in the future for capacity upgrades. We understand that the City will need to procure dedication of all easements needed for the proposed lift station site and along the gravity sanitary sewer and force main routes. Engineer recommends moving forward with the below scope for the lift station relocation and sanitary sewer improvements/force main project to serve the City of Pharr.

**SCOPE OF WORK**

- Preliminary Phase Services Existing Lift Station Abandonment and New Lift Station Design
  - Preliminary sizing analysis of proposed lift station and force main facilities.
  - Engineer will coordinate with the Developer of the single-family development and City staff to determine a suitable Lift Station site.
  - Engineer will create a preliminary sanitary sewer layout for the proposed gravity sanitary

- sewer extension and force main, and coordinate with the City staff and the City's operator to delineate the most appropriate alignment.
- Coordinate with adjacent property owners and surveyor to assist the City of Pharr to obtain any required easements.
- Coordinate with TxDOT as needed for any utilities and other work performed in the right-of-way (ROW).
- Determine final scope of work with City staff.
- Lift Station Design Services Existing Lift Station Abandonment and New Lift Station Design
  - Conduct monthly progress meetings, up to a maximum of five (5) meetings during the final design phase.
  - Perform unit process calculations consistent with TCEQ Chapter 217 requirements for lift station design. Document calculations and any proposed variances to TCEQ rules for regulatory approvals.
  - Prepare drawings, specifications, and layouts of improvements to be constructed for design milestone (50% and 100%) submittal and for the final construction contract documents.
  - Prepare application for and obtain TCEQ approval for the project.
  - Final Construction Contract Documents: The plans and specifications will be finalized based on one set of compiled comments from Client. Engineer will seal and sign the completed documents.
  - Engineer shall update plans and specifications with any final comments prior to finalizing for construction.
  - Prepare revised opinion of probable construction cost for the 50% and 100% design completion levels.
- Gravity Sanitary Sewer & Force Main Design Services
  - Update scope and engineer's opinion of probable construction cost as needed.
  - Engineer will develop drawings and specifications for the successful construction of the sanitary sewer extensions and force main. Design changes initiated by the City after the design is complete may result in a request for additional work authorization. Also, additional work authorization may be requested for any TxDOT required design requirements due to work being performed within their right-of-way.
- Reimbursable Expenses
  - Includes travel and copying/mailing charges

### **Geotechnical Engineering Services**

The project will include the relocation of the existing lift station and related equipment. Scope of services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections:

#### **Field Exploration**

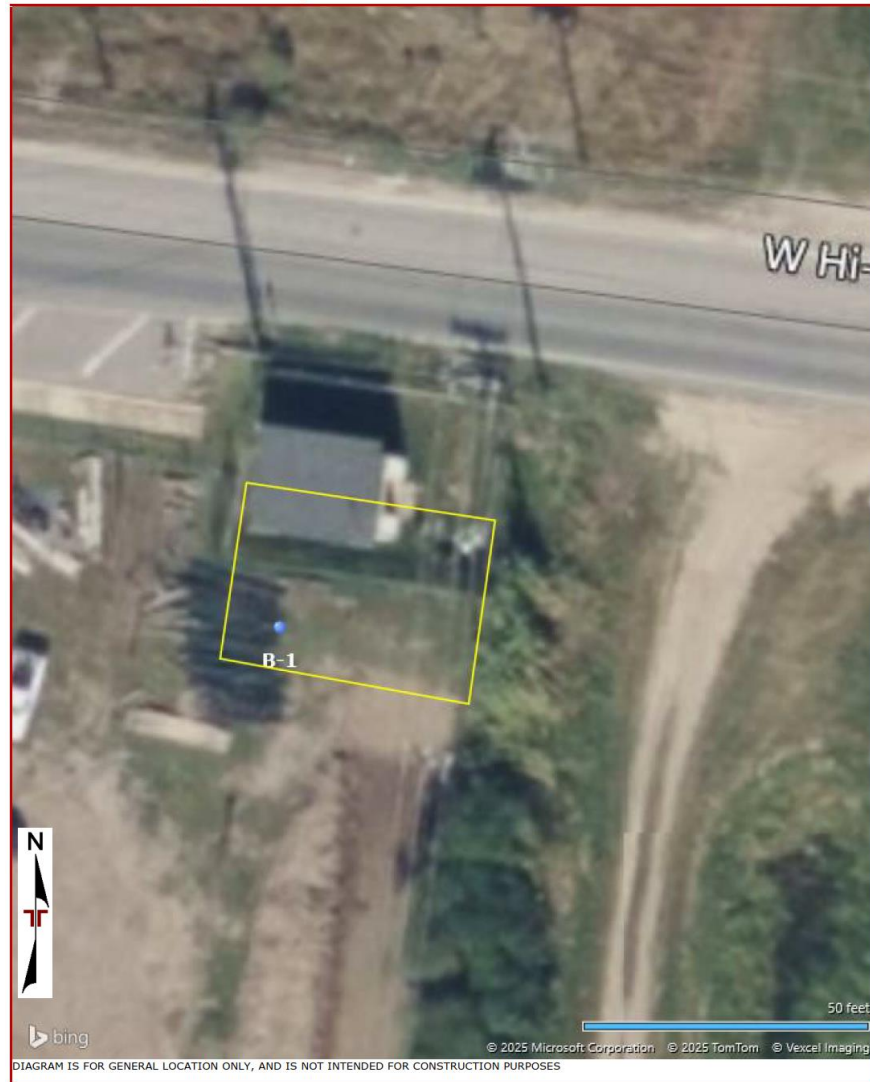
The following field exploration program includes a subsurface boring as described below:

| <b>Number of Borings</b> | <b>Planned Boring Depth (feet) <sup>1</sup></b> | <b>Planned Location <sup>2</sup></b> |
|--------------------------|-------------------------------------------------|--------------------------------------|
| 1                        | 30                                              | Proposed Lift Station Area           |

1. Below existing grade.

2. The planned boring locations are shown on the attached **Anticipated Exploration Plan**.

### Anticipated Exploration Plan



**Boring Layout and Elevations:** Handheld GPS equipment will be used to locate the boring with an estimated horizontal accuracy of  $\pm 20$  feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map.

**Subsurface Exploration Procedures:** Boring will be advanced with a truck-mounted drill rig using continuous flight augers (solid stem and/or hollow stem, as necessary, depending on soil conditions) and/or rotary wash boring techniques. Five samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to the soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, groundwater levels during drilling and sampling will be observed and recorded.

Exploration team will prepare the field boring log as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. The field log include visual classifications of materials observed during drilling and interpretation of subsurface conditions between samples.

**Property Disturbance:** Reasonable efforts will be taken to reduce damage to the property. However, it should be understood that in the normal course of work, some disturbance could occur including rutting of the ground surface and damage to landscaping and/or crops.

Boring will be backfilled with auger cuttings upon completion. Services do not include repair of the site beyond backfilling the borehole. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, it is recommended that borehole be periodically checked and backfilled, if necessary.

### **Utilities**

Identification of unusual or unnatural materials observed while drilling will be noted on logs. Exploration efforts require a boring into the subsurface, therefore Engineer will comply with local regulations to request a utility location service (Texas 811). Engineer will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, the need for alternative subsurface exploration methods will be considered as the safety of the field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Engineer will not be responsible for damage to private utilities not disclosed to Engineer. If the owner/client is unable to accurately locate private utilities, Engineer can assist by coordinating or subcontracting with a private utility locating services for an additional fee.

The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the landowner/client of their responsibilities in identifying private underground utilities.

### **Laboratory Testing**

Engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork, but it is anticipated that the following laboratory testing may be performed:

#### **Water Content**

- Water Content
- Unconfined Compression
- Atterberg Limits
- Grain Size Analysis
- Unit Dry Density
- Corrosivity

The laboratory testing program often includes examination of soil samples by an engineer. Based on the results of the field and laboratory programs, Engineer will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

### **Deliverables:**

Results of the field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring log with field and laboratory data
- Stratification based on the Unified Soil Classification System (USCS)

- Groundwater levels, if observed during and after the completion of drilling
- Site location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Recommended foundation engineering design parameters
- Estimated settlement of foundations
- Seismic site classification (IBC)
- Lateral earth pressure recommendations
- Earthwork recommendations including site/subgrade preparation

Engineering report will be sealed and signed by a professional engineer.

PROJECT: Hi-Line Road  
 CLIENT: City of Pharr  
 CONTRACT: C1617-01-528-0038  
 CSI:  
 COUNTY: Hidalgo  
 RRP JOB NO.: U2556 SA3

07/10/25

Exhibit D-3 -- FEE ESTIMATE

| ACTIVITY CODE | FUNCTION CODE | DESCRIPTION<br>Exhibit B                                                                                 | from       | FIRM    | SERVICE | MAN-HOURS |                   |                       |            |             |                   |          |             |                |                      |               |                  |             | ESTIMATED FEE | TOTALS |
|---------------|---------------|----------------------------------------------------------------------------------------------------------|------------|---------|---------|-----------|-------------------|-----------------------|------------|-------------|-------------------|----------|-------------|----------------|----------------------|---------------|------------------|-------------|---------------|--------|
|               |               |                                                                                                          |            |         |         | Principal | Director of QC/QA | Project Manager       | Engineer V | Env Manager | Env Scientist     | Env Tech | Engineer IV | Engineer I, II | Engineer in Training | CADD Operator | Admin / Clerical | TOTAL HRS   |               |        |
|               |               | Updasting East Plans                                                                                     |            |         |         |           |                   |                       |            |             |                   |          |             |                |                      |               |                  |             |               |        |
|               |               | Specifications                                                                                           | RRP        | BASIC   |         | 4         | 2                 |                       |            |             |                   | 15       |             | 15             | 15                   |               | 51               | \$7,629.91  |               |        |
|               |               | Standards                                                                                                | RRP        | BASIC   |         | 4         | 2                 |                       |            |             |                   | 15       |             | 15             | 15                   |               | 51               | \$7,629.91  |               |        |
|               |               | Modifications                                                                                            | RRP        | BASIC   |         | 4         | 4                 |                       |            |             |                   | 20       |             | 20             | 60                   |               | 108              | \$13,775.68 |               |        |
|               |               | Sub Total ( - Updasting East Plans)                                                                      |            |         |         | 0         | 12                | 8                     | 0          | 0           | 0                 | 0        | 50          | 0              | 50                   | 90            | 0                | 210         | \$29,035.50   |        |
|               |               | Lift Station Relocation                                                                                  |            |         |         |           |                   |                       |            |             |                   |          |             |                |                      |               |                  |             |               |        |
|               |               | Cover Sheet/Index/General Notes                                                                          | RRP        | BASIC   |         | 1         | 2                 | 6                     |            |             |                   |          | 18          | 35             | 20                   |               | 82               | \$10,312.89 |               |        |
|               |               | TCP/SWPPP/TPP                                                                                            | RRP        | BASIC   |         |           | 2                 | 8                     |            |             |                   |          | 18          | 52             | 40                   |               | 120              | \$13,981.38 |               |        |
|               |               | Overall Layout                                                                                           | RRP        | BASIC   |         | 1         | 2                 | 6                     |            |             |                   |          |             |                | 10                   |               | 19               | \$3,063.38  |               |        |
|               |               | Plan and Profiles                                                                                        | RRP        | BASIC   |         | 2         | 2                 | 4                     |            |             |                   |          | 40          | 60             | 40                   |               | 148              | \$17,961.94 |               |        |
|               |               | Details of Crossings and Easements                                                                       | RRP        | BASIC   |         | 2         | 2                 | 4                     |            |             |                   |          | 30          | 40             | 40                   |               | 118              | \$14,384.74 |               |        |
|               |               | Quantity and Summary Sheets                                                                              | RRP        | BASIC   |         | 1         | 2                 | 10                    |            |             |                   |          | 30          | 40             |                      |               | 83               | \$11,663.88 |               |        |
|               |               | Documents 00010 / 00015 / 00830                                                                          | RRP        | BASIC   |         | 4         | 2                 | 10                    |            |             |                   |          | 10          | 20             | 40                   | 20            | 106              | \$12,710.26 |               |        |
|               |               | Documents 00410 A & B / 01110                                                                            | RRP        | BASIC   |         | 4         | 2                 | 30                    |            |             |                   |          | 30          | 20             | 40                   | 20            | 146              | \$19,940.66 |               |        |
|               |               | Cost Estimates - All Milestone Submittals                                                                | RRP        | BASIC   |         | 6         | 2                 | 12                    |            |             |                   |          | 30          | 80             |                      |               | 130              | \$17,809.78 |               |        |
|               |               | Pre-Bid Information / Pre-Bid Agenda/ Addendum/Drawings                                                  | RRP        | BASIC   |         |           | 4                 | 4                     |            |             |                   |          | 10          | 20             | 20                   | 10            | 68               | \$8,143.74  |               |        |
|               |               | Bid Tabulation / Recommendation / Post Bid Information / etc                                             | RRP        | BASIC   |         |           | 6                 | 20                    |            |             |                   |          |             |                |                      | 10            | 36               | \$6,659.56  |               |        |
|               |               | Public Engagement and Exhibits                                                                           | RRP        | BASIC   |         |           | 8                 | 16                    |            |             |                   |          | 20          |                | 20                   | 5             | 69               | \$10,883.63 |               |        |
|               |               | Standard Approvals - Interagency                                                                         | RRP        | BASIC   |         | 1         | 4                 | 8                     |            |             |                   |          | 20          |                | 10                   | 8             | 51               | \$7,706.08  |               |        |
|               |               | Standard Approvals - Private Utilities (Electric, Gas, etc.)                                             | RRP        | BASIC   |         |           | 4                 | 10                    |            |             |                   |          | 40          | 10             | 20                   | 10            | 94               | \$12,938.64 |               |        |
|               |               | Schedule                                                                                                 | RRP        | BASIC   |         | 1         | 2                 | 10                    |            |             |                   |          | 10          |                |                      | 4             | 27               | \$4,813.92  |               |        |
|               |               | Survey (topo)                                                                                            | M&H        | BASIC   |         |           |                   |                       |            |             |                   |          |             |                |                      |               | 0                | \$1,500.00  |               |        |
|               |               | Geotechnical                                                                                             | Terracon   | BASIC   |         |           |                   |                       |            |             |                   |          |             |                |                      |               | 0                | \$6,000.00  |               |        |
|               |               | Sub Total ( - Lift Station Relocation)                                                                   |            |         |         | 0         | 23                | 46                    | 158        | 0           | 0                 | 0        | 0           | 306            | 377                  | 300           | 87               | 1,297       | \$180,474.48  |        |
|               |               | ROW Parcels                                                                                              |            |         |         |           |                   |                       |            |             |                   |          |             |                |                      |               |                  |             |               |        |
|               |               | ROW Parcels for 4 Parcels                                                                                | M&H        | BASIC   |         |           |                   |                       |            |             |                   |          |             |                |                      |               | 0                | \$10,000.00 |               |        |
|               |               | Review of Mapping                                                                                        | RRP        | BASIC   |         | 2         | 1                 |                       |            |             |                   | 2        |             |                |                      |               | 5                | \$1,312.87  |               |        |
|               |               | Sub Total ( - ROW Parcels )                                                                              |            |         |         | 0         | 2                 | 1                     | 0          | 0           | 0                 | 0        | 2           | 0              | 0                    | 0             | 5                | \$11,312.87 |               |        |
|               |               | Project Administration and Coordination                                                                  |            |         |         |           |                   |                       |            |             |                   |          |             |                |                      |               |                  |             |               |        |
|               |               | Project Manager (Proj Coord) (1 HRS/WK)                                                                  | RRP        | SPECIAL |         |           | 12                |                       |            |             |                   |          |             |                |                      |               | 12               | \$3,424.92  |               |        |
|               |               | Project Manager Bi-Weekly Meeting (Prog. Rpts)                                                           | RRP        | SPECIAL |         |           | 12                |                       |            |             |                   |          |             |                |                      | 5             | 17               | \$3,805.47  |               |        |
|               |               | Project Coordination Meetings (Monthly Reports)                                                          | RRP        | SPECIAL |         |           | 12                |                       |            |             |                   | 10       |             |                |                      | 5             | 27               | \$5,708.17  |               |        |
|               |               | Prepare Proj. Meetings Notes                                                                             | RRP        | SPECIAL |         |           | 6                 |                       |            |             |                   | 10       |             |                |                      | 5             | 21               | \$3,995.71  |               |        |
|               |               | Sub Total ( - Project Administration and Coordination )                                                  |            |         |         | 0         | 0                 | 42                    | 0          | 0           | 0                 | 0        | 20          | 0              |                      | 15            | 77               | \$16,934.27 |               |        |
|               |               | Sub Total (")                                                                                            |            |         |         | 0         | 37                | 97                    | 158        | 0           | 0                 | 0        | 72          | 306            | 427                  | 390           | 102              | 1,589       | \$237,757.12  |        |
|               |               | LABOR TOTALS                                                                                             |            |         |         |           |                   |                       |            |             |                   |          |             |                |                      |               |                  |             | \$237,757.12  |        |
|               |               | Total Hours                                                                                              | MULTIPLIER |         |         | 0         | 37                | 97                    | 158        | 0           | 0                 | 0        | 72          | 306            | 427                  | 390           | 102              | 1,589       |               |        |
|               |               | CONTRACT RATES: (\$/MAN-HOUR)                                                                            | 3.8054     |         |         | 361.51    | 323.46            | 285.41                | 209.30     | 205.49      | 144.61            | 95.14    | 190.27      | 152.22         | 102.75               | 91.33         | 76.11            |             |               |        |
|               |               | BASE RATES: (\$/MAN-HOUR )                                                                               |            |         |         | 95.00     | 85.00             | 75.00                 | 55.00      | 54.00       | 38.00             | 25.00    | 50.00       | 40.00          | 27.00                | 24.00         | 20.00            |             |               |        |
|               |               |                                                                                                          |            |         |         |           |                   |                       |            |             |                   |          |             |                |                      |               |                  |             |               |        |
|               | 160           | NON LABOR                                                                                                |            |         |         |           |                   |                       |            |             |                   |          |             |                |                      |               |                  |             |               |        |
|               |               | Field Supplies                                                                                           | RRP (NL)   | SPECIAL |         |           |                   |                       |            |             |                   |          |             |                |                      |               |                  |             | \$0.00        |        |
|               |               | Geosearch Data Report                                                                                    | RRP (NL)   | SPECIAL |         |           |                   |                       |            |             |                   |          |             |                |                      |               |                  |             | \$0.00        |        |
|               |               | PS&E Plots 4 Submittal (@ \$0.20 per page) (11" X 17" B/W) (5 Copies) (East)                             | RRP (NL)   | SPECIAL |         |           |                   | Pages per Submittal = | 200        |             | Number of Plots = | 5        |             |                |                      |               |                  |             | \$200.00      |        |
|               |               | PS&E Final Plots Submittal with Cross Sections(@ \$0.20 per page) (11" X 17" B/W) (6 Copies) (East/West) | RRP (NL)   | SPECIAL |         |           |                   | Pages per Submittal = | 200        |             | Number of Plots = | 6        |             |                |                      |               |                  |             | \$240.00      |        |
|               |               | Travel - Mileage Project Site Visits                                                                     | RRP (NL)   | SPECIAL |         |           |                   | Mileage per trip =    | 30         |             | Trips =           | 4        |             |                |                      |               |                  |             | \$64.80       |        |
|               |               | Sub Total (F.C. 160 - NON LABOR)                                                                         |            |         |         |           |                   |                       |            |             |                   |          |             |                |                      |               |                  |             | \$504.80      |        |
|               |               | NON LABOR TOTAL                                                                                          |            |         |         |           |                   |                       |            |             |                   |          |             |                |                      |               |                  |             | \$504.80      |        |
|               |               | BASIC SERVICE TOTAL                                                                                      |            |         |         |           |                   |                       |            |             |                   |          |             |                |                      |               |                  |             | \$220,822.85  |        |
|               |               | SPECIAL SERVICE TOTAL                                                                                    |            |         |         |           |                   |                       |            |             |                   |          |             |                |                      |               |                  |             | \$17,439.07   |        |
|               |               | PROJECT TOTAL                                                                                            |            |         |         |           |                   |                       |            |             |                   |          |             |                |                      |               |                  |             | \$238,261.92  |        |



TBPELS Firm # F-1435  
TBPELS # 10096900

MELDEN & HUNT INC.  
CONSULTANTS • ENGINEERS • SURVEYORS  
MARIO A. REYNA • ALLAN F. BOOE • ROBERTO N. TAMEZ • RUBEN JAMES DE JESUS • MICHAEL HERNANDEZ

## EXHIBIT D-3

### Cost Proposal

May 12, 2025

Mr. Andres Hernandez III, E.I.T.  
RRP Consulting Engineers  
5408 N 10th Street  
McAllen, TX 78504

RE: CSJ: 0921-02-376 Hi-Line West – Survey Parcels

Dear Mr. Hernandez

As per your request, Melden & Hunt, Inc. (MHI), is pleased to offer our professional surveying services for the project referenced above.

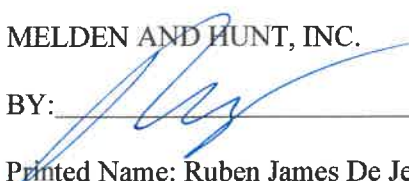
There are four (4) ROW Parcels that are to be part of the Hi-Line West Project. Melden and Hunt, Inc (MHI), shall verify ownership information by researching deeds, maps, and other survey records, and provided title reports to prepare and construct the ROW Parcels boundaries accordingly. MHI shall set monuments that were not found and mark monuments for the new boundaries of the parcels. MHI will prepare a survey plat for each ROW Parcel. MHI will provide a digital file in Microstation format and a pdf version of the survey plat and metes and bounds.

Melden & Hunt, Inc. is prepared to provide this service to you for a fee of \$2,500.00 per parcel. Total of \$10,000.00 for the four mentioned parcels. MHI will provide Design Survey for the proposed lift station parcel site, to include existing topography, utilities and improvements within the lift station project limits. This will be done for a fee of \$1,500.00.

Please let me know if you have any questions or need further information. We appreciate this opportunity to offer our services and look forward to working with you on this project.

APPROVED FOR:

MELDEN AND HUNT, INC.

BY: 

Printed Name: Ruben James De Jesus

Title: Vice President

Date: 5-13-25

EXHIBIT D-3  
Cost Proposal



1506 Mid Cities Drive  
Pharr, Texas 78577  
P (956) 283 8254  
**Terracon.com**

May 12, 2025

R.R.P. Consulting Engineers, L.L.C.  
5400 North 10th Street  
McAllen, Texas 78504

**Attn:** Mr. Daniel Garces, P.E.  
P: (956) 926 5000  
E: dgarces@rrpeng.com

**RE:** Proposal for Geotechnical Engineering Services  
Hi-Line West - Lift Station  
West Hi Line Road and Jackson Road (SEQ)  
Pharr, Texas  
Terracon Proposal No. P88255072

Dear Mr. Garces:

## Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our fee is shown in the following table:

| Task <sup>1</sup>                                                  | Lump Sum Fee |
|--------------------------------------------------------------------|--------------|
| Subsurface Exploration, Laboratory Testing and Geotechnical Report | \$6,000      |

1. The lump sum fee considers one drill rig mobilization and no unexpected onsite delays. If additional drill rig mobilizations are required, an additional fee of \$650 would be invoiced. A drill crew standby rate of \$350 per hour would be invoiced for unexpected delays.

Sincerely,

**Terracon**

(Texas Firm Registration No. F-3272)

*Samantha Leal*

Samantha Leal  
Staff Engineer

*Alfonso A. Soto*

Alfonso A. Soto, P.E., BC.GE, F. ASCE  
Senior Principal

Facilities | Environmental | **Geotechnical** | Materials

**PROJECT AGREEMENT FOR  
PROFESSIONAL ENGINEERING SERVICES**

**AMENDMENT NO. 3**

The Contract between **R.R.P. Consulting Engineers L.L.C.** (previously S&B Infrastructure, Ltd.) and the **City of Pharr** which was executed by the parties on **May 24, 2017** for the **Hi-Line Road**, is hereby amended by mutual agreement as follows:

- A. Modification to Section 1 – Scope of Work – Additional Scope of Work as outlined in Exhibit B-3 attached.
- B. Modification to Section 5 – Professional Service Fee – Increase to Fee is the difference between cost shown in Exhibit D-3 attached.

This amendment adds **\$238,261.92** to the contract and the maximum total payable under the entire contract, including all amendments, is changed from \$ 1,773,193.38 to **\$ 2,011,455.30.**

All other terms and conditions of the existing contract not changed by this Amendment shall remain in full force and effect.

**APPROVAL OF AMENDMENT NO. 3**

**S&B Infrastructure, Ltd.  
5408 North 10<sup>th</sup> Street  
McAllen, TX 78504**

ENGINEERING FIRM

By: \_\_\_\_\_  
Signature

Ahmed Abd-El-Meguid  
VICE PRESIDENT

SIGNED on this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Dr. Jonathan B. Flores  
City Manager  
City of Pharr, Texas

SIGNED on this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.



## AGENDA MEMORANDUM



**BOARD:** BOARD OF COMMISSIONERS

**AGENDA ITEM #:** 4.F.

**DATE SUBMITTED:** July 18, 2025

**MEETING DATE:** July 21, 2025

**FROM:** Alessandra Garcia, Assistant City Clerk

**DEPARTMENT:** Administration

**DIRECTOR:**

**Agenda Item:** PLATS:

**Classification:** Consent

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

**Issue:**

**Fiscal Consideration:**

**Staff Recommendation:**

**Alternatives:**

**Exclude Material from Public Packet?** No

**Reason:**

---

**ROUTING:**

Alessandra Garcia

Created/Initiated - 7/18/2025



## AGENDA MEMORANDUM



**BOARD:** BOARD OF COMMISSIONERS

**AGENDA ITEM #:** 4.F.1.

**DATE SUBMITTED:** July 15, 2025

**MEETING DATE:** July 21, 2025

**FROM:** Kimberly Mendoza, Development Services Director

**DEPARTMENT:** Development Services

**DIRECTOR:** Kimberly Mendoza

**Agenda Item:** Pablo Soto Jr., P.E., representing Enrique Casas Jr. and Luz Virginia Casas, owners, is requesting final plat approval of the proposed Rick's Food Court State Avenue Subdivision. The property is legally described as being a 0.37 of an acre of land out of the Union Pacific Railroad Right of Way, Pharr Original Townsite, Hidalgo County, Texas. The property is located within the 400 Block of West State Street. SUB#240823 **This item supports EV - Economic Vitality.**

**Classification:** Consent

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

**Issue:** Pablo Soto Jr., P.E., representing Enrique Casas Jr. and Luz Virginia Casas, owners, is requesting final plat approval of the proposed Rick's Food Court State Avenue Subdivision.

**Fiscal Consideration:** N/A

**Staff Recommendation:** Development Services recommends final plat approval of the proposed Rick's Food Court State Avenue Subdivision subject to the listed conditions.

**Planning and Zoning Commission Recommendation:** The Planning and Zoning Commission voted unanimously to recommend approval of the final plat of the proposed Rick's Food Court State Avenue Subdivision at their meeting on July 14, 2025. There were eight members present and voting.

**Alternatives:** N/A

**Exclude Material from Public Packet?** No

**Reason:** N/A

---

### ROUTING:

Kimberly Mendoza  
Ricardo Rodriguez  
City Management Office

Created/Initiated - 7/15/2025  
Approved - 7/18/2025  
Final Approval - 7/18/2025



## MEMORANDUM

---

**DATE:** MONDAY, JULY 21, 2025

**TO:** MAYOR AND CITY COMMISSION

**FROM:** KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

**THROUGH:** JONATHAN B. FLORES, CITY MANAGER

**SUBJECT:** RICKS FOOD COURT STATE AVENUE SUBDIVISION  
FILE NO. **SUB#240823**

---

### **GENERAL INFORMATION:**

**APPLICANT:** Pablo Soto Jr., P.E., representing Enrique Casas Jr. and Luz Virginia Casas, Owners, are requesting final plat approval of the proposed Rick's Food Court State Avenue Subdivision.

**LEGAL DESCRIPTION:** The property is legally described as being a 0.37 of an acre of land out of the Union Pacific Railroad Right of Way, Pharr Original Townsite, Hidalgo County, Texas.

**LOCATION:** The property is located within the 400 Block of W. State St.

**ZONING:** The property is currently zoned General Business District (C). The adjacent zones are Business District (C-2) to the north, General Business District (C) to the east, south and west. The property is designated for commercial use in the Land Use Plan.

**PROPERTY PROPOSED USE:** Mobile food park.

**VARIANCES:** None requested.

**RECOMMENDATIONS:** Development Services recommends final plat approval of the proposed Rick's Food Court State Avenue Subdivision subject to the following conditions:

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

**EASEMENTS:** 1. In compliance.

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

**FIRE PROTECTION:** 1. In compliance.

**WATER:** 1. In compliance.

**SEWER:** 1. In compliance.

**DRAINAGE:** 1. In compliance.

**OTHER:** 1. In compliance.

**PLANNING AND ZONING COMMISSION:**

The Planning and Zoning Commission voted unanimously to approve final plat of the proposed Rick's Food Court State Avenue Subdivision at their meeting on July 14, 2025.

PLAT OF  
RICK'S FOOD COURT STATE  
AVENUE SUBDIVISION

A 0.37 OF AN ACRE OF LAND OUT OF THE Union PACIFIC RAILROAD RIGHT OF WAY, PHARR ORIGINAL TOWNSITE, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 3, PAGE 34, M.R.H.C., TEXAS.

PREPARED BY: PABLO SOTO JR. P.E.

DATE: JULY 12, 2024

METES AND BOUNDS

A 0.37 of an acre of land out of the Union Pacific Railroad Right of Way, Original Townsite of Pharr, Hidalgo County, Texas, as per map recorded in Volume 3, Page 34, Map Records of Hidalgo County, Texas, said 0.37 of an acre of land being more particularly described by metes and bounds as follows:

COMMENCING at the Southeast corner of Lot "AA", Original Townsite of Pharr, Thence South 87 degrees 07 minutes 25 seconds East, with the North right of way line of the Union Pacific Railway, a distance of 110.14 feet to a half (1/2) inch iron rod with a yellow cap stamped RGECE found for the Southwest corner of this tract of land and the POINT OF BEGINNING;

THENCE North, a distance of 100.13 feet to a half (1/2) inch iron rod with a yellow cap stamped RGECE found at the South right of way line of W. State St., for the Northwest corner of this tract of land;

THENCE South 87 degrees 07 minutes 25 seconds East, with the South right of way line of said W. State St., a distance of 159.84 feet to a half (1/2) inch iron rod with a yellow cap stamped RGECE found for the Northeast corner of this tract of land;

THENCE South, a distance of 100.13 feet to a half (1/2) inch iron rod with a yellow cap stamped RGECE found at the North right of way line of the said Union Pacific Railway for the Southeast corner of this tract of land;

THENCE North 87 degrees 07 minutes 25 seconds West, with the North right of way line of said Union Pacific Railway, a distance of 159.84 feet to the POINT OF BEGINNING, containing 0.37 of an acre, more or less.

STATE OF TEXAS  
COUNTY OF HIDALGO

WE, **ENRIQUE CASAS, JR. AND LUZ VIRGINIA CASAS**, OWNER OF THE LAND SHOWN, AND DESIGNATED HERE AS **RICK'S FOOD COURT STATE AVENUE SUBDIVISION** AN ADDITION OF THE CITY OF PHARR, TEXAS AND WHOSE NAME(S) IS(ARE) SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREET, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

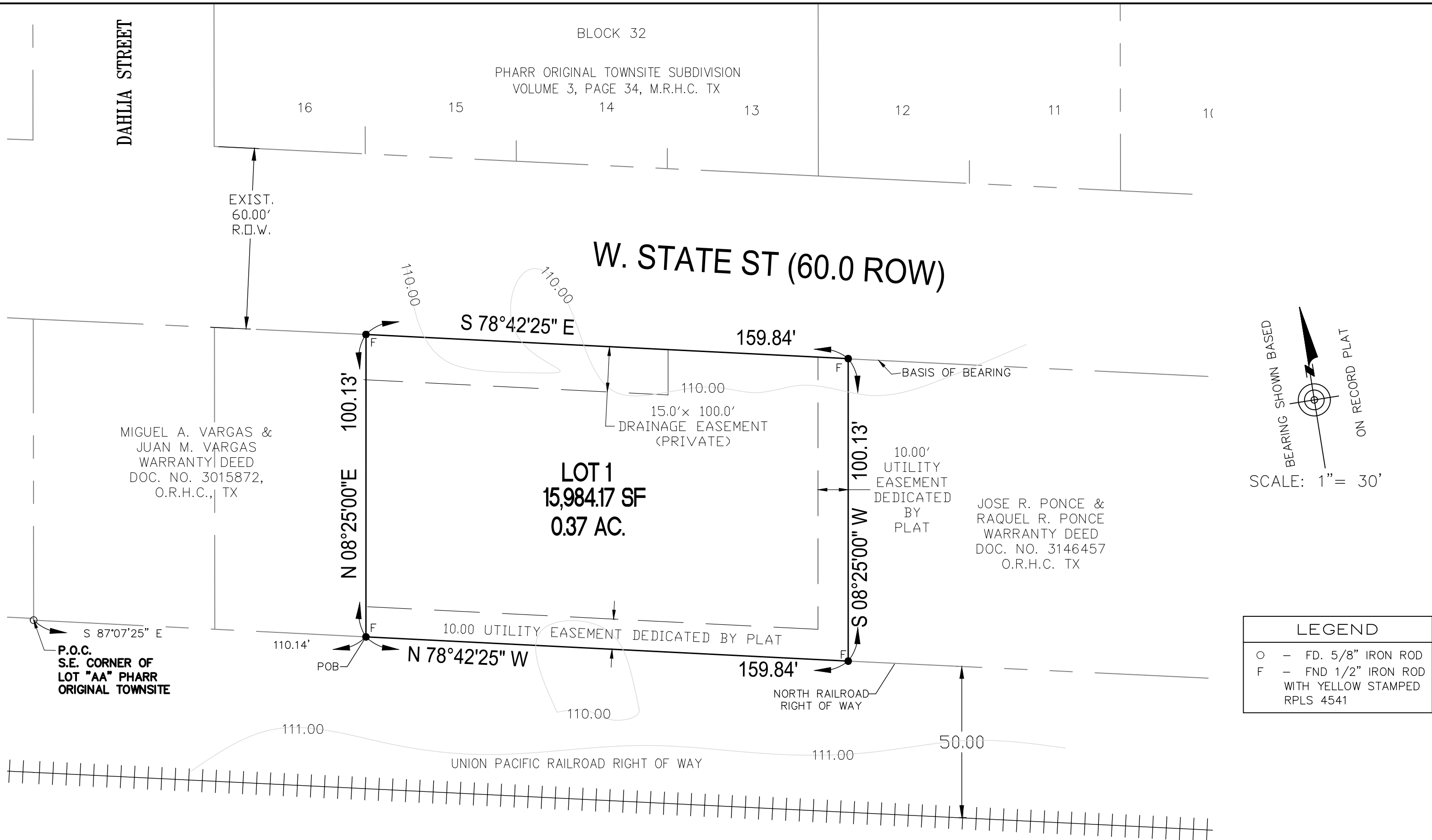
|                     |      |                     |      |
|---------------------|------|---------------------|------|
| ENRIQUE CASAS JR.   | DATE | LUZ VIRGINIA CASAS  | DATE |
| 402 W. STATE AVENUE |      | 402 W. STATE AVENUE |      |
| PHARR, TEXAS 78577  |      | PHARR, TEXAS 78577  |      |

THE STATE OF TEXAS-COUNTY OF HIDALGO  
PUBLIC NOTARY CERTIFICATE

BEFORE ME, the undersigned notary public, on this day personally appeared **ENRIQUE CASAS JR. AND LUZ VIRGINIA CASAS**, proved to me through her Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, de-clared that the statements therein are true and correct and acknowledged that she executed the same for the purposes and consideration thereby expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

NOTARY PUBLIC- STATE OF TEXAS



GENERAL SUBDIVISION PLAT NOTES:

1.- FLOOD ZONE DESIGNATION:  
ZONE "B" AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD;  
OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.  
(MEDIUM SHADING) COMMUNITY-PANEL NUMBER 480347 0005 C, MAP REVISED: OCTOBER 19,1982.

2.- ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING THE BUILDING PERMIT PHASE IN ORDER TO PROVIDE ANY ADDITION FIRE PROTECTION REQUIREMENTS.

3.-MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTER OF W. STATE AVENUE.

4.- LEGEND -●- DENOTES 1/2" IRON ROD WITH YELLOW CAP STAMPED RGECE SET UNLESS OTHERWISE NOTED.

5.- BUILDING SET BACK: AS PER CITY OF PHARR ORDINANCE.

6.- STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY. THE ENGINEER OF RECORD FOR THIS SUBDIVISION PLAT HAS ESTIMATED THAT AN AREA OF APPROXIMATELY **0.024** ACRES AND A VOLUME OF APPROXIMATELY **0.092** ACRES FEET WILL BE REQUIRED FOR THIS USE. THIS IS AN ESTIMATE ONLY AND DETAILED ANALYSIS MAY REVEAL DIFFERENT REQUIREMENTS. NO BUILDING PERMIT SHALL BE ISSUED FOR THIS PLATTED PROPERTY UNTIL A STORM WATER DETENTION SYSTEM DESIGN HAS BEEN APPROVED BY THE CITY OF PHARR FOR THIS COMMERCIAL DEVELOPMENT.

7.- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

8.- REFERENCE BENCHMARK: CITY OF PHARR BENCHMARK NO. #43  
NORTHING:16596625.737  
EASTING:1086605.451  
ELEV. 110.53  
LOCATED ON NORTH SIDE OF RAILROAD TRACKS APPROXIMATELY 300 FEET WEST OF BLUEBONNET STREET.

9.-THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED IN THIS PLAT, DUE TO THE IMPVIOUS ARE BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THIS SUBDIVISION.

10.- ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS REQUIRED BY TCEQ.

11.-OWNER TO MAINTAIN DETENTION/RETENTION AREAS.

12.-LANDSCAPING AS PER CITY OF PHARR ORDINANCE.

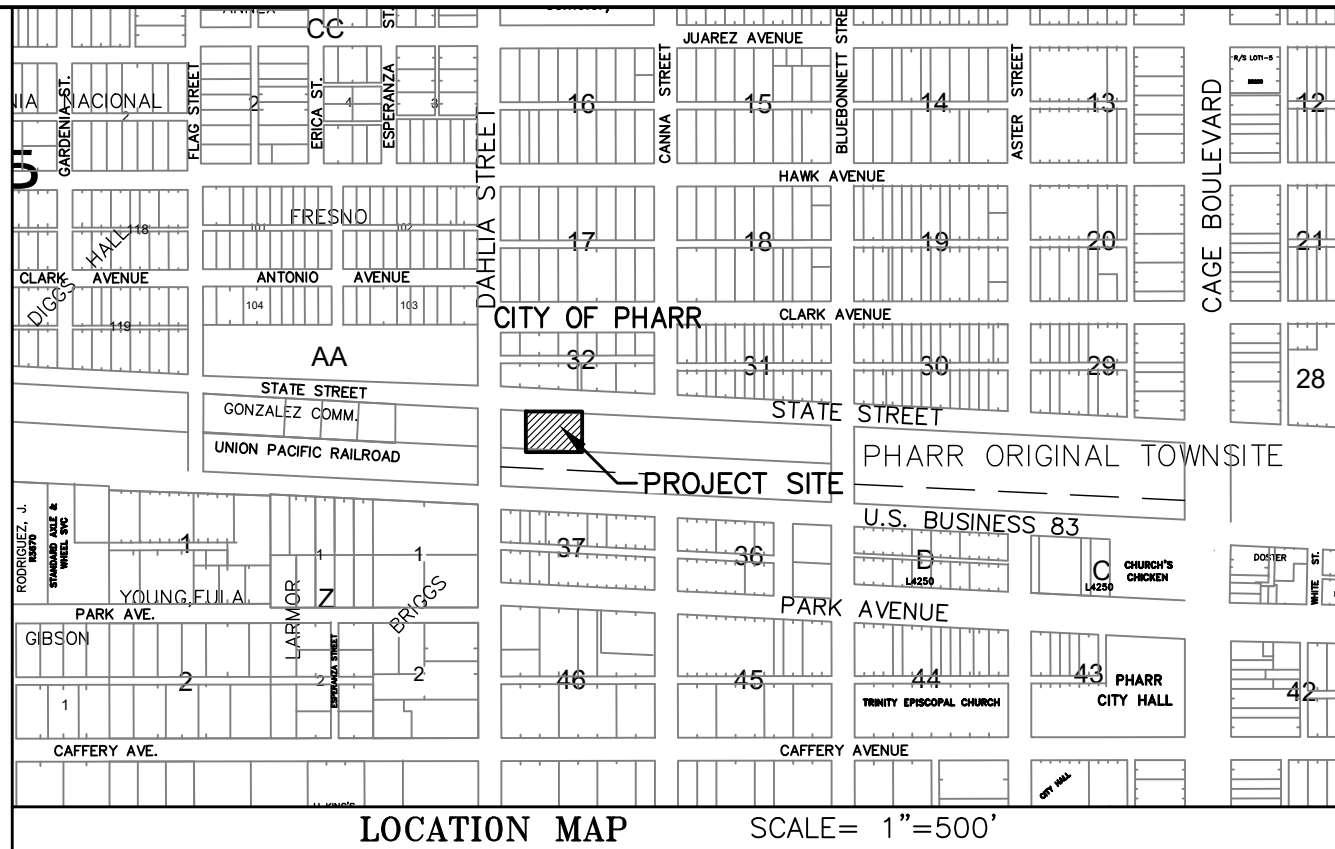
13.-OWNER TO MAINTAIN R.O.W. AND PERIMETER OF SUBDIVISION.

14.-NO STRUCTURE ALLOWED OVER ANY EASEMENT GRANTED BY THIS PLAT.

15.-ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.

16.-5.0 FT SIDEWALK WITH ADA WHEELCHAIR RAMPS AND LANDINGS SHALL BE REQUIRED TO BE CONSTRUCTED ALONG ALL STREETS AT THE TIME OF BUILDING PERMIT PHASE.

17.-EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH CURRENT TEXAS POLLUTION DISCHARGE ELIMINATION SYSTEM (TPDES)



APPROVAL BY PLANNING AND ZONING COMMISSION  
COUNTY OF HIDALGO

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF PHARR, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

DANNY WYLIE,  
CHAIRMAN PLANNING AND ZONING COMMISSION

DATE

CITY OF PHARR CERTIFICATE OF APPROVAL

UNDER LOCAL GOVERNMENT CODE 212.0115(B), WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RICKS FOOD COURT STATE AVENUE SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF PHARR,

MAYOR, AMBROSIO HERNANDEZ

DATE

ATTEST: CITY CLERK,

DATE

STATE OF TEXAS  
COUNTY OF HIDALGO

I, THE UNDERSIGNED, PABLO SOTO, JR., A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT AS HERIN SHOWN.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

REGISTERED PROFESSIONAL ENGINEER No. 66278



I, PABLO SOTO JR., CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

PABLO SOTO JR.  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4541



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

ON: \_\_\_\_\_ AT \_\_\_\_\_ AM/PM

INSTRUMENT NUMBER  
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: \_\_\_\_\_ DEPUTY

PABLO SOTO, JR. P.E.

CIVIL ENGINEER & LAND SURVEYOR

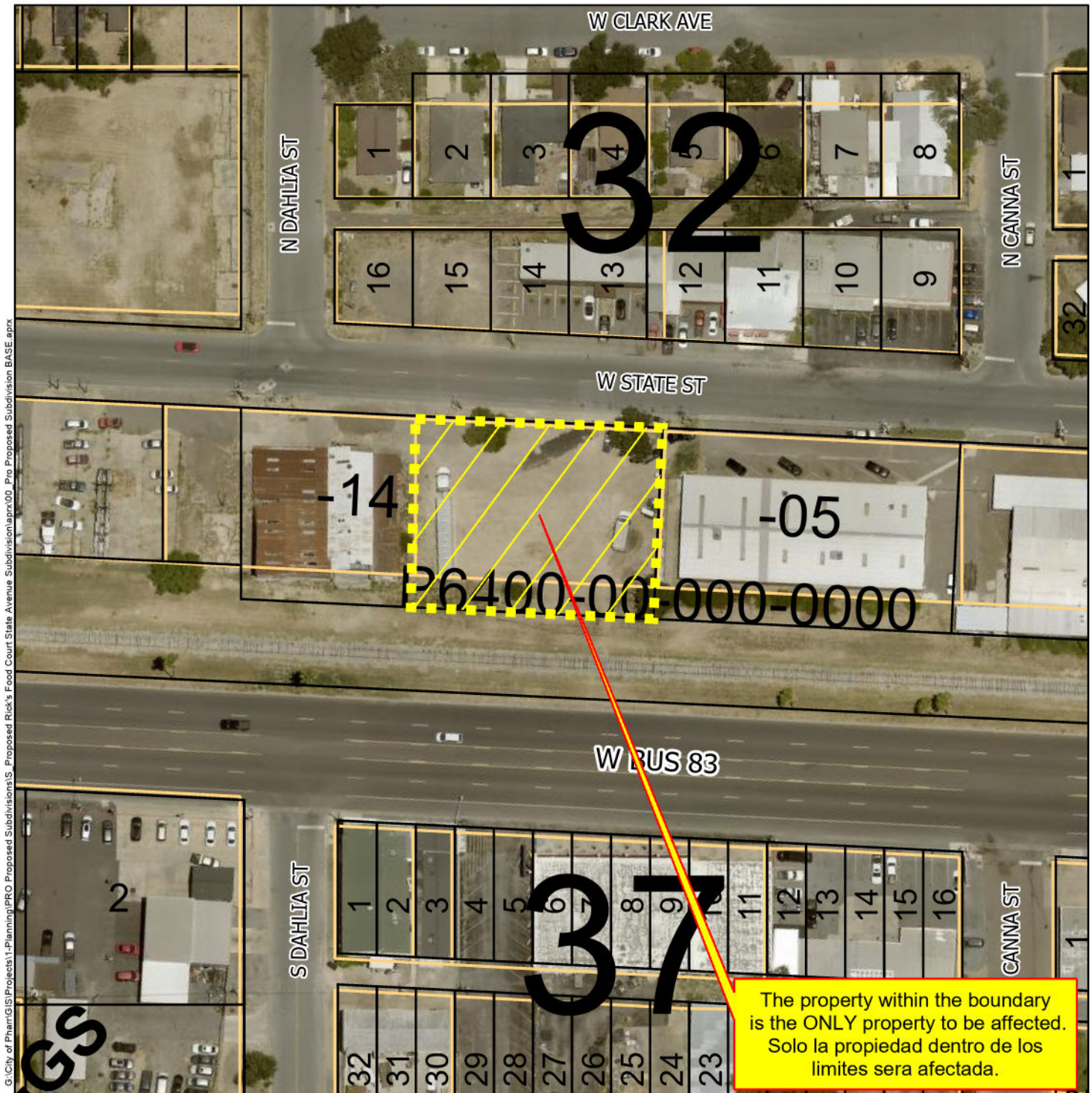
1208 S. IRONWOOD ST. PHARR, TEXAS-78577  
(TEL) 956-460-1605 (FAX) 956-782-8277

T.B.P.E.  
FIRM No. F-20208

PRINCIPAL CONTACTS:

| Name                    | Address              | City & Zip      | Phone          |
|-------------------------|----------------------|-----------------|----------------|
| OWNER:                  |                      |                 |                |
| ENGINEER: PABLO SOTO JR | 1208 S. IRONWOOD ST. | PHARR, TX 78577 | (956) 460-1605 |
| SURVEYOR: PABLO SOTO JR | 1208 S. IRONWOOD ST. | PHARR, TX 78577 | (956) 460-1605 |

AERIAL



 Subject Property

City of Pharr, Texas  
Engineering Department  
956.702.5355

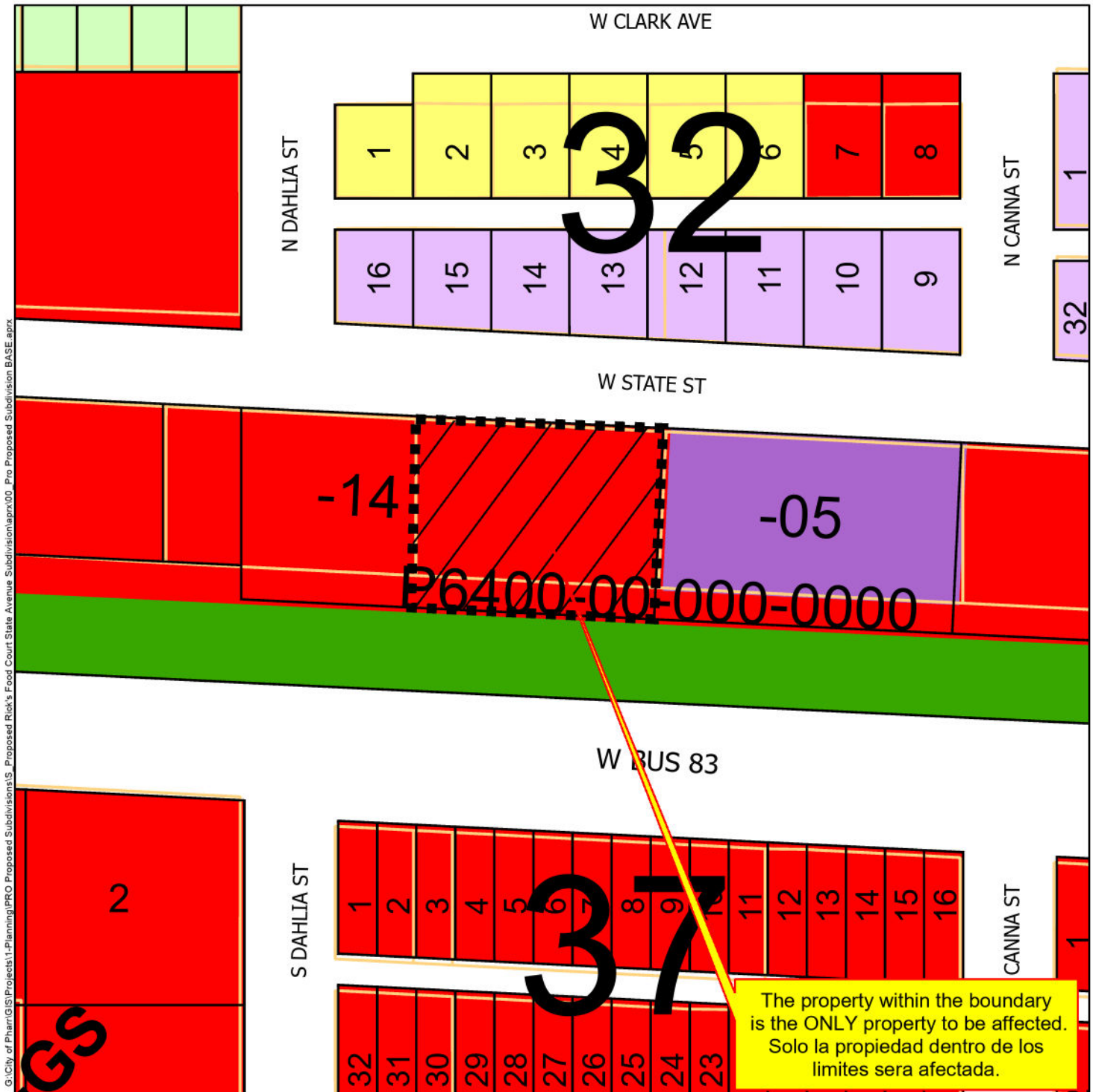
Scale: 1:1,100

0 45 90 180 270 360 Feet



Date: 12/17/2024

## ZONING



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





**Pharr**  
Development Services



## Site Photo

400 Block of W. State St.





## AGENDA MEMORANDUM



**BOARD:** BOARD OF COMMISSIONERS

**AGENDA ITEM #:** 5.A.

**DATE SUBMITTED:** July 16, 2025

**MEETING DATE:** July 21, 2025

**FROM:** Daniela Villarreal, Buyer II

**DEPARTMENT:** Purchasing

**DIRECTOR:** Maritza Magallan

**Agenda Item:** Consideration and action, if any, on Ordinance amending Ordinance No. O-2024-06 updating Procurement Policy Manual. *(1st Reading) This item supports SE - Service Excellence.*

**Classification:** Regular

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

**Issue:** The Purchasing Department recommends amending the City's Procurement Policy Manual to strengthen internal control measures governing the purchasing process. The proposed updates are intended to enhance transparency, ensure compliance with applicable regulations, and align procurement practices with industry standards and best practices. The revisions will also serve to align the City's policy with recent changes introduced under both House Bill and Senate Bill legislation, which are scheduled to take effect on September 1, 2025.

**Fiscal Consideration:** N/A

**Staff Recommendation:** Staff recommends approval

**Alternatives:** N/A

**Exclude Material from Public Packet?** No

**Reason:** N/A

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### ROUTING:

Daniela Villarreal

Maritza Magallan

Hilda Pedraza

Ricardo Rodriguez

Jamison Merrick

City Management Office

Created/Initiated - 7/16/2025

Approved - 7/16/2025

Approved - 7/18/2025

Approved - 7/18/2025

New -

**ORDINANCE NO. O-2025-\_\_**

**AN ORDINANCE AMENDING ORDINANCE NO'S. O-2024-06; O-2021-38; O-2016-20; O-2015-29; O-2012-33; O-2010-29; AND 1985-8527, PROVIDING FOR THE DELEGATION OF THE DUTIES OF THE CITY MANAGER AS PURCHASING AGENT; ADOPTING THE CITY OF PHARR PURCHASING MANUAL AS THE AUTHORITATIVE GUIDE TO PURCHASING ACTIONS; INCLUSION IN PHARR CODE OF ORDINANCES; INCORPORATION OF OTHER ORDINANCES; REPEALING CONFLICTING ORDINANCES; SEVERABILITY; AND EFFECTIVE DATE**

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

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

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

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

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

CONSIDERED PASSED AND APPROVED ON FIRST READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the \_\_\_\_ day of July, 2025.

CITY OF PHARR

\_\_\_\_\_  
Ambrosio Hernandez Mayor

ATTEST:

\_\_\_\_\_  
Imelda Barrera, City Clerk

CONSIDERED PASSED AND APPROVED ON SECOND READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the \_\_\_\_ day of August, 2025.

CITY OF PHARR

\_\_\_\_\_  
Ambrosio Hernandez, Mayor

ATTEST:

\_\_\_\_\_  
Imelda Barrera, City Clerk

CONSIDERED PASSED AND APPROVED ON THIRD AND FINAL READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the \_\_\_\_ day of August, 2025.

CITY OF PHARR

\_\_\_\_\_  
Ambrosio Hernandez, Mayor

ATTEST:

\_\_\_\_\_  
Imelda Barrera, City Clerk



**Pharr**



DRAFT 1

~~MAYRA GOMEZ~~  
~~PURCHASING DIRECTOR~~  
Maritza Magallan  
Interim Purchasing Director

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# PURCHASING DEPARTMENT POLICIES AND PROCEDURES MANUAL

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- C. RESPONSIBILITIES OF CITY DEPARTMENT REPRESENTATIVES (EMPLOYEES)

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  - J. "SINGLE BID POLICY" (APPLICABLE TO BID/ PROPOSAL/STATEMENT OF QUALIFICATION)
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  - L. BID RECOMMENDATIONS AND STATE LAW REGARDING BID AWARDS
  - M. COMPETITIVE SEALED PROPOSALS
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## **CHAPTER I. INTRODUCTION**

### **A. AUTHORITY**

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

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

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

### **B. PURCHASING POLICIES & PROCEDURES MANUAL REVIEW**

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

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

### **C. GOALS OF THIS POLICIES AND PROCEDURES MANUAL**

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

- Acquaint all persons (internal and external) in respect to the City's purchasing policies

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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 **\$3,000.01**. 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 for assisting all City departments in the acquisition of goods and services in the most cost-effective manner. The Purchasing Department is the central point for all requisitions, purchase orders, service, supply, professional services, and construction related contracts.

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

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

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

## **E. GOALS OF THE PURCHASING DEPARTMENT**

The goals of public purchasing:

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

## **CHAPTER II. DUTIES AND RESPONSIBILITIES**

### **A. RESPONSIBILITIES OF THE PURCHASING DEPARTMENT**

The Purchasing Department responsibilities include:

1. Recommend to the City Commission and City Manager those policies and procedures needed to ensure that goods are acquired, stored, disbursed, utilized, and disposed of in a uniform and economical manner.
2. Assist City departments and divisions in understanding established purchasing and warehousing policies and procedures to ensure that they are consistently followed. (note there is no centralized warehouse currently)
3. Assist City departments and divisions in any procurement needs.
4. Coordinate the publication of all Bid Notices regarding advertising, solicitations for competitive sealed bids, competitive sealed proposals, pre-bid conferences, pre-proposal conferences, bid openings, the receiving of proposals, the receiving of statements of qualifications, and the sale of surplus property and/or proper disposal of salvage materials.
5. Assist City departments and divisions in the preparation/presentation of recommendations for award of contract to the City Commission for all materials, equipment, supplies, services, and construction contracts.
6. Assist City departments and divisions in developing quality and quantity specifications for goods and services to be purchased along with required delivery schedules.

7. Encourage competition between vendors through negotiations, competitive bidding, and quantity buying by continuously monitoring requisitions by all departments to facilitate consolidation of purchases where possible.
8. Solicit, evaluate, and review recommendations from departments on bids, proposals, requests for quotes, and request for statements of qualifications received from vendors, suppliers, consultants, and/or contractors.
9. Explore the use of cooperative purchasing programs with the State of Texas and other Texas recognized government agencies at the local, State, and/or Federal level.

## **B. RESPONSIBILITIES OF CITY DEPARTMENT HEADS**

The Department Heads should:

1. Familiarize themselves with the Purchasing Policies and Procedures Manual.
2. Ensure that all subordinates involved in the procurement process is/are introduced and familiarized with the City of Pharr's Purchasing Policies and Procedures Manual.
3. Review all Purchasing activities of all subordinates.
4. Select responsible and trustworthy individuals to participate in procurement activities.
5. Select responsible and trustworthy individuals to participate in the P-Card Program.
6. Provide sufficient internal departmental controls with separation of duties (where feasible) for requisition entry, requisition approval, receiving of goods and services, and payment of same.
7. Guard against misappropriation of City funds.
8. Facilitate cooperation with other City and governmental departments/units.
9. Maximize competition from responsible bidders seeking the best price for goods and/or services.
10. Safeguard public funds and receive the best value for the public dollar.
11. Never use public spending to enrich elected officials or City employees.
12. Never make purchases for personal use in the City's name.

## **C. RESPONSIBILITIES OF CITY DEPARTMENT REPRESENTATIVES (EMPLOYEES)**

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

The employees of the City responsible for purchasing activities should:

1. Thoroughly familiarize themselves with the contents of the Purchasing Policies and Procedures Manual.
2. Employees should not obligate the City without a Purchase Order. (Emergency Purchases are Exempt under Emergency situations, as outlined in this manual).

3. Purchase the proper goods and/or services to suit the City's need(s); Employees should "Requisition" items with a complete, clear, concise description of the item(s), and/or service(s) needed including estimated quantities. Obtain proper approval of all "Request for Purchase" (Requisition) form and obtain a "Purchase Order" prior to ordering items and/or services.
4. Assist the Purchasing Department with accurate specifications that may require an engineering or technical background.
5. Supply the Purchasing Department with a list of anticipated requirements in advance to ensure the coordination of proper procurement activities.
6. Inform the Purchasing Department of any abnormal or unusual demands/needs.
7. Allow enough time for the Purchasing Department to review or obtain additional quotes, to issue a purchase order, and allow the successful vendor a reasonable time to make delivery.
8. Maximize competition from responsible bidders seeking the best price for goods and/or services.
9. Safeguard public funds and receive the best value for each public dollar spent.
10. Never use public spending to enrich elected officials or City employees.
11. Never make purchases for personal use in the City's name.
12. Follow the Procurement Card (P-Card) Guidelines insuring proper use of the P-Card for all expenses less than **\$3,000.00.**

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

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

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

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

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

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

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

#### **A. DISCLOSURE OF CERTAIN RELATIONSHIPS**

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

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

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

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

- a Class C misdemeanor if the contract amount is less than \$1 million or if there is no contract amount for the contract;

- a Class B misdemeanor if the contract amount is at least \$1 million but less than \$5 million; or
- a Class A misdemeanor if the contract amount is at least \$5 million.

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

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

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

## **B. CONFLICTS OF INTEREST**

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

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

## **C. CERTIFICATE OF INTERESTED PARTIES**

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

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

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

#### **D. PERSONAL GAIN**

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

#### **E. INFLUENCE OF A PUBLIC EMPLOYEE**

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

#### **F. PARTICIPATING IN PROCUREMENTS WITH FAMILY**

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

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

#### **G. GRATUITIES**

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

#### **H. KICKBACKS**

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a vendor, supplier, contractor, subcontractor, consultant, and/or sub-consultant under a

contract to the prime contractor or higher tier subcontractor for any contract for the City of Pharr, or any person associated therewith, as an inducement for the award of a contract, subcontract, or order of any sort.

#### **I. CONFIDENTIAL INFORMATION**

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

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

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

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

#### **K. PRIVATE PURCHASES THROUGH CITY FACILITIES**

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

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

### **CHAPTER IV. STATUTORY LAWS AND LEGAL REQUIREMENTS**

Texas purchasing law is in several places within the State of Texas Statutes. The Purchasing and Contracting Authority of Municipalities is primarily found in Chapter 252 of the Local Government Code (LGC). Statutes pertaining to both cities and counties, plus other types of local governments, are included in Chapter 271 of the Local Government Code. Conflicts of

interest by local government officials are covered in Chapter 171 of the Local Government Code. Disclosure of Certain Relationships with Local Government Officials are covered in Chapter 176 of the Local Government Code.

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

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

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

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

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

## **LAWS**

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

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

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

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

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

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

Prohibited Acts; Penalty.

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

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

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

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

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

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

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

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

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

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

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

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

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

**G. GOVERNMENT CODE 791 INTERLOCAL COOPERATION CONTRACTS**

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

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

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

**I. GOVERNMENT CODE 2251 PAYMENT FOR GOODS AND SERVICES**

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

## **J. GOVERNMENT CODE 2253 PUBLIC WORK PERFORMANCE & PAYMENT BONDS**

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

## **K. GOVERNMENT CODE 2254 PROFESSIONAL AND CONSULTING SERVICES**

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

Professional services refer to services that are either:

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

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

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

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

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

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

#### **M. GOVERNMENT CODE 2258 PREVAILING WAGE RATES**

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

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

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

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

#### **A. 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:**

##### **B. CITY ATTORNEY APPROVAL**

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

a) Review by the City Attorney

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

b) Previously Reviewed Terms and Conditions

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

c) **Contract Review Committee**

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

## **CHAPTER V. PURCHASING THRESHOLDS**

### **A. GENERAL INFORMATION**

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

### **B. REQUEST FOR PURCHASE FORM (REQUISITION FORM)**

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

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

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

### **D. REQUEST FOR AVAILABILITY OF FUNDS FORM (RFAOFF)**

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

### **E. PURCHASE ORDERS**

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

#### **F. SEPARATE PURCHASES**

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

#### **G. SEQUENTIAL PURCHASES**

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

#### **H. COMPONENT PURCHASES**

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

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

#### **I. EXPENSES NOT REQUIRING PURCHASE ORDERS**

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

## J. PURCHASING LIMITS

### Purchases greater than \$0.01 but less than \$3,000 – require Informal Procurement

- No competitive quotes required.
- Primary use: P-Card; Alternate use: Purchase Order.
- Purchases must follow internal approval and documentation processes with Director signature
- Approvals Required: Department Director/Assistant Department Director

### Purchases greater than \$3,000.01 but less than \$100,000 require Informal Competitive Bidding

- Document Requirement: Request for Purchase (Requisition Form) and Purchase order
  - Documentation of quotes and vendor responses must be provided.
  - Minimum of three (3) quotes (verbal, written, or electronic).
  - Must include outreach to at least two (2) Historically Underutilized Businesses (HUBs)
- Approvals Required: Department Director/Assistant Department Director, Purchasing Director

### Purchases over \$100,000.01 require Formal Competitive Sealed solicitation.

- Document Requirement: Request for Availability of Funds Form (RFAOFF), Request for Purchase (Requisition Form) and Purchase order, and/or other documents as applicable.
- City Commission authorization required to solicit and award.
- Requires formal sealed bids or proposals.
- Advertisement in accordance with Texas Local Government Code 252.
- Applicable contracts may require bid security, performance bonds, and payment bonds (particularly for construction related contracts).
- This is a formal process managed by the Purchasing Department. The Department Director must submit technical specifications for solicitation purposes.
- Full documentation of solicitation, evaluation, and award must be maintained.
- Approvals Required: Department Director/Assistant Department Director, Purchasing Director, City Manager, City Commission

- 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)1) 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)2) Procurement of Professional Services \$50,000.01 or More – Require a Request for Qualification (RFQ) process in accordance with Chapter IX of this Manual (LGC 2254). Requires City Commission authorization to advertise.** This is a formal process managed by the Purchasing Department. The Department Head must submit technical requirements for solicitation purposes.

- **Document:** Request for Availability of Funds form, Request for Purchase form (Requisition) and Purchase Order, other documents as applicable.
- **Approvals Required:** Department Head, Purchasing Director, City Manager, City Commission

## **CHAPTER VI. PURCHASE ORDER PROCESS**

The Purchasing Department requires that Department(s) follow the Purchase Order process. All expenses to the City of Pharr should be accompanied by a “p-card transaction” (if expense is less than \$23,000.00) or a “Purchase Order” (if expense is over \$32,000.01). Purchase Orders are issued by the Purchasing Department after the electronic approvals of the Requisition accompanied by support documents are approved and converted to Purchase Order(s). All Requisitions require electronic approval by the Department Head and the Finance Director or his/her designated representative. All Requisitions over \$33,000.01 will require the Purchasing Department Head’s approval. If expense is going to exceed \$50,000.01, Requisition will require City Manager’s approval.

### **A. REQUEST FOR PURCHASE FORM (REQUISITION)**

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

### **B. PURCHASE ORDER**

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

### **C. RECEIVING AND INSPECTION**

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

Inspection should include verification of:

- Correct delivery site
- Correct item(s)
- Correct quantities
- Correct PO number on the packing slip and/or invoice(s)
- Checking for damaged or defective goods
- Receiving Complete Orders (sign and date the packing slip and attach the packing slip to the signed invoice(s) and signed PO).
- Receiving Partial Orders (sign and date the partial packing slip, attach the signed and dated invoice(s) make a copy of the P.O. and cross out any items that are not received, sign and date the PO and submit to Accounts Payable for partial payment).
- Non-Compliant Deliveries:
- Non-Compliant Deliveries: All supplies, materials, and/or equipment received (on projects exceeding \$50,000.01) that are not in compliance with the contract, should be reported to the Purchasing Department in writing as soon as possible. All relevant documentation should be retained by the department. The Purchasing Department will notify the vendor and prescribe corrective action. Departments are responsible to communicate with vendor(s) regarding non-compliance for purchases less than \$50,000.00.
- Shortages, Damages, or Overages: Requesting departments should inspect items received on purchase orders promptly after receipt. If a shortage in items ordered or damage to items received is discovered, the department representative should contact the vendor immediately. If an overage in items is received, a determination of whether to keep overages of shipment and/or arrangements are to be made with the vendor to return over shipment. (return authorization voucher and credit-memo(s) are to be obtained)
  - Damage: Damaged freight should always be reported to the freight line, within the same day of the delivery, if possible. Types of damage:
    - i. 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.
    - ii. 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., (2<sup>nd</sup> 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, Assistant 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, Assistant 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 ... ENFORCEMENT OF PROCUREMENT COMPLIANCE

Habitual Policy Violations and infractions: Failure to comply with established procurement policies and procedures will result in documented infractions. Departments that accumulate habitual discrepancies defined as repeated non-compliance or violations within a [specify time period, e.g., six-month] timeframe will be subject to a temporary suspension of procurement privileges.

- Upon [insert number, e.g., three] documented discrepancies within [insert timeframe], the department's procurement privileges will be suspended for one (1) month.
- During the suspension period, the Purchasing Department will assume full responsibility for processing all procurement activities on behalf of the affected department.
- The department will be required to submit all purchase requests and supporting documentation through the Purchasing Department for review, approval, and processing.
- Continued non-compliance may result in extended suspension periods or further administrative action, up to and including escalation to executive leadership.

The Purchasing Department will track and notify departments of all discrepancies and infractions and will work collaboratively to identify corrective actions and ensure future compliance.

## **CHAPTER VII. SOLICITATION PROCESS**

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

### **1. INFORMAL (UP TO \$3,000.00)**

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.

### **2. INFORMAL (BETWEEN \$3,000.01 - \$50,000.00)**

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).

### **3. INFORMAL (BETWEEN \$50,000.01 - \$100,000.00)**

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.

### **4. FORMAL (GREATER THAN \$100,000.01)**

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:

## **5. 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 \$100,000.01 from one or more municipal funds, the municipality must comply with the procedure prescribed by Chapter 252.021 for competitive sealed bidding or competitive sealed proposals. The municipality may also elect to comply with a method described by Chapter 2269 Alternative Procurement methods

## **6. ADVERTISING AND ADVERTISING TIME REQUIREMENTS**

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

## **7. 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.

## **8. 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 for providing all necessary solicitation documents to the Purchasing Department.

9. 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-PROPOSAL PROCEDURES

- The Purchasing Director or his/her designee or the designee assigned to the project shall conduct the pre-bid/pre-proposal conference.
- 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.
- 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.
- 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)
- Attendees are asked to introduce themselves and a sign-in sheet is passed around.

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.

#### **10. "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.

#### **11. 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 contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
- (7) the total long-term cost to the municipality to acquire the bidder's goods or services; and
- (8) any relevant criteria specifically listed in the request for bids or proposals.

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

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

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

Sub-section (h) If the competitive sealed proposals requirement applies to the contract, the contract must be awarded to the responsible offeror whose proposal is determined to be the most

advantageous to the municipality considering the relative importance of price and the other evaluation factors included in the request for proposals.

#### **M. COMPETITIVE SEALED PROPOSALS**

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

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

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

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

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

#### **N. PROJECT NUMBER SEQUENCES**

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

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

Project numbers shall be assigned in the following manner, the first section four digits Fiscal Year i.e.: 2021. Second section two digits Fund i.e.: 01. Third section is the Department Number ie:517. The four section is the type of Project and sequence i.e.: P-Purchase, S-Service, SP-Supply, C-Construction, **A-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 1<sup>st</sup> 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 \$~~10050~~,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 \$~~10050~~,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 **\$100,000.01** require City Commission action.

The City Commission must approve, in advance, all capital expenditures for ~~\$50,000.01~~**\$100,000.01** or more if the City Administration proposes to award the **bid to other than the low bidder meeting specifications.**

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

#### **S. BID/PROPOSAL TABULATIONS**

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

#### **T. RELEASE OF BID/PROPOSAL INFORMATION**

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

#### **U. BONDING REQUIREMENTS**

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

#### **V. BID BOND/PAYMENT BOND/PERFORMANCE BOND**

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

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

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

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

#### **Procurement of Rolling Stock**

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

#### **Procurement of Equipment or High Technology Procurement(s)**

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

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

The City of Pharr shall **not** require five (5) percent (%) bid bonds for Procurement of Professional Services, Service Contracts, Supply Contracts, and some Construction related Services such as: Janitorial Services, Uniform Cleaning Services, Weedy Lot Mowing, Various Types of Concrete Work, Striping Contracts, Flat Tire Repair, Supply Contracts for the Purchase of Tires, Janitorial

Products, Traffic Control Products, Safety Boots, etc., as these items and/or services are typically ordered, purchased, and paid for on an “as needed” basis.

**Special Circumstances:**

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

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

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

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

**BONDING**

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

**W. PERFORMANCE BOND**

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

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

## **X. PAYMENT BOND**

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

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

## **Y. MAINTENANCE BOND**

Maintenance bonds financially guarantee that the Contractor will maintain and keep in good repair the work contracted to be done and performed from the date of acceptance of the work by the City for a predetermined period of time (typically 1-yr). For public works projects, the bond would also include any necessary back filling that may arise because of sunken conditions in ditches.

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

## **Z. CHANGE ORDERS**

### **INFORMAL (up to \$3,000.00)**

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 \$3,000.00 or less.

### **INFORMAL (between \$3,000.01 - \$50,000.00)**

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 \$3,000.01 and less than \$50,000.00 (excludes change orders for projects that were previously authorized by City Commission).

### **INFORMAL (between \$50,000.01 - \$100,000.00)**

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

**\$50,000.01 and less than \$100,000.00** (excludes change orders for projects that were previously authorized by City Commission).

**FORMAL (greater than \$100,000.01)**

After awarding contracts, in excess of **\$100,000.01** (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 **\$100,000.01 or less**, the governing body may grant general authority to an administrative official of the municipality to approve the change orders. No increase of more than twenty-five (25) percent (%) of the original contract amount may be made, and the contractor must agree, in writing, to any decrease in the contract amount that is more than twenty-five (25) percent (%).

## **CHAPTER VIII. PROCUREMENT OF PROFESSIONAL SERVICES**

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

### **A. POLICY**

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

### **B. OBJECTIVE**

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

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

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

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

### **D. EVALUATION CRITERIA (RFQ)**

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

The following are some example criteria:

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

### **E. SELECTION PROCEDURES**

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

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

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

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

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

#### **F. SCOPE OF SERVICES**

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

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

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

## **G. PROPOSED FEE SUBMITTAL**

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

Negotiations shall be based upon the data submitted by the consultant and an evaluation of the specific work hours required for each task. The City may subject the consultant's data to be compared to a technical/engineering analysis put together, as a preliminary cost estimate, by the City Engineer or a certified consultant. If a consultant's services were procured to put together the scope of services and do the cost comparisons against the selected consultant's proposed fee, then, the such consultant shall not have submitted a statement of qualifications themselves for this same project.

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

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

## **H. AGREEMENT**

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

## **I. NOTIFICATION OF SELECTION**

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

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

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

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

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

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

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

- 1) THE SOLICITATION**—To evaluate the demonstrated competence and qualifications of consultants, the City shall solicit interest and invite consultants to submit their proposals to provide such professional services as specified in a Request for Proposals ("RFP") issued by the City.
  - a) Procurement procedures shall involve a single step process with issuance of a Request for Proposal (RFP) to all interested consultants. The RFP shall be specific to the project, task, or service for the evaluation of a consultant's specific technical approach and qualifications.
  - b) The RFP shall contain the following information:
    - i) A concise scope of work that identifies a set of deliverables that must be performed by the consultant during the contract time. To the extent practicable, the scope of work must detail the purpose and description of the project, services to be performed, deliverables to be provided, schedule for performance, and applicable standards, specifications, and policies;

- ii) The qualifications-based evaluation factors and their relative weight of importance that will be used in the evaluation, ranking, and selection of consultants. The factors may include, but are not limited to, technical approach (e.g., project understanding, innovative concepts or alternatives, quality control procedures), work experience, specialized expertise, professional licensure, staff capabilities, workload capacity, and past performance.
- c) Each RFP shall contain the following information:
  - i) The contract type and method of payment;
  - ii) Any special provisions, assurances, and certifications associated with the solicited services, including the Conflict of Interest Questionnaire (Form 1295), a copy of which shall be included in the procurement packet;
  - iii) The contact and location from which perspective 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 of Pharr.
- 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 into 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 the procurement of professional services pursuant to this manual at any time upon determination that a continuation of the process is not in the City's best interest.
- g) TxDOT must review and approve the rates, hours and contract prior to execution of the contract.

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

- a) No employee, officer, agent, or elected official of the City shall participate in selection, or in the award or administration of a contract if a conflict of interest, real or apparent would be involved. Such a conflict arises when there is a financial or other interest in the consultant selected for award by:
  - i) The employee, officer, agent, or elected official.
  - ii) Any member of his or her family within the third degree of consanguinity or affinity, as determined under Chapter 573 of Government Code;
  - iii) His or her close friend or romantic partner; or
  - iv) An organization that employs or is about to employ any of the above
- b) The City's officers, employees, agents, or elected officials shall neither solicit nor accept gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to sub agreements.
- c) Affected City officers, employees, agents, and elected officials must disclose by submitting a Certificate of Interest Questionnaire (Form CIQ) to the City Manager within three (3) working days of discovery. The City shall promptly disclose the conflicts to TxDOT in writing.
- d) The City requires that its consultant and subconsultants be able to work solely in the City's interest, without conflicting financial or personal incentives. Therefore, the consultant(s) that enters into a contract with the City must submit a Certificate of Interested Parties (Form 1295) to the City at the time the firm submits the signed contract to the City as required by State law.
- e) The City reserves the right to disqualify any consultant or subconsultant, or to place contractual limits on work or on personnel, if there is a conflict of interest that might affect or might be seen to affect the consultants or subconsultants duty to act solely in the interest of the City.
- f) The City Manager shall ensure that any employee, officer, agent, or elected official with a conflict of interest is removed from participating in the procurement, management or administration of the contract.
- g) For the same project, the firm contracted to design cannot be contracted as the construction engineering and inspection firm.

**Debarment**

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

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

**5) CONTRACT ADMINISTRATION AND MONITORING**

The City Manager shall assign a full-time employee, the Responsible Person in Charge ("RPIC"), who participated in the selection committee, and who is qualified to enforce the contract and ensure that the work delivered under contract is complete, accurate, and consistent with the

terms, conditions, and specifications of the contract, to be in responsible charge. The RPIC's responsibilities shall include:

- a) Administering inherently governmental activities including, but not limited to, contract negotiation, contract payment, and evaluation of compliance, performance, and quality of services provided by consultant;
- b) Being familiar with the contract requirements, scope of services to be performed, and products to be produced by the consultant;
- c) Being familiar with the qualifications and responsibilities of the consultant's staff and evaluating any requested changes in key personnel;
- d) Scheduling and attending progress and project review meetings, commensurate with the magnitude, complexity, and type of work, to ensure the work is progressing in accordance with established scope of work and scheduled milestones;
- e) Ensuring consultant costs billed are allowable in accordance with the Federal cost principles and consistent with the contract terms as well as the acceptability and progress of the consultant's work;
- f) Evaluating and participating in decisions for contract modifications; and
- g) Documenting contract monitoring activities and maintaining supporting contract records, as specified in 2 CFR 200.333—Retention Requirements for Records.

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

#### **Errors and Omissions**

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

#### **Violations or Breach of Contract**

- a) At any phase of the project, the RPIC shall notify the consultant of the violation or breach of contract in writing within five (5) business days of discovery.

- b) The consultant will be allowed fifteen (15) business days to respond and correct failure.
- c) If the consultant does not respond and correct the failure in a satisfactory manner, the City may take over the project and prosecute the work to completion.

### **Resolving Disputes**

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

### **Performance Evaluation**

- a) The RPIC shall complete an evaluation summarizing the consultant's performance on a contract within fifteen (15) business days after consultant's final pay application is approved by RPIC. The RPIC may complete interim performance evaluations based on the scope, complexity, and size of the contract. Additional evaluations may be completed to recognize outstanding performance, poor performance, or at the consultant's request based on possible improved performance.
- b) The City shall provide the consultant a copy of the performance evaluation and an opportunity to provide written comments to be attached to the evaluation.
- c) Completed performance evaluations shall be archived for consideration as an element of past performance in the future evaluation of the consultant to provide similar services.
- d) Performance Evaluations will be submitted to TxDOT for their review and record.

## CHAPTER IX. INSURANCE REQUIREMENTS

### INSURANCE REQUIREMENTS

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

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

Depicted below are the Standard Insurance Requirements for Construction/Services/Professional Services:

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 2<sup>nd</sup> 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 Purchasing Department 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 \$1,000,000.00.

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 \$250,000 for each occurrence, \$500,000 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 coverage's 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 \$250,000 combined single limit per occurrence for bodily injury and property damage, and \$500,000 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

## **Builder's Risk/Fire & Extended Coverage**

The Contractor shall insure the building or other work included in this 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 \$500,000 per accident for

bodily injury by accident; \$500,000 policy limit by disease; and \$500,000 per 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 \$1,000,000 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.
- G. **Other Provisions:** All insurance carriers shall be rated A6 or better and be published on a current A.M. Best Rating Guide, or some other recognized equivalent rating service (e.g., Moody's, Standard & Poor's). The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier. All Certificates of Insurance shall be provided on the Acord Form 25. All insurance requirements are imposed and must be complied with by any and all sub-contractors, and/or lower-tier sub-contractors. A copy of endorsements providing Additional Insured, Primary Insurance and Waiver of Subrogation wording shall be attached to the certificates of insurance.

## **CHAPTER X. EMERGENCY PURCHASES**

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

### **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 **\$100,000.01** must be ratified by the City Commission on the first possible (regularly) scheduled meeting date. The end user department shall prepare the Request for City Commission action item memorandum to ratify the contract and authorize payment. All ratifications require the approval of the City Manager (or designee) and the Purchasing Director.

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

## **CHAPTER XI. SOLE SOURCE PURCHASES**

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

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

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

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

### **Procedure for Sole Source Purchases**

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

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

## **CHAPTER XII. COOPERATIVE PURCHASING**

### **PURCHASING THROUGH STATE CONTRACT OR STATE-RECOGNIZED COOPERATIVE CONTRACTS**

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

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

State Contract or State-recognized cooperatives contract(s) can be used in place of soliciting informal and/or formal quotes as established agencies have already awarded vendor contracts on a competitively solicited basis. These types of quotes should indicate the Co-Operative Agency

by name, co-operative contract number, purchase item description, unit price, total price and other pertinent details. Department should verify as much of the quote as possible by visiting the pertinent online website. The Contract Number, contract expiration dates, and contract details are usually available on the Cooperative Agencies website.

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

- TASB - BuyBoard Cooperative Purchasing
- DIR - Department of Information Resources - Information Technology and Services hardware and software contracts competitively awarded by DIR.
- H-GAC - Houston-Galveston Area Council
- NPPGov – National Purchasing Partners
- OMNIA Partners – (formerly National Purchasing Alliance)
- SAVVIK Buying Group (EMS, Fire, Law Enforcement)
- SOURCEWELL – Formerly NJPA – National Joint Powers Alliance
- STATE -Managed Term Contracts - Index of competitively awarded managed term contracts established for unique items for specific entities or distinct ordering processes. Customers will issue an internal purchase order.
- TARRANT – Tarrant County
- TCI – Texas Correctional Industries - Per the Texas Prison Made Goods Act, TCI manufactures goods and provides services to State and local government agencies, public educational systems and other tax-supported entities.
- TIBH – Texas Industries for the Blind and Handicapped (TIBH) offers products, services and temporary personnel services to State and local government entities through Statewide Community Rehabilitation Programs that employ Texans with disabilities.
- TIPS - The Interlocal Purchasing System
- TXMAS - Texas Multiple Award Schedule - Texas contracts established as an alternative procurement method. These contracts are based upon active General Services Administration's (GSA) Federal Supply Service or another State or local government entity, as authorized by Texas Government Code, Chapter 2155.
- TXSmartBuy Term Contracts - Index of competitively awarded term contracts with related terms and conditions, items, pricing and Contractors - purchased through the TxSmartBuy Online Ordering System.

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

### **CHAPTER XIII. PURCHASES OTHER THAN COOPERATIVE PURCHASING USING FEDERAL AND STATE GRANTS**

## **A. GENERAL INFORMATION**

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

### **Some Federal Funding sources are:**

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

### **Some State Funding sources are:**

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

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

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

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

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

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

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

## **B. FEDERAL GRANT REQUIREMENTS**

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

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

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

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

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

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

2 CFR 200 is sometimes referred to as “The Super Circular” it is a final guidance that supersedes and streamlines requirements from OMB Circulars A-21, A-87, A-110, and A-122 (which have been placed in OMB guidance’s); Circulars A-89, A-102, and A-133; and the guidance in Circular A-50 on Single Audit Act follow-up.

### **C. SYSTEM FOR AWARD MANAGEMENT (SAM) CHECK**

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

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

audit and monitoring purposes. If the vendor is debarred, we cannot do business with that vendor.

#### **D. CONFLICT OF INTEREST FOR FEDERAL GRANTS**

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

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

#### **CHAPTER XIV. EXEMPT PURCHASES**

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

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

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

Professional services include:

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

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

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

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

### **Purchases Exempt from Competitive Bidding - Other Exemptions**

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

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

- b) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code;
- c) by a political subdivision of this State, a State agency of this State, or an entity of the Federal government; or
- d) under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391;
- 13. services performed by blind or severely disabled persons;
- 14. goods purchased by a municipality for subsequent retail sale by the municipality;
- 15. electricity; or
- 16. advertising, other than legal notices.

## **CHAPTER XV. DISPOSAL OF SURPLUS/SALVAGE EQUIPMENT/MATERIAL**

### **A. SURPLUS EQUIPMENT AND PROPERTY**

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

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

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

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

### **B. SALVAGE MATERIAL**

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

### **C. SALE OF PERSONAL PROPERTY**

Personal property does not include real estate such as land, including the building or improvements on it, or 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 XVI. CONTRACT RENEWALS**

### **EXTENSIONS AND RENEWALS**

The Requesting Department and the Purchasing Department are responsible for reviewing 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 for notifying the Purchasing Department of the intent to extend the contract, at least sixty (60) days prior to the expiration. Determination to extend the contract shall be made upon discussion and mutual agreement between the Requesting Department, vendor under contract, the Purchasing Department and upper management (as applicable).

The Purchasing Department shall proceed in obtaining the Vendor's written agreement to extend. If the vendor agrees with the renewal, a renewal agreement must be executed by the Vendor and the City Manager (or designee). If the original agenda item included language for the option to extend with City Manager approval, then the Purchasing department shall proceed accordingly.

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

## **CHAPTER XVII. MISCELLANEOUS**

### **A. SPONSORSHIPS**

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

### **B. SALES TAX**

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

### **C. PREFERENCE TO LOCAL VENDORS**

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

### **D. PURCHASING REQUIREMENTS – REPAIR & MAINTENANCE**

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

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

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

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

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

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

### **F. PROCUREMENTS REGARDING BUILDING MAINTENANCE**

City departments are advised that any building and/or facility maintenance and repair must be coordinated through the Parks & Recreation, Building Maintenance department. All quotes for such services shall be coordinated through the Parks & Recreation, Building Maintenance department. It is the Department Heads responsibility to ensure that selected contractor/vendor has been cleared through the Purchasing Department regarding insurance before performing any

work. If the department will require demolition service(s) they must seek the approval of the City Engineer before proceeding. If anticipated construction, demolition, or remodeling work is more than \$25,000.00 the requesting Department should seek the approval of the City Engineer before proceeding.

#### **G. EMPLOYEE REIMBURSEMENT FOR CITY EXPENSES**

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

#### **H. ELECTRONIC PROCUREMENT POLICY**

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

#### **I. IDENTICALS BIDS**

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

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

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

### **CHAPTER XVIII. PROTEST**

#### **A. BID PROTEST PROCEDURES**

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

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

## **B. PROTEST APPEALS**

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

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

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

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## AGENDA MEMORANDUM



**BOARD:** BOARD OF COMMISSIONERS

**AGENDA ITEM #:** 5.B.

**DATE SUBMITTED:** July 16, 2025

**MEETING DATE:** July 21, 2025

**FROM:** Daniela Villarreal, Buyer II

**DEPARTMENT:** Purchasing

**DIRECTOR:** Maritza Magallan

**Agenda Item:** Consideration and action, if any, on Ordinance amending Ordinance No. O-2024-07 updating Procurement Card Policy Manual. ***(1st Reading) This item supports SE - Service Excellence.***

**Classification:** Regular

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

**Issue:** The Purchasing Department recommends amending the City's Procurement Card Policy Manual to strengthen internal control measures governing the purchasing process. The proposed updates are intended to enhance transparency, ensure compliance with applicable regulations, and align procurement practices with industry standards and best practices. The revisions will also serve to align the City's policy with recent changes introduced under both House Bill and Senate Bill legislation, which are scheduled to take effect on September 1, 2025.

**Fiscal Consideration:** N/A

**Staff Recommendation:** Staff recommends approval

**Alternatives:** N/A

**Exclude Material from Public Packet?** No

**Reason:** N/A

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### ROUTING:

Daniela Villarreal  
Maritza Magallan  
Hilda Pedraza  
Ricardo Rodriguez  
Jamison Merrick  
City Management Office

Created/Initiated - 7/16/2025  
Approved - 7/16/2025  
Approved - 7/18/2025  
Approved - 7/18/2025  
New -

**ORDINANCE NO. O-2025-\_\_**

**AN ORDINANCE AMENDING ORDINANCE NO. O-2024-07, THE CITY OF PHARR PURCHASING PROCUREMENT CARD AS THE AUTHORITATIVE GUIDE TO PURCHASING ACTIONS; INCLUSION IN PHARR CODE OF ORDINANCES; INCORPORATION OF OTHER ORDINANCES; REPEALING CONFLICTING ORDINANCES; SEVERABILITY; AND EFFECTIVE DATE**

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

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

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

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

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

CONSIDERED PASSED AND APPROVED ON FIRST READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the \_\_\_\_ day of July, 2025.

CITY OF PHARR

\_\_\_\_\_  
Ambrosio Hernandez Mayor

ATTEST:

\_\_\_\_\_  
Imelda Barrera, City Clerk

CONSIDERED PASSED AND APPROVED ON SECOND READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the \_\_\_\_ day of August, 2025.

CITY OF PHARR

\_\_\_\_\_  
Ambrosio Hernandez, Mayor

ATTEST:

\_\_\_\_\_  
Imelda Barrera, City Clerk

CONSIDERED PASSED AND APPROVED ON THIRD AND FINAL READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the \_\_\_\_ day of August, 2025.

CITY OF PHARR

\_\_\_\_\_  
Ambrosio Hernandez, Mayor

ATTEST:

\_\_\_\_\_  
Imelda Barrera, City Clerk



**Pharr**



12/2/2024

# PURCHASING DEPARTMENT

## PROCUREMENT CARD POLICY MANUAL

DRAFT 1

Mayra GomezMaritza Magallan  
PURCHASING DIRECTORINTERIM PURCHASING DIRECTOR

DRAFT

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# PROCUREMENT CARD POLICIES AND PROCEDURES

## INTRODUCTION

Welcome to the City of Pharr's Procurement Card Program. This program is designed to reduce the flow of paperwork and at the same time provide better controls on all low-dollar purchases (purchases less than \$23,000.00) made at the department level. The Procurement Card can and may be utilized for larger purchases if approved by the City Manager.

The City of Pharr departments shall provide an opportunity for competitive bidding, on request(s) for informal verbal and/or written bids, proposals, and/or price quotations when the anticipated expense is expected to exceed \$23,000.00. Informal bids, proposals, and/or price quotations may be delivered electronically, by e-mail, fax, phone, by person, and/or courier. Informal price quotes must be listed in the comments area of the transaction detail. In a case of "emergency" the requirement for solicitation for bid(s), proposal(s), and/or request for informal price quotation(s) may be waived by the Department Director at the department level and must be documented accordingly. Departments shall be responsible for ensuring compliance with the Procurement Policy 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 Directors. Department Directors shall ensure that Assistant Director/Manager/Supervisors and Cardholders are in strict compliance with this Procurement Card Manual.

### A. GENERAL INFORMATION

The Procurement Card is a credit tool that is issued by a bank. This credit tool offers an extremely efficient and effective method of purchasing and paying for small dollar items with a not to exceed total value of \$23,000.00 per transaction.

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

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

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

### B. PROCUREMENT CARD PROGRAM DESIGNEE(S)

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

### **DEPARTMENT DIRECTOR**

The Department Director shall select responsible and trustworthy individuals to participate in the P-Card Program. Department Director shall select Assistant Director, Manager(s), Supervisor(s) and Cardholder(s) to participate in the P-Card Program. In the absence of the Department Director, he/she may authorize his/her Assistant Director to approve P-Card transactions online and on paper. Under normal circumstances, the Department Director 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). The Department Director shall ensure that all transactions are supported with proper documentation and that this documentation reaches the ~~Purchasing Department Finance Department (Accounts Payable)~~ in an organized and timely manner. Department Director shall be responsible for providing 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 DIRECTOR/MANAGER/SUPERVISOR**

Assistant Director/Manager(s)/Supervisor(s) shall be selected by their respective Department Director. In the absence of the Department Director, the Assistant Director may authorize and/or approve P-Card transactions. Assistant Director 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). Assistant Director 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, Assistant Director, Managers, and Supervisors shall be responsible for the 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 Director. 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 Procurement Policy 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 for reviewing periodic reporting for efficiency purposes.

### **PROGRAM ADMINISTRATOR (PURCHASING DEPARTMENT)**

The Director of Purchasing and/or his/her designated representative shall administer the Procurement Card program for the City of Pharr and shall be the first point of contact regarding the proper use of the Procurement Card or the interpretation of the procurement card policy manual. The Program Administrator shall be completely knowledgeable of every aspect of the program and as such shall be responsible for all Cardholders in respect to the proper use of the Procurement Card. The program administrator shall approve and process p-card applications and shall provide p-card training.

### **~~FINANCE DEPARTMENT~~ PURCHASING DEPARTMENT – FISCAL MANAGEMENT ANALYST**

The ~~Finance-Purchasing~~ Department shall be first point of contact for reconciliation, verification of purchase activities, and/or correct any problems in respect to account codes, hierarchy of department account structure, disputes, etc. The FMA shall be the final approval of transactions on P-Card statement and shall be responsible for providing responses and required

documentation related to the monthly p-card reports. The FMA shall be completely knowledgeable in every aspect of the program and must complete p-card training at least once every fiscal year.

#### **C. SEGREGATION OF DUTIES**

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

#### **D. RENEWAL OF EXISTING PROCUREMENT CARD**

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

#### **E. ISSUANCE OF PROCUREMENT CARDS**

Procurement Cards (P-Cards) will be issued in the name of the individual employee and the City of Pharr. Any department may request that a Procurement Card be issued to a full-time, regular employee who:

- Has successfully passed his/her introductory employment period.
- Has been selected by the Department Director to perform procurement responsibilities on behalf of the department.
- Will procure goods and/or services strictly in accordance with the City's Procurement Policy Manual.

Department Directors are strongly encouraged to select only responsible, detail-oriented personnel for participation in the Procurement Card Program. Improper use of the P-Card, including non-compliance with policy, may result in disciplinary action and revocation of card privileges.

#### **F. CRITERIA TO RECEIVE A PROCUREMENT CARD**

To qualify for issuance of a P-Card, the following criteria must be met:

1. The applicant must be a full-time employee of the City of Pharr with no less than six (6) months of continuous employment.  
(This requirement may be waived under special circumstances by the City Manager.)
2. The applicant's request for a Procurement Card must be approved by their Department Director and submitted via the official application process (email).
3. The cardholder must be assigned to a department liaison, as designated by the Department Director. The liaison will serve as the point of contact for all procurement-

related communication, transaction monitoring, and documentation tracking with the Cardholder, P-Card Administrator and Purchasing Analyst.

4. Mandatory Procurement Training & Testing Requirements:

- o Each individual cardholder must complete the annual Procurement Card Policy Training, hosted by the Purchasing Department.
- o If the cardholder has not attended an in-person training session, they are required to complete a Procurement Policy Assessment.
- o A minimum passing score of 80% is required.
- o If the cardholder does not pass, they may retake the test after one (1) week.
- o Upon successful completion and a passing score, the individual's P-Card application will be processed.
- o Failure to complete training or meet the minimum passing score will result in delayed or denied issuance of the Procurement Card.

5. Each cardholder must sign a Cardholder Agreement (see Attachment "A") in the presence of their Department Director, Assistant Director, Supervisor, or the Procurement Card Administrator from the Purchasing Department.

**E. ISSUANCE OF PROCUREMENT CARDS**

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

**F. CRITERIA TO RECEIVE A PROCUREMENT CARD**

- ~~1) The 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).~~
- ~~2) Applicant's request for a Procurement Card must be approved by his/her Department Director. (Request for Procurement Card shall be submitted in e-mailing via the application process.)~~
- ~~3) The applicant must be assigned to a department Admin Assistant selected by his/her Department Director.~~
- ~~4) Each individual cardholder must sign a Cardholder Agreement (see Attachment "A") in the presence of the Department Director, Assistant Director/Manager/ Supervisor or Procurement Card Administrator—Purchasing Department.~~

**G. DEPARTMENT DIRECTOR RESPONSIBILITIES**

- 1) Ensure that the Cardholder(s) and Department ~~Liaison Administrators Assistant~~(s) comply with the Procurement Card Policies and Procedures as outlined in the Procurement Policy Manual.

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

#### **II. ASSISTANT DIRECTOR/MANAGER/SUPERVISOR RESPONSIBILITIES**

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

#### **III. CARDHOLDER RESPONSIBILITIES**

- 1) Responsible for ensuring that products and/or services are procured in strict compliance with the Procurement Policy Manual.
- 2) Ensure the Procurement Card is used for legitimate City business purposes.
- 3) Ensure that Insurance Requirements are met before services are rendered.
- 4) Responsible for ensuring that products and/or services being procured have been delivered and are accounted for.
- 5) Always maintain the Procurement Card in a secure location.
- 6) Must not allow other individuals to use their Procurement Card.
- 7) Must use the Procurement Card within its purchase limits and restrictions.
- 8) Receive and inspect all ordered materials and/or services for discrepancies.
- 9) Obtain, sign, and reconcile all receipts against corresponding weekly report.
- 10) Must match receipts to appropriate transaction(s), indicating proper charge-to account for expenses.
- 11) Must upload scanned receipts to Procurement Card software and check-off transaction approval noting price quotes obtained, charge-to account(s), etc.
- 12) Submit reconciled weekly report to Department Admin Assistants along with receipts, in an organized manner. If receipts are not submitted, a justification memo must accompany the weekly report.
- 13) Must never accept cash, gift cards, or gift certificates in lieu of credit to the Procurement Card.

- 14) Ensure that Sales Taxes are not charged (cardholder is responsible for obtaining City reimbursement of sales tax)
- 15) Immediately notify the Purchasing Department and bank institution of a lost or stolen Procurement Card.
- 16) Attempt to resolve disputes or billing errors, if any, with the vendor. The Finance Department must be notified of all disputes. All documentation concerning the disputed items will be turned into the Finance Department as soon as possible. Finance will follow dispute procedures.
- 17) Report any erroneous transactions to the Purchasing Department.
- 18) Report/notify fraudulent activity to Purchasing Department.
- 19) Report lost or stolen cards to the Purchasing Department and Bank on record.
- 20) Must return Procurement Card to Department ~~Admin Assistants~~ Liaison upon transfer to another department.
- 21) Must return Procurement Card to the Purchasing Department upon resignation/ termination of employment.
- 22) Must request a "new card" and turn-in "existing" Procurement Card if legal name changes. (i.e.: marriage, divorce, etc.).
- 23) Cardholders must review 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 Director signature). The detail will include a description of each item, the number of items purchased, the unit cost, the date of purchase, the vendor name and why there is no supporting documentation. Continued incidents of missing documentation may result in disciplinary action.
- 26) The Cardholder is responsible for obtaining a credit memo from a supplier, when the merchandise that was purchased with the City P-Card is returned to the supplier. The credited amount will be applied to the cardholder's account. Cash refunds are prohibited.
- 27) Responsible to review periodic reporting: monthly, quarterly, semi-annually, and annually for auditing, planning, and efficiency purposes (i.e., recommend item(s)).

#### **DEPARTMENT LIASON 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-Purchasing~~ Department, Fiscal Management Analyst for review and reconciliation by scheduled due date.
- 3) Responsible for verifying and/or changing accounting codes for all transactions, when necessary, on the weekly Department reports prior to the cut-off date established by the Procurement Card Program Administrator (~~Finance-Purchasing Analyst~~ – FMA)
- 4) Must notify Procurement Card Program Administrator (Purchasing Department) of any purchase violations, lost or stolen cards.
- 5) Must advise Procurement Card Program Administrator (Purchasing Department) to cancel a Cardholder's card (i.e., department transfer, loss of Procurement Card privileges due to misuse/violations, etc.) with the approval of the Department Director.
- 6) Responsible for collecting and turning in "canceled procurement cards" to the Procurement Card Program Administrator (Purchasing Department).

#### **K. PROGRAM ADMINISTRATOR RESPONSIBILITIES (PURCHASING DEPARTMENT)**

- 1) Responsible for Policy interpretations and/or clarifications.
- 2) Review Procurement Card applications turned in by the Departments for completeness of required information.
- 3) Approve application(s), request new, renewal, or replacement Procurement Card(s), and disburse upon receipt.
- 4) Responsible for training as to the proper use of the Procurement Card, ~~Department Admin Assistants and~~ Cardholder(s) and Department Liaisons before releasing Procurement Cards.
- 5) Responsible for having all Cardholders sign the Cardholder Agreement(s) signifying agreement with the terms of the Procurement Card Program.
- 6) Responsible for securing all canceled Procurement Cards and advising Bank (electronically).
- 7) Responsible for updating Procurement Card system, assigning access and removing users as necessary.
- 8) Responsible for maintaining Procurement Card Policies and Procedures updated.

#### **L. PROGRAM ADMINISTRATOR (FINANCE-PURCHASING – FISCAL MANAGEMENT ANALYST) RESPONSIBILITIES**

- 1) Responsible for the training of all Department Liaisons, 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 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-Purchasing Director ~~and cc to the Purchasing Department~~

#### **M. PROHIBITED USES OF PROCUREMENT CARD**

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

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

- 7) The Cardholder uses another Cardholder's card to circumvent the authorized purchase limits assigned to either the Cardholder or the limitations of the Card.
- 8) The Cardholder fails to ensure the receipt of products and/or services procured with their card has been delivered and are accounted for.
- 9) The Cardholder refuses and/or fails to provide Department ~~Administrator~~ Assistant Liaison with required receipts.
- 10) The Cardholder refuses and/or fails to provide information about any specific purchase.
- 11) Sponsorship(s)/donation(s) are prohibited.
- 12) Alcohol Beverages are prohibited.
- 13) Professional Services are prohibited
- 14) Construction Services are prohibited
- 12) 15) Software Services are prohibited

#### **~~N.~~ MEALS**

Payment may be authorized for the actual cost of meals for elective and appointive officials and city employees, for business meetings or training sessions where attendance is advantageous to the City of Pharr, and where ALL of the following requirements are met:

1. The purpose of the meeting is to conduct official city business or to provide training to city employees or city officials; AND
2. The meals are an integral part of the business meeting or training session. Integral is defined as: "essential to completeness; part of the curriculum; formed as a unit with another part." AND
3. The meeting or training is a special situation or occasion outside of the normal daily business of city employees. City funds may not be used to provide meals for staff parties, routine staff meetings, routine departmental meetings, or any event deemed to be social in nature; AND
4. Approval is obtained prior to the meeting, as documented by a properly completed Request for Approval – Meals with Meetings form signed by the department director; AND
5. Any added tip may not exceed 15% of the cost of the food, excluding tax; AND
6. The city obtains an itemized receipt for the actual cost of the meals; AND Exceptions to these guidelines must be pre-approved by the City Manager.

When submitting receipts for authorized business meeting meals, cardholder shall indicate name of attendees and meeting purpose.

#### **~~O.~~ SPLIT TRANSACTIONS**

CHARGES FOR AN ITEM MUST NOT BE SPLIT INTO SEPARATE PAYMENTS TO CIRCUMVENT THE SINGLE TRANSACTION LIMIT.

1. Always remember your single transaction limits when considering a purchase.
2. If your limit is not sufficient, do not continue with the purchase without having prior approval from the P-Card Administrator and verification that a one-time change to your profile has been made.
3. If purchase is made over the phone or internet, confirm full transactional pricing with shipping and handling before approving the charge. Be sure that the purchase excludes sales and use tax and is not split into separate transactions. Some suppliers will take it upon themselves to split transactions in order to complete the sale.
4. Contact your P-Card Administrator or Department Liaison for assistance with reviewing your limits.

#### **P. P-CARD USE AND GUIDELINES**

- The P-Card is issued in the Cardholder's name with a unique number. All purchases made on the P-Card must be made by the individual to whom the card is issued. The Cardholder is responsible for the security of the Purchasing Card and the transactions made with it. **Failure to follow the guidelines of the P-Card Program could result in disciplinary action, including termination.**
- The P-Card is a corporate credit card that must only be used to make authorized City of Pharr purchases.
- Cardholders may use the P-Card to purchase supplies, materials, and services to include reservations related to City business, which do not exceed the single dollar transaction limit that was established by Purchasing Director.
- Cardholders must not exceed the maximum monthly dollar limit assigned to the P-Card in any given month without prior authorization from the Purchasing Director or designee.
- It is the responsibility of the Cardholder to resolve any disputes with the Supplier. If a resolution cannot be reached, the Cardholder should report the problem to their Department P-Card Liaison for assistance.
- The P-Card is **NOT** for **PERSONAL** use.

**Q. SALES AND USE TAX - THE CITY OF SAN PHARR IS EXEMPT FROM TEXAS SALES AND USE TAX. THIS IS NOTED ON EACH CARD. THE CARDHOLDER SHOULD INFORM THE VENDOR BEFORE MAKING A TRANSACTION. IF A SUPPLIER IS REQUESTING A TAX-EXEMPT NUMBER, PLEASE CONTACT THE FINANCE DEPARTMENT FOR THE APPROPRIATE FORM. BE PREPARED TO PROVIDE THE SUPPLIER'S NAME AND ADDRESS, AS WELL AS A DESCRIPTION OF THE PURCHASE. IT IS RECOMMENDED THAT CARDHOLDERS REQUEST THE FORM PRIOR TO MAKING A PURCHASE.**

**P. SECURITY OF THE PROCUREMENT CARD - THE CARDHOLDER IS RESPONSIBLE FOR THE SECURITY OF THE P-CARD. IT SHOULD BE TREATED WITH THE SAME LEVEL OF CARE AS THE CARDHOLDER WOULD HIS/HER OWN PERSONAL FUNDS. GUARD THE ACCOUNT NUMBER, CVV, PIN, ETC. CAREFULLY. IT SHOULD NOT BE POSTED IN A WORK AREA OR LEFT IN A CONSPICUOUS PLACE. THE CARD IS TO BE USED FOR CITY OF PHARR BUSINESS PURPOSES ONLY AND ONLY BY THE PERSON NAMED ON THE CARD.**

#### **S. 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 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.

## REBATES AND PROMOTIONAL ITEMS

Any manufacturer rebates or credits received by the Cardholder as a result of a P-Card transaction shall be credited to the P-Card. Documentation reflecting the transaction shall be included on the p-card statement. Any rebate and promotional type items received as the result of a P-Card transaction shall become the property of the City of ~~San~~-Pharr and utilized by the respective department. Misuse could result in disciplinary action.

## CARD DECLINES

The following are some reasons that a P-Card transaction may be declined:

- The transaction is greater than the Cardholder's single transaction limit amount.
- The P-Card has reached its assigned monthly transaction limit amount.
- The Supplier's Merchant Category Code has been purposely excluded from the P-Card program by the City.
- The P-Card system has flagged a recent transaction and placed the card on "watch" of potential fraud.

In the event a decline occurs the Cardholder should contact the issuing bank, The Program Administrator or their Department Liaison to determine the reason for the decline. In most cases, the Cardholder should then contact the Purchasing Department ~~to~~ to inform him/her of the decline, the reason, and to request resolution.

If purchase is attempted outside normal business hours, an alternate payment method should be found or the purchase should be terminated.

## MERCHANT CATEGORY CODE (MCC) BLOCKING

Merchant category codes (MCC) are codes that best describe what commodities or services the supplier provides. When using a Merchant Category Code listed on the blocked Merchant Category Code List, the transaction will be denied at the point-of-sale (in person, over the phone, or on the Internet). These categories listed on the blocked MCC List are maintained by the Program Administrator. Suppliers are assigned a MCC by their bank that best describes the commodity or service they provide. Cardholders should be familiar with this list.

## RECEIPT AND RETURN OF GOODS

It is the Cardholder's responsibility to confirm receipt of goods and services and to follow up with Suppliers to resolve any delivery problems, discrepancies, and / or claims for damaged goods.

1. At the time of return, the Cardholder must request that the Supplier issue a MasterCard credit transaction slip in order to verify that credit was given. A credit memo showing the reason(s) for applying a credit to the transaction should also be requested. The Cardholder will be required to include this information on their monthly Transaction Report.

**UNDER NO CIRCUMSTANCE SHOULD A CARDHOLDER ACCEPT CASH OR GIFTCARDS OR STORE CREDIT IN LIEU OF A P-CARD CREDIT RETURN.**

### **TRANSACTION DOCUMENTATION AND RECONCILIATION REQUIREMENTS**

All Procurement Card (P-Card) transactions including credit or return transactions, must be supported by valid and complete documentation and submitted in a timely manner to ensure compliance, transparency, and audit readiness. Not providing supporting documentation for all transactions within established deadlines is a Cardholder violation

#### **Receipt Requirements:**

- All original receipts must be initialed by the cardholder prior to being submitted to the assigned department liaison.
- Receipts must be itemized and clearly show the vendor name, date, description of purchase, and amount.

#### **Reconciliation Form Requirements:**

- A Reconciliation Form must be completed in full and submitted with the supporting receipts for each billing cycle.
- The form must be signed by the cardholder, department liaison, and Department Director.

#### **Exceptions:**

- If the cardholder is unavailable at the time of submission, the liaison must notate "Cardholder Not Available" in the signature field and retain any related documentation.
- If the Department Director is unavailable, the Assistant Director, Manager, or Supervisor may sign in lieu of the Director, provided there is written approval via email or a signed note attached to the statement.

All reconciliation documents must be submitted by the Department Liaison in accordance with the deadlines set by the Purchasing Department . Failure to submit complete and accurate documentation may result in the temporary suspension of P-Card privileges.

## Transaction Documentation Requirements

~~Every P-Card transaction, including credit or return transactions, must be supported by valid and complete documentation. Not providing supporting documentation for all transactions within established deadlines is a Cardholder violation. Documentation should show supplier name, itemized list, price, date, and proof of credit card payment.~~

**Acceptable Supporting Documentation** is defined as one of the following:

- Detailed receipt and MasterCard transaction slip from the Supplier
- A packing slip which shows the cost of each item
- Order forms, or a copy of the form used to pay memberships, subscriptions, registration fees and similar items.

### ITEMIZED ACCEPTABLE RECEIPT

ITEMIZED RECEIPT

\*\*\*\*\*  
CHECK # 738719 . DATE 6/18/12  
TABLE # 67 TIME 3:53PM  
\*\*\*\*\*

-- : LEAH --

| ITEMS ORDERED | AMOUNT |
|---------------|--------|
| 2 ICE TEA     | 5.90   |
| *****         |        |
| FOOD TAX      | 5.90   |
| TAX           | 0.56   |
| -----         |        |
| TOTAL DUE     | 6.46   |

FOR RESERVATION CALL  
425)255-8543  
yankee.grill@yahoo.com  
  
Find us on FACEBOOK  
  
Follow us on TWITTER

### ~~CREDIT CARD RECEIPT NOT ACCEPTABLE~~

CREDIT CARD RECEIPT

\*\*\*\*\*  
DATE 6/18/12 TIME 4:01:37PM  
MID 000016149227 0194509601  
\*\*\*\*\*

Travel mail

YankeeGrill  
1 S. Grady Way  
Renton, WA  
98055  
425-783-1964  
THANKS FOR VISITING THE YANKEE GRILL

MasterCard XXXXXXXXXXXX6540 S  
AUTH 034578 TBL 67 CHECK 738719  
PRE-AUTH BAR LEAH

|               |      |
|---------------|------|
| AMOUNT        | 5.90 |
| TAX           | 0.56 |
| -----         |      |
| SUBTOTAL \$   | 6.46 |
| TIP \$....    | 1.00 |
| TOTAL \$..... | 7.46 |
| =====         |      |
| CUSTOMER COPY |      |
| *****         |      |

7.46 Pcard

CREDIT CARD RECEIPT NOT ACCEPTABLE

MODCO DONUTS  
5411 BEACH BLVD  
BUENA PARK, CA 90621  
(714)523-7700

**SALE**

TID: 001      REF#: 00000007  
Batch #: 859      16:18:30  
02/18/19      V-CODE: M

APPR CODE: 06817C  
VISA      Manual CNP  
\*\*\*\*\*5283      \*\*joe

**AMOUNT      \$63.96**

APPROVED

THANK YOU  
PLEASE COME AGAIN

CUSTOMER COPY

DRAFT 1



**When making over-the-counter purchases:**

1. Advise supplier that the City of Pharr is a Tax-exempt entity and confirm that no sales tax has been charged to the card before signing.
2. Review itemized receipts to ensure proper charges are shown.
3. Retain the customer copy of the MasterCard transaction slip as proof of P-Card purchase.
4. Obtain the itemized receipt for your records.
5. Ensure that all carbons showing full account number are destroyed.
6. **Include all supporting information on the p-card statement.**
7. Indicate purpose of purchase on the p-card statement.

**When placing a telephone order:**

1. Confirm with supplier that charges will be made only upon shipment of goods or when the service has been performed.
2. Request supplier to send itemized invoice directly to the Cardholder.
3. Advise suppliers that the City of Pharr is a Tax-exempt entity and confirm that no sales tax will be charged.
4. The supplier will not be allowed to keep the account number on file.

5. Indicate purpose of purchase on the p-card statement.

**When placing an online order:**

1. A copy of the order is printed (prior to order confirmation). Review the itemized order form to ensure proper charges are applied.
2. Review the order form for Tax Exempt procedures. (May have to call prior to placing order.)
3. A copy of the order confirmation is printed.
4. **Include all documentation in p-card statement.**
5. Indicate purpose of purchase on the p-card statement.

**When placing a mail order:**

1. You may have a different "Ship To" address than the billing address.
2. Review the order form for accuracy.
3. Review the order form for Tax Exempt procedures.
4. Make a copy of the order form before mailing for record.
5. **Include all documentation in P-card Statement.**
6. Indicate purpose of purchase on the p-card statement.

**PROGRAM INFRACTIONS**

**Failure to comply with the program guidelines or the purchasing Cardholder Agreement may result in one or more of the following circumstances:**

- a. Oral or written warning.
- b. Cancellation of the card.
- c. Oral or written reprimand.
- d. Termination of employment.

See below table for a sample of standard responses to an infraction. The severity of the infraction can affect the standard response. These are recommendations, but departments may establish internal disciplinary policies.

| Type of Infraction                                                     | 1st offense                                                         | 2nd offense | 3rd offense |
|------------------------------------------------------------------------|---------------------------------------------------------------------|-------------|-------------|
| Perpetrate a fraud or theft                                            | Card is canceled, employment terminated, possible criminal charges. | n/a         | n/a         |
| Card given to non City of Pharr employees to perpetrate fraud or theft |                                                                     |             |             |

|                             |                                                                                                                                    |                                                                                                             |                   |
|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|-------------------|
| Taxes Charged               | Department Director is contacted. A written warning to the Cardholder is required from Department.                                 | Department Director is contacted; card suspended 30 days. Memo from Director will be required to reinstate. | Card is canceled. |
| Split Purchases             | Department Director is contacted. A written warning to the Cardholder is required from Department.                                 | Department Director is contacted; card suspended 30 days. Memo from Director will be required to reinstate. | Card is canceled. |
| Failure to turn in receipts | Written warning – CH should submit a memo to the P-Card Administrator with description of purchase and reason for missing receipt. | Second written warning and card suspended for 30 days.                                                      | Card is canceled. |

### **TERMINATED EMPLOYEES**

When an employee is terminated or voluntarily separated from the City of Pharr, the P-Card must be turned into the Purchasing Department and cancelled.

1. Department Liaison secures P-Card from terminated employee and notifies the P-Card Program Administrator.
2. The p-card administrator shall cancel, shred and dispose of the card.
3. Program Administrator updates status for the Cardholder in the banking system and files confirmation in Cardholder's / Department's file as appropriate.

### **PROCUREMENT CARD DOLLAR LIMITS**

Credit Limits shall be provided as follows:

1. Procurement Card Administrator: \$500,000
2. Department Director: \$15,000
3. Assistant Director: \$10,000
4. Other Staff: \$5,000

### **SINGLE TRANSACTION DOLLAR LIMITS**

4. Single Credit Limit is \$3,000.00 for all P-Card holders, any purchase exceeding this threshold requires prior written approval from the City Manager.

Note: Procurement Card Administrator shall be responsible for all utility payments for the entire city and all waste management fees.

✚ **PROCUREMENT CARD PROGRAM CARDHOLDER AGREEMENT (ATTACHMENT “A”)**

✚ **APPLICATION FORM FOR A PROCUREMENT CARD (ATTACHMENT “B”)**

DRAFT

DRAFT 1



## CITY OF PHARR PROCUREMENT CARD PROGRAM CARDHOLDER AGREEMENT

I AGREE TO THE FOLLOWING REGARDING THE USE OF THE CITY OF PHARR PROCUREMENT CARD ASSIGNED TO ME FOR OFFICIAL CITY BUSINESS ONLY:

I understand that the City of Pharr is allowing me the privilege of being presented with a Procurement Card. This privilege represents trust and I am responsible and capable of protecting the City's assets.

I agree to comply with the terms and conditions of this Agreement, the Procurement Card Policy as well as the Purchasing Policies. I understand that the Procurement Card limit per transaction shall be \$3,000.00 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 \$3,000.00 must be submitted to the Purchasing Department via the requisition process.

I understand that I may not use the P-Card for personal purchases. I further understand that the P-Card cannot be used for purchasing items on the Prohibited Purchases/Exceptions List. Further, where the City of Pharr has approved Prime Vendor Contracts, purchases must be made from those contracted vendors. I further understand that the P-Card is to be used only by the named Cardholder and is not to be loaned to any person.

If the Card is lost, stolen or misplaced, I understand that it is my responsibility to immediately notify the Bank and the P-Card Administrator.

I acknowledge that I have read and understood the Procurement Card Policy Manual and have received training and/or passed the p-card test.

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

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

As Cardholder, I agree to surrender the P-Card to my department Liaison upon termination of employment or transfer between departments.

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.

Date: \_\_\_\_\_

\_\_\_\_\_  
Cardholder Name (Printed)

\_\_\_\_\_  
Cardholder Signature

\_\_\_\_\_  
Department



## CITY OF PHARR PROCUREMENT CARD PROGRAM CARDHOLDER AGREEMENT

I AGREE TO THE FOLLOWING REGARDING THE USE OF THE CITY OF PHARR PROCUREMENT CARD ASSIGNED TO ME FOR OFFICIAL CITY BUSINESS ONLY:

I understand that the City of Pharr is allowing me the privilege of being presented with a Procurement Card. This privilege represents trust and I am responsible and capable of protecting the City's assets.

I agree to comply with the terms and conditions of this Agreement, the Procurement Card Policy as well as the Purchasing Policies. 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 via the requisition process.

I understand that I may not use the P-Card for personal purchases. I further understand that the P-Card cannot be used for purchasing items on the Prohibited Purchases/Exceptions List. Further, where the City of Pharr has approved Prime Vendor Contracts, purchases must be made from those contracted vendors. I further understand that the P-Card is to be used only by the named Cardholder and is not to be loaned to any person.

If the Card is lost, stolen or misplaced, I understand that it is my responsibility to immediately notify the Bank and the P-Card Administrator.

I acknowledge that I have read and understood the Procurement Card Policy Manual and have received training and/or passed the p-card test.

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

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

As Cardholder, I agree to surrender the P-Card to my department Liaison upon termination of employment or transfer between departments.

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.

Date: \_\_\_\_\_

\_\_\_\_\_

Cardholder Name (Printed)

\_\_\_\_\_

Cardholder Signature

\_\_\_\_\_

Department

ATTACHMENT "B"



**Pharr**  
Purchasing



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 EMAILED TO: [pcard@pharr-tx.gov](mailto:pcard@pharr-tx.gov)

CARDHOLDER INFORMATION

DATE:

Name of Employee designated as Department Cardholder:

Employee #:

Employee's Position/Title:

Department/Division

Dept./Div. Acct #

Employee's length of employment months/years:

Phone #:

Employee Signature:

E-Mail:

DEPARTMENT INFORMATION

Department Submitting Request:

Department Name

Department Telephone Number: (956)

Name of Department Head submitting application:

Department Head Name

Department Head's signature:

Date:

PURCHASING DEPARTMENT USE ONLY

Monthly P-Card Limit

Director: ☐ \$15,000

Asst. Director: ☐ \$10,000

Other: ☐ \$5,000

Specify Other

Amount: \$

Date Received:

Entered Card Request:

Processed By:



## AGENDA MEMORANDUM



**BOARD:** BOARD OF COMMISSIONERS

**AGENDA ITEM #:** 5.C.

**DATE SUBMITTED:** July 17, 2025

**MEETING DATE:** July 21, 2025

**FROM:** Kimberly Mendoza, Development Services Director

**DEPARTMENT:** Development Services

**DIRECTOR:** Kimberly Mendoza

**Agenda Item:** Consideration and action, if any, on Resolution appointing / reappointing three (3) regular members of the Board of Adjustment. **This item supports SG - Sound Governance and Fiscal Sustainability.**

**Classification:** Regular

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

**Issue:** The term of regular member, Andres Zuniga expired on June 26, 2025. The term of regular member, Carlos Ramirez is set to expire on July 18, 2025 and the term of regular member, Ruben Luna is set to expire on July 26, 2025.

Mr. Andres Zuniga, Mr. Carlos Ramirez, and Mr. Ruben Luna have expressed interest in seeking reappointment as regular members of the Board of Adjustment.

**Fiscal Consideration:** N/A

**Staff Recommendation:** Staff recommends the reappointment of Mr. Andres Zuniga, Mr. Carlos Ramirez, and Mr. Ruben Luna as regular members of the Board of Adjustment.

**Alternatives:** N/A

**Exclude Material from Public Packet?** No

**Reason:** N/A

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### ROUTING:

Kimberly Mendoza  
Kimberly Mendoza  
Ricardo Rodriguez  
City Management Office

Created/Initiated - 7/17/2025  
Approved - 7/18/2025  
Approved - 7/18/2025  
New -

STATE OF TEXAS

§  
§  
§

RESOLUTION NO. R-2025-\_\_\_\_

CITY OF PHARR

**WHEREAS**, the Board of Commissioners shall appoint a Board of Adjustment composed of five (5) regular members and two (2) alternate members who shall be residents of the City of Pharr, Texas; and

**WHEREAS**, the term of regular members, Andres Zuniga expired on June 26, 2025. The term of regular member, Carlos Ramirez is set to expire on July 18, 2025, and the term of regular member, Ruben Luna is set to expire on July 26, 2025; and

**WHEREAS**, appointment/reappointment of three (3) regular members need to be made at this time in accordance with City Ordinance No. O-2023-42 whereby a person, either citizen/resident or Pharr business owner, shall not serve as an officer or member on more than three (3) Pharr boards or committees concurrently.

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

The following resident of the City of Pharr is hereby appointed/reappointed as a regular member of the Board of Adjustment.

**NAME:**

**LENGTH OF TERM**

- |          |                                      |
|----------|--------------------------------------|
| 1. _____ | 2-year term (expiring June 26, 2027) |
| 2. _____ | 2-year term (expiring July 18, 2027) |
| 3. _____ | 2-year term (expiring July 26, 2027) |

**PASSED, APPROVED AND MADE EFFECTIVE BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS**, on this the 21<sup>st</sup> day of July, 2025.

CITY OF PHARR

\_\_\_\_\_  
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

\_\_\_\_\_  
IMELDA PEREZ, CITY CLERK



## AGENDA MEMORANDUM



**BOARD:** BOARD OF COMMISSIONERS

**AGENDA ITEM #:** 5.D.

**DATE SUBMITTED:** July 10, 2025

**MEETING DATE:** July 21, 2025

**FROM:** Vanessa Guzman, Administrative Assistant

**DEPARTMENT:** Bridge

**DIRECTOR:** Luis Bazan

**Agenda Item:** Consideration and action, if any, on Resolution appointing/re-appointing one (1) regular member to the Bridge Board. **This item supports SG - Sound Governance and Fiscal Sustainability.**

**Classification:** Regular

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

**Issue:** The term of Board member Lazaro Beas expire on August 1, 2025.

**Fiscal Consideration:** N/A

**Staff Recommendation:** Staff recommends re-appointment of Bridge Board member.

**Alternatives:** N/A

**Exclude Material from Public Packet?** No

**Reason:** N/A

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### ROUTING:

Vanessa Guzman

Luis Bazan

Ricardo Rodriguez

Jamison Merrick

City Management Office

Created/Initiated - 7/10/2025

Approved - 7/18/2025

Approved - 7/18/2025

New -

STATE OF TEXAS  
COUNTY OF HIDALGO  
CITY OF PHARR

§  
§  
§

RESOLUTION  
NO. R-2025- \_\_\_\_\_

**WHEREAS**, the International Bridge is of great importance to the trade and commerce of the City of Pharr, and the Board of City Commissioners desires to foster and encourage the promotion of the bridge project; and

**WHEREAS**, there is therefore, created a Toll Bridge Board consisting of five (5) resident qualified voters of the City of Pharr and shall include as ex-officio members the Mayor, Mayor Pro-Tem and the City Manager; and

**WHEREAS**, Ordinance No. O-2007-48 allows for the appointment of a person to a board or committee, without regard to residency, if that person is an owner of a business in which the primary location of the business and central decision-making authority is physically located within the boundaries of the City of Pharr; and

**WHEREAS**, the terms of Lazaro Beas (Position #5) expired on August 1, 2025, and appointment/re-appointment of one (1) member to the Toll Bridge Board is needed at this time.

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

The following members are hereby appointed/re-appointed to the Toll Bridge Board:

| <u>NAME</u> | <u>POSITION # 3</u>                               |
|-------------|---------------------------------------------------|
| 1.          | LENGTH OF TERM<br>(3-Year term to expire 8/01/28) |

**PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS**, on this the 21st day of July 2025.

CITY OF PHARR

\_\_\_\_\_  
AMBROSIO "AMOS" HERNANDEZ  
MAYOR

ATTEST:

\_\_\_\_\_  
IMELDA PEREZ, CITY CLERK



## AGENDA MEMORANDUM



**BOARD:** BOARD OF COMMISSIONERS

**AGENDA ITEM #:** 5.E.

**DATE SUBMITTED:** July 18, 2025

**MEETING DATE:** July 21, 2025

**FROM:** Juan Gonzalez, Police Chief

**DEPARTMENT:** Police

**DIRECTOR:** Juan Gonzalez

**Agenda Item:** Consideration and action, if any, on Resolution authorizing the submission of an application to the U.S. Department of Justice for the FY2025 COPS Hiring Program to fund five (5) full-time Officer positions. **This item supports SSC - Safe and Secure Community.**

**Classification:** Regular

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

**Issue:** The Pharr Police Department seeks to enhance its community policing strategies and address public safety needs through the hiring of five (5) additional full-time, career law enforcement officers under the FY2025 COPS Hiring Program. **This item supports SSC - Safe and Secure Community.**

**Fiscal Consideration:** Upon approved funding and acceptance, the COPS Hiring Program will provide up to 75 percent funding of the approved entry-level salaries and fringe benefits of newly-hired or rehired full-time officers for a 36-month grant period. **This item supports SSC - Safe and Secure Community.**

**Staff Recommendation:** Staff recommends approval

**Alternatives:** Not approve

**Exclude Material from Public Packet?** No

**Reason:** N/A

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### **ROUTING:**

Juan Gonzalez  
Jamison Merrick  
Ricardo Rodriguez  
City Management Office

Created/Initiated - 7/18/2025  
New -

**RESOLUTION NO. R-2025-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PHARR AUTHORIZING AND RATIFYING THE SUBMISSION OF THE UNITED STATES DEPARTMENT OF JUSTICE OFFICE OF COMMUNITY ORIENTED POLICING SERVICES FY 2025 COPS HIRING PROGRAM (CHP) GRANT APPLICATION**

**(CFDA Number: 16.710)**

**WHEREAS**, the City of Pharr Police Department submitted the FY 2025 COPS Hiring Program (CHP) grant application to the U.S. Department of Justice, Office of Community Oriented Policing Services, on **July 1, 2025**, and the City Council now seeks to formally ratify this action; and

**WHEREAS**, the City of Pharr Police Department seeks to enhance its community policing strategies and address public safety needs through the hiring of five (5) additional full-time, career law enforcement officers under the FY 2025 COPS Hiring Program; and

**WHEREAS**, CHP funds will provide up of 75 percent funding of the approved entry-level salaries and fringe benefits of newly-hired or rehired full-time officers for a 36-month grant period, with a minimum of 25 percent local cash match requirement and a maximum federal of share \$125,000 per officer position; and

**WHEREAS**, the total project cost for hiring five (5) officers over a three-year period is \$1,189,153.17, which includes salary and fringe benefits, as reflected in the City's approved salary structure; and

**WHEREAS**, the federal share under the CHP will provide up to \$625,000.00, based on a cap of \$125,000 per officer position; and

**WHEREAS**, the corresponding local cash match of \$564,153.17 will be provided by the City of Pharr through general fund allocations; and

**WHEREAS**, the City of Pharr acknowledges the CHP retention requirement, which obligates the City to retain each officer hired with CHP funds for a minimum of twelve (12) months beyond the 36-month federal funding period; and

**WHEREAS**, the Pharr Police Department intends to prioritize the hiring of military veterans and will deploy officers to support policy-based responses to persons in crisis as part of its innovative community policing strategy;

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

**CITY OF PHARR:**

\_\_\_\_\_  
**Ambrosio Hernandez, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Imelda Perez, City Secretary**

**CERTIFICATION**

**The State of Texas**

**County of Hidalgo**

**City of Pharr**

*I, **Imelda Perez**, duly appointed City Secretary of the City of Pharr, Texas, do hereby certify that the foregoing constitutes a true and correct copy of the original resolution duly passed and adopted by the City Council of the City of Pharr, Texas, on the \_\_\_\_ day of \_\_\_\_\_, 2025.*

**IN WITNESS WHEREOF**, I have hereunto subscribed my official signature and impressed the seal of the City of Pharr, Texas, this \_\_\_\_ day of \_\_\_\_\_, 2025.

(Resolution no. \_\_\_\_\_)

*In witness whereof, I have hereunto subscribed my official Signature and impressed the seal of the City of Pharr, Texas, This the \_day of July 2025, ad.*

**City of Pharr**

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**Imelda Perez, City Clerk**



## AGENDA MEMORANDUM



**BOARD:** BOARD OF COMMISSIONERS

**AGENDA ITEM #:** 5.F.

**DATE SUBMITTED:** July 17, 2025

**MEETING DATE:** July 21, 2025

**FROM:** Jose Pena, IT Director

**DEPARTMENT:** IT

**DIRECTOR:** Jose Pena

**Agenda Item:**

Consideration and action, if any, on Resolution authorizing the submission of a grant application to the Texas Comptroller of Public Accounts for funding under the Building Texas Broadband Workforce Grant Program (RFA NO. BDO-NOFA-008) to support broadband workforce development initiatives. **This item supports SE -Service Excellence.**

**Classification:** Regular

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

**Issue:** The City of Pharr is local with the RGV Broadband Coalition and the PossAble Dream Foundation in applying for this Texas Broadband workforce grant opportunity to implement the Fiber Broadband Association Optic Path Certification.

**Fiscal Consideration:** \$5,000,000.00

**Staff Recommendation:** Staff recommends approval.

**Alternatives:** NA

**Exclude Material from Public Packet?** No

**Reason:** NA

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**ROUTING:**

Jose Pena  
Elizabeth Diaz  
Hilda Pedraza  
Ricardo Rodriguez  
City Management Office

Created/Initiated - 7/17/2025  
Approved - 7/17/2025  
Approved - 7/18/2025  
Approved - 7/18/2025  
Final Approval - 7/18/2025

**RESOLUTION NO. R-2025-\_\_**

**A RESOLUTION OF THE CITY OF PHARR, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS FOR FUNDING UNDER THE BUILDING TEXAS BROADBAND WORKFORCE GRANT PROGRAM (RFA NO. BDO-NOFA-008) TO SUPPORT BROADBAND WORKFORCE DEVELOPMENT INITIATIVES.**

**WHEREAS**, the Texas Comptroller of Public Accounts has announced the Building Texas Broadband Workforce Grant Program (RFA No. BDO-NOFA-008), funded through the Broadband Infrastructure Fund, to expand and enhance broadband-related workforce training programs across the state of Texas; and

**WHEREAS**, the City of Pharr seeks to apply for grant funding to support the development and implementation of a regional broadband workforce training initiative in partnership with educational institutions, workforce development boards, and broadband industry stakeholders; and

**WHEREAS**, the City of Pharr recognizes the importance of building a skilled and job-ready broadband workforce to meet the demands of infrastructure expansion and to promote digital equity, economic opportunity, and sustainable job growth in the Rio Grande Valley; and

**WHEREAS**, the proposed program will include tuition-free, competency-based training for careers in broadband-related fields such as fiber optic installation, field operations, and network engineering; and

**WHEREAS**, the City affirms its commitment to regional collaboration, workforce alignment, and equitable access to training opportunities for all residents; and

**WHEREAS**, the City Manager is hereby authorized to serve as the authorized official to apply for, accept, reject, alter, or terminate the grant and all associated agreements on behalf of the City of Pharr.

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of the City of Pharr, Texas, that the submission of the grant application to the Texas Comptroller of Public Accounts under the Building Texas Broadband Workforce Grant Program is hereby approved in an amount not to exceed \$5,000,000.

**PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR TEXAS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.**

**CITY OF PHARR:**

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**Ambrosio Hernandez, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Imelda Perez, City Secretary**

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

**The State of Texas**

**County of Hidalgo**

**City of Pharr**

I, Imelda Perez, duly appointed City Clerk of the City of Pharr, Texas, do hereby certify that the foregoing Constitutes a true and correctly copy of the original Resolution duly passed and adopted by the board of Commissioners of the City of Pharr, Texas, on the day of \_\_\_\_\_ 2025, ad.

(Resolution no. \_\_\_\_\_)

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and impressed the seal of the City of Pharr, Texas, this \_\_\_\_ day of \_\_\_\_\_, 2025.

**City of Pharr**

\_\_\_\_\_  
**Imelda Perez City Clerk**



## AGENDA MEMORANDUM



**BOARD:** BOARD OF COMMISSIONERS

**AGENDA ITEM #:** 6.A.

**DATE SUBMITTED:** July 8, 2025

**MEETING DATE:** July 21, 2025

**FROM:** Jose Reyes, Assistant City Engineer

**DEPARTMENT:** Engineering

**DIRECTOR:** Pilar Rodriguez

**Agenda Item:** Consideration and action, if any, authorizing the City Manager to enter into an agreement with Millenium Engineers Group, Inc. (MEG) in the amount of \$105,473.00 for Construction Material Testing Services for the Commercial Vehicle Parking Project. **This item supports IF- infrastructure.**

**Classification:** Regular

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

**Issue:** The City requires Construction Material Testing Services for the Commercial Vehicle Parking Area Project No. 2324-71-510-C07-293 (CSJ #0921-02-363). MEG has been selected from the City's pre-approved CMT rotation list. Project No. 2122-01-528-S017-663-E

**Fiscal Consideration:** N/a

**Staff Recommendation:** Staff recommends approval of the proposal from Millenium Engineers Group, Inc. (MEG) in the amount of \$105,473.00 for the Construction Material Testing Services.

**Alternatives:** NA

**Exclude Material from Public Packet?** No

**Reason:** N/A

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### ROUTING:

Jose Reyes  
Pilar Rodriguez  
Maritza Magallan  
Jamison Merrick  
Ricardo Rodriguez  
City Management Office

Created/Initiated - 7/8/2025  
Approved - 7/16/2025  
Approved - 7/16/2025  
Approved - 7/18/2025  
Approved - 7/18/2025  
New -



July 2, 2025

Jose G. Reyes, P.E.  
City of Pharr  
118 S. Cage Blvd.  
Pharr, TX 78577  
(M): (956) 643-6511  
(O): (956) 402-4221 Ext. 1417  
[jose.reyes@pharr-tx.gov](mailto:jose.reyes@pharr-tx.gov)

Subject: **Construction Materials Testing Services**  
Pharr International Bridge Commercial Vehicle Parking  
Pharr, Hidalgo County, Texas  
MEG Proposal No. 01-25-208M

Dear Mr. Reyes,

**Millennium Engineers Group, Inc. (MEG)** is pleased to submit this proposal for the subject project to offer our services for Construction Materials Testing as outlined below. This proposal, our proposed scope of services, and the estimated item quantities are based upon the project information provided to us by the CLIENT and/or authorized representative.

The estimated cost for services on this project is **\$105,473.00**

The estimate provided is preliminary in nature and is based upon our understanding of the project information provided to us. The cost is estimated without an understanding of the general contractor's construction schedule, construction sequence, scheduling, and changes in weather. Since it is difficult to provide an overall cost estimate for testing as indicated, we have provided a schedule of fees based upon the hourly and unit prices for our services. If there is any change in the project requirements provided to us from those mentioned below, please notify us of the changes and the estimate can be revised accordingly.

We appreciate the opportunity of submitting this proposal and look forward to working with you on the construction phase of this project. If there are any questions regarding the proposed scope of work, please contact us at (956) 702-8500. Upon your authorization we will begin immediately on the services that you have requested. Please complete the attached Project Information Sheet in order for us to timely set up the project, prepare testing reports, and process monthly invoices.

Sincerely,

**MILLENNIUM ENGINEERS GROUP, INC.**  
TBPE Firm No. F-3913

Andres Palma, P.E.  
President

## PROJECT INFORMATION

We understand that the proposed plans are to construct the Pharr International Bridge Commercial Vehicle Parking project located in Pharr, Hidalgo County, Texas. **Our understanding is that our services will be needed for subgrade, flexible base, concrete testing and asphaltic concrete pavement inspection.** Our involvement in the project is anticipated to include providing field and/or laboratory construction materials observation and testing during the duration of the project.

## SCOPE OF SERVICES

MEG will provide materials observation and testing services that are in general accordance with the project plans and specifications. The quantity of services required for construction materials testing during the construction phase of the project will be affected by the general contractors scheduling, sequencing, progress, and performance. Therefore, our fee for construction material testing services will be based upon the provided unit and hourly rates. MEG's anticipated scope of services is as follows:

- ☒ Laboratory evaluation of Soils
- ☒ Field density and moisture evaluation of Soils
- ☒ Field observations and testing of Concrete
- ☐ Field observations of Reinforcing Steel
- ☐ Field observation of Steel Construction including Bolting, Welding, and Metal Decking
- ☒ Field observation and laboratory evaluation of Concrete and Asphaltic Pavement used during Pavement Construction

Experienced inspectors and laboratory personnel will be provided for construction material testing services. All services will be performed under the direction of a Registered Professional Engineer in the State of Texas. Field testing and laboratory reports will be processed on an on-call basis by personnel that have been authorized to schedule testing and observation by our CLIENT. All service reports will be transmitted electronically to the project distribution list as directed by our CLIENT on the Project Information Sheet. An original copy of the report will be sent on a monthly basis along with the project invoice.

## PROJECT ESTIMATE

The fees presented in this proposal and outlined in the Unit Rate Sheet section are based on prompt payment for services. Late fees will be charged if payment is not received in accordance with the terms as outlined in the Provisions section of this proposal. The estimated fee for providing the above services on the project is as follows:

☒ **SOILS (75 trips for subgrade, flexible base and storm/sanitary sewer utilities soil backfill testing at 8" waterline)**

| Task                                                                                                                                                | Qty. | Unit Rate | Estimated Cost     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|------|-----------|--------------------|
| LABORATORY COMPACTION CHARACTERISTICS AND MOISTURE DENSITY RELATIONSHIP OF BASE MATERIALS (TEST CODE: TEX-113-E)                                    | 2    | \$295     | \$590.00           |
| LABORATORY COMPACTION CHARACTERISTICS AND MOISTURE-DENSITY RELATIONSHIP OF SUBGRADE, EMBANKMENT SOILS, AND BACKFILL MATERIAL (TEST CODE: TEX-114-E) | 15   | \$265     | \$3,975.00         |
| MATERIALS TESTING LAB SERVICE: CALCULATING THE PLASTICITY INDEX OF SOILS (TEST CODE: TEX-106-E)                                                     | 15   | \$74      | \$1,110.00         |
| MATERIALS TESTING LAB SERVICE: BALL MILL METHOD FOR DETERMINING THE DISINTEGRATION OF FLEXIBLE BASE MATERIAL (TEST CODE: TEX-116-E)                 | 1    | \$252     | \$252.00           |
| MATERIALS TESTING LAB SERVICE: FIELD METHOD FOR DETERMINING IN-PLACE DENSITY OF SOILS AND BASE (TEST CODE: TEX-115-E)                               | 75   | \$33      | \$2,475.00         |
| DETERMINATION OF PARTICLE SIZE ANALYSIS OF SOILS TEXT (PART I) - RETAINED +40 (UNIT: TEX-110-E)                                                     | 2    | \$105     | \$210.00           |
| ENGINEER TECH (YRS EXPERIENCE: 5 TO 15)                                                                                                             | 300  | \$80      | \$24,000.00        |
| <b>CONSTRUCTION MATERIALS TESTING (SOILS)</b>                                                                                                       |      |           | <b>\$32,612.00</b> |

☒ **CONCRETE (80 trips for concrete testing at pavement, sidewalk and curb) (Assuming 500 CY per pour)**

| Task                                                                                                               | Qty. | Unit Rate | Estimated Cost     |
|--------------------------------------------------------------------------------------------------------------------|------|-----------|--------------------|
| MATERIALS TESTING LAB SERVICE: AIR CONTENT OF FRESHLY MIXED CONCRETE BY THE PRESSURE METHOD (TEST CODE: TEX-416-A) | 40   | \$32      | \$1,280.00         |
| MATERIALS TESTING LAB SERVICE: COMPRESSIVE STRENGTH OF CYLINDRICAL CONCRETE SPECIMENS (TEST CODE: TEX-418-A)       | 160  | \$22      | \$3,520.00         |
| ENGINEER TECH (YRS EXPERIENCE: 5 to 15)                                                                            | 360  | \$80      | \$28,800.00        |
| <b>CONSTRUCTION MATERIALS TESTING (CONCRETE)</b>                                                                   |      |           | <b>\$33,600.00</b> |

☒ **ASPHALT( 6 trips for asphalt rolling pattern)**

| Task                                                                                                                                           | Qty. | Unit Rate | Estimated Cost    |
|------------------------------------------------------------------------------------------------------------------------------------------------|------|-----------|-------------------|
| MATERIALS TESTING LAB SERVICE: DETERMINING DENSITY OF COMPACTED BITUMINOUS COMPACTED MIXTURES (TEST CODE: TEX-207-F (PART I))                  | 6    | \$71      | \$426.00          |
| MATERIALS TESTING LAB SERVICE: DETERMINING ASPHALT CONTENT OF BITUMINOUS BY EXTRACTION (TEST CODE: TEX-210-F)                                  | 6    | \$205     | \$1,230.00        |
| MATERIALS TESTING LAB SERVICE: DETERMINING INPLACE DENSITY OF COMPACTED BITUMINOUS MIXTURES (NUCLEAR METHOD) (TEST CODE: TEX-207-F (PART III)) | 36   | \$60      | \$2,160.00        |
| ENGINEER TECH (YRS EXPERIENCE: 5 to 15)                                                                                                        | 54   | \$80      | \$4,320.00        |
| <b>SUB-TOTAL (ASPHALT)</b>                                                                                                                     |      |           | <b>\$8,136.00</b> |

☒ **PROJECT MANAGEMENT AND ADMINISTRATION**

| Task                                          | Qty. | Unit Rate | Estimated Cost     |
|-----------------------------------------------|------|-----------|--------------------|
| PROJECT ENGINEER (YRS EXPERIENCE: 10 to 15)   | 75   | \$188     | \$14,100.00        |
| ENGINEER-IN-TRAINING (YRS EXPERIENCE: 1 to 5) | 75   | \$159     | \$11,925.00        |
| ADMIN/CLERICAL                                | 75   | \$68      | \$5,100.00         |
| <b>SUB-TOTAL (MGMT. &amp; ADMIN.)</b>         |      |           | <b>\$31,125.00</b> |

**Total Estimated Cost** **\$105,473.00**

The following assumptions were used in preparing the proposal:

- MEG's proposal is dependent on the duration of construction days and additional compensation may be required if the construction sequence is slower or faster than typical construction.
- MEG's proposal is dependent on the construction sequence that is used by the General Contractor. Estimated quantities herein are based on the most efficient scheduling the General Contractor can use to combine our services when applicable. Standby time, weather, and cancellations have not been factored into the proposal.
- The Contractors on the site will work a single shift, on a 5 days per week schedule.
- Construction Material Testing Services will be scheduled with 24 hours notice.
- Services provided outside of regular business hours as outlined in the Provisions section of this proposal, or services provided on Saturday, Sunday, or Holidays will be invoiced at 1.5 times the applicable unit rate.
- Minimum three (3) hour charge for engineering technician per trip, Minimum three (3) density tests per trip.
- Upon request for services by owner, representative of owner, and/or construction team, MEG will assume that our proposal is authorized and will proceed with services, to not delay project. If these terms are not agreeable, please provide MEG written documentation prior to the request for services.
- When invoices need to be delivered to a third party for review, the client shall notify MEG of this request, prior to the request for services. If this is not disclosed before the request for services, MEG shall charge administrative time to prepare, send, and deliver to the third party.
- Unless otherwise notified, MEG assumes that the owner will be responsible for all of the project's invoices. If retests and/or cancellations are to be billed to another party, the owner shall notify MEG before the request for services. An administrative fee will incur with the separation of invoices.
- Invoices are due and payable on receipt. Interest at the rate of 1½% per month will be charged on all past-due amounts, unless not permitted by law.

DRAFT

## **SCHEDULE**

We request that our office be contacted at 956/702-8501 at least 24 hours prior to the time our services are needed to allow for scheduling. Calls for scheduling services will need to be made by 5pm of the previous day when service requests are needed. Cancellation of service requests will need to be made at least 2 hours before the scheduled service request time. Cancellation of services that are scheduled to be performed before 8am (early morning) will need to be made prior to 5pm of the previous day. Our services will be performed as directed by the CLIENT, at the rates presented herein.

The contractor is responsible for performing the work in accordance with the plans and specifications. Our testing & observations of the work do not relieve the contractor of their responsibility to perform the work properly and in accordance with industry standards. Prior to the start of construction and our services, we do request one (1) set of approved project plans and specifications with addendums when applicable. We also request the contact information of the general contractor so cancellations, re-testing, or additional testing when required because of the contractor can be billed to the contractor. The project information form and invoicing instructions form will need to be submitted to our office within 5 days of the authorization date. Failure to do so will require MEG to furnish additional administrative support for this project and will be subject to additional administrative charges as required. In addition, an on-site pre-construction meeting with all involved parties is highly recommended to our CLIENT to clearly specify the expectations, scope, and responsibilities of all involved parties.

## **GENERAL COMMENTS**

This proposal may be executed by signing the Authorization for Professional Services and returning a copy to MEG. Project initiation and set up may be expedited by emailing or faxing a copy of the signed Authorization for Professional Services to (956) 702-4180. The terms, conditions, and limitations stated in the Provisions section and section of this proposal incorporated therein, shall constitute the exclusive terms and conditions and services to be performed for this project. This proposal is valid only if authorized within 60 days from the proposal date. Please contact our office if you have any questions or comments about the proposal that has been prepared for your project.

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**PLEASE SIGN THE FOLLOWING SHEET AND RETURN FOR AUTHORIZATION OF SERVICES AND PROJECT SETUP.**

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## AUTHORIZATION FOR PROFESSIONAL SERVICES

Millennium Engineers Group, Inc. and CLIENT hereby agree to the terms and conditions of this proposal and have caused this agreement to be executed by their duly authorized officers and made effective as of the day and year of this agreement.

Client: **City of Pharr**

Consultant: **Millennium Engineers Group, Inc**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Name/Title: Andres Palma, P.E./ Manager

Date: \_\_\_\_\_

Date: July 2, 2025

|                                    |                                                    |
|------------------------------------|----------------------------------------------------|
| <b>Please address invoices to:</b> | <b>Please address deliverables and notices to:</b> |
|                                    | <b>Same as invoices: Yes / No, address to:</b>     |
|                                    |                                                    |
|                                    |                                                    |
|                                    |                                                    |
| <b>ATTN:</b>                       | <b>ATTN:</b>                                       |

All service reports will be transmitted electronically to the project distribution list as directed by our CLIENT on the attached **Project Information Sheet**. The Authorization for Professional Services does not relieve the signatory party of their responsibility to pay invoices as stated due upon receipt. The authorization of this form does not relieve the signatory party of their responsibility to pay MEG and proceed with their payment to MEG with no obligations, commitments, payment and/or review by another responsible party. It is the responsibility of the CLIENT to discuss these terms with MEG prior to the execution of this proposal. This proposal may be executed by signing the **Authorization for Professional Services** and returning a copy to MEG. Project initiation and set up may be expedited by emailing a copy to (meg@megengineers.com) or faxing a copy of the signed Authorization for Professional Services to (956) 702-4180.

Please mail original copies to:  
Millennium Engineers Group, Inc., PO Box 4569, Edinburg, Texas 78540-4569.

**PLEASE SIGN AND RETURN THIS SHEET FOR AUTHORIZATION OF SERVICES AND PROJECT SETUP.**

**MILLENNIUM ENGINEERS GROUP, INC., PROFESSIONAL SERVICES AGREEMENT**

## PROVISIONS

**1. AUTHORIZATION TO PROCEED**

Signing this form shall be construed as authorization by CLIENT for MILLENNIUM ENGINEERS GROUP, INC. (MEG) to proceed with the work, unless otherwise provided for in the authorization.

**2. TECHNICIAN SERVICES**

MEG will charge overtime at the rate of 1.5 applicable for technician services performed before 7 AM and after 6 PM on Monday through Friday, after 8 continuous hours on the Client's project and on Saturday, Sunday and holidays. Laboratory testing performed after normal work hours of 7 AM to 6 PM on Monday through Friday, Saturday, Sunday and Holidays will be billed the test rate plus applicable overtime hourly charges. Hours billed will be from our office at 5804 N. Gumwood, Pharr, Texas, portal to portal. Fractions of hours will be billed as whole hours.

**3. PROJECT MANAGEMENT**

Project management will be billed for coordination and management of project and personnel.

**4. SCOPE OF SERVICES**

The scope of services is outlined in the Proposal, which along with these provisions, constitutes the agreement. "Services" meaning the specific analytical, testing, observation, or other service to be performed by MEG as set forth in MEG's proposal, CLIENT's acceptance thereof and these Provisions. The CLIENT has sole responsibility for determining whether the scope of MEG's services is adequate and sufficient based on the CLIENT's needs and budgetary constraints. The verbal or written ordering of services of MEG shall constitute acceptance of the terms of MEG's proposal and these Provisions, regardless of the terms of any subsequently issued document. MEG will perform all standard tests, inspections, and observations in general accordance with referenced standards and makes no representation regarding compliance with any other standards. MEG has no right or responsibility to approve, accept, reject, or stop work of any agent or the CLIENT. Any services not noted in this proposal are excluded from the scope of services.

**5. OUTSIDE SERVICES**

When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for MEG's administrative costs, as provided on the previous page of the authorization.

**6. COST ESTIMATES**

Any cost estimate provided by MEG will be on a basis of experience and judgment, but since it has no control over the construction process, construction methods, construction sequence, construction scheduling and weather conditions MEG cannot and does not warrant that actual costs for services performed will not vary from these cost estimates.

**7. PROFESSIONAL STANDARDS**

MEG shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in the same locale and under similar circumstances at the time that the services are performed for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. Upon notice to MEG and by mutual agreement between the parties, MEG will without additional compensation, correct those services not meeting such a standard. MEG makes no other warranty, expressed or implied.

**8. TERMINATION**

Either CLIENT or MEG may terminate this authorization by giving 30 days' written notice to the other party. In such event CLIENT shall forthwith pay MEG in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

**9. LEGAL EXPENSES**

In the event legal action is brought by CLIENT or MEG against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the party such reasonable amounts for fees, costs and expenses as may be set by the court.

**10. PAYMENT TO MILLENNIUM ENGINEERS GROUP, INC. / INTEREST ON PAST DUE AMOUNTS**

Monthly invoices will be issued by MEG for all work performed under the terms of this authorization. Invoices are due and payable on receipt. Interest at the rate of 1½% per month will be charged on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess of the highest legal rate will be applied to the principal amount owing to MEG, and if such interest exceeds the principal balance of CLIENT's indebtedness to MEG will be returned to the CLIENT. It is the intent of MEG and CLIENT to abide by all applicable laws regulating the maximum amount of interest, which may be charged. To the greatest extent allowed by applicable law, CLIENT and MEG agree that in the event CLIENT and MEG enter into any compromise or settlement calling for the payment of past due principal and accrued and unpaid interest on any past due invoice, MEG may charge and CLIENT agrees to pay interest on such combined past due principal and accrued and unpaid interest amount (the "New Principal Balance") at the rate of 1½% per month or the highest rate allowed by law, subject, as provided herein, to MEG's agreement to credit excess interest or return same to CLIENT after the New Principal is paid.

**11. LIMITATION OF LIABILITY**

MEG's total cumulative liability to the CLIENT of MEG, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "MEG Entities") arising from services under this agreement, including attorney's fees due under this agreement, will not exceed the gross compensation received by MEG under this agreement. This limitation applies to all lawsuits, claims or actions that allege errors and omissions in MEG's services, whether alleged to arise in tort, contract, warranty or other legal theory.

**12. ADDITIONAL SERVICES**

Services in addition to those specified in Scope will be provided by MEG if authorized in writing by the CLIENT. Additional services will be paid for by the CLIENT as indicated in the Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and MEG, and which is referenced under Compensation.

**13. SALES TAX**

In accordance with the State Sales Tax Codes, engineering services are non-taxable at the present time. If the State of Texas, at any time, changes the State Sales Tax Code and engineering services become taxable, the applicable sales tax will be included for the services rendered. Sales tax, if applicable, will be indicated on invoice statements.

**14. TERMINATION FOR NON-PAYMENT OF FEES**

MEG may terminate this contract by giving written notice if any MEG invoice remains unpaid for more than sixty (60) days. MEG's right to terminate this contract shall not be waived by MEG's continued performance during any period of investigation by MEG to determine the reasons for CLIENT's nonpayment.

**15. INDEMNIFICATION**

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless MEG, its officers, directors, employees and subconsultants against all damages, liabilities or costs including reasonable attorney's fees and defense costs, to the extent caused by the CLIENT's negligent acts in connection with the project and the acts of its representatives, contractors, subcontractors, or consultants or anyone for whom the CLIENT is legally liable. MEG agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, employees and subconsultants against all damages, liabilities or costs including reasonable attorney's fees and defense costs, to the extent caused by MEG's negligent acts in connection with the project and the acts of its representatives, contractors, subcontractors, or consultants or anyone for whom MEG is legally liable. Neither MEG nor the CLIENT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

**16. DELAYS AND FORCE MAJEURE**

If site or other conditions prevent or inhibit performance of Services or if unrevealed hazardous materials or conditions are encountered, Services under this Authorization may be delayed. CLIENT shall not hold MEG responsible for damages or delays in performance caused by acts or omissions of CLIENT, its subcontractors, governmental authorities, regulatory agencies, civil or labor unrest, acts of God, nature, or terror, disruptions of the internet, MEG's electronic telecommunications or hosting services or any other events that are beyond the reasonable control of MEG. In the event of such delays, the contract completion date shall be extended accordingly and the CLIENT shall pay MEG for Services performed to the delay commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred including but not limited to, labor and material escalation, and extended overhead costs, attributable to such delays.

**17. DATA AND INFORMATION**

CLIENT shall provide MEG all reports, data, studies, plans, specifications, documents and other information which are relevant to the Services. MEG shall be entitled to rely upon the Project Information provided by the CLIENT or others and MEG assumes no responsibility or liability for the accuracy or completeness of such. CLIENT waives any claim against MEG, and agrees to defend, indemnify and hold MEG harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in the Project Information. MEG will not be responsible for any interpretations or recommendations generated or made by others, which are based, whole or in part, on MEG's data, interpretations or recommendations.

**18. INTELLECTUAL PROPERTY**

MEG shall own all Intellectual Property associated with the Services and the MEG Products, together with any modifications, updates or enhancements to said Intellectual Property. MEG grants no right or license to such Intellectual Property to CLIENT except as expressly provided in this Agreement. CLIENT conveys to MEG any interest in any such Intellectual Property rights that notwithstanding or foregoing, would otherwise be deemed by law to vest in CLIENT.

**19. INFORMATION MANAGEMENT**

CLIENT acknowledges that electronic media is susceptible to unauthorized modifications, deterioration, and incompatibility and therefore CLIENT cannot rely upon the electronic media versions of the Documents. In the event of any discrepancy, MEG's hardcopy shall prevail.

**20. ON-SITE RESPONSIBILITIES AND RISKS**

Unless otherwise agreed, CLIENT will furnish right of entry and obtain permits as required for MEG to perform the fieldwork. MEG will take reasonable precautions to minimize damage to land and other property caused in MEG's operations, but MEG has not included in the fee the cost of restoration of damage that may occur. If CLIENT desires MEG to restore the site to its former conditions and if MEG agrees to do so, MEG will undertake the repairs and add the cost to the fee.

**21. CONSTRUCTION OBSERVATION AND TESTING**

MEG does not guarantee the performance of, and shall have no responsibility for, the acts or omissions or health and safety procedures of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any work on the project. The CLIENT has not retained MEG to provide exhaustive or continuous project review and observation services. It is our understanding that testing will be scheduled by the CLIENT and MEG does not assume the responsibility for assuring all required tests are performed. The CLIENT understands that observation and testing are discrete sampling procedures, and that such procedures indicate conditions only found at the depth, location, and time the procedures were performed. The CLIENT understands that observation and testing are conducted to reduce and not eliminate project risk. The CLIENT agrees to the level or amount of testing performed and the associated risk. MEG shall not be responsible for the quality and completeness of CLIENT's contractor's work or their adherence to the project documents, and MEG's performance of testing and observation services shall not relieve the CLIENT's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee.

In case any one or more of the provisions contained in this Authorization shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.