

CITY COUNCIL AGENDA

A Regular Meeting of the City Council of the City of Pearsall, Texas will be held on Tuesday, February 9, 2021 at 7:00 PM at the Pearsall City Hall, 214 S. Ash Street, Pearsall, Texas.

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/81393788707>

Or iPhone one-tap :

US: +13462487799,,81393788707# or +16699009128,,81393788707#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 346 248 7799 or +1 669 900 9128 or +1 253 215 8782 or +1 646 558 8656 or +1 301 715 8592 or +1 312 626 6799

Webinar ID: 813 9378 8707

International numbers available: <https://us02web.zoom.us/j/81393788707>

COUNCIL MEMBERS

Mary Moore, Mayor

Julian Hernandez, Mayor Pro Tem

James Leal, Council Member

Sonia Hernandez, Council Member

Brenda Treviño, Council Member

Abel Nieto, Council Member

Vacant, Council Member

Davina Rodriguez, Council Member

1. **Call To Order**
2. **Roll Call and Announcement of a Quorum**
3. **Invocation and Pledge of Allegiance**
4. **Citizens to Be Heard**
5. **Presentation**
 - A. **First quarter budget update for the 2020-21 FY.**
6. **New Business**
 - A. **Discuss and consider awarding/rejecting bids for the construction of Wastewater System Improvements Project under CDBG contract No. 7219321 and authorize the city manager to enter into and execute necessary agreements for this project. - Action Item**
 - B. **Discuss and consider awarding/rejecting a proposal from Gaydos Construction, LLC for improvements to the Victor Trevino Sports Complex and authorizing the city manager to negotiate, enter into and execute a contract for this project
- Action Item**
 - C. **Discuss and consider awarding/rejecting a proposal from Qualite Sports Lighting LLC, for improvements to the Victor Trevino Sports Complex and authorizing the city manager to negotiate, enter into and execute a contract for this project.
- Action Item**

- D. Discuss and Consider Ordinance No. 2021-02-01 Amending the Adopted Budget for the Fiscal Year beginning October 1, 2020. - **Action Item**
- E. Discuss and approve the City of Pearsall Housing Assistance Program, requests for assistance or related matters. - **Action Item**
- F. Discuss and Consider Resolution No. 2021-02-01 to appoint three (3) members to the Charter Review Committee. - **Action Item**
- G. Discuss and Consider Resolution No. 2021-02-02 to appoint five (5) members to the Planning & Zoning Commission. - **Action Item**
- H. Discuss and Consider Ordinance No. 2021-02-02 to order a General Election for May 1, 2021 for the purpose of electing a Mayor and (3) City Council Member Places: Place No. 5; Place No. 6 and Place No. 7 pursuant to the Home Rule Charter; ordering the appointment of an early voting ballot board, and setting the rates of pay for election officials. - **Action Item**
- I. Discuss and consider setting a date, time, and place for a public hearing on a request for Conditional Use Permit for San Juana Espinoza at 112 Paiz Court. - **Action Item**

7. Executive Session - In Accordance with Texas Government Code Chapter 551, Subchapter D:

The City Council of the City of Pearsall may at any time during the meeting close the meeting and hold an executive session pursuant to the Texas Open Meetings Act codified as Chapter 551, Texas Government Code which permits closed meetings pursuant to Section 551.071 for purpose of consulting with its attorneys; Section 551.072, deliberating about real property; Section 551.073, deliberating about gifts, and donations; Section 551.074, deliberating about personnel matters; Section 551.076, deliberating about security devices; Section 551.084, regarding exclusion of witness from witness in connection with an investigation; Section 551.086 deliberating, voting, and taking action as a power utility on a competitive matter; Section 551.087 deliberating about economic development negotiations; and Section 551.088, deliberating about test items to discuss and/or deliberate any of the posted matters to be considered during the open meeting. If it does go into Executive Session, the City Council may deliberate in executive session, then reconvene in open session, vote on the matter in open session, and announce it for the City Council minutes.

- A. Discuss existing solid waste contract the city has with Republic Services and future legal matters.
- B. Discussion solid waste collection and disposal contract the City had with ACI Recycling and Disposal, Inc. and/or to direct the City Manager and City Attorney to take appropriate action under the contract.

8. Open Session

- A. Discuss and Consider existing solid waste contract the city has with Republic Services and future legal matters. - **Action Item**
- B. Discuss and Consider solid waste collection and disposal contract the City had with ACI Recycling and Disposal, Inc. and/or to direct the City Manager and City Attorney to take appropriate action under the contract.

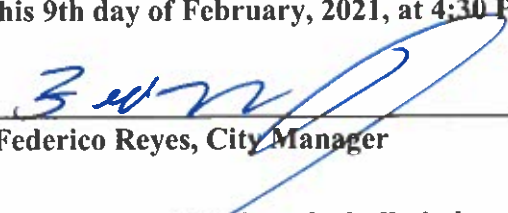
9. Review of Bills Paid

10. General Announcements

11. Adjournment

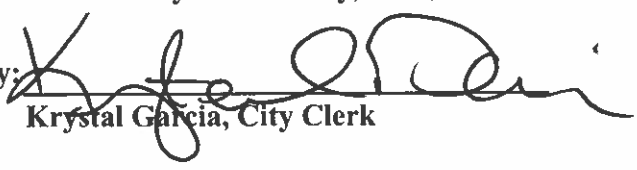
Posted for Public Inspection on this 9th day of February, 2021, at 4:30 PM.

By:


Federico Reyes, City Manager

I certify that the above notice of meeting was posted on the bulletin board of the Pearsall City Hall, 215 S. Ash Street, Pearsall, Texas, on the 9th day of February, 2021, at 4:30 PM.

By:


Krystal Garcia, City Clerk

This meeting location is wheelchair-accessible. Parking for mobility-impaired persons is available. Any request for sign interpretive services must be made forty-eight hours in advance of the meeting. To make arrangements, call the City Clerk at (830) 334-3676.

CITY OF PEARSALL
BUDGET TO ACTUAL
REV SUMMARY
AS OF JAN 2021

01 -GENERAL FUND

ACCOUNT	DESCRIPTION	BUDGET	YTD_BALANCE	BUDGET_BALANCE	Budget%
01-4001	AD VALOREM TAXES-CURRENT	\$ 1,527,700	\$ 1,038,512	\$ 489,188	32%
01-4002	DELINQUENT TAXES	55,000	21,923	33,077	60%
01-4003	PENALTY, INTEREST & COSTS	35,000	8,426	26,574	76%
01-4004	FCAD PRO-RATE OVER/SHT	5,000	-	5,000	100%
01-4005	PILOT AGREEMENT STEC	486,116	-	486,116	100%
01-4010	CITY SALES TAX	2,038,889	627,664	1,411,225	69%
01-4011	MIXED BEVERAGE TAX	5,700	900	4,800	84%
01-4101	TIME WARNER CABLE FRANCHISE	75,000	17,553	57,447	77%
01-4102	AEP (CPL) FRANCHISE FEE	160,000	57,028	102,972	64%
01-4103	SBC FRANCHISE	38,000	6,190	31,810	84%
01-4104	MEDINA ELECTRIC FRANCHISE	65,000	29,894	35,106	54%
01-4106	ACI FRANCHISE	5,000	-	5,000	100%
01-4201	BUILDING PERMITS	23,000	18,639	4,361	19%
01-4202	BUSINESS LICENSE	1,500	150	1,350	90%
01-4205	PLAT FILING PERMITS	1,000	-	1,000	100%
01-4207	BEER LICENSE	1,500	120	1,380	92%
01-4210	VENDOR PERMITS	1,000	100	900	90%
01-4211	CONDITIONAL USE PERMIT	1,500	400	1,100	73%
01-4301	POLICE FINES	66,000	8,278	57,722	87%
01-4302	MUN. CT DEFERRED CASE FEES	20,000	331	19,669	98%
01-4303	OTHER POLICE REVENUE	1,500	-	1,500	100%
01-4304	TOWING AND STORAGE FEES	6,000	670	5,330	89%
01-4401	LIBRARY BUILDING RENTAL	3,000	-	3,000	100%
01-4420	PARK RENTAL	500	-	500	100%
01-4601	INTEREST INCOME	35,000	16,006	18,994	54%
01-4700	DONATIONS- POLICE DEPT.	2,500	500	2,000	80%
01-4701	ANIMAL CONTROL FEES	750	925	(175)	-23%
01-4702	POLICE DEPT. - REPORTS	500	174	326	65%
01-4704	SPORTS COMPLEX INCOME	-	40	(40)	0%
01-4705	DEPOSIT FOR PARK USE	-	550	(550)	0%
01-4716	S.C. CONCESSION STAND FEE	-	150	(150)	0%
01-4717	S.C. FIELD RENTAL	-	960	(960)	0%
01-4718	S.C. USE OF LIGHTS	-	316	(316)	0%
01-4723	LIBRARY MISC BOOK SALE REVENUE	-	5	(5)	0%
01-4748	LIBRARY MISCELLANEOUS REVENUE	-	652	(652)	0%
01-4750	MISCELLANEOUS REVENUE	-	1,411	(1,411)	0%
01-4787	DONATIONS-CITY EVENTS	500	9,000	(8,500)	0%
01-4788	Sale of Fixed Asset	5,000	32,538	(27,538)	-551%
GF - TOTAL REVENUES		\$ 4,667,155	\$ 1,900,006	\$ 2,767,149	59%

CITY OF PEARSALL
BUDGET TO ACTUAL
REV SUMMARY
AS OF JAN 2021

35 -UTILITIES FUND

ACCOUNT	DESCRIPTION	BUDGET	YTD_BALANCE	BUDGET_BALANCE	Budget%
35-4750	W/S MISCELLANEOUS REVENUE	3,312	125	3,187	96%
35-4751	GAS MISCELLANEOUS REVENUE	468	212	256	55%
35-4752	GARBAGE TRANSFER STATION FEES	21,917	6,374	15,543	71%
35-4753	CC PAYMENT FEE	10,303	3,788	6,516	63%
35-4801	WATER SALES	1,848,790	613,969	1,234,821	67%
35-4803	WATER TAPS	14,105	1,627	12,478	88%
35-4804	WATER CONNECTION FEES	4,386	760	3,626	83%
35-4805	WATER EXTENSIONS	5,000	-	5,000	100%
35-4806	WATER PLUMBING PERMITS	508	304	204	40%
35-4807	W & S SALES- PENALTY	69,188	-	69,188	100%
35-4851	SEWER SALES	772,109	301,476	470,633	61%
35-4852	SEWER TAPS	5,038	2,138	2,900	58%
35-4853	SEWER EXTENSIONS	2,000	-	2,000	100%
35-4854	SEWER PLUMBING PERMITS	406	-	406	100%
35-4861	NATURAL GAS SALES	685,256	547,351	137,905	20%
35-4864	GAS PLUMBING PERMITS	65	-	65	100%
35-4865	GAS CONNECTION FEES	732	55	677	92%
35-4867	GAS SALES PENALTY	3,347	-	3,347	100%
35-4881	GARBAGE SALES	1,895,700	670,080	1,225,620	65%
UTILITIES TOTAL REVENUES		\$ 5,342,630	\$ 2,148,257	\$ 3,194,373	60%

CITY OF PEARSALL
BUDGET TO ACTUAL
EXP SUMMARY
AS OF JAN 2021

01 -GENERAL FUND EXP

DESCRIPTION	BUDGET	YTD_BALANCE	BUDGET_BALANCE	Budget%
ADMINISTRATION	840,155.00	171,333.02	656,588.65	78%
FINANCE DEPARTMENT	229,843.00	79,229.06	149,888.46	65%
TAX DEPARTMENT	150,500.00	31,210.86	119,289.14	79%
STREET DEPARTMENT	822,512.00	204,332.17	606,343.48	74%
POLICE DEPARTMENT	1,590,411.00	571,896.93	1,012,613.83	64%
MUNICIPAL COURT	118,368.00	36,880.16	80,865.16	68%
PARKS AND RECREATION	398,026.00	119,820.77	267,366.61	67%
LIBRARY	198,028.00	58,338.09	131,175.47	66%
HUMAN RESOURCES	93,655.00	23,802.36	69,687.64	74%
CITY CLERK	128,225.00	24,623.09	103,538.67	81%
CITY POOL SERVICE CENTER	97,432.00	39,590.26	56,385.87	58%
GF-TOTAL EXPENDITURES	4,667,155.00	1,361,056.77	3,253,742.98	70%

35 -UTILITIES FUND EXP

DESCRIPTION	BUDGET	YTD_BALANCE	BUDGET_BALANCE	Budget%
ADMINISTRATION	201,387.00	47,358.84	154,028.16	76%
FINANCE DEPARTMENT	113,845.00	57,485.37	56,359.63	50%
CITY POOL SERVICE CENTER	57,950.00	4,866.87	53,083.13	92%
UTILITY ADMINISTRATION	166,713.00	51,262.36	115,450.64	69%
WASTE WATER TREATMENT	568,499.00	163,325.14	393,285.34	69%
WATER PRODUCTION AND COLL	1,825,666.00	153,370.49	1,416,588.64	78%
GARBAGE DEPARTMENT	1,640,034.00	661,115.20	978,918.80	60%
NATURAL GAS DEPARTMENT	768,536.00	111,783.35	650,978.08	85%
UTILITIES TOTAL EXPENDITURES	5,342,630.00	1,250,567.62	3,818,692.42	71%



January 26, 2021

The Honorable Mary Moore, Mayor
City of Pearsall
215 South Ash Street
Pearsall, Texas 78061

**Re: City of Pearsall, Texas
Wastewater System Improvements – “Rebid”
TxCDBG Contract No. 7219321
Recommendation of Award**

Dear Mayor Moore:

Bids were opened and read aloud on January 22, 2021 for the above referenced project. Please find attached the bid tabulation sheet. The responsive, responsible Bidder submitting the lowest/best bid on the project is T-Construction, LLC, 12601 McNair Street, Houston, Texas 77015 with a Total Base Bid (A+B) plus Additive Alternative No. 1 Amount of \$261,765.00.

I have reviewed the Contractor’s qualifications and bid documents, and it is my recommendation that the City award the project to T-Construction, LLC in the total amount of \$261,765.00.

Respectfully,

LNV

Engineers | Architects | Contractors
TBPE Firm No. F-366

A handwritten signature in blue ink, appearing to read "Robert M. Viera", is written over a horizontal line.

Robert M. Viera, P.E.
Project Engineer



Attachment

U:\PEARSALL\180329 2019-2020 CDBG PR\000\03-BIDDING\BID 2\RECOMM LETTER - REBID.DOC

BID TABULATION

City of Pearsall, Texas
Wastewater System Improvement Project

Date: Friday, January 22, 2021 at 2pm

LNv, INC
801 NAVIGATION, SUITE 300
CORPUS CHRISTI, TX 78408
PHONE: 361.883.1984
FAX: 361.883.1986

				T CONSTRUCTION, LLC 12601 McNair St. Houston, Tx 77015		Texas Pride Utilities, LLC 725 Carby Road Houston, Tx 77037		HJD Capital 5424 Hwy 90 W San Antonio, Tx 78227	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
ITEM	QTY	UNIT	DESCRIPTION						
BASE BID A - MULBERRY STREET									
A-1	819	LF	6" PIPE BURST	\$32.00	\$26,208.00	\$34.00	\$27,846.00	\$71.33	\$58,419.27
A-2	1,279	LF	10" PIPE BURST	\$39.00	\$49,881.00	\$40.00	\$51,160.00	\$89.11	\$113,971.69
A-3	33	EA	WASTEWATER SERVICE	\$535.00	\$17,655.00	\$600.00	\$19,800.00	\$1,529.67	\$50,479.11
A-4	5	EA	WASTEWATER MANHOLE	\$5,300.00	\$26,500.00	\$4,100.00	\$20,500.00	\$8,373.76	\$41,868.80
A-5	33	EA	WASTEWATER CLEANOUT	\$150.00	\$4,950.00	\$400.00	\$13,200.00	\$512.65	\$16,917.45
A-6	304	SY	PAVEMENT REPAIR	\$80.00	\$24,320.00	\$80.00	\$24,320.00	\$80.19	\$24,377.76
A-7	132	LF	CURB & GUTTER REPAIR	\$1.00	\$132.00	\$30.00	\$3,960.00	\$32.44	\$4,282.08
BASE BID SUB-TOTAL:					\$149,646.00		\$160,786.00		\$310,316.16
BASE BID B - W.ALABAMA STREET									
B-1	750	LF	8" PIPE BURST	\$35.00	\$26,250.00	\$34.00	\$25,500.00	\$79.40	\$59,550.00
B-2	15	EA	WASTEWATER SERVICE	\$535.00	\$8,025.00	\$600.00	\$9,000.00	\$1,591.90	\$23,878.50
B-3	2	EA	WASTEWATER MANHOLE	\$5,300.00	\$10,600.00	\$4,100.00	\$8,200.00	\$6,280.32	\$12,560.64
B-4	15	EA	WASTEWATER CLEANOUT	\$150.00	\$2,250.00	\$400.00	\$6,000.00	\$512.65	\$7,689.75
B-5	97	SY	PAVEMENT REPAIR	\$80.00	\$7,760.00	\$80.00	\$7,760.00	\$83.96	\$8,144.12
B-6	60	LF	CURB & GUTTER REPAIR	\$1.00	\$60.00	\$30.00	\$1,800.00	\$32.44	\$1,946.40
DEDUCTIVE SUB-TOTAL:					\$54,945.00		\$58,260.00		\$113,769.41
ADDITVE ALTERNATIVE #1 - PEACH STREET									
C-1	792	LF	6" PIPE BURST	\$32.00	\$25,344.00	\$33.00	\$26,136.00	\$70.47	\$55,812.24
C-2	10	EA	WASTEWATER SERVICE	\$535.00	\$5,350.00	\$600.00	\$6,000.00	\$1,691.59	\$16,915.90
C-3	3	EA	WASTEWATER MANHOLE	\$5,300.00	\$15,900.00	\$4,000.00	\$12,000.00	\$5,413.34	\$16,240.02
C-4	10	EA	WASTEWATER CLEANOUT	\$150.00	\$1,500.00	\$400.00	\$4,000.00	\$512.65	\$5,126.50
C-5	113	SY	PAVEMENT REPAIR	\$80.00	\$9,040.00	\$80.00	\$9,040.00	\$79.47	\$8,980.11
C-6	40	LF	CURB & GUTTER REPAIR	\$1.00	\$40.00	\$30.00	\$1,200.00	\$32.44	\$1,297.60
DEDUCTIVE ALTERNATIVE NO. 2 SUB-TOTAL:					\$57,174.00		\$58,376.00		\$104,372.37
ADDITIVE ALTERNATIVE #2 - NECHES STREET									
D-1	338	LF	10" PIPE BURST	\$44.00	\$14,872.00	\$40.00	\$13,520.00	\$98.96	\$33,448.48
D-2	6	EA	WASTEWATER SERVICE	\$535.00	\$3,210.00	\$600.00	\$3,600.00	\$1,682.80	\$10,096.80
D-3	2	EA	WASTEWATER MANHOLE	\$5,200.00	\$10,400.00	\$4,000.00	\$8,000.00	\$2,537.50	\$5,075.00
D-4	6	EA	WASTEWATER CLEANOUT	\$150.00	\$900.00	\$400.00	\$2,400.00	\$512.65	\$3,075.90
D-4	94	SY	PAVEMENT REPAIR	\$80.00	\$7,520.00	\$80.00	\$7,520.00	\$71.56	\$6,726.64
D-6	24	LF	CURB & GUTTER REPAIR	\$1.00	\$24.00	\$30.00	\$720.00	\$32.44	\$778.56
DEDUCTIVE ALTERNATIVE NO. 3 SUB-TOTAL:					\$36,926.00		\$35,760.00		\$59,201.38
BASE BID SUB-TOTAL:					\$149,646.00		\$160,786.00		\$310,316.16
TOTAL OF BASE BID (A+B)					\$204,591.00		\$219,046.00		\$424,085.57
TOTAL OF BASE BID (A+B)+ADD ALT #1					\$261,765.00		\$277,422.00		\$528,457.94
TOTAL OF BASE BID (A+B)+ADD ALT #1+ADD ALT #2					\$298,691.00		\$313,182.00		\$587,659.32

* DENOTES ERROR IN BID

City Council Agenda

Approved for Agenda:
FR
City Manager's Office

MEETING DATE: 02/09/21

TO: City Council

FROM: Federico Reyes, City Manager

SUBJECT: Discuss and consider authorizing the city manager to negotiate, enter into and execute an agreement with Gaydos Construction, LLC for improvements to the Victor Trevino Sports Complex

Purpose:

At the direction of the city council, city staff issued a Request for Proposal for improvements to the Victor Trevino Sports Complex. Specific improvements included the walking trail, parking lot and lighting.

Proposers were given an option to provide a proposal for the entire scope of work or a portion of the scope of work (lighting or paving). Request for proposals were advertised in accordance with state law and the city's purchasing policy. Four proposals were received. One proposal was received for paving and three proposals for lighting. No proposals were received for the entire scope of work. Due diligence work included reference checks and discussions with selected proposers.

Based on the scoring criteria of the RFP, city staff recommends that we award the paving of the parking lot and walking trail at the Victor Trevino Sports Complex to Gaydos Construction, LLC. If approved, paving improvements will begin the second quarter of 2021.

As a reference, attached you will find RFP, proposal from Gaydos Construction and the score sheet utilized to determine the selected applicant. Minutes to the council meeting authorizing city staff to issue an RFP is also provided for your review.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Funding for this project will come from Hotel Occupancy Tax. A 5% contingency will be included to proposed amount for a total of \$164,432.10.

City Council Agenda

Approved for Agenda:
FR
City Manager's Office

MEETING DATE: 02/09/2021

TO: City Council

FROM: Krystal Garcia, City Clerk

SUBJECT: Discuss and consider extension of COVID-19 Lifeline Program through February 2021 and approval of budget for program continuance

Purpose:

Meeting Date: **October 13, 2020**

Item discussed:

Discuss and Consider request for proposals for the Victor Treviño Sports Complex for the fixing of lights, jogging trail and paving of parking lot and driveway from Frio Street.

The discussion for the item is as follows:

Councilman Roland Segovia stated he recently visited the complex and saw the extreme wear and tear on the facility and believes money needs to be invested into the facility. He asked City Manager Federico Reyes if he knew when the last time money was invested in the complex. City Manager Federico Reyes stated it has been over 20 years since money has been put into the complex. After a brief discussion, Councilwoman Davina Rodriguez motioned to approve request for proposals for the Victor Trevino Sports Complex for the fixing of lights, jogging trail and paving of parking lot and driveway from Frio Street. Second by Councilman Abel Nieto. The vote in favor of the Motion was unanimous.

Recommended City Council Action

☐ Approve ☐ Deny ☒ Informational

Request for Proposals

for

Improvements (Lighting/Paving) to Victor Trevino Sports Complex

Proposals for this requirement will be accepted until 2:00 P.M. on January 6, 2021

Proposals May be Mailed or Delivered to:

City Secretary
City of Pearsall
215 South Ash
Pearsall, Texas 78061

No Late Proposals Will Be Accepted

NOTICE TO PROPOSERS:

1. THE ATTACHED CONTRACT AND INSURANCE REQUIREMENTS ARE **NON-NEGOTIABLE**. MODIFICATIONS BY PROPOSER/CONTRACTOR OF ANY MATERIAL TERM(S) TO THE CONTRACT DOCUMENTS WILL BE DEEMED A NON-RESPONSIVE PROPOSAL. NON-RESPONSIVE PROPOSALS WILL BE REJECTED. PROPOSER/CONTRACTOR MUST BE WILLING TO SIGN THE CONTRACT AS IS AND WITHOUT MODIFICATIONS, PROVIDE PROPERLY EXECUTED BONDS (IF APPLICABLE) AND PROVIDE INSURANCE SPECIFICALLY AS REQUIRED WITHIN THE CONTRACT DOCUMENTS **WITHIN 21 DAYS** OF THE DATE OF THE TRANSMITTAL LETTER.
2. IF THE SELECTED PROPOSER/CONTRACTOR CANNOT MEET THE REQUIREMENTS OF PARAGRAPH 1, THEN THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER PROPOSER.
3. **IMPORTANT NOTICE** – IF THE CONTRACT DOCUMENTS REQUIRE WORKER'S COMPENSATION INSURANCE, PROPOSER/CONTRACTOR MUST CARRY WORKER'S COMPENSATION INSURANCE TO BE ELIGIBLE FOR THIS CONTRACT. IF YOU CANNOT PROVIDE WORKER'S COMPENSATION INSURANCE AS REQUIRED BY STATE OF TEXAS STATUTE WE RESPECTFULLY REQUEST THAT YOU "NO BID" THIS WORK
4. COMPLIANCE – COMPANY AGREES THAT IT SHALL COMPLY WITH TEXAS GOVERNMENT CODE SECTION 2252.908, *ET SEQ.*, AS AMENDED. COMPANY AGREES THAT IT SHALL COMPLY WITH TEXAS LOCAL GOVERNMENT CODE SECTION 176.006, *ET SEQ.*, AS AMENDED.

SCHEDULE OF EVENTS

RFP

For

Improvements (Lighting/Paving) to Victor Trevino Sport Complex

Event	Date*
RFP Released	December 15, 2020
Non-mandatory pre-proposal meeting	December 21, 2020
Proposal Due Date	January 6, 2021
Intended Date for Contract Award.....	January 12, 2021

*These dates are our intended schedule; however, they may be changed as necessary without further notice.

NOTE:

From the issuance date of this RFP until a Contractor(s) is selected, all verbal communication is not binding. The City will only be bound by written comments submitted by city staff.

SPECIAL TERMS AND CONDITIONS

Proposal Requirements /Terms

1. Unless otherwise called for, the number of copies specified in the RFP, shall be submitted typewritten or printed in ink. Requests for Proposals shall be in a word format that can be completed on your computer and will be noted on the cover page if available.
2. Each proposal should be placed in a separate envelope completely and properly identified with the RFP title, "Improvements for Victor Trevino Sports Complex", due time and date. Proposal must be time stamped at the appointed receipt location before the hour and date specified for the proposal receipt. Responsibility for having the proposal properly marked and to the opening location by the specified date and time is solely the offerors. All copies of the proposal may be delivered in the same box/package.
3. Any Proposal may be withdrawn in writing prior to the date and time set for receipt of proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a minimum period as stated in the RFP following the final acceptance date, to provide the commodity or service set forth in the attached specifications, or until a selection has been made by the City.
4. Late proposals will not be accepted under any circumstances.
5. Proposal should give full firm name and address of Offeror. Failure to manually sign the proposal will disqualify it. The person signing the proposal should show title or authority to bind his/her firm in contract. Insert your Federal Employer's Identification Number _____ or Sole owner should enter SSN _____-____-____.
6. Purchases made for City use are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in your proposal. Tax exemption certificates will be furnished by the City upon request.
7. Telephone proposals are not acceptable when in response to this RFP.

The City of Pearsall is requesting proposals with the intent of awarding a contract for the requirement contained in this RFP. However, the City is not obligated to award a contract on this solicitation and reserves the right to reject any and all proposals and award the proposal to best serve the interests of the City.

1. Offerors electing to respond to this RFP are responsible for all costs of proposal preparation. The City is not liable for any costs incurred by an offeror in response to this RFP.
2. No public disclosures or news releases pertaining to this RFP shall be made without prior written approval from the city.
3. In case of a tie between two or more offerors, the award will be made in accordance with preferences as outlined by statute.
4. The Offeror agrees to protect the City from claims involving infringement of patents or copyrights.
5. The Offeror hereby assigns to Purchaser, any and all claims for overcharges associated with any contract resulting from this RFP which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. 1973 and which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).
6. No substitutions or cancellation permitted without the written approval of the City Manager. Deliveries made pursuant to a resulting contract shall be made during normal working hours only unless approval for late delivery has been obtained.
7. Contractor shall submit two copies of an itemized invoice to Accounts Payable, The City of Pearsall, Texas, 215 South Ash, Pearsall Texas 78061. Each copy of the invoice shall reference the P.O. and the RFP number.
8. In the event of a conflict between the standard proposal requirements and conditions and the attached detail specification, the detail specifications shall govern.
9. Governing Law & Venue: This agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any disputes or lawsuits arising from the performance of this contract shall be exclusively in Frio County, Texas. The parties agree that all performance under this contract shall take place in Frio County, Texas. The Contractor and City agree that all payments made under this contract shall take place in Frio County, Texas.
10. This obligation and undertakings of each of the parties to this contract shall be deemed to have been performed in Frio County, Texas.

Conditions

1. GENERAL INFORMATION

1.1. INTRODUCTION

The City of Pearsall (hereinafter referred to as "the City") is pleased to invite you to submit a proposal for improvements to the Victor Trevino Sport Complex located at 811 West Frio St. in Pearsall, TX. This facility is equipped with four baseball/softball fields. A jogging/walking trail approximately a half long also encompasses the sports complex. The city seeks proposals for improvements to the jogging/walking trail, parking lot and the lighting to this facility. The scope of Proposals submitted in response to the specifications contained herein shall comply with the following instructions and procedures.

Request for Proposal Standard Information

This Request for Proposal (RFP) is issued in accordance with City of Pearsall Policy and the statutes of the State of Texas. The RFP process is a procurement option allowing the award to be evaluated based on stated criteria. The RFP states the relative importance of all criteria. No other criteria, other than as outlined in the Request for Proposal, will be used.

1.2. INITIAL EVALUATION

Upon receipt, the proposal information will be disclosed only to persons participating in the evaluation or contracting process until the proposal has been reviewed and all marked trade secrets have been removed (see "Trade Secrets and Other Withheld Information" statement below). After this review, all remaining proposal materials will be available under the open records act. The proposals will be initially evaluated by the committee as being "responsive" or "non-responsive".

1.3. DISCUSSION/NEGOTIATION

Although proposals may be accepted and a contract awarded without discussion, the City may initiate discussions should clarification or negotiation be necessary. Offerors should be prepared to send qualified personnel to Pearsall, Texas to discuss technical and contractual aspects of the proposal.

1.4. BEST AND FINAL OFFER

The "Best and Final Offer" is an option available to the City under the RFP process allowing one or more offerors to submit a best and final offer. Offerors may be contacted, asking that they submit their best and final offer, which must include the discussed and/or negotiated changes.

1.5. AWARD

1.5.1. If the Contract is awarded, it will be awarded to the bidder who provides goods or services at the best value for the City of Pearsall. In determining the best value for the City of Pearsall, the City of Pearsall may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code.

1.6. TRADE SECRETS

1.6.1. All information received in response to this RFP will be available to the public except for:

1.6.1.1. trade secrets meeting the requirements of Texas Government Code Title 5, Chapter 552, Subchapter C, § 552.110; and

1.6.1.2. matters involving individual safety as determined by the city.

1.6.2. In order for an offeror to claim trade secret material, the following conditions must be met. Information to be withheld must be clearly marked and separated

from the rest of the proposal.

- 1.6.2.1. The proposal may not contain trade secret matter in the cost or price.
- 1.6.2.2. An affidavit from the offeror's legal counsel attesting to and explaining the validity of the trade secret claim must be attached to each proposal containing trade secrets. In addition, offerors submitting a proposal containing trade secrets must be prepared to pay all legal costs and fees associated with defending the claim for trade secret protection in the event of an open records request from another party.

1.6.3. Documents not meeting all the requirements of (1) and (2) will be available for public inspection, including copyrighted materials.

1.7. LATE PROPOSALS

Proposals received after the time specified for receipt of proposals will be destroyed or returned at the offeror's expense after consultation with the offeror. There are no exceptions to this deadline.

1.8. PREPARING A RESPONSE

This RFP contains the instructions governing the proposals to be submitted and a description of the mandatory requirements. To be eligible for consideration, an offeror must meet the intent of all mandatory requirements. Compliance with the intent of a mandatory requirement will be determined by the City Manager. When imperative language (shall, will, must) appears in any section of the RFP, it is considered to be mandatory.

1.8.1. Offerors shall promptly notify the City of any ambiguity, inconsistency or error, which they may discover upon examination of this RFP.

1.9. CLARIFICATION/ INTERPRETATION

Offerors requiring clarification or interpretation of any section or sections contained in this RFP shall make a written request to the City Manager no later than December 30, 2020. All written correspondence must be addressed to:

The City Of Pearsall
City Manager
215 South Ash
Pearsall, TX 78061

OR

e-mail: freyes@cityofpearsall.org

1.10. FORMAT FOR INQUIRIES:

Each offeror submitting written questions must clearly address each question by reference to a specific section, page and item of this RFP. An official written answer will be provided to all questions received. Verbal responses shall not be considered binding.

1.11. INTERPRETATION:

Any interpretation, correction or change of this RFP will be made by written Addendum. Interpretations, corrections or changes of this RFP made in any other manner will not be binding and offerors shall not rely upon such interpretations, corrections or changes.

The City of Pearsall will issue any necessary Addenda.

A point-by-point response to all numbered sections, subsections, paragraphs, subparagraphs and appendices must be submitted by each offeror in order to be considered for selection.

1.12. PROPOSAL ORGANIZATION AND SUBMISSION

Offerors must organize proposals into sections following the format of this RFP, with tabs separating each section. If no exception, explanation, or clarification is required in the offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response with the following:

“(Offeror’s Name)”, understands and will comply.

1.13. OFFER PRICING

Offerors must respond to this RFP by providing cost of service or sales price. Cost information will be used as the primary representation of each offeror’s cost and will be used extensively during proposal evaluations. Additional information should be included as necessary to explain in detail the offeror’s cost. Offerors can bid for the entire scope of work collectively (lighting/paving), but offeror’s will be given the option to provide a proposal for one portion of the project. In any case, staff is requesting that pricing be itemized to include the cost of paving for the jogging trail, paving of the parking lot and retrofitting of lights.

Proposals should be complete to the degree that all the information sought by this RFP is supplied in the order requested.

1.14. ALTERNATE PROPOSALS

Offerors may submit, at their option, multiple proposals, in which case each proposal shall be evaluated as a separate document.

1.15. SUBMITTING A SEALED PROPOSAL

1.15.1. Number of copies and Location:

- 1.15.1.1. Offerors must submit one (1) original, three (3) hard copies and one (1) soft copy (PDF or Word) to the City Clerk. Sealed Proposals must be received by the date before the time stated on the face of the Request for Proposal Cover Page, local time. Sealed Proposals received after this time will not be accepted for consideration. Facsimile copies are not acceptable.
- 1.15.1.2. Please be sure to label the outermost package of the RFP whether it is an envelope, box or overnight package with the RFP title, RFP description and closing date so that it is visible when received by the City.

1.15.2. Each Offeror who submits a proposal represents that:

- 1.15.2.1. The proposal is based upon an understanding of the specifications and requirements described in this RFP.
- 1.15.2.2. Costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the City are entirely the responsibility of the offeror. The City is not liable for any expense incurred by the offerors in the preparation and presentation of their proposals.
- 1.15.2.3. All materials submitted in response to this RFP become the property of the City and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and offeror resulting from this RFP process.

1.15.3. The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal.

1.15.4. A proposal may not be modified, withdrawn or canceled by the offeror for a 120-day period following the deadline for proposal submission, or receipt of best and final offer, if required, as defined in the Schedule of Events, and offeror so agrees in submitting the proposal.

1.16. RIGHTS RESERVED

While the City has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the City of Pearsall to award a contract. Upon a determination, such actions would be in its best interests, the City in its sole discretion reserves the right to:

- A) waive any formality;
- b) cancel or terminate this RFP;
- c) reject any or all proposals received in response to this document;
- d) waive any undesirable, inconsequential, or inconsistent provisions of this document, which would not have significant impact on any proposal; not award, or if awarded, terminate any contract if the City determines adequate City funds are not available.

1.17. BONDING REQUIREMENTS

Intentionally Omitted

1.18. OFFEROR INTERVIEW / PRODUCT DEMONSTRATION

After receipt of all proposals and before the determination of the award, respondents may be required to make an oral presentation and product demonstration in Pearsall, Texas to clarify their response or to further define their offer. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense.

1.19. SUBCONTRACTING

1.19.1. The successful offeror will be the Prime Contractor and shall be responsible, in total, for all work of subcontractors. All subcontractors must be listed in the proposal. The City reserves the right to approve all subcontractors.

1.19.2. The contractor shall be responsible to the City for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the City.

1.20. INSURANCE REQUIREMENTS

Company shall at all times during the term of any contract the city enters into with the winning offeror shall maintain and keep in full force and effect insurance types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

- Personal Injury: \$1,000,000 per person per occurrence
- Property Damage: \$500,000 per occurrence

Business Automobile Liability \$250,000 combined single limit –
Personal Injury and Property Damage

Employer's Liability: \$500,000 per accident per occurrence

The Commercial General Liability shall be on a per project aggregate, including

completed operations, and shall be on an occurrence basis. This insurance shall name the City as an additional insured and waive subrogation in favor of the City.

The Business Automobile Liability insurance provided by Company shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of \$250,000 covering any vehicle used for the execution of the work that is the subject of any contract the city wishes to undertake with the winning offeror. This insurance shall name the City as an additional insured and waive subrogation in favor of the city.

The city and the winning offeror agree that, prior to the execution of any Contract, Company shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of the City. The City shall not be required to the project described in this this RFP.

The winning offer shall certify that the certificates of insurance provided as required herein comply with requirements of Senate Bill 425, passed during the 82nd regular session of the Texas Legislature, and effective January 1, 2012.

1.21. CONTRACTOR'S RESPONSIBILITIES

The successful offeror shall keep informed of, and shall comply with all applicable laws, ordinances, rules, regulations and orders of the City, County, State, Federal or public bodies having jurisdiction affecting any work to be done to provide the services required. The offeror shall provide all necessary safeguards for safety and protection, as set forth by the United States Department of Labor, Occupational Safety and Health Administration.

1.22. OFFEROR COMPETITION

The City encourages free and open competition among offerors. Whenever possible, specifications, proposal requests and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the City's need to procure technically sound, cost-effective services.

The offeror's signature on a proposal in response to this RFP guarantees that the prices quoted have been established without collusion of other eligible offerors and without effort to preclude the City of Pearsall from obtaining the best possible price.

1.23. CONTRACT PROVISIONS AND TERMS

1.23.1. Contract Execution

- 1.23.1.1. The City will execute a contract with the successful offeror(s). The City requires that the RFP and the terms and conditions attached to it, the offeror's response, the best and final offer (if required), and any formal addenda to the RFP be included as part of any contract documents.

1.23.2. Terms and Conditions

Contract that will be executed by the successful offeror and the City will be negotiated with the offeror before a recommendation to the council is made. 

1.23.3. Exceptions to Contract Terms & Conditions

Offerors should notify the City of any terms within the contract that precludes them from responding entering into an agreement.

- 1.23.4. The initial contract(s) term is for a period of  one (1) year. Renewals of the contract may be made at  one (1) year intervals, not to exceed a total of  two (2) years, at the City's option.

1.23.5. Contract Extension

The offeror agrees that, through the term of the initial contract and any agreed-upon extension, the City will be entitled to any price reductions at least equal to any lower prices made available to any other customer of comparable volume.

1.23.6. Escalation

Annual pricing adjustments to contract extensions following the initial contract term, if applicable, shall not exceed seventy-five percent (75%) of the rate of increase in the cost of living as reflected in the Federal Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (1982-84=100; through November 1991 = 137.8) or any other index which may be substituted in the future. The CPI for the latest twelve (12) month period of the contract will be the CPI base on which later adjustments are computed. Each time an adjustment is made, the earlier CPI base will be replaced by the adjusted CPI base. The percentage of adjustment to contract prices shall in no event exceed the percentage change in the index.

2. PROPOSAL WAIVERS:

- 2.1. WAIVER OF ATTORNEY FEES: BY SUBMITTING THIS PROPOSAL, OFFEROR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE PROPOSAL, THE CONSTRUCTION, VALIDITY OR INTERPRETATION OF THE PROPOSAL DOCUMENTS, OR THE CONSTRUCTION, VALIDITY, INTERPRETATION, AWARD, OR BREACH OF THE CONTRACT. THE OFFEROR SPECIFICALLY AGREES THAT IF THE OFFEROR BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS PROPOSAL, THE CONSTRUCTION, VALIDITY OR INTERPRETATION OF THE PROPOSAL DOCUMENTS, OR THE CONSTRUCTION, VALIDITY, INTERPRETATION, AWARD, OR BREACH OF THE CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE OFFEROR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH OFFEROR MIGHT OTHERWISE BE ENTITLED.**
- 2.2. OFFEROR AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. THE OFFEROR ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE PROPOSAL DOCUMENTS. THE OFFEROR FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND THE OFFEROR. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.**
- 2.3. THE OFFEROR AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THESE PROPOSAL DOCUMENTS, INCLUDING THE CONTRACT, WITH COMPETENT LEGAL COUNSEL PRIOR TO SUBMISSION OF THE PROPOSAL OR EXECUTION OF THE CONTRACT.**
- 2.4. WAIVER:**
- 2.5. BY SUBMITTING A PROPOSAL, THE OFFEROR AGREES TO WAIVE AND**

DOES HEREBY VOLUNTARILY AND INTENTIONALLY WAIVE, ABANDON AND RELINQUISH ANY CLAIM THE OFFEROR HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY OF PEARSALL, TEXAS, AND THE CITY'S EMPLOYEES, AGENTS AND OFFICERS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FOLLOWING:

- 2.5.1. THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY PROPOSAL;**
- 2.5.2. WAIVER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE PROPOSAL DOCUMENTS OR THE CONTRACT DOCUMENTS;**
- 2.5.3. ACCEPTANCE OR REJECTION OF ANY PROPOSALS; OR**
- 2.5.4. AWARD OF THE CONTRACT.**
- 2.6. BY SUBMITTING A PROPOSAL, THE OFFEROR ACKNOWLEDGES THAT THE OFFEROR UNDERSTANDS ALL OF THE TERMS OF THE PROPOSAL DOCUMENTS AND CONSENTS TO THE PROPOSAL PROCESS AND THE POSSIBILITY OF A NEGATIVE ASSESSMENT. BY SUBMITTING A PROPOSAL, THE OFFEROR ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE OFFEROR AND THE CITY OF PEARSALL, TEXAS. THE OFFEROR AGREES THAT THIS IS THE INTENTIONAL RELINQUISHMENT OF A PRESENTLY EXISTING KNOWN RIGHT. BY SIGNING THE PROPOSAL AND/OR BELOW, YOUR COMPANY AGREES TO THE ABOVE WAIVER(S).**
- 2.7. BY SIGNING THE EXECUTION OF OFFER, YOUR COMPANY AGREES TO THE ABOVE WAIVER(S). IF THIS FORM IS NOT SIGNED AND INCLUDED WITH YOUR PROPOSAL DOCUMENTS YOUR PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE AND WILL BE REJECTED.**

3. SCOPE OF PROJECT

The City of Pearsall is seeking proposals from qualified contractors for improvements to the Victor Trevino Sports Complex. Specifically, this project entails an asphalt overlay of our parking lot and walking/jogging trail. The dimensions to the walking/jogging trail and parking lot are provided in the attachment. The second portion of this project involves the retrofitting of our existing light fixtures, electrical enclosures, mounts, hardware, wire harnesses, and control cabinets for the four baseball fields located at this facility. Contractor will also be responsible for providing electrical plans as requested. **Offerors are encouraged to partner with each other to complete the entire scope of the project; however, offerors are welcome to submit pricing for one or both portions of this project (i.e., lighting and/or asphalt overlay of walking/jogging trail and parking lot).** It is the intent of this Request for Proposal (RFP) to have the successful offeror enter into an agreement with the City of Pearsall to provide materials, labor and equipment for this project as outlined herein.

Lighting

Selected offeror will provide for the installation and aiming of sport lighting system to include suitable fixtures, electrical enclosures, mounts, hardware, wire harnesses, and control cabinets. A fixture diagram layout and light aiming diagram will also be provided as part of the scope of work. Selected offeror will also be required to provide electrical plans for project with the assumption that existing underground wiring is suitable for lighting retrofit. Selected offeror will be responsible for disposal and clean up of all replaced light fixtures, mounts, hardware, wire harnesses, and control cabinets which will be retrofitted, and any other debris associated with this project. Offeror will also be responsible for storage and security of material needed for this project. The location of existing underground utilities and irrigation systems are the responsibility of the offeror. Offeror will also be responsible for assuring that damage to

grounds/fields which include fencing, grass, irrigation system shall be repaired by offeror and kept to a limit. Offeror will be allowed to utilize existing electrical service panels and electrical wiring if feasible. Offeror will be required to provide as built drawings upon the completion of installation. Offeror will be required to provide control and monitor cabinets and terminate all necessary wiring. A 120V 20 A control circuit or other suitable electrical component may be required as a part of this scope of work, in which case, the selected offeror will be responsible for. Any dedicated breakers are also the responsibility of the selected contractor.

Asphalt Overlay

Parking Lot

Offeror will be required to provide a 2 ½ inch asphalt overlay over the existing parking lot. Offeror will be responsible for providing material, labor and equipment for this work. Offeror will be responsible for striping parking spaces in accordance with TDLR regulations. Parking spaces and layout shall provide for continuous flow of traffic through the lot and the safe movement of pedestrians. While a grading plan is not required, offeror will avoid any unnatural grading. Offeror will be responsible for sweeping and prepping parking lot for asphalt overlay. Mobilization and security of material of material of equipment is the responsibility of the offeror. Offeror is also responsible for cleaning up and disposal of any items at this work and must ensure work site is free to debris upon completion of the project. **Please see attached diagram which will show location and dimensions of existing parking lot.**

Walking/Jogging Trail

The scope of work required for this portion of the project entails providing labor, materials and equipment for improvements to our walking/jogging trail that encompasses our sports complex. Offeror will be responsible for recompacting existing base, applying tack oil and lay 2 inch of D hot mix asphalt. Trail will be rolled and finished to a suitable grade. Offeror will also be responsible for milling and hauling any excess material, clean up of site and must ensure that work site is free of debris upon completion of the project. **Please see attached diagram which will illustrate location, dimensions and distance of walking/jogging trail.**

4. REQUIREMENTS

- 4.1.1. All work performed on this project shall comply with applicable Federal, State and Local laws, codes and regulations**
- 4.1.2. Company shall furnish all necessary supervision, tools, equipment, labor and material to complete the work in accordance with specifications provided in this RFP.**
- 4.1.3. The city reserves the right to award all or portions of this project to one or more companies**
- 4.1.4. If the contract is awarded, it will be awarded to the bidder who provides goods and/or services at the best value for the City of Pearsall in accordance with the selection criteria provided in this RFP.**
- 4.1.5. A non-mandatory pre-proposal meeting will be held on December 21, 2020 at 214 South Ash beginning at 9am. Throughout the day, offerors will be allowed to visit site and ask any questions related to the scope of this project.**
- 4.1.6. Company shall be responsible for all permits required for the work described**

4.1.7. Scope of Work

The successful firm shall agree to contract with the City of Pearsall to provide one or more of the services outlined:

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4.1.7.1. Qualifications, References of Company and Personnel

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4.1.7.2. Develop a timeline, plan for carrying out scope of work and whether proposal offered is for entire scope of work

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4.1.7.3. A detailed cost shot for each portion of the project

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4.1.9.1.2.	☐	☐	
4.1.9.1.3.	☐	☐	
4.1.9.1.4.	☐	☐	
4.1.9.1.5.	☐	☐	
4.1.9.1.6.	☐	☐	
4.1.9.1.7.	☐	☐	
4.1.9.1.8.	☐	☐	
4.1.9.1.9.	☐	☐	
4.1.9.1.10.	☐	☐	
4.1.9.1.11.	☐	☐	
4.1.9.1.12.	☐	☐	
4.1.9.1.13.	☐	☐	
4.1.9.1.14.	☐	☐	
4.1.9.1.15.	☐	☐	
4.1.10.			
4.1.10.1.	☐	☐	
	☐	☐	

5. VENDOR QUALIFICATIONS

5.1. INFORMATION VERIFICATION

The City may make such investigations as deemed necessary to determine the ability of the offeror to supply the products and perform the services specified.

5.2. RIGHT TO REJECT

The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the City that offeror is properly qualified to carry out the obligations of the contract.

5.3. VENDOR CAPABILITIES

In determining the capabilities of an offeror to perform the services specified herein, the following informational requirements must be met by the offeror and will be weighed by the City. (Note: Each item must be thoroughly addressed. Taking exception to any requirements listed in this Section may disqualify the proposal):

5.3.1. References

- 5.3.1.1. Offeror shall provide a minimum of 2 references that use services of the type proposed in this RFP. The references should fall within the categories identified below. At a minimum, the offeror shall provide the company name, the location where the services were provided, contact person(s), customer telephone

number, a complete description of the service type, and dates the services were provided. The City reserves the right to use any information or additional references deemed necessary to establish the ability of the offerors to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

- 5.3.1.2. These references should include local, state, federal government or a nonprofit client, preferably within the last 3 years, has successfully completed this type of service.

6. EVALUATION PROCESS

6.1. EVALUATION PROCEDURE

6.1.1. Committee Actions

- 6.1.1.1. The evaluation committee will separate proposals into “responsive” and “non-responsive” proposals. Non-responsive proposals will be eliminated from further consideration.
- 6.1.1.2. The evaluation committee will evaluate the remaining proposals and determine whether to award the contract to the best proposal. Selection and award will be based on the offeror’s proposal and other items outlined in this RFP.
- 6.1.1.3. Responses must be complete and address all the criteria listed. Information or materials presented by offerors outside the formal response will not be considered and will have no bearing on any award.

6.2. EVALUATION CRITERIA

The evaluation committee will review and evaluate the offers according to the following criteria:

- 6.2.1. The proposal evaluation and selection of a brokerage/firm for each Group of properties will be based on the following criteria: 1) Experience, Qualifications, and References 2) Timeline/Plan 3) Cost Detail

Experience, Qualification, References	Timeline/Plan	Cost Detail		Total
25%	25%	50%		100%

- 6.2.2. The Proposer’s failure to provide information relative to the above criteria may result in the City deeming such proposal non-responsive and may, at the sole discretion of the Committee, result in elimination of said proposal from further consideration. The Committee reserves the right to conduct other evaluation and measurements of the proposals as may be necessary to make an informed decision.
- 6.2.3. Firms submitting a proposal in response to the RFP may be required to give an oral presentation of their proposal. Additional technical and/or cost information may be requested for clarification purposes, but in no way change the original proposal

submitted. Interviews are optional and may or may not be conducted. If an interview is conducted; it is essential that the offeror's personnel to be assigned to the work, as well as key representatives, be present at and participates in the interview.

7. PROPOSAL CONTENTS

The following items constitute the RFP submittal in response to the request herein:

7.1. THE RFP

7.2. THE COST SUMMARY OR PROPOSAL FORM

7.3. REQUESTED ATTACHMENTS

7.3.1. References

7.3.2. Resumes

7.3.3. Signed Execution of Offer

8. TEXAS PUBLIC INFORMATION ACT

Notwithstanding any other provisions, this request for proposals, along with any associated contract, is subject to the Texas Public Information Act.

EXECUTION OF OFFER

Date:

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted.

By executing this offer, Offeror affirms that he/she has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Offeror shall be removed from all proposal lists.

By the signature hereon affixed, the Offeror hereby certifies that neither the Offeror or the firm, corporation, or institution represented by the Offeror or anyone acting for such firm, corporation, or institution has violate the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the offer being made to any competitor or any other person in such line of business. By signing this offer, Offeror certifies that if a Texas address is shown as the address of the Offeror, Offeror qualifies as a Texas Resident Offeror as defined in Rule 1 TAC 113.8.

This offer consists of pages number 1 through _____.

Offeror/ COMPANY: _____

SIGNATURE (INK): _____

NAME: (TYPED/PRINTED) _____

TITLE: _____

STREET: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

LEGEND

JOGGING TRAIL

LENGTH

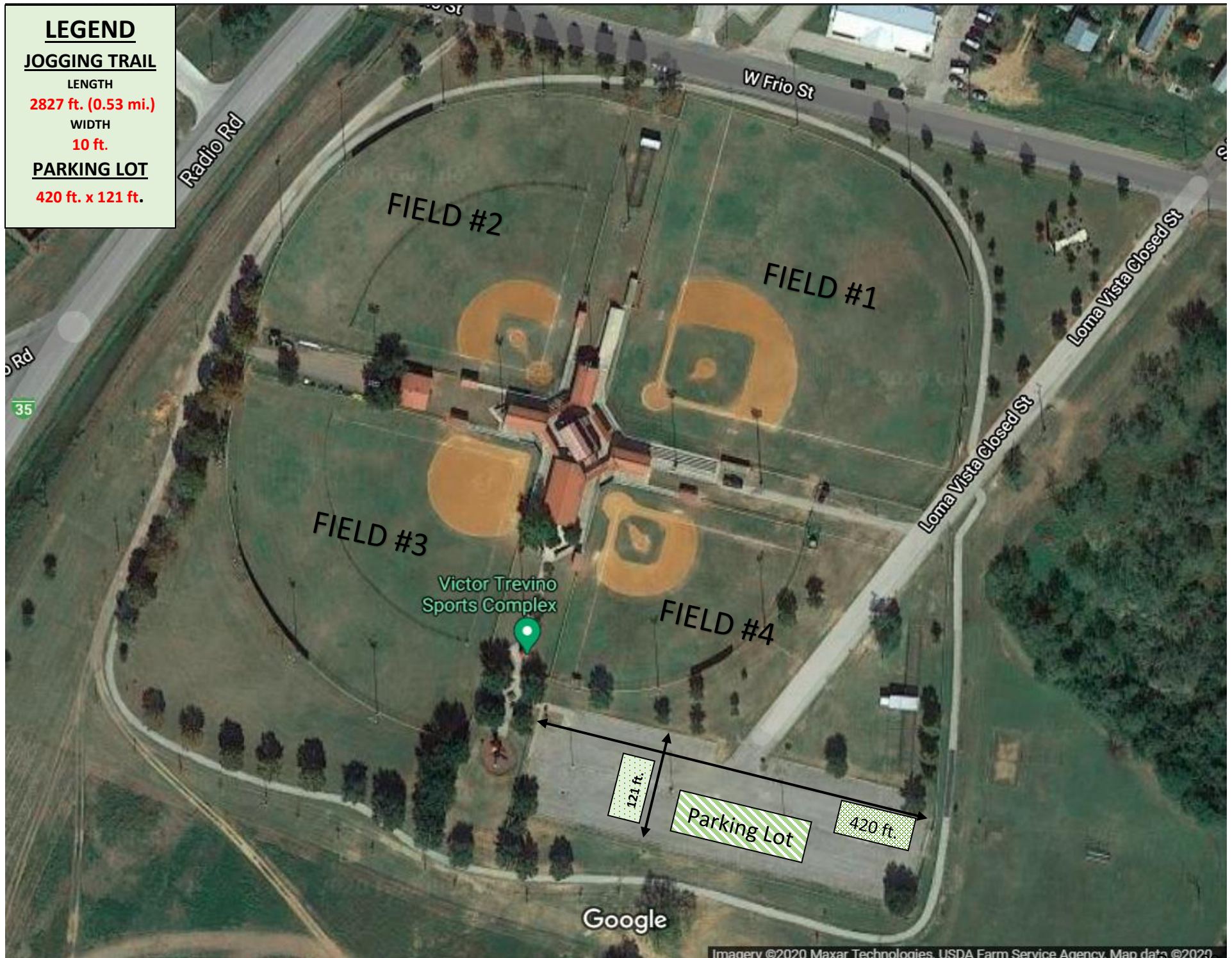
2827 ft. (0.53 mi.)

WIDTH

10 ft.

PARKING LOT

420 ft. x 121 ft.



Sports Complex Field Lights

In general, the ball fields are lit up a total of **147 lamps** at **1500-watt Metal Halide** mounted on 60' steel poles.

Poles – 22 **Lights – 147**

Field #1 (44 Lights)

Pole C -4 – 4 light fixtures

C -3 – 5 light fixtures

C -2 – 5 light fixtures

C -1 – 4 light fixtures

B – 2 – 7 light fixtures (Shared w Field #2)

A – 1 – 6 light fixtures (Shared w Field #2)

A – 3 – 6 light fixtures (Shared w Field #4)

B – 3 – 7 light fixtures (Shared w Field #4)

Field #3 (36 Lights)

Pole C – 4 – 4 light fixtures

C – 3 – 4 light fixtures

C – 2 – 4 light fixtures

C – 1 – 4 light fixtures

B – 4 – 7 light fixtures (Shared w Field #4)

A – 4 – 3 light fixtures (Shared w Field #4)

A – 2 – 3 light fixtures (Shared w Field #2)

B – 3 – 7 light fixtures (Shared w Field #2)

Field #2 (36 Lights)

Pole C – 4 – 4 light fixtures

C – 3 – 4 light fixtures

C – 2 – 4 light fixtures

C – 1 – 4 light fixtures

B – 2 – 7 light fixtures (Shared w Field #3)

A – 2 – 3 light fixtures (Shared w Field #3)

B – 2 – 7 light fixtures (Shared w Field #1)

A – 2 – 3 light fixtures (Shared w Field #1)

Field#4 (31 Lights)

Pole A – 4 – 5 light fixtures (Shared w Field #3)

B – 4 – 7 light fixtures (Shared w Field #3)

C – 2 – 4 light fixtures

C – 1 – 4 light fixtures

B – 3 – 7 light fixtures (Shared w Field #1)

A – 3 – 4 light fixtures (Shared w Field #1)

City Council Agenda

Approved for Agenda:
FR
City Manager's Office

MEETING DATE: 02/09/21

TO: City Council

FROM: Federico Reyes, City Manager

SUBJECT: Discuss and consider authorizing the city manager to negotiate, enter into and execute an agreement with Qualite Sports Lighting, LLC for improvements to the Victor Trevino Sports Complex

Purpose:

At the direction of the city council, city staff issued a Request for Proposal for improvements to the Victor Trevino Sports Complex. Specific improvements included the walking trail, parking lot and lighting.

Proposers were given an option to provide a proposal for the entire scope of work or a portion of the scope of work (lighting or paving). Request for proposals were advertised in accordance with state law and the city's purchasing policy. Four proposals were received. One proposal was received for paving and three proposals for lighting. No proposals were received for the entire scope of work. Due diligence work included reference checks and discussions with selected proposers.

Based on the scoring criteria of the RFP, city staff recommends that we award sports lighting improvements at the Victor Trevino Sports Complex to Qualite Sports Lighting, LLC. If approved, material for lighting would be ordered the second quarter of 2021 and installation of equipment would occur November/December 2021.

As a reference, attached you will find RFP, proposal from Qualite Sports Lighting and the score sheet utilized to determine the selected applicant. Minutes to the council meeting authorizing city staff to issue an RFP is also provided for your review.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Funding for this project will come from Hotel Occupancy Tax. Contingency funds have been built into contract. Total project costs will be \$379,862. A budget amendment will be required to encumber and pay for equipment for this fiscal year.

City Council Agenda

Approved for Agenda:
FR
City Manager's Office

MEETING DATE: 02/09/2021

TO: City Council

FROM: Krystal Garcia, City Clerk

SUBJECT: Discuss and consider extension of COVID-19 Lifeline Program through February 2021 and approval of budget for program continuance

Purpose:

Meeting Date: **October 13, 2020**

Item discussed:

Discuss and Consider request for proposals for the Victor Treviño Sports Complex for the fixing of lights, jogging trail and paving of parking lot and driveway from Frio Street.

The discussion for the item is as follows:

Councilman Roland Segovia stated he recently visited the complex and saw the extreme wear and tear on the facility and believes money needs to be invested into the facility. He asked City Manager Federico Reyes if he knew when the last time money was invested in the complex. City Manager Federico Reyes stated it has been over 20 years since money has been put into the complex. After a brief discussion, Councilwoman Davina Rodriguez motioned to approve request for proposals for the Victor Trevino Sports Complex for the fixing of lights, jogging trail and paving of parking lot and driveway from Frio Street. Second by Councilman Abel Nieto. The vote in favor of the Motion was unanimous.

Recommended City Council Action

☐ Approve ☐ Deny ☒ Informational

Request for Proposals

for

Improvements (Lighting/Paving) to Victor Trevino Sports Complex

Proposals for this requirement will be accepted until 2:00 P.M. on January 6, 2021

Proposals May be Mailed or Delivered to:

City Secretary
City of Pearsall
215 South Ash
Pearsall, Texas 78061

No Late Proposals Will Be Accepted

NOTICE TO PROPOSERS:

1. THE ATTACHED CONTRACT AND INSURANCE REQUIREMENTS ARE **NON-NEGOTIABLE**. MODIFICATIONS BY PROPOSER/CONTRACTOR OF ANY MATERIAL TERM(S) TO THE CONTRACT DOCUMENTS WILL BE DEEMED A NON-RESPONSIVE PROPOSAL. NON-RESPONSIVE PROPOSALS WILL BE REJECTED. PROPOSER/CONTRACTOR MUST BE WILLING TO SIGN THE CONTRACT AS IS AND WITHOUT MODIFICATIONS, PROVIDE PROPERLY EXECUTED BONDS (IF APPLICABLE) AND PROVIDE INSURANCE SPECIFICALLY AS REQUIRED WITHIN THE CONTRACT DOCUMENTS **WITHIN 21 DAYS** OF THE DATE OF THE TRANSMITTAL LETTER.
2. IF THE SELECTED PROPOSER/CONTRACTOR CANNOT MEET THE REQUIREMENTS OF PARAGRAPH 1, THEN THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER PROPOSER.
3. **IMPORTANT NOTICE** – IF THE CONTRACT DOCUMENTS REQUIRE WORKER'S COMPENSATION INSURANCE, PROPOSER/CONTRACTOR MUST CARRY WORKER'S COMPENSATION INSURANCE TO BE ELIGIBLE FOR THIS CONTRACT. IF YOU CANNOT PROVIDE WORKER'S COMPENSATION INSURANCE AS REQUIRED BY STATE OF TEXAS STATUTE WE RESPECTFULLY REQUEST THAT YOU "NO BID" THIS WORK
4. COMPLIANCE – COMPANY AGREES THAT IT SHALL COMPLY WITH TEXAS GOVERNMENT CODE SECTION 2252.908, *ET SEQ.*, AS AMENDED. COMPANY AGREES THAT IT SHALL COMPLY WITH TEXAS LOCAL GOVERNMENT CODE SECTION 176.006, *ET SEQ.*, AS AMENDED.

SCHEDULE OF EVENTS

RFP

For

Improvements (Lighting/Paving) to Victor Trevino Sport Complex

Event	Date*
RFP Released	December 15, 2020
Non-mandatory pre-proposal meeting	December 21, 2020
Proposal Due Date	January 6, 2021
Intended Date for Contract Award.....	January 12, 2021

*These dates are our intended schedule; however, they may be changed as necessary without further notice.

NOTE:

From the issuance date of this RFP until a Contractor(s) is selected, all verbal communication is not binding. The City will only be bound by written comments submitted by city staff.

SPECIAL TERMS AND CONDITIONS

Proposal Requirements /Terms

1. Unless otherwise called for, the number of copies specified in the RFP, shall be submitted typewritten or printed in ink. Requests for Proposals shall be in a word format that can be completed on your computer and will be noted on the cover page if available.
2. Each proposal should be placed in a separate envelope completely and properly identified with the RFP title, "Improvements for Victor Trevino Sports Complex", due time and date. Proposal must be time stamped at the appointed receipt location before the hour and date specified for the proposal receipt. Responsibility for having the proposal properly marked and to the opening location by the specified date and time is solely the offerors. All copies of the proposal may be delivered in the same box/package.
3. Any Proposal may be withdrawn in writing prior to the date and time set for receipt of proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a minimum period as stated in the RFP following the final acceptance date, to provide the commodity or service set forth in the attached specifications, or until a selection has been made by the City.
4. Late proposals will not be accepted under any circumstances.
5. Proposal should give full firm name and address of Offeror. Failure to manually sign the proposal will disqualify it. The person signing the proposal should show title or authority to bind his/her firm in contract. Insert your Federal Employer's Identification Number _____ or Sole owner should enter SSN _____-____-____.
6. Purchases made for City use are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in your proposal. Tax exemption certificates will be furnished by the City upon request.
7. Telephone proposals are not acceptable when in response to this RFP.

The City of Pearsall is requesting proposals with the intent of awarding a contract for the requirement contained in this RFP. However, the City is not obligated to award a contract on this solicitation and reserves the right to reject any and all proposals and award the proposal to best serve the interests of the City.

1. Offerors electing to respond to this RFP are responsible for all costs of proposal preparation. The City is not liable for any costs incurred by an offeror in response to this RFP.
2. No public disclosures or news releases pertaining to this RFP shall be made without prior written approval from the city.
3. In case of a tie between two or more offerors, the award will be made in accordance with preferences as outlined by statute.
4. The Offeror agrees to protect the City from claims involving infringement of patents or copyrights.
5. The Offeror hereby assigns to Purchaser, any and all claims for overcharges associated with any contract resulting from this RFP which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. 1973 and which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).
6. No substitutions or cancellation permitted without the written approval of the City Manager. Deliveries made pursuant to a resulting contract shall be made during normal working hours only unless approval for late delivery has been obtained.
7. Contractor shall submit two copies of an itemized invoice to Accounts Payable, The City of Pearsall, Texas, 215 South Ash, Pearsall Texas 78061. Each copy of the invoice shall reference the P.O. and the RFP number.
8. In the event of a conflict between the standard proposal requirements and conditions and the attached detail specification, the detail specifications shall govern.
9. Governing Law & Venue: This agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any disputes or lawsuits arising from the performance of this contract shall be exclusively in Frio County, Texas. The parties agree that all performance under this contract shall take place in Frio County, Texas. The Contractor and City agree that all payments made under this contract shall take place in Frio County, Texas.
10. This obligation and undertakings of each of the parties to this contract shall be deemed to have been performed in Frio County, Texas.

Conditions

1. GENERAL INFORMATION

1.1. INTRODUCTION

The City of Pearsall (hereinafter referred to as "the City") is pleased to invite you to submit a proposal for improvements to the Victor Trevino Sport Complex located at 811 West Frio St. in Pearsall, TX. This facility is equipped with four baseball/softball fields. A jogging/walking trail approximately a half long also encompasses the sports complex. The city seeks proposals for improvements to the jogging/walking trail, parking lot and the lighting to this facility. The scope of Proposals submitted in response to the specifications contained herein shall comply with the following instructions and procedures.

Request for Proposal Standard Information

This Request for Proposal (RFP) is issued in accordance with City of Pearsall Policy and the statutes of the State of Texas. The RFP process is a procurement option allowing the award to be evaluated based on stated criteria. The RFP states the relative importance of all criteria. No other criteria, other than as outlined in the Request for Proposal, will be used.

1.2. INITIAL EVALUATION

Upon receipt, the proposal information will be disclosed only to persons participating in the evaluation or contracting process until the proposal has been reviewed and all marked trade secrets have been removed (see "Trade Secrets and Other Withheld Information" statement below). After this review, all remaining proposal materials will be available under the open records act. The proposals will be initially evaluated by the committee as being "responsive" or "non-responsive".

1.3. DISCUSSION/NEGOTIATION

Although proposals may be accepted and a contract awarded without discussion, the City may initiate discussions should clarification or negotiation be necessary. Offerors should be prepared to send qualified personnel to Pearsall, Texas to discuss technical and contractual aspects of the proposal.

1.4. BEST AND FINAL OFFER

The "Best and Final Offer" is an option available to the City under the RFP process allowing one or more offerors to submit a best and final offer. Offerors may be contacted, asking that they submit their best and final offer, which must include the discussed and/or negotiated changes.

1.5. AWARD

1.5.1. If the Contract is awarded, it will be awarded to the bidder who provides goods or services at the best value for the City of Pearsall. In determining the best value for the City of Pearsall, the City of Pearsall may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code.

1.6. TRADE SECRETS

1.6.1. All information received in response to this RFP will be available to the public except for:

1.6.1.1. trade secrets meeting the requirements of Texas Government Code Title 5, Chapter 552, Subchapter C, § 552.110; and

1.6.1.2. matters involving individual safety as determined by the city.

1.6.2. In order for an offeror to claim trade secret material, the following conditions must be met. Information to be withheld must be clearly marked and separated

from the rest of the proposal.

- 1.6.2.1. The proposal may not contain trade secret matter in the cost or price.
- 1.6.2.2. An affidavit from the offeror's legal counsel attesting to and explaining the validity of the trade secret claim must be attached to each proposal containing trade secrets. In addition, offerors submitting a proposal containing trade secrets must be prepared to pay all legal costs and fees associated with defending the claim for trade secret protection in the event of an open records request from another party.

1.6.3. Documents not meeting all the requirements of (1) and (2) will be available for public inspection, including copyrighted materials.

1.7. LATE PROPOSALS

Proposals received after the time specified for receipt of proposals will be destroyed or returned at the offeror's expense after consultation with the offeror. There are no exceptions to this deadline.

1.8. PREPARING A RESPONSE

This RFP contains the instructions governing the proposals to be submitted and a description of the mandatory requirements. To be eligible for consideration, an offeror must meet the intent of all mandatory requirements. Compliance with the intent of a mandatory requirement will be determined by the City Manager. When imperative language (shall, will, must) appears in any section of the RFP, it is considered to be mandatory.

1.8.1. Offerors shall promptly notify the City of any ambiguity, inconsistency or error, which they may discover upon examination of this RFP.

1.9. CLARIFICATION/ INTERPRETATION

Offerors requiring clarification or interpretation of any section or sections contained in this RFP shall make a written request to the City Manager no later than December 30, 2020. All written correspondence must be addressed to:

The City Of Pearsall
City Manager
215 South Ash
Pearsall, TX 78061

OR

e-mail: freyes@cityofpearsall.org

1.10. FORMAT FOR INQUIRIES:

Each offeror submitting written questions must clearly address each question by reference to a specific section, page and item of this RFP. An official written answer will be provided to all questions received. Verbal responses shall not be considered binding.

1.11. INTERPRETATION:

Any interpretation, correction or change of this RFP will be made by written Addendum. Interpretations, corrections or changes of this RFP made in any other manner will not be binding and offerors shall not rely upon such interpretations, corrections or changes.

The City of Pearsall will issue any necessary Addenda.

A point-by-point response to all numbered sections, subsections, paragraphs, subparagraphs and appendices must be submitted by each offeror in order to be considered for selection.

1.12. PROPOSAL ORGANIZATION AND SUBMISSION

Offerors must organize proposals into sections following the format of this RFP, with tabs separating each section. If no exception, explanation, or clarification is required in the offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response with the following:

“(Offeror’s Name)”, understands and will comply.

1.13. OFFER PRICING

Offerors must respond to this RFP by providing cost of service or sales price. Cost information will be used as the primary representation of each offeror’s cost and will be used extensively during proposal evaluations. Additional information should be included as necessary to explain in detail the offeror’s cost. Offerors can bid for the entire scope of work collectively (lighting/paving), but offeror’s will be given the option to provide a proposal for one portion of the project. In any case, staff is requesting that pricing be itemized to include the cost of paving for the jogging trail, paving of the parking lot and retrofitting of lights.

Proposals should be complete to the degree that all the information sought by this RFP is supplied in the order requested.

1.14. ALTERNATE PROPOSALS

Offerors may submit, at their option, multiple proposals, in which case each proposal shall be evaluated as a separate document.

1.15. SUBMITTING A SEALED PROPOSAL

1.15.1. Number of copies and Location:

- 1.15.1.1. Offerors must submit one (1) original, three (3) hard copies and one (1) soft copy (PDF or Word) to the City Clerk. Sealed Proposals must be received by the date before the time stated on the face of the Request for Proposal Cover Page, local time. Sealed Proposals received after this time will not be accepted for consideration. Facsimile copies are not acceptable.
- 1.15.1.2. Please be sure to label the outermost package of the RFP whether it is an envelope, box or overnight package with the RFP title, RFP description and closing date so that it is visible when received by the City.

1.15.2. Each Offeror who submits a proposal represents that:

- 1.15.2.1. The proposal is based upon an understanding of the specifications and requirements described in this RFP.
- 1.15.2.2. Costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the City are entirely the responsibility of the offeror. The City is not liable for any expense incurred by the offerors in the preparation and presentation of their proposals.
- 1.15.2.3. All materials submitted in response to this RFP become the property of the City and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and offeror resulting from this RFP process.

1.15.3. The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal.

1.15.4. A proposal may not be modified, withdrawn or canceled by the offeror for a 120-day period following the deadline for proposal submission, or receipt of best and final offer, if required, as defined in the Schedule of Events, and offeror so agrees in submitting the proposal.

1.16. RIGHTS RESERVED

While the City has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the City of Pearsall to award a contract. Upon a determination, such actions would be in its best interests, the City in its sole discretion reserves the right to:

- A) waive any formality;
- b) cancel or terminate this RFP;
- c) reject any or all proposals received in response to this document;
- d) waive any undesirable, inconsequential, or inconsistent provisions of this document, which would not have significant impact on any proposal; not award, or if awarded, terminate any contract if the City determines adequate City funds are not available.

1.17. BONDING REQUIREMENTS

Intentionally Omitted

1.18. OFFEROR INTERVIEW / PRODUCT DEMONSTRATION

After receipt of all proposals and before the determination of the award, respondents may be required to make an oral presentation and product demonstration in Pearsall, Texas to clarify their response or to further define their offer. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense.

1.19. SUBCONTRACTING

1.19.1. The successful offeror will be the Prime Contractor and shall be responsible, in total, for all work of subcontractors. All subcontractors must be listed in the proposal. The City reserves the right to approve all subcontractors.

1.19.2. The contractor shall be responsible to the City for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the City.

1.20. INSURANCE REQUIREMENTS

Company shall at all times during the term of any contract the city enters into with the winning offeror shall maintain and keep in full force and effect insurance types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

- Personal Injury: \$1,000,000 per person per occurrence
- Property Damage: \$500,000 per occurrence

Business Automobile Liability \$250,000 combined single limit –
Personal Injury and Property Damage

Employer's Liability: \$500,000 per accident per occurrence

The Commercial General Liability shall be on a per project aggregate, including

completed operations, and shall be on an occurrence basis. This insurance shall name the City as an additional insured and waive subrogation in favor of the City.

The Business Automobile Liability insurance provided by Company shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of \$250,000 covering any vehicle used for the execution of the work that is the subject of any contract the city wishes to undertake with the winning offeror. This insurance shall name the City as an additional insured and waive subrogation in favor of the city.

The city and the winning offeror agree that, prior to the execution of any Contract, Company shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of the City. The City shall not be required to the project described in this this RFP.

The winning offer shall certify that the certificates of insurance provided as required herein comply with requirements of Senate Bill 425, passed during the 82nd regular session of the Texas Legislature, and effective January 1, 2012.

1.21. CONTRACTOR'S RESPONSIBILITIES

The successful offeror shall keep informed of, and shall comply with all applicable laws, ordinances, rules, regulations and orders of the City, County, State, Federal or public bodies having jurisdiction affecting any work to be done to provide the services required. The offeror shall provide all necessary safeguards for safety and protection, as set forth by the United States Department of Labor, Occupational Safety and Health Administration.

1.22. OFFEROR COMPETITION

The City encourages free and open competition among offerors. Whenever possible, specifications, proposal requests and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the City's need to procure technically sound, cost-effective services.

The offeror's signature on a proposal in response to this RFP guarantees that the prices quoted have been established without collusion of other eligible offerors and without effort to preclude the City of Pearsall from obtaining the best possible price.

1.23. CONTRACT PROVISIONS AND TERMS

1.23.1. Contract Execution

- 1.23.1.1. The City will execute a contract with the successful offeror(s). The City requires that the RFP and the terms and conditions attached to it, the offeror's response, the best and final offer (if required), and any formal addenda to the RFP be included as part of any contract documents.

1.23.2. Terms and Conditions

Contract that will be executed by the successful offeror and the City will be negotiated with the offeror before a recommendation to the council is made. 

1.23.3. Exceptions to Contract Terms & Conditions

Offerors should notify the City of any terms within the contract that precludes them from responding entering into an agreement.

- 1.23.4. The initial contract(s) term is for a period of  one (1) year. Renewals of the contract may be made at  one (1) year intervals, not to exceed a total of  two (2) years, at the City's option.

1.23.5. Contract Extension

The offeror agrees that, through the term of the initial contract and any agreed-upon extension, the City will be entitled to any price reductions at least equal to any lower prices made available to any other customer of comparable volume.

1.23.6. Escalation

Annual pricing adjustments to contract extensions following the initial contract term, if applicable, shall not exceed seventy-five percent (75%) of the rate of increase in the cost of living as reflected in the Federal Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (1982-84=100; through November 1991 = 137.8) or any other index which may be substituted in the future. The CPI for the latest twelve (12) month period of the contract will be the CPI base on which later adjustments are computed. Each time an adjustment is made, the earlier CPI base will be replaced by the adjusted CPI base. The percentage of adjustment to contract prices shall in no event exceed the percentage change in the index.

2. PROPOSAL WAIVERS:

- 2.1. WAIVER OF ATTORNEY FEES: BY SUBMITTING THIS PROPOSAL, OFFEROR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE PROPOSAL, THE CONSTRUCTION, VALIDITY OR INTERPRETATION OF THE PROPOSAL DOCUMENTS, OR THE CONSTRUCTION, VALIDITY, INTERPRETATION, AWARD, OR BREACH OF THE CONTRACT. THE OFFEROR SPECIFICALLY AGREES THAT IF THE OFFEROR BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS PROPOSAL, THE CONSTRUCTION, VALIDITY OR INTERPRETATION OF THE PROPOSAL DOCUMENTS, OR THE CONSTRUCTION, VALIDITY, INTERPRETATION, AWARD, OR BREACH OF THE CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE OFFEROR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH OFFEROR MIGHT OTHERWISE BE ENTITLED.**
- 2.2. OFFEROR AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. THE OFFEROR ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE PROPOSAL DOCUMENTS. THE OFFEROR FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND THE OFFEROR. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.**
- 2.3. THE OFFEROR AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THESE PROPOSAL DOCUMENTS, INCLUDING THE CONTRACT, WITH COMPETENT LEGAL COUNSEL PRIOR TO SUBMISSION OF THE PROPOSAL OR EXECUTION OF THE CONTRACT.**
- 2.4. WAIVER:**
- 2.5. BY SUBMITTING A PROPOSAL, THE OFFEROR AGREES TO WAIVE AND**

DOES HEREBY VOLUNTARILY AND INTENTIONALLY WAIVE, ABANDON AND RELINQUISH ANY CLAIM THE OFFEROR HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY OF PEARSALL, TEXAS, AND THE CITY'S EMPLOYEES, AGENTS AND OFFICERS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FOLLOWING:

- 2.5.1. THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY PROPOSAL;**
- 2.5.2. WAIVER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE PROPOSAL DOCUMENTS OR THE CONTRACT DOCUMENTS;**
- 2.5.3. ACCEPTANCE OR REJECTION OF ANY PROPOSALS; OR**
- 2.5.4. AWARD OF THE CONTRACT.**
- 2.6. BY SUBMITTING A PROPOSAL, THE OFFEROR ACKNOWLEDGES THAT THE OFFEROR UNDERSTANDS ALL OF THE TERMS OF THE PROPOSAL DOCUMENTS AND CONSENTS TO THE PROPOSAL PROCESS AND THE POSSIBILITY OF A NEGATIVE ASSESSMENT. BY SUBMITTING A PROPOSAL, THE OFFEROR ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE OFFEROR AND THE CITY OF PEARSALL, TEXAS. THE OFFEROR AGREES THAT THIS IS THE INTENTIONAL RELINQUISHMENT OF A PRESENTLY EXISTING KNOWN RIGHT. BY SIGNING THE PROPOSAL AND/OR BELOW, YOUR COMPANY AGREES TO THE ABOVE WAIVER(S).**
- 2.7. BY SIGNING THE EXECUTION OF OFFER, YOUR COMPANY AGREES TO THE ABOVE WAIVER(S). IF THIS FORM IS NOT SIGNED AND INCLUDED WITH YOUR PROPOSAL DOCUMENTS YOUR PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE AND WILL BE REJECTED.**

3. SCOPE OF PROJECT

The City of Pearsall is seeking proposals from qualified contractors for improvements to the Victor Trevino Sports Complex. Specifically, this project entails an asphalt overlay of our parking lot and walking/jogging trail. The dimensions to the walking/jogging trail and parking lot are provided in the attachment. The second portion of this project involves the retrofitting of our existing light fixtures, electrical enclosures, mounts, hardware, wire harnesses, and control cabinets for the four baseball fields located at this facility. Contractor will also be responsible for providing electrical plans as requested. **Offerors are encouraged to partner with each other to complete the entire scope of the project; however, offerors are welcome to submit pricing for one or both portions of this project (i.e., lighting and/or asphalt overlay of walking/jogging trail and parking lot).** It is the intent of this Request for Proposal (RFP) to have the successful offeror enter into an agreement with the City of Pearsall to provide materials, labor and equipment for this project as outlined herein.

Lighting

Selected offeror will provide for the installation and aiming of sport lighting system to include suitable fixtures, electrical enclosures, mounts, hardware, wire harnesses, and control cabinets. A fixture diagram layout and light aiming diagram will also be provided as part of the scope of work. Selected offeror will also be required to provide electrical plans for project with the assumption that existing underground wiring is suitable for lighting retrofit. Selected offeror will be responsible for disposal and clean up of all replaced light fixtures, mounts, hardware, wire harnesses, and control cabinets which will be retrofitted, and any other debris associated with this project. Offeror will also be responsible for storage and security of material needed for this project. The location of existing underground utilities and irrigation systems are the responsibility of the offeror. Offeror will also be responsible for assuring that damage to

grounds/fields which include fencing, grass, irrigation system shall be repaired by offeror and kept to a limit. Offeror will be allowed to utilize existing electrical service panels and electrical wiring if feasible. Offeror will be required to provide as built drawings upon the completion of installation. Offeror will be required to provide control and monitor cabinets and terminate all necessary wiring. A 120V 20 A control circuit or other suitable electrical component may be required as a part of this scope of work, in which case, the selected offeror will be responsible for. Any dedicated breakers are also the responsibility of the selected contractor.

Asphalt Overlay

Parking Lot

Offeror will be required to provide a 2 ½ inch asphalt overlay over the existing parking lot. Offeror will be responsible for providing material, labor and equipment for this work. Offeror will be responsible for striping parking spaces in accordance with TDLR regulations. Parking spaces and layout shall provide for continuous flow of traffic through the lot and the safe movement of pedestrians. While a grading plan is not required, offeror will avoid any unnatural grading. Offeror will be responsible for sweeping and prepping parking lot for asphalt overlay. Mobilization and security of material of material of equipment is the responsibility of the offeror. Offeror is also responsible for cleaning up and disposal of any items at this work and must ensure work site is free to debris upon completion of the project. **Please see attached diagram which will show location and dimensions of existing parking lot.**

Walking/Jogging Trail

The scope of work required for this portion of the project entails providing labor, materials and equipment for improvements to our walking/jogging trail that encompasses our sports complex. Offeror will be responsible for recompacting existing base, applying tack oil and lay 2 inch of D hot mix asphalt. Trail will be rolled and finished to a suitable grade. Offeror will also be responsible for milling and hauling any excess material, clean up of site and must ensure that work site is free of debris upon completion of the project. **Please see attached diagram which will illustrate location, dimensions and distance of walking/jogging trail.**

4. REQUIREMENTS

- 4.1.1. All work performed on this project shall comply with applicable Federal, State and Local laws, codes and regulations**
- 4.1.2. Company shall furnish all necessary supervision, tools, equipment, labor and material to complete the work in accordance with specifications provided in this RFP.**
- 4.1.3. The city reserves the right to award all or portions of this project to one or more companies**
- 4.1.4. If the contract is awarded, it will be awarded to the bidder who provides goods and/or services at the best value for the City of Pearsall in accordance with the selection criteria provided in this RFP.**
- 4.1.5. A non-mandatory pre-proposal meeting will be held on December 21, 2020 at 214 South Ash beginning at 9am. Throughout the day, offerors will be allowed to visit site and ask any questions related to the scope of this project.**
- 4.1.6. Company shall be responsible for all permits required for the work described**

4.1.7. Scope of Work

The successful firm shall agree to contract with the City of Pearsall to provide one or more of the services outlined:

☐☐

4.1.7.1. Qualifications, References of Company and Personnel

☐☐

4.1.7.2. Develop a timeline, plan for carrying out scope of work and whether proposal offered is for entire scope of work

☐☐

4.1.7.3. A detailed cost shot for each portion of the project

☐☐☐☐

4.1.7.4.

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4.1.7.5.

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4.1.7.6.

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4.1.7.7.

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4.1.7.8.

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4.1.7.9.

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4.1.7.10.

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4.1.7.11.

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4.1.8.

4.1.8.1.

☐☐

4.1.8.2.

☐☐

4.1.8.3.

☐☐

4.1.8.4.

☐☐

4.1.9.

4.1.9.1.	☐	☐	
4.1.9.1.1.	☐	☐	
4.1.9.1.2.	☐	☐	
4.1.9.1.3.	☐	☐	
4.1.9.1.4.	☐	☐	
4.1.9.1.5.	☐	☐	
4.1.9.1.6.	☐	☐	
4.1.9.1.7.	☐	☐	
4.1.9.1.8.	☐	☐	
4.1.9.1.9.	☐	☐	
4.1.9.1.10.	☐	☐	
4.1.9.1.11.	☐	☐	
4.1.9.1.12.	☐	☐	
4.1.9.1.13.	☐	☐	
4.1.9.1.14.	☐	☐	
4.1.9.1.15.	☐	☐	
4.1.10.			
4.1.10.1.	☐	☐	
	☐	☐	

5. VENDOR QUALIFICATIONS

5.1. INFORMATION VERIFICATION

The City may make such investigations as deemed necessary to determine the ability of the offeror to supply the products and perform the services specified.

5.2. RIGHT TO REJECT

The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the City that offeror is properly qualified to carry out the obligations of the contract.

5.3. VENDOR CAPABILITIES

In determining the capabilities of an offeror to perform the services specified herein, the following informational requirements must be met by the offeror and will be weighed by the City. (Note: Each item must be thoroughly addressed. Taking exception to any requirements listed in this Section may disqualify the proposal):

5.3.1. References

- 5.3.1.1. Offeror shall provide a minimum of 2 references that use services of the type proposed in this RFP. The references should fall within the categories identified below. At a minimum, the offeror shall provide the company name, the location where the services were provided, contact person(s), customer telephone

number, a complete description of the service type, and dates the services were provided. The City reserves the right to use any information or additional references deemed necessary to establish the ability of the offerors to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

- 5.3.1.2. These references should include local, state, federal government or a nonprofit client, preferably within the last 3 years, has successfully completed this type of service.

6. EVALUATION PROCESS

6.1. EVALUATION PROCEDURE

6.1.1. Committee Actions

- 6.1.1.1. The evaluation committee will separate proposals into “responsive” and “non-responsive” proposals. Non-responsive proposals will be eliminated from further consideration.
- 6.1.1.2. The evaluation committee will evaluate the remaining proposals and determine whether to award the contract to the best proposal. Selection and award will be based on the offeror’s proposal and other items outlined in this RFP.
- 6.1.1.3. Responses must be complete and address all the criteria listed. Information or materials presented by offerors outside the formal response will not be considered and will have no bearing on any award.

6.2. EVALUATION CRITERIA

The evaluation committee will review and evaluate the offers according to the following criteria:

- 6.2.1. The proposal evaluation and selection of a brokerage/firm for each Group of properties will be based on the following criteria: 1) Experience, Qualifications, and References 2) Timeline/Plan 3) Cost Detail

Experience, Qualification, References	Timeline/Plan	Cost Detail		Total
25%	25%	50%		100%

- 6.2.2. The Proposer’s failure to provide information relative to the above criteria may result in the City deeming such proposal non-responsive and may, at the sole discretion of the Committee, result in elimination of said proposal from further consideration. The Committee reserves the right to conduct other evaluation and measurements of the proposals as may be necessary to make an informed decision.
- 6.2.3. Firms submitting a proposal in response to the RFP may be required to give an oral presentation of their proposal. Additional technical and/or cost information may be requested for clarification purposes, but in no way change the original proposal

submitted. Interviews are optional and may or may not be conducted. If an interview is conducted; it is essential that the offeror's personnel to be assigned to the work, as well as key representatives, be present at and participates in the interview.

7. PROPOSAL CONTENTS

The following items constitute the RFP submittal in response to the request herein:

7.1. THE RFP

7.2. THE COST SUMMARY OR PROPOSAL FORM

7.3. REQUESTED ATTACHMENTS

7.3.1. References

7.3.2. Resumes

7.3.3. Signed Execution of Offer

8. TEXAS PUBLIC INFORMATION ACT

Notwithstanding any other provisions, this request for proposals, along with any associated contract, is subject to the Texas Public Information Act.

EXECUTION OF OFFER

Date:

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted.

By executing this offer, Offeror affirms that he/she has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Offeror shall be removed from all proposal lists.

By the signature hereon affixed, the Offeror hereby certifies that neither the Offeror or the firm, corporation, or institution represented by the Offeror or anyone acting for such firm, corporation, or institution has violate the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the offer being made to any competitor or any other person in such line of business. By signing this offer, Offeror certifies that if a Texas address is shown as the address of the Offeror, Offeror qualifies as a Texas Resident Offeror as defined in Rule 1 TAC 113.8.

This offer consists of pages number 1 through _____.

Offeror/ COMPANY: _____

SIGNATURE (INK): _____

NAME: (TYPED/PRINTED) _____

TITLE: _____

STREET: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

LEGEND

JOGGING TRAIL

LENGTH

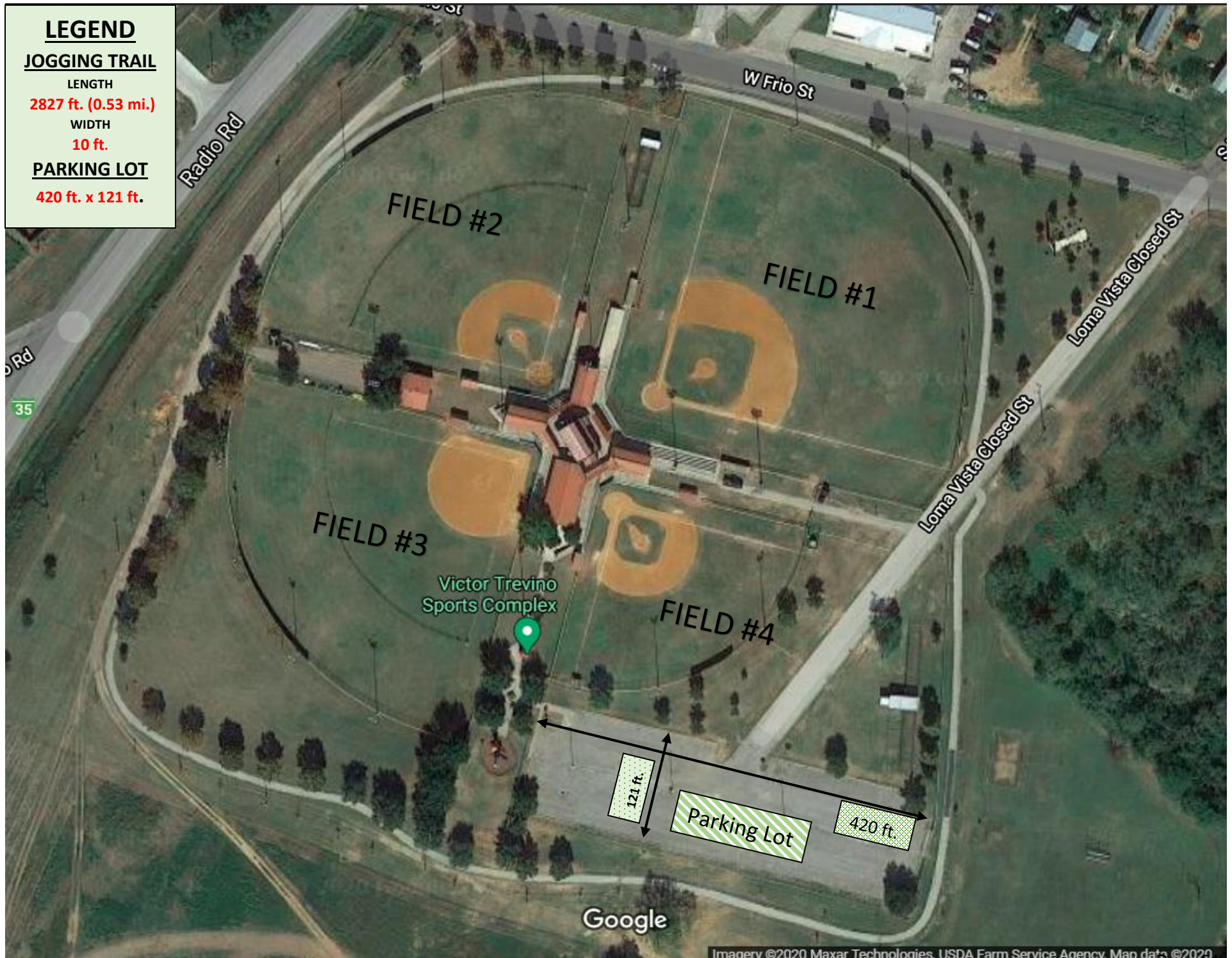
2827 ft. (0.53 mi.)

WIDTH

10 ft.

PARKING LOT

420 ft. x 121 ft.



Sports Complex Field Lights

In general, the ball fields are lit up a total of **147 lamps** at **1500-watt Metal Halide** mounted on 60' steel poles.

Poles – 22

Lights – 147

Field #1 (44 Lights)

Pole C -4 – 4 light fixtures

C -3 – 5 light fixtures

C -2 – 5 light fixtures

C -1 – 4 light fixtures

B – 2 – 7 light fixtures (Shared w Field #2)

A – 1 – 6 light fixtures (Shared w Field #2)

A – 3 – 6 light fixtures (Shared w Field #4)

B – 3 – 7 light fixtures (Shared w Field #4)

Field #3 (36 Lights)

Pole C – 4 – 4 light fixtures

C – 3 – 4 light fixtures

C – 2 – 4 light fixtures

C – 1 – 4 light fixtures

B – 4 – 7 light fixtures (Shared w Field #4)

A – 4 – 3 light fixtures (Shared w Field #4)

A – 2 – 3 light fixtures (Shared w Field #2)

B – 3 – 7 light fixtures (Shared w Field #2)

Field #2 (36 Lights)

Pole C – 4 – 4 light fixtures

C – 3 – 4 light fixtures

C – 2 – 4 light fixtures

C – 1 – 4 light fixtures

B – 2 – 7 light fixtures (Shared w Field #3)

A – 2 – 3 light fixtures (Shared w Field #3)

B – 2 – 7 light fixtures (Shared w Field #1)

A – 2 – 3 light fixtures (Shared w Field #1)

Field#4 (31 Lights)

Pole A – 4 – 5 light fixtures (Shared w Field #3)

B – 4 – 7 light fixtures (Shared w Field #3)

C – 2 – 4 light fixtures

C – 1 – 4 light fixtures

B – 3 – 7 light fixtures (Shared w Field #1)

A – 3 – 4 light fixtures (Shared w Field #1)

City Council Agenda

Approved for Agenda:

City Manager's Office

MEETING DATE: 02/09/2021

TO: City Council

FROM: Santos Alarcon, Finance Director

SUBJECT: Discuss and consider adopting Budget Amendment Ordinance 2021-02-01 to allocate fund balance funding from Hotel/Motel tax revenues.

Purpose:

Administration is requesting the Council adopt Budget Amendment Ordinance 2021-02-01 to amend the City's 2020-21 Budget. The recommended improvements to the Victor Trevino Sports Complex of \$439,344 require a reallocation of Fund#22 Hotel/Motel Tax fund balance.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

The proposed budget amendment of \$439,344 reduces the Hotel/Motel tax fund balance of \$527,622 to \$88,278.

**ORDINANCE
NO. 2021-02-01**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF
PEARSALL AMENDING THE ADOPTED BUDGET FOR THE
FISCAL YEAR BEGINNING
OCTOBER 1, 2020**

WHEREAS, the City Council of the City of Pearsall desires to maximize the applicability of its budgeted revenues and expenditures by better monitoring line item revenues and expenditures; and

WHEREAS, the City Council has determined that certain budgeted revenue and expenditure line items provide the necessary flexibility to allow for the City to maximize its current budgeted revenues and expenditures

**NOW, THEREFORE, BE IT ORDAINED BY THE
CITY COUNCIL OF THE CITY OF PEARSALL, TEXAS:**

Section 1: The original budget for the fiscal year beginning October 1, 2020, and ending September 30, 2021, including all previous amendments passed and approved during the current fiscal year, be and is hereby amended as per “Exhibit A” herein attached.

Section 2: This Ordinance to amend the Annual Budget be in full force and effect from and after its adoption.

PASSED, APPROVED and ADOPTED, this 9th day of February, 2021.

Mary Moore, Mayor

ATTEST:

**Krystal Garcia
City Clerk**

Exhibit A
Budget Amendment
Ordinance No. 2021-02-01
GL Distribution
2020-2021

22 HOTEL MOTEL FUND

	<u>ACCT. NAME</u>	<u>ACCT. #</u>	<u>Original Budget</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>AMENDED BUDGET</u>
<u>REVENUES</u>						
	TRANSFERS IN-FUND BALANCE	22-4901	\$ -	\$ 439,344	-	\$ 439,344
	TOTAL HOTEL MOTEL REVENUES		-	439,344	-	439,344
<u>EXPENDITURES</u>						
	CAPITAL OUTLAY	22-5-101-520	-	439,344	-	439,344
	TOTAL EXPENDITURES		-	439,344	-	439,344

MEMO:

BUDGET AMENDEMENT TO RECOGNIZE AND EXPEND FUND BALANCE TRANSFER

RESOLUTION
No. 2021-02-01

WHEREAS, the City Council for the City of Pearsall created the Charter Review Commission upon the adoption of the City Charter by Special Election on May 7, 1994; and

WHEREAS, the City Council for the City of Pearsall as the “Governing Unit” is charged with appointing seven (7) members to the Charter Review Commission to serve a six (6) month term; and

WHEREAS, the City Council for the City of Pearsall now desires to appoint the remaining (3) members to the City of Pearsall Charter Review Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEARSALL THAT:

1. _____
2. _____
3. _____

Section 1. The City Council for the City of Pearsall hereby appoints the following members to the City of Pearsall Charter Review Commission to serve the term of six months beginning on the effective date of this resolution:

Section 2. This resolution shall be in full force and effect from the date of its adoption.

PASSED, APPROVED, and ADOPTED this 9th day of February, 2021.

Mary Moore, Mayor

ATTEST:

Krystal Garcia, City Clerk

Section 21.04. CHARTER REVIEW COMMISSION.

The City Council shall appoint at its first regular meeting in May of every fifth year after approval of this charter, a charter review commission of seven (7) citizens of the City.

(1) Duties of the commission:

(a) Inquire into the operation of the City government under the charter provisions and determine whether any such provisions require revision. To this end, public hearings may be held; and the commission shall have the power to compel the attendance of any officer or employee of the city and require the submission of any of the city records, which it may deem necessary to the conduct of such hearing.

(b) Propose any recommendations it may deem desirable to insure compliance with the provisions of the charter by the several departments of the city government.

(c) Propose, if it deems desirable, amendments to this charter to improve the effective application of the charter to current conditions.

(d) Report its findings and present its proposed amendments, if any, to the council.

(2) Action by the council: The council shall receive and have published in a newspaper of general circulation in the city, the final report of the charter review commission, shall consider any recommendations made, and if any amendments be presented as part of such report, may order such amendment or amendments to be submitted to the voters of the city in accordance with the Texas Local Government Code, as amended.

(3) Term of office: The term of office of such charter review commission shall be six (6) months, and at the completion of such term, a report shall be presented to the council and all records of the proceedings of such commission shall be filed with the City Clerk and shall become a public record.

Section 21.05. SEVERABILITY.

If any provision of this Charter is held invalid, illegal or unenforceable, the other provisions of the Charter shall not be affected thereby. If the application of the Charters or any of its provisions to any person or circumstance is held invalid, illegal or unenforceable, the application of the Charter and its provisions to other persons or circumstances shall not be affected thereby. If any provision of this Charter is in conflict with existing federal and/or state law, the applicable existing federal and/or state law shall govern and shall be reconciled with the remaining applicable Charter provisions.

RESOLUTION
No. 2021-02-02

WHEREAS, the City Council for the City of Pearsall created the Planning & Zoning Commission upon the adoption of the City Charter by Special Election on May 7, 1994; and

WHEREAS, the City Council for the City of Pearsall as the “Governing Unit” is charged with appointing five (5) members to the Planning & Zoning Commission to serve a two (2) year term; and

WHEREAS, the City Council for the City of Pearsall now desires to appoint five (5) members to the City of Planning & Zoning Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEARSALL THAT:

1. _____
2. _____
3. _____
4. _____
5. _____

Section 1. The City Council for the City of Pearsall hereby appoints the following members to the City of Pearsall Planning & Zoning Commission to serve the term of 2 years beginning on the effective date of this resolution:

Section 2. This resolution shall be in full force and effect from the date of its adoption.

PASSED, APPROVED, and ADOPTED this 9th day of February, 2021.

Mary Moore, Mayor

ATTEST:

Krystal Garcia, City Clerk

Section 10.04. MEETINGS.

All meetings shall be open to the public unless otherwise provided by law. Written minutes shall be kept and attendance, subject matter and voting shall be recorded. Any notice of a public meeting shall comply with all applicable state laws.

Section 10.05. QUORUM.

A majority of Board or Commission members shall constitute a quorum.

Section 10.06. VOTING.

No member of a Board or Commission shall be excused from voting except on matters involving the consideration of the member's own official conduct, or where such member has a substantial interest (as defined by law) in a business entity or in real property that is involved with a matter under consideration by a Board or Commission, or is related in the first degree by consanguinity or affinity to a person who has a substantial interest (as defined by law) in a business entity or in real property that is involved with a matter under consideration by a Board or Commission, in which case the interested Board or Commission member shall file an affidavit disclosing and stating the nature and extent of such interest as required by state law.

Section 10.07. CITY PLANNING AND ZONING COMMISSION.

(1) Purpose. The Planning and Zoning commission shall exercise all powers granted by the City council and shall make recommendations to the City council, and exercise the powers granted thereto on all matters affecting the physical development of the City, including the preparation, or amendment of a comprehensive plan or plans and their implementation; on all matters affecting land use, zoning, zoning regulations and modifications and changes thereto; on all matters regarding public improvements to be constructed, including civic improvements; on all matters regarding city planning, opening, widening and changing of streets; on all matters regarding location of public utilities, including extensions thereof; on all matters regarding controlling and regulating traffic upon the public streets and ways of the City; and such other matters as the Planning and zoning Commission and the City Council may deem beneficial to the City.

(2) Powers. The Planning and Zoning Commission shall have any and all powers granted to planning and zoning commissions by the statutes of the State of Texas, this Charter, and such other duties and further powers as are delegated to it by Ordinance of the City Council of the City.

(a) Planning. The Planning and Zoning Commission shall have the power to review and pass upon all proposed plans which may ultimately be considered by the City Council in final form relating to public improvements, as well as land use and transportation matters. It shall be the duty of the City staff and City Council, as far as practicable, to submit such preliminary plans governing public improvements, as well as land use and transportation matters, involved under the terms of this Charter, to the Planning and Zoning Commission, and to obtain its advice with reference thereto. The City council may thereafter adopt the -means and methods which may be deemed most advisable by the City Council; provided, however, that any public improvement undertaken hereunder, or otherwise, or any decision made regarding land use or transportation matters, by the City Council shall never be deemed invalid because the Planning and Zoning Commission has not been first consulted, or because the City Council has failed to submit its preliminary plans thereof, for consideration by the Planning and zoning commission. The Planning and Zoning commission shall further have the power to review and render its recommendation to the City Council on the submission for approval of any subdivision plats within the City and its extraterritorial jurisdiction, in accordance with the provisions of the City's subdivision ordinance.

(b) Zoning. For the purpose of promoting the public health, safety, order, convenience, prosperity and general welfare, the City Council of Pearsall shall have the power to divide the City into zones or districts for the purpose of regulating and controlling (a) the size, number of stories, height and bulk of buildings and other structures, – (b) the percentage of a lot that may be occupied; (c) the size of yards, courts and other open spaces; (d) population density; and (e) location and use of buildings, other structures and land for business, industrial, residential or other purposes within such zones or districts and may exercise any other powers necessary to fully effectuate and accomplish the purpose of the powers herein conferred, subject to the notice and hearing requirements of state law. The Planning and Zoning Commission shall recommend boundaries for the original Zoning districts and appropriate zoning regulations for each district, in accordance with a comprehensive plan adopted by the City Council. The Planning and Zoning commission shall further review and render its recommendation to the City Council on any changes to the districts, their boundaries or the regulations.

(3) Membership and Terms. The Planning and Zoning Commission shall consist of (5) five members, who shall be appointed for two (2) year terms. The members may be removed in accordance with the provisions of Section 10.03.

(4) Procedures. The Planning and Zoning Commission shall itself appoint and designate from its members a Chairperson and Vice Chairperson to preside over commission actions. The commissioners shall meet at least once monthly, or more as required. Guidelines, rules, regulations and other duties and powers shall be prescribed by ordinance.

**ORDINANCE
NO. 2021-02-02**

ADOPTION OF AN ORDINANCE ORDERING A GENERAL ELECTION FOR MAY 1, 2021 FOR THE PURPOSE OF ELECTING A MAYOR AND THREE COUNCIL MEMBERS (PLACES NO. 5, 6, AND 7) BY THE QUALIFIED VOTERS OF THE CITY PURSUANT TO THE CITY OF PEARSALL HOME RULE CHARTER, ORDERING THE APPOINTMENT OF A PRESIDING JUDGE AND ALTERNATE JUDGE, ORDERING THE APPOINTMENT OF AN EARLY VOTING BALLOT BOARD AND ORDERING THE SETTING OF THE RATE OF PAY FOR ALL ELECTION JUDGES AND CLERKS FOR THE GENERAL ELECTION ON MAY 1, 2021, PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the laws of the State of Texas, specifically Section 22.003 of the Texas Local Government Code, provide that a General Election shall be held annually for the election of City Officers, and

WHEREAS, the Council intends to call a general election for May 1, 2021 for the purpose of electing a Mayor and three (3) members to the City Council to conduct this general election in accordance with the provisions of the Local Government Code and the Election Code of the State of Texas, and

WHEREAS, the Council hereby finds and determines that the Frio-Nueces Current is designated as the “official” newspaper published in the City and is a newspaper of general circulation in the City; and

WHEREAS, the Council hereby finds and determines that ordering the above described general election is in the best interest of the citizens of the city; now therefore,

BE IT ORDAINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF PEARSALL, TEXAS THAT:

Section 1. That a General Election is hereby ordered to be held on the uniform election date of Saturday, May 1, 2021, which is sixty-two (62) or more days from the date of the adoption of this order as required by Section 3.005(a) of the Election Code of the State of Texas. The purpose of the election is to elect the following City Officers:

Mayor	
Councilmember for Place	<u>5</u>
Councilmember for Place	<u>6</u>
Councilmember for Place	<u>7</u>

Section 2. All independent candidates at the General Election to be held on May 1, 2021 for the above-specified offices shall file their applications to become candidates with the City Clerk of the City at 214 South Ash Street, Pearsall, Texas. The candidates and all such applications shall comply with the requirements of the Texas Election Code, Texas Local Government Code, the

City's Home Rule Charter, all as amended, and any other applicable law.

Section 3. That all office holders and candidates file with the City Secretary all appropriate notices and statements required by Title 15 of the Election Code of the State of Texas pertaining to Political Funds Reporting and disclosure.

Section 4. That the order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing to be conducted by the City Secretary at 10:30 a.m., on Monday, February 22, 2021 at Pearsall City Hall as provided by Section 52.094 of the State Election Code.

Section 5. The election precinct hereby established for the purpose of holding the elections, the county election precincts included within the designated election precinct, the polling place hereby designated for holding the elections in the designated election precinct, and the Presiding Judge and the Alternate Presiding Judge hereby appointed for holding the election in the designated election precinct are identified in a document attached to this Ordinance as **Exhibit "A"** and incorporated herein by reference for all purposes.

The Presiding Judge shall act as the Election Judge and appoint not less than two (2) or more than thirteen (13) resident qualified voters of the City to act as clerks to properly conduct the elections. However, if the Presiding Judge appointed actually serves, the Alternate Presiding Judge shall serve as one of the Election Clerks. The appointment of such Election Clerks must include a person fluent in the Spanish language to serve as a clerk to render oral aid in the Spanish language to any voter desiring such aid at the polls on the day of the election.

Section 6. That the election be held jointly with Pearsall Independent School District on May 1, 2021, pursuant to House Bill 1 (2006) and Chapter 271 of the Texas Election Code. That the City Council of the City of Pearsall and Pearsall Independent School District will consolidate Election Day voting to one polling place, being:

Joint Election Voting Polling Place

Ted Flores Elementary
321 W. Pena Street
Pearsall, Texas 78061

Section 7. The polls for said election on Election Day shall be open from 7:00 a.m. to 7:00 p.m.

Section 8. An Early Voting Ballot Board is hereby established for the purpose of processing early voting results. Jesus Cuevas appointed the Presiding Judge and Grace Perez is appointed the Alternate Presiding Judge of the Early Voting Ballot Board. The Presiding Judge shall appoint not less than two (2) or more than four (4) resident qualified voters of the City to serve as members of the Early Voting Ballot Board. The City Clerk shall act as Early -Voting Ballot Board Clerk.

Section 9. Early voting shall be conducted at the City Hall, 214 South Ash Street, Pearsall, Texas 78061, beginning April 19, 2021 and ending April 27, 2021. With the exception of Saturdays, Sundays and official State holidays, this office or place shall remain open from 8:00 a.m. to 5:00 p.m. for early voting, except for the first two days of the early voting period. On the first two days of early voting by personal appearance (April 19th – April 20th, 2021), the City Clerk's regular business hours are hereby designated as 7:00 a.m. until 7:00 p.m.

Section 10. The election officials and clerks shall be compensated in the following manner:

- (a) The Election Judge for the May 1, 2021, General Election shall be paid \$16.00 per

- hour. The Alternate Election Judge for the May 1, 2021, General Election shall be paid \$13.00 per hour.
- (b) The Election Judge shall also be paid \$25.00 for delivering the precinct election records, keys to ballot box or other election equipment and unused election supplies after the election.
 - (c) The Early Voting Ballot Board Presiding Judge for the May 1, 2021 General Election shall not be paid.
 - (d) The members of the Early Voting Ballot Board for the May 1, 2021 General Election shall not be paid.
 - (e) The Early Voting Ballot Board Clerk for the May 1, 2021 General Election shall not be paid.
 - (f) Election Clerks for the May 1, 2021, General Election shall be paid \$ 11.00 per hour

Section 11. Direct recording electronic voting machines shall be used for voting at the foregoing election polling places and direct recording electronic voting machines shall be used for counting the ballots at said election.

Section 12. The City Clerk is hereby authorized and instructed to procure and furnish all necessary election supplies to conduct said election. The Council appoints the City Clerk as the Custodian of Records (“Custodian”) and agent to the Council to perform the duties related to the conduct and maintenance of records of the Election as required under the Texas Election Code during the period ending not earlier than the sixtieth (60th) day after the Election.

Section 13. That the returns of said election be made in accordance with the State Election Code and shall be canvassed by the City Council at a special City Council Meeting to be called between May 4-12, 2021.

Section 14. A Copy of this Ordinance, including a Spanish translation hereof, shall be posted at the City Hall, not earlier than the 30th day before the date the election or later than the 10th day before the day of the election and shall be published once in the Frio-Nueces Current.

Section 15. The Mayor shall issue all necessary Orders, writs and notices for said election and returns of said election shall be made to this Council immediately after the closing of the polls.

Section 16. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council of the City.

Section 17. All orders and resolution, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters ordained herein.

Section 18. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 19. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, unenforceable or illegal, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, enforceable and legal, and the Council hereby declares that this Ordinance would have been enacted without such invalid, unenforceable or illegal provision.

Section 20. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter, including this Ordinance, was given, all as required by Chapter 55 of the Texas Government Code.

Section 21. This Ordinance shall be in force and effect from and after the date of its adoption, and it is so ordained.

PASSED AND APPROVED this 9th day of January, 2021.

Approved:

Mary Moore, Mayor

Attest:

Krystal Garcia, City Clerk

YOU WILL, THEREFORE, take notice of all the matters and facts set out in the foregoing Notice of Election.

EXHIBIT "A"

<u>Election Precinct</u>	<u>County Election Precincts</u>	<u>Presiding Judge</u>	<u>Alternate Judge</u>	<u>Polling Place</u>
No. 1	1,2,3,4 and 8	<u>Jesus Cuevas</u>	<u>Grace Perez</u>	Ted Flores Elementary 321 W. Pena Street Pearsall, Texas 78061

City Council Agenda

Approved for Agenda:

City Manager's Office

MEETING DATE: February 9, 2021

TO: City Council

FROM: Estrellita Ballesteros, Planner

SUBJECT: Discuss and consider setting a date, time, and place for a public hearing on a request for Conditional Use Permit for San Juana Espinoza at 112 S. Paiz Ct.

Purpose:

Ms. San Juana Espinoza is the property owner of 112 S. Paiz Ct., where she is requesting to place a 2020 Double Wide 60' x 30' manufactured home. She will be using this manufactured home as her primary residence.

Agenda Verbiage:

Discuss and consider setting a date, time, and place for a public hearing on a request for Conditional Use Permit for San Juana Espinoza at 112 S. Paiz Ct.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

\$0.00

Discussion:

Per the city's Manufactured and Mobile Home Ordinance and the Zoning ordinance for Conditional Use Permits, city council is to set the date of a public hearing before acting upon a conditional use permit. Notice of the hearing shall be published at least one time in a newspaper of general circulation in the City not less than 30 days prior to the date of the hearing. Date of publication would be February 18, 2021, so the hearing would have to be scheduled on or after March 20th (Saturday).