

CITY COUNCIL AGENDA

A Regular Meeting of the City Council of the City of Pearsall, Texas will be held on Tuesday, April 14, 2020, at 7:00 PM at the Pearsall City Hall, 215 S. Ash Street, Pearsall, Texas.

Please click the link below to join the webinar:

<https://zoom.us/j/128894548>

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COUNCIL MEMBERS

Mary Moore, Mayor

Julian Hernandez, Mayor Pro Tem

Richard Gandara, Council Member

Sonia Hernandez, Council Member

Brenda Treviño, Council Member

Abel Nieto, Council Member

Roland Segovia, 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. Action to Consent Agenda
 - A. Discuss and consider approving the July 9, 2020, July 23, 2019 minutes; August 20, 2019 - September 27, 2019 Meeting minutes; and December 21, 2019 Meeting minutes - **Action Item**
6. New Business
 - A. Discuss and Consider Resolution No. 2020-04-01 approving a contingent fee contract for bond counsel legal services, considering those matters provided in the City's Public Notice and approval of other matters related thereto. - **Action Item**
 - B. Discuss and consider Ordinance No. 2020-04-01, repealing Ordinance No. 2016-11-01 (monthly water and garbage account surcharges); providing for repealing, savings and severability clauses; and providing for an effective date. - **Action Item**

- C. Discuss and Consider Ordinance No. 2020-04-04, suspending the Ordinance of 9-13-1995 (Hotel Occupancy Tax) and the provisions in 40 Art IV Hotel Occupancy Tax of the code of ordinances; providing for repealing, savings and severability clauses; and providing for an effective date. - **Action Item**
- D. Discuss and consider authorizing the city manger to award, negotiate and enter into a contract with Albert Martinez, DBA Motormouth Entertainment, in amount not exceed \$75,000 for event coordinator services for the Hispanic Heritage Festival. - **Action Item**
- E. Discuss and Consider authorizing the city manager to terminate the city's professional services agreement with LNV Engineering. - **Action Item**
- F. Discuss and consider authorizing the City Manager to issue a Request for Qualifications (RFQ) for engineering and surveying services for the City of Pearsall. - **Action Item**
- G. Discuss and Consider Ordinance No. 2020-04-03, amending the Code of Ordinances entitled Chapter 14 "Emergency Management and Services" by adding Section 14-26 (d) which adopts the penalty provisions of the Texas Disaster Act of 1975; providing a severability clause; providing a savings clause; providing a penalty of a fine not to exceed two thousand dollars (\$2,000) for each and every offense; and providing for an effective date. - **Action Item**
- H. Discuss and Consider authorizing the city manager to execute a one-year renewal agreement with MuniServices, LLC for Local Occupancy Tax Audit and Administrative Services. - **Action Item**
- I. Discuss and Consider Ordinance No. 2020-04-02 adopting the fee schedule for construction and building code services for the City of Pearsall. - **Action Item**
- J. Discuss and consider setting a date, time, and place for a public hearing on a request for Conditional Use Permit for Alfonso Garcia & Miriam Martinez at 101 N. Lopez. - **Action Item**
- K. Discuss and consider setting a date, time, and place for a public hearing on a request for Conditional Use Permit for Isaias Martinez at N. Willow. - **Action Item**
- L. Discuss and consider setting a date, time, and place for a public hearing on a request for Conditional Use Permit for Conrad & Diana Salinas for Carlos Salinas at Wells Road. - **Action Item**
- M. Discuss and Consider setting a date, time and place for a public hearing on a request for Conditional Use Permit for Mr. and Mrs. Rudy and Rosa Longoria at 1113 E. San Antonio St. - **Action Item**

7. Executive Session - In Accordance with Texas Government Code Chapter 551, Subchapter D:551.071

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. Consultation with attorney regarding the Polo Patino Forensic Audit and legal matters.

8. Open Session

A. Discussion and Consideration regarding the Polo Patino Forensic Audit and legal matters. - **Action Item**

9. Staff Reports

10. Review of Bills Paid

A. March Bills

11. City Council Inquiries For Staff And/Or Items For Future Agendas – NO DISCUSSION OR ACTION ON ANY OF THESE ITEMS AT THIS TIME

12. General Announcements

13. Adjournment

Posted for Public Inspection on this Friday, April 10, 2020, at 4:30 PM.

By: 
Federico Reyes, Jr., 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 April 10, 2020, 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.

Minutes of Regular Meeting

The City Council of The City of Pearsall

A Regular Meeting of the City Council of the City of Pearsall, Texas will be held on July 9, 2019, at 7:00 PM at the Pearsall City Hall, 215 S. Ash Street, Pearsall, Texas.

1. Call To Order

The meeting was Called To Order by Mayor Mary Moore at 7:00 PM.

2. Roll Call and Announcement of a Quorum

Council Members Present: Mayor Mary Moore, Mayor Pro Tem Julian Hernandez, Council Member Richard Gandara, Council Member Sonia Hernandez, Council Member Brenda Trevino (arrived 7:03PM), Council Member Roland Segovia, Council Member Davina Rodriguez

Council Members Absent: Council Member Robert Villarreal

Staff Present: Interim City Manager Josie Carrizales, Deputy City Clerk Estrellita Ballesteros, Main Street Program Manager Leah Carrizales, Tourism and Business Dev. Director Cleo Garcia, Chief of Police Peter Salinas, HR Director Ruben Frausto, Planning and Economic Dev. Director Uche Echeozo, and City Attorney Bobby Maldonado.

3. Invocation and Pledge of Allegiance

Invocation by Human Resource Director Ruben Frausto, and Pledge of Allegiance was lead by all in attendance.

4. Citizens to Be Heard

No citizens signed up for this item.

5. Presentations

A. Presentation by Reynaldo Trevino

This agenda item was entertained after Item 8B.

Councilman Roland Segovia stated that he had spoken with Mr. Trevino stating that since it was not a Discussion and Action Item he would like to be placed on a Regular agenda.

Councilman Roland Segovia stated No Action on this item.

6. Action to Consent Agenda

**A. Minutes for June 1, 2019, June 5, 2019, June 11, 2019, June 18, 2019, and June 27, 2019 -
Action Item**

There was no discussion from council members.

A motion to Approve was made by Councilman Roland Segovia, Second by Councilwoman Sonia Hernandez. The vote in Favor of the motion was unanimous.

7. Old Business

A. Discussion and Possible Action to issue a Request For Qualifications for an Independent Auditor to conduct an audit of TML claim and for Polo Patino Park expenses. - Previously Tabled Item

A motion to Untable was made by Councilwoman Davina Rodriguez, Second by Councilman Roland Segovia. The vote in Favor of the motion was unanimous.

Interim City Manager Josie Carrizales advised city council that this was previously tabled and is now up for consideration if they wish to go out for an RFP for an auditor.

Mayor Pro Tem Julian Hernandez stated that the information that was received is a lot to review and would feel comfortable with setting up a workshop.

A motion to Table Items 7A, 8A, and 8 C, Review, and set a date was made by Mayor Pro Tem Julian Hernandez, Second by Councilman Richard Gandara. The vote in Favor of the motion was unanimous.

After motion was made, Councilman Roland Segovia stated to make his comment on the record, "the reason why I voted for the motion because we barely got the information that we have been asking for the past month and we barely got it 10 minutes ago."

8. New Business

A. Discussion and Possible Action to untable item for the RFP audit previously tabled. - Action Item

This agenda item was Tabled in the Motion from Agenda Item 7A.

B. Discussion and Possible Action regarding the expenses of the TML claim at Polo Patino Park. - Action Item

This agenda item was entertained after Item 8O.

Interim City Manager Josie Carrizales explained the two binders given out to Council, then introduced the TML Representatives in attendance. Mr. Mike Rains from TML explained the process of how the two projects were approved for the city's TML claim for the Neighborhood Center fire.

Mayor Mary Moore stated that this is a discussion item, there would be No Action.

C. Discussion and Possible Action on a full back up of the scope of work through the procurement process for work completed at the Polo Patino Park on the \$1.3 Million TML insurance claim. - Action Item

This agenda item was Tabled in the Motion from Agenda Item 7A.

D. Discussion and Possible Action regarding appointment our auditor Leal and Carter to do the forensic audit for the 1.3 Million TML insurance money(ies). - Action Item

This agenda item was entertained after Item 7A.

There was no discussion on this item.

A motion to Table was made my Mayor Pro Tem Julian Hernandez, Second by Councilwoman Sonia Hernandez. The vote in Favor of the motion was unanimous.

E. Discussion and Possible Action regarding Ordinance No. 2019-07-01 Amending the Adopted Budget for the Fiscal Year beginning October 1, 2018. - Action Item

Interim City Manager Josie Carrizales explained that this amendment was added to the agenda in case the audit was approved to cover the cost of it.

Mayor Mary Moore stated No Action on this item.

F. Presentation for Water Board Grant by Tijerina Galvan Lawrence LLC. - Action Item

Mr. Tijerina gave a presentation on his firm's experience and the different financing options available.

Discussion between Councilman Roland Segovia, Councilwoman Davina Rodriguez, and City Attorney Bobby Maldonado consisted of wording that is submitted by council members when they want an agenda item placed on the agenda.

No motion was made on this agenda item.

G. Discussion and Possible Action to get with County and State on interlocal agreement to fix Chaparral Road and Roosevelt Street up to East Alabama Street. - Action Item

Interim City Manager Josie Carrizales advised city council members that Frio County was already approached about the interlocal agreement, but TxDOT will not enter into any interlocal agreement.

Councilman Roland Segovia commented on the state of disrepair of Chaparral Road, and a retention pond that is needed.

Citizens who live on Chaparral Road gave their testimonies on the disrepair of the road and of the previous attempts to have work done to the road.

A motion to get County and State to enter interlocal agreement to fix Chaparral Rd & Roosevelt Street up to E. Alabama Street was made my Councilwoman Sonia Hernandez, Second by Mayor Pro Tem Julian Hernandez. The vote in Favor of the motion was unanimous.

H. Discuss and Approve the utilization of the Frio County Courtroom to conduct open court. - Action Item

Interim City Manager Josie Carrizales advised city council members that our Municipal Court will be holding court at the county courthouse's courtroom on July 17th. The County Commissioners have already given approval of the use of the courtroom.

A motion to Approve the utilization of the Frio County Courtroom to conduct open court was made by Councilwoman Davina Rodriguez, Second by Councilwoman Sonia Hernandez. The vote in Favor of the motion was unanimous.

I. Discussion and Possible Action regarding Pearsall Main Street Facade Improvement Matching Grant application for 205 S. Oak Street. - Action Item

Main Street Coordinator Leah Carrizales presented a third grant to the city council members for Garcia's Bar & Grill.

A motion to Approve was made by Councilwoman Davina Rodriguez, Second by Councilwoman Sonia Hernandez. The vote in Favor of the motion was unanimous.

J. Discussion and Possible Action on setting guidelines and fees on local septic disposal companies to be able to dispose at our local disposal site. - Action Item

Interim City Manager Josie Carrizales went over the proposed rates, hours of operation, and regulations.

A motion on setting guidelines and fees on local septic disposal companies to be able to dispose at our local disposal site and also application process for accountability for their licensing and also setting fees was made by Councilwoman Davina Rodriguez. After some discussion between council members Councilwoman Davina Rodriguez redid her motion.

A motion to approve the guidelines, and the fees at 12 cents on local septic disposal companies. 12 cents per thousand, and on local septic disposal companies to be able to dispose at our local disposal site and also an application process. After further discussion between council members, Councilwoman Davina Rodriguez withdrew her her motion.

A motion setting guidelines and fees on local septic disposal companies to be able to dispose at our local disposal sight with an application process as well as fees as discussed was made by Councilwoman Davina Rodriguez, Second by Mayor Pro Tem Julian Hernandez. The vote in Favor of the motion was unanimous.

City Attorney Bobby Maldonado stated that staff needs to bring back an ordinance setting guidelines of fees and application process fee as discussed.

K. Discussion and Possible Action on waiving all fees for VFW Post 9195 for a benefit softball tournament at the Victor Trevino Complex on August 25, 2019. - Action Item

Mr. Daniel Garza spoke on behalf of the local VFW Post explaining to city council that they would like to have a softball tournament fundraiser on August 25, 2019, to repair the roof of the local VFW Post as well as other repairs that are needed.

A motion to Waive All Fees for VFW Post 9195 to host a benefit softball tournament at the Victor Trevino Complex was made by Mayor Pro Tem Julian Hernandez, Second by Councilwoman Sonia Hernandez.

L. Discussion and Possible Action on waiving a onetime fee for VFW Post 9195 for disposal of trash at the Transfer Station. - Action Item

Mr. Daniel Garza addressed the city council advising that they are doing some remodeling to the VFW Post.

A motion to waive one time fee for the VFW Post 9195 for disposal of trash at the Transfer Station was made by Councilman Roland Segovia, Second by Mayor Pro Tem Julian Hernandez. The vote in Favor of the motion was unanimous.

M. Discussion regarding the schedule for budget workshops.

Interim City Manager Josie Carrizales went over a calendar of dates for workshops and public hearings.

N. Discuss and Review the request made by Immaculate Heart of Mary Catholic Church for disposal of clean up debris at Westside Cemetary. - Action Item

Interim City Manager Josie Carrizales advised council members of a letter submitted by Immaculate Heart of Mary Catholic Church requesting that the city let the church dispose of trash free of charge.

A motion to approve the request made by the Immaculate Heart of Mary Catholic Church for the disposal of clean up debris at the Westside Cemetary was made by Councilwoman Davina Rodriguez, Second by Councilwoman Sonia Hernandez. The vote in Favor of the motion was unanimous.

O. Discussion and Possible Action on getting with Republic Services on placing 2-yard bins at the Westside Catholic Cemetary and Eastside Cemetary on the corner of Roosevelt and E. Colorado. - Action Item

This item was entertained after Agenda Item 4. Citizens To Be Heard

Mr. Blake Cesar from Republic Services advised city council that they will supply the bin at no charge to the city but would recommend ordering it with a lock.

A motion to Accept two 2-yard bins to be placed at the Catholic Cemetery donated by Republic Services, Second by Councilwoman Sonia Hernandez. The vote in Favor of the motion was unanimous.

9. EXECUTIVE SESSION

Mayor Pro Tem Julian Hernandez motioned to Enter into Executive Session at 9:16 PM, Second by Councilwoman Sonia Hernandez. The vote in favor of the motion was unanimous.

A. Discussion regarding reassignment and or removal of Interim City Manager effective July 10, 2019.

B. Discussion regarding to appoint new Interim City Manager.

10. OPEN SESSION

Councilwoman Davina Rodriguez motioned to Return from Executive Session at 9:32 PM, Second by Councilwoman Sonia Hernandez. The vote in favor of the motion was unanimous.

A. Discussion and Possible Action regarding reassignment and or removal of Interim City Manager. - Action Item

Mayor Mary Moore advised that there had been some discussion with the Interim City Manager

and issues had been cleared up. Mayor Mary Moore stated there is No Action on this item.

B. Discussion and Possible Action to appoint new Interim City Manager. - Action Item

Mayor Mary Moore advised there is No Action on this item.

11. City Manager's Report

Interim City Manager Josie Carrizales advised of the various upcoming city events, as well as went over the finance report.

12. Review of Bill Paid

There was no discussion on this item.

A. June's Bills

13. City Council Inquiries For Staff And/Or Items For Future Agendas – NO DISCUSSION OR ACTION ON ANY OF THESE ITEMS AT THIS TIME

Councilman Roland Segovia is requesting to have an Animal Control Officer position placed on the agenda; Discussion and possible action to amend the budget to get and Animal Control Officer position strictly. Second by Mayor Pro Tem Julian Hernandez, Third by Councilwoman Sonia Hernandez. Councilwoman Davina Rodriguez would like to have speed bumps installed on Gross Street. Second by Councilwoman Sonia Hernandez, Third by Councilwoman Brenda Trevino.

14. General Announcements

There were no General Announcements

15. Adjournment

Mayor Mary Moore adjourned the meeting at 9:57 PM.

Approved this 14th day of April, 2020.

Mary Moore, Mayor

ATTEST:

Krystal Garcia, City Clerk

Minutes of Regular Meeting

The City Council of The City of Pearsall

A Special Meeting of the City Council of the City of Pearsall, Texas will be held on July 23, 2019 at 7:00 PM at the Pearsall City Hall, 215 S. Ash Street, Pearsall, Texas.

1. Call To Order

The meeting was Called To Order by Mayor Mary Moore at 7:00 PM.

2. Roll Call and Announcement of a Quorum

Council Members Present: Mayor Mary Moore, Mayor Pro Tem Julian Hernandez, Council Member Richard Gandara, Council Member Sonia Hernandez, Council Member Brenda Trevino, Council Member Robert Villarreal, Council Member Roland Segovia, Council Member Davina Rodriguez

Council Members Absent: None

Staff Present: Interim City Manager Josie Carrizales, Deputy City Clerk Estrellita Ballesteros, Main Street Program Manager Leah Carrizales, Tourism and Business Dev. Director Cleo Garcia, Chief of Police Peter Salinas, Utilities Director Rudy Carrizales, Planning and Economic Dev. Director Uche Echeozo, City Attorney Bobby Maldonado, Municipal Court Judge Juan Ponce, and Pearsall Volunteer Fire Chief Placido Aguilar

3. Invocation and Pledge of Allegiance

Invocation by Human Resource Director Ruben Frausto, and Pledge of Allegiance was lead by all in attendance.

4. Presentation

A. Swearing in of newly hired Pearsall Police Officer.

This Item followed Item 5A.

Chief of Police Peter Salinas introduced Officer Manual Ruiz, who recently successfully completed his six month employment probationary period. Municipal Court Judge Juan Ponce conducted the swearing in.

5. New Business

A. Discussion and Possible Action regarding pending application for the City of Pearsall Boards and Commission. - Action Item

Interim City Manager Josie Carrizales advised council of the three applicants that were submitted for the different boards and Commissions. Mr. Dave Richey for Ethics Commisson, Mr. John Hughson for the Economic Development Board, and Mr. Roy Menke for the

Economics Development Board.

Councilman Robert Villarreal made a motion to Accept all of the applicants for all of the boards and commissions, Second by Councilwoman Brenda Trevino. The vote in Favor of the motion was unanimous.

B. Discussion an Possible Action on Interlocal Agreement with Frio County and the City of Pearsall on the Chaparral Road and Roosevelt Road Project. - Action Item

Interim City Manager Josie Carrizales advised council that an Interlocal agreement has been drawn up with Frio County, with specifics on which materials will be provided by the County, and are waiting on an estimate on how much other materials will cost. She also advised that Frio County when their availability will be to start the project since they will be working Chaparral Road that falls under the County.

Councilman Roland Segovia made a motion to Enter into an Interlocal agreement with Frio County and the City of Pearsall to reconstruct Chaparral Road & Roosevelt Road Project, and to include Leagal Counsel Bobby Maldonado & City Engineer Robert Viera to come up with a game plan for the drainage problems to fix and look at the retention pond, Second by Councilwoman Davina Rodriguez. The vote in Favor of the motion was unanimous.

C. Discussion and Possible Action on retaining of Tijerina Galvan Lawrence LLC as Financial Advisors and to reengage Escamilla & Poneck, LLP as bond counsel for the City of Pearsall to assist the city in public financial matters and other matters incident and related thereto. - Action Item

This Item followed Agenda Item 4A

Mr. Galvan from Tijerina Galvan Lawrence LLC did a presentation on the scope of work that his agency does. Mr. Aguilira from Escamilla & Poneck, LLP, Legal Counsel , did a presentation on the scope of work that his agency does.

A motion to Table was made by Mayor Pro Tem Julian Hernandez, Second by Councilman Richard Gandara. The Council voted six (6) in Favor and one (1) Against. Councilman Richard Gandara, Mayor Pro Tem Julian Hernandez, Councilman Robert Villarreal, Councilwoman Brenda Trevino, and Councilwoman Sonia Hernandez, and Councilman Roland Segovia voted in Favor of the motion; Councilwoman Davina Rodriguez voted Against the motion.

D. Discussion and Possible Action on reviewing city ordinance or resolution on License of Electrician to work for the City of Pearsall on projects, inspections, etc. - Action Item

Interim City Manager Josie Carrizales advised the city council that a Request For Qualifications for electrical services was made in 2017 with only 2 applicants responding, there was no executed contract at that time.

A motion to Direct staff to do the research regarding the city ordinance regarding the licenses for Electricians for commercial and residential inspections was made by Councilman Robert Villarreal, Second by Councilwoman Davina Rodriguez. The vote in Favor of the motion was unanimous.

E. Discussion and Possible Action - Pearsall Police Department Forfeiture Fund and Pearsall Police Department overtime. - Action Item

Interim City Manager Josie Carrizales advised city council members that the police department's Forfeiture Fund currently has \$23,000 in it. Chief of Police Peter Salinas advised council members of their current routine on requesting funds out of their Forfeiture Funds.

Upon the advise from City Attorney Bobby Maldonado Councilwoman Davina Rodriguez made a motion to remove the Forfeiture Funds from the General Fund to its own bank account and labeled as Chapter 59 Funds for the Police Department and to keep the same signatures as approved by Council, Second by Councilman Robert Villarreal. The vote in Favor of the motion was unanimous.

F. Discussion and Possible Action on amending budget of 2018-2019 Fiscal Year for the purpose of creating a Animal Control Officer position for the Pearsall Police Department. - Action Item

Interim City Manager Josie Carrizales advised city council members of the salary and the budgetary cost of having a prior civilian Animal Control Officer. Police Chief Peter Salinas addressed city council members stating this his department has become reactive when calls for animal control come in since his department has gone through the elimination of positions.

A motion to Approve the amendment budget for the 2018 - 2019 Fiscal Year for the Animal Control Officer for the City of Pearsall Police Department and for line items to be amended are 01-5-105-102, 35-5-200-101, 35-5-110-103, 01-5-103-102 was made by Councilman Roland Segovia, Second by Councilwoman Davina Rodriguez. The Council voted three (3) For, and two (4) Against. Councilman Roland Segovia, Councilwoman Davina Rodriguez, and Councilwoman Sonia Hernandez voted For the motion; Mayor Pro Tem Julian Hernandez, Councilman Richard Gandara, Councilman Robert Villarreal, and Councilwoman Brenda Trevino voted Against the motion. The motion did not pass.

G. Discussion and Possible Action on Pearsall Volunteer Fire Department donations (general fund). - Action Item

Fire Chief Placido Aguilar spoke on behalf of the Pearsall Volunteer Fire Department requesting to have the money that prior City Manager Charles Jackson made him surrender to the city be put into a separate bank account.

A motion to Table was made by Councilman Robert Villarreal, second by Councilman Roland Segovia. The Council voted six (6) For, and one (1) Against. Councilman Roland Segovia, Councilwoman Sonia Hernandez, Mayor Pro Tem Julian Hernandez, Councilman Richard Gandara, Councilman Robert Villarreal, and Councilwoman Brenda Trevino voted For the motion; Councilwoman Davina Rodriguez voted Against the motion. The motion did pass.

H. Discussion and Possible Action on soliciting for an event coordinator for the City of Pearsall Hispanic Heritage Festival October 19 & 20. - Action Item

There was discussion between city council members regarding the first steps of establishing the City of Pearsall's Hispanic Heritage Festival.

A motion to Solicit for an Event Coordinator for the Hispanic Heritage Festival October 19th & 20th and come back on August 7th with more details if council so wishes was made by

Councilman Roland Segovia, second by Councilwoman Davina Rodriguez. The Council voted four (4) For, and three (3) Against. Councilman Roland Segovia, Councilwoman Davina Rodriguez, Councilwoman Sonia Hernandez, and Councilman Richard Gandara voted For the motion; Mayor Pro Tem Julian Hernandez, Councilman Robert Villarreal, and Councilwoman Brenda Trevino voted Against the motion. The motion did pass.

6. EXECUTIVE SESSION

None

7. OPEN SESSION

None

8. Adjournment

There being no further business before the Council, Mayor Mary Moore called for a motion to to adjourn, several council members motioned for adjournment.

The meeting adjourned at 9:57 PM.

Approved this 14th of April, 2020.

Mary Moore, Mayor

ATTEST:

Krystal Garcia, City Clerk

Minutes of Regular Meeting

The City Council of The City of Pearsall

A Regular Meeting of the City Council of the City of Pearsall, Texas will be held on August 20, 2019 at 6:30 PM at the Pearsall City Hall, 215 S. Ash Street, Pearsall, Texas.

1. Call To Order

Mayor Mary Moore called the meeting to order at 6:30 PM.

2. Roll Call and Announcement of a Quorum

Council Members Present: Mayor Pro Tem Julian Hernandez, Council Member Richard Gandara, Council Member Sonia Hernandez, Council Member Brenda Trevino, Council Member Robert Villarreal left at 8:22 PM and was not present for the close of the workshop or Item 4B, Council Member Roland Segovia, Council Member Davina Rodriguez arrived at 6:31 PM

Council Members Absent:

Staff Present: City Manager Federico Reyes, City Clerk Krystal Garcia, Finance Director Josie Carrizales, Main Street Program Manager Leah Carrizales, Tourism and Business Dev. Director Cleo Garcia, Chief of Police Peter Salinas, HR Director Ruben Frausto, Municipal Court Judge Juan Ponce

3. Invocation and Pledge of Allegiance

Invocation led by Ruben Frausto. Pledge of Allegiance led by all.

4. New Business

A. Budget workshop for the 2019-2020 Fiscal Year.

City Manager Federico Reyes reviewed a PowerPoint presentation he provided regarding the organizational structure of the city's departments. The City Manager's office would consist of 3 employees including himself. The Police Department would consist of 20 employees. The Public Works Department would consist of 38 employees. The Finance Department would consist of 7 employees. The Library would consist of 3 employees. Municipal Court was not listed but he advised Council that 3 employees would man the department bringing the total of City employees to 75. He informed the Council a 3% Cost of Living Increase was included in the budget; the streets department was to have an increase in personnel and the streets budget was increased by more than \$200,000 compared to the last fiscal year; the Police Department budget increased by approximately \$150,000 and included 2 full time animal control/code enforcement officers; \$40,000 was budget specifically for the demolition of dilapidated structures. He also stated the fees at the transfer station would be waived and staff would revisit the hours of operation. He informed Council of a proposal to purchase various pieces of

equipment but did not include the lease payment amount as the first payment would be made until the following fiscal year. Budget cuts included 4 full time staff positions and 1 part time position, Summer Recreation, Teen Night, and the Main Street Program. Councilman Julian Hernandez inquired if the City Manager's severance pay was required to be budget by law as they had been previously informed. City Manager Federico Reyes stated he would ask the City Attorney. Council inquired about the Main Street Department still being included in the budget as it was supposed to have been cut. Council was informed the correction would be made. Councilman Roland Segovia requested the part time Municipal Court Clerk position be added back to the budget. Finance Director Josie Carrizales informed the Council \$275,000 needed to be included for the CDBG grant match.

B. Discussion and Consider Resolution No. 2019-08-02 Proposing the City of Pearsall's Annual Appropriations Budget for the Fiscal Year beginning October 1, 2019 and ending on September 30, 2020.

Mayor Pro Tem Julian Hernandez Motioned to Table Resolution No. 2019-08-02, Second by Councilwoman Sonia Hernandez. The vote in favor of the Motion was unanimous.

5. Adjournment

There being no further business before the Council and upon a Motion by Councilwoman Davina Rodriguez the meeting adjourned at 8:59 PM.

Approved this 14th of April, 2020.

Mary Moore, Mayor

ATTEST:

Krystal Garcia, City Clerk

Minutes of Regular Meeting

The City Council of The City of Pearsall

A Special Meeting of the City Council of the City of Pearsall, Texas will be held on Monday, August 26, 2019, at 6:00 PM at the Pearsall City Hall, 215 S. Ash Street, Pearsall, Texas.

1. Call To Order

In Mayor Mary Moore's absence, Mayor Pro Tem Julian Hernandez called the meeting to order at 6:02 PM.

2. Roll Call and Announcement of a Quorum

Council Members Present: Mayor Mary Moore arrived at 6:04 PM, Mayor Pro Tem Julian Hernandez, Council Member Sonia Hernandez, Council Member Brenda Trevino arrived at 6:13 PM, Council Member Roland Segovia, Council Member Davina Rodriguez, Council Member Robert Villarreal

Council Members Absent: Council Member Richard Gandara

Staff Present: City Manager Federico Reyes, City Clerk Krystal Garcia, Finance Director Josie Carrizales, Main Street Program Manager Leah Carrizales, Tourism and Business Dev. Director Cleo Garcia, Chief of Police Peter Salinas, HR Director Ruben Frausto, Utilities Director Rudy Carrizales, Planning and Economic Dev. Director Uche Echeozo, City Attorney Bobby Maldonado

3. Invocation and Pledge of Allegiance

Invocation led by HR Director Ruben Frausto. Pledge of Allegiance led by all.

4. New Business

A. Discuss and Consider Authorizing the City Manager to enter into an agreement with Leal & Carter LLC to conduct a forensic audit for the Polo Patino Park Project.

City Manager Federico Reyes, Jr. wanted to discuss some key items of the agreement and clarified the estimated cost to conduct the audit was between \$13,000 to \$17,000, not \$50,000 as reported in the local newspaper. He reviewed a portion of the engagement letter from Leal & Carter, P.C.. Titled "Schedule of Agreed-Upon Procedure Schedule" summarizing how the audit would be conducted. Councilman Roland Segovia asked when the firm would start the audit and how long would the process take. Mr. Robert Carter, Jr. answered as soon as the information is ready they could start the audit as early as the following week and expects to be onsite for a week. Councilman Roland Segovia asked if "conflict of interest and nepotism" would be included in the scope of work. Mr. Robert Carter, Jr. responded that questionnaires would be provided for that purpose. City Manager Federico Reyes, Jr. informed the council, if

the item were to be approved, questionnaires would be handed out to Council Members after the meeting and would be holding a meeting with staff members listed in the City of Pearsall Home Rule Charter to hand out their questionnaires. Councilman Robert Villarreal Motioned to Authorize the City Manager to enter into an agreement with Leal & Carter to conduct a forensic audit, Second by Councilwoman Sonia Hernandez. The vote in favor of the Motion was unanimous. *All council members present were provided with their questionnaires immediately upon passage of the item*

B. Discussion regarding council conduct and decorum during council meetings.

Mayor Mary Moore announced that a workshop that included the item was held at the end of May but felt the need to bring it back due to a high volume of complaints she has received regarding decorum. The Council reviewed the 2018-2019 City of Pearsall City Council Vision & Goals. Mayor Pro Tem Julian Hernandez provided background on the establishment of the Vision and Goals that were previously adopted by Council. He highlighted Sections 2, 3, 5 and 7 under "Role of the City Council" He highlighted Section 7 under "City Council Goals" He read aloud the "Rules of Engagement" and some of the "City Council Strategies". Mayor Mary Moore informed the Council that it is her role to keep order of the meeting. She explained to better keep decorum Council should practice raising their hands if they want to be acknowledged and allowed to speak in turn. She recommended the purchase of Robert's Rules of Order guides for Council Members. Councilwoman Davina Rodriguez stated during budget workshops she is able to speak directly to staff members in regards to needs or concerns over the budget. She stated she is going to carry out the wishes of those who elected her. Mayor Pro Tem Julian Hernandez responded by stated a council member going into staff ranks and inquiring about personnel is a violation of the Charter and should not be done. Councilwoman Davina Rodriguez stated she agreed and does not do that- She communicates directly with the City Manager. Councilman Roland Segovia stated speaking about honest, ethical and moral is a big joke and proceeded to ask if members of Council had benefited from an event hosted by the City or benefited from a purchase made by the City for shirts. He asked if any Council Members reviewed the Employee Handbook in regards to the known relationship between a Senior Staff Member and employee of the City of Pearsall. He stated the Council at the time knew and asked what was done about it. Mayor Mary Moore informed Councilman Segovia that he was out of line making accusations without any proof. Mayor Pro Tem Julian Hernandez and Mayor Mary Moore stated they were offended by Councilman Segovia's accusation. Mayor Mary Moore advised Councilman Segovia that if he wanted to speak in general and not make accusations she would allow that but warned him if he continued she would have to charge him with disrupting a meeting and making accusatory statements. Councilman Roland Segovia asked Mayor Mary Moore if she, during a 3-3 vote, told Councilman Richard Gandara the council was trying to do an audit that TML had already completed. Mayor Mary Moore responded that was correct. Councilman Segovia stated he requested records from the City and TML in regards to the audit completed by TML and he had received an answer from both entities that there was no such record to be found. He further explained that the proposal initially sent to TML was incorrect due to the fact that the Neighborhood Center was never a City Hall or a Municipal Court. Mayor Moore responded by stating TML said they did not care what the building was used for but was concerned with what was submitted in the proposal. Mayor Pro Tem Julian Hernandez stated the accusations made had no merit and just wanted more civility during interactions with each other. He asked staff to establish rules of decorum in writing for Council's use.

5. Executive Session

Mayor Mary Moore called for a Motion to enter Executive Session. Councilwoman Sonia Hernandez Motioned to enter Executive Session at 6:39 PM, Second by Councilwoman Brenda Trevino. The vote in favor of the Motion was unanimous.

A. Legal Consultation with City Attorney regarding police arrests, procedures and detention.

B. Discussion regarding the employment of the City Manager.

6. Open Session

Councilwoman Sonia Hernandez Motioned to return from Executive Session at 7:51 PM, Second by Councilwoman Brenda Trevino. The vote in favor of the Motion was unanimous. Mayor announced no action was taken during Executive Session.

A. Discussion and consideration regarding police arrests, procedures and detention.

Mayor Mary Moore announced no action would be taken on items 6A and 6B.

B. Discussion and Consideration regarding the employment of the City Manager.

Mayor Mary Moore announced no action would be taken on items 6A and 6B.

7. Budget Workshop

A. Budget workshop for the 2019-2020 Fiscal Year.

City Manager Federico Reyes, Jr. provided a revised version of the budget for the Council to review. He advised the Council he wanted to review each item they were concerned with along with significant changes. He referred Council to page 5 (General Fund - Expenditures - Administration) of the budget and indicated there was an increase to the "Salaries & Wages Professional" line item. The funds came from the Main Street Department Budget in order to fund two (2) new positions - Planner and Building Inspector. The "Stipends" line item showed an increase due to the inclusion of Heavy Equipment Operator and Class A, B and C Licenses for water and sewer. The City Manager's \$60,000 severance package was added back to the budget to be split between the General and Utility Funds. City Attorney Bobby Maldonado confirmed that, by statute, the severance package did need to be included in the budget. The "Services" line item was increased by \$5,000 for the city attorney's agreement. Mr. Reyes noted the \$5,000 was not included in the previous version of the budget. Page nine (9) of the General Fund - Finance Department showed a twenty (20) percent decrease to the Finance Director's salary due to it being partially funded by HOT funds. Page twelve (12) of the General Fund - Streets Department showed a decrease of \$50,000 due to the City not purchasing a maintainer for the upcoming year. Page thirteen (13) of the General Fund - Police Department showed a slight decrease to the "Salaries & Wages Skilled Labor" line item that wasn't supposed to be there. He told the Council that it would be corrected and increased to reflect \$810,364 as discussed in the last budget meeting. Councilman Roland Segovia asked if the stipends he and Councilman Gandara had requested for the Police Department were included in the budget. Mr. Reyes reassured Councilman Segovia that all three levels of certification for the PD were

included. Page fifteen (15) of the General Fund - Municipal Court showed an increase of \$21,000 in the "Salaries Part-Time" line item due to Council returning the part-time position back to the budget. Councilman Roland Segovia asked if they would have to come back to amend the budget to hire a full-time Magistrate. City Attorney Bobby Maldonado stated it would not be necessary. Page sixteen (16) of the General Fund - Parks and Recreation Department showed a decrease of \$18,500 for the "Streets and Roadways. Mr. Reyes stated a few adjustments were made to the CDBG Fund but it was more of a wash. Out of the Fire Fund he explained \$25,000 was originally budgeted to purchase a fire truck but the department decided to hold off for another year and reviewed how the funds were dispersed throughout the department. Mr. Reyes reviewed the salaries paid out of the Hotel/Motel Fund. Out of the Utility Fund he reviewed stipends, severance pay for the City Manager, pay for the Finance Director and a decrease of \$9,000 to the "equipment under \$5,000" line item, Public Works Director's salary, CDBG Grant Match was deducted in the amount of \$55,000. He reviewed the Municipal Court Technology Fund. Councilman Segovia asked if there was any money set aside for a water well. Mr. Reyes said there was not and explained the Cherry Water Plant had broken down again and the City may have to drill another well. Councilman Segovia asked if any money was budgeted for the infrastructure for the newly annexed area. Mr. Reyes stated money had not been budgeted for that. Councilman Segovia asked if there was money budgeted for ACO vehicles. Mr. Reyes said the Code Compliance truck and City Manager truck were going to be turned over the ACO use. Councilman Segovia told Mr. Reyes of the pothole issue that follows after a lot of rain. Mayor Pro Tem Julian Hernandez asked if \$15,000 was enough for the purchase of books for the library. Councilwoman Davina Rodriguez asked library staff member Jennifer Muniz how often does the library purchase books. Mrs. Muniz stated she purchases around seventy (70) books every two (2) weeks. City Manager Reyes pointed out \$3,883 remaining in the proposed budget that could be moved to the books and magazines line item.

8. Old Business

A. Discuss and Consider Resolution No. 2019-08-02 Proposing the City of Pearsall's Annual Appropriations Budget for the Fiscal Year beginning October 1, 2019 and ending on September 30, 2020.

Councilman Roland Segovia Motioned to Untable the item, Second by Councilwoman Davina Rodriguez. The vote in favor of the Motion was unanimous. City Manager Federico Reyes reviewed the budget schedule dates and the proposed tax rates with the Council. Mayor Pro Tem Julian Hernandez Motioned to Approve Resolution No. 2019-08-02, Proposing the City of Pearsall's Annual Appropriations Budget for the Fiscal Year Beginning October 1, 2019 and ending on September 30, 2020 with the amendment made to the Library Department in the amount of \$3883, Second by Councilwoman Davina Rodriguez. The Council voted five (5) in favor, one (1) against, one (1) absent. Councilman Robert Villarreal, Mayor Pro Tem Julian Hernandez, Councilwoman Brenda Trevino, Councilwoman Sonia Hernandez and Councilwoman Davina Rodriguez voted in favor. Councilman Roland Segovia voted against. Councilman Richard Gandara was absent. Motion carries.

9. Adjournment

There being no further before the Council and upon a motion made by Councilwoman Davina Rodriguez the meeting adjourned at 8:38 PM.

Approved this 14th of April, 2020.

Mary Moore, Mayor

ATTEST:

Krystal Garcia, City Clerk

Minutes of Regular Meeting

The City Council of The City of Pearsall

A Special Meeting of the City Council of the City of Pearsall, Texas will be held on Wednesday, September 4, 2019 at 7:00 PM at the Pearsall City Hall, 215 S. Ash Street, Pearsall, Texas.

1. Call To Order

Mayor Mary Moore called the meeting to order at 7:00 PM.

2. Roll Call and Announcement of a Quorum

Council Members Present: Mayor Mary Moore, Mayor Pro Tem Julian Hernandez, Council Member Richard Gandara, Council Member Sonia Hernandez, Council Member Brenda Trevino, Council Member Robert Villarreal, Council Member Roland Segovia, Council Member Davina Rodriguez arrived at 7:00 PM

Council Members Absent:

Staff Present: City Manager Federico Reyes, City Clerk Krystal Garcia, Finance Director Josie Carrizales, Tourism and Business Dev. Director Cleo Garcia, Chief of Police Peter Salinas, City Attorney Bobby Maldonado

3. Invocation and Pledge of Allegiance

Invocation led by Cleo Garcia. Pledge of Allegiance led by all.

4. New Business

A. Discussion and Possible Action regarding the City of Pearsall hosting a Hispanic Heritage Festival and setting a budget utilizing HOT Funds.

City Manager Federico Reyes informed the Council of the sole proposal received by Motor Mouth Entertainment. Mr. Albert Martinez was present to answer questions from the Council. Finance Director Josie Carrizales provided a spreadsheet outlining the Hotel Motel Fund and how it has been utilized to sponsor events in the past. She answered questions regarding the Cinco de Mayo and Christmas event from the Council. Mayor Pro Tem Julian Hernandez inquired if there were similar events in the area. Mr. Albert Martinez informed the Council that San Antonio is the nearest City that hosts a Hispanic Heritage Festival. Councilman Robert Villarreal pointed out that information regarding vendors and beer sales had not been provided. Mr. Martinez stated due to a budget not being set he cannot provide accurate information. Councilman Roland Segovia stated this event is a way to promote Pearsall and provide business to the local motels thus providing more Hotel Motel Taxes for the City. Councilwoman Davina Rodriguez stated the City of Dilley held a festival recently and utilized an event coordinator and

it was a success. She went onto explain the Hispanic Heritage Festival with an event coordinator could also be a success if marketed correctly. Mayor Mary Moore stated the City of Dilley did not see a profit for the event they held. Councilwoman Davina Rodriguez stated the City will not directly make a profit but local stores, restaurants and the hotels did. Councilwoman Sonia Hernandez stated she suggested the event because a lot of people are in town for the Homecoming game and high school reunions. Councilman Julian Hernandez stated his concern regarding the events the City hosts is that it usually takes up a lot of staff's time away from normal duties. Councilman Roland Segovia stated an event coordinator would minimize if not eliminate that issue. Councilman Robert Villarreal questioned several items included in the proposed budget. Items questioned were electricity for the amount of \$2500, security to be provided by City PD, trash cans and use of trailers for pickup, as well as Streets staff for the amount of \$840 and Parks and Rec staff for the amount of \$600. He stated City staff should not be utilized if the City is paying for an event coordinator. Mr. Albert Martinez said the RFP did not stat he would not be able to utilize City staff but ensured Council that before them was a just a proposal and the numbers could be adjusted if needed. City Manager Federico Reyes asked the Council when motion is made to increase the in-kind service amount for staff's overtime. Councilman Roland Segovia Motioned to amend the 2018-2019 HOT Fund budget by \$52,000 to be utilized for the Hispanic Heritage Festival. City Manager Federico Reyes clarified the amount being requested was \$51,640 plus contingency dollars to bring the total amount not to exceed up to \$55,000. Councilman Roland Segovia rescinded his motion. Mayor Pro Tem Julian Hernandez Motioned to approve hosting the Hispanic Heritage Festival and to establish a budget not to exceed \$50,000, Second by Councilwoman Brenda Trevino. The Council voted six (6) in favor and one (1) against. Councilwoman Davina Rodriguez, Councilwoman Sonia Hernandez, Councilwoman Brenda Trevino, Councilman Robert Villarreal, Mayor Pro Tem Julian Hernandez and Councilman Richard Gandara motioned in favor. Councilman Roland Segovia explained that he voted against the motion because he wanted to host the event downtown and not at the Civic Center. Motion carries.

B. Discussion and Possible Action awarding the bid for a Hispanic Heritage Festival Event Coordinator.

Councilman Roland Segovia Motioned to select Option A. members of Council explained the item was to award the bid for the event coordinator position. Councilman Robert Villarreal Motioned to award the bid for the Hispanic Heritage Festival Event Coordinator to Mr. Albert Martinez, Second by Councilwoman Sonia Hernandez. The vote in favor of the Motion was unanimous.

5. Public Hearing

A. Open Public Hearing

Councilwoman Davina Rodriguez Motioned to open the Public Hearing at 8:04 PM, Second by Councilwoman Sonia Hernandez. The vote in favor of the Motion was unanimous.

On a proposal to maintain the tax rate of \$.8910 per \$100 valuation on properties on the tax roll from the preceding year. This proposed rate exceeds the lower of effective rate of the rollback tax rate as calculated under Chapter 26, Tax Code.

City Manager Federico Reyes announced the recommendation is to keep the same \$.8910 tax

rate as last year. He listed the effective rate as \$0.855582 and the rollback rate as \$1.149495. Councilwoman Davina Rodriguez requested clarification on behalf of local business owners. Mr. Reyes said the tax rate did not shift from last year's rate. Ms. Isabel Pena asked about the tax levy. Mr. Reyes clarified the tax levy was \$2,718,384. Councilman Roland Segovia announced he would be voting against the tax rate because he voted against the budget due to the fact that he wanted to drop the tax rate. He stated he thinks the Council for the past four (4) years went up drastically on the property tax rate. He was hoping there was enough money in reserves to lower the tax rate. Local resident Ruben Trevino asked if there was any room to lower the taxed to provide some relief. City Manager Reyes said that would be a decision that would have to come from Council. Sales tax and property tax are the biggest revenue for cities.

B. Close Public Hearing

Councilwoman Davina Rodriguez Motioned to Close the Public Hearing at 8:12 PM, Second by Councilwoman Sonia Hernandez. The vote in favor of the Motion was unanimous.

6. Adjournment

There being no further business before the Council and upon a motion by Councilwoman Sonia Hernandez the meeting adjourned at 8:12 PM.

Approved this 14th of April, 2020.

Mary Moore, Mayor

ATTEST:

Krystal Garcia, City Clerk

Minutes of Regular Meeting

The City Council of The City of Pearsall

A Special Meeting of the City Council of the City of Pearsall, Texas will be held on Monday, September 9, 2019, at 6:30 PM at the Pearsall City Hall, 215 S. Ash Street, Pearsall, Texas.

1. Call To Order

The meeting was called to order at 6:45 PM by Mayor Pro Tem Julian Hernandez.

2. Roll Call and Announcement of a Quorum

Council Members Present: Mayor Pro Tem Julian Hernandez, Council Member Sonia Hernandez, Council Member Brenda Trevino, Council Member Robert Villarreal, Council Member Davina Rodriguez

Council Members Absent: Mayor Mary Moore, Council Member Roland Segovia, Council Member Richard Gandara

Staff Present: City Manager Federico Reyes, City Clerk Krystal Garcia, Finance Director Josie Carrizales,

3. Invocation and Pledge of Allegiance

Invocation was led by Councilman Robert Villarreal. Pledge of Allegiance was led by all present.

4. Public Hearing

A. Open Public Hearing

Councilwoman Sonia Hernandez motioned to Open the Public Hearing at 6:46 Pm, Second by Councilwoman Davina Rodriguez. The vote in favor of the Motion was unanimous.

On a proposal to maintain the tax rate of \$.8910 per \$100 valuation on properties on the tax roll from the preceding year. This proposed rate exceeds the lower of effective rate of the rollback tax rate as calculated under Chapter 26, Tax Code.

Upon the advise of City Attorney Bobby Maldonado, Mayor Pro Tem Julian Hernandez announced the Council had been present since 6:30 PM waiting for members of the public and other council members to arrive. Mayor Pro Tem Julian Hernandez announced there were not any members of the public present to speak in regards to the tax rate.

B. Close Public Hearing

Councilman Robert Villarreal Motioned to Close the Public Hearing at 6:47 PM, Second by Councilwoman Davina Rodriguez. The vote in favor of the Motion was unanimous.

5. Adjournment

There being no further business before the Council, the meeting adjourned at 6:48 PM.

Approved this 14th of April, 2020.

Mary Moore, Mayor

ATTEST:

Krystal Garcia, City Clerk

Minutes of Regular Meeting

The City Council of The City of Pearsall

A Regular Meeting of the City Council of the City of Pearsall, Texas will be held on Tuesday, September 10, 2019, at 7:00 PM at the Pearsall City Hall, 215 S. Ash Street, Pearsall, Texas.

1. Call To Order

Mayor Mary Moore called the meeting to order at 7:00 PM.

2. Roll Call and Announcement of a Quorum

Council Members Present: Mayor Mary Moore, Pro Tem Julian Hernandez, Council Member Richard Gandara, Council Member Sonia Hernandez, Council Member Brenda Trevino, Council Member Robert Villarreal, Council Member Davina Rodriguez, Council Member Roland Segovia

Council Members Absent:

Staff Present: City Manager Federico Reyes, City Clerk Krystal Garcia, Finance Director Josie Carrizales, Main Street Program Manager Leah Carrizales, Tourism and Business Dev. Director Cleo Garcia, Chief of Police Peter Salinas, HR Director Ruben Frausto, Utilities Director Rudy Carrizales, Planning and Economic Dev. Director Uche Echeozo, City Attorney Bobby Maldonado

3. Invocation and Pledge of Allegiance

Invocation led by Municipal Court Judge Juan Ponce. Pledge of Allegiance led by all.

4. Citizens to Be Heard

None.

5. Presentation

A. Show of appreciation for Mr. Santos Bernal for the 39 years of dedication to the City of Pearsall and its citizens.

Mr. Santos Bernal took a picture with Council, was given gifts and a certificate for his dedication to the City of Pearsall and it's citizens.

B. Presentation from San Antonio Food Bank.

Mr. Ezra Ortiz wanted to reach out and help citizens with information regarding government benefits.

6. New Business

A. Discussion, presentation and public comment regarding Pearsall Main Street Program.

Mayor Mary Moore said she wanted to be the first to comment on the item because she had been told she had been to quiet about the Main Street Program. She stated a vital downtown does two (2) of many things. One is retain and create jobs in the community which in result increases the tax base. Some though one way to help the downtown area was to become part of the Main Street Program. She said after sixteen (16) months of being part of the program, Pearsall was awarded national accreditation which allows for the City to apply for grants. She asked Ms. Debra Dresher to inform the new council members and remind the other councilors the importance of the program. Ms. Debra Dresher reviewed a presentation regarding the benefits of being a part of the Main Street Program. Councilwoman Davina Rodriguez told Ms. Dresher that she understood the funds for the "Downtown Façade Grant Program" is being funded by the City's General Fund and not by the state. She has a problem with the program using the term "grant" because it's not from the state but from local tax payers. Ms. Dresher said that is a typical economic development model. Mayor Mary Moore announced the Main Street Board Members would be given the chance to speak next. Main Street Member Tiffany Talamantes gave a speech regarding Council's decision to cut the program. Mr. Dave Richey announced Frio Vision Alive was disbanding and the Main Street Program was doing exactly what they intended on doing. Ms. Isabel Pena asked if Main Street has applied for the grants that were previously mentioned. Main Street Manager Leach Carrizales said she and Mr. Reyes had just contacted GrantWorks about applying for grants. Councilman Roland Segovia spoke regarding the contract for the program. He did a records request regarding the approval of the contract- to date nothing has been found showing proof that it was approved by the Council. Mayor Mary Moore stated the Council approved applying for the program; creating the position of a Main Street Director and approved a budget for the program. She said the contract was part of the budget and the actual signing of the contract was just an administrative function done by the former City Manager Charles Jackson. Ms. Dresher said the program does not get into the administrative functions of the City Manager and referred to City Attorney Bobby Maldonado for guidance on the matter. Councilman Roland Segovia informed Ms. Dresher that Pearsall is Home Rule and the Charter does not provide the City Manager the authority to bind the City to any contract without authorization from the City Council. He asked Bobby if the Main Street contracts were valid. City Attorney Bobby Maldonado said the contracts have the former city manager's signature but did he have the authority from Council to sign them is the issue. He stated the resolution allowed the City to apply for the program and allowed for the City to participate in the program if selected but it does not mention the contract. He referred to the Charter saying the City Manager is only authorized to sign contracts after council votes to give him that authority. Councilman Roland Segovia thought the contract should be null and void and inactive because it was never brought to the City Council for consideration. Councilman Robert Villarreal said they have spent over \$100,000 per year to fund the program meanwhile the City has two (2) water wells that have gone down and infrastructure problems. He added that he would prefer to have fresh drinking water than the Main Street Program. He asked if putting the Main Street Program on hold until they City stabilized was an option. Ms. Dresher said there were alternative participation models but because the City had not funded the program for three (3) years, more than likely, the City would not qualify. Council Villarreal said even if the City were to be on a probationary period, they could not afford to fund the program for \$100,000. Mayor Mary Moore asked if he could explain a breakdown of the \$100,000 budget for a citizen. Councilman Villarreal asked staff to provide a breakdown for all present. City Manager Federico Reyes informed the Council that the number to be provided were not

final. Payroll- \$48,285 Supplies- \$12,250, Services- \$42,350, Maintenance- \$1,000 and Capital- \$1,500. The Main Street Budget came to a total of \$105,385.

B. Discuss and Consider authorizing the City Manager to renegotiate jail contract with Frio County.

City Manager Federico Reyes review the contents of the contract and requested the Council allow him to renegotiate the contract with Frio County. Councilman Robert Villarreal Motioned to authorize the City Manager and City Attorney to renegotiate the jail contract with Frio County, Second by Councilwoman Davina Rodriguez. The vote in favor of the Motion was unanimous.

C. Discuss and Consider authorizing the City Manager and the City Attorney to draft rules of decorum of City Council Meetings.

City Manager Federico Reyes said he was asked to draft the Rules of Decorum. He provided a sample to the Council for review and asked for feedback within the following 2 months. He added he will ensure the final draft of rules will be consistent the Charter and current ordinances. Councilman Robert Villarreal asked if the new House Bill regarding citizen's comments during the meeting would be included. Councilman Robert Villarreal motioned to authorize the city manager and city attorney to draft rules of decorum for city council meetings, Second by Councilwoman Brenda. The Council voted six (6) in favor and one (1) against. All but Councilman Roland Segovia voted in favor of the motion.

D. Discuss status of 2016 bond projects and available funding for future projects.

City Manager Federico Reyes said they wanted to provide an update in regards to 2016 CO Bond projects. Rick Garcia from LNV reviewed: Gas Line Project; in which \$18,000 linear feet was completed. Mr. Garcia said the UV System, Street and Utility Improvement Project was completed. Mayor Pro Tem Julian Hernandez asked what percentage of the City did the Gas Line Project cover. He was not sure what percentage of the city that comes out to. Finance Director gave a breakdown of the Gas Line Project ending in the total amount of \$789,000. Mayor Pro Tem Julian Hernandez said the Council was previously told seventy percent (70%) of the City had been completed. Mr. Garcia said he wasn't sure of the percentage but a significant amount was done and they had exceeded Rail Road Commission standards for the next two - three years. Councilwoman Davina asked for the salaries to be brokendown in detail. Councilman Villarreal asked about the 1581 Drainage project. Mr. Garcia said fifty percent (50%) of the design had been completed and cannot move forward until the county does their part clearing out their property. Mr. Reyes said he would meetwith the Judge to move forward on the project. Mayor Pro Tem Julian Hernandez asked when did they contact the County. Mr. Garcia stated initial contactswas 6 months ago; has spoke to the Judge Luna on three (3) seperate occassions. He said he was told it would be placed on the agenda and it has yet to be. Councilman Robert Villarreal asked is the \$105,683.22 could be used for the wells. Mr. Garcia recommended Councilman Villarreal's suggestion. He added the outstanding projects were CDBG, Drainage Project and Annex Building. Council was advised water, streets and waste water were listed as priorities for the upcoming budget.

E. Discuss and Consider traffic study and placement of speed bumps.

Police Chief Peter Salinas provided a copy of the traffic study to the Council for review. He suggested speed bumps or stop signs; whatever would be cost effective. Councilwoman Davina Rodriguez Motioned to Approve one (1) section of speed bumps and the other section have a

three-way stop.

F. Discuss and Consider authorizing the City Manager to enter into an agreement with Peerless Equipment for the repair of the East Plant (Comal) Water Well.

City Manager Federico Reyes informed the council had been down for 3-4 weeks. The Cherry Plant and East Plant wells were both down. The Cost of the repair for the Cherry well will be over \$100,000 but will last for 3-5 years after completion. Councilwoman Sonia Hernandez Motioned to authorize the City Manager to enter into an agreement with Peerless Equipment for the repair of the East Plant water well, Second by Councilwoman Brenda Trevino. The vote in favor of the motion was unanimous.

G. Discussion and Possible Action regarding the Pearsall Main Street Facade Improvement Matching Grant Application for 118 S. Oak Street.

Main Street Manager reviewed Mrs. Rosalinda Onofre's application. Councilman Roland Segovia asked the contracts were not executed correctly do they have to continue with the program. Councilman Robert Villarreal said because the program is not just tied to Main Street but to the City, Ms. Carrizales is just administering the façade program. Councilwoman Davina Rodriguez requested to go on record that because the City had already granted two (2) other applications and because money is budgeted she will be voting in favor of the item but would like to look into the contract in regards to any other applications. She said they should not accept anymore applications until the contract issue is cleared up. Councilman Robert Villarreal Motioned to Approve, Second by Mayor Pro Tem Julian Hernandez. The council voted six (6) in favor and one (1) against. All but Councilman Roland Segovia voted in favor. Motion carries.

7. Staff Reports

A. Monthly reports from staff.

City Manager Federico Reyes informed Council that a gentleman contacted him about the Census, looking for members to join the Census committee.

8. Review of Bills Paid

A. Bills Paid

Councilman Roland Segovia asked Finance Director Josie Carrizales about a payment made to Raul Carrizales in the amount of \$11,899.24. She stated they were old PO's and was not a bill that had recently paid. He requested a copy of the invoice and asked why was the Council just seeing it. She stated she would have to look into it. Mayor Pro Tem Julian Hernandez asked about Vulcan Construction. Josie Carrizales said the cost was due to an order for asphalt to complete projects by Ted Flores Elementary.

9. City Council Inquiries For Staff And/Or Items For Future Agendas – NO DISCUSSION OR ACTION ON ANY OF THESE ITEMS AT THIS TIME

Councilman Robert Villarreal requested to place the Event Coordinator contract on the next agenda. The request was supported by Councilwoman Sonia Hernandez and Councilwoman Davina Rodriguez.

Councilman Roland Segovia said he had been requesting speed bumps for Medina, Bernal and Pecos Street. Councilwoman Davina Rodriguez and Councilwoman Sonia Hernandez supported the request.

10. General Announcements

Planning and Economic Development Director Uche Echeozo introduced the new forms for Certificate of Occupancy, building permits and to establish electrical services.

11. Adjournment

There being no further business before the Council the meeting adjourned at 9:44 PM.

Approved this 14th of April, 2020.

Mary Moore, Mayor

ATTEST:

Krystal Garcia, City Clerk

Minutes of Regular Meeting

The City Council of The City of Pearsall

A Special Meeting of the City Council of the City of Pearsall, Texas will be held on Monday, September 16, 2019 at 6:00 PM at the Pearsall City Hall, 215 S. Ash Street, Pearsall, Texas.

1. Call To Order

Mayor Pro Tem Julian Hernandez called the meeting to order at 6:00 PM.

2. Roll Call and Announcement of a Quorum

Council Members Present: Mayor Pro Tem Julian Hernandez, Council Member Sonia Hernandez, Council Member Brenda Trevino, Council Member Robert Villarreal, Council Member Roland Segovia, Council Member Davina Rodriguez

Council Members Absent: Mayor Mary Moore, Council Member Richard Gandara

Staff Present: City Manager Federico Reyes, City Clerk Krystal Garcia, Finance Director Josie Carrizales, Planning and Economic Dev. Director Uche Echeozo, City Attorney Carlos Hernandez

3. Invocation and Pledge of Allegiance

Invocation led by Councilman Robert Villarreal. Pledge of Allegiance led by all present.

4. New Business

A. Discuss and Consider Authorizing the City Manager to enter into and execute the contract for the Hispanic Heritage Festival Event Coordinator.

The City Council reviewed "Budget B" and altered the venue to be the Polo Patino Park. Councilwoman Sonia Hernandez inquired if the alcohol vendor was local. She was advised it would be a local vendor but was not informed who it would be. Councilman Robert Villarreal inquired if there would be a cover charge for entry. City Manager Federico Reyes informed him that there would not be a cover charge but 10% of the alcohol sales would be given to the City. Councilman Roland Segovia stated the hotels and motels needed to be made aware of the event so they could better anticipate the volume of customers. Councilman Robert Villarreal Motioned to authorize the City Manager to enter into a contract utilizing "Budget B" not to exceed \$50,000 and the venue to be Polo Patino Park. Second by Councilwoman Sonia Hernandez. The vote in favor of the Motion was unanimous.

B. Discuss and Consider amending the budget for the Hispanic Heritage Festival utilizing HOT Funds.

Councilwoman Davina Rodriguez Motioned to amend the budget for the Hispanic Heritage Festival to not exceed \$50,000. Second by Councilwoman Sonia Hernandez. The vote in favor

of the Motion was unanimous.

5. Adjournment

There being no further business before the Council and upon a Motion by Councilman Robert Villareal the meeting adjourned at 6:17 PM.

Approved this 14th of April, 2020.

Mary Moore, Mayor

ATTEST:

Krystal Garcia, City Clerk

Minutes of Regular Meeting

The City Council of The City of Pearsall

A Special Meeting of the City Council of the City of Pearsall, Texas will be held on September 23, 2019, at 6:30 PM at the Pearsall City Hall, 215 S. Ash Street, Pearsall, Texas.

1. Call To Order

Mayor Pro Tem Called the meeting to order at 6:30 PM.

2. Roll Call and Announcement of a Quorum

Council Members Present: Mayor Mary Moore, Mayor Pro Tem Julian Hernandez, Council Member Sonia Hernandez, Council Member Brenda Trevino, Council Member Robert Villarreal, Council Member Roland Segovia, Council Member Richard Gandara

Council Members Absent: Council Member Davina Rodriguez

Staff Present: City Manager Federico Reyes, City Clerk Krystal Garcia, Finance Director Josie Carrizales,

3. Invocation and Pledge of Allegiance

Invocation led by Councilman Robert Villarreal. Pledge of Allegiance led by all.

4. New Business

A. Discuss and Consider Ordinance No. 2019-09-01 to Establish the Tax Rate and Levy for the City of Pearsall for the Fiscal Year beginning October 1, 2019 and ending September 30, 2020.

City Manager Federico Reyes reviewed the tax rate and the impact it would make on the proposed budget. Mayor Pro Tem Julian Hernandez Motioned to Approve Ordinance No. 2019-09-01, Second by Councilman Robert Villarreal. The Council voted 5 in favor and 1 against. Mayor Pro Tem Julian Hernandez, Councilman Robert Villarreal, Councilman Richard Gandara, Councilwoman Brenda Trevino, Councilwoman Sonia Hernandez voted in favor. Councilman Roland Segovia voted against. Motion passes.

5. Adjournment

There being no further business before the Council the meeting adjourned at 6:40 PM.

Approved this 14th of April, 2020.

Mary Moore, Mayor

ATTEST:

Krystal Garcia, City Clerk

Minutes of Regular Meeting

The City Council of The City of Pearsall

A Special Meeting of the City Council of the City of Pearsall, Texas will be held on September 27, 2019, at 6:30 PM at the Pearsall City Hall, 215 S. Ash Street, Pearsall, Texas.

1. Call To Order

Mayor Mary Moore called the meeting to order at 6:31 PM.

2. Roll Call and Announcement of a Quorum

Council Members Present: Council Member Roland Segovia, Mayor Pro Tem Julian Hernandez, Council Member Sonia Hernandez, Council Member Brenda Trevino, Councilman Robert Villarreal

Council Members Absent: Council Member Davina Rodriguez, Council Member Richard Gandara

Staff Present: City Manager Federico Reyes, City Clerk Krystal Garcia, Finance Director Josie Carrizales, Tourism and Business Dev. Director Cleo Garcia, Fire Chief Placido Aguilar, Administrative Assistant Estrellita Ballesteros

3. Invocation and Pledge of Allegiance

Invocation led by Councilman Robert Villarreal. Pledge of Allegiance led by all present.

4. New Business

A. Discuss and Consider Ordinance No. 2019-09-04 Adopting the City of Pearsall's Proposed Annual Appropriations Budget for the Fiscal Year beginning October 1, 2019 and ending September 30, 2020.

City Manager Federico Reyes, Jr announced the public is able to speak regarding the budget. Mr. Reynaldo Trevino pointed out the proposed budgeted "Fines" line item for the amount of \$10,000. He stated he did not want the Police Chief to feel pressured to issue tickets because of the budget. He expressed concern over not seeing contingency line items through the budget. He encouraged the City to develop an interlocal agreement with the County to fix City streets. He asked for clarification regarding the \$600,000 in Administration because it seemed to be top heavy. He asked staff to make sure a penalty would not be imposed due to the Main Street Program being cut from the budget. City Manager Federico Reyes, Jr. identified the new positions throughout the entire budget as the following: Planner, Building Inspector, two (2) Animal Control/Code Enforcement Officers - one (1) of which will be coming from a lateral move of the City's current Code Enforcement Officer, five (5) Street personnel, a Utility Billing Clerk, a Public Works Director. He shifted "Facilities" to fall under the Parks and Rec. Department. He added a GIS (Geographical Information System) Technician to create/update maps of the City's infrastructure. Mayor Mary Moore called from questions from the Council

and did not receive a response. Mayor Pro Tem Julian Hernandez Motioned to approve Ordinance No. 2019-09-04, Second by Councilman Robert Villarreal. The Council voted four (4) in favor, one (1) against and two (2) absent. Councilman Robert Villarreal, Mayor Pro Tem Julian Hernandez, Councilwoman Brenda Trevino and Councilwoman Sonia Hernandez voted in favor. Councilman Roland Segovia voted against. Councilwoman Davina Rodriguez and Councilman Richard Gandara were absent from the meeting.

B. Discuss and Consider Ordinance No. 2019-09-02 Amending the Adopted Budget for the Fiscal Year beginning October 1, 2018.

Fire Chief Placido Aguilar informed the Council of the PVFD Jaws of Life broke down the year before. He stated the Fire Department went out for bids and found a set for \$27,376.94. Finance Director Josie Carrizales reviewed Exhibit A from Ordinance No. 2019-09-02 allocating increased funding from ESD to assist in purchasing a Jaws of Life in the amount of \$27,376.94; in which, a portion of the current budget would cover majority of the cost with the additional funding of \$12,364.84 to cover the total expenditure. Councilman Robert Villarreal Motioned to Approve Ordinance No. 2019-09-02 and "Exhibit A", Second by Councilman Roland Segovia. The vote in favor of the Motion was unanimous.

C. Discuss and consider Ordinance No. 2019-02-03 Amending the Adopted Budget for the Fiscal Year beginning October 1, 2018.

City Manager Federico Reyes, Jr. explained the amendment was to cover the purchase of two (2) ACO compartment units for the police department. He explained both the City Manager and Code Compliance vehicles would be turned over for ACO use. Mayor Pro Tem recommended informing the citizens of the current Animal Control Ordinance. Councilman Robert Villarreal Motioned to Approve Ordinance No. 2019-09-03, Second by Councilman Roland Segovia. The vote in favor of the Motion was unanimous.

D. Discuss and Consider Authorizing Pearsall Volunteer Fire Department to purchase a set of Jaws of Life.

No discussion. Mayor Pro Tem Julian Hernandez Motioned to Authorize the Pearsall Volunteer Fire Department to purchase a set of Jaws of Life, Second by Councilwoman Sonia Hernandez. The vote in favor of the Motion was unanimous.

5. Adjournment

There being no further business before the Council the meeting adjourned at 6:59 PM.

Approved this 14th of April, 2020.

Mary Moore, Mayor

ATTEST:

Krystal Garcia, City Clerk

Minutes of Regular Meeting

The City Council of The City of Pearsall

A Special Meeting of the City Council of the City of Pearsall, Texas will be held on Saturday, December 21, 2019, at 12:00 PM at the Pearsall City Hall, 215 S. Ash Street, Pearsall, Texas.

1. Call To Order

Mayor Mary Moore called the meeting to order at 12:00 PM.

2. Roll Call and Announcement of a Quorum

Council Members Present: Mayor Mary Moore, Mayor Pro Tem Julian Hernandez, Council Member Richard Gandara, Council Member Sonia Hernandez, Council Member Brenda Trevino

Council Members Absent: Council Member Davina Rodriguez, Council Member Robert Villarreal, Council Member Roland Segovia

Staff Present: City Manager Federico Reyes, City Clerk Krystal Garcia, Finance Director Josie Carrizales, Main Street Program Manager Leah Carrizales, Tourism and Business Dev. Director Cleo Garcia, Chief of Police Peter Salinas, HR Director Ruben Frausto, Utilities Director Rudy Carrizales, Planning and Economic Dev. Director Uche Echeozo, City Attorney Bobby Maldonado, Parks and Recreation Director Ramiro Otero

3. Invocation and Pledge of Allegiance

Invocation was led by Municipal Court Judge Juan Ponce. Pledge of Allegiance led by all.

4. Public Hearing

A. Open Public Hearing

Councilwoman Sonia Hernandez Motioned to open the public hearing at 12:04 PM, Second by Councilwoman Brenda Trevino. The vote in favor of the Motion was unanimous.

On a request for a Conditional Use Permit by Ms. Amalia Velasquez for her daughter, Marivel Valle, to place a 2018 double wide 32' x 58' manufactured home. Property's legal description being the West half of Lot 5 & all of Lot 6, Block 125, Pearsall Addition. Located at 320 West Leona St. Property is currently zoned as an R-1; Single & Two Family Dwelling District.

City Planner Estrellita Ballesteros told the Council she did not receive a negative response to the twenty (20) letters sent out to the surrounding property owners. The Planning and Zoning Commission recommended approval of the placement of the manufactured home. Mayor called for questions and comments. Mayor Pro Tem Julian Hernandez asked if it had been postponed due to paperwork. Ms. Ballesteros explained the current zoning ordinance calls for the Council

to act after setting a public hearing.

Close Public Hearing

Mayor Pro Tem Julian Hernandez Motioned to close the public hearing at 12:05 PM, second by Councilwoman Sonia Hernandez. The vote in favor of the Motion was unanimous.

B. Open Public Hearing

Councilwoman Brenda Trevino Motioned to open the public hearing at 12:05 PM, second by Councilwoman Sonia Hernandez. The vote in favor of the Motion was unanimous.

On a request for a Conditional Use Permit by Mr. Omar Castillo to place a 2020 single wide 16' x 80' manufactured home. Property's legal description being Lot 4, Block N, Pearsall Addition. Located at N. Peach St. Property is currently zoned as an R-1; Single & Two Family Dwelling District.

City Planner Estrellita Ballesteros told the Council she did not receive a negative response to the twenty (20) letters sent out to the surrounding property owners. The Planning and Zoning Commission recommended approval of the placement of the manufactured home. Mr. Castillo was present to answer questions from Council. Council did not have questions.

Close Public Hearing

Councilwoman Brenda Trevino motioned to Close the Public Hearing at 12:06 PM, second by Councilwoman Sonia Hernandez. The vote in favor of the Motion was unanimous.

5. New Business

A. Discuss and Consider Ordinance No. 2019-12-04 allowing for the placement of a 2018 double wide 32' x 58' manufactured home. Property's legal description being the West half of Lot 5 & all of Lot 6, Block 125, Pearsall Addition. Located at 320 West Leona St. Property is currently zoned as an R-1; Single & Two Family Dwelling District.

Mayor Pro Tem Julian Hernandez Motioned to Approve both Ordinance No. 2019-12-04 and Ordinance No, 2019-12-05, Second by Councilwoman Sonia Hernandez. The vote in favor of the Motion was unanimous.

B. Discuss and Consider Ordinance No. 2019-12-05 for a Conditional Use Permit by Mr. Omar Castillo to place a 2020 single wide 16' x 80' manufactured home. Property's legal description being Lot 4, Block N, Pearsall Addition. Located at N. Peach St. Property is currently zoned as an R-1; Single & Two Family Dwelling District.

Mayor Pro Tem Julian Hernandez Motioned to Approve both Ordinance No. 2019-12-04 and Ordinance No, 2019-12-05, Second by Councilwoman Sonia Hernandez. The vote in favor of the Motion was unanimous.

C. Discuss city council vacancies, city charter, election law and Texas constitutional provisions as it relates to filling these vacancies and determine a date for possible action on these vacancies.

Mayor Mary Moore explained the process the Council took to fill vacancies in the past by advertising the vacancies, accepting applications, interviewing and then appointing. She recommends following the same process. Mayor Pro Tem stated the Council has kept holdovers on the Council as well as utilized the application process mentioned by Mayor. Mayor Mary

Moore asked City Attorney Bobby Maldonado if the resignations had to be accepted by the Council. Mr. Maldonado explained Councilman Richard Gandara's written resignation became effective the eighth day after it was filed with the City Clerk. Councilman Robert Villarreal's filing in the County Election caused an automatic vacancy by the Charter. He went on to explain the Council did not have to take action in terms of letters of resignation - both vacancies are effective. He informed Council that the Charter reads "...when there are no more than two (2) vacancies the Council shall appoint a successor" He explained the charter does not offer a timeframe in which the process must take place nor does it allow holdovers to vote on any replacements. He stated the task would fall to the six (6) Council Members that he listed as five (5) remaining council members and Mayor to vote in the event of a tie. City Manager Federico Reyes stated he would not place the item on the agenda that it should come from within the Council. Councilwoman Sonia Hernandez asked if they could stay on as holdover until the May Election. Mr. Maldonado said they could but the election is 5 months away and that provision was created to keep councils from operating short for long periods of time. Citizen Aurora Garza asked how long does the holdover status last. Mr. Maldonado said it would last until their successors were appointed. City Manager Reyes announced the next two (2) meetings were scheduled for January 7, 2020 and January 14, 2020.

6. Adjournment

There being no further business before the Council the meeting adjourned at 12:33 PM.

Approved this 14th of April, 2020.

Mary Moore, Mayor

ATTEST:

Krystal Garcia, City Clerk

CITY OF PEARSALL, TEXAS
PUBLIC NOTICE

At its meeting to be held at City Hall located at 215 South Ash Street, Pearsall, Texas on April 14, 2020, at 6:30 p.m., the City Council (the “City Council”) of the City of Pearsall, Texas (the “City”) will consider re-engaging Escamilla & Poneck, LLP (“E&P”), as bond counsel, in connection with the future issuances of bonds or other obligations of the City (the “Bonds”).

Pursuant to Section 2254.1036, Texas Government Code, the following written notice is given to the public:

- (A) The reason for pursuing issuance of Bonds in the future (the matter that is the subject of the legal services for which E&P would be retained) is to finance one or more projects or infrastructure improvements of the City in the future or to refinance (refund) previously issued Bonds in the future. The desired outcome of the matter is to ensure any Bonds issued in the future are done so in accordance with state, federal tax and securities law.
- (B) E&P has a nationally recognized public finance practice and has provided public finance legal services since 1992. E&P has advised numerous clients on state, federal tax and securities law matters in connection with the issuance of hundreds of public finance transactions. Furthermore, E&P is intimately familiar with the public finance matters of the City as it has served as Bond Counsel to the City since March 2012 and has assisted the City with various financings for public improvements. Additionally, the Firm has knowledge of the City’s community through its representation of both Frio County and Pearsall ISD as Bond Counsel.
- (C) As noted above, E&P has served as the City’s Bond Counsel since March 2012 but has no other relationship with the City or the City Council.
- (D) Bond Counsel services are highly specialized legal services involving guidance in state, federal tax and securities law. Additionally, public finance industry standards necessitate the engagement of outside Bond Counsel. As such, legal services cannot be adequately performed by the attorneys and supporting personnel of the City.
- (E) E&P provides its services on a fixed, contingency fee basis with such fee being paid from Bond proceeds. The City cannot reasonably engage attorneys for bond counsel services under hourly fee contracts without contingency because then the City would have to pay such bond counsel fees from the City’s unrestricted general funds or other lawfully available funds, if any, regardless of whether the Bonds are successfully issued, and such funds are limited and needed for other uses.
- (F) A contingency fee contract for bond counsel services is in the best interest of the residents of the City because the fees are fixed and only become due and payable when Bonds are successfully issued.

POSTED AND DATED: April 9, 2020.

THE STATE OF TEXAS §
COUNTY OF FRIO §
CITY OF PEARSALL §

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Section 4. It is officially found, determined and declared that the meeting at which this resolution was adopted was open to the public and public notice of the time, place, and subject matter of this meeting and the notice required by Section 2254.1036, Texas Government Code, was given, all as required by Chapter 551, Texas Government Code.

Section 5. This resolution shall be in force and effect from and after its final passage, and it is so resolved.

[The remainder of this page intentionally left blank]

PASSED, ADOPTED AND APPROVED on this the ____ day of _____, 2020.

(CITY SEAL)

Mayor
City of Pearsall, Texas

City Clerk
City of Pearsall, Texas

EXHIBIT A

PUBLIC NOTICE

**ORDINANCE
No. 2020-04-01**

**AN ORDINANCE OF THE CITY OF PEARSALL, TEXAS, REPEALING
ORDINANCE NO. 2016-11-01 (MONTHLY WATER AND GARBAGE
ACCOUNT SURCHARGES); PROVIDING FOR REPEALING, SAVINGS
AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, the City Council of Pearsall ("City Council") previously adopted Ordinance No. 2016-11-01 establishing a monthly water surcharge of \$6.50 and a monthly garbage account surcharge of \$3.60; and

WHEREAS, the City Council has investigated and determined that Ordinance No. 2016-11-01 is no longer needed; and

WHEREAS, the City Council seeks to repeal Ordinance No. 2016-11-01.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Ordinance No. 2016-11-01 Repealed. Pearsall Ordinance No. 2016-11-01 is hereby repealed in its entirety. The effective date of the repeal of Ordinance No. 2016-11-01 discussed in this Section is May 1, 2020 and affects all May utility billing cycles. Such repeal shall not abate any pending prosecution and/or lawsuit or prevent any prosecution and/or lawsuit from being commenced for any violation of Ordinance No. 2016-11-01, occurring before the effective date of this Ordinance.

SECTION 4: Severability Clause. Should any article, section, subsection, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City of Pearsall hereby declares that it would have adopted this Ordinance, and each article, section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one of or more articles, section, subsection, sentence, clause or phrase be declared unconstitutional or invalid.

SECTION 5: Repealing/Savings Clauses. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6: Effective Date. This Ordinance shall become effective from and after its adoption as required by the City Charter and by law.

PASSED, ADOPTED AND APPROVED this 14th day of April, 2020.

Mary Moore, Mayor

ATTEST:

Krystal Garcia, City Clerk

APPROVED AS TO FORM:

City Attorney

ORDINANCE NO. 2020-04-04

AN ORDINANCE OF THE CITY OF PEARSALL, TEXAS, SUSPENDING THE ORDINANCE OF 9-13-1995 (HOTEL OCCUPANCY TAX) AND THE PROVISIONS IN 40 ART IV HOTEL OCCUPANCY TAX OF THE CODE OF ORDINANCES; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of Pearsall ("City Council") previously adopted the Ordinance of 9-13-1995 authorizing the imposition of a Hotel Occupancy Tax within the City of Pearsall; and

WHEREAS, the Ordinance of 9-13-1995 was codified in the City of Pearsall Code of Ordinances in 40 Art IV Hotel Occupancy Tax; and

WHEREAS, the City Council has determined that the Ordinance of 9-13-1995 and City of Pearsall Code of Ordinances 40 Art IV Hotel Occupancy Tax should be suspended for a period of six months.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Ordinance of 9-13-1995 and 40 Art IV Hotel Occupancy Tax Suspended. The provisions of the Ordinance of 9-13-1995 that was codified in the City of Pearsall Code of Ordinances in 40 Art IV Hotel Occupancy Tax and any amendments thereto are hereby suspended in their entirety for a period of six months. The suspension is effective from May 1, 2020 to October 31, 2020. Such suspension shall not abate any pending prosecution and/or lawsuit or prevent any prosecution and/or lawsuit from being commenced for any violation of the Ordinance of 9-13-1995 or the City of Pearsall Code of Ordinances 40 Art IV Hotel Occupancy Tax, occurring before the effective date of this Ordinance.

SECTION 3: Staff Direction. The City Manager is directed to communicate with the Texas Comptroller of Public Accounts, appropriate state and local officials, and all affected hotels to implement the suspension of the Ordinance of 9-13-1995 and the provisions of the City of Pearsall Code of Ordinances 40 Art IV Hotel Occupancy Tax.

SECTION 4: Severability Clause. Should any article, section, subsection, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City of Pearsall hereby declares that it would have adopted this Ordinance, and each article, section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one of or more articles, section, subsection, sentence, clause or phrase be declared unconstitutional or invalid.

SECTION 5: Repealing/Savings Clauses. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6: Effective Date. This Ordinance shall become effective from and after its adoption as required by the City Charter and by law.

PASSED, ADOPTED AND APPROVED this 14th day of April, 2020.

Mary Moore, Mayor

ATTEST:

Krystal Garcia, City Clerk

APPROVED AS TO FORM:

City Attorney

City Council Agenda

Approved for Agenda:
FR
City Manager's Office

MEETING DATE: 04/14/20

TO: City Council

FROM: Federico Reyes, City Manager

SUBJECT: Discuss and consider authorizing the city manger to award, negotiate and enter into a contract with Albert Martinez, DBA Motormouth Entertainment, in amount not excced \$75,000 for event coordinator services for the Hispanic Heritage Festival

Purpose:

The city manager's office is requesting authorization to award, negotiate and enter into a contract with contract with Albert Martinez, DBA Motormouth Entertainment, for event coordinator services for the Hispanic Heritage Festival. The city council authorized the issuance of a request for proposal (RFP) for this service January 2020. A revised RFP was issued March 2, 2020 (See attached RFP). Proposals were accepted until March 30, 2020. Two proposals were received. Based on scoring criteria, Motormouth Entertainment is the proposer that provides the best value to the city. As such, city staff recommends the award of this contract to Motormouth Entertainment.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

If this item is approved, contract negotiations will commence. Once contract is executed, funding will be need to be made available to secure bands, promotions and other planning efforts. Total costs for this event will not exceed \$75,000.

Discussion:

No other events that require event coordinator services have been identified at this time.

Negotiated contract will be on file with city secretary.

Event Coordinator Proposal

HISPANIC HERITAGE FESTIVAL

MOTORMOUTH ENT. DBA



P.O. Box 805
Pearsall, TX, 78061
830-444-1098

motormouthugtr@yahoo.com

MOTORMOUTH ENTERTAINMENT

PROPOSAL FOR

1ST ANNUAL HISPANIC HERITAGE FESTIVAL

Company Overview

Motormouth Entertainment (ME) was established in 1990. Today the company has grown to become one of the leading sound and entertainment agencies in South Texas. The agency provides elite sound production for national and international clientele, as well as PR services, DJ Entertainment, and booking agency services.

PROPOSAL OVERVIEW

ME recommends hosting the event at Polo Patino Park in Pearsall, Texas. Please note that hosting the event in any other location will require additional resources and therefore incur additional costs. ME's preferred location is for hosting the event at Polo Patino Park due to the ample parking, fencing, and restroom facilities as well as a covered pavilion.

ME will donate at least 20% of the profits from alcohol sales to the City and is partnering with several businesses, including nonprofits, to host a successful event. ME has also reached out to the local High School clubs and organizations to participate at the event.

ME also seeks to secure support from the City's Parks and Recreation Department for the clean-up/trash removal during and after the event and will place the City's sponsorship banner in a prominent location at the event.

The Objective

The Event Coordinator will plan, organize and execute any and all activities necessary for the City of Pearsall to host a successful first annual Hispanic Heritage Festival which will be held (TBD). In addition, the event coordinator agrees to be responsible for marketing, promoting, planning and executing all activities as it relates to this event to secure between 5,000 to 10,000 people over the two-day event.

OUR PROPOSAL

Draft Proposed Budget will be for the event coordinator to execute all aspects of the objective mentioned to take place at Polo Patino Park for the amount of \$75,000.00.

Execution Strategy

Our execution strategy incorporates proven methodologies, extremely qualified personnel, and a highly responsive approach to managing deliverables. Following is a description of our project methods, including how the project will be developed, a proposed timeline of events, and reasons for why we suggest developing the project as described.

Based on past events ME has conducted for the City of Pearsall we propose the following:

Event Times: Date TBD, SAT from 3pm to 1:00 AM
Date TBD, SUN from 3pm to 11:30 PM

Location: Polo Patino Park

Vendors: Will secure up to a dozen food and craft vendors, several of which will be nonprofits such as schools and/or Churches.

Alcohol Vendor: Event Coordinator will enter into a contract with local businesses to provide the alcohol and make sure all TABC rules are followed. Alcohol vendors agree to donate at least 10% of the profits from the alcohol sales to the City of Pearsall.

Marketing: ME will contract with 98.9 KLMO out of San Antonio to run radio spots to target over 150,000 listeners. ME will also utilize email marketing, social media, and produce posters/flyers to promote the event across South Texas

Entertainment: ME has been in contact with headlining national and International performers to participate. These performers always guarantee large attendance numbers. Pending further discussions with the City, the names of these entertainers are not to be disclosed at this time in order to protect their interests and not expose them to any harassing phone calls as has happened in the past with City of Pearsall proposals/contracts.

ME will secure four leading bands/performers for each night, please note these performers have a reputation that guarantees large crowds, in addition ME will reach out to local entertainers to perform in between band setup times.

Please feel free to call ME to discuss the entertainment in more detail.

Deposits Required

The following deposit amount and final payment are required by due dates discussed and agreed upon by the City of Pearsall and ME to meet project milestones. The deposit and final payment must be provided on schedule. The due dates are to be determined.

Draft Proposed Budget	Due Date*
Deposit Amount (need ASAP to lock in performers)	Date TBD
Final Payment Amount (due before event to be able to get cash and pay bands/crew in cash)	Date TBD

QUALIFICATIONS

ME is continually proven to be an industry leader for high quality guaranteed product/service in the following ways

- CEO/owner Albert Martinez has over 30 years experience in the entertainment and PR industry with connections to leading promoters, agents, and production crews This allows him to negotiate the most affordable contracts, saving clients thousands of dollars
- Motormouth Entertainment has provided the most affordable high-end sound and lighting production, road crew, and booking services for the City of Pearsall's events over the past three years. These events included Cinco de Mayo, 4th of July, Christmas, and other events which featured AJ Castillo, Michael Salgado, Marcos Orozco, Elida Reyna, La Mafia, David Lee Garza, Erick Sanchez "Massore", Las Fenix, etc.
- Through his reputation, residents and those beyond for his dedication and exceeding their expectations to always put on a successful event. has garnered the recognition and support of local

CONCLUSION

We look forward to working with the Draft Proposed Budget.

We are confident that we can meet the challenges ahead and stand ready to partner with the City of Pearsall in delivering a successful festival.

If you have questions on this proposal, feel free to contact Albert Martinez at your convenience by email at motormouthugtr@yahoo.com or by phone at 830-444-1098.

We will be in touch with you next week to arrange a follow-up conversation on the proposal

Thank you for your consideration.

Request for Proposals

for

Event Coordinator for City of Pearsall

****THIS IS AN UPDATE TO A PREVIOUSLY ISSUED RFP****

Proposals for this requirement will be accepted until 2:00 P.M. on March 31, 2020

Proposals May be Mailed or Delivered to:

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

No Late Proposals Will Be Accepted

NOTICE TO PROPOSERS:

1. 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, PROVIDE PROPERLY EXECUTED BONDS (IF APPLICABLE) AND PROVIDE INSURANCE SPECIFICALLY AS REQUIRED WITHIN THE CONTRACT DOCUMENTS **WITHIN 21 DAYS** OF THE EVENT DATE.
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

Event Coordinator

Event	Date*
RFP Released	February 28, 2020
Cutoff Date for inquiries and clarification	March 26, 2020
Proposal Due Date.....	March 31, 2020
Intended Date for Contract Award	April 14, 2020

*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 the City Manager.

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. Many Requests for Proposals are 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, 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 an RFP.

Conditions

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 City Manager.
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 agenda. 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 title.
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.

1. GENERAL INFORMATION

1.1. INTRODUCTION

THE CITY OF PEARSALL (CITY) INVITES SEALED PROPOSALS FROM AN EXPERIENCED AND WELL-QUALIFIED EVENT COORDINATOR TO PLAN, ORGANIZE AND EXECUTE ANY AND ALL ACTIVITIES NECESSARY FOR THE SUCCESS OF THE CITY OF PEARSALL HISPANIC HERITAGE FESTIVAL.

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 the proposer 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 department.

- 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 of 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 by the deadline described in the Schedule of Events. All written correspondence must be addressed to:

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

FAX: (830) 334-4750

e-mail: krystal.garcia@cityofpearsall.org

Format for inquiries:

1.10. 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.

1.11. 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.

1.12. OFFER PRICING

Offerors must respond to this RFP by providing cost of service. The cost summary 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.

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

1.13. ALTERNATE PROPOSALS

Offerors may submit, at their option, multiple proposals, in which case each proposal shall be

evaluated as a separate document.

1.14. SUBMITTING A SEALED PROPOSAL

1.14.1. Number of copies and Location:

- 1.14.1.1. Offerors must submit one original, 2 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.
- 1.14.1.2. 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.

1.14.2. Each Offeror who submits a proposal represents that:

- 1.14.2.1. The proposal is based upon an understanding of the specifications and requirements described in this RFP.
- 1.14.2.2. 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.
- 1.14.2.3. 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.

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

1.14.4. A proposal may not be modified, withdrawn or canceled by the offeror for a 60-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.

1.15. 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.

1.16. BONDING REQUIREMENTS

Intentionally Omitted

1.17. 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.

1.18. SUBCONTRACTING

1.18.1. 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.

- 1.18.2. 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.

1.19. 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.

1.20. 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.

1.21. CONTRACT PROVISIONS AND TERMS

1.21.1. Contract Execution

- 1.21.1.1. 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.

1.21.2. Terms and Conditions

Omitted

1.21.3. Exceptions to Contract Terms & Conditions

Omitted

- 1.21.4. 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 five (5) years, at the City's option.

1.21.5. 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.

1.21.6. Escalation

Annual escalation of this contract award will be determined by the city council and is contingent upon the approval of the city's annual budget and funds appropriated for each respective event.

2. PROPOSAL WAIVERS:

Comment [EEP1]: Page: 4
This Paragraph may be deleted or revised depending upon the subject of the RFP.
Delete this comment.

Comment [EEP2]: Page: 4
User shall insert the number of years for initial term.

Comment [EEP3]: Page: 4
Normally one year.

Comment [EEP4]: Page: 4
This number may be reduced but not enlarged Delete this Comment.

- 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 INCLUDING BUT NOT LIMITED TO THE CONTRACT. 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 CONSULTANT SERVICES

It is the intent of this RFP process to identify and engage an experienced and qualified event coordinator to plan and execute the City of Pearsall's Hispanic Heritage Festival for the 2020 calendar year. Offerors may provide a proposal for one or more events covered in this RFP. Events may be awarded on a per event basis or comprehensively.

- 1. The City has identified several key requirements that are important components to each proposal. The successful proposer will be required to provide, at a minimum, the services below:
 - a. Plan, organize and execute any and all activities necessary for the success for the event or events for which interest in shown
 - b. Meet with city staff to discuss and coordinate plans and discuss any request for in-kind services from the city.
 - c. Prepare a budget and any pre/post reports required by the city or state statute for event/s
 - d. Allow the city to audit and request documentation as it relates to any expenses for event/s

- e. Attend city council meeting/s and answer any questions the city council may have related to event/s
- f. Each event will have a budget not to exceed \$50,000 (\$100,000 total)
- g. Proposer should have sufficient detail explaining activities and events that will take place
- h. Proposers are encouraged to be creative, yet realistic in determining elements of the proposed event
- i. Proposer will be allowed to submit proposal for one or both events
- j. Events are tentatively scheduled for July 3rd and 4th and October 16-17, but are subject to change
- k. Venue will be determined by event coordinator

4. OFFEROR QUALIFICATIONS

4.1. 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.

4.2. 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.

4.3. 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): Evaluation Process

4.4. EVALUATION PROCEDURE

4.4.1. Committee Actions

- 4.4.1.1. The evaluation committee will separate proposals into “responsive” and “non-responsive” proposals. Non-responsive proposals will be eliminated from further consideration.
- 4.4.1.2. 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.
- 4.4.1.3. Responses must be complete and address the criteria listed.

4.5. EVALUATION CRITERIA

4.5.1. The evaluation committee shall screen and rate all of the responses that are submitted. Evaluation ratings will be on a 100-point scale and shall be based on the following criteria:

- 4.5.1.1. Completeness – The degree to which the submittal is fully complete relative to the requirements listed herein. (25 points)
- 4.5.1.2. Event Coordinator Experience – Experience in planning, financing, and executing events. Successful prior event planning experience. A list of events planned and/or coordinated should be attached to proposal (25 points)
- 4.5.1.3. Partnership with local community – The proposal should include a detailed description of local partnerships the selected event coordinator will have with the community. (25 points)
- 4.5.1.4. Project Proforma and Financing – Offeror shall provide a pro forma illustrating anticipated cost and financing of event/s

- 4.5.2. City staff shall enter into contract negotiations with the most qualified Vendor. These negotiations will address the scope such that the City's objectives are achieved, potentially expanding beyond the scope shown.
- 4.5.3. When services and fees are agreed upon, the selected Vendor shall be offered a contract subject to City Council approval.
- 4.5.4. Should negotiations be unsuccessful, the City shall enter into negotiations with the next, highest ranked Vendor. The process shall continue until an agreement is reached with a qualified Vendor.

This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. The RFP remains the property of the City.

5. PROPOSAL CONTENTS

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

- 5.1. THE RFP
- 5.2. THE COST SUMMARY OR PROPOSAL FORM
- 5.3. REQUESTED ATTACHMENTS
 - 5.3.1. Signed Execution of Offer

6. 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: _____

City Council Agenda

Approved for Agenda:
FR
City Manager's Office

MEETING DATE: 04/14/20

TO: City Council

FROM: Federico Reyes, City Manager

SUBJECT: Discuss and consider authorizing the city manager to terminate the city's professional services agreement with LNV Engineering

Purpose:

If authorized, the city manager will provide written notice to LNV Engineering advising them of the city's desire to exercise the termination clause of the attached agreement (See section 7 of agreement). As part of our transition to terminate our existing contract, city staff will work with LNV to complete any existing engineering projects and/or task orders currently underway.

If the council chooses to terminate our existing contract with LNV, city staff will move forward with the issuance of a Request for Qualifications (RFQ) for engineering services.

Recommended City Council Action

☐ Approve ☐ Deny ☒ Directional / Informational

Discussion:

LVN will be provided a copy of the solicitation and will have the same opportunity that other engineering firms will have to respond to the solicitation.

**CITY OF PEARSALL
AGREEMENT FOR PROFESSIONAL SERVICES**

This AGREEMENT made and entered into this 28th day of June, 2016 by and between City of Pearsall, Texas (hereinafter "OWNER"), and LNV, Inc. (hereinafter "ENGINEER").

WITNESSETH:

WHEREAS, the OWNER and the ENGINEER wish to enter into an AGREEMENT (hereinafter "AGREEMENT") for the furnishing of services in connection with the City of Pearsall (hereinafter "OWNER") General Engineering Program (hereinafter "Project(s)"), and

NOW THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, it is agreed as follows:

SECTION 1 - GENERAL

- 1.1. The services required under this AGREEMENT shall be set forth in one or more Task Orders issued by OWNER to ENGINEER as required by the needs of the Project. In performance of these services, the ENGINEER shall provide qualified, and where required, licensed personnel. Task Orders shall include designation of a Project Manager and, if required by OWNER, a list of proposed personnel. The ENGINEER shall promptly notify the OWNER of any changes in the ENGINEER's initial organization.
- 1.2. It is intended that each additional sequentially numbered Task Order setting forth the ENGINEER's Services, Time of Performance, and Payment, or any other conditions, shall become a supplement to and a part of this AGREEMENT.
- 1.3. The ENGINEER shall provide the OWNER with separate invoices for each Task Order authorized unless otherwise directed by the OWNER.

SECTION 2 - PAYMENT

- 2.1. Compensation shall be set forth in each task order issued by OWNER in accordance with Section 1 of this AGREEMENT.
- 2.2. The ENGINEER shall submit invoices to the OWNER once per month. Invoices shall be prepared in such form and supported by documentation as the OWNER may reasonably require and in compliance with the OWNER's requirements. **Invoices must include the OWNER's Purchase Order Number.**
- 2.3. Final payment of any balance will be made upon completion of the ENGINEER's services and acceptance by the OWNER.

SECTION 3 - TIME OF PERFORMANCE

- 3.1. The Time of Performance under this AGREEMENT shall be defined in the Task Orders issued to ENGINEER by OWNER.

- 3.2. The ENGINEER shall report, from time to time as requested by the OWNER, its progress under this AGREEMENT. The ENGINEER shall plan its performance of services to accomplish its timely completion, and shall promptly notify the OWNER of any anticipated delay which may affect the ENGINEER's Time of Performance.

SECTION 4 - LEGAL RELATIONS

- 4.1. The ENGINEER is for all purposes an independent contractor. In no event shall the ENGINEER or any personnel retained by the ENGINEER be deemed to be an agent or employee of the OWNER or engaged by the OWNER for the account of or on behalf of the OWNER. Full control of means and methods of work including provisions for required safety precautions shall be the responsibility of the ENGINEER.
- 4.2. The ENGINEER shall be responsible to the level of competency presently maintained by other practicing professional consultants performing the same or similar work in the state where the project is located.
- 4.3. The ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors, employees and other subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the ENGINEER's negligent performance of professional services under this AGREEMENT and that of anyone for whom the ENGINEER is legally liable.
- The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the Project or anyone for whom the OWNER is legally liable.
- 4.4. In the event of legal action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amount for fees, costs and expenses, including attorney's fees, as may be set by the court or the actual costs incurred by the prevailing party if the dispute does not reach final judgment.
- 4.5. The ENGINEER shall not make, sublet or assign any of the services covered by this AGREEMENT, except with the prior written approval of the OWNER and in compliance with the terms, provisions and conditions of the AGREEMENT.
- 4.6. The ENGINEER shall, upon request and without cost, provide OWNER and the OWNER all directly pertinent books, documents, papers and records including electronic data of the ENGINEER involving transactions related to this AGREEMENT.
- 4.7. If the project involves construction of any kind, the parties agree that OWNER and ENGINEER shall be indemnified to the fullest extent permitted by law for all claims, damages, losses and expense including attorney's fees arising out of or resulting from construction contractor's performance of work including injury to any worker on the job site except for the sole negligence

of OWNER OR ENGINEER. OWNER AND ENGINEER shall be named as additional primary insured(s) by the construction contractor's General Liability and Builders All Risk insurance policies without offset and all Construction Documents and insurance certificates shall include wording acceptable to the parties herein with reference to such provisions.

SECTION 5 - INSURANCE

- 5.1. Business Insurance. ENGINEER shall maintain, at its own expense, 1) Workers' Compensation and Employer's Liability pursuant to state law, and 2) Commercial General Liability and Automobile Liability with limits at or above that which is reasonably required of other firms in the industry for their protection and management of business risks. If requested, ENGINEER shall promptly furnish to OWNER insurance certificates evidencing such.
- 5.2. Professional Liability Insurance. A current Professional Liability insurance certificate providing minimum limits of \$1,000,000 is required. ENGINEER shall attach the certificate to the signed AGREEMENT before returning to OWNER. This AGREEMENT is not final and invoices cannot be paid until a Professional Liability insurance certificate is received.

SECTION 6 - INDEPENDENT INVESTIGATIONS

- 6.1. The ENGINEER has reviewed the services required under the AGREEMENT and has made his own investigation concerning services. The ENGINEER has determined that he has sufficient information to enter into the AGREEMENT and perform the services called for herein. The

ENGINEER agrees and acknowledges that the OWNER has made no representations or warranties concerning the services provided and that the ENGINEER has relied solely upon his own review and investigation prior to entering into this AGREEMENT.

SECTION 7 - TERMINATION OF AGREEMENT

- 7.1. The OWNER may terminate this AGREEMENT at any time by giving the ENGINEER written notice thereof. Upon said termination, the ENGINEER will be reimbursed for that portion of the work completed prior to termination less expenses or costs incurred as a result of the ENGINEER's default.

SECTION 8 - ENTIRE AGREEMENT

- 8.1. This AGREEMENT including attachments incorporated herein by reference represents the entire AGREEMENT and understanding between the parties and any negotiations, proposals or oral AGREEMENTs are intended to be superseded by this written AGREEMENT. Any supplement or amendment to this AGREEMENT to be effective shall be in writing and signed by the parties.

SECTION 9 - REQUIRED PROVISIONS

- 9.1. The ENGINEER shall exercise the usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this AGREEMENT. Design changes made necessary by laws, codes and regulations enacted after the date of this AGREEMENT shall entitle the ENGINEER to an equitable adjustment in time of performance and in compensation.

9.2. Deliverables. All deliverables associated with the Task Order(s) shall be delivered to the OWNER as follows:

A. Text Documents - in Microsoft Word, in accordance with the OWNER's format, AND

As collated, multi-page, full text searchable PDF format.

Text documents shall have all tables, figures, photographs, drawings and appendices converted and included in the PDF file.

B. Drawings/Large Figures - (22 inch by 34 inch) - In AutoCAD version 2000 or greater in accordance with the OWNER's format, AND

In PDF format conforming to the following:

- a. Image only PDF.
- b. 200 to 400 dpi scanning resolution.
- c. Pure black and white scanning using, Group IV compression.
- d. One PDF file per drawing set (not per drawing).
- e. Electronically stored and delivered on CD ROM or DVD.

9.3. Ownership and Use of Documents. The ENGINEER agrees that items such as plans, drawings, photos, designs, studies, specifications, data, computer programs, schedules, and technical reports specified to be delivered under this AGREEMENT, and paid for by the OWNER, and hereinafter referred to as OWNER's property, are subject to the rights of the OWNER in effect on the date of execution of this AGREEMENT. These rights include the right to duplicate and archive by digital storage for disclosure to, in whole or in part, and future access by OWNER'S staff.

9.4. In addition to the insurance requirements of Section 5, ENGINEER shall provide insurance coverage of the types and amounts specified in Exhibit A.

SECTION 10 - GOVERNING LAW

10.1. This AGREEMENT is to be governed and construed in accordance with the laws of the State of Texas.

10.2. Venue for any matters related to this contract shall be in Frio County, Texas.

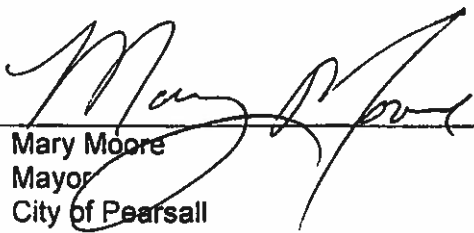
IN WITNESS WHEREOF, duly authorized representatives of the parties have signed in confirmation of this AGREEMENT, with effective date the day and year first above written.

LNV, Inc.

City of Pearsall, Texas

By: 

Robert M. Viera
Senior Vice President
LNV, Inc.
801 Navigation Suite 300
Corpus Christi, Texas 78408

By: 

Mary Moore
Mayor
City of Pearsall
215 S. Ash Street
Pearsall, Texas 78061

Date 06/28/2014

Date 6/28/14

City Council Agenda

Approved for Agenda:
FR
City Manager's Office

MEETING DATE: 04/14/20

TO: City Council

FROM: Federico Reyes, City Manager

SUBJECT: Discuss and consider authorizing the City Manager to issue a Request for Qualifications (RFQ) for engineering services for the City of Pearsall

Purpose:

With city council approval, the attached RFQ will be a solicitation for engineering services for the City of Pearsall. As noted in the solicitation, up to three engineering firms may be selected for this service. Engineering firms will be selected based on the criteria outlined in the solicitation. The term of any contract awarded will be for a three-year period.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

None at this time; however, funding will be required for task order

Discussion:

None at this time



Re: Request for Qualifications for Engineering Services and Surveying Services

The City of Pearsall invites qualified engineering firms and/or surveying firms to submit a letter of interest and statement of qualifications to assist the City with project development activities and other related engineering and surveying services. Professional services provided by the selected firm/s will consist primarily of engineering and survey related services for public works/capital improvement projects that the city decides to pursue. Services may include, but are not limited to the following:

SERVICES

The selected submitter(s) may will be required to perform at least one or more the following services under this agreement:

1. Provide engineering, design, and administrative services in connection with drainage improvement projects as defined in the City's drainage study and City-wide comprehensive drainage plan to include:
 - a. Prepare construction plans for drainage improvements
 - b. Gather essential field data and develop a preliminary plan for review by City Staff
 - c. Make presentation(s) to City staff, City Council, and/or to the public as necessary
 - d. Collect feedback from City staff and prepare a report with recommendation and implementation schedule
2. Provide engineering, design, and administrative services in connection with roadway and/or utility improvement projects to include:
 - a. Prepare roadway and/or utility construction plans for infrastructure improvements
 - b. Gather essential field data and develop a preliminary plan for review by City Staff
 - c. Make presentation(s) to City staff, City Council, and/or to the public as necessary
 - d. Collect feedback from City staff and prepare a report with recommendation and implementation schedule

3. Provide traffic engineering, design, and administrative services to include
 - a. Perform an analysis of localized existing traffic system
 - b. Perform essential field studies and develop a preliminary report for review by City Staff
 - c. Make presentation(s) to City staff and/or City Council as necessary.
 - d. Collect feedback from City staff and prepare plans with recommendation and implementation schedule
4. Provide real estate services,
 - a. Perform deed/title research as requested by the City Manager
 - b. Perform essential field and boundary surveys to develop preliminary reports for review by the City Manager
 - c. Collect feedback from City Manager and staff and prepare field notes, boundary surveys, plats, etc.
 - d. Make presentation(s) to City Manager and/or City Council as necessary.

QUALIFICATIONS

The Statement of Qualifications should include:

1. Resumes of the proposed project team including at least one professional with a minimum of five (5) years experience in the development, management and oversight of one or more of the services listed above;
2. Demonstrated familiarity with the function of municipal government engineering and/or surveying projects, standards, codes, and policies;
3. References including municipal, regional, state or federal project descriptions completed or under design/construction and client contact information for recent projects in which the proposed project team was directly involved;
4. Availability of key personnel and ability to commit their time throughout the life of a project;

SELECTION

The City may select up to (3) firms for on-call services to provide services for (2) years with an automatic renewal every two years for a total of six years. The City will make its selection from those responding to this RFQ. If deemed necessary by the City, interviews with the firms deemed most qualified, may be conducted. Once the selections are made, the chosen firms will be requested to submit a detailed scope of work and fee schedule or cost estimate for each project they are selected to perform for the City. If a mutually

satisfactory agreement cannot be reached with the selected professional, negotiations will be terminated with that firm and the negotiation process may be initiated with the next most qualified firm. The process may be repeated until a mutually satisfactory agreement is reached. The City maintains the right to terminate the selection process at any time if they feel it is in the best interest of the project. At such time as an agreement is reached, City staff will make a recommendation to the City Council to execute a contract pursuant to the agreement and subject to the availability of funding. The City reserves the right to accept or reject any or all proposals and to accept what in the judgment of the Mayor and City Council is the most advantageous proposal. Firms are encouraged to partner up if they do not provide both of the professional services requested.

SUBMITTAL

Three (3) copies of the Statement of Qualifications should be submitted. The submittal should not include fees or any other cost estimates. The entire qualification package can be no more than 30, one-sided pages. The total page number shall include all corporate brochures and materials that may be submitted with the Statement of Qualifications. Failure to include requested information in the qualifications package or follow the format guidelines included herein shall be grounds for disqualification from consideration.

Statements of Qualifications are to be submitted no later than 2:00 p.m., on May 4, 2020, to the following:

City of Pearsall
215 South Ash
Pearsall, TX 78061
Attn: Krystal Garcia, City Secretary

Only timely submittals received from invited firms will be considered.

WAIVER

A. WAIVER OF CLAIMS ARISING FROM THE COMPETITIVE REQUEST FOR QUALIFICATION PROCESS OF AWARD OF CONTRACT

BY SUBMITTING A STATEMENT OF QUALIFICATIONS, EACH SUBMITTER AGREES TO AND DOES HEREBY WAIVE ANY CLAIM THE SUBMITTER HAS OR MAY HAVE AGAINST THE CITY AND/OR THE CITY'S EMPLOYEES, AGENTS AND OFFICERS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FOLLOWING:

1. THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY STATEMENT OF QUALIFICATIONS.
2. WAVIER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE STATEMENT OF QUALIFICATIONS OR THE CONTRACT DOCUMENTS.

3. ACCEPTANCE OR REJECTION OF ANY STATEMENT OF QUALIFICATION.

4. AWARD OF CONTRACT.

By submitting a Statement of Qualifications, the submitter acknowledges that he or she understands all terms of the proposal documents and consents to the competitive selection process and the possibility of a negative assessment. By submitting a Statement of Qualifications, the submitter acknowledges and agrees that there was and is no disparity of bargaining power between the submitter and the City.

The submitter agrees that this is the intentional relinquishment of the above listed presently existing known rights.

B. WAIVER OF ATTORNEY FEES

BY SUBMITTING A STATEMENT OF QUALIFICATIONS, EACH SUBMITTER AGREES TO WAIVE AND DOES HEREBY WAIVE ANY CLAIM THE SUBMITTER HAS OR MAY HAVE AGAINST THE CITY AND/OR ITS RESPECTIVE EMPLOYEES AND REPRESENTATIVES, FOR THE AWARD OF ATTORNEY FEES, ARISING OUT OF OR IN CONNECTION WITH THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY STATEMENT OF QUALIFICATIONS, WAIVER OF ANY REQUIREMENTS UNDER THIS RFP, ACCEPTANCE OR REJECTION OF ANY STATEMENT OF QUALIFICATIONS, AND AWARD OF THE CONTRACT. BY SUBMITTING A STATEMENT OF QUALIFICATIONS, THE SUBMITTER SPECIFICALLY WAIVES ANY RIGHT TO RECOVER OR BE PAID ATTORNEY'S FEES FROM THE CITY OR ANY OF THE CITY'S EMPLOYEES AND REPRESENTATIVES UNDER ANY OF THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE, SECTION 37.001, ET. SEQ., AS AMENDED).

The submitter agrees that this is the intentional relinquishment of a presently existing known right.

By execution and submission of a Statement of Qualifications under this RFQ, the submitter hereby represents and warrants to the City that the submitter has read and understands the RFQ and the Statement of Qualifications is submitted in accordance with this RFQ. The submitter acknowledges that it understands all terms within the proposal documents, which include the waiver provisions, and that it had the right to consult with counsel regarding all of the above documents.

This section shall not be construed as a Waiver of Sovereign Immunity.

SOVEREIGN IMMUNITY

The City is not waiving its right of sovereign immunity. The City is retaining its immunity from suit. The City is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.
QUESTIONS REGARDING THIS RFQ:

Questions should be directed to:

Fred Reyes, City Manager
Phone No. (830) 334-3676
E-mail: freyes@cityofpearsall.org

ORDINANCE No. 2020-04-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF THE PEARSALL, TEXAS, AMENDING THE CODE OF ORDINANCES ENTITLED CHAPTER 14 “EMERGENCY MANAGEMENT AND SERVICES” BY ADDING SECTION 14-26 (d) WHICH ADOPTS THE PENALTY PROVISIONS OF THE TEXAS DISASTER ACT OF 1975; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF A FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000) FOR EACH AND EVERY OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council finds that in times of disasters which may imperil the safety of the inhabitants of the City, or their property, it becomes necessary to effectuate plans and preparations with a minimum of delay; and

WHEREAS, the City Council believes the penalties imposed in the Texas Disaster Act of 1975 should be adopted; and

WHEREAS, the City Council has determined that for the health, welfare and safety of its citizens, an amendment to Chapter 14, Section 14-26 Offenses; Penalties of the City Code of Ordinances, City of The Pearsall, Texas, is necessary and in the best interest of the City.

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

SECTION 1. Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2. Chapter 14 Amended. That Chapter 14, Article II. Emergency Preparedness; Sec. 14-26 Offenses; Penalties; of the Code of Ordinances of the City of Pearsall, Texas is hereby amended by adding a section, to be numbered “Sec 14-26 (d)” which shall read as follows:

Sec 14-26 (d) Failure to comply with the emergency management plan or with a rule, order, or ordinance adopted under the plan is an offense punishable by a fine not to exceed \$1,000 or confinement in jail for a term of up to 180 days or subject to the penalties imposed by the general provisions in section 1-13 at the discretion of the City.

SECTION 3. Severability Clause. If any section, article paragraph, sentence, clause, phrase or word in this ordinance, or application thereto any persons or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 4. Repealing/Savings Clauses. That all provisions of the Ordinances of the City of Pearsall, Texas, in conflict with the provisions of this ordinance be, and the same are hereby amended, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 5. Penalty Clause. Any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Pearsall, Texas, shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense. Every day a violation occurs shall constitute a separate offense.

SECTION 6: Effective Date. This Ordinance shall become effective from and after its adoption as required by the City Charter and by law.

PASSED, ADOPTED AND APPROVED this 14th day of April, 2020.

Mary Moore, Mayor

ATTEST:

Krystal Garcia, City Clerk

APPROVED AS TO FORM:

City Attorney

City Council Agenda

Approved for Agenda:

City Manager's Office

MEETING DATE: 04/14/2020

TO: City Council

FROM: Fred Reyes, City Manager

SUBJECT: Discuss and consider authorizing the city manager to execute a one year renewal agreement with MuniServices LLC for Local Occupancy Tax Audit and Administrative Services.

Purpose:

The consulting agreement calls for MuniServices, LLC to administratively manage the City's local occupancy tax assessment. This service provides for the collection, reconciliation, audit, and distribution of occupancy taxes for approximately thirteen properties. Muniservices LLC has served the City in this capacity since June 2018.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Monthly consulting fee of \$250 per property including \$2,000 per audit is paid through budgeted hotel funds

Discussion:

By outsourcing this administrative service, the City can ensure the timely collection and reconciliation of assed local occupancy taxes including at least two audits to confirm the accuracy and compliance to the City's local occupancy tax ordinance.

MuniServices, LLC
Consultant Services Agreement

This Consultant Services Agreement (the "Agreement") is made as of the 20 day of June, 2018 ("Effective Date") by and between MuniServices, LLC, a Delaware limited liability company ("CONSULTANT") and The City of Pearsall, a municipal corporation of the State of Texas ("CITY"). In consideration of the mutual promises herein contained and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

A. Services

1. CONSULTANT will provide CITY with the services described in EXHIBIT A which is attached hereto and incorporated by reference. CONSULTANT shall provide said services at the time, place, and in the manner specified in EXHIBIT A.
2. CONSULTANT shall furnish at its own expense all labor, materials, equipment and other items necessary to carry out the terms of this Agreement.

B. Compensation

1. Upon execution of this Agreement, CITY will pay CONSULTANT as outlined in EXHIBIT B, incorporated and included herein.

C. General Provisions

1. Term of the Agreement: The initial term of this Agreement shall be for a period of one-year (1) following the date of execution. Thereafter the parties shall have the option to renew the term for two (2) subsequent one-year terms if neither party has cancelled (the "Term"). Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing sixty (60) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial sixty (60) days' notice. Notwithstanding the foregoing, either party may terminate the Agreement at any time and for any reason by providing thirty-days (30) written notice to the other party; provided however, that if CONSULTANT has not breached the Agreement and has commenced services identified in EXHIBIT A prior to the date of termination, CONSULTANT shall be entitled to payment as described in EXHIBIT B.
2. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CITY shall be obligated to pay CONSULTANT for services performed through the effective date of termination for which CONSULTANT has not been previously paid. In addition, because the services performed by CONSULTANT prior to termination or non-renewal of this Agreement may result in the CITY's receipt of revenue after termination which are subject to CONSULTANT's fee, the CITY shall remain obligated after termination or non-renewal to provide to CONSULTANT such information as is necessary for CONSULTANT to calculate compensation due as a result of the receipt of revenue by the CITY.
3. Independent Contractor: It is understood that CONSULTANT and its subcontractors, if any, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the CITY. CITY understands that CONSULTANT may perform similar services for others during the term of this Agreement and agrees that CONSULTANT representation of other government sector

clients is not a conflict of interest. CONSULTANT shall obtain no rights to retirement benefits or other benefits which accrue to CITY's employees, and CONSULTANT hereby expressly waives any claim it may have to any such rights.

4. **Subcontractors:** CONSULTANT shall have the right to hire subcontractors to provide the services described herein. CONSULTANT, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. CONSULTANT shall be solely responsible for and shall hold CITY harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
5. **Notice:** Any notice required to be given under this Agreement shall be in writing and either served personally, sent prepaid first-class mail, or by express mail courier (i.e. FedEx, UPS, etc.). Any such notice shall be addressed to the other party at the address set forth below. All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by regular mail, or the next day if sent overnight delivery.

If to CITY:
City of Pearsall
Attn: Charles Jackson, City Manager
215 S. Ash Street
Pearsall, TX 78061
Phone: 830.334.3676
Email: cjackson@cityofpearsall.org

If to CONSULTANT:
MuniServices, LLC
Attn: Contracts Department
7625 N. Palm Ave., Ste. 108
Fresno, CA 93711
Phone: 559.271.6852
Email: contracts@muniservices.com

6. **Representative or designees:** CONSULTANT Primary Representative/Project Manager shall be:

Ted Kamel, Client Services Manager
12301Kurland Drive, Suite 150, Houston, TX 77034
Phone: 903.597.3352 /Email: Ted.Kamel@MuniServices.com

For the convenience of the CITY, a short list of helpful contacts is attached and incorporated herein as EXHIBIT C.

7. **Indemnity:** CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) to extent occurring or resulting from CONSULTANT's negligent or unlawful performance of its obligations under or breach of the terms of this Agreement, unless such claims, liabilities, or losses arise out of, or are caused at least in part by the sole negligence or willful misconduct of the CITY. "CONSULTANT's performance" includes CONSULTANT's action or inaction and the action or inaction of CONSULTANT's officers, employees, agents and subcontractors.
8. **Limitation of Liability:** In no event shall CONSULTANT, its employees, contractors, directors, affiliates and/or agents be liable for any special, incidental, or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not CONSULTANT has been advised of the possibility of any such loss or damage. In addition, CONSULTANT's total liability hereunder, including reasonable attorneys' fees and costs, shall in no event exceed an amount equal to the fees described in EXHIBIT B. The foregoing sets forth the CITY's exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks

between CONSULTANT and the CITY and CONSULTANT's pricing reflects the allocation of risk and limitation of liability specified herein.

9. Insurance: CONSULTANT shall keep in full force and effect insurance coverage during the term of this Agreement, including without limitation statutory workers' compensation insurance; employer's liability and commercial general liability insurance; comprehensive automobile liability insurance; professional liability and fidelity insurance. The insurance certificate shall name the City, its agents, officers, servants and employees as additional insureds under the CGL and Automobile policies with respect to the operations and work performed by the named insured as required by written contract. The General Liability policy is Primary & Non-Contributory. Waiver of Subrogation applies under the General Liability and Workers' Compensation policies. The CGL insurance minimum coverage shall be at least \$1,000,000 per incident, claim or occurrence and \$2,000,000 aggregate. The Automobile Liability insurance minimum coverage shall be at least \$1,000,000 covering all owned, non-owned, and hired vehicles. The certificate shall provide that there will be no cancellation, termination, or non-renewal of the insurance coverage without a minimum 30-day written notice to the CITY, except in the case of cancellation for non-payment of premium which shall be at least 10-days written notice.
10. Equal Opportunity to Draft: The parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.
11. Assignment: This Agreement shall be binding upon and inure to the benefit of the parties, their successors, representatives and assigns. CONSULTANT shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CITY, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, CONSULTANT may assign this Agreement, in whole or in part, without the consent of CITY to any corporation or entity into which or with which CONSULTANT has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of CONSULTANT; or any corporation or entity which acquires all or substantially all of the assets of CONSULTANT. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
12. Ownership of Documents: Except for CONSULTANT's preexisting proprietary information and processes, any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by CONSULTANT pursuant to this agreement shall be the property of the CITY at the moment of their completed preparation.
13. Intellectual Property Rights: The entire right, title and interest in and to CONSULTANT's database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in CONSULTANT or its subcontractors. The foregoing notwithstanding, in no event shall any CITY-owned data provided to CONSULTANT be deemed included within the Work Product.
14. Public Release and Statements: Neither party or its representatives or agents shall disseminate any oral or written advertisement, endorsement or other marketing material relating to each other's activities under this Agreement without the prior written approval of the other party. Neither party shall make any public release or statement concerning the subject matter of this Agreement without the express written consent and approval of the other party. No party or its agent will use the name, mark or logo of the other party in any advertisement or printed solicitation without first having prior written approval of the other party. The parties shall take reasonable efforts to ensure that its subcontractors shall not disseminate any oral or written advertisement, endorsement or other marketing materials referencing or relating to the other party without that party's prior written approval. In

addition, the parties agree that their contracts with all subcontractors will include appropriate provisions to ensure compliance with the restrictions of this Section.

15. Force Majeure: CONSULTANT shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
16. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written amendment signed by both parties.
17. Counterparts: This Agreement may be signed in separate counterparts including facsimile copies. Each counterpart (including facsimile copies) is deemed an original and all counterparts are deemed on and the same instrument and legally binding on the parties.
18. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
19. Implementation: Implementation should begin as soon as possible from the signing of this Agreement (the "Effective Date") for the performance of services under the terms of this Agreement.
20. Governing Law, Venue. This Agreement shall be construed according to the law of the State of Texas. The parties irrevocably consent to the exclusive jurisdiction and venue of the state and federal courts of the State of Texas, County of Frio, for the purposes of all legal proceedings arising out of or relating to this Agreement or the actions that are contemplated hereby.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS HEREOF, the parties have caused this Agreement to be executed on the date first written above.

"CITY"

City of Pearsall
a Municipal Corporation

By: 

Name: Charles Jackson

Title: City Manager

"CONSULTANT"

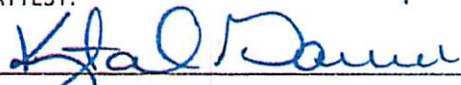
MuniServices, LLC
a Delaware limited liability company

By: 

Kennon Walthall

Senior Vice President

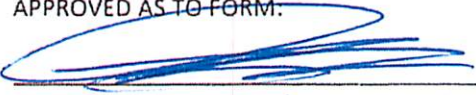
ATTEST:



Name: Krystal Garcia

Title: City Clerk

APPROVED AS TO FORM:



Name: Roberto Maldonado

Title: City Attorney

EXHIBIT A - SCOPE OF WORK

LOCAL OCCUPANCY TAX PROGRAM AUDIT AND ADMINISTRATION SERVICES

Objectives and Methods

CONSULTANT's Local Occupancy Tax Program *Audit* service is intended to assist the CITY in maximizing lodging tax revenue it is entitled to through an on-site examination of records and education of the lodging providers to ensure the appropriate collection and remittance of the lodging tax. The *Administration* service offers a turnkey approach to ensure appropriate collection, deposit, recording, delinquency follow up and reporting of the local lodging tax. This service includes all correspondence, forms and other such services to ensure appropriate and timely remittance of the tax.

Scope of Work

1. Field Audit Services

- a. Perform on-site examinations of the records of those providers requested by CITY to warrant further investigation;
- b. Provide CITY staff with a detailed list of all records required to be made available by lodging providers for the further reviews, together with a draft engagement announcement letter to be sent to each lodging provider requiring examination;
- c. In coordination with CITY staff, schedule and conduct reviews at the property locations of those providers identified and authorized for examination;
- d. Verify accuracy of filed lodging tax returns with daily and monthly activity summaries;
- e. Review a random sample of the daily and monthly summaries to determine if the daily summaries reconcile to the monthly summaries;
- f. Review bank statements to verify that deposits reconcile with the reported revenue on the lodging tax returns';
- g. Review exempted revenue for proper qualifying documentation;
- h. Review a random sample of exempted guest revenue and trace registration and/or other source documents to verify compliance with the CITY ordinance;
- i. Where possible, compare the State lodging tax filings with CITY's tax returns;
- j. For each error/omission identified and confirmed, submit substantiating documentation to designated CITY staff in order to facilitate collection of revenue due from lodging providers for prior periods;
- k. Coordinate with designated CITY official(s) as necessary to review findings and recommendations;
- l. Prepare draft Notices of Deficiency Determination, and commendation, warning and credit letters, as applicable, for CITY to advise lodging providers of examination results
- m. Provide assistance to CITY in reviewing any matters submitted in extenuation and mitigation by lodging providers in contesting a deficiency determination; and
- n. Prepare and document any changes to the review findings and provide revised tax, interest or penalty amounts due the CITY.

2. Administration Services

A. Remittance Processing

1. Taxes Processed: CONSULTANT will perform remittance processing for lodging taxes as designated by the CITY.
2. Taxpayer Notification and Remittance: CONSULTANT will send individualized tax forms to all known lodging providers ("Taxpayer(s)"). Taxpayers will remit payments as indicated in Attachment A, Distribution Confirmation, attached and incorporated herein by reference. Upon reasonable notice to CITY, CONSULTANT may change the address for payments.

Online filing and remittance using standard CONSULTANT formatting is provided for the Taxpayers convenience.

3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CITY for each type of tax collected, as shown in more detail on Attachment A
4. Posting Process: Taxpayer accounts are posted with payment information captured in the CONSULTANT revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change and address change is captured and added to the payment data and taxpayer master file (as determined necessary by CONSULTANT). Late payments (postmarked by U.S. Postal Service after the due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.

5. Changes to Attachment A: The CITY shall notify CONSULTANT in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended Attachment A shall be prepared and executed by the Parties as soon as reasonably possible. In addition, CONSULTANT shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CITY, then the CITY shall immediately notify CONSULTANT and, thereafter, CONSULTANT shall take the steps necessary to insure that designated recipients receive the amounts intended by the CITY.

B. Compliance Services

1. Taxes Reviewed: CONSULTANT will perform compliance services for lodgings taxes designated by CITY under Remittance Processing Services. CONSULTANT will provide delinquency notification and follow-up. This includes correspondence, calls, and collection procedures and the related documentation. Delinquency policies and procedures will be applied consistently and within applicable tax laws. Unless otherwise directed by the CITY, CONSULTANT will make reasonable efforts to collect taxes designated by the CITY hereunder. Where deemed reasonably appropriate accounts may be turned over to audit or third party collection. If the CITY elects to have its attorney pursue collection of certain uncollected accounts, CONSULTANT will assist the CITY attorney as reasonably requested at its normal hourly rate as reflected herein.
2. Conduct of Compliance Services: To assure that all taxpayers are treated fairly and consistently and all compliance services are performed in a similar manner, CONSULTANT representatives who perform compliance services will use a similar compliance plan for each compliance service conducted. All funds due from compliance services will be remitted to CITY in the same manner as provided for pursuant to *Section B*, above.

C. General Provisions

1. Information Provided: The CITY represents that the information provided to CONSULTANT in the performance of services hereunder shall be provided free and clear of the claims of third parties. The CITY represents that it has the right to provide this information to CONSULTANT and that said information shall not be defamatory or otherwise expose CONSULTANT to liability to third parties.
2. Compliance with laws: Each Party accepts responsibility for its compliance with federal, state, or local laws and regulations.
3. Taxpayer service: CONSULTANT will provide a taxpayer assistance number for taxpayer questions. CONSULTANT will provide standard informational brochures for placement in the CITY offices, Chamber of Commerce offices, libraries and any other facilities as requested and/or deemed necessary.

Deliverables

1. Field Audit Services

- a. Provide CITY staff with a draft Audit Announcement Letter to be sent to each lodging provider to be examined;
- b. For each error/omission identified and confirmed, submit a written report substantiating documentation to designated CITY staff in order to facilitate collection of revenue due from lodging providers for prior periods together with draft Notices of Deficiency Determination, and/or credit, warning or commendation letters as applicable;
- c. Review any extenuation or mitigation proffered to deficiency determinations and prepare draft response to CITY staff; and
- d. Provide other collections advice upon request.

2. Administration Services

- a. CONSULTANT will make available to CITY detailed online reporting, including detailed payment listing, daily/weekly/monthly reconciliation reports, etc.
- b. CONSULTANT will provide the CITY with monthly reports including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to the CITY's account numbers and all fees paid to CONSULTANT. These reports will be provided by the 10th of the month following the tax month;
- c. The CITY AGREES TO EXAMINE THIS REPORT IMMEDIATELY. IF NO ERROR IS REPORTED BY THE CITY TO CONSULTANT WITHIN 60 DAYS, THE STATEMENT WILL BE DEEMED ACCURATE; All items credited will be subject to receipt of payment.

CITY Assistance

The CITY shall assist CONSULTANT by providing necessary information and assistance to include, but not be limited to, the following:

Field Audit Services

Send Audit Announcement Letter to each lodging provider to be examined with a copy to CONSULTANT.

Administration Service

Prior to the start of the work to be performed, provide CONSULTANT with

1. the most recent registration to collect the tax and
2. returns for the time period requested as needed to compile a historical database for the period of the statute of limitations;
3. Inform CONSULTANT of any circumstances concerning current existing payees;
4. Inform CONSULTANT of the development of new lodging properties no later than the Certificate of Occupancy being granted;
5. Cooperate in the transition by reviewing proposed processing and materials, offering comments and suggestions and providing timely approvals;
6. Undergo training in the use of online applications.

Distribution Confirmation

The CITY will fill in the account information requested on Attachment A and attach the same to the fully executed Agreement. Should there be any changes to the account or percentages in Attachment A, the CITY shall immediately notify CONSULTANT in writing of all changes in amounts to be deposited into the accounts of designated recipients.

**Attachment A
Distribution Confirmation**

June 1, 2018

City of Pearsall
Attn: Charles Jackson, City Manager
215 S. Ash Street
Pearsall, TX 78061

Dear Mr. Jackson:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type
City of Pearsall General Fund	114904775	100028323	100%	Lodging

If at any time there are any discrepancies between the schedule set out above and the City's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

MuniServices, LLC
600 Beacon Parkway West, Suite 900
Birmingham AL 35209
Attn.: Kennon Walthall, Senior Vice President

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Connie Taylor, Client Relations Manager
MuniServices
Phone: 205.423.4144
Fax: 205.423.4097
E-mail: ctaylor@revds.com

I have reviewed the above distribution and verify that it is correct.

By: Josie Carrizales
Name: Josie Carrizales
Title: Finance Director

100

1972 1973

4. Fe^{2+} 和 Fe^{3+} 的配位能力: Fe^{2+} 的配位能力比 Fe^{3+} 的配位能力弱。

General Fund 11404-115 100058923

[illegible][illegible]

$\gamma = 1$ and $\gamma = 2$ are shown in Figure 1. The curves for $\gamma = 1$ and $\gamma = 2$ are shown in Figure 1. The curves for $\gamma = 1$ and $\gamma = 2$ are shown in Figure 1.

the 1990s, the number of people in the world who are under 15 years of age is expected to increase by 1.2 billion, from 1.1 billion in 1990 to 2.3 billion in 2010. The number of people aged 65 and over is expected to increase by 1.1 billion, from 0.3 billion in 1990 to 1.4 billion in 2010. The number of people aged 15-64 is expected to increase by 1.1 billion, from 1.7 billion in 1990 to 2.8 billion in 2010. The number of people aged 65 and over is expected to increase by 1.1 billion, from 0.3 billion in 1990 to 1.4 billion in 2010. The number of people aged 15-64 is expected to increase by 1.1 billion, from 1.7 billion in 1990 to 2.8 billion in 2010.

Figure 1. The effect of the concentration of the H_2O_2 solution on the amount of the released H_2O from the H_2O_2 -loaded hydrogel. The amount of the released H_2O was measured at 37 °C for 24 h.

Finance Director
Tosie Corisales
Deputy Controller

EXHIBIT B – COMPENSATION
LOCAL OCCUPANCY TAX PROGRAM AUDIT AND ADMINISTRATION SERVICES

Provided that the Effective Date is on or before June 30, 2018, in exchange for CONSULTANT performing the work indicated above, the CITY will pay CONSULTANT as follows:

Audit

The Audit Services shall be provided for a fixed fee of \$2,000 for each lodging property audited with 50% due at the time of audit approval and 50% upon completion of the audit. A minimum of 2 audits must be performed at any one time.

Administration

The Administration Services shall be provided for a one-time set up fee of \$2,500, plus an annual fixed fee of \$250 per each lodging property. Fees are due at the beginning of each contract year based on the number of properties registered to report occupancy tax.

Travel and Out-of-Pocket

CITY shall reimburse CONSULTANT for reasonable travel and other out-of-pocket expenses associated with the performance of the field audits including but not limited to lodging, parking, mileage, per diem, etc., in an amount not-to-exceed \$250 per audited property without prior written approval of CITY. (Mileage and per diem shall be according to IRS regulations). Such reimbursement shall be billed incrementally.

Additional Consulting

CITY may request that CONSULTANT provide additional consulting services at any time during the term of this Agreement. If CONSULTANT and CITY agree on the scope of the additional consulting services requested, then CONSULTANT shall provide the additional consulting on a Time and Materials basis. Depending on the personnel assigned to perform the work, standard hourly rates range from \$75 per hour to \$200 per hour.

These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred.

**Amendment No. 1 to
Consultant Services Agreement**

This Amendment No. 1 is made effective as of March 12, 2020 by and between the City of Pearsall, a municipal corporation of the State of Texas ("City"), and MuniServices, LLC, a Delaware limited liability company ("MuniServices") collectively the Parties.

RECITALS

- On or about June 20, 2018, the Parties entered into a Consultant Services Agreement for Local Occupancy Tax Audit and Administration Services ("Agreement") The initial term of the Agreement was for a one-year period and the option to renew for two subsequent one-year terms.
- By way of this Amendment No. 1, City exercised its first and second one-year option period to June 19, 2021.
- Changes need to be made to Section C General Provisions "Term of the Agreement" as noted below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained here, the Parties agree as follows:

AGREEMENT

1. Amend Section C.1. Term of this Agreement:

Add the following to the end of the paragraph:

City hereby exercises its options to extend the term of the Agreement through June 19,2021.

2. Other Terms

All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

MuniServices, LLC

City of Pearsall
a municipal corporation

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

ORDINANCE NO. 2020-04-02

AN ORDINANCE OF THE CITY OF PEARSALL TO ADOPT A FEE SCHEDULE FOR CONSTRUCTION AND BUILDING CODE SERVICES FOR THE CITY OF PEARSALL, TEXAS.

WHEREAS, the City of Pearsall previously entered into a professional services agreement with Bureau Veritas North America, Inc., (“BVNA”) to perform certain construction code services as depicted in the agreement; and

WHEREAS, such agreement contains a Fee Schedule depicted as Attachment A; and

WHEREAS, the City of Pearsall desires to adopt the Fee Schedule for the City of Pearsall, Texas in addition to a five percent (5.0%) administrative charge added to each of the adopted BVNA Fee Schedule fees.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Fee Schedule Adopted. The City Council of the City of Pearsall hereby adopts the Fee Schedule attached as Exhibit A and incorporated herein as if fully set forth is hereby repealed in its entirety in addition to a five percent (5.0%) administrative charge to be added each of the adopted BVNA Fee Schedule fees. The effective date of the Fee Schedule is the earlier of May 1, 2020 or as provided by the City Charter after notice and publication.

SECTION 3: Severability Clause. Should any article, section, subsection, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City of Pearsall hereby declares that it would have adopted this Ordinance, and each article, section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one of or more articles, section, subsection, sentence, clause or phrase be declared unconstitutional or invalid.

SECTION 4: Repealing/Savings Clauses. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 5: Effective Date. This Ordinance shall become effective from and after its adoption as required by the City Charter and by law.

PASSED, ADOPTED AND APPROVED this 14th day of April, 2020.

Mary Moore, Mayor

ATTEST:

Krystal Garcia, City Clerk

APPROVED AS TO FORM:

City Attorney



STANDARD PROFESSIONAL SERVICES AGREEMENT

This STANDARD PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2020, by and between Bureau Veritas North America, Inc., (herein called “BVNA”), and the City of Pearsall, Texas, (herein called “Client”).

RECITALS

WHEREAS, the Client desires that BVNA provide independent professional services for Client under the terms of a Standard Professional Services Agreement;

WHEREAS, BVNA represents that it is a professional independent consulting firm and is willing and able to perform such services upon terms and conditions hereinafter set forth;

WHEREAS, all services will be conducted in accordance with these terms and conditions and the agreed upon Scope of Services and Fee Schedule the forms of which are attached as Attachments “A” and “B” respectively.

NOW, THEREFORE, in consideration of the foregoing and of the benefits to each of the parties accruing, the parties hereto do mutually agree as follows:

AGREEMENT

Scope of Services.— During the term of this Agreement, Client may call upon BVNA to perform specific work from the scope to be defined per project in accordance with the agreed upon fees. Individual projects may be delineated via a specific proposal in accordance with the terms and conditions set forth in this Agreement. BVNA agrees to furnish services in conformity with the terms hereof and the following documents which are incorporated by reference and made a part hereof. No subsequent amendment to this Agreement shall be binding on either BVNA or Client unless reduced to writing and signed by an authorized Representative of BVNA and Client. Any pre-printed forms including, but not limited to: purchase orders, shipping instructions, or sales acknowledgment forms of either party containing terms or conditions at variance with or in addition to those set forth herein shall not in any event be deemed to modify or vary the terms of this Standard Professional Services Agreement.

Term.— This Agreement shall remain in effect from the effective date of the Agreement unless terminated by written notice to the other party at least thirty (30) days prior to termination. Fees may be adjusted annually.

Compensation.— Client shall pay, and BVNA shall accept in full consideration for the performance of the Services, the sum of the reimbursable costs submitted per proposal in accordance with the agreed upon fee schedule per project.

Terms of Payment.— BVNA shall invoice Client and Client shall pay to BVNA for its consulting services as follows:

Fees and all other charges will be billed to Client monthly.

If the invoice is not paid within such period, Client shall be liable to BVNA for a late charge accruing from the date of such invoice to the date of payment at the lower of eighteen (18) percent per annum or the maximum rate allowed by law.

If Client fails to pay any invoice fully within thirty (30) days after invoice date, BVNA may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of services immediately following written notice from BVNA to Client. Notwithstanding any such termination of services, Client shall pay BVNA for all services rendered by BVNA up to the date of termination of services plus all interest, termination costs and expenses incurred by BVNA. Client shall reimburse BVNA for all costs and expenses of collection, including reasonable attorney’s fees.

Responsibilities of Client.— Client shall, at such times as may be reasonably required by BVNA for the successful

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and continuous prosecution of the services set forth in Attachment A (referred to as “Services”), do the following:

~~Where the performance of the Services require BVNA’s presence on the Client’s premises, provide adequate space on or in the immediate vicinity of where the Services are to be performed (“Site”) to accommodate BVNA’s needs;~~

~~Provide and maintain suitable access to the Site for BVNA's personnel, equipment and materials;~~

~~Supply permits and licenses required to be taken out in Client's name which are necessary to the completion of the Services;~~

~~Appoint an individual hereafter referred to as “Client's Project Manager” who shall be authorized to act on behalf of Client and with whom BVNA may consult at reasonable times.~~

Ownership of Documents.—~~All plans, studies, documents and other writings prepared by BVNA, its officers, Employees, agents and subcontractors in the course of implementing this Agreement shall remain the property of the city BVNA. The Client acknowledges that all intellectual property rights related to the performance of the Agreement, including but not limited to the names, service marks, trademarks, inventions, logos and copyrights of BVNA and its affiliates, (collectively, the “Rights”) are and shall remain the sole property of BVNA or its affiliates and shall not be used by the Client, except solely to the extent that the Client obtains the prior written approval of BVNA and then only in the manner prescribed by BVNA. If BVNA terminates the Agreement in accordance with the provisions of Article 19 below, any such license granted by BVNA to the Client shall automatically terminate.~~

Use of Data or Services.—~~BVNA shall not be responsible for any loss, liability, damage, expense or cost arising from any use of BVNA’s analyses, reports, certifications, advice or reliance upon BVNA’s services, which is contrary to, or inconsistent with, or beyond the provisions and purposes set forth therein or included in these Terms and Conditions. Client understands and agrees that BVNA’s analyses, reports, certifications and services shall be and remain the property of BVNA and shall be used solely by the Client, and only the Client is allowed to rely on such work product. If the Client re-uses or modifies or a third party relies on the services, analyses, reports or certifications without BVNA’s written permission, then Client agrees to defend and indemnify BVNA from any claims or actions that are brought and any costs, damages, expenses or liabilities, including reasonable attorneys’ fees, arising out of or related to such reliance or such re-use or modification. The Client recognizes that data, documents, or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, any electronic documents provided to the Client are for informational purposes only and are not intended as an end product. BVNA makes no warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against BVNA and BVNA’s Consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents.~~

Relationship of Parties.—~~BVNA is an independent contractor, and nothing contained herein shall be construed as constituting any other relationship with Client, nor shall it be construed as creating any relationship whatsoever between Client and BVNA's employees. BVNA shall not be entitled, under this contract or otherwise, to any of the benefits under any employee benefit plan which Client or its affiliates or subsidiaries presently has in effect or may put into effect; nor will BVNA be considered an employee for purposes of any tax or contribution levied by any federal, state or local government. BVNA has sole authority and responsibility to hire, fire and otherwise control its employees, and neither BVNA nor any of its employees are employees of Client. BVNA agrees to comply with laws, rules, regulations and ordinances applicable to it as an employer.~~

Standard of Care.—~~**BVNA REPRESENTS THAT THE SERVICES, FINDINGS, RECOMMENDATIONS AND/OR ADVICE PROVIDED TO CLIENT WILL BE PREPARED, PERFORMED, AND RENDERED IN ACCORDANCE WITH PROCEDURES, PROTOCOLS AND PRACTICES ORDINARILY EXERCISED BY PROFESSIONALS IN BVNA’S PROFESSION FOR USE IN SIMILAR ASSIGNMENTS, AND PREPARED UNDER SIMILAR CONDITIONS AT THE SAME TIME AND LOCALITY. CLIENT ACKNOWLEDGES AND AGREES THAT BVNA HAS MADE NO OTHER IMPLIED OR EXPRESSED REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO THE SERVICES, FINDINGS, RECOMMENDATIONS OR ADVICE TO BE PROVIDED BY BVNA PURSUANT TO THIS AGREEMENT.**~~

Indemnity.—~~Subject to the Limitation of Liability included in this Agreement, BVNA shall indemnify and hold harmless Client from and against losses, liabilities, and reasonable costs and expenses (for property damage and bodily injury, including reasonable attorney’s fees), to the extent directly and proximately arising from BVNA’s negligent~~

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performance of services or material breach under this Agreement. — BVNA shall not be obligated to defend the Client until there is an actual finding of negligence or if the parties agree otherwise. — Client shall defend, indemnify and hold harmless BVNA, its employees, directors, officers, and agents, from and against claims, losses, liabilities, and reasonable costs and expenses (including reasonable attorney's fees) that are: i) related to, or caused by the negligence or willful misconduct of Client, its employees, or agents; ii) related to this Agreement or the work to be performed by BVNA for which BVNA is not expressly responsible; or iii) the expressed responsibility of the Client under this Agreement.

Limitation of Liability. — To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the total aggregate liability of BVNA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "BVNA") for all claims for negligent professional acts, or errors or omissions arising out of this Agreement for services is limited to \$50,000 or, if greater, the compensation received by BVNA under this Agreement. —

Consequential and Punitive Damages. — Neither BVNA nor Client shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party, or to any third party. — No punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances.

Insurance. — BVNA, at BVNA's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance Policies with insurers possessing a Best's rating of no less than A:VII:

Workers' Compensation Coverage: BVNA shall maintain Workers' Compensation and Employer's Liability Insurance for its employees in accordance with the laws of the state where the services are being performed. Any notice of cancellation or non-renewal of all Workers' Compensation policies will be sent to the Client in accordance with the policy provisions.

General Liability Coverage: BVNA shall maintain Commercial General Liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.

Automobile Liability Coverage: BVNA shall maintain Automobile Liability insurance covering bodily injury and property damage for activities of BVNA employee arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Professional Liability Coverage: BVNA shall maintain Professional Errors and Omissions Liability for protection against claims alleging negligent acts, errors or omissions which may arise from BVNA's services under this Agreement. — The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis.

BVNA shall name Client as additional insured and other parties that it deems appropriate to be additionally insured under BVNA's Commercial General Liability policy and Automobile Liability policy, if requested to do so by Client. The Client, on its own behalf and on the behalf of any others that are named as additionally insured at Client's request, agrees that providing such insurance or the additional insured endorsement shall in no way be construed as an assumption by BVNA of any liability for the negligence or willful misconduct or any wrongful behavior on the part of Client or others that are named additionally insured. — Client shall name BVNA as additional insured on its Builder's Risk policy.

Cause of Action. — If Client makes a claim against BVNA, for any alleged error, omission, or other act arising out of the performance of its professional services and to the extent the Client fails to prove such claim, then the Client shall pay all costs including attorney's fees incurred by BVNA in defending the claim. — Any cause of action brought against BVNA shall be brought within one (1) year of the work or services performed under this Agreement.

Compliance with Laws. — BVNA shall use the standard of care in its profession to comply with all applicable Federal, State and local laws, codes, ordinance and regulations in effect as of the date services provided.

Resolution of Disputes. — All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches

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of contract, errors, omissions, or acts of professional negligence, except those disputes which arise out of or are related to collection matters or fees alone under this Agreement, (collectively "Disputes") shall be submitted to non-binding mediation before and as a condition precedent to the initiation of legal proceedings. In no event shall any Disputes be subject to binding arbitration. Upon written request by either party to this Agreement for mediation of any dispute, Client and BVNA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and BVNA within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

Choice of Forum.— This Agreement shall be governed by and construed in accordance with the laws of the state where the BVNA office originating the work or proposal is located.

Releases.— All lien releases will be limited to payment issues; no additional terms and conditions may be added to a release of lien.

a. **Termination for Convenience.**— Either party may terminate the Services under this Agreement other than by reason of default, at any time, by sending written notice thereof thirty (30) days in advance of the termination date. Upon such termination, Client shall pay BVNA for the Services performed to and including the date of termination. In addition, Client shall pay BVNA for any materials, supplies or equipment which are in transit or under commitment; all other fees and expenses BVNA incurs because of the termination; and a termination charge which, in the absence of agreement to the contrary, shall be ten percent (10%) of the amount which would be required to compensate BVNA for completing the Services.

b. **Termination for Cause.**— BVNA may suspend or terminate the Services under this Agreement for cause upon thirty (30) days written notice to Client in the event Client fails to substantially perform Client's obligations under this Agreement. Such failure by Client shall include, but is not limited to, the failure to make payments to BVNA in accordance with the requirements of this Agreement. Client may suspend or terminate the Services under this Agreement for cause upon thirty (30) days written notice to BVNA in the event BVNA fails to substantially perform BVNA's obligations under this Agreement. Such failure shall include, but is not limited to, BVNA's failure to perform the Services under this Agreement in accordance with the standard of care set forth in this Agreement. Upon receipt of written notice, the receiving party shall have thirty (30) days to cure the failure. In the event either party terminates this Agreement for cause and it is later determined or agreed that the non-terminating party had not failed to substantially perform its obligations under the Agreement, the termination shall be treated as a termination for convenience.

c. **Termination by Client.**— If the Client terminates this agreement without cause, the Client shall have two options concerning work and assignments that are in progress. The Client shall select from: (1) Allowing BVNA the opportunity to complete all work and assignments in progress that may be completed by another provider after the effective date of BVNA's termination; or (2) Providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements regarding all work and assignments that remain in progress upon BVNA's termination effective date. In the event that Client is silent on termination or does not make an affirmative selection, option (2) providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements will be the default and active selection.

d. **Termination by BVNA.**— If BVNA terminates without cause, BVNA will provide client with a thirty (30) day transition period from the notice of termination to allow Client sufficient time to secure a new Service Provider. During this transition period, BVNA and Client's responsibilities under this agreement will remain in full force and effect. At the end of the thirty (30) day transition period BVNA will cease all activities. In the event Client shall request BVNA to continue to provide any Services beyond the expiration of the transition period, including any extensions, then BVNA and Client may negotiate in good faith terms of any such extension, including the pricing of Services.

Force Majeure.— A delay in, or failure of, performance of either party hereto shall not constitute a default hereunder or give rise to any claim for damage if and to the extent such delay or failure is caused by (an) occurrence(s) beyond the reasonable control of the party affected, including, but not limited to, act(s) of God, or the public enemy, expropriation or confiscation of facilities or compliance with any order or request of governmental authority or person(s) purporting to act therefore affecting to a degree not presently existing the supply, availability, or use of

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engineering personnel or equipment, act(s) of war, public disorder(s), insurrection(s), rebellion(s), or sabotage, flood(s), riot(s), strike(s), or any cause(s), whether or not of the class or kind of those specifically named above, not within the reasonable control of the party affected, and which, by the exercise of reasonable diligence, said party is unable to prevent. A party who is prevented from performing for any reason shall immediately notify the other party in writing of the cause of such non-performance and the anticipated extent of the delay.

Audit. Client shall have the right during the course of the Work and until one (1) year after acceptance of the Services to audit BVNA's books and records relating to the costs to be reimbursed pursuant to Article 3. BVNA shall, during the progress of the Services, provide Client with evidence of payment for and records of receipt of materials, supplies and equipment as they become available and are presented for payment, together with such other data as Client may reasonably request.

Remedies. The obligations and remedies provided herein are exclusive and in lieu of any other rights or remedies available at law or in equity.

Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Client: _____

If to BVNA: _____ Bureau Veritas North America, Inc.
_____ Attn: Contract Processing
_____ 1000 Jupiter Road, Suite 800
_____ Plano, TX 75074

With cc to: _____ Bureau Veritas North America, Inc.
_____ Attention: Legal Department
_____ 1601 Sawgrass Corporate Parkway, Suite 400
_____ Fort Lauderdale, FL 33323

Confidential Information. Neither party shall disclose information identified as confidential to anyone except those individuals who need such information to perform the Services; nor should either party use such confidential information, except in connection with the Work, the performance of the Services or as authorized by the other party in writing. Regardless of the term of this Agreement, each party shall be bound by this obligation until such time as the confidential information shall become part of the public domain. Confidential information shall not include information which is either: (i) known to the public; (ii) was known to the receiving party prior to its disclosure; or (iii) received in good faith from a third party. If either party is required to produce information by valid subpoena or Court order, parties agree to first provide prompt notice to other party in order to allow the party to seek a protective order or other appropriate remedy. This shall not prevent either party from disclosing information to the extent reasonably necessary to substantiate a claim or defense in any adjudicatory proceeding. Client agrees that BVNA shall be permitted to use Client's name and logos in BVNA's marketing materials unless advised or prohibited against it by the Client in writing. The technical and pricing information contained in any proposal or other documents submitted to Client by BVNA is to be considered confidential and proprietary and shall not be released or disclosed to a third party without BVNA's written consent.

Miscellaneous. This Agreement constitutes the entire agreement between the parties and shall supersede other

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agreements and representations made prior to the date hereof. No amendments to this contract or changes in the Scope of the Services shall be valid unless made in writing and signed by the parties. Pre-printed terms and conditions (including, but not limited to, waivers of rights and remedies, and variations from any of the warranty, guarantee, standard of care, indemnity, and liability provisions) contained in purchase orders, work orders, invoices or other documents issued by Client with respect to any Services shall have no force or effect and shall be superseded by the terms and conditions herein. The captions in this Agreement are for purposes of convenience only and form no part of this Agreement. In no event shall they be deemed to limit or modify the text of this Agreement. The invalidity or unenforceability of any portion(s) or provision(s) of this Agreement shall in no way affect the validity or enforceability of any other portion(s) or provision(s) hereof. Any invalid or unenforceable provision(s) shall be severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain a particular portion(s) or provision(s) held to be invalid or unenforceable. In the event the terms and conditions of this Standard Professional Services Agreement conflict with the terms and conditions of any other agreement, this Agreement shall govern and control over any such conflicts.

Non-Solicitation / Hiring of Employees.

The loss of any such employee would involve considerable financial loss of an amount that could not be readily established by BVNA. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to BVNA, the Client shall pay to BVNA a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages.

BVNA's employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay BVNA's legal expenses, administrative costs and fees pursuant to BVNA's then current fee schedule for BVNA to respond to any subpoena.

Prevailing Wage. This Agreement and any proposals hereunder specifically exclude compliance with any project labor agreement or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of the proposal, this Agreement and any proposals hereunder specifically exclude compliance with any State or Federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services, BVNA is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to BVNA, and that all wages and cost estimates contained herein are based solely upon standard, no-prevailing wage rates. Should it later be determined by the Client or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed documents between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless BVNA from any liability resulting from a subsequent determination that prevailing wage regulations cover the Projects, including all costs, fines and reasonable attorney's fees.

Interpretation of Agreement. This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

Waiver of Jury Trial. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

Third Party Beneficiary. It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and BVNA. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and BVNA that any such person or entity, other than Client or BVNA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

Assignment. Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by BVNA or an assignment to an Affiliate of BVNA if such successor or Affiliate assumes all obligations under this Agreement. Any attempted assignment, which requires consent hereunder, shall be void and shall constitute a material breach of this Agreement if such consent is not obtained.

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CLIENT

By: _____

Print Name: _____

Title: _____

Date: _____

BVNA

By: _____

Print Name: _____

Title: _____

Date: _____

DTQRR: _____

Date: _____

Attachments:
Scope of Services
Fee Schedule

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ATTACHMENT A

SCOPE OF SERVICES

CONSTRUCTION CODE SERVICES

BVNA and the representatives of BVNA are charged with the enforcement of the provisions of the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, acting in good faith and without malice in the discharge of the duties required by these codes or other pertinent law or ordinance shall not thereby be rendered personally liable for damages that may accrue to persons or property as a result of an act or by reason of an act or omission in the discharge of such duties.

Plan Review

Non-Structural Plan Review services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, and other provided code related documents, as approved by the Jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the Jurisdiction. The Jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the Jurisdiction.

Inspections

Inspection services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code. Special inspections as specified in chapter 17 and non-prescriptive structural inspections of the adopted International Building Code are not included and may be required as specified in the International Building Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority and the Certificate of Occupancy will be issued at the discretion of the Jurisdiction.

FIRE SERVICES

Fire Services Plan Review

Commercial and Single Family Fire Sprinkler System Plan Review, Commercial Fire Alarm Plan Review, Commercial Underground Fire Sprinkler System Plan Review, Commercial Alternative Fire Extinguishing Systems (includes Kitchen Fire Suppression System, Clean Agent Systems, and CO2 Systems) Plan Review and Commercial Above and Below Ground Fuel Storage Tank Plan Review shall be conducted as required by the Jurisdiction's Fire Code, and other provided code related documents, as approved by the Jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the Jurisdiction. The Jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the Jurisdiction. (The State of Texas requires the design and installation of Underground Fire Sprinkler Supply Line plans to be performed by a Licensed Underground Fire Sprinkler Contractor.)

Fire Services Inspections

Commercial and Single Family Fire Sprinkler System Inspection, Commercial Fire Alarm Inspection, Commercial Underground Fire Sprinkler System Inspection, Commercial Alternative Fire Extinguishing Systems (includes Kitchen Fire Suppression System, Clean Agent Systems, and CO2 Systems) Inspection, Commercial Above and Below Ground Fuel Storage Tank Inspection and Commercial Fire Certificate of Occupancy Inspection services shall be conducted as required by the Jurisdiction's Fire Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority. (The State of Texas requires the design and installation of Underground Fire Sprinkler Supply Line plans to be performed by a Licensed Underground Fire Sprinkler Contractor.)

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Annual Fire Safety Inspections

Annual Fire Safety Inspections will be conducted in accordance with the Jurisdiction's Fire Code for commercial establishments and public buildings subject to an annual operation permit.

Fire Code Plan Review Services and Inspection Services

Site and building Plan Review and Inspection services shall be conducted as required by the Jurisdiction's Fire Code.—Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction.—The Building Official of the Jurisdiction is the final interpretive authority.

HEALTH SERVICES

BVNA will have an exclusive agreement with Client to ensure compliance with the provisions of the Jurisdiction's Adopted Food Establishment Ordinance.—In absence of said ordinance, the provisions of Title 25 Texas Administrative Code Chapter 228, regarding the regulation of food establishments, known as the Texas Food Establishment Rules (TFER), will be enforced.—The Texas Administrative Code (TAC), Standards for Public Pools and Spas, Section 265.181 –265.200 will be enforced for public swimming pools and spas.

BVNA services include the following per permitted installation:

- Review plans for compliance with the applicable laws and rules required.
- Perform inspections to determine compliance with the applicable laws and rules required.
- Inspections will be performed by a Texas Registered Sanitarian
- Update or create the required Health forms.
- Web-based project tracking of Health permits.
- Provide written report of any deficiencies.
- Investigation of complaints on permitted facilities.

The Client will have final interpretive authority over all plans, specifications and inspections and is charged with the issuance of all permits and certificates of occupancy.

PUBLIC WORKS SERVICES

Upon receipt of written Notice to Proceed from Client, BVNA will provide Inspection services relative to Public Works Services as outlined below to verify conformance with approved plans, specifications and local ordinances provided by Client.

Inspections

Inspection services include, but are not limited to making site observations, writing correction notices and field reports, attending meetings and answering inquiries in person or by telephone.

Plan Review

Plan Review services include, but are not limited to verification of plan compliance with adopted public works standards, attendance at pre-plan design meetings and follow up on design issues.

Technical Support

BVNA will be available for pre-construction or field site meetings and will provide field staff for observation purposes as needed.

Comprehensive Planning and Mapping services shall be provided as outlined below.

Base Mapping

BV shall prepare a corporate area base map, which shall show at least the features (a) through (k) below:

- Highway and street rights-of-way;
- Highway designations and street names;
- All major drainage ways;
- Major bodies of water;
- Block and lot lines for all platted subdivisions as available;
- Property lines within unplatted subdivisions as available;
- The width of all major utility easements;
- Railroad rights-of-way;
- All subdivisions and their names;
- Corporate limits;
- Other major facilities or features to include but not necessarily limited to:
 - Major park and recreation areas and facilities;
 - Water Treatment plants;
 - Sewage Treatment plants;
 - Extraterritorial jurisdiction line, as appropriate; and
 - Other significant features.

Housing Inventory, Analysis and Plan

BV shall prepare a housing conditions inventory, analysis and plan.

BV shall develop criteria to be used in the classification of building conditions and formulate definitions for each classification. —As a minimum, the four following classifications shall be utilized within the study:

- Standard;
- Minor Deteriorating;
- Major Deteriorating; and
- Dilapidated.

BV shall perform an assessment of the exterior of all residential buildings within the city to determine the physical condition of each building or structure. —BV will record vacant and abandoned residential units as the assessment is being made.

BV shall use the base map to create a Housing Conditions Map depicting all housing conditions as inventoried and showing all housing and its classification as defined by the developed criteria.

BV shall conduct an analysis of housing data to determine problems and housing needs of the current and prospective population.

BV shall prepare a goal(s) statement and annual housing related objectives. —To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement.

BV shall identify future implementation actions and probable costs, both public and private, to be taken annually over the next three to five years. —These activities shall result in the preparation of an overall program design for housing related activities.

Population

BV shall compare census data of the locality from 1960 to present. —BV will provide number of persons in each of the sex, race and Hispanic origin categories.

BV shall determine existing population estimates of the locality by occupied dwelling units. —A realistic assessment of the locality's existing population shall be made by reliable methods.

BV shall estimate the locality's future population by five year increments for the next fifteen to twenty years based on existing trends.

BV will use the base map for illustrative purposes a Population Distribution Map showing the existing and projected population distribution for the planning period.

Land Use Inventory, Analysis and Plan

BV shall assess and inspect each plot, tract and parcel of land within the project area to determine its use. —

The project area should include the city's extraterritorial jurisdiction (ETJ).

BV shall use categories in classifying land uses shall include, as a minimum, the following:

- Vacant (vacant developed or vacant undeveloped);
- Agriculture (cultivated and range land—five or more acres);
- Residential (single family, two family, multi-family, manufactured and mobile homes);
- Commercial; (retail and services);

Industrial; (light and heavy);
Public and Semi-Public (schools, parks and public buildings); and
Other such additional or subcategories as may be deemed necessary to accurately reflect the existing pattern of land areas.

BV shall prepare a color-coded Existing Land Use Map of the corporate and ETJ area using the base map.—

Colors should conform to standard code.

BV shall make a tabulation of the existing land uses to show:

Total acreage by use;
Percentage of acreage in each land use;
Acres per 100 persons, or other standard for comparison purposes; and
Developed and undeveloped land as a percent of the total land.

BV will make an analysis of the community regarding past and potential developments and will report on factors affecting the development of land, such as those below:

Occupied dwelling units;
Existing land use;
Thoroughfares
Existing and anticipated population;
Soil characteristics as related to developments;
Adequacy of public utilities;
Adequacy of public facilities;
Storm drainage problem areas;
Natural and man-made constraints.

BV shall prepare a goal(s) statement and annual land use related objectives and, using the base map at, BV shall prepare a color-coded Future Land Use Map to illustrate the future physical development of the locality during the planning period.

B. Economic Development

Historic Development And General Characteristics

Studies and plans being prepared under this contract should be coordinated with previously developed studies and plans, including any available with the appropriate state office, the regional planning council, etc.

BV shall make a review and analysis of the factors which have contributed to the present development of the planning area to include the following:

Development of the economy;
Physical growth of the community;
The relationship of the community to the region.

Economic Base, “Barrier Analysis”

BV will prepare an inventory of the social, economic, governmental and industrial elements of the area's development and potential.— The inventory shall, to the extent possible, examine the number of people employed in the retail trade, manufacturing, construction and government, the dollar volume of various local employers, and employee income levels.—The inventory shall, as a minimum, include, but need not be limited to, the following, as available and appropriate:

Retail facilities;
Wholesale facilities;
Service facilities;
Financial facilities;
Manufacturing facilities;
The physical facilities and rates for the following utilities and communication services:
Electric;
Water;
Natural gas;
Sewage and garbage disposal;
Transportation;
Quantity, quality and availability of raw materials;
Labor supply by sex, industry, and skills;
Available industrial sites and buildings to include:
Location;
Utility connections;
Transportation;

Availability.

BV will determine to the extent possible the relationship of the elements inventoried to economic development potential.

A "barrier analysis" shall be prepared which rates the following cost factors and operating condition factors, as appropriate.—The ratings shall be assigned based on a comparison with regional, state and/or national standards.

Cost Factors:

Wage levels (g) Land/site costs
Electricity costs (h) Local property taxes
Fuel costs (i) Financing costs
Water costs (j) State costs
Sewer costs (k) Other(s), as appropriate
Building costs

Operating Condition Factors:

Unskilled labor supply (k) Availability of air service
Skilled labor (l) Vocational education facilities
Productivity (m) Site availability
Unionization (n) School facilities
Labor-management relations (o) Medical services
Electric power availability (p) Natural features, resources, geography, etc.
Water and sewer availability (q) Others, such as, telecommunications,
Gas availability aesthetics, community receptivity, laws,
Common motor carrier service community organizations, debt, etc.
Rail/freight service

BV shall determine whether the city should use other standards and analysis tools in addition to those above to derive an alternative comparison.

BV shall coordinate with community leaders and draw some conclusions as a result of the inventory and analysis required above; and,

Determine whether the pattern of economic growth should be altered.

BV shall suggest what type of policies and/or codes should be implemented to improve conditions for the encouragement of economic opportunities and local business expansion and attraction.

3. PLAN

BV shall develop an economic development plan with goals and objectives.—To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement.

The implementation strategy should focus on private and public investment and resources.—

The plan shall include graphics, if appropriate, and shall suggest a response to the inventory and analysis above and provide appropriate or possible:

Public/private sector projects and their costs;
Financing sources and incentives; and
Changes to policies, codes and ordinances that could improve the economic climate.

C. Central Business District

1. Commercial Area Inventory

BV shall make an assessment of the Central Business District (CBD) that should include its area of immediately adjacent influence to include but not necessarily limited to the following:

The existing land use of the Central Business District;
Street rights-of-way and pavement widths, where applicable;
Locations and condition of sidewalks, curbs and gutters;
On and off street parking;
Condition of buildings;
Location of traffic controls by types; and
Traffic volumes and turning movements for major streets, where available;
Physical geographic features of the community that could have a positive or negative effect on the integrity of the CBD.

BV shall show the above inventory on a symbol-coded map.

BV shall prepare a drawing to show the relationship of the CBD to other supportive and competitive development within the community.

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2. Analysis

BV shall analyze the findings above and should determine:

- The Central Business District and its relationship to community development to determine if improvements or rearrangement of commercial facilities are needed;
- A ratio of existing and projected commercial acreage;
- A ratio of used and vacant commercial floor area in the central business district; and
- Other significant details and their impact on the vitality of the central business district as they become evident during the course of the study.

3. Central Business District Plan

BV shall prepare a goal(s) statement and annual Central Business District related objectives.

To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement.

In relation to recognized problems, goals and objectives, BV shall prepare recommendations that could improve the aesthetic values and physical integrity of the Central Business District considering possible:

- Improvement to facades and alleyways;
- Pedestrian walkways;
- Landscape treatment of street medians, pedestrian ways and rest areas; and/or
- Removal of obsolete buildings and overhead utility lines.

BV shall prepare a Central Business District Plan to graphically illustrate the redevelopment of the area in relation to the formulated goals and objectives.—The Central Business District

Plan map(s) shall, as a minimum include but not necessarily be limited to:

- Any necessary rearrangement of land uses to improve compatibility;
- Any necessary building relocation or reorientation in order to improve their usefulness; and
- On and off street parking areas.

BV shall present phased improvements, estimated costs and sources of funding.

D. Street System

1. Street Study

BV shall make an inventory of the physical characteristics of the street system to record, but not necessarily be limited to the following:

- Rights-of-way widths, as available;
- Paving widths, types and condition of pavement;
- Curb and gutter and/or borrow (roadside) ditches;
- Other information concerning configuration, traffic flow, and street conditions, including possible impediments to traffic flow, particularly in an emergency situation, as appropriate and/or available.

Data and information from the Texas Department of Transportation shall be used to the maximum extent feasible.

Using the base map for illustrative purposes, BV shall prepare a Street Conditions Map showing the existing street system inventory.

2. Street System Analysis

BV shall make an analysis of the street system and list and rank problems and should present possible alternative actions and costs in providing solutions.

BV shall determine the adequacy of the system to meet existing and forecasted needs, including during emergency situations, and make recommendations for any needed improvements concerning configuration, traffic flow and street conditions.—Recommendation should prepare for contingencies, including planning evacuation routes.

3. Street Plan

BV shall prepare a goal(s) statement and street-related objectives for the planning period and should include construction-related and policy-related recommendations regarding streets' improvements.—To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:

- Priorities;
- Estimated costs; and
- Sources of possible funding.

Using the base map BV shall prepare a Future Street Conditions Map.

The plan shall provide for the elimination of deficiencies and recommended improvements to meet

forecasted needs.—Improvements shall be in accordance with accepted municipal standards and shall be shown by phases.

E. Thoroughfare System

1. Inventory Of Major And Collector Streets

~~BV shall prepare standards or criteria to determine the definition for major and collector streets and shall include the information in the narrative section of the study.~~

~~BV shall conduct a study of major and collector streets to determine the present condition of these streets within the planning area.—The study should include but not necessarily be limited to:~~

~~Peak hour and average daily traffic counts, where available;
Right-of-way widths;
Paving widths, types and condition of pavement;
Traffic control data;
Parking restrictions;
Curb and gutter;
Origin and destination information, where available;
Land use and traffic generator information;
Truck routes; and,
Emergency routes.~~

~~e. Information from prior studies, the county, Texas Department of Transportation and other available sources shall be used to the maximum extent feasible.~~

~~Using the base map for illustrative purposes, BV shall prepare a Thoroughfare Conditions Map to show b. (1) through (9), above, as applicable.~~

2. Thoroughfare Analysis

~~BV shall list and rank problems related to the thoroughfares system.~~

~~To determine the size and quality of streets needed in the project area, an analysis shall be made for all major and collector streets, their locations, adequacy or inadequacy for existing and forecasted population, land uses, etc.—As a minimum, the following should be considered, where appropriate:~~

~~Texas Department of Transportation traffic counts, local traffic habits, and other factors;
Circulation studies prepared previously; and
Street standards approved by the locality and State.~~

3. Thoroughfare Plan

~~BV shall prepare a goal(s) statement and thoroughfare system-related objectives for the planning period and should include construction-related and policy-related recommendations regarding thoroughfare system improvements.—To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement.—General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:—~~

~~Priorities;
Estimated costs; and
Sources of possible funding.~~

~~In relation to the analysis of existing and anticipated land use, school and park locations, travel habits, employment centers, traffic generators, traffic volumes; and in coordination with plans of the Texas Department of Transportation, and other available studies, BV shall prepare a plan for a system of thoroughfares, major and collector streets to meet the future circulation needs of the planning area.—~~

~~Using the base map at its contracted scale for illustrative purposes, BV shall show phased improvements on a Future Thoroughfares Map.~~

~~BV will prepare sketch plans for improved channeling of traffic at intersections where problems exist or are anticipated during if needed.~~

F. Water System

1. Water System Inventory

~~BV shall make a review of all prior studies and other available data on the existing water system.—~~

~~BV shall make an inventory of the physical characteristics of the system to include, but not necessarily be limited to the following:~~

~~Location of lines, valves, fire hydrants, and line sizes;
location and capacity of ground and elevated storage facilities;
Location and capacity of wells and pumps;~~

Location and capacity of water treatment facilities, as appropriate;
Location and capacity of generators;
Condition of system elements and other system data, as available.
Using the base map for illustrative purposes, BV shall prepare a Water System Map showing existing facilities as specified in the inventory required above.—Mapping shall show all facilities and illustrate the entire area that the facilities serve.
BV shall report appropriate standards and criteria used to determine the water system needs and include them in the narrative section of the report, including the name of publications where standards can be found.—Reference shall be made to the existing and required Drought Contingency and Water Conservation Plan.

2. Water System Analysis

BV shall make an analysis of the water system and list and rank problems and should present possible alternative actions and costs in providing solutions, while particularly considering the water system's ability to provide reliable service, including fire protection within state standards during drought conditions.—As a minimum, the following should be considered in determining problems connected with the water system:

Water quality;
Storage facilities;
Availability of water; future needs;
Water pressure;
Water costs to city;
Water cost to customers and review of current and
Operation procedures.

Distribution lines;

Ability to function under disaster situations, such as, flood, fire, tornado, power outages, etc.

BV shall determine the adequacy of the system to meet existing and forecasted needs.

BV shall evaluate the local system's capability to provide water under drought and other disaster-related conditions and in regard to its drought contingency and water conservation plan and accepted conservation practices.

BV shall evaluate the local system's capability to provide water, including during drought and other disaster-related conditions, and coordinate with the Regional Water Plan and the State Water Plan, where applicable.

3. Water System Plan

BV shall prepare a goal(s) statement and water system-related objectives for the planning period and should include construction-related and policy-related recommendations regarding water system improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement.—General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:—

Priorities;
Estimated costs; and
Sources of possible funding.

The studies and plans developed shall be in strict accord with criteria established by the Texas Commission on Environmental Quality (TCEQ), Texas Water Development Board (TWDB) and the Texas Department of Insurance.

As much as is applicable, appropriate and possible during the contract period and in coordination with TCEQ, which requires drought management plans, BV shall include drought and conservation plans in its overall water system plan.—The plans should also include consideration of water provision during other disaster situations, such as flood, fire, tornado, power outages, etc.

Using the base map for illustrative purposes, BV shall illustrate the existing and proposed water system and findings on a Future Water System Map.—Recommended improvements shall be shown by phases.

G. Wastewater System

1. Wastewater System Inventory

BV shall make a review of all information regarding the existing wastewater system.

BV shall make an inventory of the physical characteristics of the system to include, but not necessarily limited to the following:

Location, condition, and size of lines as available;

- Location of manholes and cleanouts;
- Location and capacities of lift stations;
- Location and capacity of generators;
- Treatment facility and operation arrangement.

Using the base map for illustrative purposes, BV shall prepare a Wastewater System Map showing the existing facilities in relation to topographic features.

BV shall report standards or criteria used to determine wastewater system needs and include the criteria in the narrative section of the report with the name of the publication(s) where standards can be found.

2. Wastewater System Analysis

BV shall list and rank problems related to the wastewater system and should present possible alternative actions and costs in providing solutions.—As a minimum, the following should be considered in determining problems of the wastewater system:

- Infiltration;
- Industrial waste and special treatment facilities;
- Operational procedures;
- Unserved areas;
- Characteristics of the soil and terrain affecting collection treatment;
- Ability to function under disaster situations, (flood, fire, tornado, power outages, etc.).

3. Wastewater System Plan

BV shall prepare a goal(s) statement and wastewater system-related objectives for the planning period and should include construction-related and policy-related recommendations regarding wastewater system improvements.—To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement.—General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:—

- Priorities;—
- Estimated costs; and—
- Sources of possible funding.

Using the base map for illustrative purposes, BV shall prepare a Future Wastewater System Map illustrating phased improvements to the wastewater system in relation to the existing system and topographic features.

Such prepared plan shall be done in accordance with criteria and standards established by the Texas Commission on Environmental Quality (TCEQ).

H. Storm Drainage System

1. Storm Drainage Inventory

BV shall conduct an assessment of the project area for any existing storm drainage facilities and all natural drainage courses to include as a minimum:

- Location and condition of drainage ways;
- Location and condition of curb and gutter, borrow (roadside) ditches, culverts, and storm sewers;
- Location of 100-years flood hazard areas; and
- Identification of areas within the community where local flooding has occurred.

Using the base map for illustrative purposes, BV shall prepare a Storm Drainage Map showing the existing facilities in relation to topographic features.

2. Storm Drainage Analysis

BV shall list and rank problems related to storm drainage and should present possible alternative actions and costs in providing solutions.

BV shall prepare an analysis of the existing drainage system for both natural and man-made facilities.—Major and minor drainage areas and areas that have experienced flooding shall be delineated.

Drainage characteristics of the areas shall be briefly described and analysis shall be made to determine methods of eliminating local flooding and eroding of local streets.—Data, as available through the National Flood Insurance Program of the Federal Emergency Management Agency, shall be utilized to the fullest extent possible.

3. Storm Drainage Plan

BV shall prepare a goal(s) statement and storm drainage-related objectives for the planning period and should include construction-related and policy-related recommendations regarding storm drainage improvements.—To the extent possible, objectives shall be stated in quantifiable terms and target dates

set for their achievement.—General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:—

Priorities;—

Estimated costs; and—

Sources of possible funding.

Using the base map for illustrative purposes, BV shall prepare a Future Storm Drainage Map illustrating phased improvements related to storm drainage in relation to the existing conditions and topographic features.

I. Recreation And Open Space

1. Recreation And Open Space Inventory

BV shall take an inventory of the community's existing parks, recreation facilities and open spaces to include but not necessarily be limited to the following:

Location, type and use of public parks;

Location and type of public recreation facilities, including public school facilities;

Open spaces of all types including boulevards, parkways, floodplains, conservation areas, etc.

BV shall identify the service area of the parks and recreational opportunities it provides.

Review and report on recreational facilities and open spaces serving the community's population, but outside the municipality's jurisdiction.

Review and report on major recreational facilities serving the community's population that are privately or semi-publicly owned and operated.

2. Recreation And Open Space Analysis

In coordination with city officials, BV shall establish level of service standards and criteria for determining adequacy of existing parks, recreational facilities and open space and future requirements.

BV shall utilize workshops, hearings and/or canvasses to maximize opportunities to solicit public input on needs and document the dates of the methods used.

BV shall describe the legitimate method for assessing needs.—Explain how public input was used to assess needs.

In consonance with the recommended standards, BV shall make a study and analysis to determine the adequacy of the existing parks and recreational facilities to meet the needs of the present and forecasted population, considering population growth, and change in composition.

BV shall prepare a listing and priority ranking of problems relating to recreation facilities and open spaces.—Explain how priorities were determined.

3. Recreation Facilities And Open Space Plan

In cooperation with municipal agencies, BV shall determine specific goals relating to recreation and open space requirements and prepare short and long range (five and ten years') objectives to accomplish the stated goals.

In relation of existing facilities, recognized problems, and in consonance with goals and objectives, BV shall prepare a parks and open space plan.—The plan shall contain appropriate text and mapping and shall, as a minimum, include:

Recommendations for improvements and expansion to existing facilities;

Recommendations for the general location of new facilities;

Recommendations for the development and protection of open space areas to include conservation areas and other areas endorsed with natural beauty; and

Recommendations toward coordinating municipal programs and facilities with other overlapping services within the community, such as school facilities, etc.

Population projections for the period of the plan and demographics on ethnicity, age and income.

The existing and proposed parks (and facilities, as appropriate), greenbelts and open spaces illustrated on the base map at its contracted scale.

Recommended community improvements for the first five years shall be programmed and shall, as a minimum, include the following:

Phasing of clear and measurable priorities;

Timeline for completion;

Estimated cost by project; and

Possible sources of funding.

J. Capital Improvements Program

[Type here]

1. Financial Analysis

BV shall make a financial analysis of the municipality to the extent possible to determine the municipality's approximate ability to finance present and future capital improvements.—The study should include, but not be limited to the following:

- Past, present, and anticipated sources and amounts of income;
- Annual budgets;
- Operating costs;
- Direct and overlapping public debt;
- Outstanding municipal bonds and their schedule of retirement;
- Public improvements financing practices; and
- Recommended standards concerning debt limitations.

2. Capital Needs List

Based on the previous studies, and all capital needs, BV shall prepare a capital needs list of projects by category with general priorities for improvements to be accomplished during the planning period through workshop meetings with local officials.—BV shall classify the type of capital improvements according to guidelines, such as:

- Mandatory: Those, which protect life or health.
- Necessary: Those, which are important public services.
- Desirable: Those, which replace obsolete facilities.
- Acceptable: Those, which reduce operating costs.

3. Capital Improvements Program

In consonance with the capital needs list and in coordination with the city's budget, BV shall prepare a schedule of projects recommended for the municipality for the first five (5) to six (6) years of the planning period.—The schedule shall list projects by category together with estimated cost, sources of funds and year of construction.

A map shall be prepared to show the projects by type and year of construction.

K. Subdivision Ordinance

1. Ordinance Development

BV shall prepare technical material necessary for the drafting and/or updating of a subdivision ordinance that will best be adapted to direct the platting of land consistent with proposals of the previously prepared Land Use Plan.

The technical material prepared shall be based on sound platting and planning principles and not be inconsistent with all applicable laws.

2. Ordinance Review

Following development of the technical material and prior to adoption, BV shall seek counsel and advice from the city's attorney regarding the legal aspects and implications of subdivision controls.

BV shall prepare the technical material for the subdivision ordinance in a form suitable for its adoption and submit it in report form to the Department as provided herein.

L. Zoning Ordinance

1. Ordinance Development

BV shall prepare technical material necessary for the drafting of zoning ordinance that will best be adapted to direct the use of land consistent with proposals of the city's previously prepared Land Use Plan.

Technical material on zoning shall be based on sound zoning principles and not be inconsistent with all applicable laws.

Based on the Land Use Plan and other plans related to physical development of the municipality, BV shall have prepared a Zoning District Map using the base map.

2. Ordinance Review

Following development of the technical material and prior to adoption, BV shall seek counsel and advice from the city's attorney regarding the legal aspects and implications of zoning.

The technical material on zoning and the recommended zoning district map shall be prepared in report form suitable for adoption.

Current Planning Activities

Zoning Application and request reviews and analysis

[Type here]

Property owner information within 200 feet of site application can be mapped and mailing labels provided.
Public notice can be submitted to the newspaper of record for publication and necessary documentation for agenda item posting can be provided.
Letters of notification with map can be mailed and site signage (By City) can be placed on the property 15 days prior to the Commission meeting date.
Zoning Ordinance based upon owner request will be prepared. — (Recommended ordinance wording can be provided).
An analysis/staff report can be prepared for city from a planning perspective.
Presentations for the Planning and Zoning Commission can be prepared and presented.
Presentations for the City Council can be prepared and presented.
Adjustments to the Comprehensive Plan and zoning map can be made if approved.

Site Plan Applications and request reviews and analysis*

Review of application for general completeness for accepting site plan for review.*
Review for compliance with appropriate general zoning district or planned development. — A copy of the document to be reviewed will be red lined and a written report provided itemizing each deficiency noted and returned to city. — If the city desires a direct line of communication with applicant can be facilitated.
Review for compliance with landscape requirements.
Review of circulation/fire lanes.
An analysis/staff report can be prepared for city from a planning design perspective.
Presentations for the Planning and Zoning Commission can be prepared and presented.
Presentations for the City Council can be prepared and presented. —

Preliminary Plat Applications and reviews

Review of application for general completeness for accepting for review.** — Rejection letter if necessary to stop 30-day clock for automatic approval.
Review for compliance with appropriate general zoning district or planned development guidelines. — A copy of the document to be reviewed will be red lined and a written report provided itemizing each deficiency noted and returned to city. — If the city desires a direct line of communication with applicant can be facilitated.
An analysis/staff report can be prepared for city approval/denial recommendation.
Presentations for the Planning and Zoning Commission can be prepared and presented.
Presentations for the City Council can be prepared and presented. —

Final Plat Applications and reviews

Review of application for general completeness for accepting for review.** Rejection letter if necessary to stop 30-day clock for automatic approval.
Review of conformance to preliminary plat.
Review for compliance with appropriate general zoning district or planned development guidelines. — A copy of the document to be reviewed will be red lined and a written report provided itemizing each deficiency noted and returned to city. — If the city desires a direct line of communication between applicant and BV can be facilitated.
An analysis/staff report can be prepared for city approval/denial recommendation.
Presentations for the Planning and Zoning Commission can be prepared and presented.
Presentations for the City Council can be prepared and presented.

Base Map/Zoning Map Updating:

Preparation of new digital base map.
Updating existing base map.
Updating or preparing zoning maps.

911 Addressing

Development of a 911 addressing system (Digital base map to be provided by city or prepared by BV).
Address all new developments

*Preliminary consultations can be provided to an applicant upon request to assist and guide them in the plan preparation process.

**If not available BV will develop checklists for each type of development to be used to check for minimum submittal requirements of an application.

[Type here]

EXHIBIT ATTACHMENT AB**FEE SCHEDULE****Construction Code Services****Commercial and Multi-Family construction plan review**

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$50. ⁰⁰
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$70.69 for the first \$10,000. ⁰⁰ plus \$5.46 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$152.59 for the first \$25,000. ⁰⁰ plus \$3.94 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$251.09 for the first \$50,000. ⁰⁰ plus \$2.73 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$387.59 for the first \$100,000. ⁰⁰ plus \$2.19 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,263.59 for the first \$500,000. ⁰⁰ plus \$1.85 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$2,188.59 for the first \$1,000,000. ⁰⁰ plus \$1.23 for each additional \$1000. ⁰⁰

Residential construction plan review and inspection**Commercial and Multi-Family construction inspection**

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$76. ⁹²
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$108.75 for the first \$10,000. ⁰⁰ plus \$8.40 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$234.75 for the first \$25,000. ⁰⁰ plus \$6.06 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$386.25 for the first \$50,000. ⁰⁰ plus \$4.20 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$596.25 for the first \$100,000. ⁰⁰ plus \$3.36 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,940.25 for the first \$500,000. ⁰⁰ plus \$2.85 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$3,365.25 for the first \$1,000,000. ⁰⁰ plus \$1.89 for each additional \$1000. ⁰⁰

Construction or Improvement of a Residential Dwelling

New Residential Construction	
Square Footage (S.F.)	Fee
0 - 1,500 S.F.	\$785.00
1,501 - 10,000 S.F.	\$785.00 for the first 1,500 S.F. plus \$0.35 for each additional S.F. to and including 10,000 S.F.
Over 10,000 S.F.	\$3,760.00 for the first 10,000 S.F. plus \$0.15 for each additional S.F. over 10,000 S.F.
Alterations / Additions / Improvements for Residential Construction	
Trade Permits	Fee
Building, Mechanical, Electrical, Plumbing, Fuel Gas and similar	\$100.00 per trade

[Type here]

ATTACHMENT B-(Cont.)**FEE SCHEDULE****Back-up inspections**

☛ Backup inspections will be performed during times of inspector absence due to illness, vacation or training at the listed rates. All other project activity will utilize the tables above.

Single Family Residential \$76.92 per address/building

Commercial and non-Single Family Residential \$125.00 per address/building/unit

☛ All fees billed upon issuance of the permit by the jurisdiction

Fire Services**Single Family Residential Fire Services**

Fire Code Plan Review Services	\$175.00
Fire Code Inspection Services	\$400.00

**Fire Code Plan Review Services - Commercial and Multi-Family construction
(Fire Alarm System & Fire Sprinkler System)**

Valuation	Fee, Each System
Less than \$6,250	\$200.00
\$6,250 to \$250,000	\$300.00
\$251,000 to \$500,000	\$425.00
\$501,000 to \$1,000,000	\$550.00
\$1,001,000 to \$3,000,000	\$800.00
\$3,001,000 to \$6,000,000	\$1,200.00
\$6,000,000 and up	\$1,200.00 plus \$0.38 for each additional \$1,000.00

**Fire Code Inspection Services - Commercial and Multi-Family construction
(Fire Alarm System & Fire Sprinkler System)**

Valuation	Fee, Each System
Less than \$6,250	\$300.00
\$6,250 to \$250,000	\$425.00
\$251,000 to \$500,000	\$525.00
\$501,000 to \$1,000,000	\$675.00
\$1,001,000 to \$3,000,000	\$950.00
\$3,001,000 to \$6,000,000	\$1,425.00
\$6,000,000 and up	\$1,425.00 plus \$0.38 for each additional \$1,000.00

Valuation is based on construction valuation for project

Fire Underground

Fire Code Plan Review (1 hour minimum)	\$100.00 per hour
Fire Code Plan Inspection (1 hour minimum)	\$250.00 per hour

[Type here]

ATTACHMENT B-(Cont.)**FEE SCHEDULE****Fire Extinguisher Suppression System**

Per permit, one Inspection	\$450.00
Each re-inspection	\$100.00

Fire Certificate of Occupancy Inspections

Fire Certificate of Occupancy inspections Ⓜ Minimum one hour per inspection	\$150.00 per hour
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Annual Fire Safety Inspections

Day Care, Foster Home, Commercial Business (each inspection and re-inspection per location)	\$100.00
Nursing Home / Assisted Living / School (each inspection and re-inspection per location)	\$250.00

Underground / Aboveground Fuel Storage Tanks

Fire Code Plan Review	\$350.00
Fire Code Inspection	\$450.00

Site Plan

Fire Code Plan Review (2 hour minimum)	\$250.00 per hour
Fire Code Plan Inspection (2 hour minimum)	\$250.00 per hour

The construction valuation is determined by the greater of the declared valuation of the project or the valuation calculated using the International Code Council Building Valuation Data table, first update of each calendar year.

Example:

Square Foot Construction Costs

Group (2012 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B Business	179.29	172.71	166.96	158.70	144.63	139.20	152.43	126.93	121.32

The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

New Building

Group B occupancy

Type VB construction

10,000 square feet total building area

Declared construction valuation \$1,100,000.

Calculated construction valuation - 10,000 square feet X \$121.32 per square foot = \$1,213,200.

The calculated construction valuation is greater than the declared construction valuation so \$1,213,200 is used to calculate the Bureau Veritas fee for the project.

* Note: BVNA fees do not include any taxes, licensing or other fees imposed by governmental or outside agencies.

[Type here]

Health Services

FULL SERVICE:

Cost of Service for Permanent Food Establishment permit (2 TFER inspections) (No fee for one re-inspection, per permit year, if required)	\$400.00
Cost of Service for Mobile Food Vendor (Hot and Cold Truck) and Seasonal Vendor permits (1 TFER inspection) (No fee for one re-inspection, per permit year, if required)	\$200.00
Cost of Service for Public Swimming Pool inspections (1 inspection per year) (No fee for one re-inspection, per permit year, if required)	\$200.00
Cost of Service for each Temporary Event permit (1 TFER inspection)	\$100.00
Cost of Service for each Complaint Investigation (1 TFER inspection)	\$150.00
Consultation outside of the aforementioned scope of services: Health Plan review, Health Final and CO inspections and/or for more than one re-inspection. ☐ Minimum one hour.	\$150.00 per hour

Fixed Fees (Based on estimated population in \$/1,000 people, minimum 5,000 people)

Comprehensive Planning and Mapping			
Item	Elements	Cost / 100 people	Min. Hours
1	Base Planning a. Base Map* b. Land Use c. Population d. Housing+D45	\$2,000	67
2	Parks & Recreation	\$750	25
3	Thoroughfare Plan	\$750	25
4	Central Business District Planning	\$1,250	42
5	Zoning Ordinance	(fixed fee) \$6,500	43
6	Subdivision Ordinance	(fixed fee) \$6,500	43
7	Streets Condition Study	\$700	23
8	Water Study Distribution and Supply	\$1,000	33
9	Wastewater Collection and Treatment	\$1,000	33
10	Capital Improvement Plan	\$300	10
11	Digital Map preparation*	\$1,000	33
12	Citizen Participation	\$1,250	42
As a minimum Item 1 and 12 must be included in any study except Item 11 which is a standalone element			
* Assume easy access to documents - additional research listed under additional services			

Hourly Fees

Available Planning Services	
Element	Cost
Site Plan Review	\$150 per hour (1 hour minimum)
Site Plan Preparation	\$150 per hour (1 hour minimum)

[Type here]

Zoning Application Review	\$150 per hour (1 hour minimum)
SUP Application Review	\$150 per hour (1 hour minimum)
Zoning Board of Adjustment Application Review	\$150 per hour (1 hour minimum)
Sign Application Review	\$150 per hour (1 hour minimum)
Zoning Case Ordinance Preparation	\$150 per hour (1 hour minimum)
Plat Review - Planning Perspective	\$150 per hour (1 hour minimum)
Public Hearing Notice map and ownership list (City Mails)	\$150 per hour (1 hour minimum)
Zoning Map Updates	\$150 per hour (1 hour minimum)
911 Address mapping (First Time)	\$1,000 per person Min. 33 hours
911 Address mapping updates	\$150 per hour (1 hour minimum)
City Council/Planning and Zoning Meeting	\$225 per hour (1 hour minimum)
Contract Planning Director	\$175 per hour (1 hour minimum)
Contract Planner	\$150 per hour (1 hour minimum)
Contract work for Developer interests	\$150 per hour (1 hour minimum)
Easement Acquisition Negotiator	\$150 per hour (1 hour minimum)
Additional Services	\$150 per hour (1 hour minimum)
* Assume easy access to documents - additional research listed under additional services	

Reimbursable Expenses (\$150 per hour)

Reimbursable expenses shall include, but not be limited to, the following:

Mileage (Per current IRS rate)

Domestic Travel Per Diem (Per current GSA rate plus lodging)

Other Direct Project Expenses (at cost plus 15%) including:

- Printing, graphics, photography and reproduction
- Special shipping

City Council Agenda

Approved for Agenda:

City Manager's Office

MEETING DATE: 4/14/2020

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 Alfonso Garcia & Miriam Martinez at 101 N. Lopez.

Purpose:

Mr. Alfonso Garcia & Ms. Miriam Martinez are the property owners for 101N. Lopez, where they will be placing a 2020 Double Wide 28' x 56' manufactured home. They will be using this manufactured home as his primary residence. On March 11, eight letters were mailed out to all citizens whom reside within 200 feet of the address for which the conditional use was submitted for. There were no negative responses received.

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 April 23, 2020, so the hearing would have to be scheduled on or after May 23rd (Saturday).

City Council Agenda

Approved for Agenda:

City Manager's Office

MEETING DATE: 2/11/2020

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 Isaias Martinez at N. Willow.

Purpose:

Mr. Isaias Martinez is the property owner for N. Willow, where Mr. Victor Lopez will be placing a 2020 Double Wide 28' x 56' manufactured home. Mr. Lopez will be using this manufactured home as his primary residence. 17 letters were mailed out to all citizens whom reside within 200 feet of the address wo which the conditional use was submitted for.

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 20, 2020, so the hearing would have to be scheduled on or after March 21st (Saturday).

City Council Agenda

Approved for Agenda:

City Manager's Office

MEETING DATE: April 14, 2020

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 Conrad & Diana Salinas for Carlos Salinas at Wells Road.

Purpose:

Mr. & Mrs. Conrad Salinas are the property owners for Wells Road, where their son Mr. Carlos Salinas will be placing a 2020 Single Wide 14' x 76' manufactured home. Mr. Salinas will be using this manufactured home as his primary residence. On April 1, 2020, four letters were mailed out to all citizens whom reside within 200 feet of the address in which the conditional use was submitted for. There were no negative responses received in my office for this matter.

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 April 23, 2020, so the hearing would have to be scheduled on or after May 23rd (Saturday).

City Council Agenda

Approved for Agenda:

City Manager's Office

MEETING DATE: 4/14/2020

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 Mr. & Mrs. Rudy & Rosa Longoria at 1113 E. San Antonio St..

Purpose:

Mr. & Mrs. Rudy Longoria are the property owners of 1113 E. San Antonio St., where Daniel Carbajal will be placing a 1993 Double Wide 32' x 53' manufactured home. He will be using this manufactured home as his primary residence. On March 25, thirteen letters were mailed out to all citizens whom reside within 200 feet of the address for which the conditional use was submitted for. There were no negative responses received.

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 April 23, 2020, so the hearing would have to be scheduled on or after May 23rd (Saturday).

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
014265	AG-PRO TEXAS, LLC	RESTOCK	R	4/08/2020		115.20	039039	
	C-P19547	CLUTCH	R	4/08/2020		62.20CR	039039	
	I-P18858	CLUTCH	R	4/08/2020		62.20CR	039039	
	I-P18860	RIGHT OF WAY SUPPLIES	R	4/08/2020		172.60CR	039039	
	I-P19066	NOZZLE	R	4/08/2020		79.98CR	039039	
	I-P19110	OIL	R	4/08/2020		39.00CR	039039	
	I-P19275	HYDRAULIC HOSE	R	4/08/2020		73.99CR	039039	
	I-P19326	CHAINS/SAW SUPPLIES	R	4/08/2020		147.95CR	039039	
	I-P19366	RESTOCK	R	4/08/2020		115.20CR	039039	
	I-P19546	RESTOCK	R	4/08/2020		345.60CR	039039	983.52
	I-P19548							
0110	AIRGAS, USA, LLC	AIRGAS LEASE	R	4/08/2020		229.44CR	039040	229.44
	I-9969287671							
017180	ARNOLD OIL COMPANY, INC.	MECHANIC SHOP	R	4/08/2020		408.24CR	039041	528.92
	I-101FB0689	MECHANIC SHOP	R	4/08/2020		120.68CR	039041	
	I-101FC4016							
010460	ASSOCIATED SUPPLY CO., INC.	BACKHOE REPAIR	R	4/08/2020		2,086.60CR	039042	2,086.60
	I-SW0094698-1							
0340	ATOM CONSTRUCTION	BRACKET WELD	R	4/08/2020		1,763.38CR	039043	1,763.38
	I-50933							
9690	AUTOZONE, INC.	RCK & PINTON	R	4/08/2020		347.99	039044	
	C-4213814813	GRAY DOOR PANEL	R	4/08/2020		105.00	039044	
	C-4213838293	ULTRA SHOCK	R	4/08/2020		18.69	039044	
	C-4213838363	GEARBOX	R	4/08/2020		25.00	039044	
	C-4213838733	ENGINE MOUNT	R	4/08/2020		112.08	039044	
	C-4213845177	ENG MT	R	4/08/2020		93.08	039044	
	C-4213845732	JCB DOOR LATCH	R	4/08/2020		64.99	039044	
	C-4213857050	RACK & PINTON	R	4/08/2020		347.99CR	039044	
	I-4213814717	REPLACE BRAKES	R	4/08/2020		239.98CR	039044	
	I-4213835652	ULTRA LT SHOCK	R	4/08/2020		18.69CR	039044	
	I-4213838362	ENG MT	R	4/08/2020		93.08CR	039044	
	I-4213845179	ENGINE MOUNT	R	4/08/2020		153.98CR	039044	
	I-4213846342	DUMP TRUCK	R	4/08/2020		4.77CR	039044	
	I-4213851572	DUMP TRUCK REPAIR	R	4/08/2020		80.62CR	039044	
	I-4213851576	REPAIRS TO UNIT 918	R	4/08/2020		239.98CR	039044	
	I-4213851858	JCB DOOR LATCH	R	4/08/2020		64.99CR	039044	
	I-4213852687	UNIT 903	R	4/08/2020		132.00CR	039044	
	I-4213852785	UNIT 903	R	4/08/2020		173.96CR	039044	
	I-4213853227	UNIT 804	R	4/08/2020		29.24CR	039044	
	I-4213855519	JCB DOOR LATCH	R	4/08/2020		115.00CR	039044	
	I-4213857052	UNIT 917	R	4/08/2020		290.86CR	039044	
	I-4213859117	UNIT 914 REPAIRS	R	4/08/2020		246.00CR	039044	1,464.31
	I-4213859919							

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
VOID	VOID CHECK		V	4/08/2020			039045	**VOID**
015840	RAINBOW GROUP, LLC I-0516358-IN	REPLACEMENT	R	4/08/2020		1,020.24CR	039046	1,020.24
0475	BETA TECHNOLOGY I-639675 I-639831 I-639853	DISINFECTANT SUPPLY SANITIZER JANITORIAL SUPPLIES	R R R	4/08/2020 4/08/2020 4/08/2020		1,089.83CR 427.40CR 427.40CR	039047 039047 039047	1,944.63
014135	BUOY SERVICES INCORPORATED I-107364	TEST GASES	R	4/08/2020		173.00CR	039048	173.00
0740	CASCO INDUSTRIES, INC. I-216192	LEATHER FRONTS	R	4/08/2020		205.00CR	039049	205.00
015065	CINTAS CORPORATION NO. 2 I-5016316103 I-5016316126	FIRST AID NITRILE GLOVES	R R	4/08/2020 4/08/2020		171.15CR 404.75CR	039050 039050	575.90
9445	COMMERCIAL LANDSCAPE SUPPLY, INC. I-208613	RESTOCK SUPPLIES	R	4/08/2020		380.82CR	039051	380.82
016385	CORE & MAIN, LP I-M039337 I-M039364	IRMA RD PROJECT CLAMPS	R R	4/08/2020 4/08/2020		195.40CR 359.64CR	039052 039052	555.04
016890	LEONARD CUMPIAN I-405233	ELECTRICAL SERVICE	R	4/08/2020		160.00CR	039053	160.00
012930	DPC INDUSTRIES, INC. I-857000414-20 I-857000513-20 I-DE85000317-20	CHLORINE DELIVERY CHLORINE CHLORINE	R R R	4/08/2020 4/08/2020 4/08/2020		700.53CR 285.01CR 190.00CR	039054 039054 039054	1,175.54
010735	EGW I-1131974 I-1133054 I-1133754	FUSION QUALIFICATION FUSION TEES COUPLINGS	R R R	4/08/2020 4/08/2020 4/08/2020		1,348.00CR 86.65CR 1,187.44CR	039055 039055 039055	2,622.09
014210	EWING IRRIGATION PRODUCTIONS INC I-9230686 I-9237021	SPLASH PADS CITY PARKS SPLASH PADS	R R	4/08/2020 4/08/2020		78.42CR 511.00CR	039056 039056	589.42

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7490	FERGUSON ENTERPRISES INC. #1105							
	C-CM087755	PVC PIPE	R	4/08/2020		58.03	039057	
	I-1045314-1	PVC PIPE	R	4/08/2020		58.03CR	039057	
	I-1056100	MJ KIT	R	4/08/2020		293.70CR	039057	
	I-WS038826	COUPLING	R	4/08/2020		83.88CR	039057	
	I-WS038906	MUNICIPEX PIPE	R	4/08/2020		375.00CR	039057	
	I-WS038935	TAP SADDLE	R	4/08/2020		283.92CR	039057	
	I-WS038975	TAP SADDLE	R	4/08/2020		80.29CR	039057	1,116.79
011815	FRIO COUNTY AUDITOR							
	I-02/200	FEBRUARY 2020	R	4/08/2020		1,000.00CR	039058	1,000.00
1600	GEMINI OFFICE PRODUCTS							
	C-0033304-02	INK CRTDG	R	4/08/2020		152.35	039059	
	C-0033654-002	CALCULATOR	R	4/08/2020		78.46	039059	
	I-34255-001	OFFICE SUPPLIES	R	4/08/2020		242.04CR	039059	
	I-34331-001	OFFICE SUPPLIES	R	4/08/2020		137.09CR	039059	
	I-34333-001	OFFICE SUPPLIES	R	4/08/2020		166.13CR	039059	
	I-34448-001	OFFICE SUPPLIES	R	4/08/2020		40.48CR	039059	
	I-34453-001	HEAVY DUTY STAPLER	R	4/08/2020		43.65CR	039059	
	I-34454-001	OFFICE SUPPLIES	R	4/08/2020		91.05CR	039059	
	I-34484-001	BATH TISSUE	R	4/08/2020		87.84CR	039059	
	I-34505-001	OFFICE SUPPLIES	R	4/08/2020		293.65CR	039059	
	I-34512-001	GEMINI OFFICE SUPPLIES	R	4/08/2020		19.66CR	039059	890.78
1780	GRAINGER, INC.							
	I-9495504988	MARKING FLAGS	R	4/08/2020		135.30CR	039060	135.30
7410	HOLGUIN TECHNOLOGY SERVICES							
	I-3258	REPAIRS FOR SOFTWARE	R	4/08/2020		55.00CR	039061	
	I-3279	SET UP NEW XEROX	R	4/08/2020		55.00CR	039061	110.00
014285	HYDROPRO SOLUTIONS							
	I-0015795-IN	1" WATER METER	R	4/08/2020		312.52CR	039062	312.52
016610	HFI, LLC							
	I-5056	REPLACE BALL VALVE	R	4/08/2020		1,018.43CR	039063	
	I-5078	VALVE REPAIRS	R	4/08/2020		1,739.38CR	039063	
	I-5079	103 VALVE REPAIRS	R	4/08/2020		1,685.42CR	039063	
	I-5080	103 VALVE REPAIR	R	4/08/2020		832.00CR	039063	
	I-5088	UNIT 102 PUMP LEAK	R	4/08/2020		1,280.36CR	039063	6,555.59

PACKET: 38161 Regular Payments
 VENDOR SET: 01
 BANK : AP POOLED ACCOUNTS PAYABLE

**** CHECK LISTING ****

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2500	MANZANARES WHEEL ALIGNMENT I-16628	MOTOR VEHICLE INSPECTION	R	4/08/2020		7.00CR	039064	7.00
012425	MAVERICK HEAT & COOL, INC. I-3465 I-3465-1	CONCESSION STAND CONCESSION STAND	R	4/08/2020		352.85CR 178.00CR	039065 039065	530.85
2660	MID-AMERICAN RESEARCH I-0685876-IN	COLLECTIONS SUPPLIES	R	4/08/2020		2,966.25CR	039066	2,966.25
012870	MONTES TIRE SHOP I-3202020 I-342020	TIRE REPAIR FLAT REPAIR	R	4/08/2020		10.00CR 24.00CR	039067 039067	34.00
6940	NORTHERN SAFETY CO., INC. I-903890704	SAFETY VESTS	R	4/08/2020		121.95CR	039068	121.95
012195	BLUE TARP FINANCIAL, INC. I-44498614	PROPANE TORCH	R	4/08/2020		41.98CR	039069	41.98
9380	O'REILLY AUTO PARTS I-1576-229315 I-1576-231037 I-1576-232515	BATTERY FOR FOGGER PLIER SET CABIN FILTER	R	4/08/2020		50.74CR 13.99CR 18.10CR	039070 039070 039070	82.83
6300	OFFICE DEPOT CREDIT PLAN I-452199205001	PRINTER INK/PAPER	R	4/08/2020		636.21CR	039071	636.21
017020	OMEGA INDUSTRIAL SUPPLY, INC. I-120973 I-122342 I-122598	RESTOCK SUPPLY CLEANER GREASE IT ALL	R	4/08/2020		128.00CR 321.00CR 141.00CR	039072 039072 039072	590.00
9765	PARADIGM ALLIANCE, INC. I-31374	220 LDC COLLABORATIVE	R	4/08/2020		2,439.02CR	039073	2,439.02
9945	PARKER'S BUILDING SUPPLY I-62902/R I-62937/R	MARKING PAINT WHITE RIGHT OF WAY CREW	R	4/08/2020		21.87CR 92.97CR	039074 039074	114.84
012745	PATHMARK TRAFFIC PRODUCTS I-5535	NO DUMPING SIGNS	R	4/08/2020		162.00CR	039075	162.00

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
3160	PAWLICK'S FRIO FARM & RANCH I-739133 I-744655 I-744985 I-745813 I-746073 I-746083 I-746315 I-746497 I-746498 I-746949 I-747479 I-747663	WET/DRY VAC TIRES UNIT 830 IRRIGATION SUPPLIES TRIMMER LINE WATER REPAIRS TO DOG FLAT TIRE REPAIR SECURITY FLASHLIGHTS FL:ASHLIGHTS FUEL FOR CHIEF OF POLICE FUEL DIESEL FLAT REPAIR	R R R R R R R R R R R R	4/08/2020 4/08/2020 4/08/2020 4/08/2020 4/08/2020 4/08/2020 4/08/2020 4/08/2020 4/08/2020 4/08/2020 4/08/2020 4/08/2020		79.95CR 346.00CR 185.45CR 69.90CR 170.37CR 12.00CR 103.60CR 49.90CR 119.85CR 77.35CR 46.00CR 12.00CR	039076 039076 039076 039076 039076 039076 039076 039076 039076 039076 039076 039076	1,272.37
3195	PEARSALL MACHINE SHOP I-19530	UNIT 811 REPAIR	R	4/08/2020		180.00CR	039077	180.00
3275	PETTY OIL COMPANY I-67915 I-68076 I-68078 I-68380	UNLEADED FUEL TIRE MOUNT/DISMOUNT UNLEADED FUEL DIESEL	R R R R	4/08/2020 4/08/2020 4/08/2020 4/08/2020		2,873.00CR 56.00CR 4,200.00CR 98.40CR	039078 039078 039078 039078	7,227.40
014815	PHESCO INTERNATIONAL, LLC I-2001	AQUA KONTROL	R	4/08/2020		859.60CR	039079	859.60
3300	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC I-1015211543	INK POSTAGE MACHINE	R	4/08/2020		305.22CR	039080	305.22
010425	POLLARD WATER I-WM008575	UTILITY LINE MARKING PAIN	R	4/08/2020		308.16CR	039081	308.16
017565	PRAETORIAN GROUP, INC. I-INV725	FIRE ACADEMY	R	4/08/2020		1,055.00CR	039082	1,055.00
3435	ZONE INDUSTRIES I-20070716	COLORADO PLANT	R	4/08/2020		915.00CR	039083	915.00
6535	SCHAEFFER MFG. CO. I-FD10611-INV1	MOTOR OIL	R	4/08/2020		639.60CR	039084	639.60
012935	SENSIT TECHNOLOGIES I-0288533-IM	CALIBRATION SENSIT GOLD	R	4/08/2020		229.01CR	039085	229.01

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
3950	SIRCHIE FINGER PRINT I-0434165-IN	EVIDENCE FOR OFFICERS	R	4/08/2020		313.20CR	039086	313.20
017110	SOUTHERN TIRE MART, LLC I-4780016799	TIRES DUMP TRUCK	R	4/08/2020		517.18CR	039087	517.18
4195	SUPER LUBE I-5230	OIL CHANGE FOR CHIEF	R	4/08/2020		332.99CR	039088	332.99
4260	T & T AUTO PARTS I-493151 I-493343	UNIT 811 SEWER MACHINE	R	4/08/2020		40.84CR 20.99CR	039089 039089	61.83
011630	TEXAS MULTI-CHEM, LTD I-15692 I-15767	BALLFIELD MAINTENANCE BALL FIELD MAINTENANCE	R	4/08/2020		951.84CR 951.84CR	039090 039090	1,903.68
014405	TIFCO INDUSTRIES, INC I-71541713	RESTOCK ON SUPPLIES	R	4/08/2020		61.85CR	039091	61.85
010450	TRACTOR SUPPLY CREDIT I-100303447 I-100303753 I-100304956	SUPPLIES FOR K9 GENERATOR REPAIR DOG POUND	R	4/08/2020		79.92CR 44.66CR 33.98CR	039092 039092 039092	158.56
4705	UNIFIRST HOLDINGS L.P. I-8232738756 I-8232742676 I-8232743637 I-823274397 I-8232744539 I-8232744539 I-8232746459 I-8232746539 I-8232747431 I-8232747508 I-8232748395 I-8232748399 I-8232748484 I-8232748485 I-8232748486 I-8232748487 I-8232748488 I-8232748880 I-8232749367 I-8232749368 I-8232749452 I-8232749453 I-8232749454 I-8232749455 I-8232749456 I-8232750325 I-8232750327	JANITORIAL CIVIC CENTER JANITORIAL CIVIC CENTER JANITORIAL CIVIC CENTER JANITORIAL ADMIN JANITORIAL CITY HALL JANITORIAL CITY HALL JANITORIAL CITY CENTER JANITORIAL CITY HALL JANITORIAL CIVIC CENTER JANITORIAL CIVIC CENTER JANITORIAL SUPPLIES UNIFORMS SVC CNTR UNIFORMS STREETS UNIFORMS WATER UNIFORMS WATER UNIFORMS WMTP UNIFORMS GAS UNIFORMS PARKS UNIFORMS HATS MOP UNIFORMS SVC CNTR UNIFORM STREETS UNIFORMS WATER UNIFORMS WMTP UNIFORMS GAS UNIFORMS PARKS INVOICE 3/11/2020 JANITORIAL	R	4/08/2020		46.96CR 32.53CR 21.50CR 7.23CR 5.58CR 55.98CR 50.48CR 7.23CR 23.00CR 23.83CR 43.24CR 81.72CR 80.64CR 40.14CR 87.66CR 77.81CR 654.68CR 9.96CR 43.24CR 81.72CR 80.64CR 40.14CR 87.66CR 63.90CR 33.96CR 55.98CR	039093 039093	

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
	I-8232750329	UNIFORMS SVC CNTR	R	4/08/2020		50.51CR	039093	
	I-8232750407	JANITORIAL CIVIC CENTER	R	4/08/2020		51.99CR	039093	
	I-8232750417	UNIFORMS STREETS	R	4/08/2020		81.72CR	039093	
	I-8232750418	UNIFORMS WATER	R	4/08/2020		80.64CR	039093	
	I-8232750419	UNIFORMS WMTF	R	4/08/2020		42.79CR	039093	
	I-8232750420	UNIFORMS GAS	R	4/08/2020		91.39CR	039093	
	I-8232750421	UNIFORMS PARKS	R	4/08/2020		66.70CR	039093	
	I-8232751294	UNIFORMS SVC CNTR	R	4/08/2020		43.24CR	039093	
	I-8232751368	JANITORIAL CIVIC CENTER	R	4/08/2020		23.00CR	039093	
	I-8232751379	UNIFORMS STREETS	R	4/08/2020		76.77CR	039093	
	I-8232751380	UNIFORMS WATER	R	4/08/2020		80.64CR	039093	
	I-8232751381	UNIFORMS WMTF	R	4/08/2020		40.14CR	039093	
	I-8232751382	UNIFORMS GAS	R	4/08/2020		87.66CR	039093	
	I-8232751383	UNIFORMS PARKS	R	4/08/2020		63.90CR	039093	
	I-8232752263	JANITORIAL ADMIN	R	4/08/2020		7.23CR	039093	
	I-8232752265	UNIFORMS SVC CNTR	R	4/08/2020		43.24CR	039093	
	I-8232752351	UNIFORMS STREETS	R	4/08/2020		69.84CR	039093	
	I-8232752352	UNIFORMS WATER	R	4/08/2020		80.64CR	039093	
	I-8232752353	UNIFORMS WMTF	R	4/08/2020		42.79CR	039093	
	I-8232752355	UNIFORMS PARKS	R	4/08/2020		63.90CR	039093	
	I-8232753222	JANITORIAL ADMIN	R	4/08/2020		7.23CR	039093	
	I-823749366	JANITORIAL	R	4/08/2020		7.23CR	039093	3,040.60
VOID	VOID CHECK		V	4/08/2020			039094	**VOID**
VOID	VOID CHECK		V	4/08/2020			039095	**VOID**
VOID	VOID CHECK		V	4/08/2020			039096	**VOID**
VOID	VOID CHECK		V	4/08/2020			039097	**VOID**
011605	USA BLUEBOOK							
	I-164598	CHLORINE GRANULES	R	4/08/2020		1,336.80CR	039098	
	I-170727	TESTING SUPPLIES	R	4/08/2020		267.61CR	039098	
	I-180157	SAMPLE CELLS	R	4/08/2020		46.15CR	039098	1,650.56
4825	VULCAN CONSTRUCTION							
	I-62068887	ASPHALT	R	4/08/2020		1,519.57CR	039099	1,519.57
5345	WAL-MART COMMUNITY BRC							
	I-002775	CLEANING SUPPLIES FOR ACO	R	4/08/2020		10.47CR	039100	
	I-005582	MOUSE	R	4/08/2020		36.83CR	039100	
	I-008334	JANITORIAL SUPPLIES	R	4/08/2020		178.43CR	039100	
	I-009643	BLK TIES FOR LT GUERRERO	R	4/08/2020		6.81CR	039100	
	I-030620	SPRING BREAK MOVIE	R	4/08/2020		184.28CR	039100	416.82

VENDOR 7650 ZEP MANUFACTURING CO. JANITORIAL SUPPLIES R 4/08/2020 205.05CR 039101 205.05
 I-9005026672

* * T O T A L S * *				CHECK NO#		CHECK AMOUNT	
REGULAR CHECKS:	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED			
HANDWRITTEN CHECKS:	58	0.00	57,479.01	57,479.01			
PRE-WRITE CHECKS:	0	0.00	0.00	0.00			
DRAFTS:	0	0.00	0.00	0.00			
VOID CHECKS:	68	0.00	0.00	0.00			
NON CHECKS:	0	0.00	0.00	0.00			
CORRECTIONS:	0	0.00	0.00	0.00			
REGISTER TOTALS:	126	0.00	57,479.01	57,479.01			