

CITY COUNCIL AGENDA

A Special Meeting of the City Council of the City of Pearsall, Texas will be held on Monday, April 20, 2020 at 6:00 PM at the Pearsall City Hall, 215 S. Ash Street, Pearsall, Texas.

Use the link below to join the webinar:

<https://zoom.us/j/92121703602>

Or iPhone one-tap :

US: +13462487799,,92121703602# or +16699009128,,92121703602#

Or Telephone:

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

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

Webinar ID: 921 2170 3602

International numbers available: <https://zoom.us/u/abgk1kBIYY>

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. New Business
 - A. Discuss and Consider Declaration of Public Health Emergency #4, in accordance with state law. - **Action Item**
 - B. Discuss, consider, and possible action to review the City's Purchasing Procedures to authorize the City Manager to issue a request for Proposals for the procurement of meals for senior and disabled citizens in an amount not to exceed the \$25,000 that was previously approved by Council. -**Action Item**
 - C. 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**
 - D. Review and Discuss the draft of Purchasing Policy. - **Action Item**
 - E. Discuss Council revisions to Rules of Decorum for the City of Pearsall City Council. - **Action Item**

5. Executive Session - In Accordance with Texas Government Code Chapter 551, Subchapter D:551.071, 551.072

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. Update regarding South Texas Coop, Inc. vs Frio CAD Cause No. 18-09-00349CVF.
- B. Discuss renegotiating the contract for solid waste and collection and disposal service with Republic Services.
- C. Consultation with attorney regarding the Polo Patino Forensic Audit and legal matters.
- D. Discuss the sale of real property commonly known as 311 East Hackberry, Pearsall, Texas.
- E. Discuss the sale of real property commonly known as 213 South Oak, Pearsall, Texas.
- F. Discuss the sale of three parcels totaling 75+/- acres of real property owned by the City of Pearsall located on Power Plant Road in Pearsall, Texas under Frio Central Appraisal District Property ID numbers 4766, 7655 and 10869.

6. Open Session

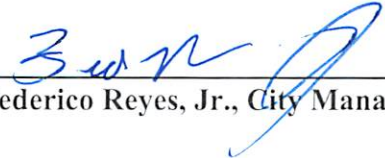
- A. Discussion and Consideration regarding South Texas Coop, Inc. vs Frio CAD Cause No. 18-09-00349CVF. - **Action Item**
- B. Discuss and Consider renegotiating the contract for solid waste and collection and disposal service with Republic Services and directing the City Manager to move forward as discussed. - **Action Item**
- C. Discussion and Consideration regarding the Polo Patino Forensic Audit and legal matters. - **Action Item**
- D. Discuss, consider, and possible action authorizing the sale of real property commonly known as 311 East Hackberry, Pearsall, Texas; and authorizing the City Manager to take necessary action. - **Action Item**
- E. Discuss, consider, and possible action authorizing the sale of real property commonly known as 213 South Oak, Pearsall, Texas; and authorizing the City Manager to take necessary action. - **Action Item**
- F. Discuss, consider and possible action authorizing the sale of three parcels totaling 75+/- acres of real property owned by the City of Pearsall located on Power Plant Road in Pearsall, Texas under Frio Central Appraisal District Property ID numbers 4766, 7655 and 10869; and authorizing the City Manager to take necessary action. - **Action Item**

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

8. General Announcements

9. Adjournment

Posted for Public Inspection on this Friday, April 17, 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 Friday, April 17, 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.



CITY OF PEARSALL

DECLARATION OF DISASTER AND PUBLIC EMERGENCY #4

WHEREAS, in December 2019, a novel coronavirus, now designated COVID-19, was detected in Wuhan City, Hubel Province, China. Symptoms of COVID-19 include fever, cough, and shortness of breath. Outcomes have ranged from mild to severe illness, and in some cases death; and

WHEREAS, on January 30, 2020, the World Health Organization Director General declared the outbreak of COVID-19 as a Public Health Emergency of International Concern (PHEIC), advising countries to prepare for the containment, detection, isolation and case management, contact tracing and prevention of onward spread of the disease; and

WHEREAS, to date, there have been numerous positive cases in Texas; and

WHEREAS, on Wednesday March 11, 2020, the World Health Organization (WHO) declared the crisis is now a pandemic after it has infected roughly 189,000 people around the world and killed 7,511. 4,752 cases have been confirmed in the United States according to WHO; and

WHEREAS, the virus is characterized by mild symptoms including a runny nose, sore throat, cough, and fever, similar to the influenza where in severe cases it can lead to pneumonia or breathing difficulties according to WHO; and

WHEREAS, those with symptoms who have traveled to or been in contact with an individual who has traveled to a country that has coronavirus in the last two weeks are urged to see their physician; and

WHEREAS, the disease can be fatal and those with other medical conditions such as asthma, diabetes, or heart disease may be more vulnerable in becoming severely ill; and

WHEREAS, due to pandemic, President Donald J. Trump announced a month-long travel restriction to several countries confirmed to have cases of the coronavirus that has gone into effect; and

WHEREAS, on March 13, 2020, President Trump declared a state of emergency due to COVID-19; and

WHEREAS, President Trump is expected to invoke the Stafford Act, which will allow state and local governments to access federal disaster relief funds; and

WHEREAS, pursuant to the Texas Disaster Act of 1975, the Mayor is designated as the Emergency Management Director of the City of Pearsall, and may exercise the powers granted to the governor on an appropriate local scale; and

WHEREAS, Section 418.108(a) of the Texas Government Code provides that the presiding officer of the governing body of a political subdivision may declare a state of local disaster; and

WHEREAS, a declaration of local disaster and public health emergency includes the ability to reduce the possibility of exposure to disease, control the risk, promote health, compel persons to undergo additional health measures that prevent or control the spread of disease, including the provision of temporary housing or emergency shelters for persons misplaced or evacuated and request assistance from the governor of state resources; and

WHEREAS, by this Declaration of Disaster and Public Health Emergency, I declare all rules and regulations that may inhibit or prevent prompt response to this threat suspended for the duration of the incident; and

WHEREAS, pursuant to the authority granted to the Mayor under Texas Disaster Act of 1975, I authorize the use of all available resources of state government and political subdivisions to assist in the City's response to this situation; and

WHEREAS, on March 13, 2020, Greg Abbott, the Governor of the State of Texas, issued a proclamation that declared COVID-19 as an imminent threat of disaster; and

WHEREAS, on March 15, 2020, the CDC issued further revised guidance regarding social distancing and mass gatherings of 50 or more people; and

WHEREAS, on March 16, 2020, the CDC issued further revised guidance that persons should avoid social gatherings in groups of more than 10 people; and

WHEREAS, I, Mary Moore, Mayor of the City of Pearsall, Texas, have determined that extraordinary and immediate measures must be taken to respond quickly, prevent and alleviate the suffering of people exposed to and those infected with the virus, as well as those that could potentially be impacted by COVID-19.

NOW, THEREFORE, BE IT PROCLAIMED BY THE MAYOR OF PEARSALL:

1. That a local state of disaster and public health emergency is hereby declared for the City of Pearsall pursuant to the Texas Disaster Act of 1975 and Texas Government Code §418.108(a).
2. All prior Declarations, orders and emergency measures are superseded by this most recent Declaration and its Exhibit.

3. Stay Home Be Safe. Pursuant to the Texas Disaster Act of 1975, I, Mary Moore, as Mayor of the City of Pearsall, in coordination and consultation with the local health professionals, all individuals living in the City of Pearsall to Stay Home Be Safe consistent with the direction and guidelines as set out in **Exhibit 1** attached to this Declaration.
4. By this Declaration, I declare all rules and regulations that may inhibit or prevent prompt response to this threat are suspended for the duration of the incident, and authorize the City Manager to exercise all emergency powers as are available to address this emergency.
5. As Mayor, I further reserve all other authority and powers conferred by state law to respond as necessary to this situation.

This declaration shall take effect immediately from and after its issuance.

ORDERED this the 20th day of April, 2020.

Mary Moore, Mayor

ATTEST:

Krystal Garcia, City Clerk

Exhibit 1

Stay Home Work Safe Measures

Take effect at 11:59 p.m. on April 20, 2020, and will continue through 11:59 p.m. on April 27, 2020, subject to Pearsall City Council approval.

1. Stay at Home:

- a. All individuals living in the City of Pearsall are ordered to stay at home consistent with the direction and guidance in this Declaration. If individuals are using shared or outdoor spaces outside their home or engaged in Exempted Activities or Exempted Businesses, then they must maintain social distancing of at least six feet from any other person. All persons may leave their residences only for Exempted Activities, or to provide or perform Governmental Functions, or to operate Exempted Businesses, all as defined in Section 2.
- b. All businesses operating within Pearsall except Exempted Businesses are required to stop operations and close. Businesses may continue operations consisting exclusively of the following as long as social distancing of at least six feet is maintained during these activities:
 - i. Employees or contractors performing activities at their own residences (i.e. working from home or operating a home-based business regardless of whether it constitutes as Exempted Business)/
 - ii. Operations necessary to maintain security, upkeep, and maintenance of premises, equipment or inventory, including but not limited to the care and maintenance of livestock or animals.
 - iii. IT or other operations that facilitate employees working from home.
- c. All public or private gatherings occurring outside a single household or single-family living unit are prohibited unless specifically exempted under this Declaration. Members of a household or single-family living unit may gather.
- d. Restaurants, prepared food retailers, microbreweries, micro-distilleries, or wineries may only provide room service, take out, delivery, drive-in, or drive-through services consistent with state and local laws. Any food establishment that provides services under this section must adhere to social distancing requirements for any food preparation, waiting area or queue.
- e. Hospitals, surgical centers, and healthcare providers must follow the Executive Order issued by Greg Abbott, Governor of the State of Texas and are strongly urged to follow the non-essential procedures guidance issued by the Centers for Medicare & Medicaid services, and American College of Surgeons.

2. Definitions:

- a. The following are Exempted Activities:
 - i. **Health and Safety Activities:** Activities related to maintaining the health and safety of the individual or their family or household members and pets, for example, obtaining medical supplies or medication, visiting a health care professional, or obtaining supplies need to work from home. This includes activity to care for a family member or pet in another household.
 - ii. **Necessary Supplies:** Activity to obtain or purchase necessary services or supplies for themselves and their family or household members and pets, or to deliver

those services or supplies to others. For example, to purchase or obtain food, pet supply, and any other household consumer products, and products necessary to maintain the safety, sanitation, and operation of residences.

- iii. **Outdoor activity:** Activity in an outdoor open space, such as walking, biking, hiking, or running, as long as individuals comply with social distancing requirements of six feet.
- iv. **Work for Exempted Business:** Activity to perform work for Exempted Business or to otherwise carry out activities specifically allowed in this Declaration.
- b. For purposes of this Declaration, Exempted Businesses means:
 - i. **Health Care Services.** Business tied to the providing or delivering of healthcare services. For example:
 - 1) hospitals, clinics, dentists, pharmacies, pharmaceutical and biotechnology companies, other healthcare facilities, including veterinary services,
 - 2) healthcare suppliers, home healthcare services providers, mental health providers, substance abuse providers,
 - 3) blood banks, medical research, or any related and/or ancillary healthcare services, veterinary care provided to animals.
 - 4) Home-based care for seniors, adults, or children. Residential facilities and shelters for seniors, adults, and children.Healthcare operations do not include fitness and exercise gyms and similar facilities.
 - ii. **Government Functions.** Business activity related to the operations or services provided by government for the continuing operation of the government agencies to provide for the health, safety and welfare of the public. For example, public safety, solid waste collection, and utility operations.
 - iii. **Education and Research.** Educators or other personnel supporting public and private K-12 schools, colleges, and universities for purposes of facilitating distance learning or performing other functions in support of Exempted Activities and Exempted Businesses.
 - iv. **Infrastructure.** Businesses related to public works construction, construction of housing, commercial construction, water, sewer, gas, electrical, oil refining, roads and highways, and public transportation.
 - v. **Transportation.** Business related to the operation, maintenance, construction, and manufacture of transportation services. For example:
 - 1) Vehicle manufacturers, automotive suppliers, car dealerships, parts distribution, maintenance and repair facilities
 - 2) Public transportation
 - 3) Businesses supporting airport operations
 - 4) Street and highway maintenance and construction
 - 5) Gas stations and other fuel distribution businesses
 - 6) Vehicles for hire including taxis and rideshare
 - vi. **IT Services:** Activity to provide or maintain internet, and telecommunications systems including the provision of essential global, national, and local infrastructure for computing services, business infrastructure, communications, and web-based services.

- vii. **Food, Household Staples Retail.** Food service and food distribution providers including grocery stores, warehouse stores, big-box stores, liquor stores, bodegas, gas stations, and farmers' markets that sell food products and household staples. Businesses that ship or deliver groceries, food, goods or services directly to residences or provide for pick-up options. The restriction of delivery or carry out does not apply to cafes and restaurants located within hospital and medical facilities. Schools and other entities that typically provide free services to students or members of the public on a pick-up/take-away basis may continue. Laundromats, dry cleaners, and laundry service providers and businesses that supply products needed for people to work from home are included in Household Staples Retail.
- viii. **Services for Economically Disadvantaged Populations.** Businesses that provide food, shelter, and social services, and other necessities of life for economically disadvantaged or other vulnerable populations.
- ix. **Services to Maintain Operations of Residences or Support Exempted Businesses.**
 - 1) Hotels and other temporary residence facilities,
 - 2) Trash and recycling collection, processing, and disposal,
 - 3) Mail and shipping services, building cleaning and maintenance, auto repair, warehouse/distribution and fulfillment, and storage for essential businesses,
 - 4) Plumbers, electricians, exterminators, moving services, and other service providers who provide services to maintain the safety, sanitation, and operations of residences, and
 - 5) Professional services, such as legal or accounting services, when necessary to assist in compliance with legally mandated activities, such as filing of taxes.
- x. **News Media.** Newspapers, television, radio, and other media services.
- xi. **Financial Institutions.** Bank, credit unions, insurance companies and other financial institutions including pawn shops and payday lenders.
- xii. **Childcare Services.** License childcare facilities, organizations, or individuals providing childcare services.
- xiii. **Worship Services.** Religious and worship services may only be provided by video, teleconference or other remote measures.
- xiv. **Funeral Services.** For example funeral homes, crematoriums and cemeteries.
- 3. To facilitate delivery for activity allowed under this Declaration, all delivery hour restrictions related to the selling or distribution of food products, medicine, or medical supplies is suspended for the next 60 days.
- 4. The acknowledges and supports full compliance with the Frio County Judges' Executive Order provisions that address rental property evictions, and foreclosure proceedings be followed and that these actions be suspended for the next 30 days.
- 5. People who are sick should stay at home and not engage in any activity outside their residence unless related to treatment or health care. If someone in a household has tested positive for COVID-19 then they must follow the isolation and quarantine measures proscribed by local, state, and federal health authorities. If a member of a household tests positive then other members of the household should consider themselves positive if they

become symptomatic and also follow the isolation and quarantine measures proscribed by local, state, and federal health authorities.

6. Nursing homes, retirement, and long-term care facilities must prohibit non-essential visitors from accessing their facilities unless to provide medical assistance or for end-of-life visitation.
7. All public, private, and commercial laboratories operating within the City of Pearsall and performing COVID-19 testing shall report by 5:00 p.m. each day for the prior 24-hour period (1) the number of COVID-19 tests performed; and (2) the number of positive COVID-19 tests to the City's designated representative for the Emergency Operations Center and the Local Health Authority for the San Antonio Metropolitan Health District, Dr. Junda Woo, at Junda.Woo@sanantonio.gov if either the specimen is collected in, or the test is performed in the City of San Antonio or Bexar County. This information will be used solely for public health purposes to monitor the testing conducted in the City and mitigate and contain the spread of COVID-19.
8. Subject to Pearsall City Council approval, the Declaration shall effective until 11:59 p.m. on April 27, 2020, or until it is either rescinded, superseded, or amended pursuant to applicable law.

ec. 252.021. COMPETITIVE REQUIREMENTS FOR PURCHASES. (a) Before a municipality may enter into a contract that requires an expenditure of more than \$50,000 from one or more municipal funds, the municipality must:

- (1) comply with the procedure prescribed by this subchapter and Subchapter C for competitive sealed bidding or competitive sealed proposals;
- (2) use the reverse auction procedure, as defined by Section [2155.062](#)(d), Government Code, for purchasing; or
- (3) comply with a method described by Chapter [2269](#), Government Code.

(b) A municipality may use the competitive sealed proposal procedure for the purchase of goods or services, including high technology items and insurance.

(c) The governing body of a municipality that is considering using a method other than competitive sealed bidding must determine before notice is given the method of purchase that provides the best value for the municipality. The governing body may delegate, as appropriate, its authority under this subsection to a designated representative. If the competitive sealed proposals requirement applies to the contract, the municipality shall consider the criteria described by Section [252.043](#)(b) and the discussions conducted under Section [252.042](#) to determine the best value for the municipality.

(d) This chapter does not apply to the expenditure of municipal funds that are derived from an appropriation, loan, or grant received by a municipality from the federal or state government for conducting a community development program established under Chapter [373](#) if under the program items are purchased under the request-for-proposal process described by Section [252.042](#). A municipality using a request-for-proposal process under this subsection shall also comply with the requirements of Section [252.0215](#).

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.
Amended by Acts 1989, 71st Leg., ch. 1, Sec. 56(b), eff. Aug. 28, 1989; Acts 1993, 73rd Leg., ch. 749, Sec. 1, eff. Sept. 1, 1993; Acts 1993, 73rd Leg., ch. 757, Sec. 11, eff. Sept. 1, 1993; Acts 1995, 74th Leg., ch. 45, Sec. 1, eff. May 5, 1995; Acts 1997, 75th Leg., ch. 790, Sec. 1, eff. June 17, 1997; Acts 1999, 76th Leg., ch. 571, Sec. 1, eff. June 18, 1999; Acts 2001, 77th Leg., ch. 115, Sec. 1, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 436, Sec. 2, eff. May 28, 2001; Acts 2001, 77th Leg., ch. 436, Sec. 3, eff. May 28, 2001; Acts 2001, 77th Leg., ch. 1409, Sec. 1, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 217, Sec. 1, eff. June 18, 2003; Acts 2003, 78th Leg., ch. 1276, Sec. 12.003, eff. Sept. 1, 2003.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 434 (S.B. [1765](#)), Sec. 1, eff. September 1, 2007.

Acts 2007, 80th Leg., R.S., Ch. 1213 (H.B. [1886](#)), Sec. 1, eff. September 1, 2007.

Acts 2007, 80th Leg., R.S., Ch. 1272 (H.B. [3517](#)), Sec. 1, eff. September 1, 2007.

Acts 2007, 80th Leg., R.S., Ch. 1272 (H.B. [3517](#)), Sec. 2, eff. September 1, 2007.

Acts 2011, 82nd Leg., R.S., Ch. 1129 (H.B. [628](#)), Sec. 4.01, eff. September 1, 2011.

Acts 2013, 83rd Leg., R.S., Ch. 161 (S.B. [1093](#)), Sec. 22.002(20), eff. September 1, 2013.

ec. 252.042. REQUESTS FOR PROPOSALS FOR CERTAIN
PROCUREMENTS. (a) Requests for proposals made under Section
252.021 must solicit quotations and must specify the relative
importance of price and other evaluation factors.

(b) Discussions in accordance with the terms of a request
for proposals and with regulations adopted by the governing body
of the municipality may be conducted with offerors who submit
proposals and who are determined to be reasonably qualified for
the award of the contract. Offerors shall be treated fairly and
equally with respect to any opportunity for discussion and
revision of proposals. To obtain the best final offers,
revisions may be permitted after submissions and before the
award of the contract.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.
Amended by Acts 1989, 71st Leg., ch. 1, Sec. 56(c), eff. Aug.
28, 1989; Acts 1995, 74th Leg., ch. 45, Sec. 2, eff. May 5,
1995.

Sec. 252.043. AWARD OF CONTRACT. (a) If the competitive
sealed bidding requirement applies to the contract for goods or
services, the contract must be awarded to the lowest responsible
bidder or to the bidder who provides goods or services at the
best value for the municipality.

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

- (1) the purchase price;
- (2) the reputation of the bidder and of the bidder's
goods or services;
- (3) the quality of the bidder's goods or services;
- (4) the extent to which the goods or services meet
the municipality's needs;
- (5) the bidder's past relationship with the
municipality;
- (6) the impact on the ability of the municipality to
comply with laws and rules relating to contracting with

historically underutilized businesses and nonprofit organizations employing persons with disabilities;

(7) the total long-term cost to the municipality to acquire the bidder's goods or services; and

(8) any relevant criteria specifically listed in the request for bids or proposals.

(b-1) In addition to the considerations provided by Subsection (b), a joint board described by Section [22.074](#)(d), Transportation Code, that awards contracts in the manner provided by this chapter may consider, in determining the best value for the board, the impact on the ability of the board to comply with laws, rules, and programs relating to contracting with small businesses, as defined by 13 C.F.R. Section 121.201.

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

(d) Except as provided by Subsection (d-1), the contract must be awarded to the lowest responsible bidder if the competitive sealed bidding requirement applies to the contract for construction of:

(1) highways, roads, streets, bridges, utilities, water supply projects, water plants, wastewater plants, water and wastewater distribution or conveyance facilities, wharves, docks, airport runways and taxiways, drainage projects, or related types of projects associated with civil engineering construction; or

(2) buildings or structures that are incidental to projects that are primarily civil engineering construction projects.

(d-1) A contract for construction of a project described by Subsection (d) that requires an expenditure of \$1.5 million or less may be awarded using the competitive sealed proposal procedure prescribed by Subchapter D, Chapter [2269](#), Government Code.

(e) If the competitive sealed bidding requirement applies to the contract for construction of a facility, as that term is defined by Section [2269.001](#), Government Code, the contract must be awarded to the lowest responsible bidder or awarded under the method described by Chapter [2269](#), Government Code.

(f) The governing body may reject any and all bids.

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

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

(i) This section does not apply to a contract for professional services, as that term is defined by Section [2254.002](#), Government Code.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.
Amended by Acts 1997, 75th Leg., ch. 1370, Sec. 4, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1409, Sec. 3, eff. Sept. 1, 2001.

Amended by:

Acts 2005, 79th Leg., Ch. 739 (H.B. [2661](#)), Sec. 1, eff. September 1, 2005.

Acts 2007, 80th Leg., R.S., Ch. 428 (S.B. [1618](#)), Sec. 1, eff. June 15, 2007.

Acts 2011, 82nd Leg., R.S., Ch. 1129 (H.B. [628](#)), Sec. 4.03, eff. September 1, 2011.

Acts 2013, 83rd Leg., R.S., Ch. 161 (S.B. [1093](#)), Sec. 22.002(22), eff. September 1, 2013.

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



engineers | architects | contractors

Solutions Today with a
Vision for Tomorrow

April 17, 2020

Mr. Fred Reyes, City Manager
City of Pearsall
215 South Ash Street
Pearsall, Texas 78061

**Re: City of Pearsall, Frio County, Texas
Future Engineering Services**

Dear Mr. Reyes:

Per our conversation, please allow this letter to serve as notice that we will no longer be performing engineering services on any new projects. However, we do have several projects currently in the design and/or construction phase that we will continue assisting the City until successful completion.

It has been a pleasure over the past 20 years to work with the City of Pearsall staff, city managers, and council members to accomplish many great projects.

If you have any questions or comments regarding this matter, please feel free to contact me at (361) 883-1984.

LNV

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

Robert M. Viera, PE, RPLS



CITY OF PEARSALL

Sec. 1-100. – Authority.

Pursuant to section 3.15 of the City Charter the City of Pearsall the City Council shall enact rules of procedure for all meetings of the City Council of the City of Pearsall which shall be in effect upon their adoption by the City Council and until such times as they are amended or new rules adopted.

Sec. 1-110. – City Council Agenda.

- (a) The City Manager is responsible for creating and processing the agenda and agenda materials for City Council meetings. The City Manager shall provide agenda materials as appropriate for review by the City Attorney. The City Clerk is responsible for preparing and posting the agenda and assembling and distributing the agenda packets.
- (b) The Mayor or three Council Members may direct the City Manager in writing to place an item on an agenda for a regular City Council meeting, special meeting, or emergency meetings for discussion only (with the exception of executive session items). Items must be submitted to the City Manager no later than noon on the Wednesday proceeding the week of the Regular or Special City Council meeting. Should extraordinary staff time be required to address any item, the City Manager will place the item on a future Council agenda for direction and discussion and communicate the agenda change to those requesting the item.
- (c) A minimum of three City Council members, during any city council meeting, may direct (by raising hand) the City Manager to place an item on a future agenda.
- (d) Agenda items placed on the agenda by the Mayor or members of the City Council previously considered and whereby action was taken by the City Council may not be placed on a future agenda for reconsideration **one year** of such action unless either directed by a majority of the City Council to the City Manager during any scheduled regular or special meeting. **Three** members of the City Council who are requesting that the item be reconsidered on an agenda must be on the prevailing side of the previous vote on the item.

Sec. 1-120. – Types of Meetings.

- (a) *Regular Meetings:* The City of Pearsall regular City Council meetings are held on the second Tuesday of each month. City Council Meetings may be rescheduled or cancelled at the discretion of a quorum of the City Council. All regular meetings of the City Council will be held in City

Council Chambers, or at such other location as the mayor, city manager or a quorum of the City Council designate.

(b) *Special Meetings:* Special meetings may be called by the Mayor, the City Manager, or by three members of the City Council. The call for a special meeting shall be filed with the City Clerk in written form, and the City Clerk shall cause the posting of notice of the meeting as governed by applicable law. The Mayor, City Manager, or a quorum of Council Members may designate a location for the special meeting other than City Council Chambers as long as the location is open to the public and in compliance with applicable law.

(c) *Emergency Meetings:* In case of emergency or urgent public necessity, as defined by State law and confirmed by the City Attorney when practical, which shall be expressed in the notice of the meeting, an emergency meeting may be called by the Mayor, City Manager, or a three members of the City Council, and it shall be sufficient if the notice is posted at least one hour before the meeting is convened.

(d) *Closed Meeting:* The City Council may meet in a closed meeting but only under conditions allowed by applicable law. Details discussed in closed meetings shall be considered confidential and shall not be discussed or disclosed outside the meeting other than allowed by law.

(e) *Recessed Meetings:* Any meeting of the City Council may be recessed to a later time provided that no recess shall be for a period longer than twenty-four hours from the time the meeting is recessed.

Sec. 1-130. – Quorum.

A quorum at any meeting of the City Council will be established by the presence of five members of Council. The Mayor shall count as a Council Member for the establishment of a quorum

Sec. 1-140. – Order of Business.

The regular City Council meeting will be generally conducted in the following order, unless otherwise specified. If the Mayor or any member of Council wishes to change the order of business, a proper motion must be made followed by a second, and then passed by the affirmative vote of a majority of the Council Members present and voting. Executive session item(s) may be entertained at any time during a meeting pursuant to applicable State law.

(a) Executive Session:

- (1) Executive Session - Items to be discussed in closed meeting under conditions allowed by applicable law. The City Council may not take final action during Closed Session. It is understood and agreed that information discussed in Executive Session is considered confidential and should remain so until the Council takes action in public on the matter. Any final action resulting from an Executive Session discussion must be taken during the open public session.

(b) Regular Meeting Agenda:

- (1) Call to order – Chair officially calls the meeting to order.

- (2) Invocation – Each agenda of all scheduled City Council meeting shall provide an item allowing for an invocation(s).
- (3) Pledge of Allegiance – Each agenda of all scheduled City Council meeting shall provide an item for the recital of the “Pledge of Allegiance” to the United States flag.
- (4) Presentations – The agenda shall provide a time when proclamations, recognitions, general reports, and updates may be presented to the City Council; along with Review of Bills Paid, or departmental monthly reports.
- (5) Persons to be heard – The time for the public to address the City Council on any subject. However, the City Council cannot discuss items presented under “persons to be heard” nor take any action thereon other than consideration of the placement of said item on a future agenda as a discussion item or refer the item to Staff for research and possible future action.
- (6) Consent agenda – Shall contain routine, non-controversial items that require City Council action but need little or no Council deliberation. An item can be removed from the consent agenda by the City Manager, Mayor, or any member of City Council, and will be considered after approval of the consent agenda.
- (7) Old business – Business items pending from previous City Council meetings.
- (8) New business – New or amended ordinances, resolutions, or policies that City Council Members or City Staff wish to have the City Council consider.
- (9) Discussion items – Items to be presented or discussed with City Council in order to garner direction from City Council. No action shall be taken on discussion items.
- (10) Executive Session (if needed) – Items to be discussed in closed meeting under conditions allowed by applicable law. The City Council may not take final action during executive session. It is understood and agreed that information discussed in Executive Session is considered confidential and should remain so until the Council takes action in public on the matter. Any final action resulting from an Executive Session discussion must be taken during the open public session.
- (11) Items to Discuss for next agenda –
- (12) Adjourn

Sec. 1-150. – General Procedures.

(a) General Procedure: General rules of parliamentary procedure as defined herein, consistent with the City Charter and any applicable City ordinance, statute or other legal requirement, shall govern the proceedings of the City Council. To the extent not inconsistent with these rules, the City Council shall use Robert’s Rules of Order as a general guideline for additional rules of parliamentary procedure without being a procedural requirement. Notwithstanding the above, failure to abide by, or adhere to,

these rules shall not nullify or negate any action by the City Council. These rules of parliamentary procedure are intended solely as a guideline.

- (b) **Chair of Meeting:** The Mayor shall preside over all meetings of the City Council as the Chair and enforce these rules and procedures during a meeting. In the absence of the Mayor, the Pro Tempore shall assume the Chair responsibility at the meeting. In the absence of the Pro Tempore, the Council will choose a Chair for the meeting.
- (c) **Authority of the Chair:** The Chair person shall make decisions on questions of procedure subject to review respectively by the Council as a whole. Procedural questions as it relates to this ordinance or Roberts Rules of Order shall be directed to the city attorney for interpretation.
- (d) **Council Deliberations:** The Chair has the responsibility to control the discussion and the order of speakers. Council Members will generally be called upon in the order of the request to speak. Generally, a Council Member may not be recognized to speak subsequently until each Council Member has had an opportunity to obtain the floor. A Council Member holding the floor may address a question to another Council Member and that Council Member may, should they so choose, respond to the question while the floor is still held by the Council Member asking the question.
- (e) **Limits to Deliberations:** After an agenda item is announced by the Chair, the City Council may discuss the item without the need for a motion on the item. Council Members will limit their comments to the subject matter or motion currently being considered.
- (f) **Repetitious Comments Prohibited:** A speaker or Council Member shall not present the same or substantially the same items or arguments to the City Council repeatedly or be repetitious in presenting oral comments. A speaker or Council Member shall not present an argument on a matter previously considered by the City Council at the same session.
- (g) **Obtaining the Floor:** Any member of the Council wishing to speak shall first obtain the floor by making a request for the floor to the Chair. The Chair shall recognize any Council Member who seeks the floor when appropriately entitled to do so.
- (h) **Motions:** Motions may be made by any member of the Council, including the Chair. Any member of the City Council may second a motion.
- (i) **Procedures for Motions:** The following is the general procedure for making motions:
 - (1) The item is presented by Staff or others followed by questions and discussion by Council Members.
 - (2) A Council Member who wishes to make a motion shall first obtain the floor.
 - (3) A Council Member who wishes to second a motion shall do so through a request to the Chair.
 - (4) Before a motion can be discussed, it shall be seconded.
 - (5) Once the motion has been properly made and seconded, the Chair shall open the matter for further discussion offering the first opportunity to the moving party and, thereafter, to any Council Member properly recognized by the Chair.

(j) Amendments to Motions: When a motion is on the floor and an amendment is offered, the amendment shall be acted upon prior to acting on the main motion. No motion of a subject other than the agenda item under consideration shall be admitted as an amendment. A motion shall not be in order. Action shall be taken on the amended amendment prior to any other action to further amend the original motion.

(k) Continuance of Discussion or Hearings: Any item being discussed or any public hearing at a City Council meeting may, by order, notice, or motion, be continued or tabled to any subsequent meeting.

(l) Voting: All Council Members must vote either “yea” in the affirmative or “nay” in the negative. A present member who does not vote will be officially recorded as a “nay” or negative vote. When a Council Member recuses oneself, that Council Member is not counted as present for quorum purposes and is not deemed to be “voting” for purposes of determining whether there has been a “majority vote of those voting and present”. As noted in the city charter, the mayor can only vote in case of a tie, but will be counted as a member of the quorum if present at a city council meeting.

(m) Public Hearings: The following is the general procedure for conducting public hearings:

- (1) The Chair opens the public hearing.
- (2) Upon opening the public hearing, and before any motion is adopted related to the merits of the issue to be heard, the Chair shall inquire if there is anyone present who desires to speak on the matter which is to be heard or to present evidence regarding the matter.
- (3) Staff presents report.
- (4) City Council Members may ask Staff questions.
- (5) The applicant then has the opportunity to present comments, testimony, and/or oral arguments.
- (6) City Council Members may ask questions of the applicant.
- (7) Members of the public are provided with the opportunity for comments and testimony in accordance with Section 1-160 (d) of the City Council Procedures and Decorum Policy.
- (8) A vote by City Council to close the public hearing upon a motion and second.
- (9) The applicant may be given the opportunity to respond to questions from the City Council and for closing comment or rebuttal.
- (10) The City Council deliberates on the issue.
- (11) If the City Council raises new issues through deliberation and a majority of the City Council seeks additional public testimony, additional public comment and testimony is permitted in accordance with Section 1-160 (d) of the City Council Procedures and Decorum Policy.
- (12) The City Council deliberates and takes action as needed.

- (13) The Chair announces the final decision of the City Council as applicable.
- (n) Call for Recess: The Chair may call for a recess of up to fifteen (15) minutes at regular intervals at appropriate points in the meeting agenda, or if requested by any Council Member.

Sec. 1-160. – Decorum

- (a) General: During Council meetings, Council Members shall preserve order and decorum, shall not interrupt or delay proceedings, and shall obey the rules of the Council. Council Members shall demonstrate respect and courtesy to one another, to City Staff and to members of the public appearing before the Council. Council Members shall seek to phrase and communicate all writings, publications and speeches in a professional and constructive manner.

Council Members may express differing views. Equitable representation helps promote unity of purpose by allowing the public to be informed of Member's position during his/her term of office and not only during an election campaign.

Members of the Council will not condone any unethical or illegal activity from any Council Member or members of the Staff. All members of the Council agree to uphold the intent of this policy and to govern their actions accordingly.

- (b) Mayoral Responsibilities:

- (1) The Mayor shall serve as the Chair of all meetings. The Mayor Pro Tempore shall preside in the absence of the Mayor.
- (2) The Mayor shall have a voice in all matters before the Council.
- (3) The Chair is responsible for preserving order and decorum and shall keep the meetings orderly by recognizing each Member for discussion, limiting speaking items, encouraging debate among Members, and keeping discussion limited to the agenda item being considered.
- (4) The Mayor is the official spokesperson for the Council on all matters unless absent, at which time the Mayor Pro Tempore or appropriate designee will assume the role.
- (5) The Chair will encourage all Council Members to participate in Council discussion and give each Member an opportunity to speak before any Member can speak again on the same subject.
- (6) The city manager is responsible for ensuring that an orientation of all Council Members is conducted following an election. The orientation shall include Council procedures, staff and media relations, current agenda items, municipal leadership training programs, and legal issues governing the behavior of elected officials, etc.

- (c) Council Responsibilities:

- (1) Each Council Member is responsible for being prepared to discuss the agenda.

- (2) Each Council Member is required to attend a Council Member Orientation and is encouraged to attend at least one Texas Municipal League-sponsored conference each year in order to stay informed on issues facing municipalities.
- (3) It is the responsibility of Council Members to be informed about action taken by the Council in their absence. In the case of an absence from a work session, the Council Member is responsible for obtaining this information from the City Manager prior to the Council meeting during which said item is to be voted upon.
- (4) When addressing an agenda item, the Council Member shall first be recognized by the Chair, confine comments to the question under debate, avoid reference to personalities, and refrain from impugning the integrity or motives of any other Council Member or Staff Member during debate or vote.
- (5) Any Council Member may appeal a ruling by the Chair to the Council as a whole. If the appeal is seconded, the person making the appeal may make a brief statement and the Chair may respond. An appeal may generally be debated by the Members, but each Member may speak only once. The affirmative vote of a majority of the Council Members present and voting shall be necessary to approve the motion.
- (6) Any Council Member may ask the Chair to enforce the policy established by the Council. Should the Chair fail to do so, a majority vote of the Council Members present shall require the Chair to enforce the policy.
- (7) When a Council Member is appointed to serve as a liaison to a board, committee or commission, the Council Member is responsible for keeping all Council Members informed of significant activities of that board, committee or commission. The appointed Council Member should report the actions of the board, committee or commission during a work session of the City Council.
- (8) A member of the Council who wishes to be recognized shall request to speak, but shall not proceed with remarks until recognized and named by the Chair of the Meeting. Remarks shall be confined to the question before the Council.
- (9) While a member of the Council is speaking, other members shall not hold private discourse or in any manner interrupt the speaker. In all discussions, disrespectful language and behavior shall be avoided.
- (10) In conformance with section 3.14 of the city charter, every member of the Council who shall be present at a meeting, when a vote is called for by the Chair shall vote thereon, unless they have recused themselves due to a conflict of interest. A conflict arises when a City Council Member, a relative of that Member, or an entity in which a City Council Member has a substantial interest and or is actively engaged in an activity that involves the City's decision-making processes. "Decision-making processes" is broader than just voting and includes being involved with any aspect of any decisions the City makes.
- (11) A Council Member may not represent any third party before any City board or commission.

- (12) All personal communication devices should be placed in a silent mode during any City Council meetings. Personal communication devices shall not be used for communicating City related business during City Council meetings. As a general rule, cell phones usage in executive session is prohibited.
- (d) Citizen's participation: The following rules shall be in force for persons in attendance at all meetings of Council:
- (1) Persons wishing to address the Council during "persons to be heard" shall approach the lectern and give his/her name and address before speaking. Speakers shall address the Mayor and Council with civility that is conducive to appropriate public discussion. All public comments should be addressed through the Mayor. Each speaker will be allowed three (3) minutes to speak.
- City Council Members cannot discuss items presented under "persons to be heard" nor take any action thereon other than consideration of the placement of said item on a future agenda as a discussion item or refer the item to City Staff for research and possible future action.
- (2) Persons may not engage in discussions with the Council during Council deliberations unless specifically asked a question by a Council Member. Persons who have been asked a question by a Council Member must be recognized by the Chair before being allowed to speak. The Chair may end any question and answer session between Council Members and a member of the public in order to facilitate the order of business.
- (3) Persons may present printed material to be included in the Council agenda packets one week prior to a meeting. Persons may present printed material to the City Clerk to distribute to the Council during a meeting.
- (4) Persons attending Council meetings shall remain seated or may stand in the back and come and go so long as it does not disrupt the meeting. Persons in attendance shall not carry signs, placards or other items, which could block the view of those behind them or be disruptive to the proceedings. No person attending any Council meeting shall delay the proceedings or refuse to obey the orders of the presiding officer.
- (5) Disturbances, transgressions of the rules or disorderly conduct in the Council chamber may cause the transgressor to be removed from the meeting. The Chair of the meeting, shall exercise control over persons who disrupt the meeting in the following ascending order of action:
- a. Call the person to order, advising that person of the infraction.
 - b. Advise the person that the infraction must cease immediately or the person will be ordered to leave the meeting.
 - c. Order the person to leave the meeting. If the offending person is a member of Council, the Chair shall call for a vote on the expulsion of that member from the meeting, and such vote requires a majority for adoption. A

police officer may remove an individual or individuals for disrupting a meeting as authorized by Texas Penal Code Section 42.05.

(6) Persons are encouraged to attend Council meetings. However, the number admitted shall be limited to the fire safety capacity of the Council chamber as determined by the fire chief of designee. If the capacity is surpassed the Council may adjourn the meeting and move its proceedings to a location that will accommodate a larger number of participants.

Sec. 1-170. – Staff Relations

- (a) In order to ensure proper presentation of agenda items by Staff, questions arising from Council Members after receiving their information packet should be, whenever possible, presented to the City Manager for Staff consideration prior to the Council meeting. This allows Staff the time to address Council Member's concern and provide all Council Members with additional information
- (b) The City Manager shall designate the appropriate Staff Member to address each agenda item and shall see that each presentation is prepared and presented in order to inform and educate the Council on the issues that require Council action. The presentation should be professional, timely and allow for discussion of options for resolving the issue. As a summary, the Staff Member making the presentation shall make it clear if no Council action is required, or present the Staff recommendation as a part of the presentation, and/or present the specific options for Council consideration.
- (c) The City Manager is directly responsible for providing information to all the Council concerning any inquiries by a specific Council Member that is significant in nature and would be beneficial to all Council Members. If the City Manager or the Staff's time is being dominated or misdirected by a Council Member, it is the City Manager's responsibility to inform the Mayor.
- (d) The City Manager will exhibit the highest professional and ethical behavior. The City Manager is responsible for the professional and ethical behavior and discipline of his/her Staff. The City Manager is also responsible for ensuring that the Staff receives the training and information necessary to address the issues facing municipal government.
- (e) Any conflicts arising between the City Staff and the Council will be addressed by the Mayor and the City Manager.
- (f) All Staff Members shall show one another, each Council Member, and the public, respect and courtesy at all times. They are also responsible for making objective, professional presentations to ensure public confidence in the process.
- (g) The City Manager, after an election, will make sure that the Staff has prepared information needed for the orientation of new Council Members, and inform Council of any available Texas Municipal League conferences and seminars. The City Manager will also be responsible for meeting personally with new Members and informing them about City facilities, policies and procedures.

Sec. 1-180. – Council and Media Relations.

Since the democratic form of government is only successful when the citizens are kept informed and educated about the issues facing their municipality, it is imperative the media play an important role in the governmental process. It is through an informed public that process is ensured and good government remains sensitive to its constituents. These guidelines are designed to help ensure fair relationships with all media reporters. The Council and the City Manager recognize that the media provides an important link between the Council and the public. It is desired to establish a professional working relationship to help maintain a well informed and educated citizenry.

- (a) During the conduct of official business, the news media shall occupy places designated for them or the general public.
- (b) All reporters will have access to an agenda and will be furnished support materials needed for clarification if needed.
- (c) In order to preserve the decorum and professionalism of Council meetings, the media are requested to refrain from conversing privately with other people in the audience and to conduct interviews with the public outside the meeting room while the Council is in session.
- (d) On administrative matters, the City Manager is the spokesperson, unless he/she has appointed a media relations person to present Staff information on the agenda.
- (e) The Mayor, or his/her designee, is the primary spokesperson for the City on matters regarding policy decisions or any Council information pertaining to issues on the agenda. In order to ensure fair treatment of an issue, any clarifications requested by the media on the issue should be addressed after the meeting. When opposing positions have been debated, regardless of the outcome, the public is better informed when all sides have adequate coverage by the media. This lets the public know that the item was seriously debated and options discussed before a vote was taken, and helps build confidence in the democratic process. With respect to each Council Member and the citizens of the City, the views presented by each Council Member should provide equitable representation of all Members. Even though Council Members may express differing ideas, equitable representation helps promote unity of purpose by allowing the public to be informed of each Member's position during his/her term of office and not only during an election campaign.

Sec. 1-190. – Statements by public officials regarding litigation.

When the City of Pearsall is involved in litigation or a legal dispute, Council Members shall refrain from commenting on settlements, appeals or other issues related to the subject until the matter is resolved. The Mayor, City Manager or City Attorney shall be authorized to provide any public responses or comments, as needed on matters involving litigation.

Sec. 1-200. – Non-Exclusive Rules

The rules set forth shall supersede the Council related portions that conflict with this policy (excluding City Charter); however, they are not exclusive and do not limit the inherent power and general legal authority of the City Council, or of its presiding officer, to govern the conduct of the City Council meetings as may be considered appropriate from time to time, or in particular circumstances, for purposes of orderly and effective conduct of the affairs of the City.

Sec. 1-210. – Disbursement of Council Requested information

As a general courtesy and to maintain equality in the disbursement of information, documentation or data requested by a Council Member from Staff shall be provided to all members of Council.

Sec. 1-220. – Policy Enforcement

If a Member(s) of the City Council believes this policy has been violated, an agenda item shall be placed on a future agenda following proper procedure (by City Manager, Mayor, or three members of the City Council).

A determination of violation shall be stated by majority vote of those present during the deliberation.

If it is a Member of the Council who is determined to be in violation of this policy, a standard letter of violation signed by the Mayor (or Mayor Pro Tempore, if the letter is going to the Mayor) shall be issued to the person. A copy of the letter shall become a part of the Council Member's official file with the City. Violations of this ordinance may also be forwarded to the ethics committee for their review and recommendation. The city council, in accordance with the city charter, may pursue other corrective measures for violations of this policy.

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TEXAS LOCAL GOVERNMENT CODE SECTION 212.172
EXTRATERRITORIAL JURISDICTION NON-ANNEXATION AGREEMENT

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BETWEEN

CITY OF PEARSALL, TEXAS

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AND

SOUTH TEXAS ELECTRIC COOPERATIVE, INC.

EXTRATERRITORIAL JURISDICTION NON-ANNEXATION AGREEMENT

This Extraterritorial Jurisdiction Non-Annexation Agreement (this "Agreement") is entered into in accordance with Section 212.172 of the Texas Local Government Code ("Section 212.172") effective on the last of the dates of execution of this Agreement as set forth immediately above the respective signatures of City and Company below (the "Effective Date"), by and between THE CITY OF PEARSALL, TEXAS ("City"), and SOUTH TEXAS ELECTRIC COOPERATIVE, INC., a Texas electric cooperative corporation ("Company"). City and Company are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Company owns the land more particularly described in Exhibit A (the "Land"); and

WHEREAS, City recognizes the positive economic impact that Company's facilities, improvements and operations on the Land bring to City and its extraterritorial jurisdiction through development and diversification of the economy, reduction of unemployment and underemployment through the production of new jobs, and the attraction of new businesses; and

WHEREAS, Section 212.172 authorizes City to make a written contract with an owner of land that is located in City's extraterritorial jurisdiction to guarantee the continuation of the extraterritorial status of such land and its immunity from annexation by City for a period of up to forty-five (45) years, and to agree to other terms regarding land usage, development, and regulation; and

WHEREAS, Company has sought certainty from City as to future annexation of the Land, and in consideration of the positive economic impact that Company's facilities, improvements and operations on the Land bring to City and its extraterritorial jurisdiction, City intends that the Land not be annexed during the term of this Agreement; and

WHEREAS, in consideration of the positive economic impact that the Facilities will bring to City and its extraterritorial jurisdiction, City intends that the extraterritorial status of the ETJ Land be continued during the term of this Agreement; and

WHEREAS, in consideration of the benefits provided to Company pursuant to this Agreement, Company has agreed to comply with the terms and conditions of this Agreement, and to make payments in lieu of taxes to City as provided in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits described in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Company agree as follows:

ARTICLE I
DEFINITIONS

The recitals to this Agreement are hereby incorporated for all purposes. The terms "Agreement," "City," "Company," "Effective Date," "Land," "Parties," "Party" and "Section 212.172" shall have the above meanings, and the following words or phrases shall have the following meanings:

1.1 "Act of Default" or "Default" means a failure to timely, fully, and completely comply in any material respect with one or more requirements, obligations, performance criteria, duties, terms, conditions or warranties in this Agreement.

1.2 "Base Taxable Value" means, for any Tax Year, the aggregate taxable value of the Land, and Company's real property and tangible personal property that are situated on the Land (other than any Major Capital Improvements Property), for the property tax purposes of Frio County, Texas, for such Tax Year. For the avoidance of doubt, the Parties acknowledge and agree that such Base Taxable Value will take into account any exemption (including, but not limited to, any exemption for pollution control property), special appraisal, or other property tax benefit to which Company is entitled under applicable law.

1.3 "Certified Taxable Value" means, for any Tax Year, an amount equal to the sum of (i) the Base Taxable Value as certified by the Frio County Appraisal District for the property tax purposes of Frio County, Texas, for such Tax Year, plus (ii) for each Major Capital Improvements Property, the Major Capital Improvements Property Taxable Value with respect to such Major Capital Improvements Property as certified by the Frio County Appraisal District for the property tax purposes of Frio County, Texas, for such Tax Year.

1.4 "Construction Period" means, with respect to any Major Capital Improvements Property, the period (i) beginning on January 1st of the Tax Year during which construction and/or installation of such Major Capital Improvements Property commences, and (ii) ending on December 31st of the Tax Year during which construction and/or installation of such Major Capital Improvements Property is completed.

1.5 "Extraterritorial Jurisdiction Services Agreement" has the meaning assigned to such term in Section 2.2(A) of this Agreement.

1.6 "Final Determination" means (i) a decision, judgment, decree or other order of a court or other governmental authority (including the Appraisal Review Board of Frio County, Texas) with appropriate jurisdiction, which has become final and non-appealable; (ii) a final and binding settlement or compromise with a governmental authority (including the Frio County Appraisal District) with appropriate jurisdiction; or (iii) any final disposition by reason of the expiration of all applicable statutes of limitations.

1.7 "Force Majeure" means a failure caused by (i) provisions of law, or the operation or effect of rules, regulations or orders promulgated by any governmental authority having jurisdiction over Company, the Land or any facilities, improvements or operations thereon or any upstream, intermediate or downstream equipment or support facilities as are necessary to such operations;

(ii) any demand or requisition, arrest, order, request, directive, restraint or requirement of any government or governmental agency whether federal, state, military, local or otherwise; (iii) the action, judgment or decree of any court; (iv) floods, tornadoes, hailstorms, hurricanes, evacuation due to threats of hurricanes, lightning, earthquakes, washouts, high water, fires, acts of God or public enemies, wars (declared or undeclared), blockades, epidemics, riots or civil disturbances, insurrections, terrorism, sabotage, threats of , terrorism or sabotage, strikes, labor disputes (it being understood that nothing contained in this Agreement shall require Company to settle any such strike or labor dispute), explosions, breakdown or failure of plant, machinery, equipment, lines of pipe or electric power lines (or unplanned or forced outages or shutdowns of the foregoing for inspections, repairs or maintenance), inability to obtain, renew or extend franchises, licenses or permits, loss, interruption, curtailment or failure to obtain electricity, gas, steam, water, wastewater disposal, waste disposal or other utilities or utility services, inability to obtain or failure of suppliers to deliver feedstock, raw materials, equipment, parts or materials (including, but not limited to, specially-manufactured tangible personal property that is manufactured by Company or its affiliates or purchased by Company from an unrelated party for installation and operation of the any improvements on the Land), or inability of Company to ship, or failure of carriers to transport to or from Company's facilities, products (finished or otherwise), feedstock, raw materials, equipment, parts or material; or (v) any other cause (except financial), whether similar or dissimilar, over which Company has no reasonable control and which forbids or prevents performance and cannot be overcome by reasonable diligence or without unusual expense.

1.8 "improvements" has the meaning assigned to that term in Section 1.04 of the Texas Property Tax Code.

1.9 "Initial Payment" has the meaning assigned to such term in Section 5.1(A) of this Agreement.

1.10 "Major Capital Improvements Property" has the meaning assigned to such term in Section 5.3 of this Agreement.

1.11 "Major Capital Improvements Property PILOT Percentage" has the meaning assigned to such term in Section 5.3 of this Agreement.

1.12 "Major Capital Improvements Property Taxable Value" means, with respect to any Major Capital Improvements Property for any Tax Year, the taxable value of such Major Capital Improvements Property for the property tax purposes of Frio County, Texas, for such Tax Year. For the avoidance of doubt, the Parties acknowledge and agree that such Major Capital Improvements Property Taxable Value will take into account any exemption (including, but not limited to, any exemption for pollution control property), special appraisal, or other property tax benefit to which Company is entitled under applicable law.

1.13 "Notice" has the meaning assigned to such term in Section 7.4 of this Agreement.

1.14 "Pending 2018 Appeal" has the meaning assigned to such term in Section 5.1(C) of this Agreement.

1.15 "Pending Appeal" has the meaning assigned to such term in Section 5.2(E) of this Agreement.

1.16 “PILOT Payment” has the meaning assigned to such term in Section 5.2(A) of this Agreement.

1.17 “Preliminary Initial Payment” has the meaning assigned to such term in Section 5.1(B) of this Agreement.

1.18 “Preliminary PILOT Payment” has the meaning assigned to such term in Section 5.2(E) of this Agreement.

1.19 “Prevailing Party” has the meaning assigned to such term in Section 7.2 of this Agreement.

1.20 “real property” has the meaning assigned to that term in Section 1.04 of the Texas Property Tax Code.

1.21 “tangible personal property” has the meaning assigned to that term in Section 1.04 of the Texas Property Tax Code.

1.22 “Tax Year” has the meaning assigned to that term in Section 1.04 of the Texas Property Tax Code (i.e., the calendar year).

1.23 “Term” has the meaning assigned to such term in Article III of this Agreement.

ARTICLE II LAND ANNEXATION AND USAGE

2.1 Immunity from Annexation. Pursuant to its authority under Section 212.172, City guarantees that, subject to Company’s compliance with the applicable terms of this Agreement, the Land shall remain in City’s extraterritorial jurisdiction and shall be immune from annexation during the Term.

2.2 City Services.

(A) During the Term, City shall have no obligation to extend to the Land, or any improvements or operations thereon, any utility, fire protection, or other City services, except for services that are being provided to Company on the date hereof, or as City and Company shall otherwise agree in writing (any such agreement, and any amendment or successor agreement thereto, an “Extraterritorial Jurisdiction Services Agreement”).

(B) Company and City agree that during the Term, the provision of water service, wastewater service or any other services to Company and/or to the Land may be provided by any special district or city other than City.

2.3 Compliance with City Rules and Regulations. City and Company agree that during the Term, with respect to the Land and any improvements or operations thereon, City shall not require compliance with, or otherwise extend or enforce, its rules, regulations, ordinances or any other action: (1) governing zoning, platting or subdividing of the Land; (2) prescribing any building, electrical, plumbing, inspection, or similar or related code or codes, standards or equipment with respect to the Land or any improvements or operations thereon; or (3) otherwise governing or

attempting to exercise, in any manner whatsoever, control over the operation or conduct of Company's business, activities, facilities or personnel on the Land; provided, however, that an Extraterritorial Jurisdiction Services Agreement between City and Company may require Company's compliance with certain rules or regulations directly relating to City's provision of services to Company thereunder.

2.4 Annexation by Another Entity. If (i) any attempt to annex any of the Land is made by another municipality, (ii) any attempt is made by another municipality to include any of the Land within the extraterritorial jurisdiction of such municipality, or (iii) any incorporation of any new municipality should attempt to include any of the Land within the boundaries or extraterritorial jurisdiction of such municipality, City shall promptly seek a temporary and permanent injunction against such annexation, inclusion or incorporation, with the cooperation of Company, and shall take any other legal action necessary or advisable under the circumstances to prevent such annexation, inclusion or incorporation. The cost of the legal action shall be borne equally by City and Company; provided, however, that the fees of any special legal counsel shall be paid by the Party retaining same.

ARTICLE III TERM

The term of this Agreement (the "Term") will begin on the Effective Date and shall continue through and until October 31, 2063, unless this Agreement is earlier terminated as provided elsewhere herein.

ARTICLE IV REPRESENTATIONS

4.1 Representations of City. City hereby represents to Company that as of the date hereof:

(A) City is a duly created and existing municipal corporation and general rule municipality of the State of Texas under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

(B) City has the power, authority and legal right under the laws of the State of Texas to enter into and perform this Agreement and the execution, delivery and performance hereof (i) will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation, and (ii) do not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon any assets of City under, any agreement or instrument to which City is a party or by which City or its assets may be bound or affected.

(C) This Agreement has been duly authorized, executed and delivered by City and constitutes a legal, valid and binding obligation of City, enforceable in accordance with its terms except to the extent that (i) such enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights and (ii) certain equitable remedies including specific performance may be unavailable.

(D) The execution, delivery and performance of this Agreement by City do not require the consent or approval of any person that has not been obtained.

4.2 Representations of Company. Company hereby represents to City that as of the date hereof:

(A) Company is duly organized and existing and in good standing as an electric cooperative corporation under the laws of Texas, and shall remain in good standing in Texas during the Term.

(B) Company has the power, authority and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery and performance hereof (i) have been duly authorized and will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation applicable to Company, and (ii) do not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon any assets of Company under, any agreement or instrument to which Company is a party or by which Company or its assets may be bound or affected.

(C) This Agreement has been duly authorized, executed and delivered by Company and constitutes a legal, valid and binding obligation of Company, enforceable in accordance with its terms except to the extent that (i) such enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights and (ii) certain equitable remedies including specific performance may be unavailable.

(D) The execution, delivery and performance of this Agreement by Company do not require the consent or approval of any person that has not been obtained.

ARTICLE V PAYMENTS IN LIEU OF TAXES

5.1 Initial Payment.

(A) In accordance with the provisions of this Section 5.1, and as part of the consideration for City's agreements contained herein, Company agrees to make a payment to City (the "Initial Payment") in an amount equal to the product of (i) the Base Taxable Value for the 2018 Tax Year, multiplied by (ii) eighty-two percent (82%), multiplied by (iii) City's property tax rate for the 2018 Tax Year.

(B) Using the Base Taxable Value for the 2018 Tax Year as of the Effective Date (as detailed in Exhibit B), the amount of the Initial Payment is \$486,116.26 (the "Preliminary Initial Payment") calculated as follows:

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Base Taxable Value for the 2018 Tax Year as of the Effective Date	\$66,534,760.00
Payment in lieu of tax percentage	x 82%
City's property tax rate for the 2018 Tax Year	<u>x 0.00891</u>
Preliminary Initial Payment	<u>\$486,116.26</u>

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(C) The Parties acknowledge that a portion of the Base Taxable Value for the 2018 Tax Year as of the Effective Date is the subject of an appeal under Chapter 42 of the Texas Property Tax Code in the case styled and numbered South Texas Electric Coop Inc. v. Frio County Appraisal District, Cause No. 18-09-00349CVF, in the 81st Judicial District Court, Frio County, Texas (the “Pending 2018 Appeal”).

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(D) If a Final Determination of the Pending 2018 Appeal has occurred on or before August 15, 2019, Company shall recalculate the amount of the Initial Payment to reflect any change in the Base Taxable Value for the 2018 Tax Year resulting from such Final Determination, and on or before August 15, 2019, Company shall pay to City an amount equal to such recalculated Initial Payment.

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(E) If a Final Determination of the Pending 2018 Appeal has not occurred on or before August 15, 2019:

(1) Company shall pay to City an amount equal to the Preliminary Initial Payment on or before August 15, 2019.

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(2) Upon the occurrence of a Final Determination of the Pending 2018 Appeal, Company shall recalculate the amount of the Initial Payment to reflect any change in the Base Taxable Value for the 2018 Tax Year resulting from such Final Determination and submit a statement to City setting forth such recalculation and the amount, if any, by which the Initial Payment so recalculated exceeds the Preliminary Initial Payment, or the Preliminary Initial Payment previously paid by Company exceeds the Initial Payment so recalculated, as the case may be.

(a) If the Initial Payment so recalculated exceeds the Preliminary Initial Payment previously paid by Company, then Company shall pay the amount of such excess, without interest or penalty, to City within thirty (30) days after Company's delivery of such statement to City.

(b) If the Preliminary Initial Payment previously paid by Company exceeds the Initial Payment so recalculated, then City shall pay the amount of such excess, without interest or penalty, to Company within thirty (30) days after Company's delivery of such statement to City.

5.2 PILOT Payments.

(A) As part of the consideration for City's agreements contained herein, for the 2019

Tax Year and each Tax Year thereafter during the Term, Company agrees to make a payment to City (each, a “PILOT Payment”) in an amount equal to the sum of:

- (i) the product of:
 - (I) the Base Taxable Value for such Tax Year, multiplied by
 - (II) a percentage equal to eighty-two percent (82%), multiplied by
 - (III) City’s property tax rate for such Tax Year; plus
- (ii) for each Major Capital Improvements Property, the product of:
 - (I) the Major Capital Improvements Property Taxable Value for such Major Capital Improvements Property for such Tax Year, multiplied by
 - (II) the applicable Major Capital Improvements Property PILOT Percentage for such Tax Year, multiplied by
 - (III) City’s property tax rate for such Tax Year.

(B) On or before December 31st of the 2019 Tax Year and December 31st of each Tax Year thereafter during the Term, City will submit to Company a statement setting forth the calculation of the PILOT Payment due from Company for such Tax Year.

(C) With respect to the 2019 Tax Year, on or before the later of (i) March 1, 2020, and (ii) thirty (30) calendar days after City delivers to Company the statement described in Section 5.2(B) with respect to such Tax Year, Company will remit to City the PILOT Payment due from Company for such Tax Year.

(D) With respect to the 2020 Tax Year and each Tax Year thereafter during the Term, on or before the later of (i) the January 31 immediately following such Tax Year, and (ii) thirty (30) calendar days after City delivers to Company the statement described in Section 5.2(B) with respect to such Tax Year, Company will remit to City the PILOT Payment due from Company for such Tax Year.

(E) Notwithstanding anything contained in the foregoing provisions of this Section 5.2 to the contrary, if on or after the due date of a PILOT Payment for a Tax Year there are any administrative or judicial protests, appeals, or other proceedings pending with respect to all or any portion of the Base Taxable Value and/or any Major Capital Improvements Property Taxable Value for such Tax Year (a “Pending Appeal”), Company will remit to City on or before such due date a PILOT Payment calculated on the basis of the Certified Taxable Value (as of such due date) for such Tax Year (the “Preliminary PILOT Payment”). Upon the occurrence of a Final Determination of such Pending Appeal, Company shall recalculate the amount of the PILOT Payment for such Tax Year to reflect any change in such Certified Taxable Value resulting from such Final Determination and submit a statement to City setting forth such recalculation and the amount, if any, by which the PILOT Payment so recalculated exceeds the Preliminary PILOT

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Payment (as appropriately adjusted, if applicable, to reflect any previous payment resulting from any previous recalculation of the PILOT Payment under this Section 5.2(E)), or the Preliminary PILOT Payment (as so adjusted, if applicable) exceeds the PILOT Payment so recalculated, as the case may be.

(a) If the PILOT Payment so recalculated exceeds the Preliminary PILOT Payment (as so adjusted, if applicable), then Company shall pay the amount of such excess, without interest or penalty, to City within thirty (30) days after Company's delivery of such statement to City.

(b) If the Preliminary PILOT Payment (as so adjusted, if applicable) exceeds the PILOT Payment so recalculated, then City shall pay the amount of such excess, without interest or penalty, to Company within thirty (30) days after Company's delivery of such statement to City.

5.3 PILOT Percentage With Respect to Major Capital Improvements. With respect to the construction and/or installation of any of Company's real property and/or tangible personal property on the Land that commences during the Term and costs at least \$1,000,000.00 upon completion of such construction and/or installation (any such real property and/or tangible personal property on the Land being referred to herein as "Major Capital Improvements Property"), the percentage (the "Major Capital Improvements Property PILOT Percentage") that is multiplied by the Major Capital Improvements Property Taxable Value of such Major Capital Improvements Property for a Tax Year during the Term shall be determined using the following schedule:

Tax Year	Major Capital Improvements Property PILOT Percentage
Each Tax Year during the Construction Period	0%
1 st Tax Year after the Construction Period	15%
2 nd Tax Year after the Construction Period	25%
3 rd Tax Year after the Construction Period	35%
4 th Tax Year after the Construction Period	45%
5 th Tax Year after the Construction Period	55%
6 th Tax Year after the Construction Period	65%
7 th Tax Year and subsequent Tax Years after the Construction Period	70%

ARTICLE VI DEFAULT

6.1 Company Default. Upon the occurrence of an Act of Default by Company that is not cured and corrected by compliance within ninety (90) days after written notice from City to do so, or by express waiver by City, City has the option to terminate this Agreement; provided, however, that if such Act of Default is caused by an event constituting Force Majeure which cannot be cured by

commercially reasonable efforts within such ninety (90) day period, then such ninety (90) day period shall be deemed extended if Company (i) shall promptly, upon the receipt of such written notice, advise City of Company's intention to institute all steps necessary to cure such Act of Default, and (ii) shall thereafter begin to use commercially reasonable efforts to cure same not later than one hundred eighty (180) days after City provided such written notice to Company. The applicable period described above for curing an Act of Default hereunder shall toll, and shall not be considered for any purpose as having run, beginning upon the day Company files a petition in district court in Frio County, Texas, to determine whether such Act of Default has in fact occurred under this Agreement and/or to determine whether any attempt to cure has been sufficient. The tolling described in the preceding sentence will end, and the time period during which a cure of any Default must be made will again begin to run, upon the issuance of a final court decision and all appeals therefrom are exhausted.

6.2 City Default. Upon the occurrence of an Act of Default by City (including, but not limited to, City's breach of this Agreement by City annexing, or attempting to pass an ordinance annexing, any of the Land), Company shall, in addition to any other legal or other remedy that may be available to it, be entitled to specific performance and temporary and permanent injunctive and any other equitable relief from the date of such Act of Default for the balance of the Term (without proof of actual damage or inadequacy of legal remedy and without the necessity of posting a bond) in case of any such Act of Default (including, but not limited to, enjoining City, from the date of such Act of Default for the balance of the Term, from enforcing any annexation ordinance adopted in violation of this Agreement and from taking any further action in violation of this Agreement).

6.3 Delay. Any delay for any amount of time by a Party in providing notice of Default to a defaulting Party hereunder, or in taking action in response to a Default, shall in no event be deemed or constitute a waiver of such Default by the non-defaulting Party of any of its rights and remedies available in law or in equity.

6.4 Waiver. Any waiver granted by a Party to a defaulting Party of an Act of Default shall not be deemed or constitute a waiver of any other existing or future Act of Default by the defaulting Party or of a subsequent Act of Default of the same act or event by the defaulting Party.

ARTICLE VII MISCELLANEOUS PROVISIONS

7.1 Assignment. Except as otherwise provided in this Section 7.1, Company may not assign all or part of its rights and obligations under this Agreement to a third party without prior written approval of City, which approval will not be unreasonably withheld, delayed or conditioned. City agrees, however, that Company may assign in whole or in part its rights and obligations under this Agreement or with respect to all or any part of the Land or improvements thereon to any affiliate, subsidiary, related company, partnership or joint venture, or other entity, as long as the assignee controls, is controlled by, or is under common control with Company; or to a third party lender advancing funds for the acquisition of all or any part of the Land or improvements thereon or for the construction, installation and/or operation of such improvements. City expressly consents to any assignment described in the preceding sentence, and agrees that no further consent of City to such an assignment will be required. Company agrees to provide City with written notice of any such assignment. For purposes of this Section 7.1, "controls" when used with respect to any person

or entity means (i) the ownership, directly or indirectly, of fifty percent (50%) or more of the voting securities of such person or entity, or (ii) the right to direct the management or operations of such person or entity, directly or indirectly, whether through the ownership (directly or indirectly) of securities, by contract or otherwise; and the terms "controlled" and "common control" have meanings correlative to the foregoing.

7.2 Attorneys' Fees. If any legal action or proceeding is commenced between City and Company based on this Agreement, the Prevailing Party in the legal action will be entitled to recover its reasonable attorneys' fees and expenses incurred by reason of such action, to the extent allowed by law. The term "Prevailing Party" is defined to mean the Party who obtains a determination of wrongful conduct by the other Party, whether or not that Party obtains monetary, declaratory, injunctive, equitable or nominal relief.

7.3 Binding Effect. This Agreement will be binding on and inure to the benefit of the Parties and their respective successors and assigns.

7.4 Notice. Any notice or other communication ("Notice") given under this Agreement shall be in writing and deemed sufficiently given for all purposes hereof if (i) delivered in person, by courier (e.g., by Federal Express), or by registered or certified United States Mail to the Party to be notified, with receipt obtained, or (ii) sent by facsimile transmission, with notice of receipt obtained, in each case to the appropriate address or number as set forth below. Each notice shall be deemed effective on receipt by the addressee as aforesaid; provided, however, that notice received by facsimile transmission after 5:00 p.m. at the location of the addressee of such notice shall be deemed received on the first business day following the date of such electronic receipt. For the purposes of Notice, the addresses of the Parties will, until changed as provided below, be as follows:

City:

City of Pearsall
Attention: City Manager
215 South Ash Street
Pearsall, Texas 78061
Phone: (830) 334-3676
Facsimile: (830) 334-4750

Company:

South Texas Electric Cooperative, Inc.
Attention: General Manager
2849 Farm Road 447
P.O. Box 119
Nursery, Texas 77976
Phone: (361) 575-6491
Facsimile: (361) 576-1433

Any Party may designate a different address at any time by giving Notice to the other Party.

7.5 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected and it is also the intention of the Parties that, in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

7.6 Article and Section Headings. The Article and Section headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of such Articles and Sections.

7.7 No Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party, except as permitted by Section 7.1.

7.8 Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be deemed to constitute one and the same instrument, and delivery of this Agreement by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature or signatures.

7.9 Damages not Included. Damages awarded in an adjudication brought against City or Company arising under this Agreement, including any amendments thereto, may not include any: (i) special or consequential damages; (ii) punitive or exemplary damages; or (iii) damages for unabsorbed home office overhead.

7.10 Interpretation. Each of the Parties has been represented by counsel of its choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against either Party based on draftsmanship.

7.11 Relationship of the Parties. This Agreement will not be construed as establishing a partnership or joint venture, joint enterprise, express or implied agency, or employer/employee relationship between the Parties.

7.12 Entire Agreement. This Agreement (together with any Extraterritorial Jurisdiction Services Agreement) embodies the complete agreement of the Parties, superseding all oral or written, previous or contemporary, agreements between the Parties relating to matters in this Agreement; and, except as otherwise provided herein, this Agreement cannot be modified or amended without a written agreement of the Parties.

7.13 Required Recordation. City will (i) file a copy of this Agreement in the real property records of Frio County, Texas, in compliance with Section 212.172(c)(4) of the Texas Local Government Code, and (ii) provide a copy of such recorded copy of this Agreement to Company.

7.14 Governing Law. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas without regard, however, to the conflicts of laws provisions of Texas law.

7.15 Venue. Venue for any legal action related to this Agreement is in Frio County, Texas.

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EXECUTED on Nov 6th, 2018, to be effective as of the Effective Date.

CITY OF PEARSALL, TEXAS

By: [Signature]
Name: Charles JACKSON
Title: City Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF FRIO §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Charles Jackson, city manager of the City of Pearsall, Texas, known to me to be the person whose name is ascribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the City of Pearsall, Texas, for the purposes and considerations therein expressed, and the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 6 DAY OF November, 2018.



[Signature]
NOTARY PUBLIC FOR THE STATE OF TEXAS
Printed Name: Krystal Garcia
My Commission Expires: Nov. 16, 2020

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EXECUTED on November 1 2018, to be effective as of the Effective Date.

SOUTH TEXAS ELECTRIC COOPERATIVE, INC.

By: 
Name: Mike Kezar
Title: General Manager

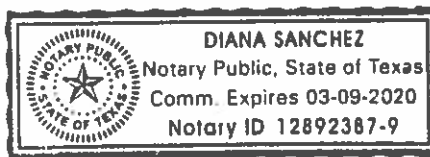
ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF Victoria §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Mike Kezar, General Manager of South Texas Electric Cooperative, Inc., known to me to be the person whose name is ascribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of South Texas Electric Cooperative, Inc. for the purposes and considerations therein expressed, and the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 1st DAY OF November, 2018.


NOTARY PUBLIC FOR THE STATE OF TEXAS
Printed Name: Diana Sanchez
My Commission Expires: 03/09/2020



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EXHIBIT A
LEGAL DESCRIPTION OF THE LAND

Tract I: Being 81.60 acres of land, out of the following: 57.69 acres out of the Dolores Garcia Survey No. 1408, Abstract No. 331, 4.14 acres out of the J. J. Velasco Survey No. 1410, Abstract No. 648, 18.32 acres out of the James Speed Survey No. 4/1, Abstract No. 907 and 1.45 acres out of the George Curtis Survey No. 5/1, Abstract No. 1465, Frio County, Texas, said 81.60 acres of land being more particularly described by metes and bounds in Volume 56, Page 27, Official Public Records, Frio County, Texas.

Tract II: Being 29.769 acres of land, out of the R. A. Moore Survey No. 12, Abstract No. 1439, Frio County, Texas, said 29.769 acres of land being more particularly described by metes and bounds in Volume 41, Page 763, Official Public Records, Frio County, Texas.

Tract III: Being 95.13 acres of land, out of the following: 45.03 acres out of the Dolores Garcia Survey No. 1408, Abstract No. 331 and 50.1 acres out of the James Speed Survey No. 4/1, Abstract No. 907, Frio County, Texas, said 95.13 acres of land being more particularly described by metes and bounds in Volume 41, Page 763, Official Public Records, Frio County, Texas.

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EXHIBIT B

BASE TAXABLE VALUE FOR THE 2018 TAX YEAR
AS OF THE EFFECTIVE DATE

Frio County Appraisal District Account/GEO Number	Base Taxable Value for the 2018 Tax Year as of the Effective Date
00300-00331-00351-000000	\$ 2,880.00
00300-00331-00350-000000	130,390.00
00300-00648-01200-000000	9,520.00
00300-00907-00750-000000	42,140.00
00300-01465-00300-000000	3,340.00
00300-01439-00110-000000	52,040.00
00300-00331-00940-000000	79,180.00
00300-00907-00110-000000	87,580.00
0705403-0-9900005	58,943,180.00
0705403-0-9900010	691,110.00
0705403-0-9900020	3,693,400.00
0705403-0-9900015	<u>2,800,000.00</u>
Total	<u>\$66,534,760.00</u>

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FILED FOR RECORD
ANGIE TULLIS - COUNTY CLERK
FRIO COUNTY, TEXAS

INST NO: 0153005

FILED ON: NOVEMBER 08, 2018 AT 03:08pm

THIS INSTRUMENT CONTAINED 19 PAGES AT FILING



THE STATE OF TEXAS COUNTY OF FRIO
I hereby certify that this instrument was filed on the date
and time stamped hereon and recorded in the volume
and page of named record of Frio County, and stamped
hereon by me.

DATE: NOVEMBER 08, 2018
ANGIE TULLIS, COUNTY CLERK



Volume 252 on page 466 - 484

OPR RECORDS

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Property ID: 700

Owner: CITY OF PEARSALL

Property ID:

700

Account Number:

00195-00002-00530-000880

Property Legal Description:

530 1411 ORTIZ PABLO

PARCEL 21110

Deed Information:

Volume:

245

Page:

380

File Number:

152078

Deed Date:

7/17/2018

Property Location:

311 E HACKBERRY

PEARSALL TX 78061

Block:

Survey / Sub Division Abstract:

Section / Lot:

Owner Information:

CITY OF PEARSALL

215 S ASH

PEARSALL TX 78061

Property Detail:

Property Exempt:

X

Category / SPTB Code:

XVT

Total Acres:

2.760

Total Living Sqft:

See Detail

Owner Interest:

1.000000

Homestead Exemption:

Homestead Cap Value:

0

Land Ag / Timber Value:

0

Land Market Value:

50,000

Improvement Value:

0

Previous Owner:

WILLIAMS STEPHEN & KRISTI

Jur Code	Jur Name	Total Market	Homestead	Total Exemption	Taxable
01	FRIO COUNTY	50,000		0	0
01R	LATERAL ROAD	50,000		0	0
11	PEARSALL CITY	50,000		0	0
34	PEARSALL ISD	50,000		0	0
34IS	PEARSALL ISD I&S	50,000		0	0
60	FRIO HOSPITAL DISTRICT	50,000		0	0
63	FRIO CO EMER SERV DIST	50,000		0	0
65	EVERGREEN UNDGRND WTR	50,000		0	0

Property ID: 700

Owner: CITY OF PEARSALL

Building Detail

Sequence	Type	Class	Year Built	Historic Value	Condition	Percent Saved	Square Feet	Replacement Value	Total Value
1	FVO	1L	1974	NO	AV	50%	16,123	0	0
2	FVO		1974	NO	FA	55%	1,173	0	0
3	FVO	1L	1974	NO	FA	55%	1,173	0	0
4	FVO	1L	1974	NO	FA	55%	1,084	0	0
5	FVO	1L	1974	NO	FA	55%	1,084	0	0
6	FVO		0	NO		100%	395	0	0
7	FVO	2	0	NO		100%	395	0	0
8	FVO	2	0	NO		100%	420	0	0
9	FVO	2	0	NO		100%	420	0	0
10	FVO	1	1974	NO	FA	55%	496	0	0
11	FVO	2	0	NO		100%	200	0	0
12	FVO	1	1974	NO	FA	55%	288	0	0
13	FVO	1	0	NO	PO	35%	16,200	0	0
14	FVO	2	1974	NO	FA	55%	576	0	0

Total Building Value: \$ 0

Property ID: 700

Owner: CITY OF PEARSALL

Land Detail

Land Sequence 1		
Acres: 2.76	Market Class: RHS200	Market Value: 50,000
Land Method: AC	Ag/Timber Class:	Ag/Timber Value: 0
Land Homesiteable: NO	Land Type:	Ag Code:
Front Foot: N/A	Rear Foot: N/A	Lot Depth: N/A
Front Ft Avg: N/A	Lot Depth %: N/A	Land Square Ft: N/A

Total Land Value: \$ 50,000

Property ID: 700

Owner: CITY OF PEARSALL

Previous Owner Information

Parcel ID	Seller	Buyer	Volume	Page	File Number	Deed Date
700	WILLIAMS STEPHEN & KRISTI	CITY OF PEARSALL	245	380	152078	7/17/2018
700	SOUTH TEXAS CARE CENTER	WILLIAMS STEPHEN & KRISTI	89	219	129305	3/28/2011
700	AMISTAD CENTER / B-W INV PTSHP	SOUTH TEXAS CARE CENTER	808	213		6/1/1993
700		RELEASE OF LIEN	994	121		3/3/2003
700		AMISTAD CARE CENTER	0	0		1/1/1900

Property ID: 1555

Owner: CITY OF PEARSALL

Property ID:

1555

Account Number:

00164-00005-01401-000000

Property Legal Description:

N50 OF 14 THRU 16 BLK 5

PEARSALL

Deed Information:

Volume:

144

Page:

316

File Number:

Deed Date:

6/22/1951

Property Location:

213 S OAK

PEARSALL TX 78061

Block:

Survey / Sub Division Abstract:

Section / Lot:

Owner Information:

CITY OF PEARSALL

CITY HALL

215 S ASH ST

PEARSALL TX 78061

Property Detail:

Property Exempt:

X

Category / SPTB Code:

XVT

Total Acres:

0.143

Total Living Sqft:

See Detail

Owner Interest:

1.000000

Homestead Exemption:

Homestead Cap Value:

0

Land Ag / Timber Value:

0

Land Market Value:

12,500

Improvement Value:

43,120

Jur Code	Jur Name	Total Market	Homestead	Total Exemption	Taxable
01	FRIO COUNTY	55,620		0	0
01R	LATERAL ROAD	55,620		0	0
11	PEARSALL CITY	55,620		0	0
34	PEARSALL ISD	55,620		0	0
34IS	PEARSALL ISD I&S	55,620		0	0
60	FRIO HOSPITAL DISTRICT	55,620		0	0
63	FRIO CO EMER SERV DIST	55,620		0	0
65	EVERGREEN UNDGRND WTR	55,620		0	0

Property ID: 1555

Owner: CITY OF PEARSALL

Building Detail

Sequence	Type	Class	Year Built	Homesite Value	Condition	Percent Good	Square Feet	Replacement Value	Total Value
1	OFFICE	1L	0	NO	PO	30%	1,968	76,500	22,950
2	WARE HSE	1L	0	NO	PO	30%	1,968	39,930	11,980
3	GAR BAT	M2	0	NO	FA	40%	1,475	19,230	7,690
4	CANOPY	1	0	NO	FA	70%	120	720	500

Total Building Value: \$ 43,120

Property ID: 1555

Owner: CITY OF PEARSALL

Land Detail

Land Sequence 1		
Acres: N/A	Market Class: FFP250	Market Value: 12,500
Land Method: FF	Ag/Timber Class:	Ag/Timber Value: 0
Land Homesiteable: NO	Land Type:	Ag Code:
Front Foot: 50	Rear Foot: 50	Lot Depth: 125
Front Ft Avg: 50	Lot Depth %: 1	Land Square Ft: N/A

Total Land Value: \$ 12,500

Property ID: 1555

Owner: CITY OF PEARSALL

Previous Owner Information

Parcel ID	Seller	Buyer	Volume	Page	File Number	Deed Date
1555		CITY OF PEARSALL (G & E HOWARD	144	316		6/22/1951
1555		CITY OF PEARSALL(F & G CARTER)	124	268		9/5/1946

Property ID: 7955

Owner: CITY OF PEARSALL

Property ID: 7955	Account Number: 00195-00002-00648-000040
Property Legal Description: 648 1410 VELASCO JUAN JOSE	Deed Information: Volume: 607 Page: 436 File Number: Deed Date: 1/27/1989
Property Location: 2701 CR 1005/POWER PLANT RD PEARSALL TX 78061	Block: Section / Lot:
Survey / Sub Division Abstract:	
Owner Information: CITY OF PEARSALL 215 S ASH PEARSALL TX 78061 Previous Owner: LORD KYLE WAYNE	Property Detail: Property Exempt: X Category / SPTB Code: XVT Total Acres: 15.740 Total Living Sqft: See Detail Owner Interest: 1.000000 Homestead Exemption: Homestead Cap Value: 0 Land Ag / Timber Value: 0 Land Market Value: 54,300 Improvement Value: 0

Jur Code	Jur Name	Total Market	Homestead	Total Exemption	Taxable
01	FRIO COUNTY	54,300		0	0
01R	LATERAL ROAD	54,300		0	0
11	PEARSALL CITY	54,300		0	0
34	PEARSALL ISD	54,300		0	0
34IS	PEARSALL ISD I&S	54,300		0	0
60	FRIO HOSPITAL DISTRICT	54,300		0	0
63	FRIO CO EMER SERV DIST	54,300		0	0
65	EVERGREEN UNDGRND WTR	54,300		0	0

Property ID: 7955

Owner: CITY OF PEARSALL

Land Detail

Land Sequence 1		
Acres: 15.74	Market Class: RST2	Market Value: 54,300
Land Method: AC	Ag/Timber Class:	Ag/Timber Value: 0
Land Homesiteable: NO	Land Type:	Ag Code:
Front Foot: N/A	Rear Foot: N/A	Lot Depth: N/A
Front Ft Avg: N/A	Lot Depth %: N/A	Land Square Ft: N/A

Total Land Value: \$ 54,300

Property ID: 7955

Owner: CITY OF PEARSALL

Previous Owner Information

Parcel ID	Seller	Buyer	Volume	Page	File Number	Deed Date
7955	LORD KYLE WAYNE	CITY OF PEARSALL	607	436		1/27/1989
7955	SOUTH TEXAS SIMMENTAL	LORD KYLE WAYNE	0	0		1/1/1900
7955		SOUTH TEXAS SIMMENTAL	0	0		1/1/1900

Property ID: 10869

Owner: CITY OF PEARSALL

Property ID: 10869	Account Number: 00300-00331-00355-000000
Property Legal Description: 331 1408 GARCIA DOLORES WAS LALO TREVINOS PROPERTY	Deed Information: Volume: 95 Page: 15 File Number: 130430 Deed Date: 7/26/2011
Property Location: IH-35 PEARSALL TX 78061	Block: Section / Lot:
Survey / Sub Division Abstract:	
Owner Information: CITY OF PEARSALL 215 S ASH PEARSALL TX 78061	Property Detail: Property Exempt: X Category / SPTB Code: XVT Total Acres: 5.000 Total Living Sqft: See Detail Owner Interest: 1.000000 Homestead Exemption: Homestead Cap Value: 0 Land Ag / Timber Value: 0 Land Market Value: 40,250 Improvement Value: 0
Previous Owner: PEARSALL ISD IN TRUST	

Jur Code	Jur Name	Total Market	Homestead	Total Exemption	Taxable
01	FRIO COUNTY	40,250		0	0
01R	LATERAL ROAD	40,250		0	0
34	PEARSALL ISD	40,250		0	0
34IS	PEARSALL ISD I&S	40,250		0	0
60	FRIO HOSPITAL DISTRICT	40,250		0	0
63	FRIO CO EMER SERV DIST	40,250		0	0
65	EVERGREEN UNDGRND WTR	40,250		0	0

Property ID: 10869

Owner: CITY OF PEARSALL

Land Detail

Land Sequence 1

Acres: 3.364	Market Class: RHS70	Market Value: 27,080
Land Method: AC	Ag/Timber Class:	Ag/Timber Value: 0
Land Homesiteable: NO	Land Type:	Ag Code:
Front Foot: N/A	Rear Foot: N/A	Lot Depth: N/A
Front Ft Avg: N/A	Lot Depth %: N/A	Land Square Ft: N/A

Land Sequence 2

Acres: 1.636	Market Class: RHS70	Market Value: 13,170
Land Method: AC	Ag/Timber Class:	Ag/Timber Value: 0
Land Homesiteable: NO	Land Type:	Ag Code:
Front Foot: N/A	Rear Foot: N/A	Lot Depth: N/A
Front Ft Avg: N/A	Lot Depth %: N/A	Land Square Ft: N/A

Total Land Value: \$ 40,250

Property ID: 10869

Owner: CITY OF PEARSALL

Previous Owner Information

Parcel ID	Seller	Buyer	Volume	Page	File Number	Deed Date
10869	PEARSALL ISD IN TRUST	CITY OF PEARSALL	95	15	130430	7/26/2011
10869	TREVINO EULALIO & SANDRA	PEARSALL ISD IN TRUST	41	622	120281	12/4/2007
10869	TREVINO EULALIO & SANDRA	TREVINO EULALIO & SANDRA	0	0		1/1/1900
10869	LORD KYLE WAYNE EST	TREVINO EULALIO	798	195		3/22/1993
10869	RIOS MELECIO H	LORD KYLE WAYNE EST	774	21		1/14/1992
10869		RIOS MELECIO H	539	1		1/1/1900

Property ID: 4766

Owner: CITY OF PEARSALL

Property ID: 4766	Account Number: 00195-00002-00331-000010
Property Legal Description: 331 1408 GARCIA DOLORES	Deed Information: Volume: 0 Page: 0 File Number: Deed Date: 1/1/1900
Property Location: CR 1005/POWER PLANT RD	Block:
Survey / Sub Division Abstract:	Section / Lot:
Owner Information: CITY OF PEARSALL 215 S ASH PEARSALL TX 78061 Previous Owner:	Property Detail: Property Exempt: X Category / SPTB Code: XVT Total Acres: 54.430 Total Living Sqft: See Detail Owner Interest: 1.000000 Homestead Exemption: Homestead Cap Value: 0 Land Ag / Timber Value: 0 Land Market Value: 187,780 Improvement Value: 0

Jur Code	Jur Name	Total Market	Homestead	Total Exemption	Taxable
01	FRIO COUNTY	187,780		0	0
01R	LATERAL ROAD	187,780		0	0
11	PEARSALL CITY	187,780		0	0
34	PEARSALL ISD	187,780		0	0
34IS	PEARSALL ISD I&S	187,780		0	0
60	FRIO HOSPITAL DISTRICT	187,780		0	0
63	FRIO CO EMER SERV DIST	187,780		0	0
65	EVERGREEN UNDGRND WTR	187,780		0	0

Property ID: 4766

Owner: CITY OF PEARSALL

Land Detail

Land Sequence 1

Acres: 54.43	Market Class: RST2	Market Value: 187,780
Land Method: AC	Ag/Timber Class:	Ag/Timber Value: 0
Land Homesiteable: NO	Land Type:	Ag Code:
Front Foot: N/A	Rear Foot: N/A	Lot Depth: N/A
Front Ft Avg: N/A	Lot Depth %: N/A	Land Square Ft: N/A

Total Land Value: \$ 187,780

Property ID: 4766

Owner: CITY OF PEARSALL

Previous Owner Information

Parcel ID	Seller	Buyer	Volume	Page	File Number	Deed Date
4766	LORD KYLE WAYNE	CITY OF PEARSALL	607	436		1/1/1900
4766	LORD GEORGE P	LORD KYLE WAYNE	0	0		1/1/1900
4766		LORD GEORGE P	0	0		1/1/1900

CITY OF PEARSALL
FIRST AMENDMENT TO CONTRACT FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICE

The first Amendment to the Contract for Solid Waste Collection and Disposal Service dated the 14th day of July 2015 for the City of Pearsall, Texas (hereinafter referred to as the "First Amendments") is made effective on the 1st day of May, 2019 between the City of Pearsall (herein referred to as "City") 215 South Ash, Pearsall, TX 78061 and BFI Waste Services of Texas, L.P., D.B.A. Allied Waste Services of San Antonio, a Republic Services Company (herinafter referred to as "Contractor"), 4542 SE Loop 410, San Antonio, Texas 78222.

WITNESSED, THAT in consideration of the covenants and agreements herein contained, to be made, the following clarifications and amendments are made to the agreement:

10.0 TERMS: The First Amendment to the Contract will extend for a period of an additional five (5) years beginning the 1st day of January 2021 upon the expiration of the original performance of the Contract on the 31st of December 2020, of the original five (5) years that began on January 1st 2016.

12.02 MODIFICATION TO RATE SCHEDULE:

4) The Current Scheduled Rates will remain in effect until May 1, 2020. Contractor shall increase the rates for service effective on each anniversary of the effective date of this First Amendment in an amount equal to the percentage increases in the Consumer Price Index for All Urban Consumers(Water, Sewer and trash Collections Services) U.S. City Average, as published by the United States Department of Labor, Bureau of Statistics (the "CPI"). Rates will be adjusted using the most recently available trailing 12 months average CPI compared to the 12 months preceding. For example, if the CPI price increase is scheduled for May 1, 2020, and the latest CPI index available is the month of March, 2020 the CPI price increase percentage would be computed as the % change from:

The average CPI for the 12 months – April 2018 through March, 2019
Against
The average CPI for the 12 months – April 2016 through March, 2017

Such yearly increases shall be limited to a minimum increase of two (2) percent per year and a maximum increase of five (5) percent per year.

RATE SCHEDULE:

Senior Citizen Residential Collection Rate-Residents qualifying for the special Senior Citizens Discount designated by the city as primary head of household being 65 years of age or older will receive a discounted rate of \$14.83/month for residential household waste.

IN WITNESS WHERE, City of Pearsall, hereunto has subscribed his/her name on the day set forth after his/her signature, and the Authorized Agent of BFI Waste Services of Texas, L.P., D.B.A. Allied Waste Services of San Antonio, a Republic Services Company has also hereunto subscribed his name on the day and date set forth after his/her signature.

City:
City of Pearsall, Texas

Contractor:
BFI Waste Services of Texas, L.P., D.B.A. Allied Waste Services of San Antonio, a Republic Services Company

BY: MARY MOORE
Mary L. Moore

BY: RYAN WHITESIDE
[Signature]

DATED: 5-14-17

DATED: 5-13-17



CITY OF PEARSALL CONTRACT FOR MUNICIPAL
SOLID WASTE COLLECTION AND DISPOSAL SERVICES

Presented By

ACI RECYCLING AND DISPOSAL, INC.
12400 San Pedro Ave. Ste. 200
San Antonio, Texas 78216

Contact Name: J. Alex Salas
(210) 404-1220 – Office
(210) 820-3636 – Fax
alex@alamo1.com

July 2015

CONTRACT

THIS CONTRACT, is made and entered into this the 14th day of July, 2015 to become effective the 1st day of January, 2016, ("Effective Date") by and between the City of Pearsall, a Municipal Corporation in Frio County, of the State of Texas, with its principal office located at 215 South Ash Street, Pearsall, TX 78061 (hereinafter called the "City"), and ACI Recycling and Disposal, Inc., a Texas Business Corporation with its principal office and place of business at 12400 San Pedro Ave., San Antonio, TX 78216 (hereinafter called "Contractor" or "ACI"), acting herein by its duly authorized officer. City and Contractor will be referred to as "Party" or "Parties".

WITNESSETH:

WHEREAS, the Contractor initially submitted an August 2010 Proposal to contract for refuse collection and disposal within the City and to perform such work as may be incidental thereto,

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the Parties hereto as follows: The Contractor shall have the sole and exclusive franchise, license, and privilege to provide residential, commercial, and industrial refuse, construction debris, demolition debris, land clearing debris and all municipal solid waste collection and removal from within the corporate limits of the City, including those customers outside the City limits receiving City services, for the term of this Contract and all renewals hereof. As part of the mutual considerations herein, the Contractor is granted a franchise and license to use the City streets and public right-of-way to provide the services authorized pursuant to this Contract. The term of such franchise and license shall be only for the initial and any extended term of this Contract.

No amendment to this Contract shall be made except upon the written consent of the Parties, which consents shall not be unreasonably withheld. No amendment shall be construed to release either Party from any obligation of the Contract Documents except as specifically provided for in such amendment.

SOLID WASTE COLLECTION AND DISPOSAL
GENERAL SPECIFICATIONS

1.00 **DEFINITIONS**

- 1.01 Bag
- 1.02 Bulky Waste
- 1.03 Bundle
- 1.04 Cart(s)
- 1.05 City
- 1.06 Commercial Container
- 1.07 Commercial Customer
- 1.08 Construction Debris
- 1.09 Contract Documents
- 1.10 Contract Year
- 1.11 Contractor
- 1.12 Customer
- 1.13 Dead Animal(s)
- 1.14 Disposal or Refuse Processing Site
- 1.15 Driver
- 1.16 Garbage
- 1.17 Hazardous Waste
- 1.18 Landfill
- 1.19 Producer
- 1.20 Refuse
- 1.21 Residential and Commercial Refuse
- 1.22 Residential Container
- 1.23 Residential Customer
- 1.24 Roll-off Container
- 1.25 Roll-off Customer
- 1.26 Rubbish
- 1.27 Stable Matter
- 1.28 Unacceptable Waste

2.00 **SCOPE OF WORK**

3.00 **COLLECTION(S)**

- 3.01 Service (Residential Refuse)
- 3.02 Service (Yard-Grown Rubbish)
- 3.03 Bulky Waste Pickup
- 3.04 Contractor Performance Standards
- 3.05 Location of Carts, Bags, Bundles, Private Receptacles for Collection
- 3.06 Commercial Collection
- 3.07 Roll-off Commercial Collection
- 3.08 Brush Pickup

4.00 **OPERATION**

- 4.01 Hours of Operation
- 4.02 Routes of Collection

- 4.03 Holidays
- 4.04 Complaints
- 4.05 Collection Equipment
- 4.06 Office
- 4.07 Hauling
- 4.08 Disposal of Refuse
- 4.09 Notification
- 4.10 Point of Contact
- 4.11 Vehicle and Property Condition
- 4.12 City Service

- 5.00 COMPLIANCE WITH LAWS

- 6.00 EFFECTIVE DATE

- 7.00 NON-DISCRIMINATION

- 8.00 INDEMNITY

- 9.00 LICENSES AND TAXES

- 10.00 TERM

- 11.00 INSURANCE AND CORPORATE SURETY BOND
 - 11.01 Insurance
 - 11.02 Corporate Surety Bond

- 12.00 BASES AND METHOD OF PAYMENT
 - 12.01 Rates
 - 12.02 Modification to Rate Schedule
 - 12.03 City to Act as Biller and Collector
 - 12.04 Delinquent and Closed Accounts
 - 12.05 Contractor Billing to City
 - 12.06 Contractor Fee Paid to City
 - 12.07 Rate Schedule – (See Attachment A)
 - 12.08 Donations and Contributions
 - 12.09 TDS Previous Balance
 - 12.10 Transfer Station
 - 12.11 Community-Wide Cleanup Programs

- 13.00 TRANSFERABILITY OF CONTRACT

- 14.00 RIGHTS OF CONTRACTOR

- 15.00 OWNERSHIP

- 16.00 EXCLUSIONS

- 17.00 SUBCONTRACTORS
- 18.00 RIGHTS OF THE CITY
- 19.00 FORCE MAJEURE
- 20.00 SEVERABILITY
- 21.00 GOOD FAITH DEALINGS
- 22.00 REMEDIES
- 23.00 MEDIATION
- 24.00 RELATIONSHIP OF THE PARTIES
- 25.00 VENUE

SCHEDULE A (Rate Sheet)

SCHEDULE B ("No Charge" City Facility Locations)

SIGNATURES

1.00 DEFINITIONS

- 1.01 Bag - Plastic sack designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by top. Total weight of a bag shall not exceed 35 lbs.
- 1.02 Bulky Waste - includes Stoves, refrigerators, water tanks, washing machines, furniture, mattresses, and other waste materials including Construction Debris other than dead animals, brush, yard waste, hazardous waste or stable matter with weights or volumes greater than those allowed for Waste Wheelers and/or Residential Containers.
- 1.03 Bundle - Tree, shrub and brush trimmings neatly stacked together or newspapers and magazines securely tied together forming an easily handled package not exceeding five feet in length and 35 lbs. in weight.
- 1.04 Cart(s) - Waste receptacle with wheels provided by the Contractor not to exceed ninety-six (96) gallon capacity. Cart must be loaded so that lid is closed when the residential or commercial customer places the container at the curb.
- 1.05 City - City of Pearsall, Texas, a municipal corporation
- 1.06 Commercial Container - a ninety-six (96) gallon plastic cart, or metal containers two (2), three (3), four (4), six (6), or eight (8) cubic yards.
- 1.07 Commercial Customer - A business, commercial, or industrial customer designated by the City as a Commercial Customer. Residential

Apartment complexes greater than four (4) residential units shall also be in this customer class. These customers will be serviced with carts or commercial containers.

- 1.08 Construction Debris - Building materials resulting from construction, remodeling, repair or demolition operations.
- 1.09 Contract Documents - Solid Waste Collection and Disposal General Specifications and any addenda for changes to the specifications agreed to by the City and the Contractor.
- 1.10 Contract Year - Each 365 or 366 day calendar year from January 1 through December 31, and that portion the calendar year from the Effective Date to January 1, 2016, and each anniversary thereafter and ending the day prior to the next such anniversary date.
- 1.11 Contractor - The person, corporation or partnership performing the refuse collection and disposal (ACI Recycling and Disposal, Inc.) under contract with the City.
- 1.12 Customer - An occupant of a Residential or Commercial customer location, or Roll-off customer who generates refuse.
- 1.13 Dead Animal(s) - Animals, or portions thereof and any and all household animals, less than 20 pounds in weight, that have expired from any cause, except those slaughtered or killed for human use.
- 1.14 Disposal or Refuse Processing Site - Refuse depository including but not limited to sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved to receive for processing or final disposal of refuse and dead animals by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.
- 1.15 Driver - An employee of the Contractor assigned to operate the Contractor's equipment for the purpose of servicing the customers' refuse needs.
- 1.16 Garbage - Any and all Dead Animals of less than 20 pounds in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable, household, and/or other matter) that results from the preparation, processing, consumption, managing, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers associated therewith, and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents), except (in all cases) any matter included in the definition of Unacceptable Waste, Bulky Waste, Construction Debris, Hazardous Waste, Rubbish or Stable Matter.
- 1.17 Hazardous Waste - Any chemical compound, mixture, substance or article which is designated by the United States Environmental Protection Agency, or appropriate agency of the state, to be "hazardous" as that term is defined by or pursuant to Federal or State law.
- 1.18 Landfill - A permitted, licensed, and approved sanitary landfill of the Contractor's selection (See Disposal or Refuse Processing Site definition).

- 1.19 Producer - An occupant of a Residential or Commercial customer location who generates Refuse.
- 1.20 Refuse - This term shall refer to Residential, Commercial, and Industrial Refuse and Bulky Waste, Construction Debris and Stable Matter generated at a Residential or Commercial customer location, unless the context otherwise requires.
- 1.21 Residential and Commercial Refuse - All garbage and rubbish generated by a Residential or Commercial Customer.
- 1.22 Residential Container - A receptacle provided by the resident with a capacity of greater than 20 gallons, but less than 35 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting and having a tight fitting lid capable of preventing entrance into the container by vectors. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a container and its contents shall not exceed 35 pounds. Also a bag (see definition above.)
- 1.23 Residential Customer - A single family dwelling, and up to a cluster of four (4) interconnected family dwelling units (duplex, triplex, quadplex), within the corporate limits of the City or outside the City limits receiving City services. A Residential customer location shall be deemed occupied, when either water, natural gas, or domestic light and power services are being supplied thereto by any provider. Also, a condominium dwelling, whether single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, (duplex, triplex, quad-plex) shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall receive collection services and each shall be billed separately as a Residential Unit.
- 1.24 Roll-off Container - A solid waste industry container loaded by a winch truck not to exceed forty (40) cubic yards in volume.
- 1.25 Roll-off Customer - A customer requiring a specific type of open-top container generally used for larger construction or cleanup projects. These containers are placed on site, loaded by the customer, and hauled off by the Contractor with a specialized roll-off truck.
- 1.26 Rubbish - All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, used and discarded shoes, boots and clothing, combustible waste pulp and other products, such as those used for packaging, or wrapping, crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definitions of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.
- 1.27 Stable Matter - All manure and other fecal waste matter and stable bedding normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.
- 1.28 Unacceptable Waste - any and all waste that is either:

- 1) Waste which is now or in the future prohibited from disposal at a sanitary landfill by state or federal laws or the regulations promulgated thereunder; for example, including, but not limited to: Lead acid batteries, tires, concrete, and bulk petroleum or chemical products or by-products, septic tank pumping and grease and grit trap waste, sludge waste, including potable water supply treatment plants;
- 2) Hazardous waste, as defined by the laws of the United States or the State of Texas, or the regulations promulgated there under
- 3) Special waste, as defined by the laws of the United States or the State of Texas, or the regulations promulgated thereunder;
- 4) Any waste which because of its quantity, concentration, required disposal procedures, regulatory status, or physical, chemical infectious or other characteristics, jeopardizes or may jeopardize the environmentally sound operation of a solid waste collection system or disposal site, as determined by the Contractor

2.00 SCOPE OF WORK

The work under this Contract shall consist of all solid waste collection and disposal service for residential customers, commercial customers, and roll-off customers within the corporate limits of the City and those customers outside the City limits receiving City services, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Contract Documents.

3.00 COLLECTION(S)

3.01 Service (Residential Refuse) - Contractor shall provide public curbside/alley collection of garbage for Residential customers one (1) time per week. A 96-gallon cart and up to 35 additional gallons (bag, bundle or private receptacle) shall be collected. Carts, bags, bundles, and private receptacles shall be placed at curbside by 7:00 a.m. on the designated collection day.

3.02 Service (Yard-Grown Rubbish) - Contractor shall furnish residential solid waste pickup (subject to limitations in Schedule A) of grass, leaves, tree trimmings and other similar residential yard-grown refuse on regular pickup days, provided the yard-grown refuse is bundled or placed in plastic bags. No more than a combination of five (5) bags or bundles in addition to the 96 gallon cart will be collected. Should the resident require additional refuse collection, the resident may request one additional 96 gallon Cart (see rate schedule A) or contract directly with the Contractor to collect and dispose of the additional refuse at a rate of \$75 per hour, minimum of one hour.

3.03 Bulky Waste Pickup - Contractor shall provide twice per year for the special collection and hauling from Residential Customers of bulky waste, construction debris and stable matter (with a limitation of four (4) cubic yards) from all residential locations receiving garbage collection services. Contractor shall provide City with at least two weeks' notice before such special collection and provide adequate advance public notification of the collection schedule and items

to be collected. City will assign a City employee to accompany contractor during Bulky Waste Pickup. Also, the Contractor may provide for the special collection of dead animals over twenty (20) pounds at residential or commercial customer locations at sole discretion and upon such terms, as Contractor shall specify. Contractor shall separately contract with Customer for these services and manage its own billing and collection for such services.

3.04 Contractor Performance Standards - Performance standards shall include:

- 1) Residential carts shall be replaced within five (5) feet of customer's placement without obstructing traffic or damaging landscaping. Lids will be closed after servicing.
- 2) Residential collection areas shall be free of litter larger than three (3) inches within a 10-foot radius of the cart.
- 3) The Contractor will make all reasonable efforts to collect waste regardless of barriers (i.e. blocked streets) except when the safety and health of Contractor employees or the public is placed in danger.
- 4) The Contractor will make every effort to maintain a consistent route schedule.
- 5) The Contractor will make every reasonable effort to leave behind no loose trash, which may fall in the streets or into Customer's property. The Contractor will make every reasonable effort to keep neighborhoods free of litter from carts.
- 6) Unless personal or public safety concerns warrant, drivers are expressly forbidden to use their emergency brake to stop a moving Contractor vehicle.
- 7) The Contractor shall not provide collection service one-half (½) hour before the beginning or one (1) hour after dismissal on a scheduled school date on streets directly adjacent to school campuses.
- 8) The Contractor will make every reasonable effort to use vehicles that do not leak oil, hydraulic fluid or other substances, or present an unhygienic or unsafe appearance. If there should be a leak from a truck, the Contractor will comply with all regulations to lawfully clean up the spill within 48 hours of notification.
- 9) In the event of equipment breakdowns, Contractor will make every effort to notify the City and customers by telephone or door hanger if the service will be delayed or rescheduled for another pick-up day.

3.05 Location of Carts, Containers, Bags, Bundles, Private Receptacles for Collection - Each cart, bag, bundle, or private receptacle shall be placed at public curbside or alley for collection. "Public curbside" refers to that portion of right-of-ways adjacent to City roadways. Containers, bags, bundles, or private receptacles shall be placed as close to the roadway as practicable to an access point for the Contractor collection vehicle. Contractor may decline to collect any bag, bundle or private receptacle not so placed, or any Residential refuse not in the cart, bag, bundle or private receptacle.

3.06 Commercial Collection - The Contractor will establish commercial routes to service the Commercial Customers within the municipal corporate limits of the City and outside the City limits where City services are received. The following container sizes will be offered: 96 gallon carts, 2 yard, 3 yard, 4 yard, 6 yard and

8 yard containers. Commercial Customer will determine the container size and number/location of pickups.

3.07 Roll-off Commercial Collection - The Contractor will offer Roll-off service for Commercial Customers in the City. The following container sizes will be offered - 10, 20, 30, and 40 cubic yard roll-offs.

3.08 Brush Pickup - Contractor shall provide at no additional charge to the City, brush curbside/alley pickups twice per month on a designated day as agreed upon with the City. Brush must be no larger than four (4) inches in diameter and stacked neatly by curbside/alley. Brush will be in bundles not to exceed two cubic yards with dimensions no larger than five (5) feet in length, three (3) feet in width, and three (3) feet in height. Customers must call City Hall by 5:00 PM two days before the designated day to schedule brush pickup.

4.00 OPERATION

4.01 Hours of Operation - Collection of Refuse shall not start before 7:00 A.M. or continue after 7:00 P.M. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor. Such exception shall not be reasonably withheld or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

4.02 Routes of Collection - On the initial term of this Contract, before Contract is effective, Contractor is responsible for at least two-week advanced public notification of proposed collection schedules, route changes, items to be collected and other appropriate operational information. Contractor shall also submit a map designating the collection routes to the City for review and comment. The Contractor may from time to time propose to the City changes in routes or days of collection, provided such proposals are presented to the City at least two (2) weeks in advance of implementation. Contractor shall promptly give written or published notice to the affected customers of the modified routes/schedules at the Contractor's expense.

4.03 Holidays - The following shall be "no collection" holidays for purposes of this Contract:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Contractor may decide to observe any or all of the above holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of his obligation to still provide collection service at least once per week, even if such adjustment requires an early weekday or Saturday pick-up.

4.04 Complaints - All written or oral City or Customer complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate

and, if such allegations are verified, Contractor shall arrange for the collection of the Refuse not collected within 24 hours after the complaint is received. The Contractor shall keep and maintain a written record of all complaints received during the Term and any extended Term of this Contract. The Contractor shall keep records of complaints and associated resolutions, which will be available for the City to review online or at Contractor's closest business office at any time Monday through Friday, between the hours of 8 am and 5pm.

- 4.05 Collection Equipment - The Contractor shall maintain and operate its collection system and equipment in order to render competent and efficient service subject to the terms of this Contract. All equipment, including motor vehicles and trucks necessary for the performance of this Contract shall, at the beginning of and throughout the term of the Contract, be in good condition and repair. The trucks used in collection of solid waste shall be all metal, with completely enclosed "packer" type bodies that are designed and manufactured for the collection of solid waste. Said collection vehicles shall be painted and numbered and shall have Contractor's name and telephone number painted in letters of a contrasting color on each side of the vehicle in a size and type so as to be easily readable from a distance of 50 feet. All vehicles shall be kept in a clean and sanitary condition and shall be cleaned inside and outside at least once each month. Contractor shall furnish the City with a list of the type, model, and age of the equipment to be utilized for servicing the City.

- 4.06 Office - Contractor shall maintain, in the City of Pearsall, an office or such other facilities, as approved by the City, at the City's transfer station, through which it may be contacted twenty-four hours per day, seven days per week. It shall be equipped with sufficient telephone numbers, cell phone numbers, answering machine, and telefax, and shall have a responsible person in charge from 8:00 A.M. to 5:00 P.M. on regular collection days. The Contractor shall contact the City once before leaving the City on each collection day to receive any complaints which may have been filed with the City. The City Finance Director or his designee will be the primary contact for the City, and the Director of Solid Waste for the Contractor, per the terms of this Contract. The telephone number of the office shall be prominently displayed on all of the Contractor's containers, carts, and trucks used in the City.

- 4.07 Hauling - All Refuse hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are minimized.

- 4.08 Disposal of Refuse - Contractor shall have the responsibility of the disposal of all Refuse (solid waste) collected under this Contract and all of said materials shall be disposed of in compliance with the laws of the Federal Government and State of Texas and/or the rules, regulations and standards established or to be established by the Federal Government and the Texas Commission on Environmental Quality (TCEQ). All refuse collected for disposal by the Contractor shall be hauled to a legally authorized and licensed disposal site

(landfill). Contractor shall pay all disposal site (landfill) fees for refuse (solid waste) hauled and disposed by the Contractor.

- 4.09 Notification - The Contractor shall initially notify all Producers about complaint procedures, rates, regulation, and day(s) for scheduled Refuse collection. Later "notification" will be made by City and/or Contractor via local newspaper and utility bill.
- 4.10 Point of Contact - Contact regarding legal issues between the Parties shall be expressly between the Contractor and the City Manager or his designee.
- 4.11 Vehicle and Property Condition - The Contractor must keep all vehicles and equipment utilized in the performance of its duties under this Contract in proper operating condition. Contractor will make every reasonable effort to assure that the equipment is properly maintained to prevent any fluid leaks from the truck containers or equipment.
- 4.12 City Service - The Contractor shall provide commercial solid waste collection services to all City buildings and City facilities, including parks, (excluding the transfer station) at no cost to the City (Schedule B).

5.00 COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable State and Federal regulations, including municipal ordinances.

6.00 EFFECTIVE DATE

This Contract shall be effective upon the execution of the Contract and performance of such Contract shall begin on January 1, 2016.

7.00 NON-DISCRIMINATION

The Contractor shall not discriminate against any person because of race, gender, age, creed, national origin, or physically challenged condition.

8.00 INDEMNITY

It is expressly understood and agreed that to the extent allowed by Texas law, the contractor shall indemnify, defend, and hold harmless the city and its officers, servants and employees, individually or collectively (referred to herein as the "indemnities"), from all suits, actions, losses, damages, demands, judgments, claims, or liability of any character, type or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and reasonable attorney's fees for injury or death to any person, or loss or damage to any property, received or sustained by any person, or persons, or property (referred to herein as the "losses"), to the extent arising out of, or occasioned by, negligent actions or omissions of the contractor, in the execution of performance of this contract.

To the extent allowed by Texas law, contractor's subcontractors, if any, shall be contractually bound in the agreement between the contractor and its subcontractors to indemnify and hold harmless the indemnities from the losses described above to the

extent arising out of, or occasioned by, the negligent actions or omissions of the subcontractor, or its subtler subcontractors, sub-consultants, agents, employees or invitees of any of them, in the execution of the performance of the subcontract between contractor and subcontractor.

The foregoing obligations of contractor and any of its subcontractors are conditioned upon (a) contractor, or, if applicable, subcontractor being given control of the defense of any claim and all negotiations relative to the settlement thereof, and (b) city, or the relevant indemnitee, promptly informing the contractor or subcontractor in writing of any claim with respect to which contractor and/or its subcontractor(s) assume(s) responsibility hereunder, and (c) to the extent that contractor and/or its subcontractor(s) are obligated to indemnify an indemnitee pursuant to this paragraph. The contractor and/or its subcontractor(s) shall, upon provision of such indemnity, be subrogated to all rights of indemnitee(s) with respect to such loss.

It is further expressly understood and agreed by the parties that for any losses arising out of, or occasioned by, any negligent actions or omissions of contractor and/or subcontractor(s) in combination with any negligent actions or omissions of one or more of the indemnitees, then to the extent contractor and/or subcontractor(s) would otherwise be liable under Texas law, contractor shall be liable for only that portion of the losses attributable to the negligence of contractor and, subcontractor(s) shall be liable for only that portion of the losses attributable to the negligence of subcontractor(s), as agreed to by the parties. However, it is further mutually understood and acknowledged by the parties that the above indemnification provided by the contractor and its subcontractors, to the indemnitees, shall not apply at all to situation arising solely out of the negligent acts or omissions of the indemnitees.

9.00 LICENSES AND TAXES

The Contractor shall obtain and maintain current, all licenses and permits (other than the City license and permit granted by the Contract) and promptly pay all taxes required by the City. The City itself is a tax exempt public municipal corporation.

10.00 TERM

The term of this Contract shall begin on the Effective Date through December 31, 2020. The term of this Contract shall be automatically extended at the end of the initial term and any renewal term for an additional one (1) calendar year term, unless either party gives the other party written notice of termination at least one-hundred eighty (180) days prior to the end of the term or any subsequent annual calendar year renewal.

11.00 INSURANCE AND CORPORATE SURETY BOND

11.01 Insurance - The Contractor shall at all times during the Contract maintain in full force and effect Commercial General Liability, Worker's Compensation, Employer's Liability, Comprehensive Auto Liability, and Property Damage Insurance. All insurance shall be maintained with insurers licensed and approved to conduct an insurance business in the State of Texas. Before commencement of work hereunder, the Contractor agrees to furnish the City Certificates of Insurance or other evidence satisfactory to the City to the effect that such insurance has been

procured from reputable underwriters and is in force. For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000.00
<u>Commercial General Liability</u>	
Bodily Injury Liability	\$1,000,000.00 each occurrence
(Except Automobile)	\$2,000,000.00 aggregate
Property Damage Liability	
(Except Automobile)	\$1,000,000.00 each occurrence
Comprehensive Business	
Automobile Liability	\$1,000,000.00 each person
Bodily Injury Liability	\$1,000,000.00 each occurrence
Business Auto Property	\$1,000,000.00 each occurrence
Damage Liability	\$1,000,000.00 each occurrence
Personal and Advertising Injury	\$1,000,000.00 each occurrence
Excess Umbrella Liability Policy	\$10,000,000.00 each occurrence

*The coverages will be provided by ACI Recycling and Disposal, Inc.

The City, its officers, servants, and employees shall be named as additional insureds during the initial term and any renewals. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice shall be given to the City of Pearsall certificate holder."

- 11.02 Corporate Surety Bond - Contractor must provide to the City an annual corporate surety bond in the amount of \$100,000.00 no later than thirty (30) days after the effective date of this Contract. This Bond will guarantee

completion of the Contract in the event of a Contractor default and be underwritten by a Surety company legally authorized by the State Board of Insurance to transact business in the State of Texas.

12.00 BASIS AND METHOD OF PAYMENT

12.01 Rates

- 1) The fees provided by the Contractor will establish pricing until December 31, 2016. The separate fees charged by the City to its residents and commercial customers will be at the discretion of the City. The refuse collection charges provided in Schedule A shall include all collection, disposal, semi-annual bulky waste pickup, semi-monthly brush pickup, and related costs.
- 2) The roll off collection charges provided in Schedule A shall include delivery collection, disposal and related costs.

12.02 Modification to Rate Schedule

- 1) Regularly scheduled garbage collection sufficient to avoid unhealthy or unsightly accumulation shall be provided to City facilities, including parks, free of charge (see Schedule B).
- 2) Rates to be paid to the Contractor by the City shall be those in Schedule A attached hereto.
- 3) Appropriate sales taxes will be added to the listed rates. The entity collecting the money will have the responsibility for remitting and reporting sales taxes to the State.
- 4) The scheduled rates on Schedule A will remain in effect until December 31, 2016. Thereafter, for any year of this Contract, a cost of living adjustment increase will be effective as follows:

The fees which may be charged by the Contractor for subsequent years after the initial one-year term Contract shall be adjusted upward to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index for All Urban Consumers (CPI-U Unadjusted); All U.S. City Average, All Items, as published by the U.S. Department of Labor Bureau of Labor Statistics. The Monthly Customer Service charge shall be subject to an annual adjustment proportionate to any increases in the "CPI-U" (as stated above). Said increase each new Contract Year, beginning on January 1, is calculated by the yearly average CPI-U (Unadjusted) for the previous twelve (12) months as reported by the U.S. Department of Labor Bureau of Labor Statistics in October prior to the new Contract Year. Such yearly increases shall be limited to a minimum increase of two (2) percent per year and a maximum increase of five (5) percent per year.

- 5) Contract Year - See definition.

- 6) Temporary "pass-through" charge - In the event of an extremely unusual and unforeseeable increase in the cost of operations as a result of revised laws, ordinances, regulations, or other similar reasons, Contractor may request to "pass-through" such increase in cost with a 60-day written notice to the City.

"Extremely unusual and unforeseeable" shall mean an increase in the cost of operations which is reasonably expected to continue for a period exceeding 90 days, which was not foreseeable at the time of execution of this Contract, and which is not due to the fault or caused by Contractor, its agents, employees, affiliates, or a customer of Contractor under this Contract. The phrase shall not include ordinary business costs, an error or miscalculation by Contractor in submitting its proposal for services, or an increase in a factor taken into consideration by the Consumer Price Index adjustment allowed by this Contract.

If a "pass-through" of an extremely unusual and unforeseeable increase in the cost of operations is allowed under this section, the City shall have the right to disallow such "pass-through" only upon cessation of the event which caused the extremely unusual and unforeseeable increase in the cost of operations.

- 7) Fuel Surcharge - In the event the monthly average cost per gallon of fuel exceeds \$3.00 for sixty (60) consecutive days in Bexar County; contractor may charge City additional fuel costs as a direct pass through charge. Contractor shall cease this "pass-through" charge after the monthly average cost per gallon in Bexar County falls below \$4.00 for sixty (60) consecutive days. The additional charges will not result in a higher profit margin for the contractor than the prices originally bid. Contractor agrees to furnish documentation as required by the City to show increment change in fuel costs.
- 8) Termination of Contract - During the term of this Contract, the City may terminate this Contract for convenience by giving ten (10) days advance notice in writing, if the Contractor should increase rates as outlined above in 12.02 (6) without the written consent of the City. The parties may agree to also terminate this Contract in a writing signed all parties hereto.

12.03 City to Act as Biller and Collector - The City shall submit monthly statements to and collect from all Residential and Commercial customers that it otherwise contracts with for other City services, for services provided by the Contractor pursuant to Section 3.00, including those accounts that are delinquent.

12.04 Delinquent and Closed Accounts - The Contractor shall discontinue refuse collection service at any residential or commercial customer as set forth in any written notice sent to it by the City. Upon further written notification by the

City, the Contractor shall resume refuse collection on the next regularly scheduled collection day. City and Contractor will develop and implement a redundant reporting and records system that minimizes potential errors in collection service terminations and restarts.

- 12.05 Contractor Billing to City - The Contractor shall aggregately bill the City for services rendered to Residential and Commercial customers within ten (10) working days following the end of the month in which services were rendered, and the City shall pay the Contractor on or before the 25th day following the end of said service month. Such billing and payment shall be based on the rates and schedules set forth in the Contract Documents. Interest on past due amounts will accrue at the rate of 8% per annum beginning after sixty (60) days.

The Contractor shall be entitled to payment for services rendered to Residential and Commercial Customers irrespective of whether or not the City collects from the customer for such services, provided, however, in the event that services are required by law to be provided, and for which services the Contractor or the City cannot charge or collect, as in Bankruptcy proceedings, then the Contractor shall not be entitled to payment by City for such services rendered.

If the City becomes more than sixty (60) days delinquent in making full payment to the Contractor for undisputed services rendered, Contractor will notify City in writing and request an immediate full payment with interest, with an additional 5% of the outstanding balance due as an administrative fee.

- 12.06 Contractor Fee Paid To City - The Contractor will collect directly from customers under this Contract fees described in Section 12.01 (2) and Roll-off services described in 3.07. In each of these instances, the Contractor shall pay the City a fee equivalent to fifteen percent (15%) of the amount that Contractor received for the services rendered in these operations. The fee, based on these accountings, shall be paid quarterly to the City on January 1, April 1, July 1, and October 1, of each year during the term of this Contract.

- 12.07 Rate Schedule - see ATTACHMENT A, as may be amended and included herein by this reference.

- 12.08 Donations and Contributions - Contractor shall donate \$5,000.00 annually to charitable organizations, City programs, and/or City events. All contributions shall be made jointly and in conjunction with City.

- 12.09 TDS Previous Balance - Contractor paid Texas Disposal Systems \$139,000 to retire the City of Pearsall's delinquent account with previous Contractor.

-  12.10 Transfer Station - City will provide a transfer station location at no charge for the term of this Agreement, which will be sufficient for ACI to conduct office and service operations in accordance with the terms and conditions of this Agreement.

- 12.11 Community-Wide Cleanup Programs – City will assist in two (2) community-wide cleanup programs annually by providing a front-end loader, an operator, and a staff person to observe and document the cleanup effort.

13.00 TRANSFERABILITY OF CONTRACT

No Assignment of the Contract or any right occurring under this Contract shall be made in whole or in part by the Contractor without the express written consent of the City. Such consent shall not be unreasonably withheld.

14.00 RIGHTS OF CONTRACTOR

The City, during the term of this Contract, shall not enter into any contract with a third party to obtain the services performed by the Contractor under this Contract and shall not suffer or permit any other party to provide similar service within the City, including those customers outside the City limits receiving City services. The City shall legally restrain, fine, or otherwise pursue available legal remedies against any other service provider who attempts to provide similar collection services in the City limits.

15.00 OWNERSHIP

Title ownership to acceptable Garbage, Refuse and Dead Animals shall pass to the Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Container, or removed by Contractor from the Customer's premises, whichever last occurs.

16.00 EXCLUSIONS

This Contract shall not cover unacceptable waste, hazardous, toxic or radioactive wastes or substances as currently defined herein or in the future defined as such by applicable Federal, State or Local laws or regulations. Contractor may separately agree, but shall not be required pursuant to this Contract, to haul human waste (except sludge at sewer plant, which shall be required), hazardous waste, auto parts, rocks, concrete, sand, gravel, or dirt. The Contractor will be privately responsible for billing and collecting for these services.

17.00 SUBCONTRACTORS

Use of Subcontractors by the Contractor or subsidiaries or affiliates of the Contractor for technical or professional services shall not be considered an assignment of this Contract; provided that in any such event the Contractor shall be and remains responsible for all services and performance provided under this Contract. Any Contractor attempt to retain an independent contractor to provide for any or all services required under this Contract must be first reviewed and approved or denied by City Council.

18.00 RIGHTS OF THE CITY

- 1) If the Contractor fails to meet the Performance Standards as outlined in the Contract, or otherwise is suspected of Contract breach, the City shall provide written notice to the Contractor by certified letter outlining each deficiency and setting up a public hearing to discuss the issues in front of the City Council. At the hearing, the City Council will advise the Contractor of each deficiency and place the Contractor on notice that it has a 30-day cure period to correct these issues in the

future. The Contractor shall pursue this 30-day cure period to correct each deficiency. At the expiration of the cure period, a second public hearing shall be held. If the Contractor has corrected issues during the 30-day cure period, no action will be taken against the Contractor. In the event the City Council finds, after the cure period, that Contractor has breached this Contract, or is not meeting the Performance Standards, the City Council may place the Contractor on some form of probation or terminate this Contract for cause.

- 2) The City Council shall be separately entitled to establish the amounts to be billed by the City to Customer for the services to be provided pursuant to this Contract, to include, but not limited to, the Contract fees and charges payable by City to the Contractor.
- 3) This Contract shall not be construed or be interpreted as the City having waived any regulatory or police powers.

19.00 FORCE MAJEURE

The Contractor shall not be liable for the failure to perform its obligations hereunder if such failure is caused by a catastrophe, riot, war, government order or regulation, strike, fire, accident, or Act of God, or similar contingency beyond the reasonable control of the Contractor. Contractor shall make reasonable efforts to mitigate the impacts of the Force Majeure.

20.00 SEVERABILITY

In the event that any provision or portion of the Contract Documents shall be found to be invalid or unenforceable, then the Parties agree that such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of the Contract Documents shall not affect the validity or enforceability of any other provision/portion thereof within the Contract Documents.

21.00 GOOD FAITH DEALINGS

The Parties undertake to act in good faith in relation to the performance and implementation of this Contract and to take such other reasonable measures as may be necessary for the realization of its purposes and objectives. Each Party agrees that it will not initiate a dispute against another Party unless the Party raising the dispute in good faith believes its position is legitimate. The Parties agree to attempt to resolve all disputes arising hereunder promptly, equitably, and in a good faith manner in accordance with the dispute resolution provisions included herein. The Parties further agree to provide each other with reasonable access during normal business hours to any and all non-privileged records, information, and data pertaining to any such dispute.

22.00 REMEDIES

- 1) Upon the violation or breach by Contractor or the City of any of the terms, provisions, covenants, representations, or warranties of this Contract, the other

Party may pursue any available remedy, at law or in equity, including but not limited to mandamus and specific performance.

- 2) The pursuit by either Contractor or the City of any remedy available under this Contract shall not constitute an election or waiver of any other remedy available to that Party, at equity or in law, by reason of violation or breach of any of the terms, provisions, covenants, representations, or warranties of this Contract. No waiver of any violation or breach shall be deemed or construed to constitute a waiver of any other violation or breach, and forbearance to enforce one or more of the remedies available for a violation or breach shall not be deemed to constitute a waiver of that or any other violation or breach.

23.00 MEDIATION

If a dispute arises out of or relates to this Contract or the breach thereof, the Parties shall first in good faith seek to resolve the dispute through negotiation between the upper management of each respective Party. If such dispute cannot be settled through negotiation, the Parties agree to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association, Dallas, Texas, before resorting to arbitration, litigation, or some other dispute resolution procedure; provided that a Party may not invoke mediation unless it has provided the other Party with written notice of the dispute and has attempted in good faith to resolve such dispute through negotiation. Notwithstanding the foregoing, any Party may seek immediate equitable relief, without attempting to settle a dispute through mediation, in any case where such Party is entitled to equitable relief by law, the terms of this Contract, or otherwise.

24.00 RELATIONSHIP OF THE PARTIES

This Contract shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties, or to impose any partnership obligation or liability upon the Parties. Neither of the Parties shall have any right, power, or authority to enter into any Contract or undertaking for, act on behalf of, or act as or be an agent or representative of, or otherwise bind the other Party.

25.00 VENUE

Venue for any state litigation associated with this Contract shall be in a court of competent jurisdiction in Bexar County, Texas. Venue for any federal jurisdiction questions shall initially be in San Antonio, Texas.

26.00 FINAL AGREEMENT; MODIFICATION; JOINT EFFORTS

This Contract incorporates all of the agreements, covenants, representations and warranties made by, to and between the parties and there are no oral, prior or contemporaneous agreements, all such agreements, covenants, representations and warranties are incorporated into this Contract. Except as otherwise stated herein, all parties disclaim any and all express and implied warranties and representations. There are no oral agreements between the parties. This Contract shall not be modified or changed except in a written modification instrument signed by all parties hereto. This Contract is the result of the joint drafting efforts of the parties hereto and it shall not be construed against any one party due to drafting.

**SOLID WASTE CONTRACT
CITY OF PEARSALL AND
ACI
RATE SCHEDULE FOR
2015-2016**

<u>Contract Period</u>	<u>Frequency of Collection</u>	<u>Gross ACI Base Rates</u>
		(To ACI)
<u>Cart Service - Residential</u>		
Residential Inside City	1X	\$ 17.82
Residential Outside City	1X	\$ 27.74
Extra Cart	N/A	\$ 8.69
Standby	N/A	\$ 6.43
<u>Cart Service - Commercial</u>		
Commercial Inside City	1X	\$ 30.32
Commercial Outside City	1X	\$ 37.21
Extra Cart	N/A	\$ 13.67
Standby	N/A	\$ 6.43
<u>Commercial Containers</u>		
<u>Size</u>		
2 Cubic Yard	1X	\$ 95.40
3 Cubic Yard	2X	\$ 168.08
3 Cubic Yard	1X	\$ 102.78
3 Cubic Yard	2X	\$ 193.77
4 Cubic Yard	1X	\$ 126.33
4 Cubic Yard	2X	\$ 219.46
6 Cubic Yard	1X	\$ 156.30
6 Cubic Yard	2X	\$ 274.06
8 Cubic Yard	1X	\$ 216.26
8 Cubic Yard	2X	\$ 327.59
8 Cubic Yard	3X	\$ 437.87
<u>Extra Pickups</u>		
2 Cubic Yard		\$ 53.53
3 & 4 Cubic Yard		\$ 53.53
6 Cubic Yard		\$ 64.24
8 Cubic Yard		\$ 80.29
<u>Roll-off</u>		
20 Cubic Yard		\$ 802.93
30 Cubic Yard		\$ 883.22
40 Cubic Yard		\$ 936.75
Container Delivery		\$ 0
Container Rental		\$ 3.21/Day After 15 Days
Overweight Charge (over seven (7) tons)		\$ 32.12/Ton
20 Cubic Yard Rental		\$ 797.58 \$3.21/Day After 15 Days

PCD#157552v3; 3844/4

SCHEDULE B

"No Charge" Container Requirements for City Facilities

Location and/or Department

Centennial City Park

Moreno City Park

Patino City Park

Pearsall Neighborhood Center

City Service Center

Fire Stations

City Hall

City Library

City Wastewater Treatment Plant

Animal Control Facility

Sports Complex

Police Station

***Contractor and City agree to review and update this list annually.**

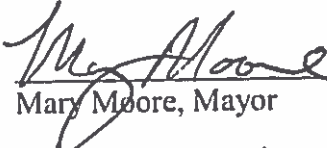
96 Gallon Carts and Front Load Containers only

IN WITNESS WHEREOF, we, the contracting Parties, by our fully and legally authorized officers or agents, hereto affix our signatures and seals in Frio County, Texas, as of the dates listed below:

ATTESTED HEREUNTO:

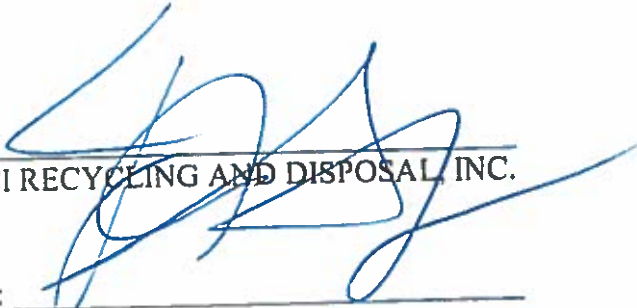
CITY OF PEARSALL
Frio County, of the State of Texas

SEAL of the City of Pearsall
in Frio County,
of the State of Texas;

By: 
Mary Moore, Mayor
Date: 09/08/2015

Approved as to Form and Content:


Sylvia Rodriguez, City Attorney
ATTESTED HEREUNTO:


ACI RECYCLING AND DISPOSAL, INC.
By: J. Alex Salas - President/CEO
Date: 07/24/2015

(CITY OF PEARSALL)

STATE OF TEXAS §

COUNTY OF FRIO §

BEFORE ME, Krystal Garcia (notary's name) on this day personally appeared Mary Moore, Mayor, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity stated, as the act of the municipal corporation, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL of office this 5th day of September, A.D., 2015.



Krystal Garcia
Notary Public in and for the State of Texas

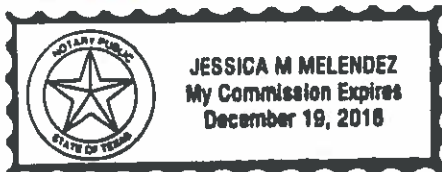
(CONTRACTOR)

STATE OF TEXAS §

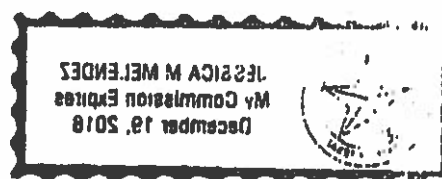
COUNTY OF BEXAR §

BEFORE ME, Jessica Melendez (notary's name) on this day personally appeared J. Alex Salas (person's name) known to me (or proved to me on the oath of _____ or through TX DL [description of identity card or other document]) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity stated, as the act of the Corporation, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL of office this 24th day of July, A.D., 2015.



Jessica Melendez
Notary Public in and for the State of Texas



ORDINANCE NO.

2017-10-05

AN ORDINANCE TO REPEAL AND REPLACE PRIOR ORDINANCES ESTABLISHING REGULATIONS AND RATES TO BE CHARGED FOR DISPOSING OF REFUSE AND/OR BRUSH AT THE CITY OF PEARSALL TRANSFER STATION; PROVIDING FOR OPEN MEETINGS ACT COMPLIANCE; PROVIDING FOR SEVERABILITY AND OTHER LEGAL RIGHTS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR PUBLICATION; PROVIDING AN EFFECTIVE DATE, AND PROMOTING THE SAFETY, AND GENERAL WELFARE OF THE COMMUNITY.

WHEREAS, the City Council of the City of Pearsall, Texas has previously determined that it was in the best interest of the citizens of Pearsall and would promote the health, safety and general welfare of the inhabitants of the City and its extra territorial boundaries to contract for the collection, removal, and disposal of solid waste inside the city limits and its extraterritorial jurisdiction; and

WHEREAS, the City Council desires to amend certain rates to be charged for disposing of refuse and/or brush at the City of Pearsall transfer station provided in the attached Exhibit "A" and incorporated herein as if fully set forth and incorporated herein for all purposes.

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

Section 1. The rates contained in Exhibit "A" to this ordinance are referenced herein as fully as if set forth verbatim in this ordinance and are hereby amended, adopted and approved.

Section 2. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the TEXAS OPEN MEETINGS ACT, TEXAS GOVERNMENT CODE, Chapter 551.

Section 3. Should any section, clause, subsection, sentence, 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 Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause and/or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and/or phrases be declared unconstitutional or invalid.

Section 4. All ordinances or parts of ordinances not consistent or conflicting with the provisions of this ordinance are hereby repealed; provided that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered in this ordinance. Any cause of action accruing prior to the passage of this ordinance shall continue as if this ordinance was not passed.

Section 5. The City Clerk is hereby directed to publish in the official newspaper of the City, the

caption, publication clause and effective date clause of this ordinance in the official newspaper of the City, in accordance with the city charter and Section 52.011 of the TEXAS LOCAL GOVERNMENT CODE.

Section 6. This ordinance shall become effective upon passage and publication as required.

PASSED, APPROVED and ADOPTED this 10th day of October, 2017.



Mary Moore, Mayor

ATTEST:



Krystal Gaccia
City Clerk

EXHIBIT "A"
CITY OF PEARSALL
TRANSFER STATION
FEE SCHEDULE

Effective October 11, 2017

A FOR DUMPSTER DISPOSAL

	Type of Waste	Unit of Measure	Inside City Limits	Outside City Limits
1	Construction Site Material	Per yard	\$25.00	\$45.00
2	Roofing Material	Per yard	\$20.00	\$40.00
3	Loose Trash	Per yard	\$16.00	\$28.00
4	30 gal. Trash Bag	Each	\$1.00	\$5.00
5	55 gal. Trash Bag	Each	\$2.00	\$10.00
6	30 gal. Trash Can	Each	\$3.00	\$7.50
7	55 gal. Trash Can	Each	\$4.00	\$15.00
8	White Goods (Refrigerators, Stoves, AC Units, ect.)	Each	\$10.00	\$55.00

B BRUSH FEES DURING REGULAR OPERATIONS

- 1 **FOR RESIDENTIAL CUSTOMERS SHOWING VALID I. D. AND CURRENT UTILITY BILL**
 (a) No charge.
- 2 **FOR COMMERCIAL CUSTOMERS SHOWING VALID I. D. AND CURRENT UTILITY BILL**
 (a) Two (2) loads of brush (maximum 16' trailers) per month there will be no charge.
 (b) Additional loads during a month will be charged at \$10.00 per load (maximum 16' trailers).
 (c) Loads larger than 16' trailers, but smaller than 18 Wheelers will be charged at \$20.00 per load.
- 3 **FOR RESIDENTIAL CITIZENS NOT SHOWING VALID I. D. AND CURRENT UTILITY BILL**
 (a) The charge for a load of brush (maximum 16' trailers) will be \$25.00. Maximum loads per day will be three (3).
- 4 **FOR COMMERCIAL OPERATORS NOT SHOWING VALID I. D. & CURRENT UTILITY BILL**
 (a) The charge for a load of brush (maximum 16' trailers) will be \$25.00. Maximum loads per day will be three (3).
 (b) The charge for a load of brush larger than 16' trailers, but smaller than 18 Wheelers will be \$35.00. Maximum loads per day will be three (3).
 (c) The charge for a 18 Wheeler load of brush will be \$100.00. Maximum loads per day will be two (2).

C BRUSH FEES DURING DESIGNATED CITY CLEAN-UP PERIODS

- (a) Free brush disposal will be allowed for regular size pickup loads and/or one trailer up to 16' per household during designated City cleanup period.
- (b) Currently our Garbage Contractor will have two (2) clean-ups per year for bulk waste. There will be one in the spring and the second one in the fall. Bulk waste will be limited to 4 cubic yards. Bulk waste must be placed at curb side. Clean- up is for residential customers only.
- (c) The City's Garbage Contractor will pick-up brush at curbside every 1st and 3rd Thursday of every month. Must be in piles of no longer than 4 ft. no wider than 3 ft. and no higher than 3ft. Must call office before 4:30 pm the Tuesday before to be placed on list.

D TRANSFER STATION HOURS OF OPERATIONS

Every Tuesday thru Friday (except for holidays)

Saturday
10:00 a.m. to 2:00 p.m.