

CITY COUNCIL AGENDA

A Regular Meeting of the City Council of the City of Pearsall, Texas will be held on Tuesday, May 12, 2020 at 7:00 PM at the Pearsall City Hall, 215 S. Ash Street, Pearsall, Texas.

Please click the link below to join the webinar:
<https://us02web.zoom.us/j/89839775296>

Or iPhone one-tap :

US: +13462487799,,89839775296# or +12532158782,,89839775296#

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Webinar ID: 898 3977 5296

International numbers available: <https://us02web.zoom.us/j/89839775296>

COUNCIL MEMBERS

Mary Moore, Mayor

Julian Hernandez, Mayor Pro Tem

Richard Gandara, Council Member

Sonia Hernandez, Council Member

Brenda Treviño, Council Member

Abel Nieto, Council Member

Roland Segovia, Council Member

Davina Rodriguez, Council Member

1. Call To Order
2. Roll Call and Announcement of a Quorum
3. Invocation and Pledge of Allegiance
4. Citizens to Be Heard
5. New Business
 - A. Discuss and consider authorizing the City Manager to award and negotiate professional services agreements for on-call engineering and surveying services. - **Action Item**
 - B. Discuss and Consider Ordinance No. 2020-05-01 adopting the City of Pearsall Purchasing Policy. - **Action Item**
 - C. Discuss the TxCDBG Downtown Revitalization Program (DRP) as administered by the Texas Department of Agriculture.
 - D. Discuss and authorize procurement of professional services and engineering services for the 2020 Downtown Revitalization Program application preparation and implementation. - **Action Item**
 - E. Discuss the TxCDBG Planning and Capacity Building Fund as administered by the Texas Department of Agriculture.

- F. Discuss and Consider authorization to issue requests for proposals (RFP) for planning services for the development of a comprehensive plan related to the TxCDBG Planning and Capacity Building Fund administered by the Texas Department of Agriculture. - **Action Item**
- G. Discuss and Consider authorizing the city manager to execute change order #4 for the city hall annex building. - **Action Item**
- H. Discuss and Consider the purchase of furniture for the new City Hall building. - **Action Item**
- I. Discuss and consider authorizing the City Manager to purchase desktops, monitors, and accessories from CDW-G. - **Action Item**
- J. Discuss and Consider opening of City facilities. - **Action Item**
- K. Discuss Capital Improvement Projects for FY 2020-2021 and Beyond.
- L. Discuss Budget Calendar and Significant Dates for Fiscal Year 2020-2021 and Beyond.

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

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

- A. Discuss renegotiating the contract for solid waste and collection and disposal service with Republic Services.
- B. Update regarding South Texas Coop, Inc. vs Frio CAD Cause No. 18-09-00349CVF.

7. Open Session

- A. 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**
- B. Discussion and Consideration regarding South Texas Coop, Inc. vs Frio CAD Cause No. 18-09-00349CVF. - **Action Item**

8. Staff Report

9. Review of Bills Paid

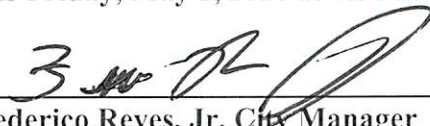
- A. April 2020 Bills

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

11. General Announcements

12. Adjournment

Posted for Public Inspection on this Friday, May 8, 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 May 8, 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 Council Agenda

Approved for Agenda:
FR
City Manager's Office

MEETING DATE: 05/12/20

TO: City Council

FROM: Federico Reyes, City Manager

SUBJECT: Discuss and consider authorizing the City Manager to award and negotiate professional services agreements for on-call engineering and surveying services

Purpose:

The city council authorized the City Manager to advertise a request for qualifications for professional services for up to three (3) firms to assist the city with professional engineering and surveying on an as-needed basis. Based on the solicitation issued last month, the city received seventeen (17) responses. City staff established a short list of six firms after reviewing each response. A score sheet was completed for the short list of firms. After a thorough review of the responses and reference checks, city staff recommends selecting CDM Smith Engineering and YPR Engineering and entering into an agreement with each firm to provide these services.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

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

Discussion:

None at this time

**Request for Qualifications for Engineering Services and Surveying
Services**

Submitted to:



**City of
PEARSALL**
"OUR NEW HORIZON"

**Ms. Krystal Garcia, City Secretary
City of Pearsall
215 South Ash
Pearsall, TX 78061**

Submitted: Monday 2:00 p.m., on May 4, 2020

Submitted by:

Leonard D. Young, P.E.



YOUNG PROFESSIONAL RESOURCES

**Firm No. F-8635
8209 Roughrider Dr. Suite 101
Windcrest, Texas 78239
Tele: 210-590-9215 or 210-373-3204 Fax: 210-590-9346**

Teaming Partner



OPEN RANGE FIELD SERVICES



YOUNG PROFESSIONAL RESOURCES

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

May 04, 2020

RE: Request for Qualifications for Engineering Services and Surveying Services

Dear Sir:

Young Professional Resources (YPR) has carefully reviewed the referenced RFQ and is pleased to submit to City of Pearsall our Statement of Qualifications (SOQ) for providing the engineering services as outlined in the referenced RFQ.

Young Professional Resources (YPR) is a planning, management and engineering consulting firm founded by Leonard D. Young, P.E. fifteen (15) years ago in Windcrest Texas. Mr. Young has over 35 years of experience as an engineer and has served the chief technical executive on large and complex projects. As the Firm Principal, Mr. Young is the person with the responsibility and authority to make corporate and executive level decisions for the firm and for the Team on this project.

In response to this RFQ, Young Professional Resources is Teaming with Open Range Field Services (ORFS) to provide surveying support. ORFS was established in 2014 is a full-service surveying and mapping company specializing in providing responsive and innovative geospatial data solutions. The firm currently employs over 50 people. YPR has an excellent business and professional relationship with ORFS and has utilized their services on over 50 design and construction projects over the past 3 years for its municipal clients.

Our understanding of the RFQ is that the City of Pearsall is seeking an Engineering firm with demonstrated diverse experiences and diverse expertise in providing Engineering and Surveying services to municipalities and public entities. Our experience and expertise will be discussed in greater detail in our SOQ.

There are several qualifications that the City of Pearsall identified in RFQ that were important, therefore we want to quickly summarize how we meet those qualifications.

❖ A professional with a minimum of five (5) years experience in the development, management and oversight.

Mr. Leonard D. Young, P.E., Young Professional Resources has more than 35 years of total experience in the planning, design and construction of water, sewer, street and drainage systems. Mr. Young has designed, constructed, planned or managed over \$4 billion worth of governmental agency projects, many of which won awards. For 14 years he held Senior Executive leadership positions the San Antonio Water System serving as Interim President/Chief CEO, Chief Operating Officer, Senior Vice-President, Vice-President of Engineering and Director Wastewater Maintenance and Construction. Additionally, for 12 years he held key leadership positions with the City of San Antonio to include Asst. Street Drainage Manager, Operations Analyst and Asst. Building Maintenance Manager.

Mr. Jaime Noriega, P.E., Young Professional Resources has over 19 years of experience as an Engineer and has developed expertise in the planning and design of municipal streets, drainage and public utilities. He brings expertise in private residential and commercial subdivision development. Mr. Noriega has served as Assistant Project Manager and Project Engineer and Project Manager and his responsibilities budgeting, scheduling, extensive client interaction, production, documentation, and quality control on assigned projects.



YOUNG PROFESSIONAL RESOURCES

Mr. W. Andrew McLaughlin, RPLS, Open Range Field Services has 22 years of land surveying experience with an emphasis on Transportation and Public Works Projects. His expertise is in boundary/ title/ esement surveys; urban and rural utility projects; project management; mapping and coordinate systems.

- ❖ Demonstrated familiarity with the function of municipal government engineering and/or surveying projects, standards, codes, and policies;

Having experiences working in public agencies and as a consultant to public agencies we have gained extensive experience in the planning, design, project management and construction of public infrastructure. This positions us very well to provide the City of Pearsall with the expertise required to execute successful projects and programs. Our broad and diverse experiences and understanding of the issues surrounding public infrastructure management, planning, design and construction makes us uniquely qualified for this project

Having experience serving in the public sector in management and executive leadership positions gives us understanding of the public, political, financial and operational issues that arise when planning, designing and management of public infrastructure mangement

One of our key attributes is that we can communicate the most complex and the most technical issues to the public, elected officials and leadership teams in a manner that is easily understood.

- ❖ 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;

Young Professional Resources (YPR) has provided its services to many public agencies including: City of Converse, City of Windcrest, City of Shavano Park, City of Cuero, City of Helotes, City of Leon Valley, City of Cotulla, Bexar County Water Control Improvement District # 10, San Antonio Water System, Helotes Economic Development Corporation, San Antonio Housing Authority, City of San Antonio, City of Windcrest, Bexar County, Cuero Housing Authority, Brooks Development Authority, San Antonio Independent School District, North East Independent School District and the University of Texas at San Antonio.

- ❖ Availability of key personnel and ability to commit their time throughout the life of a project;

Young Professional Resources and Open Range Field Services have the resources available to commit to this project to ensure responsiveness; that we the deliver the highest level of services; and that projects can be delivered the project "on-time" and "under budget.

I am the principal contact person for this agreement and may be contacted on my cell phone at 210-373-3204, office 210-590-9215 or by email at lyoung@yprconsulting.com.

Thank you for the invitation to propose for this project and we look forward to the opportunity to continue serve the City of Pearsall Please feel free to contact me regarding our SOQ.

Respectfully,

Leonard D. Young, P.E.
President Young Professional Resources

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OVERVIEW OF THE FIRMS

YOUNG PROFESSIONAL RESOURCES PROFILE

Young Professional Resources (YPR) is a planning, management and engineering consulting firm providing independent management and technical services to individuals, public entities and private sector clients dealing with today's complex and complicated infrastructure and management issues. Leonard D. Young, P.E. founded the firm fifteen (15) years ago in Windcrest Texas. Mr. Young has more than 35 years of total experience in the planning, design and construction of water, sewer, street and drainage systems. Mr. Young has designed, constructed, planned or managed over \$4 billion worth of governmental agency projects, many of which won awards. For 14 years he held Senior Executive leadership positions for the San Antonio Water System including serving as Interim President/Chief CEO, Chief Operating Officer, Senior Vice-President, Vice-President of Engineering and Director Wastewater Maintenance and Construction. Additionally, for 12 years he held key leadership positions with the City of San Antonio to include Asst. Street Drainage Manager, Operations Analyst and Asst. Building Maintenance Manager.

Services Offered by Firm

Young Professional Resources has the demonstrated expertise in the following services which it offers to current clients and others:

Project Management

- ❖ Schedule development and monitoring
- ❖ Management of CIP Program
- ❖ Project reporting
- ❖ Monthly status reporting
- ❖ Utility Coordination
- ❖ Cost estimating

Construction Management

- ❖ Construction contract development and project administration
- ❖ Change order management
- ❖ Onsite construction observation
- ❖ Constructability reviews
- ❖ Value Engineering analysis

Planning

- ❖ Project and Program budget development
- ❖ Feasibility studies
- ❖ Infrastructure Master Planning
- ❖ Water resource planning
- ❖ Traffic studies
- ❖ Drainage studies

- ❖ Hydraulic modeling of sewer, water and drainage systems

Regulatory Coordination

- ❖ Treatment Plant renewal applications
- ❖ Well Construction Permitting
- ❖ FEMA LOMR and CLOMR development

Project Design

- ❖ Design of water systems
- ❖ Design of drainage systems
- ❖ Design of sewer systems
- ❖ Design of roadway systems

Technical Support

- ❖ Provide technical information for grant applications
- ❖ Design criteria review and development
- ❖ Construction standards review and development
- ❖ Regulatory permitting and compliance reviews and application development

Operational Support

- ❖ Maintenance and Operations review and analysis
- ❖ Maintenance and Operations policy review and development
- ❖ Infrastructure Assessments

Municipal Engineering

- ❖ Plat Reviews
- ❖ Construction Plan Reviews

- ❖ Drainage and Stormwater Study Reviews
- ❖ Ordinance Reviews, Updates and Recommendations
- ❖ Civil designs to include water, sewer, streets, drainage and facilities.
- ❖ Impact fee development
- ❖ CIP development
- ❖ Grant preparation

Company Philosophy:

- ❖ **Client communication** is of the highest priority when providing services to a client.
- ❖ Our project will always be of the **highest quality** and meet or exceed industry standards.
- ❖ YPR will always strive to **reduce project costs** and delivers projects **"on time" and within budget**.
- ❖ **Diversity:** Young Professional Resources is not only certified as a SMBE firm but also **has a non-discrimination policy in hiring its employees and for contracting** with sub consultants.
- ❖ **Outsourcing Practices:** If there are qualified local firms in the area who can provide the above mentioned services, YPR will attempt to utilize their services as well.

Technology

YPR utilizes the most state of the art software to plan, design and track its projects. Our current software includes:

- ❖ The Autodesk products include AutoCAD Civil 3D 2019 Suite of products
- ❖ Bentley Microstation products include: 2018 MicroStation V8i and 2018 GeoPak Site
- ❖ Projects are tracked utilizing Microsoft Project software.

Staffing

Three (3) full-time Licensed Professional Engineers, one (1) Engineer in Training (EIT), one (1) Graduate Engineer, one (1) full time Construction Specialist and one (1) part time Construction Specialist.

Licenses

Young Professional Resources is a licensed firm of the State of Texas Board of Professional Engineers and is authorized to practice engineering in the state of Texas. YPR's registration number is F-8635.

SWMBE Certifications

Young Professional Resources is certified as an AABE, ESSBE, SBE, and MBE by South Central Texas Regional Certification Agency (Certificate number: 210020861) and by the State HUB Program (Certificate/VID number: 1203049670200).

Statement on litigations, terminations, claims, suspensions and convictions

- ❖ Young Professional Resources has not been involved in any litigation or arbitration based on its work; None of YPR's employees or its agents are involved in any litigation or arbitration.
- ❖ Young Professional Resources and its Staff have not been terminated (for cause or otherwise) from any work performed for the City of Pearsall or any other Federal, State or Local Government, or Private Entity.

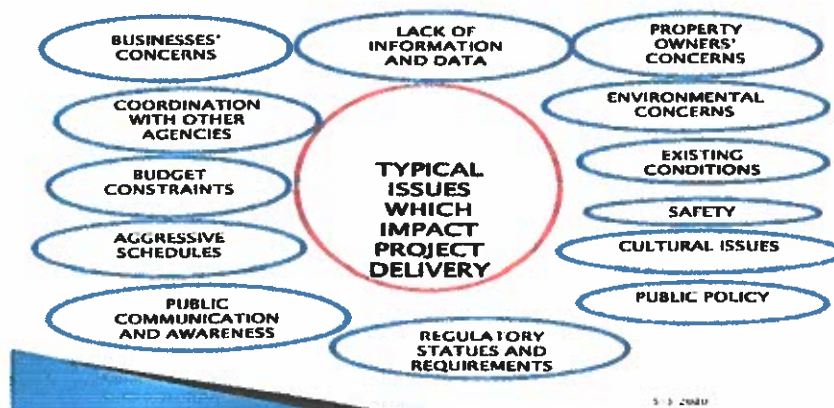
- ❖ Young Professional Resources and its Staff have not been involved in any claim or litigation with the City of Pearsall or any other Federal, State or Local Government, or Private Entity.
- ❖ Neither Young Professional Resources or its key Staff have been indicted or convicted of a felony or misdemeanor greater than a Class C.
- ❖ Neither YPR, its principal or its key staff have ever had any professional malpractices or error and omissions claims filed against them.
- ❖ Neither Young Professional Resources and its key Staff have been suspended (for cause or otherwise) from any work performed for the City of Pearsall or any other Federal, State or Local Government, or Private Entity.

Summary of Insurance Coverages

Young Professional Resources has the required general liability, automobile, workers compensation and errors/omission insurance in limits in excess of what is normally required.

- ❖ Young Professional Resources' **General Liability and Workers Compensation** insurance carrier is **The Hartford**.
 - ❖ General Liability \$1,000,000 each occurrence
 - Damage to rented premises \$300,000 each occurrence
 - Medical Expenses \$10,000 any one person
 - Personal and Adv Injury \$1,000,000
 - General Aggregate \$2,000,000
 - Products – Comp/OP Aggregate \$2,000,000
 - ❖ Automobile Liability combined single limit \$1,000,000 each accident
 - ❖ Workers Compensation and Employees' Liability \$1,000,000 each accident
 - Disease \$1,000,000 each employee
 - Disease Policy Limit \$1,000,000
- ❖ Young Professional Resources' **Professional Liability** insurance carrier is **RLI Insurance Company**.
 - ❖ Professional Liability \$1,000,000 Each Claim
 - Aggregate \$2,000,000
 - ❖ Error and Omissions: \$2,000,000

Guiding Principle of a Successful Project: All Concerns Must Be Considered and Must Be Addressed



FIRM'S EXPERIENCE

Demonstrated Experience

Young Professional Resources has demonstrated its competence and qualifications and ability to provide high quality services to public entities on a long term engagement as summarized in the following:

- ❖ Is currently the City Engineer for the City of Converse and has been in that role for the past 4 years.
- ❖ Is currently the City Engineer for the City of Windcrest and has been in that role for the past 8 years.
- ❖ Is currently the District Engineer for Bexar County Water Control and Improvements District #10 and has been in the role for the past 3 years.
- ❖ Currently has an IDQ engineering contract with the San Antonio Housing Authority
- ❖ Has held City Engineer engagement with three (3) other municipalities
- ❖ Has been the Agency Engineer for an Economic Development Corporation
- ❖ Has been the Engineer for three (3) IDIQ Design contracts the San Antonio Water System
- ❖ The firm and/or team members have experience in providing its services under several project delivery methods to include:
 - Design-Bid-Construct
 - Construction Manager At Risk
 - Design-Owner Construct
 - Design Build
- ❖ The firm has experience assisting in the securing grant funding from local, federal and state agencies.
- ❖ **Principal's knowledge and understanding** of the issues, policies, practices, procedures and the "day to day" operations of public agencies.
- ❖ The firm has a combined 130 years of design and construction experience.
- ❖ The firm has an understanding and **practical experience working within the rules and practices of local, State and Federal agencies** which may impact public infrastructure planning and operations. Some of the agencies include: TXDOT, TCEQ, Texas Water Development Board, EPA, Texas Parks and US Fish/Wildlife.
- ❖ **Experienced in resolving issues** related to zoning, platting, storm water, utilities, public agency coordination, regulatory rules, roadway, tree preservation, landscaping and infrastructure planning that are common in Texas and to this region.
- ❖ Experienced in **securing permits** from regulatory agencies.
- ❖ Experienced in **simultaneous management of multiple projects** with multiple construction and engineering firms.
- ❖ Demonstrated experience **working for and with governing bodies** such as Boards, Commissions and elected bodies.
- ❖ Demonstrated experience making presentation to Boards, Commissions and elected bodies at all levels of government
- ❖ Extensive **knowledge in State and Federal statutes** pertaining to contracting and procurement practices and procedures.
- ❖ Experienced in **conducting and facilitating meetings** with individuals and diverse stakeholders or business interests.
- ❖ Knowledgeable in **public financing and budgeting**.
- ❖ Practical experience in the operations and maintenance of public infrastructure to include water systems, sewer systems, and water/wastewater plants, buildings, cooling facilities, drainage, traffic, roads and water features.
- ❖ Experiences working collaboratively with other local, state and federal agencies
- ❖ YPR has staff who have worked with codes and regulatory agencies from the private development side as well as administered and managed codes from the public position.
- ❖ Demonstrated experience in reviewing and recommending changes to codes, policies, procedures and practices

- ❖ Demonstrated experience in resolving conflicts with codes, policies, procedures and practices
- ❖ The firm has an understanding and practical experience working within the rules and practices of local, State and Federal agencies which may impact public infrastructure planning and operations. Some of the agencies include: TXDOT, TCEQ, Texas Water Development Board, EPA, Texas Parks, FEMA and US Fish/Wildlife.
- ❖ YPR has developed plats for both private developments and public agencies.
- ❖ YPR has submitted permit applications to TCEQ for:
 - Monitoring plans
 - Wastewater plant permit renewals
 - Submitted responses to address non-compliance issues
- ❖ YPR experienced in resolving issues related to zoning, platting, storm water, utilities, regulatory rules, roadway that are common in Texas and to this region.

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ABOUT OPEN RANGE FIELD SERVICES



Open Range Field Services, LLC

Open Range Field Services, LLC., is a full-service surveying and mapping company specializing in the development and construction of energy related infrastructure and assets. Established by Kent Dyson, James (Jim) Kantola and Ron Nelson in February of 2014, ORFS currently employs over 50 people. The organization's primary objective is to serve the energy and construction industry by providing responsive and innovative geospatial data solutions.

Capabilities Statement

We are a service-driven organization - centrally focused on providing accurate data and deliverables that meet our client's standards and needs. Our leadership team has been focused on the energy industry for the last 30+ years. Our team starts with the *End-in-Mind* which means we deliver what your project demands. We are entirely committed to performing services with the highest regards to safety, ethics and integrity.

Mobility and Safety

We take pride in our ability to mobilize personnel and resources on short notice and being onsite quickly, allowing us to support a demanding project schedule. We know the energy industry and the inherent safety risk - we insure our crews are equipped with the proper PPE for the job, exercise a rigorous HSE plan and reinforce a culture of safety amongst our team.

Professionally Licensed:

Texas, New Mexico, Oklahoma, Kansas, Florida, Louisiana, West Virginia, Pennsylvania

Services and Products:

- Pipeline Routing & Development for Transmission Lines and Gathering Systems
- Pipeline Crossing Permit Exhibits and Engineered Crossing Calculations
- Pipeline Alignments and Horizontal Directional Drill (HDD) Plan and Profile Sheets
- Easement Exhibits (pipeline/utility/access) and Written Descriptions
- As-Built Pipeline Alignment Sheets
- As-Built Pipeline Data Run-Sheets & Pipe Tally Reports
- As-Built Pipeline Schematics/Isometric Sketches for Fabrication Assemblies
- Database Population and Management (leveraging BSD Software Capabilities)
- Locative Utility Surveys & Sweep Maps
- Communication Tower, Anchoring, Hut and Access Road layout
- FAA 1A Certificates, FEMA Elevation Certificates- LOMA, LOMC & LOMR
- Topographic and Civil Design Surveys
- Boundary, ALTA and TSPS Category 1A (Condition I, II or III) Surveys
- Well Location Permit Map/Plat and/or Unit (mineral ownership) Maps
- Well As-Drilled Location Permit Map/Plat
- UAV Services: Aerial Imagery and LiDAR acquisition delivery

IDENTIFICATION OF KEY PERSONNEL AND RESUMES

Young Professional Resources has dedicated six (6) key personnel to this engagement:

Mr. Leonard D. Young, PE will serve as the City Engineer.

Mr. Jaime Noriega, PE will serve as Assistant City Engineer.

Mr. A. Sharooq Mohammed, EIT will serve as a Design Engineer.

Mr. A. Ansar Mohammed, EIT will serve as a Design Engineer.

Mr. Enrique *Henry Ruiz will serve as the Lead Construction Specialist.

Mr. Daniel Wilson will serve as the Assistant Construction Specialist.

Open Range Field Services has dedicated two (2) key personnel to this engagement:

Mr. W. Andrew McLaughlin, RPLS will serve as Sr. Project Manager for Surveying Services.

Mr. Codi Lamberson, RPLS & PLS will serve as Project Manager for Surveying Services

Resumes for these individuals are in the following pages.

Years of Experience: 35
Years with Firm: 15
Location: Windcrest, Texas
Education:

- Graduate of Texas A&M University Construction Executive Program
- Bachelor of Science, Mechanical Engineering - Prairie View A&M University, 1982

Registrations/Licenses:
 Professional Engineer Texas
 No. 61852



LEONARD YOUNG, P.E.

President/Principal Engineer

Overview of Professional Experience

Mr. Young has more than 35 years of total experience in the planning, design and construction of water, sewer, street and drainage systems. Mr. Young has designed, constructed, planned or managed over \$4 billion worth of governmental agency projects, many of which won awards. For 14 years he held Senior Executive leadership positions the San Antonio Water System including serving as Interim President/Chief CEO, Chief Operating Officer, Senior Vice-President, Vice-President of Engineering and Director Wastewater Maintenance and Construction. Additionally, for 12 years he held key leadership positions with the City of San Antonio to include Asst. Street Drainage Manager, Operations Analyst and Asst. Building Maintenance Manager.

City Engineer Engagements – Mr. Young currently serves as the City Engineer for the Cities of Converse and Windcrest. In addition, he serves as the District Engineer for Bexar County Water Control and Improvements District #10. He previously served as the City Engineer for the Cities of Shavano Park, Cuero and Cotulla.

In his role as City Engineer, he is firm's senior executive responsible for:

- ❖ Provide technical and administrative advice and recommendations to Cities Leadership team on policies, processes and procedures
- ❖ Plat reviews
- ❖ Developer Construction Plan reviews
- ❖ Stormwater and Drainage Plan reviews
- ❖ Provide technical and administrative advice on platting, zoning and development issues
- ❖ Review ordinances and codes and to recommend changes as required
- ❖ Make presentations at public meetings to include to City Council, Planning and Zoning, Board of Adjustments and other Boards and Commissions
- ❖ Coordination with TCEQ, FEMA, Bexar County, TXDOT, Edwards Aquifer, SAWS, SARA, City of San Antonio and Bexar County Suburban Cities
- ❖ Submittal of grant applications to include EPA wastewater improvements grant, State Transportation Enhancement Program grants and CDBG grants.
- ❖ Planning, design, construction management and project management of public infrastructure.
- ❖ Performance of studies to include impact fee studies, water loss studies and sewer/water capacity studies as well as to provide technical support for utility rate analyses.
- ❖ Coordination with TCEQ on permitting issues to include wastewater plant renewals, Stormwater Management Plans, recharge zone construction submittal, well field construction, develop utility operations manuals and develop action plans for the in response to TCEQ violations.
- ❖ Develop master plans for water, sewer, streets, drainage infrastructure
- ❖ Develop capital Improvements plans for water, sewer, streets and drainage infrastructure
- ❖ Provide technical advice on water resources development strategies.
- ❖ Perform assessment of the City operations to include its water utility, sewer utility and drainage maintenance and street maintenance operations.

Years of Experience: 19

Years with Firm: 7

Location: Windcrest, Texas

Education:

BS Civil Engineering Texas
A&M University

Registrations/Licenses:

- Professional Engineer,
Texas No. 93788 (2004)
- Registered Accessibility
Specialist No. 0282



JAIME NORIEGA, P.E.

Senior Project Manager

Overview of Professional Experience

With over 19 years of experience as an Engineer and has developed expertise in the planning and design of municipal streets, drainage and public utilities. He brings expertise in private residential and commercial subdivision development. Mr. Noriega has served as Assistant Project Manager and Project Engineer and Project Manager and his responsibilities budgeting, scheduling, extensive client interaction, production, documentation, and quality control on assigned projects.

Representative Projects

Assistant City Engineer Engagements – Mr. Noriega currently serves as the Assistant City Engineer for the Cities of Converse and Windcrest. In addition, he serves as the Assistant District Engineer for Bexar County Water Control and Improvements District #10. He has previously served as the Assistant City Engineer for the Cities of Shavano Park and Cotulla.

In addition to serving as the City Engineer in his absence, Mr. Noriega is responsible for the daily management and implementation of the firm's workload to include.

- ❖ Technical and administrative advice and recommendations to City Managers, Assistant City Managers, Department Heads and Department Managers on policies, processes and procedures
- ❖ Plat reviews
- ❖ Developer Construction Plan reviews
- ❖ Stormwater and Drainage Plan reviews
- ❖ Technical and administrative advice on platting, zoning and development issues as they may arise.
- ❖ Review of ordinances and codes and to recommend changes as required
- ❖ Presentations at public meetings to include but not limited to City Council, Planning and Zoning, Board Adjustments and other Boards and Commissions of the City
- ❖ Coordination with TCEQ, FEMA, Bexar County, TXDOT, Edwards Aquifer, SAWS, SARA, City of San Antonio and Bexar County Suburban Cities
- ❖ Planning, design, construction management and project management of public buildings, wastewater plant, street, drainage, water and sewer infrastructure.
- ❖ Performance of studies to include sewer/water capacity studies and hydraulic analyses.
- ❖ Provide technical support for utility rate analyses.
- ❖ Coordination with TCEQ on permitting issues to include wastewater plant renewals, Stormwater Management Plans, recharge zone construction submittal, well field construction, develop utility operations manuals and develop action plans for the in response to TCEQ violations.
- ❖ Development master plans for water, sewer, streets. Drainage infrastructure
- ❖ Development of capital Improvements plans for water, sewer, streets and drainage infrastructure

Years of Experience: 2

Years with Firm: 1

Location: Windcrest, Texas



SHAROOQ MOHAMMED, EIT

Education:

- MS Civil Engineering Texas A&M University Kingsville.
- BS Engineering Civil Engineering Osmania University, INDIA

Registrations/Licenses:

- Engineer in Training
- Construction Manager in Training (CMIT).

Design Engineer

Overview of Professional Experience

With over 2 years of experience as an Engineer and has developed expertise in the areas of public infrastructure design to include water/sewer utilities, drainage, roadway and pavement markings/signage. Mr. Mohammed has demonstrated experience in plat development, plat reviews, construction plan reviews and stormwater plan reviews.

Representative Projects

Design Engineer: City Engineer Engagements – Mr. Mohammed currently serves as a Design Engineer providing design services, plat review, stormwater reviews, construction plan reviews for the Cities of Converse and Windcrest. In addition, he serves as Design Engineer for Bexar County Water Control and Improvements District #10.

City of Converse

Mr. Mohammed reviews construction plans, stormwater plans and plats. The following are listing design projects.

Gibbs Sprawl Drainage Improvements - \$300,000
 SA Masonry and Tool Supply Water Line – \$150,000
 Center Street Drainage Improvements – \$140,000
 Placid Lift Station Abandonment - \$50,000

Toepperwein Road Alignment - \$6,500,000
 Schumann Water Improvements - \$4,000,000
 FM 78 Water Main Extension - \$200,000

City of Windcrest

Mr. Mohammed reviews construction plans, stormwater plans and plats. In addition, he has designed infrastructure projects for the City. The following are listing of those projects.

2019 Street Maintenance Program - \$3,200,000
 Midcrown Street Improvements - \$900,000
 Eaglecrest Blvd Street Improvements - \$3,000,000

Bexar County WCID #10

Mr. Mohammed has designed infrastructure projects for the District. The following are listing of those projects.

Phase I Water Improvements - \$2,994,000
 Sunhaven and Shady Creek Water and Sewer Improvements - \$460,000
 Area 3 Water Improvements - \$1,500,000
 Windrock Sewer Improvements - \$217,000
 Eaglecrest Water Crossings - \$467,000
 Windfield Water Improvements - \$1,500,000

Years of Experience: 2

Years with Firm: 2

Location: Windcrest, Texas



A. ANSAR MOHAMMED, CMIT.

Education:

- MS Civil Engineering Texas A&M University
- BS Technology & Civil Engineering Jawaharlal Nehru Technological University, Hyderabad, India

Registration/Licenses

- Construction Manager in Training (CMIT)

Design Engineer

Overview of Professional Experience

With over 2 years of experience as an Engineer and has developed expertise in the areas of public infrastructure design to include water/sewer utilities, drainage, roadway and pavement markings/signage. Mr. Mohammed has demonstrated experience in hydraulic modeling of stormwater, sewer and water systems. Additionally, Mr. Mohammed has demonstrated experience in plat development, plat reviews, construction plan reviews and stormwater plan reviews.

Representative Projects

Design Engineer: City Engineer Engagements – Mr. Mohammed currently serves as a Design Engineer providing design services for the Cities of Converse and Windcrest. In addition, he serves as Design Engineer for Bexar County Water Control and Improvements District #10. The following are some relevant design projects:

City of Converse

Mr. Mohammed reviews construction plans, stormwater plans and plats. He developed and manages the City's water and sewer hydraulic modes. In addition, he has designed infrastructure projects for the City. The following are listing of those projects.

Gibbs Sprawl Drainage Improvements - \$300,000
SA Masonry and Tool Supply Water Line - \$150,000
Center Street Drainage Improvements - \$140,000
Placid Lift Station Abandonment - \$50,000

Toepperwein Road Alignment - \$6,500,000
Schumann Water Improvements - \$4,000,000
FM 78 Water Main Extension - \$200,000

City of Windcrest

Mr. Mohammed reviews construction plans, stormwater plans and plats. In addition, he has designed infrastructure projects for the City. The following are listing of those projects.

2019 Street Maintenance Program - \$3,200,000
Midcrown Street Improvements - \$900,000
Eaglecrest Blvd Street Improvements - \$3,000,000

Bexar County WCID #10

Mr. Mohammed has designed infrastructure projects for the District. The following are listing of those projects.

Windfield Water Improvements - \$1,500,000
Phase I Water Improvements - \$2,994,000
Sunhaven and Shady Creek Water and Sewer Improvements - \$460,000

Area 3 Water Improvements - \$1,500,000
Windrock Sewer Improvements - \$217,000
Eaglecrest Water Crossings - \$467,000

Location: Windcrest, Texas

Years of Experience: 35

Years with Firm: 10

Education:

- Lanier High School – San Antonio, Texas 1972

Registrations/Licenses:

- Shoring Safety Training
- Excavation Safety Courses
- Work Zone and Traffic Control



ENRIQUE "HENRY" RUIZ

Senior Construction Specialist

Overview of Professional Experience

Mr. Ruiz has over 38 years in construction and maintenance of public infrastructure to include large sewer, water, streets, drainage and traffic control. Mr. Ruiz has been a foreman, engineering technician general foreman, supervisor and utility coordinator for public infrastructure projects. He has had the overall responsibility for safety, customer/citizen relations, personnel, construction quality, scheduling and budgets

Work Experience

Young Professional Resources – Windcrest Texas: Construction Coordinator July 2010 to Present -

Responsible for providing monitoring utility, drainage and roadway construction projects to ensure projects are constructed per plan and specifications. Responsible for reviewing test reports, contractor relations, customer/ citizen issue resolution, resolving construction issues and reviewing of contractor pay applications.

City of San Antonio Right of Way Management Section - San Antonio, Texas: Technician and Utility Coordinator June 1998 – July 2010 -

Supervised a staff of 12 Engineering Technicians and two supervisors. The section was responsible for inspecting construction performed by Utility companies and contractors. Responsible for ensuring compliance with plans, specifications, OSHA rules and the City's ordinances. Responsible for the review of testing and traffic control planning. Responsible for resolving construction issues with utility companies and contractors which impacted customers/citizens.

San Antonio Water System -San Antonio Texas General Foreman (Superintendent) September 1994 – July 1998 -

Responsible for the supervision of 60 employees engaged in the repair, maintenance and construction of sewer collection and water distribution systems. Repairs were made on pipe sizes upward to 60 inches in diameter and small-scale construction projects were performed on project upward to 48 inches in diameter. Responsible for construction quality assurance and control, traffic control, employee training and personnel and project safety.

Representative Projects

Lead Construction Observer: City of Converse Street Improvements Project, Converse Texas – Mr. Ruiz provides Construction observation services for contracted street projects as well as for developer construction of new drainage and street systems.

Lead Construction Specialist: City of Windcrest Street Capital Improvements Program – Mr. Ruiz provides construction observation services for street and drainage improvement projects.

Lead Construction Specialist: Brooks City Base Construction Management for Utility Projects – Since 2012 he has provided providing construction observation services for Brooks City Base sewer, water and recycled water projects.

Location: Windcrest, Texas

Years of Experience: 35

Years with Firm: 7

Education:

- Associates St. Philips

Registrations/Licenses:

- Management Courses
- Construction Management Courses
- Shoring Safety Courses
- Hazardous Materials Courses
- Supervisor's Safety Training
- Trenching and Excavation Safety Courses



DANIEL WILSON

Senior Construction Specialist

Overview of Professional Experience

Mr. Wilson has over 35 years of experience in water and wastewater utility industry including his tenure with the City of San Antonio and the San Antonio Water System. Mr. Wilson has extensive experience in the construction and maintenance of public infrastructure to include water, sewer, street and drainage systems.

Work Experience

Young Professional Resources - Windcrest, Texas

Senior Construction Specialist

October 2013 to Present

Senior Construction Observer for water and sewer pipeline construction. Additionally, performs construction observation on roadway, drainage and utility projects.

San Antonio Water System - San Antonio, Texas

Supervisor/Supintendent of the CCTV Department

1992 to -2003

For 10 years, Mr. Wilson was responsible for 8 televising and 8 pre-cleaning crews that televised sewer for condition assessments, post- construction acceptance, and developers' improvement acceptance. He was responsible scheduling/workload, employee training, employee safety, QA/QC programs, equipment maintenance and equipment purchases. Additionally, was responsible for water and sewer line maintenance and repair in a sectors of the City.

City of San Antonio - San Antonio, Texas

1981 to 1992

Construction Inspector Sewer Pipeline Inspector Chief Sewer Pipeline Inspector

Representative Projects

Lead Construction Specialist: Bexar County WCID #10 Water and Sewer Capital Improvements Program – Mr. Wilson provides construction observation services on water and sewer replacement projects.

Secondary Construction Observer: City of Converse Street Improvements Project, Converse Texas – Mr. Wilson serves as a backup construction observer to the lead Construction Specialist for contracted street projects as well as for developer construction of new drainage and street systems

Secondary Construction Specialist: Brooks City Base Construction Management for Utility Projects – Mr. Wilson serves as a backup construction observer to the lead Construction Specialist for sewer, water and recycled water projects.

Secondary Construction Specialist: City of Windcrest Street Capital Improvements Program – Mr. Wilson serves as a backup construction observer to the lead Construction Specialist for street and drainage improvement projects.

CODI LAMBERSON, RPLS & PLS



PROFESSIONAL EXPERIENCE

Open Range Field Services—Pampa, TX
Licensed Surveyor: Texas & Oklahoma |
Project Manager, Office Operations Manager | 2014-Present

Office Operations Manager | 1/2019 to Present

- Responsible for the leadership, management, and accountability of the office staff
- Collaborating the development and execution of our company's short-term and long-term vision, goals, and core values
- Connecting our best people with our best opportunities
- Evaluating resource needs (people and technology)
- Challenging habits and fostering growth

Project Manager | 2/2014 to 1/2019

- Manage projects from inception to completion
- Maintain and build relationships with clients
- Provides solid leadership through project management
- Problem solve with client for project progression
- Responsible for deliverables to the client
- Coordinate with office staff and field operations to ensure adequacy and accuracy of field data collection
- Coordinate with field/safety coordinator to make sure all proper safety precautions are being taken and followed
- Develop project scope of work, cost estimates and proper invoicing
- Completes projects with integrity and thoroughness

Topographic Land Surveyors—Pampa, TX
Project Manager, Survey Technician, Party Chief, Rodman |
2006 – 2014

Project Manager/Survey Technician | 7/2007 to 3/2014

- Analyzed survey data and record title/deeds
- Prepared descriptions, easement plats, alignments and HDDs
- Proficient with Carlson Survey 2014 and AutoCAD 2014 software suites

Field Crew Party Chief | 6/2006 to 7/2007

- Supervised field crew
- Directed work of field crew including field computations and record research
- Proficiently used pipeline locators, GPS equipment, and Trimble Data Collectors
- Knowledgeable in reading USGS Topographic and historic maps

PROFESSIONAL SKILLS OVERVIEW

14 years in land surveying experience with an emphasis on Oil & Gas projects. Detailed and team player. Able to deliver for clients with speed and accuracy.

TECHNICAL EXPERTISE

Microsoft Office: Word, Excel, PowerPoint
 AutoCAD Map 3D 2019
 Carlson Survey 2019
 Researching: Title/Deeds and Maps

AREAS OF EXPERTISE

Boundary & Title
 Easement Surveys
 ALTA Surveys
 Urban & Rural Pipeline Projects
 Project Management
 Mapping
 Well Locations

CLIENT RELATIONSHIPS

Energy Transfer
 Epic Crude Pipeline, LP
 Howard Energy Partners
 Apache Corporation
 Conoco Phillips
 Valero
 Plains All American Pipeline, LP.
 NuStar Energy, LP.

EDUCATION OVERVIEW

Registered Professional Land Surveyor
 TX-RPLS 6480 - Certified: 12/2013
 OK-PLS 1963 – Certified: 05/2017
 Surveyor in Training (SIT) - 10/2008

Texas A& M University, College Station, TX
 Geography—Bachelor of Science: 12/2005

W. ANDREW MCLAUGHLIN, RPLS TX, NM, LA, OK, FL



PROFESSIONAL EXPERIENCE

Open Range Field Services—Boerne, TX
Licensed Surveyor: Texas & Oklahoma |
Sr. Project Manager | 1/2019-Present

- Manages projects from inception to completion
- Maintains and builds relationships with clients
- Provides solid leadership through project management
- Problem solves with client for project progression
- Responsible for deliverables to the client
- Coordinates with office staff and field operations to ensure adequacy and accuracy of field data collection
- Coordinates with field/safety coordinator to make sure all proper safety precautions are being taken and followed
- Develops project scope of work, cost estimates and proper invoicing
- Completes projects with integrity and thoroughness

T. Baker Smith, LLC – Houston, TX
Lead Professional | 07/2017 – 01/2019

- Lead team of Project Managers, Survey Technicians, CAD Draftsmen, and Survey Crews
- Ensured consistency and Quality Assured/Quality Controlled deliverables

Sr. Project Manager | 03/2013 – 07/2017

- Supervise all survey aspects of pipeline route surveys
- Analyze survey data and record title/deeds
- Prepare descriptions, easement plats, alignments and HDD Exhibits

George F. Young, Inc. – St. Petersburg, FL
VP Transportation Survey – 1/2010 to 3/2013

Project Manager – 1/2004 to 1/2010

Survey Crew Chief – 8/1998 to 1/2004

PROFESSIONAL SKILLS OVERVIEW

22 years of land surveying experience with an emphasis on Transportation Projects. Detailed and team player. Able to deliver for clients with speed and accuracy.

TECHNICAL EXPERTISE

Microsoft Office: Word, Excel, PowerPoint
 AutoCAD Map 3D, Carlson Survey, Trimble Business Center
 Researching: Title/Deeds and Maps
 Boundary Surveying

AREAS OF EXPERTISE

Boundary & Title
 Easement Surveys
 ALTA Surveys
 Urban & Rural Pipeline Projects
 Project Management
 Mapping
 Coordinate Systems

CLIENT RELATIONSHIPS

Young Professional Resources (YPR)
 Slay Engineering
 Blazer Building Texas, LLC
 Todd Davis Associates
 Trophy Properties, LLC
 Plains All American Pipeline, LP.
 Aspen Midstream
 Oilfield Water Logistics
 NuStar Energy, LP.

EDUCATION OVERVIEW

Registered Professional Land Surveyor
 TX-RPLS 6473 - Certified: 12/2013
 OK-PLS 1948 – Certified: 08/2016
 NM-RPLS 23385 – Certified: 11/2016
 LA-RPLS 5184 – Certified: 2/2017
 FL-PSM 6512 – Certified: 2/2005
 University of Florida, Gainesville, FL
 Bachelor of Science Geomatics: 08/1998

CITY OF CONVERSE CITY ENGINEER – (2015- PRESENT)

Services Provided

- Civil Engineering Design
 - Roadway Systems
 - Water Systems
 - Sewer Systems
 - Drainage Systems
- ADA compliance design and reviews
- Cost Estimating
- Construction Observation
- Construction Management
- Perform Constructability reviews
- Perform Value Engineering analysis
- Program Management
- Infrastructure Planning
- Perform Feasibility Studies
- Perform Drainage Studies
- Utility Operational Review and Analyses
- Cost analyses and financial impacts for public infrastructure
- Plat and Development Plan Reviews
- Prepare status reports for City Council and City Manager
- Attend and make presentations at City Council Meetings, Special Called Meetings and Work Sessions as required by the City
- Attend and make presentations at City Commissions and Boards as required by the City
- Develop plats for the City owned Property
- Review FEMA applications for LOMR and CLMOR
- Provide Technical support to Converse EDC
- Prepare grant applications and assist with the completing of grant applications
- Perform Ordinance Reviews, Updates and Recommendations
- Develop and/or revise Design criteria and Standards
- Operational Planning Support

HIGHLIGHTED PROJECTS

Location:	Converse, Texas
Date:	September 2015 - Present
Role:	City Engineer
Brief Statement:	1. Designed 5 water projects - \$3,250,000 2. Designed 5 sewer projects - \$500,000 3. Designed 6 drainage projects - \$1,100,000 4. Designing a new street project totaling \$7,000,000 5. Prepared Bid documents and provided construction management on \$10,000,000 mill and overlay program which has been completed. 6. Designed a new softball field whereby work was performed by in-house staff. 7. Designed a new soccer field whereby work was performed by in-house staff. 8. Currently providing construction management services on the construction of a 3 mile trail system 9. Updated the City's water and sewer Impact Fee 10. Prepared Construction documents and provided construction management services for the re-painting of a 2MG elevated storage tank; a 500G elevated storage tank; and a 750G ground storage tank. Projects completed and had construction cost of \$900,000. 11. Develop specifications and Bid documents for an Automated Meter Reading System - \$3,000,000 12. Developed a hydraulic models for entire water and sewer system 13. Reviewed plats, construction plans and stormwater management plans for 26 commercial developments and 18 residential developments. Commercial developments ranged in size from .5 acres to 50 Acres, while residential developments ranged from 1 lot to 750 lots.
Principal	Leonard D. Young, P.E.
Contact Information:	Mr. Manuel Longoria – Assistant City Manager PH: 210-386-0175 EMAIL: mlongoria@conversetx.net

CITY OF WINDCREST CITY ENGINEER – (2012- PRESENT)

Services Provided

- Civil Engineering Design
 - Roadway System
 - Water System
 - Sewer System
 - Drainage System
- ADA compliance design and reviews
- Cost Estimating
- Construction Observation
- Construction Management
- Perform Constructability reviews
- Perform Value Engineering analysis
- Program Management
- Infrastructure Planning
- Perform Feasibility Studies
- Perform Drainage Studies
- Utility Operational Review and Analyses
- Cost analyses and financial impacts for public infrastructure
- Prepare grant applications and assist with the completing of grant applications
- Perform Ordinance Reviews, Updates and Recommendations
- Develop and/or revise Design criteria and Standards
- Operational Planning Support
- Plat and Development Plan Reviews
- Prepare status reports for City Council and City Manager
- Attend and make presentations at City Council Meetings, Special Called Meetings and Work Sessions as required by the City
- Attend and make presentations at City Commissions and Boards as required by the City
- Develop plats for the City owned Property
- Review FEMA applications for LOMR and CLMOR
- Provide Technical support to Windcrest EDC

HIGHLIGHTED PROJECTS	
Location:	Windcrest, Texas
Date:	September 2012 - Present
Role:	City Engineer
Brief Statement:	1. Performed a condition assessment for all streets in the City and developed a 15 year CIP Plan 2. Designed construction plans for Phase I of Street CIP and provided construction management services on the project. This was a mill and overlay project which improved approximately 4 miles of street at a cost of \$3,000,000. Project is complete. 3. Designed Phase II of Street CIP which will improve approximately 2.25 miles of street through mill and overlay. Bids have come in at \$2,500,000 and will be awarded in May 2020. YPR will be construction manager for this project. 4. YPR will be designing Phase III Street CIP over next 6 months. Estimated cost is \$2,000,000. Again, YPR will be construction manager. 5. Designed and provided construction management services to upgrade the Little League concession building, restroom facilities and fence replacement on 4 playing fields. Construction cost \$275,000 and project is completed. 6. Developed plans for a regulation size and junior size soccer field. 7. Reviewed plats, construction plans and stormwater management plans for 12 commercial developments.
Principal	Leonard D. Young, P.E.
Contact Information:	Mr. Rafael Castillo Jr. – City Manager PH: (210) 655-0022 EMAIL: rcastillo@windcrest-tx.gov

WATER CONTROL AND IMPROVEMENT DISTRICT 10 – DISTRICT ENGINEER – (2016- PRESENT)

Services Provided

- Civil Engineering Design
 - Sewer
 - Water
 - Production Facilities
- Cost Estimating
- Construction Observation
- Construction Management
- Perform Constructability reviews
- Perform Value Engineering analysis
- Program Management
- Infrastructure Planning
- Perform Feasibility Studies
- Utility Operational Review and Analyses
- Operational Planning
- Cost analyses and financial impacts for public infrastructure
- Prepare grant applications and assist with the completing of grant applications
- Development Plan Reviews
- Perform Ordinance Reviews, Updates and Recommendations
- Develop and/or revise Design criteria and Standards
- Prepare status reports for the Board and General Manager
- Attend and make presentations at Board Meetings, Special Called Meetings and Work Sessions as required by the Board
- Prepare Board agenda documents

HIGHLIGHTED PROJECTS	
Location:	Windcrest, Texas
Date:	December 2016 - Present
Role:	District Engineer
Brief Statement:	1. Performed an assessment of the water system and developed a long range water CIP Plan 2. Performed an assessment of the sewer system and developed a long range sewer CIP Plan 3. Provided design and construction management services on 7 projects a. 1,000 If sewer project which is completed - \$450,000 b. 23,000 If water project is 90% complete - \$2,900,000 c. 11,000 If water project is 15% complete - \$1,500,000 d. 800 If sewer project which just started - \$315,000 e. 900 If water project which just started - \$450,000 f. 2 electrical projects are complete - \$600,000
Principal In Charge:	Leonard D. Young, P.E.
Contact Information:	Mr. David Wallace, General Manager PH: 210- (210) 655-2888 EMAIL: gmbcwcid10@gmail.com

OTHER HIGHLIGHTED PROJECTS

Project Name	SAW Brackish Groundwater Desalination Program
Owner:	San Antonio Water System
Cost:	\$102,000,000
Brief Statement:	YPR provided construction observation, constructability reviews and permit development on this project which consisted of water production transmission lines, well fields and a desalination plant to treat brackish water.

Project Name	Bulverde Rd. Street Widening (Sewer and Water Replacement)
Owner:	City of San Antonio and San Antonio Water System
Cost:	\$7,000,000 (Utility only)
Brief Statement:	The project widened the roadway, improved drainage and add bike lanes. YPR was responsible for the collection of utility plans for the project and to resolve utility conflicts with utility agencies. Additionally, YPR designed all water and sewer replacements. 17,500 LF of 36" diameter water mains and 4,200 LF of 12" water mains and 5,800 LF of sewer were replaced.

Project Name	Medina River Sewer Outfall
Owner:	San Antonio Water System
Cost:	\$100,000,000
Brief Statement:	YPR provided full time construction observation services on this project. The project consisted of the construction of approximately 32 miles of gravity sanitary sewer main. The project was contracted in six (6) segments. The gravity main sizes will range from 18-inches to 96-inches in diameter. Most of the gravity main was 66-inches in diameter. Along the alignment of the project, there were portions of the project steel casing or liner plate were utilized below roads and railroads as not to disrupt transportation routes. In addition, several siphon structures are being constructed along the alignment.

Project Name	Old Town Helotes Improvements Project
Owner:	Helotes Economic Development Corporation
Cost:	\$ 4.5 million
Brief Statement:	1. Provided program management services which included the selection processes to engage a design engineer and the contractor for a project which constructed 3200 LF waterline project (\$1,100,000). 2. Provided program management services which included the selection process to select consultant to develop an Implementation Plan for adding new public infrastructure to the area. 3. Provided program management services which included the selection process to select an engineer to design public infrastructure improvements to include curbing, sidewalks, road improvements, drainage, lighting, public amenities and signage. 4. Provided program and construction management services for a project which constructed new curbing, sidewalks, road improvements, drainage, lighting, public amenities and way finding signage. Construction cost - \$3,000,000. 5. Designed 3800 lf of new 8 to 12 inch sewer systems in an undeveloped area. Project was constructed at a cost of \$800,000.

Project Name	Brooks Development Authority Sewer and Water Improvements
Owner:	Brooks Development Authority
Cost:	\$11,000,000
Brief Statement:	YPR provided construction observation services for the construction of utility improvements on 6 projects which installed • 17,000 lf of 6 to 18 inch water lines • 19,000 lf of 8 to 24 inch sewer lines • 7,000 lf of 8 inch recycle water lines

Project Name	SAWS/TXDOT Loop 1604. Potranco to FM 471
Owner:	San Antonio Water System
Cost:	\$1,800,000
Brief Statement:	Designed the relocation of approximately 5,000 LF of 8- through 24-inch waterline which were in conflict with the proposed Loop 1604 expansion (TxDOT). Project was on 8-week accelerated design schedule. Project is complete.

Project Name	SAWS/COSA Ray Ellison (410 to Old Pearsall Road)
Owner	San Antonio Water System
Cost:	\$1,200,000
Brief Statement:	YPR designed 2000 LF of 12" diameter water mains and 1500 LF of sewer main. YPR was responsible for the utility coordination for the project requiring the collection of utility plans and records for the project, development of utility conflict matrices and resolution of utility conflicts with utility agencies. YPR developed a storm water management plan for the project. Lastly, YPR provided onsite construction management during construction. Project is complete

Project Name	CoSA Downtown Streets Main and Soledad
Owner:	City of San Antonio
Cost:	\$900,000
Brief Statement:	YPR designed sewer utilities for the project for which consisted of approximately 2,880 LF of pipe ranging from 8 to 27 inches in diameter. Project was designed and constructed utilizing trenchless methods to include pipe bursting and cured-in-place methods. Project is complete

Project Name	CoSA 2014 Program Management Services for Annual Sidewalk Projects
Owner:	City of San Antonio
Cost:	\$1,900,000
Brief Statement:	YPR provided sidewalks and curb exhibits which detailed the alignment, plan layouts and cost estimates for 51 project locations. The information was provided to the City and issued to an IDQ sidewalk Contractor to construct. Total linear feet of sidewalk constructed was approximately 180,000 lf. Project is complete

Project Name	Trinity Well Project
Owner:	City of Shavano Park
Cost:	\$2,200,000
Brief Statement:	The City of Shavano Park developed a new production well from the Trinity Aquifer. The project included production facility, a blending facility and transmission lines. YPR was engaged to act as program manager throughout all phases of the project to include evaluation, analysis, design and construction. YPR was the chief technical advisor to the City Manager and City Council.

Project Name	Cuero Housing Authority - Street and Utility Improvements (GRANT FUNDED)
Owner:	Cuero Housing Authority
Cost:	\$800,000
Brief Statement:	YPR provided design and construction on 3 projects which improved .25 miles of roadway; replaced 800 lf of sewer pipe; replaced 900 lf of water pipe and improved 14 parking areas.

Project Name	Leon Valley Impact Fee Study and Infrastructure Analysis
Owner:	City of Leon Valley
Cost:	\$50,000 Fee
Brief Statement:	Updated water and sewer impact fees and developed a new water supply impact fee. Developed a Land use Assumption Plan and Capital Improvement Plan to support the impact fees.



9430 Research Blvd, Suite 1-200, Austin, TX 78759
T: 512-346-1100 F: 512-345-1483
www.cdmsmith.com

May 4, 2020

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

RE: Request for Qualifications for Engineering Services and Surveying Services

Dear Ms. Garcia and Selection Committee Members:

CDM Smith is pleased to submit a proposal for on-call engineering services and survey services for the City of Pearsall. Specifically, we are submitting our interest in the categories of: 1. Drainage Improvement Projects, and 2. Roadway and Utility Improvement Projects.

CDM Smith has been solving water and wastewater system challenges since 1947 and throughout Texas since 1977. While we are new to the City of Pearsall, we have been working with Texas communities for decades. Our proposed program administrator, Stacy Barna, has worked with many small and mid-sized communities in South Texas and has over 24 years of experience working with communities to manage and fund their utility projects. Stacy has worked with the City of Cotulla, Eagle Pass Water Works, City of Del Rio, and Kerr County to assist with their water and wastewater utility projects. CDM Smith is pleased to bring a fresh engineering perspective and ample resources to support the leadership of a program administrator familiar with South Texas and corresponding utility issues.

Since the scope of this request is for on-call engineering services, we have designated a team leader to oversee the major engineering areas of drainage/conveyance, flood control, water, planning, wastewater, and reuse to lead any of the project needs the City may have now and into the future. We also included additional subconsultants on our team that bring expertise in surveying, water resources, finance, and electrical, environmental, and geotechnical engineering. As a team, we stand ready and eager to assist the City.

We are excited for the opportunity to work with the City of Pearsall and appreciate your consideration of our credentials. Please feel free to reach out to me at your convenience with any questions or to discuss further.

Sincerely,

Stacy L. Barna
Program Administrator
CDM Smith Inc.

TEAM OVERVIEW

About CDM Smith

CDM Smith provides integrated solutions in water, environment, transportation, energy, and facilities to public and private clients worldwide. As a full-service consulting, engineering, construction, and operations firm, we deliver exceptional client service, quality results and enduring value across the entire project life cycle.

Founded in 1947, CDM Smith has more than 5,000 staff worldwide and approximately 275 staff working throughout our Texas offices. CDM Smith has a global network of 128 offices and staff, which enables us to quickly access necessary resources to meet any project demand. We are proud to be able to provide Pearsall with local and regional experts with proven experience delivering projects throughout the state and region. **The City's projects will be served by staff in our Austin office, located at 9430 Research Blvd., Suite 1-200, Austin, TX 78759.**



CDM Smith will serve as the prime consultant, providing the resources to execute the water, wastewater, reuse, and flood control services anticipated for this on-call contract. **Capex Consulting Group, Grubb Engineering, Blanton and Associates, Arias Geoprofessionals, Maverick Land Surveying Company, and Seagull PME** have joined the CDM Smith team to provide specialty services in project finance and economics, electrical engineering, environmental services, geotechnical engineering, land surveying, and water resources, respectively.

Drainage Services

CDM is a recognized leader in drainage and stormwater management and can provide a wide array of planning, modeling, preliminary engineering and full design, financing, and operational support and guidance. We have been involved with the planning and implementation of water resources for more than 70 years and have firsthand experience delivering water resource projects with decision support systems, distribution systems, modeling, hydrology and hydraulics, sediment transportation, and erosion control. In addition, CDM Smith brings expertise in sustainable watershed planning/management, water quality rights and protection, and stream restoration. CDM Smith also brings the proven experience managing large, complex flood control management programs and city-, county-, and statewide flood control projects.

Ultimately, the City of Pearsall will benefit from our extensive resources, depth, and flexibility to address any drainage issue. Our project teams have faced nearly every type of municipal drainage challenge and offer a variety of in-house staff/services who can provide environmental, civil, structural, transportation, geotechnical, planning, GIS, low-impact development (LID), financial guidance and support, which is vital not only for drainage system planning but also for securing state and federal funding; providing guidance through regulatory hurdles such as environmental permitting; and establishing realistic project financing plans.

FLOOD CONTROL SERVICES

With more than 50 years of flood control and stormwater management experience, CDM Smith has applied our expertise to more than 500 projects in the US and around the world. Our proven approach provides multiple benefits, balances a multitude of issues, offers sustainable solutions, and incorporates stormwater and flood controls into community amenities, such as parks and green spaces, to build public support.

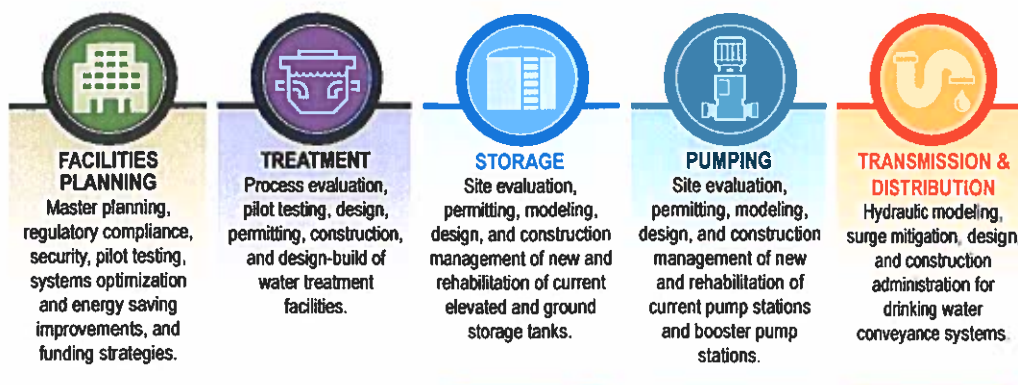
CDM Smith is a pioneer of the "appropriate technology" approach to providing cost-effective services, management plans, and designs using models, database development, and GIS applications. We have developed several public domain, state-of-the-art stormwater models for stormwater management and flood control studies, including the hydrologic and hydraulic modules of the FEMA-accepted EPA Storm Water Management Model (SWMM) in collaboration with EPA. We are experts in the application of the USACE HEC series, as well as DHI's MIKE FLOOD model, to support our domestic and international clients.

We have also developed and applied dynamic floodplain management approaches, including more accurate floodway assessment and mapping tools. These dynamic assessments consider both storage and conveyance changes in the floodplain system and provide more accurate flood stage, flow, and velocity estimates which support improved management of flood events to avoid flood damages and protect riparian wetlands, habitat, and water quality. CDM Smith has provided a variety of floodplain assessment and mapping support to FEMA (Regions I, V, VII, and X), and we are currently a contractor under the nationwide FEMA Risk MAP Program.

Water Utilities Services

While CDM Smith provides a full range of municipal consulting services, our foundation and core service are rooted in our water practice. CDM Smith offers a full portfolio of strategies and solutions in water management, infrastructure design, rehabilitation, and treatment processes. We design facilities to meet each community's specific drinking water needs—from simple to complex—and craft long-lasting and integrated water resource strategies to help stakeholders make the most of the limited resources.

WATER SERVICE AREAS



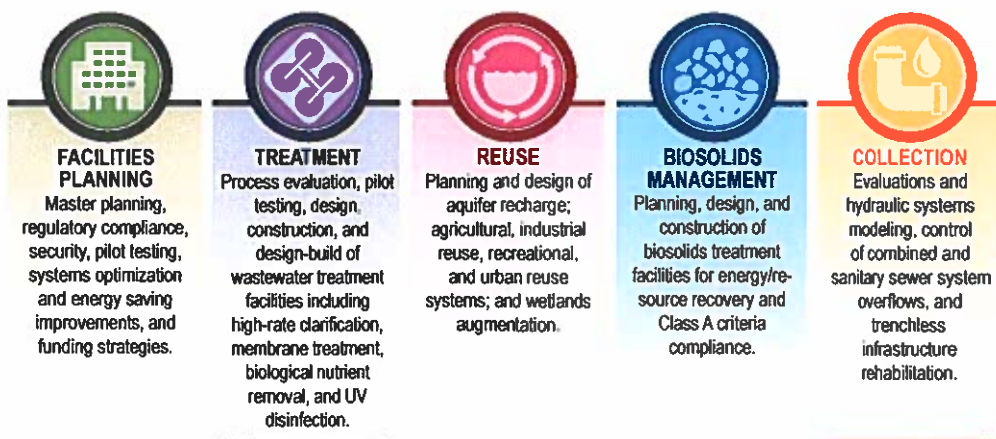
CDM Smith's drinking water treatment consulting services range from pilot plant studies and specialized consultation to large complex projects requiring design, services during construction, startup/operations assistance, and operator training. Many water treatment techniques taken for granted today, such as rapid-rate filtration, air-water backwash, porous underdrains, and laminar flow sedimentation were pioneered by CDM Smith.

CDM Smith has a decades-long record of water infrastructure project performance for communities large and small across the United States, with an especially noteworthy record of successful project delivery in Texas. We have earned a reputation for excellence and can offer the value of lessons learned from experience gained from the study and design of hundreds of water treatment plants in Texas and throughout the United States.

Wastewater Utilities Services

Wastewater collection, treatment, and disposal have represented the cornerstone of CDM Smith's engineering consulting services since our founding. Across Texas, CDM Smith is a recognized leader in the design of process upgrades and expansions to wastewater treatment and biosolids facilities, as well as the design of new plants. Having designed significant facility upgrades for every large public entity in central Texas, CDM Smith has become a trusted advisor in addressing complex wastewater treatment challenges.

WASTEWATER SERVICE AREAS



CDM Smith has been the leading proponent of new technologies in the state, such as high strength ammonia side stream treatment, biologically enhanced high-rate clarification (BEHRC), membrane bioreactors (MBR), combined heat and power (CHP)/co-generation, coupled trickling filter-activated sludge (TFAS) process, stacked (double decked) clarifier design, UV disinfection, starved air sludge incineration, sludge composting, and most recently, thermal hydrolysis pretreatment (THP). Furthermore, we possess a remarkable track record for designing and rehabilitating wastewater infrastructure throughout central Texas, and we understand the unique challenges facing owners and operators. We have developed innovative solutions to construct upgrades and expansions without interrupting service, often under complex site limitations and schedule and budget constraints.

REUSE SERVICES

Water reuse is one of the particular fields of expertise specified in the Request for Qualifications (RFQ) and CDM Smith brings proven ability in this specialization. With technical specialists who are leaders in resource recovery, reclamation, and reuse, we are well prepared to assist with evaluations or improvements desired by the City. CDM Smith has been at the forefront of water reuse for decades and has long committed to helping our clients navigate regulatory conditions and evaluate technology options to select best value solutions. A recognized leader and innovator in the field of water reuse, we have conducted more than 220 water reuse projects encompassing a wide range of services and technologies, including the planning, design, and construction of one of the largest indirect-potable reuse wastewater reclamation project in the world, a 70-mgd multi-barrier treatment facility that produces a high-quality recycled water that exceeds other available source waters.

Initially used as a method for effluent disposal, water reuse has become a third utility to meet growing water demands. Capable of meeting diverse water quality standards to support irrigation, industrial and commercial demands, groundwater recharge, saltwater intrusion barriers, toilet flushing, spray down water, and serving to augment potable water supply, reclaimed water is a sustainable solution to meet triple bottom line requirements.

Subconsultants

The following firms round out the CDM Smith team. Each provides specialized expertise in the engineering, environmental, and financial analysis services that may be called for as part of a project assignment. All are local Texas-based firms, with experienced resources and capacity available to commit to support Cotulla as needs arise.



Capex Consulting provides economic consulting services to private and public sector clients including utilities, municipalities, cooperatives, tribal governments, and state and federal agencies. Their objective on every engagement is to exceed the client's expectations through the combination of thorough analysis, proactive collaboration with project team members, and clear and direct communication with stakeholders. Capex Consulting's offices are located in Frisco, Texas. Capex Consulting consultants possess a broad range of technical capabilities and a minimum of 20 years consulting and professional experience, guaranteeing clients that all of their work product will fully reflect this high level of experience.



Grubb Engineering, Inc. (GEI) is a recognized authority in the design, commissioning, and maintenance of low, medium, and high voltage electrical power systems. GEI also provides design for instrumentation, control, and SCADA systems. By combining engineering and testing in the same firm, GEI technicians can provide feedback on the design. GEI has over 35 years of experience with water/wastewater facilities, electric utility facilities and large industrial electrical infrastructure. The GEI Engineering department can provide electrical, instrumentation, SCADA, and control system design. This includes but is not limited to potable water pump stations, wastewater treatment plants (WWTPs), and sewer lift stations. Their technical services team can provide a large array of electrical testing.



Blanton & Associates (B&A) provides a broad range of environmental consulting, planning, and project management services with a focus on regulatory compliance and permitting. B&A is based in Austin, with additional offices in San Antonio and Houston. As a woman-owned business, the firm is certified as a Historically Underutilized Business by the Texas Comptroller of Public Accounts. B&A's capabilities are comprehensive, including regulatory compliance and permitting; Texas Water Development Board documentation preparation and Environmental Data Forms; environmental monitoring; environmental site assessment preparation; Storm Water Pollution Prevention Plan preparation; fatal flaw analyses; and GIS services for water, wastewater, and water resource projects.



Arias & Associates, Inc., dba Arias Geopprofessionals (Arias) was formed in San Antonio, Texas in 1996, and has grown into one of the premier geotechnical engineering and construction materials testing firms in Texas. They currently have 95 team members across five offices in San Antonio, Austin, Corpus Christi, Dallas-Fort Worth, and Eagle Pass, Texas. Arias has extensive experience working on numerous plant expansions, water recycling centers, pump stations, waterlines, and pipeline projects. Arias has an established

in-house laboratory that meets the standards of the American Standard Testing Materials (ASTM) specifications of ASTM E-329 for Inspection and Testing Agencies for soil, concrete, steel, and bituminous materials as used in construction.

Maverick **Land Surveying Co.**

Maverick Land Surveying Co. has been in operation for almost 30 years and provides a full range of land surveying services, including but not limited to: topographic surveys, ALTA/NSPS Land Title Surveys, boundary surveys, 3D scanning services, control surveys, improvement surveys, aerial drone surveys, and utility location surveys. With a staff of twenty-five full-time employees, they are ready to complete any survey task. Located in the greater San Antonio area, Maverick efficiently serves south and central Texas and beyond. Their six professional trained survey crews, office support staff, paraprofessionals and Registered Professional Land Surveyors (RPLS.) have the experience and capacity to handle any survey. Currently, Maverick Land Surveying Company is certified as a small business enterprise by the South Central Texas Regional Certification Agency.



Seagull PME provides management and engineering solutions to support water and energy projects in Texas and California. Their team of engineers, project managers, and project coordinators focus on primary services that include:

- Portfolio and Program Management Process, System Design, and Support
- Project Management, Planning, and Engineering
- Holistic Watershed Management
- Water Resources
- Energy Production, Transmission, and Distribution
- Resource Project Development
- Environmental Regulatory Compliance Support

For this contract, we will primarily engage Seagull PME's water division resources. They provide project management, planning and engineering services for water resources, watershed management, flood control, stream restoration, and surface water protection projects. The Seagull PME team is dedicated to providing reliability and innovative solutions with a focus on client service and value.

PROJECT TEAM MEMBERS

Having immediate access to a team of experienced drainage, water, and wastewater professionals with proven records of success delivering on-call project delivery is the foundation for a successful on-call relationship with the City of Pearsall. The team members introduced here are the technical service leads who will provide responsive service and timely solutions for on-call assignments. Combining technical expertise with experience unique to Texas municipalities, they are well prepared to assist the City of Pearsall as needs arise.

Our project team is illustrated in the organization chart included in **Figure 1** below. The team will be led by program administrator, Stacy Barna and technical advisor, Samir Mathur. Brief overviews of our team members can be found below; full resumes are provided at the end of our submittal package.

Figure 1. CDM Smith's Organizational Chart



Stacy Barna | PROGRAM ADMINISTRATOR

Stacy has 24 years of experience specializing in water system planning, finance, regulatory assistance, and coordination with state and federal agencies and stakeholders.

- Served as both an on-call program administrator and project manager for south Texas communities.
- As an on-call program administrator, has managed multiple water and wastewater utilities projects to ensure necessary resources were allotted and projects completed on-time and within budget.
- Considered a trusted extension of staff to multiple small and mid-sized communities that need professional direction to complete needed infrastructure projects.



Samir Mathur | TECHNICAL ADVISOR

Samir will apply more than 25 years of experience in the analysis and design of water and wastewater treatment facilities, hazardous waste remediation, and water and groundwater modeling.

- Environmental engineer with extensive experience leading municipal water infrastructure project throughout the US, with particular emphasis in Texas.
- Served in capacities ranging from technical reviewer/advisor to project manager or design manager for Texas communities large and small, including Houston, Dallas, Fort Worth, Austin, Pasadena, Terrell, Wichita Falls, and Grand Prairie.



Alan Rhames | CONVEYANCE/DRAINAGE LEAD

Alan is a senior project manager with 33 years of experience managing, planning, designing, permitting, and constructing a wide array of water and wastewater infrastructure projects.

- Served as design engineer, project engineer and/or project manager for numerous water pumping, water transmission and water distribution systems over the past three decades.
- Specializes in water system design and piping material selection, including PVC, ductile iron, concrete steel cylinder, HDPE, steel and others in diameters ranging from 4 to 48 inches.
- Engineer-of-record for more than 500,000,000 LF of utility piping currently in service in Texas.



Claudia Corsetti | FLOOD CONTROL LEAD

Claudia is a licensed civil engineer with nearly a decade of experience as an engineer and project manager. She has coordinated FEMA tasks; managed survey, terrain, hydrology, and hydraulic tasks; and managed tasks related to floodplain mapping update activities.

- Expertise with FEMA's Risk MAP (Mapping, Assessment and Planning) quality standards, municipal site development permit processes and contract management skills.
- Developed innovative water resources solutions for the cities of League City, Georgetown, and Austin; FEMA Regions II and IV; San Antonio River Authority; and the Harris County Flood Control District.



Ana Karamalegos | WATER UTILITIES LEAD

Ana brings 14 years of experience as an environmental engineer specializing in the design and construction of water/wastewater treatment facilities, solid waste management, and permitting.

- Experienced in cost- and schedule-efficient delivery of water treatment projects throughout Texas, several of which were multiple engagements for individual communities.
- Design expertise for preliminary engineering reports, expansion/upgrade evaluations, facilities rehabilitation, and water resource planning support.



Jenny Bywater | WATER PLANNING LEAD

Jenny is a water resources engineer with more than 10 years of experience with integrated water resource planning, modeling hydraulic wastewater and stormwater collection systems, and addressing stormwater regulatory issues.

- Integrated water resource planning expert, with a roster of plans and studies completed for an extensive array of entities across the US.
- Municipal water resource planning clients in Texas include the cities of Sugar Land and Austin.
- Expertise in the development of decision-support models and processes for increased water source sustainability and reliability.



Alex Doody | WASTEWATER UTILITIES LEAD

Alex is an environmental engineer and project manager with twelve years of experience in water reclamation and water treatment process and mechanical design, wastewater process modeling and biosolids management.

- An extensive national project portfolio of wastewater and water reclamation improvements.
- Based in Austin, Alex has worked with multiple Texas municipalities and water districts, such as Waco and Georgetown as well as the Bell County Water Control & Improvement District and North Texas Municipal Water District.



Greta Zornes | REUSE LEAD

Greta is an international water reuse expert and CDM Smith's firmwide practice leader for both domestic and industrial reuse. She will assist the team with evaluating reuse potential and treatment needs for reuse end users.

- More than 20 years of experience in engineering and project management for planning, design, and commissioning of water reuse and treatment facilities.
- Start-up experience with recycled water facilities utilizing reverse osmosis and membrane bioreactor technologies.

Subconsultants



Jeff Snowden | FINANCE & ECONOMICS
CAPEX CONSULTING GROUP

Jeff is a principal with more than 16 years of experience in economic and financial analysis, project management, and lending. He has worked on a variety of infrastructure projects valued at over \$1 billion.

- Worked with over 70 public and private sector clients developing water, wastewater, solid waste, air quality and cogeneration projects in the United States and Mexico.
- Numerous water and wastewater impact fee studies, long-term financial plans, and rate studies, for Texas municipalities, including Cotulla, Alton, Brownsville, and Carrizo Springs.



Steven Mouser | ELECTRICAL ENGINEERING
GRUBB ENGINEERING

Steven is a senior project manager, responsible for the preparation of contract drawings, specifications and cost estimates for the design of water facilities, wastewater facilities and lift stations.

- Over 15 years of experience in the design and management of ground storage tanks, elevated storage tanks, lift stations and pump stations.
- Based in San Antonio and a member of IEEE, he has a solid project history working with southern Texas entities for the development, rehabilitation and construction of water and wastewater infrastructure.



Bonnie Doggett | ENVIRONMENTAL SERVICES
BLANTON AND ASSOCIATES

Bonnie is an environmental project manager with more than 18 years of project experience completing different levels of Section 404 Permitting and Texas Water Development

Board environmental documentation and performing numerous wetland delineations and T&E species surveys.

- Southern Texas clients include the San Antonio Water System, Bexar County Flood Control Division, and Canyon Regional Water Authority.
- Experienced with constraints analyses, permitting strategies, regulatory analyses, environmental assessments, site assessments, coordinating environmental field work, and state/federal agency coordination.



Jerry Shepherd | GEOTECHNICAL
ARIAS GEOPROFESSIONALS

Jerry is a senior project manager with over fifty years of engineering experience. He is responsible for geotechnical engineering reports and risk management for geotechnical engineering and construction materials testing.

- Specializes in geotechnical engineering on soft or marginal sites and expansive soil sites, with additional experience in embankment design, slope stability and soil mechanics.
- Southern Texas water facility experience includes work with the San Antonio Water System, the San Antonio River Authority and the Green Valley Utility District.



Jacob Oder, RPLS | LAND SURVEY
MAVERICK LAND SURVEYING

Jacob is a principal and project manager with nineteen years of experience, serving as a survey consultant to municipalities as well as a survey subconsultant on engineering consultant teams.

- Supervises projects throughout central and southern Texas and is pre-certified by TxDOT for survey, parcel plats, legal descriptions, right-of-way maps and horizontal and vertical control for aerial mapping.
- Extensive coordination with city departments pertaining to sewer and street-related projects, as well as coordinating with utility companies and SUE contractors' geophysical locations of underground utilities.



Gian Villarreal, PE, CFM | WATER RESOURCES
SEAGULL PME

Gian has 18 years of experience and specializes in watershed management, stream restoration, and surface water protection throughout Texas.

- Served in capacities ranging from technical reviewer/advisor to project manager or task lead for a variety of south Texas clients that include San Antonio River Authority, Bexar County, and the City of Bryan.
- Has been integral in the delivery of water and transportation infrastructure improvement projects and completion of guidance manuals, studies, and plans.

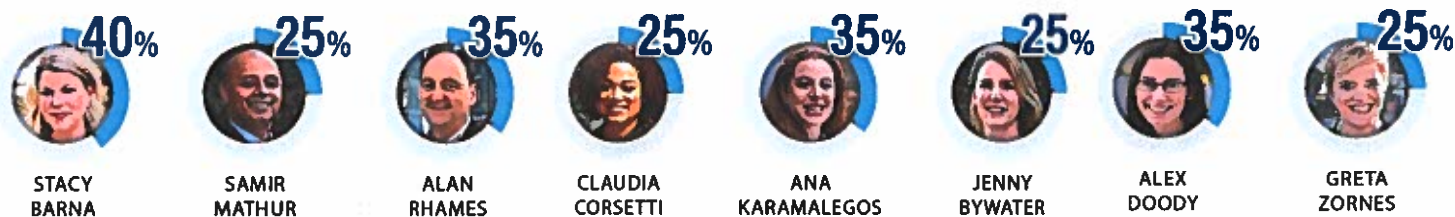
AVAILABILITY OF KEY PERSONNEL

CDM Smith has a deep bench of staff, 275 strong within Texas, who are available to help deliver the drainage and utility projects the City of Pearsall plans to undertake. Stacy Barna, based in the Austin office, will serve as the Program Administrator and primary contact for the City of Pearsall. She will be available, whenever needed, to discuss project needs and initiate project scoping and staffing.

The graphic below depicts the current availability of our team's key leaders. A particular aspect to note is that each person has the reliable access to our Texas staff, reassuring you that qualified resources can be readily committed so that the City's needs are met on a timely basis. This sort of flexibility is an essential match to on-call contracts, where projects often develop on short notice, have tighter delivery timeframes, and can require specialized expertise. So while our team leaders availability will naturally increase when forecasted over the term of the contract, it is essential to note that our total staff capacity provides ample accessibility to the right resources for specific projects as they are determined by the City.



CURRENT AVAILABILITY



EXPERIENCE WITH SIMILAR PROJECTS

With more than 40 years of history in Texas, CDM Smith has an extensive record of successful project delivery for municipalities across the state. We have served in both on-call and project-specific capacities for multiple small- to mid-sized communities, assisting growing municipalities to maintain and enhance their drainage, water, and wastewater infrastructure. The following examples highlight the successful projects comparable in scope to those anticipated for the City of Pearsall.

Representative Drainage Projects

Sixmile Creek Drainage Improvements

BEXAR COUNTY FLOOD CONTROL DISTRICT, TX

The proposed regional stormwater facilities (RSWF) improvements is widening the existing channel at the South Flores Street Bridge to improve stormwater and flood control flows in the Roosevelt Avenue to Moursund Boulevard reach. Proactive regulatory coordination commenced early during Phase 2 of the Sixmile Creek flood control improvements project. The project controls stormwater flows contributed by the Sixmile Creek tributary to the Upper San Antonio River watershed. The project further evaluated the efficiency of constructing a RSWF detention pond or a series of ponds to reduce FEMA floodplain elevations within the South Flores Boulevard reach located along residential areas.

An approved Section 404 Nationwide Permit 14 (NWP-14), for Linear Transportation Projects, was necessary prior to construction for this proposed project for the raising and construction of the South Flores Street Bridge and proposed Sixmile Creek channel improvements.



A NWP-14 Pre-Construction Notification (PCN) was filed with USACE. Concurrently, a Section 401 water quality certification was obtained from the TCEQ.

A Jurisdictional Determination (JD) was conducted as part of the Master Drainage Plan effort to identify potential downstream "Waters of the United States". The JD identified jurisdictional waters and wetlands found adjacent to Sixmile Creek in the natural channel waters that flow onto the Stinson Airport property. Sixmile Creek waters were delineated to determine ordinary high water marks (OHWM) within the USACE Section 404 jurisdiction. A draft JD report was prepared for Bexar County review and comment and was then submitted to USACE.

The CDM Smith team evaluated the need to protect cultural, historical, and biological resources located within the Sixmile Creek project vicinity and to comply with NEPA requirements. To facilitate this effort, our team worked with the USACE and the other NEPA agencies that include U.S. Fish and Wildlife Service (USFWS), Texas Parks and Wildlife Department (TPWD), Texas Historical Commission (THC), FEMA, and TCEQ, among others. Two independent studies were also performed to comply with NEPA due diligence requirements included a cultural resources investigation and a geological karst feature survey. No significant impacts of NEPA resources were identified within the Sixmile Creek area.

SARA General Engineering and Stormwater Services

SAN ANTONIO RIVER AUTHORITY, TX

Under a general services IDIQ contract, CDM Smith is responsible for responding to requests from SARA to provide a variety of review, design, and construction services to address issues associated with the Authority's utilities, treatment, master planning, electrical, structural, surveying, constructability, parks, flood control, environmental, sustainable site development, and architectural needs.

To date, CDM Smith has successfully responded to and is performing the following tasks for SARA:

- **Low-Impact Development Manual Update.** CDM Smith prepared report sections on treatment train devices for SARA that were incorporated into the SARA Low-Impact Development Guidance manual (LID Manual). The "Treatment Train Design" section was provided an in-depth understanding of the benefit and design of treatment train devices. The section was prepared to be consistent with the SARA LID Manual and outlined a process for selection, sizing, and design of treatment train systems. The section focused on LID devices and required coordinating with SARA to make ensure critical components were identified and incorporated flexibility of design and selection. CDM Smith also developed a decision matrix to outline the process and decisions or the selection, sizing, and design of treatment train facilities.
- **Watershed Assessment in the High Growth Center, Texas A&M University San Antonio (TAMUSA).** CDM Smith assessed the watershed to better understand the impacts of development and of mitigation efforts on flooding and downstream water quality in the city. The proposed mitigation efforts are consistent with proposals included in the San Antonio Comprehensive Plan and with watershed BMPs for stormwater parks, open space, LID, etc. This project also assessed the existing flooding and water quality conditions and compare to future conditions. More specifically, the impacts to flooding and water quality of four future development and climate change scenarios will be modeled using the available hydrology and hydraulics (HEC-RAS) models and water quality model software (HSPF).
- **Facility Structural and Electrical Review.** CDM Smith is performing a structural and electrical review of SARA's Engineering Office and Regional Environmental Laboratory, which was recently vacated by a former tenant. SARA is remodeling the space to accommodate additional SARA staff and wanted to confirm the existing design would be adequate for SARA's proposed modifications.



Representative Wastewater Utilities Projects

Pecan Branch Wastewater Treatment Plant

CITY OF GEORGETOWN, TX

CDM Smith originally designed the 1.5 mgd Pecan Branch WWTP, which was constructed in 2002. Since start-up, the facility has maintained a permit effluent limit of 5/5/2/1 (BOD/TSS/ammonia/total phosphorus). Prompted by population growth in the area, the City retained CDM Smith to design the \$10.6 million expansion of the plant to 3.0 mgd. The design included the expansion of the on-site submersible lift station and the addition of a coarse mechanical bar screen upstream of the lift station to remove rags and reduce maintenance on the pumps. The project included civil and process mechanical design of the entire plant, including development of the plant site, yard piping, hydraulics, headworks, aeration systems, UV systems, and structure placement. Effluent from the plant is pumped to irrigate the Sun City golf courses. CDM Smith provided design and construction phase services including coordination among electrical, automation, building mechanical, and structural staff.



Wastewater Treatment Plant Aeration Upgrades

BELL COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT #1, TX

CDM Smith led the aeration improvements to Bell County WCID #1's 18 mgd Wastewater Treatment Plant 1, which will replace one 500-HP low voltage multistage blower with two magnetic bearing turbo blowers to provide additional aeration capacity. The upgrades include modification to the existing MOV control strategy to a flow-based MOV control scheme, such that the new blowers and the two remaining existing blowers modulate to a flow set point calculated based on air demand required to meet DO set points in the aeration basins. The project included pre-selection to obtain competitive bids for magnetic bearing direct drive turbo blowers and integrally geared turbo blowers.

Representative Water Utilities Projects

Stillhouse Water Treatment Plant & Transmission Main

BELL COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT #1, TX

Bell County Water Control and Improvement District No. 1 contracted with CDM Smith to design the new 17 mgd Stillhouse WTP to supplement the capacity of its existing Belton WTP. CDM Smith assisted the District in site identification and preliminary discussions with stakeholders and USACE. To meet disinfection requirements, the plant was designed to include a gaseous chlorine storage and feed facility. Approval of the intake on Lake Stillhouse and the treated water pipeline alignment also required close coordination with the USACE Lake Manager. CDM Smith worked with the operations and regulatory branch to develop a plan that met USACE's anti-segmentation policy, the regulatory requirements of the 404 permit, and the mitigation required to finalize the easement Agreement. The water treatment plant is connected to the District's customers with a 50,000-ft-long transmission main that travels through many terrains in Bell County. The design of the pipeline has been completed, while the complex work involved with acquisition of easements and approval by many regulatory agencies is in progress.



Round Rock 1.5 MG Reservoir, High-Service Pump Station, and General Rehabilitation

CITY OF ROUND ROCK, TX

CDM Smith was selected to design a 1.5 MG ground storage reservoir and additional improvements to the high-service pump station associated with the project. CDM Smith began by performing a peer review on the city's *2007 Water Distribution System Master Plan Update* and ultimately recommended the construction of additional 5.0 MG ground storage at the existing Round Rock water treatment plant. CDM Smith reviewed the existing hydraulic water model and developed a diurnal demand curve for the distribution system based on the max day demand and determined a peaking factor (ratio peak hour flow to the average day flow).

Based on our analysis, we recommended one additional ground storage reservoir with a capacity of 1.5 MG to meet the plant's ultimate design capacity. We also determined the proposed layout of the storage tank could be built on the existing plant site, thereby avoiding the purchase of additional land from the adjacent property owner, Texas Crushed Stone and reducing overall cost of construction and other long-term maintenance costs. Other aspects to the project included designing belt filter press rehabilitation, sludge collection equipment modifications to the existing sedimentation basins, and metering system improvements.



Representative Distribution/Collection Projects

Northern Regional Water System Pipeline

BRAZOSPORT WATER AUTHORITY, TX

The Brazosport Water Authority (BWA) Northern Regional Pipeline is a potable water transmission project which extended the reach of the BWA water system from Angleton, Texas about 35 miles northwest to Rosenberg, Texas. The project included approximately 110,000 linear feet (LF) of 24-in pipe, 37,600 LF of 30-in pipe, 48,000 LF of 42-in pipe, a five MG ground storage reservoir and a 5.7 MGD potable water pump station. The pipeline presented design challenges including dozens of horizontal directionally drilled water body crossings, including creeks, canals, ponds, and a half-mile pipe pull under the Brazos River. Also included were crossings of natural gas collection lines, oil pipelines, other potable water lines, high voltage overhead electric transmission lines and other obstacles. A portion of the pipeline was installed in Texas Department of Transportation (TxDOT) right-of-way.

CDM Smith was the program manager for the entire project and was responsible for coordination of subconsultants, acquisition of easements, preparation of construction plans and specifications, preparation of contract documents, permit acquisition, coordination of the bidding process (for six separate bids), assisting BWA with contract execution and for performing construction phase services. All pipeline segment construction was completed in 2018.



Berry Creek Interceptor, Phase 1

CITY OF GEORGETOWN, TX

The Georgetown Berry Creek Interceptor (BCI), conveys wastewater flow from the Sun City lift station to the Pecan Branch Wastewater Treatment Plant. The need for the BCI project was identified in the Georgetown wastewater master plan prepared by CDM Smith in 2005. The available capacity in the existing gravity lines and force mains was insufficient to serve the expected growth in the northwest area of Georgetown.



Phase 1 consisted of approximately 16,000 feet of 30-inch and 36-inch gravity sewer designed to convey a peak wet weather flow of 14 mgd. The pipeline route ran along a geologically complex alignment which included a mixture of alluvial soil and rock, and included three street crossings as well as several bored creek crossings. Design challenges included accommodating multiple pipe conflicts with an existing wastewater line (to be abandoned), accommodating a switchover of services from the existing line to the new wastewater line and addressing widely varying geologic conditions. Construction was completed in January 2020, and the line placed into service in March at a cost of approximately \$5.5M.

Highway 47 Water Transmission Main, Phase A

CITY OF BRYAN, TX

CDM Smith is currently providing design, bidding, and general services during construction for the SH 47 Water Transmission Line—a 38,000 LF, 18-inch line to provide service from Leonard Road along SH 47 and SH 21 to FM 2818. That work, to be conducted in two phases (Phases A & B), includes extensive coordination with the City and TxDOT. For Phase A, now completed, CDM Smith coordinated the surveying, geotechnical and environmental services required to complete the design.

Phase A consisted of the construction of 9,200 linear feet of 18-inch potable water transmission main and was bid as a separate package from the remainder of the alignment. It was constructed primarily in TxDOT right-of-way and completed in November 2019. Design challenges included accommodating fiber optic cable conflicts and design of approximately 1,030 linear feet of bored casing 36" installation. We anticipate initiating design of Phase B for the remainder of the transmission main soon in 2020, upon resolution of easement issues.

Representative Reuse Projects

Wichita Falls Indirect Potable Reuse Project

CITY OF WICHITA FALLS, TX

Wichita Falls was one of the first cities in Texas to have implemented reuse projects to bolster drinking water supplies. (The west Texas town of Big Spring implemented a reuse program in early 2014.) Due to long-lasting drought conditions and diminishing lake levels, the City evaluated using wastewater treatment plant effluent from their River Road WWTP as a water source for either indirect potable reuse (IPR) or direct potable reuse (DPR). For IPR alternatives, water quality modeling was performed to quantify impacts on lake storage and water use yields of both alternatives and concluded that advanced treatment will only be required for phosphorus removal to meet the City's permit limits. CDM Smith evaluated capital and O&M costs, and noneconomic factors for each alternative, and presented a detailed report of the study. It was recommended that 16 mgd of reclaimed water from the River Road Wastewater Treatment Plant be diverted to Lake Arrowhead via five miles of 36-inch ductile iron pipe and 12 miles of 32-inch high-density polyethylene pipeline that was re-purposed after the temporary direct potable reuse system was deconstructed.



CDM Smith worked closely with TCEQ to work through permitting challenges and received a Texas Pollutant Discharge Elimination System (TPDES) Major Amendment of Permit. The application was submitted in December 2013 and finalized in August 2014. CDM Smith conducted water quality modeling to advance discussions with TCEQ in establishing the permit limit parameters. Following the modeling efforts, CDM Smith successfully obtained a new discharge permit. Key components included design improvements to the River Road WWTP to meet the new phosphorus permit limit of 0.5 mg/L. CDM Smith conducted an extensive evaluation to compare the feasibility of implementing biological phosphorus removal versus chemical phosphorus removal at the River Road WWTP. The design also included a new sidestream oxygen injection system for reaeration, and a new 16 mgd effluent pump station and 17 miles of pipeline to transport the reclaim water to Lake Arrowhead.

CDM Smith also provided Clean Water State Revolving Fund (CWSRF) assistance for all project funding. Ultimately, this project set the groundwork for shoring up the City's water supplies under drought conditions.

South Laredo Wastewater Treatment Plant Expansion-Reuse Feasibility Study

CITY OF LAREDO, TX

CDM Smith is currently designing the South Laredo Wastewater Treatment Plant Expansion. Recently, the City amended the scope to include identification of potential reuse supply options and customers including reclaimed water from the SLWWTP.



In recent years, water providers across Texas have been developing reuse supplies to diversify and meet increasing demands. Given continued growth and associated increases in demand and a desire to efficiently use the City's water resources, the City has requested CDM Smith initiate a Reuse Feasibility Study to assess the feasibility and cost effectiveness of meeting an increased portion of the City's water demands with reclaimed water. This feasibility study will evaluate the following reclaimed water supply options: direct potable reuse (DPR), indirect potable reuse (IPR), an expanded reclaimed water system at the SLWWTP, North Laredo WWTP and Manadas WWTP, and collection system scalping/mining. While the study is ramping up, this study is a strong example of the reuse support we anticipate providing to Pearsall as part of the on-call. The experience of the CDM Smith team will be additionally bolstered with the particular insight of reuse issues within a Texas community context.

The reuse feasibility study tasks consist of data collection and review of existing facilities and related City documents, identification of reclaimed water opportunities for existing conditions, identification of reclaimed water opportunities for future development, identification of IPR, DPR and collection system scalping/mining opportunities, development of budgetary cost opinions, identification of benefits, issues and constraints for reuse projects, and a summary of the work in a feasibility report.

Representative Flood Control Projects

Harris County Watershed Master Plan

HARRIS COUNTY FLOOD CONTROL DISTRICT, TX

CDM Smith provided technical leadership to HCFCD and a consortium of local consulting firms analyzing and developing flood control and ecosystem restoration and management recommendations for 22 watersheds in Harris County. The consulting team was charged with formulating flood management solutions to address flooding from Tropical Storm Allison and to plan for facilities to manage ultimate development of the County.

Plan support included:

- Dynamic HEC HMS and RAS models
- Volume-time Detention Evaluations and the VT Tool, which is software to design stormwater detention basins according to the Volume-Time design procedure.
- FEMA related support and DFIRMs
- KW-Tool – a program that queries the project GIS and computes Kinematic Wave parameters for use in HEC-HMS.
- Cost Tool – an Excel-based program to calculate costs of channel improvements and regional detention facilities.



Risk MAP Program & FEMA/CTP Floodplain Mapping On-Call Support

COLORADO WATER CONSERVATION BOARD, CO

CDM Smith is providing the Colorado Water Conservation Board (CWCB) on-call support as a Cooperating Technical Partner (CTP) for Federal Emergency Management Agency's (FEMA) Risk Mapping, Assessment, and Planning (Risk MAP) program. CDM Smith supports CWCB's floodplain studies by performing floodplain mapping guidance and support, which includes developing flood risk products, providing community outreach, implementing regulatory products, and identifying potential flood risk mitigation strategies specific to Colorado.



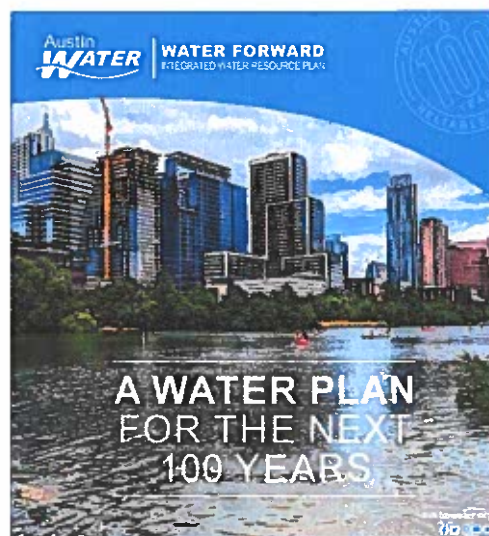
CWCB acts the CTP and manages the FEMA's Risk MAP program for the State of Colorado. With a small in-house staff, CWCB depends on contractors to assist in all aspects of the Risk MAP program by identifying potential studies through community engagement, data collection and development; executing floodplain mapping studies; developing flood risk products; and engaging communities to implement regulatory products while identifying potential flood risk mitigation strategies. As is the nature of on-call contracts, CWCB needs are dynamic, and CDM Smith's demonstrated success as an on-call consultant, coupled with experience as a FEMA contractor and insight into FEMA standards/guidelines have proven critical to our ability to respond quickly without impacting quality or budget.

Representative Water Planning Projects

Austin Integrated Water Resources Plan

CITY OF AUSTIN, TX

The City of Austin's water supply from the Colorado River is vulnerable to droughts and long-term climate change. As the City continues to grow, the stresses placed on its water resources and infrastructure are compounded. CDM Smith has completed its preparation of the City's first Integrated Water Resources Plan (IWRP). The IWRP represents Austin's 100-year plan for diversification of its water supply, with emphasis on long-term sustainability and climate resiliency. As part of this project, CDM Smith:



- Developed the overall framework and evaluation methodology for how alternatives would be compared and ranked.
- Facilitated IWRP guiding principles and evaluation criteria among Austin Water staff and a Citizen Task Force.
- Conducted statistical water demand analyses to determine impacts of weather and long-term climate change on future use.
- Evaluated water conservation options.
- Used GIS to spatially locate where lot-scale reuse and stormwater capture could occur and how big of a water demand offset would be possible.
- Conceptualized alternative water supplies in terms of yield and cost, including ASR, indirect and direct potable reuse, and desalination.
- Developed user-friendly fact sheets for conservation and supply options.
- Developed initial portfolios of demand and supply options and evaluated the overall performance using decision analysis.
- Based on analysis of initial portfolios, recommend two hybrid portfolios.
- Conducted four public workshops for input in IWRP.
- Assisted in development of an adaptive management approach for implementing recommendations in a phased approach.

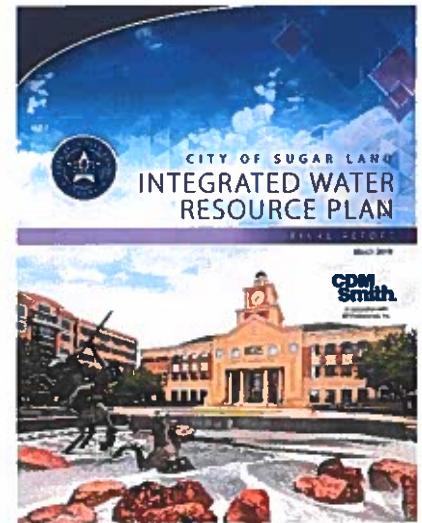
The IWRP was adopted by Austin's City Council in November 2018, with 100 percent consensus from a Citizen Task Force on the plan's development and recommendations. The plan sets Austin's long-term vision for achieving water sustainability and climate resiliency for the next 100 years, and specifically recommends implementation of projects and programs for the next 10, 20, and 40 years.

Integrated Water Resource Plan

CITY OF SUGAR LAND, TX

CDM Smith worked with the City of Sugar Land to identify a combination of capital projects, management strategies, and policies that will be both cost-effective and sustainable to meet the future water needs for the City. The IWRP will provide roadmap for short and long-term water supply strategies to assist the City and the surrounding communities in meeting anticipated groundwater, surface water, and reclaimed water sources needs.

CDM Smith worked in tandem with City staff, the Council task force, and a citizen task force to develop objectives and performance metrics. Demand estimates were refined for indoor and outdoor uses to help frame a gap analysis for existing supplies and future residential, commercial, and irrigation needs. Ultimately, CDM Smith developed options and utilized a decision support model to evaluate portfolios of options to best meet the City's objectives. The team developed solutions to improve system reliability and refine the timing of major infrastructure improvements; plan the best use of the City's water resources— especially reclaimed and raw water sources; and further define the City's role as a regional water supplier. The final report was completed in 2018.



REFERENCES

PROJECT NAME	CLIENT REFERENCE	KEY PERSONNEL
SARA General Engineering & Stormwater Services	Abigail Bush, Watershed Engineering Manager, 210.227.1373 San Antonio River Authority	- Alan Rhames - Gian Villarreal
Pecan Branch Wastewater Treatment Plant Expansion	Michael Hallmark, CIP Manager, 512.931.7698 City of Georgetown	- Ana Karamalegos - Gian Villarreal
Stillhouse Water Treatment Plant & Transmission Main	Ricky Garrett, General Manager, 254.501.9243 Bell County WCID #1	- Alan Rhames - Ana Karamalegos - Claudia Corsetti
Round Rock 1.5 MG Reservoir, Pump Station, and General Rehabilitation	Michael Thane, Water Utility Director, 512.218.3236 City of Round Rock	- Ana Karamalegos - Alex Doody
Northern Regional Water System Pipeline	Ronnie Woodruff, General Manager, 979.297.2715 Brazosport Water Authority	- Alan Rhames - Ana Karamalegos - Samir Mathur
Berry Creek Interceptor, Ph. 1	Michael Hallmark, CIP Manager, 512.931.7698 City of Georgetown	- Alan Rhames - Ana Karamalegos - Alex Doody
Highway 47 Water Transmission Main, Phase A	Bill Riley, Water Utilities CIP Coordinator, 979.209.5910 City of Bryan	- Alan Rhames - Claudia Corsetti
South Laredo WWTP Expansion– Reuse Feasibility Study	Riazul Mia, Director of Utilities, 956.794.1650 City of Laredo	- Stacy Barna - Greta Zornes
Austin Integrated Water Resource Plan	Theresa Lutes, Austin Water Managing Engineer, 512.972.0179 City of Austin	Jenny Bywater
Sugar Land Integrated Water Resource Plan	Katie Clayton, Water Resources Manager, 281.275.2083 City of Sugar Land	Jenny Bywater
Wichita Falls Indirect Potable Reuse Study	Russell Schrieber, Director of Public Works; 940.761.7477 City of Wichita Falls	Samir Mathur



Stacy Barna

PROGRAM ADMINISTRATOR

Ms. Barna has 24 years of comprehensive experience in multiple areas of drinking water, wastewater, and financial assistance programs. Her experience and areas of specialty includes water system regulatory compliance, project planning, project financing, and system enhancement via asset management and sustainability initiatives. She

has experience developing and implementing a variety of federal and state regulations, laws, rules, programs, and policies. She worked at the Texas Water Development Board from 2009-2015 where she coordinated and completed numerous financial assistance applications and managed all documentation and budgets.

Program Manager, Cotulla Water & Wastewater System Improvements Program, Cotulla, TX (Prior to CDM Smith).

Ms. Barna served as the program manager for the City of Cotulla's water and wastewater improvements program. The program included receiving financing through the Drinking Water and Clean Water State Revolving Funds (DWSRF and CWSRF) to construct water system improvements, wastewater collection system extensions and improvements to the existing wastewater treatment plant. Ms. Barna oversaw completion of the financial assistance applications and Engineering Feasibility Reports for TWDB approval, and coordinated with subconsultants for the completion of survey and environmental information documents. The wastewater project scope included 10 miles of new collections system mains, new dewatering facilities at the wastewater treatment plant, and a new screening facility for the wastewater treatment plant while the drinking water scope included 10 miles of new waterline, pump station improvements, and a new elevated storage tank. Prior to Ms. Barna's departure, she oversaw detail plan and specification preparation to 90% completion for 10 miles of new waterline and 10 miles of new collection lines to connect the new terminal at the airport into the water and wastewater system.

Principal/Client Manager, Buried Asset System Inspection & Condition Assessment (BASICA) Rehabilitation Project, Trinity River Authority, TX (Prior to CDM Smith).

Ms. Barna served as the principal and client manager for the design of approximately 3,500 LF of point repair, replacement, cleaning and inspection, and/or rehabilitation of existing storm and in-plant drain pipelines ranging from 6-inch to 60-inch in diameter, considered high risk for failure. Additionally, two existing storm water ponds at the facility occasionally became contaminated with wastewater and biosolids. This contamination prevents TRA from being able to meet regulatory criteria when pumping to the storm water outfall. Scope included design of an additional piping system to allow the pump station to manage storm water contamination by connecting them to the in-plant sanitary sewer system.

Project Manager, Financial Assistance for Electrical Improvements at John F. Kubala Plant & Pierce Burch WTP Improvements, Arlington, TX (Prior to CDM Smith). Ms. Barna served as the project manager to develop and submit two

EXPERIENCE: 24 years

EDUCATION

Certificate, Governor's Executive Development Program, University of Texas

BS, Environmental Science, Rensselaer Polytechnic Institute

REGISTRATION & CERTIFICATIONS

AWWA Utility Risk & Resilience Certification

financial assistance applications for the City of Arlington for Drinking Water State Revolving Fund (DWSRF) Assistance. The combined total value of the funding assistance was over \$91M. Ms. Barna's role was to coordinate with City engineering and financial staff to complete all application components, attend meetings with and on behalf of the City with the TWDB, coordinate comments/responses to the TWDB, review specs for compliance language and coordinate completion of the Disadvantaged Business Enterprise forms/documents.

Project Manager, Financial Assistance Program/Project Management, Texas Water Development Board, TX (Prior to CDM Smith). Ms. Barna was responsible for the development and implementation of multiple state and federal financial assistance programs at the TWDB from 2009-2014. During 2014-2015, she oversaw Agency operations as the Assistant Executive Administrator. Ms. Barna was responsible for managing multiple staff and programs during her tenure with the TWDB and prior to that at Ohio EPA. She has extensive experience as an innovator in the funding programs, working diligently with communities, engineers and other financing agencies to determine the best financing options for communities to complete their water and wastewater projects.

Group Co-Chairperson, Alternative Financing & Public Outreach, Texas Water Infrastructure Coordination Committee, TX (Prior to CDM Smith). Ms. Barna led the creation and development of the group in 2010 and served as co-chair of the group through June 2015. TWICC is comprised of federal and state funders, regulators, technical assistance providers and water associations that collaborate to assist and finance water and wastewater projects in Texas. TWICC's purpose is to assist Texas communities with projects related to compliance, public health, water quality and quantity, replacement and growth. Ms. Barna dedicated a considerable amount of her time engaging and educating the public about TWICC and how it would benefit Texas water communities. She met with water systems and consultants, and was a regular presenter at local, statewide and national water conferences where she would outline the purpose and benefits of coordinating with TWICC. Her efforts resulted in the assistance of over 100 projects throughout the state.



Samir Mathur, PE, BCEE

TECHNICAL ADVISOR

Mr. Mathur is a senior vice president and senior environmental engineer with experience in analysis and design of water and wastewater treatment facilities, hazardous waste remediation, and water and groundwater modeling. Based in Dallas, Samir brings more than twenty years of experience assisting Texas municipalities with their water and wastewater infrastructure development.

EXPERIENCE: 25 years

EDUCATION

MS, Environmental Engineering, Carnegie Mellon University, 1995

MS, Physics, Birla Institute of Technology and Science, 1992

BS, Mechanical Engineering, Birla Institute of Technology and Science, 1992

REGISTRATION & CERTIFICATIONS

Professional Engineer: Texas, 1998

Board Certified Environmental Engineer (BCEE), American Academy of Environmental Engineers and Scientists

Lead Project Engineer, *Water Treatment Plant Expansion,* Terrell, Texas. Mr. Mathur served as the lead project engineer for the expansion of the City of Terrell Water Treatment Plant from 6 mgd to 10 mgd. He developed contract drawings and specifications for filtration improvements at the plant. He also supervised the design of the rapid mix, flocculation, sedimentation, chemicals, and sludge improvements. Mr. Mathur was responsible for coordinating the entire design effort that involved close coordination with other design disciplines.

Project Engineer, *Chemical Building Contract Drawings and Specifications,* Wichita Falls, Texas. Mr. Mathur developed contract drawings and specifications for a new Chemical Building at the Jasper Water Treatment Plant for the City of Wichita Falls, Texas. The project included the design of new storage and feed facilities for quick lime, chlorine, ammonia, ferric sulfate, phosphate, polymer, and hydrofluosilicic acid.

Project Engineer, *Chemical Building Contract Drawings and Specifications,* Wichita Falls, Texas. Mr. Mathur developed contract drawings and specifications for a new Chemical Building at the Jasper Water Treatment Plant for the City of Wichita Falls, Texas. The project included the design of new storage and feed facilities for quick lime, chlorine, ammonia, ferric sulfate, phosphate, polymer, and hydrofluosilicic acid.

Technical Advisor, *Lime System Improvements Project,* Ann Arbor, Michigan. This project involved the replacement of three continuous feed lime slakers at the 50-mgd Ann Arbor Water Treatment Plant. Mr. Mathur evaluated the alternatives for slaker replacement on a cost and non-cost basis. These alternatives included continuous, paste, and batch type slakers. Mr. Mathur also assisted in the detailed design of the new slakers which involved installing new slaker in a very limited area.

Technical Review, *Dewatering Facilities Improvements Project,* Village Creek Water Reclamation Plant, Fort Worth, Texas. Mr. Mathur is serving as the technical reviewer for this project that involves a technology evaluation of various dewatering technologies including belt filter presses, centrifuges, and screw presses. Currently, the biosolids are digested and then sent to belt filter presses and conditioned with lime prior to land application. This project evaluates the feasibility of alternate methods for dewatering prior to drying the biosolids in the future.

Technical Review, *GCA Bayport Facility Projects,* Pasadena, Texas. Mr. Mathur served as a technical reviewer for the Bayport Facility's Organics Improvements Project and as a technical advisor for Clarifier 7 mechanism emergency repairs.

Design Manager, *Sims Bayou North and South Wastewater Treatment Plant Improvements,* Houston, Texas. Mr. Mathur evaluated the existing Sims Bayou South WWTP and provided recommendations for improvements to the facility. He was responsible for evaluating specific issues affecting the aeration system, and ultimately recommended replacing the facility's single stage blowers to enhance efficiency of the facility. Mr. Mathur also supported the design of the Sims Bayou North new single stage centrifugal blower building facility (including blower room, storage room, and electrical room) and related main air header piping system and new branch headers for dissolved oxygen / air rate flow control.

Design Manager, *Phase III Solids Improvements Project for CRWS Wastewater Treatment Plant,* Grand Prairie, Texas. Mr. Mathur is serving as the design manager for the Phase III Solids Improvements Project at TRAs Central Regional Wastewater System WWTP. This project includes construction of a new biosolids stabilization treatment process at this 162 mgd WWTP to replace the existing lime stabilization process.



Alan Rhames, PE

CONVEYANCE/DRAINAGE LEAD

Mr. Rhames is a senior project manager with 33 years of experience managing, planning, designing, permitting, and constructing a wide array of water and wastewater infrastructure projects. Throughout his career, Mr. Rhames has successfully served in a variety of design, leadership, and review roles to

implement solutions related to collection, conveyance, pumping, and treatment systems over the past three decades throughout central Texas. As a result, he has tremendous insight into local construction practices, geology, and commonly used materials and methods.

Project Manager/Project Engineer, Stillhouse Water Treatment Plant Transmission Main, Bell County WCID #1, Texas. Mr. Rhames is serving as project manager and project engineer for the design and construction of 52,400 LF of 36-inch pipeline and is responsible for directing the project team in all phases of the project from design through construction. In addition to routine pipeline construction, the project includes multiple conventional cased bores (36" pipe in 48" casing) at TxDOT road crossings. Improvements also include an HDD trenchless installation (1200-feet in length) of fusible PVC pipe under the Lampasas River.

Other key duties include design, cost estimating, bidding services and construction administration, (submittal reviews, responses and pay requests reviews). The design phase is approximately 80% complete and key challenges include extremely hilly terrain and over 300 feet of elevation change along the pipe alignment.

Project Manager, Crosstown Tunnel Odor Control Facility, City of Austin, Texas. Mr. Rhames is serving as project manager for the planning, design and construction of an Odor Control Facility serving the City of Austin Crosstown Tunnel. The tunnel collects wastewater generated throughout most of north Austin and conveys it to the Walnut Creek Wastewater Treatment Plant east of US. 183. Flow is collected from individual basin interceptors at drop shafts along the tunnel alignment and the City has received numerous odor complaints from residents living near these shaft locations. CDM Smith recently completed a study evaluating odor control technology options, preparing preliminary cost estimates, determining what shaft locations might be feasible for the odor control installation.

Project Manager/Project Engineer, Cedar Breaks to Pastor Dedicated Water Line, City of Georgetown, Texas. Mr. Rhames is serving as both project manager and project engineer for a 11,500-foot portable water transmission main located in Georgetown, Texas. His duties include design, preparation of specifications and bid documents, cost estimating, bidding services and construction phase services including review of submittals, addressing requests for information and reviewing pay requests. He also assisted with the selection of the pipeline

EXPERIENCE: 33 years

EDUCATION

MS, Environmental Engineering, The University of Texas at Austin, 1991

BS, Civil Engineering, The University of Texas at Austin, 1985

REGISTRATION & CERTIFICATIONS

Professional Engineer: Texas (1992)

alignment and identifying solutions to mitigate anticipated Karst solution voids. The project includes approximately 11,200 LF of 24-inch pipe, about 300 feet of 24-inch pipe, vaults, valves, traffic control, plus a 994 LF of horizontal directional drill (24" pipe) under the middle San Gabriel River.

Project Manager/Project Engineer, BWA Northern Regional Pipeline – Segment 1, Brazosport Water Authority, Texas.

Mr. Rhames is serving as both project manager and project engineer for a \$6.9M pipeline segment in Brazoria County, Texas. His duties include design, preparation of specifications and bid documents, cost estimating, bidding services and construction phase services including review of submittals, addressing requests for information and reviewing pay requests. He also assisted with identification of easement requirements (both temporary and permanent) and easement acquisition. Segment 1 includes approximately 23,000 LF of 42-inch pipe, about 2,400 feet of 24-inch pipe, vaults, valves, cased bores for County and TxDOT road crossings (42" pipe in 54" casing), traffic control, plus bores under flood protection levees and water bodies. Project challenges included design of over 1,400 total LF of 54-inch cased bore segments (two of which were over 350 feet in length), construction in clay and silty clay soil to depths up to 20 feet and construction on the side of an elevated roadway embankment. The project was completed in June 2018.

Mr. Rhames also served as a Quality Control Reviewer for four additional BWA Northern Regional Pipeline segments (2 through 5) encompassing about thirty miles of 24-, 30- and 42-inch pipeline. He also served as CDM Smith's lead technical representative during the construction phase for Segments 2 through 5. These segments contain more than two dozen cased bore installations, a half-mile long horizontal directional drill (HDD) installation of 24-inch fusible PVC pipe under the Brazos River and two other 24-inch HDD installations totaling 1,350 LF. Construction of Segments 2 through 5 reached substantial completion in July, 2018 at a cost of \$27M.



Claudia Corsetti, PE, CFM

FLOOD CONTROL LEAD

Ms. Corsetti is a civil engineer with nearly a decade of experience as an engineer and project manager. She has coordinated FEMA tasks; managed survey, terrain, hydrology, and hydraulic tasks; and managed tasks related to floodplain mapping update activities. Currently, she is tasked with managing various flood risk

reduction and water distribution projects throughout Texas. Ms. Corsetti's software skills include HEC-HMS, HEC-RAS, ArcGIS, StormCAD, AMANDA, AJERA, MS Station, Adobe Pro, Blue Beam, ProjectWise, ePM and Trello.

Project Manager, Tannehill Branch Creek Stormwater

Improvements, City of Austin, Texas. Ms. Corsetti is serving as the design engineer and project manager of the stormwater pond retrofit Preliminary Engineering Report (PER). The PER summarizes findings for retrofitting two existing stormwater impoundments which will serve as regional stormwater control measures in an urban watershed in the City of Austin. She is coordinating the survey findings, environmental constraint assessments, and hydraulic and hydrologic modeling. The objective is to understand the two facilities' ability to uptake nutrients, reduce pollution load, increase infiltration/recharge volume, reduce flood risks and potential to improve stream hydrology altered by urbanization. The watershed benefits of this project include enhanced water quality treatment, baseflow restoration, erosion mitigation and flood risk reduction.

Civil Engineer, FEMA FY 2019 Grant Reviews, Hazard Mitigation Plan Reviews and Hydraulic and Hydrology Tasks QC, Compass Team. Ms. Corsetti is a compass team member responsible for completing technical reviews related to flood risk reduction projects in FEMA Regions: II, III, V, VI and IX. She is tasked with making recommendations to FEMA, verifying assumptions related to pre/post mitigation efforts, and recreating cost benefit ratios using FEMA's BCA Tool versions 5.3 and 6.0 on each grant application; using FEMA guidelines to verify hazards, enforcement efforts, and make recommendations for plan approvals; and completing quality control checks for the HEC-HMS and HEC-RAS models of each community seeking Floodplain Mapping approval.

Engineer of Record, Harris County Flood Control District (HCFCD) Channel D140-04-00-X007 Maintenance Project, Houston, Texas. Ms. Corsetti is serving as the project engineer responsible for the design of the channel maintenance and repair work for 4,300 linear feet of drainage channel. The design included recommendations for replacement of outfalls, proposed new side slope interceptors, removal of silt to bring the channel back to originally designed flowline, slope stabilization repairs, and cost estimate.

Water Resources Project Manager, Multiple Floodplain and Flood Control Project, (Prior to CDM Smith).

Ms. Corsetti was responsible for coordinating FEMA engineering tasks of the Robert S. Kerr Reservoir, Oklahoma Base Level Engineering (BLE) study. She collaborated with communities to complete several Revised Preliminary Flood Insurance Rate Maps (FIRM)s in Central Texas and completed a Discovery Kick-off meeting in Spanish for the Planning Board of Puerto Rico (PBPR) in Ponce, Puerto Rico. While on the Compass team, she worked with staff to produce exhibits and provided technical-empathetic response to each citizen driven request. In addition, she deputy managed the floodplain mapping efforts for the San Antonio River Authority (SARA). These projects range in budgets of \$72,000 up to \$320,000. Highlights include:

Deputy Project Manager, Federal Emergency

Management Agency Region IV, (Prior to CDM Smith). Ms. Corsetti was deputy managing preliminary tasks related to floodplain mapping update activities of Hays County, Guadalupe County and Caldwell County watersheds. In the Revised Preliminary FIRM phase; contract is cost plus time and material with a starting budget of \$72,000. Main responsibilities included reviewing appeals' technical engineering data submittals and previous LOMRs for validity. Each appeal required evaluation of preliminary mapped floodplain's hydrology, hydraulics, terrain and USGS Gages for Onion Creek, Blanco River and San Marcos River watersheds.

Deputy Project Manager, San Antonio River Authority,

Medina and USAR, (Prior to CDM Smith). Ms. Corsetti managed survey, terrain, hydrology and hydraulic tasks related to the creation of FEMA FIRM for the San Antonio River Authority (SARA)'s Medina and Upper San Antonio River (USAR) Watersheds throughout the survey and terrain data collection phase, contract budgets for Medina and USAR of \$277,000 and \$320,000, respectively. Main responsibilities included reviewing financials such as invoices from sub consultants, and allocating internal resources for the performance delivery of Survey, Hydrology and Hydraulic tasks as it relates to FEMA's FIRM panel creation.

EXPERIENCE: 9 years

EDUCATION

BS, Civil Engineering, University of Texas at Austin, 2010

Certificate-McCombs Business Foundations, University of Texas at Austin, 2010

REGISTRATION & CERTIFICATIONS

Professional Engineer: Texas (2015)

Certified Floodplain Manager, Texas Floodplain Management Association



Alex Doody, PE, LEED® AP

WASTEWATER LEAD

Ms. Doody is an environmental engineer and project manager with twelve years of experience in water reclamation and water treatment process and mechanical design, wastewater process modeling and biosolids management. She has also conducted process and energy efficiency analyses for a variety of clients and facilities, and she has been a leader in CDM Smith's water reclamation community of practice and sustainability initiatives.

EXPERIENCE: 12 years

EDUCATION

MS - Civil and Environmental Engineering, Stanford University, 2007

BS - Chemistry, Rice University, 2006

BS - History, Rice University, 2006

REGISTRATION & CERTIFICATIONS

Professional Engineer: Texas (2012), Massachusetts (2016)

Leadership in Energy and Environmental Design (LEED®)
Accredited Professional

Project Technical Lead, Bell County WCID #1 Aeration

Upgrades, Killeen, Texas. Ms. Doody led design of aeration improvements to Bell County WCID #1's 18 mgd Wastewater Treatment Plant 1, which will replace one 500-HP low voltage multistage blower with two magnetic bearing turbo blowers to provide additional aeration capacity. The upgrades include modification to the existing MOV control strategy to a flow-based MOV control scheme, such that the new blowers and the two remaining existing blowers modulate to a flow set point calculated based on air demand required to meet DO set points in the aeration basins. The project included pre-selection to obtain competitive bids for magnetic bearing direct drive turbo blowers and integrally geared turbo blowers.

Project Technical Lead, Highway 84 Wastewater

Improvements – Lift Station Expansion and Force Main, Waco, Texas. Ms. Doody has served as project technical lead for expansion of the existing Church Road lift station from 1,100-gpm to 2,800-gpm, including installation of a new 1.5-mile long HDPE forcemain discharging to a new 2800-gpm intermediate lift station which will give the City flexibility to pump either to an existing force main or to a new 2.0-mile long HDPE force main discharging to an alternate location that has more interceptor capacity in the near term. The Church Road lift station wet well was expanded to ultimately accommodate a future flow of 7,800 gpm, thus giving the City the ability to continue expanding the lift station in stages. Ms. Doody led the design of the lift station improvements and also assisted with master planning evaluations to determine the optimal approach to phased lift station expansion to accommodate growth in the service area.

Project Manager, Church Road Lift Station Expansion

Evaluation, Waco, Texas. Ms. Doody served as project manager and project engineer for a lift station expansion for a fast-growing portion of the City's wastewater service area. Expanding the lift station poses unique design challenges, including high static head and a long forcemain to convey to the nearest wastewater treatment plant. Lift station expansion alternatives included two alternate forcemain routes and several alternatives for constructing a new wastewater treatment plant near the service area, which would reduce conveyance challenges, free up capacity in existing treatment

plant, increase the City's water supply resources, and offer the potential for providing reclaimed water to industrial users nearby. Ms. Doody also developed conceptual design criteria for a new wastewater treatment plant designed to meet stringent ammonia limits and coordinated with the regulatory agency regarding potential TPDES permit limits for various outfall locations.

Project Engineer, Thompson's Creek Wastewater Treatment

Plant Design, Bryan, Texas. For a new 2-mgd average daily flow (6 mgd peak flow) wastewater treatment plant in Bryan, Texas (\$15M estimated construction cost), Ms. Doody designed the aeration basins, blower aeration facility, ultraviolet disinfection system, the water reuse pump station, and the plant's drain pump station. This design effort included: calculating the required sizes of anoxic and oxic zones in the aeration basins; calculating aeration requirements for BOD removal and nitrification; preparing construction plans and equipment specifications, including for a high-speed direct drive turbo blower; developing the hydraulic calculations for the ultraviolet (UV) disinfection structure; developing pump and system curves for the reclaimed water pumps and non-potable plant water pumps; and designing a small chlorine gas feed system for adding a trace residual to the water reuse systems.

Project Engineer, San Gabriel Wastewater Treatment

Plant Wet Weather and Reclaimed Water Improvements, Georgetown, Texas. Ms. Doody developed system and pump curves for three pipeline connections at the San Gabriel Wastewater Treatment Plant for the city of Georgetown. She also aided with the design of a new wet weather equalization basin with coarse bubble diffusers.

Project Engineer, City of Garland Biosolids Improvement

Study, Garland, Texas. Ms. Doody analyzed the facility operating data to determine projected solids production at the two wastewater treatment facilities operated by the city of Garland. She developed a mass balance of the liquid and solids treatment trains for existing conditions at the biosolids processing facility. Ms. Doody also aided in preparing materials for a Technology Workshop on solids minimization and enhanced digestion techniques.



Greta Zornes, PhD

REUSE LEAD

Dr. Zornes serves as CDM Smith's practice leader for municipal reuse and industrial treatment. She is an environmental engineer and scientist with over 20 years of experience in engineering and project management for planning, design, and commissioning of water reuse and treatment facilities.

Dr. Zornes has start-up (commissioning / validation / optimization) experience with recycled water facilities utilizing Reverse Osmosis (RO) and Membrane Bioreactor (MBR) technologies. Her water treatment and recycling expertise includes commissioning and troubleshooting know-how for lime softening, ion exchange, thermal evaporation, and other unit processes. She is experienced with leading concept designs, alternatives analyses, chemical optimization studies, and other projects to improve water treatment systems. Dr. Zornes is experienced in multi-criteria analysis (MCA) for options evaluation, including MCA model development, facilitation of MCA workshops, and integration of stakeholder inputs.

Technical Advisor, South Laredo Wastewater Treatment Plant Expansion-Reuse Feasibility Study, City of Laredo, Texas. Greta is providing senior-level technical contributions and guidance for the reuse feasibility study, which is evaluating multiple reclaimed water supply options, direct potable reuse, indirect potable reuse, and expanded reclaimed water system at the SLWWTP, North Laredo WWTP and Manadas WWTP, as well as for collection system scalping/mining.

Environmental/Regulatory Commissioning Manager, Gippsland Water Factory, Traralgon, Victoria, Australia. As Environmental/Regulatory lead for commissioning of \$220M recycled water facility and industrial wastewater treatment scheme, Dr. Zornes led validation of the RO system and challenge testing of the MBR, chlorination, and chloramination systems. She developed sampling methods, plans, and procedures to support integrity testing and operations. In addition, Dr. Zornes led critical control point (CCP) definition/implementation and finalized the Recycled Water Quality Management Plan (RWQMP), to ensure safety of recycled water (and once approved by health regulators, allowed plant to be operational); included the first regulatory approval of total organic carbon (TOC) for online integrity monitoring of an RO system in Australia. She advised and led numerous environmental approval processes, including permitting of design/construction works, air quality modeling, noise permits, and chemical handling and containment. She also interfaced with the Victorian Environmental Protection Agency (EPA) and Department of Health to resolve permitting/compliance issues.

Recycled Water Lead, Branxton Wastewater Treatment Works, Hunter Treatment Alliance, NSW, Australia. Dr. Zornes led risk assessment and HACCP (Hazard Analysis and Critical Control Point) evaluations for 2-mld (0.5-mgd) MBR recycled water facility. She developed validation sampling plan and monitoring plan for recycled water quality.

EXPERIENCE: 20+ years

EDUCATION

Post-Doctoral Fellowship, The National Academies, Christine Mirzayan Science and Technology Policy Fellowship, Washington, D.C., 2008

PhD, Environmental Health Sciences, Tulane University School of Public Health, 2007

MS, Environmental Engineering, Manhattan College, 2000

BS, Environmental Science, University of Oklahoma, 1996

Project Engineer, Water Purification Scheme Alliance, ACTEW, Canberra, Australia. Dr. Zornes was involved in multiple aspects of the \$10M ACTEW recycled water preliminary design project, including selection of MF/RO/UV-AOP treatment train for the 50-mld (12-mgd) facility, development of mass balances and design criteria, preliminary process design and technical specifications, and selection of zero-liquid discharge strategies. She conducted multiple studies on TDS management by evaluating source water, water treatment facilities, wastewater treatment plants, industrial discharges, and other sources of TDS in the sewer network. Additionally, she conducted a study to determine appropriate initial users/uses for reuse water which included working with potential customers, stakeholders, and others and conducting MCA workshop.

Project Manager/Engineer, Farley WWTP Effluent Management Options Development & MCA, Hunter Water Corporation. Dr. Zornes led MCA to evaluate wastewater process and reuse treatment options. Key criteria included operability, environmental protection, effluent quality, constructability/flexibility, and ensuring regulatory compliance. She facilitated workshops to integrate and evaluate non-cost factors. Dr. Zornes combined whole-of-life cost factors with non-cost factors for ultimate cost/benefit analysis. She also developed concept design options for reuse treatment (dual reticulation scheme) given required water quality, mandated log removal values, and community perception/acceptance concerns. Dr. Zornes integrated planning with main wastewater treatment process was critical to optimize reuse alternatives and develop cost-effective, acceptable solutions.



Ana Karamalegos, PE, BCEE

WATER SERVICES LEAD

Ms. Karamalegos brings 14 years of experience as an environmental engineer specializing in the design and construction of water/wastewater treatment facilities, solid waste management, and permitting. She has provided a variety of water-related design and support services ranging from preliminary engineering reports, expansion/upgrade evaluations, facilities rehabilitation, to greenfield site designs.

EXPERIENCE: 14 years

EDUCATION

MS, *Environmental and Water Resources Engineering*, University of Texas at Austin, 2005

BE, *Chemical Engineering*, Vanderbilt University, (Cum Laude) 2003

REGISTRATION & CERTIFICATIONS

Professional Engineer: Texas, 2009

Project Management Professional (PMP), 2019

Board Certified Environmental Engineer (BCEE) American Academy of Environmental Engineers and Scientists

Deputy Project Manager & Engineer, North Austin Reservoir & Pump Station, City of Austin, Texas. The North Austin Reservoir is one of the oldest reservoirs in the City of Austin (COA) water distribution system, and due to the combination of infrastructure deficiencies and exceedance of service life, the City retained CDM Smith to perform preliminary engineering and design for improvements to the North Austin Reservoir and Pump Station. Ms. Karamalegos played a vital role in coordinating with the City, subcontractors, and internally to complete the necessary evaluations to determine the required improvements to the site to provide the City with adequate water storage and distribution: distribution water modeling, preliminary geotechnical evaluation, Phase I and Limited Phase II Environmental Site Assessment, and site condition assessment. Once these evaluations were completed, Ms. Karamalegos coordinated and completed the preliminary engineering phase for replacing the existing reservoir and pumping system with a new 8 MG reservoir and a new 50 MGD pump building, consisting of vertical turbine pumps.

Deputy Project Manager, Round Rock Water Treatment Plant Rehabilitation, City of Round Rock, Texas. Ms. Karamalegos served as the deputy project manager for the City of Round Rock Water Treatment Plant, 1.5 MG Clearwell and Miscellaneous Rehabilitation project. In addition to supporting the project manager, her duties have included the preparation of the preliminary engineering report and serving as a project engineer for the design of a new 1.5 MG clearwell; installation of an airburst system for the raw water intake; belt filter press rehabilitation; sludge collection equipment modifications to the existing sedimentation basins; high service pump station and metering system improvements; LAS feed system; managing all design disciplines and subconsultants; participating in coordination and QA/QC meetings and workshops; reporting cost and expenditure reports; and tracking the scope, budget and schedule.

Project Engineer, Lake Water Treatment Plant, Georgetown, Texas. Ms. Karamalegos worked on two expansion projects for the Lake Water Treatment Plant (WTP): Sun City Pump Station and Filter No. 10 project and Phase III expansion project. She focused on the expansion design of the Raw Water Pump Station, Treatment Structure (rapid mix, sedimentation, filtration), Waste Backwash System (settling basin, decant basin, recycle pump station, sludge pump station), Raw Water Pump Improvements at the Intake Structure, and Sun City Pump Station. Additionally, she assisted in the construction phase of the Sun City Pump Station and Filter No. 10 project, and she is expected to do the same for the Phase III expansion project.

Project Engineer and Manager, Stillhouse Water Treatment Plant, Bell County WCID No. 1, Texas. Ms. Karamalegos designed the treatment structure for the green-field 17 MGD water treatment plant as well as provided technical guidance for the other process mechanical areas, including the raw water intake structure and pump station. The project is currently in the construction phase, and Ms. Karamalegos is currently servicing as the construction phase project manager.

Project Engineer, North Regional Storage and Pumping Station, Brazosport Water Authority, Texas. This project included the construction of a new 5 MG wire wrapped prestressed concrete water storage tank, chemical storage and feed building, vertical turbine booster pump station, electrical building, and electrical, structural, site, yard piping, HVAC and instrumentation improvements. Ms. Karamalegos was the lead designer for the 5.7 MGD vertical turbine pump station as well as led the coordination effort for the overall improvements in order to complete the design phase effectively. She still maintains an active role on the project as it is in the construction phase, including the internal coordination for submittal reviews, requests for information, etc.



Jenny Bywater, PE

WATER PLANNING LEAD

Ms. Bywater is a water resources engineer with experience with integrated water resource planning, modeling hydraulic wastewater and stormwater collection systems, and addressing stormwater regulatory issues.

EXPERIENCE: 13 years

EDUCATION

M Phil, Engineering for Sustainable Development, University of Cambridge (UK), 2009

M Eng, Environmental Engineering, Massachusetts Institute of Technology, 2006

BS, Civil and Environmental Engineering, University of Washington, 2005

REGISTRATION & CERTIFICATIONS

Professional Engineer (Civil):

Louisiana (2012), California (2008)

Project Engineer, City of Sugar Land Integrated Water Resources Plan, City of Sugar Land, Texas. Ms. Bywater is leading the development of a decision support model used to identify a combination of capital projects, management strategies and policies that will cost-effectively and reliably meet the future water needs and regulatory restrictions on groundwater withdrawals as part of an integrated planning process.

Project Engineer, Austin Water Integrated Water Resource Plan, City of Austin, Texas. Ms. Bywater helped to finalize portfolio scoring and document the project process for Austin's Water Forward Integrated Water Resource Plan which provides a 100-year plan to increase the sustainability, reliability and diversity of Austin's water supplies.

Project Engineer, Georgia Statewide Water Plan, Georgia Environmental Protection Division (EPD), Georgia. CDM Smith provided technical direction to the Georgia EPD and six Regional Water Planning Councils for updates to their Regional Water Plans. Ms. Bywater was the lead writer of a water and wastewater forecasting technical memorandum for each of the six councils. She also compiled data from outside experts into a comprehensive gap analysis for each council comparing available water resources to projected future water resource needs. She is continuing to support the Councils in the promotion and implementation of the revised plans.

Project Engineer, Northern Integrated Supply Project, Northern Colorado Water Conservancy District. Ms. Bywater is helping to finalize the Water Resources Technical Report as part of the Final Environmental Impact Statement for a project aimed at providing 40,000 acre-feet per year of reliable new firm yield for the Northern Colorado Water Conservancy District.

Project Engineer, South Carolina Surface Water Availability Assessment, State of South Carolina. CDM Smith was selected to develop a series of models to assist with basin wide surface water planning and management. The models are capable of accurately simulating stream flows and complex reservoir operations over the historical inflow record for a given set of

demands, operating rules and facilities. Ms. Bywater performed quality assurance checks on the collection and analysis of hydrologic and water use data in the development of unimpaired flows throughout the State. These datasets serve as a main model input for the eight basin wide models.

Project Team Member, Utility Climate Resiliency Study, Metropolitan North Georgia Water Planning District (MNGWPD), Atlanta, Georgia. CDM Smith was selected by the MNGWPD to assess the potential impacts of climate variability on water resources and infrastructure within the 15-County Atlanta metropolitan area. Ms. Bywater compiled information from the team of engineers into the draft and final reports as well as assisting with the development of a suite of potential adaptive strategies to address the identified vulnerabilities in the areas of water supply, water demand, water quality, watershed impacts and infrastructure.

Project Engineer, Pinellas County Integrated Water Resources Management Plan, Pinellas County, Florida. Ms. Bywater was the main engineer developing a model to simulate the behavior and interactions of the receiving waters, water supply, wastewater, stormwater, and reclaimed water programs within the study area. The model's purpose was to explore trade-offs, such as between cost and reliability, to inform decisions about future project alternatives.

Project Engineer, Southeast Oklahoma Raw Water Supply Plan, Oklahoma. Ms. Bywater helped develop a dynamic water availability model that ultimately included eight reservoirs and a simulated withdrawal from a free-flowing river. The model was used to evaluate the reliability and economics of various management strategies for normal and drought conditions. The model considered municipal demands, historic water agreements, raw water pumping and conveyance, instream flow requirements, lake level constraints, and complex reservoir operating rules. It evolved through the planning process, and ultimately was selected by all parties as the foundation for technical decisions in a historic water agreement between two Native American Tribes, the State of Oklahoma, and Oklahoma City.



Jeff Snowden

PROJECT FINANCE AND ECONOMICS

Mr. Snowden is a principal at Capex Consulting Group. He has worked with more than 70 public and private sector clients while developing and implementing water, wastewater, solid waste, air quality and cogeneration projects in the United States and Mexico. He has established effective working relationships with project teams consisting of

municipalities, engineers, financial advisors, ratings agencies and various state, federal and bi-national co-financing institutions. Mr. Snowden has a successful track record in the development of strategic and viable project financing structures. He possesses more than 16 years of experience in economic and financial analysis, project management, and lending; he has worked directly on a variety of infrastructure projects valued at over \$1 billion.



EXPERIENCE: 16 years

EDUCATION

MBA, Business

Administration, University of Texas at San Antonio, 2000

BA, Economics, Texas A&M University, 1991

Summary of Infrastructure-Texas Public Sector Experience

- Cotulla, Texas – Solid Waste, Water, and Wastewater Rate Study and Long-Term Financial Plan – August 2009 - Present.
- LaSalle County, Texas – Road and Bridge Impact Fee Study. March 2011 - Present. Engaged to develop a fee mechanism that the County can utilize to equitably recover costs associated with accelerated road and bridge damages from oil and gas development.
- Alton, Texas – Wastewater Collection & Treatment Project – June 2008 to Present. Wastewater rate study and long term financial plan.
- Bisbee, Arizona – Wastewater System Improvements – October 2003. Project management, financial and debt capacity analysis, structuring of debt, equity and grant, and negotiation of an \$11.3 million grant to complement a total project valued at \$30 million.
- Brownsville, Texas – Water and Wastewater Impact Fee Evaluation – 2005-07
- Carrizo Springs, Texas – Natural Gas, Water, and Wastewater Rate Study and Long-Term Financial Plan – 2010 - Present.
- Del Rio, Texas – Water Treatment Plant & Improvements – October 1999. Documentation, administration, compliance, and client services related to a \$15 million grant to complement a total project valued at \$44.6 million.
- Donna, Texas – Construction, Expansion and Rehabilitation of the Water Treatment, Water Supply and Wastewater Collection and Treatment Systems Project – May 2000. Documentation, administration, compliance, and client services related to a \$2.6 million grant to complement a total project valued at \$21.6 million.
- Eagle Pass, Texas – Water and Wastewater Rate Study and Long-Term Financial Plan – August 2005 - Present. The study provided a multi-year series of rate adjustments designed to generate revenues sufficient to fund operations costs and debt service associated with a regionalization project valued at over \$103 million. Currently updating the study
- El Paso, Texas – Jonathan Rogers Water Treatment Plant Expansion – February 1999. Documentation, administration, compliance, and client services related to a \$14.9 million grant to complement a total project valued at \$37.8 million
- El Paso, Texas – Water and Wastewater Project for Lower Valley Water District in El Paso County, Texas – June 1999. Documentation, administration, compliance, and client services related to a \$17.5 million grant to complement a total project valued at \$100 million
- Hempstead, Texas – Electricity, Natural Gas, Water, and Wastewater Rate Study and Long-Term Financial Plan 2008 -2009
- Laguna Madre Water District, Port Isabel, Texas – Water and Wastewater Rate Study and Long-Term Financial Plan. 2008, with additional assignments in 2010 and 2011.
- Laredo, Texas – Financial Feasibility and Affordability Analysis of Secondary Water Supply Project– October 2005 - Present. Prepared a financial capacity study of the City's Water Enterprise Fund, followed by a wastewater rate study and a retail water rate restructuring study in order to support a \$260 million five-year CIP. Currently engaged to monitor rate and non-rate revenue and bond compliance



Steven Mouser, PE

ELECTRICAL ENGINEERING



Mr. Mouser joined Grubb Engineering in 2004. Responsibilities as senior project manager include preparation of contract drawings, specifications and cost estimates for the design of water facilities, wastewater facilities and lift stations. He has over 15 years of experience in the design and project management of numerous ground storage tanks, elevated

storage tanks, lift stations and pump stations. His experience includes projects where GEI was the prime consultant. He served as an officer in the local chapter of the IEEE Power & Energy Society and also regularly attends the local WEAT/AWWA chapter meetings.

EXPERIENCE: 15 years

EDUCATION

BS, Electrical Engineering,
University of Texas at
Austin, 2003

REGISTRATION & CERTIFICATIONS

Professional Engineer: Texas
(2009)

Zarzamora Pump Station Improvements, *San Antonio Waster System (SAWS)*, San Antonio, Texas / 2016 – Present.
Electrical, instrumentation and control QA/QC for this project which involves the rehabilitation of a primary pump station.

Naco Pump Station Improvements, *San Antonio Waster System*, San Antonio, Texas / 2012-2017.

Lead electrical, instrumentation and control designer for this project which involved the major electrical, SCADA and Security system upgrades at one of SAWS largest production facilities.

Naco Ground Storage Tank (GST) Assessment and Rehabilitation, *San Antonio Waster System*, San Antonio, Texas / 2017-2019.

Lead electrical and control designer for this project which included the rehabilitation of a 7.5MG ground storage tank.

I.H. 10 Ground Storage Tank Rehabilitation and Painting, *San Antonio Waster System*, San Antonio, Texas / 2013 – 2017.

Lead electrical, instrumentation and control designer for this project which included the rehabilitation of a 3MG ground storage tank.

Anderson Ground Storage Tank No. 1 Painting and Rehabilitation, *San Antonio Waster System*, San Antonio, Texas / 2014 –2016.

Lead electrical, instrumentation and control designer for this project which involved the rehabilitation of a 7.5MG potable water ground storage tank.

Mission Pump Station Improvements, *San Antonio Waster System*, San Antonio, Texas / 2008-2014.

Lead electrical, instrumentation and control designer for this project which involved the rehabilitation of a 60 year old potable water facility's electrical and control system. Also managed and coordinated work with sub-consultants.

Regional Carrizo Project: Schertz Parkway Pump Station, *San Antonio Waster System*, San Antonio & Schertz, Texas / 2011-2014.

Lead electrical, instrumentation and control designer for this project which involved the construction of a new tank and pump station in Schertz and upgrades to Naco Pump Station.

(DSP) Somerset Facility High Service Pump Upgrades, *San Antonio Waster System*, Somerset, Texas / 2012 –2016.

Served as electrical, control, and instrumentation design team member for this upgrades project.



Jacob Oder, RPLS

LAND SURVEYING

Maverick Land Surveying Co.

Mr. Oder has 19 years of experience in boundary, ALTA and TSPS Title surveys, topographic, construction, right-of-ways and parcel map surveys, accident investigation site surveys, subdivision platting, tree surveys, elevation certificates, GPS control surveys and control for aerial mapping. His experience includes; coordination with various city departments pertaining to subdivision platting, and sewer and street related projects, as well as coordinating with utility companies and SUE contractors' geophysical locations of underground utilities. He has been responsible for the preparation of boundary surveys and subdivision plats for an expansive range of private and public clients. His background includes research of records and deeds, supervision of survey work and preparation of legal descriptions for right-of-way acquisition.

EXPERIENCE: 19 years

EDUCATION

BS, Biology (*Magna Cum Laude*), Texas State University at San Marcos

Graduate studies, Molecular Biology at the school of Molecular Medicine, University of Texas, Health Science Center

Land Surveying and Geodesy studies, San Antonio College

REGISTRATION & CERTIFICATIONS

Registered Professional Land Surveyor: Texas (2005)

Professional Experience, *Maverick Land Surveying*, San Antonio, Texas.

Mr. Oder began his career in Land Surveying in March of 2000 at Maverick Land Surveying Company, earning his professional registration in land surveying in July 2005. Mr. Oder and his wife took over operations of Maverick Land Surveying Company in 2018. Currently Mr. Oder functions as the operating president and principal-in-charge and oversees day to day operations. He also serves as a project manager, supervising various projects throughout Central and South Texas and is pre-certified by TxDOT for Survey, Parcel Plats, Legal Descriptions, Right of Way Maps and Horizontal and Vertical Control for Aerial Mapping.

As operating president and principal-in-charge, recent similar Maverick Land Surveying projects include:

Operating President/Principal-in-Charge, *San Antonio Water System*, Central Water Integration Pipeline, San Antonio, Texas. Maverick Land Surveying Co. served as survey subconsultant on this project by providing horizontal and vertical control and a boundary, tree, and topographic survey of a Basin and Bitters Pump Station, Aspen Well Field and two pipeline alignments. The survey included Quality Level B utility locates and extensive measurements and details of the numerous vaults on the project site.

Operating President/Principal-in-Charge, *Professional Services Contract*, City of San Antonio, San Antonio, Texas. Between 2008 and 2018, Maverick Land Surveying Co. served as survey subconsultant on this contract for surveying services with the City of San Antonio. The projects include title surveys, boundary surveys, legal description, improvement and topographic surveys and subdivision platting. City departments included Capital Improvements Management Services, Real Estate Division and Litigation Division. Among others a few of the projects included an ALTA survey of seven

parcels comprising Market Square, Subdivision Platting of Fire Station No. 32 at 4839 Charles Katz Drive and over forty Improvement, Topographic and Parcel Map surveys for the Southcross Drive sidewalk improvement project.

Professional Activities

Mr. Oder is a Member of both State and Local Chapter of the Texas Society of Professional Surveyors. Nationally, he is also a member of the National Society of Professional Surveyors. He has served on the Advisory Committee at San Antonio City College Surveying and Engineering Technologies Department. Since 2013 he has spent over 180 hours volunteering at the City of San Antonio's Municipal Archives organizing and indexing historic maps and documents of the City of San Antonio.

From 2007 to 2013, he was engaged by San Antonio College as an adjunct faculty professor teaching courses in Plane Surveying, Advanced Plane Surveying and Survey Calculations.



Bonnie Doggett

ENVIRONMENTAL SERVICES

Bonnie Doggett is an environmental project manager with Blanton & Associates. She has over 18 years of project experience completing different levels of Section 404 Permitting and TWDB environmental documentation and performing numerous wetland delineations and T&E species surveys.

Blanton & Associates, Inc.
ENVIRONMENTAL CONSULTING • PLANNING • PROJECT MANAGEMENT

EXPERIENCE: 18 years

EDUCATION

BS, Renewable Natural Resources
(cum laude), Texas A&M University,
2002

REGISTRATION & CERTIFICATIONS

USFWS Permit #TE195991-0. Golden-
cheeked Warbler Survey, 2008.

TxDOT Precertification Categories.
2.3.1, 2.4.1, 2.6.1, 2.6.2, 2.6.3, 2.13.1

Environmental Manager, City of Cotulla TWDB Environmental Documentation for Six Water and Wastewater Projects, LaSalle County, Texas. B&A worked on various TWDB environmental documents for six projects regarding City of Cotulla's proposed public water supply and wastewater collection system improvements due to funding by the TWDB DWSRF and CWSRF. After conducting a desktop review, B&A has coordinated with the engineers and City in addition to conducting environmental and archaeological field work and agency coordination prior to submitting two EIDs to TWDB.

Environmental Project Manager, City of Waco LaSalle Lift Station and Force Main Design Critical Issues Analysis and USACE Permitting, McLennan County, Texas. The first phase of work consisted of conducting a desktop review for environmental and cultural critical issues to determine a preferred alternative for a sewage lift station replacement and pipeline construction project that would cross the Brazos River. The second phase consisted of a pre-application meeting with the USACE, cultural and environmental field work and submitting a PCN under NWP 12.

Environmental Manager, Environmental Documentation and Pre-Construction Notification for Nationwide Permits 43 and 13- Texas A&M University System Storm Water Improvements for Tasks 1 – 3, Texas A&M University. After completing a pre-application meeting with the USACE and conducting cultural and environmental field work, Bonnie submitted a PCN under NWP 43 - Stormwater Management Facilities and NWP 13 - Bank Stabilization for Tasks 1, 2, and 3. The proposed project consisted of many tasks located in College Station, Texas. The University's goals include preventing erosion and protecting the University's infrastructure by providing regional storm water detention and correcting known storm water erosion damage along White Creek. The PCN was approved quickly by the USACE without comment. Another report was completed for 11 tasks that did not require coordination with the USACE. The report included cultural resources, wetland delineation and T&E species habitat assessment desktop and field results, and permitting recommendations.

Environmental Project Manager, City of Mart USDA and TWDB Water System Improvements, McLennan County, Texas. The first phase of work included reviewing a 2015 Environmental Report and preparing a report that recommended environmental and cultural tasks to be completed due to project and funding changes. USDA then requested, and B&A completed, Section 106 consultation with the THC, Section 7 consultation with the USFWS, and mapping. After coordinating with USDA and TWDB, the project received approval to move forward with the design phase. The next phase of environmental work consisted of wetland delineations and submitting and receiving a letter back from the USACE stating that the project falls under NWP 12 to fulfill TWDB requests.

Deputy Project Manager, SAWS E-74 Rosillo Creek Capacity Storage and Sewer Rehabilitation, San Antonio, Bexar County, Texas. Ms. Doggett is helping to lead the environmental and archaeological professionals to advance the SAWS E-74 Rosillo Creek Capacity Storage and Sewer Rehabilitation to the final design phase by conducting review of previous reports, desktop review, and then conducting field work for waters and T&E species.

Deputy Project Manager, New Braunfels Utilities (NBU) Seguin Water Line Project, Guadalupe County, Texas. Ms. Doggett completed field work and reviewed the environmental and archaeological reports that were submitted for this project.

Lead Biologist, City of Round Rock 36-inch Water Lines, Williamson County, Texas. Lead Biologist for two proposed water lines totaling 15,000 LF. No T&E species habitat was identified; however, a wetland was encountered during the field work. After discussions with the client and engineers, the alignment was slightly altered in order to avoid a PCN under NWP 12. An environmental document was produced that identified the results of the field event.



Jerry Shepherd, PE, D.GE

SENIOR GEOTECHNICAL ENGINEER

Jerry Shepherd serves as a senior project manager for Arias' Geotechnical Engineering Group. He has over fifty years of Engineering experience, responsible for geotechnical engineering reports, marketing, and risk management for geotechnical engineering and construction materials testing. Previously, Mr.

Shepherd owned and operated an engineering testing firm for 18 years; directing five offices in two states. He specializes in geotechnical engineering on soft or marginal sites and expansive soil sites. Other experience includes embankment design, slope stability and soil mechanics.



EXPERIENCE: 50+ years

EDUCATION

BS, Civil Engineering, University of Oklahoma, 1967

REGISTRATION & CERTIFICATIONS

Professional Engineer: Texas (2012), Oklahoma (1972)

Diplomate, Geotechnical Engineering (D.GE), ASCE Academy of Geo-Professionals

Senior Geotechnical Engineer/Project Manager , *Dos Rios WRC - New Headwork*, San Antonio Water System.

Provided Geotechnical Engineering services the project which consisted of removing two (2) flow meter boxes and some of the 102-inch and 108-inch pipes that feed the flow meter boxes and replace them with Parshall Flumes.

Senior Geotechnical Engineer, *Water Production Facilities Upgrades Phase II*, San Antonio Water System.

Provided Geotechnical Engineering services for upgrades to three (3) existing pump stations at various locations in San Antonio. The projects include the design of a lightly loaded metal canopy to provide cover over an electrical panel rack that will be installed at each pump station site.

Senior Geotechnical Engineer, *Santa Clara Waste Water Treatment Plant*, Green Valley Special Utility District.

Performed a Geotechnical Engineering Study for the new wastewater treatment plant located southwest of the intersection of I-10 and Lime Road, in Guadalupe County, Texas. Structures at the plant include headworks, a lift station, electrical shelter, disk filter, influent basins, sludge digester, and effluent basin. A lab and office building and associated pavements will also be constructed.

Senior Geotechnical Engineer, *Martinez IV Waste Water Treatment Plant*, San Antonio River Authority.

Performed a Geotechnical Engineering Study for the new waste water treatment plant located at 1961 North Graytown Road in Bexar County, Texas. The construction includes the following plant structures: office building, headworks, biotreatment basin, clarifiers, UV system, parshall flume, and influent lift station.



Gian Villarreal, PE, CFM

WATER RESOURCES

Gian has 18 years of experience and specializes in watershed management, stream restoration, and surface water protection throughout Texas. His career is focused on developing sustainable engineering solutions for watersheds and streams. He serves as a project manager and specialist and has led numerous stormwater treatment

planning/design projects that have included watershed models evaluating the impact of best management practices (BMP) on receiving water quality.



Seagull
P M E

EXPERIENCE: 18 years

EDUCATION

MS, Environmental Engineering, University of Houston, 2006

BA, Biology, University of Texas at Austin, 1998

REGISTRATION & CERTIFICATIONS

Professional Engineer: Texas (2011)

Certified Floodplain Manager, 2788-15N

Certified Professional Storm Water Quality, 2009, 0610

Technical Advisor, *Assessment of Watershed Impacts from Impervious Cover and Proposed Mitigation*, Rolling Oaks, San Antonio River Authority (SARA), San Antonio, TX. Gian is providing technical support to the CDM Smith project team for the Rolling Oaks Regional Growth Center project. The team is evaluating the impacts of development and impervious cover mitigation strategies (including stream restoration, low impact development (LID), and land preservation) on flooding and water quality using HEC-HMS and HEC-RAS, SWMM, and HSPF models to assess pollutant loading and water quality. Gian provides technical guidance to the team, technical reviews, and support to assess impacts of impervious mitigation.

Technical Reviewer, *Plan Reviews and Site Inspections*, Texas Water Development Board (TWDB) / University of Texas - Arlington (UTA), Austin, TX. Seagull PME is assisting Elston Johnson and Associates to conduct technical reviews of plans and specifications for water and wastewater projects for UTA and TWDB, technical assistance to project engineers, city and county officials, water system owners and operators, and other government staff. Gian is also performing on-site inspections of facilities to review compliance with TWDB and TCEQ requirements.

PRIOR TO SEAGULL PME (WITH CDM SMITH)

Project Manager/Technical Lead, *Green Stormwater Infrastructure Guidance Manual*, Tarrant Regional Water District (TRWD) / Trinity River Vision Authority (TRVA), Fort Worth, Texas. Gian was the project manager and technical lead for the development of the Green Stormwater Infrastructure (GSI) Manual for TRWD and TRVA. The manual provides guidance to developers to incorporate GSI features for protection of water quality.

Project Manager, *Trinity River Authority Reclaimed Water Study*, TRWD, Fort Worth, Texas. Gian managed a study to evaluate the merits of acquiring reclaimed water from the Trinity River Authority. The project includes an assessment of the water quality, reliability, cost and feasibility to compare the purchase and routing of TRA's reclaimed water through various avenues in the TRWD system.

Project Manager, *Six Mile Creek Drainage Improvements SA-43A; CCR3 and CCR4*, Bexar County, TX. Gian managed the detailed design phase of drainage improvements to Sixmile Creek along about a mile of stream to remove homes and other structures from the floodplain. He oversaw updates to the hydrology and hydraulics models (HEC-HMS and HEC-RAS), design efforts, and permitting.

Drainage Task Manager, *US Highway 67 Corridor Master Plan*, TxDOT, TX. Gian was the task lead for the drainage and hydrologic study being completed as part of the US Hwy 67 Corridor Master Plan along over 140 miles of highway. The study is evaluating the discharges for multiple storm frequencies and includes review of existing studies and data, delineation of drainage areas, calculation and validation of discharges using rational method, the SCS Curve Number Method, and HydroCAD based on watershed area. The study also evaluates potential issues with existing drainage infrastructure and potential solutions.

Project Manager, *Stormwater and MS4 Plan Development*, Fair Oaks Ranch, TX. CDM Smith provided program support and developed the Stormwater and MS4 Plans for the City. Gian managed the project and was the technical lead for MS4 permit compliance requirements including updates to the Storm Water Management Plan and the Annual Report for compliance activities. Gian assisted the city to help streamline their compliance program and automate reporting.

City Council Agenda

Approved for Agenda:

City Manager's Office

MEETING DATE: 05/12/20

TO: City Council

FROM: Federico Reyes, City Manager

SUBJECT: Purchasing Policy Ordinance

Purpose:

The purpose of this policy is to repeal and replace the purchasing policy that was drafted in 2017. The attached policy addresses internal control issues that were identified in our 2018 audit, specifically purchasing and contractual issues that occurred in 2018. The attached policy gives clear guidance to city staff on purchasing approval thresholds and the proper procedure for obligating city resources. This policy also provides for the proper use of city credit cards and holds city staff accountable for any misuse. The city has issued four credit cards which are used primarily for small purchases. Each department director (police chief, public works and finance director) and the city manager currently have a city credit card. The program administrator also has a credit card, but this card will be utilized sparingly. No additional credit cards will be issued at this time.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Discussion:

None at this time.

ORDINANCE NO. 2020-05-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF THE PEARSALL, TEXAS, ADOPTING A PURCHASING POLICY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Pearsall, Texas desires to adopt the Purchasing Policy attached as Exhibit “A”; and

WHEREAS, the City finds that this Ordinance was adopted at a meeting of the Pearsall City Council that was held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council Members were present and voting;

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

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

SECTION 2. Purchasing Policy Adopted. The City Council of the City of Pearsall, Texas adopts the Purchasing Policy attached as Exhibit “A”.

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

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

SECTION 5. Penalty Clause. Any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Pearsall, Texas, shall be punished by a fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense. Every day a violation occurs shall constitute a separate offense.

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

PASSED, ADOPTED AND APPROVED this 12th day of May, 2020.

Mary Moore, Mayor

ATTEST:

Krystal Garcia, City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit “A”

City of Pearsall Purchasing Policy



Final May 2020

1.0 PURCHASING POLICIES, OBJECTIVES, AND ETHICS

1.1. PURCHASING POLICY

The primary objective of the Finance Department is to Govern goods and services expenditures incurred by the City of Pearsall for authorized City business. It is the policy of The City of Pearsall to assure fair and competitive access to responsible vendors/contractors to the purchasing products and services for the City and to conduct business activities in such a manner as to foster public confidence in the integrity of the City of Pearsall. The City of Pearsall will adhere to all State of Texas laws and regulations as set forth in the State of Texas Local Government Code and as published in the City's purchasing manual and as approved by the City Council of the City of Pearsall, Texas.

1.2. PURCHASING OBJECTIVES

The primary objective of the Finance Department of the City of Pearsall is to support the City's administrative staff in accomplishing the goals and directives established by the City Council and the City Manager. The Finance Department will comply with all legal and ethical standards in obtaining the specified quality and quantity of materials and services for the City. The Finance Director will promote fair and open competition for the procurement of all goods and services. To accomplish this, the Finance Director will solicit price quotations in accordance with all State and Local Laws, Policies and Regulations.

1.3. PURCHASING ETHICS

All City Staff engaged in procurement for the City of Pearsall shall comply with the following ethical standards.

1.4. DISCLOSURE OF CERTAIN RELATIONSHIPS

Effective January 1, 2006, H.B. No. 914 of the 79th Texas Legislature requires a vendor that wishes to conduct business or be considered for business with the City of Pearsall, Texas to file a conflict of interest questionnaire. The Disclosure Act applies to all persons or businesses who conduct business with the City, including those who submit bids on City contracts, make purchases of surplus City property, or participate in any other purchase or sales transactions with a City.

Pursuant to the requirements of Section 176.002(a) of the Texas Local Government Code, vendors or respondents who meet the following criteria must fill out a conflict of interest questionnaire no later than the 7th day after the person begins contract discussions or negotiations' with the City or submits to the City 'an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City:

A vendor or respondent that-

(1) contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity;

Or

(2) is an agent of a person described in Subdivision (1) in the person's business with a local governmental entity. Any person who meets the criteria, as for enforcement to ensure the veracity of the vendors, the statute makes it a Class C Misdemeanor to violate the vendor disclosure provisions."

The forms required to comply with the above Government Code are available on the Ethics Commission website at <http://www.ethics.state.tx.us/forms/CIS.pdf>

1.5. PERSONAL GAIN

It shall be a breach of ethics to attempt to realize unauthorized personal gain through employment with the City of Pearsall or by any conduct inconsistent with the proper discharge of the employee's duties.

1.6. INFLUENCE OF A PUBLIC EMPLOYEE

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

1.7. PARTICIPATING IN PROCUREMENT'S WITH FAMILY OR FRIENDS

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

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

1.8. GRATUITIES

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

1.9. KICKBACKS

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a vendor/subcontractor under a contract to the prime vendor/contractor or higher tier sub-contractor for any contract for the City of Pearsall, or any person associated therewith, as an inducement for the award of a sub-contract or order. The prohibition against gratuities and kickbacks shall be conspicuously set forth in every contract and solicitation.

1.10. CONFIDENTIAL INFORMATION

It shall be a violation of City policy for any employee of the City of Pearsall knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

1.11. PURCHASE OF MATERIALS, EQUIPMENT, AND SUPPLIES FOR PERSONAL USE.

Unless specifically approved in writing by the City Manager, no employee may purchase City property for his/her own personal use unless it is purchased through the City's online auction through GovDeals.com. This includes new/used equipment, materials, supplies and property.

1.12. PRIVATE PURCHASES THROUGH CITY FACILITIES

No employee may use the purchasing power of the City of Pearsall to make private purchases. In addition, employees should not have private purchases sent to the City C.O.D. to be paid for by the employee.

- A. Such purchases may give citizens the erroneous impression that something dishonest is being perpetrated.
- B. It may be considered a mild form of blackmail on the merchant involved who desires to do business with the City.
- C. It may evade sales tax, which is illegal.

1.13. TAX EXEMPT STATUS

The City of Pearsall is exempt from Federal, State, and Local taxes except in certain prescribed cases. An exemption certificate is available from the Finance Department and should be furnished to any of the City's suppliers upon request.

1.14. TAX STATEMENT SET FORTH IN CITY CONSTRUCTION CONTRACTS

The following statement should be set forth in all construction contracts:

"The City qualifies for exemption from State and Local Sales and Use Taxes, pursuant to the provisions of Section 151.309 of the Texas Tax Code, as amended. Therefore, the City shall not be liable for, or pay the Contractor's cost of, such sale and use taxes which would otherwise be payable in connection with the purchase of tangible personal property furnishes and incorporated into the real property being improved under the contract. This contract is a separate contract (as that term is defined in Texas Comptroller's Rule 3.291, as amended) between the City and the Contractor. All invoices or estimates submitted by the Contractor to the owner may include three categories:

- (1) Total cost of materials incorporated into the work.
- (2) Total cost of materials purchased or leased for use, but not incorporated into the work.
- (3) Total cost of labor, overhead, profit and other reasonable, incidental costs of the work.

The Contractor shall fully indemnify and hold harmless the City from the cost of any and all sales and use taxes incurred or otherwise exempted as a result of the separated contract arrangements, if such sales or use taxes become due and payable, or are paid by the Contractor or the City, as a result of the Contractor's failure or refusal to abide by the provisions of this section or the other applicable provisions of the specifications relating to separated contracts."

2.0 PURCHASE REQUEST TOTAL DOLLAR LIMITS AND APPROVAL REQUIREMENTS

2.1 DELEGATION OF PURCHASING AUTHORITY

The City Manager as authorized by the City Council of the City of Pearsall has delegated to the Finance Director the authority to procure materials and services for the City of Pearsall that are within the guidelines set-forth by the City Council. In certain cases, the City Manager has also granted this authority to certain City employees, particularly Department Directors. Departmental purchasing authority is limited to a single purchase total of \$2,999.99 or less. WITH THE EXCEPTION OF SOME PUBLIC WORKS PROJECTS, ALL OTHER PURCHASES OVER \$2,999.99 MUST BE PROCESSED THROUGH THE FINANCE DEPARTMENT.

2.2 TOTAL DOLLAR LIMITS/APPROVAL REQUIREMENTS TO SUBMIT A PURCHASE REQUEST

The following standard approval route applies to All City Departments for purchase requests and contracts.

CITY OF PEARSALL APPROVAL REQUIREMENTS				
Total Amount of Request*	Type of Bid/Quotes Required	Department Responsible for Bid/Quotes	Type of Approval/s Required*	Other Requirements
\$50,000.00 and above	Sealed Purchasing Cooperative Pricing	Department/ Finance	Department Head Finance Director City Manager City Council Approval	Formal Advertisement Sealed Bid (Paper/Electronic) Agenda Memo w/bid tabulation Resolution (if required**)
\$25,000 to \$49,999.99	3 Written Quotations Purchasing Cooperative Pricing Sealed (Optional)	Department	Department Head Finance Director City Manager City Council Approval	Paper or Electronic Quotation Sealed (Optional) Cooperative Purchasing
\$3,000 to \$24,999.99	3 Written Quotations	Department/ Finance	Department Head Finance Director City Manager	Paper or Electronic Quotation
<\$3,000.00	At least one written quotation	Department	Department Head	3 Quotes not required but recommended
* Approvals apply to all Finance Forms including Direct Purchase Requests, Purchasing Cards, Petty Cash, Travel & Training, and other type of forms. **Resolutions are required for sole or single source procurements and Inter-local Agreements.				

2.3 PROCUREMENT'S REQUIRING CITY COUNCIL APPROVAL

Any procurement made that will exceed \$24,999.99 must be approved by the City Council PRIOR to the purchase being made unless the purchase is made for an emergency in which case purchase will be ratified by the city council.

2.4 PROCUREMENT'S REQUIRING CITY MANAGER APPROVAL

The City Manager or his designee must approve all purchase requisitions that exceed \$3,000.

2.5 PROCUREMENT'S REQUIRING FINANCE DIRECTOR APPROVAL

The Finance Director or his designee must approve all purchase requisitions that exceed \$3,000.

2.6 LEASE FUND PURCHASES

The City Manager of the City of Pearsall must approve all Lease Fund Purchases.

3.0 PURCHASE REQUISITIONS

3.1 DOLLAR LEVELS AND REQUIREMENTS

A Purchase request (requisition) must be completed and submitted for approval BEFORE ANY PURCHASE is made unless the department director utilized a purchase card.

Purchase Orders for material, equipment, or services with a total of \$50,000 or more MUST INCLUDE A COMPLETE SET OF SPECIFICATIONS describing in detail the items to be purchased.

3.2 SINGLE SOURCE REQUESTS

If the material, equipment, or service to be purchased is available only from a single source, an affidavit by the vendor attesting to sole source must be included on the requisition, along with a statement from the vendor on company letterhead that it is the only company that can provide this material, equipment, or service. Without this information, the Finance Department WILL NOT PROCESS the request.

3.3 EQUIPMENT REPLACEMENT REQUESTS

Requisitions for replacement equipment should include information as to the planned disposition of the items being replaced (i.e., traded in, sold at auction, etc.). If items are to be sold through GovDeals, the City's online auction site, a Vehicle/Equipment Inspection Form and asset disposition form must be filled out before the item will be accepted for online auction. Photos of the item(s) should also be submitted to the Finance Department.

3.4 REQUEST PROCESSING TIME

Processing time is dependent on the type of request and the bid or quotation procedure involved. If all information necessary exists on the request, the Finance Department will normally process requisitions within seven (7) working days.

EMERGENCY REQUESTS WILL BE PROCESSED IMMEDIATELY. The request must be walked through for approvals and brought to the Finance Department. All emergency requests of \$25,000 or more must be approved in advance by the City Manager or the Manager's designee.

3.5 REQUISITION APPROVAL REQUIREMENTS

3.5.1 PAPER PURCHASE REQUISITIONS

Paper requisitions should only be submitted when an emergency exists or in the event that our electronic requisition system is down for a significant period of time. All other requests should be submitted as shown in item 3.5.2. If a paper request is submitted it should be submitted for approval in accordance with the approval routing requirements shown in 2.2 and all department approvals required should be obtained. Once the department level approval has been obtained, the request should be submitted directly to the Finance Department for finance level approval. In Finance, the request will be approved first for fund and account accuracy. The request will then be routed by Finance to Accounts Payable for processing.

3.5.2 ELECTRONIC REQUISITIONS

Employees who have access to the Finance System (Incode) should submit their requisitions through that system. Requisitions will then be automatically routed through the approval system and to Accounts Payable for processing. All other requisitions will need to be called in to Finance at (830) 334-3676 so that it may be entered into the Incode system.

3.6 POSTING REQUIREMENTS

It is the policy of the City of Pearsall to post all purchasing requirements on the City's web site www.cityofpearsall.org for at least seven (14) days before the Request for Quotation or the Invitation to Bid opening date for any sealed bids.

3.7 OTHER PURCHASE REQUEST PROCEDURES

Departments should not place orders with vendors before the purchase request is delivered to the Finance Department and an approved purchase order number has been issued.

On Direct Purchase requests, departments should not take quotations from vendors prior to submitting the request to the Finance Department (see bid and quotation procedures). Department's may reference vendors on the purchase request but all quotations should be taken to the Finance Department.

It is against the law to split purchases in order to avoid the bidding procedure. This law carries criminal penalties and should be observed at all times.

Chapter 252.062 of the State of Texas Local Government Code states:

"A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly makes or authorizes separate, sequential, or component purchases to avoid the competitive bidding requirements of Section 252.021. An offense under this subsection is a Class B misdemeanor."

4.0 BID AND QUOTATION PROCEDURES

4.1 QUOTATIONS (Purchases under \$3,000)

Quotations are not required on purchases of \$2,999.99 or less. It is recommended that cost comparisons be made for all purchases. Departments should utilize the vendors as follows:

BUY PEARSALL PROGRAM

- Departments should use Pearsall vendors whenever possible.
- Departments should utilize vendors who have requested to be notified of purchase opportunities. A list of these vendors will be provided to departments upon request.

At least three written quotations are required on any purchase with a total between \$3,000 and \$25,000. All quotations must be in writing and turned in to the Finance Department as soon as they have been obtained by the requesting department.

Departments that take quotations with a total value of \$3,000 and above verify with the Finance Department that request due to the following reasons:

- Local Government Code 252.0215 relating to Historically Underutilized Businesses requires that the City send quotations to at least two HUB businesses for all purchases that total between \$3,000 and \$50,000. The business must be listed on the States HUB list. (See 4.5 below)
As of January 2014 there are only 3 businesses in Reeves County that are HUB certified and only 2 of those businesses offer services the City can use. (Gibson's Home Center & Desiree's)
- To help keep our vendors informed about upcoming bids and quotations it is important that all requests be posted on the City's Web Site.

4.2 AUTOMATED BID LIST

The Finance Department will maintain an automated bid list that will be provided to the department upon request.

4.3 LOCAL VENDOR ASSISTANCE PROGRAM

The City of Pearsall is committed to a program established to assist local Pearsall Vendors in understanding the City's purchasing policies and procedures. In that effort the City has established the following policy:

- The Finance Department will maintain a database supplier file through the finance system of Pearsall vendors. This list will be separate from the accounts payable vendor file and will be available to all departments upon request. All departments are encouraged to utilize this list when soliciting quotations or placing orders under \$3,000.

4.4 STATE LAW REGARDING HISTORICALLY UNDERUTILIZED BUSINESS ENTERPRISES

Local Government Code 252.0215 requires all Texas governmental entities to contact at least TWO (2) disadvantaged businesses on a rotating basis when making any expenditure of more than \$3,000 but less than \$50,000. The disadvantaged businesses contacted must be based on information provided by the Office of Small Business Assistance of the Texas Department of Commerce. If the list fails to identify a disadvantaged business in the county in which the City is situated, or if the purchase is declared as an emergency (See 6.8 EMERGENCY PURCHASE ORDERS), the City is exempt from this requirement.

4.5 SEALED BID OR PROPOSAL PROCEDURES

It is the policy of the City of Pearsall to use a sealed bid proposal or design/build procedure in compliance with Chapter 252 (THE FINANCE DEPARTMENT AND CONTRACTING AUTHORITY OF MUNICIPALITIES) of the State of Texas Local Government Code for any procurement which will total \$50,000 or more. With the exception of Public Works contracts (See 10.0 PUBLIC WORKS CONSTRUCTION PROJECTS), the requesting department will prepare and solicit bids/RFP's in accordance with state law. The Finance Director will need to give his/her signature of approval before the sealed bid or proposal process begins to ensure all finance related items are addressed correctly.

4.5.1 REQUIREMENTS UNDER STATE LAW

The Texas Local Government Code requires that before a municipality may enter into a contract, other than a contract for insurance, that requires an expenditure of more than \$50,000 from one or more municipal funds, the municipality must comply with the procedure prescribed by Chapter 252 of the Local Government Code for competitive sealed bidding or competitive sealed proposals.

4.5.2 ADVERTISING AND ADVERTISING TIME REQUIREMENTS

Section 252.041 of Chapter 252 requires that the sealed bid be advertised publicly with notice of the time and place at which the bids will be publicly opened and read aloud. The public notice must be published at least once a week for two (2) consecutive weeks in a newspaper published in the municipality that is listed as the City's paper of record (The Frio - Nueces Current). The date of the first publication must be before the 14th day before the date set to publicly open the bids. In addition to the paper of record, the City, at its option, may also advertise with other publications and/or organizations.

4.5.3 BID SPECIFICATIONS AND DEPARTMENT REQUISITIONS

All sealed bids must include a set of complete and detailed specifications of the item or items and/or services to be purchased. The Finance Department will assist the user department in any way necessary, but will not be responsible for the final content of the specifications.

Vendors can be consulted as a source for specification information as long as they are advised that a sealed bid procedure will be used and the vendor cannot be treated with any type of favoritism. The Finance Department may be able to obtain specifications used by other governmental entities or sources; and, therefore, should be contacted if needed for this assistance. In addition, previous specifications submitted to the Finance Department will be kept available for reference.

An approved Purchase Order MUST be submitted to the Finance Department for all formal bids and proposals. The requisition must include the funding account number and budgeted amount authorized for the purchase. The requisition along with the specifications should be submitted for approval as called for in the Purchasing Policy WITHOUT THE AUTHORIZED APPROVALS INDICATING SUFFICIENT FUNDS ARE AVAILABLE THE FINANCE DEPARTMENT WILL NOT PROCESS A BID.

4.5.4 BID PREPARATION AND ADMINISTRATION

With the exception of certain Public Works contracts, all sealed bids and proposals will be prepared by the requesting department. The only exceptions are certain road, highway or building Public Works projects that involve engineering and architect design services. The Public Works Department will work in collaboration with the Finance Department on any bid or proposal that they issue, the dates of any advertisements, pre-bid conferences and bid opening dates. The Finance Department will be responsible for posting the bids on the City's Internet Web site to ensure all bid information is available to the public and any interested companies. On all bids and proposals, a bid number will be assigned and advertising dates, pre-bid meeting dates and the bid opening date set. The City Clerk or his/her designee will be responsible for the bid opening and reading of the bids received. Once a complete audit and bid tabulation is completed, the tabulation along with all bids will be sent to the initiating department for review. When all bids have been reviewed, the user department will be responsible for submitting to the City Manager a WRITTEN recommendation of bid award. Background wording and the recommendation will need to be submitted to the City Secretary to be included on the agenda for the next City Council meeting.

4.5.5 BID OPENING AND PRE-BID MEETING PROCEDURES

In order to establish a standardized format of bid openings and pre-bid meetings the following procedures should be followed:

1. The City Clerk of the City of Pearsall or his/her designee or the designee assigned shall conduct all bid openings.
2. In addition to the City Clerk or his/her representative there will be at least one City employee from the department who submitted the purchase request at all bid openings. This employee will knowledgeable of the bid specifications and at pre-bid meetings should be prepared to answer all questions that pertain to the specifications. At bid openings the City Clerk will act as the recorder of all information that is read at the bid opening and will publicly confirm that all information was read completely and truthfully.
3. At Bid Openings all bids will be opened and all pricing will be called out in accordance with the bid opening procedures.

4.5.6 BID RECOMMENDATIONS AND STATE LAW REGARDING BID AWARDS

The requesting department is solely responsible for reviewing the specifications offered in each bid to ensure the specifications meet the bid requirements and must provide a written review of any bid that did not meet the specifications. If the bids offered meet the specifications requested, the recommendation may then be made based on the procedures set out in the State of Texas Local Government Code Chapter 252. Under this chapter entitled Award of Contract, the City may award the contract based on:

Sub-section 252.013 (a) of the Local Government Code. If the competitive sealed bidding requirement applies to the contract for goods or services, the contract must be awarded to the lowest responsible bidder or the bidder who provides goods or services at the best value for the municipality”.

Sub-section 252.013 (b) In determining the best value for the municipality, the municipality may consider:

- (1) the purchase price;
- (2) the reputation of the bidder and of the bidder's goods or services;
- (3) the quality of the bidder's goods or services;
- (4) the extent to which the goods or services meet the municipality needs;
- (5) the bidder's past relationship with the municipality;
- (6) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
- (7) the total long-term cost to the municipality to acquire the bidder's goods or services; and
- (8) any relevant criteria specifically listed in the request for bids or proposals.

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

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

Sub-section (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.

In addition, under the State of Texas Local Government Code Chapter 271, Sub Chapter 271.9051 a Municipality may consider a bidder's principal place of business where the Municipality has a population of 250,000 or less. The sections of this Sub Chapter states:

(b) In the Finance Department under this title any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract with:

- (1) the lowest bidder; or
- (2) the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.

(c) This section does not prohibit a municipality from rejecting all bids.

Other considerations of a bid award may be:

- The safety record of the bidder considered
- Companies or individuals indebted to the municipality
- Inclusion of required bonding and insurance
- Any other consideration as listed in the State of Texas Local Government Code

4.5.7 EXEMPTIONS FROM THE COMPETITIVE SEALED BID PROCESS

Chapter 252.022 of the **State of Texas Local Government Code** allows certain exemptions to the Competitive Sealed Bid process. The following are the exemptions allowed:

- (1) A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality.
- (2) A procurement necessary to preserve or protect the public health or safety of the municipality's residents.
- (3) A procurement necessary because of unforeseen damage to public machinery, equipment, or other property.
- (4) A procurement for personal or professional services.
- (5) A procurement for work that is performed and paid for by the day as the work progresses.
- (6) A purchase of land or a right-of-way.
- (7) A procurement of items that are available from only one source, including;
 - a. Items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies.
 - b. Films, manuscripts, or books.
 - c. Electricity, gas, water, and other utility services.
 - d. Captive replacement parts or components for equipment
 - e. Books, papers, and other library materials for a public library available only from the persons holding exclusive distribution rights to the materials.
 - f. Management services provided by a non-profit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits.
- (8) A purchase of rare book, papers, and other library materials for a public library.
- (9) Paving drainage, street widening, and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements.
- (10) A public improvement project authorized by the voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes authorized by the voters.
- (11) A payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212.
- (12) Personal property sold:
 - a. At an auction by a state licensed auctioneer.
 - b. At a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code.
 - c. By a political subdivision of this state, a state agency of this state, or an entity of the federal government.
- (13) Services performed by blind or severely disabled persons.
- (14) Goods purchased by a municipality for subsequent retail sale by the municipality.

4.5.8 BID DISCREPANCIES AND DISQUALIFICATIONS

Under some circumstances certain discrepancies in bids submitted may be waived by the City Council. Under rulings from our City Attorney, however, there are several reasons that require a bid to be disqualified. These reasons are as follows:

1. Any bid received that is not signed by an authorized company representative.
2. Any bid received that did not return required information such as addendum/s, bonding and/or insurance requirements. This requirement may be waived as a technicality but must be approved by the City Attorney's office.

4.5.9 AGENDA REQUIREMENT RESPONSIBILITIES (ALL QUOTATION TYPES)

All items purchased by the City which total **\$25,000** or more **MUST BE SUBMITTED TO THE CITY COUNCIL FOR APPROVAL THROUGH THE AGENDA PROCESS.**

The requesting department will be responsible for processing **ALL** agenda requests for procured materials. The requesting department should submit agenda requests for procured materials directly to the City Clerk. The following information will be required from the department **BEFORE** an agenda request can be created:

- After the originating department has reviewed the bid/quotations, the department should submit a memo to the City Manager with the department's recommendation of award describing in detail why the item is needed.

4.5.10 THE FINANCE DEPARTMENT RESPONSIBILITIES

The Finance Department will be responsible for providing the requesting department/division with all bid information and tabulations necessary for the department/division to initiate and submit a recommendation of award and agenda wording describing why the item is being procured.

4.5.11 DEPARTMENT RESPONSIBILITIES

It will be the department/division's responsibility to submit to The City Manager a recommendation of award and agenda wording describing why the item is being procured. If the recommendation is not to award the bid based on the award procedures as listed under 4.5.6, the department must supply a detailed explanation. In addition, the department should submit any additional information that they deem necessary in order to initiate the agenda request process. Should a recommendation be made that is not to award a bid based on the lowest responsive bidder or the procedures listed in the Local Government Code, it will be the responsibility of the requesting department to answer any questions regarding the recommendation by the City Council.

4.6 SEALED PROPOSAL PROCEDURES

Under Local Government Code 252.021 Competitive Sealed Proposals may be used as an alternate to the Competitive Sealed Bid for the procurement of "high-technology" products or services. Local Governments in some cases can use competitive proposals for procuring insurance. Sub Chapter 252.042 describes the chief differences between sealed bids and sealed proposals. Under Request for Proposals:

- (a) Requests for proposals made under Section 252.021 must solicit quotation 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 vendors who submit proposals and who are determined to be reasonably qualified for the award of the contract. Vendors shall be treated fairly and equally with respect to any opportunity for discussions and revision of proposals. To obtain the best and final offers, revisions may be permitted after submissions and before the award of the contract.

The specification is written using performance standards rather than the description of the goods or services. The specification also lists the factors by which the proposal will be judged, and the weight to be given to each factor.

Vendors submit proposals in their own design for a system to satisfy the requirement set forth in the proposal. Proposals may incorporate entirely different hardware or services to accomplish the same performance.

At the public opening of the proposal, pricing is not read aloud. Only the names of the vendors who submitted proposals are read aloud.

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

4.7 BID/QUOTATIONS FORMS

For sealed and written bids, the City of Pearsall uses standardized bid/contract forms that provide the City with the necessary terms and conditions that protect the City in case of a contract dispute. With the exception of bids that are prepared by a professional organization contracted by the City for the purpose of preparing a bid, only the authorized standard format should be used for sealed and written bid solicitations.

4.8 RELEASE OF BID INFORMATION

All requests for historic information concerning a bid, specifications on a bid or other matters relating to bids of the City of Pearsall can only be conveyed via an open records request and should be made through the City Secretary's Office. All open records request forms are to be kept and filed in a manner that makes retrieval of the information that was requested and the information that was returned easily accessible. The only exception to this policy will be questions that come in as a result of telephone calls or in person requests to the Finance Department for current bid information on bids that are out for consideration.

4.9 BRAND NAMES

In order to assure fair and competitive bids, brand names should not be used in specifications unless it is made clear to each bidder that the brand name is being used for reference only. This can be accomplished by adding an "or equal" statement behind the brand name. This statement will indicate to the bidder that other brand names will be considered if they offer specifications that are equal or better than the specifications listed in the bid. Brand names can be specified, as the only brand that will be accepted in cases where the brand specified is the only product that will work with the existing parts or equipment.

4.10 BONDING REQUIREMENTS

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

4.10.1 BID BOND

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

Bid bonds are issued by a Surety financially guaranteeing that the successful bidder will enter into an agreement with the City to perform the project or provide the service as defined by the specifications. The City requires that the bid bond be accompanied with an appropriately completed "Power of Attorney" executing the bid bond for the bidder.

As an alternative, the City may accept a cashier's check, with the City named as payee, to be held in escrow until the successful bidder signs the City's project contract.

BID BOND AMOUNT: The bid bond minimum limit (or cashier's check) is five percent (5%) of the total bid amount.

4.10.2 PERFORMANCE BOND

Performance bonds financially guarantee that once the successful bidder enters into a contract with the City to perform work, the contractor will complete the project. Should the contractor fail, then the Surety will, generally, hire an alternate contractor to complete the work, allow the City to select another contractor and pay the difference between the first contractor's price and the new contractor's price, or pay the original contractor whatever it takes to complete the project.

Performance bonds must be written for one hundred percent (100%) of the total bid price.

4.10.3 PAYMENT BOND

A payment bond will pay any outstanding bills for labor, materials, and supplies used in the City's project from the contractor's subcontractors and suppliers should the prime contractor default on their payment. Payment bonds must be written for one hundred percent (100%) of the total bid price

4.10.4 MAINTENANCE BOND

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

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

4.10.5 STATE LAW REGARDING BONDING

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

PUBLIC WORK: Although the term *public work* is not defined by statute, it is generally understood to mean construction, repair, or renovation of a structure, road, highway, or other improvement or addition to real property. Contracting for demolition of real property would also fall under this definition.

A. PERFORMANCE BOND

A performance bond in the total amount of the contract conditioned upon the faithful performance of the work in accordance with the plans, specifications, and contract documents. The bond shall be solely for the protection of the City.

The City must not require a performance or payment bond if the contract does not exceed \$50,000.00.

B. PAYMENT BOND

A payment bond in the total amount of the contract, solely for the protection of all claimants supplying labor and material in the prosecution of the work provided for in the contract, for the use of each claimant.

If the City fails to obtain from the prime contractor a payment bond covering contracts in excess of \$50,000, the City is subject to the same liability as that of a Surety who had issued a valid bond. The claimant is entitled to a lien on funds due the contractor.

C. BONDS FOR NON-PUBLIC WORKS PROJECTS

There are no State requirements for bonds to cover contracts for goods and services that are not defined as public works projects; it is the City's option. Good business practice would dictate that whenever the City enters into a contract for the purchase of a product system or service in which the system or service will be of little value to the City until it is complete and progress payments are made, then performance and payment bonds should be required.

D. The following legislation has been passed by the State of Texas and must be provided with the bid if the amount of the bid award exceeds \$100,000.

1. If the amount of the bid exceeds \$100,000, the Surety must:

- a. Hold a certificate of authority from the United States Secretary of the Treasury to qualify as a Surety on obligations permitted or required under federal law; or
- b. Have obtained re-insurance for any liability in excess of \$100,000 from a Re-Insurer that is authorized and admitted as a Re-Insurer in this state and is the holder of a certificate of authority from the United States Secretary of the Treasury to qualify as a Surety or Re-Insurer on obligations permitted or required under federal law.

4.11 INSURANCE REQUIREMENTS

Whenever the City contracts with an outside party (contractor, consultant, vendor, or concessionaire) for goods or services, the bid or request for proposal that is released to the public should include an indemnity clause (hold harmless clause), along with a contractual agreement, to be executed upon award of the contract, that transfers the risk of the project from the City to the contractor. Because the contractor may or may not have the financial resources to handle the risks that are transferred in the contract, the City requires that insurance be purchased and maintained by the contractor for financial security.

Most contracts are tailored for individual projects and programs; therefore, certain elements of the insurance required should be addressed in every contract document. One of the most important elements is the actual insurance coverage, which include the coverage types and limits that are dependent upon the nature of the project/program.

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

5.0 ANNUAL PRICE AGREEMENTS/CONTRACTS

5.1 INTERLOCAL AGREEMENTS AND PURCHASING THROUGH THE STATE OF TEXAS

The State of Texas maintains a number of annual contracts. The City can purchase these items through our INTER-LOCAL agreement with the State. The Finance Department has access to an on-line system of State contracts and can provide a list of specific items to City departments upon request.

State law also allows the City to purchase through other State approved purchasing programs if the City has established an INTER-LOCAL agreement with the approved organization. Currently the City has an established INTER-LOCAL agreement with the Houston-Galveston Area Council (HGAC), Texas Association of School Boards (TASB) BuyBoard program and TXMAS/DIR state contracts

5.2 PROCUREMENTS REQUIRING CONTRACT SIGNATURES

The City Council has authorized all contracts to be executed by the City Manager or by the Mayor (City Secretary or Mayor Pro Tem, respectively, if the primary signatory is unable to sign). In certain instances, the City Manager has delegated this authority to certain staff members. For those contracts executed by the City Manager, the following policy will be followed:

1. All contracts will be reviewed and initialed by the Finance Director prior to final signature.
2. All contracts in excess of **\$3,000** must be signed by the City Manager (or assistant if so designated by the City Manager).
3. All contracts for less than **\$3,000** maybe executed by the appropriate Department Director. (See 1 above)

6.0 PURCHASE ORDERS

6.1 DEPARTMENTAL PURCHASE ORDERS (PURCHASES UNDER \$2,999.99)

Any single procurement with a total value of not more than \$2,999.99 can be made directly by each Department Head. One quotation is required, but Departments are encouraged to compare pricing.

It is against State Law and City policy to split orders in order to evade this monetary limitation. The Finance Department will directly challenge all purchases that total over \$3,000 and made to the same vendor on the same date.

City procurements are audited annually by an outside auditing firm to detect split purchase orders. Because the administrative cost of competitive quotations would be more than the amount that could be saved by taking three quotations the competitive bidding procedure does not apply to purchases of \$2,999.99 or less.

Because a significant amount of small dollar purchases can be made locally, local Pearsall vendors should be considered for this type of purchase. A spreadsheet with a list of local vendors will be available in the Finance Department.

Department Directors or authorized department representatives should contact the vendor directly for purchases of \$2,999.99 or less. It is highly recommended that the department request a purchase order number so that when an invoice/receipt is received payment may be processed. If this is not possible then the department may use the City's purchase card that has been issued to all Department Heads.

It is against City Policy to have open accounts with any vendor. Department Purchase Orders MUST BE PLACED using a Department Purchase Order Number. To obtain a Department Purchase Order Number, the department must first make a request by calling the Finance Department in order to obtain the purchase order number. Under no circumstances should a department set up an open account with a vendor. If the vendor needs City references or financial information, the department should contact the Finance Department for the information. The Finance Department will then forward the information to the vendor.

When placing a department purchase order, the department should be sure to give a complete address that will be used for delivery of the material and should instruct the vendor to send the invoice directly to the department. PLEASE NOTE THAT ANY INVOICES RECEIVED WITHOUT A PURCHASE ORDER NUMBER REFERENCED WILL NOT BE PAID AND WILL BE REJECTED.

Once the material and invoice has been received and accepted, the department representative should attach the appropriate purchase order number form, approval signatures, attach the invoice and send both to Accounts Payable for payment processing.

The Finance Department processes all accounts payable checks to vendors and employees every Friday. ALL checks to vendors will be mailed out each Friday and will NOT be hand delivered unless otherwise addressed to the Finance Director. ALL reimbursements and per diem request checks to City employees will be given to each respective Department Head for reimbursement.

6.2 PURCHASE ORDERS WITH CITY ORDINANCE REQUIREMENTS

Any single procurement with a total value of not less than \$3,000 or more than \$49,999.99 is subject to all City Ordinance requirements pertaining to the purchase and all the Purchasing Policies and Procedures approved by City Administration and the City Council. For a complete listing of all City Ordinances relating to procurement please see the City of Pearsall' Code of Ordinances.

6.3 PURCHASE ORDERS WITH STATE LAW REQUIREMENTS

Any single procurement with a total value of \$50,000 or more is subject to Chapter 252, Chapter 271 and other references of the Local Government Code of the State of Texas.

6.4 PURCHASES BETWEEN \$3,000.00 TO \$24,999.99

Requirements for purchasing items having a single order total value of \$3,000 to \$24,999.99 should follow the workflow provided on section 2.2 of this policy. Under certain circumstances the Finance Director may issue a purchase order number to a department for an emergency purchase. In this instance the department requesting the Purchase Order Number becomes responsible for all State Laws and City Ordinances pertaining to the procurement.

UNDER NO CIRCUMSTANCE SHOULD AN ORDER BE PLACED WITH A VENDOR WITH THE ABOVE DOLLAR LIMITS WITHOUT FIRST OBTAINING AUTHORIZATION AND A PURCHASE ORDER NUMBER FROM THE FINANCE DEPARTMENT.

6.5 PURCHASES \$25,000 AND OVER

Purchase requirements for items that have a single order total of \$25,000 will follow section 2.2 of this policy and State Law and must follow the procedures listed below. With the exception of Public Works contracts (See 10.0 PUBLIC WORKS CONSTRUCTION PROJECTS) the requesting department will take all sealed bid/proposal solicitations.

6.5.1 PURCHASE REQUISITION REQUIREMENTS

All purchases for items that have a single order total of \$3,000 and over must be submitted to the Finance Department. The purchase requisition must be filled out completely and include quantities, complete descriptions of the item/s to be purchased, and approved budget funding account numbers to charge for the purchase. IF FUNDING IS NOT AVAILABLE FOR THE PURCHASE THE REQUEST WILL BE REJECTED. Although the Finance Department can assist the department with specifications, it is the department's responsibility to ensure that the specifications are complete and correct.

6.6 SOLE SOURCE PROCUREMENT'S

Section 252.022 (a)(7) of the Local Government Code allows an exemption from the bidding procedure for a procurement of items that are available from only one source. This exemption should be strictly interpreted as items that are covered under patents, copyrights, secret processes, and natural monopolies. Items such as Utility Services and Captive replacement parts or components CAN be considered as "only source" items. Items that are available only through distributors CANNOT be considered only source items unless the distributor has an exclusive right to distribute the item and a like item cannot be purchased through any other distributor. Items that have dyes or other artwork CANNOT be considered an only source item due to the fact that dyes and artwork can be moved from one vendor to another. Please contact The Finance Department if you have any doubt whether an item can be considered as an only source purchase.

6.7 EMERGENCY PURCHASE ORDERS

Chapter 252 of the Local Government Code allows an exemption from the bidding process for emergency purchases. An emergency is described as follows:

1. A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality.
2. A procurement necessary to preserve or protect the public health or safety of the municipality's residents.
3. A procurement necessary because of unforeseen damage to public machinery, equipment, or other property.

The above exemptions are the **ONLY** exemptions listed as emergency items.

6.7.1 PROCEDURES FOR PLACING AN EMERGENCY ORDER.

Should an emergency arise that meets the criteria stated in **6.7 above** the requesting department should immediately fill out a hard copy (paper) Direct Purchase Requisition Form and walk the request through for approvals or request approval of an electronic purchase order. When approved, a purchase order number will be issued by the Finance Department to the requesting department to cover the purchase. The purchase requisition should contain all information (quantities, descriptions, unit pricing, total pricing, and budget account numbers). The purchase request MUST NOTE that the request was an emergency.

6.8 PROCUREMENT'S FROM CITY, STATE, AND INTER-LOCAL CONTRACTS

The City of Pearsall participates with the State of Texas Co-Op Purchasing Program and has established INTER-LOCAL and other purchasing agreements with programs approved by the State. These programs allow the City to make PROCUREMENT'S through established contracts with various vendors for a variety of products and services. Since advertising and bid procedures have already satisfied State purchasing procedures it is not necessary for the City to advertise or bid items when making purchases through the State program. A list of the products and services available through the State contract or other purchasing programs can be requested from the Finance Department.

6.8.1 CO-OP PURCHASING PROGRAM PROCEDURES

The City of Pearsall has an existing purchasing cooperative agreement with BuyBoard, HGAC and any item under State contract is available to the City and does not require additional bid or proposal requirements.

The City receives a rebate check every year from the BuyBoard cooperative for every purchase made with their approved vendors. For the City to be eligible for this rebate the Purchase Order Form needs to clearly specify that the purchase is through the BuyBoard program. The Finance Department will then complete the necessary paperwork to send to the BuyBoard so that it can be recorded.

6.9 PURCHASE ORDER PREPARATION BY THE FINANCE DEPARTMENT

Once a purchase requisition has been received, approved, checked for funding and processed by the Finance Department, a purchase order number will be assigned by the Finance system.

6.10 W-9 REQUIREMENTS FOR ALL VENDORS

All new vendors that are interested in doing business with the City will need to complete a Form W-9 that can be requested from the Finance Department. This form is necessary for Accounts Payable to determine what status a company should have in our Incode system. This form will be required from the vendor before a purchase order will be issued.

7.0 VENDOR VISITS AND RELATIONS

7.1 VENDOR VISITS/NEGOTIATIONS

The Finance Department should be advised of any scheduled vendor visits. In addition, it is to each department's advantage to have the Finance Department involved in any discussions or negotiations with a vendor.

7.2 VENDOR CREDIT APPLICATIONS

It is the policy of the City of Pearsall to not fill out credit applications submitted to the City to establish credit.

8.0 CHECK REQUESTS

8.1 TYPES OF ITEMS TO BE PROCESSED ON A PER DIEM REQUEST FORM

The Check Request Form is a payment voucher to be used by all departments to process payment of CERTAIN expenditures. This document is designed to expedite the payment of expenditures that are not required to be processed on a standard purchase order form.

THIS FORM IS NOT DESIGNED TO TAKE THE PLACE OF A PURCHASE ORDER OR TO CIRCUMVENT THE NORMAL BIDDING PROCEDURE. FINANCE WILL RETURN ALL CHECK REQUESTS IN EXCESS OF \$3,000 THAT DOES NOT MEET THE FOLLOWING CRITERIA.

The types of items allowed to be processed on a check request form are items such as:

- Travel and Conferences.
- Membership Dues.
- Subscriptions.
- Educational and Seminar fees.
- Periodicals and Publications.
- Other reimbursements approved by the City Manager

Contact the Finance Department if you have any questions regarding the types of items that can be processed on a check request form.

9.0 PUBLIC WORKS CONSTRUCTION PROJECTS

9.1 PROFESSIONAL SERVICES ACT

The Professional Services Procurement Act allows the procurement of architectural, engineering or such other services through a two-step selection process. First, the City shall select an individual or firm capable of performing the service, on the basis of demonstrated competence and qualifications. The City shall then enter into negotiations on a contract at a fair and reasonable price.

9.2 BIDDING RESPONSIBILITY

For major Public Works construction projects such as buildings, infrastructure and roads that may require professional services for Public Works projects, the city manager may directly contract for professional sealed bids that meet all State legislative bidding requirements. The City Manager, at his/her discretion, may request the assistance of The Finance Department with bid numbers and openings. The Finance Department will be responsible for maintaining all bid documentation required by State Law and for obtaining all necessary contracts, bonding and insurance for each project as well as conducting pre-bid conferences and bid openings. This policy RELATES TO MAJOR PUBLIC WORKS PROJECTS SUCH AS BUILDINGS, INFRASTRUCTURE AND ROADS.

To ensure coordination of and adherence to this policy, the City Manager should complete the following BEFORE issuing any solicitations:

- Obtain a bid number from The Finance Department that will tract the project for audit purposes.
- Advise the Finance Department of the advertisement dates, pre-bid conferences and bid opening date.

The requesting department will be responsible to ensure that any Public Works project is included in the bid opportunities section of the City Internet Web Site.

10.0 PURCHASING CHARGE CARDS

10.1 OVERVIEW

The purpose of the City of Pearsall Purchasing Card program is to establish an efficient, cost-effective method of the purchasing and paying for small dollar transactions as well as high-volume, repetitive purchases. If used to its potential, the program will result in a significant reduction in the volume of purchase orders and related documentation including invoices and checks. In addition, corresponding work processes associated with ordering and check writing will be eliminated. The Purchasing Card can be used with any supplier that accepts MasterCard as a form of payment.

This purchasing procedure provides the general guidelines for using the Purchasing Card. Please read it carefully. Your signature on the Cardholder Agreement shows that you understand the intent of the program and agree to follow the established guidelines. Additional guidelines are provided in the procurement card policy

The following important points should be reviewed before using the Purchasing Card:

1. Your Purchasing Card is issued in the name of a specific individual. All purchases made on the Card are the responsibility of the individual. You are responsible for the security of the Purchasing Card and the transactions made with it. Inappropriate use of a purchasing card may be cause for disciplinary action to be taken against the cardholder.
2. The Purchasing Card may be used at any vendor who provides commodities that accepts American Express, is participating in the program and is not on the restricted list. It may be used for in-store purchases, mail, telephone, or fax orders.
3. The Purchasing Card may be used to purchase supplies less than the Single Transaction Limit that is established.
4. Use of the card must not exceed the credit limit assigned to the Purchasing Card in a given month.
5. Each cardholder must reconcile the statement received from American Express to ensure all charges are accurate. Statement reconciliation needs to be completed within seven days of receipt of your statement.
6. The Purchasing Card is not intended to be used to avoid or bypass appropriate purchasing or payment procedures. This program compliments the existing processes available.
7. The Purchasing Card is not for personal use.

The Purchasing Card must be returned to the Finance Director upon an employee's transfer or termination of employment. The employee's final paycheck will be withheld until the Purchasing Card is turned in.

10.2 Recommended guideline for issuing a purchasing card

See P-Card Policy

10.3 Duties and Responsibilities

10.3.1 Program Administrator

See P-Card Policy.

10.3.3 Cardholder

See P-Card Policy

10.3.4 Department Directors

See P-Card Policy

10.5 The Purchasing Card Controls

10.5.1 Credit Limits

All Purchasing Cards have monthly cardholder spending limits. Limits may vary for each cardholder and will be established and approved by the Department Director and by the City Manager's Office.

Each cardholder will be given information on the limits of his/her card upon signing up for the program. In order to change limits on any card, the Department Director should contact The Finance Department to obtain the appropriate form. When completed, the Department Director should forward the form to The Finance Department for processing. If required, The Finance Department will obtain any additional approvals and then forward the request to the credit card vendor for processing.

* Processing will take 2 to 3 business days. *

10.5.2 Transaction Limits

The Purchasing Cards have a default maximum single transaction limit of \$ \$2,999.99 and a default maximum monthly limit of \$10,000. Limits can be increased if approved by the Department Director but cannot exceed \$2,999.99 for a single transaction limit. Any purchase above \$2,999.99 requires various types of quotations and should be submitted on a purchase request to The Finance Department. The single transaction limit is the amount available on the Purchasing Card for a single purchase. A transaction includes the purchase price, plus tax (if any) and freight. Cardholders should not attempt to make a purchase greater than his/her approved amount or make repetitive transactions in order to circumvent the single transaction limit. Card purchases will be audited to identify repetitive transactions. BY STATE LAW, THERE ARE CRIMINAL PENALTIES ASSOCIATED WITH SPLITTING PURCHASES TO AVOID BIDDING PROCEDURES.

Changes to the transaction limit may only be processed by the Program Administrator.

10.5.3 Restricted Vendors, Materials, or Services

The Purchasing Card program may be restricted from use with certain types of suppliers and merchants or materials.

10.6 Maintaining the Purchasing Card

10.6.1 Receipts

Always obtain a receipt when using the Purchasing Card. It is every cardholder's responsibility to ensure there is a receipt for each purchase. The receipts should be kept in a receipt envelope, with the transaction

log secured to the outside. This envelope should be forwarded to Accounts Payable at the end of each cycle.

The log also should be used to track credit limits.

10.7 Card Reconciliation

At the end of each billing cycle, the Department Head will receive a Cardholder Statement from The Finance Department which lists purchases made to the department account/s.

After reviewing the information sent by each cardholder, the Department Director or the Directors appointed representative should approve the purchases and forward the statement/reconciliation form to the Finance Department. The Department Representative will also code the charges for each of their Purchasing Card transactions. The Finance Department should then verify that information received from the Department is consistent with the Statement Summary Detail received from the purchasing card vendor for the company's files. The order of the receipts should match the reconciliation form and be numbered accordingly.

10.8 Sales Tax

The City of Pearsall is tax exempt from most sales and use tax as allowed by law. A Tax-Exempt status has been stamped on the purchasing credit card and should be presented to the vendor upon request. If tax is accidentally included on the sale **AMERICAN EXPRESS CANNOT DELETE IT FROM THEIR STATEMENT. IT WILL BE UP TO EACH CITY EMPLOYEE TO GO BACK TO THE VENDOR AND REQUEST THAT THE TAX IS CREDITED BACK TO THE CITY.**

In some special cases (such as hotel taxes) the City is required to pay some forms of tax. If there are any doubts about the tax or if the vendor requires that tax be paid even if you have presented the City tax exempt credit card contact the Finance Department for additional instructions.

The Finance Department may periodically perform internal audits.

10.9 Security of the Purchasing Card

Each cardholder is responsible for the security of his/her card. This card should be treated with the same level of care, as the cardholder would use with his/her own personal charge cards. Guard the Purchasing Card account number carefully. It should not be posted in a work area, or left in a conspicuous place. It should be kept in an accessible, but secure location.

10.10 Card Usage

The only person authorized to use the Purchasing Card is the cardholder. The card is to be used for **business purposes only. Under no circumstances should an employee give their card to another employee or person to make a purchase.** Unauthorized use of the Purchasing Card can result in disciplinary action, including termination.

10.11 Employee Termination or change in duty

The Purchasing Card must be returned to the Program Administrator upon the cardholder's transfer, termination, or upon change in duty. The responsibility to ensure that cards of terminated employees are returned to the Program Administrator rests solely with the Department from which the employee was terminated.

10.12 Lost or Stolen Cards

If a Purchasing Card is lost or stolen DURING WORKING HOURS contact the Finance Department at (830) 334-3676. If the card is lost or stolen DURING NON-WORKING HOURS or the Finance Department cannot be contacted, immediately contact American Express Customer Service at 1-800-528-2122. After contacting the vendor, notify the Program Administrator. Prompt action can reduce the City's liability for fraudulent activity.

The Purchasing Cards will be distributed via the Program Administrator. When a new card is issued, the credit card vendor will send it to the Program Administrator for distribution to the cardholder. Cards will not be released to cardholders until each cardholder has gone through training, received all supplies related to the program and signed the Cardholder Agreement.

10.13 Cardholder Purchasing Card Agreement

Each cardholder is required to sign an agreement between the cardholder and City, which affirms that the cardholder has read and understands the policy and procedures for the Purchasing Card. The Cardholder, Department Director and the Program Administrator will sign this agreement at the end of the training session.

10.14 The Purchasing Card Activation

The cardholder must call the telephone number listed on the card for activation. Upon receipt of the card, the cardholder should sign the back of the Purchasing Card and always keep the card in a secure place.

10.15 Making Purchases

IF POSSIBLE, BUY PEARSALL

Cardholders should promote and encourage positive interactions with suppliers and **attempt to use Pearsall vendors where possible**. A list of approved vendors can be obtained from The Finance Department. Honesty and courtesy are essential ingredients in all aspects of a buyer/supplier relationship.

All cardholders must follow the procedures below when using the Purchasing Card:

1. Determine if the transaction is an acceptable use of the card, and if it is within the cardholder's spending limit.
2. Identify the supplier. Call and fax or visit the supplier to place your order.
3. Identify the supplier, call, and fax or visit the supplier to place your order.
4. If the order is by mail, specify the cardholder name, company name, department name and shipping instructions. Also, specify the Purchasing Card number, expiration date and name as it appears on the card.
5. Indicate that the City is tax exempt* from sales tax and send or deliver a tax-exempt form (if required).
6. Confirm pricing, tax and freight.
7. Request that a hard copy of the pricing, tax and freight be faxed to the cardholder and/or included in the shipment of supplies.
8. Request that the supplier to show your name and the words "P-Card" appear on all packing lists and box labels. This will enable the receiving department to facilitate delivery of your supplies.

*Note: In some special cases (such as hotel taxes) the City is required to pay some forms of tax. If you have any doubts about the tax or if the vendor requires that tax be paid even if you have presented the City tax exempt card contact the Finance Department for additional instructions.

10.16 Receiving Supplies and Services

A copy of the charge slip, sales receipt or any other information related to the purchase must be kept in the receipt envelope.

Invoices with no amount due are the most optimal documentation since they itemize the purchases and show any sales tax that was incurred. A vendor's entry system usually prints an automatic invoice with the processed order. Instruct the vendor not to send the invoice to the Accounts Payable Department but directly to the individual cardholder making the purchase (this will prevent duplicate payments to vendors). If a purchase is made via mail or telephone, ask the vendor to include the receipt with the goods when shipping the product. The receipt is the only original documentation specifying tax paid on the purchase. Please remember that Finance will pay only from ORIGINAL invoices or sales slips. Faxed or Xerox documents cannot be accepted. If an invoice or sales slip is lost the cardholder will be responsible for obtaining a replacement original which has noted on it that it is to replace the previous invoice and identifying the invoice number and date of issuance.

Timely submission of paperwork is important. Delayed submission of paperwork will cause the card to be terminated.

10.17 Returns, Credits and Disputed Charges

Should a problem arise with a purchased item, service or charges, the cardholder should make every attempt to first resolve the issue directly with the supplier. Review of future statements is vital to ensure the account is properly credited for returns, credits and disputed charges. The cardholder should note all returned, credited or disputed items on the Purchase Card Transaction Log.

10.17.1 Returns

If an item needs to be returned to a supplier, the cardholder will contact the supplier and obtain instructions for the return. Note that some suppliers may charge a restocking or handling fee for returns. All returns should be indicated in the transaction log along with a notation of any restocking or handling fees.

10.17.2 Credits

If the item is accepted as returned by the supplier, a credit for this item should appear on the following month's statement. All credits should be indicated in the transaction log.

10.17.3 Disputed Charges

If a cardholder finds a discrepancy on a monthly statement, the cardholder should contact the supplier and attempt to resolve the problem directly. All disputed items should be indicated in the transaction log. The credit card vendor will place the charge in a "State of Dispute" and the account may be given a provisional credit until receipt of adequate documentation from the vendor if the dispute cannot be resolved directly with the vendor. If the documentation appears to be in order, the transaction will be re-posted to the account and the dispute considered closed. If the charge is suspected to be fraudulent, the card will be immediately blocked, continue to have a provisional credit (if given) and an investigation of the charge will continue. A new card will then be re-issued to the cardholder, if appropriate. If the charge appears legitimate, the transaction will then post to the new account.

11.0 RENTAL OF EQUIPMENT

11.1 RENTAL PROCEDURES

Rental of equipment should be handled as any other type of purchase and should be put on a purchase requisition and called in to the Finance Department for procurement. Each department should determine whether the proposed rental equipment is available in any other City department BEFORE placing their request. If it is available, the user department should ask for use of the equipment and should be granted use.

Certain vendors require that the City obtain a Certificate of Liability before rental equipment may leave the lot and if this is the case it is advised that the Department Head contact the Finance Department. The Finance Department will contact the Texas Municipal League Intergovernmental Risk Pool (TMLIRP) and provide all the necessary information so that a temporary Certificate of Liability may be issued. Please allow at least 24 hours for this process to be completed.

UNDER NO CIRCUMSTANCE SHOULD A DEPARTMENT SIGN A RENTAL AGREEMENT WITH A COMPANY UNLESS PRIOR APPROVAL HAS BEEN ISSUED BY THE CITY MANAGER

12.0 WARRANTIES AND SERVICE AGREEMENTS

12.1 PROCEDURES

The Finance Department will negotiate all Warranties and Service Agreements that commit the City to either a financial commitment for a contractual period of time. Should a department require a service agreement, a purchase request should be filled out describing the equipment involved, model and serial number/s, the period of time required and the account numbers to be debited and the requisition should be called in to the Finance Department.

It is the responsibility of each department to insure that needed service agreements exist on equipment.

UNDER NO CIRCUMSTANCES SHOULD A DEPARTMENT SIGN A SERVICE AGREEMENT UNLESS PRIOR APPROVAL IS RECEIVED FROM THE CITY MANAGER.

Once the agreement is approved by the Finance Director the agreement form will be sent to the Department Director for final signature. It is the responsibility of each department/division to maintain copies of agreements that pertain to their departments, to schedule service calls under the agreements, and to notify the Finance Department when agreement renewals via the above stated procedure should be scheduled.

13.0 LEASE/PURCHASE AGREEMENTS

13.1 PROCEDURES

Lease-Purchase agreements are capital items. Before such agreements are presented to the City Council

they shall be justified and presented to the City Manager for analysis of the actual capital cost including interest charges. Final decisions on lease purchases will be made by the City Manager's Office.

14.0 DISPOSAL OF SURPLUS MATERIALS AND EQUIPMENT

Any property that is movable or not attached to the land (referred to as personal property) such as furniture, fixtures, vehicles, equipment, tools, instruments, clothing, or other such items of value, which has lost its useful value to the City or has become obsolete, may be disposed of by any of the following methods. Personal property does not include real estate such as land, including the building or improvements on it, or its natural assets, such as minerals and water. On occasion, real estate may be authorized for sale in accordance section 20.15 of the city charter and state law.

City property shall, at the option of the City Manager or his designee, be disposed of by one of the following methods:

1. Auctioned competitively through GovDeals, the City's online auction website.
2. Traded in for new equipment; or
3. If the item has no value except for salvage, the City Manager or his designee may authorize such items to be sold as scrap for cash.

14.1 PROCEDURES FOR THE DISPOSAL OF SURPLUS MATERIALS AND EQUIPMENT

The **USING DEPARTMENT** is responsible for the following:

- a. Notifying the Finance Department in writing of the surplus equipment, including a complete description of the item or items, the make, model, serial number, and asset number.
- b. Transporting the surplus equipment to the Service Center.
- c. Preparing an Equipment/Vehicle Inspection Form.

NOTE: THE FINANCE DEPARTMENT MUST BE NOTIFIED IN WRITING BEFORE ANY ITEM/S WILL BE ACCEPTED AS SURPLUS PROPERTY AND ALL ITEMS MUST BE ACCOMPANIED BY AN EQUIPMENT/VEHICLE INSPECTION FORM AND DISPOSITION FORM. ITEMS SENT TO THE WAREHOUSE WITHOUT PROPER NOTIFICATION WILL NOT BE ACCEPTED.

The Finance Department is responsible for the following:

- a. Maintaining an inventory log of surplus equipment.
- b. Advising all departments of the availability of the surplus equipment.
- c. Releasing the equipment to any user department based on the greatest need.
- e. Scheduling an auction on www.govdeals.com/CityofPearsall
- f. Collecting the revenue for the sale.

14.2 PROCEDURES FOR THE DISPOSAL OF CITY OWNED SURPLUS VEHICLES

The **DEPARTMENT HEAD** is responsible for:

- a. Removing any decals from the vehicle(s).
- b. Notifying the using departments of the availability of the surplus vehicle(s), and/or reassignment of the vehicle(s), as necessary.

- c. Notifying the Finance Department in writing of the surplus vehicle(s), including year, make, model, vehicle identification number, color, and odometer reading of the vehicle(s) by completing the Equipment/Vehicle Inspection Form.
- d. Providing the Finance Department with the appropriate title (may be obtained from the City Secretary's office), odometer statement (when appropriate) and application for transfer of title form for the vehicle(s) to be sold.
- e. Removing all 'tax exempt' license tags from the vehicles.
- f. Removing any peripheral equipment, i.e. radio, siren, etc.
- g. Transporting the vehicles to the auction site.

The **FINANCE DEPARTMENT** is responsible for:

- a. Posting the vehicle, equipment, or asset to the online auction site GovDeals.
- b. Collecting the revenue for the sale.

14.3 PROCEDURES FOR THE DISPOSAL OF CONFISCATED OR ABANDONED VEHICLES

The **POLICE DEPARTMENT** is responsible for:

- a. Contacting the appropriate wrecker service to transport the vehicle to the wrecker service storage facility.
- b. Notifying the Finance Department if an item needs to be auctioned.

15.0 COMMUNICATIONS

15.1 TELEPHONE SERVICE AND REPAIR

All requests for Telephone Service and Repair shall be e-mailed to the Finance Department so that it may be processed and added to the City's account.

15.2 CELLULAR PHONES

The City of Pearsall has established an agreement with Verizon for Cellular Phones authorized to be used for City business only.

Purchasing Policy Acknowledgement

I ACKNOWLEDGE THAT I HAVE READ THE CITY OF PEARSALL CITY PURCHASING POLICY AND IF I DO NOT FOLLOW THESE RULES I WILL BE WRITTEN UP AND DEPENDING ON THE SEVERITY I FACE THE POSSIBILITY OF SUSPENSION/DISMISSAL.

EMPLOYEE SIGNATURE

EMPLOYEE PRINTED NAME & DATE

FINANCE DIRECTOR SIGNATURE

FINANCE DIRECTOR PRINTED NAME & DATE

DEPARTMENT HEAD SIGNATURE

DEPARTMENT HEAD PRINTED NAME & DATE

GLOSSARY OF TERMS

- **ADDENDUM:** A written document issued by the city that modifies or clarifies the solicitation prior to the due date. "Addenda" is the plural form of the word.

- **APPROVED PRODUCTS LIST (APL):** A list of products that have been approved prior to the bidding process that meet a defined specification. Referred to as a qualified products list.
- **ASSIGNMENTS:** The legal transfer of a right or property. An assignment is done when a bidder changes their name or legally reorganizes to ensure that a contractual relationship still exists between the City and the new business entity. Requires preparation and resolution with Council action after which new vendor information is added and Purchase Orders are adjusted.
- **AWARD:** The act of accepting a bid or proposal
- **BEST VALUE BID:** Criteria can be included in Bid or Proposal for consideration in addition to price. Award made to the Bidder/Proposer who provides goods or services at the best value to the City.
- **BID:** An offer to contract with the City submitted in response to a bid invitation issued by the Finance Department.
- **BID SECURITY (OFFER SECURITY):** The bid security protects the City in the event a low bidder (offeror) attempts to withdraw its bid/proposal or otherwise fails to enter into a contract with the City. Acceptable forms of bid/proposal securities are limited to: cashier's checks, certified checks, a surety bond (bid bond) from a company authorized to do business in Texas and United States.
- **BID TABULATION:** The recording of bids and bidding data for purposes of bid evaluation and record keeping.
- **BIDDER:** An individual or entity that submits a bid. The term includes anyone acting on behalf of the individual or other entity that submits a bid, such as agents, employees, and representatives.
- **BIDDER'S LIST:** A list of potential bidders maintained by the purchasing office setting out the names and addresses of suppliers of various goods and services from whom bids, proposals, and quotations can be solicited. This list is used to notify bidders when a new bid is advertised. Vendors can be added to particular bidders list by request.
- **BRAND NAME:** A trade name or product name which identifies a product as having been made by a particular manufacturer. Used in bids only for purposes of establishing a level of quality and performance of the item(s) in the bid specifications.
- BLANKET PURCHASE ORDER:** A simplified procurement method of filling the anticipated repetitive needs for supplies or services through the award of competitive line item contracts or discounts off of a supplier's catalog usually through competition. Used to reduce administrative expense resulting from small, repetitive requirements.
- **CENTRALIZED MASTER BIDDERS LIST (CMBL):** A list maintained by the Texas Comptroller containing names and addresses of prospective bidders.
- **CERTIFICATE OF NON-COLLUSION:** A statement signed by an individual authorized to sign for the company, submitting a bid/offer affirming that its agents, officers or employers have not directly or indirectly entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with particular bid/proposal or with any City official.
- **CHANGE ORDER:** A written order, signed by an authorized city official directing the contractor to make a change.
- **CITY SPECIFICATION:** A specification used whenever possible in the purchase of the item involved. Established standard of minimum quality for items or services purchased in volume by the City.
- **COMPETITIVE BIDDING:** The process of inviting and obtaining bids from competing sources in response to advertised competitive specifications, by which an award is made to the lowest and best bidder meeting the specifications. The process contemplates giving potential bidders a reasonable opportunity to bid, and requires all bidders be placed on the same plane of equality. Each bidder must bid on the same advertised specifications, terms and conditions in all the items and parts of a contract. The purpose of competitive bidding is to stimulate competition, prevent favoritism, and secure the best goods and services at the lowest practicable price, for the benefit of the City. Competitive bidding cannot occur where contract specifications, terms or conditions prevent or unduly restrict competition, favor a particular vendor, or increase the costs of goods or

services without providing a corresponding benefit to the City.

- **COMPETITIVE SEALED PROPOSAL (CONSTRUCTION):** Used to procure construction services to build City facilities. Similar to competitive bidding above, but provides a process whereby factors other than price can be considered in the award of a contract if these factors are published in the invitation to propose. Once bids are opened contractors are ranked based on the solicitations published criteria, then City staff negotiates with proposers in rank order until a contract is reached.
- **COMPETITIVE SPECIFICATIONS:** A specification stated in such a manner that two or more bidders can meet the specifications on the same plan of equality.
- **CONSTRUCTION:** Construction of new facilities or infrastructure; renovation or improvements to existing facilities or infrastructure.

CONTRACT: An obligation between two competent parties upon a legal consideration, to do or abstain from doing some act. A legally binding promise, enforceable by law. An agreement between parties with binding legal and moral force, usually exchanging goods or services for money or other considerations.

- **CONTRACTOR:** An individual, company, corporation, firm or combination thereof with whom the City develops a contract for the procurement of goods or services.
- **CONTRACTOR'S REPRESENTATIVE:** An individual designated by the bidder or Contractor to act on their behalf and with the authority to legally bind the bidder or Contractor concerning the terms and conditions set forth in bid and contract documents.
- **COOPERATIVE PURCHASING:** A program where the City can take advantage of state purchasing contracts as well as contracts through other entities (i.e. Houston Galveston Area Council (HGAC)] and Buyboard after council authorization of an interlocal agreement.
- **DEBARMENT:** When parties that are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each federal agency's codification of the Common Rule for Nonprocurement suspension and debarment. In addition, debarment is a term used to refer to the disqualification of a person from bidding/proposing with the city, or the award of a contract by the city, for a specified time commensurate with the seriousness of the offense, the failure, or the inadequacy of performance.
- **DEFAULT:** Failure of a party to a contract to comply with contractual requirements.
- **DESIGN SPECIFICATIONS:** A specification describing the essential physical characteristics which an item bid must possess to be considered for award and so detailed as to describe how the product is to be manufactured.
- **DISADVANTAGED BUSINESS ENTERPRISE (DBE):** As defined in 49 CFR 23.62 or other applicable federal regulations. All bidders/offers who are not DBE's on city projects, that are federally funded, must make a "good faith effort" to employ DBEs at the percentage rate called for by the particular funding agency.
- **EARLY PAYMENT DISCOUNT:** A discount from the purchase price allowed to the purchaser if payment is made within a specified period. Not used in determining low bid.
- **EMERGENCY PURCHASE:** A [purchase] made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality; (2) a procurement necessary to preserve or protect the public health or safety of the municipality's residents; (3) a procurement necessary because of unforeseen damage to public machinery, equipment, or other property. [TX Local Govt. Code 252.022(a)1-3]
- **EQUIVALENT PRODUCT:** A product that is equal in performance, quality and other specified characteristic to the specified product desired by the government entity.
- **ESCALATION CLAUSE:** A clause in a bid providing for a price increase under certain specified circumstances.
- **F.O.B.:** "Free on Board." This term refers to the point at which the title to goods transfers. Does not relate to freight charges.

- **FISCAL YEAR** (City of Pearsall): A period of 12 consecutive months, beginning October 1 of each year and ending September 30 of the preceding year.
- **FIXED PRICE CONTRACT**: A contract which provides for a firm price which cannot be increased for the full term of the contract.
- **FORMAL BID**: A written bid submitted in a sealed envelope in accordance with a prescribed format in accordance with procedures established by the Finance Department.
- **HISTORICALLY UNDERUTILIZED BUSINESS (HUB)**: A corporation formed for the purpose of making a profit in which 51 percent or more of all classes of the shares of stock or other securities are owned by one or more socially disadvantaged persons who have a proportionate interest and actively participate in the corporation's control, operation, and management. Groups include: Black Americans, Hispanic Americans, Women, Asian Americans, Pacific Americans, and Native Americans.
- **INTERLOCAL AGREEMENT**: An agreement in accordance with the laws of the State of Texas between the City of Pearsall and another government entity or other governmental entities. In Purchasing these inter-local agreements allow the city to participate in purchasing cooperatives or allows another entity to purchase off of city contracts.
- **INFORMAL BID**: An unsealed, competitive bid containing scope of work, bid form, minimal specifications with or without plans, and contract general conditions; submitted in hard copy format or via facsimile. Can be used for purchases under \$25,000.00.
- **INSPECTION**: Examination and/or testing of merchandise to determine whether it has been received in the proper quantity and condition, and to verify that it conforms to the applicable specifications.
- **LATE BID**: A bid that is received at the place designated in the invitation to bid after the time set for bid opening.
- **LEAD TIME**: The period of time between when the contractor receives the order and the agency receives the goods/services.
- **LEASE OF EQUIPMENT**: A contract granting use of equipment or other fixed assets for a specified time in exchange for payment. Title remains with the vendor.
- **LEASE PURCHASE**: An installment sale which gives the lessee the right to purchase the equipment at an agreed upon price under certain conditions. Title passes from seller to purchaser if and at the time the option to purchase is exercised.
- **LETTER OF AWARD**: Letter of notification announcing award of the contract to bidder. May be used in lieu of issuing a Purchase Order to awarded vendor.
- **LIFE-CYCLE COSTING**: A procurement technique which considers operating, maintenance, acquisition price, and other costs of ownership in the award of contracts to ensure that the item acquired will result in the lowest total ownership cost during the time the item's function is required.
- **LOCAL GOVERNMENT**: A county, municipality, school district, junior college district, other special district, or other legally constituted political subdivision of the state.
- **LOW BID/HARD BID**: Awarded on the basis of price. Award must be made to the lowest, responsive, responsible Bidder.
- **LOWEST (RESPONSIVE AND) RESPONSIBLE BIDDER**: The bidder submitting the lowest initial price and capable of performing the proposed contract; or the bidder who submits the most advantageous bid, price and other factors considered, according to the criteria set forth in the solicitation.
- **MANUFACTURER'S PRICE LIST**: A price list published in some form by the manufacturer and available to and recognized by the trade. The term does not include a price list prepared especially for a given bid.
- **MINOR TECHNICALITY**: A requirement in bid or proposal which, if waived or modified by the city when evaluating bids, would not give a bidder an unfair advantage over other bidders or result in a material change in the contract.
- **MONTH-TO-MONTH**: If a formal contract expires without a new one already in place but the need for the service/supply still exists, that contract can be used up to six months beyond the

expiration date or until a new contract is in place, whichever occurs first. This does not mean that a Purchase Order needs to be issued each month in order to continue using the vendor's services- a single additional Purchase Order for more than one month will suffice.

- **MULTIPLE AWARD CONTRACT PROCEDURE:** A purchasing procedure by which the City may make awards to multiple vendors based on the most advantageous combination of base bids, alternate bids, options, or individual bid items in the best interest of the city.
- **NEGOTIATED PROCUREMENT:** A solicitation in which it is not advantageous to set forth all the actual, detailed requirements at the time of solicitation and responses are subject to negotiation. Price must be a factor in the award but not the sole factor.
- **NON RESIDENT BIDDER:** A bidder whose principal place of business is not in Pearsall and does not include a bidder whose majority owner or parent company has its principal place of business in Pearsall.
- **NOTICE OF AWARD:** A letter signed by the Finance Director, his designee notifying vendor or vendors of award. The award letter is prepared after the Pearsall City Council has made a motion to award.
- **OEM:** Original equipment manufacturer.
- **OFFER:** A bid or proposal by one party to another which is intended of itself to create legal relations on acceptance by the party to whom it is made.
- **ONE TIME PURCHASE:** Type of solicitation used for the purchase of capital items on a "one-time" basis (example: purchase of a forklift or other equipment). Purchases of equipment may include installation and/or setup.
- **OPTION TO EXTEND:** A contract clause that allows the city to reinstate the contract for an additional terms (often time in yearly increments).
- **PAYMENT BOND:** A corporate surety bond from a company authorized to do business in the state of Texas and U.S. Treasury Certified if the contract amount is over \$100,000.00. Payment bonds are supplied by a successful bidder/offeror to protect material suppliers and subcontractors who have a contractual relationship with the prime contractor or a subcontractor to supply public work labor or material on a city project. Acceptable bonds must be provided by a corporate surety licensed to do business in the state of Texas and United States treasury certified if the amount of the public work contract is \$100,000.00 or above. Subcontractors and Suppliers have a defined time limit in which they can make a claim through the project payment bond.
- **PERFORMANCE BOND:** A corporate surety bond from a company authorized to do business in the state of Texas and U.S. Treasury Certified if the contract amount is over \$100,000.00. Performance bonds are supplied by a successful bidder to protect the city against loss due to the bidders/offeror's inability to complete the contract as agreed.
- **PERFORMANCE SPECIFICATION:** A specification setting out performance requirements that have been determined to be necessary for the item involved to perform and last as required.
- **PLANHOLDER'S LIST(Construction):** A list of contractors, suppliers, plan rooms, and city staff ,generated for each bid, that have checked out a set of construction plans and specifications. These lists are used as the mailing list for each project when it is necessary to issue an amendment to a construction project and also to verify receipt and return of deposit checks.
- **PRE-BID CONFERENCE:** A meeting scheduled in a solicitation for the purpose of providing clarification as needed. Substantive questions raised at a pre-bid conference are answered in writing and may modify the solicitation via an amendment. In all cases the Pre-Bid Conference must be advertised as non- mandatory.
- **PRINCIPAL PLACE OF BUSINESS:** A permanent business office located in Pearsall from which a bid is submitted and from which business activities are conducted other than submitting bids to governmental agencies, where at least one employee works for the business entity submitting bids.
- **PROCUREMENT CARD:** City term contract credit card program designed as a payment method to streamline small dollar purchases.
- **PROFESSIONAL SERVICES:** Services that use skills that are predominately mental or

intellectual, rather than physical or manual such as accounting, architecture, land surveying, medicine, optometry, professional engineering, etc.

- **PROPRIETARY:** Products or services manufactured or offered under exclusive right of ownership, including rights under patent, copyright or trade secret law. A product or service is proprietary if it has a distinctive feature or characteristic which is not shared or provided by competing or similar products or services.

- **PROTEST PROCEDURES:** Procedures for resolving vendor protests relating to purchasing issues.

- **PUBLIC BID OPENING:** The opening of bids at the time and place advertised in the invitation to bid, in the presence of anyone who wishes to attend. Bids and competitive sealed proposals are read aloud. Pricing does not need to be read aloud for Request for Proposals (RFP).

PURCHASE ORDER: A purchaser's written document to a vendor formalizing all the terms and conditions of a proposed transaction, such as a description of the requested item, delivery schedule, terms of payment, and transportation.

- **RECYCLED MATERIAL CONTENT:** The portion of a product made with recycled materials consisting of pre-consumer materials (waste), post-consumer materials (waste), or both.

- **RECYCLED MATERIALS:** Materials, goods, or products that contain recyclable material, industrial waste, or hazardous waste that may be used in place of raw or virgin materials in manufacturing a new product.

- **RECYCLED PRODUCT:** A product that meets the requirements of recycled material content as prescribed by the rules established by the Texas Natural Resource Conservation Commission in consultation with the Comptroller of Public Accounts.

- **REMANUFACTURED PRODUCT:** A product that has been repaired, rebuilt, or otherwise restored to meet or exceed the original equipment manufacturers (OEM) performance specifications; provided, however, the warranty period for a remanufactured product may differ from the OEM warranty period.

- **RENT:** Payment for the use of property.

- **REQUEST FOR INFORMATION (RFI):** To be used when the purchaser cannot clearly identify product requirements/specification.

- **REQUEST FOR PROPOSAL (RFP):** A solicitation requesting submittal of a proposal in response to the required scope of services that usually includes some form of a cost proposal.

- **REQUEST FOR QUALIFICATIONS (RFQ):** Used for procuring Professional and Consulting Services. These services are provided by a person who is licensed or registered (examples: CPA, Architect, Physician, Professional Engineer, Real Estate Appraiser, Registered Nurse). Providers of professional services may not be selected on the basis of competitive bids, but must be selected on the basis of demonstrated competence and qualifications.

- **REQUEST FOR QUOTATION:** A procurement method that requires contacting at least three vendors for a price quotation. This method is generally used for seeking competition on small purchases.

- **REQUIREMENTS BID:** Also known as "materials or supplies" bid. Used for annual requirements that exceed \$25,000 in value. Purchaser commits to place all of its requirements for a particular item or service with the awarded contractor for a specified term.

- **REQUISITION:** An internal document by which the User Department requests the Finance Department to initiate a procurement.

- **RESPONSIBLE BIDDER:** A business entity which has the capability in all respects to fully perform the contract requirements and whose integrity and reliability will assure good faith performance. Factors considered in evaluating responsibility may include: financial resources, past performance, delivery capability, experience, organization, personnel, technical skills, operations controls, equipment, and facilities.

- **RESPONSIVE BIDDER:** A business entity Determined by the Finance Department to be in substantial conformance with the specifications, delivery requirements and conditions prescribed in a solicitation, free of material mistake or errors.

- **SALVAGE VALUE:** The estimated value of a property when the user completes their use of the property.
- **SEALED BIDS:** A bid which has been submitted in a sealed envelope to prevent its contents being revealed or known before the deadline for the submission of all bids; usually required by law or rule on major procurements to enhance fair competition.
- **SERVICE:** The furnishing of skilled/unskilled labor or professional work, but does not include professional services covered by the Professional & Consulting Services Act (defined in Chapter 2254 of the Texas Government Code).
- **SERVICES BIDS:** These types of bids include, but are not limited to, janitorial services, security guard services, repair services, rental/lease services.
- **SOLE SOURCE PROCUREMENT:** A situation created due to the inability to obtain competition. May result because only one vendor or supplier possesses the unique ability or capability to meet the particular requirements of the solicitation.
- **SOLICITATION:** A process of notifying prospective bidders or offerors that the city wishes to receive bids/offers for furnishing goods or services via the invitation for bids, request for competitive sealed proposals, or request for proposal (RFP).
- **SPECIFICATION:** A precise description of the physical or functional characteristics of a product, good or construction item. The bidder or proposer must be responsive to specifications in order to be considered for award of a contract.
- **STANDARD:** The established and fixed measure used in assessing quality or performance.
- **TERMINATION:** Action under a purchase order or contract that directs the cancellation, either in whole or in part, of any work or performance remaining to be done. This may be for the convenience of the purchasing organization, or more commonly because of the default of the performing organization.
- **TERMS & CONDITIONS:** The provisions specifying the nature of a contract.
- **TEXAS LOCAL GOVERNMENT CODE:** The State statutes governing the operation of local governments within the state of Texas. Local Government Code Chapters 252 and 271 govern procurement by municipal governments.
- **TITLE:** Ownership.
- **UNIFORM COMMERCIAL CODE (UCC), ARTICLE 1:** A codification of law which clarifies and regulates the rights and obligations of buyer and sellers engaging in commercial transactions. It has been adopted by all states except Louisiana.
- **UNIT PRICE:** The price of a selected unit of a good or service, e.g., price per ton, per labor hour, or per foot.
- **VENDOR:** A supplier of goods or services to the City.

City Council Agenda

Approved for Agenda:

City Manager's Office

MEETING DATE: May 12, 2020

TO: City Council

FROM: Estrellita Ballesteros, Planner

SUBJECT: TxCDBG Downtown Revitalization Program

Purpose:

Agenda verbiage:

1. Discuss the TxCDBG Downtown Revitalization Program (DRP) as administered by the Texas Department of Agriculture.
2. Discuss and authorize procurement of professional services and engineering services for the 2020 Downtown Revitalization Program application preparation and implementation.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

No cost at this time, but a 15% (\$75,000) match contribution will be needed in order to receive the maximum points.

Discussion:

Grants are awarded to rural Texas cities to make public improvements within a designated historic downtown commercial district. Applicants must designate an "historic commercial district" and provide a map showing district boundaries and the locations/names of the businesses within that district. The maximum grant amount is \$500,000.

2020 Texas Capital Fund Downtown Revitalization Program

The Texas Department of Agriculture (TDA) administers the Texas Capital Fund (TCF) – Downtown Revitalization grant program. Grants are awarded to rural Texas cities to make public improvements within a designated historic downtown commercial district.

Applicants must designate an “historic commercial district” and provide a map showing district boundaries and the locations/names of the businesses within that district.

The deadline to apply for funds is August 4, 2020. Score ranking will be announced by the end of the year, but contracts will not be issued until 2021 funds are committed. Match could be budgeted in your fiscal years 2020-21 and 2021-22. The grant contract period is 24 months.

Basic Information:

- The maximum grant request has been increased to \$500,000.
- The applicant city is required to provide a match of 5%, but the application will not be competitive.
- It is strongly encouraged to provide the maximum match of 15% for maximum points and competitiveness.
- For the maximum grant of \$500,000, the applicant must provide at least 5% (\$25,000).
- To receive maximum points (encouraged) the applicant needs to inject 15% of the request (\$75,000).
- Match can be cash and/or force account.
- The engineer fees are not grant eligible, but they are match eligible. Meaning, the money expended on engineering costs are paid by the City, but count toward the match. Therefore, cash is required for the match because all engineering fees are cash from the city.
- Additionally, the administration fees can be utilized as a match and would require cash.
- Match can be provided by the local economic development corporation (4B sales tax revenues).
- Match can be spread between two budget years.

Eligible uses of TCF-DRP funds include:

- Activities required to eliminate architectural barriers for the handicapped (usually deteriorated sidewalks or lack of curb cuts and ADA ramps). Extra points are awarded if at least **50%** of the requested funds are spent on ADA compliance activities such as sidewalks, handicap ramps, handrails, and/or ADA parking. For a request of \$500,000, that means at least **\$250,000** must be spent addressing ADA issues.
- Lighting, sidewalks, public parking lots;
- Water lines, storage and pumping facilities, and related items;
- Sewer lines, lift stations, and related items;
- Road construction/renovation, to include curb and gutter and related drainage;
- Natural gas lines;
- Electrical power lines and transformers;
- Purchase of land, easements, rights-of-way necessary for project; and
- Administration (partial funding only).

The first steps toward preparing an application (after procurement is complete) is to identify what type of project you want to pursue and have an engineer develop a budget and determine and identify the boundaries of the historic district on a map. The rest of the application documents can be prepared once these two activities are underway.

Other actions prior to submitting an application include conducting a public hearing, City Council approving several resolutions outlined below, and publishing a public notice in the newspaper informing the citizen that the application will be submitted.

The public hearing and Council meeting to adopt the required resolutions, which are outlined below, should not be held on the same day that the resolutions are adopted to give adequate time for public comment. The public hearing must be held after 5 PM. The public hearing notice must be published at least three days before the hearing date.

During the public hearing, the following items are discussed:

1. Proposed boundaries of "historic commercial district;"
2. Proposed Public Access Plan to ensure storefront entries are not blocked unnecessarily during the infrastructure construction period; and
3. Regular TxCDBG public hearing items including discussion of a citizen participation plan, the development of local community development, economic development and historic preservation needs, the amount of TCF funding available, all eligible activities and the use of past TCF funds.

Application items requiring Council action:

1. Resolution adopting citizen participation plan and complaint procedures for TxCDBG projects (if the City doesn't currently have a compliant TxCDBG plan & procedure).
2. Resolution adopting boundaries of "historic commercial district."
3. Resolution determining that "slum" and/or "blight" conditions exist within the designated district. This is a program requirement. The designation applies to the condition of the public facilities (sidewalks, streets, curbs, etc.) that are in need of repair. It makes no determination of the condition of privately-owned properties and has no impact on private property values.
4. Resolution authorizing application to be submitted along with authorized representatives.

City Council Agenda

Approved for Agenda:

City Manager's Office

MEETING DATE: May 12, 2020

TO: City Council

FROM: Estrellita Ballesteros, Planner

SUBJECT: TxCDBG Planning and Capacity Building Fund

Purpose:

Agenda verbiage:

- 1) Discuss the TxCDBG Planning and Capacity Building Fund as administered by the Texas Department of Agriculture.
- 2) Consider and Discuss authorization to issue requests for proposals (RFP) for planning services for the development of a comprehensive plan related to the TxCDBG Planning and Capacity Building Fund administered by the Texas Department of Agriculture.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

There is no cost at this time, but if awarded a federal grant, the Match amount would 25% of the grant awarded.

Discussion:

TDA's Planning/Capacity Building Fund provides up to \$55,000 to produce reports and maps that pool citizen input to define a vision for the City and illustrate the existing and desired development for the next 10 years. This cap may rise to \$60,000 in the 2020 planning application round. Grant amounts are based on the size of your city and the studies which you choose.

Available studies include: Housing, Land Use, Demographics, Economic Development, Water, Central Business District, Drainage, Wastewater, Capital Improvements Program, Parks/Open Space, Streets, Special Studies (Gas, Electric), Zoning Ordinance, Subdivision Ordinance, Thoroughfares.

City Council Agenda

Approved for Agenda:

City Manager's Office

MEETING DATE: 05/06/20

TO: City Council

FROM: Federico Reyes, City Manager

SUBJECT: Discuss and consider authorizing the city manager to execute change order #4 for the city hall annex building

Purpose:

This change order will include the removal and replacement of concrete forms, grading and blading of added parking spaces at new city hall.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

\$2,645.00

Discussion:

None at this time.



Wells Construction
PO Box 216
Pleasanton TX 78064
830 569-2917

License:

Request For Change Order

Order#: 3

Order Date: 03/02/2020

To: City of Pearsall TX
215 S Ash St
Pearsall TX 78061

Project: 3745
Pearsall New City Hall Annex
215 S Ash St
Pearsall TX 78061

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached ☐

Ordered By: 12 Roger Wells

Customer Order:

Specifications Attached ☐

Description of Work	Amount
Additional parking as per ASI #2	20,717.25
Sitework, paving, striping	\$18,015.00
Concrete curbs	\$ 2,600.00
Wells Construction	\$ 2,702.25
Total	\$20,717.25

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change

20,717.25

The original Contract Sum was	949,117.00
Net change by previous Change Orders	2,084.92
The Contract Sum prior to this Change Order	951,201.92
The Contract Sum will be changed by this Change Order	20,717.25
The new Contract Sum including this Change Order will be	971,919.17
The Contract Time will be changed by	0 Days

Owner: _____ Date: _____

Contractor: _____ Date: _____

City Council Agenda

Approved for Agenda:

City Manager's Office

MEETING DATE: 05/12/2020

TO: City Council

FROM: Santos Alarcon, Finance Director

SUBJECT: Discuss and consider authorizing the City Manager to accept desktop, monitor, and accessory quote from CDW-G to replace 49 of the City's desktop computers.

Purpose:

Administration is requesting Council approval to implement a citywide computer replacement program that consist of upgrading 49 desktops and monitors. The proposed packaged quote, based on DIR-TSO-3808 prices, totals \$65,077.29 or \$1,263.81 a computer including 3 year extended warranty.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

The computer purchase will be financed through Government Capital Corporation which includes a first payment deferral until 2021.

Discussion:

Upgrading the City's computer hardware is necessary to maintain the efficiencies and integrity of vital operational processes which require modern hardware and software applications.



Customer: City of Pearsall
Sales Rep: JC Fiorino jc@o-ltd.net

Proposal

2020-19738

May 6th, 2020

1133 Broadway
San Antonio, Texas 78215
p 210.212.7742 | f 210.212.8845

Propose To:	Installation Location:
City of Pearsall	City of Pearsall
215 S Ash St	215 S Ash St
Pearsall, TX 78061	Pearsall, TX 78061

City of Pearsall

Comments:

Teknion - TxMas (Contract - #19-7112)

National - TXMAS-#11-71050

KI - OT53840 Sourcewell

Clerk Rm 110:

Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 1 BLED48	Teknion, LLC - R&B Expansion Casegoods Linear LED Light, 48"w Tag1: Clerk Rm 110 Item Finishes & Options: Light Option : Standard Mounting Option : Standard (S) Optional Features : Light Only Country of Installation : United States or Canada (A) Finish : Clear Anodized (AC)	1	\$176.26	\$176.26
Line: 2 BMHCL15 7843	Teknion, LLC - R&B Expansion Casegoods Standard Hutch - Solid Hinged Doors, 15"d x 78"w x 43"h (1-3/16") Tag1: Clerk Rm 110 Item Finishes & Options: Door Front Finish : Foundation Laminate (~A) Foundation Laminate : Skipped Option (...) Edge Trim Finish : Skipped Option (...)	1	\$504.33	\$504.33

Item No.	Item Description	Qty	Item Sell	Ext Sell
	Case Finish : Skipped Option (...) Shelf & Hardware Finish : Mica Colors (~Mica) Mica Colors : Skipped Option (...) Key Style : Key Alike (K)			
Line: 3 BMLFL124 48R	Teknion, LLC - R&B Expansion Casegoods Return with Pedestal - File/File, Flush Full Modesty, 24"d x 48"w (1-3/16") Tag1: Clerk Rm 110 Item Finishes & Options: Worksurface Finish : Foundation Laminate (~A) Foundation Laminate : Skipped Option (...) Drawer Front Finish : Foundation Laminate (~A) Foundation Laminate : Skipped Option (...) Edge Trim Finish : Skipped Option (...) Case and Modesty Finish : Skipped Option (...) Pull Style : Rectilinear (9) Pull Finish : Mica Colors (~Mica) Mica Colors : Skipped Option (...) Key Style : Key Alike (K)	1	\$419.55	\$419.55
Line: 4 BMSRB30 72L	Teknion, LLC - R&B Expansion Casegoods Rectangular Desk with Single Pedestal, 30"d x 72"w (1-3/16") Tag1: Clerk Rm 110 Item Finishes & Options: Worksurface Finish : Foundation Laminate (~A) Foundation Laminate : Skipped Option (...) Drawer Front Finish : Foundation Laminate (~A) Foundation Laminate : Skipped Option (...) Case, Gable and Modesty Panel Finish : Skipped Option (...) Pull style : Rectilinear (9) Hardware and Pull Finish : Mica Colors (~Mica) Mica Colors : Skipped Option (...) Key Style : Key Alike (K)	1	\$554.59	\$554.59
Line: 5 BOTB2178	Teknion, LLC - R&B Expansion Casegoods Tackboard - Hutch Mounted, 21" h x 78" w Tag1: Clerk Rm 110 Item Finishes & Options: Element Finishes (Fabrics) : Fabric Grade A (~A) Fabric Grade A : Skipped Option (...)	1	\$63.33	\$63.33

Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 6 BSLF1830 53	Teknion, LLC - R&B Expansion Caseloads Lateral File, Four Drawers, 18"d x 30"w x 53"h Tag1: Clerk Rm 110 Item Finishes & Options: Drawer Front Finish : Foundation Laminate (~A) Foundation Laminate : Skipped Option (...) Pull Style : Rectilinear (9) Pull Finish : Skipped Option (...) Key Style : Key Alike (K)	1	\$627.98	\$627.98
Line: 7 N60SDW	National Office Furniture Company, Inc - National Seating TAG,WALLSAVER GUEST,SQUARE WOOD BACK,ARMLESS Tag1: Clerk Rm 110 Item Finishes & Options: UPHOLSTERY GRADE : GRADE 3 (3) PRIMARY UPH PATTERN COLOR : Skipped Option (...) FINISH : Skipped Option (...) FRAME PAINT COLOR : PLATINUM METALLIC (501) GLIDE : OPTIONAL GLIDE-SOFT SURFACE (C8)	2	\$334.53	\$669.06
Line: 8 NSBYNYH	Teknion, LLC - Seating Sabrina Synchro-Tilt Task Chair,No Hdrst-No Coat Hngr,W/Lmbr Elmnt,Hght Adj. T-Arms w/Pvt,Dual Uph Tag1: Clerk Rm 110 Item Finishes & Options: Sabrina Mesh Back : Skipped Option (...) Sabrina Seat Finishes : Fabric Grade 3 (~F03) Seating Fabric Grade 3 : Skipped Option (...) Cylinder Style : Standard (1) Mechanism Style : Standard with Forward Tilt (F) Frame Finish : Skipped Option (...) Base Finish : Polished Aluminum (C9) Caster / Glide : Casters (Soft) (A) Assembly Style : Fully Assembled (F)	1	\$530.49	\$530.49

Clerk Rm 110.....\$3,545.59

Closet Rm 115:

Item No.	Item Description	Qty	Item Sell	Ext Sell

Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 10	Essendant - HON Furniture	3	\$792.00	\$2,376.00
H314C	310 Series Vertical File 4 Drawer Legal w/Lock Tag1: Closet Rm 115 Item Finishes & Options: Lock Opts : Standard Random Key Lock (.P) Select Paint Color : Undecided PAINT Option (~)			

Closet Rm 115.....\$2,376.00

Conference Rm 106:

Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 11	Teknion, LLC - R&B Expansion Casegoods	1	\$835.07	\$835.07
BCXCRP4 2120SLS	Rect. Conf. Table - Panel Bases, 42"d x 120"w, Straight, Linear Power Module - Standard 18"(1-9/16") Tag1: Conference Rm 106 Item Finishes & Options: Worksurface Finish : Foundation Laminate (1-9/16") (~A) Foundation Laminate (1-9/16") : Skipped Option (...) Base Infill Finish : Source Laminate (~S) Source Laminate : Skipped Option (...) Support Finish : Mica Colors (~Mica) Mica Colors : Skipped Option (...)			
Line: 12	Teknion, LLC - R&B Expansion Casegoods	2	\$204.08	\$408.16
BLELPS04 42P072	Linear Power Module, Standard 18" - 4 Power/4 USB/2 Media, Plug-In, 72" Tag1: Conference Rm 106 Item Finishes & Options: Door & Case Finish : Mica Colors for BLELP (~Mica) Mica Colors for BLELP : Skipped Option (...) Frame Finish : Mica Colors for BLELP (~Mica) Mica Colors for BLELP : Skipped Option (...)			
Line: 13	National Office Furniture Company, Inc - National Seating	10	\$726.17	\$7,261.70
N65DDSA	AURORA,MID BACK,KNEE TILT,SEAT SLIDE,ALUMINUM Tag1: Conference Rm 106 Item Finishes & Options:			

Item No.	Item Description	Qty	Item Sell	Ext Sell
	UPHOLSTERY GRADE : GRADE 3 (3) PRIMARY UPH PATTERN COLOR : Skipped Option (...) CASTER : SOFT DUAL WHEEL,BLACK (C4)			

Conference Rm 106.....\$8,504.93

Courtroom Rm 113:

Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 14 CBV3628 HBS	National Office Furniture Company, Inc - National Casegoods BASE SUPPORT,36WX28H,H-STYLE BASE,PLATINUM METALLIC Tag1: Courtroom Rm 113	4	\$229.64	\$918.56
Line: 15 N60SDW	National Office Furniture Company, Inc - National Seating TAG,WALLSAVER GUEST,SQUARE WOOD BACK,ARMLESS Tag1: Courtroom Rm 113 Item Finishes & Options: UPHOLSTERY GRADE : GRADE 3 (3) PRIMARY UPH PATTERN COLOR : Skipped Option (...) FINISH : Skipped Option (...) FRAME PAINT COLOR : PLATINUM METALLIC (501) GLIDE : OPTIONAL GLIDE-SOFT SURFACE (C8)	40	\$334.53	\$13,381.20
Line: 16 N65AASA	National Office Furniture Company, Inc - National Seating AURORA,HIGH BACK,SYNCHRO,SEAT SLIDE,ALUMINUM Tag1: Courtroom Rm 113 Item Finishes & Options: UPHOLSTERY GRADE : GRADE 3 (3) PRIMARY UPH PATTERN COLOR : Skipped Option (...) CASTER : SOFT DUAL WHEEL,BLACK (C4)	8	\$793.80	\$6,350.40
Line: 17 N65DDSA	National Office Furniture Company, Inc - National Seating AURORA,MID BACK,KNEE TILT,SEAT SLIDE,ALUMINUM Tag1: Courtroom Rm 113 Item Finishes & Options: UPHOLSTERY GRADE : GRADE 3 (3) PRIMARY UPH PATTERN COLOR : Skipped Option (...) CASTER : SOFT DUAL WHEEL,BLACK (C4)	4	\$726.17	\$2,904.68

Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 18 N78D2M	National Office Furniture Company, Inc - National Seating CONFIDE,BENCH,TWO SEAT,ARMLESS Tag1: Courtroom Rm 113 Item Finishes & Options: UPHOLSTERY GRADE : GRADE 3 (3) PRIMARY UPH PATTERN COLOR : Skipped Option (...) PAINT : PLATINUM METALLIC (501) GLIDE : SOFT GLIDE (C10)	3	\$571.86	\$1,715.58
Line: 19 WWN3672 WSSDL	National Office Furniture Company, Inc - National Casegoods WAVEWORKS,36DX72W,SURFACE,RECTANGULAR,HPL Tag1: Courtroom Rm 113 Item Finishes & Options: SUPPORT : MAIN (M) RIM PROFILE : Skipped Option (...) GROMMET : NO GROMMET (X) WIRE MANAGER COLOR : NO WIRE MANAGER (X) MODIFIED DEPTH : NO MODIFIED DEPTH (STANDARD) (X) MODIFIED WIDTH : NO MODIFIED WIDTH (STANDARD) (X) TOP LAMINATE GROUP : STANDARD LAMINATE (STD) LAMINATE COLOR : Skipped Option (...)	2	\$336.15	\$672.30

Courtroom Rm 113.....\$25,942.72

Judge Rm 111:

Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 20 BASML39 10	Teknion, LLC - R&B Expansion Casegoods Suspended Modesty Panel - Solid, 39"w x 10"h Tag1: Judge Rm 111 Item Finishes & Options: Worksurface Style : Standard Solid Top ("D", "M" & "X") (S) Modesty Panel Finish : Source Laminate (~S) Source Laminate : Skipped Option (...)	1	\$30.16	\$30.16
Line: 21 BFRGW24 1872R	Teknion, LLC - R&B Expansion Casegoods Freestanding Tower with Full Glass Doors, Wardrobe, 24"d x 18"w x 72"h, Right Side	1	\$539.18	\$539.18

Item No.	Item Description	Qty	Item Sell	Ext Sell
	Tag1: Judge Rm 111 Item Finishes & Options: Case Finish : Source Laminate (~S) Source Laminate : Skipped Option (...) Door Frame Finsih : Mica Colors (~Mica) Mica Colors : Skipped Option (...) Glass Door Finish : Back-Painted Glass (~BP) Glass Finish : Skipped Option (...) Key Style : Key Alike (K)			
Line: 22 BLGE	Teknion, LLC - R&B Expansion Casegoods Elliptical Grommet Tag1: Judge Rm 111 Item Finishes & Options: Worksurface Thickness : 1-3/16" (M) Grommet Finish : Mica Colors (~Mica) Mica Colors : Skipped Option (...)	1	\$3.69	\$3.69
Line: 23 BMALHTE 29217576 NL	Teknion, LLC - R&B Expansion Casegoods HA L-Shape Tapered Penin -High -Ext Bevel Post, 29"dA x21"dB x75"wA x76"wB,No Grommet, L (1-3/16") Tag1: Judge Rm 111 Item Finishes & Options: Switch : Display with Up/Down Memory (~D) Display with Up/Down Memory : Display with Up/Down Memory (D) Worksurface Finish : Foundation Laminate (~A) Foundation Laminate : Skipped Option (...) Base Finish : Mica Colors (~Mica) Mica Colors : Skipped Option (...)	1	\$1,554.86	\$1,554.86
Line: 24 BMASLPH 76240780 ON	Teknion, LLC - R&B Expansion Casegoods Sec. Desk for H-A L-Shape Worksurface - High, 76"w WS x 24"d x 78"w, Pos 00, No Grommet (1-3/16") Tag1: Judge Rm 111 Item Finishes & Options: Worksurface Finish : Foundation Laminate (~A) Foundation Laminate : Skipped Option (...) Gable Finish : Source Laminate (~S) Source Laminate : Skipped Option (...)	1	\$336.11	\$336.11

Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 25 BSSDMYH 2430N	Teknion, LLC - R&B Expansion Casegoods Cabinet for 24"d High Sec. Desk - End Position, In Front of H-A Mechanism, 30"w (1-3/16") Tag1: Judge Rm 111 Item Finishes & Options: Door Front Finish : Source Laminate (~S) Source Laminate : Skipped Option (...) Pull Style : Rectilinear (9) Foundation & Mica Colors : Mica Colors (~Mica) Mica Colors : Skipped Option (...) Key Style : Key Alike (K)	1	\$222.84	\$222.84
Line: 26 BSSOMY H2430	Teknion, LLC - R&B Expansion Casegoods Bookcase for 24"d High Secondary Desk - End Position, In Front of H-A Mechanism, 30"w (1-3/16") Tag1: Judge Rm 111 Item Finishes & Options: Case Finish : Source Laminate (~SrcLam) Source Laminate : Skipped Option (...)	1	\$170.57	\$170.57
Line: 27 BSSPCNH 2418	Teknion, LLC - R&B Expansion Casegoods Stretch Pedestal for 24"d Sec. Desk High - Center Position, Not In Front of H-A Mechanism, 18"w Tag1: Judge Rm 111 Item Finishes & Options: Drawer Front Finish : Source Laminate (~S) Source Laminate : Skipped Option (...) Pull Style : Rectilinear (9) Foundation & Mica Colors : Skipped Option (...) Key Style : Key Alike (K)	1	\$275.45	\$275.45
Line: 28 N60SDW	National Office Furniture Company, Inc - National Seating TAG,WALLSAVER GUEST,SQUARE WOOD BACK,ARMLESS Tag1: Judge Rm 111 Item Finishes & Options: UPHOLSTERY GRADE : GRADE 3 (3) PRIMARY UPH PATTERN COLOR : Skipped Option (...) FINISH : Skipped Option (...) FRAME PAINT COLOR : PLATINUM METALLIC (501)	2	\$334.53	\$669.06

Item No.	Item Description	Qty	Item Sell	Ext Sell
	GLIDE : OPTIONAL GLIDE-SOFT SURFACE (C8)			
Line: 29 N92M2B	National Office Furniture Company, Inc - National Seating FRINGE,MID BACK,TWO SEAT,ARMS Tag1: Judge Rm 111 Item Finishes & Options: UPHOLSTERY GRADE : GRADE 3 (3) PRIMARY UPH PATTERN COLOR : Skipped Option (...) FRONT ARM GROMMET : NO FRONT ARM GROMMET (X) FRONT SEAT GROMMET : NO FRONT SEAT GROMMET (X) LEG MATERIAL/FINISH : Skipped Option (...) GLIDE : SOFT GLIDE (C10)	1	\$1,353.11	\$1,353.11
Line: 30 NSBYNYH	Teknion, LLC - Seating Sabrina Synchro-Tilt Task Chair,No Hdrst-No Coat Hngr,W/Lmbr Elmnt,Hght Adj. T-Arms w/Pvt,Dual Uph Tag1: Judge Rm 111 Item Finishes & Options: Sabrina Mesh Back : Skipped Option (...) Sabrina Seat Finishes : Fabric Grade 3 (~F03) Seating Fabric Grade 3 : Skipped Option (...) Cylinder Style : Standard (1) Mechanism Style : Standard with Forward Tilt (F) Frame Finish : Skipped Option (...) Base Finish : Polished Aluminum (C9) Caster / Glide : Casters (Soft) (A) Assembly Style : Fully Assembled (F)	1	\$530.49	\$530.49

Judge Rm 111.....\$5,685.52

Lobby:

Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 32 DNDB0S2 T0	KI (Krueger International, Inc.) - Classroom Furniture (Delivered) Doni Tandem,2-Seat,0 In-Line Tbl,No Arms,Uph Seat,Two- Tone Tag1: Lobby Item Finishes & Options: Corner Table Frame Colors : Skipped Option (...) Two-Tone Poly Color : Skipped Option (...)	1	\$903.06	\$903.06

Item No.	Item Description	Qty	Item Sell	Ext Sell
	Upholstery : Compliance to TB 117-2013 (/NFR) Doni Upholstery NFR : Skipped Option (...)			
Line: 33 DNDB0S3 T0	KI (Krueger International, Inc.) - Classroom Furniture (Delivered) Doni Tandem,3-Seat,0 In-Line Tbl,No Arms,Uph Seat,Two-Tone Tag1: Lobby Item Finishes & Options: Corner Table Frame Colors : Skipped Option (...) Two-Tone Poly Color : Skipped Option (...) Upholstery : Compliance to TB 117-2013 (/NFR) Doni Upholstery NFR : Skipped Option (...)	2	\$1,354.30	\$2,708.60

Lobby.....\$3,611.66

Office Rm 116:

Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 34 BMDRF30 72	Teknion, LLC - R&B Expansion Caseloads Rect. Desk w Double Pedestals - Box/Box/File & File/File, 30"d x 72"w (1-3/16") Tag1: Office Rm 116 Item Finishes & Options: Worksurface Finish : Foundation Laminate (~A) Foundation Laminate : Skipped Option (...) Drawer Front Finish : Foundation Laminate (~A) Foundation Laminate : Skipped Option (...) Case, Gable and Modesty Panel Finish : Skipped Option (...) Pull Style : Rectilinear (9) Hardware and Pull Finish : Mica Colors (~Mica) Mica Colors : Skipped Option (...) Key Style : Key Alike (K)	1	\$726.83	\$726.83
Line: 35 BMSTR18 36	Teknion, LLC - R&B Expansion Caseloads Top for Solid Storage, 18"d x 36"w (1-3/16") Tag1: Office Rm 116 Item Finishes & Options: Finish : Foundation Laminate (~A) Foundation Laminate : Skipped Option (...)	1	\$95.50	\$95.50

Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 36 BSLF1836 28	Teknion, LLC - R&B Expansion Caseloads Lateral File, Two Drawers, 18"d x 36"w x 28"h Tag1: Office Rm 116 Item Finishes & Options: Drawer Front Finish : Foundation Laminate (~A) Foundation Laminate : Skipped Option (...) Pull Style : Rectilinear (9) Pull Finish : Skipped Option (...) Key Style : Key Alike (K)	1	\$328.73	\$328.73
Line: 37 BSSSM12 3637	Teknion, LLC - R&B Expansion Caseloads Storage Mounted Bookcase, 12"d x 36"w x 37"h (1-3/16") Tag1: Office Rm 116 Item Finishes & Options: Case Finish : Skipped Option (...)	1	\$216.14	\$216.14
Line: 38 N60SCW	National Office Furniture Company, Inc - National Seating TAG,WALLSAVER GUEST,SQUARE WOOD BACK,ARMS Tag1: Office Rm 116 Item Finishes & Options: UPHOLSTERY GRADE : GRADE 3 (3) PRIMARY UPH PATTERN COLOR : Skipped Option (...) FINISH : Skipped Option (...) FRAME PAINT COLOR : PLATINUM METALLIC (501) ARM COLOR : Skipped Option (...) GLIDE : OPTIONAL GLIDE-SOFT SURFACE (C8)	2	\$346.28	\$692.56
Line: 39 NSBYNYH	Teknion, LLC - Seating Sabrina Synchro-Tilt Task Chair,No Hdrst-No Coat Hngr,W/Lmbr Elmnt,Hght Adj. T-Arms w/Pvt,Dual Uph Tag1: Office Rm 116 Item Finishes & Options: Sabrina Mesh Back : Skipped Option (...) Sabrina Seat Finishes : Fabric Grade 3 (~F03) Seating Fabric Grade 3 : Skipped Option (...) Cylinder Style : Standard (1) Mechanism Style : Standard with Forward Tilt (F) Frame Finish : Skipped Option (...) Base Finish : Polished Aluminum (C9) Caster / Glide : Casters (Soft) (A)	1	\$530.49	\$530.49

Item No.	Item Description	Qty	Item Sell	Ext Sell
	Assembly Style : Fully Assembled (F)			

Office Rm 116.....\$2,590.25

Office Rm 117:

Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 41	Teknion, LLC - R&B Expansion Caseloads	1	\$726.83	\$726.83
BMDRF30 72	Rect. Desk w Double Pedestals - Box/Box/File & File/File, 30"d x 72"w (1-3/16") Tag1: Office Rm 117 Item Finishes & Options: Worksurface Finish : Foundation Laminate (~A) Foundation Laminate : Skipped Option (...) Drawer Front Finish : Foundation Laminate (~A) Foundation Laminate : Skipped Option (...) Case, Gable and Modesty Panel Finish : Skipped Option (...) Pull Style : Rectilinear (9) Hardware and Pull Finish : Mica Colors (~Mica) Mica Colors : Skipped Option (...) Key Style : Key Alike (K)			
Line: 42	Teknion, LLC - R&B Expansion Caseloads	1	\$95.50	\$95.50
BMSTR18 36	Top for Solid Storage, 18"d x 36"w (1-3/16") Tag1: Office Rm 117 Item Finishes & Options: Finish : Foundation Laminate (~A) Foundation Laminate : Skipped Option (...)			
Line: 43	Teknion, LLC - R&B Expansion Caseloads	1	\$328.73	\$328.73
BSLF1836 28	Lateral File, Two Drawers, 18"d x 36"w x 28"h Tag1: Office Rm 117 Item Finishes & Options: Drawer Front Finish : Foundation Laminate (~A) Foundation Laminate : Skipped Option (...) Pull Style : Rectilinear (9) Pull Finish : Mica Colors (~Mica) Mica Colors : Skipped Option (...) Key Style : Key Alike (K)			
Line: 44	Teknion, LLC - R&B Expansion Caseloads	1	\$216.14	\$216.14

Item No.	Item Description	Qty	Item Sell	Ext Sell
BSSSM12 3637	Storage Mounted Bookcase, 12"d x 36"w x 37"h (1-3/16") Tag1: Office Rm 117 Item Finishes & Options: Case Finish : Skipped Option (...)			
Line: 45 N60SCW	National Office Furniture Company, Inc - National Seating TAG,WALLSAVER GUEST,SQUARE WOOD BACK,ARMS Tag1: Office Rm 117 Item Finishes & Options: UPHOLSTERY GRADE : GRADE 3 (3) PRIMARY UPH PATTERN COLOR : Skipped Option (...) FINISH : Skipped Option (...) FRAME PAINT COLOR : PLATINUM METALLIC (501) ARM COLOR : Skipped Option (...) GLIDE : OPTIONAL GLIDE-SOFT SURFACE (C8)	2	\$346.28	\$692.56
Line: 46 NSBYNYH	Teknion, LLC - Seating Sabrina Synchro-Tilt Task Chair,No Hdrst-No Coat Hngr,W/Lmbr Elmnt,Hght Adj. T-Arms w/Pvt,Dual Uph Tag1: Office Rm 117 Item Finishes & Options: Sabrina Mesh Back : Skipped Option (...) Sabrina Seat Finishes : Fabric Grade 3 (~F03) Seating Fabric Grade 3 : Skipped Option (...) Cylinder Style : Standard (1) Mechanism Style : Standard with Forward Tilt (F) Frame Finish : Skipped Option (...) Base Finish : Polished Aluminum (C9) Caster / Glide : Casters (Soft) (A) Assembly Style : Fully Assembled (F)	1	\$530.49	\$530.49

Office Rm 117.....\$2,590.25

Office Rm 118:

Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 48 BLED48	Teknion, LLC - R&B Expansion Casegoods Linear LED Light, 48"w Tag1: Office Rm 118	1	\$176.26	\$176.26

Item No.	Item Description	Qty	Item Sell	Ext Sell
	Item Finishes & Options: Light Option : Standard Mounting Option : Standard (S) Optional Features : Light Only Country of Installation : United States or Canada (A) Finish : Clear Anodized (AC)			
Line: 49 BMHCL15 7843	Teknion, LLC - R&B Expansion Casegoods Standard Hutch - Solid Hinged Doors, 15"d x 78"w x 43"h (1-3/16") Tag1: Office Rm 118 Item Finishes & Options: Door Front Finish : Foundation Laminate (~A) Foundation Laminate : Skipped Option (...) Edge Trim Finish : Skipped Option (...) Case Finish : Skipped Option (...) Shelf & Hardware Finish : Mica Colors (~Mica) Mica Colors : Skipped Option (...) Key Style : Key Alike (K)	1	\$504.33	\$504.33
Line: 50 BMLFL124 48R	Teknion, LLC - R&B Expansion Casegoods Return with Pedestal - File/File, Flush Full Modesty, 24"d x 48"w (1-3/16") Tag1: Office Rm 118 Item Finishes & Options: Worksurface Finish : Foundation Laminate (~A) Foundation Laminate : Skipped Option (...) Drawer Front Finish : Foundation Laminate (~A) Foundation Laminate : Skipped Option (...) Edge Trim Finish : Skipped Option (...) Case and Modesty Finish : Skipped Option (...) Pull Style : Rectilinear (9) Pull Finish : Mica Colors (~Mica) Mica Colors : Skipped Option (...) Key Style : Key Alike (K)	1	\$419.55	\$419.55
Line: 51 BMSRB30 72L	Teknion, LLC - R&B Expansion Casegoods Rectangular Desk with Single Pedestal, 30"d x 72"w (1-3/16") Tag1: Office Rm 118 Item Finishes & Options: Worksurface Finish : Foundation Laminate (~A) Foundation Laminate : Skipped Option (...)	1	\$554.59	\$554.59

Item No.	Item Description	Qty	Item Sell	Ext Sell
	Drawer Front Finish : Foundation Laminate (~A) Foundation Laminate : Skipped Option (...) Case, Gable and Modesty Panel Finish : Skipped Option (...) Pull style : Rectilinear (9) Hardware and Pull Finish : Mica Colors (~Mica) Mica Colors : Skipped Option (...) Key Style : Key Alike (K)			
Line: 52 BMSTR18 36	Teknion, LLC - R&B Expansion Casegoods Top for Solid Storage, 18"d x 36"w (1-3/16") Tag1: Office Rm 118 Item Finishes & Options: Finish : Foundation Laminate (~A) Foundation Laminate : Skipped Option (...)	2	\$95.50	\$191.00
Line: 53 BOTB2178	Teknion, LLC - R&B Expansion Casegoods Tackboard - Hutch Mounted, 21" h x 78" w Tag1: Office Rm 118 Item Finishes & Options: Element Finishes (Fabrics) : Fabric Grade A (~A) Fabric Grade A : Skipped Option (...)	1	\$63.33	\$63.33
Line: 54 BSLF1836 28	Teknion, LLC - R&B Expansion Casegoods Lateral File, Two Drawers, 18"d x 36"w x 28"h Tag1: Office Rm 118 Item Finishes & Options: Drawer Front Finish : Foundation Laminate (~A) Foundation Laminate : Skipped Option (...) Pull Style : Rectilinear (9) Pull Finish : Mica Colors (~Mica) Mica Colors : Skipped Option (...) Key Style : Key Alike (K)	2	\$328.73	\$657.46
Line: 55 BSSSM12 3637	Teknion, LLC - R&B Expansion Casegoods Storage Mounted Bookcase, 12"d x 36"w x 37"h (1-3/16") Tag1: Office Rm 118 Item Finishes & Options: Case Finish : Skipped Option (...)	2	\$216.14	\$432.28

Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 56 N60SCW	National Office Furniture Company, Inc - National Seating TAG,WALLSAVER GUEST,SQUARE WOOD BACK,ARMS Tag1: Office Rm 118 Item Finishes & Options: UPHOLSTERY GRADE : GRADE 3 (3) PRIMARY UPH PATTERN COLOR : Skipped Option (...) FINISH : Skipped Option (...) FRAME PAINT COLOR : PLATINUM METALLIC (501) ARM COLOR : Skipped Option (...) GLIDE : OPTIONAL GLIDE-SOFT SURFACE (C8)	2	\$346.28	\$692.56
Line: 57 NSBYNYH	Teknion, LLC - Seating Sabrina Synchro-Tilt Task Chair,No Hdrst-No Coat Hngr,W/Lmbr Elmnt,Hght Adj. T-Arms w/Pvt,Dual Uph Tag1: Office Rm 118 Item Finishes & Options: Sabrina Mesh Back : Skipped Option (...) Sabrina Seat Finishes : Fabric Grade 3 (~F03) Seating Fabric Grade 3 : Skipped Option (...) Cylinder Style : Standard (1) Mechanism Style : Standard with Forward Tilt (F) Frame Finish : Skipped Option (...) Base Finish : Polished Aluminum (C9) Caster / Glide : Casters (Soft) (A) Assembly Style : Fully Assembled (F)	1	\$530.49	\$530.49

Office Rm 118.....\$4,221.85

Office Rm 119:

Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 59 BLED48	Teknion, LLC - R&B Expansion Casegoods Linear LED Light, 48"w Tag1: Office Rm 119 Item Finishes & Options: Light Option : Standard Mounting Option : Standard (S) Optional Features : Light Only Country of Installation : United States or Canada (A) Finish : Clear Anodized (AC)	1	\$176.26	\$176.26

Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 60 BMHCL15 7843	Teknion, LLC - R&B Expansion Casegoods Standard Hutch - Solid Hinged Doors, 15"d x 78"w x 43"h (1-3/16") Tag1: Office Rm 119 Item Finishes & Options: Door Front Finish : Foundation Laminate (~A) Foundation Laminate : Skipped Option (...) Edge Trim Finish : Skipped Option (...) Case Finish : Skipped Option (...) Shelf & Hardware Finish : Mica Colors (~Mica) Mica Colors : Skipped Option (...) Key Style : Key Alike (K)	1	\$504.33	\$504.33
Line: 61 BMLFL124 48L	Teknion, LLC - R&B Expansion Casegoods Return with Pedestal - File/File, Flush Full Modesty, 24"d x 48"w (1-3/16") Tag1: Office Rm 119 Item Finishes & Options: Worksurface Finish : Foundation Laminate (~A) Foundation Laminate : Skipped Option (...) Drawer Front Finish : Foundation Laminate (~A) Foundation Laminate : Skipped Option (...) Edge Trim Finish : Skipped Option (...) Case and Modesty Finish : Skipped Option (...) Pull Style : Rectilinear (9) Pull Finish : Mica Colors (~Mica) Mica Colors : Skipped Option (...) Key Style : Key Alike (K)	1	\$419.55	\$419.55
Line: 62 BMSRB30 72R	Teknion, LLC - R&B Expansion Casegoods Rectangular Desk with Single Pedestal, 30"d x 72"w (1-3/16") Tag1: Office Rm 119 Item Finishes & Options: Worksurface Finish : Foundation Laminate (~A) Foundation Laminate : Skipped Option (...) Drawer Front Finish : Foundation Laminate (~A) Foundation Laminate : Skipped Option (...) Case, Gable and Modesty Panel Finish : Skipped Option (...) Pull style : Rectilinear (9) Hardware and Pull Finish : Mica Colors (~Mica) Mica Colors : Skipped Option (...) Key Style : Key Alike (K)	1	\$554.59	\$554.59

Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 63 BMSTR18 36	Teknion, LLC - R&B Expansion Caseloads Top for Solid Storage, 18"d x 36"w (1-3/16") Tag1: Office Rm 119 Item Finishes & Options: Finish : Foundation Laminate (~A) Foundation Laminate : Skipped Option (...)	2	\$95.50	\$191.00
Line: 64 BOTB2178	Teknion, LLC - R&B Expansion Caseloads Tackboard - Hutch Mounted, 21" h x 78" w Tag1: Office Rm 119 Item Finishes & Options: Element Finishes (Fabrics) : Fabric Grade A (~A) Fabric Grade A : Skipped Option (...)	1	\$63.33	\$63.33
Line: 65 BSLF1836 28	Teknion, LLC - R&B Expansion Caseloads Lateral File, Two Drawers, 18"d x 36"w x 28"h Tag1: Office Rm 119 Item Finishes & Options: Drawer Front Finish : Foundation Laminate (~A) Foundation Laminate : Skipped Option (...) Pull Style : Rectilinear (9) Pull Finish : Mica Colors (~Mica) Mica Colors : Skipped Option (...) Key Style : Key Alike (K)	2	\$328.73	\$657.46
Line: 66 BSSSM12 3637	Teknion, LLC - R&B Expansion Caseloads Storage Mounted Bookcase, 12"d x 36"w x 37"h (1-3/16") Tag1: Office Rm 119 Item Finishes & Options: Case Finish : Skipped Option (...)	2	\$216.14	\$432.28
Line: 67 N60SCW	National Office Furniture Company, Inc - National Seating TAG,WALLSAVER GUEST,SQUARE WOOD BACK,ARMS Tag1: Office Rm 119 Item Finishes & Options: UPHOLSTERY GRADE : GRADE 3 (3)	2	\$346.28	\$692.56

Item No.	Item Description	Qty	Item Sell	Ext Sell
	PRIMARY UPH PATTERN COLOR : Skipped Option (...) FINISH : Skipped Option (...) FRAME PAINT COLOR : PLATINUM METALLIC (501) ARM COLOR : Skipped Option (...) GLIDE : OPTIONAL GLIDE-SOFT SURFACE (C8)			
Line: 68 NSBYNYH	Teknion, LLC - Seating Sabrina Synchro-Tilt Task Chair, No Hdrst-No Coat Hngr, W/Lmbr Elmnt, Hght Adj. T-Arms w/Pvt, Dual Uph Tag1: Office Rm 119 Item Finishes & Options: Sabrina Mesh Back : Skipped Option (...) Sabrina Seat Finishes : Fabric Grade 3 (~F03) Seating Fabric Grade 3 : Skipped Option (...) Cylinder Style : Standard (1) Mechanism Style : Standard with Forward Tilt (F) Frame Finish : Skipped Option (...) Base Finish : Polished Aluminum (C9) Caster / Glide : Casters (Soft) (A) Assembly Style : Fully Assembled (F)	1	\$530.49	\$530.49

Office Rm 119.....\$4,221.85

Reception Rm 105:

Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 70 BMSTR36 72	Teknion, LLC - R&B Expansion Casegoods Top for Solid Storage, 36"d x 72"w (1-3/16") Tag1: Reception Rm 105 Item Finishes & Options: Finish : Foundation Laminate (~A) Foundation Laminate : Skipped Option (...)	1	\$337.11	\$337.11
Line: 71 BSLF1836 40	Teknion, LLC - R&B Expansion Casegoods Lateral File, Three Drawers, 18"d x 36"w x 40"h Tag1: Reception Rm 105 Item Finishes & Options: Drawer Front Finish : Foundation Laminate (~A) Foundation Laminate : Skipped Option (...) Pull Style : Rectilinear (9) Pull Finish : Foundation Colors (~Found)	4	\$502.65	\$2,010.60

Item No.	Item Description	Qty	Item Sell	Ext Sell
	Foundation Colors : Skipped Option (...) Key Style : Key Alike (K)			
Line: 72 NSBYNYH	Teknion, LLC - Seating Sabrina Synchro-Tilt Task Chair, No Hdrst-No Coat Hngr, W/Lmbr Elmnt, Hght Adj. T-Arms w/Pvt, Dual Uph Tag1: Reception Rm 105 Item Finishes & Options: Sabrina Mesh Back : Skipped Option (...) Sabrina Seat Finishes : Fabric Grade 3 (~F03) Seating Fabric Grade 3 : Skipped Option (...) Cylinder Style : Standard (1) Mechanism Style : Standard with Forward Tilt (F) Frame Finish : Skipped Option (...) Base Finish : Polished Aluminum (C9) Caster / Glide : Casters (Soft) (A) Assembly Style : Fully Assembled (F)	1	\$530.49	\$530.49

Reception Rm 105.....\$2,878.20

:

Item No.	Item Description	Qty	Item Sell	Ext Sell
Line: 74 Labor	OfficeSource, Ltd (vendor) - installation Receive, Deliver, and Install Teknion, National and Ki Product During Normal Business Hours	1	\$7,285.71	\$7,285.71

Misc Items.....\$7,285.71

Item Grouping Summary:

- Clerk Rm 110 Totals: \$3,545.59
- Closet Rm 115 Totals: \$2,376.00
- Conference Rm 106 Totals: \$8,504.93
- Courtroom Rm 113 Totals: \$25,942.72
- Judge Rm 111 Totals: \$5,685.52
- Lobby Totals: \$3,611.66
- Office Rm 116 Totals: \$2,590.25
- Office Rm 117 Totals: \$2,590.25
- Office Rm 118 Totals: \$4,221.85
- Office Rm 119 Totals: \$4,221.85

- Reception Rm 105 Totals: \$2,878.20
- Totals: \$7,285.71

Subtotal.....\$73,454.53
Total Amount.....\$73,454.53

Certified Historically Underutilized Business - Woman Owned
By signing this proposal or sending a purchase order against this proposal you agree to OfficeSource Ltd Terms and Conditions.

Accepted by: _____ Date: _____



City of Pearsall Municipal Court
Conference/Breakroom
03.20.2020



OfficeSource, Ltd.

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City of Pearsall Municipal Court
Clerk Office
03.20.2020



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City of Pearsall Municipal Court
Clerk Office
03.20.2020



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City of Pearsall Municipal Court
Judge Office
03.20.2020



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City of Pearsall Municipal Court
Judge Office
03.20.2020



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City of Pearsall Municipal Court
Office 116-117
03.20.2020



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City of Pearsall Municipal Court
Office 119
03.20.2020



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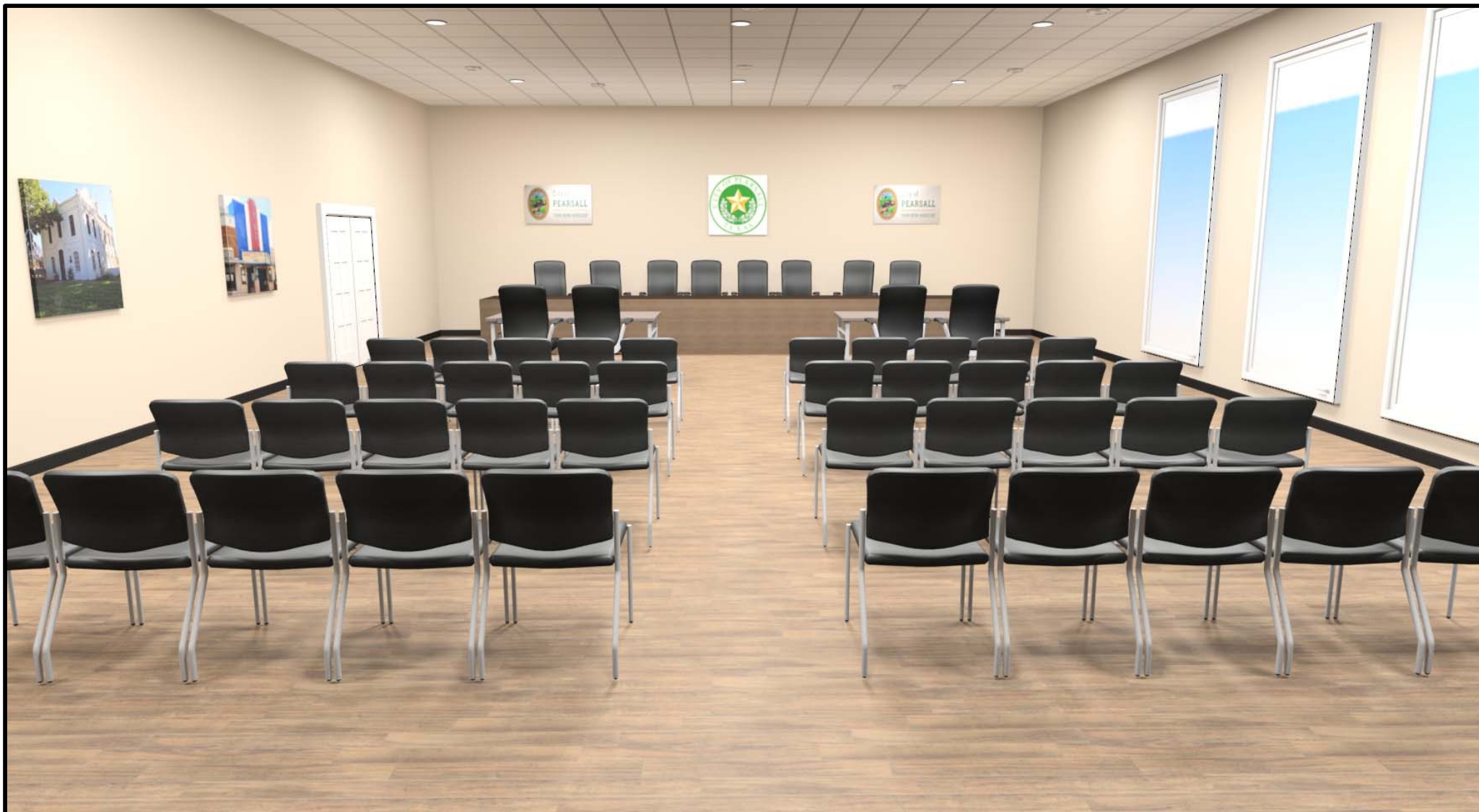


City of Pearsall Municipal Court
Office 119
03.20.2020



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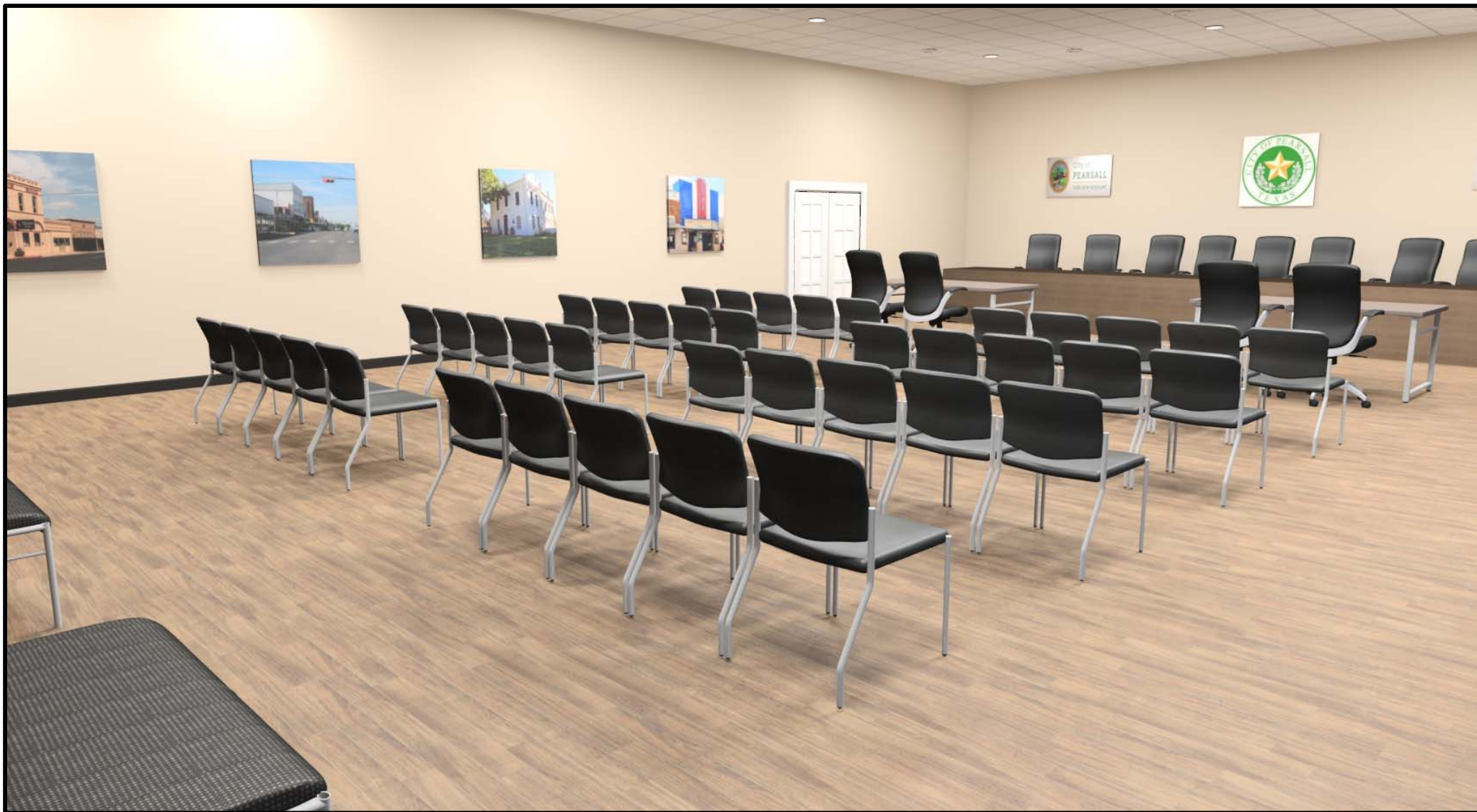


City of Pearsall Municipal Court
Courtroom
03.20.2020



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City of Pearsall Municipal Court
Courtroom
03.20.2020



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PRODUCT SPECIFICATION

OfficeSource, Ltd.

PROJECT: City of Pearsall Municipal Court

ITEM: Lateral File

MANUFACTURER: Teknion

ITEM NUMBER: BSLF183640

DESCRIPTION: Expansion Casegoods Three Drawer Lateral File

DIMENSIONS: 18" D x 36" W x 40"H

FINISH: Case Lam TBD, Storage Fronts TBD, Metal Pull TBD

QUANTITY: 4 (Reception/ Work Area)



OfficeSouce, Ltd. - Creative Spaces



PRODUCT SPECIFICATION

OfficeSource, Ltd.

PROJECT: City of Pearsall Municipal Court

ITEM: Doni Seating

MANUFACTURER: KI

ITEM NUMBER: DNDB0S2T0

DESCRIPTION: Doni 2-Seat Tandem Seating, Two Tone

DIMENSIONS: 50"W x 33"H

FINISH: Plastic TBD, Metal TBD

QUANTITY: 1unit (Lobby)



OfficeSouce, Ltd. - Creative Spaces



PRODUCT SPECIFICATION

OfficeSource, Ltd.

PROJECT: City of Pearsall Municipal Court

ITEM: Doni Seating

MANUFACTURER: KI

ITEM NUMBER: DNDB0S3T0

DESCRIPTION: Doni 3-Seat Tandem Seating, Two Tone

DIMENSIONS: 72"W x 33"H

FINISH: Plastic TBD, Metal TBD

QUANTITY: 2 units (Lobby)



OfficeSouce, Ltd. - Creative Spaces



PRODUCT SPECIFICATION

OfficeSource, Ltd.

PROJECT: City of Pearsall Municipal Court

ITEM: Conference Table

MANUFACTURER: Teknion

ITEM NUMBER: BCXCRP428SLS

DESCRIPTION: Rectangular Conference Table with Panel Bases, Linear Power Module- 4 Power/4 USB/ 2 Media

DIMENSIONS: 120" W x 42"D

FINISH: Top Laminate TBD, Edge Laminate TBD,
Leg Laminate TBD, Metal Leg Accent TBD

QUANTITY: 1(Conference/Breakroom)



OfficeSource, Ltd. - Creative Spaces



PRODUCT SPECIFICATION

OfficeSource, Ltd.

PROJECT: City of Pearsall Municipal Court

ITEM: Lateral File

MANUFACTURER: Teknion

ITEM NUMBER: BSLF183053

DESCRIPTION: Four Drawer Lateral File

DIMENSIONS: 30" W x 18"D x 53"H

FINISH: Case Lam TBD, Storage Fronts TBD, Metal Pull TBD

QUANTITY: 1 (Clerk)



OfficeSouce, Ltd. - Creative Spaces



PRODUCT SPECIFICATION

OfficeSource, Ltd.

PROJECT: City of Pearsall Municipal Court

ITEM: Sabrina Task

MANUFACTURER: Teknion

ITEM NUMBER: NSBYNYH

DESCRIPTION: Sabrina Synchro-Tilt Task Chair with Lumbar Element, Height Adjustable T- Arms with Pivot, Dual Upholstery

DIMENSIONS: 30" W x 18"D x 53"H x 16 1/8" - 20 5/16" Standard Seat Height

FINISH: Seat Upholstery TBD, Mesh TBD, Base TBD, Frame TBD

QUANTITY: 1(Clerk),1(Judge),1(116),1(117),1(119)1(105)



OfficeSouce, Ltd. - Creative Spaces



PRODUCT SPECIFICATION

OfficeSource, Ltd.

PROJECT: City of Pearsall Municipal Court

ITEM: L- Shape Workstation

MANUFACTURER: Teknion

ITEM NUMBER: BMSRB2460R,BMLFL12448L

DESCRIPTION: Expansion Casegoods L- Shape Workstation with Full Modesty, File/File, and Box/Box, Storage Hutch

DIMENSIONS: 6' x 5'

FINISH: Worksurface TBD, Drawer Front TBD, Pull TBD, Case Finish TBD
Hutch Doors TBD,Hutch Case TBD

QUANTITY: 1(Clerk)



OfficeSouce, Ltd. - Creative Spaces



PRODUCT SPECIFICATION

OfficeSource, Ltd.

PROJECT: City of Pearsall Municipal Court

ITEM: L- Shape Workstation

MANUFACTURER: Teknion

ITEM NUMBER: BFRGS241872R,BXASLPH702407800N,BXALHTE29217570NL,
BSSDXYH2430N,BSSPXNH2418,BSSPXNH2418

DESCRIPTION: Expansion Caseloads L- Shape Workstation with Height-Adjustable worksurface, Box/Box/File Storage, Freestanding Tower with Glass Door

DIMENSIONS: 8' x 6'-7"

FINISH: Laminate Top TBD, Metal Leg TBD, Storage Fronts TBD
Storage Case TBD, Back Painted Glass TBD, Pulls TBD

QUANTITY: 1(Judge Office)



OfficeSource, Ltd. - Creative Spaces



PRODUCT SPECIFICATION

OfficeSource, Ltd.

PROJECT: City of Pearsall Municipal Court

ITEM: Fringe Lounge

MANUFACTURER: National

ITEM NUMBER: N92M2B

DESCRIPTION: Fringe Midback Lounge, 2 seat

DIMENSIONS: 5'-1" W x 2'-2-3/4" D

FINISH: UpholsteryTBD, Leg TBD

QUANTITY: 1(Judge Office)



OfficeSouce, Ltd. - Creative Spaces



PRODUCT SPECIFICATION

OfficeSource, Ltd.

PROJECT: City of Pearsall Municipal Court

ITEM: Aurora Highback Task

MANUFACTURER: National

ITEM NUMBER: N65AASA

DESCRIPTION: Aurora, High Back, Synchro-Tilt, Seat Slide

DIMENSIONS: 27" W x 27-1/2" D x 38-3/4"-42-1/2" H

FINISH: Upholstery TBD, Alluminum Base, Arms TBD

QUANTITY: 8(Courtroom)



OfficeSouce, Ltd. - Creative Spaces



PRODUCT SPECIFICATION

OfficeSource, Ltd.

PROJECT: City of Pearsall Municipal Court

ITEM: Aurora Midback Task

MANUFACTURER: National

ITEM NUMBER: N65BBSA

DESCRIPTION: Aurora, Midback, Synchro-Tilt, Seat Slide

DIMENSIONS: 27" W x 27" D x 39-1/2"-43" H x 18"-21-1/2" Seat Height

FINISH: UpholsteryTBD, Alluminum Base, Arms TBD

QUANTITY: 4(Courtroom), 10(Conference)



OfficeSouce, Ltd. - Creative Spaces



PRODUCT SPECIFICATION

OfficeSource, Ltd.

PROJECT: City of Pearsall Municipal Court

ITEM: Waveworks Table

MANUFACTURER: National

ITEM NUMBER: WWN3672WSSDL, 3628HB

DESCRIPTION: Waveworks Rectangular Worksurface with H-Style Base

DIMENSIONS: 36"W x 72"L x 5'5-1/2" Bet. Legs

FINISH: Laminate Top TBD, Metal TBD

QUANTITY: 2(Courtroom), 1(118)



OfficeSource, Ltd. - Creative Spaces



PRODUCT SPECIFICATION

OfficeSource, Ltd.

PROJECT: City of Pearsall Municipal Court

ITEM: Tag Chair

MANUFACTURER: National

ITEM NUMBER: N60SDD

DESCRIPTION: Tag Armless Wallsaver Guest Chair, Square Back, Upholstered

DIMENSIONS: 19-3/4" W x 21"D x 31"H

FINISH: Upholstery TBD, Frame TBD, Laminate Back TBD

QUANTITY: 40(Courtroom), 2 (Clerk Office)



OfficeSouce, Ltd. - Creative Spaces



PRODUCT SPECIFICATION

OfficeSource, Ltd.

PROJECT: City of Pearsall Municipal Court

ITEM: Tag Chair

MANUFACTURER: National

ITEM NUMBER: N60SCW

DESCRIPTION: Tag Wallsaver Guest Chair, Square Back, Upholstered with Arms

DIMENSIONS: 23-1/2" W x 21"D x 31"H

FINISH: Upholstery TBD, Frame TBD, Laminate Back TBD, Arms TBD

QUANTITY: 2(116), 2(117), 2(119)



OfficeSource, Ltd. - Creative Spaces



PRODUCT SPECIFICATION

OfficeSource, Ltd.

PROJECT: City of Pearsall Municipal Court

ITEM: Confide Bench

MANUFACTURER: National

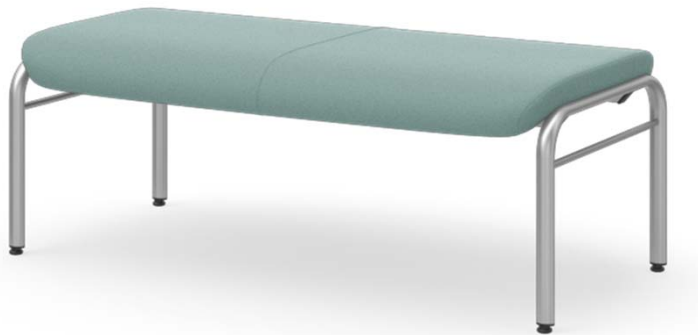
ITEM NUMBER: N78D2M

DESCRIPTION: Confide Bench, Two Seat, Armless

DIMENSIONS: 46-1/4" W x 22-1/2"

FINISH: Upholstery TBD, Frame TBD

QUANTITY: 3 (Courtroom)



OfficeSouce, Ltd. - Creative Spaces



PRODUCT SPECIFICATION

OfficeSource, Ltd.

PROJECT: City of Pearsall Municipal Court

ITEM: Bookshelf

MANUFACTURER: Teknion

ITEM NUMBER: BSSSM123637, BMSTR1836, BSLF183628

DESCRIPTION: Lateral File with Common Top and Stacked Bookcase.

DIMENSIONS: 15" x 36" x 37"

FINISH: Bookcase Lam TBD, Common Top Lam TBD, Lateral Lam TBD
Pull Finish TBD

QUANTITY: 1(116), 1(117), 2(119)



OfficeSource, Ltd. - Creative Spaces



PRODUCT SPECIFICATION

OfficeSource, Ltd.

PROJECT: City of Pearsall Municipal Court

ITEM: Workstation

MANUFACTURER: Teknion

ITEM NUMBER: BMDRF3072

DESCRIPTION: Rectangular Desk with Double Pedestals, Box/Box/ File and File/File Storage

DIMENSIONS: 30"D x 72"W

FINISH: Top Lam. TBD, Modesty Panel Lam TBS, Support Lam TBD
Storage Front Lam TBD, Storage Case Lam TBD,
Pull Finish TBD

QUANTITY: 1(116), 1(117)



OfficeSource, Ltd. - Creative Spaces



PRODUCT SPECIFICATION

OfficeSource, Ltd.

PROJECT: City of Pearsall Municipal Court

ITEM: Workstation

MANUFACTURER: Teknion

ITEM NUMBER: BMSRB3072R, BMHCL157843, BMLFL12448L

DESCRIPTION: L- Shape Workstation with Box/Box/ File and File/File Storage, Full Modesty, Overhead Storage

DIMENSIONS: 72"W x 6'5-3/4" L

FINISH: Worksurface TBD, Drawer Front TBD, Pull TBD, Case Finish TBD
Hutch Doors TBD, Hutch Case TBD

QUANTITY: 1(119)



OfficeSouce, Ltd. - Creative Spaces



PRODUCT SPECIFICATION

OfficeSource, Ltd.

PROJECT: City of Pearsall Municipal Court

ITEM: Lateral Storage

MANUFACTURER: HON

ITEM NUMBER: H314C

DESCRIPTION: 310 Series Vertical File 4 Drawer Legal with Lock

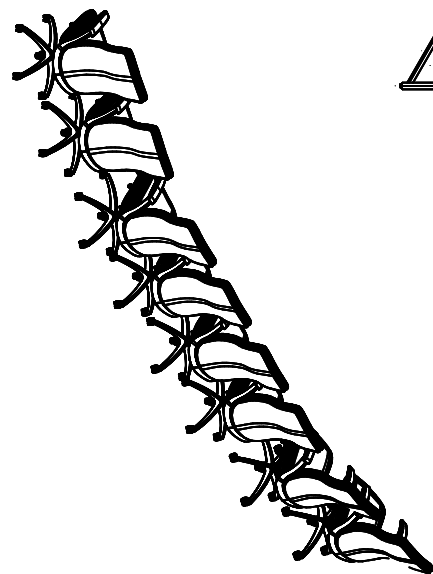
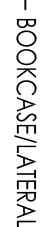
DIMENSIONS: 18.25"W x 26.5"D x 52"H

FINISH: Metal Case TBD

QUANTITY: 3(Closet 115)



OfficeSouce, Ltd. - Creative Spaces



City Council Agenda

Approved for Agenda:

City Manager's Office

MEETING DATE: 05/12/2020

TO: City Council

FROM: Santos Alarcon, Finance Director

SUBJECT: Discuss and consider authorizing the City Manager to accept desktop, monitor, and accessory quote from CDW-G to replace 49 of the City's desktop computers.

Purpose:

Administration is requesting Council approval to implement a citywide computer replacement program that consist of upgrading 49 desktops and monitors. The proposed packaged quote, based on DIR-TSO-3808 prices, totals \$65,077.29 or \$1,263.81 a computer including 3 year extended warranty.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

The computer purchase will be financed through Government Capital Corporation which includes a first payment deferral until 2021.

Discussion:

Upgrading the City's computer hardware is necessary to maintain the efficiencies and integrity of vital operational processes which require modern hardware and software applications.

QUOTE CONFIRMATION



DEAR FRED REYES,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LKGP105	4/29/2020	LENOVO	11526982	\$65,077.29

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Lenovo ThinkVision T22v-10 - LED monitor - Full HD (1080p) - 21.5" Mfg. Part#: 61BBMAR6US UNSPSC: 43211902 Contract: Texas DIR Lenovo (DIR-TSO-3808)	69	4863950	\$157.53	\$10,869.57
Lenovo Premier Support with Onsite NBD - extended service agreement - 3 yea Mfg. Part#: 5WS0U26647 UNSPSC: 81112307 Electronic distribution - NO MEDIA Contract: MARKET	49	5408442	\$57.41	\$2,813.09
Lenovo ThinkCentre M920s - SFF - Core i7 8700 3.2 GHz - 16 GB - 512 GB - US Mfg. Part#: 10SJ002YUS UNSPSC: 43211508 Contract: Texas DIR Lenovo (DIR-TSO-3808)	49	5205468	\$998.58	\$48,930.42
Lenovo Professional Combo - keyboard and mouse set - English - US Mfg. Part#: 4X30H56796 UNSPSC: 43211706 Contract: Texas DIR Lenovo (DIR-TSO-3808)	49	4288294	\$50.29	\$2,464.21

PURCHASER BILLING INFO		SUBTOTAL	\$65,077.29
Billing Address: CITY OF PEARSALL ACCOUNTS PAYABLE 215 S ASH STREET PEARSALL, TX 78061-3333 Phone: (830) 334-6376 Payment Terms: Net 30 Days-Govt State/Local	DELIVER TO	SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$65,077.29
		Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
Shipping Address: CITY OF PEARSALL FRED REYES 215 S ASH STREET PEARSALL, TX 78061-3333 Phone: (830) 334-6376 Shipping Method: Best Way Custom Freight			



Pat Ryan

|

(866) 665-7168

|

patryan@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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City Council Agenda

Approved for Agenda:

City Manager's Office

MEETING DATE: 05/12/20

TO: City Council

FROM: Federico Reyes, City Manager

SUBJECT: Discuss and Consider Opening of City Facilities

Purpose:

City staff recommends the opening of the following facilities July 6, 2020:

Animal Shelter
Community Center
Civic Center
Sport Complex
City Hall
Police Department
City Yard
Wastewater Treatment Plant

Services that will remain closed or partially closed will be:

Transfer station (no brush will be accepted until further notice)
Library will remain closed until further notice

Recommended City Council Action

☐ Approve ☐ Deny ☒ Directional / Informational

Discussion:

This is a tentative timeline to open city facilities.

Office of the Texas Governor | Greg Abbott

[Home](#) [Governor Abbott](#) [First Lady](#) [Initiatives](#) [News](#) [Organization](#)

[Home](#) [News](#)

Governor Abbott Issues Executive Order To Expand Openings Of Certain Businesses and Activities

Governor Abbott Issues Executive Order To Expand Openings Of Certain Businesses and Activities

May 6, 2020 | Austin, Texas | [Proclamation](#)

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, on April 12, 2020, I issued a proclamation renewing the disaster declaration for all counties in Texas; and

WHEREAS, the Commissioner of the Texas Department of State Health Services (DSHS), Dr. John Hellerstedt, has determined that COVID-19 represents a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code, and renewed that determination on April 17, 2020; and

WHEREAS, I have issued executive orders and suspensions of Texas laws in response to COVID-19, aimed at protecting the health and safety of Texans and ensuring an effective response to this disaster; and

WHEREAS, I issued Executive Order GA-08 on March 19, 2020, mandating certain obligations for Texans in accordance with the President's Coronavirus Guidelines for America, as promulgated by President Donald J. Trump and the Centers for Disease Control and Prevention (CDC) on March 16, 2020, which called upon Americans to take actions to slow the spread of COVID-19 for 15 days; and

WHEREAS, I issued Executive Order GA-14 on March 31, 2020, based on the President's announcement that the restrictive Guidelines should extend through April 30, 2020, in light of advice from Dr. Anthony Fauci and Dr. Deborah Birx, and also based on guidance by DSHS Commissioner Dr. Hellerstedt and Dr. Birx that the spread of COVID-19 can be reduced by minimizing social gatherings; and

WHEREAS, Executive Order GA-14 superseded Executive Order GA-08 and expanded the social-distancing restrictions and other obligations for Texans, aimed at slowing the spread of COVID-19 and protecting public health and safety; and

WHEREAS, after more than two weeks of having in effect the heightened restrictions like those required by Executive Order GA-14, which had saved lives, it was clear that the disease still presented a serious threat across Texas that could persist in certain areas, but also that COVID-19 had wrought havoc on many Texas businesses and workers affected by the restrictions that were necessary to protect human life; and

WHEREAS, on April 17, 2020, I therefore issued Executive Order GA-17, creating the Governor's Strike Force to Open Texas to study and make recommendations on safely and strategically restarting and revitalizing all aspects of the Lone Star State—work, school, entertainment, and culture; and

WHEREAS, also on April 17, 2020, I issued Executive Order GA-16 to generally continue through April 30, 2020, the same social-distancing restrictions and other obligations for Texans according to federal guidelines, but also to offer a safe, strategic first step to Open Texas, including permitting retail pick-up and delivery services; and

WHEREAS, I subsequently issued Executive Order GA-18 on April 27, 2020, to expand the services that are reopened in Texas, including allowing in-store retail and dine-in restaurant services at establishments operating within specific capacity limits; and

WHEREAS, as normal business operations resume, everyone must act safely, and to that end Executive Order GA-18 and this executive order provide that all persons should follow the health protocols recommended by DSHS, which whenever achieved will mean compliance with the minimum standards for safely reopening, but which should not be used to fault those who act in good faith but can only substantially comply with the standards in light of scarce resources and other extenuating COVID-19 circumstances; and

WHEREAS, Texas must continue to protect lives while restoring livelihoods, both of which can be achieved with the expert advice of medical professionals and business leaders; and

WHEREAS, the “governor is responsible for meeting ... the dangers to the state and people presented by disasters” under Section 418.011 of the Texas Government Code, and the legislature has given the governor broad authority to fulfill that responsibility; and

WHEREAS, under Section 418.012, the “governor may issue executive orders ... hav[ing] the force and effect of law;” and

WHEREAS, under Section 418.016(a), the “governor may suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business ... if strict compliance with the provisions ... would in any way prevent, hinder, or delay necessary action in coping with a disaster;” and

WHEREAS, under Section 418.017(a), the “governor may use all available resources of state government and of political subdivisions that are reasonably necessary to cope with a disaster;” and

WHEREAS, under Section 418.018(c), the “governor may control ingress and egress to and from a disaster area and the movement of persons and the occupancy of premises in the area;” and

WHEREAS, under Section 418.173, failure to comply with any executive order issued during the COVID-19 disaster is an offense punishable by a fine not to exceed \$1,000, confinement in jail for a term not to exceed 180 days, or both fine and confinement.

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, do hereby order the following on a statewide basis effective immediately, and continuing through May 19, 2020, subject to extension based on the status of COVID-19 in Texas and the recommendations of the Governor's Strike Force to Open Texas, the White House Coronavirus Task Force, and the CDC:

In accordance with guidance from DSHS Commissioner Dr. Hellerstedt, and to achieve the goals established by the President to reduce the spread of COVID-19, every person in Texas shall, except where necessary to provide or obtain essential services or reopened services, minimize social gatherings and minimize in-person contact with people who are not in the same household. People over the age of 65, however, are strongly encouraged to stay at home as much as possible; to maintain appropriate distance from any member of the household who has been out of the residence in the previous 14 days; and, if leaving the home, to implement social distancing and to practice good hygiene, environmental cleanliness, and sanitation.

"Essential services" shall consist of everything listed by the U.S. Department of Homeland Security (DHS) in its Guidance on the Essential Critical Infrastructure Workforce, Version 3.0 or any subsequent version, plus religious services conducted in churches, congregations, and houses of worship. Other essential services may be added to this list with the approval of the Texas Division of Emergency Management (TDEM). TDEM shall maintain an online list of essential services, as specified in this executive order and any approved additions. Requests for additions should be directed to TDEM at EssentialServices@tdem.texas.gov (<mailto:EssentialServices@tdem.texas.gov>) or by visiting the TDEM website at www.tdem.texas.gov/essentialservices.

"Reopened services" shall consist of the following to the extent they are not already "essential services:"

1. Retail services that may be provided through pick-up, delivery by mail, or delivery to the customer's doorstep.
2. In-store retail services, for retail establishments that operate at up to 25 percent of the total listed occupancy of the retail establishment.
3. Dine-in restaurant services, for restaurants that operate at up to 25 percent of the total listed occupancy of the restaurant; provided, however, that
 - a. this applies only to restaurants that have less than 51 percent of their gross receipts from the sale of alcoholic beverages;
 - b. the occupancy limits do not apply to customers seated in outdoor areas of the restaurant; and
 - c. valet services are prohibited except for vehicles with placards or plates for disabled parking.
4. Movie theaters that operate at up to 25 percent of the total listed occupancy of any individual theater for any screening.
5. Shopping malls that operate at up to 25 percent of the total listed occupancy of the shopping mall; provided, however, that within shopping malls, the food-court dining areas, play areas, and interactive displays and settings must remain closed.
6. Museums and libraries that operate at up to 25 percent of the total listed occupancy; provided, however, that
 - a. local public museums and local public libraries may so operate only if permitted by the local government, and
 - b. any components of museums or libraries that have interactive functions or exhibits, including child play areas, must remain closed.
7. Services provided by an individual working alone in an office, effective until 12:01 a.m. on Monday, May 18, 2020, when this single-person office provision is superseded by the expanded office-based services provision set forth below.
8. Golf course operations.
9. Local government operations, including county and municipal governmental operations relating to permitting, recordation, and document-filing services, as determined by the local government.

10. Wedding venues and the services required to conduct weddings; provided, however, that for weddings held indoors other than at a church, congregation, or house of worship, the facility may operate at up to 25 percent of the total listed occupancy of the facility.
11. Wedding reception services, for facilities that operate at up to 25 percent of the total listed occupancy of the facility; provided, however, that the occupancy limits do not apply to the outdoor areas of a wedding reception or to outdoor wedding receptions.
12. Starting at 12:01 a.m. on Friday, May 8, 2020:
 - a. Cosmetology salons, hair salons, barber shops, nail salons/shops, and other establishments where licensed cosmetologists or barbers practice their trade; provided, however, that all such salons, shops, and establishments must ensure at least six feet of social distancing between operating work stations.
 - b. Tanning salons; provided, however, that all such salons must ensure at least six feet of social distancing between operating work stations.
 - c. Swimming pools; provided, however, that (i) indoor swimming pools may operate at up to 25 percent of the total listed occupancy of the pool facility; (ii) outdoor swimming pools may operate at up to 25 percent of normal operating limits as determined by the pool operator; and (iii) local public swimming pools may so operate only if permitted by the local government.
13. Starting at 12:01 a.m. on Monday, May 18, 2020:
 - a. Services provided by office workers in offices that operate at up to the greater of (i) five individuals, or (ii) 25 percent of the total office workforce; provided, however, that the individuals maintain appropriate social distancing.
 - b. Manufacturing services, for facilities that operate at up to 25 percent of the total listed occupancy of the facility.
 - c. Gyms and exercise facilities and classes that operate at up to 25 percent of the total listed occupancy of the gym or exercise facility; provided, however, that locker rooms and shower facilities must remain closed, but restrooms may open.

14. For Texas counties that have filed with DSHS, and are in compliance with, the requisite attestation form promulgated by DSHS regarding five or fewer cases of COVID-19, those in-store retail services, dine-in restaurant services, movie theaters, shopping malls, museums and libraries, indoor wedding venues, wedding reception services, swimming pools, services provided by office workers in offices of more than five individuals, manufacturing services, and gyms and exercise facilities and classes, as otherwise defined and limited above, may operate at up to 50 percent (as opposed to 25 percent).
15. Such additional services as may be enumerated by future executive orders or proclamations by the governor.

The conditions and limitations set forth above for reopened services shall not apply to essential services. The total listed occupancy limits described above refer to the maximum occupant load set by local or state law, but for purposes of this executive order, staff members are not included in determining operating levels except for non-essential manufacturing service providers and services provided by office workers. Notwithstanding anything herein to the contrary, the governor may by proclamation identify any county or counties in which reopened services are thereafter prohibited, in the governor's sole discretion, based on the governor's determination in consultation with medical professionals that only essential services should be permitted in the county, including based on factors such as an increase in the transmission of COVID-19 or in the amount of COVID-19-related hospitalizations or fatalities.

In providing or obtaining essential services or reopened services, all persons (including individuals, businesses and other organizations, and any other legal entity) should use good-faith efforts and available resources to follow the minimum standard health protocols recommended by DSHS, found at www.dshs.texas.gov/coronavirus. All persons should also follow, to the extent not inconsistent with the DSHS minimum standards, the Guidelines from the President and the CDC, as well as other CDC recommendations. Individuals are encouraged to wear appropriate face coverings, but no jurisdiction can impose a civil or criminal penalty for failure to wear a face covering. Nothing in this executive order or the DSHS minimum standards precludes requiring a customer wishing to obtain services to follow additional hygiene measures.

Religious services should be conducted in accordance with the joint guidance issued and updated by the attorney general and governor.

People shall avoid visiting bars, massage establishments, tattoo studios, piercing studios, sexually oriented businesses, or interactive amusement venues such as bowling alleys, video arcades, amusement parks, water parks, or splash pads, unless these enumerated establishments or venues are specifically added as a reopened service by proclamation or future executive order of the governor. Notwithstanding anything herein to the contrary, the governor may by proclamation add to this list of establishments or venues that people shall avoid visiting. To the extent any of the establishments or venues that people shall avoid visiting also offer reopened services permitted above, such as restaurant services, these establishments or venues can offer only the reopened services and may not offer any other services. The use of drive-thru, pickup, or delivery options for food and drinks remains allowed and highly encouraged throughout the limited duration of this executive order.

This executive order does not prohibit people from accessing essential or reopened services or engaging in essential daily activities, such as going to the grocery store or gas station; providing or obtaining other essential or reopened services; visiting swimming pools, parks, beaches, rivers, or lakes; hunting or fishing; or engaging in physical activity like jogging, bicycling, or other outdoor sports, so long as the necessary precautions are maintained to reduce the transmission of COVID-19 and to minimize in-person contact with people who are not in the same household.

In accordance with the Guidelines from the President and the CDC, people shall not visit nursing homes, state supported living centers, assisted living facilities, or long-term care facilities unless to provide critical assistance as determined through guidance from the Texas Health and Human Services Commission (HHSC). Nursing homes, state supported living centers, assisted living facilities, and long-term care facilities should follow infection control policies and practices set forth by the HHSC, including minimizing the movement of staff between facilities whenever possible.

In accordance with the Guidelines from the President and the CDC, schools shall remain temporarily closed to in-person classroom attendance by students and shall not recommence before the end of the 2019-2020 school year, except that a student (accompanied by an adult if needed) may, as allowed by the school consistent with the minimum standard health protocols found in guidance issued by the Texas Education Agency (TEA), visit his or her school campus (a) for limited non-instructional administrative tasks such as cleaning out lockers, collecting personal belongings, and returning school items like band instruments and books; or (b) for graduating seniors, to complete post-secondary requirements that cannot be accomplished absent access to the school facility and its resources, excluding any activity or assessment which can be done virtually. Public education teachers and staff are encouraged to continue to work remotely from home if possible, but may return to schools to conduct remote video instruction, as well as perform administrative duties, under the minimum standard health protocols found in guidance issued by the TEA. Private schools and institutions of higher education should establish similar standards to allow teachers and staff to return to schools to conduct remote video instruction and perform administrative duties when it is not possible to do so remotely from home. Notwithstanding anything herein to the contrary, schools may conduct graduation ceremonies consistent with the minimum standard health protocols found in guidance issued by the TEA. Nothing in this executive order, the DSHS minimum standards, or the joint guidance issued and updated by the attorney general and governor precludes churches, congregations, and houses of worship from using school campuses for their religious services or other allowed services.

This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster, but only to the extent that such a local order restricts essential services or reopened services allowed by this executive order, allows gatherings prohibited by this executive order, or expands the list of essential services or the list or scope of reopened services as set forth in this executive order. I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster

that are inconsistent with this executive order, provided that local officials may enforce this executive order as well as local restrictions that are consistent with this executive order.

This executive order supersedes Executive Order GA-18, but does not supersede Executive Orders GA-10, GA-13, GA-17, GA-19, or GA-20. This executive order shall remain in effect and in full force until 11:59 p.m. on May 19, 2020, unless it is modified, amended, rescinded, or superseded by the governor.

Given under my hand this the 5th day of May, 2020.

Governor Greg Abbott

Home	Governor Abbott	First Lady	Initiatives	News	Organization	Contact
Office of the Texas Governor				Employment	Where the Money Goes	
P.O. Box 12428				Site Policies	TRAIL Search	
Austin Texas 78711				Accessibility	Texas Veterans Portal	
(512) 463-2000				Report Fraud	Texas.gov	
				Site Map	RSS Feed	

City of Pearsall
Request
To Be Placed
On City Council Agenda

Date of Request: APRIL 24, 2020

Request made by: REV. JESUS CAMACHO

Address: 422 W. BRAZOS ST.

City: PEARSALL State: TEXAS Zip Code: 78061

Telephone where Requestor may most likely be reached: 830-334-4046 / 210-753-8134

Subject of Request: REQUEST USAGE OF POLO PATINO PARK FOR ANNUAL FUNDRAISER.

ALSO REQUEST ALL CITY PARK FEES WAIVED. JUNE 13, 2020, 4PM – 12AM

Is this 1st request? Yes (No) If no, how many before? EVERY YEAR

Has this item or subject been on the Agenda before? (Yes) No
If yes approximately when?

Which City department does this request apply to? PARKS AND RECREATION

What is the requestor's preference for a Council Agenda?

This request is approved by City Manager. Signed

Date:

is the date of the Council Meeting Agenda on which this request will appear.

This request is denied by City Manager.

Signed:

Date:

Reasons for Denial are as follows: _____

Notice has been given



214120
2.01 EG

CITY OF PEARSALL
DEPARTMENT OF PARKS AND RECREATION
For Polo Patino Park Only!!!
SPECIAL EVENT FACILITY USE REQUEST AND PERMIT

PERMIT NUMBER: SV -20 DATE: Feb. 04, 2020

Name of Organization/Event/Company: Immaculate Heart of Mary Catholic Church

Non-Profit: ☒ Yes ☐ No Non-Profit I.D. Number _____ For-Profit: ☐ Yes ☐ No

Responsible Party: Rev. Jesus Camacho

Event Director: Melissa Alcala

Co-Event Director: Lucio Ramirez

Address: 422 W. Brazos

City: Pearsall State: Tx Zip - Code: 78061

Day Phone (830) 334-4046 Evening Phone (219) 753-8134

SPECIAL EVENT INFORMATION

Type of Special Event: (Brief Description) Festival - annual fundraiser for the church

Estimated Number of People Attending: 500

Date(s) of Major Event: June 13, 2020 Times of Event: 4pm - 12am

Gate Admission: _____

Facility Requested: (Water, Electricity, Restrooms, Pavilion) water, electricity, Restroom, Pavilion, gates open

Specified Time when facilities are required: 8am to 1am

PROCEEDS

Please explain how all proceeds will benefit the City of Pearsall and how they will be used.

Bring visitors from out of town to Pearsall.

Please attach all promotional information to request, such as: flyers, entry forms, sponsorships AD.

SALES TAX ID NUMBER IS REQUIRED AND MUST BE POSTED AT ALL TIMES.

IF ALL CONDITIONS ARE NOT AS PER AGREEMENT, THE EVENT WILL BE SUBJECT TO CANCELLATION.

I Rev. Jesus Camacho HEREBY AGREE TO OBSERVE AND ABIDE BY THE RULES AND POLICIES OF THE CITY OF PEARSALL PARKS AND RECREATION DEPT. AND

I Rev. Jesus Camacho ALSO AGREE THAT IS MY RESPONSIBILITY TO INSURE THE SAFETY OF THE SPECTATORS AND PARTICIPANTS BY PROVIDING A SECURITY OFFICER (S). ONE OFFICER PER 150 PERSONS AT ALL TIMES. IN ACCORDANCE TO THE CITY OF PEARSALL PARK AND RECREATION ORDINANCE.

Jesus Camacho Feb. 04, 2020
SIGNATURE OF RESPONSIBLE PARTY DATE

Melissa Alcala Feb. 04, 2020
SIGNATURE OF RESPONSIBLE CO-HOST DATE

SIGNATURE OF CITY OFFICIAL DATE: _____

APPROVAL/ACCEPTANCE OF AGREEMENT

Jesus Camacho Feb. 04, 2020
SIGNATURE OF RESPONSIBLE PARTY DATE:

Melissa Alcala Feb. 04, 2020
SIGNATURE OF RESPONSIBLE CO-HOST DATE:

SIGNATURE OF PARKS DIRECTOR DATE: _____

FOR OFFICE USE ONLY

PERMIT # _____

RENTAL

RECEIPT # _____

CK#/CASH _____

AMOUNT _____

ELECT. FEE _____

LABOR FEE _____

TOTAL FEES _____

DATE: _____

DEPOSIT

RECEIPT # _____

CK#/CASH _____

AMOUNT _____

TOTAL _____

DATE: _____

FOR ANY QUESTIONS OF PROBLEMS ***AFTER HOURS AND WEEKENDS***
PLEASE CALL THE PARKS DIRECTOR CELL PHONE (830) 334-1307

CITY OF PEARSALL DEPARTMENT OF PARKS AND RECREATION
215 S. ASH STREET PEARSALL, TEXAS 78061 OFFICE PHONE (830) 334-3676



120 E, 8th St. • Georgetown, TX 78626 • Phone: 877-553-3674

Fred Reyes
Phone: 830-334-3676
Cell: (830)399-3559

215 South Ash
Pearsall, Tx 78061

Print-date: 5-8-2020

Clearing Agreement

Job Name: City of Pearsall

Primary Bid Method: Provide 4 Air Curtain Incinerator boxes along with machine(s) to feed them for 25 days. It is hard to quantify the brush pile visited on site due to it's size but in 25 days time the majority if not all should be removed. A 4,000 gallon water truck with water cannon will be provided. All of our boxes are permitted through TCEQ. Local permits will be obtained if necessary from local fire marshall's office.

Note: Each Air Curtain Burner will burn approximately 8 tons per hour. 4 boxes will burn through 32 tons and hour or 256 tons per day.

Example of Mulching www.kleensite.com/projects/

Equipment:

- 2014 Cat 320 excavator w/72" Gyrotrac planner tooth mulcher
- 2015 Cat 320 excavator w/72" Gyrotrac planner tooth mulcher
- 2008 Cat 312 excavator w/72" Gyrotrac planner tooth mulcher
- 2014 Doosan excavator 255lc
- 2015 Cat 299d2 xhp rubber track loader w/84" Dennis Cimaf planner tooth mulcher
- 2015 Cat 299d2 xhp rubber track loader w/84" Dennis Cimaf planner tooth mulcher
- 2014 Cat 272c xhp rubber tire loader w/84" Dennis Cimaf planner tooth mulcher
- 2018 Air Curtain Burn Box

Overall Job Dynamics:

Cost: \$80,000

Appox Days: 25 working days 8:00 - 5:00

Terms:

20% due upon delivery of equipment. Remaining balance due upon completion.

Insurance:

(GL) Comprehensive General Liability Insurance - Certificate available upon request

- \$2,000,000.00 General Aggregate Limit
- \$2,000,000.00 Products - Completed Operations Aggregate Limit
- \$1,000,000.00 Personal and advertising Injury Limit
- \$1,000,000.00 Each Occurrence Limit

(CV) Commercial Vehicle

- \$1,000,000.00 Liability

\$1,000,000.00 Uninsured and underinsured motorist

(WC) Workers Comp

We will furnish materials and equipment for job completion and preform all labor necessary to complete the following work.

Thank you,

Leslie Mckensie
Project Coordinator

Kleensite
120 E. 8th St.
Georgetown, Tx 78626
Phone: 877-553-3674
Cell: 512-762-3749
leslie@kleensite.com

Note: This proposal may be withdrawn by Kleensite if not accepted within 30 days.

Price Breakdown

Code	Description	Qty / Unit	Unit Price	Price
Primary Bid	Provide 4 Air Curtain Incinerators along with machine(s) to load boxes. A 4,000 gallon water truck with water cannon will be provided as a safety precaution.	25	3,200.00	\$80,000.00

Total Cost: \$80,000.00

Total Price: \$80,000.00

Signature

Print Name:

Date:

City Council Agenda

Approved for Agenda:

City Manager's Office

MEETING DATE: 05/12/20

TO: City Council

FROM: Federico Reyes, City Manager

SUBJECT: Discuss Capital Improvement Projects for FY 2020-2021 and Beyond

Purpose:

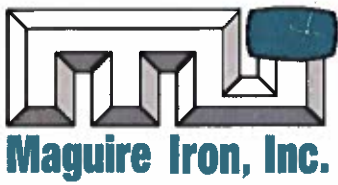
City staff has compiled the attached scope and estimates of utility projects for fiscal year 2020-2021 and beyond. This list does not include any drainage or street projects, but our overall plan will encompass improvements to these systems.

Recommended City Council Action

☐ Approve ☐ Deny ☒ Directional / Informational

Discussion:

None at this time.



PEARSALL TEXAS STATUS REPORT

North Plant: Yellow highlight indicates TCEQ issue

200KG Elevated Storage Tower

1. Safety Climb-install
2. Removal of Top Anti-Climb
3. Installation of proper TCEQ approved Anti-climb
4. Walk through system on catwalk needed
5. Repair Overflow at top of bowl
6. Repair Overflow at ground level
7. Install TCEQ compliant vent-vent is not present
8. Reconfigure Bowl and tank top ladder
9. Install aviation lights
10. Install TCEQ compliant hatch
11. Recommend a safety and antenna corral on top of tank
12. Blast and recoat interior
13. Power-wash and recoat exterior
14. Install mid-rail on catwalk

200KG Ground Storage Tank

1. Replace ladder to proper size ladder, TCEQ * the ladder is in good shape if you choose not to replace
2. Replace Vent with proper size, and style vent
3. Replace hatch TCEQ
4. Install Safety climb

200KG Ground Storage Tank Cont:

5. Install Anti-climb
6. Repair Overflow pipe
7. Add safety rail by ladder on roof
8. Install double flanged pipe to replace patch on current pipe
9. Remove Interior Ladder
10. Recoat aerator structure

500KG Bolted Ground Storage Tank

1. Interior Chemical clean and dry inspect
2. Repair Vent screen

East Plant:

500KG Bolted Ground Storage Tank

1. Interior Chemical Clean
2. Repair Vent Screen

Cherry Plant:

500KG Steel Ground Storage Tank

1. Re-grout base of tank.
2. Removal of Bullseye
3. Install safety climb
4. Install Disk Anti-Climb
5. Install TCEQ Compliant Vent
6. Install TCEQ compliant Hatch
7. Install secondary roof hatch
8. Remove interior ladder
9. Recoat aerator structure

Cherry Plant Cont:

500KG Bolted Ground Storage Tank

1. Chemical clean interior
2. Repair vent screen

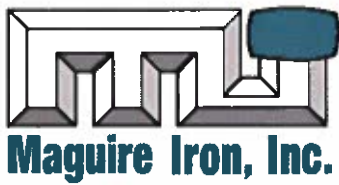
Colorado Plant:

250KG Elevated Storage Tower

1. Install TCEQ compliant manway riser hatch
2. Repair Overflow
3. Install TCEQ Compliant Anti-climb
4. Remove non TCEQ Anti-Climb
5. Repair Bullseye
6. Install walk through on catwalk
7. Seal Cathodic ports
8. Replace Vent with TCEQ compliant vent
9. Install new aviation lights
10. Blast and recoat interior
11. Recoat exterior

500KG Steel Ground Storage Tank

1. Install Ballcock valve for water sampling
2. Install safety climb
3. Install Anti-climb
4. Remove non-functioning Bullseye
5. Install TCEQ compliant vent
6. Install TCEQ compliant roof hatch
7. Remove interior ladder
8. Replace roof, if beams cannot be blasted
9. Blast interior of Tank and recoat
10. Power-wash exterior of tank and recoat
11. Recoat aerator structure



WATER TOWER EXPERTS

✉ email@maguireiron.com

📍 1610 N. Minnesota Ave
Sioux Falls, SD 57104

📞 (605) 334-9749
(605) 334-9752

Budgetary Cost Numbers:

Notes:

1. Each **Bolted GST** will be **\$8000.00** for the chemical clean and the vent screen replacements. The chemical clean will remove 99.7% of all biologicals in the tank, these tanks all have bio-matter floating within tank and growing on side walls
2. Each **Aerator structure** would increase price for the tank by **\$20,000.00**

North Plant:

200KG Elevated Storage Tower:

Rehabilitation of entire tank \$172,000.00 - \$180,000.00...+or- 15%

We can break it down to yearly payments.

TCEQ violations and metal work \$53,000.00 - \$55,000.00 If we include multiple tanks and meet a \$150,000.00 threshold, we can break this down over a period of three (3) years also.

200KG Ground Storage Tank:

Rehabilitation of entire tank \$114,000.00 - \$120,000.00 +or- 15% Also this tank needs its entire roof replaced which will increase costs of a total rehab by approximately \$150,000.00 equaling approx. \$270,000.00 We can break it down to yearly payments.

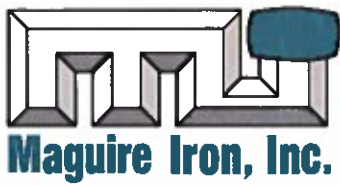
TCEQ violations and metal work \$30,000.00 - \$44,000.00. Dependent on how much you would like us to complete. Some of it is safety related and for ease of operation in the future for your employees.

Colorado Plant:

250KG Elevated Storage Tower:

Rehabilitation of entire tank \$350,000.00 - \$390,000.00 +or- 15% The reason the Colorado Tank is so much more is that we have priced in for the exterior to be blasted also, so the draping and containment system is more expensive than a power wash and overcoat.

We can break it down to yearly payments.



WATER TOWER EXPERTS

✉ email@maguireiron.com

📍 1610 N. Minnesota Ave
Sioux Falls, SD 57104

📞 (605) 334-9749
(605) 334-9752

Colorado Plant Cont.

TCEQ violations and metal work \$47,000.00 - \$51,000.00 If we include multiple tanks and meet a \$150,000.00 threshold, we can break this down over a period of three (3) years also.

500KG Ground Storage Tank:

Rehabilitation of entire tank \$198,000.00 - \$206,000.00 + or - 15%

TCEQ violations and metal work \$40,000.00 - \$44,000.00 If we include multiple tanks and meet a \$150,000.00 threshold, we can break this down over a period of three (3) years also.

Cherry Street Plant:

500KG Ground Storage Tank:

Rehabilitation of entire tank \$186,000.00 - \$195,000.00 + or - 15% Also this tank needs its entire roof replaced which will increase costs of a total rehab by approximately \$235,000.00 equaling approx. \$425,000.00 + or - 15%, We can break it down to yearly payments.

TCEQ violations and metal work \$38,000.00 - \$41,000.00 If we include multiple tanks and meet a \$150,000.00 threshold, we can break this down over a period of three (3) years also.

These numbers are budgetary, we can spread this program out over many years to assist in even flowing monies and staying with in a prescribed budget

Thank You

Michael



MICHAEL BRUCK
TEXAS WATER TOWER EXPERT

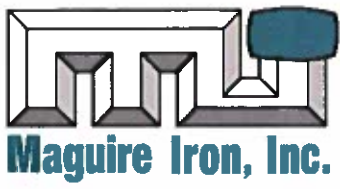
304 Wildrose Ave | San Antonio, TX

W: 605-334-9749 ext: 1644
C: 210-540-2294

SINCE **1915**



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WATER TOWER EXPERTS

✉ email@maguireiron.com

📍 1610 N. Minnesota Ave
Sioux Falls, SD 57104

📞 (605) 334-9749
(605) 334-9752

PRELIMINARY ESTIMATE OF PROBABLE COST
CITY OF PEARSALL
UTILITY EXTENSION FOR ANNEXATION

Description	Qty	Unit	Unit Price	Total Price
Waterline				
8" C-900 PVC Waterline	3,000	LF	\$ 25.00	\$ 75,000.00
Fire Hydrants	6	EA	\$ 3,500.00	\$ 21,000.00
Driveway Bore Crossing	720	LF	\$ 60.00	\$ 43,200.00
Water Service Short	18	EA	\$ 750.00	\$ 13,500.00
Water Service Long (Bore)	23	EA	\$ 8,000.00	\$ 184,000.00
Subtotal				\$ 336,700.00
Sewerline				
8" SDR 26 Sewerline	12,500	LF	\$ 75.00	\$ 937,500.00
Lift Stations	2	EA	\$ 125,000.00	\$ 250,000.00
Driveway Bore Crossing	720	LF	\$ 60.00	\$ 43,200.00
Sewer Service Short	18	EA	\$ 1,000.00	\$ 18,000.00
Sewer Service Long (Bore)	23	EA	\$ 10,000.00	\$ 230,000.00
Force Main	1,000	LF	\$ 20.00	\$ 20,000.00
Railroad Bore	100	LF	\$ 300.00	\$ 30,000.00
Land/Easement Acquisition	1	LS	\$ 20.00	\$ 60,000.00
Subtotal				\$ 1,588,700.00
Gasline				
2" Gasline	6,150	LF	\$ 12.00	\$ 73,800.00
Subtotal				\$ 73,800.00
Contingency (10%)				\$ 199,920.00
CONSTRUCTION SUB TOTAL				\$ 2,199,120.00
Engineering Subtotal				
Design, Bidding Construction Administration				\$ 210,000.00
Surveying/Easements/Acquisition				\$ 30,000.00
Permits (TXDOT/Railroad)				\$ 15,000.00
Construction Inspection				\$ 25,000.00
ENGINEERING SUB TOTAL				\$ 280,000.00
PROJECT TOTAL				\$ 2,479,120.00

THIS DOCUMENT IS RELEASED FOR INFORMATIONAL PURPOSES UNDER THE AUTHORITY OF ROBERT M. VIERA, P.E. #85816,
LNV, INC., TBPE FIRM NO. F-386 ON 12-13-17 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.



engineers | architects | contractors

Solutions Today with a
Vision for Tomorrow

September 21, 2012

Mr. Flo Saucedo
Pearsall City Manager
City of Pearsall
215 South Ash St.
Pearsall, TX 78061

Re: Hydraulic Water Model Study

Dear Mr. Saucedo:

LNV has developed a steady state hydraulic model of the Pearsall water distribution system. The model has been created to evaluate the conditions and behavior of the existing water system and to identify, evaluate, and prioritize Capital Improvement Projects (CIP) intended to improve the performance of the system and to maintain regulatory compliance. Nine (9) exhibits displaying the proposed improvements and summarizing the existing/proposed conditions are attached to this letter for your information and reference.

The City of Pearsall aided in the development of the hydraulic water model by accompanying LNV on the site visits to each of the pump stations and elevated tanks and by providing a water system base map which was used to input location and diameter information for all waterlines and to identify all customer parcel land use. The City of Pearsall also provided daily well production data from 2003 – 2012, as well as monthly customer water billing data from April 2011 – May 2012. The production and billing data was used to identify yearly water use patterns, distinguish large customers, allocate demands, and to calculate water system losses.

The City of Pearsall currently includes approximately 9,000 residents and 2,900 water service connections. This water modeling study did not consider future population projections or service area growth. All modeling scenarios and analyses were performed on the existing water distribution system and its associated water demands. Based on Pearsall utility billing data, water system demands are summarized in the following table.

Scenario	Average Annual Demand (AAD)	Maximum Daily Demand (MDD)	Peak Hour Demand (PHD)
Demand	1.5 MGD (1,026 gpm)	3.9 MGD (2,701 gpm)	4.9 MGD (3,377 gpm)
Peaking Factor	1.0	2.6	3.3

Based on the numbers in the table above, the per capita daily water demand for the City of Pearsall is 164 gallons per person per day which is considerably higher than values typically seen in the State of Texas. For comparison purposes, TCEQ requires water system infrastructure to be designed based on a per capita water demand of 100 gallons per person per day in the absence of reliable, historical data. The most common reasons for such high per capita water usage would be one or a combination of the following:

- Aged water infrastructure exceeding its useful design life resulting in system leakage
- Large volumes of water lost due to a hydrant flushing program
- Industrial/commercial type customers classified as large volume water users
- Inaccurate or uncalibrated water meters

Pearsall currently has 450,000 gallons of elevated storage tank (EST) volume, significantly more than the TCEQ requirement of 100 gallons/connection (290,000 gallons).

The Pearsall water distribution system currently operates three (3) groundwater well plants; each consisting of a distribution system pump station.

Colorado Plant:

- 1 Elevated Storage Tank (EST) with 250,000 gallon volume
- 1 Ground Storage Tank (GST) with 500,000 gallon volume
- 2 Crane Deming booster pumps; 900 gpm @ 133' TDH design point

North Plant:

- 1 EST with 200,000 gallon volume
- 1 GST with 200,000 gallon volume
- 2 Paco booster pumps; 1250 gpm @ 136' TDH design point

Cherry Plant:

- 1 GST with 500,000 gallon volume
- 3 Paco booster pumps; 1000 gpm @ 140' TDH design point

Ground elevations in the City of Pearsall's service area vary from 566 ft to 672 ft. The hydraulic grade line when the ESTs are full is approximately 772 ft and is 742 ft when the ESTs are empty. Assuming negligible friction loss, maximum system pressures are 89 psi in the low areas when the ESTs are full and minimum system pressures are 30 psi in the high areas when the ESTs are empty. As a result, if the entire operating range (30 ft) of the tank is considered, the difference between minimum and maximum system pressures in the City's distribution system is 59 psi (136 ft). This range is approaching the reasonable maximum range within a single pressure zone.

The largest water customer in the Pearsall distribution system is the South Texas INS Detention Center. The INS consumes more than 4 times the amount of the next largest customers (South Texas Nursing & Pearsall I.S.D.). The top 20 Large Volume Users (LVU), those customers exceeding 100,000 gallons per month, were identified and manually input into the model.

Pressure loggers were installed at eight (8) fire hydrant locations in the system and recorded pressures over a one week period from June 21-29, 2012. The logger data was imported and used to calibrate the hydraulic model. Seven (7) of the eight loggers were calibrated to within 2 psi of the observed pressures (the 8th logger to within 2.7 psi) which is within substantial accordance with the AWWA M32 recommendation of calibrating all HGLs to within 5 feet and flows to within 10 percent.

The attached exhibits display the modeling results for Peak Hour Demand scenarios and clearly show system pressures, system hydraulic grade line (HGL), pipe velocities, and available fire flows. The proposed improvements exhibit highlights the recommended Capital Improvement Projects which were incorporated to each of the proposed system models. Operational & pumping recommendations and Capital Improvement Projects are summarized below.

System Operational Recommendations

- **Valves**
 - Determine if the waterlines crossing under the railroad at Frio St, Comal St. (FM 140), and Trinity St. are closed. Open all closed valves. *(check fire valves)*
- **Well Pumps & Controls**
 - Well pumps should provide firm pumping capacity of at least 1.25 MDD (city wide)
 - Well pumps should run less than 50% of the time and be controlled based on GST levels
 - Well pump ON when GST is 50% full and OFF when GST is 98% full
- **Ground Storage Tanks**
 - GSTs should provide AAD storage volume (1.5 MG) at a minimum
 - GST volume provided at each pump station should be proportional to pump station capacity
- **Distribution Pumps & Controls**
 - Distribution pumps should provide firm pumping capacity of at least 1.25 PHD or PHD + 1,000 gpm fire flow
 - Distribution pumps should have GST low level shut OFF to avoid cavitation (typically 2-5 ft)
 - Distribution pumps should operate based on a common HGL level throughout the distribution system
 - All lead pumps should automatically rotate
 - All lead pumps ON when lowest EST is 50% full. All lead pumps OFF when lowest EST is 98% full
 - Lag 1 Pump ON when lowest EST is 40% full and falling. OFF when lowest EST is 70% and rising
 - Lag 2 Pump ON when lowest EST is 30% full and falling. OFF when lowest EST is 60% and rising
 - Lag 3 Pump ON when lowest EST is 20% full and falling. OFF when lowest EST is 50% and rising
 - **IF THE EXISTING CONTROL SYSTEM OR INFRASTRUCTURE IS INCAPABLE OF OPERATING ACCORDING TO THESE CONTROL RECOMMENDATIONS, THEY SHOULD BE MODIFIED ACCORDINGLY.**
- **Elevated Storage Tanks**
 - ESTs should be operated between 50-98% full during normal, non-emergency type scenarios. The bottom 50% is reserved for unanticipated emergencies such as fires, line breaks or power outages.

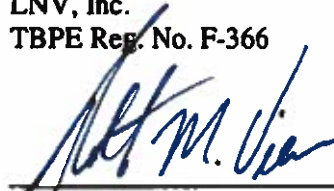
Capital Improvement Project (CIP) Recommendations

The table below is a summary of the recommended water system improvements required to maximize the performance of the City's existing assets by eliminating bottlenecks and/or system deficiencies. Each of these projects is shown on Exhibit 1. Cost estimates for each of these projects will be developed separately and provided at a later date.

Project	Description	LF	Size/Material
A	Open valves on railroad crossing pipes	0	
B	Connect Veterans Dr. & FM 140	100	8" PVC
B1	Connect lines on Guadalupe St.	200	6" PVC
C	Upgrade N. Oak St. from Pecan Rd. to Maverick Dr.	1600	8" PVC
D	Moore St. to Vaughn Rd.	4500	8" PVC
E	Bryan & Alabama St.	1300	8" PVC
F	RR 1581 to I-35 Frontage Rd.	3600	8" PVC
G	Roosevelt St. from Colorado St. to Pecos St.	2900	8" PVC

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

Sincerely,
LNV, Inc.
TBPE Reg. No. F-366

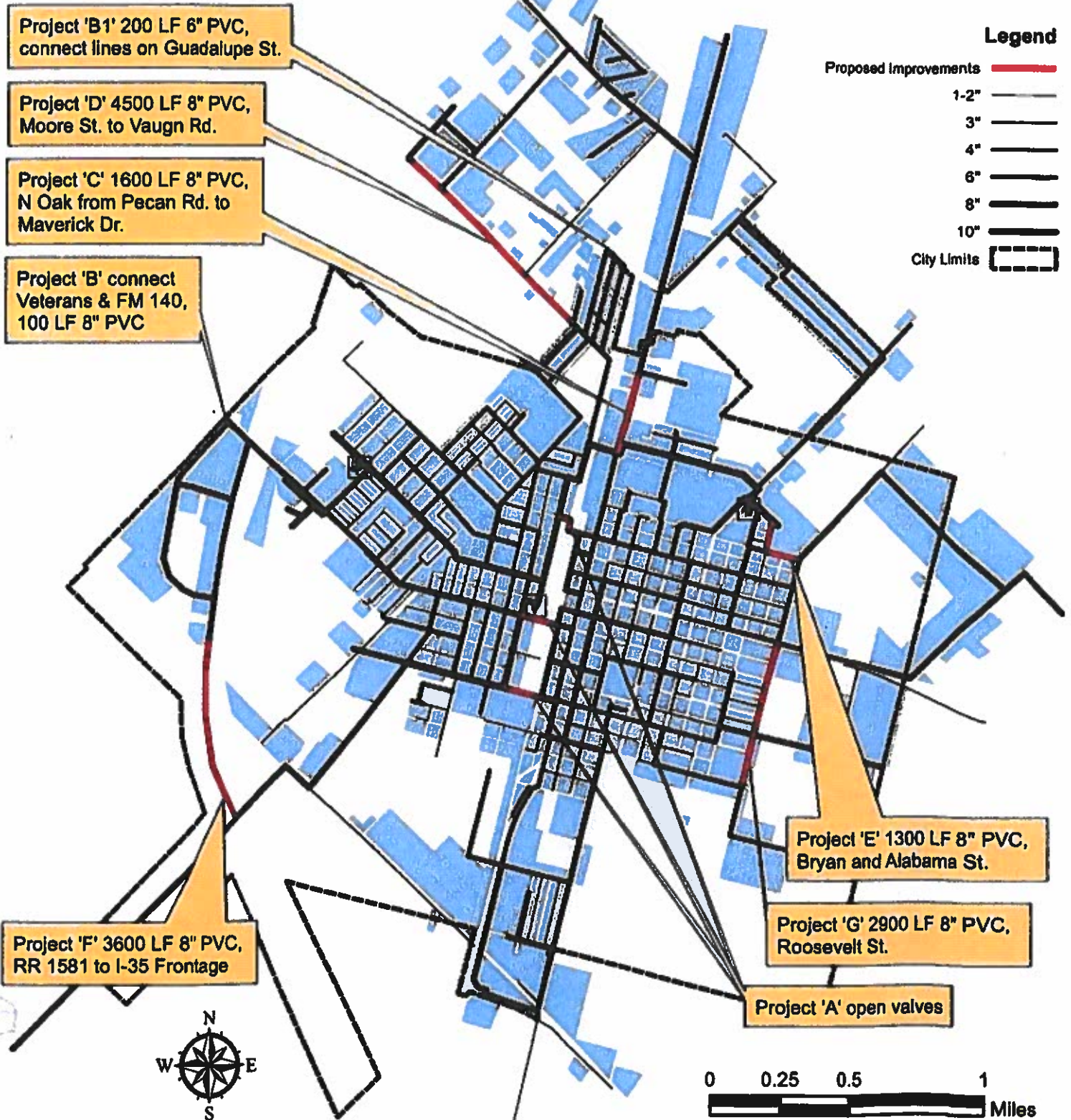

Robert Viera, P.E.
Vice President




Logan Burton, P.E.
Project Manager

City of Pearsall Water System Proposed Improvements September 7, 2012

- Improvements:
- A. Open valves on pipes crossing railroad
 - B. Connect Veterans Dr. to FM 140 via 8" PVC (100 LF)
 - B1. Connect 6" lines on Guadalupe St. (200 LF)
 - C. Install 8" PVC on N Oak from Pecan Rd. to Maverick Dr. (1800 LF)
 - D. Install 6" PVC from Moore St. to end of Vaughn Rd (4500 LF)
 - E. Install 10" PVC on Bryan St. from Hackberry St. to Alabama St. (1200 LF)
 - F. Install 8" PVC from RR 1581 to I-35 Frontage Rd. (3600 LF)
 - G. Install 8" PVC on Roosevelt St. from Colorado St. to Pecos St. (2900 LF)



City of Pearsall Existing System Pressures Peak Hour Demand Scenario September 7, 2012

Notes:

1. Peak Hour Demand (PHD) was calculated by TCEQ regulations as 1.25 times Maximum Daily Demand (MDD)
2. MDD was calculated from well production data as 2.6 times Average Daily Demand
3. Total Peak Hour Demand equaled 3,376.6 gpm
4. Colorado & North Elevated Storage Tanks are set to minimum recorded levels, 0% & 35% respectively
5. Colorado Pump1 is pumping at 1135 gpm, North Pump1 is pumping at 2155 gpm, Cherry Pump1 is pumping at 1343 gpm

Legend

- <25 psi
- 25-35 psi
- 35-45 psi
- 45+ psi
- 1-2"
- 3"
- 4"
- 6"
- 8"
- 10"
- City Limits

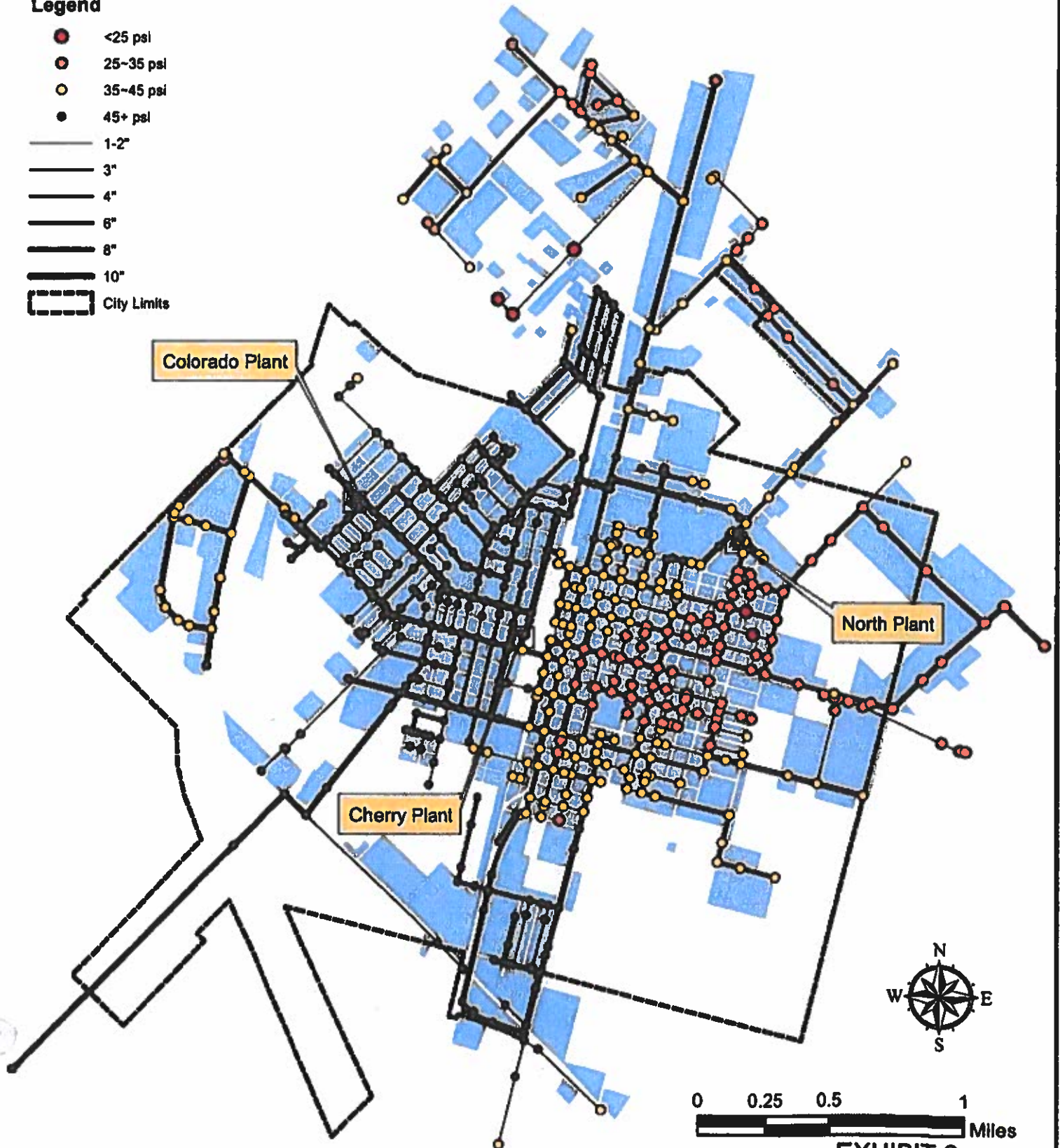
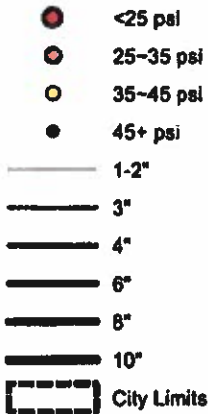


EXHIBIT 2

City of Pearsall Proposed System Pressures Peak Hour Demand Scenario September 7, 2012

Legend



Improvements:

- A. Open valves on railroad crossing pipes
- B. Connect Veterans Dr. to FM 140 via 8" PVC (100 LF)
- B1. Connect 6" lines on Guadalupe St. (200 LF)
- C. Install 8" PVC on N Oak from Pecan Rd. to Maverick Dr. (1600 LF)
- D. Install 6" PVC from Moore St. to end of Vaughn Rd. (4500 LF)
- E. Install 10" PVC on Bryan St. from Hackberry St. to Alabama St. (1200 LF)
- F. Install 8" PVC from RR 1681 to I-35 Frontage Rd. (3600 LF)
- G. Install 8" PVC on Roosevelt St. from Colorado St. to Pecos St. (2900 LF)

Notes:

- 1. Peak Hour Demand (PHD) was calculated by TCEQ regulations as 1.25 times Maximum Daily Demand (MDD)
- 2. MDD was calculated from well production data as 2.6 times Average Daily Demand
- 3. Total Peak Hour Demand equaled 3,376.6 gpm
- 4. Colorado & North Elevated Storage Tanks are set to minimum recommended levels, 28% & 35% full respectively
- 5. Colorado Pump1 is pumping at 1073 gpm, North Pump1 is pumping at 2154 gpm, Cherry Pump1 is pumping at 1337 gpm

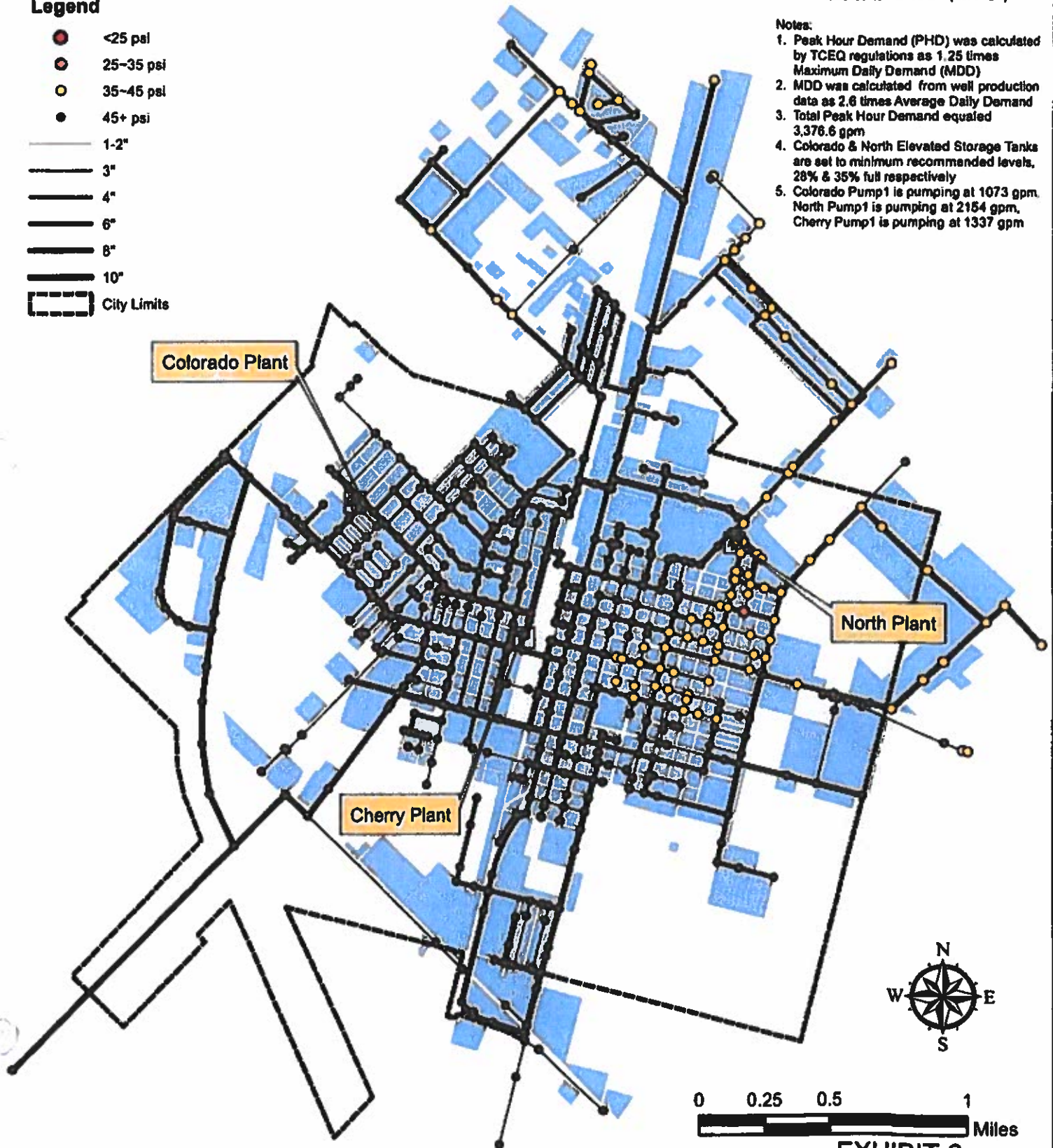


EXHIBIT 3

City of Pearsall Existing System HGL Peak Hour Demand Scenario September 7, 2012

Notes:

1. Peak Hour Demand (PHD) was calculated by TCEQ regulations as 1.25 times Maximum Daily Demand (MDD)
2. MDD was calculated from well production data as 2.6 times Average Daily Demand
3. Total Peak Hour Demand equaled 3,378.6 gpm
4. Colorado & North Elevated Storage Tanks are set to minimum recorded levels, 0% & 35% respectively
5. Colorado Pump1 is pumping at 1135 gpm, North Pump1 is pumping at 2155 gpm, Cherry Pump1 is pumping at 1343 gpm

Legend

- <730
- 730-743
- 743-757 (EST 0-50%)
- 757+ (EST 50%+)
- 1-2"
- 3"
- 4"
- 6"
- 8"
- 10"
- City Limits

Colorado Plant

North Plant

Cherry Plant

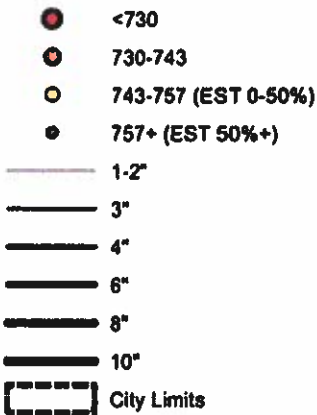


0 0.25 0.5 1 Miles

EXHIBIT 4

City of Pearsall Proposed System HGL Peak Hour Demand Scenario September 7, 2012

Legend



Improvements:

- A. Open valves on railroad crossing pipes
- B. Connect Veterans Dr. to FM 140 via 8" PVC (100 LF)
- B1. Connect 6" lines on Guadalupe St. (200 LF)
- C. Install 8" PVC on N Oak from Pecan Rd. to Maverick Dr. (1600 LF)
- D. Install 6" PVC from Moore St. to end of Vaughn Rd. (4500 LF)
- E. Install 10" PVC on Bryan St. from Hackberry St. to Alabama St. (1200 LF)
- F. Install 8" PVC from RR 1581 to I-35 Frontage Rd. (3600 LF)
- G. Install 8" PVC on Roosevelt St. from Colorado St. to Pecos St. (2900 LF)

Notes:

1. Peak Hour Demand (PHD) was calculated by TCEQ regulations as 1.25 times Maximum Daily Demand (MDD)
2. MDD was calculated from well production data as 2.6 times Average Daily Demand
3. Total Peak Hour Demand equaled 3,376.6 gpm
4. Colorado & North Elevated Storage Tanks are set to minimum recommended levels, 28% & 35% full respectively
5. Colorado Pump1 is pumping at 1073 gpm, North Pump1 is pumping at 2154 gpm, Cherry Pump1 is pumping at 1337 gpm

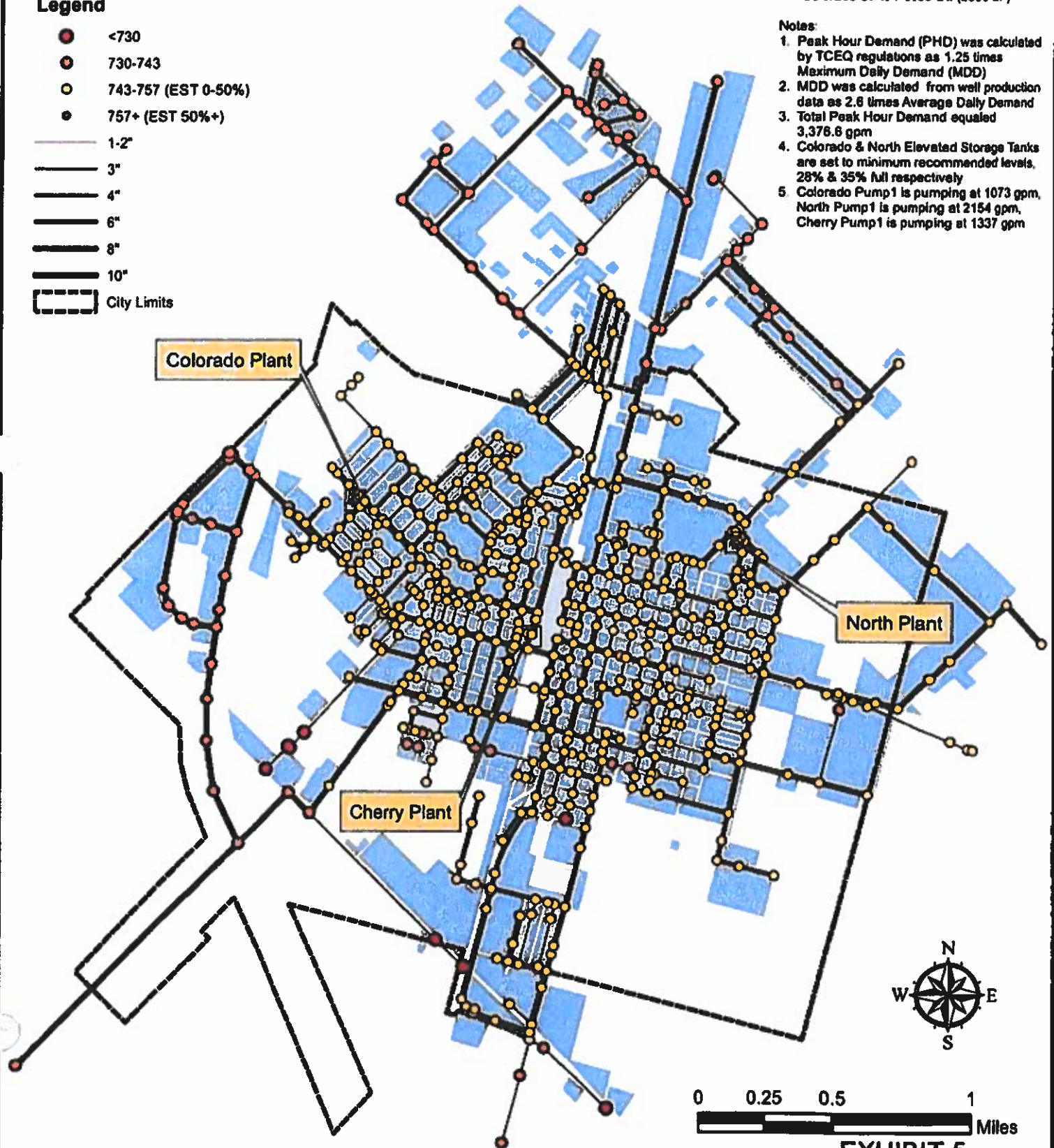


EXHIBIT 5

City of Pearsall Existing Fire Flows Peak Hour Demand Scenario September 7, 2012

Notes:

1. The map displays available fire flow during a PHD scenario while maintaining 20 psi at the respective hydrant
2. Peak Hour Demand (PHD) was calculated by TCEQ regulations as 1.25 times Maximum Daily Demand (MDD)
3. MDD was calculated from well production data as 2.6 times Average Daily Demand
4. Total Peak Hour Demand equaled 3,376.6 gpm
5. Colorado & North Elevated Storage Tanks are set to minimum recorded levels, 0% & 35% respectively
6. Colorado Pump1 is pumping at 1135 gpm, North Pump1 is pumping at 2155 gpm, Cherry Pump1 is pumping at 1343 gpm

Legend

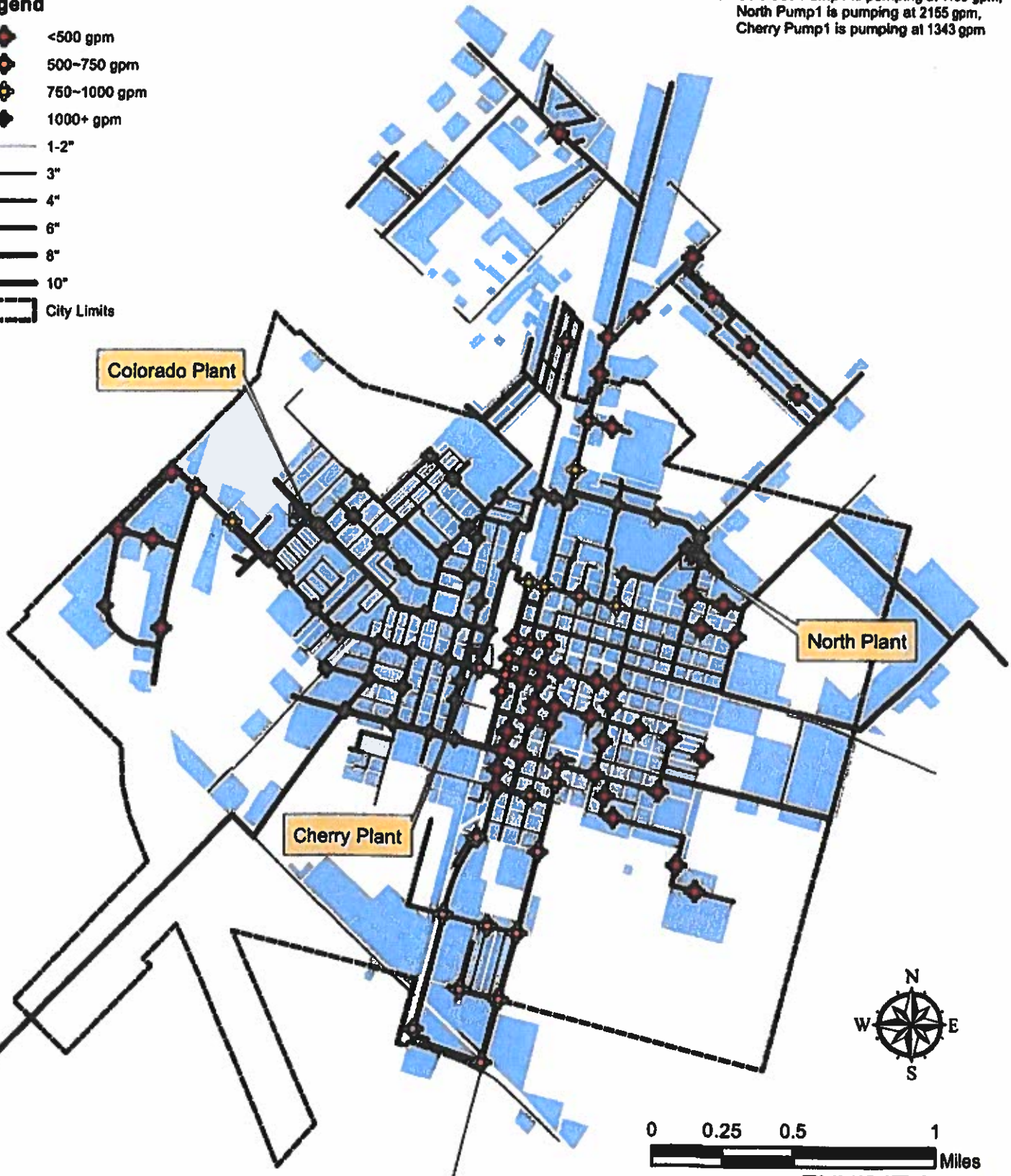
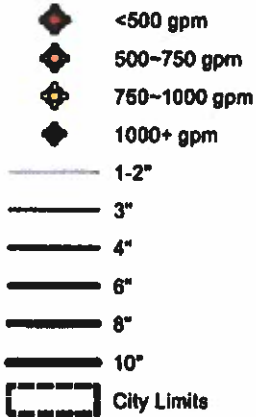
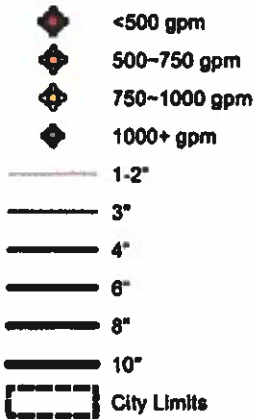


EXHIBIT 6

City of Pearsall Proposed Fire Flows Peak Hour Demand Scenario September 7, 2012

Legend



- Improvements:
- A. Open valves on railroad crossing pipes
 - B. Connect Veterans Dr. to FM 140 via 8" PVC (100 LF)
 - B1. Connect 6" lines on Guadalupe St. (200 LF)
 - C. Install 8" PVC on N Oak from Pecan Rd. to Maverick Dr. (1800 LF)
 - D. Install 6" PVC from Moore St. to end of Vaughn Rd (4500 LF)
 - E. Install 10" PVC on Bryan St. from Hackberry St. to Alabama St. (1200 LF)
 - F. Install 6" PVC from RR 1581 to I-35 Frontage Rd. (3800 LF)
 - G. Install 8" PVC on Roosevelt St. from Colorado St. to Pecos St. (2900 LF)

Notes:

1. The map displays available fire flow during a PHD scenario while maintaining 20 psi at the respective hydrant
2. Peak Hour Demand (PHD) was calculated by TCEQ regulations as 1.25 times Maximum Daily Demand (MDD)
3. MDD was calculated from well production data as 2.6 times Average Daily Demand
4. Total Peak Hour Demand equaled 3,376.6 gpm
5. Colorado & North Elevated Storage Tanks are set to minimum recommended levels, 28% & 35% full respectively
6. Colorado Pump1 is pumping at 1073 gpm, North Pump1 is pumping at 2154 gpm, Cherry Pump1 is pumping at 1337 gpm

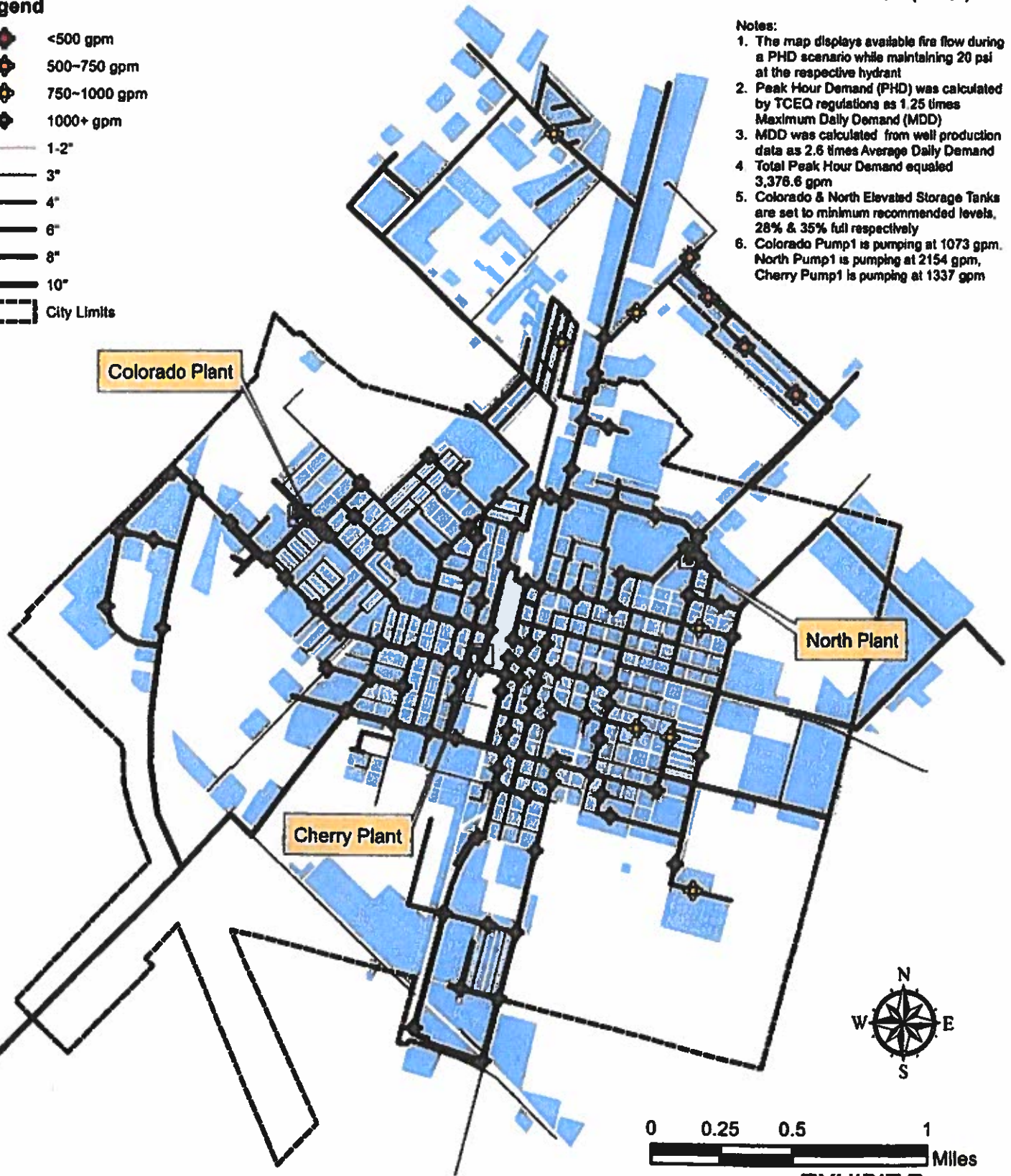


EXHIBIT 7

City of Pearsall Existing Pipe Velocities Peak Hour Demand Scenario September 7, 2012

Notes:

1. Peak Hour Demand (PHD) was calculated by TCEQ regulations as 1.25 times Maximum Daily Demand (MDD)
2. MDD was calculated from well production data as 2.6 times Average Daily Demand
3. Total Peak Hour Demand equaled 3,376.6 gpm
4. Colorado & North Elevated Storage Tanks are set to minimum recorded levels, 0% & 35% respectively
5. Colorado Pump1 is pumping at 1135 gpm, North Pump1 is pumping at 2155 gpm, Cherry Pump1 is pumping at 1343 gpm

Legend

- <2 fps
- 2~4 fps
- 4~6 fps
- 6+ fps
- City Limits

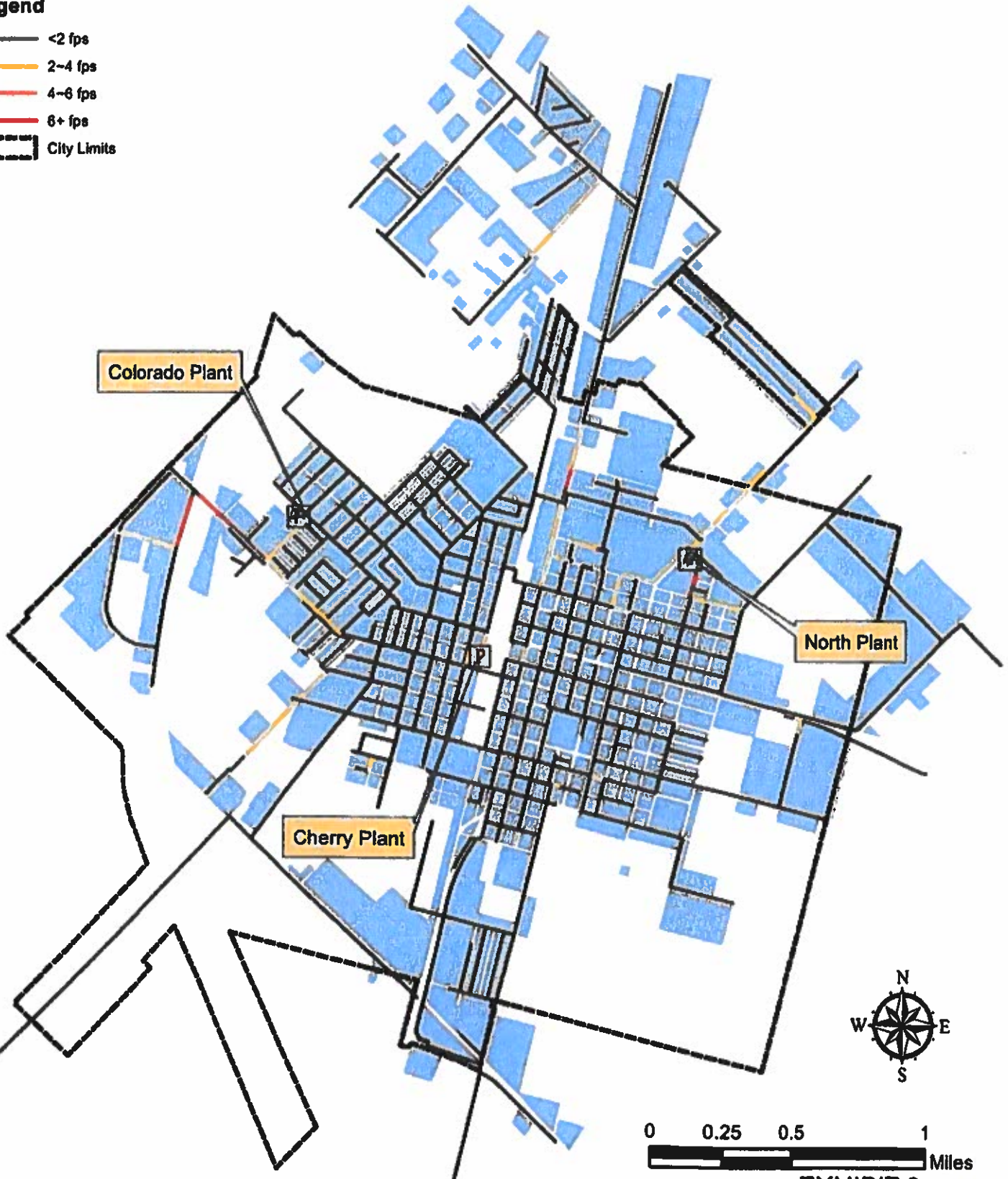


EXHIBIT 8

City of Pearsall Proposed Pipe Velocities Peak Hour Demand Scenario September 7, 2012

Legend



- Improvements:
- A. Open valves on railroad crossing pipes
 - B. Connect Veterans Dr. to FM 140 via 8" PVC (100 LF)
 - B1. Connect 6" lines on Guadalupe St. (200 LF)
 - C. Install 8" PVC on N Oak from Pecan Rd. to Maverick Dr. (1600 LF)
 - D. Install 6" PVC from Moore St. to end of Vaughn Rd. (4500 LF)
 - E. Install 10" PVC on Bryan St. from Hackberry St. to Alabama St. (1200 LF)
 - F. Install 8" PVC from RR 1581 to I-35 Frontage Rd. (3600 LF)
 - G. Install 8" PVC on Roosevelt St. from Colorado St. to Pecos St. (2900 LF)

Notes:

1. Peak Hour Demand (PHD) was calculated by TCEQ regulations as 1.25 times Maximum Daily Demand (MDD)
2. MDD was calculated from well production data as 2.8 times Average Daily Demand
3. Total Peak Hour Demand equaled 3,376.6 gpm
4. Colorado & North Elevated Storage Tanks are set to minimum recommended levels, 28% & 35% full respectively
5. Colorado Pump1 is pumping at 1073 gpm, North Pump1 is pumping at 2154 gpm, Cherry Pump1 is pumping at 1337 gpm

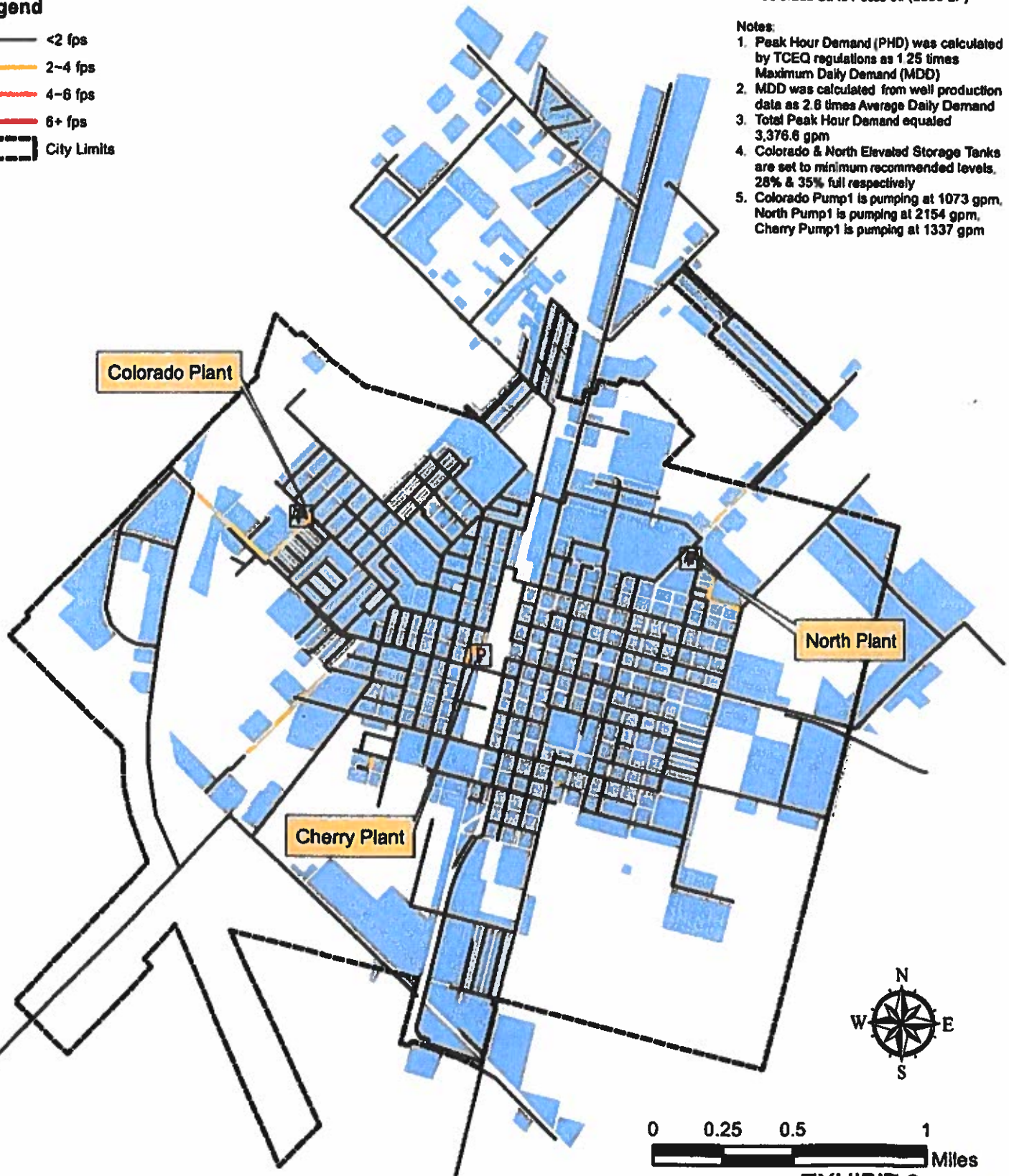


EXHIBIT 9

Water Model Estimate

OPINION OF PROBABLE CONSTRUCTION COST

Project: Water System Upgrades
Client: City of Pearisall

Date: 06/25/2014
Prepared By: Hector Castaneda, Jr.

Principal Project

Water Line Upgrades - Guadalupe Street

Item	Description	Quantity	Unit	Unit Price	Total Price
1	8" PVC C-900 Water Line	200	LF	\$25.00	\$5,000.00
2	6" Water Line Connection	2	EA	\$1,000.00	\$2,000.00
Guadalupe Street Subtotal					\$7,000.00

Water Line Upgrades - Moore to Vaughn Road

Item	Description	Quantity	Unit	Unit Price	Total Price
1	8" PVC C-900 Water Line	4,500	LF	\$30.00	\$135,000.00
2	8" Bore (County Roads)	200	LF	\$150.00	\$30,000.00
3	Driveway Repair	1,000	SF	\$10.00	\$10,000.00
4	Fire Hydrant Assembly	9	EA	\$3,500.00	\$31,500.00
Moore to Vaughn Road Subtotal					\$206,500.00

Water Line Upgrades - N. Oak Street

Item	Description	Quantity	Unit	Unit Price	Total Price
1	8" PVC C-900 Water Line	1,600	LF	\$50.00	\$80,000.00
2	8" Water Line Connection	2	EA	\$1,250.00	\$2,500.00
3	Fire Hydrant Assembly	3	EA	\$3,500.00	\$10,500.00
N. Oak Street Subtotal					\$93,000.00

Water Line Upgrades - Veterans & FM 140

Item	Description	Quantity	Unit	Unit Price	Total Price
1	8" Bore (County Road)	100	LF	\$150.00	\$15,000.00
2	8" Water Line Connection	2	EA	\$1,250.00	\$2,500.00
Veterans & FM 140 Subtotal					\$17,500.00

Water Line Upgrades - Bryan & Alabama Street

Item	Description	Quantity	Unit	Unit Price	Total Price
1	8" PVC C-900 Water Line	1,300	LF	\$30.00	\$39,000.00
2	Driveway Repair	500	SF	\$10.00	\$5,000.00
3	8" Water Line Connection	2	EA	\$1,250.00	\$2,500.00
4	Fire Hydrant Assembly	3	EA	\$3,500.00	\$10,500.00
Bryan & Alabama Street Subtotal					\$57,000.00

Water Line Upgrades - Roosevelt Street

Item	Description	Quantity	Unit	Unit Price	Total Price
1	8" PVC C-900 Water Line	2,900	LF	\$30.00	\$87,000.00
2	8" Bore (City Streets)	400	LF	\$150.00	\$60,000.00
3	8" Water Line Connection	2	EA	\$1,250.00	\$2,500.00
Roosevelt Street Subtotal					\$149,500.00

Water Line Upgrades - Additional Hwy 1581 Bores

Item	Description	Quantity	Unit	Unit Price	Total Price
1	15" Bore & Steel Casing	240	LF	\$300.00	\$72,000.00
Additional Hwy 1581 Bores Subtotal					\$72,000.00

Main Water Line X-ing Upgrades

Item	Description	Quantity	Unit	Unit Price	Total Price
1	20" Bore & Casing	600	LF	\$300.00	\$180,000.00
2	12" Gate Valve & Boxes	8	EA	\$3,000.00	\$24,000.00
Veterans & FM 140 Subtotal					\$204,000.00

MISCELLANEOUS FITTINGS & CONTINGENCY (15%)

\$108,575.00

TOTAL CONSTRUCTION PROJECT

\$913,075.00

Design, Bidding, and Construction Administrations
Surveying
Construction Inspection
TXDOT Permit

\$90,000.00
\$25,000.00
\$25,000.00
\$3,000.00

TOTAL OPINION OF PROBABLE PROJECT COST

\$1,058,075.00

THIS DOCUMENT IS RELEASED FOR INFORMATIONAL PURPOSES UNDER THE AUTHORITY OF ROBERT M. VERA, P.E. 005616, L.M., TYPE FPM NO. F-300 ON 06-25-14 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.



City of Pearsall

Capital Improvement Program

Wastewater Treatment Plant

The Capital Improvement Program (CIP) is a planning and budgeting tool that provides information about the City of Pearsall's municipal Wastewater Treatment Plant facilities and infrastructure needs. It identifies requirements for sustaining the infrastructure that support wastewater treatment requirements for the city's service area.

Capital Improvement Program – Year One.

Project ID	Classification	Quoted Cost
Automated Bar Screen	Modernization	\$185,000
Third RAS Pump	Development	(est.) \$25,000
CIP Totals		\$210,000

Project ID - Automated Bar Screen (ABS)

SUMMARY: Automated Bar Screen program totals \$185,000. This includes \$55,000 expenditures for engineering support and design. This contraption completely automates the screening process at the wastewater treatment plant. Currently a bar screen grating is in place and has no automation.

JUSTIFICATION: The ABS system eliminates the need for an attendant to manually rake, clean and dispose of organic and inorganic material naturally found in Influent wastewaters. Employees, equipment and infrastructure all benefit from having an ABS installed in a system. Employee accidental risks are greatly minimized due to eliminating the process requirements for manual cleaning. Equipment runs more efficiently due to the lack of excess organic and inorganic material such as, grease, rags and disposed toiletries (mainly prison) pumped through them. Infrastructure enclosures, mechanisms and open tanks are less impacted in the presence of cleaner and less corrosive water processing through them.

NOTES: Engineering contractors (LNV) and manufacturer (JOJU) have verbally submitted the "Quoted Cost" for this project.

Project ID - Return Activated Sludge (RAS) Pump

SUMMARY: RAS pump program totals \$25,000, which includes an estimated \$10,000 contingency for engineering support and design (if applicable). RAS pumps return sludge from accumulation in the final clarifier and scum pit station back to the aeration basin (RACETRACK).

JUSTIFICATION: RAS pumps prevent sanitary sewer overflows (SSO) from the clarifier(s) and maintain safe Sludge Blanket levels. RAS pumps also support an adequate food to microorganisms balance (F/M ratio) by distributing settling sludge back to the aeration basin. Having a balanced (F/M) ratio is imperative for good bacteria (Microorganisms) to survive. Microorganisms play a key role in the elimination of BOD, which is the biological breakdown of organic material found wastewater. BOD reduction is used as a gauge of the effectiveness of a wastewater treatment plant.

NOTES: The need for a third RAS pump is not urgent, but will be necessary for back-up operational support of smaller clarifier currently not online, but to be fully operational later this year. Be aware that this particular project may require engineering support and design in order to meet permit

requirements. Also note, this request is a continuation of a project commenced, but never completed at our facility.



City of Pearsall

Capital Improvement Program

Wastewater Collections

The Capital Improvement Program (CIP) is a planning and budgeting tool that provides information about the City of Pearsall's municipal Wastewater Collections infrastructure needs. It identifies requirements for sustaining the infrastructure that support wastewater distribution requirements for the city's service area.

Capital Improvement Program – Year One

(Cost Assessment provided by LNV)

Project ID	Proposed Street	From Street	To Street	Classification	Quoted Cost Per Linear ft.	Linear Ft.	Total Cost
Sewer line Replacement from 6" VCP to 8" PVC	Taft	Ash	Pecan	Upgrade	\$90	720	\$64,800
Replace Manhole #22	Taft	Taft	Pecan	Upgrade	N/A	N/A	\$7,200

Project ID – Sewer Line Replacement

SUMMARY: Per LNV assessment, it is recommended that the sewer line be replace with an 8" PVC from a current 6" VCP (Vitrified Clay Pipe).

JUSTIFICATION: This section of line was selected due to the re-occurring sewer back-ups at this location. It is suspected that a cave-in has occurred an estimated 75 ft. from the intersecting street of North Ash due west, and is contributing to the re-occurrence. The sewer line is connected to Manhole #22 which is also recommended to be replaced by LNV assessment.



City of Pearsall

Capital Improvement Program

Water Line Improvement

The Capital Improvement Program (CIP) is a planning and budgeting tool that provides information about the City of Pearsall's municipal water supply's infrastructure needs. It identifies requirements for sustaining the infrastructure that support water distribution requirements for the city's service area.

Capital Improvement Program – Year One

(Cost Assessment provided by LNV)

Project ID	Proposed Street	From Street	To Street	Classification	Quoted Cost Per Linear ft.	Linear Ft.	Total Cost
Water line Replacement 10" C.I. to 12" PVC	Colorado	Cherry	Colorado Plant Entrance	Upgrade	\$120	4300	\$516,000

Project ID – Water Line Replacement / Upgrade

SUMMARY: Water line replacement/ upgrade from 10" Cast Iron (C.I) to a 12" PVC (C-900). The upgrade stretches from Cherry Street to the entrance of the Colorado Water Plant.

JUSTIFICATION: This line has been problematic in recent years due to excessive scaling. Scaling occurs when erosion affects the pipe's inner wall and starts to flake off causing stoppages at the water meter and/or tap, resulting in low to no water supply to customer.



City of Pearsall Capital Improvement Program

Gas Line Improvement

The Capital Improvement Program (CIP) is a planning and budgeting tool that provides information about the City of Pearsall's municipal gas supply's infrastructure needs. It identifies requirements for sustaining the infrastructure that support gas distribution requirements for the city's service area.

Capital Improvement Program – Year One

(Cost Assessment provided by *Rudy/ In-house Project)

Materials Cost – 4,600 Labor – (Est.) 24hr. @ 15/hr. x 4 crew = 1,500

Total = 6,100

Project ID	Proposed Street	From Street	To Street	Classification	Quoted Cost Per Linear ft.	Linear Ft.	Total Cost
*Gas line Replacement 1" Steel to 2" Poly	Roosevelt	Alabama	Chaparral	Upgrade	\$3.39	1800	\$6,100

Project ID – Gas Line Replacement / Upgrade

SUMMARY: Gas line replacement/ upgrade from 1" steel to a 2" poly. The upgrade stretches from Alabama Street to the Chaparral Street with the proposed gas line replacement running on Roosevelt Street. The line ends an estimated 200 ft. prior to Chaparral Street intersection.

JUSTIFICATION: This line does not meet Railroad Commission Standards and is mandated to be replaced. Replacing this line will meet annual gas line Replacement Requirements also mandated by the Railroad Commission.



City of Pearsall

Capital Improvement Program

Street Dept. - Right of Way crew

The Capital Improvement Program (CIP) is a planning and budgeting tool that provides information about the City of Pearsall municipal Street Department. It identifies requirements for sustaining the infrastructure that support neighborhood roads for the city's service area.

Capital Improvement Program – Year One

Project ID	Proposed Street	From Street	To Street	Classification	Quoted Cost Per Linear ft.	Linear Ft.	Total Cost
Case Skid Steer	N/A	N/A	N/A	Equipment	N/A	N/A	44,631.30

Project ID – Case Skid Steer Purchase

SUMMARY: Skid Steer purchase for scraping needs of city streets.

JUSTIFICATION: The City of Pearsall currently possesses two similar tractors (track loader & skid steer). The demand for constant use and need of both tractors by the streets department, for road repair and maintenance, does allow for the *Right of Way* crew to use for road grass & weed scraping needs currently engulfing Pearsall's city streets.



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Solutions Today with a
Vision for Tomorrow

May 13, 2013

The Honorable Albert Alvarez, Mayor
City of Pearsall
215 South Ash Street
Pearsall, Texas 78061

**Re: City of Pearsall, Frio County, Texas
Comal Street Water Well Project
Recommendation of Award**

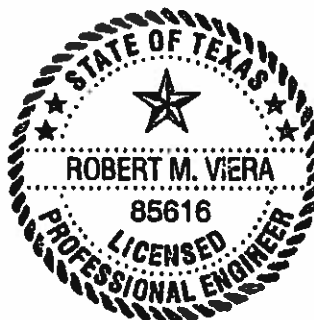
Dear Mayor Alvarez:

Bids were opened and read aloud on Friday, May 10, 2013 for the above referenced project. Three (3) bids were received and the results are shown on the attached bid summary and bid tabulations sheets. The responsive, responsible Bidder submitting the lowest/best bid on the project is McKinley Drilling Company, P.O. Box 27337, San Antonio, Texas 78227 with a Total Base Bid Amount of \$751,345.00.

I have reviewed the Contractor's qualifications and bid documents, and it is my recommendation that the City award the project to McKinley Drilling Company in the total amount of \$751,345.00.

LNV
Engineers | Architects | Contractors
TDPE Firm No. 1366


Robert M. Viera, P.E., R.P.L.S.
Project Engineer



Attachments

\\P\PEARSALL\20187 2012 BOND WTRWASTE WTR\STREETSWORK\BIDDING\RECOMM LTTTR WEL L.DOC

Bid Summary Sheet

Project:		Comal Street Water Well Project			
Owner:		City of Pearsall			
Bid Date & Time:		Friday, May 10, 2013 @ 2:00 p.m.			
Engineer's Estimate:		\$750,000			
CONTRACTOR		BID DOCUMENTS	ADD. #1	CLAR. #1	BID AMOUNT
Alsay Incorporated 3359 S.E. Loop 410 San Antonio, TX 78222	☒	Bid Security			\$1,028,750.00
	☒	Proposal Form	x	x	
	☒	Disclosure Forms			
McKinley Drilling Company P.O. Box 27337 San Antonio, Texas 78227	☒	Bid Security			\$751,345.00
	☒	Proposal Form	x	x	
	☒	Disclosure Forms			
Weisinger Incorporated 2200 East Davis Street Conroe, TX 77301	☒	Bid Security			\$980,400.00
	☒	Proposal Form	x	NR	
	☒	Disclosure Forms			
	☐	Bid Security			
	☐	Proposal Form			
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	☐	Bid Security			
	☐	Proposal Form			
	☐	Disclosure Forms			

BID TABULATION

Project: Comal Street Water Well Project
 Owner: City of Pearsall
 Bid Date: Friday, May 10, 2013 @ 2 pm

McKinley Drilling Company P.O. Box 27337 San Antonio, Texas 78227				Weisinger Incorporated 2200 East Davis Street Conroe, TX 77301		Alsay Incorporated 3359 S.E. Loop 410 San Antonio, TX 78222			
ITEM	QTY	UNIT	DESCRIPTION	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
BASE BID									
A1	1	LS	NEW WATER WELL TO INCLUDE PUMP, MOTOR CONTROL PANEL, ELECTRICAL, COLUMN PIPE, WELL CASING, SCREENS, FITTINGS, PIPING, VALVES, METER, CONCRETE SPLASH PAD, CONCRETE FOUNDATION, CEMENTING, WELL DEVELOPMENT, AND ALL ITEMS NECESSARY BUT NOT MENTIONED TO COMPLETE THE WELL AS INTENDED per plans and specifications, complete in place per lump sum.	\$ 607,700.00	\$ 607,700.00	\$ 836,500.00	\$ 836,500.00	\$ 887,250.00	\$ 887,250.00
A2	1	LS	PLUG EXISTING WATER WELL per plans and specifications, complete in place per lump sum.	\$ 35,645.00	\$ 35,645.00	\$ 25,000.00	\$ 25,000.00	\$ 29,500.00	\$ 29,500.00
A3	1	LS	GROUND STORAGE TANK PIPING per plans and specifications, complete in place per lump sum.	\$ 88,000.00	\$ 88,000.00	\$ 98,900.00	\$ 98,900.00	\$ 92,000.00	\$ 92,000.00
A4	1	LS	WELL CONTROLS & UNIFORESEEN ALLOWANCE per plans and specifications, complete in place per lump sum	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
TOTAL BASE BID				\$	751,345.00	\$	980,400.00	\$	1,028,750.00
ADDITIVE/DEDUCTIVE BID ITEMS									
B1	1	VF	ADD OR DEDUCT PER FOOT PUMP COLUMN, WIRE ETC... per plans and specifications, complete in place per vertical foot	\$ 74.75	\$ 74.75	\$ 75.00	\$ 75.00	\$ 45.00	\$ 45.00
B2	1	VF	ADD OR DEDUCT PER FOOT LINER per plans and specifications, complete in place per vertical foot	\$ 210.00	\$ 210.00	\$ 40.00	\$ 40.00	\$ 30.00	\$ 30.00
B3	1	VF	ADD OR DEDUCT PER FOOT CASING per plans and specifications complete in place per vertical foot	\$ 260.00	\$ 260.00	\$ 70.00	\$ 70.00	\$ 50.00	\$ 50.00

Prepared by
 LNV ENGINEERING

BID TABULATION

ITEM	QTY	UNIT	DESCRIPTION	McKinley Drilling Company		Weisinger Incorporated		Alsay Incorporated	
				P.O. Box 27337		2200 East Davis Street		3359 S.E. Loop 410	
				San Antonio, Texas 78227		Conroe, TX 77301		San Antonio, TX 78222	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
B4	1	VF	ADD OR DEDUCT PER FOOT SCREENS per plans and specifications, complete in place per vertical foot	\$ 341.00	\$ 341.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00

BUDGET CALENDAR AND SIGNFICANT BUDGET DATES FOR 2020-2021 FY

May 19 – Meeting with Rate Consultant to Discuss Water/Sewer Rates

June 9 – Council Retreat and Planning Discussion or 2020-2021 FY and beyond

June 16 – Meeting with Rate Consultant to Discuss Solid Waste/Gas Rates

June 30 – Revenue Projections for FY 2020-2021

July 7 – General Fund Discussion

July 14 – Enterprise Fund Discussion

July 25 – Certified Appraisal Roll provided to the City

August 11- Proposed Budget Presented to the City Council

August/September – Tax/Budget Hearings and Adoption of Budget and Tax Rate

Truth-in-Taxation Important Dates

Date	Activity
April 1 ¹	Chief appraisers send notices of appraised value on single family residences by this date or as soon thereafter as practicable.
April 30 ²	Chief appraisers prepare and certify the estimate of the taxable value of property in counties, cities and school districts to tax assessors.
May 1 ³	Chief appraisers send notices of appraised value on all other property by this date or as soon thereafter as practicable.
July 20 ⁴	Appraisal review boards approve the appraisal records. This date may extend to Aug. 30 for certain larger counties.
July 25 ⁵	Chief appraisers certify the approved appraisal roll to the taxing units.
Aug. 7 ⁶	Certain taxing units publish notice of effective and rollback tax rates by this date or as soon thereafter as practicable.
August – September	Taxing units adopt their budgets according to their fiscal years. School districts must publish a <i>Notice of Public Meeting to Discuss Budget and Proposed Tax Rate</i> 10 to 30 days before the public meeting date. ⁷ (School districts with a July 1 fiscal year adopt budgets in June and follow a different schedule). Most taxing units adopt a tax rate after adopting their budgets.
Sept. 1 ⁸	Cities and counties provide notice of their proposed tax rates before this date or 30 days after receiving the appraisal roll.
Before Sept. 30 ⁹	Taxing units other than water districts must adopt their tax rate before this date or 60 days after receiving the appraisal roll, whichever date is later.
Oct. 1 ¹⁰	Tax assessors prepare and mail tax bills by this date or as soon thereafter as practicable.

¹ Tex. Tax Code § 25.19(a)
² Tex. Tax Code § 26.01(e)
³ Tex. Tax Code § 25.19(a)
⁴ Tex. Tax Code § 41.12(a)
⁵ Tex. Tax Code § 26.01(a)
⁶ Tex. Tax Code § 26.04(e)
⁷ Tex. Ed. Code § 44.004(b)
⁸ Tex. Loc. Gov’t Code § 140.010(f)
⁹ Tex. Tax Code § 26.05(a)
¹⁰ Tex. Tax Code § 31.01(a)

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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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[SIGNATURE PAGES FOLLOW]

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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

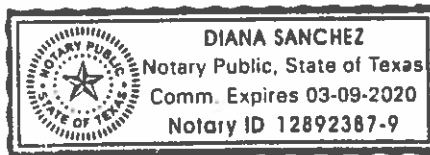
ACKNOWLEDGMENT

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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CITY OF PEARSALL

May 6, 2020

Hilda Juarez
Division Manager, Republic Services
616 Spaatz
Hondo, TX 78861

Ms. Juarez,

First, the City of Pearsall wants to thank you and the management team at Republic Services for your continued partnership and cooperation with the City of Pearsall the past few years. Our hope is that you are in good health during this extraordinary time.

The purpose of this letter to is to address concerns with the existing contractual terms of the City of Pearsall's contract with Republic Services. As you know, the terms or our contract with Republic Services date back to a contract that was executed September 2015. This contract was amended May 2017. The amendment that city entered into extended the terms of our contract with Republic Services through December 2026.

After reviewing the terms of the contract, minutes of past city council meetings and the attached presentation, the City of Pearsall is requesting the following:

- Compliance with section 4.06 of the existing of the contract. It is our position that Republic Services has not provided a written remedy or modification to this provision of our contract.
- It has been the city's position and understanding that new blue trash receptacles would be provided upon the execution of our last amendment to our contract. A visual of these receptacles is included on page four of the presentation

provided to the city council on March 10, 2020. To our knowledge, we have not been provided new receptacles.

- We are also requesting an improved complaint process which requires that Republic Services provide a weekly complainant log and resolution to these complaints as it relates to services outlined in our contract
- The city is amenable to discussing modifications to section 3.03 and 3.08 of our contract with an understanding that we negotiate the number of times brush pick up is performed (See attached presentation)
- The city is also amenable to discussing opportunities described in the attached presentation (see page 7 of presentation)

The city council has requested your presence at our city council meeting on May 12, 2020. We are also requesting that you provide a response to this letter no later than June 1, 2020.

Sincerely,

A handwritten signature in blue ink, appearing to read "Fed Reyes", with a stylized flourish at the end.

Federico Reyes , City Manager

Enclosure: Republic Presentation Dated March 10, 2020

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
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- 3.03 Bulky Waste Pickup
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- 13.00 TRANSFERABILITY OF CONTRACT
- 14.00 RIGHTS OF CONTRACTOR
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- 17.00 SUBCONTRACTORS
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- 19.00 FORCE MAJEURE
- 20.00 SEVERABILITY
- 21.00 GOOD FAITH DEALINGS
- 22.00 REMEDIES
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- 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
<u>Roll-off</u>		
20 Cubic Yard		\$ 797.58
Container Rental		\$ 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.**

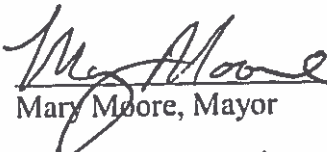
96 Gallon Carts and Front Load Containers only

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:

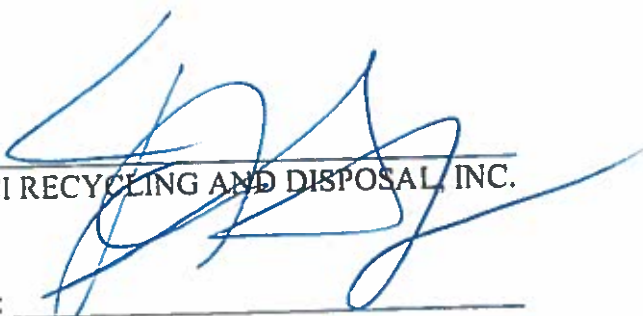
CITY OF PEARSALL
Frio County, of the State of Texas

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

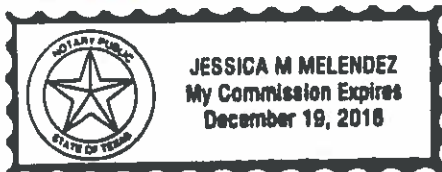
(CONTRACTOR)

STATE OF TEXAS §

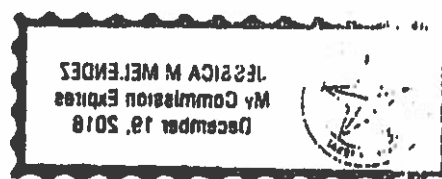
COUNTY OF BEXAR §

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.

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
014265	AG-PRO TEXAS, LLC							
	I-P19681	OIL FILTER	R	5/08/2020		100.38CR	039192	
	I-P19816	RIGHT OF WAY SUPPLIES	R	5/08/2020		191.56CR	039192	
	I-P19821	MOWER BLADE	R	5/08/2020		37.86CR	039192	
	I-P19880	REPAIR MAINTENANCE	R	5/08/2020		752.79CR	039192	
	I-P20022	CARBURETOR	R	5/08/2020		37.35CR	039192	
	I-P20146	ZTRACK MOWER	R	5/08/2020		175.96CR	039192	
	I-P20618	MAINTENANCE REPAIRS	R	5/08/2020		464.56CR	039192	
	I-P26948	SPINDLE	R	5/08/2020		184.40CR	039192	
	I-W16256	REPAIR	R	5/08/2020		105.00CR	039192	2,049.86
9690	AUTOZONE, INC.							
	C-4213615326	DELPHI FUEL PUMP	R	5/08/2020		215.99	039193	
	C-4213719840	UNIT 913	R	5/08/2020		189.98	039193	
	C-4213860644	BATTERY	R	5/08/2020		99.99	039193	
	I-4213719488	UNIT 913	R	5/08/2020		189.98CR	039193	
	I-4213719838	UNIT 913	R	5/08/2020		189.98CR	039193	
	I-4213860641	BATTERY	R	5/08/2020		99.99CR	039193	
	I-4213860642	BATTERY	R	5/08/2020		79.99CR	039193	
	I-4213862031	UNIT 908	R	5/08/2020		108.13CR	039193	
	I-4213862409	UNIT 908	R	5/08/2020		18.89CR	039193	
	I-4213864255	REPAIRS MAINTENANCE	R	5/08/2020		197.68CR	039193	
	I-4213865460	REPAIR MAINTENANCE	R	5/08/2020		128.69CR	039193	
	I-4213865591	DUMP TRUCK	R	5/08/2020		19.08CR	039193	
	I-4213866936	BATTERY FOR PATROL 913	R	5/08/2020		99.99CR	039193	
	I-4213866940	WIPERS FOR UNIT 902	R	5/08/2020		34.38CR	039193	
	I-4213866942	BATTERY FOR PATROL UNI	R	5/08/2020		139.64CR	039193	
	I-42138676553	UNIT 913 REPARIS	R	5/08/2020		94.54CR	039193	
	I-4213869911	UNIT 914	R	5/08/2020		63.55CR	039193	
	I-4213869920	DUMP TRUCK	R	5/08/2020		118.79CR	039193	
	I-4213871047	UNIT 914	R	5/08/2020		189.08CR	039193	
	I-4213871060	REPAIRS TO GHOST UNIT	R	5/08/2020		184.46CR	039193	1,450.88
VOID	VOID CHECK		V	5/08/2020			039194	**VOID**
014125	AXCESS FIRE & SAFETY SUPPLY, INC.							
	I-10830	TESTING	R	5/08/2020		3,325.63CR	039195	3,325.63
0400	BAKER & TAYLOR BOOKS							
	I-2016119983	BOOKS	R	5/08/2020		11.33CR	039196	
	I-5015112623	BOOKS	R	5/08/2020		8.73CR	039196	
	I-5016099629	BOOKS	R	5/08/2020		188.00CR	039196	
	I-5016099671	BOOKS	R	5/08/2020		320.13CR	039196	
	I-5016112623	BOOKS	R	5/08/2020		161.69CR	039196	
	I-5016112624	BOOKS	R	5/08/2020		10.13CR	039196	
	I-5016119983	BOOKS	R	5/08/2020		30.71CR	039196	
	I-5016132207	BOOKS	R	5/08/2020		20.69CR	039196	751.41

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
015840	RAINBOW GROUP, LLC I-0514402-IN	GROUNDS EQUIPMENT	R	5/08/2020		810.84CR	039197	810.84
0475	BETA TECHNOLOGY I-640606	SANITIZER	R	5/08/2020		461.76CR	039198	461.76
0740	CASCO INDUSTRIES, INC. I-216764 I-217171	HELMET FRONTS, PATCH HELMET FRONTS, PATCH	R R	5/08/2020 5/08/2020		76.50CR 205.00CR	039199 039199	281.50
010270	CENTERLINE PRODUCTS SUPPLY I-ORD0016947 I-ORD0016948	PARKING LOT PARKING LOT	R R	5/08/2020 5/08/2020		385.00CR 330.00CR	039200 039200	715.00
015360	CHEVRON PHILLIPS CHEMICAL CO., LLC. I-98918986	GAS ODORANT	R	5/08/2020		1,900.88CR	039201	1,900.88
015065	CINTAS CORPORATION NO. 2 I-5016609949	FIRST AID	R	5/08/2020		137.05CR	039202	137.05
015775	COLORADO MATERIALS, LTD. I-289408 I-289409	BASE-ROOSEVELT/CHAPARRAL BASE-ROOSEVELT/CHAPARRAL	R R	5/08/2020 5/08/2020		412.96CR 419.20CR	039203 039203	832.16
016385	CORE & MAIN, LP I-M126806 I-M170474 I-M224692 I-N243812	IRMA RD PROJECT METER BOX COUPLINGS LINESETTER	R R R R	5/08/2020 5/08/2020 5/08/2020 5/08/2020		3.98CR 612.06CR 268.92CR 711.48CR	039204 039204 039204 039204	1,596.44
012930	DPC INDUSTRIES, INC. I-857000694-20 I-DE85000566-20	CHLORINE CHLORINE	R R	5/08/2020 5/08/2020		554.02CR 190.00CR	039205 039205	744.02
014885	ELLIOTT ELECTRIC SUPPLY C-127-73372-02 C-127-75544-02 I-127-73372-01 I-127-73877-01 I-127-74856-01 I-127-75617-01 I-127-78203-01	PLUG COVERS 120-277V PHOTOCONTROL PLUG COVERS ELECTRICAL REPAIRS BUILDING MAINTENANCE ELECTRICAL MISC. INTERIOR LIGHTS	R R R R R R R	5/08/2020 5/08/2020 5/08/2020 5/08/2020 5/08/2020 5/08/2020 5/08/2020		1.52 29.53 9.43CR 165.60CR 42.98CR 179.89CR 48.45CR	039206 039206 039206 039206 039206 039206 039206	415.30

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7490	FERGUSON ENTERPRISES INC. #1105 I-WS039256	PLUGS	R	5/08/2020		88.92CR	039207	88.92
014895	FIRE TEXT RESPONSE, LLC I-2020-2303	PAGING TEXT	R	5/08/2020		500.00CR	039208	500.00
1600	GEMINI OFFICE PRODUCTS I-34407-001 I-34590-001 I-34691-001	JANITORIAL OFFICE PRINTER INK OFFICE SUPPLIES	R R R	5/08/2020 5/08/2020 5/08/2020		293.02CR 294.91CR 324.82CR	039209 039209 039209	912.75
9505	GEMPLER'S I-INV0004434509	RESTOCK SUPPLY	R	5/08/2020		199.98CR	039210	199.98
1780	GRAINGER, INC. I-9504457988	AC FILTERS FOR PD DEPT	R	5/08/2020		155.28CR	039211	155.28
7410	HOLGUIN TECHNOLOGY SERVICES I-3242	COMPUTER WORK	R	5/08/2020		385.00CR	039212	385.00
014285	HYDROPRO SOLUTIONS I-0015839-IN	METER	R	5/08/2020		312.52CR	039213	312.52
2500	MANZANARES WHEEL ALIGNMEN I-16702 I-16785	INSPECTION INSPECTIONS	R R	5/08/2020 5/08/2020		7.00CR 87.00CR	039214 039214	94.00
012425	MAVERICK HEAT & COOL, INC. I-3569 I-3642	MAINTENANCE SERVICE REPAIRS TO AC UNIT	R R	5/08/2020 5/08/2020		129.00CR 249.90CR	039215 039215	378.90
012870	MONTES TIRE SHOP I-552020	TRAILER TIRES	R	5/08/2020		360.00CR	039216	360.00
011690	NAFECO I-1031049 I-1031637 I-1032180 I-1034421 I-1035244	EQUIPMENT EQUIPMENT EQUIPMENT EQUIPMENT HAND SANITIZER	R R R R R	5/08/2020 5/08/2020 5/08/2020 5/08/2020 5/08/2020		2,041.84CR 643.00CR 428.00CR 194.90CR 29.88CR	039217 039217 039217 039217 039217	3,337.62
012655	NET DATA CORP I-ND-001430	ANNUAL HOSTED SOFTWARE	R	5/08/2020		2,000.00CR	039218	2,000.00

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
9380	O'REILLY AUTO PARTS I-1576-232855	BRAKE REPAIR	R	5/08/2020		146.88CR	039219	146.88
6300	OFFICE DEPOT CREDIT PLAN I-469671134001 I-477499731001	OFFICE SUPPLIES OFFICE SUPPLIES	R R	5/08/2020 5/08/2020		28.58CR 456.77CR	039220 039220	485.35
017020	OMEGA INDUSTRIAL SUPPLY, INC. I-125189	SUPPLIES	R	5/08/2020		1,180.00CR	039221	1,180.00
010035	ORIENTAL TRADING COMPANY I-701870517-01 I-701870517-02	EASTER ITEMS EASTER ITEMS	R R	5/08/2020 5/08/2020		90.46CR 55.14CR	039222 039222	145.60
9945	PARKER'S BUILDING SUPPLY I-63268/R	BAR CHAIN OIL	R	5/08/2020		12.49CR	039223	12.49
012745	PATHMARK TRAFFIC PRODUCTS I-5962	NO DUMPING SIGNS	R	5/08/2020		320.00CR	039224	320.00
014440	(FIRE) PAWLIK'S FRIO FARM & RANCH I-746998 I-747613 I-748077 I-750009 I-750012 I-750016 I-750018 I-750024 I-751285	WEED KILLER WEED KILLER DIESEL FUEL FUEL FUEL FUEL FUEL MASK	R R R R R R R R R	5/08/2020 5/08/2020 5/08/2020 5/08/2020 5/08/2020 5/08/2020 5/08/2020 5/08/2020 5/08/2020		12.94CR 25.95CR 38.00CR 19.29CR 52.72CR 39.99CR 51.76CR 18.23CR 77.87CR	039225 039225 039225 039225 039225 039225 039225 039225 039225	336.75
3160	PAWLIK'S FRIO FARM & RANCH I-7408510 I-748015 I-748025 I-748683 I-748828 I-749496 I-749579 I-749841 I-750478 I-750597 I-750661 I-750944	BUILDING MAINTENANCE FLAT REPAIR FLAT TIRE FLAT REPAIR FLAT REPAIR K9 SUPPLIES COMPRESSOR REPAIR MAINTENANCE SUPPLIES MANHOLE REPAIR IRRIGATION REPAIRS MAINTENANCE SUPPLIES CONCRETE	R R R R R R R R R R R R	5/08/2020 5/08/2020 5/08/2020 5/08/2020 5/08/2020 5/08/2020 5/08/2020 5/08/2020 5/08/2020 5/08/2020 5/08/2020 5/08/2020		285.51CR 12.00CR 12.00CR 12.00CR 24.00CR 409.68CR 29.95CR 57.86CR 64.35CR 31.60CR 433.86CR 42.90CR	039226 039226 039226 039226 039226 039226 039226 039226 039226 039226 039226 039226	1,415.71

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
3215	PEARSALL VETERINARY HOSPI I-103943	CANINE JAX	R	5/08/2020		50.00CR	039227	50.00
3275	PETTY OIL COMPANY I-2126 I-29478 I-68672 I-68699 I-68963 I-69126	UNL FUEL FOR POLICE DEPT ODOR ELMNTOR 5OZ OFF ROAD DIESEL DIESEL FOR CHIEFS UNIT UNLEADED FUEL DIESEL FOR CHIEFS PATROL	R R R R R R	5/08/2020 5/08/2020 5/08/2020 5/08/2020 5/08/2020 5/08/2020		2,475.00CR 5.50CR 899.50CR 70.87CR 3,355.53CR 68.88CR	039228 039228 039228 039228 039228 039228	 6,875.28
6280	PIPELINE ACCIDENT PREVENTION SERVICE I-25332	PIPELINE SAFETY MNGMT	R	5/08/2020		4,250.00CR	039229	4,250.00
014180	PRECISION CALIBRATE METER SERVICES I-1206	WATER METER TEST	R	5/08/2020		65.39CR	039230	65.39
3435	ZONE INDUSTRIES I-20072050	SERVICE CALL	R	5/08/2020		1,356.00CR	039231	1,356.00
3575	RAY'S PLUMBING & PUMP I-29361	SEPTIC EXTRACTION	R	5/08/2020		750.00CR	039232	750.00
017280	SAFE LIFE DEFENSE I-10467	BODY ARMOR	R	5/08/2020		202.88CR	039233	202.88
8340	SUMMIT SUPPLY CORPORATION I-82917	RESTOCK MERCHANDISE	R	5/08/2020		216.00CR	039234	216.00
4260	T & T AUTO PARTS I-493867 I-494029	UNIT 907 FRE ON TACK KETTLE	R R	5/08/2020 5/08/2020		16.47CR 98.47CR	039235 039235	 114.94
014445	T & T AUTO PARTS (FIRE DEPART) I-493796 I-493927	FUEL FILTERS FUEL FILTERS	R R	5/08/2020 5/08/2020		73.97CR 64.00CR	039236 039236	 137.97
014405	TIFCO INDUSTRIES, INC I-71544519	EMPLOYEES PPE	R	5/08/2020		406.15CR	039237	406.15
010450	TRACTOR SUPPLY CREDIT PLAN I-100308863	FLASHLIGHT	R	5/08/2020		19.99CR	039238	19.99

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
4705	UNIFIRST HOLDINGS L.P.							
	I-232756043	MOPS	R	5/08/2020		9.96CR	039239	
	I-8232732801	UNIFORMS PARKS	R	5/08/2020		93.62CR	039239	
	I-8232737692	MOPS	R	5/08/2020		25.32CR	039239	
	I-8232750328	MATS MOPS	R	5/08/2020		18.49CR	039239	
	I-8232751293	MOPS	R	5/08/2020		9.96CR	039239	
	I-8232752261	JANITORIAL SUPPLIES	R	5/08/2020		23.83CR	039239	
	I-8232752264	MOPS	R	5/08/2020		9.96CR	039239	
	I-8232752354	UNIFORMS GAS	R	5/08/2020		87.66CR	039239	
	I-8232753223	MOPS	R	5/08/2020		9.96CR	039239	
	I-8232753224	UNIFORMS SVC CNTR	R	5/08/2020		43.24CR	039239	
	I-8232753308	UNIFORMS STREETS	R	5/08/2020		69.84CR	039239	
	I-8232753309	UNIFORMS WATER	R	5/08/2020		75.69CR	039239	
	I-8232753310	UNIFORMS WWTP	R	5/08/2020		40.14CR	039239	
	I-8232753311	UNIFORMS GAS	R	5/08/2020		87.66CR	039239	
	I-8232753312	UNIFORMS PARKS	R	5/08/2020		63.90CR	039239	
	I-8232754183	JANITORIAL SUPPLIES	R	5/08/2020		34.40CR	039239	
	I-8232754185	JANITORIAL	R	5/08/2020		36.94CR	039239	
	I-8232754186	MOPS AND MATS	R	5/08/2020		12.00CR	039239	
	I-8232754187	JANITORIAL/UNIFORMS SVC C	R	5/08/2020		50.79CR	039239	
	I-8232754265	JANITORIAL	R	5/08/2020		49.49CR	039239	
	I-8232754274	UNIFORMS STREETS	R	5/08/2020		69.84CR	039239	
	I-8232754275	UNIFORMS WATER	R	5/08/2020		86.29CR	039239	
	I-8232754276	UNIFORMS WWTP	R	5/08/2020		40.14CR	039239	
	I-8232754277	UNIFORMS GAS	R	5/08/2020		90.03CR	039239	
	I-8232754278	UNIFORMS PARKS	R	5/08/2020		66.70CR	039239	
	I-8232755121	MOPS	R	5/08/2020		9.96CR	039239	
	I-8232755122	UNIFORMS SVC CNTR	R	5/08/2020		43.24CR	039239	
	I-8232755196	JANITORIAL	R	5/08/2020		23.00CR	039239	
	I-8232755206	UNIFORMS STREETS	R	5/08/2020		69.84CR	039239	
	I-8232755207	UNIFORMS WATER	R	5/08/2020		101.76CR	039239	
	I-8232755208	UNIFORMS WWTP	R	5/08/2020		42.79CR	039239	
	I-8232755209	UNIFORMS GAS	R	5/08/2020		87.66CR	039239	
	I-8232755210	UNIFORMS PARKS	R	5/08/2020		63.90CR	039239	
	I-8232756040	JANITORIAL SUPPLIES	R	5/08/2020		23.83CR	039239	
	I-8232756044	UNIFORMS SVC CNTR	R	5/08/2020		43.24CR	039239	
	I-8232756127	UNIFORMS STREETS	R	5/08/2020		69.84CR	039239	
	I-8232756128	UNIFORMS WATER	R	5/08/2020		71.41CR	039239	
	I-8232756129	UNIFORMS WWTP	R	5/08/2020		40.14CR	039239	
	I-8232756130	UNIFORMS GAS	R	5/08/2020		87.66CR	039239	
	I-8232756131	UNIFORMS PARKS	R	5/08/2020		63.90CR	039239	
	I-8232756976	MOPS	R	5/08/2020		9.96CR	039239	
	I-8232756977	UNIFORMS SVC CNTR	R	5/08/2020		43.24CR	039239	
	I-8232757059	UNIFORMS STREETS	R	5/08/2020		69.84CR	039239	
	I-8232757060	UNIFORMS WATER	R	5/08/2020		68.76CR	039239	
	I-8232757061	UNIFORMS WWTP	R	5/08/2020		40.14CR	039239	
	I-8232757062	UNIFORMS GAS	R	5/08/2020		87.66CR	039239	
	I-8232757063	UNIFORMS PARKS	R	5/08/2020		63.90CR	039239	
	I-8232757898	MOPS MATS	R	5/08/2020		15.11CR	039239	2,446.63

5/08/2020 2:11 PM

A / P CHECK REGISTER

PAGE: 7

PACKET: 38380 Regular Payments

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP POOLED ACCOUNTS PAYABLE

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
VOID	VOID CHECK		V	5/08/2020			039240	**VOID**
VOID	VOID CHECK		V	5/08/2020			039241	**VOID**
VOID	VOID CHECK		V	5/08/2020			039242	**VOID**
VOID	VOID CHECK		V	5/08/2020			039243	**VOID**
011605	USA BLUEBOOK I-210680	PLUGS AND GASKETS	R	5/08/2020		55.08CR	039244	55.08
4825	VULCAN CONSTRUCTION I-62095755	ASPHALT	R	5/08/2020		1,506.72CR	039245	
	I-62101256	ASPHALT	R	5/08/2020		1,490.95CR	039245	2,997.67
5345	WAL-MART COMMUNITY BRC I-003033	OFFICE SUPPLIES	R	5/08/2020		295.98CR	039246	
	I-004983	HDMI STREAMING MEETING	R	5/08/2020		38.73CR	039246	
	I-007458	OFFICE SUPPLIES	R	5/08/2020		39.60CR	039246	
	I-008878	COVID 19 PROJECT	R	5/08/2020		440.56CR	039246	814.87
7650	ZEP MANUFACTURING CO. I-9005119559	A/C MAINTENANCE	R	5/08/2020		200.65CR	039247	200.65
* * T O T A L S * *			NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED		
REGULAR CHECKS:			51	0.00	49,199.98	49,199.98		
HANDWRITTEN CHECKS:			0	0.00	0.00	0.00		
PRE-WRITE CHECKS:			0	0.00	0.00	0.00		
DRAFTS:			0	0.00	0.00	0.00		
VOID CHECKS:			5	0.00	0.00	0.00		
NON CHECKS:			0	0.00	0.00	0.00		
CORRECTIONS:			0	0.00	0.00	0.00		
REGISTER TOTALS:			56	0.00	49,199.98	49,199.98		
TOTAL ERRORS: 0			TOTAL WARNINGS: 0					

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT

01	5/2020	21,168.69CR
09	5/2020	8,302.45CR
22	5/2020	72.49CR
35	5/2020	19,656.35CR
=====		
ALL		49,199.98CR