

CITY COUNCIL AGENDA

A Regular Meeting of the City Council of the City of Pearsall, Texas will be held on Tuesday, June 9, 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/87294688980>

Or iPhone one-tap :

US: +13462487799,,87294688980# or +12532158782,,87294688980#

Or Telephone:

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

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

Webinar ID: 872 9468 8980

International numbers available: <https://us02web.zoom.us/j/87294688980>

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. **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 551.086deliberating, 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. **Discussion regarding metering and performance issues with the Johnson Controls, Inc. Performance Contract.**

6. **Open Session**

- A. **Discussion and possible action regarding metering and performance issues with the Johnson Controls, Inc. Performance Contract.**
- Action Item

7. **Old Business**

- A. Discussion and Possible Action regarding Resolution No. 2020-05-02 to approve an increase in the monthly contributions to the Texas Emergency Services Retirement System on behalf of the Pearsall Volunteer Fire Department. - **Previously Tabled Item**

8. New Business

- A. Discuss and Consider Resolution No. 2020-06-01, naming the new City Hall after Jose G. "Pepe" Treviño. - **Action Item**
- B. Discuss and Consider authorizing the City Manager to enter into an agreement with Young Professional Resources (YPR) Engineering for on-call Engineering and Surveying Services. - **Action Item**
- C. Discuss and Consider authorizing the City Manager to enter into an agreement with CDM Smith Engineering for on-call Engineering and Surveying Services. - **Action Item**
- D. Discuss and consider authorizing the City Manager to issue a Request for Qualifications (RFQ) for property appraisal services for the City of Pearsall. - **Action Item**
- E. Discuss and formulate a standard process for filling vacant council seats of unexpired terms consistent with provisions in the City Charter.
- F. Discuss and Consider Authorizing the City Manager to enter into and execute the contract for the Hispanic Heritage Festival Event Coordinator. - **Action Item**
- G. Discuss and Consider Ordinance No. 2020-06-04 setting stop signs at the following intersections; setting a penalty for violations; and repealing ordinances in conflict. - **Action Item**
- H. Discuss and Consider Medina Street Traffic Study and proposed recommendations. - **Action Item**
- I. Discuss and consider memorial equipment policy for City parks. - **Action Item**
- J. Discuss and Consider placement of memorial for Dennis Leal at Polo Patiño Park. - **Action Item**

9. Staff Report

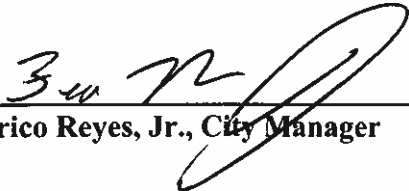
10. Review of Bills Paid

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

12. General Announcements

13. Adjournment

Posted for Public Inspection on this Thursday, June 4, 2019 at 12:00 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 the June 4, 2020 at 12:00 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.

PERFORMANCE CONTRACT

This Performance Contract (this "Agreement") is made this 18th day of November, 2014 between:

PARTIES

JOHNSON CONTROLS, INC. ("JCI")
3021 West Bend Drive
Irving, Texas 75063

and

City of Pearsall ("Customer")
215 South Ash Street
Pearsall, Texas 78061

RECITALS

WHEREAS, Customer desires to retain JCI to perform the work specified in Schedule 1 (Scope of Work) hereto (the "Work") relating to the installation of the improvement measures (the "Improvement Measures") described therein; and

WHEREAS, Customer is authorized and empowered under applicable Laws (as defined below) to enter into this Agreement, and has taken all necessary action under applicable Laws to enter into this Agreement; and

WHEREAS, Customer selected JCI to perform the Work after it determined JCI's proposal was the most advantageous to Customer in accordance with all applicable procurement and other Laws.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

AGREEMENT

1. SCOPE OF THE AGREEMENT. JCI shall perform the Work set forth in Schedule 1. After the Work is Substantially Complete (as defined below) and the Certificate of Substantial Completion is executed by Customer and JCI, JCI shall provide the assured performance guarantee (the "Assured Performance Guarantee") and the measurement and verification services (the "M&V Services") set forth in Schedule 2 (Assured Performance Guarantee) and/or Schedule 2A (Assured Performance Guarantee – Utility Meters), as applicable. Customer shall make payments to JCI for the Work and the M&V Services in accordance with Schedule 4 (Price and Payment Terms).

2. AGREEMENT DOCUMENTS: In addition to the terms and conditions of this Agreement, the following Schedules are incorporated into and shall be deemed an integral part of this Agreement:

Schedule 1 – Scope of Work

Schedule 2 – Assured Performance Guarantee

Schedule 2A – Assured Performance Guarantee – Utility Meters

Schedule 3 – Customer Responsibilities

Schedule 4 – Price and Payment Terms

Attachment 1 – Municipal Water Pumping Stations Piping Layout and Specifications

Attachment 2 – Water Meter Detailed Listing

Attachment 3 – Gas Meter Detailed Listing

{ SCOPE OF WORK }

SUMMARY OF WORK

The following summarizes the Work to be provided by JCI under this Agreement, as further defined below:

BIM ID #	Business Improvement Measures (BIM) Description
BIM 1	Water Meter Improvements and Automated Meter Reading (AMR) System Installation
BIM 2	Natural Gas Meter Improvements and AMR System Installation
BIM 3	Municipal Water Pumping Station(s) Upgrades

1. BIM 1 - Water Meter Improvements and Automated Meter Reading (AMR) System Installation

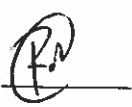
This Business Improvement Measure will include the following as defined by the Scope of Work to follow:

- AWWA defines a small water meter as one that is 1" in size and smaller, and an intermediate water meter is defined as either a 1.5" or 2" meter that is also neither a turbine or compound type meter. An "active account" is defined as an account that is listed as being "Active" in the billing system extract provided to JCI by the Customer on August 4, 2014, and by additional water meter survey work performed by JCI. Any accounts listed as being "Inactive," "Final," or "Disconnect" in the billing system extract provided to JCI by the Customer on August 4, 2014, are excluded from the Scope of Work.
- New water meters that were installed by JCI during the small and intermediate meter testing shall remain in service. The encoder registers for these water meters shall be spliced to a Master Meter XTR endpoint.
- Removal of the existing direct read register(s) from certain large water meters as defined below. An absolute encoder register from the original water meter manufacturer shall be installed in its place.
- Replacement of select large water meters as defined below.
- Improvements to select large water meter settings as defined below.
- Installation of a Master Meter Dialog 3G mobile Automated Meter Reading (AMR) system to active water meters in the distribution system.

Water Meters – Miscellaneous Scope of Work:

- JCI shall document existing water meter information including End User account number, service address, existing serial number and water meter size, and the final reading from the existing register.
- For new water meters, JCI shall document the following information: service address, serial number, meter size, initial register reading, and radio transmitter serial number.
- JCI shall document the latitude and longitude of each meter to within a three (3) meter radius using a GPS device.
- JCI shall provide and install new water meters, encoder registers, endpoints, splice kits, couplings, connectors, gaskets, stainless steel fasteners, and accessories as required.
- JCI shall provide commissioning of water meters endpoints and the mobile AMR system.
- System performance measure for route sign-off: a minimum of 98% of the billing reads shall be obtained for installed meters, within a route and within a 3-day read window and containing the billing determinants needed to generate a bill.
- Per Customer direction, the water meters to be installed by JCI are manufactured by Master Meter, and JCI shall install the Master Meter Dialog 3G mobile AMR system.
- JCI shall be responsible for coordinating installation activities with both the End User and the Customer. JCI shall also provide digital photographs of water meter installations included in this improvement measure. The photographs shall include the final register readings on all water meters and/or direct read registers immediately prior to them being removed from service.

Johnson Controls, Inc. Initials: 

Customer Initials: 

Schedule 1

- JCI will provide necessary data and support for the data integration into the Customer's existing utility billing system.
- JCI shall provide an interface to the existing billing system and shall be responsible for new data entry included with this project into the existing billing system. The interface will be in the form of a Microsoft Excel "flat data" file.
- Removed meters shall become property of the Customer and will be placed in the location specified by the Customer.

Additional Warranty:

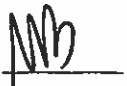
Project Warranty shall be sixty (60) days labor only from date of acceptance of each route. Additional warranty information is provided in Schedule 3.

1) Small and Intermediate Water Meter Improvements and AMR System Installation at Active Accounts

- 1) JCI shall remove up to two-thousand, five hundred and ninety two (2,592) existing 0.625" x 0.75" water meters from service. JCI shall provide and install up to two-thousand, five hundred and ninety two (2,592) new 0.625" x 0.75" Master Meter Bottom Load Multi-Jet (BLMJ) water meters with Dialog 3G encoder registers with integrated radio transmitters that read in US gallons.
- 2) JCI provided and installed sixty-six (66) new 0.625" x 0.75" Master Meter Bottom Load Multi-Jet (BLMJ) water meters with AccuLinx absolute encoder registers that read in US gallons and have Itron Pit/ERT Inline Connectors during the meter testing process. At each of these sixty-six (66) services, JCI shall provide and install a new Master Meter XTR endpoint. JCI shall provide a splice kit and shall splice the Master Meter AccuLinx encoder register cable from the water meter to the new Master Meter XTR endpoint.
- 3) JCI shall remove up to one hundred and forty-three (143) existing 1" water meters from service. JCI shall provide and install up to one hundred and forty-three (143) new 1" Master Meter Bottom Load Multi-Jet (BLMJ) water meters with Dialog 3G encoder registers with integrated radio transmitters that read in US gallons.
- 4) JCI shall remove up to thirty-five (35) existing 1.5" water meters from service. JCI shall provide and install up to thirty-five (35) new 1.5" Master Meter Multi-Jet water meters with Dialog 3G encoder registers with integrated radio transmitters that read in US gallons. If the existing meter set is designed for a meter with threaded connections, JCI shall rework the setting for a meter with flanged connections.
- 5) JCI shall remove up to thirty (30) existing 2" water meters from service. JCI shall provide and install up to thirty (30) new 2" Master Meter Multi-Jet water meters with Dialog 3G encoder registers with integrated radio transmitters that read in US gallons. If the existing meter set is designed for a meter with threaded connections, JCI shall rework the setting for a meter with flanged connections.
- 6) JCI provided and installed four (4) new 2" Master Meter Multi-Jet water meters with AccuLinx absolute encoder registers that read in US gallons and have Itron Pit/ERT Inline Connectors during the meter testing process. At each of those four (4) services, JCI shall provide and install a new Master Meter XTR endpoint. JCI shall also provide a splice kit and shall splice the Master Meter AccuLinx encoder register cable from the water meter to the new Master Meter XTR endpoint.

2) Large Water Meter Improvements and AMR System Installation

- 1) Account Number: 01-1750-03
Customer Name: Lotus Oilfield Service
Service Address: 1504 S. Oak
Existing Meter: 2" Sensus W-160, S/N 59250464
Scope of Work: JCI shall remove the existing meter from service and install a new 2" Master Meter MMT horizontal turbine water meter without an integrated strainer but with a Dialog 3g encoder register that reads in US gallons and integrated radio transmitter. JCI shall provide new gaskets and stainless steel fasteners.

Johnson Controls, Inc. Initials: 

Customer Initials: 

Schedule 1

- 2) Account Number: Unknown
Customer Name: RV Park
Service Address: 321 East Carter
Existing Meter: 2" Neptune TruFlo, S/N 78254506
Scope of Work: JCI shall remove the existing direct read registers from service and install new Neptune ProRead absolute encoder registers. JCI shall install two (2) Master Meter XTR endpoints and two splice kits. JCI shall splice each register cable to the Master Meter XTR endpoint.
- 3) Account Number: 03-1860-00
Customer Name: Pearsall Junior High
Service Address: Unknown
Existing Meter: 2" Neptune TruFlo, S/N 70272854
Scope of Work: JCI shall remove the existing direct read registers from service and install new Neptune ProRead absolute encoder registers. JCI shall install two (2) Master Meter XTR endpoints and two splice kits. JCI shall splice each register cable to the Master Meter XTR endpoint.
- 4) Account Number: 03-1900-00
Customer Name: Intermediate New Wing
Service Address: Intermediate New Wing
Existing Meter: 2" Rockwell W-160, S/N 31054005
Scope of Work: JCI shall remove the existing meter from service and install a new 2" Master Meter Octave ultrasonic water meter with a ductile iron body and a Master Meter Octave Module Encoder XTR for use with a Master Meter Dialog 3G mobile AMR system. JCI shall provide new gaskets and stainless steel fasteners.
- 5) Account Number: 03-1150-00
Customer Name: High School
Service Address: Unknown
Existing Meter: 2" Sensus W-160, S/N 63909095
Scope of Work: JCI shall remove the existing meter from service and install a new 2" Master Meter Octave ultrasonic water meter with a ductile iron body and a Master Meter Octave Module Encoder XTR for use with a Master Meter Dialog 3G mobile AMR system. JCI shall provide new gaskets and stainless steel fasteners.
- 6) Account Number: Unknown
Customer Name: Hardrock Directional Drilling
Service Address: Unknown
Existing Meter: 2" Neptune TruFlo, S/N 70286009
Scope of Work: JCI shall remove the existing direct read registers from service and install new Neptune ProRead absolute encoder registers. JCI shall install two (2) Master Meter XTR endpoints and two splice kits. JCI shall splice each register cable to the Master Meter XTR endpoint.
- 7) Account Number: 02-3935-00
Customer Name: L&P Pipeline
Service Address: Unknown
Existing Meter: 2" Neptune TruFlo, S/N 70247919
Scope of Work: JCI shall remove the existing direct read registers from service and install new Neptune ProRead absolute encoder registers. JCI shall install two (2) Master Meter XTR endpoints and two splice kits. JCI shall splice each register cable to the Master Meter XTR endpoint.

Johnson Controls, Inc. Initials: 

Customer Initials: 

Schedule 1

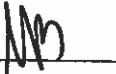
- 8) Account Number: Unknown
Customer Name: County Motor Pool
Service Address: Unknown
Existing Meter: 2" Rockwell W-160, S/N 24587135
Scope of Work: JCI shall remove the existing meter from service and install a new 2" Master Meter MMT horizontal turbine water meter without an integrated strainer but with a Dialog 3g encoder register that reads in US gallons and integrated radio transmitter. JCI shall provide new gaskets and stainless steel fasteners.
- 9) Account Number: 01-1801-00
Customer Name: X-Chem
Service Address: 1224 S Oak HF
Existing Meter: 3" Neptune T-10 TruFlo Compound, S/N Unknown
Scope of Work: JCI shall remove the existing meter from service and install a new 3" Master Meter Octave ultrasonic water meter with a ductile iron body and a Master Meter Octave Module Encoder XTR for use with a Master Meter Dialog 3G mobile AMR system. JCI shall provide new spacer or spool piece, gaskets and stainless steel fasteners.
- 10) Account Number: 04-5332-00
Customer Name: Trailer Park
Service Address: 1910 South Pecan Street
Existing Meter: 6" Master Meter DBC, S/N 8112200
Scope of Work: JCI shall remove the existing meter from service and install a new 6" Master Meter Octave ultrasonic water meter with a ductile iron body and a Master Meter Octave Module Encoder XTR for use with a Master Meter Dialog 3G mobile AMR system. JCI shall provide new spacer or spool piece, gaskets and stainless steel fasteners.
- 11) Account Number: 02-2830-01
Customer Name: HS Sports Fields
Service Address: 322 Berry Ranch Road
Existing Meter: 4" Sensus W-1000, S/N 26406442
Scope of Work: JCI shall remove the existing meter from service and install a new 4" Master Meter MMT horizontal turbine water meter without a strainer but with a Dialog 3G encoder register that reads in US gallons and integrated radio transmitter. JCI shall provide new gaskets and stainless steel fasteners.
- 12) Account Number: 02-2980-02
Customer Name: Pearsall Center North
Service Address: 311 Hackberry Street
Existing Meter: 4" Master Meter DB Compound, S/N 27119758
Scope of Work: This facility is closed and therefore this service shall not be included in the Scope of Work.
- 13) Account Number: 03-1156-00
Customer Name: Paseo Turner
Service Address: Paseo Turner
Existing Meter: 4" Neptune TruFlo Compound, S/N 70197999
Scope of Work: JCI shall remove the existing meter from service and install a new 4" Master Meter Octave ultrasonic water meter with a ductile iron body and a Master Meter Octave Module Encoder XTR for use with a Master Meter Dialog 3G mobile AMR system. JCI shall provide and cut-in a test port downstream of the new meter. JCI shall provide new gaskets, stainless steel fasteners, test port, and any flanges or couplers as needed.

Johnson Controls, Inc. Initials: 

Customer Initials: 

Schedule 1

- 14) Account Number: 03-1890-00
Customer Name: Intermediate School
Service Address: Unknown
Existing Meter: 4" Sensus W-1000, S/N 61269575
Scope of Work: JCI shall remove the existing meter from service and install a new 4" Master Meter Octave ultrasonic water meter with a ductile iron body and a Master Meter Octave Module Encoder XTR for use with a Master Meter Dialog 3G mobile AMR system. JCI shall provide new gaskets and stainless steel fasteners.
- 15) Account Number: 08-4302-00
Customer Name: Westview Ranch Apt. Homes
Service Address: 225 Westview INO
Existing Meter: 4" Sensus SRH, S/N 64063181A
Scope of Work: JCI shall remove the existing meter from service and install a new 4" Master Meter Octave ultrasonic water meter with a ductile iron body and a Master Meter Octave Module Encoder XTR for use with a Master Meter Dialog 3G mobile AMR system. JCI shall provide new gaskets and stainless steel fasteners.
- 16) Account Number: 08-4303-00
Customer Name: Westview Ranch Apt. Homes
Service Address: 225 Westview INO
Existing Meter: 4" Sensus SRH, S/N 64063181B
Scope of Work: JCI shall remove the existing meter from service and install a new 4" Master Meter Octave ultrasonic water meter with a ductile iron body and a Master Meter Octave Module Encoder XTR for use with a Master Meter Dialog 3G mobile AMR system. JCI shall provide and cut-in a test port downstream of the new meter. JCI shall provide new gaskets, stainless steel fasteners, test port, and any flanges or couplers as needed.
- 17) Account Number: 08-4481-00
Customer Name: La Quinta
Service Address: 170 Medical Dr SS F
Existing Meter: 3" Neptune TruFlo, S/N 70246317
Scope of Work: JCI shall remove the existing direct read registers from service and install new Neptune ProRead absolute encoder registers. JCI shall install two (2) Master Meter XTR endpoints and two splice kits. JCI shall splice each register cable to the Master Meter XTR endpoint.
- 18) Account Number: 08-4501-00
Customer Name: South Texas Detention Complex
Service Address: Veteran DR F
Existing Meter: 6" Rockwell SRH, S/N Unknown
Scope of Work: JCI shall remove the existing meter from service and install a new 6" Master Meter Octave ultrasonic water meter with a ductile iron body and a Master Meter Octave Module Encoder XTR for use with a Master Meter Dialog 3G mobile AMR system. JCI shall provide new gaskets and stainless steel fasteners.
- 19) Account Number: 08-4412-00
Customer Name: Frio Regional Hospital
Service Address: Unknown
Existing Meter: 4" Master Meter DBC, S/N 2504205
Scope of Work: JCI shall remove the existing meter from service and install a new 4" Master Meter Octave ultrasonic water meter with a ductile iron body and a Master Meter Octave Module Encoder XTR for use with a Master Meter Dialog 3G mobile AMR system. JCI shall

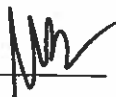
Johnson Controls, Inc. Initials: 

Customer Initials: 

Schedule 1

provide and cut-in a test port downstream of the new meter. JCI shall provide new gaskets, stainless steel fasteners, test port, and any flanges or couplers as needed.

- 20) Account Number: 06-5076-00
Customer Name: Pearsall RV Park
Service Address: Unknown
Existing Meter: 6" Neptune TruFlo, S/N 70252997
Scope of Work: JCI shall remove the existing meter from service and install a new 6" Master Meter Octave ultrasonic water meter with a ductile iron body and a Master Meter Octave Module Encoder XTR for use with a Master Meter Dialog 3G mobile AMR system. JCI shall provide new gaskets and stainless steel fasteners.
- 21) Account Number: Unknown
Customer Name: Hampton Inn and Suites
Service Address: Unknown
Existing Meter: 4" Sensus Omni, S/N 75893218
Scope of Work: JCI shall provide and install a Master Meter XTR endpoint. JCI shall splice the encoder register output cable from the Omni water meter to the XTR endpoint.
- 22) Account Number: 02-1270-04
Customer Name: SuperWash Laundry Mat
Service Address: 519 North Oak Street
Existing Meter: 2" Neptune TruFlo/T-10, S/N 70263310
Scope of Work: JCI shall remove the existing direct read registers from service and install new Neptune ProRead absolute encoder registers. JCI shall install two (2) Master Meter XTR endpoints and two splice kits. JCI shall splice each register cable to the Master Meter XTR endpoint.
- 23) Account Number: 08-4385-00
Customer Name: Southern Inn and Suites
Service Address: Unknown
Existing Meter: 2" Neptune TruFlo/T-10, S/N 70251842
Scope of Work: JCI shall remove the existing meter from service and install a new 2" Master Meter Octave ultrasonic water meter with a ductile iron body and a Master Meter Octave Module Encoder XTR for use with a Master Meter Dialog 3G mobile AMR system. JCI shall provide new gaskets and stainless steel fasteners.
- 24) Account Number: 08-4496-01
Customer Name: Pearsall Rehabilitation Center
Service Address: 169 Medical Drive
Existing Meter: 2" Neptune TruFlo/T-10, S/N 70196171
Scope of Work: JCI shall remove the existing meter from service and install a new 2" Master Meter Octave ultrasonic water meter with a ductile iron body and a Master Meter Octave Module Encoder XTR for use with a Master Meter Dialog 3G mobile AMR system. JCI shall provide new gaskets and stainless steel fasteners.
- 25) Account Number: 08-4600-00
Customer Name: Police Department
Service Address: Unknown
Existing Meter: 2" Neptune TruFlo/T-10, S/N 70263311
Scope of Work: JCI shall remove the existing direct read registers from service and install new Neptune ProRead absolute encoder registers. JCI shall install two (2) Master Meter XTR endpoints and two splice kits. JCI shall splice each register cable to the Master Meter XTR endpoint.

Johnson Controls, Inc. Initials: 

Customer Initials: 

Schedule 1

- 26) Account Number: 08-4650-00
Customer Name: Days Inn
Service Address: Unknown
Existing Meter: 2" Neptune TruFlo/T-10, S/N 70282685
Scope of Work: JCI shall remove the existing direct read registers from service and install new Neptune ProRead absolute encoder registers. JCI shall install two (2) Master Meter XTR endpoints and two splice kits. JCI shall splice each register cable to the Master Meter XTR endpoint.
- 27) Account Number: 08-4163-00
Customer Name: Pearsall Inn and Suites
Service Address: Unknown
Existing Meter: 2" Neptune TruFlo/T-10, S/N 08-4163-00
Scope of Work: JCI shall remove the existing direct read registers from service and install new Neptune ProRead absolute encoder registers. JCI shall install two (2) Master Meter XTR endpoints and two splice kits. JCI shall splice each register cable to the Master Meter XTR endpoint.
- 28) Account Number: 08-4090-00
Customer Name: Rio Frio Hotel
Service Address: Unknown
Existing Meter: 2" Neptune TruFlo/T-10, S/N 70218456
Scope of Work: This facility is closed and therefore this service shall not be included in the Scope of Work.
- 29) Account Number: 06-4161-00
Customer Name: Gallindo RV Park
Service Address: Unknown
Existing Meter: 2" Neptune TruFlo/T-10, S/N 70247918
Scope of Work: JCI shall remove the existing direct read registers from service and install new Neptune ProRead absolute encoder registers. JCI shall install two (2) Master Meter XTR endpoints and two splice kits. JCI shall splice each register cable to the Master Meter XTR endpoint.
- 30) Account Number: 06-3930-02
Customer Name: Southern Star RV Park
Service Address: Unknown
Existing Meter: 2" Neptune TruFlo/T-10, S/N 70263863
Scope of Work: JCI shall remove the existing direct read registers from service and install new Neptune ProRead absolute encoder registers. JCI shall install two (2) Master Meter XTR endpoints and two splice kits. JCI shall splice each register cable to the Master Meter XTR endpoint.
- 31) Account Number: 06-4670-01
Customer Name: Shady Cove RV Park
Service Address: 06-4670-01
Existing Meter: 2" Neptune TruFlo/T-10, S/N 70247917
Scope of Work: JCI shall remove the existing direct read registers from service and install new Neptune ProRead absolute encoder registers. JCI shall install two (2) Master Meter XTR endpoints and two splice kits. JCI shall splice each register cable to the Master Meter XTR endpoint.

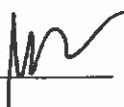
Schedule 1

- 32) Account Number: 03-5096-00
Customer Name: Cameron Lee Tollett
Service Address: Unknown
Existing Meter: 2" Neptune TruFlo/T-10, S/N 70248546
Scope of Work: JCI shall remove the existing direct read registers from service and install new Neptune ProRead absolute encoder registers. JCI shall install two (2) Master Meter XTR endpoints and two splice kits. JCI shall splice each register cable to the Master Meter XTR endpoint.
- 33) Account Number: 08-4415-02
Customer Name: Hungry Hunter
Service Address: Unknown
Existing Meter: 2" Sensus SRH, S/N 65107647
Scope of Work: JCI shall remove the existing meter from service and install a new 2" Master Meter Octave ultrasonic water meter with a ductile iron body and a Master Meter Octave Module Encoder XTR for use with a Master Meter Dialog 3G mobile AMR system. JCI shall provide new gaskets and stainless steel fasteners.
- 34) Account Number: Unknown
Customer Name: Baymont Inn and Suites
Service Address: Unknown
Existing Meter: 2" Sensus SRH, S/N 66864464
Scope of Work: JCI shall remove the existing meter from service and install a new 2" Master Meter Octave ultrasonic water meter with a ductile iron body and a Master Meter Octave Module Encoder XTR for use with a Master Meter Dialog 3G mobile AMR system. JCI shall provide new gaskets and stainless steel fasteners.
- 35) Account Number: 02-2060-00
Customer Name: General Services Administration
Service Address: Unknown
Existing Meter: 2" Sensus W-160, S/N 22925737
Scope of Work: JCI shall remove the existing meter from service and install a new 2" Master Meter Octave ultrasonic water meter with a ductile iron body and a Master Meter Octave Module Encoder XTR for use with a Master Meter Dialog 3G mobile AMR system. JCI shall provide new gaskets and stainless steel fasteners.

3) Mobile Automated Meter Reading (AMR) System

JCI shall provide and install a Master Meter Dialog 3G mobile AMR system that consists of the following items:

- Utility billing system interface development
- One (1) 3G Mobile Drive-By AMR system with the MasterLinx™ Mobile Reading System Software and the MasterLinx Data Management System
- One (1) day of on-site training

Johnson Controls, Inc. Initials: 

Customer Initials: 

2. BIM 2 – Natural Gas Meter Improvements and AMR System Installation

This Business Improvement Measure will include the following as defined by the Scope of Work to follow:

- A.** JCI shall remove the existing direct read index from up to six hundred and thirty-nine (639) natural gas meters. JCI shall provide and install new Master Meter 3G Gas Modules at these services.
- B.** At up to fourteen (14) rotary natural gas meters, JCI shall provide and install a new factor corrected pulse output modules with the Master Meter Dialog 3G endpoint.
- C.** JCI shall remove up to three hundred and seventy-seven (377) existing natural gas meters from service and provide and install up to three hundred and seventy-seven (377) new natural gas meters of equivalent size and type. The new natural gas meter will include a Master Meter 3G Gas Module. If the End User at the affected facility is absent when the new natural gas meter has been installed, JCI shall lock the natural gas meter and schedule an appointment with the customer to relight the pilot light.

Natural Gas Meters – Miscellaneous Scope of Work:

- JCI shall document existing natural gas meter information including End User account number, service address, existing manufacturer, model number, and serial number, and the final reading from the existing index.
- For new natural gas meters, JCI shall document the following information: service address, meter manufacturer, model number, and serial number, initial index reading, and radio transmitter serial number.
- JCI shall document the latitude and longitude of each natural gas meter to within a three (3) meter radius using a GPS device.
- JCI shall provide and install new natural gas meters where specified, including encoding indexes, and accessories as required.
- JCI shall provide commissioning of natural meter encoding indexes and the mobile AMR system.
- System performance measure for route sign-off: a minimum of 98% of the billing reads shall be obtained for installed natural gas meters, within a route and within a 3-day read window and containing the billing determinants needed to generate a bill.
- With the exception of the seven (7) natural gas meters that JCI could not access during the survey, JCI shall be responsible for coordinating installation activities with both the End User and the Customer. JCI shall also provide digital photographs of meter installations included in this improvement measure. The photographs shall include the final index readings on natural gas meters immediately prior to them being retrofitted. For those seven (7) locations at which JCI could not gain access to the meter during the survey, JCI shall work with the Customer and the End User to gain access to the meter for either meter replacement or for replacement of the existing index with a Master Meter 3G Gas Module.
- JCI will provide necessary data and support for the data integration into the Customer's existing utility billing system.
- JCI shall provide an interface to the existing billing system and shall be responsible for new data entry included with this project into the existing billing system. The interface will be in the form of a Microsoft Excel "flat data" file.
- Removed natural gas meters shall become property of the Customer and will be placed in the location specified by the Customer.

Additional Warranty:

Project Warranty shall be sixty (60) days labor only from date of acceptance of each route. Additional warranty information is provided in Schedule 3.

3. BIM 3 – Municipal Water Pumping Station(s) Upgrades

This Business Improvement Measure will furnish the necessary labor, material and equipment to complete the scope of work to upgrade four (4) water pumping stations, in accordance with specific regulatory code section the Texas Commission of Environmental Quality Rules and Regulations for Public Water Systems Section 290.45 (2012), and Local, State and Federal Codes, and AWWA industry standards in affect at the time of the contract execution date.

4. *(Note: 1.) Refer to attached plans, equipment list and specifications for detailed scope. 2.) Customer is responsible for isolating water inlet and outlet lines by closing existing isolation valves before work can begin – valves to be locked out and tagged out to prevent inadvertent opening during construction. 3.) No chlorinator work is included in this scope. The chlorinator isolation valve shall be closed and tagged out by the customer during the construction period) 4.) Customer has reviewed the attached specifications and agrees that shut down and isolation of individual pumping stations will have no adverse affect on pressure or fire flows. 5.) The customer has reviewed the scope of work (Attachment 1) and agrees that any mechanical, plumbing, electrical, SCADA and structural work required outside the attached scope of work will be the responsibility of the customer.*

Cherry Street Water Pumping Station:

- a. Remove and replace three (3) potable water distribution pumps.
- b. Remove and replace three (3) 50 HP pump motors.
- c. Remove and replace three (3) sets of shaft guards, pump bases and motor bases.
- d. Replace existing motor starter equipment for three (3) pumps sets.
- e. Install new booster pump controls.
- f. Install new electric pump switchgear.
- g. Replace main electrical disconnect.
- h. Provide and install lighting arrestor for pump station and water well.
- i. Provide Site to Site Communication System to interconnect the four (4) pumping stations. The four (4) plants shall have access to information regarding the level of water in the elevated storage tanks and/or ground storage tanks by means of a Supervisory Control and Data Acquisition (SCADA) system. The SCADA system shall include operation of the water wells. It will also include redundant booster pump and water well starting schemes. Customer has reviewed the attached specification and agrees that an adequate number of MMI's and functionality is available to meet their needs. Further, customer has reviewed the starting scenarios and as identified in the scope and functionality will meet their needs
- j. Remove existing piping valves and fittings. Replace in-kind with new materials. Include new flange bolt sets, flange gaskets, dresser couplings and restraints. Painting per specifications attached (Attachment

North Pumping Station:

- a. Remove and replace two (2) potable water distribution pumps.
- b. Remove and replace two (2) 60 HP pump motors.
- c. Remove and replace two (2) sets of shaft guards, pump bases and motor bases.
- d. Replace existing motor starter equipment for two (2) pumps sets.
- e. Install new booster pump controls.
- f. Install new electric pump switchgear.
- g. Replace main electrical disconnect.
- h. Provide and install lighting arrestor for pump station and water well.
- k. Provide Site to Site Communication System to interconnect the four (4) pumping stations. The four (4) plants shall have access to information regarding the level of water in the elevated storage tanks and/or ground storage tanks by means of a Supervisory Control and Data Acquisition (SCADA) system. The SCADA system shall include operation of the water wells. It will also include redundant booster pump and water well starting schemes. Customer has reviewed the attached specification and agrees that an adequate number of MMI's and functionality is available to meet their needs. Further, customer

Johnson Controls, Inc. Initials: Customer Initials: 

Schedule 1

has reviewed the starting scenarios and as identified in the scope and functionality will meet their needs

Remove existing piping valves and fittings. Replace in-kind with new materials. Include new flange bolt sets, flange gaskets, dresser couplings and restraints. Painting per specifications attached (Attachment 1).

Colorado Street Pumping Station:

- a. Remove and replace two (2) potable water distribution pumps.
- b. Remove and replace two (2) 50 HP pump motors.
- c. Remove and replace two (2) sets of shaft guards, pump bases and motor bases.
- d. Replace existing motor starter equipment for two (2) pumps sets.
- e. Install new booster pump controls.
- f. Install new electric pump switchgear.
- g. Replace main electrical disconnect.
- h. Provide and install lighting arrestor for pump station and water well.
- i. Provide Site to Site Communication System to interconnect the four (4) pumping stations. The four (4) plants shall have access to information regarding the level of water in the elevated storage tanks and/or ground storage tanks by means of a Supervisory Control and Data Acquisition (SCADA) system. The SCADA system shall include operation of the water wells. It will also include redundant booster pump and water well starting schemes. Customer has reviewed the attached specification and agrees that an adequate number of MMI's and functionality is available to meet their needs. Further, customer has reviewed the starting scenarios and as identified in the scope and functionality will meet their needs

Remove existing piping valves and fittings. Replace in-kind with new materials. Include new flange bolt sets, flange gaskets, dresser couplings and restraints. Painting per specifications attached (Attachment 1).

Comal Street Pumping Station:

- a. Remove and replace two (2) potable water distribution pumps.
- b. Remove and replace two (2) 50 HP pump motors.
- c. Remove and replace two (2) sets of shaft guards, pump bases and motor bases.
- d. Replace existing motor starter equipment for two (2) pumps sets.
- e. Provide and install lighting arrestor for pump station and water well.
- m. Provide Site to Site Communication System to interconnect the four (4) pumping stations. The four (4) plants shall have access to information regarding the level of water in the elevated storage tanks and/or ground storage tanks by means of a Supervisory Control and Data Acquisition (SCADA) system. The SCADA system shall include operation of the water wells. It will also include redundant booster pump and water well starting schemes. Customer has reviewed the attached specification and agrees that an adequate number of MMI's and functionality is available to meet their needs. Further, customer has reviewed the starting scenarios and as identified in the scope and functionality will meet their needs

Remove existing piping valves and fittings. Replace in-kind with new materials. Include new flange bolt sets, flange gaskets, dresser couplings and restraints. Painting per specifications attached (Attachment 1).

Johnson Controls, Inc. Initials: 

Customer Initials: 

ASSURED PERFORMANCE GUARANTEE – UTILITY METERS

I. PROJECT BENEFITS

- A. **Certain Definitions.** For purposes of this Agreement, the following terms have the meanings set forth below:

Annual Project Benefits are the portion of the projected Total Project Benefits to be achieved in any one year of the Guarantee Term.

Annual Project Benefits Realized are the Project Benefits actually realized for any one year of the Guarantee Term.

Annual Project Benefits Shortfall is the amount by which the Annual Project Benefits exceed the Annual Project Benefits Realized in any one year of the Guarantee Term.

Annual Project Benefits Surplus is the amount by which the Annual Project Benefits Realized exceed the Annual Project Benefits in any one year of the Guarantee Term.

Baseline is the mutually agreed upon data and/or usage amounts that reflect conditions prior to the installation of the Improvement Measures as set forth in Section IV below.

Guarantee Term will commence on the first day of the month next following the Substantial Completion date and will continue through the duration of the M&V Services, subject to earlier termination as provided in this Agreement.

Installation Period is the period beginning on JCI's receipt of Customer's Notice to Proceed and ending on the commencement of the Guarantee Term.

Measured Project Benefits are the increased meter accuracy benefits calculated in accordance with the methodologies set forth in Section III below.

Non-Measured Project Benefits are identified in Section II below. The Non-Measured Project Benefits have been agreed to by Customer and will be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below. Customer and JCI agree that: (i) the Non-Measured Project Benefits may include, but are not limited to, future capital and operational costs avoided as a result of the Work and implementation of the Improvement Measures, (ii) achievement of the Non-Measured Project Benefits may be outside of JCI's control, and (iii) Customer has evaluated sufficient information to conclude that the Non-Measured Project Benefits will occur and bears sole responsibility for ensuring that the Non-Measured Project Benefits will be realized. Accordingly, the Non-Measured Project Benefits shall not be measured or monitored by JCI at any time during the Guarantee Term, but rather shall be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below.

Project Benefits are the Measured Project Benefits plus the Non-Measured Project Benefits to be achieved for a particular period during the term of this Agreement.

Total Project Benefits are the projected Project Benefits to be achieved during the entire term of this Agreement.

- B. **Project Benefits Summary.** Subject to the terms and conditions of this Agreement, JCI and Customer agree that Customer will be deemed to achieve a total of \$0 in Non-Measured Project Benefits and JCI guarantees that Customer will achieve a total of \$2,679,573 in Measured Project Benefits during the term of this Agreement, for Total Project Benefits of \$2,679,573.

Total Project Benefits

Year	Increased Meter Accuracy Benefit*	Operations & Maintenance Cost Avoidance**	Future Capital Cost Avoidance***	Annual Project Benefits
Implementation	\$0	\$0	\$0	\$0
1	\$87,733	\$100,000	\$0	\$187,733
2	\$88,611	\$102,000	\$0	\$190,611
3	\$89,497	\$104,040	\$0	\$193,537
4	\$90,392	\$106,121	\$0	\$196,513
5	\$91,296	\$108,243	\$0	\$199,539
6	\$92,209	\$110,408	\$0	\$202,617
7	\$93,131	\$112,616	\$0	\$205,747
8	\$94,062	\$114,869	\$0	\$208,931
9	\$95,003	\$117,166	\$0	\$212,169
10	\$95,953	\$119,509	\$0	\$215,462
11	\$96,912	\$121,899	\$0	\$218,812
12	\$97,881	\$124,337	\$0	\$222,219
13	\$98,860	\$126,824	\$0	\$225,684
Total	\$1,211,540	\$1,468,033	\$0	\$2,679,573

*Increased Meter Accuracy Benefit is a Measured Project Benefit. Increased Meter Accuracy Benefit is based upon a mutually agreed fixed annual escalation rate of one percent (1.0%).

**Operations & Maintenance Cost Avoidance is a Measured Project Benefit. Operations & Maintenance Cost Avoidance is based upon a mutually agreed fixed annual escalation rate of two percent (2.0%).

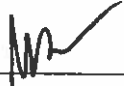
***Future Capital Cost Avoidance is a Non-Measured Project Benefit. Future Capital Cost Avoidance figures in the table above are based on a mutually agreed fixed annual escalation rate of zero percent (0.0%).

Within sixty (60) days of the commencement of the Guarantee Term, JCI will calculate the Measured Project Benefits achieved during the Installation Period plus any Non-Measured Project Benefits applicable to such period and advise Customer of same. Any Project Benefits achieved during the Installation Period may, at JCI's discretion, be allocated to the Annual Project Benefits for the first year of the Guarantee Term. Within sixty (60) days of each anniversary of the commencement of the Guarantee Term, JCI will calculate the Measured Project Benefits achieved for the applicable year plus any Non-Measured Project Benefits applicable to such period and advise Customer of same.

Schedule 2

C. Customer acknowledges and agrees that if, for any reason, it (i) cancels, or terminates receipt of M&V Services, (ii) fails to pay for M&V Services in accordance with Schedule 4, (iii) fails to fulfill any of its responsibilities necessary to enable JCI to complete the Work and provide the M&V Services, or (iv) otherwise cancels, terminates or materially breaches this Agreement, the Assured Performance Guarantee shall automatically terminate and JCI shall have no liability hereunder. Project Benefits Shortfalls or Surpluses.

- (i) Project Benefits Shortfalls. If an Annual Project Benefits Shortfall occurs for any one year of the Guarantee Term, JCI shall, at its discretion and in any combination, (a) set off the amount of such shortfall against any unpaid balance Customer then owes to JCI, (b) where permitted by applicable law, increase the next year's amount of Annual Project Benefits by the amount of such shortfall, (c) pay to Customer the amount of such shortfall, or (d) subject to Customer's agreement, provide to Customer additional products or services, in the value of such shortfall, at no additional cost to Customer.*
- (ii) Project Benefits Surpluses. If an Annual Project Benefits Surplus occurs for any one year of the Guarantee Term, JCI may, at its discretion and in any combination, (a) apply the amount of such surplus to set off any subsequent Annual Project Benefit Shortfall during the Guarantee Term, or (b) bill Customer for the amount of payments made pursuant to Section C(i)(c) above and/or the value of the products or services provided pursuant to clause C(i)(d) above, in an amount not to exceed the amount of such surplus.*
- (iii) Additional Improvements. Where an Annual Project Benefits Shortfall has occurred, JCI may, subject to Customer's approval (which approval shall not be unreasonably withheld, conditioned, or delayed), implement additional Improvement Measures, at no cost to Customer, which may generate additional Project Benefits in future years of the Guarantee Term.

Johnson Controls, Inc. Initials: 

Performance Contract (Rev 15)
Johnson Controls, Inc. - Orion

Customer Initials: 

II. MEASUREMENT AND VERIFICATION METHODOLOGY

Based upon JCI's and Customer's investigation of the existing condition of certain of Customer's water meters, Customer has concluded that a significant percentage of such meters do not accurately measure billable consumption, and Customer is losing potential billable consumption revenue due to this inaccuracy. By replacing inaccurate meters with more accurate meters, it is expected that Customer will increase the volume of water registered by such meters and thereby increase measured billable consumption, assuming the same consumption levels prior to and after the Work has been performed. By applying accuracy increases to the Baseline water billing amounts supplied to JCI by Customer and set forth in Section IV below, it is expected that the impact of billing for the additional billable consumption would have resulted in increased billable consumption of **\$87,733** in the Baseline year. Customer recognizes, however, that the amount of actual revenues achieved in future periods will depend on other factors besides improved meter accuracy, such as, by way of example, collections ratio, consumption, and water utility rates, among others.

The pre-retrofit weighted average accuracy of meter sizes smaller than 3" has been calculated by testing a representative sample of the meter population as set forth in Schedule 1 (Scope of Work). The pre-retrofit accuracy of meter sizes 3" and larger has been calculated by testing the accuracy of the meter population set forth in Schedule 1 (Scope of Work). Weighted average accuracy is based on the American Water Works Association (AWWA) guidelines as set forth in the Manual of Water Supply Practices - M6, Fifth Edition, Water Meters - Selection, Installation, Testing and Maintenance. ©2012 American Water Works Association, ISBN 978-1-58321-862-4, as may be updated or revised from time to time by AWWA. The post-retrofit accuracy of new meters will be tested using the same AWWA guidelines.

JCI's guarantee relating to meters is limited solely to the accuracy of the meters, operating under normal conditions, which have been replaced pursuant to this Agreement and are set forth in the table of meter sizes and quantities in Section V below. No guarantee, express or implied, is provided with respect to any other matters, including, without limitation, the following items (and effects thereof):

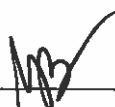
- ***water system revenue***
- ***water usage trends***
- ***water rationing programs***
- ***demographic and/or population shifts***
- ***changes in the industrial or commercial base***
- ***regulatory changes***
- ***droughts, floods, rainfall, or other weather or climatic conditions***
- ***water system pressure variations***
- ***non-metered water usage***
- ***failure to collect amounts due for billable consumption***
- ***changes in monthly base charges, monthly allowable minimum base consumption, or monthly volume charges***
- ***changes to water and sewer rate schedules***
- ***water quality***
- ***failure of the water system to meet governmental requirements***
- ***improper maintenance or unsound usage of the Improvement Measures or any related equipment***
- ***performance of automatic meter reading equipment***

Schedule 2

IV. BASELINE CALCULATIONS & POST-RETROFIT INCREASED METER ACCURACY BENEFIT

Annual Water Consumption, Revenue, and Related Data from 1/1/2013 to 12/31/2103

No of accounts	Account #	Qty. of Meters	Meter Size	Rate Code	Total Revenue	Base Revenue	Rev. Above Base (Actual)	Actual Accuracy	Guarantee Accuracy	Projected Revenue	Projected Benefit
242	N/A	250	0.75	020-CI	\$106,890.64	\$63,472.50	\$43,418.14	86.6%	98.5%	\$49,384.37	\$5,966.23
34	N/A	34	0.75	020-CO	\$25,465.79	\$13,359.04	\$12,106.75	86.6%	98.5%	\$13,770.37	\$1,663.62
1	N/A	1	0.75	020-CO1	\$594.75	\$495.72	\$99.03	86.6%	98.5%	\$112.63	\$13.60
1672	N/A	1746	0.75	020-RI	\$526,852.53	\$344,192.50	\$182,660.03	86.6%	98.5%	\$207,759.96	\$25,099.93
2	N/A	2	0.75	020-RI1	\$507.38	\$304.20	\$203.18	86.6%	98.5%	\$231.09	\$27.91
275	N/A	264	0.75	020-RO	\$142,106.88	\$83,472.00	\$58,634.88	86.6%	98.5%	\$66,692.09	\$8,057.21
1	N/A	1	0.75	020-RO1	\$464.31	\$365.04	\$99.27	86.6%	98.5%	\$112.91	\$13.64
430	N/A	451	0.75	020-SRI	\$117,471.74	\$57,138.12	\$60,333.62	86.6%	98.5%	\$68,624.26	\$8,290.64
22	N/A	21	0.75	020-SRO	\$6,494.90	\$3,835.22	\$2,659.68	86.6%	98.5%	\$3,025.15	\$365.47
195	N/A	201	0.75	040CI -	\$45,226.41	\$37,349.00	\$7,877.41	86.6%	98.5%	\$8,959.87	\$1,082.46
3	N/A	2	0.75	040CO	\$2,078.64	\$918.00	\$1,160.64	86.6%	98.5%	\$1,320.12	\$159.48
1497	N/A	1561	0.75	040RI -	\$232,289.78	\$199,704.00	\$32,585.78	86.6%	98.5%	\$37,063.50	\$4,477.72
18	N/A	22	0.75	040RO	\$4,233.89	\$3,564.00	\$669.89	86.6%	98.5%	\$761.94	\$92.05
396	N/A	414	0.75	040SRI-	\$50,749.29	\$41,841.00	\$8,908.29	86.6%	98.5%	\$10,132.40	\$1,224.11
1	03-1156-00	1	4	020-CI4	\$5,097.93	\$1,367.28	\$3,730.65	45.0%	98.5%	\$8,165.97	\$4,435.32
1	08-4303-00	1	4	020-CI4	\$200.05	\$113.94	\$86.11	90.0%	98.5%	\$94.24	\$8.13
2	08-4303-00	1	4	020-CI4	\$6,697.81	\$2,620.62	\$4,077.19	90.0%	98.5%	\$4,462.25	\$385.06
2	08-4303-00	1	4	040CI -	\$2,379.78	\$391.00	\$1,988.78	90.0%	98.5%	\$2,176.60	\$187.82
1	08-4303-00	1	4	040CI -	\$57.80	\$17.00	\$40.80	90.0%	98.5%	\$44.65	\$3.85
1	08-4412-00	1	4	020-CI4	\$1,442.63	\$1,367.28	\$75.35	45.0%	98.5%	\$164.93	\$89.58
1	08-4412-00	1	4	040CI -	\$303.92	\$204.00	\$99.92	45.0%	98.5%	\$218.71	\$118.79
1	08-4501-00	1	6	020-CI6	\$69,263.33	\$1,990.44	\$67,272.89	74.6%	98.5%	\$88,825.46	\$21,552.57
1	08-4501-00	1	6	040CI -	\$28,409.11	\$204.00	\$28,205.11	74.6%	98.5%	\$37,241.33	\$9,036.22
Totals					\$1,375,279.29	\$858,285.90	\$516,993.39			\$609,344.80	\$92,351.41

Johnson Controls, Inc. Initials: 

Customer Initials: 

Schedule 2

The unit utility costs for the Baseline period are set forth below as "Utility Rates" and shall be used for all calculations made under this Schedule. The Utility Rates shall be escalated annually by the actual utility rate escalation but such escalation shall be no less than the mutually agreed "floor" escalation rate of one percent (1.0%). JCI has applied a ninety-five percent (95.0%) guarantee factor to the projected benefit. Thus, \$92,713.27 x 95% = \$88,077.

Operational and Maintenance Benefits

Measured savings have been calculated for operational cost avoidance related to the reduction in the meter reading staff. The amount being claimed is \$100,000 per year, which consists of four (4) full-time employees budgeted at a \$25,000 per person per year (4X \$25,000). This benefit shall be escalated at a rate of 1% per year. The foregoing calculations of measured project benefits were reviewed by Rick Alvarez, City Manager and Rudy Alvarez, CFO for City of Pearsall on October 16, 2014. The Customer agrees that the implementation of the mobile AMR system would enable City of Pearsall to avoid the above-described operating costs. (See Schedule 2 V)

For the City of Pearsall (Sign) _____ Date: _____

Johnson Controls, Inc. Initials: JA

Customer Initials: RA

Baseline Water and Sewer Rate Schedule

CITY OF PEARSALL
RATE SCHEDULE**WATER RATES****RESIDENTIAL**

5/8" and 3/4" Meter	\$18.25 (Minimum)
1" Meter	\$19.14

***Meters larger than 1 inch will be considered non-residential and subject to non-residential rates*

First	2,000 Gals	check minimum rate listed above
Next	2,000 Gals	.61 thousand
Next	7,000 Gals	1.22 thousand
Next	10,000 Gals	1.33 thousand
Above	21,000 Gals	1.43 thousand

SENIOR CITIZENS

5/8" and 3/4" Meter	\$11.15 (Minimum)
1" Meter	\$11.70

First	2,000 Gals	check minimum rate listed above
Next	1,000 Gals	.29 thousand
Next	1,000 Gals	.38 thousand
Next	1,000 Gals	1.15 thousand
Next	6,000 Gals	1.22 thousand
Next	10,000 Gals	1.33 thousand
Above	21,000 Gals	1.43 thousand

***Senior Citizens subsidized rates shall only be available to meters sizes 1" and smaller*

COMMERCIALMinimum rate for size of meter

5/8" Meter	\$21.50	3" Meter	\$ 47.95
3/4" Meter	\$21.50	4" Meter	\$ 66.97
1" Meter	\$23.77	6" Meter	\$ 92.93
1 1/2" Meter	\$24.18	8" Meter	\$115.92
2" Meter	\$ 33.83	10" Meter	\$104.28

First	2,000 Gals	check minimum rates listed above
Next	2,000 Gals	1.08 thousand
Next	7,000 Gals	1.44 thousand
Next	10,000 Gals	1.56 thousand
Above	21,000 Gals	1.68 thousand

Customer's outside city limits will be charged 1.5 times the rate of the applicable customer class within the City limits

Schedule 2

SEWER RATE

RESIDENTIAL (Single family dwelling)

First	4,000 Gals	\$10.50 (Minimum)
Next	12,000 Gals	.42 thousand
Next	15,000 Gals	.44 thousand
Above	31,000 Gals	.50 thousand

SENIOR CITIZENS

First	5,000 Cubic Ft.	\$ 9.00 (Minimum)
Next	11,000 Cubic Ft.	.42 thousand
Next	15,000 Cubic Ft.	.44 thousand
Above	31,000 Cubic Ft.	.50 thousand

COMMERCIAL

First	2,000 Gals	\$15.00 (Minimum)
Above	2,000 Gals	.74 thousand

*Customer's outside city limits will be charged 1.5 times the rate of the applicable customer class within the City limits.
Sewer is based on water consumption.*

GAS RATE

RESIDENTIAL AND COMMERCIAL

First	1,000 Cubic Ft.	\$15.49 (Minimum)
Next	3,000 Cubic Ft.	\$ 4.84 thousand
Next	5,000 Cubic Ft.	\$ 4.49 thousand
Above	9,000 Cubic Ft.	\$ 4.07 thousand

Rate plus fuel adjustment for total gas bill. 50% charge for customers living outside city limits.

SENIOR CITIZENS

First	1,000 Cubic Ft.	\$ 8.49 (Minimum)
Next	3,000 Cubic Ft.	\$ 4.84 thousand
Next	5,000 Cubic Ft.	\$ 4.49 thousand
Above	9,000 Cubic Ft.	\$ 4.07 thousand

Rate plus fuel adjustment for total gas bill. 50% charge for customers living outside city limits.

Johnson Controls, Inc. Initials: 

Customer Initials: 

Schedule 2

Comprehensive Test Results from the Random Sample of 0.625" x 0.75" Meters

Meter ID	Serial #	Account #	Address	Reglater Reading at End of Test	Low Flow % Accuracy	Mid Flow % Accuracy	High Flow % Accuracy	Weighted Average Accuracy
Rockwell SR	31043388	01-2350-00	522 S. Oak	496,874.53	0.40%	41.13%	80.08%	40.86%
Rockwell SR	21126917	06-3710-01	1316 Moore	645,979.87	0.00%	71.01%	94.10%	63.82%
Rockwell SR	41161166	05-2540-06	613 W. SAN ANTONIO	255,013.60	0.00%	79.17%	96.26%	69.86%
Rockwell SR	21073256	07-1730-02	205 S. MULBERRY	786,714.88	0.99%	66.62%	81.91%	59.07%
Rockwell SR	38862475	03-2330-03	1216 E. ALABAMA	320,079.78	0.50%	88.97%	95.93%	76.74%
Rockwell SR	34984278	04-3720-00	1509 E. HAYNES	362,958.53	0.99%	79.17%	96.88%	70.10%
Rockwell SR	21340865	01-2274-13	622-1 S. OAK	947,260.39	1.34%	80.76%	93.38%	70.74%
Rockwell SR	48976185	06-4190-00	1215 JOEY RV PARK	769,167.72	0.00%	5.12%	86.79%	16.60%
Rockwell SR	28835010	03-4500-00	555 HORIZON	652,294.10	0.10%	52.62%	85.34%	49.65%
Rockwell SR	19069302	07-3290-13	637 N. MORENO #65	584,186.49	0.00%	74.92%	91.92%	66.23%
Rockwell SR	21073263	09-1520-00	210 N. TREVINO	88,781.95	0.00%	60.44%	86.34%	55.26%
Neptune T-10	94821957	03-1060-01	1206 N. OAK	21,856.50	96.92%	100.75%	99.40%	99.97%
Neptune T-10	36235476	06-5077-00	321 GUADALUPE	2,441,694.42	0.10%	0.05%	0.00%	0.05%
Neptune T-10	84581200	04-4150-01	1115 E. PECOS	766,221.70	0.79%	81.10%	97.30%	71.49%
Neptune T-10	84581016	04-3290-07	820 E. SAN ANTONIO	1,178,790.70	0.74%	98.00%	96.36%	83.16%
Neptune T-10	84583554	0-3160-00	1011 E. RIO GRANDE	246,614.84	0.00%	0.00%	98.09%	14.71%
Neptune T-10	92657677	03-1290-03	1618 N. OAK	106,695.24	87.59%	6.31%	97.06%	32.11%
Badger M-25	93461142	05-2590-00	721 W. SAN ANTONIO	2,765,655.50	1.98%	4.37%	81.41%	15.57%
Master Meter	4546301	06-4230-00	1107 JOEY RV PARK	1,720,852.00	102.29%	103.15%	96.52%	102.03%
Master Meter	4537705	04-6110-00	1747 S. WALNUT	1,071,314.58	99.01%	98.24%	96.60%	98.11%
Master Meter	2711570	04-4590-02	1017 E. FRIO	2,793,798.28	89.16%	98.24%	0.00%	82.14%
Master Meter	4546283	06-1550-00	204 W. 23RD ST.	2,385,714.60	99.89%	100.30%	101.17%	100.37%
Master Meter	4546461	07-2250-13	223 N. WILLOW #1	675,498.00	99.65%	100.55%	101.32%	100.53%
Master Meter	4058205	09-1080-00	141 N. GARCIA	2,220,028.65	129.40%	162.58%	181.85%	160.49%
Master Meter	3949511	04-3760-01	1402 E. HAYNES	1,404,446.71	100.97%	100.35%	101.46%	100.61%
Master Meter	3597091	06-3500-10	1522 HUAJILLO #3	2,335,919.69	92.00%	100.20%	101.95%	99.23%
Master Meter	2651942	07-3350-07	617 N. MORENO #71	1,312,574.52	93.86%	96.27%	96.76%	95.98%
Master Meter	4232570	02-3240-16	343 MARGO DR.	790,717.80	0.00%	29.18%	101.40%	35.63%
Master Meter	2412334	01-2080-00	316 E. PARK	1,403,471.70	102.44%	100.20%	100.83%	100.63%
Master Meter	4275444	07-1170-00	527 N. MULBERRY	3,398,322.35	93.37%	101.33%	101.01%	100.09%
Master Meter	4546376	07-1360-00	427 W. RIO GRANDE	1,633,725.60	101.85%	100.69%	100.87%	100.89%
Master Meter	4544179	05-1850-05	523 S. APPLE	744,269.70	73.42%	80.65%	72.12%	78.29%
Master Meter	6877996	09-1130-000	121 N. GARCIA	573,083.28	96.21%	1.47%	104.71%	31.17%
Master Meter	6878213	04-2410-00	1113 E. CORNAL	737,175.00	92.73%	101.04%	100.83%	99.76%
Master Meter	6284193	03-3490-01	1305 E. BRAZOS	1,860,871.78	99.12%	98.53%	98.74%	98.65%
Master Meter	4546373	07-1390-00	441 W. RIO GRANDE	1,311,890.69	99.72%	101.23%	99.07%	100.68%
Master Meter	2684162	02-2570-00	404 MARGO DR.	4,470,274.68	179.59%	0.00%	144.97%	48.68%

Johnson Controls, Inc. Initials: 

Customer Initials: 

Schedule 2

Meter ID	Serial #	Account #	Address	Register Reading at End of Test	Low Flow % Accuracy	Mid Flow % Accuracy	High Flow % Accuracy	Weighted Average Accuracy
Master Meter	2829237	05-1920-00	608 S. APPLE	367,989.40	0.00%	0.00%	0.00%	0.00%
Master Meter	4058214	03-3800-06	520 E. RIO GRANDE	852,918.30	98.13%	98.14%	98.80%	98.23%
Master Meter	3949515	08-2710-00	229 N. MORENO	1,095,662.20	96.19%	98.33%	98.80%	98.08%
Master Meter	3910690	06-2680-10	390-B W. RIO GRANDE	214,781.41	98.97%	100.64%	101.07%	100.46%
Master Meter	6736506	07-3240-08	145 W. NOVARRO #61	547,281.59	96.49%	97.20%	99.38%	97.42%
Master Meter	2292033	02-2480-01	320 MARGO DR.	932,185.90	0.00%	0.00%	132.99%	19.95%
Master Meter	4603281	04-1930-00	711 E. SAN MARCOS	1,504,513.00	101.16%	100.15%	101.08%	100.44%
Master Meter	6878291	06-1430-07	1026 N. WILLOW #77	262,021.67	97.48%	100.25%	100.77%	99.91%
Master Meter	3910634	04-3690-07	1409 E. HAYNES	9,933,683.00	102.05%	101.48%	100.95%	101.48%
Master Meter	6877950	N/A	N/A	174,500.65	98.13%	100.74%	101.28%	100.43%
Master Meter	4546466	07-2060-00	312 N. WILLOW	3,226,808.00	1.09%	121.23%	132.62%	104.92%
Master Meter	3910659	02-2914-05	244 P.R. 2020	505,047.07	97.24%	100.25%	100.94%	99.90%
Master Meter	4546480	08-1920-00	118 S. WOODLAWN	2,339,963.55	0.50%	0.15%	0.03%	0.18%
Master Meter	4546360	09-2270-06	104 W. DAVILA	1,972,588.20	121.25%	119.31%	118.60%	119.50%
Master Meter	6878216	05-2320-03	412 S. WILLOW	77,812.23	96.21%	100.49%	101.36%	99.98%
Master Meter	6878013	08-3495-00	503 S. VINTON	162,834.85	102.02%	101.07%	100.98%	101.20%
Master Meter	4546359	09-2800-00	327 N. VINTON	1,271,423.82	98.74%	99.75%	100.55%	99.72%
Master Meter	3833392	05-2780-03	620 W. SAN ANTONIO	1,007,009.59	100.18%	98.97%	100.72%	99.41%
Sensus PMM	61102820	04-6310-00	1735 PECON	3,090,899.35	93.17%	100.44%	101.43%	99.50%
Sensus PMM	66756728	05-3430-00	519 S. BERNAL	1,144,353.40	99.73%	100.29%	100.15%	100.19%
Sensus PMM	65107193	10-2630-11	1001 E. PECOS #27	508,710.46	100.73%	101.22%	99.46%	100.88%
Sensus PMM	61468017	03-2465-01	902 N. ROOSEVELT	1,936,617.09	100.73%	99.61%	100.49%	99.91%
Sensus PMM	66756721	03-1740-00	921 N. OAK	1,691,142.51	87.21%	99.02%	100.99%	97.54%
Sensus PMM	64666175	01-2400-00	505 S. ASH	1,429,614.85	92.93%	100.10%	99.27%	98.90%
Sensus PMM	64666233	08-1110-00	103 S. NOPAL	193,400.83	78.02%	99.75%	98.89%	96.36%
Sensus PMM	64666232	07-2140-00	709 N. WILLOW	349,921.70	36.03%	98.92%	100.33%	89.70%
Sensus PMM	61914821	05-1200-01	204 DEVIL BISS	1,506,863.85	62.46%	100.24%	100.24%	94.58%
Sensus PMM	66756580	07-2060-00	312 N. WILLOW	1,006,420.70	98.04%	101.47%	101.06%	100.89%
HPM PM02	1154853	03-3830-03	514 E. RIO GRANDE	538,463.36	79.14%	95.71%	100.96%	94.02%

Any meter with a weighted average accuracy of less than 25.00% or greater than 103.00% was considered to be an outlier from the population and is therefore excluded from the overall weighted average accuracy. Using this criteria, the overall weighted average accuracy of the 0.625" x 0.75" meter population is 86.64%.

Johnson Controls, Inc. Initials: 

Customer Initials: 

Schedule 2

Comprehensive Large Water Meter Test Results

Account No.	Customer Name	Address	Size	Meter Mfg.	Meter Model	Serial #	Minimum Flow Rate (gpm)	Minimum Flow Accuracy (%)	Intermediate Flow Rate (gpm)	Intermediate Flow Accuracy (%)	High Flow Rate (gpm)	High Flow Accuracy (%)	Weighted Average Accuracy
08-4385-00	Southern Inn and Suites	112 S. IH. 35	2"	Neptune	TruFlo/T-10	70251842	1.50	0.0%	Intermediate & High Flow Tests Could Not Be Performed				33.0%
08-4415-02	Hungry Hunter	410 S. IH. 35	2"	Sensus	SRH	65107647	1.50	100.1%	30.00	99.1%	188.00	100.1%	100.1%
08-4650-00	Days Inn	605 IH. 35	2"	Neptune	TruFlo/T-10	70282685	1.50	100.2%	Intermediate & High Flow Tests Could Not Be Performed				100.1%
		1707 W. Fomal	2"			78229249			Not Tested				98.5%
03-1900-00	Intermediate New Wing	Pearsall Jr. High	2"	Rockwell	W-160	31054005	1.50	0.0%	Intermediate & High Flow Tests Could Not Be Performed				0.0%
01-1801-00	X-Chem	1224 S. Oak	3"	Neptune	TruFlo/T-10	70281863	1.50	0.0%	Intermediate & High Flow Tests Could Not Be Performed				33.3%
08-4412-00	Frio Regional Hospital	200 IH. 35	4"	Master Meter	DBC	2504205	2.00	0.0%	30.00	0.0%	199.00	0.0%	0.0%
02-2980-02	Pearsall Center North	311 Hackberry	4"	Master Meter	DBC	27119758	2.00	0.0%	30.00	0.0%	150.00	0.0%	0.0%
03-1156-00	Paseo Turner	Paseo Turner	4"	Neptune	TruFlo/T-10	70197999	2.00	0.0%	Intermediate & High Flow Tests Could Not Be Performed				33.3%
08-4303-00	Westview Ranch Apartment Homes	225 Westview	4"	Sensus	SRH	64063181b	2.00	0.0%	38.00	98.8%	195.00	100.3%	33.4%
08-4302-00	Westview Ranch Apartment Homes	225 Westview	4"	Sensus	SRH	64063181a	2.00	0.0%	38.00	0.0%	195.00	0.0%	0.0%
06-5076-00	Pearsall RV Center	321 Guadalupe	6"	Neptune	TruFlo/T-10	70252997	2.50	98.0%	45.00	23.0%	202.00	8.0%	68.0%
08-4501-00	South Texas Detention Center	566 Veteran	6"	Rockwell	SRH	14488195	2.50	0.0%	45.00	80.1%	233.00	90.4%	30.1%
04-5332-00	Trailer Parks	1910 S. Pecan	6"	Master Meter	DBC	8112200	2.50	100.1%	45.00	99.9%	290.00	100.0%	100.1%

Small Water Meter Accuracy Degradation

Guaranteed meter accuracies shall be decreased at a rate of 0.3% per annum after the second year of the term, as shown in the following table for the new 0.625" x 0.75" meters. Customer accepts responsibility for aggressive degradation in meter accuracy due to water quality issues including but not limited to the presence of sand or other debris, the addition of sequestration agents to the water, damage caused by pressure transients (water hammer), and the presence of scale caused by hard water. Likewise, Customer accepts responsibility for aggressive degradation in meter accuracy due to changes in the water treatment process after project installation.

Year	Meter Accuracy
1	98.50%
2	98.50%
3	98.20%
4	97.90%
5	97.60%
6	97.30%
7	97.00%
8	96.70%
9	96.40%
10	96.10%
11	95.80%
12	95.00%
13	95.20%

Johnson Controls, Inc. Initials: 

Customer Initials: 

RESOLUTION
No. 2020-05-02

A RESOLUTION OF THE CITY OF PEARSALL, TEXAS APPROVING AN INCREASE IN ITS CONTRIBUTIONS TO THE TEXAS EMERGENCY SERVICES RETIREMENT FUND ON BEHALF OF THE PEARSALL VOLUNTEER FIRE DEPARTMENT.

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

Section 1. The City Council of the City of Pearsall, Texas does hereby Approve an increase in its contributions to the Texas Emergency Services Retirement Fund on behalf of the Pearsall Volunteer Fire Department in accordance with “Part One” of the amended agreement between the Texas Emergency Services Retirement Fund and City of Pearsall, Texas, dated November 10, 2016.

Section 2. The City Council of the City of Pearsall, Texas agrees to increase its monthly contributions from \$90 to \$100 per each active participating Pearsall Volunteer Fire Department Member to the Texas Emergency Services Retirement Fund.

Section 3. The City Council agrees to include in the annual budget and fund contributions to the Texas Statewide Texas Emergency Services Retirement Fund as required by State Law, to transfer any funds required to be merged or transferred by State Law, until such time as a majority of the Fire Department and City Council may elect to remove the City from the provisions of the Act.

Section 4. This Resolution shall become effective immediately upon its passage.

PASSED, APPROVED, and ADOPTED on this the 9th day of June, 2020.

Mary Moore, Mayor

ATTESTED:

Krystal Garcia, City Clerk

TEXAS EMERGENCY SERVICES RETIREMENT SYSTEM
FORM 200-B – CONTRIBUTION CHANGE REQUEST

(PLEASE TYPE OR CLEARLY PRINT)

1. PARTICIPATING DEPARTMENT NAME AND ADDRESS:			
DEPARTMENT NAME:	Pearsall Volunteer Fire Department		
MAILING ADDRESS:	P O Box 520		
CITY STATE ZIP:	Pearsall, Texas 78061	PHONE NO:	830-334-2326
2. NAME OF PERSON WITH AUTHORITY TO SIGN CONTRACTS ON BEHALF OF LOCAL BOARD:			
NAME:	Placido Aguilar	TITLE:	vice-chairman
EMAIL ADDRESS:	paguilar108@yahoo.com		

3. MONTHLY CONTRIBUTION CHANGE REQUEST:		
CURRENT MONTHLY CONTRIBUTION RATE:	PROPOSED MONTHLY CONTRIBUTION RATE:	CONTRIBUTION CHANGE EFFECTIVE DATE:
\$90.00	\$100.00	01/01/2020

4. GOVERNMENTAL ENTITY NAME AND ADDRESS:			
GOVERNING ENTITY:	City of Pearsall		
MAILING ADDRESS:	215 S. Ash St		
CITY STATE ZIP:	Pearsall, Texas 78061	PHONE NO:	830-334-3676
5. NAME OF PERSON WITH AUTHORITY TO SIGN CONTRACTS ON BEHALF OF GOVERNING ENTITY:			
NAME:	Mary Moore	TITLE:	Mayor
EMAIL ADDRESS:	mmoore@cityofpearsall.org		

6. ADMINISTRATIVE CONTACT:			
NAME:	Krystal Garcia		
MAILING ADDRESS:	215 S Ash St		
CITY STATE ZIP:	Pearsall, Texas 78061	PHONE NO:	830-334-3676
EMAIL ADDRESS:	Krystal.garcia@cityofpearsall.org		

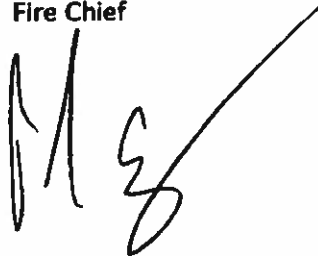
INSTRUCTIONS:

- 1) Complete the above information and fax or mail this form to TESRS (see below).
- 2) BE SURE TO INCLUDE EMAIL ADDRESSES WHERE INDICATED!
- 3) TESRS will prepare and send via DocuSign® a contract amendment reflecting the contribution change to the Local Board and Governing Entity signatories for e-signatures.
- 4) If applicable, TESRS will issue a supplemental invoice for any retroactive monthly contributions that are subject to this change as indicated by the effective date of the contribution change stated in the contract amendment.

05/13/2020

This is the last increment in the six year plan. The increment to \$100.00 is accounted for in the current budget. The volunteers would like to thank you for allowing the department to try and receive a descent pension for volunteering all these years. Please place this on your agenda as soon as possible. I have members that will be retiring this year and would like to take advantage of the extra contributions. Thank you for your consideration. We currently have a total of 15 members.

Placido Aguilar
Pearsall VFD
Fire Chief

A handwritten signature in black ink, appearing to be 'Placido', with a long, sweeping horizontal line extending to the right.

E. Discussion and Possible Action regarding Resolution No. 2019-05-05 to approve an increase in the monthly contributions to the Texas Emergency Services Retirement System on behalf of the Pearsall Volunteer Fire Department.

Addendum to this item is reflected in RED

Fire Chief Placido Aguilar advised city council members of the money that the volunteer fire department has been saving the city since they are now paying certain items and services with grant or donation money. He requested the Council increase the contribution from \$80/month to \$90/month. He informed Council that next year (2020) he would be requesting the contribution be increased to \$100/month and remain effective through 2023-after the recommended time span the contribution would be gradually reduced. Councilman Robert Villarreal asked where the money for the monthly contribution would come from. Fire Chief Placido stated the Emergency Services District (ESD) covers the cost.

A motion to Approve Resolution No. 2019-05-05 was made by Councilman Robert Villarreal, Second by Councilwoman Sonia Hernandez. The motion was unanimous.

RESOLUTION NO. 2020-06-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARSALL,
TEXAS NAMING THE CITY HALL BUILDING IN HONOR OF JOSE G.
“PEPE” TREVINO.**

WHEREAS, the City Council of the City of Pearsall, Texas desires to acknowledge and recognize the contributions made by Jose G. “Pepe” Trevino to the City of Pearsall, its residents and the greater Pearsall community over the years; and

WHEREAS, Jose G. “Pepe” Trevino was a Pearsall native, a product of the Pearsall public school system, a graduate of the University of Texas at Austin, and who enjoyed a business career that allowed him to travel and learn and who was always available to come to the aid of the City of Pearsall when needed as a city manager over the years; and

WHEREAS, Jose G. “Pepe” Trevino was a tireless advocate on behalf of the City of Pearsall who endeavored to improve the community; and

WHEREAS, in recognition of such contributions made by Jose G. “Pepe” Trevino to the City of Pearsall, the City Council of the City of Pearsall desires to name the City Hall Building in his honor; **NOW**,

THEREFORE, IT IS HEREBY RESOLVED, DECLARED AND ORDERED that the City Hall Building is named in honor of Jose G. “Pepe” Trevino in recognition of his contributions to the City of Pearsall and is to be known now and hereafter as Jose G. “Pepe” Trevino City Hall Building.

DULY PASSED and APPROVED on the 9th day of June, 2020.

CITY OF PEARSALL, TEXAS

Mary Moore, Mayor

ATTEST:

Krystal Garcia, City Secretary

City Council Agenda

Approved for Agenda:
FR
City Manager's Office

MEETING DATE: 06/9/20

TO: City Council

FROM: Federico Reyes, City Manager

SUBJECT: Discuss and consider authorizing the City Manager to enter into an agreement with Young Professional Resources (YPR) Engineering for on-call Engineering and Surveying Services

Purpose:

The city council authorized the City Manager to award and negotiate an agreement for on-call engineering and surveying services with YPR Engineering. YPR Engineering has agreed to the attached agreement. Fee structure and scope of work will be established on a per project basis.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

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

Discussion:

None at this time

CITY OF PEARSALL AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT made and entered into this 9th day of June, 2020 by and between City of Pearsall, Texas (hereinafter "OWNER"), and Young Professional Resources (hereinafter "ENGINEER").

OWNER and ENGINEER wish to enter into an AGREEMENT (hereinafter "AGREEMENT") for the furnishing of services in connection with the City of Pearsall's Request for Qualifications for Professional On-Call Engineering Services for any OWNER project; and

The parties agree as follows:

SECTION 1-GENERAL

1.1. The services required under this AGREEMENT shall be set forth in one or more Task Orders issued by OWNER to ENGINEER as required by the needs of OWNER. In performance of these services, ENGINEER shall provide qualified and licensed personnel. Task Orders shall include designation of a Project Manager and, if required by OWNER, a list of proposed personnel. ENGINEER shall promptly notify OWNER of any changes in the ENGINEER's initial organizational chart provided to OWNER.

1.2. It is intended that each additional sequentially numbered Task Order setting forth ENGINEER's Services, Time of Performance, and Payment, or any other conditions, shall become a supplement to and a part of this AGREEMENT.

1.3. ENGINEER shall provide OWNER with separate invoices for each Task Order authorized unless otherwise directed by OWNER.

SECTION 2- PAYMENT

2.1. Compensation shall be set forth in each task order issued by OWNER in accordance with Section 1 of this AGREEMENT.

2.2. ENGINEER shall submit invoices to OWNER once per month. Invoices shall be prepared in such form and supported by documentation as OWNER may reasonably require and in compliance with OWNER's requirements. Invoices must include OWNER's Task Order number.

2.3. Final payment of any balance will be made upon completion of ENGINEER's services and acceptance by OWNER.

SECTION 3 - TIME OF PERFORMANCE

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

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

SECTION 4 - LEGAL RELATIONS

4.1 ENGINEER is for all purposes an independent contractor. In no event shall ENGINEER or any personnel retained by the ENGINEER be deemed to be an agent or employee of OWNER or engaged by OWNER for the account of or on behalf of OWNER. Full control of means and methods of work including provisions for required safety precautions shall be the responsibility of ENGINEER.

4.2 ENGINEER shall be responsible to the level of competency presently maintained by other practicing professional consultants performing the same or similar work in the state of Texas and where the project is located.

4.3 ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold harmless OWNER, its officers, directors, employees and other subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by ENGINEER's negligent performance of professional services under this AGREEMENT and that of anyone for whom ENGINEER is legally liable. OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless ENGINEER, its officers, directors, and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by OWNER's negligent acts in connection with any project or anyone for whom OWNER is legally liable.

4.4 In the event of legal action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amount for fees, costs and expenses, including attorney's fees, as may be set by the court or the actual costs incurred by the prevailing party if the dispute does not reach final judgment.

4.5 ENGINEER shall not make, sublet or assign any of the services covered by this AGREEMENT, except with the prior written approval of OWNER and in compliance with the terms, provisions and conditions of the AGREEMENT.

4.6 ENGINEER shall, upon request and without cost, provide OWNER all pertinent books, documents, papers and records including electronic data of ENGINEER involving transactions related to this AGREEMENT.

4.7 If any project involves construction of any kind, the parties agree that OWNER and ENGINEER shall be indemnified to the fullest extent permitted by law for all claims, damages, losses and expense including attorney's fees arising out of or resulting from construction contractor's performance of work including injury to any worker on the job site except for the sole negligence of OWNER OR ENGINEER. OWNER AND ENGINEER shall be named as

additional primary insured(s) by the construction contractor's General liability and Builders All Risk insurance policies without offset and all Construction Documents and insurance certificates shall include wording acceptable to the parties herein with reference to such provisions.

SECTION 5 -INSURANCE

5.1 Business Insurance. ENGINEER shall maintain, at its own expense, 1) Workers' Compensation and Employer's Liability pursuant to state law, and 2) Commercial General Liability and Automobile Liability with limits at or above that which is reasonably required of other firms in the industry for their protection and management of business risks. If requested, ENGINEER shall promptly furnish to OWNER insurance certificates evidencing such.

5.2 Professional Liability Insurance. A current Professional Liability insurance certificate providing minimum limits of \$1,000,000 is required. ENGINEER shall attach the certificate to the signed AGREEMENT before returning to OWNER. This AGREEMENT is not final and invoices cannot be paid until a Professional Liability insurance certificate is received.

SECTION 6 - INDEPENDENT INVESTIGATIONS

6.1. ENGINEER has reviewed the services required under the AGREEMENT and has made his own investigation concerning the services. ENGINEER has determined that it has sufficient information to enter into the AGREEMENT and perform the services called for. ENGINEER agrees and acknowledges that OWNER has made no representations or warranties concerning the services provided and that ENGINEER has relied solely upon its own review and investigation prior to entering into this AGREEMENT.

SECTION 7 -TERMINATION OF AGREEMENT

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

SECTION 8 - ENTIRE AGREEMENT

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

SECTION 9 - REQUIRED PROVISIONS

9.1 ENGINEER shall exercise the usual and customary professional care in its efforts to

comply with applicable laws, codes and regulations in effect as of the date of this AGREEMENT. Design changes made necessary by laws, codes and regulations enacted after the date of this AGREEMENT shall entitle ENGINEER to an equitable adjustment in time of performance and in compensation.

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

A. Text Documents - in Microsoft Word, technical reports specified to be in accordance with OWNER's format, AND as collated, multi-page, full text searchable PDF format. Text documents shall have all tables, figures, photographs, drawings and appendices converted and included in the PDF file.

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

- a. Image only PDF.
- b. 200 to 400 dpi scanning resolution.
- c. One PDF file per drawing set (not per drawing).
- d. Electronically stored and delivered on CD ROM or DVD

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

SECTION 10 - GOVERNING LAW

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

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

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
Duly authorized representatives of the parties have signed in confirmation of this AGREEMENT, with effective date the day and year first above written.

ENGINEER

City of Pearsall, Texas

By: _____
Principal _____
Firm _____
Address 1 _____
Address 2 _____
City, State, Zip _____

By: _____
Federico Reyes, Jr.
City Manager
City of Pearsall
215 S. Ash Street
Pearsall, Texas 78061

ATTEST

Krystal Garcia, City Clerk

APPROVED AS TO FORM

Bobby Maldonado, City Attorney

TASK ORDER NO. ____

**City of Pearsall
and
Young Professional Resources**

This Task Order is issued by the City of Pearsall (OWNER) and accepted by ENGINEER pursuant to the mutual promises, covenants and conditions contained in the AGREEMENT FOR PROFESSIONAL SERVICES between the above named parties dated the ____ day of June, 2020.

PURPOSE

The purpose of this Task Order is to set forth the requirements, schedule, and payment associated with ENGINEER's tasks in accordance with the Agreement between OWNER and ENGINEER.

ENGINEER'S SERVICES

General: ENGINEER's services to be provided under this Task Order include Basic and Additional Services outlined below:

Basic Services:

Additional Services

Special Services

TIME OF PERFORMANCE

Time is of the essence. All work under this Task Order shall be completed by ENGINEER on or before the dates indicated in the following table.

Task	Completion Date
------	-----------------

BASIC	Date Here
ADDITIONAL	Date Here
SPECIAL	Date Here

PAYMENT

Payment to ENGINEER will be made in accordance with the following:

Payment for Basic Services: OWNER will pay ENGINEER a fee for providing for all “Basic Services” authorized in accordance with the following table. The fees for Basic Services will not exceed those identified in the table below and will be full and total compensation for all services outlined in this Task Order under “Basic Services.” ENGINEER’s invoicing shall comply with the provisions of the Agreement between OWNER and ENGINEER. OWNER reserves the right to pay ENGINEER a fixed fee for Basic Services at OWNER’S discretion.

In the alternative, OWNER reserves the right to pay ENGINEER based on an Hourly Rate schedule negotiated by the parties.

Fee for Additional Services: Fees for Additional Services shown in the following table are an **allowance** for potential services to be provided as part of the project, and are subject to modification by OWNER based on the actual needs of the project. Work will not begin on any Additional Services until requested in writing by ENGINEER, and until written authorization to proceed with the additional services is provided by OWNER. Additional Services shall be itemized in sufficient detail by line-item, category, services to be performed and cost. OWNER reserves the right to pay ENGINEER a fixed fee for Additional Services at OWNER’S discretion.

FEE BREAKDOWN FOR SERVICES BY ENGINEER	
BASIC SERVICES	FEE
SUBTOTAL BASIC SERVICES:	
ADDITIONAL SERVICES	
SUBTOTAL ADDITIONAL SERVICES:	

EFFECTIVE DATE

This Task Order No. ____ is effective as of the ____ day of _____, 2020.

Duly authorized representatives of OWNER and ENGINEER have executed this Task Order No. ____ evidencing its issuance by OWNER and acceptance by ENGINEER.

ENGINEER

City of Pearsall, Texas

By: _____
Name _____
Title _____
Firm _____
Address _____
City, State, Zip _____

By: _____
Federico Reyes, Jr.
City Manager
City of Pearsall
215 S. Ash Street
Pearsall, Texas 78061

City Council Agenda

Approved for Agenda:
FR
City Manager's Office

MEETING DATE: 06/9/20

TO: City Council

FROM: Federico Reyes, City Manager

SUBJECT: Discuss and consider authorizing the City Manager to enter into an agreement with CDM Smith Engineering for on-call Engineering and Surveying Services

Purpose:

The city council authorized the City Manager to award and negotiate an agreement for on-call engineering and surveying services with CDM Smith. CDM Smith has agreed to the attached agreement. Fee structure and scope of work will be established on a per project basis.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

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

Discussion:

None at this time

TASK ORDER NO. ____

**City of Pearsall
and
CDM Smith**

This Task Order is issued by the City of Pearsall (OWNER) and accepted by ENGINEER pursuant to the mutual promises, covenants and conditions contained in the AGREEMENT FOR PROFESSIONAL SERVICES between the above named parties dated the ____ day of June, 2020.

PURPOSE

The purpose of this Task Order is to set forth the requirements, schedule, and payment associated with ENGINEER's tasks in accordance with the Agreement between OWNER and ENGINEER.

ENGINEER'S SERVICES

General: ENGINEER's services to be provided under this Task Order include Basic and Additional Services outlined below:

Basic Services:

Additional Services

Special Services

TIME OF PERFORMANCE

Time is of the essence. All work under this Task Order shall be completed by ENGINEER on or before the dates indicated in the following table.

Task	Completion Date
------	-----------------

BASIC	Date Here
ADDITIONAL	Date Here
SPECIAL	Date Here

PAYMENT

Payment to ENGINEER will be made in accordance with the following:

Payment for Basic Services: OWNER will pay ENGINEER a fee for providing for all “Basic Services” authorized in accordance with the following table. The fees for Basic Services will not exceed those identified in the table below and will be full and total compensation for all services outlined in this Task Order under “Basic Services.” ENGINEER’s invoicing shall comply with the provisions of the Agreement between OWNER and ENGINEER. OWNER reserves the right to pay ENGINEER a fixed fee for Basic Services at OWNER’S discretion.

In the alternative, OWNER reserves the right to pay ENGINEER based on an Hourly Rate schedule negotiated by the parties.

Fee for Additional Services: Fees for Additional Services shown in the following table are an **allowance** for potential services to be provided as part of the project, and are subject to modification by OWNER based on the actual needs of the project. Work will not begin on any Additional Services until requested in writing by ENGINEER, and until written authorization to proceed with the additional services is provided by OWNER. Additional Services shall be itemized in sufficient detail by line-item, category, services to be performed and cost. OWNER reserves the right to pay ENGINEER a fixed fee for Additional Services at OWNER’S discretion.

FEE BREAKDOWN FOR SERVICES BY ENGINEER	
BASIC SERVICES	FEE
SUBTOTAL BASIC SERVICES:	
ADDITIONAL SERVICES	
SUBTOTAL ADDITIONAL SERVICES:	

EFFECTIVE DATE

This Task Order No. ____ is effective as of the ____ day of _____, 2020.

Duly authorized representatives of OWNER and ENGINEER have executed this Task Order No. ____ evidencing its issuance by OWNER and acceptance by ENGINEER.

ENGINEER

City of Pearsall, Texas

By: _____
Name _____
Title _____
Firm _____
Address _____
City, State, Zip _____

By: _____
Federico Reyes, Jr.
City Manager
City of Pearsall
215 S. Ash Street
Pearsall, Texas 78061

CITY OF PEARSALL AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT made and entered into this 9th day of June, 2020 by and between City of Pearsall, Texas (hereinafter "OWNER"), and CDM Smith Inc. (hereinafter "ENGINEER").

OWNER and ENGINEER wish to enter into an AGREEMENT (hereinafter "AGREEMENT") for the furnishing of services in connection with the City of Pearsall's Request for Qualifications for Professional On-Call Engineering Services for any OWNER project; and

The parties agree as follows:

SECTION 1-GENERAL

1.1. The services required under this AGREEMENT shall be set forth in one or more Task Orders issued by OWNER to ENGINEER as required by the needs of OWNER. In performance of these services, ENGINEER shall provide qualified and licensed personnel. Task Orders shall include designation of a Project Manager and, if required by OWNER, a list of proposed personnel. ENGINEER shall promptly notify OWNER of any changes in the ENGINEER's initial organizational chart provided to OWNER.

1.2. It is intended that each additional sequentially numbered Task Order setting forth ENGINEER's Services, Time of Performance, and Payment, or any other conditions, shall become a supplement to and a part of this AGREEMENT.

1.3. ENGINEER shall provide OWNER with separate invoices for each Task Order authorized unless otherwise directed by OWNER.

SECTION 2- PAYMENT

2.1. Compensation shall be set forth in each task order issued by OWNER in accordance with Section 1 of this AGREEMENT.

2.2. ENGINEER shall submit invoices to OWNER once per month. Invoices shall be prepared in such form and supported by documentation as OWNER may reasonably require and in compliance with OWNER's requirements. Invoices must include OWNER's Task Order number. Invoices will be paid within thirty days of receiving an acceptable invoice, or within seven days of fund reimbursement from the Texas Water Development Board (TWDB), if TWDB funding programs are utilized.

2.3. Final payment of any balance will be made upon completion of ENGINEER's services and acceptance by OWNER.

SECTION 3 - TIME OF PERFORMANCE

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

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

SECTION 4 - LEGAL RELATIONS

4.1 ENGINEER is for all purposes an independent contractor. In no event shall ENGINEER or any personnel retained by the ENGINEER be deemed to be an agent or employee of OWNER or engaged by OWNER for the account of or on behalf of OWNER. Full control of means and methods of work including provisions for required safety precautions shall be the responsibility of ENGINEER.

4.2 ENGINEER shall be responsible to the level of competency presently maintained by other practicing professional consultants performing the same or similar work in the state of Texas and where the project is located.

4.3 ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold harmless OWNER, its officers, directors, employees and other subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by ENGINEER's negligent performance of professional services under this AGREEMENT and that of anyone for whom ENGINEER is legally liable. OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless ENGINEER, its officers, directors, and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by OWNER's negligent acts in connection with any project or anyone for whom OWNER is legally liable.

4.4 In the event of legal action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, ~~the losing each party shall pay the prevailing party such reasonable amount for be responsible for paying their own~~ fees, costs and expenses, including attorney's fees, ~~as may be set by the court or the actual costs incurred by the prevailing party if the dispute does not reach final judgment.~~

4.5 ENGINEER shall not make, sublet or assign any of the services covered by this AGREEMENT, except with the prior written approval of OWNER and in compliance with the terms, provisions and conditions of the AGREEMENT.

4.6 ENGINEER shall, upon request and without cost, provide OWNER all pertinent books, documents, papers and records including electronic data of ENGINEER involving transactions related to this AGREEMENT.

4.7 If any project involves construction of any kind, the parties agree that OWNER and ENGINEER shall be indemnified to the fullest extent permitted by law for all claims, damages, losses and expense including attorney's fees arising out of or resulting from construction

contractor's performance of work including injury to any worker on the job site except for the sole negligence of OWNER OR ENGINEER. OWNER AND ENGINEER shall be named as additional primary insured(s) by the construction contractor's General liability and Builders All Risk insurance policies without offset and all Construction Documents and insurance certificates shall include wording acceptable to the parties herein with reference to such provisions.

SECTION 5 -INSURANCE

5.1 Business Insurance. ENGINEER shall maintain, at its own expense, 1) Workers' Compensation and Employer's Liability pursuant to state law, and 2) Commercial General Liability and Automobile Liability with limits at or above that which is reasonably required of other firms in the industry for their protection and management of business risks. If requested, ENGINEER shall promptly furnish to OWNER insurance certificates evidencing such.

5.2 Professional Liability Insurance. A current Professional Liability insurance certificate providing minimum limits of \$1,000,000 is required. ENGINEER shall attach the certificate to the signed AGREEMENT before returning to OWNER. This AGREEMENT is not final and invoices cannot be paid until a Professional Liability insurance certificate is received.

SECTION 6 - INDEPENDENT INVESTIGATIONS

6.1. ENGINEER has reviewed the services required under the AGREEMENT and has made his own investigation concerning the services. ENGINEER has determined that it has sufficient information to enter into the AGREEMENT and perform the services called for. ENGINEER agrees and acknowledges that OWNER has made no representations or warranties concerning the services provided and that ENGINEER has relied solely upon its own review and investigation prior to entering into this AGREEMENT.

SECTION 7 -TERMINATION OF AGREEMENT

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

SECTION 8 - ENTIRE AGREEMENT

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

SECTION 9 - REQUIRED PROVISIONS

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

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

A. Text Documents - in Microsoft Word, technical reports specified to be in accordance with OWNER's format, AND as collated, multi-page, full text searchable PDF format. Text documents shall have all tables, figures, photographs, drawings and appendices converted and included in the PDF file.

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

- a. Image only PDF.
- b. 200 to 400 dpi scanning resolution.
- c. One PDF file per drawing set (not per drawing).
- d. Electronically stored and delivered on CD ROM or DVD

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

SECTION 10 - GOVERNING LAW

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

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

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
Duly authorized representatives of the parties have signed in confirmation of this AGREEMENT, with effective date the day and year first above written.

ENGINEER

City of Pearsall, Texas

By: _____
Principal _____
Firm _____
Address 1 _____
Address 2 _____
City, State, Zip _____

By: _____
Federico Reyes, Jr.
City Manager
City of Pearsall
215 S. Ash Street
Pearsall, Texas 78061

ATTEST

Krystal Garcia, City Clerk

APPROVED AS TO FORM

Bobby Maldonado, City Attorney

City Council Agenda

Approved for Agenda:
FR
City Manager's Office

MEETING DATE: 06/09/20

TO: City Council

FROM: Federico Reyes, City Manager

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

Purpose:

With city council approval, the attached RFQ will be a solicitation for property appraisal services for the City of Pearsall. Appraisal services be utilized on an “as needed” basis sell real property, acquire easements, both permanent and temporary, and right of way acquisition.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

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

Discussion:

None at this time



Request for Qualifications for Appraisal Services

The City of Pearsall is seeking statements of qualifications from firms interested in providing Property Appraisal Services on an "as needed" basis. The services to be performed are required to determine fair market value associated with disposal of land, acquisition of real property (temporary or permanent) easement acquisition for the construction of improvements, and right-of-way acquisition for road construction, as specified by the City. The services may be requested by the City on a project-to-project basis. Generally, the selected Appraiser(s) will be expected to perform the services in accordance with the Scope of Services and in accordance with the requirements of this solicitation. The qualified firm selected is expected to have a sufficient level of resources and expertise to carry out the scope of service.

SCOPE OF SERVICES

I. The City, through the course of routine construction activities frequently needs to acquire easements, both temporary and permanent, on private property. In some cases, the City must acquire ownership of all or a portion of certain parcels of land necessary for the installation of improvements. Individuals who are requested to provide services under this RFQ would be required to develop the fair market value associated with land and/or easement acquisition.

II. As the City continues to develop, there will also be the need to construct new facilities and occasionally sell real property no longer deemed suitable for the benefit of the municipality. The City will require an appraisal of the fair market value of its property in order to facilitate the appropriate means of disposal.

III. There is no representation as to the number of appraisals to be performed during any given time period. These tasks will be assigned on an "as-needed" basis.

IV. The firm selected as a result of the RFQ will be asked to provide a price for specific appraisal services at specific location(s) as services are required by the City. The request for service will specify the work to be done and the scheduled completion date of the work. The response to the request for service shall include:

- Detailed description of work to be performed
- Estimate of work hours and associated cost to accomplish the specified work
- Not to exceed total cost to accomplish the specified work
- Duration of work from start to completion

V. Contractor shall designate a single point of contact within the Contractor's organization to which the City can look for timely resolutions of any issues which may arise related to Contractor's work in performance of assigned projects.

VI. Consultants shall generally be on an aggressive schedule to produce documents after project assignment. Time is of the essence for performance, as projects may be funded through various sources with specific timeframes for submission of documents.

VII. Contractor shall accept no assigned projects in which, either principals and/or employees of the Contractor, as well as family of principals and/or employees,

directly or indirectly, have a financial or personal interest in or to any tract, piece or parcel of land included within the limits of a particular parcel or project requiring appraisal services.

VIII. Contractor shall accept assigned project from the City, regardless of size or value of property concerned and provide expeditious service to meet City requirements and timelines.

QUALIFICATIONS

The Statement of Qualifications should include and will be scored on the following criteria:

1. Resumes of at least one professional with a minimum of five (5) years experience in the development, management and oversight of the requested services described above; (20 points)
2. Contractor must be State Certified General Real Estate Appraisers certified by the Texas Appraiser Licensing and Certification Board. (40 points)
3. References including municipal, regional, state or federal clients and project descriptions and client contact information and work performed; (20 points)
4. Availability of key personnel and ability to commit their time throughout the life of agreement; (20 points)

SELECTION

The City may select more than one firm for on-call services. The City will make its selection from those responding to this RFQ. If deemed necessary by the City, interviews with the firms deemed most qualified may be conducted. Once the selections are made, the chosen firms will be requested to submit a detailed scope of work and fee schedule or cost estimate for each project they are selected to perform for the City. If a mutually satisfactory agreement cannot be reached with the selected professional, negotiations will be terminated with that firm and the negotiation process may be initiated with the next most qualified firm. The process may be repeated until a mutually satisfactory agreement is reached. The City maintains the right to terminate the selection process at any time if they feel it is in the best interest of the city. At such time as an agreement is reached, City staff will make a recommendation to the City Council to execute a contract pursuant to the agreement and subject to the availability of funding. The City reserves the right to accept or reject any or all proposals and to accept what in the judgment of the Mayor and City Council is the most advantageous proposal. Firms are encouraged to partner up if they do not provide all professional services requested.

SUBMITTAL

Three (3) copies of the Statement of Qualifications should be submitted. The submittal should not include fees or any other cost estimates. The entire qualification package cannot be no more than 15, one-sided pages (resumes do not count towards total number of pages). The total page number shall include all corporate brochures and materials that may be submitted with the Statement of Qualifications. Failure to include requested information in the qualifications package or follow the format guidelines included herein shall be grounds for disqualification from consideration.

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

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

Only timely submittals received will be considered.

WAIVER

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

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

1. THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY STATEMENT OF QUALIFICATIONS.
2. WAVIER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE STATEMENT OF QUALIFICATIONS OR THE CONTRACT DOCUMENTS.
3. ACCEPTANCE OR REJECTION OF ANY STATEMENT OF QUALIFICATION.
4. AWARD OF CONTRACT.

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

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

B. WAIVER OF ATTORNEY FEES

BY SUBMITTING A STATEMENT OF QUALIFICATIONS, EACH SUBMITTER AGREES TO WAIVE AND DOES HEREBY WAIVE ANY CLAIM THE SUBMITTER HAS OR MAY HAVE AGAINST THE CITY AND/OR ITS RESPECTIVE EMPLOYEES AND REPRESENTATIVES, FOR THE AWARD OF ATTORNEY FEES, ARISING OUT OF OR IN CONNECTION WITH THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY STATEMENT OF QUALIFICATIONS, WAIVER OF ANY REQUIREMENTS UNDER THIS RFP, ACCEPTANCE OR REJECTION OF ANY STATEMENT OF QUALIFICATIONS, AND AWARD OF THE CONTRACT. BY SUBMITTING A STATEMENT OF QUALIFICATIONS, THE SUBMITTER SPECIFICALLY WAIVES ANY RIGHT TO RECOVER OR BE PAID ATTORNEY'S FEES FROM THE CITY OR ANY OF THE CITY'S EMPLOYEES AND REPRESENTATIVES UNDER ANY OF THE PROVISIONS

OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE, SECTION 37.001, ET. SEQ., AS AMENDED).

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

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

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

SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

QUESTIONS REGARDING THIS RFQ:

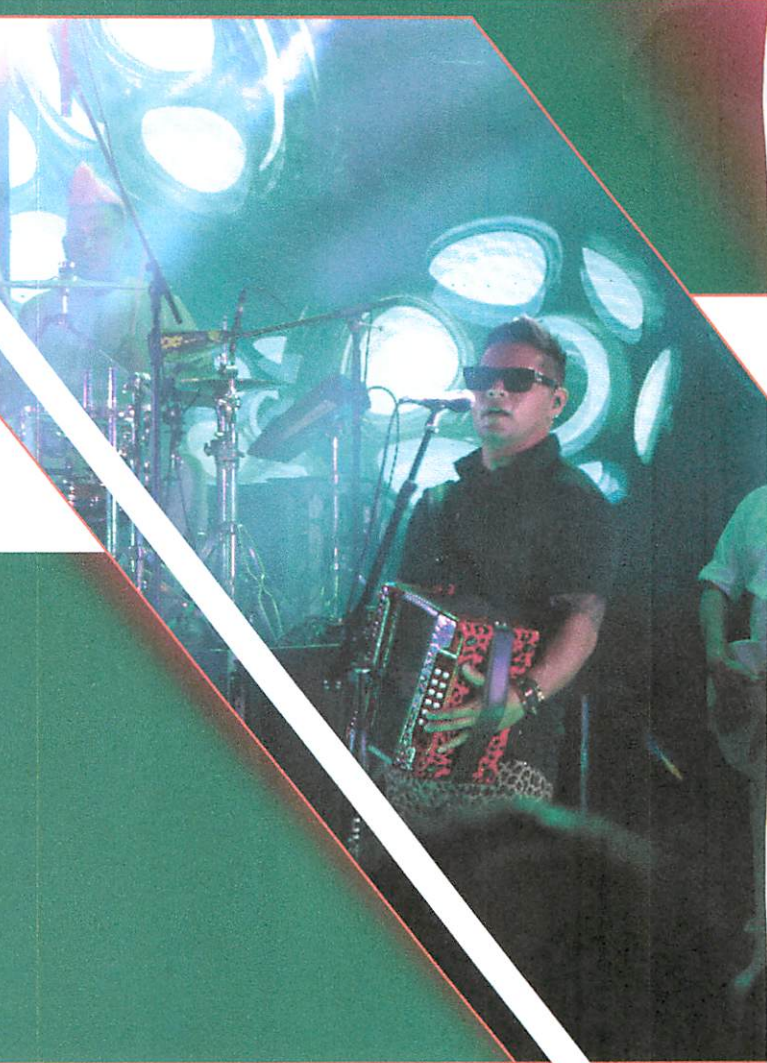
Questions should be directed to:

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

Event Coordinator Proposal

HISPANIC HERITAGE FESTIVAL

MOTORMOUTH ENT. DBA



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

motormouthugtr@yahoo.com

MOTORMOUTH ENTERTAINMENT

PROPOSAL FOR

1ST ANNUAL HISPANIC HERITAGE FESTIVAL

Company Overview

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

PROPOSAL OVERVIEW

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

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

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

The Objective

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

OUR PROPOSAL

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

Execution Strategy

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

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

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

Location: Polo Patino Park

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

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

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

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

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

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

Deposits Required

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

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

QUALIFICATIONS

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

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

CONCLUSION

We look forward to working with the Draft Proposed Budget.

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

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

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

Thank you for your consideration.

ORDINANCENO. 2020-06-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PEARSALL TEXAS SETTING STOP SIGNS AT THE FOLLOWING INTERSECTIONS; SETTING A PENALTY FOR VIOLATIONS; AND REPEALING ORDINANCES IN CONFLICT.

WHEREAS, the City Council of the City of Pearsall, Texas has determined that hazardous conditions exist at the following locations due to a lack of a sufficient traffic control devices;

WHEREAS, the installation of stop signs at these intersections will greatly improve the safety and flow of traffic on these streets; and

WHEREAS, the City Council has the authority under state law and it's home rule charter to authorize the installation of stop signs at these intersections to improve the safety and flow of traffic on these streets;

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

Section 1. To alleviate any hazards and to improve the safety and flow of traffic on the below-named streets, stop signs shall be placed at the following locations under the authority of Chapter 42 Traffic and Vehicles, 42 Art I - In General, Sec 42-3 - Traffic Control Devices, the City of Pearsall Code of Ordinances Appendix A - Street Listings, Sec 1 - Traffic Control Devices: [(1) *Stop intersections.*] and said provisions are hereby amended as follows and as more particularly described in attached Exhibit A:

A. Place two (2) stop signs directing North and South traffic at the intersection of South Bernal Street and West Leona Street, creating a Three-way Stop.

B. Place two (2) stop signs directing North and South traffic at the intersection of South Trevino Street and West Christi Street, creating a Three-way Stop.

Section 2. Persons operating any type of motor vehicle in this area shall observe and obey said stop signs and the penalty for any violation shall be a fine not to exceed \$200.00 and costs of the court as allowed by law.

Section 3. Any ordinances or parts of ordinances in conflict herewith are hereby expressly repealed to the extent of such conflict.

PASSED, ADOPTED AND APPROVED this 9th day of June, 2020.

Mary Moore, Mayor

ATTEST:

Krystal Garcia, City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF PEARSALL POLICE

JUSTICE Is COMING

Chief Pedro O. Salinas
911 Veterans Dr. Pearsall TX 78061

To: Chief Pedro O. Salinas # 740

From: Sgt. Inv. John M. Meyer # 743

Re: Medina Street Traffic Study

Date: May 29th, 2020

I am generating this memorandum regarding your request to have a traffic study conducted on Medina Street in the City of Pearsall. The study was carried out at different period of the day from 05/14/2020 through 05/20/2020 between FM 1581 and Pecan Street. A total of eight (8) separate 20 - 40 minute studies were conducted and the attached chart depicts the number of vehicle traffic logged for each observation period. The studies were conducted during both daylight and evening hours, usually from 8:00 AM until 10:00 PM, and varied daily to obtain a good representation of traffic in this particular area at all times of the day.

No excessive speed was noted.

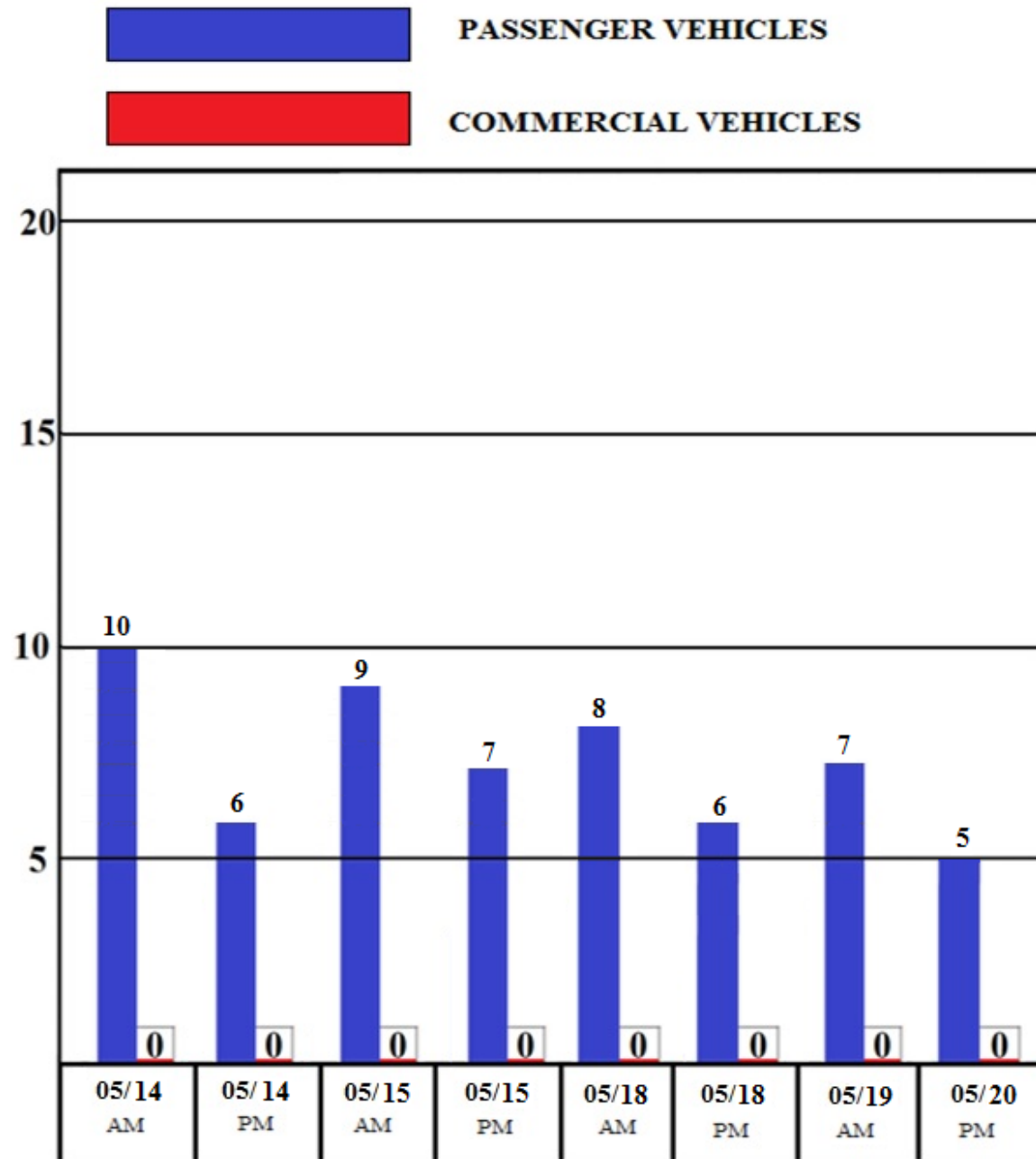
No (0) CMV traffic was noted during any of the observation periods.

During the hours of observation, a total of 58 passenger vehicles were noted, yielding an average of 7.25 vehicles per 30 minute period.

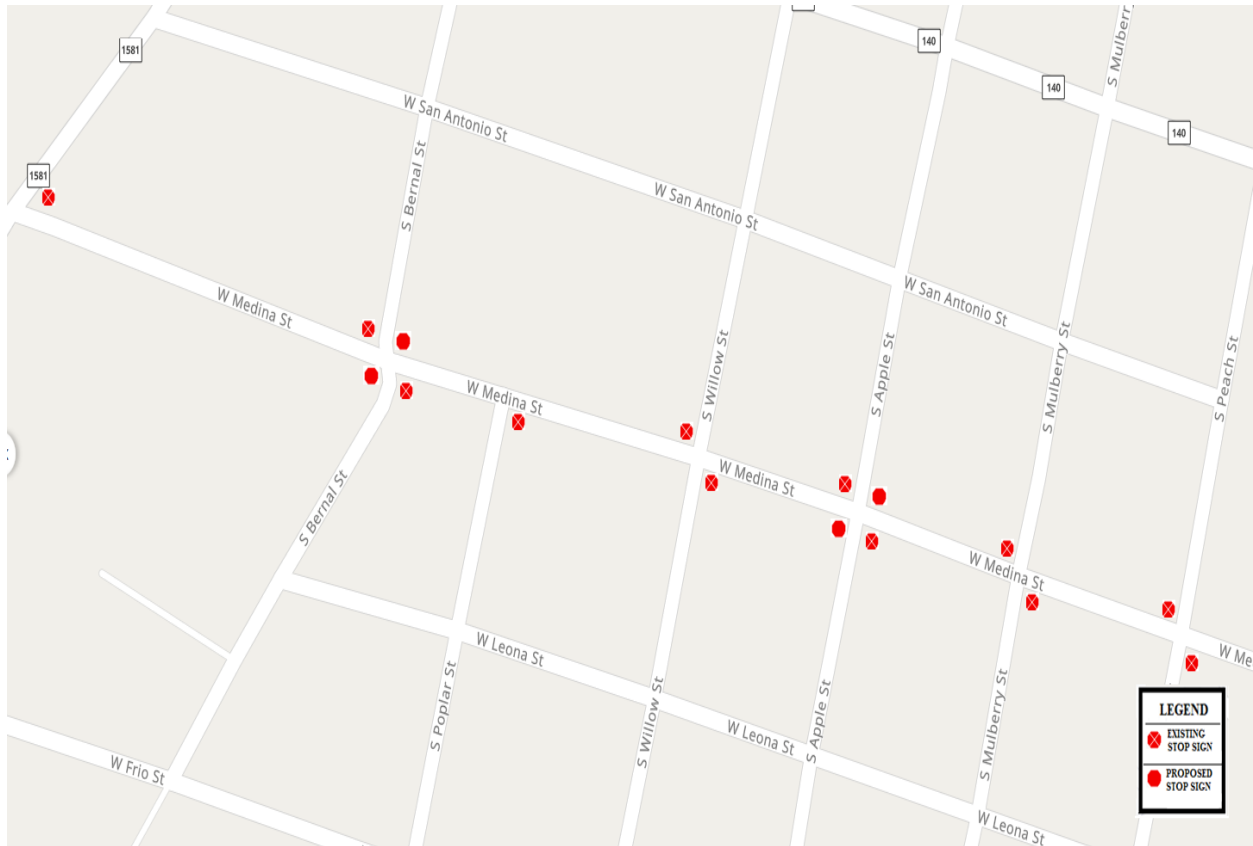
If you need additional information regarding this project, or if I can assist in any other way, please do not hesitate to call on me.

Medina Street Traffic Study

Conducted by the Pearsall Police Department



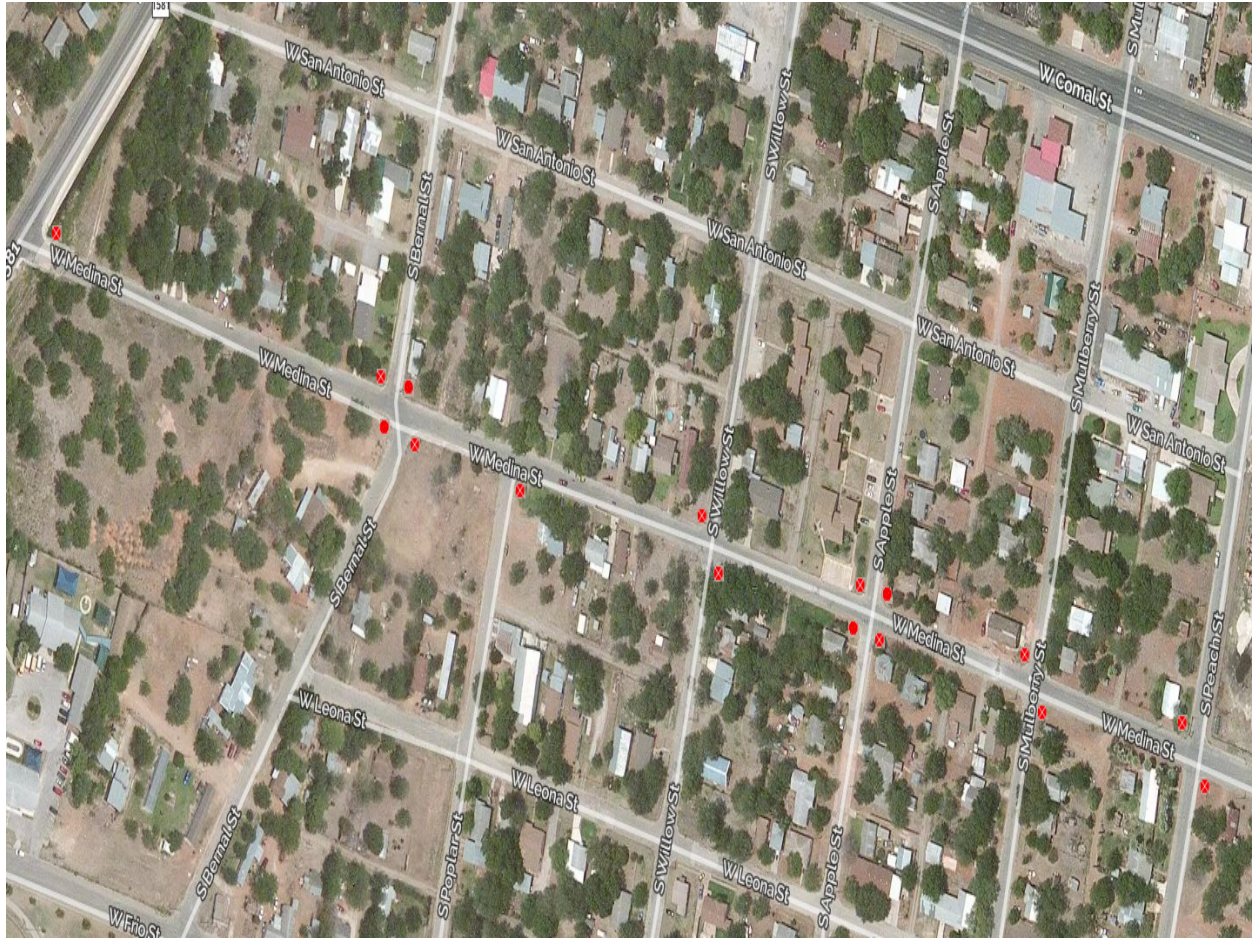
WEST MEDINA STREET PROJECT



NOTES

Places (2) stop signs directing East and West traffic at the intersection of South Bernal Street and West Medina Street, creating a **Four-way Stop**.

Places (2) stop signs directing East and West traffic at the intersection of South Apple Street and West Medina Street, creating a **Four-way Stop**.





Donation Guidelines **City of Pearsall Parks**



APPENDIX B

BENCH, TREE AND PLANT DONATIONS

1. INTRODUCTION

Benches, trees, and a variety of plant materials represent the most popular types of donations to the Parks. Special guidelines shall apply to these donations to help ensure ongoing, equitable donation opportunities for individuals and organizations and to maximize community benefit. All other Donation Policy guidelines shall apply unless otherwise noted herein.

2. BENCH DONATIONS

Special guidelines shall apply to the donation of benches, and recognition of bench donations, as follows:

Bench Catalog

A catalog may be established by the Parks to provide a broad range of consistent, pre-approved bench donation opportunities throughout the park system. Bench locations and types, and donor recognition shall be established as part of the pre-determined catalog in accordance with these guidelines. Bench requests outside the catalog shall be considered but encouraged to utilize approved bench donation opportunities.

Bench Types

All bench designs and specifications shall be subject to Parks review to ensure consistency with the character of the bench location, other nearby site furnishings, and existing planning documents.

Bench Locations

Benches shall be installed at each park site in accordance with the park's respective development plan, master plan, or an approved list of suitable bench locations as developed by the Parks and Recreational Director. All locations shall be subject to Parks review, including on-site investigation of utilities, irrigation, potential conflicts with trees, and other technical or functional factors potentially affected by a new bench installation. Modification of bench locations may be necessary following site investigation. The following general bench location criteria shall be considered in determining bench locations.

- a) Benches shall be located to serve as an appropriate resting place such as at the summit of a steep trail, at an interval along a trail, walkway, or esplanade, at a scenic overlook or other vista point, near playgrounds or other park amenities, and at other special locations. Benches should offer a comfortable place to enjoy the natural, historic, recreational or other features in the area or park.
- b) Benches shall be placed at intervals appropriate to the intended use and scale of the park, or the specific area within the park. For example, benches placed around a lawn area in a community park might be spaced closer than benches placed along the Ridgeline trail. Generally, benches in a natural setting shall be placed at an interval where only one bench at a time can be seen.

Donation Guidelines

City of Pearsall Parks

- c) Benches shall not be placed in a location attracting pedestrian traffic or activity that would damage natural resources, such as in a location to which visitors would make a new path through a pristine or sensitive natural area, or in a location where litter might cause particular maintenance problems. Bench locations shall avoid creating unsafe conditions, such as offering a platform for children to stand on in order to climb a tree, or locations situated close to vehicular traffic lanes or other potential hazards.
- d) Benches shall be placed in locations that offer easy observation from public streets, commonly used facilities, frequented trails, etc. to reduce the likelihood of negative use. Care should be taken to avoid hidden or dark locations that may encourage illegal or inappropriate activities.

Cost of Bench Donation

The cost of bench donations shall follow the guidelines established in the Donation Policy, or as determined through the bench catalog.

Bench Donation Recognition

Unless otherwise specified in the bench catalog, bench donations shall be recognized on the donated bench itself in a method that is subtle, subordinate to the character of the bench, and that avoids interfering with the comfort of the user. Recognition inscriptions shall typically include the words, "A Gift From [donor's name]," for a living donor, group, or organization, and, "In Memory of [person's name]," for a memorial donation. Appropriate methods of recognition include:

- ✓ Engraving in the bench material
- ✓ Metal plate permanently attached, either recessed into the bench material or affixed in a manner that provides a maximum 1/16-inch relief from any bench surface
- ✓ Text die-cast in bench components as provided by a bench manufacturer
- ✓ Metal plate, stone tile, or other engraved material inset into the surface material, typically concrete, to which the bench is permanently affixed, in a manner that provides a maximum of ¼-inch relief from any adjacent surface
- ✓ Maximum type size of any recognition shall be 3/8-inch in height
- ✓ Methods of recognition shall be durable and resistant to vandalism

Maintenance and Duration of Bench Donations

Benches will be maintained according to the Donation Policy.

3. TREE AND PLANT DONATIONS

Special guidelines shall apply to the donation and recognition of trees, shrubs and other living plant material in Parks, as follows:

Special Programs

Special programs may be established by the Parks to provide a broad range of consistent, pre-approved tree and other plant donation opportunities throughout the park system. Tree locations, species, and/or donor recognition may be established as part of the pre-determined program in accordance with these guidelines. Tree and other plant material donation requests outside special programs may be considered, however utilization of pre-approved donation opportunities, including special programs and new park construction, is strongly preferred.

Donation Guidelines

City of Pearsall Parks

Species Selection

Offers of donated plants will be declined if the plants are considered invasive according to Parks staff, or if the plants exhibit characteristics considered incompatible with a public park (e.g. certain plants exhibiting fruit, nuts, thorns, poisonous or allergenic qualities, shallow roots, etc.). In order for a donation to be accepted, trees and other plant species must be determined by the Parks and Recreation Director in conjunction with Parks design and maintenance staff, to be compatible with the general or specific conditions of a proposed location, including climate, soil, solar aspect, air quality, drainage, wind, and other factors.

Location

Donated trees and other plants shall be installed at each park site in accordance with each park's respective concept design, master plan, or as defined by special donation programs. All locations require the prior approval of the Parks and Recreation Director, in conjunction with Parks design and maintenance staff, to ensure compatibility with utilities, irrigation, and other technical or functional factors. Modification of locations may be necessary following site investigation. The following general location criteria shall be considered:

1. Trees and other plants shall be located to provide shade, shelter, wind breaks, physical definition of park areas and facilities, and visual interest. Where possible, trees and plants shall serve multiple functions.
2. Trees and other plants must be located where existing, automated irrigation is available. Existing irrigation must be compatibly zoned for the type of tree or plant donation. If irrigation is not available, the donation amount must include the full cost of extending irrigation services to the desired location, or include a written agreement that the donor shall accept responsibility for watering the tree or plant for an appropriate amount of time by whatever means is agreeable to the Parks Department and available to the donor without the assistance of Parks Staff.
3. Trees and plants shall be located to preserve existing open spaces, unless otherwise specified in an approved concept design or master plan.

Recognition for Donations

Donated plant material shall be recognized with off-site forms of recognition only. Special programs, for example the Main Street Program may allow for exceptions.

Tree Donation Maintenance and Duration

Donated trees located in special program sites (e.g. Main Street Program) will be maintained by the Parks for a maximum period of three (3) years from the date of planting. During that establishment period, trees in special program sites will be replaced if stolen, vandalized, or are found by Parks staff to be in a non-reversible decline in health. No agreement will be made by the Parks Department regarding pruning, grafting, or specialized treatment of donated trees. The Parks Department will accept no responsibility for maintenance or replacement of donated trees that are not watered by an automated irrigation system, and/or where a donor has agreed to accept responsibility for watering the tree.

Donation Guidelines

City of Pearsall Parks

Various species of trees exhibit different growth patterns, including periods of dormancy, and may react negatively to environmental stress factors beyond the control of Parks staff. If a tree shows potential for a healthy recovery, Parks staff may elect not to remove and replace the tree in favor of close monitoring for continued health.

If a donor wishes to pay for replacement of a declining tree after the three-year maintenance period, it may be allowed at full replacement cost according to Donation Policy Section 4c. If the original cost of purchase included a percentage for an organized fundraising campaign or maintenance fund, or for the extension of irrigation, those fees shall be excluded from the cost of the replacement tree.

Plant Donation Maintenance and Duration

No agreement will be made by the Parks for the replacement of donated, living plants with the exception of trees. Donated plants other than trees that decline or die at any time after installation may or may not be replaced, as determined by Parks staff to be in the best interest of the public.

Notice of Change or Removal

Due to continually changing and evolving landscaping needs in parks, any donation of trees or other plant material shall be made with the understanding that it may become necessary in the future to remove donated items from specific locations. Notification of the donor regarding changes will be made only if a donation is marked by on-site recognition.

Special Circumstances

Typically, donated trees and other plants that need to be dug and transported will not be accepted. Exceptions may be made in cases where the plant has high historic value and a reasonable chance of surviving transplant shock. Trees and other plants that remain from holiday decorations will not be accepted.

Quality of Materials

All plant donations that have been approved shall be pre-inspected for quality by Parks staff prior to delivery if possible, or upon delivery prior to installation. Plant materials that are root-bound, have been held over, are in otherwise poor condition or exhibit poor growth characteristics, or that do not meet City standards, will not be accepted.



City of Pearsall
Parks & Recreation Department
Tree and Memorial Bench Donation Form



Name: _____
Address: _____ City _____ State _____ Zip _____
Cell: _____ Home Phone: _____ Email: _____

Type of Donation (please circle): Tree Bench

Park Location Selection (optional): _____

**Centennial
Park**

Moreno Park

**Polo Patino
Park**

**Victor Vinton
Sports Complex**

Preferred Date of Installation (optional): _____

Plaque Inscription (benches only): Must be 51 characters/letters or less, including spaces. Please place only one character or space in each square. The size of the plaque is 2x10.

Costs:

1. Tree: \$350.00 (for 6' conifer or 2" diameter balled in burlap tree; includes costs of purchase, delivery and installation)*
2. Bench: \$3,200.00 (includes all costs of purchase, delivery and installation, and poured concrete slab)*

Total Payment Enclosed: \$ _____ Please make checks payable to "City of Pearsall". Thank you!

Please read the attached City of Pearsall Parks & Recreation Legacy in the Park Tree and Memorial Bench Donation Program information. Your signature below indicates agreement with the donation program guidelines.

Donor Signature _____ Date _____

If you have any questions, please contact us at 830-334-3676 or at the address below. Ordering and shipping of a tree or bench may take 6-8 weeks.

*All donations are tax deductible.

Please mail forms and check to: City of Pearsall, Attn: Parks & Recreation Department., 315 South Ash Street, Pearsall, TX 78061 *



City of Pearsall
Parks & Recreation Department
Legacy in the Park
Tree and Memorial Bench Donation Program



Thank you for considering the donation of a tree or park bench to the City of Pearsall. Below is some information on how trees and benches are added to our community.

TREES

City staff plant trees in the spring and fall. All trees conform to city standards for new tree plantings (2" caliper for deciduous trees or 6' tall for conifer trees), and are planted during normal business hours. In order to preserve the landscape of all parks, no plaques, markers or signage are installed with trees. Donors, with guidance from city staff, select the park and type of tree best suited for the donation. The city guarantees tree survival for one year after installation date and protects all deciduous trees with a plastic tree guard.

The city provides all donors with a certificate commemorating the tree donation. Please note that the City of Pearsall Parks & Recreation Department Tree & Memorial Bench Donation form and payment must be completed and on file with the city before the tree is ordered.

BENCHES

Public benches are used by everyone! Bench locations are chosen with donor preference and park needs taken into account. Benches are installed from June to October. The bench style used is DuMor metal with an inlaid bronze plaque created with the donor's inscription as stated on the Tree and Memorial Bench Donation form. Great care is taken to maintain city benches. However, should a bench become damaged beyond simple repairs; the city reserves the right to remove the bench.

The city provides all donors with a certificate commemorating the bench donation. Please note that the City of Pearsall Parks & Recreation Department Tree and Memorial Bench Donation form and payment must be completed and on file with the city before the bench is ordered.

Please do not hesitate to contact the Pearsall Parks & Recreation Department if you have any questions about the tree and bench donation program. We may be reached at 830-334-3676.

Thank you for your donation to our public parks!