

# AGENDA

## CITY OF PEARLAND ♦ CITY COUNCIL

JUNE 27, 2016

6:30 p.m.

**MAYOR**  
**Tom Reid**

**Tony Carbone**  
**Mayor Pro-Tem**  
**Position No. 1**

### COUNCIL MEMBERS

**Derrick Reed**  
**Position No. 2**



**Gary Moore**  
**Position No. 3**

**Keith Ordeneaux**  
**Position No. 4**

**Greg Hill**  
**Position No. 5**

**Trent Perez**  
**Position No. 6**

**Jon R. Branson**  
**Deputy City Manager**

**Clay Pearson**  
**City Manager**

**Trent Epperson**  
**Assistant City Manager**

**Darrin Coker**  
**City Attorney**

**Young Lorfing, TRMC**  
**City Secretary**

In accordance with the Texas Open Meeting Act the Agenda is posted for public information, at all times, for at least 72 hours preceding the scheduled time of the meeting on the bulletin board located at the front entrance of the City Hall, 3519 Liberty Drive.



**RECOGNITION AND AWARDS NOTICE**

**The Mayor will be presenting the following:**

1. Reception for Re-Elected Councilmember Tony Carbone Position No. 1, Councilmember Greg Hill Position No.5, and Newly Elected Trent Perez Councilmember Position No.6.
2. A Presentation of Proclamation proclaiming the Month of July, 2016 As National Parks and Recreation Month to be accepted by Chris Orlea and Staff.

**Monday, June 27, 2016  
 6:15 p.m.  
 Council Chambers  
 3519 Liberty Drive  
 Pearland, Texas 77581**

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**CITY COUNCIL AGENDA  
 CITY OF PEARLAND  
 REGULAR COUNCIL  
 MEETING**

**MONDAY, JUNE 27, 2016 6:30 P.M.  
 COUNCIL CHAMBERS | PEARLAND CITY HALL | 3519 LIBERTY  
 DRIVE 281.652.1600**

- I. CALL TO ORDER**
- II. INVOCATION AND THE PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA FLAG AND TEXAS FLAG**
- III. ROLL C A L L : Mayor Reid, Mayor Pro-Tem Carbone, Councilmembers Moore, Reed, Ordeneaux, and Hill.**

**IV. CITIZEN COMMENTS:** In order to hear all citizen comments at a reasonable hour, the City Council requests that speakers respect the three-minute time limit for individual comments and the five-minute time limit for an individual speaking on behalf of a group. This is not a question-answer session, however, it is an opportunity to voice your thoughts with City Council.

**V. PUBLIC HEARING:** None

**VI. CONSENT AGENDA:**

All items listed under the “Consent Agenda” are considered to be routine and require little or no deliberation by the City Council. These items will be enacted/approved by one motion unless a councilmember requests separate action on an item, in which event the item will be removed from the Consent Agenda and considered by separate action (*VI. matters removed from Consent Agenda*). Approval of the Consent Agenda enacts the items of legislation.

**A. Consideration and Possible Action – Approval of Minutes:**

1. Minutes of the June 13, 2016, Regular Meeting held at 6:30 p.m.

**B. Consideration and Possible Action – Second and Final Reading of Ordinance No. 2000M-147** - An Ordinance of the City Council of the City of Pearland, Texas, **amending Ordinance No. 2000M, the zoning map of the City of Pearland, Texas**, for the purpose of changing the classification of certain property being 2.0885 acres of land, Lot One (1), Section Twenty-four (24) in the H.T. & B.R.R. Survey, Abstract No. 549, Brazoria County, Texas, described in recorded deed Volume 923, Page 175, Brazoria County Instrument No. 2012055307, Brazoria County, Texas. **(7006 Bailey Road, Pearland, TX.)** Zone Change Application No. ZONE 16-00001, A request of Somarajan Nair, applicant; on behalf of Texas Global Investment, owner; for approval of a change in zoning from the Suburban Development (SD) zoning district to a General Business (GB) zoning district; on approximately 2.0885 acres of land; providing for an amendment of the zoning district map; containing a savings clause, a severability clause, and an effective date and other provisions related to the subject.

**C. Consideration and Possible Action – Resolution No. R2016-117** – A Resolution of the City Council of the City of Pearland, Texas authorizing the City’s participation in the Edward Byrne Memorial Justice Assistance Formula Grant (JAG) Program to purchase nine (9) Body-Worn Surveillance Cameras in the amount of \$11,670 – FY 2016-17.

**D. Consideration and Possible Action – Resolution No. R2016-119** – A Resolution of the City Council of the City of Pearland, Texas, renewing a bid for the purchase of Fire Department medical supplies to Bound Tree Medical, LLC., in the estimated amount of \$50,000 for the period of June 26, 2016 through June 25, 2017.

- E. Consideration and Possible Action – Resolution No. R2016-118 –** A Resolution of the City Council of the City of Pearland, Texas, renewing a unit supply bid for the purchase of Fire Department medical supplies to Life Assist, Inc., in the estimated amount of \$50,000 for the period of June 26, 2016 through June 27, 2017.
- F. Consideration and Possible Action –** Excuse the absence of Councilmember Tony Carbone from the Regular Council Meeting held on June 13, 2016.
- G. Consideration and Possible Action – Resolution No. R2016-108 –** A Resolution of the City Council of the City of Pearland, Texas, authorizing the subordination of rights in a water/sewer easement to CenterPoint Energy Houston Electric, LLC, for underground electric lines to serve the Lower Kirby vicinity.

**VII. NEW BUSINESS:**

- 1. Consideration and Possible Action – First Reading of Ordinance No. 1527 –** An Ordinance Authorizing Issuance of City Of Pearland, Texas, Water and Sewer System Revenue Bonds, Series 2016b; Prescribing the terms Thereof; providing for the payment thereof; awarding the sale thereof; making other provisions regarding such bonds and matters incident thereto.
- 2. Consideration and Possible Action – First Reading of Ordinance No. 1528 –** An Ordinance Authorizing Issuance of City Of Pearland, Texas, Water and Sewer System Revenue Bonds, Series 2016c; Prescribing the terms thereof; Providing for the payment thereof; awarding the sale thereof; making other provisions regarding such bonds and matters incident thereto.
- 3. Consideration and Possible Action – Resolution No. R2016-110 –** A Resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into a contract with Lockwood, Andrews & Newnam, Inc., in an amount not to exceed \$400,037, for engineering services associated with the Southeast Quadrant of Old Townsite Drainage Improvements; and authorizing the appropriation of \$175,000 from the Fund 506 fund balance.
- 4. Consideration and Possible Action – Resolution No. R2016-109 –** A Resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into a Master Services Agreement with Ardurra Group LLC, in an amount not to exceed \$376,134, for Owner’s Representative Services associated with the Surface Water Plant; and authorizing the appropriation of \$300,000 from the Fund 550 fund balance.
- 5. Consideration and Possible Action – Resolution No. R2016-97 –** A Resolution of the City Council of the City of Pearland, Texas, awarding a lease/purchase bid for the purchase of a ladder truck and exercise/weight room equipment with J.P. Morgan, Bank, N.A., in the amount of \$1,169,843.18 at a 1.721 percent interest rate with a seven (7) year declining amortization schedule.

6. **Consideration and Possible Action – Resolution No. R2016-111** – A Resolution of the City Council of the City of Pearland, Texas, awarding a contract for the construction of an additional Bar Screen at the John Hargrove Water Reclamation Facility to C3 Constructors in the amount of \$ 346,299.00.
7. **Consideration and Possible Action – Resolution No. R2016-115** – A Resolution of the City Council of the City of Pearland, Texas, renewing a unit price bid for water treatment chemicals and water analysis services with Napco Chemical Company, in the estimated amount of \$700,000.00, for the period of July 9, 2016 to July 8, 2017.
8. **Consideration and Possible Action – Resolution No. R2016-116** – A Resolution of the City Council of the City of Pearland, Texas, identifying eligible projects for the U.S. Department of Housing and Urban Development Community Development Block Grant Program - Program Year 2016, Fiscal Year 2017.
9. **Consideration and Possible Action – Resolution No. R2016-92** – A Resolution of the City Council of the City of Pearland, Texas, awarding a bid for the completion of the Compensation and Classification Study in the amount of \$49,840.00 to Management Advisory Group International, Inc.

#### **VIII. MAYOR/COUNCIL ISSUES FOR FUTURE CITY COUNCIL AGENDAS**

##### **OTHER BUSINESS:**

#### **IX. ADJOURNMENT**

This site is accessible to disabled individuals. For special assistance, please call Young Lorfing at 281.652.1840 prior to the meeting so that appropriate arrangements can be made.

All agenda supporting documents are available at [pearlandtx.gov](http://pearlandtx.gov)

**MINUTES OF A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, HELD ON MONDAY, JUNE 13, 2016, AT 6:30 P.M., IN THE COUNCIL CHAMBERS, CITY HALL, 3519 LIBERTY DRIVE, PEARLAND, TEXAS.**

Mayor Reid called the meeting to order at 6:30 p.m. with the following present:

Mayor	Tom Reid
Councilmember	Derrick Reed
Councilmember	Gary Moore
Councilmember	Keith Ordeneaux
Councilmember	Greg Hill
City Manager	Clay Pearson
City Attorney	Darrin Coker
City Secretary	Young Lorfing

Absent: Mayor Pro-Tem Tony Carbone.

Others in attendance: Daniel Baum Deputy Fire Chief; Jon Branson Deputy City Manager; Matt Buchanan President of Economic Development Corporation; Kevin Byal Building Official; J.C. Doyle Police Chief; Trent Epperson Assistant City Manager; Chris Orlea Director of Parks and Recreation; Michelle Graham Director of Human Resource; Lata Krishnarao Director of Community Development; Cynthia Pearson Interim Director of Finance; Sue Polka Director of Engineering; Eric Wilson Public Works Director; Sparkle Anderson Director of Communications; Joel Hardy Grants Coordinator; Jennifer Huhn Court Administrator; Skipper Jones Assistant Director of Capital Projects; Richard Mancilla Assistant City Engineer; Daniel McGhinnis Chief Information Officer; Rick Overgaard Assistant Finance Director; Lawrence Provins Deputy City Attorney.

The invocation was given by Police Chaplain Keith Anderson and the Pledge of Allegiance was led by Chief of Police J.C Doyle.

**ROLL CALL:** Mayor Reid, Councilmembers Moore, Reed, Ordeneaux, and Hill.

Police Chief J.C. Doyle stated on Sunday morning, June 12, 2016 tragedy struck the Police Department in the form of a senseless accident that took the life of Officer Endy Ekpanya. Officer Endy had been with the department a short time, but he had become a member of this family and community. The out pouring of support from the citizens, Council, Law Enforcement Agencies and everyone has been overwhelming. Next week the Pearland Police Department and Community will be honoring Endy's life at the funeral services.

Assistant Police Chief Johnny Spires thanked all the Law Enforcement Agencies from all over the state and country for their outstanding support and assistance during this sad time.

Mayor Reid stated he is delighted the City has a former Police Officer, Keith Anderson that is a Minister and Chaplain to council during a sad time like this. The City's Police department is made up of good quality men and women that serve as Police Officers watching over Pearland.

Mayor Reid recognized the Councilmembers wearing black bands in recognition of a fallen Police Officer.

Mayor Reid recognized a group of Girl Scouts and Boy Scouts attending the Regular Council meeting.

Mayor Reid recognized Trent Perez running for Councilmember, Position No. 6.

**CITIZEN COMMENTS:**

Larry Marcott, 3606 Inverness Court, addressed Council giving his condolences to the Ekpanya family and the Police department for the loss of Officer Endy. He stated his concerns regarding drainage issues with the new subdivision going in near the Pearland Post Office. The new subdivisions being built are high and dry and the businesses or homes that have been there for a long time are getting flooded and cannot do anything about it.

**PUBLIC HEARING:** None.

**CONSENT AGENDA:**

**A. Consideration and Possible Action – Approval of Minutes:**

1. Minutes of the April 25, 2016, Regular Meeting held at 6:30 p.m.
2. Minutes of the May 9, 2016, Regular Meeting held at 6:30 p.m.
3. Minutes of the May 16, 2016, Special Meeting held at 6:00 p.m.
4. Minutes of the May 23, 2016, Regular Meeting held at 6:30 p.m.

**B. Consideration and Possible Action – Resolution No. R2016-95 – A Resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into a contract with Costello Engineering & Surveying, in an amount not to exceed \$143,580.00, for professional services associated with the design of Green Tee 1 to Riverstone Ranch Wastewater Diversion (Longwood Service Area Phase I).**

**C. Consideration and Possible Action – Resolution No. R2016-100 – A Resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into a Master Service Agreement with Cobb Fendley & Associated for project and construction management services associated with various capital projects; and approving Task Order No. 1, in the estimated amount of \$114,000.80, for the design and bid phases of the Linwood Drainage Project, the East Orange Street Reconstruction Project, the Old Alvin Widening Project and the Town Ditch Trail Project.**

**D. Consideration and Possible Action – Resolution No. R2016-98 – A Resolution of the City Council of the City of Pearland, Texas, renewing a**

unit supply bid for the purchase of Police Department Uniforms with Cop Stop, in the estimated amount of \$120,000, for the period of June 23, 2016 through June 22, 2017.

- E. Consideration and Possible Action – Resolution No. R2016-106** – A Resolution of the City Council of the City of Pearland, Texas, renewing a bid for the operation and management of the Independence Park Pool with Greater Houston Pool Management, Inc., in the estimated amount of \$62,108 for the period of May 25, 2016 through August 23, 2016.
- F. Consideration and Possible Action – Resolution No. R2016-91** – A Resolution of the City Council of the City of Pearland, Texas, accepting the City’s Investment Report for the quarter ending March 2016.
- G. Consideration and Possible Action – Resolution No. R2016-104** – A Resolution of the City Council of the City of Pearland, Texas, awarding a bid for the painting of containment walls at various City water treatment facilities to Pardalis Industries Enterprises, Inc., in the amount of \$185,000.00.
- H. Consideration and Possible Action – Resolution No. R2016-103** – A Resolution of the City Council of the City of Pearland, Texas, awarding a bid for Manhole Rehabilitation in the Longwood and Reflection Bay Sanitary Sewer Service Areas to National Works, Inc., in the estimated amount of \$143,770.00.
- I. Consideration and Possible Action – Resolution No. R2016-105** – A Resolution of the City Council of the City of Pearland, Texas, amending a fixed unit rate contract for building plan review and inspection services with MiKayla Architects, in the estimated amount of an additional \$40,000.

Councilmember Moore made the motion, seconded by Councilmember Reed, to adopt Consent Agenda Items A through I as presented on the Consent Agenda.

Voting “Aye” Councilmembers Hill, Moore, Ordeneaux, and Reed.

Voting “No” None.

Motion Passed 4 to 0, with Mayor Pro-Tem Carbone absent.

**NEW BUSINESS:**

**Second and Final Reading of Ordinance No. 1524** – An Ordinance of the City Council of the City of Pearland, Texas, adopting a Park Dedication Formula and a Fee in Lieu of Dedication Calculation Formula; amending the Park Benefit Zone Map; containing a savings clause, a severability clause and a repealer clause; providing for publication and an effective date.

Councilmember Reed made the motion, seconded by Councilmember Moore, to approve Ordinance No. 1524 on its Second and Final Reading.

City Manager Clay Pearson reported that Council is being asked to approve the updated Parkland Dedication Ordinance.

Voting "Aye" Councilmembers Moore, Reed, Ordeneaux, and Hill.

Voting "No" None.

Motion Passed 4 to 0, with Mayor Pro-Tem Carbone absent.

**First Reading of Ordinance No. 2000M-147** - An ordinance of the City Council of the City of Pearland, Texas, **amending Ordinance No. 2000M, the zoning map of the City of Pearland, Texas**, for the purpose of changing the classification of certain property being 2.0885 acres of land, Lot One (1), Section Twenty-four (24) in the H.T. & B.R.R. Survey, Abstract No. 549, Brazoria County, Texas, described in recorded deed Volume 923, Page 175, Brazoria County Instrument No. 2012055307, Brazoria County, Texas. **(7006 Bailey Road, Pearland, TX.)** Zone Change Application No. ZONE 16-00001, A request of Somarajan Nair, applicant; on behalf of Texas Global Investment, owner; for approval of a change in zoning from the Suburban Development (SD) zoning district to a General Business (GB) zoning district; on approximately 2.0885 acres of land; providing for an amendment of the zoning district map; containing a savings clause, a severability clause, and an effective date and other provisions related to the subject.

Councilmember Ordeneaux made the motion, seconded by Councilmember Moore, to approve Ordinance No. 2000M-147 on its First Reading.

Mayor Reid read into the record the Planning & Zoning Commission's recommendation to forward to Council for approval of the Application No Zone 16-00001.

City Manager Clay Pearson reported approval of this rezoning request would bring the commercial use of the property in conformance to the zoning, as commercial uses are not permitted in the SR-15 (Suburban Residential-15) zoning district. However, the zone change would make the existing single-family residence on site non-conforming.

Voting "Aye" Councilmembers Hill, Ordeneaux, Reed, and Moore.

Voting "No" None.

Motion Passed 4 to 0, with Mayor Pro-Tem Carbone absent.

**First Reading of Ordinance No. CUP 16-00001** – An ordinance of the City Council of the City of Pearland, Texas, approving a **Conditional Use Permit (CUP) to allow for a gas station, convenience store and self-serve car wash in the General Business (GB) zone**, being a tract or parcel containing 2.653 acres (115,560 square feet) of land situated in the H.T.& B.R.R. Co. Survey, Section 21, Abstract Number 309, City of Pearland. Brazoria County, Texas: being out of the remainder of Lot 1 of Allison-Richey Gulf Coast Co's Part of Suburban Gardens, a subdivision plat of record in Volume (Vol.) 2, Pages (Pg's) 23 and 24 of the Brazoria County Plat Records (B.C.P.R.); same being out of and a portion of the remainder a called 5.910 acre tract conveyed to Tildon Sun Development, LLC as described in deed recorded under Brazoria County Clerk's File (B.C.C.F.) Number (No.) 2006018134;

City of Pearland, Brazoria County, Texas. **(Located at the Southeast corner of Broadway Street and Smith Road.)** Conditional Use Permit Application No CUP 16-00001, within the General Business (GB) zoning district, at the request of BSD Bright Site Development LLC, Nathan Richardson, applicant; on behalf of Tildon Sun Development LLC, owner, containing a savings clause, a severability clause, and an effective date and other provisions related to the subject.

Councilmember Hill made the motion, seconded by Councilmember Moore, to approve Ordinance No. CUP16-00001 on its First Reading.

Mayor Reid read into the record the Planning & Zoning Commission's recommendation to forward to Council for denial of the Conditional Use Permit No. CUP 2016-00001.

City Manager Clay Pearson reported as the Planning & Zoning Commission's recommendation was denied the Staff also makes a negative recommendation which would better suit the City.

Voting "Aye" Councilmember Ordeneaux.

Voting "No" Councilmembers Hill, Moore and Reed.

Motion Failed 3 to 1, with Mayor Pro-Tem Carbone absent.

Councilmember Hill left the Council Chambers at 6:55 p.m.

**First Reading of Ordinance No. CUP 16-00002** – An Ordinance of the City Council of the City of Pearland, Texas, approving a **Conditional Use Permit (CUP) to allow for a gas station and convenience store in the General Business (GB) zone**, being a .875± acre tract being all of Lot "D" of Dixie Plaza out of amending Plat 518 recorded in C. F. No. 2008026747, Map Records of Brazoria County, Texas, located in the City of Pearland, Brazoria County, Texas. **(3200 Dixie Farm Road, Pearland, Texas.)** Conditional Use Permit Application No CUP 16-00002, within the General Business (GB) zoning district, at the request of Pan American Engineers, LLC, Ron Bordelon, applicant; on behalf of Murphy Oil USA, Inc. owner, containing a savings clause, a severability clause, and an effective date and other provisions related to the subject.

Councilmember Moore made the motion, seconded by Councilmember Reed, to approve Ordinance No. CUP16-00002 on its First Reading.

Mayor Reid read into the record the Planning & Zoning Commission's recommendation to forward to Council for approval of the Conditional Use Permit No. CUP 2016-00002.

City Manager Clay Pearson reported Council is being asked to approve the first reading of Ordinance No. CUP 16-00002.

Voting "Aye" Councilmembers Moore, Reed, and Ordeneaux.

Voting "No" None.

Motion Passed 3 to 0, with Mayor Pro-Tem Carbone and Councilmember Hill absent.

**Council Action – Resolution No. R2016-96** – A Resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into a contract with ARKK Engineers, in an amount not to exceed \$1,387,975.00, for professional services associated with the design of East Orange Street Reconstruction, Linwood Street Drainage, and Old Alvin Road Widening Project; and authorizing the appropriation of \$600,000.00 from the Fund 501 fund balance.

Councilmember Reed made the motion, seconded by Councilmember Moore, to approve Resolution No. R2016-96.

City Manager Clay Pearson reported Council is being asked to approve a Professional Services Contract with ARKK Engineers in an amount not to exceed \$1,387,975.00, for the Linwood, East Orange and Old Alvin project.

Voting “Aye” Councilmembers Moore, Reed, and Ordeneaux.

Voting “No” None.

Motion Passed 3 to 0, with Mayor Pro-Tem Carbone and Councilmember Hill absent.

**Council Action – Resolution No. R2016-94** – A Resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into a contract with BRW Architects, Inc., in an amount not to exceed \$304,893.00, for professional services associated with the final design of Fire Station No.1; and authorizing the appropriation of \$81,833 from the Fund 501 fund balance.

Councilmember Ordeneaux made the motion, seconded by Councilmember Reed, to approve Resolution No. R2016-94.

City Manager Clay Pearson reported Council is being asked to approve the appropriation of the necessary additional funds in the amount of \$81,883 from the fund balance in Fund 501 and approve the request to enter into a professional services agreement with Brown Reynolds Watford (BRW Architects, Inc.) in the amount of \$304,893.00 for professional services for the Fire Station No. 1 project.

Voting “Aye” Councilmembers Ordeneaux, Reed, and Moore.

Voting “No” None.

Motion Passed 3 to 0, with Mayor Pro-Tem Carbone and Councilmember Hill absent.

**Council Action – Resolution No. R2016-93** – A Resolution of the City Council of the City of Pearland, renewing the employee health insurance benefits for stop loss and administration services with Cigna, renewing employee dental insurance with Aetna and renewing the employee vision plan benefits with Vision Benefits of American for fiscal year 2016-2017.

Councilmember Moore made the motion, seconded by Councilmember Reed, to approve Resolution No. R2016-93.

IPS Advisors, LLP Representative Brent Weegar gave an overview of the Historical Claims Update, Health Plan Renewal, Budget Projection, Medical Renewal Rates and Plan Design Proposal.

Director of Human Resource Michelle Graham reported Council is being asked to approve the renewing of the agreement with Cigna to continue to provide the health plan administration services, prescription benefits management services and stop loss coverage. Renewing the employee dental insurance with Aetna and renewing the employee vision plan benefits with Vision Benefits of America. The approval of a \$25.00 surcharge for employees in FY2017 and approving the addition of a surcharge for spouses in FY2018.

Councilmember Ordeneaux stated he was happy to see the numbers go down.

Councilmember Reed thanked the Director of Human Resource Michelle Graham and the IPS representative for putting this together. He stated he appreciates the numbers going down, but he would rather see the City at 62% contribution in 2017.

Discussion ensued between Councilmember Moore, Director of Human Resource Michelle Graham and IPS representative Brent Weegar regarding the cost if a spouse was added to the employee's health insurance and a monetary cap on the HSA plan.

City Manager Clay Pearson asked Council how they would like to direct Staff regarding the numbers if the City contributed 62%.

Councilmembers Ordeneaux and Moore stated they are pleased with the recommendation that is being presented.

Voting "Aye" Councilmembers Moore and Ordeneaux.

Voting "No" Councilmember Reed.

Motion Passed 2 to 1, with Mayor Pro-Tem Carbone and Councilmember Hill absent.

**Council Action – Resolution No. R2016-86** – A Resolution of the City Council of the City of Pearland, Texas, renewing a unit supply bid for electric and Supervisory Control and Data Acquisition (SCADA) services with Boyer, Inc. in the estimated amount of \$1,000,000 for the period of June 16, 2016 through June 15, 2017.

Councilmember Reed made the motion, seconded by Councilmember Moore, to approve Resolution No. R2016-86.

City Manager Clay Pearson reported Council is being asked to approve renewing a unit supply bid for electric and Supervisory Control and Data Acquisition (SCADA) services with Boyer, Inc. in the estimated amount of \$1,000,000 for the period of June 16, 2016 through June 15, 2017.

Voting “Aye” Councilmembers Ordeneaux, Reed, and Moore.

Voting “No” None.

Motion Passed 3 to 0, with Mayor Pro-Tem Carbone and Councilmember Hill absent.

**Council Action – Resolution No. R2016-99** – A Resolution of the City Council of the City of Pearland, Texas, authorizing the transfer of certain real property to the University of Houston System for expansion of the University of Houston, Clear Lake – Pearland Campus.

Councilmember Ordeneaux made the motion, seconded by Councilmember Moore, to approve Resolution No. R2016-99.

City Manager Clay Pearson reported Council is being asked to approve the transfer of certain real property to the University of Houston System for expansion of the University of Houston, Clear Lake – Pearland Campus.

Voting “Aye” Councilmembers Ordeneaux, Reed, and Moore.

Voting “No” None.

Motion Passed 3 to 0, with Mayor Pro-Tem Carbone and Councilmember Hill absent.

**MAYOR/COUNCIL ISSUES FOR FUTURE CITY COUNCIL AGENDAS:** None.

**OTHER BUSINESS:**

Council adjourned into Executive Session under Texas Government Code at 7:45 p.m. to discuss the following.

**EXECUTIVE SESSION UNDER TEXAS GOVERNMENT CODE**

1. **Section 551.074 - Personnel Matters** – The appointment of Director of Finance position.

**NEW BUSINESS CONTINUED:**

Council returned from Executive Session at 8:00 p.m.

**Council Action** – Regarding the appointment of a department Director of Finance position.

Councilmember Ordeneaux made the motion, seconded by Councilmember Reed to approve Staff’s recommendation of Cynthia Pearson to the Director of Finance position.

Voting "Aye" Councilmembers Moore, Reed, and Ordeneaux.

Voting "No" None.

Motion Passed 3 to 0, with Mayor Pro-Tem Carbone and Councilmember Hill absent.

**ADJOURNMENT**

Meeting was adjourned at 8:01 p.m.

Minutes approved as submitted and/or corrected this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2016.

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Tom Reid  
Mayor

ATTEST:

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Young Lorfing, TRMC  
City Secretary

**AGENDA REQUEST  
BUSINESS OF THE CITY COUNCIL  
CITY OF PEARLAND, TEXAS**

<b>AGENDA OF:</b> June 27, 2016	<b>ITEM NO.:</b> Ordinance No, 2000M-147				
<b>DATE SUBMITTED:</b> May 20, 2016	<b>DEPT. OF ORIGIN:</b> Planning				
<b>PREPARED BY:</b> Frankie Legaux	<b>PRESENTOR:</b> Lata Krishnarao				
<b>REVIEWED BY:</b> Lata Krishnarao	<b>REVIEW DATE:</b> June 2, 2016				
<p><b>SUBJECT:</b> Ordinance No. 2000M-147 - An ordinance of the City Council of the City of Pearland, Texas, <b>amending Ordinance No. 2000M, the zoning map of the City of Pearland, Texas</b>, for the purpose of changing the classification of certain property being 2.0885 acres of land, Lot One (1), Section Twenty-four (24) in the H.T. &amp; B.R.R. Survey, Abstract No. 549, Brazoria County, Texas, described in recorded deed Volume 923, Page 175, Brazoria County Instrument No. 2012055307, Brazoria County, Texas.<b>(7006 Bailey Road, Pearland, TX.)</b> Zone Change Application No. ZONE 16-00001, A request of Somarajan Nair, applicant; on behalf of Texas Global Investment, owner; for approval of a change in zoning from the Suburban Development (SD) zoning district to a General Business (GB) zoning district; on approximately 2.0885 acres of land; providing for an amendment of the zoning district map; containing a savings clause, a severability clause, and an effective date and other provisions related to the subject.</p>					
<p><b>ATTACHMENTS:</b> Ordinance No. 2000M-147 and Exhibits (Exhibit A- Legal Description; Exhibit B – Vicinity map; Exhibit C – Legal Ad; Exhibit D – Planning and Zoning Recommendation Letter); Joint Public Hearing Packet (05.16.16)</p>					
<p><b>EXPENDITURE REQUIRED:</b> N/A  <b>AMOUNT AVAILABLE:</b> N/A  <b>ACCOUNT NO.:</b> N/A</p>	<p><b>AMOUNT BUDGETED:</b> N/A  <b>PROJECT NO.:</b> N/A</p>				
<p><b>ADDITIONAL APPROPRIATION REQUIRED:</b> N/A  <b>ACCOUNT NO.:</b> N/A  <b>PROJECT NO.:</b> N/A</p>					
<p><b>To be completed by Department:</b></p> <table style="width: 100%; text-align: center;"> <tr> <td style="width: 25%;">Finance</td> <td style="width: 25%;">Legal</td> <td style="width: 25%;">Ordinance</td> <td style="width: 25%;">Resolution</td> </tr> </table>		Finance	Legal	Ordinance	Resolution
Finance	Legal	Ordinance	Resolution		

**SUMMARY:** This request is for approval of a zone change on approximately 2.0885 acres of land, located at 7006 Bailey Road, south side of Bailey Road, and approximately 450 feet east of Manvel Road, from the Suburban Development (SD) zoning district to a General Business (GB) zoning district. At the time of annexation, the annexed area was brought into the City as Suburban Development (SD) zoning district. This zoning district is a default district for newly annexed land until zoned for a particular use.

Subsequently, the City initiated annexation proceedings for the general area, to rezone the area from SD to SR-15 (Suburban Residential -15), since a majority of the parcels in the area are residential. It was also discussed, that individual rezoning for specific parcels would be facilitated by the City, based on the owner's request. During the city initiated rezoning proceedings, the owner requested this specific zone change. On May 9, 2016, the second reading of the ordinance to rezone this parcel and other parcels in the general area to SR-15 was approved.

The principal building on this property is currently being used as an office/residence and the adjacent metal building houses a crane rental business. The property owner has requested this zone change to continue the current use of a crane rental business on this property.

Approval of this rezoning request would bring the commercial use of the property in conformance to the zoning, as commercial uses are not permitted in the SR-15 zoning district. However, the zone change would make the existing single-family residence on site non-conforming.

**RECOMMEDATION:** Staff recommends approval of the requested zone change from SD to GB on the approximately 2.0885 -acre site for the following reasons:

1. The proposed zoning designation of GB is in compliance with the Comprehensive Plan as a portion of the parcel is located within the Retail Node at the intersection of Bailey Road and Manvel Road.
2. The property is being used as a crane rental business with offices in the residence and is currently a non-conforming use. The proposed zoning would bring the property's commercial use into conformance with zoning regulations and make the existing single family residential use non-conforming.
3. Any change in use or expansion of use would be subject to regulations in the Unified Development Code including the Corridor Overlay District.

**PUBLIC NOTIFICATION:** A Joint Public Hearing was conducted on March 28, 2016. Staff sent public notices, comment forms and a vicinity map to the applicant, the owner of the property and to property owners within 200 feet of the subject property

under consideration for the zone change. Additionally, a legal notice of the public hearing was published in the local newspaper, and a notification sign was placed on the property by the applicant.

No "Public Comment Forms" regarding this request were returned in favor or opposition to the request. Staff received no phone calls inquiring about the request.

At the Joint Public Hearing meeting, no one spoke except the applicant/owner.

**PLANNING AND ZONING COMMISSION DISCUSSION:** At the regular meeting of the P&Z Commission on May 16, 2016, P&Z Vice-Chair Duncan made the motion to recommend approval of Zone Change Application No .ZONE 16-00001, Commissioner Starr seconded the motion. The motion passed by a vote of 6-0. Chairman Tunstall, Vice-Chair Duncan and Commissioners Pradia, Isenberg, Starr, and McFadden all voted in favor of the motion.

## **Ordinance No. 2000M – 147**

**Ordinance No. 2000M-147** - An ordinance of the City Council of the City of Pearland, Texas, **amending Ordinance No. 2000M, the zoning map of the City of Pearland, Texas**, for the purpose of changing the classification of certain property being 2.0885 acres of land, Lot One (1), Section Twenty-four (24) in the H.T. & B.R.R. Survey, Abstract No. 549, Brazoria County, Texas, described in recorded deed Volume 923, Page 175, Brazoria County Instrument No. 2012055307, Brazoria County, Texas. **(7006 Bailey Road, Pearland, TX.)** Zone Change Application No. ZONE 16-00001, A request of Somarajan Nair, applicant; on behalf of Texas Global Investment, owner; for approval of a change in zoning from the Suburban Development (SD) zoning district to a General Business (GB) zoning district; on approximately 2.0885 acres of land; providing for an amendment of the zoning district map; containing a savings clause, a severability clause, and an effective date and other provisions related to the subject.

**WHEREAS**, Somarajan Nair, applicant; on behalf of Texas Global Investment, owner; for approval of a change in zoning from the Suburban Development (SD) zoning district to a General Business (GB) zoning district; on approximately 2.0885 acres of land on the following described property; said property being legally described in the legal description attached hereto and made a part hereof for all purposes as Exhibit "A," and more graphically depicted in the vicinity map attached hereto and made a part hereof for all purposes as Exhibit "B"; and

**WHEREAS**, on the 16<sup>th</sup> day of May 2016, a Joint Public Hearing was held before the Planning and Zoning Commission and the City Council of the City of Pearland, Texas, notice being given by publication in the official newspaper of the City, the affidavit of publication being attached hereto and made a part hereof for all purposes as Exhibit "C," said call and notice being in strict conformity with provisions of Section 1.2.2.2 of Ordinance No. 2000T; and

**WHEREAS**, on the 16<sup>th</sup> day of May 2016, the Planning and Zoning Commission submitted its report and recommendation to the City Council regarding the proposed change in zoning from the Suburban Development (SD) zoning district to a General

Business (GB) zoning district; on approximately 2.0885 acres of land, said recommendation attached hereto and made a part hereof for all purposes as Exhibit “D”; and

**WHEREAS**, upon receipt of the report from the Planning and Zoning Commission, City Council considered this application and the recommendation of the Planning and Zoning Commission at regular meetings on the 13<sup>th</sup> day of June 2016 and the 27<sup>th</sup> day of June 2016; and

**WHEREAS**, the City Council having fully heard the testimony and argument of all interested parties, and having been fully advised in the premises, finds that in the case of the application of Somarajan Nair, applicant; on behalf of Texas Global Investment, owner; for approval of a change in zoning from the Suburban Development (SD) zoning district to a General Business (GB) zoning district; on approximately 2.0885 acres of land; presented which, in the judgment of the City Council, would justify the approval of said application; now, therefore,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS:**

**Section I.** The following described property located within the corporate City Limits of the City of Pearland, Texas, and presently being located within the Suburban Development (SD) zoning districts, is hereby granted a change in zoning to the General Business (GB) zoning district, in accordance with all conditions and requirements of the current Unified Development Code and the following conditions approved by the City Council and incorporated for all purposes, such property being more particularly described as:

**Legal Description:** Being 2.0885 acres of land, Lot One (1), Section Twenty-four (24) in the H.T. & B.R.R. Survey, Abstract No. 549, Brazoria County, Texas, described in recorded deed Volume 923, Page 175, Brazoria County Instrument No. 2012055307, Brazoria County, Texas.

**General Location:** 7006 Bailey Road, Pearland, TX.

**Section II.** The City Council of the City of Pearland finds and determines that the recitations in the preamble hereof are true and that all necessary prerequisites of law have been accomplished and that no valid protest of the proposed change has been made. The City Council further finds and determines that there has been compliance with the mandates of law in the posting and presentation of this matter to the Planning and Zoning Commission for consideration and decision.

**Section III.** The City Council of the City of Pearland finds and determines that the amendment adopted herein promotes the health, safety, and general welfare of the public and is a proper valid exercise of the City's police powers.

**Section IV.** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**Section V.** All rights and remedies, which have accrued in the favor of the City under this Ordinance and its amendments thereto, shall be and are preserved for the benefit of the City.

**Section VI.** This Ordinance shall become effective after its passage and approval on second and final reading.

PASSED, APPROVED, and ADOPTED on First Reading this 13<sup>th</sup> day of June, 2016.

---

TOM REID  
MAYOR

ATTEST:

---

YOUNG LORFING, TRMC  
CITY SECRETARY

PASSED, APPROVED, and ADOPTED on Second and Final Reading this 27<sup>th</sup>  
day of June, 2016.

---

TOM REID  
MAYOR

ATTEST:

---

YOUNG LORFING, TRMC  
CITY SECRETARY

APPROVED AS TO FORM:

---

DARRIN M. COKER  
CITY ATTORNEY

**Exhibit A**  
**Legal Description**

Being 2.0885 acres of land, Lot One (1), Section Twenty-four (24) in the H.T. & B.R.R. Survey, Abstract No. 549, Brazoria County, Texas, described in recorded deed Volume 923, Page 175, Brazoria County Instrument No. 2012055307, Brazoria County, Texas.

**Exhibit B  
Vicinity Map**



**AERIAL MAP**  
**ZONE 16-00001**  
**7006 Bailey Rd.**



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

1 inch = 118 feet  
APRIL 2016  
PLANNING DEPARTMENT



**Exhibit C  
Legal Ad**

**NOTICE OF A JOINT PUBLIC HEARING OF  
THE CITY COUNCIL**

**AND**

**THE PLANNING AND ZONING COMMISSION  
OF THE CITY OF PEARLAND, TEXAS**

**ZONE CHANGE APPLICATION NUMBER: ZONE 16-00001**

Notice is hereby given that on May 16, 2016, at 6:30 p.m., the City Council and Planning and Zoning Commission of the City of Pearland, in Brazoria, Harris and Fort Bend Counties, Texas, will conduct a joint public hearing in the Council Chambers of City Hall, located at 3519 Liberty Drive, Pearland, Texas, at the request of Somarajan Nair, applicant; on behalf of Texas Global Investment, owner; for approval of a change in zoning from the Suburban Development (SD) zoning district to a General Business (GB) zoning district; on approximately 2.0885 acres of land, to wit:

Being 2.0885 acres of land, Lot One (1), Section Twenty-four (24) in the H.T. & B.R.R. Survey, Abstract No. 549, Brazoria County, Texas, described in recorded deed Volume 923, Page 175, Brazoria County Instrument No. 2012055307, Brazoria County, Texas.

General Location: 7006 Bailey Road, Pearland, TX.

At said hearing, all interested parties shall have the right and opportunity to appear and be heard on the subject. For additional information, please contact the Planning Department at 281-652-1765.

Frankie Legaux  
City Planner

**Exhibit D**  
**Planning and Zoning Commission Recommendation Letter**



## Planning & Zoning Commission

---

Recommendation Letter

May 17, 2016

Honorable Mayor and City Council Members  
3519 Liberty Drive  
Pearland, TX 77581

Re: Recommendation on Zoning Change Application No. ZONE 16-00001

Honorable Mayor and City Council Members:

At their regular meeting on May 16, 2016, the Planning and Zoning Commission considered the following:

A request of Somarajan Nair, applicant; on behalf of Texas Global Investment, owner; for approval of a change in zoning from the Suburban Development (SD) zoning district to a General Business (GB) zoning district; on approximately 2.0885 acres of land.

**Legal Description:** Being 2.0885 acres of land, Lot One (1), Section Twenty-four (24) in the H.T. & B.R.R. Survey, Abstract No. 549, Brazoria County, Texas, described in recorded deed Volume 923, Page 175, Brazoria County Instrument No. 2012055307, Brazoria County, Texas.

**General Location:** 7006 Bailey Road, Pearland, TX.

P&Z Vice-Chair Duncan made the motion to recommend approval of Zone Change Application No. 16-00001, Commissioner Starr seconded the motion. The motion passed by a vote of 6-0. Chairman Tunstall, Vice-Chair Duncan and Commissioners Pradia, Isenberg, Starr, and McFadden all voted in favor of the motion.

Sincerely,

*Frankie Legaux*

Frankie Legaux  
City Planner  
On behalf of the Planning and Zoning Commission



**JOINT PUBLIC HEARING**  
THE CITY COUNCIL CITY AND THE PLANNING AND ZONING COMMISSION OF  
THE CITY OF PEARLAND, TEXAS,  
**MONDAY, May 16, 2016, AT 6:30 P.M.**  
COUNCIL CHAMBERS - CITY HALL-3519 LIBERTY DRIVE

**I. CALL TO ORDER**

**II. PURPOSE OF HEARING**

**Zone Change Application No. ZONE 16-00001**

A request of Somarajan Nair, applicant; on behalf of Texas Global Investment, owner; for approval of a change in zoning from the Suburban Development (SD) zoning district to a General Business (GB) zoning district; on approximately 2.0885 acres of land.

**Legal Description:** Being 2.0885 acres of land, Lot One (1), Section Twenty-four (24) in the H.T. & B.R.R. Survey, Abstract No. 549, Brazoria County, Texas, described in recorded deed Volume 923, Page 175, Brazoria County Instrument No. 2012055307, Brazoria County, Texas.

**General Location:** 7006 Bailey Road, Pearland, TX.

**III. APPLICATION INFORMATION AND CASE SUMMARY**

- A. STAFF REPORT
- B. APPLICANT PRESENTATION
- C. STAFF WRAP UP

**IV. PERSONS WISHING TO SPEAK FOR OR AGAINST THE PROPOSED REQUEST**

**V. COUNCIL/PLANNING COMMISSION/STAFF DISCUSSION**

**VI. ADJOURNMENT**

**This site is accessible to disabled individuals. For special assistance, please call Young Lorfing, City Secretary, at 281-652-1655 prior to the meeting so that appropriate arrangements can be made.**



## Staff Report

To: City Council and Planning and Zoning Commission

From: Planning Department

Date: May 9, 2016

Re: Zone Change Application No. ZONE 16-00001

A request of Somarajan Nair, applicant; on behalf of Texas Global Investment, owner; for approval of a change in zoning from the Suburban Development to a General Business (GB) zoning district; on approximately 2.0885 acres of land, Pearland, TX.

General Location: 7006 Bailey Road, Pearland, TX.

### **Summary of Request**

This request is for approval of a zone change on approximately 2.0885 acres of land, located at 7006 Bailey Road, south side of Bailey Road, and approximately 450 feet east of Manvel Road, from the Suburban Development (SD) zoning district to a General Business (GB) zoning district. At the time of annexation, the annexed area was brought into the City as Suburban Development (SD) zoning district. This zoning district is a default district for newly annexed land until zoned for a particular use.

Subsequently, the City initiated annexation proceedings for the general area, to rezone the area from SD to SR-15 (Suburban Residential -15), since a majority of the parcels in the area are residential. It was also discussed, that individual rezoning for specific parcels would be facilitated by the City, based on the owner's request. During the city-initiated rezoning proceedings, the owner requested this specific zone change. On May 9, 2016, the second reading of the ordinance to rezone this parcel and other parcels in the general area to SR-15 was approved.

The principal building on this property is currently being used as an office/residence and the adjacent metal building houses a crane rental business. The property owner has requested this zone change to continue the current use of a crane rental business on this property.

Approval of this rezoning request would bring the commercial use of the property in conformance to the zoning, as commercial uses are not permitted in the SR-15 zoning

district. However, the zone change would make the existing single-family residence on site non-conforming.

### **Recommendation**

Staff recommends approval of the requested zone change from SD to GB on the approximately 2.0885 -acre site for the following reasons:

1. The proposed zoning designation of GB is in compliance with the Comprehensive Plan as a portion of the parcel is located within the Retail Node at the intersection of Bailey Road and Manvel Road.
2. The property is being used as a crane rental business with offices in the residence and is currently a non-conforming use. The proposed zoning would bring the property's commercial use into conformance with zoning regulations.
3. Any change in use or expansion of use would be subject to regulations in the Unified Development Code including the Corridor Overlay District.

### **Site History**

This area was incorporated into Pearland effective December 3, 2015. The subject property is currently developed with two buildings - a single family structure and a metal building. The uses include offices and living quarters in the single family structure and business related uses in the adjoining metal building.

The below table identifies surrounding zoning districts and uses:

	<b>Zoning</b>	<b>Land Use</b>
<b>North</b>	Suburban Residential-15 (SR-15)	West Lea Subdivision
<b>South</b>	General Business (GB)	Joseph's Nursery
<b>East</b>	General Business (GB)	Joseph's Nursery
<b>West</b>	Suburban Residential-15 (SR-15) Proposed General Business (GB) for June JPH	Undeveloped

### **Conformance with the Comprehensive Plan**

The current zoning of SR-15 on the subject property does not conform with the future land use designation of the Comprehensive Plan. The Future Land Use Plan (FLUP)

indicated this is a Retail Node. Key intersections in the City have been identified in the Comprehensive Plan as retail nodes. Retail nodes are intended to have retail, office and service uses as opposed to continuous commercial strips.

### **Conformance with the Thoroughfare Plan**

Bailey Road is a Major Thoroughfare that is in the process of being widened. The full length of Bailey Road is in the Corridor Overlay District.

### **Conformance with the Unified Development Code**

The proposed General Business designation would be appropriate for the existing commercial portion of the property but would make the existing single-family residence on site non-conforming. If a use is not in conformance with zoning, the use can continue in its current state, unless discontinued for six months, or the building with the non-conforming use is destroyed by fire or storm. Approval of a Conditional Use Permit (CUP) or a Special Exception will permit the expansion of a non-conforming use, resumption of a use that is discontinued for more than six months, and rebuilding a structure that is destroyed to an extent of more than 50 percent of its value.

The lot requirements of the proposed GB zoning district are provided in the following table.

<b>General Business (GB) Area Regulations</b>	
<b>Size of Lot</b>	<b>Required</b>
Minimum Lot Size	22,500 sf.
Minimum Lot Width	150 ft.
Minimum Lot Depth	125 ft.

The property falls within The Corridor Overlay District (COD) and any future development would be required to be in compliance with the COD requirements in addition to other UDC requirements.

### **Platting Status**

The property is not platted. Platting will be required if expansion or subdivision of the property is proposed.

### **Availability of Utilities**

The City has the capacity to provide water and sewer to the recently annexed area. The property owner is always entitled to extend utilities to the property.

### **Impact on Existing and Future Development**

The proposed zoning should not have any impact on existing or future development as the uses existed prior to annexation. Any changes in use and expansions would require conformance with the Unified Development Code.

### **Additional Comments**

The request has been reviewed by the City's Development Review Committee (DRC), and there were no additional comments from other departments at the time of this report.

### **Public Notification**

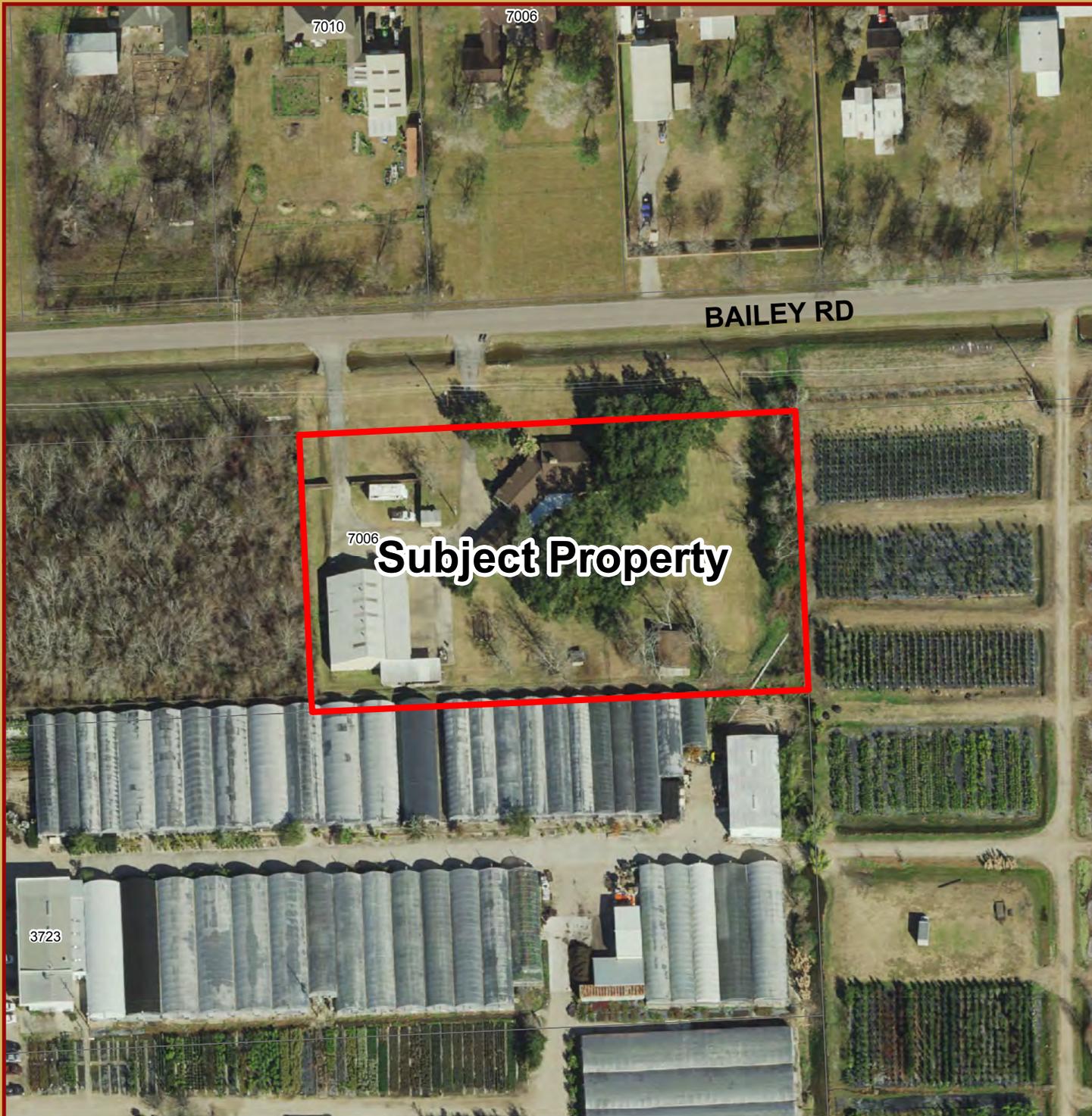
Staff sent public notices, comment forms and a vicinity map to the applicant, the owner of the property and to property owners within 200 feet of the subject property under consideration for the zone change. Additionally, a legal notice of the public hearing was published in the local newspaper, and a notification sign was placed on the property by the applicant.

### **Opposition to or Support of Proposed Request**

Staff has not received any returned notices in opposition to or in support of the proposed change in zoning request.

### **Exhibits**

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Notification Map
5. Notification List
6. Applicant Packet



# Exhibit 1

**AERIAL MAP**

**ZONE 16-00001**

**7006 Bailey Rd.**

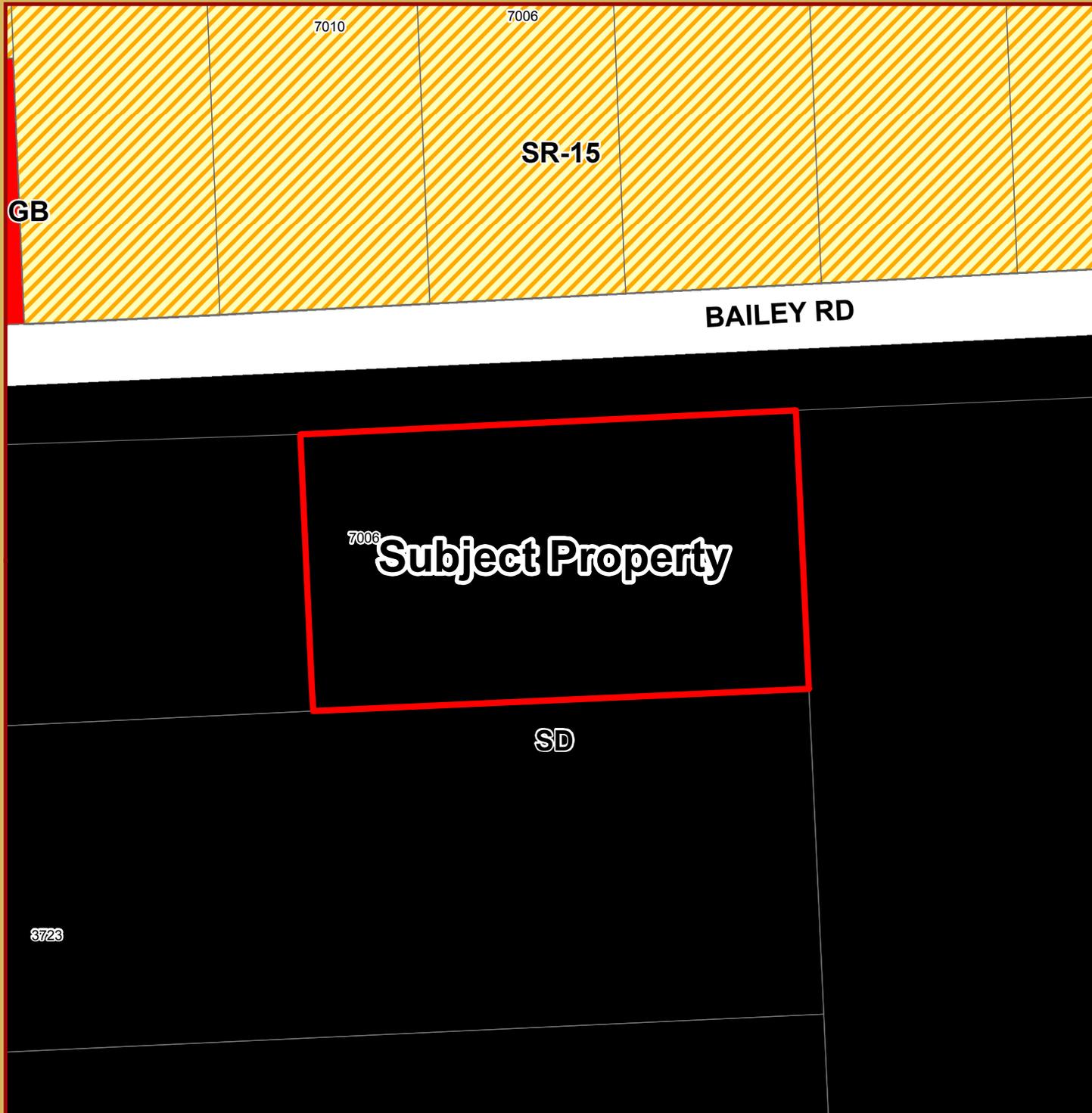


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1 inch = 118 feet

APRIL 2016  
PLANNING DEPARTMENT





## Exhibit 2

**ZONING MAP**

**ZONE 16-00001**

**7006 Bailey Rd.**

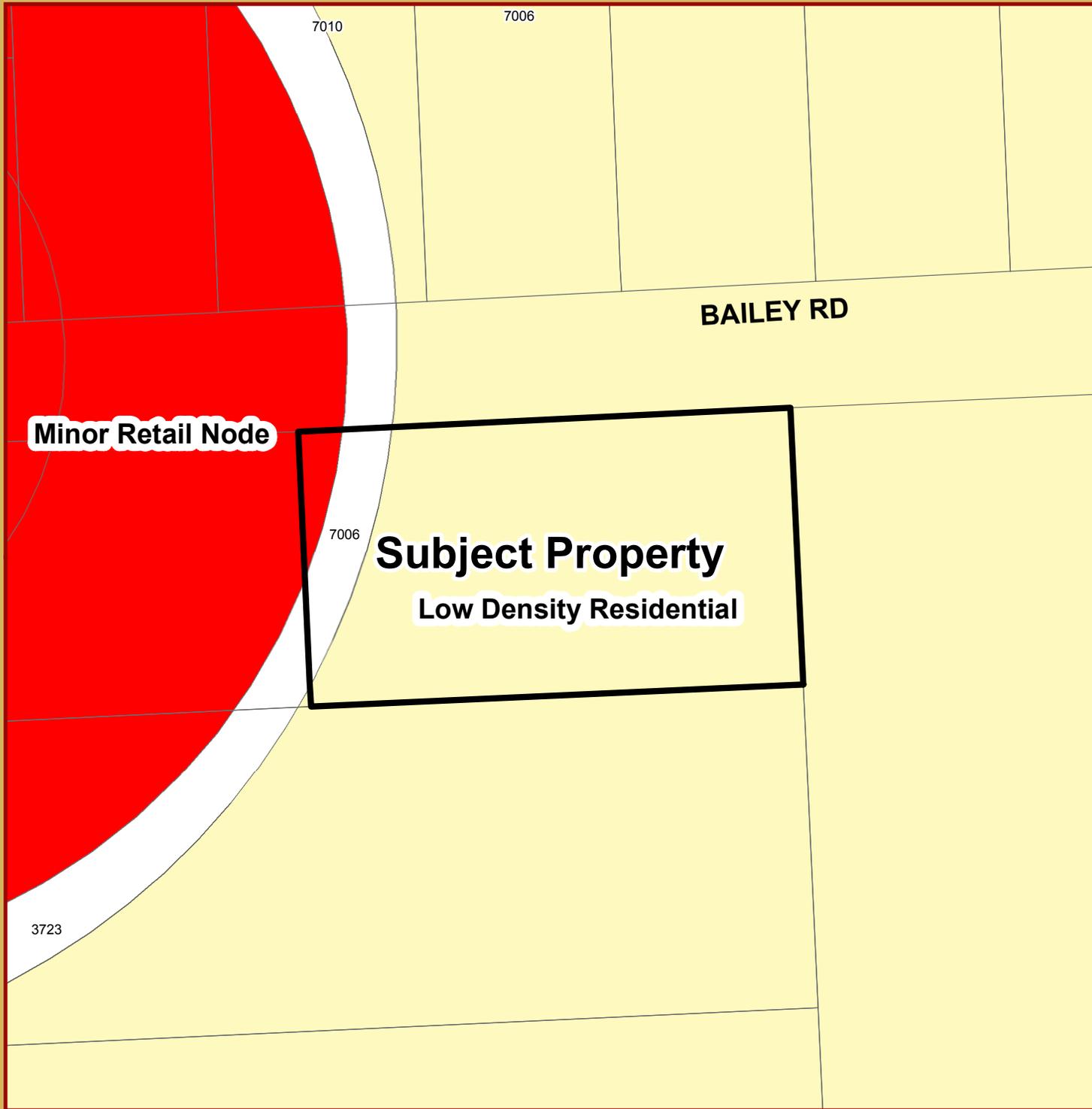


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# Exhibit 3

**FLUP MAP**

**ZONE 16-00001**

**7006 Bailey Rd.**



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## Exhibit 4

### NOTIFICATION MAP

**ZONE 16-00001**

**7006 Bailey Rd.**



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**Exhibit 5**

ZONE 16-00001

<b>Property_Owner</b>	<b>City</b>	<b>Address</b>	<b>State</b>	<b>Zip</b>
BOULMAY RICHARD C & THOMAS M	GROVE	1524 W 63RD ST	OK	74344
ILIE IOAN & MARILENA	PEARLAND	7026 HERON LN	TX	77584
MAI PHUC ETUX NGUYET DOAN	PEARLAND	16645 COUNTY ROAD 831	TX	77584
MILLIS GREGORY W	PEARLAND	7010 HERON LN	TX	77584
SCHAATT NORBERT & GEORGETTE	PEARLAND	6918 HERON LN	TX	77584
SNYDER TERRENCE E & PATRICIA	PEARLAND	2120 KILKENNY DR	TX	77581
TEXAS GLOBAL INVESTMENT GROUP LLC % NAIR SOMARA JAN	PEARLAND	2804 GREEN MOUNTAIN DR	TX	77584
WILLIAMS DAVID A & ROBIN S	PEARLAND	6930 HERON LN	TX	77584



# City of Pearland Planning Department Universal Application

City of Pearland  
Community Development  
3523 Liberty Drive  
(Community Center)  
Pearland, Texas 77581  
281.852.1765  
281.852.1702 (fax)  
pearlandtx.gov

Please complete each field - incomplete applications will not be accepted.  
Include the applicable checklist for each project type with this application.  
Refer to the schedule on the City's website and/or within the Planning Department  
for deadlines and anticipated meeting dates for each project type.

### TYPE OF APPLICATION:

- Zoning Change (from) SD (to) GB
- Cluster Development Plan
- Planned Development Workshop
- Plat (list type): \_\_\_\_\_

- ZBA Variance
- P&Z Variance
- Special Exception
- Conditional Use Permit

\*Plat Types include  
Minor, Amending,  
Preliminary, Final,  
Master, Replat

### PROJECT INFORMATION:

- Residential
- Commercial
- Property Platted
- Property Not Platted

Project Name: TEXAS GLOBAL INVESTMENT GROUP Tax ID: 0549-0090-000

Project Address/Location: 7006 BAILEY RD

Subdivision: ABST 549, 290 AND SUBS No. of Lots: 1 Total Acres: 2.0885

Brief Description of Project: EXISTING BUSINESS AND RESIDENCE OF BUSINESS

When a completed application packet has been accepted and reviewed, additional information may be required by staff as a result of the review, therefore it may be necessary to postpone the proposed project and remove it from the scheduled agenda and place it on a future agenda according to Section 1.2.1.2 of the Unified Development Code.

### PROPERTY OWNER INFORMATION:

### APPLICANT/AGENT INFORMATION:

Name: TEXAS GLOBAL INVESTMENT GROUP  
 Address: 2006 Bailey Rd  
 City: Pearland State: TX Zip: 77584  
 Phone: 713 340-1430  
 Fax: 713 341-0904  
 Email Address: Somnair2002@yahoo.com

Name: SOMARAJAN NAIR  
 Address: 2804 Green Mountain Dr  
 City: Pearland State: TX Zip: 77584  
 Phone: 713 340-1430  
 Fax: 713 341-0904  
 Email Address: Somnair2002@yahoo.com

\*\*Property owner must be the current owner of the property at the time of submittal of the application, and not the party that has the property under contract.  
As owner and applicant, I hereby request approval of the above described request as provided for by the Unified Development Code of the City of Pearland.

\*\*Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Agent's/  
Applicant's Signature: [Signature] Date: 3/18/16

### OFFICE USE ONLY:

FEES PAID:	DATE PAID:	RECEIVED BY:	RECEIPT NUMBER:
------------	------------	--------------	-----------------

APPLICATION NUMBER: ZONE16-00001

## Brazoria CAD - Map of Property ID 177895 for Year 2016

264077

264078

A-546

Pearland

A-549

633605

PEARLAND

- Abstracts
- City Limits
- Streets
- Selected Property

75 Feet

### Property Details

#### Account

Property ID: 177895  
Geo ID: 0549-0090-000  
Type: Real

Legal Description: A0549 H T & B R R TRACT 1C ACRES 2.0885

#### Location

Situs Address: 7006 BAILEY RD TX  
Neighborhood: ABST 549, 290 AND SUBS NEWER  
Mapsc0:  
Jurisdictions: SPL, GBC, RDB, DR4, CAD, CPL

#### Owner

Owner Name: TEXAS GLOBAL INVESTMENT GROUP LLC  
Mailing Address: % NAIR SOMARA JAN, 2804 GREEN MOUNTAIN DR, , PEARLAND, TX 77584-3438

#### Property

Appraised Value: N/A

<https://propaccess.trueautomation.com/Map/View/Map/51/177895/2016>

powered by  
**PropertyACCESS**  
www.trueautomation.com

Map Disclaimer: If you experience issues with Silverlight, please use this link to troubleshoot: <http://www.brazoriacad.org/uploads/1/2/9/0/12902727/silverlight.pdf>

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**NOTICE OF CONFIDENTIALITY RIGHTS. IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED OF RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER**

**DEED OF TRUST**

**THE STATE OF TEXAS**

§

**KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF BRAZORIA**

§

§

THAT, the undersigned, **TEXAS GLOBAL INVESTMENT GROUP, LLC**, a Texas limited liability company with its principal office located in Fort Bend County, Texas [the "Grantor"] for the purpose of securing the indebtedness hereinafter described, and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** to them in hand paid by the Trustee hereinafter named, the receipt and sufficiency of which is hereby acknowledged and confessed, and for the further consideration of the uses, purposes and trusts hereinafter set forth, does, by these presents, hereby **GRANT, BARGAIN, SELL AND CONVEY** unto **KENNETH R. PHILLIPS, TRUSTEE**, whose office is in Brazoria County, Texas, and his substitutes or successors, all of the following described property situated in Brazoria County, Texas, to-wit:

Being 2.475 acres of land. Lot One (1), Section Twenty-four (24) in the H.T. & B. RR Survey, Abstract No. 549, Brazoria County, Texas, described in recorded deed Volume 923, Page 175, and is more particularly described by Metes and Bounds as follows:

Commencing at the Southeast corner of F.M.1128 (Based on 100' Width), for also being the Southeast corner of CR. 101 (Based on 60' Width);

THENCE East 405 feet, more or less, along the South right-of-way line of C.R. 101 (Bailey Road) to an iron rod for corner being the Northwest corner of Lot One of described 2.475 acre tract to the Place of Beginning;

THENCE South parallel to the East line of said Lot 1, a distance of 266.2 feet to an iron pipe for corner;

THENCE East along a line parallel to the North line of Lot 1, 405 feet (1.2 feet East of found iron pipe) for corner;

THENCE North along a line parallel to the West line of Lot 1, 266.2 feet to an iron rod for corner;

THENCE West along a line parallel to the South line of Lot 1, 405 feet to the Place of Beginning.

together with all rights, ways, privileges and easements appurtenant to the land, including Grantor's right, title and interest in and to all strips, gores, streets, alleys and way, public or private, adjoining or crossing said land [hereinafter described as the "Property"].

**TO HAVE AND TO HOLD** the above Property, together with the rights, privileges, and appurtenances thereto belonging unto the said Trustee, and to his substitutes or successors, forever, and Grantors do bind themselves, their heirs and assigns to **WARRANT AND FOREVER DEFEND** the said premises unto the said Trustee, his substitutes or successors and assigns forever, against the claim, or claims, of all persons claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

**THIS CONVEYANCE**, however, is made in TRUST to secure payment of: 1) that certain Promissory Note, of even date herewith, in the original principal sum of SEVENTY THOUSAND AND NO/100 DOLLARS (\$70,000.00), executed by Grantor and payable to **DAVID R. PALANIAPPAN**, a resident of Harris County, Texas; and 2) that certain Promissory Note, of even date herewith, in the original principal sum of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00), executed by Grantor and payable to **SOCKALINGAM KANNAPPAN**, a resident of Harris County, Texas, as therein provided and bearing interest at the rate as therein stipulated, with the final payment, if not sooner paid or called, being due and payable on December 1, 2023.

**SHOULD** Grantor do and perform all of the covenants and agreements herein contained, and make prompt payment of said Promissory Note as the same shall become due and payable, then this conveyance shall be released, at the expense of Grantors, by the Holder thereof [hereinafter called "Beneficiary"].

**BY THESE PRESENTS**, Grantors does hereby **COVENANT AND AGREE** as follows:

1. that they are lawfully seized of said Property and have the right to convey the same;
2. that said Property is free from all liens and encumbrances except for liens and encumbrances of record or visible on the ground;
3. that they will protect the title and possession of said Property and will pay when due all taxes and assessments now existing or hereafter levied or assessed upon said Property, or the interest therein created by this Deed of Trust and will provide evidence of such payment on or before February 15 of each calendar year;

# FILED and RECORDED

Instrument Number: 2012055307

Filing and Recording Date: 12/05/2012 03:33:49 PM Pages: 10 Recording Fee: \$48.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



*Joyce Hudman*

---

Joyce Hudman, County Clerk  
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE

***DO NOT DESTROY - Warning, this document is part of the Official Public Record.***

cc/erk-megan

2015 TAX STATEMENT



RO'VIN GARRETT, PCC  
 BRAZORIA COUNTY TAX ASSESSOR - COLLECTOR  
 111 E. LOCUST  
 ANGLETON, TEXAS 77515

**Certified Owner:**  
 TEXAS GLOBAL INVESTMENT GROUP LLC  
 % NAIR SOMARA JAN  
 2804 GREEN MOUNTAIN DR  
 PEARLAND, TX 77584-3438

**Legal Description:**  
 A0549 H T & B R R TRACT 1C ACRES 2 0885

**Account No: 0549-0090-000**  
**As of Date: 03/18/2016**

**Appr. Dist. No.: 177895**

**Legal Acres: 2.0885**  
**Parcel Address: 7006 BAILEY RD**  
**Print Date: 03/18/2016**

Market Value		Appraised Value	Assessed Value	Capped Value	Homesite Value	Agricultural Market Value	Non-Qualifying Value
Land	Improvement						
\$56,850	\$211,530	\$268,380	\$268,380	\$0	\$257,490	\$0	\$10,890

Taxing Unit	Assessed Value (100%)	Exemptions		Taxable Value	Tax Rate	Tax
		Code	Amount			
BRAZORIA COUNTY <i>Amount saved by additional sales tax revenue \$272.83</i>	\$268,380		\$0.00	\$268,380	0.4260000	\$1,143.30
SPECIAL ROAD & BRIDGE	\$268,380		\$0.00	\$268,380	0.0600000	\$161.03
PEARLAND ISD	\$268,380		\$0.00	\$268,380	1.4156000	\$3,799.19
BRAZORIA DRAINAGE DIST 4	\$268,380		\$0.00	\$268,380	0.1555000	\$417.33

**Total Tax: \$5,520.85**  
**Total Tax Paid to date: \$5,520.85**  
**Total Tax Remaining: \$0.00**

**Exemptions:**

**AMOUNT DUE IF PAID BY:**

03/31/2016 9%	05/02/2016 11%	05/31/2016 13%	06/30/2016 15%	08/01/2016 18 + up to 20%	08/31/2016 19 + up to 20%
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
09/30/2016 20 + up to 20%	10/31/2016 21 + up to 20%	11/30/2016 22 + up to 20%	01/02/2017 23 + up to 20%	01/31/2017 24 + up to 20%	02/28/2017 25 + up to 20%
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**School Information:**

PEARLAND ISD 2015 M&O 1.0400000 I&S .37560000 Total 1.4156000 2014 M&O 1.0400000 I&S .37570000 Total 1.4157000

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT.

4.1.62

**Print Date: 03/18/2016**

PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE CHECKS PAYABLE TO:

RO'VIN GARRETT, PCC  
 BRAZORIA COUNTY TAX ASSESSOR - COLLECTOR  
 111 E. LOCUST  
 ANGLETON, TEXAS 77515  
 (979) 864-1320, (979) 388-1320, (281) 756-1320



\* 0 5 4 9 0 0 9 0 0 0 \*

0549-0090-000  
 TEXAS GLOBAL INVESTMENT GROUP LLC  
 % NAIR SOMARA JAN  
 2804 GREEN MOUNTAIN DR  
 PEARLAND, TX 77584-3438

**AMOUNT PAID:**  
 \$ \_\_\_\_\_

**AGENDA REQUEST  
BUSINESS OF THE CITY COUNCIL  
CITY OF PEARLAND, TEXAS**

<b>AGENDA OF:</b> 6/27/2016	<b>ITEM NO.:</b> Resolution No. R2016-117
<b>DATE SUBMITTED:</b> 6/16/2016	<b>DEPARTMENT OF ORIGIN:</b> Finance
<b>PREPARED BY:</b> Joel Hardy	<b>PRESENTOR:</b> Joel Hardy
<b>REVIEWED BY:</b> Jon R. Branson	<b>REVIEW DATE:</b> June 22, 2016
<b>SUBJECT: RESOLUTION R2016-117</b> – A Resolution of the City Council of the City of Pearland, Texas authorizing the City’s participation in the Edward Byrne Memorial Justice Assistance Formula Grant (JAG) Program to purchase nine (9) Body-Worn Surveillance Cameras in the amount of \$11,670 – FY 2016-17.	
<b>EXHIBITS: Resolution R2016-117 FY2016-17 JAG Application</b>	
<b>EXPENDITURE REQUIRED: -0- AMOUNT AVAILABLE: N/A ACCOUNT NO.: N/A</b>	<b>AMOUNT BUDGETED: N/A PROJECT NO.: N/A</b>
<b>ADDITIONAL APPROPRIATION REQUIRED: -0- ACCOUNT NO.: N/A PROJECT NO.: N/A</b>	
<b>To be completed by Department:</b> <input type="checkbox"/> Finance <input type="checkbox"/> Legal <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution	

**EXECUTIVE SUMMARY**

In May, 2016, the City of Pearland received notice from the Bureau of Justice Assistance soliciting applications for projects to prevent and control crime and to improve the criminal justice system; including but not limited to: crime prevention, education programs, and crime victim and witness programs. The funds originate from the E. Byrne Memorial Justice Assistance Grant Program (JAG), and the direct allocation for the City of Pearland is \$11,670.

**SCOPE OF CONTRACT/AGREEMENT**

The application deadline for \$11,670 in JAG funding is June 30, 2016, and the proposal is attached to this agenda request. Upon approval from the Department of Justice, grant funds will be used to provide body-worn surveillance cameras to the portion of Fire Department personnel with certified “peace officer” status. These nine (9) officers within the Fire Marshal’s Office (FMO) will be equipped with the same units our police officers are being assigned, and will be interoperable with the City’s law enforcement data management infrastructure.

### **BID AND AWARD**

Notification of an approved award of funds will be provided to the City in September of 2016. No matching funds are required.

### **POLICY/GOAL CONSIDERATION**

Staff anticipates the efforts associated with this program's activities tying into the City's "Safe Community" Strategic Goal.

### **RECOMMENDED ACTION**

Consideration and approval of Resolution R2016- of the City Council of the City of Pearland, Texas authorizing the City's participation in the Edward Byrne Memorial Justice Assistance Formula Grant (JAG) Program to purchase nine (9) Body-Worn Surveillance Cameras in the amount of \$11,670 in the FY 2016-17 budget.

**RESOLUTION NO. R2016-117**

**A Resolution of the City Council of the City of Pearland, Texas authorizing the City's participation in the Edward Byrne Memorial Justice Assistance Formula Grant (JAG) Program to purchase nine (9) Body-Worn Surveillance Cameras in the amount of \$11,670 – FY 2016-17.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS:**

**Section 1.** That the City's participation in the Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Fiscal Year 2016-17; grant application number 2016-H3517-TX-DJ, which is attached hereto as Exhibit "A," and contains the proposed expenditure of requested JAG Grant Funds for FY 2016-2017, is hereby authorized for the purchase of nine (9) body-worn surveillance cameras for the Pearland law enforcement personnel.

PASSED, APPROVED and ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2016.

\_\_\_\_\_  
TOM REID  
MAYOR

ATTEST:

\_\_\_\_\_  
YOUNG LORFING, TRMC  
CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
DARRIN M. COKER  
CITY ATTORNEY

**Application No.:** 2016-H3517-TX-DJ

### **Project Abstract**

**Name of Applicant:** City of Pearland Fire Department

**Application No.:** 2016-H3517-TX-DJ

**Joint Disparate Co-Applicant:** N/A

**Title of Project:** Pearland Public Safety Body-Worn Surveillance Program

**Funding Request:** \$11,670

**Project Identifiers:** Body Worn Surveillance

**Goal:** To improve local law enforcement accountability to the public.

**Objectives:**

- (A) Equip 9 certified public safety “peace officers” with body-worn surveillance devices; and
- (B) Provide requisite storage and data management for electronic information collected by the cameras.

### **Project Narrative**

The City of Pearland is requesting the use of JAG Program funding to purchase 9 body-worn surveillance cameras for local sworn public safety officers. There are two primary purposes these items will serve:

- 1. Improve accountability for officers involved in on-site investigations involving arsons, illegal dumping, emergency management and cases associated with the use of explosive materials; and**
- 2. Improve the parity between Fire and Police officials when involved in mutual, interdepartmental investigations of crimes such as arson, illegal dumping, emergency management and cases associated with the use of explosive materials.**

Fire Marshals are often authorized police officials as well, as is the case in Pearland. Currently, nine (9) such officers serve in this capacity, as they investigate arsons, cases involving illegal dumping, and conduct a number of emergency management activities in conjunction with police officials. Their investigations often involve direct contact with suspects and persons of interest, and can even pattern the types of interactions police have with citizens. They are part of the same law enforcement community that arrives

**Application No.:** 2016-H3517-TX-DJ

at the scene of an arrest involving one of these cases, and have the authority to detain and apprehend offenders of local criminal codes related to the commission of a crime involving fires and the improper disposal of hazardous materials. Body-worn surveillance cameras will provide these licensed, certified public safety officers with the ability to conduct their business as “peace officers” and investigators with the same tools that their police counterparts are equipped with.



**PROPOSED BUDGET  
FY16 E. Byrne Memorial Justice Assistance Grant – Local Solicitation**

**Supplies**

<b>Purpose</b>	<b>Item</b>	<b>Calculation</b>	<b>Cost</b>
Law Enforcement Surveillance	Body-Worn Cameras	9 @ \$1,142 ea.	\$10,278

**Other Costs**

<b>Purpose</b>	<b>Item</b>	<b>Calculation</b>	<b>Cost</b>
Data Management	Terabytes of Electronic Storage	1 @ \$1,392 ea.	\$ 1,392

**PROPOSED BUDGET SUMMARY**

<b>Budget Category</b>	<b>Amount</b>
Supplies	\$10,278.00
Other Costs	\$ 1,392.00
<b><u>Federal Share Requested</u></b>	<b><u>\$11,670.00</u></b>
<b>JAG GRANT FUNDING REQUEST</b>	<b>\$11,670.00</b>

**NOTE: You must click on the "Accept" button at the bottom of the page before closing this window**



OMB APPROVAL  
NUMBER 1121-0140

EXPIRES 03/31/2016

### STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity:
  - a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
  - b. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Accept

**NOTE: You must click on the "Accept" button at the bottom of the page before closing this window**

**U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE CHIEF FINANCIAL OFFICER**

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "DOJ Implementation of OMB Guidance on Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

Pursuant to Executive Order 12549, Debarment and Suspension, implemented at 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Section 2867.20(a), and other requirements:

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Have not within a two-year period preceding this application been convicted of a felony criminal violation under any Federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at [Ojpcompliancereporting@usdoj.gov](mailto:Ojpcompliancereporting@usdoj.gov), and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Government in this case.

(d) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(e) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

### 3. FEDERAL TAXES

A. If the applicant is a corporation, the applicant certifies that either (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to OJP at [Ojpcompliancereporting@usdoj.gov](mailto:Ojpcompliancereporting@usdoj.gov), and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Government in this case.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

### 4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650:

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Accept

**AGENDA REQUEST  
BUSINESS OF THE CITY COUNCIL  
CITY OF PEARLAND, TEXAS**

<b>AGENDA OF:</b>	June 27, 2016	<b>ITEM NO.:</b>	Resolution No. R2016-119
<b>DATE SUBMITTED:</b>	June 17, 2016	<b>DEPT. OF ORIGIN:</b>	Finance <b>PRESENTOR:</b>
<b>PREPARED BY:</b>	Bob Pearce	Vance Riley	<b>REVIEW DATE:</b> June 22,
<b>REVIEWED BY:</b>	Jon R. Branson	2016	
<b>SUBJECT: Resolution No. R2016-119</b> – A Resolution of the City Council of the City of Pearland, Texas, renewing a unit supply bid for the purchase of Fire Department Medical Supplies to Bound Tree Medical, LLC in the estimated amount of \$50,000 for the period of June 26, 2016 to June 25, 2017.			
<b>EXHIBITS:</b> R2016-119 Exhibit A – Bid Tabulation			
<b>FUNDING:</b>	<input type="checkbox"/> Grant	<input type="checkbox"/> Developer/Other	<input checked="" type="checkbox"/> Cash
	<input type="checkbox"/> Bonds To Be Sold	<input type="checkbox"/> Bonds- Sold	<input type="checkbox"/> L/P – Sold
			<input type="checkbox"/> L/P – To Be Sold
<b>EXPENDITURE REQUIRED:</b> \$50,000 (annual est.)		<b>AMOUNT BUDGETED:</b> \$50,000	
<b>AMOUNT AVAILABLE:</b> \$50,000		<b>PROJECT NO.:</b>	
<b>ACCOUNT NO.:</b> 100-205-260.5130		<b>ACCOUNT NO.:</b>	
<b>ADDITIONAL APPROPRIATION REQUIRED:</b>		<b>ACCOUNT NO.:</b>	
<b>PROJECT NO.:</b>			
<b>To be completed by Department:</b>			
Finance	Legal	Ordinance	Resolution

**EXECUTIVE SUMMARY**

**BACKGROUND**

In order to assure the continued provision of high quality medical emergency services to our citizens, it is necessary for the City to procure stable suppliers (in terms of pricing, product quality, and delivery reliability) for its medical supplies and pharmaceuticals. To achieve this requirement, City Bid No. 0415-37 was issued for the purchase of medical supplies for use by the Fire Department, with a total of nine (9) sealed bids received on May 12, 2015. The award recommendations are predicated on the lowest responsive, responsible bidder for each line item, with the provision that a vendor must win at least 20% of the total items in the bid to be considered for award, in order to avoid an unwieldy number of vendors for the department when ordering supplies.

Pursuant to Resolution #R2015-102, City Council approved a bid award for Fire Department medical supplies to Bound Tree Medical, LLC in June, 2015 as a unit supply bid.

**SCOPE OF CONTRACT**

One (1) year agreement for the purchase of medical supplies as needed by the City's Fire Department with two (2) subsequent one-year renewal options, upon the mutual agreement of the parties, and the approval of City Council.

**BID AND AWARD**

The initial contract term was for a period of one (1) year, with two (2) additional one-year renewal options available upon the mutual agreement of both parties and the approval of City Council.

Bound Tree Medical, LLC has agreed to renew its contract with no price change at this time, therefore pricing for the renewal period will be at the originally awarded unit pricing.

**SCHEDULE**

Supply of medical supplies will occur as needed throughout the term of the agreement.

**POLICY/GOAL CONSIDERATION**

Safe Community - Purchase of these medical supplies will ensure the Fire Department's continued capability to provide outstanding emergency medical services to its citizens.

**CURRENT AND FUTURE FUNDING /FINANCIAL IMPACTS**

Funding for these items come from the General Fund for Fire Department Materials and Supplies.

**RECOMMENDED ACTION**

City Council consideration and approval of Resolution No. R2016-119 awarding a unit supply bid for the purchase of Fire Department Medical Supplies to Bound Tree Medical, LLC in the estimated amount of \$50,000 for the period of June 26, 2016 to June 25, 2017.

**RESOLUTION NO. R2016-119**

**A Resolution of the City Council of the City of Pearland, Texas, renewing a bid for the purchase of Fire Department medical supplies to Bound Tree Medical, LLC., in the estimated amount of \$50,000 for the period of June 26, 2016 through June 25, 2017.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS:**

**Section 1.** That the City previously opened unit supply bids for the supply of fire medical supplies, and such bids were reviewed and tabulated.

**Section 2.** That the City Council hereby renews a bid with Bound Tree Medical, LLC., in the unit price amounts reflected in Exhibit "A" attached hereto.

**Section 3.** The City Manager or his designee is hereby authorized to execute a unit supply contract for fire medical supplies.

PASSED, APPROVED and ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2016.

\_\_\_\_\_  
TOM REID  
MAYOR

ATTEST:

\_\_\_\_\_  
YOUNG LORFING, TRMC  
CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
DARRIN M. COKER  
CITY ATTORNEY

**Bid No. 0415-37 Addendum 1 Fire Department Medical Supplies**  
**Closing - May 12, 2015 @ 2:00 p.m.**

Line	Description	UOM	QTY	Nashville Medical & EMS Products Inc.		MMS- A Medical Supply Company		Southeastern Emergency Equipment		Life-Assist, Inc.		Bound Tree Medical		Henry Schein EMS		Moore Medical LLC		
				Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	
<b>AIRWAY</b>																		
1.1	AUTOVENT 3000 PATIENT VENTILATOR CIRCUIT	EA	10	\$4.19	\$41.90	\$6.95	\$69.50	\$2,118.30	\$21,183.00	\$6.23	\$62.30	\$2,543.49	\$25,434.90	\$5.41	\$54.10	\$66.62	\$666.20	
1.2	BITE STICK, INDIVIDUAL	EA	20	\$0.29	\$5.80	\$0.30	\$6.00	\$0.34	\$6.80	\$0.27	\$5.40	\$0.28	\$5.60	\$0.23	\$4.60	\$0.22	\$4.40	
1.3	BLADE, FIBEROPTIC, MAC 1, AMERICAN, STAINLESS DISP.	EA	10	\$3.49	\$34.90	\$3.87	\$38.70	\$3.43	\$34.30	\$4.64	\$46.40	\$3.54	\$35.40	\$3.80	\$38.00	\$4.86	\$48.60	
1.4	BLADE, FIBEROPTIC, MAC 2, AMERICAN, STAINLESS DISP.	EA	10	\$3.49	\$34.90	\$3.87	\$38.70	\$3.43	\$34.30	\$4.64	\$46.40	\$3.54	\$35.40	\$3.80	\$38.00	\$4.86	\$48.60	
1.5	BLADE, FIBEROPTIC, MAC 3, AMERICAN, STAINLESS DISP.	EA	40	\$3.49	\$139.60	\$3.87	\$154.80	\$3.43	\$137.20	\$4.64	\$185.60	\$3.54	\$141.60	\$3.80	\$152.00	\$4.86	\$194.40	
1.6	BLADE, FIBEROPTIC, MAC 4, AMERICAN, STAINLESS DISP.	EA	60	\$3.49	\$209.40	\$3.87	\$232.20	\$3.43	\$205.80	\$4.64	\$278.40	\$3.54	\$212.40	\$3.80	\$228.00	\$4.86	\$291.60	
1.7	BLADE, FIBEROPTIC, MIL 0, AMERICAN, STAINLESS DISP.	EA	10	\$3.49	\$34.90	\$3.87	\$38.70	\$3.43	\$34.30	\$4.64	\$46.40	\$3.54	\$35.40	\$3.80	\$38.00	\$4.86	\$48.60	
1.8	BLADE, FIBEROPTIC, MIL 1, AMERICAN, STAINLESS DISP.	EA	10	\$3.49	\$34.90	\$3.87	\$38.70	\$3.43	\$34.30	\$4.64	\$46.40	\$3.54	\$35.40	\$3.80	\$38.00	\$4.86	\$48.60	
1.9	BLADE, FIBEROPTIC, MIL 2, AMERICAN, STAINLESS DISP.	EA	10	\$3.49	\$34.90	\$3.87	\$38.70	\$3.43	\$34.30	\$4.64	\$46.40	\$3.54	\$35.40	\$3.80	\$38.00	\$4.86	\$48.60	
1.10	BLADE, FIBEROPTIC, MIL 3, AMERICAN, STAINLESS DISP.	EA	10	\$3.49	\$34.90	\$3.87	\$38.70	\$3.43	\$34.30	\$4.64	\$46.40	\$3.54	\$35.40	\$3.80	\$38.00	\$4.86	\$48.60	
1.11	BLADE, FIBEROPTIC, MIL 4, AMERICAN, STAINLESS DISP.	EA	10	\$3.49	\$34.90	\$3.87	\$38.70	\$3.43	\$34.30	\$4.64	\$46.40	\$3.54	\$35.40	\$3.80	\$38.00	\$4.86	\$48.60	
1.12	BOUGIE TUBE INDUCER, 15 FR X 70 CM		25	\$2.79	\$69.75	\$4.18	\$104.50	\$4.69	\$117.25	\$5.68	\$142.00	\$4.06	\$101.50	\$7.17	\$179.25	\$7.56	\$189.00	
1.13	EMERGENT, CPAP BREATHING CIRCUIT	EA	40	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00	\$41.84	\$1,673.60	\$42.51	\$1,700.40	No Bid	\$0.00	
1.14	EMERGENT, CPAP LARGE MASK	EA	2	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00	\$6.74	\$13.48	\$13.02	\$26.04	No Bid	\$0.00	
1.15	EMERGENT, CPAP SMALL MASK	EA	2	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00	\$9.26	\$18.52	\$9.93	\$19.86	No Bid	\$0.00	
1.16	END TIDAL, CO2 DETECTOR PHILLIPS MONITOR #M2526A	EA	75	No Bid	\$0.00	\$23.00	\$1,725.00	\$14.69	\$1,101.75	\$9.73	\$729.75	\$8.53	\$639.75	\$15.11	\$1,133.25	No Bid	\$0.00	
1.17	END TIDAL, CO2 DETECTOR PHILLIPS CANNULA #M1920A	EA	75	No Bid	\$0.00	\$16.00	\$1,200.00	\$10.20	\$765.00	\$13.39	\$1,004.25	\$8.34	\$625.50	\$10.51	\$788.25	\$9.94	\$745.50	
1.18	ET TUBE STYLET ADULT	EA	1	\$1.19	\$1.19	\$1.85	\$1.85	\$1.73	\$1.73	\$1.79	\$1.79	\$1.47	\$1.47	\$2.98	\$2.98	No Bid	\$0.00	
1.19	ET TUBE STYLET PEDIATRIC	EA	1	\$1.19	\$1.19	\$1.85	\$1.85	\$1.73	\$1.73	\$1.79	\$1.79	\$1.47	\$1.47	\$2.98	\$2.98	No Bid	\$0.00	
1.20	ET/STYLE, NO CUFF, 4.0 MM, RUSCH FLEXI-SET	EA	12	\$1.09	\$13.08	\$1.40	\$16.80	\$3.29	\$39.48	\$1.67	\$20.04	\$0.48	\$5.76	\$3.67	\$44.04	\$3.37	\$40.44	
1.21	ET/STYLE, NO CUFF, 4.5 MM, RUSCH FLEXI-SET	EA	12	\$1.09	\$13.08	\$1.40	\$16.80	\$3.29	\$39.48	\$1.67	\$20.04	\$0.48	\$5.76	\$3.66	\$43.92	\$3.37	\$40.44	
1.22	ET/STYLE, CUFF, 5.0 MM, RUSCH FLEXI-SET	EA	12	\$1.19	\$14.28	\$1.43	\$17.16	\$3.41	\$40.92	\$1.67	\$20.04	\$0.60	\$7.20	\$4.05	\$48.60	\$3.49	\$41.88	
1.23	ET/STYLE, CUFF, 5.5 MM, RUSCH FLEXI-SET	EA	12	\$1.19	\$14.28	\$1.43	\$17.16	\$3.41	\$40.92	\$1.67	\$20.04	\$0.60	\$7.20	\$4.05	\$48.60	\$3.49	\$41.88	
1.24	ET/STYLE, CUFF, 6.0 MM, RUSCH FLEXI-SET	EA	36	\$1.19	\$42.84	\$1.43	\$51.48	\$3.41	\$122.76	\$1.67	\$60.12	\$0.60	\$21.60	\$4.04	\$145.44	\$3.49	\$125.64	
1.25	ET/STYLE, CUFF, 6.5 MM, RUSCH FLEXI-SET	EA	36	\$1.19	\$42.84	\$1.43	\$51.48	\$3.41	\$122.76	\$1.67	\$60.12	\$0.60	\$21.60	\$4.04	\$145.44	\$3.49	\$125.64	
1.26	ET/STYLE, CUFF, 7.0 MM, RUSCH FLEXI-SET	EA	96	\$1.19	\$114.24	\$1.43	\$137.28	\$3.41	\$327.36	\$1.67	\$160.32	\$0.60	\$57.60	\$4.04	\$387.84	\$3.49	\$335.04	
1.27	ET/STYLE, CUFF, 7.5 MM, RUSCH FLEXI-SET	EA	96	\$1.19	\$114.24	\$1.43	\$137.28	\$3.41	\$327.36	\$1.67	\$160.32	\$0.60	\$57.60	\$4.04	\$387.84	\$3.49	\$335.04	
1.28	ET/STYLE, CUFF, 8.0 MM, RUSCH FLEXI-SET	EA	36	\$1.19	\$42.84	\$1.43	\$51.48	\$3.41	\$122.76	\$1.67	\$60.12	\$0.60	\$21.60	\$4.04	\$145.44	\$3.49	\$125.64	
1.29	ET/STYLE, CUFF, 8.5 MM, RUSCH FLEXI-SET	EA	12	\$1.19	\$14.28	\$1.43	\$17.16	\$3.41	\$40.92	\$1.67	\$20.04	\$0.60	\$7.20	\$4.04	\$48.48	\$3.49	\$41.88	
1.30	ET/STYLE, CUFF, 9.0 MM, RUSCH FLEXI-SET	EA	12	\$1.19	\$14.28	\$1.43	\$17.16	\$3.41	\$40.92	\$1.67	\$20.04	\$0.60	\$7.20	\$4.01	\$48.12	\$3.49	\$41.88	
1.31	ET/STYLE, NO CUFF, 2.0 MM, RUSCH FLEXI-SET	EA	12	\$1.09	\$13.08	\$4.15	\$49.80	\$3.29	\$39.48	\$1.80	\$21.60	\$0.48	\$5.76	\$4.06	\$48.72	No Bid	\$0.00	
1.32	ET/STYLE, NO CUFF, 2.5 MM, RUSCH FLEXI-SET	EA	12	\$1.09	\$13.08	\$3.52	\$42.24	\$3.29	\$39.48	\$1.67	\$20.04	\$0.48	\$5.76	\$3.66	\$43.92	\$3.37	\$40.44	
1.33	ET/STYLE, NO CUFF, 3.0 MM, RUSCH FLEXI-SET	EA	12	\$1.09	\$13.08	\$1.40	\$16.80	\$3.29	\$39.48	\$1.67	\$20.04	\$0.48	\$5.76	\$3.67	\$44.04	\$3.37	\$40.44	
1.34	ET/STYLE, NO CUFF, 3.5 MM, RUSCH FLEXI-SET	EA	12	\$1.09	\$13.08	\$1.40	\$16.80	\$3.29	\$39.48	\$1.67	\$20.04	\$0.48	\$5.76	\$3.67	\$44.04	\$3.37	\$40.44	

Line	Description	UOM	QTY	Nashville Medical & EMS Products Inc.		MMS- A Medical Supply Company		Southeastern Emergency Equipment		Life-Assist, Inc.		Bound Tree Medical		Henry Schein EMS		Moore Medical LLC	
				Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1.35	FORCEP, KELLY, STRAIGHT, 5.5"	EA	10	\$0.71	\$7.10	\$2.90	\$29.00	\$0.92	\$9.20	\$2.20	\$22.00	\$0.76	\$7.60	\$1.05	\$10.50	\$7.52	\$75.20
1.36	FORCEPS, MAGILL, ADULT, 10"	EA	10	\$2.89	\$28.90	\$4.15	\$41.50	\$3.44	\$34.40	\$3.75	\$37.50	\$3.30	\$33.00	\$3.36	\$33.60	\$3.21	\$32.10
1.37	FORCEPS, MAGILL, CHILD, 8"	EA	10	\$2.59	\$25.90	\$3.80	\$38.00	\$3.44	\$34.40	\$3.75	\$37.50	\$3.33	\$33.30	\$3.31	\$33.10	\$2.94	\$29.40
1.38	HANDLE, LARYN, LARGE, STANDARD FIBER OPTIC	EA	10	\$27.19	\$271.90	\$32.20	\$322.00	\$39.00	\$390.00	\$34.40	\$344.00	\$9.32	\$93.20	\$9.10	\$91.00	\$56.44	\$564.40
1.39	HANDLE, LARYN, SMALL, STANDARD FIBER OPTIC	EA	10	\$27.19	\$271.90	\$32.20	\$322.00	\$39.00	\$390.00	\$34.40	\$344.00	\$9.32	\$93.20	\$9.11	\$91.10	\$67.73	\$677.30
1.40	KING TUBE KLTD 212, SIZE 2	EA	4	No Bid	\$0.00	\$33.25	\$133.00	\$26.53	\$106.12	\$24.09	\$96.36	\$28.03	\$112.12	No Bid	\$0.00	\$24.44	\$97.76
1.41	KING TUBE KLTD 2125, SIZE 2.5	EA	4	No Bid	\$0.00	\$33.25	\$133.00	\$26.53	\$106.12	\$24.09	\$96.36	\$28.03	\$112.12	No Bid	\$0.00	\$24.44	\$97.76
1.42	KING TUBE KLTD 413, SIZE 3	EA	12	No Bid	\$0.00	\$35.67	\$428.04	\$29.05	\$348.60	\$24.09	\$289.08	\$30.81	\$369.72	No Bid	\$0.00	\$24.44	\$293.28
1.43	KING TUBE KLTD 414, SIZE 4	EA	24	No Bid	\$0.00	\$35.67	\$856.08	\$29.05	\$697.20	\$24.09	\$578.16	\$30.81	\$739.44	No Bid	\$0.00	\$24.44	\$586.56
1.44	KING TUBE KLTD 415, SIZE 5	EA	24	No Bid	\$0.00	\$35.67	\$856.08	\$29.05	\$697.20	\$24.09	\$578.16	\$30.81	\$739.44	No Bid	\$0.00	\$24.44	\$586.56
1.45	KING VISION DISP BLADE CHANNELED, #3 KVL03C	EA	36	No Bid	\$0.00	No Bid	\$0.00	\$27.65	\$995.40	\$27.19	\$978.84	\$28.03	\$1,009.08	No Bid	\$0.00	No Bid	\$0.00
1.46	KING VISION DISP BLADE NON CHANNELED, #3 KVL03	EA	24	No Bid	\$0.00	No Bid	\$0.00	\$27.65	\$663.60	\$27.19	\$652.56	\$28.03	\$672.72	No Bid	\$0.00	No Bid	\$0.00
1.47	LUBRICATING JELLY, IND. PACK	EA	24	No Bid	\$0.00	\$0.04	\$0.96	\$0.347	\$8.328	\$0.05	\$1.20	\$0.057	\$1.368	\$10.08	\$241.92	\$4.61	\$110.64
1.48	MASK, OX, PEDI/CHILD, NON-REBREATH, 50/CS	CS	6	\$32.19	\$193.14	\$35.99	\$215.94	\$48.00	\$288.00	\$37.99	\$227.94	\$31.50	\$189.00	\$1.07	\$6.42	\$1.29	\$7.74
1.49	MASK, OX, ADULT, NON-REBREATH, 50/CS	CS	24	\$31.99	\$767.76	\$32.27	\$774.48	\$46.00	\$1,104.00	\$30.50	\$732.00	\$31.50	\$756.00	\$1.18	\$28.32	\$1.06	\$25.44
1.50	MASK, OX, INFANT, SIMPLE FACE MASK, 50/CS	CS	2	\$34.29	\$68.58	\$37.23	\$74.46	\$95.00	\$190.00	\$40.79	\$81.58	\$57.50	\$115.00	\$2.82	\$5.64	\$0.60	\$1.20
1.51	MECONIUM ASPIRATOR	EA	2	No Bid	\$0.00	\$4.19	\$8.38	\$4.02	\$8.04	\$3.66	\$7.32	\$3.83	\$7.66	\$3.99	\$7.98	\$3.89	\$7.78
1.52	NASAL CANNULA, ADULT, 7, 50/CS	CS	30	\$12.29	\$368.70	\$12.26	\$367.80	\$13.00	\$390.00	\$12.32	\$369.60	\$12.00	\$360.00	\$8.83	\$264.90	\$0.26	\$7.80
1.53	NEBULIZER, ADULT, MASK, 7, 50/CS	CS	8	\$36.49	\$291.92	\$38.77	\$310.16	\$31.50	\$252.00	\$48.72	\$389.76	\$24.00	\$192.00	\$37.00	\$296.00	\$0.89	\$7.12
1.54	NEBULIZER, PEDI, MASK, 7, 50/CS	CS	2	\$38.19	\$76.38	\$53.09	\$106.18	\$72.00	\$144.00	\$51.52	\$103.04	\$37.00	\$74.00	\$29.00	\$58.00	\$0.78	\$1.56
1.55	OPA, 100MM	EA	12	\$0.137	\$1.644	\$0.14	\$1.68	\$0.14	\$1.68	\$0.13	\$1.56	\$0.14	\$1.68	\$0.14	\$1.68	\$0.13	\$1.56
1.56	OPA, 110MM	EA	12	\$0.137	\$1.644	\$0.14	\$1.68	\$0.14	\$1.68	\$0.13	\$1.56	\$0.14	\$1.68	\$0.14	\$1.68	\$0.13	\$1.56
1.57	OPA, 43MM	EA	12	\$0.137	\$1.644	\$0.14	\$1.68	\$0.14	\$1.68	\$0.13	\$1.56	\$0.14	\$1.68	\$0.14	\$1.68	\$0.13	\$1.56
1.58	OPA, 60MM	EA	12	\$0.137	\$1.644	\$0.14	\$1.68	\$0.14	\$1.68	\$0.13	\$1.56	\$0.14	\$1.68	\$0.14	\$1.68	\$0.13	\$1.56
1.59	OPA, 80MM	EA	12	\$0.137	\$1.644	\$0.14	\$1.68	\$0.14	\$1.68	\$0.13	\$1.56	\$0.14	\$1.68	\$0.14	\$1.68	\$0.13	\$1.56
1.60	OPA, 90MM	EA	12	\$0.137	\$1.644	\$0.14	\$1.68	\$0.14	\$1.68	\$0.13	\$1.56	\$0.14	\$1.68	\$0.14	\$1.68	\$0.13	\$1.56
1.61	RESUS, ADULT, BAG, MASK, COLLAPSED	EA	216	\$7.79	\$1,682.64	\$7.33	\$1,583.28	\$8.08	\$1,745.28	\$7.50	\$1,620.00	\$9.32	\$2,013.12	\$8.38	\$1,810.08	No Bid	\$0.00
1.62	RESUS, INFANT, BAG, MASK, MAN, COLLAPSED	EA	12	\$7.99	\$95.88	\$7.87	\$94.44	\$8.08	\$96.96	\$7.50	\$90.00	\$9.32	\$111.84	\$11.11	\$133.32	No Bid	\$0.00
1.63	RESUS, PEDI, BAG, MASK, MAN, COLLAPSED	EA	24	\$7.99	\$191.76	\$8.78	\$210.72	\$8.08	\$193.92	\$7.50	\$180.00	\$9.32	\$223.68	\$11.11	\$266.64	No Bid	\$0.00
1.64	THOMAS ADULT ET TUBE HOLDER	EA	200	\$2.05	\$410.00	\$2.66	\$532.00	\$2.70	\$540.00	\$2.30	\$460.00	\$2.51	\$502.00	\$2.60	\$520.00	\$2.61	\$522.00
1.65	THOMAS PEDI ET TUBE HOLDER	EA	20	No Bid	\$0.00	\$2.66	\$53.20	\$2.70	\$54.00	\$2.30	\$46.00	\$2.51	\$50.20	\$2.59	\$51.80	\$2.61	\$52.20
1.66	SUCT. CATH, 10 FR, STRAIGHT, GRAD	EA	12	\$0.145	\$1.74	\$0.17	\$2.04	\$0.19	\$2.28	\$0.30	\$3.60	\$0.11	\$1.32	\$0.34	\$4.08	\$0.22	\$2.64
1.67	SUCT. CATH, 12 FR, STRAIGHT, GRAD	EA	12	\$0.145	\$1.74	\$0.17	\$2.04	\$0.19	\$2.28	\$0.30	\$3.60	\$0.11	\$1.32	\$0.21	\$2.52	\$0.22	\$2.64
1.68	SUCT. CATH, 14 FR, STRAIGHT, GRAD	EA	12	\$0.145	\$1.74	\$0.17	\$2.04	\$0.19	\$2.28	\$0.30	\$3.60	\$0.11	\$1.32	\$0.48	\$5.76	\$0.22	\$2.64
1.69	SUCT. CATH, 16 FR, STRAIGHT, GRAD	EA	12	\$0.145	\$1.74	\$0.17	\$2.04	\$0.19	\$2.28	\$0.30	\$3.60	\$0.11	\$1.32	\$0.21	\$2.52	\$0.22	\$2.64
1.70	SUCT. CATH, 18 FR, STRAIGHT, GRAD	EA	12	\$0.145	\$1.74	\$0.17	\$2.04	\$0.19	\$2.28	\$0.30	\$3.60	\$0.11	\$1.32	\$0.48	\$5.76	\$0.22	\$2.64
1.71	SUCT. CATH, 8 FR, STRAIGHT, GRAD	EA	12	\$0.145	\$1.74	\$0.17	\$2.04	\$0.19	\$2.28	\$0.30	\$3.60	\$0.11	\$1.32	\$0.34	\$4.08	\$0.22	\$2.64
1.72	SUCTION CANISTER, 1200CC DISP, BEMIS ONLY	EA	120	\$2.72	\$326.40	\$2.76	\$331.20	\$3.10	\$372.00	\$2.65	\$318.00	\$2.74	\$328.80	\$2.57	\$308.40	\$2.83	\$339.60
1.73	SUCTION TUBING, 6' LONG, 1/4 ID	EA	120	\$0.63	\$75.60	\$0.63	\$75.60	\$0.86	\$103.20	\$0.79	\$94.80	\$0.52	\$62.40	\$1.01	\$121.20	\$0.68	\$81.60
1.74	SUCTION YANKAUER W/VACUUM CONTROL	EA	120	\$0.31	\$37.20	\$0.36	\$43.20	\$0.36	\$43.20	\$0.37	\$44.40	\$0.33	\$39.60	\$0.56	\$67.20	\$1.67	\$200.40
<b>Total Package 1</b>					\$6,417.694		\$12,386.50		\$35,212.848		\$12,290.16		\$38,420.558		\$10,714.11		\$8,278.62

<b>TRAUMA</b>																		
2.1	BAND-AID, KNUCKLE, 100/BX	BXS	6	\$2.99	\$17.94	\$2.71	\$16.26	\$3.43	\$20.58	\$3.35	\$20.10	\$3.43	\$20.58	\$1.92	\$11.52	\$2.13	\$12.78	

Line	Description	UOM	QTY	Nashville Medical & EMS Products Inc.		MMS- A Medical Supply Company		Southeastern Emergency Equipment		Life-Assist, Inc.		Bound Tree Medical		Henry Schein EMS		Moore Medical LLC	
				Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
2.2	BAND-AID, 1X3, 100/BX	BXS	12	\$1.19	\$14.28	\$1.16	\$13.92	\$1.77	\$21.24	\$1.39	\$16.68	\$1.28	\$15.36	\$0.92	\$11.04	\$0.98	\$11.76
2.3	BLADE, FOR RING CUTTER	EA	12	\$1.19	\$14.28	\$4.60	\$55.20	\$1.21	\$14.52	\$1.65	\$19.80	\$1.61	\$19.32	\$2.03	\$24.36	\$1.78	\$21.36
2.4	BURN SHEET, 60 X 96, STERILE	EA	48	\$1.19	\$57.12	\$1.81	\$86.88	\$2.40	\$115.20	\$1.77	\$84.96	\$2.48	\$119.04	\$1.66	\$79.68	\$1.89	\$90.72
2.5	C-COLLAR, AMBU PERFIT ACE ADULT	EA	720	No Bid	\$0.00	\$5.73	\$4,125.60	\$5.07	\$3,650.40	\$4.25	\$3,060.00	\$4.43	\$3,189.60	\$4.52	\$3,254.40	\$5.22	\$3,758.40
2.6	C-COLLAR, AMBU MINI PERFIT ACE PEDI	EA	240	No Bid	\$0.00	\$5.73	\$1,375.20	\$5.07	\$1,216.80	\$4.25	\$1,020.00	\$4.43	\$1,063.20	\$4.52	\$1,084.80	\$5.22	\$1,252.80
2.7	EYEWASH, 4 OZ.	EA	24	\$1.79	\$42.96	\$1.99	\$47.76	\$1.90	\$45.60	\$1.58	\$37.92	\$2.59	\$62.16	\$1.09	\$26.16	\$1.22	\$29.28
2.8	GAUZE SP, 4" STERILE, 12 PLY, 2 PK, 25/PK, 600/CS	CS	2	\$32.89	\$65.78	\$16.80	\$33.60	\$41.25	\$82.50	\$42.00	\$84.00	\$1.34	\$2.68	\$48.25	\$96.50	\$2.10	\$4.20
2.9	GAUZE, 4 X 4, 3 PLY, 4000/CS, NON-STERILE	CS	24	\$22.00	\$528.00	\$32.47	\$779.28	\$45.23	\$1,085.52	\$73.60	\$1,766.40	\$52.60	\$1,262.40	\$56.61	\$1,358.64	\$3.56	\$85.44
2.10	HEAD IMMOBILIZER/I-TEC MULTI-GRIP ADULT	EA	600	No Bid	\$0.00	\$4.41	\$2,646.00	\$3.97	\$2,382.00	\$4.06	\$2,436.00	\$3.82	\$2,292.00	\$3.87	\$2,322.00	\$3.89	\$2,334.00
2.11	HEAT PACK, DISPOSEABLE, 24/CA	EA	96	\$0.59	\$56.64	\$0.56	\$53.76	\$0.4413	\$42.3648	\$0.41	\$39.36	\$0.263	\$25.248	\$6.48	\$622.08	\$0.70	\$67.20
2.12	HYDROGEN PEROXIDE, 3%, 16 OZ.	EA	96	\$1.09	\$104.64	\$0.56	\$53.76	\$0.44	\$42.24	\$0.75	\$72.00	\$0.81	\$77.76	\$0.63	\$60.48	\$0.44	\$42.24
2.13	ICE PACKS, DISPOSABLE	EA	144	\$0.49	\$70.56	\$0.39	\$56.16	\$0.27	\$38.88	\$0.27	\$38.88	\$0.26	\$37.44	\$0.27	\$38.88	\$0.22	\$31.68
2.14	KED OR GENERIC EQUIVALENT	EA	2	\$49.99	\$99.98	\$54.94	\$109.88	\$78.32	\$156.64	\$58.00	\$116.00	\$53.81	\$107.62	\$80.30	\$160.60	\$103.33	\$206.66
2.15	KERLEX BANDAGE, 4" CRINKLE GAUZE, NON-STERILE	EA	400	\$0.49	\$196.00	\$0.45	\$180.00	\$0.41	\$164.00	\$0.58	\$232.00	\$0.60	\$240.00	\$0.71	\$284.00	No Bid	\$0.00
2.16	MCI TRIAGE TAGS	EA	1	No Bid	\$0.00	\$0.90	\$0.90	\$0.78	\$0.78	\$0.43	\$0.43	\$0.79	\$0.79	\$38.50	\$38.50	\$37.25	\$37.25
2.17	NEEDLE DECOMPRESSION KIT, TO CONTAIN (AT A MINIMUM): IODINE SWABS, STERILE GAUZE, 20 CC SYRINGE WITH SLIP LOCK, 14 G X 2" CATHETERS, 3 WAY STOPCOCK WITH 21" TUBING	EA	10	No Bid	\$0.00	\$13.63	\$136.30	\$12.60	\$126.00	\$56.64	\$566.40	\$56.37	\$563.70	\$12.13	\$121.30	No Bid	\$0.00
2.18	RING CUTTER	EA	1	\$3.89	\$3.89	\$11.90	\$11.90	\$4.46	\$4.46	\$5.40	\$5.40	\$3.86	\$3.86	\$3.58	\$3.58	\$5.83	\$5.83
2.19	SAM SPLINT OR EQUIVALENT	EA	108	\$2.89	\$312.12	\$3.15	\$340.20	\$3.68	\$397.44	\$3.60	\$388.80	\$4.77	\$515.16	\$3.87	\$417.96	\$6.33	\$683.64
2.20	SPLINT, FERNOTRAC, TRACTION, ADULT	EA	5	\$114.19	\$570.95	\$139.77	\$698.85	\$336.18	\$1,680.90	\$260.03	\$1,300.15	\$147.72	\$738.60	\$273.14	\$1,365.70	No Bid	\$0.00
2.21	SPLINT, FERNOTRAC, TRACTION, PEDI	EA	5	\$114.19	\$570.95	\$139.77	\$698.85	\$336.18	\$1,680.90	\$260.03	\$1,300.15	\$147.72	\$738.60	\$273.14	\$1,365.70	No Bid	\$0.00
2.22	TAPE, CLEAR, 1" X 10 YD., TRANSPARE 3M BRAND ONLY, 12/BX	BXS	24	\$9.96	\$239.04	\$10.09	\$242.16	\$14.02	\$336.48	\$12.20	\$292.80	\$13.64	\$327.36	\$10.78	\$258.72	\$13.67	\$328.08
2.23	CAT- COMBAT APPLICATION TOURNIQUET- BLACK		24	\$27.99	\$671.76	\$25.96	\$623.04	\$25.12	\$602.88	\$23.10	\$554.40	\$24.72	\$593.28	\$23.17	\$556.08	\$23.33	\$559.92
2.24	TRAUMA DRESSING, 12" X 30", STERILE	EA	48	\$0.73	\$35.04	\$0.76	\$36.48	\$1.16	\$55.68	\$0.65	\$31.20	\$0.94	\$45.12	\$1.06	\$50.88	\$0.38	\$18.24
2.25	TRIANGUL/BANDAGE, 40 X 40 X 56	EA	144	\$0.29	\$41.76	\$0.19	\$27.36	\$1.02	\$146.88	\$0.30	\$43.20	\$0.20	\$28.80	\$0.24	\$34.56	\$0.37	\$53.28
2.26	PETROLEUM GAUZE, 3 X 9	EA	24	\$0.57	\$13.68	\$0.61	\$14.64	\$0.55	\$13.20	\$0.64	\$15.36	\$0.60	\$14.40	\$0.59	\$14.16	\$29.17	\$700.08
2.27	WEBBING PRE-CUT, 30 FT. ROLL	EA	100	\$5.59	\$559.00	No Bid	\$0.00	No Bid	\$0.00	\$12.00	\$1,200.00	\$5.99	\$599.00	No Bid	\$0.00	No Bid	\$0.00
2.28	WHITE MEDICAL TAPE "DUCT TAPE", 2" X 60 YDS.	EA	96	\$6.69	\$642.24	\$7.97	\$765.12	\$5.57	\$534.72	\$5.30	\$508.80	\$4.83	\$463.68	\$5.42	\$520.32	\$6.55	\$628.80
<b>Total Package 2</b>					\$4,928.61		\$13,229.06		\$14,658.8048		\$15,251.19		\$13,166.758		\$14,182.60		\$10,963.64

<b>MEDICATIONS</b>																	
3.1	ACETAMINOPHEN SUSPENSION, 160 MG/5 ML	EA	24	No Bid	\$0.00	\$2.65	\$63.60	No Bid		\$0.69	\$16.56	\$1.68	\$40.32	\$2.38	\$57.12	\$28.68	\$688.32
3.2	ACETAMINOPHEN TABLET 500 MG INDIVIDUALLY WRAPPED		50	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$0.04	\$2.00	\$0.029	\$1.45	\$10.00	\$500.00	No Bid	\$0.00
3.3	ADENOSINE, 6 MG/2 ML VIAL, ADENOCARD	EA	48	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$6.00	\$288.00	\$4.70	\$225.60	\$12.12	\$581.76	\$42.68	\$2,048.64
3.4	ALBUTEROL SULFATE, 3 ML, 25/BX	BXS	6	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$4.06	\$24.36	\$3.94	\$23.64	\$16.06	\$96.36	\$4.04	\$24.24
3.5	AMIODARONE, 150 MG/3 ML, VIAL	EA	40	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$1.82	\$72.80	\$1.86	\$74.40	\$52.19	\$2,087.60	\$1.72	\$68.80
3.6	ASPIRIN, CHILD, 81 MG, CHEWABLE, 36/BTL	EA	40	No Bid	\$0.00	\$0.60	\$24.00	No Bid		\$0.72	\$28.80	\$0.64	\$25.60	\$0.69	\$27.60	\$0.69	\$27.60
3.7	ATROPINE SULFATE, 1 MG/10 ML LUER JET	EA	100	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$4.13	\$413.00	\$5.92	\$592.00	\$34.24	\$3,424.00	\$4.88	\$488.00
3.8	ATROVENT, .5 MG, UNIT DOSE, 25/BX	BXS	4	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$4.72	\$18.88	\$4.20	\$16.80	\$9.91	\$39.64	No Bid	\$0.00
3.9	BENADRYL HCL, 50 MG/ML, 1 ML VIAL	EA	200	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$1.07	\$214.00	\$1.02	\$204.00	\$4.69	\$938.00	\$26.04	\$5,208.00

Line	Description	UOM	QTY	Nashville Medical & EMS Products Inc.		MMS- A Medical Supply Company		Southeastern Emergency Equipment		Life-Assist, Inc.		Bound Tree Medical		Henry Schein EMS		Moore Medical LLC	
				Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
3.10	CALCIUM CHLR, 10%, 1000 MG/10 ML LUER JET	EA	12	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$4.84	\$58.08	\$5.82	\$69.84	\$33.12	\$397.44	\$5.79	\$69.48
3.11	CARDIZEM, 25 MG/5 ML, VIAL	EA	24	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$3.23	\$77.52	\$2.78	\$66.72	\$18.50	\$444.00	\$24.63	\$591.12
3.12	DEXTROSE, 25%, 2.5 G/10 ML, INJ ANSYR	EA	12	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$7.26	\$87.12	\$9.38	\$112.56	\$27.82	\$333.84	\$8.05	\$96.60
3.13	DEXTROSE, INJ, 50%, 25 G/50 ML LUER JET	EA	200	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$6.27	\$1,254.00	\$8.40	\$1,680.00	\$38.18	\$7,636.00	No Bid	\$0.00
3.14	DOPAMINE, 40 MG/ML VIAL	EA	24	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$1.70	\$40.80	\$2.08	\$49.92	\$8.43	\$202.32	\$1.52	\$36.48
3.15	EPINEPHRINE INJECTION, USP, 1:10,000, 1 MG/10 ML, LUER JET	EA	300	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$5.78	\$1,734.00	\$7.14	\$2,142.00	\$20.07	\$6,021.00	\$7.32	\$2,196.00
3.16	EPINEPHRINE, 1 MG AMPULE, 1-1000 ML, INJECTION	EA	50	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$1.68	\$84.00	\$1.92	\$96.00	\$8.13	\$406.50	\$2.39	\$119.50
3.17	EPINEPHRINE, RACEMIC 2.25%	EA	24	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$1.43	\$34.32	\$1.92	\$46.08	\$1.36	\$32.64	No Bid	\$0.00
3.18	EPINEPHRINE, 1:1,000, 1 MG/ML, MULTI-DOSE, 30 ML	EA	24	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$8.78	\$210.72	\$10.54	\$252.96	\$22.08	\$529.92	\$8.07	\$193.68
3.19	EPIPEN, EPINEPHRINE AUTO-INJECTOR, 0.3 MG, FOR ADULTS 66 LBS. OR MORE	EA	24	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$249.00	\$5,976.00	\$764.58	\$18,349.92	\$925.45	\$22,210.80	\$709.23	\$17,021.52
3.20	EPIPEN JR., EPINEPHRINE AUTO-INJECTOR FOR PEDI	EA	24	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$249.00	\$5,976.00	\$764.58	\$18,349.92	\$925.45	\$22,210.80	\$709.23	\$17,021.52
3.21	ETOMIDATE, 2 MG/ML, 40 MG VIAL	EA	80	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$8.32	\$665.60	\$8.93	\$714.40	\$36.13	\$2,890.40	\$8.45	\$676.00
3.22	FENTENYL, 100 MCG/2 ML AMPULE	EA	144	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$2.15	\$309.60	\$1.23	\$177.12	\$4.81	\$692.64	\$14.63	\$2,106.72
3.23	GLUCAGEN, INJ, 1 MG	EA	24	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$188.76	\$4,530.24	\$279.76	\$6,714.24	\$688.97	\$16,535.28	\$264.00	\$6,336.00
3.24	KETAMINE, 500 MG/10 ML VIAL	EA	12	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$12.70	\$152.40	\$9.25	\$111.00	\$14.33	\$171.96	\$4.02	\$48.24
3.25	LABELALOL, 100 MG/20 ML, VIAL	EA	12	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$2.93	\$35.16	\$5.27	\$63.24	\$9.47	\$113.64	\$2.74	\$32.88
3.26	LIDOCAINE, 1 GRAM, VIAL	EA	24	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$4.83	\$115.92	\$1.88	\$45.12	\$8.87	\$212.88	No Bid	\$0.00
3.27	LIDOCAINE, PREMIX BAG, 1 GRAM IN 250 CC		24	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$7.21	\$173.04	No Bid	\$0.00	\$20.91	\$501.84	No Bid	\$0.00
3.28	LIDOCAINE HCI INJECTION, USP, 2%, 100 MG/5 ML, LUER JET	EA	60	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$3.85	\$231.00	\$5.22	\$313.20	\$10.55	\$633.00	\$4.18	\$250.80
3.29	LORAZEPAM, 4 MG/1 ML VIAL	EA	120	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$2.45	\$294.00	\$2.55	\$306.00	\$6.86	\$823.20	No Bid	\$0.00
3.30	MAGNESIUM SULFATE, 1 G/2 ML, VIAL	EA	25	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$2.19	\$54.75	\$2.43	\$60.75	\$4.61	\$115.25	No Bid	\$0.00
3.31	METOPROLOL, 5 MG/5 ML, VIAL	EA	12	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$3.09	\$37.08	\$1.63	\$19.56	\$9.35	\$112.20	\$8.54	\$102.48
3.32	MORPHINE, 10 MG/1 ML, VIAL	EA	50	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$2.65	\$132.50	\$1.47	\$73.50	\$3.93	\$196.50	\$30.79	\$1,539.50
3.33	NACL, 0.9%, INJ, 1000 ML	EA	1200	No Bid	\$0.00	\$2.17	\$2,604.00	No Bid		\$1.95	\$2,340.00	\$2.16	\$2,592.00	\$7.82	\$9,384.00	\$4.27	\$5,124.00
3.34	NACL, 0.9%, INJ, 500 ML		1200	No Bid	\$0.00	\$2.36	\$2,832.00	No Bid		\$1.88	\$2,256.00	\$1.52	\$1,824.00	\$7.82	\$9,384.00	\$4.27	\$5,124.00
3.35	NACL, 0.9%, INJ, 250 ML	EA	144	No Bid	\$0.00	\$2.25	\$324.00	No Bid		\$1.80	\$259.20	\$2.33	\$335.52	\$5.90	\$849.60	\$4.27	\$614.88
3.36	NACL, 0.9%, USP, 100 ML, INJ	EA	72	No Bid	\$0.00	\$1.92	\$138.24	No Bid		\$3.16	\$227.52	\$1.90	\$136.80	\$7.82	\$563.04	\$1.89	\$136.08
3.37	NACL, 0.9%, PREFILL 10 CC SYRINGE W/MALE LUER LOCK	EA	2400	No Bid	\$0.00	\$0.3773	\$905.52	No Bid		\$0.58	\$1,392.00	\$0.36	\$864.00	\$0.88	\$2,112.00	No Bid	\$0.00
3.38	NALOXONE, 2MG/2ML LUER JET LUER LOCK PRE-FILLED SYRINGE	EA	120	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$34.38	\$4,125.60	\$35.46	\$4,255.20	\$132.48	\$15,897.60	\$47.49	\$5,698.80
3.39	NITROMIST SPRAY, 230 METERED DOSES	EA	20	No Bid	\$0.00	\$168.23	\$3,364.60	No Bid		\$150.15	\$3,003.00	\$234.43	\$4,688.60	\$1,612.70	\$32,254.00	\$213.33	\$4,266.60
3.40	ONDANSETRON, 4 MG/2 ML, VIAL	EA	360	No Bid	\$0.00	\$0.00	\$0.00	No Bid		\$1.24	\$446.40	\$0.81	\$291.60	\$3.37	\$1,213.20	\$11.59	\$4,172.40
3.41	ORAL GLUTOSE/GLUCOSE, 15 G, GEL,	EA	60	No Bid	\$0.00	\$0.99	\$59.40	No Bid		\$1.10	\$66.00	\$0.99	\$59.40	\$3.49	\$209.40	\$10.32	\$619.20
3.42	PROMETHAZINE, 25 MG/1 ML AMPULE	EA	240	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$1.12	\$268.80	\$1.88	\$451.20	\$8.95	\$2,148.00	\$48.78	\$11,707.20
3.43	SODIUM BICARB, 4.2% PEDI, LUER LOCK	EA	12	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$9.35	\$112.20	\$13.24	\$158.88	\$35.85	\$430.20	No Bid	\$0.00
3.44	SODIUM BICARB, 8.4%, 50 MEQ/50 ML, LUER JET	EA	60	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$6.88	\$412.80	\$7.89	\$473.40	\$25.21	\$1,512.60	\$7.46	\$447.60
3.45	SOLUMEDROL ACTVIL, 125 MG/2 ML	EA	60	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$7.30	\$438.00	\$9.37	\$562.20	\$24.33	\$1,459.80	\$6.84	\$410.40
3.46	SUCCINYLCHOLINE, 20 MG/1 ML, 200 MG VIAL	EA	50	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$6.41	\$320.50	\$26.40	\$1,320.00	\$65.44	\$3,272.00	\$19.88	\$994.00
3.47	THIAMINE, 100 MG/2 ML VIAL	EA	25	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$12.00	\$300.00	\$13.71	\$342.75	\$39.94	\$998.50	\$12.13	\$303.25
3.48	TORADOL/KETOROLAC, 60 MG VIAL	EA	25	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$3.40	\$85.00	\$2.74	\$68.50	\$8.03	\$200.75	\$2.32	\$58.00
3.49	VASOPRESSIN, 40 UNITS VIAL	EA	50	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$112.00	\$5,600.00	\$141.19	\$7,059.50	No Bid	\$0.00	No Bid	\$0.00
3.50	VECURONIUM, 10 MG/10 ML VIAL	EA	50	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$13.80	\$690.00	\$11.26	\$563.00	\$22.74	\$1,137.00	\$10.37	\$518.50
3.51	VERSED/MIDAZOLAM, 10 MG/2 ML VIAL	EA	72	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$3.90	\$280.80	\$1.464	\$105.408	\$22.64	\$1,630.08	\$11.59	\$834.48

				Nashville Medical & EMS Products Inc.		MMS- A Medical Supply Company		Southeastern Emergency Equipment		Life-Assist, Inc.		Bound Tree Medical		Henry Schein EMS		Moore Medical LLC		
Line	Description	UOM	QTY	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	
3.52	XOPENEX, 0.63 MG, 24/BX	BXS	36	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$4.98	\$179.28	\$280.87	\$10,111.32	\$684.75	\$24,651.00	\$104.23	\$3,752.28
3.53	XOPENEX, 1.25 MG, 24/BX	BXS	72	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00	\$4.98	\$358.56	\$264.49	\$19,043.28	\$684.75	\$49,302.00	\$104.23	\$7,504.56	
3.54	ZEMURON, 10 MG/10 ML VIAL	EA	20	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00	\$6.36	\$127.20	\$9.16	\$183.20	\$26.09	\$521.80	\$6.46	\$129.20	
<b>Total Package 3</b>				<b>No Bid</b>	<b>\$0.00</b>		<b>\$10,315.36</b>		<b>\$0.00</b>		<b>\$46,631.11</b>		<b>\$106,507.618</b>		<b>\$250,306.70</b>		<b>\$109,407.55</b>	

<b>MISCELLANEOUS ITEMS</b>																	
4.1	ARMBOARD, IV, DISP, 2" X 6"	EA	24	No Bid	\$0.00	\$0.61	\$14.64	\$0.69	\$16.56	\$0.83	\$19.92	\$0.72	\$17.28	\$1.20	\$28.80	\$0.58	\$13.92
4.2	BAG, RED BIOHAZARD, 23 X 23, 1.2 MIL, 500/CS	CS	2	No Bid	\$0.00	\$53.45	\$106.90	\$52.00	\$104.00	\$60.22	\$120.44	\$14.30	\$28.60	\$44.12	\$88.24	\$48.70	\$97.40
4.3	BAG, RED BIOHAZARD, 33 X 39, 1.2 MIL, 250/CS	CS	1	No Bid	\$0.00	\$54.50	\$54.50	\$54.00	\$54.00	\$81.08	\$81.08	\$49.76	\$49.76	\$999.21	\$999.21	No Bid	\$0.00
4.4	B-D, INTERLINK VIAL ACCESS CANNULA, #303067	EA	100	No Bid	\$0.00	\$0.326	\$32.60	\$0.3198	\$31.98	\$0.35	\$35.00	\$0.31	\$31.00	\$0.32	\$32.00	No Bid	\$0.00
4.5	BAXTER INTERLINK INJECTION SITE #2N3399		20	No Bid	\$0.00	\$1.47	\$29.40	\$0.82	\$16.40	\$1.33	\$26.60	\$1.32	\$26.40	\$1.59	\$31.80	\$1.60	\$32.00
4.6	BLOOD PRESSURE CUFF, ADULT, NAVY BLUE, LATEX INFLATION BLADDER & BULB, LEATHERETTE CARRYING CASE	EA	12	\$5.29	\$63.48	\$4.95	\$59.40	\$33.95	\$407.40	\$5.29	\$63.48	\$6.30	\$75.60	\$5.69	\$68.28	\$9.72	\$116.64
4.7	BLOOD PRESSURE CUFF, CHILD, NAVY BLUE, LATEX INFLATION BLADDER & BULB, LEATHERETTE CARRYING CASE	EA	6	\$5.29	\$31.74	\$4.95	\$29.70	\$33.95	\$203.70	\$7.84	\$47.04	\$7.01	\$42.06	\$14.89	\$89.34	\$9.72	\$58.32
4.8	BLOOD PRESSURE CUFF, INFANT, NAVY BLUE, LATEX INFLATION BLADDER & BULB, LEATHERETTE CARRYING CASE	EA	4	\$5.29	\$21.16	\$4.95	\$19.80	\$33.95	\$135.80	\$7.15	\$28.60	\$7.01	\$28.04	\$18.32	\$73.28	\$9.72	\$38.88
4.9	BLOOD PRESSURE CUFF, LARGE ADULT, NAVY BLUE, LATEX INFLATION BLADDER & BULB, LEATHERETTE CARRYING CASE	EA	12	\$5.69	\$68.28	\$5.11	\$61.32	\$38.27	\$459.24	\$9.63	\$115.56	\$7.01	\$84.12	\$13.11	\$157.32	\$12.78	\$153.36
4.10	BROSELOW TAPE	EA	2	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00	\$35.30	\$70.60	No Bid	\$0.00
4.11	C-COLLAR BAG, BLUE	EA	2	No Bid	\$0.00	\$17.28	\$34.56	\$17.05	\$34.10	\$23.00	\$46.00	\$11.34	\$22.68	\$24.10	\$48.20	\$21.00	\$42.00
4.12	CONMED ECG ELECTRODES, HUGGABLES, PEDI, 4 PACK, 600/CS	CS	1	No Bid	\$0.00	\$91.36	\$91.36	\$94.20	\$94.20	\$100.00	\$100.00	\$88.40	\$88.40	No Bid	\$0.00	No Bid	\$0.00
4.13	CONMED ECG ELECTRODES, SURETRACE, ADULT, 30/PK, 20 PKS/CS, 600/CS	CS	72	No Bid	\$0.00	\$76.85	\$5,533.20	No Bid	\$0.00	\$87.48	\$6,298.56	\$79.40	\$5,716.80	\$152.21	\$10,959.12	\$136.00	\$9,792.00
4.14	FACEMASK, DISP, W/EYE SHIELD	EA	12	No Bid	\$0.00	\$0.3494	\$4.1928	\$0.8856	\$10.6272	\$1.05	\$12.60	\$0.52	\$6.24	\$0.28	\$3.36	\$12.12	\$145.44
4.15	ECONOMY SAFETY GOGGLES	EA	6	No Bid	\$0.00	\$1.28	\$7.68	\$1.31	\$7.86	\$0.99	\$5.94	\$1.47	\$8.82	\$2.32	\$13.92	\$0.89	\$5.34
4.16	EMESIS BAG, WHITE OPAQUE	EA	480	No Bid	\$0.00	\$1.09	\$523.20	\$1.1833	\$567.984	\$0.36	\$172.80	\$0.87	\$417.60	\$1.11	\$532.80	\$1.04	\$499.20
4.17	EXT SET, ICU MEDICAL #B3302 WITH MICROCLAVE CLAMP AND ROTATING LUER	EA	2400	No Bid	\$0.00	\$2.29	\$5,496.00	No Bid	\$0.00	\$2.20	\$5,280.00	\$2.12	\$5,088.00	\$2.77	\$6,648.00	No Bid	\$0.00
4.18	FILTER STRAW, 5 MICRON	EA	100	No Bid	\$0.00	\$0.3857	\$38.57	\$0.3994	\$39.94	\$0.22	\$22.00	\$0.39	\$39.00	\$0.45	\$45.00	\$47.49	\$4,749.00
4.19	GLOVE, LARGE, NITRILE NON-LATEX, DEFENDER, 10" CUFF	BXS	288	No Bid	\$0.00	\$9.75	\$2,808.00	\$9.64	\$2,776.32	\$9.80	\$2,822.40	\$8.83	\$2,543.04	\$8.86	\$2,551.68	No Bid	\$0.00
4.20	GLOVE, MEDIUM, NITRILE NON-LATEX, DEFENDER, 10" CUFF	BXS	288	No Bid	\$0.00	\$9.75	\$2,808.00	\$9.64	\$2,776.32	\$9.80	\$2,822.40	\$8.83	\$2,543.04	\$8.83	\$2,543.04	No Bid	\$0.00
4.21	GLOVE, X-SMALL, NITRILE NON-LATEX, DEFENDER, 10" CUFF	BXS	120	No Bid	\$0.00	No Bid	\$0.00	\$9.64	\$1,156.80	\$9.80	\$1,176.00	\$8.83	\$1,059.60	\$8.83	\$1,059.60	No Bid	\$0.00
4.22	GLOVE, SMALL, NITRILE NON-LATEX, DEFENDER, 10" CUFF	BXS	120	No Bid	\$0.00	\$9.75	\$1,170.00	\$9.64	\$1,156.80	\$9.80	\$1,176.00	\$8.83	\$1,059.60	\$8.83	\$1,059.60	No Bid	\$0.00
4.23	GLOVE, X-LARGE, NITRILE NON-LATEX, DEFENDER, 10" CUFF	BXS	288	No Bid	\$0.00	\$9.75	\$2,808.00	\$9.64	\$2,776.32	\$9.80	\$2,822.40	\$8.83	\$2,543.04	\$8.83	\$2,543.04	No Bid	\$0.00
4.24	GLUCOMETER TEST STRIPS PRECISION XTRA, 50/BX	BXS	60	\$22.49	\$1,349.40	\$10.50	\$630.00	\$31.25	\$1,875.00	\$30.00	\$1,800.00	\$19.32	\$1,159.20	\$18.20	\$1,092.00	\$80.64	\$4,838.40
4.25	INTEROSSEOUS NEEDLE, 15 GAUGE	EA	6	No Bid	\$0.00	\$19.59	\$117.54	\$9.55	\$57.30	\$8.62	\$51.72	\$8.58	\$51.48	\$18.91	\$113.46	\$18.73	\$112.38
4.26	IODINE PREP PADS, 100/BX	BX	1	\$3.49	\$3.49	\$3.38	\$3.38	\$4.64	\$4.64	\$4.31	\$4.31	\$3.18	\$3.18	\$3.31	\$3.31	\$3.09	\$3.09
4.27	IV DRIP SET BRAND ICU MEDICAL #B9900-299, 84" Y TYPE	EA	1800	No Bid	\$0.00	\$4.26	\$7,668.00	No Bid	\$0.00	\$4.08	\$7,344.00	\$3.08	\$5,544.00	No Bid	\$0.00	\$197.88	\$356,184.00

Line	Description	UOM	QTY	Nashville Medical & EMS Products Inc.		MMS- A Medical Supply Company		Southeastern Emergency Equipment		Life-Assist, Inc.		Bound Tree Medical		Henry Schein EMS		Moore Medical LLC	
				Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
4.28	IV, CATH, PROTECTIVE PLUS, 14 G X 1.25", 50/BX	EA	100	\$1.57	\$157.00	\$1.49	\$149.00	\$1.5444	\$154.44	\$1.66	\$166.00	\$1.63	\$163.00	\$1.47	\$147.00	\$89.27	\$8,927.00
4.29	IV, CATH, PROTECTIVE PLUS, 16 G X 1.25", 50/BX	EA	300	\$1.57	\$471.00	\$1.49	\$447.00	\$1.5444	\$463.32	\$1.66	\$498.00	\$1.63	\$489.00	\$1.47	\$441.00	\$89.27	\$26,781.00
4.30	IV, CATH, PROTECTIVE PLUS, 18 G X 1.25", 50/BX	EA	1200	\$1.57	\$1,884.00	\$1.49	\$1,788.00	\$1.5444	\$1,853.28	\$1.66	\$1,992.00	\$1.63	\$1,956.00	\$1.47	\$1,764.00	\$89.27	\$107,124.00
4.31	IV, CATH, PROTECTIVE PLUS, 20 G X 1.25", 50/BX	EA	2400	\$1.57	\$3,768.00	\$1.49	\$3,576.00	\$1.5444	\$3,706.56	\$1.66	\$3,984.00	\$1.63	\$3,912.00	\$1.47	\$3,528.00	\$89.27	\$214,248.00
4.32	IV, CATH, PROTECTIVE PLUS, 22 G X 1", 50/BX	EA	800	\$1.57	\$1,256.00	\$1.49	\$1,192.00	\$1.5444	\$1,235.52	\$1.66	\$1,328.00	\$1.63	\$1,304.00	\$1.47	\$1,176.00	\$89.27	\$71,416.00
4.33	IV, CATH, PROTECTIVE PLUS, 24 G X 3/4", 50/BX	EA	300	\$1.57	\$471.00	\$1.49	\$447.00	\$1.5444	\$463.32	\$1.66	\$498.00	\$1.63	\$489.00	\$1.47	\$441.00	\$89.27	\$26,781.00
4.34	LANCETS, DISPOSABLE, SAFETY, 100/BX	BXS	48	\$9.65	\$463.20	\$9.30	\$446.40	\$9.94	\$477.12	\$7.19	\$345.12	\$9.22	\$442.56	\$9.49	\$455.52	\$5.98	\$287.04
4.35	LEVER LOCK/CLIP LOCK CANNULAS	EA	100	No Bid	\$0.00	\$0.472	\$47.20	\$0.463	\$46.30	\$0.51	\$51.00	\$0.45	\$45.00	\$0.31	\$31.00	\$45.10	\$4,510.00
4.36	MUCOSAL ATOMIZATION DEVICE, 3 CC SYR	EA	120	No Bid	\$0.00	\$4.14	\$496.80	\$4.05	\$486.00	\$3.69	\$442.80	\$3.60	\$432.00	\$3.99	\$478.80	\$99.00	\$11,880.00
4.37	MULTIFUNCTION PADS, KENDALL MEDITRACE #1310P	EA	12	\$16.95	\$203.40	\$15.38	\$184.56	\$18.96	\$227.52	\$17.92	\$215.04	\$7.67	\$92.04	\$18.20	\$218.40	\$113.67	\$1,364.04
4.38	N95 MASK, LARGE, 20/BX	BX	1	\$13.29	\$13.29	\$20.58	\$20.58	No Bid	\$0.00	\$23.00	\$23.00	\$11.92	\$11.92	\$17.20	\$17.20	\$16.21	\$16.21
4.39	N95 MASK, MEDIUM, 20/BX	BX	1	\$13.29	\$13.29	\$20.58	\$20.58	\$17.24	\$17.24	\$15.00	\$15.00	\$13.00	\$13.00	\$17.22	\$17.22	\$16.21	\$16.21
4.40	N95 MASK, SMALL, 20/BX	BX	1	\$0.00	\$0.00	\$20.58	\$20.58	\$17.24	\$17.24	\$15.00	\$15.00	\$11.92	\$11.92	\$17.23	\$17.23	\$16.21	\$16.21
4.41	NEEDLE, 18 G X 1" W/SAFETY CAP OR NEEDLE SAFETY DEVICE, 100/BX	BXS	4	No Bid	\$0.00	\$23.48	\$93.92	\$11.61	\$46.44	\$18.00	\$72.00	\$4.00	\$16.00	\$19.12	\$76.48	\$20.27	\$81.08
4.42	NEEDLE, 23 G X 1" W/SAFETY CAP OR NEEDLE SAFETY DEVICE, 100/BX	BXS	4	No Bid	\$0.00	\$19.88	\$79.52	\$11.61	\$46.44	\$28.00	\$112.00	\$28.00	\$112.00	\$18.93	\$75.72	\$20.27	\$81.08
4.43	GASTRIC SUMP TUBE W/RADIOPAQUE LINE 10 FR	EA	6	No Bid	\$0.00	\$1.77	\$10.62	\$2.32	\$13.92	\$1.73	\$10.38	\$1.70	\$10.20	\$2.01	\$12.06	\$2.36	\$14.16
4.44	GASTRIC SUMP TUBE W/RADIOPAQUE LINE 12 FR	EA	6	No Bid	\$0.00	\$1.77	\$10.62	\$2.32	\$13.92	\$1.73	\$10.38	\$1.70	\$10.20	\$2.01	\$12.06	\$2.36	\$14.16
4.45	GASTRIC SUMP TUBE W/RADIOPAQUE LINE 14 FR	EA	6	No Bid	\$0.00	\$1.77	\$10.62	\$2.32	\$13.92	\$1.73	\$10.38	\$1.70	\$10.20	\$2.01	\$12.06	\$2.36	\$14.16
4.46	GASTRIC SUMP TUBE W/RADIOPAQUE LINE 16 FR	EA	6	No Bid	\$0.00	\$1.77	\$10.62	\$2.32	\$13.92	\$1.73	\$10.38	\$1.70	\$10.20	\$2.01	\$12.06	\$2.36	\$14.16
4.47	GASTRIC SUMP TUBE W/RADIOPAQUE LINE 18 FR	EA	6	No Bid	\$0.00	\$1.77	\$10.62	\$2.32	\$13.92	\$1.73	\$10.38	\$1.70	\$10.20	\$2.01	\$12.06	\$2.36	\$14.16
4.48	OB KIT, PLASTIC BAG	EA	12	\$4.59	\$55.08	\$4.89	\$58.68	\$4.60	\$55.20	\$6.80	\$81.60	\$4.86	\$58.32	\$5.83	\$69.96	\$5.72	\$68.64
4.49	PADS, ALCOHOL, MEDIUM, 200/BX, STERILE	BXS	24	\$1.69	\$40.56	\$1.34	\$32.16	\$1.21	\$29.04	\$1.44	\$34.56	\$1.28	\$30.72	\$1.30	\$31.20	\$1.44	\$34.56
4.50	PEDI-MATE PEDIATRIC RESTRAINT DEVICE	EA	1	\$139.00	\$139.00	\$281.00	\$281.00	\$40.00	\$40.00	\$253.28	\$253.28	\$220.04	\$220.04	\$199.29	\$199.29	\$255.83	\$255.83
4.51	PENLIGHT, DISPOSABLE	EA	72	\$0.52	\$37.44	\$0.56	\$40.32	\$0.66	\$47.52	\$0.65	\$46.80	\$0.61	\$43.92	\$0.84	\$60.48	\$3.30	\$237.60
4.52	PORTABLE O2 REGULATOR, 1-25 LPM W/ONE PTO	EA	12	\$25.29	\$303.48	\$29.58	\$354.96	\$42.50	\$510.00	\$59.74	\$716.88	\$65.89	\$790.68	\$59.51	\$714.12	No Bid	\$0.00
4.53	PORTABLE O2 REGULATOR SEAL, PLASTIC	EA	200	\$0.42	\$84.00	No Bid	\$0.00	\$0.05	\$10.00	\$0.44	\$88.00	\$0.048	\$9.60	\$0.20	\$40.00	No Bid	\$0.00
4.54	REGULATOR TOP MOUNT W/ CONTENTS GUAGE LEFT HANDED 50 PSI "H" SIZE	EA	4	\$69.00	\$276.00	\$86.50	\$346.00	\$80.63	\$322.52	\$72.24	\$288.96	\$82.91	\$331.64	\$138.10	\$552.40	No Bid	\$0.00
4.55	PPE KIT, DISPOSABLE, ECONOMY	EA	12	\$3.19	\$38.28	\$3.80	\$45.60	\$7.76	\$93.12	\$5.67	\$68.04	\$3.93	\$47.16	\$4.18	\$50.16	\$8.88	\$106.56
4.56	PRESSURE INFUSER, DISPOSABLE, 1,000 CC	EA	24	\$7.89	\$189.36	\$7.94	\$190.56	\$10.63	\$255.12	\$13.79	\$330.96	\$10.79	\$258.96	\$10.81	\$259.44	\$14.21	\$341.04
4.57	PRESSURE INFUSER, DISPOSABLE, 500 CC	EA	24	\$7.89	\$189.36	\$7.45	\$178.80	\$10.63	\$255.12	\$13.55	\$325.20	\$10.60	\$254.40	No Bid	\$0.00	No Bid	\$0.00
4.58	RAZOR, PREP, DISPOSABLE	BXS	2	\$19.00	\$38.00	\$16.80	\$33.60	\$17.00	\$34.00	\$15.84	\$31.68	\$15.00	\$30.00	\$16.33	\$32.66	\$15.33	\$30.66
4.59	RAPTOR IV SECURING DEVICE PN:30-0006	EA	12	No Bid	\$0.00	\$1.55	\$18.60	No Bid	\$0.00	\$1.88	\$22.56	\$11.99	\$143.88	No Bid	\$0.00	\$12.00	\$144.00
4.60	SAFETY CONTROL DRUG SEALS, PLASTIC, RED, NUMBERED	EA	300	\$14.99	\$4,497.00	\$0.154	\$46.20	\$0.1772	\$53.16	\$0.09	\$27.00	\$0.145	\$43.50	\$0.16	\$48.00	\$16.86	\$5,058.00
4.61	SCALPEL, #10, SAFETY	EA	6	No Bid	\$0.00	\$0.664	\$3.984	\$2.15	\$12.90	\$0.58	\$3.48	\$0.37	\$2.22	\$0.36	\$2.16	\$6.19	\$37.14
4.62	SHARPS CONTAINER, 1 QT W/LID, NO MFG. PREFERENCE, 6.25 X 4.25 X 4.5	EA	40	\$1.39	\$55.60	\$1.66	\$66.40	\$1.63	\$65.20	\$1.51	\$60.40	\$1.26	\$50.40	\$1.58	\$63.20	\$1.59	\$63.60



**AGENDA REQUEST  
BUSINESS OF THE CITY COUNCIL  
CITY OF PEARLAND, TEXAS**

<b>AGENDA OF:</b>	June 27, 2016	<b>ITEM NO.:</b>	Resolution No. R2016-118
<b>DATE SUBMITTED:</b>	June 17, 2016	<b>DEPT. OF ORIGIN:</b>	Finance
<b>PREPARED BY:</b>	Bob Pearce	<b>PRESENTOR:</b>	Vance Riley
<b>REVIEWED BY:</b>	Jon R. Branson	<b>REVIEW DATE:</b>	June 22, 2016
<b>SUBJECT: Resolution No. R2016-118</b> – A Resolution of the City Council of the City of Pearland, Texas, renewing a unit supply bid for the purchase of Fire Department Medical Supplies to Life Assist, Inc. in the estimated amount of \$50,000 for the period of June 26, 2016 to June 25, 2017.			
<b>EXHIBITS:</b> R2016-118 Exhibit A – Bid Tabulation			
<b>FUNDING:</b>			
<input type="checkbox"/> Bonds To Be Sold	<input type="checkbox"/> Grant	<input type="checkbox"/> Developer/Other	<input checked="" type="checkbox"/> Cash
<input type="checkbox"/> Bonds- Sold	<input type="checkbox"/> L/P – Sold	<input type="checkbox"/> L/P – To Be Sold	
<b>EXPENDITURE REQUIRED:</b> \$50,000 (annual est.)		<b>AMOUNT BUDGETED:</b> \$50,000	
<b>AMOUNT AVAILABLE:</b> \$50,000		<b>PROJECT NO.:</b>	
<b>ACCOUNT NO.:</b> 100-205-260.5130		<b>ACCOUNT NO.:</b>	
<b>ADDITIONAL APPROPRIATION REQUIRED:</b>		<b>ACCOUNT NO.:</b>	
<b>PROJECT NO.:</b>			
<b>To be completed by Department:</b>			
Finance	Legal	Ordinance	Resolution

**EXECUTIVE SUMMARY**

**BACKGROUND**

In order to assure the continued provision of high quality medical emergency services to our citizens, it is necessary for the City to procure stable suppliers (in terms of pricing, product quality, and delivery reliability) for its medical supplies and pharmaceuticals. To achieve this requirement, City Bid No. 0415-37 was issued for the purchase of medical supplies for use by the Fire Department, with a total of nine (9) sealed bids received on May 12, 2015. The award recommendations are predicated on the lowest responsive, responsible bidder for each line item, with the provision that a vendor must win at least 20% of the total items in the bid to be considered for award, in order to avoid an unwieldy number of vendors for the department when ordering supplies.

Pursuant to Resolution #R2015-102, City Council approved a bid award for Fire Department medical supplies to Life Assist, Inc. in June, 2015 as a unit supply bid.

**SCOPE OF CONTRACT**

One (1) year agreement for the purchase of medical supplies as needed by the City's Fire Department with two (2) subsequent one-year renewal options, upon the mutual agreement of the parties, and the approval of City Council.

**BID AND AWARD**

The initial contract term was for a period of one (1) year, with two (2) additional one-year renewal options available upon the mutual agreement of both parties and the approval of City Council.

Life Assist, Inc. has agreed to renew its contract with no price change at this time, therefore pricing for the renewal period will be at the originally awarded unit pricing.

**SCHEDULE**

Supply of medical supplies will occur as needed throughout the term of the agreement.

**POLICY/GOAL CONSIDERATION**

Safe Community - Purchase of these medical supplies will ensure the Fire Department's continued capability to provide outstanding emergency medical services to its citizens.

**CURRENT AND FUTURE FUNDING /FINANCIAL IMPACTS**

Funding for these items come from the General Fund for Fire Department Materials and Supplies.

**RECOMMENDED ACTION**

City Council consideration and approval of Resolution No. R2016-118 awarding a unit supply bid for the purchase of Fire Department Medical Supplies to Life Assist, Inc. in the estimated amount of \$50,000 for the period of June 26, 2016 to June 25, 2017.

**RESOLUTION NO. R2016-118**

**A Resolution of the City Council of the City of Pearland, Texas, renewing a unit supply bid for the purchase of Fire Department medical supplies to Life Assist, Inc., in the estimated amount of \$50,000 for the period of June 26, 2016 through June 27, 2017.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS:**

**Section 1.** That the City previously opened unit supply bids for the supply of fire medical supplies, and such bids were reviewed and tabulated.

**Section 2.** That the City Council hereby renews a bid Life Assist, Inc., in the unit price amounts reflected in Exhibit "A" attached hereto.

**Section 3.** The City Manager or his designee is hereby authorized to execute a unit supply contract for fire medical supplies.

PASSED, APPROVED and ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2016.

\_\_\_\_\_  
TOM REID  
MAYOR

ATTEST:

\_\_\_\_\_  
YOUNG LORFING, TRMC  
CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
DARRIN M. COKER  
CITY ATTORNEY

**Bid No. 0415-37 Addendum 1 Fire Department Medical Supplies**  
**Closing - May 12, 2015 @ 2:00 p.m.**

Line	Description	UOM	QTY	Nashville Medical & EMS Products Inc.		MMS- A Medical Supply Company		Southeastern Emergency Equipment		Life-Assist, Inc.		Bound Tree Medical		Henry Schein EMS		Moore Medical LLC	
				Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
<b>AIRWAY</b>																	
1.1	AUTOVENT 3000 PATIENT VENTILATOR CIRCUIT	EA	10	\$4.19	\$41.90	\$6.95	\$69.50	\$2,118.30	\$21,183.00	\$6.23	\$62.30	\$2,543.49	\$25,434.90	\$5.41	\$54.10	\$66.62	\$666.20
1.2	BITE STICK, INDIVIDUAL	EA	20	\$0.29	\$5.80	\$0.30	\$6.00	\$0.34	\$6.80	\$0.27	\$5.40	\$0.28	\$5.60	\$0.23	\$4.60	\$0.22	\$4.40
1.3	BLADE, FIBEROPTIC, MAC 1, AMERICAN, STAINLESS DISP.	EA	10	\$3.49	\$34.90	\$3.87	\$38.70	\$3.43	\$34.30	\$4.64	\$46.40	\$3.54	\$35.40	\$3.80	\$38.00	\$4.86	\$48.60
1.4	BLADE, FIBEROPTIC, MAC 2, AMERICAN, STAINLESS DISP.	EA	10	\$3.49	\$34.90	\$3.87	\$38.70	\$3.43	\$34.30	\$4.64	\$46.40	\$3.54	\$35.40	\$3.80	\$38.00	\$4.86	\$48.60
1.5	BLADE, FIBEROPTIC, MAC 3, AMERICAN, STAINLESS DISP.	EA	40	\$3.49	\$139.60	\$3.87	\$154.80	\$3.43	\$137.20	\$4.64	\$185.60	\$3.54	\$141.60	\$3.80	\$152.00	\$4.86	\$194.40
1.6	BLADE, FIBEROPTIC, MAC 4, AMERICAN, STAINLESS DISP.	EA	60	\$3.49	\$209.40	\$3.87	\$232.20	\$3.43	\$205.80	\$4.64	\$278.40	\$3.54	\$212.40	\$3.80	\$228.00	\$4.86	\$291.60
1.7	BLADE, FIBEROPTIC, MIL 0, AMERICAN, STAINLESS DISP.	EA	10	\$3.49	\$34.90	\$3.87	\$38.70	\$3.43	\$34.30	\$4.64	\$46.40	\$3.54	\$35.40	\$3.80	\$38.00	\$4.86	\$48.60
1.8	BLADE, FIBEROPTIC, MIL 1, AMERICAN, STAINLESS DISP.	EA	10	\$3.49	\$34.90	\$3.87	\$38.70	\$3.43	\$34.30	\$4.64	\$46.40	\$3.54	\$35.40	\$3.80	\$38.00	\$4.86	\$48.60
1.9	BLADE, FIBEROPTIC, MIL 2, AMERICAN, STAINLESS DISP.	EA	10	\$3.49	\$34.90	\$3.87	\$38.70	\$3.43	\$34.30	\$4.64	\$46.40	\$3.54	\$35.40	\$3.80	\$38.00	\$4.86	\$48.60
1.10	BLADE, FIBEROPTIC, MIL 3, AMERICAN, STAINLESS DISP.	EA	10	\$3.49	\$34.90	\$3.87	\$38.70	\$3.43	\$34.30	\$4.64	\$46.40	\$3.54	\$35.40	\$3.80	\$38.00	\$4.86	\$48.60
1.11	BLADE, FIBEROPTIC, MIL 4, AMERICAN, STAINLESS DISP.	EA	10	\$3.49	\$34.90	\$3.87	\$38.70	\$3.43	\$34.30	\$4.64	\$46.40	\$3.54	\$35.40	\$3.80	\$38.00	\$4.86	\$48.60
1.12	BOUGIE TUBE INDUCER, 15 FR X 70 CM		25	\$2.79	\$69.75	\$4.18	\$104.50	\$4.69	\$117.25	\$5.68	\$142.00	\$4.06	\$101.50	\$7.17	\$179.25	\$7.56	\$189.00
1.13	EMERGENT, CPAP BREATHING CIRCUIT	EA	40	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00	\$41.84	\$1,673.60	\$42.51	\$1,700.40	No Bid	\$0.00
1.14	EMERGENT, CPAP LARGE MASK	EA	2	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00	\$6.74	\$13.48	\$13.02	\$26.04	No Bid	\$0.00
1.15	EMERGENT, CPAP SMALL MASK	EA	2	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00	\$9.26	\$18.52	\$9.93	\$19.86	No Bid	\$0.00
1.16	END TIDAL, CO2 DETECTOR PHILLIPS MONITOR #M2526A	EA	75	No Bid	\$0.00	\$23.00	\$1,725.00	\$14.69	\$1,101.75	\$9.73	\$729.75	\$8.53	\$639.75	\$15.11	\$1,133.25	No Bid	\$0.00
1.17	END TIDAL, CO2 DETECTOR PHILLIPS CANNULA #M1920A	EA	75	No Bid	\$0.00	\$16.00	\$1,200.00	\$10.20	\$765.00	\$13.39	\$1,004.25	\$8.34	\$625.50	\$10.51	\$788.25	\$9.94	\$745.50
1.18	ET TUBE STYLET ADULT	EA	1	\$1.19	\$1.19	\$1.85	\$1.85	\$1.73	\$1.73	\$1.79	\$1.79	\$1.47	\$1.47	\$2.98	\$2.98	No Bid	\$0.00
1.19	ET TUBE STYLET PEDIATRIC	EA	1	\$1.19	\$1.19	\$1.85	\$1.85	\$1.73	\$1.73	\$1.79	\$1.79	\$1.47	\$1.47	\$2.98	\$2.98	No Bid	\$0.00
1.20	ET/STYLE, NO CUFF, 4.0 MM, RUSCH FLEXI-SET	EA	12	\$1.09	\$13.08	\$1.40	\$16.80	\$3.29	\$39.48	\$1.67	\$20.04	\$0.48	\$5.76	\$3.67	\$44.04	\$3.37	\$40.44
1.21	ET/STYLE, NO CUFF, 4.5 MM, RUSCH FLEXI-SET	EA	12	\$1.09	\$13.08	\$1.40	\$16.80	\$3.29	\$39.48	\$1.67	\$20.04	\$0.48	\$5.76	\$3.66	\$43.92	\$3.37	\$40.44
1.22	ET/STYLE, CUFF, 5.0 MM, RUSCH FLEXI-SET	EA	12	\$1.19	\$14.28	\$1.43	\$17.16	\$3.41	\$40.92	\$1.67	\$20.04	\$0.60	\$7.20	\$4.05	\$48.60	\$3.49	\$41.88
1.23	ET/STYLE, CUFF, 5.5 MM, RUSCH FLEXI-SET	EA	12	\$1.19	\$14.28	\$1.43	\$17.16	\$3.41	\$40.92	\$1.67	\$20.04	\$0.60	\$7.20	\$4.05	\$48.60	\$3.49	\$41.88
1.24	ET/STYLE, CUFF, 6.0 MM, RUSCH FLEXI-SET	EA	36	\$1.19	\$42.84	\$1.43	\$51.48	\$3.41	\$122.76	\$1.67	\$60.12	\$0.60	\$21.60	\$4.04	\$145.44	\$3.49	\$125.64
1.25	ET/STYLE, CUFF, 6.5 MM, RUSCH FLEXI-SET	EA	36	\$1.19	\$42.84	\$1.43	\$51.48	\$3.41	\$122.76	\$1.67	\$60.12	\$0.60	\$21.60	\$4.04	\$145.44	\$3.49	\$125.64
1.26	ET/STYLE, CUFF, 7.0 MM, RUSCH FLEXI-SET	EA	96	\$1.19	\$114.24	\$1.43	\$137.28	\$3.41	\$327.36	\$1.67	\$160.32	\$0.60	\$57.60	\$4.04	\$387.84	\$3.49	\$335.04
1.27	ET/STYLE, CUFF, 7.5 MM, RUSCH FLEXI-SET	EA	96	\$1.19	\$114.24	\$1.43	\$137.28	\$3.41	\$327.36	\$1.67	\$160.32	\$0.60	\$57.60	\$4.04	\$387.84	\$3.49	\$335.04
1.28	ET/STYLE, CUFF, 8.0 MM, RUSCH FLEXI-SET	EA	36	\$1.19	\$42.84	\$1.43	\$51.48	\$3.41	\$122.76	\$1.67	\$60.12	\$0.60	\$21.60	\$4.04	\$145.44	\$3.49	\$125.64
1.29	ET/STYLE, CUFF, 8.5 MM, RUSCH FLEXI-SET	EA	12	\$1.19	\$14.28	\$1.43	\$17.16	\$3.41	\$40.92	\$1.67	\$20.04	\$0.60	\$7.20	\$4.04	\$48.48	\$3.49	\$41.88
1.30	ET/STYLE, CUFF, 9.0 MM, RUSCH FLEXI-SET	EA	12	\$1.19	\$14.28	\$1.43	\$17.16	\$3.41	\$40.92	\$1.67	\$20.04	\$0.60	\$7.20	\$4.01	\$48.12	\$3.49	\$41.88
1.31	ET/STYLE, NO CUFF, 2.0 MM, RUSCH FLEXI-SET	EA	12	\$1.09	\$13.08	\$4.15	\$49.80	\$3.29	\$39.48	\$1.80	\$21.60	\$0.48	\$5.76	\$4.06	\$48.72	No Bid	\$0.00
1.32	ET/STYLE, NO CUFF, 2.5 MM, RUSCH FLEXI-SET	EA	12	\$1.09	\$13.08	\$3.52	\$42.24	\$3.29	\$39.48	\$1.67	\$20.04	\$0.48	\$5.76	\$3.66	\$43.92	\$3.37	\$40.44
1.33	ET/STYLE, NO CUFF, 3.0 MM, RUSCH FLEXI-SET	EA	12	\$1.09	\$13.08	\$1.40	\$16.80	\$3.29	\$39.48	\$1.67	\$20.04	\$0.48	\$5.76	\$3.67	\$44.04	\$3.37	\$40.44
1.34	ET/STYLE, NO CUFF, 3.5 MM, RUSCH FLEXI-SET	EA	12	\$1.09	\$13.08	\$1.40	\$16.80	\$3.29	\$39.48	\$1.67	\$20.04	\$0.48	\$5.76	\$3.67	\$44.04	\$3.37	\$40.44

Line	Description	UOM	QTY	Nashville Medical & EMS Products Inc.		MMS- A Medical Supply Company		Southeastern Emergency Equipment		Life-Assist, Inc.		Bound Tree Medical		Henry Schein EMS		Moore Medical LLC	
				Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1.35	FORCEP, KELLY, STRAIGHT, 5.5"	EA	10	\$0.71	\$7.10	\$2.90	\$29.00	\$0.92	\$9.20	\$2.20	\$22.00	\$0.76	\$7.60	\$1.05	\$10.50	\$7.52	\$75.20
1.36	FORCEPS, MAGILL, ADULT, 10"	EA	10	\$2.89	\$28.90	\$4.15	\$41.50	\$3.44	\$34.40	\$3.75	\$37.50	\$3.30	\$33.00	\$3.36	\$33.60	\$3.21	\$32.10
1.37	FORCEPS, MAGILL, CHILD, 8"	EA	10	\$2.59	\$25.90	\$3.80	\$38.00	\$3.44	\$34.40	\$3.75	\$37.50	\$3.33	\$33.30	\$3.31	\$33.10	\$2.94	\$29.40
1.38	HANDLE, LARYN, LARGE, STANDARD FIBER OPTIC	EA	10	\$27.19	\$271.90	\$32.20	\$322.00	\$39.00	\$390.00	\$34.40	\$344.00	\$9.32	\$93.20	\$9.10	\$91.00	\$56.44	\$564.40
1.39	HANDLE, LARYN, SMALL, STANDARD FIBER OPTIC	EA	10	\$27.19	\$271.90	\$32.20	\$322.00	\$39.00	\$390.00	\$34.40	\$344.00	\$9.32	\$93.20	\$9.11	\$91.10	\$67.73	\$677.30
1.40	KING TUBE KLTD 212, SIZE 2	EA	4	No Bid	\$0.00	\$33.25	\$133.00	\$26.53	\$106.12	\$24.09	\$96.36	\$28.03	\$112.12	No Bid	\$0.00	\$24.44	\$97.76
1.41	KING TUBE KLTD 2125, SIZE 2.5	EA	4	No Bid	\$0.00	\$33.25	\$133.00	\$26.53	\$106.12	\$24.09	\$96.36	\$28.03	\$112.12	No Bid	\$0.00	\$24.44	\$97.76
1.42	KING TUBE KLTD 413, SIZE 3	EA	12	No Bid	\$0.00	\$35.67	\$428.04	\$29.05	\$348.60	\$24.09	\$289.08	\$30.81	\$369.72	No Bid	\$0.00	\$24.44	\$293.28
1.43	KING TUBE KLTD 414, SIZE 4	EA	24	No Bid	\$0.00	\$35.67	\$856.08	\$29.05	\$697.20	\$24.09	\$578.16	\$30.81	\$739.44	No Bid	\$0.00	\$24.44	\$586.56
1.44	KING TUBE KLTD 415, SIZE 5	EA	24	No Bid	\$0.00	\$35.67	\$856.08	\$29.05	\$697.20	\$24.09	\$578.16	\$30.81	\$739.44	No Bid	\$0.00	\$24.44	\$586.56
1.45	KING VISION DISP BLADE CHANNELED, #3 KVL03C	EA	36	No Bid	\$0.00	No Bid	\$0.00	\$27.65	\$995.40	\$27.19	\$978.84	\$28.03	\$1,009.08	No Bid	\$0.00	No Bid	\$0.00
1.46	KING VISION DISP BLADE NON CHANNELED, #3 KVL03	EA	24	No Bid	\$0.00	No Bid	\$0.00	\$27.65	\$663.60	\$27.19	\$652.56	\$28.03	\$672.72	No Bid	\$0.00	No Bid	\$0.00
1.47	LUBRICATING JELLY, IND. PACK	EA	24	No Bid	\$0.00	\$0.04	\$0.96	\$0.347	\$8.328	\$0.05	\$1.20	\$0.057	\$1.368	\$10.08	\$241.92	\$4.61	\$110.64
1.48	MASK, OX, PEDI/CHILD, NON-REBREATH, 50/CS	CS	6	\$32.19	\$193.14	\$35.99	\$215.94	\$48.00	\$288.00	\$37.99	\$227.94	\$31.50	\$189.00	\$1.07	\$6.42	\$1.29	\$7.74
1.49	MASK, OX, ADULT, NON-REBREATH, 50/CS	CS	24	\$31.99	\$767.76	\$32.27	\$774.48	\$46.00	\$1,104.00	\$30.50	\$732.00	\$31.50	\$756.00	\$1.18	\$28.32	\$1.06	\$25.44
1.50	MASK, OX, INFANT, SIMPLE FACE MASK, 50/CS	CS	2	\$34.29	\$68.58	\$37.23	\$74.46	\$95.00	\$190.00	\$40.79	\$81.58	\$57.50	\$115.00	\$2.82	\$5.64	\$0.60	\$1.20
1.51	MECONIUM ASPIRATOR	EA	2	No Bid	\$0.00	\$4.19	\$8.38	\$4.02	\$8.04	\$3.66	\$7.32	\$3.83	\$7.66	\$3.99	\$7.98	\$3.89	\$7.78
1.52	NASAL CANNULA, ADULT, 7, 50/CS	CS	30	\$12.29	\$368.70	\$12.26	\$367.80	\$13.00	\$390.00	\$12.32	\$369.60	\$12.00	\$360.00	\$8.83	\$264.90	\$0.26	\$7.80
1.53	NEBULIZER, ADULT, MASK, 7, 50/CS	CS	8	\$36.49	\$291.92	\$38.77	\$310.16	\$31.50	\$252.00	\$48.72	\$389.76	\$24.00	\$192.00	\$37.00	\$296.00	\$0.89	\$7.12
1.54	NEBULIZER, PEDI, MASK, 7, 50/CS	CS	2	\$38.19	\$76.38	\$53.09	\$106.18	\$72.00	\$144.00	\$51.52	\$103.04	\$37.00	\$74.00	\$29.00	\$58.00	\$0.78	\$1.56
1.55	OPA, 100MM	EA	12	\$0.137	\$1.644	\$0.14	\$1.68	\$0.14	\$1.68	\$0.13	\$1.56	\$0.14	\$1.68	\$0.14	\$1.68	\$0.13	\$1.56
1.56	OPA, 110MM	EA	12	\$0.137	\$1.644	\$0.14	\$1.68	\$0.14	\$1.68	\$0.13	\$1.56	\$0.14	\$1.68	\$0.14	\$1.68	\$0.13	\$1.56
1.57	OPA, 43MM	EA	12	\$0.137	\$1.644	\$0.14	\$1.68	\$0.14	\$1.68	\$0.13	\$1.56	\$0.14	\$1.68	\$0.14	\$1.68	\$0.13	\$1.56
1.58	OPA, 60MM	EA	12	\$0.137	\$1.644	\$0.14	\$1.68	\$0.14	\$1.68	\$0.13	\$1.56	\$0.14	\$1.68	\$0.14	\$1.68	\$0.13	\$1.56
1.59	OPA, 80MM	EA	12	\$0.137	\$1.644	\$0.14	\$1.68	\$0.14	\$1.68	\$0.13	\$1.56	\$0.14	\$1.68	\$0.14	\$1.68	\$0.13	\$1.56
1.60	OPA, 90MM	EA	12	\$0.137	\$1.644	\$0.14	\$1.68	\$0.14	\$1.68	\$0.13	\$1.56	\$0.14	\$1.68	\$0.14	\$1.68	\$0.13	\$1.56
1.61	RESUS, ADULT, BAG, MASK, COLLAPSED	EA	216	\$7.79	\$1,682.64	\$7.33	\$1,583.28	\$8.08	\$1,745.28	\$7.50	\$1,620.00	\$9.32	\$2,013.12	\$8.38	\$1,810.08	No Bid	\$0.00
1.62	RESUS, INFANT, BAG, MASK, MAN, COLLAPSED	EA	12	\$7.99	\$95.88	\$7.87	\$94.44	\$8.08	\$96.96	\$7.50	\$90.00	\$9.32	\$111.84	\$11.11	\$133.32	No Bid	\$0.00
1.63	RESUS, PEDI, BAG, MASK, MAN, COLLAPSED	EA	24	\$7.99	\$191.76	\$8.78	\$210.72	\$8.08	\$193.92	\$7.50	\$180.00	\$9.32	\$223.68	\$11.11	\$266.64	No Bid	\$0.00
1.64	THOMAS ADULT ET TUBE HOLDER	EA	200	\$2.05	\$410.00	\$2.66	\$532.00	\$2.70	\$540.00	\$2.30	\$460.00	\$2.51	\$502.00	\$2.60	\$520.00	\$2.61	\$522.00
1.65	THOMAS PEDI ET TUBE HOLDER	EA	20	No Bid	\$0.00	\$2.66	\$53.20	\$2.70	\$54.00	\$2.30	\$46.00	\$2.51	\$50.20	\$2.59	\$51.80	\$2.61	\$52.20
1.66	SUCT. CATH, 10 FR, STRAIGHT, GRAD	EA	12	\$0.145	\$1.74	\$0.17	\$2.04	\$0.19	\$2.28	\$0.30	\$3.60	\$0.11	\$1.32	\$0.34	\$4.08	\$0.22	\$2.64
1.67	SUCT. CATH, 12 FR, STRAIGHT, GRAD	EA	12	\$0.145	\$1.74	\$0.17	\$2.04	\$0.19	\$2.28	\$0.30	\$3.60	\$0.11	\$1.32	\$0.21	\$2.52	\$0.22	\$2.64
1.68	SUCT. CATH, 14 FR, STRAIGHT, GRAD	EA	12	\$0.145	\$1.74	\$0.17	\$2.04	\$0.19	\$2.28	\$0.30	\$3.60	\$0.11	\$1.32	\$0.48	\$5.76	\$0.22	\$2.64
1.69	SUCT. CATH, 16 FR, STRAIGHT, GRAD	EA	12	\$0.145	\$1.74	\$0.17	\$2.04	\$0.19	\$2.28	\$0.30	\$3.60	\$0.11	\$1.32	\$0.21	\$2.52	\$0.22	\$2.64
1.70	SUCT. CATH, 18 FR, STRAIGHT, GRAD	EA	12	\$0.145	\$1.74	\$0.17	\$2.04	\$0.19	\$2.28	\$0.30	\$3.60	\$0.11	\$1.32	\$0.48	\$5.76	\$0.22	\$2.64
1.71	SUCT. CATH, 8 FR, STRAIGHT, GRAD	EA	12	\$0.145	\$1.74	\$0.17	\$2.04	\$0.19	\$2.28	\$0.30	\$3.60	\$0.11	\$1.32	\$0.34	\$4.08	\$0.22	\$2.64
1.72	SUCTION CANISTER, 1200CC DISP, BEMIS ONLY	EA	120	\$2.72	\$326.40	\$2.76	\$331.20	\$3.10	\$372.00	\$2.65	\$318.00	\$2.74	\$328.80	\$2.57	\$308.40	\$2.83	\$339.60
1.73	SUCTION TUBING, 6' LONG, 1/4 ID	EA	120	\$0.63	\$75.60	\$0.63	\$75.60	\$0.86	\$103.20	\$0.79	\$94.80	\$0.52	\$62.40	\$1.01	\$121.20	\$0.68	\$81.60
1.74	SUCTION YANKAUER W/VACUUM CONTROL	EA	120	\$0.31	\$37.20	\$0.36	\$43.20	\$0.36	\$43.20	\$0.37	\$44.40	\$0.33	\$39.60	\$0.56	\$67.20	\$1.67	\$200.40
<b>Total Package 1</b>				\$6,417.694		\$12,386.50		\$35,212.848		\$12,290.16		\$38,420.558		\$10,714.11		\$8,278.62	

TRAUMA																		
2.1	BAND-AID, KNUCKLE, 100/BX	BXS	6	\$2.99	\$17.94	\$2.71	\$16.26	\$3.43	\$20.58	\$3.35	\$20.10	\$3.43	\$20.58	\$1.92	\$11.52	\$2.13	\$12.78	

Line	Description	UOM	QTY	Nashville Medical & EMS Products Inc.		MMS- A Medical Supply Company		Southeastern Emergency Equipment		Life-Assist, Inc.		Bound Tree Medical		Henry Schein EMS		Moore Medical LLC	
				Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
2.2	BAND-AID, 1X3, 100/BX	BXS	12	\$1.19	\$14.28	\$1.16	\$13.92	\$1.77	\$21.24	\$1.39	\$16.68	\$1.28	\$15.36	\$0.92	\$11.04	\$0.98	\$11.76
2.3	BLADE, FOR RING CUTTER	EA	12	\$1.19	\$14.28	\$4.60	\$55.20	\$1.21	\$14.52	\$1.65	\$19.80	\$1.61	\$19.32	\$2.03	\$24.36	\$1.78	\$21.36
2.4	BURN SHEET, 60 X 96, STERILE	EA	48	\$1.19	\$57.12	\$1.81	\$86.88	\$2.40	\$115.20	\$1.77	\$84.96	\$2.48	\$119.04	\$1.66	\$79.68	\$1.89	\$90.72
2.5	C-COLLAR, AMBU PERFIT ACE ADULT	EA	720	No Bid	\$0.00	\$5.73	\$4,125.60	\$5.07	\$3,650.40	\$4.25	\$3,060.00	\$4.43	\$3,189.60	\$4.52	\$3,254.40	\$5.22	\$3,758.40
2.6	C-COLLAR, AMBU MINI PERFIT ACE PEDI	EA	240	No Bid	\$0.00	\$5.73	\$1,375.20	\$5.07	\$1,216.80	\$4.25	\$1,020.00	\$4.43	\$1,063.20	\$4.52	\$1,084.80	\$5.22	\$1,252.80
2.7	EYEWASH, 4 OZ.	EA	24	\$1.79	\$42.96	\$1.99	\$47.76	\$1.90	\$45.60	\$1.58	\$37.92	\$2.59	\$62.16	\$1.09	\$26.16	\$1.22	\$29.28
2.8	GAUZE SP, 4" STERILE, 12 PLY, 2 PK, 25/PK, 600/CS	CS	2	\$32.89	\$65.78	\$16.80	\$33.60	\$41.25	\$82.50	\$42.00	\$84.00	\$1.34	\$2.68	\$48.25	\$96.50	\$2.10	\$4.20
2.9	GAUZE, 4 X 4, 3 PLY, 4000/CS, NON-STERILE	CS	24	\$22.00	\$528.00	\$32.47	\$779.28	\$45.23	\$1,085.52	\$73.60	\$1,766.40	\$52.60	\$1,262.40	\$56.61	\$1,358.64	\$3.56	\$85.44
2.10	HEAD IMMOBILIZER/I-TEC MULTI-GRIP ADULT	EA	600	No Bid	\$0.00	\$4.41	\$2,646.00	\$3.97	\$2,382.00	\$4.06	\$2,436.00	\$3.82	\$2,292.00	\$3.87	\$2,322.00	\$3.89	\$2,334.00
2.11	HEAT PACK, DISPOSEABLE, 24/CA	EA	96	\$0.59	\$56.64	\$0.56	\$53.76	\$0.4413	\$42.3648	\$0.41	\$39.36	\$0.263	\$25.248	\$6.48	\$622.08	\$0.70	\$67.20
2.12	HYDROGEN PEROXIDE, 3%, 16 OZ.	EA	96	\$1.09	\$104.64	\$0.56	\$53.76	\$0.44	\$42.24	\$0.75	\$72.00	\$0.81	\$77.76	\$0.63	\$60.48	\$0.44	\$42.24
2.13	ICE PACKS, DISPOSABLE	EA	144	\$0.49	\$70.56	\$0.39	\$56.16	\$0.27	\$38.88	\$0.27	\$38.88	\$0.26	\$37.44	\$0.27	\$38.88	\$0.22	\$31.68
2.14	KED OR GENERIC EQUIVALENT	EA	2	\$49.99	\$99.98	\$54.94	\$109.88	\$78.32	\$156.64	\$58.00	\$116.00	\$53.81	\$107.62	\$80.30	\$160.60	\$103.33	\$206.66
2.15	KERLEX BANDAGE, 4" CRINKLE GAUZE, NON-STERILE	EA	400	\$0.49	\$196.00	\$0.45	\$180.00	\$0.41	\$164.00	\$0.58	\$232.00	\$0.60	\$240.00	\$0.71	\$284.00	No Bid	\$0.00
2.16	MCI TRIAGE TAGS	EA	1	No Bid	\$0.00	\$0.90	\$0.90	\$0.78	\$0.78	\$0.43	\$0.43	\$0.79	\$0.79	\$38.50	\$38.50	\$37.25	\$37.25
2.17	NEEDLE DECOMPRESSION KIT, TO CONTAIN (AT A MINIMUM): IODINE SWABS, STERILE GAUZE, 20 CC SYRINGE WITH SLIP LOCK, 14 G X 2" CATHETERS, 3 WAY STOPCOCK WITH 21" TUBING	EA	10	No Bid	\$0.00	\$13.63	\$136.30	\$12.60	\$126.00	\$56.64	\$566.40	\$56.37	\$563.70	\$12.13	\$121.30	No Bid	\$0.00
2.18	RING CUTTER	EA	1	\$3.89	\$3.89	\$11.90	\$11.90	\$4.46	\$4.46	\$5.40	\$5.40	\$3.86	\$3.86	\$3.58	\$3.58	\$5.83	\$5.83
2.19	SAM SPLINT OR EQUIVALENT	EA	108	\$2.89	\$312.12	\$3.15	\$340.20	\$3.68	\$397.44	\$3.60	\$388.80	\$4.77	\$515.16	\$3.87	\$417.96	\$6.33	\$683.64
2.20	SPLINT, FERNOTRAC, TRACTION, ADULT	EA	5	\$114.19	\$570.95	\$139.77	\$698.85	\$336.18	\$1,680.90	\$260.03	\$1,300.15	\$147.72	\$738.60	\$273.14	\$1,365.70	No Bid	\$0.00
2.21	SPLINT, FERNOTRAC, TRACTION, PEDI	EA	5	\$114.19	\$570.95	\$139.77	\$698.85	\$336.18	\$1,680.90	\$260.03	\$1,300.15	\$147.72	\$738.60	\$273.14	\$1,365.70	No Bid	\$0.00
2.22	TAPE, CLEAR, 1" X 10 YD., TRANSPORE 3M BRAND ONLY, 12/BX	BXS	24	\$9.96	\$239.04	\$10.09	\$242.16	\$14.02	\$336.48	\$12.20	\$292.80	\$13.64	\$327.36	\$10.78	\$258.72	\$13.67	\$328.08
2.23	CAT- COMBAT APPLICATION TOURNIQUET- BLACK		24	\$27.99	\$671.76	\$25.96	\$623.04	\$25.12	\$602.88	\$23.10	\$554.40	\$24.72	\$593.28	\$23.17	\$556.08	\$23.33	\$559.92
2.24	TRAUMA DRESSING, 12" X 30", STERILE	EA	48	\$0.73	\$35.04	\$0.76	\$36.48	\$1.16	\$55.68	\$0.65	\$31.20	\$0.94	\$45.12	\$1.06	\$50.88	\$0.38	\$18.24
2.25	TRIANGUL/BANDAGE, 40 X 40 X 56	EA	144	\$0.29	\$41.76	\$0.19	\$27.36	\$1.02	\$146.88	\$0.30	\$43.20	\$0.20	\$28.80	\$0.24	\$34.56	\$0.37	\$53.28
2.26	PETROLEUM GAUZE, 3 X 9	EA	24	\$0.57	\$13.68	\$0.61	\$14.64	\$0.55	\$13.20	\$0.64	\$15.36	\$0.60	\$14.40	\$0.59	\$14.16	\$29.17	\$700.08
2.27	WEBBING PRE-CUT, 30 FT. ROLL	EA	100	\$5.59	\$559.00	No Bid	\$0.00	No Bid	\$0.00	\$12.00	\$1,200.00	\$5.99	\$599.00	No Bid	\$0.00	No Bid	\$0.00
2.28	WHITE MEDICAL TAPE "DUCT TAPE", 2" X 60 YDS.	EA	96	\$6.69	\$642.24	\$7.97	\$765.12	\$5.57	\$534.72	\$5.30	\$508.80	\$4.83	\$463.68	\$5.42	\$520.32	\$6.55	\$628.80
<b>Total Package 2</b>					\$4,928.61		\$13,229.06		\$14,658.8048		\$15,251.19		\$13,166.758		\$14,182.60		\$10,963.64

<b>MEDICATIONS</b>																	
3.1	ACETAMINOPHEN SUSPENSION, 160 MG/5 ML	EA	24	No Bid	\$0.00	\$2.65	\$63.60	No Bid		\$0.69	\$16.56	\$1.68	\$40.32	\$2.38	\$57.12	\$28.68	\$688.32
3.2	ACETAMINOPHEN TABLET 500 MG INDIVIDUALLY WRAPPED		50	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$0.04	\$2.00	\$0.029	\$1.45	\$10.00	\$500.00	No Bid	\$0.00
3.3	ADENOSINE, 6 MG/2 ML VIAL, ADENOCARD	EA	48	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$6.00	\$288.00	\$4.70	\$225.60	\$12.12	\$581.76	\$42.68	\$2,048.64
3.4	ALBUTEROL SULFATE, 3 ML, 25/BX	BXS	6	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$4.06	\$24.36	\$3.94	\$23.64	\$16.06	\$96.36	\$4.04	\$24.24
3.5	AMIODARONE, 150 MG/3 ML, VIAL	EA	40	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$1.82	\$72.80	\$1.86	\$74.40	\$52.19	\$2,087.60	\$1.72	\$68.80
3.6	ASPIRIN, CHILD, 81 MG, CHEWABLE, 36/BTL	EA	40	No Bid	\$0.00	\$0.60	\$24.00	No Bid		\$0.72	\$28.80	\$0.64	\$25.60	\$0.69	\$27.60	\$0.69	\$27.60
3.7	ATROPINE SULFATE, 1 MG/10 ML LUER JET	EA	100	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$4.13	\$413.00	\$5.92	\$592.00	\$34.24	\$3,424.00	\$4.88	\$488.00
3.8	ATROVENT, .5 MG, UNIT DOSE, 25/BX	BXS	4	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$4.72	\$18.88	\$4.20	\$16.80	\$9.91	\$39.64	No Bid	\$0.00
3.9	BENADRYL HCL, 50 MG/ML, 1 ML VIAL	EA	200	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$1.07	\$214.00	\$1.02	\$204.00	\$4.69	\$938.00	\$26.04	\$5,208.00

Line	Description	UOM	QTY	Nashville Medical & EMS Products Inc.		MMS- A Medical Supply Company		Southeastern Emergency Equipment		Life-Assist, Inc.		Bound Tree Medical		Henry Schein EMS		Moore Medical LLC	
				Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
3.10	CALCIUM CHLR, 10%, 1000 MG/10 ML LUER JET	EA	12	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$4.84	\$58.08	\$5.82	\$69.84	\$33.12	\$397.44	\$5.79	\$69.48
3.11	CARDIZEM, 25 MG/5 ML, VIAL	EA	24	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$3.23	\$77.52	\$2.78	\$66.72	\$18.50	\$444.00	\$24.63	\$591.12
3.12	DEXTROSE, 25%, 2.5 G/10 ML, INJ ANSYR	EA	12	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$7.26	\$87.12	\$9.38	\$112.56	\$27.82	\$333.84	\$8.05	\$96.60
3.13	DEXTROSE, INJ, 50%, 25 G/50 ML LUER JET	EA	200	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$6.27	\$1,254.00	\$8.40	\$1,680.00	\$38.18	\$7,636.00	No Bid	\$0.00
3.14	DOPAMINE, 40 MG/ML VIAL	EA	24	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$1.70	\$40.80	\$2.08	\$49.92	\$8.43	\$202.32	\$1.52	\$36.48
3.15	EPINEPHRINE INJECTION, USP, 1:10,000, 1 MG/10 ML, LUER JET	EA	300	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$5.78	\$1,734.00	\$7.14	\$2,142.00	\$20.07	\$6,021.00	\$7.32	\$2,196.00
3.16	EPINEPHRINE, 1 MG AMPULE, 1-1000 ML, INJECTION	EA	50	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$1.68	\$84.00	\$1.92	\$96.00	\$8.13	\$406.50	\$2.39	\$119.50
3.17	EPINEPHRINE, RACEMIC 2.25%	EA	24	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$1.43	\$34.32	\$1.92	\$46.08	\$1.36	\$32.64	No Bid	\$0.00
3.18	EPINEPHRINE, 1:1,000, 1 MG/ML, MULTI-DOSE, 30 ML	EA	24	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$8.78	\$210.72	\$10.54	\$252.96	\$22.08	\$529.92	\$8.07	\$193.68
3.19	EPIPEN, EPINEPHRINE AUTO-INJECTOR, 0.3 MG, FOR ADULTS 66 LBS. OR MORE	EA	24	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$249.00	\$5,976.00	\$764.58	\$18,349.92	\$925.45	\$22,210.80	\$709.23	\$17,021.52
3.20	EPIPEN JR., EPINEPHRINE AUTO-INJECTOR FOR PEDI	EA	24	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$249.00	\$5,976.00	\$764.58	\$18,349.92	\$925.45	\$22,210.80	\$709.23	\$17,021.52
3.21	ETOMIDATE, 2 MG/ML, 40 MG VIAL	EA	80	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$8.32	\$665.60	\$8.93	\$714.40	\$36.13	\$2,890.40	\$8.45	\$676.00
3.22	FENTENYL, 100 MCG/2 ML AMPULE	EA	144	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$2.15	\$309.60	\$1.23	\$177.12	\$4.81	\$692.64	\$14.63	\$2,106.72
3.23	GLUCAGEN, INJ, 1 MG	EA	24	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$188.76	\$4,530.24	\$279.76	\$6,714.24	\$688.97	\$16,535.28	\$264.00	\$6,336.00
3.24	KETAMINE, 500 MG/10 ML VIAL	EA	12	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$12.70	\$152.40	\$9.25	\$111.00	\$14.33	\$171.96	\$4.02	\$48.24
3.25	LABELALOL, 100 MG/20 ML, VIAL	EA	12	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$2.93	\$35.16	\$5.27	\$63.24	\$9.47	\$113.64	\$2.74	\$32.88
3.26	LIDOCAINE, 1 GRAM, VIAL	EA	24	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$4.83	\$115.92	\$1.88	\$45.12	\$8.87	\$212.88	No Bid	\$0.00
3.27	LIDOCAINE, PREMIX BAG, 1 GRAM IN 250 CC		24	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$7.21	\$173.04	No Bid	\$0.00	\$20.91	\$501.84	No Bid	\$0.00
3.28	LIDOCAINE HCI INJECTION, USP, 2%, 100 MG/5 ML, LUER JET	EA	60	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$3.85	\$231.00	\$5.22	\$313.20	\$10.55	\$633.00	\$4.18	\$250.80
3.29	LORAZEPAM, 4 MG/1 ML VIAL	EA	120	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$2.45	\$294.00	\$2.55	\$306.00	\$6.86	\$823.20	No Bid	\$0.00
3.30	MAGNESIUM SULFATE, 1 G/2 ML, VIAL	EA	25	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$2.19	\$54.75	\$2.43	\$60.75	\$4.61	\$115.25	No Bid	\$0.00
3.31	METOPROLOL, 5 MG/5 ML, VIAL	EA	12	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$3.09	\$37.08	\$1.63	\$19.56	\$9.35	\$112.20	\$8.54	\$102.48
3.32	MORPHINE, 10 MG/1 ML, VIAL	EA	50	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$2.65	\$132.50	\$1.47	\$73.50	\$3.93	\$196.50	\$30.79	\$1,539.50
3.33	NACL, 0.9%, INJ, 1000 ML	EA	1200	No Bid	\$0.00	\$2.17	\$2,604.00	No Bid		\$1.95	\$2,340.00	\$2.16	\$2,592.00	\$7.82	\$9,384.00	\$4.27	\$5,124.00
3.34	NACL, 0.9%, INJ, 500 ML		1200	No Bid	\$0.00	\$2.36	\$2,832.00	No Bid		\$1.88	\$2,256.00	\$1.52	\$1,824.00	\$7.82	\$9,384.00	\$4.27	\$5,124.00
3.35	NACL, 0.9%, INJ, 250 ML	EA	144	No Bid	\$0.00	\$2.25	\$324.00	No Bid		\$1.80	\$259.20	\$2.33	\$335.52	\$5.90	\$849.60	\$4.27	\$614.88
3.36	NACL, 0.9%, USP, 100 ML, INJ	EA	72	No Bid	\$0.00	\$1.92	\$138.24	No Bid		\$3.16	\$227.52	\$1.90	\$136.80	\$7.82	\$563.04	\$1.89	\$136.08
3.37	NACL, 0.9%, PREFILL 10 CC SYRINGE W/MALE LUER LOCK	EA	2400	No Bid	\$0.00	\$0.3773	\$905.52	No Bid		\$0.58	\$1,392.00	\$0.36	\$864.00	\$0.88	\$2,112.00	No Bid	\$0.00
3.38	NALOXONE, 2MG/2ML LUER JET LUER LOCK PRE-FILLED SYRINGE	EA	120	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$34.38	\$4,125.60	\$35.46	\$4,255.20	\$132.48	\$15,897.60	\$47.49	\$5,698.80
3.39	NITROMIST SPRAY, 230 METERED DOSES	EA	20	No Bid	\$0.00	\$168.23	\$3,364.60	No Bid		\$150.15	\$3,003.00	\$234.43	\$4,688.60	\$1,612.70	\$32,254.00	\$213.33	\$4,266.60
3.40	ONDANSETRON, 4 MG/2 ML, VIAL	EA	360	No Bid	\$0.00	\$0.00	\$0.00	No Bid		\$1.24	\$446.40	\$0.81	\$291.60	\$3.37	\$1,213.20	\$11.59	\$4,172.40
3.41	ORAL GLUTOSE/GLUCOSE, 15 G, GEL,	EA	60	No Bid	\$0.00	\$0.99	\$59.40	No Bid		\$1.10	\$66.00	\$0.99	\$59.40	\$3.49	\$209.40	\$10.32	\$619.20
3.42	PROMETHAZINE, 25 MG/1 ML AMPULE	EA	240	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$1.12	\$268.80	\$1.88	\$451.20	\$8.95	\$2,148.00	\$48.78	\$11,707.20
3.43	SODIUM BICARB, 4.2% PEDI, LUER LOCK	EA	12	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$9.35	\$112.20	\$13.24	\$158.88	\$35.85	\$430.20	No Bid	\$0.00
3.44	SODIUM BICARB, 8.4%, 50 MEQ/50 ML, LUER JET	EA	60	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$6.88	\$412.80	\$7.89	\$473.40	\$25.21	\$1,512.60	\$7.46	\$447.60
3.45	SOLUMEDROL ACTVIL, 125 MG/2 ML	EA	60	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$7.30	\$438.00	\$9.37	\$562.20	\$24.33	\$1,459.80	\$6.84	\$410.40
3.46	SUCCINYLCHOLINE, 20 MG/1 ML, 200 MG VIAL	EA	50	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$6.41	\$320.50	\$26.40	\$1,320.00	\$65.44	\$3,272.00	\$19.88	\$994.00
3.47	THIAMINE, 100 MG/2 ML VIAL	EA	25	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$12.00	\$300.00	\$13.71	\$342.75	\$39.94	\$998.50	\$12.13	\$303.25
3.48	TORADOL/KETOROLAC, 60 MG VIAL	EA	25	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$3.40	\$85.00	\$2.74	\$68.50	\$8.03	\$200.75	\$2.32	\$58.00
3.49	VASOPRESSIN, 40 UNITS VIAL	EA	50	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$112.00	\$5,600.00	\$141.19	\$7,059.50	No Bid	\$0.00	No Bid	\$0.00
3.50	VECURONIUM, 10 MG/10 ML VIAL	EA	50	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$13.80	\$690.00	\$11.26	\$563.00	\$22.74	\$1,137.00	\$10.37	\$518.50
3.51	VERSED/MIDAZOLAM, 10 MG/2 ML VIAL	EA	72	No Bid	\$0.00	No Bid	\$0.00	No Bid		\$3.90	\$280.80	\$1.464	\$105.408	\$22.64	\$1,630.08	\$11.59	\$834.48

				Nashville Medical & EMS Products Inc.		MMS- A Medical Supply Company		Southeastern Emergency Equipment		Life-Assist, Inc.		Bound Tree Medical		Henry Schein EMS		Moore Medical LLC		
Line	Description	UOM	QTY	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	
3.52	XOPENEX, 0.63 MG, 24/BX	BXS	36	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$4.98	\$179.28	\$280.87	\$10,111.32	\$684.75	\$24,651.00	\$104.23	\$3,752.28
3.53	XOPENEX, 1.25 MG, 24/BX	BXS	72	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00	\$4.98	\$358.56	\$264.49	\$19,043.28	\$684.75	\$49,302.00	\$104.23	\$7,504.56	
3.54	ZEMURON, 10 MG/10 ML VIAL	EA	20	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00	\$6.36	\$127.20	\$9.16	\$183.20	\$26.09	\$521.80	\$6.46	\$129.20	
<b>Total Package 3</b>				<b>No Bid</b>	<b>\$0.00</b>		<b>\$10,315.36</b>		<b>\$0.00</b>		<b>\$46,631.11</b>		<b>\$106,507.618</b>		<b>\$250,306.70</b>		<b>\$109,407.55</b>	

<b>MISCELLANEOUS ITEMS</b>																		
4.1	ARMBOARD, IV, DISP, 2" X 6"	EA	24	No Bid	\$0.00	\$0.61	\$14.64	\$0.69	\$16.56	\$0.83	\$19.92	\$0.72	\$17.28	\$1.20	\$28.80	\$0.58	\$13.92	
4.2	BAG, RED BIOHAZARD, 23 X 23, 1.2 MIL, 500/CS	CS	2	No Bid	\$0.00	\$53.45	\$106.90	\$52.00	\$104.00	\$60.22	\$120.44	\$14.30	\$28.60	\$44.12	\$88.24	\$48.70	\$97.40	
4.3	BAG, RED BIOHAZARD, 33 X 39, 1.2 MIL, 250/CS	CS	1	No Bid	\$0.00	\$54.50	\$54.50	\$54.00	\$54.00	\$81.08	\$81.08	\$49.76	\$49.76	\$999.21	\$999.21	No Bid	\$0.00	
4.4	B-D, INTERLINK VIAL ACCESS CANNULA, #303067	EA	100	No Bid	\$0.00	\$0.326	\$32.60	\$0.3198	\$31.98	\$0.35	\$35.00	\$0.31	\$31.00	\$0.32	\$32.00	No Bid	\$0.00	
4.5	BAXTER INTERLINK INJECTION SITE #2N3399		20	No Bid	\$0.00	\$1.47	\$29.40	\$0.82	\$16.40	\$1.33	\$26.60	\$1.32	\$26.40	\$1.59	\$31.80	\$1.60	\$32.00	
4.6	BLOOD PRESSURE CUFF, ADULT, NAVY BLUE, LATEX INFLATION BLADDER & BULB, LEATHERETTE CARRYING CASE	EA	12	\$5.29	\$63.48	\$4.95	\$59.40	\$33.95	\$407.40	\$5.29	\$63.48	\$6.30	\$75.60	\$5.69	\$68.28	\$9.72	\$116.64	
4.7	BLOOD PRESSURE CUFF, CHILD, NAVY BLUE, LATEX INFLATION BLADDER & BULB, LEATHERETTE CARRYING CASE	EA	6	\$5.29	\$31.74	\$4.95	\$29.70	\$33.95	\$203.70	\$7.84	\$47.04	\$7.01	\$42.06	\$14.89	\$89.34	\$9.72	\$58.32	
4.8	BLOOD PRESSURE CUFF, INFANT, NAVY BLUE, LATEX INFLATION BLADDER & BULB, LEATHERETTE CARRYING CASE	EA	4	\$5.29	\$21.16	\$4.95	\$19.80	\$33.95	\$135.80	\$7.15	\$28.60	\$7.01	\$28.04	\$18.32	\$73.28	\$9.72	\$38.88	
4.9	BLOOD PRESSURE CUFF, LARGE ADULT, NAVY BLUE, LATEX INFLATION BLADDER & BULB, LEATHERETTE CARRYING CASE	EA	12	\$5.69	\$68.28	\$5.11	\$61.32	\$38.27	\$459.24	\$9.63	\$115.56	\$7.01	\$84.12	\$13.11	\$157.32	\$12.78	\$153.36	
4.10	BROSELOW TAPE	EA	2	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00	\$35.30	\$70.60	No Bid	\$0.00	
4.11	C-COLLAR BAG, BLUE	EA	2	No Bid	\$0.00	\$17.28	\$34.56	\$17.05	\$34.10	\$23.00	\$46.00	\$11.34	\$22.68	\$24.10	\$48.20	\$21.00	\$42.00	
4.12	CONMED ECG ELECTRODES, HUGGABLES, PEDI, 4 PACK, 600/CS	CS	1	No Bid	\$0.00	\$91.36	\$91.36	\$94.20	\$94.20	\$100.00	\$100.00	\$88.40	\$88.40	No Bid	\$0.00	No Bid	\$0.00	
4.13	CONMED ECG ELECTRODES, SURETRACE, ADULT, 30/PK, 20 PKS/CS, 600/CS	CS	72	No Bid	\$0.00	\$76.85	\$5,533.20	No Bid	\$0.00	\$87.48	\$6,298.56	\$79.40	\$5,716.80	\$152.21	\$10,959.12	\$136.00	\$9,792.00	
4.14	FACEMASK, DISP, W/EYE SHIELD	EA	12	No Bid	\$0.00	\$0.3494	\$4.1928	\$0.8856	\$10.6272	\$1.05	\$12.60	\$0.52	\$6.24	\$0.28	\$3.36	\$12.12	\$145.44	
4.15	ECONOMY SAFETY GOGGLES	EA	6	No Bid	\$0.00	\$1.28	\$7.68	\$1.31	\$7.86	\$0.99	\$5.94	\$1.47	\$8.82	\$2.32	\$13.92	\$0.89	\$5.34	
4.16	EMESIS BAG, WHITE OPAQUE	EA	480	No Bid	\$0.00	\$1.09	\$523.20	\$1.1833	\$567.984	\$0.36	\$172.80	\$0.87	\$417.60	\$1.11	\$532.80	\$1.04	\$499.20	
4.17	EXT SET, ICU MEDICAL #B3302 WITH MICROCLAVE CLAMP AND ROTATING LUER	EA	2400	No Bid	\$0.00	\$2.29	\$5,496.00	No Bid	\$0.00	\$2.20	\$5,280.00	\$2.12	\$5,088.00	\$2.77	\$6,648.00	No Bid	\$0.00	
4.18	FILTER STRAW, 5 MICRON	EA	100	No Bid	\$0.00	\$0.3857	\$38.57	\$0.3994	\$39.94	\$0.22	\$22.00	\$0.39	\$39.00	\$0.45	\$45.00	\$47.49	\$4,749.00	
4.19	GLOVE, LARGE, NITRILE NON-LATEX, DEFENDER, 10" CUFF	BXS	288	No Bid	\$0.00	\$9.75	\$2,808.00	\$9.64	\$2,776.32	\$9.80	\$2,822.40	\$8.83	\$2,543.04	\$8.86	\$2,551.68	No Bid	\$0.00	
4.20	GLOVE, MEDIUM, NITRILE NON-LATEX, DEFENDER, 10" CUFF	BXS	288	No Bid	\$0.00	\$9.75	\$2,808.00	\$9.64	\$2,776.32	\$9.80	\$2,822.40	\$8.83	\$2,543.04	\$8.83	\$2,543.04	No Bid	\$0.00	
4.21	GLOVE, X-SMALL, NITRILE NON-LATEX, DEFENDER, 10" CUFF	BXS	120	No Bid	\$0.00	No Bid	\$0.00	\$9.64	\$1,156.80	\$9.80	\$1,176.00	\$8.83	\$1,059.60	\$8.83	\$1,059.60	No Bid	\$0.00	
4.22	GLOVE, SMALL, NITRILE NON-LATEX, DEFENDER, 10" CUFF	BXS	120	No Bid	\$0.00	\$9.75	\$1,170.00	\$9.64	\$1,156.80	\$9.80	\$1,176.00	\$8.83	\$1,059.60	\$8.83	\$1,059.60	No Bid	\$0.00	
4.23	GLOVE, X-LARGE, NITRILE NON-LATEX, DEFENDER, 10" CUFF	BXS	288	No Bid	\$0.00	\$9.75	\$2,808.00	\$9.64	\$2,776.32	\$9.80	\$2,822.40	\$8.83	\$2,543.04	\$8.83	\$2,543.04	No Bid	\$0.00	
4.24	GLUCOMETER TEST STRIPS PRECISION XTRA, 50/BX	BXS	60	\$22.49	\$1,349.40	\$10.50	\$630.00	\$31.25	\$1,875.00	\$30.00	\$1,800.00	\$19.32	\$1,159.20	\$18.20	\$1,092.00	\$80.64	\$4,838.40	
4.25	INTEROSSEOUS NEEDLE, 15 GAUGE	EA	6	No Bid	\$0.00	\$19.59	\$117.54	\$9.55	\$57.30	\$8.62	\$51.72	\$8.58	\$51.48	\$18.91	\$113.46	\$18.73	\$112.38	
4.26	IODINE PREP PADS, 100/BX	BX	1	\$3.49	\$3.49	\$3.38	\$3.38	\$4.64	\$4.64	\$4.31	\$4.31	\$3.18	\$3.18	\$3.31	\$3.31	\$3.09	\$3.09	
4.27	IV DRIP SET BRAND ICU MEDICAL #B9900-299, 84" Y TYPE	EA	1800	No Bid	\$0.00	\$4.26	\$7,668.00	No Bid	\$0.00	\$4.08	\$7,344.00	\$3.08	\$5,544.00	No Bid	\$0.00	\$197.88	\$356,184.00	

Line	Description	UOM	QTY	Nashville Medical & EMS Products Inc.		MMS- A Medical Supply Company		Southeastern Emergency Equipment		Life-Assist, Inc.		Bound Tree Medical		Henry Schein EMS		Moore Medical LLC	
				Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
4.28	IV, CATH, PROTECTIVE PLUS, 14 G X 1.25", 50/BX	EA	100	\$1.57	\$157.00	\$1.49	\$149.00	\$1.5444	\$154.44	\$1.66	\$166.00	\$1.63	\$163.00	\$1.47	\$147.00	\$89.27	\$8,927.00
4.29	IV, CATH, PROTECTIVE PLUS, 16 G X 1.25", 50/BX	EA	300	\$1.57	\$471.00	\$1.49	\$447.00	\$1.5444	\$463.32	\$1.66	\$498.00	\$1.63	\$489.00	\$1.47	\$441.00	\$89.27	\$26,781.00
4.30	IV, CATH, PROTECTIVE PLUS, 18 G X 1.25", 50/BX	EA	1200	\$1.57	\$1,884.00	\$1.49	\$1,788.00	\$1.5444	\$1,853.28	\$1.66	\$1,992.00	\$1.63	\$1,956.00	\$1.47	\$1,764.00	\$89.27	\$107,124.00
4.31	IV, CATH, PROTECTIVE PLUS, 20 G X 1.25", 50/BX	EA	2400	\$1.57	\$3,768.00	\$1.49	\$3,576.00	\$1.5444	\$3,706.56	\$1.66	\$3,984.00	\$1.63	\$3,912.00	\$1.47	\$3,528.00	\$89.27	\$214,248.00
4.32	IV, CATH, PROTECTIVE PLUS, 22 G X 1", 50/BX	EA	800	\$1.57	\$1,256.00	\$1.49	\$1,192.00	\$1.5444	\$1,235.52	\$1.66	\$1,328.00	\$1.63	\$1,304.00	\$1.47	\$1,176.00	\$89.27	\$71,416.00
4.33	IV, CATH, PROTECTIVE PLUS, 24 G X 3/4", 50/BX	EA	300	\$1.57	\$471.00	\$1.49	\$447.00	\$1.5444	\$463.32	\$1.66	\$498.00	\$1.63	\$489.00	\$1.47	\$441.00	\$89.27	\$26,781.00
4.34	LANCETS, DISPOSABLE, SAFETY, 100/BX	BXS	48	\$9.65	\$463.20	\$9.30	\$446.40	\$9.94	\$477.12	\$7.19	\$345.12	\$9.22	\$442.56	\$9.49	\$455.52	\$5.98	\$287.04
4.35	LEVER LOCK/CLIP LOCK CANNULAS	EA	100	No Bid	\$0.00	\$0.472	\$47.20	\$0.463	\$46.30	\$0.51	\$51.00	\$0.45	\$45.00	\$0.31	\$31.00	\$45.10	\$4,510.00
4.36	MUCOSAL ATOMIZATION DEVICE, 3 CC SYR	EA	120	No Bid	\$0.00	\$4.14	\$496.80	\$4.05	\$486.00	\$3.69	\$442.80	\$3.60	\$432.00	\$3.99	\$478.80	\$99.00	\$11,880.00
4.37	MULTIFUNCTION PADS, KENDALL MEDITRACE #1310P	EA	12	\$16.95	\$203.40	\$15.38	\$184.56	\$18.96	\$227.52	\$17.92	\$215.04	\$7.67	\$92.04	\$18.20	\$218.40	\$113.67	\$1,364.04
4.38	N95 MASK, LARGE, 20/BX	BX	1	\$13.29	\$13.29	\$20.58	\$20.58	No Bid	\$0.00	\$23.00	\$23.00	\$11.92	\$11.92	\$17.20	\$17.20	\$16.21	\$16.21
4.39	N95 MASK, MEDIUM, 20/BX	BX	1	\$13.29	\$13.29	\$20.58	\$20.58	\$17.24	\$17.24	\$15.00	\$15.00	\$13.00	\$13.00	\$17.22	\$17.22	\$16.21	\$16.21
4.40	N95 MASK, SMALL, 20/BX	BX	1	\$0.00	\$0.00	\$20.58	\$20.58	\$17.24	\$17.24	\$15.00	\$15.00	\$11.92	\$11.92	\$17.23	\$17.23	\$16.21	\$16.21
4.41	NEEDLE, 18 G X 1" W/SAFETY CAP OR NEEDLE SAFETY DEVICE, 100/BX	BXS	4	No Bid	\$0.00	\$23.48	\$93.92	\$11.61	\$46.44	\$18.00	\$72.00	\$4.00	\$16.00	\$19.12	\$76.48	\$20.27	\$81.08
4.42	NEEDLE, 23 G X 1" W/SAFETY CAP OR NEEDLE SAFETY DEVICE, 100/BX	BXS	4	No Bid	\$0.00	\$19.88	\$79.52	\$11.61	\$46.44	\$28.00	\$112.00	\$28.00	\$112.00	\$18.93	\$75.72	\$20.27	\$81.08
4.43	GASTRIC SUMP TUBE W/RADIOPAQUE LINE 10 FR	EA	6	No Bid	\$0.00	\$1.77	\$10.62	\$2.32	\$13.92	\$1.73	\$10.38	\$1.70	\$10.20	\$2.01	\$12.06	\$2.36	\$14.16
4.44	GASTRIC SUMP TUBE W/RADIOPAQUE LINE 12 FR	EA	6	No Bid	\$0.00	\$1.77	\$10.62	\$2.32	\$13.92	\$1.73	\$10.38	\$1.70	\$10.20	\$2.01	\$12.06	\$2.36	\$14.16
4.45	GASTRIC SUMP TUBE W/RADIOPAQUE LINE 14 FR	EA	6	No Bid	\$0.00	\$1.77	\$10.62	\$2.32	\$13.92	\$1.73	\$10.38	\$1.70	\$10.20	\$2.01	\$12.06	\$2.36	\$14.16
4.46	GASTRIC SUMP TUBE W/RADIOPAQUE LINE 16 FR	EA	6	No Bid	\$0.00	\$1.77	\$10.62	\$2.32	\$13.92	\$1.73	\$10.38	\$1.70	\$10.20	\$2.01	\$12.06	\$2.36	\$14.16
4.47	GASTRIC SUMP TUBE W/RADIOPAQUE LINE 18 FR	EA	6	No Bid	\$0.00	\$1.77	\$10.62	\$2.32	\$13.92	\$1.73	\$10.38	\$1.70	\$10.20	\$2.01	\$12.06	\$2.36	\$14.16
4.48	OB KIT, PLASTIC BAG	EA	12	\$4.59	\$55.08	\$4.89	\$58.68	\$4.60	\$55.20	\$6.80	\$81.60	\$4.86	\$58.32	\$5.83	\$69.96	\$5.72	\$68.64
4.49	PADS, ALCOHOL, MEDIUM, 200/BX, STERILE	BXS	24	\$1.69	\$40.56	\$1.34	\$32.16	\$1.21	\$29.04	\$1.44	\$34.56	\$1.28	\$30.72	\$1.30	\$31.20	\$1.44	\$34.56
4.50	PEDI-MATE PEDIATRIC RESTRAINT DEVICE	EA	1	\$139.00	\$139.00	\$281.00	\$281.00	\$40.00	\$40.00	\$253.28	\$253.28	\$220.04	\$220.04	\$199.29	\$199.29	\$255.83	\$255.83
4.51	PENLIGHT, DISPOSABLE	EA	72	\$0.52	\$37.44	\$0.56	\$40.32	\$0.66	\$47.52	\$0.65	\$46.80	\$0.61	\$43.92	\$0.84	\$60.48	\$3.30	\$237.60
4.52	PORTABLE O2 REGULATOR, 1-25 LPM W/ONE PTO	EA	12	\$25.29	\$303.48	\$29.58	\$354.96	\$42.50	\$510.00	\$59.74	\$716.88	\$65.89	\$790.68	\$59.51	\$714.12	No Bid	\$0.00
4.53	PORTABLE O2 REGULATOR SEAL, PLASTIC	EA	200	\$0.42	\$84.00	No Bid	\$0.00	\$0.05	\$10.00	\$0.44	\$88.00	\$0.048	\$9.60	\$0.20	\$40.00	No Bid	\$0.00
4.54	REGULATOR TOP MOUNT W/ CONTENTS GUAGE LEFT HANDED 50 PSI "H" SIZE	EA	4	\$69.00	\$276.00	\$86.50	\$346.00	\$80.63	\$322.52	\$72.24	\$288.96	\$82.91	\$331.64	\$138.10	\$552.40	No Bid	\$0.00
4.55	PPE KIT, DISPOSABLE, ECONOMY	EA	12	\$3.19	\$38.28	\$3.80	\$45.60	\$7.76	\$93.12	\$5.67	\$68.04	\$3.93	\$47.16	\$4.18	\$50.16	\$8.88	\$106.56
4.56	PRESSURE INFUSER, DISPOSABLE, 1,000 CC	EA	24	\$7.89	\$189.36	\$7.94	\$190.56	\$10.63	\$255.12	\$13.79	\$330.96	\$10.79	\$258.96	\$10.81	\$259.44	\$14.21	\$341.04
4.57	PRESSURE INFUSER, DISPOSABLE, 500 CC	EA	24	\$7.89	\$189.36	\$7.45	\$178.80	\$10.63	\$255.12	\$13.55	\$325.20	\$10.60	\$254.40	No Bid	\$0.00	No Bid	\$0.00
4.58	RAZOR, PREP, DISPOSABLE	BXS	2	\$19.00	\$38.00	\$16.80	\$33.60	\$17.00	\$34.00	\$15.84	\$31.68	\$15.00	\$30.00	\$16.33	\$32.66	\$15.33	\$30.66
4.59	RAPTOR IV SECURING DEVICE PN:30-0006	EA	12	No Bid	\$0.00	\$1.55	\$18.60	No Bid	\$0.00	\$1.88	\$22.56	\$11.99	\$143.88	No Bid	\$0.00	\$12.00	\$144.00
4.60	SAFETY CONTROL DRUG SEALS, PLASTIC, RED, NUMBERED	EA	300	\$14.99	\$4,497.00	\$0.154	\$46.20	\$0.1772	\$53.16	\$0.09	\$27.00	\$0.145	\$43.50	\$0.16	\$48.00	\$16.86	\$5,058.00
4.61	SCALPEL, #10, SAFETY	EA	6	No Bid	\$0.00	\$0.664	\$3.984	\$2.15	\$12.90	\$0.58	\$3.48	\$0.37	\$2.22	\$0.36	\$2.16	\$6.19	\$37.14
4.62	SHARPS CONTAINER, 1 QT W/LID, NO MFG. PREFERENCE, 6.25 X 4.25 X 4.5	EA	40	\$1.39	\$55.60	\$1.66	\$66.40	\$1.63	\$65.20	\$1.51	\$60.40	\$1.26	\$50.40	\$1.58	\$63.20	\$1.59	\$63.60



**AGENDA REQUEST  
BUSINESS OF THE CITY COUNCIL  
CITY OF PEARLAND, TEXAS**

<b>AGENDA OF:</b> June 27, 2016	<b>ITEM NO.:</b> Consent Agenda Item F
<b>DATE SUBMITTED:</b> June 20, 2016	<b>DEPARTMENT OF ORIGIN:</b> City Secretary
<b>PREPARED BY:</b> Maria E. Rodriguez	<b>PRESENTOR:</b> City Council
<b>REVIEWED BY:</b> Jon R. Branson	<b>REVIEW DATE:</b> June 21, 2016
<b>SUBJECT:</b> Excuse the absence of Councilmember Tony Carbone from the Regular Council Meeting held on June 13, 2016.	
<b>EXHIBITS:</b> None	
<b>EXPENDITURE REQUIRED:</b> N/A <b>AMOUNT AVAILABLE:</b> N/A <b>ACCOUNT NO.:</b> N/A	<b>AMOUNT BUDGETED:</b> N/A <b>PROJECT NO.:</b> N/A
<b>ADDITIONAL APPROPRIATION REQUIRED:</b> N/A <b>ACCOUNT NO.:</b> N/A <b>PROJECT NO.:</b> N/A	
<b>To be completed by Department:</b> <input type="checkbox"/> Finance <input type="checkbox"/> Legal <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution	

**EXECUTIVE SUMMARY**

Excuse Councilmember Tony Carbone's absence from the June 13, 2016, Regular Council Meeting.

**RECOMMENDED ACTION**

Council action required.

**AGENDA REQUEST  
BUSINESS OF THE CITY COUNCIL  
CITY OF PEARLAND, TEXAS**

<b>AGENDA OF:</b> June 27, 2016	<b>ITEM NO.:</b> Resolution No. R2016-108
<b>DATE SUBMITTED:</b> June 20, 2016	<b>DEPT. OF ORIGIN:</b> PEDC
<b>PREPARED BY:</b> Valerie Marvin	<b>PRESENTOR:</b> Matt Buchanan
<b>REVIEWED BY:</b> Matt Buchanan	<b>REVIEW DATE:</b> June 17, 2016
<b>SUBJECT:</b> Resolution No. R2016-108: A Resolution of the City Council of the City of Pearland, Texas, authorizing the subordination of rights in a water/sewer easement to CenterPoint Energy Houston Electric, LLC, for underground electric lines to serve the Lower Kirby vicinity.	
<b>EXHIBITS:</b> R2016-108, CenterPoint Easement	
<b>FUNDING:</b> <input type="checkbox"/> Grant <input type="checkbox"/> Developer/Other <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Bonds To Be Sold <input type="checkbox"/> Bonds- Sold <input type="checkbox"/> L/P – Sold <input type="checkbox"/> L/P – To Be Sold	
<b>EXPENDITURE REQUIRED:</b> PEDC Funds <b>AMOUNT BUDGETED:</b> <b>AMOUNT AVAILABLE:</b> <span style="float: right;"><b>PROJECT NO.:</b></span> <b>ACCOUNT NO.:</b> <b>ADDITIONAL APPROPRIATION REQUIRED:</b> <b>ACCOUNT NO.:</b> <b>PROJECT NO.:</b>	

**EXECUTIVE SUMMARY**

**BACKGROUND**

The development of infrastructure to support the Lower Kirby District Masterplan is a priority of our Pearland 20/20 Community Strategic Plan. We continue to work on the phased extension of underground electric utilities along Kirby Drive which is located in a planned development zoning district that requires all utilities to be located underground to ensure the continued high quality development in the area.

On September 29, 2015, the City entered into a Development Agreement with Spectrum 86 for the development of infrastructure for the Tool-Flo project. Included in the agreement is the extension of underground electricity for Phase III which will consist of continuing the end of phase II on the east side of Kirby Drive north 900' to North Spectrum Blvd. and west 350' along North Spectrum Blvd to connect to the existing overhead at CSI.

During design of the underground duct bank along the south side of North Spectrum, it was determined the only remaining location to place the electrical duct bank underground is in the existing Water/Sewer easement. CenterPoint prefers easements that house their facilities to be dedicated solely for CenterPoint's use, with no other use identified. CenterPoint has agreed to allow the City's existing 10' Water/Sewer easement to be dedicated to CenterPoint with the inclusion of a clause that subordinates the City's rights in the existing Water/Sewer easement to CenterPoint. The existing water and sewer utilities have already been constructed and are located within the roadway right-of-way, and there are no other intended future uses for the existing easement.

The construction of the Phase I conduit is complete and CenterPoint has installed the electrical conduit lines and related gear. CenterPoint has also removed the overhead line that crossed Kirby Drive to serve the medical office building. Phase II construction is complete and CenterPoint is expected to schedule installation of the electrical conduit lines and related gear in the near future.

Attached for Council's consideration is a CenterPoint Energy Houston Electric, LLC easement to dedicate the existing Water/Sewer easement to CenterPoint and subordinate the City's rights to the easement.

**RECOMMENDED ACTION**

Consideration and approval of a resolution authorizing the subordination of rights in a water/sewer easement to CenterPoint Energy Houston Electric, LLC, for underground electric lines to serve the Lower Kirby vicinity.

**RESOLUTION NO. R2016-108**

**A Resolution of the City Council of the City of Pearland, Texas, authorizing the subordination of rights in a water/sewer easement to CenterPoint Energy Houston Electric, LLC, for underground electric lines to serve the Lower Kirby vicinity.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS:**

**Section 1.** That certain Easement attached hereto as Exhibit "A" and made a part hereof for all purposes, is hereby authorized.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2016.

\_\_\_\_\_  
TOM REID  
MAYOR

ATTEST:

\_\_\_\_\_  
YOUNG LORFING, TRMC  
CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
DARRIN M. COKER  
CITY ATTORNEY

**ELECTRIC EASEMENT**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

STATE OF TEXAS            }  
  KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF HARRIS        }

THAT, Pearland Economic Development Corporation, a Texas non-profit corporation, its successors and assigns, hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of ONE DOLLAR (\$1.00) CASH to Grantor paid by CenterPoint Energy Houston Electric, LLC, its successors and assigns, hereinafter referred to as "Grantee", whose principal address is P. O. Box 1700, Houston, Texas 77251-1700, has **GRANTED, SOLD AND CONVEYED** and by these presents, does **GRANT, SELL AND CONVEY** unto said Grantee, all or in part, an exclusive, perpetual easement, hereinafter referred to as the "Easement", for electric distribution and related communications facilities consisting of a variable number of wires and cables and all necessary and desirable equipment and appurtenances, including, but not limited to, towers or poles made of wood, metal or other materials, props and guys, hereinafter referred to as "Facilities", located within a portion of the following described lands owned by Grantor, ("Grantor's Property"), to wit:

Tract "A" of Block 1 of Project Heartbeat Campus PH I, a subdivision situated in the J. Hamilton Survey, Abstract 876, Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 629185 of the Map Records of said county and state.

The unobstructed easement area(s) herein granted, hereinafter referred to as the "Easement Area", whether one or more, are described as follows:

An easement ten (10) feet wide, located southerly of and adjoining the dedicated five (5) foot wide utility easement ("U.E.") located southerly of and adjoining the entire northerly line of said Tract "A" of Block 1 of said subdivision.

Grantor shall observe and exercise all notification laws as per the Underground Facility Damage Prevention and Safety Act, also known as "ONE CALL" & "CALL BEFORE YOU DIG", when working in or near the Easement Area.

To the extent that such laws and codes apply to Grantor, Grantor, shall observe all safety codes and laws which apply to working along, within and/or near the Easement Area and Facilities during construction activities and safe clearance from such Facilities, including the Occupational Safety and Health Administration ("O.S.H.A."), Chapter 752 of the Texas Health and Safety Code, the National Electric Code, and the National Electrical Safety Code.

Notwithstanding the description of the Easement Area set forth herein, the parties intend that the Easement Area herein granted shall run to the edge of Grantor's Property so that the exteriors of all ground and/or aerial easements herein granted are to intersect with the exteriors of all adjoining easements and/or property lines without creating any gaps between the Easement Area herein granted and any existing easements and/or property lines.

Absent written authorization by the affected Grantee, all utility and aerial easements must be kept unobstructed from any non-utility improvements or obstructions by Grantor. Any unauthorized improvements or obstructions may be removed by Grantee at the Grantor's expense. While wooden posts and paneled wooden fences along the perimeter and back to back easements and alongside rear lots lines are permitted, they too may be removed by Grantee at the Grantor's expense should they be an obstruction. Grantee may

put said wooden posts and paneled wooden fences back up, but generally will not replace them with new fencing.

Grantee shall not deny or obstruct ingress or egress to or from Grantor's Property, and Grantor retains all rights to cross the Easement Area for access, but not interfering with the utility purpose for which the Easement is granted. Grantor shall have the right to construct or locate in a near perpendicular fashion, utilities, drainage ditches, roadways, driveways, across, but not along or solely along, within or under the Easement Area herein granted. Grantor assumes all responsibility for the cost of constructing, paving and maintaining said roadways or driveways within easement crossing areas. In the event that Grantor constructs, or causes to be constructed, any utilities, drainage, ditches, roadways, and/or driveways which results in the relocation of Grantee's Facilities, the Grantor will be responsible for all costs associated with the relocation and/or removal of Grantee's Facilities. Grantor is prohibited from using the Easement Area for stockpile, spoil, water retention or detention, or lay down areas.

Grantee shall also have reasonable rights of ingress and egress to and from said Easement Area, together with reasonable working space, for the purposes of erecting, installing, operating, maintaining, replacing, inspecting, and removing said Facilities, together with the additional right to remove from said Easement Area and Grantor's Property immediately adjoining thereto, all bushes, trees and parts thereof, or other structures or improvements which are within, protrude, bisect, encroach or overhang into said Easement Area and which, in the sole opinion of Grantee, endanger or may interfere with the efficient, safe and proper operation, and maintenance of said Facilities. Further, in the event dead or dangerous trees exist within the fall range of overhead electrical facilities, then Grantee shall have the right to take down dead or dangerous trees based on

Grantee's discretion.

TO HAVE AND TO HOLD the above described Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, forever, and Grantor does hereby bind itself and its successors, heirs, assigns, and legal representatives, to fully warrant and forever defend all and singular the above described Easement and rights unto said Grantee, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise. In the event of a deficiency in title or actions taken by others which results in the relocation of Grantee's Facilities, the Grantor herein, its successors and assigns, will be responsible for all costs associated with the relocation and/or removal of Grantee's Facilities.

The terms, conditions and provisions contained herein constitute the complete and final agreement between Grantor and Grantee, (collectively the "Parties") with respect to the subject matter hereof and supersedes all prior agreements, representations and understandings of the Parties and, by Grantor's signature affixed hereto and Grantee's use of the Easement, the Parties evidence their agreement thereof. No oral or written agreements made or discussed prior to, or subsequent to, the execution of this Easement shall supersede those contained herein. Any and all revisions, amendments and/or exceptions to the terms, conditions and provisions contained in this Easement shall be in written, recordable form and executed by both parties, or their respective successors or assigns in order to be deemed valid.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Pearland Economic Development Corporation, a Texas non-profit corporation

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name typed or printed

\_\_\_\_\_  
Title

**City of Pearland does hereby subordinate to Grantee all rights, title and interest in the preexisting, dedicated Water & Sewer Easement ("W.S.E.") located on, over, and across said Easement Area.**

City of Pearland, Texas

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name typed or printed

\_\_\_\_\_  
Title

STATE OF TEXAS }

COUNTY OF \_\_\_\_\_ }

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, \_\_\_\_\_ of Pearland Economic Development Corporation, a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that ( )he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

**Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.**

\_\_\_\_\_  
Notary's Signature

\_\_\_\_\_  
Name typed or printed

\_\_\_\_\_  
Commission Expires

STATE OF TEXAS }

COUNTY OF \_\_\_\_\_ }

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, \_\_\_\_\_ of City of Pearland, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that ( )he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said city.

**Given under my hand and seal of office** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary's Signature

\_\_\_\_\_  
Name typed or printed

\_\_\_\_\_  
Commission Expires

**AFTER RECORDING RETURN TO:  
SURVEYING & RIGHT OF WAY  
CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC  
P. O. BOX 1700  
HOUSTON, TX 77251-1700**

**AGENDA REQUEST  
BUSINESS OF THE CITY COUNCIL  
CITY OF PEARLAND, TEXAS**

<b>AGENDA OF:</b>	June 27, 2016	<b>ITEM NO.:</b>	Ordinance No. 1527
<b>DATE SUBMITTED:</b>	June 22, 2016	<b>DEPT. OF ORIGIN:</b>	Finance
<b>PREPARED BY:</b>	Cynthia Pearson	<b>PRESENTOR:</b>	John Robuck
<b>REVIEWED BY:</b>	Jon R. Branson	<b>REVIEW DATE:</b>	June 22, 2016
<b>SUBJECT:</b> First Reading of Ordinance 1527 – An Ordinance Authorizing the Issuance of City of Pearland, Texas, Water and Sewer System Revenue Bonds, Series 2016B; Prescribing the Terms Thereof; Providing for the Payment Thereof; Awarding the Sale Thereof; and Making Other Provisions Regarding Such Bonds and Matters Incident Thereto.			
<b>EXHIBITS:</b> Ordinance 1527 Private Placement Memorandum PowerPoint Presentation – BOSC, Inc. Timetable Final Numbers Tax Rate Impact			
<b>FUNDING:</b>			
	<input checked="" type="checkbox"/> Bonds To Be Sold	<input type="checkbox"/> Grant <input type="checkbox"/> Bonds- Sold	<input type="checkbox"/> Developer/Other <input type="checkbox"/> L/P – Sold
			<input type="checkbox"/> Cash <input type="checkbox"/> L/P – To Be Sold
<b>EXPENDITURE REQUIRED:</b>		<b>AMOUNT BUDGETED:</b>	
<b>AMOUNT AVAILABLE:</b>		<b>PROJECT NO.:</b>	
<b>ACCOUNT NO.:</b>			
<b>ADDITIONAL APPROPRIATION REQUIRED:</b>			
<b>ACCOUNT NO.:</b>			
<b>PROJECT NO.:</b>			
<b>To be completed by Department:</b>			
X Finance	X Legal	Ordinance	X Resolution

## **EXECUTIVE SUMMARY**

### **BACKGROUND**

In January 2015, City Council authorized the appropriation of \$11,000,000 for the construction of the Reflection Bay Water Reclamation Package Plant from future Water and Sewer System Revenue Bond proceeds. In an effort to be fiscally responsible, the city pursued a loan with the Texas Water Development Board for Clean Water State Revolving Fund (CWSRF) assistance to take advantage of the opportunity to obtain lower interest rates. The actual amount of the bond sale is \$11,100,000.

The Reflection Bay Package Plant is a design/ build project consisting of the design and construction of a temporary 1 million gallon per day (MGD) package treatment plant to be installed and connected into the influent treatment system at the existing Reflection Bay Water Reclamation Facility. The package plant will supplement the existing 2 MGD plant for a total of 3 MGD of treatment capacity. The package plant consists of a flow splitter box, 16 aeration basins, four clarifiers, RAS/WAS basin (return activated and wasted activated sludge basins), blowers pumps, and filter modules and will provide supplemental treatment capacity for the timeframe that the main facility expansion is being constructed, from July 2016 to July 2018, at which time 4 MGD of treatment capacity will be complete and can remain in service if needed until the rehabilitation of the existing 2 MGD facility in April 2019. The package plant can then be relocated and used at another facility.

Work began on the project in early 2015, and City Council approved a notice of intent to be reimbursed from future bond proceeds in November 2015; Resolution R2015-196. The construction of the package plant was completed this month. Upon closing, the costs associated with the plant will be submitted for re-imburement, as allowed by the CWSRF loan program.

### **Package Plant Project Schedule**

Design-Build Council Award	January 2015
Phase 1 0.5 MGD Operational	January 6, 2016
Phase 2 1 MGD Operational	June 6, 2016

### **BID AND AWARD**

The second reading of the Ordinance will be on July 11<sup>th</sup>, and closing on July 28<sup>th</sup>.

### **CURRENT AND FUTURE FUNDING /FINANCIAL IMPACTS/DEBT SERVICE**

The bonds are structured with a 10-year principal maturity, with a fiscal year 2017 annual principal payment estimated at \$1,235,000.

### **RECOMMENDED ACTION**

Consideration and Approval of Ordinance 1527 – An Ordinance Authorizing the Issuance of City of Pearland, Texas, Water and Sewer System Revenue Bonds, Series 2016B; Prescribing the Terms Thereof; Providing for the Payment Thereof; Awarding the Sale Thereof; and Making Other Provisions Regarding Such Bonds and Matters Incident Thereto.

**CITY OF PEARLAND, TEXAS**  
**WATER AND SEWER SYSTEM REVENUE BONDS**  
**SERIES 2016B**

**ORDINANCE NO. 2016-1527**

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**ORDINANCE NO. 1527**

**An Ordinance of the City Council of the City of Pearland, Texas, authorizing issuance of City of Pearland, Texas, water and sewer system revenue bonds, series 2016b; prescribing the terms thereof; providing for the payment thereof; awarding the sale thereof; and making other provisions regarding such bonds and matters incident thereto.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS:**

**ARTICLE I  
FINDINGS AND DETERMINATIONS**

Section 1.1. Findings and Determinations. It is hereby officially found and determined that:

(a) The City is authorized by Chapter 1502, Texas Government Code, as amended, to issue revenue bonds payable from the revenues of its water and sewer system for the purpose of constructing repairs, improvements, additions and extensions to the City's waterworks and sanitary sewer system.

(b) The City Council now deems it to be in the best interest of the City to issue, sell and deliver the Series 2016B Bonds (hereinafter defined) as hereinafter authorized, pursuant to the laws of the State of Texas, including specifically, Chapter 1502, Texas Government Code.

(c) The conditions precedent to the issuance of additional bonds which are contained in the ordinances authorizing the issuance of the Previously Issued Bonds and the Series 2016B Bonds (hereinafter defined) have been met, and the City is authorized to issue the revenue bonds and make the pledges and covenants set forth herein.

(d) The Series 2016B Bonds herein authorized for issuance are to be delivered to the Texas Water Development Board (the "TWDB" or the "Purchaser") in evidence of a loan commitment received in the aggregate amount of the Series 2016B Bonds.

**ARTICLE II  
DEFINITIONS AND INTERPRETATIONS**

Section 2.1. Definitions. In this Ordinance, the following terms shall have the following meanings, unless the context clearly indicates otherwise:

"*Act*" shall mean, collectively Chapter 1502, Texas Government Code, as amended.

"*Additional Bonds*" shall mean the additional revenue bonds permitted to be issued by the City pursuant to Section 6.1 hereof.

*“Average Annual Principal and Interest Requirements”* shall mean the average annual principal and interest requirements for all Bonds. Upon the issuance of the Series 2016B Bonds, the Average Annual Principal and Interest Requirements are hereby determined to be \$7,589,654.75 and shall be recomputed upon the issuance of each series of Additional Bonds and set forth in each ordinance authorizing the issuance of Additional Bonds. For purposes of calculating the Average Annual Principal and Interest Requirements with respect to any variable rate Additional Bonds, interest on such bonds shall be calculated in accordance with Section 6.1 of this Ordinance.

*“Bonds”* shall mean any or all of the Previously Issued Bonds, the Series 2016B Bonds and any Additional Bonds from time to time hereafter issued, but only to the extent such Bonds remain Outstanding within the meaning of this Ordinance.

*“Business Day”* shall mean any day other than (1) a Saturday or a Sunday, (2) a legal holiday or the equivalent on which banking institutions generally are authorized or required to close in New York, New York or Houston, Texas or any other city in which is located the principal corporate trust office of the Paying Agent/Registrar or (3) a day on which the New York Stock Exchange is closed in whole or in part.

*“City”* shall mean the City of Pearland, Texas, and, where appropriate, the City Council thereof and any successor to the City as owner of the System.

*“Code”* shall mean the Internal Revenue Code of 1986, as amended.

*“Defeasance Securities”* means (1) direct, non-callable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (2) non-callable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent, and (3) non-callable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the City adopts or approves the proceedings authorizing the financial arrangements are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent.

*“DTC”* shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

*“DTC Participant”* shall mean brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

*“Fiscal Year”* shall mean the City’s fiscal year, which currently runs from October 1 to September 30, but which may be changed from time to time by the City.

*“Gross Revenues”* shall mean all revenues, income and receipts of every nature derived or received by the City from the operation and ownership of the System; the interest income

from the investment or deposit of money in the Revenue Fund and the Reserve Fund (each hereinafter defined in Article V hereof); and any other revenues hereafter pledged to the payment of all Bonds. Gross Revenues shall not include any of (i) grants from, or payments by, any federal, state or local governmental agency or authority or any other entity or person, the use of which is restricted by law or by the terms of the grant or payment to capital expenditures of the System, (ii) capital assets, debt service funds or debt service reserve funds of water districts or other public or private sewer systems annexed, acquired or otherwise assumed by the City or (iii) any interest earned on items (i) or (ii) above.

*“Interest Payment Date,”* when used in connection with any Series 2016B Bond, shall mean September 1 or March 1 of each year as applicable commencing March 1, 2017.

*“Maintenance and Operation Expenses”* shall mean the reasonable and necessary expenses of operation and maintenance of the System, including all salaries, labor, materials, repairs and extensions necessary to render efficient service (but only such repairs and extensions as, in the judgment of the governing body of the City, are necessary to keep the System in operation and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or conditions which would otherwise impair the Bonds), and all payments (including payments of amounts equal to all or a part of the debt service on bonds issued by other political subdivisions and authorities of the State of Texas) under contracts which are now or hereafter defined as operating expenses by the Legislature of Texas. Depreciation shall never be considered as a Maintenance and Operation Expense. Maintenance and Operation Expenses shall include, without limitation, all payments under contracts for the impoundment, conveyance or treatment of water or otherwise which are now or hereafter defined as operating expenses by the Legislature of Texas and the treatment of such payments as Maintenance and Operation Expenses shall not be affected in any way if, subsequent to entering into such contracts, the City acquires as a part of the System title to any properties or facilities used to impound, convey or treat water under such contracts, or if the City contracts to acquire title to such properties or facilities as a part of the System upon the final payment of debt service on the bonds issued to finance such properties or facilities.

*“MSRB”* means the Municipal Securities Rulemaking Board.

*“Net Revenues”* shall mean all Gross Revenues remaining after deducting the Maintenance and Operation Expenses.

*“Ordinance”* shall mean this Bond Ordinance and all amendments hereof and supplements hereto.

*“Outstanding”* when used with reference to the Bonds shall mean, as of a particular date, all such bonds theretofore delivered except: (a) any such bond canceled by or on behalf of the City at or before said date; (b) any such bond defeased pursuant to the defeasance provisions of the ordinance authorizing its issuance, or otherwise defeased as permitted by applicable law; and (c) any such bond in lieu of or in substitution for which another bond shall have been delivered pursuant to the ordinance authorizing the issuance of such bond.

“*Owner*” or “*Registered Owner*” when used with respect to any Bond, shall mean the person or entity in whose name such Bond is registered in the Register. Any reference to a particular percentage or proportion of the Owners of the Bonds of a particular class or series of Bonds shall mean the Owners at a particular time of the specified percentage or proportion in aggregate principal amount of all Bonds or the Bonds of such class or series then Outstanding.

“*Paying Agent/Registrar*” shall mean Wells Fargo Bank, N.A., Minneapolis, Minnesota, and its successors in that capacity.

“*Previously Issued Bonds*” shall mean the Outstanding City of Pearland, Texas, Water and Sewer System Adjustable Rate Revenue Bonds, Series 1999, City of Pearland, Texas, Water and Sewer System Revenue Bonds, Series 2003, the City of Pearland, Texas, Water and Sewer System Revenue and Refunding Bonds, Series 2006, the City of Pearland, Texas, Water and Sewer System Revenue Bonds, Series 2007, the City of Pearland, Texas, Water and Sewer System Revenue Bonds, Series 2008, the City of Pearland, Texas, Water and Sewer System Revenue Bonds, Series 2009, the City of Pearland, Texas, Water and Sewer System Revenue Bonds, Series 2010A, the City of Pearland, Texas, Water and Sewer System Revenue Refunding Bonds, Series 2010B, the City of Pearland, Texas Water and Sewer System Revenue and Refunding Bonds, Series 2012, the City of Pearland, Texas Water and Sewer System Revenue Bonds, Series 2014 and the City of Pearland, Texas Water and Sewer System Revenue Bonds, Series 2016A.

“*Purchaser*” shall mean the Texas Water Development Board.

“*Record Date*” shall mean, with respect to any Interest Payment Date, the fifteenth day of the month, whether or not a Business Day, next preceding each Interest Payment Date.

“*Register*” shall mean the books of registration kept by the Paying Agent/Registrar in which are maintained the names and addresses of and the principal amounts registered to each Owner of Series 2016B Bonds.

“*Series 2016B Bonds*” shall mean the City of Pearland, Texas, Water and Sewer System Revenue Bonds, Series 2016B, authorized by this Ordinance.

“*Special Project*” shall mean, to the extent permitted by law, any water or sewer system property, improvement or facility declared by the City not to be part of the System, for which the costs of acquisition, construction, and installation are paid from proceeds of a financing transaction other than the issuance of bonds payable from ad valorem taxes or revenues of the System and for which all maintenance and operation expenses are payable from sources other than ad valorem taxes or revenues of the System, but only to the extent that and for so long as all or any part of the revenues or proceeds of which are or will be pledged to secure the payment or repayment of such costs of acquisition, construction, and installation under such financing transaction.

“*Subordinate Lien Obligations*” shall mean the obligations permitted to be issued by the City pursuant to Section 6.2 hereof.

“System” shall mean all properties, facilities, improvements, equipment, interests, rights and powers constituting the water and sewer system of the City, and all future extensions, replacements, betterments, additions, improvements, enlargements, acquisitions, purchases and repairs to the System, including without limitation, all those heretofore or hereafter acquired as a result of the annexation and dissolution of water districts or the acquisition of the properties or assets of any other public, private or non-profit entities. The System shall not include any Special Project.

Section 2.2. Interpretations. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance and the Table of Contents of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Series 2016B Bonds and the validity of the lien on and pledge of the Net Revenues to secure the payment of the Series 2016B Bonds.

**ARTICLE III  
TERMS OF THE SERIES 2016B BONDS**

Section 3.1. Name, Amount, Purpose, Authorization. The City of Pearland, Texas Water and Sewer System Revenue Bonds, Series 2016B shall be issued in fully registered form, without coupons, in the aggregate principal amount of Eleven Million One Hundred Thousand Dollars (\$11,100,000) for the purposes of (i) constructing certain repairs, improvements, additions and extensions to the System, and (ii) payment of expenses of issuance of the Series 2016B Bonds, all under and pursuant to the authority of the Act and all other applicable law.

Section 3.2. Numbers, Date and Denomination. The Series 2016B Bonds shall be initially issued bearing the numbers, in the principal amounts and bearing interest at the rates set forth in Section 3.3 hereof. The Series 2016B Bonds shall be dated as of July 28, 2016, and shall be issued in denominations of \$5,000 of principal amount or any integral multiple thereof.

Section 3.3. Interest Payment Dates, Interest Rates and Maturities. The Series 2016B Bonds shall bear interest from the later of the date of delivery of the Series 2016B Bonds to the Purchaser, or the most recent Interest Payment Date to which interest has been paid or duly provided for, at the rate or rates per annum set forth below, calculated on the basis of a 360-day year composed of twelve 30-day months and payable semiannually on March 1 and September 1 of each year, commencing March 1, 2017, until maturity or prior redemption.

The Series 2016B Bonds shall mature and become payable on the dates and in the respective principal amounts set forth below, subject to prior redemption as set forth in this Ordinance:

<u>Bond Number</u>	<u>Maturity (09/01)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
R-1	2017	\$1,235,000	0.000%

<u>Bond Number</u>	<u>Maturity (09/01)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
R-2	2018	1,230,000	0.000
R-3	2019	1,230,000	0.000
R-4	2020	1,235,000	0.000
R-5	2021	1,235,000	0.000
R-6	2022	1,235,000	0.000
R-7	2023	1,235,000	0.090
R-8	2024	1,230,000	0.200
R-9	2025	1,235,000	0.320

Section 3.4. Redemption Prior to Maturity.

(a) *Optional Redemption.* The 2016B Bonds are not subject to optional redemption.

Section 3.5. Manner of Payment, Characteristics, Execution and Authentication. The Paying Agent/Registrar shall be the paying agent for the Series 2016B Bonds. The Series 2016B Bonds shall be payable, shall have the characteristics, shall be signed and executed, shall be sealed, and shall be authenticated, all as provided Form of Bond included as Exhibit A to this Ordinance. The Series 2016B Bonds initially delivered shall also have attached or affixed to each such Series 2016B Bond the registration certificate of the Comptroller of Public Accounts of the State of Texas.

The Series 2016B Bonds shall be signed on behalf of the City by the Mayor and countersigned by the City Secretary by their manual, lithographed, or facsimile signatures thereon. Such facsimile signature on the Series 2016B Bonds shall have the same effect as if each of the Series 2016B Bonds had been signed manually and in person by each of said officials. If any officer of the City whose manual or facsimile signature shall appear on the Series 2016B Bonds, as provided in the Form of Bond included as Exhibit A hereto, shall cease to be such officer before the authentication of the Series 2016B Bonds or before the delivery of the Series 2016B Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

The approving legal opinion of Andrews Kurth LLP, Houston, Texas, Bond Counsel, may be printed on the Series 2016B Bonds over the certification of the City Secretary, which may be executed in facsimile. CUSIP numbers also may be printed on the Series 2016B Bonds, but errors or omissions in the printing of either the opinion or the numbers shall have no effect on the validity of the Series 2016B Bonds.

Section 3.6. Approval by Attorney General; Registration by Comptroller. The Initial Series 2016B Bond shall be delivered to the Attorney General of the State of Texas for examination and approval and shall be registered by the Comptroller of Public Accounts of the State of Texas. The manually executed registration certificate of such Comptroller substantially

in the form provided in Exhibit A of this Ordinance shall be affixed or attached to the Initial Series 2016B Bonds.

Section 3.7. Authentication. Except for the Series 2016B Bonds to be initially issued, which need not be authenticated, only such Series 2016B Bonds as shall bear thereon a certificate of authentication substantially in the form provided in Exhibit A of this Ordinance, manually executed by an authorized representative of the Paying Agent/Registrar, shall be entitled to the benefits of this Ordinance or shall be valid or obligatory for any purpose. Such duly executed certificate of authentication shall be conclusive evidence that the Series 2016B Bond so authenticated was delivered by the Paying Agent/Registrar hereunder.

Section 3.8. Special Record Date. If interest on any Series 2016B Bond is not paid on any Interest Payment Date and continues unpaid for 30 days thereafter, the Paying Agent/Registrar shall establish a new record date for the payment of such interest, to be known as a “Special Record Date.” The Paying Agent/Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the City. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each Registered Owner of an affected Series 2016B Bond as of the close of business on the day prior to the mailing of such notice.

Section 3.9. Ownership. Subject to the further provisions of this Section, the City, the Paying Agent/Registrar, and any other person may treat the person in whose name any Series 2016B Bond is registered on the Register as the absolute Owner of such Series 2016B Bond for the purpose of making and receiving payment of the principal of or interest on such Series 2016B Bond, and for all other purposes, whether or not such Series 2016B Bond is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Series 2016B Bond in accordance with this Section 3.9 shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Series 2016B Bond to the extent of the sums paid.

Section 3.10. Book-Entry Only System. The definitive Series 2016B Bonds shall be initially issued in the form of a separate single fully registered Series 2016B Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Series 2016B Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.12 hereof, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Owner at the close of business on the Record Date, the word “Cede & Co.” in this Ordinance shall refer to such new nominee of DTC.

With respect to Series 2016B Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in

the Series 2016B Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Series 2016B Bonds, (b) the delivery to any DTC Participant or any other person, other than a Registered Owner of a Series 2016B Bond, as shown on the Register, of any notice with respect to the Series 2016B Bonds, including any notice of redemption or (c) the payment to any DTC Participant or any other person, other than a Registered Owner of a Series 2016B Bond as shown in the Register, of any amount with respect to principal of Series 2016B Bonds, premium, if any, or interest on the Series 2016B Bonds.

Except as provided in Section 3.11 of this Ordinance, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Series 2016B Bond is registered in the Register as the absolute owner of such Series 2016B Bond for the purpose of payment of principal of, premium, if any, and interest on Series 2016B Bonds, for the purpose of giving notices of redemption and other matters with respect to such Series 2016B Bond, for the purpose of registering transfer with respect to such Series 2016B Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of Series 2016B Bonds, premium, if any, and interest on the Series 2016B Bonds only to or upon the order of the respective owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2016B Bonds to the extent of the sum or sums so paid. No person other than an owner shall receive a Series 2016B Bond evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance.

Section 3.11. Payments and Notices to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, as long as any Series 2016B Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on the Series 2016B Bonds, and all notices with respect to such Series 2016B Bonds shall be made and given, respectively, in the manner provided in the representation letter of the City to DTC.

Section 3.12. Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the City to DTC, and that it is in the best interest of the beneficial owners of the Series 2016B Bonds that they be able to obtain certificated Series 2016B Bonds, the City or the Paying Agent/Registrar shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC of the appointment of such successor securities depository and transfer one or more separate Series 2016B Bonds to such successor securities depository or (b) notify DTC of the availability through DTC of Series 2016B Bonds and transfer one or more separate Series 2016B Bonds to DTC Participants having Series 2016B Bonds credited to their DTC accounts. In such event, the Series 2016B Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names a Registered Owner of a Series 2016B

Bond transferring or exchanging Series 2016B Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 3.13. Registration, Transfer, and Exchange. The Paying Agent/Registrar shall keep the Register at its principal corporate trust office and, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Series 2016B Bonds in accordance with the terms of this Ordinance.

Each Series 2016B Bond shall be transferable only upon the presentation and surrender thereof at the principal corporate trust office of the Paying Agent/Registrar, duly endorsed for transfer, or accompanied by an assignment duly executed by the Registered Owner or his authorized representative in form satisfactory to the Paying Agent/Registrar. Upon due presentation of any Series 2016B Bond in proper form for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, within three (3) Business Days after such presentation, a new Series 2016B Bond or Series 2016B Bonds, registered in the name of the transferee or transferees, in the same maturity and aggregate principal amount and bearing interest at the same rate as the Series 2016B Bond or Series 2016B Bonds so presented.

All Series 2016B Bonds shall be exchangeable upon presentation and surrender thereof at the principal corporate trust office of the Paying Agent/Registrar for a Series 2016B Bond or Series 2016B Bonds of the same maturity in any authorized denomination and interest rate, in an aggregate amount equal to the unpaid principal amount of the Series 2016B Bond or Series 2016B Bonds presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Series 2016B Bonds in accordance with the provisions of this Section 3.11. Each Series 2016B Bond delivered in accordance with this Section 3.11 shall be entitled to the benefits and security of this Ordinance to the same extent as the Series 2016B Bond or Series 2016B Bonds in lieu of which such Series 2016B Bond is delivered.

The City or the Paying Agent/Registrar may require the Owner of any Series 2016B Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Series 2016B Bond. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the City.

The Paying Agent/Registrar shall not be required to transfer or exchange any Series 2016B Bond called for redemption in whole or in part during the forty-five (45) day period immediately prior to the date fixed for redemption; provided, however, that this restriction shall not apply to the transfer or exchange by the Registered Owner of the unredeemed portion of a Series 2016B Bond called for redemption in part.

Section 3.14. Cancellation of Series 2016B Bonds. All Series 2016B Bonds paid or redeemed in accordance with this Ordinance, and all Series 2016B Bonds in lieu of which exchange Series 2016B Bonds or replacement Series 2016B Bonds are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment or redemption. The Paying Agent/Registrar shall furnish the City with appropriate certificates of destruction of such Series 2016B Bonds.

Section 3.15. Mutilated, Lost, or Stolen Series 2016B Bonds. Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Series 2016B Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Series 2016B Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Paying Agent/Registrar.

If any Series 2016B Bond is lost, apparently destroyed, or wrongfully taken, the City, pursuant to the applicable laws of the State of Texas, and in the absence of notice or knowledge that such Series 2016B Bond has been acquired by a bona fide purchaser, shall execute and the Paying Agent/Registrar shall authenticate and deliver, a replacement Series 2016B Bond of like maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner thereof shall have:

- (a) furnished to the City and the Paying Agent/Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Series 2016B Bond;
- (b) furnished such security or indemnity as may be required by the Paying Agent/Registrar and the City to save them harmless;
- (c) paid all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar, and any tax or other governmental charge that may be imposed; and
- (d) met any other reasonable requirements of the City and the Paying Agent/Registrar.

If, after the delivery of such replacement Series 2016B Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Series 2016B Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Series 2016B Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed, or wrongfully taken Series 2016B Bond has become or is about to become due and payable, the City in its discretion may, instead of issuing a replacement Series 2016B Bond, authorize the Paying Agent/Registrar to pay such Series 2016B Bond.

Each replacement Series 2016B Bond delivered in accordance with this Section 3.13 shall be entitled to the benefits and security of this Ordinance to the same extent as the Series 2016B Bond or Series 2016B Bonds in lieu of which such replacement Series 2016B Bond is delivered.

**ARTICLE IV  
FORM OF SERIES 2016B BONDS AND CERTIFICATES**

Section 4.1. Forms. The form of the Series 2016B Bonds, including the form of the Paying Agent/Registrar's Authentication Certificate, the form of Assignment, the form of the Comptroller's Registration Certificate and the form of the Statement of Insurance, if any, which shall be attached or affixed to the Initial Series 2016B Bonds, shall be, respectively, as described in Exhibit A to this Ordinance, with such additions, deletions, and variations as may be necessary or desirable and not prohibited by this Ordinance.

Section 4.2. Legal Opinion; CUSIP Numbers. The approving legal opinion of Andrews Kurth LLP, Houston, Texas, Bond Counsel, may be printed on the Series 2016B Bonds over the certification of the City Secretary, which may be executed in facsimile. CUSIP numbers also may be printed on the Series 2016B Bonds, but errors or omissions in the printing of either the opinion or the numbers shall have no effect on the validity of the Series 2016B Bonds.

**ARTICLE V  
SECURITY AND SOURCE OF  
PAYMENT FOR THE BONDS**

Section 5.1. Pledge and Source of Payment. The City hereby covenants and agrees that Gross Revenues of the System shall, as collected and received by the City, be deposited and paid into the special funds hereinafter established, and shall be applied in the manner hereinafter set forth, in order to provide for the payment of all Maintenance and Operation Expenses and to provide for the payment of principal of, interest on and any redemption premiums on the Bonds and all expenses of paying same; and to provide for the disposition of the remaining Net Revenues. The Bonds shall constitute special obligations of the City that shall be payable solely from and shall be equally and ratably secured by a first lien on and pledge of the Net Revenues as collected and received by the City from the operation and ownership of the System, which Net Revenues shall, in the manner herein provided, be set aside for and are hereby pledged to the payment of the Bonds in the Interest and Sinking Fund and the Reserve Fund as hereinafter provided, and the Bonds shall be, in all respects, on a parity with and of equal dignity with one another. The Owners of the Bonds shall never have the right to demand payment of either the principal of, interest on or any redemption premium on the Bonds out of any funds raised or to be raised by taxation.

Section 5.2. Rates and Charges. So long as any Bonds remain Outstanding, the City shall fix, charge and collect rates and charges for the use and services of the System which are calculated to be fully sufficient to produce Net Revenues in each Fiscal Year at least equal to 115% of the principal and interest requirements scheduled to occur in such Fiscal Year on all Bonds then Outstanding, plus an amount equal to the sum of all deposits required to be made to the Reserve Fund in such Fiscal Year (but in no event shall Net Revenues ever be less than the amount required to establish and maintain the Interest and Sinking Fund and the Reserve Fund as hereinafter provided) and, to the extent that funds for such purpose are not otherwise available, to pay all other outstanding obligations payable from the Net Revenues of the System, as and when the same become due. For the purpose of complying with its obligation to fix, charge and collect rates and charges, as herein provided, the City shall be entitled to rely on the certificate

described in Section 6.1 of this Ordinance, as therein provided, in determining the amount of interest anticipated to be paid in respect of Bonds bearing interest at a variable rate.

The City will not grant or permit any free service from the System, except for public buildings and institutions operated by the City. In addition, the City will not grant or permit any free service from the System permitted by the previous sentence if to do so would violate any condition or covenant to which the City is bound in connection with any federal grant agreement or otherwise.

Section 5.3. Special Funds. The following “Special Funds” shall be established, maintained and accounted for as hereinafter provided so long as any of the Bonds remain Outstanding:

- (a) Revenue Fund;
- (b) Interest and Sinking Fund; and
- (c) Reserve Fund.

All of such Funds shall be maintained as separate accounts on the books of the City. The Interest and Sinking Fund and the Reserve Fund shall constitute trust funds which shall be held in trust for the Owners of the Bonds and the proceeds of which shall be pledged to the payment of the Bonds. All of the Funds named above shall be used solely as herein provided so long as any Bonds remain Outstanding.

Section 5.4. Flow of Funds. Gross Revenues of the System shall be deposited as collected into the Revenue Fund. Moneys from time to time on deposit to the credit of the Revenue Fund shall be applied in the following manner and in the following order of priority:

- (a) First, to pay Maintenance and Operation Expenses and to provide by encumbrance for the payment of all obligations incurred by the City for Maintenance and Operation Expenses and to establish and maintain an operating reserve equal to one month’s estimated Maintenance and Operation Expenses;
- (b) Second, to make all deposits into the Interest and Sinking Fund required by any ordinance authorizing the issuance of Bonds;
- (c) Third, to reimburse the provider of a Surety Bond any amounts advanced under such Surety Bond;
- (d) Fourth, to pay interest to any provider of a Surety Bond any amounts advanced under such Surety Bond;
- (e) Fifth, to make all deposits into the Reserve Fund required by any ordinance authorizing the issuance of Bonds;
- (f) Sixth, to make all deposits, as may be required by any ordinance of the City authorizing the issuance of certain Subordinate Lien Obligations described in

Section 6.2 hereof, in order to provide for the payment of and security for such Subordinate Lien Obligations; and

- (g) Seventh, for any lawful purpose.

Section 5.5. Interest and Sinking Fund. On or before the last Business Day of each month so long as any Bonds remain Outstanding, after making all required payments and provision for payment of Maintenance and Operation Expenses, there shall be transferred into the Interest and Sinking Fund from the Revenue Fund the following amounts:

(a) Such amounts, in approximately equal monthly installments, as will be sufficient to accumulate the amount required to pay the interest scheduled to become due on the Bonds on the next Interest Payment Date; and

(b) Such amounts, in approximately equal monthly installments, as will be sufficient to accumulate the amount required to pay the next maturing principal of the Bonds (i.e., the principal amount payable on the next September 1), including the principal amounts of, and any redemption premiums on, any Bonds payable as a result of the operation or exercise of any mandatory or optional redemption provision contained in any ordinance authorizing the issuance of Bonds.

Whenever the total amounts on deposit to the credit of the Interest and Sinking Fund and the Reserve Fund shall be equivalent to the sum of the aggregate principal amount of all Outstanding Bonds plus the aggregate amount of all interest accrued and to accrue thereon, no further payments need be made into the Interest and Sinking Fund or the Reserve Fund, and such Bonds shall not be regarded as being Outstanding except for the purpose of being paid with the moneys on deposit in such Funds.

Moneys deposited to the credit of the Interest and Sinking Fund shall be used solely for the purpose of paying principal (at maturity, prior redemption or tender, or to purchase Bonds in the open market to be credited against mandatory redemption requirements), interest and redemption premiums on the Bonds, plus all bank charges and other costs and expenses relating to such payment.

On or before each date principal becomes due and/or each Interest Payment Date on the Bonds, the City shall transfer from the Interest and Sinking Fund to the Paying Agent for the Bonds an amount equal to the principal of, interest on and any redemption premiums payable on the Bonds on such date, together with an amount equal to all bank charges and other costs and expenses relating to such payment. The Paying Agent shall destroy all paid Bonds and shall provide the City with an appropriate certificate of destruction.

Section 5.6. Reserve Fund. On or before the last Business Day of each month so long as any Bonds remain Outstanding, after making all required payments and provision for payment of Maintenance and Operation Expenses and after making all required transfers into the Interest and Sinking Fund, there shall be transferred into the Reserve Fund from the Revenue Fund amounts equal to one-sixtieth (1/60th) of the Average Annual Principal and Interest Requirements on the Bonds unless or until there has been accumulated in the Reserve Fund money and investments in an aggregate amount at least equal to the Average Annual Principal

and Interest Requirements on the Bonds; provided that additional deposits into the Reserve Fund sufficient to provide for the increased reserve requirements resulting from the issuance of any Additional Bonds shall be made by not later than 60 months from the date of issuance of such Additional Bonds as required by Section 6.1(d) hereof. Such additional deposits into the Reserve Fund in connection with the issuance of any Additional Bonds shall be made each month in amounts equal to one-sixtieth (1/60th) of the Average Annual Principal and Interest Requirements on the Bonds and such Additional Bonds. After such amount has accumulated in the Reserve Fund and so long thereafter as such fund contains such amount, no further deposits shall be required to be made into the Reserve Fund, and any excess amounts in the Fund may be transferred to the Revenue Fund; but if and whenever the balance in the Reserve Fund is reduced below such amount, monthly deposits into such Fund shall be resumed and continued in amounts at least equal to one-twelfth (1/12th) of the Average Annual Principal and Interest Requirements on the Bonds until the Reserve Fund has been restored to such amount. The Reserve Fund shall be used to pay the principal of and interest on the Bonds at any time when there is not sufficient money available in the Interest and Sinking Fund for such purpose and it may be used finally to pay and retire the last Bonds to mature or be redeemed.

Section 5.7. Deficiencies in Funds. If in any month there shall not be deposited into any fund maintained pursuant to this Article the full amounts required hereinabove, amounts equivalent to such deficiency shall be set apart and paid into such Special Fund or Funds from the first available and unallocated moneys in the Revenue Fund, and such payment shall be in addition to the amounts otherwise required to be paid into such Funds during any succeeding month or months. To the extent necessary, the rates and charges for the System shall be increased to make up for any such deficiencies.

Section 5.8. Investment of Funds; Transfer of Investment Income.

(a) Money in the Revenue Fund, the Interest and Sinking Fund and the Reserve Fund may, at the option of the City, be invested in time deposits or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities of the United States of America or as otherwise permitted by state law; provided that all such deposits and investments shall be made in such manner (which may include repurchase agreements for such investments with any national bank) that the money required to be expended from any Special Fund will be available at the proper time or times, and provided further that in no event shall such deposits or investments of moneys in the Reserve Fund mature later than the final maturity date of the Bonds. All such investments shall be valued in terms of current market value no less frequently than the last Business Day of the City's Fiscal Year, except that any direct obligations of the United States of America - State and Local Government Series shall be continuously valued at their par value or principal face amount. Any obligation in which money is so invested shall be kept and held in an official depository of the City, except as hereinafter provided. For purposes of maximizing investment returns, money in such funds may be invested, together with money in other funds or with other money of the City, in common investments of the kind described above, or in a common pool of such investments which shall be kept and held at an official depository of the City, which shall not be deemed to

be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such fund are held by or on behalf of each such fund. If necessary, such investments shall be promptly sold to prevent any default.

(b) All interest and income derived from such deposits and investments shall be credited monthly to the Special Fund from which such investment was made.

Section 5.9. Security for Uninvested Funds. So long as any Bonds remain Outstanding, all uninvested moneys on deposit in, or credited to, the Revenue Fund, the Interest and Sinking Fund and the Reserve Fund shall be secured by the pledge of security as provided by law for cities in the State of Texas.

## **ARTICLE VI ADDITIONAL BONDS**

Section 6.1. Additional Bonds. The City reserves the right to issue, for any lawful purpose, including the refunding of any previously issued Bonds or any other bonds or obligations of the City issued in connection with the System or payable from Net Revenues, one or more series of Additional Bonds on a parity with the Outstanding Bonds and any Additional Bonds then Outstanding, payable from, and secured by a first lien on, the Net Revenues of the System; provided, however, that no Additional Bonds may be issued unless:

(a) All Additional Bonds shall mature only on September 1 and interest thereon shall be payable only on March 1 and September 1;

(b) The Interest and Sinking Fund and the Reserve Fund each contains the amount of money then required to be on deposit therein;

(c) For either the preceding Fiscal Year or any consecutive 12-month period out of the 15-month period immediately preceding the month in which the bond ordinance authorizing such Additional Bonds is adopted (the "Base Period") either:

(1) Net Revenues are certified by the Director of Finance of the City to have been equal to at least one hundred and forty percent (140%) of the Average Annual Principal and Interest Requirements on all Bonds, after giving effect to the issuance of the Additional Bonds to be issued; or

(2) Net Revenues, adjusted to give effect to any rate increase or annexation of territory placed into effect or consummated prior to the adoption of the ordinance authorizing the Additional Bonds to the same extent as if such rate increase or annexation had been placed into effect or consummated prior to the commencement of the Base Period, would have been equal to at least the amount required in paragraph (1) above, as certified by an independent consulting engineer or independent firm of consulting engineers;

Provided, however, that this requirement shall not apply to the issuance of any series of Additional Bonds for refunding purposes that will not have the result of increasing the average annual principal and interest requirements on the Bonds; and

(d) Provision is made in the bond ordinance authorizing the Additional Bonds then proposed to be issued for (1) additional payments into the Interest and Sinking Fund sufficient to provide for the payment of the increased principal of and interest on the Bonds resulting from the issuance of such Additional Bonds, and (2) additional payments into the Reserve Fund sufficient to provide for the accumulation therein of the increased reserve requirement resulting from the issuance of such Additional Bonds, by not later than sixty (60) months from the date of issuance of such Additional Bonds.

The provisions of this Section 6.1(a) notwithstanding, the City may issue Additional Bonds that bear interest at a variable rate. Such variable rate bonds may mature on dates other than September 1 and interest thereon may be payable on dates other than March 1 or September 1; provided that the issuance of Additional Bonds as variable rate bonds may not cause the total amount of Outstanding Bonds that are variable rate bonds to exceed 50% (20% as long as the *Series 1999 Bonds* shall remain outstanding) of the aggregate principal amount of all Outstanding Bonds and Subordinate Lien Obligations at the time of such issuance. For purposes of calculating the funding requirements for the Reserve Fund and for the purposes of calculating compliance with the conditions precedent to the issuance of Additional Bonds pursuant to Section 6.1(c) and the rate covenant set forth in Section 5.2, any Bonds that are variable rate bonds shall be assumed to bear interest at a rate which shall be estimated and certified by the financial advisor to the City as the rate that would be borne by such variable rate bonds if they were at the date of such certification issued as Bonds bearing a fixed rate of interest to their scheduled maturity or maturities.

Section 6.2. Subordinate Lien Obligations. The City reserves the right to issue, for any lawful purpose, bonds, notes or other obligations secured in whole or in part by liens on the Net Revenues that are junior and subordinate to the lien on Net Revenues securing payment of the Bonds. Such Subordinate Lien Obligations may be further secured by any other source of payment lawfully available for such purposes. In the event that the City should decide to issue such Subordinate Lien Obligations as variable rate bonds, for purposes of calculating the funding requirements for the reserve fund for such Subordinate Lien Obligations, the variable rate bonds shall be assumed to bear interest at the rate of 10% per annum, and for purposes of calculating compliance with any conditions precedent to the issuance of additional Subordinate Lien Obligations and any rate covenants relating to such Subordinate Lien Obligations, the variable rate bonds shall be assumed to bear interest at the higher of 9% per annum or the highest variable rate over the preceding twenty-four (24) months.

Deposits may be made pursuant to Section 5.4(f) of this Ordinance into such funds as may be created and maintained for the payment of and security for Subordinate Lien Obligations described in this Section (including a reserve fund not to exceed the Average Annual Principal and Interest Requirements on such Subordinate Lien Obligations and any provisions for curing deficiencies in such funds), but only to the extent that the aggregate Outstanding principal amount of such Subordinate Lien Obligations does not exceed 50% of the aggregate principal amount of Bonds and Subordinate Lien Obligations Outstanding on the date of such calculation.

Section 6.3. Special Project Bonds. The City reserves the right to issue revenue bonds secured by liens on and pledges of revenues and proceeds derived from Special Projects.

**ARTICLE VII  
COVENANTS AND PROVISIONS  
RELATING TO BONDS**

Section 7.1. Punctual Payment of Bonds. The City covenants that it will punctually pay or cause to be paid the interest on and principal of all Bonds according to the terms thereof and will faithfully do and perform, and at all times fully observe, any and all covenants, undertakings, stipulations and provisions contained in this Ordinance and in any other ordinance authorizing the issuance of such Bonds.

Section 7.2. Power to Own and Operate System; Ratemaking Power. The City covenants that it has all necessary power and authority to own and operate the System as herein described and provided and that it possesses, and shall exercise, all necessary power and authority to establish, fix, increase, impose and collect rates and charges for the use and services of the System in the amounts required to comply with the covenants and provisions contained herein.

Section 7.3. Maintenance of System. So long as any Bonds remain Outstanding, the City covenants that it will at all times maintain the System, or within the limits of its authority cause the same to be maintained, in good condition and working order and will operate the same, or cause the same to be operated, in an efficient and economical manner at a reasonable cost and in accordance with sound business principles. In operating and maintaining the System, the City will comply with all contractual provisions and agreements entered into by it and with all valid rules, regulations, directions or orders of any governmental, administrative or judicial body promulgating same, noncompliance with which would materially and adversely affect the operation of the System.

Section 7.4. Sale or Encumbrance of System. So long as any Bonds remain Outstanding, the City covenants that it will not sell, dispose of or, except as permitted in Article VI, further encumber the System; provided, however, that this provision shall not prevent the City from disposing of any portion of the System which is being replaced or is deemed by the City to be obsolete, worn out, surplus or no longer needed for the proper operation of the System. Net proceeds from any such disposition may be deposited in the Revenue Fund and, notwithstanding any other provision contained herein, shall be used only for System purposes. Any agreement pursuant to which the City contracts with a person, corporation, municipal corporation or political subdivision to operate the System or to lease and/or operate all or part of the System shall not be considered as an encumbrance of the System.

Section 7.5. Insurance. The City covenants that it will keep the System insured with insurers of good standing, against risks, accidents or casualties against which and to the extent customarily insured against by political subdivisions of the State of Texas operating similar properties, to the extent that such insurance is available. All net proceeds of such insurance shall be applied to repair or replace any insured property that is damaged or destroyed, or shall be deposited in the Revenue Fund, or shall be used to redeem Outstanding Bonds. The cost of all

such insurance, together with any additional insurance, shall be a part of the Maintenance and Operation Expenses.

Section 7.6. Accounts, Records and Audits. So long as any Bonds remain Outstanding, the City covenants that it will maintain a proper and complete system of records and accounts pertaining to the operation of the System in which full, true and proper entries will be made of all dealings, transactions, business and affairs which in any way affect or pertain to the System or the Gross Revenues or the Net Revenues thereof. The City shall, after the close of each Fiscal Year, prepare financial statements of the System, and have those financial statements audited by an independent certified public accountant or independent firm of certified public accountants. After the audit, the City shall furnish a copy of these audited financial statements, together with the independent certified public accountant's report thereon, without cost, to the Municipal Advisory Council of Texas, the major municipal rating agencies, and any Owners of Bonds who shall request the same. All expenses incurred in preparing such audits shall be Maintenance and Operation Expenses.

Section 7.7. Competition. To the extent it legally may, the City covenants that it will not grant any franchise or permit for the acquisition, construction or operation of any competing facilities which might be used as a substitute for the System and will prohibit the operation of any such competing facilities to the extent that such competing facilities would impair the City's ability to pay principal of or interest on the Bonds.

Section 7.8. Pledge and Encumbrance of Net Revenues. The City covenants that it has the lawful power to create a lien on and to pledge the Net Revenues to secure the payment of the Bonds, and has lawfully exercised such power under the Constitution and laws of the State of Texas. The City further covenants that, other than to the payment of the Bonds, the Net Revenues are not and will not be made subject to any other lien, pledge or encumbrance to secure the payment of any debt or obligation of the City, unless such lien, pledge or encumbrance is junior and subordinate to the lien and pledge securing payment of the Bonds.

Section 7.9. Covenants with Respect to Certain Assumed Water District Bonds. So long as any Bonds remain Outstanding, the City covenants as follows:

(a) To the extent it legally may, the City will impose, and strictly enforce, the requirement upon all water districts located within the City's extraterritorial jurisdiction that any bonds issued by such water districts which are secured in whole or in part by pledges of or liens on water or sewer system revenues shall provide that all such pledges of and liens on water or sewer system revenues shall automatically terminate upon the annexation and dissolution of the district by the City;

(b) The City shall use its best efforts to redeem, refund or defease all annexed water district bonds assumed by the City which by their own terms are secured in whole or in part by pledges of or liens on water or sewer system revenues which do not terminate upon annexation and dissolution by the City of such water district, or otherwise to provide for the discharge of such pledges or liens on water or sewer system revenues; and

(c) Pursuant to Section 43.075, Texas Local Government Code (successor to Article 1182c-1, Vernon's Texas Civil Statutes, as amended), the City shall, unless it has theretofore made adequate provision for the payment thereof, annually levy and cause to be collected taxes upon all taxable property of the City sufficient to pay principal of and interest, as they respectively become due and payable, on all assumed bonds, warrants and other obligations that were issued by water districts that have been annexed to, and dissolved by, the City, and which are by their own terms secured in whole or in part by a lien on or pledge of water or sewer system revenues which did not terminate upon the annexation and dissolution by the City of such water district.

Section 7.10. Registered Owners' Rights and Remedies. This Ordinance shall constitute a contract between the City and the Owners of the Series 2016B Bonds from time to time Outstanding and this Ordinance shall be and remain irrevocable until the Series 2016B Bonds and the interest thereon shall be fully paid or discharged or provision therefor shall have been made as provided herein. In the event of a default in the payment of the principal of or interest on any of the Series 2016B Bonds or a default in the performance of any duty or covenant provided by law or in this Ordinance, the Owner or Owners of any of the Series 2016B Bonds may pursue all legal remedies afforded by the Constitution and laws of the State of Texas to compel the City to remedy such default and to prevent further default or defaults. Without in any way limiting the generality of the foregoing, it is expressly provided that any Owner of any of the Series 2016B Bonds may at law or in equity, by suit, action, mandamus, or other proceedings, enforce and compel performance of all duties required to be performed by the City under this Ordinance, including the making and collection of reasonable and sufficient rates and charges for the use and services of the System, the deposit of the revenues thereof into the Special Funds herein provided, and the application of such revenues in the manner required in this Ordinance.

Section 7.11. Defeasance. The City may defease the provisions of this Ordinance and discharge its obligations to the Registered Owners of any or all of the Series 2016B Bonds to pay the principal of and interest thereon in any manner now or hereafter permitted by law, including by depositing with the Paying Agent/Registrar or with the State Treasurer of the State of Texas either:

(a) cash in an amount equal to the principal amount of such Series 2016B Bonds plus interest thereon to the date of maturity or redemption; or

(b) pursuant to an escrow or trust agreement, cash and/or (i) direct noncallable obligations of United States of America, including obligations that are unconditionally guaranteed by the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; or (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment

quality by a nationally recognized investment rating firm not less than AAA or its equivalent, which, in the case of (i), (ii) or (iii), may be in book-entry form, and the principal of and interest on which will, when due or redeemable at the option of the holder, without further investment or reinvestment of either the principal amount thereof or the interest earnings thereon, provide money in an amount which, together with other moneys, if any, held in such escrow at the same time and available for such purpose, shall be sufficient to provide for the timely payment of the principal of and interest thereon to the date of maturity or earlier redemption;

provided, however, that if any of the Series 2016B Bonds are to be redeemed prior to their respective dates of maturity, provision shall have been made for giving notice of redemption as provided in this Ordinance. Upon such deposit, such Series 2016B Bonds shall no longer be regarded to be Outstanding or unpaid. Any surplus amounts not required to accomplish such defeasance shall be returned to the City.

Section 7.12. Legal Holidays. In any case where the date of maturity of interest on or principal of the Series 2016B Bonds or the date fixed for redemption of any Series 2016B Bonds shall be in the City a legal holiday or a day on which the Paying Agent/Registrar for the Series 2016B Bonds is authorized by law to close, then payment of interest or principal need not be made on such date but may be made on the next succeeding day not in the City a legal holiday or a day on which such Paying Agent Registrar is authorized by law to close with the same force and effect as if made on the date of maturity or the date fixed for redemption and no interest shall accrue for the period from the date of maturity or redemption to the date of actual payment.

Section 7.13. Unavailability of Authorized Publication. If, because of the temporary or permanent suspension of any newspaper, journal or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Ordinance shall be given in such other manner and at such time or times as in the judgment of the City or of the Paying Agent/Registrar (or paying agent) for the Series 2016B Bonds shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Ordinance be deemed to be in compliance with the requirements for publication thereof.

Section 7.14. No Recourse Against City Officials. No recourse shall be had for the payment of principal of or interest on any Series 2016B Bonds or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Series 2016B Bonds.

Section 7.15. Amendment to Ordinance. The City may, with the consent of Owners holding a majority in aggregate principal amount of the Bonds then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Owners of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3)

reduce the aggregate principal amount of Bonds required to be held by Owners for consent to any such amendment, addition, or rescission.

## **ARTICLE VIII CONCERNING THE PAYING AGENT/REGISTRAR**

Section 8.1. Acceptance. Wells Fargo Bank, N.A., Minneapolis, Minnesota, is hereby appointed as the initial Paying Agent/Registrar for the Series 2016B Bonds. Such initial Paying Agent/Registrar and any successor Paying Agent/Registrar, by undertaking the performance of the duties of the Paying Agent/Registrar hereunder, and in consideration of the payment of fees and/or deposits of money pursuant to this Ordinance, shall be deemed to accept and agree to abide by the terms of this Ordinance. The registration of and payment of the principal of, premium, if any, and interest on the Series 2016B Bonds when due shall be effectuated pursuant to the terms of a Paying Agent/Registrar Agreement to be entered into by and between the City and the Paying Agent/Registrar, which shall be substantially in the form attached hereto as Exhibit B, the terms and provisions of which are hereby approved, and the Mayor and/or the Mayor Pro Tem are hereby authorized to execute and deliver such Paying Agent/Registrar Agreement on behalf of the City in multiple counterparts and the City Secretary is hereby authorized to attest and affix the City's seal thereto.

Section 8.2. Fiduciary Account. All money transferred to the Paying Agent/Registrar under this Ordinance (except sums representing Paying Agent/Registrar's fees) shall be held in a fiduciary account for the benefit of the City, shall be the property of the City, and shall be disbursed in accordance with this Ordinance.

Section 8.3. Bonds Presented. Subject to the provisions of Section 8.4, all matured Series 2016B Bonds properly and timely presented to the Paying Agent/Registrar for payment shall be paid without the necessity of further instructions from the City. Such Series 2016B Bonds shall be canceled as provided herein.

Section 8.4. Series 2016B Bonds Not Timely Presented. The Paying Agent/Registrar shall remit to the City, upon receipt of the certificate provided for herein, a sum equal to the aggregate face amount of all Series 2016B Bonds which have not been presented for payment prior to the date specified in such certificate. Such certificate shall:

- (a) Specify the Series 2016B Bonds or portions thereof to which it applies and the amount of each;
- (b) Specify the date on which the City believes itself to be no longer obligated to pay such Series 2016B Bonds or portions thereof by virtue of the expiration of the applicable statute of limitations under the laws of the State of Texas; and
- (c) Be signed by the Mayor and attested by the City Secretary.

Funds held by the Paying Agent/Registrar that represent principal of and interest on the Series 2016B Bonds remaining unclaimed by any Registered Owner after the expiration of three years from the date such funds have become due and payable (a) shall be reported and disposed of by the Paying Agent/Registrar in accordance with the provisions of Title 6 of the Texas

Property Code, as amended, to the extent such provisions are applicable to such funds, or (b) to the extent such provisions do not apply to the funds, such funds shall be paid by the Paying Agent/Registrar to the City upon receipt by the Paying Agent/Registrar of a written request therefor from the City.

The Paying Agent/Registrar shall have no liability to the Owners of the Series 2016B Bonds by virtue of actions taken in compliance with this Section.

Section 8.5. Paying Agent/Registrar May Own Series 2016B Bonds. The Paying Agent/Registrar in its individual or any other capacity, may become the Owner or pledgee of Series 2016B Bonds with the same rights it would have if it were not the Paying Agent/Registrar.

Section 8.6. Successor Paying Agents/Registrars. The City covenants that at all times while any Series 2016B Bonds are Outstanding it will provide a legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar for the Series 2016B Bonds. If the Paying Agent/Registrar or its successor for any reason no longer acts as Paying Agent/Registrar hereunder, the City covenants that it will appoint a bank in the same city as the Paying Agent/Registrar initially appointed to perform the duties of Paying Agent/Registrar hereunder. Any successor Paying Agent/Registrar shall be either a national or state banking institution, and a corporation organized and doing business under the laws of the United States of America or any state, which is authorized under such laws to exercise trust powers and is subject to supervision or examination by federal or state authority.

The City reserves the right to change the Paying Agent/Registrar for the Series 2016B Bonds on not less than sixty (60) days written notice to the Paying Agent/Registrar, as long as any such notice is effective not less than sixty (60) days prior to the next succeeding principal or interest payment date on the Series 2016B Bonds. Promptly upon the appointment of any successor Paying Agent/Registrar, the previous Paying Agent/Registrar shall deliver the Register or a copy thereof to the new Paying Agent/Registrar and the new Paying Agent/Registrar shall notify each Registered Owner, by first-class mail, postage prepaid, of such change and of the address of the new Paying Agent/Registrar. Each Paying Agent/Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Ordinance.

## **ARTICLE IX TAX EXEMPTION**

### Section 9.1. Covenants to Maintain Tax Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

“Code” means the Internal Revenue Code of 1986, as amended by all legislation, if any, enacted on or before the Issue Date.

“Computation Date” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Gross Proceeds” has the meaning stated in Section 1.148-1(b) of the

Regulations.

“Investment” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Issue Date” for each series or sub-series of the Series 2016B Bonds or other obligations of the City is the respective date on which such series or sub-series of the Series 2016B Bonds or other obligations of the City is delivered against payment therefor.

“Net Sale Proceeds” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Nonpurpose Investment” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Proceeds” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Rebate Amount” has the meaning stated in Section 1.148-3 of the Regulations.

“Regulations” means the temporary or final Income Tax Regulations applicable to the Bonds issued pursuant to Sections 141 through 150 of the Code. Any reference to a section of the Regulations shall also refer to any successor provision to such section hereafter promulgated by the Internal Revenue Service pursuant to Sections 141 through 150 of the Code and applicable to the Series 2016B Bonds.

“Yield of”

any Investment shall be computed in accordance with Section 1.148-5 of the Regulations, and

the Series 2016B Bonds shall be computed in accordance with Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which, if made or omitted, respectively, would cause the interest on such Series 2016B Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City shall have received a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Series 2016B Bond, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the regulations and rulings thereunder, the City shall, at all times after the Issue Date of any Series 2016B Bond and prior to the last stated maturity of the Series 2016B Bonds

- (1) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed directly or indirectly with Gross Proceeds of such Series 2016B Bond and not use or permit the use of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity other than a state or local government, unless such use is solely as a member of the general public, or
- (2) not directly or indirectly impose or accept any charge or other payment for use of Gross Proceeds of such Series 2016B Bond or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with such Gross Proceeds other than taxes of general application and interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the regulations and rulings thereunder, the City shall not use Gross Proceeds of such Series 2016B Bond to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, Gross Proceeds are considered to be “loaned” to a person or entity if (1) property acquired, constructed or improved with Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes, (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement, or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or such property are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the final stated maturity or final payment of such Series 2016B Bond, directly or indirectly invest Gross Proceeds of such Series 2016B Bond in any Investment (or use such Gross Proceeds to replace money so invested), if as a result of such investment the Yield of all Investments allocated to such Gross Proceeds whether then held or previously disposed of, exceeds the Yield on the Series 2016B Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Series 2016B Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the regulations and rulings thereunder.

(g) Information Report. The City shall timely file with the Secretary of the Treasury the information required by Section 149(e) of the Code with respect to each converted series of the Series 2016B Bonds on such forms and in such place as such Secretary may prescribe.

(h) Payment of Rebate Amount. Except to the extent otherwise provided in Section 148(f) of the Code and the regulations and rulings thereunder, the City shall:

- (1) account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other

funds (and receipts, expenditures and investments thereof) and shall retain all records of such accounting for at least six years after the final Computation Date. The City may, however, to the extent permitted by law, commingle Gross Proceeds of the Series 2016B Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of such Gross Proceeds and the obligations acquired therewith,

- (2) calculate the Rebate Amount with respect to such Series 2016B Bond not less frequently than each Computation Date, in accordance with rules set forth in Section 148(f) of the Code, Section 1.148-3 of the Regulations, and the rulings thereunder. The City shall maintain a copy of such calculations for at least six years after the final Computation Date,
- (3) as additional consideration for the purchase of the Series 2016B Bonds by the initial purchasers thereof and the loan of the money represented thereby, and in order to induce such purchase by measures designed to ensure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, pay to the United States the amount described in paragraph (2) above at the times, in the installments, to the place, in the manner and accompanied by such forms or other information as is or may be required by Section 148(f) of the Code and the regulations and rulings thereunder, and
- (4) exercise reasonable diligence to assure that no errors are made in the calculations required by paragraph (2) and, if such error is made, to discover and promptly to correct such error within a reasonable amount of time thereafter, including payment to the United States of any interest and any penalty required by the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the regulations and rulings thereunder, the City shall not, at any time after the Issue Date of the Series 2016B Bonds and prior to the earlier of the final stated maturity or final payment of the Series 2016B Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Series 2016B Bonds, not been relevant to either party.

## **ARTICLE X CONTINUING DISCLOSURE UNDERTAKING**

Section 10.1. Annual Reports. The City shall provide annually to the Municipal Securities Rulemaking Board (the "MSRB"), in an electronic format as prescribed by the MSRB, within six months after the end of each fiscal year, financial information and operating data with respect to the City of the general type described in Exhibit E hereto. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in Exhibit E hereto and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not so provided, then the City shall provide unaudited financial statements for the

applicable fiscal year by the required time, and audited financial statements when and if audited financial statements become available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to documents (i) available to the public on the MSRB's internet web site or (ii) filed with the SEC.

Section 10.2. Event Notices. The City shall notify the MSRB in a electronic format prescribed by the MSRB, in a timely manner (not in excess of ten (10) days after the occurrence of the event), of any of the following events with respect to the Series 2016B Bonds:

- (a) Principal and interest payment delinquencies;
- (b) Non-payment related defaults, if material;
- (c) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (d) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (e) Substitution of credit or liquidity providers, or their failure to perform;
- (f) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2016B Bonds, or other material events affecting the tax status of the Series 2016B Bonds;
- (g) Modifications to rights of holders of the Series 2016B Bonds, if material;
- (h) Bond calls, if material, and tender offers;
- (i) Defeasances;
- (j) Release, substitution, or sale of property securing repayment of the Series 2016B Bonds, if material;
- (k) Rating changes;
- (l) Bankruptcy, insolvency, receivership or similar event of the City;
- (m) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City other than in the ordinary course of business, the entry into a definitive agreement to

undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

- (n) Appointment of a successor or additional Paying Agent/Registrar or the change of name of Paying Agent/Registrar, if material.

For the purposes of the event identified in clause (l), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

The City shall notify the MSRB in an electronic format prescribed by the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 10.1 of this Ordinance by the time required by such Section.

Section 10.3. Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an “obligated person” with respect to the Series 2016B Bonds within the meaning of the Rule, except that the City in any event will give the notice required by Section 10.2 of any Series 2016B Bond calls and defeasance that cause the City to be no longer such an “obligated person.”

The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Series 2016B Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Series 2016B Bonds at any future date.

**UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY SERIES 2016B BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT**

OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Article shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Article is intended or shall act to disclaim, waive or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status or type of operations of the City, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Series 2016B Bonds in the primary offering of the Series 2016B Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Series 2016B Bonds consent to such amendment or (b) a person or entity that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Series 2016B Bonds. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 10.1 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this Article if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the City also may amend the provisions of this Article in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Series 2016B Bonds in the primary offering of the Series 2016B Bonds.

Section 10.4. Definitions. As used in this Article, the following terms have the meanings ascribed to such terms below:

“*MSRB*” means the Municipal Securities Rulemaking Board.

“*Rule*” means SEC Rule 15c2-12, as amended from time to time.

“*SEC*” means the United States Securities and Exchange Commission.

## **ARTICLE XI SALE AND DELIVERY OF BONDS; DEPOSIT OF PROCEEDS**

Section 11.1. Sale of Series 2016B Bonds. The sale of the Series 2016B Bonds to the Purchaser at a price of par, which price and terms are hereby found and determined to be the most advantageous reasonably obtainable by the City. The Mayor, Mayor Pro-Tem and all other

officials, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to provide for the issuance and delivery of the Bonds.

Section 11.2. Approval, Registration and Delivery. The Mayor and the City Secretary are hereby authorized to have control and custody of the Series 2016B Bonds and all necessary records and proceedings pertaining thereto pending their delivery, and the Mayor of the City, the City Secretary of the City, the City Manager of the City and other officers and employees of the City are hereby authorized, directed and instructed to make such certifications and to execute such instruments (including by printed facsimile signature, the Series 2016B Bonds) as may be necessary to accomplish the delivery of the Series 2016B Bonds and to assure the investigation, examination, and approval thereof by the Attorney General of Texas and the registration of the initial Series 2016B Bonds by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Series 2016B Bonds, the Comptroller of Public Accounts of the State of Texas (or a deputy designated in writing to act for him) shall be requested to sign manually the registration certificate prescribed herein to be attached or affixed to each Series 2016B Bond initially delivered and the seal of the Comptroller of Public Accounts of the State of Texas shall be impressed or printed or lithographed thereon. Delivery of the Series 2016B Bonds is subject to the unqualified approving opinion as to the legality of the Series 2016B Bonds of the Attorney General of Texas and of Andrews Kurth LLP, Houston, Texas, Bond Counsel.

Section 11.3. Offering Documents. The City Council hereby approves the form and content of the Private Placement Memorandum prepared in connection with the sale of the Series 2016B Bonds and presented to the City Council with this Ordinance and attached hereto as Exhibit D, and authorizes the distribution and delivery of the Private Placement Memorandum to the TWDB, as the purchaser of the Series 2016B Bonds.

Section 11.4. Application of Proceeds of Series 2016B Bonds. Immediately following the delivery of the Series 2016B Bonds and prior to the deposit of the proceeds from the sale of such Series 2016B Bonds in the Construction Fund established pursuant to Section 12.6 of this Ordinance, such proceeds (less any amounts used to pay costs of issuance) shall be held in trust and in escrow pursuant to the written escrow agreement described below pending written authorization to release said proceeds.

A "Special Escrow Deposit Agreement" by and between the City and Wells Fargo Bank, N.A. attached hereto as Exhibit C and incorporated herein by reference as a part of this Ordinance for all purposes, is hereby approved as to form and content, and the Mayor and the City Secretary of the City are hereby authorized and directed to execute such agreement in substantially the same form and content herein approved.

Section 11.5. Related Matters. In order that the City shall satisfy in a timely manner all of its obligations under this Ordinance, the Mayor, the City Manager, the City Secretary, the Director of Finance and all other appropriate officers, agents, representatives and employees of the City are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the issuance and delivery of the Series 2016B Bonds, including, without limitation, executing and delivering on behalf of the City all certificates, consents, receipts, requests, notices, and other documents as may be reasonably necessary to satisfy the City's

obligations under this Ordinance and to direct the transfer and application of funds of the City consistent with the provisions of this Ordinance.

Section 11.6. Control and Delivery of Series 2016B Bonds.

(a) The City Manager of the City is hereby authorized to have control of the Series 2016B Bonds and all necessary records and proceedings pertaining hereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State and registration with initial exchange or transfer by, the Paying Agent/Registrar.

(b) The Initial Series 2016B Bond(s) shall be the Series 2016B Bonds submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Purchaser. After registration by the Comptroller of Public Accounts, delivery of the Series 2016B Bonds shall be made to the Purchaser under and subject to the general supervision and direction of the Mayor, against receipt by the City of all amounts due to the City under the terms of sale.

(c) The Mayor, the City Manager, the Director of Finance of the City, and all other officers, employees, and agents of the City, and each of them, shall be and they are expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the City all such agreements, certificates, and instruments, whether herein mentioned, as may be necessary or desirable to carry out the terms and provisions of this Ordinance, the bonds, the sale and delivery of the Series 2016B Bonds, the DTC Blanket Letter of Representations and the Official Statement. The City Council hereby authorizes the payment of the fee of the Office of the Attorney General of the State of Texas for the examination of the proceedings relating to the issuance of the Series 2016B Bonds, in the amount determined in accordance with the provisions of Section 1202.004, Texas Government Code.

**ARTICLE XII  
SPECIAL PROVISIONS RELATING TO  
THE TEXAS WATER DEVELOPMENT BOARD**

Section 12.1. Compliance with the Texas Water Development Board's Rules and Regulations. The City will comply with all of the requirements contained in the resolution or resolutions adopted by the TWDB with respect to the issuance of the Series 2016B Bonds and in the TWDB's rules, regulations and relevant statutes.

Section 12.2. Construction Fund; Timely Use of Proceeds. The proceeds of the Series 2016B Bonds shall be applied to establish at an official depository of the City a construction fund (the "Construction Fund"), which shall be kept separate from all other accounts and funds of the City. Monies on deposit in the Construction Fund shall be applied in accordance with the applicable requirements of the Texas Water Code and the rules and regulations of the TWDB. All funds deposited to the credit of the Construction Fund will be used in a timely and

expeditious manner, as required by federal statute and EPA regulations, and the City will adhere to the project schedule approved by the Executive Administrator.

Section 12.3. Records; Final Accounting. The City will keep and maintain full and complete records and accounts pertaining to the construction of the projects financed with the proceeds of sale of the Series 2016B Bonds, including the Construction Fund, in accordance with the standards set forth by the Government Accounting Standard Board. Within 60 days of completion, the City will submit to the TWDB a final accounting of the total costs of the projects financed with the Series 2016B Bonds.

Section 12.4. Annual Audit. So long as any Series 2016B Bonds are held by the TWDB, the City will annually submit to the TWDB's Executive Administrator, within 180 days of the end of the City's fiscal year, a copy of its annual audited financial statements prepared in accordance with generally acceptable auditing standards by a certified public accountant.

Section 12.5. Investment of Proceeds. Proceeds from the sale of the Series 2016B Bonds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257.

Section 12.6. Surplus Proceeds. Any proceeds of the Series 2016B Bonds determined to be surplus funds remaining after completion of one or more of the projects described in Section 3.1 hereof shall be used for the following purposes as approved by the Executive Administrator of the TWDB: (1) to redeem, in inverse annual order, the Series 2016B Bonds owned by the TWDB, (2) deposit into the Interest and Sinking Fund for the payment of interest or principal on the Series 2016B Bonds owned by the TWDB, or (3) eligible project costs as authorized by the Executive Administrator.

Section 12.7. Insurance. The City will maintain insurance on the projects financed with the proceeds of the Series 2016B Bonds in amounts adequate to protect the TWDB's interest.

Section 12.8. Water Conservation Program. The City has implemented or will implement an approved water conservation program required by the TWDB for so long as the Series 2016B Bonds are outstanding.

Section 12.9. TWDB Remedies. The TWDB may exercise all remedies available to it in law or equity, and any provision of the Series 2016B Bonds that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect.

Section 12.10. Environmental Determination. The City will comply with any special conditions specified by the TWDB's environmental determination until all financial obligations to the TWDB have been discharged.

Section 12.11. Environmental Indemnification. The City shall indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated

media that may be generated by the City, its contractors, consultants, agents, officials and employees as a result of activities relating to the project, to the extent permitted by law.

Section 12.12. Compliance with Davis-Bacon. All laborers and mechanics employed by contractors and subcontractors for projects be paid wages at rates not less than those prevailing on projects of a similar character in the City in accordance with the Davis-Bacon Act, and the U.S. Department of Labor's implementing regulations and all project contracts shall mandate compliance with the Davis-Bacon Act. All contracts and subcontracts for the construction of the project carried out in whole or in part with proceeds of the Series 2016B Bonds shall insert in full in any contract in excess of \$2,000 the contracts clauses as provided by the TWDB.

Section 12.13. Federal Funding Accountability and Transparency Act. The City shall provide the TWDB with all information required to be reported in accordance with the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282. The City shall obtain a Data Universal Numbering System Number and shall register with the System for Award Management, and maintain such registration while the Series 2016B Bonds are outstanding.

Section 12.14. American Iron and Steel Requirement. The City will abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by the 2014 Federal Appropriations Act and related State Revolving Fund Policy Guidelines.

Section 12.15. Additional Covenants Related to Tax-Exempt Status.

(a) The City will not use any portion of the proceeds of the Series 2016B Bonds in a manner that would cause the Series 2016B Bonds to become "private activity bonds" within the meaning of Section 141 of the Code, and the Regulations.

(b) No portion of the proceeds of the Series 2016B Bonds will be used, directly or indirectly, in a manner that would cause the Series 2016B Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code and Regulations, including to acquire or to replace funds which were used, directly or indirectly to acquire Nonpurpose Investments (as defined in the Code and Regulations) which produce a yield materially higher than the yield on the TWDB's bonds that are issued to provide financing for the Series 2016B Bonds (the "Source Series Bonds"), other than Nonpurpose Investments acquired with:

(1) proceeds of the TWDB's Source Series Bonds invested for a reasonable temporary period of up to three (3) years after the issue date of the Source Series Bonds until such proceeds are needed for the facilities to be financed;

(2) amounts invested in a bona fide debt service fund, within the meaning of Section 1.148-1(b) of the Regulations; and

(3) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed the least of the maximum annual debt service on the Series 2016B Bonds, 125% of the average

annual debt service on the Series 2016B Bonds, or 10% of the stated principal amount (or, in the case of a discount, the issue price) of the Series 2016B Bonds.

(c) Neither the City nor a related party thereto will acquire any of the TWDB's Source Series Bonds in an amount related to the amount of the Series 2016B Bonds.

### **ARTICLE XIII MISCELLANEOUS**

Section 13.1. Related Matters. In order that the City shall satisfy, in a timely manner, all of its obligations under the Ordinance, the Mayor, the City Secretary and other appropriate officers and agents of the City are hereby authorized and directed to take all other actions that are reasonably necessary to provide for issuance and delivery of the Series 2016B Bonds, including executing by manual or facsimile signature and delivering on behalf of the City all certificates, consents, receipts, requests, notices, investment agreements and other documents as may be reasonably necessary to satisfy the City's obligations under the Ordinance and to direct the transfer and application of funds of the City consistent with the provisions of such Ordinance. If requested by the Attorney General of Texas or his representatives, the Mayor may authorize such ministerial changes in the written text of this Ordinance as are necessary to obtain the Attorney General's approval and as he determines are consistent with the intent and purposes of this Ordinance, which determination shall be final.

Section 13.2. Severability. If any Section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 13.3. Open Meeting. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 13.4. Governing Law. This Ordinance shall be construed in accordance with and governed by the laws of the State of Texas.

Section 13.5. Repealer. All ordinances, or parts thereof inconsistent herewith, are hereby repealed to the extent of such inconsistency.

Section 13.6. Emergency. It is hereby officially found and determined that this Ordinance relates to an immediate public emergency affecting life, health, property and public peace, and that such emergency exists, the specific emergency being that the proceeds from the sale of the Series 2016B Bonds are required as soon as possible for necessary and urgently

needed improvements, and that this Ordinance be passed and approved on the date of its introduction.

Section 13.7. Effective Date. This Ordinance shall be in force and effect from and after its passage on the date shown below.

PASSED AND APPROVED ON FIRST AND ONLY READING on the \_\_\_\_ day of \_\_\_\_\_, A.D., 2016.

---

TOM REID  
MAYOR

ATTEST:

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YOUNG LORFING, TRMC  
CITY SECRETARY

APPROVED AS TO FORM:

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DARRIN M. COKER  
CITY ATTORNEY

Exhibit A	Form of Bond
Exhibit B	Paying Agent/Registrar Agreement
Exhibit C	Special Escrow Deposit Agreement
Exhibit D	Private Placement Memorandum
Exhibit E	Description of Annual Financial Information

**EXHIBIT A**

**FORM OF BOND**

United States of America  
State of Texas

NUMBER  
<sup>1</sup>R-  
REGISTERED

DENOMINATION  
\$ \_\_\_\_\_  
REGISTERED

CITY OF PEARLAND, TEXAS  
WATER AND SEWER SYSTEM REVENUE BONDS  
SERIES 2016B

<sup>2</sup>INTEREST RATE: \_\_\_\_\_%      DATED DATE: July 28, 2016      <sup>2</sup>MATURITY DATE: September 1, \_\_\_\_\_      <sup>2</sup>CUSIP:

REGISTERED OWNER: \_\_\_\_\_

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

<sup>3</sup>THE CITY OF PEARLAND, TEXAS (the “City”), a municipal corporation duly incorporated under the laws of the State of Texas, for value received hereby promises to pay, but solely from certain Net Revenues as hereinafter provided, to the Registered Owner identified above or registered assigns, on the Maturity Date specified above, upon presentation and surrender of this Bond at the designated payment office of Wells Fargo Bank, N.A. in Minneapolis, Minnesota, Texas (the “Paying Agent/Registrar”), the principal amount identified above, in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due the United States of America, and to pay, solely from such Net Revenues, interest thereon at the rate described below, calculated on the basis of a 360-day year, composed of twelve 30-day months, from the later of the date of

<sup>1</sup> Initial Bond shall be numbered T-1.

<sup>2</sup> Omitted from Initial Bond.

<sup>3</sup> The first sentence of the Initial Bond shall read as follows:

“THE CITY OF PEARLAND, TEXAS (the “City”), a municipal corporation duly incorporated under the laws of the State of Texas, for value received hereby promises to pay, but solely from certain Net Revenues as hereinafter provided, to the Registered Owner identified above or registered assigns, on the Maturity Date specified below, upon presentation and surrender of this Series 2016A Bond at the designated payment office of Wells Fargo Bank, N.A. in Minneapolis, Minnesota (the “Paying Agent/Registrar”), the principal amount set forth in the following schedule: [Insert information regarding years of maturity, principal amounts and interest rates from Section 3.3,] in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due the United States of America, and to pay, solely from such Net Revenues, interest thereon at the rate described above, calculated on the basis of a 360-day year, composed of twelve 30-day months, from the later of the Dated Date identified above or the most recent interest payment date to which interest has been paid or duly provided for.”

delivery of the Bonds or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Bond is payable by check sent by United States mail, first class, postage prepaid, payable on March 1 and September 1, beginning on March 1, 2017 mailed to the Registered Owner as shown on the books of registration kept by the Paying Agent/Registrar as of the fifteenth calendar day of the month next preceding each interest payment date. Any accrued interest payable at maturity or earlier redemption shall be paid upon presentation and surrender of this Bond at the principal corporate trust office of the Paying Agent/Registrar. Notwithstanding the above, so long as the Texas Water Development Board ("TWDB") is the Registered Owner, all payments of principal and interest will be made by wire transfer at no cost to the TWDB.

THIS BOND IS ONE OF A DULY AUTHORIZED SERIES OF BONDS (herein, the "Series 2016B Bonds") aggregating \$11,100,000, issued for the purpose of constructing certain repairs, improvements, additions and extensions to the City's waterworks and sanitary sewer system and payment of costs of issuance of the Bonds, all under and pursuant to Chapter 1502, Texas Government Code, as amended, and an ordinance adopted by the City on April 11, 2016 (the "Ordinance"), and other applicable law. Capitalized terms used herein without definition are defined in the Ordinance.

THIS SERIES 2016B BONDS are special obligations of the City that are payable from and are equally and ratably secured by a first lien on and pledge of the Net Revenues collected and received by the City from the operation and ownership of the City's water and sewer system as defined and provided in the Ordinance, which Net Revenues are required to be set aside and pledged to the payment of the Outstanding Bonds, as described in the Ordinance, the Series 2016B Bonds, and all Additional Bonds issued on a parity therewith, in the Interest and Sinking Fund and the Reserve Fund maintained for the payment of all such Bonds, all as more fully described and provided for in the Ordinance.

THE SERIES 2016B BONDS ARE PAYABLE SOLELY FROM SUCH NET REVENUES AND NEITHER THE STATE, NOR ANY POLITICAL SUBDIVISION OR AGENCY OF THE STATE, SHALL BE OBLIGATED TO PAY THE SAME OR THE INTEREST THEREON AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE, THE CITY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR THE INTEREST ON THE SERIES 2016B BONDS. THE OWNER HEREOF SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT OF THIS BOND OUT OF ANY FUNDS RAISED OR TO BE RAISED BY AD VALOREM TAXATION.

REFERENCE IS HEREBY MADE TO THE ORDINANCE, a copy of which is on file in the office of the Paying Agent/Registrar, and to all of the provisions of which the Registered Owner of this bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for the Series 2016B Bonds; the priority for the application and use of the income and revenues of the System; the Net Revenues pledged to the payment of the principal of and interest on the Series 2016B Bonds; the nature and extent and manner of enforcement of the lien and pledge securing the payment of the Series 2016B Bonds; the terms and conditions for the issuance of additional revenue obligations, including Additional Bonds; the terms and conditions for amending the Ordinance; the terms and

conditions relating to the transfer or exchange of this bond; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the liens, pledges, charges and covenants made therein may be discharged at or prior to the maturity of this bond, and deemed to be no longer Outstanding thereunder; and for the other terms and provisions thereof. Capitalized terms used herein, unless otherwise defined, have the same meanings assigned in the Ordinance.

<sup>4</sup>THIS Bond shall not be valid or obligatory for any purpose or be entitled to any benefit under the Ordinance unless this Bond is authenticated by the Paying Agent/Registrar by due execution of the authentication certificate endorsed hereon.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the designated payment office of the Paying Agent/Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or his authorized representative, subject to the terms and conditions of the Ordinance.

THIS BOND IS EXCHANGEABLE at the corporate trust office of the Paying Agent/Registrar for bonds in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Ordinance.

THE PAYING AGENT/REGISTRAR IS NOT REQUIRED to accept for transfer or exchange any Series 2016B Bond called for redemption in whole or in part during the 45 day period immediately prior to the date fixed for redemption.

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Ordinance.

THE CITY has covenanted in the Ordinance that it will at all times provide a legally qualified Paying Agent/Registrar for the Series 2016B Bonds and will cause notice of any change of Paying Agent/Registrar to be mailed to each Registered Owner.

THE CITY HAS RESERVED THE RIGHT TO ISSUE ADDITIONAL PARITY BONDS, subject to the restrictions contained in the Ordinance, which may be equally and ratably payable from, and secured by a first lien on and pledge of, the Net Revenues in the same manner and to the same extent as the Outstanding Bonds, which includes this Bond and the series of which it is a part.

IT IS HEREBY DECLARED AND REPRESENTED that this Bond has been duly and validly issued and delivered; that all acts, conditions, and things required or proper to be performed, to exist, and to be done precedent to or in the issuance and delivery of this Bond have been performed, have existed, and have been done in accordance with law; that the Series 2016B Bonds do not exceed any statutory limitation; and that provision has been made for the payment

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<sup>4</sup> In the Initial Bond, this paragraph shall read as follows: "THIS SERIES 2016A BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Ordinance unless this Bond is registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto."

of the principal of and interest on this Series 2016B Bond and all of the Series 2016B Bonds by the creation of the aforesaid lien on and pledge of the Net Revenues.

IN WITNESS WHEREOF, the City has caused its corporate seal to be impressed or placed in facsimile hereon and has caused this Bond to be executed by the Mayor and countersigned by the City Secretary by manual, lithographed, or printed facsimile signatures.

CITY OF PEARLAND, TEXAS

\_\_\_\_\_  
Mayor

(SEAL)

COUNTERSIGNED

\_\_\_\_\_  
City Secretary

\* \* \* \* \*

**[FORM OF COMPTROLLER’S REGISTRATION CERTIFICATE]**

The following form of Comptroller’s Registration Certificate shall be attached or affixed to each of the Series 2016B Bonds initially delivered.

THE STATE OF TEXAS

REGISTER NO. \_\_\_\_\_

OFFICE OF THE COMPTROLLER  
OF PUBLIC ACCOUNTS

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this bond and the proceedings for the issuance hereof have been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas and that it is a valid and binding special obligation of the City of Pearland, Texas, payable from the revenues and other funds pledged to its payment by and in the proceedings authorizing the same, and I do further certify that this bond has this day been registered by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this \_\_\_\_\_  
\_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

[SEAL]

\* \* \* \* \*



**[FORM OF AUTHENTICATION CERTIFICATE]**

The following form of Authentication Certificate shall appear on each of the Series 2016B Bonds.

**AUTHENTICATION CERTIFICATE**

This bond is one of the Series 2016B Bonds described in and delivered pursuant to the within-mentioned Ordinance; and, except for the Series 2016B Bonds initially delivered, this bond has been issued in conversion of and exchange for or replacement of a bond, bonds or a portion of a bond or bonds of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

WELLS FARGO BANK, N.A., Minneapolis,  
Minnesota

By: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_  
Date of Authentication: \_\_\_\_\_

\* \* \* \* \*

**[FORM OF ASSIGNMENT]**

The following form of assignment shall appear on each of the Series 2016B Bonds.

**ASSIGNMENT**

For value received, the undersigned hereby sells, assigns, and transfers unto

\_\_\_\_\_.

\_\_\_\_\_  
*(Social Security or Other Identifying Number)*

\_\_\_\_\_  
*(Print or type name, address, and zip code of transferee)*

the within bond and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer said bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_

\_\_\_\_\_

Registered Owner

NOTICE: The signature must be guaranteed by a commercial bank or a member firm of a national securities exchange. Notarized or witnessed signatures are not acceptable.

NOTICE: The signature on this assignment must correspond with the name of the Registered Owner as it appears on the face of the within bond in every particular, without alteration or enlargement or any change whatever.

\* \* \* \*

**EXHIBIT B**

**PAYING AGENT/REGISTRAR AGREEMENT**

See Tab \_

**EXHIBIT C**

**SPECIAL ESCROW DEPOSIT AGREEMENT**

See Tab \_

**EXHIBIT D**

**PRIVATE PLACEMENT MEMORANDUM**

See Tab \_

## **EXHIBIT E**

### **DESCRIPTION OF ANNUAL FINANCIAL INFORMATION**

The following information is referred to in Article X of this Ordinance:

#### **Annual Financial Statements and Operating Data**

The financial information and operating data with respect to the City to be provided annually in accordance with such Article are as specified below:

1. The financial statements of the City for the most recently concluded fiscal year and financial information and operating data for the Authority that conforms substantially to such information and data set out in the Official Statement for the City's Water and Sewer System Revenue Bonds, Series 2016A under the headings "CITY REVENUE DEBT," and "THE SYSTEM."

#### **Accounting Principles**

The accounting principles referred to in Article X are the accounting principles described in the notes to the financial statements referred to in paragraph 1 above.

**PRIVATE PLACEMENT MEMORANDUM DATED JUNE 20, 2016**

**NEW ISSUE BOOK-ENTRY-ONLY**

*On the date of initial delivery of the Bonds (defined below), Issuer Bond Counsel (defined on page 2) will render its opinion substantially in the form attached in APPENDIX C - FORM OF OPINION OF BOND COUNSEL.*

**\$11,100,000**

**CITY OF PEARLAND, TEXAS**

(A political subdivision of the State of Texas located within Brazoria, Fort Bend and Harris Counties)

**WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2016B**

**Dated:** July 1, 2016

**Due:** September 1

**Interest Accrual Date:** July 28, 2016

- Interest Date:** Interest on the Bonds will accrue from July 28, 2016 (the "Delivery Date") and is payable on March 1 and September 1 each year, commencing March 1, 2017 (each an "Interest Payment Date"). The Bonds will bear interest at the rates per annum set forth in "APPENDIX A - MATURITY SCHEDULE."
- Record Date:** The record date ("Record Date") for the interest payable on the Bonds on any interest payment date means the close of business on the 15th day of the month next preceding each interest payment date. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date (which shall be 15 days prior to the date fixed for payment of past due interest) and of the scheduled payment date of the past due interest shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Holder of a Bond appearing on the registration books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.
- Date Interest Accrues:** Each Bond shall bear interest from the Delivery Date thereof or the most recent Interest Payment Date to which interest has been paid or provided for at the rate set forth, such interest payable semiannually on March 1 and September 1 of each year until the earliest of maturity or prior redemption, commencing on March 1, or September 1, immediately following the Delivery Date.
- Redemption:** The Bonds are not subject to redemption prior to maturity as provided herein. See "THE BONDS - Redemption Provisions" herein.
- Authorized Denominations:** The Bonds are being issued as fully registered Bonds in denominations of **\$5,000**, or any integral multiple thereof.
- Paying Agent:** The paying agent ("Paying Agent") for the Bonds is Wells Fargo Bank, N.A., Minneapolis, Minnesota.
- Book-Entry-Only System** Upon initial issuance, the ownership of the Bonds will be registered in the registration books of the Issuer kept by the Paying Agent/Registrar, in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC") to which principal, redemption premium, if any, and interest payments on the Bonds will be made. The purchasers of the Bonds will not receive physical delivery of Bond certificates. Principal of, interest, and premium if any, on the Bonds will be payable at the designated office of the Paying Agent in Minneapolis, Minnesota as the same become due and payable.
- Issuer:** City of Pearland, Texas.
- Official Action:** Bond Ordinance dated July 11, 2016.
- Purpose:** See "APPENDIX B - OFFICIAL ACTION."

Security for the Bonds: See APPENDIX B - OFFICIAL ACTION.”  
Ratings: See “OTHER INFORMATION - Ratings”  
Delivery Date: July 28, 2016.

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**See “APPENDIX A - MATURITY SCHEDULE” for Principal Amounts, Maturities, Interest Rates,  
Prices or Yields, and Initial CUSIP Numbers**

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**City of Pearland, Texas**

**Mayor and City Council**

Council Members

Tom Reid  
Mayor

Tony Carbone  
Mayor Pro-Tem  
Council Member

Derrick Reed  
Council Member

Gary Moore  
Council Member

Keith Ordeneaux  
Council Member

Greg Hill  
Council Member

Andrews Kurth LLP, Bond Counsel

BOSC, Inc., Financial Advisor

Wells Fargo Bank, N.A., Paying Agent/Escrow Agent

CD Smith, Construction Manager

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**Private Placement Memorandum  
relating to**

**\$11,100,000**

**CITY OF PEARLAND, TEXAS**

(A political subdivision of the State of Texas located within Brazoria, Fort Bend and Harris Counties)

**WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2016B**

**INTRODUCTION**

This Private Placement Memorandum, including the cover page and appendices, contains brief descriptions of the Issuer, provides certain information with respect to the issuance by the Issuer, and summaries of certain provisions of the “Bonds” pursuant to the Official Action. Except as otherwise set forth herein, capitalized terms used but not defined in this Private Placement Memorandum have the meanings assigned to them in the Official Action. See “APPENDIX B – “FORM OF OFFICIAL ACTION” attached hereto.

APPENDIX A contains the maturity schedule for the Bonds. APPENDIX B contains the Official Action and a description of the purpose for the proceeds of the Bonds. APPENDIX C contains a copy of the proposed opinion of Bond Counsel with respect to the Bonds. The summaries of the documents contained in the forepart of this Private Placement Memorandum are not complete or definitive, and every statement made in this Private Placement Memorandum concerning any provision of any document is qualified by reference to such document in its entirety.

**THE BONDS**

**General Description**

The Bonds are being issued in the aggregate principal amount set forth in APPENDIX A of this Private Placement Memorandum and will mature and be subject to redemption prior to maturity as described therein. The Bonds are being issued as fully registered Bonds in denominations of **\$5,000**, or any integral multiple thereof. The Bonds will be dated as of the stated date of issue and will mature on the dates referenced thereon, and will bear interest at the rates per annum set forth in “APPENDIX A - MATURITY SCHEDULE.”

Interest on the Bonds is payable semiannually on each Interest Payment Date, and will be calculated on the basis of a 360-day year consisting of twelve 30-day months. Principal of and the redemption price with respect to the Bonds will be payable to the Owners upon presentation and surrender at the principal office of the Paying Agent.

**Purpose**

See “APPENDIX B - FORM OF OFFICIAL ACTION.”

**Authority for Issuance**

The Bonds issued pursuant to the Texas Constitution, the general laws of the State of Texas, particularly Chapters 1502, Texas Government Code, as amended, and the Official Action adopted by the Issuer.

**Security for the Bonds**

See “APPENDIX B - FORM OF OFFICIAL ACTION.”

**Redemption Provisions**

The Bonds are not subject to optional redemption prior to maturity.

## **Notice of Redemption; Selection of Bonds to Be Redeemed**

See “APPENDIX B - FORM OF OFFICIAL ACTION.”

The Paying Agent/Registrar, so long as a Book-Entry-Only System is used for the Bonds, will send any notice of redemption of the Bonds, notice of proposed amendment to the Order or other notices with respect to the Bonds only to DTC. Any failure by DTC to advise any DTC participant, or of any DTC participant or indirect participant to notify the beneficial owner, shall not affect the validity of the redemption of the Bonds called for redemption or any other action premised on any such notice. Redemption of portions of the Bonds by the Issuer will reduce the outstanding principal amount of such Bonds held by DTC.

## **Book-Entry-Only System**

*The information in this caption concerning The Depository Trust Company, New York, New York (“DTC”) and DTC’s book entry system has been obtained from DTC and the Issuer makes no representation or warranty nor takes any responsibility for the accuracy or completeness of such information.*

DTC will act as securities depository for the Obligations. The Obligations will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the Obligations and deposited with DTC. See APPENDIX B - “FORM OF OFFICIAL ACTION.”

DTC is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity, corporate and municipal debt issues, and money market instrument (from over 100 countries) that DTC’s participants (the “Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions, in deposited securities, through electronic computerized book entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearance Corporation, and Fixed Income Clearance Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has Standard & Poor’s highest rating: “AAA.” The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com) and [www.dtc.org](http://www.dtc.org).

## **TAX MATTERS**

### **Opinion**

Bond Counsel will deliver its opinion on the date of delivery of the Bonds substantially in the form as attached in “APPENDIX C - FORM OF OPINION OF BOND COUNSEL.”

## **OTHER INFORMATION**

### **Forward Looking Statements**

The statements contained in this Private Placement Memorandum, including the cover page, appendices, and any other information or documents provided by the Issuer, that are not purely historical, are forward-looking statements, including statements regarding the Issuer’s expectations, hopes, intentions, or strategies regarding the

future. Holders and beneficial owners of the Bonds have placed reliance on forward-looking statements. All forward looking statements included in this Private Placement Memorandum are based on information available to the Issuer on the date hereof. It is important to note that the Issuer's actual results could differ materially from those in such forward-looking statements.

### **Ratings**

The Bonds are rated "Aa3" by Moody's Investors Services, Inc. and "AA-" by Fitch Ratings. An explanation of the significance of such ratings may be obtained from the company furnishing the rating. The ratings reflect only the respective views of such organizations and the Issuer makes no representation as to the appropriateness of the ratings. There is no assurance that such ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely by any or all of such rating companies, if in the judgment of any or all companies, circumstances so warrant. Any such downward revision or withdrawal of such ratings, or either of them, may have an adverse effect on the market price of the Bonds.

## **LITIGATION**

### **General**

On the date of delivery of the Bonds to the initial purchasers thereof, the Issuer will execute and deliver a certificate to the effect that, except as disclosed herein, no litigation of any nature has been filed or is pending, as of that date, to restrain or enjoin the issuance or delivery of the Bonds or which would affect the provisions made for their payment or security or in any manner questioning the validity of the Bonds.

### **The Issuer**

There is no litigation, proceeding, inquiry, or investigation pending by or before any court or other governmental authority or entity (or, to the best knowledge of the Issuer, threatened) that adversely affects the power, authority or Bond of the Issuer to deliver the Bonds, the security for, or the validity of, the Bonds or the financial condition of the Issuer.

## **CONTINUING DISCLOSURE OF INFORMATION**

In the Official Action, the Issuer has made the following agreement for the benefit of the holders and beneficial owners of the Bonds. The Issuer is required to observe the agreement for so long as it remains obligated to advance funds to pay the Bonds. Under the agreement, the Issuer will be obligated to provide certain updated financial information and operating data, and timely notice of specified material events, to the Municipal Securities Rulemaking Board through the Electronic Municipal Market Access System. SEE APPENDIX B - "FORM OF OFFICIAL ACTION."

### **Compliance with Prior Undertakings**

During the last 5 years, the City has complied in all material respects with its prior continuing disclosure agreements made in accordance with Rule 15c2-12.

## **MISCELLANEOUS**

Any statements made in this Private Placement Memorandum involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Neither this Private Placement Memorandum nor any statement that may have been made verbally or in writing is to be construed as a contract with the owners of the Bonds.

The information contained above is neither guaranteed as to accuracy or completeness nor to be construed as a representation by the Issuer. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Private Placement Memorandum nor any sale made hereunder is to create, under any circumstances, any implication that there has been no change in the affairs of the Issuer or the Issuer from the date hereof.

The Private Placement Memorandum is submitted in connection with the sale of the securities referred to herein to the Texas Water Development Board on the Delivery Date and may not be reproduced or used, as a whole or in part, for any other purpose.

#### **ADDITIONAL INFORMATION**

The Private Placement Memorandum speaks only as of its date and the information contained herein is subject to change. Descriptions of the Bonds and the Official Action and any other agreements and documents contained herein constitute summaries of certain provisions thereof and do not purport to be complete. This Private Placement Memorandum was approved by the Issuer.

**APPENDIX A**  
**MATURITY SCHEDULE**

**\$11,100,000**  
**City of Pearland, Texas**  
**Water and Sewer System Revenue Bonds, Series 2016B**

<b>Maturity Date (9/1)</b>	<b>Principal Amount</b>	<b>Interest Rate</b>	<b>Initial Yield</b>	<b>CUSIP No. 704883</b>
2017	\$1,235,000	0.00%	0.00%	PL5
2018	1,230,000	0.00%	0.00%	PM3
2019	1,230,000	0.00%	0.00%	PN1
2020	1,235,000	0.00%	0.00%	PP6
2021	1,235,000	0.00%	0.00%	PQ4
2022	1,235,000	0.00%	0.00%	PR2
2023	1,235,000	0.09%	0.09%	PS0
2024	1,230,000	0.20%	0.20%	PT8
2025	1,235,000	0.32%	0.32%	PU5

**APPENDIX B**

**FORM OF OFFICIAL ACTION**

**[ATTACH COPY OF OFFICIAL ACTION]**

**APPENDIX C**

**FORM OF OPINION OF BOND COUNSEL**



# City of Pearland, Texas

## Final Pricing Results:

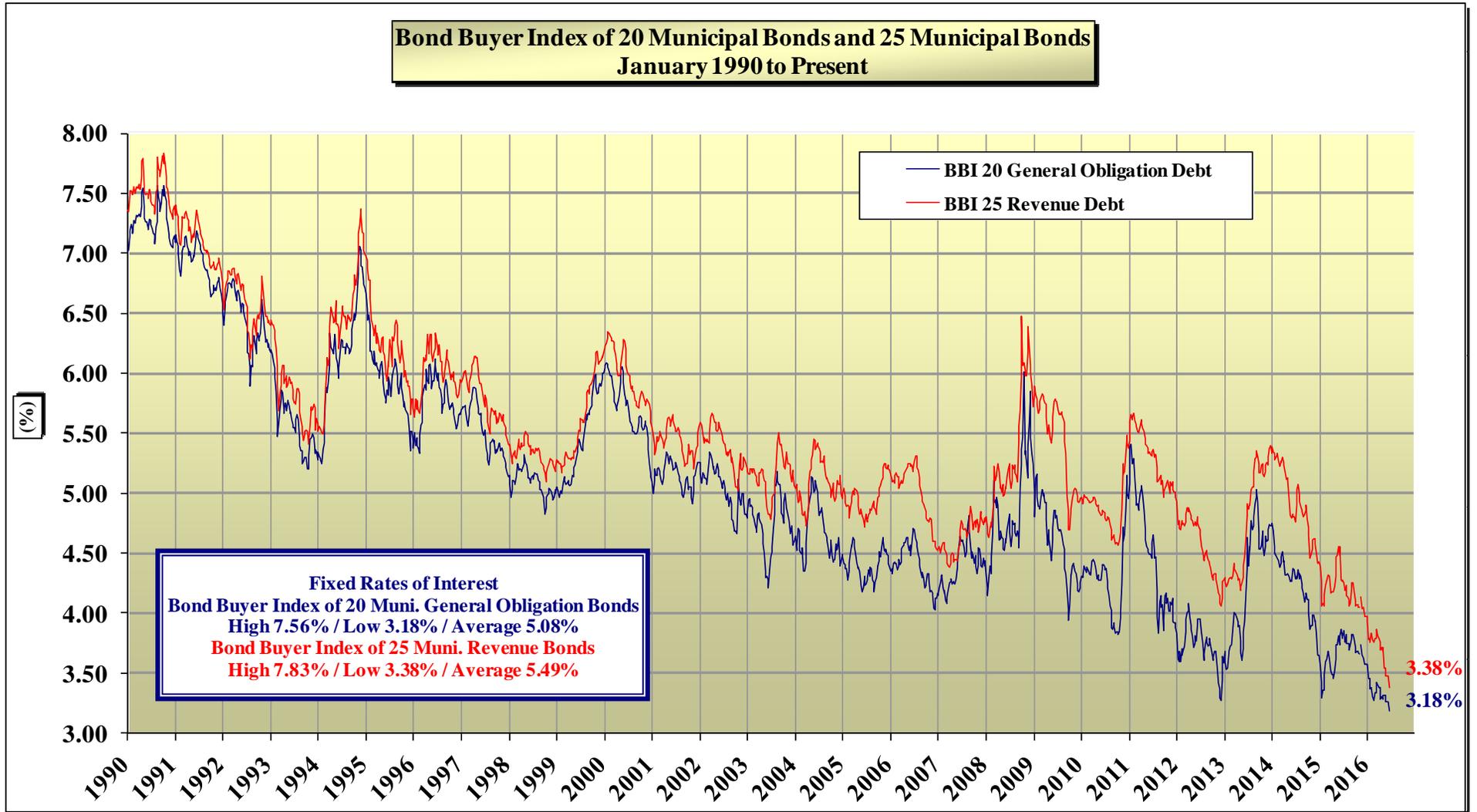
**\$11,100,000 Water and Sewer System Revenue Bonds, Series 2016B**  
**\$50,100,000 Water and Sewer System Revenue Bonds, Series 2016C**

**June 27, 2016**



# City of Pearland, Texas

## Current Market Conditions



The BBI 20 is published every Thursday. The rate consists of general obligation bonds maturing in 20 years with an average rating equivalent to Moody's "Aa2" and S&P's "AA." The BBI 25 is also published every Thursday. The rate consists of revenue bonds maturing in 30 years with an average rating equivalent to Moody's "A1" and S&P's "A+".



# City of Pearland, Texas

## Water and Sewer System Revenue Bonds – Final Sources and Uses of Funds

**\$11,100,000**

**Water and Sewer System Revenue Bonds, Series 2016B**

Principal Amount of the Bonds:		\$11,100,000
Less: Expenses:		262,650
TWDB Origination Fee	205,350	
Bond Counsel	20,000	
Paying Agent	2,000	
Financial Advisor	24,800	
Attorney General Fee	9,500	
Miscellaneous	1,000	

**Total Proceeds:** \$10,837,350

**"All Cost" True Interest Rate (a):** **0.586%**  
 Average Life: 5.090 Years

**\$50,100,000**

**Water and Sewer System Revenue Bonds, Series 2016C**

Principal Amount of the Bonds:		\$50,100,000
Less: Expenses:		1,024,850
TWDB Origination Fee	926,850	
Bond Counsel	40,000	
Paying Agent	2,000	
Financial Advisor	45,500	
Attorney General Fee	9,500	
Miscellaneous	1,000	

**Total Proceeds:** \$49,075,150

**"All Cost" True Interest Rate (a):** **1.005%**  
 Average Life: 14.900 Years

**Delivery Date: July 28, 2016**

(a) Includes transaction costs.



# City of Pearland, Texas

## Water and Sewer System Revenue Bonds – Existing Debt Service

Fiscal Year Ending (9/30)	Current Total Debt Service (a)	Plus: Series 2016B TWDB Loan (b)			Plus: Series 2016C TWDB Loan (c)			Total Debt Service
		Principal	Interest Rate	Interest	Principal	Interest Rate	Interest	
2016	\$8,546,828							\$8,546,828
2017	9,317,773	\$1,235,000		\$8,213	\$1,860,000		\$343,947	12,764,933
2018	9,244,793	1,230,000		7,524	1,860,000		315,066	12,657,382
2019	9,240,321	1,230,000		7,524	1,860,000		315,066	12,652,911
2020	9,238,249	1,235,000		7,524	1,860,000		315,066	12,655,838
2021	9,295,889	1,235,000		7,524	1,855,000 (d)		315,066	12,708,478
2022	9,289,051	1,235,000		7,524	1,700,000		315,066	12,546,641
2023	9,283,551	1,235,000	0.920%	7,524	1,700,000	0.090%	315,066	12,541,141
2024	8,232,500	1,230,000	0.200%	6,412	1,700,000	0.200%	313,536	11,482,448
2025	8,281,905	1,235,000	0.320%	3,952	1,700,000	0.320%	310,136	11,530,993
2026	9,779,280				1,700,000	0.430%	304,696	11,783,976
2027	9,767,218				1,700,000	0.540%	297,386	11,764,604
2028	9,759,706				1,700,000	0.590%	288,206	11,747,912
2029	9,759,231				1,700,000	0.640%	278,176	11,737,407
2030	9,753,344				1,700,000	0.700%	267,296	11,720,640
2031	9,737,613				1,700,000	0.760%	255,396	11,693,009
2032	5,442,763				1,700,000	0.820%	242,476	7,385,239
2033	5,443,719				1,700,000	0.870%	228,536	7,372,255
2034	5,439,231				1,700,000	0.920%	213,746	7,352,977
2035	2,344,981				1,700,000	0.960%	198,106	4,243,087
2036	1,463,413				1,700,000	1.000%	181,786	3,345,199
2037	1,013,306				1,700,000	1.020%	164,786	2,878,092
2038	650,131				1,700,000	1.040%	147,446	2,497,577
2039	663,200				1,700,000	1.060%	129,766	2,492,966
2040					1,700,000	1.070%	111,746	1,811,746
2041					1,700,000	1.080%	93,556	1,793,556
2042					1,700,000	1.090%	75,196	1,775,196
2043					1,700,000	1.100%	56,666	1,756,666
2044					1,700,000	1.110%	37,966	1,737,966
2045					1,705,000	1.120%	19,096	1,724,096
<b>Totals</b>	<b>\$170,987,995</b>	<b>\$11,100,000</b>		<b>\$63,718</b>	<b>\$50,100,000</b>		<b>\$6,450,045</b>	<b>\$238,701,758</b>

Note: Assumes the Reserve Fund will be funded with cash by the City over a 60-month period. Generates proceeds of \$59,912,500 for the City.

- (a) Does not include General Obligation debt paid by Waterworks and Sewer System Revenues.
- (b) Generates proceeds of \$10,837,350 for the City.
- (c) Generates proceeds of \$49,075,150 for the City.
- (d) Generates additional proceeds of \$820,000 during the first 5 years for technology related expenditures.

# CITY OF PEARLAND, TEXAS

**\$11,100,000\* WATERWORKS AND SEWER SYSTEM REVENUE BONDS, SERIES 2016B**  
**\$50,100,000\* WATERWORKS AND SEWER SYSTEM REVENUE BONDS, SERIES 2016C**

## PRELIMINARY TIMETABLE

May - 2016						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June - 2016						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July - 2016						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Date*	Action Necessary
Friday, May 20, 2016	Submit Financial Documents to Texas Water Development Board ("TWDB") for review
<b>Monday, May 23, 2016</b>	<b>City Council Meeting - Discuss TWDB Bonds Timing and Debt Structure</b>
Monday, June 13, 2016	Finalize Financial Documents for City Agenda Packets
Monday, June 20, 2016	Receive Final Interest Rates from TWDB for the Bonds
<b>Monday, June 27, 2016</b>	<b>City Council Meeting – 1<sup>st</sup> Reading of Bond Ordinance</b>
Tuesday, June 28, 2016	Submit Loan Documents to the Attorney General for Review
<b>Monday, July 11, 2016</b>	<b>City Council Meeting – 2<sup>nd</sup> Reading of Bond Ordinance/Approve Sale</b>
Friday, July 22, 2016	Distribute Final Closing Letter
<b>Thursday, July 28, 2016</b>	<b>Bond Closing</b>

\* Preliminary, subject to change.



**City of Pearland, Texas- Revenue Debt**

**Current Debt plus New Debt**

FINAL NUMBERS - Water and Sewer System Revenue Bonds, Series 2016B (TWDB)

Dated Date 07/28/2016

Water and Sewer System Revenue Bonds, Series 2016B

Delivery Date 07/28/2016

(TWDB)

Year Ending 09/30	Current Debt Requirement	New Principal Due 09/01	Interest Various Due 03/01	Interest Various Due 09/01	Total New Interest	Total New Principal & Interest	Total Debt Service Requirement
2016	8,546,828						8,546,828
2017	9,317,773	1,235,000	4,451	3,762	8,213	1,243,213	10,560,986
2018	9,244,793	1,230,000	3,762	3,762	7,524	1,237,524	10,482,316
2019	9,240,321	1,230,000	3,762	3,762	7,524	1,237,524	10,477,845
2020	9,238,249	1,235,000	3,762	3,762	7,524	1,242,524	10,480,772
2021	9,295,889	1,235,000	3,762	3,762	7,524	1,242,524	10,538,412
2022	9,289,051	1,235,000	3,762	3,762	7,524	1,242,524	10,531,575
2023	9,283,551	1,235,000	3,762	3,762	7,524	1,242,524	10,526,075
2024	8,232,500	1,230,000	3,206	3,206	6,412	1,236,412	9,468,912
2025	8,281,905	1,235,000	1,976	1,976	3,952	1,238,952	9,520,857
2026	9,779,280						9,779,280
2027	9,767,218						9,767,218
2028	9,759,706						9,759,706
2029	9,759,231						9,759,231
2030	9,753,344						9,753,344
2031	9,737,613						9,737,613
2032	5,442,763						5,442,763
2033	5,443,719						5,443,719
2034	5,439,231						5,439,231
2035	2,344,981						2,344,981
2036	1,463,413						1,463,413
2037	1,013,306						1,013,306
2038	650,131						650,131
2039	663,200						663,200
<b>Totals</b>	<b>\$170,987,996</b>	<b>\$11,100,000</b>	<b>\$32,205</b>	<b>\$31,516</b>	<b>\$63,721</b>	<b>\$11,163,721</b>	<b>\$182,151,714</b>

NEW16TWDBB1900010 Dated Date: 07/28/2016 Principal Due Dates: 09/01/2017 - 09/01/2025 Maturing Amount: 11,100,000.00

**City of Pearland, Texas- Revenue Debt**

**Sources & Uses Report**

FINAL NUMBERS - Water and Sewer System Revenue Bonds, Series 2016B (TWDB)

**Sources of Funds:**

Principal Amount of Current Interest Bonds (CIBs)	3,700,000.00
Compound Accretion Bond Proceeds (CABs)	7,400,000.00
<b>Total SOURCES of Funds</b>	<b>\$11,100,000.00</b>

**Uses of Funds:**

Deposit to Construction Fund	10,837,350.00
Issuance Expenses: ( \$262,650.00)	
TWDB Origination Fee	205,350.00
Bond Counsel	20,000.00
Paying Agent	2,000.00
Financial Advisor	24,800.00
Attorney General	9,500.00
Miscellaneous	1,000.00
<b>Total USES of Funds</b>	<b>\$11,100,000.00</b>

**Miscellaneous Bond Issuance Information:**

Delivery Date:	07/28/2016
	-
Principal Amount of the New Money Bonds	11,100,000.00
Proceeds of "The (new) Bonds"	11,100,000.00
	-
"All Costs Included" TIC on the New Issue is	0.97409806%
Federal Arbitrage Yield on the New Issue is	0.80068038%

**City of Pearland, Texas- Revenue Debt**

**FINAL NUMBERS - Water and Sewer System Revenue Bonds, Series 2016B (TWDB)**

Dated Date = 07/28/2016

Water and Sewer System Revenue Bonds, Series 2016B

Delivery Date = 07/28/2016

(TWDB)

Dates	Term Bond Maturities	Bond Redemptions	Proceeds	Coupon Rate	Yield	Price	Interest Amount	Total Debt Service	Fiscal Year Debt Service
03/01/2017	-	-	-	-	-	-	4,451.40	4,451.40	-
09/01/2017	-	1,235,000.00	1,235,000.00	-	-	100.000000	3,761.75	1,238,761.75	1,243,213.15
03/01/2018	-	-	-	-	-	-	3,761.75	3,761.75	-
09/01/2018	-	1,230,000.00	1,230,000.00	-	-	100.000000	3,761.75	1,233,761.75	1,237,523.50
03/01/2019	-	-	-	-	-	-	3,761.75	3,761.75	-
09/01/2019	-	1,230,000.00	1,230,000.00	-	-	100.000000	3,761.75	1,233,761.75	1,237,523.50
03/01/2020	-	-	-	-	-	-	3,761.75	3,761.75	-
09/01/2020	-	1,235,000.00	1,235,000.00	-	-	100.000000	3,761.75	1,238,761.75	1,242,523.50
03/01/2021	-	-	-	-	-	-	3,761.75	3,761.75	-
09/01/2021	-	1,235,000.00	1,235,000.00	-	-	100.000000	3,761.75	1,238,761.75	1,242,523.50
03/01/2022	-	-	-	-	-	-	3,761.75	3,761.75	-
09/01/2022	-	1,235,000.00	1,235,000.00	-	-	100.000000	3,761.75	1,238,761.75	1,242,523.50
03/01/2023	-	-	-	-	-	-	3,761.75	3,761.75	-
09/01/2023	-	1,235,000.00	1,235,000.00	0.090	0.090000	100.000000	3,761.75	1,238,761.75	1,242,523.50
03/01/2024	-	-	-	-	-	-	3,206.00	3,206.00	-
09/01/2024	-	1,230,000.00	1,230,000.00	0.200	0.200000	100.000000	3,206.00	1,233,206.00	1,236,412.00
03/01/2025	-	-	-	-	-	-	1,976.00	1,976.00	-
09/01/2025	-	1,235,000.00	1,235,000.00	0.320	0.320000	100.000000	1,976.00	1,236,976.00	1,238,952.00
<b>Total</b>	-	<b>11,100,000.00</b>	<b>11,100,000.00</b>				<b>63,718.15</b>	<b>11,163,718.15</b>	<b>11,163,718.15</b>
<b>Acc Int</b>	-	-	-				-	-	-
<b>Grand Ttls</b>	-	<b>11,100,000.00</b>	<b>11,100,000.00</b>				<b>63,718.15</b>	<b>11,163,718.15</b>	<b>11,163,718.15</b>
TIC (Incl. all expenses) .... 0.58609940%      Average Coupon ..... 0.11272062% TIC (Arbitrage TIC) ..... 0.11258524%      Average Life (yrs) ...      5.09      IRS Form 8038-G NIC = 0.112721% (with Adjstmnt of \$0.00). Bond Years ..... 56,527.50      WAM (yrs) ..... 5.092568      NIC = 0.112721% (with Adjstmnt of \$0.00).									

**City of Pearland, Texas- Revenue Debt**

**Proof of Federal Arbitrage Yield**

**FINAL NUMBERS - Water and Sewer System Revenue Bonds, Series 2016B (TWDB)**

Dated Date 07/28/2016

Water and Sewer System Revenue Bonds, Series 2016B

Delivery Date 07/28/2016

(TWDB)

Dates	Face Amounts	Proceeds to: Bondholder(+) Issuer(-)	Interest to: Bondholder(+) Issuer(-)	Recoverable, Recurring Fees	Total Debt Service	Disc Term Bond Adjstmt for Yld Calc	BAB "Direct Pymt" Adjustment	Total Adjusted Cash Flow	PV of Adj D/S to 07/28/2016 @ 0.11258524%
07/28/2016	0.00	-11,100,000.00	0.00	0.00	0.00	0.00	0.00	-11,100,000.00	-11,100,000.00
03/01/2017	0.00	0.00	4,451.40	0.00	4,451.40	0.00	0.00	4,451.40	4,448.44
09/01/2017	1,235,000.00	1,235,000.00	3,761.75	0.00	1,238,761.75	0.00	0.00	1,238,761.75	1,237,240.61
03/01/2018	0.00	0.00	3,761.75	0.00	3,761.75	0.00	0.00	3,761.75	3,755.02
09/01/2018	1,230,000.00	1,230,000.00	3,761.75	0.00	1,233,761.75	0.00	0.00	1,233,761.75	1,230,860.59
03/01/2019	0.00	0.00	3,761.75	0.00	3,761.75	0.00	0.00	3,761.75	3,750.79
09/01/2019	1,230,000.00	1,230,000.00	3,761.75	0.00	1,233,761.75	0.00	0.00	1,233,761.75	1,229,475.99
03/01/2020	0.00	0.00	3,761.75	0.00	3,761.75	0.00	0.00	3,761.75	3,746.57
09/01/2020	1,235,000.00	1,235,000.00	3,761.75	0.00	1,238,761.75	0.00	0.00	1,238,761.75	1,233,069.98
03/01/2021	0.00	0.00	3,761.75	0.00	3,761.75	0.00	0.00	3,761.75	3,742.36
09/01/2021	1,235,000.00	1,235,000.00	3,761.75	0.00	1,238,761.75	0.00	0.00	1,238,761.75	1,231,682.89
03/01/2022	0.00	0.00	3,761.75	0.00	3,761.75	0.00	0.00	3,761.75	3,738.15
09/01/2022	1,235,000.00	1,235,000.00	3,761.75	0.00	1,238,761.75	0.00	0.00	1,238,761.75	1,230,297.37
03/01/2023	0.00	0.00	3,761.75	0.00	3,761.75	0.00	0.00	3,761.75	3,733.94
09/01/2023	1,235,000.00	1,235,000.00	3,761.75	0.00	1,238,761.75	0.00	0.00	1,238,761.75	1,228,913.41
03/01/2024	0.00	0.00	3,206.00	0.00	3,206.00	0.00	0.00	3,206.00	3,178.72
09/01/2024	1,230,000.00	1,230,000.00	3,206.00	0.00	1,233,206.00	0.00	0.00	1,233,206.00	1,222,025.62
03/01/2025	0.00	0.00	1,976.00	0.00	1,976.00	0.00	0.00	1,976.00	1,956.98
09/01/2025	1,235,000.00	1,235,000.00	1,976.00	0.00	1,236,976.00	0.00	0.00	1,236,976.00	1,224,382.58
<b>Totals</b>	<b>11,100,000.00</b>	<b>0.00</b>	<b>63,718.15</b>	<b>0.00</b>	<b>11,163,718.15</b>	<b>0.00</b>	<b>0.00</b>	<b>63,718.15</b>	<b>0.00</b>
								<i>Plus PV of Bond Insurance .....</i>	<b>0.00</b>
									<b>0.00</b>

**City of Pearland, Texas- Revenue Debt  
Partial Form 8038-G Report (Rev. 11-2000)**

**FINAL NUMBERS - Water and Sewer System Revenue Bonds, Series 2016B (TWDB)**

Dated Date = 07/28/2016

Water and Sewer System Revenue Bonds, Series 2016B  
(TWDB)

Delivery Date = 07/28/2016

**Part III Description of Obligations. (Complete for the entire issue for which this form is being filed.)**

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	09/01/2025	\$11,100,000.00	\$11,100,000.00	5.093 years	0.800680%

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22	Proceeds used for accrued interest		22	0.00
23	Issue price of entire issue (enter amount from line 21, column (b))		23	11,100,000.00
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	262,650.00	##
25	Proceeds used for credit enhancement	25	0.00	##
26	Proceeds allocated to reasonably required reserve or replacement fund	26	0.00	##
27	Proceeds used to currently refund prior issues	27	0.00	##
28	Proceeds used to advance refund prior issues	28	0.00	##
29	Total (add lines 24 through 28)	29	262,650.00	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	10,837,350.00	

**Part V Description of Refunded Bonds (Complete this part only for refunded bonds.)**

31	Enter the remaining weighted average maturity of the bonds to be currently refunded	=>	0.0000 years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded	=>	0.0000 years
33	Enter the last date on which the refunded bonds will be called	=>	
34	Enter the date(s) the refunded bonds were issued		See each Issue's O/S

**City of Pearland, Texas- Revenue Debt  
Issuance Expenses for NEW16TWDBB  
FINAL NUMBERS - Water and Sewer System Revenue Bonds, Series 2016B (TWDB)  
Expenses for NEW16TWDBB**

Expense Title	Type	Units	Expense Raises Arb Yield	Exp has no Affect on Arb Yield	Total
TWDB Origination Fee	V	18.500000	0.00	205,350.00	205,350.00
Rating Agency	F	0.00	0.00	0.00	0.00
Bond Counsel	F	20,000.00	0.00	20,000.00	20,000.00
Accountant/CPA	F	0.00	0.00	0.00	0.00
Printing	F	0.00	0.00	0.00	0.00
Paying Agent	F	2,000.00	0.00	2,000.00	2,000.00
Bond Insurance	D	0.000000	0.00	0.00	0.00
Financial Advisor	F	24,800.00	0.00	24,800.00	24,800.00
Attorney General	F	9,500.00	0.00	9,500.00	9,500.00
Miscellaneous	F	1,000.00	0.00	1,000.00	1,000.00
<b>Totals</b>			<b>\$0.00</b>	<b>\$262,650.00</b>	<b>\$262,650.00</b>
<p><b>Type:</b> <i>F - Fixed Expense</i>  <i>V - Variable Expense Based on Issue Size</i>  <i>D - Variable Expense Based on Total Debt Service</i>  <i>E - Variable Expense Based on Total Debt Service Less Accrued Interest</i>  <i>R - Variable Expense Based on Reserve Fund Requirement</i></p>					

City of Pearland, Texas  
Final Cash Flows  
Existing Debt Service and Actual 2016B and 2016C TWDB Clean Water State Revolving Fund Loan

Fiscal Year Ended 30-Sep	Operating Revenues	Operating Expenses	Net Revenues Available	Existing Debt Service (a)	Series 2016B TWDB Loan (b)		Series 2016C TWDB Loan (c)		Total Debt Service	Average Annual Debt Service	Coverage (d)
					Principal	Interest	Principal	Interest			
2016	37,439,538	23,591,463	13,848,075	8,546,828	-	-	-	-	8,546,828	7,956,725	1.74
2017	39,209,015	23,908,796	15,300,219	9,317,773	1,235,000	8,213	1,860,000	343,947	12,764,933	7,936,377	1.93
2018	40,711,242	24,132,306	16,578,936	9,244,793	1,230,000	7,524	1,860,000	315,066	12,657,382	7,763,928	2.14
2019	41,588,812	25,449,963	16,138,849	9,240,321	1,230,000	7,524	1,860,000	315,066	12,652,911	7,582,689	2.13
2020	42,717,956	25,699,924	17,018,032	9,238,249	1,235,000	7,524	1,860,000	315,066	12,655,838	7,387,681	2.30
2021	43,589,028	29,991,963	13,597,065	9,295,889	1,235,000	7,524	1,855,000 (e)	315,066	12,708,478	7,176,955	1.89
2022	44,463,170	30,287,345	14,175,825	9,289,051	1,235,000	7,524	1,700,000	315,066	12,546,641	6,946,474	2.04
2023	45,051,241	30,308,553	14,742,688	9,283,551	1,235,000	7,524	1,700,000	315,066	12,541,141	6,702,989	2.20
2024	45,051,241	30,886,999	14,164,243	8,232,500	1,230,000	6,412	1,700,000	313,536	11,482,448	6,437,618	2.20
2025	45,051,241	31,191,330	13,859,912	8,281,905	1,235,000	3,952	1,700,000	310,136	11,530,993	6,197,388	2.24
2026	45,051,241	30,397,820	14,653,422	9,779,280			1,700,000	304,696	11,783,976	5,930,708	2.47
2027	45,051,241	30,696,336	14,354,905	9,767,218			1,700,000	297,386	11,764,604	5,622,642	2.55
2028	45,051,241	30,997,800	14,053,441	9,759,706			1,700,000	288,206	11,747,912	5,281,421	2.66
2029	45,051,241	31,302,240	13,749,001	9,759,231			1,700,000	278,176	11,737,407	4,901,040	2.81
2030	45,051,241	31,609,686	13,441,556	9,753,344			1,700,000	267,296	11,720,640	4,473,767	3.00
2031	45,051,241	31,920,167	13,131,075	9,737,613			1,700,000	255,396	11,693,009	3,990,642	3.29
2032	45,051,241	32,069,873	12,981,368	5,442,763			1,700,000	242,476	7,385,239	3,440,473	3.77
2033	45,051,241	32,385,369	12,665,873	5,443,719			1,700,000	228,536	7,372,255	3,137,029	4.04
2034	45,051,241	32,703,983	12,347,259	5,439,231			1,700,000	213,746	7,352,977	2,784,094	4.43
2035	45,051,241	33,025,746	12,025,495	2,344,981			1,700,000	198,106	4,243,087	2,368,741	5.08
2036	45,051,241	33,350,690	11,700,551	1,463,413			1,700,000	181,786	3,345,199	2,181,306	5.36
2037	45,051,241	33,678,847	11,372,395	1,013,306			1,700,000	164,786	2,878,092	2,051,985	5.54
2038	45,051,241	34,010,247	11,040,994	650,131			1,700,000	147,446	2,497,577	1,948,721	5.67
2039	45,051,241	34,344,924	10,706,317	663,200			1,700,000	129,766	2,492,966	1,870,313	5.72
2040	45,051,241	34,682,910	10,368,332				1,700,000	111,746	1,811,746	1,766,538	5.87
2041	45,051,241	35,024,237	10,027,004				1,700,000	93,556	1,793,556	1,757,496	5.71
2042	45,051,241	35,368,939	9,682,302				1,700,000	75,196	1,775,196	1,748,481	5.54
2043	45,051,241	35,717,049	9,334,192				1,700,000	56,666	1,756,666	1,739,576	5.37
2044	45,051,241	36,068,601	8,982,640				1,700,000	37,966	1,737,966	1,731,031	5.19
2045	45,051,241	36,423,630	8,627,611				1,705,000	19,096	1,724,096	1,724,096	5.00
<b>Total</b>				<b>170,987,995</b>	<b>11,100,000</b>	<b>63,721</b>	<b>50,100,000</b>	<b>6,450,045</b>	<b>238,701,758</b>		

Note: Includes estimated costs of issuance and TWDB Loan Origination Fee of 1.85%. Assumes the Reserve Fund will be funded with cash by the City over a 60-month period. Generates proceeds of \$59,950,000 for the City.

- (a) Does not include General Obligation debt paid by Waterworks and Sewer System Revenues.
- (b) Generates proceeds of \$10,837,350.00 for the City
- (c) Generates proceeds of \$49,075,150.00 for the City
- (e) Coverage of 1.40x the average annual debt service requirements at the time of the Bond Sale is required per the Bond Order.
- (f) Generates proceeds of \$820,000 during the first 5 years for technology related expenditures.

City of Pearland, Texas  
5 Year Forecast (Includes Proposed May 2019 Bond Election)- 20-Year Level Principal

Year Ending 9/1	Beginning Debt Service Fund Balance	Prior Year/ Estimated Taxable Assessed Valuation	Assessed Valuation Growth Rate (%)	Tax Rate per \$100 of Assessed Value	Other Revenue Sources	Total Funds Available for Debt Service	Outstanding Debt Service	Less: Bonds to be Refunding	Plus: Refunding Bonds (b)	Post Refunding Debt Service Requirements	Plus: \$16,405,000 Series 2016 GO Actual Results	Plus: \$14,110,000 Series 2016 CO Actual Results	Plus: \$18,035,000 Series 2017 GO @ 5.00%	Plus: \$6,215,000 Series 2017CO @ 5.00%	Plus: \$20,975,000 Series 2018 GO @ 5.50%	Plus: \$2,790,000 Series 2018 CO @ 5.50%	Plus: \$12,835,000 Series 2019 GO @ 6.00%	Plus: May 2019 Bond Election \$70,390,000	Total Debt Service Requirements	Ending Debt Service Fund Balance	Debt Service Coverage (%)	
2016	\$5,033,615	\$6,387,015,580	7.69%	0.4828	\$1,716,536	\$31,687,635	\$31,457,729	413,491		\$31,044,238									\$31,044,238	\$5,677,012	17.175%	
2017	5,677,012	6,882,445,717	7.76%	0.4828	1,711,401	34,034,422	30,811,516	3,042,050	2,573,500	30,342,966	\$1,580,675	\$1,130,313							33,053,953	6,657,480	18.771%	
2018	6,657,480	7,351,790,923	6.82%	0.4925	1,710,680	36,914,821	30,873,477	6,010,706	5,564,639	30,427,410	1,415,450	1,028,850	\$1,929,542	\$664,792					35,466,043	8,106,258	20.210%	
2019	8,106,258	7,806,530,362	6.19%	0.4925	1,718,524	39,151,568	33,127,738	4,868,325	4,418,764	32,678,177	1,394,000	1,014,850	1,739,125	602,375	\$2,367,021	\$315,175			40,110,723	7,147,103	16.543%	
2020	7,147,103	8,269,227,461	5.93%	0.4925	1,716,316	41,343,022	33,263,395	5,721,313	5,242,489	32,784,572	1,377,600	1,000,850	1,689,000	581,750	2,117,000	281,900	\$1,519,250	\$1,850,350	43,202,272	5,287,854	12.169%	
2021	5,287,854	8,682,688,834	5.00%	0.4925	1,723,072	43,340,881	33,018,897	5,832,659	5,355,839	32,542,076	1,361,200	986,850	1,644,000	566,250	2,059,250	274,200	1,357,350	2,661,500	43,452,676	5,176,059	11.541%	
2022	5,176,059	9,029,996,387	4.00%	0.4925	1,720,591	45,008,142	33,007,479	5,810,225	5,332,089	32,529,343	1,332,500	972,850	1,599,000	550,750	2,001,500	266,500	1,313,800	4,282,150	44,848,393	5,335,809	11.465%	
2023	5,335,809	9,300,896,279	3.00%	0.4925	1,713,481	46,299,659	33,034,285	5,317,163	4,839,089	32,556,211	1,291,500	958,850	1,554,000	535,250	1,943,750	258,800	1,275,400	6,166,900	46,540,661	5,094,806	10.742%	
2024	5,094,806	9,486,914,205	2.00%	0.4925	1,424,498	46,897,064	32,947,204	5,313,288	4,835,964	32,469,881	1,250,500	944,850	1,509,000	519,750	1,886,000	251,100	1,237,000	7,359,400	47,427,481	4,564,389	9.742%	
2025	4,564,389	9,581,783,347	1.00%	0.4925	1,402,695	47,318,993	32,949,354	4,380,194	3,899,339	32,468,500	1,209,500	930,850	1,464,000	504,250	1,823,388	243,400	1,198,600	7,012,550	46,855,037	5,028,345	10.874%	
2026	5,028,345	9,581,783,347		0.4800	1,384,285	46,108,938	32,752,491	4,310,084	3,831,714	32,274,121	1,168,500	916,850	1,423,875	488,750	1,770,775	235,700	1,160,200	6,801,650	46,240,421	4,896,862	10.708%	
2027	4,896,862	9,581,783,347		0.4800	1,341,893	46,049,206	32,687,221	4,296,183	3,815,464	32,206,502	1,127,500	895,850	1,373,750	473,250	1,713,025	228,000	1,121,800	6,590,750	45,730,427	5,215,641	11.530%	
2028	5,215,641	9,581,783,347		0.4700	1,307,890	45,057,997	32,618,876	3,207,879	2,733,514	32,144,512	1,090,600	874,850	1,333,625	457,750	1,650,413	215,438	1,088,250	6,379,850	45,235,287	5,038,351	11.258%	
2029	5,038,351	9,581,783,347		0.4550	1,271,903	43,595,173	32,556,518	3,894,898	3,418,714	32,080,335	1,061,900	857,350	1,283,500	442,250	1,597,800	212,875	1,044,700	6,173,800	44,754,510	3,879,014	10.827%	
2030	3,879,014	12,153,326,920 (a)		0.3000	637,481	36,056,169	24,049,664	8,587,564	8,110,389	23,572,489	1,033,200	836,350	1,243,375	426,750	1,540,050	205,175	1,011,150	5,957,750	35,826,289	4,108,895	11.624%	
2031	4,108,895	12,153,326,920		0.2950	553,673	35,363,272	23,994,394	10,316,778	9,842,814	23,520,430	1,000,400	810,425	1,198,125	416,125	1,482,300	197,475	967,600	5,756,550	35,349,430	4,122,737	11.819%	
2032	4,122,737	12,153,326,920		0.2800	572,729	33,585,251	23,965,626	10,273,934	9,796,864	23,488,555	967,600	794,500	1,148,000	395,500	1,424,550	189,775	934,050	5,540,200	34,882,730	2,825,257	11.770%	
2033	2,825,257	12,153,326,920		0.2000	412,843	23,923,009	13,045,011			13,045,011	934,800	773,500	1,103,000	380,000	1,361,938	177,213	895,350	5,333,850	24,004,661	2,743,605	11.662%	
2034	2,743,605	12,153,326,920		0.1950	304,516	23,209,933	12,990,420			12,990,420	902,000	752,500	1,062,875	364,500	1,309,325	174,650	851,800	5,117,500	23,525,570	2,427,968	11.904%	
2035	2,427,968	12,153,326,920		0.1675	297,622	19,938,800	10,290,932			10,290,932	869,200	731,500	1,012,750	349,000	1,251,575	166,950	813,400	4,911,150	20,396,457	1,970,311	10.642%	
2036	1,970,311	12,153,326,920		0.1550	260,409	18,413,744	8,843,307			8,843,307	836,400	710,500	967,750	333,500	1,188,963	159,250	779,850	4,694,800	18,514,320	1,869,735	11.508%	
2037	1,869,735	12,153,326,920		0.1350	243,448	16,027,428	8,497,973			8,497,973			927,625	322,875	1,131,488	151,550	736,300	4,478,750	16,246,561	1,650,603	11.246%	
2038	1,650,603	12,153,326,920		0.1140	216,437	13,519,039	8,493,336			8,493,336					1,078,875	143,850	697,900	4,263,000	14,676,961	492,681	10.082%	
2039	492,681	12,153,326,920		0.0395	188,150	4,767,001	155,460			155,460						664,350	4,066,950	4,886,760	372,922	372,922	11.461%	
2040	372,922	12,153,326,920		0.0265	88,699	3,153,481	159,960			159,960							3,094,000	3,253,960	272,443	272,443	10.159%	
2041	272,443	12,153,326,920		0.0220	71,439	2,611,831	164,460			164,460							2,517,350	2,681,810	202,464	202,464	12.300%	
2042	202,464	12,153,326,920		0.0126	65,460	1,511,398											1,646,100	1,646,100	67,762	67,762	10.044%	
2043	67,762	12,153,326,920		0.0126	52,984	1,497,228											674,650	674,650	890,341	890,341	0.000%	
<b>Totals</b>							\$589,756,721	\$91,596,732	\$83,611,187	\$581,771,176	\$23,205,025	\$17,923,288	\$27,205,917	\$9,375,417	\$32,698,983	\$4,348,975	\$20,668,100	\$113,331,500	\$830,528,380			
			Average Tax Rate:	\$0.3354																		
			Tax Rate Increase:	\$0.0097																		

(a) Includes the taxable assessed values of the TIRZ of \$2,571,543,573 (2020 estimated value) beginning in fiscal year 2030, once the TIRZ has been dissolved.

(b) Includes the actual results of the May 2016 refunding and the estimated results of the November 2016 refunding. Preliminary, subject to change.

**AGENDA REQUEST  
BUSINESS OF THE CITY COUNCIL  
CITY OF PEARLAND, TEXAS**

<b>AGENDA OF:</b>	June 27, 2016	<b>ITEM NO.:</b>	Ordinance No. 1528
<b>DATE SUBMITTED:</b>	June 22, 2016	<b>DEPT. OF ORIGIN:</b>	Finance
<b>PREPARED BY:</b>	Cynthia Pearson	<b>PRESENTOR:</b>	John Robuck
<b>REVIEWED BY:</b>	Jon R. Branson	<b>REVIEW DATE:</b>	June 22, 2016
<b>SUBJECT:</b> First Reading of Ordinance 1528 – An Ordinance Authorizing the Issuance of City of Pearland, Texas, Water and Sewer System Revenue Bonds, Series 2016C; Prescribing the Terms Thereof; Providing for the Payment Thereof; Awarding the Sale Thereof; and Making Other Provisions Regarding Such Bonds and Matters Incident Thereto.			
<b>EXHIBITS:</b> Ordinance 1528 Private Placement Memorandum Final Numbers Final Cash Flow			
<b>FUNDING:</b>			
	<input type="checkbox"/> Grant	<input type="checkbox"/> Developer/Other	<input type="checkbox"/> Cash
<input checked="" type="checkbox"/> Bonds To Be Sold	<input type="checkbox"/> Bonds- Sold	<input type="checkbox"/> L/P – Sold	<input type="checkbox"/> L/P – To Be Sold
<b>EXPENDITURE REQUIRED:</b>		<b>AMOUNT BUDGETED:</b>	
<b>AMOUNT AVAILABLE:</b>		<b>PROJECT NO.:</b>	
<b>ACCOUNT NO.:</b>			
<b>ADDITIONAL APPROPRIATION REQUIRED:</b>			
<b>ACCOUNT NO.:</b>			
<b>PROJECT NO.:</b>			
<b>To be completed by Department:</b>			
X Finance	X Legal	Ordinance	X Resolution

## **EXECUTIVE SUMMARY**

### **BACKGROUND**

The fiscal year 2016 budget included the sale of Water and Sewer System Revenue Bonds by the Texas Water Development Board Clean Water State Revolving Fund (CWSRF) program in the amount of \$48,822,000 in order to fund the construction of the Reflection Bay Water Reclamation Treatment Plant. The actual amount of the bond sale is \$50,100,000, \$1.2 million higher than the fiscal year 2016 capital improvement program mainly due to construction cost escalation.

Growth rates within the sanitary sewer service area have increased both average daily flows and the biological loading contained in the plant's influent require construction of 4 MGD in additional treatment capacity. The project includes the design, permitting and construction upgrades of the influent lift station, headworks, addition of four continuous flow 1 MGD basins, modifications to the existing basins to create two additional 1 MGD continuous flow basins, new filtration and UV disinfectant systems, expansion of the sludge holding tanks, addition of two belt press dewatering systems, a new non-potable water system and new SCADA system and controls for a total treatment capacity of 6 MGD.

Design of the project is complete, and City Council approved a notice of intent to be reimbursed from future bond proceeds in November 2015; Resolution R2015-196. On March 24th, four offerors submitted proposals for the construction of the 4 MGD expansion and 2 MGD rehabilitation of the RB WRF. Staff and the Engineer have reviewed the qualifications of the apparent offeror of best value and are prepared to make a recommendation for award of ~~bring~~ the construction contract for Council consideration on July 25<sup>th</sup>. The tentative award date is timed to coincide with the final approval of the major permit amendment, required for approval to construct. The major permit amendment, required from the TCEQ, has completed the public comment period. TCEQ is expected to proceed with final Board approval, which is anticipated by mid-July. The approved amended permit is required by the TCEQ and TWDB for construction authorization and funding release. The construction of the additional 4 MGD is anticipated to be complete by July 2018 and the rehabilitation of the existing 2 MGD for a total treatment capacity of 6 MGD will be complete by April 2019.

### **Expansion Project Schedule**

Design	August 2014 – January 2016
Bid	February-March 2016
Council Award	July 2016*
Notice to Proceed with Construction	July 2016*
Construction: 4 MGD Capacity	July 2018
Construction: total 6 MGD Capacity	April 2019

\* Dependent on Major Permit amendment issuance by the TCEQ

### **BID AND AWARD**

The second reading of the Ordinance will be on July 11<sup>th</sup>, and closing on July 28<sup>th</sup>.

### **CURRENT AND FUTURE FUNDING /FINANCIAL IMPACTS/DEBT SERVICE**

The bonds are structured with a 30-year level principal maturity. For fiscal year 2017 annual principal payment is estimated at \$1,860,000.

**RECOMMENDED ACTION**

Consideration and Approval of Ordinance 1528 – An Ordinance Authorizing the Issuance of City of Pearland, Texas, Water and Sewer System Revenue Bonds, Series 2016C; Prescribing the Terms Thereof; Providing for the Payment Thereof; Awarding the Sale Thereof; and Making Other Provisions Regarding Such Bonds and Matters Incident Thereto.

**CITY OF PEARLAND, TEXAS**  
**WATER AND SEWER SYSTEM REVENUE BONDS**  
**SERIES 2016C**

**ORDINANCE NO. 2016-1528**

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**ORDINANCE NO. 1528**

**An Ordinance of the City Council of the City of Pearland, Texas, authorizing issuance of City of Pearland, Texas, water and sewer system revenue bonds, series 2016c; prescribing the terms thereof; providing for the payment thereof; awarding the sale thereof; and making other provisions regarding such bonds and matters incident thereto.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS:**

**ARTICLE I  
FINDINGS AND DETERMINATIONS**

Section 1.1. Findings and Determinations. It is hereby officially found and determined that:

(a) The City is authorized by Chapter 1502, Texas Government Code, as amended, to issue revenue bonds payable from the revenues of its water and sewer system for the purpose of constructing repairs, improvements, additions and extensions to the City's waterworks and sanitary sewer system.

(b) The City Council now deems it to be in the best interest of the City to issue, sell and deliver the Series 2016C Bonds (hereinafter defined) as hereinafter authorized, pursuant to the laws of the State of Texas, including specifically, Chapter 1502, Texas Government Code.

(c) The conditions precedent to the issuance of additional bonds which are contained in the ordinances authorizing the issuance of the Previously Issued Bonds and the Series 2016C Bonds (hereinafter defined) have been met, and the City is authorized to issue the revenue bonds and make the pledges and covenants set forth herein.

(d) The Series 2016C Bonds herein authorized for issuance are to be delivered to the Texas Water Development Board (the "TWDB" or the "Purchaser") in evidence of a loan commitment received in the aggregate amount of the Series 2016C Bonds.

**ARTICLE II  
DEFINITIONS AND INTERPRETATIONS**

Section 2.1. Definitions. In this Ordinance, the following terms shall have the following meanings, unless the context clearly indicates otherwise:

"*Act*" shall mean, collectively Chapter 1502, Texas Government Code, as amended.

"*Additional Bonds*" shall mean the additional revenue bonds permitted to be issued by the City pursuant to Section 6.1 hereof.

*“Average Annual Principal and Interest Requirements”* shall mean the average annual principal and interest requirements for all Bonds. Upon the issuance of the Series 2016C Bonds, the Average Annual Principal and Interest Requirements are hereby determined to be \$7,956,725.30 and shall be recomputed upon the issuance of each series of Additional Bonds and set forth in each ordinance authorizing the issuance of Additional Bonds. For purposes of calculating the Average Annual Principal and Interest Requirements with respect to any variable rate Additional Bonds, interest on such bonds shall be calculated in accordance with Section 6.1 of this Ordinance.

*“Bonds”* shall mean any or all of the Previously Issued Bonds, the Series 2016C Bonds and any Additional Bonds from time to time hereafter issued, but only to the extent such Bonds remain Outstanding within the meaning of this Ordinance.

*“Business Day”* shall mean any day other than (1) a Saturday or a Sunday, (2) a legal holiday or the equivalent on which banking institutions generally are authorized or required to close in New York, New York or Houston, Texas or any other city in which is located the principal corporate trust office of the Paying Agent/Registrar or (3) a day on which the New York Stock Exchange is closed in whole or in part.

*“City”* shall mean the City of Pearland, Texas, and, where appropriate, the City Council thereof and any successor to the City as owner of the System.

*“Code”* shall mean the Internal Revenue Code of 1986, as amended.

*“Defeasance Securities”* means (1) direct, non-callable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (2) non-callable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent, and (3) non-callable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the City adopts or approves the proceedings authorizing the financial arrangements are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent.

*“DTC”* shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

*“DTC Participant”* shall mean brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

*“Fiscal Year”* shall mean the City’s fiscal year, which currently runs from October 1 to September 30, but which may be changed from time to time by the City.

*“Gross Revenues”* shall mean all revenues, income and receipts of every nature derived or received by the City from the operation and ownership of the System; the interest income

from the investment or deposit of money in the Revenue Fund and the Reserve Fund (each hereinafter defined in Article V hereof); and any other revenues hereafter pledged to the payment of all Bonds. Gross Revenues shall not include any of (i) grants from, or payments by, any federal, state or local governmental agency or authority or any other entity or person, the use of which is restricted by law or by the terms of the grant or payment to capital expenditures of the System, (ii) capital assets, debt service funds or debt service reserve funds of water districts or other public or private sewer systems annexed, acquired or otherwise assumed by the City or (iii) any interest earned on items (i) or (ii) above.

*“Interest Payment Date,”* when used in connection with any Series 2016C Bond, shall mean September 1 or March 1 of each year as applicable commencing March 1, 2017.

*“Maintenance and Operation Expenses”* shall mean the reasonable and necessary expenses of operation and maintenance of the System, including all salaries, labor, materials, repairs and extensions necessary to render efficient service (but only such repairs and extensions as, in the judgment of the governing body of the City, are necessary to keep the System in operation and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or conditions which would otherwise impair the Bonds), and all payments (including payments of amounts equal to all or a part of the debt service on bonds issued by other political subdivisions and authorities of the State of Texas) under contracts which are now or hereafter defined as operating expenses by the Legislature of Texas. Depreciation shall never be considered as a Maintenance and Operation Expense. Maintenance and Operation Expenses shall include, without limitation, all payments under contracts for the impoundment, conveyance or treatment of water or otherwise which are now or hereafter defined as operating expenses by the Legislature of Texas and the treatment of such payments as Maintenance and Operation Expenses shall not be affected in any way if, subsequent to entering into such contracts, the City acquires as a part of the System title to any properties or facilities used to impound, convey or treat water under such contracts, or if the City contracts to acquire title to such properties or facilities as a part of the System upon the final payment of debt service on the bonds issued to finance such properties or facilities.

*“MSRB”* means the Municipal Securities Rulemaking Board.

*“Net Revenues”* shall mean all Gross Revenues remaining after deducting the Maintenance and Operation Expenses.

*“Ordinance”* shall mean this Bond Ordinance and all amendments hereof and supplements hereto.

*“Outstanding”* when used with reference to the Bonds shall mean, as of a particular date, all such bonds theretofore delivered except: (a) any such bond canceled by or on behalf of the City at or before said date; (b) any such bond defeased pursuant to the defeasance provisions of the ordinance authorizing its issuance, or otherwise defeased as permitted by applicable law; and (c) any such bond in lieu of or in substitution for which another bond shall have been delivered pursuant to the ordinance authorizing the issuance of such bond.

“*Owner*” or “*Registered Owner*” when used with respect to any Bond, shall mean the person or entity in whose name such Bond is registered in the Register. Any reference to a particular percentage or proportion of the Owners of the Bonds of a particular class or series of Bonds shall mean the Owners at a particular time of the specified percentage or proportion in aggregate principal amount of all Bonds or the Bonds of such class or series then Outstanding.

“*Paying Agent/Registrar*” shall mean Wells Fargo Bank, N.A., Minneapolis, Minnesota, and its successors in that capacity.

“*Previously Issued Bonds*” shall mean the Outstanding City of Pearland, Texas, Water and Sewer System Adjustable Rate Revenue Bonds, Series 1999, City of Pearland, Texas, Water and Sewer System Revenue Bonds, Series 2003, the City of Pearland, Texas, Water and Sewer System Revenue and Refunding Bonds, Series 2006, the City of Pearland, Texas, Water and Sewer System Revenue Bonds, Series 2007, the City of Pearland, Texas, Water and Sewer System Revenue Bonds, Series 2008, the City of Pearland, Texas, Water and Sewer System Revenue Bonds, Series 2009, the City of Pearland, Texas, Water and Sewer System Revenue Bonds, Series 2010A, the City of Pearland, Texas, Water and Sewer System Revenue Refunding Bonds, Series 2010B, the City of Pearland, Texas Water and Sewer System Revenue and Refunding Bonds, Series 2012, the City of Pearland, Texas Water and Sewer System Revenue Bonds, Series 2014 and the City of Pearland, Texas Water and Sewer System Revenue Bonds, Series 2016A.

“*Purchaser*” shall mean the Texas Water Development Board.

“*Record Date*” shall mean, with respect to any Interest Payment Date, the fifteenth day of the month, whether or not a Business Day, next preceding each Interest Payment Date.

“*Register*” shall mean the books of registration kept by the Paying Agent/Registrar in which are maintained the names and addresses of and the principal amounts registered to each Owner of Series 2016C Bonds.

“*Series 2016C Bonds*” shall mean the City of Pearland, Texas, Water and Sewer System Revenue Bonds, Series 2016C, authorized by this Ordinance.

“*Special Project*” shall mean, to the extent permitted by law, any water or sewer system property, improvement or facility declared by the City not to be part of the System, for which the costs of acquisition, construction, and installation are paid from proceeds of a financing transaction other than the issuance of bonds payable from ad valorem taxes or revenues of the System and for which all maintenance and operation expenses are payable from sources other than ad valorem taxes or revenues of the System, but only to the extent that and for so long as all or any part of the revenues or proceeds of which are or will be pledged to secure the payment or repayment of such costs of acquisition, construction, and installation under such financing transaction.

“*Subordinate Lien Obligations*” shall mean the obligations permitted to be issued by the City pursuant to Section 6.2 hereof.

“*Surety Policy*” shall mean and include a surety bond, bond insurance policy or other credit agreement, as authorized by Section 1502.064, Texas Government Code, provided that the issuer of any Surety Policy shall be rated in the highest rating category at the time of issuance of such Surety Policy by A.M. Best Company, Standard & Poor’s Ratings Group, or Moody’s Investors Service. A Surety Policy shall insure all Bonds and Additional Bonds on a pro rata basis. A Surety Policy may include a letter of credit or other agreement or instrument, including any related reimbursement or financial guaranty agreement, whereby the issuer is obligated to provide funds up to and including the maximum amount and under the conditions specified in such agreement or instrument.

“*System*” shall mean all properties, facilities, improvements, equipment, interests, rights and powers constituting the water and sewer system of the City, and all future extensions, replacements, betterments, additions, improvements, enlargements, acquisitions, purchases and repairs to the System, including without limitation, all those heretofore or hereafter acquired as a result of the annexation and dissolution of water districts or the acquisition of the properties or assets of any other public, private or non-profit entities. The System shall not include any Special Project.

Section 2.2. Interpretations. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance and the Table of Contents of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Series 2016C Bonds and the validity of the lien on and pledge of the Net Revenues to secure the payment of the Series 2016C Bonds.

### **ARTICLE III TERMS OF THE SERIES 2016C BONDS**

Section 3.1. Name, Amount, Purpose, Authorization. The City of Pearland, Texas Water and Sewer System Revenue Bonds, Series 2016C shall be issued in fully registered form, without coupons, in the aggregate principal amount of Fifty Million One Hundred Thousand Dollars (\$50,100,000) for the purposes of (i) constructing certain repairs, improvements, additions and extensions to the System, and (ii) payment of expenses of issuance of the Series 2016C Bonds, all under and pursuant to the authority of the Act and all other applicable law.

Section 3.2. Numbers, Date and Denomination. The Series 2016C Bonds shall be initially issued bearing the numbers, in the principal amounts and bearing interest at the rates set forth in Section 3.3 hereof. The Series 2016C Bonds shall be dated as of July 28, 2016 and shall be issued in denominations of \$5,000 of principal amount or any integral multiple thereof.

Section 3.3. Interest Payment Dates, Interest Rates and Maturities. The Series 2016C Bonds shall bear interest from the later of the date of delivery of the Series 2016C Bonds to the Purchaser, or the most recent Interest Payment Date to which interest has been paid or duly provided for, at the rate or rates per annum set forth below, calculated on the basis of a 360-day

year composed of twelve 30-day months and payable semiannually on March 1 and September 1 of each year, commencing March 1, 2017, until maturity or prior redemption.

The Series 2016C Bonds shall mature and become payable on the dates and in the respective principal amounts set forth below, subject to prior redemption as set forth in this Ordinance:

<u>Bond Number</u>	<u>Maturity (09/01)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
R-1	2017	\$1,860,000	0.000%
R-2	2018	1,860,000	0.000
R-3	2019	1,860,000	0.000
R-4	2020	1,860,000	0.000
R-5	2021	1,855,000	0.000
R-6	2022	1,700,000	0.000
R-7	2023	1,700,000	0.090
R-8	2024	1,700,000	0.200
R-9	2025	1,700,000	0.320
R-10	2026	1,700,000	0.430
R-11	2027	1,700,000	0.540
R-12	2028	1,700,000	0.590
R-13	2029	1,700,000	0.640
R-14	2030	1,700,000	0.700
R-15	2031	1,700,000	0.760
R-16	2032	1,700,000	0.820
R-17	2033	1,700,000	0.870
R-18	2034	1,700,000	0.920
R-19	2035	1,700,000	0.960
R-20	2036	1,700,000	1.000
R-21	2037	1,700,000	1.020
R-22	2038	1,700,000	1.040
R-23	2039	1,700,000	1.060
R-24	2040	1,700,000	1.070
R-25	2041	1,700,000	1.080
R-26	2042	1,700,000	1.090
R-27	2043	1,700,000	1.100
R-28	2044	1,700,000	1.110
R-29	2045	1,705,000	1.120

Section 3.4. Redemption Prior to Maturity.

(a) *Optional Redemption* - The City reserves the right, at its option, to redeem prior to maturity Series 2016C Bonds maturing on or after September 1, 2026, in inverse order of maturity, in whole or in part, in principal installments of \$5,000 or any integral multiple thereof, on September 1, 2025, or any date thereafter, at a price equal to the

principal amount of the Series 2016C Bonds or portions thereof called for redemption plus accrued interest to the date of redemption.

(b) Series 2016C Bonds may be redeemed only in integral multiples of \$5,000 of principal amount. If a Series 2016C Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Series 2016C Bond may be redeemed, but only in integral multiples of \$5,000. In selecting portions of Series 2016C Bonds for redemption, the Registrar shall treat each Series 2016C Bond as representing that number of Series 2016C Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Series 2016C Bond by \$5,000. Upon surrender of any Series 2016C Bond for redemption in part, the Registrar, in accordance with Section 3.13 hereof, shall authenticate and deliver in exchange therefor a Series 2016C Bond or Bonds of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Series 2016C Bond so surrendered.

(c) Not less than thirty (30) days prior to a redemption date for the Series 2016C Bonds, a notice of redemption will be sent by U.S. mail, first class postage prepaid, in the name of the City to each Owner of a Series 2016C Bond to be redeemed in whole or in part at the address of such Owner appearing on the Register at the close of business on the Business Day next preceding the date of mailing. Such notices shall state the redemption date, the redemption price, the place at which Series 2016C Bonds are to be surrendered for payment and, if less than all Series 2016C Bonds outstanding are to be redeemed, the numbers of Series 2016C Bonds or portions thereof to be redeemed. Any notice of redemption so mailed as provided in this Section will be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Registrar for payment of the redemption price of the Series 2016C Bonds or portions thereof to be redeemed. When Series 2016C Bonds have been called for redemption in whole or in part and notice of redemption has been given as herein provided, the Series 2016C Bonds or portions thereof so redeemed shall no longer be regarded to be outstanding, except for the purpose of receiving payment solely from the funds so provided for redemption, and interest which would otherwise accrue or compound after the redemption date on any Series 2016C Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

Section 3.5. Manner of Payment, Characteristics, Execution and Authentication. The Paying Agent/Registrar shall be the paying agent for the Series 2016C Bonds. The Series 2016C Bonds shall be payable, shall have the characteristics, shall be signed and executed, shall be sealed, and shall be authenticated, all as provided Form of Bond included as Exhibit A to this Ordinance. The Series 2016C Bonds initially delivered shall also have attached or affixed to each such Series 2016C Bond the registration certificate of the Comptroller of Public Accounts of the State of Texas.

The Series 2016C Bonds shall be signed on behalf of the City by the Mayor and countersigned by the City Secretary by their manual, lithographed, or facsimile signatures thereon. Such facsimile signature on the Series 2016C Bonds shall have the same effect as if each of the Series 2016C Bonds had been signed manually and in person by each of said

officials. If any officer of the City whose manual or facsimile signature shall appear on the Series 2016C Bonds, as provided in the Form of Bond included as Exhibit A hereto, shall cease to be such officer before the authentication of the Series 2016C Bonds or before the delivery of the Series 2016C Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

The approving legal opinion of Andrews Kurth LLP, Houston, Texas, Bond Counsel, may be printed on the Series 2016C Bonds over the certification of the City Secretary, which may be executed in facsimile. CUSIP numbers also may be printed on the Series 2016C Bonds, but errors or omissions in the printing of either the opinion or the numbers shall have no effect on the validity of the Series 2016C Bonds.

Section 3.6. Approval by Attorney General; Registration by Comptroller. The Initial Series 2016C Bond shall be delivered to the Attorney General of the State of Texas for examination and approval and shall be registered by the Comptroller of Public Accounts of the State of Texas. The manually executed registration certificate of such Comptroller substantially in the form provided in Exhibit A of this Ordinance shall be affixed or attached to the Initial Series 2016C Bonds.

Section 3.7. Authentication. Except for the Series 2016C Bonds to be initially issued, which need not be authenticated, only such Series 2016C Bonds as shall bear thereon a certificate of authentication substantially in the form provided in Exhibit A of this Ordinance, manually executed by an authorized representative of the Paying Agent/Registrar, shall be entitled to the benefits of this Ordinance or shall be valid or obligatory for any purpose. Such duly executed certificate of authentication shall be conclusive evidence that the Series 2016C Bond so authenticated was delivered by the Paying Agent/Registrar hereunder.

Section 3.8. Special Record Date. If interest on any Series 2016C Bond is not paid on any Interest Payment Date and continues unpaid for 30 days thereafter, the Paying Agent/Registrar shall establish a new record date for the payment of such interest, to be known as a "Special Record Date." The Paying Agent/Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the City. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each Registered Owner of an affected Series 2016C Bond as of the close of business on the day prior to the mailing of such notice.

Section 3.9. Ownership. Subject to the further provisions of this Section, the City, the Paying Agent/Registrar, and any other person may treat the person in whose name any Series 2016C Bond is registered on the Register as the absolute Owner of such Series 2016C Bond for the purpose of making and receiving payment of the principal of or interest on such Series 2016C Bond, and for all other purposes, whether or not such Series 2016C Bond is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Series 2016C Bond in accordance with this Section 3.9 shall be valid and effectual and shall discharge the liability of

the City and the Paying Agent/Registrar upon such Series 2016C Bond to the extent of the sums paid.

Section 3.10. Book-Entry Only System. The definitive Series 2016C Bonds shall be initially issued in the form of a separate single fully registered Series 2016C Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Series 2016C Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.12 hereof, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Owner at the close of business on the Record Date, the word “Cede & Co.” in this Ordinance shall refer to such new nominee of DTC.

With respect to Series 2016C Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Series 2016C Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Series 2016C Bonds, (b) the delivery to any DTC Participant or any other person, other than a Registered Owner of a Series 2016C Bond, as shown on the Register, of any notice with respect to the Series 2016C Bonds, including any notice of redemption or (c) the payment to any DTC Participant or any other person, other than a Registered Owner of a Series 2016C Bond as shown in the Register, of any amount with respect to principal of Series 2016C Bonds, premium, if any, or interest on the Series 2016C Bonds.

Except as provided in Section 3.11 of this Ordinance, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Series 2016C Bond is registered in the Register as the absolute owner of such Series 2016C Bond for the purpose of payment of principal of, premium, if any, and interest on Series 2016C Bonds, for the purpose of giving notices of redemption and other matters with respect to such Series 2016C Bond, for the purpose of registering transfer with respect to such Series 2016C Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of Series 2016C Bonds, premium, if any, and interest on the Series 2016C Bonds only to or upon the order of the respective owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City’s obligations with respect to payment of principal of, premium, if any, and interest on the Series 2016C Bonds to the extent of the sum or sums so paid. No person other than an owner shall receive a Series 2016C Bond evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance.

Section 3.11. Payments and Notices to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, as long as any Series 2016C Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on the Series 2016C Bonds, and all notices with respect to such

Series 2016C Bonds shall be made and given, respectively, in the manner provided in the representation letter of the City to DTC.

Section 3.12. Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the City to DTC, and that it is in the best interest of the beneficial owners of the Series 2016C Bonds that they be able to obtain certificated Series 2016C Bonds, the City or the Paying Agent/Registrar shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC of the appointment of such successor securities depository and transfer one or more separate Series 2016C Bonds to such successor securities depository or (b) notify DTC of the availability through DTC of Series 2016C Bonds and transfer one or more separate Series 2016C Bonds to DTC Participants having Series 2016C Bonds credited to their DTC accounts. In such event, the Series 2016C Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names a Registered Owner of a Series 2016C Bond transferring or exchanging Series 2016C Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 3.13. Registration, Transfer, and Exchange. The Paying Agent/Registrar shall keep the Register at its principal corporate trust office and, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Series 2016C Bonds in accordance with the terms of this Ordinance.

Each Series 2016C Bond shall be transferable only upon the presentation and surrender thereof at the principal corporate trust office of the Paying Agent/Registrar, duly endorsed for transfer, or accompanied by an assignment duly executed by the Registered Owner or his authorized representative in form satisfactory to the Paying Agent/Registrar. Upon due presentation of any Series 2016C Bond in proper form for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, within three (3) Business Days after such presentation, a new Series 2016C Bond or Series 2016C Bonds, registered in the name of the transferee or transferees, in the same maturity and aggregate principal amount and bearing interest at the same rate as the Series 2016C Bond or Series 2016C Bonds so presented.

All Series 2016C Bonds shall be exchangeable upon presentation and surrender thereof at the principal corporate trust office of the Paying Agent/Registrar for a Series 2016C Bond or Series 2016C Bonds of the same maturity in any authorized denomination and interest rate, in an aggregate amount equal to the unpaid principal amount of the Series 2016C Bond or Series 2016C Bonds presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Series 2016C Bonds in accordance with the provisions of this Section 3.11. Each Series 2016C Bond delivered in accordance with this Section 3.11 shall be entitled to the benefits and security of this Ordinance to the same extent as the Series 2016C Bond or Series 2016C Bonds in lieu of which such Series 2016C Bond is delivered.

The City or the Paying Agent/Registrar may require the Owner of any Series 2016C Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Series 2016C Bond. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the City.

The Paying Agent/Registrar shall not be required to transfer or exchange any Series 2016C Bond called for redemption in whole or in part during the forty-five (45) day period immediately prior to the date fixed for redemption; provided, however, that this restriction shall not apply to the transfer or exchange by the Registered Owner of the unredeemed portion of a Series 2016C Bond called for redemption in part.

Section 3.14. Cancellation of Series 2016C Bonds. All Series 2016C Bonds paid or redeemed in accordance with this Ordinance, and all Series 2016C Bonds in lieu of which exchange Series 2016C Bonds or replacement Series 2016C Bonds are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment or redemption. The Paying Agent/Registrar shall furnish the City with appropriate certificates of destruction of such Series 2016C Bonds.

Section 3.15. Mutilated, Lost, or Stolen Series 2016C Bonds. Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Series 2016C Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Series 2016C Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Paying Agent/Registrar.

If any Series 2016C Bond is lost, apparently destroyed, or wrongfully taken, the City, pursuant to the applicable laws of the State of Texas, and in the absence of notice or knowledge that such Series 2016C Bond has been acquired by a bona fide purchaser, shall execute and the Paying Agent/Registrar shall authenticate and deliver, a replacement Series 2016C Bond of like maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner thereof shall have:

- (a) furnished to the City and the Paying Agent/Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Series 2016C Bond;
- (b) furnished such security or indemnity as may be required by the Paying Agent/Registrar and the City to save them harmless;
- (c) paid all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar, and any tax or other governmental charge that may be imposed; and
- (d) met any other reasonable requirements of the City and the Paying Agent/Registrar.

If, after the delivery of such replacement Series 2016C Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Series 2016C Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Series 2016C Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed, or wrongfully taken Series 2016C Bond has become or is about to become due and payable, the City in its discretion may, instead of issuing a replacement Series 2016C Bond, authorize the Paying Agent/Registrar to pay such Series 2016C Bond.

Each replacement Series 2016C Bond delivered in accordance with this Section 3.13 shall be entitled to the benefits and security of this Ordinance to the same extent as the Series 2016C Bond or Series 2016C Bonds in lieu of which such replacement Series 2016C Bond is delivered.

#### **ARTICLE IV FORM OF SERIES 2016C BONDS AND CERTIFICATES**

Section 4.1. Forms. The form of the Series 2016C Bonds, including the form of the Paying Agent/Registrar's Authentication Certificate, the form of Assignment, the form of the Comptroller's Registration Certificate and the form of the Statement of Insurance, if any, which shall be attached or affixed to the Initial Series 2016C Bonds, shall be, respectively, as described in Exhibit A to this Ordinance, with such additions, deletions, and variations as may be necessary or desirable and not prohibited by this Ordinance.

Section 4.2. Legal Opinion; CUSIP Numbers. The approving legal opinion of Andrews Kurth LLP, Houston, Texas, Bond Counsel, may be printed on the Series 2016C Bonds over the certification of the City Secretary, which may be executed in facsimile. CUSIP numbers also may be printed on the Series 2016C Bonds, but errors or omissions in the printing of either the opinion or the numbers shall have no effect on the validity of the Series 2016C Bonds.

#### **ARTICLE V SECURITY AND SOURCE OF PAYMENT FOR THE BONDS**

Section 5.1. Pledge and Source of Payment. The City hereby covenants and agrees that Gross Revenues of the System shall, as collected and received by the City, be deposited and paid into the special funds hereinafter established, and shall be applied in the manner hereinafter set forth, in order to provide for the payment of all Maintenance and Operation Expenses and to provide for the payment of principal of, interest on and any redemption premiums on the Bonds and all expenses of paying same; and to provide for the disposition of the remaining Net Revenues. The Bonds shall constitute special obligations of the City that shall be payable solely from and shall be equally and ratably secured by a first lien on and pledge of the Net Revenues as collected and received by the City from the operation and ownership of the System, which Net

Revenues shall, in the manner herein provided, be set aside for and are hereby pledged to the payment of the Bonds in the Interest and Sinking Fund and the Reserve Fund as hereinafter provided, and the Bonds shall be, in all respects, on a parity with and of equal dignity with one another. The Owners of the Bonds shall never have the right to demand payment of either the principal of, interest on or any redemption premium on the Bonds out of any funds raised or to be raised by taxation.

Section 5.2. Rates and Charges. So long as any Bonds remain Outstanding, the City shall fix, charge and collect rates and charges for the use and services of the System which are calculated to be fully sufficient to produce Net Revenues in each Fiscal Year at least equal to 115% of the principal and interest requirements scheduled to occur in such Fiscal Year on all Bonds then Outstanding, plus an amount equal to the sum of all deposits required to be made to the Reserve Fund in such Fiscal Year (but in no event shall Net Revenues ever be less than the amount required to establish and maintain the Interest and Sinking Fund and the Reserve Fund as hereinafter provided) and, to the extent that funds for such purpose are not otherwise available, to pay all other outstanding obligations payable from the Net Revenues of the System, including all amounts owed by the City to a provider of a Surety Policy, if any, as and when the same become due. For the purpose of complying with its obligation to fix, charge and collect rates and charges, as herein provided, the City shall be entitled to rely on the certificate described in Section 6.1 of this Ordinance, as therein provided, in determining the amount of interest anticipated to be paid in respect of Bonds bearing interest at a variable rate.

The City will not grant or permit any free service from the System, except for public buildings and institutions operated by the City. In addition, the City will not grant or permit any free service from the System permitted by the previous sentence if to do so would violate any condition or covenant to which the City is bound in connection with any federal grant agreement or otherwise.

Section 5.3. Special Funds. The following “Special Funds” shall be established, maintained and accounted for as hereinafter provided so long as any of the Bonds remain Outstanding:

- (a) Revenue Fund;
- (b) Interest and Sinking Fund; and
- (c) Reserve Fund.

All of such Funds shall be maintained as separate accounts on the books of the City. The Interest and Sinking Fund and the Reserve Fund shall constitute trust funds which shall be held in trust for the Owners of the Bonds and the proceeds of which shall be pledged to the payment of the Bonds. All of the Funds named above shall be used solely as herein provided so long as any Bonds remain Outstanding.

Section 5.4. Flow of Funds. Gross Revenues of the System shall be deposited as collected into the Revenue Fund. Moneys from time to time on deposit to the credit of the Revenue Fund shall be applied in the following manner and in the following order of priority:

(a) First, to pay Maintenance and Operation Expenses and to provide by encumbrance for the payment of all obligations incurred by the City for Maintenance and Operation Expenses and to establish and maintain an operating reserve equal to one month's estimated Maintenance and Operation Expenses;

(b) Second, to make all deposits into the Interest and Sinking Fund required by any ordinance authorizing the issuance of Bonds;

(c) Third, to reimburse the provider of a Surety Bond any amounts advanced under such Surety Bond;

(d) Fourth, to pay interest to any provider of a Surety Bond any amounts advanced under such Surety Bond;

(e) Fifth, to make all deposits into the Reserve Fund required by any ordinance authorizing the issuance of Bonds;

(f) Sixth, to make all deposits, as may be required by any ordinance of the City authorizing the issuance of certain Subordinate Lien Obligations described in Section 6.2 hereof, in order to provide for the payment of and security for such Subordinate Lien Obligations; and

(g) Seventh, for any lawful purpose.

Section 5.5. Interest and Sinking Fund. On or before the last Business Day of each month so long as any Bonds remain Outstanding, after making all required payments and provision for payment of Maintenance and Operation Expenses, there shall be transferred into the Interest and Sinking Fund from the Revenue Fund the following amounts:

(a) Such amounts, in approximately equal monthly installments, as will be sufficient to accumulate the amount required to pay the interest scheduled to become due on the Bonds on the next Interest Payment Date; and

(b) Such amounts, in approximately equal monthly installments, as will be sufficient to accumulate the amount required to pay the next maturing principal of the Bonds (i.e., the principal amount payable on the next September 1), including the principal amounts of, and any redemption premiums on, any Bonds payable as a result of the operation or exercise of any mandatory or optional redemption provision contained in any ordinance authorizing the issuance of Bonds.

Whenever the total amounts on deposit to the credit of the Interest and Sinking Fund and the Reserve Fund shall be equivalent to the sum of the aggregate principal amount of all Outstanding Bonds plus the aggregate amount of all interest accrued and to accrue thereon, no further payments need be made into the Interest and Sinking Fund or the Reserve Fund, and such Bonds shall not be regarded as being Outstanding except for the purpose of being paid with the moneys on deposit in such Funds.

Moneys deposited to the credit of the Interest and Sinking Fund shall be used solely for the purpose of paying principal (at maturity, prior redemption or tender, or to purchase Bonds in the open market to be credited against mandatory redemption requirements), interest and redemption premiums on the Bonds, plus all bank charges and other costs and expenses relating to such payment.

On or before each date principal becomes due and/or each Interest Payment Date on the Bonds, the City shall transfer from the Interest and Sinking Fund to the Paying Agent for the Bonds an amount equal to the principal of, interest on and any redemption premiums payable on the Bonds on such date, together with an amount equal to all bank charges and other costs and expenses relating to such payment. The Paying Agent shall destroy all paid Bonds and shall provide the City with an appropriate certificate of destruction.

Section 5.6. Reserve Fund. On or before the last Business Day of each month so long as any Bonds remain Outstanding, after making all required payments and provision for payment of Maintenance and Operation Expenses and after making all required transfers into the Interest and Sinking Fund, there shall be transferred into the Reserve Fund from the Revenue Fund amounts equal to one-sixtieth (1/60th) of the Average Annual Principal and Interest Requirements on the Bonds unless or until there has been accumulated in the Reserve Fund money and investments in an aggregate amount at least equal to the Average Annual Principal and Interest Requirements on the Bonds; provided that additional deposits into the Reserve Fund sufficient to provide for the increased reserve requirements resulting from the issuance of any Additional Bonds shall be made by not later than 60 months from the date of issuance of such Additional Bonds as required by Section 6.1(d) hereof. Such additional deposits into the Reserve Fund in connection with the issuance of any Additional Bonds shall be made each month in amounts equal to one-sixtieth (1/60th) of the Average Annual Principal and Interest Requirements on the Bonds and such Additional Bonds. After such amount has accumulated in the Reserve Fund and so long thereafter as such fund contains such amount, no further deposits shall be required to be made into the Reserve Fund, and any excess amounts in the Fund may be transferred to the Revenue Fund; but if and whenever the balance in the Reserve Fund is reduced below such amount, monthly deposits into such Fund shall be resumed and continued in amounts at least equal to one-twelfth (1/12th) of the Average Annual Principal and Interest Requirements on the Bonds until the Reserve Fund has been restored to such amount. The Reserve Fund shall be used to pay the principal of and interest on the Bonds at any time when there is not sufficient money available in the Interest and Sinking Fund for such purpose and it may be used finally to pay and retire the last Bonds to mature or be redeemed.

The requirements of the immediately preceding paragraph of this Section notwithstanding, the City may provide a Surety Policy or Policies issued in amounts equal to all or part of the Average Annual Principal and Interest Requirements on the Bonds in lieu of depositing cash into the Reserve Fund; provided, however, that no such Surety Policy may be so substituted unless (i) the ordinance authorizing the substitution of the Surety Policy for all or part of the Average Annual Principal and Interest Requirements on the Bonds contains a finding that such substitution is cost effective and (ii) the City obtains an opinion of nationally recognized bond counsel that such substitution is permitted by applicable Texas law then in effect. If a Surety Policy or Policies are issued in accordance with the preceding sentence, such Surety Policy or Policies shall be drawn upon and reimbursed on a pro rata basis.

In the event a Surety Policy issued to satisfy all or a part of the City's obligation with respect to the Reserve Fund causes the amount then on deposit in the Reserve Fund to exceed the Average Annual Principal and Interest Requirements on all Bonds, the City may transfer such excess amount to any fund or funds established for the payment of or security for Bonds or any Subordinate Lien Obligations (including any escrow established for the final payment of any such obligations pursuant to Chapter 1207, Texas Government Code); provided, however, that no funds constituting bond proceeds shall be transferred for the benefit of the Subordinate Lien Obligations.

Section 5.7. Deficiencies in Funds. If in any month there shall not be deposited into any fund maintained pursuant to this Article the full amounts required hereinabove, amounts equivalent to such deficiency shall be set apart and paid into such Special Fund or Funds from the first available and unallocated moneys in the Revenue Fund, and such payment shall be in addition to the amounts otherwise required to be paid into such Funds during any succeeding month or months. To the extent necessary, the rates and charges for the System shall be increased to make up for any such deficiencies.

Section 5.8. Investment of Funds; Transfer of Investment Income.

(a) Money in the Revenue Fund, the Interest and Sinking Fund and the Reserve Fund may, at the option of the City, be invested in time deposits or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities of the United States of America or as otherwise permitted by state law; provided that all such deposits and investments shall be made in such manner (which may include repurchase agreements for such investments with any national bank) that the money required to be expended from any Special Fund will be available at the proper time or times, and provided further that in no event shall such deposits or investments of moneys in the Reserve Fund mature later than the final maturity date of the Bonds. All such investments shall be valued in terms of current market value no less frequently than the last Business Day of the City's Fiscal Year, except that any direct obligations of the United States of America - State and Local Government Series shall be continuously valued at their par value or principal face amount. Any obligation in which money is so invested shall be kept and held in an official depository of the City, except as hereinafter provided. For purposes of maximizing investment returns, money in such funds may be invested, together with money in other funds or with other money of the City, in common investments of the kind described above, or in a common pool of such investments which shall be kept and held at an official depository of the City, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such fund are held by or on behalf of each such fund. If necessary, such investments shall be promptly sold to prevent any default.

(b) All interest and income derived from such deposits and investments shall be credited monthly to the Special Fund from which such investment was made.

Section 5.9. Security for Uninvested Funds. So long as any Bonds remain Outstanding, all uninvested moneys on deposit in, or credited to, the Revenue Fund, the Interest and Sinking Fund and the Reserve Fund shall be secured by the pledge of security as provided by law for cities in the State of Texas.

## **ARTICLE VI ADDITIONAL BONDS**

Section 6.1. Additional Bonds. The City reserves the right to issue, for any lawful purpose, including the refunding of any previously issued Bonds or any other bonds or obligations of the City issued in connection with the System or payable from Net Revenues, one or more series of Additional Bonds on a parity with the Outstanding Bonds and any Additional Bonds then Outstanding, payable from, and secured by a first lien on, the Net Revenues of the System; provided, however, that no Additional Bonds may be issued unless:

(a) All Additional Bonds shall mature only on September 1 and interest thereon shall be payable only on March 1 and September 1;

(b) The Interest and Sinking Fund and the Reserve Fund each contains the amount of money then required to be on deposit therein;

(c) For either the preceding Fiscal Year or any consecutive 12-month period out of the 15-month period immediately preceding the month in which the bond ordinance authorizing such Additional Bonds is adopted (the "Base Period") either:

(1) Net Revenues are certified by the Director of Finance of the City to have been equal to at least one hundred and forty percent (140%) of the Average Annual Principal and Interest Requirements on all Bonds, after giving effect to the issuance of the Additional Bonds to be issued; or

(2) Net Revenues, adjusted to give effect to any rate increase or annexation of territory placed into effect or consummated prior to the adoption of the ordinance authorizing the Additional Bonds to the same extent as if such rate increase or annexation had been placed into effect or consummated prior to the commencement of the Base Period, would have been equal to at least the amount required in paragraph (1) above, as certified by an independent consulting engineer or independent firm of consulting engineers;

Provided, however, that this requirement shall not apply to the issuance of any series of Additional Bonds for refunding purposes that will not have the result of increasing the average annual principal and interest requirements on the Bonds; and

(d) Provision is made in the bond ordinance authorizing the Additional Bonds then proposed to be issued for (1) additional payments into the Interest and Sinking Fund sufficient to provide for the payment of the increased principal of and interest on the Bonds resulting from the issuance of such Additional Bonds, and (2) additional payments into the Reserve Fund sufficient to provide for the accumulation therein of the increased

reserve requirement resulting from the issuance of such Additional Bonds, by not later than sixty (60) months from the date of issuance of such Additional Bonds.

The provisions of this Section 6.1(a) notwithstanding, the City may issue Additional Bonds that bear interest at a variable rate. Such variable rate bonds may mature on dates other than September 1 and interest thereon may be payable on dates other than March 1 or September 1; provided that the issuance of Additional Bonds as variable rate bonds may not cause the total amount of Outstanding Bonds that are variable rate bonds to exceed 50% (20% as long as the *Series 1999 Bonds* shall remain outstanding) of the aggregate principal amount of all Outstanding Bonds and Subordinate Lien Obligations at the time of such issuance. For purposes of calculating the funding requirements for the Reserve Fund and for the purposes of calculating compliance with the conditions precedent to the issuance of Additional Bonds pursuant to Section 6.1(c) and the rate covenant set forth in Section 5.2, any Bonds that are variable rate bonds shall be assumed to bear interest at a rate which shall be estimated and certified by the financial advisor to the City as the rate that would be borne by such variable rate bonds if they were at the date of such certification issued as Bonds bearing a fixed rate of interest to their scheduled maturity or maturities.

Section 6.2. Subordinate Lien Obligations. The City reserves the right to issue, for any lawful purpose, bonds, notes or other obligations secured in whole or in part by liens on the Net Revenues that are junior and subordinate to the lien on Net Revenues securing payment of the Bonds. Such Subordinate Lien Obligations may be further secured by any other source of payment lawfully available for such purposes. In the event that the City should decide to issue such Subordinate Lien Obligations as variable rate bonds, for purposes of calculating the funding requirements for the reserve fund for such Subordinate Lien Obligations, the variable rate bonds shall be assumed to bear interest at the rate of 10% per annum, and for purposes of calculating compliance with any conditions precedent to the issuance of additional Subordinate Lien Obligations and any rate covenants relating to such Subordinate Lien Obligations, the variable rate bonds shall be assumed to bear interest at the higher of 9% per annum or the highest variable rate over the preceding twenty-four (24) months.

Deposits may be made pursuant to Section 5.4(f) of this Ordinance into such funds as may be created and maintained for the payment of and security for Subordinate Lien Obligations described in this Section (including a reserve fund not to exceed the Average Annual Principal and Interest Requirements on such Subordinate Lien Obligations and any provisions for curing deficiencies in such funds), but only to the extent that the aggregate Outstanding principal amount of such Subordinate Lien Obligations does not exceed 50% of the aggregate principal amount of Bonds and Subordinate Lien Obligations Outstanding on the date of such calculation.

Section 6.3. Special Project Bonds. The City reserves the right to issue revenue bonds secured by liens on and pledges of revenues and proceeds derived from Special Projects.

**ARTICLE VII  
COVENANTS AND PROVISIONS  
RELATING TO BONDS**

Section 7.1. Punctual Payment of Bonds. The City covenants that it will punctually pay or cause to be paid the interest on and principal of all Bonds according to the terms thereof and will faithfully do and perform, and at all times fully observe, any and all covenants, undertakings, stipulations and provisions contained in this Ordinance and in any other ordinance authorizing the issuance of such Bonds.

Section 7.2. Power to Own and Operate System; Ratemaking Power. The City covenants that it has all necessary power and authority to own and operate the System as herein described and provided and that it possesses, and shall exercise, all necessary power and authority to establish, fix, increase, impose and collect rates and charges for the use and services of the System in the amounts required to comply with the covenants and provisions contained herein.

Section 7.3. Maintenance of System. So long as any Bonds remain Outstanding, the City covenants that it will at all times maintain the System, or within the limits of its authority cause the same to be maintained, in good condition and working order and will operate the same, or cause the same to be operated, in an efficient and economical manner at a reasonable cost and in accordance with sound business principles. In operating and maintaining the System, the City will comply with all contractual provisions and agreements entered into by it and with all valid rules, regulations, directions or orders of any governmental, administrative or judicial body promulgating same, noncompliance with which would materially and adversely affect the operation of the System.

Section 7.4. Sale or Encumbrance of System. So long as any Bonds remain Outstanding, the City covenants that it will not sell, dispose of or, except as permitted in Article VI, further encumber the System; provided, however, that this provision shall not prevent the City from disposing of any portion of the System which is being replaced or is deemed by the City to be obsolete, worn out, surplus or no longer needed for the proper operation of the System. Net proceeds from any such disposition may be deposited in the Revenue Fund and, notwithstanding any other provision contained herein, shall be used only for System purposes. Any agreement pursuant to which the City contracts with a person, corporation, municipal corporation or political subdivision to operate the System or to lease and/or operate all or part of the System shall not be considered as an encumbrance of the System.

Section 7.5. Insurance. The City covenants that it will keep the System insured with insurers of good standing, against risks, accidents or casualties against which and to the extent customarily insured against by political subdivisions of the State of Texas operating similar properties, to the extent that such insurance is available. All net proceeds of such insurance shall be applied to repair or replace any insured property that is damaged or destroyed, or shall be deposited in the Revenue Fund, or shall be used to redeem Outstanding Bonds. The cost of all such insurance, together with any additional insurance, shall be a part of the Maintenance and Operation Expenses.

Section 7.6. Accounts, Records and Audits. So long as any Bonds remain Outstanding, the City covenants that it will maintain a proper and complete system of records and accounts pertaining to the operation of the System in which full, true and proper entries will be made of all dealings, transactions, business and affairs which in any way affect or pertain to the System or the Gross Revenues or the Net Revenues thereof. The City shall, after the close of each Fiscal Year, prepare financial statements of the System, and have those financial statements audited by an independent certified public accountant or independent firm of certified public accountants. After the audit, the City shall furnish a copy of these audited financial statements, together with the independent certified public accountant's report thereon, without cost, to the Municipal Advisory Council of Texas, the major municipal rating agencies, and any Owners of Bonds who shall request the same. All expenses incurred in preparing such audits shall be Maintenance and Operation Expenses.

Section 7.7. Competition. To the extent it legally may, the City covenants that it will not grant any franchise or permit for the acquisition, construction or operation of any competing facilities which might be used as a substitute for the System and will prohibit the operation of any such competing facilities to the extent that such competing facilities would impair the City's ability to pay principal of or interest on the Bonds.

Section 7.8. Pledge and Encumbrance of Net Revenues. The City covenants that it has the lawful power to create a lien on and to pledge the Net Revenues to secure the payment of the Bonds, and has lawfully exercised such power under the Constitution and laws of the State of Texas. The City further covenants that, other than to the payment of the Bonds, the Net Revenues are not and will not be made subject to any other lien, pledge or encumbrance to secure the payment of any debt or obligation of the City, unless such lien, pledge or encumbrance is junior and subordinate to the lien and pledge securing payment of the Bonds.

Section 7.9. Covenants with Respect to Certain Assumed Water District Bonds. So long as any Bonds remain Outstanding, the City covenants as follows:

(a) To the extent it legally may, the City will impose, and strictly enforce, the requirement upon all water districts located within the City's extraterritorial jurisdiction that any bonds issued by such water districts which are secured in whole or in part by pledges of or liens on water or sewer system revenues shall provide that all such pledges of and liens on water or sewer system revenues shall automatically terminate upon the annexation and dissolution of the district by the City;

(b) The City shall use its best efforts to redeem, refund or defease all annexed water district bonds assumed by the City which by their own terms are secured in whole or in part by pledges of or liens on water or sewer system revenues which do not terminate upon annexation and dissolution by the City of such water district, or otherwise to provide for the discharge of such pledges or liens on water or sewer system revenues; and

(c) Pursuant to Section 43.075, Texas Local Government Code (successor to Article 1182c-1, Vernon's Texas Civil Statutes, as amended), the City shall, unless it has theretofore made adequate provision for the payment thereof, annually levy and cause to

be collected taxes upon all taxable property of the City sufficient to pay principal of and interest, as they respectively become due and payable, on all assumed bonds, warrants and other obligations that were issued by water districts that have been annexed to, and dissolved by, the City, and which are by their own terms secured in whole or in part by a lien on or pledge of water or sewer system revenues which did not terminate upon the annexation and dissolution by the City of such water district.

Section 7.10. Registered Owners' Rights and Remedies. This Ordinance shall constitute a contract between the City and the Owners of the Series 2016C Bonds from time to time Outstanding and this Ordinance shall be and remain irrevocable until the Series 2016C Bonds and the interest thereon shall be fully paid or discharged or provision therefor shall have been made as provided herein. In the event of a default in the payment of the principal of or interest on any of the Series 2016C Bonds or a default in the performance of any duty or covenant provided by law or in this Ordinance, the Owner or Owners of any of the Series 2016C Bonds may pursue all legal remedies afforded by the Constitution and laws of the State of Texas to compel the City to remedy such default and to prevent further default or defaults. Without in any way limiting the generality of the foregoing, it is expressly provided that any Owner of any of the Series 2016C Bonds may at law or in equity, by suit, action, mandamus, or other proceedings, enforce and compel performance of all duties required to be performed by the City under this Ordinance, including the making and collection of reasonable and sufficient rates and charges for the use and services of the System, the deposit of the revenues thereof into the Special Funds herein provided, and the application of such revenues in the manner required in this Ordinance.

Section 7.11. Defeasance. The City may defease the provisions of this Ordinance and discharge its obligations to the Registered Owners of any or all of the Series 2016C Bonds to pay the principal of and interest thereon in any manner now or hereafter permitted by law, including by depositing with the Paying Agent/Registrar or with the State Treasurer of the State of Texas either:

(a) cash in an amount equal to the principal amount of such Series 2016C Bonds plus interest thereon to the date of maturity or redemption; or

(b) pursuant to an escrow or trust agreement, cash and/or (i) direct noncallable obligations of United States of America, including obligations that are unconditionally guaranteed by the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; or (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, which, in the case of (i), (ii) or (iii), may be in book-entry form, and the principal of and interest on which will, when due or redeemable at the option of the

holder, without further investment or reinvestment of either the principal amount thereof or the interest earnings thereon, provide money in an amount which, together with other moneys, if any, held in such escrow at the same time and available for such purpose, shall be sufficient to provide for the timely payment of the principal of and interest thereon to the date of maturity or earlier redemption;

provided, however, that if any of the Series 2016C Bonds are to be redeemed prior to their respective dates of maturity, provision shall have been made for giving notice of redemption as provided in this Ordinance. Upon such deposit, such Series 2016C Bonds shall no longer be regarded to be Outstanding or unpaid. Any surplus amounts not required to accomplish such defeasance shall be returned to the City.

Section 7.12. Legal Holidays. In any case where the date of maturity of interest on or principal of the Series 2016C Bonds or the date fixed for redemption of any Series 2016C Bonds shall be in the City a legal holiday or a day on which the Paying Agent/Registrar for the Series 2016C Bonds is authorized by law to close, then payment of interest or principal need not be made on such date but may be made on the next succeeding day not in the City a legal holiday or a day on which such Paying Agent Registrar is authorized by law to close with the same force and effect as if made on the date of maturity or the date fixed for redemption and no interest shall accrue for the period from the date of maturity or redemption to the date of actual payment.

Section 7.13. Unavailability of Authorized Publication. If, because of the temporary or permanent suspension of any newspaper, journal or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Ordinance shall be given in such other manner and at such time or times as in the judgment of the City or of the Paying Agent/Registrar (or paying agent) for the Series 2016C Bonds shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Ordinance be deemed to be in compliance with the requirements for publication thereof.

Section 7.14. No Recourse Against City Officials. No recourse shall be had for the payment of principal of or interest on any Series 2016C Bonds or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Series 2016C Bonds.

Section 7.15. Amendment to Ordinance. The City may, with the consent of Owners holding a majority in aggregate principal amount of the Bonds then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Owners of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required to be held by Owners for consent to any such amendment, addition, or rescission.

**ARTICLE VIII  
CONCERNING THE PAYING AGENT/REGISTRAR**

Section 8.1. Acceptance. Wells Fargo Bank, N.A., Minneapolis, Minnesota, is hereby appointed as the initial Paying Agent/Registrar for the Series 2016C Bonds. Such initial Paying Agent/Registrar and any successor Paying Agent/Registrar, by undertaking the performance of the duties of the Paying Agent/Registrar hereunder, and in consideration of the payment of fees and/or deposits of money pursuant to this Ordinance, shall be deemed to accept and agree to abide by the terms of this Ordinance. The registration of and payment of the principal of, premium, if any, and interest on the Series 2016C Bonds when due shall be effectuated pursuant to the terms of a Paying Agent/Registrar Agreement to be entered into by and between the City and the Paying Agent/Registrar, which shall be substantially in the form attached hereto as Exhibit B, the terms and provisions of which are hereby approved, and the Mayor and/or the Mayor Pro Tem are hereby authorized to execute and deliver such Paying Agent/Registrar Agreement on behalf of the City in multiple counterparts and the City Secretary is hereby authorized to attest and affix the City's seal thereto.

Section 8.2. Fiduciary Account. All money transferred to the Paying Agent/Registrar under this Ordinance (except sums representing Paying Agent/Registrar's fees) shall be held in a fiduciary account for the benefit of the City, shall be the property of the City, and shall be disbursed in accordance with this Ordinance.

Section 8.3. Bonds Presented. Subject to the provisions of Section 8.4, all matured Series 2016C Bonds properly and timely presented to the Paying Agent/Registrar for payment shall be paid without the necessity of further instructions from the City. Such Series 2016C Bonds shall be canceled as provided herein.

Section 8.4. Series 2016C Bonds Not Timely Presented. The Paying Agent/Registrar shall remit to the City, upon receipt of the certificate provided for herein, a sum equal to the aggregate face amount of all Series 2016C Bonds which have not been presented for payment prior to the date specified in such certificate. Such certificate shall:

- (a) Specify the Series 2016C Bonds or portions thereof to which it applies and the amount of each;
- (b) Specify the date on which the City believes itself to be no longer obligated to pay such Series 2016C Bonds or portions thereof by virtue of the expiration of the applicable statute of limitations under the laws of the State of Texas; and
- (c) Be signed by the Mayor and attested by the City Secretary.

Funds held by the Paying Agent/Registrar that represent principal of and interest on the Series 2016C Bonds remaining unclaimed by any Registered Owner after the expiration of three years from the date such funds have become due and payable (a) shall be reported and disposed of by the Paying Agent/Registrar in accordance with the provisions of Title 6 of the Texas Property Code, as amended, to the extent such provisions are applicable to such funds, or (b) to the extent such provisions do not apply to the funds, such funds shall be paid by the Paying

Agent/Registrar to the City upon receipt by the Paying Agent/Registrar of a written request therefor from the City.

The Paying Agent/Registrar shall have no liability to the Owners of the Series 2016C Bonds by virtue of actions taken in compliance with this Section.

Section 8.5. Paying Agent/Registrar May Own Series 2016C Bonds. The Paying Agent/Registrar in its individual or any other capacity, may become the Owner or pledgee of Series 2016C Bonds with the same rights it would have if it were not the Paying Agent/Registrar.

Section 8.6. Successor Paying Agents/Registrars. The City covenants that at all times while any Series 2016C Bonds are Outstanding it will provide a legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar for the Series 2016C Bonds. If the Paying Agent/Registrar or its successor for any reason no longer acts as Paying Agent/Registrar hereunder, the City covenants that it will appoint a bank in the same city as the Paying Agent/Registrar initially appointed to perform the duties of Paying Agent/Registrar hereunder. Any successor Paying Agent/Registrar shall be either a national or state banking institution, and a corporation organized and doing business under the laws of the United States of America or any state, which is authorized under such laws to exercise trust powers and is subject to supervision or examination by federal or state authority.

The City reserves the right to change the Paying Agent/Registrar for the Series 2016C Bonds on not less than sixty (60) days written notice to the Paying Agent/Registrar, as long as any such notice is effective not less than sixty (60) days prior to the next succeeding principal or interest payment date on the Series 2016C Bonds. Promptly upon the appointment of any successor Paying Agent/Registrar, the previous Paying Agent/Registrar shall deliver the Register or a copy thereof to the new Paying Agent/Registrar and the new Paying Agent/Registrar shall notify each Registered Owner, by first-class mail, postage prepaid, of such change and of the address of the new Paying Agent/Registrar. Each Paying Agent/Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Ordinance.

## **ARTICLE IX TAX EXEMPTION**

### Section 9.1. Covenants to Maintain Tax Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

“Code” means the Internal Revenue Code of 1986, as amended by all legislation, if any, enacted on or before the Issue Date.

“Computation Date” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Gross Proceeds” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Investment” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Issue Date” for each series or sub-series of the Series 2016C Bonds or other obligations of the City is the respective date on which such series or sub-series of the Series 2016C Bonds or other obligations of the City is delivered against payment therefor.

“Net Sale Proceeds” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Nonpurpose Investment” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Proceeds” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Rebate Amount” has the meaning stated in Section 1.148-3 of the Regulations.

“Regulations” means the temporary or final Income Tax Regulations applicable to the Bonds issued pursuant to Sections 141 through 150 of the Code. Any reference to a section of the Regulations shall also refer to any successor provision to such section hereafter promulgated by the Internal Revenue Service pursuant to Sections 141 through 150 of the Code and applicable to the Series 2016C Bonds.

“Yield of”

any Investment shall be computed in accordance with Section 1.148-5 of the Regulations, and

the Series 2016C Bonds shall be computed in accordance with Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which, if made or omitted, respectively, would cause the interest on such Series 2016C Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City shall have received a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Series 2016C Bond, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the regulations and rulings thereunder, the City shall, at all times after the Issue Date of any Series 2016C Bond and prior to the last stated maturity of the Series 2016C Bonds

- (1) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed directly or indirectly with Gross Proceeds of such Series 2016C Bond and not use or permit the use of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity other than a state or local government, unless such use is solely as a member of the general public, or
- (2) not directly or indirectly impose or accept any charge or other payment for use of Gross Proceeds of such Series 2016C Bond or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with such Gross Proceeds other than taxes of general application and interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the regulations and rulings thereunder, the City shall not use Gross Proceeds of such Series 2016C Bond to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, Gross Proceeds are considered to be “loaned” to a person or entity if (1) property acquired, constructed or improved with Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes, (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement, or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or such property are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the final stated maturity or final payment of such Series 2016C Bond, directly or indirectly invest Gross Proceeds of such Series 2016C Bond in any Investment (or use such Gross Proceeds to replace money so invested), if as a result of such investment the Yield of all Investments allocated to such Gross Proceeds whether then held or previously disposed of, exceeds the Yield on the Series 2016C Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Series 2016C Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the regulations and rulings thereunder.

(g) Information Report. The City shall timely file with the Secretary of the Treasury the information required by Section 149(e) of the Code with respect to each converted series of the Series 2016C Bonds on such forms and in such place as such Secretary may prescribe.

(h) Payment of Rebate Amount. Except to the extent otherwise provided in Section 148(f) of the Code and the regulations and rulings thereunder, the City shall:

- (1) account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other

funds (and receipts, expenditures and investments thereof) and shall retain all records of such accounting for at least six years after the final Computation Date. The City may, however, to the extent permitted by law, commingle Gross Proceeds of the Series 2016C Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of such Gross Proceeds and the obligations acquired therewith,

- (2) calculate the Rebate Amount with respect to such Series 2016C Bond not less frequently than each Computation Date, in accordance with rules set forth in Section 148(f) of the Code, Section 1.148-3 of the Regulations, and the rulings thereunder. The City shall maintain a copy of such calculations for at least six years after the final Computation Date,
- (3) as additional consideration for the purchase of the Series 2016C Bonds by the initial purchasers thereof and the loan of the money represented thereby, and in order to induce such purchase by measures designed to ensure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, pay to the United States the amount described in paragraph (2) above at the times, in the installments, to the place, in the manner and accompanied by such forms or other information as is or may be required by Section 148(f) of the Code and the regulations and rulings thereunder, and
- (4) exercise reasonable diligence to assure that no errors are made in the calculations required by paragraph (2) and, if such error is made, to discover and promptly to correct such error within a reasonable amount of time thereafter, including payment to the United States of any interest and any penalty required by the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the regulations and rulings thereunder, the City shall not, at any time after the Issue Date of the Series 2016C Bonds and prior to the earlier of the final stated maturity or final payment of the Series 2016C Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Series 2016C Bonds, not been relevant to either party.

## **ARTICLE X CONTINUING DISCLOSURE UNDERTAKING**

Section 10.1. Annual Reports. The City shall provide annually to the Municipal Securities Rulemaking Board (the "MSRB"), in an electronic format as prescribed by the MSRB, within six months after the end of each fiscal year, financial information and operating data with respect to the City of the general type described in Exhibit E hereto. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in Exhibit E hereto and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not so provided, then the City shall provide unaudited financial statements for the

applicable fiscal year by the required time, and audited financial statements when and if audited financial statements become available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to documents (i) available to the public on the MSRB's internet web site or (ii) filed with the SEC.

Section 10.2. Event Notices. The City shall notify the MSRB in a electronic format prescribed by the MSRB, in a timely manner (not in excess of ten (10) days after the occurrence of the event), of any of the following events with respect to the Series 2016C Bonds:

- (a) Principal and interest payment delinquencies;
- (b) Non-payment related defaults, if material;
- (c) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (d) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (e) Substitution of credit or liquidity providers, or their failure to perform;
- (f) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2016C Bonds, or other material events affecting the tax status of the Series 2016C Bonds;
- (g) Modifications to rights of holders of the Series 2016C Bonds, if material;
- (h) Bond calls, if material, and tender offers;
- (i) Defeasances;
- (j) Release, substitution, or sale of property securing repayment of the Series 2016C Bonds, if material;
- (k) Rating changes;
- (l) Bankruptcy, insolvency, receivership or similar event of the City;
- (m) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City other than in the ordinary course of business, the entry into a definitive agreement to

undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

- (n) Appointment of a successor or additional Paying Agent/Registrar or the change of name of Paying Agent/Registrar, if material.

For the purposes of the event identified in clause (l), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

The City shall notify the MSRB in an electronic format prescribed by the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 10.1 of this Ordinance by the time required by such Section.

Section 10.3. Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an “obligated person” with respect to the Series 2016C Bonds within the meaning of the Rule, except that the City in any event will give the notice required by Section 10.2 of any Series 2016C Bond calls and defeasance that cause the City to be no longer such an “obligated person.”

The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Series 2016C Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Series 2016C Bonds at any future date.

**UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY SERIES 2016C BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT**

OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Article shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Article is intended or shall act to disclaim, waive or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status or type of operations of the City, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Series 2016C Bonds in the primary offering of the Series 2016C Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Series 2016C Bonds consent to such amendment or (b) a person or entity that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Series 2016C Bonds. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 10.1 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this Article if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the City also may amend the provisions of this Article in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Series 2016C Bonds in the primary offering of the Series 2016C Bonds.

Section 10.4. Definitions. As used in this Article, the following terms have the meanings ascribed to such terms below:

“*MSRB*” means the Municipal Securities Rulemaking Board.

“*Rule*” means SEC Rule 15c2-12, as amended from time to time.

“*SEC*” means the United States Securities and Exchange Commission.

## **ARTICLE XI SALE AND DELIVERY OF BONDS; DEPOSIT OF PROCEEDS**

Section 11.1. Sale of Series 2016C Bonds. The sale of the Series 2016C Bonds to the Purchaser at a price of par, which price and terms are hereby found and determined to be the most advantageous reasonably obtainable by the City. The Mayor, Mayor Pro-Tem and all other

officials, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to provide for the issuance and delivery of the Bonds.

Section 11.2. Approval, Registration and Delivery. The Mayor and the City Secretary are hereby authorized to have control and custody of the Series 2016C Bonds and all necessary records and proceedings pertaining thereto pending their delivery, and the Mayor of the City, the City Secretary of the City, the City Manager of the City and other officers and employees of the City are hereby authorized, directed and instructed to make such certifications and to execute such instruments (including by printed facsimile signature, the Series 2016C Bonds) as may be necessary to accomplish the delivery of the Series 2016C Bonds and to assure the investigation, examination, and approval thereof by the Attorney General of Texas and the registration of the initial Series 2016C Bonds by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Series 2016C Bonds, the Comptroller of Public Accounts of the State of Texas (or a deputy designated in writing to act for him) shall be requested to sign manually the registration certificate prescribed herein to be attached or affixed to each Series 2016C Bond initially delivered and the seal of the Comptroller of Public Accounts of the State of Texas shall be impressed or printed or lithographed thereon. Delivery of the Series 2016C Bonds is subject to the unqualified approving opinion as to the legality of the Series 2016C Bonds of the Attorney General of Texas and of Andrews Kurth LLP, Houston, Texas, Bond Counsel.

Section 11.3. Offering Documents. The City Council hereby approves the form and content of the Private Placement Memorandum prepared in connection with the sale of the Series 2016C Bonds and presented to the City Council with this Ordinance and attached hereto as Exhibit D, and authorizes the distribution and delivery of the Private Placement Memorandum to the TWDB, as the purchaser of the Series 2016C Bonds.

Section 11.4. Application of Proceeds of Series 2016C Bonds. Immediately following the delivery of the Series 2016C Bonds and prior to the deposit of the proceeds from the sale of such Series 2016C Bonds in the Construction Fund established pursuant to Section 12.6 of this Ordinance, such proceeds (less any amounts used to pay costs of issuance) shall be held in trust and in escrow pursuant to the written escrow agreement described below pending written authorization to release said proceeds.

A "Special Escrow Deposit Agreement" by and between the City and Wells Fargo Bank, N.A. attached hereto as Exhibit C and incorporated herein by reference as a part of this Ordinance for all purposes, is hereby approved as to form and content, and the Mayor and the City Secretary of the City are hereby authorized and directed to execute such agreement in substantially the same form and content herein approved.

Section 11.5. Related Matters. In order that the City shall satisfy in a timely manner all of its obligations under this Ordinance, the Mayor, the City Manager, the City Secretary, the Director of Finance and all other appropriate officers, agents, representatives and employees of the City are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the issuance and delivery of the Series 2016C Bonds, including, without limitation, executing and delivering on behalf of the City all certificates, consents, receipts, requests, notices, and other documents as may be reasonably necessary to satisfy the City's

obligations under this Ordinance and to direct the transfer and application of funds of the City consistent with the provisions of this Ordinance.

Section 11.6. Control and Delivery of Series 2016C Bonds.

(a) The City Manager of the City is hereby authorized to have control of the Series 2016C Bonds and all necessary records and proceedings pertaining hereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State and registration with initial exchange or transfer by, the Paying Agent/Registrar.

(b) The Initial Series 2016C Bond(s) shall be the Series 2016C Bonds submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Purchaser. After registration by the Comptroller of Public Accounts, delivery of the Series 2016C Bonds shall be made to the Purchaser under and subject to the general supervision and direction of the Mayor, against receipt by the City of all amounts due to the City under the terms of sale.

(c) The Mayor, the City Manager, the Director of Finance of the City, and all other officers, employees, and agents of the City, and each of them, shall be and they are expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the City all such agreements, certificates, and instruments, whether herein mentioned, as may be necessary or desirable to carry out the terms and provisions of this Ordinance, the bonds, the sale and delivery of the Series 2016C Bonds, the DTC Blanket Letter of Representations and the Official Statement. The City Council hereby authorizes the payment of the fee of the Office of the Attorney General of the State of Texas for the examination of the proceedings relating to the issuance of the Series 2016C Bonds, in the amount determined in accordance with the provisions of Section 1202.004, Texas Government Code.

**ARTICLE XII  
SPECIAL PROVISIONS RELATING TO  
THE TEXAS WATER DEVELOPMENT BOARD**

Section 12.1. Compliance with the Texas Water Development Board's Rules and Regulations. The City will comply with all of the requirements contained in the resolution or resolutions adopted by the TWDB with respect to the issuance of the Series 2016C Bonds in the TWDB's rules, regulations and relevant statutes.

Section 12.2. Construction Fund; Timely Use of Proceeds. The proceeds of the Series 2016C Bonds shall be applied to establish at an official depository of the City a construction fund (the "Construction Fund"), which shall be kept separate from all other accounts and funds of the City. Monies on deposit in the Construction Fund shall be applied in accordance with the applicable requirements of the Texas Water Code and the rules and regulations of the TWDB. All funds deposited to the credit of the Construction Fund will be used in a timely and

expeditious manner, as required by federal statute and EPA regulations, and the City will adhere to the project schedule approved by the Executive Administrator.

Section 12.3. Records; Final Accounting. The City will keep and maintain full and complete records and accounts pertaining to the construction of the projects financed with the proceeds of sale of the Series 2016C Bonds, including the Construction Fund, in accordance with the standards set forth by the Government Accounting Standard Board. Within 60 days of completion, the City will submit to the TWDB a final accounting of the total costs of the projects financed with the Series 2016C Bonds.

Section 12.4. Annual Audit. So long as any Series 2016C Bonds are held by the TWDB, the City will annually submit to the TWDB's Executive Administrator, within 180 days of the end of the City's fiscal year, a copy of its annual audited financial statements prepared in accordance with generally acceptable auditing standards by a certified public accountant.

Section 12.5. Investment of Proceeds. Proceeds from the sale of the Series 2016C Bonds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257.

Section 12.6. Surplus Proceeds. Any proceeds of the Series 2016C Bonds determined to be surplus funds remaining after completion of one or more of the projects described in Section 3.1 hereof shall be used for the following purposes as approved by the Executive Administrator of the TWDB: (1) to redeem, in inverse annual order, the Series 2016C Bonds owned by the TWDB, (2) deposit into the Interest and Sinking Fund for the payment of interest or principal on the Series 2016C Bonds owned by the TWDB, or (3) eligible project costs as authorized by the Executive Administrator.

Section 12.7. Insurance. The City will maintain insurance on the projects financed with the proceeds of the Series 2016C Bonds in amounts adequate to protect the TWDB's interest.

Section 12.8. Water Conservation Program. The City has implemented or will implement an approved water conservation program required by the TWDB for so long as the Series 2016C Bonds are outstanding.

Section 12.9. TWDB Remedies. The TWDB may exercise all remedies available to it in law or equity, and any provision of the Series 2016C Bonds that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect.

Section 12.10. Environmental Determination. The City will comply with any special conditions specified by the TWDB's environmental determination until all financial obligations to the TWDB have been discharged.

Section 12.11. Environmental Indemnification. The City shall indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated

media that may be generated by the City, its contractors, consultants, agents, officials and employees as a result of activities relating to the project, to the extent permitted by law.

Section 12.12. Compliance with Davis-Bacon. All laborers and mechanics employed by contractors and subcontractors for projects be paid wages at rates not less than those prevailing on projects of a similar character in the City in accordance with the Davis-Bacon Act, and the U.S. Department of Labor's implementing regulations and all project contracts shall mandate compliance with the Davis-Bacon Act. All contracts and subcontracts for the construction of the project carried out in whole or in part with proceeds of the Series 2016C Bonds shall insert in full in any contract in excess of \$2,000 the contracts clauses as provided by the TWDB.

Section 12.13. Federal Funding Accountability and Transparency Act. The City shall provide the TWDB with all information required to be reported in accordance with the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282. The City shall obtain a Data Universal Numbering System Number and shall register with the System for Award Management, and maintain such registration while the Series 2016C Bonds are outstanding.

Section 12.14. American Iron and Steel Requirement. The City will abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by the 2014 Federal Appropriations Act and related State Revolving Fund Policy Guidelines.

Section 12.15. Additional Covenants Related to Tax-Exempt Status.

(a) The City will not use any portion of the proceeds of the Series 2016C Bonds in a manner that would cause the Series 2016C Bonds to become "private activity bonds" within the meaning of Section 141 of the Code, and the Regulations.

(b) No portion of the proceeds of the Series 2016C Bonds will be used, directly or indirectly, in a manner that would cause the Series 2016C Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code and Regulations, including to acquire or to replace funds which were used, directly or indirectly to acquire Nonpurpose Investments (as defined in the Code and Regulations) which produce a yield materially higher than the yield on the TWDB's bonds that are issued to provide financing for the Series 2016C Bonds (the "Source Series Bonds"), other than Nonpurpose Investments acquired with:

(1) proceeds of the TWDB's Source Series Bonds invested for a reasonable temporary period of up to three (3) years after the issue date of the Source Series Bonds until such proceeds are needed for the facilities to be financed;

(2) amounts invested in a bona fide debt service fund, within the meaning of Section 1.148-1(b) of the Regulations; and

(3) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed the least of the maximum annual debt service on the Series 2016C Bonds, 125% of the average

annual debt service on the Series 2016C Bonds, or 10% of the stated principal amount (or, in the case of a discount, the issue price) of the Series 2016C Bonds.

(c) Neither the City nor a related party thereto will acquire any of the TWDB's Source Series Bonds in an amount related to the amount of the Series 2016C Bonds.

### **ARTICLE XIII MISCELLANEOUS**

Section 13.1. Related Matters. In order that the City shall satisfy, in a timely manner, all of its obligations under the Ordinance, the Mayor, the City Secretary and other appropriate officers and agents of the City are hereby authorized and directed to take all other actions that are reasonably necessary to provide for issuance and delivery of the Series 2016C Bonds, including executing by manual or facsimile signature and delivering on behalf of the City all certificates, consents, receipts, requests, notices, investment agreements and other documents as may be reasonably necessary to satisfy the City's obligations under the Ordinance and to direct the transfer and application of funds of the City consistent with the provisions of such Ordinance. If requested by the Attorney General of Texas or his representatives, the Mayor may authorize such ministerial changes in the written text of this Ordinance as are necessary to obtain the Attorney General's approval and as he determines are consistent with the intent and purposes of this Ordinance, which determination shall be final.

Section 13.2. Severability. If any Section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 13.3. Open Meeting. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 13.4. Governing Law. This Ordinance shall be construed in accordance with and governed by the laws of the State of Texas.

Section 13.5. Repealer. All ordinances, or parts thereof inconsistent herewith, are hereby repealed to the extent of such inconsistency.

Section 13.6. Emergency. It is hereby officially found and determined that this Ordinance relates to an immediate public emergency affecting life, health, property and public peace, and that such emergency exists, the specific emergency being that the proceeds from the sale of the Series 2016C Bonds are required as soon as possible for necessary and urgently

needed improvements, and that this Ordinance be passed and approved on the date of its introduction.

Section 13.7. Effective Date. This Ordinance shall be in force and effect from and after its passage on the date shown below.

PASSED AND APPROVED ON FIRST AND ONLY READING on the \_\_\_\_ day of \_\_\_\_\_, A.D., 2016.

---

TOM REID  
MAYOR

ATTEST:

---

YOUNG LORFING, TRMC  
CITY SECRETARY

APPROVED AS TO FORM:

---

DARRIN M. COKER  
CITY ATTORNEY

Exhibit A	Form of Bond
Exhibit B	Paying Agent/Registrar Agreement
Exhibit C	Special Escrow Deposit Agreement
Exhibit D	Private Placement Memorandum
Exhibit E	Description of Annual Financial Information

**EXHIBIT A**

**FORM OF BOND**

United States of America  
State of Texas

NUMBER  
<sup>1</sup>R-  
REGISTERED

DENOMINATION  
\$ \_\_\_\_\_  
REGISTERED

CITY OF PEARLAND, TEXAS  
WATER AND SEWER SYSTEM REVENUE BONDS  
SERIES 2016C

<sup>2</sup>INTEREST RATE: \_\_\_\_\_%      DATED DATE: March 1, 2016      <sup>2</sup>MATURITY DATE: September 1, \_\_\_\_\_      <sup>2</sup>CUSIP:

REGISTERED OWNER: \_\_\_\_\_

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

<sup>3</sup>THE CITY OF PEARLAND, TEXAS (the “City”), a municipal corporation duly incorporated under the laws of the State of Texas, for value received hereby promises to pay, but solely from certain Net Revenues as hereinafter provided, to the Registered Owner identified above or registered assigns, on the Maturity Date specified above, upon presentation and surrender of this Bond at the designated payment office of Wells Fargo Bank, N.A. in Minneapolis, Minnesota, Texas (the “Paying Agent/Registrar”), the principal amount identified above, in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due the United States of America, and to pay, solely from such Net Revenues, interest thereon at the rate described below, calculated on the basis of a 360-day year, composed of twelve 30-day months, from the later of the date of

<sup>1</sup> Initial Bond shall be numbered T-1.

<sup>2</sup> Omitted from Initial Bond.

<sup>3</sup> The first sentence of the Initial Bond shall read as follows:

“THE CITY OF PEARLAND, TEXAS (the “City”), a municipal corporation duly incorporated under the laws of the State of Texas, for value received hereby promises to pay, but solely from certain Net Revenues as hereinafter provided, to the Registered Owner identified above or registered assigns, on the Maturity Date specified below, upon presentation and surrender of this Series 2016B Bond at the designated payment office of Wells Fargo Bank, N.A. in Minneapolis, Minnesota (the “Paying Agent/Registrar”), the principal amount set forth in the following schedule: [Insert information regarding years of maturity, principal amounts and interest rates from Section 3.3,] in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due the United States of America, and to pay, solely from such Net Revenues, interest thereon at the rate described above, calculated on the basis of a 360-day year, composed of twelve 30-day months, from the later of the Dated Date identified above or the most recent interest payment date to which interest has been paid or duly provided for.”

delivery of the Bonds or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Bond is payable by check sent by United States mail, first class, postage prepaid, payable on March 1 and September 1, beginning on March 1, 2017, mailed to the Registered Owner as shown on the books of registration kept by the Paying Agent/Registrar as of the fifteenth calendar day of the month next preceding each interest payment date. Any accrued interest payable at maturity or earlier redemption shall be paid upon presentation and surrender of this Bond at the principal corporate trust office of the Paying Agent/Registrar. Notwithstanding the above, so long as the Texas Water Development Board ("TWDB") is the Registered Owner, all payments of principal and interest will be made by wire transfer at no cost to the TWDB.

THIS BOND IS ONE OF A DULY AUTHORIZED SERIES OF BONDS (herein, the "Series 2016C Bonds") aggregating \$50,100,000, issued for the purpose of constructing certain repairs, improvements, additions and extensions to the City's waterworks and sanitary sewer system and payment of costs of issuance of the Bonds, all under and pursuant to Chapter 1502, Texas Government Code, as amended, and an ordinance adopted by the City on April 11, 2016 (the "Ordinance"), and other applicable law. Capitalized terms used herein without definition are defined in the Ordinance.

THIS SERIES 2016C BONDS are special obligations of the City that are payable from and are equally and ratably secured by a first lien on and pledge of the Net Revenues collected and received by the City from the operation and ownership of the City's water and sewer system as defined and provided in the Ordinance, which Net Revenues are required to be set aside and pledged to the payment of the Outstanding Bonds, as described in the Ordinance, the Series 2016C Bonds, and all Additional Bonds issued on a parity therewith, in the Interest and Sinking Fund and the Reserve Fund maintained for the payment of all such Bonds, all as more fully described and provided for in the Ordinance.

THE SERIES 2016C BONDS ARE PAYABLE SOLELY FROM SUCH NET REVENUES AND NEITHER THE STATE, NOR ANY POLITICAL SUBDIVISION OR AGENCY OF THE STATE, SHALL BE OBLIGATED TO PAY THE SAME OR THE INTEREST THEREON AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE, THE CITY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR THE INTEREST ON THE SERIES 2016C BONDS. THE OWNER HEREOF SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT OF THIS BOND OUT OF ANY FUNDS RAISED OR TO BE RAISED BY AD VALOREM TAXATION.

REFERENCE IS HEREBY MADE TO THE ORDINANCE, a copy of which is on file in the office of the Paying Agent/Registrar, and to all of the provisions of which the Registered Owner of this bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for the Series 2016C Bonds; the priority for the application and use of the income and revenues of the System; the Net Revenues pledged to the payment of the principal of and interest on the Series 2016C Bonds; the nature and extent and manner of enforcement of the lien and pledge securing the payment of the Series 2016C Bonds; the terms and conditions for the issuance of additional revenue obligations, including Additional Bonds; the terms and conditions for amending the Ordinance; the terms and

conditions relating to the transfer or exchange of this bond; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the liens, pledges, charges and covenants made therein may be discharged at or prior to the maturity of this bond, and deemed to be no longer Outstanding thereunder; and for the other terms and provisions thereof. Capitalized terms used herein, unless otherwise defined, have the same meanings assigned in the Ordinance.

THE CITY RESERVES THE RIGHT, at its option, to redeem the Series 2016C Bonds maturing on September 1, 2026, and thereafter prior to their scheduled maturities, in inverse order of maturity, in whole or in part, in integral multiples of \$5,000, on September 1, 2025, or any date thereafter, at par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption.

NOT LESS THAN THIRTY (30) DAYS prior to a redemption date, a notice of redemption will be sent by U.S. mail, first class postage prepaid, in the name of the City to each registered owner of a Series 2016C Bond to be redeemed in whole or in part at the address of the registered owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing. When Series 2016C Bonds or portions thereof have been called for redemption and due provision has been made to redeem the same, the amounts so redeemed shall be payable solely from the funds provided for redemption, and interest which would otherwise accrue on the Series 2016C Bonds or portions thereof called for redemption shall terminate on the date fixed for redemption.

<sup>4</sup>THIS Bond shall not be valid or obligatory for any purpose or be entitled to any benefit under the Ordinance unless this Bond is authenticated by the Paying Agent/Registrar by due execution of the authentication certificate endorsed hereon.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the designated payment office of the Paying Agent/Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or his authorized representative, subject to the terms and conditions of the Ordinance.

THIS BOND IS EXCHANGEABLE at the corporate trust office of the Paying Agent/Registrar for bonds in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Ordinance.

THE PAYING AGENT/REGISTRAR IS NOT REQUIRED to accept for transfer or exchange any Series 2016C Bond called for redemption in whole or in part during the 45 day period immediately prior to the date fixed for redemption.

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Ordinance.

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<sup>4</sup> In the Initial Bond, this paragraph shall read as follows: "THIS SERIES 2016B BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Ordinance unless this Bond is registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto."

THE CITY has covenanted in the Ordinance that it will at all times provide a legally qualified Paying Agent/Registrar for the Series 2016C Bonds and will cause notice of any change of Paying Agent/Registrar to be mailed to each Registered Owner.

THE CITY HAS RESERVED THE RIGHT TO ISSUE ADDITIONAL PARITY BONDS, subject to the restrictions contained in the Ordinance, which may be equally and ratably payable from, and secured by a first lien on and pledge of, the Net Revenues in the same manner and to the same extent as the Outstanding Bonds, which includes this Bond and the series of which it is a part.

IT IS HEREBY DECLARED AND REPRESENTED that this Bond has been duly and validly issued and delivered; that all acts, conditions, and things required or proper to be performed, to exist, and to be done precedent to or in the issuance and delivery of this Bond have been performed, have existed, and have been done in accordance with law; that the Series 2016C Bonds do not exceed any statutory limitation; and that provision has been made for the payment of the principal of and interest on this Series 2016C Bond and all of the Series 2016C Bonds by the creation of the aforesaid lien on and pledge of the Net Revenues.

IN WITNESS WHEREOF, the City has caused its corporate seal to be impressed or placed in facsimile hereon and has caused this Bond to be executed by the Mayor and countersigned by the City Secretary by manual, lithographed, or printed facsimile signatures.

CITY OF PEARLAND, TEXAS

\_\_\_\_\_  
Mayor

(SEAL)

COUNTERSIGNED

\_\_\_\_\_  
City Secretary

\* \* \* \* \*

**[FORM OF COMPTROLLER'S REGISTRATION CERTIFICATE]**

The following form of Comptroller's Registration Certificate shall be attached or affixed to each of the Series 2016C Bonds initially delivered.

THE STATE OF TEXAS

REGISTER NO. \_\_\_\_\_

OFFICE OF THE COMPTROLLER  
OF PUBLIC ACCOUNTS

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this bond and the proceedings for the issuance

hereof have been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas and that it is a valid and binding special obligation of the City of Pearland, Texas, payable from the revenues and other funds pledged to its payment by and in the proceedings authorizing the same, and I do further certify that this bond has this day been registered by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this \_\_\_\_\_  
\_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

[SEAL]

\* \* \* \* \*

**[FORM OF AUTHENTICATION CERTIFICATE]**

The following form of Authentication Certificate shall appear on each of the Series 2016C Bonds.

**AUTHENTICATION CERTIFICATE**

This bond is one of the Series 2016C Bonds described in and delivered pursuant to the within-mentioned Ordinance; and, except for the Series 2016C Bonds initially delivered, this bond has been issued in conversion of and exchange for or replacement of a bond, bonds or a portion of a bond or bonds of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

WELLS FARGO BANK, N.A., Minneapolis,  
Minnesota

By: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_  
Date of Authentication: \_\_\_\_\_

\* \* \* \* \*

**[FORM OF ASSIGNMENT]**

The following form of assignment shall appear on each of the Series 2016C Bonds.

**ASSIGNMENT**

For value received, the undersigned hereby sells, assigns, and transfers unto

\_\_\_\_\_.

\_\_\_\_\_  
*(Social Security or Other Identifying Number)*

\_\_\_\_\_  
*(Print or type name, address, and zip code of transferee)*

the within bond and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer said bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_

\_\_\_\_\_  
Registered Owner

NOTICE: The signature must be guaranteed by a commercial bank or a member firm of a national securities exchange. Notarized or witnessed signatures are not acceptable.

NOTICE: The signature on this assignment must correspond with the name of the Registered Owner as it appears on the face of the within bond in every particular, without alteration or enlargement or any change whatever.

\* \* \* \*

**EXHIBIT B**

**PAYING AGENT/REGISTRAR AGREEMENT**

See Tab \_

**EXHIBIT C**

**SPECIAL ESCROW DEPOSIT AGREEMENT**

See Tab \_

**EXHIBIT D**

**PRIVATE PLACEMENT MEMORANDUM**

See Tab \_

## **EXHIBIT E**

### **DESCRIPTION OF ANNUAL FINANCIAL INFORMATION**

The following information is referred to in Article X of this Ordinance:

#### **Annual Financial Statements and Operating Data**

The financial information and operating data with respect to the City to be provided annually in accordance with such Article are as specified below:

1. The financial statements of the City for the most recently concluded fiscal year and financial information and operating data for the Authority that conforms substantially to such information and data set out in the Official Statement for the City's Water and Sewer System Revenue Bonds, Series 2016A under the headings "CITY REVENUE DEBT," and "THE SYSTEM."

#### **Accounting Principles**

The accounting principles referred to in Article X are the accounting principles described in the notes to the financial statements referred to in paragraph 1 above.

**PRIVATE PLACEMENT MEMORANDUM DATED JUNE 20, 2016**

**NEW ISSUE BOOK-ENTRY-ONLY**

*On the date of initial delivery of the Bonds (defined below), Issuer Bond Counsel (defined on page 2) will render its opinion substantially in the form attached in APPENDIX C - FORM OF OPINION OF BOND COUNSEL.*

**\$50,100,000**

**CITY OF PEARLAND, TEXAS**

(A political subdivision of the State of Texas located within Brazoria, Fort Bend and Harris Counties)

**WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2016C**

**Dated:** July 1, 2016

**Due:** September 1

**Interest Accrual Date:** July 28, 2016

- Interest Date:** Interest on the Bonds will accrue from July 28, 2016 (the "Delivery Date") and is payable on March 1 and September 1 each year, commencing March 1, 2017 (each an "Interest Payment Date"). The Bonds will bear interest at the rates per annum set forth in "APPENDIX A - MATURITY SCHEDULE."
- Record Date:** The record date ("Record Date") for the interest payable on the Bonds on any interest payment date means the close of business on the 15th day of the month next preceding each interest payment date. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date (which shall be 15 days prior to the date fixed for payment of past due interest) and of the scheduled payment date of the past due interest shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Holder of a Bond appearing on the registration books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.
- Date Interest Accrues:** Each Bond shall bear interest from the Delivery Date thereof or the most recent Interest Payment Date to which interest has been paid or provided for at the rate set forth, such interest payable semiannually on March 1 and September 1 of each year until the earliest of maturity or prior redemption, commencing on March 1, or September 1, immediately following the Delivery Date.
- Redemption:** The Bonds are subject to redemption prior to maturity as provided herein. See "THE BONDS - Redemption Provisions" herein.
- Authorized Denominations:** The Bonds are being issued as fully registered Bonds in denominations of **\$5,000**, or any integral multiple thereof.
- Paying Agent:** The paying agent ("Paying Agent") for the Bonds is Wells Fargo Bank, N.A., Minneapolis, Minnesota.
- Book-Entry-Only System** Upon initial issuance, the ownership of the Bonds will be registered in the registration books of the Issuer kept by the Paying Agent/Registrar, in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC") to which principal, redemption premium, if any, and interest payments on the Bonds will be made. The purchasers of the Bonds will not receive physical delivery of Bond certificates. Principal of, interest, and premium if any, on the Bonds will be payable at the designated office of the Paying Agent in Minneapolis, Minnesota as the same become due and payable.
- Issuer:** City of Pearland, Texas.
- Official Action:** Bond Ordinance dated July 11, 2016.
- Purpose:** See "APPENDIX B - OFFICIAL ACTION."

Security for the Bonds: See APPENDIX B - OFFICIAL ACTION.”  
Ratings: See “OTHER INFORMATION - Ratings”  
Delivery Date: July 28, 2016.

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**See “APPENDIX A - MATURITY SCHEDULE” for Principal Amounts, Maturities, Interest Rates,  
Prices or Yields, and Initial CUSIP Numbers**

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**City of Pearland, Texas**

**Mayor and City Council**

Council Members

Tom Reid  
Mayor

Tony Carbone  
Mayor Pro-Tem  
Council Member

Derrick Reed  
Council Member

Gary Moore  
Council Member

Keith Ordeneaux  
Council Member

Greg Hill  
Council Member

Andrews Kurth LLP, Bond Counsel

BOSC, Inc., Financial Advisor

Wells Fargo Bank, N.A., Paying Agent/Escrow Agent

CD Smith, Construction Manager

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**Private Placement Memorandum  
relating to**

**\$50,100,000**

**CITY OF PEARLAND, TEXAS**

(A political subdivision of the State of Texas located within Brazoria, Fort Bend and Harris Counties)

**WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2016C**

**INTRODUCTION**

This Private Placement Memorandum, including the cover page and appendices, contains brief descriptions of the Issuer, provides certain information with respect to the issuance by the Issuer, and summaries of certain provisions of the “Bonds” pursuant to the Official Action. Except as otherwise set forth herein, capitalized terms used but not defined in this Private Placement Memorandum have the meanings assigned to them in the Official Action. See “APPENDIX B – “FORM OF OFFICIAL ACTION” attached hereto.

APPENDIX A contains the maturity schedule for the Bonds. APPENDIX B contains the Official Action and a description of the purpose for the proceeds of the Bonds. APPENDIX C contains a copy of the proposed opinion of Bond Counsel with respect to the Bonds. The summaries of the documents contained in the forepart of this Private Placement Memorandum are not complete or definitive, and every statement made in this Private Placement Memorandum concerning any provision of any document is qualified by reference to such document in its entirety.

**THE BONDS**

**General Description**

The Bonds are being issued in the aggregate principal amount set forth in APPENDIX A of this Private Placement Memorandum and will mature and be subject to redemption prior to maturity as described therein. The Bonds are being issued as fully registered Bonds in denominations of **\$5,000**, or any integral multiple thereof. The Bonds will be dated as of the stated date of issue and will mature on the dates referenced thereon, and will bear interest at the rates per annum set forth in “APPENDIX A - MATURITY SCHEDULE.”

Interest on the Bonds is payable semiannually on each Interest Payment Date, and will be calculated on the basis of a 360-day year consisting of twelve 30-day months. Principal of and the redemption price with respect to the Bonds will be payable to the Owners upon presentation and surrender at the principal office of the Paying Agent.

**Purpose**

See “APPENDIX B - FORM OF OFFICIAL ACTION.”

**Authority for Issuance**

The Bonds issued pursuant to the Texas Constitution, the general laws of the State of Texas, particularly Chapters 1502, Texas Government Code, as amended, and the provisions of the Ordinance adopted by the City Council of the City.

**Security for the Bonds**

See “APPENDIX B - FORM OF OFFICIAL ACTION.”

**Redemption Provisions**

On September 1, 2025, or on any date thereafter, the Bonds maturing on and after September 1, 2026 may be redeemed prior to their scheduled maturities, upon the written direction of the Issuer, with funds provided by the Issuer, at par plus accrued interest to the date fixed for redemption as a whole, or in part, and if less than all of a

maturity is to be redeemed the Paying Agent/Registrar will determine by lot the Bonds, or portions thereof within such maturity to be redeemed (provided that a portion of a Bond may be redeemed only in Authorized Denominations).

### **Notice of Redemption; Selection of Bonds to Be Redeemed**

See “APPENDIX B - FORM OF OFFICIAL ACTION.”

The Paying Agent/Registrar, so long as a Book-Entry-Only System is used for the Bonds, will send any notice of redemption of the Bonds, notice of proposed amendment to the Order or other notices with respect to the Bonds only to DTC. Any failure by DTC to advise any DTC participant, or of any DTC participant or indirect participant to notify the beneficial owner, shall not affect the validity of the redemption of the Bonds called for redemption or any other action premised on any such notice. Redemption of portions of the Bonds by the Issuer will reduce the outstanding principal amount of such Bonds held by DTC.

### **Book-Entry-Only System**

*The information in this caption concerning The Depository Trust Company, New York, New York (“DTC”) and DTC’s book entry system has been obtained from DTC and the Issuer makes no representation or warranty nor takes any responsibility for the accuracy or completeness of such information.*

DTC will act as securities depository for the Obligations. The Obligations will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the Obligations and deposited with DTC. See APPENDIX B - “FORM OF OFFICIAL ACTION.”

DTC is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity, corporate and municipal debt issues, and money market instrument (from over 100 countries) that DTC’s participants (the “Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions, in deposited securities, through electronic computerized book entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearance Corporation, and Fixed Income Clearance Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has Standard & Poor’s highest rating: “AAA.” The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com) and [www.dtc.org](http://www.dtc.org).

## **TAX MATTERS**

### **Opinion**

Bond Counsel will deliver its opinion on the date of delivery of the Bonds substantially in the form as attached in “APPENDIX C - FORM OF OPINION OF BOND COUNSEL.”

## OTHER INFORMATION

### Forward Looking Statements

The statements contained in this Private Placement Memorandum, including the cover page, appendices, and any other information or documents provided by the Issuer, that are not purely historical, are forward-looking statements, including statements regarding the Issuer's expectations, hopes, intentions, or strategies regarding the future. Holders and beneficial owners of the Bonds have placed reliance on forward-looking statements. All forward looking statements included in this Private Placement Memorandum are based on information available to the Issuer on the date hereof. It is important to note that the Issuer's actual results could differ materially from those in such forward-looking statements.

### Ratings

The Bonds are rated "Aa3" by Moody's Investors Services, Inc. and "AA-" by Fitch Ratings. An explanation of the significance of such ratings may be obtained from the company furnishing the rating. The ratings reflect only the respective views of such organizations and the Issuer makes no representation as to the appropriateness of the ratings. There is no assurance that such ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely by any or all of such rating companies, if in the judgment of any or all companies, circumstances so warrant. Any such downward revision or withdrawal of such ratings, or either of them, may have an adverse effect on the market price of the Bonds.

## LITIGATION

### General

On the date of delivery of the Bonds to the initial purchasers thereof, the Issuer will execute and deliver a certificate to the effect that, except as disclosed herein, no litigation of any nature has been filed or is pending, as of that date, to restrain or enjoin the issuance or delivery of the Bonds or which would affect the provisions made for their payment or security or in any manner questioning the validity of the Bonds.

### The Issuer

There is no litigation, proceeding, inquiry, or investigation pending by or before any court or other governmental authority or entity (or, to the best knowledge of the Issuer, threatened) that adversely affects the power, authority or Bond of the Issuer to deliver the Bonds, the security for, or the validity of, the Bonds or the financial condition of the Issuer.

## CONTINUING DISCLOSURE OF INFORMATION

In the Official Action, the Issuer has made the following agreement for the benefit of the holders and beneficial owners of the Bonds. The Issuer is required to observe the agreement for so long as it remains obligated to advance funds to pay the Bonds. Under the agreement, the Issuer will be obligated to provide certain updated financial information and operating data, and timely notice of specified material events, to the Municipal Securities Rulemaking Board through the Electronic Municipal Market Access System. SEE APPENDIX B - "FORM OF OFFICIAL ACTION."

### Compliance with Prior Undertakings

During the last 5 years, the City has complied in all material respects with its prior continuing disclosure agreements made in accordance with Rule 15c2-12.

## MISCELLANEOUS

Any statements made in this Private Placement Memorandum involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Neither this Private Placement Memorandum nor any statement that may have been made verbally or in writing is to be construed as a contract with the owners of the Bonds.

The information contained above is neither guaranteed as to accuracy or completeness nor to be construed as a representation by the Issuer. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Private Placement Memorandum nor any sale made hereunder is to create, under any circumstances, any implication that there has been no change in the affairs of the Issuer or the Issuer from the date hereof.

The Private Placement Memorandum is submitted in connection with the sale of the securities referred to herein to the Texas Water Development Board on the Delivery Date and may not be reproduced or used, as a whole or in part, for any other purpose.

#### **ADDITIONAL INFORMATION**

The Private Placement Memorandum speaks only as of its date and the information contained herein is subject to change. Descriptions of the Bonds and the Official Action and any other agreements and documents contained herein constitute summaries of certain provisions thereof and do not purport to be complete. This Private Placement Memorandum was approved by the Issuer.

**APPENDIX A**

**MATURITY SCHEDULE**

**\$50,100,000**

**City of Pearland, Texas**

**Water and Sewer System Revenue Bonds, Series 2016C**

<b>Maturity Date (9/1)</b>	<b>Principal Amount</b>	<b>Interest Rate</b>	<b>Initial Yield</b>	<b>CUSIP No. 208418</b>
2017	\$1,860,000	0.00%	0.00%	PV3
2018	1,860,000	0.00%	0.00%	PW1
2019	1,860,000	0.00%	0.00%	PX9
2020	1,860,000	0.00%	0.00%	PY7
2021	1,855,000	0.00%	0.00%	PZ4
2022	1,700,000	0.00%	0.00%	QA8
2023	1,700,000	0.09%	0.09%	QB6
2024	1,700,000	0.20%	0.20%	QC4
2025	1,700,000	0.32%	0.32%	QD2
2026	1,700,000	0.43%	0.43%	QE0
2027	1,700,000	0.54%	0.54%	QF7
2028	1,700,000	0.59%	0.59%	QG5
2029	1,700,000	0.64%	0.64%	QH3
2030	1,700,000	0.70%	0.70%	QJ9
2031	1,700,000	0.76%	0.76%	QK6
2032	1,700,000	0.82%	0.82%	QL4
2033	1,700,000	0.87%	0.87%	QM2
2034	1,700,000	0.92%	0.92%	QN0
2035	1,700,000	0.96%	0.96%	QP5
2036	1,700,000	1.00%	1.00%	QQ3
2037	1,700,000	1.02%	1.02%	QR1
2038	1,700,000	1.04%	1.04%	QS9
2039	1,700,000	1.06%	1.06%	QT7
2040	1,700,000	1.07%	1.07%	QU4
2041	1,700,000	1.08%	1.08%	QV2
2042	1,700,000	1.09%	1.09%	QW0
2043	1,700,000	1.10%	1.10%	QX8
2044	1,700,000	1.11%	1.11%	QY6
2045	1,705,000	1.12%	1.12%	QZ3

**APPENDIX B**  
**FORM OF OFFICIAL ACTION**  
**[ATTACH COPY OF OFFICIAL ACTION]**

**APPENDIX C**

**FORM OF OPINION OF BOND COUNSEL**

**City of Pearland, Texas- Revenue Debt**

**Current Debt plus New Debt**

FINAL NUMBERS - Water and Sewer System Revenue Bonds, Series 2016C (TWDB)

Dated Date 07/28/2016

Water and Sewer System Revenue Bonds, Series 2016C

Delivery Date 07/28/2016

(TWDB)

Year Ending 09/30	Current Debt Requirement	New Principal Due 09/01	Interest Various Due 03/01	Interest Various Due 09/01	Total New Interest	Total New Principal & Interest	Total Debt Service Requirement
2016	8,546,828						8,546,828
2017	10,560,986	1,860,000	186,414	157,533	343,947	2,203,947	12,764,933
2018	10,482,316	1,860,000	157,533	157,533	315,066	2,175,066	12,657,382
2019	10,477,845	1,860,000	157,533	157,533	315,066	2,175,066	12,652,911
2020	10,480,772	1,860,000	157,533	157,533	315,066	2,175,066	12,655,838
2021	10,538,412	1,855,000	157,533	157,533	315,066	2,170,066	12,708,478
2022	10,531,575	1,700,000	157,533	157,533	315,066	2,015,066	12,546,641
2023	10,526,075	1,700,000	157,533	157,533	315,066	2,015,066	12,541,141
2024	9,468,912	1,700,000	156,768	156,768	313,536	2,013,536	11,482,448
2025	9,520,857	1,700,000	155,068	155,068	310,136	2,010,136	11,530,993
2026	9,779,280	1,700,000	152,348	152,348	304,696	2,004,696	11,783,976
2027	9,767,218	1,700,000	148,693	148,693	297,386	1,997,386	11,764,604
2028	9,759,706	1,700,000	144,103	144,103	288,206	1,988,206	11,747,912
2029	9,759,231	1,700,000	139,088	139,088	278,176	1,978,176	11,737,407
2030	9,753,344	1,700,000	133,648	133,648	267,296	1,967,296	11,720,640
2031	9,737,613	1,700,000	127,698	127,698	255,396	1,955,396	11,693,009
2032	5,442,763	1,700,000	121,238	121,238	242,476	1,942,476	7,385,239
2033	5,443,719	1,700,000	114,268	114,268	228,536	1,928,536	7,372,255
2034	5,439,231	1,700,000	106,873	106,873	213,746	1,913,746	7,352,977
2035	2,344,981	1,700,000	99,053	99,053	198,106	1,898,106	4,243,087
2036	1,463,413	1,700,000	90,893	90,893	181,786	1,881,786	3,345,199
2037	1,013,306	1,700,000	82,393	82,393	164,786	1,864,786	2,878,092
2038	650,131	1,700,000	73,723	73,723	147,446	1,847,446	2,497,577
2039	663,200	1,700,000	64,883	64,883	129,766	1,829,766	2,492,966
2040		1,700,000	55,873	55,873	111,746	1,811,746	1,811,746
2041		1,700,000	46,778	46,778	93,556	1,793,556	1,793,556
2042		1,700,000	37,598	37,598	75,196	1,775,196	1,775,196
2043		1,700,000	28,333	28,333	56,666	1,756,666	1,756,666
2044		1,700,000	18,983	18,983	37,966	1,737,966	1,737,966
2045		1,705,000	9,548	9,548	19,096	1,724,096	1,724,096
<b>Totals</b>	<b>\$182,151,714</b>	<b>\$50,100,000</b>	<b>\$3,239,463</b>	<b>\$3,210,582</b>	<b>\$6,450,045</b>	<b>\$56,550,045</b>	<b>\$238,701,759</b>

NEW16TWDBC1900010 Dated Date: 07/28/2016 Principal Due Dates: 09/01/2017 - 09/01/2045 Maturing Amount: 50,100,000.00

**City of Pearland, Texas- Revenue Debt**

**Sources & Uses Report**

FINAL NUMBERS - Water and Sewer System Revenue Bonds, Series 2016C (TWDB)

**Sources of Funds:**

Principal Amount of Current Interest Bonds (CIBs)	39,105,000.00
Compound Accretion Bond Proceeds (CABs)	10,995,000.00
<b>Total SOURCES of Funds</b>	<b>\$50,100,000.00</b>

**Uses of Funds:**

Deposit to Construction Fund	49,075,150.00
Issuance Expenses: ( \$1,024,850.00)	
TWDB Origination Fee	926,850.00
Bond Counsel	40,000.00
Paying Agent	2,000.00
Financial Advisor	45,500.00
Attorney General	9,500.00
Miscellaneous	1,000.00
<b>Total USES of Funds</b>	<b>\$50,100,000.00</b>

**Miscellaneous Bond Issuance Information:**

Delivery Date:	07/28/2016
	-
Principal Amount of the New Money Bonds	50,100,000.00
Proceeds of "The (new) Bonds"	50,100,000.00
	-
"All Costs Included" TIC on the New Issue is	0.97409806%
Federal Arbitrage Yield on the New Issue is	0.80068038%

**City of Pearland, Texas- Revenue Debt**

**FINAL NUMBERS - Water and Sewer System Revenue Bonds, Series 2016C (TWDB)**

Dated Date = 07/28/2016

Water and Sewer System Revenue Bonds, Series 2016C

Delivery Date = 07/28/2016

(TWDB)

Dates	Term Bond Maturities	Bond Redemptions	Proceeds	Coupon Rate	Yield	Price	Interest Amount	Total Debt Service	Fiscal Year Debt Service	Debt Service to Call
03/01/2017	-	-	-	-	-	-	186,414.05	186,414.05	-	186,414.05
09/01/2017	-	1,860,000.00	1,860,000.00	-	-	100.000000	157,533.00	2,017,533.00	2,203,947.05	2,017,533.00
03/01/2018	-	-	-	-	-	-	157,533.00	157,533.00	-	157,533.00
09/01/2018	-	1,860,000.00	1,860,000.00	-	-	100.000000	157,533.00	2,017,533.00	2,175,066.00	2,017,533.00
03/01/2019	-	-	-	-	-	-	157,533.00	157,533.00	-	157,533.00
09/01/2019	-	1,860,000.00	1,860,000.00	-	-	100.000000	157,533.00	2,017,533.00	2,175,066.00	2,017,533.00
03/01/2020	-	-	-	-	-	-	157,533.00	157,533.00	-	157,533.00
09/01/2020	-	1,860,000.00	1,860,000.00	-	-	100.000000	157,533.00	2,017,533.00	2,175,066.00	2,017,533.00
03/01/2021	-	-	-	-	-	-	157,533.00	157,533.00	-	157,533.00
09/01/2021	-	1,855,000.00	1,855,000.00	-	-	100.000000	157,533.00	2,012,533.00	2,170,066.00	2,012,533.00
03/01/2022	-	-	-	-	-	-	157,533.00	157,533.00	-	157,533.00
09/01/2022	-	1,700,000.00	1,700,000.00	-	-	100.000000	157,533.00	1,857,533.00	2,015,066.00	1,857,533.00
03/01/2023	-	-	-	-	-	-	157,533.00	157,533.00	-	157,533.00
09/01/2023	-	1,700,000.00	1,700,000.00	0.090	0.090000	100.000000	157,533.00	1,857,533.00	2,015,066.00	1,857,533.00
03/01/2024	-	-	-	-	-	-	156,768.00	156,768.00	-	156,768.00
09/01/2024	-	1,700,000.00	1,700,000.00	0.200	0.200000	100.000000	156,768.00	1,856,768.00	2,013,536.00	1,856,768.00
03/01/2025	-	-	-	-	-	-	155,068.00	155,068.00	-	155,068.00
09/01/2025	-	1,700,000.00	1,700,000.00	0.320	0.320000	100.000000	155,068.00	1,855,068.00	2,010,136.00	35,860,068.00
03/01/2026	-	-	-	-	-	-	152,348.00	152,348.00	-	-
09/01/2026	-	1,700,000.00 *	1,700,000.00	0.430	0.430000	100.000000	152,348.00	1,852,348.00	2,004,696.00	-
03/01/2027	-	-	-	-	-	-	148,693.00	148,693.00	-	-
09/01/2027	-	1,700,000.00 *	1,700,000.00	0.540	0.540000	100.000000	148,693.00	1,848,693.00	1,997,386.00	-
03/01/2028	-	-	-	-	-	-	144,103.00	144,103.00	-	-
09/01/2028	-	1,700,000.00 *	1,700,000.00	0.590	0.590000	100.000000	144,103.00	1,844,103.00	1,988,206.00	-
03/01/2029	-	-	-	-	-	-	139,088.00	139,088.00	-	-
09/01/2029	-	1,700,000.00 *	1,700,000.00	0.640	0.640000	100.000000	139,088.00	1,839,088.00	1,978,176.00	-
03/01/2030	-	-	-	-	-	-	133,648.00	133,648.00	-	-
09/01/2030	-	1,700,000.00 *	1,700,000.00	0.700	0.700000	100.000000	133,648.00	1,833,648.00	1,967,296.00	-
03/01/2031	-	-	-	-	-	-	127,698.00	127,698.00	-	-
09/01/2031	-	1,700,000.00 *	1,700,000.00	0.760	0.760000	100.000000	127,698.00	1,827,698.00	1,955,396.00	-
03/01/2032	-	-	-	-	-	-	121,238.00	121,238.00	-	-
09/01/2032	-	1,700,000.00 *	1,700,000.00	0.820	0.820000	100.000000	121,238.00	1,821,238.00	1,942,476.00	-
03/01/2033	-	-	-	-	-	-	114,268.00	114,268.00	-	-
09/01/2033	-	1,700,000.00 *	1,700,000.00	0.870	0.870000	100.000000	114,268.00	1,814,268.00	1,928,536.00	-
03/01/2034	-	-	-	-	-	-	106,873.00	106,873.00	-	-
09/01/2034	-	1,700,000.00 *	1,700,000.00	0.920	0.920000	100.000000	106,873.00	1,806,873.00	1,913,746.00	-
03/01/2035	-	-	-	-	-	-	99,053.00	99,053.00	-	-
09/01/2035	-	1,700,000.00 *	1,700,000.00	0.960	0.960000	100.000000	99,053.00	1,799,053.00	1,898,106.00	-
03/01/2036	-	-	-	-	-	-	90,893.00	90,893.00	-	-
09/01/2036	-	1,700,000.00 *	1,700,000.00	1.000	1.000000	100.000000	90,893.00	1,790,893.00	1,881,786.00	-
03/01/2037	-	-	-	-	-	-	82,393.00	82,393.00	-	-
09/01/2037	-	1,700,000.00 *	1,700,000.00	1.020	1.020000	100.000000	82,393.00	1,782,393.00	1,864,786.00	-
03/01/2038	-	-	-	-	-	-	73,723.00	73,723.00	-	-
09/01/2038	-	1,700,000.00 *	1,700,000.00	1.040	1.040000	100.000000	73,723.00	1,773,723.00	1,847,446.00	-
03/01/2039	-	-	-	-	-	-	64,883.00	64,883.00	-	-
09/01/2039	-	1,700,000.00 *	1,700,000.00	1.060	1.060000	100.000000	64,883.00	1,764,883.00	1,829,766.00	-

Dates	Term Bond Maturities	Bond Redemptions	Proceeds	Coupon Rate	Yield	Price	Interest Amount	Total Debt Service	Fiscal Year Debt Service	Debt Service to Call
03/01/2040	-	-	-	-	-	-	55,873.00	55,873.00	-	-
09/01/2040	-	1,700,000.00 *	1,700,000.00	1.070	1.070000	100.000000	55,873.00	1,755,873.00	1,811,746.00	-
03/01/2041	-	-	-	-	-	-	46,778.00	46,778.00	-	-
09/01/2041	-	1,700,000.00 *	1,700,000.00	1.080	1.080000	100.000000	46,778.00	1,746,778.00	1,793,556.00	-
03/01/2042	-	-	-	-	-	-	37,598.00	37,598.00	-	-
09/01/2042	-	1,700,000.00 *	1,700,000.00	1.090	1.090000	100.000000	37,598.00	1,737,598.00	1,775,196.00	-
03/01/2043	-	-	-	-	-	-	28,333.00	28,333.00	-	-
09/01/2043	-	1,700,000.00 *	1,700,000.00	1.100	1.100000	100.000000	28,333.00	1,728,333.00	1,756,666.00	-
03/01/2044	-	-	-	-	-	-	18,983.00	18,983.00	-	-
09/01/2044	-	1,700,000.00 *	1,700,000.00	1.110	1.110000	100.000000	18,983.00	1,718,983.00	1,737,966.00	-
03/01/2045	-	-	-	-	-	-	9,548.00	9,548.00	-	-
09/01/2045	-	1,705,000.00 *	1,705,000.00	1.120	1.120000	100.000000	9,548.00	1,714,548.00	1,724,096.00	-
<b>Total</b>	-	<b>50,100,000.00</b>	<b>50,100,000.00</b>				<b>6,450,045.05</b>	<b>56,550,045.05</b>	<b>56,550,045.05</b>	<b>52,958,015.05</b>
<b>Acc Int</b>	-	-	-				-	-	-	-
<b>Grand Ttls</b>	-	<b>50,100,000.00</b>	<b>50,100,000.00</b>				<b>6,450,045.05</b>	<b>56,550,045.05</b>	<b>56,550,045.05</b>	<b>52,958,015.05</b>

\* - Bonds callable ... 09/01/2025@100.000

TIC (Incl. all expenses) .... 1.00503101%      Average Coupon ..... 0.86390799%

TIC (Arbitrage TIC) ..... 0.85504910%      Average Life (yrs) ... 14.90      IRS Form 8038-G NIC = 0.863908% (with Adjstmnt of \$0.00).

Bond Years ..... 746,612.50      WAM (yrs) ..... 14.902445      NIC = 0.863908% (with Adjstmnt of \$0.00).

**City of Pearland, Texas- Revenue Debt**

**Proof of Federal Arbitrage Yield**

**FINAL NUMBERS - Water and Sewer System Revenue Bonds, Series 2016C (TWDB)**

**Dated Date 07/28/2016**

**Water and Sewer System Revenue Bonds, Series 2016C  
(TWDB)**

**Delivery Date 07/28/2016**

<b>Dates</b>	<b>Face Amounts</b>	<b>Proceeds to: Bondholder(+) Issuer(-)</b>	<b>Interest to: Bondholder(+) Issuer(-)</b>	<b>Recoverable, Recurring Fees</b>	<b>Total Debt Service</b>	<b>Disc Term Bond Adjstmt for Yld Calc</b>	<b>BAB "Direct Pymt" Adjustment</b>	<b>Total Adjusted Cash Flow</b>	<b>PV of Adj D/S to 07/28/2016 @ 0.85504910%</b>
07/28/2016	0.00	-50,100,000.00	0.00	0.00	0.00	0.00	0.00	-50,100,000.00	-50,100,000.00
03/01/2017	0.00	0.00	186,414.05	0.00	186,414.05	0.00	0.00	186,414.05	185,475.36
09/01/2017	1,860,000.00	1,860,000.00	157,533.00	0.00	2,017,533.00	0.00	0.00	2,017,533.00	1,998,828.16
03/01/2018	0.00	0.00	157,533.00	0.00	157,533.00	0.00	0.00	157,533.00	155,408.08
09/01/2018	1,860,000.00	1,860,000.00	157,533.00	0.00	2,017,533.00	0.00	0.00	2,017,533.00	1,981,846.18
03/01/2019	0.00	0.00	157,533.00	0.00	157,533.00	0.00	0.00	157,533.00	154,087.74
09/01/2019	1,860,000.00	1,860,000.00	157,533.00	0.00	2,017,533.00	0.00	0.00	2,017,533.00	1,965,008.47
03/01/2020	0.00	0.00	157,533.00	0.00	157,533.00	0.00	0.00	157,533.00	152,778.61
09/01/2020	1,860,000.00	1,860,000.00	157,533.00	0.00	2,017,533.00	0.00	0.00	2,017,533.00	1,948,313.82
03/01/2021	0.00	0.00	157,533.00	0.00	157,533.00	0.00	0.00	157,533.00	151,480.61
09/01/2021	1,855,000.00	1,855,000.00	157,533.00	0.00	2,012,533.00	0.00	0.00	2,012,533.00	1,926,973.58
03/01/2022	0.00	0.00	157,533.00	0.00	157,533.00	0.00	0.00	157,533.00	150,193.64
09/01/2022	1,700,000.00	1,700,000.00	157,533.00	0.00	1,857,533.00	0.00	0.00	1,857,533.00	1,763,452.52
03/01/2023	0.00	0.00	157,533.00	0.00	157,533.00	0.00	0.00	157,533.00	148,917.60
09/01/2023	1,700,000.00	1,700,000.00	157,533.00	0.00	1,857,533.00	0.00	0.00	1,857,533.00	1,748,470.28
03/01/2024	0.00	0.00	156,768.00	0.00	156,768.00	0.00	0.00	156,768.00	146,935.38
09/01/2024	1,700,000.00	1,700,000.00	156,768.00	0.00	1,856,768.00	0.00	0.00	1,856,768.00	1,732,901.37
03/01/2025	0.00	0.00	155,068.00	0.00	155,068.00	0.00	0.00	155,068.00	144,107.18
09/01/2025	1,700,000.00	1,700,000.00	155,068.00	0.00	1,855,068.00	0.00	0.00	1,855,068.00	1,716,605.58
03/01/2026	0.00	0.00	152,348.00	0.00	152,348.00	0.00	0.00	152,348.00	140,376.59
09/01/2026	1,700,000.00	1,700,000.00	152,348.00	0.00	1,852,348.00	0.00	0.00	1,852,348.00	1,699,525.76
03/01/2027	0.00	0.00	148,693.00	0.00	148,693.00	0.00	0.00	148,693.00	135,844.77
09/01/2027	1,700,000.00	1,700,000.00	148,693.00	0.00	1,848,693.00	0.00	0.00	1,848,693.00	1,681,761.68
03/01/2028	0.00	0.00	144,103.00	0.00	144,103.00	0.00	0.00	144,103.00	130,532.88
09/01/2028	1,700,000.00	1,700,000.00	144,103.00	0.00	1,844,103.00	0.00	0.00	1,844,103.00	1,663,333.42
03/01/2029	0.00	0.00	139,088.00	0.00	139,088.00	0.00	0.00	139,088.00	124,919.73
09/01/2029	1,700,000.00	1,700,000.00	139,088.00	0.00	1,839,088.00	0.00	0.00	1,839,088.00	1,644,716.82
03/01/2030	0.00	0.00	133,648.00	0.00	133,648.00	0.00	0.00	133,648.00	119,014.08
09/01/2030	1,700,000.00	1,700,000.00	133,648.00	0.00	1,833,648.00	0.00	0.00	1,833,648.00	1,625,919.64
03/01/2031	0.00	0.00	127,698.00	0.00	127,698.00	0.00	0.00	127,698.00	112,749.45
09/01/2031	1,700,000.00	1,700,000.00	127,698.00	0.00	1,827,698.00	0.00	0.00	1,827,698.00	1,606,874.76
03/01/2032	0.00	0.00	121,238.00	0.00	121,238.00	0.00	0.00	121,238.00	106,136.22
09/01/2032	1,700,000.00	1,700,000.00	121,238.00	0.00	1,821,238.00	0.00	0.00	1,821,238.00	1,587,591.55
03/01/2033	0.00	0.00	114,268.00	0.00	114,268.00	0.00	0.00	114,268.00	99,184.53
09/01/2033	1,700,000.00	1,700,000.00	114,268.00	0.00	1,814,268.00	0.00	0.00	1,814,268.00	1,568,079.23
03/01/2034	0.00	0.00	106,873.00	0.00	106,873.00	0.00	0.00	106,873.00	91,977.54
09/01/2034	1,700,000.00	1,700,000.00	106,873.00	0.00	1,806,873.00	0.00	0.00	1,806,873.00	1,548,419.65
03/01/2035	0.00	0.00	99,053.00	0.00	99,053.00	0.00	0.00	99,053.00	84,523.20
09/01/2035	1,700,000.00	1,700,000.00	99,053.00	0.00	1,799,053.00	0.00	0.00	1,799,053.00	1,528,619.82
03/01/2036	0.00	0.00	90,893.00	0.00	90,893.00	0.00	0.00	90,893.00	76,901.22
09/01/2036	1,700,000.00	1,700,000.00	90,893.00	0.00	1,790,893.00	0.00	0.00	1,790,893.00	1,508,758.23
03/01/2037	0.00	0.00	82,393.00	0.00	82,393.00	0.00	0.00	82,393.00	69,117.43
09/01/2037	1,700,000.00	1,700,000.00	82,393.00	0.00	1,782,393.00	0.00	0.00	1,782,393.00	1,488,839.79
03/01/2038	0.00	0.00	73,723.00	0.00	73,723.00	0.00	0.00	73,723.00	61,318.95
09/01/2038	1,700,000.00	1,700,000.00	73,723.00	0.00	1,773,723.00	0.00	0.00	1,773,723.00	1,469,010.09
03/01/2039	0.00	0.00	64,883.00	0.00	64,883.00	0.00	0.00	64,883.00	53,507.81

Dates	Face Amounts	Proceeds to: Bondholder(+) Issuer(-)	Interest to: Bondholder(+) Issuer(-)	Recoverable, Recurring Fees	Total Debt Service	Disc Term Bond Adjstmt for Yld Calc	BAB "Direct Pymt" Adjustment	Total Adjusted Cash Flow	PV of Adj D/S to 07/28/2016 @ 0.85504910%
09/01/2039	1,700,000.00	1,700,000.00	64,883.00	0.00	1,764,883.00	0.00	0.00	1,764,883.00	1,449,270.28
03/01/2040	0.00	0.00	55,873.00	0.00	55,873.00	0.00	0.00	55,873.00	45,685.95
09/01/2040	1,700,000.00	1,700,000.00	55,873.00	0.00	1,755,873.00	0.00	0.00	1,755,873.00	1,429,621.44
03/01/2041	0.00	0.00	46,778.00	0.00	46,778.00	0.00	0.00	46,778.00	37,924.24
09/01/2041	1,700,000.00	1,700,000.00	46,778.00	0.00	1,746,778.00	0.00	0.00	1,746,778.00	1,410,133.24
03/01/2042	0.00	0.00	37,598.00	0.00	37,598.00	0.00	0.00	37,598.00	30,222.78
09/01/2042	1,700,000.00	1,700,000.00	37,598.00	0.00	1,737,598.00	0.00	0.00	1,737,598.00	1,390,804.95
03/01/2043	0.00	0.00	28,333.00	0.00	28,333.00	0.00	0.00	28,333.00	22,581.70
09/01/2043	1,700,000.00	1,700,000.00	28,333.00	0.00	1,728,333.00	0.00	0.00	1,728,333.00	1,371,635.84
03/01/2044	0.00	0.00	18,983.00	0.00	18,983.00	0.00	0.00	18,983.00	15,001.11
09/01/2044	1,700,000.00	1,700,000.00	18,983.00	0.00	1,718,983.00	0.00	0.00	1,718,983.00	1,352,625.19
03/01/2045	0.00	0.00	9,548.00	0.00	9,548.00	0.00	0.00	9,548.00	7,481.10
09/01/2045	1,705,000.00	1,705,000.00	9,548.00	0.00	1,714,548.00	0.00	0.00	1,714,548.00	1,337,673.18
<b>Totals</b>	<b>50,100,000.00</b>	<b>0.00</b>	<b>6,450,045.05</b>	<b>0.00</b>	<b>56,550,045.05</b>	<b>0.00</b>	<b>0.00</b>	<b>6,450,045.05</b>	<b>0.00</b>
								<i>Plus PV of Bond Insurance .....</i>	<b>0.00</b>
									<b>0.00</b>

**City of Pearland, Texas- Revenue Debt**

**Partial Form 8038-G Report (Rev. 11-2000)**

FINAL NUMBERS - Water and Sewer System Revenue Bonds, Series 2016C (TWDB)

Dated Date = 07/28/2016

Water and Sewer System Revenue Bonds, Series 2016C  
(TWDB)

Delivery Date = 07/28/2016

**Part III Description of Obligations. (Complete for the entire issue for which this form is being filed.)**

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	09/01/2045	\$50,100,000.00	\$50,100,000.00	14.902 years	0.800680%

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22	Proceeds used for accrued interest		22	0.00
23	Issue price of entire issue (enter amount from line 21, column (b))		23	50,100,000.00
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	1,024,850.00	##
25	Proceeds used for credit enhancement	25	0.00	##
26	Proceeds allocated to reasonably required reserve or replacement fund	26	0.00	##
27	Proceeds used to currently refund prior issues	27	0.00	##
28	Proceeds used to advance refund prior issues	28	0.00	##
29	Total (add lines 24 through 28)	29	1,024,850.00	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	49,075,150.00	

**Part V Description of Refunded Bonds (Complete this part only for refunded bonds.)**

31	Enter the remaining weighted average maturity of the bonds to be currently refunded	=>	0.0000 years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded	=>	0.0000 years
33	Enter the last date on which the refunded bonds will be called	=>	
34	Enter the date(s) the refunded bonds were issued		See each Issue's O/S

**City of Pearland, Texas- Revenue Debt  
Issuance Expenses for NEW16TWDBC  
FINAL NUMBERS - Water and Sewer System Revenue Bonds, Series 2016C (TWDB)  
Expenses for NEW16TWDBC**

Expense Title	Type	Units	Expense Raises Arb Yield	Exp has no Affect on Arb Yield	Total
TWDB Origination Fee	V	18.500000	0.00	926,850.00	926,850.00
Rating Agency	F	0.00	0.00	0.00	0.00
Bond Counsel	F	40,000.00	0.00	40,000.00	40,000.00
Accountant/CPA	F	0.00	0.00	0.00	0.00
Printing	F	0.00	0.00	0.00	0.00
Paying Agent	F	2,000.00	0.00	2,000.00	2,000.00
Bond Insurance	D	0.000000	0.00	0.00	0.00
Financial Advisor	F	45,500.00	0.00	45,500.00	45,500.00
Attorney General	F	9,500.00	0.00	9,500.00	9,500.00
Miscellaneous	F	1,000.00	0.00	1,000.00	1,000.00
<b>Totals</b>			<b>\$0.00</b>	<b>\$1,024,850.00</b>	<b>\$1,024,850.00</b>
<p><b>Type:</b>    <i>F - Fixed Expense</i>                <i>V - Variable Expense Based on Issue Size</i>                <i>D - Variable Expense Based on Total Debt Service</i>                <i>E - Variable Expense Based on Total Debt Service Less Accrued Interest</i>                <i>R - Variable Expense Based on Reserve Fund Requirement</i></p>					

City of Pearland, Texas  
Final Cash Flows  
Existing Debt Service and Actual 2016B and 2016C TWDB Clean Water State Revolving Fund Loan

Fiscal Year Ended 30-Sep	Operating Revenues	Operating Expenses	Net Revenues Available	Existing Debt Service (a)	Series 2016B TWDB Loan (b)		Series 2016C TWDB Loan (c)		Total Debt Service	Average Annual Debt Service	Coverage (d)
					Principal	Interest	Principal	Interest			
2016	37,439,538	23,591,463	13,848,075	8,546,828	-	-	-	-	8,546,828	7,956,725	1.74
2017	39,209,015	23,908,796	15,300,219	9,317,773	1,235,000	8,213	1,860,000	343,947	12,764,933	7,936,377	1.93
2018	40,711,242	24,132,306	16,578,936	9,244,793	1,230,000	7,524	1,860,000	315,066	12,657,382	7,763,928	2.14
2019	41,588,812	25,449,963	16,138,849	9,240,321	1,230,000	7,524	1,860,000	315,066	12,652,911	7,582,689	2.13
2020	42,717,956	25,699,924	17,018,032	9,238,249	1,235,000	7,524	1,860,000	315,066	12,655,838	7,387,681	2.30
2021	43,589,028	29,991,963	13,597,065	9,295,889	1,235,000	7,524	1,855,000 (e)	315,066	12,708,478	7,176,955	1.89
2022	44,463,170	30,287,345	14,175,825	9,289,051	1,235,000	7,524	1,700,000	315,066	12,546,641	6,946,474	2.04
2023	45,051,241	30,308,553	14,742,688	9,283,551	1,235,000	7,524	1,700,000	315,066	12,541,141	6,702,989	2.20
2024	45,051,241	30,886,999	14,164,243	8,232,500	1,230,000	6,412	1,700,000	313,536	11,482,448	6,437,618	2.20
2025	45,051,241	31,191,330	13,859,912	8,281,905	1,235,000	3,952	1,700,000	310,136	11,530,993	6,197,388	2.24
2026	45,051,241	30,397,820	14,653,422	9,779,280			1,700,000	304,696	11,783,976	5,930,708	2.47
2027	45,051,241	30,696,336	14,354,905	9,767,218			1,700,000	297,386	11,764,604	5,622,642	2.55
2028	45,051,241	30,997,800	14,053,441	9,759,706			1,700,000	288,206	11,747,912	5,281,421	2.66
2029	45,051,241	31,302,240	13,749,001	9,759,231			1,700,000	278,176	11,737,407	4,901,040	2.81
2030	45,051,241	31,609,686	13,441,556	9,753,344			1,700,000	267,296	11,720,640	4,473,767	3.00
2031	45,051,241	31,920,167	13,131,075	9,737,613			1,700,000	255,396	11,693,009	3,990,642	3.29
2032	45,051,241	32,069,873	12,981,368	5,442,763			1,700,000	242,476	7,385,239	3,440,473	3.77
2033	45,051,241	32,385,369	12,665,873	5,443,719			1,700,000	228,536	7,372,255	3,137,029	4.04
2034	45,051,241	32,703,983	12,347,259	5,439,231			1,700,000	213,746	7,352,977	2,784,094	4.43
2035	45,051,241	33,025,746	12,025,495	2,344,981			1,700,000	198,106	4,243,087	2,368,741	5.08
2036	45,051,241	33,350,690	11,700,551	1,463,413			1,700,000	181,786	3,345,199	2,181,306	5.36
2037	45,051,241	33,678,847	11,372,395	1,013,306			1,700,000	164,786	2,878,092	2,051,985	5.54
2038	45,051,241	34,010,247	11,040,994	650,131			1,700,000	147,446	2,497,577	1,948,721	5.67
2039	45,051,241	34,344,924	10,706,317	663,200			1,700,000	129,766	2,492,966	1,870,313	5.72
2040	45,051,241	34,682,910	10,368,332				1,700,000	111,746	1,811,746	1,766,538	5.87
2041	45,051,241	35,024,237	10,027,004				1,700,000	93,556	1,793,556	1,757,496	5.71
2042	45,051,241	35,368,939	9,682,302				1,700,000	75,196	1,775,196	1,748,481	5.54
2043	45,051,241	35,717,049	9,334,192				1,700,000	56,666	1,756,666	1,739,576	5.37
2044	45,051,241	36,068,601	8,982,640				1,700,000	37,966	1,737,966	1,731,031	5.19
2045	45,051,241	36,423,630	8,627,611				1,705,000	19,096	1,724,096	1,724,096	5.00
<b>Total</b>				<b>170,987,995</b>	<b>11,100,000</b>	<b>63,721</b>	<b>50,100,000</b>	<b>6,450,045</b>	<b>238,701,758</b>		

Note: Includes estimated costs of issuance and TWDB Loan Origination Fee of 1.85%. Assumes the Reserve Fund will be funded with cash by the City over a 60-month period. Generates proceeds of \$59,950,000 for the City.

- (a) Does not include General Obligation debt paid by Waterworks and Sewer System Revenues.
- (b) Generates proceeds of \$10,837,350.00 for the City
- (c) Generates proceeds of \$49,075,150.00 for the City
- (e) Coverage of 1.40x the average annual debt service requirements at the time of the Bond Sale is required per the Bond Order.
- (f) Generates proceeds of \$820,000 during the first 5 years for technology related expenditures.

**AGENDA REQUEST  
BUSINESS OF THE CITY COUNCIL  
CITY OF PEARLAND, TEXAS**

<b>AGENDA OF:</b>	June 27, 2016	<b>ITEM NO.:</b>	R2016-110												
<b>DATE SUBMITTED:</b>	June 10, 2016	<b>DEPT. OF ORIGIN:</b>	Engineering & Capital Projects												
<b>PREPARED BY:</b>	Andrea Brinkley	<b>PRESENTOR:</b>	Sue Polka, P.E.												
<b>REVIEWED BY:</b>	Jon R. Branson	<b>REVIEW DATE:</b>	June 16, 2016												
<p><b>SUBJECT: R2016-110 - A Resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into a contract with Lockwood, Andrews &amp; Newnam, Inc., in an amount not to exceed \$400,037, for engineering services associated with the Southeast Quadrant of Old Townsite Drainage Improvements; and authorizing the appropriation of \$175,000 from the Fund 506 fund balance.</b></p>															
<p><b>EXHIBITS: R-2016- 110, A – Professional Services Contract for Final Design for Southeast Quadrant of Old Townsite Drainage Improvements, B – Location Map, C – Thursday Packet Memo, June 16, 2016</b></p>															
<p><b>FUNDING:</b></p> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;"><input type="checkbox"/> Grant</td> <td style="text-align: center;"><input type="checkbox"/> Developer/Other</td> <td style="text-align: center;"><input type="checkbox"/> Cash</td> <td></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/> Bonds To Be Sold</td> <td style="text-align: center;"><input checked="" type="checkbox"/> Bonds- Sold</td> <td style="text-align: center;"><input type="checkbox"/> L/P – Sold</td> <td style="text-align: center;"><input type="checkbox"/> L/P – To Be Sold</td> </tr> </table>				<input type="checkbox"/> Grant	<input type="checkbox"/> Developer/Other	<input type="checkbox"/> Cash		<input checked="" type="checkbox"/> Bonds To Be Sold	<input checked="" type="checkbox"/> Bonds- Sold	<input type="checkbox"/> L/P – Sold	<input type="checkbox"/> L/P – To Be Sold				
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<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"><b>EXPENDITURE REQUIRED: \$400,037</b></td> <td style="width: 50%;"><b>AMOUNT BUDGETED: \$383,000</b></td> </tr> <tr> <td><b>AMOUNT AVAILABLE: \$226,202</b></td> <td><b>PROJECT NO.: DR1302</b></td> </tr> <tr> <td colspan="2"><b>ACCOUNT NO.: 506-300-345.5600.010</b></td> </tr> <tr> <td colspan="2"><b>ADDITIONAL APPROPRIATION REQUIRED: \$175,000 from Fund 506 Balance</b></td> </tr> <tr> <td colspan="2"><b>ACCOUNT NO.:</b></td> </tr> <tr> <td colspan="2"><b>PROJECT NO.:</b></td> </tr> </table>				<b>EXPENDITURE REQUIRED: \$400,037</b>	<b>AMOUNT BUDGETED: \$383,000</b>	<b>AMOUNT AVAILABLE: \$226,202</b>	<b>PROJECT NO.: DR1302</b>	<b>ACCOUNT NO.: 506-300-345.5600.010</b>		<b>ADDITIONAL APPROPRIATION REQUIRED: \$175,000 from Fund 506 Balance</b>		<b>ACCOUNT NO.:</b>		<b>PROJECT NO.:</b>	
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<p><b>To be completed by Department:</b></p> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">X Finance</td> <td style="text-align: center;">X Legal</td> <td style="text-align: center;">Ordinance</td> <td style="text-align: center;">X Resolution</td> </tr> </table>				X Finance	X Legal	Ordinance	X Resolution								
X Finance	X Legal	Ordinance	X Resolution												

**EXECUTIVE SUMMARY**

**BACKGROUND**

This project is included in the FY2016 Capital Improvement Program (CIP) and is augmented in the FY2017 CIP. The area of the project is bounded on the west by State Highway 35, on the north by Broadway, on the east by Old Alvin and on the south by Mary's Creek, exclusive of the new Baker's Landing subdivision. In late 2014, the Preliminary Engineering Study was initiated for the area with the intent to provide regional detention and drainage for redevelopment and drainage improvement purposes. In early 2015 the Baker's Landing private development interceded in those plans and forced the City to re-think the drainage and detention for the area. Based on coordination with the Baker's

Landing project, a new drainage scope and two part solution emerged. The first part of the solution was completed by oversizing the Baker's Landing pond providing a portion of the detention volume via a developer agreement, which Council approved in December, 2015. The second component was to quantify the remaining drainage area and needs based on future development, and recommend a pond location and conveyance system. This was accomplished in the adjusted Old Town Drainage Study recently completed. The proposed pond location was identified along Old Alvin Rd, south of the Walnut Street intersection and the conveyance system identified Walnut Street (from S. Houston St. to Old Alvin Rd) and Old Alvin Road (from Walnut St. to Mary's Creek) as the route for a main storm sewer trunk-line, with an outfall at Mary's Creek. The detention pond volume includes the undeveloped acreage (outside of Baker's Landing) and the impact of future roadway improvements within the area. This solution will allow future development to buy-in to detention volume for future redevelopment.

The work remaining consists of reviewing the existing drainage report for the basis for a detailed drainage design and move forward with the final design of the drainage solution. This forms the scope of work included in the Lockwood, Andrews & Newnam, Inc.'s design engineering proposal.

### **SCOPE OF CONTRACT/AGREEMENT**

The professional services contract includes design engineering and construction administration services for a detention pond and storm sewer drainage trunkline along Walnut St and Old Alvin Rd. The scope of work also includes topographical survey and easement document preparation, environmental assessment and geotechnical services.

The final design deliverable includes preparation of plans, specifications and a statement of probable construction costs for a drainage project along with the City's standard Bid Phase and Construction Phase (Administration) services. Construction administration includes participation in construction meetings, site visits, approval of submittals, responses to questions and information requests, and ensuring the project is meeting the intended design and is substantially complete.

Lockwood, Andrews & Newnam, Inc. was selected to perform this scope of work based on their experience with similar projects of similar size and scope. Staff has reviewed the proposal, reviewed the firm's past performance and has found the firm to be qualified to perform these services and the proposal to be reasonable and within historic limits.

The proposal consists of Basic Design services, Additional Services and Reimbursable items. The design services are based on a lump sum total of \$258,390 and Additional Services are an hourly not to exceed totaling \$134,447, for a combined total of \$391,837 or 11% of the construction estimate of \$3,411,175. The included reimbursable expenses total \$8,200, for a total not to exceed contract amount of \$400,037.

The FY16 CIP budget includes \$383,000 for design. The staff anticipated increased scope and design costs and amended the proposed CIP budget for FY17 to include \$393,021. Additional design funds in the amount of \$175,000 are requested to be appropriated from the fund balance in Fund 506 in order to move forward with this design contract on schedule this year.

### **BID AND AWARD**

N/A.

### **SCHEDULE**

The schematic design work will begin with a Notice to Proceed within 10 days of contract award, and is expected to be complete within nine (9) months, with a Bid phase duration of three (3) months. Construction is estimated to be approximately twelve (12) months in duration, based on information known at this time.

### **POLICY/GOAL CONSIDERATION**

**Sustainable Infrastructure & Healthy Economy:** This project was specifically identified in the 2016-2020 Capital Improvement Program and fits into Council's Strategic Goals of Sustainable Infrastructure

Fiscally Responsible and Healthy Economy. This project will improve the drainage in the southeast area of Old Townsite and allow for future redevelopment within this area.

**CURRENT AND FUTURE CIP FUNDING /FINANCIAL IMPACTS/DEBT SERVICE**

An appropriation from Fund Balance (Fund 506) is included in this request. Funds Additional funding is requested for this project in the FY17 Capital Improvement Program.

Year	To Date	2017	2018	2019	2020	Total
<b>Budget</b>	\$ 763,834	\$ 2,204,800	\$ 826,800			\$ 3,795,434
Prior Expenditures						
PER						-
Land/ROW	254,578					254,578
Design/Survey	163,054					163,054
Construction	120,000					120,000
FF&E						-
<b>Current Request</b>						-
<b>Design/Survey</b>	<b>400,037</b>					<b>400,037</b>
Future Expenditures						
PER						-
Land/ROW						-
Design/Survey						-
Construction		3,411,175				3,411,175
FF&E						-
<b>Total Expenditures</b>	<b>\$ 937,669</b>	<b>\$ 3,411,175</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,348,844</b>
<b>Remaining Balance</b>	<b>\$ (173,835)</b>	<b>\$ (1,380,210)</b>	<b>\$ (553,410)</b>	<b>\$ (553,410)</b>	<b>\$ (553,410)</b>	<b>\$ (553,410)</b>

Debt Sold						
Debt to Be Sold		76,383	296,863	379,543	379,543	
<b>Annual Debt Service</b>	<b>-</b>	<b>76,383</b>	<b>296,863</b>	<b>379,543</b>	<b>379,543</b>	

**O&M IMPACT INFORMATION**

Operation and Maintenance costs are planned starting in FY 2018, related to maintaining new improvements.

Year	2016	2017	2018	2019	2020
Operation and Maintenance Costs			\$ 21,000	\$ 21,000	\$ 21,000

**RECOMMENDED ACTION**

Staff recommends that City Council approved the appropriation of the necessary additional funds in the amount of \$175,000 from the fund balance in Fund 506 and approve the request enter into a professional services agreement with Lockwood, Andrews & Newnam, Inc.in the amount of \$400,037 for professional services for Southeast Quadrant of Old Townsite Drainage Improvements project and authorize the City Manager to execute the same.

## CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is entered into upon final execution by and between the City of Pearland ("CITY") and Lockwood, Andrews & Newnam, Inc. (LAN) ("CONSULTANT").

The CITY engages the CONSULTANT to perform professional services for a project known and described as Southeast Quadrant of Old Townsite Drainage Improvements ("PROJECT"). (Project #DR1302)

### SECTION I - SERVICES OF THE CONSULTANT

The CONSULTANT shall perform the following professional services to CITY standards and in accordance with the degree of care and skill that a professional in Texas would exercise under the same or similar circumstances:

- A. The CONSULTANT shall perform Design Engineering Services. See Exhibit A, attached, for a detailed SCOPE OF WORK and PROJECT schedule. The PROJECT schedule shall be submitted in digital and hard copy form in the Microsoft Project for Windows format.
- B. The CONSULTANT shall prepare and submit a detailed opinion of estimated cost of the PROJECT.
- C. The CONSULTANT acknowledges that the CITY (through its employee handbook) considers the following to be misconduct that is grounds for termination of a CITY employee: Any fraud, forgery, misappropriation of funds, receiving payment for services not performed or for hours not worked, mishandling or untruthful reporting of money transactions, destruction of assets, embezzlement, accepting materials of value from vendors, or consultants, and/or collecting reimbursement of expenses made for the benefit of the CITY. The CONSULTANT agrees that it will not, directly or indirectly; encourage a CITY employee to engage in such misconduct.
- D. The CONSULTANT shall submit all final construction documents in both hard copy and electronic format. Plans shall be AutoCAD compatible and all other documents shall be Microsoft Office compatible. The software version used shall be compatible to current CITY standards. Other support documents, for example, structural calculations, drainage reports and geotechnical reports, shall be submitted in hard copy only. All Record Drawings electronic files shall be submitted to the CITY in TIF format.
- E. The CONSULTANT recognizes that all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by the CONSULTANT under the CONTRACT shall be delivered to the CITY upon request, shall become subject to the Open Records Laws of this State.

F. The CONSULTANT shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons, damages to property, or any errors and omissions relating to the performance of any work by the CONSULTANT, its agents, employees or subcontractors under this Agreement, as follows:

- (1) Workers' Compensation as required by law.
- (2) Professional Liability Insurance in an amount not less than \$1,000,000 in the aggregate.
- (3) Comprehensive General Liability and Property Damage Insurance with minimum limits of \$1,000,000 for injury or death of any one person, \$1,000,000 for each occurrence, and \$1,000,000 for each occurrence of damage to or destruction of property.
- (4) Comprehensive Automobile and Truck Liability Insurance covering owned, hired, and non-owned vehicles, with minimum limits of \$1,000,000 for injury or death of any one person, \$1,000,000 for each occurrence, and \$1,000,000 for property damage.

The CONSULTANT shall include the CITY as an additional insured under the policies, with the exception of the Professional Liability Insurance and Workers' Compensation. Certificates of Insurance and endorsements shall be furnished to the CITY before work commences. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, and/or reduced in coverage or in limits ("Change in Coverage") except with prior written consent of the CITY and only after the CITY has been provided with written notice of such Change in Coverage, such notice to be sent to the CITY either by hand delivery to the City Manager or by certified mail, return receipt requested, and received by the City no fewer than thirty (30) days prior to the effective date of such Change in Coverage. Prior to commencing services under this CONTRACT, CONSULTANT shall furnish CITY with Certificates of Insurance, or formal endorsements as required by this CONTRACT, issued by CONSULTANT'S insurer(s), as evidence that policies providing the required coverage, conditions, and limits required by this CONTRACT are in full force and effect.

- G. The CONSULTANT shall indemnify and hold the CITY, its officers, agents, and employees, harmless from any claim, loss, damage, suit, and liability of every kind for which CONSULTANT is legally liable, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, for damage to any property, or errors in design, any of which are caused by the negligent act or omission of the CONSULTANT, his officers, employees, agents, or subcontractors under this CONTRACT.
- H. All parties intend that the CONSULTANT, in performing services pursuant to this CONTRACT, shall act as an independent contractor and shall have control of its own work and the manner in which it is performed. The CONSULTANT is not to be considered an agent or employee of the CITY.

**SECTION II - PERIOD OF SERVICE**

This CONTRACT will be binding upon execution and end March 2017.

**SECTION III - CONSULTANT'S COMPENSATION**

- A. The total compensation for the services performed shall not exceed the total noted in Section B.
- B. The CITY shall pay the CONSULTANT in installments based upon monthly progress reports and detailed invoices submitted by the CONSULTANT based upon the following:

1.	Basic Services (Lump Sum)	<u>\$213,245.00</u>
2.	Additional Services shall require independent and specific authorization and shall be billed as (Lump Sum):	<u>\$133,447.00</u>
3.	Bid Phase Services (Hourly Not to Exceed)	<u>\$7,240.00</u>
4.	Construction Phase Services (Hourly Not to Exceed)	<u>\$37,905.00</u>
5.	Reimbursable Expenses (Not to Exceed)	<u>\$8,200.00</u>
6.	Total:	<u>\$400,037.00</u>

- C. The CITY shall make payments to the CONSULTANT within thirty (30) days after receipt and approval of a detailed invoice. Invoices shall be submitted on a monthly basis.

#### **SECTION IV - THE CITY'S RESPONSIBILITIES**

- A. The CITY shall designate a project manager during the term of this CONTRACT. The project manager has the authority to administer this CONTRACT and shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by the CITY on any aspect of the work shall be directed to the project manager.
- B. The CITY shall review submittals by the CONSULTANT and provide prompt response to questions and rendering of decisions pertaining thereto, to minimize delay in the progress of the CONSULTANT'S work. The CITY will keep the CONSULTANT advised concerning the progress of the CITY'S review of the work. The CONSULTANT agrees that the CITY'S inspection, review, acceptance or approval of CONSULTANT'S work shall not relieve CONSULTANT'S responsibility for errors or omissions of the CONSULTANT or its sub-consultant(s) or in any way affect the CONSULTANT'S status as an independent contractor of the CITY.

#### **SECTION V - TERMINATION**

- A. The CITY, at its sole discretion, may terminate this CONTRACT for any reason - - with or without cause -- by delivering written notice to CONSULTANT personally or by certified mail at 2925 Briarpark Drive Houston, TX 77042-3720. Immediately after receiving such written notice, the CONSULTANT shall discontinue providing the services under this CONTRACT.
- B. If this CONTRACT is terminated, CONSULTANT shall deliver to the CITY all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by the CONSULTANT under the CONTRACT, entirely or partially completed, together with all unused materials supplied by the CITY on or before the 15<sup>th</sup> day following termination of the CONTRACT.
- C. In the event of such termination, the CONSULTANT shall be paid for services performed prior to receipt of the written notice of termination. The CITY shall make final payment within sixty (60) days after the CONSULTANT has delivered to the CITY a detailed invoice for services rendered and the documents or work product generated by the CONSULTANT under the CONTRACT.
- D. If the remuneration scheduled under this contract is based upon a fixed fee or definitely ascertainable sum, the portion of such sum payable shall be

proportionate to the percentage of services completed by the CONSULTANT based upon the scope of work.

- E. In the event this CONTRACT is terminated, the CITY shall have the option of completing the work, or entering into a CONTRACT with another party for the completion of the work.
- F. If the CITY terminates this CONTRACT for cause and/or if the CONSULTANT breaches any provision of this CONTRACT, then the CITY shall have all rights and remedies in law and/or equity against CONSULTANT. Venue for any action or dispute arising out of or relating to this CONTRACT shall be in Brazoria County, Texas. The laws of the State of Texas shall govern the terms of this CONTRACT. The prevailing party in the action shall be entitled to recover its actual damages with interest, attorney's fees, costs and expenses incurred in connection with the dispute and/or action. CONSULTANT and CITY desire an expeditious means to resolve any disputes that may arise between under this CONTRACT. To accomplish this, the parties agree to mediation as follows: If a dispute arises out of or relates to this CONTRACT, or the breach thereof, and if the dispute cannot be settled through negotiation, then the parties agree first to try in good faith, and before pursuing any legal remedies, to settle the dispute by mediation of a third party who will be selected by agreement of the parties.

#### **SECTION VI – ENTIRE AGREEMENT**

This CONTRACT represents the entire agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations, or contracts, either written or oral. This CONTRACT may be amended only by written instrument signed by both parties.

#### **SECTION VII – COVENANT AGAINST CONTINGENT FEES**

The CONSULTANT affirms that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT to solicit or secure this CONTRACT, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the CONTRACT. For breach or violation of this clause, the CITY may terminate this CONTRACT without liability, and in its discretion, may deduct from the CONTRACT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee that has been paid.

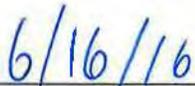
**SECTION VIII- SUCCESSORS AND ASSIGNS**

This CONTRACT shall not be assignable except upon the written consent of the parties hereto.

\_\_\_\_\_  
CITY OF PEARLAND, TEXAS

\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
Lockwood, Andrews & Newnam, Inc.  
(CONSULTANT)

  
\_\_\_\_\_  
DATE



**Lockwood, Andrews  
& Newnam, Inc.**

A LEO A DALY COMPANY

June 10, 2016

Andrea Brinkley, Project Manager  
City of Pearland – Engineering and Capital Projects  
3519 Liberty Drive  
Pearland, Texas 77581

**Re: Southeast Quadrant of Old Townsite Drainage Improvements – DR1302  
Proposal for Phase II Detailed Design**

Dear Ms. Brinkley:

Lockwood, Andrews and Newnam, Inc. (LAN) is pleased to submit this proposal for engineering services consisting of the preparation of detailed design services and construction support services for drainage improvements along Walnut Street and Old Alvin Road, including a proposed detention basin off of Old Alvin Road.

The subject proposal is based on the concept of installing a proposed storm sewer trunk line along the south side of Walnut Street, and along the west side of Old Alvin Road, to Mary's Creek, avoiding the recently installed water line and minimizing pavement removal.

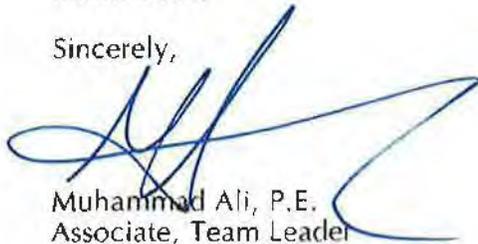
Review submittals to the City of Pearland will be presented at the 60%, 90%, and final phase of detailed design work. The submittals will include the construction drawings, specifications, and detailed construction cost estimates.

We propose to perform detailed design services for an amount of \$400,000. A detailed Scope of Services can be found in Exhibit "A". Exhibit "B" provides a detailed breakdown estimate of the fees for the basic engineering services and additional services.

We are prepared to begin this work immediately. A detailed schedule can be found in Exhibit "C".

Please feel free to contact me at (713)266-6900 if you have any questions or need additional information.

Sincerely,



Muhammad Ali, P.E.  
Associate, Team Leader  
MA:rg

Attachments: Exhibit A – Scope of Services  
Exhibit B – Fee Schedule  
Exhibit C – Schedule  
Exhibit D – Survey Proposal (CL Davis)  
Exhibit E – Phase I ESA Proposal (Geotest)  
Exhibit F – Phase II ESA Proposal (Geotest)

EXHIBIT A



**DRAINAGE SCOPE OF SERVICES**

FOR

SE QUADRANT OF OLD TOWNSITE AREA DRAINAGE IMPROVEMENTS –  
DR1302

**BASIC SERVICES:** The Consultant shall render the following professional engineering services to the OWNER in connection with the construction of the Project.

### **Preliminary Design Phase Services**

#### **Data Collection**

1. Attend Design Kick-off meeting with City to review City's objectives
  - a. Refine, define, and agree on project scope and limits
2. Review adjacent projects, current and future, to identify any interplay or impact to or from subject project
  - a. Identify any requirements stemming from this relationship if it exists
  - b. Review previous drainage report (Dannenbaum Engineering) to establish basis for detailed design.
3. Identify existing data sources and resources currently held by the City and make arrangements to obtain this information
4. Identify any gaps in this data and make arrangements to supplement through other sources, specifically:
  - a. Surveys
  - b. Geotechnical
  - c. Environmental
    1. Previous PH I ESA for Old Alvin Road (dated 7/122/2011) has expired and project limits have been revised.
  - d. Develop starting collection system flow line elevations and tailwater elevations
  - e. Compile top of pavement and curb elevations and determine inlet sizes and storm sewer pipe sizes
5. Prepare and submit for review to City, Technical Memorandum describing review and confirmation of existing models, analyses used to determine proposed drainage plan, and associated exhibits presenting the proposed plan to be developed in Design Phase.

6. Prepare and submit for review, preliminary and final Technical Memorandum to BDD4.

### **Design Phase Services**

1. Incorporate City's Technical memorandum comments into the preparation of 60% and eventually 90% Plans and Specifications including, but not limited to:
  - a. Calculate hydraulic grade lines within the system for the 3 year event (33%) and design for the 100 yr (1%) event with overland flow
  - b. Prepare trunk and branch line system plan and profiles for pipe and associated ditches
  - c. Consider ultimate Old Alvin Road and Walnut Street roadway widening when developing storm sewer system plan and profile design
  - d. Prepare water and storm lateral sheets
  - e. Prepare Storm Water Pollution Prevention Plans
  - f. Prepare Traffic Control Plans
  - g. Include in plans all pertinent standard and non-standard details
  - h. Prepare Construction cost estimate
2. Identify utility conflicts with private and public utilities and submit utility conflict list to City. Attend Utility Relocation Conference, if necessary, to assist City with utility conflict resolutions.
3. Identify, plan for and incorporate revisions and upgrades to existing infrastructure associated with and made necessary or in conjunction with drainage objectives and work utilizing City and BDD4 Design Criteria
4. Coordinate the work of this project with that of adjacent present and future projects
5. Design detention basin and incorporate into 60% and 90% design submittals.
6. Scour Analysis: Evaluate and report on potential scour of existing roadway and pedestrian bridge piers at Mary's Creeks and Old Alvin Road. Propose necessary scour countermeasures if necessary.

5. Complete designs incorporating City's review comments at 60% and 90% including update of project specifications.
6. Fully develop engineer's construction cost estimate for each item of work including plan quantities.
7. Submit plans to Private Utilities and to local Drainage District for review and Board Approval.
8. Prepare Bid sheet identifying each item and its planned quantity and include supplemental work items using City's E Bid Document format.
9. Prepare and present to City's Technical Review Committee, a project overview presentation highlighting the principle project components.

### **Bid Phase Services**

1. Provide Notice to Bidders (NTB) to the Project Manager. City is responsible for advertising.
2. Chair pre-bid meeting and attend the Bid Opening
3. Respond in writing to questions from bidders and prepare addenda as necessary.
4. Provide Bid Proposal on City's form
5. Review E-Bid generated bid tabulation for discrepancies or irregularities
6. Prepare Engineer's Recommendation of Award Letter that includes the following required content:
  - a. Check for math errors and reconcile any mathematical discrepancies
  - b. Review for unbalanced bid items
  - c. Certified Bid Tabulation including adding Engineer's estimate to Bid Tab
  - d. Review of contractor's financial standing and references provided and past performance on projects
  - e. Explanation of discrepancies between the Engineer's estimate and bids
  - f. Recommendation to award
7. Attend City Council meeting for award of Contract for Construction.

8. Produce and transmit to selected contractor five (5) sets of conformed project manuals ready for execution with City's Notice of Intent to Award (NOI)

## **Construction Phase Services**

### **Construction Administration**

1. Attend pre-construction meeting to provide information & answer questions
2. Attend monthly progress meetings with Construction Manager, Contractor & City of Pearland as needed
3. Review/approve & comment on Contractor's submittals, RFIs, Contractor Proposals, Request for Change Orders (RCO) including coordination with Construction Manager on Proposals & Change Orders
4. Provide interpretive guidance for Contractor, Construction Manager in resolution of problems
5. Conduct Substantial Completion Inspection with CM or PM to:
  - a. Review progress of work for Substantial Completion walk-through
  - b. Generate a punch list of items for correction
  - c. Substantiate items that are completed
  - d. Issue both Certificate of Substantial Completion (signed/sealed from Design Engineer) & Final Acceptance or 2<sup>nd</sup> walk through
  - e. Issue Final Completion & Acceptance letter to City recommending acceptance & release of final payment
  - f. Coordinate contractors, CM/CI to provide complete record of As-Builts Drawing
  - g. Within thirty (30) days after receipt of As-Builts from the contractor to the CM, the project engineer shall provide to the City one (1) set of electronic reproducible record drawings, (PDF format) and an AutoCAD file (.dwg), or compatible .dxf file

**Definition:**

- 1) As-Builts “redlines”: Contractor’s record of field changes to the work in line, grade & elevation.
- 2) Record Drawings: Engineer’s incorporation of contractor’s As-Built drawings

**Exhibit B**  
**Southeast Quadrant of Old Townsite Drainage Improvements - DR 1302**  
**LEVEL OF EFFORT**

**PHASE II - DETAILED DESIGN**

**IA. BASIC ENGINEERING SERVICES**

DESCRIPTION OF WORK TASKS	Sr. PROJ MGR	PROJ MGR	PROJECT ENGINEER	GRAD ENGINEER	CADD TECH	ADMIN ASSNT	TOTAL HOURS	LABOR COSTS
<b>A. Plan Sheets (60' x 90' x 100' x 100')</b>								
1. General Sheets	0	1	13	20	52	0	86	\$ 8,735.00
2. Existing and Proposed Typical Sections	0	2	4	8	12	0	26	\$ 2,810.00
3. Drainage Plan and Profile Sheets (12 sheets)	0	12	60	120	216	0	408	\$ 42,420.00
4. Water and Storm Sewer Laterals (4 sheets)	0	4	5	12	24	0	45	\$ 4,790.00
5. SWPPP Sheets (6 sheets)	0	2	4	12	24	0	42	\$ 4,330.00
6. Detention Basin Design	0	18	34	82	160	0	299	\$ 31,760.00
7. Standard and Non-standard Details	0	3	12	28	52	0	95	\$ 9,815.00
8. Cross Sections	0	4	12	24	40	0	80	\$ 8,460.00
<b>Total</b>	<b>0</b>	<b>46</b>	<b>144</b>	<b>306</b>	<b>580</b>	<b>0</b>	<b>1081</b>	<b>\$ 113,720.00</b>
<b>B. Drainage Design Tasks (1/2)</b>								
1. Previous Drainage Study Review and Design Confirmation	0	12	24	32	16	0	90	\$ 11,200.00
2. Technical Memorandum Presentation to City	2	8	12	18	24	4	68	\$ 7,240.00
3. Prepare Draft Tech. Memo for BDD4 review	0	6	8	12	18	4	48	\$ 5,310.00
4. Prepare Final Tech. Memo for BDD4	0	24	16	16	36	4	96	\$ 11,380.00
5. Develop Profile for Existing Ground / Utilities / Storm Sewer / Relay	0	8	8	24	80	0	120	\$ 12,200.00
6. Specifications (City of Pearland)	0	4	15	24	0	0	44	\$ 4,580.00
7. Quantities/Estimate of Construction Cost	0	2	16	40	0	0	58	\$ 6,810.00
<b>Total</b>	<b>2</b>	<b>64</b>	<b>100</b>	<b>166</b>	<b>174</b>	<b>12</b>	<b>524</b>	<b>\$ 60,020.00</b>
<b>C. Project Management / Coordination and Deliverables (1/2)</b>								
1. Project Management / Project Controls	0	12	18	0	0	0	38	\$ 5,840.00
2. Agency Coordination, Approvals & Signatures	0	25	38	24	0	0	77	\$ 10,405.00
3. Private Utility Coordination	0	2	5	12	0	0	20	\$ 2,430.00
4. Coordination with Stakeholders/Right-of-way Acquisition	0	6	12	24	32	0	74	\$ 8,070.00
<b>Total</b>	<b>0</b>	<b>45</b>	<b>64</b>	<b>60</b>	<b>32</b>	<b>0</b>	<b>209</b>	<b>\$ 26,745.00</b>
<b>D. Project Quality Control (1/2)</b>								
1. Quality Assurance / Quality Control (prior to each submittal)	0	16	16	32	40	0	112	\$ 13,360.00
<b>Total</b>	<b>0</b>	<b>16</b>	<b>16</b>	<b>32</b>	<b>40</b>	<b>0</b>	<b>112</b>	<b>\$ 13,360.00</b>
<b>E. Bid Phase (1/2 N.L.)</b>								
1. Assist City with Advertisement (Section 10110)	0	1	2	0	0	0	3	\$ 425.00
2. Conduct Pre-bid Conference Meeting	0	1	2	2	2	0	7	\$ 825.00
3. Prepare Necessary Agenda To Address Issues or Clarifications	0	1	12	16	4	0	33	\$ 3,815.00
4. Conduct Bid Opening Meeting	0	3	3	0	0	0	6	\$ 885.00
5. Evaluate the Bid Proposals & Make Award Recommendation	0	2	4	2	0	0	9	\$ 1,260.00
<b>Total</b>	<b>0</b>	<b>8</b>	<b>23</b>	<b>20</b>	<b>6</b>	<b>0</b>	<b>58</b>	<b>\$ 7,240.00</b>
<b>F. Construction Administration (1 month duration) (1/2 N.L.)</b>								
1. Preconstruction Meeting	0	2	2	0	0	0	4	\$ 590.00
2. Monthly Progress Meetings/Site Visits	0	4	36	36	0	12	88	\$ 10,320.00
3. Change Orders Support	0	2	8	0	0	0	10	\$ 1,370.00
4. RFIs and Submittals	0	6	24	60	30	0	126	\$ 13,950.00
5. Assist with construction problems/resolutions	0	4	16	12	0	0	33	\$ 4,060.00
6. Substantial completion Walkthrough	0	2	4	0	0	0	6	\$ 850.00
7. Develop Punch List and Substantial Certificate Completion	0	1	4	4	0	0	9	\$ 1,125.00
8. Final Walkthrough/Final Acceptance	0	2	6	0	0	4	13	\$ 1,640.00
9. As-built Drawings/Record Drawings Preparation	0	0	4	12	24	0	40	\$ 4,960.00
<b>Total</b>	<b>0</b>	<b>23</b>	<b>104</b>	<b>124</b>	<b>60</b>	<b>16</b>	<b>428</b>	<b>\$ 37,905.00</b>
<b>TOTAL HOURS</b>	<b>0</b>	<b>179</b>	<b>347</b>	<b>584</b>	<b>832</b>	<b>12</b>	<b>1984</b>	
Contract Labor Rate:	\$190.00	\$165.00	\$130.00	\$170.00	\$90.00	\$85.00		
<b>TOTAL LABOR COSTS BASIC ENGINEERING SERVICES</b>	<b>\$5,700.00</b>	<b>\$29,935.00</b>	<b>\$45,110.00</b>	<b>\$64,240.00</b>	<b>\$74,880.00</b>	<b>\$1,020.00</b>		<b>\$ 258,190.00</b>

**II. ADDITIONAL ENGINEERING SERVICES**

DESCRIPTION OF WORK TASKS	Sr. PROJ MGR	PROJ MGR	PROJECT ENGINEER	GRAD ENGINEER	CADD TECH	ADMIN ASSNT	TOTAL HOURS	LABOR COSTS
<b>A. Additional Engineering Services</b>								
1. Traffic Control Plans	0	4	15	38	92	0	149	\$ 15,070.00
2. Scour Analysis (As Authorized)	0	12	18	24	34	4	80	\$ 9,200.00
<b>Sub Total</b>	<b>0</b>	<b>16</b>	<b>33</b>	<b>62</b>	<b>116</b>	<b>4</b>	<b>229</b>	<b>\$ 24,270.00</b>
<b>B. Subcontracted Engineering Services</b>								
<b>SUBCONTRACTED ENGINEERING SERVICES</b>		<b>COST</b>	<b>MARK-UP</b>	<b>TOTAL</b>				
1. Topographical Survey - Update and detour flash (Cl Davis)		\$ 42,385.00	8%	\$ 45,776.00				
2. Storm Sewer Estimation Preparation along Walnut St. (As needed)- (Estimated 12 Parcels) Proposed Basin Replat Preparation (Cl Davis)		\$ 28,000.00	8%	\$ 30,326.00				
3. Phase I LSA (Grootest)		\$ 4,725.00	8%	\$ 5,103.00				
4. Phase II LSA (Grootest)		\$ 15,000.00	8%	\$ 16,200.00				
5. Geotechnical Services (QC Laboratories)		\$ 10,900.00	8%	\$ 11,772.00				
<b>Sub Total</b>				<b>\$ 109,177.00</b>				
<b>TOTAL ADDITIONAL ENGINEERING SERVICES</b>				<b>\$ 133,447.00</b>				

REIMBURSABLE EXPENSES	QUANTITY	UNIT	COST	TOTAL
1. Printing and Reproduction	1	LS	\$ 7,500.00	\$ 7,500.00
2. Deliveries	5	LS	\$ 30.00	\$ 150.00
3. Mileage	1,000	MILE	\$ 0.55	\$ 550.00
<b>TOTAL REIMBURSABLE EXPENSES</b>				<b>\$ 8,200.00</b>

<b>PHASE II - Detailed Design</b>	
Basic Engineering Services	\$258,190
Add. Eng. Services/Subs/Expenses	\$141,647
<b>GRAND TOTAL</b>	<b>\$400,000</b>

Approximately \$400,000

**EXHIBIT C  
 DETAILED DESIGN PHASE PROJECT SCHEDULE  
 SOUTHEAST QUADRANT OF OLD TOWNSITE  
 DRAINAGE IMPROVEMENTS - DR1302**

Activity Name	Start Date	Finish Date	Duration	Jul '16					Aug '16					Sept '16					Oct '16					Nov '16					Dec '16					Jan '17					Feb '17					Mar '17					Apr '17				
				26	3	10	17	24	31	7	14	21	28	4	11	18	25	2	9	16	23	30	6	13	20	27	4	11	18	25	1	8	15	22	29	5	12	19	26	2	9	16	23	30									
<b>1 PRELIMINARY DESIGN PHASE</b>	6/30/16	9/5/16	68	[Gantt bar from 6/30/16 to 9/5/16]																																																	
2 Design NTP/Kick off Meeting	8/30/16	6/30/16	0	[Milestone diamond at 8/30/16]																																																	
3 Review Previous Projects	6/30/16	7/6/16	7	[Gantt bar from 6/30/16 to 7/6/16]																																																	
4 Topographical Survey	7/7/16	8/20/16	45	[Gantt bar from 7/7/16 to 8/20/16]																																																	
5 Geotechnical Investigations	7/7/16	8/5/16	30	[Gantt bar from 7/7/16 to 8/5/16]																																																	
6 PH II Environmental Services	7/7/16	8/5/16	30	[Gantt bar from 7/7/16 to 8/5/16]																																																	
7 Prepare Drainage Tech Memo	7/14/16	8/26/16	44	[Gantt bar from 7/14/16 to 8/26/16]																																																	
8 Present Tech Memo to City	8/29/16	8/29/16	0	[Milestone diamond at 8/29/16]																																																	
9 Submit Final Tech Memo for Review	8/29/16	9/5/16	8	[Gantt bar from 8/29/16 to 9/5/16]																																																	
<b>10 DESIGN PHASE</b>	9/6/16	1/27/17	144	[Gantt bar from 9/6/16 to 1/27/17]																																																	
11 Prepare 60% Design Submittal	9/6/16	11/4/16	60	[Gantt bar from 9/6/16 to 11/4/16]																																																	
12 Easement Preparation/ Acquisition	9/15/16	1/23/17	131	[Gantt bar from 9/15/16 to 1/23/17]																																																	
13 Submit 60% Design	11/5/16	11/5/16	0	[Milestone diamond at 11/5/16]																																																	
14 60% Review (COP)	11/5/16	11/19/16	14	[Gantt bar from 11/5/16 to 11/19/16]																																																	
15 Incorporate City's Comments and Prepare 90% Submittal	11/19/16	12/9/16	21	[Gantt bar from 11/19/16 to 12/9/16]																																																	
16 Submit 90% Design	12/12/16	12/12/16	0	[Milestone diamond at 12/12/16]																																																	
17 Submit to Private Utility Companies	12/12/16	12/16/16	5	[Gantt bar from 12/12/16 to 12/16/16]																																																	
18 90% Review (COP)	12/13/16	12/30/16	18	[Gantt bar from 12/13/16 to 12/30/16]																																																	
19 Incorporate City's Comments and Prepare 100% Submittal	12/31/16	1/13/17	14	[Gantt bar from 12/31/16 to 1/13/17]																																																	
20 Submit 100% Design	1/16/17	1/16/17	0	[Milestone diamond at 1/16/17]																																																	
21 Technical Review Committee Presentation/City Engineer Signature	1/18/17	1/18/17	0	[Milestone diamond at 1/18/17]																																																	
22 Bid-Ready Submittal Preparation	1/16/17	1/29/17	14	[Gantt bar from 1/16/17 to 1/29/17]																																																	
23 Third Party Signatures	1/21/17	1/27/17	7	[Gantt bar from 1/21/17 to 1/27/17]																																																	
24 Bid-Ready Submittal	1/30/17	1/30/17	0	[Milestone diamond at 1/30/17]																																																	
<b>25 BID PHASE</b>	1/30/17	3/10/17	40	[Gantt bar from 1/30/17 to 3/10/17]																																																	
26 Advertisement	2/3/17	2/10/17	8	[Gantt bar from 2/3/17 to 2/10/17]																																																	
27 Prebid	2/21/17	2/21/17	0	[Milestone diamond at 2/21/17]																																																	
28 Bids Due	3/3/17	3/3/17	0	[Milestone diamond at 3/3/17]																																																	
29 Evaluate Bids & Recommend Contractor	3/3/17	3/10/17	8	[Gantt bar from 3/3/17 to 3/10/17]																																																	



**C. L. DAVIS & COMPANY**

LAND SURVEYING

1500 Winding Way

Friendswood, Texas 77546

281.482.9490

FAX 281.482.1294 - FIRM NO. 10082000

[cldavis@cldaviscompany.com](mailto:cldavis@cldaviscompany.com)

June 2, 2016

LAN, Inc.

Mr. Muhammad Ali, PE

2925 Briarpark Drive, Suite 400

Houston, Texas 77042-3720

Re: City of Pearland Project –  
East Walnut Storm Sewer Improvements 2016

Reference: C. L. Davis Job No. 11-421-154

Proposal No. 2016-087

Dear Mr. Ali:

Our proposal for land surveying services for the above referenced project is as follows:

**PHASE 1: HORIZONTAL AND VERTICAL CONTROL**

- 1. *Establish Horizontal Control based on North American Datum 1983 and Vertical Datum based on North American Vertical Datum 1988, 2001 Adjustment*

*Fee based on the following levels of efforts:*

<i>Principal – 2 hours x 225.....</i>	<i>\$450.00</i>
<i>R.P.L.S. – 6 hours x 150.....</i>	<i>\$900.00</i>
<i>CAD – 0 hours x 110.....</i>	<i>\$0.00</i>
<i>Three-man field crew – 6 hours x 185.....</i>	<i>\$1,110.00</i>
<i>Data Collector – 6 hours x 40.....</i>	<i>\$240.00</i>
<i>Clerical – 0 hours x 80.....</i>	<i>\$0.00</i>

*Subtotal of Phase 1..... \$2,700.00*

**PHASE 2: EAST WALNUT AND OLD ALVIN BOUNDARY, TOPOGRAPHIC AND UTILITY INVESTIGATION SURVEY**

2. *Establish existing right-of-way of East Walnut Street from Highway 35 to Old Alvin Road (approximately 2500')*

*Fee based on the following levels of efforts:*

<i>Principal – 4 hours x 225.....</i>	<i>\$900.00</i>
<i>R.P.L.S. – 20 hours x 150 .....</i>	<i>\$3,000.00</i>
<i>CAD – 20 hours x 110.....</i>	<i>\$2,200.00</i>
<i>Three-man field crew – 20 hours x 185.....</i>	<i>\$3,700.00</i>
<i>Data Collector – 20 hours x 40 .....</i>	<i>\$800.00</i>
<i>Clerical – 4 hours x 80.....</i>	<i>\$320.00</i>

*Subtotal..... \$10,920.00*

3. *Up-date Topographic and Utility Investigation Survey on portion of East Walnut Street from east end of esplanade section east of Highway 35 to a point 200' east of Old Alvin Road (approximately 2,500') (Prior Survey did not include underground utilities)*

*Fee based on the following levels of efforts:*

<i>Principal – 4 hours x 225.....</i>	<i>\$900.00</i>
<i>R.P.L.S. – 4 hours x 150 .....</i>	<i>\$600.00</i>
<i>CAD – 30 hours x 110.....</i>	<i>\$3,300.00</i>
<i>Three-man field crew – 24 hours x 185.....</i>	<i>\$4,440.00</i>
<i>Data Collector – 24 hours x 40 .....</i>	<i>\$960.00</i>
<i>Clerical – 4 hours x 80.....</i>	<i>\$320.00</i>

*Subtotal..... \$10,520.00*

4. *Up-date Topographic and Utility Investigation Survey on Old Alvin Road from East Walnut Street to Mary's Creek*

*Fee based on the following levels of efforts:*

<i>Principal – 2 hours x 225.....</i>	<i>\$450.00</i>
<i>R.P.L.S. – 2 hours x 150 .....</i>	<i>\$300.00</i>
<i>CAD – 12 hours x 110.....</i>	<i>\$1,320.00</i>
<i>Three-man field crew – 8 hours x 185.....</i>	<i>\$1,480.00</i>
<i>Data Collector – 8 hours x 40 .....</i>	<i>\$320.00</i>
<i>Clerical – 2 hours x 80.....</i>	<i>\$160.00</i>

*Subtotal..... \$4,030.00*

*Subtotal of Phase 2..... \$25,470.00*

**PHASE 3: WATER SEWER EASEMENTS**

5. *Preparation of twelve (12) Water Sewer Easements along south side of East Walnut Street from approximately 400' east of Highway 35 to Old Alvin Road (Fee based on each Parcel being \$1,950.00 each)*

*Fee based on the following levels of efforts:*

<i>Principal – 24 hours x 225.....</i>	<i>\$5,400.00</i>
<i>R.P.L.S. – 72 hours x 150.....</i>	<i>\$10,800.00</i>
<i>CAD – 48 hours x 110.....</i>	<i>\$5,280.00</i>
<i>Three-man field crew – 0 hours x 185.....</i>	<i>\$0.00</i>
<i>Data Collector – 0 hours x 40.....</i>	<i>\$0.00</i>
<i>Clerical – 24 hours x 80.....</i>	<i>\$1,920.00</i>

*Subtotal of Phase 3..... \$23,400.00*

**PHASE 4: DETENTION POND SITE**

6. *Topographic and Utility Investigation Survey on 3 acre Detention Basin Site out of Lot "P", Replat of Pearland Pavilion and 50' strip outside perimeter*

*Fee based on the following levels of efforts:*

<i>Principal – 2 hours x 225.....</i>	<i>\$450.00</i>
<i>R.P.L.S. – 3 hours x 150.....</i>	<i>\$450.00</i>
<i>CAD – 12 hours x 110.....</i>	<i>\$1,320.00</i>
<i>Three-man field crew – 24 hours x 185.....</i>	<i>\$4,440.00</i>
<i>Data Collector – 24 hours x 40.....</i>	<i>\$960.00</i>
<i>Clerical – 2 hours x 80.....</i>	<i>\$160.00</i>

*Subtotal..... \$7,780.00*

7. *Boundary Survey on 3 acre Detention Basin Site out of Lot "P", Replat of Pearland Pavilion*

*Fee based on the following levels of efforts:*

<i>Principal – 2 hours x 225.....</i>	<i>\$450.00</i>
<i>R.P.L.S. – 5 hours x 150.....</i>	<i>\$750.00</i>
<i>CAD – 8 hours x 110.....</i>	<i>\$880.00</i>
<i>Three-man field crew – 8 hours x 185.....</i>	<i>\$1,480.00</i>
<i>Data Collector – 24 hours x 40.....</i>	<i>\$960.00</i>
<i>Clerical – 2 hours x 80.....</i>	<i>\$160.00</i>

*Subtotal..... \$4,680.00*

*Subtotal of Phase 4..... \$12,460.00*

**PHASE 5: CONTROL SHEET**

**8. Preparation of Horizontal and Vertical Control Sheet**

*Fee based on the following levels of efforts:*

<i>Principal – 3 hours x 225</i> .....	<i>\$675.00</i>
<i>R.P.L.S. – 12 hours x 150</i> .....	<i>\$1,800.00</i>
<i>CAD – 10 hours x 110</i> .....	<i>\$1,100.00</i>
<i>Three-man field crew – 12 hours x 185</i> .....	<i>\$2,220.00</i>
<i>Data Collector – 12 hours x 40</i> .....	<i>\$480.00</i>
<i>Clerical – 2 hours x 80</i> .....	<i>\$160.00</i>

**Subtotal of Phase 5**..... **\$6,435.00**

**Total Amount of Proposal**..... **\$70,465.00**

Any changes or revisions in the scope of the project after authorization to proceed will be billed on an hourly basis as described below:

• Principal	\$225.00
• Registered Professional Land Surveyor (RPLS)	\$150.00
• Technical/CAD	\$110.00
• Three-man field crew	\$185.00
• Data Collector	\$40.00
• Clerical	\$80.00

All surveying services are under the jurisdiction of the Texas Board of Land Surveying: 7701 North Lamar, Suite 400; Austin, Texas 78752; phone number: 512-452-9427. Any complaints about surveying services should be sent to the above address to the attention of Complaints Officer of the Board.

Thank you for the opportunity to submit this proposal and we look forward to working with you.

Sincerely,

Approved & Accepted



C. L. Davis, R.P.L.S.

Mr. Muhammad Ali, PE                      Date  
LAN, Inc.



# EXHIBIT E

## **GEOTEST ENGINEERING, INC.**

*Geotechnical Engineers & Materials Testing*

5600 Bintliff Drive

Houston, Texas 77036

Telephone: (713) 266-0588

Fax: (713) 266-2977

**Proposal No. 1130036399**

June 6, 2016

Mr. Muhammad M. Ali, P.E.  
Lockwood, Andrews & Newnam, Inc.  
2925 Briarpark Drive, Suite 400  
Houston, Texas 77007

**Re: Proposal for a Phase I Environmental Site Assessment (ESA)  
Old Town Pearland Drainage Study Project  
Pearland, Texas**

Dear Mr. Ali

We are pleased to submit this revised proposal for performing the Phase I Environmental Site Assessment (ESA) for the referenced project. Phase I ESA will be conducted in general accordance with latest ASTM E1527.

The project is comprised of installing storm sewer boxes along Walnut street from east of Main Street (Hwy 35) to Old Alvin Road and along old Alvin from Walnut Street to the outfall at Mary's Creek. The project also includes construction of a detention basin west of Old Alvin Street near the intersection of Walnut Street. It should be noted that a Phase I ESA study was performed by HVJ Associates (Report No. 1019720 dated August 12, 2011) for the project. However, for the current limits of the study are altered from the previous project alignment.

### Purpose and Scope

The purpose of this ESA is to identify and document any known or potential sources of environmental contamination (Recognized Environmental Conditions) (RECs) on or around the project alignment. The scope of this study will include:

1. Review regulatory agency lists for records regarding possible hazardous material handling, spills, storage and production at the site or in the vicinity that may potentially threaten the subject property. These lists include: CERCLIS, RCRIS, NPL, ERNS, PST, LPST, superfund sites and waste disposal sites.
2. Review selected aerial photography for the past use activity in the site from the 1950's (or whatever available) to present to identify any signs of potential environmental contamination.
3. Review additional records such as topographic maps, sanborn maps, city directories, wetland inventory maps and fire insurance maps.
5. Perform a site and surrounding area reconnaissance and on-site interviews to identify any indications of potential environmental contamination.
6. Prepare a Phase I Environmental Site Assessment report describing the findings of this study.

Project Schedule

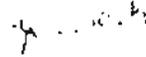
We will be able to begin our study within one week upon receipt of your written authorization. The draft report including one (1) hard copy and one (1) electronic copy will be submitted in about six (6) weeks after receiving your notice to proceed. The final report including two (2) hard copies and one (1) electronic copy will be submitted upon receiving the comments.

Fee

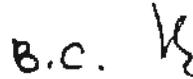
Based on the scope of work outlined above, the fee of preparing and submitting Phase I ESA report will be a lump sum cost of \$4,725.00. The cost breakdown is shown on Attachment No. 1.

We appreciate the opportunity to propose on this project. We hope that this proposal meets your approval. If you have any questions, please call us. Please indicate your formal acceptance by signing one copy of this letter in the space below and returning one original to us.

Sincerely,  
**GEOTEST ENGINEERING, INC.**



Naresh Kolli, P.E.  
Assistant Project Manager



Mohan Ballagere, P.E.  
Vice President

MB\ego  
Copies Submitted: (1)  
Enclosures: Attachment No. 1  
PC38\Environmental\Proposals\30036399.doc

APPROVED BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTACHMENT NO. 1**

**COST BREAKDOWN**

	<u>QUANTITY</u>	<u>UNIT RATE</u>	<u>COST</u>
<b>Document Research</b>			
Regulatory Agency Listings	1 ea.	\$500.00	\$500.00
City Directories	1 ea.	\$220.00	\$220.00
Vehicle Charge	8 Hr.	\$7.50	\$60.00
	Subtotal:		<u>\$780.00</u>
<b>Engineering Services</b>			
Project Manager	3.0 hrs.	\$147.00	\$441.00
Project Engineer	28.0 hrs.	\$96.00	\$2,688.00
Support Personnel	16.0 hrs.	\$51.00	\$816.00
	Subtotal:		<u>\$3,845.00</u>
	<b>Total Cost</b>		<b><u>\$4,725.00</u></b>



# GEOTEST ENGINEERING, INC.

*Geotechnical Engineers & Materials Testing*

5600 Bintliff Drive

Houston, Texas 77036

Telephone: (713) 266-0588

Fax: (713) 266-2977

**Proposal No. 1130036499**

June 06, 2016

Mr. Muhammad M. Ali, P.E.  
Lockwood, Andrews & Newnam, Inc.  
2925 Briarpark Drive, Suite 400  
Houston, Texas 77007

**Re: Proposal for a Phase II Environmental Site Assessment (ESA)  
Old Town Pearland Drainage Study Project  
Pearland, Texas**

Dear Mr. Ali

As per your request, Geotest Engineering, Inc. (Geotest) is pleased to submit this revised budgetary proposal for performing the Phase II Environmental Site Assessment (ESA) for the referenced project. The project is comprised of installing storm sewer boxes along Walnut street from east of Main Street (Hwy 35) to Old Alvin Road and along old Alvin from Walnut Street to the outfall at Marys Creek. The project also includes construction of a detention basin west of Old Alvin Street near the intersection of Walnut Street. It should be noted that a Phase II ESA was performed by HVJ Associates for the project (HVJ Report No. HE1019720 dated October 12, 2012).

The purpose of this Phase II ESA investigation will be to evaluate the presence of possible soil and ground water contamination from any REC sites along the project alignment. The number of borings and depth of borings will be determined after completion of the Phase I ESA study. However, for budgetary purpose we estimate an approximate amount of \$15,000.00 for the Phase II ESA study along the project area. This amount includes drilling and sampling 10 borings to a depth of 20 feet, analytical testing including TPH, VOCs and metals for both soil and groundwater and preparation of environmental report.

We appreciate the opportunity to propose on this project. We hope this proposal meets your approval.

Very truly yours,  
**GEOTEST ENGINEERING, INC.**

B.C.

Mohan Ballagerc, P.E.  
Vice President

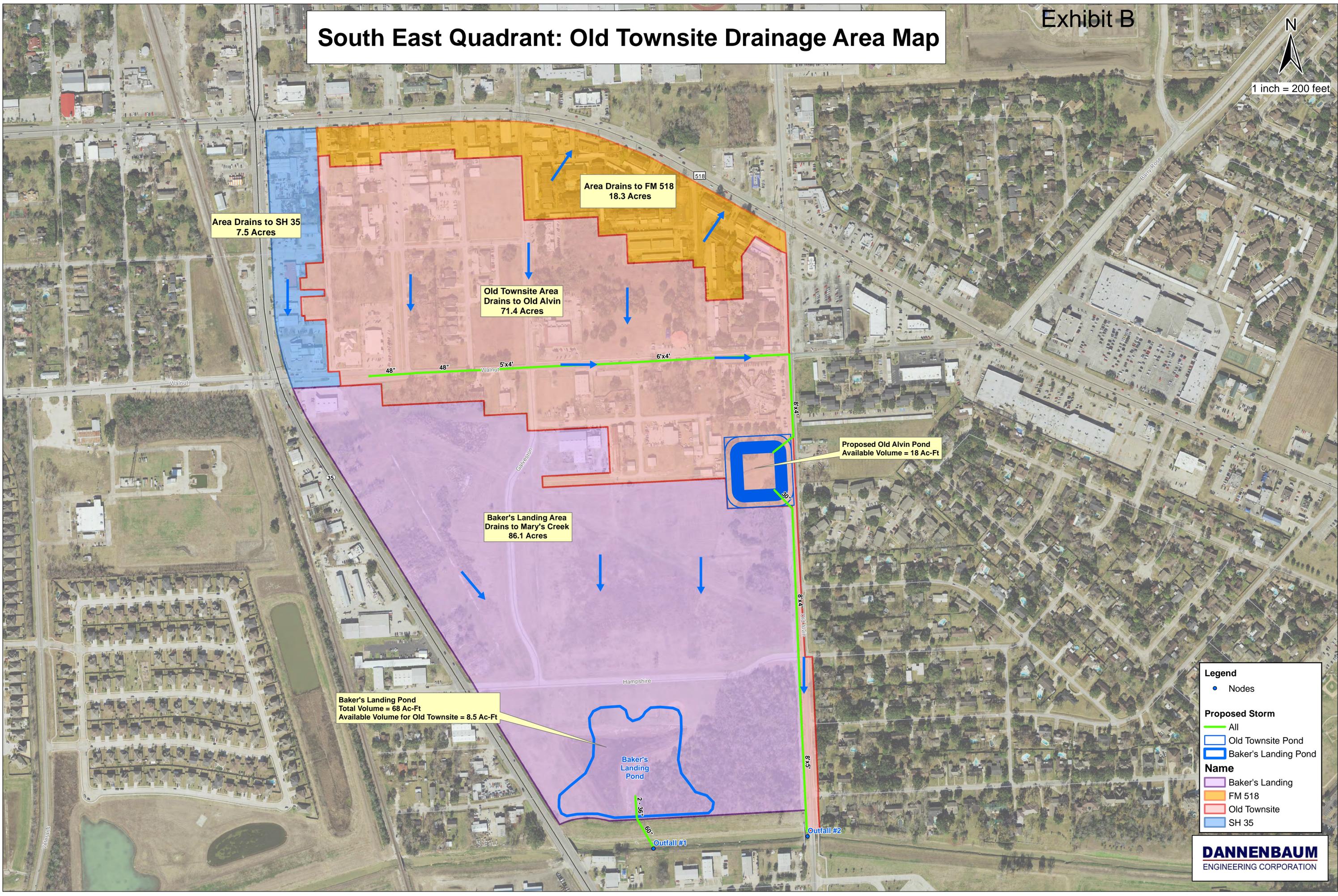
MB\ego

Copies Submitted: (1)

PC38\Environmental\Proposals\30036499.DOC

# South East Quadrant: Old Townsite Drainage Area Map

Exhibit B



**Legend**

- Nodes

**Proposed Storm**

- All
- Old Townsite Pond
- Baker's Landing Pond

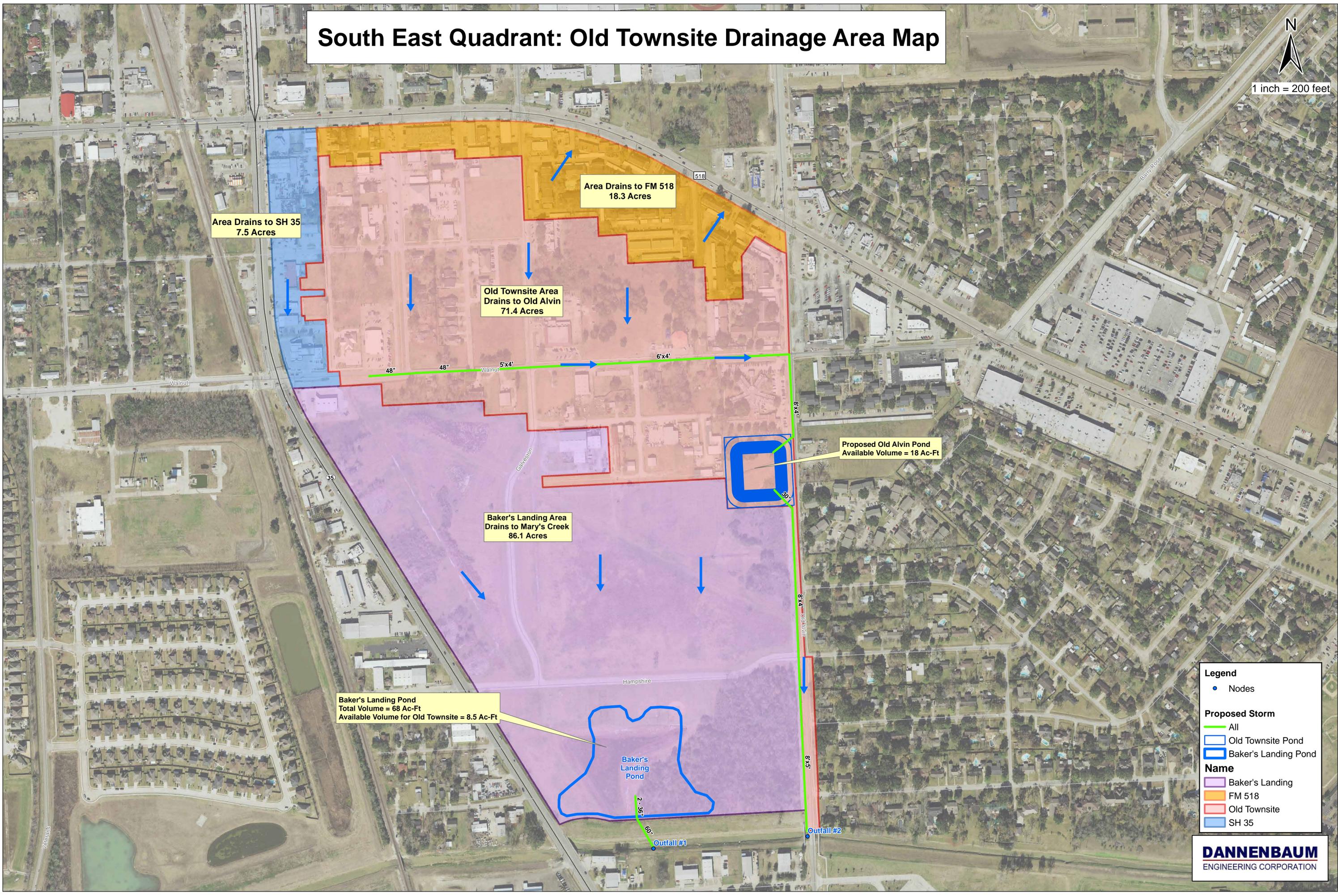
**Name**

- Baker's Landing
- FM 518
- Old Townsite
- SH 35

# South East Quadrant: Old Townsite Drainage Area Map



1 inch = 200 feet



Area Drains to SH 35  
7.5 Acres

Area Drains to FM 518  
18.3 Acres

Old Townsite Area  
Drains to Old Alvin  
71.4 Acres

Baker's Landing Area  
Drains to Mary's Creek  
86.1 Acres

Proposed Old Alvin Pond  
Available Volume = 18 Ac-Ft

Baker's Landing Pond  
Total Volume = 68 Ac-Ft  
Available Volume for Old Townsite = 8.5 Ac-Ft

Baker's  
Landing  
Pond

**Legend**

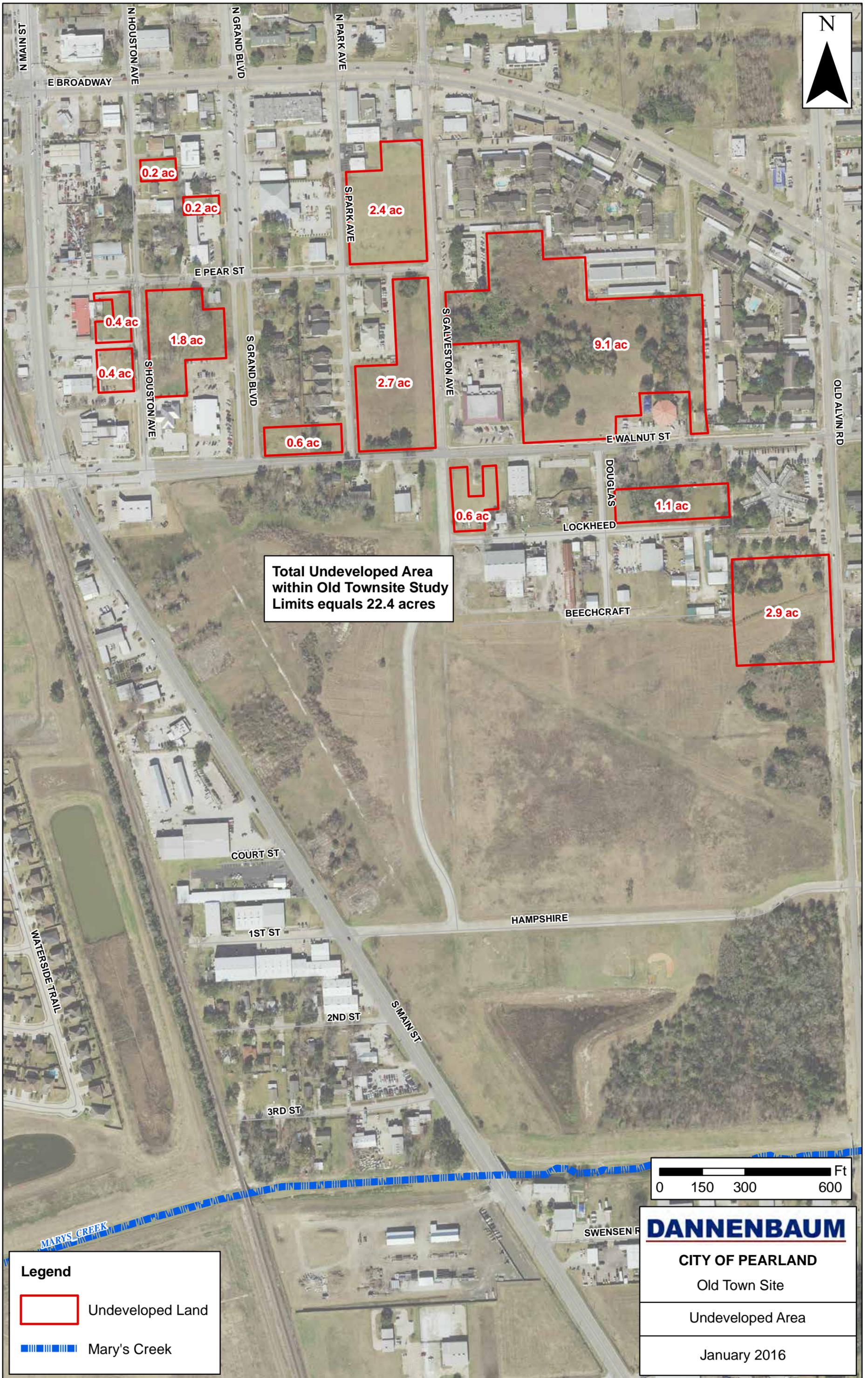
- Nodes

**Proposed Storm**

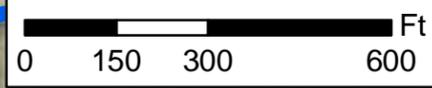
- All
- ▭ Old Townsite Pond
- ▭ Baker's Landing Pond

**Name**

- ▭ Baker's Landing
- ▭ FM 518
- ▭ Old Townsite
- ▭ SH 35



**Total Undeveloped Area  
within Old Townsite Study  
Limits equals 22.4 acres**



**DANNENBAUM**

**CITY OF PEARLAND**

Old Town Site

Undeveloped Area

January 2016

**Legend**

- Undeveloped Land
- Mary's Creek



# Memo

Exhibit C

To: Clay Pearson, City Manager

From: Andrea Brinkley, Project Manger

Cc: Trent Epperson, Assistant City Manager  
Susan Polka, Director of Engineering  
Skipper Jones, Assistant Director, Projects  
Eric Wilson, Public Works Director

Date: June 9, 2016

Re: Southeast Quadrant of Old Townsite Drainage

6/14/2016  
To: Mayor and City Council members  
Further update on progress for public drainage improvements and options for private development around east of railroad tracks and south of FM 518 area. Clay

## Status Update and Background:

This is the second Memo Update, and includes the project background, design status, and coordination of the project with the Baker's Landing development. Past Memos are: 1/21/16. Related Memo: 5/5/16 - April 18<sup>th</sup> Storm Event.

## Background:

The Old Townsite Drainage project was included in the FY 2013 Capital Improvement Program. The project area is located in the southeast quadrant of Old Town Site, and area bounded by FM518/Broadway on the north, Mary's Creek on the south, SH 35/Main St. on the west, and Old Alvin Rd. on the east. The objective of the project is to create a sub-regional drainage plan for the southeast quadrant, including detention storage that would improve existing drainage, provide conveyance and storage volume to allow the area to redevelop without the need for individual detention facilities (frog ponds) throughout the area, as well as to provide required detention need for widening of roadways within the project boundary, and address localized issues. The strategy pursued by staff has been to coordinate the project goals and objectives with pending and future development efforts within the area.

In October, 2014, Council awarded a contract for a Drainage Study and Preliminary Engineering Report to Dannenbaum Engineering with an original scope of study including a large area (Broadway to Mary's Creek and SH 35/Main to Old Alvin Rd) with the intent to provide a large detention pond for regional detention and drainage improvement purposes.

In early 2015 the Baker's Landing private development was initiated and was approved later the same year. The original concept of the drainage project was adjusted, as the large pond concept was included as part of the Bakers Landing project. Staff coordinated with the Baker's Landing project, and a new drainage scope and two part solution emerged: a pond oversizing for detention and a second pond and drainage trunkline for conveyance.

The first part of the solution will be completed via a developer agreement with Baker's Landing developer, D.R. Horton. The developer agreement was approved in December 2015. The agreement includes the provision of 8.5 acre-feet of detention by oversizing the Baker's Landing pond. The construction on the Baker's Landing pond is underway and is roughly 70% complete at this time.

The second part of the solution was to identify the remaining drainage area and detention needs based on future roadway improvements and future development, and recommend a pond location and conveyance system. A recommendation was proposed by the Drainage Study which was recently completed. The proposed pond location was identified along Old Alvin Rd, south of the Walnut Street intersection and the conveyance system identified included Walnut Street (from S. Houston St. to Old Alvin Rd) and Old Alvin Road (from Walnut St. to Mary's Creek) as the route for a main storm sewer trunk-line, with an outfall at Mary's Creek. The combined total of both components of the detention solution is 26.5 acre-ft. with 8.5 acre-ft of provided in the Baker's Landing Pond and 18 acre-ft. provided by the second pond and conveyance system.

At the time of the last memo, the City was preparing to make an offer to purchase the pond property, and at this time, the property has been acquired. Also, on June 27<sup>th</sup>, a design contract for the remaining scope of work (the conveyance trunk lines and second detention pond) will be submitted for Council approval. Staff has negotiated a contract with Lockwood, Andrews & Newnam, Inc. (LAN) as the design engineer. The design effort is expected to be complete within nine (9) months, followed by a bid phase duration of three (3) months. Construction is estimated to be approximately twelve (12) months in duration, based on information known at this time.

Once construction of the trunk lines and the second pond is completed, development in the area will be able to buy-in to the regional detention system. Depending on their location, additional conveyance infrastructure may be necessary. The cost of buy-in will be based on the cost to implement the total regional detention solution.

Attachments:

1. Exhibit 1 – Undeveloped area – 22.4 acres
2. Exhibit 2 - Drainage Area Map of South East Quadrant of Old Townsite

**RESOLUTION NO. R2016-110**

**A Resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into a contract with Lockwood, Andrews & Newnam, Inc., in an amount not to exceed \$400,037, for engineering services associated with the Southeast Quadrant of Old Townsite Drainage Improvements; and authorizing the appropriation of \$175,000 from the Fund 506 fund balance.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS:**

**Section 1.** That certain contract for engineering services associated with the Southeast Quadrant of Old Townsite Drainage Improvements, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes, is hereby authorized and approved.

**Section 2.** That the City Manager or his designee is hereby authorized to execute and the City Secretary to attest a contract for engineering services associated with the Southeast Quadrant of Old Townsite Drainage Improvements.

PASSED, APPROVED and ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_, A.D.,  
2016.

\_\_\_\_\_  
TOM REID  
MAYOR

ATTEST:

\_\_\_\_\_  
YOUNG LORFING, TRMC  
CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
DARRIN M. COKER  
CITY ATTORNEY

**AGENDA REQUEST  
BUSINESS OF THE CITY COUNCIL  
CITY OF PEARLAND, TEXAS**

<b>AGENDA OF:</b> June 27, 2016	<b>ITEM NO.:</b> R2016-109								
<b>DATE SUBMITTED:</b> June 10, 2016	<b>DEPT. OF ORIGIN:</b> Engineering & Capital Projects								
<b>PREPARED BY:</b> Andrea Brinkley	<b>PRESENTOR:</b> Sue Polka, P.E.								
<b>REVIEWED BY:</b> Jon R. Branson	<b>REVIEW DATE:</b> June 21, 2016								
<b>SUBJECT:</b> R2016-109 - A Resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into a Master Services Agreement with Ardurra Group LLC, in an amount not to exceed \$376,134, for Owner's Representative Services associated with the Surface Water Plant; and authorizing the appropriation of \$300,000 from the Fund 550 fund balance.									
<b>EXHIBITS:</b> R-2016- 109, A – Master Services Agreement for Owner's Representative Services associated with the Surface Water Plant, B – Location Maps									
<b>FUNDING:</b> <table style="width: 100%; border: none;"> <tr> <td style="width: 25%;"><input type="checkbox"/> Grant</td> <td style="width: 25%;"><input type="checkbox"/> Developer/Other</td> <td style="width: 25%;"><input type="checkbox"/> Cash</td> <td style="width: 25%;"></td> </tr> <tr> <td><input checked="" type="checkbox"/> Bonds To Be Sold</td> <td><input checked="" type="checkbox"/> Bonds- Sold</td> <td><input type="checkbox"/> L/P – Sold</td> <td><input type="checkbox"/> L/P – To Be Sold</td> </tr> </table>		<input type="checkbox"/> Grant	<input type="checkbox"/> Developer/Other	<input type="checkbox"/> Cash		<input checked="" type="checkbox"/> Bonds To Be Sold	<input checked="" type="checkbox"/> Bonds- Sold	<input type="checkbox"/> L/P – Sold	<input type="checkbox"/> L/P – To Be Sold
<input type="checkbox"/> Grant	<input type="checkbox"/> Developer/Other	<input type="checkbox"/> Cash							
<input checked="" type="checkbox"/> Bonds To Be Sold	<input checked="" type="checkbox"/> Bonds- Sold	<input type="checkbox"/> L/P – Sold	<input type="checkbox"/> L/P – To Be Sold						
<b>EXPENDITURE REQUIRED:</b> \$376,134 <b>AMOUNT BUDGETED:</b> \$100,000 <b>AMOUNT AVAILABLE:</b> \$100,000 <b>PROJECT NO.:</b> WA1605 <b>ACCOUNT NO.:</b> 550-300-345.5600.010 <b>ADDITIONAL APPROPRIATION REQUIRED:</b> \$300,000 from Fund 550 Balance <b>ACCOUNT NO.:</b> <b>PROJECT NO.:</b>									
<b>To be completed by Department:</b> <input checked="" type="checkbox"/> Finance <input checked="" type="checkbox"/> Legal                      Ordinance <input checked="" type="checkbox"/> Resolution									

**EXECUTIVE SUMMARY**

**BACKGROUND**

This project is included in the FY2016 Capital Improvement Program (CIP). The overall project scope includes the preliminary design, pilot testing, final design, and construction of the first phase (10 MGD) Surface Water Treatment plant and associated water conveyance infrastructure. The Surface Water Plant will treat raw water from the Gulf Coast Water Authority (GCWA) canal and will distribute the water throughout the City via four (4) water transmission lines. In the future, a second 10 MGD expansion is planned.

The Surface Water Plant will be located on City owned property along CR 48 south of CR 59, near the GCWA canal crossing at CR 48 and Mustang Bayou. The City owns property immediately adjacent to the GCWA canal, also commonly called the American Canal. Also on the property are a pre-existing large reservoir and a small pond.

The primary purpose of the project is to secure a drinking water source to meet future drinking water demand, provide an alternative water source to City of Houston, reduce water costs and position the City to provide water to other local communities. The City has moved forward to secure rights with the Gulf Coast Water Authority's American Canal to provide a stable water source, since this has become a regional issue, and will be necessary for future growth and sustainability of the City.

In May 2016, Council approved the applications for Texas Water Development Board financing for the Surface Water Plant. The applications for the State Water Implementation Fund for Texas (SWIFT) program and the Drinking Water State Revolving Fund (DWSRF) have been filed and staff are working to select the most favorable loan program for the City.

### **SCOPE OF CONTRACT/AGREEMENT**

The Master Services Agreement (MSA) proposed is recommended due to the size, scope and time duration that this project will require. The MSA will include authorization of work by Task Order, with each task order including a scope, schedule and cost. Task Orders will be submitted to Council for consideration as the scope and cost necessitate.

This Task Order No. 1 is related to preliminary work required for funding and studies and specifically includes funding application assistance, the development of an engineering feasibility study and report, design consultant request for proposals and selection assistance, water quality review assistance, overall water system conveyance analysis and project management services.

Ardurra Group, LLC (Ardurra) was selected to perform this scope of work based on their experience with similar projects of similar size and scope. Ardurra is currently performing work for the City on the wastewater system. Staff has reviewed the proposal, reviewed the firm's past performance and has found the firm to be qualified to perform these services and the proposal to be reasonable and within historic limits.

The proposal consists of funding application assistance totaling \$106,881, an engineering feasibility study and report totaling \$156,294, design consultant request for proposals and selection assistance totaling \$40,420, water quality review assistance totaling \$21,044, overall water system conveyance analysis totaling \$17,686 and project management services totaling \$33,809. The total of all Task Order No. 1 services are a lump sum total of \$376,134. The estimated construction of all Surface Water Plant improvements is \$145 million.

The FY16 CIP budget includes \$100,000 for preliminary engineering work. Additional preliminary funds in the amount of \$300,000 are requested to be appropriated from the fund balance in Fund 550 in order to move forward with this preliminary work on schedule. The City plans to request that all costs above \$100,000 be included in Texas Water Development Board financing.

### **BID AND AWARD**

N/A.

**SCHEDULE**

The Task Order No. 1 work will begin with a Notice to Proceed within 10 days of agreement award, and is expected to be complete within six (6) months.

**POLICY/GOAL CONSIDERATION**

**Sustainable Infrastructure & Healthy Economy:** This project was specifically identified in the 2016-2020 Capital Improvement Program and fits into the Sustainable Infrastructure and Healthy Economy Council Goals. This project will improve the City with a sustainable and safe drinking water source that will meet current and future growth demands.

**CURRENT AND FUTURE CIP FUNDING /FINANCIAL IMPACTS/DEBT SERVICE**

The funding shown reflects the FY16 Capital Improvement Program. An appropriation from Water and Sewer Fund Balance (Fund 550) is included in this request. Additional funding is requested for this project in the FY17 Capital Improvement Program.

Year	To Date	2017	2018	2019	2020	Total
<b>Budget</b>	\$ 100,000	\$ 2,915,000	\$ 6,900,000	\$ 31,000,000	\$ 34,000,000	\$ 74,915,000
Prior Expenditures						
PER						-
Land/ROW						-
Design/Survey						-
Construction						-
FF&E						-
<b>Current Request</b>						-
<b>Design/Survey</b>	376,134					376,134
Future Expenditures						
PER						-
Land/ROW						-
Design/Survey						-
Construction						-
FF&E						-
<b>Total Expenditures</b>	\$ 376,134	\$ -	\$ -	\$ -	\$ -	\$ 376,134
<b>Remaining Balance</b>	\$ (276,134)	\$ 2,638,866	\$ 9,538,866	\$ 40,538,866	\$ 74,538,866	\$ 74,538,866

Debt Sold						
Debt to Be Sold		37,613	301,500	991,500	4,091,500	
<b>Annual Debt Service</b>	-	<b>37,613</b>	<b>301,500</b>	<b>991,500</b>	<b>4,091,500</b>	

**O&M IMPACT INFORMATION**

Operation and Maintenance costs are planned starting in future years following the construction of the facility.

Year	2016	2017	2018	2019	2020
Operation and Maintenance Costs					

## **RECOMMENDED ACTION**

Staff recommends that City Council approved the appropriation of the necessary additional funds in the amount of \$300,000 from the fund balance in Fund 550 and approve the request enter into a Master Services Agreement with Ardurra Group, LLC. in the amount of \$376,134 for professional services for Surface Water Plant and authorize the City Manager to execute the same.

## MASTER SERVICE AGREEMENT

This Master Service Agreement (MSA) (Agreement) is made this \_\_\_\_\_ day of June, 2016 by and between the City of Pearland having offices at 3519 Liberty Drive Pearland, Texas 77581, hereinafter referred to as the "CITY" and **Ardurra Group LLC, (Ardurra)**, a company formed under the laws of the State of Louisiana and having offices at 2032 Buffalo Terrace, Houston, Texas 77019, hereinafter referred to as "CONSULTANT."

WHEREAS, the CITY desires to contract with the CONSULTANT from time to time to provide Owner's Representative services to support the ongoing Enterprise Fund projects; and

WHEREAS, the CONSULTANT is willing to provide such services on a nonexclusive basis; and

WHEREAS this Agreement does not obligate CITY to order work from CONSULTANT, nor does it obligate CONSULTANT to accept orders for work, but it shall control and govern all work accepted by CONSULTANT under written Task Orders and shall define the rights, obligations, and liabilities of CITY and CONSULTANT during the term hereof with respect to the matters covered herein; and

NOW THEREFORE, in consideration of the faithful performance of the terms and conditions set forth herein, the parties hereto agree as follows:

### ARTICLE 1 - TASK ORDERS

- 1.1 Tasks to be performed in conjunction with this agreement are as outlined in each specific Task Order.
- 1.2 CITY may, from time to time, request CONSULTANT to perform services (Work) hereunder by issuing CONSULTANT a written Task Order, which shall set forth a Scope of Work including:
  - a) The location of the Work Site;
  - b) The Work required to be performed, including any drawings, plans and/or specifications applicable to such Work;
  - c) The time limits within which such Work must be completed to CITY'S satisfaction;
  - d) The CITY'S office to which CONSULTANT is to render its invoice; and
  - e) Any other requirements applicable to such Work not inconsistent with the other terms and conditions of this Agreement.
- 1.2 The CONSULTANT shall review the Task Order, prepare a cost estimate to complete the Scope of Work, agree to an estimated schedule for performance, and return the Task Order for CITY'S authorization.
- 1.3 CITY may also issue oral Task Orders to which CONSULTANT will respond with a written proposal.
- 1.4 Upon receipt of CITY'S written acceptance, the CONSULTANT shall commence the Work as detailed on the Task Order. Facsimiles and/or email of executed Task Orders will be accepted in emergency situations to expedite the commencement of Work.
- 1.5 In the event of conflict between the requirement of a Task Order and this Agreement, the Agreement will, in all cases, take precedence, unless a variance is specifically noted and agreed to by both parties.

## **ARTICLE 2. COMPENSATION**

- 2.1 CONSULTANT will bill for its services as defined on the specific task order. Acceptable contracting methods include lump sum, cost plus, time and materials based on the Rate Schedule included in specific Task Order or other mutually agreeable method. Use of CONSULTANT-owned equipment will be billed in accordance with CONSULTANT'S standard fee schedule. The CONSULTANT'S pricing, unless otherwise stated, shall not include any present or future federal, state, or local property, license, privilege, sales, use, excise, gross receipts or other like taxes or assessments, which may be applicable to, measured by, imposed upon, or resulting from the performance of the Work. If used, Revised Rate Schedules will be submitted to the CITY annually to reflect changes in compensation for the categories listed.
- 2.2 CONSULTANT will submit monthly invoices for Services rendered. Payment terms are net thirty(30) days from date of invoice. If CITY objects to all or any portion of an invoice, it will notify CONSULTANT of the same within fifteen (15) days from the date of receipt of the invoice and will pay that portion of the invoice not in dispute within thirty (30) days from the date of the invoice, and the parties shall immediately make every effort to settle the disputed portion of the invoice.
- 2.3 If CITY fails to make any payment due CONSULTANT within thirty (30) days after receipt of an invoice, other than those amounts being disputed by CITY as provided in Section 2.2 above, then the amount due CONSULTANT will increase at the rate of 1.5 percent per month after the 30th day. In addition, CONSULTANT may, after giving seven (7) calendar days' written notice to CITY, suspend its Services and any deliverables until CONSULTANT has been paid in full for all amounts outstanding more than thirty (30) days. In the event that payment in full is not received, CONSULTANT reserves the right to have collection handled by CONSULTANT'S attorneys and any and all costs of collection, including reasonable attorney's fees, shall be paid by CITY.

## **ARTICLE 3. CITY'S RESPONSIBILITIES**

- 3.1 CITY will furnish to CONSULTANT all existing studies, reports, data and other information available to CITY necessary for performance of the work and authorize CONSULTANT to obtain additional data as required. CONSULTANT will be entitled to use and rely upon all such information and services.
- 3.2 Where necessary to the performance of the work, CITY shall arrange for CONSULTANT access to any site or property.
- 3.3 In the event of scheduled, prearranged or mandated events, meetings, access to sites, delivery of documentation or other obligations, the responsibility of which the CITY has agreed to and upon which the CONSULTANT relied, and which events, meetings, entrees to sites, delivery of documentation or other obligations could not or did not take place, or were required to be rescheduled because of the failure of the CITY in the discharge of the CITY'S obligations, all costs associated with that rescheduling shall be borne by the CITY.
- 3.4 If the work involves excavations or drilling, it is the responsibility of the CITY to provide the CONSULTANT with assistance in locating underground structures or utilities in the vicinity of any exploration or investigations; provided, however, that in no event shall CITY be liable for any damage caused by CONSULTANT's failure to properly locate such underground structures or utilities.

- 3.5 CITY recognizes that, when it is known, assumed or suspected that hazardous materials exist on or beneath the surface of the site of the Work or within any structure thereon, certain sampling materials,
- 3.6 In the event of conflict between the requirement of a Task Order and this Agreement, this Agreement shall take precedence.

#### **ARTICLE 4. PERFORMANCE OF SERVICE AND EXTENSION OF AGREEMENT**

- 4.1 CONSULTANT shall perform the services at times and at locations as CITY may request. CONSULTANT shall use its best efforts in the performance of services hereunder and represents that such services will be performed in a professional, timely, efficient and competent manner. CONSULTANT shall comply with all laws, rules, regulations and requirements of CITY and any applicable governmental authorities in connection with the performance of the services. In addition, CONSULTANT shall, at its own expense, obtain and maintain during the Term all necessary licenses, permits, approvals and other authorizations required in connection with performance of the services.
- 4.2 This Agreement shall commence on the date set forth above and shall automatically renew with the agreement of both parties for subsequent one-year terms with provisions for annual rate schedule changes, or as identified in Task Orders or CONSULTANT'S proposals, unless otherwise terminated in accordance with the provisions of this Agreement.
- 4.3 The dates of performance shall be interpreted as a material consideration in the Agreement; however, in the absence of an amended Agreement, dates shall not be construed as falling within the meaning of "time is of the essence."
- 4.4 The schedule and compensation may be influenced by the availability of information, public and regulatory agency concerns, weather, and numerous other factors that may not be foreseen during initial project planning. The CITY and CONSULTANT will negotiate in good faith and mutually agree on proposed schedule and costs changes as they occur, as appropriate.
- 4.5 Services additional to those set forth in the Task Order will be performed and completed within the time period and compensation agreed to in writing by the parties at the time such services are authorized.
- 4.6 If any time period within or date by which any of CONSULTANT'S services are to be performed is exceeded for reasons outside of CONSULTANT'S reasonable control, all rates, measures and amounts of compensation and the time for completion of performance shall be subject to equitable adjustment.
- 4.7 Pro Trak: Consultant shall use this along with a standard reporting process.

#### **ARTICLE 5. CONFIDENTIALITY**

- 5.1 The CONSULTANT and the CITY (including the employees, officers, agents, and directors of the respective parties) shall treat as confidential and proprietary, and will not disclose to others during or subsequent to the term of this Agreement, except as is necessary to perform the work under this Agreement, any information whether verbal or written of any description whatsoever, (including any technical information, experience, or data) regarding either party's plans, programs, plants, processes, products, costs, equipment, or operations, which may come within the knowledge of the parties in the performance of this Agreement, without in each instance securing the prior written consent of the other party. Nothing contained within

this Article shall prevent either party from disclosing to others, or using in any manner, information which has been published and has become part of the public domain other than by acts, omissions, or fault of either party; has been furnished or made known to either party by third parties directly or indirectly; or was developed independently by either party.

- 5.2 In the event that either party shall be required by subpoena, court, or administrative order to disclose any of the information deemed by this Agreement to be confidential and/or proprietary, that party shall give immediate written notice to the other party. Upon receipt of the notice, the party whose information may be disclosed shall have the right to interpose all objections to the disclosure.

#### **ARTICLE 6. STANDARD OF CARE**

- 6.1 In performing services, CONSULTANT agrees to exercise professional judgment, made on the basis of the information available to CONSULTANT, and to use the same degree of care and skill ordinarily exercised in similar circumstances by consultants performing comparable services. This standard of care shall be judged as of the time and place the services are rendered, and not according to later standards.
- 6.2 CONSULTANT makes no other warranty, expressed or implied.

#### **ARTICLE 7. INSURANCE**

CONSULTANT, at its own expense and at all times during the Term, will maintain (i) commercial general liability insurance applicable to CONSULTANT's operations related to this Agreement, including coverage for the contractual indemnification provided by CONSULTANT, providing on an occurrence basis a minimum combined single limit of \$1,000,000.00 with a general aggregate limit of \$2,000,000.00, and (ii) business automobile liability insurance providing on an occurrence basis a minimum combined single limit of \$500,000.00. Such insurance shall name CITY and its affiliates and subsidiaries as additional insureds. CONSULTANT further will maintain such insurance as will fully protect CONSULTANT and CITY from any and all claims by employees of CONSULTANT under the workers' compensation act or employers' liability laws, including any employers' disability insurance laws, and from any and all other claims of whatsoever kind or nature for any and all damage to property or for personal injury, including death to anyone whomsoever, that may arise from operations by CONSULTANT or by anyone directly or indirectly engaged or employed by CONSULTANT. All policies of insurance shall be primary and non-contributory with any other coverage elsewhere afforded or available to CITY, as well as provide primary coverage for all losses and damages caused by the perils covered thereby. The policies will provide that they may not be canceled or altered without at least thirty (30) days prior written notice to CITY. CONSULTANT will deliver to CITY satisfactory evidence of all such insurance upon the execution of this Agreement and at least ten (10) days prior to the expiration of any policy term. The form, content and insurers for each policy shall be subject to the satisfaction of CITY. If CONSULTANT fails for any reason other than the fault of CITY to provide all of the insurance required by this Section 7, CITY shall be entitled (but have no obligation), in addition to all other remedies available to CITY as a result of such default, to purchase such insurance not provided by CONSULTANT and collect from CONSULTANT (or retain from sums otherwise owing to CONSULTANT) an amount equal to the premiums paid by CITY, plus a late charge equal to 10% per annum on the amount of such premiums, calculated from the date such insurance was due until CONSULTANT pays the amount of such premiums plus late charge to CITY.

## **ARTICLE 8. INDEMNITY**

- 8.1 To the fullest extent permitted by law, the CONSULTANT hereby agrees as follows:
- a) with regard to the professional services performed and to be performed hereunder by or through the CONSULTANT, CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold CITY harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the proportionate extent that Claims are caused by CONSULTANT's negligent services or willful misconduct. The indemnity obligations provided under this section shall only apply to the extent such Claims are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence or willful misconduct of CONSULTANT. The CONSULTANT shall have no duty to defend but shall reimburse defense costs to the same extent as the overall indemnity obligations herein. These indemnity obligations shall not apply to the extent said Claims arise out of, pertain to, or relate to the negligence of CITY or their agents, or other independent contractors, or other consultants of CITY, or others who are directly responsible to CITY, or for defects in design or construction furnished by those persons and/or entities; and
  - b) with regard to any acts or omissions of the CONSULTANT in connection with this Agreement which do not comprise professional services, the CONSULTANT further agrees to indemnify, defend and hold harmless CITY from and against any and all claims, demand actions, causes of action, losses, liabilities, costs, reasonable attorneys' fees and litigation expenses (all of the foregoing being hereinafter individually and collectively called "claims") provided that any such claim is attributable to bodily injury, death, or property damage suffered or incurred by, or asserted against, the Indemnified Parties to the extent, but only to the extent, that the claims are the result of any negligent act or omission by the CONSULTANT, its consultants or subconsultants or anyone for whom the CONSULTANT is responsible under this agreement, excluding, however, bodily injury, death or property damage arising out of the rendering or failure to render any professional services by the CONSULTANT (which is covered by Section "8.1a" above).
- 8.2 CITY agrees, to the fullest extent permitted by law, to indemnify and hold CONSULTANT harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CITY's willful misconduct or negligent acts, errors or omissions.
- 8.3 Neither CITY nor CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or willful misconduct.

## **ARTICLE 9. ALLOCATION OF RISK**

- 9.1 To the fullest extent permitted by law, the total liability in the aggregate of CONSULTANT and its employees, subcontractors or suppliers to CITY and anyone claiming by, through or under CITY on all claims of any kind (excluding claims for death or bodily injury) arising out of or in any way related to CONSULTANT'S services, or from any cause or causes whatsoever, including but not limited to negligence, errors, omissions, strict liability, indemnity or breach of contract, shall not exceed the compensation received by CONSULTANT for the Task Order upon which such liability is based, or the maximum amount of the CONSULTANT'S insurance coverage, whichever is greater.

- 9.2 In no event, whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall CONSULTANT, its employees, subcontractors or suppliers be liable for loss of profits or revenue; loss of use of any equipment or facilities; cost of capital; cost of purchased power; cost of substitute equipment, facilities or services; downtime costs; any special consequential, incidental or exemplary damages; or claims of customers of CITY.
- 9.3 If CONSULTANT furnishes CITY with advice or assistance concerning any products, systems or services, which is not required under the Scope of Work or any other contract among the parties, the furnishing of such advice or assistance will not subject CONSULTANT to any liability whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

#### **ARTICLE 10. OWNERSHIP OF DOCUMENTS**

- 10.1 In the event CONSULTANT prepares a written report related or pertaining to the Work, CONSULTANT shall furnish to CITY the number of copies of such report specified in the Task Order as well as supporting documents and media directly related to the production of said work that include AutoCAD files, surveys, and laboratory test data. Except for the reports and previously mentioned data, all other field data and notes, calculations, estimates and other documents, which the CONSULTANT prepares, shall remain the property of the CONSULTANT. The CITY agrees that all reports and other work the CONSULTANT provides, which are not paid for, will be returned or destroyed by CITY upon demand and will not be used for any purpose whatsoever other than those purposes contemplated in this Agreement and any Task Order. CONSULTANT hereby assigns and agrees to assign to CITY all rights to inventions, trade secrets, copyrights and technical data developed, conceived or reduced to practice by CONSULTANT, alone or jointly with others, which directly result from services performed under this Agreement, including all documents, plans, proposals, reports, programs, screens, forms, scripts, procedures, functions, analysis, data, ideas, specifications, descriptions, notes, and designs prepared or furnished by CONSULTANT, CITY or any other party in connection with the consulting assignment of the CONSULTANT pursuant to this Agreement. Such obligation to assign shall be effective during the Term and for one year thereafter, except such items that CONSULTANT can prove were conceived by CONSULTANT after the termination of this Agreement and not under circumstances contrary to any provision of this Agreement. CONSULTANT shall provide detailed written descriptions of any inventions, trade secrets, copyrights and technical data to be assigned as requested by CITY, and shall cooperate with CITY as needed in order to protect and enforce proprietary rights of CITY.
- 10.2 Any report prepared as part of the work will be prepared solely for use of the CITY. Other third parties are not to rely on the report unless both CONSULTANT and CITY consent in writing to such reliance. CONSULTANT may assess a charge in connection with documenting such consent.
- 10.3 CONSULTANT will prepare and perform the work according to the scope and purposes of this Agreement and Task Orders. To the extent that the work product is utilized in any manner outside the scope and purposes of this contract, CONSULTANT reserves the right to notify directly any third-party recipient of the limitations of the work product due to the scope and purposes of the contract under which it was prepared. It is expressly acknowledged that this reservation by CONSULTANT is necessary to protect and preserve CONSULTANT'S professional reputation with respect to its work product.

## **ARTICLE 11. INDEPENDENT CONTRACTOR; AUTHORITY**

11.1 This Agreement does not, and shall not be construed to, make CONSULTANT the agent or legal representative of CITY. CONSULTANT does not have, and shall disclaim, any right, power or authority to assume or create any obligations for, on behalf of, or in the name of CITY or to deal with CITY's property. CONSULTANT shall not incur or contract, or purport to incur or contract, any debt or obligation on behalf of CITY, or commit any act, make any representation, or advertise in any manner that may adversely affect any right of CITY or be detrimental to CITY's good name and reputation. CONSULTANT shall not have any authority over any employee or officer of CITY, nor shall CITY be required in any manner to implement any plans or suggestions CONSULTANT may provide.

## **ARTICLE 12. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

12.1 The CONSULTANT shall observe all applicable provisions of the federal, state and local laws and regulations, including those relating to equal opportunity employment.

## **ARTICLE 13. SAFETY**

13.1 The CITY shall be obligated to inform the CONSULTANT and its employees of any applicable site safety procedures and regulations known to CITY, as well as any special safety concerns or dangerous conditions at the site. The CONSULTANT and its employees will be obligated to adhere to such procedures and regulations once notice has been given.

## **ARTICLE 14. LITIGATION**

14.1 At the request of CITY, CONSULTANT agrees to provide testimony and other evidence in any litigation, hearings or proceedings to which CITY is or becomes a party in connection with the work performed under this Agreement. CITY agrees to compensate CONSULTANT at its contract rates for its time and other costs in connection with such evidence or testimony. Similarly, if CONSULTANT is compelled by legal process to provide testimony or produce documents or other evidence in connection with work performed, CONSULTANT agrees to contact CITY prior to providing testimony or producing documents or other evidence and cooperate with CITY and CITY's counsel. CITY agrees to compensate CONSULTANT at its contract rates for its time and expense in connection with such testimony or document and other evidentiary production. In the event the support services of CONSULTANT are required in connection with litigation instituted by or against the CITY, CITY agrees to obtain from CITY'S counsel, a fully executed Agreement for Expert Service.

## **ARTICLE 15. NOTICE**

15.1 All notices to either party by the other shall be deemed to have been sufficiently given when made in writing and delivered in person, by facsimile, certified mail or courier to the address of the respective party that is shown on page 1 of this Agreement or to such other address as such party may designate.

## **ARTICLE 16. TERMINATION**

16.1 CITY reserves the right to delay the commencement of or suspend CONSULTANT's performance of any or all of the Work. The performance of Work under any individual Task Order may be terminated or suspended by either party, in whole or in part. Such termination shall be effected by delivery of fifteen (15) days' prior, written notice specifying the extent to which performance of work is terminated and the date upon which such action shall become effective. In the event work is terminated or suspended by CITY prior to the completion of services contemplated under any Task Order, CONSULTANT shall be paid for (i) the services rendered to the date of termination or suspension; (ii) demobilization costs; (iii) costs incurred with respect to non-cancelable commitments; and (iv) reasonable services provided to effectuate a professional and timely project termination or suspension. Additionally, and notwithstanding anything in this Agreement to the contrary, CITY shall at all times have the right to terminate this Agreement by providing thirty (30) days prior written notice of such termination to CONSULTANT.

## **ARTICLE 17. SEVERABILITY**

17.1 If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of these Terms and Conditions shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

## **ARTICLE 18. WAIVER**

18.1 Any waiver by either party or any provision or condition of these Terms and Conditions shall not be construed or deemed to be a waiver of a subsequent breach of the same provision or condition, unless such waiver is so expressed in writing and signed by the party to be bound.

## **ARTICLE 19. GOVERNING LAW; JURISDICTION**

19.1 This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Texas, without reference to the conflict of laws principles of any jurisdiction. If any permitted suit, action or proceeding is brought in connection with this Agreement, exclusive venue for such suit, action or proceeding shall be in the courts in Brazoria County, Texas, and each party submits to the jurisdiction of such courts for the purpose of any such suit, action or proceeding. Each party irrevocably waives any objections which it may now or hereafter have to the laying of venue of any permitted suit, action or proceeding arising out of or relating to this Agreement brought in the courts located in Brazoria County, Texas, and hereby waives any claim that any such suit, action or proceeding brought in any such court has been brought in any inconvenient forum.

19.2 In the event that either party must resort to legal action to enforce any provision of this Agreement, the non-prevailing party agrees to pay attorney fees and other costs resulting from such action.

**ARTICLE 20. ASSIGNMENTS AND DELEGATION; NO SUBCONTRACTORS**

20.1 This Agreement may not be assigned or transferred by CONSULTANT, in whole or in part, nor may CONSULTANT delegate its duties under this Agreement, in whole or in part, in any of the foregoing circumstances without the prior written consent of CITY, and any assignment or delegation in violation of this Section shall be void. CITY shall have the right to assign this Agreement and any of its rights hereunder to any affiliate of CITY or as a part of a sale or transfer of the stock, assets or business of CITY or any substantial portion thereof. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors and permitted assigns. CONSULTANT shall not engage any third parties or independent contractors to perform the services under this Agreement without the express written consent of CITY.

**ARTICLE 21. CAPTIONS**

21.1 The captions of these Terms and Conditions are intended solely for the convenience of reference and shall not define, limit or affect in any way the provisions, terms and conditions hereof or their interpretation.

**ARTICLE 22. ENTIRE AGREEMENT**

22.1 This Agreement, and the Task Orders, constitute the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions between the parties, whether oral or written in respect of this matter. There are no representations, warranties, collateral agreements, conditions or other agreements between the parties hereto in connection with the subject matter hereof except as specifically set forth herein.

***{Remainder of this page intentionally left blank.}***

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year set forth in this Agreement.

\_\_\_\_\_  
CITY OF PEARLAND

  
\_\_\_\_\_  
CONSULTANT

\_\_\_\_\_  
DATE

06/10/2016  
\_\_\_\_\_  
DATE

# ATTACHMENT A

## TASK ORDER No. 1

### **MASTER SERVICE AGREEMENT (MSA), Project Management Services**

Pursuant and subject to the above captioned MSA dated \_\_\_\_\_ between the City of Pearland and Ardurra Group LLC. The City hereby requests that Consultant perform the work described below upon the terms set forth:

#### **CITY PROVIDED INFORMATION:**

Work Site: Surface Water Plant (Project # - WA 1605)

Work to Be Performed: Provide Owner's Representative Services for the project listed above.

Drawings, plans, specifications are not attached: yes

Date and Time to Commence: June 27, 2016

Date and Time to Complete: June 30, 2017

Equipment, vehicles, tools, materials, supplies to be furnished or obtained through third parties by the CITY (if any): Costs are outlined in the detailed Scope of Services, Level of Effort and include reproduction costs and mileage.

Invoice Mailing Instructions: Invoices will be submitted to Pearland Project Manager – Andrea Brinkley via Manage It, the City's Project Management Information System.

Other Requirements or Variance from MSA (if any): N/A

#### **CONSULTANT PROVIDED INFORMATION:**

Compensation: \$ 376,134

Billing Terms: Hourly Not to Exceed and Lump Sum

Scope of Work: See Detailed Scope of Services for Task Order No. 1

#### **ACCEPTANCE:**

The foregoing TASK ORDER is accepted on the terms set forth as indicated by the signatures below.

**CONSULTANT:** Ardurra Group LLC

**City of Pearland**

By:  \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Jeffrey S. Peters

Printed Name: \_\_\_\_\_

Title: Principal Engineer

Title: \_\_\_\_\_

Date: 6/20/16

Date: \_\_\_\_\_

June 9, 2016

Mrs. Andrea Brinkley  
City of Pearland  
Engineering & Capital Projects  
3519 Liberty Drive  
Pearland, Texas 77581

Subject: Task Order No. 1 - Proposal for Professional Engineering Services  
Owner's Representation Services for the  
10 MGD Surface Water Treatment Plant

Dear Mrs. Brinkley:

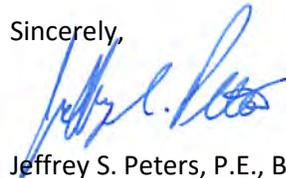
Ardurra Group, LLC (Ardurra) is excited to have the opportunity to submit this proposal to the City of Pearland to provide professional engineering services in conjunction with the subject project.

Please find the attached **Exhibit 1A-Scope of Services** which provides the detailed scope of services for the planning and preliminary engineering and professional for the initial stages of the subject project. These services include funding application assistance, preliminary feasibility report, water quality data review, final design consultant procurement assistance, and water system conveyance analysis.

Based on the scope of services included in **Exhibit 1A**, we propose to complete the work under a maximum not to exceed basis in the amount of \$376,134.00 as shown in the task breakdown on **Table A-1**. Also, please find the attached detailed level of effort tabulation as well as the anticipated completion schedule.

We look forward to beginning work on this important project and appreciate the opportunity to serve the City of Pearland. If you have any questions or require additional information, please contact me at 713-385-5601.

Sincerely,



Jeffrey S. Peters, P.E., BCEE  
Principal Engineer  
Ardurra Group, LLC  
TPBE Firm Registration No. 17004

Attachments



# Task Order No. 1

## Detailed Scope of Services

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June 9, 2016

**Scope of Services**  
**For**  
**Owner's Representative Services**  
**For**  
**10 MGD Surface Water Treatment Plant**

The Engineer will execute tasks necessary to perform Owner's Representative duties and responsibilities for planning and development activities related to the proposed surface water treatment plant (SWTP) for the City of Pearland as defined in this Task Order. The initial work tasks associated with these engineering services is separated into the following services and tasks:

1. Project Management Services
  2. TWDB Funding Application Assistance
  3. Engineering Feasibility Study and Report
  4. Design Consultant RFQ and Selection Assistance
  5. Water Quality Review Assistance
  6. Overall Water System Conveyance Analysis
- 
1. PROJECT MANAGEMENT SERVICES
    - 1.1. Coordinate with staff and project personnel to complete project tasks and meet project objectives;
    - 1.2. Engineer will conduct monthly progress meetings throughout the project with City staff to review work completed to date, project schedule, and other issues. Engineer will provide appropriate and necessary documentation;
    - 1.3. Coordinate lead/conduct project workshops needed throughout the course of the project and prepare agendas, materials, exhibits or coordinate production of same as necessary to execute required tasks;
    - 1.4. Coordinate, lead/conduct, and/or participate in site visits as necessary in the execution of or required tasks;
    - 1.5. Develop and maintain a project schedule with detailed milestones;
    - 1.6. Generate monthly status reports and preparation of invoices to be submitted together for review and approval;
    - 1.7. Provide quality control reviews and technical reviews of all evaluations and recommendations, technical memoranda, and reports, and;



# Task Order No. 1

## Detailed Scope of Services

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1.8. Work with City Project Manager (and other designated City personnel) to coordinate City reviews of work products. Work with internal project team to document and incorporate City comments.

### 2. TWDB FUNDING APPLICATION ASSISTANCE

#### 2.1. SWIFT Funding Assistance

2.1.1. Prepare an application and necessary exhibits for funding assistance from the Texas Water Development Board (TWDB) through the SWIFT funding mechanism and submit the application by the statutory deadline of May 11, 2016.

2.1.2. Coordinate with TWDB as necessary to complete the application.

#### 2.2. Drinking Water SRF Funding Assistance

2.2.1. Prepare an application and necessary exhibits for funding assistance from the Texas Water Development Board (TWDB) through the Drinking Water funding mechanism by completing the DWSRF IUP Solicitation Packet – Project Information Form.

2.2.2. Prepare an application and necessary exhibits for funding assistance from the Texas Water Development Board (TWDB) through the Drinking Water funding mechanism by completing the full DWSRF application and supporting exhibits.

2.2.3. Prepare necessary Environmental Documents (EID) required for submission of the DWSRF application with FEDERAL assistance including:

2.2.3.1. TWDB Federal Environmental Review (EID) (TWDB-0801) latest revision.

2.2.3.2. Waters of the US delineation

2.2.3.3. Texas Historical Commission Request for Coordination

2.2.4. Tasks NOT included in this Task Order, but reserved for future Task Order include:

2.2.4.1. USACE Application for Department of the Army Permit (Form 4345)

2.2.4.2. Threatened and Endangered Species Habitat Evaluation

2.2.4.3. Archaeological Pedestrian Survey

2.2.5. Coordinate with the TWDB as necessary to complete the application.



# Task Order No. 1

## Detailed Scope of Services

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- 2.3. Preparing, presenting and attending public meetings as may be required by the Texas Water Development Board process to complete the application process. This does NOT include attendance in Austin for meetings with the TWDB.
3. ENGINEERING FEASIBILITY STUDY AND REPORT (PER TEXAS WATER DEVELOPMENT BOARD GUIDANCE DOCUMENT TWDB-0555)
  - 3.1. Existing System Description
    - 3.1.1. Provide an overview of the City's water system using maps and narration. Create GIS maps that illustrate the City service area, key water infrastructure (wells, surface water take points, storage facilities) and major transmission pipelines.
    - 3.1.2. Summarize existing water supplies, with quantity and quality of water as exhibits.
    - 3.1.3. Discuss key features of the distribution system with illustrations of pipe diameters, materials and age.
  - 3.2. Water Demand versus Supply Analysis
    - 3.2.1. Summarize present and future areas to be served, with population data to ultimate buildout. Scope assumes that City will provide the future service area, land use and population projections information.
    - 3.2.2. Describe current per capita water use along with projected water use/needs. Review historical trends in population and water use to explain projected water use/needs. Scope assumes that City would provide the historical water billing information
    - 3.2.3. Summarize present and estimated future maximum and minimum water demands. This will include the projected maximum daily demands along with average annual daily demands.
    - 3.2.4. Provide a description of the water supply alternatives considered and reasons for the selection of the proposed water supply to augment to existing supplies.
    - 3.2.5. Develop the long-term water demands versus supplies analysis. Based on the analysis, determine proposed interim and final water treatment capacity planning requirements for the new surface water treatment plant.
  - 3.3. Preliminary Site Assessment
    - 3.3.1. Description of proposed site and surroundings for the surface water treatment plant facilities.



# Task Order No. 1

## Detailed Scope of Services

---

3.3.2. Provide adequate mapping to describe the locations and layout of proposed surface water treatment facilities.

3.3.3. Detail the location of any existing infrastructure that affects the ability to locate water facilities in the area.

3.3.4. Indicate flood plain location, required buffers and easements

### 3.4. Permitting and Approval Requirements

3.4.1. Identify required regulatory permitting and approvals and develop governmental approvals matrix.

### 3.5. Conceptual Basis of Design for Treatment Plant

3.5.1. In discussions with City, for purposes of funding application, identify a candidate treatment train to develop conceptual basis of design.

3.5.2. Develop Conceptual Basis of Design document with planning-level design criteria and preliminary sizing. Include concept-level sizing of major treatment facilities, proposed site layouts and intake concepts.

### 3.6. Budgetary Cost Opinions

3.6.1. Develop planning-level capital and operations and maintenance (O&M) cost opinions. The capital and O&M cost opinions will meet the American Association of Cost Engineering's Level 5 guidelines.

### 3.7. Preliminary Implementation Schedule

3.7.1. Develop a conceptual-level schedule for project implementation which includes all phases of the project, i.e., evaluations / studies, preliminary engineering, detailed design, construction and start-up and commissioning

### 3.8. Engineering Feasibility Report

3.8.1. Prepare a draft feasibility report summarizing the findings of Task 3.1 through 3.7. Submit the draft feasibility report to City for review.

3.8.2. Finalize the draft report after addressing City comments. Submit six hardcopies and one electronic copy of the signed and sealed report to City



# Task Order No. 1

## Detailed Scope of Services

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### 4. DESIGN CONSULTANT RFQ AND SELECTION ASSISTANCE

- 4.1. Participate in various Design Consultant workshop and presentation meetings as directed by the Owner.
- 4.2. Develop Request for Qualifications for Professional Engineering Services for design of the project. Assist City of Pearland in soliciting and evaluating Statements of Qualifications and contract negotiations

### 5. WATER QUALITY REVIEW ASSISTANCE

- 5.1. Collect and review available historical source water quality characteristics data. Identify any gaps in the water quality data. Analyze the source water quality data and prepare a summary of the data.
- 5.2. Establish treated water quality goals on current and future regulatory requirements and stakeholder input through meetings and discussions. Summarize the treated water quality goals as an exhibit.

### 6. OVERALL WATER SYSTEM CONVEYANCE ANALYSIS

- 6.1. Perform preliminary desktop-level distribution system groundwater / treated surface water blending assessment. Scope assumes that City would provide the historical groundwater and surface water usage and water quality information to conduct the assessment. Scope does not include any distribution system hydraulic or water quality modeling.
- 6.2. Based on the assessment, develop a plan for integration of surface water into predominantly groundwater system. Plan should identify the next steps to facilitate seamless integration

# Task Order No. 1

## Detailed Scope of Services



TABLE A-1  
TO AGREEMENT BETWEEN ENGINEER AND OWNER FOR PROFESSIONAL SERVICES  
FOR  
CITY OF PEARLAND  
OWNERS REPRESENTATIVE SERVICES  
10 MGD SURFACE WATER TREATMENT PLANT

SUMMARY OF SERVICES AND FEES

TASK NO.	TASK DESCRIPTION	LUMP SUM AMOUNT
1	Project Management (HNE)	\$33,809
2	TWDB Funding Application Assistance (HNE)	
2A	SWIFT (RKEI)	\$25,080
2B	DWSRF (RKEI)	\$81,801
3	Engineering Feasibly Study (HNE)(KIT)(RKEI)	\$156,294
4	Design Consultant RFQ and Selection Assistance (HNE)(KIT)	\$40,420
5	Water Quality Review Assistance (HNE)(KIT)	\$21,044
6	Overall Water System Conveyance Analysis (HNE)(KIT)	\$17,686
Total		\$376,134

LS – Lump Sum

HNE – Hourly Not to Exceed

NTE – Not to Exceed

KIT – Task in which KIT will perform work as sub consultant

RKEI – Task in which Raba-Kistner will perform work as a sub consultant

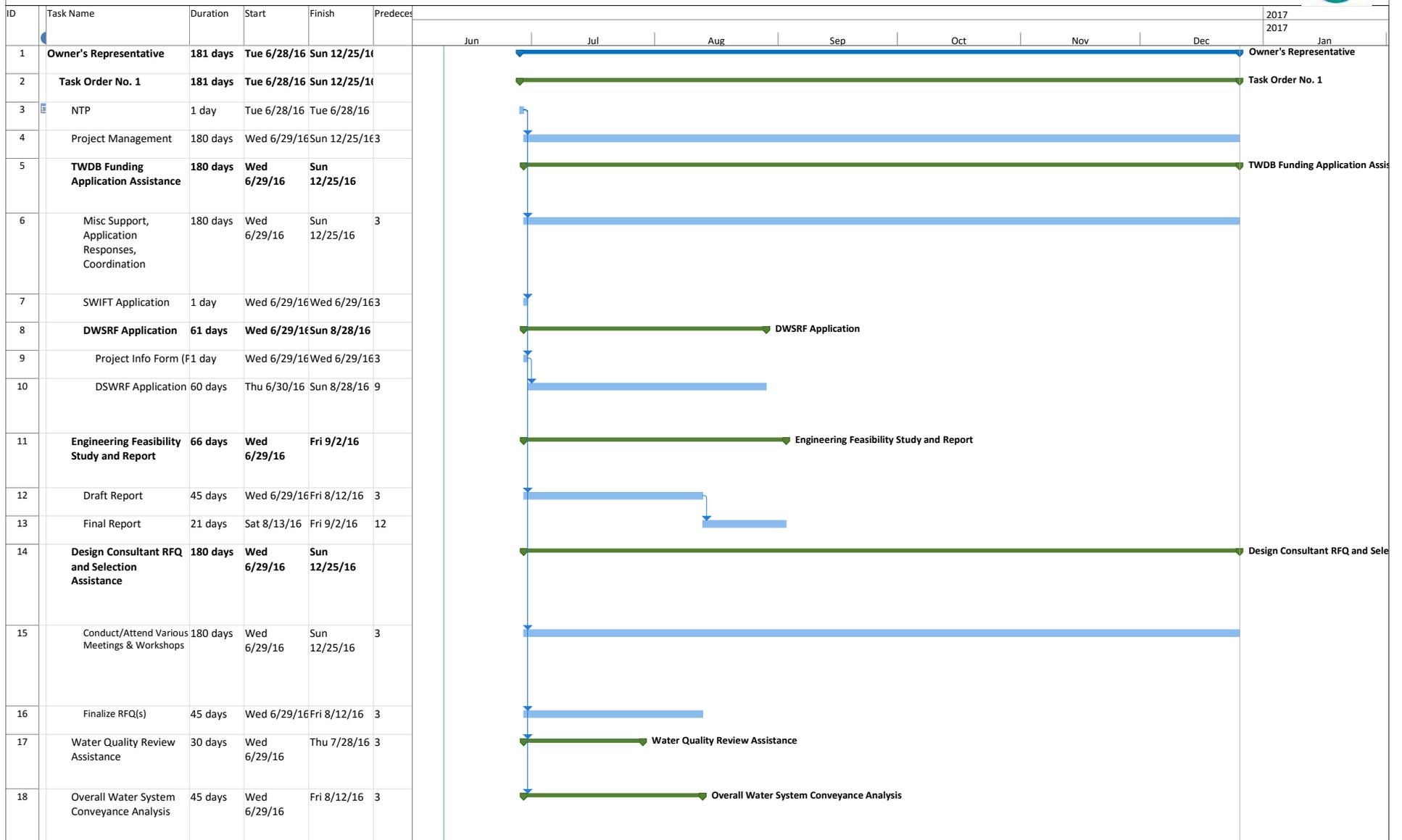
Task Order No. 1  
 Detailed Scope of Services



TABLE A-2  
 TO AGREEMENT BETWEEN ENGINEER AND OWNER  
 FOR  
 PROFESSIONAL SERVICES  
 FOR  
 CITY OF PEARLAND  
 OWNERS REPRESENTATIVE SERVICES  
 10 MGD SURFACE WATER TREATMENT PLANT  
  
 HOURLY LABOR RATES

LABOR CATEGORY	Hourly Rate
Principal/Sr. Proj. Manager	\$230
Sr. Tech Specialist (QA/QC)	\$230
Engineer 7	\$200
Engineer 5/6	\$180
Engineer 3/4	\$160
Engineer 1/2	\$140
Senior Designer/Drafter	\$135
Drafter	\$110
Sr. GIS Technician	\$135
GIS Technician	\$90
Administrative/Accounting	\$90

Task Order No. 1  
Detailed Scope of Services



Pearland Surface Water Treatment Plant  
Date: Thu 6/9/16



Task	Project Summary	Inactive Milestone	Manual Summary Rollup	Deadline	Progress
Split	External Tasks	Inactive Summary	Manual Summary	Progress	Manual Progress
Milestone	External Milestone	Manual Task	Start-only	Manual Progress	Manual Progress
Summary	Inactive Task	Duration-only	Finish-only	Manual Progress	Manual Progress

Task Order No. 1  
 Exhibit B - Fee Schedule and Breakdown  
 City of Pearland  
 Surface Water Treatment Plant

Task No.	Task Description	Principal/ Sr. Project Manager		Senior Technical		Process Mechanical/ Civil		Sr. CAD Designer		GIS Specialist		Admin Support & Accounting		OP \$	ODC \$	Totals \$	Totals total hours
		\$230 /hr	\$	\$230 /hr	\$	\$155 /hr	\$	\$135 /hr	\$	\$120 /hr	\$	\$90 /hr	\$				
<b>1</b>	<b>Project Management</b>	60	\$13,800	8	\$1,840	24	\$3,720		\$0		\$0	24	\$2,160	\$11,789	\$500	\$33,809	116
<b>2</b>	<b>TWDB Funding Application Assistance</b>	168	\$38,640	4	\$920	104	\$16,120	0	\$0	\$0	\$0	28	\$2,520	\$60,381	\$600	\$106,881	244
2.1	SWIFT	84	\$19,320	0	\$0	24	\$3,720	0	\$0	0	\$0	16	\$1,440	\$0	\$600	\$25,080	124
	- Initial Application	44	\$10,120	0	\$0	16	\$2,480		\$0		\$0	6	\$540	\$500	\$13,640	66	
	- Follow up/Answering Questions	40	\$9,200	0	\$0	8	\$1,240		\$0		\$0	8	\$720	\$100	\$11,260	56	
2.2	DWSRF	84	\$19,320	4	\$920	80	\$12,400	0	\$0	0	\$0	12	\$1,080	\$60,381	\$0	\$81,801	120
	- Initial Application (IUP per TWDB Form)	16	\$3,680		\$0	16	\$2,480		\$0		\$0	4	\$360		\$6,520	36	
	- Complete Application	20	\$4,600	4	\$920	40	\$6,200		\$0		\$0	4	\$360		\$12,080	68	
	- Environmental Impact Document	8	\$1,840		\$0	4	\$620		\$0		\$0	4	\$360	\$60,381	\$63,201	16	
	- Follow up/Aswering Questions	40	\$9,200		\$0	20	\$3,100		\$0		\$0						
<b>3</b>	<b>Engineering Feasibility Study</b>	60	\$13,800	24	\$5,520	120	\$18,600	32	\$4,320	\$8	\$960	16	\$1,440	\$111,154	\$500	\$156,294	260
<b>4</b>	<b>Design Consultant RFQ and Selection Assistance</b>	120	\$27,600	24	\$5,520	0	\$0		\$0		\$0	20	\$1,800	\$5,000	\$500	\$40,420	164
<b>5</b>	<b>Water Quality Review Assistance</b>	0	\$0	0	\$0	0	\$0		\$0		\$0	0	\$0	\$20,544	\$500	\$21,044	0
<b>6</b>	<b>Overall Water System Conveyance Analysis</b>	0	\$0	0	\$0	0	\$0		\$0		\$0	0	\$0	\$17,186	\$500	\$17,686	0
	<b>Subtotal</b>	<b>228</b>	<b>\$52,440</b>	<b>28</b>	<b>\$6,440</b>	<b>224</b>	<b>\$34,720</b>	<b>32</b>	<b>\$4,320</b>	<b>8</b>	<b>\$960</b>	<b>44</b>	<b>\$3,960</b>	<b>\$171,535</b>	<b>\$1,100</b>	<b>\$376,134</b>	<b>504</b>
	<b>Basic Services Subtotal</b>	<b>228</b>	<b>\$52,440</b>	<b>28</b>	<b>\$6,440</b>	<b>224</b>	<b>\$34,720</b>	<b>32</b>	<b>\$4,320</b>	<b>8</b>	<b>\$960</b>	<b>44</b>	<b>\$3,960</b>	<b>\$171,535</b>	<b>\$1,100</b>	<b>\$376,134</b>	<b>504</b>

Notes: 1. OP = Outside Professional; ODC = Other Direct Costs



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**City of Pearland 10 MGD Surface Water Treatment Plant  
Owner's Representative Services  
Funding Application Assistance  
Engineering Feasibility Report  
Scope of Services**

**1. PROJECT MANAGEMENT / MEETINGS**

- 1.1. Conduct a project initiation meeting to identify and establish a clear set of goals and objectives for the project based on client input, review critical success factors, identify key schedule milestones, and develop preliminary data needs list and assign responsible person(s) to collect and provide data.
- 1.2. Participate in a site visit of the proposed surface water treatment plant site.
- 1.3. Attend progress meetings to review work completed to date, review schedule and planned work, and identify action items. These meetings will be approximately two hours in duration. Scope assumes four progress meetings.
- 1.4. Assist with coordination of project workshops at key milestones. Assistance will include preparation of materials and exhibits or slides to facilitate discussions during workshops. Scope assumes two workshops.
- 1.5. Generate monthly status reports and preparation of invoices to be submitted together for review and approval.

**2. WATER QUALITY REVIEW ASSISTANCE**

- 2.1. Collect and review available historical source water quality characteristics data. Identify any gaps in the water quality data. Analyze the source water quality data and prepare a summary of the data.
- 2.2. Establish treated water quality goals based on current and future regulatory requirements and stakeholder input through meetings and discussions. Summarize the treated water quality goals as an exhibit.



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### 3. OVERALL WATER SYSTEM CONVEYANCE ANALYSIS

- 3.1. Perform preliminary desktop-level distribution system groundwater / treated surface water blending assessment. Scope assumes that City would provide the historical groundwater and surface water usage and water quality information to conduct the assessment. Scope does not include any distribution system hydraulic or water quality modeling.
- 3.2. Based on the assessment, develop a plan for integration of surface water into predominantly groundwater system. Plan should identify the next steps to facilitate seamless integration.

### 4. ENGINEERING FEASIBILITY STUDY AND REPORT (Per Texas Water Development Board Guidance Document TWDB-0555)

#### 4.1. Existing System Description

- 4.1.1. Provide an overview of the City's water system using maps and narration. Create GIS maps that illustrate the City service area, key water infrastructure (wells, surface water take points, storage facilities) and major transmission pipelines.
- 4.1.2. Summarize existing water supplies, with quantity and quality of water as exhibits.
- 4.1.3. Discuss key features of the distribution system with illustrations of pipe diameters, materials and age.

#### 4.2. Water Demand versus Supply Analysis

- 4.2.1. Summarize present and future areas to be served, with population data to ultimate buildout. Scope assumes that City will provide the future service area, land use and population projections information.
- 4.2.2. Describe current per capita water use along with projected water use/needs. Review historical trends in population and water use to explain projected water use/needs. Scope assumes that City would provide the historical water billing information.
- 4.2.3. Summarize present and estimated future maximum and minimum water demands. This will include the projected maximum daily demands along with average annual daily demands.
- 4.2.4. Provide a description of the water supply alternatives considered and reasons for the selection of the proposed water supply to augment to existing supplies.
- 4.2.5. Develop the long-term water demands versus supplies analysis. Based on the analysis, determine proposed interim and final water treatment capacity planning requirements for the new surface water treatment plant.

#### 4.3. Preliminary Site Assessment

4.3.1. Description of proposed site and surroundings for the surface water treatment plant facilities.

4.3.2. Provide adequate mapping to describe the locations and layout of proposed surface water treatment facilities.

4.3.3. Detail the location of any existing infrastructure that affects the ability to locate water facilities in the area.

4.3.4. Indicate flood plain location, required buffers and easements.

#### 4.4. Permitting and Approval Requirements

4.4.1. Identify required regulatory permitting and approvals and develop governmental approvals matrix.

#### 4.5. Conceptual Basis of Design for Treatment Plant

4.5.1. In discussions with City, for purposes of funding application, identify a candidate treatment train to develop conceptual basis of design.

4.5.2. Develop Conceptual Basis of Design document with planning-level design criteria and preliminary sizing. Include concept-level sizing of major treatment facilities, proposed site layouts and intake concepts.

#### 4.6. Budgetary Cost Opinions

4.6.1. Develop planning-level capital and operations and maintenance (O&M) cost opinions. The capital and O&M cost opinions will meet the American Association of Cost Engineering's Level 5 guidelines.

#### 4.7. Preliminary Implementation Schedule

4.7.1. Develop a conceptual-level schedule for project implementation which includes all phases of the project, i.e., evaluations / studies, preliminary engineering, detailed design, construction and start-up and commissioning.

#### 4.8. Engineering Feasibility Report

4.8.1. Prepare a draft feasibility report summarizing the findings of Task 4.1 through 4.7. Submit the draft feasibility report to City for review.



4.8.2. Finalize the draft report after addressing City comments. Submit six hardcopies and one electronic copy of the signed and sealed report to City.

#### **SERVICES / INFORMATION TO BE PROVIDED BY THE CITY**

City will provide the following information:

- Shapefiles of City service area with locations of key water infrastructure, i.e., wells, storage facilities, surface water take-points, pipelines and customers information.
- Distribution system infrastructure information – pipe network layout, sizes, age, and material of construction.
- Record drawings of groundwater wells, storage tanks, and surface water take-point facilities.
- Historical well pumpage and surface water utilization information.
- Historical water quality information for groundwater, surface water and distribution system.
- Distribution system operation information under average and peak demand conditions – system pressures, pressure zones/planes, storage tank operation, flushing practices.
- Information related to surface water treatment plant site – parcels map, surveying information, geotechnical reports, fore bay improvements and site access information.
- Surface water rights information – letters/agreements with BRA indicating capacities and timelines of validity.
- Agreements with agencies (i.e., GCWA) for existing surface water supplies.
- Water conservation measures and their impact on reduction of per capita water demands.
- Drought contingency plan information.
- Historical water billing data or information.

CITY OF PEARLAND 10 MGD SURFACE WATER TREATMENT PLANT  
 OWNER'S REPRESENTATIVE SERVICES  
 FUNDING APPLICATION ASSISTANCE - ENGINEERING FEASIBILITY REPORT  
 Level of Effort Estimate

Task #	Discipline/Expertise	Billing Rate		\$230		\$224		\$208		\$144		\$112		\$96		\$80		Sub-task Hours	Sub-task Cost	Sub-task ODCs <sup>1</sup>	Total Cost
		Principal / Technical Manager		Senior Technical Specialist / PM		Senior Project Engineer		Project Engineer / GIS Specialist		Staff Engineer		CADD Drafter		Admin / Biller							
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost						
1	<b>Project Management / Meetings</b>																				
1.1	Project initiation meeting	2	\$461	2	\$448		\$0		\$0		\$0		\$0		\$0	2	\$160	6	\$1,069	\$64	\$1,133
1.2	Plant site visit	3	\$691	3	\$672	3	\$624		\$0		\$0		\$0		\$0		\$0	9	\$1,987	\$119	\$2,106
1.3	Progress meetings (4 #, 2-hr each)	8	\$1,843	8	\$1,792	4	\$832	16	\$2,304		\$0		\$0		\$0	2	\$160	38	\$6,931	\$416	\$7,347
1.4	Milestone workshops (2 #, 3-hr each)	6	\$1,382	6	\$1,344	3	\$624	12	\$1,728		\$0		\$0		\$0	2	\$160	29	\$5,238	\$314	\$5,553
1.5	Montly reports and invoicing		\$0	8	\$1,792		\$0		\$0		\$0		\$0		\$0	8	\$640	16	\$2,432	\$146	\$2,578
	<b>Project Management / Meetings - Sub Total</b>	19	\$4,378	27	\$6,048	10	\$2,080	28	\$4,032	0	\$0	0	\$0	0	\$0	14	\$1,120	98	\$17,658	\$1,059	\$18,717
2	<b>Water Quality Review Assistance</b>																				
2.1	Collect and review available historical source water quality characteristics data	2	\$461	4	\$896		\$0	16	\$2,304	48	\$5,376		\$0		\$0		\$0	70	\$9,037	\$542	\$9,579
2.2	Establish treated water quality goals	1	\$230	8	\$1,792		\$0	32	\$4,608	16	\$1,792		\$0		\$0	2	\$160	59	\$8,582	\$515	\$9,097
	<b>Water Quality Review Assistance - Sub Total</b>	3	\$691	12	\$2,688	0	\$0	48	\$6,912	64	\$7,168	0	\$0	0	\$0	2	\$160	129	\$17,619	\$1,057	\$18,676
3	<b>Overall Water System Conveyance Analysis</b>																				
3.1	Perform preliminary desktop-level distribution system GW/SW blending assessment	2	\$461	12	\$2,688		\$0	40	\$5,760	8	\$896		\$0		\$0		\$0	62	\$9,805	\$588	\$10,393
3.2	Develop a plan for integration of surface water into predominantly groundwater system	1	\$230	10	\$2,240		\$0	16	\$2,304		\$0		\$0		\$0	2	\$160	29	\$4,934	\$296	\$5,230
	<b>Water System Conveyance Analysis -Sub Total</b>	3	\$691	22	\$4,928	0	\$0	56	\$8,064	8	\$896	0	\$0	0	\$0	2	\$160	91	\$14,739	\$884	\$15,624
4	<b>Engineering Feasibility Study and Report</b>																				
4.1	Existing System Description		\$0	8	\$1,843		\$0	24	\$5,530	24	\$5,530		\$0		\$0	2	\$461	58	\$13,363	\$802	\$14,165
4.2	Water Demand versus Supply Analysis	1	\$230	12	\$2,765		\$0	24	\$5,530	16	\$3,686		\$0		\$0		\$0	53	\$12,211	\$733	\$12,944
4.3	Preliminary Site Assessment	4	\$922	2	\$461	16	\$3,686		\$0		\$0	24	\$5,530		\$0		\$0	46	\$10,598	\$636	\$11,234
4.5	Conceptual Basis of Design for Treatment Plant	2	\$461	8	\$1,843	24	\$5,530	40	\$9,216	38	\$8,755	32	\$7,373		\$0		\$0	144	\$33,178	\$1,991	\$35,168
4.8	Engineering Feasibility Report	2	\$461	8	\$1,843	16	\$3,686	20	\$4,608	24	\$5,530	8	\$1,843		\$0	2	\$461	80	\$18,432	\$1,106	\$19,538
	<b>Eng'g Feasibility Study and Report -Sub Totals</b>	9	\$2,074	38	\$8,755	56	\$12,902	108	\$24,883	102	\$23,501	64	\$14,746	4	\$922	381	\$87,782	\$5,267	\$93,049		
	<b>Total</b>	34		99		66		240		174		64		22		699	\$137,798	\$8,268	\$146,066		

Note: 1. Other direct costs at 6% of the sub-task labor cost.

**SCOPE OF WORK**

**CITY OF PEARLAND PROPOSED SURFACE WATER PLANT  
WITH FEDERAL ASSISTANCE**

+/- 94-Acre Tract of Land Located  
Adjacent West of F.M. 48 (Airline Road South)

Prepared by  
**RABA-KISTNER ENVIRONMENTAL**

May 13, 2016

## SCOPE OF WORK

**Raba-Kistner Environmental, Inc. (RKEI)** understands that the City of Pearland proposes to construct a new surface water plan adjacent to Mustang Bayou in Brazoria County, Texas. The facility would be constructed within an approximate 94-acre tract(s) of land. The following scope of work includes those activities that are anticipated based on a preliminary review of site conditions, proposed project elements as we understand them at this time, and the use of federal funds on the project.

### 1.0 BASIC SERVICES

#### 1.1 Project Management (Basic Services)

**RKEI** will conduct environmental project management activities including initial project set-up, preparing invoices and monthly progress reports, prepare for and attending up to two progress meetings with the team, and updating schedules. This task includes quality assurance measures related to the environmental and cultural resource documents, technical reports, cultural resource activities, and resource agency coordination. This task includes quality assurance measures related to all Optional Services outlined below.

#### 1.2 Texas Water Development Board Environmental Information Document (EID)

**RKEI** will prepare a Federal Environmental Review (EID) (TWDB-0801) using the latest version prescribed by the Texas Water Development Board (5/22/2015). The EDR will:

- Follow TWDB's preferred report structure
- Discuss Direct impacts, Secondary impacts, and Cumulative impacts
- Include the following report items
  - General Information
  - List of Attachments
  - Project Description (Preferred Action Alternative)
  - Alternative Analysis
    - No-Action Alternative
    - Alternative Not Selected
    - Selection of the Preferred Action Alternative
  - Environmental Settings, Impacts and Mitigation
    - Land Use
    - Geology
    - Soils & Prime and Important Farmland
    - Water Resources
    - Topography and Floodplains
    - Wetlands, Streams, and Waters of the United States
    - Biological Elements
    - Cultural Resources
    - Hazardous Materials
    - Social Implications & Environmental Justice
    - Other Potential Impacts or Requirements
    - Secondary and Cumulative Impacts

- Standard Mitigation, Precautionary Measures and Best Management Practices
- Mitigation Measures
- References
- Public Participation
  - Public meeting notice advertisement, prepare, coordinate, attend public meeting
  - Post-meeting documentation
    - Publisher's affidavit and a copy of the notice
    - Statement signed by applicant: meeting was held in conformance with the Public Meeting Notice.
    - List of witnesses
    - Public meeting summary report
- Agency Coordination (Bureau of Reclamation, Bureau of Land Management, Mayor, County Judge, Texas Parks and Wildlife Department Wildlife Habitat Assessment Program, Texas Historical Commission, United States Army Corps of Engineers, U.S. Department of Agriculture Natural Resources Conservation Service, others as needed)
- Certification
- Appendices

### 1.3 Waters of the U.S. Delineation

**RKEI** will conduct field investigations and prepare a waters of the U.S. (including wetlands) delineation report for the CLIENT in accordance with current federal delineation methodology including the 1987 U.S. Army Corps of Engineers (USACE) *Wetland Delineation Manual* and 2010 *Regional Supplement for the Atlantic and Gulf Coast Plains Region (Version 2)*. A determination will be made regarding the presence of waters that may be subject to Clean Water Act Section 404 jurisdiction. **RKEI** will identify and delineate the boundaries of all potential waters of the U.S., including special aquatic sites (e.g., wetlands). The boundaries will be surveyed using a survey-grade Global Positioning Satellite (GPS) system.

**RKEI** will prepare a delineation report complete with appropriate field data forms to provide documentation of these conditions. The report will include:

- Brief description of the project, methods/sampling procedures, and results as required by the USACE;
- Boundaries of all waters of the U.S. identified in the field;
- Location of each data point/soil station;
- Completed wetland data forms;
- Area (acres) of potential jurisdictional waters of U.S. shown on an exhibit;
- Pertinent published data (e.g., USGS quad maps, aerial photography, Federal Emergency Management Agency maps, National Wetland Inventory Maps, and USDA soil surveys) to support the findings.

Based on our understanding of the proposed project elements, **RKEI** will prepare a memorandum recommending appropriate Section 404 permitting requirements or options, as appropriate. The memorandum will indicate whether the project requires a Section 404 permit and if it qualifies for a nationwide permit (NWP) or an Individual Permit.

- If the project qualifies for a NWP, the memorandum will outline appropriate permits options and pre-construction notification (PCN) thresholds.
- If the project does not qualify for a NWP, the memorandum will indicate which Section 404 permitting approach is recommended, or will otherwise recommend possible “next steps.”

#### **1.4 THC Request for Coordination**

Given that the proposed project is sponsored by the City of Pearland, a political subdivision of the State, the work falls under the jurisdiction of the Antiquities Code of Texas (Texas Natural Resource Code, Title 9, Chapter 191) which protects historic and prehistoric resources found on state land or land owned by a political subdivision of the state. The Code requires that all entities that undertake developments ensure that the proposed project(s) does not harm significant historic resources such as buried archaeological sites, standing structures. The Texas Historical Commission (THC) oversees compliance with the Code.

To comply with the requirements of the Code, the project sponsor or its representative is required to retain a professional archaeologist to conduct a survey of the subject property. Under certain circumstances, the THC can waive the need for field investigations if and when modern disturbances have decreased the potential significance of archaeological materials found on the property. Such evaluations by the THC can be made only upon proper consultation with the agency, namely, the submission of a Texas Historical Commission Request for SHPO Project Consultation Form under the ACT.

A brief review of the history of land use of the proposed tract of land indicates that the Area of Potential Effect, the project area, has been extensively disturbed over the past 20-35 years. Therefore, it is unlikely that intact historic and/or prehistoric cultural deposits may be preserved within the APE. In addition, the residential development situated to the south of the APE appears to have been developed since 1985 and therefore is unlikely to contain historic properties that are potentially eligible for listing on the National Register of Historic Places.

Given the aforementioned project area conditions, **RKEI** proposes to carry out the following professional cultural resource compliance services:

- Documentation of the historic land use of the tract and of the resulting disturbances;
- Completion of the Texas Historical Commission Request for SHPO Project Consultation Form; and
- Submission of the Form to the THC;

## **2.0 OPTIONAL SERVICES**

### **2.1 Project Management (Optional Services)**

**RKEI** will conduct environmental project management activities including initial project set-up, preparing invoices and monthly progress reports, prepare for and attending up to two progress meetings with the team, and updating schedules. This task includes quality assurance measures related to all Optional Services outlined below.

### **2.2 USACE Application for Department of the Army Permit**

**RKEI** will compare results of the Waters of the U.S. Delineation to the proposed design plans to determine whether a pre-construction notification to the U.S. Army Corps of Engineers is required based on the project activities. If it is determined that a pre-construction notification is required, **RKEI** will prepare a USACE Application for Department of the Army Permit (Form 4345) and cover letter that contains the needed project information for completeness. The application will be submitted to CLIENT for review and signature prior to submitting to the USACE. It is anticipated that the application will include the following items:

- Applicant information
- Agent information
- Landowner information
- Project location
- Water bodies
- Direction to site
- Nature of activity
- Project purpose
- Details regarding the discharge (type, amount, etc.)
- Description of Avoidance, Minimization, and Compensation, as applicable
- Design drawings (to be provided by CLIENT)
- Waters of the U.S. delineation report
- Endangered Species Habitat Evaluation
- Archaeological report
- Any agency approvals

### **2.3 Threatened and Endangered Species Habitat Evaluation**

This task would support a USACE Application for Department of the Army Permit and includes an assessment of habitat for rare, threatened, and endangered species and U.S. Fish & Wildlife designated critical habitat. **RKEI** will research readily available environmental information from appropriate local, state, and federal agencies relative to the project area. This will include a review of desktop resources such as USGS topographic maps, aerial photography, Texas Parks and Wildlife Department (TPWD) Natural Diversity Database (TXNDD) Element of Occurrence Records (EOR), TPWD Rare Resources by County lists, and U.S. Fish & Wildlife designated critical habitat.

A field visit will be conducted in support of the assessment. The vegetation of the project area will be characterized as will the ecological setting in accordance with TPWD map publications, including *The*

*Vegetation Types of Texas*. This field data will aid in determining the potential presence habitat suitable for state and federally listed species and critical habitat in the proposed project area.

**RKEI** will prepare a report documenting the findings, which will include:

- Executive Summary
  - Introduction (Project Purpose and Location)
- Topography and Setting
  - Topography And Drainage
  - Aerial Photography
  - Ecological Setting
  - Wetlands
- Field Investigation
- Texas Parks and Wildlife Annotated List of Rare Species
- Texas Natural Diversity Database
- U.S. Fish and Wildlife Service Information Planning and Conservation System data and Critical Habitat
- Migratory Bird Treaty Act considerations
- References and Acronyms

#### **2.4 Archaeological Pedestrian Survey**

Upon review of the project area conditions and the **RKEI** recommendations, the SHPO may either agree with the recommendations or request a systematic pedestrian survey of the approximately 94-acre project APE. In case a pedestrian survey is requested by the THC, **RKEI** staff will undertake the pedestrian survey of the proposed APE.

**RKEI** will perform a cultural resources survey of 100% of the approximately 94-acre project APE. The pedestrian survey will be conducted to determine if cultural materials are present within the proposed APE. If encountered, **RKEI** will evaluate the eligibility of the cultural materials for listing on the National Register of Historic Places (NRHP) and for formal designation as State Antiquities Landmarks (SALs).

Prior to the pedestrian survey, **RKEI** will prepare the archeological Scope of Work and Antiquities Permit Application to obtain the necessary permit. Once the appropriate permit number is received, the cultural resources pedestrian survey will be initiated and it will be accompanied by shovel testing and backhoe trenching, if warranted. A no artifact collections policy will be followed. Following the completion of the field work, **RKEI** archaeologists will produce a technical report in accordance with the THC's Rules of Practice and Procedure, Chapter 26, Section 27, and the Council of Texas Archeologists (CTA) Guidelines for Cultural Resources Management Reports.

The draft technical report will detail the field and laboratory methodologies employed, and the results of the investigations, as well as recommendations regarding the NRHP and SAL eligibility of any deposits encountered within the project APE. The report will be submitted to the CLIENT for review and following revisions to THC.

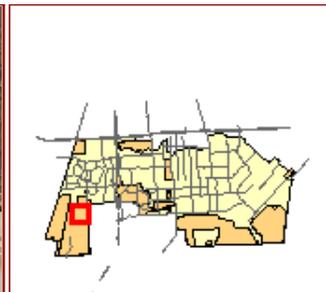
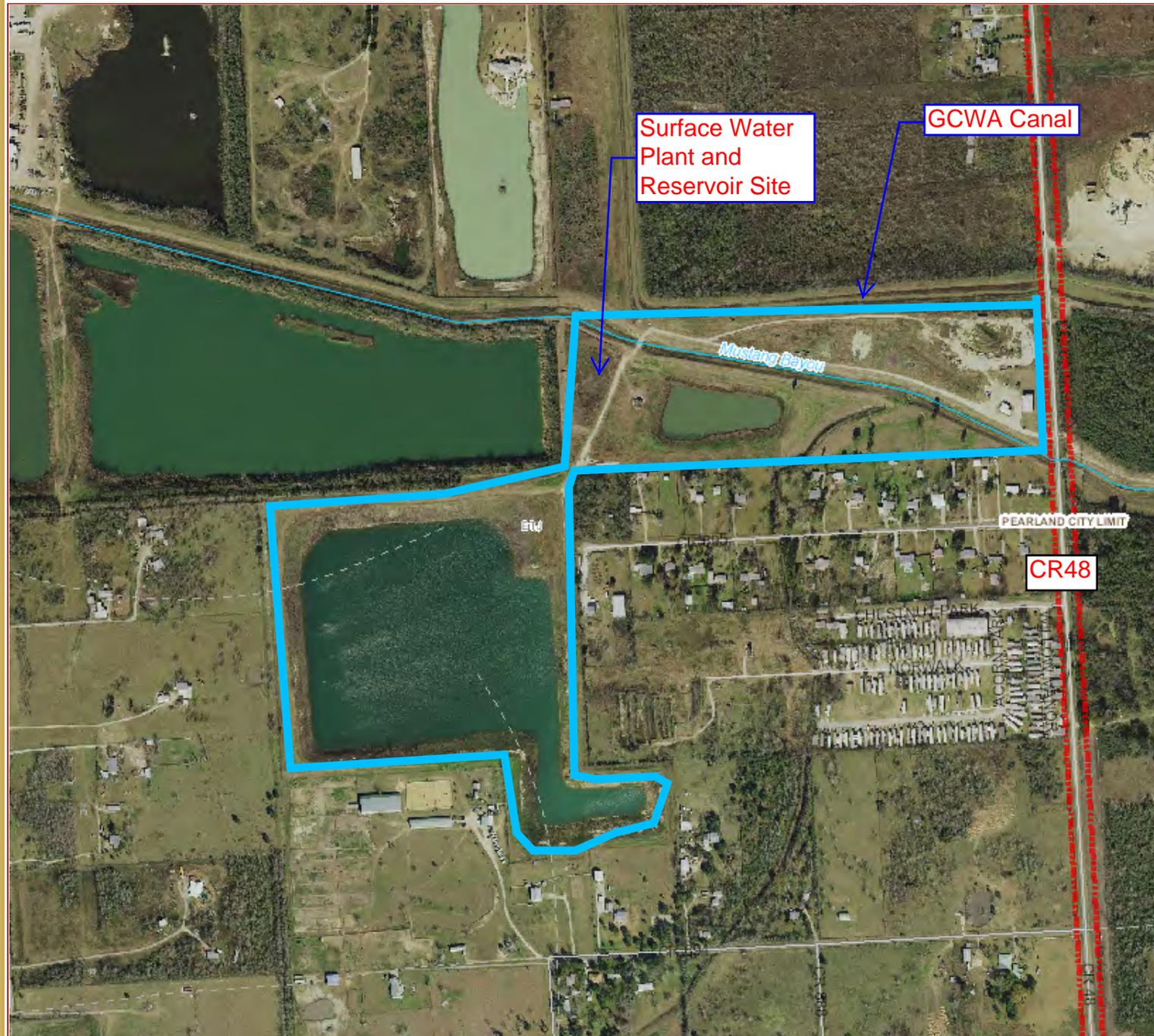
### **3.0 LIMITATIONS**

This scope of services does not include the preparation of a compensatory mitigation plan for impacts to waters of the U.S., should that determine to be required. No other should permit application or meetings/discussions with the USACE. Based on the proposed improvements and agency requirements at the time of this proposal, in addition to the NEPA document, only the studies and activities outlined herein are anticipated at this time. Any additional studies/reports requested by CLIENT or others due to unforeseen circumstances or changes in design or regulatory requirements are not covered under this scope and will require separate authorization. Significant design changes occurring after substantial completion of field/desktop activities, and/or requiring re-mobilization of field crews may require separate authorization to accommodate such changes.

**CITY OF PEARLAND ENVIRONMENTAL AND CULTURAL RESOURCES SUPPORT  
FEDERAL ASSISTED**

<b>TASK</b>	<b>FEE</b>
<b>1.0 BASIC SERVICES</b>	
1.1 Project Management and Coordination (Basic Services)	\$5,984.00
1.2 TWDB EID, Supporting Documentation, and Public Involvement	\$34,870.00
1.3 Waters of the U.S. Delineation	\$8,282.00
1.4 THC Request for Coordination	\$932.00
<i>Expenses (Basic Services)</i>	\$4,824.00
<b>Total Basic Services</b>	<b>\$54,892.00</b>
<b>2.0 OPTIONAL SERVICES</b>	
2.1 Project Management and Coordination (Optional Services)	\$3,584.00
2.2 USACE Pre-Construction Notice (Permit Application)	\$7,903.00
2.3 Threatened and Endangered Species Habitat Report	\$5,391.00
2.4 Archaeological Pedestrian Survey	\$21,249.00
<i>Expenses (Optional Services)</i>	\$4,109.00
<b>Total Optional Services</b>	<b>\$42,236.00</b>

### Surface Water Plant Location Map

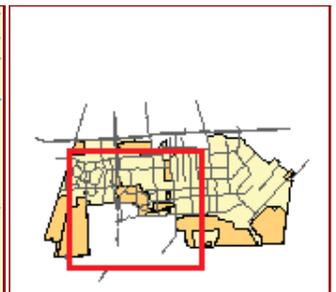
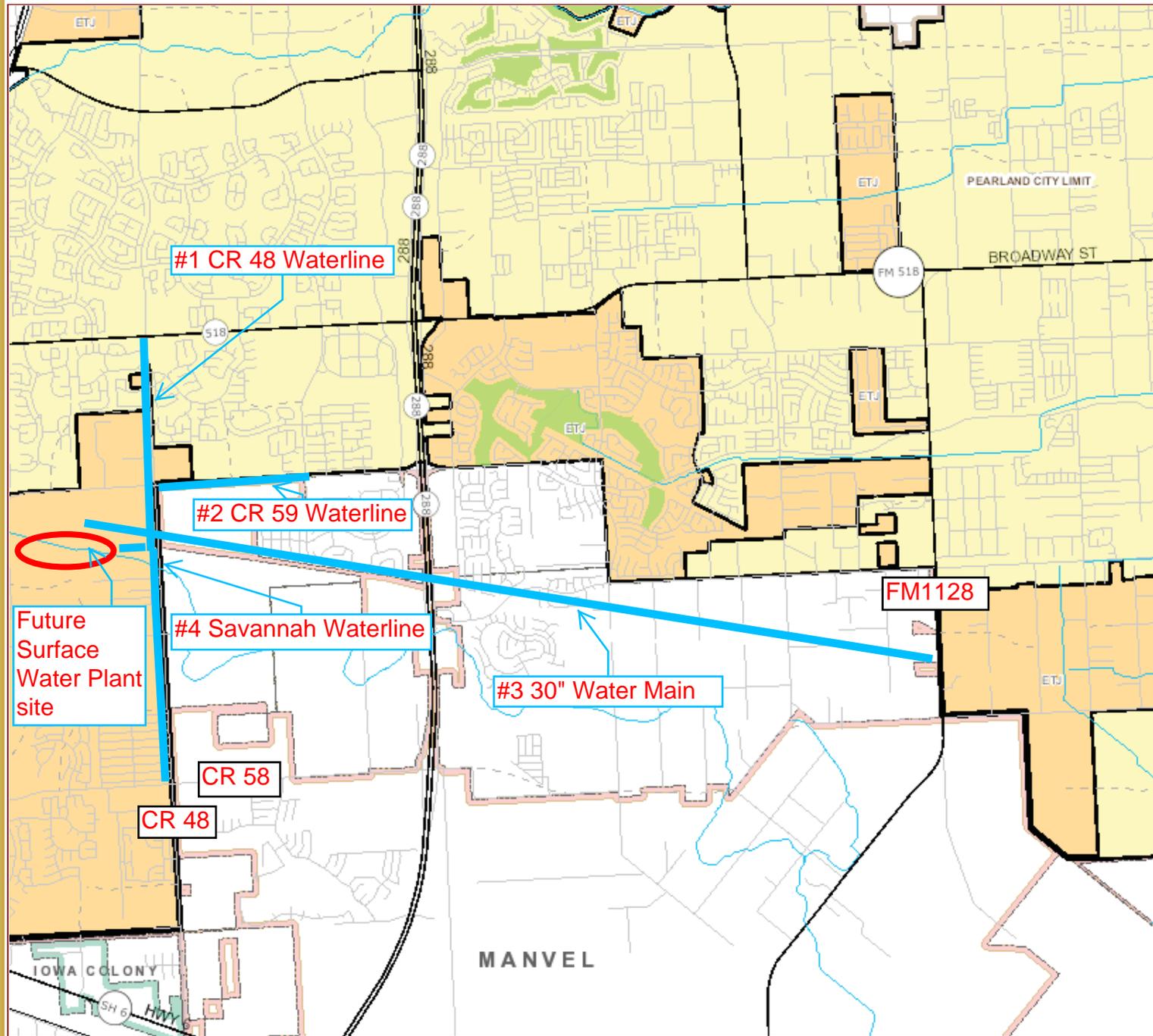


This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Scale 1:8,033  
1 in = 669 ft  
May 04, 2016



# Surface Water Plant Transmission Lines



- #1 - CR 48 Waterline (Surface Water Plant to Broadway)
- #2 - CR 59 Waterline (CR 48 to Kirby Dr)
- #3 - 30" Water Main (Surface Water Plant to FM 1128 along American Canal)
- #4 - Savannah Waterline (Surface Water Plant to CR 58)



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Scale 1:57,540  
 1 in = 4,795 ft  
 May 03, 2016



**RESOLUTION NO. R2016-109**

**A Resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into a Master Services Agreement with Ardurra Group LLC, in an amount not to exceed \$376,134, for Owner's Representative Services associated with the Surface Water Plant; and authorizing the appropriation of \$300,000 from the Fund 550 fund balance.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS:**

**Section 1.** That certain Master Service Agreement, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes, is hereby authorized and approved.

**Section 2.** That the City Manager or his designee is hereby authorized to execute and the City Secretary to attest a Master Service Agreement.

PASSED, APPROVED and ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_, A.D.,  
2016.

\_\_\_\_\_  
TOM REID  
MAYOR

ATTEST:

\_\_\_\_\_  
YOUNG LORFING, TRMC  
CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
DARRIN M. COKER  
CITY ATTORNEY

**AGENDA REQUEST  
BUSINESS OF THE CITY COUNCIL  
CITY OF PEARLAND, TEXAS**

<b>AGENDA OF:</b>	June 27, 2016	<b>ITEM NO.:</b>	R2016-97
<b>DATE SUBMITTED:</b>	May 25, 2016	<b>DEPT. OF ORIGIN:</b>	Finance
<b>PREPARED BY:</b>	Bob Pearce	<b>PRESENTOR:</b>	Cynthia Pearson
<b>REVIEWED BY:</b>	Jon R. Branson	<b>REVIEW DATE:</b>	June 22, 2016

**SUBJECT: Resolution No. R2016-97** - A Resolution of the City Council of the City of Pearland, Texas, awarding a lease/purchase bid for the purchase of a ladder truck and exercise/weight room equipment with J.P. Morgan, Bank, N.A., in the amount of \$1,169,843.18 at a 1.721 percent interest rate with a seven (7) year declining amortization schedule.

**EXHIBITS:** Resolution #R2016-97  
Bid Tabulation  
Amortization Schedule

**FUNDING:**

<input type="checkbox"/> Bonds To Be Sold	<input type="checkbox"/> Grant	<input type="checkbox"/> Developer/Other	<input type="checkbox"/> Cash
<input type="checkbox"/> Bonds- Sold	<input type="checkbox"/> L/P – Sold	<input checked="" type="checkbox"/> L/P – To Be Sold	

**EXPENDITURE REQUIRED:** \$1,169,843.18 (total repayment over 7 year maturity)  
**AMOUNT BUDGETED:** \$1,169,843.18  
**AMOUNT AVAILABLE:** \$1,169,843.18  
**ACCOUNT NO.:** 100-150-100.5800.100 100-150-100.5800.200  
**PROJECT NO.:** N/A  
**ADDITIONAL APPROPRIATION REQUIRED:** N/A  
**ACCOUNT NO.:**  
**PROJECT NO.:**

**To be completed by Department:**

<b>X Finance</b>	<b>Legal</b>	<b>Ordinance</b>	<b>X Resolution</b>
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**EXECUTIVE SUMMARY**

**BACKGROUND**

The fiscal year 2016 operating budget included the purchase of a Pierce aerial 75 foot ladder truck and exercise and weight room equipment, anticipated at that time to be

financed through tax-exempt municipal lease proceeds in an estimated total of \$1,185,139.01. The truck was ordered in November of 2015, with anticipated delivery in the fall of 2016 and will be deployed at Fire Station No. 3. The exercise and weight room equipment was ordered in December of 2015 and is currently in use at the Recreation Center. The respective lifespans of the financed equipment is 10 years active duty/10 years reserve on the ladder truck, and approximately 3 years on the exercise and weight equipment.

The City Council approved a Notice of Intent to reimburse itself from future capital lease proceeds on November 9, 2015 in an amount not to exceed \$1,400,000.

### **SCOPE OF CONTRACT**

JP Morgan Chase Bank, N.A. of San Francisco, California will provide lease purchase financing for the Pierce ladder truck and exercise and weight room equipment referenced above.

### **BID AND AWARD**

The City published a public notice in its newspaper of record, posted the bid on the City's e-bid system with email notification to 79 vendors, in accordance with City Purchasing policy and state law.

The City received four (4) bids, with award recommended to the lowest bidder, that submitted by JP Morgan Chase Bank, N.A. The lease amortization schedule is attached for Council review. The first three years (6 semiannual payments of \$111,416.49) in the schedule will include both the exercise equipment and the ladder truck, with years four through seven (8 semiannual payments of \$62,668.03) exclusive to repayment of the ladder truck. First payment is due in August, 2016, and the final payment is due in December, 2022. The total repayment amount for the seven (7) year lease term will be \$1,169,843.18; \$1,117,853.65 principal and \$51,989.53 interest.

### **RECOMMENDED ACTION**

City Council approval of a Resolution of the City Council of the City of Pearland, Texas, awarding a lease/purchase bid for the purchase of a ladder truck and exercise and weight room equipment with JP Morgan Chase Bank, N.A., in the amount of \$1,169,843.18, and further authorizing the City Manager or his designee to execute all associate lease documents.

**RESOLUTION NO. R2016-97**

**A Resolution of the City Council of the City of Pearland, Texas, awarding a lease/purchase bid for the purchase of a ladder truck and exercise/weight room equipment with J.P. Morgan, Bank, N.A., in the amount of \$1,169,843.18 at a 1.721 percent interest rate with a seven (7) year declining amortization schedule.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS:**

**Section 1.** That the City opened bids for lease/purchase financing of a ladder truck and exercise/weight room equipment, and such bids have been reviewed and tabulated.

**Section 2.** That the City Council hereby awards the bid to J.P. Morgan, Bank, N.A., to finance up to \$1,169,843.18 at a fixed rate of 1.721% for seven (7) years.

**Section 3.** The City Manager or his designee is hereby authorized to execute any necessary documents for the Lease/Purchase Agreement.

PASSED, APPROVED and ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_,  
A.D., 2016.

\_\_\_\_\_  
TOM REID  
MAYOR

ATTEST:

\_\_\_\_\_  
YOUNG LORFING, TRMC  
CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
DARRIN M. COKER  
CITY ATTORNEY

**Bid No.**

0416-33

**Title**

Fixed Interest Rate Lease Purchase Financing

<u>Specification Response</u>	<u>JP Morgan Chase Bank, N.A.</u>	<u>Signature Public Funding Corp.</u>	<u>Clayton Holdings, LLC</u>	<u>U.S. Bancorp Government Leasing and Finance, Inc.</u>
<b>UOM Description</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
<b>84 Months/7 years</b>	1.721%	1.85%	1.86%	1.90%

## AMORTIZATION SCHEDULE

Rate.....1.721%

Date	Starting Balance	Takedowns	Debt Service	Interest	Principal
6/30/2016	-	1,117,853.65	-	-	-
8/1/2016	1,117,853.65	-	111,416.49	1,656.63	109,759.87
12/1/2016	1,008,093.78	-	111,416.49	5,783.10	105,633.40
6/1/2017	902,460.39	-	111,416.49	7,765.67	103,650.82
12/1/2017	798,809.57	-	111,416.49	6,873.76	104,542.74
6/1/2018	694,266.83	-	111,416.49	5,974.17	105,442.33
12/1/2018	588,824.50	-	111,416.49	5,066.83	106,349.66
6/1/2019	482,474.84	-	62,668.03	4,151.70	58,516.33
12/1/2019	423,958.51	-	62,668.03	3,648.16	59,019.86
6/1/2020	364,938.65	-	62,668.03	3,140.30	59,527.73
12/1/2020	305,410.92	-	62,668.03	2,628.06	60,039.97
6/1/2021	245,370.95	-	62,668.03	2,111.42	60,556.61
12/1/2021	184,814.34	-	62,668.03	1,590.33	61,077.70
6/1/2022	123,736.64	-	62,668.03	1,064.75	61,603.27
12/1/2022	62,133.37	-	62,668.03	534.66	62,133.37
<b>Total</b>		<b>1,117,853.65</b>	<b>1,169,843.18</b>	<b>51,989.53</b>	<b>1,117,853.65</b>

<b>Remaining Balance</b>
------------------------------

1,117,853.65  
1,008,093.78  
902,460.39  
798,809.57  
694,266.83  
588,824.50  
482,474.84  
423,958.51  
364,938.65  
305,410.92  
245,370.95  
184,814.34  
123,736.64  
62,133.37  
-

**AGENDA REQUEST  
BUSINESS OF THE CITY COUNCIL  
CITY OF PEARLAND, TEXAS**

<b>AGENDA OF:</b>	June 27, 2016	<b>ITEM NO.:</b>	R2016-111
<b>DATE SUBMITTED:</b>	June 10, 2016	<b>DEPT. OF ORIGIN:</b>	Public Works
<b>PREPARED BY:</b>	Mark Wahlstrom	<b>PRESENTOR:</b>	Eric Wilson
<b>REVIEWED BY:</b>	Jon R. Branson	<b>REVIEW DATE:</b>	June 21, 2016
<b>SUBJECT: Resolution No. R2016- 111 - A Resolution of the City Council of the City of Pearland, Texas, awarding a contract for the construction of an additional Bar Screen at the John Hargrove Water Reclamation Facility to C3 Constructors in the amount of \$ 346,299.00.</b>			
<b>EXHIBITS: Resolution R2016-111</b> Exhibit A – Bid Tabulation Exhibit B - Engineer’s Recommendation Letter			
<b>EXPENDITURE REQUIRED: \$ 346,299.00    AMOUNT BUDGETED: \$ 450,000.00</b> <b>FY16</b> <b>AMOUNT AVAILABLE: \$ 450,000.00</b> <b>ACCOUNT NO.: 565-300-345.5600.040</b> <b>ADDITIONAL APPROPRIATION REQUIRED:</b> <b>ACCOUNT NO.:</b> <b>PROJECT NO.: WW1504</b>			
<b>To be completed by Department</b>			
<input checked="" type="checkbox"/> Finance	<input checked="" type="checkbox"/> Legal	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution

**EXECUTIVE SUMMARY**

**BACKGROUND**

During the last expansion of the John Hargrove Water Reclamation Facility the head works and filter basins were built with the intent to add extra equipment as needed. Due to the growth in the surrounding area it was necessary to add an extra Filter and Bar Screen in the CIP for FY2014. The extra Filter has already been installed and is in service. The Filter was a sole source and did not require bids.

Public Works staff has been working on selecting equipment for the Waste Water Plants to standardize equipment for all plants in the future for replacement or during expansion projects. Staff has come up with a list of equipment that it believes will provide the best value when standardizing equipment, including Bar Screens.

### **SCOPE OF CONTRACT**

This project includes the installation of a new Bar Screen in an existing empty channel in the plant head works. The Bar Screen is needed to help handle the increased flows coming into the plant and for redundancy. The project was bid out due to the specified equipment needed, and competitive pricing from different installation contractors. The contract includes all necessary equipment and electrical work needed to complete the scope of the contract.

### **BID AND AWARD**

The project was advertised on May 12th, and May 19th of 2016, and bids were opened on May 31, 2016 via the City's E-Bid system. There were responses from eight (8) bidders for the requested Bar Screen equipment with prices ranging from \$346,299.00 to \$ 434,792.00. The apparent low bidder was C3 Constructors LLC.

C3 Constructors is located in Willis, Texas. The firm has done projects for City of Houston, San Jacinto River Authority, and reference checks have produced satisfactory responses.

### **SCHEDULE**

If the contract is approved by Council, a NTP will be issued within 10 days. The project will take around seven to nine months to complete, looking at 16 to 18 weeks lead time to get the required equipment in.

### **POLICY**

Installation of the Bar Screen meets the strategic initiatives of Safe Community and Fiscally Responsible by insuring both the continued proper operations of the Water Reclamation Facility to maintain compliance with provisions of the Clean Water Act and the fiduciary responsibility of staff to operate in the most efficient manner possible.

### **O&M IMPACT INFORMATION**

Completion of this project will ensure the plant efficiency will remain the same with the increased flows or even get better, which protects the public health and welfare. The addition of the extra Bar Screen also adds redundancy and reliability that the plant process will continue to function at the best possible potential.

### **RECOMMENDED ACTION**

Staff recommends that Council approve the bid results and award a contract for John Hargrove Water Reclamation Facility Bar Screen Addition in the amount of \$346,299.00 to C3 Constructors LLC and authorize the City Manager to execute the contract.

Bid # 0516-37 Addendum 1  
 Title John Hargrove Water Reclamation

Specification Responses				C3 Constructors LLC		R & B Group, Inc		CSA Construction, Inc.		Pepper-Lawson Waterworks, LLC		Gilleland Smith Construction, Inc.		T & C Construction		JTR Constructors, Inc.		Peltier Brothers Construction, Ltd.	
Line	Description	UOM	QTY	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Base Bid		1	\$346,300.00	\$346,300.00	\$385,249.00	\$385,249.00	\$392,800.00	\$392,800.00	\$394,596.00	\$394,596.00	\$395,000.00	\$395,000.00	\$407,000.00	\$407,000.00	\$418,600.00	\$418,600.00	\$434,793.00	\$434,793.00
1.1	Add Second Bar Screen and Conveyor	LS	1	\$346,300.00		\$385,249.00		\$392,800.00		\$394,596.00		\$395,000.00		\$407,000.00		\$418,600.00		\$434,793.00	
2	Alternate Work Items		1	-\$1.00	-\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	-\$0.01	-\$0.01	-\$1.00	-\$1.00	-\$1.00	-\$1.00	-\$1.00	-\$1.00
2.1	Alternate #1: Deductive Alternate - Supply JDV step screen and conveyor in lieu of providing the Huber step screen.	LS	1	-\$1.00		\$1.00		\$1.00		\$1.00		-\$0.01		-\$1.00		-\$1.00		-\$1.00	
<b>Total</b>					<b>\$346,299.00</b>		<b>\$385,250.00</b>		<b>\$392,801.00</b>		<b>\$394,597.00</b>		<b>\$394,999.99</b>		<b>\$406,999.00</b>		<b>\$418,599.00</b>		<b>\$434,792.00</b>



2032 Buffalo Terrace  
Houston Texas 77019  
TBPE Firm #17004  
(t) 713.385.5601  
www.ardurragroup.com

June 21, 2016

Mr. Mark Wahlstrom  
Wastewater Superintendent  
3501 East Orange St  
Pearland, TX 77581

Subject: Recommendation of Award  
John Hargrove Water Reclamation Facility Bar Screen Addition  
City of Pearland  
TCEQ NPDES No. WQ0010134007  
Proposal: 0516-37

Dear Mr. Wahlstrom:

We received bids for the subject project for the City of Pearland (the City) in City Council Chambers on Tuesday, May 31<sup>st</sup>, 2016 at 2:00 pm.

Eight (8) reputable contractors submitted proposals for this work. The apparent low bidder is C3 Constructors, Inc located in Willis, Texas. We have reviewed the bids and have spoken with the apparent low bidder, and they are comfortable with the bid.

While we have not personally worked with C3 Constructors, Inc in the past, we performed a thorough review of their qualifications and personnel and find it to be an acceptable contractor. We recommend that the referenced contract be awarded to C3 Constructors, Inc. on the basis of its proposal in the amount of \$346,299.00.

Please review this information and call me at (713) 385-5601 if you have any questions or need any additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeffrey S. Peters".

Jeffrey S. Peters, P.E., BCEE

Principal Engineer



**RESOLUTION NO. R2016-111**

**A Resolution of the City Council of the City of Pearland, Texas, awarding a contract for the construction of an additional Bar Screen at the John Hargrove Water Reclamation Facility to C3 Constructors in the amount of \$ 346,299.00.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS:**

**Section 1.** That competitive bids for the construction of an additional Bar Screen have been reviewed and tabulated.

**Section 2.** That the City Council hereby awards the bid to C3 Construction, in the amount of \$346,299.00.

**Section 3.** The City Manager or his designee is hereby authorized to execute a contract for the construction of an additional Bar Screen at John Hargrove Water Reclamation Facility.

PASSED, APPROVED and ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2016.

\_\_\_\_\_  
TOM REID  
MAYOR

ATTEST:

\_\_\_\_\_  
YOUNG LORFING, TRMC  
CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
DARRIN M. COKER  
CITY ATTORNEY

**AGENDA REQUEST  
BUSINESS OF THE CITY COUNCIL  
CITY OF PEARLAND, TEXAS**

<b>AGENDA OF:</b>	June 27, 2016	<b>ITEM NO.:</b>	R2016-115
<b>DATE SUBMITTED:</b>	June 20, 2016	<b>DEPT. OF ORIGIN:</b>	Public Works
<b>PREPARED BY:</b>	Mark Wahlstrom	<b>PRESENTOR:</b>	Eric Wilson
<b>REVIEWED BY:</b>	Jon R. Branson	<b>REVIEW DATE:</b>	June 21, 2016
<b>SUBJECT: Resolution No. 2016-115 A Resolution of the City Council of the City of Pearland, Texas, renewing a unit price bid for water treatment chemicals and water analysis services with Napco Chemical Company, in the estimated amount of \$700,000.00, for the period of July 9, 2016 to July 8, 2017.</b>			
<b>EXHIBITS:</b> Resolution #R2016-115		Bid Tabulation	
<b>FUNDING:</b>	<input type="checkbox"/> Grant	<input type="checkbox"/> Developer/Other	<input checked="" type="checkbox"/> Cash
	<input type="checkbox"/> Bonds To Be Sold	<input type="checkbox"/> Bonds- Sold	<input type="checkbox"/> L/P – To Be Sold
<b>EXPENDITURE REQUIRED:</b> \$ 700,000(annualized est.)			
<b>AMOUNT BUDGETED:</b> \$ 700,000			
<b>AMOUNT AVAILABLE:</b> \$ 700,000		<b>PROJECT NO.:</b>	
<b>ACCOUNT NO.:</b> 600-305-355-5110.040 , 600-305-365-5110.040			
<b>ADDITIONAL APPROPRIATION REQUIRED:</b>			
<b>ACCOUNT NO.:</b>			
<b>PROJECT NO.:</b>			
<b>To be completed by Department:</b>			
<input checked="" type="checkbox"/> Finance	<input checked="" type="checkbox"/> Legal	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution

**EXECUTIVE SUMMARY**

**BACKGROUND**

Three (3) bids were received May 30, 2013, for a supply contract for the supply of water treatment chemicals and associated water analysis services. Bid notices were provided to twenty-seven (27)

companies, and published and posted on the City's e-bid website in accordance with City Purchasing Policy.

The polyphosphate, sodium hypochlorite, zinc orthophosphate and ammonium sulfate are used in water supply purification, and the hypochlorite and sodium bisulfite in the treatment and disinfection of wastewater. Water analysis will be provided periodically on water wells and distribution systems to monitor and assure water quality. The analysis is an element of the supply contract and is performed at no additional cost to the City.

### **SCOPE OF CONTRACT**

Contractor will furnish water treatment chemicals, per specifications, as needed throughout the term of this award.

### **BID AND AWARD**

Bid specifications required that the awarded vendor must have the capability to provide all listed chemicals, in order to assure the successful usage, dosage and interaction is achieved among the various chemicals. Of the bids received, only Napco Chemical Co. bid the full spectrum of required chemicals, and was thereby recommended for award. The City has utilized Napco previously and Public Works personnel report a high degree of satisfaction with their level of service and quality of product supplied.

The bid specifications required fixed pricing for one (1) year, with four (4) one-year renewal options available upon the mutual agreement of both parties, and the approval of City Council. The specifications allow the contractor, at the time of renewal, the opportunity to request a price increase percentage not to exceed the rate of increase in the "All Items" category of the Consumer Price Index (CPI), Houston-Galveston-Brazoria region, during the prior 12 month period. Napco Chemical Co. has not requested a price increase with this renewal.

### **SCHEDULE**

Chemicals will be delivered by the awarded vendor to the various City water facilities as needed throughout the term of this bid award.

### **POLICY/GOAL CONSIDERATION**

This bid award will positively impact the City's goal of providing and maintaining a safe and reliable water supply for residents throughout the City.

### **CURRENT AND FUTURE FUNDING /FINANCIAL IMPACTS**

Funding for the purchase of water chemicals will be provided from the Public Works Department's operating budget.

### **RECOMMENDED ACTION**

A resolution of the City Council of the City of Pearland, Texas, renewing a unit price contract for water treatment chemicals and water analysis with Napco Chemical in the estimated amount of \$ 700,000 for the period of July 9, 2016 to July 8, 2017.

**Bid # 0513-52 Water Treatment Chemicals Supply and Analysis**  
**NAPCO Chemical Company, Inc.**

<b>Line</b>	<b>Description</b>	<b>UOM</b>	<b>QTY</b>	<b>Pricing</b>
1	Liquid Polyphosphate Blend	Gallon	1	<b>\$10.55</b>
2	Zinc Orthophosphate	Gallon	1	<b>\$8.75</b>
3	Sodium Hypochlorite 10-12% - Please enter price per gallon for a truckload.	Gallon	1	<b>\$0.87</b>
4	Sodium Hypochlorite 10-12% - Please enter price per gallon for less than a truckload.	Gallon	1	<b>\$1.09</b>
5	Liquid Ammonium Sulfate - Please enter price per gallon for a truckload.	Gallon	1	<b>\$1.37</b>
6	Liquid Ammonium Sulfate - Please enter price per gallon for less than a truckload.	Gallon	1	<b>\$2.05</b>
7	Liquid Sodium Bisulfite, 40% Solution - Please enter price per gallon for a truckload.	Gallon	1	<b>\$1.32</b>
8	Liquid Sodium Bisulfite, 40% Solution - Please enter price per gallon for less than a truckload.	Gallon	1	<b>\$1.97</b>

**RESOLUTION NO. R2016-115**

**A Resolution of the City Council of the City of Pearland, Texas, renewing a unit price bid for water treatment chemicals and water analysis services with Napco Chemical Company, in the estimated amount of \$700,000.00, for the period of July 9, 2016 to July 8, 2017.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS:**

**Section 1.** That the City previously opened bids for water treatment chemicals and water analysis services.

**Section 2.** That the City Council hereby renews a unit supply contract with Napco Chemical Company, Inc., in the unit supply amount shown on Exhibit "A", attached hereto.

**Section 3.** The City Manager or his designee is hereby authorized to execute a contract for water treatment chemicals and water analysis services.

PASSED, APPROVED and ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_,  
A.D., 2016.

\_\_\_\_\_  
TOM REID  
MAYOR

ATTEST:

\_\_\_\_\_  
YOUNG LORFING, TRMC  
CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
DARRIN M. COKER  
CITY ATTORNEY

**AGENDA REQUEST  
BUSINESS OF THE CITY COUNCIL  
CITY OF PEARLAND, TEXAS**

<b>AGENDA OF:</b>	June 27, 2016	<b>ITEM NO.:</b>	Resolution No. R2016 -116
<b>DATE SUBMITTED:</b>	June 15, 2016	<b>DEPT. OF ORIGIN:</b>	Finance
<b>PREPARED BY:</b>	Joel Hardy	<b>PRESENTOR:</b>	Joel Hardy
<b>REVIEWED BY:</b>	Jon R. Branson	<b>REVIEW DATE:</b>	June 22, 2016
<b>SUBJECT: RESOLUTION R2016-116</b> – A Resolution of the City Council of Pearland, Texas, identifying eligible projects for the U.S. Department of Housing and Urban Development Community Development Block Grant Program - Program Year 2016, Fiscal Year 2017.			
<b>EXHIBITS: Resolution R2016-116</b> <b>A. HUD CDBG FY17 Allocation Notice</b> <b>B. Subrecipient Funding Requests - CDBG</b> <b>C. Pearland CDBG 5-Year Consolidated Plan – Priorities by HUD Activities</b>			
<b>FUNDING:</b>			
<input type="checkbox"/> Bonds To Be Sold <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Bonds- Sold <input type="checkbox"/> Developer/Other <input type="checkbox"/> Cash <input type="checkbox"/> L/P – Sold <input type="checkbox"/> L/P – To Be Sold			
<b>EXPENDITURE REQUIRED: N/A</b>		<b>AMOUNT BUDGETED: \$325,431 FY2017</b>	
<b>AMOUNT AVAILABLE: \$325,431 FY2017</b>		<b>PROJECT NO.:</b>	
<b>ACCOUNT NO.: Fund 351</b>			
<b>ADDITIONAL APPROPRIATION REQUIRED: No</b>			
<b>ACCOUNT NO.:</b>			
<b>PROJECT NO.:</b>			
<b>To be completed by Department:</b>			
<input type="checkbox"/> Finance <input type="checkbox"/> Legal <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution			

**EXECUTIVE SUMMARY**

**BACKGROUND**

The City has been allocated \$325,431 from U.S. Department of Housing & Urban Development (HUD) – Community Planning and Development (CPD) for the Community Development Block Grant (CDBG) program for FY 2016-2017; CPD Program Year 2016. This is \$6,346 more than the current year’s allocation amount of \$319,085. CDBG funding allocation amounts are formula-based and determining factors include population, income levels, and other demographics.

There are restrictions on the use of HUD CDBG funds, as well as caps on allocations for certain activities. A maximum of 15% of the total annual allocation can be used for social services programs and no more than 20% for planning and administration. The remainder of the allocation can be spent on infrastructure, public facilities, code enforcement and/or housing activities. However, it is not required that budgets meet these caps, only that they not be exceeded in the areas of public services and program administration. There is no cap on the use of funds for facilities, housing or infrastructure improvements, other than the total allocation amount.

In April, the City hosted a public hearing and information session for the purpose of educating citizens and public service organizations about the CDBG program, its funding allocation for the year from HUD, and the availability of grants to subrecipient agencies that would be made available soon thereafter. In May, the application was released and local non-profit charitable organizations were eligible to apply for 15% of the City's total CDBG allocation. Based on the \$325,431 allocation for FY 2017, \$48,814 would be available for public services activities and no cap would be placed on requests to improve the facilities serving low-moderate income Pearland residents.

While the application period was originally set to end on May 27, technical assistance needs on behalf of applicants, and severe weather in Brazoria County, resulted in the decision to extend the deadline to June 7, 2016. Seven (7) agencies requested \$272,452 in grant funding, proposing \$120,270 in matching contributions. Of those, 100% made requests to fund eligible activities. However, some of the requests were made for more than a reasonable and allowable disbursement of HUD CDBG funds, or the programs were not identified as high or medium local priorities in our current 5-year Consolidated Plan. A table of the City's priorities has been attached to this agenda request.

The table of subrecipient funding requests is attached to this Agenda Request, and the recommendation is to fund five of the seven agency requests for grants. The programs being offered are very diverse, and this year marks the opportunity for the City to branch out into areas of service to the community that we have not been able to since the inception of the program. CDBG has traditionally provided assistance for social service activities that support the need for emergency assistance for rent and utilities, as well as some facility improvements for local non-profits, but the dynamics of the request for funding have expanded for FY 2017.

The sections below highlight the new types of programs being considered for funding, as our request to Council is to approve the following uses of the block grant funding in '17.

#### *Proposed Use of Public Service Funding (15% cap)*

Proposals being recommended for funding include a "Meals on Wheels" program, counseling services for low-moderate income Pearland residents, emergency utility and rent assistance, and a youth health/fitness initiative offered by a new local agency that provides similar services for police/fire public safety officers and military veterans. These items conclude the requests for the Public Services category of CDBG funding, subject to the 15% allocation cap (15% of the \$325,431 annual allocation, which is \$48,814).

Proposals that staff do not recommend funding at this time include those that offer a summer literacy program and funding to provide congregate meals at the Knapp Center, and the rationale for our recommendations to Council is attached (Subrecipient Grant Applications – Requests for Funding).

As that attachment clarifies, staff recommends including the following agency CDBG Public Service grant funding requests in our FY 2017 Action Plan to HUD:

Agency	Program	Funding Request	Funding Recommendation
AcTionS, Inc.	“Meals on Wheels”	\$17,785	\$11,205
Counseling Connections	Counseling Services	\$9,997	\$9,997
Pearland Neighborhood Center	Emergency Assistance	\$25,000	\$15,612
Helping Emergency Response Officers and Students (HEROS)	Youth health/wellness and fitness	\$12,000	\$12,000
<b>Total Public Services</b>		<b>\$64,782*</b>	<b>\$48,814</b>

\*The amount of requests for funded projects exceeds the Public Services Cap by \$15,968.

Staff is not recommending the following requests for funding:

Agency	Program	Funding Request	Funding Recommendation
AcTionS, Inc.	Congregate Meals	\$72,198	\$0
Standard Bearers Foundation	Summer Program	\$57,840	\$0
<b>Total Public Services</b>		<b>\$130,038</b>	<b>\$0</b>

*Proposed Use of Local Infrastructure Improvements Funding (no cap)*

Staff proposes to approve Forgotten Angels Foundation’s request for matching funds to construct an onsite vocational training facility for higher-functioning mentally-disabled adults. A total of \$118,150 would be allocated to this agency to build a 4,000 square foot metal structure on a concrete slab, for the purpose of housing the training and skill-building activities aimed at improving several aspects of the lives of those served by the agency – employability, independence, and improving their overall quality of life experiences.

A total of \$93,381 will be used to support the personnel costs for CDBG code enforcement and single-family housing rehabilitation program activities in Pearland, as follows:

Code Enforcement:

- \$30,000 for Code Enforcement personnel costs.

Single Family Housing Rehab

- \$10,381 for PY 2016 Single-Family Housing Rehabilitation Program personnel costs.

- \$53,000 for PY 2016 Single-Family Housing Rehabilitation Program housing repair costs (anticipation is that some funds allocated from the PY 2015 budget for housing repair will carry over into PY 2016, adding to this amount).

Agency	Program	Funding Recommendation
Forgotten Angels Foundation	Facility Improvements	\$118,150
City of Pearland	Code Enforcement and Housing Repair	\$93,381
<b>Total Public Services</b>		<b>\$211,531</b>

*Proposed use of Program Administration Funding (20% cap)*

Staff recommends that the City continue to budget for the use of the 20% allowable portion of the allocation amount for program administration (\$65,086).

**SCOPE OF CONTRACT/AGREEMENT**

The CDBG PY 2016 contract between the City and HUD will be for one year beginning October 1, 2016 and ending September 30, 2017, and will only restrict the use of program administration and public services funds for that period of performance. Infrastructure/improvement monies unspent for code enforcement and single family housing rehab activities, as well as those associated with the Forgotten Angels Foundation facility improvements, may be carried over and used in following years as such projects may take longer to complete.

Citizen involvement is a required component of the CDBG planning process, and a 30-day public comment period is allotted for the purpose of giving citizens an opportunity to provide their input. The submission of the final Action Plan for Council’s consideration and approval in July will include such comments, as required by law.

**BID AND AWARD**

The award/allocation from HUD will be \$325,431 for PY 2016 and will be issued to the City upon the successful completion, and subsequent HUD approval, of the City’s 10<sup>th</sup> Annual Action Plan. This plan will include overall objectives for administrative, public services and infrastructure activities, including our efforts to continue affirmatively furthering fair housing. The plans are due to HUD on August 15, 2016 and are on the proper course and timeline for completion, Council approval, and submission to HUD.

To summarize, the funding allocation of \$325,431 is being proposed for use in the following ways:

1. \$211,531 for local social service facility and housing improvements;
2. \$48,814 for local public/social service activities; and
3. \$65,086 for program administration.

**POLICY/GOAL CONSIDERATION**

The contents of the City’s PY 2016 – FY 2017 HUD CDBG Action Plan helps the City to meet Strategic Council Priorities – Healthy Economy and Safe Community

Also, HUD National Objectives to serve low-moderate income communities and reduce poverty are met by completing these projects. The City's citizens benefit by having improved public services, infrastructure, and efforts that affirmatively further fair housing.

### **SCHEDULE**

The remaining activities that will follow Council review and consideration, if approved, will take place as follows.

#### **June**

- June 28<sup>th</sup> – Public Notice of Public Hearing #2 (undocketed) and open 30-day Public Comment Period
- July 13<sup>th</sup> – Public Hearing #2

#### **July**

- July 29<sup>th</sup> – Close of Public Comment Period on CDBG Draft Action Plan

#### **August**

- August 8<sup>th</sup> – Presentation of Final CDBG Action Plan to Council for Consideration and Approval
- August 15<sup>th</sup> - Submission Package of COP PY '16 (FY '17) Action Plan to HUD

### **OTHER**

The PY 2016 – FY 2017 HUD CDBG Allocation Year marks the City's 10<sup>th</sup> Anniversary as an Entitlement Jurisdiction.

### **RECOMMENDED ACTION**

Council consideration and approval of Resolution R2016- of the City Council of Pearland, Texas, identifying eligible projects for the U.S. Department of Housing and Urban Development Community Development Block Grant Program - Program Year 2016, Fiscal Year 2017.

**RESOLUTION NO. R2016-116**

**A Resolution of the City Council of the City of Pearland, Texas, identifying eligible projects for the U.S. Department of Housing and Urban Development Community Development Block Grant Program - Program Year 2016, Fiscal Year 2017.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS:**

**Section 1.** That certain Eligible Projects for the Community Development Block Grant Program – Program Year 2016, Fiscal Year 2017, attached hereto as Exhibit “A”, are hereby authorized and approved.

PASSED, APPROVED and ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_,  
A.D., 2016.

\_\_\_\_\_  
TOM REID  
MAYOR

ATTEST:

\_\_\_\_\_  
YOUNG LORFING, TRMC  
CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
DARRIN M. COKER  
CITY ATTORNEY

**CDBG Program Year 2016  
Subrecipient Grant Applications - Requests for Funding**

Requestor	Purpose	Type of Request	Request	Agency Match	Approved or Denied	Public Services Funding Recommended	Facility/Infrastructure Improvements Funding Recommended	Discussion	
Forgotten Angels	Skills Development Facility	Facility (no cap)	\$ 118,150.00	\$ 72,760.00	Y	\$ -	\$ 118,150.00	Currently, there is no "brick and mortar" in place for vocational training and development for high-functioning mentally-disabled adults.	
AcTionS, Inc.	"Congregate Meals" Program	Public Services (cap)	\$ 38,260.00	\$ 38,260.00	N	\$ -	\$ -	The proposed budget is heavily comprised of administrative costs and non-programmatic expenditures. Food and food preparation/delivery are the key eligible costs, but the request has ineligible administrative costs per 24 CFR 570.201(e).	
AcTionS, Inc.	"Meals on Wheels" Program	Public Services (cap)	\$ 11,205.00	\$ -	Y	\$ 11,205.00	\$ -	The recommendation is to support the costs of food. This budget could be adjusted to include the proposed costs of the driver and homebound food coordinator (ttl additional \$2,173).	
Counseling Connections	Counseling Services - Low-Income	Public Services (cap)	\$ 9,997.00	\$ -	Y	\$ 9,997.00	\$ -	Pearland has a growing need for supportive counseling and mental health services for low-moderate income households. This is an important request that will fill a need that is largely unmet in the community.	
Standards Bearers Foundation	Summer Literacy Program	Public Services (cap)	\$ 57,840.00	\$ 9,250.00	N	\$ -	\$ -	Based on the requested amount, and the review of the latest financial statements provided by the applicant, it is difficult to see how the solvency levels presented would support the required monthly allocation of \$22,363 to operate the program in a reimbursement grant scenario.	
Pearland Neighborhood Center	Emergency Utility/Rent Assistance	Public Services (cap)	\$ 25,000.00	\$ -	Y	\$ 15,612.00	\$ -	In order to expand and diversify the City's CDBG offerings, existing programs may require reductions in funding. This reduces this agency's current allocation by a mere 5% or so. YTD expenses for PNC are currently at \$5,800 through fiscal year 2016 period 8.	
Helping Emergency Response Officers and Students (HEROS)	Youth Fitness and Health	Public Services (cap)	\$ 12,000.00	\$ -	Y	\$ 12,000.00	\$ -	Staff is interested in working with this program provider to facilitate more community policing opportunities involving youth and local police officers. There is an opportunity to utilize health and wellness as a "carrot" to facilitate community relations activities between "kids and cops."	
			<b>Requested</b>	<b>Proposed Match</b>	<b>% Number of Requests Funded</b>	<b>Funding Recommendation Public Services</b>	<b>Funding Recommendation Facility/Infrastructure Improvements</b>	<b>Total Applications Funded</b>	<b>% Amount of Requests Funded</b>
			<b>\$ 272,452.00</b>	<b>\$ 120,270.00</b>	<b>71.43%</b>	<b>\$ 48,814.00</b>	<b>\$ 118,150.00</b>	<b>\$ 166,964.00</b>	<b>61.28%</b>

## CDBG Programmatic Priorities for PY 2012-PY 2016 – City of Pearland

Matrix Code by Activity Description	Priority Level	Category	FY '17 Amount
03A Senior Centers 570.201(c)	H		
03F Parks, Recreational Facilities 570.201(c)	H		
03I Flood Drainage Improvements 570.201(c)	H		
03K Street Improvements 570.201(c)	H		
03L Sidewalks 570.201(c)	H		
19C CDBG Non-profit Organization Capacity Building	H		
<b>21A General CDBG Administration</b>	H	Program Admin	\$65,086
21D Fair Housing Activities	H		
<b>05A Senior Services 570.201(e)</b>	H	Public Services	\$11,205
05B Handicapped Services 570.201(e)	H		
<b>05D Youth Services 570.201(e)</b>	H	Public Services	\$12,000
05E Transportation Services 570.201(e)	H		
05G Battered and Abused Spouses 570.201(e)	H		
05H Employment Training 570.201(e)	H		
05N Abused and Neglected Children 570.201(e)	H		
<b>05Q Subsistence Payments 570.204</b>	H	Public Services	\$15,612
14A Minor Rehabilitation of Owner-Occupied Housing (elderly) 570.202	H		
13 Direct Home Ownership Assistance 570.201(h)	H		
31J Facility-based housing for the elderly	H		
05 Public Services (General) 570.201(e)	M		
05F Substance Abuse Services 570.201(e)	M		
05G Battered Spouses 570.201(i)	M		
05I Crime Awareness 570.201(e)	M		
05J Fair Housing Activities (if CDBG, then subject to 570.201(e))	M		
05L Child Care Services 570.201(e)	M		
05M Health Services 570.201(e)	M		
<b>05O Mental Health Services 570.201(e)</b>	M	Public Services	\$9,997
05R Homeownership Assistance (not direct) 570.204	M		
05S Rental Housing Subsidies (if HOME, not part of 5% 570.204)	M		
05T Security Deposits (if HOME, not part of 5% Administration)	M		
03 Public Facilities and Improvements (General) 570.201(c)	M		
<b>03B Handicapped Centers 570.201(c)</b>	M	Facilities	\$118,150
03D Youth Centers 570.201(c)	M		
03E Neighborhood Facilities 570.201(c)	M		
<b>03J Water/Sewer Improvements 570.201(c)</b>	M		
03M Child Care Centers 570.201(c)	M		
03O Fire Stations/Equipment 570.201(c)	M		
04 Clearance and Demolition 570.201(d)	M		
06 Interim Assistance 570.201(f)	M		
10 Removal of Architectural Barriers 570.201(k)	M		
12 Construction of Housing 570.201(m)	M		
13 Direct Homeownership Assistance 570.201(n)	M		
<b>14A Rehab; Single-Unit Residential 570.202</b>	M	Housing	\$63,381
14I Lead-Based/Lead Hazard Test/Abatement 570.202	M		
<b>15 Code Enforcement 570.202(c)</b>	M	Housing	\$30,000
17B CI Infrastructure Development 570.203(a)	M		
19D CDBG Assistance to Institutes of Higher Education	M		
05C Legal Services 570.201(E)	L		
05K Tenant/Landlord Counseling 570.201(e)	L		
05P Screening for Lead-Based Paint/Lead Hazards Poison 570.201(e)	L		

**Total: \$325,431**

**AGENDA REQUEST  
BUSINESS OF THE CITY COUNCIL  
CITY OF PEARLAND, TEXAS**

<b>AGENDA OF:</b> June 27, 2016	<b>ITEM NO.:</b> R2016-92
<b>DATE SUBMITTED:</b> June 21, 2016	<b>DEPT. OF ORIGIN:</b>
<b>PREPARED BY:</b> Michelle Graham	<b>PRESENTOR:</b> Michelle Graham
<b>REVIEWED BY:</b> Jon R. Branson	<b>REVIEW DATE:</b> June 21, 2016
<b>SUBJECT:</b> Resolution No. R2016-92; A Resolution of the City Council of the City of Pearland, Texas, awarding a bid for the completion of the Compensation and Classification Study in the amount of \$49,840 to Management Advisory Group International, Inc.	
<b>EXHIBITS:</b> Resolution No. R2016-92 Evaluation Recap Management Advisory Group International proposal	
<b>EXPENDITURE REQUIRED:</b> \$49,840 <b>AMOUNT AVAILABLE:</b> \$75,000 <b>ACCOUNT NO.:</b> 100-120-100.5400.161	<b>AMOUNT BUDGETED:</b> \$75,000 <b>PROJECT NO.:</b>
<b>ADDITIONAL APPROPRIATION REQUIRED:</b> <b>ACCOUNT NO.:</b> <b>PROJECT NO.:</b>	
<b>To be completed by Department:</b> <input type="checkbox"/> Finance <input type="checkbox"/> Legal <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution	

**EXECUTIVE SUMMARY**

**BACKGROUND**

Typically it is recommended that Compensation and Classification studies be performed at a minimum frequency of every 3-5 years. The last complete one for the City was done in 2006 by internal staff. In 2010, Evergreen was hired to complete a classification study which focused on classification and job description review only, and recommended changes to a few position titles with the majority being implemented. In 2013, Public Sector Personnel Consultants was hired to conduct a limited classification and compensation study and review of FLSA status (exempt vs. non-exempt). Also, recommendations were made and implemented regarding the job class code structure.

At the City Council retreat in February 2016, the need for funding for this study was discussed and received support. Later, Council had and took the opportunity to allocate excess funds to accommodate this study in FY16. Shortly after the funding was approved, an RFP was created

and advertised. Proposals were opened on May 24<sup>th</sup> and there were eleven (11) respondents for the project. A group of City staff members, including Public Works, Fire, Human Resources and Administration were assembled to review the proposals and make an award recommendation.

### **SCOPE OF CONTRACT**

The City invited qualified personnel management consultants to submit proposals to perform a review of the existing classification plan, position descriptions and methods of reclassification as well as perform a salary survey and prepare pay plan schedules. The purpose is to develop a clear, equitable, consistent and competitive classification and compensation structure that appeals to and fosters retention of qualified individuals while providing opportunities for growth and development within.

Samples of scope specifications:

Develop and recommend a compensation program that is fair, equitable, and competitive with other municipalities in the surrounding geographic market area from which the City of Pearland recruits and lends itself to a total rewards package.

Develop a classification system that facilitates ongoing compensation analysis and reporting based on similarly-situated employees, similar skills, qualifications, responsibilities, and pay, using job family grouping and EEO job categories.

Identify appropriate assignment of exempt and non-exempt status in accordance with the Fair Labor Standards Act.

Work with the City to develop and document a compensation philosophy that clearly articulates objectives and guiding principles to attract, retain and engage employee that support our core beliefs and develop a salary administration system that includes clear and transparent policies and procedures.

Deliverables will include but are not limited to:

- Classification Report.
- Compensation Report.
- Plan that identifies issues and prioritizes suggested adjustments.
- Instruments/systems for continued use and analysis by the department. For example, compensation analysis solution, performance management solution, disciplinary documentation solution.
- Updated job descriptions.
- Documented policies and procedures for reclassifications.
- Local market comparison report.
- Updated pay plans.

### **BID AND AWARD**

After the initial review meeting on May 31st and subsequent scoring by team members, the recommendation committee invited the two highest-scored firms in for presentation and interviews on June 15<sup>th</sup>.

After the presentation, the review committee voted unanimously to award the contract to Management Advisory Group International, Inc. Throughout the proposal and subsequent vendor presentation, staff was impressed with their level of detail, understanding of the scope and expectations, level of employee engagement in the process, the mention of succession planning, etc. The vendor will also leave staff with a robust compensation manager system to be used to maintain the work moving forward (at no additional cost in future years). Additionally, their system can be integrated with the implementation of the ERP via New World Systems.

**SCHEDULE**

Anticipated timeframe for completion of 4-5 months.

**CURRENT AND FUTURE FUNDING/FINANCIAL IMPACT/DEBIT SERVICE**

Funding for this purchase will come from the Human Resource Operations Account. As outcome of the study will not coincide with the fiscal year, we have inserted a place holder in the budget for implementation of the first phase of plan once it is completed.

**RECOMMENDED ACTION**

Staff is recommending award of the contract to Management Advisory Group International, Inc. in the amount of \$49,840.

**RESOLUTION NO. R2016-92**

**A Resolution of the City Council of the City of Pearland, Texas, awarding a bid for the completion of the Compensation and Classification Study in the amount of \$49,840.00 to Management Advisory Group International, Inc.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS:**

**Section 1.** That City solicited competitive bids for a Compensation and Classification Study and such bids have been reviewed and tabulated.

**Section 2.** That the City Council hereby awards the bid to Management Advisory Group International, Inc., in the amount of \$49,840.00.

**Section 3.** The City Manager or his designee is hereby authorized to execute a contract for the Compensation and Classification Study.

PASSED, APPROVED and ADOPTED this the \_\_\_\_ day of \_\_\_\_\_, A.D., 2016.

\_\_\_\_\_  
TOM REID  
MAYOR

ATTEST:

\_\_\_\_\_  
YOUNG LORFING, TRMC  
CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
DARRIN M. COKER  
CITY ATTORNEY

0416-36 COMPENSATION AND CLASSIFICATION STUDY - EVALUATION

CRITERIA	CPS HR CONSULTING	EVERGREEN SOLUTIONS	GALLAGHER	HR / COMPEASE PERFORMANCE SOLUTIONS	MANAGEMENT ADVISORY GROUP INT	McGRATH CONSULTING GRP	PAYPOINT HR	PUBLIC SECTOR PERSONNEL CONSULTANTS	RAY ASSOCIATES	SEGAL WATERS CONSULTING	SPRINGSTED INC
Cristen Wood	74.94	65.5	49.94	30.32	88.19	61.47	69	46.75	41.83	50.36	54.84
Daniel Baum	85.94	86.50	70.94	45.32	89.19	70.47	95.00	74.75	70.83	77.36	65.84
Donna Foster	83.94	52.50	37.94	30.32	89.19	80.47	60.00	57.75	13.83	73.36	27.84
Jon Branson	71.94	85.50	64.94	55.32	82.19	69.47	81.00	73.75	73.83	71.36	58.84
Michael Leech	75.94	82.5	77.94	50.32	79.19	69.47	78.00	71.75	77.83	77.36	72.84
Michelle Graham	69.94	56.50	40.94	30.32	78.19	70.47	58.00	43.75	40.83	45.36	49.84
<b>TOTAL</b>	<b>462.63</b>	<b>429.00</b>	<b>342.62</b>	<b>241.94</b>	<b>506.12</b>	<b>421.83</b>	<b>441.00</b>	<b>368.50</b>	<b>318.98</b>	<b>395.14</b>	<b>330.02</b>

GENERAL COST                    \$        60,000.00    \$        42,500.00    \$    120,500.00    \$        62,400.00    \$        49,840.00    \$        70,979.00    \$        31,875.00    \$        75,000.00    \$        69,145.00    \$    130,000.00    \$        74,500.00

NOTES

# Proposal for a Compensation and Classification Study



RFP #0416-36



Donald C. Long, Ph.D., President  
13580 Groupe Drive, Suite 200  
Woodbridge, Virginia 22192  
703-590-7250 – phone  
don@maginc.org



# MANAGEMENT ADVISORY GROUP INTL., INC.

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## MANAGEMENT CONSULTING SERVICES

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May 23, 2016

Ms. Michelle Graham  
Director of Human Resources  
City of Pearland  
3519 Liberty Drive, Suite 262  
Pearland, TX 77581  
281.652.1763

Dear Ms. Graham:

Management Advisory Group International, Inc. (MAG) is pleased to present this *Proposal for a Compensation and Classification Study, in response to RFP #0416-36*. We have received and read Addendum #1.

MAG is a national, full-service human resources consulting firm with extensive experience in classification and compensation projects, job analysis and evaluation, and human resources software. Principals of the firm have conducted over 500 similar studies in over 25 years of municipal consulting in 24 states. Nearly all of these projects have been in the public sector, and many within the state of Texas.

Our experience includes studies for:

- Travis County;
- City of Lubbock;
- Brownsville (and Port and Utilities Board);
- Dallas ISD;
- Round Rock;
- Dallas Area Rapid Transit;
- University of North Texas;
- Bastrop County;
- Corpus Christi;
- New Braunfels Utilities;
- San Antonio, among others.

Ms. Michelle Graham  
Director of Human Resources  
City of Pearland  
May 23, 2016  
Page Two

*We believe our software is the most progressive in the business for the purpose of conducting classification and compensation studies. We are able to work with any existing job evaluation system in the provision of reports and recommendations. Further, we will enable the City to maintain its system properly following completion of the project, without additional cost. **The software we have developed over the years, and license to you for your ongoing use, is unmatched in the market place.***

We produce personalized implementation plans so that the City, management, and staff are able to evaluate various strategies according to financial limitations. *One of our strengths is our ability to produce customized plans that ultimately result in implementation.*

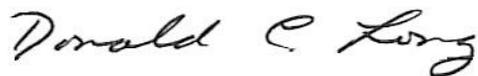
Our consultant services are supported by a full complement of personnel, office space, and technological equipment required to meet our clients' needs. MAG is also a certified M/WBE (States of Florida and Virginia). Our FEID# is 88-0495510.

MAG's proposal is valid for a period of one hundred twenty (120) calendar days from date of opening.

MAG is prepared to modify the scope of services as needed, and we will be glad to discuss your needs in further detail as necessary. Please feel free to contact me if you have any questions, or require clarification on any aspect of our proposal.

Management Advisory Group International, Inc. appreciates the opportunity to be of service to you and look forward to working with you on this important project.

Sincerely,



Donald C. Long, Ph.D.  
President  
Management Advisory Group International, Inc.  
13580 Groupe Drive, Suite 200  
Woodbridge, VA 22192  
Phone: (703) 590-7250  
Email: [don@maginc.org](mailto:don@maginc.org)

## ***Executive Summary***

### ***Summary of Services Offered to the City of Pearland...***

MAG will provide a classification and compensation study, and related HR training. You will receive a comprehensive and balanced report that includes substantial compensation tables detailing recommendations. We will provide you with the tools and knowledge to maintain your system in future years.

### ***Professional Qualifications and Demonstrated Success in Providing Similar Services...***

MAG has the resources, staff and financial capacity to successfully complete your study. MAG has completed recent studies with as many as 11,000 employees. We have completed hundreds of compensation and classification studies, and have considerable success in the field. Our clients are all public sector agencies, including many successful projects in Texas.

### ***Expertise of Staff Members and Staff Allocation...***

MAG principals and staff have successfully completed over 500 similar studies over a 25-year period in 24 states. You can be assured of depth of experience in municipal matters, thus ensuring your success. Our primary partners working on your project include an expert witness in HR who has managed national HR practices for many years, a Ph.D. in Public Administration, and a partner who has conducted consulting studies for 30 years.

### ***Technical Approach and Tools to Complete Your Study...***

The software system and approach we have developed is specific to your interests, and includes a highly defined and progressive system of job evaluation. *The software is specific to the conduct of compensation studies and sets us apart from our competitors.* It has been proven in scores of similar studies to add value to your project.

### ***Customer Service...Enable the Client***

We license our software to you, and train HR staff in its use, thus allowing you to maintain your classification system and database of employees without continuing or excessive consultant costs. Our staff responds to emails within minutes 90% of the time, and will respond to any questions or clarifications at no cost for up to a year.

### ***Your Consideration is Appreciated...***

Donald C. Long, President, MAG International, Inc.

**CITY OF PEARLAND, TEXAS**

**COMPENSATION AND CLASSIFICATION STUDY**

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    Appendices and Sample Tables

    Sample Agreement

    Sample Job/Class Description

    Required Forms

        Insurance

        Non-Collusion

        Contractor Questionnaire

        Conflict of Interest Questionnaire



***SECTION 1.0***

***MAG HISTORY AND STATEMENT OF  
QUALIFICATIONS***

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## ***Section 1.0 – MAG History and Statement of Capabilities***

### ***Time in Business and Business Specialties***

The Principals of MAG International, Inc. have a proven track record in providing in-depth human resource management and consulting services for over 30 years in 24 states. Our services for local governments include a focus on classification and compensation studies. Our work also includes performance management evaluation, compensation and pay equity and analysis, benefits, personnel policies, training, and procedures manuals.

Our clients range from cities and counties, various state and local government agencies, to many school and library districts, as well as, constitutional offices such as Sheriffs, Supervisor of Elections, and Property Appraisers. We have completed many successful compensation projects for large agencies. The company has been incorporated since 2001.

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### **MAG International, Inc. Selected Areas of Expertise**

#### **➤ Compensation and Classification**

- Pay Equity and Comparable Worth
- Point Factor Evaluation systems
- Broad Banding
- Benefits
- Career Ladders and Lattices

#### **➤ Performance Management and Compensation Systems**

- Pay-for-Performance Systems
- Performance Based Salary Administration
- Alternative Reward Programs
- Self-Managed Teams
- Individual & Group Recognition Programs
- Management/Executive Compensation

#### **➤ Policies, Procedures and Training**

- Personnel Ordinances and Policy Manuals
- Recruiting and Hiring Guidelines

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***Management Advisory Group International, Inc. is a privately held corporation located in Woodbridge, Virginia. MAG International, Inc. is a woman-owned firm incorporated in the state of Florida in 2001 and continues to maintain corporation status in the states of Florida, Louisiana and Virginia. Staff for your project are primarily in North Carolina.***

*MAG is one of three sister companies. MAG, Inc. focuses on state, county and local government; MAG LLC, focuses on federal contracts; and, MAG- DS primarily handles international projects. MAG's home offices are located in Northern Virginia, with associated staff in North Carolina and Texas. Your project would be managed from our North Carolina office. There are over seventy staff in the domestic offices and over 600 worldwide.*



### **MAG International, Inc. Philosophy**

MAG is committed to providing the highest level of professional human resource management and consulting services to our clients. Our team of business and management professionals possesses extensive experience, education, and skill sets in a variety of study areas -- allowing us to assist our clients in meeting their organizational mission, vision, and goals on a variety of fronts.

MAG believes that organizational efficiency and effectiveness is, in large part, dependent on recruitment, hiring, and retention of quality, skilled personnel and staff – comprehensive human resources management systems are an absolute essential in today's world to accomplish organization mission, vision, goals, and objectives.

*Unlike our competition, in support of this philosophy, packaged along with our special client tailored services, is our comprehensive classification and compensation study software. **MAG licenses its clients who engage in this service with the state-of-the-art human resource management software and training to ensure that our clients have the knowledge, skills and abilities to maintain their human resource systems from our study forward.***

### **Project Initiation and Timetables**

While MAG has other current clients, the company has established a priority for the initiation, scope, and timetable of this project. We are prepared to initiate this project immediately and complete a high quality study within a four month period.

### **Current Clients**

Some of our current clients, with projects at various stages of completion, include:

- ✓ City of Brownsville, Texas;
- ✓ City of Hammond, LA;
- ✓ City of Charleston, WVA;
- ✓ Broward County, Florida;
- ✓ City of Jacksonville, Florida;
- ✓ Washington D.C. Council of Governments;
- ✓ City of Hampton, Virginia;
- ✓ Jefferson County, KY;
- ✓ City of Richmond, Virginia;
- ✓ City of Petersburg, Virginia;
- ✓ Manatee County Sheriff, Florida;
- ✓ Charlotte County Sheriff, Florida
- ✓ City of Rock Hill, South Carolina;
- ✓ City of North Miami Beach, FL;
- ✓ City of Fountain, Colorado;
- ✓ Queen Anne's County, Maryland.



## Excellent Outcomes

Successful outcomes in our compensation and classification projects have been diverse. They include:

- ✓ revised compensation structures;
- ✓ creation of management or executive pay structures and benefits packages;
- ✓ comprehensive job/class descriptions where none have existed;
- ✓ adjustment to internal relationships to recognize changes in duties and responsibilities;
- ✓ revisions to compensation policies to be marketable, fair, and equitable;
- ✓ adjustment to pay structures to recognize market changes for selected employment groups;
- ✓ assignment of geographic differential to a pay structure where appropriate;
- ✓ integration of multiple pay structures into a unified schedule;
- ✓ identifying compression across the organization.

## **MAG's Special Human Resource Management Software**

Because MAG is committed to providing effective and efficient human resources consulting services, MAG has developed a suite of custom human resources software solutions, providing MAG's clients with the cutting edge ability to maintain an integrated, high-quality compensation, classification, performance evaluation and employee rewards systems long after completion of this project.

MAG has developed and uses the following software applications: **Market Manager®**, **Classification Manager®**, and **Performance Manager®**.

The flagship of our software package, Classification Manager®, is like having a human resources department on your PC. **Classification Manager®** designs custom pay structures, assigns employees to job classes, documents your FLSA decisions ensuring compliance with due diligence requirements, and provides extensive reports and forecasting scenarios to assist in developing management or labor compensation strategies. **Classification Manager®** is an invaluable tool for forecasting, as well as, proving internal pay equity. **Classification Manager®** can be used with our proprietary system or easily adapted to use your existing system of job classifications.



***Market Manager®*** is MAG's custom survey software that is designed to electronically collect job class, pay practice and related data from organizations that may compete with our clients for like classes of employees. **Each survey instrument is customized to reflect and collect the specific data requested by our client, ensuring that the unique needs of the client organization are addressed as an integral part of each of MAG's studies.**

To ensure that all data analysis activity compares "apples to apples," ***Market Manager®*** has internal controls that normalize survey data for employee groups that work non-standard work hours, such as instructional/educational personnel, ***allowing the client to directly compare compensation packages for either work hours or work days of employees within the agency and across the competitive marketplace. This is especially critical when evaluating work within agencies with varying work hours.***

In addition to implementing targeted surveys, ***Market Manager®*** maintains an extensive data mine of current market information that can be accessed to support any market survey study undertaken on behalf of our clients. This powerful tool provides the information necessary to design compensation packages that reflect reality in the marketplace, and ***putting the client's***

***organization in a competitive posture to recruit, retain and motivate employees.***

***The third prong to our unique approach to human resources management targets employee performance.***

MAG understands that managing performance is one of the toughest challenges faced by public sector employers and, in response, has designed and developed ***Performance Manager®*** to effortlessly link people, pay and performance.

MAG has committed to maintaining state of the art tools to assist our clients in the conduct of human resources projects.

Data is able to be easily used in Excel formats to ensure ease of use by our clients.

MAG has the organizational, financial, staff, and technical capability to assure success for the City in this important project. MAG has never had any contracts terminated prior to the end of the contract. Litigation has never been filed against our firm.



***SECTION 2.0***

***PROPOSED PROJECT TEAM MEMBERS***

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## ***Section 2.0 – Qualifications of Professional Personnel***

### ***Our Professional Consulting Staff***

MAG will provide total project management and administrative oversight and will be the primary consulting team. Principals bring 30 years of directly related public service consulting experience to your project.

MAG's team of professional consultants have worked extensively together for the past 15 years to design, develop, and implement highly competitive, innovative, state-of-the-art compensation management and rewards, pay and classification systems.

**Donald C. Long, Ph.D., President, Authorized Representative, MAG.** Dr. Long has over 25 years of experience providing management assistance to elected and appointed officials in the areas of human resources, staffing and organizational reviews, program evaluations, public policy/productivity, strategic planning, public safety services, and other related management areas. He has provided public sector management and financial consulting assistance to over 300 governmental and nonprofit agencies in a variety of service areas, including management research studies for cities, counties, and public agencies in the area of organization and management, human resource systems, program evaluations and productivity studies, staffing and cost-benefit analysis, and strategic planning. He has

substantial consulting experience with all local government functions. Dr. Long possesses a Ph.D. in Public Administration and Finance from Florida Atlantic University. He is located in the Asheville, NC area.

**David Lookingbill, Associate Vice-President, MAG.** Mr. Lookingbill has 40 years of experience providing human resource management expertise in a variety of public sector organizations, including state, city and tribal jurisdictions. He has provided public sector human resource management consulting services to over 175 governmental organizations in the areas of classification/compensation, selection device development/validation, organizational structure, ADA compliance, policy/procedure development, employee performance planning/appraisal and staffing needs identification. Mr. Lookingbill has been a certified public sector instructor in compensation for WorldatWork. He is located in the Asheville, NC area.

**James Brittain, Senior Consultant,** has over twenty years of extensive organizational expertise in support of MAG's client work. He has provided consulting assistance to many of MAG's clients including school districts, municipalities, counties and state agencies. His work has included job analysis, market review and analysis, and the development of compensation



programs. He has served as both a Director of Faculty Development and as a Director of Distance Learning in which he gained extensive experience in management, human resource issues and concerns, strategic planning and compensation structure development. James has a Master's degree and has completed course work for his doctoral degree. He is located in the Asheville, NC area.

**Carolyn Mathews, CPC, Executive Vice President, Authorized Representative, MAG.** Ms. Mathews has extensive experience in public management consulting and has served as project director for more than 400 human resources management studies; successfully directing over 50 studies in the last three years. Prior to joining MAG, Ms. Mathews was a Partner with MGT of America, Inc. as well as the Partner-in-Charge of the firm's Human Resources Management Consulting Division. In this role, she developed the company's human resources practice area, its forms, software, and processes, and directly managed all large human resources management projects. She was also vice president of David M. Griffith (DMG, now Maximus), a national management consulting firm, and served as the Vice-President of the Human Resources Management Consulting Division and directed scores of major compensation and classification and general management studies across the nation.

Ms. Mathews is recognized by the courts as an expert witness in the area of pay equity and comparable worth, and is a Certified Professional Consultant. Ms. Mathews served on the senior staff of the International City Management Association (ICMA) in Washington, D.C., and as national director of conferences and membership for ASPA, also in Washington, D.C. Ms. Mathews was an assistant professor in charge of Government Career Development Programs for Florida Atlantic University. Ms. Mathews holds a bachelor's degree from Florida Atlantic University, where she has also completed graduate studies in public administration. She is located in the Asheville, NC area.

**Eric Nieves, Senior Project Consultant, MAG.** Mr. Nieves is a Human Resources leader with documented success in fast-paced multicultural environments. He has expertise in labor relations and conflict resolution, to include union avoidance and union negotiation experience. He is a seasoned recruiter with solid expertise in assessing staffing needs, and transforming them into long-term placements. He served for a number of years as a Human Resources Director for a municipality in the Orlando area. Mr. Nieves has a Bachelor of Arts in Human Resource Administration and a Master of Arts in Organizational Management from the University of Phoenix. Mr. Nieves is bi-lingual (English/Spanish).



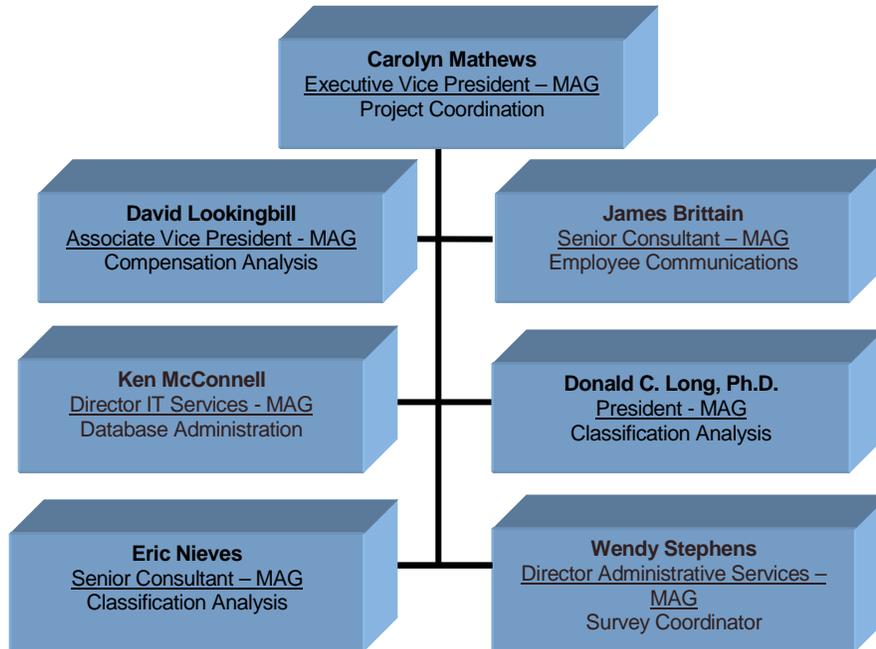
**Ken McConnell, Director of Internet Services and Databank Administration for MAG.** Mr. McConnell brings over twenty years of experience in both the public and private sector. His broad IT background provides a wide range of support for MAG clients, including the ability to assist them in interfacing from their HRIS system to MAG's software. He also designed MAG's proprietary online performance system, Performance Manager©. His experience includes application software, SQL Server, Access, COGNOS, Delphi, FEA Apps, CAD/CAM Apps, Crystal Reports, Fast Report, various ERP and accounting applications as well as the development of custom programs and reports for MAG's clients. Mr. McConnell has an undergraduate degree in engineering and is completing his MBA. He is Asheville based.

**Jennifer Huber, Esq., General Counsel, MAG.** Ms. Huber has provided direct services to numerous municipalities in a variety of functional areas. Ms. Huber serves as MAG's General Counsel providing expertise in legal compliance and contract management both, domestic and internationally.

**Wendy Stephens, Director Administrative Services MAG.** Ms. Stephens holds two AA Degrees (Business Administration and Legal Studies) and a BA in Political Science with a minor in Psychology. She has over 20 years experience owning and running her own successful business (TX/NC), as well as, provides a wide range of experience in business management analysis for MAG's clients. Ms. Stephens coordinates market reviews and compensation analysis. Ms. Stephens ensures that consultants at MAG International, Inc. stay abreast of client needs and requirements as changes evolve. She is Asheville based.



**MANAGEMENT ADVISORY GROUP  
PROPOSED PROJECT CONSULTANTS**



### ***Client Staff Responsibilities***

MAG, in all of its studies, expects to produce all products in a turnkey fashion, performing all necessary technical and professional work. Staff will be expected to assist MAG's team only in scheduling meetings, transferring data collected for the study, reviewing draft questionnaires, survey instruments, survey target lists, and reports, and providing input into philosophical issues pertaining to the development of a human resource classification and compensation system to meet the needs and preferences of the client.

MAG will request that the client provide at the outset of the study a database of current payroll information for positions to be included in the study. *It is*

*important that these data are supplied in the format required for manipulation by MAG's analysts.* This data will be necessary to determine costs to implement the newly developed pay plan(s). All records and databases are kept strictly confidential, and are returned to you or maintained upon project completion.

### ***MAG Customer Focus***

MAG's focus is on delivering quality studies quickly and efficiently to our clients.

We want to continue to be name that you think of when you need Human Resources consulting.



## ***SECTION 3.0***

### ***METHODOLOGY AND TIMELINE***

***Screen Shots: Confidential and  
Proprietary***

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### **Section 3.0 – Project Approach/Methodology**

***This section is considered confidential and not subject to public disclosure.***

#### ***Project Understanding and Scope of Services***

We are able to firmly state that we have the experience from hundreds of similar projects to ensure success in your study. Supplementing the experienced MAG staff are software tools that enable us, and ultimately the HR Department as well, to both create and maintain your compensation system with accuracy and efficiency. *You will be assured of both internal and external equity in the system.*

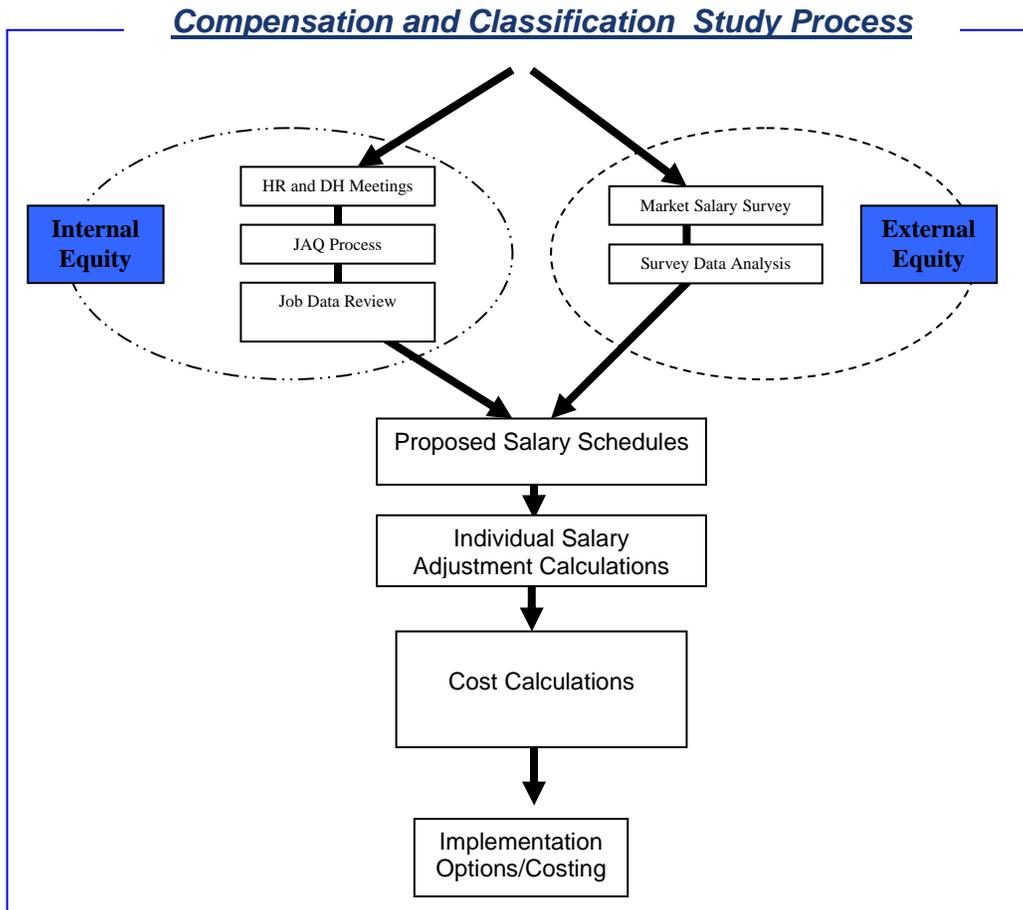
#### **MAG understands the specifics regarding the scope of services will include:**

- MAG will develop a compensation program that is fair, equitable, and competitive with other municipalities in the surrounding geographic market area from which the City of Pearland recruits and lends itself to a total rewards package.
- MAG will evaluate current pay grades, i.e. number of pay grades, including additions, deletions, and/or consolidations; appropriate spread between minimum and maximum of pay ranges and recommend a strategy for improvements.
- MAG will develop a classification system that facilitates ongoing compensation analysis and reporting based on similarly-situated employees, similar skills, qualifications, responsibilities, and pay, using job family grouping and EEO job categories that comport with EEOC guidelines for government employees. And provide a tool the department can use to continue that evaluation/analysis process. This is one area where MAG clearly shines, with the ability to enable the City to maintain its system in future years.
- MAG will conduct job analysis; review position titles (including supervisory/management) and recommend a titling structure which defines consistent levels of responsibility across the organization and provide the instrument/system for ongoing management of the system.
- MAG will identify the appropriate assignment of exempt and non-exempt status in accordance with the Fair Labor Standards Act. We will acknowledge potential issues relative to pending changes to FLSA regulations. MAG's recommendations are advisory in nature and we always suggest additional review by competent legal counsel.

- MAG will provide a full update of job descriptions that connect the individual jobs to the overall purpose and mission, goals, core values of the organization.
- MAG will identify an alternative recommendation demonstrating the methodology the City should use to implement the new classification and compensation system, and the advantages, disadvantages and cost of the alternative. MAG offers to license its highly progressive and proven *Classification Manager®* software to ensure the City is able to maintain its system properly going forward.
- MAG will develop, document and propose a policy and procedure to address reclassification requests.
- MAG will work with the City to develop and document a compensation philosophy that clearly articulates objectives and guiding principles to attract, retain and engage employee that support the City's core beliefs and develop a salary administration system that includes clear and transparent policies and procedures.
- MAG will develop an understanding of the City's current level of competitiveness against comparable organizations in various public and private sectors and position the City's compensation to be as competitive as possible within fiscal guidelines.
- MAG will review/recommend/provide solutions a for pay for performance system/process.
- MAG will identify trends and alternatives to the current compensation structure.
- Deliverables will include but are not limited to:
  - Classification Report
  - Compensation Report
  - Plan that identifies issues and prioritizes suggested adjustments
  - Instruments/systems for continued use and analysis by the department. For example, compensation analysis solution, performance management solution, disciplinary documentation solution.
  - Updated job descriptions
  - Documented policies and procedures for reclassifications
  - Local market comparison report
  - Updated pay plans

**These services are consistent with the services MAG principals have provided to hundreds of local government agencies over a 30-year period.**

## PROPOSED PROJECT METHODOLOGY FLOWCHART



### ***Project Initiation and Data Requirements***

#### **Initial Meetings**

Upon agreement to proceed, MAG's study team will meet with management, HR and departmental staff, and other appropriate personnel to request background information, review the objectives of the study, and discuss concerns and issues.

MAG's representatives will meet with Department Heads to discuss the strengths and limitations of the current human resource system and identify any classification and compensation concerns that exist within each of their departments. Department Heads will have significant input into identifying their issues as the project moves forward. Input from these meetings and subsequent meetings will allow MAG to assist with refining and articulating a sound compensation philosophy that can be used to drive future decisions.



<b>Department Head Input</b>	At the outset of the study MAG representatives will	<b>Data Required</b>
meet with HR Executive Leadership staff, and Department Heads to communicate goals and objectives. Supervisors will also be provided with an “Administrative Issues” forms, which will guide them in providing feedback on problem areas or concerns and to identify positions in need of review. <b>We will also conduct managed Focus Groups for employees by selecting employees from various occupational categories. This will allow for input into study issues and concerns at the employee level.</b>		<ul style="list-style-type: none"> <li>➤ Current Employee &amp; Payroll Data</li> <li>➤ Organization Charts</li> <li>➤ Pay and Classification Plan</li> <li>➤ Salary Schedules</li> <li>➤ Personnel Policies</li> </ul>

We will discuss:

- The City’s positive efforts in conducting a compensation study, thereby gaining the support and cooperation necessary to conduct a successful study;
- An overview of the study goals and objectives, thereby ensuring staff are apprised of the City’s intentions to maintain a competitive salary system;
- The study approach and critical aspects of the project so staff is made aware of and understands the project’s important milestones and schedule, as well as their contribution to adhering to established timelines; and,
- An opportunity to ask general questions pertaining to the project so that concerns can be addressed at the outset of the study.

**Internal Equity**

As a tool in supporting MAG’s comprehensive and professional approach, we have developed and utilize a Windows™ based system, **Classification Manager®**, an evaluation system that integrates current market data through Linear Regression Modeling. ***When the City sees the efficiency and effectiveness of the software tool developed by MAG specifically to accomplish compensation projects and to support the goals and vision of our clients, you will see that there is no true comparison on the market by any of our competitors. The software will be licensed to HR at no additional cost for ongoing use to maintain the system for many years to come.***



***Job Questionnaires – Full Documentation in an Easy to Use Format***

MAG has developed a highly efficient online job questionnaire process for employees. Supervisors access their employees' questionnaires for review and comment. Supervisors are advised in the orientation sessions not to alter employee submissions. Job questionnaires can be printed at any time following completion of the questionnaire. This approach enables MAG to make distinctions at the employee level.

Your project will include the completion of job analysis questionnaires and use of the software to generate reports. ***You will see that MAG's online Job Questionnaire is comprehensive and easy to complete, and has been successfully completed by over 250,000 employees at all levels in local/state government agencies.***

We utilize and propose to client organizations that the position evaluation process be conducted by means of a quantitative job evaluation system. We have developed and utilize a Windows™ based system, ***Classification Manager***®, an evaluation system that utilizes Point Factor Analysis and integrates current market data through Linear Regression Modeling. This evaluation tool provides accurate, defensible analyses with multiple reporting and tracking options. The system is used to evaluate each job classification in ***Classification Manager***® to determine a point value. The evaluations provide a quantitative score and identify similar jobs in the current plan(s). **The system is an outgrowth of the federal FES system and has been tailored to the needs of local government.**

For each job, the following factors are measured to establish internal equity:

<b>Data Responsibility</b>	<b>Judgment</b>
<b>People Responsibility</b>	<b>Complexity of Work</b>
<b>Assets Responsibility</b>	<b>Impact of Decisions</b>
<b>Experience</b>	<b>Physical Demands</b>
<b>Education</b>	<b>Unavoidable Hazards</b>
<b>Math</b>	<b>Safety of Others</b>
<b>Communications</b>	<b>Equipment Usage</b>



## City of Pearland, TX SAMPLE JOB ANALYSIS SCREEN

**EMPLOYEE LOOKUP  
MAKES IT EASY TO:**

- Locate and Log Respondents
- Build Current Supervisory Relationships
- Enter Employee's Description of the job
- Self-Validation of the Job Responsibilities
- Job Class Tasks
- Add Explanatory Notations
- Same Criteria for All Employees

The software is used for the integration of current market data and employee information to produce informative, innovative, and budget projection reports.

The information submitted in the online job questionnaire is downloaded by MAG International, Inc. for review and analysis.

MAG is often able to assist clients in streamlining the classification system by grouping jobs that are substantially similar into a consolidated job class.

**MAG's unique software system, *Classification Manager***<sup>®</sup>, also retains the employees' "working title" thus reducing any resistance to migrating from a wider number of "working titles" to a more streamlined number of classification titles. Simplification increases understanding and improves the efficiency of administering the plan. In addition to consolidating positions, MAG groups positions into occupational categories.



### ***Review of Progression in the System***

MAG will identify whether there is an opportunity for advancement within the different occupational families. This will assist you in identifying career ladders/promotional opportunities that logically occur within the organization.

### ***External Market Review of Position Classifications***

We develop the market salary survey instrument, provide the survey instrument and target list to HR for review, comment, and suggestions, and contact target organizations to solicit survey participation. The survey instrument will be customized to meet your needs.

MAG prefers to conduct salary surveys on-line via our custom internet survey, but alternative formats (hard copy, email & facsimile) are also available. For your study, MAG will use the identified sources of data and manage the input directly into our *Market Manager*<sup>®</sup> software program.

MAG also has a large, current database of compensation data which can also serve as a resource. Private sector data for jobs that are competitive in that market is normally collected through published sources.

### ***Survey Instrument Content***

Each survey instrument is pre-populated with the following information for review by the target organization:

- Job class title.
- A brief description of the job class.
- Required qualifications of the job class.

We will then enter the following survey data into *Market Manager*<sup>®</sup>:

- The respondents matching title and degree of match;
- Minimum, mid-point and maximum pay ranges;
- Notes regarding differences between the City's and respondent's job class.



# City of Pearland, TX

## SAMPLE SALARY SURVEY

The screenshot shows a web browser window titled 'theSalarySurvey - Microsoft Internet Explorer'. The address bar shows 'http://www.maginc.info/MagSalarySurvey.aspx?OrganizationID=579'. The page title is 'A Salary Survey for Valued Client'. The form includes fields for Respondent (Select Organizations), Address (Regional and National Locations), City (U.S. Cities), State, and Zip. Contact information fields include Title (H.R. Officers), Phone, and Email (repondent@rsvp.org). The Job Class Title is set to 'Appraiser II - Commercial'. The form is divided into two columns: 'Description' and 'Qualifications'. The 'Description' field contains text about reviewing plans and measuring angles. The 'Qualifications' field lists requirements like a HS Diploma and three years of experience. Below these are fields for 'Your Matching Title', 'Pay Frequency', 'Pay Range' (with sub-fields for Minimum, Mid-Point, and Maximum), 'Degree of Match', 'Duty Days', 'Annual Hours', and 'CFE Bonus'. There are 'Save Changes' and 'Reset Form' buttons. A 'NOTES' section is at the bottom with a text area for 'Place Notes about Title Here'. The footer includes 'Management Advisory Group, Inc. PHONE: (850)386-2711 EMAIL: info@maginc.org' and 'MAG, Inc. Home'.

Selected Benchmark Classifications

Brief Class Description & Qualifications

Enter Salary/Pay Information

At the close of the survey phase, we analyze the received survey response data and compile market study results for your review, evaluation, and comment. Once final results are calculated, we submit the completed market report and recommendations.



City of Pearland, TX

SAMPLE SURVEY RESULTS

Salary Survey Results												
Emergency Communications Officer												
<b>Descrip</b>		Employees in this class receive and transfer messages by telephone or two-way radio on an assigned rotating shift. Serves as a police telephone operator. Calls are received for general information, police personnel and police, or other emergency equipment wherever the incumbant provides the general information, transfers calls to police personnel and transfers calls for police emergency equipment to shift Sergeant. Calls are received by two-way radio from police vehicles for general information and obtained from teletype or other source and requested informtaion transmitted. Operator records all information concerning calls and complaints. Does related work as needed.										
<b>Quals</b>		Experience and training in radio communications. Completion of a standard high school course, or any equivalent combination of experience and training which provides the required knowledge, skills and abilities. Radio operator's license prescribed by the Federal Communications Commission.										
Respondent	Matching Title	Match	Min	Mid	Max	Range Width	Exempt	Entry	Avg Pay	Actual Pay	# ees	Avg Yrs
Ormond Beach			\$17,932	\$22,432	\$28,061	56.5%	<input type="checkbox"/>					
South Daytona	Dispatcher/Records Clerk		\$19,935	\$24,919	\$29,903	50.0%	<input type="checkbox"/>					
Daytona Beach	Emergency Communications Officer I		\$20,217	\$26,018	\$31,819	57.4%	<input type="checkbox"/>					
Port Orange	Dispatcher		\$20,385	\$26,221	\$32,127	61.8%	<input type="checkbox"/>					
New Smyrna Beach	Police Dispatcher		\$20,700	\$25,572	\$30,444	47.1%	<input type="checkbox"/>					
Dellona	Telecommunicator		\$21,623	\$25,874	\$31,569	46.0%	<input type="checkbox"/>					
Lake Mary		Identical	\$22,235	\$27,000	\$33,322	49.9%	<input type="checkbox"/>					
Casselberry	Telecommunicator I		\$22,405	\$27,467	\$33,528	45.2%	<input type="checkbox"/>					
Loughboat Key	Police Dispatcher		\$23,754	\$30,275	\$36,795	54.9%	<input type="checkbox"/>					
Alapoka	Communications Technician		\$25,976	\$33,120	\$40,263	55.0%	<input type="checkbox"/>					
<b>Average</b>			<b>\$21,516</b>	<b>\$26,995</b>	<b>\$32,886</b>	<b>52.8%</b>						
<b>Town of Ponce Inlet</b>			<b>\$15,996</b>	<b>\$19,832</b>	<b>\$23,667</b>	<b>-8.0%</b>						
<b>\$ Difference</b>			<b>(\$5,520)</b>	<b>(\$7,163)</b>	<b>(\$9,219)</b>							
<b>% Difference</b>			<b>-34.5%</b>	<b>-36.1%</b>	<b>-39.0%</b>							

Benchmark Classification

Survey Respondent(s)

Results Comparison

The market report includes:

- Overall raw data and response from the survey participants and our analyses of the received data;
- Our recommendations for use of the received data in the development of the subsequent pay plan(s) and salary schedule recommendations; and
- Discussion regarding any observations by analysis staff during the market survey that are deemed applicable to the overall objectives of the study.

**Report of Study Conclusions and Implementation Options Prepared for You**

Because *we tailor plans to the specific needs of each organization*, several cost analyses for implementing proposed study recommendations can be considered. The cost by employee to bring staff up to the proposed pay range minimums is the most conservative option and is always provided. Other options, such as length of time in classification and performance histories, can also be used as criteria to assign employees to the proposed plan.



Our program generates analysis reports for each scenario under consideration for implementation.

The analysis reports detail statistical data for each employee according to the selected implementation scenario. **The report details each incumbent by employee number, job code, position number, division, department, proposed pay grade and pay range, proposed salary, and dollar amount (if any) of proposed salary adjustment. Thus, you are provided with an in-depth budget review and forecasting tool to facilitate selection of the most viable and appropriate implementation strategy.**

Once an implementation strategy is determined, we initiate the final reporting phase of the project and provide you with a proposed pay and classification plan report that presents:

- Revised pay rates and salary schedules for all classifications in the scope of the study,
- Study findings, statistical detail reports, and detailed financial impact scenarios based on your identified goals and objectives,
- Implementation options and strategies regarding maintenance and costs of the proposed elements of the plan,
- Recommendations for pay administration practices for all issues and elements identified as useful to during the course of study,
- Recommendations regarding segregation of employees with respect to entry level compression or other agreed upon criteria (if applicable).



**City of Pearland, TX  
SAMPLE IMPLEMENTATION REPORT**

Sample Data with 40,000 employees Implementation Report															
Proposed Pay Plan 6															
AGRICULTURE (Dept Code 83100)															
Original Proposed	Class		Grade				FTE Duty Day	Experience		Salary	Adjustments			Position # Employee Name	
	Title	Code	Min	Mkt	Max	#		From o/d	Day + All'd		Flat %	Mkt OverMkt	Step Merit		Bonus
	POLICE SERGEANT	00620	52,626	55,620	58,413	SG	20	1	03/02/1981	03/02/1981	58,413	1,168	0	0	17005430062000007-0
	POLICE SERGEANT	00620	13,914	16,697	20,871	S	5	0	03/02/1981	1825	59,581	0	0	0	0 UNTERHOFLER, JAY
	SPECIAL SERVICES SUPERVISOR	00639	29,766	34,406	39,046	G	1	1	03/06/2000	03/06/2000	34,691	694	0	0	17005420063900001-0
	SPECIAL SERVICES SUPERVISOR	00639	13,914	16,697	20,871	S	0	0	03/06/2000	817	35,385	0	0	0	0 GERALD, TOMARCUS
<b>Summary for Department: Police</b>															
<b>Current Payroll</b>					<b>\$56,378,706</b>		<b># Positions</b>				<b>1,287</b>				
<b>Flat% Adjustment</b>					<b>\$1,127,574</b>										
<b>Adjustment To Minimum</b>					<b>\$593,177</b>		<b># Adjusted To Minimum</b>				<b>66</b>				
<b>Adjustment To Market</b>					<b>\$55,125</b>		<b># Adjusted To Market</b>				<b>55</b>				
<b>Adjustment Above Market</b>					<b>\$0</b>		<b># Adjusted Above Market</b>				<b>0</b>				
<b>Adjustment To Step</b>					<b>\$0</b>		<b># Adjusted To Step</b>				<b>0</b>				
<b>Merit Adjustment</b>					<b>\$0</b>		<b># Merit Adjustments</b>				<b>0</b>				
<b>Bonus Adjustment</b>					<b>\$0</b>		<b># Bonus Adjustments</b>				<b>0</b>				
<b>Proposed Payroll</b>					<b>\$58,154,582</b>										
<b>Summary for Sample Data with 40,000 employees</b>															
<b>Current Payroll</b>					<b>\$1,242,152,146</b>		<b># Positions</b>				<b>40,029</b>				
<b>Flat% Adjustment</b>					<b>\$26,267,693</b>										
<b>Adjustment To Minimum</b>					<b>\$57,456,106</b>		<b># Adjusted To Minimum</b>				<b>15,983</b>				
<b>Adjustment To Market</b>					<b>\$63,903,944</b>		<b># Adjusted To Market</b>				<b>23,485</b>				
<b>Adjustment Above Market</b>					<b>\$0</b>		<b># Adjusted Above Market</b>				<b>0</b>				
<b>Adjustment To Step</b>					<b>\$0</b>		<b># Adjusted To Step</b>				<b>0</b>				
<b>Merit Adjustment</b>					<b>\$0</b>		<b># Merit Adjustments</b>				<b>0</b>				
<b>Bonus Adjustment</b>					<b>\$96,569</b>		<b># Bonus Adjustments</b>				<b>11</b>				
<b>Proposed Payroll</b>					<b>\$1,461,012,380</b>										
Saturday, April 28, 2002      11:13:20 PM      ReportID 4      Page 2328 of 2328															

All implementation recommendations and other reports such as the above sample can be exported into multiple software formats, including Microsoft Excel, Microsoft Word, Microsoft Access and PDF formats. All other project related reports/documentation are provided in the client's in-use formats, e.g., Microsoft Word or Excel. These files are provided electronically and in hard copy.



### ***Salary Plan Administration, Maintenance, and Training***

We will provide and install a licensed version of the automated ***Classification Manager***<sup>®</sup> system. The system will contain the completed study data and pay plan, and HR staff will receive comprehensive training in the use, administration, and automated maintenance of the plan. The system includes comprehensive user-friendly documentation manuals with step-by-step procedures for the on-going administration of the plan.

We ensure you are provided with the tools and training necessary to administer/maintain the plan. MAG will train HR staff in proper procedures and methods to ensure the plan remains in line with market indicators and organizational changes and/or growth. Thus, your plan will remain fair and competitive with the competing labor market. We remain available as a resource during the transition in the administration of the plan.

### ***Staff Responsibilities***

MAG, in all of its studies, expects to produce all products in a turnkey fashion, performing all necessary technical and professional work. Staff will be expected to assist MAG's team only in scheduling meetings, transferring data collected for the study, reviewing draft questionnaires, survey instruments, survey target lists, and reports, and providing input into philosophical issues pertaining to the development of a human resource classification and compensation system to meet your needs and preferences.

MAG will request a database of current payroll information for positions to be included in the study. *It is important that these data are supplied in the format required for manipulation by MAG's analysts.* This data will be necessary to determine costs to implement the newly developed pay plan(s). All records and databases are kept strictly confidential, and are returned to or maintained upon project completion.

### ***Project Work Plan***

MAG has developed a proposed work-plan and project timeline in order to accomplish the scope of services described above.



## PROJECT PHASES & WORKPLAN

In order to meet the project's timeline, some of the proposed project activities and tasks indicated below will occur simultaneously.

### *Phase I: Project Initiation*

**Objective:** To develop a project plan acceptable to all parties, gather pertinent project related data, finalize contractual negotiations, and establish a timeline for project activities and deliverables.

**Activities:**

- Execute Project Contract.
- Meet with HR and departmental staff to discuss the project's goals and objectives, and to coordinate on-site activities.
- Gather required project data/information, such as current class descriptions, current pay plan, administration policies and procedures, and organization charts.
- Initiate the employee information data collection in required database format in Excel.
- Establish a mutually agreed-upon project work plan, time lines, deliverables, and monitoring procedures that will lead to the successful accomplishment of all project objectives.

**Deliverable(s):**

- Finalized Project Work Plan.
- Project Contract.



***Phase II: Development of Compensation Survey Instrument;  
Review Current Practices***

**Objective:** To develop a salary/compensation survey instrument to gather compensation data from survey targets, establish a list of classifications for inclusion in the survey, and define target respondent organizations/published surveys. Review practices for current pay and recommend any needed changes.

**Activities:**

- Work together with HR and top management to elect appropriate market survey target employers for selected positions that offer comparable employment opportunities.
- Develop draft market salary survey instrument to gather compensation data.
- Review Draft Survey with the Project Manager; revise as necessary and appropriate.
- Develop Final Salary Survey Instrument.
- Conduct survey via internet, telephone, published data, and e-mail for benchmarks; review best practices for supplemental pay.
- Review/clean collected compensation data and compare to current data.
- Develop market compensation summary by classification.
- Review compensation structure and develop recommendations.

**Deliverable(s):**

- Market Survey Targets and Classifications.
- Survey Instrument.
- Recommendations on compensation design.



### ***Phase III: Conduct Classification Review***

**Objective:** To conduct a review of included classifications for appropriate internal equity and to identify functional overlap and efficiencies in departmental structures and relationships; reviewing the top level reporting relationships; review JAQ's for internal equity.

**Activities:**

- Conduct orientation meetings and distribute information on the ***Job Analysis Questionnaires***<sup>®</sup> (JAQ) and data gathering instrument. The JAQ is written in an understandable and easy-to-read format. Employees can list the job duties and responsibilities that they regularly perform and any recent changes in work routine. The questionnaire will capture job data for such factors as education levels, experience, decisions, guidelines, complexity, scope and effect, physical demands, and work environment. This will ensure that the entire proposed pay and classification plan “fits” together in a coordinated manner.
- Provide Administrative Issues forms to managers, supervisors, and key staff for their concerns regarding staffing, salary, and recruitment/retention issues. This will be a key component to the communications process, whereby key staff will be able to identify problems and clarify their own roles and responsibilities during the study process.
- Review the Administrative Issues forms completed by administrators, managers, and supervisors to identify comments concerning position levels.
- Conduct required interviews and Focus Groups.
- Review completed JAQ's.
- Evaluate each job class according to key criteria.
- Make assignments and allocations for classes
- Develop pay structure.

**Deliverable(s):**

- Classification Reviews



### ***Phase IV: Analyze Compensation Study Survey Data***

**Objective:** To gather, compile and analyze salary/compensation data in order to develop a proposed compensation plan.

**Activities:**

- Review and analyze market compensation data; compare to current data.
- Recommend any needed compensation adjustments to the current system.
- Create a salary design that meets the varying needs of different groups of employees.
- Adjust the compensation architecture as needed to ensure that both the current and future needs are met.
- Provide for internal executive/administrative review.

**Deliverable(s):**

- Survey Responses.
- Draft Salary Survey Results.

### ***Phase V: Develop Revised Pay Plan***

**Objective:** To develop a revised pay plan.

**Activities:**

- Conduct analysis and evaluate the structure of the current classification plan(s) in terms of:
  1. supporting the overall goals and objectives;
  2. its ability to provide compensation comparability between and among various groups and classes of positions;



3. its ability to provide a meaningful salary level that not only recognizes the external market, but also recognizes credentials, certifications and experience;
  4. developing an initial set of recommended changes in the structure of the current classification system.
- Review recommended changes with the Project Manager and appropriate management staff and make appropriate revisions.
  - Develop revised pay plan(s).
  - Develop guidelines for maintaining the classification system.
  - Provide for internal review.

***Deliverable(s):***

- Revised Grade Order List and Pay Plan(s).
- Reclassification recommendations (if applicable).

***Phase VI: Develop & Submit Draft Project Report***

***Objective:*** To develop a draft report based on previous study activities and tasks.

***Activities:***

- Integrate project data and deliverables from previous project tasks into a draft report for internal review.
- Provide draft project findings to management for technical review.

***Deliverable(s):***

- Draft Report.



### ***Phase VII: Develop & Submit Final Project Report***

**Objective:** To develop a final report of project results, findings and recommendations.

**Activities:**

- Revise draft report as necessary and appropriate based on technical review, database additions/update and administrative review; develop and deliver final report.
- Present project findings.
- Provide all study documentation.

**Deliverable(s):**

- Final Report.
- All Study Documentation.

### ***Phase VIII: Conduct Software Training & Technology Transfer***

**Objective:** To provide the results of the project, software system, and training for HR staff.

**Activities:**

- Provide for technology transfer of project related data and materials.
- Conduct software and plan training for selected HR personnel.

**Deliverable(s):**

- MAG's ***Classification Manager***<sup>®</sup> software (licensed for selective use internally).
- ***Classification Manager***<sup>®</sup> Training/User Manual.
- Training for selected HR staff on ***Classification Manager***<sup>®</sup> software, plan polices, and guidelines for maintenance.



### ***Project Timeline***

Management Advisory Group's (MAG) ability to adhere to defined timetables will be to some extent dependent on timely action by management and staff in providing necessary data, determining philosophical approaches to be taken, and the acceptance or need for revisions to draft instruments or study products.

**MAG would anticipate completion of the project within a 4-5 month time frame.** An estimate of potential budgetary impact can be provided earlier in the process if accurate employee data is provided relatively quickly. MAG has worked with many agencies to identify potential implementation impact to meet budgetary demands. We will meet your timeline, as we have in all of our projects.



***SECTION 4.0***

***PRICE PROPOSAL***

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## **Section 5.0 – Budget**

MAG has developed a project budget for the City of Pearland based on the scope of services.

**Compensation and classification study (estimated 200 classes):**                   **\$ 49,840.**

- Project management
- Survey development
- Survey management and administration
- Employee meetings and top interviews
- Online job questionnaire management and monitoring
- Job evaluation
- Classification analysis
- Review of policies
- Report tables and development
- Draft report and interactions
- Updated descriptions
- Final report and training for HR staff

MAG views the study as an integrated whole, and offers to complete the project for a not-to-exceed cost as noted above.

This proposed budget includes anticipated travel and related operational expenses during the course of the project. Hourly rates for services beyond the scope would be \$225 for professional staff, and \$60 for support positions.

### ***Payment***

An initiation invoice of twenty percent (20%) will be requested. Monthly amounts will be invoiced as the work proceeds. Ten percent (10%) of the total contract amount shall be held back - payable upon successful completion of the project. Additional payments shall be due and payable in accordance with monthly invoices based upon work performed toward delivery of final reports and products as described herein.



The fees to be provided do not include services provided by MAG following submission of its final report and recommendations. In the event MAG is required to provide documents or testimony in response to claims, demands or actions by third parties, MAG shall bill for services rendered based on then-current professional fees and expenses incurred, including reasonable attorney's fees. No tasks shall be undertaken without prior notification to you. This provision is intended to apply only to third-party actions based on implementation of MAG's report and findings.

***Suggested Indemnification Language:***

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client from any amounts (including reasonable attorney's fees) for which the City shall become legally obligated to pay as damages for negligent acts, errors, and/or omissions of the Consultant arising out of the Consultant's performance under this Agreement; however, the amount Consultant will pay for damages is limited to the amount of the base contract.

***FLSA Recommendations:***

With reference to FLSA recommendations; MAG's review can only include recommendation in effect at the time of the agreement and cannot be anticipatory of changes that may or may not occur at some future point. While there are anticipated changes; it is unclear at this time when these might go into effect and how they might be interpreted by FLSA compliance officers. Any MAG recommendations on FLSA determinations are advisory.

***Proprietary Rights:***

The City acknowledges that certain report formats to be provided by the Consultant are copyrighted. However, in accordance with applicable "Public Records" laws, each file and all papers pertaining to any activities performed for or on behalf of the Client are public records available for inspection by any person even if the file or paper resides in the Consultant's office or facility. The City shall agree, to the extent permitted by law, to protect any information deemed a trade secret as that term is used within applicable statutes. Consultant asserts that its ***Classification Manager®***, ***Performance Manager®*** and ***Market Manager®*** software, Job Analysis Questionnaire (JAQ), methodology section of the proposal, and software development manuals and related documentation for the software are trade secrets and as such are not subject to disclosure.



***SECTION 5.0***

***ESTIMATED BUDGET***

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## *Section 5.0 – Project Lists and References*

### *Our Experience*

**MAG's partners have successfully managed more than 500 client engagements in 24 states. Projects have included agencies with as many as 16,000 employees.**

**The proposed project team in MAG's human resources practice has worked together for 15 years and has provided human resources services nationwide, as a team, for such varied government agencies as:** (nearly every one of these successful projects were similar to the services and scope of work being requested). MAG principals and staff have over 30 years of successful experience in working with very large public organizations on job classification and compensation projects.

### **Selected Project Descriptions**

- **Lubbock, Texas.** MAG recently completed a Comprehensive Classification and Compensation Study for the City of Lubbock. MAG conducted orientation sessions, a comprehensive market survey, and 1,800 employees completed MAG's online Job Analysis Questionnaire. A report was issued and presented to Council for current implementation by staff. Class specifications were finalized in addition to training in MAG's Classification Manager software.
- **Broward County, Florida.** MAG just completed a Comprehensive Classification and Compensation Study for the County's 5,000 plus employees. MAG conducted orientation sessions, a comprehensive market survey, and several thousand employees completed MAG's online Job Analysis Questionnaire. A four-hour meeting with the County Administrator to confirm results was done to discuss findings. The Board recently approved the study and a \$10 million implementation plan. The County is fully considering MAG's Performance Manager as well.
- **Lexington Fayette Urban Consolidated Government, Kentucky.** MAG recently completed a Comprehensive Classification and Compensation Study for the consolidated government of Lexington. MAG conducted orientation sessions, a comprehensive market survey, and 2,300 employees completed MAG's online Job Analysis Questionnaire. A report was issued and presented to Council for current implementation by staff. The study was approved and is being implemented. Follow up training in description writing was completed. Additional classification determinations were completed in 2015.



- **Brownsville, Texas.** MAG just completed a Comprehensive Classification and Compensation Study for the City of Brownsville. MAG has conducted orientation sessions, a comprehensive market survey, and 1,000 employees completed MAG's online Job Analysis Questionnaire. A report was issued was presented to Council in 2015 for implementation by staff. Class specifications have been finalized in addition to training in MAG's Classification Manager software.
- **Brownsville Public Utilities Board, Texas.** MAG just completed a Comprehensive Classification and Compensation Study for the Brownsville Utilities Board. MAG conducted orientation sessions, a comprehensive market survey, and several hundred employees completed MAG's online Job Analysis Questionnaire. A report was issued and was presented in August 2015 for implementation by staff. Class specifications are being completed at this time in a separate work effort.
- **Brownsville Navigation District, Texas.** MAG just completed a Comprehensive Classification and Compensation Study for the Brownsville Port. MAG conducted orientation sessions, a comprehensive market survey, and employees completed MAG's online Job Analysis Questionnaire. A report was issued and presented in December 2015 for implementation by staff.
- **Jacksonville/Duval County, Florida.** MAG is currently completing a Comprehensive Classification and Compensation Study for this major municipal government, following a MAG 2009 study of top level management positions. MAG has conducted orientation sessions, a comprehensive market survey, and several thousand employees completed MAG's online Job Analysis Questionnaire. A draft report is being reviewed at this time for the 2,500 positions in the scope of the study. Several implementation scenarios are being evaluated and considered.
- **Texas Woman's University, Texas.** MAG completed a Comprehensive Classification and Compensation Study for this university. MAG conducted employee and supervisory orientation sessions, a comprehensive market survey, and approximately one thousand employees completed MAG's online Job Analysis Questionnaire. Class specifications were finalized in addition to training in MAG's Classification Manager software.
- **Atlanta, Georgia.** MAG conducted a Comprehensive Classification and Compensation Study for the Atlanta Public Schools. The study included analyzing individual jobs to develop an internal ranking and classification of several thousand employees, surveying the labor market to develop competitive salary ranges for each position, as well as doing a labor market review to assist in designing a market competitive structure for the Schools' instructional staff. The Board recently approved the study and a \$10 million implementation plan.



- **Memphis, Tennessee.** MAG assisted in a review of the organizational structure and opportunities for cost savings/reduction for this 16,000 employee organization. The City worked with MAG on a series of follow-up projects that spanned four additional years. MAG provided HR and organizational consulting assistance from 2006 to 2011.
- **University of North Texas, Texas.** MAG completed a Comprehensive Classification and Compensation Study for this university. MAG conducted employee and supervisory orientation sessions, a comprehensive market survey, and all employees completed MAG's online Job Analysis Questionnaire. Class specifications were finalized in addition to training in MAG's Classification Manager software.
- **Petersburg, Virginia.** MAG recently completed a Comprehensive Classification and Compensation Study for this municipal government, following a MAG 2014 City-wide staffing and organization study. MAG conducted employee and supervisory orientation sessions, a comprehensive market survey, and approximately one thousand employees completed MAG's online Job Analysis Questionnaire. Class specifications were finalized in addition to training in MAG's Classification Manager software.
- **Greenwood County, South Carolina.** A comprehensive classification and compensation study was completed for the County government. In addition, MAG is currently finalizing the development of an online performance evaluation system for County employees at the request of the County Manager.
- **Queen Anne's County, Maryland.** MAG is currently completing a Comprehensive Classification and Compensation Study for this government. A complete draft report was provided in December 2015.
- **Jefferson Parish, Louisiana.** This is a 2011 MAG project, in which all departments were reviewed for overall efficiency and effectiveness. A new proposed organizational structure was developed and used as a model by the incoming manager, hired from the University of New Orleans during the project. This agency was experiencing budgetary challenges due to changing demographics. Reductions in staffing levels were recommended. This organization has over 8,000 employees.
- **Fayette County, Kentucky.** MAG recently conducted a Comprehensive Classification and Compensation Study for Fayette County, in the Lexington area. MAG conducted orientation sessions, a market survey, and several thousand employees completed MAG's online Job Analysis Questionnaire. A follow-up compensation review was requested and is currently being completed by MAG.



- **DeKalb County, Georgia.** This is a 2012 MAG project, sponsored by the Superintendent, Cheryl Atkinson, in which all departments were reviewed for overall efficiency and effectiveness. A new proposed organizational structure was developed for implementation by the Superintendent. Particularly, the Human Resources function received special consulting review and was reorganized for increased efficiency and effectiveness in support of human resources objectives. There are over 10,000 employees. This school district was experiencing budgetary challenges. Reductions in staffing levels in central office functions were recommended and presented.
- **Philadelphia.** The City completed a lengthy review process and checking of references. The focus in this project was on executive positions, ensuring their accurate and appropriate classification and placement within the pay structure. Recommendations were also developed to establish appropriate staffing levels for the Human Resources Department.
- **Dallas Area Rapid Transit, Texas.** MAG completed a Comprehensive Classification and Compensation Study for this organization. MAG conducted employee and supervisory orientation sessions, a comprehensive market survey, and all employees completed MAG's online Job Analysis Questionnaire. Class specifications were finalized in addition to training in MAG's Classification Manager software.
- **Bibb County, Georgia.** This is a very recent Human Resources Audit. The HR function was reviewed for major policies, procedures, and practices with a series of improvements identified, including a total reorganization of the HR function. Recommendations were developed for teacher recruitment and retention, human resource information systems and recordkeeping, and methods to improve HR service delivery to schools and principals. A presentation was made in April 2013. The client requested additional follow up work for a comprehensive classification and compensation study, completed in 2014.
- **City of Deltona, Florida.** MAG is currently conducting a Comprehensive Classification and Compensation Study for the City of Deltona. MAG conducted orientation sessions, a market survey, and all employees are completing MAG's online Job Analysis Questionnaire.
- **City of Oviedo, Florida.** MAG is currently conducting a Comprehensive Classification and Compensation Study for the City of Oviedo. MAG conducted orientation sessions, a market survey, and all employees are completing MAG's online Job Analysis Questionnaire. A draft report is being sent this week.



- **Charlotte County Sheriff's Office, Florida.** MAG is currently conducting a Comprehensive Classification and Compensation Study for the Sheriff's Office. MAG conducted orientation sessions, a market survey, and all employees completed MAG's online Job Analysis Questionnaire. A draft report is being reviewed by the Sheriff at this time.
- **City of Rock Hill, South Carolina.** MAG is currently conducting a Comprehensive Classification and Compensation Study for the City of Rock Hill. MAG conducted orientation sessions, a market survey, and all employees are completing MAG's online Job Analysis Questionnaire.
- **City of Virginia Beach, Virginia.** MAG conducted a Comprehensive Personnel Study for Virginia Beach. The study included analyzing individual jobs to develop an internal ranking and classification of over 10,000 employees, surveying the labor market to develop competitive salary ranges for each position, as well as doing a labor market review to assist in designing a competitive structure. This was a six-month project. A recent (January 2015) project was completed on staffing and organization.
- **Bastrop County, Texas.** MAG completed a Comprehensive Classification and Compensation Study for this organization. MAG conducted employee and supervisory orientation sessions, a comprehensive market survey, and all employees completed MAG's online Job Analysis Questionnaire.
- **Beaufort County, South Carolina.** MAG recently conducted a Comprehensive Classification and Compensation Study for Beaufort County. MAG conducted orientation sessions, a market survey, and over one thousand employees completed MAG's online Job Analysis Questionnaire. The study was implemented in 2015.
- **Jefferson Parish, Louisiana.** This is a 2011 MAG project, in which all departments were reviewed for overall efficiency and effectiveness. A new proposed organizational structure was developed and used as a model by the incoming manager, hired from the University of New Orleans during the project. This agency was experiencing budgetary challenges due to changing demographics. Reductions in staffing levels were recommended. This organization has over 8,000 employees.
- **City of Petersburg, Virginia.** MAG is currently completing a Comprehensive Classification and Compensation Study for this municipal government, following a MAG 2014 City-wide staffing study. MAG is conducting employee and supervisory orientation sessions, a comprehensive market survey, and approximately one thousand employees are completing MAG's online Job Analysis Questionnaire.



- **City of Frederick, Maryland.** MAG recently conducted a Comprehensive Classification and Compensation Study for Frederick, in the Washington/Baltimore area of the country. MAG conducted orientation sessions, a market survey, and employees completed MAG's online Job Analysis Questionnaire. The study was implemented in 2015.
- **City of Corpus Christi, Texas.** MAG completed a Comprehensive Classification and Compensation Study for the airport organization. MAG conducted employee and supervisory orientation sessions, a comprehensive market survey, and all employees completed MAG's online Job Analysis Questionnaire.
- **Genesee County, New York.** MAG recently conducted a Comprehensive Classification and Compensation Study for Genesee County, in upstate New York. This was a review of all of the top administrative and management positions in the county. The study was implemented in 2015.
- **City of Hampton, Virginia.** MAG recently conducted a Comprehensive Classification and Compensation Study for this substantial municipality. MAG conducted orientation sessions, a market survey, and several thousand employees completed MAG's online Job Analysis Questionnaire. The study was completed in 2015 and is being implemented in 2016.
- **Jefferson County, Kentucky.** MAG is finalizing a Comprehensive Classification and Compensation Study for Jefferson County's 5,000 plus employees. MAG conducted orientation sessions, a market survey, and employees completed MAG's online Job Analysis Questionnaire. A draft report has been provided in January 2016.

#### **Additional HR Projects**

- Travis County, Texas;
- Round Rock, Texas;
- Dallas Independent School District, Texas;
- Ysleta Independent School District, Texas;
- Charleston County, South Carolina;
- Portsmouth, Virginia;
- Baltimore County, Maryland;



- New Braunfels (utilities), Texas;
- San Antonio, Texas;
- Cherokee Nation Enterprises (OK);
- City of Daytona Beach, Florida;
- Sedgwick County, Kansas;
- Nashville/Davidson County Schools, Tennessee;
- Oklahoma City, Oklahoma;
- Washington Council of Governments (WASHCOG);
- State of Florida, Office of the State Courts Administrator;
- Richmond, Virginia – 3,000 employees;
- Chesapeake, Virginia – 2,500 employees;
- Parish of East Baton Rouge, Louisiana;
- State of Connecticut;
- Detroit/Wayne County Airport Authority.
- Maryland Health Care Commission; Health Care Cost Review Commission; Board of Nursing;
- Fairfax County Public Schools, Virginia;
- State of Massachusetts Community College System;
- Prince George’s County, Maryland;
- Prince William County, Virginia;
- Richland County, South Carolina



*Additional Client List for MAG Principals*

Alachua County, Florida  
Baltimore County Community College, Maryland  
Black Hawk College, Illinois  
Brevard County, Florida  
Broward County, Florida  
Carson Products, North Carolina  
Charleston Housing Authority, South Carolina  
Chatham County, North Carolina  
Chester County, Pennsylvania  
Citrus County, Florida, Sheriff's Department  
City of Grand Prairie, Texas  
City of Alexandria, Louisiana  
City of Asheville, North Carolina  
City of Bal Harbour, Florida  
City of Bay Harbor Islands, Florida  
City of Belleview, Florida  
City of Brooksville, Florida  
City of Cape Coral, Florida  
City of Cayce, South Carolina  
City of Cocoa Beach, Florida  
City of Columbia, Missouri

City of Davie, Florida  
City of Destin, Florida  
City of Eustis, Florida  
City of Greenacres, Florida  
City of Hammond, Louisiana  
City of Holly Hill, Florida  
City of Indian River Shores, Florida  
City of Johnson City, Tennessee  
City of Kalispell, Montana  
City of Lake Park, Florida  
City of La Porte, Texas  
City of Oak Ridge, Tennessee  
City of Franklin, Tennessee  
City of Palm Bay, Florida  
City of Pascagoula, Mississippi  
City of Pointe Coupee, Louisiana  
City of Portsmouth, Virginia  
City of Riviera Beach, Florida  
City of San Francisco, California  
City of Sarasota, Florida  
City of Satellite Beach, Florida  
City of Sevierville, Tennessee  
City of Stuart, Florida  
City of Tamarac, Florida  
City of Wilton Manors, Florida  
Collier County, Florida, Sheriff's Office  
Dallas Independent School District, Texas  
Dougherty County, Georgia  
Fairfax County Public Schools, Virginia  
Florida Department of Citrus  
Haywood County, North Carolina  
Huntsville City Schools, Alabama  
Jacksonville, Florida, Transportation Authority  
Lake County, Florida, Sheriff's Office  
Lee County, Florida, Tax Collector  
Manatee County, Florida  
Marion County, Florida, Tax Collector  
Montgomery County, Virginia  
Nez Perce Indian Tribe, Idaho  
Massachusetts Community Colleges, Mass.  
North Carolina Department of Juvenile Justice  
North Miami, Florida  
Okaloosa County, Florida  
Ouachita Parish, Louisiana  
Palm Beach County, Florida, Schools  
St. Johns County, Florida, Property Appraiser  
Town of Ponce Inlet, Florida  
Wayne County Airport Authority

Baltimore County Public Schools, Maryland  
Bastrop County, Texas  
Brevard County Sheriff's Office, Florida  
Broward County, Florida, Sheriff's Office  
Charleston County, South Carolina  
Charlotte County, Florida  
Cherokee County, North Carolina  
Citrus County, Florida  
Citrus Hills Investment Corporation  
City of Acton, Massachusetts  
City of Altamonte Springs, Florida  
City of Atlanta, Georgia  
City of Baton Rouge, Louisiana  
City of Belle Glade, Florida  
City of Boynton Beach, Florida  
City of Bowling Green, Kentucky  
City of Brownsville, Texas  
City of Casselberry, Florida  
City of Chesapeake, Virginia  
City of Colonie, New York  
City of Cooper City, Florida  
City of Dania, Florida  
City of Daytona Beach, Florida  
City of Dover, Delaware  
City of Dunedin, Florida  
City of Fairborn, Ohio  
City of Gulfport, Florida  
City of Highland Beach, Florida  
City of Hollywood, Florida  
City of Jacksonville Beach, Florida  
City of Juno Beach, Florida  
City of Kenosha, Wisconsin  
City of Lake Worth, Florida  
City of Mount Dora, Florida  
City of Mount Pleasant, South Carolina  
City of Naples, Florida  
City of Ocala, Florida  
City of Ormond Beach, Florida  
City of Pantego, Texas  
City of Pembroke Pines, Florida  
City of Port Orange, Florida  
City of Richmond, Virginia  
City of Safety Harbor, Florida  
City of Sanibel, Florida  
City of South Daytona, Florida  
City of Tallahassee, Florida  
City of Wellington, Florida  
City of Williston, Florida  
City of Winter Park, Florida  
Corpus Christi Airport, Texas  
Davidson County, North Carolina  
Escambia County, Florida, Utilities  
Florida Community College at Jacksonville  
G.E.O. Services, Inc  
Hernando County, Florida  
Iberia Parish, Louisiana  
Lake County, Florida  
Lake Worth, Florida, Utilities  
Levy County, Florida, Property Appraiser  
Los Angeles Housing Authority, California  
Marion County, Florida, Sheriff's Office  
Nineteenth District Court, East Baton Rouge, Louisiana  
Northampton County, Virginia  
North Miami Beach, Florida  
Orange County, Florida, Public Schools  
Palm Beach County, Florida Clerk of the Circuit Court  
Palm Beach County, Florida, Sheriff's Department  
Tift County, Georgia  
Town of Lauderdale by the Sea, Florida



## References and Points of Contact

- **Lubbock, Texas.** MAG just completed a Comprehensive Classification and Compensation Study for the City of Lubbock. MAG conducted orientation sessions, a comprehensive market survey, and 1,800 employees completed MAG's online Job Analysis Questionnaire. A report was issued and presented to City Council in December 2014 for current implementation by City staff. Class specifications are being finalized in addition to training in MAG's Classification Manager software.

**Contact:** James Urban  
Assistant Director of Human Resources  
City of Lubbock  
806-775-2313  
[jurban@mylubbock.us](mailto:jurban@mylubbock.us)

- **Lexington Fayette Urban Consolidated Government, Kentucky.** MAG just completed a Comprehensive Classification and Compensation Study for the consolidated government of Lexington. A report was issued and presented to City Council for current implementation by City staff. The study was approved and is being implemented. Follow up training in description writing was done in January 2015.

**Contact:** Tammy Walters  
Lexington-Fayette Urban County Government  
Division of Human Resources  
phone: 859.258.3126  
[twalters@lexingtonky.gov](mailto:twalters@lexingtonky.gov)

- **Brownsville, Texas.** MAG just completed a Comprehensive Classification and Compensation Study for the City of Brownsville. MAG has conducted orientation sessions, a comprehensive market survey, and 1,000 employees completed MAG's online Job Analysis Questionnaire. A report was issued was presented to Council in 2015 for implementation by staff. Class specifications have been finalized in addition to training in MAG's Classification Manager software.

**Contact:** Josh Perez  
Assistant HR Director, City of Brownsville  
Tel: 956.548.6035  
[josh.perez@cob.us](mailto:josh.perez@cob.us)



➤ **Jacksonville, Florida.** MAG concluded a comprehensive classification and pay plan study of appointed officials and employees for the (consolidated) City of Jacksonville. These are the top positions in this major government. The study included a salary survey, job analysis, recommendations for a pay and classification plan that is both internally and externally equitable, the development of several implementation cost scenarios, and training for City human resources personnel in MAG's HR software. A current study of all 3,000 City positions is being finalized at this time.

**Contact:** Diane F. Moser  
Division Chief of Talent Management  
Employee Services Department  
904-630-2427  
[dmoser@coj.net](mailto:dmoser@coj.net)

➤ **Washington Council of Governments.** MAG has conducted several Compensation and Classification projects for the Washington (D.C.) Council of Governments. The objectives of the 2006 study included developing a compensation plan to help maintain externally equitable and competitive salaries for all classifications. The labor market included local governments in the greater Washington area. Studies were also performed in 2009 and 2011. A current update was completed in May 2012. MAG recently finalized a study in May 2013 and 2015.

**Contact:** Imelda Roberts  
Human Resources Director  
777 North Capitol Street, N.E. Suite 300  
Washington, D.C. 20002-4239  
(202) 962-3240  
[iroberts@mwkog.org](mailto:iroberts@mwkog.org)

➤ **Broward County, Florida.** MAG just completed a Comprehensive Classification and Compensation Study for the County's 5,000 plus employees. MAG conducted orientation sessions, a comprehensive market survey, and several thousand employees completed MAG's online Job Analysis Questionnaire. The Board recently approved the study and a \$10 million implementation plan.

**Contact:** Kevin B. Kelleher, Director  
Human Resources Division  
115 S. Andrews Avenue, Fort Lauderdale, FL 33301  
Office: 954-357-6005 Fax: 954-357-8414  
[kkelleher@broward.org](mailto:kkelleher@broward.org)



## ***APPENDICES***

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**LETTERS OF REFERENCE  
“QUOTES”**

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# **MANAGEMENT ADVISORY GROUP, INC.**

## **Virginia**

## **Florida**

## **North Carolina**

### ***The City of Hammond, Loretta Severan, Human Resources Director....***

“Thank you for a fantastic job.”

### ***The City of Kirkland, Jeff Blake, Director of Fire & Building....***

“Thanks so much for your great work... I really did appreciate the way in which you handled our process; it was a short timeframe to complete the project and you did a great job.”

### ***Virginia Department of Fire Programs, Brook M. Pittinger, MPA & CPM Director of Administration....***

“Thus far the work products developed by MAG have been very useful and have required very little modification. The modular study format has also proven to provide the committee with a better approach.”

### ***The City of Daytona Beach, Linda Pellicer, Employee Relations Administrator....***

“Thank you so much for your prompt attention and excellent customer service.”

### ***Columbia Daily Tribune, Thursday, Aug. 18, 2007 By Janese Heavin Publisher***

“Some board members said they needed more time to digest the data but indicated they liked the idea of the proposed pay plan.”

“I think teachers and staff are going to be excited about this,” said Michelle Gadbois, a former Hickman High School teacher.

***Okaloosa-Walton College, Nancy Murphy, Director of Human Resources....***

“MAG was in our local newspaper today! I see where you are working with the City of Fort Walton Beach... Gives OWC more creditability that we selected the right company to conduct our compensation study!

Thanks again for all you did...”

***City of Oviedo, Barbara Faulk, Employment Coordinator....***

“...It's really nice to know that we can pick up the phone and get answers to our questions. Please make sure Alan knows how grateful I am for his cooperation and assistance.”

***Newton County Board of Commissioners, John Middleton, Administrative Officer....***

“We appreciate the work MAG has done for us and look forward to working with you all in the near future once again.”

***City of Roswell, Diane Taylor, HR Programs Manager....***

“Your system is so easy to use.”

***Virginia Beach Public Schools, David Staley, ....***

“I have nothing but great things to say about MAG. Despite a challenging timetable, they provided a high quality product which exceeded my expectations.”

***City of Opelika, Honorable Mayor Gary Fuller....***

“I’m writing to express how pleased we are with the services your company recently provided to the City of Opelika.”

“This task could not have been accomplished without the diligent efforts of... Mr. Calvin Grissett. I was pleased with the professionalism that these individuals demonstrated throughout the process.”

“I appreciate the extra effort your company gave in ensuring the Opelika City Council was briefed and made comfortable with the new system.”

“The City of Opelika looks forward to future projects with your company.”

***City of Moultrie, Dale V. Williams, CHRM, Director of HR/Risk Management....***

“I found the MAG employees responsible for the City of Moultrie project, to be very professional and knowledgeable.”

“They were adapt at keeping us on task and meeting deadlines.”

“Because of their proactive approach, I would recommend the MAG Agency without question.”

***Louisiana Community & Technical College System, Laura A. Kamiya, SPHR, Director or Human Resources....***

“The review committee felt that Management Advisory Group, Inc. (MAG) proposal contained all the required elements, experience in conducting similar studies, an understanding of the scope of the project, sound design and methodology, and a responsible cost for effort to be expended.”

“MAG is the highest scorer out of the eleven proposers.”

***Daytona Beach Community College, Laurance R. Sandstorm, Associate Vice President of Human Resources....***

“...the study remained within appropriate scope and was completed on a timely basis.”

“The entire team was receptive and responsive to ideas and feedback from Human Resources staff, college employees, and senior administrators.”

“Our experience ....has proven that the original project was not only well designed but is also very cost effective.”

***Baltimore County Public Schools, Michael J. Goodhues....***

“Ms. Long and her project team worked with Baltimore County Public Schools to complete a demanding project in a short time. The recommendations of the project team were adopted by Baltimore County Public Schools. Software provided by the project team is still in use by the BCPS.”

“I would recommend Ms. Long and her staff be considered by any public school system interested in conducting an employee compensation and classification study.”

***Dover Post, Wednesday, Aug. 21, 2002  
By Jim Flood Sr.  
Publisher***

“Dover’s City Council did the right thing last March in hiring Management Advisory Group, Inc., to review the organization of Dover’s government. It showed foresight and a certain amount of courage. Who could tell what the recommendations of this outside body might be?”

“With that said, how well did the expert examiners do their job? Quite well, in this corner’s opinion. While it is a given that the report has no chance of being adopted in to, there is sound logic to many of the recommendations and city council should carefully examine all of them before making decisions. There is logic and reason in the approach of the Management Advisory Group staff.”

***The City of Oklahoma City, Dianna L. Berry, Personnel Director....***

“Thank you for the professional services you provided to us in conducting the comprehensive compensation, classification, and benefits study for the City of Oklahoma City.”

“Your interest in our organization was evident from the outset of the project to the end, and we wish to express our sincere appreciation.”

“... we were impressed with your enthusiasm, flexibility, and creativity in responding to our expectations and providing viable recommendations to us.”

“We believe that the study recommendations will result in better recruitment and retention of employees.”

***Columbia County Property Appraiser, J. Doyle Crews, CFA....***

“The Salary Survey has proved to be an excellent tool in requesting salary increases for my staff. I have been impressed with the whole process involved in the survey, from the initial meeting ... “

“I want to also tell you I was especially pleased with Calvin Grissett and the professionalism he has shown throughout the business relationship we have had with your company.”

“I am looking forward to future business with your company.”

***Cherokee County Commission Board, Barbara P. Vicknair, Chairman....***

“We are finalizing our review of the draft documents at this time and have found both reports to be quality products that are responsive to the County’s needs.”

“We appreciate the timeliness of the work and your willingness to incorporate suggestions and recommendations from the Board into the report.”

“We look forward to completing this study and the opportunity to work together in the future.”

***Citrus County Board of County Commissioners, Dwight L. Small, Human Resources Director....***

“Mr. Grissett was unfailingly responsive and cooperative by going well beyond normal expectations in his willingness to help us. He was always pleasant and concerned and never displayed the slightest impatience with our demands.”

“Please convey our sincere appreciation to Calvin for his invaluable contributions.”

***Citrus County Florida Tax Collector, Norine S. Gilstrap, CFC....***

“The study itself was very thorough and extensive, the few times that changes were requested they were resolved quickly.”

“Based on my association with Carolyn Long over the past few years I have found her to be most professional, knowledgeable and competent in her approach to her work.”

***Dougherty County Georgia Board of Commissioners, Alice Goseer-Jenkins....***

“We have received the draft report of the Compensation and Classification for Dougherty County. Following our internal review, we find this to be a very comprehensive document, and on that specifically addresses to our local concerns and issues.”

“It is apparent the work done for us has not been just an “off the shelf” piece of work already done for someone else.”

“You have continued to be flexible, offering us several options on most issues instead of only one recommended outcome.”

# Salary Survey Results for SAMPLE CLIENT

Job Class Title	Averages For Each Job Class					SAMPLE CLIENT								
	Min	Mid	Max	Start	Avg	Actual	Range Width	Min	Mid	Max	Range Width			
SCHOOL NUTRITION ASSISTANT I	\$11,861	\$15,239	\$18,617				57.0%	\$8,098	-46.5%	\$12,782	-19.2%	\$17,465	-6.6%	115.7%
TRANSPORTATION - BUS DRIVER	\$15,607	\$19,422	\$23,238				48.9%	\$9,689	-61.1%	\$15,605	-24.5%	\$21,522	-8.0%	122.1%
PARAPROFESSIONAL I	\$16,108	\$21,857	\$27,605				71.4%	\$11,189	-44.0%	\$17,308	-26.3%	\$23,427	-17.8%	109.4%
NURSE - LICENSED PRACTICAL NURSE	\$21,564	\$25,938	\$30,311				40.6%	\$14,279	-51.0%	\$19,659	-31.9%	\$25,038	-21.1%	75.4%
SECRETARY - ELEMENTARY SCHOOL	\$20,612	\$26,498	\$32,383				57.1%	\$15,093	-36.6%	\$27,997	5.4%	\$40,900	20.8%	171.0%
SECRETARY - HIGH SCHOOL	\$21,377	\$27,492	\$33,608				57.2%	\$14,338	-49.1%	\$27,619	0.5%	\$40,900	17.8%	185.3%
BOOKKEEPER - HIGH SCHOOL	\$24,056	\$29,960	\$38,302				59.2%	\$18,413	-30.7%	\$29,657	-1.0%	\$40,900	6.4%	122.1%
DISPATCHER	\$23,457	\$31,577	\$39,696				69.2%							
ADMINISTRATIVE ASSISTANT I	\$26,293	\$34,078	\$41,864				59.2%	\$18,413	-42.8%	\$29,657	-14.9%	\$40,900	-2.4%	122.1%
NURSE - REGISTERED NURSE	\$27,483	\$34,184	\$40,884				48.8%	\$22,520	-22.0%	\$31,005	-10.3%	\$39,489	-3.5%	75.4%
MAINTENANCE - CARPENTER I	\$30,326	\$37,779	\$45,232				49.2%	\$25,234	-20.2%	\$40,642	7.0%	\$56,051	19.3%	122.1%
INTERPRETER II	\$31,215	\$41,327	\$52,017				66.6%	\$24,809	-25.8%	\$39,959	-3.4%	\$55,109	5.6%	122.1%
SPECIALIST HUMAN RESOURCES II	\$32,744	\$41,645	\$50,545				54.4%	\$20,941	-56.4%	\$33,728	-23.5%	\$46,516	-8.7%	122.1%
MECHANIC I	\$33,546	\$43,600	\$53,654				59.9%	\$25,234	-32.9%	\$40,642	-7.3%	\$56,051	4.3%	122.1%
MAINTENANCE - HVAC III	\$35,497	\$44,830	\$54,164				52.6%	\$22,719	-56.2%	\$36,583	-22.5%	\$50,446	-7.4%	122.0%
COMPUTER TECHNICIAN	\$37,108	\$44,974	\$58,710				58.2%	\$31,759	-16.8%	\$51,152	12.1%	\$70,545	16.8%	122.1%
SPECIALIST - PAYROLL II	\$35,816	\$45,655	\$55,493				54.9%	\$23,473	-52.6%	\$37,806	-20.8%	\$52,140	-6.4%	122.1%
MAINTENANCE - FOREMAN GROUNDS	\$38,642	\$50,225	\$61,808				60.0%	\$25,234	-53.1%	\$44,392	-13.1%	\$63,551	2.7%	151.9%
PHYSICAL THERAPIST (PT)	\$43,607	\$55,962	\$68,317				56.7%	\$48,452	10.0%	\$69,293	19.2%	\$90,134	24.2%	86.0%
MAINTENANCE - SUPERVISOR	\$54,041	\$67,623	\$81,205				50.3%	\$79,612	32.1%	\$85,112	20.5%	\$90,612	10.4%	13.8%
MANAGER - PURCHASING	\$54,102	\$68,013	\$81,924				51.4%	\$71,105	23.9%	\$76,605	11.2%	\$82,105	0.2%	15.5%
ADMINISTRATOR - NETWORK	\$53,821	\$68,462	\$83,102				54.4%	\$31,759	-69.5%	\$51,152	-33.8%	\$70,545	-17.8%	122.1%
DATA MANAGER	\$57,858	\$70,473	\$90,802				56.9%	\$71,105	18.6%	\$76,605	8.0%	\$82,105	-10.6%	15.5%
COORDINATOR - SPECIAL EDUCATION	\$62,634	\$79,831	\$97,028				54.9%	\$92,374	32.2%	\$97,874	18.4%	\$103,374	6.1%	11.9%
FEDERAL (TITLE) PROGRAMS COORDINATOR	\$70,446	\$86,145	\$101,845				44.6%	\$92,374	23.7%	\$97,874	12.0%	\$103,374	1.5%	11.9%
TRANSPORTATION DIRECTOR/MANAGER	\$74,312	\$86,878	\$108,332				45.8%	\$99,180	25.1%	\$104,680	17.0%	\$110,180	1.7%	11.1%
DIRECTOR - FINANCE	\$78,326	\$92,095	\$114,754				46.5%	\$99,180	21.0%	\$104,680	12.0%	\$110,180	-4.2%	11.1%
DIRECTOR - TECHNOLOGY SERVICES	\$78,600	\$97,425	\$116,251				47.9%	\$99,180	20.8%	\$104,680	6.9%	\$110,180	-5.5%	11.1%
DIRECTOR - HUMAN RESOURCES	\$79,728	\$98,404	\$117,079				46.8%	\$99,180	19.6%	\$104,680	6.0%	\$110,180	-6.3%	11.1%
ASSISTANT SUPERINTENDENT	\$106,712	\$125,031	\$143,350				34.3%	\$119,598	10.8%	\$125,098	0.1%	\$130,598	-9.8%	9.2%
<b>Survey Averages</b>	<b>\$43,250</b>	<b>\$53,754</b>	<b>\$65,404</b>				<b>53.83%</b>	<b>\$46,018</b>	<b>6.02%</b>	<b>\$56,363</b>	<b>4.63%</b>	<b>\$66,707</b>	<b>1.95%</b>	<b>44.96%</b>

**DRAFT**

Proposed Pay Plans  
City of Brownsville, TX

<i>Code</i>	<i>Proposed Class Title</i>	<i>Ann Min</i>	<i>Ann Max</i>	<i>Hrly Min</i>	<i>Hrly Max</i>		
<b>Executive</b>							
<b>624</b>		<b>\$61,358</b>	<b>\$67,494</b>	<b>\$84,368</b>	<b>\$29.50</b>	<b>\$32.45</b>	<b>\$40.56</b>
0314	Assistant City Secretary						
0354	Assistant Grant Director						
0273	Assistant Health Director						
8062	Assistant HR Director						
0605	Assistant Parks Director						
0159	Assistant Permitting Director						
0601	Assistant Public Works Director						
1501	Assistant Purchasing Director						
<b>625</b>		<b>\$64,426</b>	<b>\$70,869</b>	<b>\$88,586</b>	<b>\$30.97</b>	<b>\$34.07</b>	<b>\$42.59</b>
0203	Assistant City Attorney						
0704	Assistant City Engineer						
08302	Assistant Finance Director						
0256	Asst. Public Infor Service Dir.						
0880	Head Librarian Director						
<b>626</b>		<b>\$70,869</b>	<b>\$74,412</b>	<b>\$93,015</b>	<b>\$34.07</b>	<b>\$35.78</b>	<b>\$44.72</b>
0304	City Secretary						
0350	Dir. of Grants Administration						
9015	Historic Downtown Director						
0212	MPO Director						
0136	Permitting Director						
1500	Purchasing and Contracting Director						
0309	Traffic Director						
<b>627</b>		<b>\$74,412</b>	<b>\$78,133</b>	<b>\$97,666</b>	<b>\$35.78</b>	<b>\$37.56</b>	<b>\$46.95</b>
0308	Airport Director						
0307	MIS Director						
0316	Planning and Zoning Director						
0330	Recreation Services Director						
<b>628</b>		<b>\$78,133</b>	<b>\$82,039</b>	<b>\$102,549</b>	<b>\$37.56</b>	<b>\$39.44</b>	<b>\$49.30</b>
1016	Deputy Fire Chief						
0349	Dir. of Emer. Mgt./Homeland Sec.						
0348	Public Infor. Serv Dept Director						
0302	Public Works Director						
<b>629</b>		<b>\$82,039</b>	<b>\$86,141</b>	<b>\$107,677</b>	<b>\$39.44</b>	<b>\$41.41</b>	<b>\$51.77</b>
0320	Engineering Director						
0331	Municipal Court Presiding Judge						
0310	Public Health & Wellness Dir						
<b>630</b>		<b>\$86,141</b>	<b>\$90,448</b>	<b>\$113,061</b>	<b>\$41.41</b>	<b>\$43.48</b>	<b>\$54.36</b>
8303	Finance Director						
0342	Fire Chief						
0321	Human Resources Director						
0337	Police Chief						
<b>634</b>		<b>\$109,941</b>	<b>\$109,941</b>	<b>\$137,426</b>	<b>\$52.86</b>	<b>\$52.86</b>	<b>\$66.07</b>
0269	Assistant City Manager						
<b>637</b>		<b>\$127,270</b>	<b>\$127,270</b>	<b>\$159,088</b>	<b>\$61.19</b>	<b>\$61.19</b>	<b>\$76.48</b>
1302	Deputy City Manager						
<b>641</b>		<b>\$154,698</b>	<b>\$154,698</b>	<b>\$193,372</b>	<b>\$74.37</b>	<b>\$74.37</b>	<b>\$92.97</b>
0300	City Manager						

38 Active Proposed Classes in the Executive Pay Plan

**Unified**

**DRAFT**

**DRAFT**

Proposed Pay Plans  
City of Brownsville, TX

<i>Code</i>	<i>Proposed Class Title</i>	<i>Ann Min</i>	<i>Ann Max</i>	<i>Hrly Min</i>	<i>Hrly Max</i>		
<b>Unified</b>							
<b>503</b>		<b>\$21,011</b>	<b>\$26,184</b>	<b>\$31,683</b>	<b>\$10.10</b>	<b>\$12.59</b>	<b>\$15.23</b>
0002	Administrative Technician I						
0099	Animal Care Technician I						
0124	Basketroom Attendant						
2118	Concrete Form Carpenter						
0327	Construction Worker I						
0123	Electrician Assistant						
0230	Food & Beverage Attendant I						
0701	Golf Pro-Shop Attendant						
0132	Irrigation Technician						
0001	Library Aide						
0121	Lifeguard						
0108	Maintenance Worker I						
0501	Parking Enforcement Officer						
0515	Parking Lot Cashier/Attendant						
0117	Pool Technician						
0122	Recreation Area Leader						
0134	Recreation Attendant						
0125	Swimming Instructor						
0041	Traffic Control Warden						
<b>504</b>		<b>\$22,911</b>	<b>\$27,494</b>	<b>\$34,367</b>	<b>\$11.02</b>	<b>\$13.22</b>	<b>\$16.52</b>
0003	Administrative Technician II						
0459	Fleet Maintenance Specialist						
0243	Food & Beverage Attendant II						
0109	Maintenance Worker II						
0400	Police Records Technician						
8400	Public Safety Rec Processor Temp						
0505	Security Guard						
0113	Sign Fabricator						
0114	Sign Technician						
<b>505</b>		<b>\$24,057</b>	<b>\$28,868</b>	<b>\$36,085</b>	<b>\$11.57</b>	<b>\$13.88</b>	<b>\$17.35</b>
2155	Adoption Specialist						
0098	Animal Care Technician II						
0609	Communication Specialist I						
0411	Community Service Specialist						
0356	Construction Worker II						
0370	Court Clerk						
0008	Fiscal Clerk						
2012	Magistrate Clerk						
0441	Property & Evidence Clerk						
0131	Swimming Instructor Supervisor						
0126	Swimming Pool Supervisor						
<b>506</b>		<b>\$25,260</b>	<b>\$30,312</b>	<b>\$37,890</b>	<b>\$12.14</b>	<b>\$14.57</b>	<b>\$18.22</b>
0011	Administrative Specialist						
0110	Equipment Operator I						
0120	Lead Parking Meter Technician						
0100	Plumber						
0107	Surveyor Technician						
0334	Traffic Supervisor						
0562	Video Technologist						
<b>507</b>		<b>\$26,523</b>	<b>\$31,827</b>	<b>\$39,784</b>	<b>\$12.75</b>	<b>\$15.30</b>	<b>\$19.13</b>

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Proposed Pay Plans  
City of Brownsville, TX

<i>Code</i>	<i>Proposed Class Title</i>	<i>Ann Min</i>	<i>Ann Max</i>	<i>Hrly Min</i>	<i>Hrly Max</i>		
<b>Unified</b>							
<b>507</b>		<b>\$26,523</b>	<b>\$31,827</b>	<b>\$39,784</b>	<b>\$12.75</b>	<b>\$15.30</b>	<b>\$19.13</b>
0102	Animal Control Officer I						
0608	Communication Specialist II						
0811	Customer Service Specialist I						
0401	Detention Officer						
0111	Equipment Operator II						
0553	Fiscal Technician						
1105	Golf Course Mechanic						
1336	HVACR Assistant Technician						
0053	Landfill Mechanic						
0022	Library Reference Specialist						
maintcord	Maintenance Coordinator						
0326	Maintenance Supervisor						
0439	Payroll Technician						
1001	Pump Station Mechanic						
0130	Recreation Supervisor						
0853	Scale Master						
0504	Security Supervisor						
0372	Senior Court Clerk						
0503	Transit Operator						
<b>508</b>		<b>\$27,849</b>	<b>\$33,419</b>	<b>\$41,773</b>	<b>\$13.39</b>	<b>\$16.07</b>	<b>\$20.08</b>
1040	Aquatics & Facilities Supervisor						
2999	Buyer						
0246	Digital Print Media Specialist						
0213	Drafting/Mapping Coordinator						
0402	Emergency Communications Op.						
0142	Engineering Drafting Specialist						
0112	Equipment Operator III						
1151	Juvenile Case Specialist						
1102	Landfill Equipment Operator						
4028	Lay Outreach Prmtr/Outreach Wrkr						
0555	Ordinance Enforcement Officer I						
0506	Parking Supervisor						
0104	Pest Control Officer						
0442	Public Safety Records Supervisor						
<b>509</b>		<b>\$29,241</b>	<b>\$35,090</b>	<b>\$43,862</b>	<b>\$14.06</b>	<b>\$16.87</b>	<b>\$21.09</b>
0103	Animal Control Officer II						
0554	Court Collections Supervisor						
0812	Customer Service Specialist II						
0257	Equipment Specialist/Trainer						
1561	Golf Center Supervisor						
0216	Help Desk Specialist						
0146	Network Specialist						
0472	Parks Maintenance Supervisor						
0167	Transit Supervisor						
0461	Youth Recreation Supervisor						
<b>510</b>		<b>\$30,703</b>	<b>\$36,844</b>	<b>\$46,055</b>	<b>\$14.76</b>	<b>\$17.71</b>	<b>\$22.14</b>
0451	Administrative Supervisor						
0175	Airport Electrician						
0360	Benefits Specialist						
0204	Bldg & Construction Inspector						

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**Proposed Pay Plans  
City of Brownsville, TX**

<i>Code</i>	<i>Proposed Class Title</i>	<i>Ann Min</i>	<i>Ann Max</i>	<i>Hrly Min</i>	<i>Hrly Max</i>		
<b>Unified</b>							
<b>510</b>		<b>\$30,703</b>	<b>\$36,844</b>	<b>\$46,055</b>	<b>\$14.76</b>	<b>\$17.71</b>	<b>\$22.14</b>
0358	Code Compliance Officer						
0247	Digital Graphic Designer						
0017	EMS Office Supervisor						
0510	Engineering Constr. Inspector I						
1100	Enivronmental Compliance Officer						
0207	Health Inspector I						
0005	Human Resources Specialist						
9037	Journeyman Electrician						
0664	Loan Servicing Specialist / CU						
0438	Payroll Specialist						
1400	Purchasing Specialist						
3000	Senior Buyer						
0206	Traffic Signal Technician						
0521	Vital Statistics Supervisor						
<b>511</b>		<b>\$32,239</b>	<b>\$38,686</b>	<b>\$48,358</b>	<b>\$15.50</b>	<b>\$18.60</b>	<b>\$23.25</b>
9030	Cust Serv Specialist Supervisor						
0403	Emergency Communication Supv						
0351	Grant Compliance Specialist						
1447	Greens Division Supervisor						
9017	Health/Food Sanitation Insp. II						
0014	Office Coordinator						
0560	Ordinance Enforcement Officer II						
0224	Recreation & Event Coordinator						
0641	Residential Plan Reviewer						
<b>512</b>		<b>\$33,850</b>	<b>\$40,621</b>	<b>\$50,776</b>	<b>\$16.27</b>	<b>\$19.53</b>	<b>\$24.41</b>
0290	Airport Operations Officer						
0353	Commercial Plans Examiner						
1394	Emergency Planner						
0512	Engineering Construction Insp II						
0013	Executive Assistant						
8208	Health Inspector II						
0336	HVACR Technician						
0864	IT Coordinator						
1156	Landfill Environmental Specialist						
0576	Lead Traffic Signal Technician						
3115	Master Electrician						
0029	Project Administrator						
0056	Recreation Center Coordinator						
9043	Regulatory Compliance Specialist						
0563	Wellness Coordinator						
<b>513</b>		<b>\$35,543</b>	<b>\$42,652</b>	<b>\$53,314</b>	<b>\$17.09</b>	<b>\$20.51</b>	<b>\$25.63</b>
0291	Building & Permitting Supervisor						
0044	City Forester						
0635	Editor						
1015	Housing Coordinator						
1413A	Housing Manager						
2156	Landfill Project Coordinator						
9022	Plans Examiner Supervisor						
0390	Web Author						
<b>514</b>		<b>\$37,320</b>	<b>\$44,784</b>	<b>\$55,980</b>	<b>\$17.94</b>	<b>\$21.53</b>	<b>\$26.91</b>

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**Proposed Pay Plans  
City of Brownsville, TX**

<i>Code</i>	<i>Proposed Class Title</i>	<i>Ann Min</i>	<i>Ann Max</i>	<i>Hrly Min</i>	<i>Hrly Max</i>		
<b>Unified</b>							
<b>514</b>		<b>\$37,320</b>	<b>\$44,784</b>	<b>\$55,980</b>	<b>\$17.94</b>	<b>\$21.53</b>	<b>\$26.91</b>
0289	Airport Facility Maint. Supervis						
0231	Airport Operations Supervisor						
1316	Animal Care Center Supervisor						
0229	Automation Technologist-Library						
9012	BMetro Fleet Contract Manager						
0248	Digital Production Manager						
0050	Events Center Coordinator						
1333	Fleet Maint. Contract Manager						
0561	Golf Course Coordinator						
0413	Grant Writer						
0227	Information Technology Tech						
1150	Juvenile Case Manager						
0047	Production Manager						
9011	Public Health Coordinator						
0471	Public Works Supervisor						
0355	Social Services Program Coordinator						
0226	Technical Service Supervisor						
0225	Telecommunications Coordinator						
0564	Wellness Manager						
<b>515</b>		<b>\$39,186</b>	<b>\$47,023</b>	<b>\$58,779</b>	<b>\$18.84</b>	<b>\$22.61</b>	<b>\$28.26</b>
0232	Childrens and Young Adults Lib.						
0051	Community Center Coordinator						
0452	Engineering Construction Supv.						
1324	Human Resources Generalist						
1101	Landfill Supervisor						
1605	Parks Maintenance Manager						
0210	Planner I						
0324	Transit Operation Planner						
<b>516</b>		<b>\$41,145</b>	<b>\$49,375</b>	<b>\$61,718</b>	<b>\$19.78</b>	<b>\$23.74</b>	<b>\$29.67</b>
9000	Accountant I						
9033	Engineer I						
0043	Golf Superintendent						
0607	Grant Coordinator						
8085	Library System Analyst						
0214	Network Administrator						
0546	Right of Way Acquisition Special						
SPSUP	Sports Park Superintendent						
<b>517</b>		<b>\$43,203</b>	<b>\$51,843</b>	<b>\$64,804</b>	<b>\$20.77</b>	<b>\$24.92</b>	<b>\$31.16</b>
0340	Business Development Manager						
0343	Downtown Manager						
1350	Emer Mgmt. Administrator						
9013	Emergency Mgmt. Administrator						
9034	Environmental Coord/Stormwater Mgr						
0352	Grant Program Manager						
0271	Heritage Officer						
4101	Landfill Operations Manager						
0211	Planner II						
0235	Reference/Public Services Lib						
0015	Safety/Risk Specialist						
9045	Senior Program Manager						

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Proposed Pay Plans  
City of Brownsville, TX

<i>Code</i>	<i>Proposed Class Title</i>	<i>Ann Min</i>	<i>Ann Max</i>	<i>Hrly Min</i>	<i>Hrly Max</i>		
<b>Unified</b>							
<b>518</b>		<b>\$45,363</b>	<b>\$54,435</b>	<b>\$68,044</b>	<b>\$21.81</b>	<b>\$26.17</b>	<b>\$32.71</b>
9001	Accountant II						
0339	Budget Officer						
0060	Credit Union Manager						
0049	Events Center Manager						
0410	Public Safety Info System Manager						
0588	Traffic Signal Superintendent						
0200	Zoning/Subdivision Administrator						
<b>519</b>		<b>\$51,961</b>	<b>\$57,157</b>	<b>\$71,447</b>	<b>\$24.98</b>	<b>\$27.48</b>	<b>\$34.35</b>
0153	Airport Operations Manager						
1412	Grant Administrator						
8084	IT Applications Manager						
0310A	MPO Planner III						
0329	Municipal Court Administrator						
9019	Public Works Superintendent						
<b>520</b>		<b>\$54,559</b>	<b>\$60,015</b>	<b>\$75,019</b>	<b>\$26.23</b>	<b>\$28.85</b>	<b>\$36.07</b>
0223	Associate Municipal Court Judge						
0266	Internal Auditor						
4086	Library Branch Manager						
0048	Organizational Development Mgr.						
<b>522</b>		<b>\$60,151</b>	<b>\$66,167</b>	<b>\$82,708</b>	<b>\$28.92</b>	<b>\$31.81</b>	<b>\$39.76</b>
1204	City Prosecutor						
0332	Comprehensive Planning Mgr.						
0058	Public Information Officer						
9041	Public Relations Officer						

207 Active Proposed Classes in the Unified Pay Plan

245 Active Proposed Classes in City of Brownsville, TX

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**Class Comparison List by Proposed Pay Grade  
City of Brownsville, TX**

<i>Grade</i>	<i>Pay Plan</i>	<i>Proposed Class Title</i>	<i>Original Class Title</i>	<i>Working Class Title</i>	<i>Code</i>	<i>Grade</i>	<i>Annual Range</i>			
							<i>Min</i>	<i>Max</i>		
<b>502</b>	<b>Unified</b>						<b>\$20,011</b>	<b>\$24,938</b>	<b>\$30,174</b>	---
<b>503</b>	<b>Unified</b>						<b>\$21,011</b>	<b>\$26,184</b>	<b>\$31,683</b>	---
		Administrative Technician I	Administrative Technician I		0002	107	\$18,124	\$22,293	\$27,197	
		Administrative Technician I	Administrative Technician I P/T		7002	107	\$18,124	\$22,293	\$27,197	
		Animal Care Technician I	Animal Care Technician I		0099	106	\$17,680	\$21,747	\$26,531	
		Animal Care Technician I	Animal Care Technician I P/T		7099	106	\$17,680	\$21,747	\$26,531	
		Basketroom Attendant								
		Concrete Form Carpenter	Concrete Form Carpenter		2118	110	\$20,142	\$24,775	\$30,226	
		Construction Worker I	Carpenter		0118	110	\$20,142	\$24,775	\$30,226	
		Construction Worker I	Construction Worker I		0327	107	\$18,124	\$22,293	\$27,197	
		Electrician Assistant	Electrician Assistant		0123	107	\$18,124	\$22,293	\$27,197	
		Food & Beverage Attendant I	Food & Beverage Attendant		0230	106	\$17,680	\$21,747	\$26,531	
		Food & Beverage Attendant I	Food & Beverage Attendant P/T		7230	106	\$17,680	\$21,747	\$26,531	
		Golf Pro-Shop Attendant	Golf Cart Attendant PT		9035	106	\$17,680	\$21,747	\$26,531	
		Golf Pro-Shop Attendant	Golf Pro Shop Attendant PT		7701	107	\$18,124	\$22,293	\$27,197	
		Golf Pro-Shop Attendant	Golf Pro-Shop Attendant		0701	107	\$18,124	\$22,293	\$27,197	
		Irrigation Technician	Irrigation Technician		0132	109	\$19,368	\$23,823	\$29,064	
		Library Aide	Administrative Technician I		0002	107	\$18,124	\$22,293	\$27,197	
		Library Aide	Administrative Technician I P/T		7002	107	\$18,124	\$22,293	\$27,197	
		Lifeguard								
		Maintenance Worker I	Maintenance Worker I		0108	106	\$17,680	\$21,747	\$26,531	
		Maintenance Worker I	Maintenance Worker I P/T		7108	106	\$17,680	\$21,747	\$26,531	
		Parking Enforcement Officer	Parking Enforcement Officer I		0501	106	\$17,680	\$21,747	\$26,531	
		Parking Lot Cashier/Attendant	Parking Lot Cashier/Attendant		0515	106	\$17,680	\$21,747	\$26,531	
		Pool Technician	Pool Technician		0117	107	\$18,124	\$22,293	\$27,197	
		Recreation Area Leader								
		Recreation Attendant	Recreation Attendant		0134	106	\$17,680	\$21,747	\$26,531	
		Recreation Attendant	Recreation Attendant P/T		7134	106	\$17,680	\$21,747	\$26,531	
		Swimming Instructor								
		Traffic Control Warden	Traffic Control Warden		0041	106	\$17,680	\$21,747	\$26,531	
<b>504</b>	<b>Unified</b>						<b>\$22,911</b>	<b>\$27,494</b>	<b>\$34,367</b>	---
		Administrative Technician II	Administrative Technician II		0003	110	\$20,142	\$24,775	\$30,226	
		Fleet Maintenance Specialist	Fleet Maintenance Specialist II		0459	107	\$18,124	\$22,293	\$27,197	
		Food & Beverage Attendant II	Food and Beverage Attendant II		0243	108	\$18,622	\$22,906	\$27,945	
		Maintenance Worker II	Maintenance Worker II		0109	107	\$18,124	\$22,293	\$27,197	
		Maintenance Worker II	Maintenance Worker II P/T		7109	107	\$18,124	\$22,293	\$27,197	

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**Class Comparison List by Proposed Pay Grade  
City of Brownsville, TX**

<i>Grade</i>	<i>Pay Plan</i>	<i>Proposed Class Title</i>	<i>Original Class Title</i>	<i>Working Class Title</i>	<i>Code</i>	<i>Grade</i>	<i>Annual Range</i>			
							<i>Min</i>	<i>Max</i>		
<b>504</b>	<b>Unified</b>						<b>\$22,911</b>	<b>\$27,494</b>	<b>\$34,367</b>	---
		Police Records Technician	Public Safety Rec. Processor		0400	107	\$18,124	\$22,293	\$27,197	
		Public Safety Rec Processor Temp	Public Safety Rec Processor Temp		8400	107	\$18,124	\$22,293	\$27,197	
		Security Guard	Security		0505	110	\$20,142	\$24,775	\$30,226	
		Sign Fabricator	Sign Fabricator		0113	107	\$18,124	\$22,293	\$27,197	
		Sign Technician	Sign Technician		9024	107	\$18,124	\$22,293	\$27,197	
		Sign Technician	Sign Technician		9023	107	\$18,124	\$22,293	\$27,197	
		Sign Technician	Sign Technician		0114	107	\$18,124	\$22,293	\$27,197	
<b>505</b>	<b>Unified</b>						<b>\$24,057</b>	<b>\$28,868</b>	<b>\$36,085</b>	---
		Adoption Specialist	Adoption Specialist		2155	109	\$19,368	\$23,823	\$29,064	
		Animal Care Technician II								
		Communication Specialist I	Communications Specialist II		0609	110	\$20,142	\$24,775	\$30,226	
		Community Service Specialist	Community Service Specialist		0411	113	\$22,657	\$27,869	\$34,000	
		Construction Worker II	Carpenter		0118	110	\$20,142	\$24,775	\$30,226	
		Construction Worker II	Construction Worker II		0356	109	\$19,368	\$23,823	\$29,064	
		Court Clerk	Fiscal Technician I		0008	109	\$19,368	\$23,823	\$29,064	
		Court Clerk	Fiscal Technician II		0009	110	\$20,142	\$24,775	\$30,226	
		Court Clerk	Legal Secretary		0012	114	\$23,564	\$28,984	\$35,360	
		Fiscal Clerk	Fiscal Technician I		0008	109	\$19,368	\$23,823	\$29,064	
		Fiscal Clerk	Fiscal Technician II		0009	110	\$20,142	\$24,775	\$30,226	
		Magistrate Clerk	Magistrate Clerk		2012	114	\$23,564	\$28,984	\$35,360	
		Property & Evidence Clerk	Property & Evidence Clerk		0441	111	\$20,948	\$25,766	\$31,435	
		Swimming Instructor Supervisor								
		Swimming Pool Supervisor								
<b>506</b>	<b>Unified</b>						<b>\$25,260</b>	<b>\$30,312</b>	<b>\$37,890</b>	---
		Administrative Specialist	Administrative Specialist I		0010	108	\$18,622	\$22,906	\$27,945	
		Administrative Specialist	Administrative Specialist II		0011	112	\$21,786	\$26,796	\$32,692	
		Equipment Operator I	Equipment Operator I		0110	109	\$19,368	\$23,823	\$29,064	
		Lead Parking Meter Technician								
		Plumber	Plumber		0100	111	\$20,948	\$25,766	\$31,435	
		Surveyor Technician	Surveyor Technician		0107	112	\$21,786	\$26,796	\$32,692	
		Traffic Supervisor	Pavement Marking Supervisor		0144	113	\$22,657	\$27,869	\$34,000	
		Traffic Supervisor	Traffic Sign Supervisor		0334	113	\$22,657	\$27,869	\$34,000	
		Video Technologist	Video Technologist		0562	114	\$23,564	\$28,984	\$35,360	
<b>507</b>	<b>Unified</b>						<b>\$26,523</b>	<b>\$31,827</b>	<b>\$39,784</b>	---
		Animal Control Officer I	Animal Control Officer		0102	114	\$23,564	\$28,984	\$35,360	

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**Class Comparison List by Proposed Pay Grade  
City of Brownsville, TX**

<i>Grade</i>	<i>Pay Plan</i>	<i>Proposed Class Title</i>	<i>Original Class Title</i>	<i>Working Class Title</i>	<i>Code</i>	<i>Grade</i>	<i>Annual Range</i>		
							<i>Min</i>	<i>Max</i>	
<b>507</b>	<b>Unified</b>						<b>\$26,523</b>	<b>\$31,827</b>	<b>\$39,784</b>
		Communication Specialist II	Communication Specialist III		0608	113	\$22,657	\$27,869	\$34,000
		Customer Service Specialist I	Customer Service Rep. II		7202	110	\$20,142	\$24,775	\$30,226
		Customer Service Specialist I	Customer Service Rep. P/T		7201	106	\$17,680	\$21,747	\$26,531
		Customer Service Specialist I	Customer Service Specialist I		0811	113	\$22,657	\$27,869	\$34,000
		Detention Officer	Detention Officer		0401	108	\$18,622	\$22,906	\$27,945
		Equipment Operator II	Equipment Operator II		0111	110	\$20,142	\$24,775	\$30,226
		Equipment Operator II	Equipment Operator III		0112	111	\$20,948	\$25,766	\$31,435
		Fiscal Technician	Fiscal Technician I PT		7008	109	\$19,368	\$23,823	\$29,064
		Fiscal Technician	Fiscal Technician II		0009	110	\$20,142	\$24,775	\$30,226
		Fiscal Technician	Fiscal Technician III		0553	113	\$22,657	\$27,869	\$34,000
		Golf Course Mechanic	Golf Course Technician		1105	115	\$25,119	\$30,143	\$37,679
		HVACR Assistant Technician	HVACR Assistant Technician		1336	111	\$20,948	\$25,766	\$31,435
		Landfill Mechanic	Landfill Mechanic		0053	113	\$22,657	\$27,869	\$34,000
		Library Reference Specialist	Reference Specialist		0022	114	\$23,564	\$28,984	\$35,360
		Maintenance Coordinator							
		Maintenance Supervisor	Facility Maintenance Supervisor		0470	119	\$29,386	\$35,263	\$44,079
		Maintenance Supervisor	Maintenance Supervisor		0326	114	\$23,564	\$28,984	\$35,360
		Payroll Technician	Payroll Technician		0439	113	\$22,657	\$27,869	\$34,000
		Pump Station Mechanic	Raw Water Pump Technician		1001	112	\$21,786	\$26,796	\$32,692
		Recreation Supervisor	Recreation Supervisor		0130	113	\$22,657	\$27,869	\$34,000
		Scale Master	Scale Master		0853	113	\$22,657	\$27,869	\$34,000
		Security Supervisor	Security Supervisor		0504	114	\$23,564	\$28,984	\$35,360
		Senior Court Clerk	Lead Teller		2553	113	\$22,657	\$27,869	\$34,000
		Transit Operator	Transit Operator		0503	111	\$20,948	\$25,766	\$31,435
<b>508</b>	<b>Unified</b>						<b>\$27,849</b>	<b>\$33,419</b>	<b>\$41,773</b>
		Aquatics & Facilities Supervisor	Public Works Coordinator		1040	122	\$33,055	\$39,666	\$49,582
		Buyer	Buyer		2999	113	\$22,657	\$27,869	\$34,000
		Digital Print Media Specialist	Digital Print Media Specialist		0246	116	\$26,124	\$31,349	\$39,186
		Drafting/Mapping Coordinator	Drafting/Mapping Coordinator		0213	114	\$23,564	\$28,984	\$35,360
		Emergency Communications Op.	Emergency Communications Op.		0402	113	\$22,657	\$27,869	\$34,000
		Emergency Communications Op.	Emergency Communications Op.		7402	113	\$22,657	\$27,869	\$34,000
		Engineering Drafting Specialist	Engineering Drafting Specialist		0142	111	\$20,948	\$25,766	\$31,435
		Equipment Operator III	Equip Oper III/Confined Space En		1112	111	\$20,948	\$25,766	\$31,435
		Equipment Operator III	Equipment Op. III/Motor Grad		0259	111	\$20,948	\$25,766	\$31,435
		Equipment Operator III	Equipment Operator III		0112	111	\$20,948	\$25,766	\$31,435

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**Class Comparison List by Proposed Pay Grade  
City of Brownsville, TX**

<i>Grade</i>	<i>Pay Plan</i>	<i>Proposed Class Title</i>	<i>Original Class Title</i>	<i>Working Class Title</i>	<i>Code</i>	<i>Grade</i>	<i>Annual Range</i>			
							<i>Min</i>	<i>Max</i>		
<b>508</b>	<b>Unified</b>						<b>\$27,849</b>	<b>\$33,419</b>	<b>\$41,773</b>	---
		Equipment Operator III	Equipment Operator III/Composter		4112	111	\$20,948	\$25,766	\$31,435	
		Equipment Operator III	Equipment Oprtr III/LF Mechanic		2112	111	\$20,948	\$25,766	\$31,435	
		Equipment Operator III	Lead Equipment Operator III		1102	113	\$22,657	\$27,869	\$34,000	
		Juvenile Case Specialist								
		Landfill Equipment Operator								
		Lay Outreach Prmtr/Outreach Wrkr								
		Ordinance Enforcement Officer I	Ordinance Enforcement Officer I		0555	114	\$23,564	\$28,984	\$35,360	
		Parking Supervisor	Parking Supervisor		0506	113	\$22,657	\$27,869	\$34,000	
		Pest Control Officer	Pest Control Officer		0104	114	\$23,564	\$28,984	\$35,360	
		Public Safety Records Supervisor	Public Safety Records Supervisor		0442	107	\$18,124	\$22,293	\$27,197	
<b>509</b>	<b>Unified</b>						<b>\$29,241</b>	<b>\$35,090</b>	<b>\$43,862</b>	---
		Animal Control Officer II	Animal Control Officer II		0103	117	\$27,168	\$32,602	\$40,753	
		Court Collections Supervisor	Fiscal Technician III		0553	113	\$22,657	\$27,869	\$34,000	
		Customer Service Specialist II								
		Equipment Specialist/Trainer	Equipment Specialist/Trainer		0257	115	\$25,119	\$30,143	\$37,679	
		Golf Center Supervisor								
		Help Desk Specialist	Systems Operator		0216	113	\$22,657	\$27,869	\$34,000	
		Network Specialist	System Specialist		0146	116	\$26,124	\$31,349	\$39,186	
		Parks Maintenance Supervisor	Parks Maintenance Supervisor		0472	119	\$29,386	\$35,263	\$44,079	
		Transit Supervisor								
		Youth Recreation Supervisor	Youth Recreation Supervisor		0461	118	\$28,256	\$33,907	\$42,384	
<b>510</b>	<b>Unified</b>						<b>\$30,703</b>	<b>\$36,844</b>	<b>\$46,055</b>	---
		Administrative Supervisor	Administrative Supervisor		0451	118	\$28,256	\$33,907	\$42,384	
		Administrative Supervisor	Legal Secretary		0012	114	\$23,564	\$28,984	\$35,360	
		Airport Electrician	Airport Electrician		0175	115	\$25,119	\$30,143	\$37,679	
		Benefits Specialist	Benefits Specialist		0360	117	\$27,168	\$32,602	\$40,753	
		Bldg & Construction Inspector	Bldg & Construction Inspector		0204	114	\$23,564	\$28,984	\$35,360	
		Code Compliance Officer	Code Compliance Officer		0358	115	\$25,119	\$30,143	\$37,679	
		Digital Graphic Designer	Digital Graphic Designer		0247	121	\$31,783	\$38,140	\$47,675	
		EMS Office Supervisor	EMS Office Supervisor		0017	118	\$28,256	\$33,907	\$42,384	
		Engineering Constr. Inspector I	Engineering Constr. Inspector I		0510	114	\$23,564	\$28,984	\$35,360	
		Enivronmental Compliance Officer	Enivronmental Compliance Office		1100	117	\$27,168	\$32,602	\$40,753	
		Health Inspector I	Health/Food Sanitation Inspec. I		0207	114	\$23,564	\$28,984	\$35,360	

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**Class Comparison List by Proposed Pay Grade  
City of Brownsville, TX**

<i>Grade</i>	<i>Pay Plan</i>	<i>Proposed Class Title</i>	<i>Original Class Title</i>	<i>Working Class Title</i>	<i>Code</i>	<i>Grade</i>	<i>Annual Range</i>		
							<i>Min</i>	<i>Max</i>	
<b>510</b>	<b>Unified</b>						<b>\$30,703</b>	<b>\$36,844</b>	<b>\$46,055</b>
		Human Resources Specialist	Human Resources Specialist		0005	117	\$27,168	\$32,602	\$40,753
		Journeyman Electrician	Journeyman Electrician		9037	111	\$20,948	\$25,766	\$31,435
		Loan Servicing Specialist / CU	Loan Servicing Specialist / CU		0664	117	\$27,168	\$32,602	\$40,753
		Payroll Specialist	Payroll Specialist		0438	117	\$27,168	\$32,602	\$40,753
		Purchasing Specialist	Purchasing Specialist		1400	117	\$27,168	\$32,602	\$40,753
		Senior Buyer	Senior Buyer		3000	124	\$35,752	\$42,902	\$53,628
		Traffic Signal Technician	Traffic Signal Technician II		0206	115	\$25,119	\$30,143	\$37,679
		Vital Statistics Supervisor							
<b>511</b>	<b>Unified</b>						<b>\$32,239</b>	<b>\$38,686</b>	<b>\$48,358</b>
		Cust Serv Specialist Supervisor							
		Emergency Communication Supv	Emergency Communication Superv		0403	117	\$27,168	\$32,602	\$40,753
		Grant Compliance Specialist	Compliance Specialist		0351	118	\$28,256	\$33,907	\$42,384
		Greens Division Supervisor	Greens Division Supervisor		1447	119	\$29,386	\$35,263	\$44,079
		Health/Food Sanitation Insp. II	Health/Food Sanitation Insp. II		9017	117	\$27,168	\$32,602	\$40,753
		Office Coordinator	Office Coordinator		0014	121	\$31,783	\$38,140	\$47,675
		Ordinance Enforcement Officer II	Ordinance Enforcement Officer II		0560	117	\$27,168	\$32,602	\$40,753
		Recreation & Event Coordinator	Recreation & Event Coordinator		0224	117	\$27,168	\$32,602	\$40,753
		Residential Plan Reviewer	Residential Plan Reviewer		0641	116	\$26,124	\$31,349	\$39,186
<b>512</b>	<b>Unified</b>						<b>\$33,850</b>	<b>\$40,621</b>	<b>\$50,776</b>
		Airport Operations Officer	Airport Operations Officer		0290	117	\$27,168	\$32,602	\$40,753
		Commercial Plans Examiner	Commercial Plans Examiner		0353	117	\$27,168	\$32,602	\$40,753
		Commercial Plans Examiner	Permitting Facilitator		0418	122	\$33,055	\$39,666	\$49,582
		Emergency Planner							
		Engineering Construction Insp II	Engineering Construction Insp II		0512	116	\$26,124	\$31,349	\$39,186
		Executive Assistant	Executive Assistant		0013	122	\$33,055	\$39,666	\$49,582
		Health Inspector II							
		HVACR Technician	HVACR Technician		0336	124	\$35,752	\$42,902	\$53,628
		IT Coordinator	Public Information Systems Coord		0864	119	\$29,386	\$35,263	\$44,079
		Landfill Environmental Specialist							
		Lead Traffic Signal Technician	Traffic Signal Tech. III		0576	117	\$27,168	\$32,602	\$40,753
		Master Electrician	Master Electrician		3115	117	\$27,168	\$32,602	\$40,753
		Project Administrator	Project Administrator		0029	116	\$26,124	\$31,349	\$39,186
		Recreation Center Coordinator							
		Regulatory Compliance Specialist	Regulatory Compliance Specialist		0046	122	\$33,055	\$39,666	\$49,582

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## Class Comparison List by Proposed Pay Grade City of Brownsville, TX

Grade	Pay Plan	Proposed Class Title	Original Class Title	Working Class Title	Code	Grade	Annual Range			
							Min	Max		
<b>512</b>	<b>Unified</b>						<b>\$33,850</b>	<b>\$40,621</b>	<b>\$50,776</b>	***
		Wellness Coordinator								
<b>513</b>	<b>Unified</b>						<b>\$35,543</b>	<b>\$42,652</b>	<b>\$53,314</b>	***
		Building & Permitting Supervisor	Building & Permitting Supervisor		0291	123	\$34,377	\$41,253	\$51,566	
		City Forester	City Forester		0044	121	\$31,783	\$38,140	\$47,675	
		Editor	Editor		0635	121	\$31,783	\$38,140	\$47,675	
		Housing Coordinator								
		Housing Manager	Housing Manager		1413A	126	\$38,670	\$46,404	\$58,005	
		Landfill Project Coordinator	Landfill Project Coordinator		2156	121	\$31,783	\$38,140	\$47,675	
		Plans Examiner Supervisor	Plans Examiner Supervisor		9022	123	\$34,377	\$41,253	\$51,566	
		Web Author	Web Author		0390	122	\$33,055	\$39,666	\$49,582	
<b>514</b>	<b>Unified</b>						<b>\$37,320</b>	<b>\$44,784</b>	<b>\$55,980</b>	***
		Airport Facility Maint. Supervis	Airport Facility Maint. Supervis		0289	123	\$34,377	\$41,253	\$51,566	
		Airport Operations Supervisor								
		Animal Care Center Supervisor	Animal Care Center Supervisor		1316	121	\$31,783	\$38,140	\$47,675	
		Automation Technologist-Library	Automation Technologist-Library		0229	123	\$34,377	\$41,253	\$51,566	
		BMetro Fleet Contract Manager	BMetro Fleet Contract Manager		2333	125	\$37,182	\$44,618	\$55,773	
		Digital Production Manager	Digital Production Manager		0248	126	\$38,670	\$46,404	\$58,005	
		Events Center Coordinator	Events Center Coordinator		0050	122	\$33,055	\$39,666	\$49,582	
		Fleet Maint. Contract Manager	Fleet Maint. Contract Manager		1333	125	\$37,182	\$44,618	\$55,773	
		Golf Course Coordinator								
		Grant Writer	Environmental Grant Writer		0417	125	\$37,182	\$44,618	\$55,773	
		Grant Writer	Grant Writer		0413	125	\$37,182	\$44,618	\$55,773	
		Information Technology Tech	Information Technology Tech		0227	123	\$34,377	\$41,253	\$51,566	
		Juvenile Case Manager	Juvenile Case Manager		1150	125	\$37,182	\$44,618	\$55,773	
		Production Manager	Production Manager		0047	125	\$37,182	\$44,618	\$55,773	
		Public Health Coordinator	Public Health Coordinator		9011	122	\$33,055	\$39,666	\$49,582	
		Public Works Supervisor	Concrete/Paving Supervisor		0481	119	\$29,386	\$35,263	\$44,079	
		Public Works Supervisor	Construction Supervisor		0471	119	\$29,386	\$35,263	\$44,079	
		Public Works Supervisor	Hot Shot Crew Supervisor		1326	119	\$29,386	\$35,263	\$44,079	
		Public Works Supervisor	Street Patching Supervisor		0054	119	\$29,386	\$35,263	\$44,079	
		Public Works Supervisor	Streets & Drainage Supervisor		0312	119	\$29,386	\$35,263	\$44,079	
		Social Services Program Coordinator								
		Technical Service Supervisor	Technical Service Supervisor		0226	122	\$33,055	\$39,666	\$49,582	
		Telecommunications Coordinator								
		Wellness Manager	Wellness Manager		0564	125	\$37,182	\$44,618	\$55,773	

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**Class Comparison List by Proposed Pay Grade  
City of Brownsville, TX**

<i>Grade</i>	<i>Pay Plan</i>	<i>Proposed Class Title</i>	<i>Original Class Title</i>	<i>Working Class Title</i>	<i>Code</i>	<i>Grade</i>	<i>Annual Range</i>			
							<i>Min</i>	<i>Max</i>		
<b>515</b>	<b>Unified</b>						<b>\$39,186</b>	<b>\$47,023</b>	<b>\$58,779</b>	---
		Childrens and Young Adults Lib.	Childrens and Young Adults Lib.		0232	126	\$38,670	\$46,404	\$58,005	
		Community Center Coordinator	Community Center Coordinator		0051	121	\$31,783	\$38,140	\$47,675	
		Engineering Construction Supv.	Engineering Construction Supervi		0452	119	\$29,386	\$35,263	\$44,079	
		Human Resources Generalist	Human Resources Generalist		1324	125	\$37,182	\$44,618	\$55,773	
		Landfill Supervisor								
		Parks Maintenance Manager	Parks Operations Manager		1605	125	\$37,182	\$44,618	\$55,773	
		Planner I	Planner I		0210	120	\$30,561	\$36,673	\$45,841	
		Transit Operation Planner	Transit Operation Planner		0324	124	\$35,752	\$42,902	\$53,628	
<b>516</b>	<b>Unified</b>						<b>\$41,145</b>	<b>\$49,375</b>	<b>\$61,718</b>	---
		Accountant I	Accountant		0217	123	\$34,377	\$41,253	\$51,566	
		Engineer I	Engineer I		9033	125	\$37,182	\$44,618	\$55,773	
		Golf Superintendent								
		Grant Coordinator								
		Library System Analyst	Library System Analyst		8085	126	\$38,670	\$46,404	\$58,005	
		Network Administrator	Programmer/Analyst		0214	125	\$37,182	\$44,618	\$55,773	
		Right of Way Acquisition Special	Right of way Acquisition Special		0546	123	\$34,377	\$41,253	\$51,566	
		Sports Park Superintendent	Sports Park Superintendant		1603	130	\$45,238	\$54,286	\$67,858	
<b>517</b>	<b>Unified</b>						<b>\$43,203</b>	<b>\$51,843</b>	<b>\$64,804</b>	---
		Business Development Manager	Business Development Manager		0340	125	\$37,182	\$44,618	\$55,773	
		Downtown Manager	Downtown Manager		0343	135	\$57,432	\$66,047	\$85,861	
		Emer Mgmt. Administrator								
		Emergency Mgmt. Administrator								
		Environmental Coord/Stormwater Mgr	ENVIRONMENTAL COORD/STORMWATER MGR		9034	127	\$40,217	\$48,260	\$60,325	
		Grant Program Manager	Program Manager		0352	125	\$37,182	\$44,618	\$55,773	
		Heritage Officer	Heritage Officer		0271	129	\$43,498	\$52,197	\$65,247	
		Landfill Operations Manager	Landfill Operations Manager		4101	125	\$37,182	\$44,618	\$55,773	
		Planner II	Planner II		0211	126	\$38,670	\$46,404	\$58,005	
		Reference/Public Services Lib	Reference/Pub Service Librarian		0235	126	\$38,670	\$46,404	\$58,005	
		Safety/Risk Specialist	Safety/Risk Specialist		0015	122	\$33,055	\$39,666	\$49,582	
		Senior Program Manager								
<b>518</b>	<b>Unified</b>						<b>\$45,363</b>	<b>\$54,435</b>	<b>\$68,044</b>	---
		Accountant II	Accountant II		9001	125	\$37,182	\$44,618	\$55,773	
		Budget Officer								
		Credit Union Manager	Credit Union Manager		0060	122	\$33,055	\$39,666	\$49,582	

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**Class Comparison List by Proposed Pay Grade  
City of Brownsville, TX**

<i>Grade</i>	<i>Pay Plan</i>	<i>Proposed Class Title</i>	<i>Original Class Title</i>	<i>Working Class Title</i>	<i>Code</i>	<i>Grade</i>	<i>Annual Range</i>			
							<i>Min</i>	<i>Max</i>		
<b>518</b>	<b>Unified</b>						<b>\$45,363</b>	<b>\$54,435</b>	<b>\$68,044</b>	--
		Events Center Manager	Events Center Manager		0049	125	\$37,182	\$44,618	\$55,773	
		Public Safety Info System Manager	Public Safety Info System MGR		0410	129	\$43,498	\$52,197	\$65,247	
		Traffic Signal Superintendent	Traffic Signal Superintendent		0588	122	\$33,055	\$39,666	\$49,582	
		Zoning/Subdivision Administrator								
<b>620</b>	<b>Executive</b>						<b>\$50,480</b>	<b>\$55,528</b>	<b>\$69,409</b>	--
<b>519</b>	<b>Unified</b>						<b>\$51,961</b>	<b>\$57,157</b>	<b>\$71,447</b>	--
		Airport Operations Manager								
		Grant Administrator								
		IT Applications Manager	Sr. Systems Analyst		8084	128	\$41,826	\$50,191	\$62,739	
		MPO Planner III	MPO Planner III		0310A	128	\$41,826	\$50,191	\$62,739	
		Municipal Court Administrator								
		Public Works Superintendent	Public Works Superintendent		9019	130	\$45,238	\$54,286	\$67,858	
<b>621</b>	<b>Executive</b>						<b>\$53,004</b>	<b>\$58,304</b>	<b>\$72,880</b>	--
<b>520</b>	<b>Unified</b>						<b>\$54,559</b>	<b>\$60,015</b>	<b>\$75,019</b>	--
		Associate Municipal Court Judge	Associate Municipal Court Judge		0223	132	\$48,930	\$58,716	\$73,395	
		Internal Auditor	Internal Auditor		0266	132	\$48,930	\$58,716	\$73,395	
		Library Branch Manager	Library Branch Manager		4086	131	\$47,048	\$56,457	\$70,572	
		Organizational Development Mgr.	Organizational Development Mgr.		0048	132	\$48,930	\$58,716	\$73,395	
<b>622</b>	<b>Executive</b>						<b>\$55,654</b>	<b>\$61,219</b>	<b>\$76,524</b>	--
<b>521</b>	<b>Unified</b>						<b>\$57,287</b>	<b>\$63,016</b>	<b>\$78,770</b>	--
<b>623</b>	<b>Executive</b>						<b>\$58,436</b>	<b>\$64,280</b>	<b>\$80,350</b>	--
<b>522</b>	<b>Unified</b>						<b>\$60,151</b>	<b>\$66,167</b>	<b>\$82,708</b>	--
		City Prosecutor	City Prosecutor		1204	130	\$45,238	\$54,286	\$67,858	
		Comprehensive Planning Mgr.								
		Public Information Officer								
		Public Relations Officer	Public Relations Officer		9041	127	\$40,217	\$48,260	\$60,325	
<b>624</b>	<b>Executive</b>						<b>\$61,358</b>	<b>\$67,494</b>	<b>\$84,368</b>	--
		Assistant City Secretary	Assistant City Secretary		0314	128	\$41,826	\$50,191	\$62,739	
		Assistant Grant Director	Housing Manager		1413	126	\$38,670	\$46,404	\$58,005	

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**Class Comparison List by Proposed Pay Grade  
City of Brownsville, TX**

<i>Grade</i>	<i>Pay Plan</i>	<i>Proposed Class Title</i>	<i>Original Class Title</i>	<i>Working Class Title</i>	<i>Code</i>	<i>Grade</i>	<i>Annual Range</i>			
							<i>Min</i>	<i>Max</i>		
<b>624</b>	<b>Executive</b>						<b>\$61,358</b>	<b>\$67,494</b>	<b>\$84,368</b>	---
		Assistant Health Director	Assistant Health Director		0273	129	\$43,498	\$52,197	\$65,247	
		Assistant HR Director	Assistant HR Director		8062	128	\$41,826	\$50,191	\$62,739	
		Assistant HR Director	Asst HR Dir/ Safety Coordinator		8063	128	\$41,826	\$50,191	\$62,739	
		Assistant Parks Director								
		Assistant Permitting Director	Assistant Permitting Director		0159	128	\$41,826	\$50,191	\$62,739	
		Assistant Public Works Director	Assistant Public Works Director		0601	130	\$45,238	\$54,286	\$67,858	
		Assistant Public Works Director	Assnt Public Wrks Dir Landfill		0603	130	\$45,238	\$54,286	\$67,858	
		Assistant Purchasing Director	Assistant Purchasing Director		1486	129	\$43,498	\$52,197	\$65,247	
<b>523</b>	<b>Unified</b>						<b>\$63,159</b>	<b>\$69,475</b>	<b>\$86,844</b>	---
<b>625</b>	<b>Executive</b>						<b>\$64,426</b>	<b>\$70,869</b>	<b>\$88,586</b>	---
		Assistant City Attorney								
		Assistant City Engineer	Assistant City Engineer		0704	130	\$45,238	\$54,286	\$67,858	
		Assistant Finance Director	Assistant Finance Director		9016	129	\$43,498	\$52,197	\$65,247	
		Asst. Public Infor Service Dir.	Asst. Public Infor Service Dir.		0256	133	\$50,888	\$61,065	\$76,332	
		Head Librarian Director	Head Librarian Director		0880	133	\$50,888	\$61,065	\$76,332	
<b>524</b>	<b>Unified</b>						<b>\$66,317</b>	<b>\$72,949</b>	<b>\$91,186</b>	---
<b>626</b>	<b>Executive</b>						<b>\$70,869</b>	<b>\$74,412</b>	<b>\$93,015</b>	---
		City Secretary	City Secretary		0304	132	\$48,930	\$58,716	\$73,395	
		Dir. of Grants Administration	Dir. of Grants Administration		0350	132	\$48,930	\$58,716	\$73,395	
		Historic Downtown Director								
		MPO Director	MPO Director		0212	135	\$57,432	\$66,047	\$85,861	
		Permitting Director	Permitting Director		0136	130	\$45,238	\$54,286	\$67,858	
		Purchasing and Contracting Director								
		Traffic Director	Traffic Director		0309	130	\$45,238	\$54,286	\$67,858	
<b>525</b>	<b>Unified</b>						<b>\$69,633</b>	<b>\$76,596</b>	<b>\$95,745</b>	---
<b>627</b>	<b>Executive</b>						<b>\$74,412</b>	<b>\$78,133</b>	<b>\$97,666</b>	---
		Airport Director								
		MIS Director	MIS Director		0307	137	\$62,118	\$71,436	\$92,867	
		Planning and Zoning Director								
		Recreation Services Director	Assistant Parks & Rec Director		0605	129	\$43,498	\$52,197	\$65,247	
		Recreation Services Director	Parks & Recreation Director		0330	134	\$55,223	\$63,507	\$82,559	
<b>526</b>	<b>Unified</b>						<b>\$76,596</b>	<b>\$80,426</b>	<b>\$100,532</b>	---

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**Class Comparison List by Proposed Pay Grade  
City of Brownsville, TX**

Grade	Pay Plan	Proposed Class Title	Original Class Title	Working Class Title	Code	Grade	Annual Range			
							Min	Max		
<b>526</b>	<b>Unified</b>						<b>\$76,596</b>	<b>\$80,426</b>	<b>\$100,532</b>	--
<b>628</b>	<b>Executive</b>						<b>\$78,133</b>	<b>\$82,039</b>	<b>\$102,549</b>	--
		Deputy Fire Chief								
		Dir. of Emer. Mgt./Homeland Sec.	Dir. of Emer. Mgt./Homeland Sec.		0349	136	\$59,730	\$68,689	\$89,296	
		Public Infor. Serv Dept Director	Public Infor. Serv Dept Director		0348	136	\$59,730	\$68,689	\$89,296	
		Public Works Director	Public Works Director		0302	136	\$59,730	\$68,689	\$89,296	
<b>527</b>	<b>Unified</b>						<b>\$80,426</b>	<b>\$84,447</b>	<b>\$105,559</b>	--
<b>629</b>	<b>Executive</b>						<b>\$82,039</b>	<b>\$86,141</b>	<b>\$107,677</b>	--
		Engineering Director	Engineering Director		0320	138	\$64,604	\$74,294	\$96,583	
		Municipal Court Presiding Judge	Municipal Court Presiding Judge		0331	137	\$62,118	\$71,436	\$92,867	
		Public Health & Wellness Dir	Public Health & Wellness Dir		0310	131	\$47,048	\$56,457	\$70,572	
<b>528</b>	<b>Unified</b>						<b>\$84,447</b>	<b>\$88,670</b>	<b>\$110,837</b>	--
<b>630</b>	<b>Executive</b>						<b>\$86,141</b>	<b>\$90,448</b>	<b>\$113,061</b>	--
		Finance Director	Finance Director		9014	139	\$67,187	\$77,265	\$100,445	
		Fire Chief								
		Human Resources Director	Human Resources Director		0321	137	\$62,118	\$71,436	\$92,867	
		Police Chief								
<b>529</b>	<b>Unified</b>						<b>\$88,670</b>	<b>\$93,103</b>	<b>\$116,379</b>	--
<b>631</b>	<b>Executive</b>						<b>\$94,971</b>	<b>\$94,971</b>	<b>\$118,714</b>	--
<b>530</b>	<b>Unified</b>						<b>\$93,103</b>	<b>\$97,758</b>	<b>\$122,198</b>	--
<b>632</b>	<b>Executive</b>						<b>\$99,719</b>	<b>\$99,719</b>	<b>\$124,649</b>	--
<b>531</b>	<b>Unified</b>						<b>\$102,646</b>	<b>\$102,646</b>	<b>\$128,308</b>	--
<b>633</b>	<b>Executive</b>						<b>\$104,705</b>	<b>\$104,705</b>	<b>\$130,882</b>	--
<b>532</b>	<b>Unified</b>						<b>\$107,778</b>	<b>\$107,778</b>	<b>\$134,723</b>	--
<b>634</b>	<b>Executive</b>						<b>\$109,941</b>	<b>\$109,941</b>	<b>\$137,426</b>	--

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**Class Comparison List by Proposed Pay Grade  
City of Brownsville, TX**

Grade	Pay Plan	Proposed Class Title	Original Class Title	Working Class Title	Code	Grade	Annual Range			
							Min	Max		
<b>634</b>	<b>Executive</b>						<b>\$109,941</b>	<b>\$109,941</b>	<b>\$137,426</b>	---
		Assistant City Manager	Assistant City Manager		0269	ACM	\$110,000	\$120,000	\$130,000	
<b>533</b>	<b>Unified</b>						<b>\$113,167</b>	<b>\$113,167</b>	<b>\$141,459</b>	---
<b>635</b>	<b>Executive</b>						<b>\$115,438</b>	<b>\$115,438</b>	<b>\$144,297</b>	---
<b>534</b>	<b>Unified</b>						<b>\$118,826</b>	<b>\$118,826</b>	<b>\$148,532</b>	---
<b>636</b>	<b>Executive</b>						<b>\$121,210</b>	<b>\$121,210</b>	<b>\$151,512</b>	---
<b>535</b>	<b>Unified</b>						<b>\$124,767</b>	<b>\$124,767</b>	<b>\$155,959</b>	---
<b>637</b>	<b>Executive</b>						<b>\$127,270</b>	<b>\$127,270</b>	<b>\$159,088</b>	---
		Deputy City Manager	Deputy City Manager		1302	DCM	\$130,000	\$140,000	\$150,000	
<b>536</b>	<b>Unified</b>						<b>\$131,005</b>	<b>\$131,005</b>	<b>\$163,757</b>	---
<b>638</b>	<b>Executive</b>						<b>\$133,634</b>	<b>\$133,634</b>	<b>\$167,042</b>	---
<b>537</b>	<b>Unified</b>						<b>\$137,556</b>	<b>\$137,556</b>	<b>\$171,945</b>	---
<b>639</b>	<b>Executive</b>						<b>\$140,315</b>	<b>\$140,315</b>	<b>\$175,394</b>	---
<b>538</b>	<b>Unified</b>						<b>\$144,433</b>	<b>\$144,433</b>	<b>\$180,542</b>	---
<b>640</b>	<b>Executive</b>						<b>\$147,331</b>	<b>\$147,331</b>	<b>\$184,164</b>	---
<b>539</b>	<b>Unified</b>						<b>\$151,655</b>	<b>\$151,655</b>	<b>\$189,569</b>	---
<b>641</b>	<b>Executive</b>						<b>\$154,698</b>	<b>\$154,698</b>	<b>\$193,372</b>	---
		City Manager	City Manager		0300	CM	\$160,000	\$170,000	\$180,000	
<b>540</b>	<b>Unified</b>						<b>\$159,238</b>	<b>\$159,238</b>	<b>\$199,047</b>	---
<b>642</b>	<b>Executive</b>						<b>\$162,432</b>	<b>\$162,432</b>	<b>\$203,041</b>	---
<b>541</b>	<b>Unified</b>						<b>\$167,200</b>	<b>\$167,200</b>	<b>\$209,000</b>	---

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## Implementation Cost By Proposed Classification City of Brownsville, TX

**Proposed Pay Plan Executive**

**95 % Of Market**

Proposed	Class		Orig Avg	Adjustment Amounts and # of Employees Receiving Adjustments														Prop Avg	Avg \$ Inc	%
	Title	Code		# EES	Flat %	#	Min	#	Mkt	#	Max	#	Step	#	Merit	#	Total Adjust			
<b>Proposed Pay Plan Executive</b>																				
Assistant City Engineer	0704		66,356	2	0	0	0	0	0	0	15,407	2	0	0	0	0	15,407	74,059	7,703	11.6%
Assistant City Manager	0269		123,600	2	0	0	0	0	0	0	0	0	0	0	0	0	0	123,600	0	0.0%
Assistant City Secretary	0314		57,275	1	0	0	4,083	1	0	0	7,573	1	0	0	0	0	11,655	68,931	11,655	20.3%
Assistant Finance Director	08302		68,495	1	0	0	0	0	0	0	6,204	1	0	0	0	0	6,204	74,699	6,204	9.1%
Assistant Grant Director	0354		55,607	1	0	0	5,751	1	0	0	870	1	0	0	0	0	6,621	62,228	6,621	11.9%
Assistant Health Director	0273		57,275	1	0	0	4,083	1	0	0	10,093	1	0	0	0	0	14,175	71,451	14,175	24.7%
Assistant HR Director	8062		59,044	2	0	0	4,628	2	0	0	11,587	2	0	0	0	0	16,215	67,152	8,107	13.7%
Assistant Permitting Director	0159		57,275	1	0	0	4,083	1	0	0	4,967	1	0	0	0	0	9,050	66,326	9,050	15.8%
Assistant Public Works Director	0601		60,827	2	0	0	4,083	1	0	0	21,787	2	0	0	0	0	25,870	73,762	12,935	21.3%
Assistant Purchasing Director	1501		55,607	1	0	0	5,751	1	0	0	1,229	1	0	0	0	0	6,980	62,587	6,980	12.6%
Asst. Public Infor Service Dir.	0256		63,508	1	0	0	918	1	0	0	9,978	1	0	0	0	0	10,896	74,404	10,896	17.2%
City Manager	0300		179,091	1	0	0	0	0	0	0	11,346	1	0	0	0	0	11,346	190,437	11,346	6.3%
City Secretary	0304		70,000	1	0	0	869	1	0	0	0	0	0	0	0	0	869	70,869	869	1.2%
Deputy City Manager	1302		139,050	1	0	0	0	0	0	0	18,262	1	0	0	0	0	18,262	157,311	18,262	13.1%
Dir. of Emer. Mgt./Homeland Sec.	0349		72,100	1	0	0	6,033	1	0	0	12,554	1	0	0	0	0	18,587	90,687	18,587	25.8%
Dir. of Grants Administration	0350		72,100	1	0	0	0	0	0	0	2,617	1	0	0	0	0	2,617	74,717	2,617	3.6%
Engineering Director	0320		89,524	1	0	0	0	0	0	0	1,186	1	0	0	0	0	1,186	90,710	1,186	1.3%
Finance Director	8303		82,400	1	0	0	3,742	1	0	0	11,911	1	0	0	0	0	15,652	98,052	15,652	19.0%
Head Librarian Director	0880		57,275	1	0	0	7,151	1	0	0	10,809	1	0	0	0	0	17,960	75,235	17,960	31.4%
Human Resources Director	0321		77,250	1	0	0	8,891	1	0	0	5,022	1	0	0	0	0	13,914	91,164	13,914	18.0%
MIS Director	0307		82,908	1	0	0	0	0	0	0	9,169	1	0	0	0	0	9,169	92,077	9,169	11.1%
MPO Director	0212		86,007	1	0	0	0	0	0	0	1,387	1	0	0	0	0	1,387	87,394	1,387	1.6%
Municipal Court Presiding Judge	0331		109,635	1	0	0	0	0	0	0	0	0	0	0	0	0	0	109,635	0	0.0%
Permitting Director	0136		67,891	1	0	0	2,978	1	0	0	16,856	1	0	0	0	0	19,834	87,724	19,834	29.2%
Public Health & Wellness Dir	0310		89,563	1	0	0	0	0	0	0	0	0	0	0	0	0	0	89,563	0	0.0%
Public Infor. Serv Dept Director	0348		77,250	1	0	0	883	1	0	0	13,439	1	0	0	0	0	14,322	91,572	14,322	18.5%
Public Works Director	0302		78,785	1	0	0	0	0	0	0	7,278	1	0	0	0	0	7,278	86,063	7,278	9.2%
Recreation Services Director	0330		65,750	2	0	0	17,324	2	0	0	991	1	0	0	0	0	18,315	74,908	9,157	13.9%
Traffic Director	0309		72,627	1	0	0	0	0	0	0	19,848	1	0	0	0	0	19,848	92,475	19,848	27.3%

**Summary for Pay Plan: Executive**

Pay Plan Totals	# Job Classes	# EES	Flat %	#	Min	#	Mkt	#	Max	#	Step	#	Merit	#	Total
		29	34	0	0	81,250	18	0	0	232,369	28	0	0	0	0

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# Implementation Cost By Proposed Classification City of Brownsville, TX

Proposed Pay Plan Unified

95 % Of Market

Proposed	Class		Orig Avg	Adjustment Amounts and # of Employees Receiving Adjustments													Prop Avg	Avg \$ Inc	%	
	Title	Code		# EES	Flat %	#	Min	#	Mkt	#	Max	#	Step	#	Merit	#				Total Adjust
Proposed Pay Plan	Unified																			
Accountant I		9000	36,440	1	0	0	4,706	1	0	0	876	1	0	0	0	0	5,582	42,022	5,582	15.3%
Accountant II		9001	47,836	10	0	0	23,561	4	0	0	15,169	5	0	0	0	0	38,730	51,709	3,873	8.1%
Administrative Specialist		0011	26,116	30	0	0	23,188	14	0	0	74,834	27	0	0	0	0	98,022	29,383	3,267	12.5%
Administrative Specialist I		0010	18,623	1	0	0	0	0	0	0	0	0	0	0	0	0	0	18,623	0	0.0%
Administrative Supervisor		0451	33,487	5	0	0	0	0	0	0	16,104	5	0	0	0	0	16,104	36,707	3,221	9.6%
Administrative Technician I		0002	14,693	21	0	0	23,226	19	0	0	15,480	14	0	0	0	0	38,706	16,536	1,843	12.5%
Administrative Technician I P/T		7002	9,130	10	0	0	0	0	0	0	564	2	0	0	0	0	564	9,187	56	0.6%
Administrative Technician II		0003	22,926	10	0	0	8,376	7	0	0	12,732	8	0	0	0	0	21,108	25,036	2,111	9.2%
Adoption Specialist		2155	19,368	1	0	0	4,689	1	0	0	0	0	0	0	0	0	4,689	24,057	4,689	24.2%
Airport Admin Coordinator		0055	28,256	1	0	0	0	0	0	0	0	0	0	0	0	0	0	28,256	0	0.0%
Airport Electrician		0175	29,120	1	0	0	1,583	1	0	0	3,992	1	0	0	0	0	5,575	34,696	5,575	19.1%
Airport Facility Maint. Supervis		0289	37,566	1	0	0	0	0	0	0	9,044	1	0	0	0	0	9,044	46,609	9,044	24.1%
Airport Operations Officer		0290	28,546	1	0	0	5,304	1	0	0	3,014	1	0	0	0	0	8,318	36,865	8,318	29.1%
Animal Care Center Supervisor		1316	31,784	1	0	0	5,536	1	0	0	0	0	0	0	0	0	5,536	37,320	5,536	17.4%
Animal Care Technician I		0099	15,694	6	0	0	10,890	6	0	0	3,297	3	0	0	0	0	14,187	18,059	2,365	15.1%
Animal Care Technician II		0155	22,437	1	0	0	0	0	0	0	0	0	0	0	0	0	0	22,437	0	0.0%
Animal Control Officer I		0102	25,268	6	0	0	7,529	6	0	0	6,997	6	0	0	0	0	14,525	27,689	2,421	9.6%
Animal Control Officer II		0103	35,773	1	0	0	0	0	0	0	0	0	0	0	0	0	0	35,773	0	0.0%
Aquatics & Facilities Supervisor		1040	34,047	1	0	0	0	0	0	0	0	0	0	0	0	0	0	34,047	0	0.0%
Assistant Municipal Court Dir		2329	55,607	1	0	0	0	0	0	0	0	0	0	0	0	0	0	55,607	0	0.0%
Associate Municipal Court Judge		0223	33,551	4	0	0	2,080	1	0	0	319	1	0	0	0	0	2,399	34,151	600	1.8%
Automation Technologist-Library		0229	37,631	2	0	0	1,911	1	0	0	2,854	2	0	0	0	0	4,765	40,014	2,382	6.3%
Benefits Specialist		0360	30,579	1	0	0	124	1	0	0	2,646	1	0	0	0	0	2,770	33,349	2,770	9.1%
Bldg & Construction Inspector		0204	28,062	3	0	0	10,613	2	0	0	6,358	3	0	0	0	0	16,971	33,719	5,657	20.2%
BMetro Fleet Contract Manager		9012	37,183	1	0	0	138	1	0	0	0	0	0	0	0	0	138	37,320	138	0.4%
Building & Permitting Supervisor		0291	35,409	1	0	0	134	1	0	0	3,334	1	0	0	0	0	3,468	38,877	3,468	9.8%
BUS Equipment Operator II		0507	21,524	1	0	0	0	0	0	0	0	0	0	0	0	0	0	21,524	0	0.0%
Business Development Manager		0340	43,463	1	0	0	0	0	0	0	5,563	1	0	0	0	0	5,563	49,026	5,563	12.8%
Buyer		2999	27,037	1	0	0	812	1	0	0	5,304	1	0	0	0	0	6,116	33,153	6,116	22.6%
Carpenter		0118	24,745	1	0	0	0	0	0	0	0	0	0	0	0	0	0	24,745	0	0.0%
Childrens and Young Adults Lib.		0232	44,636	2	0	0	0	0	0	0	0	0	0	0	0	0	0	44,636	0	0.0%
City Forester		0044	35,773	1	0	0	0	0	0	0	4,972	1	0	0	0	0	4,972	40,744	4,972	13.9%
City Prosecutor		1204	45,020	1	0	0	0	0	0	0	0	0	0	0	0	0	0	45,020	0	0.0%
Civil Service Secretary		0033	32,606	2	0	0	0	0	0	0	0	0	0	0	0	0	0	32,606	0	0.0%
Claim Specialist		0361	38,084	1	0	0	0	0	0	0	0	0	0	0	0	0	0	38,084	0	0.0%
Code Compliance Officer		0358	27,583	1	0	0	3,121	1	0	0	2,092	1	0	0	0	0	5,213	32,796	5,213	18.9%
Commercial Plans Examiner		0353	33,227	4	0	0	6,134	2	0	0	19,717	4	0	0	0	0	25,851	39,689	6,463	19.5%
Communication Specialist I		0609	22,671	1	0	0	1,386	1	0	0	1,109	1	0	0	0	0	2,495	25,166	2,495	11.0%
Communication Specialist II		0608	24,504	1	0	0	2,019	1	0	0	1,147	1	0	0	0	0	3,166	27,670	3,166	12.9%

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# Implementation Cost By Proposed Classification

## City of Brownsville, TX

Proposed Pay Plan Unified

95 % Of Market

Proposed	Class		Orig Avg	Adjustment Amounts and # of Employees Receiving Adjustments													Prop Avg	Avg \$ Inc	%	
	Title	Code		# EES	Flat %	#	Min	#	Mkt	#	Max	#	Step	#	Merit	#				Total Adjust
Proposed Pay Plan Unified																				
Community Center Coordinator		0051	35,773	1	0	0	3,413	1	0	0	8,252	1	0	0	0	0	11,665	47,438	11,665	32.6%
Community Service Specialist		0411	25,502	1	0	0	0	0	0	0	461	1	0	0	0	0	461	25,962	461	1.8%
Concrete Form Carpenter		2118	22,209	1	0	0	0	0	0	0	1,946	1	0	0	0	0	1,946	24,155	1,946	8.8%
Construction Worker I		0327	21,963	4	0	0	876	2	0	0	2,541	3	0	0	0	0	3,417	22,818	854	3.9%
Construction Worker II		0356	24,153	3	0	0	1,407	2	0	0	7,459	3	0	0	0	0	8,866	27,108	2,955	12.2%
Court Clerk		0370	24,922	10	0	0	16,157	5	0	0	6,752	3	0	0	0	0	22,909	27,213	2,291	9.2%
Court Collections Supervisor		0554	28,945	1	0	0	296	1	0	0	5,092	1	0	0	0	0	5,388	34,334	5,388	18.6%
Credit Union Manager		0060	51,668	1	0	0	0	0	0	0	5,661	1	0	0	0	0	5,661	57,330	5,661	11.0%
Customer Service Specialist I		0811	22,460	8	0	0	23,897	7	0	0	6,835	3	0	0	0	0	30,731	26,302	3,841	17.1%
Deputy City Attorney		2203	72,276	1	0	0	0	0	0	0	0	0	0	0	0	0	0	72,276	0	0.0%
Detention Officer		0401	28,415	14	0	0	11	4	0	0	3,443	7	0	0	0	0	3,454	28,661	247	0.9%
Digital Graphic Designer		0247	33,719	1	0	0	0	0	0	0	0	0	0	0	0	0	0	33,719	0	0.0%
Digital Print Media Specialist		0246	29,403	1	0	0	0	0	0	0	2,039	1	0	0	0	0	2,039	31,443	2,039	6.9%
Digital Production Manager		0248	41,025	1	0	0	0	0	0	0	772	1	0	0	0	0	772	41,797	772	1.9%
Downtown Manager		0343	80,626	1	0	0	0	0	0	0	0	0	0	0	0	0	0	80,626	0	0.0%
Drafting/Mapping Coordinator		0213	27,317	1	0	0	531	1	0	0	3,535	1	0	0	0	0	4,066	31,383	4,066	14.9%
Editor		0635	35,773	1	0	0	0	0	0	0	2,701	1	0	0	0	0	2,701	38,474	2,701	7.6%
Electrician Assistant		0123	20,696	1	0	0	316	1	0	0	1,317	1	0	0	0	0	1,633	22,329	1,633	7.9%
Emergency Communication Supv		0403	34,311	3	0	0	0	0	0	0	13,776	3	0	0	0	0	13,776	38,903	4,592	13.4%
Emergency Communications Op.		0402	28,540	21	0	0	0	0	0	0	10,076	15	0	0	0	0	10,076	29,020	480	1.7%
Emergency Planner I		0394	29,386	1	0	0	0	0	0	0	0	0	0	0	0	0	0	29,386	0	0.0%
EMS Office Supervisor		0017	29,104	1	0	0	1,600	1	0	0	2,697	1	0	0	0	0	4,297	33,400	4,297	14.8%
Engineer I		9033	38,298	1	0	0	2,848	1	0	0	871	1	0	0	0	0	3,718	42,016	3,718	9.7%
Engineering Constr. Inspector I		0510	30,873	2	0	0	4,181	1	0	0	1,957	2	0	0	0	0	6,138	33,941	3,069	9.9%
Engineering Construction Insp II		0512	42,334	1	0	0	0	0	0	0	314	1	0	0	0	0	314	42,648	314	0.7%
Engineering Construction Supv.		0452	47,348	1	0	0	0	0	0	0	3,348	1	0	0	0	0	3,348	50,696	3,348	7.1%
Engineering Drafting Specialist		0142	28,768	1	0	0	0	0	0	0	4,878	1	0	0	0	0	4,878	33,647	4,878	17.0%
Environmental Compliance Officer		1100	30,579	1	0	0	124	1	0	0	3,315	1	0	0	0	0	3,440	34,019	3,440	11.2%
Environmental Coord/Stormwater Mgr		9034	41,423	1	0	0	1,779	1	0	0	941	1	0	0	0	0	2,720	44,144	2,720	6.6%
EO III/ Tractor Trailer Operator		2112	20,948	1	0	0	0	0	0	0	0	0	0	0	0	0	0	20,948	0	0.0%
Equipment Operator I		0110	22,135	15	0	0	51,497	14	0	0	39,892	12	0	0	0	0	91,389	28,227	6,093	27.5%
Equipment Operator II		0111	23,821	33	0	0	107,369	29	0	0	98,672	30	0	0	0	0	206,040	30,065	6,244	26.2%
Equipment Operator III		0112	25,398	24	0	0	76,675	20	0	0	62,319	23	0	0	0	0	138,994	31,189	5,791	22.8%
Equipment Specialist/Trainer		0257	42,047	1	0	0	0	0	0	0	0	0	0	0	0	0	0	42,047	0	0.0%
Events Center Coordinator		0050	37,204	1	0	0	116	1	0	0	6,204	1	0	0	0	0	6,320	43,524	6,320	17.0%
Events Center Manager		0049	57,893	1	0	0	0	0	0	0	0	0	0	0	0	0	0	57,893	0	0.0%
Executive Assistant		0013	45,333	1	0	0	0	0	0	0	0	0	0	0	0	0	0	45,333	0	0.0%
Fiscal Clerk		0008	21,530	23	0	0	61,955	22	0	0	30,764	17	0	0	0	0	92,719	25,561	4,031	18.7%
Fiscal Technician		0553	26,360	14	0	0	14,965	7	0	0	30,463	9	0	0	0	0	45,428	29,605	3,245	12.3%

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# Implementation Cost By Proposed Classification City of Brownsville, TX

Proposed Pay Plan Unified

95 % Of Market

Proposed	Class		Orig Avg	Adjustment Amounts and # of Employees Receiving Adjustments													Prop Avg	Avg \$ Inc	%	
	Title	Code		# EES	Flat %	#	Min	#	Mkt	#	Max	#	Step	#	Merit	#				Total Adjust
Proposed Pay Plan	Unified																			
Fleet Maint. Contract Manager		1333	41,849	1	0	0	0	0	0	0	0	0	0	0	0	0	0	41,849	0	0.0%
Fleet Maintenance Specialist		0459	20,399	1	0	0	2,512	1	0	0	2,391	1	0	0	0	0	4,903	25,302	4,903	24.0%
Food & Beverage Attendant		7230	8,840	1	0	0	0	0	0	0	0	0	0	0	0	0	0	8,840	0	0.0%
Food & Beverage Attendant I		0230	10,544	9	0	0	10,161	9	0	0	4,609	7	0	0	0	0	14,770	12,185	1,641	15.6%
Food & Beverage Attendant II		0243	18,623	1	0	0	4,288	1	0	0	0	0	0	0	0	0	4,288	22,911	4,288	23.0%
Golf Course Mechanic		1105	28,272	1	0	0	0	0	0	0	606	1	0	0	0	0	606	28,878	606	2.1%
Golf Pro Shop Attendant PT		7701	9,062	3	0	0	0	0	0	0	0	0	0	0	0	0	0	9,062	0	0.0%
Golf Pro-Shop Attendant		0701	12,369	3	0	0	4,915	3	0	0	545	2	0	0	0	0	5,459	14,189	1,820	14.7%
Grant Compliance Specialist		0351	43,947	1	0	0	0	0	0	0	0	0	0	0	0	0	0	43,947	0	0.0%
Grant Program Manager		0352	37,523	1	0	0	5,680	1	0	0	1,175	1	0	0	0	0	6,854	44,377	6,854	18.3%
Grant Writer		0413	41,463	3	0	0	0	0	0	0	0	0	0	0	0	0	0	41,463	0	0.0%
Greens Division Supervisor		1447	33,074	1	0	0	0	0	0	0	3,998	1	0	0	0	0	3,998	37,072	3,998	12.1%
Health Inspector I		0207	27,130	5	0	0	17,866	5	0	0	17,328	4	0	0	0	0	35,195	34,169	7,039	25.9%
Health Inspector/Plan Reviewer		0209	37,747	1	0	0	0	0	0	0	0	0	0	0	0	0	0	37,747	0	0.0%
Health/Food Sanitation Insp. II		9017	31,880	1	0	0	358	1	0	0	5,583	1	0	0	0	0	5,941	37,822	5,941	18.6%
Help Desk Specialist		0216	30,966	1	0	0	0	0	0	0	4,321	1	0	0	0	0	4,321	35,287	4,321	14.0%
Heritage Officer		0271	47,644	1	0	0	0	0	0	0	0	0	0	0	0	0	0	47,644	0	0.0%
Housing Manager		1413A	39,830	1	0	0	0	0	0	0	0	0	0	0	0	0	0	39,830	0	0.0%
Human Resources Generalist		1324	37,183	1	0	0	2,004	1	0	0	1,272	1	0	0	0	0	3,276	40,458	3,276	8.8%
Human Resources Specialist		0005	36,711	2	0	0	0	0	0	0	1,475	1	0	0	0	0	1,475	37,448	738	2.0%
HVACR Assistant Technician		1336	22,891	1	0	0	3,632	1	0	0	3,042	1	0	0	0	0	6,674	29,565	6,674	29.2%
HVACR Technician		0336	53,115	2	0	0	0	0	0	0	0	0	0	0	0	0	0	53,115	0	0.0%
Information Technology Tech		0227	37,598	3	0	0	1,911	1	0	0	5,606	3	0	0	0	0	7,517	40,104	2,506	6.7%
Interim Airport Director		8308	70,000	1	0	0	0	0	0	0	0	0	0	0	0	0	0	70,000	0	0.0%
Interim Airport Operations Spvr		8231	34,378	1	0	0	0	0	0	0	0	0	0	0	0	0	0	34,378	0	0.0%
Interim Chief Operations Officer		8153	45,239	1	0	0	0	0	0	0	0	0	0	0	0	0	0	45,239	0	0.0%
Interim Fire Chief		3342	100,000	1	0	0	0	0	0	0	0	0	0	0	0	0	0	100,000	0	0.0%
Interim Golf & Parks Superintend		2043	43,498	1	0	0	0	0	0	0	0	0	0	0	0	0	0	43,498	0	0.0%
Interim Plann & Zoning Director		9316	70,000	1	0	0	0	0	0	0	0	0	0	0	0	0	0	70,000	0	0.0%
Interim Road Const Supervisor		4401	30,010	1	0	0	0	0	0	0	0	0	0	0	0	0	0	30,010	0	0.0%
Internal Auditor		0266	60,672	2	0	0	1,514	1	0	0	2,532	1	0	0	0	0	4,046	62,695	2,023	3.3%
Irrigation Technician		0132	23,126	1	0	0	0	0	0	0	798	1	0	0	0	0	798	23,925	798	3.5%
IT Applications Manager		8084	56,666	1	0	0	0	0	0	0	4,919	1	0	0	0	0	4,919	61,585	4,919	8.7%
IT Coordinator		0864	39,308	1	0	0	0	0	0	0	1,184	1	0	0	0	0	1,184	40,492	1,184	3.0%
Journeyman Electrician		9037	25,766	1	0	0	4,937	1	0	0	0	0	0	0	0	0	4,937	30,703	4,937	19.2%
Juvenile Case Manager		1150	37,183	1	0	0	138	1	0	0	5,148	1	0	0	0	0	5,286	42,468	5,286	14.2%
Landfill Mechanic		0053	25,502	1	0	0	1,021	1	0	0	2,463	1	0	0	0	0	3,484	28,986	3,484	13.7%
Landfill Operations Manager		4101	41,401	1	0	0	1,802	1	0	0	6,219	1	0	0	0	0	8,020	49,421	8,020	19.4%
Landfill Project Coordinator		2156	34,029	1	0	0	1,514	1	0	0	2,509	1	0	0	0	0	4,023	38,052	4,023	11.8%

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# Implementation Cost By Proposed Classification

## City of Brownsville, TX

Proposed Pay Plan Unified

95 % Of Market

Proposed	Class		Orig Avg	Adjustment Amounts and # of Employees Receiving Adjustments													Prop Avg	Avg \$ Inc	%	
	Title	Code		# EES	Flat %	#	Min	#	Mkt	#	Max	#	Step	#	Merit	#				Total Adjust
<b>Proposed Pay Plan</b>	<b>Unified</b>																			
Lead Supervisor		9038	29,362	2	0	0	0	0	0	0	0	0	0	0	0	0	0	29,362	0	0.0%
Lead Traffic Signal Technician		0576	34,082	1	0	0	0	0	0	0	5,038	1	0	0	0	0	5,038	39,119	5,038	14.8%
Library Aide		0001	14,789	28	0	0	19,302	23	0	0	21,893	17	0	0	0	0	41,195	16,260	1,471	9.9%
Library Branch Manager		4086	52,182	2	0	0	4,754	2	0	0	13,701	2	0	0	0	0	18,455	61,410	9,228	17.7%
Library Reference Specialist		0022	25,397	2	0	0	2,252	2	0	0	2,808	2	0	0	0	0	5,060	27,927	2,530	10.0%
Library System Analyst		8085	43,524	1	0	0	0	0	0	0	782	1	0	0	0	0	782	44,306	782	1.8%
Loan Servicing Specialist / CU		0664	30,579	1	0	0	124	1	0	0	4,191	1	0	0	0	0	4,316	34,895	4,316	14.1%
Magistrate Clerk		2012	33,250	1	0	0	0	0	0	0	0	0	0	0	0	0	0	33,250	0	0.0%
Maintenance Coordinator		1325	34,047	1	0	0	0	0	0	0	0	0	0	0	0	0	0	34,047	0	0.0%
Maintenance Supervisor		0326	28,580	4	0	0	2,253	3	0	0	6,761	3	0	0	0	0	9,013	30,834	2,253	7.9%
Maintenance Worker I		0108	19,148	105	0	0	175,545	95	0	0	126,333	88	0	0	0	0	301,878	22,023	2,875	15.0%
Maintenance Worker I P/T		7108	8,840	2	0	0	0	0	0	0	0	0	0	0	0	0	0	8,840	0	0.0%
Maintenance Worker II		0109	20,836	16	0	0	28,427	14	0	0	37,556	15	0	0	0	0	65,983	24,960	4,124	19.8%
Master Electrician		3115	37,123	1	0	0	0	0	0	0	1,341	1	0	0	0	0	1,341	38,463	1,341	3.6%
MPO Planner II		0557	39,830	1	0	0	0	0	0	0	0	0	0	0	0	0	0	39,830	0	0.0%
MPO Planner III		0310A	63,655	1	0	0	0	0	0	0	0	0	0	0	0	0	0	63,655	0	0.0%
Network Administrator		0214	52,316	1	0	0	0	0	0	0	0	0	0	0	0	0	0	52,316	0	0.0%
Network Specialist		0146	26,124	1	0	0	3,117	1	0	0	0	0	0	0	0	0	3,117	29,241	3,117	11.9%
Office Coordinator		0014	33,207	1	0	0	0	0	0	0	4,468	1	0	0	0	0	4,468	37,675	4,468	13.5%
Ordinance Enforcement Officer I		0555	26,960	11	0	0	25,620	7	0	0	17,726	6	0	0	0	0	43,346	30,901	3,941	14.6%
Ordinance Enforcement Officer II		0560	28,378	1	0	0	3,860	1	0	0	1,727	1	0	0	0	0	5,587	33,965	5,587	19.7%
Organizational Development Mgr.		0048	54,121	1	0	0	438	1	0	0	3,339	1	0	0	0	0	3,778	57,899	3,778	7.0%
Parking & Operations Technician		0502	19,368	1	0	0	0	0	0	0	0	0	0	0	0	0	0	19,368	0	0.0%
Parking Enforcement Officer		0501	20,913	5	0	0	5,026	4	0	0	8,232	5	0	0	0	0	13,258	23,564	2,652	12.7%
Parking Lot Cashier/Attendant		7515	8,840	1	0	0	0	0	0	0	0	0	0	0	0	0	0	8,840	0	0.0%
Parking Lot Cashier/Attendant		0515	18,575	3	0	0	7,308	3	0	0	1,683	3	0	0	0	0	8,992	21,572	2,997	16.1%
Parking Meter Technician		2120	19,975	2	0	0	0	0	0	0	0	0	0	0	0	0	0	19,975	0	0.0%
Parking Supervisor		0506	30,746	1	0	0	0	0	0	0	5,675	1	0	0	0	0	5,675	36,421	5,675	18.5%
Parks Maintenance Manager		1605	40,000	1	0	0	0	0	0	0	2,187	1	0	0	0	0	2,187	42,187	2,187	5.5%
Parks Maintenance Supervisor		0472	30,268	1	0	0	0	0	0	0	0	0	0	0	0	0	0	30,268	0	0.0%
Payroll Specialist		0438	31,667	1	0	0	0	0	0	0	3,240	1	0	0	0	0	3,240	34,907	3,240	10.2%
Payroll Technician		0439	25,963	3	0	0	2,785	2	0	0	9,213	3	0	0	0	0	11,998	29,963	3,999	15.4%
Pest Control Officer		0104	27,161	2	0	0	1,376	2	0	0	9,958	2	0	0	0	0	11,333	32,828	5,667	20.9%
Planner I		0210	33,558	2	0	0	11,256	2	0	0	684	1	0	0	0	0	11,941	39,528	5,970	17.8%
Planner II		0211	38,670	1	0	0	4,532	1	0	0	982	1	0	0	0	0	5,515	44,185	5,515	14.3%
Plans Examiner Supervisor		9022	35,409	1	0	0	134	1	0	0	3,804	1	0	0	0	0	3,938	39,347	3,938	11.1%
Plumber		0100	25,764	1	0	0	0	0	0	0	3,616	1	0	0	0	0	3,616	29,380	3,616	14.0%
Police Records Technician		0400	19,487	8	0	0	27,398	8	0	0	10,140	7	0	0	0	0	37,538	24,179	4,692	24.1%
Pool Technician		0117	23,112	2	0	0	612	1	0	0	4,222	2	0	0	0	0	4,834	25,529	2,417	10.5%

**DRAFT**

# Implementation Cost By Proposed Classification City of Brownsville, TX

Proposed Pay Plan Unified

95 % Of Market

Proposed	Class		Orig Avg	Adjustment Amounts and # of Employees Receiving Adjustments													Prop Avg	Avg \$ Inc	%	
	Title	Code		# EES	Flat %	#	Min	#	Mkt	#	Max	#	Step	#	Merit	#				Total Adjust
Production Manager		0047	47,000	1	0	0	0	0	0	0	0	0	0	0	0	0	0	47,000	0	0.0%
Project Administrator		0029	34,292	2	0	0	1,224	1	0	0	12,581	2	0	0	0	0	13,805	41,194	6,902	20.1%
Property & Evidence Clerk		0441	22,891	1	0	0	1,166	1	0	0	873	1	0	0	0	0	2,040	24,930	2,040	8.9%
Public Health Coordinator		9011	35,068	1	0	0	2,252	1	0	0	13,129	1	0	0	0	0	15,380	50,449	15,380	43.9%
Public Relations Officer		9041	50,888	1	0	0	9,263	1	0	0	1,356	1	0	0	0	0	10,620	61,508	10,620	20.9%
Public Safety Info System Manager		0410	75,795	1	0	0	0	0	0	0	0	0	0	0	0	0	0	75,795	0	0.0%
Public Safety Rec Processor Temp		8400	18,668	1	0	0	4,243	1	0	0	400	1	0	0	0	0	4,643	23,311	4,643	24.9%
Public Safety Records Supervisor		0442	27,715	1	0	0	133	1	0	0	3,247	1	0	0	0	0	3,381	31,096	3,381	12.2%
Public Works Superintendent		9019	52,385	1	0	0	0	0	0	0	5,046	1	0	0	0	0	5,046	57,430	5,046	9.6%
Public Works Supervisor		0471	37,256	5	0	0	12,806	3	0	0	23,825	5	0	0	0	0	36,630	44,582	7,326	19.7%
Puchasing & Contracting Director		0486	70,000	1	0	0	0	0	0	0	0	0	0	0	0	0	0	70,000	0	0.0%
Pump Station Mechanic		1001	24,521	1	0	0	2,002	1	0	0	2,692	1	0	0	0	0	4,694	29,215	4,694	19.1%
Purchasing Specialist		1400	36,695	1	0	0	0	0	0	0	2,056	1	0	0	0	0	2,056	38,750	2,056	5.6%
Records Management Specialist		0019	23,281	1	0	0	0	0	0	0	0	0	0	0	0	0	0	23,281	0	0.0%
Recreation & Event Coordinator		0224	30,579	2	0	0	3,319	2	0	0	8,531	2	0	0	0	0	11,850	36,504	5,925	19.4%
Recreation Attendant		0134	10,807	12	0	0	9,492	10	0	0	10,408	11	0	0	0	0	19,900	12,466	1,658	15.3%
Recreation Supervisor		0130	24,759	1	0	0	1,764	1	0	0	2,501	1	0	0	0	0	4,265	29,024	4,265	17.2%
Reference/Public Services Lib		0235	45,124	5	0	0	0	0	0	0	7,026	3	0	0	0	0	7,026	46,529	1,405	3.1%
Regulatory Compliance Specialist		9043	35,068	2	0	0	0	0	0	0	0	0	0	0	0	0	0	35,068	0	0.0%
Residential Plan Reviewer		0641	32,772	1	0	0	0	0	0	0	7,101	1	0	0	0	0	7,101	39,873	7,101	21.7%
Right of Way Acquisition Special		0546	48,430	1	0	0	0	0	0	0	186	1	0	0	0	0	186	48,616	186	0.4%
Safety/Risk Specialist		0015	45,096	1	0	0	0	0	0	0	6,054	1	0	0	0	0	6,054	51,151	6,054	13.4%
Scale Master		0853	24,770	2	0	0	3,506	2	0	0	2,956	2	0	0	0	0	6,462	28,001	3,231	13.0%
Security Guard		7505	10,071	4	0	0	0	0	0	0	0	0	0	0	0	0	0	10,071	0	0.0%
Security Guard		0505	15,507	21	0	0	29,472	21	0	0	10,003	17	0	0	0	0	39,475	17,387	1,880	12.1%
Security Supervisor		0504	24,575	1	0	0	1,948	1	0	0	667	1	0	0	0	0	2,614	27,189	2,614	10.6%
Senior Buyer		3000	36,825	1	0	0	0	0	0	0	0	0	0	0	0	0	0	36,825	0	0.0%
Senior Court Clerk		0372	27,865	1	0	0	0	0	0	0	4,293	1	0	0	0	0	4,293	32,158	4,293	15.4%
Senior Juvenile Case Manager		1152	44,779	1	0	0	0	0	0	0	0	0	0	0	0	0	0	44,779	0	0.0%
Sign Fabricator		0113	23,764	2	0	0	1,951	1	0	0	8,278	2	0	0	0	0	10,229	28,878	5,114	21.5%
Sign Technician		0114	18,909	5	0	0	20,012	5	0	0	3,530	3	0	0	0	0	23,542	23,617	4,708	24.9%
Sign Technician		1113	18,125	1	0	0	0	0	0	0	0	0	0	0	0	0	0	18,125	0	0.0%
Spec Project & Zoning Plat Admin		0338	55,072	1	0	0	0	0	0	0	0	0	0	0	0	0	0	55,072	0	0.0%
Sports Park Superintendent		SPSUP	50,000	1	0	0	0	0	0	0	0	0	0	0	0	0	0	50,000	0	0.0%
Surveyor Technician		0107	23,480	2	0	0	3,560	2	0	0	6,895	2	0	0	0	0	10,454	28,707	5,227	22.3%
Technical Service Supervisor		0226	38,903	1	0	0	0	0	0	0	8,644	1	0	0	0	0	8,644	47,547	8,644	22.2%
Traffic Control Warden		0041	9,688	5	0	0	5,866	4	0	0	1,744	4	0	0	0	0	7,610	11,210	1,522	15.7%
Traffic Signal Superintendent		0588	49,760	1	0	0	0	0	0	0	9,571	1	0	0	0	0	9,571	59,331	9,571	19.2%
Traffic Signal Technician		0206	27,473	3	0	0	9,692	3	0	0	6,479	3	0	0	0	0	16,172	32,863	5,391	19.6%

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## Implementation Cost By Proposed Classification City of Brownsville, TX

Proposed Pay Plan    Unified

95 % Of Market

Proposed	Class		Orig Avg	Adjustment Amounts and # of Employees Receiving Adjustments														Prop Avg	Avg \$ Inc	%
	Title	Code		# EES	Flat %	#	Min	#	Mkt	#	Max	#	Step	#	Merit	#	Total Adjust			
<b>Proposed Pay Plan</b>	<b>Unified</b>																			
Traffic Supervisor		0334	26,794	2	0	0	1,222	1	0	0	3,033	2	0	0	0	0	4,255	28,921	2,128	7.9%
Transit Operation Planner		0324	36,825	1	0	0	2,362	1	0	0	0	0	0	0	0	0	2,362	39,186	2,362	6.4%
Transit Operator		0503	23,576	38	0	0	119,845	31	0	0	89,894	30	0	0	0	0	209,739	29,096	5,519	23.4%
Video Technologist		0562	24,282	2	0	0	1,956	2	0	0	644	1	0	0	0	0	2,600	25,582	1,300	5.4%
Web Author		0390	34,047	1	0	0	1,496	1	0	0	0	0	0	0	0	0	1,496	35,543	1,496	4.4%
Wellness Manager		0564	35,103	1	0	0	2,218	1	0	0	0	0	0	0	0	0	2,218	37,320	2,218	6.3%
Youth Recreation Supervisor		0461	30,876	1	0	0	0	0	0	0	969	1	0	0	0	0	969	31,845	969	3.1%

**Summary for Pay Plan: Unified**

	# Job Classes	# EES	Flat %	#	Min	#	Mkt	#	Max	#	Step	#	Merit	#	Total
<b>Pay Plan Totals</b>	202	766	0	0	1,160,215	499	0	0	1,240,447	548	0	0	0	0	2,400,661

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City of Brownsville, TX Implementation Report

Proposed Pay Plan Executive

Dep't Name: Human Resources Dep't Code: 231

Unit Name: Unit Code:

Original	Class		Grade				Step	FTE	Experience		Salary	Adjustments				Compa Ratio	Position #
									Hire Date	Promotion		Flat %	Mkt	Step	% Chg		
Proposed	Title	Code	Min	Mkt	Max	#	Duty	Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name		
Human Resources Director		0321	62,119	71,437	92,868	137		1.000	04/16/2008	04/16/2008	77,250	0	0	0	18.01%	108.14%	12-0321-001
Human Resources Director		0321	86,141	90,448	113,061	630	0	260	04/16/2008	2724	91,164	8,891	5,022	0	0		
Assistant HR Director		8062	41,826	50,191	62,739	128		1.000	04/02/2013	04/02/2013	57,275	0	0	0	9.64%	114.11%	12-8062-001
Assistant HR Director		8062	61,358	67,494	84,368	624	0	260	04/02/2013	912	62,795	4,083	1,437	0	0		

Summary for

Current Payroll		<b>\$134,525</b>	# Positions	<b>2</b>
Flat 0% Adjustment	<b>\$0</b>		# Positions Adjusted (any type)	<b>2</b> # Not Adj <b>0</b>
Adjustment To Minimum	<b>\$12,974</b>		# Adjusted To Minimum	<b>2</b>
Adjustment To Market	<b>\$0</b>		# Adjusted To Market	<b>0</b>
Adjustment Toward Maximum	<b>\$6,460</b>		# Adjusted Toward Maximum	<b>2</b>
Adjustment To Step	<b>\$0</b>		# Adjusted To Step	<b>0</b>
OrgExp Adjustment	<b>\$0</b>		# OrgExp Adjustments	<b>0</b>
Stipends / Supplements	<b>\$0</b>		# Assignment	<b>0</b>
<b>Total Applied Adjustments</b>	<b>\$19,434</b>			
Proposed Payroll		<b>\$153,959</b>	% Change	<b>14.45%</b>

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City of Brownsville, TX Implementation Report

Proposed Pay Plan Executive

Dep't Name: Human Resources Dep't Code: 231

Unit Name: Unit Code:

Original	Class		Grade				Step	FTE	Experience		Salary	Adjustments				Compa Ratio	Position #
									Hire Date	Promotion		Flat %	Mkt	Step	% Chg		
Proposed	Title	Code	Min	Mkt	Max	#	Duty	Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name		

Summary for Human Resources

Current Payroll	\$134,525	# Positions	2
Flat 0% Adjustment	\$0	# Positions Adjusted (any type)	2 # Not Adj 0
Adjustment To Minimum	\$12,974	# Adjusted To Minimum	2
Adjustment To Market	\$0	# Adjusted To Market	0
Adjustment Toward Maximum	\$6,460	# Adjusted Toward Maximum	2
Adjustment To Step	\$0	# Adjusted To Step	0
OrgExp Adjustment	\$0	# OrgExp Adjustments	0
Stipends / Supplements	\$0	# Assignment	0
Total Applied Adjustments	\$19,434		
Proposed Payroll	\$153,959	% Change	14.45%

City of Brownsville, TX Implementation Report

**DRAFT**

Summary for City of Brownsville, TX

Current Payroll	\$20,615,742	# Positions	747
Flat 0% Adjustment	\$0	# Positions Adjusted (any type)	677 # Not Adj 70
Adjustment To Minimum	\$1,241,465	# Adjusted To Minimum	517
Adjustment Toward Mkt	\$0	# Adjusted Toward Market	0
Adjustment Toward Maximum	\$1,472,251	# Adjusted Toward Maximum	574
Adjustment To Step	\$0	# Adjusted To Step	0
OrgExp Adjustment	\$0	# OrgExp Adjustments	0
Stipends / Supplements	\$0	# Assignment	0
Total Applied Adjustments	\$2,713,716		
Proposed Payroll	\$23,329,459	% Change in Total Payroll	13.16%
FICA Rate: 0			
Proposed Payroll plus FICA	\$23,329,459		

**Client Name**  
**Administrative Assistant I**

**CLIENT LOGO**

**Class Title: Administrative Assistant I**  
**Class Code: A01**

**Revised: 7/27/2015**

### **General Description**

The purpose of this class within the organization is to perform a variety of administrative and clerical support tasks that include word processing, public contact, and related activities in support of the specific department assignment.

This class works under close supervision according to set procedures.

### **Duties and Responsibilities**

**The functions listed below are those that represent the majority of the time spent working in this class. Management may assign additional functions related to the type of work of the class as necessary.**

#### **Essential Functions:**

Serves as initial contact for employees and the public that visit the Administrative Services office; assists with recruitment, pre-employment and risk management questions.

Administers the Workers Compensation Program by providing follow-up paperwork for claims to carrier, obtaining authorization, verifying workers compensation appointments for Specialist referrals when needed, and maintaining the panel of physicians.

Composes correspondence and memoranda, reports, forms, and other general and technical materials; processes a variety of documents and reports associated with departmental operations, distributes documents and maintains records as appropriate.

Administers the employee benefit programs; responds to inquiries from employees and the public.

Maintains office and personnel records, files, and data according to applicable rules and regulations, and prepares reports on same; updates personnel policy manual and processes; maintains retirement records, applications, and proclamations.

**This Job Description does not constitute an employment agreement between the Client Name and an employee and is subject to change by the Client Name as its needs and requirements of the job change.**



**Additional Duties:**

Assists employees with health insurance payment and coverage issues; facilitates verification of employment; assists employees with drafting various memoranda, filling out forms and applications.

Provides telephone coverage.

Assists candidates and current employees in the use of the online application, onboarding and performance evaluation systems.

Performs related work as assigned.

**Responsibilities, Requirements and Impacts**

**Data Responsibility:**

*Data Responsibility refers to information, knowledge, and conceptions obtained by observation, investigation, interpretation, visualization, and mental creation. Data are intangible and include numbers, words, symbols, ideas, concepts, and oral verbalizations.*

Collects, classifies or formats data or information in accordance with a prescribed schema or plan to facilitate the identification and extraction of useful information.

**People Responsibility:**

*People include co-workers, workers in other areas or agencies and the general public.*

Provides information, guidance or assistance to people that directly facilitate task accomplishment; gives instructions or assignments to helpers or assistants.

**Asset Responsibility:**

*Assets responsibility refers to the responsibility for achieving economies or preventing loss within the organization.*

Requires responsibility and opportunity for achieving moderate economies and/or preventing moderate losses through the management of a small division; handles supplies of high value or moderate amounts of money consistent with the operation of a small division.

**Mathematical Requirements:**

*Mathematics requires the use of symbols, numbers and formulas to solve mathematical problems.*

Uses basic algebra involving variables and formulas and/or basic geometry involving plane and solid figures, circumferences, areas and volumes and/or compute discounts and interest rates.

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**Client Name**  
**Administrative Assistant I**  
**Communications Requirements:**

**CLIENT LOGO**

*Communications involves the ability to read, write, and speak.*

Reads journals, manuals and professional publications; speaks informally to groups of co-workers, staff in other organizational agencies, general public, people in other organizations and presents training; composes original reports, training and other written materials, using proper language, punctuation, grammar and style.

**Judgment Requirements:**

*Judgment requirements refer to the frequency and complexity of judgments and decisions given the stability of the work environments, the nature and type of guidance, and the breadth of impact of the judgments and decisions.*

Responsible for the actions of others, requiring development of procedures and constant decisions affecting subordinate workers, crime victims, patients, customers, clients or others in the general public; works in a very fluid environment with guidelines, but significant variation.

**Complexity of Work:**

*Complexity addresses the analysis, initiative, ingenuity, concentration and creativity, required by the job and the presence of any unusual pressures present in the job.*

Performs coordinating work involving guidelines and rules, with constant problem solving; requires continuous, close attention for accurate results or frequent exposure to unusual pressures.

**Impact of Errors:**

*Impact of errors refers to consequences such as damage to equipment and property, loss of data, exposure of the organization to legal liability, and injury or death for individuals.*

The impact of errors is moderately serious – affects work unit and may affect other units or citizens.

**Physical Demands:**

*Physical demands refer to the requirements for physical exertion and coordination of limb and body movement.*

Performs sedentary work that involves walking or standing some of the time, involves exerting up to 10 pounds of force on a regular and recurring basis, or sustained keyboard operations.

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**Equipment Usage:**

*Equipment usage involves responsibility for materials, machines, tools, equipment, work aids, and products.*

Handles or uses machines, tools, equipment or work aids involving moderate latitude for judgment regarding attainment of a standard or in selecting appropriate items.

**Unavoidable Hazards:**

*Unavoidable hazards refer to the job conditions that may lead to injury or health hazards even though precautions have been taken.*

Involves routine and frequent exposure to bright/dim light; dusts and pollen.

**Safety of Others:**

*Safety of others refers to the level of responsibility for the safety of others, either inherent in the job or to ensure the safety of the general public. (Does not include safety of subordinates).*

Requires some responsibility for safety and health of others.

**Minimum Education and Experience Requirements:**

Requires High School graduation or GED equivalent supplemented by specialized courses/training equivalent to completion of one year of college in Business, Office Support, or closely related area.

Requires one year full time secretarial, office support or closely related experience.

**Special Certifications and Licenses:**

None.

**Americans with Disabilities Act Compliance**

The CLIENT NAME is an Equal Opportunity Employer. ADA requires the CLIENT NAME to provide reasonable accommodations to qualified persons with disabilities. Prospective and current employees are encouraged to discuss ADA accommodations with management.



**AGREEMENT TO PROVIDE  
PROFESSIONAL MANAGEMENT CONSULTING SERVICES**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_ 2016 (“effective date”) by and between **Management Advisory Group International, Inc.** (hereinafter called the "Consultant") and \_\_\_\_\_, \_\_ (hereinafter called the "Client") (together referred to as the “parties”).

**WITNESSETH:**

**WHEREAS**, the Client is interested in obtaining professional human resource and management consulting services to assist in developing plans and programs that conform to Federal, State, and local requirements and that will be approved by their representatives; and

**WHEREAS**, the Consultant is staffed with personnel knowledgeable and experienced in the development of human resource and management systems.

**NOW, THEREFORE**, for and in consideration of the services hereinafter contained, the parties hereby agree as follows:

1. **Employment of Consultant.** The Client agrees to engage the Consultant and the Consultant hereby agrees to perform the services described in the "Scope of Services" listed below.
  
2. **Scope of Services.** The Consultant shall do, perform and carry out in a good and professional manner human resource and management consulting services as may be requested by the Client, and included by reference herein is the Consultant’s Proposal to the Client dated \_\_\_\_\_ which details the proposed study timeline, work plan, and deliverables. (Exhibit “A”)
  
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence so as to ensure their expeditious completion and best carry out the purposes of the agreement. The project will commence within ten (10) days of notification to proceed and will be completed within a \_\_\_\_-day time period or as agreed to by the Consultant and the Client. It is expected that the time period will be approximately \_\_\_\_ ( ) months.
  
4. **Method of Payment.** Total cost of the proposed scope of services is \$\_\_\_\_\_. Ten percent (10%) of the total agreement amount shall be held back by Client - payable to Consultant upon successful completion of the services. Twenty percent (20%) of the total agreement amount will be paid to Consultant within (7) days from the effective date of this agreement and upon Consultant providing Client an invoice for said amount. Additional

payments shall be due and payable in accordance with monthly invoices based upon work performed toward delivery of final reports and products as described herein.

5. **Changes and Additional Services.** The Client may, from time to time, require changes in the "Scope of Services" of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the Client and the Consultant, shall be incorporated in written amendment to this agreement. The written amendment shall identify whether said change(s) alter the total agreement amount. For services not included in the "Scope of Services", a rate of \$200 per professional hour expended and \$55 per clerical hour expended, plus expenses will be charged. Any expenses for work done beyond the scope of services anticipated under this agreement will be approved prior to undertaking.

6. **Services and Materials to be Furnished by the Client.** The Client shall furnish the Consultant with all available necessary information pertinent to the execution of this agreement. The Client shall cooperate with the Consultant in scheduling and carrying out the work herein.

7. **Rights to Terminate Agreement.** The terms of this agreement shall be in effect through and including \_\_\_\_\_. Either party shall have the right to terminate this agreement with or without cause, by giving written notice to the other party of such termination at least thirty (30) days before the effective date of such termination. Consultant shall be entitled to compensation for services rendered and expenses incurred through the effective date of termination.

8. **Indemnification.** Subject to Section 10, Limitation of Liability, set forth herein, Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless Client for any amounts (including reasonable attorney's fees) for which the Client shall become legally obligated to pay as damages for negligent acts, errors and/or omissions of the Consultant arising out of the Consultant's performance under this agreement.

9. **Limitation of Liability.** The Client agrees that the Consultant's total aggregate of liability hereunder (whether contractual, statutory, tortious or otherwise) for damages on any one or more or all claims (regardless of the number of different or other claims, claimants or occurrences) shall not exceed the total of professional fees actually paid under this agreement. The Client further agrees that the Consultant shall not be liable to the Client for any indirect, incidental, special or consequential damages, any lost profits or any claim or demand against the Client by any other party, arising out of or in connection with the performance of services hereunder.

10. **Information and Reports.** The Consultant shall, at such time and in such form as the Client may require, furnish such periodic reports concerning the status of the project as may be requested by the Client. The Consultant shall furnish the Client, upon request, with copies of all documents and other materials prepared or developed in relation with or as a part of the services herein.

11. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this agreement.

12. **Completeness of Agreement.** This agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all of the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this agreement or any part thereof shall have any validity or bind any of the parties hereto.

13. **Personnel.** The Consultant represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the Client. All of the personnel engaged in the services herein shall be fully qualified to perform such services.

14. **Signatures.** The Parties, may execute this agreement in counterparts. Each executed counterpart shall be deemed an original and all of them, together, shall constitute one and the same agreement.

15. **Notices.** Any notices, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the address noted below.

As to Client:	As to Consultant:  Management Advisory Group International, Inc. 13580 Group Drive, Suite 200 Woodbridge, Virginia 22192 (703) 590-7250
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**[Signature page and exhibits to follow]**