

# AGENDA

## CITY OF PEARLAND ♦ CITY COUNCIL

January 9, 2012      7:30 p.m.

**MAYOR**  
**Tom Reid**

**Ed Thompson**  
**Mayor Pro-Tem**  
**Position No. 5**

### COUNCIL MEMBERS

**Woody Owens**  
**Position No. 1**

**Scott Sherman**  
**Position No. 2**



**Susan Sherrouse**  
**Position No. 3**

**Felicia Harris**  
**Position No. 4**

**Jon R. Branson**  
**Assistant City Manager**

**Mike Hodge**  
**Assistant City Manager**

**Bill Eisen**  
**City Manager**

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

**Young Lorfing**  
**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.

**AGENDA – REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, TO BE HELD ON MONDAY, JANUARY 9, 2012, AT 7:30 P.M., IN THE PUBLIC SAFETY BUILDING, 2555 CULLEN PARKWAY, SECOND FLOOR TRAINING ROOM NUMBER ONE, PEARLAND, TEXAS.**

- I. CALL TO ORDER**
- II. INVOCATION AND THE PLEDGE OF ALLEGIANCE**
- III. MAYOR'S ACTIVITY REPORT**
  - 1. Events attended and upcoming events.
  - 2. Proclamation proclaiming January, 2012 as "Operations Paperback Month."
  - 3. Proclamation proclaiming January 14, 2012 as "Arbor Day."
- IV. COUNCIL ACTIVITY REPORTS**
  - 1. Events attended and upcoming events.
- V. CITY MANAGER'S REPORT**
  - 1. Events attended and upcoming events.
- VI. CITIZENS**
- VII. DOCKETED PUBLIC HEARING:**
- VIII. 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 (*IX. 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 December 12, 2011, Regular Meeting held at 7:00 PM.
  - 2. Minutes of the December 12, 2011, Regular Meeting held at 7:30 P.M.

- B. CONSIDERATION AND POSSIBLE ACTION – REGARDING THE REAPPOINTMENT OF DAVID A.K. SMITH TO POSITION NO. 4, TO SERVE ON THE ZONING BOARD OF ADJUSTMENTS FOR A 2-YEAR TERM EXPIRING NOVEMBER 1, 2013. *Mayor Tom Reid.***
- C. CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2012-1 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AWARDED A UNIT SUPPLY BID FOR AMMUNITION. *Mr. Bill Eisen, City Manager.***
- D. CONSIDERATION AND POSSIBLE ACTION – REGARDING THE APPOINTMENTS OF TERRY W. SMITH TO POSITION NO. 5 AND WILLIAM T. TRBULA TO POSITION NO. 6 TO SERVE ON THE PARKS RECREATION AND BEAUTIFICATION BOARD FOR A 3 – YEAR TERM EXPIRING NOVEMBER 1, 2014. *Mayor Tom Reid.***

**IX. MATTERS REMOVED FROM CONSENT AGENDA**

**X. NEW BUSINESS**

- 1. CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2012-8 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ENTER INTO A DESTINATION MARKETING AGREEMENT WITH THE PEARLAND CHAMBER OF COMMERCE; AUTHORIZING A METHOD OF SELECTION OF AN EMPLOYEE TO OVERSEE THE DESTINATION MARKETING PROGRAM; AND PROVIDING GUIDANCE ON THE CREATION OF A BOARD TO MANAGE OR PROVIDE RECOMMENDATIONS REGARDING THE PROGRAMS AND ACTIVITIES OF THE CITY'S HOTEL OCCUPANCY TAX FUND. *Mr. Bill Eisen, City Manager.***
- 2. CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2012-7 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, APPROVING A BOND ORDER OF BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 6 AUTHORIZING THE ISSUANCE OF APPROXIMATELY \$4,000,000 UNLIMITED TAX REFUNDING BONDS, SERIES 2012. *Mr. Darrin Coker, City Attorney.***

3. **CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2012-4** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AWARDED A BID FOR CONSTRUCTION SERVICES ASSOCIATED WITH THE STATE HIGHWAY 35 MITIGATION POND PROJECT.  
*Mr. Bill Eisen, City Manager.*
4. **CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2011-160** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ENTER INTO AN ELECTION SERVICES AGREEMENT WITH BRAZORIA COUNTY. *Mr. Bill Eisen, City Manager.*
5. **CONSIDERATION AND POSSIBLE ACTION – RESOLUTION No. R2012-2** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AUTHORIZING A CONTRACT FOR MASS NOTIFICATION SERVICES.  
*Mr. Bill Eisen, City Manager.*
6. **CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2012-9** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AWARDED A BID FOR THE PURCHASE OF PVC PIPE. *Mr. Bill Eisen, City Manager.*

**OTHER BUSINESS: NONE.**

## **XI. 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.

# Mayor's Report

Proclamation proclaiming January, 2012 as "Operations Paperback Month."

Proclamation proclaiming January 14, 2012 as "Arbor Day."

# Proclamation

## Office of THE MAYOR CITY OF PEARLAND

*Whereas, Our military personnel make sacrifices every day for our country and it is important that we demonstrate and show our appreciation for their many contributions to our nation; and*

*Whereas, The Operation Paperback idea began when paperback books were sent to military personnel stationed in Kuwait and Saudi Arabia during Desert Storm to help provide a much needed option for a lack of available leisure and recreational facilities; and*

*Whereas, Operation Paperback is a national organization providing gently-used paperback books to American troops deployed overseas, to military and veterans hospitals, and USO centers at US airport transit points as a way of saying thank you; and*

*Whereas, Donation of gently-used paperback books to Operation Paperback is a sustainable, green practice that re-uses those books that may have been read and remain unused on shelves or end up in landfills.*

*Now Therefore I, Tom Reid, By The Power Vested In Me As The Mayor Of The City Of Pearland, Texas, Do Hereby Proclaim The Month Of January, 2012 As*

### **OPERATION PAPERBACK MONTH**

*In Pearland and I ask all citizens both near and far to join with me as we recognize and appreciate the contributions of our military personnel by providing paperback books for leisure opportunities letting our troops know that we support them and have not forgotten their service to our nation.*



*Given Under My Hand And Seal Of Office This  
9th Day Of January 2012.*

*Tom Reid*  
\_\_\_\_\_  
Mayor, The City Of Pearland

# Proclamation

## Office of THE MAYOR CITY OF PEARLAND

*Whereas, In 1872, J. Sterling Morton Proposed To The Nebraska Board Of Agriculture That A Special Day Be Set Aside For The Planting Of Trees; And*

*Whereas, Arbor Day, Was First Observed With The Planting Of More Than A Million Trees In Nebraska; And*

*Whereas, Arbor Day Is Now Observed Throughout The Nation And The World; And*

*Whereas, Trees Can Reduce The Erosion Of Our Precious Topsoil By Wind And Water, Lower Our Heating And Cooling Costs, Moderate The Temperature, Clean The Air, Produce Oxygen And Provide Habitat For Wildlife; And*

*Whereas, Trees Are A Renewable Resource Giving Us Paper, Wood For Our Homes, Fuel For Our Fires And Countless Other Wood Products And Can Increase Property Values, Enhance Economic Vitality of Business Areas And Beautify Our Community And Are A Source Of Joy And Spiritual Renewal.*

*Now, Therefore, I, Tom Reid, By The Power Vested In Me As The Mayor Of The City Of Pearland, Texas, Do Hereby Proclaim January 14, 2012 As*

### **ARBOR DAY**

*In Pearland And I Ask All Citizens Both Near And Far To Join With Me To Celebrate Arbor Day And To Support Efforts To Protect Our Trees and Woodlands And I Urge Citizens To Plant And Care For Trees To Gladden The Heart And Promote The Well-Being Of This And Future Generations.*

*Given Under My Hand And Seal Of Office This 14th  
Day of January, 2012.*



*Tom Reid*  
\_\_\_\_\_  
Mayor, The City Of Pearland

# Consent Agenda Item A

**A. CONSIDERATION AND POSSIBLE ACTION – APPROVAL OF MINUTES:**

1. Minutes of the December 12, 2011, Regular Meeting held at 7:00 PM.
2. Minutes of the December 12, 2011, Regular Meeting held at 7:30 P.M.

**MINUTES OF A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, HELD ON MONDAY, DECEMBER 12, 2011, AT 7:00 P.M., IN THE COUNCIL CHAMBERS, CITY HALL, 3519 LIBERTY DRIVE, PEARLAND, TEXAS.**

Mayor Reid called the meeting to order at 7:12 p.m. with the following present:

Mayor	Tom Reid
Mayor Pro-Tem	Ed Thompson
Councilmember	Woody Owens
Councilmember	Scott Sherman
Councilmember	Susan Sherrouse
Councilmember	Felicia Harris
City Manager	Bill Eisen
Deputy City Attorney	Nghiem Doan
City Secretary	Young Lorfing

Others in attendance: Jon Branson Assistant City Manager; Matt Buchanan President of Economic Development Corporation; Vance Riley Fire Chief; J.C. Doyle Police Chief; Trent Epperson Project Director; Bonita J. Hall Director of Human Resources and Safety Management; Mike Hodge Assistant City Manager; Claire Bogard Finance Director; Michelle Smith Director of Parks and Recreation; Daniel Baum EMS Operations Director.

The invocation was given by Tony Carbone and the Pledge of Allegiance was led by Police Chief J.C. Doyle.

**MAYOR'S ACTIVITY REPORT**

Mayor Reid reported November 28, he joined Fire Marshal Roland Garcia for the Texas Commission for Environmental Quality Report of Industrial Flares and attended the Retirement Reception for Teresa Battenfield; November 30, spoke at the Hospice Care Tree Lighting Ceremony at Crowder Funeral Home; December 1, joined President of Economic Development Corporation Matt Buchanan at the Greater Houston Partnership Elected Officials Reception; December 2, spoke at the St. Carmel Christmas Luncheon and the City of Pearland Tree Lighting Ceremony; December 3, rode in the City of Pearland Christmas Parade; December 5, attended the Agenda Meeting and the City Council Workshops and Special Meeting; December 6, attended the Adopt-a-Grandparent at the Colonnades with the Mary Kay Association, the Pearland Chamber of Commerce and Pearland Neighborhood Center Soup Kitchen Event, and spoke at the First Annual Crime Victim's Tree Lighting Ceremony at the Public Safety Building; December 7, spoke at the VFW for Pearl Harbor Day, attended the Pearland Chamber of Commerce Open House, and joined President of Economic Development Corporation Matt Buchanan at the University of Houston-Clear Lake Christmas

Reception; December 8, attended the Pearland Economic Development Corporation Board of Directors Meeting; December 9, attended the Pearland Chamber of Commerce Business Before Breakfast Meeting; December 10, attended the Trinity Oaks Christmas Reception; December 12, attended the Pearland District Education Improvement Committee Meeting.

Councilmember Harris stated she is running for Congress in Congressional District No. 14, which is currently held by Congressman Ron Paul who is retiring.

Mayor Pro-Tem Thompson stated he is running for State Representative in Texas House District 29.

Kevin Cole stated he is running for City Council Position No. 5.

Greg Hill stated he is running for City Council Position No. 5.

Mayor Reid, City Council, Bill Eisen, City Manager, and the Mentors, Jon Branson, Assistant City Manager, Mike Hodge, Assistant City Manager, Bonita Hall, Human Resource Director and Safety Management, Trent Epperson Projects Director, J.C. Doyle, Police Chief, Michelle Smith Director of Parks and Recreation, Jennifer Phan on behalf of Danny Cameron, Public Works Director, presented the graduates of the Succession Plan Program with Certificates of Graduation.

## **COUNCIL ACTIVITY REPORTS**

Councilmember Owens passed on giving a report.

Councilmember Sherman congratulated the Manvel Maverick Football Team who will be heading to the States Competition and wished everyone a happy holiday.

Mayor Pro-Tem Thompson was absent from the Council Chambers at the time reports were given.

Councilmember Harris stated she attended many events, but wanted to highlight the Pearland Chamber of Commerce Christmas Event which was a wonderful and well attended.

Councilmember Sherrouse stated she attended the Pearland Christmas Tree Lighting and Christmas Parade and thanked the departments for their hard work on the events.

## **CITY MANAGER'S REPORT**

City Manager Bill Eisen introduced Director of Emergency Medical Services Daniel Baum.

**CITIZENS:** None

**DOCKETED PUBLIC HEARING:** None

**CONSENT AGENDA:**

- A. CONSIDERATION AND POSSIBLE ACTION – APPROVAL OF MINUTES:**
1. Minutes of the November 7, 2011, Special Meeting held at 7:30 p.m.
  2. Minutes of the November 14, 2011, Regular Meeting held at 7:30 p.m.
  3. Minutes of the November 28, 2011, Regular Meeting held at 7:30 p.m.
- B. CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2011-155 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PARTICIPATE IN THE STATE OF TEXAS PURCHASING CONTRACT FOR THE PURCHASE OF COMPUTERS. *Mr. Bill Eisen, City Manager.***
- C. CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2011-161 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AWARDED A BID FOR PURCHASE OF FLEET VEHICLES. *Mr. Bill Eisen, City Manager.***

Councilmember Harris asked that Consent Agenda Items B and C be removed from the Consent Agenda for further discussion.

Councilmember Owens made the motion, seconded by Councilmember Sherman, to adopt Consent Agenda Items A through C with the exception of items B and C, as presented on the Consent Agenda.

Voting “Aye” Councilmembers Owens, Sherman, Harris and Sherrouse.

Voting “No” None.

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

**MATTERS REMOVED FROM CONSENT AGENDA**

As requested by Councilmember Harris Consent Agenda Item B was removed for further discussion.

**B. CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2011-155** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PARTICIPATE IN THE STATE OF TEXAS PURCHASING CONTRACT FOR THE PURCHASE OF COMPUTERS. *Mr. Bill Eisen, City Manager.*

Councilmember Owens made the motion, seconded by Councilmember Harris, to approve Resolution No. R2011-155.

City Manager Bill Eisen stated this item is a request to replace computers in various departments throughout the City.

Councilmember Harris stated she removed these two items from the Consent Agenda because the amount budgeted for each is less than the expenditure required.

City Manager Bill Eisen stated the expenditure required for this item is \$2,300 more than budgeted because the budget is developed based on estimated costs.

Information Technology Manager John Knight stated the amount of the item is also more than the budgeted amount of carry-over items from the previous year. The item will not be over budget once the funds from the previous year are applied to the current budget.

Voting “Aye” Councilmembers Owens, Sherman, Harris, and Sherrouse.

Voting “No” None.

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

As requested by Councilmember Harris Consent Agenda Item C was removed for further discussion.

**C. CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2011-161** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AWARDED A BID FOR PURCHASE OF FLEET VEHICLES. *Mr. Bill Eisen, City Manager.*

Councilmember Harris made the motion, seconded by Councilmember Sherman, to approve Resolution No. R2011-158.

City Manager Bill Eisen stated is for replacement and new vehicles for City departments. The item is over the budgeted amount because of the decision to purchase a vehicle for the new Director of Emergency Medical Services instead of

providing a car allowance.

Councilmember Harris stated she wanted to clarify that this vehicle is for business use only and will not be used for personal purposes.

Discussion ensued between Council, City Manager Bill Eisen, and Director of Finance Claire Bogard regarding the Resolution.

Mayor Pro-Tem Thompson entered the Council Chambers and joined the meeting at 7:35 p.m.

Voting "Aye" Councilmembers Sherrouse, Harris, Thompson, Sherman, and Owens.

Voting "No" None.

Motion Passed 5 to 0.

## **NEW BUSINESS**

**COUNCIL ACTION – RESOLUTION NO. R2011-158 – A RESOLUTION AND ORDER OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE SPECIAL ELECTION HELD IN THE CITY OF PEARLAND, TEXAS, ON DECEMBER 3, 2011.**

*Mr. Bill Eisen, City Manager.*

Councilmember Sherman made the motion, seconded by Councilmember Owens, to approve Resolution No. R2011-158.

Councilmember Sherman read the following into record:

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

### **SECTION I.**

That the special election described was duly called and notice thereof given in accordance with law; that said election was held in the manner required by law; that due returns of said election have been made by the proper officer; and it appeared from said returns, duly and legally made, that there were cast at such election 1,319 valid and legal votes; and that said election resulted in the following vote totals:

**FOR MEMBER OF THE COUNCIL, POSITION NUMBER FIVE (5)**

NAME OF CANDIDATE	NUMBER OF VOTES RECEIVED	PERCENTAGE
Gary W. Bucek	178	13.54%
Kevin Cole	511	38.86%
Greg Hill	626	47.60 %

Voting "Aye" Councilmembers Sherrouse, Harris, Thompson, Sherman, and Owens.

Voting "No" None.

Motion Passed 5 to 0.

**COUNCIL ACTION – RESOLUTION NO. R2011-159** – A RESOLUTION AND ORDER OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, ORDERING THE HOLDING OF A SPECIAL RUNOFF ELECTION TO BE HELD ON SATURDAY, JANUARY 14, 2012, FOR THE PURPOSE OF ELECTING A COUNCILMEMBER TO POSITION NO. FIVE (5) OF THE CITY OF PEARLAND CITY COUNCIL. *Mr. Bill Eisen, City Manager.*

Mayor Pro-Tem Thompson made the motion, seconded by Councilmember Sherman, to approve Resolution No. R2011-159.

City Manager Bill Eisen stated this Resolution calls the Runoff Election set for January 14, 2012 for Council Position No. 5.

Voting "Aye" Councilmembers Owens, Sherman, Thompson, Harris, and Sherrouse.

Voting "No" None.

Motion Passed 5 to 0.

**COUNCIL ACTION – RESOLUTION NO. R2011-154** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, ACCEPTING THE CITY'S INVESTMENT REPORT FOR THE QUARTER ENDING SEPTEMBER 2011. *Mr. Bill Eisen, City Manager.*

Councilmember Harris made the motion, seconded by Councilmember Owens, to approve Resolution No. R2011-154.

City Manager Bill Eisen stated this item is the Quarterly Investment Report the City Council is required by law to review and approve.

Voting "Aye" Councilmembers Sherrouse, Harris, Thompson, Sherman, and Owens.

Voting "No" None.

Motion Passed 5 to 0.

**COUNCIL ACTION – RESOLUTION NO. R2011-153** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AWARDED A BID FOR THE PURCHASE AND INSTALLATION OF A FIRE ALERT SYSTEM. *Mr. Bill Eisen, City Manager.*

Councilmember Sherrouse made the motion, seconded by Councilmember Sherman, to approve Resolution No. R2011-153.

City Manager Bill Eisen stated this item is the proposed purchase of a new alert system for the fire alert system. The system will notify specific individuals for emergency calls and will only notify those who need to respond.

Voting "Aye" Councilmembers Owens, Sherman, Thompson, Harris, and Sherrouse.

Voting "No" None.

Motion Passed 5 to 0.

**COUNCIL ACTION – RESOLUTION NO. R2011-157** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AUTHORIZING PARTICIPATION IN A JOINT GRANT APPLICATION TO THE TEXAS WATER DEVELOPMENT BOARD. *Mr. Mike Hodge, Assistant City Manager.*

Councilmember Owens made the motion, seconded by Councilmember Harris, to approve Resolution No. R2011-157.

City Manager Bill Eisen stated the Texas Water Development Board has a grant program available that provides funding for water planning for multiple agencies throughout the State of Texas. The Brazosport Water Authority (BWA) and Brazoria County are preparing an application for a county-wide regional water facility study.

Brazoria County has requested participation from several cities within the county, including Pearland. The study would evaluate and determine the most feasible infrastructure alternatives for satisfying the needs of regional water treatment in Brazoria County.

Discussion ensued between Council and City Manager Bill Eisen regarding the Resolution.

Voting "Aye" Councilmembers Owens, Sherman, Thompson, Harris, and Sherrouse.

Voting "No" None.

Motion Passed 5 to 0.

**ADJOURNMENT**

Meeting was adjourned at 7:56 p.m.

Minutes approved as submitted and/or corrected this the \_\_\_\_ day of \_\_\_\_\_, A.D., 2012.

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Tom Reid  
Mayor

ATTEST:

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Young Lorfing, TRMC  
City Secretary

**MINUTES OF A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, HELD ON MONDAY, DECEMBER 12, 2011, AT 7:30 P.M., IN THE COUNCIL CHAMBERS, CITY HALL, 3519 LIBERTY DRIVE, PEARLAND, TEXAS.**

Mayor Reid called the meeting to order at 9:55 p.m. with the following present:

Mayor	Tom Reid
Mayor Pro-Tem	Ed Thompson
Councilmember	Woody Owens
Councilmember	Scott Sherman
Councilmember	Susan Sherrouse
Councilmember	Felicia Harris
City Manager	Bill Eisen
City Attorney	Darrin Coker
City Secretary	Young Lorfing

Others in attendance: Jon Branson Assistant City Manager; Matt Buchanan President of Economic Development Corporation; Vance Riley Fire Chief; J.C. Doyle Police Chief; Trent Epperson Project Director; Bonita J. Hall Director of Human Resources and Safety Management; Mike Hodge Assistant City Manager; Claire Bogard Finance Director; Michelle Smith Director of Parks and Recreation; Daniel Baum EMS Operations Director.

**MAYOR'S ACTIVITY REPORT:** None

**COUNCIL ACTIVITY REPORTS:** None

**CITY MANAGER'S REPORT:** None

**CITIZENS:** None

**DOCKETED PUBLIC HEARING:** None

**CONSENT AGENDA:**

**MATTERS REMOVED FROM CONSENT AGENDA**

**NEW BUSINESS**

**COUNCIL ACTION – RESOLUTION NO. R2011-152 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AUTHORIZING A CONTRACT FOR ENGINEERING SERVICES ASSOCIATED WITH COWART'S CREEK PUMP STATION. *Mr. Trent Epperson, Project Director.***

Councilmember Sherman made the motion, seconded by Councilmember Owens, to approve Resolution No. R2011-152.

City Manager Bill Eisen stated the City awarded a contract to the engineering firm JKC Engineering associated with the Cowart's Creek Pump Station Project. The firm has informed the City that they will cease to be in operation and the contract was cancelled. This item is the award of a new contract to Montgomery & Barnes, Inc. in the amount of \$75,500.

Voting "Aye" Councilmembers Owens, Sherman, Thompson, Harris, and Sherrouse.

Voting "No" None.

Motion Passed 5 to 0.

**COUNCIL ACTION – RESOLUTION NO. R2011-156 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, CONVEYING AN EASEMENT FOR CERTAIN UTILITIES.** *Mr. Darrin Coker, City Attorney.*

Mayor Pro-Tem Thompson made the motion, seconded by Councilmember Owens, to approve Resolution No. R2011-156, as amended.

Deputy City Attorney Nghiem Doan stated DCP Sand Hills Pipeline, LLC, is in the process of locating and construction a common carrier natural gas liquids pipeline across a City owned tract. The 1.17 acre tract was purchased for the Cowarts Creek Diversion Project. The original channel alignment was designed to continue south to CR 100. Due to design revisions, the channel alignment shifted to follow along Centerpoint Energy's northern easement boundary. DCP is seeking to acquire certain permanent easement rights and have made an offer of \$4,200.

Discussion ensued between Council, City Manager Bill Eisen, Deputy City Attorney Nghiem Doan, and Project Director Trent Epperson regarding the Resolution.

Mayor Pro-Tem Thompson made the motion, seconded by Councilmember Owens, to amend Resolution No. R2011-151 to add language to the easement document to state that the City has the power to require the Grantee to move its pipeline at Grantee's sole expense to accommodate any expansion or improvement that the City might make in the future to County Road 100.

Voting "Aye" Councilmembers Owens, Sherman, Thompson, Harris, and Sherrouse.

Voting "No" None.

Motion Passed 5 to 0.

Mayor Reid called for a vote on the original motion as amended

Voting "Aye" Councilmembers Sherrouse, Harris, Thompson, Sherman, and Owens.

Voting "No" None.

Motion Passed 5 to 0.

**COUNCIL ACTION – RESOLUTION NO. R2011-151 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AWARDED A BID FOR GROUNDS MAINTENANCE SERVICES. *Mr. Bill Eisen, City Manager.***

Councilmember Harris made the motion, seconded by Mayor Pro-Tem Thompson, to approve Resolution No. R2011-151, as amended.

City Manager Bill Eisen stated this item is a recommendation to award a bid for right-of-way mowing on various locations throughout the City to Landscape Images of Texas, Inc.

Councilmember Harris asked for clarification on whether the Council would approve future areas that are added to the agreement.

City Manager Bill Eisen stated that the areas added in the future would be at a level which could be approved by Staff as long as the cumulative cost did not exceed the specified percentage of the overall contract.

Discussion ensued between Council, City Manager Bill Eisen, Director of Parks and Recreation, and Purchasing Director Bob Pearce regarding the Resolution.

Councilmember Harris made the motion, seconded by Councilmember Owens, to amend Resolution No. R2011-151 to remove line number five from the contract with Landscape Images of Texas, Inc. and award that portion of the City's property to Houston Grotech Services in the amount of \$9,680.

Voting "Aye" Councilmembers Owens, Sherman, Thompson, Harris, and Sherrouse.

Voting "No" None.

Motion Passed 5 to 0.

Discussion ensued between Council, Bob Pearce, Finance Purchasing Officer, and Jon Branson, Assistant City Manager.

Mayor Reid call for the vote on the original motion as amended.

Voting "Aye" Councilmembers Owens, Sherman, Thompson, Harris, and Sherrouse.

Voting "No" None.

Motion Passed 5 to 0.

**ADJOURNMENT**

Meeting was adjourned at 10:15 p.m.

Minutes approved as submitted and/or corrected this the \_\_\_\_ day of \_\_\_\_\_,  
A.D., 2012.

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Tom Reid  
Mayor

ATTEST:

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Young Lorfing, TRMC  
City Secretary

# Consent Agenda Item B

- B. CONSIDERATION AND POSSIBLE ACTION – REAPPOINT DAVID A.K. SMITH TO POSITION NO. 4, TO SERVE ON THE ZONING BOARD OF ADJUSTMENTS FOR A 2 YEAR TERM EXPIRING NOVEMBER 1, 2013.**  
*Mayor, Tom Reid.*





**BOARDS & COMMISSIONS  
INFORMATION STATEMENT & APPLICATION  
CITY OF PEARLAND, TEXAS**

Please complete the form, *attach a copy of your Resume* and specify which Board/Commission you wish to serve. (See list on Page 2)

*Resume Emailed to Maria Separately from this application*

For the *Planning and Zoning Commission* complete the attached questionnaire and have it notarized. (Page 3)

Please list the name of any Pearland Board/Commission Meetings you have attended and the number of times you attended. *Zoning Board of Adjustments since November 2008*

**THIS INFORMATION WILL BECOME PUBLIC RECORD**

NAME: Smith David A.  
(LAST) (FIRST) (M.I.)

HOME ADDRESS: 9713 Fair Brook Way HOME TELEPHONE: 832-303-2637  
Pearland, TX 77584

SUBDIVISION NAME: South Hampton BUSINESS TELEPHONE: 281-756-1230

PROFESSION: prosecutor

BUSINESS NAME & ADDRESS: Brazoria County District Attorney's Office E-MAIL ADDRESS: David.A.Smith@yahoo.com  
111 E. Locust St., Room 408A Angleton, TX 77515

PERSONAL REFERENCES: Kyle Verret 713-471-4784  
(NAME) (TELEPHONE)

2320 McClendon Houston, TX 77030  
(ADDRESS) (STATE, ZIP)

Travis Townsend 713-410-8804  
(NAME) (TELEPHONE)

12102 Forest Sage Ln Pearland, TX 77584  
(ADDRESS) (STATE, ZIP)

RESIDENT OF PEARLAND FOR <u>9</u> YEARS
DO YOU OWN REAL PROPERTY WITHIN THE CITY OF PEARLAND? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
ARE YOU A QUALIFIED VOTER OF THE STATE OF TEXAS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

If you have been a member of a Pearland Board or Commission before, please indicate the Board or Commission and approximate dates of service:  
ZBA - November 2008 - present

Have you ever been convicted of a crime, other than minor traffic violations?

NO

What experience do you have that may qualify you for service on a particular Board or Commission (i.e. licenses, degrees and certificates)? There are a number of boards, which require special qualifications such as plumbers and electricians.

Juris Doctorate, Texas Law Degree/License

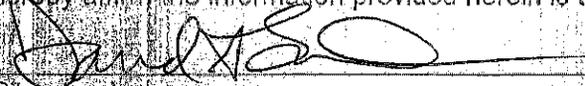
Please list any civic or community endeavors in which you have been involved:

ZBA

Are you related to any City employee or current Councilmember?

No

I hereby affirm the information provided herein is true and correct to the best of my knowledge.

  
(Signature)

12/15/11  
(Date)

**BOARDS AND COMMISSIONS OF THE CITY OF PEARLAND:**

- Animal Shelter Advisory Committee – 3 year term
- Building Code Board of Adjustments and Appeals – 5 year term and 2 year term for alternates
- Charter Review Commission – 6 month term – appointed in odd numbered years
- Channel Review Board – 3 year term and 2 year for alternates
- Civil Service Commission – 3 year term
- Development Authority of Pearland (DAP) 2 year term
- Electrical Board – 2 year term
- Gas and Plumbing Code Board of Adjustments and Appeals – 5 year term
- Library Board – 3 year term
- Pearland Parks, Recreation and Beautification Board – 3 year term
- Pearland Economic Development Corporation – 2 year term
- Pearland Health Facilities Development Corporation – 2 year term
- Planning and Zoning Commission – 3 year term *(All applicants for the Planning and Zoning Commission must be residents of Pearland and own real property within the City.)*
- Tax Increment Reinvestment Zone (TIRZ) No. 2 – 2 year term

Thank you for taking the time to complete this application. It will be helpful to the Pearland City Council and Staff in making appointments and recommendations.

CITY SECRETARY'S OFFICE  
CITY OF PEARLAND  
3519 LIBERTY DRIVE  
PEARLAND, TX 77581  
281-652-1840  
FAX: 281-652-1719

David Aaron Klein Smith  
9713 Fair Brook Way  
Pearland, Texas 77584  
(832) 303-2637

#### EDUCATION

- University of Houston Law Center, Juris Doctorate (05/2005)
  - successfully achieved passing score on July 2005 Texas Bar Exam
- American Jewish University Los Angeles, CA, Bachelor of Arts (05/2002)
  - *cum laude*
  - majored in Jewish Studies with a minor in Political Science
- Winston Churchill High School San Antonio, TX (06/1998)
  - graduated *magna cum laude*, top tenth percentile of class

#### WORK/LEADERSHIP EXPERIENCE

- Brazoria County District Attorney's Office
  - Felony Trial Division (10/2007-present)
    - Prosecuted approximately 50 first-chair felony jury trials
    - Prosecuted cases ranging from state jails to first degree murder
    - Proactively managed cases from post-indictment through plea/trial
    - Coordinated victim notifications and interviews
  - Misdemeanor Trial Division (3/2006-10/2007)
    - Approximately 40 first-chair misdemeanor jury trials
    - Assisted as second-chair prosecutor in several felony trials
    - Prosecuted two first-chair felony cases
  - Juvenile Prosecution Division (12/2005-3/2006)
    - Proactively managed cases from screening through plea/trial
    - Successfully certified juveniles as adults, including for the crimes of sexual assault and murder
- Harris County District Attorney's Office (05/2003 through 12/2005)
  - Grand Jury Division
    - Performed factual investigations to prepare cases for presentment to Grand Jury
    - Reviewed indictments for accuracy
    - Maintained case files for assistant district attorneys
    - Designed and implemented program to track lab status/location for drug cases

#### AWARDS/SCHOLARSHIPS RECEIVED

- Grant to attend "Training the Trainer" hosted by Texas District and County Attorney's Assoc. (3/2012)
- Scholarship to attend State Bar of Texas Annual Criminal Update (7/2011)
- John R. Justice Law Student Loan Repayment grant recipient (10/2010)
- University of Houston Law Center grant (8/2003)
- President's Scholarship, American Jewish University (08/1998-05/2002)

#### PROFESSIONAL MEMBERSHIPS

- State Bar of Texas, Active in Good Standing (11/2005-present)
- Texas District and County Attorney's Association (12/2005-present)
- Brazoria County Bar Association (12/2005-present)

#### PROFESSIONAL PUBLICATIONS

- "Prosecuting the Drugged Driver: Strategies for justice in the new world of non-alcohol intoxication offenses"  
The Texas Prosecutor Volume 41, Number 6 November-December 2011

# Consent Agenda Item C

- C. CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2012-1** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AWARDED A UNIT SUPPLY BID FOR AMMUNITION. *Mr. Bill Eisen, City Manager.*

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

<b>AGENDA OF:</b>	January 9, 2012	<b>ITEM NO.:</b>	Resolution No. R2012-1
<b>DATE SUBMITTED:</b>	December 30, 2011	<b>DEPT. OF ORIGIN:</b>	Finance
<b>PREPARED BY:</b>	Bob Pearce	<b>PRESENTOR:</b>	Bill Eisen
<b>REVIEWED BY:</b>	Bill Eisen	<b>REVIEW DATE:</b>	1/3/12
<b>SUBJECT:</b> Award of Bid for the Purchase of Police Department Ammunition			
<b>EXHIBITS:</b> Resolution No. R2012-1 Exhibit A – Bid Tab			
<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> \$60,339.91 (est.) <b>AMOUNT BUDGETED:</b> \$64,550.00 <b>AMOUNT AVAILABLE:</b> \$64,550.00 <b>PROJECT NO.:</b> <b>ACCOUNT NO.:</b> 010-2222-542-19-00 <b>ADDITIONAL APPROPRIATION REQUIRED:</b> <b>ACCOUNT NO.:</b> <b>PROJECT NO.:</b>			
<b>To be completed by Department:</b>			
<b>X Finance</b>	<b>Legal</b>	<b>Ordinance</b>	<b>Resolution</b>

**EXECUTIVE SUMMARY**

**BACKGROUND**

The fiscal year 2012 budget includes the purchase of ammunition for the Police Department. The current purchase agreement for police department ammunition expired in November. Purchasing and the Police Department developed bid specifications and prepared an Invitation to Bid, which was published in the paper and posted on the City's e-bid website.

**SCOPE OF CONTRACT - NA**

**BID AND AWARD**

The bid notification was sent to five vendors, however only one bid submittal was received in response to the specifications of Bid No. 1112-08. The response received was from Bailey's House of Guns, Inc., which has provided ammunition to the City for several years, with the Police Department expressing a high degree of satisfaction with the products supplied.

The bid specifications requested unit prices for ammunition most commonly used by the Department, which are reflected in the attached bid tabulation. The items included on the bid include both duty and training munitions.

This award will provide for fixed unit costs for each item for a period of one (1) year, with no allowable price increases. At the expiration of the initial term, there is a renewal option for one (1) additional year with the mutual agreement of both parties. Any price adjustment requested by the contracted vendor for the renewal period must be substantiated by a comparable increase in the Consumer Price Index for the Houston-Galveston-Brazoria metropolitan area. In the event a renewal is not agreeable to both parties, the contract will continue on a month-to-month basis until such time as a new contract can be awarded.

**SCHEDULE**

Supply of ammunition will occur as needed throughout the term of the agreement.

**POLICY/GOAL CONSIDERATION**

Purchase of these items is needed in order to provide ammunition for on duty purposes as well as training purposes for the Police Department, all contributing to the overall City objective for public safety.

**CURRENT AND FUTURE FUNDING /FINANCIAL IMPACTS**

Funding for these items come from the General Fund for Police Training. There is \$64,550.00 budgeted for the purchase of ammunition, based on historical usage, in the 2012 budget. The award is on a per-unit basis, with purchases made as needed.

**O&M IMPACT INFORMATION**

Fiscal Year	2012	2013	2014
	\$60,339.91	\$60,973.48	Rebid

By the specifications of this bid, there is a one (1) year renewal option, with any request for price increase governed by the index specified above. As ammunition is required annually, similar expenses are anticipated in future years; however, funding will be appropriated on an annual basis.

**RECOMMENDED ACTION**

Consideration and approval of a resolution to award a bid for the purchase of ammunition to Bailey's House of Guns, Inc. at the unit costs noted in the bid tabulation.

**RESOLUTION NO. R2012-1**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND,  
TEXAS, AWARDING A UNIT SUPPLY BID FOR AMMUNITION.**

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

**Section 1.** That the City opened unit supply bids for the supply of ammunition, and such bids have been reviewed and tabulated.

**Section 2.** That the City Council hereby awards the bid to Baileys House of Guns, 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 contract for ammunition.

PASSED, APPROVED and ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_,  
A.D., 2012.

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

ATTEST:

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

APPROVED AS TO FORM:

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

BID TABULATION: POLICE DEPARTMENT AMMUNITION

BID OPENING DATE: THURSDAY, DECEMBER 15, 2011

BID NUMBER: 1112-08

<b>Vendor</b>	Bailey's House of Guns, Inc.
<b>City / State</b>	Houston, TX
<b>Telephone Number</b>	713-433-2475
<b>Contact Name</b>	Bernard Bailey
<b>Remington Golden Sabre Bonded, 9MM, Duty 125</b>	
	\$180.00
<b>Quantity</b>	15 CS
<b>Total:</b>	\$2,700.00
<b>Remington Golden Sabre Bonded, 9MM, Practice</b>	
	\$101.76
<b>Quantity</b>	50 CS
<b>Total:</b>	\$5,088.00
<b>Remington Golden Sabre Bonded, 380, Duty 90</b>	
	\$277.60
<b>Quantity</b>	10 CS
<b>Total:</b>	\$2,776.00
<b>Remington Golden Sabre Bonded, 380, Practice</b>	
	\$134.37
<b>Quantity</b>	10 CS
<b>Total:</b>	\$1,343.70
<b>Remington Golden Sabre Bonded, 357S, Duty 125 GR</b>	
	\$183.05
<b>Quantity</b>	1 CS
<b>Total:</b>	\$183.05
<b>Remington Golden Sabre Bonded, 357S, Practice</b>	
	\$138.82
<b>Quantity</b>	1 CS
<b>Total:</b>	\$138.82
<b>Remington Golden Sabre Bonded, .40, Duty 165 GR</b>	
	\$179.41
<b>Quantity</b>	22 CS
<b>Total:</b>	\$3,947.02
<b>Remington Golden Sabre Bonded, .40 Practice</b>	
	\$128.24
<b>Quantity</b>	22 CS
<b>Total:</b>	\$19,236.00

Remington Golden Sabre Bonded, .45, Duty 185 GR	\$232.52
Quantity	5 CS
<b>Total:</b>	\$1,162.60
Remington Golden Sabre Bonded, .45, Practice	\$150.59
Quantity	40 CS
<b>Total:</b>	\$6,023.60
Remington Golden Sabre Bonded, 12 GA, Birdshot - Light 1 oz.	\$87.96
Quantity	20 CS
<b>Total:</b>	\$1,759.20
Remington Golden Sabre Bonded, 12 GA, Buckshot - Reduced Recoil	\$135.71
Quantity	2 CS
<b>Total:</b>	\$271.42
Remington Golden Sabre Bonded, 12 GA, Slug - Reduced Recoil	\$118.25
Quantity	2 CS
<b>Total:</b>	\$236.50
Remington, .223, Duty Ballistic Tip	\$105.90
Quantity	60 CS
<b>Total:</b>	\$6,354.00
Remington, .223, Practice	\$76.00
Quantity	120 CS
<b>Total:</b>	\$9,120.00

**Bid Total:** \$60,339.91

# Consent Agenda Item D

- D. CONSIDERATION AND POSSIBLE ACTION – TO APPOINT TERRY W. SMITH TO POSITION NO. 5 AND WILLIAM T. TRBULA TO POSITION NO. 6 TO SERVE ON THE PARKS AND RECREATION AND BEAUTIFICATION BOARD FOR A 3 YEAR TERM EXPIRING NOVEMBER 1, 2014. *Mayor, Tom Reid.***

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

<b>AGENDA OF:</b> 1-09-2012	<b>ITEM NO.:</b> Consent item D
<b>DATE SUBMITTED:</b> 1-04-2012	<b>DEPARTMENT OF ORIGIN:</b> City Secretary
<b>PREPARED BY:</b> Young Lorfing	<b>PRESENTOR:</b> Mayor Tom Reid
<b>REVIEWED BY:</b> Bill Eisen	<b>REVIEW DATE:</b> 1/4/12
<b>SUBJECT:</b> Appointments to the Parks, Recreation and Beautification Board.	
<b>EXHIBITS:</b> Applications and Resumes.	
<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**

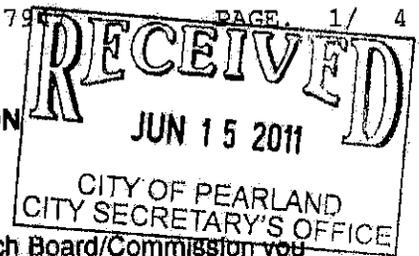
This action is to appoint Terry W. Smith to Position No. 5 and William T. Trbula to Position No. 6, to serve on the Parks, Recreation and Beautification Board for a 3-year term expiring November 1, 2014.

**RECOMMENDED ACTION**

Council's approval of the appointment.



BOARDS & COMMISSIONS  
INFORMATION STATEMENT & APPLICATION  
CITY OF PEARLAND, TEXAS



Please complete the form, **attach a copy of your Resume** and specify which Board/Commission you wish to serve. (See list on Page 2)

For the **Planning and Zoning Commission** complete the attached questionnaire and have it notarized. (Page 3)

Please list the name of any Pearland Board/Commission Meetings you have attended and the number of times you attended. None

THIS INFORMATION WILL BECOME PUBLIC RECORD

NAME: Smith Terry W  
(LAST) (FIRST) (M.I.)

HOME ADDRESS: 1807 Lazy Creek Lane HOME TELEPHONE: 832-569-2141  
Pearland TX 77581

SUBDIVISION NAME: Wood Creek BUSINESS TELEPHONE: 281-244-7076  
PROFESSION: Administrative Professional

BUSINESS NAME & ADDRESS: REDE Critique NSS JV E-MAIL ADDRESS: terry-smith@sbcglobal.net  
1120 Nasa Parkway Suite 207  
Houston TX 77008

PERSONAL REFERENCES: Ellen Prejcan 281-244-8544 (work)  
(NAME) (TELEPHONE)

4501 Frost Santa Fe TX 77517  
(ADDRESS) (STATE, ZIP)

Cathy Jenkins 713-522-3133 (work)  
(NAME) (TELEPHONE)

1302 Milford St. Houston TX 77006  
(ADDRESS) (STATE, ZIP)

RESIDENT OF PEARLAND FOR 2\* YEARS  
DO YOU OWN REAL PROPERTY WITHIN THE CITY OF PEARLAND?  YES  NO  
ARE YOU A QUALIFIED VOTER OF THE STATE OF TEXAS?  YES  NO

If you have been a member of a Pearland Board or Commission before, please indicate the Board or Commission and approximate dates of service: NONE

SCANNED

JUN 15 2011

CITY SECRETARY  
OFFICE

Have you ever been convicted of a crime, other than minor traffic violations?

No

What experience do you have that may qualify you for service on a particular Board or Commission (i.e., licenses, degrees and certificates)? There are a number of boards, which require special qualifications such as plumbers and electricians.

BS Accounting + Finance, MS Office Certification, Will graduate in May 2012 with MS Accounting & M.B.A

Please list any civic or community endeavors in which you have been involved:

Just getting started

Are you related to any City employee or current Councilmember?

No

I hereby affirm the information provided herein is true and correct to the best of my knowledge.

Larry Smith  
(Signature)

5/2/11  
(Date)

**BOARDS AND COMMISSIONS OF THE CITY OF PEARLAND:**

- Animal Shelter Advisory Committee – 3-year term
- AS Building Code Board of Adjustments and Appeals – 5 year term and 2 year term for alternates
- AS Charter Review Commission – 6-month term – appointed in odd numbered years
- Channel Review Board – 3-year term and 2 year for alternates
- Civil Service Commission – 3-year term
- AS Development Authority of Pearland (DAP) 2-year term
- Electrical Board – 2-year term
- Gas and Plumbing Code Board of Adjustments and Appeals – 5-year term
- AS Library Board – 3-year term
- AS Pearland Parks, Recreation and Beautification Board – 3-year term
- AS Pearland Economic Development Corporation – 2-year term
- Pearland Health Facilities Development Corporation – 2-year term
- Planning and Zoning Commission – 3 year term *(All applicants for the Planning and Zoning Commission must be residents of Pearland and own real property within the City.)*
- Tax Increment Reinvestment Zone (TIRZ) No. 2 – 2-year term

Thank you for taking the time to complete this application. It will be helpful to the Pearland City Council and Staff in making appointments and recommendations.

**CITY SECRETARY'S OFFICE  
CITY OF PEARLAND  
3519 LIBERTY DRIVE  
PEARLAND, TX 77581  
281-652-1840  
FAX: 281-652-1719**

AS - I am interested in any of these boards

**TERRY SMITH**

1807 Lazy Creek Lane  
Pearland, Texas 77581

[terry-smith@sbcglobal.net](mailto:terry-smith@sbcglobal.net)

(832) 659-2141 Home  
(281) 460-3473 Cell

**SUMMARY**

Thank you for this opportunity to present my application. I would consider it an honor to work with any of the Boards or Commissions of the City of Pearland.

**WORK HISTORY****GEOCONTROL/REDE Critique JV-NASA/REDE Critique NSS JV 04/02/2004-Present**

- Administrative support for the Medical Operations Branch consisting of over 20 doctors
- Preparation of presentation charts
- Construct and update matrices, Correspondence and calendars
- Travel and minutes of classified meetings
- Create and maintain file system for all Return to Flight closure packages
- Crew Secretary in the Astronaut Office which entailed organizing over 1500 guests for launches
- Branch Secretary for the International Space Station Branch
- Designed and documented secretarial procedures for Russian Soyuz launches

**BAY AREA PERSONNEL****11/2003-04/01/2004**

- Secretary for the Chief of Safety and the Chief of Robotics in the Astronaut Office @ NASA
- Various temporary assignments at Boeing
- Secretary to Bo Bejmuk, Director of their Orbiter Program at Boeing

**LUKEN WORK BOOTS, INC.****04/2003-11/2003****General Manager**

- Accounting books for all stores
- Management of all stores and personnel (12 employees)
- Human Resources
- Marketing for corporate accounts
- Purchasing and inventory control

**CHERNOSKY, SMITH, RESSLING AND SMITH, PLLC****04/2001-2003****Bookkeeper**

- Kept separate and combined sets of books for four attorneys
- Provided Financial Reports and Managerial Reports on a semi-monthly schedule
- Billed for all attorneys by 8<sup>th</sup> of month
- Complete Human Resource and Payroll duties using ADP
- Office Manager Duties
- Kept all insurances (Medical, property, liability, disability and all others) up to date

**THE MATTHEWS FIRM****11/2000-02/2001****Bookkeeper**

- Shortened billing process by ten days in order to bill by the tenth of the month
- Improved departmental communications with other firm departments allowing for accurate billing and daily processing of firm books

**SCANNED**

JUN 15 2011

CITY SECRETARY  
OFFICE



**BOARDS & COMMISSIONS  
INFORMATION STATEMENT & APPLICATION  
CITY OF PEARLAND, TEXAS**

RECEIVED  
CITY OF PEARLAND  
CITY SECRETARY'S OFFICE

2011 SEP 6 11:12:08

Please complete the form, **attach a copy of your Resume** and specify which Board/Commission you wish to serve. (See list on Page 2)

Pearland Parks, Recreation, + Beautification Board, ~~and~~ Planning + Zoning Commission  
For the Planning and Zoning Commission complete the attached questionnaire and have it notarized. (Page 3)

**Pease list the name of any Pearland Board/Commission Meetings you have attended and the number of times you attended.** 0

**THIS INFORMATION WILL BECOME PUBLIC RECORD**

**NAME:** Trbula William T  
(LAST) (FIRST) (M.I.)

**HOME ADDRESS:** 4103 Summer Ln. **HOME TELEPHONE:** 713-876-4207  
Pearland, TX 77584

**SUBDIVISON NAME:** Twin Lakes **BUSINESS TELEPHONE:** 281-204-4753  
**PROFESSION:** Service Manager

**BUSINESS NAME & ADDRESS:** Hewlett-Packard (HP) **E-MAIL ADDRESS:** wtrbula@yahoo.com  
15555 Cutler Rd, Houston, TX 77070

**PERSONAL REFERENCES:** Quentin Wiltz 832-465-7245  
(NAME) (TELEPHONE)

4105 Summer Ln Pearland, TX 77584  
(ADDRESS) (STATE, ZIP)

Andee Firmin 713-494-5044  
(NAME) (TELEPHONE)

4001 E Timber Cut CT Pearland, TX 77584  
(ADDRESS) (STATE, ZIP)

RESIDENT OF PEARLAND FOR <u>4</u> YEARS
DO YOU OWN REAL PROPERTY WITHIN THE CITY OF PEARLAND? <input checked="" type="checkbox"/> Home YES <input checked="" type="checkbox"/> NO
ARE YOU A QUALIFIED VOTER OF THE STATE OF TEXAS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

If you have been a member of a Pearland Board or Commission before, please indicate the Board or Commission and approximate dates of service:

**SCANNED**

SEP 07 2011  
CITY SECRETARY  
OFFICE

**RECEIVED**  
SEP 06 2011  
CITY OF PEARLAND  
CITY SECRETARY'S OFFICE

Have you ever been convicted of a crime, other than minor traffic violations?

No

What experience do you have that may qualify you for service on a particular Board or Commission (i.e., licenses, degrees and certificates)? There are a number of boards, which require special qualifications such as plumbers and electricians.

Work with general public, solving problem, making decisions for PYFA league, work with children!

Please list any civic or community endeavors in which you have been involved:

Board member for Pearland Youth Football Association (PYFA). ~~Be~~ Have been coach with PYFA for two years.

Are you related to any City employee or current Councilmember?

No

I hereby affirm the information provided herein is true and correct to the best of my knowledge.

William J. [Signature]  
(Signature)

9/2/2011  
(Date)

**BOARDS AND COMMISSIONS OF THE CITY OF PEARLAND:**

- Animal Shelter Advisory Committee – 3-year term
- Building Code Board of Adjustments and Appeals – 5 year term and 2 year term for alternates
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- Planning and Zoning Commission – 3 year term **(All applicants for the Planning and Zoning Commission must be residents of Pearland and own real property within the City.)**
- Tax Increment Reinvestment Zone (TIRZ) No. 2 – 2-year term

Thank you for taking the time to complete this application. It will be helpful to the Pearland City Council and Staff in making appointments and recommendations.

**CITY SECRETARY'S OFFICE  
CITY OF PEARLAND  
3519 LIBERTY DRIVE  
PEARLAND, TX 77581  
281-652-1840  
FAX: 281-652-1719**

**REQUIRED FOR THE PLANNING AND ZONING COMMISSION ONLY**

**CITY OF PEARLAND, TEXAS**  
**PLANNING AND ZONING COMMISSION**  
**QUALIFICATION QUESTIONNAIRE**

Please answer all of the following questions.

1. Name: William Todd Trbula
2. Do you reside within the corporate limits of the City of Pearland, Texas? Yes
3. What is your residence address? 4103 Summer Ln, Pearland, TX 77584
4. Are you 18 years of age or older? Yes
5. Are you a United States citizen? Yes
6. Have you been determined mentally incompetent by a final judgment of a court? No
7. Have you been finally convicted of a felony? No
8. Are you registered to vote in the State of Texas? Yes
9. Do you own real property (defined as land and whatever is erected on, affixed to, or growing upon that land) in the City of Pearland, Texas? No
10. What is the physical address of said real property? \_\_\_\_\_
11. Are you employed by the City of Pearland, Texas? No

By my signature, I certify that all my responses above are true and correct to the best of my knowledge. I further agree that should I become aware of any change to the above information while I am in office, I shall notify the City of Pearland immediately in writing of that change.

Signature: William J. Trbula Date: 9/2/2011  
Printed Name: William F. Trbula

Signed and affirmed before me by Person on this 6th day of September, 2011.

(SEAL)

Maria E. Rodriguez  
Name:  
Notary Public, State of Texas



# WILLIAM "TODD" TRBULA

## SUMMARY

An IT professional with over 11 years experience. Very strong infrastructure experience working with services, communications, and networking. Technical manager of teams responsible for voice, data and LAN/WAN data centers. Excellent troubleshooting and customer service skills.

## EDUCATION

Associates Degree in Computer Science, Del Mar College, Corpus Christi, TX, 1996 to 1999

## SKILLS SUMMARY

Project Management, Customer/ Vendor Management, Service Management, Business Analysis, Technical Leadership, CISCO (routers, switches, firewalls), JUNIPER (switches), Networking, Telecommunications, Video Conferencing, Telephone Systems, Data Center Infrastructure, AT&T Route-It, Call Center, Windows, Microsoft Word, Excel, Access, PowerPoint, Visio, Project, Windows Servers

## CERTIFICATE

Avaya Certified

Inter-Tel Certified

Currently working towards certifications in:

Cisco (CCNA)

Project Management Professional (PMP)

## PROFESSIONAL EXPERIENCE

**5/11 -Present**

**HEWLETT-PACKARD, Houston, TX**

**Global Voice Services Manager (Voice Expert)**

- As part of HPIT global voice service management group, manage a large region of voice services in the following countries of Asia, Pacific, and Japan (APJ). Countries include Australia, Bangladesh, China, Hong Kong, India, Indonesia, Japan, Korea, Malaysia, New Zealand, Pakistan, Philippines, Singapore, Sri Lanka, Taiwan, Thailand, and Vietnam.
- Oversee voice services of 225 sites, 130,000 people, and 30 vendors/suppliers.
- Participates as a member of and leads initiative teams to optimize voice and access services on the global network.
- Performs analysis of complex functional and business requirements.
- Independently performs analysis and develops recommendations to optimize service and spend in the voice telecommunications space.
- Integrates technical expertise and business understanding to create superior solutions for HP and customers.
- Mentors and consults with team members and other organizations, customer and vendors on complex issues.
- Technical leadership of assigned project.
- Provide time / resource estimates for assigned projects.
- May develop innovative solutions to complex business and technology problems.

- Detailed knowledge of telecommunications access methods, voice circuit installations, trunking, and Centrex solutions.
- Detailed knowledge of voice telecommunications equipment including PBX, analog and digital cards, and Voice over IP gateways.
- Good verbal and written communication skills; influencing skills and ability to work effectively in a geographically dispersed team.
- Demonstrates leadership in the development of technical innovations and in ensuring optimum collaboration and knowledge sharing of technical insights.
- Creates a solution vision and design framework for guiding and synthesizing the technical contributions of specialists.
- Helps develop and implements project strategy and direction.
- Demonstrates fundamental understanding of information management systems and infrastructure.
- Actively bridges technical and business cultures and perspectives to promote cross-organizational collaboration.
- Exercises personal authority and organizational leadership to establish and maintain employee excellence.
- Develops methods for supporting innovation and change across the organization.

**7/06 – 5/11**

**WASTE MANAGEMENT, Houston, TX**  
IT Project Manager / Network Engineer

- Technical hands on Project Manager staff of 2-3 responsible for 1500 locations / 45,000 employees across the United States, Canada and some international locations.
- As an IT project manager, handle day-to-day voice and data services for entire company.
- Manage teams and vendors up to 20 people performing service functions.
- Work with various service providers such as AT&T, Verizon, MCI, Qwest, Bell South, etc. dealing with 800 numbers, RCF, installing new phone line / T1 circuits, cleaning up phone bills, troubleshooting phone line / T1 circuit issues, and various other things.
- Design, plan, maintain, configure, troubleshoot, and implement voice equipment with vendors such as Avaya, Inter-Tel, and Nortel.
- Support day-to-day phone / voicemail systems changes for internal and remote locations across US and Canada.
- Design, plan, maintain, configure, troubleshoot, and implement data equipment such as CISCO (Routers, Switches, Wireless, and Data Center Infrastructure) and Juniper (Switches) for all 1500 locations.
- Support day-to-day data center infrastructure of Nexus 7k's, 65k's, 4900's, server installs, changes, upgrades, projects, etc.
- Document standards / procedures around IT implementations and/or incidents throughout Waste Management.
- Monitor data / voice activities using monitor tools such (NetVoyant, NetQoS, Solarwind).
- Test new equipment within a lab environment and provide recommendation.
- Design, plan, maintain, configure and support our Tandberg video conferencing system internal, remotely, and third party vendors.

- Besides working with phone systems and data equipment, also worked with servers, call center equipment / applications, voicemail systems, and video conferencing equipment (Tandberg).
- Use a ticketing system called Remedy to track requests for MACD tickets, IT issues and projects for all 1500 locations.
- Plan, update and communicate schedules with customers, vendors and project team members.
- Establish and oversee multimillion-dollar IT project budgets.
- Manage risks and issues proactively for all projects / programs.
- Support assortments of locations from small-medium-large offices to large call centers, industrial plants, and data centers.
- Travel up to 75% of time to various locations to meet with customers / vendors and to oversee projects.
- Establish procedures and processes for IT communication projects including equipment / cable installations, decommissioning and site surveys.
- Create Visio designs of data / voice architectures and Project time lines.
- Keep vendors honest on proposals, contacts / agreements, and making sure to meet the company's needs on every project.
- As a project manager work with customers and vendors on budges / quotes, project / program objectives, time lines, scheduling, resources, equipment needs, cost savings, analyzing future growth / expansion, new technology, and keeping everyone on track.

**3/05 – 7/06**

**SPHERION, Victoria, TX**  
Telecommunications Specialist

- Support Avaya phone systems, voicemail system, and Sun Microsystems Call Management System.
- Configure, support, and manage the VoIP sites of phones and call handling.
- Manage three other call center sites remotely (Las Vegas, NV, Panama, Mexico, and Nederland, TX).
- Maintain and support users within the PBX, Intuity System, and Call Management System.
- Add, Change, Remove vectors, VDN, trunks, circuits, and call routes on a day-to-day basis.
- Monitor trunks and call handling on a day-to-day basis for the different call centers.
- Create reports in CMS for the customers on various requests that a customer may have concerns about call flow, trunks, an agent, etc.
- Work with SBC, AT&T, MCI, and Sprint on setting up of new 800 numbers, circuits, T1's, etc.
- Routing 800 numbers to Las Vegas, Panama, and Nederland on requests of what they need done.
- Manage projects with clients to determine customer needs, budgets, scheduling, and working with vendors.
- Handle installing and troubleshooting all hardware issues with the Avaya PBX (circuit packs, optical drives, wiring, and anything else).
- Troubleshoot and test problems dealing with phones, phone lines, audix, and PBX hardware or software.
- Maintain a wide verity of phones, modems, and fax machines.
- Monitor and maintain security cameras for the site.
- Work with Vendors on pricing of phones, parts, or equipment (headsets, phones, circuit boards, cabling, etc.).

- Interact with users on a daily bases with problems that they may be experiencing and verifying when the job is completed that it was done properly and they are satisfied.
- Work with various Windows 2000 and 2003 servers by maintaining and setting up of the server.
- Maintain and support desktops, laptops, and email problems that a customer maybe experiencing.

**6/02 – 3/05**

**COMPUTER SCIENCE CORP., Victoria, TX**

**Telecommunication Techician III**

- Maintain an Avaya G3R PBX, Intuity System, and Call Management System on site and remotely for DuPont / InVista chemical plant.
- Setup, change, and disconnect users within the PBX, Intuity System, and Call Management System.
- Maintain vectors, trunks, call centers, and various other administrative duties within the Avaya PBX.
- Handle installing and troubleshooting all hardware issues with the Avaya PBX (circuit packs, optical drives, wiring, and anything else).
- Maintain a wide verity of phones, modems, and fax machines on and off plant site.
- Through a Remedy CPMT program, work doing moves, adds, and changes (MACs) for customers who have issues with their phones and phone lines.
- Troubleshoot and test problems dealing with phones, phone lines, audix, and PBX hardware or software.
- Splicing of outside phone wiring if cabling is damaged or cut from construction.
- Project Managed new build outs of IT closets in buildings or out in the field with equipment for phones systems and networks.
- Maintain and support of DuPont / InVista plant network infrastructure.
- Setup, change, and disconnect users on the network daily.
- Run cabling to building, offices, towers, and terminate cabling onto a punch down panel.
- On the web, keep updated phone directories of all plant personnel, showing the person's name, extension, building number, and department.
- Maintain an excel database of all moves, adds, and changes (MACs) on and off plant site of all fax machines, modems, users, and phones.
- On a daily basis for security purposes, monitor and maintain a call management system that watch all users that spend too much time on long distant calls, people making prank calls, how much money each call is costing the company, and 911 calls.
- Site survey areas where existing cabling (phone lines, Fiber optics) underground are not to damage because of digging or construction.
- Setup project work on and off plant site whether it is dealing with the network or telephones to make the plant more current with modern technology.
- Interact with users on a daily bases with problems that they may be experiencing and verifying when the job is completed that it was done properly and they are satisfied.
- Contact distributors on pricing of phones, parts, or equipment that a customer may need (handsets, phone cords, wall jacks, punch down blocks, tools, etc.).

4/00 – 6/02

**ACS DATALINE, Austin, TX**  
Lead Network / Audio Video Manager

- Install Catalyst, Routers, and Switches into network racks and cabinets.
- Install supIII and 48 port cards into catalysts.
- Install 25 pair cable from catalyst card to 110 blocks.
- Manage up to 10 technicians on 50K plus network installation projects.
- Install and test to specification CAT3, CAT5, telephone, and fiber optic cables.
- Cross-connect telephone and LAN cables to network and then ping a router or switch to verify network connectivity.
- Troubleshoot LAN and telephone problems using test equipment.
- Used an Avaya G3R PBX to setup user phones, voicemail, add, changes, tracking, and monitoring of all users.
- Maintain an excel database of all users, switches, phones, networks, etc. for any adds, changes, or upgrades.
- Maintain all computers and phones such as installations and upgrades for the customer.
- In charge of all the audio and visual equipment at the Intel Corporation such as the audio systems, projectors, cameras, team stations, networks, and anything related to it.
- Troubleshoot the audio and visual equipment with the AMX and Gentner system program and programming them if needed. Duties also include upgrades, installations, and supporting meetings using these systems.
- Interact with customers and vendors on data, telephone, or audio/visual issues or problems.

**ACTIVITIES**

- Board Member, Pearland Youth Football Association (PYFA), 2011
- Volunteer Coach, Pearland Youth Football Association (PYFA), 2010

**REFERENCES**

References are available upon request.

# New Business Item No. 1

1. **CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO R2012–8** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ENTER INTO A DESTINATION MARKETING AGREEMENT WITH THE PEARLAND CHAMBER OF COMMERCE; AUTHORIZING A METHOD OF SELECTION OF AN EMPLOYEE TO OVERSEE THE DESTINATION MARKETING PROGRAM; AND PROVIDING GUIDANCE ON THE CREATION OF A BOARD TO MANAGE OR PROVIDE RECOMMENDATIONS REGARDING THE PROGRAMS AND ACTIVITIES OF THE CITY'S HOTEL OCCUPANCY TAX FUND. *Mr. Bill Eisen, City Manager.*

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

<b>AGENDA OF:</b> January 9, 2012	<b>ITEM NO.:</b> Resolution No. R2012-8		
<b>DATE SUBMITTED:</b> January 4, 2012	<b>DEPARTMENT OF ORIGIN:</b> Administration		
<b>PREPARED BY:</b> Bill Eisen	<b>PRESENTOR:</b> Bill Eisen		
<b>REVIEWED BY</b>	<b>REVIEW DATE:</b> January 5, 2012		
<b>SUBJECT:</b> Destination Marketing Agreement			
<b>EXHIBITS:</b> Destination Marketing Agreement, Memo from City Attorney			
<b>EXPENDITURE REQUIRED:</b> \$201,075	<b>AMOUNT BUDGETED:</b> \$268,100		
<b>AMOUNT AVAILABLE:</b> \$238,821.59	<b>PROJECT NO.:</b>		
<b>ACCOUNT NO.:</b> 045-900-555.45-00			
<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**

In November and December, the City Council held two workshops regarding advertising the City as a destination for hotel guests. During these workshops the Council discussed the long-term structure of the destination marketing program and short-term actions needed to ensure a continuing effort to promote tourism in the City. On December 12, the Council indicated a desire to enter an agreement with the Chamber of Commerce to oversee Destination Marketing for the remainder of fiscal year 2011-12, to establish a process to hire a new staff person to perform the Destination Marketing Program, and to have a resolution drafted for Council consideration, that would create a City Board to have authority related to use of HOT funds.

A proposed agreement for the remainder of the fiscal year is attached. The agreement is similar to the one for the 2010-11 fiscal year. Exhibit "A" has been modified to reflect a 9 month period, rather than a full year. At my suggestion, the proposed budget allows for an annual salary of the to-be-hired Destination Marketing Director of up to \$70,000 (an increase over the previous salary of \$48,000) which will allow for the opportunity to hire a more experienced individual. While the salary costs

are shown as three-fourths of the annual cost in the prior year agreement, it is anticipated that the hiring process will take approximately two months and the resulting salary savings can be utilized to pay a potentially higher salary. The Agreement also includes two new paragraphs which are highlighted in yellow.

Another issue related to short-term Destination Marketing activities is hiring a staff person to be responsible for conducting DM activities. The President of the Chamber of Commerce and I have discussed a process for filling the vacant position and have concluded that the best course of action is to utilize a subcommittee of the 2011 Task Force to interview candidates and to give the full Task Force an opportunity to comment on the finalists before a final selection is made by the subcommittee. The interview panel will consist of the following Task Force members including: Carol Artz-Bucek, Matt Buchanan, Bill Eisen, Rushi Patel, Alpesh Shukla, Michelle Smith, and Keith Ordeneaux. During the remainder of the fiscal year, the new staff person would be a Chamber employee and may continue to be after that point, depending upon any further Council action regarding this issue.

After appointment of the staff person, the 2011 Task Force group would then work with that staff person to develop a plan of work for the remainder of this year. After a final determination of the long-term structure of the destination marketing function, the "governing body" would develop a multi-year strategic plan for the program.

Based upon my understanding of the December 12 Council discussion, the longer-term issue that requires near-term action is consideration of a resolution creating a City Board with authority relating to Hotel/Motel Tax funds including Destination Marketing and funding of programs for promotion of the arts, historical preservation, and other allowable uses of the funds. While there was a wide ranging discussion of various authorities of such a Board, the final discussion in December included future consideration of a resolution that would define the Board's make-up and powers. The City Attorney has identified a legal issue with one of the possible structures. A memorandum from him which describes this issue is attached.

### **RECOMMENDED ACTION**

Approve the agreement, the method of selection of the employee for the Destination Marketing program, and provide guidance on the issue of Board creation.

**RESOLUTION NO. R2012-8**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ENTER INTO A DESTINATION MARKETING AGREEMENT WITH THE PEARLAND CHAMBER OF COMMERCE; AUTHORIZING A METHOD OF SELECTION OF AN EMPLOYEE TO OVERSEE THE DESTINATION MARKETING PROGRAM; AND PROVIDING GUIDANCE ON THE CREATION OF A BOARD TO MANAGE OR PROVIDE RECOMMENDATIONS REGARDING THE PROGRAMS AND ACTIVITIES OF THE CITY'S HOTEL OCCUPANCY TAX FUND.**

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

**Section 1.** That certain Destination Marketing Agreement by and between the City of Pearland and the Pearland Chamber of Commerce, 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 Destination Marketing Agreement with the Pearland Chamber of Commerce.

PASSED, APPROVED and ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_,  
A.D., 2012.

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

ATTEST:

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

APPROVED AS TO FORM:

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



Presentation to

**CITY COUNCIL**

**MONDAY, JANUARY 9, 2012**



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## **DESTINATION MARKETING AGREEMENT**

This agreement is made by and between the City of Pearland, Texas, municipal corporation of Brazoria County, Texas (hereinafter "City") and the Pearland Chamber of Commerce, (hereinafter "Chamber").

### I.

The City by authority of powers granted to it under state statutes and its home rule charter, has previously enacted a hotel occupancy tax on occupants of hotels within the City of Pearland, Texas.

### II.

As part of its obligation and discretionary powers under state statutes (primarily V.A.T.S. Tax Code, Section 351.1 01) to use hotel occupancy tax funds for attracting and promoting tourism and the convention and hotel industry, the city hereby agrees to employ the Chamber to advertise and promote tourism, and the convention and hotel industry of the City under the terms and conditions set forth herein.

The Chamber agrees that any occupancy tax funds paid to it by the City shall be used only in the following specific areas:

- 1) The furnishing of facilities, personnel, exhibits and materials for the purpose of attracting visitors, meetings, groups and other events;
- 2) Development of marketing, advertising, solicitation and promotional programs to attract meetings, groups, conventions and visitors to the municipality;
- 3) Coordination of marketing, advertising, solicitation and promotional programs with appropriate City departments, hotels/motels, restaurants, entertainment facilities and other business to ensure a productive and pleasant experience for visitors to the City; and

### III.

The Chamber agrees to conduct a continuing program of advertising and promotion for the purpose of attracting visitors, tourist, and conventions to the city by publishing and distributing brochures and community information packets, by advertising in various tourist publications and general media publications which are appropriate, by participating with state and regional agencies in tourist development programs of benefit

to the City, and by using all appropriate means to increase the traveling public's awareness of the resort and recreational advantages of the City.

The Chamber further agrees that it will seek to achieve the purposes of the statute for the City through all of the above activities, that it will distribute visitor literature to Texas Travel Information Centers, Intercontinental and Hobby Airports and other locations. The Chamber shall advertise the City in various tourist publications and other general publication, and participate with state and regional agencies such as the Texas Department of Commerce, Texas Association of Convention and Visitor's Bureaus, Texas Travel Industry Association, Greater Houston Partnership, the Economic Development Alliance of Brazoria County, The Alliance Port Houston Region, Brazoria County Council of Chambers to ensure continued and expanded favorable publicity about the City.

#### IV.

It is expressly understood and agreed by and between the parties that the Chamber is hired and engaged as an independent contractor and is not an officer, agent, or employee of the City. The Chamber shall have exclusive control of its operations hereunder, and the persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, the doctrine of respondent superior shall not apply as between City and Chamber, its officers, agents, employees, contractors and subcontractors and nothing herein shall be constructed as creating a joint enterprise between City and Chamber.

#### V.

The Chamber shall secure sufficient numbers of employees to accomplish this Agreement. The Chamber shall further provide such office space, equipment, supplies and other material necessary to accomplish the purposes of the Agreement.

#### VI.

The Chamber shall carry out the responsibilities required by this agreement in accordance with the budget attached to this agreement as Exhibit "A". It is understood and agreed by and between the parties that, upon budget approval by the City, a fiduciary duty is created in the Chamber with respect to the expenditure of revenue provided.

Thereafter, the Chamber shall provide the City Council periodic reports on a quarterly basis, on the activities that are conducted to benefit the City as well as an annual

financial statement listing the expenditures made from revenue from the occupancy tax. It is further agreed by the Chamber that it shall maintain said revenue in a separate account established for that purpose, and that it shall not commingle that revenue with any other money or maintain it in any other account.

The Chamber shall maintain complete and accurate financial records of each expenditure of occupancy tax revenue and, upon request of the City Council, City Manager or his authorized representative, shall make the records available for inspection and review.

#### VII.

The Agreement shall be effective the \_\_\_\_ day of \_\_\_\_\_, 2012, and shall continue in force for a period of nine (9) months or unless either the City or Chamber terminate the agreement by providing the other party 90 days prior written notice in the manner provided herein. Upon termination of this contract for any reason, the Chamber shall deliver to the City all funds remaining on hand, if any, after payment of all obligations incurred prior to notice of termination of this Agreement.

#### VIII.

Any expenditure of funds in a manner other than as approved in the budget shall require an amendment to the budget to be submitted to and approved by the City prior to the expenditure.

#### IX.

The activities of the Chamber with respect to this contract will be governed by the City Council of the City of Pearland until a decision on approving a Hotel Occupancy Tax Board.

#### X.

Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mails, certified mail, postage prepaid and addressed to the City Manager, City of Pearland, City Hall, 3519 Liberty Dr., Pearland, Texas, 77581, or to the Pearland Chamber of Commerce, 6117 Broadway, Pearland, Texas, 77581, or such other address as either party may designate in writing to the other party.

XI.

No part of this Agreement may be assigned or delegated without the prior written consent of the other party, and any attempted assignment of benefits or rights or delegation of duties or obligation shall be a breach of this Agreement. However, nothing in this Agreement shall prohibit the Chamber from participating with local, regional, or state tourism or to contract for joint promotion with other agencies.

XII.

The Chamber agrees to indemnify, save harmless and defend the City from any and all claims, causes of action and damages of every kind arising from the operations of the Pearland Chamber of Commerce, its officers, agents and employees carried out in furtherance of this agreement. The Chamber owns no automobiles, and any use of an automobile in the operation embraced by this Agreement shall be by the Chamber as an independent contractor, and not as an agent or employee of the City.

XIII.

This Agreement shall be subject to the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized officers on this \_\_\_\_ day of \_\_\_\_\_, 2012.

## Proposed 2012 Destination Marketing Budget

	Approved		Proposed 9 month
	2010-2011	2011-2012	2012
<b>ADMINISTRATION</b>			
Insurance-Disability	959.87	959.87	719.90
Insurance-Health	9,371.63	9,371.63	7,028.72
Insurance-Workers Comp	382.00	382.00	286.50
<b>Payroll</b>			
Auto Allowance	2,099.92	2,099.92	1,574.94
Paychex Expense	836.14	836.14	627.11
Payroll Taxes	8,422.09	8,422.09	6,316.57
Retirement Plan	3,608.14	3,608.14	2,706.11
Salaries and Wages	22,418.30	22,418.30	16,813.73
<b>Total ADMINISTRATION</b>	<b>48,098.09</b>	<b>48,098.09</b>	<b>36,073.57</b>
<b>Advertising</b>			
Advertising Payroll	10,070.30	10,070.30	7,552.73
Meeting Planners	15,588.00	15,588.00	11,691.00
On-Line	28,726.44	28,726.44	21,544.83
Tourism (Print)	6,902.00	6,902.00	5,176.50
<b>Total ADVERTISING</b>	<b>61,286.74</b>	<b>61,286.74</b>	<b>45,965.06</b>
<b>Communications</b>			
Advertising & Sponsorships	510.00	510.00	382.50
Magazines & Maps	460.00	460.00	345.00
Newsletter	2,700.00	2,700.00	2,025.00
<b>Total COMMUNICATIONS</b>	<b>3,670.00</b>	<b>3,670.00</b>	<b>2,752.50</b>
<b>Convention Sales &amp; Service</b>			
Convention Sales & Service Payroll	26,738.08	26,738.08	20,053.56
Sales Calls/Visits/Bids	9,000.00	9,000.00	6,750.00
Convention/Event Servicing	10,000.00	10,000.00	7,500.00
Sports Marketing/Bid Fees	10,000.00	10,000.00	7,500.00
Trade & Travel Shows	5,000.00	5,000.00	3,750.00
<b>Total CONVENTION SALES &amp; SERVICE</b>	<b>60,738.08</b>	<b>60,738.08</b>	<b>45,553.56</b>
<b>Dues, Fees &amp; Subscriptions</b>			
Texas Hotel & Lodging Association Dues	7,000.00	7,000.00	5,250.00
Professional Organization Dues	1,500.00	1,500.00	1,125.00
Public Relations	600.00	600.00	450.00
<b>Total DUES, FEES &amp; SUBSCRIPTIONS</b>	<b>9,100.00</b>	<b>9,100.00</b>	<b>6,825.00</b>
<b>OPERATIONS</b>			
Auto Rental	400.00	400.00	300.00
Computer	1,000.00	1,000.00	750.00
Dues, Fees & Subscriptions	950.00	950.00	712.50
<b>Equipment/Furniture</b>			
Copier Lease	1,050.00	-	-

	2010-2011	2011-2012	9 month 2012
Copies	500.00	1,550.00	1,162.50
Legal & Accounting Payroll	25,114.14	25,114.14	18,835.61
Postage	363.26	363.26	272.45
<b>Repairs &amp; Maintenance</b>			
Lawn Maintenance	1,112.96	1,112.96	834.72
Office Cleaning	3,654.00	3,654.00	2,740.50
Pest Control	419.96	419.96	314.97
Security Services	515.00	515.00	386.25
<b>Supplies</b>			
Office Supplies	1,000.00	1,000.00	750.00
Supplies Kitchen	250.00	250.00	187.50
<b>Telephone</b>			
Land Line	1,394.44	1,394.44	1,045.83
Mobile	2,528.57	2,528.57	1,896.43
Satellite Service	434.07	434.07	325.55
<b>Utilities</b>			
Electricity	4,293.45	4,293.45	3,220.09
Water	462.28	462.28	346.71
<b>Total OPERATIONS</b>	<b>45,442.13</b>	<b>45,442.13</b>	<b>34,081.60</b>
<b>PROFESSIONAL DEVELOPMENT</b>			
<b>PROFESSIONAL DEVELOPMENT-BOARD</b>			
Board Meetings/Retreat	300.00	300.00	225.00
Staff Training	7,000.00	7,000.00	5,250.00
<b>Total PROFESSIONAL DEVELOPMENT</b>	<b>7,300.00</b>	<b>7,300.00</b>	<b>5,475.00</b>
<b>Visitor Center</b>			
Visitor Center Payroll	13,964.96	13,964.96	10,473.72
Visitor Center Services	5,500.00	5,500.00	4,125.00
<b>Collateral Materials</b>			
Brochure Printing	10,000.00	10,000.00	7,500.00
Brochure Development	3,000.00	3,000.00	2,250.00
<b>Total VISITOR CENTER EXPENSES</b>	<b>32,464.96</b>	<b>32,464.96</b>	<b>24,348.72</b>
<b>Total Marketing Budget</b>	<b>268,100.00</b>	<b>268,100.00</b>	<b>201,075.00</b>

## **INTERVIEW PROCESS FOR CANDIDATE**

Upon approval of the contract and budget, Chamber Staff will take the lead to find candidates for the position. Resumes will be evaluated on prior experience. Qualified candidates will be tested for characteristics, aptitude, and ability.

Top candidates will be interviewed by the following:

### **Proposed Interview Team for Final Candidates –**

Carol Artz-Bucek, President/CEO Pearland Chamber of Commerce

Bill Eisen, City Manager

Rushi Patel, Hampton Inn and Member of Advisory Board and 2011 Task Force Team

Alpesh, Candlewood Suites and 2011 Task Force Team Member

Keith Ordeneaux, Pearland ISD and Member of Advisory Board and 2011 Task Force Team

Michelle Smith, Pearland Parks/Recreation and Member of Advisory Board and 2011 Task Force Team

Matt Buchanan, Pearland Economic Development Corporation and Member of 2011 Task Force Team

Final candidates selected by the Interview Team will be invited to a social event with the 2011 Task Force Team and other Council members who wish to attend.

Proposed date to select a candidate is in the First Quarter of 2012.

## 2011 Hotel Occupancy Tax (HOT) Task Force Team

### DION MC GINNIS - FACILITATOR

1	Scott Sherman	Councilmember Sherman	City
2	Susan Sherrouse	Councilmember Sherrouse	City
3	Bill Eisen	City Manager	City
4	Michelle Smith	Parks/Rec	City
5	Matt Buchanan	PEDC	PEDC
6	Carol Artz-Bucek	President	Chamber
7	Russ Wilkins	Chairman	Chamber
8	Alan Mueller	Past-Chairman	Chamber
9	Jim Johnson	Membership Development	Chamber
10	Gary W Bucek	SBDC	Advisory
11	KeithOrdeneaux	Pearland ISD	Advisory
12	Rushi Patel	Hampton Inn	Advisory/Hotel
13	Alpesh Shukla	Candlewood Suites	Hotel
14	Gary Shepherd	Courtyard Marriott	Hotel
15	Yasmin Walji	Hilton Garden Inn	Hotel

DARRIN M. COKER  
CITY ATTORNEY  
TELEPHONE (281) 652-1678

JENIFER K. SMITH  
LEGAL SECRETARY  
TELEPHONE (281) 652-1664  
TELECOPIER (281) 652-1679

NGHIEM V. DOAN  
DEPUTY CITY ATTORNEY  
TELEPHONE (281) 652-1665

LAWRENCE G. PROVINS  
ASSISTANT CITY ATTORNEY II  
TELEPHONE (281) 652-1666

KATIE A. LEININGER  
ASSISTANT CITY ATTORNEY I  
TELEPHONE (281) 997-5918

**PRIVILEGED AND CONFIDENTIAL**  
**ATTORNEY-CLIENT COMMUNICATIONS**

TO: BILL EISEN, CITY MANAGER

FROM: DARRIN M. COKER, CITY ATTORNEY

DATE: JANUARY 4, 2012

SUBJECT: HOT TAX GOVERNANCE

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It is my understanding that the City Council has considered the appointment of a City board to manage and supervise the programs and activities of the Hotel Occupancy Tax Fund ("Tax"). I recently reviewed Section 351.101 of the Texas Tax Code ("Code"), which governs the use of the Tax and how the funds are administered to determine whether or not such a board was authorized by the Code. Specifically, the Code allows a governing body, **by contract**, to delegate to a person, another governmental entity or a private organization, the management and supervision of programs and activities funded with the Tax. As a result, the City could not simply appoint a City board to administer the Tax because such a board would not have contracting authority. In other words, the City does not have the ability to contract with itself. The City could create a private organization, in the form of a 501 (c) 3, or utilize an existing organization, that could contract with the City to oversee the expenditures of the Tax. In the alternative, the City Council could appoint an advisory board that would make recommendations on expenditures of the Tax, and the City Council would retain final authority with respect to expenditures of the Tax. Regardless of the direction selected, this issue represents a policy question for the City Council to consider, and in light of the aforementioned information it might be helpful to seek clarification on this issue before proceeding.

# New Business Item No. 2

2. **CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2012-7** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, APPROVING A BOND ORDER OF BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 6 AUTHORIZING THE ISSUANCE OF APPROXIMATELY \$4,000,000 UNLIMITED TAX REFUNDING BONDS, SERIES 2012. *Darrin Coker, City Attorney.*

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

<b>AGENDA OF: 1-9-12</b>	<b>ITEM NO.:</b> Resolution No. R2012-7
<b>DATE SUBMITTED:</b>	<b>DEPARTMENT OF ORIGIN:</b> Legal
<b>PREPARED BY:</b> Darrin Coker	<b>PRESENTOR:</b> Darrin Coker
<b>REVIEWED BY:</b> NA	<b>REVIEW DATE:</b> 1-2-12
<b>SUBJECT:</b> MUD 6 Bonds	
<b>EXHIBITS:</b> R2012-7; Maturity Schedule	
<b>EXPENDITURE REQUIRED:</b> <b>AMOUNT AVAILABLE:</b> <b>ACCOUNT NO.:</b>	<b>AMOUNT BUDGETED:</b> <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 checked="" type="checkbox"/> Legal <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution	

**EXECUTIVE SUMMARY**

Brazoria County Municipal Utility District No. 6 ("District") is seeking the Council's consent to proceed with the refunding of the District's Series 2001 and 2002 Bonds. The purpose of the refunding is to lower the District's annual debt service. The proposed issuance of refunding bonds would not extend the maturity date of the Bonds beyond the original maturity date, and is expected to result in an estimated savings of \$239,000 for the District.

**RESOLUTION NO. R2012-7**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, APPROVING A BOND ORDER OF BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 6 AUTHORIZING THE ISSUANCE OF APPROXIMATELY \$4,000,000 UNLIMITED TAX REFUNDING BONDS, SERIES 2012.**

**WHEREAS**, the Brazoria County Municipal Utility District No. 6 (the "District") is located within the extraterritorial jurisdiction of the City of Pearland, Texas (the "City"); and

**WHEREAS**, by Resolution No. R 86-7, dated February 10, 1986, the City consented to the creation of the District, and placed certain conditions on the issuance of bonds by the District, including the approval by the City Council of the District's issuance of such bonds; and

**WHEREAS**, the City Council has considered the District's proposed \$4,000,000 Unlimited Tax Refunding Bonds, Series 2012, and has found it to be acceptable; now, therefore,

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

**Section 1.** All of the matters and facts set forth in the preamble hereof are true and correct.

**Section 2.** The bond order of the board of directors of Brazoria County Municipal Utility District No. 6, authorizing the issuance of its \$4,000,000 Unlimited Tax Refunding Bonds, Series 2012, is hereby approved.

**Section 3.** This Resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Pearland and it is accordingly so resolved.

PASSED, APPROVED and ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_, A. D., 2012.

**RESOLUTION NO. R2012-7**

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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



RBC Capital Markets®

Eugene B. Shepherd

Managing Director

Fixed Income Banking

1001 Fannin Street, Suite 1200

Houston, Texas 77002

Phone: (713) 651-3338

Fax: (713) 651-3347

Eugene.Shepherd@rbccm.com

RECEIVED  
DEC 27 2011  
CITY ATTORNEY

December 22, 2011

Mr. Darrin M. Coker  
City Attorney  
City of Pearland  
3519 Liberty Drive  
Pearland, TX 77581

Re: \$4,000,000 (approximate) Brazoria County Municipal Utility District No. 6  
Unlimited Tax Refunding Bonds, Series 2012

Dear Mr. Coker:

At the regular monthly Board of Directors Meeting of the Brazoria County Municipal Utility District No. 6 (the "District"), the Board authorized our firm and Bond Counsel, Schwartz, Page & Harding, L.L.P. to proceed with the details relating to a refunding of the District's Series 2001 and 2002 Bonds. The purpose of the refunding would be to lower the District's total debt service payments.

The District respectfully requests Council's review and approval of the request to issue Series 2012 Refunding Bonds. The Bonds should be sold during the month of January or February, 2012. Review and approval by the Council at the earliest Council meeting would be greatly appreciated.

I am enclosing a summary of the results of the refunding. The reduction in total debt service is approximately \$239,000, which is 5.30% of the Bonds being refunded. The average maturity of the refunding bonds is 5.7 years. The average life of the Bonds being refunded is 5.8 years; therefore, no extension of final maturity.

Thank you very much for your consideration of our request. If you have any questions, please do not hesitate in telephoning me at 713/651-3338.

Sincerely yours,

Eugene B. Shepherd  
Managing Director

EBS/tr

cc: Peter Harding, Schwartz, Page & Harding, L.L.P.  
S. David Smalling

SAVINGS

Brazoria County Municipal Utility District #6  
Proposed 2012 Refunding

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PRELIMINARY

Market Rates as of November 10, 2011

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Date	Prior Debt Service	Refunding Debt Service	Refunding Receipts	Refunding Net Cash Flow	Savings	Present Value to 01/18/2012 @ 3.4570873%
09/01/2012	301,788.75	291,100.00	6,098.75	285,001.25	16,787.50	17,779.15
09/01/2013	506,470.00	480,050.00		480,050.00	26,420.00	25,454.75
09/01/2014	516,545.00	492,950.00		492,950.00	23,595.00	21,952.82
09/01/2015	520,030.00	495,450.00		495,450.00	24,580.00	22,014.38
09/01/2016	522,337.50	498,900.00		498,900.00	23,437.50	20,252.10
09/01/2017	523,200.00	496,900.00		496,900.00	26,300.00	21,879.83
09/01/2018	533,075.00	509,600.00		509,600.00	23,475.00	18,837.14
09/01/2019	536,475.00	512,200.00		512,200.00	24,275.00	18,790.59
09/01/2020	538,650.00	514,000.00		514,000.00	24,650.00	18,406.78
09/01/2021	545,050.00	520,000.00		520,000.00	25,050.00	18,045.63
	5,043,621.25	4,811,150.00	6,098.75	4,805,051.25	238,570.00	203,413.17

Savings Summary

PV of savings from cash flow	203,413.17
Plus: Refunding funds on hand	1,844.70
Net PV Savings	205,257.87

# New Business Item No. 3

3. **CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2012-4** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AWARDING A BID FOR CONSTRUCTION SERVICES ASSOCIATED WITH THE STATE HIGHWAY 35 MITIGATION POND PROJECT. *Mr. Bill Eisen, City Manager.*

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

<b>AGENDA OF:</b> January 9, 2012	<b>ITEM NO.:</b> Resolution No. R2012-4				
<b>DATE SUBMITTED:</b> December 16, 2011	<b>DEPT. OF ORIGIN:</b> Projects				
<b>PREPARED BY:</b> Trent Epperson	<b>PRESENTOR:</b> Bill Eisen				
<b>REVIEWED BY:</b> Mike Hodge	<b>REVIEW DATE:</b> December 21, 2011				
<b>SUBJECT: Award of Construction Contract for State highway 35 Mitigation Ponds</b>					
<b>EXHIBITS: R2012-4; Exhibit A - Bid Tab, Engineer's Recommendation</b>					
<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 checked="" type="checkbox"/> Bonds- Sold <input type="checkbox"/> L/P – Sold <input type="checkbox"/> L/P – To Be Sold					
<b>EXPENDITURE REQUIRED: \$519,211</b> <b>AMOUNT BUDGETED: \$568,663</b> <b>AMOUNT AVAILABLE: \$413,083</b> <b>PROJECT NO.: F50991</b> <b>ACCOUNT NO.: 068-0000-565.03-01</b> <b>ADDITIONAL APPROPRIATION REQUIRED: \$126,128 Transfer from DR2006</b> <b>ACCOUNT NO.: 203-0000-565.03.00</b> <b>PROJECT NO.: DR2006</b>					
<b>To be completed by Department:</b> <table style="width: 100%; text-align: center;"> <tr> <td><b>X Finance</b></td> <td><b>Legal</b></td> <td><b>Ordinance</b></td> <td><b>Resolution</b></td> </tr> </table>		<b>X Finance</b>	<b>Legal</b>	<b>Ordinance</b>	<b>Resolution</b>
<b>X Finance</b>	<b>Legal</b>	<b>Ordinance</b>	<b>Resolution</b>		

**EXECUTIVE SUMMARY**

**BACKGROUND**

During the design phase of State Highway 35, TxDOT and its designer, S&B Infrastructure, Ltd. recognized a need for drainage mitigation that had not been provided in the original planning for the Highway 35 project. In mid-2006 TxDOT requested the assistance of the City to locate and provide drainage mitigation for the project in order to prevent a delay in the letting schedule. In June, 2010 the City joined with BDD4 in an Interlocal Agreement to dedicate a small site on the north bank of Hickory Slough along McHard Road west of Highway 35. A second site was located on a City owned site north of Clear Creek and both were made available for the required mitigation volume. In exchange for this, TxDOT agreed to include some additional amenities in the Highway 35 work; specifically sidewalks on both sides of the roadway, pavers in the borders and medians, landscaping and street lighting, including ornamental lights in the Old Town section of the work.

The City contracted S&B infrastructure to provide design services including wetlands delineation design and Corp permitting of a low water crossing for the ponds. The design was completed in 2011 and bids were accepted on December 8, 2011.

### **SCOPE OF CONTRACT/AGREEMENT**

The Scope of the Contract for Construction includes the standard site preparations and erosion controls and includes requirements for the contractor to acquire an Excavation permit from the City of Houston for the work on the pond north of Clear Creek. Other standard construction items include a total of approximately 25,000 cubic yards of excavation and removal, installation of pipe outfalls and cable stayed articulated block bank protection. The majority of the bid line items are unit price with lump sum items for channel flow diversion pumping, ground and surface water control and clearing and grubbing.

### **BID AND AWARD**

The bids for this project were solicited by way of the City's E-Bid system and include the standard mandatory pre-bid conference which was held November 29<sup>th</sup>. Of the four contractors that attended the pre-bid meeting two, Haddock Construction and Lindsey Construction submitted bids. The Low Bid of \$519,211 was submitted by Lindsey Construction and includes \$21,100 in Extra Work Items that require the Engineer's approval for their use. The Engineer's Estimate was \$630,406.50. See Exhibit A for bid and award recommendation details.

### **SCHEDULE**

The Work is scheduled to begin immediately within ten days of the City's issuance of a Notice to Proceed. The duration of the contract is 120 calendar days from the date of the Notice to Proceed to achieve Substantial Completion.

### **POLICY/GOAL CONSIDERATION**

The project was designed to meet City and Drainage District policies for fill mitigation requirements. The overall SH35 project is related to a 2009-2010 Council Goal to pursue Alternative Transportation Funding. It is funded by Proposition 14 State Bond funds, which could only be used on the project if the City completed the mitigation portion of the project.

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

This project was funded in the 2009 CIP Budget from interest income (cash) earned on Fund 68 Certificates of Obligation. As the project was better defined through the design process and the Engineer's Estimate was updated, it became apparent that the budget was possibly not adequate to cover the entire cost of the project. Instead of budgeting additional funds and issuing new debt, staff decided to not increase the budget before bidding with the intent to transfer existing debt funds from an ongoing project, which would be under budget. The requested transfer of funds to cover the shortfall is from the East Mary's Creek Detention project (Project #DR2006) in the amount of \$126,128. The only Debt Service associated with this project is for the transferred bond funds which were sold in 2009. The future expenditures are for material testing.

Year	To Date	2013	2014	2015	2016	Total
<b>Budget</b>	<b>\$ 568,663</b>					<b>\$ 568,663</b>
Prior Expenditures						
PER						-
Land/ROW						-
Design/Survey	135,236					135,236
Construction	20,344					20,344
FF&E						-
<b>Current Request</b>						
<b>Construction</b>	<b>519,211</b>					<b>519,211</b>
Future Expenditures						
PER						-
Land/ROW						-
Design/Survey						-
Construction	20,000					20,000
FF&E						-
<b>Total Expenditures</b>	<b>\$ 694,791</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 694,791</b>
<b>Remaining Balance</b>	<b>\$ (126,128)</b>					
Debt Sold	126,128					
Debt to Be Sold	-					
<b>Annual Debt Service</b>	<b>9,000</b>	<b>9,000</b>	<b>9,000</b>	<b>9,000</b>	<b>9,000</b>	

### O&M IMPACT INFORMATION

The Hickory Slough site will be maintained by Brazoria Drainage District #4 per the Revised MOU and Interlocal Agreement approved by the City Council on June 14, 2010. The SH35 mitigation site is in Harris County and will be maintained by the City. The mowing maintenance costs are reflected below.

Year	2012	2013	2014	2015	2016
Operation and Maintenance Costs	\$ 766	\$ 766	\$ 766	766	766

### RECOMMENDED ACTION

Staff recommends that Council approve the bid results and award the contract for construction to the low bidder, Lindsey Construction, Inc. in the amount of \$519,211.00 and authorize the City Manager to execute the contract on behalf of the City.

**RESOLUTION NO. R2012-4**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND,  
TEXAS, AWARDING A BID FOR CONSTRUCTION SERVICES  
ASSOCIATED WITH THE STATE HIGHWAY 35 MITIGATION POND  
PROJECT.**

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

**Section 1.** That the City opened bids for construction services associated with the State Highway 35 Mitigation Pond Project, and such bids have been reviewed and tabulated.

**Section 2.** That the City Council hereby awards the bid to Lindsey Construction, in the amount of \$519,211.00.

**Section 3.** The City Manager or his designee is hereby authorized to execute a contract for construction services associated with the State Highway 35 Mitigation Pond Project.

PASSED, APPROVED and ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_,  
A.D., 2012.

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

ATTEST:

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

APPROVED AS TO FORM:

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

CITY OF PEARLAND

BID TABULATION

**Bid Request No.** 1012-03 Addendum 4  
**Title** Fill Mitigation Areas on Clear Creek and Hickory Slough for the SH 35 Project  
 The project will entail the construction of Clear Creek Fill Mitigation Area just west of the TxDOT Drainage Ditch between Beltway 8 in the north and Clear Creek in the south, and Construction of Mitigation Area along Hickory Slough at Mykawa Road  
**Description**  
**Bid Type** Invitation to Bid  
**Open Date** 11/9/2011 3:32:23 PM Central  
**Close Date** 12/8/2011 2:00:00 PM Central

Item No.	Spec Ref.	Item Description	Unit of Measure	Estimated Quantity	Engineers Estimate		Lindsey Construction, Inc.		Haddock Construction Company Inc.	
					Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid
<b>BASE BID ITEMS</b>										
1	01100	Protection of Wetlands along Hickory Slough (all work/materials inclusive-including staking of wetland boundary, fencing (orange barricades), and signage)	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00	\$ 30,000.00	\$ 10,000.00	\$ 10,000.00
2	01505	Mobilization	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 45,000.00	\$ 45,000.00	\$ 16,000.00	\$ 16,000.00
3	01550	Stabilized Construction Access (Type I - Rock)	SY	400	\$ 12.00	\$ 4,800.00	\$ 25.00	\$ 10,000.00	\$ 20.00	\$ 8,000.00
4	01560	Filter Fabric Fence	LF	900	\$ 2.00	\$ 1,800.00	\$ 2.00	\$ 1,800.00	\$ 1.50	\$ 1,350.00
5	01561	Reinforced Filter Fabric Barrier	LF	75	\$ 1.50	\$ 112.50	\$ 3.00	\$ 225.00	\$ 3.00	\$ 225.00
6	01564	Control of Ground and Surface Water	LF	213	\$ 30.00	\$ 6,390.00	\$ 25.00	\$ 5,325.00	\$ 25.00	\$ 5,325.00
7	01564/01100	Channel flow diversion/diversion pumping	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00	\$ 15,000.00	\$ 15,000.00
8	01565	Storm Water Pollution Prevention Plan	LS	2	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 5,000.00	\$ 10,000.00
9	02200	Clearing and Grubbing	LS	2	\$ 2,000.00	\$ 4,000.00	\$ 9,000.00	\$ 18,000.00	\$ 2,500.00	\$ 5,000.00
10	02252	Cement Stabilized Sand (for low water crossing)	Ton	410	\$ 15.00	\$ 6,150.00	\$ 30.00	\$ 12,300.00	\$ 20.00	\$ 8,200.00
11	02532/02630	24" (HDPE Pipe) Storm Sewer and Appurtenances, include all associated work and materials (cement stabilized sand, bedding, backfill, restoration).	LF	85	\$ 50.00	\$ 4,250.00	\$ 65.00	\$ 5,525.00	\$ 65.00	\$ 5,525.00
12	02630	48" diameter culverts (RCP) and Appurtenances, include all associated work and materials (stabilized sand- bedding and backfill	LF	128	\$ 160.00	\$ 20,480.00	\$ 130.00	\$ 16,640.00	\$ 142.00	\$ 18,176.00
13	02710/SS02378	Base Course, include Bullrock	CY	27	\$ 20.00	\$ 540.00	\$ 120.00	\$ 3,240.00	\$ 50.00	\$ 1,350.00
14	02921/SS02921	Hydromulch Seeding and Fertilizing	AC	4	\$ 1,200.00	\$ 4,800.00	\$ 2,000.00	\$ 8,000.00	\$ 1,500.00	\$ 6,000.00
15	02922/SS02921	Sodding, include all associated work and materials.	AC	1	\$ 10,000.00	\$ 10,000.00	\$ 22,000.00	\$ 22,000.00	\$ 15,000.00	\$ 15,000.00
16	13730	Computer and accessories	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00	\$ 7,000.00	\$ 7,000.00
17	Appendix "A"	Cable Stayed Cellular Concrete Blocks, include all work and materials required for installation (including geotextile, excavation and backfill)	SF	6,000	\$ 7.50	\$ 45,000.00	\$ 8.00	\$ 48,000.00	\$ 11.45	\$ 68,700.00
18	Appendix "B"	Turf Reinforcement Mat, include all work and materials required for installation (including excavation and backfill)	SY	400	\$ 3.00	\$ 1,200.00	\$ 12.00	\$ 4,800.00	\$ 3.00	\$ 1,200.00
19	SS02315	Excavation (including cost for haul off and disposal)	CY	24,488	\$ 18.00	\$ 440,784.00	\$ 9.50	\$ 232,636.00	\$ 17.50	\$ 428,540.00
20	SS02315	Backfilling	CY	240	\$ 5.00	\$ 1,200.00	\$ 18.00	\$ 4,320.00	\$ 25.00	\$ 6,000.00
21	SS02378	Riprap (all thickness), include all work and materials required for installation (including excavation and backfill as per SS02316)	SY	120	\$ 40.00	\$ 4,800.00	\$ 40.00	\$ 4,800.00	\$ 37.50	\$ 4,500.00
<b>SUBTOTAL BASE BID ITEMS</b>						\$ 609,306.50		\$ 498,111.00		\$ 641,091.00

**Bid Request No.** 1012-03 Addendum 4  
**Title** Fill Mitigation Areas on Clear Creek and Hickory Slough for the SH 35 Project  
 The project will entail the construction of Clear Creek Fill Mitigation Area just west of the TxDOT Drainage Ditch between Beltway 8 in the north and Clear Creek in the south, and Construction of Mitigation Area along Hickory Slough at Mykawa Road  
**Description**  
**Bid Type** Invitation to Bid  
**Open Date** 11/9/2011 3:32:23 PM Central  
**Close Date** 12/8/2011 2:00:00 PM Central

Item No.	Spec Ref.	Item Description	Unit of Measure	Estimated Quantity	Engineers Estimate		Lindsey Construction, Inc.		Haddock Construction Company Inc.	
					Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid
<b>EXTRA ITEMS</b>					(2)		(2)		(2)	
22	02252	Extra Cement Stabilized Sand	Ton	200	\$15.00	\$3,000.00	\$15.00	\$3,000.00	\$15.00	\$3,000.00
23	02710	Extra Base Course	CY	100	\$6.00	\$600.00	\$6.00	\$600.00	\$6.00	\$600.00
24	02921/SS02921	Extra Hydromulch Seeding	AC	1	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
25	Appendix "A"	Extra Cable Stayed Cellular Concrete Blocks	SF	400	\$7.50	\$3,000.00	\$7.50	\$3,000.00	\$7.50	\$3,000.00
26	SS02315	Extra Excavation (including cost for haul off and disposal)	CY	100	\$18.00	\$1,800.00	\$18.00	\$1,800.00	\$18.00	\$1,800.00
27	SS02315	Extra Backfill	CY	100	\$5.00	\$500.00	\$5.00	\$500.00	\$5.00	\$500.00
28	SS02378	Extra Riprap (all thickness)	SY	100	\$40.00	\$4,000.00	\$40.00	\$4,000.00	\$40.00	\$4,000.00
SUBTOTAL EXTRA ITEMS						\$ 14,100.00		\$14,100.00		\$ 14,100.00
<b>ALLOWANCES</b>					(1)		(1)		(1)	
29	01100	Permits	LS	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
30		Utility Reimbursements	LS	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
31	01100	Restoration/Maintenance of Earthen Swale	LS	1	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
SUBTOTAL EXTRA ITEMS						\$ 7,000.00		\$ 7,000.00		\$ 7,000.00
<b>TOTAL</b>						<b>\$ 630,406.50</b>		<b>\$519,211.00</b>		<b>\$ 662,191.00</b>

Footnotes for Tables in Exhibit A:

- (1) Fixed Unit Price determined prior to Bid. Cannot be adjusted by the Bidder.
- (2) Minimum Bid Price determined prior to Bid. Can be increased by the Bidder by crossing out the Minimum and noting revised price on the line above.
- (3) Maximum Bid Price determined prior to Bid. Can be decreased by Bidder by crossing out the Maximum and noting revised price on the line above.

Mr. Trent Epperson, P.E.  
Director,  
Projects Department,  
City of Pearland,  
3519 Liberty Drive,  
Pearland, Texas 77581-5416

December 20, 2011

Attn: Cuong Le, CAPM  
Project Manager, Projects Department

Subject: Fill Mitigation Areas on Clear Creek and Hickory Slough for the SH 35 Project  
Construction Contract Recommendation Letter  
City of Pearland, Project No. F50991; Bid No. 1012-03

Dear Mr. Epperson:

Bids were received by the City of Pearland on Thursday, December 8, 2011 for the Fill Mitigation Areas on Clear Creek and Hickory Slough for the SH 35 Project (F50991, Bid No. 1012-03) from Haddock Construction Company, Inc., and Lindsey Construction, Inc. The Bidders and their bid amounts (low to high) were as follows:

Bidder	Base Bid	Total with Extra Items and Allowances
Lindsey Construction, Inc.	\$498,111.00	\$519,211.00
Haddock Construction Company, Inc.	\$641,091.00	\$662,191.00
<b>Average Bid</b>	<b>\$569,601.00</b>	<b>\$590,701.00</b>
Engineers Estimate	\$609,306.50	\$630,406.50

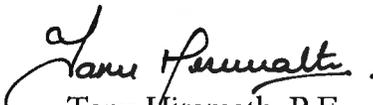
The Bids were reviewed and no changes, errors or omissions were found that would alter the order of the bidders listed above.

The apparent low bid of \$519,211 (consisting of Base Bid: \$498,111.00, Extra Items: \$14,100.00, and Allowances: \$7,000.00) was submitted by Lindsey Construction, Inc. The low bid is 12% lower than the Average Bid and 18% lower than the Engineers Estimate.

The Bid Item that significantly influenced the difference in bid was Item No. 19, Excavation (including cost of haul off and disposal). Engineers estimate had factored in the cost of hauling and disposal. Our estimate for this line item did not take into consideration a potential buyer for the purchase of the excavated material. The unit price for this line item as per Engineers Estimate was \$18.00, Haddock Construction Company, Inc., was \$17.50, and Lindsey Construction, Inc., was \$9.50.

Based on their previous performance on City of Pearland Construction Project, and information on their performance obtained from other sources, S&B has determined that Lindsey Construction, Inc., is a responsible bidder in good standing. Other sources included reference from Alfred E. Lentz (713-839-8900) who represents Brazoria Drainage District No. 4 and Galveston County Consolidated Drainage District as the District Engineer, and information on Internet. Therefore, it is our recommendation that the project be awarded to Lindsey Construction, Inc., as the lowest bidder with the bid of \$519,211.00.

Sincerely,  
S&B Infrastructure, Ltd.



Tanu Hiremath, P.E.,  
Project Manager.

# New Business Item No. 4

4. **CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2011-160** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ENTER INTO AN ELECTION SERVICES AGREEMENT WITH BRAZORIA COUNTY. *City Manager, Bill Eisen.*

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

<b>AGENDA OF:</b>	January 9, 2012	<b>ITEM NO.:</b>	Resolution No. R2011-160
<b>DATE SUBMITTED:</b>	January 4, 2012	<b>DEPT. OF ORIGIN:</b>	City Secretary's Office
<b>PREPARED BY:</b>	Young Lorfing	<b>PRESENTOR:</b>	Bill Eisen, City Manager
<b>REVIEWED BY:</b>	Bill Eisen	<b>REVIEW DATE:</b>	1/4/12
<b>SUBJECT:</b> Contract for election services with Brazoria County for the January 14, 2012 Special Runoff Election.			
<b>EXHIBITS:</b> Resolution R2011-160, Exhibit "A" Contract			
<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> \$11,708.40 (est.)		<b>AMOUNT BUDGETED:</b> \$11,708.40	
<b>AMOUNT AVAILABLE:</b> \$11,708.40		<b>PROJECT NO.:</b>	
<b>ACCOUNT NO.:</b> 010-1050-555.15-00			
<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**

This contract is for election services for a Special Runoff Election – to City Council Position No. 5. This contract is the same used in previous elections and approved by the Legal Department.

According to the Election Code Sec. 31-096, local entities have nontransferable functions. An election services contract may not change:

- (1) the authority with whom applications of candidates for a place on the ballot are filed;
- (2) the authority with whom documents are filed under Title 15; or

- (3) the authority to serve as custodian of voted ballots or other election records, except that a contract with a political subdivision other than a city may provide that the county election officer will be the custodian of voted ballots.

The Brazoria County Contract provides in Section XI the County Clerk is appointed general custodian of voted ballots and all records of the Election.

The other duties as required by the Election Code will be conducted by the City Secretary's Office.

The amount of the proposed cost of this election is an estimate. It may increase or decrease depending on the number of entities participating. The estimate is based on the entities holding a Runoff Election.

### **SCOPE OF CONTRACT**

Conduct Election Services for the January 14, 2012 Special Runoff Election.

### **BID AND AWARD**

N/A

### **SCHEDULE**

**Early Voting January 3 – 10, 2012**

Election Day January 14, 2012

### **POLICY/GOAL CONSIDERATION**

Conduct the election within the scope of the law.

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

The two-runoff elections will have a financial impact on the Election Budget for May 2012 and a possible Special Runoff Election in June 2012.

### **O&M IMPACT INFORMATION**

Fiscal Year	2012	2013	2014
\$11,708 (estimate)	N/A	N/A	N/A

### **RECOMMENDED ACTION**

Consider the Resolution and approve the contract to authorize Brazoria County to conduct the Special Runoff Election to elect City Councilmember Position No. 5

**RESOLUTION NO. R2011-160**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ENTER INTO AN ELECTION SERVICES AGREEMENT WITH BRAZORIA COUNTY.**

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

**Section 1.** That certain election services agreement by and between the City of Pearland and Brazoria County, 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 an election services agreement with Brazoria County.

PASSED, APPROVED and ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2012.

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

ATTEST:

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

APPROVED AS TO FORM:

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

THE STATE OF TEXAS  
COUNTY OF BRAZORIA

## **JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES**

THIS CONTRACT by and between THE CITY OF PEARLAND, acting by and through the governing body of hereinafter referred to as "Political Subdivision", and Joyce Hudman, County Clerk of Brazoria County, Texas, hereinafter referred to as "County Clerk", and by authority of section 31.092(a), Texas Election Code, for the conduct and supervision of the Political Subdivisions election to be held on January 14, 2012.

### *RECITALS*

Political Subdivision is holding a Municipal Election (at the expense of Political Subdivision) on January 14, 2012.

The County owns an electronic voting system, the Hart InterCivic eSlate Voting System (Version 6.1), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

### **I. ADMINISTRATION**

The parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this agreement. The County Clerk of Brazoria County shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Political Subdivision agrees to pay Brazoria County for equipment, supplies, services, and administrative costs as provided in this agreement. The County Clerk shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The County Clerk shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that Brazoria County and the County Clerk may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. Political Subdivision agrees that Brazoria County may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall share a joint ballot

on the county's electronic voting system at the applicable polling places. In such cases, costs shall be divided among the participants.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

## II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Political Subdivision's governing body, charter, or ordinances. With reference to publications, the "County Clerk" will publish the "Notice of Tabulation Testing", but the "Political Subdivision" will publish the "Notice of Election."

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the County Clerk Elections Office. The Political Subdivision will be responsible for making the preclearance request to the U. S. Department of Justice for this "Special Election".

## III. VOTING LOCATIONS

The County Clerk's Election Office and the Political Subdivision shall select and arrange for the use of and payment for all election day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by the county. In the event a voting location is not available, the Elections Department will arrange for use of an alternate location with the approval of the Political Subdivision.

If polling places for the January 14, 2012 Special Election are different from the polling place(s) used by Political Subdivision in it's most recent election, Political Subdivision agrees to post a notice no later than January 13, 2012, at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the January 14, 2012 election.

## IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Brazoria County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code. The County Clerk shall make emergency appointments of election officials if necessary. Upon request by the County Clerk, Political Subdivision agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

The Elections Department shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The County Clerk shall arrange for the training and compensation of all election judges and clerks. The Elections Department shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Department notifying him of his appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge will receive compensation at an hourly rates of \$12.00. Each election clerk will receive compensation at an hourly rate of \$10.00. The election judge will receive an additional sum of \$25.00 for picking up the election supplies prior to election day and for returning the supplies and equipment to the central counting station after the polls close

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of the County or Political Subdivision. No statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the County or Political Subdivision, and no election personnel shall be entitled to the rights, privileges, or benefits of County or Political Subdivision employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of the County or Political Subdivision, unless considered a county employee as determined by the Brazoria County Human Resources Department.

## V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Department shall arrange for all election supplies and voting equipment including, but not limited to official ballots, sample ballots, voter registration lists, and all forms, signs and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Department shall provide the necessary voter registration information, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election. If special maps are needed for a particular Political Subdivision, the Election Department will order the maps and pass that charge on to that particular Political Subdivision.

Political Subdivision shall furnish the County Clerk a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). This list shall be delivered to the Elections Department as soon as possible after ballot positions have been determined by each of the participating authorities. Each participating

authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

## VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the County Clerk as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Political Subdivision agrees to appoint the County Clerk's permanent county employees as deputy early voting clerks. The participating authorities further agree that each Early Voting Location will have an "Officer in Charge" that will receive compensation at an hourly rate of \$12.00. The clerks at each location will receive compensation at an hourly rate of \$10.00..

As Early Voting Clerk, the County Clerk shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Political Subdivision shall be forwarded immediately by fax or courier to the Elections Department for processing.

The Elections Department shall, upon request, provide the Political Subdivision a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

## VII. EARLY VOTING BALLOT BOARD

Brazoria County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Department, shall appoint two or more additional members to constitute the EVBB. The Elections Department shall determine the number of EVBB members required to efficiently process the early voting ballots.

## VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The County Clerk shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	Janice Evans
Alternate Counting Station Manager:	Brandy Pena
Tabulation Supervisor:	Susan Cloudt
Alternate Tabulation Supervisor:	Brandy Pena
Presiding Judge:	Bonnie Farrer
Alternate Presiding Judge:	Dottie Cornett

The Elections Department will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The Elections Department shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

The Elections Department shall submit all Political Subdivision's precinct by precinct returns to the Texas Secretary of State's Office electronically.

#### IX. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on the cost per polling place. Costs for polling places shared by County, Political Subdivision, and other political subdivisions shall be divided equally among the participants utilizing that polling place.

It is agreed that the normal rental rate charged for the County's voting equipment used on election day shall be divided equally among the participants utilizing each polling location.

#### X. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code, or should it be later ruled that the election is not needed. Political Subdivision is fully liable for any expenses incurred by Brazoria County on behalf of Political Subdivision. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses.

#### XI. RECORDS OF THE ELECTION

The County Clerk is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the County Clerk or at an alternate facility used for storage of county records. The Elections Department shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the County Clerk shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the

responsibility of each participating authority to bring to the attention of the County Clerk any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

## XII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the County Clerk, and that the County Clerk shall serve as Recount Supervisor and the Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Department agrees to provide advisory services to the District as necessary to conduct a proper recount and cost of the recount depends on the size of the election and number of precincts to be recounted.

## XIII. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the County Clerk may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.

2. The County clerk shall file copies of this document with the Brazoria County Treasurer and the Brazoria County Auditor in accordance with Section 31.099 of the Texas Election Code.

3. In the event that legal action is filed contesting Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the County Clerk, and additional election personnel as necessary.

4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.

5. The parties agree that under the Constitution and laws of the State of Texas, neither Brazoria County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.

6. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas.

7. In the event of one of more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

9. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.

10. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

#### XIV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that Political Subdivision's obligation under the terms of this agreement shall be \$11,708.40. . Political Subdivision agrees to pay to Brazoria County the total amount due within 30 day after the final bill is received. The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated after the January 14, 2012.

IN TESTIMONY HEREOF, this agreement, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

(1) It has on the \_\_\_\_\_ day of \_\_\_\_\_, 2011 been executed on behalf of Brazoria County by the County Judge or the County Clerk pursuant to the Texas Election Code so authorizing;

(2) It has on the \_\_\_\_\_ day of \_\_\_\_\_, 2011 been executed on behalf of the Political Subdivision by its Presiding Officer or authorized representative, pursuant to an action of the Political Subdivision so authorizing;

BRAZORIA COUNTY

By \_\_\_\_\_  
Joyce Hudman, County Clerk

ATTEST:

POLITICAL SUBDIVISION

\_\_\_\_\_  
By \_\_\_\_\_  
Presiding Officer or Authorized Representative  
City of Pearland

# JANUARY 14, 2012 ELECTION

## PROPOSED COST FOR CITY OF PEARLAND SPECIAL ELECTION ON JANUARY 14, 2012

		<b>CHARGE</b>
Programming	\$300.00	
Tabulations	\$150.00	
Estimated Overtime	\$0.00	
Subtotal	\$450.00	
Election Service Fee (10%)	\$45.00	
<b>Subtotal for Other Charges</b>	<b>\$495.00</b>	<b>\$495.00</b>
Pct. Number	Pct. Cost	
46	\$1,391.50	
59	\$1,391.50	
64	\$1,391.50	
76	\$1,391.50	
<b>Total for Voting Locations</b>	<b>\$5,566.00</b>	<b>\$5,566.00</b>
<b>Early Voting - Westside Event Center</b>	<b>\$2,719.20</b>	<b>\$2,719.20</b>
<b>Early Voting - JP3 Courtroom</b>	<b>\$2,719.20</b>	<b>\$2,719.20</b>
<b>Early Voting Ballot Board and Counting Station Judge</b>		<b>\$40.00</b>
<b>Publish Notice of L&amp;A (Pearland Reporter News)</b>		<b>\$150.00</b>
<b>Election Service Fee on Judge and Notice</b>		<b>\$19.00</b>
<b>TOTAL ESTIMATED COST</b>		<b>\$11,708.40</b>













# New Business Item No. 5

5. **CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2012-2** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AUTHORIZING A CONTRACT FOR MASS NOTIFICATION SERVICES. *City Manager, Bill Eisen.*

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

<b>AGENDA OF:</b>	January 9, 2012	<b>ITEM NO.:</b>	Resolution No. R2012-2
<b>DATE SUBMITTED:</b>	December 27, 2011	<b>DEPT. OF ORIGIN:</b>	Finance
<b>PREPARED BY:</b>	Bob Pearce	<b>PRESENTOR:</b>	Bill Eisen
<b>REVIEWED BY:</b>	Bill Eisen	<b>REVIEW DATE:</b>	1/3/12
<b>SUBJECT:</b> Award of Bid for Purchase of Mass Notification Services			
<b>EXHIBITS:</b> Resolution #R2012-			
<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> \$24,500 for FY2012 and \$73,500 in total (for 3 year service agreement)			
<b>AMOUNT BUDGETED:</b> \$45,176 (FY12 Budget)			
<b>AMOUNT AVAILABLE:</b> \$28,954.48		<b>PROJECT NO.:</b>	
<b>ACCOUNT NO.:</b> 010-2350-555-11-00			
<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 type="checkbox"/> Legal	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution

**EXECUTIVE SUMMARY**

**BACKGROUND**

Since 2008, the City has utilized a mass notification system provided by Blackboard Connect for communicating emergency messages to citizens in a timely manner. The information for citizens includes precautions and instructions to follow during and after emergency events, as well as advance information regarding road closures and/or utility interruptions. The annual cost for this service has been \$65,176.00. As the agreement for this service approaches its expiration in January, 2012, City staff developed specifications for an RFP to determine if more cost-effective means could be identified to convey emergency information.

## **SCOPE OF CONTRACT**

Provision, maintenance, and support of a mass notification system for use by the City of Pearland at the annual fee amount reflected below, with a three (3) year term.

## **BID AND AWARD**

A total of eight (8) proposals were received in response to the specifications of RFP#0811-42. An evaluation team comprised of personnel representing the Emergency Management, Public Works and Public Affairs divisions (the most prevalent users of the system) ranked all proposals based on the following criteria: firm's experience and quality of references, competitiveness of cost for required services, completeness and depth of proposal, ease of use and operability of system, installation and implementation process, and availability of 24/7 access to the system by authorized City personnel.

The four (4) top-ranked respondents were interviewed by the evaluation team, with each providing a system demonstration and fielding questions from the team. After the interviews, the evaluation team was asked to independently provide rankings of the finalists to Purchasing for ordinal scoring. The rankings received from the five (5) evaluation team members yielded the following overall rankings, with the top ranking representing the best value to the City:

- 1) Everbridge
- 2) First Call
- 3) DeltAlert
- 4) Blackboard Connect

In the view of the evaluation team, the Everbridge product rose above the other finalists in the following areas:

- The Everbridge system utilizes a calling protocol (with priority order determined by citizen user) which immediately stops outgoing message attempts to an individual as soon as a message delivery is confirmed, eliminating nuisance "shotgun" messages sent to all devices registered by citizen users (as proposed by the 2<sup>nd</sup>-ranked proposer, First Call).
- Everbridge offers an AccuWeather alerting system, which can be provided to as many City staffmembers as desired (with capability for them to forward on to constituents as prudent and/or requested by registered citizens) at an annual cost of \$2,500 – this is deemed by the evaluation team to be a less intrusive option than the automatic National Weather Service alerts which are offered by the other proposers. Utilizing this feature will eliminate the need for the current Impact Weather subscription which the City holds at an annual cost of \$5,000.
- Everbridge utilizes the NAVTEQ mapping system, which is more frequently updated and more reliable than the Google or Bing mapping offered by the other proposers. NAVTEQ is widely viewed as the leader in GPS mapping systems.
- The Everbridge system offers a conference bridge which can add multiple users to a conference call with a single message alert, eliminating the time-consuming process previously used which requires individual users to dial in with an access code for a conference call at a pre-determined time. The conference bridge will provide for more timely, flexible and fluid communications to take place among critical decision-makers.

- The system security afforded by Everbridge, Inc. is exceptional, as evidenced by a partial list of agencies currently utilizing their notification system: National Institute of Standards and Technology - Federal Security, General Services Administration, Department of Labor, Joint Warfare Analysis Center, Internal Revenue Service, Department of Defense, Office of Inspector General, National Oceanic and Atmospheric Administration, EPA - Office of Emergency Management, and the US Census Bureau.

**SCHEDULE**

Everbridge has indicated that they can activate the system and provide the required City user training within one (1) to two (2) weeks of award.

**POLICY/GOAL CONSIDERATION**

This purchase is contemplated and recommended for the purpose of furthering the City's objective to provide for public health, safety and welfare.

**CURRENT AND FUTURE FUNDING /FINANCIAL IMPACTS**

Funding for the purchase of this system will come from the Emergency Management division operating budget.

The annual costs for unlimited messaging capability with each system are provided below (please note that cost is only one component of the overall selection criteria identified in the RFP):

First Call: \$15,987  
 Everbridge: \$22,000 (plus \$2,500 add-on for AccuWeather feature described above)  
 DeltAlert: \$39,500  
 Blackboard Connect: \$55,500

The annual cost of \$24,500 is below the FY2012 budget of \$45,176 and below FY2011 actual of \$65,176.

**O&M IMPACT INFORMATION**

The purchase agreement is for a three (3) year, fixed-fee term, as reflected in the table below.

<b>Fiscal Year</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>
	\$24,500	\$24,500	\$24,500

**RECOMMENDED ACTION**

City Council approval of a resolution awarding a bid for the purchase of mass notification services in the amount of \$24,500 annually, for a three (3) year term (\$73,500 total commitment) to Everbridge, Inc.

**RESOLUTION NO. R2012-2**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND,  
TEXAS, AUTHORIZING A CONTRACT FOR MASS NOTIFICATION  
SERVICES.**

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

**Section 1.** That certain contract for mass notification services, 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 mass notification services.

PASSED, APPROVED and ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_,  
A.D., 2012.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## Everbridge, Inc. Service Agreement

This Service Agreement ("Agreement") is entered into by and between Everbridge Inc. ("Everbridge"), and \_\_\_\_\_ ("Customer"), on \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"). Everbridge and Customer are each hereinafter sometimes referred to as a "Party" and collectively, the "Parties."

THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS GOVERNING THE USE OF EVERBRIDGE'S SERVICE:

1. **DEFINITIONS.** As used herein, the following terms shall have the meanings ascribed to them as set forth below:

"Everbridge Technology" includes, without limitation, the Software, all proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs, and other tangible or intangible technical material or information) made available to Customer through the Service or otherwise in connection with this Agreement. "Applicable Law" means any domestic or foreign law (statutory, common, or otherwise), order, writ, injunction, decree, award, stipulation, ordinance or administrative doctrine, ordinance, equitable principle, code, rule, regulation, executive order, request, or other similar authority enacted, adopted, promulgated, or applied by any Governmental Body, each as amended including, without limitation, the Telephone Consumer Privacy Act (TCPA, 47 USC Section 227) and implementing Federal Communications Rules (47 CFR 64.1200), the CAN-SPAM Act (15 USC Section 7701 et seq.) and the FCC's implementing rules (47 CFR Section 64.3100, with respect to communications to wireless devices) (47 CFR 64.3100), and the Federal Trade Commission's implementing rules (16 CFR Section 316.3, with respect to communications to computers). "AUP" means the Acceptable Use Policy of Everbridge, available at <http://www.everbridge.com/aup>, as may be amended from time to time. "Customer Data" means the names and contact paths for Members, and any and all electronic data provided by Customer to Everbridge in connection with the use of the Service. "Governmental Body" means any legislature, agency, bureau, branch, department, division, commission, court, tribunal, magistrate, justice, multi-national organization, quasi-governmental body, or other similar recognized organization or body of any federal, state, county, municipal, local, or foreign government or other similar recognized organization or body exercising similar powers or authority. "Intellectual Property Rights" means patented or unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

"Member" or "Members" shall mean Customer's employees, agents, representatives, clients, customers, subscribers, members and/or other persons or entities whom Customer may wish to contact using the Service, *provided, however*, that each Member Record, if more than one for any Member, shall be deemed to represent a separate Member for all purposes hereunder. "Member Record" includes, without limitation, the Customer Data for a Member. "Quote" means the description of Services purchased by Customer, subject to the terms and conditions hereof, which is attached hereto as Exhibit A and incorporated herein by this reference. "Software" means the computer source code and object code, including, without limitation, the software, provided or used by Everbridge in connection with the Service provided hereunder. "Users" means Members, Customer's employees, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by Customer (or by Everbridge at Customer's request).

2. **SERVICE.** Subject to the provisions of this Agreement, Everbridge shall provide Customer access to the service utilizing the Software, applications and services that comprise the Everbridge Mass Notification System ("System"), an automated system for delivery of messages to multiple Members via multiple communication paths, and for processing responses thereto, as set forth in the Quote (the "Service"). Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including any new Service, will be subject to the provisions of this Agreement. Everbridge shall make the Service available to Customer pursuant to the terms and conditions set forth in this Agreement. Customer agrees that its purchase of the Service is not contingent upon the delivery of any future functionality or features, nor is it dependent upon any oral or written public comments made by Everbridge with respect to future functionality or features.

### 3. USE OF THE SERVICE.

3.1 **Everbridge Responsibilities.** Everbridge shall: (i) in addition to its confidentiality obligations pursuant to Section 10, not use, edit or disclose to any party other than Customer, the Customer Data, unless otherwise required by a Governmental Body; (ii) use commercially reasonable efforts to provide the Service herein contemplated; (iii) use commercially reasonable efforts to provide support for the Service, except for: any unavailability caused by circumstances beyond Everbridge's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems, and network intrusions or denial of service attacks, in each case, which are not within Everbridge's possession or reasonable control. The Everbridge System delivers messages for supported contact paths to the public / private networks and

carriers, but cannot guarantee delivery of the messages to the recipients. Final delivery of messages to recipients is dependent on and is the responsibility of the designated public / private networks or carriers.

### 3.2 Customer Responsibilities.

(a) Customer is responsible for all activities that occur under Customer's account. Customer shall: (i) provide Everbridge with the Customer Data for Members that Customer and Customer's authorized users want to communicate with using the Service; (ii) provide Everbridge with this Customer Data in a form and format specified by Everbridge, if so required; (iii) have sole and exclusive responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (iv) maintain a copy of all Customer Data it provides to Everbridge; (v) designate certain Users to access and use the Service on Customer's behalf; (vi) ensure that Users shall at all times use the Service in accordance and in compliance with this Agreement, and the AUP, as each may be updated periodically by Everbridge; (vii) prevent unauthorized access to, or use of, the Service, and notify Everbridge promptly of any such unauthorized use and, notwithstanding anything to the contrary in this Agreement, Everbridge shall have no liability for any losses, damages, claims, suits or other actions arising out of or in connection with such unauthorized or improper use of the Service by Customer, Users or Members; and (viii) comply with all Applicable Laws; (ix) cause such number of its employees, as determined by Customer, to undergo initial setup and training, as set forth in the Quote; (x) not cause any disturbances, outages or take any other actions that may adversely affect the Service; and (xi) be responsible for, and/or its Users shall be responsible for, payment of any service fees, text messaging fees, and any other third party fees or expenses, associated or incurred in connection with, the access or use of the Service by Customer and/or its Users. Customer acknowledges that it is solely responsible for the content of any information that it makes available through the Service and that Everbridge will not, except as otherwise expressly herein set forth, monitor Customer or Customer's use of the Service to examine the content passing through it. Notwithstanding anything to the contrary in this Agreement, in no event shall Everbridge be liable to Customer, a Member or any other third party for any failure on the part of Customer to fulfill its responsibilities pursuant to this Section 3.2 and Everbridge expressly disclaims any liability arising therefrom.

(b) Customer agrees to: (i) provide true, accurate, current, up-to-date and complete Customer Data and information about itself; and (ii) maintain and promptly update the Customer Data to keep it true, accurate, current and complete, the failure of which shall not impose or create any liability or obligation on the part of Everbridge. If Customer authorizes Everbridge to do so, Customer's Members will be allowed access to their personal Customer Data to make modifications or changes thereto. If Customer or any Member provides any information that is untrue, inaccurate, not current or incomplete, Customer understands, acknowledges and agrees that any notifications sent utilizing the Service may not reach the intended Member.

(c) Customer may designate up to the number of Users permitted under its account, which corresponds to the level of Service purchased by Customer as set forth in the Quote. Customer shall be responsible for the confidentiality and use of its Users' identifications and passwords. Customer shall be responsible for all electronic communications (including maintenance of Customer Data) and the sending of messages to Members ("Electronic Communications") entered through or under a User's identification and/or password(s). Everbridge will act as though any Electronic Communications sent by Customer shall comply with Applicable Law, and shall have been sent by an authorized User, and shall be permitted to rely thereon for all purposes. Customer agrees to immediately notify Everbridge if it becomes aware of any loss or theft of a User's identification and/or password(s) or any unauthorized use of the Service and/or identification and/or password(s) used in connection therewith.

4. **Use Guidelines.** Customer shall use the Service solely for its internal business purposes as contemplated by this Agreement and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than as contemplated by this Agreement; or (ii) use the Service in violation of the AUP or Applicable Law.

5. **TERM.** This Agreement will commence on the Effective Date and will continue in force for three (3) years.

### 6. TERMINATION; SUSPENSION.

6.1 **Termination by Either Party.** During the Term of this Agreement, either Party may terminate for cause, upon the other Party's failure to meet its contractual obligations contained herein, provided that (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the breach within thirty (30) days following its receipt of such notice (the "Notice Period"); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice to the breaching Party indicating the non-breaching Party's election to terminate this Agreement.

6.2 **Termination, Suspension by Everbridge.** In the event Customer fails to pay any fees or charges within thirty (30) days of the due date, Everbridge may terminate this Agreement and/or the Service, at Everbridge' sole discretion. Termination for non-payment shall not relieve Customer' of its responsibilities under this Agreement including, but not limited to, its obligation to pay the fees accruing under or with respect to this Agreement for periods prior to or following such termination. In furtherance of, and not in limitation of the foregoing, Everbridge may, at its option, suspend the Service or terminate this Agreement, effective upon notice, should Customer's or a User's use of the Service (i) violate the provisions of Section 3.2 hereof, or (ii) in the event Customer fails to pay any fees or charges when due. In the event of a suspension of the Service, Customer's account shall not be reactivated until such time as Customer shall be in compliance with the AUP, Section 3.2 and/or shall have paid all past due amounts, as the case may be, plus Customer shall have paid a reconnection fee of \$1,000.

7. **PRICING.** As consideration for the Service, and subject to the other terms of this Agreement, Customer shall pay the fees set forth in the Quote ("Pricing"). If Customer exceeds the minutes usage and/or Member count as specified in the Quote, then, Everbridge reserves the right to annually review the minutes and Member usage and invoice Customer as necessary at the current rates and Customer shall pay within 30 days of invoice. Fees for professional services, if applicable, shall be set forth in a SOW. Notwithstanding anything to the contrary in Section 5 or elsewhere in this Agreement, the Pricing shall be automatically increased by five percent (5%) for the first Renewal Term following the Initial Term, and for each successive Renewal Term thereafter.

## 8. PAYMENT TERMS; TAXES.

8.1 **Payment.** Unless otherwise set forth in Exhibit A, Everbridge shall invoice Customer in advance for the Initial Term and annually in advance for any Renewal Term. All payments, including, without limitation, fees for professional services, shall be made within thirty (30) days from the date of invoice. If any fee is not paid within thirty (30) days after it is due, in addition to any other rights and remedies that Everbridge may have hereunder (including, without limitation, pursuant to Section 6.2), Everbridge reserves the right to charge interest at a rate of one and one-half percent (1½%) per month or the highest rate allowed by Applicable Law, whichever is lower.

8.2 **Taxes.** Unless otherwise provided for in Exhibit A, or in a SOW, as the case may be, Everbridge's Pricing and fees for professional services do not include any local, state, federal or foreign taxes, levies or duties of any nature ("Taxes"). Customer is responsible for paying all Taxes, excluding only taxes based on Everbridge's income. If Everbridge has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Everbridge with a valid tax exemption certificate authorized by the appropriate taxing authority.

## 9. PROPRIETARY RIGHTS.

9.1 **Grant of License.** Everbridge hereby grants to Customer, during the Term, a non-exclusive, non-transferable right to use the Service, solely for Customer's own internal business purposes, subject to the terms and conditions of this Agreement. Upon suspension of the Service as herein contemplated, or upon termination of this Agreement for any reason, all licensed rights granted to Customer pursuant to this Agreement shall terminate immediately, and Customer shall promptly discontinue all further use of the Service.

9.2 **Restrictions.** Customer will not: (i) copy, modify, port, adapt, translate, localize, reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code of the Software, the Service or any portion thereof for any purposes, including, without limitation, to (x) build a competitive product or service; (y) build a product using similar ideas, features, functions or graphics of the Service; or (z) copy any ideas, features, functions or graphics of the Service; (ii) create derivative works based on the Software, the Service or any portion thereof or merge any of the foregoing with any third party software or services; (iii) remove, obscure or alter any proprietary notices or labels on the Software, or any portion of the Service; (iv) transfer, lease, assign, sublicense, pledge, rent, share, distribute or allow any lien or encumbrance to be placed on the Service or Software or any portions thereof; (v) disclose the results of any performance, functional or other evaluation or benchmarking of the Software or Service; provided, however, Customer may distribute the reports and other data generated by the Service (excluding any Everbridge intellectual property or confidential information included therein); (vi) use the Software, the Service or any portion thereof to provide services to any third party or for the benefit of any third party, including, without limitation, any entity or individual that markets, distributes or provides notification software or services; (vii) create Internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Customer's own intranets or otherwise for its own internal business purposes; (viii) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Service or the Software; or (ix) permit access to the Software, the Service or any portion thereof by any third party other than Customer's Users who (a) are bound by the terms of a written agreement with Customer which will protect Everbridge and its Intellectual Property Rights in a manner no less protective as the terms hereof and

(b) use the Software and the Service solely for the benefit of Customer (each a "Permitted Contractor"). Customer shall be liable to Everbridge for any breach of the terms of this Agreement by any of its Permitted Contractors to the same extent that Customer would be liable hereunder had it committed the same breach.

9.3 **Reservation of Rights.** Other than as expressly set forth in this Agreement, no license or other rights in or to the Everbridge Technology or Intellectual Property Rights therein are granted to Customer, and all such licenses and rights are hereby expressly reserved. In furtherance of, and not in limitation of the foregoing, Everbridge owns all rights, title and interest, including any and all related Intellectual Property Rights, in and to Everbridge Technology and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or a User, relating to the Service. Customer acknowledges and agrees that Everbridge will retain all right, title and interest to bench marking data, abstracted derivative data, transactional, performance data and metadata (but not to Customer Data) related to use of the Service or the Software and the Service which Everbridge may aggregate, benchmark and collect in such a way as to not allow identification of Customer or a User (including Software use optimization and product marketing), provided that such use does not reveal the identity of Customer or Users or specific Software use characteristics that may be identified to Customer (collectively, the "Transactional Data"). This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service, Everbridge Technology or Intellectual Property Rights owned by Everbridge, provided, however, that as between Everbridge and Customer, all Customer Data that is not Transactional Data shall be owned exclusively by Customer.

## 10. CONFIDENTIAL INFORMATION.

10.1 **Definition; Protection.** As used herein, "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected herein and in all Order Forms hereunder), the Customer Data, the Service, the Everbridge Technology and Intellectual Property Rights therein, business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information (except for Customer Data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 10, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate. In furtherance of, and not in limitation of anything set forth in this Section 10 or elsewhere in this Agreement, the terms and conditions of this Agreement shall be Confidential Information of Everbridge.

## 11. WARRANTIES & DISCLAIMERS.

11.1 **Warranties.** Customer represents and warrants that it has the legal power to enter into this Agreement and shall perform the responsibilities required by it pursuant to Section 3.2. By purchasing the Service, Customer authorizes Everbridge to collect, store and process Customer Data subject to the terms of this Agreement. Customer shall ensure that, during use of the Service, Customer shall have a privacy policy that clearly and conspicuously notifies the Members of the way in which Customer Data shall be used. Customer represents and warrants that the collection, storage and processing of such Customer Data, and the use of the Service, as provided in this Agreement, will at all times comply with (i) its own policies regarding privacy and protection of user information; and (ii) all Applicable Laws, including those related to processing, storage, use, reuse, disclosure, security, protection and handling of Customer Data.

11.2 **Disclaimer.** Except as expressly provided herein, Everbridge makes no warranty of any kind, whether express, implied, statutory, or otherwise. Everbridge hereby specifically disclaims all implied warranties, including any warranty of merchantability or fitness for a particular purpose, to the maximum extent permitted by Applicable Law.

12. **PROFESSIONAL SERVICES.** Everbridge may provide professional services to Customer from time to time. Such professional services shall, unless otherwise expressly therein set forth, be provided in accordance with, and subject to, the provisions hereof and any additional terms related thereto which are set forth in a Statement of Work ("SOW").

13. **INDEMNIFICATION.**

13.1 **By Customer.** Customer, to the extent allowed by law, shall defend, indemnify and hold Everbridge harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with any claims, suits or proceedings ("Claims") arising as a result of a breach of this Agreement.

13.2 **By Everbridge.** Everbridge shall defend, indemnify and hold Customer harmless from and against any Claim against Customer, but only to the extent it is based on a Claim that the Service directly infringes an issued patent or other intellectual property right of a country in which the Service is actually provided to Customer. If the Service is held to infringe and the use enjoined, Everbridge shall have the option, at its own expense, to procure for Customer the right to continue using the Service; or replace same with a non-infringing service; or modify such Service so that it becomes non-infringing. Everbridge shall have no liability for any infringement of patents, copyrights, or other intellectual property rights resulting from Customer content, use of the Service other than as specified in relevant Everbridge documentation, or use of the Service with products or services not supplied by Everbridge. Everbridge's indemnification obligations hereunder shall not apply to the extent that any warranty claim or demand for indemnification arises as a result of or is caused by (i) any unauthorized use, reproduction, or distribution of the Service or Software; (ii) any use of the Service or Software in combination with other products, equipment, software, or data not supplied by Everbridge; (iii) any use, reproduction, or distribution of any release of the Service or Software other than the most current release made available to Customer, or (iv) any modification of the Service or Software by any person other than Everbridge.

14. **LIMITATION OF LIABILITY.** In no event shall either Party have any liability to the other Party for any loss of use, interruption of business, or any lost profits, loss of use, costs of procurement of substitute goods or services, or for any indirect, special, incidental, punitive, or consequential damages however caused and, whether in contract, tort or under any other theory of liability, whether or not the party has been advised of the possibility of such damage. Notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, however arising out of or related to this Agreement, whether in contract, tort or under any other theory of liability, exceed amounts actually paid by Customer to Everbridge hereunder during the 12 month period prior to the event giving rise to any liability of Everbridge as contemplated by this Agreement.

15. **MISCELLANEOUS.**

15.1 **Non-Solicitation and Non-Interference.** As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Customer agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge. In the event that Customer hires any such employee (whether as an employee or consultant or otherwise engages the services of such employee), Customer shall pay to Everbridge an amount equal to 100% of the total first-year compensation which Customer pays such individual as a fee, salary, or other compensation.

15.2 **Waiver; Severability.** The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement, or any rights in respect thereof, or the exercise of or failure to exercise by either Party any rights or any of its elections herein provided, shall in no way be considered to be a waiver of such provisions, terms, rights or elections or in any way to affect the validity of this Agreement. If any of the provisions of this Agreement, or portion thereof, are held invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of this Agreement. In such event, the Parties shall negotiate, in good faith, a substitute, enforceable provision which most nearly affects their original intent in entering into this Agreement, failing which the Parties agree that the governmental body, arbitrator, or mediator making such determination shall have the power to modify the provision in a manner consistent with its objectives such that it is enforceable, and/or to delete specific words or phrases, and in its reduced form, such provision shall then be enforceable and shall be enforced.

15.3 **Assignment.** Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned (including an assignment by operation of law), or otherwise transferred, in whole or in part, by Customer, and any such attempted assignment shall be void and of no effect without the advance written consent of Everbridge, such consent not to be unreasonably withheld.

15.4 **Governing Law; Attorney's Fees.** This Agreement shall be governed exclusively by the laws of the State of Texas. The state courts located in Brazoria County, Texas shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each Party hereby consents to the exclusive jurisdiction of such courts. If either Party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs.

15.5 **Notices.** All notices, consents and approvals under this Agreement must be delivered in writing (i) by courier, or (ii) by certified or registered mail, (postage prepaid and return receipt requested), to the other Party at the address set forth below, and will be effective upon receipt or three business days after being deposited in the mail as required above, whichever occurs sooner. Either Party may change its address by giving notice of the new address to the other

Party. Notwithstanding the foregoing, any reports or other deliverables herein set forth or in a Transaction Document may, to the extent practicable, be delivered by Everbridge to Customer by electronic transmission (email) or by facsimile, in addition to the any other means herein provided for. Annual invoices shall be sent to the following Customer's contact and address:

[CUSTOMER ACCOUNT PAYABLE DEPT]  
[ATTENTION]  
[CUSTOMER MAILING OR EMAIL ADDRESS]

15.6 **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

15.7 **Entire Agreement.** This Agreement, the Exhibits, agreements and documents referenced herein and therein, and the AUP, (the "Transaction Documents") constitute the entire agreement between the Parties and supersedes any and all other agreements and understandings between Everbridge and Customer, whether oral or written, with respect to the subject matter hereof. This Agreement and, except as otherwise herein provided for, the Transaction Documents, shall not be modified or amended in any manner except by a writing signed by authorized representatives of both Parties. Nothing contained in a Transaction Document shall, except as otherwise herein provided for, modify any of the express terms or conditions set forth in this Agreement, and if any provision in a Transaction Document conflicts with a provision of this Agreement, such conflict shall be resolved in favor of this Agreement, unless the provision of such Transaction Document expressly provides otherwise.

15.8 **Marketing.** Customer agrees to be referenced as an Everbridge customer in a press release within thirty (30) days of the Effective Date. Expenses related to the creation and distribution of this press release will be borne by Everbridge.

15.9 **Survival.** Sections 1, 3, 4, 5, 6, and Sections 8 through 15 shall survive the expiration or earlier termination of this Agreement.

15.10 **Counterparts.** This Agreement and any Transaction Document may be executed in one or more counterparts, all of which together shall constitute one original document. In lieu of the original, a facsimile transmission or copy of the original shall be as effective and enforceable as the original.

15.11 **Export Compliant.** Neither party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

**IN WITNESS WHEREOF,** the Parties have caused this Agreement to be duly executed as of the date set forth above.

**EVERBRIDGE, INC.**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Address:  
505 N. Brand Blvd., Suite 700  
Glendale, CA 91203

**[NAME OF CUSTOMER]**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Address: \_\_\_\_\_



505 N Brand Blvd, Ste 700  
Glendale CA 91203 USA

t 888.366.4911  
f 818.484.2299

www.everbridge.com

## QUOTATION

Quote Number: 00002925

**Confidential**

1 of 3

Exhibit A

**Prepared for:** Bob Pearce  
City of Pearland, TX  
  
(281) 652-1668  
bpearce@ci.pearland.tx.us

**Quotation Date:** December 29, 2011  
**Quote Expiration Date:** January 31, 2012  
**Contract Period:** 3 Years  
**Payment Terms:** Net 30  
**Rep:** Matthew Ward  
(818) 230-9785  
matthew.ward@everbridgemail.com

### Setup & Implementation

<u>Qty</u>	<u>Product</u>	<u>Sales Price</u>	<u>Extended Price</u>
1	Everbridge SmartGIS for Citizen Alerts Set Up Fee - Unlimited - (up to 37,000 Households/Businesses) 1) Dedicated Implementation Specialist / Project Manager 2) Everbridge SmartGIS administrative setup and configuration 3) Identification and set-up of Organizational Defaults 4) Prototype and demonstration of expected usage and configuration 5) Access to Client Success Self Service Portal including Best Practices Library 6) Initial upload and Geo Coding of a single data source or optional White Page Data if needed 7) Set up and Configuration of 1 Layer -- Onsite Training is an Optional Fee --	\$0.00	\$0.00
1	Aware Set Up Fee (up to 2,500 Members) 1) Dedicated Implementation Specialist / Project Manager 2) Everbridge Aware administrative setup and configuration 3) Identification and set-up of Organizational Defaults 4) Access to Client Success Self Service Portal including Best Practices Library 5) Assistance with Data Management / Upload 6) One custom training session (online) -- Onsite Training is an Optional Fee --	\$0.00	\$0.00

INCLUDED AT NO ADDITIONAL COST WHEN PURCHASED WITH SMART GIS



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t 888.366.4911  
f 818.484.2299

www.everbridge.com

## QUOTATION

Quote Number: 00002925

**Confidential**

2 of 3

Exhibit A

### Annual Subscription

<u>Qty</u>	<u>Product</u>	<u>Sales Price</u>	<u>Extended Price</u>
1	Everbridge SmartGIS for Citizen Alerts Annual Fee - Unlimited - (up to 37,000 Households/Businesses) Plan Inclusions: 1) Unlimited System Use - All Contact Types (phone, email, SMS, fax, IM, pager and other types as supported) 2) Up to 35 Contact Paths Per User 3) Ongoing web training sessions 4) Polling Notifications with Call Transfer and Data Collection 5) Saved shape library 6) Real Time Confirmation of Human Receipt 7) Custom Caller-ID / Sender Email (Variable Per Broadcast) 8) Text to Speech Conversion 9) Stop Broadcast 10) Real Time Message Status Dashboard 11) 100% Custom Ad-Hoc Reporting 12) 24/7 Live Operator / Customer Service 13) 5 Live Operator Access Included With Plan	\$22,000.00	\$22,000.00

1	Aware Annual Fee (up to 2,500 Members) Plan Inclusions: 1) Unlimited Administrators / Group Leaders System Access 2) Unlimited Groups and Sub-Groups 3) All Contact Types (phone, email, SMS, fax, IM, pager and other types as supported) 4) Up to 35 Contact Paths Per User 5) Real Time Confirmation of Human Receipt 6) Polling Notifications 7) Conference Call Notifications 8) Quota Notification 9) Scenario Manager - Pre-plan Multiple Messages in One Scenario 10) Custom Caller-ID / Sender Email (Variable Per Organization) 11) Text to Speech Conversion 12) Message escalation - 3 levels 13) Stop Broadcast 14) Real Time Message Status Dashboard 15) 100% Custom Ad-Hoc Reporting 16) 24/7 Live Operator / Customer Service 17) 5 Live Operator Access Included With Plan	\$0.00	\$0.00
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INCLUDED AT NO ADDITIONAL COST WHEN PURCHASED WITH SMART GIS

### Additional Service Options

<u>Qty</u>	<u>Product</u>	<u>Sales Price</u>	<u>Extended Price</u>
1	AutoWarn & Citizen WeatherAlert Beta Per each defined geographic location (per physical location). National Weather Service warnings with initial notice of issuance and an all-clear. No intermediate updates. Tornado Warning, Tornado Watch, Severe Thunderstorm, Flood and Flash Flood are included in the base package. Additional National Weather Service bulletins can be provided for an additional fee.	\$2,500.00	\$2,500.00



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t 888.366.4911  
f 818.484.2299

www.everbridge.com

## QUOTATION

Quote Number: 00002925

**Confidential**

3 of 3

Exhibit A

### Pricing Summary:

<b>Year 1:</b>	<b>\$24,500.00</b>
<b>Year 2:</b>	<b>\$24,500.00</b>
<b>Year 3:</b>	<b>\$24,500.00</b>
<b>Grand Total:</b>	<b>\$73,500.00</b>

1. Additional rates apply for all international calls.
2. Quote subject to terms & conditions of the Everbridge Services Agreement.
3. Successful delivery of text messages is dependent on the Member's SMS plan.
4. Customer is responsible for acquiring its Members' permission to use, store and download their contact information.
5. Additional annual subscription fees and/or usage fees will apply for Member counts or minute usage amounts beyond the limits outlined above.

Quote is for an ANNUAL UNLIMITED USE system which includes:

Unlimited use – all contact or call types – up to 35 paths per person: Phone (Home, Cell, Work, Other), SMS (SMPP and SMTP), email (multiple accounts per person), Pagers (one way, two way, TAP, Numeric and Alpha Numeric), Fax, IM (Instant Message) TTY/TDD as well as other paths as they become available

Unlimited administrators

Unlimited ongoing training

All system updates

Both Aware for employees and SmartGIS for Citizens

Custom Citizen/Business Opt-in Page design and hosting (provides portal for collecting additional contact paths of citizens and businesses)

Initial upload and Geo Coding of Commercial Phone Data (White Pages)

Annual refresh of Commercial Phone Data

Everbridge is a GSA approved vendor. Everbridge's GSA number is: GS-35F-0692P

There is a 5% pre-pay discount if three years are paid up front

Everbridge definition of a household:

A household is a unique address – as an example 123 Apple Lane.

A household may have more than one member register through the opt-in portal - for example 123 Apple Lane:

Father registered with 6 contact paths (cell phone, work phone, SMS, work email, personal email, fax)

Mother registered with 8 contact paths (work phone, instant messenger, SMS, work email, pager, home phone, cell phone, personal email)

Child registered with 2 contact paths (SMS, cell phone)

These unique profiles are collected through the opt-in and "layered" on top of the original home phone number uploaded with the initial White Page data.

This entire profile still counts as 1 household.

A business counts as 1 "household"

### Authorized by Everbridge:

### To accept this quote, sign, date and return:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

# New Business Item No. 6

- 6. CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2012-9** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AWARDING A BID FOR THE PURCHASE OF PVC PIPE. Mr. Bill Eisen, City Manager.

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

<b>AGENDA OF:</b>	January 9, 2012	<b>ITEM NO.:</b>	Resolution No. R2012-9
<b>DATE SUBMITTED:</b>	January 4, 2012	<b>DEPT. OF ORIGIN:</b>	Finance
<b>PREPARED BY:</b>	Bob Pearce	<b>PRESENTOR:</b>	Bill Eisen
<b>REVIEWED BY:</b>	Jon R. Branson	<b>REVIEW DATE:</b>	January 5, 2011
<b>SUBJECT:</b> Award of Bid for Purchase of PVC Pipe			
<b>EXHIBITS:</b> Resolution #R2012- 9 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> \$54,920		<b>AMOUNT BUDGETED:</b> \$664,600	
<b>AMOUNT AVAILABLE:</b> \$467,801		<b>PROJECT NO.:</b> WA0809	
<b>ACCOUNT NO.:</b> 301-0000-565-03-00			
<b>ADDITIONAL APPROPRIATION REQUIRED:</b>			
<b>ACCOUNT NO.:</b>			
<b>PROJECT NO.:</b>			
<b>To be completed by Department:</b>			
<b>X Finance</b>	<b>X Legal</b>	<b>Ordinance</b>	<b>X Resolution</b>

**EXECUTIVE SUMMARY**

**BACKGROUND**

It is necessary for the City to purchase approximately 4,400 feet of PVC pipe (4,000' of 12", 400' of 8") to facilitate a new Water Utilities project. Public Works personnel will be installing a water line from Dixie Farm Road to the back of the Bellavita and Villa Verde subdivisions to remedy water quality issues in those areas.

**SCOPE OF CONTRACT/AGREEMENT**

Provision and delivery of approximately 4,400 feet of 8" and 12" C-900 PVC pipe to the Public Works Service Center.

**BID AND AWARD**

The City has solicited competitive bids for the necessary pipe – the miscellaneous fittings required for the installation will be procured under the existing fittings bid award to HD Supply. A total of three (3) bids were received in response to the specifications of Bid No. 1212-11. The low bidder, Ferguson

Waterworks, is recommended for award, at the unit costs of: \$13.11 /ft. for 12", and \$6.20/ft. for 8" pipe.

**SCHEDULE**

Delivery time for the pipe is approximately one (1) week. It is anticipated that the new water line installation will be completed by June, 2012.

**POLICY/GOAL CONSIDERATION**

This purchase is contemplated and recommended for the purpose of furthering the City's objective to provide for public health, safety and welfare.

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

Project is funded via cash from water/sewer system revenues. No issuance of debt.

Year	To Date	2013	2014	2015	2016	Total
<b>Budget</b>	<b>\$ 664,600</b>					<b>\$ 664,600</b>
Prior Expenditures						
PER						-
Land/ROW						-
Design/Survey	154,890					154,890
Construction	41,909					41,909
FF&E						-
<b>Current Request</b>						
<b>Construction</b>	<b>54,920</b>					<b>54,920</b>
Future Expenditures						
PER						-
Land/ROW	200,000					200,000
Design/Survey						-
Construction	212,881					212,881
FF&E						-
<b>Total Expenditures</b>	<b>\$ 664,600</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 664,600</b>
<b>Remaining Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Debt Sold	NA					
Debt to Be Sold	NA					
<b>Annual Debt Service</b>	<b>NA</b>					

**O&M IMPACT INFORMATION**

No operating & maintenance impact.

**RECOMMENDED ACTION**

City Council approval of a resolution awarding a bid to Ferguson Waterworks for the purchase of approximately 4,400 feet of PVC pipe at the following unit costs: \$13.11/ft. for 12" and \$6.20/ft. for 8", with a total anticipated expenditure of \$54,920.

**RESOLUTION NO. R2012-9**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND,  
TEXAS, AWARDDING A BID FOR THE PURCHASE OF PVC PIPE.**

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

**Section 1.** That the City opened unit supply bids for the supply of PVC Pipe, and such bids have been reviewed and tabulated.

**Section 2.** That the City Council hereby awards the bid to Ferguson Waterworks, pursuant to the unit prices in Exhibit A.

**Section 3.** The City Manager or his designee is hereby authorized to execute a contract for the purchase of PVC Pipe.

PASSED, APPROVED and ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_,  
A.D., 2012.

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

ATTEST:

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

APPROVED AS TO FORM:

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

BID TABULATION: PIPE FOR BELLAVITA WATERLINE PROJECT  
 BID OPENING DATE: THURSDAY, JANUARY 5, 2012  
 BID NUMBER: 1212-11

Exhibit A

<b>Vendor</b>	Ferguson Waterworks	HD Supply Waterworks	MDN Enterprises
<b>City / State</b>	Houston, TX	Houston, TX	New Caney, TX
<b>Telephone Number</b>	713-433-6098	713-378-0129	281-354-9621
<b>Contact Name</b>	Amanda Champion	Richard Hardy	Cathy Norris
<b>8" C-900 PVC Pipe, Per Specification 02534</b>	\$6.20	\$6.14	\$6.67
<b>Quantity</b>	400 FT	400 FT	400 FT
<b>Total:</b>	\$2,480.00	\$2,456.00	\$2,668.00
<b>Manufacturer Quoted:</b>	Northern Pipe/Mena	North American or JM Eagle	Pipelife Jet Stream
<b>Delivery Time:</b>	1 Week	1 Week	5-7 Working Days
<b>12" C-900 PVC Pipe, Per Specification 02534</b>	\$13.11	\$13.19	\$14.10
<b>Quantity</b>	4,000 FT	4,000 FT	4,000 FT
<b>Total:</b>	\$52,440.00	\$52,760.00	\$56,400.00
<b>Manufacturer Quoted:</b>	Northern Pipe/Mena	North American or JM Eagle	Pipelife Jet Stream
<b>Delivery Time:</b>	1 Week	1 Week	5-7 Working Days
<b>Total of All Lines:</b>	\$54,920.00	\$55,216.00	\$59,068.00