

CITY OF BELLAIRE TEXAS

MAYOR AND COUNCIL

SEPTEMBER 22, 2014

Council Chamber	Regular Session	7:00 PM
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7008 S. RICE AVENUE
BELLAIRE, TX 77401



Mayor

Dr. Philip L. Nauert

Mayor Pro Tem

Amanda B. Nathan

Councilman

James P. Avioli Sr.

Councilman

Pat B. McLaughlan

Councilman

Roman F. Reed

Councilman

Gus E. Pappas

Councilman

Andrew S. Friedberg

Mission Statement:

The City of Bellaire is dedicated to outstanding quality service and facilities to ensure an open, progressive, and secure community.

REGULAR SESSION - 7:00 P.M.

A. Call to Order and Announcement of a Quorum - Dr. Philip L. Nauert, Mayor.

B. Inspirational Reading and/or Invocation - Gus E. Pappas, Councilman - Position No. 3.

C. Pledges to The Flags - Gus E. Pappas, Councilman - Position No. 3.

1. U.S. Pledge of Allegiance.

I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all.

2. Pledge to the Texas Flag.

Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.

D. Approval or Correction of Minutes:

1. Minutes of the Public Hearing of the Bellaire City Council - September 8, 2014:

Consideration of and possible action on the adoption of the minutes of the Public Hearing of the City Council of the City of Bellaire, Texas, dated Monday, September 8, 2014.

Mayor and Council - Public Hearing - Sep 8, 2014 6:00 PM

2. Minutes of the Regular Session of the Bellaire City Council - September 8, 2014:

Consideration of and possible action on the adoption of the minutes of the Regular Session of the City Council of the City of Bellaire, Texas, dated Monday, September 8, 2014.

Mayor and Council - Regular Session - Sep 8, 2014 7:00 PM

E. Personal/Audience Comments.

In order to address the City Council, please complete a "Speaker Form" (located at the entrance to the Council Chamber), and turn in the form to City Clerk Tracy L. Dutton prior to commencement of the meeting. Speakers are limited to five (5) minutes.

The purpose of this item is to allow citizens or other interested parties an opportunity to address City Council on agenda issues and on non-agenda issues that are a matter of the jurisdiction of the City Council (i.e., City policy and legislative issues). Non-agenda issues regarding daily operational or administrative matters should be first dealt with at the administrative level by calling City Hall at (713) 662-8222 during business hours.

[Note: State law will not permit the City Council to fully discuss, debate, or consider items that are not on the agenda. Items that cannot be referred to the City Staff for action *may* be placed on the agenda of a future City Council Session.]

F. Reports:**1. City Manager's Report:**

City Manager's Report dated September 22, 2014, regarding plans for upcoming meetings of the City Council.

(Requested by Paul A. Hofmann, City Manager)

2. National Night Out Presentation:

Chief of Police Byron Holloway will provide a presentation to members of City Council regarding "National Night Out" to be held in Bellaire, Texas, during the evening of Tuesday, October 7, 2014.

(Requested by Byron Holloway, Police Department)

G. New Business:**1. Adoption of Ordinance(s)/Resolution(s):**

- a. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, appointing Christopher T. Gore as Deputy Assistant City Attorney for the City of Bellaire, Texas, for a two-year term commencing on October 1, 2014, and ending on September 30, 2016, for the purpose of serving as a Deputy Prosecutor in the Municipal Court of the City of Bellaire, Texas.

(Requested by Tracy L. Dutton, City Clerk)

- b. Consideration of and possible action on a recommendation from the Department of Parks, Recreation and Facilities to award a contract for janitorial services to TIBH Industries through the utilization of Chapter 122, Texas Council on Purchasing From People with Disabilities, in an amount not to exceed \$181,280.28 and on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the City Manager of the City of Bellaire, Texas, to execute, for and on behalf of the City of Bellaire, Texas, a Standard Form of Agreement with TIBH Industries for said services in an amount not to exceed \$181,280.28.

(Requested by Karl Miller, Facilities Management)

- c. Consideration of and possible action on a recommendation from the Director of Parks, Recreation and Facilities to enter into a contractual agreement with Pierce Goodwin Alexander and Linville to provide Architectural and Engineering Design Services for the Municipal Facilities Project, design services to create a pedestrian friendly South Rice Avenue corridor, concept designs for a signature corner at South Rice Avenue and Jessamine, and conceptual designs for the Bellaire Library in an amount not to exceed \$827,000.00 for basic design services, itemized additional services not to exceed \$12,000.00 and reimbursable expenses not to exceed \$30,000.00, for a total amount not to exceed \$869,000.00.

(Requested by Karl Miller, Facilities Management)

- d. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, amending Ordinance No. 02-061, duly approved and adopted by the City Council of the City of Bellaire, Texas, on September 16, 2002, for the purpose of granting a residential planned development to be known as "The Park at Bellaire" located in the 100 block of White Drive, Bellaire, Texas, in the Loop 610 Zoning District, to include the creation of two additional residential lots on a 0.19 acre site currently addressed as 129 White Drive, Bellaire, Texas.

(Requested by John McDonald, Community Development)

- e. Consideration of and possible action on the adoption of an ordinance approving and authorizing the City Manager of the City of Bellaire, Texas, to enter into an Interlocal Agreement with the City of Houston, Texas ("Houston"), and the Harris County Metropolitan Transit Authority ("METRO"), for cooperative purchasing and other matters related to the procurement of goods and services.

(Requested by Brant Gary, Public Works)

2. Item for Individual Consideration:

Discussion, consideration, and possible action on a request from Councilman James P. Avioli, Sr., to develop and adopt a method of appointment of membership, number of members, charge, and implementation of the Ad Hoc Committee established by City Council on September 8, 2014, to serve in an architectural advisory capacity to City Council regarding the development of the new City Hall and other new City facilities.

(Requested by Tracy L. Dutton, City Clerk)

H. Items for Future Agendas; Community Interest Items from the Mayor and City Council.

[Note: It is the intent of this item to provide any member of City Council the opportunity to request to place new items on the agenda of the next Regular Meeting of City Council pursuant to Article 4, Order of Business, Section A, Agenda, of the Rules of Procedure of the City Council of the City of Bellaire, Texas, 2012-2014, and/or to make a report about items of community interest. Community interest items may include expressions of thanks, congratulations, or condolences; information regarding holiday schedules; honorary recognition of City officials, employees, or other citizens or entities; reminders of upcoming events sponsored by the City or another entity that is scheduled to be attended by a City official or City employee; and/or announcements involving an imminent threat to the public health and safety of the citizens of Bellaire that has arisen after the posting of the agenda.]

I. Adjourn.



CITY OF BELLAIRE TEXAS

MAYOR AND COUNCIL

SEPTEMBER 8, 2014

Council Chamber

Public Hearing

6:00 PM

7008 S. RICE AVENUE
BELLAIRE, TX 77401

SPECIAL SESSION (PUBLIC HEARING) - 6:00 P.M.

A. Call to Order and Announcement of a Quorum - Dr. Philip L. Nauert, Mayor.

Dr. Philip L. Nauert, Mayor, called the City Council of the City of Bellaire, Texas, to order at 6:04 p.m. on Monday, September 8, 2014. All members of City Council were present as set forth below.

Name	Title	Status	
Nauert	Mayor	Present	
B. Nathan	Mayor Pro Tem	Present	
. Reed	Councilman	Present	
Avioli Sr.	Councilman	Present	
appas	Councilman	Present	
Laughlan	Councilman	Present	
S. Friedberg	Councilman	Present	
hofmann	City Manager	Present	
Dutton	City Clerk	Present	
Donald	Director	Present	

B. Reading of the Notice of Public Hearing - Tracy L. Dutton, City Clerk.

Tracy L. Dutton, City Clerk, read the "Notice of the Public Hearing" into the record. Following that reading, City Clerk Dutton advised that the "Notice of Public Hearing" was published in the legal notices section of the Southwest News and posted on the City's website and official bulletin board on Tuesday, August 19, 2014. City Clerk Dutton noted that 28 properties were located within 200 feet of the site of the planned development amendment. Thirty-five notices were mailed to property owners of record, as well as possible tenants.

C. Summary of Public Hearing Procedures - Paul A. Hofmann, City Manager.

Paul A. Hofmann, City Manager, summarized the public hearing procedures for the evening.

D. Presentation:

Application and request submitted by Lee Hampton for an amendment under Chapter 24, Planning and Zoning, Article VI, Amendatory Procedure, of the Code of Ordinances of the City of Bellaire, Texas, by amending a planned development located in the 100 block of White Drive, Bellaire, Texas, and more commonly known as "The Park at Bellaire" (PD-22 granted under Ord. No. 02-061 and amended by Ord. No. 12-020), to include an additional 0.19 acre site currently addressed as 129 White Drive, Bellaire Texas, in the Loop 610 Zoning District.

Lee Hampton, Resident of Bellaire and Applicant, provided an overview of his application and request for an amendment to the planned development known as "The Park at Bellaire" (PD-22). He noted that White Drive was the first street on the left-hand side as one was traveling inside Loop 610 on Bellaire Boulevard. The street was currently comprised of 27 homes. All but one of the homes was in conformance with the homes Mr. Hampton proposed to build.

The existing planned development, PD-22, was approved in 2002 and included all but 2-3 lots whose owners decided not to become part of the planned development at that time. Since that time, City Council approved the addition of 124 White Drive into PD-22 in July of 2012 (unanimous vote). Mr. Hampton noted that his proposal simply mimicked what was done on 124 White Drive. His application would take 129 White Drive and subdivide it into two lots for the construction of two single-family residences on those two subdivided lots.

Mr. Hampton continued and advised that the proposed residences were in conformance with the other homes located in PD-22 with respect to setbacks (20 feet from the street, three-foot side setbacks), size, lot coverage, height, etc. The environmental assessments and traffic analysis performed for "The Park at Bellaire" were still relevant according to Mr. Hampton. He did not feel that the addition of the two homes would impose any additional impact upon the street or community.

In closing, Mr. Hampton commented that the economic analysis did not support the construction of one single-family home at this time at that particular location. His choices with respect to the property were either subdividing the lot and building two single-family residences or making it a leasing property, which was not desirable for the existing home in Mr. Hampton's opinion.
(Requested by John McDonald, Community Development)

E. Recognition of Citizens and Other Interested Parties - Dr. Philip L. Nauert, Mayor.

Marybeth Flaherty:

Ms. Flaherty addressed City Council and advised that she had watched White Drive develop over the 24 years that she had been a resident of Bellaire from a mixed set of abandoned, non-rentable houses to the development that existed today. She indicated that she was in favor of Mr. Hampton's request which would provide an additional two families to the neighborhood. She indicated that she had been very pleased with the addition of neighbors, which gave an extra sense of community to those residents that resided on the north side of Cedar Street.

Eugene Ng:

Mr. Ng addressed City Council and indicated that his home was located immediately adjacent to Mr. Hampton's property. He stated that he did not necessarily have an objection, but noted that the property between his home and Mr. Hampton's development would be reduced from six feet to three feet. Mr. Ng stated that he wanted to get a little more information about the actual plan for construction as it really affected his property very much.

Lynn McBee:

Ms. McBee addressed City Council and referenced the original planned development,

noting that it was the first of its kind for incredibly narrow lots proposed under unique regulations that attached to the Loop 610 lots. Since that time, the City had twice added new properties for the very narrow lots.

Based on a review of the minutes of the Planning and Zoning Commission on Mr. Hampton's application, Commissioner Lynne Skinner raised a question as to whether the proposal would decrease the distance between the two homes located at 129 White Drive and 131 White Drive by three feet. Director McDonald confirmed that the distance would be decreased by three feet. A question was then raised as to whether more space could be allotted between 129 and 131 White Drive.

Ms. McBee advised that she did not understand the justification for narrowing the distance between the homes to three feet. She asked why the side setback was being narrowed. She stated that it was too late to doing anything about the development and indicated that she objected to it in 2002.

F. Questions from the Mayor and City Council - Dr. Philip L. Nauert, Mayor.

Dr. Philip L. Nauert, Mayor, opened the floor to members of City Council for questions of Applicant Lee Hampton. Following questions of Mr. Hamilton, the public hearing was closed.

G. Close of Public Hearing - Dr. Philip L. Nauert, Mayor.

Dr. Philip L. Nauert, Mayor, closed the public hearing regarding an amendment to the planned development "The Park at Bellaire" to add two additional lots at 6:30 p.m. on Monday, September 8, 2014. He indicated that oral comments would not be received following the close of the public hearing. Written comments, however, could be provided to the City Council in care of the City Clerk prior to final deliberation on the matter. It was anticipated that final deliberation would occur on Monday, September 22, 2014. Written comments needed to be submitted to the City Clerk by noon on Thursday, September 18, 2014, in order to be considered for the public record.

H. Adjournment.

Dr. Philip L. Nauert, Mayor, announced that the Special Session (Public Hearing) of the City Council of the City of Bellaire, Texas, was adjourned at 6:30 p.m. on Monday, September 8, 2014.



CITY OF BELLAIRE TEXAS

MAYOR AND COUNCIL

SEPTEMBER 8, 2014

Council Chamber

Regular Session

7:00 PM

7008 S. RICE AVENUE
BELLAIRE, TX 77401

REGULAR SESSION - 7:00 P.M.

A. Call to Order and Announcement of a Quorum - Dr. Philip L. Nauert, Mayor.

Dr. Philip L. Nauert, Mayor, called the City Council of the City of Bellaire, Texas, to order at 7:00 p.m. on Monday, September 8, 2014. He announced that a quorum of all member of City Council were present as reflected in the roll below.

Full Name	Title	Status	
Nauert	Mayor	Present	
B. Nathan	Mayor Pro Tem	Present	
. Reed	Councilman	Present	
Avioli Sr.	Councilman	Present	
appas	Councilman	Present	
Laughlan	Councilman	Present	
S. Friedberg	Councilman	Present	
lofmann	City Manager	Present	
Dutton	City Clerk	Present	
etrov	City Attorney	Absent	
L. Kendrick	Acting City Attorney	Present	

B. Inspirational Reading and/or Invocation - James P. Avioli, Sr., Councilman - Position No. 2.

Dr. Philip L. Nauert, Mayor, introduced Ms. Martye Kendrick, Acting City Attorney, to members of City Council and the audience. Following the introduction, James P. Avioli, Sr., Councilman - Position No. 2, provided the inspirational reading for the evening.

C. Pledges to The Flags - James P. Avioli, Sr. - Councilman - Position No. 2.

James P. Avioli, Sr., Councilman - Position No. 2, led members of City Council and the audience in the U.S. Pledge of Allegiance and the Pledge to the Texas Flag.

D. Approval or Correction of Minutes:

1. Minutes of the Public Hearing of the Bellaire City Council - August 18, 2014:

Mayor and Council - Public Hearing - Aug 18, 2014 6:00 PM

Motion:

To approve the minutes of the Special Session (Budget Public Hearing) of the City Council of the City of Bellaire, Texas, held on Monday, August 18, 2014.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Andrew S. Friedberg, Councilman
SECONDER:	James P. Avioli Sr., Councilman
AYES:	Nauert, Nathan, Reed, Avioli Sr., Pappas, McLaughlan, Friedberg

2. Minutes of the Regular Session of the Bellaire City Council - August 18, 2014:

Mayor and Council - Regular Session - Aug 18, 2014 7:00 PM

Motion:

To approve the minutes of the Regular Session of the City Council of the City of Bellaire, Texas, held on Monday, August 18, 2014.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Roman F. Reed, Councilman
SECONDER:	Andrew S. Friedberg, Councilman
AYES:	Nauert, Nathan, Reed, Avioli Sr., Pappas, McLaughlan, Friedberg

E. Personal/Audience Comments.

Patricia Ritter:

Ms. Ritter addressed City Council and advised that the President of the Evelyn's Park Conservancy Board, Keith Rubenstein, was unable to attend this evening. She took a moment to thank the Rubenstein Family for their gift of Evelyn's Park to the City of Bellaire, and reminded City Council that everyone was working toward the same goal--to build a community gathering place where families could congregate and enjoy nature.

With respect to parking, Ms. Ritter indicated that 38 parking spaces were planned for Evelyn's Park. She stated that she spent most of her lunch hour earlier in the day counting spaces in various locations in Bellaire. At 12:30 p.m., Ms. Ritter began counting at Bellaire Town Square, which consisted of four restaurants and five other businesses. She counted 278 parking spaces for the nine businesses or approximately 30 spaces per business. She indicated that 130 parking spaces were not being used. In summary, approximately 16 parking spaces were utilized per business during peak times.

Parking spaces at The Nature Discovery Center totaled 30. At 1:00 p.m., seven of the parking spaces were in use.

Ms. Ritter's last stop was Jax Grill. She noted that there were 60 spaces between five businesses in the small shopping strip and Jax Grill or 10 parking spaces per business.

Finally, Ms. Ritter stated that she had spoken with Bellaire United Methodist Church regarding an unscheduled event and was advised that the agreement addressed unscheduled events. If the parking situation did not work out, it could be reviewed again in one year. Ms. Ritter urged City Council to appreciate the gift and the reason for the gift, which was to build a park.

David Montague:

Mr. Montague addressed City Council and advised that he was in support of the park. He indicated that the parking agreement with the Bellaire United Methodist Church was not intended to provide parking for normal daily usage or to provide parking for the restaurant in Evelyn's Park. He referred to the 24 seats in the restaurant, 10 outside the restaurant and 30 in the event pavilion, plus staff and park patrons or a need for roughly 70 parking spaces, in his opinion.

Mr. Montague agreed that the parking agreement with the Bellaire United Methodist Church for event parking was a good step; however, he hoped that the agreement could be broadened to include normal everyday overflow. He referenced his concern that normal everyday overflow might park on neighborhood streets.

Reference was made to the tight time-frame City Council was given to study the plans for the restaurant. Mr. Montague suggested that pre-readings be forwarded to City Council approximately one week ahead of agendas on which issues would be considered. It was clear that everyone wanted a restaurant and Mr. Montague could support one; however, there were too many unknown things. Mr. Montague indicated that he was afraid that if City Council approved the design, the City would be involved in an open-ended situation.

Mr. Montague stated that it was his understanding that the existing yellow house was not up to code and would have to be torn down and replaced. That was not the case now. In addition, there was only one unisex bathroom. Lighting and handicapped access were unknowns as well.

Tom Flaherty:

Mr. Flaherty addressed City Council and advised that he was present to comment on design and the City of Bellaire, and to urge the City, the City Council, and the citizens to be more aware of design as it related to City projects. He indicated that his concerns were more about the design look rather than the functionality, which was important too. The concerns about design were inspired by the signage package that was presented to City Council in August. He did not think the designs were very good nor did he think the right designer was used. His concerns were amplified by the fact that he knew the City was about to start on the City Hall/Civic Center/Police Station work, Evelyn's Park, and Bellaire High School.

Based on the past in Bellaire and in looking at other small cities, Mr. Flaherty saw a general municipal standard that was not very good. Even though in many matters the City rightfully compared what the City did with other cities of the same size, Mr. Flaherty indicated that he would rather Bellaire be a standard setter in terms of municipal design and even measured with good design in any arena. Mr. Flaherty advised that the City should aspire to be in a place where other cities told their designers, "We want ours to be great, like Bellaire!" He advised that good design did not need to be trendy, loud, or crazy. It was often the little things that mattered. Rice University was a good example of campus design, in Mr. Flaherty's opinion. The buildings on the campus were well designed individually, yet there was an underlying common thread.

To improve, the City needed to pay attention to design and to hire great design professionals, in Mr. Flaherty's opinion. Another was to create room for help from citizens who were familiar with the process of good creative design. As for the signage, Mr. Flaherty thanked those who worked hard on the current graphic proposal, but he

believed a really good graphic designer should be used. Additionally, the image/wayfinding work should be incorporated and coordinated with the other projects going on in the City. Good design might cost a little more, but it did not have to. He urged City Council to remember that the City was making investments that would stand for 20-40 years. This was more than enough time to amortize any premium for good design, and too long to live with bad design.

On the City Campus work, Mr. Flaherty urged the City to have a high expectation on the design the City got. He also believed that the City should consider coordinating park elements in the esplanade across from Evelyn's Park. The time for doing this was now as park construction would start soon. He urged City Council to remember that many, many people would experience Evelyn's Park by driving through it.

Mr. Flaherty continued and provided an example of what he considered a design miss from the City's past. In the early 90s, just as he moved into Bellaire, Bissonnet Street inside the Loop was rebuilt to the current four lanes with a center turn lane. The road was built well and was still in great shape 20 years later. However, everyone was asleep at the switch when esplanades were not built into that section of Bissonnet Street from the Loop to Avenue B. He indicated that there was now a beautiful concrete turn lane there with almost no place to turn into. He questioned how the City missed not beautifying that gateway into the City. In talking to people connected with the City, after the fact, it seemed that no one thought about it. Mr. Flaherty was sure it was also one less thing for the City to maintain. He urged City Council not to make mistakes like that in the future.

Mr. Flaherty added one last note on the signage. He indicated that he was not really sure what came out of the proposal in August, except that there was a request for designers of the other projects to consider that proposal. He was not certain that the graphic/identity/wayfinding and implementation was in any approved spending package. He feared that it could be an afterthought. He urged City Council not to forget to do it right--and to understand what doing it right meant.

In closing, Mr. Flaherty urged other citizens who felt as he did to speak out on this subject. He knew others had expressed similar concerns, and he urged City Council to keep this in the forefront.

Millie Hast:

Ms. Hast addressed City Council and indicated that she represented the newest member of the Evelyn's Park Conservancy Board. She referred to three agenda items for City Council consideration relevant to the Evelyn's Park Conservancy: (1) a presentation on the status of the design in which City Council would see that important progress was being made; (2) review and possible action on the restaurant and parking design; and (3) approval of the parking agreement with the Bellaire United Methodist Church.

With respect to the last two items referenced, Ms. Hast urged City Council's approval. She indicated that the restaurant design was carefully chosen to meet the needs of Bellaire residents using the park. Visitors would be able to have a cup of coffee, a snack, or a full meal in a clean, modern, fast casual restaurant with inside dining and a pretty patio. Visitors on foot or on bicycles could stop by for a breather from the Newcastle Trail, and those visitors would not need to park cars. Other visitors would arrive by vehicle and would need parking.

Ms. Hast indicated that she remembered from her service on City Council that parking was always an issue. It was very important to plan for adequate parking. She indicated

that City Council would see evidence this evening that everyday parking for the restaurant was well within the requirements of the City's zoning ordinance, and the agreement with Bellaire United Methodist Church would meet parking needs for special events.

In the discussion of the restaurant capacity and parking provisions, Ms. Hast urged City Council to keep in mind that the assumption of two visitors per car was just an average. Some visitors might arrive in separate cars, some would walk or bike in, and some might arrive in the same car. But, not every table or every seat in the restaurant would be completely filled at all times. Most restaurants had vacant seats at some tables even during peak periods.

In closing, Ms. Hast urged City Council to approve the agenda items so that the Evelyn's Park Conservancy could move forward and make the park a reality.

Lynn McBee:

Ms. McBee addressed City Council and indicated that over the last four-five years she had requested that there be public access on the web to all public city records since 1919. She indicated that she had run out of patience and asked the City Council to put an item on the next agenda to authorize the Information Technology (IT) Department and City Clerk to release as soon as possible the public access that she had requested. Ms. McBee indicated that in a conversation with the IT Director, Larry Parks, releasing such information would be a fairly simple job of an hour or so with no cost. This would provide transparency and disclosure particular for those who tried to research the history of the City and keep citizenry and the community informed of the facts, not the fiction.

With respect to Evelyn's Park, she stated that she had no disagreement or particular interest in Evelyn's Park or most of the City's parks. She had not found a park, other than The Nature Discovery Center, that provided a meditative environment. She did not believe that parks should only serve large crowds of people and children. City Council's action would involve an agreement with the Bellaire United Methodist Church in exchange for eight opportunities each year for their special events. She indicated that only the Methodists would be able to do this because they had a parking lot to spare. No concern was shown in the agreement for the kind of access that the Constitution ensured--she referred to the Catholics, Lutherans, Church of Christ Members, the Jews, the Islamists, and the Quakers as a beginning to have access to a public park for their special events.

She found that an agreement to trade parking for the Bellaire United Methodist Church's use only for religious events was not a good idea. Her suggestion was to insert such language into the agreement with a qualifier of "nonreligious" and "nondenominational" events. She did not want people to assume that Evelyn's Park turned out to be a Methodist enclave because of eight events a year devoted to that particular denomination.

Dr. Philip L. Nauert, Mayor, read one written comment into the record as follows:

Jamie Allen:

Your Honor and Council Members,

I encourage your support for the restaurant design and parking for Evelyn's Park that will come before you tonight.

As you are aware, much has been considered to generate the present well thought out plan derived from the input of many citizens, dedicated leaders, philanthropists, and fellow residents.

And it is a unique plan and not a rebuild of a pre-existing structure no longer able to meet the community's needs.

It is a brand new concept which not only demonstrates the uniqueness of our city, of our people, and of our community values, but additionally makes Bellaire stand out as one of, and soon perhaps the most, attractive desirable community within the 610 Loop much less in the greater Houston area.

Please bring all of the hard work of converging and combining ideas from the many contributors to fruition tonight by approving the proposed design.

F. Reports:

1. City Manager's Report:

City Manager's Report regarding a proposed discount department store that will serve as an anchor for a commercial development consisting of 3.5 acres located on the east side of South Rice Avenue, south of Westpark Drive, across from the UV-T zoning district, said development to be known as the "Shoppes at Uptown Crossing."

Paul A. Hofmann, City Manager, presented his City Manager's Report dated September 8, 2014, to members of City Council. His report included an update on commercial development activity west of Anderson Street and west of the City's Urban Village Transit-Oriented Development Zoning District (UV-T), and north of town.

It was noted that the development activity was occurring in the corporate limits of the City of Houston. City Manager Hofmann indicated that it was his understanding that a building permit had been issued by the City of Houston to allow construction to start. The City of Bellaire had requested copies of construction documents from the City of Houston under the "Texas Public Information Act," including ingress and egress to and from the development, expected construction activity, flood plans, and a traffic impact analysis.

In closing, City Manager Hofmann advised that the property was being marketed as a Walmart site, with a hotel located between the Walmart building and Micro Center, as well as other development. Additionally, it was Bellaire's understanding that the City of Houston would require improvements to South Rice Avenue to accommodate that development.

Following questions of City Manager Hofmann regarding his report, a motion was made and seconded and action taken to accept the report into the record.

(Requested by Paul A. Hofmann, City Manager)

Motion: Motion to accept City Manager's Report, as presented by City Manager Paul A. Hofmann, into the record.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Amanda B. Nathan, Mayor Pro Tem
SECONDER:	Gus E. Pappas, Councilman
AYES:	Nauert, Nathan, Reed, Avioli Sr., Pappas, McLaughlan, Friedberg

2. Evelyn's Park:

a. Update regarding the status of Evelyn's Park.

Receive presentation on the status of the design of the Evelyn's Park Project located at 4400 Bellaire Blvd., Bellaire, Texas 77401.

City Manager Paul A. Hofmann provided introductory comments and an update to members of City Council regarding the items on the evening's agenda related to Evelyn's Park. Reference was made to the Operating and Development Agreement that the City of Bellaire, entered into with the Evelyn's Park Conservancy. Among the stipulations in the agreement was the approval by City Council of the restaurant design and parking and an environmental assessment of the park property.

With respect to the proposed restaurant and associated parking, City Manager Hofmann provided a recommended timeline for the project. He noted that an item would be placed on City Council's November 17th agenda to select a construction manager for the project. The construction manager would prepare a "not to exceed price" contract that would be presented to members of City Council on January 26, 2015.

In early February, a citizen group/community meeting would be planned and held on the park site or near the park site, weather permitting. In late February or early March, a groundbreaking ceremony would be held to kickoff the construction of the restaurant and parking.

With respect to the environmental assessment of the park property, City Manager Hofmann indicated that it was proceeding and going well, but not yet complete. Abatement plans were still needed for the renovation of the "yellow house" and the demolition of an existing red brick building. City Manager Hofmann indicated that the \$5,000,000 budget would pay for the environmental assessment and abatement. Thus far, less than \$10,000 had been expended on the environmental assessment.

City Manager Hofmann noted that quite a bit of time had been spent on the City's review of design development comments. The staff team that had reviewed the comments were Karl Miller, Parks, Recreation and Facilities Director; John McDonald, Community Development Director; Byron Holloway, Chief of Police; and Brant Gary, Public Works Director. City Manager Hofmann indicated that Marybeth Flaherty and John Gabriel (member of the Building Committee for Evelyn's Park Conservancy) had coordinated meetings between the Design Team (Graham Beach of Lake|Flato and Scott McCready of SWA), Building Committee, and the staff team to go over the review comments. All parties had been extremely responsive and continued to incorporate those review comments into the design.

City Manager Paul A. Hofmann advised that the design of the restaurant had not really changed from schematics presented to City Council previously.

With respect to parking, City Manager Hofmann advised that he wished to describe the City's approach to analyzing the parking and determining parking adequacy. The City of Bellaire did not have parking requirement standards for parks, but did have parking requirement standards for restaurants. The parking standard requirement for restaurants was driven by square footage. In determining the requirement for the proposed restaurant, the City looked at both the inside and the outdoor seating space designated for the restaurant, added the parking requirement for office space (3) and added a borrowed a standard from the City of Houston with regard to parks (number of spaces per acre). The City's determination was compared to the plan for spaces at the park, and the City was well within the required area.

Another way of looking at parking was the number of tables and number of cars that might be driven to the restaurant. When applying that standard for parking, the plan was adequate.

The next item on City Council's agenda (following approval of the restaurant design and parking) was an agreement with the Bellaire United Methodist Church ("BUMC"). City Manager Hofmann stated that discussions had been held as to whether the agreement could or should provide for parking requirements on an ongoing day-to-day basis. When the City developed the Joint Use Agreement with BUMC, it was the City's stated intent that the City would not plan to use the church parking across the street from the park for day-to-day activities. The goal, intent, and objective was to plan a park that had adequate parking for the park onsite.

Dr. Philip L. Nauert, Mayor, opened the floor for questions of City Manager Hofmann regarding his presentation. Following questions of City Manager Hofmann, a motion was made and action taken to accept his presentation into the record.

Motion:

To accept the presentation made by City Manager Paul A. Hofmann, regarding Evelyn's Park into the record.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Roman F. Reed, Councilman
SECONDER:	Pat B. McLaughlan, Councilman
AYES:	Nauert, Nathan, Reed, Avioli Sr., Pappas, McLaughlan, Friedberg

(Requested by Karl Miller, Facilities Management)

b. Approval of Restaurant Design.

Consideration of and possible action on a recommendation from the Department of Parks, Recreation and Facilities to approve the proposed restaurant design and parking to be established in Evelyn's Park located at 4400 Bellaire Blvd., Bellaire, Texas, 77401.

Karl Miller, Director of Parks, Recreation and Facilities, referenced the Development and Operating Agreement between the City of Bellaire and the Evelyn's Park Conservancy, noting that it identified an opportunity for City Council to review and approve the restaurant design and parking allocation for Evelyn's Park. Director Miller introduced the design team of Graham Beach of Lake|Flato and Scott McCready of SWA, as well as Chris Tripoli with Ala Carte Food Service (consulting group).

Director Miller advised that it was City Staff's recommendation that City Council approve the proposed restaurant design and the proposed parking for Evelyn's Park. Director Miller indicated that he personally believed that the restaurant design was appropriate for the park and that the parking would adequately meet the needs of park patrons and those visiting the restaurant.

Graham Beach of Lake|Flato reviewed the plan for the cafe with members of City Council. The Evelyn's Park Conservancy and design team were proposing to repurpose the existing on-site yellow house as a small, counter-service cafe. It was noted that the footprint of the building would be expanded to the east and to the north to round out the remainder of the event complex. The interior portion of the cafe with the seating was approximately 430 square feet. The exterior porch to the south consisted of 350 square feet.

Mr. Beach continued and advised that there was a fixed, bar-height table on the exterior porch that would accommodate 8-10 people. Approximately 20-24 people could be seated comfortably in the interior of the cafe. The shade pavilion to be constructed next door for the event space could comfortably seat approximately 30 people.

One restroom was associated with the interior portion of the cafe and some external visitors; however, the larger or main park restroom was located in fairly close proximity to the cafe, according to Mr. Beach.

Scott McCready of SWA provided some rationale for City Council as to how the parking counts had been calculated. Thirty-eight (38) parking spaces would be provided for the park and restaurant, broken into two sections. On the west side off of Newcastle Drive, there were 29 parking spaces in a two-way looped parking lot. On the east side off of Mulberry Lane, there were 9 angled parking spaces. The majority of the parking was associated with areas of the park that might be more densely used, such as the cafe and event space. Much of the restaurant and park patrons were expected to be on bicycle or on foot.

Mr. McCready continued and stated that according to Bellaire's parking requirements for restaurants, 17 spaces would be needed. Three additional spaces were provided for the office space, and four additional spaces were provided per the City of Houston's parking requirements for parks. Some additional room was available to provide another 14 spaces distributed on both sides of the park. Additionally, 24 or more spaces would be provided for bicycle parking.

At the conclusion of the introduction and presentation related to the agenda item, Dr. Philip L. Nauert, Mayor, opened the floor to members of City Council for questions of the restaurant and parking design team.

Following questions of the design team by members of City Council, a motion was made and seconded regarding the restaurant design and associated parking.

Motion:

To receive the Evelyn's Park restaurant presentation and accept and approve the proposed restaurant design and associated parking, provided that park design elements to be constructed in phase I preserve maximum flexibility for additional on-site parking in the future as the City may deem necessary.

Amendment No. 1 to Main Motion:

To add a sentence to the main motion as follows: Additionally, this approval is subject to the requirement that should on-site parking be insufficient for everyday restaurant and park usage, the restaurant operator and/or the Conservancy shall seek to enter into an Agreement with Bellaire United Methodist Church to lease an amount of parking places that the Conservancy and the City deem to be sufficient.

RESULT:	APPROVED [6-1]
MOVER:	Amanda B. Nathan, Mayor Pro Tem
SECONDER:	Andrew S. Friedberg, Councilman
AYES:	Nauert, Nathan, Reed, Pappas, McLaughlan, Friedberg
NAYS:	Avioli Sr.

Note: Councilman James P. Avioli, Sr., indicated that he was opposed to taking any action with respect to the construction of Evelyn's Park until he could see a clean environmental assessment or a cost of abatement.

Amendment No. 2 to Main Motion:

To approve the proposed restaurant design subject to the addition of a restroom at the café.

Following discussion regarding Amendment No. 2 to the Main Motion, action was taken on the amendment.

RESULT:	FAILED [1-6]
MOVER:	Gus E. Pappas, Councilman
SECONDER:	Dr. Philip L. Nauert, Mayor
AYES:	Pappas
NAYS:	Nauert, Nathan, Reed, Avioli Sr., McLaughlan, Friedberg

Restatement of Main Motion, as Amended:

To receive the Evelyn's Park restaurant presentation and accept and approve the proposed restaurant design and associated parking, provided that park design elements to be constructed in phase I preserve maximum flexibility for additional on-site parking in the future as the City may deem necessary. Additionally, this approval is subject to the requirement that should on-site parking be insufficient for everyday restaurant and park usage, the restaurant operator and/or the Conservancy shall seek to enter into an Agreement with Bellaire United Methodist Church to lease an amount of parking places that the Conservancy and the City deem to be sufficient.

Dr. Philip L. Nauert, Mayor, after noting no further discussion on the matter, called for a vote on the main motion, as amended.

Note: Councilman James P. Avioli, Sr., indicated that he was opposed to taking any action with respect to the construction of Evelyn's Park until he could see a clean environmental assessment or a cost of abatement. (Requested by Karl Miller, Facilities Management)

RESULT:	APPROVED [5 TO 2]
MOVER:	Andrew S. Friedberg, Councilman
SECONDER:	Roman F. Reed, Councilman
AYES:	Nauert, Nathan, Reed, McLaughlan, Friedberg
NAYS:	Avioli Sr., Pappas

G. New Business:

1. Adoption of Ordinance(s)/Resolution(s):

- a. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the Mayor of the City of Bellaire, Texas, to execute, for and on behalf of the City of Bellaire, Texas, a parking agreement for Evelyn's Park, Bellaire, Texas, by and between the City of Bellaire, Texas, and the Bellaire United Methodist Church, located at 4417 Bellaire Boulevard, Bellaire, Texas 77401.

Karl Miller, Director of Parks, Recreation and Facilities, introduced the agenda item to members of City Council. He indicated that both parties to the agreement (the City and Bellaire United Methodist Church) would benefit from the agreement. Both parties agreed to allow the other to utilize their parking lot for events overflow upon a 30-day notification. Additionally, the Bellaire United Methodist Church ("BUMC") could schedule the use of the event space in Evelyn's Park up to eight times per calendar year at no charge depending on availability. Both parties agreed to provide the other with liability insurance indemnifying the other party. Both parties also agreed to provide a liaison to each other. The liaison representing the City would be the President of the Evelyn's Park Conservancy and the liaison representing BUMC would be their Business Manager. Non-scheduled or unplanned events were addressed in the agreement.

Director Miller concluded by recommending that City Council approve the parking agreement between the City and the BUMC for Evelyn's Park.

Motion:

To adopt an ordinance of the City Council of the City of Bellaire, Texas, authorizing the Mayor of the City of Bellaire, Texas, to execute, for and on behalf of the City of Bellaire, Texas, a parking agreement for Evelyn's Park, Bellaire, Texas, by and between the City of Bellaire, Texas, and the Bellaire United Methodist Church, located at 4417 Bellaire Boulevard, Bellaire, Texas 77401.

Discussion ensued among members of City Council regarding the main motion on the floor. Following questions of Christina Stone, Attorney for the BUMC, an amendment was offered to decrease the number of times that the Evelyn's Park event space would be used by the BUMC.

Mayor Pro Tem Amanda B. Nathan asked City Manager Hofmann to seek to negotiate a letter of intent with BUMC regarding its potential willingness to enter into a lease agreement for everyday overflow parking for consideration acceptable to them. City Manager Hofmann indicated that he would work on a letter of intent.

Amendment No. 1 to Main Motion:

To amend Section IV, Additional Consideration, of the Agreement for the purpose of decreasing the number of events that the Bellaire United Methodist Church would be allowed to use the Evelyn's Park event space and/or park facilities for special events from "up to eight times in a 12-month period without charge" to "up to four times in a 12-month period without charge."

RESULT:	APPROVED [6-1]
MOVER:	Roman F. Reed, Councilman
SECONDER:	James P. Avioli, Sr., Councilman
AYES:	Nauert, Nathan, Reed, Avioli Sr., Pappas, Friedberg
NAYS:	McLaughlan

Amendment No. 2 to Main Motion:

To amend the term of the parking agreement to one-year beginning from commencement of park operations.

Discussion ensued among members of City Council regarding the amendment to the main motion limiting the term of the agreement.

Substitute Motion:

To amend the term of the parking agreement to start immediately and remain in effect until one year after the commencement of park operations. It shall be automatically renewable for one-year terms thereafter. Either party shall have the right to terminate this agreement by giving notice to the other party at least 90 days prior to termination following the first year.

Vote on Substitute Motion:

RESULT:	APPROVED [UNANIMOUS]
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MOVER:	Andrew S. Friedberg, Councilman
SECONDER:	Roman F. Reed, Councilman
AYES:	Nauert, Nathan, Reed, Avioli Sr., Pappas, McLaughlan, Friedberg

Vote on Amendment No. 2 to the Main Motion, as amended by the Substitute Motion:

RESULT:	APPROVED [UNANIMOUS]
AYES:	Nauert, Nathan, Reed, Avioli, Sr., Pappas, McLaughlan, Friedberg

Vote on Main Motion, as twice amended:

(Requested by Karl Miller, Facilities Management)

RESULT:	ADOPTED AS AMENDED [UNANIMOUS]
MOVER:	Amanda B. Nathan, Mayor Pro Tem
SECONDER:	Andrew S. Friedberg, Councilman
AYES:	Nauert, Nathan, Reed, Avioli Sr., Pappas, McLaughlan, Friedberg

- b. Presentation, consideration, and possible action on the submittal of the "Certified 2014 Tax Roll and the 2014 Property Tax Rates in the City of Bellaire, Texas."

Chief Financial Officer Linda Symank advised that each year the City began the process to adopt its property tax rate with the presentation of the certified tax roll and the calculation of the effective tax rate and rollback tax rate. The City's 2014 certified tax roll (total taxable value plus the value of the uncertified property at its estimated value) was slightly over \$4 billion. Included in that number was \$72.6 million in new property.

With respect to the calculation of the effective tax rate and rollback tax rate, Chief Financial Officer Symank indicated that the City's calculated effective tax rate for 2014 was \$0.3658. She defined the effective tax rate as the rate that would give the City the same revenue this year as last year on existing properties--revenue on new property added was not taken into consideration when calculating the effective tax rate.

The City's calculated rollback rate was \$0.3936. The rollback rate was the highest rate that the City could adopt without being subject to a rollback election. In the calculation of this rate, both a debt service rate and an operations and maintenance rate were calculated separately. The debt rate was whatever rate was required to service the City's debt for the year. The debt rate was calculated with a certified collection rate of 99.57%, and the calculated debt service rate for this year was \$0.1404.

The operations and maintenance rate was the effective rate plus eight percent (8%). Chief Financial Officer Symank stated that the legislature allowed a City to have as much revenue on their existing property as the previous year and up to eight percent (8%) more without being subject to a rollback election. The City's operations and maintenance rollback rate was \$0.2532, for a total rate of \$0.3936 (\$0.1404 + \$0.2532).

Chief Financial Officer Symank continued and advised that the rate that the City was proposing for the 2014 tax year was to reduce its current tax rate of \$0.3999 down to the rollback rate of \$0.3936. Whenever a City proposed a rate that was above the effective rate, some additional steps were necessary before adopting the tax rate. The City Council would be required to take a record vote to place on a future agenda a proposal to adopt a tax rate that would raise more revenue this year than in the previous year. If that vote passed, City Council must schedule and announce the date, time, and place of two public hearings on the tax rate.

In addition to the referenced public hearings, Chief Financial Officer Symank indicated that there were also some required publications. The 2014 tax rate calculations and the notice of the public hearings on the rate would be published in the newspaper on Tuesday, September 9, 2014. After the two public hearings were held, a third notice would be published, which was the notice of revenue increase. After the third notice, City Council could hold a meeting to adopt the tax rate.

Motion:

To accept the report of the "Certified Tax Roll and the 2014 Property Tax Rates in the City of Bellaire, Texas" as submitted by Chief Financial Officer Linda Symank.

(Requested by Linda Symank, Finance Administration)

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Gus E. Pappas, Councilman
SECONDER:	Roman F. Reed, Councilman
AYES:	Nauert, Nathan, Reed, Avioli Sr., Pappas, McLaughlan, Friedberg

- c. Consideration and possible action regarding the taking of a record vote to increase the tax revenue for the City of Bellaire, Texas, for the 2014 tax year by proposing a tax rate of \$0.3936 per \$100 valuation and authorizing the Chief Financial Officer and the City Clerk to publish a "Notice of Public Hearings on Tax Increase." The recommended dates for said public hearings are Monday, September 22, 2014, and Monday, October 6, 2014, both public hearings of which will be held at 6:00 p.m. in the Council Chamber, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas 77401.

Motion:

To place on a future agenda a proposal to adopt a tax rate of \$0.3936 per \$100 value which effectively increased the City's revenue by 7.60%.

Record Vote:

Councilman Roman F. Reed	Yes
Councilman James P. Avioli, Sr.	Yes
Councilman Gus E. Pappas	Yes
Mayor Philip L. Nauert	Yes
Councilman Pat B. McLaughlan	Yes
Councilman Andrew S. Friedberg	Yes

Mayor Pro Tem Amanda B. Nathan Yes

City Manager Paul A. Hofmann announced the recommended dates, times, and places for the two public hearings as follows:

September 22, 2014, 6:00 p.m., in the Council Chamber, First Floor of City Hall; and

October 6, 2014, 6:00 p.m., in the Council Chamber, First Floor of City Hall.

Secondary Motion:

To hold two public hearings on a proposal to increase tax revenue for the City of Bellaire, Texas, for the 2014 tax year on September 22, 2014, and October 6, 2014, both at 6:00 p.m. in the Council Chamber, First Floor of City Hall.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Andrew S. Friedberg, Councilman
SECONDER:	Gus E. Pappas, Councilman
AYES:	Nauert, Nathan, Reed, Avioli Sr., Pappas, McLaughlan, Friedberg

Vote on Main Motion (repeated here in tabular form for the purpose of referencing the mover and seconder):

(Requested by Linda Symank, Finance Administration)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Philip L. Nauert, Mayor
SECONDER:	James P. Avioli Sr., Councilman
AYES:	Nauert, Nathan, Reed, Avioli Sr., Pappas, McLaughlan, Friedberg

- d. Consideration of and possible action regarding the taking of a record vote by members of the City Council of the City of Bellaire, Texas, to approve an ordinance adopting a budget for the City of Bellaire, Texas, for the fiscal year beginning October 1, 2014, and ending September 30, 2015, and appropriating the several sums set up therein to the objects and purposes therein named.

Assistant City Manager Diane K. White referred to Chief Financial Officer Linda Symank's presentation regarding truth-in-taxation and noted that the City had a new proposed tax rate in the budget that reflected the rollback rate. The only thing differences in the budget were to reflect that change. The initial proposed tax rate of \$0.3999 was reduced to the new proposed tax rate of \$0.3936. This change resulted in a reduction in property tax revenue of \$188,360.00.

In closing, Assistant City Manager White recommended adoption of the proposed budget for fiscal year 2015.

Motion:

To approve an ordinance adopting the budget of the City of Bellaire, Texas,

for the fiscal year beginning October 1, 2014, and ending September 30, 2015, reflecting a reduction in property tax revenue of \$188,360.00, and appropriating the several sums set up therein to the objects and purposes therein named.

Amendment No. 1 to Main Motion:

To delete the funding in the fiscal year 2015 budget for the proposed purchase of a Sport Utility Vehicle in the amount of \$48,000 for the Bellaire Fire Department.

Amendment No. 1 to the main motion, moved by Councilman Pat B. McLaughlan, failed due to the lack of a second.

Amendment No. 2 to Main Motion:

To remove the Sport Utility Vehicle for the Bellaire Fire Department from the budget and transfer those funds, \$48,000, to the Bellaire Police Department.

Discussion ensued among members of City Council regarding the amendment to the main motion. Following discussion, a third amendment was offered.

Amendment No. 3 to Main Motion:

To remove the Sport Utility Vehicle for the Bellaire Fire Department from the budget and transfer those funds, \$48,000, to the Bellaire Police Department as an operating discretionary item for the City Manager and Police Chief to utilize as needed (i.e., for salary increases and/or retention packages).

Discussion ensued among members of City Council regarding the amendment (no. 3) to the amendment (no. 2) to the main motion. Following discussion, action was taken on the amendment on the table.

Action on Amendment No. 3 to Main Motion:

RESULT:	FAILED [2-5]
MOVER:	Roman F. Reed, Councilman
SECONDER:	James P. Avioli, Sr.
AYES:	Reed and McLaughlan
NAYS:	Nauert, Nathan, Avioli Sr., Pappas, Friedberg

After noting no further discussion, action was taken on Amendment No. 2.

Action on Amendment No. 2 to Main Motion:

RESULT:	FAILED [2-5]
MOVER:	Roman F. Reed, Councilman
SECONDER:	Pat B. McLaughlan, Councilman
AYES:	Reed and McLaughlan
NAYS:	Nauert, Nathan, Avioli Sr., Pappas, Friedberg

Discussion ensued among members of City Council regarding the proposed budget document.

Amendment No. 4 to Main Motion:

To restyle the \$250,000 line item currently titled "Holly Street Trail Rehabilitation Project" in the Fiscal Year 2015 Capital Improvement Program as "Park Improvement Projects."

Discussion ensued among members of City Council regarding the amendment to the main motion. Following discussion, action was taken on the amendment to the main motion.

RESULT:	APPROVED [4-2]
MOVER:	Amanda B. Nathan, Mayor Pro Tem
SECONDER:	Andrew S. Friedberg, Councilman
AYES:	Nathan, Avioli Sr., McLaughlan, Friedberg
NAYS:	Nauert and Reed
ABSTAIN:	Pappas

Vote on Main Motion, as Amended:

Note: Councilman Pat B. McLaughlan abstained from voting on the budget, as amended, as he believed there were items in the equipment areas that the City did not need to spend money on.

(Requested by Diane K White, Organizational Services)

RESULT:	ADOPTED AS AMENDED [6 TO 0]
MOVER:	James P. Avioli Sr., Councilman
SECONDER:	Roman F. Reed, Councilman
AYES:	Nauert, Nathan, Reed, Avioli Sr., Pappas, Friedberg
ABSTAIN:	McLaughlan

- e. Consideration of and possible action on a request from the Bellaire Office of Emergency Management for the adoption of a resolution of the City Council of the City of Bellaire, Texas, reaffirming Bellaire's participation in a county-wide program of emergency management with Harris County, Texas, for a period commencing September 8, 2014, and ending on January 10, 2016, said Joint Resolution of which will be submitted every two years thereafter in compliance with the election of new mayors.

Motion:

To adopt a resolution, titled "Joint Resolution," of the City Council of the City of Bellaire, Texas, reaffirming Bellaire's participation in a county-wide program of emergency management with Harris County, Texas, for a period commencing September 8, 2014, and ending on January 10, 2016, said Joint Resolution of which will be submitted every two years thereafter in compliance with the election of new mayors.

(Requested by Darryl Anderson, Fire Department)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James P. Avioli Sr., Councilman
SECONDER:	Roman F. Reed, Councilman
AYES:	Nauert, Nathan, Reed, Avioli Sr., Pappas, McLaughlan, Friedberg

- f. Consideration of and possible action on the adoption of an ordinance authorizing the Mayor of the City of Bellaire, Texas, to execute, for and on behalf of the City of Bellaire, Texas ("City"), an "Interlocal Mutual Aid Agreement" with Harris County, Texas ("County"), for the purpose of providing mutual aid consistent with the mutual aid and emergency assistance plans developed by the City's and County's emergency management agencies and/or departments and approved by the governing bodies of the City and County.

Motion:

To adopt an ordinance of the City Council of the City of Bellaire, Texas, authorizing the Mayor of the City of Bellaire, Texas, to execute, for and on behalf of the City of Bellaire, Texas ("City"), an "Interlocal Mutual Aid Agreement" with Harris County, Texas ("County"), for the purpose of providing mutual aid consistent with the mutual aid and emergency management agencies and/or departments and approved by the governing bodies of the City and County.

(Requested by Darryl Anderson, Fire Department)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amanda B. Nathan, Mayor Pro Tem
SECONDER:	Pat B. McLaughlan, Councilman
AYES:	Nauert, Nathan, Reed, Avioli Sr., Pappas, McLaughlan, Friedberg

2. Item for Individual Consideration:

Discussion and possible action on a request from Councilman Pat B. McLaughlan to establish an Ad Hoc Committee to serve in an architectural advisory capacity to Council regarding the development of the new City Hall and other new City facilities; the method of appointment and size of the Ad Hoc Committee should be included in City Council's discussion and possible consideration of the request.

Motion:

To approve a request by Councilman Pat B. McLaughlan to establish an Ad Hoc Committee to serve in an architectural advisory capacity to Council regarding the development of the new City Hall and other new City facilities.

Discussion ensued among members of City Council regarding the main motion.

Motion to Call the Question:

RESULT:	APPROVED [5-2]
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MOVER:	Andrew S. Friedberg, Councilman
SECONDER:	Dr. Philip L. Nauert, Mayor
AYES:	Nauert, Nathan, Reed, Avioli Sr., Friedberg
NAYS:	Pappas and McLaughlan

Action was taken on the Main Motion as follows:

(Requested by Tracy L. Dutton, City Clerk)

RESULT:	APPROVED [4 TO 3]
MOVER:	Pat B. McLaughlan, Councilman
SECONDER:	Roman F. Reed, Councilman
AYES:	Reed, Avioli Sr., Pappas, McLaughlan
NAYS:	Nauert, Nathan, Friedberg

H. Items for Future Agendas; Community Interest Items from the Mayor and City Council.

Items for future agendas included a request from Councilman Roman F. Reed to consider a bus tour for members of City Council to visit each of the City's parks. Councilman James P. Avioli, Sr., to place an item on the agenda that City Council further discuss the particulars of implementation and membership of the Ad Hoc Committee (i.e., whether or not to interview candidates or self-appoint members). Councilman Gus E. Pappas stated that he believed it was important to develop a charge for the Ad Hoc Committee.

Community interest items from the Mayor and City Council included expressions of thanks to the City Staff and City Manager for the budget and the men and women in uniform for their service to the country; reminder of the September 29th Community Meeting regarding Bellaire High School; and a comment regarding a report by the Houston-Galveston Area Council on area population growth, which indicated that the greatest growth was in the area between the Galleria and Mid-Town Houston.

I. Adjourn.

Motion: Adjourn the Regular Session of the Bellaire City Council at 11:12 p.m. on Monday, September 8, 2014.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amanda B. Nathan, Mayor Pro Tem
SECONDER:	Andrew S. Friedberg, Councilman
AYES:	Nauert, Nathan, Reed, Avioli Sr., Pappas, McLaughlan, Friedberg

Mayor and Council

7008 S. Rice Avenue
Bellaire, TX 77401



Meeting: 09/22/14 07:00 PM
Department: City Manager
Category: Report
Department Head: Paul A. Hofmann
DOC ID: 1367

SCHEDULED**ACTION ITEM (ID # 1367)**

Item Title:

City Manager's Report dated September 22, 2014, regarding plans for upcoming meetings of the City Council.

Background/Summary:

City Manager Paul A. Hofmann will present his City Manager's Report dated September 22, 2014, to members of City Council. The report will cover plans for upcoming meetings of the City Council.

Previous Council Action Summary:

N/A

Fiscal Impact:

N/A

Recommendation:

City Manager Paul A. Hofmann recommends acceptance of his City Manager's Report dated September 22, 2014, into the record.

Mayor and Council

7008 S. Rice Avenue
Bellaire, TX 77401



Meeting: 09/22/14 07:00 PM
Department: Police Department
Category: Presentation
Department Head: Byron Holloway
DOC ID: 1361

**SCHEDULED
INFORMATION ITEM (ID
1361)**

Item Title:

Chief of Police Byron Holloway will provide a presentation to members of City Council regarding "National Night Out" to be held in Bellaire, Texas, during the evening of Tuesday, October 7, 2014.

Background/Summary:**Item Title:**

Presentation to Mayor and Council on National Night Out to be held in the City of Bellaire during the evening of Tuesday October 7th.

Background/Summary:

National Night Out is an anti-crime awareness program that began in the 1980's in an effort to educate and unite citizens in efforts they can take to make their communities safer. The focus of National Night Out is to bring neighbors and communities together to discuss issues that impact the safety and security of their neighborhood. Very similar to a block party, these meetings usually take on a festive appearance.

In 2013 there were 42 groups of neighbors that met together in various locations throughout Bellaire.

All council members are invited to participate with officers. Interested members are to contact Chief Holloway and he will assign a them to a police officer attending these events.

Previous Council Action Summary:

No Council Action required.

Fiscal Impact:

N/A

Recommendation:

None.

Mayor and Council

7008 S. Rice Avenue
Bellaire, TX 77401



Meeting: 09/22/14 07:00 PM
Department: City Clerk
Category: Appointment
Department Head: Tracy L. Dutton
DOC ID: 1120

**SCHEDULED
ORDINANCE (ID # 1120)**

Item Title:

Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, appointing Christopher T. Gore as Deputy Assistant City Attorney for the City of Bellaire, Texas, for a two-year term commencing on October 1, 2014, and ending on September 30, 2016, for the purpose of serving as a Deputy Prosecutor in the Municipal Court of the City of Bellaire, Texas.

Background/Summary:

The City Council of the City of Bellaire, Texas, routinely appoints a Deputy Assistant City Attorney to serve as Deputy Prosecutor in the Municipal Court of the City of Bellaire, Texas. Historically, City Council has appointed one Deputy Prosecutor to serve in the absence (i.e., vacation or illness) of Assistant City Attorney/Prosecutor Robert C. Richter, Jr. In October of 2012, Prosecutor Richter requested that City Council consider appointing a second Deputy Prosecutor as an added backup in the event that both he and Deputy Prosecutor E. Stanley Topek were unavailable for court duty.

City Council approved Prosecutor Richter's request and appointed Christopher T. Gore as the City's second Deputy Assistant City Attorney/Deputy Prosecutor for a two-year term that commenced on October 1, 2012, and will end on September 30, 2014.

Presiding Judge Lisa A. Wesely, Associate Judge Jerel S. Twyman, and Prosecutor Robert C. Richter, Jr., have each recommended that Christopher T. Gore be appointed to serve a second two-year term as one of the City's Deputy Assistant City Attorneys/Deputy Prosecutors. Presiding Judge Wesely will be available to answer any questions City Council might have.

An ordinance has been prepared for consideration by the Bellaire City Council for the appointment of Christopher T. Gore as a Deputy Assistant City Attorney/Deputy Prosecutor in the Municipal Court of the City of Bellaire, Texas, for a two-year term commencing on October 1, 2014, and ending on September 30, 2016.

Mr. Gore has provided an updated resume, which is attached to this agenda statement for City Council's review.

Previous Council Action Summary:

On October 1, 2012, City Council adopted Ordinance No. 12-045 appointing Christopher T. Gore as Deputy Assistant Attorney/Deputy Prosecutor for the Municipal Court of the City of Bellaire, Texas, for a term of two years commencing on October 1, 2012, and ending on September 30, 2014.

Fiscal Impact:

As a Deputy Prosecutor, Mr. Gore would receive \$200.00 for each docket that he handles on behalf of Prosecutor Richter. The amount of compensation was established by City Council

under Ordinance No. 13-022, which was adopted on April 1, 2013.

Recommendation:

As noted above, the City's Judges and Prosecutor have recommended that Mr. Gore be appointed as a Deputy Prosecutor for an additional two-year term.

ATTACHMENTS:

- Appointment of Deputy Assistant City Attorney (Gore) - 2014 (DOC)
- Resume of Christopher T Gore (PDF)



ORDINANCE NO. 14-_____

AN ORDINANCE APPOINTING CHRISTOPHER T. GORE AS DEPUTY ASSISTANT CITY ATTORNEY FOR THE CITY OF BELLAIRE, TEXAS, FOR A TWO-YEAR TERM COMMENCING ON THE 1ST DAY OF OCTOBER, 2014, AND ENDING ON THE 30TH DAY OF SEPTEMBER, 2016, FOR THE PURPOSE OF SERVING AS DEPUTY PROSECUTOR IN THE MUNICIPAL COURT OF THE CITY OF BELLAIRE, TEXAS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS:

1. THAT Christopher T. Gore is hereby appointed as Deputy Assistant City Attorney for the City of Bellaire, Texas, for a two-year term commencing on the 1st day of October, 2014, and ending on the 30th day of September, 2016, for the purpose of serving as Deputy Prosecutor in the Municipal Court of the City of Bellaire, Texas, to serve in such capacity pursuant to the terms and provisions of Ordinance No. 80-042, heretofore previously enacted by the City Council of the City of Bellaire, Texas, on the 29th day of April, 1980, as amended by Ordinance No. 82-077, duly enacted by the City Council of the City of Bellaire, Texas, on the 4th day of October, 1982.

2. THAT the compensation for the Deputy Assistant City Attorney herein appointed shall be \$200.00 per docket during the term of this appointment in accordance with Ordinance No. 13-022, duly passed, approved, and adopted by the City Council of the City of Bellaire, Texas, on the 1st day of April, 2013.

PASSED and APPROVED this 22nd day of September, 2014.

(SEAL)

ATTEST:

Tracy L. Dutton, TRMC
City Clerk

SIGNED:

Philip L. Nauert
Mayor

APPROVED AS TO FORM:

Alan P. Petrov
City Attorney

CHRISTOPHER T. GORE

EDUCATION

Juris Doctorate
South Texas College of Law May 1999

Bachelor of Arts, Economics
University of Houston August 1996

EXPERIENCE

Associate Municipal Court Judge August 2013 to present
City of Houston, Texas

Prosecutor (part-time) November 2012 to present
City of Hedwig Village, Texas

Prosecutor (part-time) August 2012 to present
City of Bellaire, Texas

Prosecutor (part-time) September 2011 to present
City of Spring Valley Village, Texas

Prosecutor (part-time) April 2011 to present
City of Sugar Land, Texas

Self Employed January 2006 to present

- Negotiated with felony, misdemeanor, and municipal court prosecutors on plea bargains
- Handled criminal cases before Harris County Criminal Courts at Law and Criminal District Courts
- Represented respondents before the State Office of Administrative Hearings for administrative license revocation proceedings
- Handled adjudication of delinquency proceedings before Harris County Juvenile District Courts
- Managed operations of high-volume practice, including payroll, scheduling, marketing, cash management, and accounting

Partner
Villasana & Gore, PLLC September 2002 to December 2005
• High-volume traffic ticket practice

Attorney (part-time)
Law Office of Robert Gregg, PC October 2001 to August 2002

Owner
Law Office of Christopher T. Gore, PC October 2001 to November 2002

Interests
Running and Crossfit, history, reading, gardening

References available upon request

Mayor and Council

7008 S. Rice Avenue
Bellaire, TX 77401



Meeting: 09/22/14 07:00 PM
Department: Facilities Management
Category: Agreement
Department Head: Karl Miller
DOC ID: 1306 A

SCHEDULED**ACTION ITEM (ID # 1306)****Item Title:**

Consideration of and possible action on a recommendation from the Department of Parks, Recreation and Facilities to award a contract for janitorial services to TIBH Industries through the utilization of Chapter 122, Texas Council on Purchasing From People with Disabilities, in an amount not to exceed \$181,280.28 and on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the City Manager of the City of Bellaire, Texas, to execute, for and on behalf of the City of Bellaire, Texas, a Standard Form of Agreement with TIBH Industries for said services in an amount not to exceed \$181,280.28.

Background/Summary:

Chapter 122, Texas Council On Purchasing From People With Disabilities, allows for municipal governmental agencies to enter into contractual agreement through TIBH Industries (TIBH) for various services and products. The Texas Council on Purchasing From People With Disabilities is comprised of nine members selected by the Governor who are responsible for oversight of TIBH and determining the fair market price of all products and services manufactured or provided by persons with disabilities. TIBH is a unique, private, not-for-profit corporation that links Texans with disabilities to meaningful employment opportunities. In 1978, TIBH began managing the day-to-day operations and employed 22 individuals and has since grown the program to employing over 7,500 Texans with disabilities.

Janitorial services have been provided to the City of Bellaire for the past 6 years through TIBH. It is the recommendation of the Director of Parks, Recreation and Facilities that Council enters into a one year agreement effective October 1, 2014 with 5 one year renewals for janitorial services provided through TIBH. The first year of service would cost \$181,280.28 then future increases would be based on the consumer price index for the Houston area.

Current service level identifies that the janitorial services will be provided at City Hall, Recreation Center, Library, Public Works and Waste Water Treatment Plant five times a week, Sunday through Thursday evenings, with carpet cleaning at these facilities twice a year.

The increase in funding, in the 2015 fiscal year budget allocation, for janitorial services will expand service levels and include new services to City facilities. Effective October 1, 2014 services will include: the Police Station (public area only), Recreation Center, and Library, Sunday-Friday evenings (6 days) between the hours of 9:00 p.m. and 6:00 a.m.; City Hall, Public Works and Waste Water Treatment Plant will be serviced Sunday-Thursday (5 days) between the hours of 7:00 p.m. and 6:00 a.m.; Evergreen Pool Bathhouse (restrooms and shower areas) and the Bellaire Family Aquatic Center will be serviced Sunday-Friday evenings (6 days) between the hours of 9:00 p.m. and 5:00 a.m. during the months of May 1 through August 31 and during non-peak swim season (Sept. 1 through April 30) both pools will be serviced on Sunday, Tuesday and Thursday between the hours of 9:00 p.m. and 5:00 a.m. Service will be provided to CenterPoint Energy Community Center at least

one day a week on Sunday evening and on an as-needed basis but will be inspected daily six days a week.

Council may find detail specifications attached to the agenda item.

Previous Council Action Summary:

None

Fiscal Impact:

Fiscal Year 2015; 100-5-15151-420, \$181,280.28

Recommendation:

It is the recommendation of the Director of Parks, Recreation and Facilities that City Council of the City of Bellaire authorize the City Manager of the City of Bellaire, Texas to enter into a contractual agreement with TIBH Industries in an amount not to exceed \$181,280.28.

ATTACHMENTS:

- Agreement with TIBH Industries for Janitorial Services for Municipal Facilities - 2014 (DOC)
- Standard Form of Agreement (PDF)
- Janitorial specifications (PDF)
- Contractor Renewal Letter - Janitorial Services (PDF)



ORDINANCE NO. 14-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AUTHORIZING THE CITY MANAGER OF THE CITY OF BELLAIRE, TEXAS, TO EXECUTE A *STANDARD FORM OF AGREEMENT* WITH TIBH INDUSTRIES, INC., IN A FORM AS ATTACHED HERETO AND MARKED EXHIBIT "A," FOR THE PROVISION OF JANITORIAL SERVICES REQUIRED FOR THE CLEANING AND MAINTENANCE OF THE BELLAIRE CITY HALL/CIVIC CENTER, LIBRARY, POLICE STATION, PUBLIC WORKS SERVICE CENTER, WASTEWATER TREATMENT PLANT, FAMILY AQUATIC CENTER, EVERGREEN POOL BATHHOUSE AND RECREATION CENTER IN AN AMOUNT NOT TO EXCEED \$181,280.28.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS:

THAT the City Manager of the City of Bellaire, Texas, is hereby authorized to execute, for and on behalf of the City of Bellaire, Texas, a *Standard Form of Agreement* with TIBH Industries, Inc., for janitorial services required for the cleaning and maintenance of the Bellaire City Hall/Civic Center, Library, Police Station, Wastewater Treatment Plant, Family Aquatic Center, Evergreen Pool Bathhouse and Recreation Center in an amount not to exceed \$181,280.28.

PASSED and **APPROVED** this 22nd day of September, 2014.

(SEAL)

ATTEST:

Tracy L. Dutton, TRMC
City Clerk

SIGNED:

Dr. Philip L. Nauert
Mayor

APPROVED AS TO FORM:

Alan P. Petrov
City Attorney



EXHIBIT A

STANDARD FORM OF AGREEMENT

Janitorial Services

Contractor: TIBH Industries, Inc.
Project: Janitorial Services
Ordinance No.: 14-_____ dated September 22, 2014

Attachment: Standard Form of Agreement (1306 : Janitorial Services- TIBH)

STANDARD FORM OF AGREEMENT

STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This **AGREEMENT** is made and entered into this, the 22nd day of September, 2014, by and between the **CITY OF BELLAIRE, TEXAS**, of the County of Harris and State of Texas, duly incorporated and existing under and by virtue of the Constitution and laws of the State of Texas, acting by and through the undersigned City Manager of the **CITY OF BELLAIRE, TEXAS**, thereunto duly authorized to do so, hereinafter referred to as "**CITY**," and **TIBH INDUSTRIES, INC.**, a Texas non-profit corporation hereinafter referred to as "**CONTRACTOR**." This **AGREEMENT** is made and entered into in accordance and in compliance with rules and regulations promulgated under the Texas Human Resources Code, Chapter 122, Texas Council on Purchasing from People with Disabilities (hereinafter called the "State Use Program"), and the Texas Administrative Code, Title 40, Social Services and Assistance, Part 7, Texas Council on Purchasing from People with Disabilities, Chapter 189, Purchase of Products and Services from People with Disabilities.

WITNESSETH:

Section 1. That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the **CITY**, the **CONTRACTOR** hereby agrees with the **CITY** to commence and complete the services described as follows:

Provision of janitorial services required for the cleaning and maintenance of the Bellaire City Hall/Civic Center, Library, Police Station, Public Works Service Center, Wastewater Treatment Plant, Family Aquatic Center, Evergreen Pool Bathhouse, and Recreation Center.

CONTRACTOR agrees that janitorial services will be provided in accordance with the conditions stated in the **CITY'S SCOPE OF SERVICE – JANITORIAL SERVICES** document attached hereto and marked "Exhibit 1." all of which are made a part hereof and collectively evidence and constitute the entire **AGREEMENT**.

Section 2. The **CITY** agrees to pay **CONTRACTOR**, upon receipt of a proper invoice prepared by the **CONTRACTOR** within thirty (30) days after receipt and approval of same, in current funds for the performance of the **AGREEMENT** in accordance with the **CITY'S SCOPE OF SERVICES – JANITORIAL SERVICES** in an amount not to exceed \$181,280.28 or \$15,106.69 per month, as stated in **CONTRACTOR'S RENEWAL LETTER**, attached hereto and marked "Exhibit 2" for a period of one (1) year commencing on October 1, 2014, with an optional extension and renewal of said **AGREEMENT** for period up to five (5) years, one (1) year at a time, subject to availability of funds, price increase, service, and mutual agreement between the **CITY** and the **CONTRACTOR**.

Section 3. That Exhibit 1, referenced in Section 1 of this **AGREEMENT**, and Exhibit 2, referenced in Section 2 of this **AGREEMENT**, as attached hereto, are made a part hereof and collectively evidence and constitute the entire **AGREEMENT**.

IN WITNESS WHEREOF, the City Manager of the City of Bellaire, Texas, has executed this **AGREEMENT** in the year and date first above written, under the authority granted to him under the provisions of Ordinance No. _____, an Ordinance duly enacted by the City Council of the **CITY OF BELLAIRE, TEXAS**.

CITY OF BELLAIRE, TEXAS

Paul A. Hofmann
City Manager

IN WITNESS WHEREOF, the **CONTRACTOR**, whose name is hereinafter set out, does certify and attest that he or she has executed this **AGREEMENT** in his or her capacity as herein stated, for and on behalf of said non-profit corporation, and that he or she has the authority to do so.

TIBH INDUSTRIES, INC.

Wilford J. Scott
Senior Regional Manager

Attachment: Standard Form of Agreement (1306 : Janitorial Services- TIBH)



EXHIBIT 1 TO STANDARD FORM OF AGREEMENT

SCOPE OF SERVICES

Janitorial Services

Attachment: Janitorial specifications (1306 : Janitorial Services- TIBH)

Contractor: TIBH Industries, Inc.
Project: Janitorial Services
Ordinance No.: 14-____ dated September 22, 2014

CITY OF BELLAIRE SCOPE OF SERVICE- JANITORIAL SERVICES

It is the intent of this specification to describe janitorial services required for the cleaning and maintenance of the Bellaire City Hall, Civic Center, Bellaire Library, Recreation Center, Municipal Courts, Police Station, Bellaire Family Aquatic Center, CenterPoint Community Center, Evergreen Pool, Public Works and the Waste Water Treatment Plant. The effective date of the agreement shall commence on October 1, 2014 through September 30, 2015. The City of Bellaire retains the option to extend to the Service Provider an extension at the end of the above period, for the purpose of purchasing Janitorial Services specified in this agreement upon agreement with the Service Provider and the City of Bellaire, said optional extension and renewal of contract up to five (5) years, one year at a time subject to price increase, service and mutual agreement between the City and the Service Provider. Annual Price Increase shall not exceed CPI (Consumer Price Index) for the Houston/Galveston area. Either party has the right to notify the other party of termination of contract with 30 days written notice for any of the following event(s):

1. Fail to meet delivery schedules;
2. Defaults in the payment of any fees;
3. Otherwise fails to perform in accordance with this contract

Such termination is in addition to and not in lieu of any other remedies that City of Bellaire may have in law or equity. The City of Bellaire may terminate the contract immediately if the Service Provider becomes insolvent and/or files for protection under bankruptcy laws. The Service Provider agrees to follow the terms identified in the City of Bellaire specifications outlined in the Scope of Service.

PART I. INITIAL CLEAN-UP SPECIFICATIONS

_____The Service Provider shall be given sixty days (60) to bring all of the above identified buildings within the guidelines of these specifications. Initial clean-up will include a thorough cleaning of the buildings to include (but not be limited to) cleaning walls, baseboards, counter tops, desk top, furniture, furniture legs, floors, restrooms, kitchens, lobbies, hallways, offices, ventilation grills (up to 15'), light fixtures (up to 15'), cob webs (up to 15') and all interior windows, all inside windows (up to 15') and other areas identified by City representative. Initial cleaning shall be to the satisfaction of the City's representative.

PART 2. GENERAL SPECIFICATIONS

_____All interior lights are to be turned off and all doors locked as work is completed throughout the buildings. The Service Provider will be charged \$50.00 for exterior building door(s) left unlocked that require a City employee to come out after normal business hours to secure facility. This charge will be deducted from Service Providers monthly payment. The City's representative will make exceptions to this policy in writing to the vendor.

_____Requests for special services will be made to the Service Provider by the City's representative in writing. The Service Provider will provide a quote for special services to the City before providing these special services. The City has the right to accept the quote or seek other quotes to complete identified service.

Exhibit 1

_____ This contract includes the cost of all cleaning supplies and identified paper products. This includes trashcan liners (variety of sizes to properly fit trash cans), refill paper products (paper towels & 1-ply toilet paper), hand soap for dispensers, and urinal screens with deodorizers. Deviation from this will be by consent of the City's representative.

_____ Special projects such as shampoo of carpets or any other extensive floor work or cleaning that is in addition to and beyond the daily required cleaning may take place on a non-identified day with prior approval from the City representative. Any deviation must be in writing from the City's representative. Work will not interfere nor disrupt public meetings, i.e. City Council meetings, Planning and Zoning, board and commissions or any other posted public meetings, and/or any other City scheduled activity or function.

_____ The Service Provider's equipment and supplies shall be stored in a storage area provided by the City. The Service Provider and the City will have sole access to the storage room. The Service Provider shall lock all storage rooms when not in use. Storage rooms shall remain clean, free of hazards and in an orderly condition at all times. The Service Provider is responsible for equipment and supplies kept in the storage areas. All chemicals will be stored in a properly labeled containers with manufacturer's label a fixed to container. Service Provider will ensure there is toilet paper and paper towels in the storage rooms at all times to ensure staff access for the sole purpose of stocking restrooms and kitchen areas in between cleaning services if necessary.

_____ The Service Provider shall keep an updated and complete MSDS file in each storage room in each building and provide the City's representative with a copy of the MSDS file of hazardous materials within thirty (30) days from the implementation of said agreement.

_____ All cleansers and/or chemicals used shall leave absolutely no noticeable residue. Floor wax must contain a minimum of 20% solids and not be easily removed from floor as a result of facility usage. The Service Provider is responsible for cleaning up all spills according to manufactures label and be responsible for all costs associated with clean up and any cost associated to remit damage to City property associated with chemical spill.

_____ Goods supplied under this contract shall be subject to approval as to quality and must conform to the highest standards of manufacturing practices. Items found defective or not meeting specifications shall be replaced at the Contactors expense within a reasonable period of time.

_____ The Service Provider must supply all necessary equipment required to professionally meet the terms of the agreement. This agreement requires the use of a buffer to maintain floors. Buffer should be of a high quality to ensure a professional appearance that leaves the floor shining.

_____ The Service Provider agrees to provide each facility with a bound logbook for City employees to report tasks that need the Service Providers attention. The Service Provider also agrees to utilize the same log to report safety hazards, damage to facilities and/or other areas of concern to the City.

Exhibit 1

_____ The Service Provider shall have a supervisor or crew leader on site at all times while performing work for the City. The site supervisor shall implement a thorough inspection of each facility to ensure all terms of the agreement are in compliance and document in writing the completion of each item on a daily report. The daily report shall be signed and dated by the inspector and left at each facility in the designated location.

_____ Service shall be provided at the Police Station, Recreation Center, and Library Sunday-Friday evenings (6 days) between the hours of 9:00 p.m. and 6:00 a.m. City Hall, Public Works and Waste Water Treatment Plant will be serviced Sunday-Thursday (5 days) between the hours of 7:00 p.m. and 6:00 a.m. Evergreen Pool Bathhouse (restrooms and shower areas) and the Bellaire Family Aquatic Center will be serviced Sunday-Friday evenings (6 days) between the hours of 9:00 p.m. and 5:00 a.m. during the months of May 1 through August 31. During non-peak swim season (Sept. 1 through April 30) both pools will be serviced on Sunday, Tuesday and Thursday between the hours of 9:00 p.m. and 5:00 a.m. Service will be provided to CenterPoint Energy Community Center at least one day a week on Sunday evening and on an as needed basis but will be inspected daily six days a week.

_____ The Service Provider shall not assign sub-contract or franchise this agreement without the prior written consent of the City. All those providing service to City facilities shall be employees of the Service Provider. The City has the right to require the Service Provider to provide proof of employment with the Service Provider of any individual representing the Service Provider or doing work on behalf of the Service Providers on City property.

_____ The Service Provider shall provide the City of Bellaire with the required insurance as determined by the City of Bellaire.

_____ The Service Provider will provide at least one (1) English-speaking employee at each location at all times when performing duties for the City of Bellaire. The Service Provider also agrees to require all employees to wear professional looking shirts, smock, coverall or uniform with readily visible company identification on the front of their shirt. For each infraction of the either requirement, the City will deduct \$50.00 per individual, per incident from the Service Providers monthly invoice.

_____ The Service Provider shall attach to the proposal two (2) references where services are being provided under current contract to other companies and/or government buildings. These references shall contain information necessary for verification by the City of Bellaire. Incomplete information will be considered a non-verifiable reference.

_____ The Service Provider agrees that the City may perform inspections at any time and at any frequency to ensure that requirements of the agreement are being met. The Service Provider also agrees to bring any area not in compliance as identified by the City in compliance within 24 hours of the next scheduled day of service. The City has the right to complete the identified non-compliance service during or after the 24 hour period and deduct all associated costs as determined by the City from the Service Providers invoice. If the City deems the work to be essential and completes the work, the City will attempt to notify the Service Provider prior to completing the work.

Exhibit 1

_____ Any damage due to the cause of the Service Provider that requires repairs or replacement will be at the Service Provider's expense. Facilities damaged by vandalism, which are linked to any unsecured entry, is due to the negligence of the Service Provider that require repair or replacement, will be at the Service Provider's expense.

_____ The Service Provider agrees to notify the City within twelve (12) hours and in writing within one (1) business days of any accident or injury while providing service(s) to a City facility.

_____ The City and the Service Provider agree to provide each other with an emergency phone number, which both parties agree not to distribute or share the other parties' emergency phone without prior written approval from the other party.

By signature and date below the Service Provider acknowledges that he/she has read and understands the General Specifications and accepts the specifications as requirements to do business with the City of Bellaire. The Service Provider also agrees to meet or exceed the above General Specifications and work within the scope of this enforcement for better or worse by his/her signature.

Signature _____ Date _____

PART 3. DAILY & WEEKLY CLEANING:

Areas to be cleaned weekly or monthly are identified. If items are not identified as "Weekly or monthly", then cleaning requirement is expected to be performed daily.

GENERAL AREAS (offices, meeting rooms, activity rooms, hallways, lobbies, etc.)

_____ Remove waste paper and rubbish from the buildings. All refuse is to be placed in the dumpster located on the east side of the Police department.

_____ Empty and clean waste receptacles: Public access waste container and containers in all kitchens need to be cleaned at **minimum, monthly**; outside of containers should always be clean and presentable. Waste containers in office areas (non-public access locations) should be cleaned as needed.

_____ Rugs and carpeted areas in offices, lobbies, meeting/activity rooms and corridors shall be vacuumed daily. It is necessary that soiled areas be cleaned daily and if necessary a carpet cleaning solution should be used to remove soiled marks. Damaged carpet should be reported in logbook.

_____ Feather dust (or fiber) dust office furniture, desks, and files. All cobwebs must be removed at the time of dusting. It is necessary that these areas remain dust-free at all times. **(weekly or more frequent if necessary).** Items on desks shall not be removed or moved, but shall be dusted around regularly. It is the employee's responsibility to clean desks if they desire their entire desk to be dusted.

_____ Maintain glass furniture so that they are smudge-free. Remove articles from the glassed area before using a glass cleaner to ensure entire glass surface is clean. Once glass has been cleaned, then items should be replaced onto the glass in the position they

Exhibit 1

were removed. **(weekly)**

_____ Vacuum/dust crevices in and around computer machinery using a non-magnetized dust collector. It is necessary that these areas remain dust-free at all times. **(monthly)**

_____ Walls, doors, door frames, window ledges, corridors, partitions, etc. should be clean and free of stains, marks, dust, smudges etc. with close attention to finger marks and smudges on vertical surfaces, including doors, door frames, light switch plates, building entrances glass, partitions, walls and hallway corridors. It is necessary that these areas remain smudge-free at all times. **Identified area should be inspected daily and cleaned as needed, at least monthly.**

_____ Drinking fountains should remain stain free from water, calcium or any other substance. Disinfect mouth spout of each drinking fountain with a germicide solution wipe and dry the surfaces on all water fountains.

_____ Clean both sides of interior windows and glass walls to ensure these areas remain smudge-free, clear and sparkling all times. **(Minimum weekly or more if necessary)**

_____ Clean base boards and doors: Do not allow dust and/or residue from floor liquids to accumulate on the baseboards or bottoms of doors. It is necessary that these areas remain smudge-free at all times. **(Inspected daily, cleaned at minimum monthly or more if necessary)**

_____ Interior and exterior glass doors, door frames and adjacent windows should remain smudge free and clean. **(NOTE: It is necessary that these areas remain dirt-free and smudge-free and at all times)**

RESTROOMS AND LOCKER ROOMS

_____ Using a sanitizer solution, floors should be mopped daily with close attention to corners, around toilets and partition walls thus preventing buildup of foreign particles and substances. **(NOTE: It is necessary that the floors area remain clean at all times. The direction to follow is: Locker rooms and restrooms shall be kept in a condition, so that ANY RESIDENT OF THE CITY OF BELLAIRE entering this facility would comment in favor of appearance.)**

_____ Using a sanitizer solution, shower floors should be mopped and squeegee dry with close attention to corners. **(Daily if necessary and at minimum weekly)** **(NOTE: It is necessary that this area remain spotless at all times. The direction to follow is: Locker rooms shall be kept in the condition, so that ANY RESIDENT OF THE CITY OF BELLAIRE entering this facility would comment in favor of appearance.)**

_____ Clean all surfaces of mirrors, hand dryers, soap dispensers, and paper towel dispensers. It is necessary that these areas remain clean and smudge-free at all times.

_____ Wash and disinfect basins, urinals and toilet bowls. Use scouring powder and if necessary chemicals designed specifically to remove stains and calcium accumulation. Clean and disinfect (anti-bacterial) underside of rim on urinals and toilet bowls. It is necessary that these areas remain bacteria-free at all times. Inspect and replace urinal

Exhibit 1

screens and deodorizers as required to ensure clean good smelling restrooms.

_____ **Special Attention!** Wash both sides of the toilet seats with soap and water, and then disinfect (anti-bacterial). (**Note:** It is necessary that these areas remain bacteria-free at all times.)

_____ Damp wipe tile walls and the outside surface of all dispensers and receptacles. (**Note:** It is necessary that these areas remain free of foreign substances and bacteria-free at all times.) **At minimum weekly and more if necessary to ensure cleanliness.**

_____ Empty and sanitize all waste receptacles and sanitary napkins receptacles. (**NOTE:** It is necessary that these receptacles remain bacteria-free at all times.)

_____ Fill toilet tissue, soap and hand towel dispensers to no less than 3/4th full.

_____ Clean, disinfect to a shine flush handles, all exterior piping, toilet hinges and other metal surfaces associated with toilets and urinals. (**NOTE:** It is necessary that these areas remain bacteria-free at all times.) **At minimum weekly and more if necessary to ensure shine and cleanliness.**

_____ Report areas in need of repair immediately to the City's representative.

_____ Surfaces shall be cleaned and free of foreign substances with close attention to surfaces near light switch, baseboards, doors, hand drier, paper towel dispensers, soap dispensers, sinks, flush valves, doors, walls, toilet partitions and door exit panels). (**NOTE:** It is necessary that these areas remain bacteria-free at all times.) (**Daily if necessary and at minimum weekly**)

_____ Baby-changing tables in locker room should be sanitized weekly or more if necessary.

FLOORS

_____ Ceramic brick, vinyl, terrazzo, tiles, wood and any other hard surface flooring shall be swept and mopped **daily** (excluding gym floor). All floors shall be buffed at **minimum weekly or more if necessary to ensure the floors are scuff-free and shine daily**. Scuffmarks shall be removed, as they appear. Close attention to corners and areas around furniture, counter and other areas where dirt and foreign substances can accumulate.

_____ All carpeted areas and rugs shall be vacuumed and cleaned, **daily**. Carpet will be spot cleaned as spots appear between shampooing to maintain a clean quality appearance. "Spot cleaned" is intended to include coffee spills, food stains, dirt spots, etc. Special attention to conference room on first floor of City Hall and the City Council Chambers. (**NOTE:** It is necessary that these areas remain spot-free at all times.)

_____ Special attention should be given to the exercise/ dance room to ensure the floor is swept and mopped with a cleaning solution that doesn't damage or leave floor sticky, or leave soap or cleaning residue **daily**.

Exhibit 1

_____ The entire gym floor shall be swept with a treated dust mop. The gray floor around the gym floor shall be mopped at least once a month and scrubbed clean at a minimum of once every six months. Foreign items that are stuck to gym floor shall be removed on a weekly basis. Any additional work done to the gym floor must be directed in writing by the City of Bellaire.

KITCHENS & LOBBY AREAS

_____ The microwave (inside and outside), microwave cart and the coffee machine shall be wiped clean and sanitized, **weekly**.

_____ The outside surface of all refrigerators shall be wiped clean, **weekly**.

_____ Counters and exterior surfaces of kitchen's cabinets shall be wiped clean and sanitized, from the top of the counter to the floor, **weekly**.

_____ Waste receptacles shall be emptied daily and washed clean weekly prior to new trash bag being placed inside of container.

_____ Table tops and chairs shall be wiped clean and sanitized.

_____ The exterior surface of the recycling receptacles shall be cleaned as needed.

_____ All wall surfaces shall remain clean without smudges, dirt, foreign substances or stains at all times with close attention to surfaces adjacent to the counter areas, microwave, coffee machines, vending machines, recycling bins, telephones, light switches and waste receptacles, etc. **at minimum monthly or more if necessary**.

_____ The Kitchen sink shall be scoured daily.

_____ Base boards and doors shall be visually dirt-free and smudge-free, **monthly or more if necessary**.

_____ Floors are to be **swept and mopped or vacuumed**, daily. This shall be done **without exception**.

CITY HALL COUNCIL CHAMBER AND CONFERENCE ROOMS

_____ All upholstered furniture is to be vacuumed, **every Sunday night**. Spot cleaned to remove stains and spills as needed.

_____ Both sides of glass and glass door should be cleaned, **every Sunday night and more if necessary to ensure clean and free of smudges**.

_____ Carpet should be vacuumed, **every Sunday night or more if necessary**.

_____ Council dais and desk should remain dust free and clean, **every Sunday night**.

_____ Chair arms and legs should be cleaned, **every Sunday night**.

Exhibit 1

_____ Remove all cobwebs as they appear, **every Sunday night**.

OTHER AREAS

_____ Keep slop sinks in custodial workrooms clean at all times. Keep the custodial workroom in a clean, neat and orderly condition.

_____ Sweep outside entrance areas, items that are swept from inside the building should be placed in a trash bag and removed from the building and never swept outside.

_____ Vacuum building entrance mats and all floor mats that may be placed at specific locations in City buildings.

_____ Elevators floors, walls, handrails and buttons should be inspected daily and cleaned weekly or more if necessary.

_____ Second floor interior windows and ledges of the Library should be cleaned, **quarterly or more if necessary**.

_____ Stove and ovens should be cleaned as needed but at least **quarterly**.

_____ An area will be designated in each facility for stacking of items to be removed by the Service Provider. No item should weigh more than approximately 30 lbs.

_____ Conduct visual inspections of all areas and complete required daily inspection form and leave at identified location in City buildings before leaving the building.

_____ The Service Provider will maintain a daily work log in each of the City of Bellaire buildings. The Service Provider shall designate their crew supervisor/ leader as the responsible employee from the company to carry the duty of interacting with the City through the work log. All other forms of communication (verbal or written) will be between the Service Provider and the City representative. The Service Provider's designated supervisor shall also conduct a visual inspection of the buildings upon completion of each day's work to assure all cleaning materials have been put back into their designated storage area and the terms of the agreement have been met and each of the buildings have a clean appearance. The supervisor will complete a daily work log and leave a signed and dated copy with the work log.

PART 4. MONTH END CLEANING

_____ Clean louvers, ventilating grilles, AC diffusers, wall grills and dust light fixtures.

_____ Removal of all cob webs up to 15' above floor.

HIGH DUSTING – Up to fifteen (15) feet

_____ Dust all picture frames, charts, graphs and similar wall hangings.

_____ Dust the exterior surfaces of lighting fixtures, including glass and plastic enclosures.

Exhibit 1

_____Dust all parts of mini-blinds throughout the buildings.

PART 5. FLOOR UPKEEP: HARD FLOOR UPKEEP

HARD FLOORS SHALL CONSIST OF ALL FLOORS, WHICH ARE NOT CARPETED, EXCLUDING GYM FLOOR. All hard surface floors in traffic areas shall be mopped daily to a shine and low traffic areas a minimum once a week or more if necessary to ensure shine on floors at all times.

_____ **On a monthly basis** existing floor finishes shall be maintained using proper chemicals and technique. Other methods to ensure quality finish may be acceptable but must have final written approval from the City of Bellaire. Care shall be taken not to damage floor or the surrounding surface area during the stripping process. The Service Provider shall provide adequate ventilation of the building during this process. This operation shall be scheduled, in consultation with the City's Representative, according to operational schedules of the respective buildings.

_____ All furniture and removable obstacles shall be removed by the Service Provider from the hard floor surface area. The City agrees to work with the Service Provider in identifying what furniture and/or objects are reasonable for the Service Provider to move prior to performing service.

_____ All furniture and movable objects are to be returned to their original position after buffing and waxing or sealer is dry.

_____ Appropriate wax or sealer shall be applied to the hard floor surface. Care shall be taken in applying the appropriate wax or sealer for the hard floor surface.

_____ Hard floor stripping shall be performed on an as needed basis

_____ Hard floors should be buffed to a shine at least once a **week or more if necessary to ensure a professional appearance and shine.**

_____ The City reserves the right to refinish all or portions of the hard floor surfaces as needed and deduct services from the contract when work by the Service Provider is unsatisfactory.

CARPET UPKEEP - SHAMPOO

_____ Carpet shampooing will be performed per the following schedule:

February- City Hall, Fire Station, CenterPoint Community Center and Police Station

March- Library and Recreation Center

August- City Hall, Fire Station, CenterPoint Community Center and Police Station

September- Library and Recreation Center

***NOTE:** Additional shampooing of carpet will be scheduled at CenterPoint Community Center for May and November and more if necessary.

Verify exact dates with City's Representative prior to performing work.

_____ Movable objects will be removed from the affected areas by the Service Provider. The City will work with the Service Provider to determine what a reasonable expectation is.

Exhibit 1

_____ If necessary, stubborn stains are to be pre-treated with a quality stain remover, to increase the chance of eliminating the stain. Care should be taken to prevent damaging carpet and surrounding area with the pre-treatment.

_____ Carpets shall be shampooed using quality materials and approved and acceptable methods.

_____ The City reserves the right to shampoo all or portions of the carpeted surfaces and deducts services from the contract when work by the Service Provider is unsatisfactory. Any fees deducted will be based on cost to the City of Bellaire.

_____ After shampooing and drying, all furniture and movable objects are to be placed in their original location by the Service Provider.

By signatures below the TIBH and their Service Provider acknowledges that he/she has read and understands the Scope of Service and accepts the specifications as requirements to do business with the City of Bellaire. The Service Provider also agrees to meet or exceed the above specifications and work within the scope of this enforcement for better or worse by his/her signature.

Signature _____ Date _____
 Print Name _____
 Company _____
 Position with Company _____

Signature _____ Date _____
 Print Name _____
 Company _____
 Position with Company _____

Signature _____ Date _____
 Print Name _____
 Company: City of Bellaire _____
 Position with Company _____

Attachment: Janitorial specifications (1306 : Janitorial Services- TIBH)



EXHIBIT 2 TO STANDARD FORM OF AGREEMENT

CONTRACTOR'S RENEWAL LETTER

Janitorial Services

Contractor: TIBH Industries, Inc.
Project: Janitorial Services
Ordinance No.: 14-____ dated September 22, 2014

Attachment: Contractor Renewal Letter - Janitorial Services (1306 : Janitorial Services- TIBH)



September 15, 2014

RE: Janitorial Services

Mr. Karl Miller
City of Bellaire
7008 Fifth Street
Bellaire, TX 77401-4495

Dear Mr. Miller:

This is to confirm that TIBH Industries, Inc., wishes to continue to provide janitorial services for various buildings of the City of Bellaire. The service provided will confirm to the Scope of Services that was reviewed on September 11, 2014.

The cost for the first year will be \$181,280.28. Any price increase will not exceed the Consumer Price Index (CPI) for the Houston/Galveston area.

If there are any questions, please do not hesitate to contact me.

Sincerely,

Wilford J. Scott

Cc: Mr. Nathaniel Rido – Southeast Keller Corporation

Attachment: Contractor Renewal Letter - Janitorial Services (1306 : Janitorial Services- TIBH)

Mayor and Council

7008 S. Rice Avenue
Bellaire, TX 77401



Meeting: 09/22/14 07:00 PM
Department: Facilities Management
Category: Agreement
Department Head: Karl Miller
DOC ID: 1227

SCHEDULED**ACTION ITEM (ID # 1227)****Item Title:**

Consideration of and possible action on a recommendation from the Director of Parks, Recreation and Facilities to enter into a contractual agreement with Pierce Goodwin Alexander and Linville to provide Architectural and Engineering Design Services for the Municipal Facilities Project, design services to create a pedestrian friendly South Rice Avenue corridor, concept designs for a signature corner at South Rice Avenue and Jessamine, and conceptual designs for the Bellaire Library in an amount not to exceed \$827,000.00 for basic design services, itemized additional services not to exceed \$12,000.00 and reimbursable expenses not to exceed \$30,000.00, for a total amount not to exceed \$869,000.00.

Background/Summary:

The next sequential step in the Municipal Facilities Project is for City Council to award a Professional Service Contract to an Architectural firm for architectural and engineering design services. As identified during the May 27 Council meeting, a selection team has progressed through the selection process and will be presenting their recommendation to City Council for consideration and possible action in awarding a professional service contract to Pierce Goodwin Alexander and Linville (PGAL).

City staff was diligent throughout the process to ensure all steps required by the State of Texas procurement laws were followed prior to entering into a professional service contract for architectural and engineering services.

On June 10, 2014, Request For Qualifications were posted on the City web page, sent to firms that registered through "Notify Me", posted twice in the newspaper and e-mailed to sixteen qualified firms that had previously expressed an interest in working with the City of Bellaire. Eight packets were received and reviewed by a team selected by the City Manager and the Director of Parks, Recreation and Facilities. Members of the team were Shawn Cox, Assistant to the City Manager; Linda Symank, Chief Financial Officer; Chief Bryon Holloway, Chief of Police; Cheryl Bright-West, Assistant Director Parks, Recreation and Facilities; Mary Beth Flaherty, Contractor and Karl Miller, Director of Parks, Recreation and Facilities. The selection process began with the committee reviewing and scoring each of the submittals, once scores were tabulated the three most qualified firms were asked to participate in an interview process. The interview process began with each firm having thirty minutes to make a presentation to the committee then the committee had a set of prepared questions for each of the firms. Through each of the steps the committee was unanimous in scoring PGAL as the most qualified Architectural firm for the City of Bellaire Municipal Facilities Project.

PGAL will provide architectural and engineering design services related to the Municipal Facilities Project and related site work associated with the project. Services to be provided will include public meetings, meetings with the City Council selected oversight committee, schematic design, design development, construction documents, assistance with the Construction Manager at Risk selection process, and construction administration. These services will include building floor and site plans, building elevation options, a practical

approach to LEED designed facilities, interior design, structural, mechanical, electrical, plumbing, fire protection, civil engineering, survey, geotechnical, FF&E design, landscaping, technology, commissioning, audio visual and security consultants, energy modeling and design assistance in temporarily relocating City services during demolition and construction. The recommendation for professional services agreement will also include: Refresh Bellaire Town Square Parks Master Plan as it relates to the new buildings; design services related to creating a more pedestrian friendly South Rice Avenue; concept designs for a signature corner at the corner of South Rice Ave and Jessamine; and Library conceptual designs as it relates to the new Civic Center.

The proposed design services will be performed at a cost of \$827,00.00. Reimbursable costs shall not exceed \$30,000.00 for reproduction, plotting, special handling or delivery, permit fees and travel incurred by PGAL.

Even though the Division of Facilities Management plans on completing all environmental testing prior to the end of calendar year 2014, the agreement identifies additional services that may be required of PGAL as Environmental Phase 1 and Environmental Phase 2 at a cost of \$12,000.00. It is believed PGAL services will not be needed to complete environmental testing and abatement of the buildings.

By entering into the recommended agreement with PGAL, City staff and PGAL will begin finalizing the design phase of the project while implementing a Request for Proposal (RFP) process for the selection of the Construction Company for the implementation of the Construction Manager at Risk process as previously supported by City Council on May 27, 2014. The selection process will consist of the selection team reviewing submittals from interested companies, submittals being scored and an interview process which will include discussions related to costs associated with pre-construction and construction services. Staff plans on coming back to City Council with a concept designs and a recommended construction firm in January 2015.

The recommendation to enter into an agreement with PGAL is based on a careful review of the project criteria, the selection process, experience with collaborative public input processes, experience, quality of services previously provided to the City of Bellaire and fees that staff believes are fair and equitable to meet the needs of the City of Bellaire and the citizens of Bellaire.

Mr. Jeff Gerber, President and CEO, PGAL, will be present for the City Council meeting to assist with answering any question Council may have and to provide a recommendation to Council regarding the Public Input Process.

Previous Council Action Summary:

During the May 27 Council meeting, Mr. Jeff Gerber, PGAL, presented to City Council a Municipal Building Planning Study which included several site options. During this City Council meeting the Council selected the Campus Building option. Later that evening, Karl Miller, Director of Facilities Management presented to City Council several procurement options for construction services and for selecting professional services both of which were accepted by City Council along with a recommendation to utilize the American Institute of Architect (AIA) Standard Form of Agreements.

During this meeting a timeline was presented to Council identifying the significant dates

through out the Municipal Facilities Project, which included the awarding of a Professional Service Contract for Architectural and Engineering Design Services.

Fiscal Impact:

\$921,375.00 is allocated through Rebuild Bellaire Bond Funds
\$100,000.00 is allocated in FY2015 Capital Improvement Funds
Total available funding is \$1,021,375.00.

Recommendation:

It is the recommendation of the Director of Parks, Recreation and Facilities that City Council authorize the Mayor of the City of Bellaire, Bellaire, Texas to enter into the AIA Document B103-207, Standard Form of Agreement Between Owner and Architect with Pierce Goodwin Alexander and Linville for Architectural and Engineering Design Services for the Municipal Facilities Project, design services to create a pedestrian friendly South Rice Avenue corridor, concept designs for a signature corner at South Rice Ave and Jessamine, and conceptual designs for the Bellaire Library in an amount not to exceed \$827,000.00 for basic design services, itemized additional services not to exceed \$12,000.00 and reimbursable expenses not to exceed \$30,000.00 for a total amount not to exceed \$869,000.00.

ATTACHMENTS:

- Time line 052714 (PDF)
- Agreement with PGAL for Architectural and Engineering Services for Three New Municipal Buildings (DOC)
- AIA Agreement Between City of Bellaire and PGAL (PDF)

City of Bellaire
City Hall/ Police Station
Proposed Timeline
May 5, 2014

<u>Project Step</u>	<u>Start Date</u>	<u>Target Completion Date</u>
Site Option Selection		May 5, 2014
Develop RFQ for Architectural Services	May 6, 2014	May 30, 2014
Issue RFQ for Architectural Services	June 2, 2014	June 23, 2014
Evaluation of RFQ submittals for Architectural Services	June 24, 2014	July 3, 2014
Coordinate and Interview selected firms	July 7, 2014	July 25, 2014
Negotiate Professional Service Fees for Architectural Services	August 4, 2014	August 29, 2014
Negotiate Contractual Terms	August 4, 2014	August 29, 2014
City Council Award Professional Services Contract		September 15, 2014
Begin Concept Design Phase	October 1, 2014	December 1, 2014
Develop RFP for Construction Manager at Risk Services	September 2, 2014	October 1, 2014
Issue RFP for Construction Manager at Risk Services	October 2, 2014	October 23, 2014
Evaluation of RFP submittals for Construction Services	November 3, 2014	November 14, 2014
Coordinate and Interview selected firms	November 17, 2014	November 28, 2014
Negotiate Contractual Terms and Fees	December 1, 2014	December 30, 2014
City Council Award Contract for Construction Services		January 19, 2015
City Council review and acceptance of Concept Design		January 19, 2015
Development of Final Design drawings	January 20, 2015	August 17, 2015
City Council approve Guaranteed Maximum Price for construction		September 7, 2015
Construction of New Facilities	October 1, 2015	July 1, 2016

Note: Time line is based on single phase project, multiple phases may extend project up to 8 additional months.



ORDINANCE NO. 14-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AUTHORIZING THE MAYOR OF THE CITY OF BELLAIRE, TEXAS, TO EXECUTE A *STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT* (AIA DOCUMENT B103 - 2007) WITH PIERCE GOODWIN ALEXANDER & LINVILLE (PGAL), IN A FORM AS ATTACHED HERETO AND MARKED EXHIBIT "A," FOR THE PROVISION OF PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES NECESSARY TO PLAN, PROGRAM, AND DESIGN THREE NEW MUNICIPAL BUILDINGS FOR THE CITY OF BELLAIRE, TEXAS, CONSISTING OF A CITY HALL AND MUNICIPAL COURT BUILDING, POLICE DEPARTMENT BUILDING, AND CIVIC CENTER; DESIGN SERVICES FOR THE CREATION OF A PEDESTRIAN-FRIENDLY SOUTH RICE AVENUE CORRIDOR; DESIGN SERVICES FOR A SIGNATURE CORNER AT SOUTH RICE AVENUE AND JESSAMINE STREET; AND CONCEPTUAL DESIGN SERVICES FOR THE BELLAIRE LIBRARY, IN AN AMOUNT NOT TO EXCEED \$827,000.00 FOR BASIC DESIGN SERVICES, ITEMIZED ADDITIONAL SERVICES IN AN AMOUNT NOT TO EXCEED \$12,000.00, AND REIMBURSABLE EXPENSES IN AN AMOUNT NOT TO EXCEED \$30,000.00, FOR A TOTAL AMOUNT NOT TO EXCEED \$869,000.00.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS:

THAT the Mayor of the City of Bellaire, Texas, is hereby authorized to execute, for and on behalf of the City of Bellaire, Texas, a *Standard Form of Agreement Between Owner and Architect* (AIA Document B103 – 2007) with Pierce Goodwin Alexander & Linville (PGAL), in a form as attached hereto and marked Exhibit "A," for the provision of professional architectural and engineering services necessary to design three new municipal buildings for the City of Bellaire, Texas, consisting of a City Hall and Municipal Court Building, Police Department Building, and Civic Center; design services for the creation of a pedestrian-friendly South Rice Avenue corridor; design services for a signature corner at South Rice Avenue and Jessamine Street; and conceptual design services for the Bellaire Library, in an

amount not to exceed \$827,000.00 for basic design services, itemized additional services in an amount not to exceed \$12,000.00, and reimbursable expenses in an amount not to exceed \$30,000.00, for a total amount not to exceed \$869,000.00.

PASSED and **APPROVED** this 22nd day of September, 2014.

(SEAL)

ATTEST:

Tracy L. Dutton, TRMC
City Clerk

SIGNED:

Dr. Philip L. Nauert
Mayor

APPROVED AS TO FORM:

Alan P. Petrov
City Attorney


AIA® Document B103™ – 2007
Standard Form of Agreement Between Owner and Architect for a Large or Complex Project

AGREEMENT made as of the twenty second day of September in the year 2014
(Paragraph deleted)

BETWEEN the Architect's client identified as the Owner:

City of Bellaire
7008 S. Rice Avenue
Bellaire, Texas 77401

and the Architect:

PGAL
3131 Briarpark Drive
Suite 200
Houston Texas 77042

for the following Project:

The project consists of planning, final programming and design for three new municipal buildings for the City of Bellaire that will be located at Town Square in Bellaire, Texas. The buildings will replace two existing buildings (the City Hall/Civic Center and the Police and Municipal Courts Building) currently located on the site. One of the new buildings will contain the City Hall and Municipal Courts. The second building will contain the Bellaire Police Department and the third building will contain the Civic Center and BLIFE.

The new City Hall and Municipal Courts building will be a two story building containing approximately 17,377 square feet. The building will be located on S. Rice Avenue. The City Hall and Municipal Courts building is expected to have a small surface parking lot located off of S. Rice Avenue.

The new Bellaire Police Department building will be a two story building containing approximately 14,312 square feet. The building will be located off of Jessamine Street between the existing Bellaire Fire Station and existing Bellaire Library.

The Civic Center building will be a one story building that will contain both the Civic Center and BLIFE programs containing approximately 10,024 square feet. The Civic Center building will be located off of the Great Lawn on Jessamine Street. The building will be designed to accommodate a future addition of the new Bellaire Library. Concept design of the new Bellaire Library will be provided under this project.

All three buildings will be planned for current and foreseeable future department needs. The two existing buildings will be demolished as part of this project. The existing City Hall/Civic Center building may be demolished in two phases to allow for occupancy of the City Hall during the construction of the new City Hall and Municipal Courts building. The existing Police and Municipal Courts building will be demolished once the new City Hall and Municipal Courts building and the new Bellaire Police Department building have been

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

constructed to allow for occupancy of the existing buildings during construction. The existing buildings are expected to contain minor quantity of hazardous materials. Should they be encountered, the City will have the hazardous materials removed as part of a separate project. Hazardous materials include but are not limited to asbestos containing materials and lead paint.

The three new replacement buildings are expected to contain a total of approximately 41,713 SF. A preliminary program has been developed by PGAL under a separate agreement and is expected to be the basis of the final programming for these buildings.

The design of these three buildings will be prepared in a single phase. The construction is expected to be completed in two phases to minimize departmental moves. The City expects to utilize the CMAR delivery method for these buildings. PGAL will assist the City with preparation of the RFP for the selection of the CMAR as needed. These buildings may be designed for LEED Silver certification. These LEED services will be included in Basic Services.

The project does not expect to include any off site work. All utilities are expected to be available at the street for each building. Detention may be required based on final impervious cover calculations. If detention is required, it is expected to be provided under ground. Additional street head in parking along Jessamine Street is expected to be provided under this agreement.

The City Council approved the "Campus Design" site plan prepared by PGAL under a separate agreement. The final site plan is expected to be similar to this approach. The buildings will be designed to be integrated into the adjacent green space and park areas. Although the budget for this project does not include the funding for significant existing green space or existing park enhancements, these buildings will be designed to anticipate those modifications once they are funded. Concept studies for these future green space and park enhancements will be included Basic Services. These specialized studies include the following:

1. Refresh of Bellaire Town Square Parks Master Plan: Provide concept studies for Great Lawn and Loftin Park enhancements that would be part of future funded projects that might influence the design of these new buildings. The Parks Master Plan refresh will focus on those areas adjacent to the proposed new buildings that will maximize the indoor/outdoor experience where appropriate as well as enhance the campus character of Bellaire Town Square. Scope will include providing budgets for proposed improvements.
2. Concepts for Signature Corner at S. Rice and Jessamine: Provide concept studies for creation of a signature corner at S. Rice and Jessamine. The concepts will consider public art opportunities and city marker opportunities and associated landscape features. Scope will include providing budgets for proposed improvements.
3. Concepts and Due Diligence for S. Rice Avenue Pedestrian Friendly Median: Provide due diligence for governmental approvals and concepts for design of a pedestrian median in S. Rice Avenue. Scope will include providing budgets and identification of steps and timeline for approval and implementation of proposed improvements.

The final design and construction funding of these improvements is not included in this project budget or agreement. The Owner and Architect agree as follows.

Init.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Paragraph deleted)

§ 1.1.1 The Owner's program for the Project:

(Paragraph deleted)

The three buildings are expected to contain approximately 41,713 square feet. The preliminary program was developed by PGAL under a separate agreement will be the basis for the final program.

§ 1.1.2 The Project's physical characteristics:

(Paragraph deleted)

The site is located at the Bellaire Town Square in Bellaire, Texas.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

The construction budget is expected to be \$10,000,000.00. This budget does not include soft costs, contingency, FFE and temporary move costs.

§ 1.1.4 The Owner's anticipated design and construction schedule:

- .1 Design phase milestone dates, if any:

To be determined.

- .2 Commencement of construction:

To be determined.

- .3 Substantial Completion date or milestone dates:

Init.

(Paragraphs deleted) To be determined.

§ 1.1.5 The Owner intends the following procurement or delivery method for the Project:

(Paragraph deleted)

The construction delivery method is expected to be Construction Management at Risk.

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:

(Paragraph deleted)

The project is expected to be designed as a single project and constructed in two phases.

§ 1.1.7 Other Project information:

Not applicable.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

Karl Miller
City of Bellaire
7008 S. Rice Avenue
Bellaire, Texas 77401

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

Not applicable.

(Paragraphs deleted)

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:

Jeff Gerber
PGAL
3131 Briarpark Drive
Houston, Texas 77042

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:

(Paragraph deleted)

§ 1.1.12.1 Consultants retained under Basic Services:

- .1 Structural Engineer.
- .2 Mechanical/Electrical/Plumbing Engineer.
- .3 Civil Engineer.
- .4 Landscape Architect.
- .5 Surveyor.
- .6 Geotechnical Engineer.
- .7 Commissioning Agent.
- .8 Security Consultant.
- .9 Audio Visual Consultant.

(Paragraphs deleted)

- .10 Energy Modeling Consultant.

Init.

§ 1.1.12.2 Consultants retained under Additional Services:

.1 Environmental Engineer.

(Paragraphs deleted)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.

§ 2.5.1 Comprehensive General Liability with policy limits of not less than one million (\$ 1,000,000) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than one million (\$ 1,000,000) combined single limit and aggregate for bodily injury and property damage.

§ 2.5.3 The Architect may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.5.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than one million (\$ 1,000,000).

§ 2.5.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than five million (\$ 5,000,000) per claim and in the aggregate.

§ 2.5.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.5. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

Init.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering, civil engineering, landscape architect services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the any Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner a schedule of the Architect's services for inclusion in the Project schedule. The schedule of the Architect's services shall include design milestone dates, anticipated dates when design reviews may occur, and allowances for periods of time required (1) for the Owner's review (2) for the performance of the Owner's consultants, and (3) for approval of submissions by authorities having jurisdiction over the Project.

(Paragraph deleted)

§ 3.1.5 Once the Owner and the Architect agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.8 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the preliminary program and other information, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a final program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

(Paragraph deleted)

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

Init.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner for review.

§ 3.2.7 Upon the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.3, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner for review.

§ 3.3.3 Upon the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner for review.

§ 3.4.5 Upon the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and request the Owner's approval of the Construction Documents.

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§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES**§ 3.5.1 GENERAL**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 facilitating the reproduction of Bidding Documents for distribution to prospective bidders,
- .2 participating in a pre-bid conference for prospective bidders, and
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 CONSTRUCTION PHASE SERVICES**§ 3.6.1 GENERAL**

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor,

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Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor

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that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

Itemized Additional Services:

Environmental Phase I
Environmental Phase II

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§ 4.3.4 If the services covered by this Agreement have not been completed within thirty six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

(Paragraph deleted)

§ 5.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner will furnish the services of a Construction Manager at Risk to furnish project cost estimates and constructability reviews of proposed improvements. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

(Paragraphs deleted)

§ 5.7 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.8 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.9 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.10 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.11 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

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§ 5.12 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.13 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

(Paragraphs deleted)

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the

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Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in

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advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

[X] Litigation in a court of competent jurisdiction

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

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§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Paragraph deleted)

The Architect will be compensated for Basic Services based on a Lump Sum amount of \$827,000.00. Basic Services will include architectural, interior design, MEP engineering, structural engineering, civil engineering, site lighting, fire protection, landscape architecture, survey, geotechnical investigation, LEED consulting, FFE design, audio visual design, security design, energy model, data cabling and the three specialized studies. Basic Services fee does not include Reimbursable Expenses.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

Itemized Additional Services: If services described below as Itemized Additional Services are requested by the City, they will be billed as a Lump Sum as follows:

Environmental Phase I:	Lump Sum of \$4,000.00
Environmental Phase II:	Lump Sum of \$8,000.00
Total of Itemized Additional Services:	Lump Sum of \$12,000.00

Additional Services: If services other than those described as Basic Services and Itemized Additional Services are requested by the City, they will be billed in addition to the above compensation in accordance with the attached rate schedule. The following constitutes Additional Services should they be requested by the City:

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Abatement Design
 Abatement Monitoring
 Materials Testing
 Enhanced Commissioning
 Final Design of the new Bellaire Library
 Specialty consultants not listed above

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Paragraph deleted)

On an hourly basis in accordance with the attached Rate Schedule or an agreed upon Lump Sum amount.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	fifteen	percent (15	%)
Design Development Phase	twenty	percent (20	%)
Construction Documents Phase	forty	percent (40	%)
Bidding or Negotiation Phase	five	percent (5	%)
Construction Phase	twenty	percent (20	%)
Total Basic Compensation	one hundred	percent (100	%)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

(Paragraph deleted)

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth in Exhibit A. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

Refer to attached Exhibit A.

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery services;

Init.

(Paragraph deleted)

- .7 Professional renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;

(Paragraph deleted)

- .9 All taxes levied on professional services and on reimbursable expenses;
.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred. We recommend a reimbursable expenses budget of \$30,000.00 be established for this project.

(Paragraphs deleted)

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

10 % per annum.

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

§ 12.1 Special terms and conditions that modify this Agreement are as follows:

The Architect will not be responsible for survey or remediation of any contaminants that may exist at the site or in the existing buildings. This includes but not limited to lead paint and asbestos containing materials.

The project will require extensive community involvement in the design process. PGAL will participate in all community meetings and City Council workshops as required. PGAL will prepare materials and lead presentations as requested by City.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B103™-2007, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

Dr. Phil Nauert, Mayor

(Signature)

Jeffrey Gerber, AIA CEO

(Row deleted)

Init.

PIERCE GOODWIN ALEXANDER & LINVILLE
HOURLY SCHEDULE

DISCIPLINE	RATE
DIRECTOR	\$205.00
PRINCIPAL	200.00
PROJECT MANAGER III	195.00
PROJECT MANAGER II	190.00
PROJECT MANAGER I	185.00
SENIOR ARCHITECT IV, DESIGNER IV, ENGINEER IV	185.00
SENIOR ARCHITECT III, DESIGNER III, ENGINEER III	180.00
SENIOR ARCHITECT II, DESIGNER II, ENGINEER II	175.00
SENIOR ARCHITECT I, DESIGNER I, ENGINEER I	165.00
ARCHITECT IV, DESIGNER IV, ENGINEER IV	150.00
ARCHITECT III, DESIGNER III, ENGINEER III	135.00
ARCHITECT II, DESIGNER II, ENGINEER II	110.00
ARCHITECT I, DESIGNER I, ENGINEER I	90.00
BIM MANAGER III	150.00
BIM MANAGER II	130.00
BIM MANAGER I	110.00
EIT III	125.00
EIT II	115.00
EIT I	105.00
CONSTRUCTION ADMINISTRATION	170.00
CONSTRUCTION INSPECTOR	150.00
PROJECT ADMINISTRATOR III	130.00
PROJECT ADMINISTRATOR II	110.00
PROJECT ADMINISTRATOR I	90.00
ASSISTANT	80.00

RATES INCLUDE ALL MARKUPS FOR OVERHEAD, BURDEN, FEES, ETC., AND WILL REMAIN IN EFFECT UNTIL DECEMBER 2014.

Mayor and Council

7008 S. Rice Avenue
Bellaire, TX 77401



Meeting: 09/22/14 07:00 PM
Department: Community
Development
Category: Amendment
Department Head: John McDonald
DOC ID: 1310

**SCHEDULED
ACTION ITEM (ID # 1310)**

Item Title:

Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, amending Ordinance No. 02-061, duly approved and adopted by the City Council of the City of Bellaire, Texas, on September 16, 2002, for the purpose of granting a residential planned development to be known as "The Park at Bellaire" located in the 100 block of White Drive, Bellaire, Texas, in the Loop 610 Zoning District, to include the creation of two additional residential lots on a 0.19 acre site currently addressed as 129 White Drive, Bellaire, Texas.

Background/Summary:

On September 8, 2014, City Council held a public hearing on a request from Lee Hampton as applicant to amend the existing residential planned development (PD-22), The Park at Bellaire, to include 129 White Drive. This address currently holds a one-story, single-family residence. The applicant wishes to divide the lot into two, and build two single-family residential units similar to the type currently existing along the majority of White Drive. This public hearing was held based on a recommendation of approval from the Planning and Zoning Commission.

During the public comment section of the public hearing, three residents spoke. No written comments have been received to date regarding this application.

Attached for reference is a zoning map of White Drive with the subject property identified.

Previous Council Action Summary:

The original PD-22, The Park at Bellaire, was approved by Council on September 16, 2002.

Council amended PD-22 to allow the construction of two additional residential units on July 2, 2012.

Fiscal Impact:

None

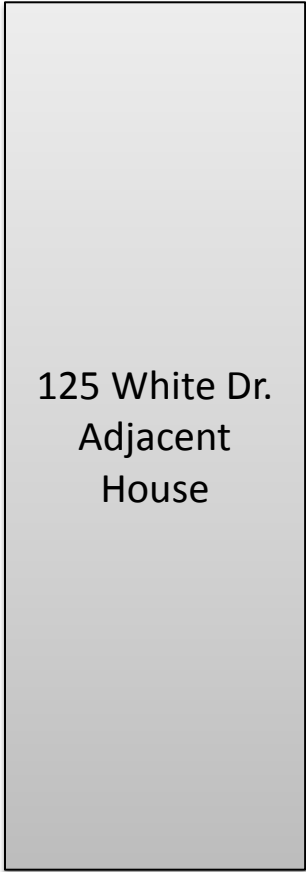
Recommendation:

The Director of Community Development endorses the Planning and Zoning Commission's recommendation for approval of this application to amend PD-22, The Park at Bellaire, to include the property currently addressed as 129 White Drive.

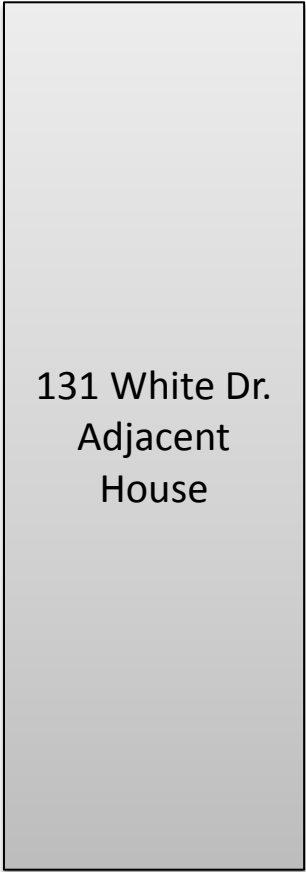
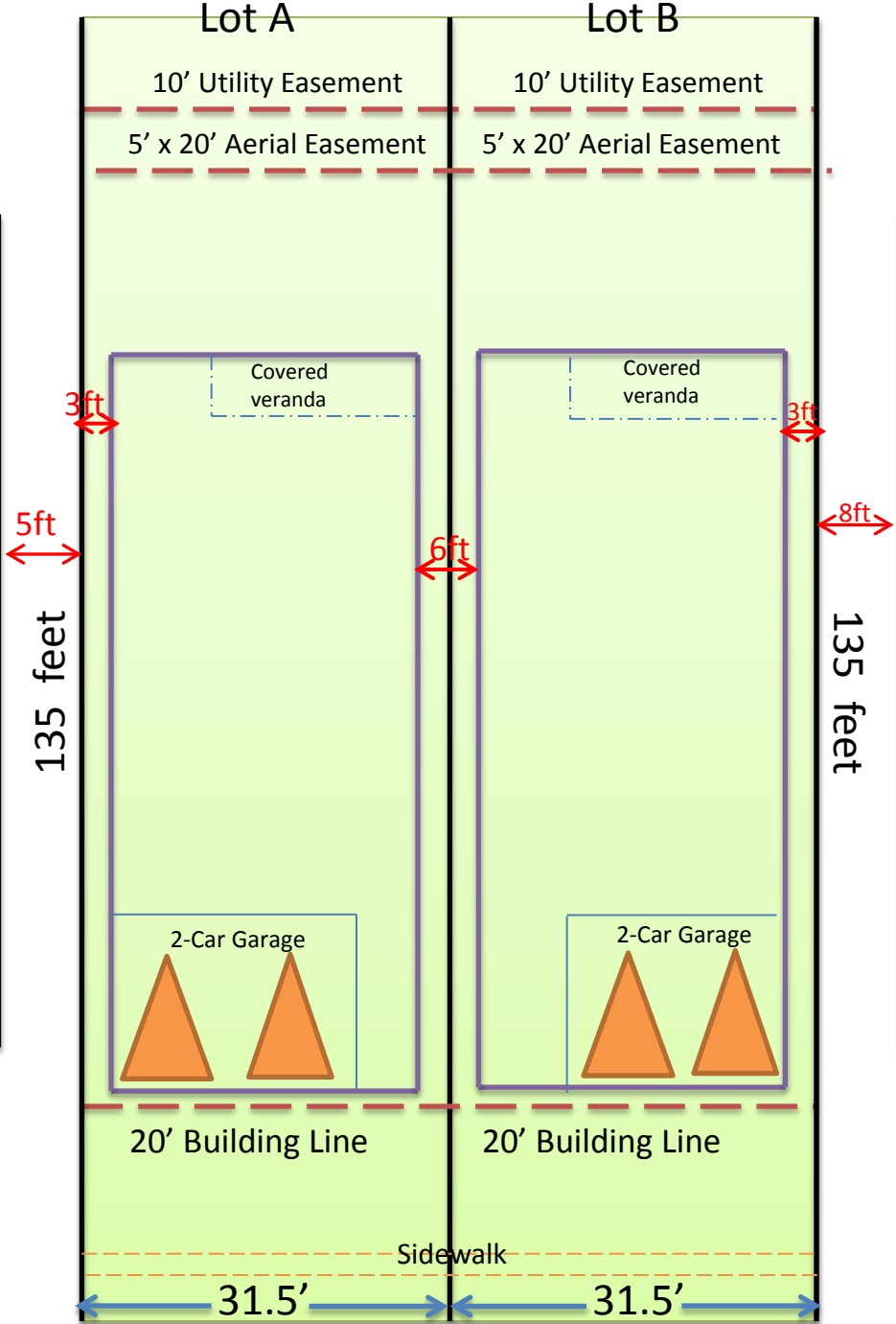
ATTACHMENTS:

- 129 White Dr Proposed Site Plan (PDF)
- 129 White Dr - Map (PDF)
- Planned Development Amendment Ordinance for Hampton - PD-22 (PDF)

Proposed



125 White Dr.
Adjacent
House



131 White Dr.
Adjacent
House

L-610

PD-22

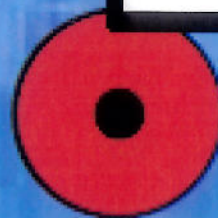
WHITE DR

L-610

P

P

S



129 White Drive





ORDINANCE NO. 14-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AMENDING ORDINANCE NO. 02-061, DULY APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, ON SEPTEMBER 16, 2002, FOR THE PURPOSE OF GRANTING A RESIDENTIAL PLANNED DEVELOPMENT TO BE KNOWN AS "THE PARK AT BELLAIRE" LOCATED IN THE 100 BLOCK OF WHITE DRIVE, BELLAIRE, TEXAS, IN THE LOOP 610 ZONING DISTRICT, TO INCLUDE THE CREATION OF TWO ADDITIONAL RESIDENTIAL LOTS ON A 0.19 ACRE SITE CURRENTLY ADDRESSED AS 129 WHITE DRIVE, BELLAIRE, TEXAS.

WHEREAS, the City Council of the City of Bellaire, Texas, heretofore previously approved and adopted Ordinance No. 02-061 on September 16, 2002, which granted a planned development amendment, PD-22, also known as "The Park at Bellaire," to Lin Development for a residential planned development consisting of twenty-five (25) single-family residences in the Loop 610 Zoning District located in the 100 block of White Drive between Bellaire Boulevard and Cedar Street in the City of Bellaire, Texas; and

WHEREAS, the City Council of the City of Bellaire, Texas, heretofore previously approved and adopted Ordinance No. 12-020 on July 2, 2012, amending Ordinance No. 02-061 to include property owned by Renee Hamilton Addleman and addressed as 124 White Drive, Bellaire, Texas, with PD-22 for the purpose of creating two additional residential lots out of her 0.175 acre site; and

WHEREAS, Lee Hampton desires to create two additional residential lots out of his 0.19 acre site addressed as 129 White Drive, Bellaire, Texas, as

follows: Lot A with a footprint 31.5 feet wide and 135 feet long and Lot B with a footprint 31.5 feet wide and 135 feet long; and

WHEREAS, the Planning and Zoning Commission of the City of Bellaire, Texas ("PZC") scheduled and held a public hearing on June 10, 2014, on the application submitted by Lee Hampton to amend PD-22 to allow the inclusion of his property in PD-22; and

WHEREAS, the PZC, by letter dated June 11, 2014, from Winfred Frazier, Chairman of the PZC, recommended approval of the planned development amendment to include the creation of two residential lots located at 129 White Drive, Bellaire, Texas, within PD-22; and

WHEREAS, the City Council of the City of Bellaire, Texas ("City Council"), received the letter of recommendation from the PZC, a copy of which is attached hereto and marked Exhibit "A," which resulted in the scheduling of a public hearing before the City Council on September 8, 2014, on the application submitted by Lee Hampton for the inclusion of his property addressed as 129 White Drive, Bellaire, Texas, within PD-22; and

WHEREAS, notice of said public hearing before the City Council was given in accordance with the requirements of law and said public hearing was held on September 8, 2014, at the time and place noticed and all persons desiring to be heard were heard on or in connection with any part or provision of the referenced application; and

WHEREAS, the City Council has determined it to be in the best interest of the City of Bellaire, Texas, to grant said application; **NOW, THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, THAT:

Section 1. The recitals set forth above are found to be true and correct.

Section 2. Ordinance No. 02-061 is hereby amended to include the property owned by Lee Hampton and addressed as 129 White Drive, Bellaire, Texas, within PD-22, also known as "The Park at Bellaire."

Section 3. Said property will be divided into two lots for use as single-family residences, the dimensions of which shall be 31.5 feet in width and 135 feet in length (Lot A) and 31.5 feet in width and 135 feet in length (Lot B).

PASSED and **APPROVED** this 22nd day of September, 2014.

(SEAL)

ATTEST:

Tracy L. Dutton, TRMC
City Clerk

SIGNED:

Dr. Philip L. Nauert
Mayor

APPROVED AS TO FORM:

Alan P. Petrov
City Attorney



EXHIBIT A

Report and Recommendation from the Planning and Zoning Commission

Amendment to Planned Development PD-22, also known as "The Park at Bellaire"

Applicant: Lee Hampton

Proposal: To include applicant's property addressed as 129 White Drive within PD-22



CITY OF BELLAIRE

Planning and Zoning Commission

June 11, 2014

To: Mayor and City Council
 From: Winfred Frazier, Chairman, Planning & Zoning Commission
 CC: John McDonald, Director of Community Development
 Subject: Report and Recommendation on an application for an amendment to "The Park at Bellaire" Planned Development

On Tuesday, June 10, 2014, the Planning & Zoning Commission held a public hearing for the purpose of reviewing an application for a Planned Development amendment to create two residential lots within "The Park at Bellaire." The property is addressed as 129 White Drive.

Background Information:

"The Park at Bellaire" was approved by City Council with the adoption of Ordinance 02-061 on September 16, 2002. The applicant's property was one of three parcels on White Drive that were not included in the original planned development request.

Any and all persons desiring to be heard in connection with the application for a Planned Development Amendment were invited to speak before the Commission. One (1) resident voiced his concern at the public hearing. His comments included:

- Concerns with the decreased distance between his home and the proposed development
- Concerns that the new development will negatively impact his property and impair sunlight from entering his home

RECOMMENDATION

During their June 10, 2014 meeting, and after due consideration and discussion, the Commission found that the application was consistent with the criteria and standards set forth in Section 24-604 of the City of Bellaire Code of Ordinances, and voted (6-0) to recommend approval of the Planned Development Amendment to include the creation of two residential lots, located at 129 White Drive within "The Park at Bellaire."

VOTE OF THE COMMISSION

Members Present and voting FOR this recommendation to City Council:

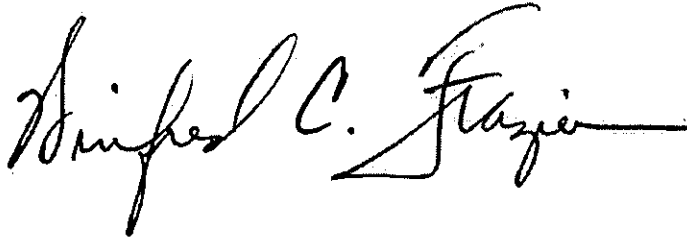
-Winfred Frazier, Bill Thorogood, Paul Simmons, Dirk Stiggins, Lynne Skinner, Marc Steinberg

Members present and voting AGAINST this recommendation to City Council:

-None.

Members Absent:

- Wayne Alderman (resigned May 2014)

A handwritten signature in black ink, reading "Stephen C. Stazie". The signature is written in a cursive style with a long horizontal stroke at the end.

Mayor and Council

7008 S. Rice Avenue
Bellaire, TX 77401



Meeting: 09/22/14 07:00 PM
Department: Public Works
Category: Agreement
Department Head: Brant Gary
DOC ID: 1279 B

SCHEDULED**ACTION ITEM (ID # 1279)**

Item Title:

Consideration of and possible action on the adoption of an ordinance approving and authorizing the City Manager of the City of Bellaire, Texas, to enter into an Interlocal Agreement with the City of Houston, Texas ("Houston"), and the Harris County Metropolitan Transit Authority ("METRO"), for cooperative purchasing and other matters related to the procurement of goods and services.

Background/Summary:

Pursuant to Subchapter F, Chapter 271 (sections 271.101 and 271.102) of the Texas Local Government Code, municipalities are authorized to participate in a cooperative purchasing program with other governmental entities to purchase materials, supplies, goods, services or equipment. Such programs satisfy the requirement of a municipality to seek competitive bids for such items and can often provide fiscal benefits as a result of cooperative procurement activities occurring on a larger scale for materials, supplies, goods, services or equipment.

This proposed Interlocal Agreement between the City of Houston, Texas ("Houston"), the Harris County Metropolitan Transit Authority ("METRO") and the City of Bellaire will allow the City enter in any contract that City of Houston or METRO has awarded through their bidding process. If Houston and/or METRO have awarded a contract with a vendor, supplier or contractor and the City of Bellaire so desires, the City can also contract with that vendor, supplier or contractor. As a point of reference, the City of West University Place approved a similar interlocal agreement with both entities in 2012. This will be useful for Bellaire as we look to provide the best options for procuring items in FY15 such as equipment purchases, service contracts, and other budgeted items.

Previous Council Action Summary:

The City of Bellaire has previously utilized purchasing agreements with other governmental entities to maximize the value of previously awarded contracts with potential vendors. On December 6, 2010, the City of Bellaire entered into a similar Interlocal Agreement with Harris County to utilize their contracts for purchasing materials, goods and services. Prior to that, on August 3, 2009, the City Council approved a joint purchasing agreement with the Harris County Department of Education.

Fiscal Impact:

This Interlocal Agreement with the City of Houston and METRO would allow the City of Bellaire to utilize the materials, goods and services that have been awarded through their bidding process. The City would have access to a wide range of products and services along with the potential for better pricing for those items. Since staff time and resources would not necessarily have to be used to conduct a bidding process, this agreement should also increase the efficiency and effectiveness of the City in procurement efforts.

Recommendation:

The Director of Public Works has reviewed the agreement and recommends approval of a request from the Public Works Department for the City of Bellaire to enter into an Interlocal Agreement with the City of Houston, Texas ("Houston") and the Harris County Metropolitan Transit Authority ("METRO").

ATTACHMENTS:

- Notice to Add Party to Interlocal Agreement with Houston and METRO - Purchase of Goods and Services (DOC)
- CoB Approved Agency Acceptance Agreement (PDF)
- COH-Ord. 2011-0457 (PDF)
- COH-METRO Interlocal Agreement (PDF)
- COH & METRO Interlocal Agreement (Amendment 1) (PDF)



ORDINANCE NO. 14-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AUTHORIZING THE CITY MANAGER OF THE CITY OF BELLAIRE, TEXAS, TO EXECUTE A DOCUMENT TITLED "NOTICE TO ADD PARTY TO INTERLOCAL PURCHASING AGREEMENT, AS AMENDED," IN A FORM AS ATTACHED HERETO AND MARKED EXHIBIT "A," FOR THE PURPOSE OF ENTERING INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF HOUSTON, TEXAS, AND THE HARRIS COUNTY METROPOLITAN TRANSIT AUTHORITY FOR COOPERATIVE PURCHASING AND OTHER MATTERS RELATED TO THE PROCUREMENT OF GOODS AND SERVICES.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS:

THAT the City Manager of the City of Bellaire, Texas, is hereby authorized to execute, for and on behalf of the City of Bellaire, Texas, a document titled "Notice to Add Party to Interlocal Purchasing Agreement, as Amended," in a form as attached hereto and marked Exhibit "A," for the purpose of entering into an Interlocal Agreement with the City of Houston, Texas, and the Harris County Metropolitan Transit Authority for cooperative purchasing and other matters related to the procurement of goods and services.

PASSED and **APPROVED** this 22nd day of September, 2014.

(SEAL)

ATTEST:

Tracy L. Dutton, TRMC
City Clerk

SIGNED:

Dr. Philip L. Nauert
Mayor

APPROVED AS TO FORM:

Alan P. Petrov
City Attorney

CONTRACT NO. C74231-001

CONTRACT NO. C74231

FIRST AMENDED INTERLOCAL PURCHASING AGREEMENT

BETWEEN

CITY OF HOUSTON

AND

THE METROPOLITAN TRANSIT AUTHORITY

Attachment: COH & METRO Interlocal Agreement (Amendment 1) (1279 : Interlocal Purchasing Agreement with City of Houston and METRO)

FIRST AMENDED INTERLOCAL PURCHASING AGREEMENT

C74231
2011-0869

This First Amended Interlocal Purchasing Agreement ("Amended Agreement") entered into between the Metropolitan Transit Authority of Harris County, ("METRO"); and The City of Houston, a home rule municipality of the State of Texas ("City"); collectively known as the "Parties", to permit procurement units of the Parties to purchase materials and services using contracts between the City, or METRO and applicable contracted vendors. In consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result thereof, the Parties agree as follows:

RECITALS

1. **The City and METRO entered into an Interlocal Purchasing Agreement approved by Ordinance No. 2011-0457 on June 8, 2011 and board resolution number 2011-0457 ("Original Agreement"),**
AND METRO BOARD Resolution (2011-52) MK
2. **The Parties desire to authorize the Purchasing Agent of the City of Houston and the Vice President of Procurement and Materials of METRO to add other local governments and political subdivisions of the State of Texas to the Original Agreement.**

NOW, THEREFORE, the Parties agree to the terms and conditions of this First Amended Agreement as follows:

I. AMENDMENT

1. The following sections are hereby added to the Original Agreement as follows:

"17. ADDITIONAL PARTIES

City and METRO, by written notice from both the City Purchasing Agent and the Vice President of Procurement and Materials at any time during the term of the Original Agreement (C74231), may approve and add local governments or political subdivisions of the State of Texas to the Original Agreement, to permit its procurement units to purchase materials and services using contracts between the City or METRO or other added local governments or political subdivisions of the State of Texas and applicable contracted vendors. Any such written notice shall take effect on the date stated in the signed notice from the City and METRO and shall be in accordance with the General Terms and Conditions as set forth in the Original Agreement (C74231) between the City and Metro. The written notice shall be in the form attached as Exhibit "A" to this First Amendment.

"18. RESPONSIBLE OFFICERS

The City Purchasing Agent for the City of Houston and the Vice President of Procurement and Materials are authorized to approve adding local governments or political subdivisions of the State of Texas to the Original Agreement in accordance with Section 17 of this Agreement."

II. OTHER TERMS AND CONDITIONS

Except as provided herein, all other terms and conditions of the Original Agreement remain unchanged and in full force and effect. If a conflict between the Original Agreement and this Amended Agreement exists or occurs, this Amended Agreement shall control.

III. SIGNATURES

This First Amended Agreement has been executed on behalf of **The CITY OF HOUSTON** by its duly authorized representative and **METRO** by its duly authorized representative.

This First Amended Agreement, in duplicate originals, each having equal force has been executed on behalf of the parties hereto as follows:

- a. It has on the 27th day of October, 2011, been executed on behalf of METRO by its President and Chief Executive Officer and attested by its Assistant Secretary, pursuant to the Resolution of its Board of Directors authorizing such execution.
- b. It has on the 14th day of October, 2011, been executed on behalf of City by its Mayor and attested by its City Secretary, pursuant to the ordinance of its City Council authorizing such execution.

CITY OF HOUSTON

ATTEST/SEAL:

City Secretary

APPROVED:

City Purchasing Agent

APPROVED AS TO FORM:

Assistant City Attorney

L.D. File No. 0371100080002

CITY OF HOUSTON

By

Mayor


COUNTERSIGNED:

City Controller

DATE COUNTERSIGNED:


10-14-11

METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY, TEXAS

By: 
George Greanias
President and Chief Executive Officer

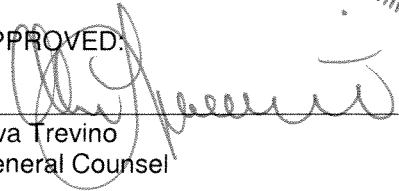
Executed for and on behalf of the Metropolitan Transit Authority pursuant to Resolution No. 2011-101, the Board of Directors passed on the 27th day of October 2011, and on file in the office of Assistant Secretary of METRO.

ATTEST:


Assistant Secretary



APPROVED:


Alva Trevino
General Counsel

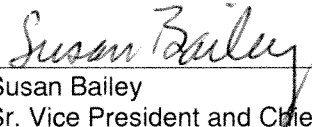

Susan Bailey
Sr. Vice President and Chief Financial Officer

EXHIBIT "A"
Notice to Add Party to
Interlocal Purchasing Agreement, as amended
Dated _____
Contract No _____

1. Pursuant to Section 17 of the Original Agreement between the City and METRO, [INSERT AGENCY HERE] desires to be added as a party to the Original Agreement, as may be amended from time to time, to allow its procurement unit to purchase materials and services using contracts between all of the parties to the Original Agreement and its applicable contracted vendors.

2. [INSERT AGENCY NAME HERE] represents that it has the authority to enter into and become a party to the Original Agreement, as amended.

3. [INSERT AGENCY NAME HERE] shall comply with all of the terms and conditions of the Original Agreement, as amended.

4. The designated representative for [INSERT AGENCY NAME HERE] shall be _____.

5. Pursuant to Section 13 of the Original Agreement, all notices for [INSERT AGENCY NAME HERE] shall be given to: _____.

This notice becomes effective upon [date] at which time [INSERT AGENCY NAME HERE] may begin purchasing materials and services under the Original Agreement, as amended.

CITY OF HOUSTON
 RESPONSIBLE OFFICER

By: _____
 Printed Name: _____

METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY, TEXAS
 RESPONSIBLE OFFICER

By: _____
 Printed Name: _____

[INSERT AGENCY NAME HERE]

City of Houston, Texas Ordinance No. 2011-457

AN ORDINANCE APPROVING AND AUTHORIZING AN INTERLOCAL PURCHASING AGREEMENT BETWEEN THE CITY OF HOUSTON AND THE METROPOLITAN TRANSIT AUTHORITY FOR COOPERATIVE PURCHASING AND OTHER MATTERS RELATED TO THE PROCUREMENT OF GOODS AND SERVICES; MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

* * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. The City Council hereby approves and authorizes the contract, agreement or other undertaking described in the title of this Ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by this reference. The Mayor, or, in the absence of the Mayor, the Mayor Pro Tem is hereby authorized to execute such document and all related documents on behalf of the City of Houston. The City Secretary, or in the absence of the City Secretary, any Assistant City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 2. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such agreement, agreements or other undertaking described in the title of this ordinance, in the event of changed circumstances.

Section 3. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contract without further authorization from Council.

Section 4. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.


PASSED AND ADOPTED this 8th day of June, 20 11.

APPROVED this _____ day of _____, 20 ____.

Mayor of the City of Houston, Texas

Attachment: COH-Ord. 2011-0457 (1279 : Interlocal Purchasing Agreement with City of Houston and METRO)

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is JUN 14 2011.


City Secretary

(Prepared by Legal Dept.
(MJM/DBB/05/25/11)


Senior Assistant City Attorney

(Requested by Calvin D. Wells, City Purchasing Agent, Administration & Regulatory Affairs Department)

(L.D. File No. 0371100080001)

G:\MJM\METRO2011\ORD.DOC

AYE	NO	
✓		MAYOR PARKER
....	COUNCIL MEMBERS
✓		STARDIG
✓		JOHNSTON
✓		CLUTTERBUCK
	ABSENT	ADAMS
✓		SULLIVAN
✓		HOANG
✓		PENNINGTON
✓		GONZALEZ
✓		RODRIGUEZ
✓		COSTELLO
✓		LOVELL
✓		NORIEGA
✓		BRADFORD
✓		JONES
CAPTION	ADOPTED	

CAPTION PUBLISHED IN DAILY COURIER
REVIEW
DATE: JUN 14 2011

C74231
2011-0457

INTERLOCAL PURCHASING AGREEMENT

This Interlocal Purchasing Agreement ("Agreement") entered into between the Metropolitan Transit Authority of Harris County, ("METRO") and The City of Houston, a home rule municipality of the State of Texas ("City"), collectively known as the "Parties", to permit procurement units of the Parties to purchase materials and services using contracts between the City or METRO and applicable contracted vendors. In consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result thereof, the Parties agree as follows:

1. DEFINITIONS

1.1 "Eligible Procurement Unit" means a department or official of a local government or political subdivision of the State of Texas responsible for procuring materials and services for a Party.

1.2 "Procuring Party" means the Party who advertises for procurements of materials and services following the State of Texas and local purchasing requirements for each Party.

1.3 "User Party" means the Purchasing Agent or Procurement Agent of a Party who purchases materials and services from the Procuring Party's Vendor Contract.

1.4 "Vendor" means the successful bidder or proposer who contracts with the Procuring Party and agrees, upon request of a User Party, to provide the same products and services at the same price.

1.5 "Vendor Contract" means the Purchase Agreement between the Procuring Party and the successful bidder or proposer that meets the purchasing requirements for each Party.

2. AUTHORIZATION

Appropriate action by ordinance, resolution or otherwise pursuant to the laws applicable to each Party shall be necessary before this Agreement becomes effective. The governing body of each Party shall designate in writing a representative to conduct matters under this Agreement.

3. SCOPE OF SERVICES

3.1 The Parties may make available certain contracts with vendors and service providers (collectively "Vendors") in which the Parties are able to mutually purchase materials and services in compliance with each Party's applicable procurement statute ("Vendor Contracts"). This Agreement shall not apply to procurements using grant or federal funds.

3.2 The Procuring Party may invite the Eligible Procurement Unit, by written notice, to participate in any solicitation applicable under this Agreement, according to the procedure attached as Exhibit "A". Specifications for the materials and services required will be determined jointly by the Parties before the solicitation of a good or service.

3.3 All procurements shall be conducted in accordance with the applicable laws, rules and regulations of the State of Texas for each Party. The Eligible Procurement Unit of a Party shall ensure that its legal requirements are met and shall be responsible for any additional actions that may be necessary to meet those requirements.

3.4 All Vendor Contracts shall include the terms and conditions requested by the Eligible Procurement Unit pursuant to the procedure in the attached Exhibit "A".

3.5. The Eligible Procurement Unit shall:

(A) Issue a purchase order or execute a contract with the Vendor for the purchase of the goods or service offered under the Vendor Contract; and

(B) Ensure that contracts and purchase orders issued against Vendor Contracts are consistent with the terms and prices established in the Vendor Contracts and ensure the Vendor complies with any provisions relating to the quality of items and terms of delivery; and

(C) Make timely payments to the Vendor for all materials and services received in accordance with the terms and conditions of the Vendor Contract. Payment for materials or services and inspection and acceptance of materials or services ordered by the Eligible Procurement Unit shall be the exclusive obligation of such unit. Such payments shall be made from current funds available to the Eligible Procurement Unit on or before the due date for payment of the invoice for the delivery of any materials or services under the Vendor Contract; and

(D) Be responsible for ordering materials or services under the Vendor Contract pursuant to the terms of this Agreement.

4. NEGOTIATION OF VENDOR CONTRACTS PROHIBITED

The Parties shall not use the Vendor Contracts as a method or tool to re-negotiate prices or services.

5. ADVERTISEMENT OF VENDOR CONTRACTS

The Parties shall not advertise or market the Vendor Contracts without the prior written consent of the other Parties.

6. LIMITATION OF LIABILITY

NOTHING IN THIS AGREEMENT MAY BE CONSTRUED AS CREATING ANY PERSONAL LIABILITY ON THE PART OF ANY OFFICER, DIRECTOR, EMPLOYEE OR AGENT OF ANY PUBLIC BODY THAT MAY BE A PARTICIPANT TO THIS AGREEMENT AND THE PARTICIPANTS EXPRESSLY AGREE THAT THE EXECUTION OF THIS AGREEMENT DOES NOT CREATE ANY PERSONAL LIABILITY ON THE PART OF ANY OFFICER, DIRECTOR, EMPLOYEE OR AGENT OF EITHER PARTICIPANT.

7. TERM

The term of this Agreement is one (1) year, commencing on the date this Agreement is finally executed by all the required officials for each Party. Thereafter, this Agreement will automatically renew for 20 successive one-year terms, unless a Party indicates in writing to the other Party its intent to terminate this Agreement before the end of the then current term.

8. TERMINATION FOR CONVENIENCE

Either Party may terminate this Agreement for any reason with at least thirty (30) days written notice to the other Party. In the event a Party terminates this Agreement, the remaining Party shall not be liable for any costs or damages incurred by the Party as a result of such termination.

9. AMENDMENTS

This Agreement may be modified or amended only by a written Amendment signed by all Parties.

10. SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable for any reason, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

11. ASSIGNMENT

This Agreement shall not be assigned or otherwise transferred to a third party without the prior written consent of each Party.

12. JOINT VENTURE

The Parties agree and acknowledge that this Agreement does not create a joint venture, partnership, or joint enterprise, and that each Party is not an agent of the other Party and that each Party is responsible in accordance with the laws of the State of Texas for its own negligent or wrongful acts or omissions and for those of its officers, agents or employees in conjunction with the performance of services covered under this Agreement, without waiving any governmental immunity available to the Parties under Texas law and without waiving any defenses of the Parties under Texas law. The provisions of this section are solely for the benefit of the Parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

13. NOTICES

All notices or communications which are required or permitted herein shall be in writing and shall be sufficient if delivered personally, sent by facsimile transmission, or sent by registered or certified mail, postage prepaid, return receipt requested, to the parties at their address or facsimile numbers set forth below, which may be changed by notice to the other party:

METRO: VP Procurement and Materials or his/her designee
1900 Main Street
Houston, Texas

City: City of Houston Purchasing Agent or his/her designee
Strategic Purchasing Division (SPD)
901 Bagby, Ste. B113 (Concourse Level)
Houston, TX 77002

14. FUNDING OBLIGATION

All Parties acknowledge neither Party has allocated or appropriated any funds under this Agreement. All funding obligations shall be addressed in any subsequent purchase order or contract relating to the Vendor Contract issued by a Party pursuant to this Agreement.

15. APPLICABLE LAWS

Venue and jurisdiction of any lawsuit, or cause of action arising under or in connection with this Agreement, shall lie exclusively in Harris County, Texas.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings whether oral or written respecting the subject matter. Any amendment to this Agreement must be in writing, signed by all parties and accomplished in accordance with the modification requirements of the respective Parties.

IN TESTIMONY OF WHICH, this Agreement, in duplicate originals, each having equal force has been executed on behalf of the parties hereto as follows, to wit:

- a. It has on the 16th day of JUNE, 2011, been executed on behalf of METRO by its President and Chief Executive Officer and attested by its Assistant Secretary, pursuant to the Resolution of its Board of Directors authorizing such execution.
- b. It has on the ____ day of _____, 2011, been executed on behalf of City by its Mayor and attested by its City Secretary, pursuant to the ordinance of its City Council authorizing such execution.

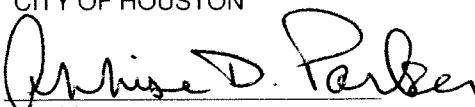
CITY OF HOUSTON

ATTEST/SEAL:

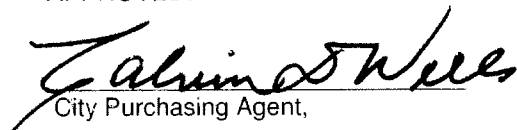


City Secretary

CITY OF HOUSTON

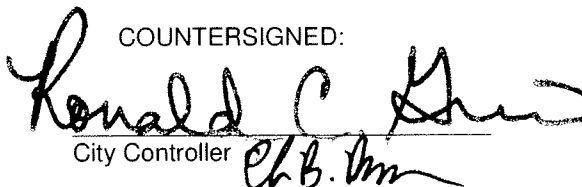
 By 
 Mayor

APPROVED:



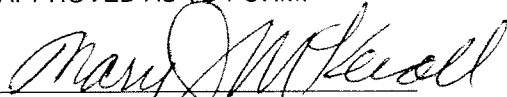
City Purchasing Agent,

COUNTERSIGNED:



City Controller

APPROVED AS TO FORM:



Assistant City Attorney

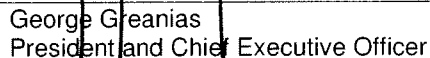
DATE COUNTERSIGNED:

6/9/11

L.D. File No. 0371100080001

METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY, TEXAS

By:


 George Greanias
 President and Chief Executive Officer

Executed for and on behalf of the Metropolitan Transit Authority pursuant to Resolution No. 20110457 the Board of Directors, passed on the 8th day of JUNE 2011, and on file in the office of Assistant Secretary of METRO.

ATTEST:



Assistant Secretary

JUN 16 2011

APPROVED:

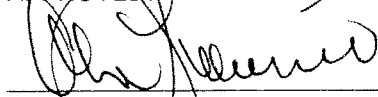
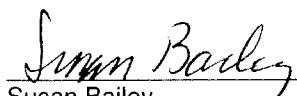

Alva Trevino
General Counsel

Susan Bailey
Sr. Vice President and Chief Financial Officer

EXHIBIT "A"

INTERLOCAL PROCEDURES
FOR
PROCUREMENTS

The following is a procedure that will be used before any solicitation is released in order for both parties to agree to terms and conditions:

Before a solicitation is developed, the User Party shall meet with and provide the Procuring Party with its requirements which shall include, but not be limited to the following:

- Estimated quantities of items/services required for the contract.
- Specification/scope of services/statement of work.
- Required articles that are necessary, i.e. insurance, federal articles, indemnification, specific contract articles, small business, etc.

The Procuring Party shall provide a draft of the solicitation for review and mutual approval by the other before the solicitation is issued.

All parties may participate in the Pre-Bid/Pre-Proposal Conferences, if held.

All parties shall have the right to review the evaluation process and award of contract.

**Notice to Add Party to
Interlocal Purchasing Agreement, as amended
Dated _____
Contract No. C74231**

1. Pursuant to Section 17 of the Original Agreement between the City and METRO, THE CITY OF BELLAIRE desires to be added as a party to the Original Agreement, as may be amended from time to time, to allow its procurement unit to purchase materials and services using contracts between all of the parties to the Original Agreement and its applicable contracted vendors.
2. THE CITY OF BELLAIRE represents that it has the authority to enter into and become a party to the Original Agreement, as amended.
3. THE CITY OF BELLAIRE shall comply with all of the terms and conditions of the Original Agreement, as amended.
4. The designated representative for THE CITY OF BELLAIRE shall be CITY MANAGER or his/her designee.
5. Pursuant to Section 13 of the Original Agreement, all notices for THE CITY OF BELLAIRE shall be given to:

**City Manager
City of Bellaire
7008 S Rice Avenue
Bellaire, TX 77401**

**Director of Public Works
City of Bellaire Public Works
4337 Edith Street
Bellaire, TX 77401**

This notice becomes effective upon approval by City Council on September 22, 2014 at which time THE CITY OF BELLAIRE may begin purchasing materials and services under the Original Agreement, as amended.

CITY OF HOUSTON
RESPONSIBLE OFFICER

By: _____
Printed Name: Calvin D. Wells

METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY, TEXAS
RESPONSIBLE OFFICER

By: _____
Printed Name: _____

THE CITY OF BELLAIRE

By: _____
Printed Name: _____

Mayor and Council

7008 S. Rice Avenue
Bellaire, TX 77401



Meeting: 09/22/14 07:00 PM
Department: City Clerk
Category: Appointment
Department Head: Tracy L. Dutton
DOC ID: 1366

SCHEDULED**ACTION ITEM (ID # 1366)**

Item Title:

Discussion, consideration, and possible action on a request from Councilman James P. Avioli, Sr., to develop and adopt a method of appointment of membership, number of members, charge, and implementation of the Ad Hoc Committee established by City Council on September 8, 2014, to serve in an architectural advisory capacity to City Council regarding the development of the new City Hall and other new City facilities.

Background/Summary:

On September 8, 2014, the City Council of the City of Bellaire, Texas, approved a motion made by Councilman Pat B. McLaughlan to establish an Ad Hoc Committee to serve in an architectural advisory capacity to City Council regarding the development of the new City Hall and new City facilities. Councilman McLaughlan made suggestions regarding the method of the appointment of members and number of members; however, the suggestions were not incorporated into the motion.

Councilman James P. Avioli, Sr., requested the addition of an agenda item to further discuss and consider the development and adoption of a method of appointment of the membership of the Ad Hoc Committee, number of members, their charge, and implementation.

Previous Council Action Summary:

An Ad Hoc Committee was established by the Bellaire City Council on September 8, 2014, to serve in an architectural advisory capacity to City Council regarding the development of the new City Hall and new City facilities.

Fiscal Impact:

N/A

Recommendation:

Councilman James P. Avioli, Sr., recommends that a method of appointment of the membership of the Ad Hoc Committee, number of members, their charge, and implementation be developed and adopted by City Council.