

# CITY OF BELLAIRE TEXAS

MAYOR AND COUNCIL

JANUARY 26, 2015

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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 - Dr. Philip L. Nauert, Mayor.**

**C. Pledges to The Flags - Dr. Philip L. Nauert, Mayor.**

**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. Bellaire City Council Special Session (Public Hearing) Minutes dated January 5, 2015:**

Consideration of and possible action on the approval of the minutes of the Special Session (Public Hearing) of the City Council of the City of Bellaire, Texas, held on Monday, January 5, 2015.

Mayor and Council - Public Hearing - Jan 5, 2015 6:00 PM

**2. Bellaire City Council Regular Session Minutes dated January 5, 2015:**

Consideration of and possible action on the approval of the minutes of the Regular Session of the City Council of the City of Bellaire, Texas, held on Monday, January 5, 2015.

Mayor and Council - Regular Session - Jan 5, 2015 7:00 PM

**3. Bellaire City Council Special Session (Board and Commission Interviews) dated January 12, 2015:**

Consideration of and possible action on the approval of the minutes of the Special Session (Board and Commission Interviews) of the City Council of the City of Bellaire, Texas, held on Monday, January 12, 2015.

Mayor and Council - Special Session - Jan 12, 2015 6:00 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 and Presentations:**

1. City Manager's Report dated January 26, 2015, regarding calendar year 2014 police activity.

(Requested by Paul A. Hofmann, City Manager)

2. Presentation by Pablo Valle, Program Manager I, Engineering & Capital Projects, of the Metropolitan Transit Authority of Harris County, Texas ("METRO"), regarding METRO's Bus Shelter Special Request Program and possible direction from the City Council of the City of Bellaire, Texas, ("City Council") to the Cultural Arts Board of the City of Bellaire, Texas, to develop a proposal to be submitted to City Council and, upon approval, to the METRO Bus Shelter Special Request Program. Other representatives available for questions and discussion include METRO President & CEO Tom Lambert, METRO Executive Vice President Roberto Trevino, METRO Board Member Burt Ballanfant, and Cultural Art Board Chair Terry Leavitt-Chavez.

(Requested by Diane K White, City Manager's Office)

3. Presentation by James Broadwell, Chair of the Parks and Recreation Advisory Board of the City of Bellaire, Texas ("Board"), regarding the Board's recommendation for the expenditure of \$250,000 in budgeted funds for park improvements and consideration and possible action by the City Council of the City of Bellaire, Texas, regarding said recommendation.

(Requested by Karl Miller, Parks, Recreation and Facilities)

4. Presentation by Council Member Gus Pappas, Council Liaison to the Ad Hoc Municipal Facilities Advisory Committee, regarding the status of Committee activities and the extent to which exploring additional site plan options is consistent with the direction provided to the Committee in Ordinance No. 14-058, and receive City Council direction as appropriate.

(Requested by Tracy L. Dutton, City Clerk)

5. Presentation by City Engineer James Andrews, P.E., regarding an update on the City's streets and drainage infrastructure.

(Requested by Brant Gary, Public Works)

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

1. Presentation of a petition submitted under the "Neighborhood Traffic Improvement Program" by residents abutting Elm Street from South Rice Avenue to IH-610 for the installation of traffic control devices (speed humps) on Elm Street and consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, setting the neighborhood area for said petition and calling a public hearing before the City Council of the City of Bellaire, Texas, on Monday, March 2, 2015, in the Council Chamber, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas 77401, to hear any and all persons desiring to be heard on or in connection with a petition from more than 80% of the property owners abutting Elm Street from South Rice Avenue to IH-610 for the installation of traffic control devices (speed humps) on said street.

(Requested by Tracy L. Dutton, City Clerk)

2. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, granting a planned development permit, PD-24-CMU, to Sandcastle Homes, Inc., for the construction of twelve (12) single-family two-story residences to be known as "Bellaire Gardens" in the CMU Zoning District on a 0.9545 acre site on the north side of Bissonnet Street between Newcastle Street and Howard Lane and currently addressed as 0 Newcastle Street and 0 Howard Lane in the City of Bellaire, Texas.

(Requested by John McDonald, Development Services)

3. Consideration of and possible action on a recommendation from the Director of Public Works and the Project Engineer, HDR Engineering, Inc., to award a contract to Total Contracting Limited for the performance of work and provision of materials necessary to complete Phase 5A of the Rebuild Bellaire Program (consisting of new storm sewer systems, new streets, new driveway approaches and new sidewalks) in an amount not to exceed \$10,250,150.00 and consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the City Manager and City Clerk to execute and attest, respectively, for and on behalf of the City of Bellaire, Texas, a Standard Form of Agreement with Total Contracting Limited for said project in an amount not to exceed \$10,250,150.00.

(Requested by Brant Gary, Public Works)

4. Consideration of and possible action on a recommendation from the Director of Public Works to award a contract to Andritz, Inc., for the purchase of two rotating drum assemblies to replace the existing rotating drum assemblies for the fine screens at the Bellaire Wastewater Treatment Plant and associated installation costs in an amount not to exceed \$72,052.00 plus a contingency of 5% to cover any unforeseen overages, said replacement of which would enhance the functionality and effectiveness of the fine screens with respect to the removal of solids from incoming flows, and on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the City Manager and City Clerk of the City of Bellaire, Texas, to execute and attest, respectively, for and on behalf of the City of Bellaire, Texas, a Standard Form of Agreement with ANDRITZ Separation, Inc., for the provision and installation of two new rotating drum assemblies for the fine screens at the Bellaire Wastewater Treatment Plant.

(Requested by Brant Gary, Public Works)



5. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, appointing Patricia D. (Pat) Lunn, CPA, to serve as the citizen appointee to the Audit Finance Board of the City of Bellaire, Texas, for a one-year term commencing on February 1, 2015, and ending on January 31, 2016.

(Requested by Tracy L. Dutton, City Clerk)

6. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, appointing one (1) member to the Parks and Recreation Advisory Board of the City of Bellaire, Texas, to fill an unexpired term commencing on January 26, 2015, and ending on June 30, 2016.

(Requested by Tracy L. Dutton, City Clerk)

7. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, designating one (1) member to serve on the Evelyn's Park Conservancy Board as the City's Representative to fill an unexpired term commencing on January 26, 2015, and ending on June 30, 2015.

(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

JANUARY 5, 2015

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 Special Session (Public Hearing) of the City Council of the City of Bellaire, Texas, to order at 6:06 p.m. on Monday, January 5, 2015. He announced that all members of City Council were present as set forth in the table 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	
etrov	City Attorney	Present	
Dutton	City Clerk	Present	

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

The "Notice of Public Hearing" related to an application and request submitted by Sandcastle Homes, Inc., for a planned development permit to construct twelve (12) single-family two-story residences on a tract of property located on the north side of Bissonnet Street between Newcastle Street and Howard Lane was read into the record by City Clerk Tracy L. Dutton.

City Clerk Dutton advised that the "Notice of Public Hearing" ("Notice") was mailed on December 12, 2014, to 45 property owners and/or assumed rental properties located within 200 feet of the property on which the planned development permit had been requested. The Notice was posted on the City's official bulletin board and website on December 12, 2014, and published in the legal notices section of the Southwest News on December 16, 2014.

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

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

Minutes Acceptance: Minutes of Jan 5, 2015 6:00 PM (Bellaire City Council Special Session (Public Hearing) Minutes dated January 5, 2015:)

**D. Presentation - Bellaire Gardens Planned Development:**

Presentation of an application and request submitted by Sandcastle Homes, Inc., in accordance with Chapter 24, Planning and Zoning, Article VI, Amendatory Procedures, Section 24-604, Application for a Planned Development Amendment, of the Code of Ordinances of the City of Bellaire, Texas, for a residential planned development to be known as "Bellaire Gardens" consisting of twelve (12) single-family two-story residences on a 0.9545 acre site located on the north side of Bissonnet Street between Howard Lane and Newcastle Street and currently addressed as 0 Howard Lane and 0 Newcastle Street, Bellaire, Texas, in the CMU Zoning District.

Mike Salomon, President, Sandcastle Homes, Inc., summarized the application and request he had submitted for the construction of twelve (12) single-family two-story residences on a 0.9545 acre tract of land located on the north side of Bissonnet Street between 0 Newcastle Street and 0 Howard Lane, Bellaire, Texas.

President Salomon advised that Sandcastle Homes, Inc., was a small to medium-sized homebuilding company established in Houston, Texas, in 1995. He indicated that he started the company himself with a partner.

The application and request submitted by Sandcastle Homes, Inc., related to a 0.9545 acre site located approximately where Bissonnet Street intersected Newcastle Street and Howard Lane. The site was just to the north of an eye center that was currently undergoing the City's specific use permit process. President Salomon advised that Sandcastle Homes, Inc., had owned the referenced property for approximately four years. The property consisted of six lots (102 through 107) in Mulberry Manor. At the time the property was purchased, it was zoned R-M.1, which allowed for the construction of single-family homes, as well as commercial uses.

Reference was made to a recent Comprehensive Plan Update by City Council which resulted in the property being rezoned from R-M.1 to CMU. President Salomon stated that the CMU Zoning District would not allow single-family residential construction unless the construction was part of a planned development consisting of at least 3/4 of an acre or more.

President Salomon noted that the Sandcastle Homes, Inc., site was located between what would soon be commercial construction and what was currently residential construction. His planned development, if approved, would serve as a buffer between existing residential and commercial uses. The dimensions of the original lots owned by Sandcastle Homes, Inc., were noted to be 60' wide by 115.5' deep.

President Salomon indicated that his proposal consisted of a product that was smaller than the traditional home seen in Bellaire. The lots would be one-half the size of traditional lots in Bellaire, which would allow for a price point that was currently under-satisfied in Bellaire (i.e., lifestyle housing). President Salomon advised that the development would consist of twelve (12) smaller homes. Reference was made to a site plan of the proposed development included in City Council's agenda packet.

The impervious cover resulting from the proposed development was noted to be 58-1/2% (i.e., driveways, sidewalks, air conditioning pads, and foundation). The proposed development was, therefore, below the threshold of 60% for traditional single-family housing. The development would not require the installation of

additional infrastructure. The homes would be serviced directly from water/wastewater systems the City currently had in place.

As noted above, the proposed development would consist of twelve (12) new homes, six (6) on Newcastle Street and six (6) on Howard Lane. President Salomon noted that the only other option for the property was commercial use. He believed that the traffic resulting from the residential development would be far less than that resulting from a commercial use.

The homes would consist of two stories and would have the ability to park four cars (two inside the garage plus at least two more on the driveway). All of the living areas would be on the first level with the bedrooms on the second level.

(Requested by John McDonald, Development Services)

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

**Beth Soletsky:**

Ms. Soletsky addressed City Council and noted that she lived diagonally across the street from the planned development on Howard Lane. She indicated that the residents had understood that the proposed property was platted for six (6) lots--three (3) on Newcastle Street and three (3) on Howard Lane.

Ms. Soletsky indicated that she believed none of the residents on Howard Lane were aware of the zoning change that removed single-family residences from the mix of uses in their area (i.e., zoning district change--R-M.1 to CMU).

She continued and advised that she had put all of her funds into her home on Howard Lane. Ms. Soletsky advised that Howard Lane was 72 years old and slated to be redeveloped. The street had no light poles or sidewalks, and she personally had water standing in front of her home 365 days a year. Howard Lane did not need six more homes in her opinion.

Additionally, Ms. Soletsky stated that there were six new houses and three original bungalows on Howard Lane. The land on Howard Lane was not valuable enough to be redeveloped, in Ms. Soletsky's opinion. In closing, Ms. Soletsky indicated that her main concerns were related to an increase in traffic and overflow parking.

**Chris Argawal:**

Mr. Argawal addressed City Council and advised that he was in agreement with all of the comments made by Beth Soletsky.

**Rhonda Hill:**

Ms. Hill addressed City Council regarding Howard Lane. She indicated that during the 20 years she had lived in her home, the road had not been replaced and had only been repaired one time. Drainage, which was an ongoing issue on Howard Lane, was of concern to Ms. Hill, as her home had flooded in 2001 as a result of Tropical Storm Allison.

Of additional concern to Ms. Hill was the insufficient public space (sidewalks) and safety lighting on Howard Lane. She urged City Council to consider upgrading the infrastructure on Howard Lane before allowing the construction of any more homes.

**Walt Hill:**

Mr. Hill addressed City Council and advised that he was in agreement with all of the comments made by Rhonda Hill.

**Richard Franke:**

Mr. Franke addressed City Council regarding the proposed development. He indicated that he and his neighbors moved onto Howard Lane thinking that the property in front of their residences would be residential, with commercial uses fronting Bissonnet Street.

In addition, Mr. Franke stated that he did not agree with the construction techniques that Sandcastle Homes, Inc., were being permitted to use on the property. It was Mr. Franke's understanding that the foundations for the development would not have to be constructed on piers and beams as other homes had been required to do.

Of further concern to Mr. Franke was the additional traffic that would be added to Newcastle Street with no additional parking as a result of the development. In his opinion, the new residents on Newcastle Street having to back in and out of their driveways onto an already congested street was a large hazard. Also, during the mornings and afternoons, Pin Oak Middle School contributed a great deal of traffic on Newcastle Street. The new development would compound that traffic as well, in Mr. Franke's opinion.

{The speaker's allotted time ended at this point in the meeting}

**Lynn McBee:**

Ms. McBee addressed City Council regarding the proposed residential development, and indicated that she was present when the case was made to reduce the standard planned development size from two (2) acres to less than one (1) acre. She indicated that she had opposed the change on pure theoretical principles.

Ms. McBee stated that Bellaire had been committed to low density since 1939, with the exception of Pont Alba Apartments, which were permitted as the highest density many years ago. Now, Bellaire was going along with what the Houston community had to do to accommodate its new growth and population. Ms. McBee advised that Bellaire did not have to do that because it was a zoned community.

Further, Ms. McBee advised that two (2) commercial permits were being sought with twelve (12) homes being shoehorned into a less than adequately-sized tract, in her opinion. She noted that the intent of the developer was not in question.

With respect to traffic, the Bissonnet Street arterial (which Ms. McBee stated could no longer be widened) accommodated 231 units at Wesleyan, 424 at West University, and a 40-story building further down at West Alabama. With respect to Bellaire Boulevard, it accommodated at least 39 homes (and probably more), with an additional 30 homes on Maple Street and Atwell Drive.

Ms. McBee urged City Council to set up a resistance to higher density regardless of the cost. She indicated that housing would come according to the zoning requirements that Bellaire set. She opposed the development, noting that the traffic was already untenable on Bissonnet Street, and urged that the property be developed for commercial use.

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

Dr. Philip L. Nauert, Mayor, opened the floor for questions of the applicant by members of City Council.

After each member of City Council had an opportunity to present their questions to the applicant, the public hearing was closed with respect to oral comments.

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

Dr. Philip L. Nauert closed the public hearing before the City Council of the City of Bellaire, Texas, regarding an application and request for a planned development to construct twelve (12) single-family two-story residences on a 0.9545 acre tract of property on the north side of Bissonnet Street between Newcastle Street and Howard Lane, Bellaire, Texas, at 7:18 p.m. on Monday, January 5, 2015.

Mayor Nauert indicated that written comments could be submitted to City Council prior to final deliberation on the matter. It was anticipated that final deliberation would occur on Monday, January 26, 2015. In order for written comments to be considered for the record, those comments needed to be provided to the City Council, in care of the City Clerk, by noon on Thursday, January 22, 2015.

**H. Adjourn.****Motion:**

To adjourn the Special Session (Public Hearing) of the City Council of the City of Bellaire, Texas, at 7:19 p.m. on Monday, January 5, 2015.

<b>RESULT:</b>	<b>UNANIMOUS</b>
<b>MOVER:</b>	Roman F. Reed, Councilman
<b>SECONDER:</b>	Gus E. Pappas, Councilman
<b>AYES:</b>	Nauert, Nathan, Reed, Avioli Sr., Pappas, McLaughlan, Friedberg



# CITY OF BELLAIRE TEXAS

## MAYOR AND COUNCIL

JANUARY 5, 2015

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 Regular Session of the City Council of the City of Bellaire, Texas, to order at 7:30 p.m. on Monday, January 5, 2015. He advised that a quorum of all members of City Council were present as set forth in the table below.

Member Name	Title	Status	
Nauert	Mayor	Present	
B. Nathan	Mayor Pro Tem	Present	
. Reed	Councilman	Present	
Avioli Sr.	Councilman	Present	
pappas	Councilman	Present	
Laughlan	Councilman	Present	
S. Friedberg	Councilman	Present	
lofmann	City Manager	Present	
etrov	City Attorney	Present	
Dutton	City Clerk	Present	

#### B. Inspirational Reading and/or Invocation - Gus E. Pappas, Councilman.

Gus E. Pappas, Councilman, provided the inspirational reading for the evening.

#### C. Pledges to the Flags - Gus E. Pappas, Councilman.

Gus E. Pappas, Councilman, led the audience and members of City Council in the U.S. Pledge of Allegiance and the Pledge to the Texas Flag.

#### D. Approval or Correction of Minutes:

Consideration of and possible action on the approval of the minutes of the Regular Session of the City Council of the City of Bellaire, Texas, dated December 15, 2014.

Mayor and Council - Regular Session - Dec 15, 2014 7:00 PM

#### Motion:

To approve the minutes of the Regular Session of the City Council of the City of Bellaire, Texas, dated December 15, 2014.

Minutes Acceptance: Minutes of Jan 5, 2015 7:00 PM (Bellaire City Council Regular Session Minutes dated January 5, 2015:)

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Amanda B. Nathan, Mayor Pro Tem
<b>SECONDER:</b>	James P. Avioli Sr., Councilman
<b>AYES:</b>	Nauert, Nathan, Reed, Avioli Sr., Pappas, McLaughlan, Friedberg

#### **E. Personal/Audience Comments.**

There were no personal/audience comments.

#### **F. Reports:**

##### **1. City Manager's Report:**

Presentation by City Manager Paul A. Hofmann of the City Manager's Report dated January 5, 2015, regarding updates related to the City Council Facilities Tour Plan and the Municipal Facilities Timeline, as well as an overview of the interview schedule for openings on the Evelyn's Park Conservancy Board and the Parks and Recreation Advisory Board.

Paul A. Hofmann, City Manager, presented the City Manager's Report dated January 5, 2015, to members of City Council. The report included updates related to the City Council Facilities Tour Plan and the Municipal Facilities Timeline, as well as an overview of the interview schedule for openings on the Evelyn's Park Conservancy Board and the Parks and Recreation Advisory Board.

##### **City Council Facilities Tour Plan:**

City Manager Hofmann advised that City Council would tour four City Halls on Tuesday, January 6, 2015, from 8:15 a.m. until approximately 3:30 p.m. The tour had been posted on the City's official bulletin board and website and was an open meeting. The four City Halls were noted to be in the cities of West University Place, Southside Place, Hedwig Village, and Sugar Land.

##### **Municipal Facilities Timeline:**

City Manager Hofmann indicated that the Bellaire Ad Hoc Municipal Facilities Committee ("Committee") was scheduled to meet twice in January (the 7th and the 20th). At the end of the second January meeting, the Committee will have discussed exterior design concepts.

The design concepts would be included on the City's website, blog, and City newsletter. Opportunities for public input regarding the municipal facilities included a Town Hall Meeting on February 2nd and Special Sessions on April 6th and May 4th. It was anticipated that City Council would approve a conceptual exterior design in May of 2015.

##### **January 12, 2015:**

On Monday, January 12, 2015, the City Council would meet in a Special Session for the purpose of interviewing candidates for an unexpired term on the Evelyn's Park Conservancy Board and an unexpired term on the Parks and



Recreation Advisory Board. The interviews were scheduled to begin at 6:00 p.m.

**State of the City Address:**

City Manager Hofmann stated that plans for February 2, 2015, included an Open House from 4:30 p.m. to 5:30 p.m. in the City Hall Lobby and Civic Center; a Town Hall Meeting beginning at 5:30 p.m. to receive public input on the municipal facilities; and the State of the City Address beginning at 7:00 p.m. Included with the Mayor's address would be the presentation of annual reports for calendar year 2014 by the Chairs of the City Boards and Commissions.

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

**Motion:**

To accept the City Manager's Report dated January 5, 2015, as presented by City Manager Paul A. Hofmann, into the record.  
(Requested by Paul A. Hofmann, City Manager)

<b>RESULT:</b>	<b>ACCEPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Andrew S. Friedberg, Councilman
<b>SECONDER:</b>	Roman F. Reed, Councilman
<b>AYES:</b>	Nauert, Nathan, Reed, Avioli Sr., Pappas, McLaughlan, Friedberg

**2. City Engineer's Report:**

Presentation by City Engineer James Andrews of an update on the Uptown Crossing site related to drainage impacts and monitoring by the Texas Commission on Environmental Quality, and direction as appropriate.

James Andrews, P.E., City Engineer, presented his City Engineer's Report dated January 5, 2015, regarding drainage impacts and monitoring by the Texas Commission on Environmental Quality related to the 26-acre development known as "The Shoppes at Uptown Crossing" ("Uptown Crossing") located at the intersection of South Rice Avenue and Westpark Drive.

City Engineer Andrews advised that he wished to update City Council on two issues associated with the Uptown Crossing development: 1) potential stormwater impacts that the development might have on the South Rice Drainage System and 2) potential environmental impacts currently being monitored by the Texas Commission on Environmental Quality ("TCEQ").

Uptown Crossing consisted of a Micro Center (currently open for business), a Walmart (currently under construction), and plans for several commercial developments (i.e., a hotel, some restaurants, and business retail). The development was located entirely within the City of Houston, Texas, north of Bellaire at the corner of South Rice Avenue and Westpark Drive.

In addition to the development on the Uptown Crossing site, improvements to South Rice Avenue had been discussed. Two of the major improvements were noted to be a center turn lane adjacent to Uptown Crossing and lengthening of the left turn bay (traveling north on South Rice and turning left on Westpark Drive).

The storm drainage system for the Micro Center and Walmart sites were being questioned for the adequacy of preventing any adverse impact to the South Rice Drainage System ("Drainage System"). City Engineer Andrews advised that the Drainage System included the drainage of 600 acres, 400 acres of which were in Bellaire and 200 acres of which were in the City of Houston. The Drainage System began with a 24" storm sewer south of Westpark Drive, traversed through South Rice Avenue with a 36" line, then to a 42" line, and entered Bellaire at Elm Street with a 5' X 5' box culvert and exited Bellaire with two double 8' X 8' boxes, with an outfall directly into Cypress Ditch (owned by the City of Houston).

The major drainage issue the City had with the Stormwater Management Plan was that the Micro Center site was not providing any detention, and the Walmart site was not providing enough detention. The detention plan was the responsibility of the engineer of record for the site, which was the developer's engineer. The City of Houston provided criteria for the engineer to use in designing the drainage system that prevented the existing storm sewer capacity from being exceeded.

Generally, the engineer was required to accomplish two goals: 1) detain stormwater runoff from any increase that the new development created with additional impervious cover; and 2) to design the storm sewer system for a two-year frequency storm and then impose a 100-year frequency storm on that system.

The engineer for the development designed the drainage system for Micro Center based on the existing site having more impervious cover than the proposed site. The entire Micro Center site, before it was developed, drained to South Rice Avenue. For the Walmart site, the engineer determined that the new development would only slightly increase the impervious cover (less than one acre) and that the existing site drained entire to South Rice Avenue.

The information that the City obtained from the City of Houston did not contain enough data to adequately review the design engineer's assumptions and design calculations.

The City Council directed an engineering analysis to be performed on the site, which City Engineer Andrews was prepared to report this evening. Since the City did not have access to any topographic data, the engineering analysis was started with the research of historical aerial images of the site as it related to development and, more specifically, to impervious cover. City Engineer Andrews advised that existing impervious cover versus proposed impervious cover was one important component in determining detention requirements. Basically, a new development was required to detain the stormwater generated from the portions of the new site where there was an increased impervious cover as compared to the original site.

Aerial photographs of the Uptown Crossing site were shown to City Council dated 1943, 1953, 1989, 2002, and 2008, depicting development on the site

over that time period.

From the images, assumption were made that the stormwater from the development facing Anderson Street drained to Anderson Street and not South Rice Avenue as the design engineer indicated. Detailed information was also obtained from the Harris County Flood Control District (laser technology of the ground topography). The data was then used to show that approximately one acre of the Micro Center site, before it was developed, and 7.4 acres of the existing Walmart site, before it was developed, were not draining to South Rice Avenue. Part of the acreage was flowing to Westpark Drive through an entirely different drainage system, and a major portion was flowing to the east back to Anderson Street.

The engineer of record designed the drainage system for both Micro Center and Walmart to drain entirely to South Rice. It was City Engineer Andrews' opinion, that the rerouting of the water to South Rice Avenue would impact the Drainage System. The water was not accounted for in the design of the development. The current City of Houston Comprehensive Drainage Plan did not show any proposed storm drainage improvements to the South Rice Drainage System.

City Engineer Andrews indicated that the City had meeting with the City of Houston Assistant Director of Public Works, City Engineer, and Design Engineer of record, to work on the issue. The City's goal was to prevent adverse impacts to Bellaire.

At this point in the meeting and prior to discussion of the second issue, environmental impacts to Bellaire, Mayor Nauert opened the floor for questions of City Engineer Andrews by members of City Council. Following questions, City Engineer Andrews continued with the second portion of this report.

City Engineer Andrews indicated that the second issue of concern for the City were potential environmental impacts associated with the Walmart site. The site was currently being monitored by the TCEQ. The issue at hand was contaminated groundwater that was caused by an industrial manufacturing facility operating on the site from 1947 until it was decommissioned in 1988. According to the TCEQ, the manufacturing facility made different types of valves, and they contaminated the soil and groundwater in their operation process. The contamination consisted of various chlorinated hydrocarbon compounds.

TCEQ had been monitoring the site since 1994, and site was registered with TCEQ. The valve manufacturing company, Anderson Greenwood and Company, submitted a voluntary cleanup application for the facility in 1988. The site operated a groundwater recovery and treatment system until 2004, and then implemented a series of remediation efforts from 2005 until 2010. According to a recent report submitted to TCEQ, the plume of contaminated material had been detected 25-70 feet in depth and had migrated from the site area to the southeast. The plume of contamination had been identified in monitoring wells near Lehigh, Saxon, Glenmont, and Sheffield Streets in the City of Bellaire.

While the concentration levels were relatively low, TCEQ and water quality regulations required continued monitoring and remediation efforts as the

contaminants were potentially ingestible. City Engineer Andrews indicated that there were no groundwater wells in the area.

TCEQ advised City Engineer Andrews that they would try to get something going this month with respect to remediation efforts.

Mayor Nauert opened the floor for questions of City Engineer Andrews by members of City Council. Following questions, a motion was made and seconded to accept the report into the record.

**Motion:**

To accept the City Engineer's Report regarding possible drainage and environmental impacts to the City of Bellaire as a result of the development of Uptown Crossing in the City of Houston. Texas.  
(Requested by Brant Gary, Public Works)

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

**G. New Business:**

**Items for Individual Consideration:**

1. Mayoral Appointments to the Audit Finance Board: Dr. Philip L. Nauert, Mayor, will make formal appointments of three (3) members of the City Council of the City of Bellaire, Texas, to serve on the Audit Finance Board of the City of Bellaire, Texas, for a one-year term commencing on February 1, 2015, and ending on January 31, 2016.

Dr. Philip L. Nauert, Mayor, made the following appointments to the Audit Finance Board of the City of Bellaire, Texas, for a one-year period commencing on February 1, 2015, and ending on January 31, 2016:

Mayor Philip L. Nauert;  
Councilman Gus E. Pappas; and  
Councilman Andrew S. Friedberg.  
(Requested by Tracy L. Dutton, City Clerk)

2. Mayoral Appointments of City Council Liaisons to Bellaire Boards and Commissions: Dr. Philip L. Nauert, Mayor, will make formal appointments of members of City Council to serve as Liaisons for a one-year period commencing on January 1, 2015, and ending on December 31, 2016, to the following Boards and Commissions: Board of Adjustment, Building and Standards Commission, Cultural Arts Board, Environmental and Sustainability Board, L.I.F.E. Advisory Board, Parks and Recreation Advisory Board, and Planning and Zoning Commission.

Dr. Philip L. Nauert, Mayor, made the following appointments of members of City Council to serve as Liaisons to Bellaire Boards and Commissions for a one-year period commencing on January 1, 2015, and ending on December 31, 2015:

**Board of Adjustment:** Councilman Andrew S. Friedberg;

**Building and Standards Commission:** Councilman Pat B. McLaughlan;

**Cultural Arts Board:** Councilman Gus E. Pappas;

**Environmental and Sustainability Board:** Councilman James P. Avioli, Sr.;

**LIFE Advisory Board:** Mayor Philip L. Nauert;

**Parks and Recreation Advisory Board:** Mayor Pro Tem Amanda B. Nathan; and

**Planning and Zoning Commission:** Councilman Roman F. Reed.

After announcing his selections of Council Liaisons to the City's Boards and Commissions, Mayor Nauert asked for a motion, second, and vote on the appointments.

**Motion:**

To approve the selection by Mayor Philip L. Nauert of Council Liaisons to serve on the City's Boards and Commissions for a one-year period commencing on January 1, 2015, and ending on December 31, 2015.

<b>RESULT:</b>	<b>UNANIMOUS</b>
<b>MOVER:</b>	Roman F. Reed, Councilman
<b>SECONDER:</b>	Amanda B. Nathan, Mayor Pro Tem
<b>AYES:</b>	Nauert, Nathan, Reed, Avioli Sr., Pappas, McLaughlan, Friedberg

(Requested by Tracy L. Dutton, City Clerk)

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

Items for future agendas included a request from Councilman Pat B. McLaughlan for an Executive Session of City Council to consult with the appropriate attorney regarding drainage and environmental impacts associated with The Shoppes at Uptown Crossing development located at the intersection of South Rice Avenue and Westpark Drive.

Community interest items from the Mayor and City Council included wishes for a Happy New Year and expressions of thanks to the hardworking Public Works group for their collection of curbside recycling on New Year's Eve.

**I. Adjourn.**

**Motion:**

To adjourn the Regular Session of the City Council of the City of Bellaire, Texas, at 9:05 p.m. on Monday, January 5, 2015.

<b>RESULT:</b>	<b>UNANIMOUS</b>
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<b>MOVER:</b>	Roman F. Reed, Councilman
<b>SECONDEERS:</b>	Pat B. McLaughlan and James P. Avioli, Sr., Councilmen
<b>AYES:</b>	Nauert, Nathan, Reed, Avioli Sr., Pappas, McLaughlan, Friedberg



# CITY OF BELLAIRE TEXAS

MAYOR AND COUNCIL

JANUARY 12, 2015

Council Conference Room

Special Session

6:00 PM

7008 S. RICE AVENUE  
BELLAIRE, TX 77401

## SPECIAL SESSION (INTERVIEWS FOR BOARDS AND COMMISSIONS) - 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 6:06 p.m. on Monday, January 12, 2015. He announced that a quorum was present consisting of all members of City Council as set forth below.

Member Name	Title	Status	
Dr. Philip L. Nauert	Mayor	Present	
Mayor Pro Tem B. Nathan	Mayor Pro Tem	Present	
Councilman J. Reed	Councilman	Present	
Councilman J. Avioli Sr.	Councilman	Present	
Councilman J. Appas	Councilman	Present	
Councilman J. Laughlan	Councilman	Present	
Councilman S. Friedberg	Councilman	Present	
City Manager J. Hofmann	City Manager	Present	
City Clerk J. Dutton	City Clerk	Present	

### B. Boards and Commissions Applicant Interviews:

Interview, discussion, and evaluation of applicants interested in filling vacancies on one or more of the following Bellaire boards and commissions: Evelyn's Park Conservancy Board and Parks and Recreation Advisory Board of the City of Bellaire, Texas.

The first applicant scheduled to meet with the City Council of the City of Bellaire, Texas, was unable to interview at this time (Marilyn Evans). Applicant Robert Riquelmy had arrived in advance of his scheduled interview and met with City Council in the first interview slot. Applicants were interviewed in the following order:

Time of Interview	Applicant	Area(s) of Interest
6:06 p.m.	Robert Riquelmy	Evelyn's Park Conservancy Board
6:15 p.m.	Anita Mehta	Parks and Recreation Advisory Board; Planning and Zoning Commission; Cultural Arts Board; and Environmental and Sustainability Board
6:30 p.m.	Jeffery S. Christman	Evelyn's Park Conservancy Board

6:45 p.m.	Terry Levitt-Chavez	Evelyn's Park Conservancy Board
7:00 p.m.	Louis Rodriguez	Parks and Recreation Advisory Board; and Evelyn's Park Conservancy Board
7:15 p.m.	Raymond Wong	Parks and Recreation Advisory Board; and Evelyn's Park Conservancy Board
7:30 p.m.	Susan Hawes	Parks and Recreation Advisory Board; and Evelyn's Park Conservancy Board
7:45 p.m.	Lisa Lim	Parks and Recreation Advisory Board

(Requested by Tracy L. Dutton, City Clerk)

**C. Adjournment.**

Dr. Philip L. Nauert, Mayor, announced that the Special Session (Interviews for Boards and Commissions) was adjourned at 8:00 p.m. on Monday, January 12, 2015.



**Mayor and Council**

7008 S. Rice Avenue  
Bellaire, TX 77401



Meeting: 01/26/15 07:00 PM

Department: City Manager

Category: Report

Department Head: Paul A. Hofmann

DOC ID: 1468

**SCHEDULED****ACTION ITEM (ID # 1468)**

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**Item Title:**

City Manager's Report dated January 26, 2015, regarding calendar year 2014 police activity.

**Background/Summary:**

Paul A. Hofmann, City Manager, will present his City Manager's Report dated January 26, 2015, to members of City Council. The report will include an overview of calendar year 2014 police activity.

**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 January 26, 2015, into the record.

**Mayor and Council**

7008 S. Rice Avenue  
Bellaire, TX 77401



Meeting: 01/26/15 07:00 PM  
Department: City Manager  
Category: Presentation  
Department Head: Diane K White  
DOC ID: 1436

**SCHEDULED  
INFORMATION ITEM (ID  
# 1436)**

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**Item Title:**

Presentation by Pablo Valle, Program Manager I, Engineering & Capital Projects, of the Metropolitan Transit Authority of Harris County, Texas ("METRO"), regarding METRO's Bus Shelter Special Request Program and possible direction from the City Council of the City of Bellaire, Texas, ("City Council") to the Cultural Arts Board of the City of Bellaire, Texas, to develop a proposal to be submitted to City Council and, upon approval, to the METRO Bus Shelter Special Request Program. Other representatives available for questions and discussion include METRO President & CEO Tom Lambert, METRO Executive Vice President Roberto Trevino, METRO Board Member Burt Ballanfant, and Cultural Art Board Chair Terry Leavitt-Chavez.

**Background/Summary:**

On October 8, 2014 the Cultural Arts Board was given a presentation at the request of Chair Terry Leavitt - Chavez regarding METRO's Bus Shelter Special Request Program. The same presentation is being presented to City Council and is attached.

METRO representatives presented the formal guidelines for their "Shelter Program Special Requests" to the Cultural Arts Board.

The board is seeking the City Council's interest in this program to incorporate future branding concepts approved by the City into a future METRO Bus Shelter program.

**Previous Council Action Summary:**

N/A

**Fiscal Impact:**

N/A

**Recommendation:**

The Cultural Arts Board recommends City Council direct the Cultural Arts Board to develop a proposal to submit to the METRO Bus Shelter Special Request Program. This proposal would first be approved by the City Council and incorporated into future Master Plans in conjunction with future City of Bellaire branding concepts.

**ATTACHMENTS:**

- METRO Bus Shelters - Special Request (PPTX)



# Engineering & Capital Projects

**METRO Bus Shelter Program – Special Request**  
**October 8, 2014 – Presented to Bellaire Cultural Arts Board**  
**January 26, 2015 – Presented to Bellaire City Council**



METROPOLITAN TRANSIT AUTHORITY

# Background

- METRO has implemented a formal guideline for Shelter Program Special Requests
- There are two types of special request
  - Special Bus Shelter Design
  - Special Bus Shelter Art work





# Special Artwork

- Guidelines address special/original artwork requests
- Artwork requirements
  - Material (e.g., safe, durable)
  - Transit Branding Conflict
  - Adheres to all METRO requirements
  - Adopt-A-Shelter Participation
  - Adheres to all state & local laws/ordinances



# Special Shelters

- Guidelines address special bus shelter requests
- Special bus shelter requirements
  - Material (e.g., save, durable)
  - Maintenance Agreement
  - Adopt-A-Shelter Participation
  - Meets METRO Shelter Performance Specifications
  - COH Code Enforcement Approval





# Adopt-A-Shelter Program

- A joint effort between METRO Police and community volunteers
- Design to fight vandalism and suspicious or criminal activity
- Volunteers help in maintaining the shelter and general area clean
- METRO provides participants with
  - A small plaque
  - Free trash bags
  - An official Adoption Certificate





# Special Artwork / Shelter Projects

- Upper Kirby Redevelopment Authority
  - Special Shelter Design
- Leadership Houston
  - Special Artwork
- Light Rail Station Artwork
  - Artwork





# Special Artwork / Shelter Projects

- Upper Kirby Redevelopment Authority
  - 2011 Public Improvement Plan
  - Improve fourteen (14) existing/new shelter sites
  - Upper Kirby purchased and maintains all bus shelters



# Upper Kirby Project





# Special Artwork / Shelter Projects

- Leadership Houston (LH)
  - 2012 Class XXXII partner with METRO to raise money for shelters and install special artwork at four (4) bus stop
  - LH raised about \$32,000
  - METRO FY 2012 Bus Shelter Program designed/permitted and constructed the sites
  - METRO maintains the bus shelters



# Leadership Houston



Attachment: METRO Bus Shelters - Special Request (1436 : Cultural Arts Board METRO Bus Shelter





# Special Artwork / Shelter Projects

- METRO Arts in Transit Program
  - Over 20 artists participate in the art program to install special art work along the three (3) new rail lines
  - Artist created a vibrant sense of place, cultural diversity and community with art printed digitally and encased in the glass wind screens at the center of each station
  - Community was very engaged in the process

# Arts in Transit Program





# Special Request Process

- Request a copy of METRO's current Special Request Guidelines
- Submit a written proposal with Special Request to the Bus Shelter Committee



# Approval Process

- Request is evaluated by an internal Bus Shelter Committee
- Bus Shelter Committee is comprised of representatives from the various Departments such as
  - Facility Maintenance
  - Engineering & Capital Projects
  - Safety/METRO Police Department
  - Planning
  - Operations
- A written notification of the decision is provided to the proposer



**Mayor and Council**

7008 S. Rice Avenue  
Bellaire, TX 77401



Meeting: 01/26/15 07:00 PM  
Department: Facilities Management  
Category: Discussion  
Department Head: Karl Miller  
DOC ID: 1441

**SCHEDULED  
ACTION ITEM (ID # 1441)**

**Item Title:**

Presentation by James Broadwell, Chair of the Parks and Recreation Advisory Board of the City of Bellaire, Texas ("Board"), regarding the Board's recommendation for the expenditure of \$250,000 in budgeted funds for park improvements and consideration and possible action by the City Council of the City of Bellaire, Texas, regarding said recommendation.

**Background/Summary:**

The Chair of the Parks and Recreation Advisory Board, Mr. Jim Broadwell, will present to the City Council the Advisory Board's recommendation for the expenditure of \$250,000.00 in Capital Improvement Funds.

The Board's recommendation is to spend \$150,000.00 on park improvements at Lafayette Park; \$50,000.00 to be spent for beautification purposes along the Holly Street trail; and the remaining \$50,000.00 for fencing at Feld Park, Joe Gaither Park, Loftin Park and Russ Pitman Park.

The board is also recommending that City staff goes back to the residents along Holly Street to determine the specifics as to how the funds are spent along the Holly Street Trail.

**Previous Council Action Summary:**

The City Council requested the Parks and Recreation Advisory Board review and consider how \$250,000.00 in Capital Improvement Funds should be spent for park improvements and to come back to the City Council with a recommendation for their consideration.

**Fiscal Impact:**

FY2015 Capital Improvement Funds

**Recommendation:**

It is the recommendation of Karl Miller, Director of Parks, Recreation and Facilities that City Council accepts the recommendation of the Parks and Recreation Advisory Board.

**ATTACHMENTS:**

- Park Improvements (DOCX)

**CITY OF BELLAIRE  
PARKS AND RECREATION ADVISORY BOARD  
PARK IMPROVEMENTS RECOMMENDATION  
JANUARY 26, 2015**

Per the request of the Bellaire City Council, on Tuesday, December 9, 2014 the City of Bellaire Parks and Recreation Advisory Board approved the following recommendation regarding expenditure of \$250,000.00 for park improvements.

**Lafayette Park**

Playground Equipment & safety surface	\$50,000
Fencing Black Aluminum	18,000
Black plastic coated fencing (soccer field)	2,000
Trees (6- 65 gal.)	5,000
Black plastic border for swings	1,200
Crown soccer field & sod needed areas	1,500
Black metal benches with slab (8)	18,400
Black metal picnic tables with slab (4)	12,000
Black metal trash cans with slab (8)	10,800
Black metal recycling cans with slab (2)	2,700
Remove section of existing brick wall	2,000
General landscaping improvements	7,000
Electrical – irrigation	5,000
Dog Park amenities	<u>3,200</u>
<b>Sub Total</b>	<b>\$138,800</b>
<b>8% Contingency</b>	<b><u>11,200</u></b>
<b>Total</b>	<b>\$150,000</b>

**Fencing for Other Parks**

Feld – north & south sides	\$ 17,000
Loftin – west side of park	10,000
Joe Gaither	10,000
Russ Pitman – replace chain & wood fences on south & east	<u>13,000</u>
<b>Total</b>	<b>\$ 50,000</b>

**Holly Street Trail**

Improvements to be determined	<b><u>\$50,000.00</u></b>
<b>Total recommended expenditure</b>	<b>\$250,000.00</b>

**Mayor and Council**

7008 S. Rice Avenue  
Bellaire, TX 77401



Meeting: 01/26/15 07:00 PM  
Department: Mayor and Council  
Category: Discussion  
Department Head: Tracy L. Dutton  
DOC ID: 1472

**SCHEDULED  
ACTION ITEM (ID # 1472)**

**Item Title:**

Presentation by Council Member Gus Pappas, Council Liaison to the Ad Hoc Municipal Facilities Advisory Committee, regarding the status of Committee activities and the extent to which exploring additional site plan options is consistent with the direction provided to the Committee in Ordinance No. 14-058, and receive City Council direction as appropriate.

**Background/Summary:**

On September 8, 2014, the City Council established an "Ad Hoc Municipal Facilities Committee". On October 20, Council enacted Ordinance No. 14-058, which appointed committee members, established the Council Liaison, and created a charge to the Committee. In summary, the charge was to develop consensus recommendations limited to the impact of construction on park facilities, review of a conceptual design for a possible signature corner, review of a conceptual design for a pedestrian - friendly median along South Rice, definitions for various campus elements, the style of architecture for each facility, and the review of an overall LEED approach.

In May, of 2014, the City Council approved a "campus of buildings" configuration. The Ad Hoc committee has discussed multiple options for building configuration that differ from the option approved by Council last May. At the Committee's most recent meeting, January 20, the design consultant, PGAL, presented site plans for those options and preliminary analysis of impacts of those options. The options reviewed increase costs and impact green space, parking, and trees to varying degrees. The committee's ensuing discussion established a consensus toward one particular option that was driven by the objective to locate municipal court away from City Hall, and keep Courts in proximity to the Police Station.

A real question exists as to whether the pursuit of an option, driven by an objective to alter the plan for the location of specific city functions, falls within the charge to the Committee. Prior to spending more consultant time on evaluating this or other options, it is important to ensure City Council agreement on pursuing this approach.

**Recommendation:**

Council is asked to provide direction. Options for Council direction include:

1. Find that pursuing site plan options is appropriate
2. Find that pursuing site plan options is not appropriate, and redirect the Committee accordingly
3. Direct that amendments to Ordinance 14-058 be drafted and brought back to Council for future consideration.

**ATTACHMENTS:**

- Ordinance # 14-058 (PDF)

**ORDINANCE NO. 14-058**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, APPOINTING SEVEN (7) MEMBERS TO SERVE IN AN ADVISORY CAPACITY ON THE AD HOC MUNICIPAL FACILITIES COMMITTEE OF THE CITY OF BELLAIRE, TEXAS ("COMMITTEE"), FOR A TERM COMMENCING ON OCTOBER 20, 2014, AND ENDING ON SEPTEMBER 30, 2015; SETTING FORTH THE CHARGE OF THE COMMITTEE, AND APPROVING A WORK PLAN FOR THE DESIGN OF NEW MUNICIPAL FACILITIES.**

**WHEREAS**, on May 6, 2013, the City Council of the City of Bellaire, Texas, engaged the firm of Pierce Goodwin Alexander & Linville (PGAL) to provide professional services necessary for Municipal Building Concept Design Studies for the City of Bellaire, Texas, focusing on the City Hall, Civic Center, Police Station, and Municipal Court Buildings; and

**WHEREAS**, the voters of Bellaire approved a municipal facilities bond program in November of 2013, which will provide \$11,000,000.00 for the purpose of improving, repairing, constructing or replacing certain municipal buildings and facilities, to wit: City Hall, Civic Center, Police Station, and Municipal Court Buildings; and

**WHEREAS**, on May 27, 2014, the City Council of the City of Bellaire, Texas, approved and adopted a recommendation from PGAL to adopt the "Campus of Buildings" municipal facility configuration option for the development of the City Hall, Civic Center, Municipal Court Building, and Police Station; and

**WHEREAS**, the City Council of the City of Bellaire, Texas, is authorized to create an ad hoc committee for specific advisory purposes where such existence is limited to a period of less than one (1) year; and

**WHEREAS**, the City Council of the City of Bellaire, Texas, heretofore previously established an ad hoc committee, hereinafter referred to as the "Ad Hoc Municipal Facilities Committee," on September 8, 2014, to serve in an advisory capacity regarding the development of municipal facilities; and

**WHEREAS**, the Mayor asked members of City Council to each appoint one (1) citizen of the City of Bellaire, Texas, to serve on the Ad Hoc Municipal Facilities Committee, with the Mayor appointing one (1) citizen and selecting the member of City Council to serve as Council Liaison to the Ad Hoc Municipal Facilities Committee; and

**WHEREAS**, on September 22, 2014, the City Council of the City of Bellaire, Texas, entered into a contractual agreement with PGAL to provide architectural and engineering design services for the municipal facilities, hereinafter referred to as the "Municipal Facilities Project"; **NOW, THEREFORE**,


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

1. The recitals set forth above are true and correct.
2. The Ad Hoc Municipal Facilities Committee shall be composed of the following seven (7) persons and are each hereby appointed by action of the City Council of the City of Bellaire, Texas, for a term commencing on October 20, 2014, and ending on September 30, 2015, as practicable, unless sooner terminated or extended by action of the City Council of the City of Bellaire, Texas:
  - a. Charlotte Aguilar, selected by Dr. Philip L. Nauert, Mayor;
  - b. Dolores Avioli, selected by James P. Avioli, Sr., Councilman;
  - c. Christopher Butler, selected by Amanda B. Nathan, Mayor Pro Tem;
  - d. John Gabriel, selected by Pat B. McLaughlan, Councilman;
  - e. Chris Kaitson, selected by Gus E. Pappas, Councilman;
  - f. Kristin Schuster, selected by Andrew S. Friedberg, Councilman; and
  - g. Suzanne Shelby, selected by Roman F. Reed, Councilman.
3. Councilman Gus E. Pappas is hereby appointed as Council Liaison to the Ad Hoc Municipal Facilities Committee.
4. The Ad Hoc Municipal Facilities Committee is hereby charged to develop consensus recommendations to the City Council of the City of Bellaire, Texas, limited to the following:
  - a. Impact of construction on the park facilities, and more specifically the Great Lawn, located in Bellaire Town Square, and development of an approach or proposal to address possible impact(s).
  - b. Review of a conceptual design for a possible signature corner for Bellaire Town Square and the park and municipal facilities therein, as well as the development of a proposal for the elements to be included on said signature corner.
  - c. Review of a conceptual design for a pedestrian-friendly median along South Rice Avenue, as well as the development of a proposal for said median.

- d. Provide definitions for various campus elements.
  - e. Provide direction and an approach related to the style of architecture for each municipal facility, including exterior and interior finishes.
  - f. Review of overall LEED (Leadership in Energy and Environmental Design) approach for said municipal facilities and provide direction therein.
5. The Ad Hoc Municipal Facilities Committee meetings will be posted and held in accordance with the Texas Open Meetings Act and facilitated by the City's architectural and engineering firm, PGAL.
  6. The role of the Council Liaison is hereby established as follows:
    - a. Assist in communicating the recommendations and overall progress of the Ad Hoc Municipal Facilities Committee to the City Council of the City of Bellaire, Texas;
    - b. Assist the City Manager and PGAL with the receipt and assimilation of community input;
    - c. Assist the City Manager and PGAL with the receipt and assimilation of input from the Cultural Arts Board of the City of Bellaire, Texas, and from the Evelyn's Park Conservancy Building Committee; and
    - d. Assist the City Manager and PGAL with the publication of updates and narratives for public information.
  7. The initial project timeline, including the initial schedule for Ad Hoc Municipal Facilities Committee meetings, City Council Workshop Sessions, and significant publication dates is hereby established in the Work Plan as attached hereto and marked Exhibit "A."
  8. This Ordinance shall be effective immediately upon its passage and adoption.

**PASSED, APPROVED, and ADOPTED** this 20<sup>th</sup> day of October, 2014.

ATTEST:



*Tracy L. Dutton*  
Tracy L. Dutton, TRMC  
City Clerk

**SIGNED:**

*Amanda B. Nathan*  
Amanda B. Nathan  
Mayor Pro Tem



APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read 'A. Petrov', written over a horizontal line.

Alan P. Petrov  
City Attorney

Attachment: Ordinance # 14-058 (1472 : Ad Hoc Committee Update)

**Mayor and Council**

7008 S. Rice Avenue  
Bellaire, TX 77401

**SCHEDULED  
INFORMATION ITEM (ID  
# 1317)**

Meeting: 01/26/15 07:00 PM  
Department: Public Works  
Category: Presentation  
Department Head: Brant Gary  
DOC ID: 1317 A

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**Item Title:**

Presentation by City Engineer James Andrews, P.E., regarding an update on the City's streets and drainage infrastructure.

**Background/Summary:**

The City Engineer will present an update on the City's streets and drainage infrastructure.

**Previous Council Action Summary:**

There is no previous Council action.

**Fiscal Impact:**

N/A

**Recommendation:**

It is the recommendation of the Director of Public Works that Council accept the update and report.

**ATTACHMENTS:**

- Engineer's Memo (PDF)
- PW Infrastructure Flow Chart (PDF)
- Fiscal Forecast Information (PDF)

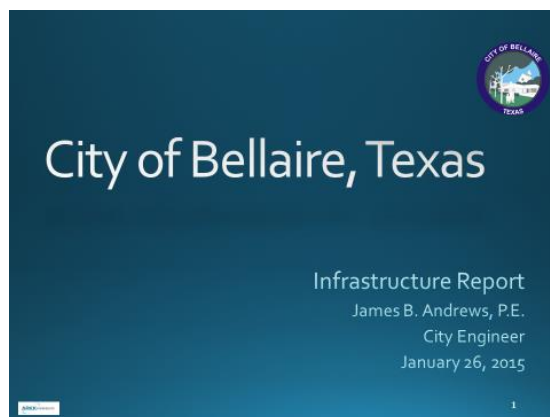




# Memo

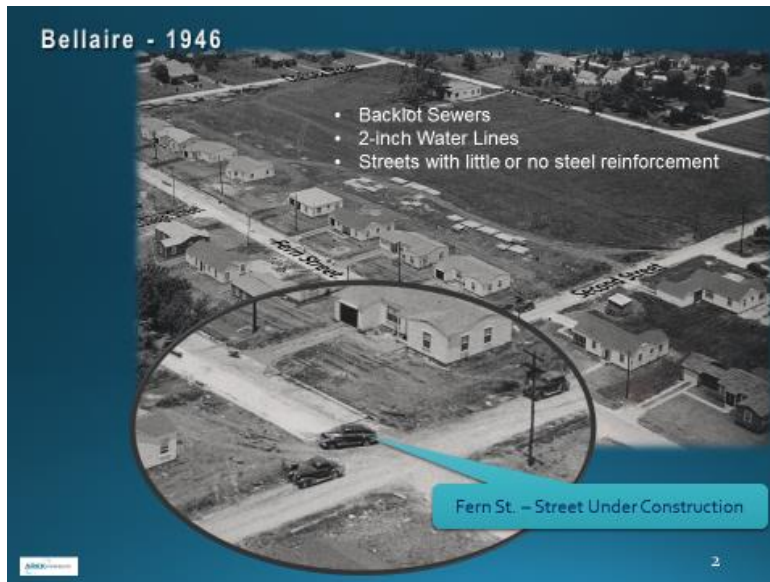
**To:** Paul Hofmann City Manager  
**From:** James Andrews, P.E. City Engineer  
**cc:** Diane White Assistant City Manager and Brant Gary Dir. PW  
**Date:** January 20, 2015  
**Re:** Infrastructure Report

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Attachment: Engineer's Memo (1317 : Infrastructure Update and Report)

There have been many Capital Improvement Plans developed over the years to replace, rehabilitate and rebuild the City of Bellaire's infrastructure that was originally constructed in the 40's and 50's during the post-war building boom. The various plans focused on different infrastructure components depending on the City's most critical needs as defined at the time. Some CIP's were developed to improve the water and wastewater systems while others were geared to rehabilitating and/or rebuilding the street and drainage systems.



pay as you go or cash on hand to General Obligation bonds and Certificates of Obligation to low interest loans and grants.



There were even a few improvement programs that citizens paid a portion for themselves if they directly benefited from the improvement. The one real common thread behind each program was that while Bellaire's infrastructure had served the City well; it had reached its useful life and required expensive improvements.



**CRITICAL WASTEWATER NEEDS** In the mid 80's, the EPA placed Bellaire under an enforcement order to repair the wastewater collection system. The old concrete sanitary sewer lines were collapsing and allowing storm water to infiltrate into the sanitary sewer system and overload the WWTP and at times by-pass untreated sewage into Cypress Ditch. Bellaire utilized general obligation bonds, issued CO's and received low interest loans from the state to improve the

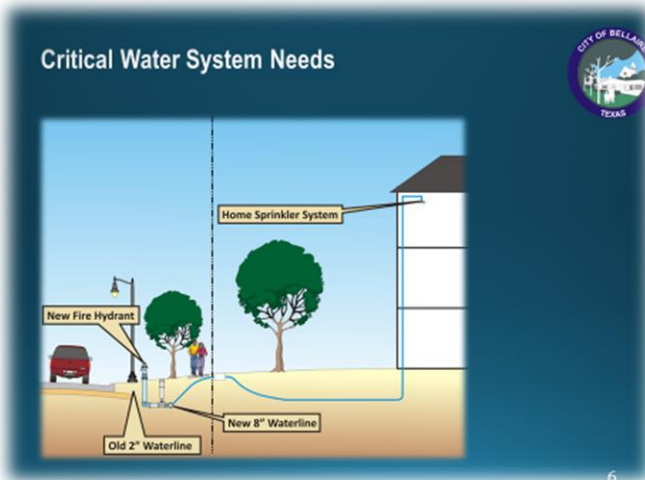
collection system. Bellaire was the first City in Texas to successfully complete a project under the Texas Water Development Board's State Revolving Fund Program.

The City went a step further than most municipalities in tightening up the leaky sanitary sewer collection system by requiring residents and businesses to rebuild their private service laterals because they too allowed infiltration of storm water. This was a very tough sell requiring citizens to pay for new laterals. To ease the burden to the residents of paying for new service laterals, the City successfully changed laws that prohibited the expenditure of public funds on private property. The new law allowed the City to construct the private house lateral with a City selected plumber contractor. The homeowner was given 5 years to pay the City back.

**CRITICAL WATER SYSTEM NEEDS** Similarly, the City had a fairly aggressive water distribution system replacement program during this same time period through the late 90's concentrating on upsizing

the 2-inch distribution lines to larger mains capable of supporting fire hydrants and delivering enough water to those new home sprinkler systems.

These sanitary sewer and water capital improvement programs replaced approximately 80% of the sanitary sewers and 50% of the waterlines throughout the City. There was really no choice about replacing these infrastructure system, but they were not necessarily the most critical infrastructure needs in the eyes of the residents.



### CRITICAL STREET NEEDS

In survey after survey, the streets above all other City facilities were noted as needing the most



improvements. that failure of the streets was caused by many factors including:

- General subsidence
- Unsealed joints and cracks
- Swelling and settlement of the base material
- Structural failure of the un-reinforced concrete
- Just plain age

A citizen committee reported

In November of 1982, the City Council adopted a Street Improvement Policy.

**1982 Street Policy  
Used in the Late 90s for Linden ,  
Laurel, & Willow**

- 5200 Block of Linden Street
- Reconstruction Cost \$224,000
- Residents Assessed \$31,250 or 14%
- City Funded \$192,750 or 86%
- Proved very costly for the City

ARKK Engineers

7

The policy addressed the selection of streets for improvements and it established a mechanism for citizens to initiate a street improvement by petition. In essence, the idea was for each homeowner to pay 25% of the cost for the street in front of their home. This program did not catch on in the 80's with no petitions for improvements submitted. In the early 90's, the City did receive a petition from residents on Linden, Laurel and Willow near the Bellaire Little League field.


But following the 1982 policy, the City ended up paying 86% of the cost of the reconstruction due to appraised value considerations dictated in the policy. City Officials determined this program would be cost prohibited if everyone petitioned for a new street. Still, a program was needed to improve the very poor condition of the street surfaces throughout Bellaire. The City began to perform maintenance and rehabilitation on some of the worst residential streets and concurrently solicited assistance from outside agencies with improving certain major roadways. So in the 80's and 90's, some of the worst residential streets were rehabilitated on a pay-as-you-go basis and METRO and TxDOT helped to




completely reconstruct major roads like Bellaire Boulevard and Bissonnet Street. Bellaire received funds through TxDOT's Principal Arterial Street System (PASS) program for Bellaire Blvd. and Bissonnet St. was funded by METRO.



It was generally agreed that it would take “forever” to reach all streets using the cash on hand method of funding. Still more and more citizens were requesting street improvements because of the deteriorated condition of most of the Bellaire streets. In March of 2000, the City requested that I present a program much like the total infrastructure replacement program the City of West University Place implemented a few years earlier. The plan was to propose a major program to start the discussion.





**POWER MEETING**  
May 11, 2000  
10:00 AM  
Bellaire City Council

**Agenda**

1. Call to Order
2. Presentation of the City of Bellaire's 2000-2001 Budget
3. Presentation of the City of Bellaire's 2000-2001 Capital Budget
4. Presentation of the City of Bellaire's 2000-2001 Operating Budget
5. Presentation of the City of Bellaire's 2000-2001 Debt Schedule
6. Presentation of the City of Bellaire's 2000-2001 Financial Statements
7. Presentation of the City of Bellaire's 2000-2001 Comprehensive Annual Report
8. Presentation of the City of Bellaire's 2000-2001 Strategic Plan
9. Presentation of the City of Bellaire's 2000-2001 Infrastructure Program
10. Presentation of the City of Bellaire's 2000-2001 Public Works Department Report
11. Presentation of the City of Bellaire's 2000-2001 Parks and Recreation Department Report
12. Presentation of the City of Bellaire's 2000-2001 Police Department Report
13. Presentation of the City of Bellaire's 2000-2001 Fire Department Report
14. Presentation of the City of Bellaire's 2000-2001 Public Health Department Report
15. Presentation of the City of Bellaire's 2000-2001 Planning and Development Department Report
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19. Presentation of the City of Bellaire's 2000-2001 Senior Services Department Report
20. Presentation of the City of Bellaire's 2000-2001 Youth Services Department Report
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23. Presentation of the City of Bellaire's 2000-2001 Information Technology Department Report
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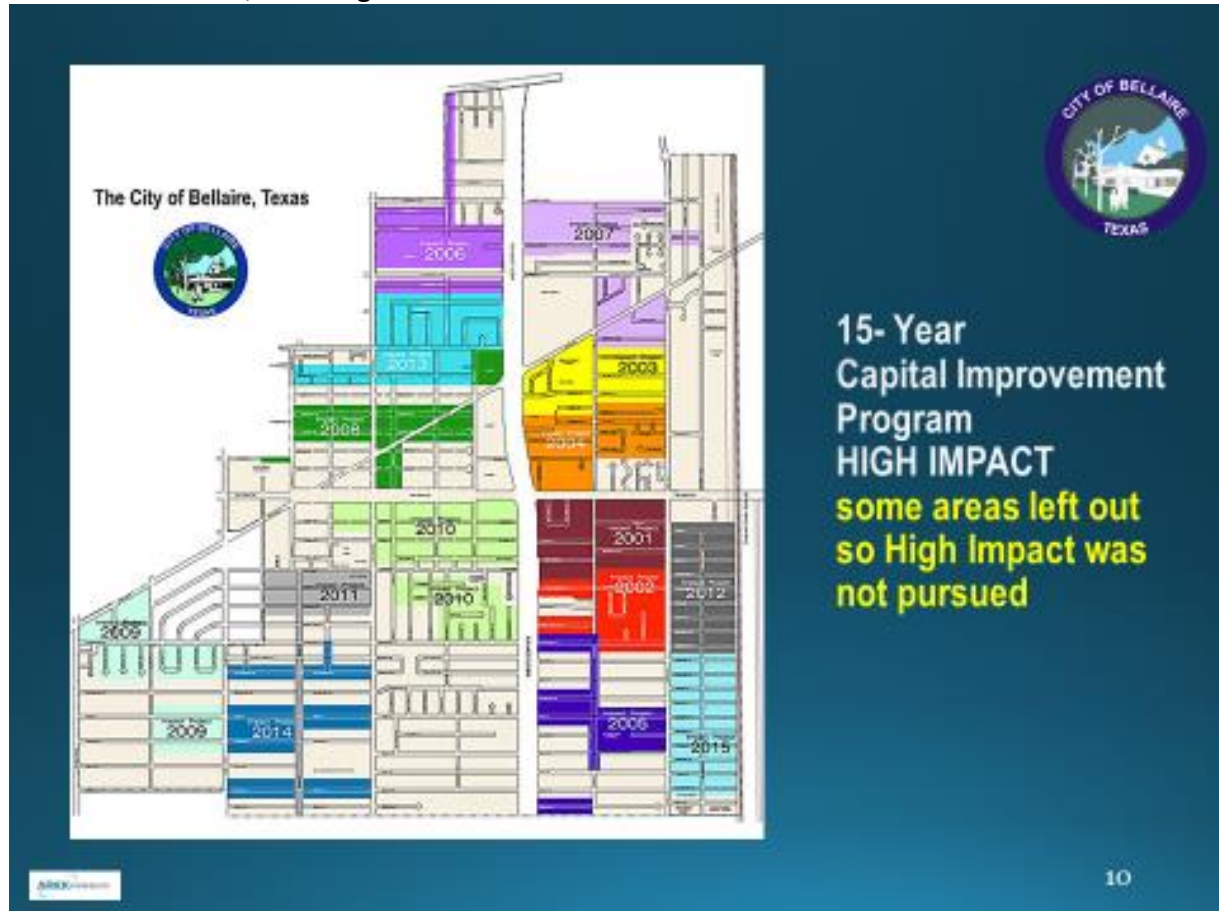
### High Impact Improvements

- \* Street and drainage work will receive top priority
- \* Aggressive sanitary sewer replacement will continue
- \* Upgrading of the water distribution system will continue
- \* Improvement of fire flow to neighborhoods in need
- \* Maintain flexibility to respond to areas of greatest need
- \* Development of an objective selection process
- \* Provide the "highest impact" to the citizens of Bellaire

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**March 13, 2000  
Workshop Presentation**

This program proposed rebuilding the infrastructure throughout the City by areas, called High Impact Areas. On March 13, 2000, I presented a multi-year Capital Improvement Program to completely reconstruct roads, drainage and other infrastructure within defined areas of the City.



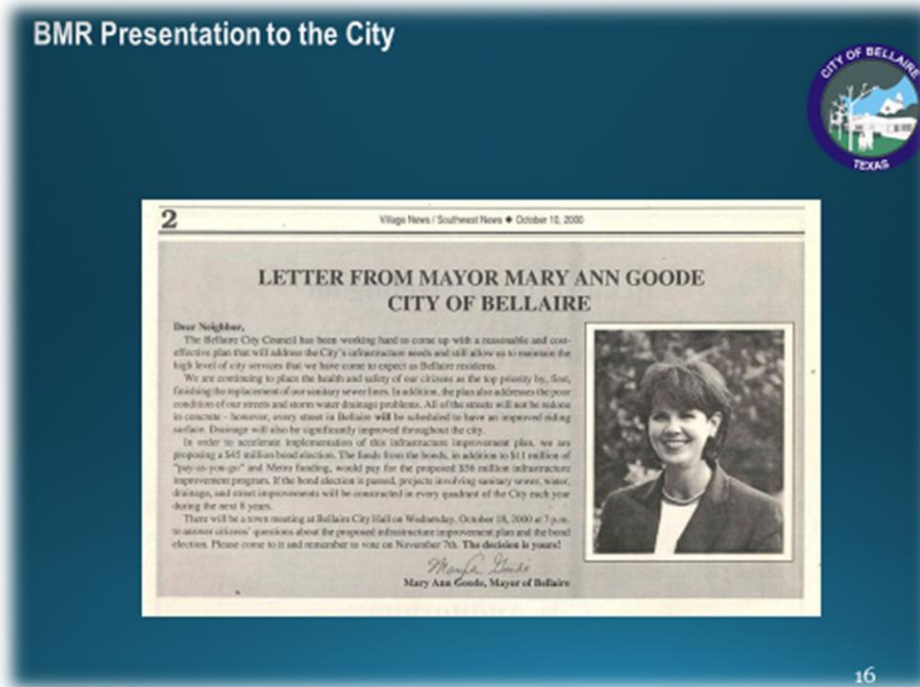
This plan never gained momentum.

The problem many had with this High Impact approach was that it was expensive, would take decades to complete the entire City and they questioned if citizens would vote for improvements that occurred that far in the future. In other words, if someone lived on a particular street in an area that would not see any improvements for 15 to 20 years, would they vote for a program like this?

### **BELLAIRE MILLENNIUM RENEWAL**

A committee made up of council members, staff, engineers and financial advisors was put together to come up with a city wide program that could be accomplished in an 8-year period and provide some street improvements to virtually every street in the city. In short, focus on improving the riding quality of the roads in the city and accomplishing other critical infrastructure improvements.

After many meetings, the Bellaire Millennium Renewal Program was born and on November 7, 2000,



voters

their ballots on a bond package designed to:

in Bellaire cast

- Complete the replacement of the old concrete sanitary sewer system
- Upgrade critical water distribution lines improving fire flow to neighborhoods
- Fund the City's share of the IH 610 drainage improvements
- Reconstruct or rehabilitate approximately 8 miles of heavily traveled major thoroughfares
- Improve drainage along major thoroughfares and intersecting streets
- Reconstruct certain minor roadways with drainage improvements and perform maintenance and/or rehabilitation on the remaining neighborhood streets.



There were two bond referendums for BMR:

**Proposition 1:**

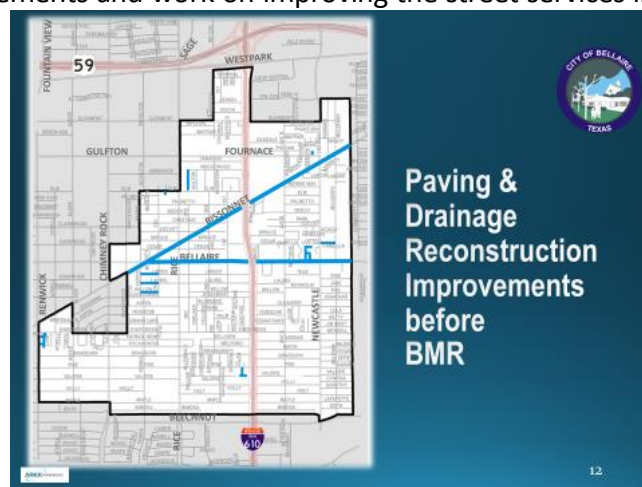
For or against authorizing the issuance of a little over \$23 million in GO Tax Bonds for Water System Sanitary Sewer System and Drainage Improvements.

**Proposition 2:**

For or against authorizing just under \$22 million for street improvements

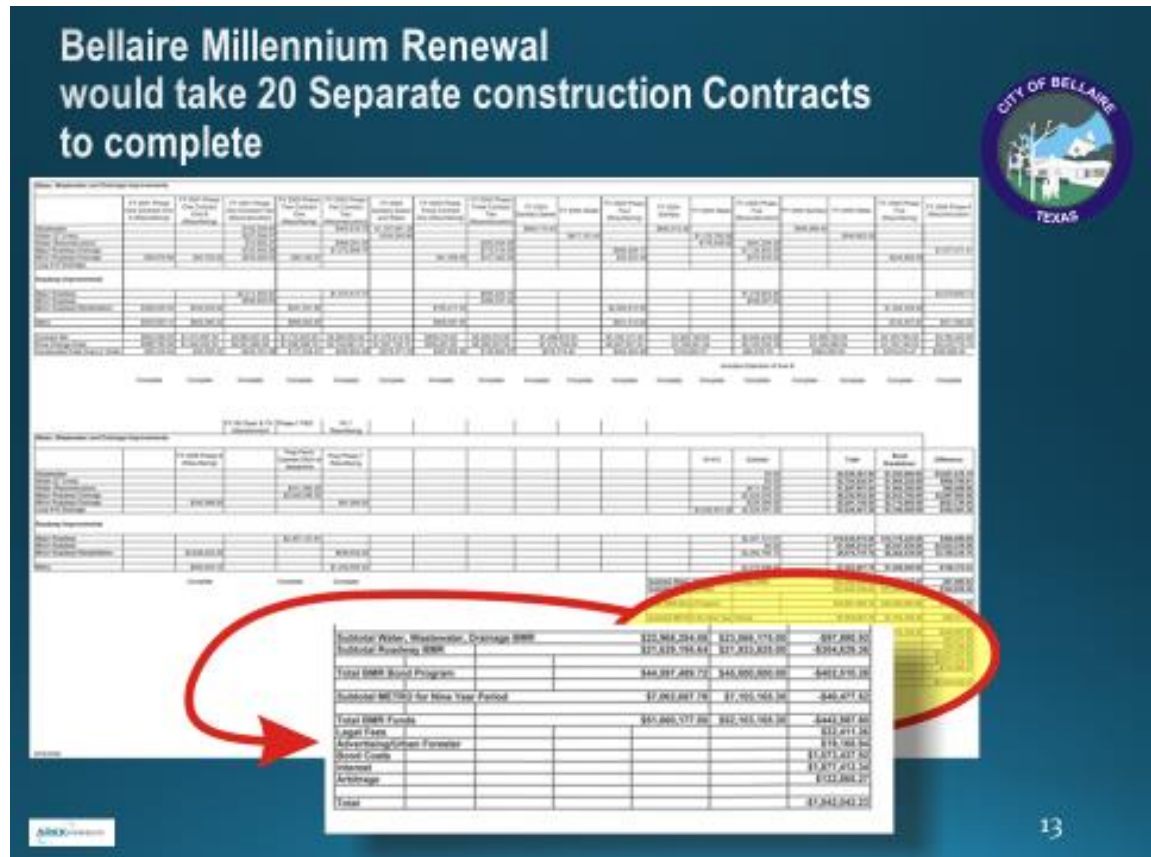


Both referendums passed overwhelmingly. The construction management of BMR was not easy. We were tasked with aggressively improving the sanitary sewers and water lines, build major drainage improvements and work on improving the street services in all quadrants of



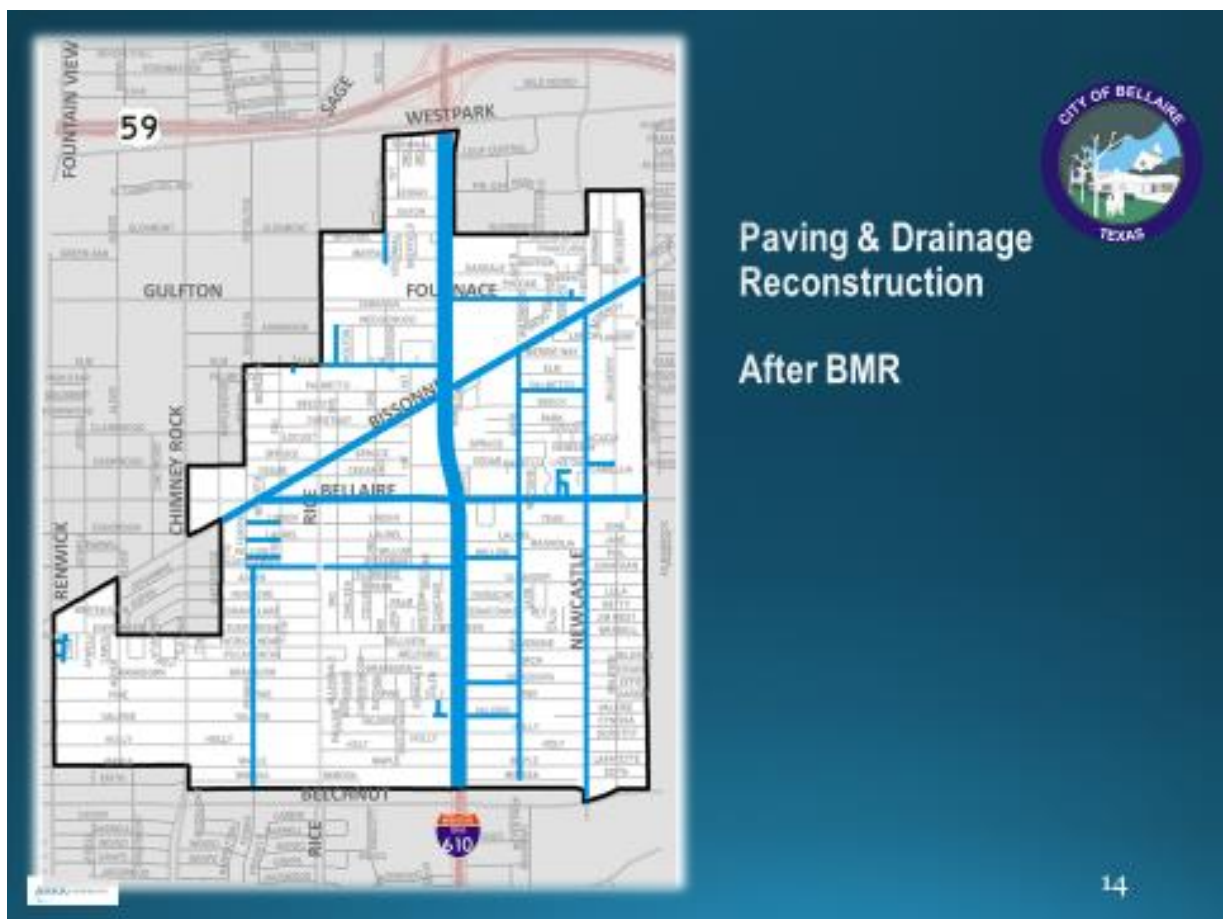
the City simultaneously.

There were 20 separate construction packages awarded, arbitrage issues to monitor, two contractors that went out of business during their projects forcing us to finish the projects with the bonding companies and multiple funding sources to pay for it.



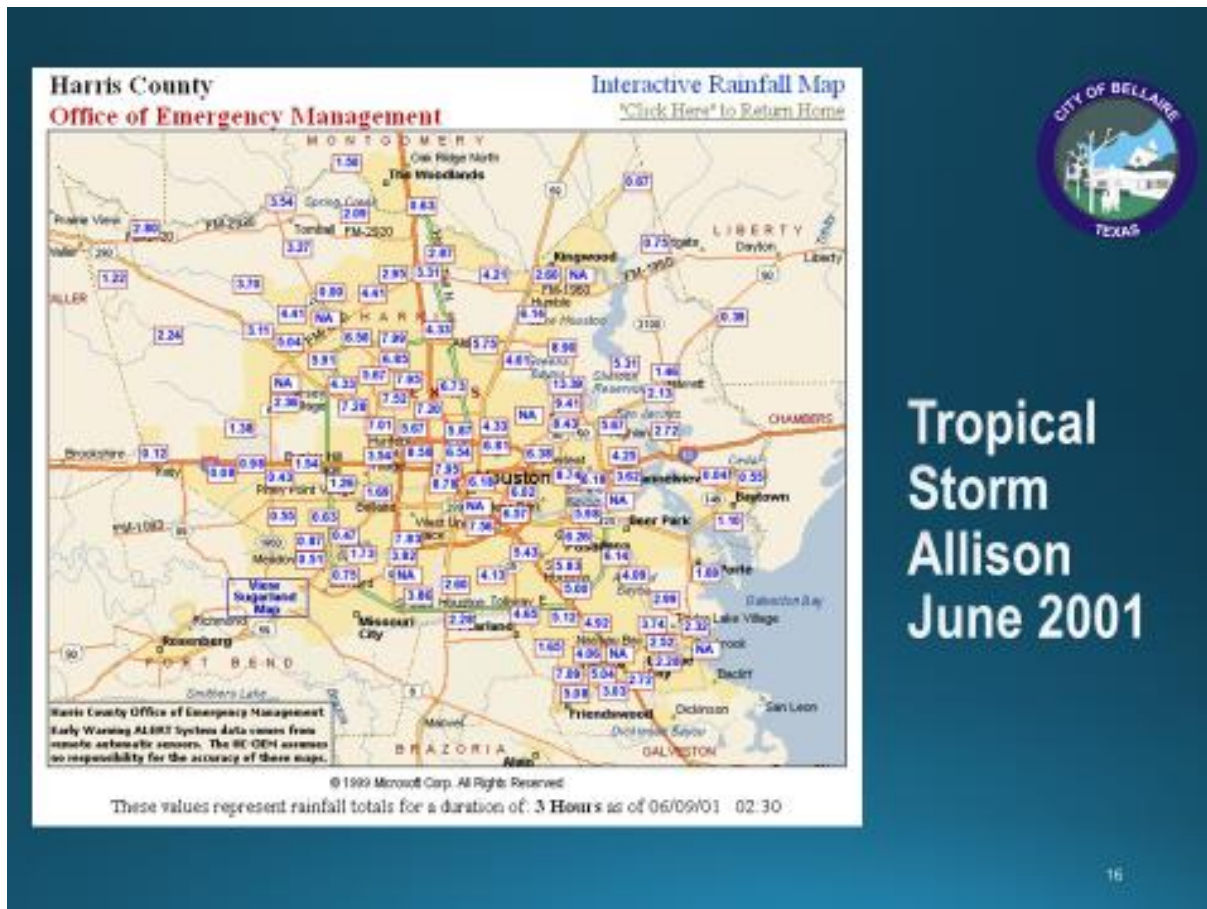
The \$45 million BMR bond program was supplemented with \$801,000 of METRO funds received each year was completed on time and on budget and still successfully serves the City.

The major drainage components constructed during BMR serve as “the backbone” system for future improvements. BMR provided for doubling the drainage capacity of the IH610 system south of Bellaire Blvd., total reconstruction and major drainage improvements to Avenue B, Newcastle, Jessamine, Ferris, Fournace, Elm Street and several other roadways, and rehabilitation or maintenance of the remaining city streets.



## TROPICAL STORM ALLISON

In June 2001, the City had just started the reconstruction of the first roadway project under the new Bellaire Millennium Renewal when Tropical Storm Allison settled in over the Houston area

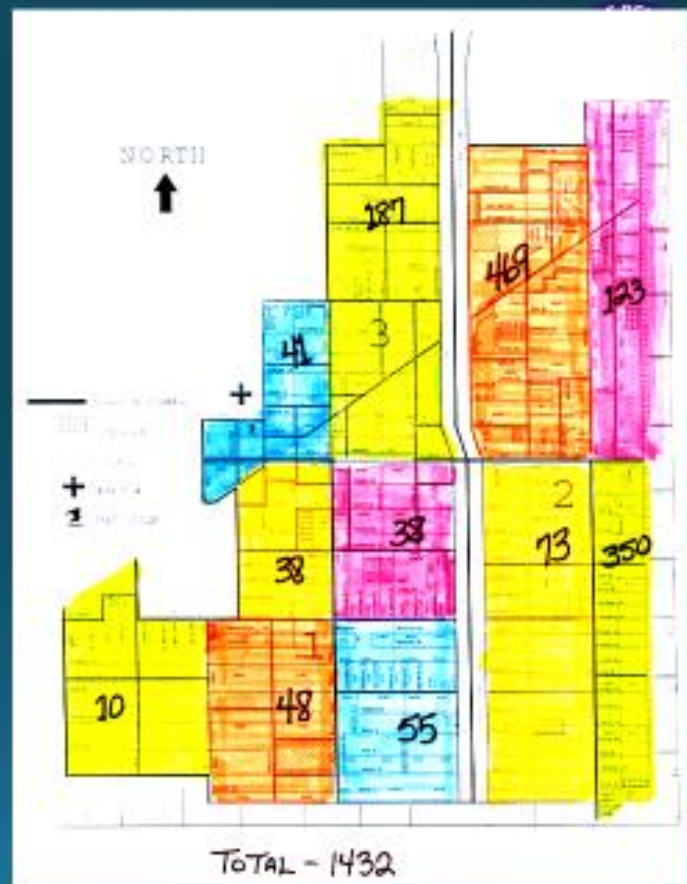




with very little warning. Allison wasn't a hurricane that started off the coast of Africa taking weeks to reach the Gulf Coast. Tropical Storm Allison virtually popped up just off of the Texas Gulf Coast moved across our area and circled back again dropping huge amounts of rainfall over our area.

The floods caused by Allison captured the attention of City leaders all over our area and committees and workshops were started to discuss ways to improve drainage.

## Structures Flooded during Tropical Storm Allison



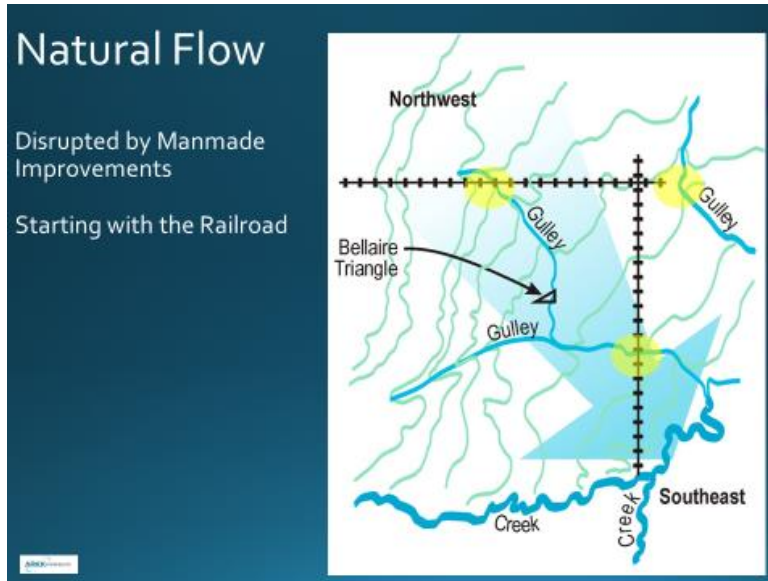
Attachment: Engineer's Memo (1317 : Infrastructure Update and Report)

Tropical Storm Allison prompted a comprehensive remapping of Harris County's Floodplains and new FEMA Flood Insurance Rate Maps, commonly referred to as floodplain maps, shows which areas of the county are at a higher risk of flooding than others.

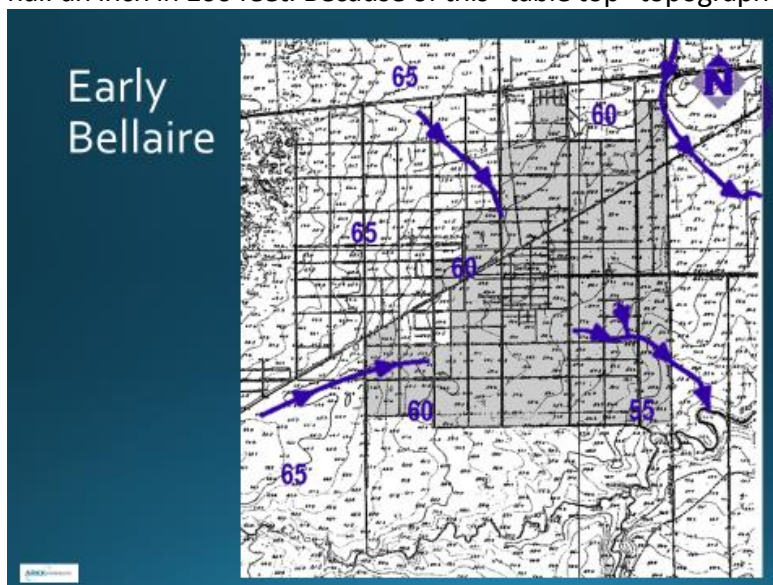


The drainage committee discussions focused on the history of drainage in the Bellaire area and types of flooding that typically could be experienced in Bellaire.

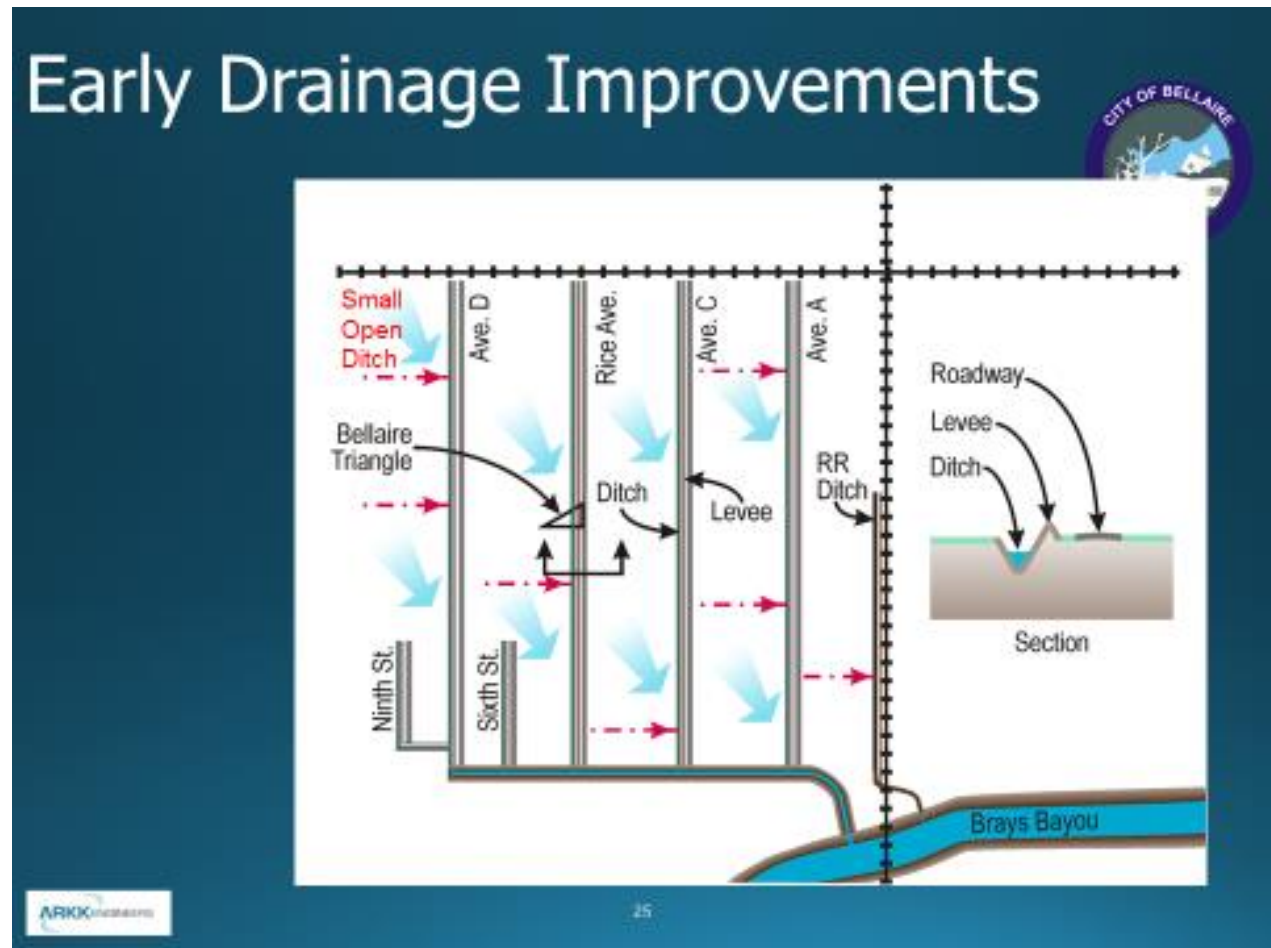
Natural drainage flow in the area where Bellaire exists today was from the northwest to the southeast overland and through gulleys toward creeks in the general vicinity of where Brays Bayou is today. Natural flow was disrupted with manmade improvements starting with the railroads.



As Bellaire began to develop more and more changes occurred to the natural flow. Keep in mind, the area was and is very flat, sloping only about 5 ft. over 10,000 feet or a little over half an inch in 100 feet. Because of this “table top” topography, the area never drained well.

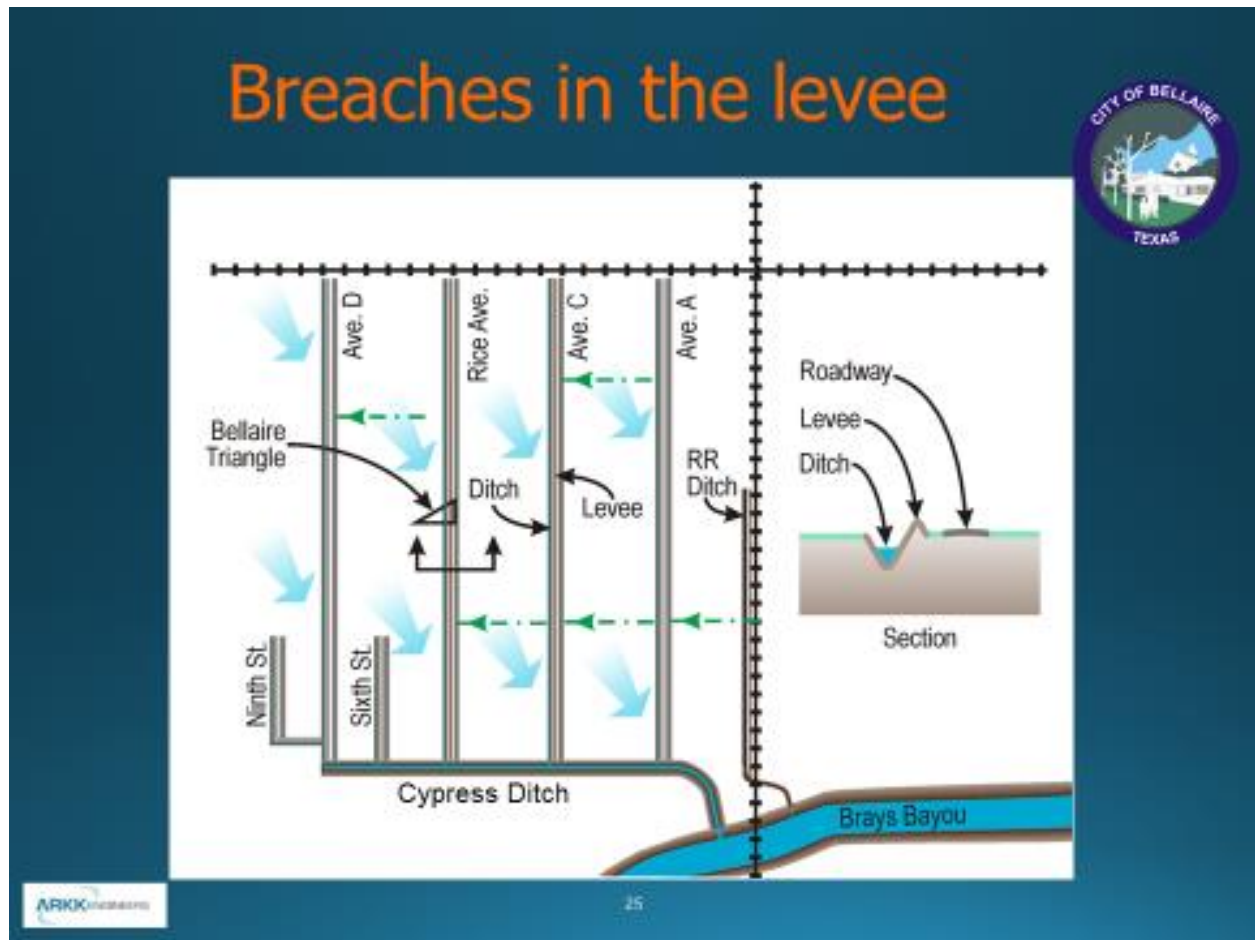


Very early drainage improvements consisted of a system of north/south ditches with a levee on the east side of the ditch to keep flood waters from overtopping the ditch and flooding areas to the east. Small lateral roadside ditches were constructed to drain the areas west of the main N/S ditches.

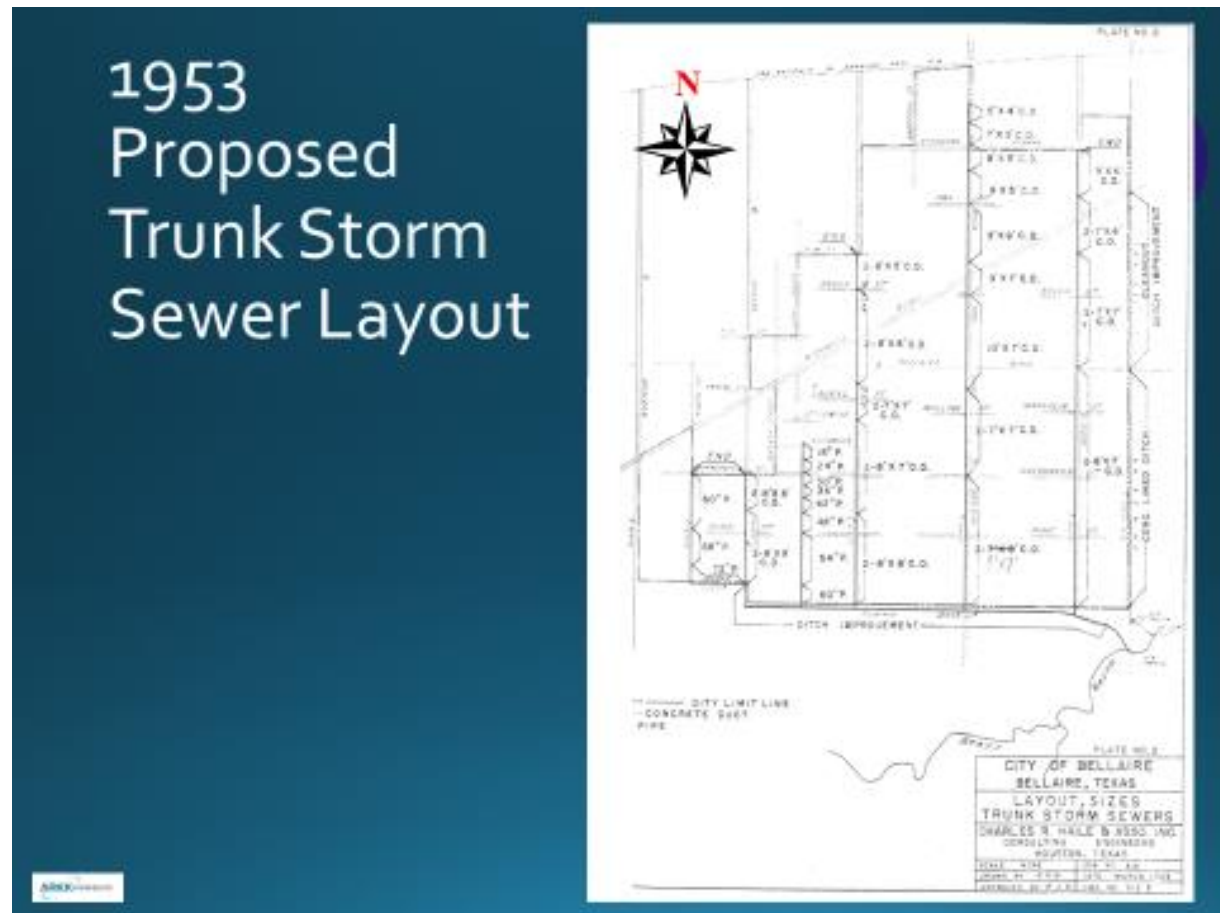




The levee systems protecting areas to the east were eventually breached by small lateral ditches built with the intention of improving drainage when they actually allowed storm water during heavy rain events to flow to the east.



This 1953 storm sewer map is hard to read but it shows the systems that were constructed to replace the ditch systems. Many of these north/south underground storm sewer drainage arterials built in the 50's are the same ones that exist today. Like the 2 - 8'x 8' box storm sewers on S. Rice outfalling to Cypress Ditch.

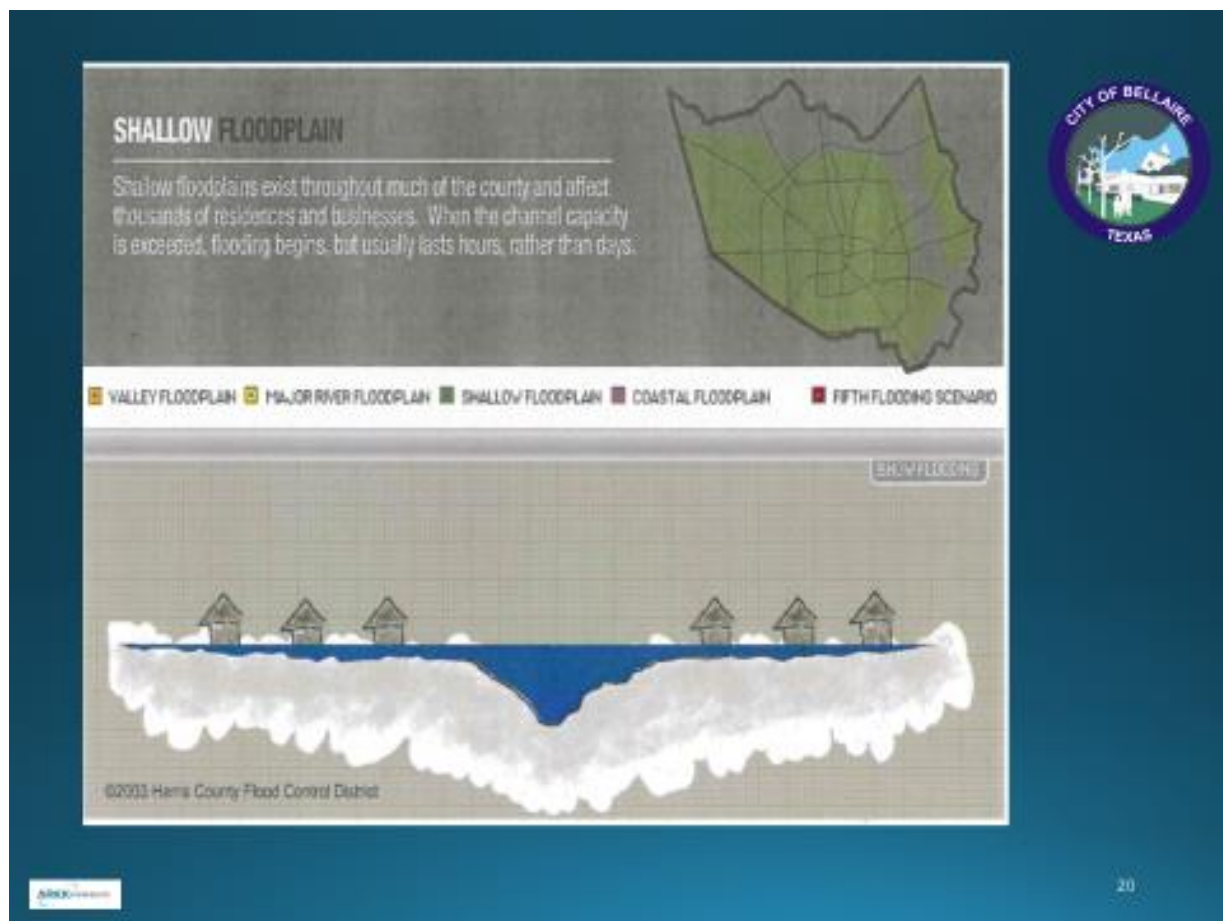


Attachment: Engineer's Memo (1317 : Infrastructure Update and Report)

## TYPES OF FLOODING IN THE BELLAIRE AREA

### Shallow Floodplain

Shallow Floodplains exist in the Bellaire area. When the capacity of Brays Bayou is exceeded, flooding occurs as storm water over tops the banks of the bayou and spreads throughout the low lying or floodplain areas. Over 80% of the City of Bellaire is within the 100 year floodplain of Brays Bayou.



## Ponding/Overland Flow

The other type of flooding condition that Bellaire can experience is when very intense local rainfall exceeds the storm sewer capacity and ponds to a depth that floods the street and in some cases structures that are at a low elevation. This type of flood is not identified on Flood Insurance rate maps and is one more reason why flood insurance is so important to all of us living in southeast Texas.

**PONDING / OVERLAND FLOW**

This type of flooding isn't restricted to any one area of the county. It can happen ANYWHERE. When intense local rainfall exceeds storm sewer or roadside ditch capacity, the water can "pond" in the streets deep enough to flood residences that are not even near a creek or bayou. The water will seek a path to the channel by flowing overland (sheetflow). When residences and other structures are in the path, additional flooding occurs. This type of flooding is not identified on Flood Insurance Rate Maps, which is another reason why flood insurance is so important to everyone.

VALLEY FLOODPLAIN   MAJOR RIVER FLOODPLAIN   SHALLOW FLOODPLAIN   COASTAL FLOODPLAIN   FIFTH FLOODING SCENARIO

CREDIT: HARRIS COUNTY FLOOD CONTROL DISTRICT

©2003 Harris County Flood Control District

21

CITY OF BELLAIRE  
TEXAS

## REBUILD BELLAIRE FOCUSED ON DRAINAGE

In Bellaire, the consensus was to continue the current Bellaire Millennium Renewal Program which accounted for building major drainage improvements throughout the City and to propose another bond program to the voters that made improving drainage the top priority. This new bond program called Rebuild Bellaire was presented to the voters as two referendums. Proposition 2 addressing Facilities Improvements and Proposition 1 addressing Infrastructure Improvements and was worded for or against authorizing issuance of \$41,000,000 in General Obligation Tax Bonds for a term not to exceed 30 years for street, sidewalk and drainage facility improvements.

To identify areas most in need of improvements, City Council, staff and engineers developed a ranking system that not only utilized Public Works records of the most severe flooding areas but considered several other rating categories like:

- Adequacy of existing drainage system
- Pavement condition prior to BMR
- Lots served by street reconstruction and drainage improvements
- Traffic
- Ditch drained streets

We gave each street a ranking of 1 through 5 for each category and weighted the categories according to importance.

The drainage area for each street and associated storm water runoff generated during a 2-year frequency storm.

(A 2-year frequency is a rainfall intensity having a 50% probability of occurrence in any given year. This frequency is considered the standard design storm in storm sewers for our area. It's about 2-inches of rain in one hour.)

After determining the flows for each street, we determined the capacity of the existing drainage system on that street. Comparing the actual drainage capacity to what was needed; we determined the severity of the undersized existing drainage system.

For example, a street may actually be drained by a 24-inch storm sewer where it should be a 42-inch line to adequately handle a 2-year design storm.

If the existing storm sewer handled less than 25% of the needed capacity, we assigned a rating of 5. If it handled 75% of the storm water flows, we gave it 1 point.

Public Works provided a map showing drainage problem areas based on complaints and their own observations. A street designated by Public Works as having drainage problems was given 5 points with other streets receiving no points for this particular category.

We then looked at the street condition records prior to BMR. In the street assessment survey, each street was rated based on the condition. Even though the City overlayed streets during the BMR



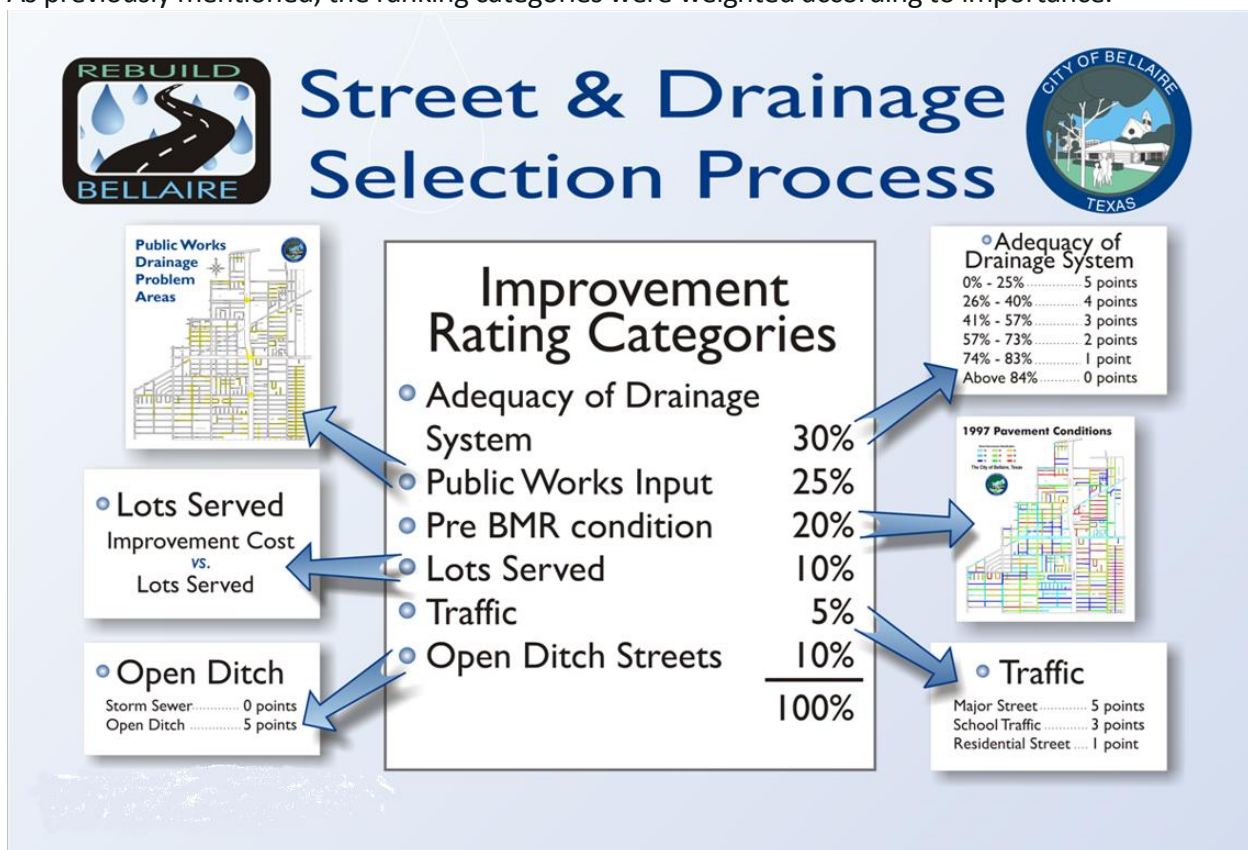
projects, the street area received on average only about five percent point repairs. So the underlying concrete pavement for some streets is worse than others.

The worst streets were given 5 points, with the best receiving no points.

We then looked at the number of lots on each particular street block and the general construction cost per lot. Simply, the more lots served, the higher the score.

We looked at each street to determine if the street was a major street, a street near a school or a residential street. A major street received 5 points. A street near a school received 3 points and other streets received 1 point.

As previously mentioned, the ranking categories were weighted according to importance.



Using these ranking categories, we sorted the streets to create a preliminary rating spreadsheet. Points in each category were multiplied times the importance factor providing a priority ranking for that particular street block



## Preliminary Rankings

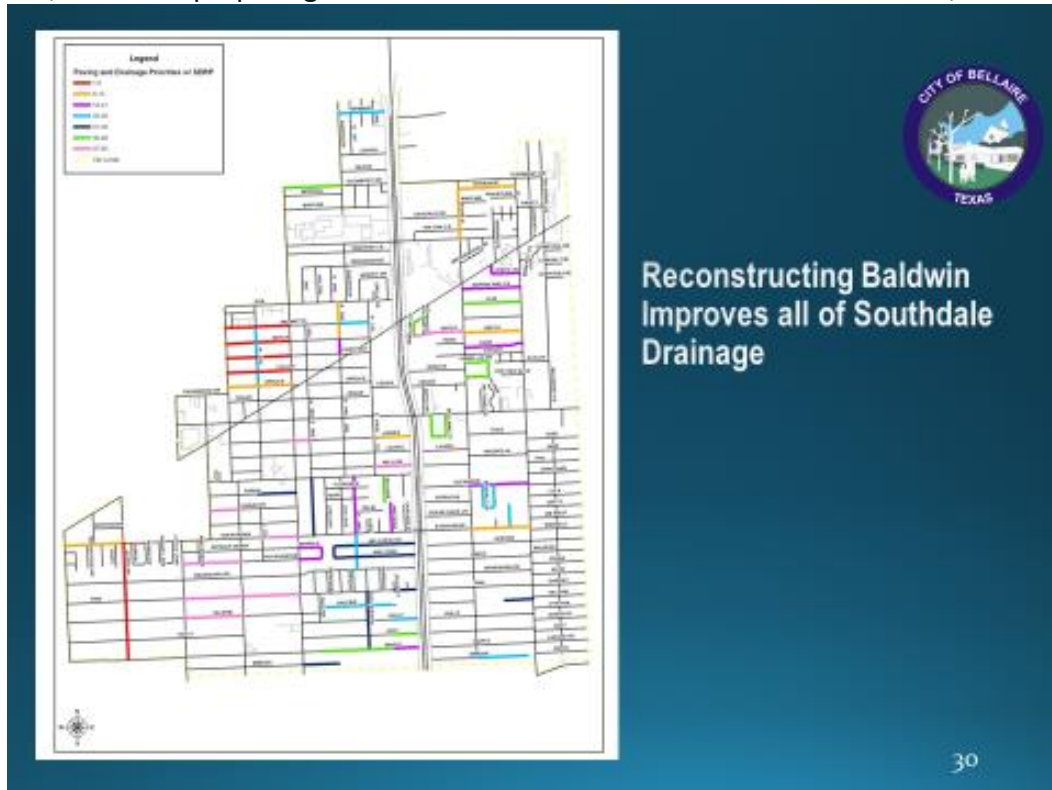


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We then determined what drainage improvements produced the most benefit for the area.



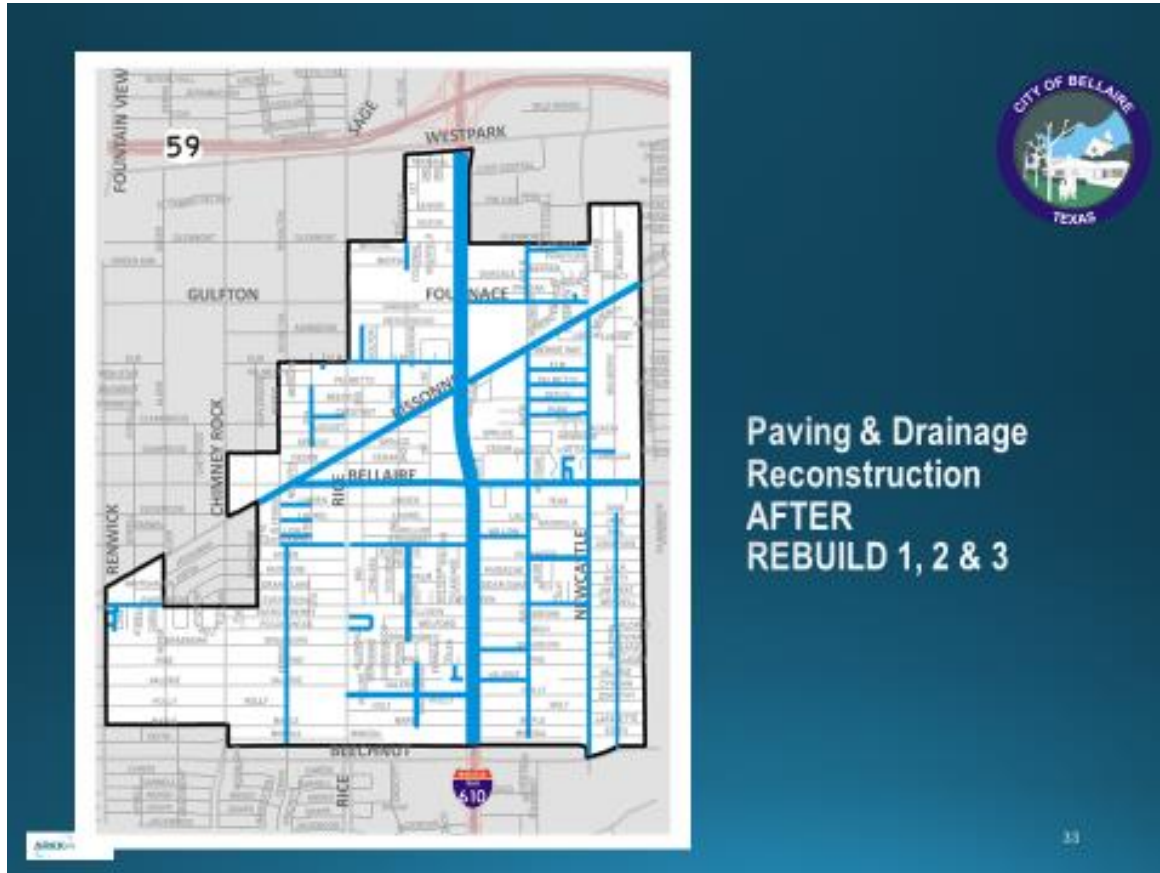
For example, our first sorting of the data showed the Southdale area as a high priority. Southdale and all the streets within Southdale do not have a suitable storm water outfall system. But, instead of proposing the reconstruction all the streets in the subdivision,



we sorted the data assuming Baldwin Avenue was reconstructed with an extreme event outfall system as if it were in place.

This corrected the areas drainage problem and redistributed the paving and drainage priorities to other areas of need.

The first phases completed approximately 35 blocks.



Rebuild Bellaire Phase 4 was recently completed and Phase 5A will begin in March and carry through the first part of 2018.

Bellaire has made significant progress over the years, but still there is more to accomplish.

As you recall, we completed a street and sidewalk condition assessment last year of the approximately 70 miles of streets and 45 miles of sidewalks. The assessment was necessary after the drought of 2011 took its toll on Bellaire's roadway condition.

This updated condition assessment was necessary to help guide the City of Bellaire's street and sidewalk improvements moving forward.

The assessment identified distressed area of pavements. We found small cracks in the pavement to large crevasses



to offset slabs at joints and

offsets in




the middle of the slab itself.

#### Street ponding or birdbaths



were noted on many streets where either the underlying subgrade contracted causing a dip in the gutter line or the fat clays expanded in an area causing the pavement to heave. Again, the City of Bellaire topographically, is very flat, sloping only about 5 ft. over 10,000 feet or a little over half an inch in 100 feet. Consequently, our street and gutter system is flat as well. So, any adverse movement in the gutter can create street ponding.

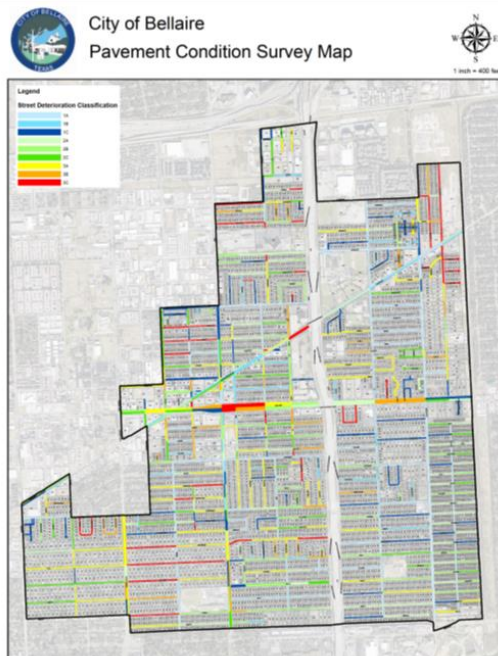
These pavement problem areas were logged on field evaluation forms for each block by the number of

		Street Name: <u>WEDGEWOOD DR.</u> Block No.: <u>4900</u> Road Material: <input type="checkbox"/> Concrete <input checked="" type="checkbox"/> Asphalt <input checked="" type="checkbox"/> Concrete Curb & Gutter		Evaluated by: <u>A. D.</u> Date: <u>3/14/2013</u> Road Rating: <u>2A</u> Sidewalk Rating: <u>1B</u>		Road Rating Legend: 1A 1B 1C 2A 2B 2C 3A 3B 3C	
ROAD POINT REPAIR 5' X 20'		SEVERITY		SIDEWALK POINT REPAIR 4' X 10'			
<div style="border: 1px solid black; height: 100px; width: 100%; position: relative;"> <div style="position: absolute; top: 0; right: 0;">1</div> </div>		LIGHT		<div style="border: 1px solid black; height: 100px; width: 100%; position: relative;"> <div style="position: absolute; top: 0; right: 0;">1</div> </div>			
<div style="border: 1px solid black; height: 100px; width: 100%; position: relative;"> <div style="position: absolute; top: 0; right: 0;">3</div> </div>		MEDIUM		<div style="border: 1px solid black; height: 100px; width: 100%; position: relative;"> <div style="position: absolute; top: 0; right: 0;">3</div> </div>			
<div style="border: 1px solid black; height: 100px; width: 100%; position: relative;"> <div style="position: absolute; top: 0; right: 0;">6</div> </div>		SEVERE		<div style="border: 1px solid black; height: 100px; width: 100%; position: relative;"> <div style="position: absolute; top: 0; right: 0;">6</div> </div>			
Comments: <u>S.W. DM. 4906, 4907, 4908, 4909</u>							
ARKK Engineers 7322 Southwest Freeway, Suite 1040 Houston, Texas 77040 713-400-2755							

distresses and the severity of distresses.

A weighted average was applied to these field quantities to emphasize street blocks with the most severe defects over the particular block surface area. The rating was on a block by block basis for easy identification for future street improvement design and construction priorities.

From the assessment, we developed a Pavement Condition Assessment Map.





1A or streets in the best condition like Newcastle, Ave B and Ferris St. are shown in light blue down to the badly deteriorated streets or sections of streets showing larger areas of severe distresses like major cracks, potholes, offset slabs or bird baths. These streets received a 3C or worst condition rating.

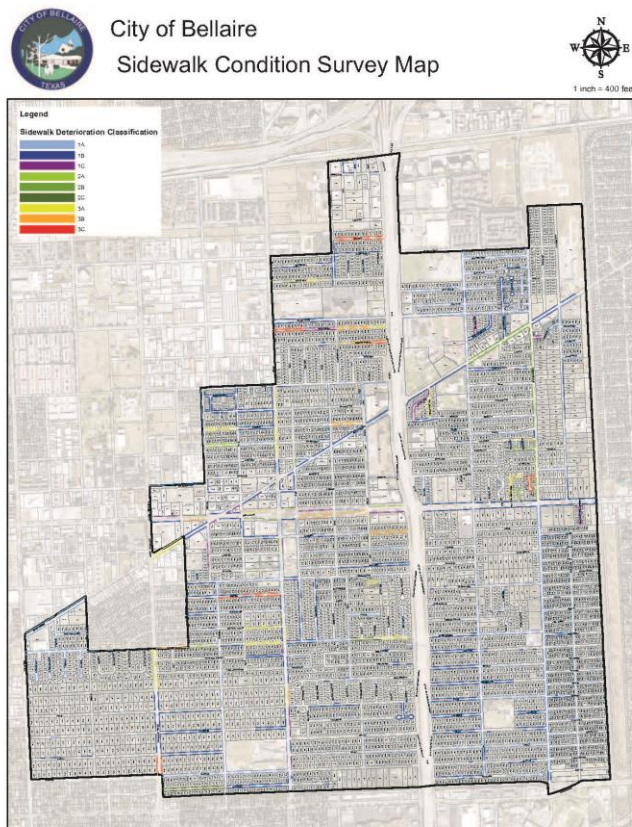
## SIDEWALK CONDITION ASSESSMENT

The sidewalk system was assessed in a similar fashion. We noted sidewalks in relatively good condition to those in very poor condition.

Sidewalks are also subject to differing subgrade moisture content like street pavements that cause or contribute to failures. We also find that trees in close proximity to sidewalks can cause structural damage. Problems with roots from trees begin when shallow-rooted trees are forced to grow in the area behind the curb and within the street right-of-way and the trunk flare, lifts the sidewalk.

Typical sidewalk construction requires compacted soil that will generally deflect tree roots downward. However, in time a space develops between the compacted soil and the pavement. The space is made up of oxygen and water. Opportunistic roots will grow in this area and increase in diameter, raising the sidewalk and curb just as roots raise the soil in areas where there is no sidewalk.

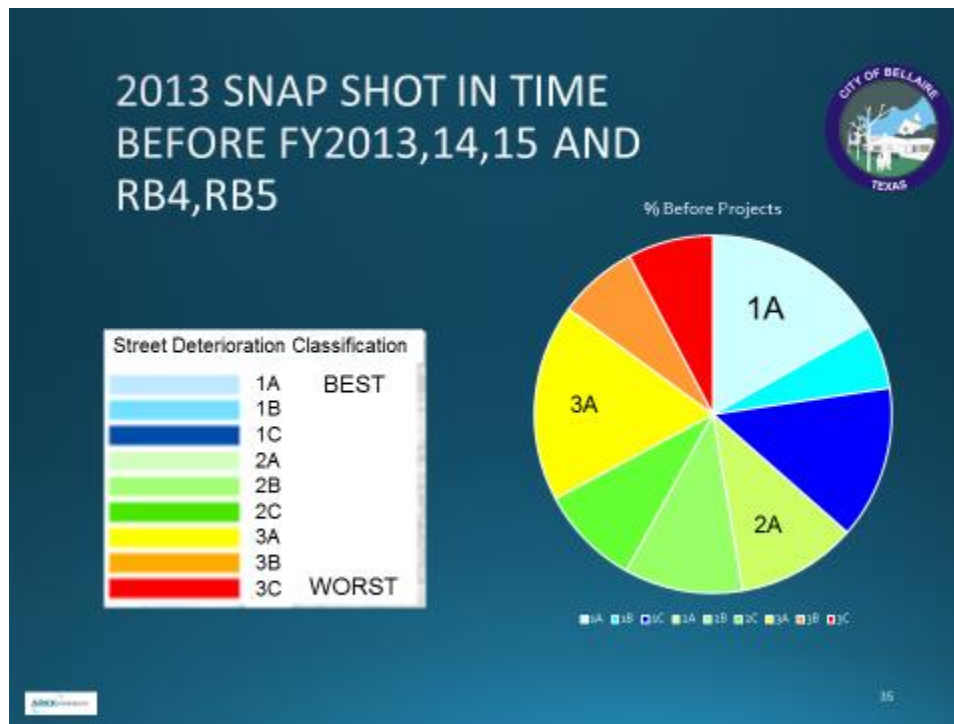
This map illustrates the relative conditions of sidewalks in Bellaire and also notes the sidewalk locations and probably just as important, where no sidewalks exist. This will of course aid us in determining where we may add a sidewalk to one or several yards to provide a continuous pedestrian travel way along a block.





## STREET CONDITION IN 2013 **SNAP SHOT IN TIME**

The street condition in the summer of 2013 prior to Rebuild Bellaire 4 & 5 and prior to the FY 2013 through 2015 Street Pavement Management Projects can be shown as follows:



About 1/3 of the streets fell into the good condition classification 1, 1/3 in the fair/poor condition classification 2 and 1/3 in the bad condition classification 3.

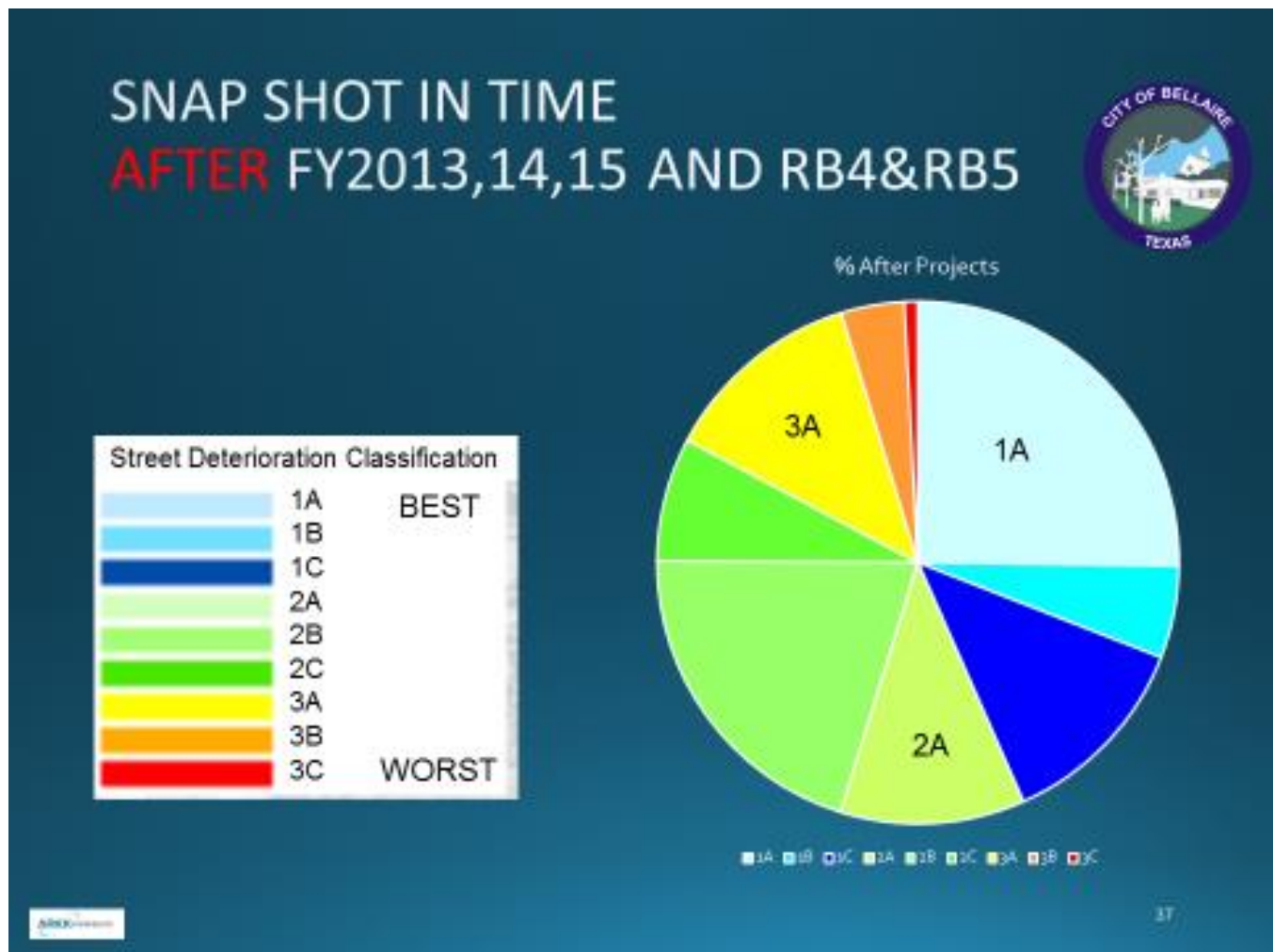
## AFTER COMPLETING REBUILD AND CURRENT MAINTENANCE PROJECTS

The FY 2013 Street Pavement Management Project has recently been completed and will soon be coming to Council for close-out. Construction is underway for the FY 2014 Street Maintenance project. The total budget for these two projects is \$3 million. We are nearing completion of the design work associated with the FY 2015 Street Maintenance project with a total budget of \$ 1 million.

Rebuild Phase 4 is finished moving Rebuild Bellaire to over halfway complete with Phase 5A scheduled to start by March 2015. The remaining streets in Rebuild Bellaire have been designed and construction is anticipated to progress through the first part of 2018.


These current projects improve approximately 13% of the City's streets that are in very poor condition. We would assume the totally reconstructed streets would be elevated to a 1A or best street condition classification and the streets in the FY 2013, FY 2014 and FY2015 Pavement Management Projects would now be pushed to an acceptable level of service condition of 2A or 2B.

So after the current approved projects are completed, what does our overall street condition look like?



A side by side comparison provides a positive review of Bellaire's Pavement Management Program.

**Compare 2013 to after Rebuild and Current PMP Complete**



Street Condition	2013		After RB 4 and RB 5 (SF)	FY 2013, FY 2014, & FY 2015 Maintenance Project(SF)	Anticipated Construction	
Classification	SF	%			SF	%
1A	1,712,279	16.9	0	51,021	2,555,089	25.2
1B	585,676	5.8	42,056	0	582,024	5.7
1C	1,402,535	13.8	100,824	38,404	1,263,307	12.5
2A	1,102,025	10.9	19,320	2,955	1,158,759	11.4
2B	1,090,259	10.7	71,736	48,078	2,060,388	20.3
2C	924,927	9.1	119,254	27,976	777,697	7.7
3A	1,807,472	17.8	244,504	296,866	1,266,102	12.5
3B	734,148	7.2	96,348	240,458	397,342	3.9
3C	785,665	7.7	148,768	552,619	84,278	0.8
<b>Total</b>	<b>10,144,986</b>		<b>842,810</b>	<b>1,258,377</b>	<b>10,144,986</b>	

ARKK Engineers

36

**Finally...OVER HALF OF BELLAIRE STREETS WILL BE ACCEPTABLE!**



Attachment: Engineer's Memo (1317 : Infrastructure Update and Report)

## **FUTURE CAPITAL IMPROVEMENT PROGRAM – “NEW BELLAIRE”**

The City of Bellaire is responsible for maintaining approximately 10,145,000 million square feet of pavement or just under 140 lane miles of roads. Bellaire’s roadway network includes major thoroughfares to residential cul-de-sac streets. As previously discussed, the condition of the roadway network varies from new concrete curb and gutter streets with underground storm sewer meeting today’s accepted standard for drainage systems to streets originally constructed in the 1940’s in unacceptable condition with little or no underground storm sewer.

To begin the discussion on improving the condition of the roadway system and associated drainage systems, I offer the following strategic program goals:

- Develop a program to bring all of the City’s streets up to an acceptable level of service in a reasonable amount of time
- Maintain the street system at an acceptable level of service
- Continue reconstructing the street system and upgrading the underground storm sewer system

### **PUSH OLD STREETS TO AN ACCEPTABLE CONDITION**

The City has over 4.5 million square feet of roadways currently at an unacceptable condition. These streets have severe to moderate offset slabs, cracks and ponding areas. The estimated cost to bring these streets up to a good condition (level of service 2A) is \$16 million. It is reasonable to propose that we repair these streets over an eight (8) year period at a cost of \$2 million a year.

### **CONTINUE RECONSTRUCTING OLD STREETS AND IMPROVING STORM DRAINAGE SYSTEMS**

If we consider new paving and drainage systems throughout Bellaire, the entire network of City streets could be valued at just over \$300 million. Sixty percent of that value being the roadway and forty percent being the drainage system. Assume we can stretch the life of our new roads and drainage systems to fifty (50) years with a disciplined maintenance program. I offer the example of such a maintenance program for the entire network below:



I have also provided a breakdown on a typical block basis to perhaps provide a better perspective on the potential maintenance dollars expended over the 50 year life of the street.



For that perspective, I have used the 5200 block of Braeburn as an example.



Attachment: Engineer's Memo (1317 : Infrastructure Update and Report)

I recommend considering funding a Pavement Management Program with a yearly expenditure of \$2 million to:

1. Bring all Bellaire streets up to an acceptable level of service in eight years
2. Maintain all Bellaire streets at an acceptable level of service

The second part to the overall Pavement Management Program is to plan for reconstructing the remaining 70% of the street network while ultimately planning on reconstructing a street that is brand new, in 2015, fifty years later in 2065 following the previously shown maintenance program table. The message here is that just as your car or your house requires maintenance work to extend its life and then finally becoming too costly to maintain and require replacement, so do the roadways.

Using the previously mentioned \$300 million value and 50 year projected asset value, I recommend considering spending \$6 million each year on new construction.

The “NEW BELLAIRE” street and drainage program combined with the maintenance program as described would cost \$8 million each year.

## OTHER CIP NEEDS...**WORK IN PROGRESS**

What other infrastructure improvements does the City face in the coming years?

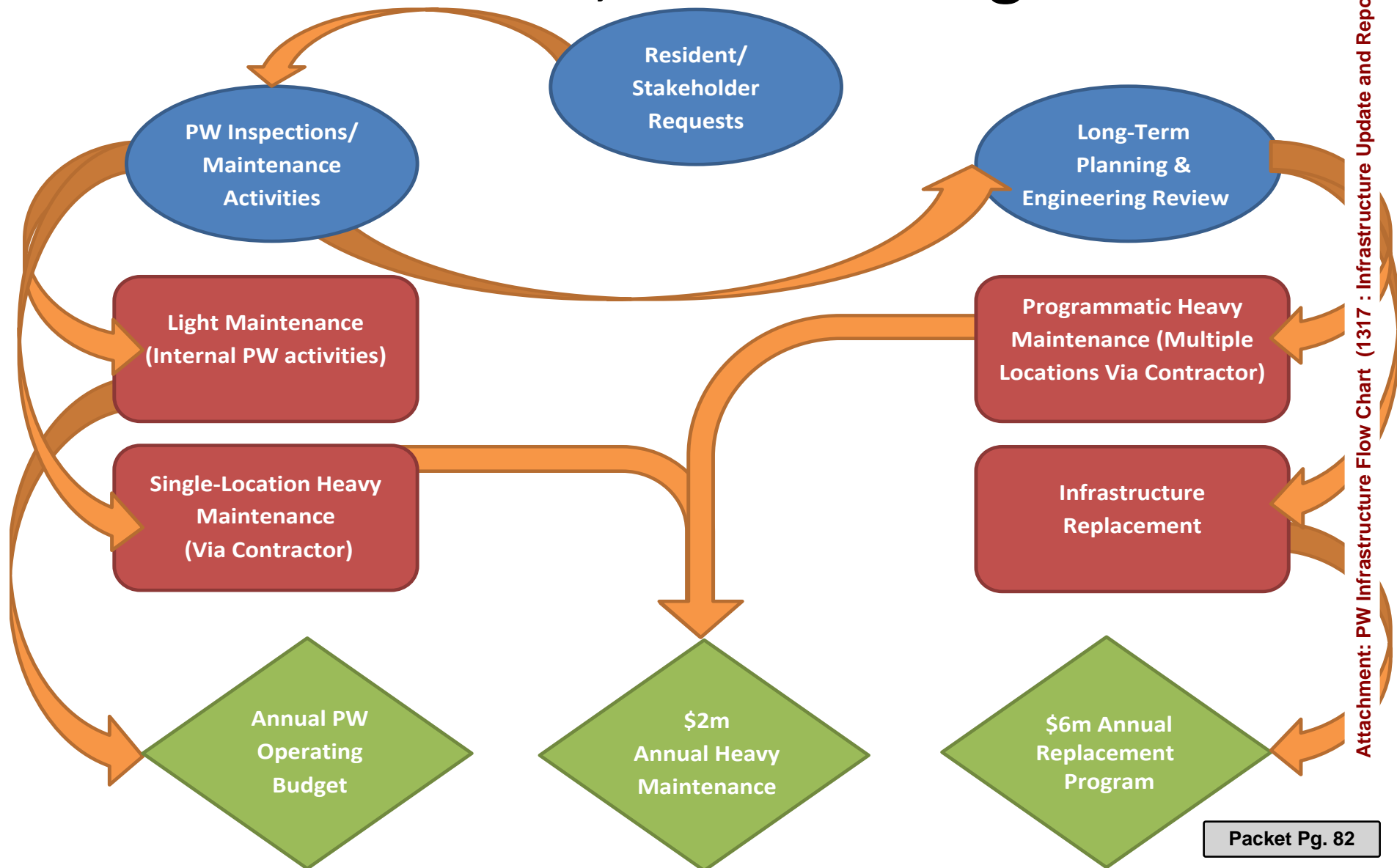
We are in the process of identifying critical water and wastewater improvements.

The water distribution system is being evaluated for problematic lines and improved firefighting capabilities. Approximately \$2 million of new distribution lines have already been identified by Public Works as problematic and require constant repairs.

A few older sanitary sewer lines are also costing the City too much to repair and unclog on a regular basis and should be programmed for improvements.

We are also evaluating the Lift Station costs and SCADA system costs previously reported for their merits and actual critical needs.

# Infrastructure Management Inputs, Work Activities, and Funding Sources



Attachment: PW Infrastructure Flow Chart (1317 : Infrastructure Update and Report)

# GENERAL FUND ASSUMPTIONS

## JAN 2015

- Revenues
  - Current Property Tax Revenue increase 8%
- Expenditures
  - Added \$1M to pavement maintenance – as operating starting with FY2016
- All other expenditures
  - Awaiting DRAFT CIP – No contributions

# JAN 2015

## FISCAL FORECAST GENERAL FUND

In \$millions	FY2014A	FY2015	FY2016	FY2017	FY2018	FY2019
Beginning Balance	\$4.2	\$4.7	\$5.1	\$4.4	\$3.9	\$3.6
Recurring Revenue	\$16.7	\$17.4	\$18.2	\$19.2	\$20.2	\$21.3
Recurring Expense	\$15.2	\$16.5	\$18.3	\$19.0	\$19.8	\$20.6
Capital Outlay	\$0.561	\$0.464	\$0.650	\$0.650	\$0.650	\$0.650
CIP Contr	\$0.467	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000
Ending Fund Balance	\$4.7	\$5.1	\$4.4	\$3.9	\$3.6	\$3.7
60 Day	\$2.5	\$2.7	\$3.05	\$3.2	\$3.3	\$3.4
Available	<b>\$2.1</b>	<b>\$2.3</b>	<b>\$1.35</b>	<b>\$0.7</b>	<b>\$0.3</b>	<b>\$0.3</b>

# DEBT SERVICE ASSUMPTIONS

## JANUARY 2015

- Assumes selling all unissued authority in August of 2015.
- Future Bond Sale for Follow on RBB Program
  - \$6M/Year – Bond Sale each August starting 2016
  - 4% Bond Interest
  - No principal payment in first year of debt service

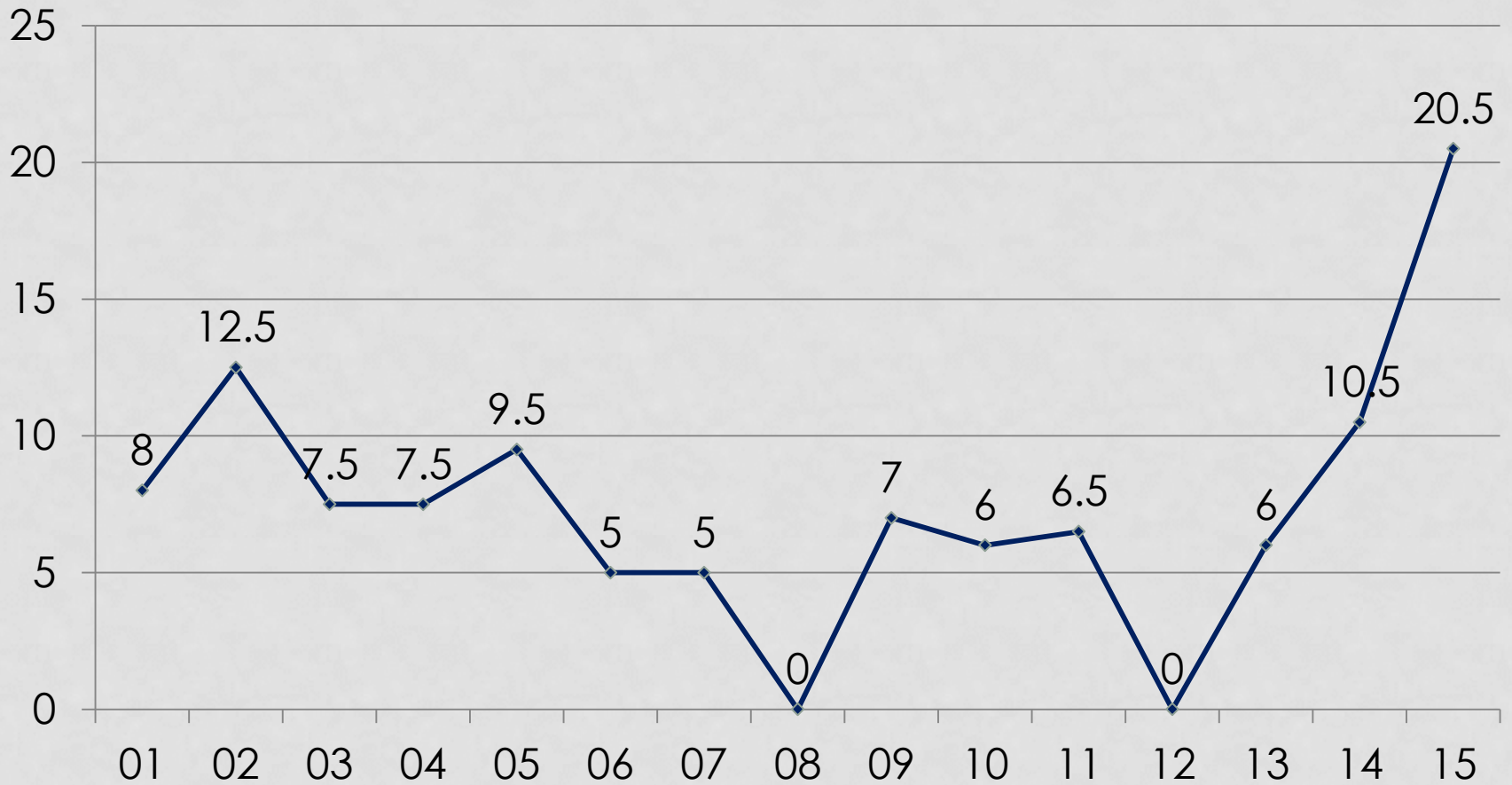


# FISCAL FORECAST DEBT SERVICE

## JANUARY 2015

<b>\$Millions</b>	<b>FY2015</b>	<b>FY2016</b>	<b>FY2017</b>	<b>FY2018</b>	<b>FY2019</b>
Beginning Balance	\$0.562	\$0.562	\$0.562	\$0.562	\$0.562
Recurring Revenue	\$6.6	\$7.0	\$7.4	\$8.1	\$8.7
Recurring Expense	\$6.6	\$7.0	\$7.4	\$8.1	\$8.7
Ending Fund Balance	\$0.562	\$0.562	\$0.562	\$0.562	\$0.562
Debt Tax Rate	\$0.1404	\$0.1416	\$0.1459	\$0.1530	\$0.1598

# G.O. BONDS SOLD FROM 2001-2015P



# STREET & DRAINAGE BOND SCHEDULE

Year	Jan	Feb	Mar	April	May	June	Jul	Aug	Sept	Oct	Nov	Dec
15	5A Award							Sell 5B \$7.94		Award 5B	Bond Election?	
	<div>5A Construction</div> <div>5B Construction</div>											
16					Bond Election?						Bond Election?	
	<div>5A Construction</div> <div>5B Construction</div>											
17								Sell NB \$6M				
18								Sell NB \$6M				
19								Sell NB \$6M				

**Mayor and Council**

7008 S. Rice Avenue  
Bellaire, TX 77401



Meeting: 01/26/15 07:00 PM  
Department: City Clerk  
Category: Public Hearing  
Department Head: Tracy L. Dutton  
DOC ID: 1453

**SCHEDULED  
ORDINANCE (ID # 1453)**

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**Item Title:**

Presentation of a petition submitted under the "Neighborhood Traffic Improvement Program" by residents abutting Elm Street from South Rice Avenue to IH-610 for the installation of traffic control devices (speed humps) on Elm Street and consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, setting the neighborhood area for said petition and calling a public hearing before the City Council of the City of Bellaire, Texas, on Monday, March 2, 2015, in the Council Chamber, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas 77401, to hear any and all persons desiring to be heard on or in connection with a petition from more than 80% of the property owners abutting Elm Street from South Rice Avenue to IH-610 for the installation of traffic control devices (speed humps) on said street.

**Background/Summary:****Neighborhood Traffic Improvement Program History:**

On April 15, 1996, the City Council of the City of Bellaire, Texas ("City Council") adopted the "Neighborhood Traffic Improvement Program" ("NTIP") for the purpose of establishing procedures governing the application for and review, approval, financing, and construction of projects to minimize or eliminate traffic congestion, cut-through traffic, or other traffic-related problems in a neighborhood area.

Under the program, an applicant requesting a project is required to submit a petition from 80% of the property owners of the designated street describing the traffic problem or condition to be remedied, data concerning the proposed neighborhood area, and a commitment from the petitioners (i.e., property owners) to pay the final fee for the installation or construction cost of the project if accepted and approved by the Bellaire City Council.

Following a review of the petition by the City Clerk, a request is made to schedule an initial public hearing (the first of two) before City Council. The program documentation requires the City Council, at its discretion, to designate the "neighborhood area" or affected area. Following that designation, the NTIP states "a petition from the majority of the residents shall be forwarded by the applicant to the City Clerk upon the same form as required for the designated street." The City Clerk, after discussion with the City Attorney, has previously determined that this was probably not the intent of City Council as a petition "on the same form" as required for the designated area would lead a petitioner in the affected area to believe that he or she would also be financially responsible for the installation and/or construction of the requested traffic device(s). In lieu of obtaining a petition from the affected area, the City Clerk recommends that notification of the initial public hearing be mailed to the property owners of record within the affected area at least 15 days prior to the date of the public hearing.

The NTIP also states that following the initial public hearing, the City Council will consider, in a regular meeting, whether the proposed project is approved or disapproved. If approved, the project must be tested with a "temporary" traffic control device for a period

of not less than 180 days. If disapproved, the applicant shall not be permitted to file a new request for the same or a similar project for a period of two (2) years from the date of disapproval.

After the completion of the 180-day trial period, a second public hearing is held. The same procedures described for the initial public hearing would be followed for the second public hearing. Following the second public hearing, an item would be placed on the next regular meeting agenda for City Council's approval or disapproval of the request. The decision made by City Council shall be final and shall not be subject to further appeal or hearing. If the City Council denies the request after the second public hearing, the applicant shall not be permitted to file a new request for the same or a similar project for a period of two (2) years from the date of denial.

#### **Current Petition - Elm Street from South Rice Avenue to IH-610:**

The City Clerk's Office received a petition from the residents abutting Elm Street from South Rice Avenue to IH-610 on December 18, 2014, requesting the installation of speed humps along the street beginning at South Rice Avenue and ending at the IH-610 Service Road. A cursory review of the petition was subsequently performed and several signatures invalidated based on the Harris County Appraisal District Real Property Roll (i.e., not listed as property owners of record). The primary petitioner, Kyle Simson, obtained the necessary additional signatures and the petition has been validated with 82.05% of the property owners of record abutting Elm Street (as of January 9, 2015) requesting the installation of speed humps on Elm Street between South Rice Avenue and the IH-610 Service Road.

In accordance with the NTIP, an ordinance has been prepared and attached hereto for City Council consideration that sets the recommended neighborhood area for notification purposes and calls a public hearing before the City Council on the petition on Monday, March 2, 2015, at 6:00 p.m. in the Council Chamber, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas.

I have recommended a notification area based on a review of the petition site and the areas surrounding the petition site that might be affected by the installation of the speed humps (i.e., cut-through traffic). See the table below and map attached hereto.

<b>Block or Blocks</b>	<b>Street Name</b>	<b>Number of Properties</b>
800	Anderson Street	18
800	Circle Drive	9
4800, 4900, 5000	Elm Street	25
6300	First Street	12
800	Holton Street	19
800	Jaquet Drive	37
4800, 4900, 5000	Palmetto Street	51
800	Second Street, North	18
4700, 4800, 4900, 5000	Tamarisk Street	65
800, 900	Third Street, North	23
4700, 4800, 4900, 5000	Wedgewood Drive	57

If the above-referenced notification area is approved, 334 notices will be mailed to property owners of record regarding the public hearing and a notice will be published in a newspaper of general circulation at least 15 days prior to the public hearing. As is our usual practice, notices will be mailed to assumed rental properties (that number is unknown at this time).

### **Previous Council Action Summary:**

During my tenure with the City (January 1997 to date), three (3) petitions have been filed under the NTIP. The first was in 1998 by the 5100 block of Valerie Street; the second was in 1998 by Baldwin Avenue (from Jane Street to Betty Street); and the third was in 2005 by the 4500 block of Maple Street. Speed humps were ultimately installed in the 5200 block of Valerie Street and the 4500 block of Maple Street. Other traffic measures were considered for Baldwin Avenue (i.e., installation of stop signs).

### **Fiscal Impact:**

Costs related to holding the public hearing include the newspaper notification and mailing of notices or approximately \$425.

Estimated costs related to the speed humps, including installation, are as follows (numbers provided by Public Works):

Temporary speed humps for trial period (rubber-based--can be installed temporarily or permanently): estimate of \$3,000 to \$4,000 per speed hump location (assuming installation and removal by City crews).

Permanent asphalt speed humps, including signage and installation: estimate of \$4,000 to \$6,000 per speed hump location and estimate of \$3,000 to \$5,000 in engineering costs.

### **Recommendation:**

If City Council desires to move forward with this petition under the NTIP, the City Clerk recommends the adoption of the attached ordinance calling a public hearing on the validated petition on March 2, 2015, and setting the neighborhood or affected area as indicated within the ordinance.

### **ATTACHMENTS:**

- Cover Sheet - Petition Review - Elm Street (DOC)
- Petition Review - Elm Street Speed Humps (PDF)
- Cover Sheet - Map of Recommended Notification Area (Neighborhood Area) (DOC)
- Recommended Notification Area for Elm Street Petition (PDF)
- Public Hearing - Traffic Control Devices - Elm Street from South Rice Avenue to IH-610 - 2015 (DOC)
- Cover Sheet - Exhibit A - Request for Traffic Device Petition - Elm Street (DOC)
- Elm Street Petition for Speed Humps (PDF)
- Cover Sheet - Exhibit B - NTIP - Elm Street (DOC)
- Neighborhood Traffic Improvement Program (PDF)
- Cover Sheet - Elm Street Presentation (DOC)
- Elm Street Presentation 012215 (PPTX)





## **Petition Review – Traffic Calming Device(s)**

### **Speed Hump(s) Request for Elm Street from South Rice Avenue to the IH-610 Service Road**

Review performed and finalized by City Clerk Tracy L. Dutton on  
January 9, 2015.

# City of Bellaire

## Petition Review - Traffic-Calming Device(s) Elm Street from South Rice Avenue to IH 610

Address	Owner Per Tax Roll	Name of Signatory	Valid
800 Anderson Street (Lot 9, Block 1, Post Oak Court Amend)	Donald C. McNaught 800 Anderson Street Bellaire, TX 77401-2807	Donald McNaught	Yes
801 Anderson Street (Lot 18, Block 2, Elmhurst Sec. 2 Amend)	Anthony Weaver 801 Anderson Street Bellaire, TX 77401-2806	Anthony Weaver	Yes
800 Circle Drive (Lot 19, Block 2, Post Oak Court)	John B. Kennedy Kenn Ann E. Linsley 800 Circle Drive Bellaire, TX 77401-2835	Kenn Ann E. Linsley	Yes
801 Circle Drive (Lot 27, Block 2, Post Oak Court)	Carmen Lozada c/o Guillermo J. Lozada 801 Circle Drive Bellaire, TX 77401-2808	No Signature	N/A
4803 Elm Street (Lot 2, Whelshire)	Kang Chen and Wei Wang 1909 Gladewood Drive Midland, TX 79707-5052	No Signature	N/A
4805 Elm Street (Lot 1, Whelshire)	Ed W. Langley 4805 Elm Street Bellaire, TX 77401-2809	Ed Langley	Yes
4807 Elm Street (Lot 6, Block 1, Elmhurst Sec. 1)	John and Helena Zodrow 4807 Elm Street Bellaire, TX 77401-2809	Helena Zodrow	Yes
4809 Elm Street (Lot 5, Block 1, Elmhurst Sec. 1)	Robert E. Krenzelok 43 Manor Lake Estates Drive Spring, TX 77379-3720	Jennifer Siegel	No

# City of Bellaire

## Petition Review - Traffic-Calming Device(s) Elm Street from South Rice Avenue to IH 610

Address	Owner Per Tax Roll	Name of Signatory	Valid
4811 Elm Street (Lot 4, Block 1, Elmhurst Sec. 1)	Gerald J. and Janice Tackett 4811 Elm Street Bellaire, TX 77401-2809	Gerald Tackett	Yes
4813 Elm Street (Lot 3, Block 1, Elmhurst Sec. 1)	Ed and Alicia Brantley 4813 Elm Street Bellaire, TX 77401-2809	Alicia Brantley	Yes
4815 Elm Street (Lot 2, Block 1, Elmhurst Sec. 1)	Stephen Gregory and Diane Hecht 4815 Elm Street Bellaire, TX 77401-2809	Diane Hecht	Yes
4817 Elm Street (Lot 1, Block 1, Elmhurst Sec. 1)	Barbara Jordan Meltzer 4817 Elm Street Bellaire, TX 77401-2809	Barbara Meltzer	Yes
4901 Elm Street (Tract 20C, Block 11, Westmoreland Farms)	Jessica Dong 4901 Elm Street Bellaire, TX 77401-2810	Jessica Dong	Yes
4903 Elm Street (Lot 2, Block 1, Taylor Heights)	Kyle and Amy Simson 4903 Elm Street Bellaire, TX 77401-2810	Kyle Simson	Yes
4905 Elm Street (Lot 1, Block 1, Taylor Heights)	Edward C. Wade 16012 Canard Circle Austin, TX 78734	Edward Wade	Yes
4907 Elm Street (Tract 19C, Block 11, Westmoreland Farms)	Tucker Burkhart (s/b Burkhart) P.O. Box 877 Bellaire, TX 77402-0877	Tucker Burkhart	Yes

# City of Bellaire

## Petition Review - Traffic-Calming Device(s) Elm Street from South Rice Avenue to IH 610

Address	Owner Per Tax Roll	Name of Signatory	Valid
4909 Elm Street (Tract 19A, Block 11, Westmoreland Farms)	Tucker and Danielle M. Burkhart 4911 Elm Street Bellaire, TX 77401-2810	Tucker Burkhart	Yes
4911 Elm Street (Tract 19B, Block 11, Westmoreland Farms)	Tucker D. and Danielle M. Burkhart P.O. Box 877 Bellaire, TX 77402-0877	Tucker Burkhart	Yes
4913 Elm Street (Tract 18C, Block 11, Westmoreland Farms)	Gary and Jeanie Flores 4913 Elm Street Bellaire, TX 77401-2810	Jeanie Flores Property Sold to: James Versalovic	Yes Yes
4915 Elm Street (Tract 18B, Block 11, Westmoreland Farms)	Jon A. Svaeren and Tov Ellingsen 4915 Elm Street Bellaire, TX 77401-2810	Jon Svaeren	Yes
4917 Elm Street (Tract 18A, Block 11, Westmoreland Farms)	Current Owner 4917 Elm Street Bellaire, TX 77401-2810	Michelle Arnold	Yes (Verified with Utility Billing)
4919 Elm Street (Tract 17A, Block 11, Westmoreland Farms)	Bill and Sue M. Wong 4919 Elm Street Bellaire, TX 77401-2810	Bill Wong	Yes
4921 Elm Street (Tract 17C, Block 11, Westmoreland Farms)	Michael Masciangelo Margarita Moreno 4921 Elm Street Bellaire, TX 77401-2810	Margarita Moreno	Yes
4923 Elm Street (Tract 17B, Block 11, Westmoreland Farms)	Paul Sheehan 4923 Elm Street Bellaire, TX 77401-2810	Paul Sheehan	Yes



# City of Bellaire

## Petition Review - Traffic-Calming Device(s) Elm Street from South Rice Avenue to IH 610

Address	Owner Per Tax Roll	Name of Signatory	Valid
5001 Elm Street (Tract 16, Block 11, Westmoreland Farms)	Andrew G. Lee Hilary A. Beaver 5001 Elm Street Bellaire, TX 77401-2811	Hilary Beaver Andrew Lee	Yes
5003 Elm Street (Tract 16A, Block 11, Westmoreland Farms)	Current Owner 5003 Elm Street Bellaire, TX 77401-2811	Cocco Martin	Yes (Verified with Utility Billing)
5005 Elm Street (Lot 2, McLaughlin Amended)	Peng and Min Du Huang 5005 Elm Street Bellaire, TX 77401-2811	Peng Huang	Yes
5007 Elm Street (Lot 1, McLaughlin Amended)	Joann Higgs Roberts 5007 Elm Street Bellaire, TX 77401-2811	Carolyn V. Stanton (Power of Attorney)	Yes
6300 1st Street (TH1, Plaza Terrace T/H)	Claude A. Beasley 6300 1st Street Bellaire, TX 77401-3402	C. A. Beasley	Yes
800 Holton Street (Lot 1, Block 1, Elmhurst)	Eddie Debowski, Jr. 800 Holton Street Bellaire, TX 77401-2813	Eddie Debowski	Yes
801 Holton Street (Lot 11, Frank L. Holton, Sec. 2)	Brookstone Homes of Austin, Inc. P.O. Box 1411 Dripping Springs, TX 78620-1411	John Wawrose	Yes (Verified with Utility Billing)
851 Jaquet Drive (Lot 10, Block 1, Post Oak Court)	Vera M. Burke 851 Jaquet Drive Bellaire, TX 77401-2814	Thomas Burke	No

# City of Bellaire

## Petition Review - Traffic-Calming Device(s) Elm Street from South Rice Avenue to IH 610

Address	Owner Per Tax Roll	Name of Signatory	Valid
852 Jaquet Drive (Lot 1, Block 2, Post Oak Court)	Clement Y. and Flora Chen 3968 Dalston Lane Plano, TX 75023-1027	No Signature	N/A
800 N. 2nd Street (Lot 1, Block 2, Elmhurst Amend)	Keith and Stacy H. Benson 800 N. 2nd Street Bellaire, TX 77401-2802	No Signature	N/A
801 N. 2nd Street (Lot 18, Block 1, Elmhurst)	Seth D. Tyler 801 N. 2nd Street Bellaire, TX 77401-2801	Seth Tyler	Yes
6209 South Rice Avenue (Lot 20, Block 1, Frank L. Holton)	NYCE LLC P.O. Box 1614 Bellaire, TX 77402-1614	Mary McGrane Director	Yes (Verified with TX Comptroller)
800 N. 3rd Street (Lot 10, Block 2, Frank L. Holton)	Linda Nell Kendziora 800 N. Third Street Bellaire, TX 77401-2804	Linda Kendziora	Yes
801 N. 3rd Street (Lot 19, Block 1, Frank L. Holton)	Dave Cunningham 801 N. 3rd Street Bellaire, TX 77401-2803	No Signature	N/A
6300 West Loop South (Tract 6D, Block 11, Westmoreland Farms)	6300 WLC LLC 3810 W. Alabama Street Houston, TX 77027-5204	John Andell, Authorized Agent	Yes (Verified with Utility Billing and Mgmt. Company)

### Summary:

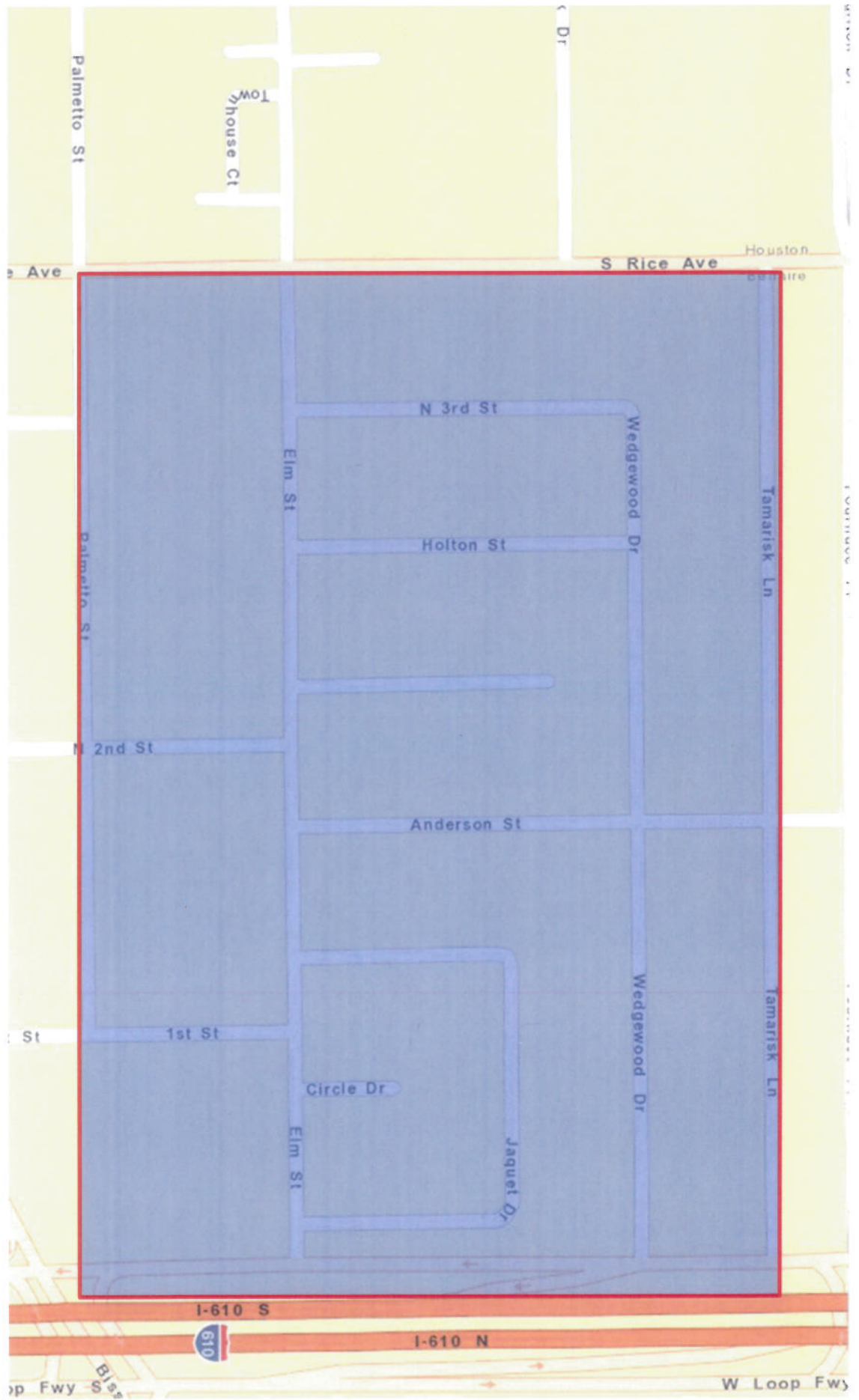
Total Number of Properties Abutting Elm Street from S. Rice Ave. to West Loop South:	39
Number of Valid Signatures (One Per Property Needed):	32
Percentage of Property Owners Requesting Traffic-Calming Device(s):	82.05%





## **Map of Recommended Notification Area (Neighborhood Area)**

Recommendation by City Clerk Tracy L. Dutton.





# **ORDINANCE NO. 15-\_\_\_\_\_**

**AN ORDINANCE CALLING A PUBLIC HEARING BEFORE THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, ON MONDAY, THE 2<sup>ND</sup> DAY OF MARCH, 2015, AT 6:00 P.M. IN THE COUNCIL CHAMBER, FIRST FLOOR OF CITY HALL, 7008 SOUTH RICE AVENUE, BELLAIRE, TEXAS, TO HEAR ANY AND ALL PERSONS DESIRING TO BE HEARD ON OR IN CONNECTION WITH A REQUEST FROM MORE THAN 80% OF THE PROPERTY OWNERS ABUTTING ELM STREET FOR THE INSTALLATION OF TRAFFIC CONTROL DEVICE(S) (SPEED HUMPS) ALONG ELM STREET FROM SOUTH RICE AVENUE TO THE IH-610 SERVICE ROAD.**

**WHEREAS**, heretofore previously, more than 80% of the property owners abutting Elm Street from South Rice Avenue to the IH-610 Service Road, Bellaire, Texas, have filed a *Request for Traffic Device Petition (Petition)* with the City Clerk of the City of Bellaire, Texas, the Petition of which is attached hereto and identified as "Exhibit A"; and

**WHEREAS**, as a result of a review of the Petition by the City Clerk of the City of Bellaire, Texas, said Petition is deemed valid by virtue of meeting the 80% of property owners of the designated street requirement outlined in the *Neighborhood Traffic Improvement Program, Preliminary Review Process*, subsection (a)(2), the policy of which is attached hereto and identified as "Exhibit B"; and

**WHEREAS**, the City Council of the City of Bellaire, Texas, has designated the neighborhood area in accordance with the *Neighborhood Traffic Improvement Program, Neighborhood Area*, subsection (a), as the 800 block of Anderson Street, 800 block of Circle Drive, 4800-5000 blocks of Elm Street (from South Rice Avenue to the IH-610 Service Road), 6300 block of First Street, 800 block of Holton Street, 800 block of Jaquet Drive, 4800-5000 blocks of Palmetto Street, 800 block of North Second Street, 4700-5000 blocks of Tamarisk Street, 800-900 blocks of North Third Street, and 4700-5000 blocks of Wedgewood Drive, Bellaire, Texas; and

**WHEREAS**, the City Council of the City of Bellaire, Texas, finds that the best interest of the City of Bellaire, Texas, will be served by calling a public hearing on the *Request for Traffic Device Petition*; and

**WHEREAS**, the City Council of the City of Bellaire, Texas, finds and determines that it is in the public interest for said public hearing to be held at the earliest and most practicable date; **NOW, THEREFORE**,

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

1. That the City Council of the City of Bellaire, Texas, does hereby call a public hearing before the City Council of the City of Bellaire, Texas, to be held on Monday, the 2<sup>nd</sup> day of March, 2015, at 6:00 p.m. in the Council Chamber, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas, at which time and place all persons desiring to be heard will be heard on or in connection with the request by the residents abutting Elm Street from South Rice Avenue to the IH-610 Service Road, Bellaire, Texas, to install traffic control device(s) (speed humps) along Elm Street from South Rice Avenue to the IH-610 Service Road; and

2. That written notice of said Public Hearing further be given as required by the *Neighborhood Traffic Improvement Program, Initial Public Hearing*, subsections (a) through (d).

**PASSED** and **APPROVED** this 26<sup>th</sup> day of January, 2015.

(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**

### **Request for Traffic Device Petition (Speed Humps)**

Petitioner: Elm Street (from South Rice Avenue to the IH-610 Service Road)

Primary Contact: Resident Kyle Simson

Ordinance No.: 15-\_\_\_\_





# REQUEST FOR TRAFFIC DEVICE PETITION

**\*\* For Residents On or Directly Adjacent to Elm St. Only \*\***

The undersigned hereby petition for speed humps on Elm Street between South Rice Avenue and the IH 610 Feeder Road.

I understand that the Neighborhood Improvement Program contains provisions for the Installation cost to be paid by the petitioner(s) and that the traffic device(s) will not be installed if funds are not received by the City for the project.\*

Please check the appropriate box that corresponds to your answers to the questions asked.

#	ADDRESS	NAME (PRINT)	SIGNATURE	PHONE/EMAIL	Are you in favor of speed humps along Elm St.?			Are you willing to participate in cost sharing?	
					Yes	No	Yes	No	
1	4807 ELM	ZODROW	<i>[Signature]</i>	[REDACTED]	Yes		Yes		
2	4917 Elm	Arnold	<i>[Signature]</i>	[REDACTED]	Yes			X	
3	800 Anderson	McNaught	<i>[Signature]</i>	[REDACTED]	X		X		
4	800 Circle	Kennedy/Linsley	<i>[Signature]</i>	[REDACTED]	X				
5	4907 Elm	Burkhardt, Tucker	<i>[Signature]</i>	[REDACTED]	X		X		
6	4909 Elm	Burkhardt, Tucker	<i>[Signature]</i>	[REDACTED]	X		X		
7	4911 Elm	Burkhardt, Tucker	<i>[Signature]</i>	[REDACTED]	X		X		
8	4903 Elm	Simson, Kyle	<i>[Signature]</i>	[REDACTED]	X		X		
9	4919 Elm	Wong	<i>[Signature]</i>	[REDACTED]	X		X	X	
10	4915 Elm	SVAREN	<i>[Signature]</i>	[REDACTED]	X		X		

Who is/are the contact person(s) for this request?

NAME:

ADDRESS:

PHONE/EMAIL:

NAME:

ADDRESS:

PHONE/EMAIL:

PLEASE RECORD ALL UNOCCUPIED (VACANT) DWELLINGS IN THE PETITION AREA AND IF THERE ARE ANY SCHOOLS, PARKS, CHURCHES OR INSTITUTIONS ON THE STREET. THANK YOU.

(\*) Please note that HCAD records will be used for verification. If an individual is not listed in HCAD, the City Clerk may not be able to verify or may need additional documentation.



# REQUEST FOR TRAFFIC DEVICE PETITION

**\*\* For Residents On or Directly Adjacent to Elm St. Only \*\***

The undersigned hereby petition for speed humps on Elm Street between South Rice Avenue and the IH 610 Feeder Road.

I understand that the Neighborhood Improvement Program contains provisions for the Installation cost to be paid by the petitioner(s) and that the traffic device(s) will not be installed if funds are not received by the City for the project.\*

Please check the appropriate box that corresponds to your answers to the questions asked.

REQUIRED INFORMATION*						
#	ADDRESS	NAME (PRINT)	SIGNATURE	PHONE/EMAIL	Are you in favor of speed humps along Elm St.?	Are you willing to participate in cost sharing?
11	5001 Elm Street	MURRY BEAVER	<i>Murry Beaver</i>	[REDACTED]	✓	✓
12	5001 Elm Street	ANDREW LEE	<i>Andrew Lee</i>	[REDACTED]	✓	✓
13	801 HOLTON	JOHN W. WASE	<i>John W. Wase</i>	[REDACTED]	✓	✓
14	4815 Elm St.	Diane + Stephen Hacht	<i>Diane + Stephen Hacht</i>	[REDACTED]	✓	✓
15	4805 Elm	ED LANGLEY	<i>E. Langley</i>	[REDACTED]	✓	(✓)
16	41913 Elm	Jeanie Flores	<i>Jeanie Flores</i>	[REDACTED]	✓	✓
17	4923 Elm	Paul Sheehan	<i>Paul Sheehan</i>	[REDACTED]	✓	✓
18	5005 Elm	Peng Huang	<i>Peng Huang</i>	[REDACTED]	✓	✓
19	4601 Elm	James Dang	<i>James Dang</i>	[REDACTED]	✓	✓
20	5007 Elm	MARGARET STANTON	<i>Margaret Stanton</i>	[REDACTED]	✓	✓

Who is/are the contact person(s) for this request?

NAME:

ADDRESS:

PHONE/EMAIL:

NAME:

ADDRESS:

PHONE/EMAIL:

PLEASE RECORD ALL UNOCCUPIED (VACANT) DWELLINGS IN THE PETITION AREA AND IF THERE ARE ANY SCHOOLS, PARKS, CHURCHES OR INSTITUTIONS ON THE STREET. THANK YOU.

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**\*\* For Residents On or Directly Adjacent to Elm St. Only \*\***

The undersigned hereby petition for speed humps on Elm Street between South Rice Avenue and the IH 610 Feeder Road.

I understand that the Neighborhood Improvement Program contains provisions for the Installation cost to be paid by the petitioner(s) and that the traffic device(s) will not be installed if funds are not received by the City for the project.\*

Please check the appropriate box that corresponds to your answers to the questions asked.

REQUIRED INFORMATION*						
#	ADDRESS	NAME (PRINT)	SIGNATURE	PHONE/EMAIL	Are you in favor of speed humps along Elm St.?	Are you willing to participate in cost sharing?
21	801 N 2nd St	SETH TYLER	<i>[Signature]</i>	[Redacted]	X	X
22	800 N. 3rd St	Linda Kendrick	<i>[Signature]</i>	[Redacted]	X	
23	6300 First	C.A. BEASLEY	<i>[Signature]</i>	[Redacted]	X	X
24	800 Holton	L Dobrowski	<i>[Signature]</i>	[Redacted]	X	X
25	5003 Elm	Martin	<i>[Signature]</i>	[Redacted]	X	X
26	4809 Elm	Jennifer Siegel	<i>[Signature]</i>	[Redacted]	X	X
27	4921 Elm St.	Marion K. Thomas	<i>[Signature]</i>	[Redacted]	X	X
28	4813 Elm St	Alicia Brantley	<i>[Signature]</i>	[Redacted]	X	X
29	4811 Elm	GERALD BROWN	<i>[Signature]</i>	[Redacted]	X	X
30	4817 Elm St	Barbara Stamer	<i>[Signature]</i>	[Redacted]	X	X

Who is/are the contact person(s) for this request?

NAME: ADDRESS: PHONE/EMAIL:

NAME: ADDRESS: PHONE/EMAIL:

PLEASE RECORD ALL UNOCCUPIED (VACANT) DWELLINGS IN THE PETITION AREA AND IF THERE ARE ANY SCHOOLS, PARKS, CHURCHES OR INSTITUTIONS ON THE STREET. THANK YOU.

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# REQUEST FOR TRAFFIC DEVICE PETITION

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The undersigned hereby petition for speed humps on Elm Street between South Rice Avenue and the IH 610 Feeder Road.

I understand that the Neighborhood Improvement Program contains provisions for the Installation cost to be paid by the petitioner(s) and that the traffic device(s) will not be installed if funds are not received by the City for the project.\*

(2)

Please check the appropriate box that corresponds to your answers to the questions asked.

#	ADDRESS	NAME (PRINT)	SIGNATURE	PHONE/EMAIL	Are you in favor of speed humps along Elm St.?		Are you willing to participate in cost sharing?	
					Yes	No	Yes	No
31	14905 ELM ST	EDWARD WADZ	<i>[Signature]</i>	[REDACTED]	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
32	851 JAQUET DR.	THOMAS B. BURKE	<i>[Signature]</i>		<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>
33								
34								
35								
36								
37								
38								
39								
40								

Who is/are the contact person(s) for this request?

NAME: ADDRESS: PHONE/EMAIL:

NAME: ADDRESS: PHONE/EMAIL:

PLEASE RECORD ALL UNOCCUPIED (VACANT) DWELLINGS IN THE PETITION AREA AND IF THERE ARE ANY SCHOOLS, PARKS, CHURCHES OR INSTITUTIONS ON THE STREET. THANK YOU.

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I understand that the Neighborhood Improvement Program contains provisions for the Installation cost to be paid by the petitioner(s) and that the traffic device(s) will not be installed if funds are not received by the City for the project. \*

Please check the appropriate box that corresponds to your answers to the questions asked.

REQUIRED INFORMATION *						
#	ADDRESS	NAME (PRINT)	SIGNATURE	PHONE/EMAIL	Are you in favor of speed humps along Elm St.?	Are you willing to participate in cost sharing?
					Yes	No
1	801 Anderson St	Anthony Newman	<i>[Signature]</i>	[REDACTED]	X	X
2						
3						
4						
5						
6						
7						
8						
9						
10						

Who is/are the contact person(s) for this request?

NAME:	ADDRESS:	PHONE/EMAIL:
NAME:	ADDRESS:	PHONE/EMAIL:

PLEASE RECORD ALL UNOCCUPIED (VACANT) DWELLINGS IN THE PETITION AREA AND IF THERE ARE ANY SCHOOLS, PARKS, CHURCHES OR INSTITUTIONS ON THE STREET. THANK YOU.

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REQUEST FOR TRAFFIC DEVICE PETITION

**\*\* For Residents On or Directly Adjacent to Elm St. Only \*\***

The undersigned hereby petition for speed humps on Elm Street between South Rice Avenue and the IH 610 Feeder Road

I understand that the Neighborhood Improvement Program contains provisions for the installation cost to be paid by the petitioner(s) and that the traffic device(s) will not be installed if funds are not received by the City for the project. \*

Please check the appropriate box that corresponds to your answers to the questions asked.

REQUIRED INFORMATION *					
ADDRESS	NAME (PRINT)	SIGNATURE	PHONE/EMAIL	Are you in favor of speed humps along Elm St. ?	
				Yes	No
1 6209 S Rice	Nyce LLC			<input checked="" type="checkbox"/>	<input type="checkbox"/>
2	Mary McGraw	as Manager of LLC		<input type="checkbox"/>	<input type="checkbox"/>
3				<input type="checkbox"/>	<input type="checkbox"/>
4				<input type="checkbox"/>	<input type="checkbox"/>
5				<input type="checkbox"/>	<input type="checkbox"/>
6				<input type="checkbox"/>	<input type="checkbox"/>
7				<input type="checkbox"/>	<input type="checkbox"/>
8				<input type="checkbox"/>	<input type="checkbox"/>
9				<input type="checkbox"/>	<input type="checkbox"/>
10				<input type="checkbox"/>	<input type="checkbox"/>

Who is are the contact person(s) for this request?

NAME	ADDRESS	PHONE/EMAIL
NAME	ADDRESS	PHONE/EMAIL

PLEASE RECORD ALL UNOCCUPIED (VACANT) DWELLINGS IN THE PETITION ARE AND IF THERE ARE ANY SCHOOLS, PARKS, CHURCHES OR INSTITUTIONS ON THE STREET. THANK YOU.

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**\*\* For Residents On or Directly Adjacent to Elm St. Only \*\***

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I understand that the Neighborhood Improvement Program contains provisions for the installation cost to be paid by the petitioner(s) and that the traffic device(s) will not be installed if funds are not received by the City for the project. \*

Please check the appropriate box that corresponds to your answers to the questions asked.

REQUIRED INFORMATION*								
#	ADDRESS	NAME (PRINT)	SIGNATURE	PHONE/EMAIL	Are you in favor of speed humps along Elm St.?		Are you willing to participate in cost sharing?	
					Yes	No	Yes	No
1	6300 West Loop South	6300 WLS, LLC	<i>John Andell</i> John Andell, Authorized agent of 6300 WLS, LLC	[REDACTED]	X			X
2								
3								
4								
5								
6								
7								
8								
9								
10								

Who is/are the contact person(s) for this request?

NAME: ADDRESS: PHONE/EMAIL:

NAME: ADDRESS: PHONE/EMAIL:

PLEASE RECORD ALL UNOCCUPIED (VACANT) DWELLINGS IN THE PETITION AREA AND IF THERE ARE ANY SCHOOLS, PARKS, CHURCHES OR INSTITUTIONS ON THE STREET. THANK YOU.

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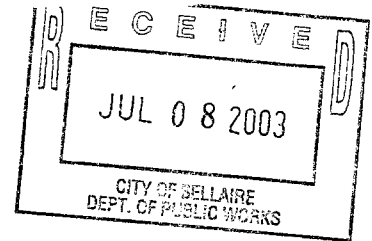
## **EXHIBIT B**

### **City of Bellaire, Texas Neighborhood Traffic Improvement Program**

Petitioner: Elm Street (from South Rice Avenue to the IH-610 Service Road)

Primary Contact: Resident Kyle Simson

Ordinance No.: 15-\_\_\_\_



*City of Bellaire, Texas*

## **Neighborhood Traffic Improvement Program**

*Instructions and  
Application Petition Form*

Adopted 4-15-96

## NEIGHBORHOOD TRAFFIC

## IMPROVEMENT PROGRAM

### DEFINITIONS

**APPLICANT** means one or more property owners within a neighborhood area who makes a request for the construction or installation of a project.

**DESIGNATED STREET** means that portion of a street, within the right-of-way of which a project is proposed to be constructed under this article. Designated streets includes entire length of the block unless separated by an intervening thoroughfare or an existing traffic device.

**DEVICE** means a traffic mitigation device, consisting of the physical structure or other improvement constructed, placed or located, whether on a temporary or a permanent basis, upon a designated street pursuant to this article.

**NEIGHBORHOOD AREA** shall be designated by the City Council at its own discretion.

**NEIGHBORHOOD TRAFFIC PROJECT OR PROJECT** means one or more devices may be placed upon a designated street in a neighborhood area.

**PROPERTY OWNER** means one representative owner of any single parcel of real property within a neighborhood area.

### PURPOSE

The purpose of this program is to establish the procedures governing the application for and review, approval, financing and construction of projects to minimize or eliminate traffic congestion, cut-through traffic or other traffic-related problems in a neighborhood area. In accordance with the provisions of this article, the City Manager shall prepare and make available to the public appropriate forms to request a project.

## REQUEST FOR PROJECT

- (a) A request for a project must be initiated by an applicant.
- (b) The City Manager shall, from time to time prepare and submit for approval by motion of the City Council a schedule of estimated reimbursable costs for the installation or construction of each traffic device. Payment of any applicable fees when due is a condition of the installation of an approved traffic device. The total fee amount will be determined by the approved bid accepted by the City for each traffic device.

## PRELIMINARY REVIEW PROCESS

- (a) Each request for a project shall be made or forwarded by the applicant to the City Clerk upon a petition form promulgated for that purpose and shall include, at a minimum, the following:
  - (1) A general description of the traffic problem or condition to be remedied.
  - (2) A petition from 80% of the property owners of the designated street. The petition shall contain the names, addresses and telephone numbers of the individuals comprising the applicant.
  - (3) Data concerning the proposed neighborhood area, including, but not limited to, such factors as the location and nature of businesses, schools, parks, churches or other non-residential traffic generators within or in close proximity to the neighborhood area.
  - (4) Commitment by the petitioners to pay the final fee for the installation or construction cost of each project. Fee to be determined by the final approved bid accepted by the City for the approved project.
  - (5) Any other information reasonably required by rule or regulation of the City Manager in order to make any determination specified under this program.
- (b) Each request shall be reviewed by the City Manager or his designee for completeness. If determined to be complete, the request shall be considered to have been filed when received in the City Clerk's Office and shall be acted upon as further provided in this article. If determined to be incomplete, the request shall be returned to the applicant with written notice of the deficiencies.

## NEIGHBORHOOD AREA

(a) Following the receipt of the petition from the designated street, the City Council shall at its own discretion designate the neighborhood area.

(b) Following the designation of the neighborhood area, a petition from the majority of the residents shall be forwarded by the applicant to the City Clerk upon the same form as required for the designated street.

## INITIAL PUBLIC HEARING

(a) Following the receipt of a completed petition, a time and date of the initial public hearing will be set by City Council.

(b) Following the setting of the date and time, a written notice shall be mailed to all property owners and residents within the neighborhood area setting forth the date, time and location of a public meeting to receive public input on a proposed project. The notice shall specify the location and general nature of the proposed project and shall solicit public comments on the project.

(c) Each notice shall be effective when deposited in the U.S. mail addressed to the property owner, resident or representative of a neighborhood association. Failure of any person to receive actual notice of the public hearing required by this section shall not affect the validity of any action taken by the City in connection with the project.

(d) At the initial public hearing:

- (1) Public comments shall be received on the proposed project; and
- (2) Written comments concerning the project shall not be considered in evaluating any project unless received in the offices of the City Clerk. All comments must be received by the City Clerk by 12:00 noon on the Thursday preceding the date of the initial public hearing.

## TRIAL PERIOD

(a) Following the initial public hearing, Council will consider in a regular Council meeting whether the proposed project is approved or disapproved in accordance with these procedures.



(b) Each approved project must be tested with a temporary traffic control device for a period of not less than 180 days.

(c) Any applicant whose project is declared disapproved shall not be permitted to file a new request for a similar project for a period of two years from the date of such disapproval.

## **SECOND PUBLIC HEARING**

Following the completion of the 180 day trial period, a second public hearing will be held. The same procedures described for the initial public hearing will be followed for the second public hearing.

## **FINAL ACTION BY CITY COUNCIL**

(a) A decision by City Council to approve or disapprove a request shall be final and shall not be subject to further appeal or rehearing. If the City Council denies the request, the applicant shall not be permitted to file a new request for the same or a similar project for a period of two years from such date of denial.

(b) If Council approves the request, such approval shall be by ordinance containing findings of fact.

## **CONSTRUCTION**

The City Manager shall be responsible for the construction, or shall direct and oversee the construction by a private contractor or contractors, of approved projects.

## **REMOVAL**

(a) Nothing contained in this article shall be construed to prohibit the City from removing any device or portion thereof at any time.

(b) The City Clerk shall maintain an accurate record of each approved project, which shall be reviewed by the City Council every five years to determine its continued viability.

## **LIMITATION ON ACTION OF CITY**

The approval, installation and maintenance of a project and associated devices, as provided for by this article, shall never be construed to cause an abandonment or relinquishment of any street or public property or to authorize the installation of a device upon any right-of-way not under the control of the City.

[illegible]

**Attachment: Neighborhood Traffic Improvement Program (1453 : Public Hearing in Connection with Request for Traffic-Calming Devices on**



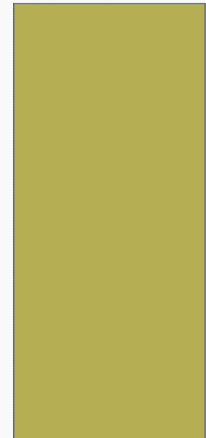
# **Elm Street Presentation**

## **Request for Speed Humps on Elm Street (from South Rice Avenue to IH-610 Service Road)**

Presentation prepared by and to be presented by Elm Street Petitioners.

# ELM STREET SPEED/TRAFFIC CITY COUNCIL PETITION REQUEST

MONDAY, JANUARY 26, 2015  
7008 S RICE AVENUE, BELLAIRE, TX 77401



# PRESENTERS

- Kyle Simson, Elm Street Resident (Applicant)
- Seth Tyler, Elm Street Resident (Applicant)

# BACKGROUND

- Elm Street is a very unique street in Bellaire, as it is the only residential street with Chimney Rock to 610 access that does not have stop signs.
  - The stoplight at South Rice and Elm does not lower speeds between South Rice and 610.



# WHY ARE ELM STREET RESIDENTS CONCERNED

- **SAFETY ISSUE** – Multiple near misses involving children and vehicles speeding on Elm Street.
- **SAFETY ISSUE** – Accidents @ 1<sup>st</sup> and Elm Street.
- **SAFETY ISSUE** – Elm Street used as a cut-through. Speeding drivers frequently pass drivers going the speed limit.
  - Verbal altercations have occurred on a number of instances.
  - Near misses have occurred when residents turning into driveways.
- **SAFETY ISSUE** – Pets have been killed & seriously injured.
- **SAFETY ISSUE** – Parked cars have been struck & damaged by speeding vehicles (hit and run).

## Other Examples Events:

- One high speed chase involving police and a driver fleeing the scene of an accident on 610 (also ran the stoplight at South Rice).
- Exotic sports cars traveling at high rates of speed.
- Racing motorcycle doing high speed warm-ups on Elm Street

# OVERVIEW OF PUBLIC MEETING HELD IN EARLY DECEMBER

- The focus of the meeting was to discuss speed humps along Elm St.
  - Attended by ~20 residents.
  - Strong support for speed humps.
- Reviewed actions/decisions made prior to that meeting.
- Overviewed Neighborhood Traffic Improvement Program previously adopted by Council
- Presented proposed next steps
- Reviewed related items
  - Area map
  - Potential speed hump/data collection locations & designs
- Questions & Answers

# ACTIONS TAKEN BY CITY IN LAST 18 MONTHS

- Initial resident concerns were heard by the City at various times (Over numerous years).
- Most recent discussions began in June 2013
- A Traffic Study was conducted in August 2013
  - Based on results, stop signs were not warranted
- Speed limit signage was installed and bushes removed to help with visibility in January 2014
  - 1<sup>st</sup> Street & Elm Street (numerous prior accidents)
- Initial costs for speed humps and radar signs were gathered in February 2014
- Street Striping was installed in July 2014
  - Intent was to calm traffic via lane striping

# LIMITATIONS OF STOP SIGNS

- Based on the August 2013 Traffic Study, according to the City, the installation of stop signs is not warranted.
  - Non-warranted stop signs can pose a risk for motorists and pedestrians
  - The City could face potential legal liabilities by installing such signs
- Some residents favor stop signs over speed humps; however, most residents have accepted City's position that stop signs are not an option for Elm Street; hence the high level of support for speed humps.



# ELM STREET RESIDENTS REQUEST THAT THE CITY OF BELLAIRE::

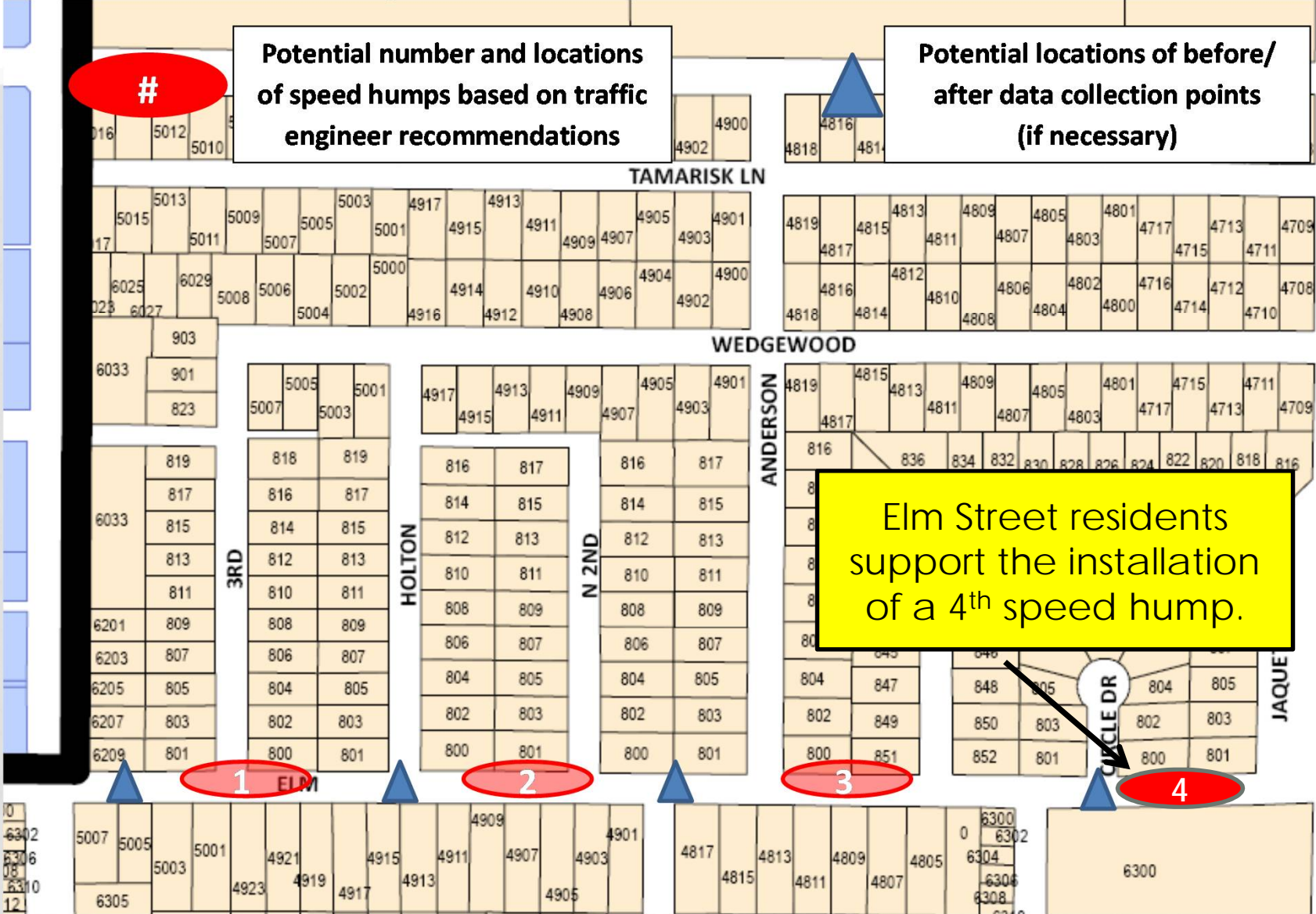
- Fast track the installation of speed humps to resolve the stated **Safety Issues**.
  - It goes without saying that no one in this Chamber is okay with any injury or worse.
- Share the cost of installing speed humps with residents
  - The Safety Issues on Elm Street are the result of numerous infrastructure changes (over many years) made by both the City of Houston and the City of Bellaire.
    - This is a wider Bellaire public safety issue, not just a local nuisance
  - If action is not taken now, the problem will get worse soon given the development underway on South Rice, near Sam's Club.

Initial  
Contact  
Area

**"80%" Petition Area –  
Petition was completed  
with greater than 80% of  
residents supporting speed  
humps.**



# INITIAL RECOMMENDATIONS ON POSSIBLE SPEED HUMP/DATA COLLECTION LOCATIONS



# ESTIMATED COSTS OF SPEED HUMPS

- Temporary speed humps for trial period(s)
  - \$3,000 – 4,000 estimate per location
  - Speed humps are reusable on other projects.
  - Assumes City crews would install and remove
  - The speed bumps proposed as “temporary” could serve as the permanent solution. Surrounding communities have used this approach (See next slide).
    - West University/Southampton
    - Afton Oaks
    - Briargrove
- Permanent Asphalt Speed Hump Installation
  - \$4,000 - \$6,000 estimate per location
  - Includes signage and installation
- Permanent Project Engineering Costs
  - \$3,000 - \$5,000 total project estimate



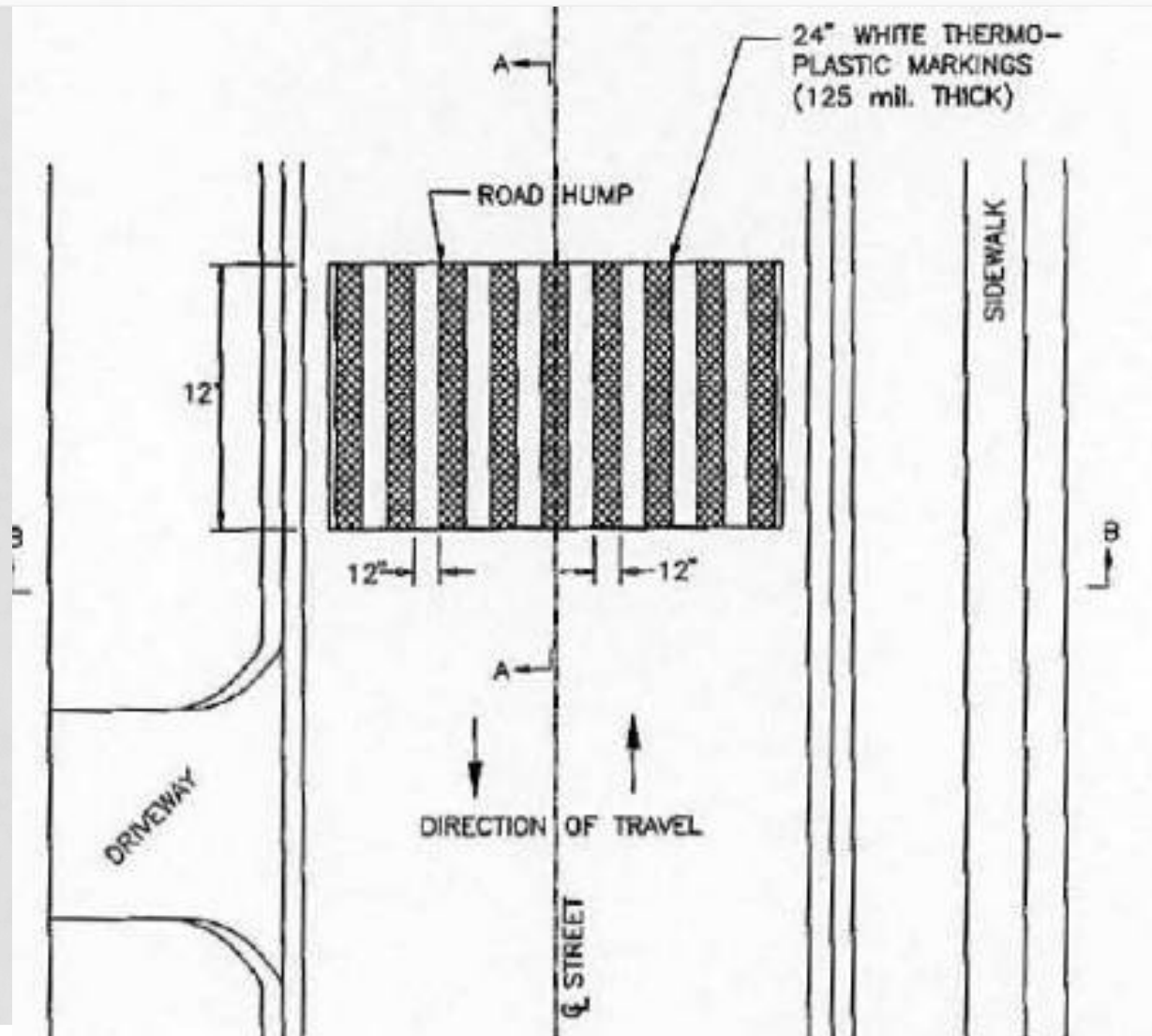
# SPEED HUMP DESIGNS

- Proposed Temporary Speed Humps



# SPEED HUMP DESIGNS

- Potential Detail for Asphalt Speed Humps



**Mayor and Council**

7008 S. Rice Avenue  
Bellaire, TX 77401



Meeting: 01/26/15 07:00 PM  
Department: Development Services  
Category: Planned Development  
Department Head: John McDonald  
DOC ID: 1444

**SCHEDULED  
ORDINANCE (ID # 1444)**

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**Item Title:**

Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, granting a planned development permit, PD-24-CMU, to Sandcastle Homes, Inc., for the construction of twelve (12) single-family two-story residences to be known as "Bellaire Gardens" in the CMU Zoning District on a 0.9545 acre site on the north side of Bissonnet Street between Newcastle Street and Howard Lane and currently addressed as 0 Newcastle Street and 0 Howard Lane in the City of Bellaire, Texas.

**Background/Summary:**

On January 5, 2015, City Council held a public hearing on a request from Sandcastle Homes, Inc., to create a new residential planned development to be known as "Bellaire Gardens" and to be located on a 0.95 acre site just north of Bissonnet, between Howard and Newcastle. This development is within the CMU zoning district and would be composed of twelve single-family detached homes with six facing Howard and six towards Newcastle. The public hearing was held based on a recommendation of approval from the Planning and Zoning Commission.

During the public hearing portion of the public hearing six residents spoke with comments generally against the request. No written comments have been received on this application. Comments focused on issues with parking and drainage.

With the narrowness of the lots and the closeness of the driveways, on-street parking on the side with the new development (east side of Newcastle and west side of Howard) would not be feasible. This would reduce the possibility of interference with any emergency vehicles that are driving past these homes. Additionally, each house would have a two-car garage and a driveway capable of holding two cars off the street. While excess visitors to a particular house may cause increased on-street parking, this is no different than any house on any street having multiple visitors at one time.

Regarding drainage concerns, the overall developments proposed impervious coverage is 58.5% which is lower than the 60% lot coverage permitted under R-4 zoning which includes the neighborhood directly adjacent to the north of this property. Each lot will drain to the street in front of the house as is required for all residential construction.

**Previous Council Action Summary:**

None

**Fiscal Impact:**

N/A

**Recommendation:**

The Development Services Director concurs with the recommendation by the Planning and Zoning Commission for approval of the recommendation

**ATTACHMENTS:**

- Planned Development Permit PD-24 CMU - Bellaire Gardens - 2015 (DOC)
- Cover Sheet - Exhibit A - Report and Recommendation from PZC in re PD-24-CMU (DOC)
- Report and Recommendation from the PZC in re PD-24-CMU (PDF)





# **ORDINANCE NO. 15-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS ("CITY COUNCIL"), GRANTING A PLANNED DEVELOPMENT PERMIT PD-24-CMU TO SANDCASTLE HOMES, INC., FOR THE CONSTRUCTION OF A PLANNED DEVELOPMENT CONSISTING OF TWELVE (12) SINGLE-FAMILY TWO-STORY RESIDENCES TO BE KNOWN AS "BELLAIRE GARDENS" IN THE CMU CORRIDOR MIXED-USE DISTRICT ON A 0.9545 ACRE SITE LOCATED ON THE NORTH SIDE OF BISSONNET STREET BETWEEN NEWCASTLE STREET AND HOWARD LANE AND CURRENTLY ADDRESSED AS 0 NEWCASTLE STREET AND 0 HOWARD LANE IN THE CITY OF BELLAIRE, TEXAS.**

**WHEREAS, Sandcastle Homes, Inc.,** has filed an application and request for a planned development permit for the construction of a residential development consisting of twelve (12) single-family two-story residences to be known as "Bellaire Gardens" in the CMU Corridor Mixed-Use District on a 0.9545 acre site located on the north side of Bissonnet Street between Newcastle Street and Howard Lane and currently addressed as 0 Newcastle Street and 0 Howard Lane in the City of Bellaire, Texas; and

**WHEREAS,** the Planning and Zoning Commission of the City of Bellaire, Texas ("Planning and Zoning Commission"), did, on October 14, 2014, hold a public hearing before the Planning and Zoning Commission on said application and request for a planned development permit, at the time and place noticed for such public hearing and all persons desiring to be heard were heard on or in connection with any part or provision of the application and request for a planned development permit; and

**WHEREAS,** the Planning and Zoning Commission, by memorandum dated November 19, 2014, from Winfred Frazier, Chair, Planning and Zoning Commission, recommended the approval of the application and request for a planned development permit to construct a planned development consisting of twelve (12) single-family two-story residences to be known as "Bellaire Gardens" in the CMU Corridor Mixed-Use District on a 0.9545 acre site located on the north side of Bissonnet Street between Newcastle Street and Howard Lane and

currently addressed as 0 Newcastle Street and 0 Howard Lane in the City of Bellaire, Texas, said memorandum of which was accepted by the City Council on January 5, 2015, and a copy of which is attached hereto and marked Exhibit "A"; and

**WHEREAS**, the City Council did, on January 5, 2015, hold a public hearing before the City Council on said application and request for a planned development permit, at the time and place noticed for such public hearing and all persons desiring to be heard were heard on or in connection with any part or provision of the application and request for a planned development permit; and

**WHEREAS**, the City Council has determined it to be in the best interest of the City of Bellaire, Texas, to grant said application and request for a planned development permit;  
**NOW, THEREFORE,**

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

**Section 1.**        **THAT** the recitals set forth above are found to be true and correct.

**Section 2.**        **THAT** the application and request submitted by **Sandcastle Homes, Inc.**, for a planned development permit for the construction of a residential development will consist of twelve (12) single-family two-story residences to be known as "Bellaire Gardens" in the CMU Corridor Mixed-Use District located on the north side of Bissonnet Street between Newcastle Street and Howard Lane and currently addressed as 0 Newcastle Street and 0 Howard Lane, in the City of Bellaire, Texas, and that said construction will occur on a certain 0.9545 acre site consisting of six (6) tracts and legally described as Lots 102 through 107 in Mulberry Manor, as recorded in Volume 23, Page 64, Harris County Map Records (H.C.M.R.), in the James Blessing Survey A-162, Bellaire, Harris County, Texas.

**Section 3.**        **THAT** the application and request submitted by **Sandcastle Homes, Inc.**, to construct a residential planned development to be known as "Bellaire Gardens" consisting of twelve (12) single-family residences on a 0.9545 acre site consisting of six (6) tracts and legally described as Lots 102 through 107 in Mulberry Manor, as recorded in Volume 23, Page 64, H.C.M.R., in the James Blessing Survey A-163, Bellaire, Harris County, Texas, **is hereby**

**approved** and that all of the provisions of the *Code of Ordinances of the City of Bellaire, Texas*, not specifically in conflict herewith shall be applicable to said residential planned development.

**Section 4. THAT** the number of the Planned Development Permit assigned to **Sandcastle Homes, Inc.**, shall be: **PD-24-CMU**.

**Section 5. THAT** this Ordinance shall be effective immediately upon its passage and adoption.

**PASSED, APPROVED, and ADOPTED** this 26<sup>th</sup> day of January, 2015.

(SEAL)

**ATTEST:**

**SIGNED:**

\_\_\_\_\_  
Tracy L. Dutton, TRMC  
City Clerk

\_\_\_\_\_  
Dr. Philip L. Nauert  
Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alan P. Petrov  
City Attorney



# **EXHIBIT A**

## **Report and Recommendation from the Bellaire Planning and Zoning Commission**

PD-24-CMU

Ordinance No.: 15-\_\_\_\_ dated January 26, 2015



## CITY OF BELLAIRE

### Planning and Zoning Commission

November 19, 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 a request to construct the "Bellaire Gardens" Planned Development

On Tuesday, October 14, 2014 the Planning & Zoning Commission held a public hearing for the purpose of reviewing an application on a request to construct a Residential Planned Development on a .95 acre site, consisting of 12 single-family residences, to be located north of Bissonnet, between Howard and Newcastle. This property is located within the CMU Zoning District.

Any and all persons desiring to be heard in connection with the Planned Development Application were invited to speak before the Commission. Eight (8) residents voiced their concerns at the public hearing. These concerns included:

- Already existent drainage issues getting worse
- The creation of overflow parking due to an increased number of residents
- A decrease in the property values of current residents
- A high turnover of tenants

#### RECOMMENDATION

At their subsequent meeting held on November 18, 2014, 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 (4-1) to recommend approval of the "Bellaire Gardens" Planned Development.

#### VOTE OF THE COMMISSION

Members Present and voting FOR this recommendation to City Council:

- Winfred Frazier, Paul Simmons, Lynne Skinner, Dirk Stiggins

Members present and voting AGAINST this recommendation to City Council:

- Christopher Butler

Members Absent:

- Bill Thorogood, Marc Steinberg



**Mayor and Council**

7008 S. Rice Avenue  
Bellaire, TX 77401



Meeting: 01/26/15 07:00 PM  
Department: Public Works  
Category: Contract  
Department Head: Brant Gary  
DOC ID: 1130

**SCHEDULED  
ACTION ITEM (ID # 1130)**

**Item Title:**

Consideration of and possible action on a recommendation from the Director of Public Works and the Project Engineer, HDR Engineering, Inc., to award a contract to Total Contracting Limited for the performance of work and provision of materials necessary to complete Phase 5A of the Rebuild Bellaire Program (consisting of new storm sewer systems, new streets, new driveway approaches and new sidewalks) in an amount not to exceed \$10,250,150.00 and consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the City Manager and City Clerk to execute and attest, respectively, for and on behalf of the City of Bellaire, Texas, a Standard Form of Agreement with Total Contracting Limited for said project in an amount not to exceed \$10,250,150.00.

**Background/Summary:**

Two (2) bids were opened on December 18, 2014. Bids ranged from \$10,250,150.00 to \$10,274,030.00.

Total Contracting Limited submitted the lowest responsible bid.

This project involves the removal of the existing street and installation of a new storm sewer systems, new streets, new driveway approaches and new sidewalks.

The project duration is 426 days (14 months) and upon approval of the contract by Council, construction would be scheduled to begin mid-March 2015.

The following streets are in the project:

- 4600 Block of Beech
- 4700 - 4900 Blocks of Bellview
- 500 Block of College
- 5100 Block of Evergreen
- 500 - 700 Blocks of Fifth Street - (Huisache to Pocahontas)
- 4500 Block of Merrie Lane
- 5100 - 5400 Blocks of Pocahontas
- 4900 Block of Wellford
- 500 Block of Wilmington
- 500 Block of Winslow

A community meeting was held on Thursday, December 11, 2014 at 6:00 pm at the Civic Center to discuss the project scope, its potential impacts and what is intended to be accomplished.

**Source of Funding:**

Series 2014 Rebuild Bellaire Bonds:	\$1,449,000
Series 2015 Rebuild Bellaire Bonds:	\$7,960,000
Pay As You Go Infrastructure Funds:	\$841,150

**Recommendation:**

The Director of Public Works and the Project Engineer recommend that this bid be awarded to the lowest qualified bidder, Total Contracting Limited, in an amount not to exceed \$10,250,150.00. HDR Engineering, Inc. has thoroughly researched the qualifications and reputation of said firm and has found them to be fully qualified and capable of completing the project within the bid cost.

**ATTACHMENTS:**

- Rebuild Bellaire Phase 5A Letter of Recommendation (PDF)
- Standard Form of Agreement with Total Contracting Ltd - Rebuild Bellaire Phase 5-A Reconstruction - 2015 (DOC)

**LETTER OF RECOMMENDATION**  
**FOR**  
**REBUILD BELLAIRE PHASE FIVE-A**  
**RECONSTRUCTION**



**CITY OF BELLAIRE**

**JANUARY 2015**

**HDR Project No. 13-041**



TBPE Registration No. F-754  
4635 Southwest Freeway, Suite 1000  
Houston, TX 77027  
713-622-9264



January 16, 2015

Mr. Brant Gary  
Director of Public Works  
City of Bellaire  
7008 S. Rice Ave.  
Bellaire, Texas 77401

RE: Rebuild Bellaire Phase Five-A Reconstruction  
City of Bellaire, Texas  
HDR Job No. 13-041

Dear Mr. Gary:

On December 18, 2014, the two firms listed below submitted bids on the above referenced project. Each bid was checked for mathematical errors and/or bid irregularities. There were two mathematical errors found and corrected in the bid tab. These mathematical errors did not affect the outcome of the low bidder. No mathematical errors were found in the low bidder's calculations. The project included two (2) add alternate bids. As discussed with City staff, the total base bid was utilized as a basis for award of the contract. HDR Engineering, Inc. (HDR) conducted research on the qualifications of the lowest responsive total base bid bidder, Total Contracting Limited. The following is a summary of our bid evaluation:

1. Bid Tabulation Sheet – Two construction firms submitted qualified bids. The bid totals for the project are as follows:

<u>CONTRACTOR</u>	<u>TOTAL BASE BID</u>	<u>ADD ALTERNATE NO. 1</u>	<u>ADD ALTERNATE NO. 2</u>
Total Contracting Limited	\$10,250,150.00	\$911,455.00	\$1,197,351.00
Reytec Construction Resources, Inc.	\$10,274,030.00	\$890,253.00	\$1,068,722.00

2. Telephone Conversations with References – Various references were contacted by telephone and asked to respond to a series of questions. Generally, they were very satisfied with the work Total Contracting Limited had performed and would use them again in the future.
3. Qualifications – Total Contracting Limited (TCL) provided a Qualification Information Package including a brief history of the company, references, completed and working projects and equipment owned. TCL satisfactorily completed Rebuild Bellaire Phase Three and Rebuild Bellaire Phase Four is nearly complete.

hdrinc.com

4635 Southwest Freeway, Suite 1000  
Houston, TX 77027  
T 713-622-9264 F 713-622-9265  
Texas Registered Engineering Firm F-754

Attachment: Rebuild Bellaire Phase 5A Letter of Recommendation (1130 : Rebuild Bellaire Phase 5A Bid Award - Construction)

4. Financial Statement – Total Contracting Limited provided a balanced Financial Statement with the bid.
5. Bid Bond – Total Contracting Limited provided a bid bond through an “A” (Excellent) rated bonding company as of September 24, 2014. The rating was provided by AM Best Rating Co.

As requested, we considered if rebidding the project would benefit the City in light of the recent drop in fuel prices. Construction prices have been on a steady incline over the last year. Contractors told us the increased cost of materials including concrete, steel, pipe and fittings have been driving up their prices. The large amount of highway, municipal and new development construction has also driven costs up. The two Contractors that bid on Rebuild Bellaire Phase 5A could pick up additional work waiting for the project to re-bid. These other factors could off-set any savings the City might realize due to reduced fuel prices and re-bid prices could be higher than the original bids. We do not recommend re-bidding the project expecting to receive lower bid prices.

Total Contracting Limited appears to be a responsible firm that is capable of performing the specified work in a satisfactory manner. Also, Total Contracting Limited has performed work satisfactorily in recent years for the City of Bellaire. For these reasons, we recommend that the City of Bellaire award the Rebuild Bellaire Phase Five-A Reconstruction Project, Base Bid to Total Contracting Limited for the Total Base Bid amount of \$10,250,150.00.

If you have any questions, please contact us.

Sincerely,

HDR Engineering, Inc.



Edwin R. Rydell, P.E.  
Senior Project Manager



Terry Maher, CFM  
Project Manager





# Rebuild Bellaire

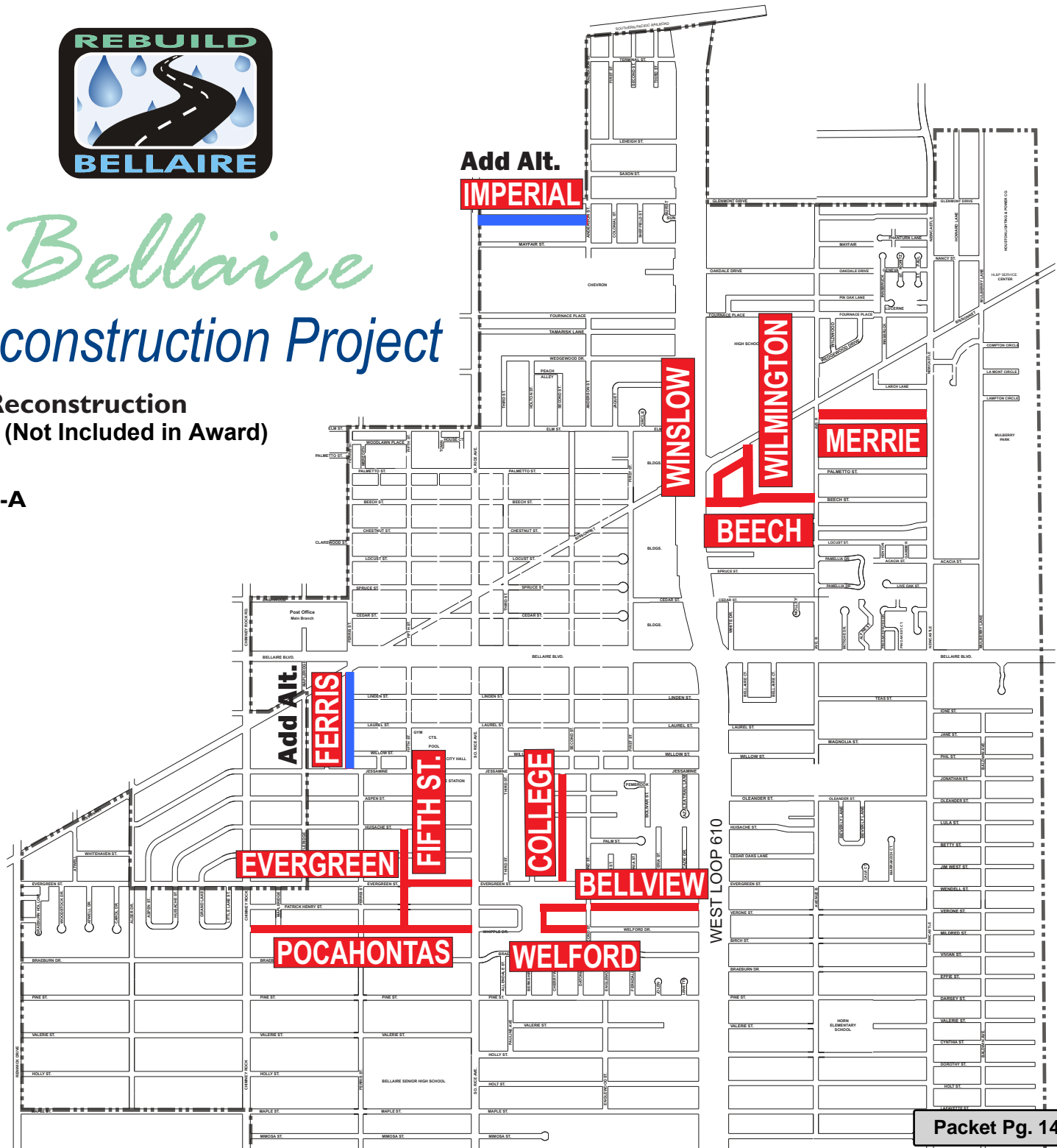
## Phase Five-A Reconstruction Project

**Proposed Street Reconstruction**  
**Add Alternate Streets (Not Included in Award)**

### REBUILD BELLAIRE PHASE FIVE-A

4500 Merrie  
4700-4900 Bellview  
4900 Wellford  
500 Winslow  
500 Wilmington  
4600 Beech  
5100 Evergreen  
500 – 700 Fifth St.  
5100 – 5400 Pocahontas  
500 College

**Add Alternates**  
6900 & 7000 Ferris  
4900 & 5000 Imperial



BID TABULATION

Project Name: Rebuild Bellaire Phase 5A Reconstruction  
Job No: 13-041  
Consultant: HDR Engineering, Inc.

Bid Opening Date: 12/18/14

						Total Contracting Limited		Reytec Construction Resources, Inc.	
						Bid Total =	\$10,250,150.00	Bid Total =	\$10,274,030.00
BID ITEM NO		DESCRIPTION	UNIT	QUANTIY	AVG	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
SECTION 1 - PAVING ITEMS									
1	2521	7" Reinforced Concrete Pavement, complete in place, the sum of	SY	38,000.00	66.00	\$55.00	\$2,090,000.00	\$77.00	\$2,926,000.00
2	2241	12" Lime Stabilized Subgrade, including excavation or fill to grade, mixing, compaction and curing, complete in place, the sum of	SY	43,400.00	8.00	\$7.00	\$303,800.00	\$9.00	\$390,600.00
3	2241	Lime Slurry, hydrated lime or quicklime (8% by weight), complete in place, the sum of	TON	1,750.00	165.00	\$175.00	\$306,250.00	\$155.00	\$271,250.00
4	2532	6" concrete curb, complete in place, the sum of	LF	18,400.00	4.60	\$5.00	\$92,000.00	\$4.20	\$77,280.00
5	2510	Pavement Transition, including 7" reinforced concrete pavement, 12" lime stabilized subgrade, 6" curb , asphalt overlay as required, tack coat, dowels to tie into existing pavement, complete in place, the sum of	SY	850.00	92.50	\$65.00	\$55,250.00	\$120.00	\$102,000.00
6		13" Fast Track Concrete Pavement w/3" HMAC overlay installed in 1-1/2" lifts at TXDOT R.O.W. per TxDOT's requirements, including 6" curb, dowels to tie into existing pavement, complete in place, the sum of	SY	350.00	150.00	\$150.00	\$52,500.00	\$150.00	\$52,500.00
7	2076	Removal of existing pavement, including all base, asphalt surface, concrete paving, curb and gutters and paving headers, complete in place, the sum of	SY	37,500.00	4.50	\$4.00	\$150,000.00	\$5.00	\$187,500.00
8	2531	Remove and replace concrete driveway, including sawcutting, curb transition, reinforcement, joints and 6" stabilized subgrade, complete in place, the sum of	SY	7,200.00	76.50	\$70.00	\$504,000.00	\$83.00	\$597,600.00
9	02530 & 02531	Additional allowance to match existing decorative driveway and/or sidewalk material, color, texture, pattern, complete in place, the sum of	SY	1,200.00	52.00	\$50.00	\$60,000.00	\$54.00	\$64,800.00
10	2530	Remove and replace existing concrete sidewalk, including sawcutting, reinforcement, joints and 6" subgrade, complete in place, the sum of	SF	33,000.00	7.75	\$8.00	\$264,000.00	\$7.50	\$247,500.00
11	2530	New concrete sidewalk, including reinforcement, joints and 6" subgrade, complete in place, the sum of	SF	26,150.00	6.50	\$7.00	\$183,050.00	\$6.00	\$156,900.00
12	2530	Curb ramp, including warning pavers, sawcutting, removal of existing pavement, reinforcing, joints and subgrade, complete in place, the sum of	EA	50.00	1,350.00	\$1,500.00	\$75,000.00	\$1,200.00	\$60,000.00
13	2532	Concrete pavement header, complete in place, the sum of	LF	840.00	28.00	\$50.00	\$42,000.00	\$6.00	\$5,040.00
14	2590	Removal of existing signs and replacement with new posts and new signs, complete in place, the sum of	EA	50.00	600.00	\$750.00	\$37,500.00	\$450.00	\$22,500.00
15	2582	12" white thermoplastic striping, including surface preparation, complete in place, the sum of	LF	300.00	10.50	\$15.00	\$4,500.00	\$6.00	\$1,800.00
16	2582	24" white thermoplastic striping, including surface preparation, complete in place, the sum of	LF	150.00	15.50	\$20.00	\$3,000.00	\$11.00	\$1,650.00
17	2100	Final ROW grading, including sod and select fill, adjusting meters, meter boxes, valve boxes, inlets or any other item in the ROW, complete in place, the sum of	STA	125.00	2,450.00	\$2,500.00	\$312,500.00	\$2,400.00	\$300,000.00
18	1570	Traffic control, including signs, flaggers, barrels, temporary striping, removal of existing striping, traffic control devices and any other items required by TxMUTCD, and maintenance of all items, complete in place, the sum of	LS	1.00	320,000.00	\$400,000.00	\$400,000.00	\$240,000.00	\$240,000.00
19	2238	Temporary HMAc for road widening consisting of 2" HMAc, 6" Asphalt stabilized base, aggregate for shoulder, temporary embankment, removal of existing curbs, and all additional work to place, maintain and remove the material, used only if directed by City and Engineer, complete in place, the sum of	SY	200.00	77.50	\$90.00	\$18,000.00	\$65.00	\$13,000.00
20	Detail	Remove and Replace Concrete Pavement for storm sewer construction in areas where the roadway is not being replaced including Chimney Rock, 2nd Street, South Rice, and Newcastle; full depth sawcut, doweling to existing pavement, 10" reinforced concrete pavement with subgrade, complete in place, the sum of	SY	100.00	150.00	\$100.00	\$10,000.00	\$200.00	\$20,000.00
21	1570	Extra uniformed police officer at special event as requested and approved by the City, complete in place, the sum of	HR	160.00	62.50	\$75.00	\$12,000.00	\$50.00	\$8,000.00

Represents Error Corrected by Engineer

BID TABULATION

Project Name: Rebuild Bellaire Phase 5A Reconstruction  
Job No: 13-041  
Consultant: HDR Engineering, Inc.

Bid Opening Date: 12/18/14

						Total Contracting Limited		Reytec Construction Resources, Inc.	
						Bid Total =	\$10,250,150.00	Bid Total =	\$10,274,030.00
BID ITEM NO		DESCRIPTION	UNIT	QUANTIY	AVG	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
22	1535	Zero cutback at designated locations per Urban Forester, including extra steel, forming and vapor barrier if required, complete in place, the sum of	LF	200.00	20.00	\$25.00	\$5,000.00	\$15.00	\$3,000.00
23	1535	Root pruning and placement of a vapor barrier at locations designated by Urban Forester, complete in place, the sum of	LF	1,600.00	14.00	\$15.00	\$24,000.00	\$13.00	\$20,800.00
24	1535	Removal of existing tree, less than or equal to 12" diameter, as shown in the tree protection schedule, and as approved by the City and Urban Forester, complete in place, the sum of	EA	20.00	450.00	\$500.00	\$10,000.00	\$400.00	\$8,000.00
25	1535	Removal of existing tree, greater than 12" diameter and less than or equal to 24" diameter, as shown in the tree protection schedule, and as approved by the City	EA	25.00	650.00	\$500.00	\$12,500.00	\$800.00	\$20,000.00
26	1535	Removal of existing tree, greater than 24" diameter, as shown in the tree protection schedule, and as approved by the City and Urban Forester, complete in place, the sum of	EA	2.00	1,250.00	\$1,000.00	\$2,000.00	\$1,500.00	\$3,000.00
27	1535	Tree protection fencing, complete in place, the sum of	LF	5,900.00	4.75	\$5.00	\$29,500.00	\$4.50	\$26,550.00
28	1535	Polyethylene barrier (8 mil thickness) placed under sidewalk or driveway for protection of tree roots, complete in place, the sum of	SY	1,000.00	9.50	\$15.00	\$15,000.00	\$4.00	\$4,000.00
29	1535	Tree and Plant Protection and Maintenance, including preparation of plan, provision of materials, trimming, seeding, fertilizing, watering, and all related items, complete in place, the sum of	LS	1.00	107,500.00	\$175,000.00	\$175,000.00	\$40,000.00	\$40,000.00
30	Detail	Inlet protection barrier, filter fabric fence, including repair, replacement and removal of sediment, complete in place, the sum of	LF	1,000.00	3.50	\$5.00	\$5,000.00	\$2.00	\$2,000.00
31	Detail	Inlet protection barrier for Stage II inlets and existing inlets, gravel bags, including repair, replacement and removal of sediment, complete in place, the sum of	EA	200.00	35.50	\$5.00	\$1,000.00	\$66.00	\$13,200.00
32	1575	Inlet protection barrier for Stage II inlets and existing inlets, erosion control logs, including repair, replacement and removal of sediment, complete in place, the sum of	EA	200.00	46.50	\$5.00	\$1,000.00	\$88.00	\$17,600.00
33	2051	Abandon existing sanitary or storm sewer manhole, complete in place, the sum of	EA	2.00	1,300.00	\$1,500.00	\$3,000.00	\$1,100.00	\$2,200.00
34	2607	Adjust existing sanitary or storm sewer manhole to grade, using new manhole rings and covers, and if required, new manhole top/cone sections, including removal of precast or cast in place cone and wall, complete in place, the sum of	EA	37.00	1,125.00	\$750.00	\$27,750.00	\$1,500.00	\$55,500.00
35	2607	Adjust existing storm sewer inlets to grade located on street pavement on College, complete in place, the sum of	EA	2.00	1,500.00	\$1,000.00	\$2,000.00	\$2,000.00	\$4,000.00
SUBTOTAL SECTION 1 - PAVING ITEMS (Bid Items 1 - 35):							\$5,288,100.00		\$5,965,770.00
SECTION 2 - DRAINAGE									
36	2076	Removal of existing pipe culverts and sewers, 24" or smaller, including removal of inlets, manholes and plugs, and backfilling of trench per detail, complete in place, the sum of	LF	3,200.00	18.50	\$10.00	\$32,000.00	\$27.00	\$86,400.00
37	2076	Removal of existing pipe culverts and sewers, larger than 24", including removal of inlets, manholes and plugs, and backfilling of trench per detail, complete in place, the sum of	LF	50.00	29.00	\$10.00	\$500.00	\$48.00	\$2,400.00
38	2620	Remove and replace yard drain with 4" PVC Sch 40 pipe to tie into inlet or through curb, all depths, including all connections, bends, joints, cleanouts and fittings, complete in place, the sum of	LF	3,000.00	10.00	\$10.00	\$30,000.00	\$10.00	\$30,000.00
39	2620	Remove and replace yard drain with 6" PVC Sch 40 pipe to tie into inlet or storm sewer, all depths, including all connections, bends, joints, cleanouts and fittings, complete in place, the sum of	LF	1,200.00	11.50	\$10.00	\$12,000.00	\$13.00	\$15,600.00
40	2620	Remove and replace yard drain with 8" PVC Sch 40 pipe to tie into inlet or storm sewer, all depths, including all connections, bends, joints, cleanouts and fittings, complete in place, the sum of	LF	250.00	15.00	\$10.00	\$2,500.00	\$20.00	\$5,000.00

Represents Error Corrected by Engineer

BID TABULATION

Project Name: Rebuild Bellaire Phase 5A Reconstruction  
Job No: 13-041  
Consultant: HDR Engineering, Inc.

Bid Opening Date: 12/18/14

						Total Contracting Limited		Reytec Construction Resources, Inc.	
						Bid Total =	\$10,250,150.00	Bid Total =	\$10,274,030.00
BID ITEM NO		DESCRIPTION	UNIT	QUANTIY	AVG	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
41	2720	4' Wide X 2' High RCB storm sewer, greater than 8' depth and less than or equal to 12' depth, including ramnek and geotextile joint wrap, complete in place, the sum of	LF	8.00	650.00	\$1,000.00	\$8,000.00	\$300.00	\$2,400.00
42	2720	15" x 26" RCAP storm sewer, less than or equal to 8' depth, including 24" wide geotextile joint wrap, complete in place, the sum of	LF	34.00	209.00	\$250.00	\$8,500.00	\$168.00	\$5,712.00
43	2720	18" x 28" RCAP storm sewer, less than or equal to 8' depth, including 24" wide geotextile joint wrap, complete in place, the sum of	LF	43.00	214.00	\$250.00	\$10,750.00	\$178.00	\$7,654.00
44	2720	22" x 36" RCAP storm sewer, less than or equal to 8' depth, including 24" wide geotextile joint wrap, complete in place, the sum of	LF	254.00	226.50	\$250.00	\$63,500.00	\$203.00	\$51,562.00
45	2720	26" x 43" RCAP storm sewer, greater than 8' depth and less than or equal to 12' depth, including 24" wide geotextile joint wrap, complete in place, the sum of	LF	299.00	375.00	\$450.00	\$134,550.00	\$300.00	\$89,700.00
46	2720	31" x 51" RCAP storm sewer, greater than 8' depth and less than or equal to 12' depth, including 24" wide geotextile joint wrap, complete in place, the sum of	LF	244.00	391.00	\$450.00	\$109,800.00	\$332.00	\$81,008.00
47	2720	36" x 58" RCAP storm sewer, greater than 8' depth and less than or equal to 12' depth, including 24" wide geotextile joint wrap, complete in place, the sum of	LF	221.00	491.00	\$500.00	\$110,500.00	\$482.00	\$106,522.00
48	2720	15" RCP storm sewer, less than or equal to 8' depth, complete in place, the sum of	LF	8.00	153.50	\$125.00	\$1,000.00	\$182.00	\$1,456.00
49	2720	24" RCP storm sewer, less than or equal to 8' depth, complete in place, the sum of	LF	4,100.00	120.00	\$125.00	\$512,500.00	\$115.00	\$471,500.00
50	2720	24" RCP storm sewer, greater than 8' depth and less than or equal to 12' depth, complete in place, the sum of	LF	990.00	121.00	\$125.00	\$123,750.00	\$117.00	\$115,830.00
51	2720	30" RCP storm sewer, less than or equal to 8' depth, complete in place, the sum of	LF	1,350.00	159.50	\$175.00	\$236,250.00	\$144.00	\$194,400.00
52	2720	30" RCP storm sewer, greater than 8' depth and less than or equal to 12' depth, complete in place, the sum of	LF	920.00	165.50	\$185.00	\$170,200.00	\$146.00	\$134,320.00
53	2312	30" RCP storm sewer Bore & Jack, greater than 8' depth and less than or equal to 12' depth, complete in place, the sum of	LF	85.00	1,250.00	\$1,500.00	\$127,500.00	\$1,000.00	\$85,000.00
54	2720	36" RCP storm sewer, less than or equal to 8' depth, complete in place, the sum of	LF	294.00	237.00	\$250.00	\$73,500.00	\$224.00	\$65,856.00
55	2720	36" RCP storm sewer, greater than 8' depth and less than or equal to 12' depth, complete in place, the sum of	LF	1,390.00	254.50	\$275.00	\$382,250.00	\$234.00	\$325,260.00
56	2720	36" RCP storm sewer, greater than 12' depth, complete in place, the sum of	LF	890.00	254.50	\$275.00	\$244,750.00	\$234.00	\$208,260.00
57	2312	36" RCP storm sewer Tunnel & Jack, greater than 8' depth and less than or equal to 12' depth, complete in place, the sum of	LF	85.00	1,475.00	\$1,500.00	\$127,500.00	\$1,450.00	\$123,250.00
58	2312	36" RCP storm sewer Tunnel & Jack, greater than 12' depth, complete in place, the sum of	LF	65.00	1,300.00	\$1,500.00	\$97,500.00	\$1,100.00	\$71,500.00
59	2605	Ty. "BB" inlet, cast in place or precast, complete in place, the sum of	EA	104.00	3,150.00	\$3,000.00	\$312,000.00	\$3,300.00	\$343,200.00
60	2605	Ty. "C" inlet, cast in place or precast, complete in place, the sum of	EA	4.00	4,000.00	\$4,500.00	\$18,000.00	\$3,500.00	\$14,000.00
61	02600 & 02601	4'x4' storm sewer box manhole, precast or cast in place, less than or equal to 8' depth, complete in place, the sum of	EA	42.00	4,750.00	\$6,000.00	\$252,000.00	\$3,500.00	\$147,000.00
62	02600 & 02601	5'x4' storm sewer box manhole, precast or cast in place, less than or equal to 8' depth, complete in place, the sum of	EA	20.00	6,000.00	\$7,000.00	\$140,000.00	\$5,000.00	\$100,000.00
63	02600 & 02601	5'x5' storm sewer box manhole, precast or cast in place, less than or equal to 8' depth, complete in place, the sum of	EA	2.00	6,400.00	\$7,000.00	\$14,000.00	\$5,800.00	\$11,600.00
64	02600 & 02601	6'x4' storm sewer box manhole, precast or cast in place, less than or equal to 8' depth, complete in place, the sum of	EA	2.00	6,500.00	\$7,500.00	\$15,000.00	\$5,500.00	\$11,000.00
65	2600 & 02601	6'x5' storm sewer box manhole, precast or cast in place, less than or equal to 8' depth, complete in place, the sum of	EA	2.00	10,000.00	\$7,500.00	\$15,000.00	\$12,500.00	\$25,000.00
66	02600 & 02601	7'x4' storm sewer box manhole, precast or cast in place, less than or equal to 8' depth, complete in place, the sum of	EA	2.00	7,550.00	\$8,000.00	\$16,000.00	\$7,100.00	\$14,200.00

Represents Error Corrected by Engineer

Attachment: Rebuild Bellaire Phase 5A Letter of Recommendation (1130 : Rebuild Bellaire Phase 5A Bid Award - Construction)



BID TABULATION

Project Name: Rebuild Bellaire Phase 5A Reconstruction  
Job No: 13-041  
Consultant: HDR Engineering, Inc.

Bid Opening Date: 12/18/14

						Total Contracting Limited		Reytec Construction Resources, Inc.	
						Bid Total =	\$10,250,150.00	Bid Total =	\$10,274,030.00
BID ITEM NO		DESCRIPTION	UNIT	QUANTIY	AVG	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
67	02600 & 02601	4'x4' Storm sewer junction manhole with 24" sump and steel casing around sanitary sewer, less than or equal to 8' depth, complete in place, the sum of	EA	30.00	5,800.00	\$7,000.00	\$210,000.00	\$4,600.00	\$138,000.00
68	02600 & 02601	5'x4' Storm sewer junction manhole with 24" sump and steel casing around sanitary sewer, less than or equal to 8' depth, complete in place, the sum of	EA	15.00	6,400.00	\$7,500.00	\$112,500.00	\$5,300.00	\$79,500.00
69	02600 & 02601	6'x4' Storm sewer junction manhole with 24" sump and steel casing around sanitary sewer, less than or equal to 8' depth, complete in place, the sum of	EA	3.00	7,000.00	\$7,500.00	\$22,500.00	\$6,500.00	\$19,500.00
70	02600 & 02601	7'x4' Storm sewer junction manhole with 24" sump and steel casing around sanitary sewer, less than or equal to 8' depth, complete in place, the sum of	EA	4.00	7,900.00	\$8,000.00	\$32,000.00	\$7,800.00	\$31,200.00
71	02600 & 02601	8'x5' Storm sewer junction manhole with 24" sump and steel casing around sanitary sewer, less than or equal to 8' depth, complete in place, the sum of	EA	2.00	10,350.00	\$9,500.00	\$19,000.00	\$11,200.00	\$22,400.00
72	2600	Additional depth for manhole, greater than 8' depth and less than or equal to 12' depth, all sizes, complete in place, the sum of	VF	100.00	225.00	\$250.00	\$25,000.00	\$200.00	\$20,000.00
73	2600	Additional depth for manhole, greater than 12' depth, all sizes, complete in place, the sum of	VF	20.00	225.00	\$250.00	\$5,000.00	\$200.00	\$4,000.00
74		Storm sewer brick plugs, less than or equal to 18", 2 rows, including mortar and grout, complete in place, the sum of	EA	12.00	950.00	\$1,500.00	\$18,000.00	\$400.00	\$4,800.00
75		Storm sewer brick plugs, greater than or equal to 24", 2 rows, including mortar and grout, complete in place, the sum of	EA	8.00	1,050.00	\$1,500.00	\$12,000.00	\$600.00	\$4,800.00
76	2051	Grout and Fill RCP less than or equal to 24", flowable fill, complete in place, the sum of	LF	200.00	50.00	\$50.00	\$10,000.00	\$50.00	\$10,000.00
77	2051	Grout and Fill RCP greater than 24", flowable fill, complete in place, the sum of	LF	80.00	57.00	\$50.00	\$4,000.00	\$64.00	\$5,120.00
78	1526	Storm sewer trench safety, greater than 5' depth and less than or equal to 8' depth, complete in place, the sum of	LF	6,200.00	2.50	\$3.00	\$18,600.00	\$2.00	\$12,400.00
79	1526	Storm sewer trench safety, greater than 8' depth and less than or equal to 12' depth, complete in place, the sum of	LF	4,300.00	3.00	\$3.00	\$12,900.00	\$3.00	\$12,900.00
80	1526	Storm sewer trench safety, greater than 12' depth, complete in place, the sum of	LF	1,000.00	4.00	\$3.00	\$3,000.00	\$5.00	\$5,000.00
SUBTOTAL SECTION 2 - DRAINAGE (Bid Items 36 - 80):					0.00		\$3,905,800.00		\$3,316,210.00
SECTION 3 - WATERLINE									
81	2664	Waterline adjustment, 8" PVC, including wet connections and cut, plug, and abandon existing waterline, complete in place, the sum of	LF	450.00	155.00	\$150.00	\$67,500.00	\$160.00	\$72,000.00
82	2664	Waterline adjustment, 12" PVC, including wet connections and cut, plug, and abandon existing waterline, complete in place, the sum of	LF	30.00	267.50	\$225.00	\$6,750.00	\$310.00	\$9,300.00
83	2640	6" Gate valve and box on proposed waterline, complete in place, the sum of	EA	4.00	2,250.00	\$2,500.00	\$10,000.00	\$2,000.00	\$8,000.00
84	2640	8" Gate valve and box on proposed waterline, complete in place, the sum of	EA	5.00	2,500.00	\$2,500.00	\$12,500.00	\$2,500.00	\$12,500.00
85	2626	6"x 6" tapping sleeve and valve (TS&V), complete in place, the sum of	EA	2.00	6,000.00	\$5,000.00	\$10,000.00	\$7,000.00	\$14,000.00
86	2626	8"x 6" tapping sleeve and valve (TS&V), complete in place, the sum of	EA	4.00	7,250.00	\$7,500.00	\$30,000.00	\$7,000.00	\$28,000.00
87	2626	12"x 6" tapping sleeve and valve (TS&V), complete in place, the sum of	EA	2.00	8,900.00	\$10,000.00	\$20,000.00	\$7,800.00	\$15,600.00
88		6" Inserta valve and box on existing waterline, including wet connections and all necessary fittings, complete in place, the sum of	EA	6.00	8,500.00	\$5,000.00	\$30,000.00	\$12,000.00	\$72,000.00
89		8" Inserta valve and box on existing waterline, including wet connections and all necessary fittings, complete in place, the sum of	EA	2.00	11,250.00	\$7,500.00	\$15,000.00	\$15,000.00	\$30,000.00
90	2645	Remove fire hydrant assembly, all depths, including repair or plugging of waterline, complete in place, the sum of	EA	9.00	3,350.00	\$5,000.00	\$45,000.00	\$1,700.00	\$15,300.00
91	2645	Fire hydrant assembly, complete in place, the sum of	EA	11.00	6,500.00	\$7,500.00	\$82,500.00	\$5,500.00	\$60,500.00
92	2645	6" PVC fire hydrant lead, all depths, complete in place, the sum of	LF	80.00	92.50	\$125.00	\$10,000.00	\$60.00	\$4,800.00
93	2665	Water meter relocation out of proposed sidewalk, including new meter box, complete in place, the sum of	EA	80.00	1,150.00	\$1,500.00	\$120,000.00	\$800.00	\$64,000.00
SUBTOTAL SECTION 3 - WATERLINE (Bid Items 81 - 93):							\$459,250.00		\$406,000.00
SECTION 4 - SUPPLEMENTAL WATERLINE AND SANITARY SEWER									

Represents Error Corrected by Engineer

BID TABULATION

Project Name: Rebuild Bellaire Phase 5A Reconstruction  
Job No: 13-041  
Consultant: HDR Engineering, Inc.

Bid Opening Date: 12/18/14

						Total Contracting Limited		Reytec Construction Resources, Inc.	
						Bid Total =	\$10,250,150.00	Bid Total =	\$10,274,030.00
BID ITEM NO		DESCRIPTION	UNIT	QUANTIY	AVG	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
94	2664	Waterline adjustment, 6" PVC, including wet connections and cut, plug, and abandon existing waterline, complete in place, the sum of	LF	100.00	225.00	\$250.00	\$25,000.00	\$200.00	\$20,000.00
95	2626	8"x 8" tapping sleeve and valve (TS&V), complete in place, the sum of	EA	2.00	7,750.00	\$7,500.00	\$15,000.00	\$8,000.00	\$16,000.00
96		Additional pipe fittings for waterlines, all sizes and types, as directed by the Engineer, complete in place, the sum of	TON	2.00	2,250.00	\$2,500.00	\$5,000.00	\$2,000.00	\$4,000.00
97	2640	6" Gate valve and box on existing waterline, including wet connections and all necessary fittings, complete in place, the sum of	EA	6.00	3,500.00	\$5,000.00	\$30,000.00	\$2,000.00	\$12,000.00
98	2640	8" Gate valve and box on existing waterline, including wet connections and all necessary fittings, complete in place, the sum of	EA	2.00	5,000.00	\$7,500.00	\$15,000.00	\$2,500.00	\$5,000.00
99	2640	12" Gate valve and box on existing waterline, including wet connections and all necessary fittings, complete in place, the sum of	EA	1.00	9,150.00	\$15,000.00	\$15,000.00	\$3,300.00	\$3,300.00
100	2665	Waterline service adjustments, less than 2", from existing water main to meter, new type K copper, no couplings under street, complete in place, the sum of	EA	135.00	2,400.00	\$2,500.00	\$337,500.00	\$2,300.00	\$310,500.00
101	2762	Sanitary sewer service adjustments, from the sanitary sewer main to the property line, all sizes, including cleanout, complete in place, the sum of	EA	50.00	725.00	\$150.00	\$7,500.00	\$1,300.00	\$65,000.00
102	2730	8" Sanitary Sewer, C-900 PVC, complete in place, the sum of	LF	100.00	115.00	\$80.00	\$8,000.00	\$150.00	\$15,000.00
103	2601	Precast Sanitary Sewer Manhole, all depths, complete in place, the sum of	EA	2.00	3,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$8,000.00
SUBTOTAL SECTION 4 - SUPPLEMENTAL WATERLINE AND SANITARY SEWER (Bid Items 94 - 103):							\$462,000.00		\$458,800.00
SECTION 5 - SUPPLEMENTAL PAVING ITEMS									
104	2252	Extra cement stabilized sand, complete in place, the sum of	CY	50.00	30.00	\$25.00	\$1,250.00	\$35.00	\$1,750.00
105	2228	Extra bank sand backfill, complete in place, the sum of	CY	50.00	15.00	\$10.00	\$500.00	\$20.00	\$1,000.00
106		Extra concrete (all classes), complete in place, the sum of	CY	50.00	150.00	\$150.00	\$7,500.00	\$150.00	\$7,500.00
107	2228	Extra select backfill, complete in place, the sum of	CY	300.00	15.00	\$15.00	\$4,500.00	\$15.00	\$4,500.00
108	2521	Extra 1.5 sack of cement per cubic yard added to 10" concrete paving (total of 7.0 sack/cubic yard) to provide high early strength concrete, as approved by Engineer, complete in place, the sum of	SY	200.00	5.00	\$5.00	\$1,000.00	\$5.00	\$1,000.00
109	2521	Extra 1.5 sack of cement per cubic yard added to 7" concrete paving (total of 7.0 sack/cubic yard) to provide high early strength concrete, as approved by Engineer, complete in place, the sum of	SY	2,500.00	4.50	\$5.00	\$12,500.00	\$4.00	\$10,000.00
110	2521	Extra 1.5 sack of cement per cubic yard added to 6" concrete driveway (total of 7.0 sack/cubic yard) to provide high early strength concrete, as approved by Engineer, complete in place, the sum of	SY	500.00	4.25	\$5.00	\$2,500.00	\$3.50	\$1,750.00
111		Cash Allowance for Utility relocations, for payment to CenterPoint for the relocation of Street Light facilities according to CenterPoint invoice provided by the City, invoice amount plus 10%, the sum of	LS	1.00	40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
112		Extra reinforcing steel, complete in place, the sum of	LB	1,000.00	0.50	\$0.50	\$500.00	\$0.50	\$500.00
113		As authorized by Engineer, exploratory trench excavation, backfill and pavement and/or sodding restoration for the purpose of locating existing utilities (No reimbursement for this pay item if trench is where the proposed sewer main or waterline is laid), complete in place, the sum of	CY	500.00	15.00	\$15.00	\$7,500.00	\$15.00	\$7,500.00
114	2530	Sidewalk checker plate installation, complete in place, the sum of	SF	200.00	35.00	\$50.00	\$10,000.00	\$20.00	\$4,000.00
115	2530	Placement of retaining wall (0"-6" high) along sidewalk, including all reinforcing, filter fabric, gravel, drain, excavation, required to place, complete in place, the sum of	LF	150.00	10.00	\$10.00	\$1,500.00	\$10.00	\$1,500.00
116	2530	Placement of retaining wall (7"-12" high) along sidewalk, including all reinforcing, filter fabric, gravel, drain, excavation, required to place, complete in place, the sum of	LF	100.00	15.00	\$15.00	\$1,500.00	\$15.00	\$1,500.00

Represents Error Corrected by Engineer



BID TABULATION

Project Name: Rebuild Bellaire Phase 5A Reconstruction  
Job No: 13-041  
Consultant: HDR Engineering, Inc.

Bid Opening Date: 12/18/14

						Total Contracting Limited		Reytec Construction Resources, Inc.	
						Bid Total =	\$10,250,150.00	Bid Total =	\$10,274,030.00
BID ITEM NO		DESCRIPTION	UNIT	QUANTIY	AVG	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
117	2530	Placement of retaining wall (13"-18" high) along sidewalk, including all reinforcing, filter fabric, gravel, drain, excavation, required to place, complete in place, the sum of	LF	100.00	20.00	\$20.00	\$2,000.00	\$20.00	\$2,000.00
118		Additional temporary driveway consisting of crushed concrete or millings, in areas approved by the Engineer, including placement, maintenance and removal, complete in place, the sum of	SY	200.00	20.00	\$20.00	\$4,000.00	\$20.00	\$4,000.00
SUBTOTAL SECTION 5 - SUPPLEMENTAL PAVING ITEMS (Bid Items 104 - 118):							\$96,750.00		\$88,500.00
SECTION 6 - SUPPLEMENTAL DRAINAGE ITEMS									
119	2252	Extra cement stabilized sand, complete in place, the sum of	CY	50.00	30.00	\$25.00	\$1,250.00	\$35.00	\$1,750.00
120	2228	Extra bank sand backfill, complete in place, the sum of	CY	50.00	10.00	\$10.00	\$500.00	\$10.00	\$500.00
121		Wet condition bedding, all sizes, all depths, complete in place, the sum of	LF	500.00	20.00	\$20.00	\$10,000.00	\$20.00	\$10,000.00
122		Seal slab, including reinforcement placed at unsatisfactory conditions, as directed and approved by the Engineer, complete in place, the sum of	SY	200.00	25.00	\$25.00	\$5,000.00	\$25.00	\$5,000.00
123	2228	Extra select backfill, complete in place, the sum of	CY	200.00	15.00	\$15.00	\$3,000.00	\$15.00	\$3,000.00
124		Installation and removal of piezometer, complete in place, the sum of	EA	30.00	100.00	\$100.00	\$3,000.00	\$100.00	\$3,000.00
125		Well pointing system for dewatering, all depths, complete in place, the sum of	LF	500.00	20.00	\$20.00	\$10,000.00	\$20.00	\$10,000.00
126		As authorized by the Engineer, exploratory trench excavation, backfill and pavement and/or sodding restoration for the purpose of locating existing utilities (No reimbursement for this pay item if trench is where proposed sewer main or waterline is laid), complete in place, the sum of	CY	100.00	15.00	\$15.00	\$1,500.00	\$15.00	\$1,500.00
127		Hand digging as directed by the Engineer, complete in place, the sum of	CY	100.00	15.00	\$15.00	\$1,500.00	\$15.00	\$1,500.00
128		Concrete cradle on existing pipe, complete in place, the sum of	EA	10.00	250.00	\$250.00	\$2,500.00	\$250.00	\$2,500.00
SUBTOTAL SECTION 6 - SUPPLEMENTAL DRAINAGE ITEMS (Bid Items 119 - 128):							\$38,250.00		\$38,750.00
ADD ALTERNATE NO. 1 ITEMS: FERRIS									
129	2521	7" Reinforced Concrete Pavement, complete in place, the sum of	SY	4,000.00	58.00	\$55.00	\$220,000.00	\$61.00	\$244,000.00
130	2241	12" Lime Stabilized Subgrade, including excavation or fill to grade, mixing, compaction and curing, complete in place, the sum of	SY	4,500.00	7.50	\$7.00	\$31,500.00	\$8.00	\$36,000.00
131	2241	Lime Slurry, hydrated lime or quicklime (8% by weight), complete in place, the sum of	TON	200.00	165.00	\$175.00	\$35,000.00	\$155.00	\$31,000.00
132	2532	6" concrete curb, complete in place, the sum of	LF	1,500.00	4.60	\$5.00	\$7,500.00	\$4.20	\$6,300.00
133	2076	Removal of existing pavement, including all base, asphalt surface, concrete paving, curb and gutters and paving headers, complete in place, the sum of	SY	3,900.00	4.50	\$4.00	\$15,600.00	\$5.00	\$19,500.00
134	2531	Remove and replace concrete driveway, including sawcutting, curb transition, reinforcement, joints and 6" stabilized subgrade, complete in place, the sum of	SY	975.00	61.00	\$50.00	\$48,750.00	\$72.00	\$70,200.00
135	02530 & 02531	Additional allowance to match existing decorative driveway and/or sidewalk material, color, texture, pattern, complete in place, the sum of	SY	50.00	52.00	\$50.00	\$2,500.00	\$54.00	\$2,700.00
136	2530	Remove and replace existing concrete sidewalk, including sawcutting, reinforcement, joints and 6" subgrade, complete in place, the sum of	SF	2,700.00	7.50	\$8.00	\$21,600.00	\$7.00	\$18,900.00
137	2530	New concrete sidewalk, including reinforcement, joints and 6" subgrade, complete in place, the sum of	SF	650.00	7.00	\$8.00	\$5,200.00	\$6.00	\$3,900.00
138	2530	Curb ramp, including warning pavers, sawcutting, removal of existing pavement, reinforcing, joints and subgrade, complete in place, the sum of	EA	7.00	1,350.00	\$1,500.00	\$10,500.00	\$1,200.00	\$8,400.00
139	2532	Concrete pavement header, complete in place, the sum of	LF	200.00	28.00	\$50.00	\$10,000.00	\$6.00	\$1,200.00
140	2590	Removal of existing signs and replacement with new posts and new signs, complete in place, the sum of	EA	10.00	600.00	\$750.00	\$7,500.00	\$450.00	\$4,500.00
141	2582	12" white thermoplastic striping, including surface preparation, complete in place, the sum of	LF	80.00	5.50	\$5.00	\$400.00	\$6.00	\$480.00
142	2582	24" white thermoplastic striping, including surface preparation, complete in place, the sum of	LF	20.00	10.50	\$10.00	\$200.00	\$11.00	\$220.00

Represents Error Corrected by Engineer

BID TABULATION

Project Name: Rebuild Bellaire Phase 5A Reconstruction  
Job No: 13-041  
Consultant: HDR Engineering, Inc.

Bid Opening Date: 12/18/14

						Total Contracting Limited		Reytec Construction Resources, Inc.	
						Bid Total =	\$10,250,150.00	Bid Total =	\$10,274,030.00
BID ITEM NO		DESCRIPTION	UNIT	QUANTIY	AVG	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
143	2100	Final ROW grading, including sod and select fill, adjusting meters, meter boxes, valve boxes, inlets or any other item in the ROW, complete in place, the sum of	STA	11.00	2,300.00	\$2,500.00	\$27,500.00	\$2,100.00	\$23,100.00
144	1570	Traffic control, including signs, flaggers, barrels, temporary striping, removal of existing striping, traffic control devices and any other items required by TxMUTCD, and maintenance of all items, complete in place, the sum of	LS	1.00	35,000.00	\$25,000.00	\$25,000.00	\$45,000.00	\$45,000.00
145	2238	Temporary HMAC for road widening consisting of 2" HMAC, 6" Asphalt stabilized base, aggregate for shoulder, temporary embankment, removal of existing curbs, and all additional work to place, maintain and remove the material, used only if directed by City and Engineer, complete in place, the sum of	SY	400.00	70.00	\$75.00	\$30,000.00	\$65.00	\$26,000.00
146	Detail	Remove and Replace Concrete Pavement for storm sewer construction in areas where the roadway is not being replaced including Bissonnet Street; full depth sawcut, doweling to existing pavement, 10" reinforced concrete pavement with subgrade, complete in place, the sum of	SY	70.00	132.50	\$75.00	\$5,250.00	\$190.00	\$13,300.00
147	1570	Extra uniformed police officer at special event as requested and approved by the City, complete in place, the sum of	HR	40.00	62.50	\$75.00	\$3,000.00	\$50.00	\$2,000.00
148	1535	Root pruning and placement of a vapor barrier at locations designated by Urban Forester, complete in place, the sum of	LF	200.00	14.00	\$15.00	\$3,000.00	\$13.00	\$2,600.00
149	1535	Tree protection fencing, complete in place, the sum of	LF	500.00	14.75	\$25.00	\$12,500.00	\$4.50	\$2,250.00
150	1535	Polyethylene barrier (8 mil thickness) placed under sidewalk or driveway for protection of tree roots, complete in place, the sum of	SY	100.00	4.50	\$5.00	\$500.00	\$4.00	\$400.00
151	1535	Tree and Plant Protection and Maintenance, including preparation of plan, provision of materials, trimming, seeding, fertilizing, watering, and all related items, complete in place, the sum of	LS	1.00	14,000.00	\$25,000.00	\$25,000.00	\$3,000.00	\$3,000.00
152	Detail	Inlet protection barrier, filter fabric fence, including repair, replacement and removal of sediment, complete in place, the sum of	LF	300.00	2.00	\$2.00	\$600.00	\$2.00	\$600.00
153	Detail	Inlet protection barrier for Stage II inlets and existing inlets, gravel bags, including repair, replacement and removal of sediment, complete in place, the sum of	EA	45.00	34.00	\$2.00	\$90.00	\$66.00	\$2,970.00
154	1575	Inlet protection barrier for Stage II inlets and existing inlets, erosion control logs, including repair, replacement and removal of sediment, complete in place, the sum of	EA	45.00	45.00	\$2.00	\$90.00	\$88.00	\$3,960.00
155	2607	Adjust existing sanitary or storm sewer manhole to grade, using new manhole rings and covers, and if required, new manhole top/cone sections, including removal of precast or cast in place cone and wall, complete in place, the sum of	EA	9.00	1,125.00	\$750.00	\$6,750.00	\$1,500.00	\$13,500.00
156	2076	Removal of existing pipe culverts and sewers, 24" or smaller, including removal of inlets, manholes and plugs, and backfilling of trench per detail, complete in place, the sum of	LF	1,800.00	25.00	\$10.00	\$18,000.00	\$40.00	\$72,000.00
157	2620	Remove and replace yard drain with 4" PVC Sch 40 pipe to tie into inlet or through curb, all depths, including all connections, bends, joints, cleanouts and fittings, complete in place, the sum of	LF	150.00	30.00	\$50.00	\$7,500.00	\$10.00	\$1,500.00
158	2620	Remove and replace yard drain with 6" PVC Sch 40 pipe to tie into inlet or storm sewer, all depths, including all connections, bends, joints, cleanouts and fittings, complete in place, the sum of	LF	175.00	31.50	\$50.00	\$8,750.00	\$13.00	\$2,275.00
159	2620	Remove and replace yard drain with 8" PVC Sch 40 pipe to tie into inlet or storm sewer, all depths, including all connections, bends, joints, cleanouts and fittings, complete in place, the sum of	LF	50.00	35.00	\$50.00	\$2,500.00	\$20.00	\$1,000.00
160	2720	13" x 22" RCAP storm sewer, less than or equal to 8' depth, including 24" wide geotextile joint wrap, complete in place, the sum of	LF	31.00	160.00	\$200.00	\$6,200.00	\$120.00	\$3,720.00
161	2720	18" x 28" RCAP storm sewer, less than or equal to 8' depth, including 24" wide geotextile joint wrap, complete in place, the sum of	LF	132.00	167.50	\$200.00	\$26,400.00	\$135.00	\$17,820.00

Represents Error Corrected by Engineer

BID TABULATION

Project Name: Rebuild Bellaire Phase 5A Reconstruction  
Job No: 13-041  
Consultant: HDR Engineering, Inc.

Bid Opening Date: 12/18/14

						Total Contracting Limited		Reytec Construction Resources, Inc.	
						Bid Total =	\$10,250,150.00	Bid Total =	\$10,274,030.00
BID ITEM NO		DESCRIPTION	UNIT	QUANTIY	AVG	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
162	2720	15" RCP storm sewer, less than or equal to 8' depth, complete in place, the sum of	LF	18.00	123.50	\$125.00	\$2,250.00	\$122.00	\$2,196.00
163	2720	18" RCP storm sewer, less than or equal to 8' depth, complete in place, the sum of	LF	59.00	103.50	\$125.00	\$7,375.00	\$82.00	\$4,838.00
164	2720	24" RCP storm sewer, less than or equal to 8' depth, complete in place, the sum of	LF	762.00	108.50	\$125.00	\$95,250.00	\$92.00	\$70,104.00
165	2720	30" RCP storm sewer, less than or equal to 8' depth, complete in place, the sum of	LF	148.00	153.50	\$175.00	\$25,900.00	\$132.00	\$19,536.00
166	2720	36" RCP storm sewer, less than or equal to 8' depth, complete in place, the sum of	LF	47.00	236.00	\$200.00	\$9,400.00	\$272.00	\$12,784.00
167	2605	Ty. "A" inlet, cast in place or precast, complete in place, the sum of	EA	3.00	3,250.00	\$3,500.00	\$10,500.00	\$3,000.00	\$9,000.00
168	2605	Ty. "BB" inlet, cast in place or precast, complete in place, the sum of	EA	9.00	3,400.00	\$3,500.00	\$31,500.00	\$3,300.00	\$29,700.00
169	2605	Ty. "C" inlet, cast in place or precast, complete in place, the sum of	EA	1.00	5,500.00	\$7,500.00	\$7,500.00	\$3,500.00	\$3,500.00
170	02600 & 02601	4'x4' storm sewer box manhole, precast or cast in place, less than or equal to 8' depth, complete in place, the sum of	EA	9.00	4,500.00	\$5,500.00	\$49,500.00	\$3,500.00	\$31,500.00
171	02600 & 02601	5'x4' storm sewer box manhole, precast or cast in place, less than or equal to 8' depth, complete in place, the sum of	EA	1.00	5,900.00	\$6,800.00	\$6,800.00	\$5,000.00	\$5,000.00
172		Storm sewer brick plugs, less than or equal to 18", 2 rows, including mortar and grout, complete in place, the sum of	EA	2.00	950.00	\$1,500.00	\$3,000.00	\$400.00	\$800.00
173		Storm sewer brick plugs, greater than or equal to 24", 2 rows, including mortar and grout, complete in place, the sum of	EA	1.00	1,050.00	\$1,500.00	\$1,500.00	\$600.00	\$600.00
174	1526	Storm sewer trench safety, greater than 5' depth and less than or equal to 8' depth, complete in place, the sum of	LF	1,200.00	2.50	\$3.00	\$3,600.00	\$2.00	\$2,400.00
175	2664	Waterline adjustment, 8" PVC, including wet connections and cut, plug, and abandon existing waterline, complete in place, the sum of	LF	30.00	225.00	\$250.00	\$7,500.00	\$200.00	\$6,000.00
176	2665	Water meter relocation out of proposed sidewalk, including new meter box, complete in place, the sum of	EA	10.00	1,650.00	\$2,500.00	\$25,000.00	\$800.00	\$8,000.00
TOTAL ADD ALTERNATE NO. 1: FERRIS (Bid Items 129-176):							\$911,455.00		\$890,253.00
ADD ALTERNATE NO. 2 ITEMS: IMPERIAL									
177	2521	7" Reinforced Concrete Pavement, complete in place, the sum of	SY	3,900.00	57.50	\$55.00	\$214,500.00	\$60.00	\$234,000.00
178	2241	12" Lime Stabilized Subgrade, including excavation or fill to grade, mixing, compaction and curing, complete in place, the sum of	SY	4,500.00	7.50	\$7.00	\$31,500.00	\$8.00	\$36,000.00
179	2241	Lime Slurry, hydrated lime or quicklime (8% by weight), complete in place, the sum of	TON	200.00	165.00	\$175.00	\$35,000.00	\$155.00	\$31,000.00
180	2532	6" concrete curb, complete in place, the sum of	LF	1,875.00	4.60	\$5.00	\$9,375.00	\$4.20	\$7,875.00
181	2076	Removal of existing pavement, including all base, asphalt surface, concrete paving, curb and gutters and paving headers, complete in place, the sum of	SY	3,750.00	4.50	\$4.00	\$15,000.00	\$5.00	\$18,750.00
182	2531	Remove and replace concrete driveway, including sawcutting, curb transition, reinforcement, joints and 6" stabilized subgrade, complete in place, the sum of	SY	800.00	64.50	\$50.00	\$40,000.00	\$79.00	\$63,200.00
183	02530 & 02531	Additional allowance to match existing decorative driveway and/or sidewalk material, color, texture, pattern, complete in place, the sum of	SY	75.00	52.00	\$50.00	\$3,750.00	\$54.00	\$4,050.00
184	2530	Remove and replace existing concrete sidewalk, including sawcutting, reinforcement, joints and 6" subgrade, complete in place, the sum of	SF	3,750.00	7.50	\$8.00	\$30,000.00	\$7.00	\$26,250.00
185	2530	New concrete sidewalk, including reinforcement, joints and 6" subgrade, complete in place, the sum of	SF	2,250.00	6.50	\$7.00	\$15,750.00	\$6.00	\$13,500.00
186	2532	Concrete pavement header, complete in place, the sum of	LF	56.00	38.00	\$50.00	\$2,800.00	\$26.00	\$1,456.00
187	2590	Removal of existing signs and replacement with new posts and new signs, complete in place, the sum of	EA	4.00	600.00	\$750.00	\$3,000.00	\$450.00	\$1,800.00
188	2100	Final ROW grading, including sod and select fill, adjusting meters, meter boxes, valve boxes, inlets or any other item in the ROW, complete in place, the sum of	STA	14.00	2,500.00	\$2,500.00	\$35,000.00	\$2,500.00	\$35,000.00

Represents Error Corrected by Engineer

BID TABULATION

Project Name: Rebuild Bellaire Phase 5A Reconstruction  
Job No: 13-041  
Consultant: HDR Engineering, Inc.

Bid Opening Date: 12/18/14

						Total Contracting Limited		Reytec Construction Resources, Inc.	
						Bid Total =	\$10,250,150.00	Bid Total =	\$10,274,030.00
BID ITEM NO		DESCRIPTION	UNIT	QUANTIY	AVG	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
189	1570	Traffic control, including signs, flaggers, barrels, temporary striping, removal of existing striping, traffic control devices and any other items required by TxMUTCD, and maintenance of all items, complete in place, the sum of	LS	1.00	27,500.00	\$25,000.00	\$25,000.00	\$30,000.00	\$30,000.00
190	1570	Extra uniformed police officer at special event as requested and approved by the City, complete in place, the sum of	HR	40.00	62.50	\$75.00	\$3,000.00	\$50.00	\$2,000.00
191	1535	Root pruning and placement of a vapor barrier at locations designated by Urban Forester, complete in place, the sum of	LF	200.00	14.00	\$15.00	\$3,000.00	\$13.00	\$2,600.00
192	1535	Removal of existing tree, greater than 12" diameter and less than or equal to 24" diameter, as shown in the tree protection schedule, and as approved by the City and Urban Forester, complete in place, the sum of	EA	1.00	900.00	\$1,000.00	\$1,000.00	\$800.00	\$800.00
193	1535	Tree protection fencing, complete in place, the sum of	LF	370.00	7.25	\$10.00	\$3,700.00	\$4.50	\$1,665.00
194	1535	Polyethylene barrier (8 mil thickness) placed under sidewalk or driveway for protection of tree roots, complete in place, the sum of	SY	100.00	4.50	\$5.00	\$500.00	\$4.00	\$400.00
195	1535	Tree and Plant Protection and Maintenance, including preparation of plan, provision of materials, trimming, seeding, fertilizing, watering, and all related items, complete in place, the sum of	LS	1.00	15,500.00	\$25,000.00	\$25,000.00	\$6,000.00	\$6,000.00
196	Detail	Inlet protection barrier, filter fabric fence, including repair, replacement and removal of sediment, complete in place, the sum of	LF	300.00	2.00	\$2.00	\$600.00	\$2.00	\$600.00
197	Detail	Inlet protection barrier for Stage II inlets and existing inlets, gravel bags, including repair, replacement and removal of sediment, complete in place, the sum of	EA	19.00	34.00	\$2.00	\$38.00	\$66.00	\$1,254.00
198	1575	Inlet protection barrier for Stage II inlets and existing inlets, erosion control logs, including repair, replacement and removal of sediment, complete in place, the sum of	EA	19.00	45.00	\$2.00	\$38.00	\$88.00	\$1,672.00
199	2051	Abandon existing sanitary or storm sewer manhole, complete in place, the sum of	EA	2.00	1,050.00	\$1,000.00	\$2,000.00	\$1,100.00	\$2,200.00
200	2607	Adjust existing sanitary or storm sewer manhole to grade, using new manhole rings and covers, and if required, new manhole top/cone sections, including removal of precast or cast in place cone and wall, complete in place, the sum of	EA	3.00	1,125.00	\$750.00	\$2,250.00	\$1,500.00	\$4,500.00
201	2076	Removal of existing pipe culverts and sewers, 24" or smaller, including removal of inlets, manholes and plugs, and backfilling of trench per detail, complete in place, the sum of	LF	820.00	25.00	\$10.00	\$8,200.00	\$40.00	\$32,800.00
202	2620	Remove and replace yard drain with 4" PVC Sch 40 pipe to tie into inlet or through curb, all depths, including all connections, bends, joints, cleanouts and fittings, complete in place, the sum of	LF	250.00	30.00	\$50.00	\$12,500.00	\$10.00	\$2,500.00
203	2620	Remove and replace yard drain with 6" PVC Sch 40 pipe to tie into inlet or storm sewer, all depths, including all connections, bends, joints, cleanouts and fittings, complete in place, the sum of	LF	60.00	31.50	\$50.00	\$3,000.00	\$13.00	\$780.00
204	2620	Remove and replace yard drain with 8" PVC Sch 40 pipe to tie into inlet or storm sewer, all depths, including all connections, bends, joints, cleanouts and fittings, complete in place, the sum of	LF	60.00	35.00	\$50.00	\$3,000.00	\$20.00	\$1,200.00
205	2720	24" RCP storm sewer, less than or equal to 8' depth, complete in place, the sum of	LF	320.00	110.00	\$125.00	\$40,000.00	\$95.00	\$30,400.00
206	2720	24" RCP storm sewer, greater than 8' depth and less than or equal to 12' depth, complete in place, the sum of	LF	40.00	75.00	\$145.00	\$5,800.00	\$5.00	\$200.00
207	2720	30" RCP storm sewer, less than or equal to 8' depth, complete in place, the sum of	LF	560.00	147.50	\$175.00	\$98,000.00	\$120.00	\$67,200.00
208	2720	36" RCP storm sewer, greater than 8' depth and less than or equal to 12' depth, complete in place, the sum of	LF	400.00	215.00	\$225.00	\$90,000.00	\$205.00	\$82,000.00
209	2605	Ty. "BB" inlet, cast in place or precast, complete in place, the sum of	EA	12.00	3,400.00	\$3,500.00	\$42,000.00	\$3,300.00	\$39,600.00
210	02600 & 02601	4'x4' storm sewer box manhole, precast or cast in place, less than or equal to 8' depth, complete in place, the sum of	EA	3.00	5,500.00	\$7,500.00	\$22,500.00	\$3,500.00	\$10,500.00

Represents Error Corrected by Engineer



BID TABULATION

Project Name: Rebuild Bellaire Phase 5A Reconstruction  
Job No: 13-041  
Consultant: HDR Engineering, Inc.

Bid Opening Date: 12/18/14

						Total Contracting Limited		Reytec Construction Resources, Inc.	
						Bid Total =	\$10,250,150.00	Bid Total =	\$10,274,030.00
BID ITEM NO		DESCRIPTION	UNIT	QUANTIY	AVG	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
211	02600 & 02601	5'x4' storm sewer box manhole, precast or cast in place, less than or equal to 8' depth, complete in place, the sum of	EA	3.00	6,250.00	\$7,500.00	\$22,500.00	\$5,000.00	\$15,000.00
212	2600	Additional depth for manhole, greater than 8' depth and less than or equal to 12' depth, all sizes, complete in place, the sum of	VF	4.00	185.00	\$250.00	\$1,000.00	\$120.00	\$480.00
213	0	Storm sewer brick plugs, less than or equal to 18", 2 rows, including mortar and grout, complete in place, the sum of	EA	9.00	950.00	\$1,500.00	\$13,500.00	\$400.00	\$3,600.00
214	2051	Grout and Fill RCP less than or equal to 24", flowable fill, complete in place, the sum of	LF	90.00	50.00	\$50.00	\$4,500.00	\$50.00	\$4,500.00
215	1526	Storm sewer trench safety, greater than 5' depth and less than or equal to 8' depth, complete in place, the sum of	LF	900.00	2.50	\$3.00	\$2,700.00	\$2.00	\$1,800.00
216	1526	Storm sewer trench safety, greater than 8' depth and less than or equal to 12' depth, complete in place, the sum of	LF	450.00	4.00	\$3.00	\$1,350.00	\$5.00	\$2,250.00
217	2664	8" PVC waterline on Imperial, including MJ Megalug fittings, wet connections and cut, plug, and abandon existing waterline, complete in place, the sum of	LF	1,300.00	107.50	\$125.00	\$162,500.00	\$90.00	\$117,000.00
218	2640	6" Gate valve and box on proposed waterline, complete in place, the sum of	EA	4.00	2,250.00	\$2,500.00	\$10,000.00	\$2,000.00	\$8,000.00
219	2640	8" Gate valve and box on proposed waterline, complete in place, the sum of	EA	3.00	2,500.00	\$2,500.00	\$7,500.00	\$2,500.00	\$7,500.00
220	2645	Remove fire hydrant assembly, all depths, including repair or plugging of waterline, complete in place, the sum of	EA	2.00	1,350.00	\$1,000.00	\$2,000.00	\$1,700.00	\$3,400.00
221	2645	Fire hydrant assembly, complete in place, the sum of	EA	4.00	6,500.00	\$7,500.00	\$30,000.00	\$5,500.00	\$22,000.00
222	2645	6" PVC fire hydrant lead, all depths, complete in place, the sum of	LF	24.00	92.50	\$125.00	\$3,000.00	\$60.00	\$1,440.00
223	2665	Single short side service line reconnection on Imperial, less than 2", from new water main to existing meter, complete in place, the sum of	EA	20.00	1,500.00	\$1,500.00	\$30,000.00	\$1,500.00	\$30,000.00
224	2665	Single long side service line reconnection on Imperial, less than 2", from new water main to existing meter, complete in place, the sum of	EA	21.00	2,500.00	\$2,500.00	\$52,500.00	\$2,500.00	\$52,500.00
225	2665	Water meter relocation out of proposed sidewalk, including new meter box, complete in place, the sum of	EA	11.00	1,500.00	\$2,500.00	\$27,500.00	\$500.00	\$5,500.00
TOTAL ADD ALTERNATE NO. 2: IMPERIAL (Bid Items 177-225):							\$1,197,351.00		\$1,068,722.00

SUBTOTAL SECTION 1 - PAVING ITEMS (Bid Items 1 - 35):	\$	5,288,100	\$	5,965,770
SUBTOTAL SECTION 2 - DRAINAGE (Bid Items 36 - 80):	\$	3,905,800	\$	3,316,210
SUBTOTAL SECTION 3 - WATERLINE (Bid Items 81 - 93):	\$	459,250	\$	406,000
SUBTOTAL SECTION 4 - SUPPLEMENTAL WATERLINE AND SANITARY SEWER (Bid Items 94 - 103):	\$	462,000	\$	458,800
SUBTOTAL SECTION 5 - SUPPLEMENTAL PAVING ITEMS (Bid Items 104 - 118):	\$	96,750	\$	88,500
SUBTOTAL SECTION 6 - SUPPLEMENTAL DRAINAGE ITEMS (Bid Items 119 - 128):	\$	38,250	\$	38,750
TOTAL BASE BID:	\$	10,250,150	\$	10,274,030
TOTAL ADD ALTERNATE NO. 1: FERRIS (Bid Items 129-176):		\$911,455		\$890,253
TOTAL ADD ALTERNATE NO. 2: IMPERIAL (Bid Items 177-225):		\$1,197,351		\$1,068,722



REFERENCE: City of Houston

PROJECT: Reconstruction of West Belfort Blvd. & Bellaire Access Management and Widening

TELEPHONE NO.:832-395-2392

CONTACT: Ms. Jody Craze (Senior Project Manager)

### QUESTIONS

1. How did Total Contracting Limited perform for you on this project? (On a scale of 1-10)

ANSWER: 10

2. Were you satisfied with their performance?

ANSWER: Very satisfied

3. How would you rate the quality of their work? (On a scale of 1-10)

ANSWER: 10

4. How would you rate their ability to coordinate the work with neighboring property owners?  
(Scale of 1-10)

ANSWER: Excellent, 10

5. Did they have any problems with any jobs? If so, what was the nature of the problem?

ANSWER: No problems

6. Were there many change orders on the project? If so, what were the reasons?

ANSWER: No

7. Were they able to complete the project within the time allotted? If not, what was the reason?

ANSWER: Yes they were

8. How would you rate their ability to cooperate with a client? (On a scale of 1-10)

ANSWER: 10

9. Would you like to have them perform a job for you again?

ANSWER: Definitely

REFERENCE: City of Houston

PROJECT: Aldine Westfield Paving & Drainage from Tidwell to Little York

TELEPHONE NO.:832-395-2392

CONTACT: Dotun Ogundare (Senior Project Manager)

### QUESTIONS

1. How did Total Contracting Limited perform for you on this project? (On a scale of 1-10)  
ANSWER: 9

2. Were you satisfied with their performance?

ANSWER: Yes

3. How would you rate the quality of their work? (On a scale of 1-10)

ANSWER: 9

4. How would you rate their ability to coordinate the work with neighboring property owners?  
(Scale of 1-10)

ANSWER: 9

5. Did they have any problems with any jobs? If so, what was the nature of the problem?

ANSWER: Processing paperwork, but it is improving.

6. Were there many change orders on the project? If so, what were the reasons?

ANSWER: No

7. Were they able to complete the project within the time allotted? If not, what was the reason?

ANSWER: Yes they were

8. How would you rate their ability to cooperate with a client? (On a scale of 1-10)

ANSWER: 9

9. Would you like to have them perform a job for you again?

ANSWER: Yes

REFERENCE: Harris County  
PROJECT: Pavement Repairs in Precincts 2, 3 and 4  
TELEPHONE NO.: 713-755-1156  
CONTACT: Jason Tayner

### QUESTIONS

1. How did Total Contracting Limited perform for you on this project? (On a scale of 1-10)  
ANSWER: 9
2. Were you satisfied with their performance?  
ANSWER: Yes, always satisfied with this Contractor.
3. How would you rate the quality of their work? (On a scale of 1-10)  
ANSWER: 10
4. How would you rate their ability to coordinate the work with neighboring property owners? (Scale of 1-10)  
ANSWER: 9
5. Did they have any problems with any jobs? If so, what was the nature of the problem?  
ANSWER: Minor, but nothing that wasn't fixed promptly.
6. Were there many change orders on the project? If so, what were the reasons?  
ANSWER: No.
7. Were they able to complete the project within the time allotted? If not, what was the reason?  
ANSWER: Always
8. How would you rate their ability to cooperate with a client? (On a scale of 1-10)  
ANSWER: 9
9. Would you like to have them perform a job for you again?  
ANSWER: Yes.

REFERENCE: Fort Bend County  
PROJECT: Pavement Repairs in Fort Bend County  
TELEPHONE NO.:832-473-2991  
CONTACT: Darby Harridar, Supervisor

### QUESTIONS

1. How did Total Contracting Limited perform for you on this project? (On a scale of 1-10)  
ANSWER: 9
2. Were you satisfied with their performance?  
ANSWER: Very satisfied.
3. How would you rate the quality of their work? (On a scale of 1-10)  
ANSWER: 10
4. How would you rate their ability to coordinate the work with neighboring property owners?  
(Scale of 1-10)  
ANSWER: 9
5. Did they have any problems with any jobs? If so, what was the nature of the problem?  
ANSWER: Nothing major.
6. Were there many change orders on the project? If so, what were the reasons?  
ANSWER: No.
7. Were they able to complete the project within the time allotted? If not, what was the reason?  
ANSWER: Yes.
8. How would you rate their ability to cooperate with a client? (On a scale of 1-10)  
ANSWER: 9
9. Would you like to have them perform a job for you again?  
ANSWER: Absolutely.

REFERENCE: City of Houston  
PROJECT: Intersection Paving Improvements  
TELEPHONE NO.:832-395-2371  
CONTACT: Mr. Jon Van Den Heuvel, P.E. (Project Manager)

### QUESTIONS

1. How did Total Contracting Limited perform for you on this project? (On a scale of 1-10)  
ANSWER: 9
2. Were you satisfied with their performance?  
ANSWER: Yes, very satisfied.
3. How would you rate the quality of their work? (On a scale of 1-10)  
ANSWER: 9
4. How would you rate their ability to coordinate the work with neighboring property owners? (Scale of 1-10)  
ANSWER: 9
5. Did they have any problems with any jobs? If so, what was the nature of the problem?  
ANSWER: No
6. Were there many change orders on the project? If so, what were the reasons?  
ANSWER: No
7. Were they able to complete the project within the time allotted? If not, what was the reason?  
ANSWER: Sometimes ahead of schedule
8. How would you rate their ability to cooperate with a client? (On a scale of 1-10)  
ANSWER: 9
9. Would you like to have them perform a job for you again?  
ANSWER: Yes





## TOTAL CONTRACTING LIMITED

11203 Bedford  
Houston, Texas 77031  
Voice: 713.995.8595  
Fax: 713.995.8644

E-mail: [bmerhi@totalcontractinglimited.com](mailto:bmerhi@totalcontractinglimited.com)

12/18/2014

To: The City Clerk,  
City of Bellaire, Texas  
1<sup>st</sup> Floor of City Hall,  
7008 South Rice Ave.  
Bellaire, TX 77401-4495

Re: Rebuild Bellaire Phase 5A Reconstruction  
BID No. 15-002, HDR Project No. 13-041

### *Contractor's Qualifications*

Respected Sir/Madam,

Total Contracting Limited (TCL) is pleased to present this letter of qualifications to supplement our bid for the above referenced project.

TCL has been in continuous operation in Houston, since its inception in 1999. Over the past 15 years, TCL has grown steadily from a small concrete contractor to a mid-size/heavy contractor with extensive experience in water, storm, sewage and roadway construction projects including structures.

TCL possesses the resources and financial capacity and owns all the heavy equipment and tools needed to construct this project. We have constructed numerous projects in Houston with exceptional quality and satisfactory performance in terms of cost and compliance with performance schedule. TCL relies on Advanced Safety Consulting (ASC) to continually train and re-train its field staff on safety and monitor our operations during construction. This approach has further facilitated a non-accident safety history for the past fifteen years and has kept our staff informed about OSHA requirements including any new developments.

In previous projects TCL has communicated with residents and businesses affected by the work being done on the project. As part of this communication, TCL has kept residents and business updated with the progress of the work as well as any temporary inconvenience. In addition, representatives from the homeowners association and local businesses have attended the progress meetings.

Furthermore, we would like to point out that we finished constructing a similar but more extensive project Kirby Drive Segment 2 for City of Houston, College Avenue and Bellaire Boulevard paving and Drainage and Utility Improvements for the City of West University and South Side Place, as well as Rebuild Bellaire Phase Three for City of Bellaire, etc.

Attached, please find our company profile detailing our project experience record. We hope this will suffice and meet your requirement for qualifications of bidders. If you have any questions or need additional information, please call me at 832.265.8995.

Sincerely,

Boutros G. Merhi, General Partner

Attachment: Project Profile/ References/ Letters of Recommendation/ Owned Equipment List/ Financial Statement



**SUPERIORITY IN CONSTRUCTION**

Attachment: Rebuild Bellaire Phase 5A Letter of Recommendation (1130 : Rebuild Bellaire Phase 5A Bid Award - Construction)



## TOTAL CONTRACTING LIMITED

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Houston, Texas 77031  
Tel: 713.995.8595  
Fax: 713.995.8644  
E-mail: [bmerhi@totalcontractinglimited.com](mailto:bmerhi@totalcontractinglimited.com)

12/18/2014

To: The City Clerk,  
City of Bellaire, Texas  
1<sup>st</sup> Floor of City Hall,  
7008 South Rice Ave.  
Bellaire, TX 77401-4495

Re: Rebuild Bellaire Phase 5A Reconstruction  
BID No. 15-002, HDR Project No. 13-041

Respected Sir/Madam,

Please find the following references of our past projects, and present ongoing construction projects with details.

1. City of Houston (COH): Parker Road Phase -1 (Tied in with I-45 R.O.W) from I-45 to Airline Rd  
Contact Person: Mr. Jeff Chukwu (Project Manager, City of Houston)  
Email: [jeff.chukwu@houstontx.gov](mailto:jeff.chukwu@houstontx.gov)  
Phone No. 832-395-2391
2. City of Houston (COH): Conrad Sauer (Tied in with I-10 R.O.W.)  
Contact Person: Mr. Dotun Ogundare (Project Manager, City of Houston)  
Email: [dotun.ogundare@houstontx.gov](mailto:dotun.ogundare@houstontx.gov)  
Phone No. 832-395-2389
3. City of Houston (COH): Neighborhood Street Reconstruction (NSR) Project No. 440A  
Contact Person: Mr. John Mwandia, P.E. (Project Manager, City of Houston)  
Email: [john.mwandia@houstontx.gov](mailto:john.mwandia@houstontx.gov)  
Phone No. 832-395-2388
4. City of Bellaire: Rebuild Bellaire Phase III Project  
Contact Person: Mr. Terry Maher, P.E. (Senior Project Manager)  
HDR| Claunch & Miller  
Email: [terry.maher@hdrinc.com](mailto:terry.maher@hdrinc.com)  
Phone No. 713-622-9264
5. City of Bellaire  
Contact Person: Mr. Joe Keene  
Director of Public Works  
Email: [jkeene@ci.bellaire.tx.us](mailto:jkeene@ci.bellaire.tx.us)  
Phone No. 713-662-8150
6. City of Houston (COH): Neighborhood Street Reconstruction (NSR) Project No. 455  
Contact Person: Ms. Anh Hunter, P.E. (Project Manager, City of Houston)  
Email: [anh.hunter@houstontx.gov](mailto:anh.hunter@houstontx.gov)



**SUPERIORITY IN CONSTRUCTION**



## TOTAL CONTRACTING LIMITED

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Houston, Texas 77031  
Tel: 713.995.8595  
Fax: 713.995.8644  
E-mail: [bmerhi@totalcontractinglimited.com](mailto:bmerhi@totalcontractinglimited.com)

Phone No. 832-395-2393

7. Metro: Pierce Street from Brazos to Jackson  
Contact Person: Mr. Larry Horst, P.E. (Project Manager, Metro)  
Phone No. 713-739-6018
8. City of West University Place & City of South Side Place: College Avenue and Bellaire Boulevard  
West University Blvd Job No. 06-085/084  
Contact Person: Mr. Todd Calvin, P.E. (Project Manager)  
HDR/Claunch & Miller  
Email: [Steve.Arnold@hdrinc.com](mailto:Steve.Arnold@hdrinc.com)  
Phone No. 713-425-0163
9. Mr. Chris Peifer, P.E. (Director of Public Works and Engineering)  
West University Place  
Email: [cpeifer@westutx.gov](mailto:cpeifer@westutx.gov)  
Phone No. 713-662-5840
10. Mr. John Mwandia, P.E., (Project Manager)  
City of Houston  
On-Call drainage system 2006  
On-Call drainage system 2007  
On-Call drainage system 2008  
Email: [john.mwandia@houstontx.gov](mailto:john.mwandia@houstontx.gov)  
Phone No. 832-395-2388
11. City of Houston (COH): Reconstruction of Parker Road from Airline to Hardy Toll Road  
Project No. WBS No. N-000620-0001-4  
Contact Person: Mr. Dotun Ogundare (Project Manager, City of Houston)  
Email: [dotun.ogundare@houstontx.gov](mailto:dotun.ogundare@houstontx.gov)  
Phone No. 832-395-2389
12. City of Houston: Safe Sidewalk Program 2003  
Project No. WBS No. N-00646H-0003-4  
Contact Person: Ms. Jody Craze (Senior Project Manager, City of Houston)  
Email: [jody.craze@houstontx.gov](mailto:jody.craze@houstontx.gov)  
Phone No. 832-395-2392
13. City of Houston: Kirby Drive- Dorrington to Swift Boulevard  
Project No. GFS No. M-0771-02-3, File No. SM5044-02  
Contact Person: Ms. JoAnne Kamman, P.E. (Senior Project Manager, City of Houston)  
Email: [joanne.kamman@houstontx.gov](mailto:joanne.kamman@houstontx.gov)  
Phone No. 832-395-2394



**SUPERIORITY IN CONSTRUCTION**



## TOTAL CONTRACTING LIMITED

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Houston, Texas 77031  
Tel: 713.995.8595  
Fax: 713.995.8644  
E-mail: [bmerhi@totalcontractinglimited.com](mailto:bmerhi@totalcontractinglimited.com)

14. Jason Tayner  
Harris County  
Pavement Repairs in Precinct4 2007  
Pavement Repairs in Precinct4 2008  
Pavement Repairs in Precinct3 2009  
Pavement Repairs in Precinct2 2010  
Ph: 713-755-1156
15. Pavement Repairs in Fort Bend County  
Darby Harridar, Supervisor  
Ph: 832-473-2991
16. City of Houston (COH): Intersection Paving Improvements  
Project No. WBS No. N-000662-0041-4  
Contact Person: Mr. Jon Van Den Heuvel, P.E. (Project Manager, City of Houston)  
Email: [Jon.VanDenHeuvel@houstontx.gov](mailto:Jon.VanDenHeuvel@houstontx.gov)  
Phone No. 832-395-2371
17. City of Houston (COH): Reconstruction of West Bellfort Blvd.  
Project No. WBS No. N-000764-0001-4  
Contact Person: Ms. Jody Craze (Senior Project Manager, City of Houston)  
Email: [jody.craze@houstontx.gov](mailto:jody.craze@houstontx.gov)  
Phone No. 832-395-2392
18. City of Houston (COH): Aldine Westfield Paving & Drainage from Tidwell to Little York  
Project No. WBS No. N-000577-0001-4  
Contact Person: Mr. Dotun Ogundare (Project Manager, City of Houston)  
Email: [dotun.ogundare@houstontx.gov](mailto:dotun.ogundare@houstontx.gov)  
Phone No. 832-395-2389
19. City of Houston (COH): On-Call Drainage 2012  
Project No. WBS No. M-000126-0074-4  
Contact Person: Mr. Andrew J. Kessinger (Project Manager, City of Houston)  
Email: [andrew.kessinger@houstontx.gov](mailto:andrew.kessinger@houstontx.gov)  
Phone No. 832-395-2395
20. City of Houston (COH): Bellaire Access Management & Widening  
Project No. WBS No. N-T02001-0001-4  
Contact Person: Ms. Jody Craze (Senior Project Manager, City of Houston)  
Email: [jody.craze@houstontx.gov](mailto:jody.craze@houstontx.gov)  
Phone No. 832-395-2392
21. City of Houston (COH): Quiet Zone Work Orders Construction  
Project No. WBS No. N-000817-0002-4  
Contact Person: Mr. Joe Hanak (Project Manager, City of Houston)  
Email: [joe.hanak@houstontx.gov](mailto:joe.hanak@houstontx.gov)  
Phone No. 832-395-2399



**SUPERIORITY IN CONSTRUCTION**



## TOTAL CONTRACTING LIMITED

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Fax: 713.995.8644

E-mail: [bmerhi@totalcontractinglimited.com](mailto:bmerhi@totalcontractinglimited.com)

22. City of Houston (COH): Overlay/ Rehabilitation - Dairy Ashford from Westheimer to Buffalo Bayou  
Project No. WBS No. N-001037-0065-4  
Contact Person: Mr. Willie A. Raymundo (Project Manager, City of Houston)  
Email: [willie.raymundo@houstontx.gov](mailto:willie.raymundo@houstontx.gov)  
Phone No. 832-395-2370
23. City of Bellaire: Rebuild Bellaire Phase 4  
Contact Person: Mr. Terry Maher, P.E. (Senior Project Manager)  
HDR| Claunch & Miller  
Email: [terry.maher@hdrinc.com](mailto:terry.maher@hdrinc.com)  
Phone No. 713-622-9264

If you have any questions or need additional information, please call me at 832.265.8995.

Sincerely

Boutros Merhi  
General Partner



SUPERIORITY IN CONSTRUCTION



# Total Contracting Limited

## Construction Projects Profile

12/18/2014



11203 Bedford  
Houston Texas 77031  
Ph:713-995-8595  
Fax:713-995-8644  
E-mail:[bmerhi@totalcontractinglimited.com](mailto:bmerhi@totalcontractinglimited.com)

No.	Description	Year	Owner	Owner Representative	Contract amount	Liquidated Damages	Public Outreach Program	Two Lane Intersection Signalisation	Drainage & Roadway Construction	Architecture & Pavers	Water Line Size	Pavement Size	Storm Size	Sanitary Size	Depth of utility
<b>Completed Projects</b>															
1	Parker Road Phase-1 (Tied in with I-45 R.O.W.) from I-45 to Airline	2000	COH	Jeff Chukwu, P.E.	\$4,000,000.00	NO L/D	Yes O/P	Yes	Yes	No	12" and 16"	10"	24" to 78"	8"to16"	14'
2	Conrad Sauer (Tied in with I-10 R.O.W.)	2001	COH	Dotun Ogundare, P.E.	\$5,500,000.00	NO L/D	Yes O/P	Yes	Yes	No	12"	8"	10x5 boxes	8"to12"	15'
3	NSR 440A	2003	COH	John Mwandia, P.E.	\$6,700,000.00	NO L/D	Yes O/P	Yes	Yes	No	12"and 8"	8"	24"to 60"	12"to16"	12'
4	Rebuild Bellaire Phase III	2012	Bellaire	Terry Maher, P.E.	\$3,559,637.80	NO L/D	Yes O/P	Yes	Yes	No	8"	8"	24"to 66"	12"	14'
5	NSR-455	2011	COH	Eric Cardwell, P.E.	\$6,588,489.00	L/D \$10,000	Yes O/P	No	Yes		N/A	7"	24"	8"-12"	12'
6	Pierce Street from Brazos to Jackson	2005	Metro	Larry Horst	\$6,500,000.00	NO L/D	Yes O/P	Yes	Yes	Yes	16" to 24"	10"	24"	12"	14'
7	West University	2008	West U	Todd Calvin, P.E.	\$11,395,366.53	NO L/D	Yes O/P	Yes	Yes	Yes	6" to 12"	10"	18" to 9'x6'	12"	18'
8	On-call Drainage	2010	COH	Anh Hunter, P.E.	\$2,000,000.00	NO L/D	Yes O/P	No	Yes	No	8" to 12"	7"to12"	24"to120"	12"	10'
9	On-call Drainage	2007	COH	John Mwandia, P.E.	\$2,000,000.00	NO L/D	Yes O/P	No	Yes	No	8" to 12"	7"to12"	24"to120"	12"	10'
10	Reconstruction of Parker from Airline to Hardy Toll Rd	2010	COH	Dotun Ogundare, P.E.	\$6,588,489.00	NO L/D	Yes O/P	Yes	Yes	No	6" to 12"	8"	24" to 76"	6" to 12"	14'
11	Safe Sidewalk Program 2003	2010	COH	Jody Craze, P.E.	\$1,200,000.00	NO L/D	Yes O/P	No	No	No	N/A	4.5" to 8"	N/A	N/A	N/A
12	Kirby Drive Segment 2	2007	COH	JoAnne M. Kamman, P.E.	\$ 13,000,000.00	Still Open	Yes O/P	Yes	Yes	No	24"	10"	14x12 boxes	12"	18'
13	Intersection Paving Improvements	2012	COH	Jon Van Den Heuvel, P.E.	\$959,635.90	NO L/D	Yes O/P	Yes	Roadway Only	No	N/A	8"	N/A	N/A	N/A
14	Reconstruction of West Bellfort Blvd	2012	COH	Jody Craze, P.E.	\$3,393,644.89	NO L/D	Yes O/P	Yes	Yes	No	8" to 12"	10"	18" to 54"	8" to 18"	10' to 12'
15	Overlay/ Rehab.: Dairy Ashford from Westheimer to Buffalo Bayou	2013	COH	Willie A. Raymundo	\$1,435,550.50	NO L/D	Yes O/P	No	Roadway Only	No	N/A	8"	N/A	N/A	N/A
16	On-call Drainage 2012	2013	COH	Andrew J. Kessinger	\$1,000,000.00	NO L/D	Yes O/P	No	Yes	No	8" to 12"	7" to 12"	18" to 60"	8" to 12"	10' to 12'
17	Aldine Westfield Paving & Drainage: Tidwell to Little York	2013	COH	Dotun Ogundare, P.E.	\$7,989,818.84	NO L/D	Yes O/P	Yes	Yes	No	8" to 12"	10"	8" to 72"	8" to 36"	10' to 12'
18	Fort Bend County Bid 11-007	2013	FBC	Darby Harrington, Supervisor	\$1,000,000.00	NO L/D	Yes O/P	No	Roadway Only	No	N/A	6" to 7"	N/A	N/A	N/A
19	Quiet Zone Work Order Construction	2014	COH	Joe Hanak	\$1,152,100.00	NO L/D	Yes O/P	No	Roadway Only	No	N/A	all thickness	N/A	N/A	N/A
<b>Current Projects</b>															
1	Bellaire Access Management & Widening	Present	COH	Jody Craze, P.E.	\$21,928,949.70		Yes O/P	Yes	Yes	Yes	4" to 30"	7" to 13"	24" to 8'x4'	6" to 24"	10' to 14'
2	Rebuild Bellaire Phase 4	Present	Bellaire	Terry Maher, P.E.	\$ 5,702,990.00		Yes O/P	Yes	Yes	No	4" to 6"	6" to 7"	18" to 48"	6" to 8"	10'
3	NSR 453	Present	COH	Jody Craze, P.E.	\$ 10,154,023.10		Yes O/P	No	Yes	No	2" to 12"	7"	24" to 6'x3'	6" to 12"	5' to 12'





11203 Bedford St.  
Houston, TX 77031  
Voice: 713,995,8595  
Fax: 713,995,8644

E-mail: totacontracting@yahoo.com

Equipment Schedule as of 12/18/2014

Item No.	Year Model	Item Description	Serial No.	Purchase amount
1	1998	Caterpillar 416C Back hoe Loader	4ZN07739	\$49,190.00
2	1998	Hydraulic Breaker 1250	25BTA0585	\$10,850.00
3	2000	Spectra Precision Total Station	Sokkia 012458	\$8,366.52
4	2000	945 Lazer Leveler	12399	\$6,500.00
5	2000	Spectra physics dial grade laser	9867	\$5,412.00
6	2001	Caterpillar 416D backhoe loader	BFP2305	\$54,000.00
7	2002	CAT 320CL Track hoe	ANB0190Z	\$147,980.00
8	2002	CAT D 4 C Dozer	SCS01608	\$76,260.00
9	1985	Intemational 1754 S/A	1HTLBEGM6EHA63440	\$3,500.00
10	2001	Trailer ST/FLAT	GN24-20ED22	\$6,800.00
11	1990	Ford Van F350	1FDKE37H0LHB07560	\$3,000.00
12	2002	Spectra dual slope laser	1681	\$5,995.00
13	2002	spectra laser receiver	130710	\$3,565.00
14	1996	FRHT Dump truck	1FUZYCYBOTH810970	\$25,000.00
15	2002	621D Loader	JEE0134273	\$133,575.09
16	1998	Le Roi Air Compressor	3449X52	\$6,000.00
17	2000	Ford F250 Pick up	3FTNF20F5YMA36313	\$10,000.00
18	1999	Chevy 3500 Van Truck	1GBJG31R0X1100039	\$6,500.00
19	1999	Roller Smooth Drum Roller	152460	\$10,283.75
20	2000	Roller Smooth Drum Roller		\$4,500.00
21	2000	Roller Sheet Foot Roller	CE0420-01	\$29,285.68
22	2003	Dual slope laser		\$5,786.96
23	1998	Ford F150 1/2 Ton	10127037415134800	\$5,000.00
24	2003	Hydro Breaker	25BBB1001	\$10,716.76
25	2003	Land 11203 Bedford Houston Texas 77031		\$76,219.87
26	2004	Hyundai loader HL740-7	LF0110225	\$107,000.00
27	1999	John Dear dozer 550LPG	T0550GL876796	\$45,000.00
28	1997	Ford F350XL Flatbed Truck	1FDKF37F2VEC96339	\$5,000.00
29	2004	Case Excavator CX240	DAC0724284	\$154,620.00
30	2004	Steel Plates	Steel Plates	\$13,000.00
31	2004	Laser / receiver	4379 / 5830 / 80583	\$8,140.00
32	2004	KENT Backhoe Breaker Large Model: KF9	F9-3421	\$6,264.00
33	2000	Arrow Board	N/A	\$1,500.00
34	2000	Arrow Board	N/A	\$1,500.00
35	2005	Hyundai Excavator R410LC-7	N40611818	\$100,000.00
36		Modular Building	448052349T	\$24,310.00
37		Modular Building	448052350T	\$24,310.00
38	2006	Two 2" * 25 foot Steel Plates	N/A	\$36,000.00
39	2006	four 11/2 *25 foot steel plate	N/A	\$24,500.00
40	2006	Hydraulic Hammer		\$55,000.00
41	2006	Leiber Excavator	309-17752	\$684,000.00
42	2007	Hyundai Excavator 500	10009B, 164419	\$325,000.00
43	2006	Trench Box	4-2542	\$16,778.75
44	2006	Pipe Lazer	11511	\$4,157.89
45	2006	Chipping Hammer	SR000	\$459.00
46	2006	Multi Quip Welding Machine Model No. GAW 180HE	5561729	\$2,985.54

Attachment: Rebuild Bellaire Phase 5A Letter of Recommendation (1130 : Rebuild Bellaire Phase 5A Bid Award - Construction)

47	2006	Pipe puller Safe-T- SHO	SPP10138	\$14,613.75
48	2006	Multi Quip Concrete Saw Model SP1	BF0304462	\$974.25
49	2006	Vib Plate MD 3400 LB	1.01631E+11	\$1,839.17
50	2006	Trench Box	4-2542	\$16,778.75
51	2006	Four 18 foot Spreader bar	9405655	\$2,868.62
52	2006	Cat Back-hole 416E	SH00210 N6C410053	\$65,000.00
53	2001	GMC truck	4KDB4B1R41J803178	\$6,000.00
54		IR 12 UWB Air tagque w/ cable		\$22,461.88
55		Bobcat 753	515549441	\$14,100.15
56	2001	Ford F-350	1FDSF35L11EC01580	\$5,000.00
57	2008	Cat 250 Reclaimer Stabilizer Model: RM250C	AWG00378	\$178,000.00
58	2004	Bomag Roller Model: BW177D-3	901581061618	\$11,500.00
59	2004	Bomag Roller Model: BW145PDH-3	901581491045	\$16,000.00
60	2004	John Dear dozer 450H-LT	T0450HX935108	\$40,000.00
61		Case Backhoe 580-MWET	N5C388002	\$25,000.00
62		Hydraulic Breaker SB450	KAL000896	\$4,000.00
63	2005	Case Backhoe 580-M-D/L	N5C388475	\$25,500.00
64	2004	Sullair Compressor Model: 185DPQ	004-144853	\$3,500.00
65	2005	Target Saw Concrete Model: PRO 35III	432425	\$5,045.00
66	2008	Ford F450	VIN 1FDXE45S58DA54590	\$43,437.08
67	2008	Ford 450	VIN 1FDXF46R68EC66465	\$47,949.85
68	2002	Case Backhoe Model: 580SM2	N5C388835	\$0.00
69	2002	Case Backhoe Model: 580SM2	N6C413274	\$0.00
70	2008	Ford 550	VIN 1FDAF56R38ED41957	\$52,768.71
71	2005	Hyundai HL 757 TM-7	LD0210024	\$60,000.00
72	2009	Wacker Model: WP1550AW	6669215	\$1,815.00
73	2004	John Deere Dozer Low Ground Press 70HP Model:450 LGP	T0450HX928018	\$38,000.00
74	2009	Rice-Hydro Hydrostatic Test Pump Model: 11 GPM 550	30205	\$2,597.23
75	2006	Dyna Pac Vib Plate MD 3400LB Impact Model: LF90	29014766	\$675.00
76	2004	Speedshore Trench Box 8'x12' w/4"-Wall Model: TS-0812DW4	4 - 2512	\$4,500.00
77	2004	Speedshore Trench Box 8'x12' w/4"-Wall Model: TS-0812DW4	3 - 2429	\$4,500.00
78	2003	Bomag Roller Model: DW445PD-2	101581231043	\$15,500.00
79	2008	Hyundai R217-7A TX EXCAVATOR	N61210400	\$125,000.00
80	2008	Hyndai Loader 740-7A HL	LF0710270	\$109,000.00
81	2005	Hyundai R210LC-7 Excavator	SN N60613372	\$42,000.00
82	2008	HYUNDAI HL757-7 TOOL MASTER	SN: LD0710147	\$79,000.00
83	2007	LAY-MOR 8HC BROOM	SN: 32145	\$11,366.25
84	2005	CHEVY PK	VIN: 1GBJC34U55E253114	
85	2005	BACKHOE- 4WD 12-15' MAKE: CASE	SERIAL NO. N5C391043	\$30,000.00
86	2006	HYUNDAI R210LC-7 EXCAVATOR	SERIAL NO. N80613446	\$49,414.12
87	2010	HYANDAI TRACKHOE	SERIEL NO. HQ403CB0000269	\$123,589.30
88	2010	FORD F150 PU	VIN: 1FTEW1C88AKE28819	\$28,369.44
89	2011	CHEVROLET CRUZE	VIN: 1G1PF5S95B7216922	\$19,370.02
Grand Total				\$3,630,045.38

**Total Contracting Limited**

11203 Bedford

Houston, TX 77031

Phone No. 713.995.8595

Fax No. 713.995.8644

Email: totalcontracting@yahoo.com

**Re: Rebuild Bellaire Phase 5A, City of Bellaire**  
**Bid No. 15-002; HDR Project No. 13-041**  
**List of Subcontractors and Suppliers**

Name of Subcontractor/ Supplier	Address of Subcontractor/ Supplier	Major Portions of the Work
Hanson Pipe & Precast	11201 FM 529, Houston, TX 77041	Storm Sewer Pipe and Structure Supply, Sanitary Structure Supply
Professional Traffic Control LLC	222 W. Little York, Houston, TX 77076	Traffic Control, Flagmen, Pavement Markings, Sign Removal and Installation
Semarck Landscape Services, Inc.	7827-A HARMS ROAD, HOUSTON, TX 77041	Tree and Plant Removal, Protection and Maintenance; Landscaping

**TOTAL CONTRACTING LIMITED**  
**FINANCIAL STATEMENTS**  
**AND SUPPLEMENTAL SCHEDULES**  
**DECEMBER 31, 2013**

**TOTAL CONTRACTING LIMITED**

**DECEMBER 31, 2013**

**TABLE OF CONTENTS**

INDEPENDENT AUDITOR'S REPORT	PAGE 1
BALANCE SHEET – EXHIBIT – A	2 - 3
STATEMENT OF CHANGES IN EQUITY - EXHIBIT – B	4
STATEMENT OF INCOME – EXHIBIT – C	5
STATEMENT OF CASH FLOWS – EXHIBIT – D	6 -7
NOTES TO FINANCIAL STATEMENTS	8 -15
SCHEDULE OF GENERAL AND ADMINISTRATIVE EXPENSES – SCHEDULE 1	16
SCHEDULE OF COMPLETED CONTRACTS – SCHEDULE – 2	17
SCHEDULE OF CONTRACTS IN PROGRESS – SCHEDULE - 3	18
COMPARATIVE STATEMENT OF INCOME – SCHEDULE – 4	19

# **JERRY T. PAUL**

*Certified Public Accountant*

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Houston, TX 77027-7169  
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jerrypaulcpa@sbcglobal.net

## **INDEPENDENT AUDITOR'S REPORT**

To the Partners of Total Contracting Limited  
Houston, Texas

### **Report on the Financial Statements**

We have audited the accompanying financial statements of Total Contracting Limited which comprise the balance sheet as of December 31, 2013, and the related statements of income, changes in equity, and cash flows for the year then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

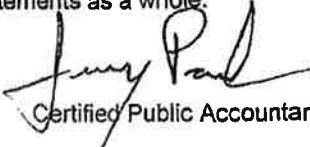
An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risks assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Total Contracting Limited as of December 31, 2013, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Our audit was conducted for the purpose of forming an opinion on the basic financial statements taken as a whole. The information included in the accompanying Schedules 1, 2, 3, and 4 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly as the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements, and other additional procedure in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements as a whole.

  
Certified Public Accountant

Houston, Texas  
February 10, 2014



EXHIBIT – A

TOTAL CONTRACTING LIMITED  
BALANCE SHEET  
DECEMBER 31, 2013

ASSETS

CURRENT ASSETS :

Cash		\$ 3,186,076
Accounts Receivable:		
Contracts Receivables	\$ 2,046,336	
Retainage	<u>844,161</u>	2,890,497
Costs and Estimated Earnings In Excess of		
Billings on Uncompleted Contracts		153,108
Prepaid Expenses		<u>37,448</u>
<u>TOTAL CURRENTS ASSETS</u>		\$ 6,267,129

PROPERTY AND EQUIPMENT :

Land		93,244
Machinery and Equipment		4,226,086
Automobiles and Trucks		779,284
Furniture and Fixtures		20,188
Building		65,074
New Office Building Under Construction		<u>139,815</u>
		5,323,691
Less- Accumulated Depreciation		<u>3,786,872</u>
<u>TOTAL PROPERTY AND EQUIPMENT</u>		1,536,819

OTHER ASSETS:

Investment – Land	<u>732,877</u>	
<u>TOTAL OTHER ASSETS</u>		732,877

<u>TOTAL ASSETS</u>		<u>\$ 8,536,825</u>
---------------------	--	---------------------

See Accompanying Notes to Financial Statements.

EXHIBIT – A  
(CONTINUED)

TOTAL CONTRACTING LIMITED  
BALANCE SHEET  
DECEMBER 31, 2013

LIABILITIES

CURRENT LIABILITIES:

Accounts and Credit Cards Payable	\$ 1,180,630
Accrued Expenses	111,873
Current Portion of Long – Term Debt	463,244
Taxes Payable- State	16,483
Deferred State Tax Payable	22,000
Billings in Excess of Costs and Estimated Earnings on Uncompleted Contracts	<u>526,544</u>

TOTAL CURRENT LIABILITIES \$ 2,320,774

LONG TERM DEBT:

Notes Payable Equipment	1,144,088
Less- Current Portion	<u>463,244</u>

TOTAL LONG TERM DEBT 680,844

TOTAL LIABILITIES 3,001,619

PARTNERS' CAPITAL

PARTNERS' CAPITAL 5,535,207

TOTAL PARTNERS' CAPITAL 5,535,207

TOTAL LIABILITIES AND TOTAL PARTNERS' CAPITAL \$ 8,536,825

See Accompanying Notes to Financial Statements.

EXHIBIT – B

TOTAL CONTRACTING LIMITED  
STATEMENT OF CHANGE IN EQUITY  
FOR THE YEAR ENDED DECEMBER 31, 2013

<u>PARTNERS' CAPITAL</u> – Beginning of Year	\$ 5,003,615
<u>ADD</u> – Net Income for the Year Ended December 31, 2013	1,606,473
<u>LESS</u> – Partners Distributions	<u>1,074,881</u>
<u>PARTNERS' CAPITAL – DECEMBER 31, 2013</u>	<u>\$ 5,535,207</u>

See Accompanying Notes to Financial Statements.

EXHIBIT – C

TOTAL CONTRACTING LIMITED  
STATEMENT OF INCOME  
FOR THE YEAR ENDED DECEMBER 31, 2013

	<u>EARNED</u>	<u>COST</u>	<u>GROSS PROFIT</u>
<u>CONTRACT INCOME:</u>			
Contracts Completed During the Year	\$ 5,308,339	\$ 4,541,377	\$ 766,962
Contracts in Progress at December 31, 2013	<u>9,908,310</u>	<u>8,290,855</u>	<u>1,617,455</u>
<u>TOTAL CONTRACT INCOME</u>	<u>\$ 15,216,649</u>	<u>\$ 12,832,232</u>	2,384,417
<u>OTHER INDIRECT JOB COSTS</u>			<u>282,337</u>
<u>GROSS PROFIT FROM OPERATIONS</u>			2,102,080
<u>GENERAL AND ADMINISTRATIVE EXPENSES</u>			<u>509,816</u>
<u>INCOME FROM OPERATIONS</u>			1,592,264
<u>OTHER EXPENSES (INCOME):</u>			
Interest		(9,533)	
Gain on Sale of Assets		(43,579)	
Interest Expense		13,629	
Other Expenses		<u>6,791</u>	<u>(32,692)</u>
<u>INCOME BEFORE TAX PROVISION</u>			1,624,956
<u>TAX PROVISION:</u>			
State Current		16,483	
State Deferred		2,000	
Federal		<u>NONE</u>	<u>18,483</u>
<u>NET INCOME</u>			<u>\$ 1,606,473</u>

See Accompanying Notes to Financial Statements.

EXHIBIT – D

TOTAL CONTRACTING LIMITED  
STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED DECEMBER 31, 2013

CASH FLOWS FROM OPERATING ACTIVITIES:

Net Income (Loss)		\$ 1,606,473
Adjustments to Reconcile Net Income to Net Cash Provided (Used) by Operating Activities:		
Depreciation	\$ 513,077	
Gain on Sale of Fixed Assets	(43,579)	
(Increase) Decrease in Assets:		
Accounts Receivable	(309,946)	
Prepaid Expenses	24,143	
Underbillings	(12,696)	
Increase (Decrease) in Liabilities:		
Accounts and Retainages Payable	352,817	
Accrued Expenses	106,620	
Overbillings	(249,983)	
Accrued Taxes Payable	<u>2,694</u>	

<u>TOTAL ADJUSTMENTS</u>		<u>383,147</u>
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<u>NET CASH FLOWS FROM OPERATING ACTIVITIES</u>		1,989,620
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CASH FLOWS FROM INVESTING ACTIVITIES:

Purchase of Fixed Assets	(329,903)
Purchase of Investment Land	(207,841)
Proceeds from Sale of Fixed Assets	<u>43,579</u>

<u>NET CASH USED BY INVESTING ACTIVITIES</u>	(494,165)
--	-----------

See Accompanying Notes to Financial Statements.

EXHIBIT – D

TOTAL CONTRACTING LIMITED  
STATEMENT OF CASH FLOWS (CONTINUED)  
FOR THE YEAR ENDED DECEMBER 31, 2013

CASH FLOWS FROM FINANCING ACTIVITIES:

Installment Note Payments	(390,739)
Distributions to Partners	<u>(1,074,881)</u>

NET CASH USED BY FINANCING ACTIVITIES (1,465,620)

NET INCREASE IN CASH 29,835

CASH AT THE BEGINNING OF YEAR 3,156,241

CASH AT THE END OF THE YEAR \$ 3,186,076

SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:

CASH PAID DURING THE YEAR FOR:

Interest	\$ 9,533
Taxes	20,789

NONCASH INVESTING, FINANCING AND OPERATING ACTIVITIES:

Vehicles and Equipment	\$ 127,497
Investment Land	525,036

See Accompanying Notes to Financial Statements.



**TOTAL CONTRACTING LIMITED**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2013**

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The following items comprise the significant accounting policies of Total Contracting Limited (the Company). The policies reflect industry practices and conform to accounting principles generally accepted in the United States of America.

**BUSINESS ACTIVITY** – The Company was organized as a Texas Limited Partnership in 2000. The Company's major scopes of construction operations include streets, sidewalks, water, storm, and sewer projects. The construction work is performed under unit-price contracts modified by incentive provisions. The projects are primarily located in Harris County, Texas. The lengths of the contracts vary but are typically less than one year.

**USE OF ESTIMATES** - Management uses estimates and assumptions in preparing these financial statements in accordance with accounting principles generally accepted in the United States of America. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from the estimates that were used.

The Company has calculated and determined its revenue earned for this year ended December 31, 2013, and the effect on several asset and liability amounts based on the common industry standard revenue determination formula of actual costs to date, compared to total estimated job costs.

Due to uncertainties relating to future performance as the contracts are completed, it is at least reasonably possible that estimated job costs, in total or on individual contracts, will be revised.

**REVENUE AND COST RECOGNITION** – The Company recognizes revenues from fixed-price construction contracts on the percentage of completion method, measured by the percentage of cost incurred to date to estimated total cost for each contract. That method is used because management considers total cost to be the best available measure of progress on the contracts. Because of the inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change within the near term.

**TOTAL CONTRACTING LIMITED**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2013**

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES-(CONTINUED)**

**REVENUE AND COST RECOGNITION – (CONTINUED)**

Contract costs include all direct material and labor costs and those indirect costs related to contract performance, such as payroll taxes and insurance. Selling, general, and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined.

Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income, which are recognized in the period in which the revisions are determined. Changes in estimated job profitability resulting from job performance, job conditions, contract penalty provisions, claims, change orders, and settlements, are accounted for as changes in estimates in the current period.

The asset, "Costs and estimated earnings in excess of billings on uncompleted contracts," represents revenues recognized in excess of amounts billed. The liability, "Billings in excess of costs and estimated earnings on uncompleted contracts," represents billings in excess of revenues recognized.

**FAIR VALUE OF FINANCIAL INSTRUMENTS** - Financial instruments consist of cash, accounts receivable, accounts payable, accrued expenses and notes payable and are stated at fair market value at December 31, 2013.

**INCOME TAXES** – The income of the partnership will be taxed to the individual partners on their proportionate share of the partnerships net income.

**PROPERTY AND EQUIPMENT AND DEPRECIATION** – Property and equipment are recorded at cost. Expenditures for major renewals and improvements are capitalized, while repairs and maintenance which do not improve or extend the life of such assets are charged to operations as incurred. When properties are disposed of, any resulting in gain or loss is reflected in nonoperating income.

**TOTAL CONTRACTING LIMITED**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2013**

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES- (CONTINUED)**

**PROPERTY AND EQUIPMENT AND DEPRECIATION – (CONTINUED)**

Depreciation is computed using the straight-line method over the estimated useful life of the assets. Depreciation expense for the year was \$513,077.

<u>DESCRIPTION</u>	<u>YEARS</u>
Furniture, Fixtures and Equipment	5-7
Automotive Equipment	5
Machinery and Equipment	5
Buildings	39

**COMPARATIVE STATEMENTS** - The Company experiences significant changes in timing, size and type of jobs from year to year. Because of the effect of such differences on the balance sheet and the statement of operations and changes in financial position, comparative statements would not be completely valid without additional explanations which would detract from the clarity of the financial report. Therefore, comparative statements have not been included in this report.

**CASH AND CASH EQUIVALENTS** – Amounts included in cash and cash equivalents consists of cash on hand, unrestricted cash deposits with banks, investments in money market mutual funds, and short term (three months or less) securities of governmental agencies.

**2. CONTRACT RECEIVABLES**

Contract Receivables consists of:

Billed	
Completed Contracts	\$ 655,799
Contracts in Progress	1,390,537
Retainage	844,161
Unbilled	NONE
	<u>\$ 2,890,497</u>

The contract billings and retainage receivables accounts of the Company represent amounts due for work performed under various contract jobs. The majority of these accounts are due from municipal entities in the Harris County, Texas area.

**TOTAL CONTRACTING LIMITED**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2013**

**2. CONTRACT RECEIVABLES- (CONTINUED)**

Contract receivables are carried at the outstanding amount due less an allowance for doubtful accounts, if an allowance is deemed necessary. Allowance for doubtful accounts are established when there is a basis to doubt the fully collectability of the contracts receivable. On a periodic basis, the companies evaluate their contracts receivable and determine the requirement for an allowance, based on its history of past write-offs, collections and current conditions. When a contract receivable is ultimately determined to be uncollectible and due diligence for collection has taken place, the contract receivable is written-off.

**3. CONTRACT JOBS IN PROGRESS**

Information with respect to contracts in progress follows:

Costs incurred on uncompleted contract jobs	\$ 11,468,618
Estimated Earnings	<u>2,337,940</u>
	13,806,558
Billings to date	<u>14,179,993</u>
	<u>\$ 373,435</u>

Included in the accompanying balance sheet under the following captions:

Billings in excess of costs and estimated earnings on contract jobs in progress	\$ 526,544
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Costs and estimated earnings in excess of billings on contract jobs in progress	<u>153,108</u>
	<u>\$ 373,435</u>

**4. INCOME TAXES**

The Company was organized as a limited partnership and taxable income is reported on the federal tax returns of the individual partners. Accordingly, no provision has been made for federal income tax in the accompanying financial statements. The Company was required to switch to the percentage completion method because its prior three year volume average was over \$10M. All contracts entered into after 12-31-12 requires the use of the percentage of completion method. The Company also uses a different method for tax depreciation.

**TOTAL CONTRACTING LIMITED**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2013**

**4. INCOME TAXES- (CONTINUED)**

Current year partner taxable income for 2013 will be as follows:

**CURRENT TAXABLE INCOME**

Income before taxes		\$ 1,624,956
Contract income adjustment:		
Prior year contract income not recognized	\$ 1,470,353	
Less – Current year contract income deferred	<u>2,232,885</u>	(762,532)
Depreciation adjustment:		
Excess of tax depreciation over book		<u>(9,263)</u>
Taxable Income		<u>\$ 853,161</u>
Federal tax provision		None
State tax provision:		
Current		\$ 16,483
Deferred		<u>2,000</u>
		<u>\$ 18,483</u>

Included as supplemental information is a calculation of the current year income tax expense of Total, were it a regular corporation for the year.

**PROVISION FOR CURRENT TAXES**

Taxable Income	<u>\$ 853,161</u>
Provision for current state taxes	16,483
Provision for current taxes at regular corporate rates	285,000
Total Provision	<u>\$ 301,483</u>

The Company's income tax filings are subject to audit by various taxing authorities. The Company's open audit periods are years ended 12/31/10, 12/31/11, 12/31/12, and 12/31/13. In evaluating the Company's tax provisions and accruals, future taxable income, and the reversal of temporary differences, interpretations and tax planning strategies are considered. The Company believes its estimates are appropriate based on current facts and circumstances.

**TOTAL CONTRACTING LIMITED**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2013**

**5. LONG - TERM DEBT**

Details of outstanding loans by the Company at December 31, 2013 are as follows:

<u>LENDER</u>	<u>COLLATERAL</u>	<u>MATURITY DATE</u>	<u>INTEREST RATE</u>	<u>MONTHLY PAYMENT</u>	<u>BALANCE</u>
<b><u>EQUIPMENT NOTES:</u></b>					
Trinity	2010 Hyundai Excavator	08/14	0.00%	3,433	\$ 27,464
Prosperity Bank	2013 Chevy	04/16	3.99%	357	9,502
Ford Motor Credit	2010 Ford F150	08/14	4.54%	788	5,379
Prosperity Bank	CAT Rotary Mixer	12/16	4.00%	2,955	100,000
Ford Motor Credit	2013 Ford F150	10/16	5.99%	836	26,095
Toyota Motor	2013 Lexus	01/14	3.49%	2,107	1,986
Toyota Motor	2013 Tundra	08/15	0.00%	1,674	31,811
Wells Fargo	2 Hyundai Excavators	07/15	0.97%	13,291	237,417
Wells Fargo	Hyundai Wheel Loader	09/15	0.00%	3,898	81,858
Prosperity Bank	2013 Ford F350	07/15	3.75%	907	17,531
Prosperity Bank	Leeboy Motor Grader	08/15	4.00%	3,170	61,136
Prosperity Bank	Case Loader Back	03/15	3.75%	1,829	26,708
					\$ 626,887
<b><u>LAND INVESTMENT NOTE:</u></b>					
Prosperity Bank	4.7 acres land Beltway 8 Houston, Texas	11/18	4.50%	9,803	517,201
Total Long-Term Debt					\$ 1,144,088



**TOTAL CONTRACTING LIMITED**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2013**

**5. LONG – TERM DEBT- (CONTINUED)**

Maturities on long term debt are as follows:

December 31, 2014	\$ 463,244
December 31, 2015	316,595
December 31, 2016	149,527
December 31, 2017	110,229
December 31, 2018	<u>104,493</u>
	<u>\$ 1,144,088</u>

**6. NOTE PAYABLE – LINE OF CREDIT**

The Company has a \$3,000,000 line of credit at Prosperity Bank. Based on certain terms and conditions, the bank will advance up to 70% of the Company's eligible accounts receivable, not to exceed \$3,000,000. The interest rate on this loan is prime plus 2% with a minimum interest rate of 5.5% and interest payments due monthly. The loan matures on November 17, 2014. The loan is guaranteed by the partner, Boutros Merhi. There was no activity for the year or an outstanding balance on the line at December 31, 2013.

**7. BACKLOG**

The following schedule shows a reconciliation of backlog representing signed contracts in existence as of December 31, 2013:

Balance at beginning of year	\$ 23,693,673
New Contracts and adjustments	<u>6,842,067</u>
	30,535,740
Less: Contract Revenue Earned	<u>15,216,649</u>
Backlog balance at end of year	<u>\$ 15,319,091</u>

**8. CONCENTRATION OF CREDIT RISK**

The Company maintains its banks accounts at one bank and has deposits in excess of \$250,000 with the bank. Deposits in excess of \$250,000 are not insured by the Federal Deposit Insurance Corporation in case of failure of the bank.

The contract billing and retainage receivable accounts of the company represent amounts due for work performed under various contract jobs. The majority of these accounts are due from municipalities in Harris County, Texas.

**TOTAL CONTRACTING LIMITED**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2013**

**9. LEASE AGREEMENT**

The Company is building a new office building as it is temporarily leasing office space under an operating lease that ends August 14, 2014. At December 31, 2013, the minimum lease payment under the term of the lease agreement is as follows:

Year Ending December 31, 2014	\$ <u>10,770</u>
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**10. CONTINGENCIES**

The Company customarily warrants its work to be free from defects in material and workmanship. The term and extent of those warranties varies from contract to contract. Historically, the costs associated with warranties have not been significant and, if incurred, are accounted for as period costs.

The Company is contingently liable to a surety insurance company under a general indemnity agreement. The Company agrees to indemnify the surety for any payment made on contracts of the surety ship, guaranty or indemnity. The Company believes that all contingent liabilities will be satisfied by their performance on the specific bonded contracts.

The Company is in a dispute with the City of Houston on two of its jobs. The City has assessed liquidating damages on the two jobs and the Company is protesting the assessments and additionally has filed a claim for additional cost incurred as the result of differing site conditions and delays caused by the City. It is the opinion of management that the dispute will be settled with no negative impact to the Company. The Company does not record claim revenue until the final amount is agreed upon and approved. The receivables on these two jobs are \$461,327 and are included in accounts receivables – completed jobs.

**11. SUBSEQUENT EVENTS**

The Company has evaluated subsequent events through February 10, 2014 which is the date the financial statements were available to be issued, and has concluded that no such events or transactions took place which would require disclosure herein.

SCHEDULE – 1

TOTAL CONTRACTING LIMITED  
SCHEDULE OF GENERAL AND ADMINISTRATIVE EXPENSES  
FOR THE YEAR ENDED DECEMBER 31, 2013

GENERAL AND ADMINISTRATIVE EXPENSES:

Accounting	\$ 17,050
Auto and Truck Expenses	6,981
Bank Charges	3,173
Bid Expenses	150
Contributions	17,354
Depreciation	2,910
Dues and Subscriptions	2,806
Entertainment	21,051
Janitorial	5,212
Maintenance and Repairs	17,292
Medical	2,563
Miscellaneous	9,113
Office Supplies and Expenses	14,424
Payroll Expenses and Taxes	284,402
Postage and Printing	552
Professional	15,652
Rent	3,457
Repairs	2,444
Security	8,511
Taxes	35,028
Travel	7,051
Utilities	32,640

TOTAL \$ 509,816

See Auditor's Report on Supplemental Information.

SCHEDULE -2

TOTAL CONTRACTING LIMITED  
CONTRACTS IN PROGRESS  
DECEMBER 31, 2013

DESCRIPTION	JOB TO DATE				MANAGEMENT ESTIMATES							
	CONTRACT AMOUNT	BILLED TO DATE	BALANCE	COST TO DATE	COST TO COMPLETE	ESTIMATED TOTAL COST	ESTIMATED PROFIT	% COMPLETE	ESTIMATED EARNINGS	UNDER BILLINGS	OVER BILLINGS	ESTIMATED REVENUE
CITY OF HOUSTON QUIET ZONE WORK ORDERS	1,200,000	462,345	737,655	252,711	547,289	800,000	400,000	31.6%	126,356	-	83,279	379,067
CITY OF HOUSTON BELLAIRE BLVD. ACCESS MANAGEMENT & WIDENING	22,222,659	12,611,351	9,611,308	10,061,556	8,313,933	18,375,489	3,847,170	54.8%	2,106,530	-	443,265	12,168,086
CITY OF BELLAIRE REBUILD BELLAIRE AVE. PHASE 4	5,702,990	1,106,297	4,596,693	1,154,351	4,072,919	5,227,270	475,720	22.1%	105,054	153,108	-	1,259,405
TOTALS	<u>\$ 29,125,649</u>	<u>\$ 14,179,993</u>	<u>\$ 14,945,656</u>	<u>11,468,618</u>	<u>\$ 12,934,141</u>	<u>\$ 24,402,759</u>	<u>\$ 4,722,890</u>		<u>2,337,940</u>	<u>\$ 153,108</u>	<u>\$ 526,544</u>	<u>13,806,558</u>
LESS-AMOUNTS RECOGNIZED IN PRIOR YEAR				(3,177,763)					(720,485)			(3,898,248)
				<u>\$ 8,290,855</u>					<u>\$ 1,617,455</u>			<u>\$ 9,908,310</u>

See Auditor's Report on Supplemental Information

SCHEDULE-3

TOTAL CONTRACING LIMITED  
SCHEDULE OF COMPLETED CONTRACTS  
FOR THE YEAR ENDED DECEMBER 31, 2013

DESCRIPTION	JOB TOTALS			PRIOR PERIODS			CURRENT PERIOD		
	JOB REVENUE	JOB COST	GROSS PROFIT	JOB REVENUE	JOB COST	GROSS PROFIT	JOB REVENUE	JOB COST	GROSS PROFIT
CITY OF HOUSTON ALDINE WESTFIELD PAVING IMPROVEMENTS TIDWELL TO LITTLE YORK	\$ 7,946,190	\$ 7,440,736	\$ 505,454	\$ 5,161,637	\$ 4,644,816	\$ 516,821	\$ 2,784,553	\$ 2,795,920	\$ (11,367)
CITY OF HOUSTON FY 2012 LOCAL DRAINAGE WORK ORDERS	996,661	628,983	367,678	464,556	325,189	139,367	532,105	303,794	228,311
CITY OF HOUSTON OVERLAY/REHABILITATION DAIRY ASHFORD FROM WESTHEIMER TO BUFFALO	1,401,907	931,677	470,230	336,206	242,526	93,680	1,065,701	689,151	376,550
FORT BEND COUNTY CONCRETE PAVEMENT REHAB WORKORDERS	917,881	681,826	236,055	-	-	-	917,881	681,826	236,055
MISCELLANEOUS AND CLOSED JOBS	8,099	70,686	(62,587)				8,099	70,686	(62,587)
TOTALS	<u>\$ 11,270,738</u>	<u>\$ 9,753,908</u>	<u>\$ 1,516,830</u>	<u>\$ 5,962,399</u>	<u>\$ 5,212,531</u>	<u>\$ 749,868</u>	<u>\$ 5,308,339</u>	<u>\$ 4,541,377</u>	<u>\$ 766,962</u>

See Auditor's Report on Supplemental Information

SCHEDULE-4

**TOTAL CONTRACTING LIMITED  
COMPARATIVE INCOME STATEMENT  
FOR THE YEARS ENDED DECEMBER 31, 2013, 2012, 2011, 2010 AND 2009**

	DOLLAR AMOUNTS					PERCENTAGES				
	2013	2012	2011	2010	2009	2013	2012	2011	2010	2009
<u>REVENUES</u>	\$ 15,216,649	\$ 12,852,670	\$ 8,463,748	\$ 10,162,607	\$ 10,346,638	100.0%	100.0%	100.0%	100.0%	100.0%
<u>COST OF REVENUE</u>	13,114,569	11,275,511	6,348,162	8,937,157	8,768,058	86.2%	87.7%	75.0%	87.9%	84.7%
<u>GROSS PROFIT</u>	2,102,080	1,577,159	2,115,586	1,225,450	1,578,580	13.8%	12.3%	25.0%	12.1%	15.3%
<u>GENERAL AND ADMINISTRATIVE</u>	509,816	377,177	568,549	410,869	113,369	3.4%	2.9%	6.7%	4.0%	1.1%
<u>INCOME (LOSS) FROM OPERATIONS</u>	1,592,264	1,199,982	1,547,037	814,581	1,465,211	10.5%	9.3%	18.3%	8.0%	14.2%
<u>OTHER INCOME</u>	53,112	75,078	18,924	47,928	73,292	0.3%	0.6%	0.2%	0.5%	0.7%
<u>OTHER DEDUCTIONS</u>	20,420	12,649	40,354	13,339	-	0.1%	0.1%	0.5%	0.1%	0.0%
<u>INCOME (LOSS) BEFORE TAXES</u>	1,624,956	1,262,411	1,525,607	849,170	1,538,503	10.7%	9.8%	18.0%	8.4%	14.9%
<u>PROVISION FOR TAXES</u>	18,483	15,789	22,898	11,473	14,355	0.1%	0.1%	0.3%	0.1%	0.1%
<u>NET INCOME BEFORE NONCONTROLLED INTERESTS</u>	1,606,473	1,246,622	1,502,709	837,697	1,524,148	10.6%	9.7%	17.8%	8.2%	14.7%
<u>NON CONTROLLED INTERESTS (EARNINGS) LOSS</u>	-	-	-	(4,164)	(6,532)	0.0%	0.0%	0.0%	0.0%	-0.1%
<u>NET INCOME</u>	\$ 1,606,473	\$ 1,246,622	\$ 1,502,709	\$ 833,533	\$ 1,517,616	10.6%	9.7%	17.8%	8.2%	14.7%

See Auditor's Report on Supplemental Information



BID BOND

STATE OF TEXAS

SURETY'S NO. BB2011

COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_

TOTAL CONTRACTING LIMITED

\_\_\_\_\_ (hereinafter called the "Principal"), as Principal,  
and LIBERTY MUTUAL INSURANCE COMPANY

\_\_\_\_\_ (hereinafter  
called the "Surety"), as Surety, are held and firmly bound unto the  
City of Bellaire, Texas (hereinafter called the "Obligee"), in the  
amount of TEN PERCENT OF GREATEST AMOUNT BID

\_\_\_\_\_ Dollars  
(\$ 10% G.A.B.), for the payment whereof the said Principal

and Surety bind themselves and their heirs, administrators, execu-  
tors, successors and assigns, jointly and severally, firmly by these  
presents.

WHEREAS, the Principal has submitted a Bid or Proposal to  
enter into a certain written Contract with the Obligees to \_\_\_\_\_

Rebuild Bellaire Phase 5A in City of Bellaire, Texas

Bid No. 15-002, HDR Project No. 13-041

NOW, THEREFORE, the condition of this obligation is such  
that if the said Principal shall faithfully enter into such written  
Contract, then this obligation shall be void but otherwise, shall  
remain in full force and effect.

Bidder hereby agrees to commence the work on the above project on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 426 consecutive calendar days thereafter as stipulated in the specifications and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages the sum of \$ 1,200 for each consecutive calendar day in excess of the time set forth hereinabove for completion of this project, all as more fully set forth in the General Conditions of the contract documents.

Bidder understands and agrees that this bid proposal shall be completed and submitted in accordance with the General Instructions to Bidders.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any formality in the bidding.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

The undersigned Bidder hereby declares that he has visited the site of the work and has carefully examined the plans, specifications and contract documents pertaining to the work covered by this bid, and he further agrees to commence work on or before the date specified in the written notice to proceed and to substantially complete the work on which he has bid, as provided in the contract documents.

Enclosed with this proposal is a cashier's check or certified check for N/A Dollars (\$ N/A ) or a bid bond in the sum of TEN PERCENT OF GREATEST AMOUNT BID (\$ 10% G.A.B. ), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the proposal is accepted by the Owner and the undersigned fails to execute the necessary contract documents and the required bonds (if any) with the Owner within ten (10) days after the date of receipt of written notification of acceptance of said proposal; otherwise said check or bond shall be returned to the undersigned upon demand.

Bidder understands and agrees that the contract to be executed by Bidder shall be bound and include all contract documents made available to him for his inspection in accordance with the Notice to Bidders.

TOTAL CONTRACTING LIMITED

Bidder

By: 

Signature

Type or Print:

Bidder's  
Name: TOTAL CONTRACTING LIMITED

Bidder's  
Address: 11203 BEDFORD  
HOUSTON, TEXAS 77031

Name of  
Person  
Signing: BOUTROS G. MERHI

Office  
Held: GENERAL PARTNER

(If Bidder is a Corporation)

ATTEST:

\_\_\_\_\_  
Secretary

(Corporate Seal)

SURETY:

LIBERTY MUTUAL INSURANCE COMPANY

By: 

Lawrence L. Rhodes, Attorney-In-Fact



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6426856

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bradley Johnson; Cynthia Campbell; Jaye M. Reinertsen; Lawrence L. Rhodes; Steven E. White

all of the city of Houston, state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of January, 2014.

American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 24th day of January, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 29, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS – Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation –** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization –** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of December, 20 14.

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

Attachment: Rebuild Bellaire Phase 5A Letter of Recommendation (1130 : Rebuild Bellaire Phase 5A Bid Award - Construction)  
1-810-032-0240 between 7:00 am and 4:30 pm EST on any business day.



## Important Notice

### TO OBTAIN INFORMATION ABOUT THIS BOND OR TO MAKE A COMPLAINT:

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

800-252-3439

You may write the Texas Department of Insurance at:

P. O. Box 149104  
Austin, TX 78714-9104

Your notice of claim against the attached bond may be given to the Surety Company that issued the bond by sending it to the following address:

Liberty Mutual Surety  
Interchange Corporate Center  
450 Plymouth Road, Suite 400  
Plymouth Meeting, PA 19462-8284

You may contact the claim office by telephone at:

610-832-8240

### Premium or Claim Disputes

If you have a dispute concerning a premium, you should contact the agent first. If you have a dispute concerning a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

*This notice is for information purposes only and does not become a part of or a condition of the attached document. It is given to comply with Section 2253.048, Government Code, and Section 53.202, Property Code, Effective September 1, 2001*

# Ratings & Criteria Center

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## Liberty Mutual Insurance Company (?)

A.M. Best #: 002283 NAIC #: 23043 FEIN #: 041543470

### Domiciliary Address

175 Berkeley Street  
Boston, MA 02117  
[United States](#)

Web: [www.LibertyMutualGroup.com](http://www.LibertyMutualGroup.com)

Phone: 617-357-9500

Fax: 617-574-5955

Assigned to companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.



Based on A.M. Best's analysis, [051114 - Liberty Mutual Holding Company Inc.](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

### Best's Credit Ratings

#### Financial Strength Rating [View Definition](#)

**Rating:** A (Excellent)  
**Affiliation Code:** p (Pooled)  
**Financial Size Category:** XV (\$2 Billion or greater)  
**Outlook:** Stable  
**Action:** Affirmed  
**Effective Date:** September 24, 2014  
**Initial Rating Date:** June 30, 1922

#### Best's Credit Rating Analyst

**Rating Issued by:** A.M. Best Company, Inc.  
**Senior Financial Analyst:** W. Dolson Smith, Ph.D., CFA  
**Assistant Vice President:** Michael J. Lagomarsino, CFA

#### Disclosure Information



View A.M. Best's [Rating Disclosure Statement](#)



[A.M. Best Affirms Ratings of Liberty Mutual Holding Company Inc. and Its Subsidiaries](#)  
September 24, 2014

#### Long-Term Issuer Credit Rating [View Definition](#)

**Long-Term:** a  
**Outlook:** Stable  
**Action:** Affirmed  
**Effective Date:** September 24, 2014  
**Initial Rating Date:** November 23, 2004

u Denotes [Under Review Best's Rating](#)

### Security Ratings

Date Issued	Amount	Coupon	Security	Type	Rating	Effective Date	Under Review/Implication
<a href="#">05/11/1995</a>	150,000,000 USD	8.505%	Surplus Notes		bbb+	09/24/2014	No
<a href="#">10/09/1997</a>	500,000,000 USD	7.697%	Surplus Notes		bbb+	09/24/2014	No
<a href="#">10/16/1996</a>	250,000,000 USD	7.875%	Surplus Notes		bbb+	09/24/2014	No

(i) Denotes Indicative Rating

### Related Financial and Analytical Data

The following links provide access to related data records that A.M. Best utilizes to provide financial and analytical data on a consolidated or branch basis.

AMB #	Company Name	Company Description
<a href="#">087060</a>	Liberty Mutual Insurance Company CAB	Represents the Property/ Casualty financials for the Canada Branch of this legal entity.

### Reports and News

Visit Best's News and Analysis site for the latest [news and press releases](#) for this company and its A.M. Best Group.



**AMB Credit Report** - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.  
Report Revision Date: 12/16/2014 (represents the latest significant change).



Historical Reports are available in [AMB Credit Report Archive](#).



**Best's Executive Summary Reports (Financial Overview)** - available in three versions, these presentation style reports feature balance sheet, income statement, key financial performance tests including profitability, liquidity and reserve analysis.

**Data Status:** 2014 Best's Statement File - P/C, US Contains data compiled as of 12/19/2014 Quality Cross Checked.

- [Single Company](#) - five years of financial data specifically on this company.
- [Comparison](#) - side-by-side financial analysis of this company with a peer group of up to five other companies you select.
- [Composite](#)





# **ORDINANCE NO. 15-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK OF THE CITY OF BELLAIRE, TEXAS, TO EXECUTE AND ATTEST, RESPECTIVELY, FOR AND ON BEHALF OF THE CITY OF BELLAIRE, TEXAS, A *STANDARD FORM OF AGREEMENT* WITH TOTAL CONTRACTING, LTD., IN A FORM AS ATTACHED HERETO AND MARKED EXHIBIT "A," FOR THE REBUILD BELLAIRE PHASE FIVE-A RECONSTRUCTION PROJECT CONSISTING OF THE REPLACEMENT OF EXISTING ASPHALT AND CONCRETE PAVEMENT WITH A REINFORCED CONCRETE CURB AND GUTTER STREET, THE INSTALLATION OF STORM SEWER AND ASSOCIATED SANITARY SEWER AND WATER LINE WORK IN AN AMOUNT NOT TO EXCEED \$10,250,150.00.**

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

**THAT** the City Manager and the City Clerk of the City of Bellaire, Texas, are each hereby authorized to execute and attest, respectively, for and on behalf of the City of Bellaire, Texas, a *Standard Form of Agreement* with Total Contracting, Ltd., in a form as attached hereto and marked Exhibit "A," for the Rebuild Bellaire Phase Five-A Reconstruction Project consisting of the replacement of existing asphalt and concrete pavement with a reinforced concrete curb and gutter street, and the construction of storm sewer and associated sanitary sewer and water line work in an amount not to exceed \$10,250,150.00. Streets included in the project consist of the 4600 block of Beech, 4700 through 4900 blocks of Bellview, 500 block of College, 5100 block of Evergreen, 500 to 700 blocks of Fifth Street (between Huisache and Pocahontas Streets), 4500 block of Merrie Lane, 5100-5400 blocks of Pocahontas, 4900 block of Welford, 500 block of Wilmington, and 500 block of Winslow.

**PASSED, APPROVED, and ADOPTED** this 26<sup>th</sup> day of January, 2015.

(SEAL)

### **ATTEST:**

\_\_\_\_\_  
Tracy L. Dutton, TRMC  
City Clerk

### **SIGNED:**

\_\_\_\_\_  
Philip L. Nauert  
Mayor

**APPROVED AS TO FORM:**

---

Alan P. Petrov  
City Attorney

**Mayor and Council**

7008 S. Rice Avenue  
Bellaire, TX 77401



Meeting: 01/26/15 07:00 PM  
Department: Public Works  
Category: Ordinance  
Department Head: Brant Gary  
DOC ID: 1461

**SCHEDULED  
ORDINANCE (ID # 1461)**

---

**Item Title:**

Consideration of and possible action on a recommendation from the Director of Public Works to award a contract to Andritz, Inc., for the purchase of two rotating drum assemblies to replace the existing rotating drum assemblies for the fine screens at the Bellaire Wastewater Treatment Plant and associated installation costs in an amount not to exceed \$72,052.00 plus a contingency of 5% to cover any unforeseen overages, said replacement of which would enhance the functionality and effectiveness of the fine screens with respect to the removal of solids from incoming flows, and on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the City Manager and City Clerk of the City of Bellaire, Texas, to execute and attest, respectively, for and on behalf of the City of Bellaire, Texas, a Standard Form of Agreement with ANDRITZ Separation, Inc., for the provision and installation of two new rotating drum assemblies for the fine screens at the Bellaire Wastewater Treatment Plant.

**Background/Summary:**

The purpose of the two (2) existing fine screens at the City's Wastewater Treatment Plant is to remove solids and floatables from the incoming sanitary sewers before the flow enters the main treatment plant. The fine screens were manufactured by Andritz, Inc. and parts and still stocked and sold by Andritz, Inc. The fine screens are the rotating type, generally consisting of a motorized stainless steel drum with small perforations that allow water to pass through the holes while removing any solids too large to fit through the holes. The screens rotate against a stainless steel blade that automatically cleans the screens on a continuous basis.

The City has two such fine screens installed presently at the Wastewater Treatment Plant, and these were installed in or about the year 1996. In recent years, the screens have been failing to function as designed, and are not effectively removing solids from the incoming flows. It was proposed to rehabilitate both of the screens in FY2015. Upon review by a representative of the City Engineer, the scope of work was changed to the replacement of two (2) stainless steel perforated drum assemblies, one needed per each existing unit. The change in scope is based on the fact that purchasing new screen assemblies costs less than purchasing refurbished ones for installation due to the extensive work needed.

**Fiscal Impact:**

FY2015 CIP WWTP Improvements - \$75,650.00

The cost is based on a quote from the Andritz, Inc. factory in the amount of \$72,052.00 plus a contingency of 5% to cover a small amount of unforeseen overage in parts and labor costs.

**Recommendation:**

It is the recommendation of the Director of Public Works that Council award a contract and authorize a 5% contingency to perform the work needed to replace the two rotating drum assemblies for the fine screens in an amount not to exceed \$75,650.00 (amount + contingency). Screening of the influent flow is required by the City's discharge permit with the State of Texas. An *automated* type of fine screen, as the City has, is not required by the permit, but having the screening automated is very advantageous because operations/manpower needs are reduced with a screen that is self-cleaning, as opposed to a screen that must be cleaned by hand with a rake. Further, to replace with a manual screen would require the design and construction of a new manual bar screen facility, as no facility exists at the Wastewater Treatment Plant.

For similar projects, staff would solicit formal bids from qualified contractors to supply the parts and to perform the work. However, this machinery requires OEM replacement parts only available from the manufacturer to perform properly. As these items are manufacturer-specific, installation must also be performed by the experienced and trained manufacturer representatives for this specialized work. As a result, there are no secondary market companies that can readily perform this work. A representative of the City Engineer has reviewed this and determined that the manufacturer is the only company qualified to perform this work.

**ATTACHMENTS:**

- Standard Form of Agreement with ANDRITZ Separation Inc. for purchase of Rotating Drum Assemblies - 2015 (DOC)
- Cover Sheet - Exhibit A - Agreement - ANDRITZ - Drum Assemblies for WWTP (DOC)
- Standard Form of Agreement - ANDRITZ Separation Inc - WWTP Drum Assembly Replacement (DOC)
- Cover Sheet - Attachment 1 - Proposal - ANDRITZ - Drum Assemblies for WWTP (DOC)
- Fine Screen Repair Proposal (PDF)
- Andritz TCs (PDF)



**ORDINANCE NO. 15-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK OF THE CITY OF BELLAIRE, TEXAS, TO EXECUTE AND ATTEST, RESPECTIVELY, FOR AND ON BEHALF OF THE CITY OF BELLAIRE, TEXAS, A *STANDARD FORM OF AGREEMENT* WITH ANDRITZ SEPARATION, INC., IN A FORM AS ATTACHED HERETO AND MARKED EXHIBIT "A," FOR THE PROVISION AND INSTALLATION OF TWO NEW ROTATING DRUM ASSEMBLIES (DYNASIEVE™ SCREEN ASSEMBLIES) TO REPLACE EXISTING ROTATING DRUM ASSEMBLIES FOR THE FINE SCREENS AT THE BELLAIRE WASTEWATER TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED \$72,052.00 PLUS A CONTINGENCY OF 5% TO COVER ANY UNFORESEEN OVERAGES.**

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

**THAT** the City Manager and the City Clerk of the City of Bellaire, Texas, are each hereby authorized to execute and attest, respectively, for and on behalf of the City of Bellaire, Texas, a *Standard Form of Agreement* with ANDRITZ Separation, Inc., in a form as attached hereto and marked Exhibit "A," for the provision and installation of two new rotating drum assemblies (Dynasieve™ screen assemblies) to replace the existing rotating drum assemblies for the fine screens at the Bellaire Wastewater Treatment Plant in an amount not to exceed \$72,052.00 plus a contingency of 5% to cover any unforeseen overages.

**PASSED, APPROVED, and ADOPTED** this 26<sup>th</sup> day of January, 2015.

(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

Contractor: ANDRITZ Separation Inc.  
Project: Replacement of Drum Assemblies at Wastewater Treatment Plant  
Approved by: Ordinance No. 15-\_\_\_ dated January 26, 2015

## STANDARD FORM OF AGREEMENT

STATE OF TEXAS               §  
   §  
 COUNTY OF HARRIS         §

This **AGREEMENT** is made and entered into this 26<sup>th</sup> day of January, 2015, 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, as attested to by the City Clerk of the **CITY OF BELLAIRE, TEXAS**, thereunto duly authorized to do so, hereinafter referred to as "**CITY**," and **ANDRITZ SEPARATION INC.**, a corporation, hereinafter referred to as "**CONTRACTOR**."

## WITNESSETH:

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 provide the services described as follows:

Provision and installation of two new rotating drum assemblies (Dynasieve™ screen assemblies) to replace existing rotating drum assemblies for the screens at the Bellaire Wastewater Treatment Plant, 4401 Edith Street, Bellaire, Texas 77401,

in accordance with the conditions and costs stated in the **CONTRACTOR'S PROPOSAL** attached hereto and marked "Attachment 1," all of which are made a part hereof, collectively evidence and constitute the entire **Contract**.

The **CITY** agrees to pay the **CONTRACTOR** in current funds for the performance of the **Contract** in accordance with the **CONTRACTOR'S PROPOSAL** submitted therefore which forms a part of this **Contract** and to make payment on account thereof as provided therein.

The undersigned person executing this **Contract** and all other documents executed simultaneously herewith, does certify and attest that he or she is executing the same in his or her capacity as herein stated as an officer of said corporation.

**IN WITNESS WHEREOF**, the City Manager of the **CITY OF BELLAIRE, TEXAS**, as attested to by the City Clerk of the **CITY OF BELLAIRE, TEXAS**, hereunto, have executed this **AGREEMENT** in the year and date first above written, under the authority granted to them under the provisions of Ordinance No. 15-\_\_\_\_, an Ordinance duly enacted by the City Council of the **CITY OF BELLAIRE, TEXAS**.

**CITY OF BELLAIRE, TEXAS**

\_\_\_\_\_  
Paul A. Hofmann, City Manager  
City of Bellaire, Texas

ATTEST:

\_\_\_\_\_  
Tracy L. Dutton, TRMC  
City Clerk  
City of Bellaire, Texas

APPROVED AS TO FORM:

\_\_\_\_\_  
Alan P. Petrov, City Attorney  
City of Bellaire, Texas

**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 corporation, and that he or she has authority to do so.

**ANDRITZ SEPARATION INC.**

\_\_\_\_\_  
Printed Name:

Title:

Witness:

\_\_\_\_\_  
Printed Name:

Title:



# ATTACHMENT 1

## Contractor's Proposal

Contractor: ANDRITZ Separation Inc.  
Project: Replacement of Drum Assemblies at Wastewater Treatment Plant  
Approved by: Ordinance No. 15-\_\_\_ dated January 26, 2015



City of Bellaire  
4337 Edith St.  
Bellaire, TX. 77401

Ref: Dynasieve screen assembly DMM12954-TL

Job Number :

Andritz Quote: 11141499BW

Dear David and Mark,

ANDRITZ Separation is pleased to provide you with the following quote for the two (2) Dynasieve screen assembly.

<b>Option A: "New" Two (2) Dynasieve screen assembly</b>	<b>\$ 72,052.00</b>
<b>Option B: "Refurbished" Two (2) Dynasieve screen assembly</b>	<b>\$ 75,052.00</b>
<b>See attached Summary for Details</b>	

PLEASE NOTE:

- Shipping and handling charges are not included.
- This quotation is presented in accordance with the attached Andritz Separation Inc. Standard "Terms and Conditions".
- Price does not include any sales, use, or other taxes.
- Delivery noted in scope, ARO, Ex Works Factory

We look forward to providing with the service you require. If you have any questions please feel free to contact us.

Best regards,

**Bubba Williams**  
Southern Regional Service Sales Manager

**ANDRITZ Separation, Inc.**  
1010 Commercial Blvd S  
Arlinton, Texas 76001  
Cell: +1 (817) 487-3514  
[William.williams@andritz.com](mailto:William.williams@andritz.com)  
[www.andritz.com](http://www.andritz.com)

Attachment: Fine Screen Repair Proposal (1461 : Repairs to Fine Screen at Wastewater Treatment Plant)



### City Of Bellaire Summary and Scope of Work

**Option A:** This option is for two (2) new 3x10 Dynasieve screen assembly DMM12954-TL. Lead time is 12 to 14 Weeks

**Includes**

- Removal of the two old screens and disposal of old screens.
- One (1) trip field service personnel for two (2) days to remove and install.
- Forklift two (2) days delivery to the plant and pickup service.
- All straps and rigging to remove and install screen.

**Option B:** This is to refurbish two (2) 3x10 Dynasieve screen assembly DMM12954-TL Refurb. Lead Time is 10 to 12 weeks.

**Includes**

- Remove one screen at a time and ship to Pittsburg TX. For refurbishment.
- Three (3) trips for field service personnel to remove and install screen as refurbishment progresses.
- Forklift six (6) days three (3) delivery's to the plant and pickup service.
- All straps and rigging to remove and install screen.
- Re-use the outer support rings and the inner journal end plates.

Note: The field service personnel should have full access to the Dynasieve screens area and will be starting work at 8:00 AM each working day at the plant. The above quote is for the Dynasieve rotating screen only and any additional finding will be noted and give to the customer. Any additional work or delays beyond Andritz control will be billed accordingly.

# ANDRITZ SEPARATION INC. STANDARD TERMS AND CONDITIONS OF SALE AND/OR SERVICE

## 1. TERMS APPLICABLE

The Terms and Conditions of Sale listed below are the exclusive terms and conditions applicable to quotations made and orders acknowledged by ANDRITZ Separation Inc. or the applicable ANDRITZ entity supplying the same ("Seller") for the sales of products, equipment, parts and services relating thereto ("Products" and "Services"). If this quotation or acknowledgment contains terms additional to or different from those offered by Buyer, then any acceptance by Seller is expressly made conditional upon Buyer's assent to such additional or different terms. Any of Buyer's terms and conditions that are in addition to or different from those contained herein, which are not separately agreed to by Seller in writing, are hereby objected to and shall be of no effect. The term "this Agreement" as used herein means this quotation or acknowledgment or purchase order, together with any attachment hereto, any documents expressly incorporated by reference, and these Terms and Conditions of Sale and/or Service.

## 2. DELIVERY

Delivery or performance dates are good faith estimates and do not mean that "time is of the essence." Buyer's failure to promptly make advance or interim payments, supply technical information, drawings and approvals will result in a commensurate delay in delivery. Installation of any Product shall not be Seller's responsibility unless specifically provided for in this Agreement. Upon and after delivery, risk of loss or damage to the Products shall be Buyer's. Delivery of the Products hereunder will be made on the terms agreed to by the parties as set forth in this Agreement, according to INCOTERMS 2010.

## 3. WARRANTY

(a) In the case of the purchase of NEW EQUIPMENT the Seller warrants to Buyer that the NEW EQUIPMENT manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the NEW EQUIPMENT to Buyer and shall expire on the earlier to occur of 12 months from initial operation of the NEW EQUIPMENT and 18 months from delivery thereof (the "Warranty Period").

(b) In the case of PARTS or used or reconditioned machinery or equipment, and unless otherwise indicated, Seller warrants to Buyer that the PARTS or the used or reconditioned machinery or equipment manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the PARTS or the used or reconditioned machinery or equipment to the buyer and shall expire 6 months from delivery thereof (the "Warranty Period").

(c) If during the Warranty Period Buyer discovers a defect in material or workmanship and gives Seller written notice thereof within 10 days of such discovery, Seller will, at its option, either deliver to Buyer, on the same terms as the original delivery was made, according to INCOTERMS 2010, a replacement part or repair the defect in place. Any repair or replacement part furnished pursuant to this warranty are warranted against defects in material and workmanship for one period of 12 months from completion of such repair or replacement, with no further extension. Seller will have no warranty obligations under paragraph 3(a) or (b), as applicable; (f) if the Products have not been operated and maintained in accordance with generally approved industry practice and with Seller's specific written instructions; (g) if the Products are used in connection with any mixture or substance or operating condition other than that for which they were designed; (iii) if Buyer fails to give Seller such written 10 day notice; (iv) if the Products are repaired by someone other than Seller or have been intentionally or accidentally damaged; (v) for corrosion, erosion, ordinary wear and tear or in respect of any parts which by their nature are exposed to severe wear and tear or are considered expendable; or (vi) for expenses incurred for work in connection with the removal of the defective articles and reinstallation following repair or replacement.

(d) In the case of SERVICES, Seller warrants to Buyer that the SERVICES performed will be free from defects in workmanship and will conform to any mutually agreed upon specifications. If any failure to meet this warranty appears within 12 months from the date of completion of the SERVICES, on the condition that Seller be promptly notified in writing thereof, Seller as its sole obligation for breach of this warranty will correct the failure by re-performing any defective portion of the SERVICES furnished. Seller does not warrant the accuracy of, or performance results of, any conclusions or recommendations provided, nor that any desired objective will result from the Service provided and Seller shall not be liable for any loss of use or any production losses whatsoever.

(e) Seller further warrants to Buyer that at delivery, the Products manufactured by it will be free of any liens or encumbrances. If there are any such liens or encumbrances, Seller will cause them to be discharged promptly after notification from Buyer of their existence.

(f) THE EXPRESS WARRANTIES SELLER MAKES IN THIS PARAGRAPH 3 ARE THE ONLY WARRANTIES IT WILL MAKE. THERE ARE NO OTHER WARRANTIES, WHETHER STATUTORY, ORAL, EXPRESS OR IMPLIED. IN PARTICULAR, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(g) The remedies provided in paragraphs 3(a), 3(b), 3(c), 3(d), and 3(e) are Buyer's exclusive remedy for breach of warranty.

(h) With respect to any Product or part thereof not manufactured by Seller, Seller shall pass on to Buyer only those warranties made to Seller by the manufacturer of such Product or part which are capable of being so passed on.

## 4. LIMITATION OF LIABILITY

Notwithstanding any other provision in this Agreement, the following limitations of liability shall apply:

(a) In no event, whether based on contract, tort (including negligence), strict liability or otherwise, shall Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies be liable to Buyer or any third party for loss of profits, revenue or business opportunity, loss by reason of shutdown of facilities or inability to operate any facility at full capacity, or cost of obtaining other means for performing the functions performed by the Products, loss of future contracts, claims of customers, cost of money or loss of use of capital, in each case whether or not foreseeable, or for any indirect, special, incidental or consequential damages of any nature.

(b) The aggregate liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, for all claims of any kind for any loss, damage, or expense resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach thereof, together with the cost of performing make good obligations to pass performance tests, if applicable, shall in no event exceed the contract price.

(c) The limitations and exclusions of liability set forth in this paragraph 4 shall take precedence over any other provision of this Agreement and shall apply whether the claim of liability is based on contract, warranty, tort (including negligence), strict liability, indemnity, or otherwise. The remedies provided in this Agreement are Buyer's exclusive remedies.

(d) All liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach thereof shall terminate on the third anniversary of the date of this Agreement.

(e) In no event shall Seller be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects or defects inherent in the design of goods serviced (unless such discovery or repair is normally discoverable by tests expressly specified in the scope of work under this Agreement) or caused by the use of goods by the Buyer against the advice of Seller. If Seller furnishes Buyer with advice or assistance concerning any products or systems which is not required pursuant to the contract, the furnishing of such advice or assistance will not subject Seller to any liability whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

## 5. CHANGES, DELETIONS AND EXTRA WORK.

Seller will not make changes in the Products unless Buyer and Seller have executed a written Change Order for such change. Buyer, without invalidating the contract, may make changes by altering, adding to or deducting from the general scope of the Services by written Change Order. Any such Change Order will include an appropriate adjustment to the contract price and delivery terms. If the change impairs Seller's ability to satisfy any of its obligations to Buyer, the Change Order will include appropriate modifications to this Agreement. If, after the date of this quotation or acknowledgment, new or revised governmental requirements should require a change in the Products, the change will be subject to this paragraph 5.

## 6. TAXES

Seller's prices do not include any sales, use, excise or other taxes. In addition to the price specified herein, the amount of any present or future sales, use, excise or other tax applicable to the sale or use of the Products or Services shall be billed to and paid by Buyer unless Buyer provides to Seller a tax-exemption certificate acceptable to the relevant taxing authorities.

## 7. SECURITY INTEREST

Seller shall retain a purchase money security interest and Buyer hereby grants Seller a lien upon and security interest in the Products until all payments hereunder have been made in full. Buyer acknowledges that Seller may file a financing statement or comparable document as required by applicable law and may take all other action it deems reasonably necessary to perfect and maintain such security interest in Seller and to protect Seller's interest in the Products.

## 8. SET OFF

Neither Buyer nor any of its affiliates shall have any right to set off claims against Seller or any of its affiliates for amounts owed under this Agreement or otherwise.

## 9. PATENTS

Unless the Products or any part thereof are designed to Buyer's specifications and provided the Product or any part thereof not used in any manner other than as specified or approved by Seller in writing, (i) Seller shall defend against any suit proceeding brought against Buyer to the extent based on a claim that any Product, or any part thereof, infringes any United States device patent; provided Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense of such suit or proceeding; (ii) Seller shall satisfy any judgment for damages entered against Buyer in such suit; and (iii) if such judgment enjoins Buyer from using any product or a part thereof, then Seller shall, at its option: obtain for Buyer the right to continue using such Product or part; (b) eliminate the infringement by replacing or modifying all part of the Products; or (c) take back such Product or part and refund to Buyer all payments on the purchase price which Seller has received, in which case neither Buyer nor Seller will have any claim against the other under this Agreement arising out of the subject matter of this Agreement. The foregoing states Seller's entire liability for patent infringement by Product or part thereof.

## 10. SITE RISKS

(a) Concealed Conditions. The parties acknowledge and agree that increased costs or schedule extensions due to concealed conditions at the job site shall be to Buyer's account. Buyer shall hold Seller harmless for increased costs or grant any necessary schedule extensions if any concealed or hazardous conditions are found.

(b) Environmental Remediation. Buyer acknowledges that Seller is not an expert in environmental remediation and shall not be directed by change order or otherwise to perform any environmental remediation as part of the Services, including not limited to asbestos and lead paint removal. If any environmental remediation becomes necessary, Buyer will contract directly with a qualified third party to perform such work.

## 11. TERMINATION

Buyer may only terminate its order upon written notice to Seller and upon payment to Seller of Seller's termination charge which shall be specified to Buyer and shall take into account among other things expenses (direct and indirect) incurred by commitments already made by Seller and an appropriate profit; provided, that in no event shall Seller's termination charge be less than 25% of the contract price. Seller shall have the right to suspend and/or terminate its obligations under this Agreement if payment is not received within 30 days of due date. In the event of the bankruptcy or insolvency of Buyer or the event of any bankruptcy or insolvency proceeding brought by or against Buyer, Seller shall be entitled to terminate its order outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement of its cancellation charges.

## 12. CONFIDENTIALITY

Buyer acknowledges that the information which Seller submits to Buyer in connection with this quotation, acknowledgment of this Agreement includes Seller's confidential and proprietary information, both of a technical and commercial nature. Buyer agrees not to disclose such information to third parties without Seller's prior written consent. Seller grants Buyer a non-exclusive, royalty-free, perpetual license to use Seller's confidential and proprietary information for purposes of this specific order and the Products that are the subject hereof only. Buyer further agrees not to permit any third party to fabricate the Products or any parts thereof from Seller's drawings or to use the drawings other than in connection with this specific order. Buyer will defend and indemnify Seller from any claim, suit or liability based on personal injury (including death) or property damage related to any Product or part thereof which is fabricated by a third party without Seller's prior written consent and from and against related costs, charges and expenses (including attorneys' fees). All copies of Seller's drawings shall remain Seller's property and may be reclaimed by Seller at any time.

## 13. END USER

If Buyer is not the end user of the Products sold hereunder (the "End User"), then Buyer will use its best efforts to obtain End User's written consent to be bound to Seller by the provisions hereof. If Buyer does not obtain such End User's consent, Buyer shall defend and indemnify Seller and Seller's agents, employees, subcontractors and suppliers from any actual liability, cost, loss, or expense for which Seller would not have been liable or from which Seller would have been indemnified. Buyer has obtained such End User's consent.

## 14. FORCE MAJEURE

(a) Force Majeure Defined. For the purpose of this Agreement "Force Majeure" will mean all unforeseeable events beyond the reasonable control of either party which affect the performance of this Agreement, including, without limitation, acts of God, acts or advisories of governmental or quasi-governmental authorities, laws or regulations, strikes, lockouts, other industrial disturbances, acts of public enemy, wars, insurrections, riots, epidemics, pandemics, outbreaks of infectious disease or other threats to public health, lightning, earthquakes, fires, storms, severe weather, floods, sabotage, delays in transportation, rejection of main forgings and castings, lack of available shipping by land, sea or air, lack of dock liftage, loading or unloading facilities, inability to obtain labor or materials from usual sources, serious accidents involving the work suppliers or sub-suppliers, thefts and explosions.

(b) Suspension of Obligations. If either Buyer or Seller is unable to carry out its obligations under this Agreement due to Force Majeure, other than the obligation to make payments due hereunder, and the party affected promptly notifies the other of such delay, then all obligations that are affected by Force Majeure will be suspended or reduced for the period of Force Majeure and for such additional time as is required to resume the performance of its obligations, and the delivery schedule be adjusted to account for the delay.

(c) Option to Terminate. If the period of suspension or reduction of operations will extend for more than four consecutive months or periods of suspension or reduction total more than six (6) months in any twelve (12) month period then either Buyer or Seller may terminate this Agreement.

## 15. INDEMNIFICATION AND INSURANCE

(a) Indemnification. Seller agrees to defend and indemnify Buyer from and against any third-party claim for bodily injury or physical property damage ("Loss") arising in connection with the goods provided by Seller hereunder or the Services performed by Seller hereunder, but only to the extent such Loss has been caused by the negligence, willful misconduct or other legal fault ("Fault") of Seller. Buyer shall promptly tender the defense of any such third-party claim to Seller. Seller shall be entitled to control the defense and resolution of such claim, provided that Buyer shall be entitled to be represented in matters by counsel of its choosing at Buyer's sole expense. Where such Loss results from the Fault of both Seller and Buyer as a third party, then Seller's defense and indemnity obligation shall be limited to the proportion of the Loss that Seller's Fault bears to the total Fault.

(b) Insurance. Seller shall maintain commercial general liability insurance with limits of not less than \$2,000,000 occurrence and in the aggregate covering claims for bodily injury (including death) and physical property damage arising from the Products or Services. Seller shall also provide workers' compensation insurance or the like as required by the law: the jurisdiction where the Services will be performed, and owned and non-owned auto liability insurance with limits of not less than \$1,000,000 combined single limit. Seller will provide a Certificate of Insurance certifying the existence of such coverage upon request.

## 16. GENERAL

(a) Seller represents that any Products or parts thereof manufactured by Seller will be produced in compliance with applicable federal, state and local laws applicable to their manufacture and in accordance with Seller's engineering standards. Seller shall not be liable for failure of the Products to comply with any other specifications, standards, laws or regulations.

(b) This Agreement shall inure only to the benefit of Buyer and Seller and their respective successors and assigns. No assignment of this Agreement or any of the rights or obligations hereunder, by either party without the written consent of the other party shall be void.

(c) This Agreement contains the entire and only agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written understandings between Buyer and Seller concerning the Products, Services or any prior course of dealings or usage of the trade not expressly incorporated herein.

(d) This Agreement (including these standard terms and conditions of sale) may be modified, supplemented or amended only by a writing signed by an authorized representative of Seller. Seller's waiver of any breach by Buyer of any terms of this Agreement must also be in writing and any waiver by Seller or failure by Seller to enforce any of the terms and conditions of

this Agreement at any time, shall not affect, limit or waive Seller's right thereafter to enforce and compel strict compliance with every term and condition thereof.

(e) (i) If the Products or Services are delivered or performed in the United States, this Agreement and the performance thereof will be governed by and construed according to the laws of the State of Georgia.

(ii) In the circumstances of (i) above, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled by arbitration, to the exclusion of courts of law, administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules in force at the time this Agreement is signed and to which the parties declare they will adhere (the "AAA Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Atlanta, Georgia by a panel of three members, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the panel and will be appointed by mutual agreement of the two party-appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party-appointed arbitrators to agree within forty-five (45) days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the AAA in accordance with the AAA Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within thirty (30) days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the AAA in accordance with the AAA Rules.

(f) (i) If the Products or Services are delivered or performed in Canada, this Agreement and the performance thereof will be governed by and construed according to the laws of the Province of New Brunswick.

(ii) In the circumstances of (i) above, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled under the auspices of the Canadian Commercial Arbitration Centre ("CCAC"), by means of arbitration and to the exclusion of courts of law, in accordance with its General Commercial Arbitration Rules in force at the time the Agreement is signed and to which parties declare they will adhere (the "CCAC Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Saint John, New Brunswick by a panel of three arbitrators, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the arbitral tribunal and will be appointed by mutual agreement of the two party-appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party-appointed arbitrators to agree within forty-five (45) days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the CCAC in accordance with the CCAC Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within thirty (30) days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the CCAC in accordance with the CCAC Rules.

(g) The parties hereto have required that this Agreement be drawn up in English. Les parties aux présentes ont exigé que présente convention soit rédigée en anglais.

Jan 2012 Rev.

**Mayor and Council**

7008 S. Rice Avenue  
Bellaire, TX 77401



Meeting: 01/26/15 07:00 PM  
Department: City Clerk  
Category: Appointment  
Department Head: Tracy L. Dutton  
DOC ID: 1173

**SCHEDULED  
ORDINANCE (ID # 1173)**

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**Item Title:**

Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, appointing Patricia D. (Pat) Lunn, CPA, to serve as the citizen appointee to the Audit Finance Board of the City of Bellaire, Texas, for a one-year term commencing on February 1, 2015, and ending on January 31, 2016.

**Background/Summary:**

Chapter 2, Administration, Article VII, Boards and Commissions, Division 3, Boards and Commissions Governed by City Charter, Ordinance or Resolution, Section 2-120, Audit finance Board, Subsection (c), Membership and appointment, outlines the composition of the Audit finance board as follows: "The board shall be composed of three members of the city council, a citizen appointee with financial and/or audit experience, as well as the city manager and the chief financial officer of the city, ex officio, as non-voting members. The councilmembers of the city serving on the audit finance board shall be appointed by the mayor; the mayor may appoint him or herself as one of the councilmember appointees. The citizen member of the audit finance board shall be appointed by the city council."

During the Regular Session of the City Council of the City of Bellaire, Texas ("City Council"), held on January 5, 2015, Dr. Philip L. Nauert, Mayor, appointed himself and the following councilmember appointees to the Audit Finance Board ("Board") for a one-year period commencing on February 1, 2015, and ending on January 31, 2016: Councilmen Andrew S. Friedberg and Gus E. Pappas.

The first citizen member of the Board, Patricia D. (Pat) Lunn, CPA, was appointed by the City Council, under Ordinance No. 13-001, for a one-year term commencing on February 1, 2013, and ending on January 31, 2014. Ms. Lunn was subsequently appointed for a second one-year term by the City Council under Ordinance No. 14-003.

As there are no term limits for the citizen appointee to the Board, Ms. Lunn was asked if she would like to serve a third one-year term on the Board. She indicated that she would be happy to serve, if approved by City Council. Accordingly, an ordinance has been prepared for City Council consideration and attached hereto for purposes of appointing Ms. Lunn as the citizen appointee to the board for a one-year term commencing on February 1, 2015, and ending on January 31, 2016.

**Previous Council Action Summary:**

See background/summary section above.

**Fiscal Impact:**

N/A

**Recommendation:**

Action as City Council deems appropriate.

**ATTACHMENTS:**

- Appointment of Citizen Appointee to Audit Finance Board - Lunn - 2015 (DOCX)



**ORDINANCE NO. 15-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, APPOINTING PATRICIA D. (PAT) LUNN, CPA, TO SERVE AS THE CITIZEN APPOINTEE TO THE AUDIT FINANCE BOARD OF THE CITY OF BELLAIRE, TEXAS, FOR A ONE-YEAR TERM COMMENCING ON FEBRUARY 1, 2015, AND ENDING ON JANUARY 31, 2016.**

**WHEREAS**, in November of 1998, the City Council of the City of Bellaire, Texas ("City Council"), by unanimous action, established an Audit Finance Committee consisting of three (3) members of the City Council (appointed by the Mayor), as well as the City Manager and Chief Financial Officer of the City of Bellaire, Texas, as non-voting members, for the purpose of advising the City Council concerning the audits of the City of Bellaire, Texas; and

**WHEREAS**, on August 20, 2012, based, in part, on recommendations submitted by the City's Sunset Review Committee, the City Council adopted Ordinance No. 12-038, which amended Chapter 2, Administration, Article VII, Boards and Commissions, of the Code of Ordinances of the City of Bellaire, Texas. Once such recommendation related to a change in the name of the Audit Finance Committee to "Audit Finance Board" and a change in the membership of the Audit Finance Board, resulting in the addition of one (1) citizen appointee with financial and/or audit experience to be appointed by the City Council for a one-year term; and

**WHEREAS**, the term of the citizen appointee to the Audit Finance Board, Patricia D. (Pat) Lunn, CPA, will expire on January 31, 2015; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City of Bellaire, Texas, to appoint the herein named person as the citizen appointee to the Audit Finance Board for a term of one (1) year commencing on February 1, 2015, and ending on January 31, 2016; **NOW, THEREFORE**,

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

1. The recitals set forth hereinabove are true and correct.
2. **Patricia D. (Pat) Lunn, CPA**, is hereby appointed as a member of the Audit Finance Board for a term of one (1) year commencing on February 1, 2015, and ending on January 31, 2016.



3. The appointment set forth herein shall be effective as of February 1, 2015, and such newly appointed person shall be installed at the first meeting of the Audit Finance Board following the effective date of the appointment herein.

**PASSED, APPROVED, and ADOPTED** this, the 26<sup>th</sup> day of January, 2015.

(SEAL)

**ATTEST:**

**SIGNED:**

\_\_\_\_\_  
Tracy L. Dutton, TRMC  
City Clerk

\_\_\_\_\_  
Dr. Philip L. Nauert  
Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alan P. Petrov  
City Attorney

**Mayor and Council**

7008 S. Rice Avenue  
Bellaire, TX 77401



Meeting: 01/26/15 07:00 PM  
Department: City Clerk  
Category: Appointment  
Department Head: Tracy L. Dutton  
DOC ID: 1442

**SCHEDULED  
ORDINANCE (ID # 1442)**

**Item Title:**

Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, appointing one (1) member to the Parks and Recreation Advisory Board of the City of Bellaire, Texas, to fill an unexpired term commencing on January 26, 2015, and ending on June 30, 2016.

**Background/Summary:**

On November 3, 2014, Board Member Kim Padgett submitted her resignation from the Parks and Recreation Advisory Board of the City of Bellaire, Texas ("Board"), prior to the end of her term. Board Member Padgett was serving a two-year term on the Board that commenced on July 1, 2014, and was scheduled to end on June 30, 2016.

On December 1, 2014, the City Council of the City of Bellaire, Texas ("City Council") directed the City Clerk to seek applications during the month of December 2014 and schedule interviews during the month of January 2015 for Board Member Padgett's unexpired term.

The vacancy was advertised on the City of Bellaire website on December 2, 2014, and through various media outlets. Five (5) applications were received from residents that were interested in filling the unexpired term. All five (5) residents were interviewed by City Council on January 12, 2015.

A ballot has been prepared and attached hereto to assist City Council in their selection of a resident to fill the unexpired term of Board Member Kim Padgett, said term to commence on January 26, 2015, and end on June 30, 2016. An ordinance formalizing the appointment is also attached hereto.

**Previous Council Action Summary:**

As noted above, City Council directed the City Clerk to seek applications for Board Member Kim Padgett's unexpired term on the Board during the month of December 2014 and to schedule interviews during the month of January 2015. City Council conducted interviews for the unexpired term on January 12, 2015.

**Fiscal Impact:**

N/A

**Recommendation:**

Action as City Council deems appropriate.

**ATTACHMENTS:**

- Ballot - PRAB - 2015 - Unexpired Term - Sample (DOCX)
- Appointment to the PRAB - Padgett Unexpired Term - 2015 (DOC)



## BALLOT

### PARKS AND RECREATION ADVISORY BOARD

**Instructions:**

Please indicate your choice by marking an "X" beside the name of **one (1)** applicant to serve as a member of the Parks and Recreation Advisory Board to fill an unexpired term commencing on January 26, 2015, and ending on June 30, 2016. Applicant names are listed in alphabetical order.

- ☐ Susan Hawes (1st Choice)
- ☐ Lisa Lim (1<sup>st</sup> Choice)
- ☐ Anita Mehta (1<sup>st</sup> Choice)
- ☐ Louis Rodriguez (1<sup>st</sup> Choice)
- ☐ Raymond Wong (1<sup>st</sup> Choice)
- ☐ Write-In \_\_\_\_\_

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

Date: January 26, 2015



# **ORDINANCE NO. 15-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, APPOINTING ONE (1) MEMBER TO THE PARKS AND RECREATION ADVISORY BOARD OF THE CITY OF BELLAIRE, TEXAS, TO FILL AN UNEXPIRED TERM COMMENCING ON JANUARY 26, 2015, AND EXPIRING ON JUNE 30, 2016.**

**WHEREAS**, the Parks and Recreation Advisory Board was created by Resolution No. 88-03 of the City Council of the City of Bellaire, Texas, on January 18, 1988; and

**WHEREAS**, pursuant to the Code of Ordinances of the City of Bellaire, Texas, Chapter 2, Administration, Article VII, Boards, Commissions, and Committees, Division 1, Generally, Section 2-93, Eligibility for membership on boards, the City Council of the City of Bellaire, Texas, appoints the members to the Parks and Recreation Advisory Board; and

**WHEREAS**, the City Council of the City of Bellaire, Texas, by Ordinance No. 14-028, approved and adopted on June 23, 2014, appointed three (3) members to the Parks and Recreation Advisory Board of the City of Bellaire, Texas, for a two-year term commencing on July 1, 2014, and expiring on June 30, 2016; and

**WHEREAS**, one of the four members appointed under Ordinance No. 14-028, Kim Padgett, has had to resign her appointment as a member of the Parks and Recreation Advisory Board of the City of Bellaire, Texas, prior to the expiration of her term; and

**WHEREAS**, the City Council of the City of Bellaire, Texas, has determined that it is in the best interest of the City to appoint the herein named person to fill the unexpired term of Kim Padgett as a member of the Parks and Recreation Advisory Board of the City of Bellaire, Texas, for a term commencing on January 26, 2015, and expiring on June 30, 2016; **NOW, THEREFORE,**

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

1. **THAT** the recitals contained herein are found to be true and correct.
2. **THAT** \_\_\_\_\_ is hereby appointed as a member of the Parks and Recreation Advisory Board of the City of Bellaire, Texas, to fill the unexpired term of Kim Padgett commencing on January 26, 2015, and ending on June 30, 2016.
3. **THAT** the appointment as set forth herein shall be effective as of January 26, 2015, and such newly appointed member shall be installed at the first meeting of the Parks and Recreation Advisory Board of the City of Bellaire, Texas, following the effective date of the appointment herein.

**PASSED, APPROVED, and ADOPTED** this 26<sup>th</sup> day of January, 2015.

(SEAL)

**ATTEST:**

\_\_\_\_\_  
Tracy L. Dutton, TRMC  
City Clerk

**SIGNED:**

\_\_\_\_\_  
Dr. Philip L. Nauert  
Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alan P. Petrov  
City Attorney

**Mayor and Council**

7008 S. Rice Avenue  
Bellaire, TX 77401



Meeting: 01/26/15 07:00 PM  
Department: City Clerk  
Category: Appointment  
Department Head: Tracy L. Dutton  
DOC ID: 1443

**SCHEDULED  
ORDINANCE (ID # 1443)**

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**Item Title:**

Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, designating one (1) member to serve on the Evelyn's Park Conservancy Board as the City's Representative to fill an unexpired term commencing on January 26, 2015, and ending on June 30, 2015.

**Background/Summary:**

On November 3, 2014, Board Member Kim Padgett submitted her resignation as the City of Bellaire's Representative to the Evelyn's Park Conservancy Board ("Board") prior to the end of her term. Board Member Padgett was serving a two-year term that commenced on July 1, 2013, and was scheduled to end on June 30, 2015.

On December 1, 2014, the City Council of the City of Bellaire, Texas ("City Council") directed the City Clerk to seek applications during the month of December 2014 and schedule interviews during the month of January 2015 for Board Member Padgett's unexpired term.

The vacancy was advertised on the City of Bellaire website on December 2, 2014, and through various media outlets, and current board and commission members were advised of their eligibility to serve on the Board if they desired to do so.

Seven (7) applications were received from residents that were interested in filling the unexpired term. Six (6) of the seven (7) residents were interviewed by City Council on January 12, 2015.

A ballot has been prepared and attached hereto to assist City Council in their selection of a resident to fill the unexpired term of Board Member Kim Padgett, said term to commence on January 26, 2015, and end on June 30, 2015. An ordinance formalizing the appointment is also attached hereto.

**Previous Council Action Summary:**

As noted above, City Council directed the City Clerk to seek applications for Board Member Kim Padgett's unexpired term on the Board during the month of December 2014 and to schedule interviews during the month of January 2015. City Council conducted interviews for the unexpired term on January 12, 2015.

**Fiscal Impact:**

N/A

**Recommendation:**

Action as City Council deems appropriate.



**ATTACHMENTS:**

- Ballot - EPCB - 2015 - Unexpired Term (DOCX)
- Designation of City Rep to EPCB to Fill Unexpired Term of Padgett - 2015 (DOCX)



## BALLOT

### EVELYN'S PARK CONSERVANCY BOARD

**Instructions:**

Please indicate your choice by marking an "X" beside the name(s) of **one (1)** applicant to serve as a member of the Evelyn's Park Conservancy Board to fill an unexpired term commencing on January 26, 2015, and ending on June 30, 2015. Applicant names are listed in alphabetical order.

- ☐ Jeffery S. Christman (1<sup>st</sup> Choice)
- ☐ Marilyn Evans (1<sup>st</sup> Choice)
- ☐ Susan Hawes (2<sup>nd</sup> Choice)
- ☐ Terry Leavitt-Chavez (1<sup>st</sup> Choice)
- ☐ Robert Riquelmy (1<sup>st</sup> Choice)
- ☐ Louis Rodriguez (2<sup>nd</sup> Choice)
- ☐ Raymond Wong (2<sup>nd</sup> Choice)
- ☐ Write-In \_\_\_\_\_

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

Date: January 26, 2015



**ORDINANCE NO. 15-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, DESIGNATING ONE (1) MEMBER TO SERVE ON THE EVELYN'S PARK CONSERVANCY BOARD ("EPCB") AS THE CITY'S REPRESENTATIVE TO FILL AN UNEXPIRED TERM COMMENCING ON JANUARY 26, 2015, AND ENDING ON JUNE 30, 2015.**

**WHEREAS**, the City Council of the City of Bellaire, Texas, entered into an Agreement Concerning Evelyn's Park, Bellaire, Texas, by and among City of Bellaire, Texas, and The Jerry and Maury Rubenstein Foundation ("Agreement"), on February 21, 2011, for the purpose of developing property conveyed to the City of Bellaire, Texas, by The Jerry and Maury Rubenstein Foundation and addressed as 4400 Bellaire Boulevard, Bellaire, Texas, into a high quality urban park and/or open space, with related facilities and amenities, for the use and enjoyment of the residents of Bellaire and visitors to Bellaire; and

**WHEREAS**, the Agreement called for the creation of a Conservancy as a non-profit 501(c)(3) corporation, to be called the "Evelyn's Park Conservancy," and set forth the purpose and function of the Evelyn's Park Conservancy; and

**WHEREAS**, the City of Bellaire, Texas, is authorized to designate four (4) members to the Board of Directors of the Evelyn's Park Conservancy; and

**WHEREAS**, the City Council of the City of Bellaire, Texas, by Ordinance No. 13-038, approved and adopted on July 1, 2013, designated two (2) City Representatives to the EPCB for a two-year term commencing on July 1, 2013, and ending on June 30, 2015; and

**WHEREAS**, one of the two (2) City Representatives appointed under Ordinance No. 13-038, Kim Padgett, had had to resign her appointment prior to the expiration of her term; and

**WHEREAS**, the City Council of the City of Bellaire, Texas, desires to designate the herein named person as the City's Representative to fill the unexpired term of Kim Padgett commencing on January 26, 2015, and expiring on June 30, 2015; **NOW, THEREFORE**,

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

1. **THAT** the recitals set forth hereinabove are true and correct.
2. **THAT** \_\_\_\_\_ is hereby designated as the City of Bellaire's representative to the Board of Directors of the Evelyn's Park Conservancy to fill the unexpired term of Kim Padgett commencing on January 26, 2015, and expiring on June 30, 2015.
3. **THAT** this Ordinance shall be effective immediately upon its passage and adoption.

**PASSED, APPROVED, and ADOPTED** this 26<sup>th</sup> day of January, 2015.

(SEAL)

**ATTEST:**

**SIGNED:**

\_\_\_\_\_  
Tracy L. Dutton, TRMC  
City Clerk

\_\_\_\_\_  
Dr. Philip L. Nauert  
Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alan P. Petrov  
City Attorney