

CITY OF BELLAIRE TEXAS

MAYOR AND COUNCIL

FEBRUARY 16, 2015

Council Chamber

Special, Regular, and Executive Sessions

6:00 PM

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.

I. SPECIAL SESSION - MUNICIPAL FACILITIES UPDATE - 6:00 P.M.**A. Call to Order and Announcement of a Quorum - Dr. Philip L. Nauert, Mayor.****B. Municipal Facilities Update:**

Presentation by Jeff Gerber, AIA, LEED AP, Chief Executive Officer, of PGAL, who will provide an update to members of City Council regarding Bellaire's Municipal Facilities Project, as well as discussion and possible action by City Council regarding a request for clarification by the Ad Hoc Municipal Facilities Committee related to their charge.

Mr. Jeff Gerber, President and CEO, Pierce, Goodwin, Alexander and Linville will present to the City Council of the City of Bellaire a status update on the Municipal Facilities Project.

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

C. Adjourn.**II. 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 - Andrew S. Friedberg, Councilman.****C. Pledges to The Flags - Andrew S. Friedberg, Councilman.****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:**Minutes of the Special Session dated January 26, 2015:**

Consideration of and possible action on the approval of the minutes of the Special Session (Executive Session) of the City Council of the City of Bellaire, Texas, held on Monday, January 26, 2015.

Mayor and Council - Special Session - Jan 26, 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 February 16, 2015, regarding an update to the strategic calendar.

(Requested by Paul A. Hofmann, City Manager)

2. Presentation of FY 2015 First Quarter Report.

(Requested by Paul A. Hofmann, City Manager)

G. New Business:

1. Item for Individual Consideration:

Consideration of and possible action on a request from The Nature Discovery Center, Inc., for authorization to file future applications for Special Use Permits through the City Manager's Office for the sale, possession, and consumption of alcoholic beverages in Russ Pitman Park and direction to City Staff to prepare an ordinance amending the applicable chapter(s) of the City Code for the purpose of granting said request.

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

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

- a. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the Mayor of the City of Bellaire, Texas, to execute, for and on behalf of the City of Bellaire, Texas, a lease agreement with The Nature Discovery Center, Inc., regarding maintenance and operations of the city-owned property located in Russ Pitman Park, 7112 Newcastle Street, Bellaire, Texas.

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

- b. Consideration of and possible action on a recommendation from the Bellaire Public Works Department to make the final payment on the FY2013 Street Management Project to AAA Asphalt Paving, Inc., in the amount of \$54,537.74 and on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the Director of Public Works of the City of Bellaire, Texas, to execute, for and on behalf of the City of Bellaire, Texas, an "Application for Payment - Final (No. 9)" with AAA Asphalt Paving, Inc., in the amount of \$54,537.74 to a contract for the FY2013 Street Management Project and authorizing the City of Bellaire to make the final payment to AAA Asphalt Paving, Inc., on said project in the amount of \$54,437.74. This final payment results in a final contract amount of \$1,090,754.88 compared to the original contract amount of \$1,242,942.00.

(Requested by Brant Gary, Public Works)

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.**III. EXECUTIVE SESSION - IMMEDIATELY FOLLOWING THE REGULAR SESSION****A. Call to Order and Announcement of a Quorum - Dr. Philip L. Nauert, Mayor.****B. Convene in Executive Session (Closed Session):**

Convene in Executive Session (Closed Session to be held in the Council Conference Room) under the Texas Government Code, Chapter 551, Open Meetings Act, Section 551.074, Personnel Matters, to deliberate the evaluation of the City Manager of the City of Bellaire, Texas.

Annual Evaluation of the City Manager

(Requested by Paul A. Hofmann, City Manager)

C. Reconvene in Open Session:

Reconvene in Open Session (to be held in the Council Chamber) and take action, if any, on items discussed in Executive (Closed) Session.

D. Adjourn.

Mayor and Council

7008 S. Rice Avenue
Bellaire, TX 77401



Meeting: 02/16/15 06:00 PM
Department: Parks, Recreation and
Facilities
Category: Presentation
Department Head: Karl Miller
DOC ID: 1229

**SCHEDULED
ACTION ITEM (ID # 1229)**

Item Title:

Mr. Jeff Gerber, President and CEO, Pierce, Goodwin, Alexander and Linville will present to the City Council of the City of Bellaire a status update on the Municipal Facilities Project.

Background/Summary:

Mr. Gerber, President and CEO, Pierce Goodwin, Alexander and Linville will provide the City Council with an update on the Municipal Facilities Project. Topics to be covered will include but not limited to a review of the ordinance related to the Ad Hoc Committee, a status report on the project time line and provide an update as to progress of the project and future related steps.

Previous Council Action Summary:

Discussion regarding role of Ad Hoc Committee

Fiscal Impact:

N/A

Recommendation:

It is the recommendation of Karl Miller, Director of Parks, Recreation and Facilities that City Council accepts the presentation provided by Mr. Gerber, PGAL.



CITY OF BELLAIRE TEXAS

MAYOR AND COUNCIL

JANUARY 26, 2015

Council Chamber and Council Conference Room
6:00 PM

Special Session

7008 S. RICE AVENUE
BELLAIRE, TX 77401

SPECIAL SESSION (EXECUTIVE SESSION) - 6:00 P.M.

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

Dr. Philip L. Nauert called the Special Session (Executive Session) of the City Council of the City of Bellaire, Texas, to order at 6:11 p.m. on Monday, January 26, 2015. He announced 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	
J. Reed	Councilman	Present	
Avioli Sr.	Councilman	Present	
Appas	Councilman	Present	
McLaughlan	Councilman	Present	
S. Friedberg	Councilman	Present	
Hofmann	City Manager	Present	
Hofmann	Asst. City Attorney	Present	
Blackburn	Attorney	Present	
Dutton	City Clerk	Present	

B. Convene in Executive Session:

Convene in Executive Session (Closed Session) in the Council Conference Room under the Texas Government Code, Chapter 551, Open Meetings, Section 551.071, Consultation with Attorney; Closed Meeting, for the purpose of discussing legal options related to possible impacts from a development known as "The Shoppes at Uptown Crossing" located at the intersection of South Rice Avenue and Westpark Drive, Houston, Harris County, Texas.

Motion:

To convene in Executive Session (Closed Session) in the Council Conference Room under the Texas Government Code, Chapter 551, Open Meetings, Section 551.071, Consultation with Attorney; Closed Meeting, for the purpose of discussing legal options related to possible impacts from a development known as "The Shoppes at Uptown Crossing" located at the intersection of South Rice Avenue and Westpark Drive, Houston, Harris County, Texas.

RESULT:	UNANIMOUS
MOVER:	James P. Avioli Sr., Councilman

SECONDER:	Amanda B. Nathan, Mayor Pro Tem
AYES:	Nauert, Nathan, Reed, Avioli Sr., Pappas, McLaughlan, Friedberg

Members of the Bellaire City Council, City Manager Paul A. Hofmann, Assistant City Attorney Scott Eidmann (Johnson Petrov LLP), and Attorney James Blackburn of Blackburn & Carter, convened in Executive Session (Closed Session) in the Council Conference Room, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas 77401, at 6:12 p.m. on Monday, January 26, 2015.

C. Reconvene:

Reconvene in Open Session (Council Chamber) and consider action, if any, on the item(s) discussed in Executive Session (Closed Session).

Members of the Bellaire City Council reconvened in Open Session in the Council Chamber, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas 77401, at 7:13 p.m. on Monday, January 26, 2015.

Dr. Philip L. Nauert, Mayor, announced that members of the Bellaire City Council had met in closed session and were reconvened in Open Session (Council Chamber) at 7:13 p.m. on Monday, January 26, 2015. He called for a motion regarding matters discussed in Closed Session:

Motion:

To retain the law firm of Blackburn & Carter to represent the City of Bellaire's interests with respect to the drainage issues identified with "The Shoppes at Uptown Crossing" development and instruct them to take initial steps, including a formal demand letter.

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

D. Adjourn.

Motion:

To adjourn the Special Session (Executive Session) of the City Council of the City of Bellaire, Texas, at 7:14 p.m. on Monday, January 26, 2015.

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

Mayor and Council

7008 S. Rice Avenue
Bellaire, TX 77401



Meeting: 02/16/15 06:00 PM
Department: City Manager
Category: Report
Department Head: Paul A. Hofmann
DOC ID: 1481

**SCHEDULED
ACTION ITEM (ID # 1481)**

Item Title:

City Manager's Report dated February 16, 2015, regarding an update to the strategic calendar.

Background/Summary:

City Manager Paul A. Hofmann will present the City Manager's Report dated February 16, 2015, to members of City Council. The report will consist of an update to the City's strategic calendar.

Previous Council Action Summary:

N/A

Fiscal Impact:

N/A

Recommendation:

City Manager Paul A. Hofmann recommends acceptance of the City Manager's Report dated February 16, 2015, into the record.

ATTACHMENTS:

- Strategic Calendar (PDF)

FY2015 Strategic Calendar

Feb 16	First Qtrly Report
March 18	Parks Board-Parks Master Plan Recommendation and Capital Plan recommendations.
April 14	P&Z Public Hearing on Comprehensive Plan (includes Park's Master Plan) Staff Presentation of City Draft CIP
April 27	Staff Retreat – Review Department Service Plans – <i>Centerpoint Community Center</i>
May 11	Council Pre-Budget Planning Session – <i>Centerpoint Community Center</i> Discussion on future bond election Review Draft CIP Review Fiscal Forecast Assumptions Review Project List for FY2016 Council Priorities Service Plans Overview
May 12	P&Z Considers comp plan/parks master plan and CIP Plan
May 18 or 6/8	Council Public Hearing on Comp Plan/Parks Master Plan 2 nd Quarter Financial Report to Council
June 1 or 6/15	Council Consideration of Comp Plan and Parks Master Plan
June	Budget Packets due
July	Proposed Budget presented to Council.
August	Council Budget Workshops
August	Budget Public Hearing
September	Adopt budget, tax rate etc.

CITY OF BELLAIRE, TEXAS
GENERAL OBLIGATION BONDS, SERIES 2015
S&P “AAA”

Draft
2/6/15

COUNCIL MEETS 1ST & 3RD MONDAY OF THE MONTH (7:00PM)

Tentative Timetable of Events

JUNE						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

JULY						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/30	24/31	25	26	27	28	29

SEPTEMBER						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Complete By	Day	Event	Parties
June 22	Monday	Send first draft bond documents to the working group for comments.	FA
July 9	Thursday	Comments due on bond documents.	All
July 10	Friday	Send draft bond documents to Standard & Poor's Rating Service for review. Request rating call.	FA
July 20	Monday	City Council considers financing plan for General Obligation Bonds (the "Bonds").	C, BC, FA
Week of July 20/27	Monday	Rating call with City Officials, Financial Advisor and S&P (Oscar Padilla) _____ at ____pm.	C, FA
July 23	Thursday	Send second draft of bond documents for comments.	FA
August 3	Monday	Comments due on second draft of bond documents.	All
August 10	Monday	Receive S&P verbal rating and insurance qualification.	FA
August 11	Tuesday	Request updated scale on Bonds – revise POS/NOS. Request CUSIPs.	FA
August 12	Wednesday	Print and mail POS – IPREO, Bloomberg, MAC.	FA
August 17	Monday	Competitive bond sale (Bids received until 10:00am).	FA, C, BC
August 17	Monday	City Council awards the Bonds and approves the Bond Ordinance.	C, BC, FA

Attachment: Strategic Calendar (1481 : City Manager's Report)

August 18	Tuesday	Distribute draft of Final Official Statement (“OS”).	FA
August 21	Friday	Comments due on draft OS.	ALL
August 24	Monday	Print and mail Final OS.	FA
September 17	Thursday	Deliver Bonds.	C, BC

Legend

City of Bellaire
Johnson Petrov LLP
US Capital Advisors

Issuer (C)
Bond Counsel (BC)
Financial Advisor (FA)

The Secretary of State has published a limited Uniform Election Calendar for November 3, 2015.

Saturday, July 25, 2015 – First Day to File for a Place on General Election Ballot;

Monday, August 24, 2015 – Last Day to Order General Election or Election on Measure (I recommend that we call ours on Monday, August 17, 2015 – a Regular Session);

Monday, August 24, 2015 – Last Day to Apply for Place on General Election Ballot;

Monday, October 19, 2015 – First Day of Early Voting;

Friday, October 30, 2015 – Last Day of Early Voting; and

Tuesday, November 3, 2015 – Election Day.

Mayor and Council

7008 S. Rice Avenue
Bellaire, TX 77401



Meeting: 02/16/15 06:00 PM
Department: City Manager
Category: Presentation
Department Head: Paul A. Hofmann
DOC ID: 1419

**SCHEDULED
ACTION ITEM (ID # 1419)**

Item Title:

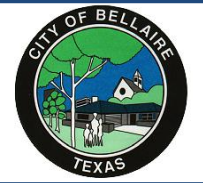
Presentation of FY 2015 First Quarter Report.

Background/Summary:

The City Manager will present a financial and management report reflecting activity of the first quarter of FY 15. City Council discussion and feedback is appreciated.

ATTACHMENTS:

- FY2015 1st Quarter Report (PDF)



City of Bellaire
FY 2015 First Quarter Report
October 2014 – December 2014

Attachment: FY2015 1st Quarter Report (1419 : Presentation of FY 2015 First Quarter Report)

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Financial Analysis

The first quarter FY2015 report is based on activity from October 1, 2014 through December 31, 2014. Quarterly revenue and expenditure budget allocations were developed on the actual average of expenditures/revenues for each quarter over the past five years.

Projected year end balances are provided to reflect at three months ending December 31, 2014 if all were to remain constant what our ending fund balance would be at September 30, 2015.

General Fund

The General Fund is projected to end FY2015 with a fund balance of \$5,194,583.

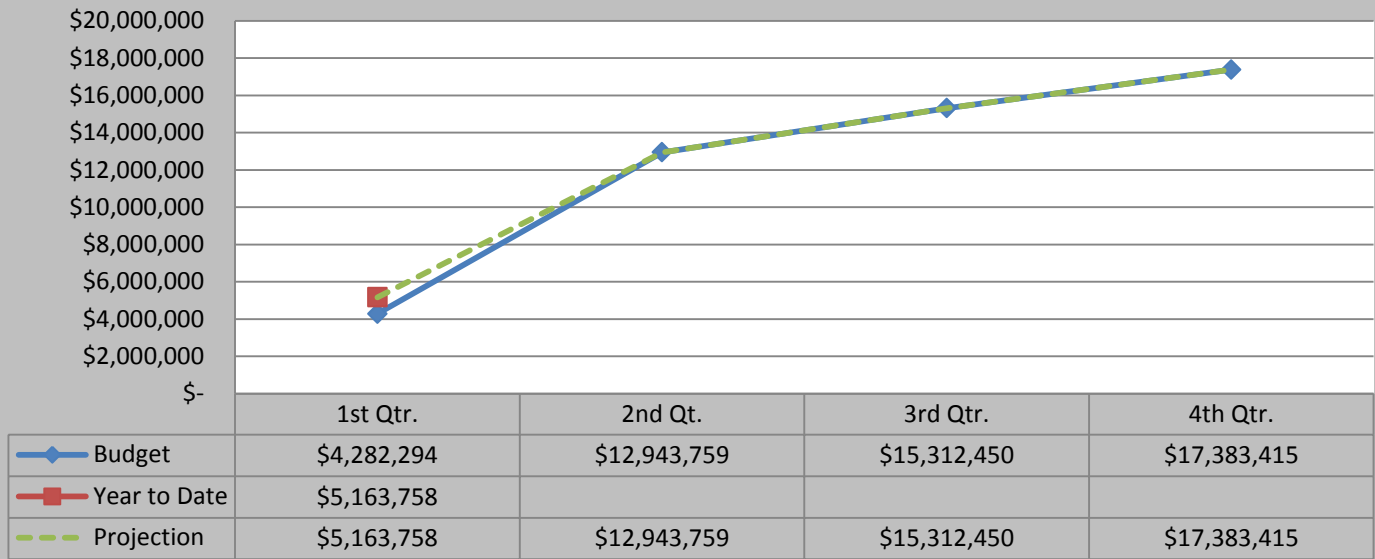
General Fund FY 15 1 st Quarter Revenue & Expense Report			
	Adopted Budget	Year to Date (Audited)	Projected End of Year Balance
Beginning Balance	3,969,979	4,623,252	4,623,252
Revenue	17,383,415	5,163,758	17,383,415
Expense	16,916,837	3,756,521	16,812,084
Ending Balance	4,436,557		5,194,583

The projected ending balance for FY2015 is \$758,026 greater than budgeted. The increase in the fund balance is due to the FY2014 year end audited numbers being more than what was projected during budget development. Based on the first quarter actual expenditures the general fund is under the allocated budget by \$258,809, and revenues are over the allocated budget by \$881,464. Currently the City has collected 29.71% of the adopted budgeted revenues and spent 22.21% of the adopted budget expenditures.

General Fund Revenues

General Fund revenues for the first quarter ended at \$5,163,758. This is \$881,464 greater than projected for this reporting period. The increase in revenues is due to the collection of 34% of property taxes. The allocated budget assumes a 28% collection rate for this period. This is a onetime occurrence. We are not projecting an increase in revenue at this time due to the timing of collections. A further breakdown of revenue collection can be found on page 05.

General Fund Revenue

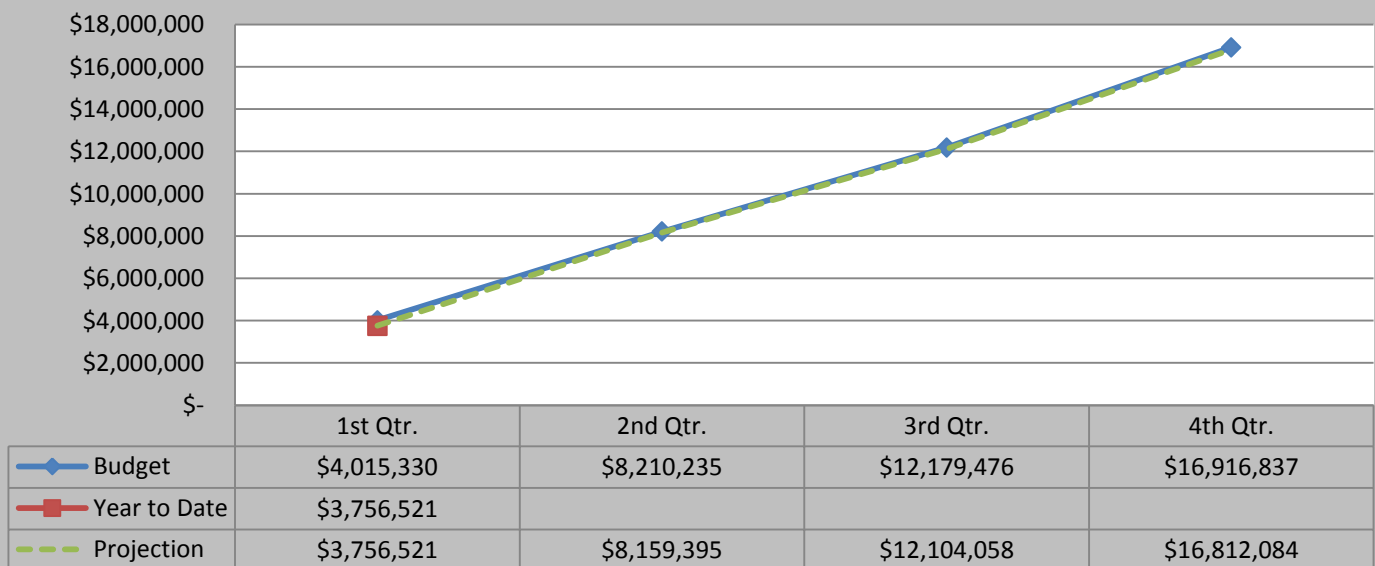


General Fund Expenditures

General Fund expenditures were projected to end the first quarter at \$4,015,330. Actual expenditures for this period were \$3,756,521, which is \$258,809 under the allocated budget. Contributing factors to the difference in the allocated budget and the actual expenditures is due mainly to the timing of salary increases as it relates to the implementation of the compensation plan.

Total general fund budget expenditure projection is being reduced for purposes of this report by \$104,752. This number mainly reflects the salary savings in various departments. A further breakdown of departmental expenditures can be found on page 05.

General Fund Expenditures

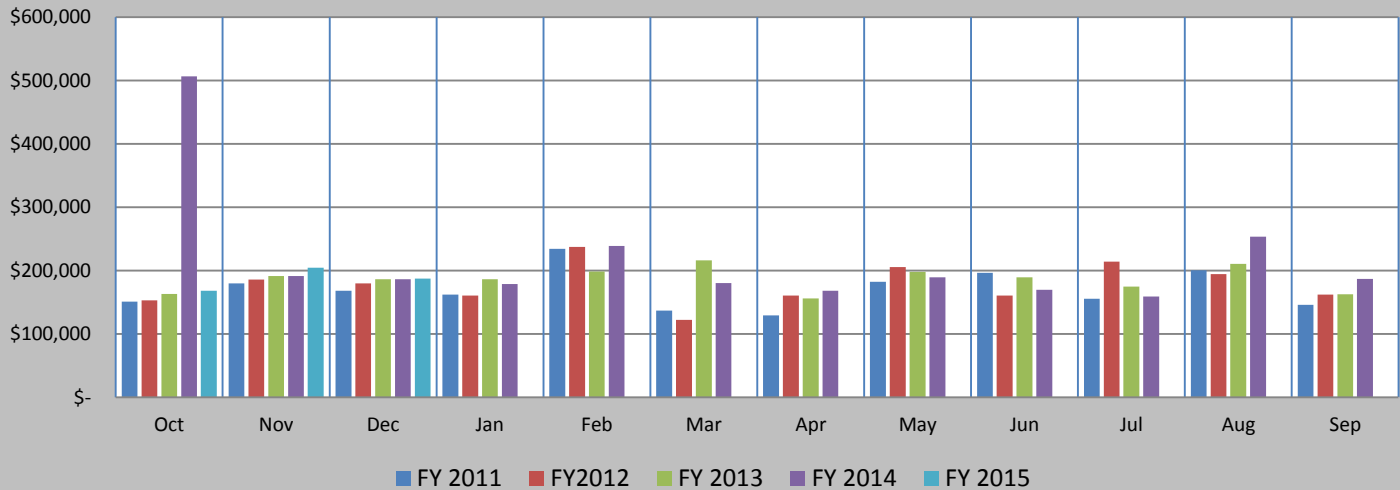


General Fund
FY 2015 Revenue & Expenditure Report by Department

	FY 2015 Adopted Budget	FY 2015 Year to Date (Unaudited)	FY 2015 Difference (Budget Balance)	% of Adopted Budget (Collected/Spent)	FY2015 Projected Budget
Revenue					
Current Property Taxes	10,249,092	3,488,471	6,760,621	34.04%	10,249,092
Franchise Taxes	1,351,800	400,714	951,086	29.64%	1,351,800
Sales Tax	2,205,000	566,284	1,638,716	25.68%	2,205,000
Permits	668,150	171,227	496,923	25.63%	668,150
Fees	305,623	50,919	254,704	16.66%	305,623
License	3,300	-	3,300	0.00%	3,300
Intergovernmental	3,500	-	3,500	0.00%	3,500
Rental	24,200	7,319	16,881	30.24%	24,200
Aquatics	325,000	5,718	319,282	1.76%	325,000
Program Fees	171,000	33,167	137,833	19.40%	171,000
Athletics	328,000	39,893	288,107	12.16%	328,000
Other Fees	16,000	3,180	12,820	19.88%	16,000
Public Safety	390,700	97,088	293,612	24.85%	390,700
Other Revenue	4,500	208	4,292	4.62%	4,500
Fines	775,750	160,727	615,023	20.72%	775,750
Investment Earnings	24,500	6,239	18,261	25.47%	24,500
Misc.	27,300	7,599	19,701	27.84%	27,300
Sale of City Property	10,000	5	9,995	0.05%	10,000
Business Enterprise Transfer	500,000	125,000	375,000	25.00%	500,000
Total	\$ 17,383,415	\$ 5,163,758	\$ 12,219,657	29.71%	\$ 17,383,415
Expenditures					
City Manager's Office	2,016,511	626,620	1,389,891	31.07%	2,013,433
Legal Service	100,000	8,105	91,895	8.11%	100,000
Finance	1,101,656	245,805	855,851	22.31%	1,097,141
Development Services	855,758	181,589	674,169	21.22%	851,472
Fire	2,570,820	599,597	1,971,223	23.32%	2,539,840
Police	4,990,394	1,178,674	3,811,720	23.62%	4,936,744
Parks, Rec., & Facilities	3,205,875	553,901	2,651,974	17.28%	3,193,805
Library	648,323	151,086	497,237	23.30%	652,149
Public Works	1,247,500	211,144	1,036,356	16.93%	1,247,500
Contingency	180,000	0	180,000	0.00%	180,000
Total	\$ 16,916,387	\$ 3,756,521	\$ 13,160,316	22.21%	16,812,084

Attachment: FY2015 1st Quarter Report (1419 : Presentation of FY 2015 First Quarter Report)

City of Bellaire Sales Tax Revenues



*Sales Tax revenues for October 2014 include an audit adjustment of \$371,994.00

Enterprise Fund

The Enterprise Fund is projected to end the FY2015 with a fund balance of \$1,927,034, which is slightly below budget.

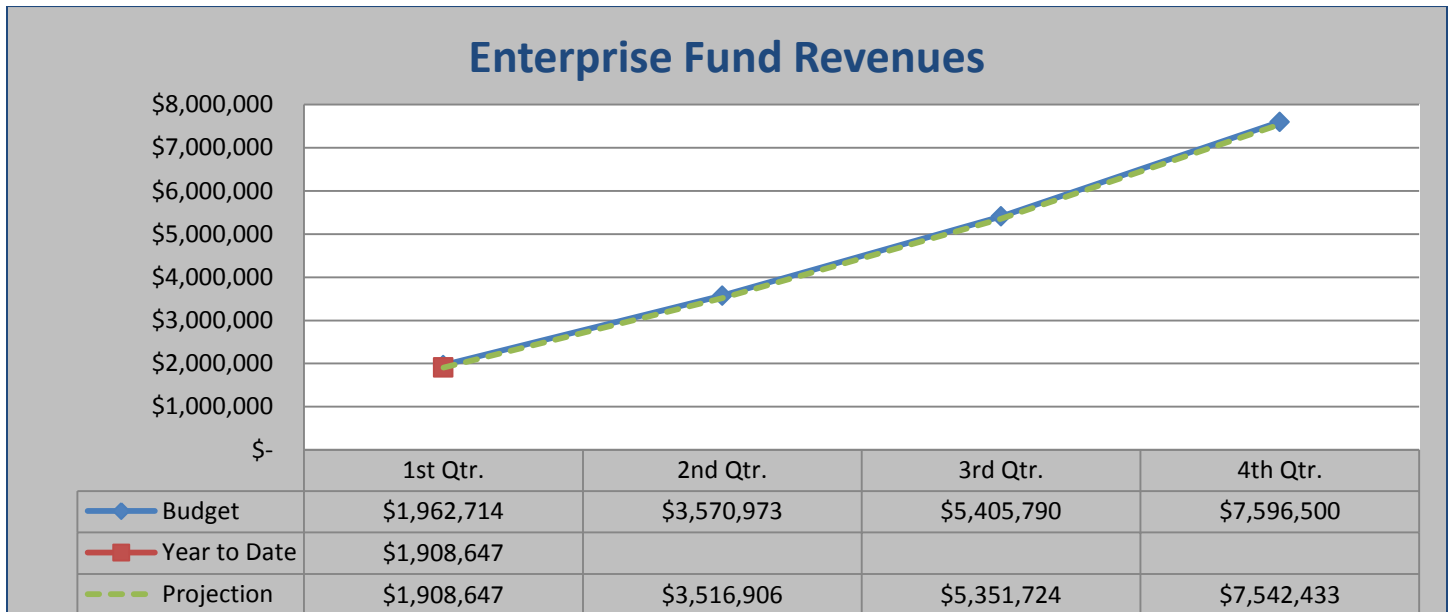
Enterprise Fund FY 15 1 st Quarter Revenue & Expense Report			
	Adopted Budget	Year to Date (Audited)	Projected End of Year Balance
Beginning Balance	3,260,270	3,154,676	3,154,676
Revenue	7,596,500	1,908,647	7,542,433
Expense	8,829,780	1,844,912	8,770,075
Ending Balance	2,026,990		1,927,034

When the FY2014 revenue projections for year-end were being made during budget development it was projected that residential water usage would come in higher than budgeted by year-end. The audited ending fund balance for FY2014 is \$105,594 less than projected.

Enterprise Fund revenues for the first quarter ended at \$1,908,647. This is under the total allocated budget based on the six year average as of December 31st by \$54,067. Expenditures are projected to end the year \$199,760 below the allocated budget. Currently the City has collected 25.13% of budgeted revenues and spent 20.89% of budget expenses.

Enterprise Fund Revenues

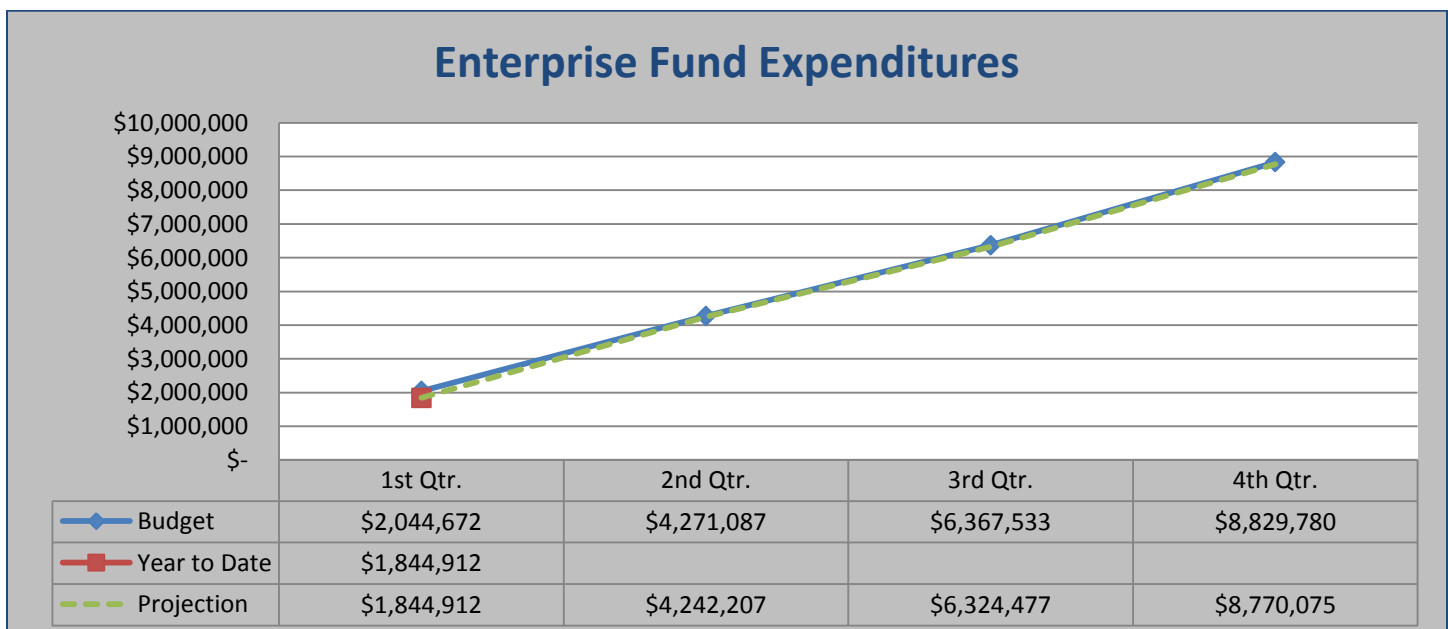
Total water revenue continues to be lower than anticipated. Water revenues for the first quarter are below the FY2015 allocated budget by \$130,000 and Wastewater revenues are below by \$19,000. A reduction to the Enterprise Fund year end revenue projections has been made of \$54,067. A further breakdown of revenue collection can be found on page 08.



Enterprise Fund Expenditures

Enterprise Fund expenditures were projected to end the first quarter at \$2,044,672. Actual expenditures for this period were \$1,844,912, which is \$199,760 under the allocated budget.

Contributing factors include regular salaries, health insurance, and fuel costs being under budget for this period. The timing of the purchase of ground water credits has taken place in the first quarter in past years. With these known factors the Enterprise Fund is projected to come in under budget by \$59,705. A further breakdown of departmental expenditures can be found on page 08.



Enterprise Fund
FY 2015 Revenue & Expenditure Report by Department

	FY 2015 Adopted Budget	FY 2015 Year to Date (Unaudited)	FY 2015 Difference (Budget Balance)	% of Adopted Budget (Collected/Spent)	FY2015 Projected Budget
Revenue					
Water Sales	3,635,000	842,307	2,792,693	23.17%	3,590,124
Waste Water Service	2,290,000	552,315	1,737,685	24.12%	2,280,809
Solid Waste – Garbage & Brush Pickup	1,434,500	357,558	1,076,942	24.93%	1,434,500
Recycling	6,200	2,785	3,415	44.92%	6,200
Charges for Service	27,200	5,635	21,565	20.72%	27,200
Other Revenue	51,100	17,804	33,296	34.84%	51,100
Investment Earnings	7,000	1,391	5,609	19.87%	7,000
Misc.	14,500	3,852	10,648	26.57%	14,500
Sale of City Property	6,000	0	6,000	0.00%	6,000
Operating Transfer In	125,000	125,000	0	100.00%	125,000
Total	\$ 7,596,500	\$ 1,908,647	\$ 5,687,853	25.13%	\$ 7,542,433
Expenditures					
Water Production	518,370	94,771	423,599	18.28%	504,283
Water Distribution	643,545	94,245	549,300	14.64%	616,242
Surface Water	1,979,691	379,597	1,600,094	19.17%	1,979,691
Wastewater Collection	475,793	96,121	379,672	20.20%	472,651
Wastewater Treatment	958,964	201,167	757,797	20.98%	958,964
Solid Waste – Garbage & Brush Pickup	1,560,099	325,230	1,234,869	20.85%	1,560,099
Utility Billing	283,318	55,031	228,287	19.42%	268,145
Business Enterprise Transfer to General Fund	2,395,000	598,750	1,796,250	25.00%	2,395,000
Contingency	15,000	0	15,000	0.00%	15,000
Total	\$ 8,829,780	\$ 1,844,912	\$ 6,984,868	20.89%	\$ 8,770,075

Attachment: FY2015 1st Quarter Report (1419 : Presentation of FY 2015 First Quarter Report)

Management & Capital Projects

During the budget process Council was presented with the Management Projects developed to provide service enhancements and review and develop policies which will allow the City to become more efficient. Council was also presented with the FY2015 Capital Projects which have been designed to meet today's infrastructure needs as well as those of the future. Outlined below are the milestones completed in the first quarter.

Management Projects

Community Safety Outreach:

The team has met twice this quarter. Currently, the team is in the initial planning stages for a Public Safety Day to be held May 9.. Additionally, the team has held two introductory meetings with citizens creating Neighborhood Watch programs.

Implement Compensation Study & Improve Employee Evaluation System:

The salary adjustments recommended in the Compensation study were implemented. Changes to the evaluation process were prepared by this team, and have been presented to the City Manager, and disseminated to Department Heads for input.

Implement Network & Data Management Improvements:

The City has migrated to a new Microsoft hosted email service. Additionally, the city rolled out its new bellairetx.gov email and web addresses. The IT Department and Network/Data team are continuing to research GIS options and database management. Network enhancements have been made to increase speed and server capacity. Currently, Public Works is building an Assets Management Database.

Evaluate R.O.W. Maintenance Ordinance:

The team held their initial meeting in November at which time members were tasked with cataloging ROW and problem areas. Additionally, the team is reviewing the current ordinance to see what improvements can be made, including a clear definition of nuisance vegetation. The team's next meeting is in February.

Develop Financial Management Policies:

In early November, the team had their initial meeting at which time they reviewed the project scope as presented to City Council. The team has developed and reviewed the financial policies with the City Manager. The Financial Management Policies will be submitted to the Audit Finance Board on February 18, 2015 and a future meeting will be held with the board for input and then Council approval later in the Spring.

Improve Safety & Risk Management:

In November, the team met to review accident/incidents which occurred between July and October, for recommendations on corrective action. Additionally, the accident/incident forms were updated and will be provided to the departments for utilization. Training for employees has and will continue to be provided. The team's next scheduled meeting is in February.

Revenue Team:

The team initially met in November and since has conducted a benchmark study of other cities and their fees, reviewed City of Bellaire Ordinances which apply to revenues, and established fee policies. A draft recommendation is expected to be ready by February and will be presented to the City Manager for review. Recommended changes will be incorporated into the FY2016 Budget.

Develop Vehicle/Equipment Management & Maintenance Plan:

The team is currently developing proposed policies/procedures for a systematic approach to vehicle maintenance/replacement. Funding scenarios for maintenance and replacement are also being reviewed along with estimated vehicle/equipment life and service times.

UV-T District Infrastructure:

Infrastructure upgrade options have been identified by Uptown Houston and a workshop has been scheduled for February 23.

Comprehensive Plan Update:

The City has contracted with Kendig Keast to update the Comprehensive Plan. Input from Parks and Public Works has been received and incorporated into draft which is anticipated to be presented to the Planning and Zoning Commission at their February meeting. The Comprehensive Plan is anticipated to be before Council in May for a Public Hearing, and in June for consideration.

Capital Projects

Rebuild Bellaire Phase 5A:

A Neighborhood Meeting was held on Thursday, December 11, 2014. The construction contract was awarded on Monday, January 26, 2015 to Total Contracting Limited for \$10,250,150. Construction is scheduled to begin mid-March 2015, and be completed by May 2016.

Rebuild Bellaire Phase 4:

Construction has been completed. Contractor is working on punch list items. Project closeout is scheduled to be taken to Council on March 2, 2015.

FY2013 Pavement Maintenance:

Construction contract was awarded on December 1, 2014 to AAA Asphalt Paving, Inc. for \$2,177,190. Construction began on January 26, 2015, and should be completed by August 2015.

FY2015 Pavement Maintenance:

Design engineering contract awarded by Council on December 1, 2014 to ARKK Engineers, Inc. for \$221,355. Funding for Trip Hazards has been incorporated into the future design of the program. Preliminary design is scheduled to be completed in February 2015, with construction completed by August 2016.

Regional Mobility Study:

The Director of Development Services and the City Engineer met with our traffic engineer consultant to review the project scope. The consultant is currently working on finalizing the project scope and cost estimates, which is scheduled to be completed by February 2015.

FY2014 Street Marking Replacement:

A contract was awarded by Council on November 3, 2014 to Batterson, LLP for \$114,561.29. The City has completed engineering and is working with the contractor to establish a schedule. The anticipated completion date is March 2015.

Citywide SCADA Systems Upgrade Phase 1:

The Public Works Department is working with the City Engineer to finalize implementation by developing a master plan and needs assessment. Installation is expected to occur by August 2016.

Wendell & Bellaire Lift Station Rehabilitation:

ARKK Engineering is preparing a proposal for the City. Preliminary design is scheduled to be completed by February 2015.

Water & Sanitary Sewer Line:

Lines for the project have been identified. ARKK is preparing a preliminary scope proposal for the City. Preliminary design is scheduled to be completed by February 2015, with construction completed by October 2015.

WWTP Fine Screen Building Replacement:

Replacement of fine screens must be completed before the building work can commence. Council approved acquisition of new fine screens on January 26, 2015. Construction is scheduled to be completed by April 2015.

Central Water Plan Electrical System Upgrade:

ARKK Engineering is preparing a preliminary scope proposal for the City. Preliminary design is scheduled to be completed by February 2015, with construction completed by August 2016.

Evergreen Park Master Plan:

Clark Condon presented several draft site plans to the Parks Board in November of 2014. A draft master plan was devised based on the comments and the “likes and dislikes” received by the Board. In January, Clark Condon presented the draft plan for their input. The draft master plan discussion will continue in February. The Master Plan is anticipated to be before Council in March.

Evelyn’s Park Phase 1:

Request for Competitive Sealed proposals were posted, received, evaluated and scored. The review committee selected 4 companies to participate in interviews. Based on their submittal and interview Linbeck was selected as the most qualified firm for the project. A contract for preconstruction and construction services was submitted and received by City Council. Linbeck is in the process of assessing the project. An update on the project is scheduled before Council on March 2.

Library Foundation:

The project is near completion, under-slab plumbing repaired, and piers installed and lifting of inner portions of foundation is scheduled. Facilities Manager is currently getting prices for interior wall repairs. The project is scheduled to be completed by April 2015.

Bellaire Town Square Municipal Facilities Design & Library Conceptual:

City Council formed an Ad Hoc Committee which has had numerous meetings. Project is 2 months behind the original schedule.

A Request for Competitive Seal Proposal was posted, received, evaluated and scored. Four firms were selected to interview for the positions. The selection team has checked references and has scheduled a second round of interviews with three of the four firms. This item is scheduled to be brought before Council for approval in March 2015.

Park Improvement Projects:

During the November City Council meeting, Council directed the Parks Board to assess and evaluate the usage of \$250,000 for “park” type improvements. On January 26, the board recommended that \$150,000 be allocated to Lafayette Park, \$50,000 toward fencing and \$50,000 to Holly Street Trail. City Council elected to allocate \$200,000.00 to Holly Street Trail improvements and \$50,000.00 for fencing in various parks.

Nature Discovery Center Improvements:

No update, a new Executive Director was hired and started the first part of January.

Trends

Development Statistics				
	FY2014 1 st Quarter		FY2015 1 st Quarter	
	QTY.	Value	QTY.	Value
New Home Construction	30	\$ 19,308,106.00	25	\$ 12,564,207.75
Home Remodeling	97	\$ 1,331,708.49	93	\$ 1,239,912.71
New Commercial Construction	2	\$ 3,525,000.00	1	\$ 9,358,460.00
Commercial Remodeling	7	\$ 372,933.00	21	\$ 1,659,019.52
Demolition	28		19	

Crime Statistics						
	October		November		December	
	FY2014	FY2015	FY2014	FY2015	FY2014	FY2015
Homicide	0	0	0	0	0	0
Sexual Assault	0	0	0	0	0	1
Robbery	1	4	3	0	0	0
Assault	6	2	1	0	3	3
Burglary Residence	2	1	1	11	2	2
Burglary Building	2	1	1	1	0	5
Theft	16	14	19	14	49	26
Motor Vehicle Theft	0	3	0	2	2	1

Departmental Vacancies		
Department	Adopted Budgeted Positions	12/31/2014 Vacancies
General Fund		
City Manager's Office	8	0
Finance	9	1
Development Services	9	0
Fire	24	1
Police	56.5	6
Parks, Rec., & Facilities	15	1
Library	8	0
Public Works	9	3
Enterprise Fund		
Water	8	5
Wastewater	11	2
Solid Waste & Recycling	11	2
Total	168.5	21

Mayor and Council

7008 S. Rice Avenue
Bellaire, TX 77401



Meeting: 02/16/15 06:00 PM
Department: Parks, Recreation and
Facilities
Category: Personnel
Department Head: Karl Miller
DOC ID: 1480 B

**SCHEDULED
ACTION ITEM (ID # 1480)**

Item Title:

Consideration of and possible action on a request from The Nature Discovery Center, Inc., for authorization to file future applications for Special Use Permits through the City Manager's Office for the sale, possession, and consumption of alcoholic beverages in Russ Pittman Park and direction to City Staff to prepare an ordinance amending the applicable chapter(s) of the City Code for the purpose of granting said request.

Background/Summary:

Currently the sale, service and consumption of alcohol is prohibited in parks and other public places by Chapter 3 and Chapter 12 of the Municipal Code of Ordinance. Section 3-4 identifies that a Special Use Permit maybe obtained for the sale, possession and consumption of alcohol.

Currently, applicants wishing to sale, possess or consume alcohol outside the Community Centers must go through City Council to receive a Special Use Permit while those wishing to sell, serve or possess alcohol in the Community Centers may receive a Special Use Permit through the City Manager.

The Nature Discovery Center (NDC) is requesting City Council's consideration for amending Chapter 3 and Chapter 12 of the Municipal Code of Ordinance, allowing NDC to apply for a Special Use Permit through the City Manager's office for the possession and consumption of alcohol in Russ Pittman Park at fundraiser events and other events throughout the year. This amendment would follow the same requirements and procedures as outline for the Community Centers, requirements attached.

Members of the NDC will be available to assist with answering any questions the Council may have regarding their request.

Previous Council Action Summary:

N/A

Fiscal Impact:

N/A

Recommendation:

It is the recommendation of Karl Miller, Director of Parks, Recreation and Facilities that City Council authorize the Director to bring back amendments to Chapter 3 and Chapter 12 of the Municipal Code of Ordinances for Council's consideration. This will Allow the Nature Discover Center to file an application through the City Manager's Office for the sale, service and consumption of alcoholic beverages in Russ Pittman Park for the purpose of fundraiser and other events.

ATTACHMENTS:

- Request to amend alcohol ordinance 020615 (PDF)
- Code of Ordinance 3-5 (DOCX)



HANA AND ARTHUR GINZBARG

nature discovery center

7112 NEWCASTLE ST
 BELLAIRE, TX 77401
 713.667.6550

www.naturediscoverycenter.org


February 6, 2015

officers

Lisa Derenthal
President
 Ben Cowan
Vice President
 Steve Louis
Treasurer
 Chris Copeland
Secretary
 Aileen McCormick
Past President

board

Brenda Cauthen
 Lynda Clemmons
 David Franklin
 Clay Lilienstern
 Jennifer Nelsen
 Alex Tsui
 Craig Wooten

advisory council

Cecilia Alatriz
 Dr. Robert & Jamie Allen
 Kathleen Ballanfant
 Kristin Berry
 Jane Dembski
 Maggie Farrar
 Marybeth Flaherty
 Dr. Johnnie & Winfred Frazier
 Terese T. Hershey
 Tom & Brenda Koch
 R.W. McKinney
 W. Ed Michna, Jr.
 Janie Mitcham
 Sumita Prasad
 J. Victor Samuels
 Cindy Siegel
 Elizabeth Blanton Wareing

executive director

Henry Owen

City of Bellaire
 7008 5th St.
 Bellaire, TX
 77401

Dear Karl Miller, Director of Parks, Recreation and Facilities,

As you are aware, the new, proposed lease agreement between the City and the Nature Discovery Center (NDC) will be presented to City Council at the February 16 Council meeting. As you have previously discussed with NDC Board Members Ben Cowan and Brenda Cauthen in conjunction with the lease negotiations, the NDC would also like the ability to serve or allow the service and consumption of alcohol in Russ Pittman Park at various, occasional fundraising and other events throughout the year.

Currently the service, possession and consumption of alcohol is prohibited by Section 3-3 of City Ordinance No. 07-077, but permits are available pursuant to Section 3-5(b) for certain city-owned public places designated in Chapter 12. The NDC respectfully requests that Council consider adding Russ Pittman Park to the list of designated public places where such permits are available. We would like for Council to consider this request at the February 16 Council meeting in conjunction with its consideration of the revised lease.

Thank you for your assistance in facilitating Council's consideration of this request, and for your continuing support of the NDC.

Sincerely,

Henry Owen
 Executive Director

Sec. 3-5. - Special Permit Procedures.

Permit required. It is unlawful for any person to sponsor, hold, or conduct a special use or activity involving the sale, possession, and/or consumption of alcoholic beverages in city-owned public places, as designated in [Chapter 12](#), Community Center, of this code, without first receiving a permit from the city.

(b)

Permit process. A person seeking the issuance of a special permit to sell, possess, or consume alcoholic beverages in city-owned public places, as designated in [Chapter 12](#), Community Center, of this code, shall file an application with the city manager or his designee. A complete application must be filed not less than 30 [days] nor more than 180 days before the date of the proposed special use or activity. The application must be signed by the person or persons responsible for the special use or activity and must include the following information:

- (1) The name, address, and telephone number of the person and/or organization and its officers applying for the permit;
- (2) If the use or activity is to be conducted for, on behalf of, or by any person other than the applicant, the name, address, and telephone number of that person;
- (3) The exact nature of the special use or activity for which the permit is being sought, including the number and type of special uses or activities planned;
- (4) The date and hours for which the permit is desired;
- (5) The number and types of vendors that will be present.
- (6) The city-owned public facility desired to be used to carry out the proposed special use or activity;
- (7) An estimate of the anticipated number of people expected to attend;
- (8) The arrangements that will be made for traffic control, security, medical care, and other services or facilities to support the special use;
- (9) Whether there will be a charge for the special use and the basis upon which persons may or may not be admitted to the event if other than a charge;
- (10) A description of any structures that will be used or erected to support the special use or activity;
- (11) The circumstances under which alcoholic beverages will be sold, served, or possessed; and
- (12) Any other information the city determines is necessary to evaluate the application and determine whether it meets the requirements of this chapter and other applicable chapters of this code.

(c)

Fees and deposits. The city may establish and collect fees, deposits, and bonds to pay for or ensure the payment of costs incurred by the city relating to the use of a city-owned public place for a special use or activity, including costs incurred for trash cleanup and removal, providing security, protection or medical care, for the administration of this chapter or any other applicable chapter of this code, and for any other necessary or related services that arise directly from the use of any city-owned public place. Additionally, the city will require the person or group to have liability insurance for the special use, event, or activity.

(d)

Permit decision. The city will make a decision on the special use permit application as promptly as possible after the applicant has provided all the information required by the application, but in no case later than ten business days after the date a complete application is submitted. A special use permit shall not be issued unless it is first found that:

(1)

The proposed sale, possession, and/or consumption of alcoholic beverages will not unreasonably interfere with or detract from the public health, safety, or welfare;

(2)

The special use or activity for which the applicant is seeking the permit will not involve youth sports or other youth activities in which any of the participants will be under 18 years of age;

(3)

The proposed sale, possession, and/or consumption of alcoholic beverages is not reasonably likely to result in or create a clear and present danger of violence by the application or by other persons or property resulting in serious harm to the public; and

(4)

The public place where the applicant proposes its activity or function has not been reserved for another activity or use at the day and hour requested in the application, during which the sale, possession, and/or consumption of alcoholic beverages by the applicant and his or her guests would be incompatible.

(e)

Conditions. The city manager or his designee may impose reasonable conditions on special use permits issued to ensure compliance with city rules, regulations, and this chapter or other applicable chapters of this Code. If such conditions are imposed, the permit issued will contain in writing all the conditions and requirements that apply to the special use or activity.

(f)

Denial of special use permits. If the city manager or his designee refuses to issue a permit as authorized by this chapter, the city manager or his designee will specify in writing the provisions of this chapter upon which the refusal was based as well as any factual information in support of the determination. Said provisions may include, but are not limited to, the following:

(1)

The application submitted is not sufficient or complete, provides false information, does not comply with this chapter or a regulation approved hereunder, or was not submitted with any required documents, fees, or deposits;

(2)

The time or location for the proposed special use or activity conflicts with the time or place of either a city-sponsored special use for which a permit has been issued or an application was already pending and there is insufficient space in the city-owned public place to accommodate both events;

- (3) The applicant has failed to arrange or provide for adequate parking, trash cleanup, security, or other arrangements to ensure that the special use or activity will be safe, secure, and healthful for the participants thereof;
 - (4) The special use or activity does not comply with this chapter, state, or federal laws or regulations, or a reasonable condition imposed by the city manager or his designee for issuance of a permit;
 - (5) The applicant has held a prior special use for which the applicant failed to comply with a requirement of this chapter, failed to pay any required fees, charges, or deposits, failed to comply with all of the conditions of the permit, failed to pay or remedy damage incurred to public property, created a dangerous condition or situation, or failed to comply with reasonable requests of the city manager or his designee, or otherwise violated the purpose or intent of this chapter;
 - (6) The special use or activity is being held primarily for commercial purposes; and/or
 - (7) The proposed special use or activity would present an unreasonable danger to the health or safety of the applicant, special use or activity attendees, or other users of the city-owned public place.
- (g) *Posting and exhibiting permits.* The special use permit issued under this chapter shall be posted in the area where the special use or activity is conducted and produced and exhibited upon the demand of any law enforcement officer or authorized parks and recreation employee.

(Ord. No. 07-077, § 2(App. A), 12-17-07)

Mayor and Council

7008 S. Rice Avenue
Bellaire, TX 77401



Meeting: 02/16/15 06:00 PM
Department: Facilities Management
Category: Agreement
Department Head: Karl Miller
DOC ID: 1206

**SCHEDULED
ORDINANCE (ID # 1206)**

Item Title:

Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the Mayor of the City of Bellaire, Texas, to execute, for and on behalf of the City of Bellaire, Texas, a lease agreement with The Nature Discovery Center, Inc., regarding maintenance and operations of the city-owned property located in Russ Pittman Park, 7112 Newcastle Street, Bellaire, Texas.

Background/Summary:

The Nature Discovery Center ("NDC") has been operating since 1988, out of the Henshaw House, which contains both administrative offices and education spaces, located in Russ Pittman Park. The current lease agreement between the City of Bellaire and NDC was adopted in 1991 and contained an annual automatic renewal clause. With the current agreement being 24 years old it had become apparent that it was necessary for both parties to work collaboratively to negotiate a new agreement. As a result of this collaborative effort a new Lease Agreement has been created in order for both entities to understand their roles and responsibilities and to maintain the integrity and safety of the structure, services and the park grounds.

The proposed agreement would be in effect for 10 years with two optional ten year renewals with NDC paying the City the sum of ten dollars (\$10.00) as rental for the full term of this lease. It allows NDC annually to host up to six special events and six overnight camp out events that extend the park curfew past 11:00 p.m. The City of Bellaire would have the ability to use the facilities through the coordination of schedules with NDC.

The City of Bellaire would continue its current responsibility of providing and paying for all associated utilities, be responsible for repair or replacement of structural elements and components of the building, provide fire and security systems, maintain future outdoor restroom facilities, trash removal and continue major tree pruning and hazardous tree removal.

NDC will continue to operate the nature center and all related activities and educational programs, provide the appropriate level of insurance required by the City, supply all locks necessary for securing the premises, provide minor repairs, general upkeep and aesthetics to the house and the grounds, agree to receive prior written approval before significant alterations are made, comply with all City policies related to park use and be responsible for total contents of the Henshaw House.

City Attorney, Alan Petrov, as well as the Nature Discover Center attorney, Benjamin Cowen have both reviewed and approved to the terms of the agreement.

Previous Council Action Summary:

December 16, 1991, approved Ordinance No. 09-097, Lease agreement between the City of Bellaire and Friends of Bellaire Park.

Fiscal Impact:

N/A

Recommendation:

Karl Miller, Director of Parks, Recreation and Facilities, recommends that Council approves the proposed Lease Agreement between the City of Bellaire and The Nature Discovery Center, Inc. Authorize the Mayor of the City of Bellaire to execute the lease agreement on behalf of the City of Bellaire.

ATTACHMENTS:

- Agreement - Lease Agreement with The Nature Discovery Center - 2015 (DOCX)
- Lease Agreement NDC (DOC)



ORDINANCE NO. 15-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AUTHORIZING THE MAYOR OF THE CITY OF BELLAIRE, TEXAS, TO EXECUTE, FOR AND ON BEHALF OF THE CITY OF BELLAIRE, TEXAS, A "LEASE AGREEMENT" BETWEEN THE CITY OF BELLAIRE, TEXAS, AND THE NATURE DISCOVERY CENTER, INC., FOR THE MAINTENANCE AND OPERATIONS OF THE HENSHAW HOUSE AND NATURE CENTER LOCATED IN RUSS PITMAN PARK, 7112 NEWCASTLE STREET, BELLAIRE, TEXAS 77401, FOR A PERIOD OF TEN (10) YEARS COMMENCING ON MARCH 1, 2015, AND EXPIRING ON FEBRUARY 28, 2025, WITH AN OPTION TO CONTINUE SAID LEASE AGREEMENT FOR TWO (2) ADDITIONAL TEN (10) YEAR TERMS.

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

The Mayor of the City of Bellaire, Texas, is hereby authorized to execute, for and on behalf of the City of Bellaire, Texas, a "Lease Agreement" between the City of Bellaire, Texas, and The Nature Discovery Center, Inc., for the maintenance and operations of the Henshaw House and Nature Center located in Russ Pitman Park, 7112 Newcastle Street, Bellaire, Texas, 77401, for a period of ten (10) years commencing on March 1, 2015, and expiring on February 28, 2025, with an option to continue said Lease Agreement for two (2) additional ten (10) year terms.

PASSED, APPROVED, and ADOPTED this, the 16th day of February, 2015.

(SEAL)

ATTEST:

Tracy L. Dutton, TRMC
City Clerk

SIGNED:

Dr. Philip L. Nauert
Mayor

APPROVED AS TO FORM:

Alan P. Petrov
City Attorney

Attachment: Agreement - Lease Agreement with The Nature Discovery Center - 2015 (1206 : NDC Operating Agreement)

LEASE AGREEMENT

This Lease Agreement, hereinafter referred to as the "Lease," is entered into by and between the City of Bellaire, Texas, hereinafter referred to as the "City," and The Nature Discovery Center, Inc., a 501(c)(3) organization, hereinafter referred to as the "Center," (collectively referred to as the "Parties") acting by and through their duly authorized representatives, respectfully.

RECITALS

WHEREAS, the City owns and operates Russ Pitman Park located at 7112 Newcastle, Bellaire Texas; and

WHEREAS, the City leases the Henshaw House (the "House"), an improvement within Russ Pitman Park, to the Center for operation of a nature discovery center; and

WHEREAS, the operation of the Center in Russ Pitman Park (the "Park") benefits residents of the City and Harris County; and

WHEREAS, the City and the Center wish to establish a new lease agreement for the continued use and improvement of the Park and the House (collectively, the "Demised Premises").

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises made to each other and the mutual benefits offered to each other, the Parties hereby agree as follows:

I. QUIET ENJOYMENT/PURPOSE

The City, as landlord, hereby demises and leases to the Center, as tenant, and the Center as tenant hereby takes from the City as landlord, the Demised Premises, to HAVE AND TO HOLD the Demised Premises, together with all rights, privileges, benefits, rights-of-way, tenements, hereditaments and easements now or hereafter appurtenant or belonging thereto. In consideration of the obligation of the Center to pay Rent as herein provided and perform the Center's other obligations under the provisions of this Lease, and in consideration of the other terms, covenants and conditions hereof, the City agrees that the Center shall at all times from and after the Effective Date and during the Lease Term freely, peaceably and quietly enjoy and occupy the full possession of the Demised Premises and the rights granted in this Lease with respect to the Demised Premises and the rights, privileges, benefits, rights-of-way, tenements, hereditaments and easements thereto without hindrance or interference by any person or entity. Subject to Article V of this Lease, the Center agrees to operate and use the Park and the House, as more specifically described on the attached Exhibit "A" to this agreement (hereinafter collectively referred to as the "Premises") as a nature discovery center for the benefit of the citizens of the City and Harris County.

II. RENT/TERM

At the commencement of this Lease, the Center shall pay the City the sum of ten dollars (\$10.00) as Rental for the full term of this Lease. The Center agrees, as additional consideration for this Lease, to bear responsibility for the management of the House and the Park, as more specifically set forth in Exhibit "B" hereto.

The term of this Lease shall be for a period of ten (10) years, commencing on March 1, 2015 and expiring on February 28, 2025. After the term, the Center shall have the option to extend this Lease for two (2) additional ten (10) year terms. The Center must give the City written notice of its intent to exercise each option at least thirty (30) days prior to the expiration of the initial or extended term, as applicable. If the Center declines to exercise its option to extend this Lease, the Center shall have thirty (30) days following the term to remove any personal property, equipment and fixtures it owns that are not of a permanent nature. If the Center exercises its option to extend the Lease for both additional ten (10) year terms, then following the second ten (10) year extension, the parties will negotiate in good faith for future extensions or renewals of the Lease.

III. ASSIGNMENT/SUBLEASE

The Center shall not assign this Lease without the prior written consent of the City. Any request by any third (3rd) party for the lease or rent of the Premises for a period of more than two (2) consecutive days must be made in writing and approved by the City's Director of Parks and Recreation.

IV. USE OF PREMISES

In consideration for the Lease as herein set out, the Center agrees to use the leased premises for horticultural, ecological, botanical and zoological studies and exhibitions, as well as programs and events fostering an understanding of the natural environment and a caring attitude toward it, or such other and further use as may be approved by the City.

During the term of this Lease, the Center may only utilize the Premises for the purpose of organizing and operating a nature center and the related activities incident thereto, provided that such nature center is open to residents of the City. Additionally, the Park shall be open to the public for passive play activities. The Center shall not engage in any business on the Premises or do anything in connection therewith which shall be in violation of any existing state or federal law or municipal ordinances, or use the same in such manner as to constitute a nuisance.

V. USE BY CITY

The City reserves the right to utilize the Park at times when activities are not scheduled by the Center. The City shall provide the Center with seven (7) days written notice of its intention to use the Park and the hours and duration of such use, and the Center shall have three (3) business days to confirm that no activities are scheduled during the requested time. If any activities are previously scheduled that cannot, in the Center's discretion, be rescheduled, then the City and the Center shall consult in good faith to identify an alternative time for the City's proposed use of the Park.

VI. REPAIR AND CONSTRUCTION OF PARK FACILITIES

The City shall bear responsibility for the performance of the activities set forth in Exhibit “C” hereto, in each case subject to the conditions, understandings and agreements set forth herein. The Center shall submit for review and approval by the City any requests for repairs that would require a permit to be issued by the City. Additionally, the Center shall submit any proposals for expansion or substantial improvement of the Park or the House to the City for review and approval by the City. All requests for repairs or proposals for expansion or substantial improvement should be made in writing to the City's Director of Parks and Recreation.

VII INDEMNIFICATION/INSURANCE

The City shall not be liable to the Center or the Center’s agents, board members, employees, contractors, members or participants for any damage to person or property caused by an act of negligence of the Center or the Center’s agents, board members, employees, contractors, members or participants, and the Center agrees to indemnify and hold harmless the City, its agents, and employees from any and all claims for any such damage arising out of the activities of the Center, its agents, council members, employees, contractors and participants. The Center shall provide the City with a policy of worker’s compensation and liability insurance in the statutorily required amount, and a policy of general liability insurance listing the City as an additional insured party with respect to the activities described herein with limits of at least \$1,000,000 per occurrence. "Additional insured" coverage must include general liability risks, including both on-going and completed operations. Individual permits issued by the City for additional activities may require additional coverages and features.

VIII. FOOD/DRINK SALES; SPECIAL EVENTS

All food or drink prepared, served, sold or stored shall be done in strict conformity with all City ordinances, state, county and federal statutes. The Center shall be permitted to extend its operating hours beyond the City’s curfew normally applicable to the Park until 11:00 p.m. at up to six (6) special events per year. In addition, the Center may host up to six (6) overnight campout events within the Park per year. The Center shall notify the City’s Director of Parks and Recreation fourteen (14) days in advance of any campout or event for which it intends to so extend its operating hours. If the Center desires to extend its operating hours past the City curfew more than six (6) times or host more than six (6) campouts in any given year, it shall obtain authorization from the City pursuant to the normally applicable procedures.

IX. UTILITIES

The City shall pay all utility costs for the operation and maintenance of the Premises, specifically consisting of electricity, gas, water, and fire and security alarms, and as more specifically described in Exhibit C.

X. OFFICERS AND BOARD MEMBERS

The Center shall submit to the City’s Parks and Recreation Department the names, addresses and phone numbers of all officers and board members of the Center within two (2) weeks after their

election or appointment, as well as a schedule of the Center's board of directors' meetings for the coming year within two (2) weeks after approval thereof by the Center's board of directors. The Center shall designate the executive director for the purpose of transmitting and receiving communications to and from the City Parks and Recreation Director.

XI. ADDITIONAL CONDITIONS

In addition to the agreements attached hereto as exhibits, this Lease is made subject to any other federal, state or City laws and ordinances now or hereafter applicable to the facilities that comprise the Premises; provided, however, that in the event of any changes to zoning or permitted land uses, the use of the Demised Premises for a nature discovery center shall be grandfathered. Failure of the Center to comply with and implement such laws and ordinances, subject to grandfathering, shall constitute a breach of this Lease as if the provisions of such laws and ordinances were set forth herein.

XII. INDEPENDENT AGENT

Nothing contained herein shall be deemed or construed by the parties hereto or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship, between the parties hereto.

XIII. TERMINATION

The Center may terminate this Lease without cause upon 120 days prior written notice to the City.

The violation of any of the provisions of this Lease constitutes a default, which may result in the termination hereof for cause by the non-defaulting party. In the event of such a default, the City may enforce the performance of this Lease in any manner provided by law and this Lease may be terminated at the City's discretion if such default continues for a period of thirty (30) days after the City notifies the Center of such default and the City's intention to declare the Lease terminated, such notice to be sent to the Center by certified mail. Thereupon, unless the Center shall have completely removed or cured said default, within thirty (30) days after notification, this Lease shall terminate. The City's agent or attorney shall thereafter have the right, without further notice or demand and without resort to legal process, to re-enter and remove all persons and Center's property from the premises. Any such property which remains in or on the Premises after termination of this Lease shall be deemed to have become the property of the City and be removed and disposed of by the City as the City sees fit, without resort to legal process and without the City being deemed guilty of any manner of trespass or becoming liable for any loss or damage which may be occasioned thereby, and the City's agent or attorney may resume possession of the Premises.

XIV. WAIVER

Failure of any Party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Lease, or to exercise any of its rights under this Lease, will not be construed as a waiver or relinquishment by such Party of such term, covenant, condition or right with respect to the same or further performance.

XV. GOVERNING LAW

This Lease will be governed, construed and enforced in accordance with the laws of the State of Texas without regard to any conflict of laws doctrine.

XVI. SEVERABILITY

If any provision of this Lease is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Lease will not be affected thereby, and this Lease will be liberally construed so as to carry out the intent of the Parties.

XVII. PARTIES IN INTEREST

The terms of this Lease will be binding upon, and inure to the benefit of, the Parties hereto and their permitted successors and assigns. Nothing in this Lease will be construed to give any person or entity (other than the Parties hereto and their permitted successors and assigns) any legal or equitable right, remedy or claim under or in respect of any terms or provisions contained in this Lease or any standing or authority to enforce the terms and provisions of this Lease.

XVIII. AMENDMENTS

This Lease may be modified or amended only by a writing signed by all Parties hereto.

XIX. COUNTERPARTS

This Lease may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

XX. CAPTIONS

Captions and section headings are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Lease.

XXI. INTERPRETATION

The Parties acknowledge and represent that this Lease has been jointly drafted by the Parties, that no provision of this Lease will be interpreted or construed against any Party solely because the Party or its legal counsel drafted such provision and that each of them has read, understood and approved the language and terms set forth herein.

XXII. FUTURE COOPERATION

The Parties agree that upon request of the other, it will cooperate and execute such further agreements or documents as may be necessary or desirable to evidence the intention of the Parties as expressed in this Lease.

XXIII. EXHIBITS

It is further provided and agreed by and between the Center and the City that the exhibits attached hereto shall be part and parcel of the Lease as if set out in their entirety, said exhibits being:

1. PREMISES

Exhibit "A" – Description of the specific premises to be used by the Center

2. FACILITY MAINTENANCE EXHIBITS

Exhibit "B" – The Center's Maintenance Responsibilities

Exhibit "C" – The City's Maintenance Responsibilities

ARTICLE XXIV. NOTICES

Any notice, consent, approval or other communication required or permitted to be given under this Lease (a "Notice"), must be in writing and must be served by delivering such notice addressed to the Party to be notified (i) effective two (2) days after depositing the notice with the U.S. Postal Service, postage prepaid, sent certified, return receipt requested; or (ii) effective upon receipt in the office of such Party to be notified if delivered in person, by commercial messenger or by a reputable overnight courier; or (iii) effective upon receipt if sent by facsimile with electronic confirmation of receipt. For purposes of giving effective notice, the addresses of the Parties are as follows:

FOR CITY:

City of Bellaire
Attn: City Manager
7008 South Rice Avenue
Bellaire, Texas 77401-4495
Phone: 713/662-8222
Fax: 713/662-8212

FOR THE CENTER:

The Nature Discovery Center
Attn: Executive Director
7112 Newcastle Drive
Bellaire, Texas 77401
Phone: 713/667-6550
Fax: 713/667-7654

Any Party may designate from time to time, upon ten (10) DAYS ADVANCE WRITTEN NOTICE TO THE OTHER Party given in accordance with this Section, a different address with respect to notices to be furnished to such Party.

This agreement is made and entered into on the ____ day of _____, 2014.

CITY OF BELLAIRE, TEXAS

BY: _____
Dr. Phil Nauert
Mayor

The Nature Discovery Center, Inc.

BY: _____
Name: _____
Title: _____
"Center"

Attachment: Lease Agreement NDC (1206 : NDC Operating Agreement)

EXHIBIT "A"**DESCRIPTION OF THE SPECIFIC PREMISES TO BE USED BY THE CENTER**

1. **Henshaw House, 7112 Newcastle, Bellaire, Texas, 77401, located on the north end of Russ Pitman Park.**
2. **Russ Pitman Park, 7112 Newcastle, Bellaire, Texas, 77401.**

EXHIBIT "B"**THE CENTER'S MAINTENANCE RESPONSIBILITIES****The Center shall:**

1. Supply all locks necessary to secure premises and provide City's Parks and Recreation Department and Facilities Department with keys or codes.
2. Perform all minor plumbing repairs.
3. Supply and maintain all necessary equipment for the operations of programs.
4. Dispose of garbage from buildings and place in proper containers.
5. Maintain the interior of the Henshaw House, making any minor repairs necessary and comply with all Health Department regulations and standards.
6. Clean and maintain Henshaw House.
7. Contact City's Parks and Recreation Department regarding fence, lights, electrical, building, landscaping or any other maintenance or repair problem(s) by 9:00 a.m. the following workday.
8. Maintain all buildings and facilities in a safe and aesthetic manner.
9. Not make significant alterations to any buildings, structures, park or property without prior written approval of City's Parks and Recreation Department.
10. Comply with all City Policies regarding park use.
11. Be responsible for the total contents of the Henshaw House and for securing any insurance for all of the contents and for paying for the insurance premiums.

EXHIBIT "C"**THE CITY'S MAINTENANCE RESPONSIBILITIES**

The City shall:

1. Provide landscaping maintenance services and major tree pruning and/or hazard tree removal, in consultation with Center staff.
2. Furnish trash receptacles for Russ Pitman Park.
3. Haul off all trash and recycling deposited in containers.
4. Major repairs to or replacement of roofs, doors, windows, wiring, transformers, etc. when necessary.
5. Perform any repair work requiring the issuance of a permit by the City, including but not limited to repair or replacement of structural elements, electrical wiring, HVAC, water supply, sewers, and plumbing.
6. Paint buildings.
7. Provide all electricity, gas and water.
8. Provide and maintain security, lighting, and fire systems, and provide lock codes and/or keys to park access gates.
9. Service and maintain outdoor restroom facilities.
10. The City has the right and privilege to enter and inspect buildings and premises at any time. Prior notice will be given except in exigent circumstances.

Mayor and Council

7008 S. Rice Avenue
Bellaire, TX 77401



Meeting: 02/16/15 06:00 PM
Department: Public Works
Category: Ordinance
Department Head: Brant Gary
DOC ID: 1446

**SCHEDULED
ORDINANCE (ID # 1446)**

Item Title:

Consideration of and possible action on a recommendation from the Bellaire Public Works Department to make the final payment on the FY2013 Street Management Project to AAA Asphalt Paving, Inc., in the amount of \$54,537.74 and on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the Director of Public Works of the City of Bellaire, Texas, to execute, for and on behalf of the City of Bellaire, Texas, an "Application for Payment - Final (No. 9)" with AAA Asphalt Paving, Inc., in the amount of \$54,537.74 to a contract for the FY2013 Street Management Project and authorizing the City of Bellaire to make the final payment to AAA Asphalt Paving, Inc., on said project in the amount of \$54,437.74. This final payment results in a final contract amount of \$1,090,754.88 compared to the original contract amount of \$1,242,942.00.

Background/Summary:

This contract was for the paving and drainage improvements of the FY2013 Street Management Project.

Areas in this project that received repair work were:

- 900 - 1200 Blocks of Mulberry	- 7100 Block of First Street
- 4300 Block of Lamont Circle	- 1100 Block of Colonial Street
- 4300 Block of Compton Circle	- 1100 Block of Sheffield Street
- 4300 Block of Lampton Circle	- Intersection of Huisache Street & Mapleridge
- 4700, 5000 & 5200 Blocks of Braeburn Dr	- 4400 Block of Basswood Lane
- 5100 - 5200 Blocks of Pine Street	- 4700 Block of Saxon Street
- 100 Block of McTighe Drive	- 4700 - 4800 Blocks of Wedgewood Drive
- 4700 Block of Mayfair Street	- 1000 Block of Anderson Street
- 1100 Block of Anderson Street	- 6600 Block of Ferris Street
- 5100 - 5200 Block of Palmetto Street	- 500 Block of Bolivar Street
- 800 Block of Circle Drive	- Huisache from S Rice Avenue to Mapleridge
- 5000 Block of Bellaire Blvd	- 4521 Beech Gutter Repair
- 500 Block of Chelsea Street	- Pin Oak Estates
- Inlet repairs on S Rice Avenue	- Glenmont from S Rice Avenue to Anderson
- 5600- 5700 Blocks of Innsbruck Drive	- Sunburst Gutter Repair
- 6800 Block of Second Street	

Final payment request (Payment #9 herein) is in the amount of \$54,537.74.

The Original Contract Price for this project was \$1,242,942.00. The Final Contract Price is \$1,090,754.88. The entire scope of the project as listed above has been completed.

Previous Council Action Summary:

The Engineering Services Contract was awarded by Council (Ordinance No. 13-046) on August 19, 2013 to ARKK Engineers, Inc in the amount of \$206,240.00.

The Construction Contract was awarded by Council (Ordinance No. 14-008) on January 27, 2014 to AAA Asphalt Paving, Inc in the amount of \$1,242,942.00.

Fiscal Impact:

This project was funded by the METRO Mobility Fund. The remaining contract amount of \$152,187.12 will be unencumbered and returned to the METRO Mobility Fund.

Recommendation:

Staff respectfully requests favorable City Council action with respect to the final payment request of \$54,537.74 on the contract for FY2013 Street Management Project, with AAA Asphalt Paving, Inc., and authorization for the Mayor and the City Clerk of the City of Bellaire, Texas, to execute and attest to a Final Payment with AAA Asphalt Paving, Inc in the amount of \$54,537.74.

ATTACHMENTS:

- Final Payment - AAA Asphalt Paving - FY2013 Street Management Project - 2015 (DOCX)
- Contract Closeout (PDF)



ORDINANCE NO. 15-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AUTHORIZING THE DIRECTOR OF PUBLIC WORKS OF THE CITY OF BELLAIRE, TEXAS, TO EXECUTE, FOR AND ON BEHALF OF THE CITY OF BELLAIRE, TEXAS, AN "APPLICATION FOR PAYMENT – FINAL (NO. 9)" WITH AAA ASPHALT PAVING, INC., IN THE AMOUNT OF \$54,537.74 TO A CONTRACT FOR THE FY2013 STREET MANAGEMENT PROJECT AND AUTHORIZING THE CITY OF BELLAIRE TO MAKE THE FINAL PAYMENT TO AAA ASPHALT PAVING, INC., ON SAID PROJECT IN THE AMOUNT OF \$54,537.74.

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

Section 1. The Director of Public Works of the City of Bellaire, Texas, is hereby authorized to execute, for and on behalf of the City of Bellaire, Texas, an "Application for Payment – Final (No. 9)" with AAA Asphalt Paving, Inc., in the amount of \$54,537.74 to a contract for the FY2013 Street Management Project and authorizing the City of Bellaire to make the final payment to AAA Asphalt Paving, Inc., on said project in the amount of \$54,537.54.

Section 2. Upon execution of said "Application for Payment – Final (No. 9)," the total amount paid to AAA Asphalt Paving, Inc., will equal \$1,090,754.88.

PASSED, APPROVED, and ADOPTED this, the 16th day of February, 2015.

(SEAL)

ATTEST:

Tracy L. Dutton, TRMC
City Clerk

SIGNED:

Dr. Philip L. Nauert
Mayor

APPROVED AS TO FORM:

Alan P. Petrov
City Attorney



January 26, 2015

Mr. Brant Gary
Director of Public Works
City of Bellaire
4337 Edith St.
Bellaire, Texas 77401

Re: **Contract Closeout**
FY2013 Street Pavement Management Project
City of Bellaire
ARKK Job No. 13-021

Dear Mr. Gary:

As you are aware, construction on the above referenced project is complete. Enclosed please find the Contract Closeout Documents for the above referenced project:

1. "Agreement of Final Payment and Contractor's Sworn Release" with Affidavit stating all bills have been paid.
2. Exhibit "B" – Pay Estimate No. 9 – Final.
3. City Engineer's "Certificate of Completion".

The one year warranty period for the project started December 15, 2014. The documents are in order and the work has been completed. We recommend payment of the Final Payment request and acceptance of the work by the City. Upon acceptance, the City should issue a "Certificate of Acceptance" of the work to the Contractor.

Sincerely,

ARKK Engineers, LLC

A handwritten signature in blue ink, appearing to read 'James B. Andrews II', is written over the printed name.

James B. Andrews II, P.E.

Attachment: Contract Closeout (1446 : Closeout of FY2013 Street Pavement Management Project)

**Agreement of Final Payment
and
Contractor's Sworn Release**

ATTACHMENT NO. 2 TO GENERAL CONDITIONS

AGREEMENT FOR FINAL PAYMENT AND CONTRACTOR'S SWORN RELEASE

In order to insure that the rights, obligations and responsibilities of all parties to the original contract document are fully protected, which contract document was signed and executed on the day of _____, 20__ by _____, referred to therein as CONTRACTOR and hereinafter referred to as CONTRACTOR, and the CITY OF BELLAIRE, TEXAS on the _____ day of _____, 20__, and further in consideration for the final payment of all sums due and claimed by the CONTRACTOR against the CITY OF BELLAIRE, TEXAS, the CONTRACTOR makes the following representations to the CITY OF BELLAIRE, TEXAS, either individually if a proprietorship, jointly by all partners if a partnership, or if a corporation, by action of the president and secretary of said corporation, as duly authorized by appropriate action of the stockholders and/or board of directors of said corporation, their signatures hereon constituting a representation under oath by said individuals that they have the power and authority to execute this Agreement for and on behalf of the said corporation:

I.

The CONTRACTOR has received 8 (number) payments pursuant to 9-Final (number) of CONTRACTOR Payment Estimates, copies of which are attached hereto and marked Exhibit "A", presented to the CITY OF BELLAIRE, TEXAS and paid during the progress of the job referred to in the Contract between the parties; and in this regard, the undersigned CONTRACTOR represents to the CITY OF BELLAIRE, TEXAS that it does not claim nor intend to claim at any future date, any additional sums of money of any nature whatsoever under and by virtue of the payment estimates previously submitted to the PROFESSIONAL for approval, or any other sums of money of any nature whatsoever for materials furnished and used in the job or for work done, and hereby releases and discharges the CITY OF BELLAIRE, TEXAS from any liabilities of any nature

whatsoever, for any claims of any nature made by the CONTRACTOR at some future date, or by its successors or assigns.

II.

The undersigned CONTRACTOR further represents to the CITY OF BELLAIRE, TEXAS that the Final Payment Estimate, reflecting all associated Change Orders, if any, submitted by the CONTRACTOR to the CITY OF BELLAIRE, TEXAS, whether or not modified, corrected or changed in some way by deletions or other modifications by the PROFESSIONAL, the CONTRACTOR or the CITY OF BELLAIRE, TEXAS, a copy of which is attached hereto and marked Exhibit "B", is true, correct and accurate; and it is further agreed and stipulated by the undersigned CONTRACTOR that upon the receipt of final payment in the amount as set out on the Final Payment Estimate and Change Order, the CONTRACTOR, by execution of this instrument of release, does, therefore, release and forever discharge the CITY OF BELLAIRE, TEXAS of and from all manner of debts, demands, obligations, suits, liabilities and causes of action of any nature whatsoever under and by virtue of the terms and provisions of the Contract hereinbefore referred to, and any change or modification thereof, or in any manner growing out of or arising from or by virtue of the work, labor and services performed by the CONTRACTOR.

III.

CONTRACTOR, in addition to the provisions set out in the contract document, agrees to indemnify and hold the CITY OF BELLAIRE, TEXAS harmless from any and all causes of action, claims, demands or suits made by any person or other entity against the CITY OF BELLAIRE, TEXAS, by reason of the work performed by such CONTRACTOR, and agrees to defend or to cause the same to be defended at the CONTRACTOR's sole expense and obligation, whenever such actions may be brought, and further to pay all costs incurred by the CITY OF BELLAIRE, TEXAS in the defense thereof, including administrative costs and attorney's fees, and further to pay any

judgments or settlements which may be entered into or agreed to against or for the benefit of the CITY OF BELLAIRE, TEXAS. It is, however, specifically agreed that the CITY OF BELLAIRE, TEXAS shall not enter into any settlement agreements without the acquiescence and agreement of the CONTRACTOR.

IV.

The CONTRACTOR, acting by and through the person or persons whose names are subscribed hereto, does solemnly swear and affirm that all bills and claims have been paid to all materialmen, suppliers, laborers, subcontractors, or other entities performing services or supplying materials, and that the CITY OF BELLAIRE, TEXAS shall not be subject to any bills, claims, demands, litigation or suits in connection therewith.

V.

It is further specifically understood and agreed that this Agreement for Final Payment and Contractor's Sworn Release shall constitute a part of the original Contract of the parties heretofore previously referred to, and it is also specifically understood and agreed that this Agreement shall not act as a modification, waiver or renunciation by the CITY OF BELLAIRE, TEXAS of any of its rights or remedies as set out in the contract itself, but this Agreement for Final Payment and Contractor's Sworn Release shall constitute a supplement thereto for the additional protection of the CITY OF BELLAIRE, TEXAS.

VI.

This Agreement for Final Payment and Contractor's Sworn Release shall be considered to be continuing and binding upon the parties hereto and shall not terminate upon receipt and acceptance by the CONTRACTOR of final payment, but shall be deemed continuing so long as any actions, claims or other demands contemplated herein against the CITY OF BELLAIRE, TEXAS, may lawfully be brought under applicable statutes of limitations, and shall in addition be deemed to be

continuing for such additional period of time as shall be necessary to compensate and repay to the CITY OF BELLAIRE, TEXAS, all costs or damages incurred by it by reason of such claims.

SIGNED and EXECUTED this, the 13th day of January, 2015.

CONTRACTOR


Signature

Print Name: Michael D. Hoffman

Attachment: Contract Closeout (1446 : Closeout of FY2013 Street Pavement Management Project)

[If CONTRACTOR is a proprietorship, OWNER must sign; if a partnership, each partner must sign; if a corporation, the following language should be used.]

SIGNED and EXECUTED this, the 13th day of January, 2015, by
AAA Asphalt Paving Inc., a Texas corporation, under authority
granted to the undersigned by said corporation as contained in the Charter, By-Laws or Minutes of a
meeting of said corporation regularly called and held.

CONTRACTOR

Michael D. Hoffman
Signature

Print Name: Michael D. Hoffman

ATTEST:

Michael D. Hoffman
Corporate Secretary
(Corporate Seal)

Attachment: Contract Closeout (1446 : Closeout of FY2013 Street Pavement Management Project)

**CONTRACTOR'S
AFFIDAVIT OF
PAYMENT OF
DEBTS AND CLAIMS**

Conforms with the American Institute of
Architects, AIA Document G706

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO (Owner):
City of Bellaire
7008 S. Rice Ave.
Bellaire, TX 77401

CONTRACT FOR: ASPHALT
Original Contract Amount - \$1,242,942.00
Final Contract Amount - \$1,090,754.88

PROJECT: (name, address)
FY2013 Street Management Project

CONTRACT DATE: April 2014

STATE OF: Texas
County of: Harris

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

NONE

Houston, Texas 77041

CONTRACTOR:
AAA Asphalt Paving, Inc
10526 Tanner Road


Michael D. Hoffman, President

The following supporting documents should be attached hereto if required by the Owner:

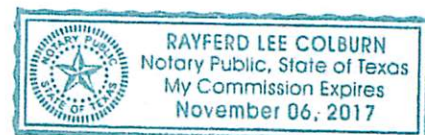
1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Sub-contractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA DOCUMENT G706A).

Subscribed and Sworn Before Me This 13th
Day of January 2015

Notary Public:



My Commission Expires:



Attachment: Contract Closeout (1446 : Closeout of FY2013 Street Pavement Management Project)

Exhibit "B"

Pay Estimate No. 9-Final



January 26, 2015

Mr. Brant Gary
Director of Public Works
City of Bellaire
4337 Edith St.
Bellaire, Texas 77401

RE: FY 2013 Street Management Project
City of Bellaire
ARKK Job No. 13-021

Enclosed please find one copy of the following items for the above referenced project:

1. Application for Payment No. 9-Final
2. Pay Estimate No. 9-Final
3. Daily Report Summary

The amount of Application for Payment No. 9-Final is **\$54,537.74**

ARKK Engineers, LLC. has reviewed this application and recommends payment of said application.

Sincerely,

ARKK Engineers, LLC

A handwritten signature in blue ink, appearing to read "James B. Andrews II", is written over the printed name.

James B. Andrews II,
Senior Project Manager

JBA/bv

cc: Mr. Phil Briscoe - ARKK Engineers, LLC
Mr. Rayford Colburn - AAA Asphalt Paving, Inc.



CITY OF BELLAIRE

Estimate No. : 9-Final
 Cut off Date : 12/10/2014
 Estimate Date : 1/26/2015

ESTIMATE AND CERTIFICATE FOR PAYMENT UNIT PRICE WORK

Project Name : FY2013 Street Management
 Contractor Name : AAA Asphalt Paving, Inc.
 Address : 10526 Tanner Road, Houston, Texas 77041

CONTRACT INFORMATION

Contract Date : 2/17/2014
 Notice to Proceed Date : 4/7/2014
 Current Completion Date : 12/10/2014
 Percentage Complete
 By Time : 100.00% In Place : 87.76%

Original Contract Time : 180
 Approved Extensions : 68
 Total Contract Time : 248
 Days Used to Date : 248
 Days Remaining to Date : 0

1. Original Contract Amount
2. Approved Change Orders

\$ 1,242,942.00

No.	Date	Add. Days	Amount
		68	

\$ -

TOTAL CONTRACT AMOUNT : \$ 1,242,942.00

A. EARNINGS TO DATE

1. Work Complete to Date 100.00% Completed to Date
2. Materials on Hand

\$ 1,090,754.88

\$ -

TOTAL EARNINGS TO DATE : \$ 1,090,754.88

B. DEDUCTIONS

1. Retainage 0.00% of \$ 1,090,754.88
2. Liquidated Damages 0 Days at \$0.00 per day.

\$ -

\$ -

TOTAL DEDUCTIONS TO DATE : \$ -

C. AMOUNT DUE THIS PERIOD

1. Total Earnings to Date
2. Total Deductions to Date
3. Total Payment Due to Date
4. Less Previous Payments

\$ 1,090,754.88

\$ -

\$ 1,090,754.88

\$ 1,036,217.14

TOTAL AMOUNT DUE TO THE CONTRACTOR THIS DATE : \$ 54,537.74

PAYMENT OF THE ABOVE AMOUNT DUE THIS APPLICATION IS RECOMMENDED

Prepared By: Bob Voo 1/26/2015
 Construction Manager Date

Recommended By: James B. Almon 1/26/2015
 City Engineer Date

Approved By _____
 Director of Public Works Date

Attachment: Contract Closeout (1446 : Closeout of FY2013 Street Pavement Management Project)



CITY OF BELLAIRE

ESTIMATE DETAILS FOR PAYMENT OF UNIT PRICE ITEMS

Project Name: FY2013 Street Pavement Management Project
Contractor: AAA Asphalt Paving, Inc.
Date Range: N/A

Project Number: 13-021
Estimate No.: 9-Final

Item No.	Description	Unit	Plan	Unit Price	Mo Qty	Mo. Amount \$	Qty To Date	Amt to Date\$
BASE BID ITEMS - PAVING								
1	Mill existing hot mix asphaltic concrete overlay (all depths), complete in place, the sum of	S.Y.	17,364	\$2.50	0.00	\$ -	20,034.50	\$ 50,086.25
2	Mill or grind existing concrete pavement (2" max depth, 12" wide) leaving a smooth surface, complete in place, the sum of	L.F.	250	\$25.00	0.00	\$ -	0.00	\$ -
3	Asphalt overlay, level up course including tack coat to provide cross section and grades as directed by Engineer after survey by Contractor, complete in place, the sum of	TON	1,922	\$93.00	0.00	\$ -	532.31	\$ 49,504.83
4	Asphalt overlay, surface course (2"), including tack coat, complete in place, the sum of	S.Y.	17,946	\$11.00	0.00	\$ -	20,034.50	\$ 220,379.50
5	Clean and seal existing cracks prior to overlay, and expansion joints, hot rubber asphalt compound, (cracks >1/4"), complete in place, the sum of	L.F.	12,950	\$2.00	0.00	\$ -	4,414.00	\$ 8,828.00
6	Geocomposite Self-Adhesive Membrane PavePrep SA	S.Y.	800	\$5.00	0.00	\$ -	0.00	\$ -
7	Remove and replace existing concrete pavement on 12" cement stabilized sand, match existing thickness (7" min), including required sawcutting, reinforcement, undercut, dowel bars drilled into existing pavement, and subgrade, complete in place, the sum of	S.Y.	1,877	\$105.00	0.00	\$ -	606.69	\$ 63,702.45
8	Remove and replace existing concrete pavement with High Early 7-sack minimum on 12" cement stabilized sand, match existing thickness (7" min), including required sawcutting, reinforcement, undercut, dowel bars drilled into existing pavement, and subgrade, on BELLAIRE BOULEVARD complete in place, the sum of	S.Y.	261	\$115.00	0.00	\$ -	208.90	\$ 24,023.50
9	Remove and replace existing concrete curb, including sawcutting and reinforcement, complete in place, the sum of	L.F.	751	\$10.00	0.00	\$ -	989.00	\$ 9,890.00
10	Remove and replace existing concrete curb & gutter, including sawcutting and reinforcement, complete in place, the sum of	L.F.	100	\$40.00	0.00	\$ -	245.50	\$ 9,820.00
11	Remove and replace existing concrete driveways, including sawcutting, reinforcement and 6" cement stabilized sand subgrade, match existing driveway material, color, and pattern, complete in place, the sum of	S.Y.	301	\$135.00	0.00	\$ -	216.07	\$ 29,169.45
12	Remove and replace existing concrete sidewalks, including sawcutting, 6" subgrade, steel reinforcement, and dowels to adjacent concrete, complete in place, the sum of	S.F.	249	\$15.00	0.00	\$ -	1,102.50	\$ 16,537.50
13	Removal of unsuitable material below proposed subgrade and replace with compacted cement stabilized sand, complete in place, the sum of	C.Y.	150	\$60.00	0.00	\$ -	0.00	\$ -
14	Removal and replacement of HMAC next to curb, 12" wide, to grade set by Engineer after Survey by Contractor, complete in place, the sum of	L.F.	300	\$30.00	0.00	\$ -	0.00	\$ -
					Subtotal	\$ -		\$ 481,941.48

Attachment: Contract Closeout (1446 : Closeout of FY2013 Street Pavement Management Project)



CITY OF BELLAIRE

ESTIMATE DETAILS FOR PAYMENT OF UNIT PRICE ITEMS

Project Name: FY2013 Street Pavement Management Project
Contractor: AAA Asphalt Paving, Inc.
Date Range: N/A

Project Number: 13-021
Estimate No.: 9-Final

Item No.	Description	Unit	Plan	Unit Price	Mo Qty	Mo. Amount \$	Qty To Date	Amt to Date\$
BASE BID ITEMS - DRAINAGE								
15	Remove and replace PVC yard drain lines with like size PVC Schedule 40 pipe, through concrete curb, complete in place, the sum of	L.F.	50	\$50.00	0.00	\$ -	4.00	\$ 200.00
16	Remove & Replace Existing Inlet with Type B Inlet, complete in place, the sum of	EA.	8	\$2,800.00	0.00	\$ -	0.00	\$ -
17	Remove & Replace Existing Inlet with Type BB Inlet, complete in place, the sum of	EA.	1	\$3,300.00	0.00	\$ -	3.00	\$ 9,900.00
18	Remove & Replace Existing Inlet with Type C-1 Inlet, complete in place, the sum of	EA.	1	\$3,300.00	0.00	\$ -	0.00	\$ -
19	Concrete valley gutter, complete in place, the sum of	S.Y.	40	\$100.00	0.00	\$ -	88.80	\$ 8,880.00
20	Type B Inlet, cast in place or precast, complete in place, the sum of	EA.	2	\$2,600.00	0.00	\$ -	0.00	\$ -
21	Type BB Inlet, cast in place or precast, complete in place, the sum of	EA.	1	\$3,100.00	0.00	\$ -	2.00	\$ 6,200.00
22	Type C-1 Inlet, cast in place or precast, complete in place, the sum of	EA.	1	\$3,100.00	0.00	\$ -	0.00	\$ -
23	Remove & Replace Type B Inlet top section, complete in place, the sum of	EA.	2	\$1,500.00	0.00	\$ -	0.00	\$ -
24	Remove & Replace Type BB Inlet top section, complete in place, the sum of	EA.	3	\$2,000.00	0.00	\$ -	2.00	\$ 4,000.00
25	Adjust 2x3 Inlet Frame and Grate to grade of HMAC overlay, complete in place, the sum of	EA.	8	\$500.00	0.00	\$ -	3.00	\$ 1,500.00
26	12" SDR26 PVC storm sewer, all depths, complete in place, the sum of	L.F.	20	\$50.00	0.00	\$ -	0.00	\$ -
27	18" RCP storm sewer, all depths, complete in place, the sum of	L.F.	30	\$85.00	0.00	\$ -	2.50	\$ 212.50
28	Trench Protection, complete in place, the sum of	L.F.	50	\$5.00	0.00	\$ -	0.00	\$ -
					Subtotal	\$ -	\$ 30,892.50	
SUPPLEMENTAL ITEMS								
29	Extra compacted cement stabilized sand backfill, complete in place, the sum of	C.Y.	140	\$35.00	0.00	\$ -	0.00	\$ -
30	Extra concrete (all classes), complete in place, the sum of	C.Y.	80	\$200.00	0.00	\$ -	0.00	\$ -
31	Extra select backfill (PI between and 20), complete in place, the sum of	C.Y.	80	\$24.00	0.00	\$ -	0.00	\$ -
32	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 proposed improvements are placed in excavation), complete in place, the sum of	C.Y.	200	\$50.00	0.00	\$ -	0.00	\$ -
33	As authorized by Engineer, extra excavation of unsuitable material for replacement with imported backfill, complete in place, the sum of	C.Y.	100	\$30.00	0.00	\$ -	0.00	\$ -
34	Additional removal of unsuitable material and soft spots under point repair locations, complete in place, the sum of	C.Y.	300	\$30.00	0.00	\$ -	38.40	\$ 1,152.00
35	Sanitary sewer service adjustment, complete in place, the sum of	EA.	2	\$1,000.00	0.00	\$ -	0.00	\$ -

Attachment: Contract Closeout (1446 : Closeout of FY2013 Street Pavement Management Project)



CITY OF BELLAIRE

ESTIMATE DETAILS FOR PAYMENT OF UNIT PRICE ITEMS

Project Name: FY2013 Street Pavement Management Project
Contractor: AAA Asphalt Paving, Inc.
Date Range: N/A

Project Number: 13-021
Estimate No.: 9-Final

Item No.	Description	Unit	Plan	Unit Price	Mo Qty	Mo. Amount \$	Qty To Date	Amt to Date\$
36	Waterline service adjustment, complete in place, the sum of	EA.	10	\$600.00	0.00	\$ -	0.00	\$ -
37	4" White thermoplastic pavement striping, complete in place, the sum of	L.F.	200	\$3.00	0.00	\$ -	0.00	\$ -
38	12" White thermoplastic pavement striping, complete in place, the sum of	L.F.	120	\$9.00	0.00	\$ -	0.00	\$ -
39	24" White thermoplastic pavement striping, complete in place, the sum of	L.F.	50	\$20.00	0.00	\$ -	0.00	\$ -
40	Inlet protection barrier on existing curb inlet, complete in place, the sum of	EA.	20	\$100.00	0.00	\$ -	0.00	\$ -
41	Allowance for miscellaneous items, complete in place, the sum of	L.S.	1	\$3,000.00	0.00	\$ -	0.00	\$ -
					Subtotal	\$ -		\$ 1,152.00
ADD ALTERNATE NO.1 ITEMS - PAVING								
42	Mill existing hot mix asphaltic concrete overlay (all depths), complete in place, the sum of	S.Y.	6072	\$3.00	0.00	\$ -	16,856.00	\$ 50,568.00
43	Asphalt overlay, level up course including tack coat to provide cross section and grades as directed by Engineer after survey by Contractor, complete in place, the sum of	TON	681	\$93.00	0.00	\$ -	159.30	\$ 14,814.90
44	Asphalt overlay, surface course (2"), including tack coat, complete in place, the sum of	S.Y.	6072	\$13.00	0.00	\$ -	16,856.00	\$ 219,128.00
45	Clean and seal existing cracks prior to overlay, and expansion joints, hot rubber asphalt compound, (cracks >1/4"), complete in place, the sum of	L.F.	1250	\$2.00	0.00	\$ -	0.00	\$ -
46	Remove and replace existing concrete pavement on 12" cement stabilized sand, match existing thickness (7" min), including required sawcutting, reinforcement, undercut, dowel bars drilled into existing pavement, and subgrade, complete in place, the sum of	S.Y.	1121	\$110.00	0.00	\$ -	2,380.00	\$ 261,800.00
47	Remove and replace existing concrete curb, including sawcutting and reinforcement, complete in place, the sum of	L.F.	472	\$10.00	0.00	\$ -	1,008.00	\$ 10,080.00
48	Remove and replace existing concrete driveways, including sawcutting, reinforcement and 6" cement stabilized sand subgrade, match existing driveway material, color, and pattern, complete in place, the sum of	S.Y.	211	\$135.00	0.00	\$ -	142.80	\$ 19,278.00
49	Removal of unsuitable material below proposed subgrade and replace with compacted cement stabilized sand, complete in place, the sum of	C.Y.	150	\$60.00	0.00	\$ -	0.00	\$ -
50	Removal and replacement of HMA next to curb, 12" wide, to grade set by Engineer after Survey by Contractor, complete in place, the sum of	L.F.	300	\$30.00	0.00	\$ -	0.00	\$ -
					Subtotal	\$ -		\$ 575,668.90

Attachment: Contract Closeout (1446 : Closeout of FY2013 Street Pavement Management Project)



CITY OF BELLAIRE

ESTIMATE DETAILS FOR PAYMENT OF UNIT PRICE ITEMS

Project Name: FY2013 Street Pavement Management Project
Contractor: AAA Asphalt Paving, Inc.
Date Range: N/A

Project Number: 13-021
Estimate No.: 9-Final

Item No.	Description	Unit	Plan	Unit Price	Mo Qty	Mo. Amount \$	Qty To Date	Amt to Date\$
ADD ALTERNATE NO.1 ITEMS - DRAINAGE								
51	Remove and replace PVC yard drain lines with like size PVC Schedule 40 pipe, through concrete curb, complete in place, the sum of	L.F.	50	\$50.00	0	\$ -	22	\$ 1,100.00
52	Remove & Replace Existing Inlet with Type BB Inlet, complete in place, the sum of	EA.	2	\$2,800.00	0	\$ -	0	\$ -
53	Remove & Replace Existing Inlet with Type C-1 Inlet, complete in place, the sum of	EA.	1	\$3,300.00	0	\$ -	0	\$ -
54	Type BB Inlet, cast in place or precast, complete in place, the sum of	EA.	1	\$3,300.00	0	\$ -	0	\$ -
55	Type C-1 Inlet, cast in place or precast, complete in place, the sum of	EA.	1	\$3,100.00	0	\$ -	0	\$ -
56	Remove & Replace Type B Inlet top section, complete in place, the sum of	EA.	1	\$1,500.00	0	\$ -	0	\$ -
57	Remove & Replace Type BB Inlet top section, complete in place, the sum of	EA.	2	\$2,000.00	0	\$ -	0	\$ -
58	12" SDR26 PVC storm sewer, all depths, complete in place, the sum of	L.F.	20	\$50.00	0	\$ -	0	\$ -
59	Trench Protection, complete in place, the sum of	L.F.	50	\$5.00	0	\$ -	0	\$ -
					Subtotal	\$ -		\$ 1,100.00
					Grand Total	\$ -		\$ 1,090,754.88

Attachment: Contract Closeout (1446 : Closeout of FY2013 Street Pavement Management Project)

Certificate of Completion



January 26, 2015

Mr. Brant Gary
Director of Public Works
City of Bellaire
4337 Edith St.
Bellaire, Texas 77401

Re: **Certificate of Completion**
FY2013 Street Pavement Management Project
City of Bellaire
ARKK Job No. 13-021

Dear Mr. Gary:

As per the specifications, ARKK Engineers, LLC, has reviewed the work referenced above. Based on our observation and to the best of our knowledge, information and belief, the work has been completed in accordance with the terms and conditions of the Contract Documents. Therefore, we recommend acceptance of the work by the City of Bellaire.

This letter constitutes the Engineer's Certificate of Completion.

It is recommended that this project be accepted by the City of Bellaire by issuing AAA Asphalt Paving, Inc. a Certificate of Acceptance. Please be advised that as required by the contract documents, the Owner shall issue such Certificate of Acceptance within 10 days of the receipt of this letter, or advise the Contractor in writing of the reason for non-acceptance.

Sincerely,

ARKK Engineers, LLC

A handwritten signature in blue ink, appearing to read "James B. Andrews", is written over a horizontal line.

James B. Andrews, P.E.
City Engineer

Attachment: Contract Closeout (1446 : Closeout of FY2013 Street Pavement Management Project)

Mayor and Council

7008 S. Rice Avenue
Bellaire, TX 77401



Meeting: 02/16/15 06:00 PM
Department: City Manager
Category: Personnel
Department Head: Paul A. Hofmann
DOC ID: 1398

**SCHEDULED
INFORMATION ITEM (ID
1398)**

Item Title:

Annual Evaluation of the City Manager

Background/Summary:

Members of the Bellaire City Council will meet in Executive Session (Closed Session to be held in the Council Conference Room) under the Texas Government Code, Chapter 551, Open Meetings Act, Section 551.074, Personnel Matters, to deliberate the evaluation of the City Manager of the City of Bellaire, Texas.

Previous Council Action Summary:

N/A. This will be City Manager Paul A. Hofmann's first annual review as City Manager of the City of Bellaire, Texas.

Fiscal Impact:

N/A

Recommendation:

Action as City Council deems appropriate.