



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

I. SPECIAL SESSION - MUNICIPAL FACILITIES UPDATE - 6:00 P.M.

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

Dr. Philip L. Nauert, Mayor, called the Special Session of the City Council of the City of Bellaire, Texas, to order at 6:14 p.m. on Monday, February 16, 2015. He advised that a quorum of all members of City Council was present as set forth in the table below.

Attendee Name	Title	Status	Arrived
Philip L. Nauert	Mayor	Present	
Amanda B. Nathan	Mayor Pro Tem	Present	
Roman F. Reed	Councilman	Present	
James P. Avioli Sr.	Councilman	Present	
Gus E. Pappas	Councilman	Present	
Pat B. McLaughlan	Councilman	Present	
Andrew S. Friedberg	Councilman	Present	
Paul A. Hofmann	City Manager	Present	
Tracy L. Dutton	City Clerk	Present	

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.

Schedule Changes

Mr. Gerber began his presentation with a discussion of schedule changes. With respect to the overall schedule, Mr. Gerber advised that the City's "Construction Manager at Risk" process was ongoing, and he believed that a recommendation would be presented for City Council consideration in April of 2015.

Public input meeting dates coming up included one on March 23, 2015 and two more to be scheduled during the months of April and May. It was anticipated that the design would be completed in November of 2015, and a guaranteed maximum price presented for City Council consideration in January of 2016.

Construction was estimated to start in January of 2016, with phase one to be completed in April of 2017, and the final phase (phase two) to be constructed

and completed in 2018.

Decision Points

Decision points provided by City Council and used to guide the design of the municipal facilities included: (1) no impact to Loftin Park and Jessamine Field; (2) no reduction in the size of the Great Lawn in Bellaire Town Square; (3) no movement or reconfiguration of the Central Water Plant; (4) no movement or reconfiguration of the Bellaire Family Aquatic Center, gazebo, pavilion, and Recreation Center; minimal impact to trees; and minimal loss of green space.

Previous City Council Decisions

Mr. Gerber reviewed previous City Council decisions related to the municipal facilities project. One such decision related to the proposed campus layout as the direction that the project was to go forward with. Other acceptable decisions included the separation of the Police Department from the Municipal Court in different buildings; use of shared spaces, where possible; exploration of perimeter site parking; possible new median on South Rice Avenue; and improvements to the corner of South Rice Avenue and Jessamine Street.

Important Operational Considerations

Important operational considerations that had guided the design of the municipal facilities up to this point included the improvement of security for staff and the public; efficient staffing through design; pursuit of LEED certification; multi-use spaces, where possible; and the desire to have a customer service area in City Hall where the community could come to one spot to conduct most of their business.

Scope of PGAL's Contract

Within PGAL's contract was a construction budget of \$10 million. The scope of the contract included the design of three buildings, a concept design for the Bellaire City Library, and the development of concept designs for the South Rice Avenue and Jessamine Street corner, as well as a possible median on South Rice Avenue.

Tools and Resources

Tools and resources utilized on the project up to this point included input from the City's Ad Hoc Municipal Facilities Committee, Bellaire citizens, and staff. Additionally, PGAL had plans to coordinate with the Cultural Arts Board, and would work with the Construction Manager.

Project Specifications

Mr. Gerber provided a slide of the short-term Campus Building plan and indicated that the City Hall and Municipal Court would be located in one two-story building in the approximate location of the current City Hall/Civic Center. The Civic Center would be located in a one-story building where the Police and Municipal Court Building currently stood. The Police Department would be located in a two-story building where a parking lot currently existed between the Fire Station and the Bellaire City Library.

A long-term strategy was provided by Mr. Gerber depicting the movement of the Bellaire City Library from its existing location to the Civic Center (i.e., an addition would be added for the Library).

The location of the Police Department next to the Fire Station would create a "public safety" zone. The Civic Center and Library represented compatible uses, with a number of opportunities to share spaces for programming. With respect to City Hall, the Council Chamber and Municipal Court Chamber would be located on the first floor of the building and some of the administrative components would be located on the second floor.

Ad Hoc Municipal Facilities Committee Charge/Focus

The Ad Hoc Municipal Facilities Committee's charge/focus was reviewed next by Mr. Gerber, which included the project's impact on park facilities, including the Great Lawn, improvements to the corner of South Rice Avenue and Jessamine Street, pedestrian-friendly median concept, campus elements (style and types of architecture, materials, landscaping, etc.), and input and advice on a LEED approach.

Questions Regarding the Ad Hoc Municipal Facilities Committee Charge

Mr. Gerber indicated that the Ad Hoc Municipal Facilities Committee ("Committee") had several specific questions related to their charge and were looking for feedback from City Council. He read the list of questions as follows:

To whom and how does the Committee report/advise?

Mr. Gerber stated that he had indicated to the Committee that he felt that the Committee had been established to help him make and give City Council good design ideas.

Should the Committee be working directly with other City Committees?

What is the Committee's role in the City branding effort?

Mr. Gerber advised that branding was not part of his contract, but felt that the municipal facilities could and should have some input into what that strategy could be going forward.

Can the committee have work product?

Did it make sense for the Library to be part of the planning for the short-term and should there be short-term sacrifices to some of the programming so that the long-term Library strategy . . . ?

{Audio quality was poor at this point in the meeting}

Dr. Philip L. Nauert, Mayor, opened the floor for comments and/or questions of Mr. Gerber by members of City Council regarding the Municipal Facilities Project.

Following questions and comments of Mr. Gerber, Mayor Nauert asked Kristin Schuster, Committee Member and Spokesperson for the Committee, to share her thoughts.

Kristin Schuster, Committee Member and Spokesperson for the Committee, thanked City Council for the chance to be a part of the Municipal Facilities Project. She indicated that all five of the remaining Committee Members understood the importance of the Project and appreciated their appointment to the Committee.

Ms. Schuster advised that during a Regular Meeting of the Committee held on Monday, February 9, 2015, the Committee undertook a line-by-line review of Ordinance No. 14-058 (i.e., the ordinance that set out their charge). All five remaining members were in attendance and had the opportunity to present questions and discuss things with Mr. Gerber of PGAL and Council Liaison Gus E. Pappas.

She advised further that the Committee wished to seek additional clarification from City Council related to their charge. It was the Committee's intent to be respectful of City Council's time and the charge given to them. Each Member continued to participate in their work because they wanted the plan to be the most successful campus plan that it could be.

In discussing their charge with Mr. Gerber, it was clear that many of the descriptors used in the ordinance to outline the Committee Members' charge, specifically in item 4, were intentionally open-ended and non-specific in order to facilitate the design process. The Committee appreciated that.

Ms. Schuster noted that there was concern that the Committee would understand the elements of their charge or under their purview differently from City Council. They felt this was what happened on their work with the site plan. While the Committee understood that City Council could not be specific, the Committee Members were present in the spirit of trying to really understand what they were supposed to be doing.

The intent of the Committee's questions was to clarify the nature of their advisory capacity as well. The language in the ordinance stated that the Committee was ". . . To serve in an advisory capacity regarding the development of municipal facilities" The Committee understood that statement to mean that the Committee served in an advisory capacity to City Council. The Committee understood that they needed to be useful in their primary role, which was to aid the architect. The Committee did feel that it was important that they were advisory to City Council. The Committee anticipated that there would be times when a direct report to City Council was appropriate.

Question One:

Will the Committee be allowed to schedule reports on a regular basis or as deemed necessary by the Committee? Ms. Schuster clarified that such reports would pertain, of course, to specific elements of the Committee's charge.

Question Two:

Was consideration of the future Library design within the charge of the Committee?

Ms. Schuster referred to the description of the bond funding in the ordinance and stated that it did not include the future Library. Additionally, the Committee's charge did not specifically include consideration of the Library; however, it was

difficult to discuss the design of the Civic Center without a discussion of the design of the Library.

Question Three:

Was consideration of the signature corner limited to images, concepts, and location as previously presented to City Council? Previous Committee discussion produced a consensus that monumental signage as presented was inappropriate for the mature character of the City. **How much latitude was the Committee granted in discussing the signature corner?** Ms. Schuster advised that the concepts the Committee had might differ from those presented to City Council.

Question Four:

Would campus elements under consideration by the Committee include physical links between buildings, such as sidewalks and lighting? It was noted that sidewalks and lighting were not included in the City's contract with the architect.

In closing, Ms. Schuster thanked City Council for the opportunity to present the Committee's questions. She indicated that each member of the Committee valued their continued participation in the design process and wanted to be helpful. She stated that this was an important legacy for the City of Bellaire, and the Committee appreciated the important nature of their charge.

Ms. Schuster advised that she wished to deliver a Committee report regarding the impact of construction on the park facilities, and more specifically the Great Lawn located in Bellaire Town Square. It was not the Committee's intent to hold up the process to do things they were not told to do. She was not present with a site plan to talk about, but respectfully requested that City Council allow her to read the report that was drafted specifically on item 4(a) of their charge in Ordinance No. 14-058.

Mayor Nauert stated that City Council would not discuss this matter to any length or conclusion and asked Ms. Schuster to distribute what she was prepared to read to City Council. He advised that he would then get together with Mr. Gerber and the City Manager for the purpose of scheduling a meeting where the City Council and Committee could engage in a discussion of all of the items raised.

Ms. Schuster stated that, at the request of her fellow Committee Members, she felt obligated to present her report in one form or another. If she did not do it at this time, she would present it during the "public comments" portion of the Regular Session of City Council.

Mayor Nauert asked Ms. Schuster to go ahead and present her report at this time.

The following report was read into the record by **Ms. Schuster** on behalf of the Committee:

Honorable Mayor and Council Members,

The Ad Hoc Municipal Facilities Committee respectfully submits the following

report on the impact of the construction of the Municipal Facilities as proposed on park facilities, per item 4(a) of our charge, as ordained in Ordinance No. 14-058:

"4. The Ad Hoc Municipal Facilities Committee is hereby charged to develop consensus recommendations to the City Council of the City of Bellaire, Texas, limited to the following:

- (a) Impact of construction on the park facilities, and more specifically the Great Lawn, located in Bellaire Town Square, and development of an approach or proposal to address possible impact(s)."*
 - 1. The Great Lawn is the recreational center of Bellaire. The appearance and function of the park and the buildings that open to the park must prioritize user-friendliness, inclusion and be inviting to citizens of Bellaire. Citizen interest and involvement in Civic matters will be enhanced by open relationship between City Hall, Civic Center and the Great Lawn. City Hall and Civic Center are compatible with the images of transparent glassy facades shown in presentation images, creating a favorable impact on park use.*
 - 2. Documents, evidence, personnel and detainees pertaining to court cases will be traveling between the Courthouse and the Police Station on a regular basis. The provisions necessary for safety, security and protection of citizens and city employees and for protection of evidence and court related materials will impact the use and appearance of the park if the Police Station and Municipal Courts are not located in close proximity.*
 - 3. Foot traffic of police and detainees through the park and around the Great Lawn may intimidate those using the park for recreation and relaxation.*
 - 4. Because the existing water plant divides the campus into two distinct zones, recreational and citizen oriented functions are divided and park environment is diluted by locating the Civic Center on Jessamine.*
 - 5. The Great Lawn will be enhanced by the immediate proximity of the Civic Center. The Civic Center and Great Lawn are compatible in use and character. Putting the Civic Center outside of the Great Lawn vicinity on Jessamine Street will eliminate opportunities for synergistic use and potentially leave a portion of the Great Lawn difficult to develop now or in the future.*
 - 6. Having the Municipal Court in City Hall and proximate to the Great Lawn eliminates the opportunity for compatible uses with the Civic Center. There are no opportunities for synergistic use between the Municipal Court and the Great Lawn.*
 - 7. The Great Lawn can be enhanced by Library adjacency. Users of the library may also use the park at the same time. The 'future' library should have a strong relationship to the parks and not the baseball field, fire trucks or police cars.*
 - 8. Extensive modification to walkways, paths, lighting, tree trimming and general park infrastructure will be required to tie the Civic Center to the Great Lawn and City Hall if they are not located in close proximity. These improvements are not currently included in the scope of this project.*

These specific impacts to the park were thoughtfully considered by the

Committee over the course of 8 weeks, 4 meetings, and include input from various members of the public and Court staff. These concerns about impact of the facilities on the park and the Great Lawn, among other concerns not specifically related to impact on the Great Lawn and not so expressed in this report, have led the Committee to a unanimous consensus that the site plan presently under development by the design team is not the right solution to the campus layout. As directed by Council action on January 26, the Committee ceased "development of an approach or proposal to address [these] possible impact(s)."

The Ad Hoc Municipal Facilities Committee respectfully requests that City Council accept this report into the record of their meeting and give consideration to the information contained within this report.

Respectfully,

*Kristin Schuster on behalf of the
Ad Hoc Municipal Facilities Committee*

Mayor Nauert asked Ms. Schuster to introduce the members of the Committee. Ms. Schuster pointed out members Chris Kaitson and Dee Avioli, both of whom were present and sitting in the audience. It was noted that the remaining two members, Suzanne Shelby and Christopher Butler, were watching the meeting from home.

Mayor Nauert opened the floor for additional comments and questions from members of City Council.

Following questions and comments from members of City Council, a motion was made and seconded to adjourn the Special Session.
(Requested by Karl Miller, Parks, Recreation and Facilities)

C. Adjourn.

Motion:

To adjourn the Special Session of the City Council of the City of Bellaire, Texas, at 7:42 p.m. on Monday, February 16, 2015.

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

II. REGULAR SESSION - 7:00 P.M.

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

Dr. Philip L. Nauert, Mayor, called the Regular Session of the City Council of the City of Bellaire, Texas, to order at 7:56 a.m. on Monday, February 16, 2015. He indicated that a quorum was present consisting of all members of City Council as set forth in the table below.

Name	Title	Status
Dr. Philip L. Nauert	Mayor	Present
Amanda B. Nathan	Mayor Pro Tem	Present
Roman F. Reed	Councilman	Present
James P. Avioli, Sr.	Councilman	Present
Gus E. Pappas	Councilman	Present
Pat B. McLaughlan	Councilman	Present
Andrew S. Friedberg	Councilman	Present
Paul A. Hofmann	City Manager	Present
Alan P. Petrov	City Attorney	Present
Tracy L. Dutton	City Clerk	Present

B. Inspirational Reading and/or Invocation - Andrew S. Friedberg, Councilman.

Andrew S. Friedberg, Councilman, provided the inspirational reading for the evening.

C. Pledges to The Flags - Andrew S. Friedberg, Councilman.

Andrew S. Friedberg, Councilman, led the audience and members of City Council in the U.S. Pledge of Allegiance and the Pledge to the Texas Flag.

D. Approval or Correction of Minutes:

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

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

E. Personal/Audience Comments:

Oral Comments

David Montague:

Mr. Montague addressed City Council and expressed his appreciation for the City Council's service and long hours on behalf of the citizens of Bellaire. He indicated that he noted that the rift he saw a few weeks ago on the 4-3 vote still stood between the current site plan and an alternative plan for municipal facilities.

He asked City Council to give an open, honest, and thoughtful hearing to the alternative plan. He felt it would help the citizens and help City Council unite about a plan that would go forward for many generations.

Mr. Montague closed and indicated that he saw one trap between the plans related to cost (i.e., the alternate plan might be more costly). He indicated that he and his wife would be more than glad to spend the additional tax dollars to make the alternate plan a reality if, in fact, it was the best plan for the City.

Chris Kaitson:

Mr. Kaitson addressed City Council and noted that he was a member of the Ad Hoc Municipal Facilities Committee ("Committee") and appreciated the vote of confidence for his appointment. He advised that the Committee was a random, diverse group of citizens, none of whom he had known prior to his appointment. The Committee had formed unanimity in many of the decisions that had been made. The Committee unanimously agreed that the City's campus approach plan was not in the best interest of the community.

In closing, Mr. Kaitson noted that he had a degree in Criminal Justice and was concerned about having folks from the jail and folks in court being in the proximity of the City's children or walking in front of the schools. He further expressed concern that there would be an incident of some type in some year that everyone in the City would have to accept responsibility for if the City did not do its utmost to separate the court and jail from the library, schools, and parks.

John Monday:

Mr. Monday addressed City Council regarding the previous proceedings (i.e., municipal facilities update). He indicated that he participated on a facilities committee for the City in 2009 and that his going away gift as a City Councilman was a mock-up of what the municipal facilities campus might be.

He advised that the City Council had contractually constrained and procedurally hobbled themselves from the very beginning by not having the input that Councilman Pat B. McLaughlan was talking about. He was concerned that the City would end up with a bad design on budget. He urged City Council to pause, rethink, recover, and get some more input.

Mr. Monday continued and stated that he did not agree with the Mayor that the PGAL design was final. At the end of the day, the City Council needed to do what they were charged to do--listen to the citizens.

In closing, Mr. Monday urged City Council to find a way to get citizen input and put a competing plan on the table so that the best design could win.

Todd Blitzer:

Mr. Blitzer addressed City Council and stated that he was an architect and had proudly served on many City boards and commissions and currently served on the Parks and Recreation Advisory Board. Additionally he served as a member of the Bellaire High School Project Advisory Team. He also indicated that his wife, Andrea Blitzer, was a founding member of "Trees for Bellaire" and was part of the team that was instrumental in getting the City's tree ordinance enacted.

Mr. Blitzer shared his concerns regarding the approach and approval of the municipal facilities proposed design. He was seriously concerned when he was informed that a final layout had been approved even before an architect was officially selected to design the project. Early on, during the architectural selection process, Mr. Blitzer was assured

by a City official that when the architect was selected, a number of design concepts would be developed and that there would be opportunity for the community to make comments and recommendations. Mr. Blitzer assumed that a thoughtful design process would be started with the involvement of the Ad Hoc Municipal Facilities Committee ("Committee") reviewing all aspects of the project and its impact on the community. He was obviously mistaken.

In Mr. Blitzer's opinion, the proposed location for the Police Station was perfect. The location of City Hall had merits. The location of the community Civic Center across from the Police Station was a remote mistake and was far away from other activities at City Hall and the Great Lawn. The location of the Courts Building adjacent to the City Hall, adjacent to the Great Lawn, across the street from the Condit Elementary School, and adjacent to where the children and citizens of the community interacted was an outright mistake and a disaster in the making, in his opinion.

Mr. Blitzer continued and advised that a large majority of the people that would be using the court facilities were not Bellaire residents and were in court because they broke the law, unless they were members of the community serving their civic responsibility on jury duty. Once the municipal facilities were built, those facilities would remain in place for over 100 years. He urged City Council to take the opportunity not to make the same mistake our predecessors made with the present buildings.

As a concerned member of the community, Mr. Blitzer requested, pleaded, and begged City Council to continue to evaluate the plan and find the right decision for the long-term future of Bellaire. He implored City Council to slow down, take a breath, correct the path the City was presently on, and take the time to properly re-evaluate the layout and functional aspect of this most important project.

Finally, Mr. Blitzer indicated that the Committee consisted of very qualified individuals that were members of the community. If the City was not going to hold any public opinion sessions, which he found to be a serious issue, the City Council should, at a minimum, consider the Committee's feedback. He hoped the City's architect would seriously take to heart the recommendations and guidance from the Committee. It was Mr. Blitzer's opinion that the Committee had great ideas as to what was best for Bellaire and should certainly be considered.

Scott Frankel:

Mr. Frankel addressed City Council regarding the referenced site plan for the City's new municipal facilities by reading a letter and providing comments.

Mayor and City Council,

I have recently become aware of our new City buildings construction project. I support the modernization of our places of City business. I am really concerned that our new Courtroom and associated function would be co-located with our new City Hall and Council Chambers. The Court would be next to the park and swimming pool.

As a Bellaire citizen, when I visit my City Hall or park, I would prefer not to mingle with possibly angry people who are paying court fines or disagreeing with court outcomes. I request the Court be distant to City Hall and recreation areas. We should not mix entirely different functions of City government. The Court building should simply be located in the general area of the existing Court and Police.

I also understand that our civic meeting hall is to be located away from City Hall, but

near Police and Fire. What is the logic in this? There is no commonality of purpose. Our civic meeting areas need to be located at our park pavilion to join indoor and outdoor activities. The civic building would be enhanced by synergy with City Hall and our parks.

I have also recently received some disturbing news that Council and the Mayor, in a split decision, went against a unanimous recommendation by a group of concerned Bellaire citizens that were put on an Ad Hoc Committee that unanimously disagreed with the current plan and put forth a separate plan, which was considered industry-standards for cities. For example, the City of Houston City Hall is in a much different location than the Courts and Jail. He urged City Council to please reconsider this.

Mr. John Gabriel also made some disturbing allegations, including "games of deception," in a very well written letter that he had published. I do not know Mr. Gabriel personally, but by his letter and other information I have received, it was quite an act of bravery for him to put that letter together and quite a moral stand for him to take to resign from the Committee where he felt he was basically being used and taken advantage of.

It is a surprise to be discussing city building locations at this time when it appears that some decisions have already been made. This is my tax dollars at work.

Mr. Frankel stated that he would like to be part of the process and that there had been no broadly announced city meetings to gain public comment. If Mr. Gerber wanted to present a plan, that was great; however, Mr. Frankel urged City Council to give equal weight to the plan of the Committee and let the citizens of Bellaire determine the layout.

With respect to building costs, construction costs would soften in Mr. Frankel's opinion. Even if costs increased in the future, it was more important to get this layout right. He closed by noting that he appreciated City Council's time.

Keith Bowers:

Mr. Bowers addressed City Council and referenced handouts he had provided for City Council. He asked who fixed the arrangement plan for the new city facilities and when? He stated that he had attended and participated in the process since it began four-five years ago. He had not seen minutes and records indicating that the buildings would be built in a certain format.

In Mr. Bower's opinion, the proposed site plan had the Courthouse and Civic Center in the wrong place--a disaster in the making. He agreed with Mr. Frankel that construction costs would be plummeting.

It was noted that the City's contract with PGAL seemed to have included the layout for the buildings. He asked how this had happened. The Ad Hoc Municipal Facilities Committee ("Committee") was probably made up of the best group of architects in the country for this type of work. Their unanimous recommendation was thrown away, disregarded, and not discussed.

Further, the City's Chief Financial Officer ("CFO") used to provide a report to City Council every month regarding the City's financial status. Mr. Bowers stated that he enjoyed looking at the report and felt well taken care of. He missed the CFO and asked why she did not report to City Council like the City Clerk did.

Much more concerning to Mr. Bowers was that three different individuals had stopped him in the last month and expressed concern, unease, displeasure, and poor morale of

city employees. He asked if City Council knew about the situation and expressed concern that there seemed to be too many disconnects going on. He urged City Council to spend some time and look into it. In closing, Mr. Bowers thanked City Council for their service to the citizens of Bellaire.

Brenda Cauthen:

Ms. Cauthen addressed City Council and indicated that she had agreed with everything that had been said. She pointed out that a better location for the library and civic center was where City Hall was currently located, noting that their functions were community-centric. It was important that both facilities be located in a park environment so that their functions could spill outside into nature and the great outdoors.

As a citizen of Bellaire, Ms. Cauthen had worked hard with many others to plan, fund and build Bellaire Town Square and reiterated the importance of having the community's events all in one place.

She closed by thanking City Council for their time.

Lynn McBee:

Ms. McBee addressed City Council and noted that her peers this evening had spoken eloquently and truthfully. She asked City Council who was running the City and stated that they were elected to represent the citizens and to appoint committees; however, City Council was not listening to their committees.

She indicated that elections caused certain behaviors among elected bodies. Some members of City Council were going off, some wanted to return, and some were tired. The Mayor had one vote just like the rest of the members of City Council.

City Council was presented with a contract from the architect. She asked who negotiated the contract--noting that it was not negotiated by City Council. Everything was spelled out in the architect's contract without full debate by City Council or by the residents. Ms. McBee urged City Council to take their authority back.

On a different topic, Ms. McBee stated that a number of years ago, the City's Chief Financial Officer ("CFO") was employed by the City Council just like the City Clerk, City Attorney, and others. During the 1980s some Charter Review Commission decided that the City Manager needed to employ the City's CFO. This worked out because everyone always respected the CFO until this year. Ms. McBee indicated that all of a sudden, the very wonderful, credentialed, capable, trustworthy CFO no longer appeared before and reported to City Council. Ms. McBee could not imagine why the CFO had been suppressed. She expressed concern that the City Manager was controlling, leading, and directing staff and committees.

Ms. McBee indicated further that the only correction allowed under the City's system of government was a recall potential. This had happened once when things got out of hand and that City Council did not get it. The current City Council was placing themselves in the same type of jeopardy by not listening to the public, and advised that City Council served the public and not the City Manager or architect.

{Ms. McBee's allotted speaker time ended at this point in the meeting}

Written Comments

Dr. Philip L. Nauert, Mayor, read the following written comments into the record:

Terry Leavitt-Chavez:

Mayor and City Council,

I am very excited that The City of Bellaire is beginning to design a new City Hall, Civic Center, Police Station, and Municipal Court. I think that the concept of a campus of buildings is a super one. I have volunteered my time working events on and around the great lawn including Tents In Town, 4th of July Festival, Holiday in the Park, Trolleywood, and currently chairing Wine and Tapas that will be under the stars on our great lawn April 25, 2015 raising funds for Evergreen Park rebuild. During these events the civic center has been utilized to feed large groups of people, give access to public restrooms, create a pathway for easy flow of traffic and parking around civic center and events, and overall create a sense of community with people going from the great lawn to the civic center and vice versa. I have reviewed the location of the civic center on the facilities plan poster board inside City Hall and I am concerned that the location is moving. If the buildings need to stay where they are currently located in the plan I would suggest flipping the Civic Center and Municipal Court for continued functionality.

I know that the City Library isn't on radar currently to be rebuilt. As a Bellaire resident, and mother I would love to see this facility rebuilt as well in the near future, and would vote yes on a bond to do so. I noticed that on the plans the library moves across the street from its current location as a tentative placeholder. I would envision this facility moving along the Rice side across from our cherished Condit Elementary School. It would be a super strategy to allow our students to be able to easily walk across the street to utilize the facility.

I know that plans have been made to go forth with the current facilities layout. Sometimes a simple plan revision is all you need for the best results. Thank you for your consideration.

Scott Frankel:

As a citizen I would like for the rebuilding discussion to be slowed until plans are presented in a town meeting and public comments are received and evaluated.

The Council should immediately advertise a public forum to allow an open exchange of location and other design aspects of the new city buildings.

Thank you for your service to the City.

Paul Katz:

I am opposed to the present new Bellaire Town Square plan regarding the functional location of the courts. To put the location of the courts coterminous with the Great Lawn may invite non-Bellaire residents to use the Great Lawn, thus coming into contact with Bellaire residents and their small children. I believe it to be a much better idea to locate the courts on Jessamine Street across from the Great Lawn. One of the proposed plans has such an arrangement and is preferable to the presently approved plan in my opinion.

The Civic Center building which will serve Bellaire residents should be coterminous and integral with the Great Lawn. Activities associated with the Civic Center may require both indoor and outdoor activities that require close coupling of the Civic Center's indoor

and outdoor spaces. Having the Great Lawn available for this outdoor space is both desirable and important.

Also I do not understand why more effort has not been made for better public awareness and appropriate hearings on this very serious undertaking that will affect Bellaire residents for generations to come and having a starting cost of 12 million dollars.

I have spoken with some of my neighbors and none were in favor of the present court location plan. Some became agitated and were strongly opposed to the presently approved court location. A number of the neighbors who became agitated have small children and use the City of Bellaire parks and facilities.

Jamie Allen:

Dear Mayor Nauert and City Council Members,

After reviewing the proposed facility layout, I am greatly concerned with the proposed location for the municipal courts based on the building usage and adjacent parking.

The proposed site for the courts will be adjacent to areas to be used primarily by citizen groups such as summer camps and their activities, swim team and their practices and swim meets, other instructional adult activities, and various city business venues, to name a few.

The courts also holds sessions both during the day and in the evening which I believe will create a major parking issue for the members of the citizen groups trying to attend their various functions, as well as with daily school parking, drop-off and pick-up at Condit Elementary School. The shared parking agreement with Condit could become quite challenged if people who need to attend court must circle for a parking place within the area and after finding one, make their way to court all while school is in session.

I know a better location would be the best choice.

Kay Morgan:

Dear Mayor Nauert and Members of the Bellaire City Council,

I write to ask that you please reconsider the placement of the new Police Station. We have serious concerns that moving from its current location to this side of Jessamine Street will detract from our residential quality of life. We are particularly concerned about the noise. Since the new Fire Station was built, we have experienced a considerable increase in noise level. We appreciate the extent to which the City has worked with us to alleviate those issues but, despite their best efforts, the noise level is higher than it was with the old Fire Station.

Since the Fire Station was there when we bought the property, we accept that it is something we have to tolerate. We did not, however, expect to have a Police Station behind us as well and we fear that moving the Police Station behind us will make living here intolerable.

Wendy Bantle and Michael Shirley:

Dear Mayor Nauert and City Council Members,

This letter is written in great concern of a council decision that was made without public comment and, what appears to be, inadequate consideration. The rebuilding of our Bellaire Town Square plan shows a lack of consideration for functionality and does not adequately serve Bellaire residents. The location of the court building is currently planned to be within the parks and recreation area. An appropriate separation of security functions from civic functions fails in these current plans. The new Civic Center auditorium and meeting rooms are planned to be relocated to Jessamine which is not near enough to the functional areas of the Great Lawn and recreational activities to which it relates. Why are we changing what has worked for years? Are we attempting to force interactions that are not in the best interest of Bellaire residents?

My husband and I are not only Bellaire citizens, but also local architects. We see major flaws in this plan on a citizen level and architectural urban planning level. Therefore, we are making a call for citizen participation and a re-evaluation of the reconstruction plans.

Thank you.

Julia Tamm:

Dear City Council,

I oppose the current site plans that have the Court areas next to the park and Great Lawn areas.

The safety related buildings of the fire station, police and courts need to be together on Jessamine.

The City Hall, Civic Center and library need to be clustered near the park areas.

Please swap the Civic Center and Court locations that are in the current master plan. I support the plan in attachment 2015.1.20-1 CoB municipal Facilities, short Term.

Gerald Tackett:

Dear Mayor and City Council,

I have lived in Bellaire since 1959. I have had my own architectural firm since 1964 and by the way, was the architect for the little league and the Recreation building.

I am unable to attend the meeting tonight due to a project meeting I have tonight.

I have completed over 80 master plans and it seems awkward to not locate like functions in the near or same locations. It appears to me that the Courts building and the Police department should be in the same area and also it is the same for the auditorium to be near the recreational activities.

Please reconsider this relationship, since there is a once in a lifetime opportunity to "get er right."

F. Reports and Presentations:

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

Paul A. Hofmann, City Manager, provided his City Manager's Report dated February 16, 2015, to members of City Hall. The report included an update of

the City Strategic Calendar. He noted that the schedule had been amended recently and some elements added for clarity sake.

He continued and indicated that the Planning and Zoning Commission of the City of Bellaire, Texas, was moving forward in making a recommendation to City Council on the five-year update to the City's Comprehensive Plan, and the Parks and Recreation Advisory Board of the City of Bellaire, Texas, was working through a process of creating a new Parks Master Plan. The Parks Master Plan being a component of the Comprehensive Plan made sense, and recommendations related to both plans would be forthcoming a bit later than originally anticipated. Reference was also made to an all-day Pre-Budget Planning Retreat scheduled for City Council on May 11, 2015, in the CenterPoint Energy Community Center.

City Manager Hofmann indicated further that at the February 2nd City Council Special Session, City Engineer James Andrews, P.E., presented a potential plan for street reconstruction and street repair over the next several years. City Manager Hofmann advised that it was not too early for City Council to be thinking about the successor to the Rebuild Bellaire Program. If City Council opted to call a bond election on November 3, 2015, City Manager Hofmann indicated that a decision made in the May or June timeframe would allow plenty of opportunity for sharing information with the community.

Finally, it was noted that the City planned to sell a little more than \$20 million in bonds in August, with \$11 million from the 2013 bond authority for City facilities, \$1.5 from the bond authority for the City facilities portion of the Rebuild Bellaire Program, and the balance of bonding authority from the Rebuild Bellaire Program streets and drainage improvements.

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

Motion:

To accept the City Manager's Report dated February 16, 2015, as presented by City Manager Paul A. Hofmann, into the record.

(Requested by Paul A. Hofmann, City Manager)

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

2. Presentation of FY 2015 First Quarter Report.

Paul A. Hofmann, City Manager, presented the City of Bellaire FY 2015 First Quarter Report to members of City Council. He noted that the objective of the quarterly report was accountability. He noted further that the first quarter FY 2015 report was based on activity that occurred from October 1, 2014, through December 31, 2014.

General Fund

City Manager Hofmann advised that the ending balance for the General Fund for FY 2015 was projected to be \$5,194,583, which was \$758,026 greater than budgeted. With respect to revenue, the General Fund revenues for the first quarter of FY 2015 were \$881,464 greater than projected. The increase was attributable to a collection rate of 34% of the City's property tax revenue as opposed to the projected collection rate of 28%. City Manager Hofmann noted that this was a one-time occurrence, and overall revenues for FY 2015 were not anticipated to increase.

With respect to General Fund expenditures, the City was below its allocated budget for the first quarter by \$258,809. A savings of approximately \$104,752 was anticipated to occur at year end, and those savings were primarily driven by vacancies.

Enterprise Fund

The City's Enterprise Fund was noted to include water, wastewater, and solid waste revenues. Also of note was the trending down of water revenues in FY 2014 resulting in a lower ending fund balance than projected.

As to Enterprise Fund expenditures, City Manager Hofmann advised that actual expenditures for the first quarter of FY 2015 were \$199,760 under the allocated budget. Contributing factors included regular salaries, health insurance, and fuel costs being under budget for the period. The Enterprise Fund was projected to come in under budget by \$59,705.

At this point in the presentation, several members of City Council asked questions of City Manager Hofmann regarding his presentation.

Management and Capital Projects

City Manager Hofmann continued with the FY 2015 First Quarter Report and noted that the report included a paragraph on the status of each of the City's Management Projects, which were mentioned and summarized. Projects included: Community Safety Outreach, Employee Evaluation System, Network and Data Management Improvements, Right-of-Way Maintenance, Financial Management Policies, Safety and Risk Management, Revenue, Vehicle/Equipment Management and Maintenance, UV-T District Infrastructure, and Comprehensive Plan Update.

Capital Projects

With respect to capital projects, City Manager Hofmann referred City Council to pages 23 and 24 of the agenda packet, noting that a brief summary of capital projects appeared on those pages.

In closing, City Manager Hofmann provided trend information for City Council regarding development statistics, crime statistics, and departmental vacancies.

Following questions of City Manager Paul A. Hofmann regarding the FY 2015 First Quarter Report, a motion was made and action taken to accept the report into the record.

Motion:

To accept the City of Bellaire FY 2015 First Quarter Report for the period October 2014 through December 2014, as presented by City Manager Paul A. Hofmann, into the record.

(Requested by Paul A. Hofmann, City Manager)

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

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.

Karl Miller, Director of Parks, Recreation and Facilities, indicated that the item before City Council was related to a request from The Nature Discovery Center, Inc., to amend Chapters 3 and 12 of the City Code for the purpose of allowing The Nature Discovery Center, Inc., to expedite the process of receiving a special use permit for the possession, consumption, and sale of alcohol at Russ Pitman Park for fundraising and other events.

Director Miller recommended that City Council approve the request from The Nature Discovery Center, Inc., and advised that if the item was approved this evening, he would come back to City Council at a future meeting with an amendment to Chapters 3 and 12 of the Code of Ordinances of the City of Bellaire, Texas.

Motion:

To grant 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.

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

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

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.

Motion:

To adopt an ordinance of the City Council of the City of Bellaire, Texas, authorizing the Mayor of the City of Bellaire, Texas, to execute, for and on behalf of the City of Bellaire, Texas, a 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.

Mayor Pro Tem Amanda B. Nathan made a non-substantive suggestion to the first recital clause of the Lease Agreement which currently read: "WHEREAS, the City owns and operates Russ Pitman Park located at 7112 Newcastle, Bellaire, Texas" It was suggested that the parenthetical for "the Park" appear in the first recital rather than in the third "whereas" clause.

Director of Parks, Recreation and Facilities Karl Miller indicated that if the agreement was acceptable to City Council, he would return at another time with a recommendation to amend Chapter 27, Streets, Sidewalks, and Other Public Places, Section 27-95, Curfew Imposed, for the purpose of allowing The Nature Discovery Center to go through the City Manager for permission to hold events that might exceed the current curfew for Russ Pitman Park.
(Requested by Karl Miller, Parks, Recreation and Facilities)

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

- 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.

Motion:

To approve a recommendation from the Bellaire Public Works Department to make the final payment on the FY 2013 Street Management Project ("Project") to AAA Asphalt Paving, Inc., in the amount of \$54,537.74 and to adopt 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 for said Project and authorizing the City of Bellaire, Texas, to make the final payment to AAA Asphalt Paving, Inc., on said Project in the amount of \$54,437.74.

(Requested by Brant Gary, Public Works)

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

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

Items for future agendas included a proposal from Councilman James P. Avioli, Sr., for an agenda item requesting City Council approval of an expenditure of \$100,000 from operating funds for Lafayette Park modifications as recommended by the Parks and Recreation Advisory Board.

Community interest items from the Mayor and City Council included a reminder to attend the next Semi-Annual Police Community Meeting on Thursday, February 19, 2015, at 7:00 p.m.

I. Adjourn.

Motion:

To adjourn the Regular Session of the City Council of the City of Bellaire, Texas, at 10:00 p.m. on Monday, February 16, 2015.

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

III. EXECUTIVE SESSION - IMMEDIATELY FOLLOWING THE REGULAR SESSION

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

Dr. Philip L. Nauert, Mayor, called the Executive Session of the City Council of the City of Bellaire, Texas, to order at 10:01 p.m. on Monday, February 16, 2015. He announced that a quorum consisting of all members of City Council was present as set forth below.

Name	Title	Status
Dr. Philip L. Nauert	Mayor	Present
Amanda B. Nathan	Mayor Pro Tem	Present
Roman F. Reed	Councilman	Present

James P. Avioli, Sr.	Councilman	Present
Gus E. Pappas	Councilman	Present
Pat B. McLaughlan	Councilman	Present
Andrew S. Friedberg	Councilman	Present
Paul A. Hofmann	City Manager	Present
Tracy L. Dutton	City Clerk	Present

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

Motion:

To convene in Executive Session (Closed Session) under the Texas Government Code, Chapter 551, Open Meetings Act, Section 551.074, Personnel Matters; Closed Meeting, to deliberate the evaluation of the City Manager of the City of Bellaire, Texas.

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

Following action on the motion set forth above, members of City Council and the City Manager convened in the Council Conference Room, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas 77401, at 10:01 p.m. on Monday, February 16, 2015.

Note: Councilman Pat B. McLaughlan left the Executive Session at 11:45 p.m. on Monday, February 16, 2015.

(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.

Members of City Council reconvened in Open Session in the Council Chamber, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas 77401, at 12:05 a.m. on Tuesday, February 17, 2015.

Dr. Philip L. Nauert, Mayor, advised that City Council had met in Executive Session to consider the evaluation of the City Manager. Two items of discussion during the Executive Session included continuing the City Manager's employment under his current evergreen contract and offering him an increase in compensation of 10%.

Motion:

Councilman Roman F. Reed moved to increase the City Manager's compensation by 10%. The motion was seconded by Amanda B. Nathan, Mayor Pro Tem.

Councilman Roman F. Reed noted that the City Manager had done an extremely good job and had provided outstanding work.

Councilman Andrew S. Friedberg advised that the action on the table expressed City Council's confidence in Paul A. Hofmann and served as a frank recognition in bringing the City Manager closer to the market as his performance had shown he deserved.

Mayor Nauert noted that when Paul A. Hofmann accepted the job with Bellaire, he had expected a significantly higher compensation package. Mr. Hofmann had agreed to take the job at less than he was expecting. Mayor Nauert felt that the increase on the table would bring Paul A. Hofmann into the realm of someone with his experience and responsibilities was due.

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

*Councilman Pat B. McLaughlan left the Executive Session at 11:45 p.m. on Monday, February 16, 2015, prior to the taking of action on the above-referenced motion.

D. Adjourn.

Motion:

To adjourn the Executive Session of the City Council of the City of Bellaire, Texas, at 12:08 a.m. on Tuesday, February 17, 2015.

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

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.

Attendee Name	Title	Status	Arrived
Philip L. Nauert	Mayor	Present	
Amanda B. Nathan	Mayor Pro Tem	Present	
Roman F. Reed	Councilman	Present	
James P. Avioli Sr.	Councilman	Present	
Gus E. Pappas	Councilman	Present	
Pat B. McLaughlan	Councilman	Present	
Andrew S. Friedberg	Councilman	Present	
Paul A. Hofmann	City Manager	Present	
Scott Eidmann	Asst. City Attorney	Present	
James Blackburn	Attorney	Present	
Tracy L. 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

Minutes Acceptance: Minutes of Jan 26, 2015 6:00 PM (Minutes of the Special Session dated January 26, 2015:)

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

ADOPTED**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)

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

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

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

Item Title:

Presentation of FY 2015 First Quarter Report.

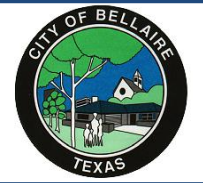
Background/Summary:

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)

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



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.

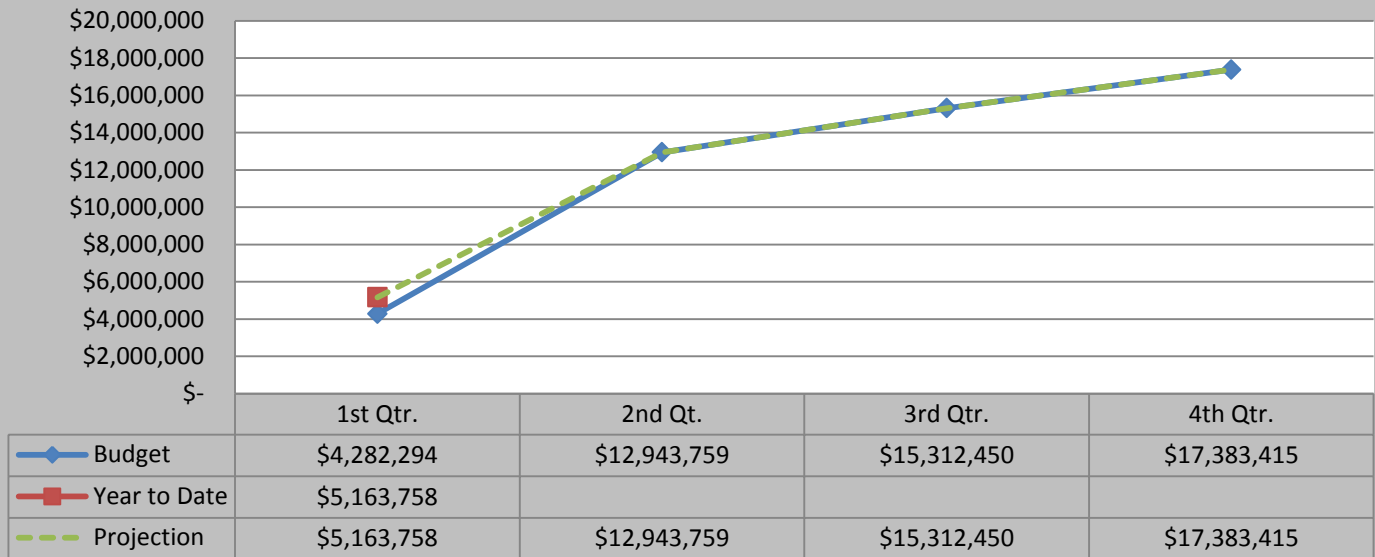
General Fund FY 15 1 st Quarter Revenue & Expense Report			
	Adopted Budget	Year to Date (Audited)	Projected End of Year Balance
Beginning Balance	3,969,979	4,623,252	4,623,252
Revenue	17,383,415	5,163,758	17,383,415
Expense	16,916,837	3,756,521	16,812,084
Ending Balance	4,436,557		5,194,583

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

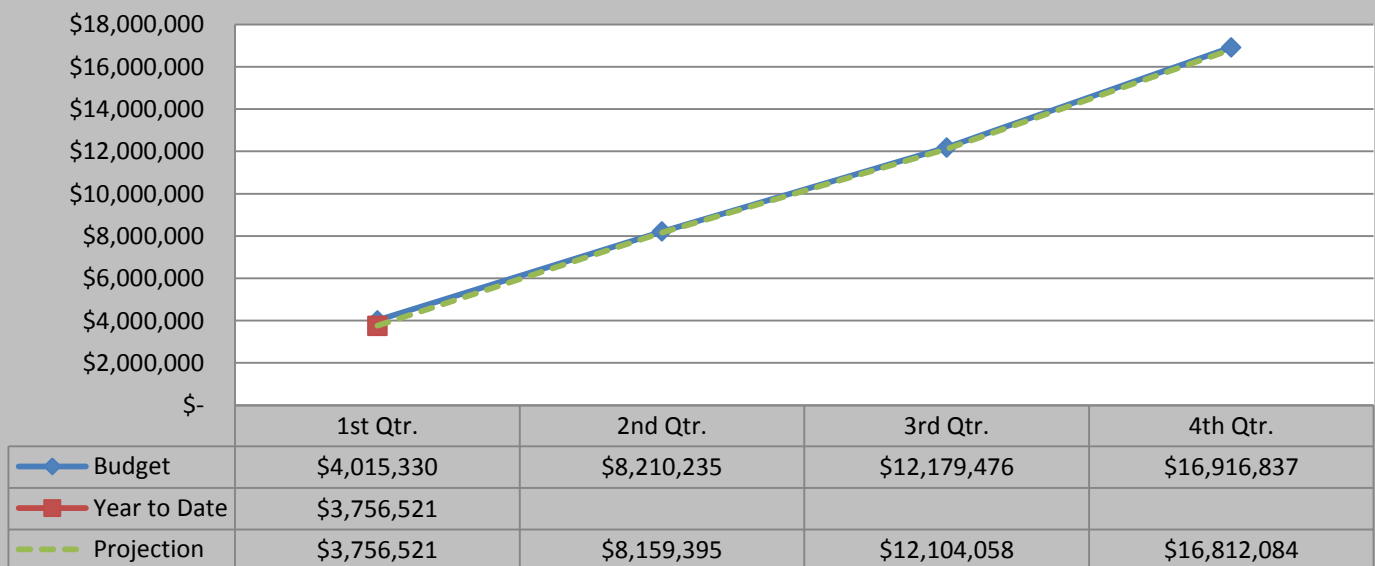


General Fund Expenditures

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

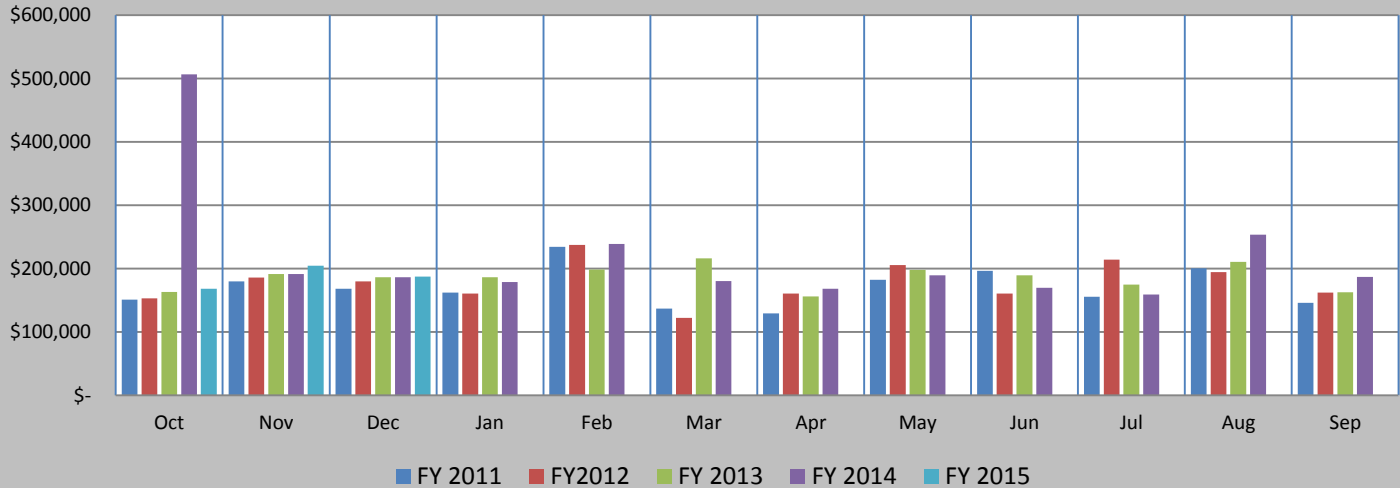


General Fund
FY 2015 Revenue & Expenditure Report by Department

	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.

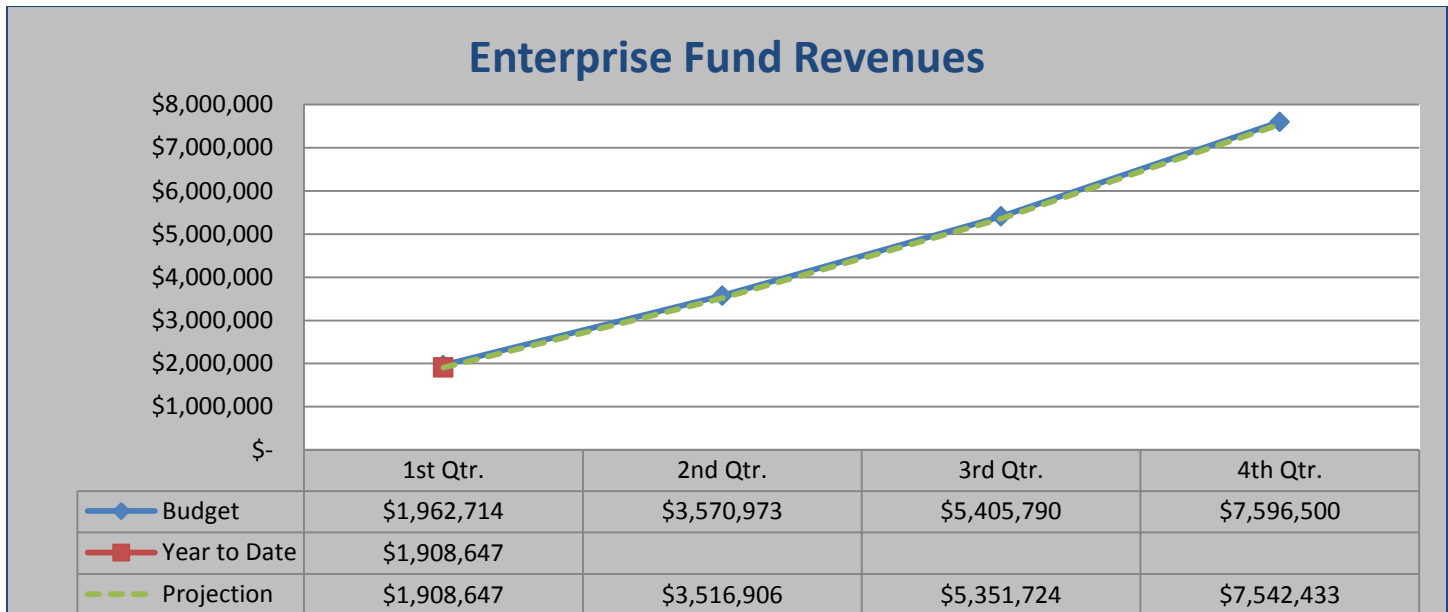
Enterprise Fund FY 15 1 st Quarter Revenue & Expense Report			
	Adopted Budget	Year to Date (Audited)	Projected End of Year Balance
Beginning Balance	3,260,270	3,154,676	3,154,676
Revenue	7,596,500	1,908,647	7,542,433
Expense	8,829,780	1,844,912	8,770,075
Ending Balance	2,026,990		1,927,034

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

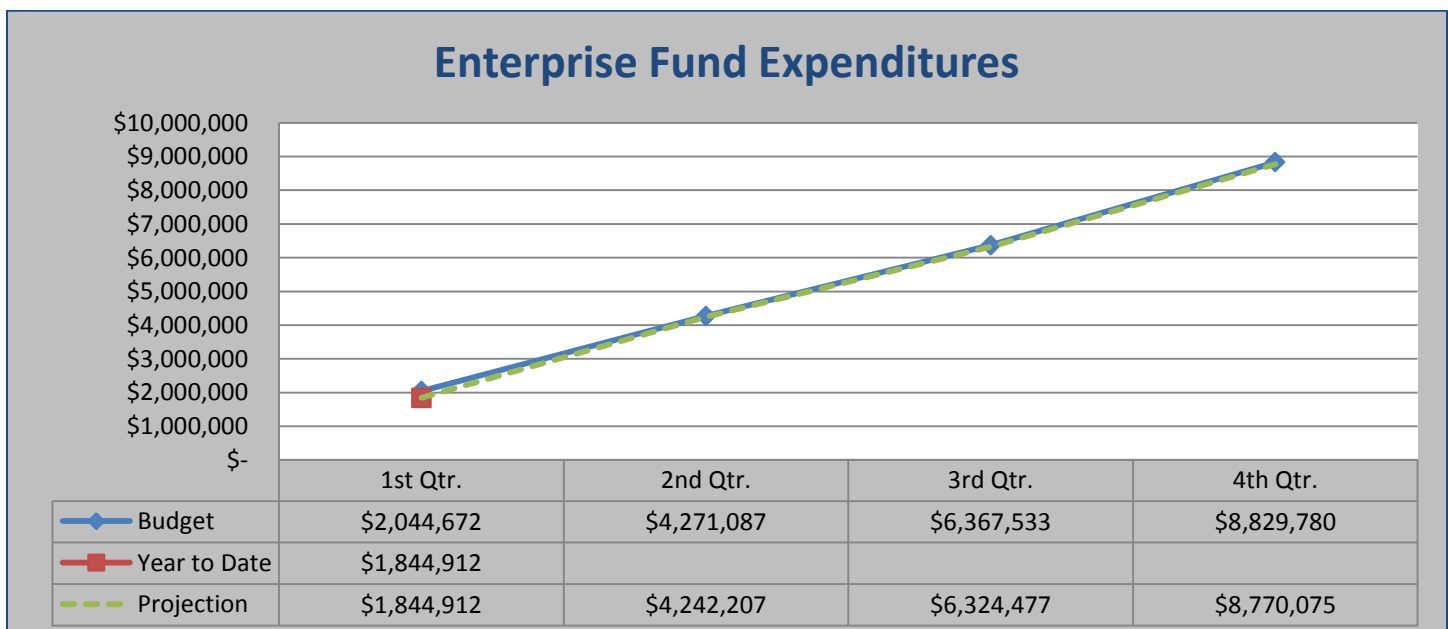
Total water revenue continues to be lower than anticipated. Water revenues for the first quarter are below the FY2015 allocated budget by \$130,000 and Wastewater revenues are below by \$19,000. A reduction to the Enterprise Fund year end revenue projections has been made of \$54,067. A further breakdown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

**ADOPTED
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)

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



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

**ADOPTED
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)

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



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:

SIGNED:

Tracy L. Dutton, TRMC
City Clerk

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

**ADOPTED
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)

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



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

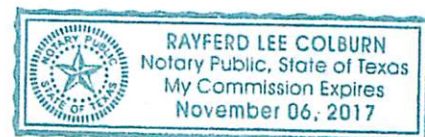
The following supporting documents should be attached hereto if required by the Owner:

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 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	\$ -		\$ 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.