CITY OF BELLAIRE TEXAS

MAYOR AND COUNCIL MARCH 23, 2015

Council Chamber Regular Session 7:00 PM

7008 S. RICE AVENUE BELLAIRE, TX 77401



Mayor

Dr. Philip L. Nauert

Councilman

May	yor	Pro	Tem
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Councilman

Amanda B. Nathan James P.

James P. Avioli Sr.

Pat B. McLaughlan

Councilman

Roman F. Reed Gus I

Councilman

Gus E. Pappas

Councilman

Andrew S. Friedberg

Mission Statement:

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

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REGULAR SESSION - 7:00 P.M.

- A. Call to Order and Announcement of a Quorum Dr. Philp L. Nauert, Mayor.
- B. Inspirational Reading and/or Invocation Roman F. Reed, Councilman.
- C. Pledges to the Flags Roman F. Reed, Councilman.

1. U.S. Pledge of Allegiance:

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

2. Pledge to the Texas Flag:

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

D. Approval or Correction of Minutes:

Minutes of the Special, Regular, and Executive Sessions dated February 16, 2015:

Consideration of and possible action on the approval of the minutes of the Special Session, Regular Session, and Executive Session of the City Council of the City of Bellaire, Texas, held on Monday, February 16, 2015.

Mayor and Council - Special, Regular, and Executive Sessions - Feb 16, 2015 6:00 PM

E. Personal/Audience Comments:

During this agenda item, the Mayor will call on each speaker who has signed the "Sign-in Sheet" located at the entrance to the Council Chamber. The speaker should step up to the podium as soon as he or she is recognized by the Mayor. Each speaker should state his or her name before beginning his or her presentation. **Each speaker is limited to five minutes, with no extension.** Notice will be given to speakers after four minutes that there is one minute left for comments.

F. Report(s) and Presentation(s):

1. Presentation by Paul A. Hofmann, City Manager, of the City Manager's Report dated March 23, 2015, regarding an update to the City's Strategic Calendar.

(Requested by Paul A. Hofmann, City Manager)

2. Presentation by Brant Gary, Director of Public Works, regarding a revised capital equipment acquisition plan for the Public Works Department.

(Requested by Brant Gary, Public Works)

G. New Business:

1. Consent Agenda:

All items listed under the Consent Agenda are considered routine and are recommended for approval by a single motion of City Council, without discussion. If discussion is desired, any one or more members of City Council and/or the Mayor may request that an item be removed from the Consent Agenda and considered separately.

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, an Engagement Letter with Belt Harris Pechacek, Certified Public Accountants, for purposes of providing independent financial audit services for the City of Bellaire, Texas, for the fiscal year ended September 30, 2015.

(Requested by Linda Symank, Finance Administration)

b. Consideration of and possible action on a recommendation from the Bellaire Public Works Department to make the final payment on the Rebuild Bellaire Phase Four Paving and Drainage Project ("Project") to Total Contracting Limited in the amount of \$262,605.20 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. 18)" with Total Contracting Limited in the amount of \$262,605.20 and authorization for the City of Bellaire, Texas, to make the final payment to Total Contracting Limited on said Project in the amount of \$262,605.20. This final payment results in a final contract amount of \$5,252,104.03 compared to the original contract amount of \$5,702,990.00.

(Requested by Brant Gary, Public Works)

c. Consideration of and possible action on a recommendation from the Bellaire Public Works Department to make the final payment on the Central Plant Water Well and Plugging of Wells at Central and Evergreen Project ("Project") to Alsay Incorporated in the amount of \$86,901.10 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. 10)" with Alsay Incorporated in the amount of \$86,901.10 for said Project and authorizing the City of Bellaire to make the final payment to Alsay Incorporated on said project in the amount of \$86,901.10. This final payment results in a final contract amount of \$1,738,022.00 compared to the original contract amount of \$1,781,400.00.

(Requested by Brant Gary, Public Works)

d. Consideration of and possible action on a request from the Bellaire Public Works Department for City Council approval to purchase the following FY 2015 capital equipment: one (1) 4-ton asphalt patcher and one (1) 1/2-ton mini asphalt recycler in the amount of \$57,899.67.

(Requested by Brant Gary, Public Works)

e. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, temporarily suspending the application of Chapter 6, Animals and Fowl, Article II, Keeping Dogs and Cats, Section 6-43, Dogs and cats prohibited on parks and playgrounds, of the Code of Ordinances of the City of Bellaire, Texas, for the purpose of allowing the Evelyn's Park Conservancy Board to hold a "Dog Day Afternoon" event, in Evelyn's Park, 4400 Bellaire Boulevard, Bellaire, Texas, said suspension to commence at 10:00 a.m. and terminate at 4:00 p.m. on Saturday, April 18, 2015.

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

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f. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, amending Chapter 3, Alcoholic Beverages, Article I, In General, of the Code of Ordinances of the City of Bellaire, Texas, by amending Section 3-4, Exceptions to General Prohibition -Special Permit Required to Sell, Possess, or Consume Alcoholic Beverages in City-Owned Public Places, for the purpose of allowing The Nature Discovery Center to apply for a Special Use Permit in accordance with the requirements of Section 3-5, Special Permit Procedures, of the Code.

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

2. Item(s) for Individual Consideration:

Consideration of and possible action on the implementation of a request from more than 80% of the property owners of record abutting Elm Street between South Rice Avenue and the IH-610 Service Road for the installation of up to four (4) bolt-down rubber speed humps along said area of Elm Street in specific locations identified by the Bellaire Public Works Department in consultation with a traffic engineer and authorization for the Public Works Department to accept payment from Elm Street residents for the installation costs related to said request. In accordance with the Neighborhood Traffic Improvement Program, said speed humps would be installed for a trial period of 180 days, at which time the request would be presented to City Council for possible re-evaluation and/or final installation.

(Requested by Brant Gary, Public Works)

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, granting Specific Use Permit S-83 to Newcastle Bissonnet, LLC, to allow for the inclusion of a hospital, acute and/or chronic care facility (i.e., pedatric urgent care clinic) within the threestory medical office building to be located at 4440 Bissonnet Street, Bellaire, Harris County, Texas, in the Corridor Mixed-Use District. {Requirement of Chapter 24, Planning and Zoning, Article V, Zoning Regulations, Division 2, Zoning District Regulations, Section 24-536 B. (2) b) 2), Corridor Mixed-Use District}

(Requested by John McDonald, Development Services)

b. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas ("City Council"), amending Chapter 24, Planning and Zoning, Article IV, Amendatory Procedures, Section 24-610, Publication, Subsections A and B, of the Code of Ordinances of the City of Bellaire, Texas, for the purpose of approving a recommendation from the Planning and Zoning Commission of the City of Bellaire, Texas ("Planning and Zoning Commission") to increase the area for mailed notification of public hearings before the Planning and Zoning Commission and City Council from the current two hundred (200) feet to five hundred (500) feet.

(Requested by John McDonald, Development Services)

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

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

I. Adjourn.



CITY OF BELLAIRE TEXAS

MAYOR AND COUNCIL 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

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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.

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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 guorum 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%.

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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

SCHEDULED ACTION ITEM (ID # 1524)



Meeting: 03/23/15 07:00 PM
Department: City Manager
Category: Report
Department Head: Paul A. Hofmann
DOC ID: 1524

Item Title:

Presentation by Paul A. Hofmann, City Manager, of the City Manager's Report dated March 23, 2015, regarding an update to the City's Strategic Calendar.

Background/Summary:

Paul A. Hofmann, City Manager, will present his City Manager's Report dated March 23, 2015, to members of City Council. The report will include an update to the City's Strategic Calendar.

Previous Council Action Summary:

N/A

Fiscal Impact:

N/A

Recommendation:

City Manager Hofmann recommends acceptance of the City Manager's Report dated March 23, 2015, into the record.

Updated: 3/17/2015 5:52 PM by Tracy L. Dutton

Mayor and Council 7008 S. Rice Avenue

Bellaire, TX 77401

SCHEDULED **ORDINANCE (ID # 1502)**



Meeting: 03/23/15 07:00 PM Department: Public Works Category: Ordinance Department Head: Brant Gary

DOC ID: 1502 A

Item Title:

Presentation by Brant Gary, Director of Public Works, regarding a revised capital equipment acquisition plan for the Public Works Department.

Background/Summary:

Public Works wishes to reallocate a portion of the Capital Outlay Funds in the Streets & Drainage Division to better align with the needs of the Public Works Department. A major part of what the Streets & Drainage Division of Public Works does involves repairs made to City streets that utilizes an asphalt machine such as the one we currently have. Originally, \$195,000 was budgeted for the replacement of the City's current asphalt machine as it has met the end of its useful life and was approved for replacement. The proposed reallocation provides for cost-effective options to cover the existing service delivery approach as well as several operational enhancements.

Based on the review of operations, the following reallocation of the budgeted amount is proposed (dollar values are approximate):

- \$50,000 Purchase of (4-ton) Asphalt Recycler/Distribution Machine
 - This 4-ton trailer mounted unit would allow Public Works to continue its normal street maintenance operations without loss of capabilities and without the added concern of vehicle maintenance. In addition, this unit allows for the recycling of asphalt millings with the addition of necessary oils.
- \$9,000 Purchase of (1/2 ton) Backup Skid-Mounted Asphalt Machine
 - Purchase of this unit would give Public Works a skid-mounted back up unit to be able to perform repairs if the primary unit goes down for repairs or maintenance. In addition, this unit could also be used to repair smaller potholes if the primary unit is on a larger job.
- \$30,000 Asphalt Planer (Attaches to Bobcat)
 - This will allow Public Works to remove/mill off old asphalt to perform more durable repairs as well as to reshape areas being repaired so as to avoid large humps in the road.
- \$10,000 Traffic Striping Machine & Supplies
 - A small walk-behind traffic marking machine would provide the capabilities of a two-man crew to replace locations where stop bars, crosswalks, etc. have become faded or non-existent. Public Works would still utilize a contractor for

Updated: 3/17/2015 5:53 PM by Tracy L. Dutton A

larger jobs such as lane markings, but would be able to address smaller items internally and much quicker.

- \$8,000 Crack Sealing Tools & Supplies
 - o These tools would allow for the Public Works to perform crack sealing along areas where the pavement is beginning to crack and separate. This would allow Public Works to address these locations and perform a level of maintenance that would help to prevent the situation from getting worse.
- \$50,000 (Not to Exceed) Preservative Seal Contract
 - Recently, the City Engineer and members of Public Works met with a contractor that performs these preservative seals. The idea would be that for areas where overlays are still in good shape or at the beginning of deteriorating, Public Works would be able to extend the life of the overlays for several additional years. This type of seal would be relatively non-evasive, provide for minimal traffic disruptions, and would pose no threat to people or property. The City Engineer has reviewed the specifications of the approach and believes that pavement seals such as this would extend the life of streets that have been overlaid and prolong the need for replacement.

This adds up to a total of approximately \$157,000 (\$107,000 for equipment) compared to the original budgeted amount of \$195,000. It is the belief that the proposed use of the funds allows for Public Works to be a more nimble, responsive group as it relates to the citizens' expectations and the needs of the street infrastructure.

Previous Council Action Summary:

The original allocation of \$195,000 was approved in the FY2015 Budget

Fiscal Impact:

The Item 8051-906 in the General Fund - Operating Budget in the amount of \$195,000.00 will be reallocated.

Recommendation:

The Director of Public Works has reviewed the items and request approval to reallocate the Capital Outlay Funds and expend the funds accordingly.

Mayor and Council

7008 S. Rice Avenue Bellaire, TX 77401

SCHEDULED ACTION ITEM (ID # 1500)



Meeting: 03/23/15 07:00 PM Department: Finance Administration Category: Audit Department Head: Linda Symank

DOC ID: 1500

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, an Engagement Letter with Belt Harris Pechacek, Certified Public Accountants, for purposes of providing independent financial audit services for the City of Bellaire, Texas, for the fiscal year ended September 30, 2015.

Background/Summary:

Our current audit contract with Belt Harris Pechacek term covered audits for fiscal years ended September 30, 2011 through September 30, 2014. They have agreed to a one year extension of the contract to audit fiscal year ended September 30, 2015 at the fiscal year 2014 contract price of \$38,636 for the base audit and an additional \$4,000 for a single audit if required.

We are requesting a one year extension on the current contract to allow the Comprehensive Financial Management Policy Statements (CFMPS) to be reviewed and adopted prior to selecting a new auditor. The CFMPS includes City Council policy guidelines and directions for staff to follow in the selection of an audit firm. These polices are being reviewed by the Audit Finance Board on April 2nd and scheduled on May 4th for council review and final approval. The Audit Finance Board gave their approval for the one year extension at their February 18 board meeting.

Previous Council Action Summary

Audit contract with Belt Harris Pechacek

Fiscal Impact:

Contract Price \$38,636 Single Audit 4,000 (if required)

Recommendation

CFO recommends approval on one year contract with Belt Harris Pechacek for audit of fiscal year 2015

ATTACHMENTS:

- Engagement Letter for Audit Services Extension for One Year Belt Harris FY 2015 (DOC)
- Audit Engagement Letter FY2015 (PDF)

Updated: 3/17/2015 6:43 PM by Tracy L. Dutton



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, AN ENGAGEMENT LETTER WITH BELT HARRIS PECHACEK, CERTIFIED PUBLIC ACCOUNTANTS, FOR PURPOSES OF PROVIDING INDEPENDENT FINANCIAL AUDIT SERVICES FOR THE CITY OF BELLAIRE, TEXAS, FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2015.

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, an engagement letter with Belt, Harris, Pechacek, Certified Public Accountants, in a form as attached hereto and marked Exhibit "A," for purposes of providing independent financial audit services for the City of Bellaire, Texas, for the fiscal year ended September 30, 2015.

PASSED, APPROVED, and **ADOPTED** this, the 23rd day of March, 2015.

(SEAL) ATTEST:	SIGNED:
Tracy L. Dutton, TRMC	Dr. Philip L. Nauert
City Clerk APPROVED AS TO FORM:	Mayor

Alan P. Petrov City Attorney



Engagement Letter - Single Audit

February 17, 2015

The Honorable Philip Nauert, Mayor City of Bellaire 7008 South Rice Ave. Bellaire, Texas 77401

We are pleased to confirm our understanding of the services we are to provide for the City of Bellaire, Texas (the "City") for the year ended September 30, 2015. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year ended September 30, 2015.

Accounting standards generally accepted in the United States of America provide for certain Required Supplementary Information (RSI), such as Management's Discussion and Analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- 2. Budgetary Comparison Schedule(s)

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole in a separate written report accompanying our auditors' report on the financial statements or in a report combined with our auditors' report on the financial statements:

Schedule of Expenditures of Federal Awards

ners ert Be

Bellville

Austin

All Offices

City of Bellaire, Texas Engagement Letter Page 2 of 7

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditors' report will not provide an opinion or any assurance on that other information:

- 1. Introductory Section
- 2. Statistical Section

In addition to these services -

- 1. We will also provide routine advisory services through phone calls, conferences or otherwise in connection with incidental matters arising during the year. These costs would be absorbed in our estimated annual fee. We encourage open lines of communication throughout the year as part of our services.
- 2. We will draft the financial statements, including the Management's Discussion and Analysis, with input from management.
- 3. We will print and bind the financial reports, and provide an electronic PDF of all reports.
- 4. We will handle normal correspondence from grantor, regulatory, or oversight agencies related to the audit.
- 5. We will perform procedures to comply with the Public Funds Investment Act (Chapter 2256 local government code).

Audit Objectives

The objective of our audit is the expression of an opinion as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on---

- 1 Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- 2. Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to management and members of the governing body of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

City of Bellaire, Texas Engagement Letter Page 3 of 7

Management Responsibilities

Management is responsible for the financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying all federal awards received and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for (a) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (b) following laws and regulations; (c) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (d) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review prior to the beginning of our audit fieldwork.

You are responsible for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures

City of Bellaire, Texas Engagement Letter Page 4 of 7

of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures-General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may

City of Bellaire, Texas Engagement Letter Page 5 of 7

bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures-Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Circular A-133 Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audit.

We will provide copies of our reports to the City; however, management is responsible for distribution of the

City of Bellaire, Texas Engagement Letter Page 6 of 7

reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Belt Harris Pechacek, LLLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to any oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Belt Harris Pechacek, LLLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the oversight agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Fees for our services are based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs such as report production, typing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. The time estimates used to project our fees are based on anticipated cooperation from your personnel and management fulfilling its responsibility, as discussed previously. Our time budget for this engagement does not include addressing matters related to management's responsibilities, such as modifications to the City's financial information, additional procedures related to alleged noncompliance with laws and regulations and similar improprieties, the City's lack of preparation for the audit, and similar matters. Such time requirements have not been included in the estimate and will be billed in addition to the fees quoted at our standard hourly rates and actual costs incurred, including legal consultations, if necessary. We will notify the appropriate party when such conditions are encountered, such as identifying schedules not prepared, out-of-balance accounts, alleged violations, etc. When possible, we will provide management with options for alleviating the condition. If it appears the item(s) will not be addressed by the City, we may perform procedures to address incidental matters to facilitate timely completion of the audit. To the extent possible, we will obtain approval before performing additional work for matters considered significant to the original proposed fee. Due to the nature of our work, such approval may not always be possible (i.e., we may be legally compelled by subpoena or similar request to expend additional time and incur other expenses to handle matters arising from this engagement).

As customary in the industry, the price quoted is an estimate. In accordance with rules of the State Board of Public Accountancy, we cannot be bound to provide the audit for the amount estimated. However, in practice, we honor our fee quotes unless adverse conditions such as those described above are encountered.

Fee Estimates

	2015
CAFR Audit	\$ 38,636
Single Audit - Basic Procedures*	\$ 2,000
Single Audit - Major Program*	\$ 2,000

* A single audit is required when federal funds over \$500,000 are expended. Our fees are based on the number of major programs (programs over \$300,000). The threshold for when a single audit is required will increase from \$500,000 to \$750,000 for fiscal year 2016.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Generally, 40 percent will be billed and payable upon completion of interim audit procedures (normally one to four months before year end) and 60 percent after a draft of the financial statements is issued. Accordingly, the fee will be split 40/60 between budget years. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all

City of Bellaire, Texas Engagement Letter Page 7 of 7

time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2012 peer review accompanies this letter.

Required Non-Appropriation Clause

Notwithstanding anything contained in this engagement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for fees due under this engagement agreement, the City will immediately notify us in writing of such occurrence and this agreement shall terminate on the last day of the fiscal period for which appropriations have been received or made.

Authorization of CPA's Disclosure

Belt Harris Pechacek, LLLP

Any client certified public accountant involved with assisting us shall not be prohibited from disclosure of information required to be made available by the standards of the public accounting profession in reporting on the examination of financial statements. Management understands and provides permission to staff certificate or registration holders as required under the Rules of Professional Conduct, Texas Administrative Code, Title 22, Part 22, Chapter 501, Subchapter C, Section 501.75.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

Certified Public Accountants
Authorized by: Nathan Krupke, CPA, CGMA Partner
RESPONSE:
This letter correctly sets forth the understanding of City of Bellaire, Texas
The Honorable Philip Nauert, Mayor
Date

BUMGARDNER, MORRISON & COMPANY, L.L.P.

'B'.MC --CERTIFIED PUBLIC ACCOUNTANTS

JOSEPH B. BUMGARDNER, CPA 191 1-2002) JACK R. MORRISON, SR., CPA (1922-1997)

CHRISTOPHER E. KRECI, CPA JEROMEG, KOTZUR, CPA G. DENNIS SHAY, CPA, CFP+ PAULA G. LESKE, CPA MICHAEL E. WENSKE, CPA

MISMBERS:
AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS
TEXAS SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS
AICPA PRIVATE COMPANIES PRACTICE SECTION
AICPA TAX DIVISION

October 31, 2012

JACK C. FITZGERALD, CPA JACK R. MORRISON, JR., CPA

System Review Report

To the Partners Belt Harris Pechacek, LLLP and the Peer Review Committee of the Texas Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Belt Harris Pechacek, LLLP (the firm) in effect for the year ended June 30, 2012. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicoa.org/prsummarv.

As required by the standards, engagements selected for review included engagements performed under the Government Auditing Standards.

In our opinion, the system of quality control for the accounting and auditing practice of Belt Harris Pechacek, LLLP in effect for the year ended June 30, 2012, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency (ies) or fail. Belt Harris Pechacek, LLLP has received a peer review rating of pass.

Bungardner, Morrism + Company, LLP

Mayor and Council 7008 S. Rice Avenue

7008 S. Rice Avenue Bellaire, TX 77401

SCHEDULED ORDINANCE (ID # 1447)



Meeting: 03/23/15 07:00 PM
Department: Public Works
Category: Ordinance
Department Head: Brant Gary
DOC ID: 1447

Item Title:

Consideration of and possible action on a recommendation from the Bellaire Public Works Department to make the final payment on the Rebuild Bellaire Phase Four Paving and Drainage Project ("Project") to Total Contracting Limited in the amount of \$262,605.20 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. 18)" with Total Contracting Limited in the amount of \$262,605.20 and authorization for the City of Bellaire, Texas, to make the final payment to Total Contracting Limited on said Project in the amount of \$262,605.20. This final payment results in a final contract amount of \$5,252,104.03 compared to the original contract amount of \$5,702,990.00.

Background/Summary:

This contract was for the removal of the existing street and installation of a new storm sewer systems, new streets, new driveway approaches and new sidewalks.

Streets in the project were:

- 5100 5300 Blocks of Aspen
- 5100 5200 Blocks of Beech
- 100 Block of Bellaire Court
- 800 Block of Jaquet Drive
- 500 Block of Wisteria
- 4900 5000 Blocks of Mimosa
- 4700 4800 Blocks of Pine

Final payment request (Payment #18 herein) is in the amount of \$262,605.20.

The Original Contract Amount for this project was \$5,702,990.00. The Final Contract Amount is \$5,252,104.03. The entire scope of the project as listed above has been completed.

Previous Council Action Summary:

The Design Engineering and Bid Phase Services Contract was awarded by Council (Ordinance No. 12-042) on September 10, 2012 to HDR, Inc in the amount of \$429,435.00.

The Construction Administration and Construction Observation Services Contract was awarded by Council (Ordinance No. 13-042) on August 5, 2013 to HDR, Inc in the amount of \$282,290.00.

The Construction Contract was awarded by Council (Ordinance No. 13-041) on August 5, 2013 to Total Contracting Limited in the amount of \$5,702,990.00.

Fiscal Impact:

Updated: 3/17/2015 7:11 PM by Tracy L. Dutton

This project was funded by the Rebuild Bellaire Bond Funds. The remaining contract amount of \$450,885.97 will be unencumbered and utilized for the Rebuild Bellaire Phase Five A Paving & Drainage Project.

Recommendation:

Staff respectfully requests favorable City Council action with respect to the final payment request of \$262,605.20 on the contract for the Rebuild Bellaire Phase Four Paving & Drainage Project, with Total Contracting Limited, and authorization for the Mayor and the City Clerk of the City of Bellaire, Texas, to execute and attest to a Final Payment with Total Contracting Limited in the amount of \$262,605.20.

ATTACHMENTS:

- Final Payment Total Contracting Limited RB P4 Paving and Drainage Project 2015 (DOC)
- RB P4 Close Out Package for Council (PDF)



ORDINANCE NO. 15-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AUTHORIZING THE DIRECTOR OF THE PUBLIC WORKS DEPARTMENT OF THE CITY OF BELLAIRE, TEXAS, TO EXECUTE AN "APPLICATION FOR PAYMENT – FINAL (NO. 18)" WITH TOTAL CONTRACTING LIMITED, IN A FORM AS ATTACHED HERETO AND MARKED "EXHIBIT A," TO A CONTRACT FOR THE REBUILD BELLAIRE PHASE FOUR PAVING AND DRAINAGE PROJECT IN THE AMOUNT OF \$262,605.20 AND AUTHORIZING THE CITY OF BELLAIRE TO MAKE THE FINAL PAYMENT TO TOTAL CONTRACTING LIMITED ON SAID PROJECT IN THE AMOUNT OF \$262,605.20.

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

- 1. THAT the Director of the Public Works Department 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. 18)" with Total Contracting Limited, in a form as attached hereto and marked "Exhibit A," to a contract for the Rebuild Bellaire Phase Four Paving and Drainage Project in the amount of \$262,605.20.
- 2. THAT the City of Bellaire, Texas, is hereby authorized to make the final payment to Total Contracting Limited to a contract for the Rebuild Bellaire Phase Four Paving and Drainage Project in the amount of \$262,605.20, based on the above-referenced "Application for Payment Final (No. 18)," as attached hereto and marked "Exhibit A."
- **3. THAT** the City of Bellaire, Texas, has received an executed "Agreement for Final Payment and Contractor's Sworn Release," in a form as attached hereto and marked

Ord. No. 15- Page 1 of 2

"Exhibit B," from Total Contracting Limited related to the contract for the Rebuild Bellaire Phase Four Paving and Drainage Project.

4. THAT upon execution of said "Application for Payment – Final (No. 18)," the total amount paid to Total Contracting Limited will equal \$5,252,104.03 as compared to the original contract amount of \$5,702,990.00.

PASSED and **APPROVED** this, the 23rd day of March, 2015.

(SEAL)

Alan P. Petrov City Attorney

SIGNED:
Dr. Philip L. Nauert Mayor

Ord. No. 15-____ Page 2 of 2



March 12, 2015

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

RE: Rebuild Bellaire Phase Three

City of Bellaire, Texas HDR Project No. 09-104

Dear Mr. Gary:

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

- 1. Application for Payment No. 18-Final
- 2. Engineers Certificate of Completion.
- 3. One copy of "AGREEMENT FOR FINAL PAYMENT AND CONTRACTOR'S SWORN RELEASE FORM" with "AFFIDAVIT"

The amount of Application for Payment No. 18-Final is \$262,605.20.

HDR Engineering, Inc has reviewed this application and recommends payment of said application.

Sincerely,

HDR Engineering, Inc

Terry Maher, CFM

Project Manager

hdrinc.com

4635 Southwest Freeway, Suite 1000, Houston, TX 77027-7139 (713) 622-9264

Texas Registered Engineering Firm F-754

APPLICATION FOR PAYMENT NUMBER: 18 FINAL

PROJECT: Rebuild Bellaire Phase Four	*			
CONTRACTOR: Total Contracting Limited, 11203 Bedford St., Houston, Texas 77031				
OWNER: City of Bellaire				
OWNERS PROJECT NO:13-041 ENGR. PROJECT NO: _	12-049			
PAY PERIOD FROM: <u>February 1, 2015</u> TO: <u>February 28, 201</u>	<u>15</u>			
ORIGINAL CONTRACT SUM: NET CHANGE BY CHANGE ORDER:	\$ 5,702,990.00 \$ (450,885.97)			
CONTRACT SUM TO DATE:	\$ 5,252,104.03			
INSTALLATIONS:	\$ 5,252,104.03 \$ -			
LESS 5% RETAINAGE: LESS PREVIOUS PAYMENTS:	\$ 4,989,498.83			
AMOUNT DUE THIS APPLICATION:	\$ 262,605.20			
ACCOMPANYING DOCUMENTATION: Daily Report Summary, Pay Estimate No. 18 CONTRACTORS Certification: The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through 17 inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).				
DATE: Total Contracting Limited	1			
BOUTPOS G. MERHL CONTRACTOR, Print Name ENGINEER'S CERTIFICATION: PAYMENT OF THE ABOVE AMOUNT DUE THIS APPLICATION IS RECOMMENDED				
DATE: Much 12, 2015 Juny Maher, CFM Project Manager	<u>«</u>			

ENGINEER'S CERTIFICATE OF FINAL COMPLETION



March 12, 2015

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

Re: Rebuild Bellaire Phase Four

City of Bellaire, Texas

Bellaire Project No. 13-041 HDR Project No. 12-049

Dear Mr. Gary:

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 as of March 11, 2015. Therefore, we recommend acceptance of the work by the City of Bellaire. Upon acceptance, the City of Bellaire should issue a "Certificate of Acceptance" of the work to the Contractor.

Sincerely,

HDR Engineering, Inc.

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

hdrinc.com

AGREEMENT FOR FINAL PAYMENT AND CONTRACTOR'S SWORN RELEASE FORM

AGREEMENT FOR FINAL PAYMENT AND CONTRACTOR'S SWORN RELEASE

In order to insure that the rights, obligations and respon-
sibilities of all parties to the original contract document are fully
protected, which contract document was signed and executed on the
5th day of August , 2013 by TOTAL CONTRACTING
LIMITED , referred to therein as
CONTRACTOR and hereinafter referred to as CONTRACTOR, and the CITY
OF BELLAIRE, TEXAS on the
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 repre-
sentation 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 17 (number) payments pursuant to 18 (number) 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 liability 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 and Change Order, 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 OWNER, 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 12th day of March
, 20_ 15
CONTRACTOR
CONTRACTOR
Signature
Print Name: Bout ros Nerhi
[If CONTRACTOR is a proprietorship, owner must sign; if a partner-ship, each partner must sign; if a corporation, the following language should be used.]
SIGNED and EXECUTED this, the day of
, 20, by
, 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.
regularly carroa and nord.
CONTRACTOR
By: President
a mmr cm -
ATTEST:
Corporate Secretary
(Corporate Seal)

[This form is for use by either a proprietorship or a partnership. In the event CONTRACTOR is a partnership or a joint proprietorship, additional signature lines should be added for each individual.]

AFFIDAVIT

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared the person or persons whose name(s) are subscribed to the above and foregoing Agreement for Final Payment and Contractor's Sworn Release, who each, after being by me duly sworn, on their oaths deposed and said:

I(We) am(are) the person(s) who signed and executed the above and foregoing Agreement for Final Payment and Contractor's Sworn Release, and I(we) have read the facts and statements as therein set out and the representations as made therein, and I(we) state that the above and foregoing are true and correct.

CONTRACTOR - Affiant

SWORN TO AND SUBSCRIBED TO before me this, the 12th day

of <u>March</u>, 20 15.

YUZHEN LIANG

Notary Public, State of Texas

My Commission Expires

September 05, 2018

Notary Public, State of Texas

My Commission Expires: 09/05/2018

APPLICATION FOR PAYMENT NUMBER: 18 FINAL

PROJECT:	Rebuild Bellaire Pha	ase Four			
CONTRACTOR:	Total Contracting Li	mited, 11203	Bedford St., Houston	, Texas 77031	
OWNER: C	ity of Bellaire				
OWNERS	PROJECT NO:	13-041	EN	GR. PROJECT NO:	12-049
	PAY PERIOD	FROM:	February 1, 2015	TO: <u>February 28, 201</u>	<u>5</u>
ORIGINAL CON	TRACT SUM:				\$ 5,702,990.00
NET CHANGE B	Y CHANGE ORDEI	₹;			\$ (450,885.97)
CONTRACT SUN	M TO DATE:				\$ 5,252,104.03
INSTALLATION	S:				\$ 5,252,104.03
LESS 5% RETAI	NAGE:				\$
LESS PREVIOUS	PAYMENTS:				\$ 4,989,498.83
AMOUNT DUE T	HIS APPLICATION	٧:			\$ 262,605.20
ACCOMPANYING DOCUMENTATION: Daily Report Summary, Pay Estimate No. 18 CONTRACTORS Certification: The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through 17 inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).					
DATE:	3/12/15		T	otal Contracting Limited	
CO ENGINEER'S CER	BOUTPOS G. NOTRACTOR, Print I			ONTRACTOR, Signature	e
PAYMENT OF THE ABOVE AMOUNT DUE THIS APPLICATION IS RECOMMENDED					
DATE:	uh 12,20	015-	Jer	Terry Maher, CFM Project Manager	·

Mayor and Council 7008 S. Rice Avenue

Bellaire, TX 77401

SCHEDULED
ORDINANCE (ID # 1433)



Meeting: 03/23/15 07:00 PM
Department: Public Works
Category: Ordinance
Department Head: Brant Gary
DOC ID: 1433

Item Title:

Consideration of and possible action on a recommendation from the Bellaire Public Works Department to make the final payment on the Central Plant Water Well and Plugging of Wells at Central and Evergreen Project ("Project") to Alsay Incorporated in the amount of \$86,901.10 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. 10)" with Alsay Incorporated in the amount of \$86,901.10 for said Project and authorizing the City of Bellaire to make the final payment to Alsay Incorporated on said project in the amount of \$86,901.10. This final payment results in a final contract amount of \$1,738,022.00 compared to the original contract amount of \$1,781,400.00.

Background/Summary:

This contract was for the installation of a new water well at the Central Water Plant and the plugging of the old wells at the Central and Evergreen Water Plants.

In 2009, the City of Bellaire investigated the condition of the existing Central Water Well. This investigation concluded that the existing 50 year old well had deteriorated to a condition that it could not be repaired and was no longer usable as a potable water supply well.

The Central Water Plant is a vital part of the city's water supply infrastructure. The City of Bellaire presently has operable wells at the Renwick Water Plant and the Feld Park Water Plant. The Central Water Plant ensures system redundancy during times when the City is using only groundwater as a source of supply should and one of the other wells go out of service.

The Central Plant is one of two "take points" for treated surface water purchased from the City of Houston. Having a groundwater supply owned and operated by the City of Bellaire also provides system redundancy and reliability should disruption of the City of Houston supply occur for any reason. The new well at the Central Plant, combined with the standby electrical generator at this location, would allow the City to provide water to its residents in the event of a disruption to electrical service and/or disruption of delivery of treated surface water from the City of Houston.

Final payment request (Payment #10 herein) is in the amount of \$86,901.10.

The Original Contract Amount for this project was \$1,781,400.00. The Final Contract Amount is \$1,738,022.00. The entire scope of the project as listed above has been completed.

Previous Council Action Summary:

The Design Engineering and Bid Phase Services Contract was awarded by Council (Ordinance No. 12-035) on August 6, 2012 to Klotz Associates in the amount of \$93,100.00.

Updated: 3/17/2015 7:20 PM by Tracy L. Dutton

The Construction Administration and Construction Observation Services Contract was awarded by Council (Ordinance No. 13-062) on December 16, 2013 to Klotz Associates in the amount of \$62,300.00.

The Construction Contract was awarded by Council (Ordinance No. 13-061) on December 16, 2013 to Alsay Incorporated in the amount of \$1,781,400.00.

Fiscal Impact:

This project was funded by the Enterprise CIP Fund. The remaining contract amount of \$43,378.00 will be unencumbered and returned to the Enterprise CIP Fund.

Recommendation:

The Public Works Department respectfully requests favorable City Council action with respect to the final payment request of \$86,901.10 on the contract for the Central Plant Water Well and Plugging of Wells at Central and Evergreen Project, with Alsay Incorporated, and authorization for the Mayor and the City Clerk of the City of Bellaire, Texas, to execute and attest to a Final Payment with Alsay Incorporated in the amount of \$86,901.10.

ATTACHMENTS:

- Final Payment Alsay Incorporated Central Plant Water Well and Plugging of Central and Evergreen Project (DOC)
- Central Water Well Close Out Package for Council (PDF)



ORDINANCE NO. 15-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AUTHORIZING THE DIRECTOR OF THE PUBLIC WORKS DEPARTMENT OF THE CITY OF BELLAIRE, TEXAS, TO EXECUTE AN "APPLICATION FOR PAYMENT – FINAL (NO. 10)" WITH ALSAY INCORPORATED, IN A FORM AS ATTACHED HERETO AND MARKED "EXHIBIT A," TO A CONTRACT FOR THE CENTRAL PLANT WATER WELL AND PLUGGING OF WELLS AT CENTRAL AND EVERGREEN PROJECT IN THE AMOUNT OF \$86,901.10 AND AUTHORIZING THE CITY OF BELLAIRE TO MAKE THE FINAL PAYMENT TO ALSAY INCORPORATED ON SAID PROJECT IN THE AMOUNT OF \$86,901.10.

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

- 1. THAT the Director of the Public Works Department 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. 10)" with Alsay Incorporated, in a form as attached hereto and marked "Exhibit A," to a contract for the Central Water Well and Plugging of Wells at Central and Evergreen Project in the amount of \$86,901.10.
- 2. THAT the City of Bellaire, Texas, is hereby authorized to make the final payment to Alsay Incorporated to a contract for the Central Water Well and Plugging of Wells at Central and Evergreen Project in the amount of \$86,901.10, based on the above-referenced "Application for Payment Final (No. 10)," as attached hereto and marked "Exhibit A."
- **3. THAT** the City of Bellaire, Texas, has received an executed "Agreement for Final Payment and Contractor's Sworn Release," in a form as attached hereto and marked

Ord. No. 15- Page 1 of 2

"Exhibit B," from Alsay Incorporated related to the contract for the Central Water Well and Plugging of Wells at Central and Evergreen Project.

4. THAT upon execution of said "Application for Payment – Final (No. 10)," the total amount paid to Alsay Incorporated will equal \$1,738,022.00 as compared to the original contract amount of \$1,781,400.00.

PASSED and **APPROVED** this, the 23rd day of March, 2015.

(SEAL)

Alan P. Petrov City Attorney

ATTEST:	SIGNED:
Tracy L. Dutton, TRMC City Clerk	Dr. Philip L. Nauert Mayor
APPROVED AS TO FORM:	

Ord. No. 15-____ Page 2 of 2

CERTIFICATE OF COMPLETION

	ng of Wells at Central and Evergreen
Owner: City of Bellaire	Owner's Contract No.: Ord. No. 13-062
Contract:	Engineer's Project No.: 0105.035.001
This Certificate of Completion applies to all	Work under the Contract Documents:
Date of Completion: February 13, 2015	
of Owner, Contractor, and Engineer, and for This Certificate does not constitute an accep	

Date

Accepted by Owner

FINAL REQUEST FOR PAYMENT (No. 10)

1160 Dairy Ashford, Suite 500 Houston, Texas 77079 T 281.589.7257 F 281.589.7309 houston.office@klotz.com

February 25, 2015

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

Re:

City of Bellaire Central Plant Water Well

And Plugging of Wells at Central and Evergreen

Final Pay Estimate

Klotz Associates Project No. 0105.035.001

Dear Mr. Gary:

Enclosed please find the Final Pay Estimate for the above referenced project for work completed through February 13, 2015. Klotz Associates has reviewed this pay estimate and recommends payment to Alsay Incorporated in the amount shown below.

Original Contract Amount	\$ 1,781,400.00
Change Orders	<u>\$0</u>
Revised Contract Amount	\$ 1,781,400. <u>00</u>
Work Performed to Date	\$ 1,738,022.00
Less 5% Retainage	\$ 0.00
Subtotal	\$ 1,738,022.00
Less Previous Payments	<u>\$ 1,651,120.90</u>
Amount Due	<u>\$ 86,901.10</u>

Please feel free to call if you have any questions or require any additional information.

Sincerely,

Ralph E. Cox, P.E. Vice President

REC:azm
Attachment

APPLICATION FOR PAYMENT

Estimate No	10 FINAL	· 			
For Period From _	02/01/15		То	02/09/15	
Date of Request: _	02/09/15	Current	Contrac	t Completion Date: 10/01/14	
Current Amount of	Contract:	\$1,781,400.00			_
TOTAL AMOUN	Г WORK DO	NE TO DATE:	\$	1,738,022.00	_
	Less Amo	ount Retained:	\$(0.00	_)
	Less Prev	rious Payments:	\$(1,651,120.90	_)
AMOUNT DUE C	CONTRACTO	OR:	\$	86,901.10	_
materials shown or and materials supp construction contra changes authorized amount up to and it part of the "AMOU	n the face of to blied in full accurated document thereto; that including the JNT DUE Country and adable equipments with the	this estimate are accordance with the ents between the the foregoing is last day of the pontractor." lawful bills againent employed in	correct; ne terms Owner a true a eriod cor has been nst the b n the per ements.	antities and prices of work and that all work has been performed and conditions of the corresponding and the Contractor, including all and correct statement of the contravered by this estimate and that no a received. Delow named Contractor, for laboration formance of said contract have been been performed by the said contract have been performance of said contract have been performed and performance of said contract have been performed and performance of said contract have been performed and performed and performed and performed and performed and performed and conditions of the corresponding all the contract of the contract have been performed and conditions of the corresponding all the contract of the contract have been performed and conditions of the contract have been performed and the contract have been	ct
	ant Secreta	ary			
Klotz Associates I	nc.			APPLICATION FOR PAYME	

PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS	
COUNTY OF Harris	
The undersigned contracted with the City of Bethe City of Bellaire in connection with certain improvements to real professional connection.	perty located inHarris
County, Texas, and owned by <u>the City of Bel</u> which improvements are described as follows:	laire ,
Central Water Plant Well and Plugging of	Wells at Central and Evergreen
In consideration of Pay Estimate No in the one and ten one-hundredths DC and valuable consideration, the receipt and sufficient confessed, the undersigned does hereby waive and lien or claims of lien that the undersigned has or he property on account of any labor performed or materials furnished by the undersigned or any constitutional lien that the undersigned may Undersigned hereby guarantees that all bids for labor erection and construction of such improvements on satisfied and Undersigned does further guarantee the material or labor against said Property arising out of with the erection or construction of said improvements of such lien or liens and a proper release	or performed and/or materials furnished in the Property have been fully paid and att if for any reason a lien or liens are filed for fany bills for material or labor in the property have been fully paid and the liens are filed for fany bills for material or labor in connection tents thereon, Undersigned will obtain a
	By: Assistant Secretary, Alsay Incorporated TITLE
SWORN TO AND SUBSCRIBED BEFORE ME, 20_15, to certify which witness my hand and se	on this the OHO day of FEDRUARY, eal of office.
My Commission Expires: 8-18-2018 Klotz Associates, Inc. Klotz Associates, Inc.	NOTARY PUBLIC in and for the State of Texas McChell Hall PARTIAL/FINAL WAIVER OF LIEN APPENDIX I – Page 1

TO FINAL	T OF SURE PAYMENT of G707 In reverse side)			OWNER ARCHITECT CONTRACTOR SURETY OTHER
TO OWNER:	City of Bellair	e	ARCHITECT'S PROJE	ECT NO.:
(Name and address)	7008 South Ri	ce Avenue		
	Bellarie, TX 7	7401-4495	CONTRACT FOR: C	Construction
PROJECT:	City of Bellari	e Central Plant Water	CONTRACT DATED:	Dec. 16, 2013
(Name and address)	Well and Plugg	ging of Wells at Central		
	and Evergreen			
Bond No. SU	R0015445			
(Insert name and add Argonaut Insu			vner and the Contractor as in	dicated above, tile
Houston, TX				
110000000, 111	7,000			, SURETY,
on bond of		Alsay Incorporated		, 301.2.1,
(Insert name and add	dress of Contractor)	6615 Gant Road		
		Houston, TX 77066		
		Trousion, 121 77000		
				, CONTRACTOR,
hereby approves	s of the final paym	ent to the Contractor, and agre	es that final payment to the	Contractor shall not relieve the Surety of
any of its obligati (Insert name and add	ions to dress of Owner)	, ,		
City of Bellair 7008 South Ri			19	
Bellaire, TX				
<i></i> • • • • • • • • • • • • • • • • • •				OMMED
as set forth in sai	d Surety's bond.			OWNER,
		ty has hereunto set its hand on t e numeric date and year.)	this date:	
	February 9, 20	15	Ā	ut Ingunance Commany
			(Surety) (Signature of sufrorized repre	ut Insurance Company Lufter esentative)
Attest:			Ionnifor Winters	Attorney In Fact

Jennifer Winters, Attorney-In-Fact
(Printed name and title)



(Seal):

CAUTION: You should sign an original AIA document that has this caution printed In red. An original assures that changes will not be obscured as may occur when documents are reproduced. See Instruction Sheet for Limited License for Reproduction of this document.



Argonaut Insurance Company Deliveries Only: 225 W. Washington, 24th Floor

Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

D. N. Broyles, Jennifer Winters, Cara D. Hancock, Linda Thornbrugh, Jean Brill, Ginger Hoke

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$40,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 18th day of July, 2013.

Argonaut Insurance Company

by:

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 18th day of July, 2013 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

KATHLEEN M MEEKS
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXR 07-15-2017

Kathlun M. Mulls

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the Ath day of February 2015.



Sarah Heineman VP-Underwriting Surety

G.1.c.2 OWNER CONSENT OF SURETY TO REDUCTION IN ARCHITECT OR PARTIAL RELEASE OF RETAINAGE CONTRACTOR Conforms with the American Institute of SURETY Architects, AIA Document G707A OTHER Bond No.: SUR0015445 ARCHITECT'S PROJECT NO: TO OWNER: City of Bellaire (Name and address) 7008 South Rice Avenue ۸ttachment: Central Water Well - Close Out Package for Council (1433 : Closeout of Central Water Well Project Bellaire, TX 77401-4495 **CONTRACT FOR: Construction** Dec. 16, 2013 CONTRACT DATED: City of Bellaire CentralPlant Water Well and PROJECT: (Name and address) Plugging of Wells at Central and Evergreen In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (Insert name and address of Surety) **Argonaut Insurance Company** 13100 Wortham Center Drive, Ste. 290 SURETY, Houston, TX 77065 on bond of (Insert name and address of Contractor) **Alsay Incorporated** 6615 Gant Road Houston, TX 77066 , CONTRACTOR, hereby approves the reduction in or partial release of retainage to the Contractor as follows: Reduction in Retainage from 5% to 0% The Surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the Surety of any of its obligations to (Insert name and address of Owner) City of Bellaire 7008 South Rice Avenue , OWNER Bellarie, TX 77401-4495 as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: February 9, 2015

(Insert in writing the month followed by the numeric date and year.)

	/ ,	7	
Xun	The la	Jan te	11
are of authorized repr	anautatina)		

Attest:

(Seal):

Jennifer Winters, Attorney-In-Fact

(Printed name and title)

Argonaut Insurance Company Deliveries Only: 225 W. Washington, 24th Floor

Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

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Argonaut Insurance Company

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Joshua C. Betz Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

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Kathlun M. Muls

(Notary Public)

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IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the Ath day of Rhyward 2015



Sarah Heineman VP-Underwriting Surety

Topic Right Associates, Inc. Invoice No. 8231 FINAL City Of Bellaire Central Plant Water Well and Fuergreen Huston, Taxas 77079 Contradar Sulvester Johnson Atention: Sylvester Johnson Klotz Project Number: 0198.035.001 Contradar Central and Evergreen Right Activation of Work in Stored Contradar Sulvester Johnson Cont	AL	ALSAY INCORPORATED	ED	9	6615 Gant	12.	Hon	Houston, Texas		99022
Houston, Toxas 17079 Houston, Toxas 17079 Attention: Sylvaser Johnson Attention: Street Mobilization Toxas 17079 Attention: Sylvaser marked Attention: Sylvaser Attention: Sylvaser Attention: Sylvaser Attention: Sylvaser A		Klotz Associates, Inc.		Invoi	ce No. 8231 F	INAL	City Of Bell	aire Cent	ral Plant Wat Central and	ter Well and Evergreen
Scheduled Sche		Houston, Texas 77079 Attention: Sylvester Johnson		Klotz P	roject Number:	0105.035.001	OS	ORIGINA NTRACT AI ADJUSTEE	L CONTRACT: DJUSTMENTS: CONTRACT:	\$1,781,400.00 \$0.00 \$1,781,400.00
Control English Control En	_	July M 30 mg is an income	Scheduled	Previous Application	THIS APPLICA Work in	TION Stored Material	Total Complete & Stored to Date	Percent Complete	Balance to Complete	0.00% Retainage
General Requirements Conjoined State Conjo		Description of work	Value	Townsond du	200					
Mobilization Trench Safety 20,000.00 2,500.00		General Requirements							00.00	-
Sie Work Control Safety Control Sa	_	Mobilization	200,000,00	200,000.00			200,000.00	100.00%	00.00	·
Site Work Site Work 0.00% 0.00 0.00 Demolition work 11,000.00 11,000.00 11,000.00 0.00% 0.00 Plug Certain well 47,000.00 47,000.00 47,000.00 0.00 0.00 Plug Certain well 47,000.00 47,000.00 47,000.00 0.00 0.00 Plug Certain well 47,000.00 47,000.00 47,000.00 0.00 0.00 Plug Certain well 47,000.00 47,000.00 0.00 0.00 0.00 Plug Certain well 47,000.00 47,000.00 0.00 0.00 0.00 Plug Certain well 47,000.00 47,000.00 0.00 0.00 0.00 Occorded speak 0.00 47,000.00 0.00 0.00 0.00 SY5,00 per SY 0.00 0.00 0.00 0.00 0.00 SY5,00 per SY 0.00 0.00 0.00 0.00 0.00 SY5,00 per SY 0.00 0.00 0.00 0.00 0.00 <th< td=""><td>٠ ،</td><td>Trench Safety</td><td>2.500.00</td><td>2,500.00</td><td></td><td></td><td>2,500.00</td><td>100.00%</td><td>00.0</td><td>1</td></th<>	٠ ،	Trench Safety	2.500.00	2,500.00			2,500.00	100.00%	00.0	1
Site Work Discrimental bring bring bring statement repair of contract stream of store and expension work 1,1000.00 1,1000.00 1,000% 0.00		60.00						%00'0		-
Site Work 1,000,00 1,000,00 0,00% 0,00 - Demolition work Purgreen well Purgery enemy and disposal Tree removal and disposal Contral well Contral contracte curb @ \$25,00/L Contracte curb				•			·	%00'0		- 10 mm
Demoition work 11,000.00		Site Work						%00'0		-8
Plug Evergreen well 47,000.00 47,000.00	ď	Demolition work	11,000.00	11,000.00			11,000.00	100.00%	00.0	-
Pug Cantral well 47,000.00 47,000.00 47,000.00 0.00	2 د	Plua Everareen well	47,000.00	47,000.00	•		47,000.00	100.00%	00.00	-
Tree removal and disposal 6,000.00 6,000.00 - 6,000.00 100.00% 0.00 - 6,000.00 100.00% 0.00 - 6,000.00 17,250.00 17,	1 6	Plug Central well	47,000.00	47,000.00	•		47,000.00	100.00%	00'0	
Temp, asphalt paving Concrete pavement repair (a) Syf5.00 per SY Concrete sidewalk (a) Syf5.00 per SY Euried Piping, Valves, Fittings Syf5.00 per LF Syf5	· +	Tree removal and disposal	6,000.00	6,000.00			6,000.00	100.00%	00'0	
Concrete pavement repair @ 17,250.00 17,250.00 17,250.00 10.00% 0.00	· 10	Temp. asphalt paving	6,000.00	6,000.00	•		6,000.00	100.00%	00.00	•
\$75.00 per SY 6" concrete curb @ \$25.00\Left\(\text{L} \) = \begin{array}{c} \text{Concrete} \text{Curb } \t		Concrete pavement repair @	17,250.00	17,250.00	-		17,250.00	100.00%		
Euriced Piping, Valves, Fittings storm sewer manhole 2,750.00 2,750.00 100.00% 0.00 - \$150.00 per SY 11,500.00 11,500.00 11,500.00 11,500.00 0.00 - \$150.00 per SY 11,500.00 11,500.00 11,500.00 - 0.00% 0.00 Buried Piping, Valves, Fittings - - - 0.00% 0.00 - \$350.00 per LF - - - 0.00% 0.00 - \$230.00 per LF - - - 0.00% 0.00 - \$230.00 per LF - - - 0.00% 0.00 - \$230.00 per LF - - - 0.00% 0.00 - \$230.00 per LF - - - 0.00% 0.00 - \$230.00 per LF - - - 0.00% 0.00 - \$230.00 per LF - - - 0.00% 0.00 - \$200.00 per LF		\$75.00 per SY						%00.0		1
Concrete sidewalk @ 2,400.00 2,400.00 - 2,400.00 0.00 - 0.00 0.00		6" concrete curb @ \$25.00/LF	2,750.00	2,750.00			2,750.00	100.00%	0.00	
\$150.00 per SY Site restoration, sod, seed Land Plping, Valves, Fittings Buried Piping, Valves, Fittings 10,000 per LF \$29,750.00 \$29,750.00 \$29,750.00 \$25		Concrete sidewalk @	2,400.00	2,400.00			2,400.00			-
Buried Piping, Valves, Fittings 11,500.00 11,500.00 11,500.00 11,500.00 10,00% 0.00 - S20.00 per LF storm sewer manhole 19,550.00 12,200.00 12,200.00 12,200.00 12,200.00 12,200.00 12,200.00 - 0.00% 0.00 - 0.00% 0.00 - - 0.00% 0.00 - - 0.00 - - 0.00% 0.00 - - 0.00% 0.00 - - 0.00 - - 0.00% 0.00 - - 0.00% 0.00 - - 0.00 - - 0.00 - - 0.00 - - 0.00 - - 0.00 - - 0.00 - - 0.00 - - 0.00 - - 0.00 - - - 0.00 - - - 0.00 - - - - 0.00 - - - - -		\$150 00 per SY	1	•	-		-	0.00%		
Buried Piping, Valves, Fittings L2, waterline, open cut, @ 19,550.00 19,550.00 12,200.		Site restoration sod seed	11,500.00	11,500.00	-		11,500.00	100.00%		
Buried Piping, Valves, Fittings 12" waterline, open cut @ 29,750.00 29,750.00 29,750.00 0.00% 0.00 0.00% 0.00 0.00% 0.00 0.00% 0.00 0.00% 0.00 0.00% 0.00 0.00% 0.00 0.00% 0.00 0.00% 0.00 0.00% 0.00 0.00% 0.00 0.00% 0.00 0.00			1				-	%00.0		-
Buried Piping, Valves, Fittings - - - - 0.00% 0.00 - - 0.00% 0.00 - - - 0.00% 0.00 - - - - 0.00% 0.00 - - - - - 0.00% 0.00 - - - - 0.00% 0.00 - - - - - 0.00% 0.00 - - - - - 0.00% 0.00 - - - - - - 0.00% 0.00 - - - - - - - - 0.00% 0.00 - - - - - - 0.00 -			-	1	•		•	%00.0		-
\$350.00 per LF 18" storm sewer manhole		Buried Pining Valves, Fittings	1	1			•	0.00%		1
\$350.00 per LF 18, storm sewer, open cut, @ \$230.00 per LF 32,200.00 12,200.00 \$10,550.00 12,200.00 12,200.00 \$10,550.00 12,200.00 12,200.00 \$10,000 12,200.00 12,2	_	12" waterline onen cut @	29.750.00	29.750.00			29,750.00	100.00%		-
\$20.00 per LF 19,550.00 19,550.00 19,550.00 19,550.00 0.00 0.00 - - - - 0.00 - - - - - - 0.00 - - - 0.00 -	>	\$350 00 parl E	-	*	1			%00'0		
\$230.00 per LF \$230.00 per LF Storm sewer manhole -	7	18" storm sewer onen cut @	19 550.00	19.550.00			19,550.00	100.00%		
Storm sewer manhole 32,200.00 12,200.00 - 12,200.00 37.89% 20,000.00 - Storm sewer manhole - - 0.00% 0.00 - - - - 0.00% 0.00 - - - - 0.00% 0.00 - - - - 0.00% 0.00 -		\$230 00 per I E		1	ı		-	%00.0		-
- 00.0 %00.0 0.00 - 00.0 %00.0	c	Storm sewer manhole	32.200.00	12.200.00	1		12,200.00	37.89%	20,00	
- 00.0 %00.0 0.00 %00.0 0.00 %00.0	ı		•	1	ī			%00'0		-
- 0.00 %00.0 0.00 %00.0 0.00 %00.0			ſ	•				%00.0		
0.00			•				-	%00'0		•
		-	8-					%00.0		

Attachment: Central Water Well - Close Out Package for Council (1433: Closeout of Central Water Well Project)

Item No.						Complete			
6		nled	Previous	Work in	Stored	& Stored	Percent	Balance to	0.00%
	Description of Work	Value	Application	Place	Material	to Date	Complete	Complete	Retainage
	Well Construction			•			0.00%		r
13	Drilling Rig Setup	190,000.00	190,000.00			190,000.00	100.00%		
4	Drill Pilot Borehole @	262,500.00	262,500.00	- 1880		262,500.00	100.00%	0.00	-
	\$150.00 per LF	1	ı				%00'0	00.00	•
15	Geophysical loading suite	20,000,00	20,000.00	•		20,000.00	100.00%	00.0	-
9 4	One test hole water sample	35,000,00					0.00%	35,000.00	1
12	Plug & abandon pilot borehole	3,500.00					0.00%	3,500.00	
							0.00%		-
<u>«</u>	Ream horehole to 26" @	72.000.00	71.340.00			71,340.00	%80.66	00.099	-
2	\$60 00 per l F/deduct 11'	-					0.00%	00.0	
9	Surface casing caliber and	11.000.00	11.000.00			11,000.00	100.00%	00.0	-
2	prelim Alignment surveys						0.00%	00.00	
20	Surface casing final alianment	11,000.00	11,000.00			11,000.00	100.00%	00.00	
ì	SIIVeV	-					%00.0		•
23	Install 20" casing @ \$70.00/LF	84,000.00	83,230.00			83,230.00	%80.66		-
22	26" Ream & underream @	24,000.00	24,480.00	ı		24,480.00	102.00%	-48	t
	\$60.00 per LF					-	0.00%		•
23	Screen assembly caliber survey	11,000.00	11,000.00			11,000.00	100.00%	00.00	-
24	Install 14" blank @ \$50.00/LF	14,000.00	10,300.00			10,300.00	73.57%		•
25	Install 14" screen @ \$135.00/LF	29,700.00	40,770.00	•		40,770.00	137.27%	-11	•
26	Cement casing @ \$50.00/LF	60,000.00	59,450.00	-		59,450.00	%80.66		
27	Gravel pack @ \$50.00/LF	25,000.00	25,400.00	-		25,400.00	101.60%	-40	-
, %	Well development	25,000.00	25,000.00	ı		25,000.00	100.00%		•
5 6	Well pumping test	25,000.00	25,000.00			25,000.00	100.00%		
30.	Water sample & analysis	5,000.00				5,000.00		*	•
8 %	Well disinfection	2,300.00				2,300.00			-
3	Well camera survey	2.500.00	2,500.00			2,500.00	10		
}				1		•	0.00%		1
332	Well discharge piping	92,000.00	92,000.00	•		92,000.00	100.00%		•
33h	Pine supports			•			0.00%		
33.5	Valves & meter			1			0.00%		
337	Well riser & concrete slab					1	0.00%		-
220	Splach pad inlet					•	%00.0		-
) 	Opiasi pad						%00.0	00.00	
34	Vert. turbine well pump & motor						%00.0	00'0	
	Install well pumping equipment	60,000.00	60,000.00	•		00'000'09	100.00%		
et	Install well motor	60,000.00	60,000.00	•		60,000.00	100.00%		
			•				%00.0	00.00	

Attachment: Central Water Well - Close Out Package for Council (1433: Closeout of Central Water Well Project)

	G.1.c.2
901	
\$86,	

\$87,851.25

					Commence of the Commence of th				
				THIS APPLICATION	NOIL	Total Gomplete			
Item	11 - M 3	Scheduled	Previous	Work in	Stored		Percent	Balance to	0.00%
NO.	Description of Work		The state of the s	200					
	Chlorination System	57,000.00	57,000.00			57,000.00	100.00%	00.0	1
359	Chlorine piping & valves						%00.0	00.00	
35b	Move & connect to existing					•	%00.0	00'0	
	chlorinators & residual analyzer	1		1		ľ	%00.0	00.00	,
		ı				-	%00.0	00.00	-
36	Flectrical	-		1		-	0.00%	00.00	
363	Switchgear	31.400.00	31,400.00			31,400.00	100.00%	00.00	-
36h	Controls & special systems	18,200.00	18,200.00			18,200.00	100.00%	00.00	1
366	Connect well motor & appurt.	1.800.00	1,800.00			1,800.00	100.00%	00'0	-
36d	Underground conduit	26,000.00	26,000.00	1		26,000.00	100.00%	00.0	1
366	Underground wire & cable	10,700.00	10,700.00	ı		10,700.00	100.00%	00.0	t
366	Exposed indoor conduit	2,950.00	2,950.00	ş		2,950.00	100.00%	00.00	-
364	Exposed indoor wire & cable	2,450.00		1		2,450.00	100.00%	00.0	-
365	Exposed outdoor conduit	18,000.00	18,000.00	1		18,000.00	100 00%	00.0	-
36	Exposed outdoor wire & cable	3,500.00	3,500.00			3,500.00	100.00%	00'0	-
<u>.</u>		t				-	0.00%	00'0	1
	Cash Allowanges					1	0.00%		-
CA1	Construction contingencies for	50,000,00	58,852.00	1		58,852.00	117.70%	-8,852.00	ı
5	Inforeseen site conditions	I		1		1	%00'0	00.0	
		1				-	0.00%	00'0	
				1		-	%00'0	00.0	ı
		1	1			-	%00'0	00.0	1
	24			1		-	%00.0	00.0	
	Total	\$1,781,400.00	\$1,781,400.00 \$1,738,022.00	\$0.00		\$0.00 \$1,738,022.00	97.56%	\$43,378.00	\$0.00

NET AMOUNT EARNED TO DATE: WORK PERFORMED TO DATE: LESS PREVIOUS ESTIMATE: TOTAL AMOUNT DUE: LESS RETAINAGE:

\$0.00

AMOUNT DUE THIS ESTIMATE:

\$0.00

%00.0

\$1,738,022.00 \$1,563,269.65 \$174,752.35

\$1,738,022.00

Less Invoice No. 9:

FINAL INVOICE AMOUNT DUE:

Attachment: Central Water Well - Close Out Package for Council (1433: Closeout of Central Water Well Project)

Packet Pg. 72

Texas Department of Licensing & Regulation

Regulated By:

Austin, Tx. 78711 P.O. Box 12157

Klotz Associates, Inc.

Alsay Incorporated

AGREEMENT FOR FINAL PAYMENT AND CONTRACTOR'S SWORN RELEASE

AGREEMENT FOR FINAL PAYMENT AND CONTRACTOR'S SWORN RELEASE

In order to insure that the rights, obligations and respon-
sibilities of all parties to the original contract document are fully
protected, which contract document was signed and executed on the
16th day of December , 2013 by Alsay Incorporated
, referred to therein as
CONTRACTOR and hereinafter referred to as CONTRACTOR, and the CITY
OF BELLAIRE, TEXAS on the 16th day of December , 20 13 ,
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 repre-
sentation under oath by said individuals that they have the power
and authority to execute this Agreement for and on behalf of the
said corporation:
Ι.
\cdot
The CONTRACTOR has received 9 (number) payments
pursuant to 10 (number) 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 liability 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 and Change Order, 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 OWNER, 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

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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.

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	SIGNED and EXECUTED this, the 16th day of February
	/ 20 <u>.15</u> ·
	CONTRACTOR
	Signature
	Print Name: Jim Caldwell, President
	[If CONTRACTOR is a proprietorship, owner must sign; if a partner-ship, each partner must sign; if a corporation, the following language should be used.]
1	SIGNED and EXECUTED this, the 16th day of February
)	. 20 15 , by Alsay Incorporated
	, 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
1	regularly called and held.
	CONTRACTOR
	By: President
A	TTEST:
Ċ	An Alm L Opporate Secretary

(Corporate Seal)

[This form is for use in the event CONTRACTOR is a corporation.]

AFFIDAVIT

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared the persons who signed and executed the above and foregoing Agreement for Final Payment and Contractor's Sworn Release, whose names are set out above, who each, after being by me duly sworn, on their oaths deposed and said:

We each are the persons whose names are subscribed above, and hold respectively the offices in the corporation as set out above, and each state under oath that we have the authority to execute this Agreement for Final Payment and Contractor's Sworn Release for and on behalf of said corporation, pursuant to authority granted to us in the Charter of said corporation, the By-Laws of said corporation and/or the Minutes of said corporation; and the facts, statements and representations as set out in the instrument to which this Affidavit is attached are true and correct.

Jim Caldwell, President, Alsay Incorporated

Joe Slavik, Assistant Secretary, Alsay Incorporated

SWORN TO AND SUBSCRIBED TO before me this, the 10 th day

of February, 2015

ARY AUSTONIAN OF TENSON OF

Notary Public, State of Texas

My Commission Expires: 8-18-2018

Mayor and Council

7008 S. Rice Avenue Bellaire, TX 77401

SCHEDULED **ORDINANCE (ID # 1501)**



Meeting: 03/23/15 07:00 PM Department: Public Works Category: Presentation Department Head: Brant Gary

DOC ID: 1501

Item Title:

Consideration of and possible action on a request from the Bellaire Public Works Department for City Council approval to purchase the following FY 2015 capital equipment: one (1) 4ton asphalt patcher and one (1) 1/2-ton mini asphalt recycler in the amount of \$57,899.67.

Background/Summary:

Public Works wishes to reallocate the Capital Outlay Funds in the Streets & Drainage Division to better align with the needs of the Public Works Department.

The following items are to be purchased via the City's agreement with the BuyBoard Purchasing Cooperative:

 4-Ton Asphalt Patcher (built to specification): \$49,273.00 ½ Ton Mini Asphalt Recycler (built to specification): \$8,626.67

This equipment will allow for continued operations of the Streets & Drainage Division by providing a versatile and more economical solution when performing asphalt repairs and maintenance while retaining current capabilities.

This equipment will allow Public Works to perform normal repairs more efficiently and allow for a level of redundancy for our in-house capabilities. This is in accordance with the requested reallocation of the FY2015 Budget Capital Items.

Previous Council Action Summary:

Approved in the FY2015 Budget

Fiscal Impact:

Pending Council approval for the budget reallocation, these two items, totaling \$57,899.67, will be expended from General Fund Line Item 8051-906.

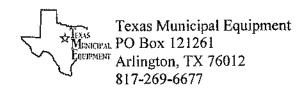
Recommendation:

The Director of Public Works has reviewed the items and request approval to reallocate the Capital Outlay Funds and expend the funds accordingly.

ATTACHMENTS:

Asphalt Equipment Purchase (PDF)

Updated: 3/19/2015 8:36 AM by Todd Gross

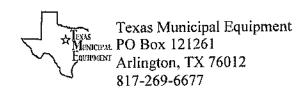


Date	Quote#
12/3/2014	6880

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Item	Description	Qty	U/M	Rate	Total	
F-4T-TRL	Trailer, 4-Ton Asphalt Patcher	1		18,733.00	18,733.00	
	Single Burner]	ŀ		
	Triple Wall Construction					
	Automatic Temperature Control					
	Diesel Fuel Source					
	Two 12-Volt Batteries		 			
	Electric Brakes with Safety Breakaway		†			
j	• 8-Boit Wheels	•	1 t			
	Paint Color Falcon Red					
	• 7-Pin Flat Trailer Plug		l i			
	Conspicuity Tape		l i			
	• Pintle Hitch					
	Operator, Parts Service Manual		l			
	One-Year Warranty		· · · · · · · · · · · · · · · · · · ·			
F-DB-7	Burner, Dual, Recycling Capability (2nd Diesel	1.	ļ <u> </u>	4,608.00	4,608.00	
	Burner, 2nd Battery, 7-day timer included)		l i			
F-DBH-TL	Hydraulics, Dump Box on Trailer	1 :	1	4,800.00	4,800.00	
F-BCP	Charger, Battery Charger - Falcon	1	·	502.00	502.00	
F-Extended Frame	Extended Frame	1		225.00	225.00	
F-5 PTH	Holder, 5 Position Tool Holder - Falcon	· 1	.1	150.00	150.00	
OP33014	Spray System, 30 Gallon Non-Heated Rejuvenator	1		5,310.00	5,310.00	
	Spray (with 10-Gallon flush tank)					
Thank you for the o	opportunity to quote these products today!			•		
		Subtotal				
			Sales T	les Tax (0.0%)		
			Total			

Approval Signature



Date	Quote#
12/3/2014	6880

·	***

Item	Description	Qty	U/M	Rate	Total
F-16" Tire-Tand	Tire, 16" Tandem for Tandem Axles W/8 Bolt	1		t,161.00	1,161.00
	Pattern		1		
F-Basket	Basket for mounting Plate Compactor (id 24" x 24")	1	1	209.00	209.00
F-arrow Board	Arrow Board-LED	1	1.	1,880.00	1,880.00
F-Air Comp	Air Compressor, 25 CFM, with hose spray wand, mounted on trailer frame	1		6,084.00	6,084.00
F-Hose Reel	Hose Reel - for Air Compressor	1	.[720,00	720.00
F-Bracket	Bracket, for mounting 10" W x 25" L tool box on side of trailer frame	I		134.00	134.00
F-Tool Box 10x	Tool Box, 10" x 25" x 10"	1	.	260.00	260.00
F-Tool box, SH	Tool Box, Side Hopper Wall (Runs length of Hopper Wall)	1		867.00	867.00
F-Ex Frame-AC	Extended Frame, 4' Extension (Includes upgraded 2"x8"x3/16" Frame rails and Torsion Axles),	1		1,735.00	1,735.00
	Required if purchasing rejuvenator system and air compressor options. Does not include 2' frame extension option				
Freight	Freight - FOB Midland, MI	1		1,895,00	1,895.00
	**BuyBoard Contract #424-13, Line 27 (Faicon - Asphalt Patch)				٠
Thank you for the	opportunity to quote these products today!		Subtota	al	\$49,273.00
 			Sales T	ax (0.0%)	\$0.00
Approval Signa			Total		\$ 49,273.00



Texas Municipal Equipment Texas iviumoipu. — Po Box 121261
FRINGIPAL PO Box 121261
Arlington, TX 76012
817-269-6677

Date	Quote#
2/23/2015	6997

Name / Address	
City of Bellaire 4337 Edith Street	
Bellaire, TX 77401	
:	

ltem	Description	Qty	U/M.	Rate	Total
MJ 33062	1/2 Ton Mini Asphalt Recycler & Hot Box Slip-In •One SRM24 12-Volt Battery •Triple Wall Construction and Fully Insulated •Single Vapor Propane Burner •Automatic Temperature Control •Hopper Tarp Cover •Shoveling Apron •Paint Color – Falcon Black •Operator, Parts and Service Manual •One-Year Warranty Included Options: •ProSport 6 Battery Charger Package •Timer – 24-Hour			7,326.67	7,326.67
Freight	Freight		1	1,300.00	1,300.00
	**Option - Upgrade to a Single Axle Trailer \$2,625.00				
Thank you for t	he opportunity to quote these products today!		Subtota		\$8,626.67
	***		Sales T	ax (0.0%)	\$0.00
Approval Sign			Total		\$8,626.67

Mayor and Council 7008 S. Rice Avenue Bellaire, TX 77401

SCHEDULED ACTION ITEM (ID # 1526)



Meeting: 03/23/15 07:00 PM Department: Parks, Recreation and Facilities

> Category: Ordinance Department Head: Karl Miller

DOC ID: 1526

Item Title:

Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, temporarily suspending the application of Chapter 6, Animals and Fowl, Article II, Keeping Dogs and Cats, Section 6-43, Dogs and cats prohibited on parks and playgrounds, of the Code of Ordinances of the City of Bellaire, Texas, for the purpose of allowing the Evelyn's Park Conservancy Board to hold a "Dog Day Afternoon" event, in Evelyn's Park, 4400 Bellaire Boulevard, Bellaire, Texas, said suspension to commence at 10:00 a.m. and terminate at 4:00 p.m. on Saturday, April 18, 2015.

Background/Summary:

The Evelyn's Park Conservancy is planning to host a Dog Day Afternoon event for dog owners and their pets to experience and enjoy Evelyn's Park. Food trucks and dog related vendors will be invited to the event for the participants and their pets. For this reason, the Evelyn's Park Conservancy is requesting permission from the Bellaire City Council to hold the Dog Day Afternoon event in Evelyn's Park located at, 4400 Bellaire Blvd., Bellaire, Texas. The event will commence on Saturday, April 18, 2015 at 11:00 a.m. and end at 2:00 p.m. on Saturday, April 18, 2015.

Since the City has adopted an ordinance prohibiting dogs and cats on all parks and playgrounds, except Lafayette Park, it is necessary to ask City Council to suspend the application of Chapter 6, Animals and Fowl, Article II, Keeping Dogs and cats, Section 6-43, Dogs and cats prohibited on parks and playgrounds, of the Code of Ordinances of the City of Bellaire, Texas, so that the Evelyn's Park Conservancy may hold the event. The suspension has been requested for a longer period of time than the actual event to allow for set up, the event to occur, and to end the event. The requested suspension is from 10:00 a.m. until 4:00 p.m. on Saturday, April 18, 2015.

Accordingly, an ordinance has been prepared and attached hereto for City Council consideration, which would allow for the requested suspension.

Previous Council Action Summary:

N/A

Fiscal Impact:

No fiscal impact is associated with the adoption of this ordinance.

Recommendation:

The Parks, Recreation, and Facilities Department recommends adoption of this ordinance.

ATTACHMENTS:

- Code Suspension Ch. 6, Sec. 6-43, Evelyns Park Conservancy Board Dog Day Afternoon 2015 (DOC)
- EPC Dog Ordinance Request Letter (PDF)

Updated: 3/19/2015 1:27 PM by Tracy L. Dutton



ORDINANCE NO. 15-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, TEMPORARILY SUSPENDING THE APPLICATION OF CHAPTER 6, ANIMALS AND FOWL, ARTICLE II, KEEPING DOGS AND CATS, SECTION 6-43, DOGS AND CATS PROHIBITED ON PARKS AND PLAYGROUNDS, OF THE CODE OF ORDINANCES OF THE CITY OF BELLAIRE, TEXAS, FOR THE PURPOSE OF ALLOWING THE EVELYN'S PARK CONSERVANCY BOARD TO HOLD A "DOG DAY AFTERNOON" EVENT IN EVELYN'S PARK, 4400 BELLAIRE BOULEVARD, BELLAIRE, TEXAS, SAID SUSPENSION TO COMMENCE AT 10:00 A.M. AND TERMINATE AT 4:00 P.M. ON SATURDAY, APRIL 18, 2015.

WHEREAS, the Evelyn's Park Conservancy Board desires to sponsor an event to be known as "Dog Day Afternoon" in Evelyn's Park located at 4400 Bellaire Boulevard, Bellaire, Texas; and

WHEREAS, the Evelyn's Park Conservancy Board has requested permission from the Bellaire City Council to hold the event in Evelyn's Park located at 4400 Bellaire Boulevard, Bellaire, Texas, from 10:00 a.m. until 4:00 p.m. on Saturday, April 18, 2015; and

WHEREAS, in order for the event to be held in Evelyn's Park, 4400 Bellaire Boulevard, Bellaire, Texas, it is necessary for the City Council of the City of Bellaire, Texas, to temporarily suspend the application of *Chapter 6, Animals and Fowl, Article II, Keeping Dogs and Cats, Section 6-43, Dogs and cats prohibited on parks and playgrounds,* of the *Code of Ordinances of the City of Bellaire, Texas,* said suspension to commence at 10:00 a.m. and terminate at 4:00 p.m. on Saturday, April 18, 2015; NOW, THEREFORE,

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

- **1. THAT** the recitals set forth above are true and correct.
- **2. THAT** Chapter 6, Animals and Fowl, Article II, Keeping Dogs and Cats, Section 6-43, Dogs and cats prohibited on parks and playgrounds, of the Code of Ordinances of the City of Bellaire, Texas, is hereby temporarily suspended on Saturday, April 18, 2015, commencing at 10:00 a.m. and terminating at 4:00 p.m.

Ord. No. 15-___ Page 1 of 2

- **3. THAT** said temporary suspension shall only apply to the request from the Evelyn's Park Conservancy Board for the "Dog Day Afternoon" event commencing at 10:00 a.m. on Saturday, April 18, 2015, in Evelyn's Park located at 4400 Bellaire Boulevard, Bellaire, Texas, and said suspension shall not apply to any other person or activity.
- **4. THAT** said suspension of *Chapter 6, Animals and Fowl, Article II, Keeping Dogs and Cats, Section 6-43, Dogs and cats prohibited on parks and playgrounds,* of the *Code of Ordinances of the City of Bellaire, Texas,* shall terminate at 4:00 p.m. on Saturday, April 18, 2015, which time said section of the *Code of Ordinances of the City of Bellaire, Texas,* shall be fully reinstated as if never suspended.

	PASSED, APPROVED, and ADOPTED this 23 rd day of March, 2015.	
	(SEAL)	
ATTEST:		SIGNED:
Tracy L. Dutto City Clerk	n, TRMC	Dr. Philip L. Nauert Mayor
APPROVED AS	S TO FORM:	
Alan P. Petrov		

City Attorney

Ord. No. 15-___ Page 2 of 2



March 17, 2015

Dear City Council Members,

My name is Debbie Lapin, and I am writing you as Event Chair and Board member for Evelyn's Park Conservancy. Evelyn's Park is hoping to partner with the City of Bellaire for a dog event in Evelyn's Park on Saturday, April 18, 2015. We have met with Cheryl Bright, Assistant Direct of Parks, Recreation & Facilities who would like to collaborate on this event. The goal of this event is to help raise money and awareness for Evelyn's Park.

I would like to formally request a suspension of the City Ordinance in order to allow dogs in Evelyn's Park on Saturday, April 18, 2015, from 10 am until 4 pm. The event will be contained to Evelyn's Park and will include dog vendors, a dog food truck, and activities for Bellaire residents to enjoy with their dogs. We believe this event will be very popular in the community.

Thank you for your consideration and support of Evelyn's Park.

Respectfully Submitted,

Debbie Lapin Evelyn's Park Conservancy, Events lapinjd@earthlink.net Mayor and Council 7008 S. Rice Avenue

7008 S. Rice Avenue Bellaire, TX 77401

SCHEDULED ACTION ITEM (ID # 1485)



Meeting: 03/23/15 07:00 PM Department: Parks, Recreation and Facilities Category: Amendment

Department Head: Karl Miller
DOC ID: 1485

Item Title:

Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, amending Chapter 3, Alcoholic Beverages, Article I, In General, of the Code of Ordinances of the City of Bellaire, Texas, by amending Section 3-4, Exceptions to General Prohibition - Special Permit Required to Sell, Possess, or Consume Alcoholic Beverages in City-Owned Public Places, for the purpose of allowing The Nature Discovery Center to apply for a Special Use Permit in accordance with the requirements of Section 3-5, Special Permit Procedures, of the Code.

Background/Summary:

Currently the sale, possession and consumption of alcohol is prohibited in parks and other public places by Chapter 3, Article I, of the Municipal Code of Ordinance. Section 3-4 identifies that a Special Permit is required sell, possess or consume alcohol, and Section 3-5 sets out the Special Permit Procedures for the sale, possession and consumption of alcohol.

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

The Nature Discovery Center (NDC) is requesting City Council's consideration for amending Chapter 3, Article I, Sections 3-4 and 3-5, of the Municipal Code of Ordinances for the purpose of allowing NDC to apply for a Special Permit through the City Manager's office for the sale, possession and consumption of alcohol in Russ Pitman Park at fundraiser events and other events throughout the year. This amendment would follow the same requirements and procedures as outlined 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:

On Monday February 16, 2015, Karl Miller, Director of Parks, Recreation and Facilities presented to City Council the ideal of allowing NDC the opportunity to seek a Special Permit through the City Manager's office. Following the presentation City Council directed Mr. Miller to bring back the appropriate amendments to the Municipal Code of Ordinances.

Fiscal Impact:

None

Recommendation:

Updated: 3/19/2015 1:46 PM by Tracy L. Dutton

It is the recommendation of Karl Miller, Director of Parks, Recreation and Facilities that City Council authorize the Mayor of the City of Bellaire to execute an amendment to Chapter 3, Article I, by revising Sections 3-4 and 3-5 of the Municipal Code of Ordinances for the purpose of allowing the Nature Discovery Center to file an application for a Special Use Permit through the City Manager's Office for the sale, service and consumption of alcoholic beverages in Russ Pitman Park for the purpose of fundraiser and other events.

ATTACHMENTS:

- Code Amend Chapter 3 Special Use Permit NDC (DOC)
- request to amend alcohol in park 032015 (PDF)



ORDINANCE NO. 15-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AMENDING CHAPTER 3, ALCOHOLIC BEVERAGES, ARTICLE I, IN GENERAL, OF THE CODE OF ORDINANCES OF THE CITY OF BELLAIRE, TEXAS ("CODE"), BY AMENDING SECTION 3-4, EXCEPTIONS TO GENERAL PROHIBITION-SPECIAL PERMIT REQUIRED TO SELL, POSSESS, OR CONSUME ALCOHOLIC BEVERAGES IN CITY-OWNED PUBLIC PLACES, FOR THE PURPOSE OF ALLOWING THE NATURE DISCOVERY CENTER TO APPLY FOR A SPECIAL USE PERMIT IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 3-5, SPECIAL PERMIT PROCEDURES, OF THE CODE.

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

Section 1. Chapter 3, Alcoholic Beverages, Article I, In General, of the Code of Ordinances of the City of Bellaire, Texas, is hereby amended by revising Section 3-4, Exceptions to General Prohibition-Special Permit Required to Sell, Possess, or Consume Alcoholic Beverages in City-Owned Public Places, for the purpose of allowing The Nature Discovery Center to apply for a special use permit in accordance with the requirements of Section 3-5, Special Permit Procedures, of the Code. The amended Code shall read as set out in Appendix A, attached hereto. All other portions of Chapter 3 of the City's Code not specifically amended hereby shall remain in full force and effect.

Section 2. All ordinances and parts of ordinances in conflict with this Ordinance are repealed to the extent of the conflict only.

Section 3. If any word, phrase, clause, sentence, paragraph, section or other part of this Ordinance or the application thereof to any person or circumstance, shall ever be held to

Ord. No. 15- Page 1 of 3

be invalid or unconstitutional by any court of competent jurisdiction, neither the remainder of this Ordinance, nor the application of such word, phrase, clause, sentence, paragraph, section or other part of this Ordinance to any other persons or circumstances, shall be affected thereby.

Section 4. The City Council officially finds, determines and declares that a sufficient written notice of the date, hour, place and subject of each meeting at which this Ordinance was discussed, considered or acted upon was given in the manner required by the Texas Open Meetings Act, as amended, and that each such meeting has been open to the public as required by law at all times during such discussion, consideration and action. The City Council ratifies, approves and confirms such notices and the contents and posting thereof.

Section 5. This Ordinance shall be effective immediately upon its passage and adoption.

PASSED, APPROVED and ADOPTED this, the 23rd day of March, 2015.

(SEAL)

ATTEST:	SIGNED:
Tracy L. Dutton, TRMC City Clerk	Dr. Philip L. Nauert Mayor
APPROVED AS TO FORM:	
Alan P. Petrov	

Ord. No. 15-___

City Attorney

Appendix A

(Language to be added shown by underline, language to be deleted shown by strike-out)

- Sec. 3-4. Exception to general prohibition—Special permit required to sell, possess, or consume alcoholic beverages in city-owned public places.
- (a) A person or organization may sell, possess, or consume an alcoholic beverage in a public place, as designated in Chapter 12, Community Center, of this code, if a special use permit is first obtained from the city manager or his designee, and
- (b) The Nature Discovery Center may, sell, possess or consume alcoholic beverages at its facilities if a special use permit is first obtained from the city manager or his designee in accordance with the procedures set forth in Section 3-5, below.

Ord. No. 15-___ Page 3 of 3





HANA AND ARTHUR GINZBARG

nature discovery center

7112 NEWCASTLE ST BELLAIRE, TX 77401 713.667.6550

February 6, 2015

officers
Lisa Derenthal
President
Ben Cowan
Vice President
Steve Louis
Treasurer
Chris Copeland
Secretary
Alleen 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 Facilitates,

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

Mayor and Council

7008 S. Rice Avenue Bellaire, TX 77401

SCHEDULED ORDINANCE (ID # 1519)



Meeting: 03/23/15 07:00 PM
Department: Public Works
Category: Ordinance
Department Head: Brant Gary

DOC ID: 1519

Item Title:

Consideration of and possible action on the implementation of a request from more than 80% of the property owners of record abutting Elm Street between South Rice Avenue and the IH-610 Service Road for the installation of up to four (4) bolt-down rubber speed humps along said area of Elm Street in specific locations identified by the Bellaire Public Works Department in consultation with a traffic engineer and authorization for the Public Works Department to accept payment from Elm Street residents for the installation costs related to said request. In accordance with the Neighborhood Traffic Improvement Program, said speed humps would be installed for a trial period of 180 days, at which time the request would be presented to City Council for possible re-evaluation and/or final installation.

Background/Summary:

As shown in the petition previously accepted by the City Council, the residents of Elm Street between South Rice Avenue and the IH610 Feeder Road are requesting the installation of speed humps. The applicants have made presentations to the City Council and the initial approval of action is now the next step in the process. According to the established policy, the process now involves approval of the installation of speed humps for an evaluation period of 180 days.

Previous Council Action Summary:

A petition was submitted to Council during Regular Session on January 26, 2015.

A Public Hearing was held on March 2, 2015.

Fiscal Impact:

Payment for any City expenses incurred would need to be identified from existing budgeted funds or a future budget amendment.

Recommendation:

The Director of Public Works recommends Council approval for the implementation of the project consistent with the following proposed terms:

- Installation of up to 4 speed hump locations along Elm Street with specific locations identified by City Staff as a result of consultation with traffic engineer.
- Acceptance of Council to install the bolt-down rubber speed humps with the
 understanding that they could be left in place after the evaluation period if Council
 desires to make these permanent. (Represents a deviation from the standard asphalt
 approach)

Updated: 3/17/2015 6:03 PM by Tracy L. Dutton

• Authorization of City Staff to accept payment from Elm St. residents towards installation-only project costs (not to include staff time or engineering).

ATTACHMENTS:

• NTIP - Speed Humps - Elm St from S Rice Ave to IH-610 Svc Road(PDF)



TRAFFIC-CONTROL DEVICE(S) SPEED HUMPS

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

WRITTEN COMMENTS

Comments were received on behalf of the Bellaire City Council by the City Clerk's Office. Comments were received beginning March 9, 2015, after 7:00 p.m. until noon on March 23, 2015

John T. Warley, Jr. and Carol G. Warley 819 North 3rd Street Bellaire, TX 77401

March 9, 2015

Honorable Phil Nauert
Honorable City Council Members
City of Bellaire
7008 South Rice Avenue
Bellaire, TX 77401

Dear Mr. Nauert and City Council:

We have lived on North 3rd Street since 1994. John's family moved to Bellaire in 1968. We both graduated from Bellaire High school in the early 1970s.

We believe that installing speed bumps on Elm Street (between S. Rice Ave. and the IH-610 feeder road) is not a good idea. We understand that Elm has a large volume of traffic during peak travel times. However, if speed bumps are installed, we are concerned this will delay the flow of traffic and potentially create additional congestion on Elm Street. This will further negatively impact the ability of residents to back out of their driveways.

We are concerned that if speed bumps are installed on Elm Street that drivers will choose to use North 3rd Street or Holton to cut through to Wedgewood. Wedgewood does not currently have speed bumps. In the past, speed bumps were installed on Wedgewood when Wedgewood was the access point to the entrance ramp to IH-610. This was done to deter drivers who were using Wedgewood instead of Fournace to access IH-610. The speed bumps were removed when TXDOT redesigned the freeway.

If drivers choose to cut through North 3rd and/or Holton, this will create a hazardous situation for children playing on these streets as well as residents walking their pets. These streets, unlike Elm, do not have sidewalks.

We respectfully request City Council to consider the following queries:

- Has anyone been hurt or killed due to traffic on Elm Street?
- How many accidents have occurred on Elm Street?
- How many citations have the Bellaire Police Department issued to drivers on Elm Street for either speeding or for other traffic violations?
- If pets have been injured or killed on Elm Street were these occurrences disproportionate to other streets in Bellaire or as a result of pet owner negligence?

If City Council determines that the answers to our queries indicate that there is not an issue, when compared with other neighborhood streets without speed bumps, we would ask that City Council not approve speed bumps on Elm Street. We have not observed or heard of dangerous traffic issues on Elm Street and we use Elm Street on a daily basis.

We sympathize with residents who live on Elm Street. However, these residents chose to purchase residences on a busy street. Thus, they should have had the expectation that there would be a lot of traffic on Elm Street. This is like someone who buys property near an airport and then complains about the noise from air traffic.

We ask that the City of Bellaire perform a more comprehensive study regarding the impact that speed bumps on Elm Street would have on the surrounding neighborhood streets. For example, the City should consider installing speed indicator signs on Elm Street in order to encourage compliance with the posted speed limit. We also think that the City should consider removing the yellow lines on Elm Street because these lines imply no passing is allowed. However, passing over the yellow lines is required routinely on Elm Street due to numerous parked cars. At the recent Public Hearing, it was brought to our attention that the use of these yellow lines, as well as the white lines, has caused additional traffic issues on Elm Street. We also believe that the parked cars on Elm Street create a potential traffic hazard due to their close proximity to numerous intersections.

In conclusion, if City Council reaches the conclusion that speed bumps should be installed on Elm Street, we respectfully request that City Council consider the installation of speed bumps on Wedgewood in order to discourage drivers from cutting through North 3rd Street and/or Holton. Like Elm Street, Wedgewood also intersects the IH-610 feeder road. Thus, Wedgewood is an alternate route to IH-610 that will be used by drivers if Elm Street has speed bumps.

Respectfully submitted,

John T. Warley, Jr. and Carol G. Warley

Ihn and Carol Warley

March 19, 2015

City of Bellaire Mäyor and Council Members Attn: Tracy Dutton - City Clerk 7008 S Rice Avenue Bellaire, TX 77401

Dear Tracy,

I am writing you this letter to include it in the reading at the City Council Meeting on March 23, 2015 regarding the speed hump installation on Elm Street. Please distribute this letter to all City Council Members, The City Manager and the Mayor of Bellaire. I believe the deadline for submission is noon today. If there is an issue, please contact me at 713,961,9097 immediately.

My name is Bill Wong and I live at 4919 Elm Street in Bellaire, TX. I built my home in 2007 and have lived there ever since. I am married and have two boys that are 18 and 21 years of age. I also have a small dog that is around 4 years old. I love living in Bellaire and decided to buy and build a house on Elm Street because of the lot sizes. I would say 90% of the homes that have an Elm Street address have a lot size over 12,000 sf. When I purchased my lot, I knew that Elm was a busy street, but also considered the access and location of the street. Easy and quick access to 610 and to 59 make Elm Street a perfect location for me.

Fam Writing you to let you know some of the factors I considered when this speed hump issue came out at the end of last year.

- 1. When I purchased my lot back in 2007, I knew that Elm was a busy street. Busy streets are called external obsolescence when you talk about pricing real estate. The definition is an appraisal term referring to the loss in value attribute to factors outside the property itself. Busy streets are considered one, as well as speed humps. My question to you is that when you purchased your home, would you pay more or less for a home that is on a busy street or one that has speed humps? I believe these factors have an effect on home values.
- 2. According to the City of Bellaire and State of Texas speed humps are not recognized as a traffic control device in the Texas Manual on Uniform Traffic Control Devices (MUTCD). They are a deterrent, not an traffic control device.
- 3. The traffic study was done about 2 years ago and the study was done to see if stop signs could be installed at 2nd and Elm. Based on the study and the 3 criteria in the Texas MUTCD, the engineer concluded that stop signs are not warranted. Since the study the manual referenced (Texas MUTCD) has been updated and revised with new criteria. I would hope if we are going to be spending 20,000-50,000 on speed humps, a new study would be done as well and using the revised criteria defined in the manual.
- 4. In the study the engineer recommended 3 speed humps, and the neighbor group wants 4. If speed humps are going to be installed on Elm Street, the City Council and Mayor should follow all the rules, regulations guidelines and timeframes define by law. The time trial should be followed to see if there is an impact of the speed humps. Because this is going to affect property values of the houses on Elm and well as all the streets that Elm connects too. I say this because people will find a way around the speed humps if they are installed, and will cut through on other streets to get to their destination.

- 5. If you look at the three criteria for stop signs listed in the study that is outdated(also see number 6 below), they define why a stop sign is not warranted. If a stop sign is not needed, that should be the same reasons speed bumps are not needed. Since stop signs are considered a traffic control device and speed humps are not.
- 6. The traffic study used the 2001 T MUTCD manual criteria which has been revised since then. The latest revision was Oct 2014. At a minimum the study needs to be revised with the new criteria and new car counts before any speed humps or bumps are considered. This is called due diligence.
- 7. I believe Elm Street is used by emergency vehicles as an emergency pathway for our neighborhood. Has anyone checked with the police and fire department to see that they say about install speed humps on Elm?
- 8. Thave summarized some of the stats in the study that were not told to the neighbors during the petition or not put into the city council presentation.
 - a. 85th percentile of the speed on Elm St. was 36.7 mph west bound and 35 mph east bound.
 - b. The AM Peak hour was from 8:15am to 9:15 am, on 2nd Street with a total car count of 27 during that period.

The PM peak hour was from 7PM to 10PM on 2nd Street with a total care count of 29 during that period.

c: Total car count on Elm Street heading east was 1,441 with 32 cars(2%) going over the 40 mph speed.

Total care count on Elm Street heading west was 818 with 28 cars (3%) going over the 40 mph speed, one (.001%) was going over the 55 mph speed.

In conclusion, I would like you to consider the reasons I listed above for not have speed bumps installed on Elmi Street. I believe there are other options that should be looked into to control speeding down our street.

- 1. Enforce the speed limits on the street for 2 months during peak times. This would be the greater deterrent and will generate revenue for the City of Bellaire.
- 2. Install speed limit strictly enforced by radar signs on the street another deterrent.
- 3. Install radar speed limit devices on the street that show people how fast they are going. There are some installed on Newcastle.
- 4. On Newcastle and Darcy, they have stop signs. Since Darsey dead ends into the railroad easement, I don't see how they got a stop sign with the limited traffic down Darsey. Holly and Newcastle is another example of stop signs that do not meet the TXdot standard, yet there is a stop sign at that intersection as well.

The last thing I would like you to consider is that if you look at the stats that were in the old report, do we really have a problem or is it just a perception?

Thank you for your time and consideration.

Bill Wong

Tracy Dutton

From:

Richard E Franke

Sent:

Thursday, March 19, 2015 11:37 AM

To:

Tracy Dutton

Subject:

Elm Street Traffic Control

Ms. Dutton:

Please forward to elected officials, City Manager, Director of Public Works, Chief Anderson, Chief Holloway and the gentlemen who made the presentation for the petitioners:

1. General: The serious speed and traffic control issues on Elm St. exist in other parts of Bellaire and need to be addressed throughout the City where necessary. Hence, it is recommended that City Council consider the Elm Street issues as a test case for developing policy, procedure and the fiscal 2015-16 budget. Elm Street is the test case.

One point is that teenagers are not necessarily the predominant source of speed violations. It has been this taxpayers observations over the years that most speeders are adults of all ages, including many Bellaire residents.

- 2. The objective of speed control with asphalt or temporary humps to protect pedestrians and children must be weighed against the impairment of safety by deterring police and fire crews from timely response to 911 calls. It is recommended that speed control measures be implemented in a series of trial runs to determine if speed humps are necessary.
- 3. All measures implemented should be a City expense and provision for possible future speed control projects should be included in the 2015-16 budget. The requirement for petitioners to pay for speed humps or other measures should be eliminated from City ordinances and policy.
- 4. The electronic speed control signs on Newcastle between Bellaire Blvd. and Beechnut effectively control traffic speed. Motorists typically adjust speed as warranted by registered speed on the signs. Chief Holloway has advised that the police are able to monitor traffic speed through such signs. An enhancement to that technology may be required.

Such signage along Buffalo Speedway in West University is very effective. However, the main reason it is effective is the constant presence of West University Police patrolling the area with radar.

- 5. A few temporary speed humps may be implemented to control speed between long stretches between the electronic signs but that presents an issue of setting speed limits. Of course, it would be preferable to enforce the speed limit with police radar and traffic patrols. If Police staff are not available and test run of electronic signs is not effective, asphalt speed humps will be required.
- 6. One area an asphalt or temporary hump should be considered immediately is the exit from the Loop 610 access road to the area of concern.
- 7. This is a challenging and expensive issue but must be addressed with city wide public safety in mind in developing a resolution.
- 8. The issue of four way stops should be further investigated. Under Texas Law, stop signs cannot be used for speed control. However, I was told by State officials several years ago that stop signs are necessary when traffic patterns and pedestrian traffic warrant a need for signs to require drivers to stop, look and listen for public safety.
- 9. The City of West University has four way stops throughout the City on normal residential streets. How did they justify such four way stops?
- 10. A study is needed to identify other streets in need of speed control measures.
- 11. A final point, the Elm Street traffic study was ill timed and too short. Such studies should be conducted in periods of normal traffic volume (i.e., when school is insession and most businesses open) and of adequate length to make objective evalutions. I would think that would be at least 3-4 weeks.

Respectively submitted, Richard E. Franke 11:35 AM, March 19, 2015

1104 Howard LN, Bellaire, TX 77401.

Mayor and Council

7008 S. Rice Avenue Bellaire, TX 77401

SCHEDULED ACTION ITEM (ID # 1521)



Meeting: 03/23/15 07:00 PM Department: Development Services Category: Specific Use Permit Department Head: John McDonald

DOC ID: 1521

Item Title:

Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, granting Specific Use Permit S-83 to Newcastle Bissonnet, LLC, to allow for the inclusion of a hospital, acute and/or chronic care facility (i.e., pedatric urgent care clinic) within the three-story medical office building to be located at 4440 Bissonnet Street, Bellaire, Harris County, Texas, in the Corridor Mixed-Use District. {Requirement of Chapter 24, Planning and Zoning, Article V, Zoning Regulations, Division 2, Zoning District Regulations, Section 24-536 B. (2) b) 2), Corridor Mixed-Use District}

Background/Summary:

On Monday, March 9, City Council held a public hearing on a request from Newcastle Bissonnet, LLC, for a specific use permit to operate a pediatric urgent care clinic on the first floor of the three-story medical office building to be constructed at 4440 Bissonnet Street.

During the public hearing, two residents provided public comment during. No additional comments have been received to date.

In response to a question about aesthetics for the garage, the applicant has submitted an updated elevation showing the rear (north side) of the garage which now includes trellises and vines as an approach to soften the look that will eventually face a new residential development.

While the Planning and Zoning Commission included in their recommendation a condition for a stop sign for the exit from the property onto Newcastle, Public Works will monitor the intersection once development is complete and propose additional signage or controls if warranted.

Recommendation:

The Director of Development Services supports the Planning and Zoning Commission's recommendation of issuance of the specific use permit to Newcastle Bissonnet, LLC, with the proposed conditions:

- 1. The facility may only operate within the following hours:
 - a. Monday through Saturday from 7:00 a.m. until 9:00 pm.; and
 - b. Sunday from 12:00 p.m. until 6:00 p.m.;
- 2. The installation of a stop sign at the exit located on Newcastle Street; and
- 3. The installation of a "no left turn" sign at the exit onto Howard Lane.

ATTACHMENTS:

- SUP S-83 Pediatric Urgent Care Center, 4440 Bissonnet 2015 (PDF)
- 4440 Bissonnet Elevation, Garage North (PDF)
- SUP Application for Hospital Use 4440 Bissonnet Newcastle Bissonnet LLC (PDF)

Updated: 3/19/2015 10:24 AM by John McDonald



ORDINANCE NO. 15-_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, GRANTING SPECIFIC USE PERMIT S-83 TO NEWCASTLE BISSONNET, LLC, TO OPERATE A PEDIATRIC URGENT CARE CENTER ON A TRACT OF LAND COMMONLY KNOWN AS 4440 BISSONNET STREET, BELLAIRE, TEXAS 77401, IN THE CORRIDOR MIXED-USE ZONING DISTRICT.

WHEREAS, in accordance with Chapter 24, Planning and Zoning, Article VI, Amendatory Procedure, Section 24-607, Call of Public Hearings, of the Code of Ordinances of the City of Bellaire, Texas, and upon receipt of a report and recommendation from the Planning and Zoning Commission, the City Manager scheduled a public hearing to be held before the City Council on Monday, March 9, 2015, at 6:00 p.m. in the Council Chamber, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas, on an application and request for a specific use permit submitted by Newcastle Bissonnet, LLC, to operate a pediatric urgent care center on a tract of land commonly known as 4440 Bissonnet Street, Bellaire, Texas 77401, in the Corridor Mixed-Use Zoning District; and

WHEREAS, notice of said public hearing having been duly given and published as required by law, said public hearing was held on the 9th day of March, 2015, at 6:00 p.m. in the Council Chamber, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas. All persons desiring to be heard were heard on or in connection with the application and request for a specific use permit as herein described; and

WHEREAS, the report and recommendation from the Planning and Zoning Commission of the City of Bellaire, Texas ("Commission"), prepared in the form of a memorandum by Chair Winfred Frazier dated May 14, 2014, and attached hereto and marked as Exhibit "A," indicated that the Commission voted 6-0 to recommend approval of a specific use permit for Newcastle Bissonnet, LLC, for the operation of a pediatric urgent care center, with specific conditions attached; and

WHEREAS, the City Council duly received the report and recommendation of the Commission and was fully informed as to the facts and circumstances of the application, as submitted; **NOW, THEREFORE,**

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

- THAT the recitals contained herein are found to be true and correct.
- 2. THAT Specific Use Permit S-83 is hereby granted to Newcastle Bissonnet, LLC, to operate a pediatric urgent care center on a tract of land owned by Newcastle Bissonnet, LLC, and more commonly known as 4440 Bissonnet Street, Bellaire, Texas 77401, in the Corridor Mixed-Use Zoning District, subject to the following conditions:
 - That the facility may only operate within the following hours:
 - Monday through Saturday from 7:00 a.m. until9:00 pm.; and
 - Sunday from 12:00 p.m. until 6:00 p.m.;
 - That a stop sign shall be installed and maintained at the exit located on Newcastle Street; and
 - That a "no left turn" sign shall be installed and maintained at the exit onto Howard Lane.
- **3. THAT** the permit as granted herein shall be subject to any restrictions and limitations as are from time to time imposed by the City Council of the City of Bellaire, Texas.

PASSED and **APPROVED** this 23rd day of March, 2015.

(SEAL)

ATTEST:

SIGNED:

Tracy L. Dutton, TRMC City Clerk

Dr. Philip L. Nauert Mayor

Ord. No. 15-__

Page 2 of 3

APPROVED AS TO FORM:

Alan P. Petrov City Attorney

Ord. No. 15-___





OF BELL

EXHIBIT A TO ORDINANCE NO. 15-0___ (ATTACHED)





CITY OF BELLAIRE

Planning and Zoning Commission

January 14, 2015

To:

Mayor and City Council

From:

Winfred Frazier, Chairman, Planning & Zoning Commission

CC:

John McDonald, Director of Community Development

Subject:

Report and Recommendation on an application for a Specific Use Permit at 4440

Bissonnet Street.

On Tuesday, December 9, 2014, the Planning & Zoning Commission held a public hearing for the purpose of reviewing an application on a request for a Specific Use Permit to include a hospital, acute, and/or chronic care facility within the three story medical office building, to be located at 4440 Bissonnet.

Any and all persons desiring to be heard in connection with the Specific Use Permit application were invited to speak before the Commission. Public comments during the hearing included two (2) residents who spoke against the application, as well as one (1) written comment, which was also against. The concerns included:

- -Negative impact on the surrounding residential neighborhood
- -Residents were not properly noticed about the public hearing
- -Increased traffic in the area/circulation
- -Noise caused by emergency vehicles/equipment
- -Incomplete application

RECOMMENDATION

At their subsequent meeting held on January 13, 2015, and after due consideration and discussion, the Commission found that the application was consistent with the criteria and standards set forth in Section 24-615 of the City of Bellaire Code of Ordinances, and voted (6-0) to recommend approval of the Specific Use Permit at 4440 Bissonnet Street, with the following conditions:

- -the facility may only operate Monday-Saturday from 7:00 a.m. until 9:00 p.m., and Sunday from 12:00 p.m. until 6:00 p.m. *
- -a stop sign be installed at the exit located on Newcastle Street
- -a "no left turn" sign be installed at the exit on Howard Lane

VOTE OF THE COMMISSION

Members Present and voting FOR this recommendation to City Council:

-Christopher Butler, Winfred Frazier, Lynne Skinner, Marc Steinberg, Dirk Stiggins, Bill

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Members present and voting AGAINST this recommendation to City Council:

-None

Members Absent:

- Paul Simmons

*This memo was amended on March 19, 2015.

Him Flagin

G.3.a.a

G.3.a.b

HEITKAMP SWIFT

BELLAIRE MOB

North Elevation

E3

ISSUE FOR:





CITY CODE AMENDMENT TO CHAPTER 24

(SUP FOR NEWCASTLE BISSONNET, LLC)

WRITTEN COMMENTS

Comments were received on behalf of the Bellaire City Council by the City Clerk's Office. Comments were received beginning March 9, 2015, after 7:00 p.m. until noon on March 23, 2015

Tracy Dutton

From:

Richard E Franke

Sent:

Thursday, March 19, 2015 11:37 AM

To:

Tracy Dutton

Subject:

Elm Street Traffic Control

Ms. Dutton:

Please forward to elected officials, City Manager, Director of Public Works, Chief Anderson, Chief Holloway and the gentlemen who made the presentation for the petitioners:

1. General: The serious speed and traffic control issues on Elm St. exist in other parts of Bellaire and need to be addressed throughout the City where necessary. Hence, it is recommended that City Council consider the Elm Street issues as a test case for developing policy, procedure and the fiscal 2015-16 budget. Elm Street is the test case.

One point is that teenagers are not necessarily the predominant source of speed violations. It has been this taxpayers observations over the years that most speeders are adults of all ages, including many Bellaire residents.

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Respectively submitted,

Richard E. Franke 1104 Howard LN, Bellaire, TX 77401.

11:35 AM, March 19, 2015

Mayor and Council 7008 S. Rice Avenue

Bellaire, TX 77401

SCHEDULED ACTION ITEM (ID # 1520)



Meeting: 03/23/15 07:00 PM
Department: Development Services
Category: Code Amendment
Department Head: John McDonald
DOC ID: 1520

Item Title:

Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas ("City Council"), amending Chapter 24, Planning and Zoning, Article IV, Amendatory Procedures, Section 24-610, Publication, Subsections A and B, of the Code of Ordinances of the City of Bellaire, Texas, for the purpose of approving a recommendation from the Planning and Zoning Commission of the City of Bellaire, Texas ("Planning and Zoning Commission") to increase the area for mailed notification of public hearings before the Planning and Zoning Commission and City Council from the current two hundred (200) feet to five hundred (500) feet.

Background/Summary:

On Monday, March 9, City Council held a public hearing on a proposed amendment to the Code of Ordinances, Chapter 24, Planning and Zoning. This amendment to Sec.24-610, Publication, would increase the notification area for all zoning related public hearings before the Planning and Zoning Commission and the City Council from 200 feet of the property upon which the change is requested to 500 feet. The ordinance under consideration includes the recommended amendments to Sec. 24-610.

Three residents provided public comment during the public hearing to include two members of the Planning and Zoning Commission. One letter was read in to the record. No additional comments have been received.

While neither Development Services nor the City Clerk currently have the ability to produce the maps and graphics submitted with the Commission's recommendation and currently identify all notification addresses manually, we have begun looking at alternative methods by using an outside source for this service for the near future.

Recommendation:

The Director of Development Services supports the recommendation of the Planning and Zoning Commission for the approval of this ordinance.

ATTACHMENTS:

• Code Amendment-Chapter 24-Section 24-610, Publication (PDF)

Updated: 3/19/2015 9:19 AM by John McDonald



ORDINANCE NO. 15-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF BELLAIRE, TEXAS ("CITY CODE"), CHAPTER 24, PLANNING AND ZONING, ARTICLE VI, AMENDATORY PROCEDURE, BY REPEALING AND REPLACING SECTION 24-610, PUBLICATION, TO INCREASE THE RATIO FOR PUBLIC HEARINGS BEFORE NOTIFICATION PLANNING AND ZONING COMMISSION AND THE CITY COUNCIL FROM 200 FEET TO 500 FEET.

WHEREAS, the City Council of the City of Bellaire, Texas ("City Council"), after duly giving notice as required by law, held a public hearing on the 9th day of March, 2015, at 6:00 p.m. in the Council Chamber, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas 77401, for the purpose of hearing any and all persons desiring to be heard on or in connection with any matter or question involving the repeal and replacement of Section 24-610, Publication, of Chapter 24, Planning and Zoning, of the City Code;

WHEREAS, the Planning and Zoning Commission of the City of Bellaire, Texas ("Planning and Zoning Commission"), did, by memorandum dated January 14, 2015, from Winfred C. Frazier, Chair of the Planning and Zoning Commission, recommend the repeal and replacement of Section 24-610, Publication, within Chapter 24, Planning and Zoning, of the City Code, a copy of which is attached hereto and marked Appendix "B"; and

WHEREAS, the City Council has duly received the memorandum of recommendation of the Planning and Zoning Commission and hereby accepts such recommendation; NOW, THEREFORE,

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

THAT Chapter 24, Planning and Zoning, of the Code of Section 1. Ordinances of the City of Bellaire, Texas ("City Code") is hereby amended as follows: Section 24-610, Publications, is repealed and replaced in its entirety; said revised City Code shall read as set out in Appendix "A" attached hereto. All other portions of Chapter 24,

Planning and Zoning, of the City Code not specifically amended, deleted, added and/or revised hereby shall remain in full force and effect.

Section 2. THAT all ordinances and parts of ordinances in conflict with this

Section 2. THAT all ordinances and parts of ordinances in conflict with this Ordinance are repealed to the extent of conflict only.

Section 3. THAT if any word, phrase, clause, sentence, paragraph, section or other part of this Ordinance or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, neither the remainder of this Ordinance, nor the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Ordinance to any other persons or circumstances, shall be affected thereby.

Section 4. THAT the City Council officially finds, determines, and declares that a sufficient written notice of the date, hour, place, and subject of each meeting at which this Ordinance was discussed, considered, or acted upon was given in the manner required by the *Texas Open Meetings Act*, as amended, and that each such meeting has been open to the public as required by law at all times during such discussion, consideration, and action. The City Council ratifies, approves, and confirms such notices and the contents and posting thereof.

Section 5. THAT this Ordinance shall be effective immediately upon its adoption by the City Council.

PASSED, APPROVED, and ADOPTED this 23rd day of March, 2015.

ATTEST:	SIGNED:
Tracy L. Dutton, TRMC City Clerk	Dr. Philip L. Nauert Mayor

APPROVED AS TO FORM:

(SEAL)

Alan P. Petrov City Attorney

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J.J.D.a



APPENDIX A
TO
ORDINANCE NO. 15-____

(ATTACHED)

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J.J.D.

Appendix A

Sec. 24-610. - Publication.

- A. For public hearings before the Commission, notice of such public hearings shall be given by publication in the official newspaper of the City of Bellaire, and such hearings shall not occur earlier than ten (10) days from the date of the publication. When the matter under consideration by the Commission involves an amendment or change in the classification or boundary of a zoning district, written notice of public hearing before the Commission on the proposed amendment or change shall be sent to all owners of real property lying within five hundred (500) feet of the property upon which the change is requested, including streets and alleys, and the owners of such additional property as may be designated by the commission. Such notice shall be given not less than ten (10) days before the date set for the hearing by depositing such notice in the mail, properly addressed and postage prepaid, to each taxpayer as the ownership appears on the last approved tax roll.
- B. For public hearings before the City Council, notice of such public hearings shall be given by publication in the official newspaper of the City of Bellaire, and such hearings shall not occur earlier than fifteen (15) days from the date of the publication. When the matter under consideration by the City Council involves an amendment or change in the classification or boundary of a zoning district, written notice of public hearing before the City Council on the proposed amendment or change shall be sent to all owners of real property lying within five hundred (500) feet of the property upon which the change is requested, including streets and alleys, and the owners of such additional property as may be designated by the City Council. Such notice shall be given not less than fifteen (15) days before the date set for the hearing by depositing such notice in the mail, properly addressed and postage prepaid, to each taxpayer as the ownership appears on the last approved tax roll.





APPENDIX B TO ORDINANCE NO. 15-___ (ATTACHED)



CITY OF BELLAIRE

Planning and Zoning Commission

Mayor and City Council

From:

Winfred Frazier, Chairman, Planning & Zoning Commission

CC:

John McDonald, Director of Community Development

Subject:

Report and Recommendation on a proposed amendment to Chapter 24, Planning and

Zoning, Section 24-610, Publication, A. and B. of the City of Bellaire Code of Ordinances.

On December 9, 2014, the Planning & Zoning Commission held a public hearing on a request by the Commission to amend Chapter 24, Planning and Zoning, Section 24-610, Publication, A. and B. of the City of Bellaire Code of Ordinances, to increase the area for mailed notification from the current requirement of two hundred (200) feet to five hundred (500) feet.

Any and all persons desiring to be heard in connection with the proposed code amendment were invited to speak before the Commission. Public comments during the hearing included one (1) resident who spoke in favor of the amendment.

RECOMMENDATION

At their subsequent meeting held on January 13, 2015, and after due consideration and discussion, the Commission felt that this increased notification area was needed, and voted (6-0) to recommend approval of the code amendment to City Council. Diagrams prepared by Commissioner Christopher Butler are included as part of the recommendation.

VOTE OF THE COMMISSION

Members Present and voting FOR this recommendation to City Council:

-Christopher Butler, Winfred Frazier, Lynne Skinner, Marc Steinberg, Dirk Stiggins, Bill Thorogood

Members present and voting AGAINST this recommendation to City Council:

-None

Members Absent:

- Paul Simmons

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