

CITY OF BELLAIRE TEXAS

MAYOR AND COUNCIL

JUNE 1, 2015

Council Chamber

Public Hearing and Regular Session

6:00 PM

7008 S. RICE AVENUE
BELLAIRE, TX 77401



Mayor

Dr. Philip L. Nauert

Mayor Pro Tem

Amanda B. Nathan

Councilman

James P. Avioli Sr.

Councilman

Pat B. McLaughlan

Councilman

Roman F. Reed

Councilman

Gus E. Pappas

Councilman

Andrew S. Friedberg

Mission Statement:

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

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

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

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

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

D. Presentation - HEB Grocery Store Planned Development:

Presentation of an application and request submitted by Brown & Gay Engineers, Inc., on behalf of Applicant HEB Grocery Company, LP, in accordance with Chapter 24, Planning and Zoning, Article VI, Amendatory Procedures, Section 24-604, Application for a Planned Development Amendment, of the Code of Ordinances of the City of Bellaire, Texas, for a planned development consisting of a grocery store retail area with attached parking facility to be known as "HEB Grocery Store" on a 3.055 acre site located on the northern side of the intersection between Bissonnet Street and Cedar Street in the City of Bellaire, Harris County, Texas, and currently addressed as 5106 Bissonnet Street, Bellaire, Texas, in the Urban Village-Downtown Zoning District (UV-D).

(Requested by John McDonald, Development Services)

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

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

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

Under the Rules of Procedure, 2012-2014, of the City Council of the City of Bellaire, Texas, as revised and adopted January 16, 2012, Article 9, Rules Governing Public Hearings, Section I, Written Comments, **oral comments** regarding an application and request for a planned development to be known as "HEB Grocery Store" consisting of a grocery store retail area with attached parking facility **will not be received after the close of this public hearing.** Written comments may be submitted to the City Council of the City of Bellaire, Texas ("City Council"), prior to final deliberation on the matter. It is anticipated that final deliberation will occur on Monday, June 15, 2015. Written comments should, therefore, be submitted to the City Council in care of the City Clerk by noon on Thursday, June 11, 2015, in order to be considered for the public record.

H. Adjourn.

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

A. Call to Order and Announcement of a Quorum - Dr. Philip L. Nauert, Mayor.**B. Inspirational Reading and/or Invocation - Andrew S. Friedberg, Councilman.****C. Pledges to the Flags - Andrew S. Friedberg, Councilman.****1. U.S. Pledge of Allegiance:**

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

2. Pledge to the Texas Flag:

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

D. Recognition of Proclamations:

Issuance of a proclamation by Dr. Philip L. Nauert, Mayor, proclaiming the month of June 2015 as "National Hurricane Preparedness Month" in recognition of the importance of planning and preparation by residents and public and private entities during the June 1st through November 30th hurricane season.

(Requested by Darryl Anderson, Fire Department)

E. Approval or Correction of Minutes:**Minutes dated May 18, 2015:**

Consideration of and possible action on the approval and adoption of the minutes of the Special Session (Executive Session) and Regular Session of the City Council of the City of Bellaire, Texas, held on Monday, May 18, 2015.

Mayor and Council - Special Session and Regular Session - May 18, 2015 6:00 PM

F. Personal/Audience Comments.

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

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

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

G. Reports:

1. Presentation of the City Manager's Report dated June 1, 2015, consisting of a briefing on the City of Bellaire Response to the May 25/26 Storm.

(Requested by Paul A. Hofmann, City Manager)

2. Presentation of a proposed Comprehensive Plan Update.
(Requested by John McDonald, Development Services)
3. Presentation of a proposed Parks Master Plan Update (Appendix A to the proposed Comprehensive Plan Update).
(Requested by Karl Miller, Parks, Recreation and Facilities)
4. Presentation of the Draft Five-Year Capital Improvement Plan for FY2016-FY2020.
(Requested by Diane K White, City Manager's Office)

H. New Business:

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

- a. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, amending Ordinance No. 14-058, which provided for the appointment of seven (7) members to serve in an advisory capacity on the Ad Hoc Municipal Facilities Committee (the "Committee"), set the charge of the Committee, and approved a work plan for the design of new municipal facilities, for the purpose of filling two vacancies on the Committee.
(Requested by Tracy L. Dutton, City Clerk)
- b. Consideration of and possible action on the adoption of resolution of the City Council of the City of Bellaire, Texas, concerning funding for the maintenance of Evelyn's Park pursuant to and in accordance with the Development and Operating Agreement for Evelyn's Park dated as of July 7, 2014, between the City of Bellaire, Texas, and Evelyn's Park Conservancy. Item submitted by Councilman Andrew S. Friedberg.
(Requested by Karl Miller, Parks, Recreation and Facilities)
- c. Consideration of and possible action on a recommendation from the Parks, Recreation, and Facilities Department to approve construction phase services to be provided by Linbeck Group, LLC, for Phase One of Evelyn's Park, located at 4400 Bellaire Boulevard, Bellaire, Texas 77401, in an amount not to exceed \$6,262,541, and on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, amending Exhibit 1 to Ordinance No. 14-071, AIA Document A133--2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor, by and between the City of Bellaire, Texas, as Owner, and Linbeck Group, LLC, as Construction Manager, regarding Phase One of the Evelyn's Park Project for the purpose of accepting the guaranteed maximum price for said project in the amount of six million two hundred sixty-two thousand five hundred forty-one dollars (\$6,262,541) and Contract Time for the Work.
(Requested by Michelle Jordan, Parks, Recreation and Facilities)

2. Items for Individual Consideration:

- a. Consideration of and possible action on a request from the Bellaire Police and Fire Departments for City Council approval and permission to apply for a grant from the Bellaire Police and Fire Foundation and to accept, if approved, said grant consisting of an automated, premier Emergency Medical Dispatcher (EMD) software package (ProQA) and associated training designed to help provide the very best in service and speed.

(Requested by Darryl Anderson, Fire Department)

- b. Discussion and possible action regarding the proposed Loop 610 modifications by the Texas Department of Transportation (TxDOT). Item submitted by Councilman Pat B. McLaughlan.

(Requested by Paul A. Hofmann, City Manager)

I. 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 Session 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.]

J. Adjourn.

Mayor and Council

7008 S. Rice Avenue
Bellaire, TX 77401



Meeting: 06/01/15 06:00 PM
Department: Development Services
Category: Public Hearing
Department Head: John McDonald
DOC ID: 1508

**SCHEDULED
ACTION ITEM (ID # 1508)**

Item Title:

Presentation of an application and request submitted by Brown & Gay Engineers, Inc., on behalf of Applicant HEB Grocery Company, LP, in accordance with Chapter 24, Planning and Zoning, Article VI, Amendatory Procedures, Section 24-604, Application for a Planned Development Amendment, of the Code of Ordinances of the City of Bellaire, Texas, for a planned development consisting of a grocery store retail area with attached parking facility to be known as "HEB Grocery Store" on a 3.055 acre site located on the northern side of the intersection between Bissonnet Street and Cedar Street in the City of Bellaire, Harris County, Texas, and currently addressed as 5106 Bissonnet Street, Bellaire, Texas, in the Urban Village-Downtown Zoning District (UV-D).

Background/Summary:

A public hearing is scheduled on an application for a planned development filed by Brown and Gay Engineers, Inc., on behalf of HEB Grocery Company, LP, for the construction of a commercial building at 5106 Bissonnet to serve as a grocery store. This building is designed to replace the current multi-tenant structure located there with a single-use building. This property is zoned Urban Village-Downtown (UVD) and requires a planned development based on the size and design of the building with a single-use occupancy.

On March 10, 2015, the Planning and Zoning Commission held a public hearing on this request. Three citizens spoke. At their subsequent meeting held on April 15, the Commission voted 6-0 to forward the item to City Council with a favorable recommendation. The Commission's Report and Recommendation is attached and details the results of the public hearing. Minutes from the public hearing are included as well.

The City Clerk has fulfilled the notice requirements for this public hearing and has prepared the attached affidavit certifying such.

Recommendation:

No action required. This item is tentatively scheduled for action on June 15, 2015.

ATTACHMENTS:

- HEB PD Memo (PDF)
- PH Minutes March 10, 2015 (PDF)
- Staff Report (PDF)
- Application Letter (PDF)
- 2015-02-09 Site Plan Review Application (PDF)
- Section 24-524 Summary 02 (PDF)
- Sect 01 - Vicinity (PDF)
- Sect 02 - Aerial Exist Site Location (PDF)
- Sect 03 - Official Zoning Map (PDF)

- Sect 04 - 3_055 Boundary (PDF)
- Sect 05 - 3_055 Topo (PDF)
- Sect 06 - Title (PDF)
- Sect 07 - Legal Description (PDF)
- Sect 08 - FEMA Map (PDF)
- Sect 09 - Environmental Assessment Form (PDF)
- Sect 10 - Groundfloor (PDF)
- Sect 10 - Secondfloor (PDF)
- Sect 11 - Elevation 01(PDF)
- Sect 11 - Elevation 02(PDF)
- Sect 12 - Existing Utility Layout (PDF)
- 5106 Bissonnet St TIA Memo (PDF)
- Sect 13 - Preliminary TIA (PDF)
- HEB Sign Details (PDF)
- HEB Truck Routing (PDF)
- HEB - Street Section (PDF)
- HEB - Bissonnet and Rice Section Cut (PDF)
- Letter to Citizens in re Participation in Meetings - Public Hearings - Planned Development Application - HEB Grocery Store - 2015 (DOCX)
- Notice of Public Hearing in re Planned Development - HEB Grocery Store - 2015 (DOCX)
- Property List - PD - HEB Grocery Store - 2015 (PDF)



CITY OF BELLAIRE

Planning and Zoning Commission

April 15, 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 Planned Development to re-develop the existing H-E-B grocery store site.

On Tuesday, March 10, 2015 the Planning & Zoning Commission held a public hearing for the purpose of reviewing an application submitted by Brown and Gay Engineers, on behalf of H-E-B Grocery Company, LP, on a request to re-develop the existing H-E-B grocery store site located at 5106 Bissonnet Street, within the Urban Village-Downtown (UV-D) Zoning District.

Any and all persons desiring to be heard in connection with the Planned Development Application were invited to speak before the Commission. Three (3) residents voiced their concerns at the public hearing. These concerns included:

- Delivery truck route/location of loading dock
- Location of dumpster
- Future of the current tenants within the existing H-E-B shopping center
- Lack of a finalized site plan
- Opposition to a restaurant within the store

RECOMMENDATION

At their subsequent meeting held on April 14, 2015, and after due consideration and discussion, the Commission found that the application was consistent with the criteria and standards set forth in Section 24-604 of the City of Bellaire Code of Ordinances, and voted (6-0) to recommend approval of the planned development with the following recommendations to City Council:

- That staff make all efforts to maintain a minimum 9 foot sidewalk, with the possibility of working with the applicant to increase that width where appropriate.
- That the applicant work with City Staff to re-design the intersection at Cedar Street and Bissonnet Street to better facilitate truck movement.

VOTE OF THE COMMISSION

Members Present and voting FOR this recommendation to City Council:

-Winfred Frazier, Bill Thorogood, Christopher Butler, Paul Simmons, Marc Steinberg, Dirk Stiggins

Attachment: HEB PD Memo (1508 : PH-HEB Planned Development)

Members present and voting AGAINST this recommendation to City Council:

-None

Members Absent:

- Lynne Skinner

Hinfred C. Flazier

V. PUBLIC HEARINGS

1. Public Hearing on an application filed by Brown and Gay Engineers, Inc. on behalf of HEB Grocery Company, LP, owner of the property at 5106 Bissonnet Street, for a Planned Development Amendment, as required by Chapter 24, Planning & Zoning, Article VI, "Amendatory Procedures," Section 24-604, "Application for Planned Development Amendment," to re-develop the existing H-E-B grocery store site located at 5106 Bissonnet, in the Urban Village-Downtown (UV-D) Zoning District.

Chairman Frazier introduced the public hearing item to the Commission and the public.

(Requested by John McDonald, Development Services)

A. Presentation of the Public Hearing Process

Mr. McDonald explained the public hearing procedures.

B. Presentation by the Applicant

John Rose, H-E-B-Mr. Rose thanked the Commission and Staff and stated that H-E-B has come to the realization that the facilities in Bellaire need to change, which means constructing a larger building to meet the needs of the area. He explained that they are looking at constructing a two story building, with the majority of the parking on the 1st level, and grocery retail and additional parking on the 2nd level. Mr. Rose stated that travelators and elevators will be used to transport customers to their cars, and that the shopping carts will have a magnetic brake built into the wheels so that they will lock once on the travelators. He informed the Commission that there are already several two story H-E-Bs in Mexico and one that was just opened in San Antonio. Mr. Rose stressed that H-E-B does not build prototype buildings, and that the proposal of what the building will look like will most likely change. He pointed out that the reason for this is that H-E-B believes that their product needs to change in order to meet the needs of the neighborhood that the facility is located in. Therefore, the proposal is simply a general idea of the direction that H-E-B would be going in with regards to the new building. Mr. Rose added that it would be about 3.5 times the size of the current facility, with many different selections and choices than what are currently available. He also mentioned that there will be additional height and lighting in the parking garage so that customers feel safer. Mr. Rose stated that based on the Traffic Impact Analysis that was completed, it is not believed that traffic will be adversely impacted by the new development. He added that additional detention will be installed to help improve the areas stormwater. Mr. Rose informed the Commission that they had the opportunity to meet with the neighbors and felt that the turnout and response were very favorable.

C. Staff Findings

Mr. McDonald informed the Commission that the public hearing is in regards to the construction of a new H-E-B at its current location. He added that they have applied for a planned development classification to construct a grocery store at 5106 Bissonnet. As discussed it will be a two-story building with parking at both ground level and on the 2nd floor, where the grocery retail will be located. A neighborhood shopping center currently operates on that site, which includes H-E-B and several other tenants, retail, restaurants, and office space. Mr. McDonald explained that as defined by the code, planned developments are allowed within a property zoned UV-D to enable consideration of development proposals involving uses or designs that may not strictly adhere to the standards within that section, but would meet the spirit and intent of the district. He informed the Commission that the property in question is currently surrounded by commercial, with arterial frontage. He explained that a Traffic Impact Analysis (TIA)

prepared by the applicant, including some specific recommendations, was reviewed and approved of by the City's Engineer, and those recommendations will be implemented if this planned development is approved. Mr. McDonald mentioned that the parking minimums for a 70,000 square foot building are exceeded by 22 spaces, and current utilities are already in place to handle the load from the building. He added that because the site is approximately 100% covered already, based on current regulations, there would be no mitigation necessarily required, though the applicant has stated that they will include detention on the property. Mr. McDonald informed the Commission that the only comment from the police department was to support the company's previous statements with regards to having onsite security available, and the fire marshal has no current comments based on the proposed plans and will review again at the building plan state. He stated that also included within the application is a sign plan to show how it would work with the proposed building. Mr. McDonald reminded the public and the Commission that before them tonight is only the public hearing, and that consideration of the item is tentatively scheduled for the April 14, 2015 meeting of the Commission.

D. Public Comments

a. Persons at the meeting who have indicated their desire to address the Commission by submitting the form provided shall have three (3) minutes each to present comments concerning the Application. This time limit may be extended to five (5) minutes at the discretion of the Chair with the consent of the Commission.

Craig Mueller, 5118 Spruce-Mr. Mueller informed the Commission that he lives right behind the current HEB. He mentioned that he did not see any information regarding the loading dock within the application, and asked that the Commission take into account how/when the trucks are going to have access to the dock. Mr. Mueller pointed out that the residents were originally told by H-E-B that there would be one truck at a time, and that they would enter from Fifth Street and exit from Rice, however, he sees up to 14 trucks at one time and they frequently u-turn on Spruce Street. He also mentioned that he didn't see a dumpster on the drawings, and stated that his current view from his residence is the loading dock and the dumpster, which tends to become a little ripe in the hot summer months. Mr. Mueller stated that he likes what he sees, but would like to ensure that the streets are not damaged by all of the 18-wheeler traffic.

Carol Winograd-Ms. Winograd asked how this facility would compare in size to the H-E-B located on Buffalo Speedway, and what else would be located on the first floor other than parking. She also stated that she was wondering about the relocation of the other tenants currently located on the property, and explained that although she is hugely in favor of an expansion of H-E-B, she is also curious to know if the City is helping those tenants relocate. Ms. Winograd mentioned that those business seem to be successful and she would like to see them continue within Bellaire. She was also curious about the meeting that H-E-B had with the community and asked if there would be additional community meetings in the future.

Lynn McBee, 5314 Evergreen-Ms. McBee welcomed H-E-B and stated that she is delighted to have them here and is looking forward to their opening. She mentioned that she makes a point to visit the new H-E-Bs in the area, and her biggest concern is that she doesn't feel that Bellaire needs a full-sized restaurant like the facility on San Felipe. Instead she would like for them to consider adding a community meeting room, and possibly offering a cooking class. Ms. McBee mentioned that a small cafe and coffee shop that serves sandwiches and the like would be more appropriate for the Bellaire shopper. She also suggested that additional landscaping be added to the parking lot. Ms. McBee had concerns with the changes that Mr. Rose mentioned

regarding the building, and stated that she is not comfortable with the city approving a site plan that is not final. She stated that on the whole, she totally supports the proposal.

E. Response of the Applicant

John Rose-Mr. Rose thanked the residents for all of their comments, and explained that truck routes and dumpsters are also a concern of the company. He assured the citizens that H-E-B will definitely be looking into how to get the trucks in and out in the most efficient way, and with as little effort as possible. He pointed out that unfortunately the company cannot control the vendors' schedules, and therefore there are circumstances when they may all show up at the same time. Mr. Rose mentioned that they will also be looking into trash location. He added that the size of the proposed facility is comparable to the store on Buffalo Speedway, and that parking and a lobby area are the only things that will be located on the first floor of the building. Mr. Rose informed the residents and Commission that there is a lot of work being done by the landlord with regards to the current tenants, but stated that he can't report on the specifics of that subject due to the fact that it is being taken care of by a different party. He stated that H-E-B had not anticipated holding additional community meetings after all of the positive feedback from the first meeting. Mr. Rose mentioned that it is a little too early in the process to be able to tell the residents what will go into the building with regards to restaurants, cooking classes, etc, but sufficed it to say that H-E-B wants to meet the needs of their customers and will first get an idea of what the community is looking for prior to making that decision. Mr. Rose explained that the site plan is final because it is what will work within the city regulations, it is simply the facade of the building that may change, with staff's concurrence.

F. Questions from the Commission

Commissioner Simmons asked Mr. Rose who prepared the TIA.

Mr. Rose stated that a traffic engineer from Brown and Gay completed the TIA. He explained that the individual has a PhD in traffic engineering.

Commissioner Simmons asked if this individual could be present at the next meeting.

Mr. Rose said that he would make that happen.

Commissioner Simmons asked if during the Community meeting the residents voiced any concerns or issues with the proposal, and if so, what were the most important.

Mr. Rose mentioned that his take away was that the biggest concern was with the current tenants and their disposition. He agreed that it is one of the items that are left undetermined at this point.

Lisa Helfman, Director of Real Estate for H-E-B-Ms. Helfman felt that the meeting was very positive and agreed with Mr. Rose that the only concern was the current tenants and where/if they would be able to relocate within the City.

Commissioner Butler mentioned that there was not a lot of detail included in the street level windows and asked if there had been any thought of using that space for retail display.

Mr. Rose explained that there is no glass located there, it is simply open air, and that the preference of H-E-B is to leave it open to alleviate safety concerns.

Commissioner Butler asked if the width of the sidewalks had been determined.

Mr. McDonald stated that they would be built to the City's specifications, at a minimum. He added that the requirement for commercial areas is 4 feet.

Commissioner Butler asked if there would be any consideration of increasing the width.

Mr. Rose explained that they would rather not take area away from the parking in order to install wider sidewalks, but he also mentioned that he believed the sidewalks would be a little wider than 4 feet.

Commissioner Butler asked if for the next meeting H-E-B could provide a diagram showing the street width, sidewalk width, and the height of the building. He also suggested that they have information on how tall the current lighting structures within the parking lot are in comparison with what they will be.

Commissioner Butler asked staff if any residents on Locust Street were notified of the public hearing.

Staff stated that there were only a few residential properties that fell within the 200 foot notification zone.

Commissioner Butler asked what had come of the agenda item that would allow the Commission to increase the notification zone for projects that they felt would impact more of the community.

Mr. McDonald explained that H-E-B's application was received on the same day as last month's meeting, which would mean that in doing that staff would have to push the public hearing back a month.

Commissioner Steinberg asked staff who the actual applicant was.

Mr. McDonald explained that the applicant is Brown and Gay Engineers, on behalf of H-E-B, which has the permission of the landlord/owner to seek the planned development. He added that the city has all of the documentation to support that.

Commissioner Steinberg asked if approval of the planned development would be specific to this H-E-B in this position.

Mr. McDonald and Attorney Petrov explained that approval includes the site plan and building use, but is not necessarily specific to the owner.

Commissioner Steinberg asked if a box store would be allowed to come in if the H-E-B project fell through.

Mr. McDonald stated that approval of the planned development is specific to this project, so it would have to go back before the Commission in that instance.

Commissioner Steinberg asked if the Commission is premature in looking at this project until the tenants decide if they are willing to move.

Ms. Helfman didn't feel that it was premature, but did agree that there are several issues that H-E-B is trying to get in line in order to make it happen. She believed that it all needs to work together and begin moving forward.

Commissioner Stiggins mentioned that on the ground level drawing there is a little black line on the outgoing lane at each of the outlets from the parking lot, with the exception of the Bissonnet one. He asked what the significance of the line is.

Mr. Rose explained that they are stop bars.

Commissioner Stiggins asked Mr. McDonald how the City decides to install a hard barrier in the middle of a busy street. He wondered if there had been any thought in making a protected left turn from Bissonnet into the parking lot.

Mr. McDonald stated that it was not a recommendation after review of the TIA, and based on that, is not anticipated to be a problem.

Commissioner Stiggins asked if another study would be done if the City received complaints after development of the property.

Mr. McDonald explained that part of the plan calls for the re-simulation of not only the intersection of Rice and Bissonnet, but also one block around the property. He added that the totality of the traffic plan will work together to prevent any issues.

Chairman Frazier asked at what point a traffic issue is revisited.

Mr. McDonald explained that there is a team that is constantly looking at traffic and parking issues within the City.

Mr. Rose stressed that H-E-B is just as concerned, if not more so, with making sure that their customers can easily get in and out of the parking lot.

Commissioner Skinner mentioned that she is very concerned with the truck delivery and trash location, and asked that those things be looked at in great detail so that the impact on the surrounding residents is as small as possible.

Commissioner Skinner asked what the hours of operation would be.

Mr. Rose stated that he is not sure of the exact hours, but assured the Commission that it will not be open 24-hours.

Commissioner Skinner asked if they anticipated any problems for customers with disabilities with regard to the travelators that H-E-B is providing to get them to and from their vehicles.

Mr. Rose didn't feel that this would present any issues. He stated that it would be based upon the customer's mobility and that the elevators will also be available if the travelator is not an option for them.

Commissioner Skinner asked if the surrounding neighbors would be affected by overflow lighting.

Mr. Rose explained that H-E-B uses a LED fixture throughout their stores, as well as a cut-off fixture that will cut off to zero lumens at the property line. This is to ensure that the lighting does not spill into the neighbors' houses.

Vice Chairman Thorogood asked that Mr. Rose and his team really take a look at the access onto Bissonnet, in and out. He suggested a right-turn only when exiting onto Bissonnet.

Vice Chairman Thorogood asked if a planned development becomes its own zoning district or if it is just a set of rules within the zoning district that it is already located within.

Mr. McDonald stated that it becomes its own zoning district.

Vice Chairman Thorogood pointed out that within the code there is a percentage of the zoning district that is allowable for multi-family development. He asked for clarification that as this property is carved out of the zoning district then there would be much less opportunity for multi-family in the zoning district.

Mr. McDonald confirmed this.

Vice Chairman Thorogood mentioned that there are some right-of-ways within the property, and asked if those would be abandoned by the City and purchased by the property owner.

Mr. McDonald explained that H-E-B has been notified of this process and that the necessary steps will be taken.

Vice Chairman Thorogood asked the applicant to take a greater look into truck access and the impact that it will have on the neighboring residents.

Mr. Rose informed Vice Chairman Thorogood that he would have more information for him in April.

Vice Chairman Thorogood asked if the employee parking would be onsite and if he had a rough estimate of the number of employees that would be present at any given time.

Mr. Rose confirmed that the parking would be onsite and stated that there would most likely be around 60-70 people per shift.

Vice Chairman Thorogood asked what level of changes could be made to the structure itself or the layout of the site, after approval from the Commission.

Attorney Petrov explained that they must substantially conform to the application as approved. Any major modifications, such as re-routing, must come back before the Commission.

Mr. Rose assured the Commission that they would bring any major changes back to them, and are not in the business of sneaking around.

Vice Chairman Thorogood asked Mr. Rose if he had a timeline for the project.

Mr. Rose stated that there are too many moving parts at this point to be able to provide the Commission with a timeline.

Chairman Frazier asked if there would be any changes to the number of parking spaces that are provided.

Mr. Rose explained that he does not foresee any significant changes to the parking. Although, if for some reason there are then they will do everything they can to work with the City, even to the point of coming to get a variance for other code issues in order to keep the parking.

Chairman Frazier mentioned that the water tap for this project will go to the existing 12 inch water main and asked what was normal for a development of this size.

Mr. McDonald stated that Public Works feels that the 12 inch water main located right behind the property is enough and that they don't need to up-size based on the load. He added that there will most likely be a reduction in the load because of the fact that there will no longer be restaurants adding to it.

Chairman Frazier pointed out that the City of Bellaire uses requirements from the City of Houston's design manual. He asked if that was standard or if Bellaire ever alters those requirements.

Mr. McDonald explained that it is standard for commercial buildings, however, Bellaire has their own for residential. He added that occasionally there are issues specific to Bellaire that may need to be addressed.

Chairman Frazier asked Mr. Rose about buffering and screening.

Mr. Rose stated that it is a little early on to be able to give detailed information regarding screening, but did say that they will be providing a buffer for car headlights. He also mentioned that they generally use a trash compactor and baler that will be within a screened enclosure.

Chairman Frazier asked Mr. McDonald about the re-timing of the signals at South Rice and Bissonnet within the peak morning and evening hours.

Mr. McDonald explained that the timing of the lights will be altered slightly to allow traffic to move at a greater flow and reduce idling.

Vice Chairman Thorogood mentioned that on the site plan it shows an island on the west side of Fifth Street. He asked if that is something that will be added for the H-E-B.

Mr. McDonald stated there are no plans to add an island, but that the street is wider and could be re-stripped to create two lanes in each direction, if necessary.

Vice Chairman Thorogood mentioned the recommendations that the City's Traffic Engineer made with regard to the TIA, and asked if those changes could be seen on the drawings provided.

Mr. McDonald explained that the applicant has responded to the recommendations and will make changes to address the issues, as necessary. He added that any significant changes made will be sent back to the City's engineer for approval.

Chairman Frazier asked for clarification that H-E-B will be providing on-site security at all times.

Mr. Rose explained that there will be security provided during peak hours, but most likely not at all times of operation.

Commissioner Butler suggested adding the elevated light standards to the elevation drawing for the next meeting. He also felt that any written comments regarding this project should be read into the record during the consideration of this item.

G. Invitation for Written Comments, if applicable

Mr. McDonald explained that written comments on this application will be accepted by the City until April 8th, at 5:00 PM.

H. Closure of the Public Hearing

Motion: a motion was made by Commissioner Steinberg and seconded by Vice Chairman Thorogood to close the public hearing.

Vote: the motion passed with a unanimous vote of 7-0.

The public hearing was closed at 7:16 P.M.

VI. CURRENT BUSINESS (ITEMS FOR DISCUSSION, CONSIDERATION, AND/OR POSSIBLE ACTION)

1. Presentation and discussion on the five-year update to the 2009 Comprehensive Plan with Gary Mitchell of Kendig Keast Collaborative .

Mr. McDonald explained that the Commission has been working on the five year update to the Comprehensive Plan for the last few months. He stated that Mr. Mitchell still has a few more questions of the Commission before he can finalize a draft.

Gary Mitchell, of Kendig Keast Collaborative-Mr. Mitchell stated that there is a short list of items that he would like for the Commission to take a look at to ensure that they are comfortable with the wording that will be put in the draft. He explained that he changed the wording in Chapter 2 from "Land Use Stability" to "Land Use Outlook" and included some additional language to reflect the zoning changes that have been adopted.

Commissioner Stiggins asked if the Commission is trying to present any recommendations within this document or if that would be part of the transmittal letter that would come from the Commission.

Mr. Mitchell explained that there is some language towards the end of the document that is definitely meant for the Commission to make recommendations to Council.

Commissioner Stiggins mentioned that he didn't feel as though the language portrayed Bellaire as a "City of Homes."

Mr. Mitchell stated that the phrase "City of Homes" is not within the paragraph regarding "Land Use Outlook," but does show up many times within the entire document.

Commissioner Butler mentioned that he felt there is a conflict between the text regarding Corridor Mixed-Use within the Comprehensive Plan and the Corridor Mixed-Use Zoning District within the Code, specifically relating to stand-alone housing, and suggested getting that language in conformance to avoid confusion in the future.

Planning and Zoning Commission

City Council Chambers, First Floor of
City Hall
Bellaire, TX 77401



Meeting: 03/10/15 06:00 PM
Department: Development Services
Category: Public Hearing
Department Head: John McDonald
DOC ID: 1513

SCHEDULED ACTION ITEM (ID # 1513)

Item Title:

Public Hearing on an application filed by Brown and Gay Engineers, Inc. on behalf of HEB Grocery Company, LP, owner of the property at 5106 Bissonnet Street, for a Planned Development Amendment, as required by Chapter 24, Planning & Zoning, Article VI, "Amendatory Procedures," Section 24-604, "Application for Planned Development Amendment," to re-develop the existing H-E-B grocery store site located at 5106 Bissonnet, in the Urban Village-Downtown (UV-D) Zoning District.

Background/Summary:

HEB has applied for a planned development classification to construct a grocery store at 5106 Bissonnet. The store is to be two-story with parking at ground level and the grocery store and additional parking on the second level. A neighborhood shopping center currently operates on the site which includes a HEB and several other tenants (retail, restaurants, and office space).

Planned Developments are included as an allowance within a property zoned CMU to "enable consideration of development proposals involving uses or designs that might not strictly adhere to the standards within this Section but would meet the spirit and intent of the district."

Site Details

Property Owner: Centro NP Holdings 12 SPE, LLC

Applicant: Brown & Gay Engineers on behalf of HEB Grocery Company

Location: 5106 Bissonnet Street

Legal Description: A 3.055 acre tract of land situated in the William J. Brown Survey, Abstract No. 132 and the James Blessing Survey, Abstract No. 162, City of Bellaire, Harris County, Texas

Current Zoning: UVD - Urban Village-Downtown

Requested Zoning: Planned Development

Notice Information

Owners of property within 200 feet: 38 (an additional 22 letters were mailed to tenants)

Notification letters mailed: February 26, 2015

Legal Notice published: February 24, 2015

Notification Signs Posted: February 24, 2015

Adjacent Base Zoning and Land Uses

Direction: North

Current Base Zoning: UVD

Current Land Use: Commercial

Attachment: Staff Report (1508 : PH-HEB Planned Development)

Direction: East
Current Base Zoning: UVD
Current Land Use: Commercial

Direction: South
Current Base Zoning: UVD
Current Land Use: Commercial

Direction: West
Current Base Zoning: UVD
Current Land Use: Commercial

Transportation

Thoroughfare: Bissonnet Street

Existing Character: Arterial; two lanes in each direction with turning lane; no sidewalk

Proposed Changes: Plan includes sidewalk along Bissonnet

Thoroughfare: Cedar Street, 5th Street, and Spruce Street

Existing Character: Local Streets; one lane in each direction; no sidewalks

Proposed Changes: Plan calls for sidewalks along all streets

Public Transit: No stops in the immediate vicinity of this location.

Traffic Impact: A Traffic Impact Analysis (TIA) was provided by the applicant and reviewed by the City's traffic engineer. The TIA identified four recommendations which were supported by the City's traffic engineer. These improvements are to be done at no cost to the City. These include retiming of traffic signals, the relocation of the proposed driveway on the south side that exits on to Bissonnet, and modifications to ensure no queue spillover onto Bissonnet.

Parking: Off-street vehicle parking requirements for a Grocery Store are 5 spaces per 1,000 square feet of gross leasable space. With a proposed build out of 70,000 sq. ft., a minimum of 350 spaces is required. The plan as proposed includes 372 parking spaces.

Utilities

Water: Public Works recommends that the new water tap for this location go to the 12-inch water main located in the north side of Spruce Street.

Wastewater: No issues.

Drainage: No detention facilities are included in this project. The applicant is proposing no increase in lot coverage. Mitigation is generally only needed on commercial projects if there is an increase in impervious coverage.

Public Safety

Police: Supports the use of private security onsite.

Fire: No concerns at this time. The Fire Marshal participates in the review of the building plans and will comment as appropriate at that time.

Signs

HEB has included on the submitted store elevation the locations of their main signs. Additionally, a HEB sign will show on the front elevation, facing east towards the upper parking deck. A sign detail sheet is attached showing the size location of the requested signs for this store.

Recommendation

No action is required on March 10. This item is scheduled for consideration on April 14.

COMMENTS - Current Meeting:

Chairman Frazier introduced the public hearing item to the Commission and the public.

ATTACHMENTS:

- 2015-01-29 City of Bellaire (PDF)
- 2015-02-09 Site Plan Review Application (PDF)
- Section 24-524 Summary 02 (PDF)
- Sect 01 - Vicinity (PDF)
- Sect 02 - Aerial Exist Site Location (PDF)
- Sect 03 - Official Zoning Map (PDF)
- Sect 04 - 3_055 Boundary (PDF)
- Sect 05 - 3_055 Topo (PDF)
- Sect 06 - Title (PDF)
- Sect 07 - Legal Description (PDF)
- Sect 08 - FEMA Map (PDF)
- Sect 09 - Environmental Assessment Form (PDF)
- Sect 10 - Groundfloor (PDF)
- Sect 10 - Secondfloor (PDF)
- Sect 11 - Elevation 01 (PDF)
- Sect 11 - Elevation 02 (PDF)
- Sect 12 - Existing Utility Layout (PDF)
- 5106 Bissonnet St TIA Memo (PDF)
- Sect 13 - Preliminary TIA (PDF)
- HEB Sign Details (PDF)



January 29, 2015

Mr. Paul A. Hofmann, City Manager
Planning and Zoning Commission
City of Bellaire
7008 South Rice Avenue
Bellaire, TX 77401

Re: HEB at 5106 Bissonnet Street
Site Plan Review Application
± 3.055 acres
Bellaire, Texas

Dear Mr. Hofmann:

Brown & Gay Engineers, Inc. is working on the re-development of the existing H-E-B grocery store site located at 5106 Bissonnet Street. The 3.055-acre site is located in the northern side of the intersection between Bissonnet Street and Cedar Street in the City of Bellaire, Texas (Key Map page 531G). The project site is currently zoned to Urban Village-Downtown (UVD).

Since the proposed project is intended to be developed and maintained by one user, we would like to request to re-zone the property from UVD to Planned Development (PD).

Existing conditions of the site include a main, 1-story H-E-B building and a smaller 1-story block building, with a total square footage of approximately 52,000. The site also includes surface parking areas and six private driveways along Bissonnet Street, Cedar Street, and 5th Street. The existing site is 100% impervious.

The proposed project will encompass a 2-story H-E-B building, surface parking garage at ground level and additional parking spaces at second level. Approximately 70,000 square feet of grocery store will be located at the second level. The proposed project will reduce private accesses to one driveway along Cedar Street and another one along Bissonnet Street.

The site is currently fully developed and it is 100% impervious. Proposed development will provide detention for additional impervious area or increased runoff.

Please contact me if you have any questions and/or need any additional information.

Thank you,

A handwritten signature in blue ink, appearing to read "E. Benton Schmaltz", is written over a horizontal line.

E. Benton Schmaltz, P.E., LEED AP
Project Manager, Site Development

Site Plan Review Application

Proposed HEB Grocery Store 3.055 acres 5106 Bissonnet Street, Bellaire Harris County, Texas 77401

Prepared By:

E. Benton Schmaltz, P.E., LEED AP

February 9, 2015



BROWN & GAY
ENGINEERS

TBPE Registration No. 1046
10777 Westheimer, Suite 400
Houston, Texas 77042

Attachment: 2015-02-09 Site Plan Review Application (1508 : PH-HEB Planned Development)

EXECUTIVE SUMMARY

Project Description

The project site is an irregular shaped 3.055-acre tract, located at the northern side of intersection between Bissonnet Street and Cedar Street, in the City of Bellaire, Harris County, Texas (Key Map page 531G).

The existing site includes an HEB (35,692 sf) one-story block building, and an additional (16,092 sf) one-story retail block building. Site includes extensive parking lot, with six different points of access along Fifth Street, Cedar Street, and Bissonnet Street. Existing buildings are fully operational at present time.

Per City of Bellaire, Zoning District Map, site is currently zoned to Urban Village-Downtown (UVD).

Proposed project will include a two-story HEB building. Grocery store retail area, approximately 70,000 sf, will be located at the second level of the building, along with parking areas. Additional parking lot will be provided at ground level.

Due to the project is intended to be developed and maintained by only one user, Brown & Gay Engineers, on behalf of HEB Grocery Company LP, would like to request to the City of Bellaire Planning and Zoning Commission to evaluate and approve the re-zoning of the 3.055- acre property from Urban Village-Downtown (UVD) to Planned Development (PD).

Brown & Gay Engineers is submitting this report in compliance with City of Bellaire Code Ordinance, section 24-524 Site Plan Review, and section 24-604 Application for Planned Development Amendment.

If the City of Bellaire Planning and Zoning Commission have any question and/or required any additional information, please do not hesitate to contact us at your earliest convenience.

Sincerely,

Benton Schmaltz, P.E., LEED AP
Project Manager

Astrid Castano, P.E.
Assistant Project Manager

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G.	Preliminary Traffic Impact Analysis	6

SECTION

Section 1	Vicinity Map
Section 2	Aerial of Existing Conditions
Section 3	City of Bellaire - Zoning District Map
Section 4	Boundary Survey
Section 5	Topographic Survey
Section 6	Title Commitment
Section 7	Legal Description
Section 8	FEMA Map
Section 9	Environmental Assessment Form
Section 10	Proposed Schematic Site Plan
Section 11	Proposed Schematic Elevations
Section 12	Existing Utility Layout
Section 13	Preliminary Traffic Impact Analysis

I. GENERAL EXISTING PROJECT INFORMATION

Owner Information

HEB Grocery Company, LP
3890 Northwest Highway, Suite 300
Dallas, Texas 75220

Project Location

HEB Grocery Store
5106 Bissonnet Street
Bellaire, Texas 77401

Project Engineer/Applicant Information

Brown & Gay Engineers, Inc
E. Benton Schmaltz
10777 Westheimer Road, Suite 400
Houston, Texas 77042

A. Introduction

This report presents the information required by the City of Bellaire Code of Ordinances, Sections 24-524 and 24-604 for the evaluation and approval, by the Planning and Zoning Commission, the re-zoning of a 3.055- acre property, made up of 1 tract, located within the City of Bellaire limits, Harris County, Texas.

The project site is located within the Urban Village-Downtown (UVD) Zoning District established by the City of Bellaire. Due to the proposed project is intended to be developed and maintained by one user, we request the property to be re-zoned to Planned Development (PD).

B. Project Location

The project tract is located at the northern side of the intersection between Bissonnet Street and Cedar Street in the City of Bellaire, Harris County, Texas, Key Map 531G. See *Section 1 – Vicinity Map*. The tract can be accessed from IH69/US59 from the north, Beechnut Street from the south, IH 610 from the east, and Bellaire Boulevard from the west.

C. Existing Conditions

The 3.055-acre tract is currently developed. The site contains an existing one-story HEB grocery store of 35,692 sf, a one-story retail block building of 16,092 sf, and parking lot. See *Section 2 - Aerial of Existing Conditions*.

Existing building is placed at a higher elevation, while parking lot surrounding it slopes away towards adjacent curb and gutter streets.

Project site is located within the Urban Village-Downtown (UVD) Zoning District established by the City of Bellaire. See *Section 3 – City of Bellaire, Zoning District Map*.

A Boundary Survey and a Topographic Survey were prepared by Brown & Gay Engineers, Inc. on July 23, 2014 of the 3.055-acre tract. A copy is included in *Section 4 and Section 5*, respectively.

Additionally, a copy of the commitment for Title Insurance for the property is included as *Section 6 – Title Commitment*. Legal Description can be found as *Section 7*.

D. Floodplain Information

The site is located on Flood Insurance Rate Map Numbers 48201C0855L, effective date June 18, 2007 (*Section 8 – FEMA Map*). According to the map, the site is located in shaded Zone “AE” (special flood hazard area subject to inundation by the 1% annual chance flood event - Base flood elevations determined).

II. PROPOSED PROJECT INFORMATION

Per City of Bellaire requirements, the Environmental Assessment Form for the project is included as *Section 9*. It includes a general summary of the proposed project.

A. Proposed Site Layout

The proposed development includes a 70,000 sf grocery store with a two-story building. Grocery store will be placed at the second level with parking lot at ground and second level. Refer to *Section 10 – Proposed Schematic Site Plan* for layouts at ground and second level. Additionally, see *Section 11 – Proposed Schematic Elevations*.

B. Existing and Proposed Utilities Analysis

1. Water

Based on the existing utility layout prepared by ARKK Engineers (refer to *Section 12-Existing Utility Layout*) and the topographic survey prepared by Brown & Gay Engineers (refer to *Section 5 – Topographic Survey*); there are existing water lines available along Fifth Street, Spruce Street, South Rice Avenue and a section of Bissonnet Street. Existing water line sizes varies from 8-inch to 12-inch.

Existing buildings are connected to the 12-inch water line that runs along the northern side of Spruce Street. Proposed building is expected to be connected to the same water line along Spruce Street or, due to orientation of proposed building, connection can be made to the 8-inch water line along Fifth Street.

Expected domestic water demand is 126 GPM peak demand @ 60 PSI.
Expected fire protection demand is 1,100 GPM @ 60 PSI.

2. Sanitary Sewer

Based on the existing utility layout prepared by ARKK Engineers (refer to *Section 12-Existing Utility Layout*) and the topographic survey prepared by Brown & Gay Engineers (refer to *Section 5 – Topographic Survey*); there are

existing sanitary sewer lines available along Fifth Street, Spruce Street, and Bissonnet Street. Existing sanitary sewer pipe size varies from 8-inch to 12-inch.

Existing buildings are connected to the 8-inch sanitary sewer line that runs along the southern side of Spruce Street. Proposed building is expected to be connected to the same sanitary sewer line or, due to orientation of proposed building, to the 12-inch sewer line that runs along the western side of Fifth Street.

Expected sanitary sewer load is 20,000 GPD.

3. Drainage Storm Sewer

Based on the existing utility layout provided by ARKK Engineers (refer to *Section 12-Existing Utility Layout*) and the topographic survey prepared by Brown & Gay Engineers (refer to *Section 5 – Topographic Survey*); there is an existing drainage storm system around the property which is already receiving the storm drainage flow generated by existing property.

For detention calculations, City of Bellaire follows Stormwater Design Requirements from City of Houston Design Manual. Detention volume is required for all proposed development at a rate of 0.50 acre-feet per acre of increased impervious coverage.

The existing site is fully developed and 100% impervious. Proposed drainage storm will honor existing drainage patterns and runoff flow. Additionally, proposed development will provide detention for additional impervious area or increased runoff, if needed.

C. Parking Analysis

Based on the topographic survey prepared by Brown & Gay Engineers, Inc., the property currently has 151 standard parking and 10 handicap parking places.

Proposed site layout, between ground and second level, will include 361 standard parking spaces and 11 handicap parking spaces. This equates to 1 parking space for every 188-square feet of proposed building.

D. Thoroughfare Impacts

Based on Traffic Impact Analysis prepared by Brown & Gay Engineers, Inc (see *Section 13 – Preliminary Traffic Impact Analysis*), the proposed development will have minimal impact to the neighborhood, especially to the residential neighborhood to the north. The site is connected to major arterials and good collector streets which will minimize traffic through residential streets. See Traffic Impact Analysis previously submitted.

E. Environmental Analysis

To Brown & Gay Engineers' knowledge, a Phase I Environmental Site Assessment has not been prepared for the tract. It is our recommendation that a Phase I Environmental Site Assessment be prepared for the tract, however, since

the existing site is fully developed and 100% operational at the present time, the site is expected to comply with minimal environmental standards.

F. Impact of Construction

Impact of construction on surrounding community is expected to be minimal. Existing site layout includes six different commercial driveways to ingress/egress the site. Lane closures, road reconstruction and temporary detours are expected due to utility connections; however, impact is expected to be sparse due to the site being served by major arterials and a good collector system.

To minimize impact of construction on adjacent community, contractor will screen the site. Additionally, contractor will maintain dust control and a Storm Water Pollution Prevention Plan – SWPPP in compliance with local and state requirements.

G. Preliminary Traffic Impact Analysis

A preliminary Traffic Impact Analysis was prepared by Brown & Gay Engineers, Inc., dated January, 2015.

Development of this project is expected to create minimal impact to the residential neighborhood to the north of the project site because the site is served by two major arterial, Bissonnet Street and South Rice Avenue, as well as a good collector street system.

Only one of the intersections analyzed presents the need for mitigation. The intersection between Bissonnet Street and South Rice Avenue would require re-timing of the traffic light.

The complete Traffic Impact Analysis included existing and proposed traffic counts can be found in *Section 13 – Preliminary Traffic Impact Analysis*.

Code of Ordinances, Bellaire, Texas

SITE PLAN REVIEW SUMMARY (Per Section 24-524)

Description

- 1) North Arrow and Scale
 - Please refer to Site Plan Review Application, *Section 5 – Topographic Map*. Report was submitted to City of Bellaire for review and approval on February 9, 2015.
 - Please refer to Site Plan Review Application, *Section 10 – Proposed Schematic Site Plan*.
- 2) Vicinity Map
 - Please refer to Site Plan Review Application, *Section 1 – Vicinity Map*.
- 3) Surrounding Uses
 - Surrounding areas are zoned to Urban Village Downtown District (UVD). Please refer to Site Plan Review Application, *Section 3 – City of Bellaire – Zoning District Map*. Current uses of the surrounding buildings include various commercial businesses.
- 4) Boundary Lines
 - Boundary property lines are described and shown on Site Plan Review Application, *Section 5 – Topographic Map*.
- 5) Existing and Finished Grades
 - Existing building rests at a higher elevation when compared with the surrounding curb and gutters. Existing grades can be found as part of Site Plan Review Application, *Section 5 – Topographic Map*.
 - At present time there is not a full grading plan developed for the proposed project; however, it is the intent that the proposed project will maintain the existing drainage patterns into storm drainage system.
- 6) 100-yr Flood Plain
 - Site is located in shaded Zone “AE”. Please refer to Site Plan Review Application, *Section 5 – Topographic Map – Note 2*. If additional fill is needed to develop the site, mitigation will be required and provided by this project on site.
 - Additional information can be found as part of the Site Plan Review Application, Item I.D Flood Plain Information, page 4.
- 7) Size of Property and Dimensions
 - Site Plan Review Application, *Section 5 – Topographic Map* includes acreage of property, as well as dimensions between existing buildings and structures.
 - Project site is located within Urban Village Downtown District (UVD).

- Property boundary shows four sections of remainders of previously abandoned Right-of-Ways (see attached exhibit).

10' R.O.W. Vol.3, Pg 59 H.C.M.R.	1,500 SF - Fifth St
Remainder of a 25' R.O.W. Vol.3, PG 59 H.C.M.R.	300 SF - Spruce St
10' R.O.W. Vol.3, Pg 59 H.C.M.R.	873 SF - Bissonnet St
H.C.C.F No. S654878	2,750 SF - Bissonnet St

- Property owner is requesting the abandonment of these Right-of-Way remainders to be included as part of boundary limits. A total of 5,423 S.F. will be incorporated into the total boundary area.

8) Existing Structures

- Site Plan Review Application, *Section 5 – Topographic Map* includes existing building and structures within the property limits and its surroundings.

9) General Location of New Public Streets

- As described above, existing Right-of Way section encroaching the property are proposed to be abandoned and included as part of the project.
- Proposed project will include a total of six private commercial driveways. One facing Bissonnet Street, one facing Cedar Street, two facing Fifth Street and two facing Spruce Street. Refer to Site Plan Review Application, *Section 10 – Proposed Schematic Site Plan*
- The site will include sidewalks along all roadways that surround the proposed site.

10) Proposed Location of Buildings

- Existing buildings are at a higher elevation when compared with surrounding storm drainage collectors located along public roads. Existing drainage patterns will be maintained when draining proposed project.
- Existing drainage sheet flows to the existing surrounding Right-of-Way. The new project will drain the site internally and discharge to the existing storm sewer underground. Any increase in drainage will be detained on site prior to release to the public storm sewer system. The site is fully developed and approximately 96% impervious. Existing storm runoff is not expected to be increased due to proposed development.
- Per Site Plan Review Application, *Section 5 – Topographic Map*, there is remainder of 10' sanitary sewer easement and 10'x45' Utility Easement encroaching future development. Property owner is also requesting those two easements to be released by utility companies (see attached exhibit)
- On site circulation is provided by an easy to navigate parking garage which occupies the entire ground level, with a simple ramp to access the upper level. Sidewalk circulation is kept intact, and pedestrians can access the store via the pedestrian entry and walkway to the vertical circulation elements inside the store.
- Screening and buffering is provided along the entirety of the ground level, to screen the parking structure. There is also vegetative screening to hide the truck dock, as well as the compactor along Fifth and Cedar St.

11) Project Schedule

A. Total Site Area	3.179 acres	138,500 S.F.
Present time	3.055 acres	133,077 S.F.
Additional ROW to be abandoned	0.124 acres	5,423 S.F.

B. Total Floor Area	1.606 acres	70,000 S.F.
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C. Lot Coverage Relative to Landscape Surface Area

Proposed project will maintain existing coverage conditions. Approximately 4% of the lot will include landscape area.

Ground level of the project will be covered by a deck structure, with the building located at the second floor. Large shrubbery will be considered at ground level to screen the loading dock. Landscape will be provided at second level with screening shrubbery and possible large potted trees.

D. Parking Summary

ADA Parking Spaces	11 PS
Standard Parking Spaces	361 PS
Loading Spaces	2 LS

E. Height of Buildings and Structures

Parking Deck/Grocery Level	17' 6"
Parking Deck Screening	21' 6"
Pedestrian Tower Element	33' 0 1/2"
Roof Line	37' 6"
Secondary Towers	42' 3 1/2"
Main Tower	51' 6 1/2"

F. Nonresidential Floor Area Ratio

70,000 S.F. / (138,500 S.F. x 2 floors) 0.25 SF Prop.Bldg/ SF Total project

12) Focal Points and Site Amenities

- The focal point of this project will be the pedestrian entry and tower element at the intersection of Cedar and Bissonnet Streets. It is the tallest element in the design and has a higher percentage of glazing than elsewhere in the design. It is also the highest point at which H-E-B signage is placed. Site amenities include a partially shaded sidewalk provided by canopies and a covered pedestrian entry.

13) Green Space and Public Parks

- No parks, green space, or other areas reserved for public use.

14) Proposed Building Elevation

- The facades change elevation no more than every 50' to break up the mass, and with the use of score lines, glazing, and material changes, there is no blank wall greater than 16'.
- Materials used include brick, limestone, and ground face masonry units to give the appearance of a traditional, well-built, and enduring building. Penetrations are varied as to not be repetitive, and heights have a specific hierarchy along the façade. Areas where glazing is not practical, brick relief work is employed to mimic the

pattern established along the façade to create visual interest and to continue the pattern. Every effort was made to create a design that was approachable from the human scale.

- Trees are grouped at key intersections in the façade, no more than 50', to further break up the mass of the building.

15) Landscape Plan

- Street trees are provided every 25'. Screening shrubbery between the height of 36" and 42" is used along the perimeter of the building to screen the parking garage. Tall shrubbery is also used to completely hide the compacter and truck dock. Groupings of trees appear approximately every 40'-50' along the façade to break up the mass of the building and add toward the tree planting requirement. As this proposal takes up the entirety of the site, potted trees are also provided on the upper level to satisfy the tree planting requirement.

16) Tree Disposition Plan for Preservation and Replacement Trees

- At present time, there are mainly three trees located within Right-of Way which are intended to be preserved and/or mitigated in compliance with City of Bellaire Code Ordinances

17) Name and Address of Landowner

- Landowner information is included as part of Site Plan Review Application, page 4.

18) Description and Available Documentation

- The Site Plan Review Application, pages 3 – 6 describes and includes the available documentation.

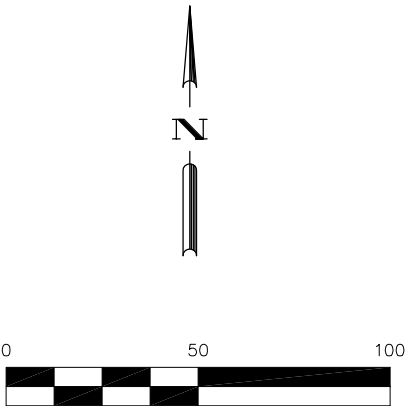
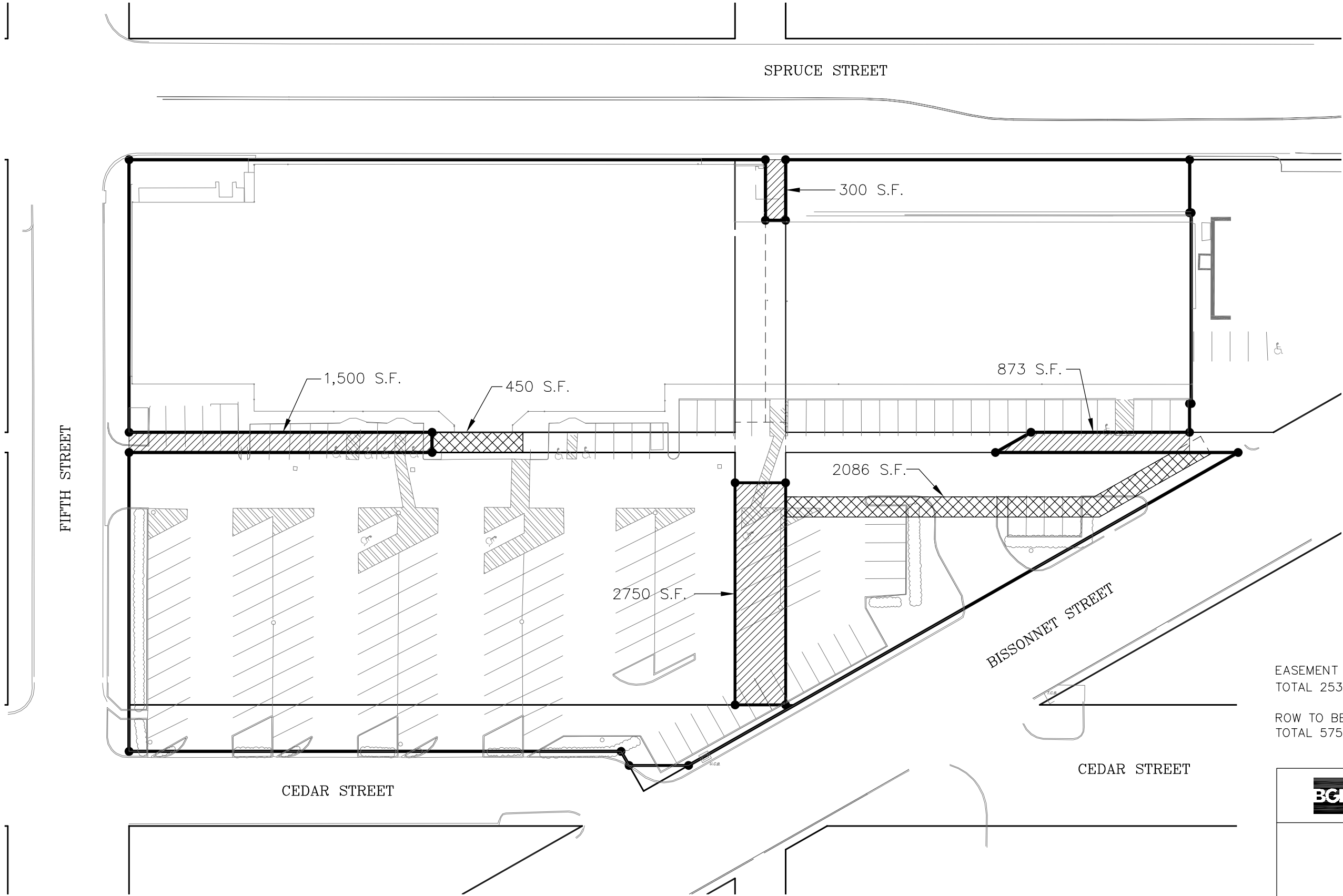
19) Analysis on Demand of City Utilities

- A summary analysis of existing water, sanitary sewer and drainage storm systems is included as part of the Site Plan Review Application report, pages 4 -5.

20) Traffic Impact Analysis

A preliminary Traffic Impact Analysis is included as part of Site Plan Review Application - *Section 13*. Brown & Gay Engineers, received a memorandum from Jones & Carter, Inc, dated February 5, 2015. Their recommendations will be addressed as follows:

- Proposed adjusted timing signal plans for the intersection of Bissonnet Street at South Rice Avenue, will be submitted to the City of Bellaire for review and final approval at during the permitting process.
- Proposed driveway located along Bissonnet Street will be relocated approximately 50' farther west to have a better alignment with the existing driveway along the south side of Bissonnet Street. Internal traffic circulation will be reviewed and coordinated with the private ramp location to avoid stacking of traffic along Bissonnet Street. Additional to the relocation the driveway, the development will consider adding a right-turn lane with a 100-ft storage and 100-ft taper.



LEGEND

- EASEMENT TO BE ABANDONED
TOTAL 2536.27 SF
- ROW TO BE ABANDONED
TOTAL 5750.69 SF



Brown & Gay Engineers, Inc.
10777 Westheimer, Suite 400, Houston, TX 77042
Tel: 281-558-8700 • www.browngay.com
TBPE Registration No. F-1046

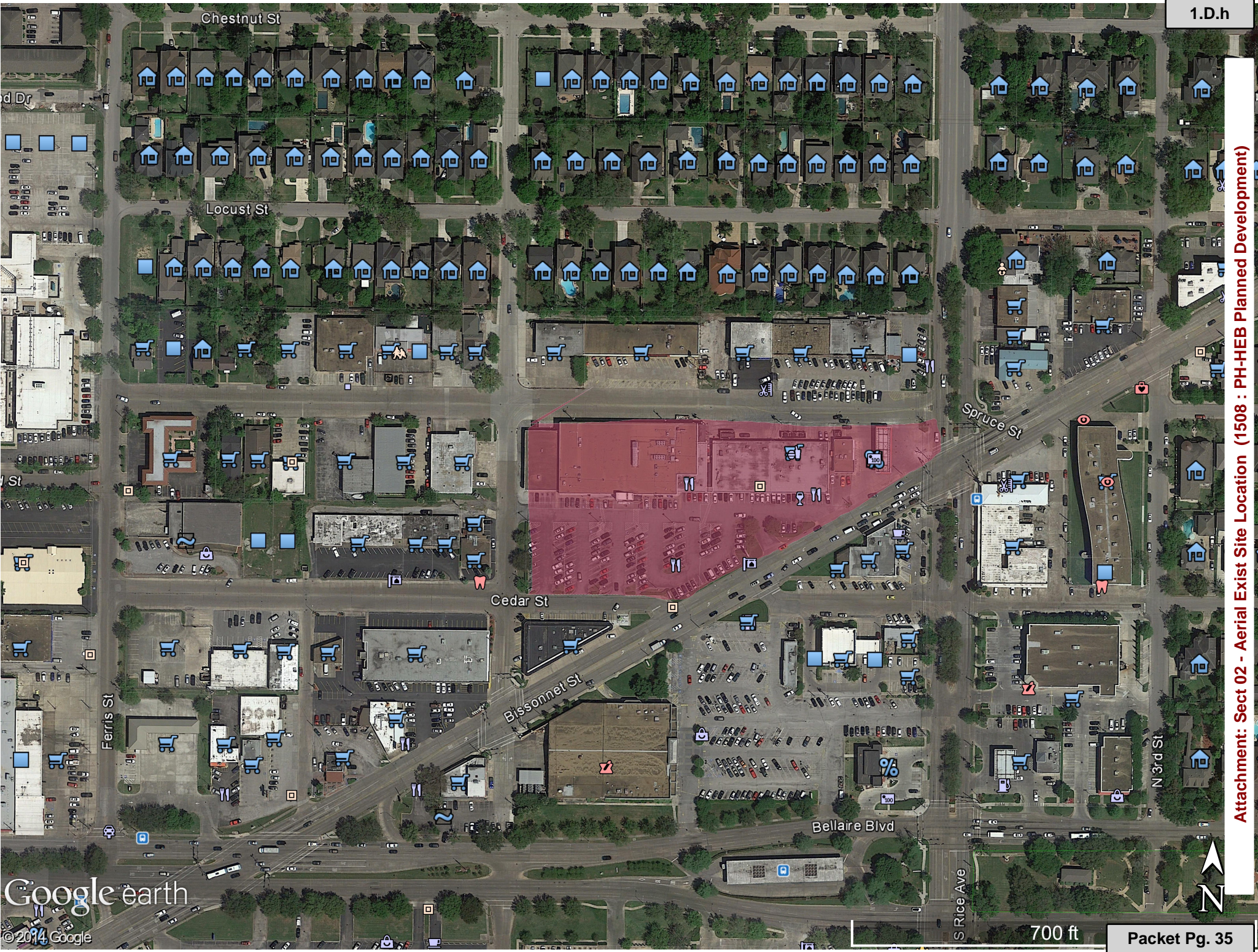
EASEMENT
AND ROW
ABANDONMENT
EXHIBIT

Scale: 1"=50'	Job No.: 8232-01	Date: 03/05/15	Exhibit: 1
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VICINITY MAP
N.T.S.
KEY MAP PAGE NO. 531G

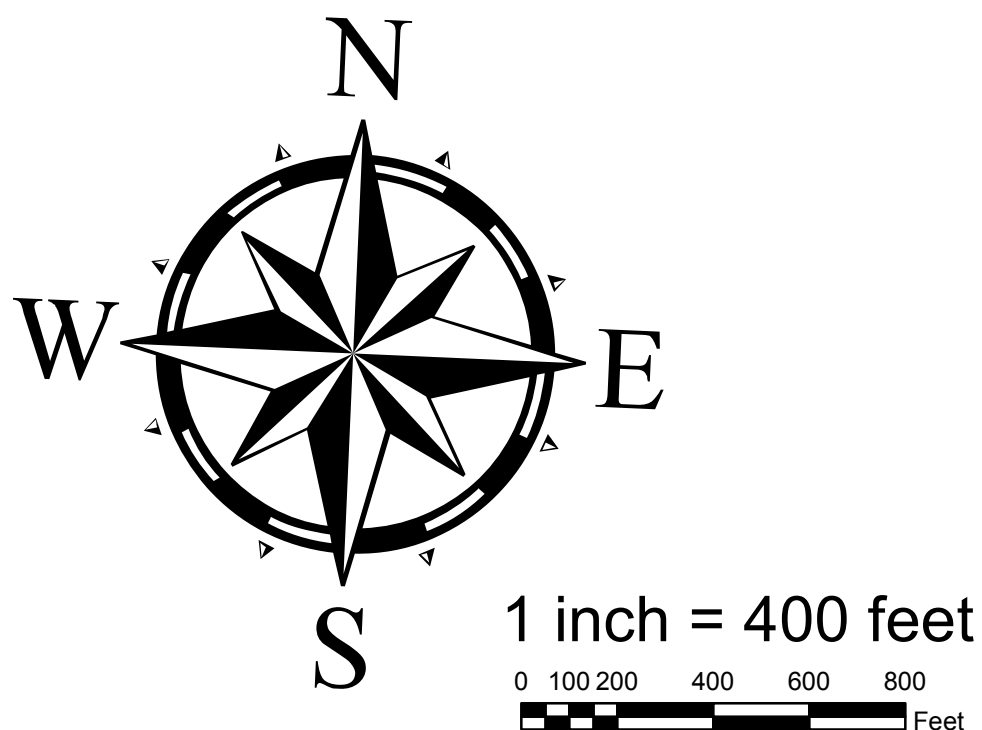
Attachment: Sect 01 - Vicinity (1508 : PH-HEB Planned Development)



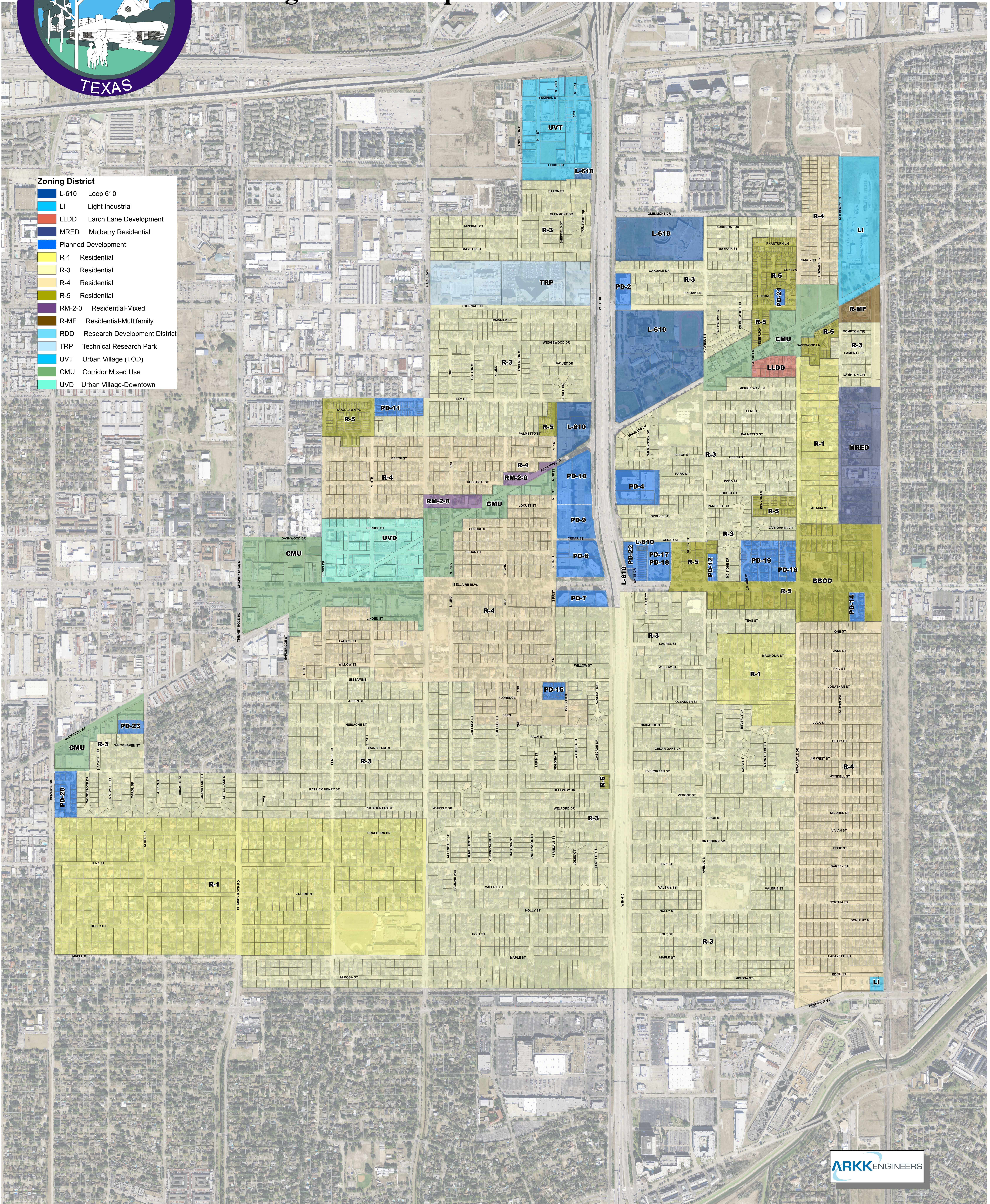


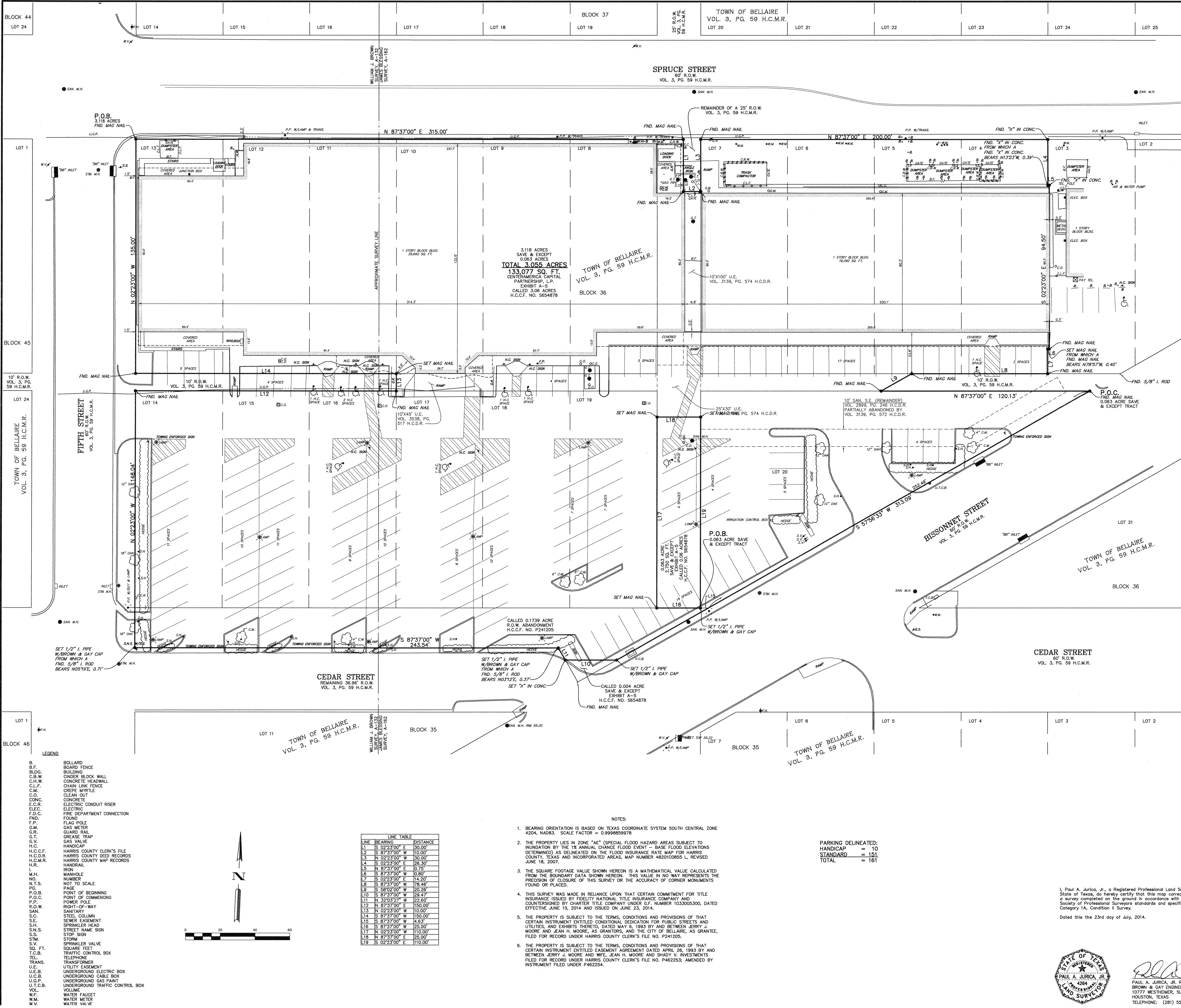
City of Bellaire, Texas

Zoning District Map



Zoning District	
L-610	Loop 610
LI	Light Industrial
LLDD	Larch Lane Development
MRED	Mulberry Residential
Planned Development	
R-1	Residential
R-3	Residential
R-4	Residential
R-5	Residential
RM-2-0	Residential-Mixed
R-MF	Residential-Multifamily
RDD	Research Development District
TRP	Technical Research Park
UVT	Urban Village (TOD)
CMU	Corridor Mixed Use
UVD	Urban Village-Downtown





DESCRIPTION OF A 3.055 ACRE TRACT OF LAND SITUATED IN THE WILLIAM J. BROWN SURVEY, ABSTRACT NO. 132, AND THE JAMES BLESSING SURVEY, ABSTRACT NO. 162, CITY OF BELLAIRE, HARRIS COUNTY, TEXAS

BEING A 3.055 acre (133,077 square feet) tract of land situated in the William J. Brown Survey, Abstract No. 132 and the James Blessing Survey, Abstract No. 162, City of Bellaire, Harris County, Texas and being all of a certain 3.055 acre tract of land as described in a deed to Centeramerica Capital Partnership, L.P., recorded under Harris County Clerk's File Number (H.C.C.F. No.) 5654878 and being part of Block 36 of TOWN OF BELLAIRE a subdivision plat recorded under Volume 3 Page 59 of the Harris County Map Records (H.C.M.R.), said 3.055 acre tract of land described by metes and bounds as follows:

BEGINNING at a MAG Nail found on the south right-of-way line of Spruce Street (60 foot width) recorded under Volume 3, Page 59 H.C.M.R. and on the east right-of-way line of Fifth Street (60 foot width) recorded under Volume 3, Page 59 H.C.M.R. and being the northwest corner of the herein described tract;

THENCE, N 87°37'00" E, a distance of 315.00 feet along the south right-of-way line of said Spruce Street to a MAG Nail found on the west line of the remainder of a 25 foot wide right-of-way recorded under Volume 3, Page 59 H.C.M.R.;

THENCE, S 02°23'00" E, a distance of 30.00 feet along the west line of the remainder of said 25 foot wide right-of-way to a MAG Nail found for and interior corner of the herein described tract;

THENCE, N 87°37'00" E, a distance of 10.00 feet over and across said 25 foot wide right-of-way to a MAG Nail found on the east line of said 25 foot wide right-of-way and an interior corner of the herein described tract;

THENCE, N 02°23'00" W, a distance of 30.00 feet along the east line of said 25 foot wide right-of-way to a MAG Nail found on the south right-of-way line of said Spruce Street;

THENCE, N 87°37'00" E, a distance of 200.00 feet along the south right-of-way line of said Spruce Street to an "X" in concrete found for the northeast corner of the herein described tract;

THENCE, along the easterly lines of said 3.06 acre tract the following courses and distances:

S 02°23'00" E, a distance of 26.30 feet to an "X" in concrete found for and interior corner of the herein described tract, from which a found "X" in concrete bears N 13°23' W, 0.39 feet;

N 87°37'00" E, a distance of 0.75 feet to an "X" in concrete found for corner;

S 02°23'00" W, a distance of 94.50 feet to a MAG Nail found for corner;

S 87°37'00" W, a distance of 0.80 feet to a MAG Nail set for and interior corner of the herein described tract;

S 02°23'00" E, a distance of 14.20 feet to a MAG Nail found on a north line of a 10 foot wide right-of-way recorded under Volume 3, Page 59 H.C.M.R.;

THENCE, S 87°37'00" W, a distance of 78.46 feet along a north line of said 10 foot wide right-of-way to a MAG Nail found on an interior corner of the herein described tract;

THENCE, S 58°02'00" W, a distance of 20.26 feet over and across said 10 foot wide right-of-way to a MAG Nail found on a south line of said 10 foot wide right-of-way and being an interior corner of the herein described tract;

THENCE, N 87°37'00" E, a distance of 120.13 feet along a south line of said 10 foot wide right-of-way to a MAG Nail found on the northwest right-of-way line of Blossonnet Street (60 foot width) recorded under Volume 3, Page 59 H.C.M.R.;

THENCE, S 57°56'33" W, a distance of 313.09 feet along the northwest right-of-way line of said Blossonnet Street to a 1/2-inch iron pipe with a cap stamped "Brown & Gay" found on the north right-of-way line of the remainder of Cedar Street (width varies) recorded under Volume 3, Page 59 H.C.M.R. and being the most southerly southeast corner of the herein described tract;

THENCE, along the northerly right-of-way of said Cedar Street the following courses and distances:

S 87°37'00" W, a distance of 29.47 feet to a "X" in concrete set for the most southerly southwest corner of the herein described tract;

N 32°03'27" W, a distance of 8.01 feet to a 1/2-inch iron pipe with a cap stamped "Brown & Gay" set for an interior corner of the herein described tract, from which a found 5/8-inch iron rod bears N 03°12' E, 0.37 feet;

S 87°37'00" W, a distance of 243.54 feet to a 1/2-inch iron pipe with a cap stamped "Brown & Gay" set on the east right-of-way line of said Fifth Street and being the southwest corner of the herein described tract;

THENCE, N 02°23'00" W, a distance of 148.04 feet along the east right-of-way line of said Fifth Street to a MAG Nail found on a south line of said 10 foot wide right-of-way;

THENCE, N 87°37'00" E, a distance of 150.00 feet along a south line of said 10 foot wide right-of-way to a MAG Nail found for an interior corner of the herein described tract;

THENCE, N 02°23'00" W, a distance of 10.00 feet over and across said 10 foot wide right-of-way to a MAG Nail set on a north line of said 10 foot wide right-of-way and being an interior corner of the herein described tract;

THENCE, S 87°37'00" W, a distance of 150.00 feet along a north right-of-way line of said 10 foot wide right-of-way to a MAG Nail found on the east right-of-way line of said Fifth Street;

THENCE, N 02°23'00" W, a distance of 135.00 feet along the east right-of-way line of said Fifth Street to the POINT OF BEGINNING and containing 3.118 acres (133,627 square feet) of land, SA VE & EXCEPT A 0.063 acre tract of land being on a south line of a 10 foot wide right-of-way recorded under Volume 3, Page 59 H.C.M.R.;

THENCE, S 57°56'33" W, a distance of 252.49 feet along the northwest right-of-way line of said Blossonnet Street to the northeast corner of a called 0.1739 acre tract of land described as a right-of-way abandonment for Cedar Street (60 foot width) recorded under Volume 3, Page 59 H.C.M.R.;

THENCE, S 87°37'00" W, a distance of 4.63 feet along the north line of said 0.1739 acre tract to a 1/2-inch iron pipe with a cap stamped "Brown & Gay" set on the east line of a 25 foot wide right-of-way recorded under Volume 3, Page 59 H.C.M.R. for the POINT OF BEGINNING and being the southeast corner of the herein described tract;

THENCE, S 87°37'00" W, a distance of 25.00 feet along the north line of said 0.1739 acre tract to a MAG Nail set on the west line of said 25 foot wide right-of-way and being the southwest corner of the herein described tract;

THENCE, N 02°23'00" W, a distance of 110.00 feet along the west line of said 25 foot wide right-of-way to a MAG Nail set for the northeast corner of the herein described tract;

THENCE, N 87°37'00" E, a distance of 25.00 feet over and across said 25 foot wide right-of-way to a MAG Nail set on the east line of said 25 foot wide right-of-way and being the northeast corner of the herein described tract;

THENCE, S 02°23'00" E, a distance of 110.00 feet along the east line of said 25 foot wide right-of-way to the POINT OF BEGINNING and containing 0.063 acres (2,750 square feet) of land.

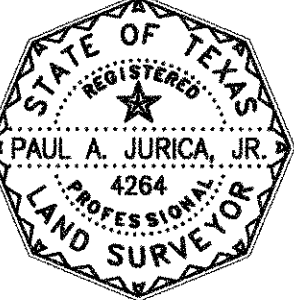
The herein described 3.118 acre tract Save & Except the herein described 0.063 acre tract combine for a net total of 3.055 acres of land.

- NOTES:
- BEARING ORIENTATION IS BASED ON TEXAS COORDINATE SYSTEM SOUTH CENTRAL ZONE 4204, NAD83. SCALE FACTOR = 0.9998859978
 - THE PROPERTY LIES IN ZONE "AE" (SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD EVENT - BASE FLOOD ELEVATIONS DETERMINED) AS DELINEATED ON THE FLOOD INSURANCE RATE MAP FOR HARRIS COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 48201C0855 L, REVISED JUNE 18, 2007.
 - THE SQUARE FOOTAGE VALUE SHOWN HEREON IS A MATHEMATICAL VALUE CALCULATED FROM THE BOUNDARY DATA SHOWN HEREON. THIS VALUE IN NO WAY REPRESENTS THE PRECISION OF CLOSURE OF THIS SURVEY OR THE ACCURACY OF CORNER MONUMENTS FOUND OR PLACED.
 - THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY AND COUNTERSIGNED BY CHARTER TITLE COMPANY UNDER O.F. NUMBER 1033005300, DATED EFFECTIVE JUNE 15, 2014 AND ISSUED ON JUNE 23, 2014.
 - THE PROPERTY IS SUBJECT TO THE TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN INSTRUMENT ENTITLED EASEMENT AGREEMENT DATED APRIL 26, 1993 BY AND BETWEEN JERRY J. MOORE AND WIFE, JEAN H. MOORE AND SHADY V. INVESTMENTS FILED FOR RECORD UNDER HARRIS COUNTY CLERK'S FILE NO. P462253; AMENDED BY INSTRUMENT FILED UNDER P462254.
 - THE PROPERTY IS SUBJECT TO THE TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN INSTRUMENT ENTITLED EASEMENT AGREEMENT DATED APRIL 26, 1993 BY AND BETWEEN JERRY J. MOORE AND WIFE, JEAN H. MOORE AND SHADY V. INVESTMENTS FILED FOR RECORD UNDER HARRIS COUNTY CLERK'S FILE NO. P462253; AMENDED BY INSTRUMENT FILED UNDER P462254.

PARKING DELINEATED:
HANDICAP = 10
STANDARD = 151
TOTAL = 161

I, Paul A. Jurica, Jr., a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this map correctly represents a survey completed on the ground in accordance with the Texas Society of Professional Surveyors standards and specifications for a Category 1A, Condition II Survey.

Dated this 23rd day of July, 2014.



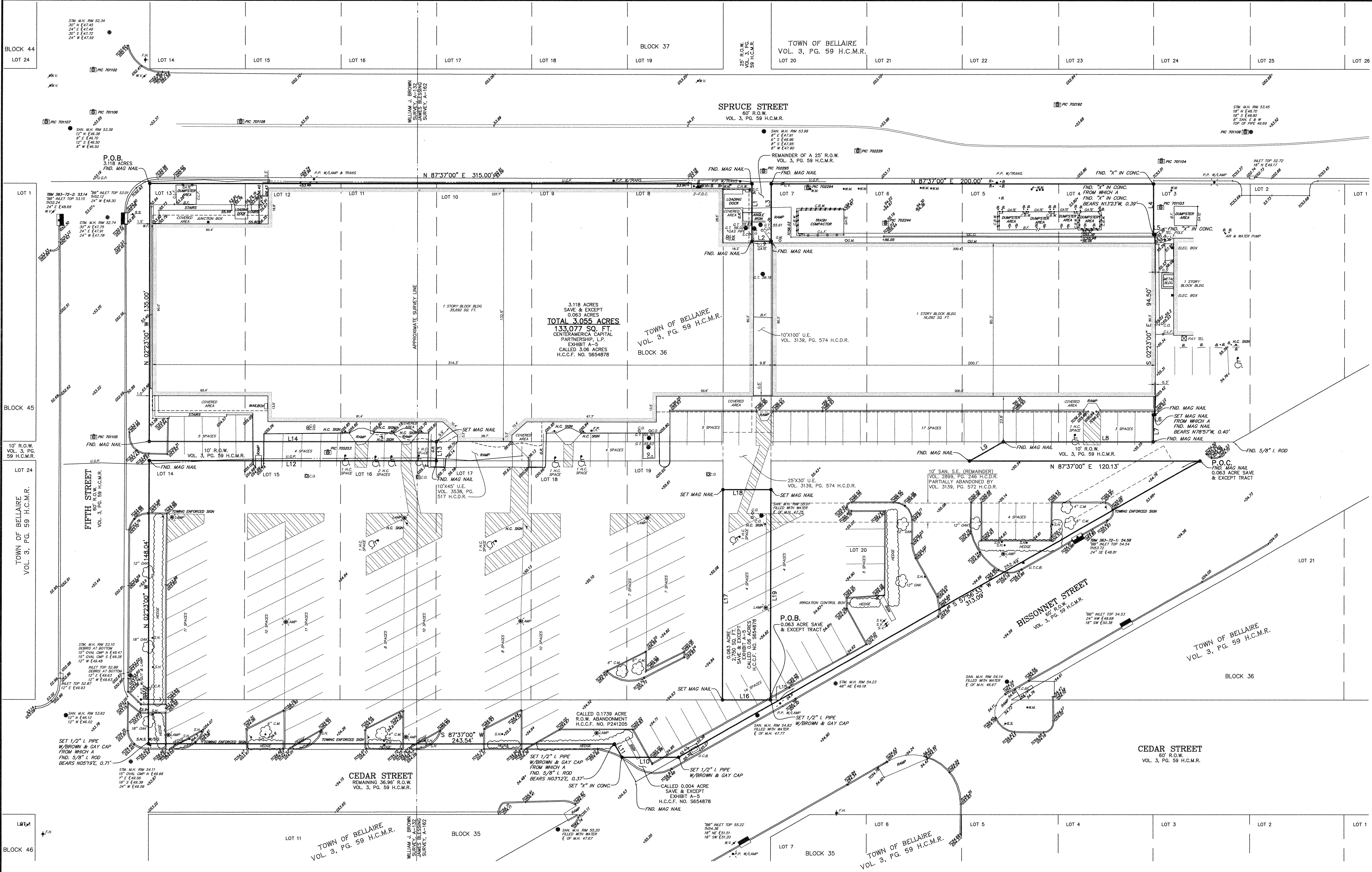
PAUL A. JURICA, JR. R.P.L.S. No. 4264
BROWN & GAY ENGINEERS, INC.
10777 WESTMEIER, SUITE 400
HOUSTON, TEXAS 77042
TELEPHONE: (281) 558-8700

BROWN & GAY ENGINEERS, INC.
10777 Westmeier, Suite 400, Houston, TX 77042
Tel: 281-558-8700 Fax: 281-558-8701
Civil Engineers and Surveyors
TBPUS Licensed Surveying Firm No. 10108500

BOUNDARY SURVEY OF A 3.055 ACRE TRACT OF LAND SITUATED IN THE WILLIAM J. BROWN SURVEY, A-132 AND THE JAMES BLESSING SURVEY, A-162 CITY OF BELLAIRE HARRIS COUNTY, TEXAS

PARTY CHIEF: P.M. ISSUE DATE: JULY 23, 2014
TECHNICIAN: S.T. SCALE: 1" = 20'
R.P.L.S.: P.A.J. JOB NUMBER: 2823-01
FIELD BOOK NAME: MISC 383
BASE FILE: X:\BIB\2823-01_BIB_S_162_Bellaire

SHEET 1 OF 1



VICINITY MAP
KEY MAP PAGE NO. 5316

- LEGEND
- B. BOLLARD
 - B.F. BOARD FENCE
 - B.L. BUILDING
 - C.B.W. CONCRETE BLOCK WALL
 - C.H.W. CONCRETE HEADWALL
 - C.L.F. CHAIN LINK FENCE
 - C.M. CREPE MYRTLE
 - C.O. CLEAN OUT
 - C.C. CONC. CONCRETE
 - E.C.R. ELECTRIC CONDUIT RISER
 - E.E. ELECTRIC
 - F.D.C. FIRE DEPARTMENT CONNECTION
 - F.F. FOUND
 - F.P. FLAG POLE
 - G.M. GAS METER
 - G.R. GUARD RAIL
 - G.T. GREASE TRAP
 - G.V. GAS VALVE
 - H.C.F. HANDICAP
 - H.C.P. HARRIS COUNTY CLERK'S FILE
 - H.C.D.R. HARRIS COUNTY DEED RECORDS
 - H.C.M.R. HARRIS COUNTY MAP RECORDS
 - H.R. HANDRAIL
 - I. IRON
 - M.H. MANHOLE
 - N. NOT TO SCALE
 - N.T.S. NOT TO SCALE
 - P.G. PAGE
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCING
 - P.P. POWER POLE
 - R.O.W. RIGHT-OF-WAY
 - SAN. SANITARY
 - S.C. STEEL COLUMN
 - S.E. SEWER EASEMENT
 - S.H. SPRINKLER HEAD
 - S.N.S. STREET NAME SIGN
 - S.S. STOP SIGN
 - STL. STORM
 - S.V. SPRINKLER VALVE
 - SQ. FT. SQUARE FEET
 - T.C.B. TRAFFIC CONTROL BOX
 - TEL. TELEPHONE
 - TRANS. TRANSFORMER
 - U.E. UTILITY EASEMENT
 - U.E.B. UNDERGROUND ELECTRIC BOX
 - U.C.B. UNDERGROUND CABLE BOX
 - U.G.P. UNDERGROUND GAS PILE
 - U.T.C.B. UNDERGROUND TRAFFIC CONTROL BOX
 - VOL. VOLUME
 - W.F. WATER FAUCET
 - W.M. WATER METER
 - W.V. WATER VALVE

NOTES:

- BEARING ORIENTATION IS BASED ON TEXAS COORDINATE SYSTEM SOUTH CENTRAL ZONE 4204, NAD83. SCALE FACTOR = 0.9998859978
- THE PROPERTY LIES IN ZONE "AE" (SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD EVENT) - BASE FLOOD ELEVATIONS DETERMINED AS DELINEATED ON THE FLOOD INSURANCE RATE MAP FOR HARRIS COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 480210085.1, REVISED JUNE 18, 2007.
- THE SQUARE FOOTAGE VALUE SHOWN HEREON IS A MATHEMATICAL VALUE CALCULATED FROM THE BOUNDARY DATA SHOWN HEREON. THIS VALUE IN NO WAY REPRESENTS THE PRECISION OF CLOSURE OF THIS SURVEY OR THE ACCURACY OF CORNER MONUMENTS FOUND OR PLACED.
- THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY AND COUNTERSIGNED BY CHARTER TITLE COMPANY UNDER G.F. NUMBER 1033005300, DATED EFFECTIVE JUNE 15, 2014 AND ISSUED ON JUNE 23, 2014.
- THE PROPERTY IS SUBJECT TO THE TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN INSTRUMENT ENTITLED "CONDITIONAL DEDICATION FOR PUBLIC STREETS AND UTILITIES, AND EXHIBITS THERETO, DATED MAY 6, 1993 BY AND BETWEEN JERRY J. MOORE AND JEAN H. MOORE, AS GRANTORS, AND THE CITY OF BELLAIRE, AS GRANTEE, FILED FOR RECORD UNDER HARRIS COUNTY CLERK'S FILE NO. 7241205.
- THE PROPERTY IS SUBJECT TO THE TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN INSTRUMENT ENTITLED "EASEMENT AGREEMENT DATED APRIL 26, 1993 BY AND BETWEEN JERRY J. MOORE AND WIFE, JEAN H. MOORE AND SHADY V. INVESTMENTS FILED FOR RECORD UNDER HARRIS COUNTY CLERK'S FILE NO. 7462255, AMENDED BY INSTRUMENT FILED UNDER 7462254.

LINE	BEARING	DISTANCE
L1	S 02°23'00" E	30.00'
L2	S 87°37'00" W	10.00'
L3	N 02°23'00" W	30.00'
L4	S 02°23'00" E	28.30'
L5	N 87°37'00" E	0.75'
L6	S 87°37'00" W	0.60'
L7	S 02°23'00" E	14.20'
L8	S 87°37'00" W	78.46'
L9	S 58°02'00" W	20.28'
L10	S 87°37'00" W	29.47'
L11	N 32°03'27" W	22.60'
L12	N 87°37'00" E	150.00'
L13	N 02°23'00" W	10.00'
L14	S 87°37'00" W	150.00'
L15	S 87°37'00" W	4.83'
L16	S 87°37'00" W	25.00'
L17	N 02°23'00" W	110.00'
L18	N 87°37'00" E	25.00'
L19	S 02°23'00" E	110.00'

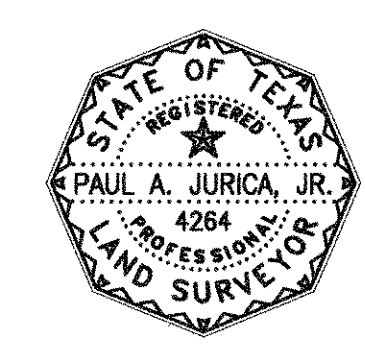
BENCHMARKS:

BENCHMARK 15: BRASS DISK IN CONCRETE, STAMPED "BM15" LOCATED ON TOP OF "BB" INLET ON EAST SIDE OF SOUTH RICE AVENUE BETWEEN WEST BOUND AND EAST BOUND LANES OF BELLAIRE BOULEVARD. NAVD 88, 2011 ADJUSTMENT ELEVATION = 54.66 FEET

BM 383-72-1: BOX CUT ON TOP OF "BB" INLET LOCATED ON THE NORTHWEST SIDE OF BISSENET STREET BEING THE FIRST INLET SOUTHWEST OF THE INTERSECTION OF SOUTH RICE AVENUE AND BISSENET STREET. ELEVATION = 54.58 FEET

BM 383-72-2: BOX CUT ON TOP OF "BB" INLET LOCATED ON THE WEST SIDE OF FIFTH AVENUE BEING THE FIRST INLET SOUTH OF THE INTERSECTION OF SPRUCE STREET AND FIFTH STREET. ELEVATION = 53.14 FEET

PARKING DELINEATED:
HANDICAP = 10
STANDARD = 151
TOTAL = 161



PAUL A. JURICA, JR., RPLS NO. 4364
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BROWN & GAY ENGINEERS, INC.
10777 Westmeier, Suite 400, Houston, TX 77042
Tel: 281-558-8700 Fax: 281-558-8701
Civil Engineers and Surveyors
TSPS License Surveying Firm No. 10105500

TOPOGRAPHIC MAP OF 3.055 ACRE TRACT OF LAND SITUATED IN THE WILLIAM J. BROWN SURVEY, A-132 AND THE JAMES BLESSING SURVEY, A-162 CITY OF BELLAIRE HARRIS COUNTY, TEXAS

PARTY CHIEF: P.M. ISSUE DATE: JULY 23, 2014
TECHNICIAN: S.T. SCALE: 1" = 20'
R.P.L.S.: P.A.J. JOB NUMBER: 2823-01 SHEET 1
FIELD BOOK NAME: MISC 383 OF 1
BASE FILE: X:\HEB\2823-01\HEB_3_Rice_Bellaire\HEB_3_Rice_Bellaire\000000001.dwg

Charter Title Company

811 Main Street, Suite 3675, Houston, TX 77002

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for various Texas counties. Title Data created its title plants through the investment of extensive time, labor, skill and money. **The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract.**

Title Data has granted our company a license to use one or more of its title plants. Our company's right to access and use Title Data's title plants is governed by our contract with Title Data. Our contract with Title Data restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Title Data's records and information.

Under the terms of our contract with Title Data, we are permitted to provide you with the attached title insurance commitment **for limited use and distribution only**. Specifically, you are sublicensed to deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof) **ONLY** to your bona fide employees and a third party who is playing a bona fide role in this proposed real estate transaction, including a lawyer, a lender, a surveyor, a real estate broker or agent, and the parties to this proposed transaction.

For purposes of our agreement with Title Data, "deliver, exhibit, or furnish" includes, without limitation, copying this title insurance commitment (whether such copying be by means of a photocopier, facsimile machine, another electronic scanning device, or any other method of reproduction) and providing such copy to any third party.

Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is not permitted by our contract with Title Data and constitutes a breach of our sublicense to you. Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is also a violation of federal copyright law and Texas common law.

Therefore, as an express condition of us providing you with the attached title insurance commitment, you specifically agree to limit its uses to those set forth herein, and to provide a copy of this letter to any party to whom you deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof).

In the event you are unable or unwilling to comply with these conditions, immediately return the attached title insurance commitment to our company, without reviewing, copying, or otherwise utilizing in any way the information contained therein.

A COPY OF THIS LETTER MUST ACCOMPANY THE ATTACHED TITLE INSURANCE COMMITMENT AT ALL TIMES. ALL DOWNSTREAM RECIPIENTS MUST PROVIDE A COPY OF THIS LETTER TO ANY OTHER AUTHORIZED USERS OF THE ATTACHED TITLE INSURANCE COMMITMENT.

COMMITMENT FOR TITLE INSURANCE

Issued by **Fidelity National Title Insurance Company**



THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We (FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation) will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

Charter Title Company
811 Main Street, Suite 3675
Houston, TX 77002
713-222-6060

FIDELITY NATIONAL TITLE INSURANCE COMPANY

By:

President

Attest
:

Secretary



 Authorized Officer or Agent

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

Attachment: Sect 06 - Title (1508 : PH-HEB Planned Development)

COMMITMENT FOR TITLE INSURANCE**SCHEDULE A**Effective Date: **January 19, 2015**

GF. No. 1033005300

Commitment No.: Not Applicable issued: **January 22, 2015**
(if applicable)

1. The policy or policies to be issued are:
 - (a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount:
PROPOSED INSURED:
 - (b) TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE -
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount:
PROPOSED INSURED: **HEB Grocery Company, LP**
 - (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower: **HEB Grocery Company, LP**
 - (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - (e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount:
PROPOSED INSURED:
Proposed Borrower:
 - (f) OTHER
Policy Amount:
PROPOSED INSURED:
2. The interest in the land covered by this Commitment is:
LEASEHOLD ESTATE
3. Record title to the land on the Effective Date appears to be vested in:

CENTRO NP HOLDINGS 12 SPE, LLC
4. Legal description of land:

Leasehold Esttae created and defined by that certain Lease Agreement, dated _____, by and between Brixmor Holdings 12 SPE, LLC, as Landlord, and HEB Groecery Company, LP, as Tenant, evidenced by Memorandum of Lease recorded under Document No. ____ of the Official Public Records of Harris County, Texas, and being more particularly described by Exhibit "A" attached hereto.

Note: The Company is prohibited from insuring the area or quantity of the Land. Any statement in the legal description contained in Schedule A as to area or quantity of land is not a representation that such area or quantity is correct but is for informal identification purposes and does not override Item 2 of Schedule B hereof.

Attachment: Sect 06 - Title (1508 : PH-HEB Planned Development)

SCHEDULE B**EXCEPTIONS FROM COVERAGE**

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from:

1. Item 1, Schedule B is hereby deleted in its entirety.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only).
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
 (Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year **2015**, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, *Texas Tax Code*, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year **2015**, and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy (T-2R). (Applies to Texas Short Form Residential Loan Policy (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

a. DELETED

- b. A ten foot (10') sewer easement as set forth in instrument dated January 20, 1955, recorded in Volume 2899, Page 246 of the Deed Records of Harris County, Texas, from Gerhard Herzog to the City of Bellaire, less and except therefrom that portion thereof described in Quitclaim Deed from City of Bellaire to Gerhard Herzog dated April 13, 1956, recorded in Volume 3139, Page 572 of the Deed Records of Harris County, Texas as shown and depicted on that certain survey, prepared by Paul A. Jurica, RPLS # 4264 of Brown & Gay Engineers, Inc. dated _____.
- c. A ten foot by one hundred foot (10' x 100') public utility easement, granted by instrument dated April 7, 1956, recorded in Volume 3139, Page 574 of the Deed Records of Harris County, Texas, from Gerhard Herzog to City of Bellaire, said easement adjoins the west line of Lot Seven (7) out of the north-south twenty-five foot (25') alley in said Block Thirty-six (36), the north line of which is thirty feet (30') south of the south line of Spruce Street as shown and depicted on that certain survey, prepared by Paul A. Jurica, RPLS # 4264 of Brown & Gay Engineers, Inc. dated _____.
- d. A twenty-five foot by thirty foot (25' x 30') public utility easement as set forth in instrument dated April 7, 1956, recorded in Volume 3139, Page 574 of the Deed Records of Harris County, Texas, from Gerhard Herzog to the City of Bellaire out of the twenty-five foot (25') north-south alley, the south line of which is one hundred ten feet (110') north of the north line of Cedar Avenue as shown and depicted on that certain survey, prepared by Paul A. Jurica, RPLS # 4264 of Brown & Gay Engineers, Inc. dated _____.
- e. A ten foot by forty-five foot (10' x 45') public utility easement as set forth in instrument dated July 24, 1958, recorded in Volume 3538, Page 517 of the Deed Records of Harris County, Texas, from G. Herzog to the City of Bellaire, located between Lots Ten (10) and Seventeen (17), the west line of which is one hundred fifty feet (150') east of the east line of Fifth Street as shown and depicted on that certain survey, prepared by Paul A. Jurica, RPLS # 4264 of Brown & Gay Engineers, Inc. dated _____.
- f. Encroachment of improvements into adjoining property pursuant to Boundary Line Agreement filed under Harris County Clerk's File No. D465677 regarding boundary between Lots Three (3) and Four (4) as shown and depicted on that certain survey, prepared by Paul A. Jurica, RPLS # 4264 of Brown & Gay Engineers, Inc. dated _____.
- g. DELETED.
- h. Lease by and between Jerry J. Moore and wife, Jean H. Moore dba as Jerry J. Moore Investments, as lessor, and H.E. Butt Grocery Company, as lessee, evidenced of record by Short Form Lease dated May 5, 1993 filed for record under Harris County Clerk's File No. P816766.
- i. Terms, conditions and provisions of that certain instrument entitled Conditional Dedication for Public Streets and Utilities, and exhibits thereto, dated May 6, 1993 by and between Jerry J. Moore and Jean H. Moore, as Grantors, and the City of Bellaire, as Grantee, filed for record under Harris County Clerk's File No. P241205.
- j. Terms, conditions and provisions of that certain instrument entitled Easement Agreement dated April 26, 1993 by and between Jerry J. Moore and wife, Jean H. Moore and Shady V. Investments filed for record under Harris County Clerk's File No. P462253; amended by instrument filed under P462254.

SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, subcontractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. **Deed of Trust executed by CENTRO NP HOLDINGS 12 SPE, LLC to Stanley E. Keeton, Trustee, dated July 28, 2010, recorded in/under Clerk's File No. 20100339257 of the Real Property Records of HARRIS County, Texas, securing JPMORGAN CHASE BANK, N.A. in the payment of one note in the principal sum of Four Hundred Eighty Five Million and 00/100 (\$485,000,000.00), due and payable and bearing interest as therein provided; and all the terms, conditions and stipulations contained therein, including, but not limited to, any additional indebtedness, if any, secured by said instrument. Additionally secured by Assignment of Leases and Rents recorded in/under Clerk's File No. 20100339258. (covers additional property)**

Said Note and Deed of Trust having been assigned to WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE IN TRUST FOR HOLDERS OF J.P. MORGAN CHASE COMMERCIAL MORTGAGE SECURITIES TRUST 2010-CNTR, COMMERCIAL MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2010-CNTR, by instrument dated September 13, 2010, recorded in/under Clerk's File No. 20100496736 of the Real Property Records of HARRIS County, Texas.
6. **UCC-1 Financing Statement executed by CENTRO HOLDINGS 12 SPE, LLC, Debtor, to JPMORGAN CHASE BANK, N.A., Secured Party, filed August 9, 2010, recorded in/under Clerk's File No. 20100339256, as amended by 20100496737 and 20120334006 of the Real Property Records of HARRIS County, Texas.**
7. **PROVIDED.**
8. **Ascertain who can execute instruments on behalf of record owner, and secure proof of their authority to act.**

NOTE FOR INFORMATION PURPOSES:

Title vested by Deed filed August 9, 2010 under Harris County Clerk's File No. 20100339293.

Attachment: Sect 06 - Title (1508 : PH-HEB Planned Development)

COMMITMENT FOR TITLE INSURANCE**SCHEDULE D**

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment
The following individuals are Directors and/or Officers of **Fidelity National Title Insurance Company, a California corporation**

Officers

President	Raymond Randall Quirk
Executive Vice President	Anthony John Park
Secretary	Michael Louis Gravelle
Treasurer	Daniel K. Murphy

Directors

Raymond Randall Quirk
Anthony John Park
Michael Louis Gravelle
Michael J. Nolan

Fidelity National Financial, Inc. owns 100% of FNTG Holdings, LLC, which owns 100% of Fidelity National Title Group, Inc. which owns 100% of Fidelity National Title Insurance Company.

2. The following disclosures are made by the Title Insurance Agent issuing this Commitment: FNF Charter Title Company d/b/a Charter Title Company
- a. The names of each shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows: **FNTG Holdings, LLC owns 100% of FNTS Holdings, LLC which owns 100% of FNF Charter Title Company d/b/a Charter Title Company.**
- b. Each shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1 %) or more of the Title Insurance Agent that will receive a portion of the premium are as follows: **FNTS Holdings, LLC owns 100% of FNF Charter Title Company d/b/a Charter Title Company.**
- c. The following persons are officers and directors of the Title Insurance Agent: FNF Charter Title Company d/b/a Charter Title Company
- | | |
|------------|--|
| Directors: | Anthony John Park |
| | Raymond Randall Quirk |
| Officers: | James A. Johnson, President and County Manager |
| | Raymond Randall Quirk, Chairman of the Board and Chief Executive Officer |
| | Anthony John Park, Executive Vice President |
| | Michael Louis Gravelle, Secretary |
| | Daniel Kennedy Murphy: Treasurer |
3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Owner's Policy	
Loan Policy	
Endorsements	
Other	\$
Total	

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
---------------	----------------	---------------------

The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.	El seguro de titulo le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el titulo de su propiedad.
The Commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The Commitment is a legal document. You should review it carefully to completely understand it before your closing date.	El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transaccion.

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

- MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown on Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

- EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-442-7067 or by calling the title insurance agent that issued the Commitment. The State Board of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the Policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

Charter Title Company

Affiliated Business Arrangement Disclosure Statement

Date:

To: Buyer/Borrower: HEB Grocery Company, LP
 Seller: CENTRO NP HOLDINGS 12 SPE, LLC

Re: ,
 TX

This is to give you notice that Charter Title Company, a subsidiary of Fidelity National Financial, Inc. has a business relationship with the settlement service providers listed below to which you have been referred. Each of the companies listed below is 100% owned directly or indirectly by Fidelity National Financial, Inc. Because of this relationship, this referral may provide Charter Title Company with a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed providers as a condition for the consummation of the transaction involving the above referenced property.

Settlement Service Provider	Type of Settlement Provided	Estimated Charge or Range of Charges
National TaxNet	Tax Information	\$22.50 to \$72.00 Including Sales Tax Add 5.00 per parcel over three parcels

There are frequently other settlement service providers available who offer similar services. You are free to shop around to determine that you are receiving the best services and the best rate for these services.

I/We have read this disclosure form and understand that Charter Title Company is referring me/us to purchase the above-described settlement services and may receive a financial or other benefit as the result of this referral.

Attachment: Sect 06 - Title (1508 : PH-HEB Planned Development)

DELETION OF ARBITRATION PROVISION
(Not Applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to **require arbitration** if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the Closing of your real estate transaction or by writing to the Company.

The Arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE

DATE

Attachment: Sect 06 - Title (1508 : PH-HEB Planned Development)

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

Collection and Use of Information

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type,

operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the [Third Party Opt Out](#) section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the [Third Party Opt Out](#) section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of online behavioral services through any one of the ways described below. After you opt-out, you

may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at www.aboutads.info.
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.youronlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

When Information Is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non- Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures.

The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information from Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the

Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices with Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

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EFFECTIVE AS OF: JANUARY 24, 2014

LAST UPDATED: JANUARY 24, 2014

HEB BISSONETT AT S. RICE
3.055 ACRES

JULY 22, 2014
JOB NO. 2823-01

DESCRIPTION OF A 3.055 ACRE TRACT OF LAND SITUATED
IN THE WILLIAM J. BROWN SURVEY, ABSTRACT NO. 132
AND THE JAMES BLESSING SURVEY, ABSTRACT NO. 162
CITY OF BELLAIRE, HARRIS COUNTY, TEXAS

BEING a 3.055 acre (133,077 square feet) tract of land situated in the William J. Brown Survey, Abstract No. 132 and the James Blessing Survey, Abstract No. 162, City of Bellaire of Harris County, Texas and being all of a called 3.06 acre tract of land as described in a deed to Centeramerica Capital Partnership, L.P. recorded under Harris County Clerk's File Number (H.C.C.F. No.) S654878 and being part of Block 36 of TOWN OF BELLAIRE a subdivision plat recorded under Volume 3 Page 59 of the Harris County Map Records (H.C.M.R.), said 3.055 acre tract of land described by metes and bounds as follows:

BEGINNING at a MAG Nail found on the south right-of-way line of Spruce Street (60 foot width) recorded under Volume 3, Page 59 H.C.M.R. and on the east right-of-way line of Fifth Street (60 foot width) recorded under Volume 3, Page 59 H.C.M.R. and being the northwest corner of the herein described tract;

THENCE, N 87°37'00" E, a distance of 315.00 feet along the south right-of-way line of said Spruce Street to a MAG Nail found on the west line of the remainder of a 25 foot wide right-of-way recorded under Volume 3, Page 59 H.C.M.R.;

THENCE, S 02°23'00" E, a distance of 30.00 feet along the west line of the remainder of said 25 foot wide right-of-way to a MAG Nail found for and interior corner of the herein described tract;

THENCE, N 87°37'00" E, a distance of 10.00 feet over and across said 25 foot wide right-of-way to a MAG Nail found on the east line of said 25 foot wide right-of-way and an interior corner of the herein described tract;

THENCE, N 02°23'00" W, a distance of 30.00 feet along the east line of said 25 foot wide right-of-way to a MAG Nail found on the south right-of-way line of said Spruce Street;

THENCE, N 87°37'00" E, a distance of 200.00 feet along the south right-of-way line of said Spruce Street to an "X" in concrete found for the northeast corner of the herein described tract;

THENCE, along the easterly lines of said 3.06 acre tract the following courses and distances:

S 02°23'00" E, a distance of 26.30 feet to an "X" in concrete found for and interior corner of the herein described tract, from which a found "X" in concrete bears N 13°23' W, 0.39 feet;

N 87°37'00" E, a distance of 0.75 feet to an "X" in concrete found for corner;

S 02°23'00" E, a distance of 94.50 feet to a MAG Nail found for corner;

S 87°37'00" W, a distance of 0.80 feet to a MAG Nail set for and interior corner of the herein described tract;

S 02°23'00" E, a distance of 14.20 feet to a MAG Nail found on a north line of a 10 foot wide right-of-way recorded under Volume 3, Page 59 H.C.M.R.;

HEB BISSONETT AT S. RICE
3.055 ACRES

JULY 22, 2014
JOB NO. 2823-01

THENCE, S 87°37'00" W, a distance of 78.46 feet along a north line of said 10 foot wide right-of-way to a MAG Nail found for an interior corner of the herein described tract;

THENCE, S 58°02'00" W, a distance of 20.26 feet over and across said 10 foot wide right-of-way to a MAG Nail found on a south line of said 10 foot wide right-of-way and being an interior corner of the herein described tract;

THENCE, N 87°37'00" E, a distance of 120.13 feet along a south line of said 10 foot wide right-of-way to a MAG Nail found on the northwest right-of-way line of Bissonnet Street (60 foot width) recorded under Volume 3, Page 59 H.C.M.R.;

THENCE, S 57°56'33" W, a distance of 313.09 feet along the northwest right-of-way line of said Bissonnet Street to a 1/2-inch iron pipe with a cap stamped "Brown & Gay" found on the north right-of-way line of the remainder of Cedar Street (width varies) recorded under Volume 3, Page 59 H.C.M.R. and being the most southerly southeast corner of the herein described tract;

THENCE, along the northerly right-of-way of said Cedar Street the following courses and distances:

S 87°37'00" W, a distance of 29.47 feet to a "X" in concrete set for the most southerly southwest corner of the herein described tract;

N 32°03'27" W, a distance of 8.01 feet to a 1/2-inch iron pipe with a cap stamped "Brown & Gay" set for an interior corner of the herein described tract, from which a found 5/8-inch iron rod bears N 03°12' E, 0.37 feet;

S 87°37'00" W, a distance of 243.54 feet to a 1/2-inch iron pipe with a cap stamped "Brown & Gay" set on the east right-of-way line of said Fifth Street and being the southwest corner of the herein described tract;

THENCE, N 02°23'00" W, a distance of 148.04 feet along the east right-of-way line of said Fifth Street to a MAG Nail found in a south line of said 10 foot wide right-of-way;

THENCE, N 87°37'00" E, a distance of 150.00 feet along a south line of said 10 foot wide right-of-way to a MAG Nail found for an interior corner of the herein described tract;

THENCE, N 02°23'00" W, a distance of 10.00 feet over and across said 10 foot wide right-of-way to a MAG Nail set on a north line of said 10 foot wide right-of-way and being an interior corner of the herein described tract;

THENCE, S 87°37'00" W, a distance of 150.00 feet along a north right-of-way line of said 10 foot wide right-of-way to a MAG Nail found on the east right-of-way line of said Fifth Street;

THENCE, N 02°23'00" W, a distance of 135.00 feet along the east right-of-way line of said Fifth Street to the **POINT OF BEGINNING** and containing 3.118 acres (135,827 square feet) of land **SAVE & EXCEPT** a 0.063 of one acre tract described as a called 0.06 acre tract of land in a deed recorded under H.C.C.F. No. S654878 and being more particularly described by metes and bounds as follows:

HEB BISSONETT AT S. RICE
3.055 ACRES

JULY 22, 2014
JOB NO. 2823-01

COMMENCING at a MAG Nail found on the northwest right-of-way of Bissonnet Street (60 foot width) recorded under Volume 3, Page 59 H.C.M.R. and being on a south line of a 10 foot wide right-of-way recorded under Volume 3, Page 59 H.C.M.R.;

THENCE, S 57°56'33" W, a distance of 252.49 feet along the northwest right-of-way line of said Bissonnet Street to the northeast corner of a called 0.1739 acre tract of land described as a right-of-way abandonment for Cedar Street (60 foot width) recorded under Volume 3, Page 59 H.C.M.R.;

THENCE, S 87°37'00" W, a distance of 4.63 feet along the north line of said 0.1739 acre tract to a 1/2-inch iron pipe with a cap stamped "Brown & Gay" set on the east line of a 25 foot wide right-of-way recorded under Volume 3, Page 59 H.C.M.R. for the **POINT OF BEGINNING** and being the southeast corner of the herein described tract;

THENCE, S 87°37'00" W, a distance of 25.00 feet along the north line of said 0.1739 acre tract to a MAG Nail set on the west line of said 25 foot wide right-of-way and being the southwest corner of the herein described tract;

THENCE, N 02°23'00" W, a distance of 110.00 feet along the west line of said 25 foot wide right-of-way to a MAG Nail set for the northwest corner of the herein described tract;


THENCE, N 87°37'00" E, a distance of 25.00 feet over and across said 25 foot wide right-of-way to a MAG Nail set on the east line of said 25 foot wide right-of-way and being the northeast corner of the herein described tract;

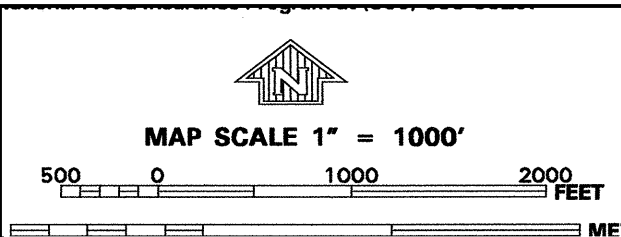
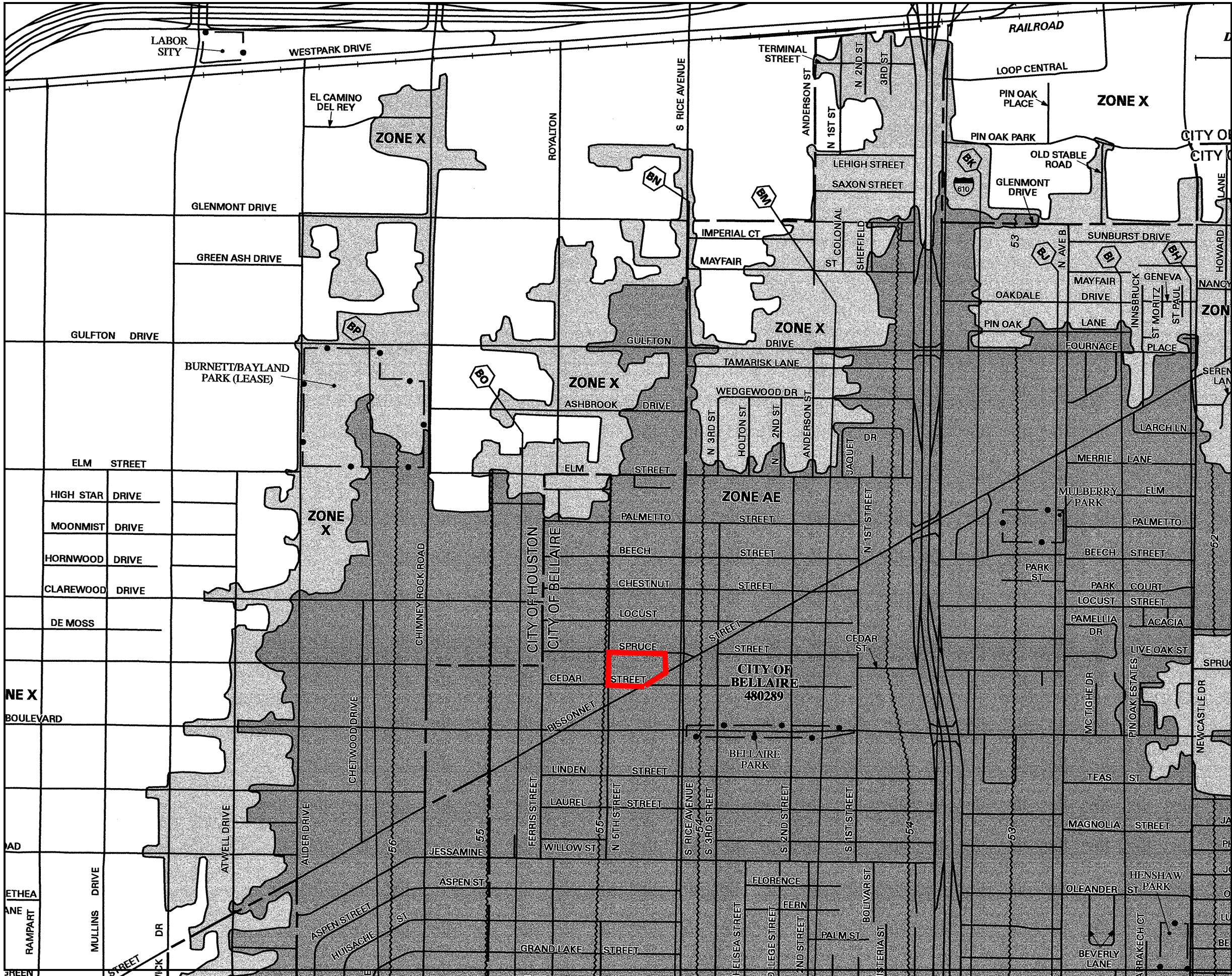
THENCE, S 02°23'00" E, a distance of 110.00 feet along the east line of said 25 foot wide right-of-way to the **POINT OF BEGINNING** and containing 0.063 acres (2,750 square feet) of land.

The herein described 3.118 acre tract Save & Except the herein described 0.063 acre tract combine for a net total of 3.055 acres of land.

Bearing orientation is based on the Texas State Plane Coordinate System, South Central Zone 4204, NAD-83.




Paul A. Jurica Jr. RPLS No. 4264
Brown & Gay Engineers, Inc.
10777 Westheimer Road, Suite 400
Houston, Texas 77042
Telephone: (281) 558-8700
TBPLS Licensed Surveying Firm No. 10106500



NATIONAL FLOOD INSURANCE PROGRAM

FEDERAL EMERGENCY MANAGEMENT AGENCY


PANEL 0855L

FIRM
FLOOD INSURANCE RATE MAP
HARRIS COUNTY,
TEXAS
AND INCORPORATED AREAS

PANEL 855 OF 1150
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
HOUSTON, CITY OF	480288	0855	L
BELLAIRE, CITY OF	480289	0855	L
WEST UNIVERSITY PLACE, CITY OF	480318	0855	L
SOUTHSIDE PLACE, CITY OF	480312	0855	L



MAP NUMBER
48201C0855L

MAP REVISED:
JUNE 18, 2007

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

CITY OF BELLAIRE ENVIRONMENTAL ASSESSMENT FORM

PROJECT

Subdivision Name: HEB Rice and Bissonnet	
Location (Address or major crossroads/boundary streets); 5106 Bissonnet Street, Bellaire, Texas 77401	
Project valuation/cost:	
Any foreseen zoning issues? (if yes, describe.) Requesting re-zoning of project site, from Urban Village Downtown (UVD) to Planned Development (PD)	

OWNER

Name: HEB	
Address: 3890 Northwest Highway, Suite 300 Dallas, Texas 75220	
Phone: (214) 680-7600	Email: rose.john@heb.com

PROJECT ENGINEER (OR SURVEYOR IF NO ENGINEER)

Name: E. Benton Schmaltz	
Address: 10777 Westheimer Road, Suite 400 Houston, Texas 77042	
Phone: (281) 558-8700	Email: bschmaltz@browngay.com

Is project residential, commercial, or mixed use?	Commercial
Multi-phased project? (If yes, include a site plan detailing phases including estimated timeline.)	No
<i>Project area as residential</i>	
Number of square feet?	
Number of single-family, attached lots?	
Number of single-family, detached lots?	
Number of multi-family units?	
Overall density of residential area?	
<i>Project area as commercial</i>	
Number of square feet?	70,000 S.F.
Percentage Office?	
Percentage Retail?	
Percentage Other (detail)? Grocery Store	70,000 S.F.
<i>Include a letter from owner/project engineer addressing the following: utility needs, detention requirements, thoroughfare impacts, any environmental issues, and impact of construction on surrounding community.</i>	


Signature of Applicant


Date

This analysis assists the City in reviewing your proposed project. Providing the most accurate information will facilitate a better development for both you and the City.
Additional information may be required throughout the development process.

SPRUCE STREET

FIFTH STREET

CEDAR STREET

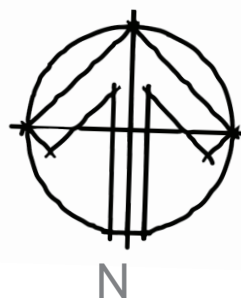
CEDAR STEET

S. RICE AVE.

BISSONNET STREET

H-E-B

70,000 SF



CONFIDENTIAL - IN PROGRESS

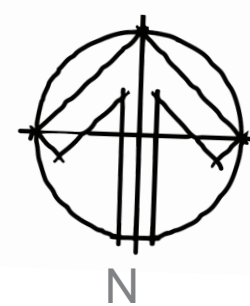
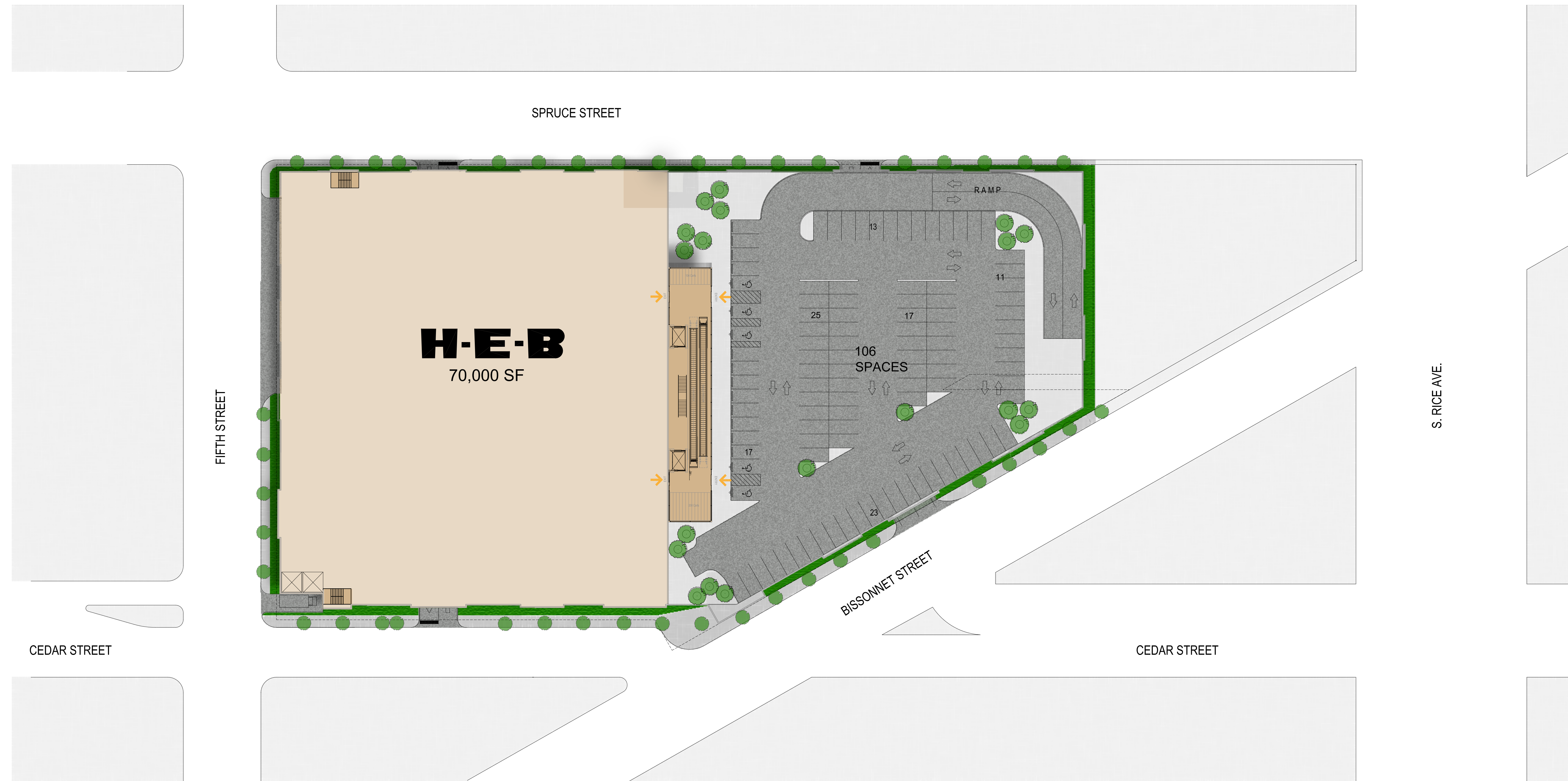
Ground Level

Ground Level Parking - 266 Cars
Second Level Parking - 106 Cars
Total Parking - 372 Cars
Ratio 1:188
3.3 Acres



HEB - Rice and Bissonnet - Ground Level

DATE:
2/20/2015
DRAWN BY:
LDP
SCALE:
1" = 1/32"



CONFIDENTIAL - IN PROGRESS
Second Level

Ground Level Parking - 266 Cars
Second Level Parking - 106 Cars
Total Parking - 372 Cars
Ratio 1:188
3.3 Acres





CONFIDENTIAL - IN PROGRESS

Elevations



HEB - Rice and Bissonnet

DATE
2/20/2015
5:53:52 PM
DRAWN BY
LDP
SCALE
As indicated



HEB - Rice and Bissonnet

DATE
2/20/2015
5:46:56 PM
DRAWN BY
LDP
SCALE
1" = 10'-0"



① East
1" = 10'-0"

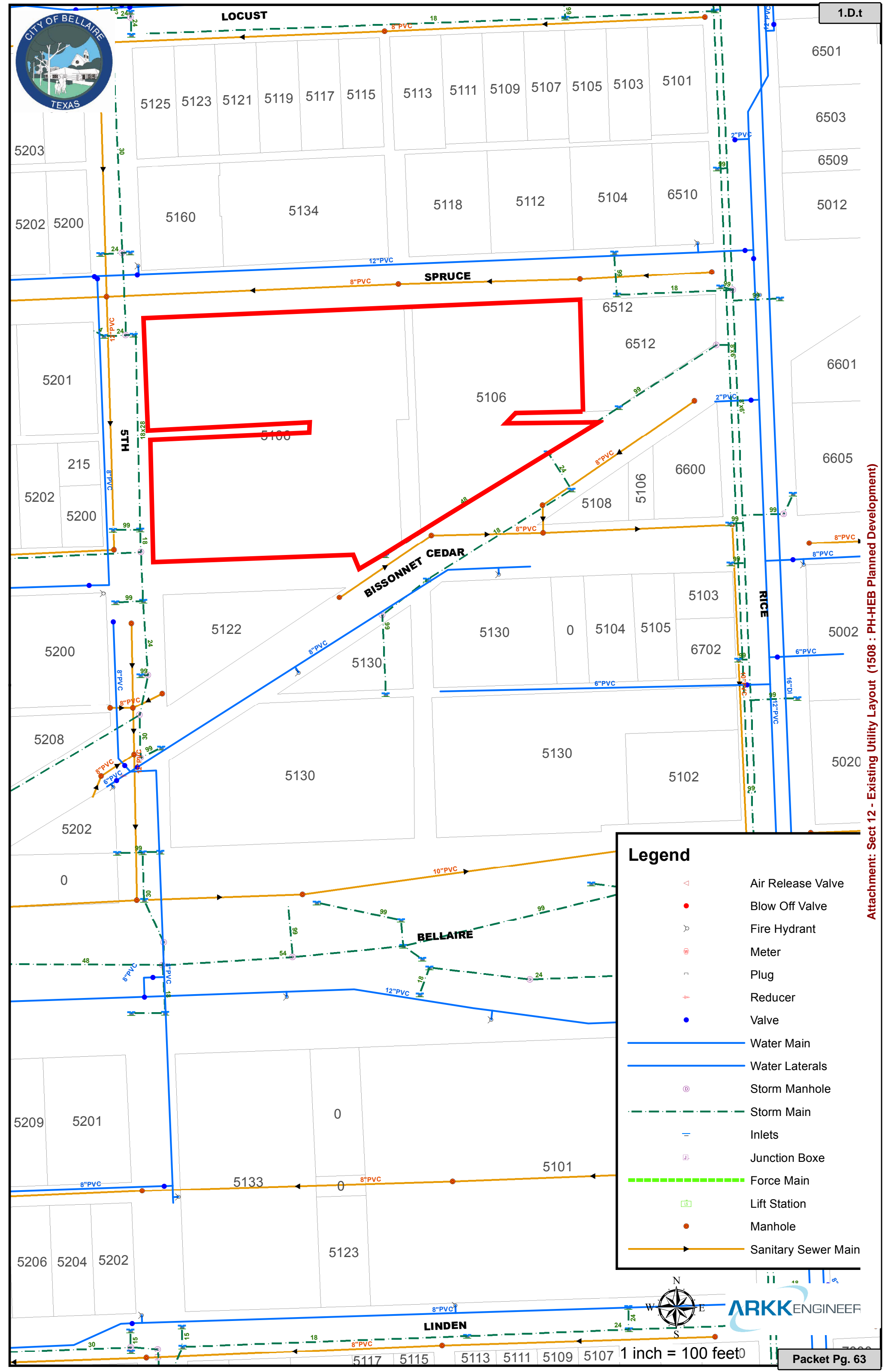


② West
1" = 10'-0"

Screening Hedge

CONFIDENTIAL - IN PROGRESS

Elevations



MEMO

TO: John McDonald
City of Bellaire

FROM: Colby W. Wright, P.E., PTOE
Traffic Division Manager, Jones & Carter, Inc.

DATE: February 5, 2015

RE: 5106 Bissonnet Street – HEB Development – Traffic Impact Analysis

Jones & Carter, Inc. has reviewed the Traffic Impact Analysis (TIA) for the 5106 Bissonnet Street – HEB Development. The current land use for the project site is approximately 35,000 sf of supermarket and 19,000 sf of shopping center. The proposed land use for the site will include a 2 level parking structure and 70,000 sf of supermarket, which will result in increased trip generations for the site.

The report includes the following recommendations:

- Re-time the traffic signal at Bissonnet Street at South Rice Avenue in the AM and PM peak hours.
- Re-time the traffic signals for the entire Bellaire “Triangle” to optimize for progression offsets. The Bellaire “Triangle” signals include Bissonnet Street at Bellaire Boulevard, Bissonnet Street at Fifth Street, Bissonnet Street at South Rice Avenue, Bellaire Boulevard at South Rice Avenue and Bellaire Boulevard at Mapleridge Street.
- The following should be done for Driveway #1 on Bissonnet Street: add a right-turn lane with 100 feet storage and 100 foot taper, relocate and/or delete the driveway, or change the internal ramp access to minimize queue spillover onto Bissonnet Street.
- Proposed sidewalks should be built around the project site.

Jones & Carter offers no objections to further permitting of the project provided the recommendations in the report are performed by the developer at no cost to the City of Bellaire with the following comments:

- The proposed traffic signal timing plans should be submitted to the City of Bellaire for review and approval prior to implementation by the developer.
- Proposed Driveway #1 on Bissonnet Street should be relocated approximately 50 feet to the west at better align with the existing development driveway on the south side of Bissonnet Street. This will eliminate potential left-turn conflicts that may occur with two offset driveways in the existing two-way-left-turn-lane.
- Provide recommended improvements as necessary to ensure that there is no queue spillover from Driveway #1 onto Bissonnet Street.

TRAFFIC IMPACT ANALYSIS

HEB DEVELOPMENT

Bellaire, Texas



Prepared for:
HEB Strategic Design Group

January 2015

THESE DOCUMENTS ARE FOR
INTERIM REVIEW AND NOT
FOR CONSTRUCTION, BIDDING
OR PERMIT PURPOSES.

RESPONSIBLE ENGINEER:
ISAAC F. JOSKOWICZ, P.E.
TEXAS REGISTRATION NO. 67445
BROWN & GAY ENGINEERS, INC.
TBPE FIRM REGISTRATION NO. 1046

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

Executive Summary

As requested by HEB Development, Brown & Gay Engineers, Inc. has conducted a traffic impact analysis for the proposed development consisting of Supermarket space in Bellaire, Texas. The purpose of the study was to determine the potential impacts to traffic operations in the area related to the proposed development. The site is located along Bissonnet Street on the north side between 5th Street on the west and S. Rice Avenue on the east. It is expected that the development will be open by 2019.

Study Area

The study area is located on the north side of Bissonnet Street between 5th Street on the west and S. Rice Avenue on the east in Bellaire, Texas. The proposed site can be accessed from IH69/US 59 from the north, Beechnut Street from the south, IH 610 from the east, and Bellaire Blvd from the west.

The proposed development will consist of supermarket with 70,000 sf (70 ksf) of space. The development will have four (4) driveways; the first (1) driveway (DW #1) will be on Bissonnet St, two (2) driveways (DW #3 and 4) will be located on Spruce St and one (1) driveway will be on Cedar St (DW #2), they will consist of left out and right out movements.

Trip Generation

The Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 9th Edition was used to estimate the project-generated trips classified under daily, AM, and PM peak hours on a typical weekday. The average rates provided by the Trip Generation Manual were considered adequate for this type of development and surrounding area. The current land use for the project site is approximately 35,000 sf of supermarket and 19,000 sf of shopping center space. The existing trip generations are 137 trips during the AM peak, 429 trips during the PM peak, and 4,390 trips per day by the existing site. The total site generation trips were used in the capacity analysis for the proposed driveway conditions. Based on the trip generation, there will be a total of 238 trips during the AM peak, 664 trips during the PM peak, and 7,157 trips per weekday by the development. The total site generation trips that were used in the capacity analysis for the intersections conditions were determined by removing the current trips from the proposed trips. Based on the trip generation, there will be a total of 101 trips during the AM peak, 234 trips during the PM peak, and 2,767 trips per weekday by the development.

Analysis

There are three analysis scenarios conducted to evaluate the study intersection for each of the two peak hour analysis periods, AM and PM peak. The analysis scenarios are the following:

1. "Existing" Conditions
2. "Year 2019 Background Traffic" Conditions
3. "Year 2019 Total Traffic" Conditions

Under the existing conditions and the current signal timing at Bissonnet St. at S. Rice Ave. intersection, the AM and PM levels of service "D" are currently acceptable. The worst movement at Bissonnet St. and S. Rice Ave. are the eastbound left in the AM peak with LOS F (264.7 sec/veh of delay) and PM peak with LOS E (73.4 sec/veh of delay). Another movement is the northbound left in the AM peak with LOS F (80.6 sec/veh of delay) and PM peak with LOS E (79.6 sec/veh of delay). The existing conditions at Bissonnet St. and 5th St. Intersection show that the AM and PM LOS are "B" or better and are acceptable. The unsignalized intersections of Bissonnet Street at Cedar Street (South), Cedar Street at 5th Street, Spruce Street at 5th Street, Spruce Street at S. Rice Ave are at an acceptable LOS C for the worst movement.

Based on the current signal timing and additional volumes generated for the traffic growth, the LOS is “E” for the AM peak hour and “D” for the PM peak hour for Bissonnet St. at S. Rice Ave.. The delay increased by over 6 seconds for the AM and PM peak hours. The LOS for the intersection of Bissonnet St at 5th St. maintained a LOS “B” or better for both AM and PM peak hour. The unsignalized intersections of Bissonnet Street at Cedar Street (South), Cedar Street at 5th Street, Spruce Street at 5th Street, Spruce Street at S. Rice Ave, all maintained an acceptable LOS and only had minimal delay increases

Based on the current signal timing and additional volumes generated for the traffic growth and site traffic, the LOS was maintained at an “E” for the AM peak hour and “D” for the PM peak hour for Bissonnet St. at S. Rice Ave. The delay decreased by 2 seconds in the AM peak and increased by over 2 seconds for the PM peak hours. The LOS for the intersection of Bissonnet St at 5th St. maintained at a “B” for the AM and PM peak hour. The unsignalized stop-controlled intersections of Bissonnet Street at Cedar Street (South), Cedar Street at 5th Street, Spruce Street at 5th Street, Spruce Street at S. Rice Ave, all maintained an acceptable LOS and only had minimal delay increases.

Recommendations

This development will have minimal impact to the residential neighborhood to the north of the project site. The site is served by two major arterial, Bissonnet Street and South Rice Avenue, as well as a good collector street system around the site, which include 5th Street, Spruce Street, and Cedar Street, which will minimize the need for vehicles to cut through the neighborhoods to get to the site.

Only one of the intersections and driveways that were analyzed for this project have triggered the need for mitigation. The intersection of Bissonnet St. at S. Rice Ave. operates at LOS “E” during the AM peak hour in the background and proposed site total conditions. This intersection operates at the determined LOS of “E” with a delay of 56.7 sec/veh. Re-timing this signal would allow this intersection to operate at a LOS “C” during AM and LOS “D” during the PM peak periods. Re-timing the intersection will decrease the background queue of 233 ft. to 226 ft. for the northbound turn lane. The required storage for the northbound left-turn lane was determined by using the 95th percentile queue lengths from Synchro 7 outputs.

Adjusting timings on Bissonnet St. at S. Rice Ave. would impact the City of Bellaire’s traffic signals progression to the east and west along the traffic signal subsystem. Re-timing should also include optimizing for progression offsets for the entire Bellaire "Triangle" traffic signal subsystem, which is composed of: Bissonnet St. at Bellaire Blvd., Bissonnet St. at 5th St., Bissonnet St. at S Rice Ave., Bellaire Blvd. at S Rice Ave. and Bellaire Blvd. at Mapleridge St.

The proposed locations of the driveways around the development will distribute the additional site traffic adequately with minimal impact to the existing street network, except for Proposed Driveway #1. Driveway #1 will be too close to the internal parking ramp to the second floor, which will cause an internal conflict and queues to spill onto Bissonnet Street. Therefore, the following should be done for Driveway #1: add a right-turn lane with 100-ft storage and 100-ft taper, relocate and/or delete the driveway, or change the internal ramp access to minimize queue spillover onto Bissonnet Street.

It is recommended that proposed sidewalks should be built around the project site, since this is in the central business area of the city.

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1.0 Introduction

The purpose of this report is to document a traffic impact analysis for a supermarket development (HEB Grocery), to be located on the north side of Bissonnet Street between 5th Street on the west and S. Rice Avenue on the east in Bellaire, Texas. The supermarket will have 70,000 sf of space with a 2 level parking structure. Bissonnet Street connects to IH 610 approximately ½ mile to the east and to Bellaire Boulevard approximately ¼ miles to the west. S. Rice Avenue runs north to south and connects to US 59/IH 69 approximately 1 ¼ mile to the north.

The existing land use for the proposed development consist of a HEB Supermarket with approximately 35,000 sf and a shopping center with approximately 19,000 sf of space. The existing supermarket and shopping center are one story and face Bissonnet Street. The proposed land use for the study area will be a 70,000 sf of supermarket retail space. The trip generations for the proposed land use are 238 trips during the AM peak, 664 trips during the PM peak, and 7,157 trips per day by the development.

This traffic impact analysis takes into account a background growth of 2% of the existing traffic on Bissonnet Street and S. Rice Avenue based on historical traffic counts in the area and the previous Traffic Impact Analysis done for the 4301 Bellaire Boulevard Development on Bellaire Blvd. The development is expected to be fully occupied by year 2019. Therefore, 2019 was used as the design year for this study.

1.1 Traffic Impact Analysis Background and Requirements

This traffic impact analysis intends to provide an assessment of the key traffic circulation impacts in order to identify the necessary transportation infrastructure needed to accommodate the proposed development generated travel demand. The analysis contained in this report focuses on the traffic operating conditions at the following intersections; Bissonnet Street at S. Rive Ave., Bissonnet Street at 5th Street, Bissonnet Street at Cedar Street (South), Cedar Street at 5th Street, Spruce Street at 5th Street, Spruce Street at S. Rice Ave. and on the proposed driveways (4 total) to access the project site.

1.2 Data Sources

Initial tasks of this traffic study include evaluating existing traffic volumes surrounding the project vicinity and determining patterns and/or traffic flow distributions. Traffic counts were performed by C. J. Hensch & Associates, who was a sub-consultant on this project. The traffic count data sheets are provided in **Appendix A**. The historical counts in the area were obtained from City of Bellaire for the year 2006. The traffic map obtained from the City of Bellaire website is provide in **Appendix A**. Historical traffic data obtained from the City of Houston indicates that the average daily traffic volume on Bissonnet Street east of Chimney Rock (located approximately ½ mile west of the study site) was 21,273 vehicles in Year 2013.

2.0 Study Area

The study area is located on the north side of Bissonnet Street between 5th Street on the west and S. Rice Avenue on the east in Bellaire, Texas. The proposed site can be accessed from IH69/US 59 from the north, Beechnut Street from the south, IH 610 from the east, and Bellaire Blvd from the west. A project location map is shown in **Figure 1**.

2.1 Existing Land Use

The existing land use for the proposed development consist of an existing HEB Supermarket with approximately 35,000 sf and a shopping center with approximately 19,000 sf of space located to the east of the supermarket. The existing trip generations from the existing land use are 137 trips during the AM peak, 429 trips during the PM peak, and 4,390 trips per day by the existing site.

Table 1: Existing Trip Generation Analysis Summary for Project

Current Land Use	KSF	ITE Code	Daily Trips	Trip Generation					
				AM Peak			PM Peak		
				Total	Entering	Exiting	Total	Entering	Exiting
Retail									
Shopping Center	19.000	820	811	18	11	7	70	34	37
Supermarket	35.000	850	3,578	119	74	45	359	183	176
Current Total Trip Generation			4,390	137	85	52	429	217	213

1. ITE Trip Generation Rates
- 9th Edition

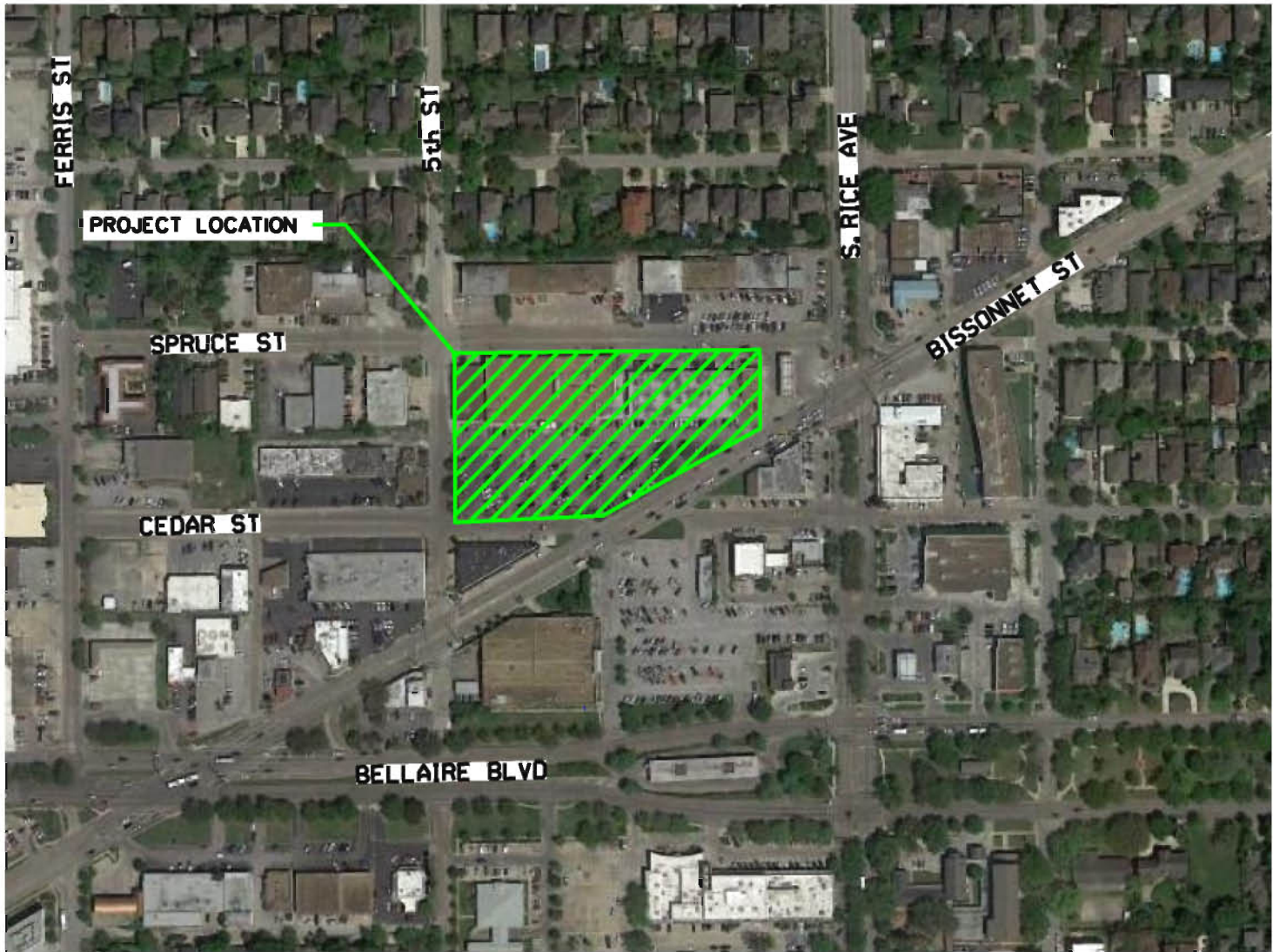
A site location map showing the proposed site and the study intersections, is provided in **Figure 2**.

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2.2 Proposed Development

The proposed development will consist a supermarket on the western most part of the project site with 70,000 sf (70 ksf) of space and a 2 level parking structure. The development will have four (4) driveways; the first driveway (DW #1) will be the main entrance to the development and is located on Bissonnet Street, the second driveway (DW #2) is located on Cedar Street and two driveways (DW #3 and DW #4) will be located on Spruce Street. All proposed driveways will consist of right/left in and out movements. The site plan of the proposed development is shown in **Figure 3A and 3B**.

2.3 Existing Roadway Conditions and Traffic Volumes

This section describes the geometry and traffic characteristics of the existing roadways within the vicinity of the project. The study intersections Bissonnet Street at S. Rive Avenue and Bissonnet Street at 5th Street are signalized intersections. The study intersections of Bissonnet Street at S. Rive Ave., Bissonnet Street at 5th Street, Bissonnet Street at Cedar Street (South), Cedar Street at 5th Street, Spruce Street at 5th Street, and Spruce Street at S. Rice Ave. are all unsignalized intersections. In order to evaluate the existing traffic operations, it is necessary to analyze the existing roads. The roads that will currently provide traffic circulation within the project study area are described below.

2.3.1 Bissonnet Street

Bissonnet Street is an east-west major thoroughfare. In the study area, Bissonnet Street has two lanes in each direction with a two-way turn lane (TWTL) in the middle. Left turn lanes are located at all major intersections. The posted speed limit on Bissonnet Street in the study area is 35 mph. The eastbound and westbound left-turn lane have over 100 feet of storage due to the TWTL along Bissonnet Street. This roadway serves as a major connection between the IH 610 to the east and IH 69/US 59 on the west. The current ADT count taken from City of Houston GIMS (<http://www.gims.houstontx.gov/PortalWS/MainPortal.aspx>) showed that 21,273 vehicles traveled on Bissonnet Street at Chimney Rock.

2.3.2 South Rice Avenue

S. Rice Avenue is a north-south arterial. In the study area, S. Rice Ave. has two lanes in each direction divided by a landscaped median between Bissonnet Street and Bellaire Blvd. It becomes a four-lane undivided roadway approximately 300 feet north of Bissonnet St., and also becomes a four-lane undivided roadway approximately 1000 feet south of Bissonnet St. The posted speed limit on S. Rice Ave. in the study area is 35 mph. S. Rice Ave. has a northbound left-turn lane and a southbound left turn lane at the intersection with Bissonnet St. The northbound left-turn lane has 120 feet of storage, while the southbound left-turn lane has 120 feet of storage and 100 foot taper. This roadway serves as a major connection between the IH 69/US 59 to the north and Beechnut St. on the south. The current ADT count taken from City of Houston GIMS (<http://www.gims.houstontx.gov/PortalWS/MainPortal.aspx>) showed that 12,381 vehicles traveled on S. Rice St. at Elm St.

2.3.3 S. Cedar Street

Cedar Street is an east-west collector. In the study area, Cedar St. has one lane in each direction and is undivided. There is no posted speed limit on Cedar St. in the study area. This roadway serves as a connection between the Bissonnet St. to the east and Ferris St. on the west. There is no current ADT count available on Cedar St.

2.3.4 5th Street

5th Street is a north-south collector. In the study area, 5th St. has one lane in each direction and is undivided. There is no posted speed limit on 5th St. in the study area. This roadway serves as a connection between the Bissonnet St. to the south and Residential houses on the north. There is no current ADT count available on 5th St.

2.3.5 Spruce Street

Spruce Street is an east-west collector. In the study area, Spruce St. has one lane in each direction and is undivided. There is no posted speed limit on Spruce St. in the study area. This roadway serves as a connection between the S. Rice Ave. to the east and Ferris St. on the west. There is no current ADT count available on Spruce St.

2.3.6 Existing Driveways

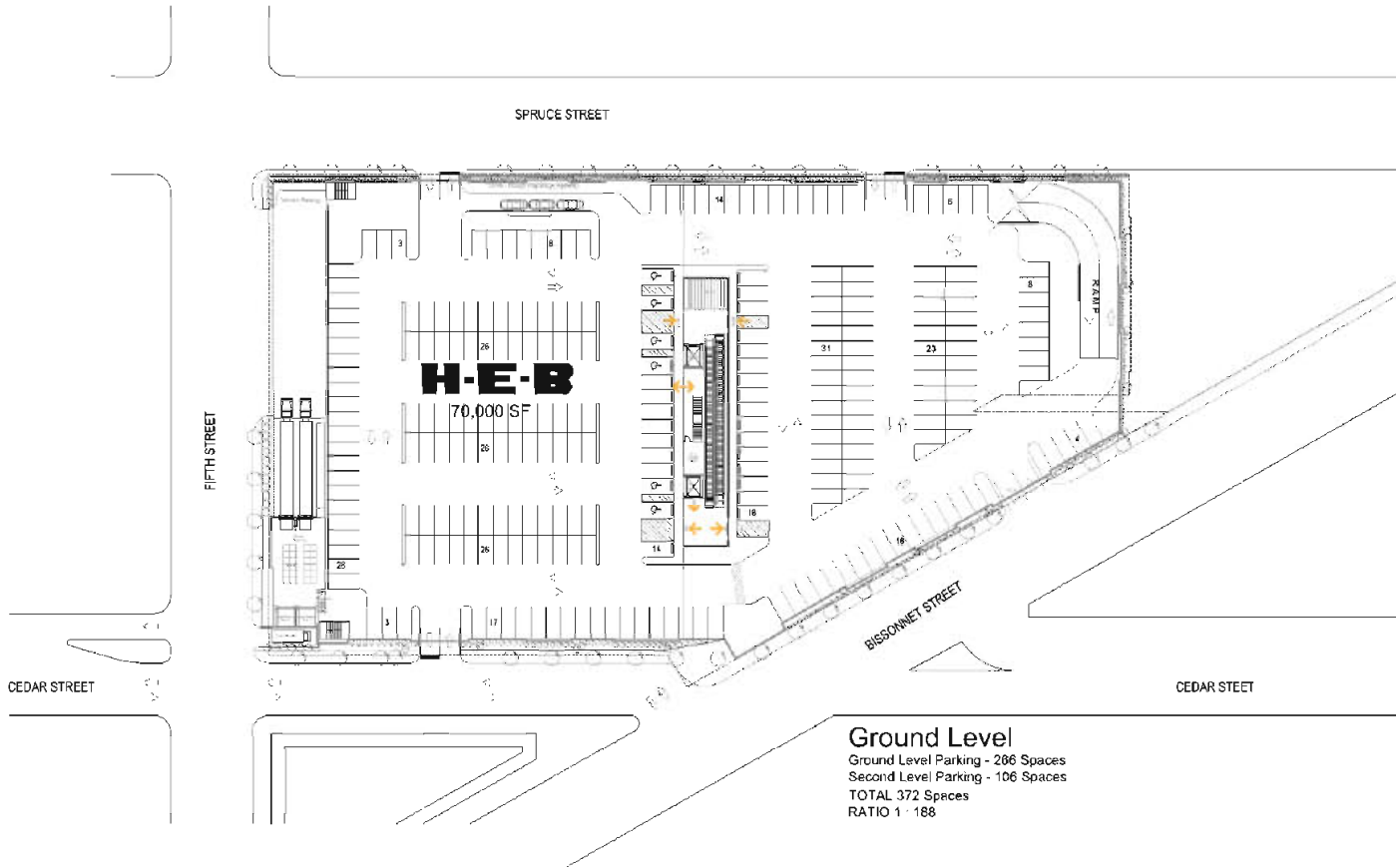
All the existing driveways to the site currently operate adequately with the current street system. All existing driveways are single lane with a right/left out and in movements. Existing Driveway #1 (EXDW #1) currently operates as the sites main driveway access. The existing site is shown in **Figure 4**.

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Ground Level
 Ground Level Parking - 206 Spaces
 Second Level Parking - 106 Spaces
 TOTAL 372 Spaces
 RATIO 1 - 188



CONFIDENTIAL - IN PROGRESS

Schematic Plan - Ground Level

1/24" = 1'

1

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HEB Rice & Bissonnet Ground Level

DATE: January 2015
 DRAWN BY: BGE
 SCALE: 1/24" = 1'

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**HEB DEVELOPMENT
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 GROUND LEVEL
 HOUSTON, TEXAS**

DATE: JAN 2015

FIGURE: 1

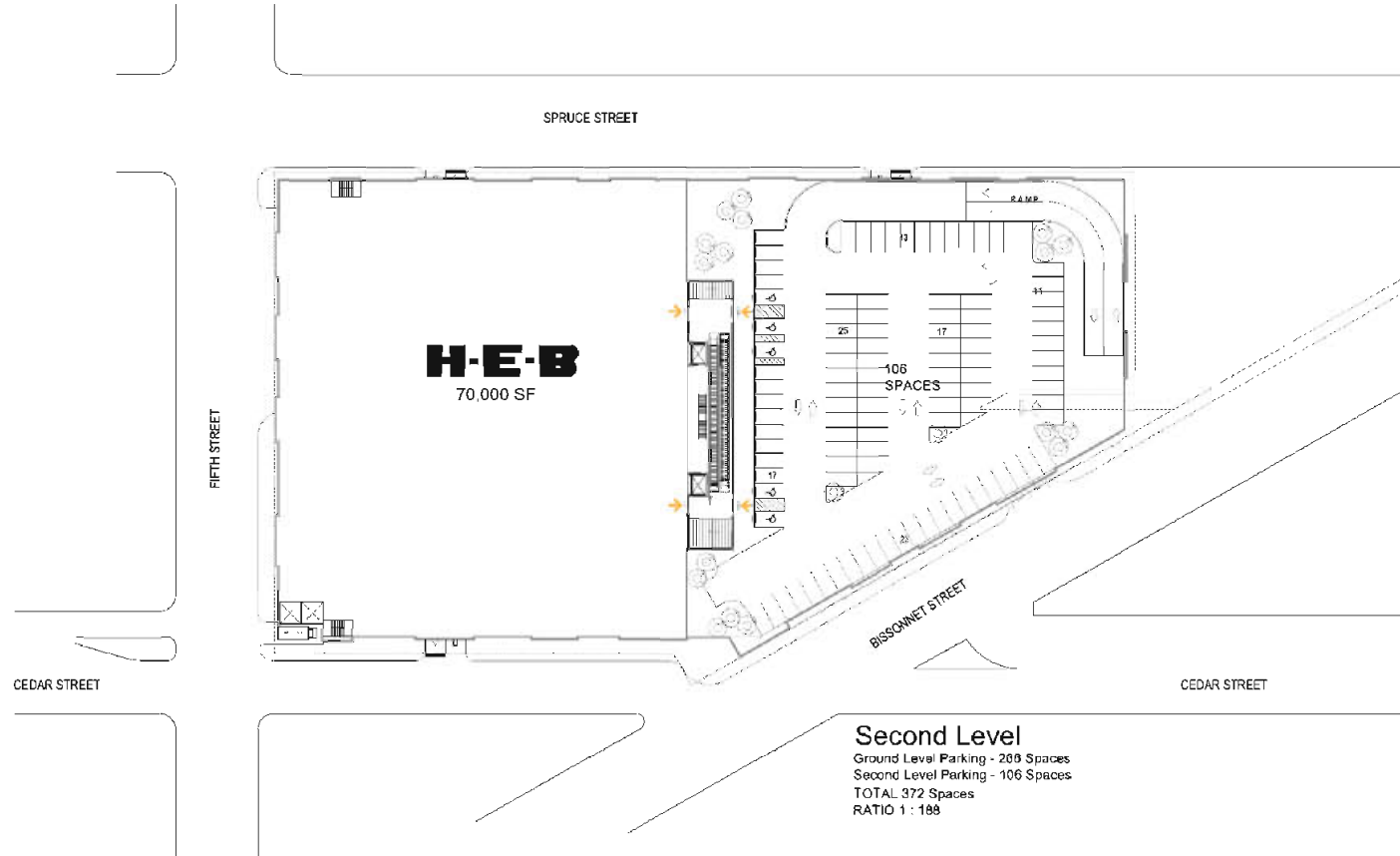
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Second Level

Ground Level Parking - 268 Spaces
Second Level Parking - 106 Spaces
TOTAL 372 Spaces
RATIO 1 : 188



CONFIDENTIAL - IN PROGRESS

Schematic Plan - Second Level

1/8" = 1'

1
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HEB Rice & Bissonnet Ground Level

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SECOND LEVEL
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FIGURE:

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Packet Pg. 77

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

2.3.4 Peak Hour Traffic Volumes

Turning movement counts were taken on Wednesday, December 17, 2014 from 6:30AM to 8:30 AM for the AM peak and from 4:30 PM to 6:30 PM for the PM peak period. **Figure 4** shows existing traffic movement counts for the peak hour periods at the study intersections along Bissonnet Street, S Rice Avenue., Cedar Street, Spruce Street and 5th Street. The significant volumes on Bissonnet Street are 173 left-turning vehicles from eastbound onto S. Rice Avenue in the AM, 124 northbound left-turning vehicles from S. Rice Avenue in the PM, 118 left turning vehicles from southbound 5th Street in the PM, 73 southbound left-turning vehicles on Cedar Street onto Bissonnet in the PM and 73 southbound left-turning vehicles on Cedar Street onto Bissonnet in the PM.

3.0 Analysis

This section includes the trip generation, trip assignment, trip distribution, and pedestrian traffic volumes for the study intersections and the proposed four site driveways. The project site trip generation has been estimated utilizing the trip generation rates contained in the Institute of Transportation Engineers (ITE) publication *Trip Generation (9th Edition)*. The capacity analyses were performed using the methodology from the 2010 *Highway Capacity Software for unsignalized* and the software program *Synchro 7 for signalized*.

3.1 Trip Generation

The Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 9th Edition was used to estimate the project-generated trips classified under daily, AM, and PM peak hours on a typical weekday. The average rates provided by the Trip Generation Manual were considered adequate for this type of development and surrounding area. Therefore, during the weekday AM and PM peak period, no reduction in trips were considered for transit or pedestrian modes. In addition, no adjustments for internal capture were made for the subject development. **Table 2** shows a summary of the project trip generation. **Appendix B** shows the estimated trip generation rates for the proposed development.

Table 2: Trip Generation Analysis Summary for Project

Land Use	KSF	ITE Code	Trip Generation						
			Daily Trips	AM Peak			PM Peak		
				Total	Entering	Exiting	Total	Entering	Exiting
Retail & Service									
Supermarket	70.000	850	7,157	238	148	90	664	338	325
Total Trip Generation			7,157	238	148	90	664	338	325
Pass By Trips Reduction		Pass By							
Supermarket	70.000	36%	2,576	86	53	33	239	122	117
Total Pass By Trips			2,576	86	53	33	239	122	117
Total Trip Generation w/ Pass By Reduction			4,580	152	94	58	425	217	208

1. ITE Trip Generation Rates - 9th Edition

2. Pass-by rates from ITE Trip Generation Handbook - 2nd Edition

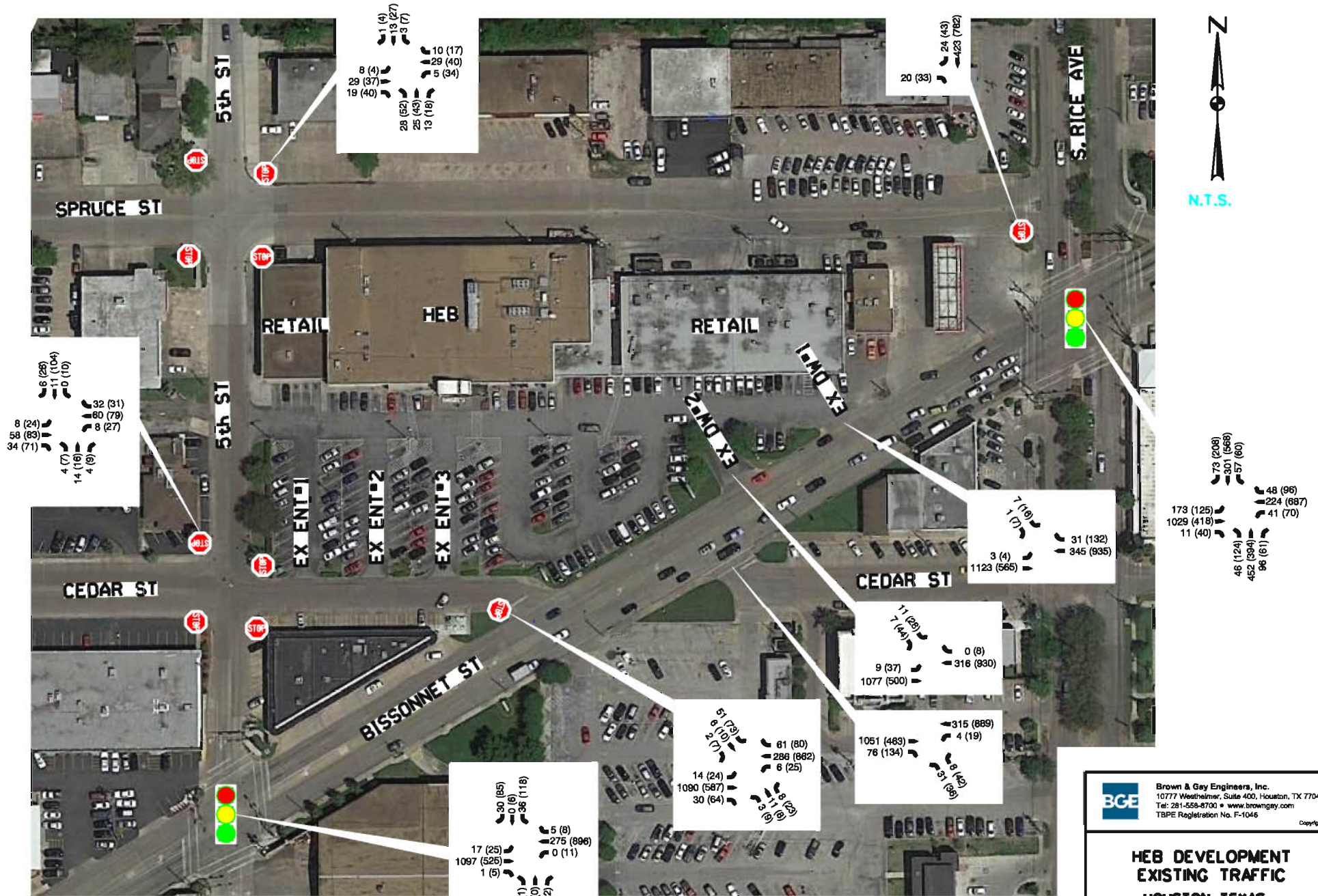
3. Pass By Rates - 36 % of Supermarket trips.

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The current land use for the project site is approximately 35,000 sf of supermarket and 19,000 sf of shopping center space. The existing trip generations are 137 trips during the AM peak, 429 trips during the PM peak, and 4,390 trips per day by the existing site. **Table 3** shows a summary of the Proposed vs. Current project trip generation analysis. **Appendix B** shows the estimated trip generation rates for the proposed development.

The total site generation trips were used in the capacity analysis for the proposed driveway conditions. Based on the trip generation, there will be a total of 238 trips during the AM peak, 664 trips during the PM peak, and 7,157 trips per weekday by the development.

The total site generation trips that were used in the capacity analysis for the intersections conditions were determined by removing the current trips from the proposed trips. Based on the trip generation, there will be a total of 101 trips during the AM peak, 234 trips during the PM peak, and 2,767 trips per weekday by the development. **Table 3** shows a summary of the Proposed vs. Current project trip generation analysis. **Appendix B** shows the estimated trip generation rates for the proposed development.

Table 3: Proposed vs. Current Conditions Trip Generation Analysis

Total Trips	Daily Trips	Trip Generation					
		AM Peak			PM Peak		
		Total	Entering	Exiting	Total	Entering	Exiting
Proposed Total Trip Generation	7,157	238	148	90	664	338	325
Current Total Trip Generation	4,390	137	85	52	429	217	213
Proposed Total Trip Generation minus Current Trip Generation	2,767	101	62	38	234	122	113

3.2 Trip Distribution and Trip Assignment

The directional trip distribution and assignment of project-generated trips were estimated based on an understanding of the existing and projected future traffic flows and travel patterns within the vicinity of the project site and nearby residential area. The estimated directional trip distribution is shown on **Figure 5** and is as follows:

- Twenty percent (20%) to/from north on S. Rice
- Fifteen percent (15%) to/from south on S. Rice
- Twenty-five percent (20%) to/from east on Bissonnet St.
- Twenty percent (20%) to/from west on Bissonnet St.
- Ten percent (10%) to/from north on 5th St.
- Ten percent (10%) to/from south on 5th St
- Five percent (5%) to/from north on Ferris St.

Forty percent of the trips generated by the development are anticipated to travel through Bissonnet Street to access the development. This is due to the access availability on the four-lane road with two-way left-turn lanes that leads to and from IH-610. Due to commercial and residential areas along Bissonnet Street the majority of these trips will access the Bissonnet Street Drive (DW #1). Thirty-five percent of the trips generated are anticipated to travel through S. Rice Avenue due to the available four-lane road that leads to and from residential space along S. Rice Avenue from IH 69/US59 to Braeswood

Boulevard. The 35%/40% assumed distribution results in the worst-case scenario to analyze the impact to the Bissonnet/S. Rice intersection. **Figure 6** shows the site distribution for the study area.

3.3 Pedestrian Traffic Volumes

In addition to traffic volumes, the number of conflicting pedestrians at the study intersection were analyzed. Based on current counts for peak hour periods, it was found that pedestrian volumes are minimal and they do not have an impact in the level of service of Bissonnet Street at S. Rice Avenue and Bissonnet Street at 5th Street. Pedestrian counts for the AM peak hour show only one (1) pedestrian crossing Bissonnet/S. Rice and one (1) pedestrian during the PM peak hour crossing S. Rice. One (1) pedestrian crossed Bissonnet/S. Rice during the AM peak hour and three (3) pedestrians during the PM peak hour crossed Bissonnet, while three (3) pedestrians also crossed S. Rice. Due to the distance between the project site and commercial areas, it is not expected that pedestrian volumes at the study intersection will increase significantly during peak hours.

4.0 Capacity Analysis

Capacity analyses were performed for existing conditions, background conditions, and proposed conditions. Intersection operations were analyzed using Synchro 7.0 software developed to automate procedures found in the Highway Capacity Manual. This section includes the analysis of the level of service of the intersection Barker Cypress Road at Park Row Blvd. in three different scenarios, and the level of service at the proposed driveways of the proposed development. The intersections of Bissonnet Street at S. Rice Avenue and Bissonnet Street at 5th Street are controlled by a traffic signal and the four (4) proposed driveways along with the intersections of Bissonnet Street at Cedar Street, Cedar Street at 5th Street, Spruce Street at 5th Street and Spruce Street at S Rive Avenue are analyzed as unsignalized intersections with free flow on Bissonnet, S. Rice, Cedar, and Spruce.

4.1 Level of Service Conditions

Levels of service for unsignalized and signalized intersections are based on average delay in seconds per vehicle. **Table 2** shows the criteria for each level of service for signalized, while **Table 3** shows the criteria for each level of service for unsignalized (stop-controlled) intersections. Acceptable HCM levels of service are "A" through "D." Un-acceptable levels of service are "E" and "F," which means that traffic delays would be excessive at the study intersections.

Table 4: Level of Service Criteria for Signalized Intersections

Level of Service	Interpretation	Delay (sec/veh)
A	Uncongested operations and progression is extremely favorable; most vehicles arrive during the green phase and do not stop at all.	≤10
B	Uncongested operations and represents good progression; some vehicles may be stopped during the red phase.	>10 and ≤20
C	Light congestion and fair progression; occasional backups on critical approaches.	>20 and ≤35
D	Congestion on critical approaches is more noticeable. Vehicles are required to wait through more than one cycle during short peaks. No long queues are formed.	>35 and ≤55
E	Severe congestion with poor progression; some long queues are formed on critical approaches. Blockages of intersection may occur if traffic signal does not provide for protected turning movements.	>55 and ≤80
F	Total breakdown with stop-and-go operations.	>80

Source: *Highway Capacity Manual 2010***Table 5: Level of Service Criteria for Stop-Controlled Intersections**

Level of Service	Interpretation	Delay (sec/veh)
A	Very low delay; all vehicles clear quickly.	≤ 10
B	Low delay; most vehicles clear quickly.	> 10 and ≤ 15
C	Moderate delays at the intersection. Light congestion; occasional back-ups on critical approaches.	> 15 and ≤ 25
D	Significant congestion on critical approaches, but intersection is functional.	> 25 and ≤ 35
E	Heavy traffic flow conditions. Delays of more than two or more minutes probably. Limit of stable flow.	> 35 and ≤ 50
F	Unstable traffic flow. Heavy congestion. Traffic moves in forced-flow condition. Total breakdown with extremely long queues.	> 50

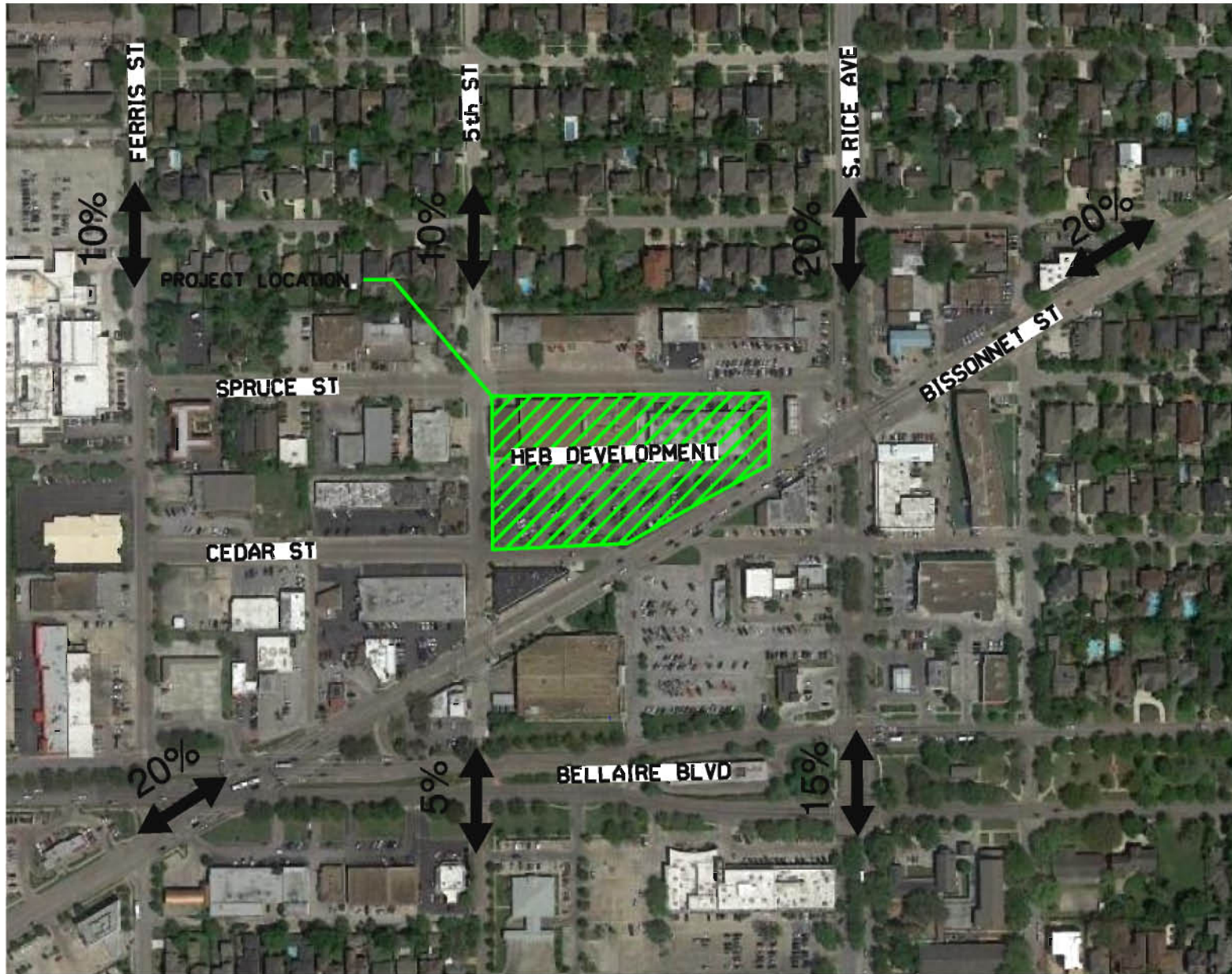
Source: *Highway Capacity Manual 2010*

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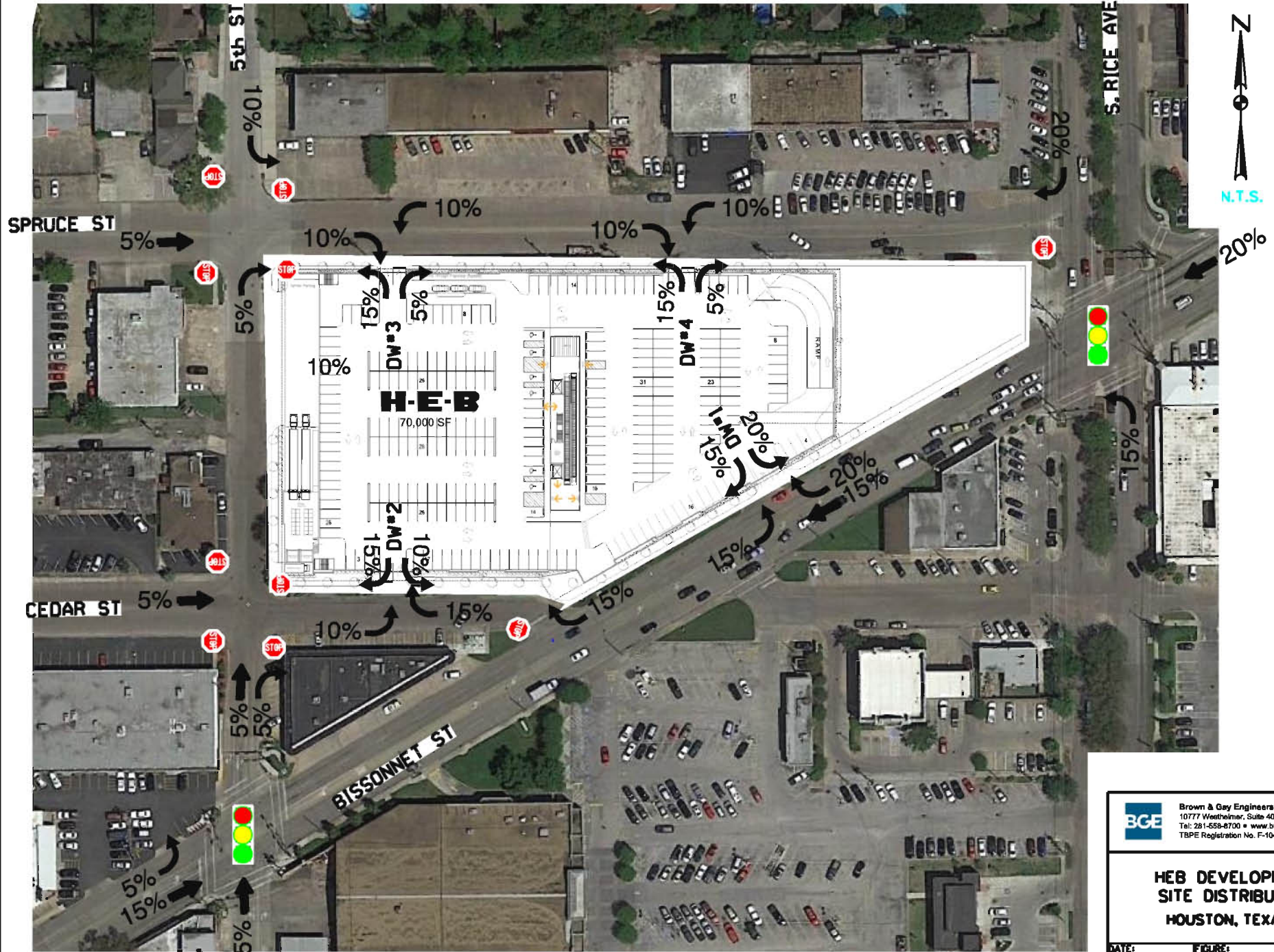
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4.2 Analysis Scenarios

There are three analysis scenarios conducted to evaluate the study intersection for each of the two peak hour analysis periods, AM and PM peak. The analysis scenarios are the following:

1. "Existing" Conditions
2. "Year 2019 Background Traffic" Conditions
3. "Year 2019 Total Traffic" Conditions

The initial scenario, "Existing", is the current 2014 conditions that are present at the project site. The second scenario analyzed was the "Year 2019 Background Traffic," which is assuming a worst case scenario of 2% growth based on historical counts and development in the surrounding area. The final scenario, "Year 2019 Total Traffic," analyzed was the background conditions on the second scenario plus the trips generated by the project site. Each of the three scenarios is further discussed in the following sections.

4.2.1 "Existing" Conditions

In order to establish baseline conditions, an existing condition analysis or "Existing" analysis was completed. This analysis scenario was completed using the count data that was taken in the field. The results of the level of service (LOS) analyses for the "Existing" conditions are shown in **Table 6**.

Table 6: "Existing" Traffic Operations Summary for Signalized Intersection

Time Period	Measure	Overall	S Rice Ave.						Bissonnet St					
			Northbound			Southbound			Eastbound			Westbound		
			Left	Thru	Righ	Left	Thru	Rig	Left	Thr	Rig	Left	Thru	Righ
AM Peak	Level of Service	D	F	D	-	F	C	-	F	C	-	E	C	-
	Delay (sec/veh)	51.2	80.6	36.0	-	93.4	32.0	-	264.7	33.3	-	76.	23.2	-
PM Peak	Level of Service	D	E	C	-	E	D	-	E	C	-	E	D	-
	Delay (sec/veh)	44.8	79.6	31.9	-	63.0	43.5	-	73.4	33.4	-	61.	47.1	-

Time Period	Measure	Overall	5 th St						Bissonnet St					
			Northbound			Southbound			Eastbound			Westbound		
			Left	Thru	Righ	Left	Thru	Righ	Left	Thr	Righ	Left	Thru	Righ
AM Peak	Level of Service	A	-	D	A	-	D	B	E	A	-	A	A	-
	Delay (sec/veh)	9.5	-	40.0	0.0	-	43.0	14.2	60.6	8.0	-	0.0	7.6	-
PM Peak	Level of Service	B	-	D	B	-	D	B	F	A	-	E	B	-
	Delay (sec/veh)	14.8	-	39.0	17.9	-	49.6	11.0	81.0	8.8	-	64.	11.3	-

“Existing” Traffic Operations Summary for Unsignalized Intersection

Time Period	Measure	Overall	Cedar St						Bissonnet St					
			Northbound			Southbound			Eastbound			Westbound		
			Left	Thr	Righ	Left	Thr	Righ	Left	Thr	Righ	Left	Thru	Righ
AM Peak	Level of Service	A	-	C	-	-	B	-	A	-	-	B	-	-
	Delay (sec/veh)	0.9	-	16.5	-	-	14.2	-	8.1	-	-	10.7	-	-
PM Peak	Level of Service	A	-	B	-	-	C	-	A	-	-	A	-	-
	Delay (sec/veh)	2.1	-	11.9	-	-	15.1	-	9.2	-	-	8.9	-	-

Time Period	Measure	Overall	5 th St						Cedar St					
			Northbound			Southbound			Eastbound			Westbound		
			Left	Thr	Righ	Left	Thr	Righ	Left	Thr	Righ	Left	Thru	Righ
AM Peak	Level of Service	A	-	A	-	-	A	-	-	A	-	-	A	-
	Delay (sec/veh)	7.5	-	7.5	-	-	7.5	-	-	7.5	-	-	7.5	-
PM Peak	Level of Service	A	-	A	-	-	A	-	-	A	-	-	A	-
	Delay (sec/veh)	8.6	-	8.0	-	-	8.8	-	-	8.7	-	-	8.6	-

Time Period	Measure	Overall	5 th St						Spruce St					
			Northbound			Southbound			Eastbound			Westbound		
			Left	Thr	Righ	Left	Thr	Righ	Left	Thr	Righ	Left	Thru	Righ
AM Peak	Level of Service	A	-	A	-	-	A	-	-	A	-	-	A	-
	Delay (sec/veh)	7.3	-	7.5	-	-	7.3	-	-	7.3	-	-	7.3	-
PM Peak	Level of Service	A	-	A	-	-	A	-	-	A	-	-	A	-
	Delay (sec/veh)	7.9	-	8.2	-	-	7.7	-	-	7.6	-	-	8.0	-

Time Period	Measure	Overall	S. Rice Ave.						Spruce St					
			Northbound			Southbound			Eastbound			Westbound		
			Left	Thr	Righ	Left	Thr	Righ	Left	Thr	Righ	Left	Thru	Righ
AM Peak	Level of Service	A	-	-	-	-	-	-	-	A	-	-	-	-
	Delay (sec/veh)	0.1	-	-	-	-	-	-	-	9.9	-	-	-	-
PM Peak	Level of Service	A	-	-	-	-	-	-	-	B	-	-	-	-
	Delay (sec/veh)	0.3	-	-	-	-	-	-	-	11.	-	-	-	-

Under the existing conditions and the current signal timing at Bissonnet St. at S. Rice Ave. intersection, the AM levels of service (LOS D) and PM peak levels of service (LOS D) are currently acceptable. The existing conditions and the current signal timing at Bissonnet St. at 5th St. intersection show the AM

levels of service (LOS A) and the PM peak levels of service (LOS B) are currently acceptable. The worst movement at Bissonnet St. and S. Rice Ave. are the eastbound left in the AM peak with LOS F (264.7 sec/veh of delay) and PM peak with LOS E (73.4 sec/veh of delay). Another movement is the northbound left in the AM peak with LOS F (80.6 sec/veh of delay) and PM peak with LOS E (79.6 sec/veh of delay).

The unsignalized stop-controlled intersection of Bissonnet Street at Cedar Street (South), Cedar Street at 5th Street, Spruce Street at 5th Street, Spruce Street at S. Rice Ave are at an acceptable LOS C for the worst movement. All the existing driveways to the site currently operate adequately with the current street system. Existing Driveway #1 (EXDW #1) currently operates as the sites main driveway access. EXDW #1 operates adequately as a de-facto right-turn lane into the existing site parking lot, this is due to the angle of the driveway and Bissonnet St. Currently this driveway is proposed to be removed which is an operational traffic concern. The detailed level of service worksheets are provided in **Appendix C**.

Queue Length Analysis

Based on the traffic volumes, the simulation software program *Synchro 7* shows that significant queues were shown for the eastbound left-turn lane and northbound left-turn lane during both the AM and PM peak period.

Table 7: “Existing” Queue Summary for Signalized Intersection

Time Period	Queue Length	S. Rice Ave.						Bissonnet St.					
		Northbound			Southbound			Eastbound			Westbound		
		Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
AM Peak	50th (ft.)	39	200	-	48	124	-	196	394	-	35	73	-
	95th (ft.)	95	261	-	122	171	-	#346	482	-	82	106	-
PM Peak	50th (ft.)	104	154	-	49	301	-	102	162	-	56	324	-
	95th (ft.)	#206	211	-	95	382	-	#183	215	-	108	#412	-

- Volume exceeds capacity, queue is theoretically infinite.
 - # 95th percentile volume exceeds capacity, queue may be longer.
- Queue shown is maximum after two cycles.

4.2.2 “Year 2019 Background Traffic” Conditions

Traffic estimates under this scenario were developed based on background traffic growth on Bissonnet Street and S. Rice Ave. A traffic growth factor of 2% per year was based on historical traffic counts in the area and the previous Traffic Impact Analysis done for 4301 Bellaire Boulevard Development. The study intersection projected peak hour volumes are shown in **Figure 7**. Traffic operations using the “Year 2019 Background Traffic” are summarized in **Table 8**.

Table 8: “Year 2019 Background Traffic” Summary for Signalized Intersection

Time Period	Measure	Overall	S Rice Ave.						Bissonnet St					
			Northbound			Southbound			Eastbound			Westbound		
			Left	Thru	Rig	Left	Thru	Righ	Left	Thr	Righ	Left	Thru	Right
AM Peak	Level of Service	E	F	D	-	F	C	-	F	D	-	F	C	-
	Delay (sec/veh)	58.1	84.7	39.3	-	102.7	32.9	-	326.5	36.	-	80.6	23.8	-
PM Peak	Level of Service	D	F	C	-	E	D	-	E	C	-	E	E	-
	Delay (sec/veh)	50.0	89.7	33.0	-	64.3	49.7	-	77.7	34.	-	63.7	56.2	-

Time Period	Measure	Overall	5th St						Bissonnet St					
			Northbound			Southbound			Eastbound			Westbound		
			Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
AM Peak	Level of Service	B	-	D	A	-	D	B	E	A	-	A	A	-
	Delay (sec/veh)	10.3	-	40.0	0.0	-	43.3	13.6	63.6	8.6	-	0.0	8.6	-
PM Peak	Level of Service	B	-	D	B	-	D	B	F	A	-	E	B	-
	Delay (sec/veh)	15.5	-	39.0	17.3	-	51.7	13.1	85.7	9.0	-	66.2	11.8	-

“Year 2019 Background Traffic” Summary for Unsignalized Intersection

Time Period	Measure	Overall	Cedar St						Bissonnet St					
			Northbound			Southbound			Eastbound			Westbound		
			Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
AM Peak	Level of Service	A	-	C	-	-	C	-	A	-	-	B	-	-
	Delay (sec/veh)	1.0	-	18.5	-	-	15.3	-	8.2	-	-	11.4	-	-
PM Peak	Level of Service	A	-	B	-	-	C	-	A	-	-	A	-	-
	Delay (sec/veh)	2.1	-	12.5	-	-	16.8	-	9.5	-	-	9.2	-	-

Time Period	Measure	Overall	5th St						Cedar St					
			Northbound			Southbound			Eastbound			Westbound		
			Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
AM Peak	Level of Service	A	-	A	-	-	A	-	-	A	-	-	A	-
	Delay (sec/veh)	7.6	-	7.5	-	-	7.4	-	-	7.6	-	-	7.6	-
PM Peak	Level of Service	A	-	A	-	-	A	-	-	A	-	-	A	-
	Delay (sec/veh)	9.0	-	8.2	-	-	9.2	-	-	9.1	-	-	8.9	-

Time Period	Measure	Overall	5th St						Spruce St					
			Northbound			Southbound			Eastbound			Westbound		
			Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
AM Peak	Level of Service	A	-	A	-	-	A	-	-	A	-	-	A	-
	Delay (sec/veh)	7.5	-	7.6	-	-	7.4	-	-	7.4	-	-	7.4	-
PM Peak	Level of Service	A	-	A	-	-	A	-	-	A	-	-	A	-
	Delay (sec/veh)	8.1	-	8.4	-	-	7.8	-	-	7.8	-	-	8.1	-

Time Period	Measure	Overall	S. Rice Ave.						Spruce St					
			Northbound			Southbound			Eastbound			Westbound		
			Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
AM Peak	Level of Service	A	-	-	-	-	-	-	-	B	-	-	-	-
	Delay (sec/veh)	0.2	-	-	-	-	-	-	-	10.1	-	-	-	-
PM Peak	Level of Service	A	-	-	-	-	-	-	-	B	-	-	-	-
	Delay (sec/veh)	0.3	-	-	-	-	-	-	-	12.5	-	-	-	-

This scenario was run by utilizing the existing signal timings at the intersection. Based on the current signal timing and additional volumes generated for the traffic growth, the level of service is “E” for the AM peak hour and “D” for the PM peak hour for Bissonnet St. at S. Rice Ave.. The delay increased by over 6 seconds for the AM and PM peak hours, respectively. The level of service for the intersection of Bissonnet St at 5th St. maintained a LOS “B” or better for both AM and PM peak hour. The delay increased by only 1 second for the both peak periods.

The unsignalized stop-controlled intersections of Bissonnet Street at Cedar Street (South), Cedar Street at 5th Street, Spruce Street at 5th Street, Spruce Street at S. Rice Ave, all maintained an acceptable LOS and only had minimal delay increases. The detailed level of service worksheets are provided in **Appendix D**.

Queue Length Analysis

Based on the traffic volumes, the simulation software program Synchro 7 shows that significant queues are still shown for the eastbound left-turn lane and northbound left-turn lane during both the AM and PM peak period.

Table 9: “Year 2019 Background Traffic” Queue Summary for Signalized Intersection

Time Period	Queue Length	S. Rive Ave.						Bissonnet St.					
		Northbound			Southbound			Eastbound			Westbound		
		Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
AM Peak	50th (ft.)	43	226	-	53	140	-	230	459	-	39	82	-
	95th (ft.)	#106	292	-	#135	191	-	#385	558	-	95	118	-
PM Peak	50th (ft.)	115	176	-	55	347	-	115	183	-	63	371	-
	95th (ft.)	#233	236	-	104	#463	-	#214	240	-	117	#503	-

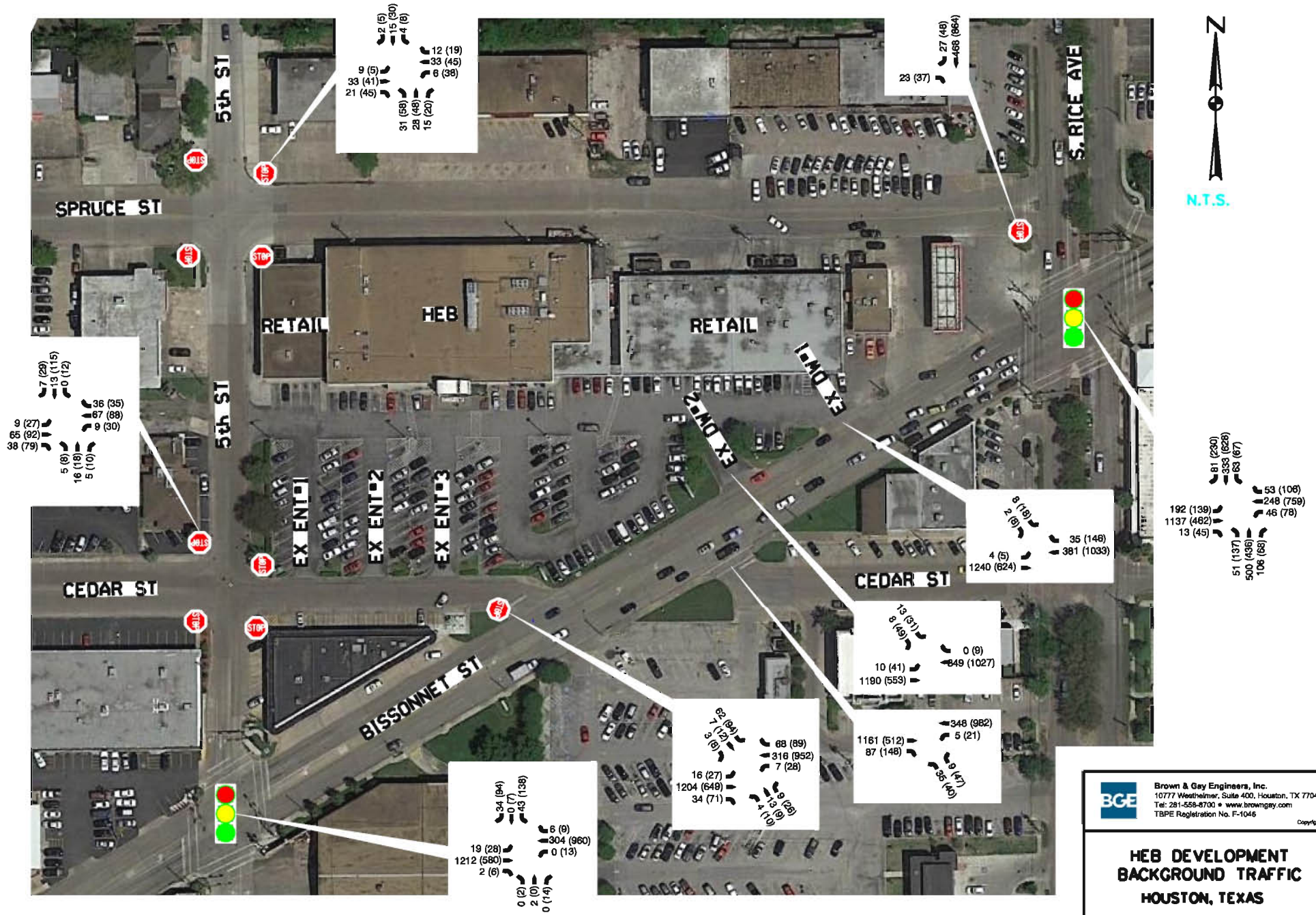
- Volume exceeds capacity, queue is theoretically infinite.
 - # 95th percentile volume exceeds capacity, queue may be longer.
- Queue shown is maximum after two cycles.

FILE ABBREVS

DATE

TIME

USER



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DATE: JAN 2015

FIGURE:

PAGE:

4.2.3 “Year 2019 Total Traffic” Conditions

Traffic volume projections under the “Year 2019 Total Traffic” scenario were developed based on the “Year 2019 Background Traffic” peak hour volumes and the HEB development total number of trips. The Projected Site Trips are shown in **Figure 8**. The projected peak hour volumes for this Total Traffic condition are shown in **Figure 9**. Traffic operations during the “Year 2019 Total Traffic” conditions are shown in **Table 10**.

Table 10: “Year 2019 Total Traffic” Summary for Signalized Intersection

Time Period	Measure	Overall	S Rice Ave.						Bissonnet St					
			Northbound			Southbound			Eastbound			Westbound		
			Left	Thru	Righ	Left	Thru	Rig	Left	Thr	Rig	Left	Thru	Rig
AM Peak	Level of Service	E	F	D	-	F	C	-	F	C	-	F	C	-
	Delay (sec/veh)	56.7	99.4	39.3	-	108.	32.9	-	337.2	30.0	-	80.6	24.0	-
PM Peak	Level of Service	D	F	C	-	E	D	-	F	C	-	E	E	-
	Delay (sec/veh)	52.5	112.	33.1	-	65.4	50.3	-	87.8	30.1	-	63.7	60.9	-

Time Period	Measure	Overall	5 th St						Bissonnet St					
			Northbound			Southbound			Eastbound			Westbound		
			Left	Thru	Righ	Left	Thru	Righ	Left	Thr	Rig	Left	Thru	Rig
AM Peak	Level of Service	B	-	D	C	-	D	B	E	B	-	D	A	-
	Delay (sec/veh)	12.0	-	40.5	22.0	-	43.7	13.2	63.6	10.	-	51.8	8.5	-
PM Peak	Level of Service	B	-	D	B	-	D	B	F	A	-	E	A	-
	Delay (sec/veh)	15.6	-	39.0	15.3	-	53.0	14.0	108.	9.9	-	68.3	8.5	-

Figure 8





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TOTAL TRAFFIC
HOUSTON, TEXAS

DATE:	FIGURE:	PAGE:
JAN 2015		

“Year 2019 Total Traffic” Summary for Unsignalized Intersection

Time Period	Measure	Overall	Cedar St						Bissonnet St					
			Northbound			Southbound			Eastbound			Westbound		
			Left	Thru	Righ	Left	Thru	Righ	Left	Thru	Righ	Left	Thru	Righ
AM Peak	Level of Service	A	-	C	-	-	B	-	A	-	-	B	-	-
	Delay (sec/veh)	1.0	-	17.7	-	-	14.7	-	8.2	-	-	11.2	-	-
PM Peak	Level of Service	A	-	B	-	-	C	-	A	-	-	A	-	-
	Delay (sec/veh)	2.1	-	12.5	-	-	17.3	-	9.5	-	-	9.2	-	-

Time Period	Measure	Overall	5 th St						Cedar St					
			Northbound			Southbound			Eastbound			Westbound		
			Left	Thru	Righ	Left	Thru	Righ	Left	Thru	Righ	Left	Thru	Righ
AM Peak	Level of Service	A	-	A	-	-	A	-	-	A	-	-	A	-
	Delay (sec/veh)	7.8	-	7.6	-	-	7.8	-	-	7.8	-	-	7.9	-
PM Peak	Level of Service	A	-	A	-	-	A	-	-	A	-	-	A	-
	Delay (sec/veh)	9.2	-	8.4	-	-	9.3	-	-	9.3	-	-	9.2	-

Time Period	Measure	Overall	5 th St						Spruce St					
			Northbound			Southbound			Eastbound			Westbound		
			Left	Thru	Righ	Left	Thru	Righ	Left	Thru	Righ	Left	Thru	Righ
AM Peak	Level of Service	A	-	A	-	-	A	-	-	A	-	-	A	-
	Delay (sec/veh)	7.5	-	7.7	-	-	7.5	-	-	7.5	-	-	7.4	-
PM Peak	Level of Service	A	-	A	-	-	A	-	-	A	-	-	A	-
	Delay (sec/veh)	8.3	-	8.6	-	-	8.1	-	-	8.0	-	-	8.4	-

Time Period	Measure	Overall	S. Rice Ave.						Spruce St					
			Northbound			Southbound			Eastbound			Westbound		
			Left	Thru	Righ	Left	Thru	Righ	Left	Thru	Righ	Left	Thru	Righ
AM Peak	Level of Service	A	-	-	-	-	-	-	-	A	-	-	-	-
	Delay (sec/veh)	0.2	-	-	-	-	-	-	-	10.2	-	-	-	-
PM Peak	Level of Service	A	-	-	-	-	-	-	-	B	-	-	-	-
	Delay (sec/veh)	0.4	-	-	-	-	-	-	-	12.9	-	-	-	-

This scenario was also run by utilizing the existing signal timings at the intersection. The level of service was maintained at an “E” for the AM peak hour and “D” for the PM peak hour for Bissonnet St. at S. Rice Ave. The delay decreased by 2 seconds in the AM peak and increased by over 2 seconds for the PM peak

hours, respectively. The level of service for the intersection of Bissonnet St at 5th St. maintained at a “B” for the AM and PM peak hour. The delay increased by over 2 seconds for the both peak periods.

The unsignalized stop-controlled intersections of Bissonnet Street at Cedar Street (South), Cedar Street at 5th Street, Spruce Street at 5th Street, Spruce Street at S. Rice Ave, all maintained an acceptable LOS and only had minimal delay increases. The detailed level of service worksheets are provided in **Appendix E**.

Table 11: “Year 2019 Total Traffic” Summary for Unsignalized Driveways

Time Period	Measure	Overall	Driveway #1 (DW #1)						Bissonnet St					
			Northbound			Southbound			Eastbound			Westbound		
			Left	Thru	Righ	Left	Thru	Righ	Left	Thr	Righ	Left	Thru	Righ
AM Peak	Level of Service	A				-	B	-	A	-	-	-	-	-
	Delay (sec/veh)	0.3				-	10.7	-	8.2	-	-	-	-	-
PM Peak	Level of Service	A				-	C	-	B	-	-	-	-	-
	Delay (sec/veh)	1.2				-	16.4	-	10.6	-	-	-	-	-

Time Period	Measure	Overall	Driveway #2 (DW #2)						Bissonnet St					
			Northbound			Southbound			Eastbound			Westbound		
			Left	Thru	Righ	Left	Thru	Righ	Left	Thr	Righ	Left	Thru	Righ
AM Peak	Level of Service	A				-	A	-	A	-	-	-	-	-
	Delay (sec/veh)	2.0				-	9.6	-	2.0	-	-	-	-	-
PM Peak	Level of Service	A				-	B	-	A	-	-	-	-	-
	Delay (sec/veh)	3.7				-	11.6	-	2.8	-	-	-	-	-

Time Period	Measure	Overall	Spruce St						Driveway #3 (DW #3)					
			Northbound			Southbound			Eastbound			Westbound		
			Left	Thru	Righ	Left	Thru	Righ	Left	Thr	Righ	Left	Thru	Righ
AM Peak	Level of Service	A	-	A	-				-	-	-	A	-	-
	Delay (sec/veh)	2.3	-	9.1	-				-	-	-	1.8	-	-
PM Peak	Level of Service	A	-	A	-				-	-	-	A	-	-
	Delay (sec/veh)	2.3	-	9.6	-				-	-	-	3.4	-	-

Time Period	Measure	Overall	Spruce St						Driveway #4 (DW #4)					
			Northbound			Southbound			Eastbound			Westbound		
			Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
AM Peak	Level of Service	A	-	A	-				-	-	-	A	-	-
	Delay (sec/veh)	2.3	-	9.1	-				-	-	-	1.8	-	-
PM Peak	Level of Service	A	-	A	-				-	-	-	A	-	-
	Delay (sec/veh)	2.3	-	9.6	-				-	-	-	3.4	-	-

The four (4) unsignalized stop-controlled Driveways (DW #1, DW #2, DW #3 and DW #4) located on Bissonnet St, Cedar St. and Spruce St. are at an acceptable LOS of "C" or better for their movements. The level of service worksheets are provided in **Appendix E**.

Queue Length Analysis

Based on the traffic volumes, the simulation software program Synchro 7 shows that significant queues are still shown for the eastbound left-turn both the AM and PM peak period.

Table 12: "Year 2019 Total Traffic" Queue Summary for Signalized Intersection

Time Period	Queue Length	S. Rive Ave.						Bissonnet St.					
		Northbound			Southbound			Eastbound			Westbound		
		Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
AM Peak	50th (ft.)	51	226	-	56	141	-	241	470	-	39	85	-
	95th (ft.)	#130	292	-	#141	192	-	#400	380	-	95	121	-
PM Peak	50th (ft.)	133	176	-	59	351	-	127	166	-	63	385	-
	95th (ft.)	#273	236	-	110	#469	-	#231	211	-	117	#527	-

- Volume exceeds capacity, queue is theoretically infinite.
- # 95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Based on the traffic volumes, the simulation software program Synchro 7 shows that no queues for all four (4) driveways during both AM and PM peak period. Summary of queuing for the development driveways can be observed in **Appendix E**.

Circulation Analysis

Based on field observations, the driveways should not be in conflict with the adjacent properties based on current conditions.

5.0 Conclusions

The proposed development includes 70,000 sf of supermarket space with a 2 level parking structure, in Bellaire, Texas. This traffic impact analysis evaluated the impact of the proposed HEB Development. Existing trips from the project site were accounted for during the total trip calculations. Analysis of the surrounding street network was done in terms of vehicle level of service, ingress and egress operations, intersection control, and pedestrian traffic volumes. This development will have minimal impact to the residential neighborhood to the north of the project site. The site is served by two major arterial, Bissonnet Street and South Rice Avenue, as well as a good collector street system around the site, which include 5th Street, Spruce Street, and Cedar Street, which will minimize the need for vehicles to cut through the neighborhoods to get to the site.

A raised median on Bissonnet Street was considered to channelize traffic and reduce vehicular conflicts as a potential mitigation measure to the development impact. However, the projected turning movements are not significant because the site will have access from Spruce Street and Cedar Street, and currently the existing two-way left turn lane operates very well and is expected to continue to operate adequately.

5.1 Intersection and Driveway Conclusions

5.1.1 Bissonnet Street at S. Rice Avenue

The existing vehicular level of service was determined for the study intersection of Bissonnet Street and S. Rice Avenue. This intersection was analyzed for the existing traffic volume conditions and background traffic conditions. In both scenarios, the level of service is a LOS "D" for the existing AM peak and LOS "E" for the background AM peak period. The level of service in the PM peak periods shows an acceptable LOS "D" for both the existing and background conditions, respectively, and the delay for all conditions showed minimal changes. For the background plus site traffic volume total traffic scenario, the analysis for the study intersection was performed. The level of service for the study intersection maintained an LOS of an "E" for the AM peak period and LOS "D" for the PM peak period at Bissonnet Street at S. Rice Avenue. The existing east and westbound left-turn lanes do not need to be extended due to it being a Two Way Turn Lane along Bissonnet St in the project area.

5.1.2 Bissonnet Street at 5th Street

The existing vehicular level of service was determined for the study intersection of Bissonnet Street and 5th Street. This intersection was also analyzed for the existing traffic volume conditions and background traffic conditions. In both scenarios, the level of service was "B" or better for both the AM and PM peak period. The level of service for the background plus site traffic volume total traffic scenario maintained an acceptable LOS "B" or better for both peak periods. The existing east and westbound left-turn lanes do not need to be extended due to it being a Two Way Turn Lane along Bissonnet St in the project area.

5.1.3 Unsignalized Intersections (Bissonnet St. at Cedar St., 5th St. at Cedar St., Spruce St. at 5th St and Spruce St. at S. Rice Ave.)

The existing vehicular level of service was determined for the study intersection of Bissonnet Street at Cedar Street, Cedar Street at 5th Street, Spruce Street at 5th Street and Spruce Street at S. Rice Avenue. These intersections were also analyzed for the existing traffic volume conditions and background traffic conditions. In both scenarios, the level of service was "C" or better for all traffic movements in both the

AM and PM peak period. The level of service for the background plus site traffic volume total traffic scenario maintained an acceptable LOS "C" or better for all traffic movements in both peak periods

5.1.4 Driveways (DW #1, DW #2, DW #3, and DW #4.)

The level of service for the background plus site traffic volume total traffic scenario showed an acceptable LOS "C" or better for all traffic movements in both peak periods for all proposed site driveways.

Table 13: "Mitigation" Summary for Bissonnet St. at S. Rice Ave.

Time Period	Measure	Overall	S Rice Ave.						Bissonnet St					
			Northbound			Southbound			Eastbound			Westbound		
			Left	Thr	Rig	Left	Thr	Rig	Left	Thr	Rig	Lef	Thr	Righ
AM Peak	Level of Service	C	E	D	-	E	D	-	D	C	-	E	C	-
	Delay (sec/veh)	33.4	57.1	41.0	-	75.7	36.2	-	41.9	23.6	-	70.	26.8	-
PM Peak	Level of Service	D	E	C	-	E	E	-	E	C	-	E	E	-
	Delay (sec/veh)	53.1	74.9	31.5	-	65.4	55.6	-	77.4	29.8	-	65.	67.0	-

Table 14: "Mitigation" Queue Summary for Bissonnet St. at S. Rice Ave.

Time Period	Queue Length	S. Rive Ave.						Bissonnet St.					
		Northbound			Southbound			Eastbound			Westbound		
		Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
AM Peak	50th (ft.)	41	208	-	45	133	-	124	363	-	32	81	-
	95th (ft.)	84	310	-	115	188	-	197	231	-	85	120	-
PM Peak	50th (ft.)	128	170	-	59	356	-	123	170	-	64	418	-
	95th (ft.)	#226	227	-	110	#482	-	#240	261	-	116	#553	-

- Volume exceeds capacity, queue is theoretically infinite.
 - # 95th percentile volume exceeds capacity, queue may be longer.
- Queue shown is maximum after two cycles.

5.2 Recommendations

One intersection that was analyzed for this project has triggered the need for mitigation.

5.2.1 Bissonnet Street at S. Rice Avenue

The intersection of Bissonnet St. at S. Rice Ave. operates at LOS "E" during the AM peak hour in the background and proposed site total conditions. This intersection operates at the determined LOS of "E" with a delay of 56.7 sec/veh. Re-timing this signal would allow this intersection to operate at a LOS "C" during AM and LOS "D" during the PM peak periods. Re-timing the intersection will decreased the background queue of 233 ft. to 226 ft. for the northbound turn lane. The required storage for the northbound left-turn lane was determined by using the 95th percentile queue lengths from Synchro 7 outputs. The level of service worksheets are provided in **Appendix F**.

Adjusting timings on Bissonnet St. at S. Rice Ave. would impact the City of Bellaire's traffic signals progression to the east and west along the traffic signal subsystem. Re-timing should also include optimizing for progression offsets for the entire Bellaire "Triangle" traffic signal subsystem, which is composed of: Bissonnet St. at Bellaire Blvd., Bissonnet St. at 5th St., Bissonnet St. at S Rice Ave., Bellaire Blvd. at S Rice Ave. and Bellaire Blvd. at Mapleridge St.

The proposed locations of the driveways around the development will distribute the additional site traffic adequately with minimal impact to the existing street network, except for Proposed Driveway #1. Driveway #1 will be too close to the internal parking ramp to the second floor, which will cause an internal conflict and queues to spill onto Bissonnet Street. Therefore, the following should be done for Driveway #1: add a right-turn lane with 100-ft storage and 100-ft taper, relocate and/or delete the driveway, or change the internal ramp access to minimize queue spillover onto Bissonnet Street.

It is recommended that proposed sidewalks should be built around the project site, since this is in the central business area of the city.

Appendix A

Existing Traffic Counts

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

Projected Intersection

Turning Movement Volume

60 Minute

Spruce St at S Rice

Existing 2014

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR
AM	0	0	0	0	423	24	0	0	20	0	0	0
PM	0	0	0	0	782	43	0	0	33	0	0	0

PROJECTED SITE TRAFFIC

Projected minus (-) Current Trips for intersections

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR
AM	0	0	0	0	0	13	0	0	4	0	0	0
PM	0	0	0	0	0	25	0	0	12	0	0	0

PROJECTED BACKGROUND Traffic 2019

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR
AM	0	0	0	0	468	27	0	0	23	0	0	0
PM	0	0	0	0	864	48	0	0	37	0	0	0

Projected Year - 2019	5	Projection %	0.02
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TOTAL Traffic 2019

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR
AM	0	0	0	0	468	40	0	0	27	0	0	0
PM	0	0	0	0	864	73	0	0	49	0	0	0

Projected Intersection
Turning Movement Volume
60 Minute

Existing 2014

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR
AM	28	25	13	3	13	1	8	29	19	5	29	10
PM	52	43	18	7	27	4	4	37	40	34	40	17

PROJECTED SITE TRAFFIC

Projected minus (-) Current Trips
for intersections

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR
AM	0	0	4	7	0	0	0	4	0	2	2	8
PM	0	0	7	13	0	0	0	7	0	6	6	23

PROJECTED BACKGROUND Traffic 2019

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR
AM	31	28	15	4	15	2	9	33	21	6	33	12
PM	58	48	20	8	30	5	5	41	45	38	45	19

Projected Year - 2019	5	Projection %	0.02
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TOTAL Traffic 2019

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR
AM	31	28	19	11	15	2	9	37	21	8	35	20
PM	58	48	27	21	30	5	5	48	45	44	51	42

Projected Intersection

Turning Movement Volume

60 Minute

5th St at Cedar St

Existing 2014

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR
AM	4	14	4	4	39	11	8	58	34	8	60	32
PM	7	16	9	10	104	26	24	83	71	27	79	31

PROJECTED SITE TRAFFIC

Projected minus (-) Current Trips for intersections

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR
AM	0	4	4	0	0	0	0	4	0	4	2	0
PM	0	7	7	0	0	0	0	7	0	12	6	0

PROJECTED BACKGROUND Traffic 2019

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR
AM	5	16	5	5	44	13	9	65	38	9	67	36
PM	8	18	10	12	115	29	27	92	79	30	88	35

Projected Year - 2019	5	Projection %	0.02
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TOTAL Traffic 2019

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR
AM	5	20	9	5	44	13	9	69	38	13	69	36
PM	8	25	17	12	115	29	27	99	79	42	94	35

Projected Intersection

Cedar St (SOUTH) at Bissonnet

Turning Movement Volume

60 Minute

Existing 2014

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR
AM	3	11	8	51	6	2	14	1,090	30	6	286	61
PM	9	8	23	73	10	7	24	587	64	25	862	80

PROJECTED SITE TRAFFIC

Projected minus (-) Current Trips for intersections

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR
AM	0	0	0	4	0	0	0	10	0	0	0	10
PM	0	0	0	12	0	0	0	19	0	0	0	19

PROJECTED BACKGROUND Traffic 2019

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR
AM	4	13	9	57	7	3	16	1,204	34	7	316	68
PM	10	9	26	81	12	8	27	649	71	28	952	89

Projected Year - 2019	5	Projection %	0.02
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TOTAL Traffic 2019

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR
AM	4	13	9	61	7	3	16	1,214	34	7	316	78
PM	10	9	26	93	12	8	27	668	71	28	952	108

**Projected Intersection
Turning Movement Volume**
60 Minute

5th ST at Bissonnet

Existing 2014

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR
AM	0	1	2	38	0	30	17	1,097	1	0	275	5
PM	1	0	12	118	6	85	28	525	5	11	869	8

PROJECTED SITE TRAFFIC

**Projected minus (-) Current Trips
for intersections**

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR
AM	0	4	0	2	0	4	4	10	0	4	2	0
PM	0	7	0	6	0	12	7	19	0	12	6	0

PROJECTED BACKGROUND Traffic 2019

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR
AM	0	2	3	42	0	34	19	1,212	2	0	304	6
PM	2	0	14	131	7	94	31	580	6	13	960	9

Projected Year - 2019	5	Projection %	0.02
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TOTAL Traffic 2019

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR
AM	0	6	3	44	0	38	23	1,222	2	4	306	6
PM	2	7	14	137	7	106	38	599	6	25	966	9

Projected Intersection
Turning Movement Volume
 60 Minute

Existing 2014

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR
AM	46	452	96	57	301	73	173	1,029	11	41	224	48
PM	124	394	61	60	568	208	125	418	40	70	687	96

PROJECTED SITE TRAFFIC

Projected minus (-) Current Trips for intersections

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR
AM	10	0	0	2	2	0	2	8	4	0	8	0
PM	19	0	0	6	6	0	6	23	12	0	23	0

PROJECTED BACKGROUND Traffic 2019

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR
AM	51	500	106	63	333	81	192	1,137	13	46	248	53
PM	137	436	68	67	628	230	139	462	45	78	759	106

Projected Year - 2019	5	Projection %	0.02
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TOTAL Traffic 2019

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR
AM	61	500	106	65	335	81	194	1,145	17	46	256	53
PM	156	436	68	73	634	230	145	485	57	78	782	106

Projected Driveway
Turning Movement Volume
60 Minute

Driveway #1 at Bissonnet

Existing 2014

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR
AM	0	0	0	0	0	0	0	1,123	0	0	345	0
PM	0	0	0	0	0	0	0	565	0	0	935	0

PROJECTED SITE TRAFFIC

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR
AM	0	0	0	19	0	14	23	0	0	0	23	30
PM	0	0	0	66	0	49	51	0	0	0	51	68

PROJECTED BACKGROUND Traffic 2019

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR
AM	0	0	0	0	0	0	0	1,240	0	0	381	0
PM	0	0	0	0	0	0	0	624	0	0	1,033	0

Projected Year - 2019	5	Projection %	0.02
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TOTAL Traffic 2019

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR
AM	0	0	0	19	0	14	23	1,240	0	0	404	30
PM	0	0	0	66	0	49	51	624	0	0	1,084	68

Projected Driveway
Turning Movement Volume
60 Minute

Driveway #2 at Cedar St

Existing 2014

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR
AM	0	0	0	0	0	0	0	62	0	0	60	0
PM	0	0	0	0	0	0	0	92	0	0	79	0

PROJECTED SITE TRAFFIC

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR
AM	0	0	0	19	0	14	23	0	0	0	0	23
PM	0	0	0	66	0	49	51	0	0	0	0	51

PROJECTED BACKGROUND Traffic 2019

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR
AM	0	0	0	0	0	0	0	69	0	0	67	0
PM	0	0	0	0	0	0	0	102	0	0	88	0

Projected Year - 2019	5	Projection %	0.02
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TOTAL Traffic 2019

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR
AM	0	0	0	19	0	14	23	69	0	0	67	23
PM	0	0	0	66	0	49	51	102	0	0	88	51

Projected Driveway
Turning Movement Volume
60 Minute

Driveway #3 at Spruce St

Existing 2014

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR
AM	0	0	0	0	0	0	0	45	0	0	29	0
PM	0	0	0	0	0	0	0	62	0	0	40	0

PROJECTED SITE TRAFFIC

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR
AM	14	0	5	0	0	0	0	15	15	10	0	0
PM	49	0	17	0	0	0	0	34	34	34	0	0

PROJECTED BACKGROUND Traffic 2019

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR
AM	0	0	0	0	0	0	0	50	0	0	33	0
PM	0	0	0	0	0	0	0	69	0	0	45	0

Projected Year - 2019	5	Projection %	0.02
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TOTAL Traffic 2019

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR
AM	14	0	5	0	0	0	0	65	15	10	33	0
PM	49	0	17	0	0	0	0	103	34	34	45	0

**Projected Driveway
Turning Movement Volume**
60 Minute

Driveway #4 at Spruce St

Existing 2014

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR
AM	0	0	0	0	0	0	0	45	0	0	29	0
PM	0	0	0	0	0	0	0	62	0	0	40	0

PROJECTED SITE TRAFFIC

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR
AM	14	0	5	0	0	0	0	8	15	10	0	0
PM	49	0	17	0	0	0	0	17	34	34	0	0

PROJECTED BACKGROUND Traffic 2019

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR
AM	0	0	0	0	0	0	0	50	0	0	33	0
PM	0	0	0	0	0	0	0	69	0	0	45	0

Projected Year - 2019	5	Projection %	0.02
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TOTAL Traffic 2019

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR
AM	14	0	5	0	0	0	0	58	15	10	33	0
PM	49	0	17	0	0	0	0	86	34	34	45	0

Appendix B

Trip Generation Worksheets

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

Table 1 - Trip Generation

Current Retail

Current Land Use	KSF	ITE Code	Trip Generation						
			Daily Trips	AM Peak			PM Peak		
				Total	Entering	Exiting	Total	Entering	Exiting
Retail									
Shopping Center	19.000	820	811	18	11	7	70	34	37
Supermarket	35.000	850	3,578	119	74	45	359	183	176
Current Total Trip Generation			4,390	137	85	52	429	217	213

1. ITE Trip Generation Rates - 9th Edition

ITE Vehicle Trip Generation Rates							
(peak hours are for peak hour of adjacent street traffic unless highlighted)							
Weekday	AM	PM	Pass-By	AM In	AM Out	PM In	PM Out
42.7	0.96	3.71	34%	62%	38%	48%	52%
102.24	3.40	9.48	36%	62%	38%	51%	49%

Table 1 - Trip Generation

Proposed Retail

Land Use	KSF	ITE Code	Daily Trips	Trip Generation					
				AM Peak			PM Peak		
				Total	Entering	Exiting	Total	Entering	Exiting
Retail & Service									
Supermarket	70.000	850	7,157	238	148	90	664	338	325
Total Trip Generation			7,157	238	148	90	664	338	325
Pass By Trips & Internal Capture Reduction		Pass By							
Supermarket	70.000	36%	2,576	86	53	33	239	122	117
Total Pass By Trips			2,576	86	53	33	239	122	117
Total Trip Generation w/ Pass By Reduction			4,580	152	94	58	425	217	208

1. ITE Trip Generation Rates - 9th Edition

2. Pass-by rates from ITE Trip Generation Handbook - 2nd Edition

3. Pass By Rates - 36 % of Supermarket trips.

ITE Vehicle Trip Generation Rates							
(peak hours are for peak hour of adjacent street traffic unless highlighted)							
Weekday	AM	PM	Pass-By	AM In	AM Out	PM In	PM Out
102.24	3.40	9.48	36%	62%	38%	51%	49%
102.24	3.40	9.48	36%	62%	38%	51%	49%

Table 1 - Trip Generation
Proposed vs. Current Conditions

Total Trips	Daily Trips	Trip Generation					
		AM Peak			PM Peak		
		Total	Entering	Exiting	Total	Entering	Exiting
Proposed Total Trip Generation	7,157	238	148	90	664	338	325
Current Total Trip Generation	4,390	137	85	52	429	217	213
Proposed Total Trip Generation minus Current Trip Generation	2,767	101	62	38	234	122	113

Appendix C





















Analysis Worksheet for “Existing” Condition

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

SIGNALS AM

3: Bissonnet St & 5th St

EXISTING AM
1/25/2015

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	17	1097	1	0	275	5	0	1	0	36	0	30
Satd. Flow (prot)	1770	3539	0	1863	3532	0	0	1863	1863	0	1770	1583
Flt Permitted	0.950										0.757	
Satd. Flow (perm)	1770	3539	0	1863	3532	0	0	1863	1863	0	1410	1583
Satd. Flow (RTOR)					3							33
Lane Group Flow (vph)	18	1193	0	0	304	0	0	1	0	0	39	33
Turn Type	Prot			Prot			Perm		Perm	Perm		Perm
Protected Phases	7	4		3	8			2			6	
Permitted Phases							2		2	6		6
Total Split (s)	12.0	80.0	0.0	12.0	80.0	0.0	28.0	28.0	28.0	28.0	28.0	28.0
Total Lost Time (s)	6.0	6.0	4.0	6.0	6.0	4.0	6.0	6.0	6.0	6.0	6.0	6.0
Act Effct Green (s)	5.9	86.0			81.2			22.0			22.0	22.0
Actuated g/C Ratio	0.05	0.72			0.68			0.18			0.18	0.18
v/c Ratio	0.21	0.47			0.13			0.00			0.15	0.10
Control Delay	60.6	8.0			7.6			40.0			43.0	14.2
Queue Delay	0.0	0.0			0.0			0.0			0.0	0.0
Total Delay	60.6	8.0			7.6			40.0			43.0	14.2
LOS	E	A			A			D			D	B
Approach Delay		8.8			7.6			40.0			29.8	
Approach LOS		A			A			D			C	
Queue Length 50th (ft)	14	184			33			1			26	0
Queue Length 95th (ft)	39	224			68			6			59	29
Internal Link Dist (ft)		1634			366			190			187	
Turn Bay Length (ft)	80											60
Base Capacity (vph)	89	2536			2391			342			259	317
Starvation Cap Reductn	0	0			0			0			0	0
Spillback Cap Reductn	0	0			0			0			0	0
Storage Cap Reductn	0	0			0			0			0	0
Reduced v/c Ratio	0.20	0.47			0.13			0.00			0.15	0.10

Intersection Summary

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 40 (33%), Referenced to phase 4:EBT and 8:WBT, Start of Green

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.47

Intersection Signal Delay: 9.5

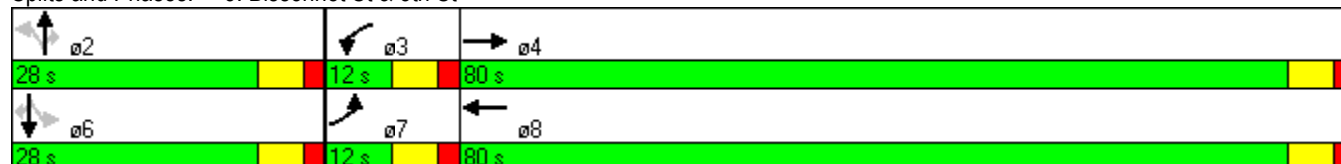
Intersection LOS: A

Intersection Capacity Utilization 49.0%

ICU Level of Service A

Analysis Period (min) 15

Splits and Phases: 3: Bissonnet St & 5th St



SIGNALS AM
17: Bissonnet St & S. Rice Ave

EXISTING AM
1/25/2015



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	←	↑↑		←	↑↑		←	↑↑		←	↑↑	
Volume (vph)	173	1029	11	41	224	48	46	452	96	57	301	73
Satd. Flow (prot)	1770	3532	0	1770	3447	0	1770	3447	0	1770	3437	0
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	1770	3532	0	1770	3447	0	1770	3447	0	1770	3437	0
Satd. Flow (RTOR)		1			25			21			25	
Lane Group Flow (vph)	188	1130	0	45	295	0	50	595	0	62	406	0
Turn Type	Prot			Prot			Prot			Prot		
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases												
Total Split (s)	15.0	55.0	0.0	12.0	52.0	0.0	12.0	41.0	0.0	12.0	41.0	0.0
Total Lost Time (s)	6.0	6.0	4.0	6.0	6.0	4.0	6.0	6.0	4.0	6.0	6.0	4.0
Act Effect Green (s)	9.0	51.4		5.9	46.0		5.9	37.4		6.0	37.4	
Actuated g/C Ratio	0.08	0.43		0.05	0.38		0.05	0.31		0.05	0.31	
v/c Ratio	1.41	0.75		0.52	0.22		0.57	0.55		0.70	0.37	
Control Delay	264.7	33.3		76.3	23.2		80.6	36.0		93.4	32.0	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay	264.7	33.3		76.3	23.2		80.6	36.0		93.4	32.0	
LOS	F	C		E	C		F	D		F	C	
Approach Delay		66.3			30.3			39.4			40.2	
Approach LOS		E			C			D			D	
Queue Length 50th (ft)	~196	394		35	73		39	200		48	124	
Queue Length 95th (ft)	#346	482		#82	106		#95	261		#122	171	
Internal Link Dist (ft)		206			1358			1020			70	
Turn Bay Length (ft)	120			120			80					
Base Capacity (vph)	133	1514		89	1337		89	1089		89	1088	
Starvation Cap Reductn	0	0		0	0		0	0		0	0	
Spillback Cap Reductn	0	0		0	0		0	0		0	0	
Storage Cap Reductn	0	0		0	0		0	0		0	0	
Reduced v/c Ratio	1.41	0.75		0.51	0.22		0.56	0.55		0.70	0.37	

Intersection Summary

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 56 (47%), Referenced to phase 4:EBT and 8:WBT, Start of Green

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 1.41

Intersection Signal Delay: 51.2

Intersection LOS: D

Intersection Capacity Utilization 71.0%

ICU Level of Service C

Analysis Period (min) 15

~ Volume exceeds capacity, queue is theoretically infinite.

Queue shown is maximum after two cycles.

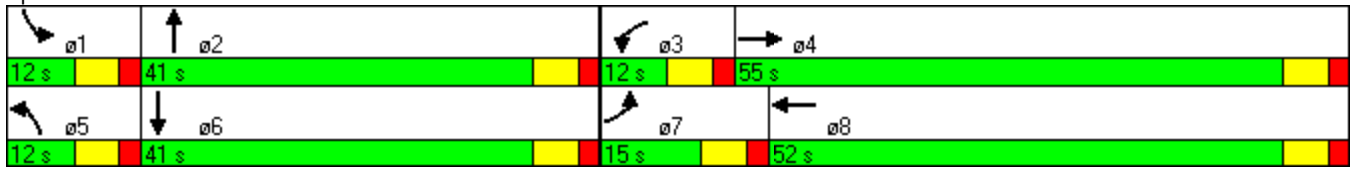
95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

SIGNALS AM
17: Bissonnet St & S. Rice Ave

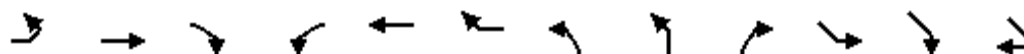
EXISTING AM
1/25/2015







Splits and Phases: 17: Bissonnet St & S. Rice Ave



UNSIGNALIZED AM
5: Bissonnet St & Cedar St (South)

EXISTING AM
1/26/2015



















Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL2	NBL	NBR	SEL	SER	SER2
Lane Configurations												
Volume (veh/h)	14	1090	30	6	286	61	3	11	8	51	6	2
Sign Control		Free			Free			Stop		Stop		
Grade		0%			0%			0%		0%		
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	15	1185	33	7	311	66	3	12	9	55	7	2
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		TWLTL			TWLTL							
Median storage veh		2			2							
Upstream signal (ft)		446			684							
pX, platoon unblocked				0.85			0.85	0.85	0.85	0.85	0.85	
vC, conflicting volume	377			1217			1405	1622	609	995	1605	189
vC1, stage 1 conf vol							1232	1232		357	357	
vC2, stage 2 conf vol							174	390		638	1248	
vCu, unblocked vol	377			907			1128	1382	193	646	1362	189
tC, single (s)	4.1			4.1			7.5	6.5	6.9	7.5	6.5	6.9
tC, 2 stage (s)							6.5	5.5		6.5	5.5	
tF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	99			99			99	96	99	89	98	100
cM capacity (veh/h)	1178			635			235	269	695	490	261	821
Direction, Lane #	EB 1	EB 2	EB 3	WB 1	WB 2	WB 3	NB 1	SE 1				
Volume Total	15	790	428	7	207	170	24	64				
Volume Left	15	0	0	7	0	0	3	55				
Volume Right	0	0	33	0	0	66	9	2				
cSH	1178	1700	1700	635	1700	1700	338	455				
Volume to Capacity	0.01	0.46	0.25	0.01	0.12	0.10	0.07	0.14				
Queue Length 95th (ft)	1	0	0	1	0	0	6	12				
Control Delay (s)	8.1	0.0	0.0	10.7	0.0	0.0	16.5	14.2				
Lane LOS	A			B			C	B				
Approach Delay (s)	0.1			0.2			16.5	14.2				
Approach LOS							C	B				
Intersection Summary												
Average Delay			0.9									
Intersection Capacity Utilization			47.8%			ICU Level of Service		A				
Analysis Period (min)			15									

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

UNSIGNALIZED AM
7: Spruce St & 5th St

















EXISTING AM
1/26/2015

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Stop			Stop			Stop			Stop	
Volume (vph)	8	29	19	5	29	10	28	25	13	3	13	1
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	9	32	21	5	32	11	30	27	14	3	14	1
Direction, Lane #	EB 1	WB 1	NB 1	SB 1								
Volume Total (vph)	61	48	72	18								
Volume Left (vph)	9	5	30	3								
Volume Right (vph)	21	11	14	1								
Hadj (s)	-0.14	-0.08	0.00	0.03								
Departure Headway (s)	4.0	4.1	4.1	4.2								
Degree Utilization, x	0.07	0.05	0.08	0.02								
Capacity (veh/h)	873	858	836	821								
Control Delay (s)	7.3	7.3	7.5	7.3								
Approach Delay (s)	7.3	7.3	7.5	7.3								
Approach LOS	A	A	A	A								
Intersection Summary												
Delay			7.4									
HCM Level of Service			A									
Intersection Capacity Utilization			18.7%		ICU Level of Service				A			
Analysis Period (min)			15									

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

UNSIGNALIZED AM
11: Cedar Dt & 5th St

EXISTING AM
1/26/2015

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Stop			Stop			Stop			Stop	
Volume (vph)	8	58	34	8	60	32	4	14	4	0	11	6
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	9	63	37	9	65	35	4	15	4	0	12	7
Direction, Lane #	EB 1	WB 1	NB 1	SB 1								
Volume Total (vph)	109	109	24	18								
Volume Left (vph)	9	9	4	0								
Volume Right (vph)	37	35	4	7								
Hadj (s)	-0.15	-0.14	-0.04	-0.18								
Departure Headway (s)	3.9	4.0	4.3	4.2								
Degree Utilization, x	0.12	0.12	0.03	0.02								
Capacity (veh/h)	894	893	783	810								
Control Delay (s)	7.5	7.5	7.5	7.3								
Approach Delay (s)	7.5	7.5	7.5	7.3								
Approach LOS	A	A	A	A								
Intersection Summary												
Delay			7.5									
HCM Level of Service			A									
Intersection Capacity Utilization			18.5%		ICU Level of Service				A			
Analysis Period (min)			15									

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

UNSIGNALIZED AM
13: Spruce St & S. Rice Ave

EXISTING AM
1/26/2015

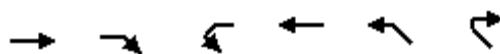


Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations		↗		↗↗	↗↗	
Volume (veh/h)	0	15	0	673	423	24
Sign Control	Stop			Free	Free	
Grade	0%			0%	0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	0	16	0	732	460	26
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type				None	None	
Median storage (veh)						
Upstream signal (ft)				150		
pX, platoon unblocked	0.87					
vC, conflicting volume	839	243	460			
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	503	243	460			
tC, single (s)	6.8	6.9	4.1			
tC, 2 stage (s)						
tF (s)	3.5	3.3	2.2			
p0 queue free %	100	98	100			
cM capacity (veh/h)	431	758	1098			
Direction, Lane #	EB 1	NB 1	NB 2	SB 1	SB 2	
Volume Total	16	366	366	307	179	
Volume Left	0	0	0	0	0	
Volume Right	16	0	0	0	26	
cSH	758	1700	1700	1700	1700	
Volume to Capacity	0.02	0.22	0.22	0.18	0.11	
Queue Length 95th (ft)	2	0	0	0	0	
Control Delay (s)	9.9	0.0	0.0	0.0	0.0	
Lane LOS	A					
Approach Delay (s)	9.9	0.0		0.0		
Approach LOS	A					
Intersection Summary						
Average Delay			0.1			
Intersection Capacity Utilization			22.5%	ICU Level of Service		A
Analysis Period (min)			15			

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

UNSIGNALIZED AM
22: Bissonnet St & Cedar St (North)

EXISTING AM
1/26/2015



Movement	EBT	EBR	WBL	WBT	NWL	NWR
Lane Configurations	↑↑		↵	↑↑	↵	
Volume (veh/h)	1051	78	4	315	31	8
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	1142	85	4	342	34	9
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	TWLT			TWLT		
Median storage veh	2			2		
Upstream signal (ft)	634			496		
pX, platoon unblocked			0.86		0.86	0.86
vC, conflicting volume			1227		1365	614
vC1, stage 1 conf vol					1185	
vC2, stage 2 conf vol					180	
vCu, unblocked vol			929		1089	212
tC, single (s)			4.1		6.8	6.9
tC, 2 stage (s)					5.8	
tF (s)			2.2		3.5	3.3
p0 queue free %			99		89	99
cM capacity (veh/h)			627		301	679
Direction, Lane #	EB 1	EB 2	WB 1	WB 2	WB 3	NW 1
Volume Total	762	466	4	171	171	42
Volume Left	0	0	4	0	0	34
Volume Right	0	85	0	0	0	9
cSH	1700	1700	627	1700	1700	340
Volume to Capacity	0.45	0.27	0.01	0.10	0.10	0.12
Queue Length 95th (ft)	0	0	1	0	0	11
Control Delay (s)	0.0	0.0	10.8	0.0	0.0	17.1
Lane LOS			B			C
Approach Delay (s)	0.0		0.1			17.1
Approach LOS						C
Intersection Summary						
Average Delay			0.5			
Intersection Capacity Utilization			41.5%		ICU Level of Service	A
Analysis Period (min)			15			

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

TWO-WAY STOP CONTROL SUMMARY

General Information

Analyst	BGE
Agency/Co.	
Date Performed	01/21/2015
Analysis Time Period	5:00 pm

Site Information

Intersection	Bissonnet St & Cedar St (S
Jurisdiction	
Analysis Year	

Project Description

East/West Street:	North/South Street:
Intersection Orientation: East-West	Study Period (hrs): 1.00

Vehicle Volumes and Adjustments

Major Street	Eastbound			Westbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume (veh/h)	24	587	64	25	862	80
Peak-Hour Factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92
Hourly Flow Rate, HFR (veh/h)	26	638	69	27	936	86
Percent Heavy Vehicles	2	--	--	2	--	--
Median Type	Two Way Left Turn Lane					
RT Channelized			0			0
Lanes	1	2	0	1	2	0
Configuration	L	T	TR	L	T	TR
Upstream Signal		1			1	





















Minor Street	Northbound			Southbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume (veh/h)	9	8	23	73	10	7
Peak-Hour Factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92
Hourly Flow Rate, HFR (veh/h)	9	8	24	79	10	7
Percent Heavy Vehicles	2	2	2	2	2	2
Percent Grade (%)	0			0		
Flared Approach		N			N	
Storage		0			0	
RT Channelized			0			0
Lanes	0	1	0	0	1	0
Configuration		LTR			LTR	

Delay, Queue Length, and Level of Service

Approach	Eastbound	Westbound	Northbound			Southbound		
Movement	1	4	7	8	9	10	11	
Lane Configuration	L	L		LTR			LTR	
v (veh/h)	26	27		41			96	
C (m) (veh/h)	891	948		563			451	
v/c	0.03	0.03		0.07			0.21	
95% queue length	0.09	0.09		0.24			0.81	
Control Delay (s/veh)	9.2	8.9		11.9			15.1	
LOS	A	A		B			C	
Approach Delay (s/veh)	--	--		11.9			15.1	
Approach LOS	--	--		B			C	

SIGNALIZED PM
3: Bissonnet St & 5th St

EXISTING PM
1/25/2015

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	25	525	5	11	869	8	1	0	12	118	6	85
Satd. Flow (prot)	1770	3536	0	1770	3536	0	0	1770	1583	0	1779	1583
Flt Permitted	0.950			0.950				0.621			0.737	
Satd. Flow (perm)	1770	3536	0	1770	3536	0	0	1157	1583	0	1373	1583
Satd. Flow (RTOR)		1			1				13			87
Lane Group Flow (vph)	27	576	0	12	954	0	0	1	13	0	135	92
Turn Type	Prot			Prot			Perm		Perm	Perm		Perm
Protected Phases	7	4		3	8			2			6	
Permitted Phases							2		2	6		6
Total Split (s)	10.0	80.0	0.0	10.0	80.0	0.0	30.0	30.0	30.0	30.0	30.0	30.0
Total Lost Time (s)	6.0	6.0	4.0	6.0	6.0	4.0	6.0	6.0	6.0	6.0	6.0	6.0
Act Effect Green (s)	4.0	80.0		4.0	78.0			24.0	24.0		24.0	24.0
Actuated g/C Ratio	0.03	0.67		0.03	0.65			0.20	0.20		0.20	0.20
v/c Ratio	0.46	0.24		0.20	0.41			0.00	0.04		0.49	0.24
Control Delay	81.0	8.8		64.5	11.3			39.0	17.9		49.6	11.0
Queue Delay	0.0	0.0		0.0	0.0			0.0	0.0		0.0	0.0
Total Delay	81.0	8.8		64.5	11.3			39.0	17.9		49.6	11.0
LOS	F	A		E	B			D	B		D	B
Approach Delay		12.0			11.9			19.4			34.0	
Approach LOS		B			B			B			C	
Queue Length 50th (ft)	21	75		9	190			1	0		94	3
Queue Length 95th (ft)	#60	130		31	236			6	18		160	48
Internal Link Dist (ft)		1634			366			190			187	
Turn Bay Length (ft)	80			100					80			60
Base Capacity (vph)	59	2358		59	2299			231	327		275	386
Starvation Cap Reductn	0	0		0	0			0	0		0	0
Spillback Cap Reductn	0	0		0	0			0	0		0	0
Storage Cap Reductn	0	0		0	0			0	0		0	0
Reduced v/c Ratio	0.46	0.24		0.20	0.41			0.00	0.04		0.49	0.24

Intersection Summary

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 40 (33%), Referenced to phase 4:EBT and 8:WBT, Start of Green

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.49

Intersection Signal Delay: 14.8

Intersection LOS: B

Intersection Capacity Utilization 47.9%

ICU Level of Service A

Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

SIGNALIZED PM

3: Bissonnet St & 5th St

EXISTING PM





















1/25/2015

Splits and Phases: 3: Bissonnet St & 5th St



SIGNALIZED PM
17: Bissonnet St & S. Rice Ave

EXISTING PM
1/25/2015

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	125	418	40	70	687	96	124	394	61	60	568	208
Satd. Flow (prot)	1770	3493	0	1770	3476	0	1770	3468	0	1770	3398	0
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	1770	3493	0	1770	3476	0	1770	3468	0	1770	3398	0
Satd. Flow (RTOR)		8			13			15			44	
Lane Group Flow (vph)	136	497	0	76	851	0	135	494	0	65	843	0
Turn Type	Prot			Prot			Prot			Prot		
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases												
Total Split (s)	20.0	42.0	0.0	18.0	40.0	0.0	18.0	42.0	0.0	18.0	42.0	0.0
Total Lost Time (s)	6.0	6.0	4.0	6.0	6.0	4.0	6.0	6.0	4.0	6.0	6.0	4.0
Act Effct Green (s)	12.7	39.6		10.9	35.3		12.0	40.9		9.5	36.0	
Actuated g/C Ratio	0.11	0.33		0.09	0.29		0.10	0.34		0.08	0.30	
v/c Ratio	0.72	0.43		0.47	0.83		0.76	0.41		0.46	0.80	
Control Delay	73.4	33.4		61.4	47.1		79.6	31.9		63.0	43.5	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay	73.4	33.4		61.4	47.1		79.6	31.9		63.0	43.5	
LOS	E	C		E	D		E	C		E	D	
Approach Delay		42.0			48.3			42.1			44.9	
Approach LOS		D			D			D			D	
Queue Length 50th (ft)	102	162		56	324		104	154		49	301	
Queue Length 95th (ft)	#183	215		108	#412		#206	211		95	382	
Internal Link Dist (ft)		206			1358			1020			70	
Turn Bay Length (ft)	120			120			80					
Base Capacity (vph)	207	1158		177	1031		177	1193		177	1050	
Starvation Cap Reductn	0	0		0	0		0	0		0	0	
Spillback Cap Reductn	0	0		0	0		0	0		0	0	
Storage Cap Reductn	0	0		0	0		0	0		0	0	
Reduced v/c Ratio	0.66	0.43		0.43	0.83		0.76	0.41		0.37	0.80	

Intersection Summary

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 62 (52%), Referenced to phase 4:EBT and 8:WBT, Start of Green

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.83

Intersection Signal Delay: 44.8

Intersection LOS: D

Intersection Capacity Utilization 78.2%

ICU Level of Service D

Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.

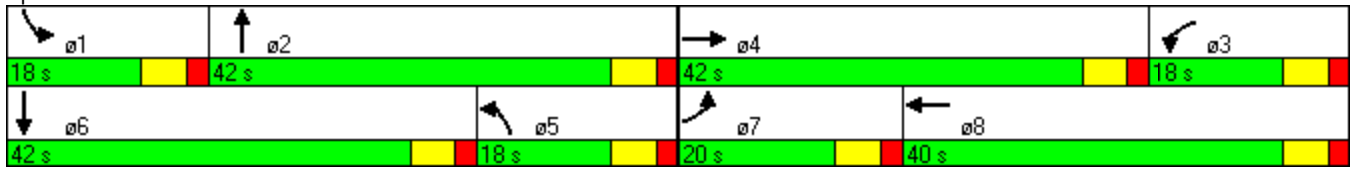
Queue shown is maximum after two cycles.

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

SIGNALIZED PM
17: Bissonnet St & S. Rice Ave



















EXISTING PM
1/25/2015

Splits and Phases: 17: Bissonnet St & S. Rice Ave



UNSIGNALIZED PM
5: Bissonnet St & Cedar St (South)

















EXISTING PM
1/26/2015

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL2	NBL	NBR	SEL	SER	SER2
Lane Configurations												
Volume (veh/h)	24	587	64	25	862	80	9	8	23	73	10	7
Sign Control		Free			Free			Stop		Stop		
Grade		0%			0%			0%		0%		
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	26	638	70	27	937	87	10	9	25	79	11	8
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type	TWLTL			TWLTL								
Median storage veh	2			2								
Upstream signal (ft)	446			684								
pX, platoon unblocked				0.94			0.94	0.94	0.94	0.94	0.94	
vC, conflicting volume	1024			708			1261	1803	354	1435	1795	512
vC1, stage 1 conf vol							725	725		1035	1035	
vC2, stage 2 conf vol							536	1078		401	760	
vCu, unblocked vol	1024			550			1141	1721	172	1328	1712	512
tC, single (s)	4.1			4.1			7.5	6.5	6.9	7.5	6.5	6.9
tC, 2 stage (s)							6.5	5.5		6.5	5.5	
tF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	96			97			97	96	97	65	96	98
cM capacity (veh/h)	674			950			322	228	788	227	246	507
Direction, Lane #	EB 1	EB 2	EB 3	WB 1	WB 2	WB 3	NB 1	SE 1				
Volume Total	26	425	282	27	625	399	43	98				
Volume Left	26	0	0	27	0	0	10	79				
Volume Right	0	0	70	0	0	87	25	8				
cSH	674	1700	1700	950	1700	1700	434	240				
Volume to Capacity	0.04	0.25	0.17	0.03	0.37	0.23	0.10	0.41				
Queue Length 95th (ft)	3	0	0	2	0	0	8	47				
Control Delay (s)	10.6	0.0	0.0	8.9	0.0	0.0	14.2	30.0				
Lane LOS	B			A			B	D				
Approach Delay (s)	0.4			0.2			14.2	30.0				
Approach LOS							B	D				
Intersection Summary												
Average Delay	2.1											
Intersection Capacity Utilization	44.8%			ICU Level of Service				A				
Analysis Period (min)	15											

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

UNSIGNALIZED PM
7: Spruce St & 5th St

















EXISTING PM
1/26/2015

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Stop			Stop			Stop			Stop	
Volume (vph)	4	37	40	34	40	17	52	43	18	7	27	4
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	4	40	43	37	43	18	57	47	20	8	29	4
Direction, Lane #	EB 1	WB 1	NB 1	SB 1								
Volume Total (vph)	88	99	123	41								
Volume Left (vph)	4	37	57	8								
Volume Right (vph)	43	18	20	4								
Hadj (s)	-0.25	0.00	0.03	0.01								
Departure Headway (s)	4.1	4.4	4.4	4.5								
Degree Utilization, x	0.10	0.12	0.15	0.05								
Capacity (veh/h)	829	779	780	755								
Control Delay (s)	7.6	8.0	8.2	7.7								
Approach Delay (s)	7.6	8.0	8.2	7.7								
Approach LOS	A	A	A	A								
Intersection Summary												
Delay				7.9								
HCM Level of Service				A								
Intersection Capacity Utilization				31.3%	ICU Level of Service			A				
Analysis Period (min)				15								

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

UNSIGNALIZED PM
11: Cedar Dt & 5th St

EXISTING PM
1/26/2015




												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Stop			Stop			Stop			Stop	
Volume (vph)	24	83	71	27	79	31	7	16	9	10	104	26
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	26	90	77	29	86	34	8	17	10	11	113	28
Direction, Lane #	EB 1	WB 1	NB 1	SB 1								
Volume Total (vph)	193	149	35	152								
Volume Left (vph)	26	29	8	11								
Volume Right (vph)	77	34	10	28								
Hadj (s)	-0.18	-0.06	-0.09	-0.06								
Departure Headway (s)	4.4	4.5	4.8	4.7								
Degree Utilization, x	0.23	0.19	0.05	0.20								
Capacity (veh/h)	789	751	682	715								
Control Delay (s)	8.7	8.6	8.0	8.8								
Approach Delay (s)	8.7	8.6	8.0	8.8								
Approach LOS	A	A	A	A								
Intersection Summary												
Delay			8.6									
HCM Level of Service			A									
Intersection Capacity Utilization			27.1%		ICU Level of Service				A			
Analysis Period (min)			15									

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

UNSIGNALIZED PM
13: Spruce St & S. Rice Ave

EXISTING PM
1/26/2015

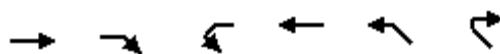


Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Volume (veh/h)	0	33	0	673	782	43
Sign Control	Stop			Free	Free	
Grade	0%			0%	0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	0	36	0	732	850	47
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type				None	None	
Median storage veh						
Upstream signal (ft)				150		
pX, platoon unblocked	0.90					
vC, conflicting volume	1239	448	850			
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	1038	448	850			
tC, single (s)	6.8	6.9	4.1			
tC, 2 stage (s)						
tF (s)	3.5	3.3	2.2			
p0 queue free %	100	94	100			
cM capacity (veh/h)	203	558	784			
Direction, Lane #	EB 1	NB 1	NB 2	SB 1	SB 2	
Volume Total	36	366	366	567	330	
Volume Left	0	0	0	0	0	
Volume Right	36	0	0	0	47	
cSH	558	1700	1700	1700	1700	
Volume to Capacity	0.06	0.22	0.22	0.33	0.19	
Queue Length 95th (ft)	5	0	0	0	0	
Control Delay (s)	11.9	0.0	0.0	0.0	0.0	
Lane LOS	B					
Approach Delay (s)	11.9	0.0		0.0		
Approach LOS	B					
Intersection Summary						
Average Delay			0.3			
Intersection Capacity Utilization			33.0%	ICU Level of Service		A
Analysis Period (min)			15			

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

UNSIGNALIZED PM
22: Bissonnet St & Cedar St (North)

EXISTING PM
1/26/2015



Movement	EBT	EBR	WBL	WBT	NWL	NWR
Lane Configurations	↑↑		↵	↑↑	↵	
Volume (veh/h)	463	134	19	889	36	42
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	503	146	21	966	39	46
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	TWLT			TWLT		
Median storage (veh)	2			2		
Upstream signal (ft)	634			496		
pX, platoon unblocked			0.97		0.97	0.97
vC, conflicting volume			649		1101	324
vC1, stage 1 conf vol					576	
vC2, stage 2 conf vol					524	
vCu, unblocked vol			564		1032	228
tC, single (s)			4.1		6.8	6.9
tC, 2 stage (s)					5.8	
tF (s)			2.2		3.5	3.3
p0 queue free %			98		91	94
cM capacity (veh/h)			969		431	748
Direction, Lane #	EB 1	EB 2	WB 1	WB 2	WB 3	NW 1
Volume Total	336	313	21	483	483	85
Volume Left	0	0	21	0	0	39
Volume Right	0	146	0	0	0	46
cSH	1700	1700	969	1700	1700	558
Volume to Capacity	0.20	0.18	0.02	0.28	0.28	0.15
Queue Length 95th (ft)	0	0	2	0	0	13
Control Delay (s)	0.0	0.0	8.8	0.0	0.0	12.6
Lane LOS			A			B
Approach Delay (s)	0.0		0.2			12.6
Approach LOS						B
Intersection Summary						
Average Delay			0.7			
Intersection Capacity Utilization			35.8%		ICU Level of Service	A
Analysis Period (min)			15			

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

Appendix D

Analysis Worksheet for “Year 2019 Background Traffic Volumes” Condition





















Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

SIGNALS AM

3: Bissonnet St & 5th St

BACKGROUND AM

1/26/2015

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	23	1212	2	0	304	6	0	2	0	40	0	34
Satd. Flow (prot)	1770	3539	0	1863	3529	0	0	1863	1863	0	1770	1583
Flt Permitted	0.950										0.757	
Satd. Flow (perm)	1770	3539	0	1863	3529	0	0	1863	1863	0	1410	1583
Satd. Flow (RTOR)					3							37
Lane Group Flow (vph)	25	1319	0	0	337	0	0	2	0	0	43	37
Turn Type	Prot			Prot			Perm		Perm	Perm		Perm
Protected Phases	7	4		3	8			2			6	
Permitted Phases							2		2	6		6
Total Split (s)	12.0	80.0	0.0	12.0	80.0	0.0	28.0	28.0	28.0	28.0	28.0	28.0
Total Lost Time (s)	6.0	6.0	4.0	6.0	6.0	4.0	6.0	6.0	6.0	6.0	6.0	6.0
Act Effct Green (s)	5.9	86.0			78.8			22.0			22.0	22.0
Actuated g/C Ratio	0.05	0.72			0.66			0.18			0.18	0.18
v/c Ratio	0.29	0.52			0.15			0.01			0.17	0.12
Control Delay	63.6	8.6			8.6			40.0			43.3	13.6
Queue Delay	0.0	0.0			0.0			0.0			0.0	0.0
Total Delay	63.6	8.6			8.6			40.0			43.3	13.6
LOS	E	A			A			D			D	B
Approach Delay		9.6			8.6			40.0			29.6	
Approach LOS		A			A			D			C	
Queue Length 50th (ft)	19	215			54			1			28	0
Queue Length 95th (ft)	49	261			75			9			63	30
Internal Link Dist (ft)		1634			366			190			187	
Turn Bay Length (ft)	80											60
Base Capacity (vph)	89	2536			2318			342			259	320
Starvation Cap Reductn	0	0			0			0			0	0
Spillback Cap Reductn	0	0			0			0			0	0
Storage Cap Reductn	0	0			0			0			0	0
Reduced v/c Ratio	0.28	0.52			0.15			0.01			0.17	0.12

Intersection Summary

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 40 (33%), Referenced to phase 4:EBT and 8:WBT, Start of Green

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.52

Intersection Signal Delay: 10.3

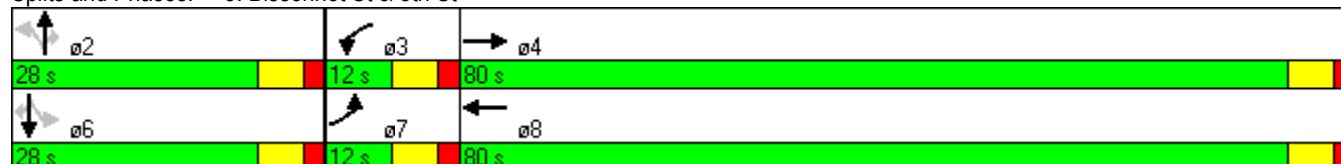
Intersection LOS: B

Intersection Capacity Utilization 52.4%

ICU Level of Service A





















Analysis Period (min) 15

Splits and Phases: 3: Bissonnet St & 5th St



SIGNALS AM
17: Bissonnet St & S. Rice Ave

BACKGROUND AM
1/26/2015

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	192	1137	13	46	248	53	51	500	106	63	333	81
Satd. Flow (prot)	1770	3532	0	1770	3444	0	1770	3447	0	1770	3437	0
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	1770	3532	0	1770	3444	0	1770	3447	0	1770	3437	0
Satd. Flow (RTOR)		1			25			21			25	
Lane Group Flow (vph)	209	1250	0	50	328	0	55	658	0	68	450	0
Turn Type	Prot			Prot			Prot			Prot		
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases												
Total Split (s)	15.0	55.0	0.0	12.0	52.0	0.0	12.0	41.0	0.0	12.0	41.0	0.0
Total Lost Time (s)	6.0	6.0	4.0	6.0	6.0	4.0	6.0	6.0	4.0	6.0	6.0	4.0
Act Effct Green (s)	9.0	51.4		5.9	46.0		6.0	35.0		6.0	37.4	
Actuated g/C Ratio	0.08	0.43		0.05	0.38		0.05	0.29		0.05	0.31	
v/c Ratio	1.57	0.83		0.57	0.25		0.62	0.65		0.76	0.41	
Control Delay	326.5	36.8		80.6	23.8		84.7	39.3		102.7	32.9	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay	326.5	36.8		80.6	23.8		84.7	39.3		102.7	32.9	
LOS	F	D		F	C		F	D		F	C	
Approach Delay		78.3			31.3			42.8			42.0	
Approach LOS		E			C			D			D	
Queue Length 50th (ft)	~230	459		39	82		43	226		53	140	
Queue Length 95th (ft)	#385	558		#95	118		#106	292		#135	191	
Internal Link Dist (ft)		206			1358			1020			70	
Turn Bay Length (ft)	120			120			80					
Base Capacity (vph)	133	1514		89	1336		89	1020		89	1088	
Starvation Cap Reductn	0	0		0	0		0	0		0	0	
Spillback Cap Reductn	0	0		0	0		0	0		0	0	
Storage Cap Reductn	0	0		0	0		0	0		0	0	
Reduced v/c Ratio	1.57	0.83		0.56	0.25		0.62	0.65		0.76	0.41	

Intersection Summary

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 56 (47%), Referenced to phase 4:EBT and 8:WBT, Start of Green

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 1.57

Intersection Signal Delay: 58.1

Intersection LOS: E

Intersection Capacity Utilization 75.9%

ICU Level of Service D

Analysis Period (min) 15

~ Volume exceeds capacity, queue is theoretically infinite.

Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

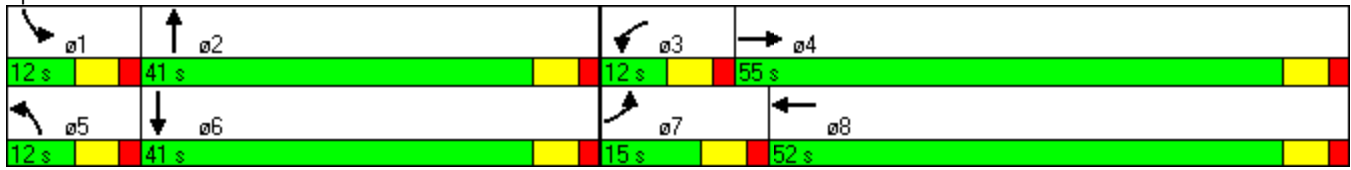
SIGNALS AM

17: Bissonnet St & S. Rice Ave

BACKGROUND AM

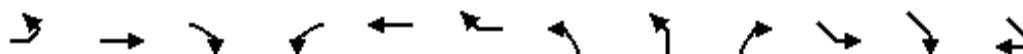
1/26/2015

Splits and Phases: 17: Bissonnet St & S. Rice Ave



UNSIGNALIZED AM
5: Bissonnet St & Cedar St (South)

BACKGROUND AM
1/26/2015



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL2	NBL	NBR	SEL	SER	SER2
Lane Configurations												
Volume (veh/h)	16	1204	34	7	316	68	4	13	9	57	7	3
Sign Control		Free			Free			Stop		Stop		
Grade		0%			0%			0%		0%		
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	17	1309	37	8	343	74	4	14	10	62	8	3
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		TWLT			TWLT							
Median storage veh		2			2							
Upstream signal (ft)		446			684							
pX, platoon unblocked				0.83			0.83	0.83	0.83	0.83	0.83	
vC, conflicting volume	417			1346			1556	1795	673	1102	1776	209
vC1, stage 1 conf vol							1362	1362		396	396	
vC2, stage 2 conf vol							194	433		706	1380	
vCu, unblocked vol	417			995			1250	1539	180	699	1517	209
tC, single (s)	4.1			4.1			7.5	6.5	6.9	7.5	6.5	6.9
tC, 2 stage (s)							6.5	5.5		6.5	5.5	
tF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	98			99			98	94	99	86	97	100
cM capacity (veh/h)	1138			570			200	236	687	459	227	797

















Direction, Lane #	EB 1	EB 2	EB 3	WB 1	WB 2	WB 3	NB 1	SE 1
Volume Total	17	872	473	8	229	188	28	73
Volume Left	17	0	0	8	0	0	4	62
Volume Right	0	0	37	0	0	74	10	3
cSH	1138	1700	1700	570	1700	1700	295	422
Volume to Capacity	0.02	0.51	0.28	0.01	0.13	0.11	0.10	0.17
Queue Length 95th (ft)	1	0	0	1	0	0	8	15
Control Delay (s)	8.2	0.0	0.0	11.4	0.0	0.0	18.5	15.3
Lane LOS	A			B			C	C
Approach Delay (s)	0.1			0.2			18.5	15.3
Approach LOS							C	C

Intersection Summary

Average Delay	1.0
Intersection Capacity Utilization	51.5%
Analysis Period (min)	15
ICU Level of Service	A

UNSIGNALIZED AM
7: Spruce St & 5th St

















BACKGROUND AM
1/26/2015

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Stop			Stop			Stop			Stop	
Volume (vph)	9	33	21	6	33	12	31	28	15	4	15	2
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	10	36	23	7	36	13	34	30	16	4	16	2
Direction, Lane #	EB 1	WB 1	NB 1	SB 1								
Volume Total (vph)	68	55	80	23								
Volume Left (vph)	10	7	34	4								
Volume Right (vph)	23	13	16	2								
Hadj (s)	-0.14	-0.08	0.00	0.01								
Departure Headway (s)	4.0	4.1	4.2	4.3								
Degree Utilization, x	0.08	0.06	0.09	0.03								
Capacity (veh/h)	861	848	827	812								
Control Delay (s)	7.4	7.4	7.6	7.4								
Approach Delay (s)	7.4	7.4	7.6	7.4								
Approach LOS	A	A	A	A								
Intersection Summary												
Delay			7.5									
HCM Level of Service			A									
Intersection Capacity Utilization			19.7%	ICU Level of Service		A						
Analysis Period (min)			15									

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

UNSIGNALIZED AM
11: Cedar Dt & 5th St

BACKGROUND AM
1/26/2015




												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Stop			Stop			Stop			Stop	
Volume (vph)	9	65	38	9	67	36	5	16	5	0	13	7
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	10	71	41	10	73	39	5	17	5	0	14	8
Direction, Lane #	EB 1	WB 1	NB 1	SB 1								
Volume Total (vph)	122	122	28	22								
Volume Left (vph)	10	10	5	0								
Volume Right (vph)	41	39	5	8								
Hadj (s)	-0.15	-0.14	-0.04	-0.18								
Departure Headway (s)	4.0	4.0	4.4	4.3								
Degree Utilization, x	0.13	0.13	0.03	0.03								
Capacity (veh/h)	885	884	769	784								
Control Delay (s)	7.6	7.6	7.5	7.4								
Approach Delay (s)	7.6	7.6	7.5	7.4								
Approach LOS	A	A	A	A								
Intersection Summary												
Delay			7.6									
HCM Level of Service			A									
Intersection Capacity Utilization			20.4%		ICU Level of Service				A			
Analysis Period (min)			15									

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

UNSIGNALIZED AM
13: Spruce St & S. Rice Ave

BACKGROUND AM
1/26/2015

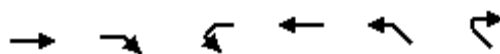


Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Volume (veh/h)	0	27	0	673	468	27
Sign Control	Stop			Free	Free	
Grade	0%			0%	0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	0	29	0	732	509	29
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type				None	None	
Median storage (veh)						
Upstream signal (ft)				150		
pX, platoon unblocked	0.85					
vC, conflicting volume	889	269	509			
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	514	269	509			
tC, single (s)	6.8	6.9	4.1			
tC, 2 stage (s)						
tF (s)	3.5	3.3	2.2			
p0 queue free %	100	96	100			
cM capacity (veh/h)	416	729	1053			
Direction, Lane #	EB 1	NB 1	NB 2	SB 1	SB 2	
Volume Total	29	366	366	339	199	
Volume Left	0	0	0	0	0	
Volume Right	29	0	0	0	29	
cSH	729	1700	1700	1700	1700	
Volume to Capacity	0.04	0.22	0.22	0.20	0.12	
Queue Length 95th (ft)	3	0	0	0	0	
Control Delay (s)	10.1	0.0	0.0	0.0	0.0	
Lane LOS	B					
Approach Delay (s)	10.1	0.0		0.0		
Approach LOS	B					
Intersection Summary						
Average Delay			0.2			
Intersection Capacity Utilization			23.8%	ICU Level of Service		A
Analysis Period (min)			15			

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

UNSIGNALIZED AM
22: Bissonnet St & Cedar St (North)

BACKGROUND AM
1/26/2015



Movement	EBT	EBR	WBL	WBT	NWL	NWR
Lane Configurations	↑↑		↵	↑↑	↵	
Volume (veh/h)	1161	87	5	348	35	9
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	1262	95	5	378	38	10
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	TWLT			TWLT		
Median storage (veh)	2			2		
Upstream signal (ft)	634			496		
pX, platoon unblocked			0.83		0.83	0.83
vC, conflicting volume			1357		1509	678
vC1, stage 1 conf vol					1309	
vC2, stage 2 conf vol					200	
vCu, unblocked vol			1017		1201	199
tC, single (s)			4.1		6.8	6.9
tC, 2 stage (s)					5.8	
tF (s)			2.2		3.5	3.3
p0 queue free %			99		86	99
cM capacity (veh/h)			562		265	671
Direction, Lane #	EB 1	EB 2	WB 1	WB 2	WB 3	NW 1
Volume Total	841	515	5	189	189	48
Volume Left	0	0	5	0	0	38
Volume Right	0	95	0	0	0	10
cSH	1700	1700	562	1700	1700	302
Volume to Capacity	0.49	0.30	0.01	0.11	0.11	0.16
Queue Length 95th (ft)	0	0	1	0	0	14
Control Delay (s)	0.0	0.0	11.5	0.0	0.0	19.1
Lane LOS			B			C
Approach Delay (s)	0.0		0.2			19.1
Approach LOS						C
Intersection Summary						
Average Delay			0.5			
Intersection Capacity Utilization			44.9%		ICU Level of Service	A
Analysis Period (min)			15			

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

TWO-WAY STOP CONTROL SUMMARY

General Information

Analyst	BGE
Agency/Co.	
Date Performed	01/21/2015
Analysis Time Period	5:00 pm

Site Information

Intersection	Bissonnet St & Cedar St (S
Jurisdiction	
Analysis Year	

Project Description

East/West Street:	North/South Street:
Intersection Orientation: East-West	Study Period (hrs): 1.00

Vehicle Volumes and Adjustments

Major Street	Eastbound			Westbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume (veh/h)	27	649	71	28	952	89
Peak-Hour Factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92
Hourly Flow Rate, HFR (veh/h)	29	705	77	30	1034	96
Percent Heavy Vehicles	2	--	--	2	--	--
Median Type	Two Way Left Turn Lane					
RT Channelized			0			0
Lanes	1	2	0	1	2	0
Configuration	L	T	TR	L	T	TR
Upstream Signal		1			1	





















Minor Street	Northbound			Southbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume (veh/h)	10	9	26	81	12	8
Peak-Hour Factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92
Hourly Flow Rate, HFR (veh/h)	10	9	28	88	13	8
Percent Heavy Vehicles	2	2	2	2	2	2
Percent Grade (%)	0			0		
Flared Approach		N			N	
Storage		0			0	
RT Channelized			0			0
Lanes	0	1	0	0	1	0
Configuration		LTR			LTR	

Delay, Queue Length, and Level of Service

Approach	Eastbound	Westbound	Northbound			Southbound		
Movement	1	4	7	8	9	10	11	
Lane Configuration	L	L		LTR			LTR	
v (veh/h)	29	30		47			109	
C (m) (veh/h)	833	896		530			414	
v/c	0.03	0.03		0.09			0.26	
95% queue length	0.11	0.10		0.29			1.06	
Control Delay (s/veh)	9.5	9.2		12.5			16.8	
LOS	A	A		B			C	
Approach Delay (s/veh)	--	--		12.5			16.8	
Approach LOS	--	--		B			C	

SIGNAL PM
3: Bissonnet St & 5th St

BACKGROUND PM
1/25/2015

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	28	580	6	13	960	9	2	0	14	131	7	94
Satd. Flow (prot)	1770	3532	0	1770	3536	0	0	1770	1583	0	1779	1583
Flt Permitted	0.950			0.950				0.586			0.736	
Satd. Flow (perm)	1770	3532	0	1770	3536	0	0	1092	1583	0	1371	1583
Satd. Flow (RTOR)		2			1				15			87
Lane Group Flow (vph)	30	637	0	14	1053	0	0	2	15	0	150	102
Turn Type	Prot			Prot			Perm		Perm	Perm		Perm
Protected Phases	7	4		3	8			2			6	
Permitted Phases							2		2	6		6
Total Split (s)	10.0	80.0	0.0	10.0	80.0	0.0	30.0	30.0	30.0	30.0	30.0	30.0
Total Lost Time (s)	6.0	6.0	4.0	6.0	6.0	4.0	6.0	6.0	6.0	6.0	6.0	6.0
Act Effect Green (s)	4.0	80.0		4.0	78.0			24.0	24.0		24.0	24.0
Actuated g/C Ratio	0.03	0.67		0.03	0.65			0.20	0.20		0.20	0.20
v/c Ratio	0.51	0.27		0.24	0.46			0.01	0.05		0.55	0.26
Control Delay	85.7	9.0		66.2	11.8			39.0	17.3		51.7	13.1
Queue Delay	0.0	0.0		0.0	0.0			0.0	0.0		0.0	0.0
Total Delay	85.7	9.0		66.2	11.8			39.0	17.3		51.7	13.1
LOS	F	A		E	B			D	B		D	B
Approach Delay		12.4			12.5			19.8			36.1	
Approach LOS		B			B			B			D	
Queue Length 50th (ft)	23	84		11	218			1	0		105	10
Queue Length 95th (ft)	#67	145		34	268			9	19		176	58
Internal Link Dist (ft)		1634			366			190			187	
Turn Bay Length (ft)	80			100					80			60
Base Capacity (vph)	59	2355		59	2299			218	329		274	386
Starvation Cap Reductn	0	0		0	0			0	0		0	0
Spillback Cap Reductn	0	0		0	0			0	0		0	0
Storage Cap Reductn	0	0		0	0			0	0		0	0
Reduced v/c Ratio	0.51	0.27		0.24	0.46			0.01	0.05		0.55	0.26

Intersection Summary

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 40 (33%), Referenced to phase 4:EBT and 8:WBT, Start of Green

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.55

Intersection Signal Delay: 15.5

Intersection LOS: B

Intersection Capacity Utilization 51.1%

ICU Level of Service A

Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

SIGNAL PM
3: Bissonnet St & 5th St





















BACKGROUND PM
1/25/2015

Splits and Phases: 3: Bissonnet St & 5th St



SIGNAL PM
17: Bissonnet St & S. Rice Ave

BACKGROUND PM
1/25/2015

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	139	462	45	78	759	106	137	436	68	67	628	230
Satd. Flow (prot)	1770	3493	0	1770	3476	0	1770	3468	0	1770	3398	0
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	1770	3493	0	1770	3476	0	1770	3468	0	1770	3398	0
Satd. Flow (RTOR)		9			13			15			44	
Lane Group Flow (vph)	151	551	0	85	940	0	149	548	0	73	933	0
Turn Type	Prot			Prot			Prot			Prot		
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases												
Total Split (s)	20.0	42.0	0.0	18.0	40.0	0.0	18.0	42.0	0.0	18.0	42.0	0.0
Total Lost Time (s)	6.0	6.0	4.0	6.0	6.0	4.0	6.0	6.0	4.0	6.0	6.0	4.0
Act Effct Green (s)	13.2	39.6		11.0	34.8		12.0	40.6		9.8	36.0	
Actuated g/C Ratio	0.11	0.33		0.09	0.29		0.10	0.34		0.08	0.30	
v/c Ratio	0.77	0.48		0.52	0.92		0.84	0.46		0.50	0.89	
Control Delay	77.7	34.2		63.7	56.2		89.7	33.0		64.3	49.7	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay	77.7	34.2		63.7	56.2		89.7	33.0		64.3	49.7	
LOS	E	C		E	E		F	C		E	D	
Approach Delay		43.6			56.8			45.1			50.8	
Approach LOS		D			E			D			D	
Queue Length 50th (ft)	115	183		63	371		115	176		55	347	
Queue Length 95th (ft)	#214	240		117	#503		#233	236		104	#463	
Internal Link Dist (ft)		206			1358			1020			70	
Turn Bay Length (ft)	120			120			80					
Base Capacity (vph)	207	1159		177	1018		177	1185		177	1050	
Starvation Cap Reductn	0	0		0	0		0	0		0	0	
Spillback Cap Reductn	0	0		0	0		0	0		0	0	
Storage Cap Reductn	0	0		0	0		0	0		0	0	
Reduced v/c Ratio	0.73	0.48		0.48	0.92		0.84	0.46		0.41	0.89	

Intersection Summary

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 62 (52%), Referenced to phase 4:EBT and 8:WBT, Start of Green

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.92

Intersection Signal Delay: 50.0

Intersection LOS: D

Intersection Capacity Utilization 84.4%

ICU Level of Service E

Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.

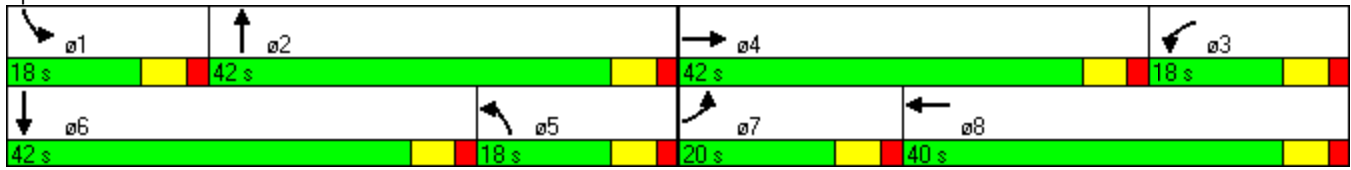
Queue shown is maximum after two cycles.

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

SIGNAL PM
17: Bissonnet St & S. Rice Ave



















BACKGROUND PM
1/25/2015

Splits and Phases: 17: Bissonnet St & S. Rice Ave



UNSIGNALIZED PM
5: Bissonnet St & Cedar St (South)

















BACKGROUND PM
1/26/2015

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL2	NBL	NBR	SEL	SER	SER2
Lane Configurations												
Volume (veh/h)	27	649	71	28	952	89	10	9	26	81	12	8
Sign Control		Free			Free			Stop		Stop		
Grade		0%			0%			0%		0%		
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	29	705	77	30	1035	97	11	10	28	88	13	9
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type	TWLTL			TWLTL								
Median storage veh	2			2								
Upstream signal (ft)	446			684								
pX, platoon unblocked				0.93			0.93	0.93	0.93	0.93	0.93	
vC, conflicting volume	1132			783			1396	1995	391	1589	1985	566
vC1, stage 1 conf vol							803	803		1144	1144	
vC2, stage 2 conf vol							593	1192		445	841	
vCu, unblocked vol	1132			605			1268	1915	182	1475	1904	566
tC, single (s)	4.1			4.1			7.5	6.5	6.9	7.5	6.5	6.9
tC, 2 stage (s)							6.5	5.5		6.5	5.5	
tF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	95			97			96	95	96	55	94	98
cM capacity (veh/h)	613			897			284	196	768	194	216	468
Direction, Lane #	EB 1	EB 2	EB 3	WB 1	WB 2	WB 3	NB 1	SE 1				
Volume Total	29	470	312	30	690	442	49	110				
Volume Left	29	0	0	30	0	0	11	88				
Volume Right	0	0	77	0	0	97	28	9				
cSH	613	1700	1700	897	1700	1700	391	206				
Volume to Capacity	0.05	0.28	0.18	0.03	0.41	0.26	0.13	0.53				
Queue Length 95th (ft)	4	0	0	3	0	0	11	70				
Control Delay (s)	11.2	0.0	0.0	9.2	0.0	0.0	15.5	40.9				
Lane LOS	B			A			C	E				
Approach Delay (s)	0.4			0.2			15.5	40.9				
Approach LOS							C	E				
Intersection Summary												
Average Delay	2.7											
Intersection Capacity Utilization	48.2%			ICU Level of Service				A				
Analysis Period (min)	15											

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

UNSIGNALIZED PM
7: Spruce St & 5th St

















BACKGROUND PM
1/26/2015

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Stop			Stop			Stop			Stop	
Volume (vph)	5	41	45	38	45	19	58	48	20	8	30	5
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	5	45	49	41	49	21	63	52	22	9	33	5
Direction, Lane #	EB 1	WB 1	NB 1	SB 1								
Volume Total (vph)	99	111	137	47								
Volume Left (vph)	5	41	63	9								
Volume Right (vph)	49	21	22	5								
Hadj (s)	-0.25	0.00	0.03	0.00								
Departure Headway (s)	4.2	4.4	4.5	4.5								
Degree Utilization, x	0.12	0.14	0.17	0.06								
Capacity (veh/h)	813	765	766	740								
Control Delay (s)	7.8	8.1	8.4	7.8								
Approach Delay (s)	7.8	8.1	8.4	7.8								
Approach LOS	A	A	A	A								
Intersection Summary												
Delay			8.1									
HCM Level of Service			A									
Intersection Capacity Utilization			32.6%		ICU Level of Service				A			
Analysis Period (min)			15									

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

UNSIGNALIZED PM
11: Cedar Dt & 5th St

BACKGROUND PM
1/26/2015

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Stop			Stop			Stop			Stop	
Volume (vph)	27	92	79	30	88	35	8	18	10	12	115	29
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	29	100	86	33	96	38	9	20	11	13	125	32
Direction, Lane #	EB 1	WB 1	NB 1	SB 1								
Volume Total (vph)	215	166	39	170								
Volume Left (vph)	29	33	9	13								
Volume Right (vph)	86	38	11	32								
Hadj (s)	-0.18	-0.06	-0.09	-0.06								
Departure Headway (s)	4.5	4.6	4.9	4.8								
Degree Utilization, x	0.27	0.21	0.05	0.23								
Capacity (veh/h)	761	733	656	697								
Control Delay (s)	9.1	8.9	8.2	9.2								
Approach Delay (s)	9.1	8.9	8.2	9.2								
Approach LOS	A	A	A	A								
Intersection Summary												
Delay			9.0									
HCM Level of Service			A									
Intersection Capacity Utilization			29.5%		ICU Level of Service				A			
Analysis Period (min)			15									

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

UNSIGNALIZED PM
13: Spruce St & S. Rice Ave

BACKGROUND PM
1/26/2015

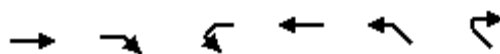


Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations		↗		↗↗	↗↗	
Volume (veh/h)	0	37	0	673	864	48
Sign Control	Stop			Free	Free	
Grade	0%			0%	0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	0	40	0	732	939	52
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type				None	None	
Median storage (veh)						
Upstream signal (ft)				150		
pX, platoon unblocked	0.88					
vC, conflicting volume	1331	496	939			
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	1110	496	939			
tC, single (s)	6.8	6.9	4.1			
tC, 2 stage (s)						
tF (s)	3.5	3.3	2.2			
p0 queue free %	100	92	100			
cM capacity (veh/h)	180	520	725			
Direction, Lane #	EB 1	NB 1	NB 2	SB 1	SB 2	
Volume Total	40	366	366	626	365	
Volume Left	0	0	0	0	0	
Volume Right	40	0	0	0	52	
cSH	520	1700	1700	1700	1700	
Volume to Capacity	0.08	0.22	0.22	0.37	0.21	
Queue Length 95th (ft)	6	0	0	0	0	
Control Delay (s)	12.5	0.0	0.0	0.0	0.0	
Lane LOS	B					
Approach Delay (s)	12.5	0.0		0.0		
Approach LOS	B					
Intersection Summary						
Average Delay			0.3			
Intersection Capacity Utilization			35.4%	ICU Level of Service		A
Analysis Period (min)			15			

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

UNSIGNALIZED PM
22: Bissonnet St & Cedar St (North)

BACKGROUND PM
1/26/2015



Movement	EBT	EBR	WBL	WBT	NWL	NWR
Lane Configurations	↑↑		↵	↑↑	↵	
Volume (veh/h)	512	148	21	982	40	47
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	557	161	23	1067	43	51
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	TWLT			TWLT		
Median storage veh	2			2		
Upstream signal (ft)	634			496		
pX, platoon unblocked			0.95		0.95	0.95
vC, conflicting volume			717		1216	359
vC1, stage 1 conf vol					637	
vC2, stage 2 conf vol					579	
vCu, unblocked vol			610		1132	234
tC, single (s)			4.1		6.8	6.9
tC, 2 stage (s)					5.8	
tF (s)			2.2		3.5	3.3
p0 queue free %			98		89	93
cM capacity (veh/h)			921		399	733
Direction, Lane #	EB 1	EB 2	WB 1	WB 2	WB 3	NW 1
Volume Total	371	346	23	534	534	95
Volume Left	0	0	23	0	0	43
Volume Right	0	161	0	0	0	51
cSH	1700	1700	921	1700	1700	529
Volume to Capacity	0.22	0.20	0.02	0.31	0.31	0.18
Queue Length 95th (ft)	0	0	2	0	0	16
Control Delay (s)	0.0	0.0	9.0	0.0	0.0	13.3
Lane LOS			A			B
Approach Delay (s)	0.0		0.2			13.3
Approach LOS						B
Intersection Summary						
Average Delay			0.8			
Intersection Capacity Utilization			38.9%		ICU Level of Service	A
Analysis Period (min)			15			

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

Appendix E

Analysis Worksheet for “Year 2019 Total Traffic Volumes” Condition

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

DRIVEWAYS AM
1: Spruce St & DW#3

TOTAL AM
1/26/2015

	→	↘	↙	←	↖	↗
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↰			↱	↰	↱
Volume (veh/h)	65	15	10	33	14	17
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	71	16	11	36	15	18
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None			None		
Median storage (veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume			87		136	79
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol			87		136	79
tC, single (s)			4.1		6.4	6.2
tC, 2 stage (s)						
tF (s)			2.2		3.5	3.3
p0 queue free %			99		98	98
cM capacity (veh/h)			1509		851	982
Direction, Lane #	EB 1	WB 1	NB 1			
Volume Total	87	47	34			
Volume Left	0	11	15			
Volume Right	16	0	18			
cSH	1700	1509	918			
Volume to Capacity	0.05	0.01	0.04			
Queue Length 95th (ft)	0	1	3			
Control Delay (s)	0.0	1.8	9.1			
Lane LOS		A	A			
Approach Delay (s)	0.0	1.8	9.1			
Approach LOS			A			
Intersection Summary						
Average Delay			2.3			
Intersection Capacity Utilization			19.0%	ICU Level of Service		A
Analysis Period (min)			15			

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

DRIVEWAYS AM
15: Spruce St & DW#4

TOTAL AM
1/26/2015

	→	↘	↙	←	↖	↗
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↱			↱	↘↙	
Volume (veh/h)	65	15	10	33	14	17
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	71	16	11	36	15	18
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None			None		
Median storage (veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume			87		136	79
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol			87		136	79
tC, single (s)			4.1		6.4	6.2
tC, 2 stage (s)						
tF (s)			2.2		3.5	3.3
p0 queue free %			99		98	98
cM capacity (veh/h)			1509		851	982
Direction, Lane #	EB 1	WB 1	NB 1			
Volume Total	87	47	34			
Volume Left	0	11	15			
Volume Right	16	0	18			
cSH	1700	1509	918			
Volume to Capacity	0.05	0.01	0.04			
Queue Length 95th (ft)	0	1	3			
Control Delay (s)	0.0	1.8	9.1			
Lane LOS		A	A			
Approach Delay (s)	0.0	1.8	9.1			
Approach LOS			A			
Intersection Summary						
Average Delay			2.3			
Intersection Capacity Utilization			19.0%	ICU Level of Service	A	
Analysis Period (min)			15			

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

DRIVEWAYS AM
20: Bissonnet St & DW#1

TOTAL AM
1/26/2015

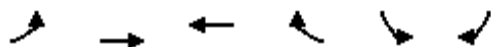





Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Volume (veh/h)	23	1240	404	30	19	14
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	25	1348	439	33	21	15
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		TWLT	TWLT			
Median storage (veh)		2	2			
Upstream signal (ft)		813	317			
pX, platoon unblocked	0.95				0.83	0.95
vC, conflicting volume	472				1179	236
vC1, stage 1 conf vol					455	
vC2, stage 2 conf vol					724	
vCu, unblocked vol	329				525	80
tC, single (s)	4.1				6.8	6.9
tC, 2 stage (s)					5.8	
tF (s)	2.2				3.5	3.3
p0 queue free %	98				96	98
cM capacity (veh/h)	1162				563	913
Direction, Lane #	EB 1	EB 2	EB 3	WB 1	WB 2	SB 1
Volume Total	25	674	674	293	179	36
Volume Left	25	0	0	0	0	21
Volume Right	0	0	0	0	33	15
cSH	1162	1700	1700	1700	1700	672
Volume to Capacity	0.02	0.40	0.40	0.17	0.11	0.05
Queue Length 95th (ft)	2	0	0	0	0	4
Control Delay (s)	8.2	0.0	0.0	0.0	0.0	10.7
Lane LOS	A					B
Approach Delay (s)	0.1			0.0		10.7
Approach LOS						B
Intersection Summary						
Average Delay			0.3			
Intersection Capacity Utilization			44.3%		ICU Level of Service	A
Analysis Period (min)			15			

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

DRIVEWAYS AM
27: Cedar St & DW#2

TOTAL AM
1/26/2015























Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Volume (veh/h)	23	69	90	30	19	14
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	25	75	98	33	21	15
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		None	None			
Median storage (veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	130				239	114
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	130				239	114
tC, single (s)	4.1				6.4	6.2
tC, 2 stage (s)						
tF (s)	2.2				3.5	3.3
p0 queue free %	98				97	98
cM capacity (veh/h)	1455				736	938
Direction, Lane #	EB 1	WB 1	SB 1			
Volume Total	100	130	36			
Volume Left	25	0	21			
Volume Right	0	33	15			
cSH	1455	1700	810			
Volume to Capacity	0.02	0.08	0.04			
Queue Length 95th (ft)	1	0	3			
Control Delay (s)	2.0	0.0	9.6			
Lane LOS	A		A			
Approach Delay (s)	2.0	0.0	9.6			
Approach LOS			A			
Intersection Summary						
Average Delay			2.0			
Intersection Capacity Utilization		21.6%		ICU Level of Service		A
Analysis Period (min)		15				

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

SIGNALS AM

3: Bissonnet St & 5th St

TOTAL AM
1/26/2015

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	23	1219	2	4	306	6	0	6	7	44	0	38
Satd. Flow (prot)	1770	3539	0	1770	3529	0	0	1863	1583	0	1770	1583
Flt Permitted	0.950			0.950							0.753	
Satd. Flow (perm)	1770	3539	0	1770	3529	0	0	1863	1583	0	1403	1583
Satd. Flow (RTOR)					3				8			41
Lane Group Flow (vph)	25	1327	0	4	340	0	0	7	8	0	48	41
Turn Type	Prot			Prot			Perm		Perm	Perm		Perm
Protected Phases	7	4		3	8			2			6	
Permitted Phases							2		2	6		6
Total Split (s)	12.0	80.0	0.0	12.0	80.0	0.0	28.0	28.0	28.0	28.0	28.0	28.0
Total Lost Time (s)	6.0	6.0	4.0	6.0	6.0	4.0	6.0	6.0	6.0	6.0	6.0	6.0
Act Effect Green (s)	5.9	83.6		5.7	78.8			22.0	22.0		22.0	22.0
Actuated g/C Ratio	0.05	0.70		0.05	0.66			0.18	0.18		0.18	0.18
v/c Ratio	0.29	0.54		0.05	0.15			0.02	0.03		0.19	0.13
Control Delay	63.6	10.4		51.8	8.5			40.5	22.0		43.7	13.2
Queue Delay	0.0	0.0		0.0	0.0			0.0	0.0		0.0	0.0
Total Delay	63.6	10.4		51.8	8.5			40.5	22.0		43.7	13.2
LOS	E	B		D	A			D	C		D	B
Approach Delay		11.4			9.0			30.6			29.6	
Approach LOS		B			A			C			C	
Queue Length 50th (ft)	19	217		3	56			4	0		32	0
Queue Length 95th (ft)	49	376		m11	76			18	14		68	32
Internal Link Dist (ft)		1634			366			190			187	
Turn Bay Length (ft)	80			100					80			60
Base Capacity (vph)	89	2465		89	2318			342	297		257	324
Starvation Cap Reductn	0	0		0	0			0	0		0	0
Spillback Cap Reductn	0	0		0	0			0	0		0	0
Storage Cap Reductn	0	0		0	0			0	0		0	0
Reduced v/c Ratio	0.28	0.54		0.04	0.15			0.02	0.03		0.19	0.13

Intersection Summary

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 40 (33%), Referenced to phase 4:EBT and 8:WBT, Start of Green

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.54

Intersection Signal Delay: 12.0

Intersection LOS: B

Intersection Capacity Utilization 55.4%

ICU Level of Service B

Analysis Period (min) 15





















m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 3: Bissonnet St & 5th St



SIGNALS AM
17: Bissonnet St & S. Rice Ave

TOTAL AM
1/26/2015

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	194	1145	17	46	256	53	61	500	106	65	335	81
Satd. Flow (prot)	1770	3532	0	1770	3447	0	1770	3447	0	1770	3437	0
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	1770	3532	0	1770	3447	0	1770	3447	0	1770	3437	0
Satd. Flow (RTOR)		1			24			21			25	
Lane Group Flow (vph)	211	1263	0	50	336	0	66	658	0	71	452	0
Turn Type	Prot			Prot			Prot			Prot		
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases												
Total Split (s)	15.0	55.0	0.0	12.0	52.0	0.0	12.0	41.0	0.0	12.0	41.0	0.0
Total Lost Time (s)	6.0	6.0	4.0	6.0	6.0	4.0	6.0	6.0	4.0	6.0	6.0	4.0
Act Effect Green (s)	9.0	51.4		5.9	46.0		6.0	35.0		6.0	37.4	
Actuated g/C Ratio	0.08	0.43		0.05	0.38		0.05	0.29		0.05	0.31	
v/c Ratio	1.59	0.83		0.57	0.25		0.74	0.65		0.80	0.42	
Control Delay	337.2	30.0		80.6	24.0		99.4	39.3		108.1	32.9	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay	337.2	30.0		80.6	24.0		99.4	39.3		108.1	32.9	
LOS	F	C		F	C		F	D		F	C	
Approach Delay		74.0			31.3			44.8			43.1	
Approach LOS		E			C			D			D	
Queue Length 50th (ft)	~241	470		39	85		51	226		56	141	
Queue Length 95th (ft)	#400	388		#95	121		#130	292		#141	192	
Internal Link Dist (ft)		237			1358			1020			70	
Turn Bay Length (ft)	120			120			80					
Base Capacity (vph)	133	1514		89	1336		89	1020		89	1088	
Starvation Cap Reductn	0	0		0	0		0	0		0	0	
Spillback Cap Reductn	0	0		0	0		0	0		0	0	
Storage Cap Reductn	0	0		0	0		0	0		0	0	
Reduced v/c Ratio	1.59	0.83		0.56	0.25		0.74	0.65		0.80	0.42	

Intersection Summary

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 56 (47%), Referenced to phase 4:EBT and 8:WBT, Start of Green

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 1.59

Intersection Signal Delay: 56.7

Intersection LOS: E

Intersection Capacity Utilization 76.3%

ICU Level of Service D

Analysis Period (min) 15

~ Volume exceeds capacity, queue is theoretically infinite.

Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.

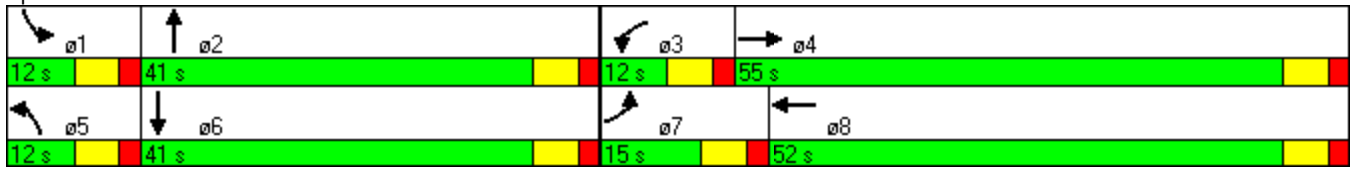
Queue shown is maximum after two cycles.

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

SIGNALS AM
17: Bissonnet St & S. Rice Ave



















TOTAL AM
1/26/2015

Splits and Phases: 17: Bissonnet St & S. Rice Ave



UNSIGNALIZED AM
5: Bissonnet St & Cedar St (South)

















TOTAL AM
1/26/2015

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL2	NBL	NBR	SEL	SER	SER2
Lane Configurations												
Volume (veh/h)	16	1214	34	7	316	78	4	13	9	61	7	3
Sign Control		Free			Free			Stop		Stop		
Grade		0%			0%			0%		0%		
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	17	1320	37	8	343	85	4	14	10	66	8	3
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type	TWLTL			TWLTL								
Median storage veh	2			2								
Upstream signal (ft)	446			684								
pX, platoon unblocked				0.79			0.79	0.79	0.79	0.79	0.79	
vC, conflicting volume	428			1357			1567	1816	678	1112	1792	214
vC1, stage 1 conf vol							1373	1373		401	401	
vC2, stage 2 conf vol							194	443		711	1391	
vCu, unblocked vol	428			914			1181	1497	53	604	1467	214
tC, single (s)	4.1			4.1			7.5	6.5	6.9	7.5	6.5	6.9
tC, 2 stage (s)							6.5	5.5		6.5	5.5	
tF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	98			99			98	94	99	86	97	100
cM capacity (veh/h)	1128			584			213	243	791	490	235	791
Direction, Lane #	EB 1	EB 2	EB 3	WB 1	WB 2	WB 3	NB 1	SE 1				
Volume Total	17	880	477	8	229	199	28	77				
Volume Left	17	0	0	8	0	0	4	66				
Volume Right	0	0	37	0	0	85	10	3				
cSH	1128	1700	1700	584	1700	1700	311	449				
Volume to Capacity	0.02	0.52	0.28	0.01	0.13	0.12	0.09	0.17				
Queue Length 95th (ft)	1	0	0	1	0	0	7	15				
Control Delay (s)	8.2	0.0	0.0	11.2	0.0	0.0	17.7	14.7				
Lane LOS	A			B			C	B				
Approach Delay (s)	0.1			0.2			17.7	14.7				
Approach LOS							C	B				
Intersection Summary												
Average Delay	1.0											
Intersection Capacity Utilization	52.0%			ICU Level of Service				A				
Analysis Period (min)	15											

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

UNSIGNALIZED AM
7: Spruce St & 5th St

















TOTAL AM
1/26/2015

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Stop			Stop			Stop			Stop	
Volume (vph)	9	37	21	8	35	20	31	28	19	11	15	2
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	10	40	23	9	38	22	34	30	21	12	16	2
Direction, Lane #	EB 1	WB 1	NB 1	SB 1								
Volume Total (vph)	73	68	85	30								
Volume Left (vph)	10	9	34	12								
Volume Right (vph)	23	22	21	2								
Hadj (s)	-0.13	-0.13	-0.03	0.07								
Departure Headway (s)	4.1	4.1	4.2	4.4								
Degree Utilization, x	0.08	0.08	0.10	0.04								
Capacity (veh/h)	848	848	821	791								
Control Delay (s)	7.5	7.4	7.7	7.5								
Approach Delay (s)	7.5	7.4	7.7	7.5								
Approach LOS	A	A	A	A								
Intersection Summary												
Delay			7.5									
HCM Level of Service			A									
Intersection Capacity Utilization			17.4%	ICU Level of Service		A						
Analysis Period (min)			15									

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

UNSIGNALIZED AM
11: Cedar Dt & 5th St

TOTAL AM
1/26/2015

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Stop			Stop			Stop			Stop	
Volume (vph)	9	69	38	13	69	36	5	20	9	5	44	13
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	10	75	41	14	75	39	5	22	10	5	48	14
Direction, Lane #	EB 1	WB 1	NB 1	SB 1								
Volume Total (vph)	126	128	37	67								
Volume Left (vph)	10	14	5	5								
Volume Right (vph)	41	39	10	14								
Hadj (s)	-0.15	-0.13	-0.10	-0.08								
Departure Headway (s)	4.1	4.1	4.4	4.4								
Degree Utilization, x	0.14	0.15	0.05	0.08								
Capacity (veh/h)	843	831	757	759								
Control Delay (s)	7.8	7.9	7.6	7.8								
Approach Delay (s)	7.8	7.9	7.6	7.8								
Approach LOS	A	A	A	A								
Intersection Summary												
Delay			7.8									
HCM Level of Service			A									
Intersection Capacity Utilization			20.1%	ICU Level of Service					A			
Analysis Period (min)			15									

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

UNSIGNALIZED AM
13: Spruce St & S. Rice Ave

TOTAL AM
1/26/2015

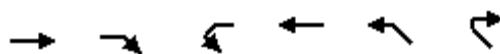


Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations		↗		↕	↕	↖
Volume (veh/h)	0	27	0	673	468	40
Sign Control	Stop			Free	Free	
Grade	0%			0%	0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	0	29	0	732	509	43
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type				None	None	
Median storage (veh)						
Upstream signal (ft)				150		
pX, platoon unblocked	0.85					
vC, conflicting volume	896	276	509			
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	523	276	509			
tC, single (s)	6.8	6.9	4.1			
tC, 2 stage (s)						
tF (s)	3.5	3.3	2.2			
p0 queue free %	100	96	100			
cM capacity (veh/h)	411	721	1053			
Direction, Lane #	EB 1	NB 1	NB 2	SB 1	SB 2	
Volume Total	29	366	366	339	213	
Volume Left	0	0	0	0	0	
Volume Right	29	0	0	0	43	
cSH	721	1700	1700	1700	1700	
Volume to Capacity	0.04	0.22	0.22	0.20	0.13	
Queue Length 95th (ft)	3	0	0	0	0	
Control Delay (s)	10.2	0.0	0.0	0.0	0.0	
Lane LOS	B					
Approach Delay (s)	10.2	0.0		0.0		
Approach LOS	B					
Intersection Summary						
Average Delay			0.2			
Intersection Capacity Utilization			24.2%	ICU Level of Service		A
Analysis Period (min)			15			

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

UNSIGNALIZED AM
22: Bissonnet St & Cedar St (North)

TOTAL AM
1/26/2015



Movement	EBT	EBR	WBL	WBT	NWL	NWR
Lane Configurations	↑↑		↵	↑↑	↵	
Volume (veh/h)	1171	87	5	348	35	9
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	1273	95	5	378	38	10
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	TWLT			TWLT		
Median storage (veh)	2			2		
Upstream signal (ft)	634			496		
pX, platoon unblocked			0.79		0.80	0.79
vC, conflicting volume			1367		1520	684
vC1, stage 1 conf vol					1320	
vC2, stage 2 conf vol					200	
vCu, unblocked vol			938		1087	74
tC, single (s)			4.1		6.8	6.9
tC, 2 stage (s)					5.8	
tF (s)			2.2		3.5	3.3
p0 queue free %			99		86	99
cM capacity (veh/h)			575		280	770
Direction, Lane #	EB 1	EB 2	WB 1	WB 2	WB 3	NW 1
Volume Total	849	519	5	189	189	48
Volume Left	0	0	5	0	0	38
Volume Right	0	95	0	0	0	10
cSH	1700	1700	575	1700	1700	322
Volume to Capacity	0.50	0.31	0.01	0.11	0.11	0.15
Queue Length 95th (ft)	0	0	1	0	0	13
Control Delay (s)	0.0	0.0	11.3	0.0	0.0	18.1
Lane LOS			B			C
Approach Delay (s)	0.0		0.2			18.1
Approach LOS						C
Intersection Summary						
Average Delay			0.5			
Intersection Capacity Utilization			45.1%		ICU Level of Service	A
Analysis Period (min)			15			

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

TWO-WAY STOP CONTROL SUMMARY

General Information

Analyst	BGE
Agency/Co.	
Date Performed	01/21/2015
Analysis Time Period	5:00 pm

Site Information

Intersection	Bissonnet St & Cedar St (S
Jurisdiction	
Analysis Year	

Project Description

East/West Street:	North/South Street:
Intersection Orientation: East-West	Study Period (hrs): 1.00

Vehicle Volumes and Adjustments

Major Street	Eastbound			Westbound		
Movement	1	2	3	4	5	6
	L	T	R	L	T	R
Volume (veh/h)	27	668	71	28	952	108
Peak-Hour Factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92
Hourly Flow Rate, HFR (veh/h)	29	726	77	30	1034	117
Percent Heavy Vehicles	2	--	--	2	--	--
Median Type	Two Way Left Turn Lane					
RT Channelized			0			0
Lanes	1	2	0	1	2	0
Configuration	L	T	TR	L	T	TR
Upstream Signal		1			1	

Minor Street	Northbound			Southbound		
Movement	7	8	9	10	11	12
	L	T	R	L	T	R
Volume (veh/h)	10	9	26	93	12	8
Peak-Hour Factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92
Hourly Flow Rate, HFR (veh/h)	10	9	28	101	13	8
Percent Heavy Vehicles	2	2	2	2	2	2
Percent Grade (%)	0			0		
Flared Approach		N			N	
Storage		0			0	
RT Channelized			0			0
Lanes	0	1	0	0	1	0
Configuration		LTR			LTR	

Delay, Queue Length, and Level of Service

Approach	Eastbound	Westbound	Northbound			Southbound		
Movement	1	4	7	8	9	10	11	
Lane Configuration	L	L		LTR			LTR	
v (veh/h)	29	30		47			122	
C (m) (veh/h)	824	885		526			415	
v/c	0.04	0.03		0.09			0.29	
95% queue length	0.11	0.11		0.29			1.24	
Control Delay (s/veh)	9.5	9.2		12.5			17.3	
LOS	A	A		B			C	
Approach Delay (s/veh)	--	--		12.5			17.3	
Approach LOS	--	--		B			C	

DRIVEWAYS PM
14: Spruce St & DW#3

TOTAL PM
1/26/2015

	→	↘	↙	←	↖	↗
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↰			↱	↘	↗
Volume (veh/h)	103	34	34	45	14	17
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	112	37	37	49	15	18
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None			None		
Median storage veh						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume			149		253	130
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol			149		253	130
tC, single (s)			4.1		6.4	6.2
tC, 2 stage (s)						
tF (s)			2.2		3.5	3.3
p0 queue free %			97		98	98
cM capacity (veh/h)			1433		716	919
Direction, Lane #	EB 1	WB 1	NB 1			
Volume Total	149	86	34			
Volume Left	0	37	15			
Volume Right	37	0	18			
cSH	1700	1433	815			
Volume to Capacity	0.09	0.03	0.04			
Queue Length 95th (ft)	0	2	3			
Control Delay (s)	0.0	3.4	9.6			
Lane LOS		A	A			
Approach Delay (s)	0.0	3.4	9.6			
Approach LOS			A			
Intersection Summary						
Average Delay			2.3			
Intersection Capacity Utilization			25.1%	ICU Level of Service		A
Analysis Period (min)			15			

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

DRIVEWAYS PM
18: Spruce St & DW#4

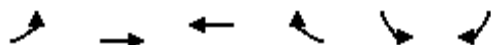
TOTAL PM
1/26/2015

	→	↘	↙	←	↖	↗
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↱			↱	↘↙	
Volume (veh/h)	103	34	34	45	14	17
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	112	37	37	49	15	18
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None			None		
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume			149		253	130
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol			149		253	130
tC, single (s)			4.1		6.4	6.2
tC, 2 stage (s)						
tF (s)			2.2		3.5	3.3
p0 queue free %			97		98	98
cM capacity (veh/h)			1433		716	919
Direction, Lane #	EB 1	WB 1	NB 1			
Volume Total	149	86	34			
Volume Left	0	37	15			
Volume Right	37	0	18			
cSH	1700	1433	815			
Volume to Capacity	0.09	0.03	0.04			
Queue Length 95th (ft)	0	2	3			
Control Delay (s)	0.0	3.4	9.6			
Lane LOS		A	A			
Approach Delay (s)	0.0	3.4	9.6			
Approach LOS			A			
Intersection Summary						
Average Delay		2.3				
Intersection Capacity Utilization		25.1%	ICU Level of Service	A		
Analysis Period (min)		15				

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

DRIVEWAYS PM
20: Bissonnet St & DW#1

TOTAL PM
1/26/2015






Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Volume (veh/h)	51	624	1084	68	66	49
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	55	678	1178	74	72	53
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		TWLT	TL			
Median storage (veh)		2	2			
Upstream signal (ft)		773	357			
pX, platoon unblocked	0.74				0.74	0.74
vC, conflicting volume	1252				1665	626
vC1, stage 1 conf vol					1215	
vC2, stage 2 conf vol					450	
vCu, unblocked vol	623				1184	0
tC, single (s)	4.1				6.8	6.9
tC, 2 stage (s)					5.8	
tF (s)	2.2				3.5	3.3
p0 queue free %	92				78	93
cM capacity (veh/h)	702				331	797
Direction, Lane #	EB 1	EB 2	EB 3	WB 1	WB 2	SB 1
Volume Total	55	339	339	786	467	125
Volume Left	55	0	0	0	0	72
Volume Right	0	0	0	0	74	53
cSH	702	1700	1700	1700	1700	441
Volume to Capacity	0.08	0.20	0.20	0.46	0.27	0.28
Queue Length 95th (ft)	6	0	0	0	0	29
Control Delay (s)	10.6	0.0	0.0	0.0	0.0	16.4
Lane LOS	B					C
Approach Delay (s)	0.8			0.0		16.4
Approach LOS						C
Intersection Summary						
Average Delay			1.2			
Intersection Capacity Utilization			52.1%		ICU Level of Service	A
Analysis Period (min)			15			

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

DRIVEWAYS PM
27: Cedar St & DW#2

TOTAL PM
1/26/2015























Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Volume (veh/h)	51	102	139	68	66	49
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	55	111	151	74	72	53
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		None	None			
Median storage (veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	225				410	188
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	225				410	188
tC, single (s)	4.1				6.4	6.2
tC, 2 stage (s)						
tF (s)	2.2				3.5	3.3
p0 queue free %	96				87	94
cM capacity (veh/h)	1344				573	854
Direction, Lane #	EB 1	WB 1	SB 1			
Volume Total	166	225	125			
Volume Left	55	0	72			
Volume Right	0	74	53			
cSH	1344	1700	667			
Volume to Capacity	0.04	0.13	0.19			
Queue Length 95th (ft)	3	0	17			
Control Delay (s)	2.8	0.0	11.6			
Lane LOS	A		B			
Approach Delay (s)	2.8	0.0	11.6			
Approach LOS			B			
Intersection Summary						
Average Delay			3.7			
Intersection Capacity Utilization			36.3%	ICU Level of Service		A
Analysis Period (min)			15			

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

SIGNALS PM
3: Bissonnet St & 5th St

TOTAL PM
1/26/2015

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	38	593	6	25	966	9	2	7	21	137	7	106
Satd. Flow (prot)	1770	3532	0	1770	3536	0	0	1844	1583	0	1779	1583
Flt Permitted	0.950			0.950				0.956			0.730	
Satd. Flow (perm)	1770	3532	0	1770	3536	0	0	1781	1583	0	1360	1583
Satd. Flow (RTOR)		2			1				23			93
Lane Group Flow (vph)	41	652	0	27	1060	0	0	10	23	0	157	115
Turn Type	Prot			Prot			Perm		Perm	Perm		Perm
Protected Phases	7	4		3	8			2			6	
Permitted Phases							2		2	6		6
Total Split (s)	10.0	80.0	0.0	10.0	80.0	0.0	30.0	30.0	30.0	30.0	30.0	30.0
Total Lost Time (s)	6.0	6.0	4.0	6.0	6.0	4.0	6.0	6.0	6.0	6.0	6.0	6.0
Act Effct Green (s)	4.0	78.0		4.0	76.0			24.0	24.0		24.0	24.0
Actuated g/C Ratio	0.03	0.65		0.03	0.63			0.20	0.20		0.20	0.20
v/c Ratio	0.69	0.28		0.46	0.47			0.03	0.07		0.58	0.29
Control Delay	108.7	9.9		68.3	8.5			39.0	15.3		53.0	14.0
Queue Delay	0.0	0.0		0.0	0.0			0.0	0.0		0.0	0.0
Total Delay	108.7	9.9		68.3	8.5			39.0	15.3		53.0	14.0
LOS	F	A		E	A			D	B		D	B
Approach Delay		15.7			10.0			22.5			36.5	
Approach LOS		B			B			C			D	
Queue Length 50th (ft)	32	116		21	132			6	0		111	14
Queue Length 95th (ft)	#96	149		m28	m151			22	23		185	65
Internal Link Dist (ft)		1634			366			190			187	
Turn Bay Length (ft)	80			100					80			60
Base Capacity (vph)	59	2297		59	2240			356	335		272	391
Starvation Cap Reductn	0	0		0	0			0	0		0	0
Spillback Cap Reductn	0	0		0	0			0	0		0	0
Storage Cap Reductn	0	0		0	0			0	0		0	0
Reduced v/c Ratio	0.69	0.28		0.46	0.47			0.03	0.07		0.58	0.29

Intersection Summary

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 40 (33%), Referenced to phase 4:EBT and 8:WBT, Start of Green

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.69

Intersection Signal Delay: 15.6

Intersection LOS: B

Intersection Capacity Utilization 56.2%

ICU Level of Service B

Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

m Volume for 95th percentile queue is metered by upstream signal.

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

SIGNALS PM
3: Bissonnet St & 5th St





















TOTAL PM
1/26/2015

Splits and Phases: 3: Bissonnet St & 5th St



SIGNALS PM
17: Bissonnet St & S. Rice Ave

TOTAL PM
1/26/2015

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	145	485	57	78	782	106	156	436	68	73	634	230
Satd. Flow (prot)	1770	3483	0	1770	3476	0	1770	3468	0	1770	3398	0
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	1770	3483	0	1770	3476	0	1770	3468	0	1770	3398	0
Satd. Flow (RTOR)		11			12			15			44	
Lane Group Flow (vph)	158	589	0	85	965	0	170	548	0	79	939	0
Turn Type	Prot			Prot			Prot			Prot		
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases												
Total Split (s)	20.0	42.0	0.0	18.0	40.0	0.0	18.0	42.0	0.0	18.0	42.0	0.0
Total Lost Time (s)	6.0	6.0	4.0	6.0	6.0	4.0	6.0	6.0	4.0	6.0	6.0	4.0
Act Effct Green (s)	13.3	39.6		11.0	34.7		12.0	40.5		10.1	36.0	
Actuated g/C Ratio	0.11	0.33		0.09	0.29		0.10	0.34		0.08	0.30	
v/c Ratio	0.80	0.51		0.52	0.95		0.96	0.46		0.53	0.89	
Control Delay	87.8	30.1		63.7	60.9		112.2	33.1		65.4	50.3	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay	87.8	30.1		63.7	60.9		112.2	33.1		65.4	50.3	
LOS	F	C		E	E		F	C		E	D	
Approach Delay		42.3			61.1			51.9			51.5	
Approach LOS		D			E			D			D	
Queue Length 50th (ft)	127	166		63	385		133	176		59	351	
Queue Length 95th (ft)	#231	211		117	#527		#273	236		110	#469	
Internal Link Dist (ft)		277			1358			1020			70	
Turn Bay Length (ft)	120			120			80					
Base Capacity (vph)	207	1157		177	1012		177	1179		177	1050	
Starvation Cap Reductn	0	0		0	0		0	0		0	0	
Spillback Cap Reductn	0	0		0	0		0	0		0	0	
Storage Cap Reductn	0	0		0	0		0	0		0	0	
Reduced v/c Ratio	0.76	0.51		0.48	0.95		0.96	0.46		0.45	0.89	

Intersection Summary

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 62 (52%), Referenced to phase 4:EBT and 8:WBT, Start of Green

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.96

Intersection Signal Delay: 52.5

Intersection LOS: D

Intersection Capacity Utilization 86.5%

ICU Level of Service E

Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.

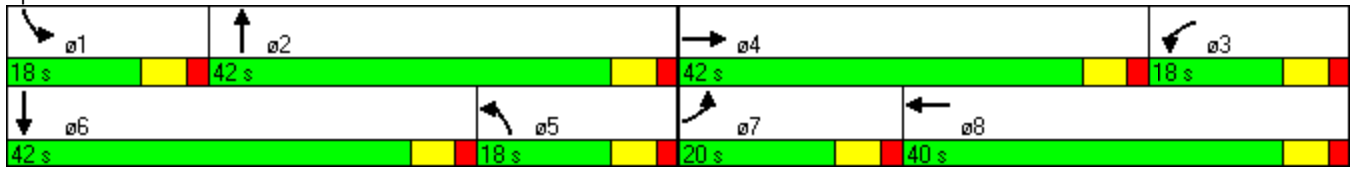
Queue shown is maximum after two cycles.

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

SIGNALS PM
17: Bissonnet St & S. Rice Ave



















TOTAL PM
1/26/2015

Splits and Phases: 17: Bissonnet St & S. Rice Ave



UNSIGNALIZED PM
5: Bissonnet St & Cedar St (South)

















TOTAL PM
1/26/2015

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL2	NBL	NBR	SEL	SER	SER2
Lane Configurations												
Volume (veh/h)	27	668	71	28	952	108	10	9	26	93	12	8
Sign Control		Free			Free			Stop		Stop		
Grade		0%			0%			0%		0%		
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	29	726	77	30	1035	117	11	10	28	101	13	9
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type	TWLTL			TWLTL								
Median storage veh)	2			2								
Upstream signal (ft)	446			684								
pX, platoon unblocked	0.78			0.92			0.81	0.81	0.92	0.81	0.81	0.78
vC, conflicting volume	1152			803			1417	2036	402	1609	2016	576
vC1, stage 1 conf vol							823	823		1154	1154	
vC2, stage 2 conf vol							593	1213		455	862	
vCu, unblocked vol	617			617			624	1384	181	860	1360	0
tC, single (s)	4.1			4.1			7.5	6.5	6.9	7.5	6.5	6.9
tC, 2 stage (s)							6.5	5.5		6.5	5.5	
tF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	96			97			97	96	96	67	95	99
cM capacity (veh/h)	744			884			367	257	766	310	272	841
Direction, Lane #	EB 1	EB 2	EB 3	WB 1	WB 2	WB 3	NB 1	SE 1				
Volume Total	29	484	319	30	690	462	49	123				
Volume Left	29	0	0	30	0	0	11	101				
Volume Right	0	0	77	0	0	117	28	9				
cSH	744	1700	1700	884	1700	1700	468	319				
Volume to Capacity	0.04	0.28	0.19	0.03	0.41	0.27	0.10	0.38				
Queue Length 95th (ft)	3	0	0	3	0	0	9	44				
Control Delay (s)	10.0	0.0	0.0	9.2	0.0	0.0	13.6	23.1				
Lane LOS	B			A			B	C				
Approach Delay (s)	0.4			0.2			13.6	23.1				
Approach LOS							B	C				
Intersection Summary												
Average Delay			1.9									
Intersection Capacity Utilization			49.5%			ICU Level of Service		A				
Analysis Period (min)			15									

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

UNSIGNALIZED PM
7: Spruce St & 5th St

















TOTAL PM
1/26/2015

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Stop			Stop			Stop			Stop	
Volume (vph)	5	48	45	44	51	42	58	48	27	21	30	5
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	5	52	49	48	55	46	63	52	29	23	33	5
Direction, Lane #	EB 1	WB 1	NB 1	SB 1								
Volume Total (vph)	107	149	145	61								
Volume Left (vph)	5	48	63	23								
Volume Right (vph)	49	46	29	5								
Hadj (s)	-0.23	-0.09	0.00	0.06								
Departure Headway (s)	4.3	4.4	4.6	4.7								
Degree Utilization, x	0.13	0.18	0.18	0.08								
Capacity (veh/h)	784	765	744	707								
Control Delay (s)	8.0	8.4	8.6	8.1								
Approach Delay (s)	8.0	8.4	8.6	8.1								
Approach LOS	A	A	A	A								
Intersection Summary												
Delay			8.3									
HCM Level of Service			A									
Intersection Capacity Utilization			31.2%		ICU Level of Service				A			
Analysis Period (min)			15									

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

UNSIGNALIZED PM
11: Cedar Dt & 5th St

TOTAL PM
1/26/2015

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Stop			Stop			Stop			Stop	
Volume (vph)	27	99	79	42	94	35	8	25	17	12	115	29
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	29	108	86	46	102	38	9	27	18	13	125	32
Direction, Lane #	EB 1	WB 1	NB 1	SB 1								
Volume Total (vph)	223	186	54	170								
Volume Left (vph)	29	46	9	13								
Volume Right (vph)	86	38	18	32								
Hadj (s)	-0.17	-0.04	-0.14	-0.06								
Departure Headway (s)	4.5	4.7	5.0	4.9								
Degree Utilization, x	0.28	0.24	0.08	0.23								
Capacity (veh/h)	745	719	648	679								
Control Delay (s)	9.3	9.2	8.4	9.3								
Approach Delay (s)	9.3	9.2	8.4	9.3								
Approach LOS	A	A	A	A								
Intersection Summary												
Delay			9.2									
HCM Level of Service			A									
Intersection Capacity Utilization			32.5%		ICU Level of Service				A			
Analysis Period (min)			15									

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

UNSIGNALIZED PM
13: Spruce St & S. Rice Ave

TOTAL PM
1/26/2015

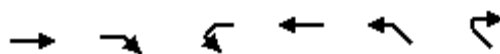


Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations		↗		↗↗	↗↗	
Volume (veh/h)	0	49	0	673	864	73
Sign Control	Stop			Free	Free	
Grade	0%			0%	0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	0	53	0	732	939	79
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type				None	None	
Median storage (veh)						
Upstream signal (ft)				150		
pX, platoon unblocked	0.88					
vC, conflicting volume	1345	509	939			
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	1126	509	939			
tC, single (s)	6.8	6.9	4.1			
tC, 2 stage (s)						
tF (s)	3.5	3.3	2.2			
p0 queue free %	100	90	100			
cM capacity (veh/h)	175	509	725			
Direction, Lane #	EB 1	NB 1	NB 2	SB 1	SB 2	
Volume Total	53	366	366	626	392	
Volume Left	0	0	0	0	0	
Volume Right	53	0	0	0	79	
cSH	509	1700	1700	1700	1700	
Volume to Capacity	0.10	0.22	0.22	0.37	0.23	
Queue Length 95th (ft)	9	0	0	0	0	
Control Delay (s)	12.9	0.0	0.0	0.0	0.0	
Lane LOS	B					
Approach Delay (s)	12.9	0.0		0.0		
Approach LOS	B					
Intersection Summary						
Average Delay			0.4			
Intersection Capacity Utilization			36.2%	ICU Level of Service		A
Analysis Period (min)			15			

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

UNSIGNALIZED PM
22: Bissonnet St & Cedar St (North)

TOTAL PM
1/26/2015



Movement	EBT	EBR	WBL	WBT	NWL	NWR
Lane Configurations	↑↑		↵	↑↑	↵	
Volume (veh/h)	531	148	21	982	40	47
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	577	161	23	1067	43	51
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	TWLT			TWLT		
Median storage (veh)	2			2		
Upstream signal (ft)	634			496		
pX, platoon unblocked			0.95		0.78	0.95
vC, conflicting volume			738		1237	369
vC1, stage 1 conf vol					658	
vC2, stage 2 conf vol					579	
vCu, unblocked vol			624		472	236
tC, single (s)			4.1		6.8	6.9
tC, 2 stage (s)					5.8	
tF (s)			2.2		3.5	3.3
p0 queue free %			97		91	93
cM capacity (veh/h)			907		500	728
Direction, Lane #	EB 1	EB 2	WB 1	WB 2	WB 3	NW 1
Volume Total	385	353	23	534	534	95
Volume Left	0	0	23	0	0	43
Volume Right	0	161	0	0	0	51
cSH	1700	1700	907	1700	1700	602
Volume to Capacity	0.23	0.21	0.03	0.31	0.31	0.16
Queue Length 95th (ft)	0	0	2	0	0	14
Control Delay (s)	0.0	0.0	9.1	0.0	0.0	12.1
Lane LOS			A			B
Approach Delay (s)	0.0		0.2			12.1
Approach LOS						B
Intersection Summary						
Average Delay			0.7			
Intersection Capacity Utilization			38.9%		ICU Level of Service	A
Analysis Period (min)			15			

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

Appendix F

Analysis Worksheet for “Year 2019 Mitigation Improvements” Condition





















Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

SIGNALS AM

3: Bissonnet St & 5th St

MITIGATION AM

1/26/2015

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	23	1219	2	4	306	6	0	6	7	44	0	38
Satd. Flow (prot)	1770	3539	0	1770	3529	0	0	1863	1583	0	1770	1583
Flt Permitted	0.950			0.950							0.753	
Satd. Flow (perm)	1770	3539	0	1770	3529	0	0	1863	1583	0	1403	1583
Satd. Flow (RTOR)					4				8			41
Lane Group Flow (vph)	25	1327	0	4	340	0	0	7	8	0	48	41
Turn Type	Prot			Prot			Perm		Perm	Perm		Perm
Protected Phases	7	4		3	8			2			6	
Permitted Phases							2		2	6		6
Total Split (s)	13.0	67.0	0.0	13.0	67.0	0.0	20.0	20.0	20.0	20.0	20.0	20.0
Total Lost Time (s)	6.0	6.0	4.0	6.0	6.0	4.0	6.0	6.0	6.0	6.0	6.0	6.0
Act Effect Green (s)	6.4	71.5		5.8	68.8			14.0	14.0		14.0	14.0
Actuated g/C Ratio	0.06	0.72		0.06	0.69			0.14	0.14		0.14	0.14
v/c Ratio	0.22	0.52		0.04	0.14			0.03	0.03		0.24	0.16
Control Delay	48.9	8.1		54.8	2.1			37.5	21.3		42.0	13.6
Queue Delay	0.0	0.0		0.0	0.0			0.0	0.0		0.0	0.0
Total Delay	48.9	8.1		54.8	2.1			37.5	21.3		42.0	13.6
LOS	D	A		D	A			D	C		D	B
Approach Delay		8.8			2.7			28.9			28.9	
Approach LOS		A			A			C			C	
Queue Length 50th (ft)	15	155		3	7			4	0		28	0
Queue Length 95th (ft)	42	315		m8	24			17	14		62	30
Internal Link Dist (ft)		1634			366			190			187	
Turn Bay Length (ft)	80			100					80			60
Base Capacity (vph)	124	2530		124	2429			261	229		196	257
Starvation Cap Reductn	0	0		0	0			0	0		0	0
Spillback Cap Reductn	0	0		0	0			0	0		0	0
Storage Cap Reductn	0	0		0	0			0	0		0	0
Reduced v/c Ratio	0.20	0.52		0.03	0.14			0.03	0.03		0.24	0.16

Intersection Summary

Cycle Length: 100

Actuated Cycle Length: 100

Offset: 0 (0%), Referenced to phase 4:EBT and 8:WBT, Start of Green

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.52

Intersection Signal Delay: 8.8

Intersection LOS: A

Intersection Capacity Utilization 55.4%

ICU Level of Service B

Analysis Period (min) 15





















m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 3: Bissonnet St & 5th St



SIGNALS AM
17: Bissonnet St & S. Rice Ave

MITIGATION AM
1/26/2015

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	194	1145	17	46	256	53	61	500	106	65	335	81
Satd. Flow (prot)	1770	3532	0	1770	3447	0	1770	3447	0	1770	3437	0
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	1770	3532	0	1770	3447	0	1770	3447	0	1770	3437	0
Satd. Flow (RTOR)		2			25			23			26	
Lane Group Flow (vph)	211	1263	0	50	336	0	66	658	0	71	452	0
Turn Type	Prot			Prot			Prot			Prot		
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases												
Total Split (s)	26.0	50.0	0.0	11.0	35.0	0.0	14.0	27.0	0.0	12.0	25.0	0.0
Total Lost Time (s)	6.0	6.0	4.0	6.0	6.0	4.0	6.0	6.0	4.0	6.0	6.0	4.0
Act Effect Green (s)	18.2	44.4		5.0	29.0		7.5	25.2		6.0	23.6	
Actuated g/C Ratio	0.18	0.44		0.05	0.29		0.08	0.25		0.06	0.24	
v/c Ratio	0.66	0.81		0.56	0.33		0.49	0.74		0.66	0.54	
Control Delay	41.6	24.0		70.9	26.8		57.1	41.0		75.7	36.2	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay	41.6	24.0		70.9	26.8		57.1	41.0		75.7	36.2	
LOS	D	C		E	C		E	D		E	D	
Approach Delay		26.5			32.5			42.5			41.6	
Approach LOS		C			C			D			D	
Queue Length 50th (ft)	124	363		32	81		41	208		45	133	
Queue Length 95th (ft)	197	231		#85	120		84	#310		#115	188	
Internal Link Dist (ft)		237			1358			1020			70	
Turn Bay Length (ft)	120			120			80					
Base Capacity (vph)	354	1568		89	1017		142	887		107	832	
Starvation Cap Reductn	0	0		0	0		0	0		0	0	
Spillback Cap Reductn	0	0		0	0		0	0		0	0	
Storage Cap Reductn	0	0		0	0		0	0		0	0	
Reduced v/c Ratio	0.60	0.81		0.56	0.33		0.46	0.74		0.66	0.54	

Intersection Summary

Cycle Length: 100

Actuated Cycle Length: 100

Offset: 7 (7%), Referenced to phase 4:EBT and 8:WBT, Start of Green

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.81

Intersection Signal Delay: 33.5

Intersection LOS: C

Intersection Capacity Utilization 76.3%

ICU Level of Service D

Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.

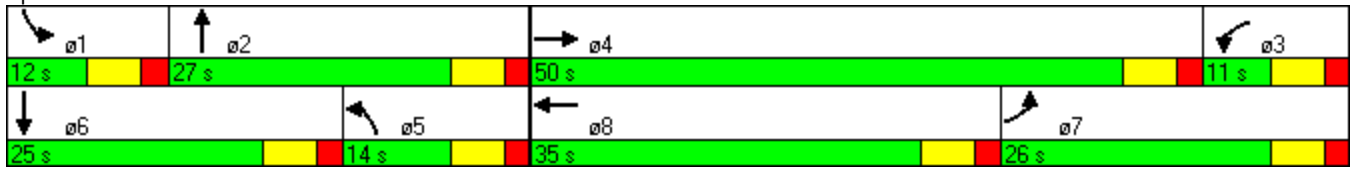
Queue shown is maximum after two cycles.

Attachment: Sect 13 - Preliminary TIA (1508 : PH-HEB Planned Development)

SIGNALS AM
17: Bissonnet St & S. Rice Ave

MITIGATION AM
1/26/2015





















Splits and Phases: 17: Bissonnet St & S. Rice Ave



SIGNALS PM

3: Bissonnet St & 5th St

MITIGATION PM
1/27/2015

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	38	593	6	25	966	9	2	7	21	137	7	106
Satd. Flow (prot)	1770	3532	0	1770	3536	0	0	1844	1583	0	1779	1583
Flt Permitted	0.950			0.950				0.963			0.730	
Satd. Flow (perm)	1770	3532	0	1770	3536	0	0	1794	1583	0	1360	1583
Satd. Flow (RTOR)		1			1				23			102
Lane Group Flow (vph)	41	652	0	27	1060	0	0	10	23	0	157	115
Turn Type	Prot			Prot			Perm		Perm	Perm		Perm
Protected Phases	7	4		3	8			2			6	
Permitted Phases							2		2	6		6
Total Split (s)	15.0	68.0	0.0	14.0	67.0	0.0	38.0	38.0	38.0	38.0	38.0	38.0
Total Lost Time (s)	6.0	6.0	4.0	6.0	6.0	4.0	6.0	6.0	6.0	6.0	6.0	6.0
Act Effect Green (s)	7.7	67.6		7.1	64.6			32.0	32.0		32.0	32.0
Actuated g/C Ratio	0.06	0.56		0.06	0.54			0.27	0.27		0.27	0.27
v/c Ratio	0.36	0.33		0.26	0.56			0.02	0.05		0.43	0.23
Control Delay	62.1	15.5		50.0	12.0			32.8	12.7		41.0	9.6
Queue Delay	0.0	0.0		0.0	0.0			0.0	0.0		0.0	0.0
Total Delay	62.1	15.5		50.0	12.0			32.8	12.7		41.0	9.6
LOS	E	B		D	B			C	B		D	A
Approach Delay		18.3			13.0			18.8			27.7	
Approach LOS		B			B			B			C	
Queue Length 50th (ft)	31	152		22	171			6	0		101	8
Queue Length 95th (ft)	68	194		m29	m184			20	21		169	54
Internal Link Dist (ft)		1634			366			190			187	
Turn Bay Length (ft)	80			100					80			60
Base Capacity (vph)	133	1990		118	1903			478	439		363	497
Starvation Cap Reductn	0	0		0	0			0	0		0	0
Spillback Cap Reductn	0	0		0	0			0	0		0	0
Storage Cap Reductn	0	0		0	0			0	0		0	0
Reduced v/c Ratio	0.31	0.33		0.23	0.56			0.02	0.05		0.43	0.23

Intersection Summary

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 101 (84%), Referenced to phase 4:EBT and 8:WBT, Start of Green

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.56

Intersection Signal Delay: 16.8

Intersection LOS: B

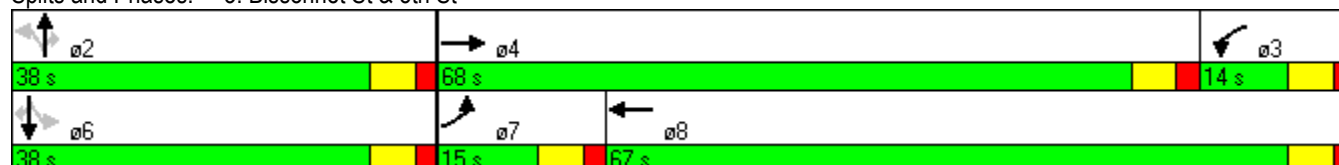
Intersection Capacity Utilization 56.2%

ICU Level of Service B

Analysis Period (min) 15





















m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 3: Bissonnet St & 5th St



SIGNALS PM
17: Bissonnet St & S. Rice Ave

MITIGATION PM
1/27/2015

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	145	485	57	78	782	106	156	436	68	73	634	230
Satd. Flow (prot)	1770	3483	0	1770	3476	0	1770	3468	0	1770	3398	0
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	1770	3483	0	1770	3476	0	1770	3468	0	1770	3398	0
Satd. Flow (RTOR)		10			12			15			43	
Lane Group Flow (vph)	158	589	0	85	965	0	170	548	0	79	939	0
Turn Type	Prot			Prot			Prot			Prot		
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases												
Total Split (s)	19.0	38.0	0.0	19.0	38.0	0.0	22.0	45.0	0.0	18.0	41.0	0.0
Total Lost Time (s)	6.0	6.0	4.0	6.0	6.0	4.0	6.0	6.0	4.0	6.0	6.0	4.0
Act Effct Green (s)	13.0	38.7		10.6	33.7		14.8	41.7		10.1	34.5	
Actuated g/C Ratio	0.11	0.32		0.09	0.28		0.12	0.35		0.08	0.29	
v/c Ratio	0.82	0.52		0.54	0.98		0.78	0.45		0.53	0.93	
Control Delay	77.4	29.8		64.8	67.0		74.9	31.5		65.4	55.9	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay	77.4	29.8		64.8	67.0		74.9	31.5		65.4	55.9	
LOS	E	C		E	E		E	C		E	E	
Approach Delay		39.8			66.8			41.8			56.6	
Approach LOS		D			E			D			E	
Queue Length 50th (ft)	123	170		64	~418		128	170		59	356	
Queue Length 95th (ft)	#240	261		116	#553		#226	227		110	#482	
Internal Link Dist (ft)		277			1358			1020			70	
Turn Bay Length (ft)	200			120			200					
Base Capacity (vph)	192	1129		192	985		236	1216		177	1022	
Starvation Cap Reductn	0	0		0	0		0	0		0	0	
Spillback Cap Reductn	0	0		0	0		0	0		0	0	
Storage Cap Reductn	0	0		0	0		0	0		0	0	
Reduced v/c Ratio	0.82	0.52		0.44	0.98		0.72	0.45		0.45	0.92	

Intersection Summary

Cycle Length: 120

Actuated Cycle Length: 120

Offset: 108 (90%), Referenced to phase 4:EBT and 8:WBT, Start of Green

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.98

Intersection Signal Delay: 53.1

Intersection LOS: D

Intersection Capacity Utilization 86.5%

ICU Level of Service E

Analysis Period (min) 15

~ Volume exceeds capacity, queue is theoretically infinite.

Queue shown is maximum after two cycles.

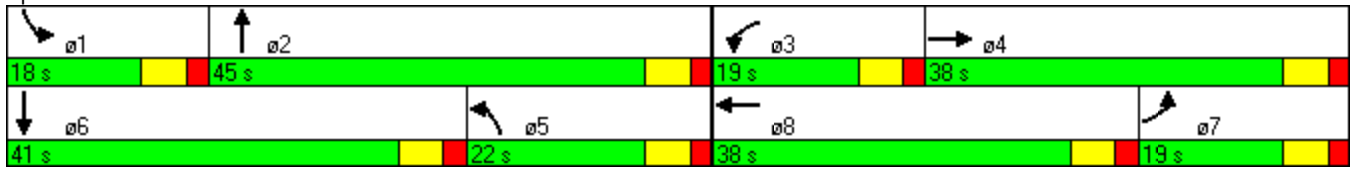
95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

SIGNALS PM
17: Bissonnet St & S. Rice Ave

MITIGATION PM
1/27/2015

Splits and Phases: 17: Bissonnet St & S. Rice Ave



Rice & Bissonnet Sign Schedule

H-E-B

Sign 1: Store Elevation (Second Level) facing S. Rice Avenue – Tower Sign – **21' x 4'8"**

H-E-B

Sign 2: Store Elevation (Second Level) facing S. Rice Avenue – Sign – **21' x 4'8"**

H-E-B

Sign 3: Cedar Elevation – Tower Sign - **21'x4'8"**

H-E-B

Sign 4: Cedar Elevation – Garage Entry – **16'6" x 3'7"**

H-E-B

Sign 5: Bissonnet Elevation – Pedestrian Entry – **16'6" x 3'7"**

H-E-B

Sign 6: Bissonnet Elevation – Garage Entry – **16'6" x 3'7"**

H-E-B

Sign 7: Spruce Elevation – Garage Entry East – **16'6" x 3'7"**

H-E-B

Sign 8: Bissonnet Elevation – Garage Entry West – **16'6" x 3'7"**

Rice & Bissonnet Sign Schedule

Entrance

Sign 9: Cedar Elevation – Garage Entry Sign –
16’ x 1’2”

Entrance

Sign 10: Bissonnet Elevation – Garage Entry Sign –
16’ x 1’2”

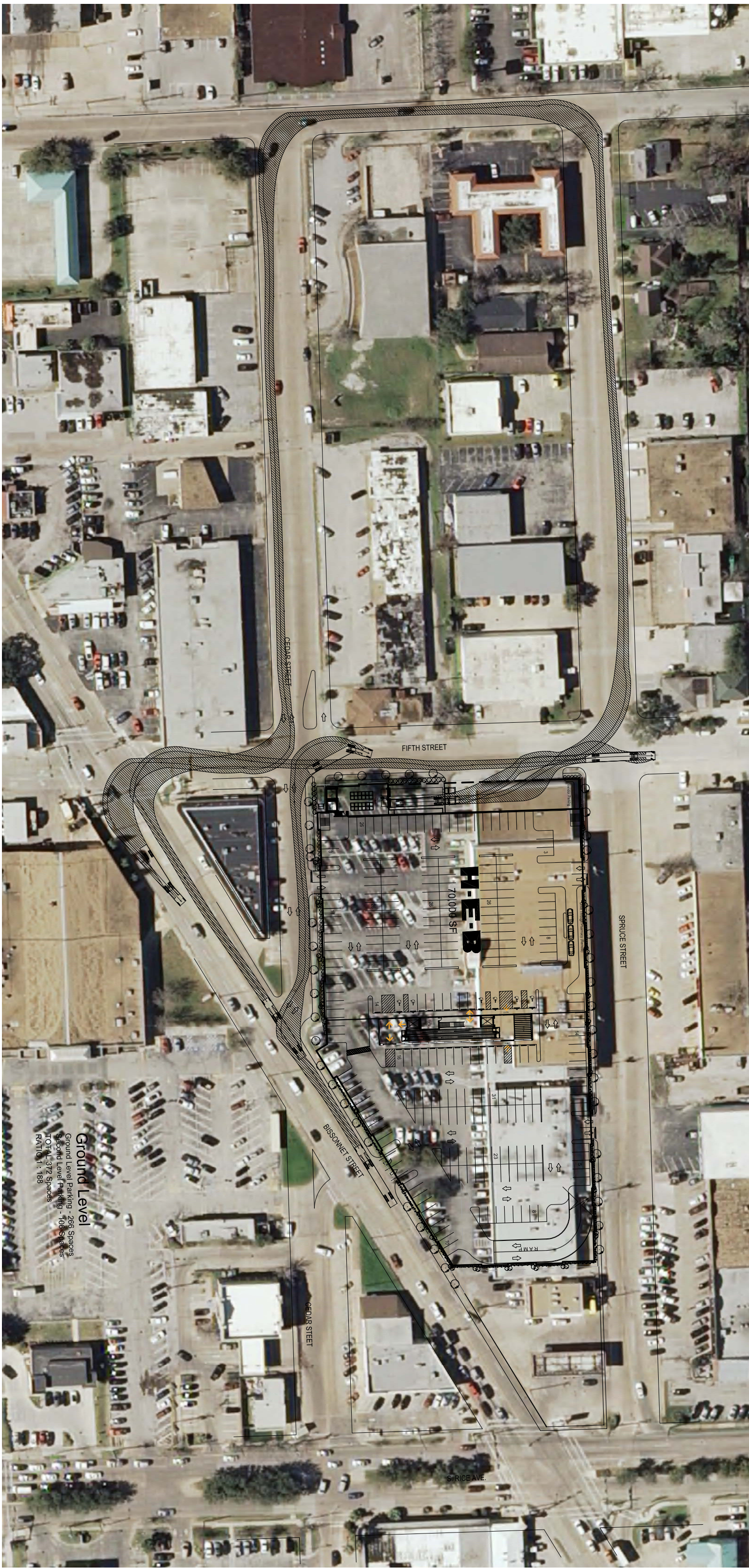
Entrance

Sign 11: Spruce Elevation – Garage Entry Sign East –
16’ x 1’2”

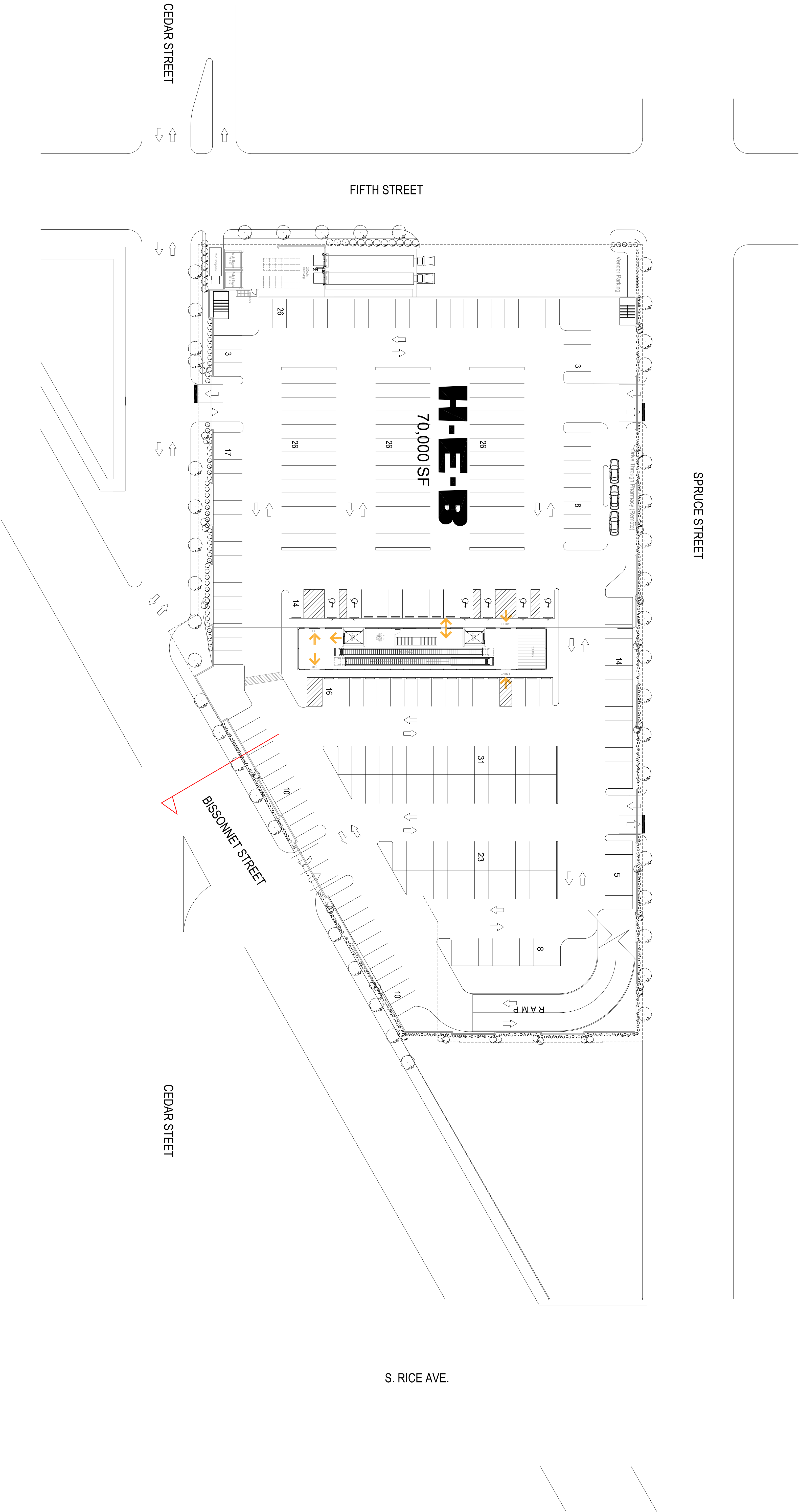
Entrance

Sign 12: Spruce Elevation – Garage Entry Sign West –
16’ x 1’2”

Attachment: HEB Sign Details (1508 : PH-HEB Planned Development)









May 8, 2015

Dear Citizen:

You have received the enclosed "Notice of Public Hearing" due to the proximity of your home and/or business to a tract of land located at 5106 Bissonnet Street, Bellaire, Texas, that is the subject of an application and request submitted by Brown & Gay Engineers, Inc., on behalf of applicant HEB Grocery Company, LP, for a planned development consisting of a grocery store retail area with attached parking facility to be known as "HEB Grocery Store." The public hearing has been scheduled before the City Council of the City of Bellaire, Texas, on Monday, June 1, 2015, at 6:00 p.m. and will be held in the Council Chamber, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas 77401.

The public hearing you have received this notice for will commence with a reading of the "Notice of Public Hearing," followed by a summary of public hearing procedures and then a presentation on the subject matter of the public hearing.

CITIZEN PARTICIPATION AT PUBLIC HEARINGS

1. All Bellaire City Council PUBLIC HEARINGS include the agenda item, "RECOGNITION OF CITIZENS AND/OR OTHER INTERESTED PARTIES." During this agenda item, anyone wanting to address the Bellaire City Council may do so.
2. Those wanting to address the Bellaire City Council are asked to sign in on a "Sign-In Sheet" prior to the beginning of the public hearing. The Sign-In Sheet will be provided on a table at the entrance to the Council Chamber (located on the First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas 77401). Those who would prefer to submit a written comment to the Bellaire City Council may do so by completing a "Written Comment Sheet" (also to be provided on a table at the entrance to the Council Chamber). The completed Written Comment Sheet should then be given to the City Clerk prior to the beginning of the meeting.
3. The Mayor will call on each speaker to approach City Council during the agenda item titled "RECOGNITION OF CITIZENS AND/OR OTHER INTERESTED PARTIES." Please remember to step up to the podium as soon as you are recognized by the Mayor. State your name and address before beginning your presentation. If you have written notes you wish to present to the Mayor and City Council, PLEASE FURNISH AN EXTRA COPY FOR COUNCIL FILES. **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.
4. There will be no formal action taken during the PUBLIC HEARING. The Mayor and Council Members will not be able to engage in discussions with the public or debate the subject matter of the PUBLIC HEARING at this time.

5. The Mayor will close the public hearing after members of City Council have had an opportunity to ask questions of the presenter and/or City staff related to the subject matter of the public hearing. Once the public hearing has been closed, *oral comments* will not be received. Written comments may be submitted after the close of the public hearing and prior to final deliberation on the subject matter of the public hearing. In order for written comments to be considered for the record, written comments should be submitted to the Bellaire City Council in care of the City Clerk by noon on the Thursday preceding the meeting of final deliberation.

Citizens who have questions about City Council procedures may contact the City Clerk (Tracy L. Dutton, tdutton@bellairetx.gov), the City Manager (Paul A. Hofmann, phofmann@bellairetx.gov), Assistant to the City Manager (Shawn Cox, scox@ci.bellairetx.gov) or other staff members.

YOUR CITY GOVERNMENT

The City of Bellaire has an elected CITY COUNCIL composed of a MAYOR and SIX COUNCIL MEMBERS, all of whom are elected at large. The Mayor serves for a term of two years, and Council Members serve for a term of four years. Current members of City Council include: Dr. Philip L. Nauert, Mayor; Amanda B. Nathan, Mayor Pro Tem and Councilman – Position No. 6; Roman F. Reed, Councilman – Position No. 1; James P. Avioli, Sr., Councilman – Position No. 2; Gus E. Pappas, Councilman – Position No. 3; Pat B. McLaughlan, Councilman – Position No. 4, and Andrew S. Friedberg, Councilman – Position No. 5.

REGULAR SESSIONS are held by the City Council on the first and third Mondays of each month in the Council Chamber, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas, at 7:00 p.m.

SPECIAL SESSIONS, such as PUBLIC HEARINGS, may also be called and are *generally* held in the Council Chamber, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas, at 6:00 p.m. Items to be considered and/or discussed during such sessions are listed on an AGENDA which is posted on the City's official bulletin board (located on an outside west wall of City Hall, 7008 South Rice Avenue, Bellaire, Texas) and on the City's website (www.ci.bellairetx.gov) at least 72 hours in advance of the meeting. Information about meetings may also be obtained from the CITY CLERK by calling 713-662-8275 or by emailing the CITY CLERK at tdutton@bellairetx.gov.

Visitors are welcome and requested to observe the rules established by the City Council as set forth in their RULES OF PROCEDURE, a copy of which is available on the City's website (www.bellairetx.gov).

Your City Council welcomes your comments during meetings (sessions) and looks forward to hearing from you.

Tracy L. Dutton, TRMC
City Clerk

Enclosure



NOTICE OF PUBLIC HEARING

NOTICE OF A PUBLIC HEARING BEFORE THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, ON MONDAY, JUNE 1, 2015, AT 6:00 P.M. IN THE COUNCIL CHAMBER, FIRST FLOOR OF CITY HALL, 7008 SOUTH RICE AVENUE, BELLAIRE, TEXAS 77401, CONCERNING AN APPLICATION AND REQUEST SUBMITTED BY BROWN & GAY ENGINEERS, INC., ON BEHALF OF APPLICANT HEB GROCERY COMPANY, LP, IN ACCORDANCE WITH CHAPTER 24, PLANNING AND ZONING, ARTICLE VI, AMENDATORY PROCEDURES, SECTION 24-604, APPLICATION FOR A PLANNED DEVELOPMENT AMENDMENT, OF THE CODE OF ORDINANCES OF THE CITY OF BELLAIRE, TEXAS, FOR A PLANNED DEVELOPMENT CONSISTING OF A GROCERY STORE RETAIL AREA WITH ATTACHED PARKING FACILITY TO BE KNOWN AS "HEB GROCERY STORE" ON A 3.055 ACRE SITE LOCATED ON THE NORTHERN SIDE OF THE INTERSECTION BETWEEN BISSONNET STREET AND CEDAR STREET IN THE CITY OF BELLAIRE, HARRIS COUNTY, TEXAS, AND CURRENTLY ADDRESSED AS 5106 BISSONNET STREET, BELLAIRE, TEXAS, IN THE URBAN VILLAGE-DOWNTOWN ZONING DISTRICT (UV-D).

NOTICE IS HEREBY GIVEN that a public hearing will be held before the City Council of the City of Bellaire, Texas, on Monday, June 1, 2015, at 6:00 p.m. in the Council Chamber, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas 77401, at which time and place any and all persons desiring to be heard will be heard on or in connection with an application and request submitted by Brown & Gay Engineers, Inc., on behalf of applicant HEB Grocery Company, LP, in accordance with Chapter 24, Planning and Zoning, Article VI, Amendatory Procedures, Section 24-604, Application for a Planned Development Amendment, of the Code of Ordinances of the City of Bellaire, Texas, for a planned development consisting of a grocery store retail area with attached parking facility to be known as "HEB Grocery Store" on a 3.055 acre site located on the northern side of the intersection between Bissonnet Street and Cedar Street in the City of Bellaire, Harris County, Texas, and currently addressed as 5106 Bissonnet Street, Bellaire, Texas, in the Urban Village-Downtown Zoning District (UV-D).

The proposed planned development will include a two-story building, consisting of a grocery store retail area of approximately 70,000 square feet and parking areas on the second level and additional parking provided at ground level.

Prior to the public hearing, any person may review the application for the referenced planned development at the City of Bellaire's Office of Development Services, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas 77401, from 8:30 a.m. until 4:00 p.m., Monday through Friday, except for holidays.

Dated this 8th day of May, 2015.

Tracy L. Dutton, TRMC
City Clerk
City of Bellaire, Texas

City of Bellaire

Property Owner List - Public Hearing Planned Development Application and Request HEB Grocery Store

	Property Address	Property Owner	Mailing Address
1	0 Bellaire Boulevard (Tract 4, Block 35 & Adj N 5 Ft of Abandoned Alley, Bellaire)	Larry W. Kelly c/o Kelly Hardware Inc.	542 Cascade Street Bellaire, TX 77401-5035
2	0 Bellaire Boulevard (Tract 4, Block 35 & Adj N 5 Ft of Abandoned Alley, Bellaire)	Current Tenant	0 Bellaire Boulevard Bellaire, TX 77401
3	5104 Bellaire Boulevard (Lot 3 & Tract 4A, Block 35 & Adj N 5 Ft of Abandoned Alley, Bellaire)	Larry W. Kelly Donna Kelly	542 Cascade Street Bellaire, TX 77401-5035
4	5104 Bellaire Boulevard (Lot 3 & Tract 4A, Block 35 & Adj N 5 Ft of Abandoned Alley, Bellaire)	Current Tenant	5104 Bellaire Boulevard Bellaire, TX 77401
5	5130 Bellaire Boulevard (Lots 5 thru 10, 12 thru 21, Tracts 22A, 23A & 24A, Block 35 & Adj Abandoned Alley, Bellaire)	Weingarten Nostat Inc.	2600 Citadel Plaza Drive Suite 125 Houston, TX 77008-1351
6	5130 Bellaire Boulevard (Lots 5 thru 10, 12 thru 21, Tracts 22A, 23A & 24A, Block 35 & Adj Abandoned Alley, Bellaire)	Current Tenant	5130 Bellaire Boulevard Bellaire, TX 77401

Attachment: Property List - PD - HEB Grocery Store - 2015 (1508 : PH-HEB Planned Development)

City of Bellaire

Property Owner List - Public Hearing Planned Development Application and Request HEB Grocery Store

	Property Address	Property Owner	Mailing Address
7	5012 Bissonnet Street (Lots 10 & 11 & Tr 9, Block 24, Bellaire)	Purcell Family Partnership Ltd.	715 Sunfish Street Lakeway, TX 78734-4409
8	5012 Bissonnet Street (Lots 10 & 11 & Tr 9, Block 24, Bellaire)	Current Tenant	5012 Bissonnet Street Bellaire, TX 77401
9	5106 Bissonnet Street (Lots 4 thru 20 & Trs 26, 27, 28 & 29, Block 36, Bellaire)	Centro NP Holdings 12 SPE LLC	3901 Belaire Boulevard Houston, TX 77025-1100
10	5106 Bissonnet Street (Lots 4 thru 20 & Trs 26, 27, 28 & 29, Block 36, Bellaire)	HEB Grocery Store (Tenant)	5106 Bissonnet Street Bellaire, TX 77401
11	5122 Bissonnet Street (Lot 11, Block 35, Bellaire) Westmoreland Farms)	Freedman Partnership Ashcroft Ventures Inc.	4545 Bissonnet Street Suite 100 Bellaire, TX 77401-3000
12	5122 Bissonnet Street (Lot 11, Block 35, Bellaire) Westmoreland Farms)	Current Tenant	5122 Bissonnet Street Bellaire, TX 77401

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City of Bellaire

Property Owner List - Public Hearing Planned Development Application and Request HEB Grocery Store

	Property Address	Property Owner	Mailing Address
13	5200 Bissonnet Street (Lots 1 thru 5, Block 46 & Adj N 5 Ft of Abandoned Alley, Bellaire)	Sagstex Investments LP	5208 Bissonnet Street Bellaire, TX 77401-3910
14	5200 Bissonnet Street (Lots 1 thru 5, Block 46 & Adj N 5 Ft of Abandoned Alley, Bellaire)	Current Tenant	5200 Bissonnet Street Bellaire, TX 77401
15	5208 Bissonnet Street (Lots 22, 23 & 24, & Trs 19A, 20A & 21A, Block 45 & Adj S 5 Ft of Abandoned Alley, Bellaire)	Sagstex Investments LP	5208 Bissonnet Street Bellaire, TX 77401-3910
16	5103 Cedar Street (Tr 1, Block 35, Bellaire)	Jermar Company LC	2330 Holmes Road Houston, TX 77051-1014
17	5103 Cedar Street (Tr 1, Block 35, Bellaire)	Current Tenant	5103 Cedar Street Bellaire, TX 77401
18	5105 Cedar Street (Lot 2, Block 35 & Adj N 5 Ft of Aban Alley, Bellaire)	Larry W. Kelly Donna Kelly	542 Cascade Street Bellaire, TX 77401-5035

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City of Bellaire

Property Owner List - Public Hearing Planned Development Application and Request HEB Grocery Store

	Property Address	Property Owner	Mailing Address
19	5105 Cedar Street (Lot 2, Block 35 & Adj N 5 Ft of Abandoned Alley, Bellaire)	Current Tenant	5105 Cedar Street Bellaire, TX 77401
20	5106 Cedar Street (Tr 25A, Block 36, Bellaire)	Entrepreneur Island Inc.	5106 Cedar Street Bellaire, TX 77401-4011
21	5108 Cedar Street (Tr 25B, Block 36, Bellaire)	Sidney Roberts	10811 Greenwillow Street Apt. 1 Houston, TX 77035-5043
22	5108 Cedar Street (Tr 25B, Block 36, Bellaire)	Current Tenant	5108 Cedar Street Bellaire, TX 77401-4011
23	5200 Cedar Street (Tr 24B, Block 45, Bellaire)	Mark C. Frnka	5200 Cedar Street Bellaire, TX 77401-3915
24	5202 Cedar Street (Lot 23, Block 45 & Adj S 5 Ft of Abandoned Alley, Bellaire)	Mark C. Frnka	5200 Cedar Street Bellaire, TX 77401-3915

Attachment: Property List - PD - HEB Grocery Store - 2015 (1508 : PH-HEB Planned Development)

City of Bellaire

Property Owner List - Public Hearing Planned Development Application and Request HEB Grocery Store

	Property Address	Property Owner	Mailing Address
25	5204 Cedar Street (Lot 22, Block 45 & Adj S 5 Ft of Abandoned Alley, Bellaire)	Mark C. Frnka	5200 Cedar Street Bellaire, TX 77401-3915
26	5101 Locust Street (Lot 1, Block 37 & Adj N 5 Ft of Abandoned Alley, Bellaire)	Charles M. Winston Linda Winston	5101 Locust Street Bellaire, TX 77401-3320
27	5103 Locust Street (Lot 2 & Adj N 5 Ft of Abandoned Alley, Bellaire)	Joseph J. Wyzik Meredith E. M. Wyzik	5103 Locust Street Bellaire, TX 77401-3320
28	5105 Locust Street (Lot 3 & Adj N 5 Ft of Abandoned Alley, Bellaire)	Jay Le Jeune Susan Le Jeune	5105 Locust Street Bellaire, TX 77401-3320
29	5107 Locust Street (Lot 4, Block 37 & Adj N 5 Ft of Abandoned Alley, Bellaire)	Cynthia Pham Roselyn N. Pham	5107 Locust Street Bellaire, TX 77401-3320
30	5109 Locust Street (Lot 5, Block 37 & Adj N 5 Ft of Abandoned Alley, Bellaire)	Brent D. LeBlanc	5109 Locust Street Bellaire, TX 77401-3320

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City of Bellaire

Property Owner List - Public Hearing Planned Development Application and Request HEB Grocery Store

	Property Address	Property Owner	Mailing Address
31	5111 Locust Street (Lot 6, Block 37 & Adj N 5 Ft of Abandoned Alley, Bellaire)	Maxine Epstein	5111 Locust Street Bellaire, TX 77401-3320
32	5113 Locust Street (Lot 7, Block 37, Bellaire Amend)	Sanjay C. Mehta	5113 Locust Street Bellaire, TX 77401-3320
33	5115 Locust Street (Lot 8, Block 37 & Adj N 5 Ft of Abandoned Alley, Bellaire)	Burdette W. Keeland	5252 Westchester Street Suite 170 Houston, TX 77005-4144
34	5115 Locust Street (Lot 8, Block 37 & Adj N 5 Ft of Abandoned Alley, Bellaire)	Current Resident	5115 Locust Street Bellaire, TX 77401-3320
35	5117 Locust Street (Lot 9, Block 37 & Adj N 5 Ft of Abandoned Alley, Bellaire)	Guadalupe C. Quintanilla	118 Pamellia Drive Bellaire, TX 77401-3712
36	5117 Locust Street (Lot 9, Block 37 & Adj N 5 Ft of Abandoned Alley, Bellaire)	Current Resident	5117 Locust Street Bellaire, TX 77401-3320

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City of Bellaire

Property Owner List - Public Hearing Planned Development Application and Request HEB Grocery Store

	Property Address	Property Owner	Mailing Address
37	5119 Locust Street (Lot 10, Block 37, & Adj N 5 Ft of Abandoned Alley, Bellaire)	Angelo D. Parameswaran Preeya Raghu	5119 Locust Street Bellaire, TX 77401-3320
38	5121 Locust Street (Lot 11, Block 37 & Adj N 5 Ft of Abandoned Alley, Bellaire)	Guadalupe C. Quintanilla	120 Pamellia Drive Bellaire, TX 77401-3712
39	5121 Locust Street (Lot 11, Block 37 & Adj N 5 Ft of Abandoned Alley, Bellaire)	Current Resident	5121 Locust Street Bellaire, TX 77401-3320
40	5123 Locust Street (Lot 12, Block 37 & Adj N 5 Ft of Abandoned Alley, Bellaire)	David Loncarich Nancy Loncarich	5123 Locust Street Bellaire, TX 77401-3320
41	5125 Locust Street (Lot 13, Block 37 & Adj N 5 Ft of Abandoned Alley, Bellaire)	Jonathan C. Villarreal	5125 Locust Street Bellaire, TX 77401-3320
42	5201 Locust Street (Lot 1, Block 44 & Adj N 5 Ft of Abandoned Alley, Bellaire)	Kenneth Jett Daphne Jett	5201 Locust Street Bellaire, TX 77401-3322

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City of Bellaire

Property Owner List - Public Hearing Planned Development Application and Request HEB Grocery Store

	Property Address	Property Owner	Mailing Address
43	215 North Fifth Street (Tr 24A, Block 45 & Adj S 5 Ft of Abandoned Alley, Bellaire)	Mark C. Frnka	5200 Cedar Street Bellaire, TX 77401-3915
44	215 North Fifth Street (Tr 24A, Block 45 & Adj S 5 Ft of Abandoned Alley, Bellaire)	Current Tenant	215 North Fifth Street Bellaire, TX 77401
45	6503 South Rice Avenue (Lots 13, 14 & 15, Block 24, Bellaire)	Jerald Scott & Trust c/o Turk Investments Ltd.	3001 Fondren Road Suite A Houston, TX 77063-4900
46	6509 South Rice Avenue (Lot 12, Block 24, Bellaire)	Somchitt S. Chang	5202 Laurel Street Bellaire, TX 77401-3927
47	6509 South Rice Avenue (Lot 12, Block 24, Bellaire)	Current Tenant	6509 South Rice Avenue Bellaire, TX 77401
48	6510 South Rice Avenue (Lot 26, Block 37 & Adj S 5 Ft of Abandoned Alley, Bellaire)	W. R. Griffin 2006 Trust	5010 Terminal Street Bellaire, TX 77401-6007

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City of Bellaire

Property Owner List - Public Hearing Planned Development Application and Request HEB Grocery Store

	Property Address	Property Owner	Mailing Address
49	6510 South Rice Avenue (Lot 26, Block 37 & Adj S 5 Ft of Abandoned Alley, Bellaire)	Current Tenant	6510 South Rice Avenue Bellaire, TX 77401
50	6512 South Rice Avenue (Lots 1, 2 & 3, Block 36, Bellaire)	South Central Oil Co. c/o Rusche Distributing Co.	555 E. Airtex Drive Houston, TX 77073-6099
51	6512 South Rice Avenue (Lots 1, 2 & 3, Block 36, Bellaire)	Current Tenant	6512 South Rice Avenue Bellaire, TX 77401
52	6600 South Rice Avenue (Lot 22 & Tr 21A, Block 36, Bellaire)	Kailuana Holdings Inc.	159 Kailuana Loop Kailua, HI 96734-1660
53	6600 South Rice Avenue (Lot 22 & Tr 21A, Block 36, Bellaire)	Current Tenant	6600 South Rice Avenue Bellaire, TX 77401
54	6601 South Rice Avenue (Lots 15, 17 & 18, Block 25, Bellaire)	Jimmy R. Stallworth	3600 Buckingham Drive Nacogdoches, TX 75965-5820

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City of Bellaire

Property Owner List - Public Hearing Planned Development Application and Request HEB Grocery Store

	Property Address	Property Owner	Mailing Address
55	6601 South Rice Avenue (Lots 15, 17 & 18, Block 25, Bellaire)	Current Tenant	6601 South Rice Avenue Bellaire, TX 77401
56	6605 South Rice Avenue (Lots 11 through 15, Block 25, Bellaire)	Whitestone Capital Group LLC	5004 Cedar Street Bellaire, TX 77401-4009
57	6605 South Rice Avenue (Lots 11 through 15, Block 25, Bellaire)	Current Tenant	6605 South Rice Avenue Bellaire, TX 77401
58	6702 South Rice Avenue (Tr 1A, Block 35 & Adj N 5 Ft of Abandoned Alley, Bellaire)	Kelly Hardware	542 Cascade Street Bellaire, TX 77401-5035
59	6702 South Rice Avenue (Tr 1A, Block 35 & Adj N 5 Ft of Abandoned Alley, Bellaire)	Current Tenant	6702 South Rice Avenue Bellaire, TX 77401
60	5104 Spruce Street (Lots 24 & 25, Block 37 & Adj S 5 Ft of Abandoned Alley, Bellaire)	W. R. Griffin 2006 Trust	5010 Terminal Street Bellaire, TX 77401-6007

Attachment: Property List - PD - HEB Grocery Store - 2015 (1508 : PH-HEB Planned Development)

City of Bellaire

Property Owner List - Public Hearing Planned Development Application and Request HEB Grocery Store

	Property Address	Property Owner	Mailing Address
61	5104 Spruce Street (Lots 24 & 25, Block 37 & Adj S 5 Ft of Abandoned Alley, Bellaire)	Current Tenant	5104 Spruce Street Bellaire, TX 77401
62	5118 Spruce Street (Lots 20 & 21, Block 37 & Adj S 5 Ft of Abandoned Alley, Bellaire)	Lloyd Coulson, et al. Mueller & Coulson Leasing Craig S. Mueler	5118 Spruce Street Bellaire, TX 77401-3309
63	5134 Spruce Street (Lots 16, 17, 18 & 19 & Tr 15A, Block 37 & Adj S 5 Ft of Abandoned Alley, Bellaire)	Greenbriar Chateau Associated Ltd.	1800 Augusta Drive Suite 370 Houston, TX 77057-3185
64	5134 Spruce Street (Lots 16, 17, 18 & 19 & Tr 15A, Block 37 & Adj S 5 Ft of Abandoned Alley, Bellaire)	Current Tenant	5134 Spruce Street Bellaire, TX 77401
65	5160 Spruce Street (Lot 14 & Tr 15B, Block 37 & Adj S 5 Ft of Abandoned Alley, Bellaire)	Kathleen Ballanfant	5160 Spruce Street Bellaire, TX 77401-3309
66	5200 Spruce Street (Lot 24, Block 44 & Adj S 5 Ft of Abandoned Alley, Bellaire)	Clause-Campise LLC	P.O. Box 406 Bellaire, TX 77402-0406

Attachment: Property List - PD - HEB Grocery Store - 2015 (1508 : PH-HEB Planned Development)

City of Bellaire

Property Owner List - Public Hearing Planned Development Application and Request HEB Grocery Store

	Property Address	Property Owner	Mailing Address
67	5200 Spruce Street (Lot 24, Block 44 & Adj S 5 Ft of Abandoned Alley, Bellaire)	Current Tenant	5200 Spruce Street Bellaire, TX 77401
68	5201 Spruce Street (Lots 1 & 2, Block 45 & Adj 5 Ft of Abandoned Alley, Bellaire)	Jones Blair Co.	P.O. Box 35286 Dallas, TX 75235-0286
69	5201 Spruce Street (Lots 1 & 2, Block 45 & Adj 5 Ft of Abandoned Alley, Bellaire)	Current Tenant	5201 Spruce Street Bellaire, TX 77401
70	5202 Spruce Street (Lot 23, Block 44 & Adj S 5 Ft of Abandoned Alley, Bellaire)	Villareal Partnership IV	4803 Spruce Street Bellaire, TX 77401-4024
71	5202 Spruce Street (Lot 23, Block 44 & Adj S 5 Ft of Abandoned Alley, Bellaire)	Current Tenant	5202 Spruce Street Bellaire, TX 77401-3301
72	5204 Spruce Street (Lot 22, Block 44 & Adj S 5 Ft of Abandoned Alley, Bellaire)	Strickland Hicks Inc.	5204 Spruce Street Bellaire, TX 77401-3311

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City of Bellaire

Property Owner List - Public Hearing Planned Development Application and Request HEB Grocery Store

	Property Address	Property Owner	Mailing Address
73	5205 Spruce Street (Lots 3 & 4, Block 45 & N 5 Ft of Abandoned Alley, Bellaire)	Spruce Place Inc.	4907 Weford Drive Bellaire, TX 77401-5335
74	5205 Spruce Street (Lots 3 & 4, Block 45 & N 5 Ft of Abandoned Alley, Bellaire)	Current Tenant	5205 Spruce Street Bellaire, TX 77401
75	Applicant/Owner	HEB Grocery Company, LP	3890 Northwest Highway Suite 300 Dallas, Texas 75220
76	Project Engineer	Brown & Gay Engineers, Inc. E. Benton Schmaltz	10777 Westheimer Road Suite 400 Houston, TX 77042

Attachment: Property List - PD - HEB Grocery Store - 2015 (1508 : PH-HEB Planned Development)

Mayor and Council

7008 S. Rice Avenue
Bellaire, TX 77401

**SCHEDULED
RESOLUTION (ID # 1527)**

Meeting: 06/01/15 06:00 PM
Department: Fire Department
Category: Recognition
Department Head: Darryl Anderson
DOC ID: 1527

Item Title:

Issuance of a proclamation by Dr. Philip L. Nauert, Mayor, proclaiming the month of June 2015 as "National Hurricane Preparedness Month" in recognition of the importance of planning and preparation by residents and public and private entities during the June 1st through November 30th hurricane season.

Background/Summary:**ATTACHMENTS:**

- National Hurricane Preparedness Month (PDF)



Proclamation

Whereas, Texas' hurricane season officially begins June 1 and ends November 30, and history teaches that preparedness can reduce the effects of a hurricane disaster; and

Whereas, the 624-mile Texas Gulf coastline and areas hundreds of miles inland, including our area, are vulnerable to the devastating effects of a hurricane or tropical storm, including heavy rainfall, inland flooding, high winds, and tornadoes; and

Whereas, the National Oceanic and Atmospheric Administration (NOAA), the National Weather Service, the Texas Division of Emergency Management, and the leaders of the City of Bellaire strongly suggest that all residents and visitors to this area be made aware of the potential dangers of these storms; and

Whereas, the best defense is preparedness and public education about the dangers of high winds, flooding and tornadoes that may occur for hundreds of miles in conjunction with a hurricane or tropical storm;

Now, Therefore, I, Dr. Philip L. Nauert, Mayor of the City of Bellaire, Texas, do hereby proclaim the month of June 2015 as:

National Hurricane Preparedness Month

in the City of Bellaire, Texas, and urge all citizens of the City of Bellaire to participate in hurricane preparedness activities and to pay close attention to watch and warning instructions.



In Witness Whereof, I have hereunto set my hand and caused the seal of the City of Bellaire, Texas, to be affixed this 1st day of June, 2015.

Dr. Philip L. Nauert, Mayor
City of Bellaire, Texas



CITY OF BELLAIRE TEXAS

MAYOR AND COUNCIL

MAY 18, 2015

Council Chamber and Council Conference Room
6:00 PM

Special Session and Regular Session

7008 S. RICE AVENUE
BELLAIRE, TX 77401

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

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

Dr. Philip L. Nauert, Mayor, called the Special Session (Executive Session) of the City Council of the City of Bellaire, Texas, to order at 6:06 p.m. on Monday, May 18, 2015. He announced that a quorum of the members of City Council were present as set forth in the table below.

Full Name	Title	Status	
Dr. Philip L. Nauert	Mayor	Present	
Mr. Nathan	Mayor Pro Tem	Absent	
Mr. Reed	Councilman	Absent	
Mr. Avioli Sr.	Councilman	Present	
Mr. Appas	Councilman	Present	
Mr. Laughlan	Councilman	Present	
Mr. S. Friedberg	Councilman	Present	
Mr. Hofmann	City Manager	Present	
Mr. Petrov	City Attorney	Present	
Mr. Dutton	City Clerk	Present	
Mr. Blackburn	Attorney	Present	
Mr. Andrews	City Engineer	Present	

B. Convene in Executive Session:

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

Motion:

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

RESULT:	UNANIMOUS
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MOVER:	Pat B. McLaughlan, Councilman
SECONDER:	Gus E. Pappas, Councilman
AYES:	Nauert, Avioli Sr., Pappas, McLaughlan, Friedberg
ABSENT:	Nathan, Reed

The Bellaire City Council convened in Executive Session (Closed Session) on May 18, 2015, at 6:06 p.m. in the Council Conference Room, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas 77401.

C. Reconvene:

Reconvene in Open Session and take action, if any, on item(s) discussed in Executive Session (Closed Session).

The Bellaire City Council reconvened in Open Session in the Council Chamber, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas 77401, at 7:29 p.m. on Monday, May 18, 2015. **Dr. Philip L. Nauert, Mayor**, advised that members of the City Council had been in consultation with attorneys regarding the development known as "The Shoppes at Uptown Crossing." He indicated that no action would be taken this evening related to matters discussed in Executive Session.

D. Adjourn.

Motion:

To adjourn the Special Session (Executive Session) of the City Council of the City of Bellaire, Texas, at 7:31 p.m. on Monday, May 18, 2015.

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

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 7:32 p.m. on Monday, May 18, 2015. He announced that a quorum of the members of City Council were present as set forth in the table below.

Name	Title	Status
Dr. Philip L. Nauert	Mayor	Present
Amanda B. Nathan	Mayor Pro Tem	Absent
Roman F. Reed	Councilman	Absent
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 - Pat B. McLaughlan, Councilman.

Pat B. McLaughlan, Councilman, provided the inspirational reading for the evening.

C. Pledges to The Flags - Pat B. McLaughlan, Councilman.

Pat B. McLaughlan, Councilman, led members of the City Council and audience in the U.S. Pledge of Allegiance and the Pledge to the Texas Flag.

D. Approval or Correction of Minutes:

1. Minutes of the Regular Session held on April 20, 2015:

Consideration of and possible action on the adoption of the minutes of the Regular Session of the City Council of the City of Bellaire, Texas, held on Monday, April 20, 2015.

Mayor and Council - Regular Session - Apr 20, 2015 7:00 PM

Motion:

To approve and adopt the minutes of the Regular Session of the City Council of the City of Bellaire, Texas, held on Monday, April 20, 2015.

****Note:** Dr. Philip L. Nauert, Mayor, abstained from voting on the minutes of the Regular Session of the City Council of the City of Bellaire, Texas, held on Monday, April 20, 2015, due to his absence from that session.**

RESULT:	APPROVED [4 TO 0]
MOVER:	James P. Avioli Sr., Councilman
SECONDER:	Pat B. McLaughlan, Councilman
AYES:	Avioli Sr., Pappas, McLaughlan, Friedberg
ABSTAIN:	Nauert
ABSENT:	Nathan, Reed

2. Minutes of the Regular Session held on May 4, 2015:

Consideration of and possible action on the adoption of the minutes of the Regular Session of the City Council of the City of Bellaire, Texas, held on Monday, May 4, 2015.

Mayor and Council - Regular Session - May 4, 2015 7:00 PM

Motion:

To approve and adopt the minutes of the Regular Session of the City Council of the City of Bellaire, Texas, held on Monday, May 4, 2015.

Minutes Acceptance: Minutes of May 18, 2015 6:00 PM (Minutes dated May 18, 2015:)

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

E. Personal/Audience Comments.

Kathleen Ballanfant:

Ms. Ballanfant addressed City Council in support of the permit parking item on City Council's agenda this evening to allow permit parking on Fournace Gardens Drive from 9:00 a.m. until 5:00 p.m., Monday through Friday. She indicated that when the City allowed the Neighborhood Center building to construct a driveway through to Fournace Place, tenants of that building started parking on Fournace Gardens Drive. She indicated further that residents were sometimes unable to access their driveways.

Ms. Ballanfant continued and noted that 100% of the property owners of record on Fournace Gardens Drive had signed the petition requesting permit parking that had been included in City Council's agenda packet. She thanked City Manager Paul A. Hofmann and Director of Development Services John McDonald for working on the petition so quickly once it had been submitted to the City.

In closing, Ms. Ballanfant urged City Council and the Planning and Zoning Commission to consider the impacts to residents' quality of life when considering zoning changes in residential areas. As mentioned previously, a small change allowing the addition of a driveway could lead to significant impacts to residents related to traffic congestion.

Andrew Jerige:

Mr. Jerige addressed City Council regarding Evelyn's Park. He provided a PowerPoint presentation regarding the following four issues: 1) parking on Camellia Lane; 2) noise and security due to Evelyn's Park; 3) restaurants and event center; and 4) traffic and trash near homes.

Mr. Jerige referred to several events that had been held at Evelyn's Park and cited problems that occurred as a result of the events. For example, people were parking on both sides of Camellia Lane making it difficult for residents to get in and out of their homes; people were walking on and through private yards; trash was thrown in yards; and paint balls were shot at homes.

In order to address the problems, Mr. Jerige suggested that signs stating "No Evelyn's Park Parking" be installed along Camellia Lane, as well as the construction of a border or wall on the northern perimeter of Evelyn's Park (abutting the southern border of Camellia Lane properties). Mr. Jerige provided examples of architecturally pleasing acoustical walls, and advised that cost estimates for such walls ranged from \$150,000 to \$250,000 (12' in height X 500' in length).

With respect to the restaurant at Evelyn's Park, Mr. Jerige suggested the following restaurant hours: 7:00 a.m. to 8:00 p.m. With respect to the event center, he suggested that events be held between the hours of 10:00 a.m. and 8:00 p.m. He urged City Council not to allow events to be held when extra parking at the Bellaire United Methodist Church was not available.

As to trash, Mr. Jerige indicated that a neighborhood meeting had been held the previous week where the residents learned that trash containers might be located near the Camellia Lane residents. Concerns were expressed that rodents might become an issue for the residents. Mr. Jerige urged City Council to ensure that trash containers were located as far south into Evelyn's Park as possible and hidden behind an enclosure.

Barbara Jerige:

Ms. Jerige addressed City Council and advised that she agreed with everything her husband had previously stated. She stated further that she had written an email to her neighbors a week ago and wanted to disclose that City Council. She wanted City Council to know that she and her husband, as well as many of their neighbors, had genuine concerns. She read the major excerpts from her email into the record as follows:

1. Restaurant:

When we bought our home, we were under the understanding that the "cafe" was just going to be used for park events only. We just recently found out that the "cafe" is actually going to be a full-blown restaurant that will be open seven days a week for breakfast, lunch, and dinner, and it will be used all of the time for park events that could be noisy and could last late into the night.

We believe that this will surely increase the extreme traffic and parking issues well beyond what we have already sadly experienced with Food Truck Wednesdays and Pop Up in the Park Saturdays. Also, we are concerned about the noise from events, security, and danger from people who may get tipsy while drinking at the restaurant or park events and then driving drunk in our neighborhood.

2. Parking Issues on Camellia Lane and Nearby Streets:

We believe that the Commissioners should allow Camellia Lane and other affected streets to have some kind of permit-type parking to ensure that all of our family and friends have the ability to park in our neighborhoods and in front of our own homes. In addition to the extreme parking problems, we have personally experienced people trespassing on our yard and throwing trash in our yard while walking to and from the park for park events.

3. Noise and Security:

The noise and security issues caused by the park has not yet been addressed. Andrew and I are recommending that an architectural acoustical sound control wall be run on the fence line between the park and the back of the homes on Camellia Lane to help stop criminal activity, other security issues, and to help cut down the noise from the park. We suggest this wall be around 12' and designed to be extremely visually attractive. This wall would be similar to the pretty walls installed along the highways to abate noise and stop people from walking around the highways. Very similar to the highways, we will need the noise abatement and some control of people walking around our homes and property in order to help keep criminals out of our backyard and to help control noise caused by events at the park.

We are very much concerned about how all of these and other issues may severely damage the resale value and the quality of life in our homes due to privacy, security, safety, noise, traffic, trespassing, littering, and other negative impacts resulting from the park. We bought our home in Bellaire because we did not want our home to be near

businesses. Now it looks like we will have a restaurant and an event venue, which may have loud music and security and safety concerns, right behind our house.

Please join us for this Council meeting tonight to help us keep our neighborhood safe, quiet, friendly, and beautiful and to maintain "Bellaire's City of Homes," instead of "Bellaire's Business Right Behind our Homes."

Keith Bowers:

Mr. Bowers addressed City Council regarding the guaranteed maximum price contract City Council would be asked to sign later this evening. He indicated that he had tried to figure out how much Phase One of Evelyn's Park would cost the City and was unable to do so. Appendix B of the contract consisted of deliverables to be provided by Linbeck (the contractor). One known cost to the City was \$50,000 for testing of materials. Utilities, such as power, gas, and water, would be payable by the City. Furniture, fixtures, and equipment were to be furnished and installed by the owner. Under the contract, the "owner" was the City of Bellaire.

Mr. Bowers indicated that the kitchen would have no vent hoods, heat exchange system, etc. The floors had been stripped down to smoothed polished concrete (which was fine for a park). He referenced the roof material, noting that it would be constructed of metal similar to the City's Recreation Center. Mr. Bowers inquired as to the type of paint and covering that would go along with the roof and stated that he hoped that those materials would have a longer life (such as 30 years as opposed to two years). The biggest issue Mr. Bowers had with the project was that the contractor would not be installing any conduit or wiring in spaces that were accessible. The implication was that the City would have to supply all of the wiring. Mr. Bowers stated that the electrical system should be complete otherwise the City would have real problems with interface issues in his opinion.

With respect to landscaping and lighting, Mr. Bowers indicated that the contract would not provide either. The building would not have any telephone wiring, security wiring, data wiring, cable television or audio. He advised that he would want to ensure that the building was secure before he put anything on the walls, such as oak paneling.

In closing, Mr. Bowers urged City Council to look very carefully at the contract. He stated that this was not a \$6.3 million contract in his opinion. In Mr. Bowers' estimation, in order to bring the facility up to a usable status, the contract cost was likely \$7 million.

Tom Flaherty:

Mr. Flaherty addressed City Council and urged passage of all items relative to Evelyn's Park this evening. He thanked City Council for rolling up their sleeves and working through the tough issues that had to be dealt with before this evening. Mr. Flaherty advised that Evelyn's Park had been in the design process for two years or more and indicated that he was surprised by earlier comments being made on the eve of the contract proposal.

In Mr. Flaherty's opinion, the freeway sound walls would not be aesthetically pleasing in a park environment. Additionally, if he were lucky enough to live near Evelyn's Park, he advised that he would install a gate so that he could access the park from his yard.

He continued and indicated that he understood concerns with respect to parking. There were procedures in the City to allow for permit parking. He advised that he lived across

from a church and another institution and understood the overflow parking issues. On the other hand, those issues were part of where he lived.

Marybeth Flaherty:

Ms. Flaherty addressed City Council and advised that four years ago this spring, the City and The Jerry and Maury Rubenstein Foundation embarked on a journey together that neither party had ever taken. They formed the Evelyn's Park Conservancy (the "Conservancy"), a public-private partnership composed of eight volunteer members that was given a behemoth task. They were to design and raise funds to build Evelyn's Park on prime Bellaire property at the corner of Newcastle Street and Bellaire Boulevard.

Those volunteers had worked very hard to meet the tasks given them. Ms. Flaherty advised that both the Conservancy and the City had learned a great deal through the process. She was personally thrilled to finally see this evening arrive. This evening's agenda items related to Evelyn's Park were evidence of hundreds, if not thousands, of hours of hard work. The Conservancy had worked with experts in the fields of architecture and landscape and engineers specializing in traffic, electrical, and civil to bring the final Phase One plans to the City. Working alongside the City Staff, there was before City Council a guaranteed maximum price contract with the Linbeck Group, LLC.

The Conservancy was poised to contribute almost \$1.4 million to add to the \$5 million in City bonds authorized for the construction of Evelyn's Park. Not just the citizens of Bellaire, but every commuter to the Medical Center using Bellaire Boulevard as he or she headed east to the Medical Center, and citizens from neighborhoods nearby that traveled west on Bellaire Boulevard to access Loop 610, as well as the daily No. 2 METRO riders, one of the busiest METRO routes traveling east and west on Bellaire Boulevard, had been watching and waiting to see construction begin on Evelyn's Park.

With City Council's positive votes this evening, construction could begin. Ms. Flaherty urged City Council to make this evening the night to celebrate the upcoming groundbreaking for Evelyn's Park.

Lynn McBee:

Ms. McBee, in addressing City Council, advised that the City Manager had been with Bellaire a little over a year now. She made some observations that she believed were attributable to his service to the City. Within the last few weeks, Ms. McBee had seen a Comprehensive Plan Update by Gary Mitchell of Kendig Keast Collaborative (several hundred pages in length), a Parks Master Plan Update (over one hundred pages in length), a Fire Department Service Plan (twenty-three pages long), an Information Technology Service Plan (eleven pages long), a Comprehensive Financial Policy Statement drafted by the Finance Department and the City Manager and reviewed by the City's Audit Finance Board, a long-range financial planning document, and infrastructure reports of some length from both the Public Works Department and City Engineer.

Ms. McBee advised that the City was certainly producing a great deal of written communications describing the activities of the City that City Council must master in order to create policy. The City had not, it seemed, communication experts who specialized in brevity of communications. She noted that it was becoming increasingly difficult for citizens to keep up with all of the information. She suggested making things a little less comprehensive and more comprehensible.

Further, Ms. McBee advised that much of the referenced information produced seemed

to indicate that the City would grow. She advised that the City's boundaries were fixed and had been since 1949. Unless the City was planning to build high-rise apartments or other high-density structures in the City, Bellaire was not going to grow. There was only one counter that Ms. McBee had any confidence in--the United States Census Department.

In closing, Ms. McBee stated that Evelyn's Park would be costing the City money for a long time to come and urged others to stop debating the cost. Finally, the one item on City Council's agenda that was missing was the Ad Hoc Municipal Facilities Committee--she had understood that City Council would be making additional appointments this evening.

After noting no further oral comments and at the request of several residents, **Dr. Philip L. Nauert, Mayor**, read the written comments set forth below into the record.

Carolyn Rubenstein:

My name is Caroline Rubenstein and I live on Willow Street. I have been a Bellaire resident for over 25 years. This park means so much to this community. It is a gathering spot for neighbors to enjoy green space, enjoy a walk in the park with their family, and to enjoy a quiet respite from the hustle and bustle. The park will provide more value to the community through increases in their property values and increased benefits of having more green space which has shown reduction in stress and obesity.

I support Evelyn's Park and hope that City Council will do the same thing by moving ahead with the approval of the Guaranteed Maximum Price for Phase One.

Please have my written comments read into the record at the City Council meeting.

Elliot Sorkin:

My name is Elliot Sorkin and I live on Effie Street in Bellaire. Evelyn's Park means so much to this community. It will be a gathering spot, a hub for the community, and an exciting opportunity for Bellaire and the surrounding areas. The park will provide many benefits to the community.

I support Evelyn's Park and hope that City Council will do the same thing by moving ahead with the approval of the construction plan and next steps. Please read my comments into the record.

Thank you for your consideration.

Steve Payne:

My name is Stephen Payne and I live on Linden Street. Evelyn's Park means so much to this community. It will be a gathering spot, a hub for the community, and an exciting opportunity for Bellaire and the surrounding areas. The park will provide many benefits to the community.

I support Evelyn's Park and hope that City Council will do the same thing by moving ahead with the approval of the construction plans and next steps. Please read my comments into the record. Thank you for your consideration.

Glenn Engle:

My name is Glenn Engle and I live on Carlon Street. Evelyn's Park means so much to this community. It will be a gathering spot, a hub for the community, and an exciting opportunity for Bellaire and the surrounding areas. The park will provide many benefits to the community.

I support Evelyn's Park and hope that City Council will do the same thing by moving ahead with the approval of the construction plans and next steps. Please read my comments into the record. Thank you for your consideration.

Lauren Sorkin:

My name is Lauren Sorkin and I live on Effie Street. Evelyn's Park means so much to this community. It will be a gathering spot, a hub for the community, and an exciting opportunity for Bellaire and the surrounding areas. The park will provide many benefits to the community.

I support Evelyn's Park and hope that City Council will do the same thing by moving ahead with the approval of the construction plans and next steps. Please read my comments into the record.

Emily Buerger:

My name is Emily Buerger and I live on Ruskin Street with my Dad, Mom (Karla Kurrelmeyer, MD), and brother. I have been a West University resident for 14 years. I live just on the other side of the train tracks of the future location of Evelyn's Park which is why it is so important to me that it be developed and opened for Bellaire and West University residents to enjoy. This park will be beneficial to both communities. It is a gathering spot for neighbors to enjoy green space. The park will provide many benefits to the Bellaire community, including increasing property values. It will improve the health and well-being of our citizens from the surrounding communities. As a Teen Ambassador for the park, I have enjoyed volunteering and giving back to the community. We have all worked hard to raise the funds and are very excited for construction to begin.

I support Evelyn's Park and hope that City Council will do the same thing by moving ahead with the approval of the GMP. Please read my comments into the record. Thank you for your consideration.

Sheryl W. Rapp:

My name is Sheryl Rapp and I live on Willow Street and have been a Bellaire resident for 21 years. Evelyn's Park means so much to this community and is so needed for our city. It is a gathering spot for neighbors to enjoy green space and will provide many benefits to the community, including increasing property values and improving the health and well-being of our citizens. We have, as a community, worked very hard to raise the funds and are very excited for construction to begin. I support Evelyn's Park and hope that City Council will do the same thing by moving ahead with the approval of the GMP. Please read my comments into the record. Thank you for your consideration.

Priya Bhosale, MD:

My name is Priya Bhosale, MD, and I live on Mulberry Lane. I have been a Bellaire resident for ten years. This park means so much to this community. It is a gathering spot for neighbors to enjoy green space. The park will provide many benefits to the

community, including increasing property values and improving the health and well-being of our citizens. As a Teen Ambassador for the park, I have enjoyed volunteering and giving back to the community. We have all worked hard to raise the funds and are very excited for construction to begin.

I support Evelyn's Park and hope that City Council will do the same thing by moving ahead with the approval of the GMP. Please read my comments into the record.

Thank you for your consideration.

Gary Markowitz:

I want to thank the Council for being proactive and supporting the development of Evelyn's Park. The City of Bellaire is blessed with great residents and great government, but one thing it lacks is adequate green space and community gathering places. With your support, Evelyn's Park will become an oasis of community pride and spirit and will help improve the quality of life for Bellaire's citizens.

Claudia Miller:

My name is Claudia Miller and I live on Evergreen Street. I have been a Bellaire resident for 15 years. This park means so much to this community. It is a gathering spot for neighbors to enjoy green space. The park will provide many benefits to the community, including increasing property values and improving the health and well-being of our citizens. We have, as a community, worked hard to raise the funds and are very excited for construction to begin.

I support Evelyn's Park and hope that City Council will do the same thing by moving ahead with the approval of the GMP. Please read my comments into the record.

Thank you for your consideration.

Denise Leisten:

My name is Denise Leisten and I live on Huisache Street. I have been a Bellaire resident for 16 years. This park means so much to this community. It is a gathering spot for neighbors to enjoy green space. The park will provide many benefits to the community, including increasing property values and improving the health and well-being of our citizens. As a Bellaire resident who hopes to enjoy the park, my daughter, as a Teen Ambassador, has enjoyed volunteering and giving back to the community. We have all worked hard to raise the funds and are very excited for construction to begin.

I support Evelyn's Park and hope that City Council will do the same thing by moving ahead with the approval of the GMP. Please read my comments into the record. Thank you for your consideration.

Neha Paseur:

My name is Neha Paseur and I live on Park Court. I have been a Bellaire resident for about five years. This park means so much to this community. It is a gathering spot for neighbors to enjoy green space, a walk in the park with family, and a quiet respite from the hustle and bustle. The park will restore green space to an historic part of our city and build an iconic park for generations to enjoy. The park will increase property values, improve the health of our citizens, as well as enrich our lives, by providing a great meeting place to interact with neighbors. As a community we have worked hard

to raise funds and are very excited for construction to begin.

I support Evelyn's Park and hope that City Council will do the same thing by moving ahead with the approval of the Guaranteed Maximum Price. Please read my comments into the record.

Karl Poirot:

My name is Karl Poirot and I live on Mulberry Lane. I have been a Bellaire resident for 13 years. This park will be a substantial addition to Bellaire and its residents. The park will provide many benefits to the community, including increasing property values and will improve the health and well-being of our citizens.

I support Evelyn's Park and hope that City Council will do the same thing by moving ahead with the approval of the GMP. Please read my comments into the record.

Thank you for your consideration.

Sue Floyd:

My name is Sue Floyd. My husband Craig and our two children, John and Julia, live on Magnolia Street. We have been Bellaire residents for 19 years. This park means so much to this community. It is a gathering spot for neighbors to enjoy green space. The park will provide many benefits to the community, including increasing property values and improving the health and well-being of our citizens. We have, as a community, worked hard to raise the funds and are very excited for construction to begin.

We support Evelyn's Park and hope that City Council will do the same thing by moving ahead with the approval of the GMP.

Please read our comments into the record.

Thank you for your consideration.

Quinn Bello:

My name is Quinn Bello and I live on Alpine Court. I have been a Bellaire resident for 15 years. This park means so much to this community. It is a gathering spot for neighbors to enjoy green space. The park will provide many benefits to the community, including increasing property values and improving the health and well-being of our citizens. As a Teen Ambassador for the park, I have enjoyed volunteering and giving back to the community. We have all worked hard to raise the funds and are very excited for construction to begin.

I support Evelyn's Park and hope that City Council will do the same thing by moving ahead with the approval of the GMP. Please read my comments into the record. Thank you for your consideration.

Elizabeth Bello:

My name is Elizabeth Bello and, as a resident of Bellaire since 1998, I am an enthusiastic supporter of Evelyn's Park. The green space, gather opportunity and community offerings that will be available with the development of this park are of great value to the city and the neighborhood.

The neighbors of the park and those who choose to visit will be able to see health and wellness benefits through accessing the walking paths, tranquility of nature, and local offerings for whole families. My daughter, who serves as a Teen Ambassador for the park, has found the park development process a lesson in city planning and development and sees her service as a way to connect with the community around her. As a family, we have been anxiously watching for construction to move forward so we can all enjoy the benefits of a nearby developed park.

City Council members, please demonstrate support of Evelyn's Park with your approval of the GMP. I also request that my comments be read into the Council record. Thank you very much for your consideration and support of this important next step for our city.

Stephanie Goldfield:

My name is Stephanie Goldfield and I live on Palmetto Street. I've been a Bellaire resident for 14 years. This park means so much to this community and to me. It is a gathering spot for neighbors to enjoy green space. The park will provide many benefits to the community, including increasing property values and improving the health and well-being of our residents.

*We always talk about the **need** for our citizens to have opportunities to utilize our recreation facilities, enjoy performing arts, to meet others, and to ensure that citizens shop and dine here vs. in the next community. Evelyn's Park will not only enhance our quality of life in these ways but will provide more City notoriety and thus drive others here, which is another revenue stream.*

We have, as a community, worked hard to raise funds and are very excited for construction to begin. Having just volunteered at our Showcase of Homes, countless citizens asked "when" the building of Evelyn's Park will commence. EVERYONE is ready and it is critical that we start digging. It seemed that some doubt is setting in but we must keep the momentum going since fundraising needs to continue.

When I talk to friends outside of our City, I tell them we're going to have our very own "Central Park" and it is with great pride, excitement, and desire that these words are uttered.

I strongly support Evelyn's Park and hope that City Council will do the same thing by moving ahead with the approval of the GMP. Action now, please!! Please read my comments into the record.

Thank you for your consideration.

Ali Katz:

My name is Ali Katz and I live on Huisache Street. I have been a Bellaire resident for 15 years. This park means so much to this community. It is a gathering spot for neighbors to enjoy green space. The park will provide many benefits to the community, including increasing property values and improving the health and well-being of our citizens. We have, as a community, worked hard to raise the funds and are very excited for construction to begin.

I support Evelyn's Park and hope that City Council will do the same thing by moving ahead with the approval of the GMP. Please read my comments into the record. Thank you for your consideration.

Catherine Devine:

Good afternoon,

My family and I are ten-year Bellaire residents. We are anxiously awaiting the development of Evelyn's Park. This is exactly the type of improvement the City of Bellaire needs to invest in to establish Bellaire as the preeminent Houston-area community in which to live. Please approve the funding to start construction. This park enjoys unbelievable support from the community, and we are all hoping to see it complete before our children go off to college!

I respectfully request that my comments be read into the record at this evening's Council Meeting.

Thank you.

Richard Franke:

Please arrange to have these comments forwarded to appropriate staff and read into the record at the May 18, 2015, City Council Meeting:

This taxpayer has had recent discussions with both the City Engineer and the Director of Public Works concerning the proposed deferral of reconstruction of a 73 year old cast iron water line that services the 1000 and 1100 blocks of Howard Lane. That discussion was forwarded to the City Manager and Elected Officials, but the critical nature of reliable water service warrants public disclosure and discussions.

The background is that the Engineers have proposed deferring reconstruction of the 73 year old water line on the two blocks of Howard Lane because other water lines are said to warrant more immediate service. Despite 17 years or more of infrastructure reports by the City's Consulting Engineer and Public Works, the age and condition of water lines has received scant attention. Rather, during that period the focus has been on replacing the undersized two inch lines. Further, after several street reconstruction projects that required subsequent water line replacement, the Engineer and the City of Bellaire concluded it is more efficient and cost-effective to replace water lines in connection with street reconstruction that addressed storm drainage, wastewater drainage, and reconstruction of the sub-base and surface of streets with long lasting concrete construction.

After waiting almost 17 years, the City of Bellaire is committed to reconstruction of the 4300 blocks of Nancy and Glenmont (outflow streets, I presume) to facilitate reconstruction of all three blocks of Howard Lane. However, due to what the Engineer and Public Works now claim are significant increases in water line reconstruction costs, that reconstruction project will not include replacement of the 73 year old cast iron water line that services the 1000 and 1100 blocks of the street. Do the Engineers and City of Bellaire not understand basic economics? Periods of expansion and prosperity usually bring cost increases to material and services. Where have you been for 17 years?

We have been advised that the subject water line will be replaced no sooner than five years and then only if bond and tax rates will fund the cost. In typical Bellaire fashion, that means there is no real commitment to replacing that water line. If it fails in the interim, we are told the City will seek emergency funds from a government agency. Water service being a critical top tier priority of the City of Bellaire, the City should

immediately identify funds for replacement of the subject water line in connection with Phase 5B of Rebuild Bellaire in 2015-2016. **There is no excuse for funding any park or other noncritical service until all water line and street infrastructure needs are funded with a firm commitment to tax rate adjustments or bonded indebtedness.**

A final comment concerning G1 of the agenda. Restricted parking **should not be limited to the hours between 8 AM and 5 PM.** Neighborhoods adjacent to commercial areas and parks (**including Evelyn's Park**) should be permitted to have 24/7/365 restricted parking. There is no excuse for residential taxpayers having to subsidize the use of either commercial, park or school parking with their privacy, public safety or quiet enjoyment of their home and neighborhood. What are the priorities of the City of Bellaire?

Brian Laviage:

My name is Brian Laviage and I live on Jim West Street. Evelyn's Park means so much to this community. It will be a gathering spot, a hub for the community, and an exciting opportunity for Bellaire and the surrounding areas. The park will provide many benefits to the community.

I support Evelyn's Park and hope that City Council will do the same thing by moving ahead with the approval of the construction plan and next steps. Please read my comments into the record. Thank you for your consideration.

Scott Doctor:

My name is Scott Doctor and I live on Jim West Street. We are very excited about the starting of construction on Evelyn's Park. Evelyn's Park is going to be a major asset to the City of Bellaire and its citizens. It will be a gathering spot, a hub for the community, and an exciting opportunity for Bellaire and the surrounding areas. The park will provide many benefits for the community.

I support Evelyn's Park and hope that City Council will do the same thing by moving forward with the approval of the construction plan and next steps. Please read my comments into the record. Thank you for your consideration.

Ben Raymond:

In my opinion, no great city is without an exceptional gathering spot for its community members to co-exist. That being said, the construction of Evelyn's Park represents an opportunity for Bellaire. We will go from being a "good place to live," to being an "exceptional community to live in." All property values will improve with a community commitment to bettering our infrastructure (no one needs to look further than Southside Place for the effect of parks and beautification on the economic impact of a profoundly positive plan). I strongly support the bond referendum being discussed by City Council with hopes that our residents understand that sometimes you have to spend money to make money.

Hrishabh Bhosale:

My name is Hrishabh Bhosale and I live on Mulberry Lane and have been a Bellaire resident for ten plus years. This park means so much to this community and would be a wonderful gathering space for the community and events. In addition to providing enjoyment for the general public, it will also boost property values in the area,

benefitting home owners. As a Teen Ambassador for Evelyn's Park, I have truly enjoyed giving back to the community. We are all excited for construction to begin!

I support Evelyn's Park and hope that City Council will do the same thing by moving ahead with the approval of the GMP. Please read my comments into the record. Thank you for your consideration.

Samara Zuckerbrod:

My name is Samara Beth Zuckerbrod and I live on Maple Street in Bellaire. I have been a Bellaire resident for ten years. This park means so much to this community. It is a gathering spot for neighbors to enjoy green space. The park will provide many benefits to the community, including increasing property values and improving the health and well-being of our citizens. As a Teen Ambassador for the park, I have enjoyed volunteering and giving back to the community. We have all worked hard to raise the funds and are very excited for construction to begin.

I support Evelyn's Park and hope that City Council will do the same thing by moving ahead with the approval of the GMP. Please read my comments into the record. Thank you for your consideration.

Jennifer Deutsch:

My name is Jennifer Deutsch and I live on Oleander Street. I have been a Bellaire resident for 14 years. This park means so much to this community. It is a gathering spot for neighbors to enjoy green space. The park will provide many benefits to the community, including increasing property values and improving the health and well-being of our citizens. We have, as a community, worked hard to raise the funds and are very excited for construction to begin.

I support Evelyn's Park and hope that City Council will do the same by moving ahead with the approval of the GMP. Please read my comments into the record.

Thank you for your consideration.

Stacy Doctor:

My name is Stacy Doctor and I live on Jim West Street. Evelyn's Park means so much to this community. It will be a gathering spot, a hub for the community, and an exciting opportunity for Bellaire and the surrounding areas. The park will provide many benefits to the community.

I support Evelyn's Park and hope that City Council will do the same thing by moving ahead with the approval of the construction plan and next steps.

Please read my comments into the record. Thank you for your consideration.

Emily Doctor:

My name is Emily Doctor and I live on Jim West Street. I have been a Bellaire resident for ten years. This park means so much to the community. It is a gathering spot for neighbors to enjoy green space. The park will provide many benefits to the community, including increasing property values and improving the health and well-being of our citizens. As a Teen Ambassador for the park, I have enjoyed volunteering and giving back to the community. We have all worked hard to raise the funds and are very

excited for construction to begin.

I support Evelyn's Park and hope that City Council will do the same by moving ahead with the approval of the GMP. Please read my comments into the record. Thank you for your consideration.

Erin Sheena:

My name is Erin Sheena and I live on Marrakech Court. I have been a Bellaire resident for 16 years. This park means so much to this community. It is a gathering spot for neighbors to enjoy green space. The park will provide many benefits to the community, including increasing property values and improving the health and well-being of our citizens. As a Teen Ambassador for the park, I have enjoyed volunteering and giving back to the community. We have all worked hard to raise the funds and are very excited for construction to begin.

I support Evelyn's Park and hope that City Council will do the same by moving ahead with the approval of the GMP. Please read my comments into the record. Thank you for your consideration.

F. Reports and Presentations:

Department Service Plans:

Presentations of Fire and Information Technology Department Service Plans

City Manager Paul A. Hofmann referred to the number of residents waiting to hear City Council discussion on the permit parking issue and the Evelyn's Park issue and suggested that City Council consider deferring the Bellaire Fire and Information Technology Service Plan presentations to a later time this evening.

Mayor Philip L. Nauert indicated that City Council would consider agenda item G, New Business, at this point in the meeting.

Following action and discussion under "New Business," **Mayor Nauert** returned to this agenda item. **City Manager Hofmann** suggested that, in light of the lateness of the hour, the service plans be deferred until the City Council June 8th Pre-Budget Planning Session. No objections were raised by members of City Council. City Council moved forward to agenda items H. And I.

(Requested by Paul A. Hofmann, City Manager)

G. New Business:

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

1. Petition for Permit Parking:

Minutes Acceptance: Minutes of May 18, 2015 6:00 PM (Minutes dated May 18, 2015:)

1. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, amending Chapter 30, Traffic and Vehicles, Article II, Traffic-Control Regulations, Division 5, Parking, of the Code of Ordinances of the City of Bellaire, Texas, by adding a new Section 30-118, to be entitled "Restricted Parking - 9:00 A.M. to 5:00 P.M., Monday through Friday," for the purpose of establishing a permit parking process allowing for restricted parking on residential streets.

Director of Development Services John McDonald provided an overview of a petition submitted by 100% of the property owners of record abutting Fournace Gardens Drive for permit parking between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday. He noted that the City's Traffic Management Team, consisting of himself, Chief of Police Byron Holloway, Fire Chief Darryl Anderson, and Director of Public Works Brant Gary posed no objections to the request and recommended approval by City Council.

Motion:

To adopt an ordinance of the City Council of the City of Bellaire, Texas, amending Chapter 30, Traffic and Vehicles, Article II, Traffic-Control Regulations, Division 5, Parking, of the Code of Ordinances of the City of Bellaire, Texas, by adding a new Section 30-118, to be entitled "Restricted Parking - 9:00 A.M. to 5:00 P.M., Monday through Friday", for the purpose of establishing a permit parking process allowing for restricted parking on residential streets (i.e., Fournace Gardens Drive).

Following questions of Director of Development Services McDonald by members of City Council regarding the parking issues existing on Fournace Gardens Drive as a result of tenant changes in the Neighborhood Center building at Bissonnet Street and Newcastle Street, action was taken on the motion and second before City Council.

(Requested by John McDonald, Development Services)

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

2. Policy:

Consideration of and possible adoption of a resolution of the City Council of the City of Bellaire, Texas, approving the Comprehensive Financial Management Policy Statements of the City of Bellaire, Texas, for the purpose of providing guidelines for operational and long-range planning.

Chief Financial Officer Linda Symank provided a brief overview related to the development of the Comprehensive Financial Management Policy Statements. She indicated that the purpose was to create a written document that would include all financial policies in one document and give direction to City Staff regarding the operational financial management of the City and long-range planning. She indicated further

that the Bellaire Audit Finance Board met on February 18, 2015, and on April 30, 2015, to review and discuss the proposed policy statements. The Bellaire Audit Finance Board provided recommendations which were incorporated in the policy before City Council this evening.

Motion:

To adopt a resolution of the City Council of the City of Bellaire, Texas, approving the Comprehensive Financial Management Policy Statements of the City of Bellaire, Texas, for the purpose of providing guidelines for operational and long-range planning.

(Requested by Linda Symank, Finance Administration)

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

3. Evelyn's Park:

- a. Consideration of and possible action on the adoption of a resolution of the City Council of the City of Bellaire, Texas (the "City"), accepting a financial contribution in the amount of \$1,362,541 from the Evelyn's Park Conservancy Board to be utilized by the City for construction associated with Phase One of Evelyn's Park.

Motion:

To adopt a resolution of the City Council of the City of Bellaire, Texas (the "City"), accepting a financial contribution in the amount of \$1,362,541 from the Evelyn's Park Conservancy Board to be utilized by the City for construction associated with Phase One of Evelyn's Park.

Director of Parks, Recreation and Facilities Karl Miller provided a brief presentation regarding the agenda item before City Council. He noted that the Linbeck Group, LLC, was hired in December 2014 to provide pre-construction and construction services for Phase One of Evelyn's Park. In the past four months, the Linbeck Group, LLC, had worked extensively on a guaranteed maximum price for Phase One. After subtracting bond funding provided by the City of \$5 million from the guaranteed maximum price proposed by the Linbeck Group, LLC, additional funding in the amount of \$1,362,541 was needed from the Evelyn's Park Conservancy Board and The Jerry and Maury Rubenstein Foundation (the "Foundation"). It was noted that the Foundation had contributed \$304,000 to the Evelyn's Park Conservancy Board for the Evelyn Rubenstein memorial garden. Those funds, along with additional funding from the Evelyn's Park Conservancy Board (the total of which would be \$1,362,541), were needed to complete Phase One of Evelyn's Park.

Amendment (No. 1) to the Main Motion:

That the acceptance of a financial contribution in the amount of \$1,362,541 from the Evelyn's Park Conservancy Board for Phase One of Evelyn's Park be expressly contingent on a positive City Council vote on agenda item G. 3. c. (i.e., acceptance of guaranteed maximum price for said project).

Discussion ensued among members of City Council regarding the amendment before City Council. After noting no further discussion, **Mayor Nauert** called for a vote on the amendment before City Council.

RESULT	FAILED [3 TO 2]
MOVER:	Andrew S. Friedberg, Councilman
SECONDER:	James P. Avioli, Sr., Councilman
AYES:	Avioli, McLaughlan, Friedberg
NAYS:	Nauert and Pappas
ABSENT:	Nathan and Reed

After noting no further discussion, **Mayor Nauert** called for a vote on the main motion.

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

RESULT:	ADOPTED [4 TO 1]
MOVER:	Pat B. McLaughlan, Councilman
SECONDER:	Gus E. Pappas, Councilman
AYES:	Nauert, Avioli Sr., Pappas, McLaughlan
NAYS:	Friedberg
ABSENT:	Nathan, Reed

- b. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, amending the FY 2015 Budget for the City of Bellaire, Texas, by \$1,362,541 for the purpose of increasing the appropriation of the Evelyn's Park Phase One Construction Project from \$5,000,000 to \$6,362,541.

City Manager Paul A. Hofmann noted that the dollar amount suggested for the budget amendment was \$6,362,541 as opposed to the guaranteed maximum price for the construction of the project of \$6,262,541, a difference of \$100,000. City Manager Hofmann clarified that the difference was related to \$50,000 that had already been spent on environmental work and asbestos abatement and another \$50,000 that would need to be spent on materials testing. Therefore, the construction costs and environmental and materials testing costs would total \$6,362,541.

Motion:

To adopt an ordinance of the City Council of the City of Bellaire, Texas, amending the FY 2015 Budget for the City of Bellaire, Texas, by \$1,362,541 for the purpose of increasing the appropriation of the Evelyn's park Phase One Construction Project from \$5,000,000 to \$6,362,541.

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

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

- c. Consideration and possible action on a recommendation from the Parks, Recreation, and Facilities Department to approve construction phase services to be provided by Linbeck Group, LLC, for Phase One of Evelyn's Park, located at 4400 Bellaire Boulevard, Bellaire, Texas 77401, in an amount not to exceed \$6,262,541, and on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, amending Exhibit 1 to Ordinance No. 14-071, AIA Document A133--2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor, by and between the City of Bellaire, Texas, as Owner, and Linbeck Group, LLC, as Construction Manager, regarding Phase One of the Evelyn's Park Project, 4400 Bellaire Boulevard, Bellaire, Texas 77401, for the purpose of accepting the guaranteed maximum price for said project in the amount of six million two hundred sixty-two thousand five hundred forty-one dollars (\$6,262,541) and Contract Time for the Work.

Director of Parks, Recreation and Facilities Karl Miller indicated that the Linbeck Group, LLC, had priced Phase One of Evelyn's Park based on state procurement laws. As City Council was aware, the initial pricing was followed by months of value engineering the project with a strong focus on not descoping the project.

The final guaranteed maximum price presented to City Council this evening was noted to be \$6,262,541. Director Miller advised that if the project ended up costing more than the guaranteed maximum price, then Linbeck Group was responsible for the overage. If the project ended up costing less than the guaranteed maximum price, any savings would be returned to the City of Bellaire.

After providing a brief overview of the value engineering, Director Miller recommended approval by the City Council of the guaranteed maximum price and authorization for the City Manager to sign the "GMP Amendment to Agreement Between Owner and Construction Manager" document once funding had been received from the Evelyn's Park Conservancy Board.

Motion:

To accept a recommendation from the Parks, Recreation, and Facilities Department to approve construction phase services to be provided by Linbeck Group, LLC, for Phase One of Evelyn's Park, located at 4400 Bellaire Boulevard, Bellaire, Texas 77401, in an amount not to exceed \$6,262,541, and to adopt an ordinance of the City Council of the City of Bellaire, Texas, amending Exhibit 1 to Ordinance No. 14-071, AIA Document A133--2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor, by and between the City of Bellaire, Texas, as Owner, and Linbeck Group, LLC, as Construction Manager, regarding Phase One of the Evelyn's Park Project, 4400 Bellaire Boulevard, Bellaire, Texas 77401, for the purpose of accepting the guaranteed

Minutes Acceptance: Minutes of May 18, 2015 6:00 PM (Minutes dated May 18, 2015:)

maximum price for said project in the amount of six million two hundred sixty-two thousand five hundred forty-one dollars (\$6,262,541) and Contract Time for the Work.

{The main motion was moved by Councilman Pat B. McLaughlan and seconded by Councilman Gus E. Pappas}

Prior to discussion of the main motion, **Mayor Philip L. Nauert** offered an amendment.

Amendment (No. 1) to Main Motion:

That should the Linbeck Group, LLC, be able to construct Phase One of the Evelyn's Park Project for less than the guaranteed maximum price, that the remaining amount be spent toward the construction of an acoustical and security wall on the north border of the park offering some protection for the residents on the south side of Camellia Lane.

Discussion ensued among members of City Council regarding the amendment to the main motion. After noting no further discussion on the amendment, Mayor Nauert called for a vote of City Council.

RESULT:	FAILED [1 TO 4]
MOVER:	Dr. Philip L. Nauert, Mayor
SECONDER:	Gus E. Pappas, Councilman
AYES:	Nauert
NAYS:	Avioli Sr., Pappas, McLaughlan, Friedberg
ABSENT:	Nathan, Reed

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

Motion to Postpone:

To defer or postpone any action on agenda item G. 3. c. until such time as the full City Council was present.

(Requested by Michelle Jordan, Parks, Recreation and Facilities)

RESULT:	TABLED [UNANIMOUS]
MOVER:	Philip L. Nauert, Mayor
SECONDER:	Pat B. McLaughlan, Councilman
AYES:	Nauert, Avioli Sr., Pappas, McLaughlan, Friedberg
ABSENT:	Nathan, Reed

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

Items for future agendas included requests from Councilman Pat B. McLaughlan and Councilman Andrew S. Friedberg. Councilman McLaughlan asked for an agenda item that would give City Council the ability to discuss and take action on the proposed Texas

Minutes Acceptance: Minutes of May 18, 2015 6:00 PM (Minutes dated May 18, 2015:)

Department of Transportation (TxDOT) modification of the 610 Loop. Councilman Friedberg requested an agenda item at or prior to the meeting at which the contract for Phase One of Evelyn's Park appeared on the City Council agenda for a vote to amend the Development and Operating Agreement with the Evelyn's Park Conservancy Board concerning the City's annual maintenance obligation.

Expressions of thanks and appreciation were given by Councilman Gus E. Pappas and Mayor Philip L. Nauert to Councilmen Avioli and Friedberg for their vote on the postponement of the contract on Phase One of Evelyn's Park. Councilman Pappas and Mayor Nauert stated that they understood and appreciated the positions and concerns of Councilmen Avioli and Friedberg on behalf of the City and citizens.

I. Adjourn.

Motion:

To adjourn the Regular Session of the City Council of the City of Bellaire, Texas, at 10:51 p.m. on Monday, May 18, 2015.

RESULT:	UNANIMOUS
MOVER:	Pat B. McLaughlan, Councilman
SECONDER:	Gus E. Pappas, Councilman
AYES:	Nauert, Avioli Sr., Pappas, McLaughlan, Friedberg
ABSENT:	Nathan, Reed

Mayor and Council

7008 S. Rice Avenue
Bellaire, TX 77401



Meeting: 06/01/15 06:00 PM
Department: City Manager
Category: Report
Department Head: Paul A. Hofmann
DOC ID: 1594

**SCHEDULED
ACTION ITEM (ID # 1594)**

Item Title:

Presentation of the City Manager's Report dated June 1, 2015, consisting of a briefing on the City of Bellaire Response to the May 25/26 Storm.

Background/Summary:

City Manager Paul A. Hofmann will present the City Manager's Report dated June 1, 2015, to members of City Council. The report will include a briefing on the City of Bellaire's response to the May 25/26 storm.

Previous Council Action Summary:

N/A

Fiscal Impact:

N/A

Recommendation:

City Manager Paul A. Hofmann recommends acceptance of the City Manager's Report dated June 1, 2015, into the record.

Mayor and Council

7008 S. Rice Avenue
Bellaire, TX 77401



Meeting: 06/01/15 06:00 PM
Department: Development Services
Category: Presentation
Department Head: John McDonald
DOC ID: 1596

**SCHEDULED
ACTION ITEM (ID # 1596)**

Item Title:

Presentation of a proposed Comprehensive Plan Update.

Background/Summary:

The Planning and Zoning Commission has been working with the Development Services Department and Gary Mitchell of Kendig Keast Collaborative since the fall of last year on a five year update to the 2009 Comprehensive Plan. The purpose of this review is to identify accomplishments and information that is out of date/no longer relevant, update facts and figures, and address any new/emerging issues. Additionally, the Parks Master Plan is proposed for inclusion as an appendix.

The Commission held their public hearing on the proposed update at their May 12, 2015, regular meeting and our scheduled to vote on a recommendation to Council on June 9. The Director of Development Services will present an update on the discussion and proposed changes currently under consideration by the Commission.

This item is tentatively scheduled for a public hearing before Council on July 6.

Previous Council Action Summary:

None

Fiscal Impact:

None at this time

Recommendation:

Receive presentation and provided feedback as appropriate.

Mayor and Council

7008 S. Rice Avenue
Bellaire, TX 77401



Meeting: 06/01/15 06:00 PM
Department: Parks, Recreation and
Facilities
Category: Presentation
Department Head: Karl Miller
DOC ID: 1465

**SCHEDULED
ACTION ITEM (ID # 1465)**

Item Title:

Presentation of a proposed Parks Master Plan Update (Appendix A to the proposed Comprehensive Plan Update).

Background/Summary:

The Parks Master Plan has two major purposes: To provide the City and its citizens with a map and direction for future parkland improvements, acquisition and development and to serve as a vehicle to approach other organizations, governmental agencies and the private sector for financial assistance with park development. While the Bellaire Comprehensive Plan addresses a number of issues related to Bellaire parks, it is not designed to go into the depth and detail as the Parks Master Plan. The last Park Master Plan was for the years 2002 - 2012 and while there have been updates to the Plan and a significant portion of the Plan was realized, it became time to do a complete review of the park system and create a new Parks Master Plan for the next ten years (2015 - 2025). Parks and Recreation Staff and the Parks Advisory Board were tasked by City Council to undertake the preparation of a new Parks Master Plan.

In 2012, the Bellaire Parks and Recreation Advisory Board began developing a ten year comprehensive Parks Master Plan. The Board chose in conjunction with Parks and Recreation Department staff to develop the plan internally.

The Plan identifies the current needs of Bellaire citizens as measured through surveys, individual interviews and focus group meetings. To address the future needs of Bellaire citizens the Parks Board looked at a number of trends and variables which will impact the future of the City. These external factors include changing demographics, continuing redevelopment of residential property and the economic environment which the City must operate. The Parks Master Plan includes a complete review and evaluation of all existing parks and recreation facilities in Bellaire. Based on this analysis the Plan proposes a number of enhancements and improvements to existing parks and park facilities and recommends the addition of a few parks, and play fields to meet the current and future needs of Bellaire citizens. The Plan identifies funding priorities, makes suggestions for possible alternative funding sources and establishes implementation time lines.

This Park Plan addresses citizen needs, but at the same time recognizes fiscal realities. While the Plan calls for additional expenditures for parks, these additional expenditures are consistent with the City's changing demographics and can be accomplished within the Plan's ten year period and are achievable. The Plan addresses the citizens requests for additional and enhanced park services, enhanced levels of maintenance, upgrading of existing facilities and equipment and addition of parkland in areas of the City where identified. Through the implementation of this Plan, the City's park infrastructure will be balanced with park land, recreational facilities and open spaces, sufficient to serve the current and future needs of the citizens of Bellaire. At the same time, the Plan is intended to preserve and enhance the unique and aesthetic natural assets of Bellaire.

Action Item (ID # 1465)

Meeting of June 1, 2015

ATTACHMENTS:

- Bellaire Parks Master Plan Final Draft (PDF)



CITY OF BELLAIRE PARKS MASTER PLAN

2015 - 2025



Mayor and City Council Members

Phil Nauert, Mayor
 Mandy Nathan, Mayor Pro-tem
 Roman Reed
 Jim Avioli
 Gus Pappas
 Andrew Friedberg
 Pat McLaughlan

City Manager

Paul A. Hofmann

Parks and Recreation Advisory Board:

Jim Broadwell, Chair
 Paula May
 Gay Mayeux
 Susan Hawes
 Neil Verma
 Julie McNee
 Todd Blitzer
 Jeff Addicks, Past Chair '14
 Alissa Leightman, Past Board Member
 Kim Padgett, Past Board Member

Parks and Recreation:

Karl Miller, Parks, Recreation and Facilities Director
 Jane Dembski, Past Parks & Recreation Director
 Cheryl Bright-West, Assistant Director

CITY OF BELLAIRE

PARKS MASTER PLAN

2015 - 2025





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13. Appendix

 A. History of Parks

 B. Survey Results

 C. Focus Group Results

 D. Matrix of Future Park Improvements



EXECUTIVE SUMMARY

The City of Bellaire is a historic community, established in 1908, nestled in the heart of Houston that has managed to maintain a strong sense of individual character and identity amidst the fast pace of the fourth largest city in the United States. In 1949, the City of Houston annexed a 400 foot strip around the existing land of Bellaire, thus land locking the City of Bellaire to approximately 3.1 square miles.

PURPOSES

This Master Plan has two major purposes: To provide the City and its citizens with a map and direction for future parkland improvements, acquisition and development and to serve as a vehicle to approach other organizations, governmental agencies and the private sector for financial assistance with park development. While the Bellaire Comprehensive Plan Update adopted in 2009, addresses a number of issues related to Bellaire parks, it is not designed to go into the depth and detail as the Parks Master Plan. The last Park Master Plan was for the years 2002 - 2012 and while there have been updates to the Plan and most of the Plan was realized, it became time to do a complete review of the park system and create a new Parks Master Plan for the next ten years (2015 - 2025). Parks and Recreation Staff and the Parks Advisory Board have been tasked by City Council to undertake the preparation of a new Parks Master Plan.

PLANNING

In 2012, the Bellaire Parks and Recreation Advisory Board began developing a ten year comprehensive Parks Master Plan. The Board chose in conjunction with Parks and Recreation Department staff to develop the plan internally.

SURVEY

The Plan identifies the current needs of Bellaire citizens as measured through surveys, individual interviews and focus group meetings. To address the future needs of Bellaire citizens the Parks Board looked at a number of trends and forces within and outside of the City which will impact our future. These external factors include changing demographics, continuing redevelopment of residential property and the economic environment within, which the City must operate.

DEMOGRAPHICS

Bellaire has experienced a growth and change in its demographics over the past ten years. The 2010 Census shows a total population of 16,855 residents. In 2009 approximately 20% of residences had been redeveloped at the time the Comprehensive Plan Update was adopted; in 2015 that percentage has surpassed 60%. New homes tend to be larger than the houses they replace leaving residents with smaller yards. Bellaire households, many with children living at home, are thus left with greater lot coverage and smaller yards. This tends to increase the demand for public green spaces, play fields and other City amenities. Bellaire currently falls below the national ratio of residents to acres of parkland as identified by the National Parks and Recreation Association (NPRA). Further demographic information is available in the Comprehensive Plan.

PARK REVIEWS

The Master Plan includes a complete review and evaluation of all existing parks and recreation facilities in Bellaire. Based on this analysis the Plan proposes a number of enhancements and improvements to existing parks and park facilities and recommends the addition of a few parks, and playfields to meet the current and future needs of Bellaire citizens. The Plan identifies funding priorities, makes suggestions for possible alternative funding sources and establishes implementation timelines.



EXECUTIVE SUMMARY *continued*

FISCAL OUTLOOK

This Park Plan addresses citizen needs, but at the same time recognizes fiscal realities. While the Plan calls for additional expenditures for parks, these additional expenditures are consistent with the City's changing demographics and can be accomplished within the Plan's ten year period and are achievable. The Plan addresses the citizens' requests for additional and enhanced park services, enhanced levels of maintenance, upgrading of existing facilities and equipment and addition of parkland in areas of the City where identified.

Through the implementation of this Plan, the City's park infrastructure will be balanced with park land, recreational facilities and open spaces, sufficient to serve the current and future needs of the citizens of Bellaire. At the same time, the Plan is intended to preserve and enhance the unique and aesthetic natural assets of Bellaire.



INTRODUCTION

The City of Bellaire Parks Master Plan (Plan) is intended to serve as a guide to the City of Bellaire in making decisions related to parks, recreation and open space. It will assist in the implementation of those decisions and in setting guidelines for future park and open space development. These plans are feasible for Bellaire and consistent with the desires of the citizens.

The following pages contain guiding principles and objectives for the City's park and open space system, the methodology used to develop the Master Plan, an inventory of existing facilities which make up the local park network, an analysis and list of local needs, and an implementation program to meet the Master Plan's objectives.

Thank you to the following persons and groups for their participation in the development of this Plan:

Citizens of Bellaire

Mayor Phil Nauert and City Council Members

Bellaire Parks and Recreation Advisory Board

Paul Hofmann, City Manager

Karl Miller, Parks, Recreation and Facilities Director

Cheryl Bright-West, Assistant Parks, Recreation and Facilities Director

Jane Dembski, Past Parks and Recreation Director

Bellaire Parks, Recreation and Facilities Staff

Clark Condon Associates – Design and Graphics

PARK PLANNING

This Plan is intended to address the City's current and future needs. Information on current needs was gathered through a citizen survey, interviews and focus group meetings. The Parks and Recreation Staff reviewed current trends within and outside of Bellaire, which will have a significant impact on the City's future. These environmental factors include:

Current Bellaire Population Trends: The total population in 1990 was 13,842 and increased in 2000 to 16,855. During the past decade and a half, participation in all City recreation programs and activities increased significantly. This is particularly true with the youth programs. There is an ever increasing number of young people participating in both Bellaire Parks and Recreation sponsored youth programs and City affiliated youth programs such as Bellaire Little League and Express Soccer.

Residential Redevelopment: Approximately 60% of the City's homes have been rebuilt to date. The rebuilding process slowed down somewhat during the economic downturn, but has picked back up since that time. As more people discover the convenience of living in a close-in suburb, and the numerous benefits of abandoning their lengthy commutes, the rebuilding trend will stay steady.

Economy: The economic climate from year to year will no doubt have some impact upon the City. Redevelopment of homes and new home construction will continue to respond to economic conditions. It is anticipated that the cost for providing City services will continue to rise at or near the rate of inflation. The cost to attract excellent candidates for employment through salary and benefits has increased significantly in order for Bellaire to be competitive. Health care costs have also risen significantly as well as technology.

Tax Base: Although Bellaire has enjoyed growth in its tax base over the past several years, such growth may begin to flatten out and stabilize as the number of homes available for redevelopment decreases. A long range plan must therefore consider how City commitments relate to the expected level of future tax revenues.



INTRODUCTION *continued*

Lot Coverage: As the City is rebuilt, relatively small 1940's and 1950's era homes are being replaced with two and two and one-half story homes, many covering a significantly larger percentage of the lot. As back yards have decreased in size, it increases the demand on the City's parks and green spaces and makes it imperative to provide enough park space.

The Impact of Parkland and Residential Property Values: Studies have shown that property values adjacent to a park are greater on average relative to similarly situated properties not located near a park. One such study found that properties in a one-block radius of a park were 10% higher in value. The relative additional value decreases to 5% for homes from 1-2 blocks away from the park, and a 0% for homes farther than 2 blocks away (*The Impact of Parks and Open Space on Property Values and the Property Tax Base*, by John L. Crompton, PhD).

Existing Parks: The ratio of existing Bellaire parkland (51 acres) to Bellaire's current population (17,849) equates to a 0.285 acres per 100 residents. The traditional national ratio is 1 acre per 100 people. Bellaire falls well below this ratio. As a practical matter, however, Bellaire will never be able to meet this ratio due to its landlocked status, as well as the limited availability and high price of undeveloped property within the City. Ideally, there should be a park within walking distance (1/4 mile) from every Bellaire citizen's home. In order to provide this level of park access, the City would need to add approximately 7 more acres of parkland.

The Parks Master Plan balances the needs of Bellaire citizens with the realities of the City's landlocked status and the probable limits of the City's tax base and other forms of financing. While it calls for certain additions and enhancements, the Plans Guiding Principles and Objectives are certainly feasible within the planned ten year period and within the long term financial constraints the City faces. The Plan addresses the citizens' identified needs for additional and enhanced services, provides for necessary maintenance and replacement of existing facilities and equipment, and calls for the addition of parkland in the identified areas with the most need.



INTRODUCTION *continued*

MISSION STATEMENT

To provide excellent services, programs, parks and facilities to enhance the health, safety, welfare and sense of community for the residents of Bellaire and visitors.

VISION

Through spirited service and a can-do attitude, the Bellaire Parks and Recreation and Facilities Department delivers enjoyable recreation and leisure opportunities to improve the health and well-being of the community through diverse recreational programming, park services and quality facilities.

CORE VALUES

Professionalism – Commitment to the extension of Parks & Recreation goals through

- Exceptional Customer Service
- Knowledgeable, well-trained staff
- Accountability
- Teamwork

Integrity – Commitment to provide programming, facilities and services that are

- Accessible
- Impartial
- Sincere

Quality - Commitment to excellence through

- Trend Setting
- Fun
- Diversity

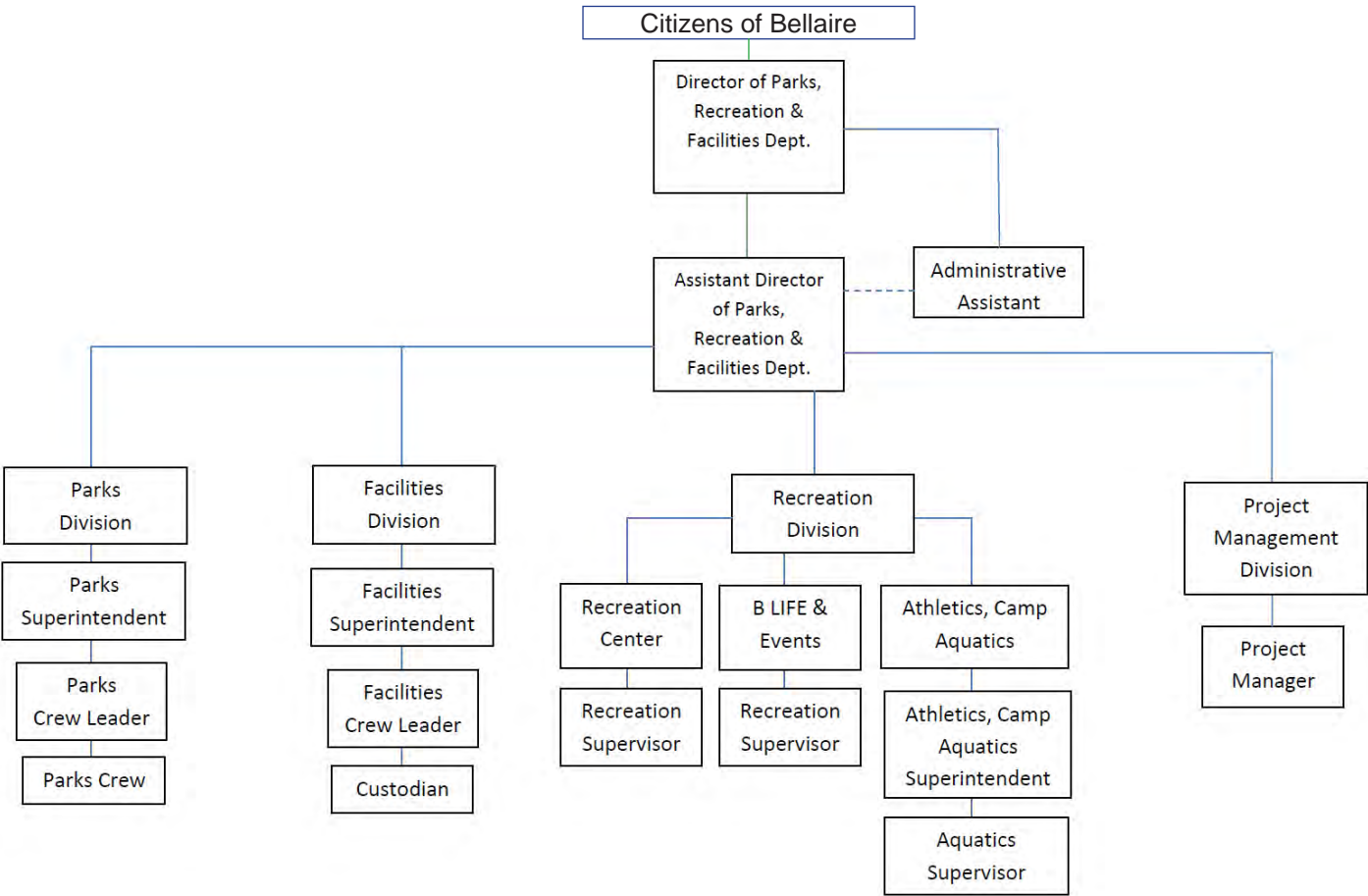
Safety – Commitment to provide programming, facilities and services with environments that are

- Safe
- Secure



INTRODUCTION *continued*

DEPARTMENT OF PARKS, RECREATION AND FACILITIES





GUIDING PRINCIPLES & OBJECTIVES

PRINCIPLE 1

Provide excellent park facilities and open space areas to meet present and future community needs.

Objectives:

- Utilize alternative sources of land such as school sites, existing street right of ways, utility easements, and joint city/county purchases or leases to reduce land acquisition costs.
- Investigate acquiring additional parkland, including flood-prone property, to meet identified deficiencies and demographic trends as available.

PRINCIPLE 2

Provide excellent recreational programs and services to meet present and future community needs.

Objectives:

- Look for innovative ways to engage the community in indoor and outdoor activities, fitness, and recreation through programming and/or the creation of unique recreation facilities.
- Establish procedures for regular evaluation of services and programs by users that encourage open communication and feedback from citizens.
- Periodically review recreational and demographic trends to assess needs.
- Maintain and expand the website and social media opportunities.
- Periodically review and update the Master Plan.

PRINCIPLE 3

Establish a network of pedestrian walkways, trails and bikeways throughout the City.

Objectives:

- Develop a trails and bikeway master plan.
- Connect major destinations.
- Design for recreational and purposeful trips.
- Utilize existing public and semi-public right of ways and utility easements.
- Develop collaborative partnerships with public and private organizations.

PRINCIPLE 4

Enhance the City's image and the quality of life in Bellaire.

Objectives:

- Continue landscaping and other beautification measures along key thoroughfares, right of ways, and other corridors.
- Continue sponsoring special events that promote a positive image of Bellaire.
- Encourage environmentally sensitive actions, such as recycling, and be proactive in the protection of nature areas.
- Promote a culturally rich environment by establishing and providing facilities for community arts and theater programs.
- Maintain the unique environments.
- Promote preservation of properties with historically significant sites.

PRINCIPLE 5

Maximize public/private partnerships to assist in all aspects of park and recreation planning and development.

Objectives:

- Continue seeking partnerships with local schools and businesses for use of property for park development.
- Seek alternative funding such as grants, foundations and private donations.
- Explore parkland dedication and/or funding by residential/commercial developers to accommodate increased demand on existing facilities.
- Continue to work collaboratively with Patrons for Bellaire Parks, the Nature Discovery Center, Evelyn's Park Conservancy, youth and community organizations.



METHODOLOGY

TIMELINE OF MASTER PARK PLAN PROCESS

- The Parks Advisory Board and staff are tasked each year to update the Parks Master Plan. The latest Parks Master Plan was for the period 2002 – 2012, with updates during that time and through 2014. That plan and previous plans have been a great guiding tool for the Parks and Recreation Department and for City Council for future planning and budgeting purposes. The Parks Board began the process in late 2012, to create a new plan for the next ten year period, 2015-2025.
- In Winter 2012, Parks & Recreation staff had several meetings to discuss needs and goals and to create a citizen survey.
- In Spring 2012, the Parks and Recreation Department ran the public survey on-line, in the Leisure Activities Guide and in person. This survey was used to validate and/or show new needs and desires of the residents. See the following Survey “Results at a Glance” - see complete survey results in Section 13: Appendix B.
- During 2013 and 2014, City Staff and Parks Board inventoried and evaluated existing facilities, parks, open spaces and recreational resources. The National Parks and Recreation Association’s National Standards and other City’s Master Plans were used as guidelines for planning.
- In June 2013, Parks Board and City Staff conducted a citizen forum with key leaders from various organizations and interested citizens. This forum provided valuable input for the future plans of the Parks and Recreation activities and facilities. See Appendix XI: C, for the Focus Group results.
- Winter of 2015, the Bellaire Park Board completed their review of the Master Plan.
- Spring of 2015, a public hearing was held and the Planning and Zoning Commission approved the Parks Master Plan as part of the City of Bellaire’s Comprehensive Plan.
- Spring of 2015, City Council accepted the Parks Master Plan.

BELLAIRE PARKS AND RECREATION SURVEY

In spring of 2012, the survey was conducted by Bellaire Parks & Recreation and the Bellaire Parks Advisory Board. The intent of the survey was to understand the parks and recreational needs of the community including the facilities, parks and programs. The survey was available on-line, in the spring issue of the Leisure Activities guide in the City’s water bill and at the Recreation Center. There were 333 surveys returned, but 301 that were usable for the data. The following are the results of four of the main questions asked. Full results, see: Section 13: Appendix B.



METHODOLOGY

SURVEY RESULTS AT-A- GLANCE

Top 10 Facility/Park needs of the City:

1. Fitness Trail
2. Trail miles/multi-use
3. Gardens (floral or produce)
4. Covered Pavilions
5. Playgrounds, equipment
6. Baseball fields
7. Nature Study area
8. Natural water features/structures
9. Meditation areas
10. Open Fields

Top 10 Facilities and Parks Used Most Often:

1. Bellaire Recreation Center
2. Bellaire Town Square Family Aquatic Center
3. Evergreen Park
4. Nature Discovery Center
5. Evergreen Pool
6. Newcastle Trail
7. Russ Pitman Park
8. Jessamine Field
9. Bellaire-Zindler Park
10. Feld Park

Possible Future Project in Priority Order:

1. Provide more trails
2. Spend more time/money developing and maintaining existing facilities
3. Spend more time/money beautifying the City
4. Develop more neighborhood parks
5. Acquire additional parkland for the City
6. Develop larger park facilities
7. Develop larger sports complexes for baseball, softball and soccer
8. Provide more lighted ball fields

Top Main Reasons for Visiting the Recreation Center:

1. Register for program or membership
2. Fitness Room
3. Children's Class/program
4. Attend an event
5. Adult class/program
6. Get specific questions answered
7. Attend a meeting
8. Jazzercise
9. Attend birthday party
10. Open gym



PARK CLASSIFICATION & STANDARDS

PARK CLASSIFICATIONS

The City's park classification system may be broken down into five (5) major categories. The park categories are as follows:

MINI PARK

A mini park is a small park, usually less than 2 acres, developed with passive or active features such as sidewalks, fountains, gazebos, benches and landscaping.

It serves the area within a 0.25 mile radius with primarily active recreational features. Facilities commonly found are playgrounds which may include swings, slides, climbing apparatus, spray pads, open turf areas and benches. Bellaire Parks: Joe Gaither, Locust, Ware Family and Vic Driscoll.

NEIGHBORHOOD PARK

A neighborhood park is a site of approximately 2 to 5 acres. It serves the area within a 0.5 mile radius with both active and passive recreational opportunities. Facilities that may be found in neighborhood parks include play apparatus, picnic areas, shelters, playing courts, open play, restrooms and historical attractions. Bellaire Parks: Feld, Lafayette and Mulberry.

COMMUNITY PARK

A community park is a site of approximately greater than 5 acres with a service area of 2 miles. Facilities that may be included in such a park are tennis courts, separate or multi-purpose sports fields, play apparatus, picnic areas, walking/jogging trails, swimming pools, open space, special event area and restrooms. Bellaire Parks: Bellaire-Zindler, Loftin, Evelyn's, Evergreen and Russ Pitman.

SCHOOL PARK / FIELD

Depending on circumstances, combining parks with school sites can fulfill the space requirements for other classes of parks, such as neighborhood, community, sports complex and special use. Bellaire Schools: Condit, Pin Oak, Horn and Mandarin.

TRAILS / PATHWAYS

Interconnection: Sidewalk, Trails, Bike Lanes

A **sidewalk** is a narrow pathway off of the road primarily used for walking. It is made of concrete (or other similar material) and is typically 4 feet wide.

A **trail** is a shared use pathway that is usually wider than a sidewalk that is appropriate for walkers, joggers, and in certain cases, bikes travelling at slower speeds. It is a minimum of six feet wide, with a preference for eight to ten feet if used as a two way directional path. It can be made of concrete, decomposed granite, or other similar materials. Examples include the Holly Street Trail and the Newcastle Trail.

A **nature trail** is usually found in an environmentally sensitive area often surrounded by fields, meadows, wetlands, ponds, or wooded areas. These type of trails have minimal improvements but should include areas that are accessible to all and meet ADA standards. These trails are usually passive in nature and often used for educational purposes. Example: Russ Pittman Park



PARK CLASSIFICATION & STANDARDS *continued*

A **bike route** is a designated street on which bicyclists are recommended to ride, sharing the road with motorized traffic for intra-neighborhood travel. Preferred streets with bike routes would be streets with a lower traffic count (or slower traffic) than other options. Suggested streets for main bike routes for east/west uses are Fournace and Evergreen versus Bellaire Boulevard and Bissonnet as they are higher traffic streets and for north south uses, S. Rice Avenue versus 610 Highway. The bike route should be marked with bike route signs and pavement markings, and if possible, protected from car traffic by road humps or posts. It is recommended that there not be on street parking in the bike route, if possible. Bike routes may also provide one direction traffic flow or two way directional traffic flows.



PARK CLASSIFICATION & STANDARDS *continued*

STANDARDS FOR PARK AMENITIES

Purpose: To standardize the various park site amenities to maintain the architectural aesthetics integrity of the parks.



Site amenities include, but not limited to:

1. Fencing
2. Benches
3. Picnic Tables
4. Trash Receptacles
5. Park Identification Signs
6. Restroom Facilities
7. Lighting
8. Playground Fall Surface
9. Shade Covers

1. Fencing: Type of fencing will be dictated by use of park. Fencing will be replaced with new standardized fencing when the current fence needs to be replaced.

Tube Steel/Aluminum fencing will be used around all pools and playground areas that are adjacent to parking lots and/or busy streets.

Tube Steel/Aluminum Standards:

Pools: Shall be minimum six feet high around perimeter of total pool area, be able to withstand harsh pool environment, heavy duty, prefer a coating that will not chip, black in color.

Current Fencing: Bellaire Family Aquatics Center, Evergreen Pool & Elaine Wood Therapy Pools have aluminum fencing around total perimeter. The Therapy Pool has a four foot interior fence on the north side of the pool, along with an interior entrance gate and a maintenance gate.

Playgrounds: Shall be minimum four feet high, heavy duty, prefer coating that will not chip, and entrance gates or extra fencing adjacent to the entrance to slow down anyone coming or going to the park.

Parks Include: Bellaire Town Square, Loftin, Evergreen, Evelyn's, Feld, Ware Family, Lafayette and Russ Pitman

Vinyl Coated Chain Link Standards:

Chain link fencing shall be used for parks with athletic fields or areas that need better security fencing. A minimum of six feet high, galvanized with minimum two inch diameter posts, entrance gate with latch and a maintenance gate where needed.

Parks & Schools that have chain link fencing include: Bellaire, Feld, Lafayette, Mulberry, Russ Pitman Parks; HISD schools maintain their fencing at these locations: Condit Elementary School, Horn Academy, Mandarin Chinese School, and Pin Oak Middle School.





PARK CLASSIFICATION & STANDARDS *continued*

Wood:

Wood fencing shall be used when the park is adjacent to a residential lot and it is agreed upon between the City and the resident neighbors. Opaque stain will be used to enhance the lifetime and look of the fence.

2. Benches: Type of benches will be dictated by type of park and suited for heavy public use. Benches will be replaced with new standardized benches when needed.

- Decorative/functional benches will be used in highly visible parks. If a bench is placed along a sidewalk or concrete path, the bench must inhibit use as a skate element.
- For smaller parks, vinyl coated benches may be considered.
- Colors, materials, and options will be site specific.



Art Benches will be included in parks that are approved by City Council. Specific placement will be approved by Parks, Recreation and Facilities Department.

3. Picnic Tables: Type of tables will be dictated by type of park, use, and location within park. Tables will be replaced as needed with new standardized tables.

- The preferred table is metal, family style. Alternative style will have galvanized bases and support structures.
- The intent is to match all amenities with similar architectural styles.
- The top materials, colors and options will be site specific.



4. Trash Receptacles: Type of receptacles will be dictated by type of park, visibility, and functionality. Trash receptacles will be replaced as needed with new standardized trash receptacles.

- The preferred material is metal in patterns to match other site amenities.
- The intent is to match all amenities with similar architectural styles.
- Side access for easy service and maintenance cleaning.



5. Park Identification Signs: Signage for parks will identify the park name and the City of Bellaire. The intent of the identification is for the park patron to know what park they are in and where. Signs will adhere to the overall city signage programs and standards. Additional street signage will be used for directional purposes. The materials used for both types of signage will be based on form, function and will blend with the architectural styling of the park and city. Identification signs will be replaced as needed with new standardized signs.

6. Restroom Facilities: Permanent restrooms shall be in the following parks: Bellaire Town Square, Evergreen, Evelyn's, Feld, Horn Field, Lafayette, Mulberry and Russ Pitman.



PARK CLASSIFICATION & STANDARDS *continued*

7. Lighting:

- Athletic Lighting: Sports field lighting with either concrete or steel poles and computerized controls
- Park Lighting Standard: Decorative lighting for ambiance and safety of users – turns off at a set time. Metal posts with a decorative light fixture are desired at all parks and shall compliment with other site amenities of each individual park.
- Security Lighting: Lighting that is on from dusk to dawn to allow areas to be visible from the street for security, especially for police officers to view inside the park. Specific plans will be approved by the Bellaire Police Department.

8. Playground Fall Surface: All playgrounds shall meet the standards from the Consumer Product Safety Commission (CPSC) Guidelines. Current fall surface is engineered wood fiber, which is fire resistant and doesn't splinter. Alternative surfacing would be poured in place rubberized material or artificial turf.



9. Shade Covers: Shade for the park and facility users has become a high priority when choosing where to visit and participate. Every effort will be made to include shade structures at the parks and pools. The structures shall coordinate and/or compliment with the site amenities.



KEY MAP TABLE

City of Bellaire- Park Key



* This map is not to scale.

- | | |
|-------------------------|----------------------------------|
| 1. Bellaire Town Square | 8. Lafayette Park |
| 1.A Zindler Park | 9. Locust Park |
| 1.B Loftin Park | 10. Mandarin Chinese School Park |
| 2. Condit School Field | 11. Mulberry Park |
| 3. Evelyn's Park | 12.Paseo Park |
| 4. Evergreen Park | 13. Pin Oak Field |
| 5. Feld Park | 14. Russ Pitman Park |
| 6. Joe Gaither Park | 15. Vic Driscoll Park |
| 7. Horn School Field | 16. Ware Family Park |



Mini Park



Neighborhood Park



Trails / Green Space



HISD School Park/Field



Community Park



PARK DESCRIPTIONS, INVENTORY & NEEDS ASSESSMENTS

BELLAIRE TOWN SQUARE: BELLAIRE ZINDLER PARK



Bellaire Zindler Park encompasses a city block anchored by a campus of City buildings: City Hall/Civic Center, Recreation Center, Bellaire Family Aquatics Center and Police Department and Loftin Park. A park area connecting the facilities features two tennis courts, a Little League baseball field, and a handball/racquetball court. Nestled close to mature oaks and numerous plantings is the Multipurpose Great Lawn with a gazebo, donor wall plaza, entertainment pavilion, lighted 6-8 foot sidewalk system, benches, and picnic tables.

The Recreation Center is the hub of the park activities, housing programs such as youth and adult basketball leagues, Camp Paseo summer camp, specialty camps, aerobic/fitness classes, music and dance classes and many more. The Recreation Center features staff offices, a gymnasium, four multi-purpose rooms, a fitness room, a stage, a kitchen and locker rooms.

The City Hall / Civic Center includes an auditorium and meeting rooms used for a variety of activities including: City Administrative offices, city meetings, exercise classes, special events like the popular Daddy-Daughter Dance and BLIFE special luncheons and programs; and rentals.

The heart of summer activities is Bellaire Family Aquatics Center, which opened in 2008. Pools are used by residents and non-residents alike, summer campers, day care centers, churches, party rentals as well as City programs: Swim team, water exercise classes, scuba classes and swim lessons.



PARK DESCRIPTIONS, INVENTORY & NEEDS ASSESSMENTS *continued*

Bellaire Town Square is well-known in the community as the Flagship Park that is the host site for various special events, such as: 4th of July Festival, Bellaire Trolley Run, Holiday-in-the-Park and Tents in Town.

Park Recreation Inventory:

- Bellaire Recreation Center
- Bellaire Family Aquatic Center
- Civic Center: Auditorium, meeting room and Senior Services area for BLIFE
- Gazebo with Donor Plaza Area
- Multi-purpose Great Lawn with entertainment pavilion
- Little League Field – lighted with concession stand and batting cage
- 6 – 8 foot sidewalk system
- Benches, picnic tables and trash receptacles
- Decorative lighting

Needs Assessment:

- Implement Municipal Facilities Plan which includes park improvements
- Upgrade ball field poles and lights
- Upgrade tennis court poles and lights
- Add tall netting system to right field at Jessamine Field
- South deck improvements to Bellaire Family Aquatic Center (BFAC) - concrete
- North deck improvements to BFAC – wood deck
- Replace water play features
- Add cabanas and more shade structures to BFAC
- Park sign





PARK DESCRIPTIONS, INVENTORY & NEEDS ASSESSMENTS *continued*

BELLAIRE TOWN SQUARE: LOFTIN PARK



Loftin Park consists of twelve previously owned residential lots abutting the old Laurel Street right-of-way on the north side of the Aquatics Center, between Fifth Street and South Rice Avenue. The park begins at the point of the intersection of the north parking lot at the Recreation Center and Fifth Street on the west and ends at the point of intersection of the north parking lot at City Hall and South Rice Avenue on the east, and includes approximately a 10-foot strip that is contiguous to the south boundary line of the residential lots. There is a 25-foot ROW running south to north between two residential homes on Linden Street from Loftin Park, 300 feet from Fifth Street.

Park Inventory:

- Playground equipment – separate area for under 7 and separate area for 7 and up
- Fitness equipment – integrated within the playground equipment – 5 pieces
- Picnic tables
- Benches
- Trash receptacles
- BBQ pits
- Memorial trees
- 6 foot winding sidewalk
- Decorative lighting
- Park dedication plaque

Needs Assessment:

- Irrigation
- Shade structure over playground equipment
- Perimeter fencing on west side of park near playground
- Entry arch to playground
- Park signage



PARK DESCRIPTIONS, INVENTORY & NEEDS ASSESSMENTS *continued*

EVELYN’S PARK



Evelyn’s Park is the City’s newest park. The park is located on the east side of the City of Bellaire, on the north side of Bellaire Boulevard, between Newcastle and Mulberry Streets. There is approximately 5 acres with a variety of trees dispersed around the park: live oaks, pecan, palms and maples had been planted by the past owners, Teas Nursery. The park will be developed in two phases.

Park Inventory:

Original Teas Family resident house, later used for office space for the nursery – and future use as a snack shack
Long brick/wood office building to be demolished before construction
Open air shed

Needs Assessment:

Implementation of the Master Site Plan

Phase 1: 2015 - 2016

- Front entry plaza
- A community great lawn
- Café
- Special events building with an events garden and covered pavilion
- Two parking lots
- Children’s play garden and structures
- A meditation garden
- Promenade
- A reforestation buffer zone
- Public restrooms
- Maintenance yard and right of way improvements
- Administration offices

Phase 2: Start date to be determined later

- An open “travillion” structure
- A stream garden
- A lake
- A community building
- Butterfly garden
- Lakeside pavilion



Attachment: Bellaire Parks Master Plan Final Draft (1465 : Proposed Parks Master Plan Update (Appendix A to the Proposed Comprehensive



PARK DESCRIPTIONS, INVENTORY & NEEDS ASSESSMENTS *continued*

EVERGREEN PARK



Evergreen Park has been a favorite park to both residents and non-residents alike. It has an environment of a safe, fun, playful park for children of all ages and adults. As a result of older homes in the Southdale area in Bellaire being replaced with newer and bigger homes occupied by families with children and with the consistent attention to the upkeep of the park amenities, the “park around the corner” is in constant use on a daily basis by park visitors. The swimming pool attracts all ages due to the well-established programming and the close proximity to the residents. All age groups convene at the park as a focal point and meeting ground. It would be hard to identify a comparable small facility that serves the local community as does Evergreen Park.



Park Inventory:

- Playground equipment
- Picnic tables
- Benches
- Trash receptacles
- BBQ pits
- Memorial trees
- Pool
- Therapy pool
- Open space

Needs Assessment:

- Site Master Plan
- Improvements may need to be completed in phases depending on future funding. Improvements may include a re-constructed or new swimming pool, playground equipment, picnic pavilion, walk way system and site amenities.





PARK DESCRIPTIONS, INVENTORY & NEEDS ASSESSMENTS *continued*

FELD PARK



Feld Park located adjacent to Mandarin Chinese Elementary School, Feld Park contains a variety of facilities serving residents of all ages. The parking area is shared by the elementary school and those utilizing the park.

The lighted ball field serves as a soccer field for the fall and spring youth soccer leagues sponsored by the City and Express Soccer and a softball field for the adult softball leagues sponsored by the Bellaire Optimist Club. The playground area has equipment for all ages, benches and shaded by many trees. Also available are two lighted tennis courts that lie at the back of the park behind the ball field. The courts were reconstructed in 1997.

Park Inventory:

- Shaded playground
- Playground equipment: combination swing, slide and climber set
- Picnic tables
- Benches
- Lighted ball field for both adult softball and youth soccer
- Drinking fountain
- Restroom/storage
- Two lighted tennis courts
- Parking area for 70 spaces
- Trash receptacles

Needs Assessment:

- Parking lot resurfacing
- Continuation of the perimeter fencing
- Replace tennis court fence
- Replace tennis court lights
- Field and irrigation rehabilitation
- Replace ball field fencing on the north, east and west sides
- Sidewalk system replacement
- Park lighting
- Replace park sign with standard park sign
- Replace playground equipment
- Shade tolerant grass or ground covering
- Park irrigation
- Park master plan



PARK DESCRIPTIONS, INVENTORY & NEEDS ASSESSMENTS *continued*

JOE GAITHER PARK



Joe Gaither Park is a corner lot located on the north side of the City, at the SW corner of Mayfair and Anderson streets, west of the 610 Loop. This park consists of a swing set and playground equipment for children 5-12 years of age situated at the back half of the site. The front half of the site is open space, ideal for playing games. A split rail fence borders the part on the north and east sides. The park has a variety of trees, including pines, magnolia, elms and crepe myrtles.

Field Inventory:

- Multi-use play structure
- Swing Set
- Two Benches
- Trash receptacles

Needs Assessment:

- Replace playground equipment and fall surface
- Replace fence with new standard fence
- Shade structure over playground equipment
- Replace sign with standard park sign





PARK DESCRIPTIONS, INVENTORY & NEEDS ASSESSMENTS *continued*

HOUSTON HILLS PARK



Houston Hills Park consists of 75 acres of undeveloped parkland located on Ruffino Road in Houston, Texas. The parkland was previously used as a landfill and as a golf course but since 1988 has been allowed to transform back to a natural state. An analysis and evaluation of possible appropriate usages of the land should be completed to determine future of land usage.



PARK DESCRIPTIONS, INVENTORY & NEEDS ASSESSMENTS *continued*

HORN ELEMENTARY SCHOOL FIELD



Horn Field Elementary School complex sits between the 4500 blocks of Pine and Holly Streets and is bordered on the west side by Avenue B. The fields are located north of the school and consist of two youth baseball fields, one T-ball field with open space between them, 2 batting cages and a concession/restroom facility. Electricity is provided by the City of Bellaire. The Bellaire Little League Organization maintains the fields as part of the agreement with the city.

Park Inventory:

- Two lighted youth baseball fields with fence, covered dugouts, water fountain and bleachers
- One lighted t-ball field with dugouts
- Restroom/concession facility
- Two batting cages
- Covered hardtop
- Children's playground equipment
- Benches
- Trash receptacles

Needs Assessment:

- Field signage
- No other improvements recommended at this time





PARK DESCRIPTIONS, INVENTORY & NEEDS ASSESSMENTS *continued*

LAFAYETTE PARK



Lafayette Park is located in the extreme southeastern corner of the City, this park consists of play area and a long, narrow open space, separated by a 7' high brick wall. The open space area in question is the section of the park that runs from Baldwin to the railroad track. It currently has one swing set installed at the west end near Baldwin and one small soccer field. It is bordered by the Public Works driveway on the south and fence on the residential border on the north. The park is bounded by Edith Street on the south, Lafayette Street on the north, Baldwin Avenue on the west and residences along the northeast side of the site. Play opportunities exist for all ages with a variety of brightly colored equipment. An arbor serves to shade benches and picnic tables adjacent to the play equipment. The park has a variety of trees which include pines, water oaks, red oaks and elms. On-site parking for 15 cars is shared with the Public Works Department, located adjacent to the park.



Park Inventory:

- Two Play Structures
- Two sets of swings: Toddler (2) and regular (2)
- Youth soccer fields – ages 5-7
- Officer Lucy Dog Park
- Picnic tables
- Benches
- Trash receptacles
- Temporary restroom (seasonal)

Needs Assessment:

- Replace playground equipment
- Replace fence, and extend fencing to approved areas, with new standard fence
- Re-grade youth soccer field and improve irrigation
- Improve drainage at Officer Lucy Dog Park
- Add site amenities to park
- Replace park sign with standard park sign
- Restrooms
- Dog park amenities
- Sign
- Improved landscaping



PARK DESCRIPTIONS, INVENTORY & NEEDS ASSESSMENTS *continued*

LOCUST PARK



Locust Park is a small linear shaded park at the end of two streets adjoining the back of a multistory office building located on the access road to Highway 610. Locust Street and Park Street dead end at Locust Park. This is considered a pocket park, providing the community with quiet green space. It is lined on both sides with pecan trees, creating a shaded tree archway.

Park Inventory:

- Picnic tables
- Benches
- Trash receptacles

Needs Assessment:

- Landscape improvements at the end of the cul-de-sac of Locust Street
- Replace park sign with standard park sign





PARK DESCRIPTIONS, INVENTORY & NEEDS ASSESSMENTS *continued*

MULBERRY PARK



Mulberry Park is carved out of a quiet neighborhood on the eastern boundary of Bellaire. Mulberry Park serves residents with picnicking, tennis, youth baseball/softball, and play opportunities for younger children. A driveway segregates the picnic area from the rest of the site, with parking provided on an NRG easement at the back of the park. Approximately one half of the site is shaded with elm, pine and live oaks, while the remainder is utilized for tennis and sports fields.

Park Inventory:

- Play area – includes swing set
- Tennis courts – 3 lighted
- Sports Field – lighted and irrigated for youth baseball and girls softball
- Parking area with 57 spaces
- Portable restroom facility
- Picnic tables
- Benches
- Expanded parking
- Trash receptacles

Needs Assessment:

- Upgrade tennis court lights
- Replace tennis fence
- Replace playground equipment
- Shade cover over playground equipment
- Upgrade ball field poles and system
- Replace park sign with standard park sign
- Restroom





PARK DESCRIPTIONS, INVENTORY & NEEDS ASSESSMENTS *continued*

PASEO PARK



Paseo Park consists of a wide, beautifully landscaped boulevard median, lined with mature live oak trees with various improvements, including: pedestrian lighting, an attractive system of winding, 10-foot sidewalks, and a historical trolley exhibit. Second and Third Streets divide the park into three sections, with the two areas between Second and First Streets having extensive landscaping for a more naturalized appearance. Bellaire's first Official Texas Historical Marker, installed and dedicated in 1989, is located in Paseo Park on Second Street. An additional historical marker was dedicated in 1993, and is located near the trolley car.

Park Inventory:

- Historical trolley donated by the Bellaire Historical Society
- Bellaire Veteran Memorials with surrounding engraved bricks
- Memorial trees, plantings and plaques
- Lighted sidewalk from South Rice Avenue to First Street
- Two Official Texas Historical Markers
- Bellaire historical trail marker
- Irrigation
- Benches
- Town center clock donated by Rotary Club of Bellaire/Southwest Houston
- Two time capsules
- "Medsu" art bench
- Art piece
- Trash receptacles

Needs Assessment:

- Implement Parks Master Plan
- Sidewalk refurbishment
- Water fountain
- Dog waste receptacles and dog water fountain
- Replace park sign with standard park sign
- Landscape improvements





PARK DESCRIPTIONS, INVENTORY & NEEDS ASSESSMENTS *continued*

- Remove non-native trees and plants



PIN OAK FIELD

Pin Oak Field: The Pin Oak Middle School complex sits on eighteen acres at the corner of 610 Loop and Glenmont Street, which is the northern-most area of Bellaire. The school itself is located on the east side of the property, with the athletic fields located on seven acres on the west side. The City of Bellaire has a license agreement with HISD to use the seven acres of field space.

Field Inventory:

- Two full-sized Little League baseball fields with backstops, dugouts, two batting cages, lights and fencing.
- One lighted, full-sized soccer/football field including goals.
- Three hard top tennis courts with six basketball goals on the courts
- A granite/gravel trail completely surrounds the playing fields and tennis courts.

Needs Assessment:

- Field signage
- Additional future improvements will be made in collaboration with HISD



PARK DESCRIPTIONS, INVENTORY & NEEDS ASSESSMENTS *continued*

RUSS PITMAN PARK

Russ Pitman Park is well-lighted and has many large old pecan and oak trees, fruit trees and native plants. There is an open area for recreational sports, a children's play area, as well as picnic sites. There are two parking areas on the property, one on the south end with 20 spaces and the other on the north with 19 parking spaces. The Park is used by children and families for picnics and birthday parties. Schools and churches in the area have planned gatherings. The Nature Discovery Center holds classes for adults and children, bird walks and nature studies. Several special events are held each year by the Friends of the Nature Discovery Center.

Park Inventory:

- Henshaw House - Nature Discovery Center
- Three pavilions
- Kiosk
- Aviary
- Herb garden
- Bog
- Wildflower garden
- Nature Trail
- East Texas Woodland area
- Prairie Wetland area
- Pocket Prairie area
- Thrush Hollow area
- Russ Pitman bas relief monument
- Storage shed
- Fountain and fish pond
- Playground equipment
- Picnic tables
- Benches
- Trash receptacles

Needs Assessment:

- Implement Gateway Project Plan: Replace driveway and other hardscapes, enhance parking areas, replace work shed and storage building, add outdoor restroom and hand washing station, improve trails and unsafe surfaces, update live animal and outdoor educational space and landscaping.
- Replace old fencing with standard fencing
- Replace park sign with standard park sign
- Complete a Master Site Plan





PARK DESCRIPTIONS, INVENTORY & NEEDS ASSESSMENTS *continued*

VIC DRISCOLL PARK



Vic Driscoll Park is a linear green space that has two drainage ditches on the North and South sides respectively. The Park is bordered by Avenue B on the west, residences on the north and south sides and a townhome complex on the east side.

Park Inventory:

- Park sign
- Park dedication plaque
- Sidewalk
- Benches
- Trash receptacles

Needs Assessment:

- Replace park sign with standard sign on west side and add a sign to the east side
- Replace wood fence poles with standard fence
- Create landscaped entrance area on the east side
- Pathway low lighting



PARK DESCRIPTIONS, INVENTORY & NEEDS ASSESSMENTS *continued*

WARE FAMILY PARK



Ware Family Park is a long, narrow site punctuated by mature water oaks and ash trees. A high bamboo hedge provides a visual barrier from the freeway, while several pieces of play equipment provide opportunities for children of all ages. The picnic tables are utilized by local employees for lunch retreats. The play equipment is located primarily on the southern half of the site, while the northern half allows for open play activities such as Frisbee, etc.

Park Inventory:

- Playground equipment
- Two sets of swings - 4 Toddlers and 4 regular
- Picnic tables
- Benches
- 4-foot black decorative metal fence
- Sidewalk outside fence
- Irrigation system
- Trash receptacles

Needs Assessment:

- Replace park sign with standard park sign
- Replace playground equipment
- Shade cover for playground equipment
- Small picnic pavilion
- Replace site amenities with standard amenities
- Extend perimeter fencing





CITY OF BELLAIRE PARKS AMENITIES / INVENTORY

	Acres	Auditorium/Meeting Rm	Basketball Court	BBQ Pit	Dog Park	Fitness Room	Gazebo	Gymnasium	Improved Surface Trail	Natural Surface Trail	Adult Softball Field	Little League Baseball Field	Soccer/Football Field	Tennis Court	Youth Soccer Field	Youth Softball Field	Nature Trail	Neighborhood Pool	Open Green Space	Pavilion	Picnic Shelter	Picnic Tables/Areas	Playground Area	Senior Activity Center
Bellaire Town Square 7008 S. Rice	7.5	X		X		X	X	X	X			X		X				X	X			X	X	
Bellaire-Zindler Park				X			X					X		X					X	X				
Loftin Park				X					X										X			X	X	
Bellaire Rec. Center		X	X			X		X																
Bellaire Civic Center		X																						X
Family Aquatics Center		X																X						
Evelyn's Park 4400 A Bellaire Blvd	4.9								To be developed 2015-2016															
Evergreen Park 4500 Evergreen	2.1			X														X	X			X	X	
Feld Park 6406 Avenue B	4.7										X			X	X				X			X	X	
Joe Gaither Park 4901 Anderson	0.2																		X				X	
Horn Field 4535 Pine	3.1											X												
Lafayette Park 4337 Lafayette	1.5				X										X				X		X	X	X	
Locust Park 4600 Locust	0.7																		X			X		
Mulberry Park 700 Mulberry	2.5													X		X			X		X	X	X	
Paseo Park 4800-5000 Bellaire Blvd	6.6								X										X					
Ware Family Park 6200 Jacquet	0.5																		X			X	X	
Russ Pitman Park 7112 Newcastle	4.1			X					X								X		X		X	X	X	
Vic Driscoll Park 4500 Locust St.	0.9								X										X					
Pin Oak Field 5801 West Loop South	7		X							X		X	X						X					
Houston Hills Park 9720 Ruffino Rd.	75								Undeveloped															

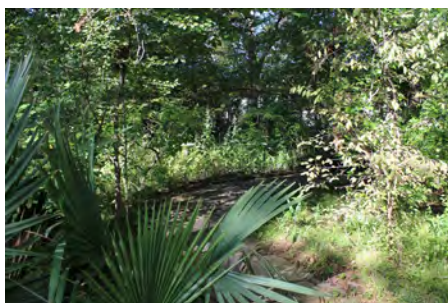
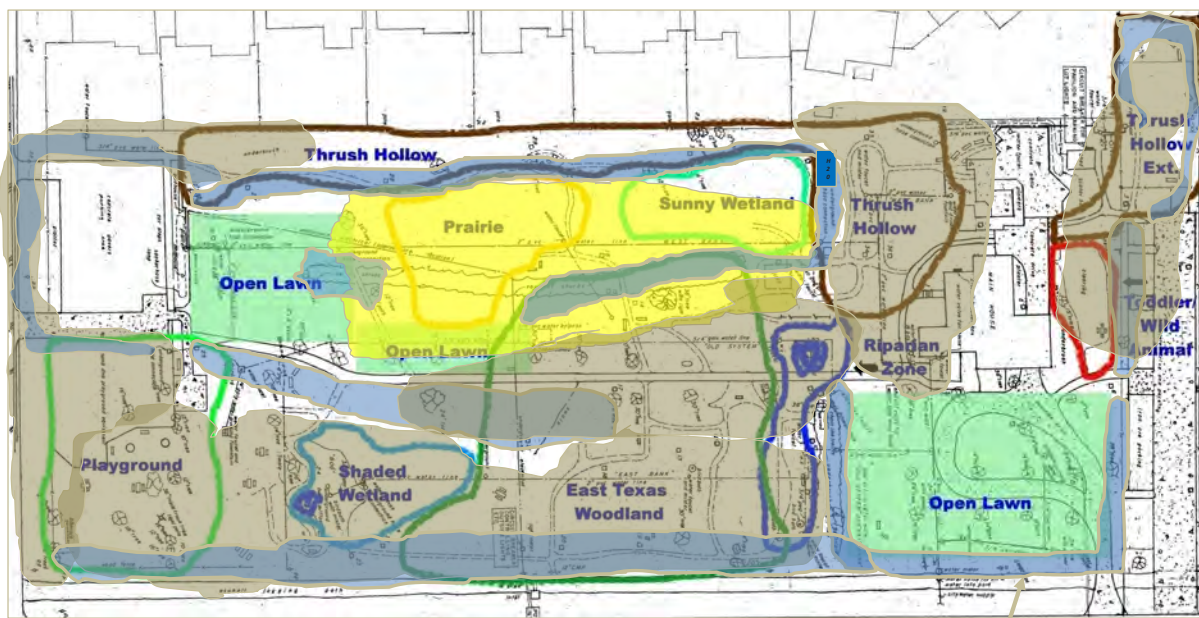


PATHWAYS

EXISTING PATHWAYS

The City of Bellaire has a sampling of recreational and transportation pathways, but no planned system to connect them. Most popular are Newcastle Trail, a concrete, shared-use trail popular with dog walkers, cyclists, stroller-pushers and roller skaters. Holly Street Trail has a crushed granite gravel trail on the esplanade both on the south and north sides and highly used by walkers and joggers. Vic Driscoll Park has a sidewalk through the middle of this linear park that serves as a connector between Newcastle Trail and Avenue B.

A unique walking trail is the City's Centennial History Walk Tour, found in Russ Pittman Park, leads walkers through areas of Bellaire that are of historical interest. The walking tour was designed to enrich the community through recognition of how the city has grown over the last 100 years. There are ten Bellaire Centennial Historical Markers and four Texas Historical Markers on the tour. (See Section 12: Maps and Illustrations)



Russ Pitman Park has nature trails that meander through different types of plant and nature areas of the park: East Texas Woodland, Prairie Wetland, Pocket Prairie, and Trush Hollow. Other unique areas are planned for the future. Paseo Park and Bellaire Town Square have concrete sidewalks that are highly used for exercise and play as well as mobility. Area schools have jogging tracks available to residents during after school hours. Bellaire High School has a crushed granite gravel track on the perimeter of its athletic fields. Condit Elementary School has plans for a jogging trail on the perimeter of their fields, when the new school is built.

There are many residents that bicycle and need good, safe routes to travel throughout the city. There are clearly marked bike lanes along Chimney Rock Drive, but the lanes stop before reaching any major intersections such as Evergreen or Beechnut. On the far western edge of the City, Houston's Renwick Street has marked bike lanes. There are no other bikeways in Bellaire, although cyclists do use the wide eastern shoulder along South Rice Avenue, which is the proposed north south main bike route. (This shoulder cannot be made into a two-way bike lane, however, because



PATHWAYS *continued*

cyclists are required to move in the direction of vehicular traffic. So, unless parking is prohibited along South Rice's western shoulder, the street's shoulders cannot be converted into official bike lanes. In addition, there are narrow shoulders along both sides of Evergreen east of South Rice, but they disappear before the intersection of Loop 610. The proposed east west main bike route is Fournace and Evergreen Streets. Plans are to work with Bike Houston to connect Bellaire with the Houston Bike System.

Sidewalks connect parts of the City, but currently there is no planned network, other than on major streets and surrounding the elementary schools (the "Safe Schools Route"). The Planning and Zoning Commission is having the City's Comprehensive Plan revised and will be addressing how to connect the other important areas of the city such as parks and neighborhoods. The Commission will be reviewing and possibly approving the Master Park Plan and will include it and the pathway plan within the Comprehensive Plan. Both the Parks Master Plan and the Comprehensive Plan will be subject to public input and council approval.



PATHWAYS *continued*

NEWCASTLE TRAIL

Location: On the west side of Newcastle Street between Beechnut and Glenmont

Size: 2.5 Miles

History:

This property is not dedicated parkland in the City of Bellaire, however, the Parks, Recreation and Facilities Department ensures that the trail is maintained in a safe manner. The space is the City's right of way and the open space was created when the open storm drain system (ditch) was enclosed and covered in the 1960's. The resultant grassy area has been improved with a concrete and asphalt multi-use trail approximately 12 feet wide that is continuous from Beechnut Street on the south to Glenmont Street on the north. Newcastle Street is a two-way, no shoulder, high traffic street in a residential area.

In 1976 a Final Report of the Bellaire Bicycle Advisory Committee was presented to the City Council containing bicycling information, survey results and recommendations. First priority was an Inner-City Routes including along Newcastle from Evergreen - Fournace). Subsequently this trail became the reality that is today a multi-use, separated concrete trail.

Site Description:

The area consists of a landscaped strip on a two-lane, 30 MPH residential street with various improvements, including the concrete/asphalt trail. Landscaping consists mostly of maintained grass that the owners adjacent to the trail are charged with maintaining, and some scattered trees and other plant materials. The trail is on the west side of the street. Street lights provide some spill-over illumination at night.

Trail Inventory:

- Multi-use Walking/jogging trail from Beechnut Street to Glenmont
- Mileage Markers

Needs Assessment:

- Replace asphalt part of the trail with concrete – from Bellaire Blvd. to Glenmont
- Improve trail lighting
- Continue investigating connectivity to the County's Brays Bayou Trail to the south and the City of Houston trails to the north and working with CenterPoint Energy for the possible use of their ROW on the east side of Bellaire
- Landscape and irrigation
- Pathway lighting
- Trash receptacles
- Doggie waste stations
- Improved mileage markers





PATHWAYS *continued*

HOLLY STREET TRAIL

Location: On the esplanade of Holly Street between South Rice Avenue and Loop 610

Size: .5 Miles each way

History:

This property is not dedicated parkland in the City of Bellaire, however, the Parks, Recreation and Facilities Department ensures that the trail is maintained in a safe manner. The space is actually the median strip between opposed traffic lanes on a residential street. It has limited facilities but a potential for more improvements.

Site Description:

The area consists of a landscaped median strip on a two-lane, 30 MPH residential street with various improvements, including the crushed granite gravel trail. Landscaping consists mostly of maintained grass and a center row of mature trees. Street lights provide some spill-over illumination at night, but could use additional lighting.

Trail Inventory:

- Multi-use Walking/jogging loop trail from South Rice to 610 Loop
- Benches
- Trash Receptacles

Needs Assessment:

- Implement the Master Site Plan
- Improvements include: Irrigation, additional trees, landscaping and amenities approved by City Council in 2015





PATHWAYS *continued*

PROPOSED PATHWAYS

The City of Bellaire has planned for many years – most recently in the 2009 Comprehensive Plan – to create a pedestrian and bicycle friendly system to connect all four quadrants of the City with each other and with major community and commercial destinations. Additionally, pedestrian and bike trails/paths were listed as the top need by Bellaire citizens in the 1999 and 2013 surveys.

While agreeing with the goal of linking the entire City, this proposed pathways plan equally emphasizes the need to create pedestrian/bikeway loops within neighborhoods. Focus group discussions have confirmed that residents are more likely to use trails/routes if they can access them easily from their own home and use them for recreation, fitness and transportation within their own immediate neighborhood.

PROPOSED PATHWAY GRIDS

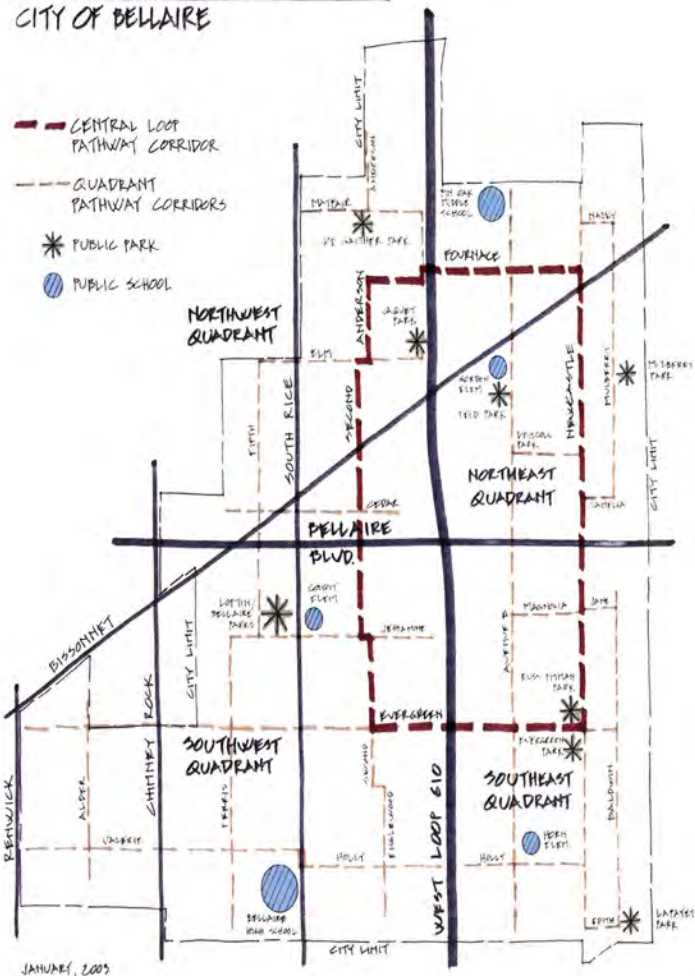
This proposal divides the City into a series of grids. These grids represent a network for all users, from pedestrians and skaters to recreational cyclists and joggers. In most cases, the pathways stretch through the center of a neighborhood, instead of a long stretch on the one busy edge of the neighborhood. These streets generally are quieter, more pleasant and safer for recreational use. Stretching through the neighborhood should attract residents from both sides of the City. (See Addendum).

Options to Consider:

Install trails or sidewalks, 4-6 feet wide, on both sides of the street. Put a bike route or, in some cases, a bike lane along the street. (Most practical option for streets in good repair, especially those with partial sidewalks already.

1. Install trails or sidewalks, 4-6 feet wide, on both sides of the street. Put a bike route or, in some cases, a bike lane along the street. (Most practical option for streets in good repair, especially those with partial sidewalks already. Follow P&Z recommendations for width and construction options.)
2. Rebuild the street off-center to allow for an 8-foot shared – use trail on one side of the street. (This is the best option for streets in need of rebuilding. It provides for minimal incursion into lawns and landscaping.) No need for bike route or bike lane in street.
3. Restrict parking to one side and narrow the street pavement width to make room for an 8-foot shared-use trail on the narrowed side. (Option for streets in good repair with lots siding on one or both sides of the street, thus reducing the need for on-street parking.) No need for bike route or bike lane in street.

PATHWAYS PLAN CITY OF BELLAIRE





PATHWAYS *continued*

Note: A professionally designed trail / pathway master plan should be designed that would include citizens input, identification of user groups, organizations or businesses impacted, structural and safety concerns and partnership opportunities.

PUBLIC EDUCATION & AWARENESS

As focus group interviews have pointed out, education and easy-access information will be key in spreading news of these new pathways and in encouraging their use. Suggestions:

1. Maps, for pedestrians and cyclists, with fixed-length routes delineated by colors or names. This would allow residents, for instance, to choose the “Blue” trail to go 1 mile, the “Red” trail to go 3 miles or “Trolley Run” trail to go 5 kilometers, the “Safe School Route” to reach elementary schools, and so on. These routes should include at least one child’s pathway that is safe and accessible by small bikes and skates and, ideally, would feature objects of interest along the way (bridges, art, nature education, treasure hunt, historical homes, and the like). These maps should be distributed at City events and be available at the recreation center, Library, City Hall and on-line.
2. Safety education, to promote safety (bikes, jogging, skates, street crossing, trail-driveway awareness) with programs held in partnership with police and/or fire department.





PARK ACQUISITION

As the City of Bellaire continues to redevelop, the City should remain aware as to the future recreational needs of its citizens. While it is difficult to predict what the city's space requirements will be in ten years, as old houses and buildings are torn down for new development, acquisition opportunities may arise from time to time. Such acquisitions could include additional land and even structures of historic value which the Parks, Recreation and Facilities Department could convert to additional recreation and/or meeting space for the community. For this reason the Mayor, City Council, Parks and Recreation Advisory Board and the PATRONS for Bellaire Parks remain watchful as to possible opportunities.

One of the goals concerning number of parks is to have a park within walking distance of every resident of Bellaire. The identified areas that lack parks are the Northwest and Southwest quadrants of the city. One way to meet that goal is to purchase property in those areas when they become available and then create mini or neighborhood parks depending on the size of the property. These parks serve people within a .25 - .50 mile radius.

Acquire additional green space and/or field space by pursuing cooperative arrangements with outside organizations. The City already has agreements with HISD schools for field use, CenterPoint Energy for Right of Way (ROW) use at Mulberry Park for the parking lot, future ROW use for Evelyn's Park by the railroad tracks by Bellaire Boulevard and United Methodist Church for Evelyn's Park overflow parking. Negotiations have begun with NRG for use of the ROW on the east side of town for a bike/pedestrian trail that will tie in with the proposed trail for the City of Houston.



IMPLEMENTATION & FUNDING

In order to implement the Parks and Recreation Master Plan, there are a variety of funding mechanisms and development tools available to the City. It is unrealistic to expect the City to assume full responsibility for funding all expansion and improvements of the park solely from the City's tax receipts. Other sources of funding and types of financing should also be sought in order to make the Master Plan a reality. Some of these resources are listed below:

User Fees: This method of financing requires the eventual user of each park and/or program to pay a fee for use of each facility and program costs. Fees to be charged each user can be established to pay for debt service, maintenance and operations of the park system.

Capital Improvement: The Capital Improvement (CIP) is used to provide financial resources for the acquisition, construction or repair to major capital facilities maintained by the City. The Capital Improvement receives the majority of its revenue from ad valorem taxes and transfers from other funds.

Harris County Funds: The City of Bellaire is located within Harris County, to which Bellaire residents pay taxes. When requested for funding assistance, Harris County has partially funded specific projects such as the Therapy Pool and/or has actually built facilities such as Newcastle Trail and the storage building at the Evergreen Pool. The County has been supportive of the Nature Discovery Center over the years. Request for funding is made through Harris County, Precinct 3, the precinct in which Bellaire is located.

Texas Recreation and Parks Account Program: This program administered by Texas Park and Wildlife is a 50% - 50% matching grant program which may be used to aid communities in acquisition and development of parks and open space. The grant process is administered once a year.

General Obligation Bonds: These bonds are issued by the City following an election in which the voters authorize their issuance for specific stated purposes, as well as the necessary tax increases to support them. The bonds pledge the property or ad valorem taxing power of the City.

Certificates of Obligation: These certificates have basically the same effect as the general obligation bonds except that they do not require an election to be authorized. An election can be petitioned by five percent of the registered voters of the City. These certificates are issued on the authorization of the City Council. Repayment is based on the property taxing power of the City, utility system revenues or combination of the two.

Private or Corporate Donations: Grants and donations from foundations, corporations and/or private individuals are often used to acquire and develop parks. The City should constantly identify and pursue opportunities to receive such funding for parks. One avenue for receiving donations is through the PATRONS for Bellaire Parks, a 501 (c) 3 non-profit organization that their sole purpose is to help fund Bellaire park projects. So far, they have donated over 1.5 million dollars to various park projects. Another way donations are accepted is through the City's Special Projects Fund where funds can be earmarked for purchases such as trees, park amenities and playground equipment.



MAPS & ILLUSTRATIONS

BELLAIRE CULTURAL ARTS COMMISSION

The Bellaire Cultural Arts Commission was established by Bellaire City Council in 2003 to enhance the quality of life in Bellaire with public and performing art by transforming the places we live, work and play into more welcoming and beautiful environments. Commission meetings are open to the public the second Wednesday of the month at 6:30 pm in City Hall.

BELLAIRE HISTORICAL SOCIETY

To learn more about Bellaire's fascinating 100 year history, join the Bellaire Historical Society. Educational meetings are the second Thursday of every month September through May at 6:30 pm in City Hall. See the website, www.bellairehistoricalsociety.org



BELLAIRE CENTENNIAL
HISTORY MARKERS



TEXAS HISTORICAL MARKERS



© BELLAIRE CULTURAL ARTS COMMISSION, 2010



Bellaire Trolley Station and Pavilion, 1911
Folks would wait for or disembark from the trolley at the Trolley Pavilion, but they also gathered there for picnics, Church school, and all sorts of community activities. A replica of the Pavilion, constructed by the Bellaire Historical Society, was located at S. Rice & Bellaire from 2000 to 2008.



Rosner's General Store and US Post Office, 1929
The 'main' street of Bellaire was Cedar, and the chief center of commerce was Rosner's General Store. Rosner's faced south on the northwest corner of South Rice and Cedar. In 1929, Rosner's built the store shown in this drawing to replace Munger's general store.



"The Little Brown" Bellaire's First One-room School
In 1910, A. J. Condit prevailed upon the Harris County School Board to provide one teacher for Bellaire's twenty students. The house, second from the corner was "The Little Brown." There was room for 36 desks. The building also served as town meeting hall, and the Union Sunday School.

H4 - Bellaire Bicentennial Veterans Memorial

H5 - Texas Historical Commission Marker Texas Capture of Mexican Dispatchers



Alfred J. Condit House, Damaged in 1915 Hurricane
The home of Mr. and Mrs. A.J. Condit still stands on the northwest corner of Bellaire Blvd. and First Street. During the hurricane this house lost its roof and second floor, and the City lost a third of its buildings. After the hurricane everyone gathered at Condit School bringing food to share.



Convent of the Incarnate Word, 1931
In 1927 Rev. Mother M. Scholastica bought 40 acres at Post Oak Road and Bissonnet to build a boarding school and convent. Ground was broken in 1931 for the four-story building. The property was sold in 1976, and today is home to The Episcopal High School.

H6 - Texas Historical Commission Marker Teas Nursery, Bellaire's First Business



Home of Frank S. Henshaw, Jr., Mayor, 1933-1937
Built by Earl E. Edwards in 1925, this house served for 54 years as the homestead of Frank Henshaw. In 1983, the Friends of Bellaire Parks purchased the estate and began a six-year renovation effort. Today the Nature Discovery Center inspires us to be responsible caretakers of the earth.

Production Credits:
Bellaire Cultural Arts Commission
Bellaire Historical Society
2005-2010 Bellaire City Council, Cindy Siegel, Mayor

Research, Design, Editorial: Kathryn Hardin, Kay Hieronymus,
Lynn McBee
Illustrations: Jim Arp
Centennial Logo Art: Don Goodell
Publication Date: March 2010
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BELLAIRE CULTURAL
ARTS COMMISSION

City of Bellaire CENTENNIAL HISTORY WALK

Bellaire, Texas



Welcome to the City of Bellaire, Texas, Centennial History Walk. This walking tour was designed to enrich our community through a recognition of how we have grown over the last 100 years. You may begin your walk at any place along the route. This walk is a joint effort of the Bellaire Cultural Arts Commission, Bellaire Historical Society and the Bellaire Centennial Committee in honor of our City Centennial Celebration 1908-2008 and the City of Bellaire.



City Hall, Community Center and Library
This building was erected in 1949. Prior to that, taxes were paid at the home or business of the city secretary. The 1949 building was replaced in 1981 by the current Bellaire Civic Center, the hub of Bellaire Town Square. In 1947, Mayor Madison Rayburn named Bellaire "The City of Homes."

H1 - Texas Historical Commission Marker Bellaire City Hall Site



Original Bellaire School Building, 1914
Bellaire School on Laurel Street stood on pilings that lifted the classrooms and auditorium above the occasional flood and shaded student activities. In 1928 Bellaire joined H.I.S.D. and built an addition facing Third Street. In 1959 the school was greatly expanded, and the Laurel building was torn down. The school was renamed for A. J. Condit.



Bellaire Mission Presbyterian Church, 1919
With the help of First Presbyterian Church of Houston, Bellaire Mission Presbyterian built a white frame sanctuary on the southwest corner of Bellaire and Third, facing the esplanade. In 1931, a larger building replaced the original church, then, as the congregation grew, was replaced again in 1957.

H2 - Texas Historical Commission Marker Bellaire Presbyterian Church



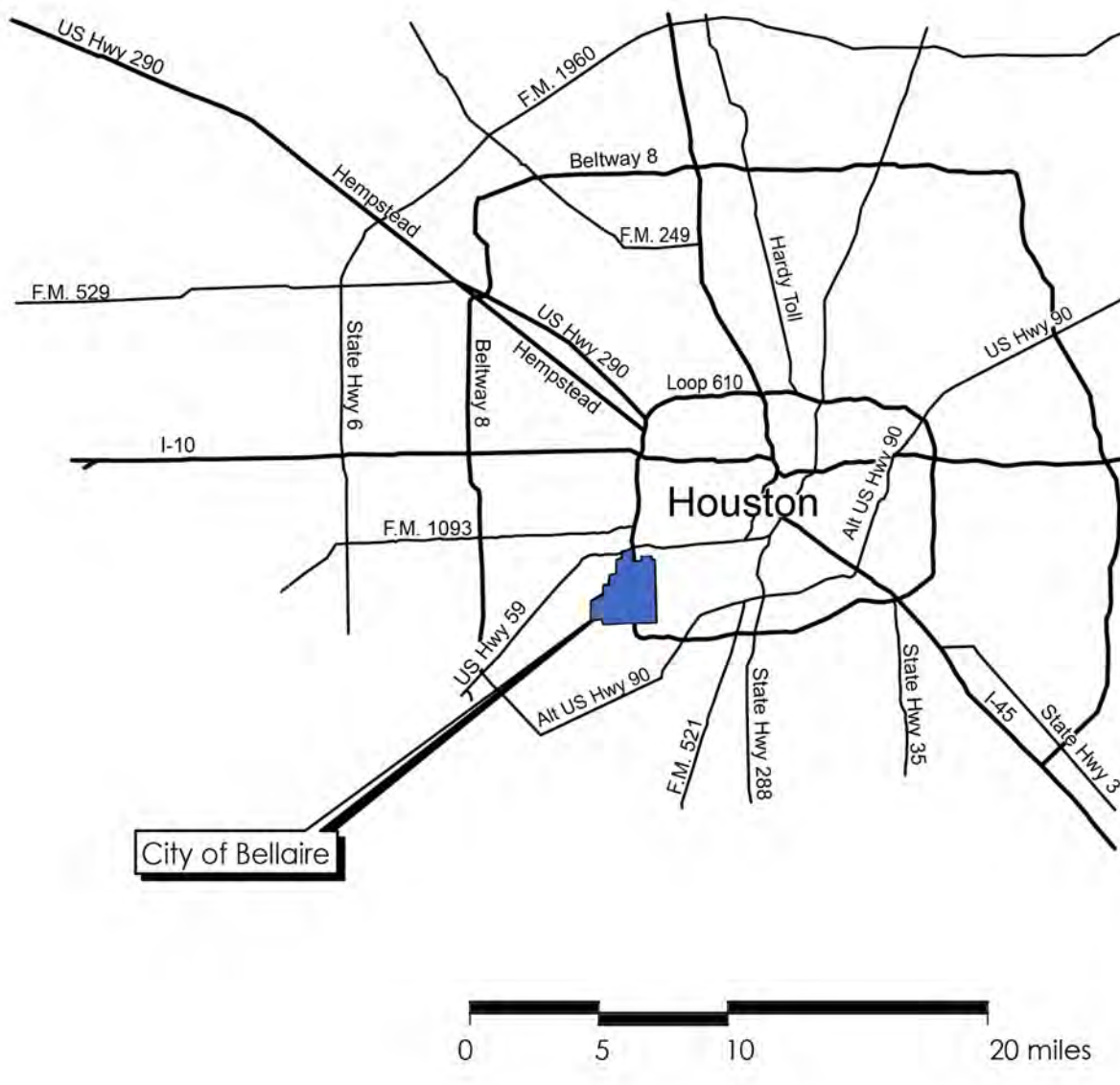
Trolley Dedication Day, 1910
The Trolley has become the unofficial symbol of Bellaire. Dubbed the "Toonerville Trolley" after a popular newspaper cartoon, it traveled across six miles of prairie bringing residents to high school, work, and the shopping mecca of Downtown Houston. The trolley ran from 1910 until 1927.

H3 - Texas Historical Commission Marker Bellaire Streetcar Line



MAPS & ILLUSTRATIONS *continued*

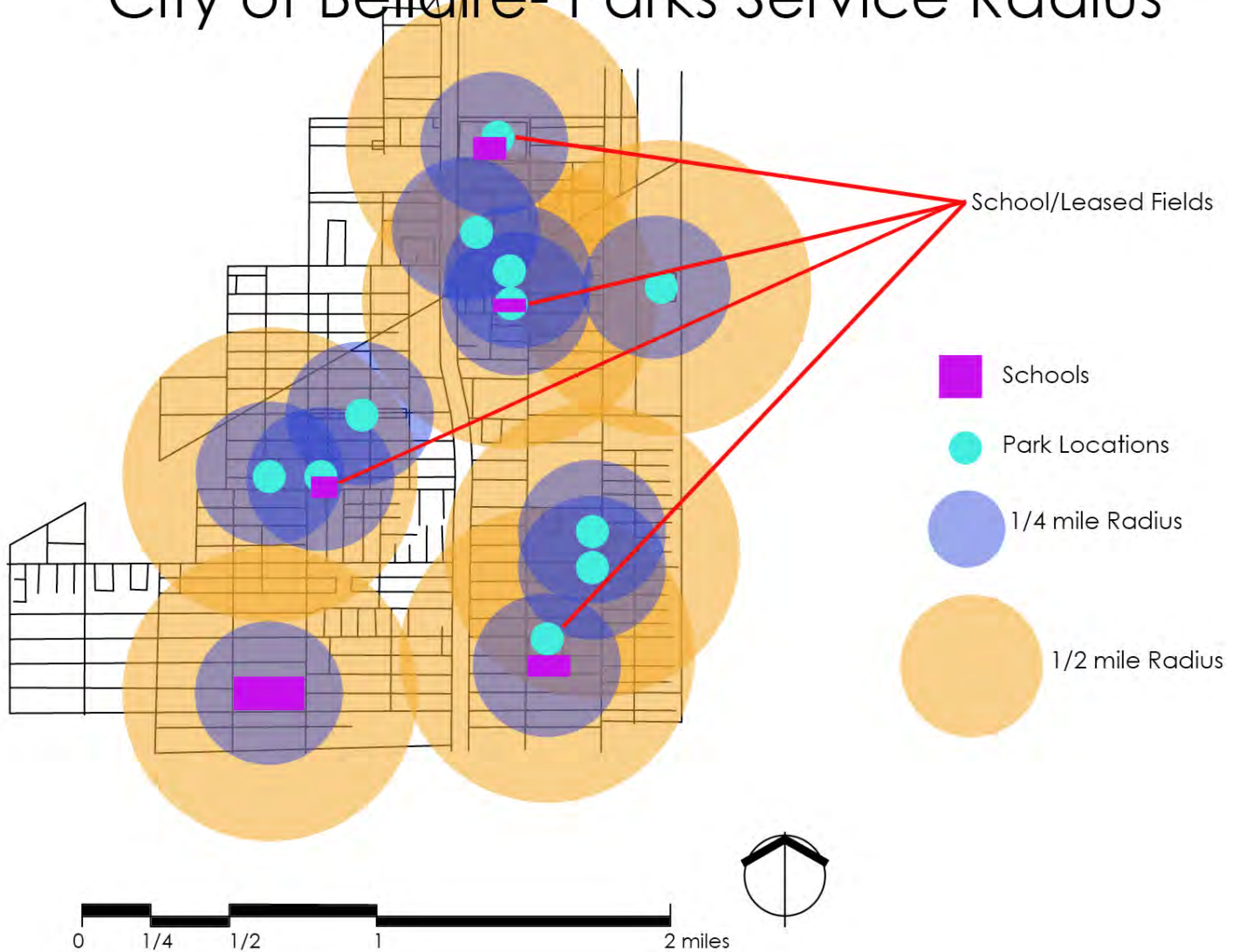
City of Bellaire



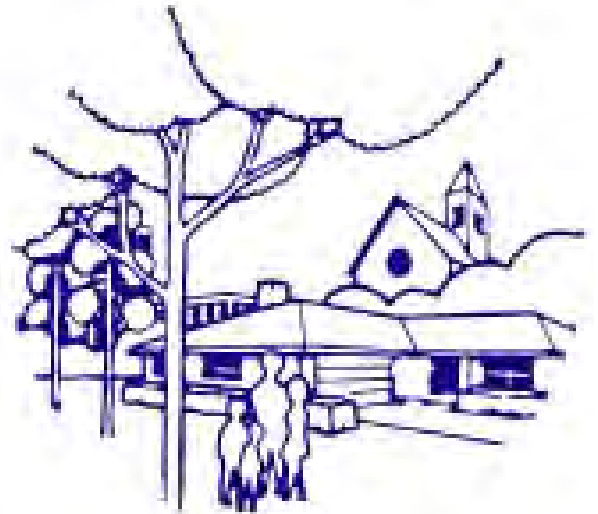


MAPS & ILLUSTRATIONS *continued*

City of Bellaire- Parks Service Radius



APPENDIX



APPENDIX A: HISTORY OF PARKS



HISTORY OF PARKS

Bellaire Town Square: Consists of City Hall/Civic Center, Recreation Center, Police Department and two parks:

BELLAIRE ZINDLER PARK

7008 South Rice Avenue

7.5 Acres

Originally known as Bellaire Park but renamed “Bellaire Zindler Park” on November 19, 2007. City Council meeting minutes show references to the park as early as 1952. On October 20, 1980 a resolution authorized the City Manager to execute a “Recreation and Open Space Fund Agreement” with the Texas Parks & Wildlife Department and a “Certificate of Land Dedication for Park Use” to improve the park. A playground and park site amenities were added to the park. In 1993, the gymnasium was replaced by the Bellaire Recreation Center.

In 2005, a Parks Master Plan for the combined parks, Bellaire Zindler and Loftin Parks and referred as, Bellaire Town Square, created by Clark Condon Associates, was approved. The plan was implemented in phases:

- Bellaire Family Aquatics Center, \$3.6 million dollar project - general obligation bonds provided the majority of the funding while partially funded by Patrons for Bellaire Parks (PATRONS), with a \$1.2 million dollar donation - 2008.
- Loftin Park Improvements – playground, sidewalk system, lighting and site amenities. PATRONS donated \$125,000 towards the construction costs - 2010.
- Donor Plaza by the west side of City Hall surrounding the Gazebo, consisting of a donor wall & plaza, lighting, site amenities Completely paid for by the PATRONS. The City had the Gazebo refurbished at the same time as the donor plaza was being built - 2012.
- Multi-purpose Great Lawn - Consists of an event pavilion, sidewalk system, lighting and site amenities - 2013.



LOFTIN PARK

7008 South Rice Avenue

1.0 Acre

The City of Bellaire purchased twelve residential lots over a twenty five year period beginning in 1972. All but one house was demolished. After the last property was purchased, the City had an agreement with the Houston

Historical Foundation where they moved the remaining house to another location in Houston to be used by a family in need. In 1991 the City Council decided to maintain the property as open green space named Laurel Street

Park. It was renamed Loftin Park on December 16, 1996 after former Bellaire Police Chief Jerry Loftin and his wife Roena, former City Clerk. The following additions have been made:

- Drainage - 1992
- Landscaping - 1996
- Fencing, signage, plaque, benches, picnic table, BBQ pits and memorial trees - 1997-98
- Playground, sidewalk system, lighting and site amenities - 2010



EVELYN'S PARK

4400 Bellaire Boulevard

5 Acres

Originally the Teas Nursery property, purchased by the Jerry and Maury Rubenstein Foundation, then conveyed to the City on February 25, 2011 and was named "Evelyn's Park" in honor of their late mother. The land was dedicated as a public park on June 20, 2011.

In 1908, Edward Teas, Sr., a well-known horticulturist, and his family, moved to Bellaire from Joplin, Missouri. He purchased ten acres of land where he built his family home and started Teas Nursery, to grow plants and trees for Bellaire and Westmoreland Farms. Teas specialized in fruit trees and flowering plants, but moved to landscaping as well. Teas help plant most of Houston including the landscaping of Rice University and River Oaks. By 1951, Teas Nursery had planted over 1 million trees in the Houston area.

After one hundred years of a thriving business, Teas Nursery closed its doors and sold five acres to a builder and the other five were sold to the Rubenstein family foundation a few years later.

The Evelyn's Park Conservancy was formed to raise funds for the park. Along with \$2 million dollars from the Conservancy, the City of Bellaire residents voted in November 2013, for a \$5 million bond to build the park. The first Phase is in place to begin construction in early 2015.

Teas Nursery



1. Original Building
2. Building multi-story
3. Office Building single story
4. Secure Building
5. Greenhouse
6. Metal Frame Barn
7. Pavilion
8. Metal Frame Greenhouse
9. Pump Buildings

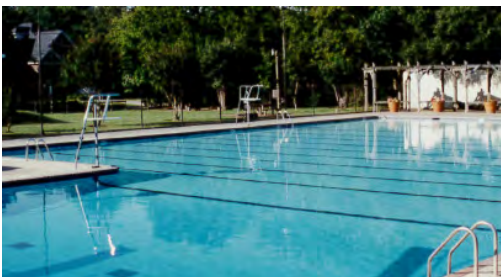


EVERGREEN PARK

4500 Evergreen Street

2.1 Acres

Property was acquired by the City in the early 1950's from former mayor Frank Henshaw (1936 - 37) to be used for a park site and water plant. Park was originally used as a Pee Wee ball field and included swings and slides.



In February of 1979, the Friends for Bellaire Parks, was organized as an outgrowth of the Parks Advisory Committee and planned the construction of a playground. The City budgeted \$7,000 for materials with all labor being volunteered. A contest was sponsored by the Friends, for elementary students to design their ideal playground. The plans were completed by a Texas A&M architectural student. The project was completed in 1981, which included play equipment, landscaping, park amenities and split rail fence.

The Bellaire Wellness Club raised funds for years in hopes to construct a year-round, heated therapy pool with related amenities. The therapy pool was completed and a storage/office building was constructed by Harris County Precinct 3 in 2000.

The following additions have been made:

- 25 meter L-shaped pool, diving well with 1 & 3 Meter diving boards - 1957
- Playground, landscaping, picnic tables, benches and fence - 1981



EVERGREEN PARK *continued*

- Redeveloped playground and replaced old equipment - 1994
- Pool facelift - 1996
- Therapy pool and storage building - 2000
- Shade structures, wind walls, new lighting, pool house roof and pool blankets - 2001-02
- Playground Equipment replaced - 2006
- Pool house reconstructed after a fire - 2013
- Water tank removal, irrigation added, landscaping planted and hydro-mulched - 2014

FELD PARK

6406 Avenue B

4.7 Acres

In April 1951, the City purchased land from Mrs. W. J. Jameson to be used for a water well site and a park. On September 5th the same year, M. M. Feld, President of the Lone Star Bag and Bagging Company, donated the remaining acreage and an additional \$5000 was raised by the citizens and local businesses to build the athletic fields, tennis courts, playground and parking lot. The HISD Mandarin School is adjacent to the park and uses the city parking lot and park. The Optimist Club of Bellaire runs the adult softball leagues and maintains the fields. Bellaire Parks & Recreation and the Express Soccer Club use the outfield for the youth soccer program.

The following additions have been made:

- The Scout house served the scouts, Optimist Club, summer day camps and rentals since the 50's, but was demolished in 2002, since it was beyond its' useful life. Constructing a new facility for the community has been discussed.
- Wooden deck built and funded by Optimist Club of Bellaire - 1997
- Backfield netting, 45 feet high, erected in 2001, to help softballs from hitting the neighbor's houses. Partially paid for by the Optimist Club of Bellaire.
- Tennis Courts reconstructed with post tension concrete base in 1997, resurfaced in 2014.
- Art bench installed - 2007
- Concession Stand demolished - 2010
- Free standing restroom with storage - 2010
- Replaced split rail fence with a 4 ft. black decorative aluminum fence - 2011





HORN FIELD

4535 Pine
3.1 Acres

The City of Bellaire, Operator, entered into a lease agreement with Houston Independent School District, Owner, in 1985 and was effective through 2005, then renewed until June 2021. The lease allows the City to utilize the fields for youth sports. Effective through 2021, the City has an agreement with



Bellaire Little League, for them to run their program in exchange for Little League to maintain the fields. Horn School was rebuilt in 2011, where the school and fields were flipped from their original sites. Bellaire Little League raised over \$600,000 along with \$45,000 from the City, and had the ball fields completely constructed.

The following additions were made:

- 2 lighted youth baseball fields, 1 lighted tee ball field, both with backstops, dugouts and bleachers
- 2 batting cages
- Concession stand with restroom facilities and storage
- Horn School has a large pavilion and playground area

HOUSTON HILLS PARK

9720 Ruffino Road
Houston, Texas
75 Acres

In the past, this property was used as the City’s landfill and adjacent to the West University’s landfill. The property was dedicated as permanent public parkland and named “Houston Hills Park” on February 22, 1988. For many years, the property was leased out to a company and used as the Houston Hills Golf Course until the owner defaulted on payments and the City cancelled the lease. In 2001, of the 75 acres, 14 acres were leased to a company to be used as a trash transfer station and is still being run as such. The remaining acreage is green space, not used by the public.



JOE GAITHER PARK

4901 Anderson Street

3.1 Acres

Texaco Park land was acquired through a fee simple deed from neighboring Texaco Inc. in October 1994. Since that time, the property was purchased by Chevron and the deed remains in effect. In November 1996, the park was officially dedicated as Joe Gaither Park in memory of Joe Gaither, a long-time Bellaire High School teacher and Bellaire resident.

The following additions were made:

- Playground equipment – partially paid for by Precinct 3 and installed by Boy Scouts and other Bellaire resident volunteers and P&R staff – 1996 – play structure & swings
- Wood fence, landscaping and playground border constructed by Eagle Scouts - 1996

LAFAYETTE PARK

4337 Lafayette Street

1.5 Acres

The City of Bellaire purchased thirteen (13) residential lots in this city block from six separate owners from 1965-66. The northwest corner was established as a park and the remaining land was designated for future use as a solid waste transfer station. The Bellaire Civic Club convinced the city to drop those plans on March 20, 1978 and an additional acre of land was added to the park, designating all of it as a public park. The following additions have been made:

- Wood play structure - 1985
- Metal and plastic play structure replaced the wood - 1994
- Fencing and soccer field for 5 to 7 year-olds built with funds from the Bellaire Optimist Club - 1997
- Off-leash dog facility (3/4 of an acre) in Lafayette Park permanently named and forever known as the “Officer Lucy Dog Park” on September 20, 2004.
- Scout projects completed: two shade structures for the dog park; trees, bushes and benches added to the park
- Replacement of site amenities were made throughout the years



LOCUST PARK

4600 Locust

.5 Acre

On May 18, 1979 the City and F.R. McCord of Jacinto Development Company, created the park through a cooperative agreement. The land was originally part of a homestead with a large pecan grove. The city abandoned and relocated public street right-of-way and the Jacinto conveyed the land to serve as a park and green space buffer for the neighbors. Due to the close proximity of Feld and Vic Driscoll parks, no major site amenities have been added, only benches and picnic tables.



MULBERRY PARK

700 Mulberry Lane

3.2 Acres

The City of Bellaire purchased residential lots from the Shields and Richardson families that were contiguous with city-owned land in three separate years - 1955, 1964 and 1973. The park was dedicated in 1977 and funded by General Obligation Bonds. A grant was also administered by the Texas Parks and Wildlife Dept. for the National Park Service. The athletic field is named in memory of Elizabeth Furler, a former Bellaire resident, Little League volunteer and Optimist Club member. The parking lot is on the CenterPoint Energy right of way and the City pays \$50/year for the right to use the land. The following improvements have been made:

- Parking lot - 1987
- Play area and four foot fencing - 1988
- Six foot fencing funded by Optimist club - 1998
- Concession stand and batting cage - 1998
- Walking trail constructed & donated by Eagle Scouts - 2001 Tennis courts re-constructed with post-tension concrete - 2001, resurfaced in 2013
- Playground equipment replaced in 2006



PASEO PARK

Esplanade located along Bellaire Boulevard between Loop 610 and South Rice Avenue

6.6 Acres



The portion of the Bellaire Boulevard esplanade west of Highway 610 was dedicated as a park in 1986. The Bellaire Boulevard Beautification Committee had a master plan designed for this area including Bellaire Blvd. east of Highway 610. In 1997, a \$160,000 grant was awarded from Texas Dept. of Transportation and was used for overall improvements. The following improvements have since been made:

- Sidewalk system, lighting, irrigation, site amenities and memorial marker donor area - 1997/8
- Historical Marker dedicated, at Second Street - 1989
- Historical Marker dedicated, near trolley car - 1993
- Scout House replaced by a pavilion replicating the old Trolley Car Station, paid for by the Bellaire Historical Society - 2000. Due to untreated wood beams, that deteriorated, the Trolley Pavilion had to be demolished - 2009
- Art - 1 bench and art piece erected - 2007
- Master site plan for the area between Rice and Third Streets by Clark Condon Associates - 2010



PIN OAK FIELD

At 610 Loop & Glenmont St.

7 Acres

In 1993, the Houston Independent School District (HISD), purchased 18 acres of land to build Pin Oak Middle School. In June of 2001, the City and HISD entered into a 10 year lease agreement and then extended again until 2020. The agreement gives the City the right to use 7 acres of field space for baseball and soccer activities as well as any special event outside of school hours. The Bellaire Little League and Bellaire Soccer Club organizations jointly raised funds to enhance the fields with high quality turf, irrigation, soccer goals, fencing, batting cages, lighting and bleachers. The fields officially opened in 2001 for fall soccer and the baseball fields in 2002. The City also has permission to use indoor facilities if needed.

RUSS PITMAN PARK

7112 Newcastle Drive

.5 Acre

Formerly known as Henshaw Estate Park and dedicated for public outdoor recreational purposes on July 11, 1983; a "Certificate for Land Dedication for Park Use" was completed on January 16, 1984, identifying the name of the park as Bellaire Henshaw Park; renamed Russ Pitman Park on February 20, 1984. This property was acquired by the City as a gift from the Friends of Bellaire Parks and the Texas Parks and Wildlife Department.



The recorded history of the land goes back to 1841, when it became part of a land grant to John Belden. Upon Belden's death, the land was deeded to E. A. Patterson. In 1892, it became part of the 23,000 acre Rice Estate. The land was deeded in 1901 to Rice University, and in 1909 it was deeded to the South End Land Company, which divided the property into lots and blocks that exist today. W.W. Baldwin, the principal stockholder in the Land Company, developed Westmoreland Farms. In those years, it was an experimental farm established by the developers to show prospective buyers what could be grown on the one to three acre lots intended for residential farm gardens.

Mr. E.E. Edward, President of the Sealy Mattress Company, subsequently bought the property and in 1925, he and his wife, Grace, built a one story brick veneered house on the land. In 1929, Frank S. Henshaw, Jr., Mayor from 1936-37, bought the estate. In 1939, he added a second story to the brick house. The estate passed to Henshaw's children, Betty, Frank and Jack, upon his death in 1968.

On April 4, 1981, the property was advertised for sale and the residents petitioned Bellaire City Council to buy the property for park land. Funds were not available at the time, but the project was endorsed by the Council. An application was filed with the Texas Parks and Wildlife Department to obtain the tract of land for park use.

The Friends of Bellaire Parks, (Friends), began a fund drive to raise half the funds for the purchase. In February 1983, the land was purchased by the Friends, represented by the Trust for Public Land. The land was cleared of underbrush, trees were pruned and the property was maintained by the Friends. Restoration of the house began in August 1983. In February of 1984, 60% (2.2 acres) of the Estate was deeded to the City. This was made possible by funding from the Friends (almost 60%) and the Texas Parks and Wildlife Department. In January of 1985, the additional 1.5 acres were deeded to the City with the Friends providing over 60% of the funding and the Texas Parks and Wildlife providing the balance.

RUSS PITMAN PARK *continued*

In February 1984, the Bellaire City Council named the park after Russ Pitman, a co-donor of \$100,000 for the purchase of the second phase (1.5 acres) of the 3.75 acre property. The Park was dedicated on March 31, 1985. In July 1986, additional land was acquired for a parking lot on the north side of the Park. A bas relief of Mr. Pitman on a monument of granite was added to the Park. The Henshaw House was completely restored and furnished by the Friends. On April 17, 1989, the Bellaire City Council adopted policies and procedures for the use of the house. The Friends were given a lease to occupy the second floor, to be used for their Nature Discovery Center. The downstairs is designated as a community center available for meetings, special events and Nature Discovery classes.

Russ Pitman Park and its Nature center is one of the jewels of Bellaire and is treasured and protected. The Park is on the Great Texas Birding Trail and attracts many bird watchers. This unique environment is a sanctuary to animals and people alike. On weekend mornings someone is on just about every park bench – reading, talking, gazing at birds, or lost in thought. The Center is busy on Saturdays with scout troops working on badges in the Henshaw House or identifying plants and wildlife in the park. In addition to the families who routinely walk the park's paths, the park is visited almost every school day by groups on field trips.

Many additions have made throughout the years, thanks to hundreds of volunteers, scouts, business sponsors and staff members.

- Park amenities such as benches, picnic tables and fencing
- Trails, landscaping, gardens and specific wildlife areas: East Texas Woodland, Prairie Wetland, Pocket Prairie and Thrush Hollow
- Playground equipment has been replaced three times
- Henshaw House renovation in 2013



VIC DRISCOLL PARK

4500 Locust Street
.5 Acre

Consisted of the undeveloped portion of the Locust Street right-of-way between Newcastle Drive and Avenue B; designated as a city park on May 5, 1997; named Vic Driscoll Park on July 21, 1997, dedicated on April 25, 1998. Vic Driscoll was a longtime resident, teacher, principal, volunteer and friend of Bellaire.



- Two Eagle Scout projects consisted of planting trees, constructing a crushed-granite gravel trail, adding benches and trash cans
- Trail was re-constructed with a concrete base - 2008

WARE FAMILY PARK

6200 Jaquet Street
1 Acre



Formerly known as Jaquet Park, was dedicated as a city park on July 3, 1995 and officially deeded to the City of Bellaire by the state of Texas on August 15, 1996. It was created as a result of the condemnation of homes on the east side of Jaquet street during the construction of Highway 610. The park was renamed Ware Family Park on August 3, 2009, after former Mayor Louise Ware and her family, who volunteered hundreds of hours to the City.

The following additions have been made:

- Wood play equipment replaced with metal and plastic structure, added swings - 1994
- Playground equipment replaced – 2006
- Replacement of wood fencing with decorative aluminum fencing and sidewalk added - 2014

The following additions have been made:

- Wood play equipment replaced with metal and plastic structure in 1994

APPENDIX B: SURVEY RESULTS

Bellaire Parks and Recreation Survey

This survey is being conducted by the Bellaire Parks Advisory Board and Bellaire Parks & Recreation. The intent of this study is to understand the parks and recreational needs of the community.

A. General Parks and Recreation Questions

1. From the list provided, please rate what you feel are the top 10 facility needs of the City as a whole with #1 being the most needed.

- | | |
|--|--|
| <input type="checkbox"/> additional sports | <input type="checkbox"/> nature study area |
| <input type="checkbox"/> animals | <input type="checkbox"/> open fields |
| <input type="checkbox"/> amphitheater | <input type="checkbox"/> outdoor basketball facilities |
| <input type="checkbox"/> art | <input type="checkbox"/> outdoor group exercise areas |
| <input type="checkbox"/> baseball fields | <input type="checkbox"/> picnic tables |
| <input type="checkbox"/> covered pavilions | <input type="checkbox"/> playgrounds, equipped |
| <input type="checkbox"/> fitness trail | <input type="checkbox"/> skate park |
| <input type="checkbox"/> food facilities | <input type="checkbox"/> soccer/football fields |
| <input type="checkbox"/> gardens (floral or produce) | <input type="checkbox"/> softball fields |
| <input type="checkbox"/> golf holes | <input type="checkbox"/> tennis courts |
| <input type="checkbox"/> handball, racquetball courts | <input type="checkbox"/> trail miles, multi-use |
| <input type="checkbox"/> indoor basketball facilities | <input type="checkbox"/> volleyball courts |
| <input type="checkbox"/> meditation areas | other: _____ |
| <input type="checkbox"/> natural water features/structures | |

2. The following is a list of the City parks and recreational facilities. Please check the parks or facilities that you have visited within the last 12 months.

- | | |
|--|---|
| <input type="checkbox"/> a. Bellaire Recreation Center | <input type="checkbox"/> q. Loftin Park |
| <input type="checkbox"/> b. Bellaire-Zindler Park | <input type="checkbox"/> r. Mulberry Park |
| <input type="checkbox"/> c. Bellaire Town Square Family Aquatic Center | |
| <input type="checkbox"/> d. Bellaire Tennis Courts | <input type="checkbox"/> s. Mulberry Athletic Field |
| <input type="checkbox"/> e. Elaine Wood Therapy Pool | <input type="checkbox"/> t. Mulberry Tennis Courts |
| <input type="checkbox"/> f. Evergreen Park | <input type="checkbox"/> u. Nature Discovery Center |
| <input type="checkbox"/> h. Evergreen Pool | <input type="checkbox"/> v. Newcastle Trail |
| <input type="checkbox"/> i. Feld Park | <input type="checkbox"/> w. Paseo Park |
| <input type="checkbox"/> j. Feld tennis Courts | <input type="checkbox"/> x. Russ Pitman Park |
| <input type="checkbox"/> k. Holly Street Trail | <input type="checkbox"/> y. Vic Driscoll Park |
| <input type="checkbox"/> l. Joe Gaither Park | <input type="checkbox"/> z. Ware Family Park |
| <input type="checkbox"/> m. Jessamine Field | <input type="checkbox"/> zz. Not familiar with any/
do not use |
| <input type="checkbox"/> n. Lafayette Park | |
| <input type="checkbox"/> o. Lafayette Athletic Field | |
| <input type="checkbox"/> p. Locust Park | |

3. From the list above, please rank the park/facilities that you use the most often by the corresponding letter.

#1 _____ #2 _____ #3 _____ #4 _____ #5 _____

4. Please check the level of priority which should be given by the City to the following projects. (1 being highest priority & 4 being lowest priority)

- | | | | | |
|---|---|---|---|---|
| a. Provide more lighted ball fields | 1 | 2 | 3 | 4 |
| b. Provide more trails (hiking, biking, jogging) | 1 | 2 | 3 | 4 |
| c. Develop more neighborhood parks | 1 | 2 | 3 | 4 |
| d. Develop larger park facilities | 1 | 2 | 3 | 4 |
| e. Spend more time/money beautifying the City | 1 | 2 | 3 | 4 |
| f. Acquire additional parkland for the City | 1 | 2 | 3 | 4 |
| g. Develop larger sports complexes for baseball, softball and soccer | 1 | 2 | 3 | 4 |
| h. Spend more time/money developing and maintaining existing facilities | 1 | 2 | 3 | 4 |

5. What would you like to see in Bellaire's newest park, Evelyn's Park, located at Bellaire & Newcastle?

B. Bellaire Recreation Center Use Questions

1. How often do you visit the Bellaire Recreation Center?

- | | |
|--|-------------------------------------|
| <input type="checkbox"/> more than once per week | <input type="checkbox"/> monthly |
| <input type="checkbox"/> weekly | <input type="checkbox"/> seldom |
| <input type="checkbox"/> twice per week | <input type="checkbox"/> not at all |

If not at all, do you use another recreational facility? Yes No

Why: _____

2. What are the best ways for you to learn about Recreation programming and events? Please check all that apply.

- | | |
|--|--|
| <input type="checkbox"/> Leisure Activities Guide | <input type="checkbox"/> local newspapers |
| <input type="checkbox"/> recreation/city staff | <input type="checkbox"/> cable TV local access channel |
| <input type="checkbox"/> City of Bellaire website | <input type="checkbox"/> flyers at the Recreation Center |
| <input type="checkbox"/> flyers at schools, library, City Hall | |
| <input type="checkbox"/> Facebook | <input type="checkbox"/> City's online calendar |
| <input type="checkbox"/> Signs outside Recreation Center | <input type="checkbox"/> posters around town |
| <input type="checkbox"/> banners on the esplanade | <input type="checkbox"/> email notifications |
| <input type="checkbox"/> friends and neighbors | |
| <input type="checkbox"/> Other: _____ | |

3. If you have visited the Bellaire Recreation Center in the last six months, what were the main reasons for your visit(s)? Please check all that apply.

- | | |
|--|--|
| <input type="checkbox"/> fitness room | <input type="checkbox"/> Jazzercise |
| <input type="checkbox"/> open gym | <input type="checkbox"/> attend a meeting |
| <input type="checkbox"/> reserve tennis court | <input type="checkbox"/> attend birthday party |
| <input type="checkbox"/> reserve facility rental | <input type="checkbox"/> children's class/program |
| <input type="checkbox"/> reserve pool party | <input type="checkbox"/> adult class/program |
| <input type="checkbox"/> adult basketball league | <input type="checkbox"/> get specific questions answered |
| <input type="checkbox"/> attend an event | <input type="checkbox"/> register program/membership |
| <input type="checkbox"/> other (please specify) | |

4. Please rate your overall satisfaction in each of the following areas: (very satisfied, 2 satisfied, 3 unsatisfied, 4 very unsatisfied, 5 don't know)

- | | | | | | |
|--------------------------------------|---|---|---|---|---|
| a. Helpfulness of front desk staff | 1 | 2 | 3 | 4 | 5 |
| b. Knowledge of front desk staff | 1 | 2 | 3 | 4 | 5 |
| c. Courteousness of front desk staff | 1 | 2 | 3 | 4 | 5 |
| d. Overall service | 1 | 2 | 3 | 4 | 5 |
| e. Hours of Recreation Center | 1 | 2 | 3 | 4 | 5 |
| f. Upkeep of Recreation Center | 1 | 2 | 3 | 4 | 5 |
| g. Other comments: | 1 | 2 | 3 | 4 | 5 |

5. What is your level of desire for the current programs/features we offer at the Bellaire Recreation Center: (1 just right, 2 need broader selection, 3 don't use, 4 didn't know you had this)

a. Adult exercise class	1	2	3	4
b. Adult informational classes	1	2	3	4
c. Fitness room	1	2	3	4
d. Open gym	1	2	3	4
e. Adult athletic leagues	1	2	3	4
f. Youth athletic leagues/programs	1	2	3	4
g. Youth informational classes	1	2	3	4
h. Youth dance	1	2	3	4
i. Youth gymnastics	1	2	3	4
j. Special events i.e. July 4th Parade & Festival	1	2	3	4
k. Senior adult exercise classes	1	2	3	4
l. Senior adult informational classes	1	2	3	4
m. Cultural activities	1	2	3	4
n. Free activities i.e. The Great Pumpkin Hunt	1	2	3	4
o. Music classes	1	2	3	4
p. Tennis court rentals	1	2	3	4
q. Facility/Pool rentals	1	2	3	4
r. Camp Paseo/Winter Day Camp	1	2	3	4
s. Specialty camps i.e. Camp Tie Dye	1	2	3	4
t. Online registration	1	2	3	4
u. Current registration process	1	2	3	4
v. After school programs	1	2	3	4
w. Other (please clarify)				

6. This question will help us learn what services you are accessing from your home or office: Have you:

a. Used bellairereg.com to register for a class/program/camp	Yes	No
b. Used bellairereg.com to reserve a tennis court	Yes	No
c. Registered for a class/or program by phone	Yes	No
d. Reserved a tennis court by phone	Yes	No

7. Overall, how important is the Bellaire Recreation Center to you?

Very Important Somewhat important

Not very important Not important

8. What do you believe are the three most important services, products or programming that the Bellaire Recreation Center currently offers?

1st Choice

2nd Choice

3rd Choice

9. What recreational programs or facilities would you like The City to offer that is not currently offered?

10. What suggestions do you have for improving Bellaire Recreation Center services?

C. Demographic Questions

1. Are you: Male Female

2. Age range: 6&under 19-24
 7-12 25-34
 13-15 35-64
 16-18 65+

3. How many children are living in your household?
 3& under 13-15
 4-6 16-18
 7-12 No Children in household

4. Are there other adults living in your household? Yes No

5. Please check the category(ies) which best describe(s) you. Circle all that apply.

Full time student	At home parent
Part time student	Currently unemployed
Work full time	Retired
Work part time	Caretaker

6. Are you a Bellaire resident? Yes No

7. Do you live inside or outside Loop 610? Inside Outside

8. How long have you been using the Bellaire Recreation Center?
 Never 1-5 years
 6-10 years Less than one year
 More than 10 years

Would you be interested in someone from Bellaire Parks and Recreation contacting you?

If yes, please provide contact information:

Name _____

Phone _____

Email _____

This survey is also available online at SurveyMonkey.com, the Bellaire Recreation Center, Bellaire City Hall, in the Leisure Activities Guide and a downloadable version online at www.ci.bellaire.tx.us.

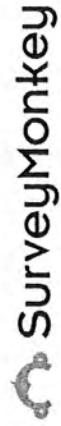
Please return the completed survey to:

Bellaire Parks and Recreation
 7008 South Rice Ave
 Bellaire, TX 77401
 Fax: 713-662-8295

Survey deadline is March 31, 2012.

Thank you for taking part in this survey.

Bellaire Parks and Recreation Survey



1. From the list provided please choose what you feel are the top 10 facility/park needs of the City as a whole. Please rate your 10 choices in order of 1 to 10, with 1 being the most needed.











	1 Most Needed	2	3	4	5	6	7	8	9	10	N/A	Rating Average	Response Count
Additional sports	19.2% (10)	7.7% (4)	3.8% (2)	11.5% (6)	9.6% (5)	1.9% (1)	3.8% (2)	9.6% (5)	11.5% (6)	17.3% (9)	3.8% (2)	5.54	52
Animals	11.1% (5)	8.9% (4)	6.7% (3)	8.9% (4)	17.8% (8)	0.0% (0)	6.7% (3)	6.7% (3)	8.9% (4)	17.8% (8)	6.7% (3)	5.69	45
Amphitheater	11.8% (9)	13.2% (10)	7.9% (6)	14.5% (11)	9.2% (7)	7.9% (6)	9.2% (7)	7.9% (6)	10.5% (8)	5.3% (4)	2.6% (2)	5.01	76
Art	4.1% (3)	2.7% (2)	6.8% (5)	9.6% (7)	16.4% (12)	13.7% (10)	12.3% (9)	4.1% (3)	12.3% (9)	13.7% (10)	4.1% (3)	6.26	73
Baseball fields	21.4% (12)	7.1% (4)	10.7% (6)	8.9% (5)	8.9% (5)	10.7% (6)	7.1% (4)	7.1% (4)	5.4% (3)	12.5% (7)	0.0% (0)	4.93	56
Covered pavilions	21.6% (25)	17.2% (20)	6.9% (8)	10.3% (12)	9.5% (11)	4.3% (5)	6.0% (7)	6.0% (7)	10.3% (12)	6.9% (8)	0.9% (1)	4.48	116
Fitness trail	23.4% (40)	19.9% (34)	14.0% (24)	9.4% (16)	10.5% (18)	4.7% (8)	5.8% (10)	4.1% (7)	6.4% (11)	1.2% (2)	0.6% (1)	3.69	171
Food facilities	7.8% (5)	14.1% (9)	12.5% (8)	12.5% (8)	10.9% (7)	10.9% (7)	4.7% (3)	4.7% (3)	3.1% (2)	14.1% (9)	4.7% (3)	5.07	64
Gardens (floral or produce)	15.9% (23)	14.5% (21)	19.3% (28)	13.1% (19)	2.8% (4)	11.7% (17)	6.9% (10)	9.0% (13)	3.4% (5)	3.4% (5)	0.0% (0)	4.25	145

Golf holes	7.9% (3)	5.3% (2)	10.5% (4)	10.5% (4)	5.3% (2)	15.8% (6)	7.9% (3)	7.9% (3)	15.8% (6)	5.3% (2)	5.92	38
Handball, racquetball courts	2.8% (1)	5.6% (2)	5.6% (2)	13.9% (5)	8.3% (3)	11.1% (4)	19.4% (7)	8.3% (3)	19.4% (7)	2.8% (1)	6.17	36
Indoor basketball facilities	7.9% (3)	5.3% (2)	10.5% (4)	10.5% (4)	10.5% (4)	10.5% (4)	10.5% (4)	15.8% (6)	7.9% (3)	7.9% (3)	5.73	38
Meditation areas	2.5% (2)	14.8% (12)	13.6% (11)	7.4% (6)	18.5% (15)	7.4% (6)	7.4% (6)	11.1% (9)	8.6% (7)	4.9% (4)	5.27	81
Natural water features/structures	4.0% (5)	11.2% (14)	11.2% (14)	19.2% (24)	16.0% (20)	7.2% (9)	7.2% (9)	5.6% (7)	8.0% (10)	8.8% (11)	5.24	125
Nature study area	10.8% (9)	8.4% (7)	10.8% (9)	6.0% (5)	13.3% (11)	15.7% (13)	8.4% (7)	15.7% (13)	6.0% (5)	2.4% (2)	5.20	83
Open fields	8.6% (9)	12.4% (13)	9.5% (10)	10.5% (11)	8.6% (9)	13.3% (14)	13.3% (14)	9.5% (10)	6.7% (7)	6.7% (7)	5.28	105
Outdoor basketball facilities	0.0% (0)	10.9% (5)	10.9% (5)	2.2% (1)	13.0% (6)	13.0% (6)	17.4% (8)	6.5% (3)	8.7% (4)	17.4% (8)	6.33	46
Outdoor group exercise areas	2.3% (2)	8.1% (7)	7.0% (6)	12.8% (11)	10.5% (9)	10.5% (9)	16.3% (14)	7.0% (6)	11.6% (10)	10.5% (9)	6.06	86
Picnic tables	1.9% (2)	9.3% (10)	9.3% (10)	9.3% (10)	9.3% (10)	14.8% (16)	9.3% (10)	11.1% (12)	12.0% (13)	13.0% (14)	6.18	108
Playgrounds, equipped	13.2% (14)	9.4% (10)	12.3% (13)	10.4% (11)	15.1% (16)	9.4% (10)	11.3% (12)	9.4% (10)	4.7% (5)	3.8% (4)	4.82	106
Skate park	8.7% (4)	8.7% (4)	13.0% (6)	8.7% (4)	8.7% (4)	10.9% (5)	2.2% (1)	13.0% (6)	8.7% (4)	13.0% (6)	5.61	46
Soccer/football fields	7.7% (5)	7.7% (5)	9.2% (6)	6.2% (4)	4.6% (3)	9.2% (6)	13.8% (9)	15.4% (10)	16.9% (11)	9.2% (6)	6.18	65

Softball fields	2.8% (1)	13.9% (5)	13.9% (5)	2.8% (1)	13.9% (5)	8.3% (3)	13.9% (5)	11.1% (4)	2.8% (1)	2.8% (1)	5.37	36
Tennis courts	3.3% (2)	6.7% (4)	8.3% (5)	10.0% (6)	6.7% (4)	11.7% (7)	11.7% (7)	11.7% (7)	13.3% (8)	1.7% (1)	6.39	60
Trail miles/multi-use	21.1% (39)	13.5% (25)	15.7% (29)	9.7% (18)	9.7% (18)	7.6% (14)	7.0% (13)	5.4% (10)	4.3% (8)	5.4% (10)	4.16	185
Volleyball courts	4.0% (2)	6.0% (3)	8.0% (4)	6.0% (3)	8.0% (4)	12.0% (6)	12.0% (6)	14.0% (7)	12.0% (6)	18.0% (9)	6.60	50
Other (please specify)												41
answered question												254
skipped question												47

2. The following is a list of the City parks and recreational facilities. Please check the parks or facilities that you have visited within the last 12 months.

	Response Percent	Response Count
Bellaire Recreation Center <input type="checkbox"/>	79.2%	229
Bellaire-Zindler Park <input type="checkbox"/>	23.5%	68
Bellaire Town Square Family Aquatic Center <input type="checkbox"/>	59.2%	171
Bellaire Tennis Courts <input type="checkbox"/>	17.6%	51
Elaine Wood Therapy Pool <input type="checkbox"/>	13.8%	40
Evergreen Park <input type="checkbox"/>	54.0%	156
Evergreen Pool <input type="checkbox"/>	38.4%	111
Feld Park <input type="checkbox"/>	22.5%	65
Feld Tennis Courts <input type="checkbox"/>	4.8%	14
Holly Street Trail <input type="checkbox"/>	10.7%	31
Joe Gaither Park <input type="checkbox"/>	2.8%	8
Jessamine Field <input type="checkbox"/>	23.9%	69
Lafayette Park <input type="checkbox"/>	17.0%	49
Lafayette Athletic Field <input type="checkbox"/>	6.9%	20
Locust Park <input type="checkbox"/>	4.8%	14

Loftin Park		21.8%	63
Mulberry Park		16.6%	48
Mulberry Athletic Field		6.6%	19
Mulberry Tennis Courts		8.0%	23
Nature Discovery Center		48.8%	141
Newcastle Trail		36.7%	106
Paseo Park		19.4%	56
Russ Pitman Park		36.3%	105
Vic Driscoll Park		2.8%	8
Ware Family Park		4.5%	13
Not familiar with any/do not use		1.4%	4
answered question			289
skipped question			12

3. From the previous question, please list the top five park/facilities that you use most often in order from 1 to 5.

	Response Percent	Response Count
1	100.0%	255
2	87.8%	224
3	76.1%	194
4	63.9%	163
5	50.6%	129
	answered question	255
	skipped question	46

4. Please check the level of priority which should be given by the City to the following projects. (1 being highest priority and 4 being lowest priority)

	1	2	3	4	Rating Average	Response Count
Provide more lighted ball fields	12.8% (24)	18.6% (35)	28.2% (53)	40.4% (76)	2.96	188
Provide more trails (hiking, biking, jogging)	55.6% (139)	24.0% (60)	9.2% (23)	11.2% (28)	1.76	250
Develop more neighborhood parks	23.9% (53)	20.3% (45)	30.6% (68)	25.2% (56)	2.57	222
Develop larger park facilities	15.3% (30)	23.0% (45)	32.1% (63)	29.6% (58)	2.76	196
Spend more time/money beautifying the City	35.5% (77)	25.8% (56)	25.8% (56)	12.9% (28)	2.16	217
Acquire additional parkland for the City	20.6% (44)	24.8% (53)	26.6% (57)	28.0% (60)	2.62	214
Develop larger sports complexes for baseball, softball and soccer	18.2% (35)	14.6% (28)	26.0% (50)	41.1% (79)	2.90	192
Spend more time/money developing and maintaining existing facilities	51.0% (127)	26.5% (66)	15.3% (38)	7.2% (18)	1.79	249
				answered question		280
				skipped question		21

5. What would you like to see in Bellaire's newest park, Evelyn's Park, located at Bellaire Blvd. & Newcastle?

	Response Count
	221
answered question	221
skipped question	80

6. How often do you visit the Bellaire Recreation Center?

	Response Percent	Response Count
More than once per week	27.9%	81
Weekly	8.3%	24
Twice per week	7.9%	23
Monthly	17.9%	52
Seldom	30.3%	88
Not at all	11.4%	33
answered question		290
skipped question		11

7. If not at all, do you use another recreational facility?

	Response Percent	Response Count
Yes	42.3%	55
No	58.5%	76
	Why?	71
	answered question	130
	skipped question	171

8. What are the best ways for you to learn about Recreation programming and events? Please check all that apply.

	Response Percent	Response Count
Leisure Activities Guide	73.9%	209
Recreation/City staff	19.8%	56
City of Bellaire website	45.6%	129
Flyers at schools/library/City Hall	16.6%	47
Facebook	11.3%	32
Signs outside Recreation Center	22.3%	63
Banners on the esplanade	24.4%	69
Friends and neighbors	25.8%	73
Local newspapers	31.8%	90
Cable TV local access channel	2.8%	8
Flyers at the Recreation Center	16.6%	47
City's on line calendar	15.2%	43
Posters around town	15.5%	44
Email notifications	40.6%	115
Other (please specify)		19
answered question		283

skipped question 18

9. If you have visited the Bellaire Recreation Center in the last six months, what were the main reasons for your visit(s)?
Check all that apply.

	Response Percent	Response Count
Fitness room <input type="checkbox"/>	27.7%	64
Open Gym <input type="checkbox"/>	7.4%	17
Reserve tennis court <input type="checkbox"/>	5.2%	12
Reserve facility rental <input type="checkbox"/>	1.3%	3
Reserve pool party <input type="checkbox"/>	4.3%	10
Adult basketball league <input type="checkbox"/>	1.7%	4
Attend an event <input type="checkbox"/>	22.1%	51
Jazzercise <input type="checkbox"/>	9.5%	22
Attend a meeting <input type="checkbox"/>	12.6%	29
Attend birthday party <input type="checkbox"/>	7.8%	18
Children's class/program <input type="checkbox"/>	22.9%	53
Adult class/program <input type="checkbox"/>	17.3%	40
Get specific questions answered <input type="checkbox"/>	16.0%	37
Register program/membership <input type="checkbox"/>	29.9%	69

answered question 231

skipped question 70

10. Please rate your overall satisfaction in each of the following areas:

	Very Satisfied	Satisfied	Unsatisfied	Very Unsatisfied	Don't Know	Rating Average	Response Count
Helpfulness of front desk staff	45.7% (118)	36.8% (95)	7.8% (20)	2.3% (6)	7.4% (19)	1.89	258
Knowledge of front desk staff	38.8% (99)	41.6% (106)	8.2% (21)	2.7% (7)	8.6% (22)	2.01	255
Courteousness of front desk staff	48.0% (123)	34.8% (89)	7.0% (18)	3.1% (8)	7.0% (18)	1.86	256
Overall service	42.3% (107)	41.5% (105)	8.3% (21)	1.6% (4)	6.3% (16)	1.88	253
Hours of Recreation Center	34.8% (86)	41.3% (102)	8.5% (21)	3.2% (8)	12.1% (30)	2.17	247
Upkeep of Recreation Center	27.8% (67)	40.7% (98)	13.3% (32)	7.5% (18)	10.8% (26)	2.33	241
Other (please specify)							29

answered question 258

skipped question 43

11. What is your level of desire for the current programs/features we offer at the Bellaire Recreation Center?



	1 Just Right	2 Need Broader Selection	3 Don't Use	4 Didn't Know You Had This	Rating Average	Response Count
Adult exercise class	25.1% (60)	28.5% (68)	41.0% (98)	5.4% (13)	2.27	239
Adult informational class	15.6% (35)	20.5% (46)	50.4% (113)	13.4% (30)	2.62	224
Fitness room	20.9% (49)	26.1% (61)	48.3% (113)	4.7% (11)	2.37	234
Open gym	23.0% (50)	6.9% (15)	64.1% (139)	6.0% (13)	2.53	217
Adult athletic leagues	15.7% (34)	12.4% (27)	59.4% (129)	12.4% (27)	2.69	217
Youth athletic leagues/programs	32.7% (71)	13.8% (30)	48.8% (106)	4.6% (10)	2.25	217
Youth informational classes	17.0% (36)	11.8% (25)	63.7% (135)	7.5% (16)	2.62	212
Youth dance	12.1% (26)	9.3% (20)	69.6% (149)	8.9% (19)	2.75	214
Youth gymnastics	16.0% (34)	8.0% (17)	66.7% (142)	9.4% (20)	2.69	213
Special events (July 4th Parade & Festival, Holiday in the Park, Trolley Run, etc.)	64.7% (145)	12.1% (27)	17.9% (40)	5.4% (12)	1.64	224
Senior adult exercise classes	15.7% (35)	11.2% (25)	66.8% (149)	6.3% (14)	2.64	223
Senior adult informational classes	10.0% (22)	11.9% (26)	68.5% (150)	9.6% (21)	2.78	219
Cultural activities	17.4% (37)	20.7% (44)	44.1% (94)	17.8% (38)	2.62	213
Free activities (The Great Pumpkin Hunt, etc.)	32.7% (72)	16.8% (37)	36.8% (81)	13.6% (30)	2.31	220
Music classes	8.8% (19)	14.0% (30)	59.5% (128)	17.7% (38)	2.86	215

Tennis court rentals	22.3% (47)	10.0% (21)	63.0% (133)	4.7% (10)	2.50	211
Facility/Pool rentals	46.7% (98)	7.1% (15)	41.0% (86)	5.2% (11)	2.05	210
Camp Paseo/Winter Day Camp	29.1% (62)	6.1% (13)	58.2% (124)	6.6% (14)	2.42	213
Specialty camps (Camp Tie Dye, Camp Tumble Bear, Mad Science, Lego etc.)	29.1% (62)	5.2% (11)	56.3% (120)	9.4% (20)	2.46	213
Online registration	39.5% (85)	10.7% (23)	39.5% (85)	10.2% (22)	2.20	215
Current registration process	44.4% (96)	16.2% (35)	32.4% (70)	6.9% (15)	2.02	216
After school programs	11.2% (22)	13.7% (27)	62.9% (124)	12.2% (24)	2.76	197
Other (please specify)						16
answered question						259
skipped question						42



12. Have you used bellairereg.com to register for a class/program/camp?

	Response Percent	Response Count
Yes	27.1%	73
No	72.9%	196
answered question		269
skipped question		32

13. Have you used bellairereg.com to reserve a tennis court?

	Response Percent	Response Count
Yes 	4.5%	12
No 	95.5%	257
	answered question	269
	skipped question	32

14. Have you registered for a class/program by phone?

	Response Percent	Response Count
Yes 	19.9%	54
No 	80.1%	217
	answered question	271
	skipped question	30

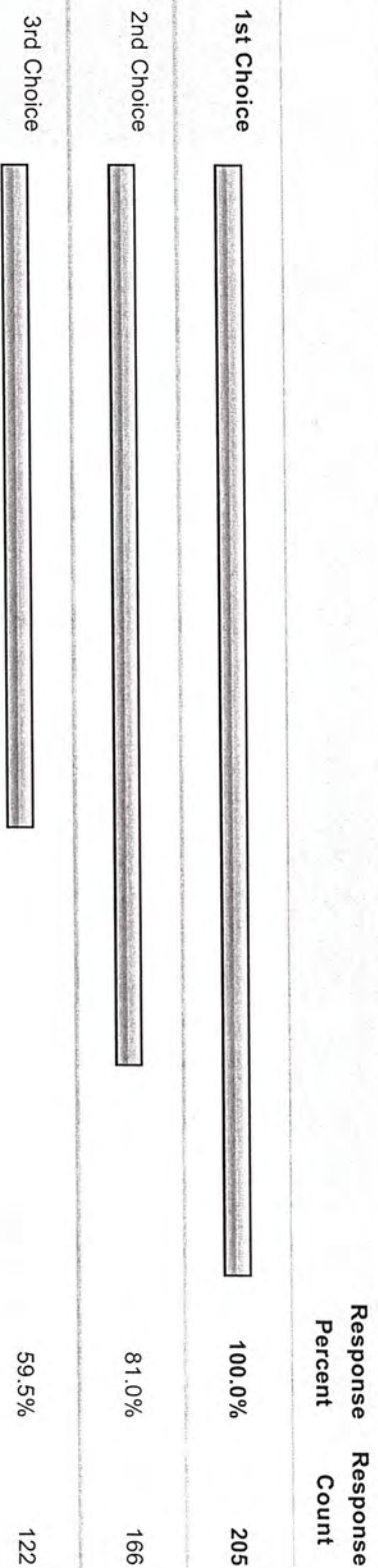
15. Have you reserved a tennis court by phone?

	Response Percent	Response Count
Yes	7.5%	20
No	92.5%	245
answered question		265
skipped question		36

16. Overall, how important is the Bellaire Recreation Center to you?

	Response Percent	Response Count
Very Important	50.0%	142
Somewhat Important	32.7%	93
Not Very Important	10.9%	31
Not Important	6.3%	18
answered question		284
skipped question		17

17. What do you believe are the three most important services, products or programming that the Bellaire Recreation Center currently offers?



answered question 205

skipped question. 96

18. What recreational programs or facilities would you like the City to offer that is not currently offered?

	Response Count
answered question	113
skipped question	188

19. What suggestions do you have for improving Bellaire Recreation Center services?

Response Count	
129	
answered question	129
skipped question	172

20. Are you male or female?

Response Percent	Response Count	
27.1%	77	Male
72.9%	207	Female
answered question	284	
skipped question	17	

21. Which category below includes your age?

	Response Percent	Response Count
6 & under	0.0%	0
7-12	0.3%	1
13-15	0.0%	0
16-18	1.4%	4
19-24	1.7%	5
25-34	6.2%	18
35-64	72.9%	212
64 & older	17.5%	51
answered question		291
skipped question		10

22. How many children are living in your household?

		Response Percent	Response Count
Ages 3 & Under		21.1%	59
Ages 4-6		16.8%	47
Ages 7-12		26.9%	75
Ages 13-15		9.3%	26
Ages 16-18		11.8%	33
No children in household		44.4%	124
answered question			279
skipped question			22



23. Are there other adults living in your household?

		Response Percent	Response Count
	Yes	85.3%	237
	No	14.7%	41
If yes, how many?			113
answered question			278
skipped question			23



24. Please check the category(ies) which best describe(s) you. Check all that apply.

	Response Percent	Response Count
Full time student <input type="checkbox"/>	4.5%	13
Part time student <input type="checkbox"/>	0.7%	2
Work full time <input type="checkbox"/>	40.8%	118
Work part time <input type="checkbox"/>	17.3%	50
At home parent <input type="checkbox"/>	19.7%	57
Currently unemployed <input type="checkbox"/>	3.1%	9
Retired <input type="checkbox"/>	22.5%	65
Caretaker <input type="checkbox"/>	1.7%	5
answered question		289
skipped question		12

25. Are you a Bellaire resident?

Response		Response Count
Yes		239
No		50
answered question		289
skipped question		12

26. Do you live inside or outside of Loop 610?

Response		Response Count
Inside Loop 610		138
Outside Loop 610		150
answered question		288
skipped question		13

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28. Are you interested in someone from the Bellaire Recreation Center contacting you? If yes, please provide contact information below.

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APPENDIX C: FOCUS GROUP RESULTS



Bellaire Parks & Recreation Master Plan

Special Focus Group Meeting June 5, 2013

6 – 8 P.M.

CenterPoint Energy Conference Center – 7001 Fifth Street

Public Welcome. Written comments may be submitted to the attention of the Parks & Recreation Advisory Board in care of Jane Dembski, Director of Parks & Recreation by the following means: By mail: City of Bellaire, 7008 S. Rice Ave., Bellaire, Texas 77401; by delivery: Recreation Center 7008 Fifth St.; By email to jdembski@ci.bellaire.tx.us. All comments are due by noon on June 5, 2013.

Bellaire Parks and Recreation
713-662-8280
www.ci.bellaire.tx.us

Bellaire Parks and Recreation Master Plan **Update – Focus Group Report**

The City of Bellaire

Bellaire, Texas

June, 2013

CCA Project No. 113-028

Clark Condon Associates
10401 Stella Link Road
Houston, Texas 77025

Bellaire Parks and Recreation Master Plan Update – Focus Meeting**TABLE OF CONTENTS**

- I. Summary
- II. Analysis
- III. Notes
- IV. Sign in Sheet

Bellaire Parks and Recreation Master Plan Update – Focus Group Summary

The City of Bellaire held a Parks and Recreation focus group meeting June 5, 2013. The intent of the meeting was to encourage the community to voice their opinions and ideas for the future of the Bellaire Parks Master Plan Update. The discussion generated was both exciting and thoughtful.

Clark Condon Associates has categorized the many ideas generated and further summarized the wants and needs the community has identified for the City of Bellaire. The findings are as outlined below.

The topic of **Community Activities and Events** was the most discussed, mentioned a total of 21 times. The general consensus from the group was the desire to provide more multi-generational and multi-cultural activities and events that would foster a sense of community. Ideas ranged from food trucks in parks to block parties and community-wide festivals. Festivals, in particular, were highly discussed. Comparisons were made to the well-known Houston International Festival encouraging the idea for international, cultural, art and historical festivals. Bellaire, specifically, could be highlighted through the implementation of a Trolley Festival honoring the city's historical past.

Teen Age Group Activities and Programming was the second most talked about topic of the evening, mentioned 12 times. The public felt that young children and senior programming and recreation was well accounted for and very popular. Teens, however, fall in a middle ground that is often difficult to program effectively. When asked what type of recreation and programs they would like to have available to teens, ideas such as WiFi in parks, Frisbee golf, and concerts were mentioned. As an alternative to recreational and park activities, service and community programming was offered as a possibility in generating programs such as "Teens for Service" to get teens more active in the community and provide educational opportunities as well.

Recreational Facilities were mentioned 10 times and was both discussed and debated. Evergreen Park was praised for its successful mix of child play equipment and safety in the form of fencing; it was noted that this park is so successful that it is often over crowded. The community discussed the need for more open green space that could serve a multitude of

sports, competitive games, and general recreation. On the other hand, some participants voiced the need for more passive, quiet, calming spaces to escape the hectic sports lifestyle.

Many community members recognized the opportunity for Bellaire to expand their **public education programs and educational partnerships**. Nature and wildlife centers offer a nice way to create an educational outdoor environment. The existing City Library was mentioned as having the possibility of transforming into an “educational center” for the public. Beyond creating educational facilities, the idea of partnering with existing schools and colleges was discussed as a way of providing continuing education for adults and seniors alike.

Trails and Connectivity, previously named the number one need in Bellaire, was not forgotten at the June 5th meeting. Mentioned 8 times, the public repeated the need for more trail connectivity between parks, better accommodations for bike riders, and the possibility of connecting to Braes Bayou as well and the greater Houston area beyond.

Adult Age Group Programming was mentioned seven times. Activity suggestions such as tennis, dance, and fitness classes were brought up as ways to involve the adult community. It was also felt that adults would like the opportunity for a mix of sun and shade areas in parks for passive activities.

Community Identity was an important topic of the evening. The attendees felt that the parks and the City itself need a better sense of place which could be created with community gateways, standardized park signage, and wayfinding signage in the community.

Another topic that was mentioned repeatedly was **Public Relations and Marketing**. Not only can the City promote itself through the parks system, but there is an opportunity for community outreach. Some of the attendees were surprised to learn of certain programs and activities that the Parks Department has in place and it was felt that a greater effort at marketing the programs and activities to the community could promote usership.

Water in parks was also discussed. Ideas included passive and educational activities promoted by ponds or lakes, Splash Pads for active play and extension of the pool season, and basic comforts such as hydration stations.

And finally, **General Safety** was a topic of concern. This extended from safer trail connections to fencing at playgrounds. While not mentioned extensively, this was a topic that the attendees agreed were of utmost importance.

At the conclusion of the meeting it was mentioned that there was the opportunity for additional park space at Evergreen Park with the removal of City utility facilities. As the City moves forward, they should look at other areas where park space could be made available especially in the Southwest quadrant of the city which was noted as being underserved by parks. There are also many opportunities for partnership with local schools and recreation businesses that may be considered in meeting the future Parks and Recreation needs of the community.

Bellaire Parks and Recreation Master Plan Update – Focus Group Analysis

I. Promote Sense of Community: Through Multigenerational Activities and Events

- A. Mentioned **21** times
- B. Topics of discussion (in no particular order)
 - Contests and Events
 - Block Parties
 - Opportunities for all age groups
 - Multi-generational Recreation
 - Food – Cafes in Parks
 - Food Trucks
 - Cupcake Truck
 - Gathering Spaces
 - Skills tournament recreation
 - Welcome feeling
 - Sense of community
 - Family programs
 - Holiday events – Halloween
 - Farmer's Market
 - Community garden
 - Houston International Festival
 - Trolley festival
 - Art festival
 - Cultural programming – international festivals
 - Festivals
 - Contests

II. Teen Age Group Programming and Recreation

- A. Mentioned **12** times
- B. Topics of discussion (in no particular order)
 - Older children/teen programming
 - Frisbee golf
 - Mobile hot spots
 - Teens

- Recreation center
- WiFi
- Picnic in the park
- Service programs
- “Teens for Service”
- Community service
- Music/concerts
- Frisbee golf

III. Recreational Facilities

- A. Mentioned **10** times
- B. Topics of discussion (in no particular order)
 - Evergreen play equipment
 - Outdoor board games
 - Sports Fields
 - Regional facilities
 - Open fields – multi-use
 - Basketball courts
 - Passive recreation – cool, quiet, relaxing
 - Competitive sports fields
 - Green space – open space
 - City facilities

IV. Education and Educational Partnerships

- A. Mentioned **8** times
- B. Topics of discussion (in no particular order)
 - Wildlife habitat and education
 - Native plant education
 - Library as education center
 - Discovery Center
 - Education
 - Education partnerships
 - Continuing education
 - Partnerships with school programs

V. Trails and Connectivity

- A. Mentioned **8** times
- B. Topics of discussion (in no particular order)
 - Trail study
 - Bike trails - #1 need
 - Connectivity
 - Connectivity to the Bayou
 - Bike share program
 - Sidewalks
 - Dog walking
 - Trail connections to existing parks

VI. Adult Age Group Programming and Recreation

- A. Mentioned **7** times
- B. Topics of discussion (in no particular order)
 - Adults
 - Tennis
 - Dance
 - Exercise
 - Fitness classes
 - Adult programming
 - Mix of sun and shade

VII. Community Identity and Wayfinding

- A. Mentioned **6** times
- B. Topics of discussion (in no particular order)
 - Identity
 - Sense of Place
 - Example: Museum District
 - Signage
 - Gateways
 - Redesign of current wayfinding

VIII. Public Relations and Marketing

- A. Mentioned **4** times
- B. Topics of discussion (in no particular order)
 - City promotion through park systems
 - Regional promotion
 - Public relations
 - Community outreach

IX. Water

- A. Mentioned **4** times
- B. Topics of discussion (in no particular order)
 - Passive and Active uses for water
 - Ponds and fountains
 - Spray grounds
 - “Hydration Station”

X. General Safety

- A. Mentioned **3** times
- B. Topics of discussion (in no particular order)
 - Fencing at areas dedicated to young children
 - Safety for children
 - Walkability - safety



CLARK CONDON
ASSOCIATES
LANDSCAPE ARCHITECTURE

MEETING NOTES

MEETING DATE: June 5, 2013

ISSUE DATE: June 7, 2013

PROJECT: Bellaire Parks MP Update Focus Group

CCA PROJECT No: 113-028

ATTENDEES: See attached Sign In Sheet

DISTRIBUTION: City of Bellaire, file

Outreach Meeting

Pre-K fencing
Safety for young kids
Evergreen play equipment
Wildlife
Native plants
Library as education center
Quality of life
Water - passive and active - ponds, fountains
Spraygrounds
Hydration station
Outdoor board games
Contests, events, skills tournaments - Bocce ball
Block parties
Senior group - continuing programs
Multigenerational
Walkability - safety
Therapy pool
Fields
Regional facilities
Open fields - multi-use
Basketball courts
City promotion through parks
Older children/teens
Parking
Meditation
Discovery center
Education
Adults - tennis, dance
Education partnerships
All age groups
Food - cafe
Foot trucks
Cupcake truck



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 LANDSCAPE ARCHITECTURE

Cool, quiet, relax, art, passive
 Seniors
 Trail study
 Bike trails - #1 need
 Connectivity
 Bayou
 Adult programming
 Frisbee golf
 Mobile hot spots
 Mix of shade and sun
 Teens - rec center, wifi, picnic in the park
 Service programs
 Teens for service
 Community service
 Music - concerts
 Gathering spaces
 Public forum
 Movie night
 Frisbee golf
 Welcome feeling
 Bike share
 Western side of city
 Northwest side in need
 Sidewalks
 Dog walking
 Trails connection parks
 Sense of community
 Family programs
 Holiday events - Halloween
 Competitive field sports
 Green space
 Continuing educational
 Regional promotion
 PR
 Community outreach
 Farmer's market
 Community garden
 Partnership with schools programs
 Adults - basketball, exercise, classes, fitness
 Identity
 Sense of place
 Museum district
 Houston Festival - themes, international
 Trolley festival
 Art festival
 Pedestrian safety

10401 Stella Link Road Houston, Texas 77025
 TEL 713.871.1414 FAX 713.871.0888
 www.clarkcondon.com



CLARK CONDON
ASSOCIATES
LANDSCAPE ARCHITECTURE

Signage - gateways
Cultural programming
Festivals
Contests
Child involvement
City facilities
Redesign - wayfinding

END OF NOTES

Should any recipients find the information herein incorrect please, contact us immediately at 713-871-1414.

APPENDIX D: MATRIX OF FUTURE PARK IMPROVEMENTS

Bellaire Master Plan Matrix

	Project Summary	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024
Bellaire Town Square	Evaluate status of park after construction of Municipal Facilities, update and revise park master plan if necessary, Implement park improvements based upon evaluation of Master Plan										
Bellaire Family Aquatic Center	South deck improvements - concrete										
	North deck improvements - wood/recycled plastic deck										
	Replace play structure in recreation pool										
	Install drainage at rock area at big slide										
	Install shade cover over water fall and replace existing shade canopies										
	Installation of security cameras										
	Install cabanas along wood deck										
Bellaire Zindler	Upgrade and automate ball field poles and lights										
	Upgrade and automate tennis court lights										
	Netting of right field										
Recreation Center	Construction design phase										
	Construction upgrades: lobby, showers, bathroom, floors, ceiling, doors, etc.										
Driscoll	Add Lighting to path										
	Perimeter fencing west and east end & landscaping entry										
Evelyn's	5 acre park being master planned and developed by Conservancy										
Evergreen	Master Plan (includes previous water tank land)										
	Phase 1 design- Pool Area and parking lot										
	Phase 1 construction										
	Phase 2 design- general park areas										
	Phase 2 construction										
Feld	Master Plan										
	Refurbish parking lot										
	Replace ball field fence and light system										
	Upgrade tennis center fencing and lighting system										
	Continue perimeter black aluminum fencing										
	Irrigation upgrade										
	Park lighting										
	Sidewalk replacement & reconstruction of concrete behind backstop										
	Replace playground equipment and site amenities										
Joe Gaither	Replace playground equipment and site amenities										
	Shade cover over playground equipment										
	Perimeter fencing at park										
Lafayette	Phase 1 improvements: playground, fence, irrigation, grounds, dog park, landscaping, benches, tables, etc.										
	Permanent restroom design										
	Restroom Construction										
Locust	Improve landscaping at cul-de-sac										
Loftin	Replace Playground Equipment										
	Shade cover over playground equipment and Entry Arch into playground										
	Perimeter fencing along west half of park										
	Irrigation system										
Mulberry	Upgrade and automate tennis lights										
	Replace tennis fencing										
	Upgrade and automate ball field lights										
	Shade cover over playground equipment										
	Replace playground equipment										
Paseo	Install dog waste receptacles and dog water fountain										
	Trolley Esplanade Renovation- confirm master plan and develop construction drawings										
	Trolley Esplanade Renovation - Implementation of Plan: demolition, drainage, pole lights, site lighting, interpretive graphics, festival lights, low wall with graphics, trolley tracks pattern, bollards, special paving at trolley turn table, special paving at entry and central plaza, sidewalks, curb ramps, fencing, trees, ornamental trees, shrubs, groundcover sod, irrigation, lift and level trolley slob										
Russ Pitman	Gateway Plan as first Phase of an overall plan as per NDC										
	Upgrade parking lot lights										
	Replace fire alarm system										
	Perimeter fencing										
Ware	Small picnic pavilion										
	Perimeter fencing										
	Shade cover for playground equipment										
	Replace playground equipment										
Newcastle	Re-construct trail from Bellaire to Glenmont - concrete - PW										
	Pedestrian trail light design and construction drawings										
	Pedestrian trail lights and landscaping										
	Add Doggie Waste Stations & Trash Receptacles										
Holly Trail	Master Plan with Phases:										
	Phase 1										
	Phase 2										
Trails	Trail master plan										
Signs	Park Signage master plan										
	Implement City wide Park sign plan										
Park Standards	General park improvements related to identified park standards as outlined in master plan (benches, drinking fountains, trash containers, lights, etc.)										

Attachment: Bellaire Parks Master Plan Final Draft (1465 : Proposed Parks Master Plan Update (Appendix A to the Proposed Comprehensive Plan Update))

Mayor and Council

7008 S. Rice Avenue
Bellaire, TX 77401



Meeting: 06/01/15 06:00 PM
Department: City Manager's Office
Category: Presentation
Department Head: Diane K White
DOC ID: 1582

**SCHEDULED
ACTION ITEM (ID # 1582)**

Item Title:

Presentation of the Draft Five-Year Capital Improvement Plan for FY2016-FY2020.

Background/Summary:

The Capital Improvement Plan (CIP) is a planning tool to identify the future infrastructure improvement needs throughout the City in order to maintain asset value and ensure the quality of life that Bellaire citizens expect. It allows City leaders to identify the affordability of these needs and to provide assumptions for the fiscal forecast that will allow for the implementation of the CIP.

Chapter 24 Definition - The capital improvement program shall serve as a means for systematically reviewing proposed capital projects to ensure coordination of expenditures and development. The program shall tie together the timing, location and financing of proposed capital projects, shall encourage the development of such projects in scheduled stages, and shall provide the public with an understanding of future needs and development activities to be undertaken by the City of Bellaire.

The Development of the CIP is a process that includes various inputs. As a general statement there are several staff members that worked closely with the consultants mentioned. The following are elements of the DRAFT CIP:

- Water Line Study performed by AARK Engineers
- Pavement Maintenance Assessment performed by AARK Engineers
- SCADA Assessment - Professional Utility Services, AARK and Klotz
- Parks Master Plan - Developed by the Bellaire Parks Board and Clark Condon Associates - Adopted By Parks Board.
- Comprehensive Plan - Developed by the Planning & Zoning Commission and Kendig Keast
- City's CIP Team - Brant Gary, Diane White, Karl Miller, John McDonald, Paul Hofmann, Linda Symank and James Andrews
- Municipal Facilities Assessment & Design - PGAL
- Planning & Zoning Commission

On April 14, 2015 the DRAFT CIP was presented to the Planning & Zoning Commission for review and comment on the consistency of the program with the adopted comprehensive plan. The Planning & Zoning Commission has scheduled a workshop on June 9, 2015 to discuss further.

This presentation will provide an overview of all the projects that have been identified with potential funding sources with a focus on preparing for the July 20th presentation of the projects that will be considered and possibly approved for FY2016 with the annual budget.

CIP Format and Funding

The City has the following funding sources for these projects:

Cash

Both operational funds contribute to the CIP. Transfers are made from both the Enterprise and General funds to provide funding for various projects. The funds are called current year revenues and fund balance. In addition, the City's METRO Fund which receives a portion of the City's Sales Tax contributes to the CIP. In addition, the City has restricted funds such as prior years RBB Cash Commitment & ROW funding.

Bonds

This report assumes that the City has sold all of its authorized bonds. (Existing authority would be \$20.5m for facilities and streets and drainage) Several projects are listed as needing "New Bond Authority". These funds would have to be approved by the voters in a new bond referendum. The CIP assumes a bond referendum in FY2017.

Other

These funds would come from a resource other than the City. These resources have not been identified.

The City has the following categories for these projects:

Streets and Drainage
Water and Wastewater
Facilities
Parks and Open Space
Other

Previous Council Action Summary:

At this time there has been no previous council action on the Draft CIP document.

Fiscal Impact:

None at this time. The First Year of the Draft CIP (FY2016) will be submitted on July 20, 2015 with the City's Annual Proposed Budget.

Recommendation:

Receive information in preparation for the submission of the FY2016 Proposed budget for July 20th.

ATTACHMENTS:

- Five Year CIP Summary Page (PDF)

DRAFT CAPITAL IMPROVEMENT PLAN SUMMARY

FY2015-FY2020

City of Bellaire, Texas

June 2015

By Category	2016	2017	2018	2019	2020	Future	TOTAL	% of Total
Streets & Drainage	\$10,596,042	\$8,076,277	\$8,146,379	\$8,222,089	\$8,303,856	\$0	\$43,344,643	44%
Water & Wastewater	\$530,000	\$3,775,000	\$2,900,000	\$3,035,000	\$3,365,000	\$0	\$13,605,000	14%
Facilities	\$12,560,000	\$150,000	\$100,000	\$4,500,000	\$0	\$0	\$17,310,000	18%
Parks & Open Space	\$220,000	\$760,000	\$1,971,050	\$720,000	\$5,491,000	\$9,100,000	\$18,262,050	19%
Infrastructure	\$5,000,000	\$0	\$0	\$0	\$0	\$0	\$5,000,000	5%
TOTALS	\$28,906,042	\$12,761,277	\$13,117,429	\$16,477,089	\$17,159,856	\$9,100,000	\$97,521,693	100%

By Funding Source	2016	2017	2018	2019	2020	Future	TOTAL	% of Total
Total General Fund CIP	\$2,876,042	\$2,586,277	\$3,217,429	\$2,492,089	\$3,124,856	\$0	\$14,296,693	15%
Total Enterprise Fund CIP	\$530,000	\$700,000	\$150,000	\$285,000	\$940,000	\$0	\$2,605,000	3%
Existing Bond Authority	\$20,500,000							
New Bond Authority	\$0	\$9,475,000	\$9,750,000	\$13,700,000	\$13,095,000	\$9,100,000	\$55,120,000	57%
Other	\$5,000,000	\$0	\$0	\$0	\$0	\$0	\$5,000,000	5%
TOTALS	\$28,906,042	\$12,761,277	\$13,117,429	\$16,477,089	\$17,159,856	\$9,100,000	\$97,521,693	100%

		City of Bellaire Draft Five Year Capital Improvement Plan							
Category	Location	Project Description	FY2016	FY2017	FY2018	FY2019	FY2020	Future	Totals
General Fund CIP									
		Beginning Balance (Includes GF Cash/RBB/ROW/METRO)	1,978,406	1,283,731	1,272,050	521,000	521,000		
		Transfer in From General Fund	170,000	498,319	320,000	270,000	470,000		
		Transfer in From General Fund for Pavement Maintenance Program	811,367	876,277	946,379	1,022,089	1,103,856		
		Transfer in From METRO Fund for Pavement Maintenance Program	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000		
		Total Resources	4,159,773	3,858,327	3,738,429	3,013,089	3,294,856		
Facilities	Public Works Service Center	Public Works Adm. Building Replace Roof - Design and Construction- Roof has surpassed its projected life expectancy and should be replaced to preserve the integrity of the building.			100,000				100,000
Facilities	Bellaire Family Aquatic Center	Bellaire Family Aquatic Center Pool Area Improvements to include pool decking upgrades and shade structures.		150,000					150,000
Parks & Open Space	Bellaire Town Square	Impound Lot Relocation and Build Out - Relocate current police department impound lot to public works service center.		100,000					100,000
Parks & Open Space	Public Works Service Center	Facilities Needs Assessment - Public Works Service Center	50,000						50,000
Parks & Open Space	Bellaire Town Square	Park Upgrades after Municipal Facilities Project - Once facilities are completed landscaping and trails will be addressed within the Bellaire Town Square footprint that was impacted by the construction of the new facilities.		100,000					100,000
Parks & Open Space	Bellaire Town Square	Signature Corner Design and Construction - Conceptual Designs have been provided for the corner of S. Rice Avenue and Jessamine. Construction would fall under new bond authority funding. RBB Cash.			751,050				751,050
Parks & Open Space	Paseo Park	Paseo Park West Expansion with future relocation of transit center. ROW Restricted funding.					351,000		351,000
Parks & Open Space	City Wide	Develop Trails Master Plan for the City of Bellaire, showing links and relationship to surrounding areas.	50,000						50,000
Parks & Open Space	City Wide	Playgrounds, Shade Structures - Provide annual funding to address replacement and/or purchase of new playground and shade structures.	70,000	70,000	70,000	70,000	70,000		350,000
Parks & Open Space	Holly Street Trail	Implement Phase 2 Improvements					250,000		250,000
Parks & Open Space	Joe Gaither Park	Park Improvements - Various improvements to the park including shade structures, seating, and play equipment.			50,000				50,000
Parks & Open Space	Lafayette Park	Permanent Restroom Design and Construction				100,000			100,000
Parks & Open Space	Loftin Park	Irrigation System		90,000					90,000
Parks & Open Space	Signage	Park Signage Master Plan	50,000						50,000

		City of Bellaire Draft Five Year Capital Improvement Plan							
Category	Location	Project Description	FY2016	FY2017	FY2018	FY2019	FY2020	Future	Totals
Parks & Open Space	Signage	Park Signage Master Plan Implementation			100,000	100,000	100,000		300,000
Parks & Open Space	Ware Park	Picnic Pavilion Design and Construction					50,000		50,000
Streets	City Wide	Pavement Maintenance Program The City of Bellaire's Pavement Maintenance Program is geared toward improving the overall quality of the roadway systems by repairing pavement failures and distresses. The City's goal is to bring the streets maintained by the City up to an acceptable level of service and keep them there through an aggressive and comprehensive maintenance program.	2,041,985	2,076,277	2,146,379	2,222,089	2,303,856		10,790,586
Streets & Drainage	City Wide	Street Reconstruction - Last Phase of Rebuild Bellaire - Cash portion for the funding of the last phase of Rebuild Bellaire - Requesting Bond Issuance in July of 2015. Bond portion is \$7,940,000. This will be the last authorized issuance for street reconstruction projects. RBB Cash. Total available for this project if Bonds are issued will be \$8,554,057.	614,057						
		Total General Fund CIP	2,876,042	2,586,277	3,217,429	2,492,089	3,124,856	-	13,682,636
		Total Ending Balance	1,283,731	1,272,050	521,000	521,000	170,000	-	
Enterprise Fund CIP									
Beginning Balance			0	0	0	0	0		
Transfer in From Enterprise Fund			530,000	700,000	150,000	285,000	940,000		
Total Resources			530,000	700,000	150,000	285,000	940,000		
Wastewater & Water	City Wide	City Wide SCADA - With the completion of Phase I, the City will have completed a Needs Assessment, some minor upgrades and repairs, and a SCADA System Master Plan. This Master Plan will outline the next phases of the SCADA System Upgrades Project. Phase II is scheduled to begin in FY16 and end in FY17. This phase will address SCADA connections to the 3 City water plants, the 3 remote lift stations, and the City wastewater treatment plant. Phase III is tentatively scheduled for FY20 and will see further upgrades to the City's SCADA System such as connectivity to other City infrastructure, and performing equipment upgrades. No further phases of this project are planned for at this time.	150,000	150,000			250,000		550,000
Wastewater	City Wide	Wastewater Collection Line Replacement - Includes approximately 4,500 linear feet of wastewater line replacement spread over a five year period. This effort is currently proposed to occur over the next five years in four equally distributed projects. The planned approach will be to design a project in one year and construct it the next. The annual projects will be developed using a proritizedization derived from the most recent condition assessment as well as operational issues along the way. No further phases are being assumed at this time.	20,000	150,000	150,000	150,000	130,000		600,000

		City of Bellaire Draft Five Year Capital Improvement Plan							
Category	Location	Project Description	FY2016	FY2017	FY2018	FY2019	FY2020	Future	Totals
Water	Bellaire Town Square	Central Water Plan Electrical Upgrades - This project will address some remaining electrical equipment items at the Central Plant that are in need of replacement. The main components involved include the electrical bus and motor starters for the booster pumps.				135,000	500,000		635,000
Water	Renwick	Rehabilitation of the Renwick Ground Storage Tank - This project involves the blasting and recoating of the 1,000,000 gallon water storage tank on Renwick. A recent inspection indicated that this tank is in need of this rehabilitation work in order to preserve the functionality of the tank. Design and preliminary work will take place in the first year followed by implementation the next.	55,000	400,000					455,000
Wastewater	City Wide	The Wendell Lift Station and Bellaire Lift Stations - have been evaluated and inspected for possible rehabilitation efforts. Phase I occurred in FY15 involves pump and controller upgrades at the Bellaire and Wendell Lift Station. Phase II in FY16 involves the rehabilitation of the Wendell Lift Station's wet well basin. Phase III in FY20 involves the rehabilitation of the Bellaire Lift Station's wet well.	55,000				60,000		115,000
Wastewater	Public Works Service Center	Wastewater System Upgrades - This project includes a variety of repairs and upgrades needed for the City's Wastewater System. The following items are included in the project budget: <ul style="list-style-type: none"> • Replace MCC in Belt Press Room at WWTP • Replace Return Activated Sludge Pump at WWTP • Replace Aeration Blower at WWTP • Bellaire & Rice Lift Station Mobile Generator Improvements • Infiltration & Inflow Wastewater System Assessment • Sludge Handling Assessment & Improvements • Professional Services/Project Contingency 	250,000						250,000
		Total Enterprise Fund CIP	530,000	700,000	150,000	285,000	940,000	-	2,605,000
		Total Ending Balance	0	0	0	0	0	0	
Follow On Rebuild Bellaire Program									
Beginning Balance				0	0	0	0	0	0
Bond Authority				9,475,000	9,750,000	13,700,000	13,095,000	9,100,000	
Total Resources				0	9,475,000	9,750,000	13,700,000	13,095,000	9,100,000
Facilities	Bellaire Town Square	Design Services for New Library				500,000			500,000
Facilities	Bellaire Town Square	Construction of New Library				4,000,000			4,000,000
Parks & Open Space	Bellaire Town Square	Signature Corner Design and Construction - Conceptual Designs have been provided for the corner of S. Rice Avenue and Jessamine.						3,000,000	3,000,000
Parks & Open Space	Bellaire Zindler Park	<i>Bellaire Zindler Park - Upgrade / Automate Ball Field Lights & Netting</i>						<i>500,000</i>	500,000
Parks & Open Space	Bellaire Zindler Park	<i>Bellaire Zindler Park - Upgrade / Automate Tennis Court Lighting</i>						<i>400,000</i>	400,000

		City of Bellaire Draft Five Year Capital Improvement Plan							
Category	Location	Project Description	FY2016	FY2017	FY2018	FY2019	FY2020	Future	Totals
Parks & Open Space	Bellaire Zindler Park	Bellaire Zindler Park - Rec. Center Renovation Design - Programming and design of key improvements to the Bellaire Recreation Center Building.					120,000		120,000
Parks & Open Space	Bellaire Zindler Park	<i>Bellaire Zindler Park - Rec Center Reno. Construction</i>						<i>800,000</i>	800,000
Parks & Open Space	City Wide	Trails Master Plan Implementation - Placeholder for future implementation of trail master plan.						1,500,000	1,500,000
Parks & Open Space	Evergreen Park	Park Renovation Full Design - Full design of park improvements and renovations per Conceptual Design including playground, paths, pool, and parking lot.				450,000			450,000
Parks & Open Space	Evergreen Park	Construction - Renovate and make various park improvements per the Conceptual and Full Design Phase findings, including playground, paths, pool and pool house, and parking lot.					2,500,000	<i>2,000,000</i>	4,500,000
Parks & Open Space	Feld Park	Park Renovation Design - Park improvements including parking lot, sidewalks and paths, fencing and sports fields/courts.					150,000		150,000
Parks & Open Space	Feld Park	Construction - Park improvements including parking lot, sidewalks and paths, fencing and sports fields/courts.						<i>900,000</i>	900,000
Parks & Open Space	Mulberry Park	Replace Tennis Fencing, Upgrade / Automate Lighting					400,000		400,000
Parks & Open Space	Mulberry Park	Upgrade / Automate Ball Field Lighting					500,000		500,000
Parks & Open Space	Newcastle Trail	Pedestrian Trail Lights Design Services		100,000					100,000
Parks & Open Space	Newcastle Trail	Pedestrian Trail Lights Implementation			1,000,000				1,000,000
Parks & Open Space	Paseo Park	Trolley Esplanade Renovation - Improvements to include general and specialized lighting, sidewalks and paths, drainage, signage and interpretive graphics, and trolley area improvements.					1,000,000		1,000,000
Parks & Open Space	Signage	Wayfinding and Entryway Markers - Provide physical improvement intended to provide visual definition including wayfinding singage. Including a possible new logo and design color scheme. Allowing both commerical and City service connection.		300,000					300,000
Streets & Drainage	City Wide	Street Reconstruction -New Streets and Drainage Program would require New Bond Authority.		6,000,000	6,000,000	6,000,000	6,000,000		24,000,000
Wastewater & Water	City Wide	Includes approximately 55,000 linear feet of water line replacement. This phase is currently proposed to occur over the next five years in four equally distributed projects. The planned approach will be to design a project in one year and construct it the next. The annual projects will be developed using a proritzation derived from the most recent condition assessment as well as operational issues along the way. FY2016 includes Design and construction.		3,075,000	2,750,000	2,750,000	2,425,000		11,000,000
		Total New Bond Authority		9,475,000	9,750,000	13,700,000	13,095,000	9,100,000	55,120,000
		Total Ending Balance		0	0	0	0	0	0
		Beginning Balance	0	0	0	0	0	0	0
		Other	5,000,000	0	0	0	0	0	0
		Total Resources	5,000,000	0	0	0	0	0	0

		City of Bellaire Draft Five Year Capital Improvement Plan							
Category	Location	Project Description	FY2016	FY2017	FY2018	FY2019	FY2020	Future	Totals
Other Funding									
Drainage	UVT	UVT Infrastructure - Replacement and improvement streets & drainage. Continue transformation of RDD.	5,000,000						5,000,000
		Total UVT Infrastructure	5,000,000	-	-	-	-	-	5,000,000
		Total Ending Balance		0	0	0	0	0	0
Existing Bond Authority (2013 Bonds and Remaining Rebuild Bellaire)									
Beginning Balance (Council authorize in July 2015, funds in bank before September 30)			20,500,000	0	0	0	0	0	
Total Resources			20,500,000	0	0	0	0	0	
Facilities	Bellaire Town Square	Bellaire Town Square Municipal Buildings -Construction of new police station, new City Hall/Courts and new Civic Center.	12,560,000						12,560,000
Streets & Drainage	City Wide	Street Reconstruction - Last Phase of Rebuild Bellaire - Requesting Bond Issuance in July of 2015. Bond portion is \$7,940,000. This will be the last authorized issuance for street reconstruction projects. RBB Cash. This project is also supplemented by the last remaining funds of the RBB cash commitment by \$614,057 for a total project of \$8,554,057.	7,940,000						
		Total Existing Bond Authority	20,500,000	-	-	-	-	-	12,560,000
		Total Ending Balance	0	0	0	0	0	0	0
Total Resources			30,189,773	14,033,327	13,638,429	16,998,089	17,329,856	9,100,000	
Total CIP Projects			28,906,042	12,761,277	13,117,429	16,477,089	17,159,856	9,100,000	97,521,693
Total Ending Balances			1,283,731	1,272,050	521,000	521,000	170,000	0	

Mayor and Council

7008 S. Rice Avenue
Bellaire, TX 77401



Meeting: 06/01/15 06:00 PM
Department: City Clerk
Category: Appointment
Department Head: Tracy L. Dutton
DOC ID: 1595

**SCHEDULED
ORDINANCE (ID # 1595)**

Item Title:

Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, amending Ordinance No. 14-058, which provided for the appointment of seven (7) members to serve in an advisory capacity on the Ad Hoc Municipal Facilities Committee (the "Committee"), set the charge of the Committee, and approved a work plan for the design of new municipal facilities, for the purpose of filling two vacancies on the Committee.

Background/Summary:

On May 4, 2015, an item was placed on City Council's agenda to allow for the adoption of an ordinance amending Ordinance No. 14-058, which provided for the appointment of seven (7) members to serve in an advisory capacity on the Ad Hoc Municipal Facilities Committee (the "Committee"), set the charge of the Committee, and approved a work plan for the design of new municipal facilities, for the purpose of filling two vacancies on the Committee.

It was noted during the May 4th City Council Regular Session that two members of the Ad Hoc Municipal Facilities Committee had resigned their appointments prior to the end of their term. Those resigning members included Charlotte Aguilar, who was appointed by Mayor Philip L. Nauert, and John Gabriel, who was appointed by Councilman Pat B. McLaughlan.

At the conclusion of discussion by City Council, a motion was made to approve up two positions on the Ad Hoc Municipal Facilities Committee and that the individuals selected to propose replacements for the two positions would be Mayor Philip L. Nauert and Councilman Pat B. McLaughlan, to be followed by interviews of the individuals before the entire City Council and final approval to be made by the entire City Council.

Nominees were presented to City Manager Paul A. Hofmann as follows: Mayor Nauert selected Michael Fife, and Councilman McLaughlan selected Todd Blitzer. The City Clerk set up an interview schedule with Ms. Fife and Mr. Blitzer, Consisting of 15-minute increments, on Monday, June 1, 2015, from 5:30 p.m. until 5:45 p.m. (Ms. Fife) and from 5:45 p.m. until 6:00 p.m. (Mr. Blitzer).

This agenda item assumes that the referenced interviews were conducted and provides an opportunity for City Council to consider making up to two appointments to fill vacancies currently existing on the Ad Hoc Municipal Facilities Committee from the individuals interviewed. An ordinance has been prepared for that purpose and is attached hereto.

Previous Council Action Summary:

See preceding paragraph.

Fiscal Impact:

N/A

Recommendation:

Action as City Council deems appropriate.

ATTACHMENTS:

- Amend Ord 14-058 - Ad Hoc Municipal Facilities Committee - Add Two Members to Fill Vacancies (DOC)
- 14-058 - Appt - Ad Hoc Municipal Facilities Committee - Charge and Work Plan (PDF)



ORDINANCE NO. 15-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AMENDING ORDINANCE NO. 14-058, WHICH PROVIDED FOR THE APPOINTMENT OF SEVEN (7) MEMBERS TO SERVE IN AN ADVISORY CAPACITY ON THE AD HOC MUNICIPAL FACILITIES COMMITTEE (THE "COMMITTEE"), SET THE CHARGE OF THE COMMITTEE, AND APPROVED A WORK PLAN FOR THE DESIGN OF NEW MUNICIPAL FACILITIES, FOR THE PURPOSE OF FILLING TWO VACANCIES ON THE COMMITTEE.

WHEREAS, the City Council of the City of Bellaire, Texas, heretofore previously adopted Ordinance No. 14-058 on October 20, 2014, for the purpose of appointing seven (7) members to serve in an advisory capacity on the Ad Hoc Municipal Facilities Committee (the "Committee"), setting the charge of the Committee, and approving a work plan for the design of new municipal facilities; and

WHEREAS, two members of the Committee heretofore previously resigned their appointments as follows: Charlotte Aguilar and John Gabriel; and

WHEREAS, the remaining members of the Committee have expressed their support and desire for the City Council of the City of Bellaire, Texas (the "City Council") to fill one or both vacancies; and

WHEREAS, it is the desire of the City Council to fill both vacancies on the Committee;

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

Section 1. Section 2. a. of Ordinance No. 14-058 is hereby amended to reflect the appointment of _____ to fill the vacancy created by the resignation of Charlotte Aguilar.

Section 2. Section 2. d. of Ordinance No. 14-058 is hereby amended to reflect the appointment of _____ to fill the vacancy created by the resignation of John Gabriel.

Section 3. Said appointments shall commence immediately upon adoption of this Ordinance and shall end on September 30, 2015.

Section 4. This Ordinance shall be effective immediately upon its passage and adoption.

PASSED, APPROVED and ADOPTED this, the 4th day of May, 2015.

(SEAL)

ATTEST:

SIGNED:

Tracy L. Dutton, TRMC
City Clerk

Dr. Philip L. Nauert
Mayor

APPROVED AS TO FORM:

Alan P. Petrov
City Attorney

**ORDINANCE NO. 14-058**

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

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

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

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

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

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

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

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


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

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

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

PASSED, APPROVED, and ADOPTED this 20th day of October, 2014.

ATTEST:




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

SIGNED:

Amanda B. Nathan
Amanda B. Nathan
Mayor Pro Tem

APPROVED AS TO FORM:



Alan P. Petrov
City Attorney



EXHIBIT A

Municipal Facilities Project Work Plan

PGAL
Ordinance No. 14-058 dated October 20, 2014

Week	Monday	Tuesday	Wednesday	Thursday	Friday
1			Confirm Program 10/1	10/2	10/3
2	10/6	10/7	10/8	10/9	10/10
3	10/13	10/14	10/15	10/16	10/17
4	10/20	10/21	10/22	10/23	10/24
5	10/27	10/28	10/29	10/30	10/31



City of Bellaire Municipal Buildings



October 14, 2014

Week	Monday	Tuesday	Wednesday	Thursday	Friday
6	11/3 Council Workshop Council Chambers	11/4 Concept Design	11/5 Concept Design	11/6 Concept Design	11/7 City Staff Review
7	11/10 Approve Program Blocking Review Committee Mtg. Review Big Ideas.	11/11 Concept Design	11/12 Concept Design	11/13 Concept Design	11/14 City Staff Review
8	11/17 Issue CMAR RFP	11/18 Concept Design	11/19 Concept Design	11/20 Concept Design	11/21 City Staff Review
9	11/24 Committee Mtg. Review Big Ideas.	11/25 Concept Design	11/26 Concept Design	11/27 Concept Design	11/28 City Staff Review
10	12/1 Committee Mtg. Concept Review	12/2 Site Visit	12/3 Site Visit	12/4 Release CMAR RFP	12/5 City Staff Review

PHAR

We

Week	Monday	Tuesday	Wednesday	Thursday	Friday
11	12/8	12/9	12/10	12/11	12/12
	Concept Design				
12	12/15	12/16	12/17	12/18	12/19
	Concept Design				
13	12/22	12/23	12/24	12/25	12/26
	Concept Design				
14	12/29	12/30	12/31	1/1	1/2
	Concept Design				
15	1/5	1/6	1/7	1/8	1/9
	Concept Design				
	Council Workshop Concept Review				



City of Bellaire Municipal Buildings

PGAL

October 14, 2014

Week	Monday	Tuesday	Wednesday	Thursday	Friday
16	1/12 Committee Mtg. Concept Approval	1/13	1/14	1/15	1/16
	Publish Concept Design				
17	1/19	1/20	1/21	1/22	1/23
	Schematic Design				
					City Staff Review
18	1/26	1/27	1/28	1/29	1/30
	Schematic Design				
	Committee Mtg. Exterior Design	Interview CMAR			City Staff Review
19	2/2	2/3	2/4	2/5	2/6
	Schematic Design				
	Council Workshop Exterior Review			Committee Mtg. Schematic Design Review	City Staff Review
20	2/9	2/10	2/11	2/12	2/13
	Schematic Design Revisions				



City of Bellaire Municipal Buildings



October 14, 2014

Week	Monday	Tuesday	Wednesday	Thursday	Friday
21	2/16	2/17	2/18	2/19	2/20
	Schematic Design Revisions 2/23/15				
22	2/23	2/24	2/25	2/26	2/27
	CMAR SD Pricing				
	Design Develop 9/1ment				
	Publish Schematic Design				City Staff Review
23	3/2	3/3	3/4	3/5	3/6
	CMAR SD Pricing				
	Design Development				
					City Staff Review
24	3/9	3/10	3/11	3/12	3/13
	Design Development				
	SD Budget Review				City Staff Review
25	3/16	3/17	3/18	3/19	3/20
	Design Development				
	Cultural Arts Review				City Staff Review

Week	Monday	Tuesday	Wednesday	Thursday	Friday
26	3/23 Committee Mtg. Exterior Design Review	3/24	3/25 Design Development	3/26	3/27 City Staff Review
27	3/30 Committee Mtg. Interior Design Review	3/31	4/1 Design Development	4/2	4/3 City Staff Review
28	4/6 Committee Mtg. Interior Finishes	4/7	4/8 Design Development	4/9	4/10 City Staff Review
29	4/13 Committee Mtg. Overall Design Review	4/14	4/15 Design Development	4/16	4/17 City Staff Review
30	4/20 Publish Design Development	4/21	4/22 Construction Documents	4/23	4/24 City Staff Review



City of Bellaire Municipal Buildings

PCAL

October 14, 2014

Week	Monday	Tuesday	Wednesday	Thursday	Friday
31	4/27	4/28	4/29	4/30	5/1
	Construction Documents				
	CMAR DD Pricing				
					City Staff Review
32	5/4	5/5	5/6	5/7	5/8
	Construction Documents				
	DD Budget Review				City Staff Review
33	5/11	5/12	5/13	5/14	5/15
	Construction Documents				
	Committee Mtg. Final Review				
34	5/18	5/19	5/20	5/21	5/22
	Construction Documents				
	Council Workshop Design Approval				City Staff Review
35	5/25	5/26	5/27	5/28	5/29
	Construction Documents				



City of Bellaire Municipal Buildings



October 14, 2014

Week	Monday	Tuesday	Wednesday	Thursday	Friday
36	6/1	6/2	6/3	6/4	6/5
	Construction Documents				City Staff Review
37	6/8	6/9	6/10	6/11	6/12
	Construction Documents				City Staff Review
38	6/15	6/17	6/18	6/19	6/20
	Construction Documents				City Staff Review
39	6/22	6/23	6/24	6/25	6/26
	Construction Documents				
40	6/29	6/30	7/1	7/2	7/3
	Construction Documents				City Staff Review



City of Bellaire Municipal Buildings



October 14, 2014

Week	Monday	Tuesday	Wednesday	Thursday	Friday
41	7/6	7/7	7/8	7/9	7/10
	Construction Documents				
42	7/13	7/14	7/15	7/16	7/17
	Construction Documents				
					City Staff Review
43	7/20	7/21	7/22	7/23	7/24
	Construction Documents				
	Committee Mtg. Project Update				
44	7/27	7/28	7/29	7/30	7/31
	Construction Documents				
					City Staff Review
45	8/3	8/4	8/5	8/6	8/7
	Construction Documents				



City of Bellaire Municipal Buildings

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AL

October 14, 2014

Week	Monday	Tuesday	Wednesday	Thursday	Friday
46	8/10	8/11	8/12	8/13	8/14
	Construction Documents				City Staff Review
47	8/17	8/18	8/19	8/20	8/21
	Construction Documents				
48	8/24	8/25	8/26	8/27	8/28
	Submit for Bid/Permit				
	Permit				
	Subcontractor Bidding				
49	8/31	9/1	9/2	9/3	9/4
	Permit				
	Subcontractor Bidding				
50	9/7	9/8	9/9	9/10	9/11
	Subcontractor Bidding				



City of Bellaire Municipal Buildings



October 14, 2014

Week	Monday	Tuesday	Wednesday	Thursday	Friday
51	9/14 Submit Bid Due	9/15	9/16	9/17	9/18 Submit Draft GMP
52	9/21 Finalize CMAR Contract	9/22	9/23	9/24 Submit Final GMP	9/25
53	9/28 City Council Approval of GMP	9/29 Start Construction	9/30	10/1	10/2
54	10/5	10/6	10/7	10/8	10/9
55	10/12	10/13	10/14	10/15	10/16

Mayor and Council

7008 S. Rice Avenue
Bellaire, TX 77401



Meeting: 06/01/15 06:00 PM
Department: Parks, Recreation and
Facilities
Category: Discussion
Department Head: Karl Miller
DOC ID: 1591

**SCHEDULED
ACTION ITEM (ID # 1591)**

Item Title:

Consideration of and possible action on the adoption of resolution of the City Council of the City of Bellaire, Texas, concerning funding for the maintenance of Evelyn's Park pursuant to and in accordance with the Development and Operating Agreement for Evelyn's Park dated as of July 7, 2014, between the City of Bellaire, Texas, and Evelyn's Park Conservancy. Item submitted by Councilman Andrew S. Friedberg.

Background/Summary:

Per the request of Councilman Andrew Friedberg, review and consider adoption of a Resolution to provide clarification of Council's intent regarding the Development and Operating Agreement between the City of Bellaire and the Evelyn's Park Conservancy.

Previous Council Action Summary:

During the July 7, 2014 City Council meeting, the City Council voted 5 to 1, to approve the Development and Operating Agreement between the City of Bellaire and the Evelyn's Park Conservancy which was ratified through Ordinance 14-035.

Fiscal Impact:

N/A

Recommendation:

Per the request of Councilman Friedberg, consideration and possible action on a Resolution regarding the Development and Operating Agreement.



RESOLUTION NO. 15-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, CONCERNING FUNDING FOR THE MAINTENANCE OF EVELYN'S PARK PURSUANT TO AND IN ACCORDANCE WITH THE *DEVELOPMENT AND OPERATING AGREEMENT FOR EVELYN'S PARK* DATED AS OF JULY 7, 2014 BETWEEN THE CITY OF BELLAIRE, TEXAS, AND EVELYN'S PARK CONSERVANCY.

WHEREAS, the City of Bellaire, Texas ("**City**"), by Ordinance No. 14-035, and Evelyn's Park Conservancy ("**Conservancy**") entered into that certain *Development and Operating Agreement for Evelyn's Park* dated effective as of July 7, 2014 ("**Agreement**"); and

WHEREAS, the Agreement establishes the respective obligations of the City and of the Conservancy concerning the provision of maintenance services for Evelyn's Park ("**Park**"); and

WHEREAS, specifically, Section 4.b. of the Agreement (City Obligations) provides:

- b. City Obligations. During the O&M Term, the City shall provide, at its expense, all operational, maintenance and repairs [sic] services for the Park that it provides to other high traffic municipal parks in the jurisdictional boundaries of the City, including but not limited to

the following, all of the same type, frequency, extent and standard of care that it provides to its other high traffic municipal parks:

- electricity, water, sewer, storm water drainage; provided, however, all utility connections serving the café improvements and operations as contemplated in Phase 1 shall be separately metered, and the costs thereof shall be paid by the approved concessionaire of the café at no expense to the City;
- property insurance for the full replacement cost of all vertical improvements in the Park;
- routine City of Bellaire Police Department surveillance and enforcement of applicable laws, ordinances, park rules and guidelines applicable to the Park;
- monthly security system monitoring fee for office structure and event space;
- inclusion of the Park in the City's customer response tracking system and notification by the City within 24 hours of receipt of comment and proposed resolution of said comment;
- include on the City's website a link to the Conservancy website;
- provide a quarterly report to the Conservancy showing the details of maintenance and repair services provided and annual prospective report regarding maintenance and known issues requiring repairs;
- mitigation of insects, rodents and other pests; landscaping (including but not limited to seasonal mulching and fertilizing, mowing of grass, pruning of trees);
- large tree pruning annually; and
- cleaning of public restrooms, and trash removal.

and Section 4.c. of the Agreement (Conservancy Obligations) provides:

- c. Conservancy Obligations. The Conservancy shall, subject to the right of the City to adopt and enforce ordinances, rules and guidelines relating to park and facility usage and City Council's rights as set forth in the City's 8/20/2012 Limitations on Acceptance, have the right, at its expense, to operate and manage the Park, including but not limited to the following:
- Provide additional maintenance services, to supplement and enhance the City's services required hereunder, for landscaping, pest mitigation, trash removal and security in the Park and other maintenance, repairs and replacements of landscape and hardscape improvements in the Park, only in excess of what the City performs with other high traffic parks to the extent the Conservancy desires to supplement;

- Provide programming for activities; booking and sponsoring events; entering into concession agreements; and managing day rentals of space and facilities in the Park; provided, however, the Conservancy shall use all net revenue from such activities[,] events, concessions and rentals for the benefit of the Park (i) to cover operating and maintenance expenses for the Park over and above those provided by the City substantially in accordance with the Conservancy's annual budget therefor; (ii) to establish and maintain a maintenance reserve for the benefit of the Park; and (iii) if such net revenue exceeds funds needed in (i) plus (ii) such excess may be used for future phases of park improvements;
- Allow for onsite collection of park customer comments and refer said comments within 24 hours to the City Manager if said comment pertains to obligations covered under Section 4.b for the appropriate remedy to be taken by the City;
- Maintain an internet website accessible to the public to promote the Park and the programmed activities, events and facilities in the Park;
- Conduct annual fundraising through events, grants, periodic capital campaigns, and other lawful means and strategies as the Conservancy deems necessary or desirable, (i) to cover the Conservancy's expenses for providing its services under the foregoing line items in this Section 4.c, (ii) to cover the Conservancy's administrative costs and overhead[,] and (iii) to cover increases to the Park's maintenance reserve; and
- Continue to raise funds to build reserves for the development of future phases of Park improvements contemplated by the Master Plan in addition to Phase 1.

NOW, THEREFORE,

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

1. **THAT** the recitals set forth above are found to be true and correct.
2. **THAT** the City Council of the City of Bellaire, Texas, hereby reaffirms the Agreement, and in particular the respective obligations of the City and of the Conservancy concerning the provision of maintenance services for the Park as set forth in Sections 4.b. and 4.c. of the Agreement, quoted above.

3. **THAT** the City Manager shall, in each proposed annual budget submitted to the City Council in accordance with Article V., Sec. 2 of the Charter of the City of Bellaire, Texas (Annual Budget), include funding, in accordance with the Agreement, for the fulfillment of the City's obligations thereunder, to wit: The provision of "all operational, maintenance and repairs [sic] services for the Park that [the City] provides to other high traffic municipal parks ... all of the same type, frequency, extent and standard of care that it provides to its other high traffic municipal parks," all as set forth in Section 4.b. of the Agreement, quoted above.

4. **THAT** the Conservancy, in accordance with the Agreement:

(a) shall have the right to "[p]rovide additional maintenance services, to supplement and enhance the City's services required [under the Agreement], for landscaping, pest mitigation, trash removal and security in the Park and other maintenance, repairs and replacements of landscape and hardscape improvements in the Park, only in excess of what the City performs with other high traffic parks to the extent the Conservancy desires to supplement;"

(b) "shall use all net revenue from ... activities[,] events, concessions and rentals for the benefit of the Park (i) to cover operating and maintenance expenses for the Park over and above those provided by the City substantially in accordance with the Conservancy's annual budget therefor; (ii) to establish and maintain a maintenance reserve for the benefit of the Park; and (iii) if such net revenue exceeds funds needed in (i) plus (ii) such excess may be used for future phases of park improvements;" and

(c) shall have the right to “[c]onduct annual fundraising through events, grants, periodic capital campaigns, and other lawful means and strategies as the Conservancy deems necessary or desirable, (i) to cover the Conservancy’s expenses for providing its services under ... Section 4.c [of the Agreement], (ii) to cover the Conservancy’s administrative costs and overhead[,] and (iii) to cover increases to the Park’s maintenance reserve;”

all as set forth in Section 4.c. of the Agreement, quoted above.

5. THAT this Resolution shall be effective immediately upon its passage and adoption.

PASSED and APPROVED this 1st day of June, 2015.

(SEAL)

ATTEST:

SIGNED:

Tracy L. Dutton, TRMC
City Clerk

Dr. Philip L. Nauert
Mayor

APPROVED AS TO FORM:

Alan P. Petrov
City Attorney

Mayor and Council

7008 S. Rice Avenue
Bellaire, TX 77401



Meeting: 06/01/15 06:00 PM
Department: Parks, Recreation and
Facilities
Category: Agreement
Department Head: Michelle Jordan
DOC ID: 1593

**SCHEDULED
ACTION ITEM (ID # 1593)**

Item Title:

Consideration of and possible action on a recommendation from the Parks, Recreation, and Facilities Department to approve construction phase services to be provided by Linbeck Group, LLC, for Phase One of Evelyn's Park, located at 4400 Bellaire Boulevard, Bellaire, Texas 77401, in an amount not to exceed \$6,262,541, and on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, amending Exhibit 1 to Ordinance No. 14-071, AIA Document A133--2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor, by and between the City of Bellaire, Texas, as Owner, and Linbeck Group, LLC, as Construction Manager, regarding Phase One of the Evelyn's Park Project for the purpose of accepting the guaranteed maximum price for said project in the amount of six million two hundred sixty-two thousand five hundred forty-one dollars (\$6,262,541) and Contract Time for the Work.

Background/Summary:

During the December 15, 2014 City Council meeting, Council authorized a contractual agreement with Linbeck Group, LLC, through Ordinance 14-071 that included pre-construction and construction services at Evelyn's Park, located at 4400 Bellaire Boulevard, Bellaire, Texas, 77401. At that time, and again at the March 2, 2015 Council Meeting, Council approved Linbeck to provide pre-construction phase services in order to develop a Guaranteed Maximum Price for the construction of the project and to work with the City Staff, Evelyn's Park Conservancy (EPC) representatives, SWA Group, and Lake Flato to value engineer the project. After an initial Guaranteed Maximum Price that was significantly over budget, several iterations of value engineering has been evaluated by all parties, with particular attention paid to keeping the original project scope intact. Linbeck has provided a value engineered Guaranteed Maximum Price (GMP) that has been reviewed by all parties and does not impact the original project scope.

The total value of the GMP is \$6,262,541. There will be an additional associated construction cost of approximately \$50,000 for construction materials testing, which brings the total construction cost to \$6,312,541. Of that amount, the City of Bellaire will be funding \$4,950,000 out of General Obligation Bonds. The City of Bellaire had \$5,000,000 of General Obligation Bonds to use towards the development of Evelyn's Park, of which approximately \$50,000 has been spent on legal services, environmental reports, and abatement services. Evelyn's Park Conservancy will be contributing the remaining \$1,362,541 in the form of a contribution to the City of Bellaire to be used toward the GMP Amendment to Construction Contract, which includes a donation of \$304,000 from the Rubenstein Foundation for construction of the memorial garden within the project. The funding from Evelyn's Park Conservancy (which will include the portion from the Rubenstein Foundation) will be received by the City of Bellaire prior to execution of the Contract Amendment with Linbeck.

As of April 20, 2015

Original Draft Price Proposal	\$ 6,800,000
Identified & Accepted VE (as of 4-20-2015)	\$ (400,000)
Trees For Houston Estimated Commitment	\$ (40,000)
Remaining VE Items (Yellow House, Benches)	??
Total Not to Exceed	\$ 6,360,000

As of June 1, 2015

Original GMP Value	\$ 6,884,570
Accepted VE items as presented on 4-20-2015 (includes Trees for Houston and yellow house)	\$ (599,324)
Additional VE (hydroseed in lieu of sod)	\$ (22,971)
Project Additions (electrical and paver surfacing)	\$ 36,225
Subtotal	\$ 6,298,500
Linbeck General Conditions Reduction	\$ (35,960)
Total GMP Value	\$ 6,262,541

Materials Testing during Construction	\$ 50,000
Total Project Construction Expense	\$ 6,312,541

Documents provided as part of the GMP Amendment include a list of all drawings, specifications, and addenda that the GMP Value is based upon, Assumptions and Clarifications, Allowances, Alternates, Proposed Construction Schedule, the Guaranteed Maximum Price Summary, and the Budget Adjustment Detail Worksheet. As part of the Assumptions and Clarifications Exhibit, several items have been excluded from the GMP because they are not part of the construction contract. Several of these items have been excluded because they are not applicable to the project, such as permit fees, impact fees, and prevailing wage rates. Many of the items that are excluded because the Conservancy will be providing for those items, either during or after construction, such as Furniture, Fixtures, and Equipment, utility connection fees, and data wiring connections. The remaining exclusions are for clarification purposes, to ensure the GMP accounts for what is or is not included in the Drawings and Specifications.

The Agreement between Linbeck Group LLC and the City of Bellaire was authorized through Ordinance 14-071, and included Exhibit 1: Standard Form of Agreement Between Owner and Construction Manager as Constructor (AIA Document A133-2009). As part of Exhibit 1, Exhibit F: Owner Construction Manager Agreement - Owner Financial Information Form and Exhibit G: GMP Amendment to Agreement Between Owner and Construction Manager will need to be amended to reflect the Guaranteed Maximum Price.

Commencement of construction of the project is contingent upon the City of Bellaire executing the GMP Amendment and issuing Notice to Proceed, which is contingent upon receipt of funds from Evelyn's Park Conservancy. Once the Notice to Proceed is issued, the proposed construction schedule includes a ten (10) month construction timeline to achieve substantial completion.

Previous Council Action Summary:

A presentation was made at the April 20, 2015 City Council Meeting by Michelle Jordan, Project Manager, and Conservancy representatives and architects outlining the value engineering efforts that have led to the determination of the Guaranteed Maximum Price. During that presentation, Council also heard reports on the financial status of EPC and their ability to fund their portion of the construction of phase one of Evelyn's Park. Council Members had the opportunity to ask questions about both the value engineering efforts and the Conservancy status and maintenance obligations to the Park. EPC also presented details about the potential solar panel addition to the project, and the related financial donation from Green Mountain Energy Sun Club.

This recommendation to the City Council was presented at the May 20, 2015 City Council meeting in substantially the same form as the current recommendation for June 1, 2015. In light of two absent council members, the decision was made to postpone the vote until a later date when a full council is available.

Fiscal Impact:

This approval of the GMP will encumber \$4,950,000 from G.O. Bonds and \$1,312,541 from the Contribution made by the Evelyn's Conservancy Board via Resolution 15-02.

Recommendation:

Karl Miller, Director of Parks, Recreation, and Facilities and Michelle Jordan, Project Manager, recommend City Council approve the Guaranteed Maximum Price Amendment of \$6,262,541 and authorize Paul Hofmann, City Manager of the City of Bellaire to execute Revised Exhibit F: Owner-Construction Manager Agreement Attachment - Owner Financial Information Form and the Exhibit G: GMP Amendment to Agreement Between Owner and Construction Manager once the funding from Evelyn's Park Conservancy is received by the City of Bellaire.

ATTACHMENTS:

- Linbeck Original Contract signed 121514 (PDF)
- GMP Attachment for CC 6-1-2015 (PDF)
- Addendum No 2 to AIA Document A133--2009 SFA between Owner and Construction Manager - Linbeck - Evelyns Park - GMP (PDF)



ORDINANCE NO. 14-071

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 "STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AS CONSTRUCTOR (AIA DOCUMENT A133 – 2009)" WITH LINBECK GROUP, LLC, FOR PRE-CONSTRUCTION AND CONSTRUCTION SERVICES ASSOCIATED WITH PHASE ONE OF EVELYN'S PARK LOCATED AT 4400 BELLAIRE BOULEVARD, BELLAIRE, TEXAS 77401, IN AN AMOUNT NOT TO EXCEED \$10,000.00 (\$5,000.00 PER MONTH) FOR PRE-CONSTRUCTION SERVICES AND IN AN AMOUNT NOT TO EXCEED 3% OF THE ACTUAL COST OF WORK ASSOCIATED WITH THE CONSTRUCTION OF PHASE ONE OF EVELYN'S PARK.

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

Section 1. The Mayor of the City of Bellaire, Texas, is hereby authorized to execute, for and on behalf of the City of Bellaire, Texas, a "Standard Form of Agreement Between Owner and Construction Manager as Constructor (AIA Document A133 – 2009)," with Linbeck Group, LLC, for pre-construction services and construction services associated with Phase One of Evelyn's Park located at 4400 Bellaire Boulevard, Bellaire, Texas 77401, in an amount not to exceed \$10,000.00 (\$5,000.00 per month) for pre-construction services and in an amount not to exceed 3% of the actual cost of work associated with the construction of Phase One of Evelyn's Park.

Section 2. The following documents comprise the entire Agreement between the City of Bellaire, Texas, and Linbeck Group, LLC, for pre-construction and construction phases for Phase One of Evelyn's Park, and are attached hereto and marked Exhibit "1":

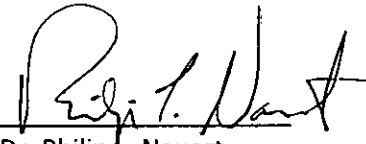
- a. AIA Document A133 – 2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price;
- b. AIA Document A201 – 2007, General Conditions of the Contract for Construction;
- c. Personnel Categories and Rates;
- d. Insurance Requirements; and
- e. Owner's Financial Information.

PASSED, APPROVED, and ADOPTED this, the 15th day of December, 2014.

(SEAL)

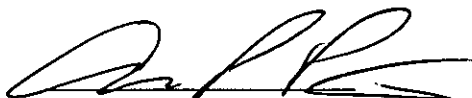


SIGNED:



Dr. Philip L. Nauert
Mayor

APPROVED AS TO FORM:



Alan P. Petrov
City Attorney

Attachment: Linbeck Original Contract signed 121514 (1593 : Evelyn's Park Construction Phase Services)



EXHIBIT 1

**AIA Document A133 – 2009
(Standard Form of Agreement)**

**AIA Document A201 -- 2007
(General Conditions for Construction)**

Personnel Categories and Rates

Insurance Requirements

Owner's Financial Information

Construction Manager:

Linbeck Group, LLC

Project:

Phase One for Evelyn's Park

Approved by:

Ordinance No. 14-071 dated December 15, 2014



AIA® Document A133™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 15 day of December in the year 2014
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

City of Bellaire, Texas
7008 South Rice Avenue
Bellaire, TX 77401

and the Construction Manager:
(Name, legal status and address)

Linbeck Group, LLC
3900 Essex Lane
Houston, TX 77027

for the following Project:
(Name and address or location)

Evelyn's Park
4400 Bellaire Blvd.
Bellaire, TX 77401

The Architect:
(Name, legal status and address)

Architect of Record: Lake Flato Architects
311 3rd Street
San Antonio, TX 78205

Landscape Architect: SWA
1245 West 18th Street
Houston, TX 77008

The Owner's Designated Representative:
(Name, address and other information)

Karl Miller
City of Bellaire, TX
7008 5th Street
Bellaire, TX 77401
713-662-8109
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ADDITIONS AND DELETIONS:

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

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

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Attachment: Linbeck Original Contract signed 121514 (1593 : Evelyn's Park Construction Phase Services)

Init.

The Construction Manager's Designated Representative:
(Name, address and other information)

Tom Butler
 Linbeck Group, LLC
 3900 Essex Lane, Suite 1200
 Houston, TX 77027
 Telephone Number: 713.621.2350
 Fax Number: 713.840.7525
 Mobile Number: 713.824.2640
 tbutler@linbeck.com

The Architect's Designated Representative:
(Name, address and other information)

Graham Beach
 Lake Flato Architects
 311 3rd Street
 San Antonio, TX 78205
 gbeach@lakeflato.com

The Owner and Construction Manager agree as follows.

Attachment: Linbeck Original Contract signed 121514 (1593 : Evelyn's Park Construction Phase Services)

Init.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this (i) this Agreement with the attached Exhibits, (ii) the Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, (iii) other documents listed in this Agreement, and (iv) Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager and Owner accept the relationship of mutual trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™-2007, General Conditions of the Contract for Construction as modified by the parties ("A201-2007"), shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2007, which document is incorporated herein by reference. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

§ 1.4 Priority of Construction Contract Documents If the Contract Documents contain any inconsistency, ambiguity or discrepancy, the following priority shall apply: (1) written Modifications issued after execution of this Agreement; (2) the Exhibits to this Agreement; (3) this Agreement (excluding the A201-2007); (4) the A201-2007; (5) the Drawings; and (6) the Specifications.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

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§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may reasonably require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price ("GMP" or "Guaranteed Maximum Price") proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom to produce the indicated results. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information

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presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201-2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

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§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases. The Construction Manager shall not provide professional services that constitute the practice of architecture or engineering, unless the Contract Documents specifically requires such services and the GMP specifically includes such services. If such professional services are required, Owner shall limit Construction Manager's liability for such services to the amount and extent of the professional liability insurance proceeds obtained from the Subcontractor (or from such Subcontractor's consultant) performing such professional services.

§ 2.5 Hazardous Materials

Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract in the form attached as **Exhibit F**. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise required to perform the Work, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. The Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement. If the Owner retains an engineer to provide engineering services, Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and engineer, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Owner shall pay Construction Manager an amount not to exceed Five Thousand Dollars (\$5,000) per month for two (2) months to perform the Preconstruction Phase services.

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§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within two (2) months of the date of this Agreement, or if the scope of services is materially modified, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

Owner shall pay Construction Manager a fee equal to three percent (3.0%) of the Cost of the Work in the GMP (as adjusted by Change Orders).

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Construction Manager's Fee on additive changes shall be three percent (3%).

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Any limitations will be included in the GMP proposal.

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Any unit prices will be included in the GMP proposal.		

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

Savings are calculated by subtracting the actual Cost of the Work from the Cost of the Work in the GMP at Final Completion. Owner shall retain one hundred percent (100%) of any savings.

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.2.3 Construction Manager's Contingency ("Contingency")

- a. The Contingency is an amount included in the GMP and listed as a separate line item in the Schedule of Values. The Contingency applies to actual Costs of the Work that exceed estimated Costs of the Work in the GMP. Construction Manager shall furnish to Owner written documentation supporting Construction Manager's use of the Contingency.
- b. The Contingency does not apply to (i) costs incurred due to unforeseen, unusual, or latent conditions or (ii) costs due to changes in the scope or quality of the Work. If Construction Manager encounters such conditions or Owner directs such changes, then the GMP shall be adjusted according to the Contract Documents.
- c. Owner shall retain any unused Contingency.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201-2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201-2007 shall have the meanings assigned to them in AIA Document A201-2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201-2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

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§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's executive, estimating, supervisory and administrative personnel at the hourly rates specified in **Exhibit D**, but only for that portion of the time performing the Work. Owner acknowledges that Construction Manager's personnel are employed by Aquinas Management Services, LLC. *(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)*

§ 6.2.3 Wages and salaries of the Construction Manager's personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, , at the hourly rates specified in **Exhibit D**, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 6.2.5 All rates and benefits are subject to annual adjustment in accordance with Construction Manager's employment policies.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval. The insurance coverage and agreed premium rates are described in Exhibit E.

§ 6.6.2 Sales, use, gross receipts or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.6.10 Costs incurred in performing pre-employment physicals and in conducting drug/alcohol testing directly related to the Project.

§ 6.6.11 Project fees payable to the Associated General Contractors of America.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

Init.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Except as provided in this Agreement, costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the thirtieth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment. Construction Manager does not guarantee individual line items in the GMP. Construction Manager may adjust line items in the schedule of values submitted with the Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take the actual costs incurred in performing the Work. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;

Init.

- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee. The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of ten percent (10%) from that portion of the Work that the Construction Manager self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment.
- .3 Intentionally deleted.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Owner by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 60 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 60-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the undisputed amount.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007 and **Exhibit E**.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

Construction Manager shall provide a performance and payment bond in the amount of the GMP.

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201-2007.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☒ [**XX**] Arbitration pursuant to Section 15.4 of AIA Document A201-2007

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other: (Specify)

§ 9.3 Initial Decision Maker

Intentionally deleted.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

The parties agree not to employ the provisions relating to the Initial Decision Maker.

ARTICLE 10 TERMINATION OR SUSPENSION**§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price**

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201-2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201-2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

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§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole or in part without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:**§ 11.5.1 ATTORNEY FEES**

If any action at law or in equity, including arbitration proceedings, is necessary to enforce or interpret the terms of this Agreement, the Court or arbitrator(s) shall determine the prevailing party and award to such prevailing party its reasonable attorneys' fees, expert witness fees, costs, and other reasonable expenses incurred in such proceeding, in addition to any other relief to which such party is entitled.

§ 11.5.2 MULTIPLE ORIGINAL COUNTERPARTS

This Agreement may be executed in multiple original counterparts. Faxed or electronically scanned signatures are sufficient and acceptable.

§ 11.5.3 PARTIAL INVALIDITY DOES NOT INVALIDATE CONTRACT DOCUMENTS

The invalidity of any part or portion of the Contract Documents does not impair or affect the validity, enforceability or effect of the remainder of the Contract Documents.

§ 11.5.4 SURVIVAL

All provisions that by their nature survive termination of the Agreement or final completion of the Work, such as warranties, indemnities, confidentiality provisions, and arbitration provisions, shall remain in force and effect after final completion or termination of the Agreement.

§ 11.5.5 The Construction Manager's team will consist of the project manager and project superintendent specifically named in the Construction Manager's proposal and mentioned in the interview with the Owner. Any changes to the Construction Manager's project manager and project superintendent must have the Owner's prior approval.

ARTICLE 12 SCOPE OF THE AGREEMENT

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

§ 12.2 The following documents comprise the Agreement:

Init.

- .1 AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201–2007, General Conditions of the Contract for Construction
- .3 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

N/A

- .4 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

N/A

- .5 Other documents:
(List other documents, if any, forming part of the Agreement.)

Exhibit A – N/A

Exhibit B – N/A

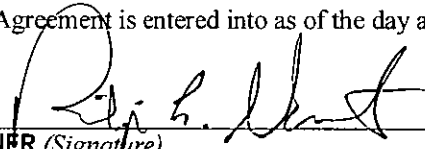
Exhibit C – N/A

Exhibit D – Construction Personnel Categories and Rates

Exhibit E – Insurance Requirements and Rates

Exhibit F – Owner's Financial Disclosure

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


OWNER (Signature)


CONSTRUCTION MANAGER (Signature)

Dr. Phil Nauert, Mayor, City of Bellaire, Texas
(Printed name and title)

David M. Stueckler, President and CEO
(Printed name and title)

Attachment: Linbeck Original Contract signed 121514 (1593 : Evelyn's Park Construction Phase Services)

Init.



AIA[®] Document A201[™] – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Evelyn's Park
4400 Bellaire Blvd.
Bellaire, TX 77401

THE OWNER:

(Name, legal status and address)

City of Bellaire
7008 5th Street
Bellaire, TX 77401

THE ARCHITECT:

(Name, legal status and address)

Architect of Record: Lake Flato Architects
311 3rd Street
San Antonio, TX 78205

Landscape Architect: SWA
1245 West 18th Street
Houston, TX 77008

ADDITIONS AND DELETIONS:

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

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

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Attachment: Linbeck Original Contract signed 121514 (1593 : Evelyn's Park Construction Phase Services)

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ARTICLE 1 GENERAL PROVISIONS**§ 1.1 BASIC DEFINITIONS****§ 1.1.1 THE CONTRACT DOCUMENTS**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement with the attached Exhibits, together with the Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, and such other documents all as listed in the Agreement (see Section 1.1 and Article 16 of the Agreement), and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person (if any) identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2 (to the extent such provisions require any action by an Initial Decision Maker).

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. Except as otherwise provided in Section 1.3 of the Agreement, the Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by

the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service that describe the Work. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service prepared by or through the Architect. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work and to keep one record set after completion of construction or termination of the Contract. All copies made under this authorization shall bear the applicable copyright notice, if any, shown on the Instruments of Service. To the extent that the Owner directs the Contractor to use the Instruments of Service for another project or for additions to this Project outside the scope of the Work without the specific written consent of the Architect and the Architect's respective consultants, the Owner indemnifies and shall defend the Contractor against any claim, liability, or cost arising from or relating to any actual or asserted violation or infringement of any copyright or proprietary right in and to the Instruments of Service.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 The Owner shall, at the written request of the Contractor prior to commencement of the Work, provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; (4) or to the extent such information is required for Contractor to comply with the requirements of Sections 35.521(k)(1) and (m) of the Texas Business and Commerce Code (2007). Securing and maintaining adequate financing and furnishing such evidence shall be conditions precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior written notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor, free of charge, such copies of the Contract Documents as are reasonably necessary for the execution of the Work.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents and after giving Contractor a five-day written notice and opportunity to correct the Work, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such seven-day period give the Contractor a second written notice to correct such deficiencies within a three-day period. If Contractor within such three-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR**§ 3.1 GENERAL**

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express

authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 [Intentionally deleted.]

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, review the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These activities are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by the Contractor as a request for information in such form as the Architect may reasonably require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may reasonably require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor knowingly fails to provide such information as required by Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had provided such information as so required (subject to any limitation on the recovery of damages as provided in the Contract Documents). The Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless the Contractor recognized such error, inconsistency, insufficiency, omission or difference and knowingly failed to report it to the Architect.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention consistent with the prevailing construction industry performance standards for similar project in the area. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating the performance of all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, the Contractor and its Subcontractors shall be responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any resulting loss or damage

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. Each Subcontractor is responsible to Contractor and Owner

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for the acts and omissions and the safety of Subcontractor's employees and subcontractors. Nothing in the Contract Documents shall be construed to relieve Subcontractor of its responsibility for and control over its employees and subcontractors.

§ 3.3.3 The Contractor shall be responsible for review of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

3.5.1 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents (subject to such substitutions approved or authorized under the Contract Documents) and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.5.2 Notwithstanding any other provision in the Contract Documents, Contractor does not warrant the performance or suitability of the materials or equipment specified by Owner or Owner's design professionals. Contractor's warranty is not transferable and cannot be assigned.

3.5.3 Contractor will obtain from the applicable subcontractors and suppliers any warranties and guarantees which are specified or required by the Contract Documents to extend for more than one (1) year. Contractor will assign such extended warranties and guarantees directly to Owner. Contractor shall not expedite, correct, coordinate or perform any Work covered by such extended warranties or guarantees, unless Owner requests Contractor to do so. All associated costs shall be Costs of the Work.

3.5.4 EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS SECTION 3.5, THE CONTRACTOR MAKES NO OTHER WARRANTY, REPRESENTATION OR GUARANTEE OF ANY KIND REGARDING THE WORK.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 The Contractor shall secure and pay for only those permits, fees, licenses, and inspections, including the building permit and other permits and governmental fees, as specifically required by the Contract Documents.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities without notice to the Architect and the Owner as required herein, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness and in sufficient time to avoid delaying the Work.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Owner shall confirm important communications in writing.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents, unless such submittal is approved in writing by the Architect or the Owner and provides the only written depiction of how the Work will be performed. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has (1) reviewed them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Contractor, in making this representation, is relying on the Architect's coordination of drawings and specifications.

§ 3.12.7 Unless otherwise authorized by Owner, the Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive or other written communication from the Owner has been issued authorizing the deviation. Notwithstanding the foregoing, it shall not be Contractor's responsibility to determine whether an authorized deviation constitutes a minor change in the Work and Contractor shall be entitled to rely on such written approved from the Architect. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof; however, Architect shall promptly notify Contractor in writing if Architect identifies any errors or omissions during the submittal review and approval process.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required and expressly set forth by the Contract Documents on which the Guaranteed Maximum Price was established for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance or design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching as required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

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§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor for the reasonable costs of such clean up activities.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees as a Cost of the Work. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner harmless from loss on account thereof only when due to the fault or neglect of the Contractor, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor knows that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law and except as provided in Section 3.18.1.1 below, the Contractor shall indemnify and hold harmless the Owner, and its employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

3.18.1.1 With respect to design or engineering Work performed by a Subcontractor or its consultant, Contractor's indemnity obligation and liability shall be limited to the amount of the proceeds recoverable from the professional liability insurance coverage furnished by the Subcontractor or its consultant.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

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§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work. Contractor will not be responsible for Architect's failure to perform in accordance with the requirements of the Owner-Architect Contract and with the Contract Documents.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to recommend that Owner reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness in order to avoid delaying the Work, while allowing sufficient time in the Architect's professional judgment to permit adequate review. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives as directed by the Owner, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

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§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness and in accordance with the Construction Schedule. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner with a copy to the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner will promptly reply to the Contractor in writing stating (1) whether or not the Owner has reasonable objection to any such proposed person or entity. Failure of the Owner or Architect to reply promptly shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

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§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

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§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report known discrepancies or defects shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the reasonable cost of such clean up activities may be equitably allocated among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires written authorization or direction by the Owner and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order signed by the Owner, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

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§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Owner of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit for changes as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's independent professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15. Architect shall certify and Owner shall pay amounts not in good faith dispute.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

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provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied, after providing written notice to Owner;
- .2 third party claims filed unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment unless such subcontractor claims are bonded;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage not covered by insurance or bonds to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 Unless Contractor has furnished a statutory payment bond or has otherwise furnished a statutory lien release bond, if the Architect withholds certification for payment under Section 9.5.1.3 as a result of a claimant perfecting a lien claim against the Owner and its property, the Owner may, at its sole option and no earlier than thirty (30) days after the lien affidavit is recorded, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled (to the extent such payment is received from the Owner), reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 [Intentionally deleted.]

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work (subject to receipt of payment from the Owner). If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary

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liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount due the Contractor or awarded by binding dispute resolution, then the Contractor may, upon written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect and Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete and shall prepare a comprehensive list of items to be completed or corrected prior to final payment (the "Punchlist"). If the Architect's or Owner's inspections discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Punchlist shall so identify such item and Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish consistent with the Contract Documents, responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities properly assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Partial occupancy or use of a portion or portions of the Work shall constitute acceptance of Work, subject to Punchlist items and warranty claims as to that portion of the Work.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If no statutory payment bond or lien release bond has been furnished and such lien affidavit has not been released, after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of liens by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor and its Subcontractors shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. Contractor's activities and conduct shall not be construed as the exercise of supervision, direction or control over Subcontractor's employees. Neither

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Owner nor Contractor shall have any responsibility or liability to Subcontractor for the activities or conduct of Subcontractor's employees, even if Contractor and/or Owner participate in such activities or conduct.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 to the extent caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 The Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify

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that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), and provided that such damage, loss or expense is not due to the sole negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's sole fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 [Intentionally Deleted]

§ 10.3.6 If the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

During the performance of the Work, Contractor shall maintain insurance policies providing the coverages and limits specified below, subject to the terms, conditions and exclusions stated in such policies. The policies shall be issued by insurers licensed to do business in the State of Texas.

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as set forth in **Attachment E** which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
(Paragraphs deleted)

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in **Attachment E**. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after Substantial Completion, and, with regard to any completed operations (to the extent expressly required in **Attachment E**).

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor in accordance with the Contractor's information and belief with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused to the extent of the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused to the extent of the Contractor's negligent acts or omissions during the Contractor's completed operations, in accordance with **Attachment E**.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 In addition to the requirements in **Attachment E**, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others (provided that Owner defines such insurance coverage and such added values are in writing prior to the occurrence of a claim), comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 until Substantial Completion of the Project or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever comes first. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project as their interests might appear. Such insurance shall not cover loss to tools, machinery, scaffolding, hoists, forms, staging, shoring, and similar items commonly referred to as construction equipment, which may be on the site and the capital value of which is not included in the Work. [If Owner is required to furnish such builder's risk coverage by the Insurance Requirements attached to the Agreement and such coverage does not include loss to such construction equipment, Contractor may separately secure coverage and the premium cost thereof shall be a Cost of the Work.]

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, subject to policy terms, exclusions and conditions, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Contractor's services and expenses required as a result of such insured loss subject to policy terms, conditions, and exclusions.

§ 11.3.1.2 If the Owner does not intend to purchase or request Contractor to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit and at risk to the Contractor.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be added to the Guaranteed Maximum Price by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the party required to furnish such insurance shall file with the other party a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the other party.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. Such waiver is valid and enforceable with regard to the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, to the extent such parties have executed or entered into similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the property insurance required hereunder shall be adjusted by the Owner and the Contractor as joint payees and as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

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§ 11.3.9 If required in writing by the Owner or the Contractor, the party adjusting such loss as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of such party's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. Such party shall deposit in a separate account proceeds so received, which the party shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The party adjusting the loss shall have power to adjust and settle a loss with insurers unless the Owner or the Contractor shall object in writing within five days after occurrence of loss to the exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in strict accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as required by law.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced as a Cost of the Work without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be a Cost of the Work unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be reimbursable to the Contractor as Cost of the Work up to the Guaranteed Maximum Price.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 Subject to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

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§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear as Cost of the Work up to the Guaranteed Maximum Price, the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole or in part without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to an institutional, licensed lender providing construction financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under the Contract Documents, including those obligations incurred prior to the date of the assignment. The Contractor shall execute all mutually agreed consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals as Cost of the Work up to the Guaranteed Maximum Price. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense as a Cost of the Work up to the Guaranteed Maximum Price.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

Init.

- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

14.1.5 DEFAULT BY OWNER. Subject to Owner's right to withhold payment to Contractor under the Contract, if Owner fails to pay undisputed amounts due to Contractor and Owner has failed to cure such failure within fifteen (15) days following Contractor's written notice to Owner to cure such failure, Contractor may terminate the Contract upon delivery of written notice of termination provided such notice is delivered to Owner prior to Contractor's receipt of payment of all undisputed amounts owing to Contractor as set forth in the written notice to cure. In the event of such termination, Contractor shall recover from Owner as provided in Section 14.1.3 above.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority having jurisdiction over the Project; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker (if an Initial Decision Maker is established by the Agreement) that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Take possession of all materials, equipment, tools, and construction equipment and machinery thereon paid for by the Owner;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall be entitled to payment for Work actually is finished, subject to Owner's rights, if any, to withhold payment as expressly authorized by the Contract Documents.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker (if an Initial Decision Maker is established by the Agreement), upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include

(Paragraphs deleted)

profit, overhead, and all associated costs and expenses.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party (and to the Initial Decision Maker if an Initial Decision Maker is established by the Agreement). Claims by either party must be initiated within a reasonable time after occurrence of the event giving rise to such Claim or the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract with regard to matters not in good faith dispute and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker (if an Initial Decision Maker is established by the Agreement).

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include, to the extent reasonably determinable by the Contractor, an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions (including the physical conditions of the jobsite caused by the adverse weather) had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those alleging an error or omission by any person serving as the Initial Decision Maker or arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision (but if an Initial Decision Maker is established by the Agreement). Except for those Claims excluded by this Section 15.2.1 and if an Initial Decision Maker is established by the Agreement, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 If an Initial Decision Maker is established by the Agreement, the Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker (if an Initial Decision Maker is established by the Agreement) may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data (if an Initial Decision Maker is established by the Agreement), such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

Init.

§ 15.2.5 The Initial Decision Maker (if an Initial Decision Maker is established by the Agreement) will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. If an Initial Decision Maker is established by the Agreement, the initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 If an Initial Decision Maker is established by the Agreement, either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 [Intentionally deleted.]

§ 15.3.2 Although not a condition precedent to institution of an arbitration proceeding or any other legal or equitable proceedings, the parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement, and with a mutually agreed mediator. Either party may request mediation by delivering a written request to the other party to the Contract. Mediation may occur prior to or concurrently with an arbitration proceeding. A request for mediation shall not stay or delay an arbitration except by agreement of the parties or order of the arbitrator for good cause shown.

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

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded. If the dispute involves a claim in an amount below \$500,000, the arbitrator shall be an attorney with at least ten (10) years of construction law experience. If the dispute involves a claim in an amount equal to or greater than \$500,000, there shall be three (3) arbitrators who must all be attorneys with at least ten (10) years of construction law experience.

§ 15.4.1.1 A demand for arbitration shall be made no later than the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

15.4.1.2 Procedures for Arbitration. The applicable Construction Industry Arbitration Rules of the American Arbitration Association which shall govern or control all arbitrations of Claims or disputes arising under this Agreement are amended or modified as set forth below.

15.4.1.2.1 The arbitrator or panel of arbitrators shall establish reasonable procedures and requirements for the production of relevant documents, require the exchange of information concerning witnesses to be called. For arbitrations involving monetary claims in excess of \$50,000: (1) the parties shall be entitled to discover all documents and information reasonably necessary for a full understanding of any legitimate issue raised in the arbitration and (2) the parties may use all methods of discovery available under the Federal Rules of Civil Procedure and shall be governed thereby. Prior to the deposition of any expert witness, the party proposing to call such a witness shall provide a full and complete report by the expert, together with the expert's calculations and other data by which the expert reached any opinions concerning the subject matter of the arbitration. The report shall be provided no less than ten (10) days prior to the date set for the expert witness' deposition. Any disputes arising from such discovery shall be decided by the arbitrator (or panel) and such decision shall be final as in all other matters.

15.4.1.2.2 There shall be a prehearing meeting between the parties at which each party shall present a memorandum disclosing the factual basis of its claim and defenses and disclosing legal issues raised. The memorandum shall also disclose the names of any expert a party shall present as a witness during the proceedings. At the prehearing meeting, the arbitrator (or panel) shall make rulings and set schedules for hearing consistent with their powers as set forth herein.

15.4.1.2.3 The Texas Rules of Evidence shall be applied by the arbitrator (or panel) but liberally construed to allow for the admission of evidence that is helpful in resolving the controversy. Rulings on the admission of evidence made by the arbitrator (or panel) at the hearing shall be final and not subject to any appeal. At the time of the award, the arbitrator (or panel) shall prepare and provide to the parties findings of fact and conclusions of law supporting the award.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Intentionally deleted.

§ 15.4.4.2 Intentionally deleted.

§ 15.4.4.3 Intentionally deleted.

L I N B E C K

Evelyn's Park
Owner-Construction Manager Agreement
Exhibit D – Personnel Categories and Rates

<u>Classification</u>	<u>Hourly Rate</u>
Project Executive	\$130.00
Project Manager	\$ 90.00
Chief Estimator	\$130.00
Assistant Superintendent	\$ 65.00
Project Engineer	\$ 65.00
Safety Director	\$ 66.00
Estimator / Cost Analyst	\$ 65.00
Engineer	\$ 60.00
Administration	\$ 50.00
Project Support Services	\$ 72.00

These rates are subject to modification at the beginning of each Linbeck fiscal year (January 1).

End of Exhibit D

Attachment: Linbeck Original Contract signed 121514 (1593 : Evelyn's Park Construction Phase Services)

L I N B E C K

Evelyn's Park
Owner/Construction Manager Agreement
Exhibit E – Insurance Requirements

1. PRACTICE PROGRAM

Construction Manager is providing General Liability and Excess Liability insurance coverage (“Casualty Insurance”) and other liability insurance coverage (“Other Insurance”). Construction Manager is also providing Workers’ Compensation insurance coverage (“WC Insurance”) for its personnel.

The premium for the Casualty Insurance and Other Insurance (“Insurance Premium”) is calculated by multiplying the agreed percentage rate of 1.50% (“Insurance Percentage Rate”) by the aggregate Cost of the Work. The Cost of the Work is defined in the Contract. The Insurance Percentage Rate is fixed for the duration of the Work and is not subject to audit.

The premium for WC Insurance is calculated by multiplying (1) the standard WC classification rates for the State where the Project is located **times** (2) the increased limits rate **times** (3) the waiver of subrogation rate **times** (4) the WC modifier **times** (4) any surcharges for the State where the Project is located. The multiplicative product of (1), (2), (3), (4) and (5) is the Workers’ Compensation rate (the “WC Rate”). The WC Rate is revised on an annual basis at renewal.

During the performance of the Work, Construction Manager shall maintain insurance policies providing the coverages and limits specified below, subject to the terms, conditions and exclusions stated in such policies. The policies shall be issued by insurers licensed to do business in the State of Texas.

COVERAGE**MINIMUM AMOUNTS AND LIMITS****A. Workers’ Compensation**

Workers’ Compensation	Statutory limits
Employer’s Liability	\$1,000,000 each accident
	\$1,000,000 disease
	\$1,000,000 each employee

This policy shall include a Waiver of Subrogation in favor of Owner.

B. Commercial General Liability

Bodily Injury/ Property Damage (Occurrence Basis)	\$2,000,000 each occurrence or equivalent, subject to a \$2,000,000 aggregate
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L I N B E C K

Evelyn's Park
Owner/Construction Manager Agreement
Exhibit E – Insurance Requirements

This policy shall include Owner as an additional insured, state that this insurance is primary insurance with regard to any other insurance carried by Owner, and shall include the following coverages:

- (1) Premises/Operations;
- (2) Independent Contractors;
- (3) Completed Operations for a period of two (2) years following the Substantial Completion of the Work;
- (4) Contractual Liability;
- (5) Property Damage;
- (6) Personal Injury Liability;
- (7) Advertising Liability; and
- (8) No Exclusions relative to Collapse, Explosion, and Underground Property Damage Hazards.

C. Comprehensive Automobile Liability

Bodily Injury	\$1,000,000 Combined Single Limit
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This policy shall cover all owned, hired and non-owned vehicles. This policy shall include Owner as an additional insured and state that this insurance is primary insurance with regard to any other insurance carried by Owner.

D. Excess Liability Insurance

Bodily Injury/	\$5,000,000 per occurrence
Property Damage	\$5,000,000 aggregate
(Occurrence Basis)	

This policy shall be written on a following form umbrella excess basis above the coverages described in **Paragraphs A, B, and C** above, and shall include Owner as an additional insured.

E. Certificates of Insurance

Construction Manager shall furnish evidence of the required insurance coverage to Owner in the form of Certificates of Insurance issued by the insurance carriers. The Certificates of Insurance will confirm the required Additional Insured and Waiver of Subrogation endorsements.

L I N B E C K

Evelyn's Park
Owner/Construction Manager Agreement
Exhibit E – Insurance Requirements

F. Subcontractor's Insurance

Construction Manager's subcontractors shall provide coverage similar to that required of Construction Manager; provided, however, the limits of such insurance may be adjusted in accordance with the nature of each subcontractor's operations. Construction Manager shall maintain Certificates of Insurance from Construction Manager's subcontractors, and shall provide to Owner a copy of each subcontractor Certificate of Insurance upon Owner's request.

2. SUBCONTRACTOR DEFAULT INSURANCE

Contractor will provide Subcontractor Default Insurance coverage during the performance of the Work. The following premium rates apply to the Subcontractor Default Insurance:

Subcontractor Default Insurance Rates

	Rate
Portion of each individual subcontract, material contract or service contract value from \$0 to \$500,000	1.500%
Portion of each individual subcontract, material contract or service contract value from \$500,001 to \$2,000,000	1.195%
Portion of each individual subcontract, material contract or service contract value above \$2,000,001	0.875%

The Subcontractor Default Insurance premium rates are fixed for the duration of the Work and are not subject to audit.

3. DEFINED TERMS

Unless otherwise provided in the Contract, all capitalized and/or defined terms used in this **Exhibit E** shall have the same meaning given to such capitalized and/or defined terms in the Contract.

End of Exhibit E

LINBECK

*Evelyn's Park
Owner-Construction Manager Agreement
Exhibit F – Owner Financial Information*

City of Bellaire, Texas (“Owner”) confirms to **Linbeck Group, LLC** (“Construction Manager”) the following information with regard to construction of the **Evelyn's Park** (the “Project”):

1. The name, address and business telephone number of the primary obligor:

City of Bellaire
7008 South Rice Avenue
Bellaire, TX 77401

2. A description, legally sufficient for identification, of the property on which the Project is being constructed:

Evelyn's Park
4400 Bellaire Boulevard
Bellaire, TX 77401

3. The name and address of any surety on any payment bond provided under Chapter 53, of the Texas Property Code to which any notice of claim should be sent: n/a

4. Information with regard to any loan obtained for construction of the improvements:

Issued General Obligation Bonds, Series 2013

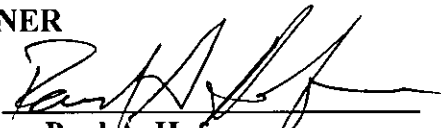
5. The amount and location of funds available to pay the construction contract with Construction Manager:

- (a) Amount: \$5,000,000
(b) Location of Funds: City of Bellaire Texpool Investment Account

6. Owner advises the Construction Manager that funds are available to Owner and have been authorized for the full construction contract amount for construction of the Project.

Owner executed this document on 12/11/14.

OWNER

By: 
Name: **Paul A. Hofmann**
Title: **City Manager**

Attachment: Linbeck Original Contract signed 121514 (1593 : Evelyn's Park Construction Phase Services)

GMP Amendment to Agreement Between Owner and Construction Manager

Pursuant to the Agreement dated December 15, 2014 between **City of Bellaire** (*Owner*) and **Linbeck Group, LLC** (*Construction Manager*) for the **Evelyn's Park** (*the Project*), the Owner and Construction Manager establish a Guaranteed Maximum Price and Contract Time for the Work as set forth below.

ARTICLE I GUARANTEED MAXIMUM PRICE

The Construction Manager's Guaranteed Maximum Price for the Work, including the estimated Cost of the Work and the Construction Manager's Fee is **Six million two hundred sixty two thousand five hundred forty one dollars (\$6,262,541.00)**.

The GMP is for the performance of the Work in accordance with the Contract Documents listed and attached to this Amendment and marked Exhibit A through G as follows:

Exhibit A	Drawings, Specifications and Addenda
Exhibit B	Assumptions and Clarifications
Exhibit C	Allowances
Exhibit D	Alternates
Exhibit E	Construction Schedule
Exhibit F	Guaranteed Maximum Price Summary
Exhibit G	Value Engineering / Budget Adjustment Worksheet

ARTICLE II DATE OF SUBSTANTIAL COMPLETION

The date of Substantial Completion established by this Amendment is: Pending Notice to Proceed.

OWNER
CITY OF BELLAIRE

CONSTRUCTION MANAGER
LINBECK GROUP, LLC

BY:

Paul A. Hofmann, City Manager

BY:

David Stueckler, President & CEO

DATE:

DATE: 5/7/15

TB

LINBECK

City of Bellaire - Evelyn's Park – Job 02284
Exhibit A – Drawings, Specifications and Addenda
May 4, 2015

<u>Sheet No.</u>	<u>Title</u>	<u>Date</u>	<u>Latest Revision</u>
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DRAWINGS:

S001	General Notes	12/16/14	4/10/15
S002	General Notes	12/16/14	
S003	Structural Symbols and Annotation	12/16/14	
S101	Even Building Foundation Plan	12/16/14	4/10/15
S102	Restroom Pavilion Foundation Plan	12/16/14	
S111	Event Building Roof Plan	12/16/14	4/10/15
S112	Restroom Pavilion Roof Plan	12/16/14	
S201	Building Sections	12/16/14	4/10/15
S202	Building Sections	12/16/14	
S301	Typical Details	12/16/14	
S302	Typical Details	12/16/14	
S303	Typical Foundation Details	12/16/14	
S304	Typical Foundation Details	12/16/14	
S305	Typical Foundation Details	12/16/14	
S306	Typical Foundation Details	12/16/14	
S307	Typical Masonry Details	12/16/14	
S308	Typical Wood Framing Details	12/16/14	4/10/15
S309	Typical Wood Framing Details	12/16/14	4/10/15
S400	Foundation Details	12/16/14	4/10/15
S401	Foundation Details	12/16/14	4/10/15
S410	Framing Details	12/16/14	
S411	Framing Details	12/16/14	4/10/15
A000	Index Sheet	12/16/14	4/1/15
A001	Life Safety	12/16/14	
A100	Site Plan	12/16/14	
A101	Site-Floor Plan	12/16/14	
A200	Floor Plan- Event Building	12/16/14	4/1/15
A202	Floor Plan- Restroom Pavilion	12/16/14	2/25/15
A220	Enlarged Plans- Restrooms	12/16/14	4/1/15
A221	Enlarged Plans- Café	12/16/14	4/1/15
A222	Enlarged Plans- Office	12/16/14	4/1/15
A240	Roof Plan- Event Building	12/16/14	4/1/15
A241	Roof Plan- Restroom Pavilion	12/16/14	
A260	Door Schedule	12/16/14	4/1/15
A261	Window Schedule	12/16/14	4/1/15
A262	Room Finish Schedule	12/16/14	4/1/15
A300	RCP- Event Building	12/16/14	4/1/15

LINBECK

City of Bellaire - Evelyn's Park – Job 02284
Exhibit A – Drawings, Specifications and Addenda
May 4, 2015

<u>Sheet No.</u>	<u>Title</u>	<u>Date</u>	<u>Latest Revision</u>
A301	RCP- Community Restroom	12/16/14	
A400	Elevations	12/16/14	4/1/15
A401	Elevations	12/16/14	4/1/15
A402	Elevations	12/16/14	4/1/15
A500	Sections	12/16/14	4/1/15
A501	Sections	12/16/14	4/1/15
A502	Sections	12/16/14	
A600	Wall Sections	12/16/14	4/1/15
A601	Wall Sections	12/16/14	4/1/15
A602	Wall Sections	12/16/14	4/1/15
A603	Wall Sections	12/16/14	4/1/15
A605	Wall Sections	12/16/14	4/1/15
A700	Interior Elevations- Event Hall	12/16/14	1/16/15
A701	Interior Elevations- Café	12/16/14	4/1/15
A702	Interior Elevations- Office	12/16/14	2/25/15
A703	Interior Elevations- RR	12/16/14	4/1/15
A704	Interior Elevations- RR Pavilion	12/16/14	2/25/15
A800	Vertical Circulation	12/16/14	2/25/15
A900	Plan Details	12/16/14	4/1/15
A901	Plan Details	12/16/14	
A902	Plan Details	12/16/14	
A903	Plan Details	12/16/14	4/1/15
A910	Section Details	12/16/14	4/1/15
A911	Section Details	12/16/14	4/1/15
A912	Section Details	12/16/14	4/1/15
A913	Section Details	12/16/14	4/1/15
A914	Section Details	12/16/14	4/1/15
A915	Section Details	12/16/14	4/1/15
A950	Millwork	12/16/14	
A1240	Roof Plan- Alternate	12/16/14	
A1300	RCP- Alternate	12/16/14	
A1400	Elevations- Alternate	12/16/14	
A1500	Building Sections- Alternate	12/16/14	
A1600	Wall Sections- Alternate	12/16/14	
A1900	Details- Alternate	12/16/14	
D100	Floor Plan- Demo Plan	12/16/14	
M001	Symbol Legend- Mechanical	12/16/14	
M002	Schedules and Details- Mechanical	12/16/14	4/10/15

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City of Bellaire - Evelyn's Park – Job 02284
Exhibit A – Drawings, Specifications and Addenda
May 4, 2015

<u>Sheet No.</u>	<u>Title</u>	<u>Date</u>	<u>Latest Revision</u>
M101	Details- Mechanical	12/16/14	
M102	Details- Mechanical	12/16/14	
M103	Details- Mechanical	12/16/14	
M104	Details- Mechanical	12/16/14	
M200	Floor Plan- Event Building- Mechanical	12/16/14	
M201	Floor Plan- Mechanical Piping	12/16/14	
M202	Floor Plans- Pavilions- Mechanical	12/16/14	
M501	Controls, Mechanical	12/16/14	
M502	Controls, Mechanical	12/16/14	
E001	Symbol Legend- Electrical	12/16/14	4/10/15
E002	Lighting Fixture Schedule- Electrical	12/16/14	
E100	Site Plan- Electrical	12/16/14	4/10/15
E200	Floor Plan- Event Building- Power	12/16/14	4/10/15
E300	Floor Plan- Event Building- Lighting	12/16/14	
E401	Enlarged Kitchen- Electrical	12/16/14	
E402	Kitchen Equipment Schedule	12/16/14	
E501	Electrical One-Line Diagram	12/16/14	4/10/15
E601	Electrical Panel Schedules	12/16/14	4/10/15
E602	Electrical Panel Schedules	12/16/14	4/10/15
E701	Details- Electrical	12/16/14	
E702	Details- Electrical	12/16/14	
P001	Symbol Legend- Plumbing	12/16/14	4/10/15
P200	Underfloor Plan- Event Building- Plumbing	12/16/14	4/10/15
P201	Floor Plan- Event Building- Plumbing	12/16/14	4/10/15
P202	Floor Plan- Pavilions- Plumbing	12/16/14	4/10/15
P220	Enlarged Plans- Restrooms	12/16/14	
P300	Plumbing Details	12/16/14	
P401	Enlarged Kitchen- Plumbing	12/16/14	
P402	Kitchen Equipment Schedule	12/16/14	
P500	Sanitary Riser	12/16/14	
P501	Water Riser	12/16/14	4/10/15
LD100	Event Building RCP	12/16/14	
LD101	Community Pavilion RCP	12/16/14	
FS.1	Kitchen Equipment Floor Plan	12/16/14	
FS.2	Kitchen Equipment Listing	12/16/14	
FS.3	Kitchen Plumbing Rough-In Plan	12/16/14	
FS.4	Kitchen Electrical Rough-In Plan	12/16/14	
FS.5	Kitchen Exhaust Hoods	12/16/14	

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City of Bellaire - Evelyn's Park – Job 02284
Exhibit A – Drawings, Specifications and Addenda
May 4, 2015

<u>Sheet No.</u>	<u>Title</u>	<u>Date</u>	<u>Latest Revision</u>
FS.6	Kitchen Equipment Details	12/16/14	
FS.7	Kitchen Equipment Details	12/16/14	
L0.00	Cover Sheet	12/16/14	
L0.01	Existing Conditions	12/16/14	
L0.02	Alternates Plan	12/16/14	4/10/15
L1.00	Demolition Notes	12/16/14	
L1.01	Demolition Plan	12/16/14	
L2.00	Materials Legend	12/16/14	4/10/15
L2.01	Materials Plan	12/16/14	4/10/15
L3.00	Layout Legend	12/16/14	4/10/15
L3.01	Layout Plan	12/16/14	4/10/15
L3.02	Layout Plan	12/16/14	4/10/15
L3.03	Layout Plan	12/16/14	4/10/15
L3.04	Layout Plan	12/16/14	4/10/15
L3.05	Layout Plan	12/16/14	4/10/15
L3.06	Layout Plan	12/16/14	4/10/15
L3.07	Layout Plan	12/16/14	4/10/15
L3.08	Layout Plan	12/16/14	4/10/15
L3.09	Layout Plan	12/16/14	4/10/15
L4.00	Grading Legend	12/16/14	4/10/15
L4.01	Grading Plan	12/16/14	4/10/15
L4.02	Grading Plan	12/16/14	4/10/15
L4.03	Grading Plan	12/16/14	4/10/15
L4.04	Grading Plan	12/16/14	4/10/15
L4.05	Grading Plan	12/16/14	4/10/15
L4.06	Grading Plan	12/16/14	4/10/15
L4.07	Grading Plan	12/16/14	4/10/15
L4.08	Grading Plan	12/16/14	4/10/15
L4.09	Grading Plan	12/16/14	4/10/15
L4.10	Drainage Details	12/16/14	
L4.11	Drainage Details	12/16/14	4/10/15
L5.01	Site Sections	12/16/14	
L5.02	Site Sections	12/16/14	
L5.03	Site Sections	12/16/14	
L5.04	Site Sections	12/16/14	
L5.05	Site Sections	12/16/14	
L5.06	Hardscape Details	12/16/14	2/25/15
L5.07	Accessible Ramp Details	12/16/14	

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City of Bellaire - Evelyn's Park – Job 02284
Exhibit A – Drawings, Specifications and Addenda
May 4, 2015

<u>Sheet No.</u>	<u>Title</u>	<u>Date</u>	<u>Latest Revision</u>
L5.08	Site Wall Details	12/16/14	1/9/15
L5.09	Stair Details	12/16/14	
L5.10	Maintenance Area Details	12/16/14	4/10/15
L5.11	Sign and Trellis Details	12/16/14	4/10/15
L5.12	Entry Monument	12/16/14	
L5.13	Butterfly Wall Details	12/16/14	1/9/15
L5.14	Site Furnishings	12/16/14	
L5.15	Site Furnishings	12/16/14	
L5.16	Playground Details	12/16/14	4/10/15
L5.17	Observation Deck and Rails	12/16/14	
L5.17A	Play Area Enlargement	12/16/14	4/10/15
L5.18	Observation Deck and Rails	12/16/14	
L5.19	Fountain Details	12/16/14	1/9/15
WE1.1	Fountain Symbols and Notes	12/16/14	
WE2.1	Fountain Electrical Site Plan	12/16/14	
WE3.1	Fountain Eq. Space Power System	12/16/14	
WE4.1	Water Feature Electrical Details	12/16/14	
WP1.1	Fountain Plumbing Notes & Symbols	12/16/14	
WP2.1	Fountain Site Plan	12/16/14	
WP3.1	Fountain Equipment Site Plan	12/16/14	
WP4.1	Fountain Schematic Piping Diagram	12/16/14	
WP5.1	Fountain Installation Details	12/16/14	
WP5.2	Fountain Installation & Fab. Details	12/16/14	
L6.01	Irrigation Legend	12/16/14	1/26/15
L6.02	Irrigation Plan	12/16/14	1/26/15
L6.03	Irrigation Details	12/16/14	
L6.04	Irrigation Details	12/16/14	
L6.05	Irrigation Details	12/16/14	
L7.00	Planting Legend	12/16/14	4/10/15
L7.01	Planting Plan	12/16/14	4/10/15
L7.02	Planting Details	12/16/14	
L9.00	Lighting Legend	12/16/14	
L9.01	Lighting Plan	12/16/14	
L9.02	Lighting Details	12/16/14	1/19/15
L9.03	Lighting Details	12/16/14	
E0.1	Electrical Specifications	12/16/14	4/14/15
E0.2	Electrical General Notes	12/16/14	4/14/15
E1.1	Site Electrical Plan	12/16/14	4/14/15

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City of Bellaire - Evelyn's Park – Job 02284
Exhibit A – Drawings, Specifications and Addenda
May 4, 2015

<u>Sheet No.</u>	<u>Title</u>	<u>Date</u>	<u>Latest Revision</u>
E4.0	One-Line Diagrams & Load Analysis	12/16/14	4/14/15
E4.1	Panel & Conduit Schedules	12/16/14	4/14/15
C0.1	Construction Notes	12/15/14	
C1.0	Site Plan	12/15/14	
C2.0	Grading Plan	12/15/14	4/9/15
C2.1	Drainage Plan	12/15/14	4/9/15
C2.2	Drainage Map	12/15/14	4/9/15
C2.3	Flood Plain Mitigation	12/15/14	
C3.0	Utility Plan	12/15/14	4/9/15
C3.1	Plan & Profile/Traffic Control Plan	12/15/14	
C4.0	SWPPP	12/15/14	
C4.1	SWPPP Details	12/15/14	
C5.0	Details	12/15/14	
C5.1	Details	12/15/14	
C5.2	Details	12/15/14	4/9/15
C5.3	Details	12/15/14	
C5.4	Details	12/15/14	
S0.0	General Notes	12/16/14	
S0.1	Typical Details	12/16/14	
S0.2	Typical Details-Retaining Wall and Stair	12/16/14	
S1.0	Site Plan	12/16/14	
S2.0	Seat Walls	12/16/14	
S2.1	Sign and Trellis	12/16/14	
S2.2	Entry Monument	12/16/14	
S2.3	Butterfly Wall	12/16/14	
S2.5	Fountain Plan & Section	12/16/14	
S2.6	Playground Deck Plan	12/16/14	

SPECIFICATIONS:

Project Manual	12/16/14	4/10/15
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End of Exhibit A

Division 100 – General Conditions

1. The "Guarantee Maximum Price" (GMP) is based on GMP drawings dated December 16, 2014 as prepared by Lake | Flato Architects.
2. The Guaranteed Maximum Price (GMP) Estimate has also incorporated the following Addendums:
 - a. Addendum 1 dated 01-09-15.
 - b. Addendum 2 dated 01-16-15.
 - c. Addendum 3 dated 01-23-15.
 - d. Addendum 4 dated 02-13-15.
 - e. Addendum 5 dated 02-25-15.
 - f. Addendum 6 dated 04-10-15
3. The GMP includes the cost of a Construction Manager's performance and payment bond.
4. The GMP excludes the cost of all building permits.
5. The GMP includes the cost of Builder's Risk insurance.
6. The GMP excludes any assessment and impact fees required by regulatory agencies.
7. The GMP excludes cost of materials/quality control, third party testing and commissioning and testing services to be provided by Owner.
8. The GMP excludes prevailing wage rates.
9. The GMP excludes the cost of power, water, gas or other utilities used during the work that are provided from permanent utility sources.
10. The GMP includes the cost of parking fees for construction personnel.
11. All FFE (furniture, fixtures and equipment) will be furnished and installed by the Owner.
12. The relocation of Comcast lines and AT&T lines shall be contracted by the Owner directly with these entities. No costs are included in the GMP to address these relocations.
13. The GMP excludes the following additional scope that was included with Addendum #6:
 - a. Additional stump seating;
 - b. Additional ground coverage;
14. GMP excludes cost regarding CenterPoint infrastructure.
15. The GMP excludes trees, ornamental trees and overstock trees as shown on L7.00.
16. The Alternate pricing listed in Exhibit G valid until June 30, 2015.

Division 200 – Demolition

1. The GMP excludes lead abatement and asbestos abatement.
2. All Hazardous abatement to be done by Owner prior to construction start. Linbeck will require a certification document to prove abatement is complete.

Division 300 – Concrete

1. The GMP includes Form liners as detailed below
(As listed in Form Liners Manual) <http://www.formliners.com/catalog.php>
 - a. No. 16020 Rough Sawn Plank
2. The GMP includes 8" concrete pads for heat pump equipment.
3. The GMP includes 10' deep light pole foundations.

4. The GMP includes 10' deep site concrete piers.

Division 400 – Masonry

1. All CMU is bid as lightweight per ASTM C90. All CMU is standard gray with no special colors or finishes.

Division 500 – Structural Steel

1. All Exterior Structural Steel to be galvanized.
2. The GMP Includes Pivoting shutter doors with 2"x2" 11 gauge HSS Steel.
3. The GMP Includes Sliding Steel doors with 2"x2" 11 gauge HSS Steel.
4. The GMP Includes Custom 3/8" Aluminum seats on concrete bench to be powder coated finish.
5. The GMP Includes Custom Benches and chairs made of 3/8" Carbon Steel and powder coated dark brown. Includes allowance for laser cut text.
6. All deck is quoted as non-cellular deck products.
7. The GMP excludes fixed access to the equipment platform.

Division 600 – Carpentry

1. Café Millwork
 - a. The GMP includes a display unit with glass allowance of \$1,500.
2. Event Center Wood Paneling
 - a. The GMP includes custom site stained wood panels (standard manufacturer stains).
 - b. The GMP includes sanded edge treatments.
 - c. The GMP includes acoustic fabric under stained wood panels.
 - d. The GMP includes 3/4" sanded oak plywood w/ sanded edges.
 - e. The GMP excludes fire rated oak panels.
 - f. The GMP includes installation of panels by screw attachments only.
 - g. The GMP excludes any special patterns or designs on the Wood Panels.
3. The GMP excludes FSC certification and reporting.
4. The GMP excludes any reglets at wood panel walls.
5. The GMP includes solid surface countertops in event center bathroom and not stainless steel.
6. The GMP includes all bronze cladding and other metal cladding to be 1/4" with Standard Pattern.

Division 700 – Thermal Moisture & Protection

1. The GMP includes the following for air barrier membrane.
 - a. Membrane flashing at:
 - i. Base
 - ii. Perimeters of doors and windows
 - iii. Shelf angles
 - iv. Wall-to-roof transitions

- b. Joint Sealants Polyurethane sealants and caulking at:
 - i. Sidewalk expansion joints
 - ii. Site concrete paving to building isolation joints
 - iii. Site concrete paving expansion joints
 - iv. Curb expansion joints
- c. Standing Seam Metal Roof includes the following:
 - i. 26 gauge standing seam roof from Pre – Engineered Building Manufacturers Standard Colors
 - ii. We have included perimeter gutters w/ rain chain downspouts

Division 800 – Glass & Glazing

- 1. The GMP includes 3,995 SF of storefront glass.

Division 900 – Walls, Ceilings and Acoustical

- 1. The GMP includes medium orange peel finish for all drywall walls.

Division 900 – Floors

- 1. All remaining unused flooring, approximately 1% to 2%, will be provided as attic stock in lieu of the specified 5% attic stock.
- 2. We have included sealed floors and polished floors as shown in finish schedule.

Division 900 – Painting and Wall covering

- 1. Pavilion and entry canopies will have a paint-over galvanized finish.
- 2. The GMP includes site stained oak wall MDF strips and site stained oak wall panels.

Division 2300 – Electrical

- 1. The GMP includes installing new bused weather-head / CT Electrical service per CenterPoint Standards.
- 2. All site electrical and lighting included that is shown on the electrical drawings. Any lights or electrical elements shown on the landscape drawings are not included in the GMP.
- 3. Per the Architect, light fixtures shown on the landscaping drawings are not included.
- 4. The GMP excludes all security wiring; devices are furnished and installed by others. GMP includes back boxes and conduit in concealed spaces for the security items shown on the drawings only.
- 5. The GMP excludes Tele Data, Security, Audio and CATV systems.
- 6. The GMP includes conduit and string through inaccessible spaces/ceilings. All other required infrastructure (J-hooks, straps, cable tray, cable baskets, etc.) in accessible areas and accessible ceilings is by Owner.
- 7. All electrical work is in compliance with NFPA70E.

Division 2400 – HVAC I Plumbing I Fire Protection

- 1. The GMP includes a NEBB certified air balance.

2. Per the Owner, enhanced commissioning for the MEP systems is not to be included.
The GMP does includes start-up and TAB per the specifications.
3. The GMP includes the manufacturer's standard internal vibration isolation on equipment as shown.
4. The GMP includes life safety dampers as shown on the drawings.
5. The GMP includes concealed heads with flexible connectors and standard color cover plates in acoustical suspended ceiling (located in catering/kitchen area) are included.
6. The GMP includes sprinkler pipe as schedule 40 threaded connections at 2" and smaller, and victaulic pipe connections for 2 1/2" and larger.
7. The GMP includes design for the Fire Protection system for a minimum water supply of 1000 GPM at a residual pressure of 50 psi.
8. The GMP includes fire sprinkler system designed for a light and ordinary hazard per NFPA 13, as indicated on the drawings.
9. The GMP includes risers to include a riser check valve, electric bell, main drain assembly, test and drain assembly, wall mounted Fire department connection complete with check valve, ball drip and ID plate, flow switch, control valve with tamper switch.
10. The GMP excludes fire protection heads at composite wood roof eaves or ceilings.
11. The GMP excludes Sprinkler heads lower than 7'-0" AFF will be protected with head guards.

Division 2600 – Sitework

1. The GMP excludes the lift station, assumed not required.
2. The GMP includes foundations for the memorial garden foundations.
3. The GMP includes ground slide only.
4. The GMP excludes procurement and installation of wood "Dragonfly" climbing structure.
5. The GMP includes concrete Butterfly Wall. Aluminum donor panels and anchor pins excluded.

End of Exhibit B

The GMP includes the following Allowances. When the actual costs are determined, the GMP will be adjusted by Change Order to incorporate the actual cost and the corresponding Construction Manager's General Conditions, Contingency and Fee. The Allowance amounts listed below include furnishing and installing the scope of Work, unless otherwise noted.

1. Site Lighting Controllers	\$2,500
2. Building Lighting Controllers	\$2,500
3. Light Fixture – BZ1	\$2,500
4. Light Fixture – BZ3	\$500

End of Exhibit C

The following Alternates are offered as possible cost reductions or enhancements to the Project. Based on the acceptance or rejection of each alternate, the GMP will be adjusted by Change Order.

1. Solar Panels and Electrical Infrastructure	\$120,750
2. L7 Uplight Alternates and Floodlights	\$28,750
3. String Lighting and Poles	\$20,700
4. Stump Seating	\$14,375
5. Ground Cover	\$97,750

End of Exhibit D

Exhibit E

EVELYN'S PARK CONSTRUCTION SCHEDULE - 05/04/15

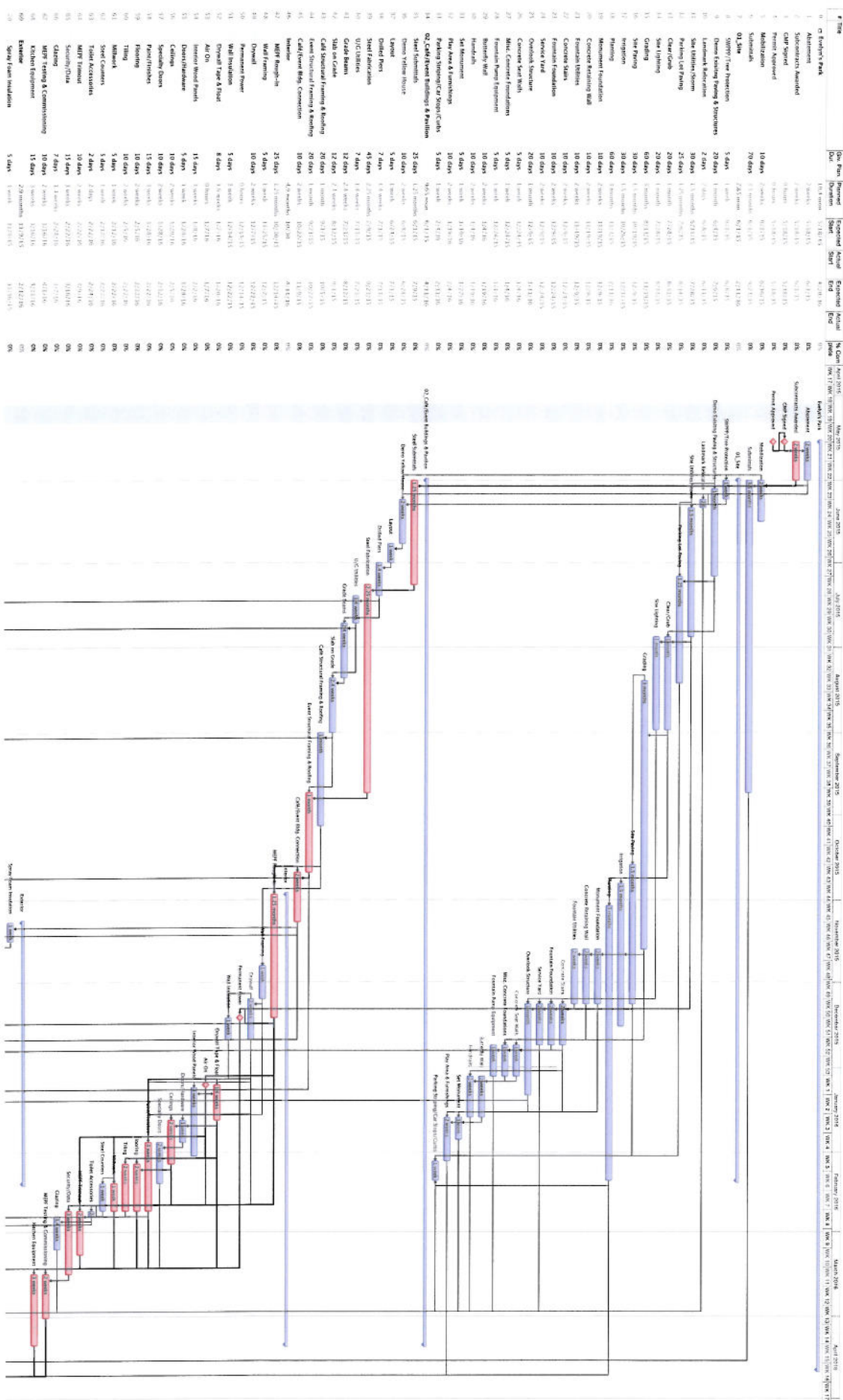
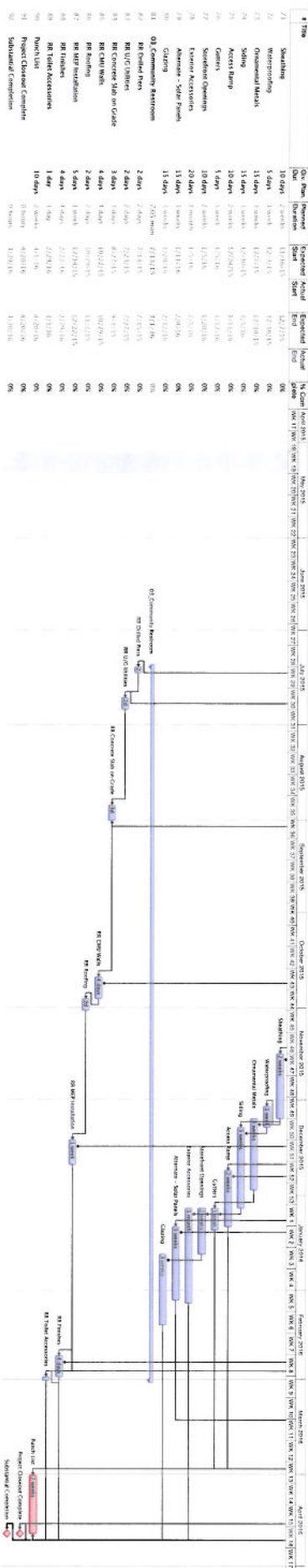


Exhibit E

EVELYN'S PARK CONSTRUCTION SCHEDULE - 05/04/15



End of Exhibit E

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Evelyns Park
Exhibit F - Guaranteed Maximum Price Summary
 Site & Event Center

GMP
 Estimate Date: 05/04/15

Estimator: J. Henderson

Gross Building Area: 7,700 SF
 Story Height: 1

Division	Work Category	Labor	Sub Contract	Purchase Contract	Material	Equipment	Total	\$/CSF	% of Total
Division 01	General Conditions	\$2,100	\$0	\$32,991	\$14,659	\$0	\$49,750	6.46%	0.79%
Division 01	Project Personnel	\$438,107	\$0	\$0	\$5,257	\$0	\$443,364	57.58%	7.08%
Division 01	Temporary Facilities	\$3,683	\$4,683	\$0	\$79,546	\$0	\$87,912	11.42%	1.40%
Division 02	Demolition	\$0	\$50,000	\$0	\$1,359	\$0	\$51,359	6.67%	0.82%
Division 03	Concrete Formwork	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%
Division 03	Concrete Reinforcing	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%
Division 03	Concrete Place & Finish	\$0	\$679,340	\$0	\$16,971	\$0	\$696,311	90.43%	11.12%
Division 03	Precast Concrete	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%
Division 04	Masonry & Stone	\$0	\$30,000	\$0	\$815	\$0	\$30,815	4.00%	0.49%
Division 05	Metals	\$0	\$245,100	\$0	\$7,164	\$0	\$252,264	32.76%	4.03%
Division 06	Carpentry	\$0	\$124,078	\$0	\$3,508	\$0	\$127,586	16.57%	2.04%
Division 07	Thermal & Moisture Protection	\$0	\$64,400	\$0	\$1,924	\$0	\$66,324	8.61%	1.06%
Division 08	Doors Frames & Hardware	\$3,450	\$45,075	\$0	\$2,618	\$0	\$51,143	6.64%	0.82%
Division 08	Glass & Glazing	\$0	\$168,496	\$0	\$4,737	\$0	\$173,233	22.50%	2.77%
Division 09	Finishes - Plaster & Drywall	\$0	\$72,150	\$0	\$2,042	\$0	\$74,192	9.64%	1.18%
Division 09	Finishes - Ceilings & Floors	\$0	\$64,200	\$0	\$1,910	\$0	\$66,110	8.59%	1.06%
Division 09	Finishes - Paint & Wall Coverings	\$0	\$90,075	\$0	\$2,622	\$0	\$92,697	12.04%	1.48%
Division 10	Building Specialties	\$2,760	\$27,500	\$0	\$977	\$0	\$31,237	4.06%	0.50%
Division 11	Equipment	\$0	\$209,000	\$0	\$3,135	\$0	\$212,135	27.55%	3.39%
Division 12	Furnishings	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%
Division 14	Conveying Systems	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%
Division 21	Fire Suppression Systems	\$0	\$46,625	\$0	\$1,267	\$0	\$47,892	6.22%	0.76%
Division 22	Plumbing	\$0	\$181,000	\$0	\$4,947	\$0	\$185,947	24.15%	2.97%
Division 23	HVAC	\$0	\$304,675	\$0	\$8,228	\$0	\$312,903	40.64%	5.00%
Division 26	Electrical	\$0	\$881,675	\$0	\$22,500	\$0	\$904,175	117.43%	14.44%
Division 27	Communication	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%
Division 28	Electronic Safety & Security	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%
Division 31	Earthwork	\$22,000	\$360,431	\$0	\$11,174	\$0	\$393,605	51.12%	6.29%
Division 32	Exterior Improvements	\$0	\$1,037,254	\$0	\$28,990	\$0	\$1,066,244	138.47%	17.03%
Division 33	Utilities	\$0	\$478,571	\$0	\$12,288	\$0	\$490,859	63.75%	7.84%
	Subtotal	\$472,100	\$5,164,328	\$32,991	\$238,638	\$0	\$5,908,057	\$767.28	94.34%
	Escalation						\$0	0.00%	0.00%
	Fee						\$177,242	23.02%	2.83%
	Contingency						\$177,242	23.02%	2.83%
	Total						\$6,262,541	\$813.32	100.00%

End of Exhibit F

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Exhibit G

City of Bellaire - Evelyn's Park

Value Engineering / Budget Adjustment Worksheet

May 4, 2015

Note: Adjustments for Alternates and New Scope include applicable Linbeck fee and General Conditions costs

Description	Adjustments			Estimate	Comments
	Pending	Rejected	Accepted		
I. Original Budget				\$6,884,570	
II. Event Center					
1. Reduce General Conditions					Reduction totaling \$152,037 included
2. Provide prefabricated canopy units at Café Porch, north elevation of Events Building, and Restroom Building in lieu of structural steel canopy as indicated			(\$5,000)		Addendum #6 documents reflect agreed VE
3. Provide alternate toilet partitions in lieu of specified ones.		(\$4,600)			Metal Partitions Floor Mounted Powder Coated
4. Provide alternate pricing Ambienta Cubicle™ - Restroom Compartments		\$2,736			http://levey-ambienta.com/ambientacubicles.html
5. Provide manual flush in lieu of electronic flush toilet fixtures / sinks			(\$4,647)		Addendum #6 documents reflect agreed VE
6. Eliminate Building Management System			(\$40,000)		Addendum #6 documents reflect agreed VE
7. Revise Outside Air Units per Lake Flato narrative: - Switch to DX split system - Eliminate kitchen exhaust makeup air unit OAU 3 and OAU 4 - Reduce tonnage to HP-4 from 32 - 16 tons		(\$55,000)			Determined to not be feasible
8. Revise Outside Air Units per Lake Flato narrative: With Electrical Option A		\$20,810			Reviewing to Addison and Controls and VRS system compatibility. Evaluating increase in Electrical Load
9. Revise Outside Air Units per Lake Flato narrative: With Electrical Option B		(\$3,000)			Reviewing to Addison and Controls and VRS system compatibility. Evaluating increase in Electrical Load
10. Provide alternate light fixture package at building		(\$20,000)			Second alternate light fixture package to be defined and evaluated at a later date
11. Provide aluminum main electrical feed in lieu of copper		(\$7,500)			Electrical Feed from switchgear to panels only. Copper to be used for distribution
12. Provide alternate electrical box in lieu of Brooks		\$0			OHMS Electric has provided an Equal product in their current pricing
13. Provide alternate vendors in lieu of Square D per Lake Flato list: - Siemens - Schneider - Eaton / Cutler Hammer - General Electric			(\$10,000)		Addendum #6 documents reflect agreed VE

Description	Adjustments		Estimate	Comments
	Pending	Rejected	Accepted	
14. Provide single electrical service in lieu of separate service with separate meters instead of sub meters. Intent to monitor usage.		(\$5,000)		(Material Price Only) Need further investigation
15. Reduce total service to 1000 Amps		(\$7,000)		To reduce main switchgear to 1000 amps (Material Price Only)
16. Provide electric feed to south fountain from building in lieu of separate line feed		\$0		After further review Current Design is most economical
17. Eliminate exterior trench drain at Event Room Doors (at Grid Line C)			(\$3,500)	Addendum #6 documents reflect agreed VE
18. Eliminate fire suppression at Roof Eaves			(\$9,500)	Per Fire Marshall additional heads at exterior overhangs for event Building and Café not required. Fire Marshall does require a backflow meter at the assembly.
19. Provide non-thermally broken glazing system in lieu of thermally broken system (Kawneer Trifab 451T)		(\$5,000)		New Energy Code will require Thermally broken
20. Provide polished (not ground) concrete floor at Restroom in lieu of tile			(\$4,800)	Addendum #6 documents reflect agreed VE
21. Provide FRP at Café Kitchen in lieu of wall tile			(\$3,800)	Addendum #6 documents reflect agreed VE
22. Provide Architectural Components Group, "Linear Open Series 1" at Event Room ceiling in lieu of specified system			(\$10,000)	Addendum #6 documents reflect agreed VE
23. Provide polished concrete (not ground) at Event Room in lieu of ground and polished concrete as specified			(\$18,400)	Addendum #6 documents reflect agreed VE
24. Provide Top Cast (by Grace) at exterior concrete at building in lieu of sandblast concrete as specified			\$0	Medium Sandblasting and Top Cast cost the same for the low SF (1,960)
25. Provide painted galvanized exterior steel in lieu of galvanized exterior steel with High Performance Coating as specified		(\$2,000)		Kits are \$180 for 2 gallons (Coverage 600 sf) Material Cost only because labor will be the same
26. Provide High Performance no galvanizing		(\$5,000)		Galvanizing steel recommended
27. Alternate Hardware Selections			(\$35,000)	Pricing Reflects Addendum #6 documents
<i>Subtotal - Event Center Adjustments</i>	\$0	(\$90,554)	(\$144,647)	
III. Site and Landscape				

Description	Adjustments			Estimate	Comments
	Pending	Rejected	Accepted		
28. Planting VE: 2.1 - Reduce Shrub and Groundcover Areas (replace with sod/seeded grass mix per plan markup) 2.2 - Reduce Shrub and Groundcover sizes and increase spacing 2.3 - Omit sod at all lawn/turf areas; substitute with hydroseed turf grass 2.4 - Omit shrub/groundcover beds on west side of Event Building and N/W Parking Lot			(\$47,476)		Addendum #6 documents reflect agreed VE
29. Irrigation VE: 3.1. Re-route main line at SW corner of site away from existing trees (reduce hand excavation)			(\$1,200)		Addendum #6 documents reflect agreed VE
30. Irrigation VE: 3.2. Substitute drip irrigation at shrub/groundcover beds except at locations with preserved existing trees 3.3. Utilize full-rotor head layout at great lawn 3.4. Review controller specification for possible savings			(\$6,579)		
31. Earthwork VE: 4.1. Reduce fill at existing tree locations (+/- 3" grade differential max)			\$0		Elevations not changed on most recent drawings
32. Earthwork VE: 4.2. Reduce height of all berms by 6"			\$0		Addendum #6 documents do not reflect agreed VE: Grade heights not revised.
33. Earthwork VE: 4.3. Reduce Elevation at building and parking lot by 3"		(\$7,200)			650 CY reduction for Berm Height Reduction
34. Earthwork VE: 4.4. Reduce Northwest Berm by 2' (create enlarged swale)		(\$4,888)			444 CY reduction for Berm Height Reduction
35. Site Utilities VE: 5.1. Reduce water line scope as noted 5.2. Omit water meter/tap at NW corner of site 5.4. Omit water and sanitary stub-outs for future fountain and lake facilities			\$0		Addendum #6 documents do not reflect agreed VE: Water meter and main water line increased in size from 2" to 3" (offsetting other cost savings).
36. Site Utilities VE: 5.3. Re-Route sanitary feed to restroom as noted			(\$1,662)		Addendum #6 documents reflect agreed VE
37. Site Utilities VE: 5.5. Water line feed to proposed fountain to be routed off of building water line			(\$1,300)		Addendum #6 documents reflect agreed VE
38. Site Utilities VE: 5.6. Omit hose bib at service yard (provide irrigation quick coupler at that location)			(\$1,500)		Addendum #6 documents reflect agreed VE

Description	Adjustments			Estimate	Comments
	Pending	Rejected	Accepted		
39. Storm Drainage VE: 5.7 Omit 'bioswale'; substitute with cobble lined swale to storm inlet			(\$7,500)		Addendum #6 documents do not reflect agreed VE. Only partial scope changes related to bioswale included.
40. Storm Drainage VE: 5.8 Revise drainage locations and pipe lengths per revisions sketch 5.9 Delete 16 area drains			(\$80,000)		Addendum #6 documents do not reflect agreed VE. Invert elevations not revised as discussed previously.
41. Electrical VE: 6.1. Verify that there is no overlap in pricing of site electrical/site lighting with Architectural Lighting			\$0		6.1 No overlap between Site Lighting / Building
42. Electrical VE: 6.2. Replace Event Power bollard at lawn with rack/enclosure per detail provided			(\$3,050)		Addendum #6 documents reflect agreed VE
43. Electrical VE: 6.3. Relocate north electrical service to mid-block (Newcastle) location per sketch		(\$12,000)			
44. Electrical VE: 6.4 Tree uplights at promenade to be Alternate 6.5 Provide 'or-equal' light fixtures			\$0		Refer to Alternate list below
45. Electrical VE: 6.7 Delete Switchgear change to Gutter / Disconnect for Electrical Mains		\$0			
46. Hardscape Materials VE: 7.1 Reduce width of decomposed granite paths at meadow garden; reduce by 4' (net 6' width)			(\$8,500)		Addendum #6 documents reflect agreed VE
47. Hardscape Materials VE: 7.2 Omit wood deck at top of slide; substitute with p.i.p concrete slab with architectural finish. Delete Rails, Piers and overlook structure.			(\$44,977)		Addendum #6 documents reflect agreed VE
48. Hardscape Materials VE: 7.3 Revise log benches detail (utilize on site logging w/ pins anchoring to subgrade)			(\$15,000)		Addendum #6 documents reflect agreed VE
49. Hardscape Materials VE: 7.4 Substitute 'Rainscreen' fence at service yard with horizontal cedar board fence; 8' height with metal posts			(\$8,500)		Addendum #6 documents reflect agreed VE
50. Hardscape Materials VE: 7.6 Change P2 - Stone Paving to DG Paving with Steel Edge			\$0		Addendum #6 documents do not reflect agreed VE: Stone P2 not revised to be DG w/ steel edge

Description	Adjustments			Estimate	Comments
	Pending	Rejected	Accepted		
Hardscape Materials VE: 7.7 Columbia Cascade makes two alternatives for embankment slides: a. E1644-162-EMB (this is a double slide, so it may save some money as opposed to buying two separate slides)		(\$1,125)			Minimal Cost Difference with this product
Hardscape Materials VE: a. Columbia Cascade makes two alternatives for embankment slides b. 1650-193-01-EMB		(\$271)			No Cost Difference with this product
Hardscape Materials VE: 7.9 Trash Receptacle – Landscape Forms Lakeside		(\$8,546)			
54. Provide High Performance no Galvanizing		(\$5,000)			As related to all site Structural Steel
55. Trees for Houston (TFH) - Donation of trees and installation			(\$148,212)		Full deduct included in GMP per TFH, EPC, and COB
56. Reduced bench count and revised trash can specification			(\$16,000)		Addendum #6 documents reflect agreed VE
57. Monument Placement by Artist			(\$9,800)		Addendum #6 documents reflect agreed VE
Subtotal - Site and Landscape Adjustments	\$0	(\$45,609)	(\$394,677)		
IV. Miscellaneous Value Engineering Items					
58. Replicate Café (Yellow House)			(\$60,000)		Additional savings via reduced General Conditions
59. Delete East Parking		(\$37,000)			
60. Delete Pavilion Bathroom		(\$79,240)			
Subtotal - Miscellaneous Adjustments	\$0	(\$116,240)	(\$60,000)		
Subtotal - Event Center, Site and Landscape, and Misc.	\$0	(\$252,403)	(\$599,324)		
Linbeck Fee Adjustment (3%)			(\$17,980)		
Construction Contingency Adjustment (3%)			(\$17,980)		
Revised GMP (w/ Accepted VE Items)				\$6,249,287	

Description	Adjustments			Estimate	Comments
	Pending	Rejected	Accepted		
V. Alternates					
61. Alternate "A" - Hydrosced in lieu of sod			(\$22,971)		Accepted, per 5/1/15 team meeting
62. Alternate "B" - Solar panels and electrical infrastructure		\$120,750			Rejected, per 5/1/15 team meeting
63. Alternate "C" - L7 Uplight alternates and floodlights		\$28,750			Rejected, per 5/1/15 team meeting
64. Alternate "D" - String lighting and poles		\$20,700			Rejected, per 5/1/15 team meeting
	Subtotal	\$0	\$170,200	(\$22,971)	(\$22,971)
VI. Potential New Scope (per Addendum #6)					
65. Electrical Items: Added Circuits for door contacts for Security Hardware, Power to Security Panel, 100 Amp recpt and 100 amp circuit, Power to added fan coil unit.			\$22,425		Accepted, per 5/1/15 team meeting
66. Pavers			\$8,625		Accepted, per 5/1/15 team meeting
67. Fan coil unit			\$5,175		Accepted, per 5/1/15 team meeting
68. Stump seating		\$14,375			Rejected, per 5/1/15 team meeting
69. Ground cover		\$97,750			Rejected, per 5/1/15 team meeting
	Subtotal	\$0	\$112,125	\$36,225	\$36,225
Approved GMP Total		\$6,262,541			



ORDINANCE NO. 15-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AMENDING EXHIBIT 1 TO ORDINANCE NO. 14-071, AIA DOCUMENT A133—2009 STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AS CONSTRUCTOR, BY AND BETWEEN THE CITY OF BELLAIRE, TEXAS, AS OWNER, AND LINBECK GROUP, LLC, AS CONSTRUCTION MANAGER, REGARDING PHASE ONE OF THE EVELYN’S PARK PROJECT, 4400 BELLAIRE BOULEVARD, BELLAIRE, TEXAS 77401, FOR THE PURPOSE OF ACCEPTING THE GUARANTEED MAXIMUM PRICE FOR SAID PROJECT IN THE AMOUNT OF SIX MILLION TWO HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED FORTY-ONE DOLLARS (\$6,262,541) AND CONTRACT TIME FOR THE WORK, IN A FORM AS ATTACHED HERETO AND MARKED EXHIBIT “A,” ENTITLED “ADDENDUM TWO, GMP AMENDMENT TO AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER.”

WHEREAS, on December 15, 2014, the City of Bellaire, Texas (hereinafter referred to as the “OWNER”) and Linbeck Group, LLC (hereinafter referred to as the “CONSTRUCTION MANAGER”), entered into an agreement titled “AIA Document A133—2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor,” for Phase One of the Evelyn’s Park Project, 4400 Bellaire Boulevard, Bellaire, Texas 77401, (hereinafter referred to as the “AGREEMENT”), which was passed and approved by Ordinance No. 14-071; and

WHEREAS, on March 2, 2015, the OWNER and CONSTRUCTION MANAGER authorized ADDENDUM ONE to the AGREEMENT for the purpose of extending the time period for Preconstruction Phase Services for an additional two (2) months or a total of four (4) months, with compensation not to exceed five thousand dollars (\$5,000) per month, which was passed and approved by Ordinance No. 15-010; and

WHEREAS, in accordance with Article 2, Construction Manager’s Responsibilities, Section 2, Subsection 2.2, Guaranteed Maximum Price Proposal and Contract Time, Subsection 2.2.6, of the AGREEMENT, the CONSTRUCTION MANAGER has prepared a Guaranteed Maximum Price Proposal and Contract Time for the Work for OWNER’S review and acceptance; and

WHEREAS, the OWNER desires to accept the CONSTRUCTION MANAGER'S Guaranteed Maximum Price Proposal in the amount of six million two hundred sixty-two thousand five hundred forty-one dollars (\$6,262,541) and Contract Time for the Work by amending the AGREEMENT and entering into an addendum, to be known as "ADDENDUM TWO, GMP AMENDMENT TO AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER," in a form as attached hereto and marked Exhibit "A"; **NOW, THEREFORE**,

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

1. The recitals set forth above are true and correct.
2. ADDENDUM TWO, GMP AMENDMENT TO AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER, as attached hereto and marked Exhibit "A," is hereby authorized and approved for the purpose of accepting the CONSTRUCTION MANAGER'S Guaranteed Maximum Price Proposal in the amount of six million two hundred sixty-two thousand five hundred forty-one dollars (\$6,262,541) and Contract Time for the Work.
3. The City Manager of the City of Bellaire, Texas, is hereby authorized to execute, for and on behalf of the City of Bellaire, Texas, as OWNER, ADDENDUM TWO, GMP AMENDMENT TO AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER, to the AGREEMENT.
4. ADDENDUM TWO, GMP AMENDMENT TO AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER, to the AGREEMENT shall become effective immediately upon passage of this Ordinance.

PASSED and **APPROVED** this 1st day of June, 2015.

(SEAL)

ATTEST:

Tracy L. Dutton, TRMC
City Clerk

SIGNED:

Dr. Philip L. Nauert
Mayor

APPROVED AS TO FORM:

Alan P. Petrov
City Attorney

Mayor and Council

7008 S. Rice Avenue
Bellaire, TX 77401



Meeting: 06/01/15 06:00 PM
Department: Fire Department
Category: Grant
Department Head: Darryl Anderson
DOC ID: 1590

**SCHEDULED
ACTION ITEM (ID # 1590)**

Item Title:

Consideration of and possible action on a request from the Bellaire Police and Fire Departments for City Council approval and permission to apply for a grant from the Bellaire Police and Fire Foundation and to accept, if approved, said grant consisting of an automated, premier Emergency Medical Dispatcher (EMD) software package (ProQA) and associated training designed to help provide the very best in service and speed.

Background/Summary:

Bellaire Police and Fire Department's are requesting permission to seek a grant, and accept the same, from Bellaire Police and Fire Foundation. The grant will be in the form of Software and Training on ProQA, an Emergency Medical Dispatch and Decision Support System. This system will upgrade the previously existing system of flip cards. The ProQA system allows emergency dispatchers to quickly move through computer-based Key Questions to identify determinant codes useful to responders, and provide life saving pre-arrival instructions to the bystanders on scene. Emergency Medical Dispatch is a standard of care and ProQA elevates the level.

The system is scalable in purpose, and can be tailored to fit Bellaire specific needs. The grant request is for a specific product with monetary value of ~ \$44,500. The O & M cost for subsequent years will be ~\$3500

Chief Holloway, Bellaire Police and Chief Anderson, Bellaire Fire recommend granting permission and accepting the grant.

ATTACHMENTS:

- ProQA (DOCX)

Taken from the National Association of Emergency Dispatchers Website

What Is ProQA™?

ProQA™ is the premier Emergency Medical Dispatcher (EMD) software package. It offers you the automated tools you need to provide the very best in pre-hospital patient care. During the course of an emergency medical call, ProQA guides you through the process of collecting the vital information from the caller, obtaining the patient's status, choosing an appropriate dispatch level, and instructing the caller with medically approved protocols until the dispatched units arrive at the scene.

ProQA is an expert system designed to help you provide the very best in service and speed. Correct dispatch levels are usually determined in less than one minute. ProQA additionally provides you with Dispatch Life Support (DLS) protocols which meet or exceed the international standards for emergency medical dispatching. ProQA is built on a foundation of empirical literature and medical experience relevant to medical dispatching.

It purposely takes into account the unique, non-visual nature of the medical dispatch environment, where patients must be assessed and treated by remote control.

ProQA is based on the **Medical Priority Dispatch System™ (MPDS)** and provides a standardized format for carrying out the practice of priority dispatching. It is an automated system which operates by evaluating incoming information according to logical rules built on expert medical knowledge. Those using this system must have the very best in EMD training, must have a firm understanding of the MPDS system, and must operate within a quality assurance and improvement environment.

The use of ProQA software by EMDs trained and certified by the National Academy of Emergency Medical Dispatch SM (NAEMD SM) results in state-of-the-art emergency medical dispatching. Training is also available for communication center supervisors, medical directors, and EMS administrators in the form of a Management Seminar. This seminar provides training on medical management and dispatcher supervision issues related to this software.

ProQA, along with its companion software package **AQUA™ (Advanced Quality Assurance)**, provides a superb quality assurance platform designed specifically for the needs of medical directors, quality improvement coordinators, and dispatch supervisors.

What is MPDS™?

At the core of ProQA is the Medical Priority Dispatch System (MPDS). The MPDS has been developed and refined over the last two decades under the direction of Jeff J. Clawson, M.D. The MPDS EMD protocols are supported and continually validated by a scientific, international body of medical experts.

The MPDS is simple, yet complete. It includes Chief Complaint/incident type protocols which help EMDs quickly obtain vital information about patient status and scene conditions. The EMD

then uses this information to send the appropriate response configuration as determined by local medical and EMS control. The MPDS also includes DLS treatment sequence protocols covering arrest, choking, and childbirth. These protocols enable a trained and certified EMD to assist the caller in immediately helping the patient.

The MPDS protocols ensure that trained and certified EMDs properly carry out the following four important activities.

1. Structured and rapid caller interrogation and patient evaluation.
2. Accurate selection of the appropriate EMS unit response.
3. Relay of important patient and scene information to field responders.
4. Provision of essential Dispatch Life Support.

In order for EMDs to be patient advocates, they must also be system advocates. EMS agencies must maintain a reasonable level of staffing and unit availability, so when calls come in, EMDs can make the most efficient use of available resources.

Emergency Medical Dispatch

For many years the EMS dispatcher was without a system to ensure accurate decision making based on sound medical principles. Historically, the interrogations conducted by these ill-equipped medical dispatchers resulted in subjective evaluations of the pre-hospital responses required for each call. Inconsistencies in medical dispatch policies, procedures, and practices have led to major legal disasters that could easily have been avoided if the dispatchers had been provided with the training and protocol tools necessary to perform their job properly.

One of the primary purposes of the MPDS protocols is to enable EMDs to determine the appropriate response to send to a given emergency. The protocols help EMDs quickly obtain the patient status and scene information necessary to determine the appropriate dispatch determinant code. The EMD then sends the response configuration that has been assigned to the code by local medical and EMS control. In short, the MPDS helps dispatchers send the right thing, at the right time, in the right way.

In several implementation studies of agencies with both BLS and ALS capabilities, the MPDS reduced the number of ALS responses by 30 percent. The MPDS also produced commensurate decreases in emergency medical vehicle accidents and unit maintenance costs. This happens because the MPDS protocols enable EMDs to make safe response choice decisions based on well-established medical principles, as opposed to making dangerous decisions based on subjective, unstructured interrogations.

Another primary purpose of the MPDS is to enable EMDs to assist callers in aiding the patient prior to on-scene arrival of field personnel. This is accomplished through uniform, medically approved, DLS protocols. All of the MPDS DLS protocols meet or exceed the international standards for emergency medical dispatching.

It has long been believed that emergency medical care begins when the pre-hospital care providers arrive at the scene. However, when EMDs are properly trained and equipped, emergency medical care can begin the moment the dispatcher answers the phone. This makes properly trained and equipped EMDs a critical link in the EMS chain of patient care.

The National Academy Of Emergency Medical Dispatch

One of the most important functions of the National Academy of Emergency Medical Dispatch (NAEMD) is the consideration, research, and adoption (or rejection) of proposed revisions to the MPDS protocols. The NAEMD College of Fellows consists of internationally recognized experts in EMS, public safety telecommunications, and emergency medical dispatching. Just as the American Heart Association establishes the standards for CPR, BLS, and ACLS, the College of Fellows maintains the standards and integrity of all aspects of DLS including MPDS protocols and curriculum.

This orderly process provides a legally-defensible national medical standard in addition to maintaining a unified protocol and curriculum. The MPDS uniform coding system is similar to the U. S. National Fire Protection Administration's Uniform Fire Incident Reporting System (UFIRS) or the ICDM-9 Medical Coding System. Only through the use of a unified coding system can national and international standards be maintained and comparative research be carried out.

EMS responders should be able to expect a reasonable correlation between response level and scene findings. Significant problems, discovered through the use of your agency's designated Medical Dispatch Feedback Report (or equivalent), should be reported through the prescribed channels. This field responder feedback assists in the developing science of EMD by helping to improve the MPDS.

Field responder observations should be carefully and systematically researched and reported. These reports should not attack the MPDS or accuse the EMD, but should include all of the relevant facts. A thorough case review should be completed regarding any seemingly problematic dispatch case. Judgement on these cases should be reserved until the case review has been completed.

Significant findings or trends observed by field personnel and verified by protocol compliance case reviews should be forwarded to the NAEMD College of Fellows. The College of Fellows will evaluate the information and take the necessary action.

How ProQA and the MPDS Work

As an EMD using ProQA and the MPDS, your first step with every incoming call is Case Entry (equivalent to the field responder's primary survey). In Case Entry you verify the location and callback number for the incident, and then determine the patient's age, status of consciousness, status of breathing, and Chief Complaint (the Four Commandments of emergency medical dispatching). If you receive information that the patient is unconscious and not breathing (for any reason), before continuing with any further interrogation or instructions, you immediately send a maximal response.

After Case Entry, your next task is to complete the Key Questions from the appropriate protocol (determined from the Chief Complaint). The Key Questions are equivalent to the field responder's secondary survey. They provide you with a more orderly and much closer view of the patient so the pre-hospital care provided is appropriate and in keeping with the severity of the injury or illness.

ProQA then takes the information obtained through Case Entry and the Key Questions and automatically determines the appropriate dispatch determinant code. Your task is to dispatch the response configuration (emergency vehicles and mode of response) assigned to the code.

Mayor and Council

7008 S. Rice Avenue
Bellaire, TX 77401



Meeting: 06/01/15 06:00 PM
Department: City Manager's Office
Category: Discussion
Department Head: Paul A. Hofmann
DOC ID: 1589

**SCHEDULED
ACTION ITEM (ID # 1589)**

Item Title:

Discussion and possible action regarding the proposed Loop 610 modifications by the Texas Department of Transportation (TxDOT). Item submitted by Councilman Pat B. McLaughlan.

Background/Summary: