CITY OF BELLAIRE TEXAS

MAYOR AND COUNCIL

AUGUST 1, 2016

Council Chamber	Regular Session	7:00 PM

7008 S. RICE AVENUE
BELLAIRE, TX 77401

Mayor

Andrew S. Friedberg

Mayor Pro Tem	Council Member	Council Member
Roman F. Reed	Gus E. Pappas	Michael Fife
Council Member	**Council Member**	**Council Member**
Trisha S. Pollard	Pat B. McLaughlan	David R. Montague

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

REGULAR SESSION - 7:00 P.M.

A. Call to Order and Announcement of a Quorum - Andrew S. Friedberg, Mayor.

B. Inspirational Reading and/or Invocation - Michael Fife, Council Member.

C. Pledges of Allegiance - Michael Fife, Council Member.

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. Personal/Audience Comments.

In order to address the City Council, please complete a sign-up sheet (located at the entrance to the Council Chamber), and submit it to City Clerk Tracy L. Dutton prior to the time for personal/audience comments. Each speaker shall have a time limit of up to five (5) minutes, with no extension, and with notice after four (4) minutes that one (1) minute is left. In the event of pressing business before the City Council or matters requiring its immediate attention or action, the City Council may, prior to the opening of audience comments, set a different maximum time limit for each speaker by a vote of four (4) members of the City Council.

The purpose of this item is to allow the residents of Bellaire and other interested persons an opportunity to address the 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: The Texas Open Meetings Act, Texas Government Code, Chapter 551, prohibits the City Council from fully discussing, debating, or considering subjects for which public notice has not been given on the agenda. Issues that cannot be referred to the City Staff for action may be placed on the agenda of a future City Council Session.]

E. Reports and Presentations:

1. City Manager's Report regarding communication, field and personnel updates, calendar reminders, and notes of appreciation - Submitted by Paul A. Hofmann, City Manager.

2. Presentation, discussion, and feedback on the bond election public message and propositions for the proposed November 8, 2016, Bond Election - Submitted by Paul A. Hofmann, City Manager.

F. New Business:

1. Consent Agenda:

Items set out in the consent agenda are considered routine and are recommended for approval by the passage of a single motion, without discussion or debate, that the consent agenda be adopted. Upon request of any member of City Council, items shall be removed from the consent agenda and considered separately.

a. Adoption of Minutes:

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, dated July 11, 2016 - Submitted by Tracy L. Dutton, City Clerk.

Mayor and Council - Regular Session - Jul 11, 2016 7:00 PM

b. Approval of Agreements and Contracts:

i. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the Mayor of the City of Bellaire, Texas, to execute, for and on behalf of the City of Bellaire, Texas, an Agreement for Use of City of Bellaire Park Facilities ("Agreement"), by and between the City of Bellaire, Texas, and the Bellaire Little League, related to the use of city-owned and/or operated playing fields located in the City of Bellaire, Texas, for an initial term commencing on August 1, 2016, and ending on December 31, 2021, with an option to renew or extend the Agreement for an additional five (5) year term - Submitted by Karl Miller, Director of Parks, Recreation, and Facilities.

ii. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the Mayor of the City of Bellaire, Texas, to execute, for and on behalf of the City of Bellaire, Texas, an Agreement Between the City of Bellaire, Texas, and and Advanced Data Processing, Inc., a Subsidiary of Intermedix Corporation, for Ambulance Billing and Related Professional Services for the Bellaire Fire Department's Emergency Medical Services Division for an initial term of three (3) years commencing on August 1, 2016, and ending on July 31, 2019; said Agreement shall renew for successive, automatic one (1) year periods thereafter - Submitted by Darryl Anderson, Fire Chief.

2. Items for Individual Consideration:

a. Consideration of and possible action on providing direction to the Planning and Zoning Commission to investigate the appropriateness of updating the Code of Ordinances, Chapter 24, Planning and Zoning, to include new regulations on the commercial uses of credit access businesses, pawn shops, and smoke shops - Requested by Trisha S. Pollard, Council Member.

b. Consideration of and possible action to approve the final schematic design developed by Pierce, Goodwin, Alexander, and Linville (PGAL) for the Municipal Facilities Project - Submitted by Michelle Jordan, Project Manager.

G. Community Interest Items from the Mayor and City Council.

It is the intent of this item to provide members of the City Council the opportunity to make a report about items of community interest, which may include expressions of thanks, congratulations, or condolence; 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 announcements involving an imminent threat to the public health and safety of people in Bellaire that has arisen after the posting of the agenda.

No action may be taken on a reported item of community interest, and no possible action discussed except a proposal to place the subject on the agenda for a subsequent meeting.

See Texas Government Code, Chapter 551, Open Meetings Act.

H. Adjourn.

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

SCHEDULED
ACTION ITEM (ID # 1921)

Meeting: 08/01/16 07:00 PM
Department: City Manager's Office
Category: Presentation
Department Head: Paul A. Hofmann
DOC ID: 1921

Item Title:

City Manager's Report regarding communication, field and personnel updates, calendar reminders, and notes of appreciation - Submitted by Paul A. Hofmann, City Manager.

Background/Summary:

City Manager's Report regarding communication, field and personnel updates, calendar reminders, and notes of appreciation.

Previous Council Action Summary:

N/A

Fiscal Impact:

N/A

Recommendation:

N/A

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

SCHEDULED
ACTION ITEM (ID # 1961)

Meeting: 08/01/16 07:00 PM
Department: City Manager's Office
Category: Discussion
Department Head: Diane K White
DOC ID: 1961

Item Title:

Presentation, discussion, and feedback on the bond election public message and propositions for the proposed November 8, 2016, Bond Election - Submitted by Paul A. Hofmann, City Manager.

Background/Summary:

The draft public message about the proposed November 2016 Bond Election will be provided for discussion and feedback. The information attached will include:

1. General overview and summary of the proposed bond package, including projects, programs, and funding schedule.
2. History and planning overview will summarize the efforts made to date to plan for these projects and programs, as well as a recap of prior bond fund usage.
3. Stakeholder communications plan including presentations at various board and commission meetings as well as print and online media.
4. Proposed schedule for board, commission, and partner presentations.
5. Draft of public message and narrative which provides the information about the projects and programs.

The focus of discussion and feedback for the August 1 City Council meeting should be on the content of the public message and narrative, which will guide the presentations and informational materials.

ATTACHMENTS:

- 2016 Bond Strategy (PDF)

2016 Bond Election Guiding Document

Bonds for Better Bellaire 2016

Overview

The City of Bellaire is proposing a bond election in November 2016 to fund several capital improvement projects, including the Municipal Facilities project, street and storm water projects, waterline replacement projects, and a sidewalk construction project. This document will address the steps to be taken over the next several months in an effort to provide citizens with pertinent information before voting day.

Previous Action Summary

The bond proposal emerged as a result of the Capital Improvement Plan (CIP), which identifies the infrastructure needs of the City through:

- master plans
- studies
- The Comprehensive Plan
- Public input

The CIP was then reviewed with both the Parks Advisory Board and the Planning and Zoning Commission, and City Council has seen it as part of the proposed FY 2017 budget. The CIP is an essential element of the City's strategic planning model.

Attachment: 2016 Bond Strategy (1961 : Discussion and Feedback on Propositions for November 2016 Bond Election.)

What Happens Next

City Council will vote on August 15, 2016 to call the bond election. The development of a final public information message will be completed and shared with the voters in preparation for election day. On August 1, we are asking Council's feedback on the content of the public information message (a draft of which is included in this document. The content document will be the basis for the development of presentations to be taken to various boards, commissions, and partners, and the distribution of information to the citizens, through digital media, print material, and presentations.

Distribution Methods

The information included in this packet is intended to provide the necessary information and answer many of the questions that voters may ask. This information will be provided to the voters in a variety of ways.

- Digital media – All information will be added to the City of Bellaire's website, and the information will be available in multiple languages, as required. Specifically, the information will be available in Spanish, Vietnamese, and Mandarin Chinese.
- Print media – The CIP team and the Communications and Special Events Team (CSET) will work together to develop flyers, posters, and brochures which will be available to voters. This print media will also be available in multiple languages as required. Informational brochures will be included in the utility bill during the month of October.
- Presentations – A presentation will be created for use by all directors and board liaisons during regularly scheduled meetings. This presentation will follow the overall outline that the information is presented on the COB website, and will be supported with notes. Questions generated at these presentations will help to inform additional Frequently Asked Questions that may need to be added to the website.

Stakeholders and Partners

The City of Bellaire has several boards, commissions, and partners which will be provided the informational presentation during one of the regularly scheduled meetings. This group includes:

- BLIFE
- Parks Advisory Board
- Board of Adjustment
- Building and Standards
- Environmental and Sustainability Board
- Cultural Arts Board
- Planning & Zoning Commission
- Nature Discovery Center
- Evelyn's Park Conservancy
- Bellaire Business Association
- Bellaire Little League
- School PTOS

- Patrons for Bellaire Parks

Presentation Schedule

July 28, 2016	BLIFE	Begin transition plan discussion
August 1, 2016	Council	Present draft of public information
August 15, 2016	Council	Vote on 2016 bond election
August 22, 2016	Council	Present bond information at Town Hall Meeting
August 24, 2016	BSC	Present bond information to Building and Standards
August 25, 2016	BLIFE	Present election information to BLIFE
September 7, 2016	ESB	Present election information to Environmental and Sustainability Board
September 13, 2016	P&Z	Present election information to Planning and Zoning Commission
September 14, 2016	CAB	Present election information to Cultural Arts Board
September 15, 2016	BOA	Present bond information to Board of Adjustment
September 21, 2016	PRAB	Present bond information to Parks Advisory Board
September 22, 2016	Other	Present at Community Connections Meeting
September 23, 2016	Other	Presence at National Night Out Kick Off Party and Movie
October 3, 2016	Other	Print and web media goes live
October 4, 2016	Other	Presence at National Night Out
October 2016	UB	Utility Bill inserts go out with bills
Ongoing		City Attorney Review

Council Feedback Request

In preparation for the August 15, 2016 City Council Meeting, feedback is requested as to the content of the public message. Final form will be determined at a later date, but the content will inform the proposed proposition language.

Specific areas of focus for Council on August 1 will be:

Attachment: 2016 Bond Strategy (1961 : Discussion and Feedback on Propositions for November 2016 Bond Election.)

- How many propositions and what project categories should be included in each in anticipation of the August 15 calling of the election.
- Are we missing anything? Are there questions we should anticipate that are not answered in this document?

November 2016 Bond Election
Draft of Public Message

Project Name
Municipal Facilities Project

Project Description
The Municipal Facilities Project maintains the City of Bellaire's campus approach to civic buildings. The project includes both short term and long term plans for new buildings. Short term goals include a new City Hall /Civic Center and a new Police/Court building. In the long range plan, a new Library is identified as well as parking improvements and a signature corner element at South Rice and Jessamine. In November 2013, Bellaire residents voted to support an $11,000,000 General Obligation Bond to finance a new City Hall, Civic Center, Police Station and Municipal Court buildings. Prior to that, in November 2005, $1,560,000 was authorized for improvements to the Police and Court Building. As a result of citizen input, City Council made adjustments to the original site plan and reconfigured the location and compatibility of the buildings and services. During this two-year process the project's construction costs have increased. Concurrently, the Bellaire Police Department identified additional programmatic needs, which lead to a requirement of $5,600,000 in supplemental funds.

Why is this needed?
Additional funding is necessary to complete the Municipal Facilities Project and ensure delivery of services and aesthetic quality as expressed to the Bellaire City Council by the citizens of Bellaire and the citizen's Ad Hoc Municipal Facilities committees. Revisions to the original plan will enhance the City's ability to deliver services to the citizens of Bellaire and cover the additional costs associated with inflation and rising construction costs while improving the operations at both the City Hall/Civic Center and the Police/Court Building.

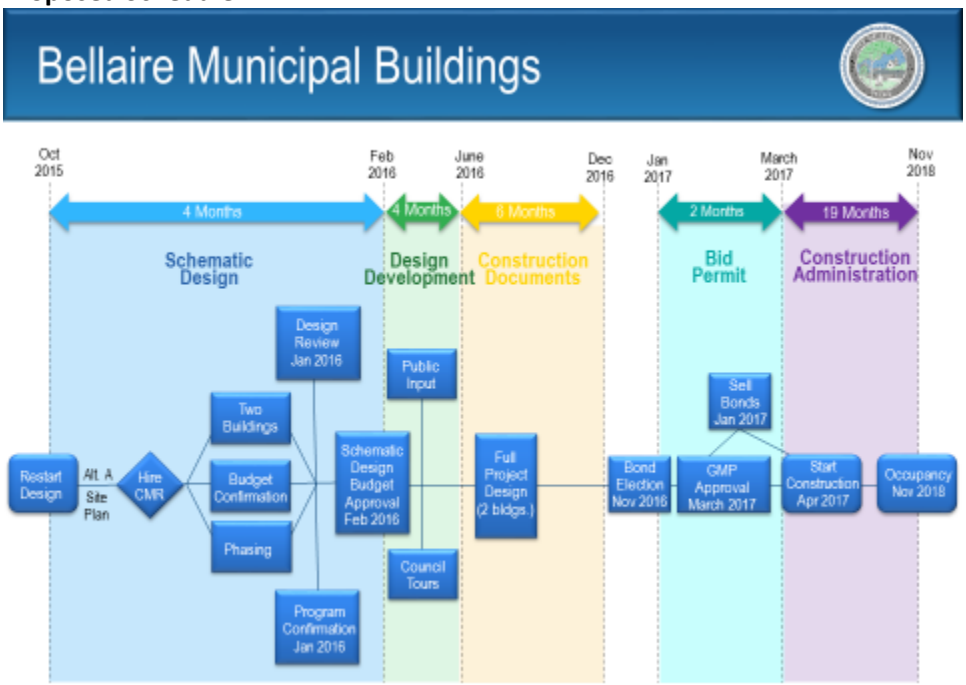
Proposed Budget
Total funds needed to complete this phase of the Municipal Facilities Campus project is estimated to be approximately $5,600,000, of which $3,838,649 is due to inflation and rising construction costs and additional space requirements as a result of reconfiguring the building locations. The other $1,767,440 is necessary to cover the additional space and security needs of the police station.

This supplemental funding will bring add to already approved funds to create a total project budget:

$11,000,000 – authorized but unissued authority from November 2013
$1,560,000 – authorized but unissued authority from November 2005
$5,600,000 – proposed authority from November 2016
$18,160,000 – total project budget

Location
The campus master plan for the civic facilities all occur within Bellaire Town Square Park.

Proposed Schedule



Impact on Service Delivery

The configuration of the new two-story facilities is expected to improve Bellaire citizen's access to services while enhancing the overall appearance of the campus. BLIFE participants will be provided new and improved facilities which will be available for numerous program offerings. Development Services and Utility Billing customers will conduct business in a new centralized area. The new facilities will include publicly accessible meeting rooms, including the City Council chambers and Civic Center. The various Council-appointed boards and commissions will also use the City Council chambers and other meeting rooms for their public regular and special meetings.

The new Police Station includes enhanced spaces to allow for officer training in judgmental shooting and de-escalation tactics, expanded investigative capacity and evidence management, and many other components that will have a positive impact on the provision of police services. The Municipal Court facility will allow for orderly jury assembly, improved management of the prosecutorial process and improved interaction regarding warrant files.

During the construction of these buildings, there will be temporary inconveniences, including BLIFE program relocation, the Civic Center will not be available for reservations, and other services may also be temporarily relocated. While the park will be open to the public during construction, some short term inconveniences to park users may arise. Once construction is completed, all park functions will be restored. Temporary facilities will be provided for the Police Department, and notifications will be made alerting residents of the new physical location for police and court administration. The City Council chambers will serve as the courtroom in the interim.

Recent Municipal Facilities Decision-making Chronology

- May 2014, Site plan selected by Council
- October 2014, Appointment of first Ad Hoc Municipal Facilities advisory committee
- January/February 2015, Council raised concerns about the site plan
- March 31, 2015, Council conducted a town hall meeting, citizens voiced concerns about site plan
- September, 2015, Council adopted new site plan, directed Pierce, Goodwin, Alexander, & Linville (PGAL) to create and follow a schedule to begin construction in Spring 2017.
- February, 2016, PGAL presented elevation options, new cost estimate, new funding/schedule scenarios
- February, 2016, Council appoints new Ad Hoc Municipal Facilities advisory committee
- May 2016, Recommendations from ad hoc committee, Town hall meeting
- June 2016, Council endorsed committee recommendations
- June 2016, Council adopts new program for Police and Court Building

The planning process for the Municipal Facilities included meetings with two separately appointed Ad Hoc committees over the last two years. Additionally, as the project progressed, the design team met with staff from impacted departments to ensure their space needs were addressed. These meetings continue as the plans are refined, and department heads review the plans with employees.

Stakeholder Involvement

The City Council formed two Ad Hoc committees that worked to ensure the needs of Bellaire residents were considered. The first Ad Hoc committee was formed in October 2014 and the second was formed in February 2016. Town Hall meetings were held in 2015 and 2016 and other public input opportunities were provided throughout the design process. The project has been on multiple City Council meeting agendas where public comments were also received. City Council members attended two separate tours of similar facilities.

Does this budget complete the program, or will there be additional needs in future years?

In addition to the $11,000,000 Bellaire residents voted to support in 2013, additional funds of $5,600,000 are needed to complete the new City Hall/Civic Center and the Police/Court building while ensuring designs and construction will accommodate future expansion needs of the Police Station. The long term goals of the overall campus plan, which will include a new Library, will need additional funding which is currently proposed for FY 2019.

What is the expected lifecycle of the improvements?

The anticipated life cycle of the new facilities is 50 years. Operational needs and technological advances may require renovations at some point during the expected life cycle.

Where will the buildings be located?

The Police/Court building will be rebuilt in its current location. The new City Hall/Civic Center will be generally located where the north parking lot is presently.

What will happen to special events during transition? Will they be cancelled?

Each special event will be addressed individually. For example, the Trolley Run will still occur but may have a different starting location. Other events, like the Daddy Daughter Dance, will be relocated to

another facility. The City will work to minimize cancellations and inconveniences to the public, and will provide notifications about all special events.

What will happen to police services during construction?

The various functions of the police department will be relocated to temporary facilities during construction. This will result in some operational management challenges, but the services provided by the police department will not be negatively impacted. Notifications will be provided to residents about where they can come to file reports in person, obtain records, or conduct other business as needed.

Where can construction permits be obtained during construction?
Development Services, where permits are issued, will remain in its current location during the construction period.

Where will I pay my utility bill during construction?
The Utility Billing department will remain in its current location during the construction period.

What will happen to the City receptionist during construction?
The City Hall receptionist will remain in her current location during construction.

What will happen to the trees due to construction?
The City of Bellaire has contracted to have a tree condition survey performed. The construction may impact one or two trees along South Rice Avenue to allow for parking lot entry, as well as several other trees on the interior of the park. Tree impact will be minimized as much as possible, both in terms of site planning and construction activities. New trees will be planted as well.

Where will the jail be during construction?
Temporary jail facilities will likely be located in the parking lot adjacent to the Fire Station, and will require appropriate management practices and timely transfer to other agencies.

Where will people park during construction?
During construction, the availability of parking will be decreased. Communication with citizens will be required to encourage them to plan ahead and give themselves ample time to find parking along an adjacent street if the spaces by the Recreation Center are full. Employee parking during construction will also be impacted, and employees will be asked to park near the recreation center and walk across campus.

Why is a new library not included in the current plan?
The Library is a part of the overall campus plan, and is currently planned for inclusion in a bond election in November 2019.

Program Name
Streets and Drainage Program

Why does Bellaire have a recurring flooding problem?
Bellaire has flooded from various severe storms over the last century. Various degrees of flooding have plagued the City of Bellaire, and for that matter Southeast Texas, for decades. Increased rainfall amounts and a larger number of severe storms have produced more occasions for flooding than normal. While the City of Bellaire is dedicated to minimizing adverse impacts associated with flood events, several factors contribute to flooding in Bellaire that are not necessarily within the city's control. These include:

- high average annual rainfall of about 50 inches,
- flat topography,
- clay soils that do not absorb water very well,
- close proximity to an undersized Brays Bayou,
- large amounts of storm water from the City of Houston flowing into Bellaire from the north, and
- localized storm water runoff from Bellaire draining into undersized drainage systems owned by the City of Houston.

The City of Bellaire does control the drainage improvements constructed within the City limits and the finished floor elevation requirements for new residential and commercial development. However, even improvements inside the city limits of Bellaire should consider possible impacts on other communities and not create adverse impacts to properties outside Bellaire.

What has been done about flooding in Bellaire?
Major drainage improvements have been constructed during the Bellaire Millennium Renewal Program and the Rebuild Bellaire Program. The City Engineer is currently conducting a Drainage Study to investigate possible alternatives to reduce the occurrence of structures flooding within the City of Bellaire. It is anticipated that the recommendations for drainage improvements in the Drainage Study will help prioritize future street and drainage capital improvements.

Program Description
The future completion of Rebuild Bellaire Phase 5B will also mark the completion of the entire Rebuild Bellaire program. From 2007 through the end of Phase 5B, the Rebuild Bellaire program will have reconstructed 24.4 lane miles of streets, 13.1 linear miles of sidewalks, and 11.8 miles of storm water lines. Prior to Rebuild Bellaire, the Bellaire Millennium Renewal (BMR) program also made necessary infrastructure improvements. BMR completed 11.4 lane miles of streets, 5.6 linear miles of sidewalks, and 5.6 miles of storm water lines. This new program will pick up where Rebuild Bellaire leaves off and identify new streets & drainage projects to the needed improvements to the City's infrastructure. Prioritization of streets will be based on the adequacy of the existing drainage system, the pavement condition, the lots served by street reconstruction and drainage improvement, traffic, and ditch drained streets.

Why is this needed?
Streets
As identified through street condition studies (most recently a report presented by the City Engineer in February 2015) there are still many areas in the City in need of street rehabilitation and reconstruction. Some streets are beyond maintenance and are in need of reconstruction. The last Pavement Condition Assessment completed in 2013 categorized approximately 70 lane miles (44% of the City's total roadways) of Bellaire streets as unacceptable.

Attachment: 2016 Bond Strategy (1961 : Discussion and Feedback on Propositions for November 2016 Bond Election.)

Drainage

Recent severe storms have brought a renewed focus to proactive drainage improvements that go beyond a typical storm event (commonly referred to as a 2-year storm event). A comprehensive drainage study was recently funded by City Council and is currently underway. This study is focusing on evaluating strategies for improving underground detention so as to mitigate the recurring problem of storm flows in Bellaire being blocked by an undersized Brays Bayou. In addition, the study will assess the benefits of designing drainage improvements in excess of the typical two year storm standard.

How will the funds authorized in November 2016 bond election address the problem over the next three years?

This program, based on a comprehensive City wide drainage study and other infrastructure condition considerations, includes strategies for improving drainage within the existing street rights-of-way for areas of need identified as new street and drainage reconstruction projects are undertaken. The typical storm sewer system design constructed during the total reconstruction of a roadway improvement project would be evaluated and possibly modified to accommodate a more severe localized rainfall event, thus lowering the height of the floodwaters in areas where overland flow problems exist.

The practice will continue to be to design and construct individual projects within a combined street and drainage package. Project prioritization is therefore a function of both street and drainage conditions and benefits.

Proposed Budget

This program is intended to cover a 3-4-year initial period of design and construction. A budget of $20,000,000 has been identified to cover design and construction costs over this time span.

Location

This project will address various street blocks located around the City. Locations will be based on an updated prioritization of identified street and drainage needs. Regional efforts would be identified on a per project basis.

Proposed Schedule

Design of the first phase of this project would begin once funding was received. Construction would begin once design work is completed. Subsequent design and construction activities would begin accordingly so that approximately one project per year is designed and under construction. This methodology is the same as has been used for the other reconstruction projects.

Residents Impacted

Area stakeholders near proposed construction sites would be notified well in advance of the start of construction. Other stakeholders may be involved to examine regional drainage partnerships and how Bellaire's plans can be combined with other planning efforts in the area. Residents impacted by construction activities would be notified and invited to attend town hall-type meetings so that the project(s) can be explained. Questions and special concerns would be addressed at this town hall meeting and throughout the project.

As with similar projects, residents adjacent to areas being reconstructed would have limited access to their driveways and adjacent roadways for 1-2 months. Residents along those blocks and near those areas would have traffic detours while construction is in an area.

Description of Planning Efforts Completed

The City is conducting a Citywide Drainage Study that identifies areas of need around the City. These needs will be weighed against other considerations such as street condition, traffic patterns, and other infrastructure needs so that there is a prioritization of locations based on need and project impact.

Does this budget complete the program, or will there be additional needs in future years?
There will be ongoing street and drainage improvements within the City. Drainage improvements where the design standard is changed would be phased in as appropriate to ensure that projects are constructed in a logical manner. This would allow for any new drainage improvements to work effectively with other existing system components.

What is the expected lifecycle of the improvements?
The new streets and drainage infrastructure installed should have a life-cycle of 50 years with a structured, programmatic maintenance approach. Outside of that approach, assuming only minimal maintenance, the new infrastructure should have a lifespan of 25-30 years.

What are the service level expectations for the drainage projects?
Service level expectations should be in line with the design criteria of the drainage system in an area.

What are the different types of drainage projects and what do each consist of?
Maintenance and Rehabilitation projects improve performance to desired design standards. Rehabilitation and Reconstruction projects rebuild an area in order to change it to the desired design standard. Both project types may include designed retention in the street or in underground lines and can be regional or local in scope.

What is the February 2015 Analysis and why is it being referenced?
The February 2015 Analysis was a status report detailing the conditions of the street & drainage infrastructure at that time. Additional data from planning efforts that are in-progress and forthcoming regarding street & drainage infrastructure will be used for project prioritization.

How are street reconstruction projects related to preventive maintenance?
Once an area is reconstructed, maintenance must occur to ensure that streets & drainage function as intended. In addition, other maintenance efforts must be utilized to prolong the life-cycle of infrastructure assets until reconstruction can occur.

When will my street be replaced?
Once design is completed, a schedule will be created, and specific street schedules will be determined. Notice to residents will occur at that time.

Program Name
Water Line Replacement Program

Project Description
The City water distribution system includes approximately 70 miles of underground lines, thousands of fire hydrants and valves, ground storage tanks, elevated storage tanks, and surface water transmission mains that provide interconnectivity throughout the City and three water plants. As part of work completed within previous projects over the past few decades, approximately 62% of those underground lines have been replaced. The City's inventory of lines that were originally installed 50-70 years ago makes up 38% of the overall system. These lines have been repaired on an individual basis over the years, with increasing frequency. This project focuses on 9-10 miles (13.5% of the total inventory) of water lines that have been identified as the most critically in need of replacement.

Why is this needed?
Based on an evaluation of the remaining original water lines by the City Engineer, the worst 13.5% of the lines in the system should be replaced immediately. The condition of these lines has led to numerous service interruptions and a disproportionate amount of maintenance.

Proposed Budget
The budget for all design and construction activities for these waterline replacements is estimated to be $11,000,000 over a 3-4 year period.

Location
Based on the evaluation of the City's water lines, individual locations have been identified citywide where lines in critical condition will be replaced.

Proposed Schedule
These waterline replacements would occur over a 3-4 year period of design and construction. The intent is to design a project, award a construction contract, and then begin design for the next phase so that construction and design can be on a rolling schedule. This approach is consistent with the City's method for other capital improvement projects.

Residents Impacted
Those residents near proposed construction will be notified well in advance of construction of the specific expected impacts and schedule. Questions and special concerns from area stakeholders will be addressed on a case-by-case basis.

Residents adjacent to the waterlines identified for replacement would experience construction activity while those line segments are being replaced. Most of the work can be performed within the ROW between the street pavement and the adjacent resident's property line. Street cuts will be minimal throughout this program.

Description of Planning Efforts Completed
The April 20, 2015 Wastewater Collection System and Water Distribution System Report from the City Engineer, stated "through a review of hundreds of work order problems and the locations of frequent emergency repairs identified by Public Works personnel, approximately 52,000 feet of these old water lines have been identified as needing replacement in the near future."

Does this budget complete the program, or will there be additional needs in future years?
Of the 38% of waterlines that are 50-70 years old, this program addresses the 13.5% of the total system identified as critical. The remaining 24.5% of the system's original lines (approximately 17-18 miles) would need to be addressed in a subsequent waterline replacement program.

What is the expected lifecycle of the improvements?
PVC waterlines have an effective useful life of up to 100 years. Maintenance issues and other unforeseen factors may affect this estimated life cycle, but a comprehensive replacement of these replaced lines should not be needed until well into the future.

How are the water line projects related to the water rate increase?
The debt service for the $11,000,000 budget is assumed in the proposed water rate increase and in the future projections for the Enterprise Fund.

When will my water line be replaced?
Once design is completed, a schedule will be created in conjunction with the selected contractor, and specific water line schedules will be determined. Notice to residents will occur at that time.

Program Name
Sidewalk Program

Program Description
The City of Bellaire currently approaches sidewalk repairs and construction through the Rebuild Bellaire projects and the annual pavement maintenance projects. The Rebuild Bellaire projects focused on full-depth reconstruction of streets and drainage infrastructure. As work occurred on these streets, existing sidewalks in disrepair were replaced and new sidewalks were installed on at least one side of those streets.

For the annual pavement maintenance projects, streets are selected for milling and overlay to improve the driving surface. Sidewalk sections adjacent to these streets are inspected and repaired as needed. Additional funds in these projects address stand-alone sidewalk maintenance issues that are reported to Public Works by citizens or work crews.

The new Sidewalk Program will go above and beyond the current focus of sidewalk repairs included in infrastructure projects and pavement maintenance projects; focusing on filling in gaps in the existing network to enhance pedestrian mobility around the City.

Sidewalk Planning
Within the proposed FY 2017 Capital Improvement Plan (CIP) is a request for $75,000 for the development of a Community Pathways Master Plan (CPMP). This plan is designed to identify pedestrian and bicycle network opportunities to increase connectivity through the neighborhoods and with key points of interests (parks, schools, downtown). Future CIP's would include funding for the implementation of the network system identified in the CPMP.
Until the CPMP is completed and implementation of its recommendations is initiated, an interim approach to sidewalk planning has been developed to facilitate the continued development of a more complete pedestrian network. In the near term, the funding provided would allow a focus on the completion of existing gaps in the sidewalk network and the repair of sidewalks near these gaps.

Current and future projects under separate programs will continue to address the maintenance and extension of sidewalks. This new effort utilizes an independent set of priorities designed to enhance the development of Bellaire's sidewalk network and improve connectivity within and to the residential neighborhoods.

Using current tools to include the sidewalk inventory and the Comprehensive Plan, the following factors will be used to help identify sidewalk segments for completion under this program:

- Completeness of network.
    - Block segments will be graded on a scale to rate the level of sidewalk completeness. Blocks with minimal gaps in their sidewalks will be rated higher.
- Relationship to pathways.
    - Block segments that tie into existing developed pedestrian facilities along arterial roadways will be targeted;
    - Additionally, those block segments whose completion would add to consecutive blocks with developed pathways.

Attachment: 2016 Bond Strategy (1961 : Discussion and Feedback on Propositions for November 2016 Bond Election.)

- Impact of other projects.
    - Block segments identified for repair or additions through other programs in the near future will rate lower due to other funding sources.
- Condition of existing sidewalk block.
    - The block segment will be surveyed to determine the level of disrepair and how maintenance issues combined with new sidewalk sections may make a segment not practical for inclusion.

The following information is being used to provide the planning estimates for quantities and budgeting for this program. These are estimates only and will be refined with information from the updated City Street & Sidewalk Inventory & Condition Assessment.

- Missing sidewalks – Assuming the goal is for sidewalks on one side of every street
- Sidewalks in advanced disrepair – Sidewalks in need of significant repairs near gaps or those along major pedestrian corridors would need to be examined as a part of this effort.

Why is this needed?
Pedestrian safety while walking within the City of Bellaire will be improved by filling in the gaps in the system, which will increase the quality of life of all residents.

Proposed Budget
A budget of $4,000,000 over 3-4 years is currently proposed. This would include all design, construction, and construction management/inspection work.

Location
Based on the planning tools identified, individual locations will be identified citywide with the goal of completing segments of the City's sidewalk network where gaps currently exist.

Proposed Schedule
The Sidewalk project will be implemented over the next 3-4 years, as funding is available.

Residents Impacted
Residents adjacent to those areas identified for sidewalk work would experience construction activity while those particular sidewalk sections are under construction. A majority of sidewalk work will occur within the ROW area between the street pavement and the adjacent resident's property line. Street and curb cuts for the installation of ADA-compliant ramps would be done on an as needed basis to achieve sidewalk connectivity goals.

Description of Future Planning Efforts
Future sidewalk planning will benefit from updated condition assessments and the Community Pathways Master Plan. New and updated inventories and condition assessments will respond to recent Council direction regarding the definition of "sidewalk gap" and evaluate the cost of complete networks on both sides of residential and commercial streets. The Community Pathways Master Plan will evaluate the benefits off additional opportunities for pedestrian and bicycle connectivity.

Stakeholder Involvement

Attachment: 2016 Bond Strategy (1961 : Discussion and Feedback on Propositions for November 2016 Bond Election.)

Area stakeholders near proposed construction would be notified well in advance of construction. City Council will approve design and construction contracts at regular meetings. Residents impacted by construction activities would be notified and informed of the specific expected impacts and schedule. Questions and special concerns from area stakeholders would certainly be addressed on a case-by-case basis.

Does this budget complete the program?
Based on a $4,000,000 budget, this program provides funding to fill in gaps in the sidewalk network where the most impact can be made. While an exact quantity of network gaps will be determined through an updated condition assessment and inventory, the previous study from 2013 identified approximately 30,000 linear feet of sidewalk gaps along certain streets. The previous study does not include all potential gaps in the system, for example where there is no sidewalk at all. In addition, any recently constructed sidewalks or other changes in the city's sidewalk network since this previous study are also not included. A project budget of $1,000,000 per year would provide sufficient funding to address the gaps in the network as currently identified.

Any remaining gaps and network needs after this program could be addressed through a future project or added to ongoing maintenance efforts.

What is the expected lifecycle of the improvements?
While additional planning activities may identify additional sidewalks that need to be constructed and/or locations that may need repair and replacement, these sidewalks should have a useful life of 20-25 years. Damage to sidewalks from tree roots, underground infrastructure issues, damage from vehicles/heavy equipment, etc. would be dealt with on a case-by-case basis.

Why does the City need to complete network gaps in the sidewalk system?
Completion of the sidewalk gaps will increase accessibility and mobility within the City and provide connections to other parts of the network and likely destinations for pedestrians.

How does this project work with street reconstruction projects that have their own sidewalk installation component?
Scopes will not necessarily change, but should be planned so that sidewalk construction associated with future street work is properly coordinated. Due to potential grade changes and other construction issues, this project should not attempt to address sidewalks where street reconstruction is imminent.

How does this tie in with sidewalk maintenance?
Areas near gaps to be completed should be examined for major structural issues. Those areas would then be addressed via this project or subsequent maintenance work.

Financial Information

What are voters asked to approve in a bond election?
During a bond election, voters are asked to approve a specific funding mechanism for projects that have already been accepted or deemed necessary through planning efforts. This November, voters will be asked to approve general obligation bonds in the amounts necessary to complete the identified projects and programs. Should the election fail, Council may provide alternative funding for those projects still deemed necessary.

How have the previous Bond funds been used?
In 2015, the City voters authorized $16,500,000 for Buildings and Facility improvements, Evelyn's Park, and the Nature Discovery Center of which $5,500,000 (for Evelyn's Park and the Nature Discovery Center) was issued with $11,000,000 still unissued. In 2005, the voters authorized $50,000,000 for Street & Drainage improvements, and Building & Facility improvements of which $1,560,000 remains unissued. The unissued funds from both 2005 and 2015 will be issued in FY 2017 and will support a portion of the Municipal Facilities Project.

What impact will this have on the Tax Rate?

Future fiscal year debt rates are estimated as follows:

	FY 2018	FY 2019	FY 2020	FY 2021
	$0.1437	$0.1425	$0.1438	0.1401
Net increase/ (decrease)	$0.009	($0.0012)	$0.0013	($0.0037)

Assuming the current schedule for retiring existing debt, and issuing new debt, the property tax rate will slightly increase in FY 2018, but slightly decrease by FY 2021.

How much debt do we have now, and how much debt will we have in five years? (Assuming capital plan and current schedule for the 2016 and 2019 elections.)
The City will have $77,310,000 in debt as of September 30, 2016, and has plans to issue another $77,600,000 over the next six years.

How are projects identified for the Capital Improvement Plan (CIP)?
The City has a CIP team, which includes the City Engineer, which meets to discuss the City's capital needs in conjunction with Council priorities. Projects are suggested to the team via discussion, master plans, the Comprehensive Plan, resident suggestions, and studies. Projects are then evaluated to determine if they are consistent with the Comprehensive Plan, the needs of the City's infrastructure, and are fiscally responsible. Projects are then identified for funding during a particular fiscal year(s). Once this is completed, it is incorporated into the Capital Improvement Plan, reviewed by the CIP team, Parks Advisory Board, and the Planning & Zoning Commission before it is submitted to Council as part of the proposed budget.

What impact will this have on the Debt Service Future Forecast?
The maximum annual debt service on the proposed $40,600,000 bonds, plus the $12,560,000 from the prior 2005 and 2013 authorizations, is estimated to be less than $3,100,000 for the 25-year structure.

What impact will this have on the Enterprise Fund Future Forecast?

The City has historically allocated $950,000 from the Enterprise Fund to support debt issued for water and sewer improvements. Those allocations are estimated to increase by an additional $425,000 over the 25-year funding structure.

How much debt is the City carrying?
The City has $77,310,000 principle currently outstanding, of which less than $6,700,000 is being supported by transfers from the City's Enterprise Fund. It is also estimated that $11,000,000 of the proposed 2016 Bond Election will be supported by transfers from the City's Enterprise Fund. Over the next five years approximately $39,000,000 of debt will be paid off. Without assuming a 2019 election, the total principle outstanding in 2021 will be approximately $91,000,000, which is less than 2% of the current tax base.

What impact will this have on the Debt Capacity?
The City has no formal debt capacity limitation. The Attorney General (AG) of Texas does apply an administrative rule in approving bonds of home rule cities such as Bellaire. Under such administrative rule, the AG will not approve a new issue of debt if the new issue would cause the debt tax rate to exceed $1.50 per $100 assessed valuation at 90% collections ($1.35). The City's debt rate for 2015 is $0.1304, which means the City is significantly under that amount.

What impact will this have on Water and Sewer Rates?
It is estimated that the proposed 2016 Bond Election debt service will require additional Enterprise Fund revenues above the current $950,000 up to approximately $4.68 per connection per month for the 25-year structure, with the maximum increase expected to occur in tax year 2022. Assuming the City maintains its current Enterprise Fund transfer policy, it is not estimated that there would be any additional revenue transfers required until tax year 2018 (FY 2019).

How does the water rate study effect this bond proposal?
The water rate study assumes a revenue demand sufficient to support the annual debt service associated with the water line improvements. Any potential water rate increase may allow for greater infrastructure improvements to the system.

What is the Bond Sale Schedule?
The anticipated bond sale amounts and dates for the 2016 November referendum are $20,660,000, which will be issued January of 2017; $10,000,000 will be issued in August of 2017; $10,000,000 will be issued August of 2018; and $12,500,000 will be issued in August of 2019.

What is the Preliminary Planning for 2019?
According to the current capital plan, a $37,000,000 bond election is being planned for November 2019. $20,000,000 for Streets & Drainage, $4,500,000 for the Library, $4,500,000 for Evergreen Park, $1,000,000 for other Parks in the master plan, $4,000,000 for the Public Works building and $3,000,000 for sidewalks.

CITY OF BELLAIRE TEXAS

MAYOR AND COUNCIL

JULY 11, 2016

Council Chamber	Regular Session	7:00 PM

7008 S. RICE AVENUE
BELLAIRE, TX 77401

REGULAR SESSION - 7:00 P.M.

A. Call to Order and Announcement of a Quorum - Andrew S. Friedberg, Mayor.

Andrew S. Friedberg, Mayor, called the Regular Session of the City Council of the City of Bellaire, Texas, to order at 7:00 p.m. on Monday, July 11, 2016. The Regular Session was held in the Council Chamber, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas 77401.

Mayor Friedberg announced that a quorum of the members of the City Council was present as set forth in the table below.

Name	Title	Status
Andrew S. Friedberg	Mayor	Present
Roman F. Reed	Mayor Pro Tem	Present
Trisha S. Pollard	Council Member	Present
Gus E. Pappas	Council Member	Absent
Pat B. McLaughlan	Council Member	Present
Michael Fife	Council Member	Present*
David R. Montague	Council Member	Present

Other officials present were Paul A. Hofmann, City Manager; Alan P. Petrov, City Attorney; and Tracy L. Dutton, City Clerk.

*Council Member Michael Fife arrived at 7:08 p.m. and participated in the Town Hall and Regular Meetings.

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

Mayor Friedberg provided the inspirational reading for the evening.

C. Pledges of Allegiance - Andrew S. Friedberg, Mayor.

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

I. TOWN HALL MEETING (WATER AND SEWER RATES)

A. Introduction - Andrew S. Friedberg, Mayor.

Mayor Friedberg, by way of introduction, noted that one of the goals of the City Council was to reach as many residents as possible to provide the detail necessary to make a well-informed decision as a community regarding the City's water and sewer

rates.

Residents were informed that there would be additional opportunities for public input and that City Council would deliberate what to do about water rates later in the evening and beyond as the City continued developing and refining its budget for fiscal year 2017.

Mayor Friedberg reported that the City had not saved any monies for its critical infrastructure needs, a problem many years in the making. Reference was made to failing water lines all over town and the City's need for a utility rate structure sufficient to pay for the replacement of water lines and related capital improvements.

Assurance was given that the proposal to raise water and sewer rates was driven by urgently needed utility improvements to be paid for by utility bills, and that the means for achieving the needed capital were open to debate. Citizens were encouraged to provide input, ideas, and guidance as to the best path forward for the City.

B. Summary of Procedure - Paul A. Hofmann, City Manager.

Paul A. Hofmann, City Manager, summarized the Town Hall Meeting procedure.

C. Presentation:

Presentation regarding proposed water and sewer rates.

City Manager Hofmann advised that much of the evening's presentation was a follow-up to a presentation made to City Council during a Regular Meeting held on April 25, 2016.

Shawn Cox, Administrative Services Manager ("ASM"), was the first presenter of the evening. ASM Cox reported that the last utility rate study and rate increase for the City occurred in 2006. He reported further that fiscal year 2017 was the first year that the City would show a negative fund balance in its Enterprise Fund ("EF"). In order to meet the estimated budget requirements for the EF, a projected 25% increase in revenues was needed.

In order to address the City's needs, the Public Works and Finance Departments worked with Superior Water Management to review existing utility rates and on the development of a proposed rate structure and model.

The recommended rate structure was comprised of base rates (fixed rates related to meter size) and volumetric rates (related to water usage). Since 71% of the City's current meter inventory consisted of 5/8" meters, ASM Cox presented an average monthly residential bill comparing current rates to proposed rates. Comparisons of current and proposed rates for other billing scenarios were also shown.

ASM Cox reported that with the proposed new rate structure, the EF fiscal forecast would be in the "black" in 2017 and 2018.

Brant Gary, Director of Public Works, continued with the presentation, noting that one of the initial goals and objectives of the rate study was to more closely align revenues with expenses.

Director Gary summarized possible impacts to the rate study, as well as assumptions that could be modified or tweaked, if necessary. He concluded by noting that any proposed rate changes were anticipated to begin in October of

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2016.

D. Public Comment.

Mayor Friedberg recognized speakers who had completed the sign-up sheet prior to the commencement of the town hall meeting. He reminded speakers that they would have a time limit of up to three (3) minutes, with no extension, and with notice after two (2) minutes that one (1) minute was left.

Richard Franke:

Mr. Franke addressed City Council regarding the City's proposed water and sewer rates. He indicated that he could not support a water rate increase until a comprehensive infrastructure and capital outlay analysis could be performed.

James P. Avioli, Jr.:

Mr. Avioli addressed City Council regarding the City's proposed water and sewer rates. He agreed that the City was not funding the current water and sewer program and reserve fund with water bills. He also agreed that the City's water rates should not have remained flat since 2006. He urged City Council to consider correcting the mistake in phases over several years as opposed to all in one year.

Michael Stapenhorse:

Mr. Stapenhorse addressed City Council regarding the City's proposed water and sewer rates. He expressed concern with suggestions that current issues from past inaction be fixed all at one time on the backs of the citizens. It was Mr. Stapenhorse's understanding that the proposed rate structure represented a 4X increase in the base rate and a 40% increase on average in an individual's monthly bill. In his opinion, City Council needed to make up for that. He suggested that the City look at how it was spending its money (i.e., Evelyn's Park, Evergreen Pool, and the Nature Discovery Center) and change its priorities.

James P. Avioli, Sr.:

Mr. Avioli complimented the Water Division of the Public Works Department for their professional manner and hard work on the many water leaks that the City had experienced lately.

He addressed City Council with a reference to the proposed rate structure for a 1" meter, noting that the rate would increase from $11.20 to $43.56--an increase of $32.00 or 389%. Even though rates had not been adjusted for 22 years, the percentage increases were extremely high. He urged City Council to consider, at a minimum, a three-year ramp up as opposed to one year and encouraged City Council to use those extra revenues for the failing water system.

Carol Freeman:

Ms. Freeman addressed City Council regarding infrastructure needs. She referenced an infrastructure plan that the City Council had worked on in 2002 and inquired what had happened to that plan.

She urged City Council to work on increasing its sales tax revenue by encouraging businesses to come to Bellaire.

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Jane McNeel:

Ms. McNeel addressed City Council regarding the City's proposed water and sewer rates. She agreed with previous speaker James P. Avioli, Sr., in that the proposed structure represented a 389% increase, which was enormous and would impact those on limited incomes.

She stated that if the City wanted to encourage water conservation, City Council should consider raising the water rates as opposed to the base rates. She inquired as to the amount of monies that had been spent on water and sewer lines to this point and why over $4.2 million was transferred in 2014 out of the Enterprise Fund. In closing, Ms. McNeel urged City Council to examine where the money from the Enterprise Fund had gone.

Lynn McBee:

Ms. McBee addressed City Council regarding the water and sewer rates. She advised that she had not been able to figure out how much the City would be spending each year on improvements. She indicated that she was not opposed to the capital project to improve the City's water lines and asked if bonded indebtedness could be used in lieu of an increase in utility rates.

Jim Hotze:

Mr. Hotze addressed City Council and suggested that they could save money by not putting a sidewalk in his front yard that no one wanted (i.e., Valerie Street).

Sue Jean White:

Ms. White addressed City Council and raised several questions. She indicated that it seemed to her that commercial entities would bear less of a burden than residential entities in the proposed rate structure. She felt that the relationship between commercial and residential entities should be very similar, and echoed the comments made by Messrs. Avioli.

Written Comments:

Mayor Friedberg advised that two written comments had been received. One was from **Denise Arceneaux** who advised that she was living on a fixed income and did not understand why monies could not come from water consumption and proposed addressing the shortfall in that manner. If not, she urged City Council to consider exempting seniors from the rate increase and spending other monies more wisely.

The second comment was from **Margie and Robert Straight** who wrote that they agreed that the City should have gradually increased the water rates over time. The Straights suggested basing the water rate increase on the square footage of a house and whether or not the house had a swimming pool. The Straights also stated that they would like to see property taxes frozen for homeowners over the age of 65 so as to not be priced out of their homes.

Mayor Friedberg advised that complete copies of the written comments had been distributed to City Council for consideration and were included in the public record of the meeting.

E. Questions from the Mayor and City Council.

Mayor Friedberg opened the floor to any Council Member with questions.

Following questions, Mayor Friedberg concluded by thanking residents for their attendance and participation.

F. Adjourn.

Mayor Friedberg announced that the Town Hall Meeting of the City Council of the City of Bellaire, Texas, was adjourned at 8:57 p.m. on Monday, July 11, 2016.

He also announced that the Regular Meeting of the City Council would begin following a brief recess.

II. REGULAR MEETING

A. Call to Order and Announcement of a Quorum - Andrew S. Friedberg, Mayor.

Mayor Friedberg called the Regular Meeting of the City Council of the City of Bellaire, Texas, to order at 9:06 p.m. on Monday, July 11, 2016. He announced that a quorum of the members of the City Council was present as set forth in the table below.

Name	Title	Status
Andrew S. Friedberg	Mayor	Present
Roman F. Reed	Mayor Pro Tem	Present
Trisha S. Pollard	Council Member	Present
Gus E. Pappas	Council Member	Absent
Pat B. McLaughlan	Council Member	Present
Michael Fife	Council Member	Present
David R. Montague	Council Member	Present

Other officials present were Paul A. Hofmann, City Manager; Alan P. Petrov, City Attorney; and Tracy L. Dutton, City Clerk.

B. Personal/Audience Comments.

Mayor Friedberg advised that the time limit for public comments was five (5) minutes, with no extension, and with notice after four (4) minutes that there was one (1) minute left. Speakers were reminded that non-agendaed issues regarding operational or administrative matters were properly directed first to City Staff.

Richard Franke:

Mr. Franke addressed City Council regarding water lines and presented a picture of a corroded water line recently dug up in the 4300 block of Glenmont. He expressed concern that the City was spending millions of dollars to reconstruct Howard Lane, but was not replacing the water line. Mr. Franke also expressed dissatisfaction with the continued expenditure by the City of hundreds of thousands of dollars on what he deemed to be nonessential activities.

Mr. Franke referenced a phrase made by City Council that the "Comprehensive Plan would be enforced in a manner that was sensitive to residential property." He inquired

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as to the meaning of that phrase and referenced a recent discussion of an apartment complex by the Planning and Zoning Commission. Mr. Franke advised that he felt that City Staff's involvement was irregular. He urged City Council to find out what was going on and to take charge.

Lynn McBee:

Ms. McBee addressed City Council regarding the upcoming November presidential ballot and indicated that she understood that the City would consider one or more bond proposals during that election. She urged City Council to consider two bond propositions for the municipal facilities--one for the total cost needed for the Police Department and Municipal Court Building and one for the total cost needed for the City Hall and Civic Center.

With respect to the City's upcoming fall survey, Ms. McBee encouraged City Council to consider addressing the composition of the City (i.e., the breakdown of the ages of its residents, whether or not those residents were employed or retired, size of family, etc.).

Ms. McBee encouraged City Council to hold another workshop session on the water plan to address questions raised during the Town Hall Meeting.

In closing, Ms. McBee suggested that the plans prepared by the City's architect, PGAL, for the Municipal Facilities Project be numbered sequentially.

Danny Spencer:

Mr. Spencer addressed City Council regarding the water rate increase. He noted that property taxes could only increase 10% per year and a 40% increase in water rates was a "big pill to swallow" for himself and many other residents in Bellaire. He encouraged City Council to consider a lower increase in the base rate and a higher increase in consumption.

Additionally, Mr. Spencer recommended the development of a big picture plan for critical infrastructure replacement as increases would be easier to swallow when residents understood exactly what was going to happen, what it would cost, and how long it would take to get there.

Karen Reichek:

Ms. Reichek addressed City Council by referencing a notice she had received for a recent meeting of the Planning and Zoning Commission. The notice referenced amendments to the current specifications to build a multi-family unit proposed by the City's Director of Development Services to allow a four-story building with an additional ten feet for chimneys and antennas and a ten-foot setback from the street. Concerns expressed by Ms. Reichek included aesthetics (reduced green space), possible drainage and parking issues, and the lack of space at Horn Elementary School for additional children from a high density development.

Jim Hotze:

Mr. Hotze addressed City Council and mentioned sidewalks that were scheduled to be constructed in front yards on the south side of Valerie Street in the 5300 block. He indicated that the Valerie Street sidewalk would be the only sidewalk in the Braeburn Country Club Estates subdivision. Mr. Hotze advised that he was going to have a postcard made up and handed to everyone in the 5300 block of Valerie Street that could

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be marked "in favor" or "against" sidewalks. The postcard would be stamped and addressed directly to the Mayor at City Hall. At the end of the day, Mr. Hotze was hopeful that City Council would be able to see how the citizens felt about sidewalks.

Vicki Chu:

Ms. Chu addressed City Council regarding a street and sidewalk project that was going on about two-three months ago. She advised that after removing two live oak trees in front of her home at the recommendation of a termite company, she was able to observe that the street had sunk. She urged City Council to reconsider the number of trees allowed on high-density properties.

In addition, Ms. Chu stated that her neighbor's driveway approach was reconstructed as part of the street and sidewalk project; however, hers was not. She could not replace her driveway, a needed improvement, until the driveway approach was reconstructed. As a result of the situation, Ms. Chu was experiencing ponding in front of her home.

Written Comment:

Mayor Friedberg advised that the City Council had received one written comment for the evening's meeting from **Diane Bailey** on Merrie Lane. Ms. Bailey wrote that sidewalks had been added to the south side of the street, which she commented favorably on. Her home, located on the north side of the street, flooded recently and she was working to replace the home. She learned of the new ordinance that would require the construction of a new sidewalk in front of her home, which would be a sidewalk to nowhere. Ms. Bailey asked the City Council to please reconsider the ordinance requiring new sidewalks with new home construction and suggested, alternatively, that the City install a sidewalk all the way down the north side of the street. It made sense to Ms. Bailey for the City to create a comprehensive community pathway master plan and repeal the current sidewalk ordinance with a more thoughtful solution.

C. Reports:

1. City Manager's Report regarding communication, field and personnel updates, calendar reminders, and notes of appreciation - Submitted by Paul A. Hofmann, City Manager.

   Paul A. Hofmann, City Manager, presented the City Manager's Report dated July 11, 2016, to members of the City Council.

   The City Manager's Report included an overview of communication updates made to residents since his last report. Communications included reminders of the City-Wide Beautification Workshop to be held on July 14, 2016; the Town Hall Meeting held earlier in the evening; notice of the publication of the most recent edition of the City's newsletter, *The Boulevard*; information regarding the City's Resident Request Center; information related to rules for the short-term rental of homes in Bellaire; notice of the issuance of the City's new 2015 Consumer Confidence Report on water quality; and notice of updated plans for the City's Municipal Facilities Project.

   Personnel updates included one new hire for the Public Works Department, Laborer Genesis Alvarado, and one new hire for the Police Department, Officer Richard Guerra.

   Field updates included notice of the Summer Police Meeting on July 14, 2016, at

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7:00 p.m. in the Civic Center; congratulations to the Bellaire Little League 12-Year Old Team for a successful season; recognition of the Little Free Library addition to Loftin Park; notice of the temporary renaming of a portion of Evergreen Park as "Canonico Corner," (i.e., an auction item from the Patrons for Bellaire Parks' Wine & Tapas Event); and a special thanks to former Mayor Dr. Philip L. Nauert for the Bellaire City Library's Fourth of July float recognizing the Library's 65th anniversary.

Kudos were given to Chief Plant Operator Mark Longino, Wastewater Treatment Plant, for a tour he provided to students from the Baylor College of Medicine's National School of Tropical Medicine.

Words of appreciation were given to The Optimist Club for their special recognition of Omar Barrientos, Police Officer of the Year, and Edward Dannenbaum, Firefighter-EMT of the Year, during the City of Bellaire's Fourth of July Festival.

In closing, City Manager Hofmann provided an overview of upcoming City Council meetings and agenda items.

Mayor Friedberg opened the floor for questions from the City Council.

Following questions and comments, Mayor Friedberg announced that the City Manager's Report was concluded and turned to the next order of business (agenda item II. C(2)).

2. Presentation by Jeff Gerber, President and CEO, Pierce, Goodwin, Alexander, and Linville, concerning floor plan development of the Municipal Facilities Project; and consideration of and possible action to provide direction as appropriate - Submitted by Michelle Jordan, Project Manager.

Jeff Gerber, President and Chief Executive Officer ("CEO") of Pierce, Goodwin, Alexander, and Linville (PGAL), provided an update concerning floor plan development. He advised that the update was based on feedback obtained from City Council and staff from normal staff meetings, previous building update reviews, and the recent tour of municipal facilities.

Reference was made to adjustments to windows (increase in glass) in the Civic Center and sub-dividable spaces within the Civic Center to accommodate larger workshop sessions. Technology accommodations, increased glass adjustments, and increased dais arrangement proportions were addressed in the Council Chamber. President and CEO Gerber also referenced increased glass adjustments that had been made to the Council Conference Room. Slides depicting elevation adjustments to the City Hall and Civic Center were also shown to the City Council.

Adjustments to the Police Department and Municipal Court Building floor plans were reviewed by President and CEO Gerber. Specific reference was made to the sally port doors and the possibility of using a different style of door that was more appealing.

Mayor Friedberg thanked President and CEO Gerber for his presentation. He noted that the agenda item permitted consideration of and possible action to provide direction as City Council deemed appropriate. Mayor Friedberg asked President and CEO Gerber if there was anything that he felt he needed formal direction on by motion this evening.

President and CEO Gerber indicated that he would appreciate feedback as to whether he had appropriately accommodated City Council's previous comments.

Mayor Friedberg opened the floor for questions, informal feedback, or motions, if desired.

Discussion ensued among members of the City Council regarding the PGAL update on municipal facilities. **Trisha S. Pollard, Council Member,** recommended a tree aeration system as part of the site work before construction of the new facilities. A memorandum and diagrams regarding a tree aeration system were provided for the record by Council Member Pollard and have been attached and marked as Exhibit "A."

Further discussion ensued among members of the City Council regarding the PGAL update on municipal facilities.

Hearing no further questions, discussion, or feedback from members of the City Council, **Mayor Friedberg** turned to the next order of business.

D. New Business:

1. Consideration of and possible direction to the City Manager regarding proposed water and sewer rates to be considered in the development of the City of Bellaire's FY 2017 budget - Submitted by Brant Gary, Director of Public Works.

   Prior to discussion of the proposed water and sewer rates, **Mayor Friedberg** asked City Manager Hofmann if City Staff would prefer direction by motion and vote as opposed to informal feedback. **City Manager Hofmann** stated that informal feedback would work.

   Mayor Friedberg next opened the floor for discussion and feedback from the City Council and noted that the agenda permitted a formal motion should any member of City Council wish to offer one.

   The first to provide informal feedback was **Mayor Friedberg**. He noted that he was interested in asking City Staff to develop alternative rate proposals responsive to public input received, including an alternative that placed greater emphasis on water conversation as a stated policy objective.

   David R. Montague, Council Member, suggested considering comments made by several citizens as to whether the whole increase in rates should be taken at once or what might be done in a step process to get to the same endpoint.

   Roman F. Reed, Mayor Pro Tem, suggested considering a tiered, three-year approach for rate increases.

   Pat B. McLaughlan, Council Member, indicated that would like to see a greater emphasis on water conservation. He suggested that a step increase might be easier on the citizens.

   Michael Fife, Council Member, stated that education and information would go a long way in helping people accept and understand what was happening and why. She stated that the City Council and City Staff could both serve in the role of providing information. She suggested using all media that the City had at its disposal.

Minutes Acceptance: Minutes of Jul 11, 2016 7:00 PM (Adoption of Minutes:)

Mayor Friedberg inquired as to whether the City Manager had received useful direction from the City Council.

City Manager Hofmann advised that he wished to prolong the discussion in order to seek additional clarification and guidance that the City Council was willing and able to give this evening. He advised further that the message regarding a conservation incentive as a policy objective was straightforward and clear. The direction as to a three-year phase-in for the rate increase was not as clear. To lessen the overall burden of the rate increase, something else had to give. One thing that could give was the City's policy to maintain a 60-day fund balance requirement. Another thing that could give was to spread out the catch-up period for the vehicle replacement fund. City Manager Hofmann specifically asked for direction from City Council as to whether the 60-day fund balance requirement should be lowered.

Mayor Friedberg stated that he was not prepared to reject as absurd the idea that the City might deliberately dip into the 60-day fund balance requirement as a method to phase-in the necessary rate increases.

Council Member Pollard asked if the phase-in could be accomplished by changing the fund balance requirement to 30 days for the first year, 45 days for the second year, and 60 days for the third year. [City Manager Hofmann indicated that it could be done].

Council Member Montague noted that expenses would have to increase every year based on the automatic increase in surface water costs from the City of Houston.

Mayor Pro Tem Reed stated that he was not comfortable dipping into the 60-day fund balance requirement. He agreed with Council Member Fife that the City needed to educate the residents and implement the rate increase. He withdrew his suggestion for a three-year phase-in period.

Mayor Friedberg announced that the order of business was concluded and continued to agenda item II. D(2).

2. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, appointing one (1) member to the Planning and Zoning Commission of the City of Bellaire, Texas, for the purpose of filling an unexpired term commencing on July 11, 2016, and ending on June 30, 2017 - Submitted by Tracy L. Dutton, City Clerk.

Mayor Friedberg introduced the item before City Council. He advised that on June 19, 2016, the night before the meeting in which City Council made their annual board and commission appointments, a resignation was received from the Planning and Zoning Commission. Because the packet for that June 20th meeting had already been published and the notification requirement of 72 hours could not be met, it was too late to add the vacancy to be filled at that time.

Mayor Friedberg noted, as set forth in the agenda statement, that of the nine candidates for the Planning and Zoning Commission, all had been appointed except for Jonathan Saikin. Mr. Saikin was one vote short of being appointed at the June 20th meeting. Accordingly, a ballot was prepared with his name on it and a blank space should members of City Council wish to write in the name of any other candidate.

Minutes Acceptance: Minutes of Jul 11, 2016 7:00 PM (Adoption of Minutes:)

Council Member Pollard suggested that Jonathan Saikin be selected by acclamation.

Hearing no objection to the suggestion that Jonathan Saikin be selected to the fill the vacancy, **Mayor Friedberg announced that he was appointed by acclamation and called for a motion on the ordinance.**

Motion:

To adopt an ordinance of the City Council of the City of Bellaire, Texas, appointing Jonathan Saikin as a member to the Planning and Zoning Commission of the City of Bellaire, Texas, for the purpose of filling an unexpired term commencing on July 11, 2016, and ending on June 30, 2017.

Hearing no discussion, **Mayor Friedberg called for action on the motion.**

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Trisha S. Pollard, Council Member
SECONDER:	Michael Fife, Council Member
AYES:	Friedberg, Reed, Pollard, McLaughlan, Fife, Montague
ABSENT:	Pappas

E. Community Interest Items from the Mayor and City Council.

Community interest items from the Mayor and City Council included expressions of thanks and congratulations to the Parks, Recreation, and Facilities Department for a wonderful Fourth of July celebration; thanks to Jane and Gary McNeel for their donation of the Little Free Library addition in Loftin Park; thanks to military personnel and police officers for their protection of citizens on a daily basis; and reminders to attend the first City-Wide Beautification Workshop (July 14, 2016), the Police Community Meeting (July 14, 2016), and the next City Council Regular Session (July 18, 2016).

F. Adjourn.

Mayor Friedberg announced that the Regular Meeting of the City Council of the City of Bellaire, Texas, was adjourned at 10:51 p.m. on Monday, July 11, 2016.

Exhibit A

To: Mayor and City Council Members; copy to CM Paul Hofmann and PGAL
From: Council Member Trisha Pollard
Date: July 11, 2016
Re: Tree Aeration System for municipal facilities

We have many magnificent trees surrounding the current municipal facilities. I want to see that everything possible is done to preserve those trees, and want to see a Tree Aeration System included as part of the site work before buildings are built. Urban Forester Steve Anderson will tell you, "To have healthy trees, they must have air and water." Adequate access to its air supply is more critical to a tree than water. For example, a tree can have adequate water supply below in its root zone, but if pallets of bricks or lumber get placed long-term on the ground under a tree within its drip zone, the tree gets choked, and the extreme stress often kills the tree. Steve says, "When trees get stressed and die from new construction, the most likely reason was their air supply was curtailed or cut off."

I was the general contractor at then-Bellaire Presbyterian Church when we built the front porte-cochere and front & rear parking lots in 2000. I employed Mr. Anderson to ensure we saved the beautiful oak trees you still see standing today, 16 years later and still healthy. With Mr. Anderson's guidance and assistance, we installed the Tree Aeration System at Bellaire Presbyterian for $2,475. Yes, it was less than $3,000!

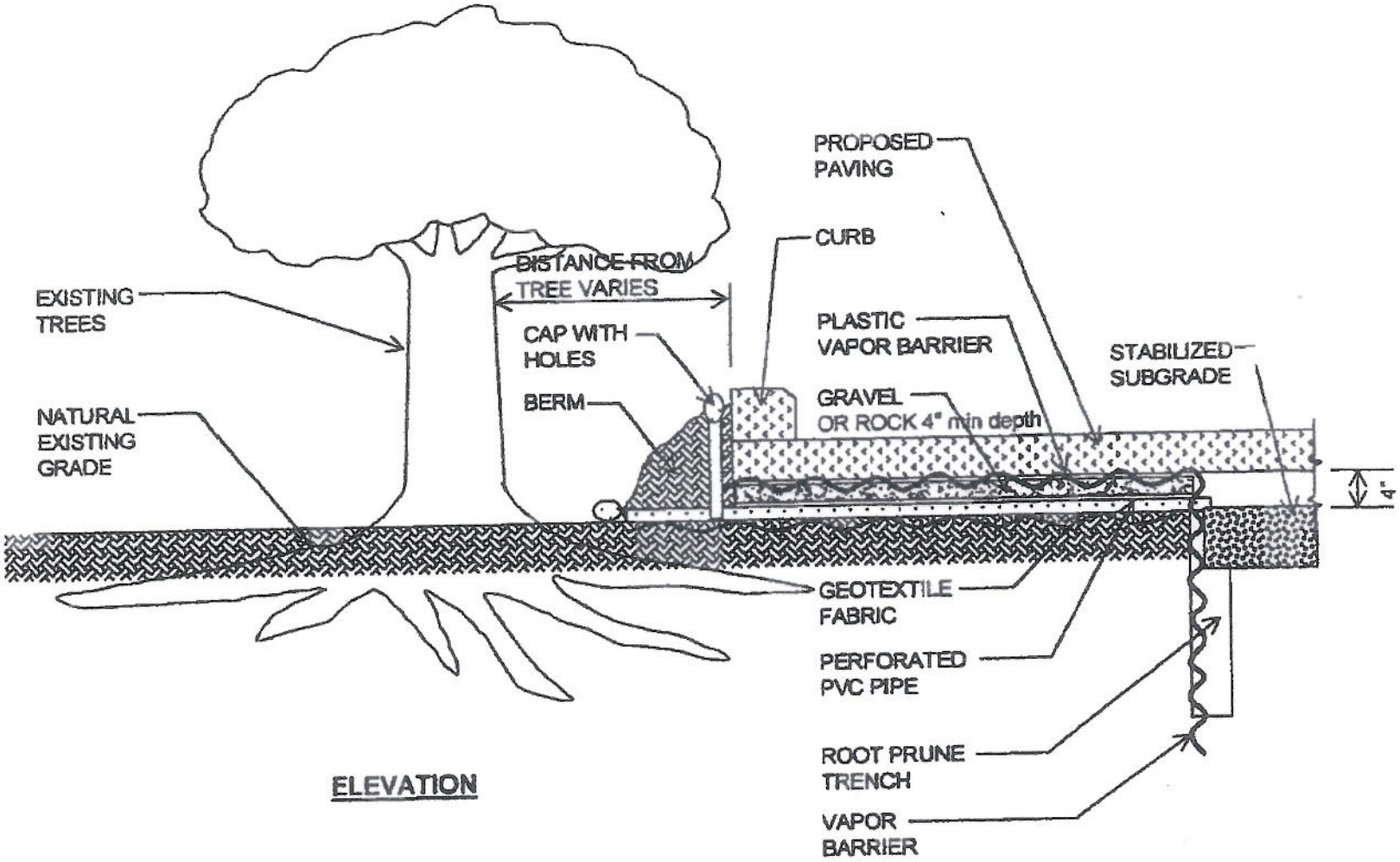
Refer to the attached diagram for the highlights of how the system is installed: Geotextile Fabric is laid down and perforated PVC pipes (at regular intervals like 18-24") go on top, with 4" rock/gravel on top of the pipes. Plastic vapor barrier goes on top of the gravel and the concrete parking lot is built on top of that. The key factor is that the perforated pipes extend outward (and upward) just past the curb; air enters the pipes there, and goes to feed the roots underneath the concrete parking lot. Please feel free to go look at that Aeration System. You may have never noticed it because it is fairly unobtrusive!

Construction of this system added about a week or two to the schedule and very little expense. Small price to pay for trees that are still healthy today! Another great example of a great Tree Aeration System can be found in the Kroger parking lot at Westpark and Buffalo. I encourage you to go look at the trees in that parking lot as well, and observe the Aeration System there. I am passionate about saving the trees in the city-block, and I will be insisting on this system to be used for any new parking areas surrounding the City Hall and Police/Cts buildings.

I would like for this memo and these two diagrams to be made of record in the minutes of tonight's meeting.

Trisha Pollard

713.444.5123

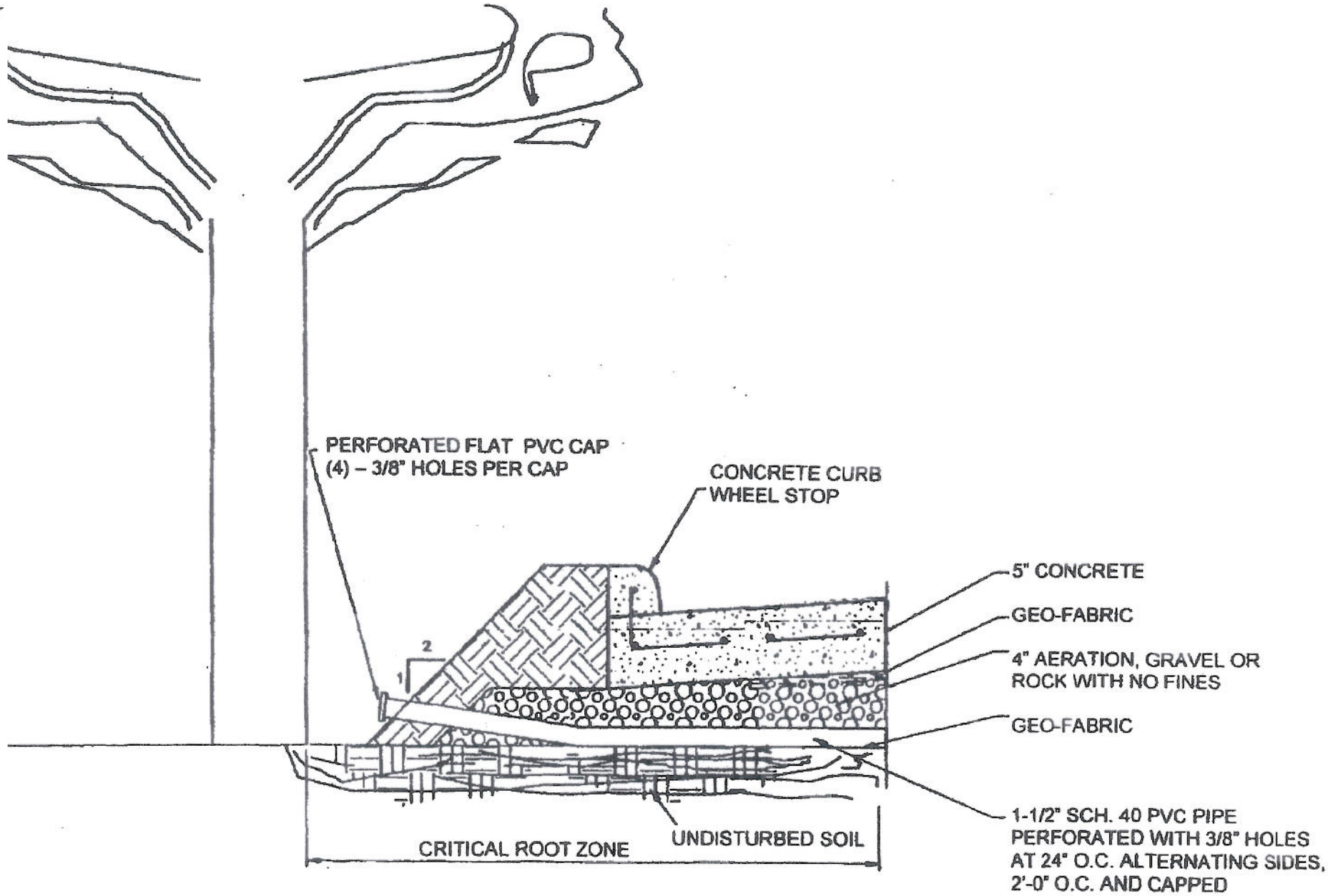


ELEVATION

NOT TO SCALE

AERATION SYSTEM

S.L. Anderson Company
Consulting Urban Foresters
(713) 974-2208



14 CURB / AERATION SYSTEM
NOT TO SCALE

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

SCHEDULED
INFORMATION ITEM (ID # 1962)

Meeting: 08/01/16 07:00 PM
Department: Parks, Recreation and Facilities
Category: Agreement
Department Head: Karl Miller
DOC ID: 1962 B

Item Title:

Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the Mayor of the City of Bellaire, Texas, to execute, for and on behalf of the City of Bellaire, Texas, an Agreement for Use of City of Bellaire Park Facilities ("Agreement"), by and between the City of Bellaire, Texas, and the Bellaire Little League, related to the use of city-owned and/or operated playing fields located in the City of Bellaire, Texas, for an initial term commencing on August 1, 2016, and ending on December 31, 2021, with an option to renew or extend the Agreement for an additional five (5) year term - Submitted by Karl Miller, Director of Parks, Recreation, and Facilities.

Background/Summary:

The Bellaire Little League has been a long time partner with the City of Bellaire. Bellaire Little League (BLL) strives to instill Integrity, Honesty, Respect and Teamwork by using baseball as the tool for developing youth with skill development and winning as secondary.

The current usage agreement with Bellaire Little League expires on November 7, 2016 and does provide a renewal option for five additional years through November 2021.

Over the past couple of months, several meetings have been held with BLL representatives to discuss and review their current agreement, with both parties mutually agreeing that it would be best to make some revisions to their agreement which includes the terms identified in the ordinances (97-035, 11-077, 12-010 and 15-011). The proposed agreement also allows BLL to implement capital campaign drives for improvements at Mulberry Park and clarity to various terms and conditions. The proposed agreement would run through December of 2021 with an optional five year renewal.

Both the BLL and the Parks, Recreation and Facilities Department support the revisions to the proposed agreement which has been reviewed by the BLL Attorney, Stewart Hoffer, and the City of Bellaire Attorney, Mr. Alan Petrov.

Previous Council Action Summary:

August 4, 1997, City Council authorized an Ordinance naming Mulberry Park athletic field Elizabeth Furler Memorial Field, Ordinance 97-035.

November 7, 2011, City Council authorized the Agreement for Use with the Bellaire Little League, Ordinance 11-077.

March 5, 2012, City Council authorized the amendment to the Agreement allowing Bellaire Little League to implement capital campaigns to raise funds for facility improvements and to erect temporary and/or permanent recognition signs at Horn Elementary contingent upon approval from Houston Independent School District, Ordinance 12-010.

March 2, 2015, City Council authorized the amendment to the Agreement for use through Addendum One, allowing Bellaire Little League to use Mulberry Park athletic field, Ordinance

15-011.

Fiscal Impact:

None

Recommendation:

it is the recommendation of Karl Miller, Director of Parks, Recreation and Facilities that City Council authorize the Mayor of the City of Bellaire to enter into the proposed usage agreement with the Bellaire Little League.

ATTACHMENTS:

- Agmt - Use of City of Bellaire Park Facilities by Bellaire Little League (DOCX)

Attachment: Agmt - Use of City of Bellaire Park Facilities by Bellaire Little League (1962 : Usage Agreement with Bellaire Little League)

ORDINANCE NO. 16-_____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF BELLAIRE, TEXAS, TO EXECUTE AN *AGREEMENT FOR USE OF CITY OF BELLAIRE PARK FACILITIES ("AGREEMENT"),* BY AND BETWEEN THE CITY OF BELLAIRE, TEXAS, AND THE BELLAIRE LITTLE LEAGUE, IN A FORM AS ATTACHED HERETO AND MARKED EXHIBIT "A," RELATED TO THE USE OF CITY-OWNED AND/OR OPERATED PLAYING FIELDS LOCATED IN THE CITY OF BELLAIRE, TEXAS, FOR A FIVE (5) YEAR TERM COMMENCING ON AUGUST 1, 2016, AND EXPIRING ON DECEMBER 31, 2021, WITH AN OPTION TO RENEW OR EXTEND THE AGREEMENT FOR ONE (1) ADDITIONAL FIVE (5) YEAR TERM UPON WRITTEN NOTICE FROM THE BELLAIRE LITTLE LEAGUE OF ITS INTENT TO EXERCISE THE RENEWAL OPTION AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM.

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

THAT the Mayor of the City of Bellaire, Texas, is hereby authorized to execute an *Agreement for Use of City of Bellaire Park Facilities ("Agreement"),* by and between the City of Bellaire, Texas, and the Bellaire Little League, in a form as attached hereto and marked Exhibit "A," related to the use of city-owned and/or operated playing fields located in the City of Bellaire, Texas, for a five (5) year term commencing on August 1, 2016, and expiring on December 31, 2021, with an option to renew or extend the Agreement for one (1) additional five (5) year term upon written notice from the Bellaire Little League of its intent to exercise the renewal option at least thirty (30) days prior to the expiration of the initial term.

PASSED and **APPROVED** this 1st day of August, 2016.

_____
Andrew S. Friedberg, Mayor
City of Bellaire, Texas

ATTEST:

_____
Tracy L. Dutton, TRMC
City Clerk
City of Bellaire, Texas

APPROVED AS TO FORM:

_____
Alan P. Petrov, City Attorney
City of Bellaire, Texas

EXHIBIT A

AGREEMENT FOR USE OF CITY OF BELLAIRE PARK FACILITIES

This **Agreement for Use of City of Bellaire Park Facilities**, hereinafter referred to as the "Agreement", is entered into between the City of Bellaire, Texas, hereinafter referred to as the "City," and the Bellaire Little League, hereinafter referred to as the "Association," acting by and through their duly authorized representatives, respectfully.

FOR AND IN CONSIDERATION of the mutual undertakings hereinafter set out, the parties agree as follows:

I.
DESCRIPTION OF PREMISES

The City agrees to permit the use by the Association of the City's facilities commonly known as Jessamine Field, Pin Oak Field, Furler Field, and Horn Field, as more specifically described on the attached Exhibit "A," to this Agreement, hereinafter called "Premises."

II.
TERM

The initial term of this Agreement shall be from August 1, 2016, through December 31, 2021.

III.
OPTION TO RENEW

After the initial term, the Association shall have the option to extend this Agreement for one (1) additional five (5) year term. The Association must give the City written notice of its intent to exercise this option at least thirty (30) days prior to the expiration of the initial term. If the Association fails or refuses to exercise its option to extend this Agreement, the Association shall have thirty (30) days following the initial term to remove any fixtures it owns that are not of a permanent nature. If the Association exercises its option to extend the Agreement for the additional five (5) year term, then following that additional five (5) year term, the parties shall negotiate in good faith for further extensions or renewals of the Agreement.

IV.
ASSIGNMENT/LEASE

The Association shall not assign this Agreement nor shall it lease or rent out any part of the Premises to any third party not affiliated with the Association, for any activities, including, but not limited to, camps, scrimmages, private coaching/instruction, select teams and tournaments. A separate permit from the City shall be required for such activities.

Attachment: Agmt - Use of City of Bellaire Park Facilities by Bellaire Little League (1962 : Usage Agreement with Bellaire Little League)

V.
USE OF PREMISES

During the term of this Agreement, the Association may only utilize the Premises for the purpose of organizing and operating a baseball little league and the related activities incident thereto, provided that such baseball little league is open to residents of the City. The Association shall not engage in any business on the Premises or do anything in connection therewith that shall be in violation of any existing state or federal law or municipal ordinances, or use the same in such manner as to constitute a nuisance, except as provided herein.

VI.
INDEMNIFICATION/INSURANCE

The City shall not be liable to the Association or the Association's agents, officials, employees, contractors, members or participants for any damage to person or property caused by an act of negligence of the Association or the Association's agents, officials, employees, contractors, members or participants, and the Association agrees to indemnify and hold harmless the City, its agents, officials, and employees and any umpire or official from any and all claims for any such damage arising out of the activities of the Association, its agents, officials, employees, contractors, members and participants. The Association shall provide the City with a policy of general liability insurance by January 1st of each year. Each policy shall list the City, as an additional insured party with respect to the activities described herein. The insurance must have limits of at least $1,000,000 per occurrence. "Additional insured" coverage must include general liability risks, including both on-going and completed operations. Individual permits issued by the City for additional activities may require additional coverages and features.

VII.
FOOD/DRINK SALES

All food or drink prepared, served, sold or stored shall be done so in strict conformity with all City ordinances and state, county and federal statutes and subject to all applicable terms and conditions set forth in Exhibit "C," attached hereto.

VIII.
SCHEDULES

The Association shall furnish to the City Parks, Recreation and Facilities Department, a full schedule after completion of registration and at least two weeks prior to the first regular season game. The requirement to provide the full schedule as set forth herein is not meant to prohibit revisions to such schedule, provided however, that the Association will submit either a hard copy or a digital copy of any schedule

amendment to the City's Parks, Recreation and Facilities Department as soon as practicable after making such revision.

The Association may comply with this provision by referring the City Parks, Recreation and Facilities Department to its website, where the schedule is publicly posted.

IX.
FIELD LIGHTS

The Association may utilize field lighting systems only for league sponsored activities, games, and practices. At other times, field lighting may only be used with City consent. Many systems have timing devices that are programmed to allow lights to be turned on at specific times. Manual lighting systems may not be activated any sooner than one hour before sunset.

The Association agrees to stop play by 10:15 p.m. for leagues, tournaments, and playoff games. Playing field lights will be set to automatically shut off at 10:30 p.m.; however, if games or practices end before 10:00 p.m., the Association shall manually turn off field lights within 30 minutes after play ceases.

X.
USE BY CITY

The City reserves the right to utilize the facilities when leagues are not scheduled. If the Association completely abandons use of a particular facility, as determined by the City in its reasonable discretion, this Agreement as it pertains to that facility may be terminated by the City as provided herein.

XI.
OFFICERS AND BOARD MEMBERS

The Association shall submit to the City's Parks, Recreation and Facilities Department the names, addresses and phone numbers of all officers, board members and the Association's Board meeting schedule within two (2) weeks after election or appointment. The Association shall designate in writing an officer or board member for the purpose of transmitting and receiving notices or information to and from the Office of the City Manager.

XII.
ENHANCEMENTS

The Association shall not install, build or perform any type of facility or property improvements without the express written consent of the City of Bellaire. These enhancements include but are not limited to enlarging ball fields, establishing new

Attachment: Agmt - Use of City of Bellaire Park Facilities by Bellaire Little League (1962 : Usage Agreement with Bellaire Little League)

fields, cutting or planting of trees, extra landscaping, batting cages, decks, pavers, lights, materially modifying irrigation systems, and constructing permanent buildings or fixtures. Request for improvements must be submitted in writing to the Parks, Recreation and Facilities Department at least thirty (30) calendar days prior to the desired date of installing or implementing the improvement(s). All requests require approval of the Director of the Department and must comply with all Department standards and practices, City codes and ordinances.

All permanent improvements to the fields shall become the property of the City of Bellaire. Permanent improvements include, but are not limited to, scoreboards, buildings, fences, lights, batting cages, landscaping, decks and pavers. Temporary equipment, such as, but not limited to, bleachers, screens, practice netting, pitcher's mounds, bases, etc. may be installed by the league with prior approval by the Director or his representative.

Nothing in this agreement shall be construed as a grant of ownership rights to the Association. All ownership and property remain with the City of Bellaire.

XIII.
CAPITAL CAMPAIGNS

During the initial term, and any subsequent renewal term(s), the Association shall have the exclusive right to develop capital campaigns to raise funds for capital improvements to the Premises by, among other things, offering the opportunity to supporters, businesses and individuals to name any scoreboard, field, complex, dugout, concession area, batting cage, shed, path, fence, lighting, bleachers, bullpens, or any other fixtures or permanent improvements at the Premises, and the Association shall have the right to affix signage to various parts of the Premises in accordance with any award of naming rights, but any such signage must comply with Paragraph XIV below. The City shall have no right to share in any funds raised through such campaigns. Notwithstanding anything in this Paragraph, the baseball field located in Mulberry Park shall remain named "Elizabeth Furler Memorial Field" as set forth in Ordinance 97-035, unless and until such name is changed through proper municipal procedures.

XIV.
SIGNAGE

Bellaire Little League shall have the right to control the naming of Horn and Jessamine fields through the installation of signs. The baseball field located in Mulberry Park was memorialized and named Elizabeth Furler Memorial Field through Ordinance 97-035 by the City Council of the City of Bellaire and would require City Council action to change the name of the field. Other signs supporting, advertising, promoting or related to field improvements, projects, events, tournaments, league play or other activities or designating the naming of field related amenities at the Premises shall be permitted but subject to the approval of the Director of the Parks, Recreation and Facilities Department and/or Houston Independent School District, as applicable.

XV.
FACILITIES UNDER LICENSE FROM HISD

It is specifically understood by the parties that Pin Oak Field and Horn Field are not owned by the City but are owned by the Houston Independent School District ("HISD"). The City has the right to authorize the use of such fields pursuant to a license agreement granted to the City by HISD. The Association has been provided a copy of the City's license agreement with HISD, and notwithstanding any provision of this Agreement, the Association's right to use such field pursuant to this Agreement is specifically conditioned on, and subject to the terms of, the license agreement between the City and HISD. The Association agrees to work in a cooperative manner with the City, HISD, and any other City authorized user groups to assist in maintaining the facilities and grounds in a clean and orderly fashion, promptly correcting any unsightly and unsafe conditions upon knowledge, and coordinating all material improvements with the City and HISD prior to implementation. The City recognizes that the use of some facilities will be shared by HISD and the responsibility for repairs and/or maintenance may need to be allocated between the Association and HISD accordingly. The Association shall work in good faith to address its share of responsibilities as may be applicable It is further understood that should HISD terminate the license agreement with the City, the Association's right to use such fields under this Agreement will likewise terminate, with neither party having any liability to the other as a result of such termination.

XVI.
EXHIBITS

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

1. **Exhibit A** - Description of Premises

2. **Exhibit B** - City of Bellaire Responsibility

3. **Exhibit C** - Association Responsibility

XVII.
ADDITIONAL CONDITIONS

In addition to the agreements attached hereto as exhibits, this Agreement is made subject to the provisions of the City of Bellaire Parks, Recreation and Facilities Policies and any other rules, regulations and conditions applicable to the Premises. Failure of the Association to comply with and implement such policies, rules, regulations, or conditions shall constitute a breach of this Agreement as if the provisions of such policies, rules, regulations or conditions were set forth herein.

Attachment: Agmt - Use of City of Bellaire Park Facilities by Bellaire Little League (1962 : Usage Agreement with Bellaire Little League)

XVIII.
INDEPENDENT AGENT

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

XIX.
TERMINATION

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

XX.
AMENDMENTS, GOVERNING LAW, VENUE

Amendments and alterations to this Agreement shall be made in writing. This Agreement shall be governed by the laws of the State of Texas and the parties agree that this Agreement is performable in Harris County, Texas.

XXI.
SEVERABILITY

If any provision of this Agreement shall fail or be stricken for any reason whatsoever, the remainder of this Agreement shall remain in full force and effect.

Attachment: Agmt - Use of City of Bellaire Park Facilities by Bellaire Little League (1962 : Usage Agreement with Bellaire Little League)

This Agreement is made and entered into on the 1st day of August, 2016.

CITY OF BELLAIRE, TEXAS

BY: _____
Andrew Friedberg, Mayor
City of Bellaire, Texas

BELLAIRE LITTLE LEAGUE

BY: _____
Thomas Sloan, President

EXHIBIT A

DESCRIPTION OF THE SPECIFIC PREMISES TO BE USED BY THE ASSOCIATION

1. Jessamine Field: corner of Jessamine Street and 5th Street, in Bellaire Zindler Park
2. Pin Oak Fields, adjacent to Pin Oak Middle School: 5801 West Loop South
3. Horn Fields, adjacent to Horn Academy Elementary School: 4535 Pine Street
4. Elizabeth Furler Memorial Field, located in Mulberry Park, 700 Mulberry Lane

EXHIBIT B

CITY OF BELLAIRE RESPONSIBILITY

The City of Bellaire will:

1. Repair ball field fences, backstops, and bleachers.
2. Furnish 55-gallon trash and recycling bins/receptacles.
3. Haul off all trash deposited in containers.
4. Repair or replace roofs, doors, windows, wiring, transformers, etc. when necessary.
5. Make any major plumbing repairs for restrooms, sinks, urinals, commodes, etc. Major denotes replacement of sinks, commodes, urinals, faucets, water heaters, etc. Repairs do not include repairs resulting from improper use during usage period.
6. Make any major repairs to water and sewer.
7. Paint buildings as necessary.
8. Provide all electricity and water.
9. All lighting will be fully functional at the beginning of the season. After that point, the Association will be responsible for any lamp replacement except however, the City will make required repairs to fixtures, ballasts, wiring, etc. to keep the light functioning at 85% capacity unless the outage causes a safety hazard and/or inadequate light exists on one pole. (Wet ground or inclement weather may prolong repairs).
10. The City has the right and privilege to enter and inspect buildings and premises at any time.
11. The City has the right to permit others to use the premises (after contacting the league on availability) whenever the same are not in actual use by the Association and shall have the exclusive right to permit others to use the premises during days listed in the Agreement period. In the event another party uses the Premises, said party will be responsible for putting the Premises back in the same condition in which they found it. The league may not sub-lease or rent any property.
12. Supply electrical source for scoreboards.
13. Provide lock codes and/or keys to access gates.
14. Service and maintain outdoor restroom facilities. This does not include additional restrooms required to host tournaments or any other activity beyond normal league play and practices.

Attachment: Agmt - Use of City of Bellaire Park Facilities by Bellaire Little League (1962 : Usage Agreement with Bellaire Little League)

EXHIBIT C

ASSOCIATION RESPONSIBILITY

The Association will:

1. Provide all bases, base stubs, marking materials and marking equipment.
2. Supply all locks necessary to secure their equipment (excluding access gates) and provide City's Parks, Recreation and Facilities Department with keys or codes.
3. With approval of City's Parks, Recreation and Facilities Department, post signs stating that the fields are scheduled for Little League, which will include dates and times.
4. Make the first request for others to leave the field and then call City's Parks, Recreation and Facilities Department.
5. Be responsible for marking, dragging and other pre-game preparations.
6. Mow, fertilize and water all infields and outfields as necessary.
7. Do all minor plumbing repairs to sinks, drains, toilets, etc. (The term "minor" means plunging commodes and clearing clogged lines).
8. Supply and maintain all necessary equipment for the operations of concession stands including air conditioners, fire extinguishers, etc.
9. Supply all scoreboards and maintain all boards including bulbs.
10. Provide appropriate insurance for all participants, officials and the City.
11. Dispose of garbage from buildings and place in proper containers.
12. Maintain the interior of the concession stands, making any repairs necessary and comply with all Health Department regulations and standards.
13. Clean and maintain concession areas, press boxes, electrical rooms, batting cages and all practice and game areas, etc.
14. Have one league official on duty at all games to supervise activities and conduct, and shut off lights.
15. Contact City's Parks, Recreation and Facilities Department regarding field, fence, lights, electrical, building or any other maintenance or repair problem(s) by 9:00 a.m. the following workday.
16. Return the field, all buildings and facilities at the end of the season, to the same condition as received.
17. Maintain all buildings and facilities in a safe and aesthetic manner (i.e., keep all drags and other equipment stored and inaccessible to children).
18. Not allow fences or backstops to be used for batting, kicking, or pitching practice.

Attachment: Agmt - Use of City of Bellaire Park Facilities by Bellaire Little League (1962 : Usage Agreement with Bellaire Little League)

19. Not make alterations to any buildings or structures without prior approval of City and comply with all City codes and ordinances.

20. All improvements and enhancements shall comply with the standards and practices set forth by the City and/or Bellaire Parks, Recreation and Facilities Department.

21. Comply with all City Policies regarding field use, such as: all City constructed and maintained athletic fields, whether practice or game field, are for the use of residents of the City. Anytime a field is being used, whether practice or league play, one of the teams involved must be a Bellaire organization unless approved by the City. The only exception to this policy would be any type of tournament or league championship hosted by a Bellaire organization.

22. Be responsible for daily game day policing of all litter on their field(s) to include playing areas, dugouts, fences, backstops, bleachers, concession stands and adjacent grounds. All litter shall be placed in trash bags for pick up at a designated site or placed inside receptacles provided by the City. The City shall provide for the pickup of these receptacles. The Association will be required to remove any loose litter thrown into receptacle or dumpster.

23. Be responsible for the total contents of the concession stands and for securing any insurance for all of the contents and for paying for the insurance premiums.

24. Maintain all turf and exposed dirt playing surfaces in safe conditions.

25. Operate and maintain all irrigation systems including to but not limited to controllers, lines, valves, heads, control wires, and PVB'S. The Association must provide the City with copies of annual PVB inspection certificate with proof of insurance.

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

SCHEDULED
ORDINANCE (ID # 1965)

Meeting: 08/01/16 07:00 PM
Department: Fire Department
Category: Ordinance
Department Head: Darryl Anderson
DOC ID: 1965

Item Title:

Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the Mayor of the City of Bellaire, Texas, to execute, for and on behalf of the City of Bellaire, Texas, an Agreement Between the City of Bellaire, Texas, and and Advanced Data Processing, Inc., a Subsidiary of Intermedix Corporation, for Ambulance Billing and Related Professional Services for the Bellaire Fire Department's Emergency Medical Services Division for an initial term of three (3) years commencing on August 1, 2016, and ending on July 31, 2019; said Agreement shall renew for successive, automatic one (1) year periods thereafter - Submitted by Darryl Anderson, Fire Chief.

Background/Summary:

An ordinance of the City Council of the City of Bellaire, Texas authorizing the Mayor of the City of Bellaire, Texas to execute for and on behalf of the City of Bellaire, Texas, an "Agreement Between the City of Bellaire, Texas, and Advanced Data Processing, Inc., a Subsidiary of Intermedix Corporation, for Ambulance Billing and Related Professional Services" ("Agreement"), including exhibits A, B, C, and D, all of which have been incorporated into an made a part of said agreement for the Bellaire Fire Department's Emergency Medical Services Division for an initial term of three (3) years commencing on August 1st, 2016, and ending on July 31st, 2019; said Agreement shall renew for successive, automatic one (1) year periods thereafter.

This agreement largely mirrors the ordinance passed in 2013 for the same service, with the major difference being the percentage amount charged for credit card use, going from 1.8% to 3%.

ATTACHMENTS:

- Agreement with Advanced Data Processing - Intermedix in re Billing and Collection of EMS Services - 2016 (DOCX)
- Cover Sheet - Attachment A - Intermedix - 2016 (DOC)
- Bellaire TX_EMS Ambulance Billing Services Agmt with TripTix FINAL 07-23 16 (PDF)

ORDINANCE NO. 16-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AUTHORIZING THE MAYOR OF THE CITY OF BELLAIRE, TEXAS, TO EXECUTE, FOR AND ON BEHALF OF THE CITY OF BELLAIRE, TEXAS, AN *AGREEMENT BETWEEN CITY OF BELLAIRE, TEXAS, AND ADVANCED DATA PROCESSING, INC., A SUBSIDIARY OF INTERMEDIX CORPORATION, FOR AMBULANCE BILLING AND RELATED SERVICES* ("AGREEMENT"), INCLUDING EXHIBITS A, B, C, AND D, ALL OF WHICH HAVE BEEN INCORPORATED INTO AND MADE A PART OF SAID AGREEMENT, COLLECTIVELY IN A FORM AS ATTACHED HERETO AND MARKED "ATTACHMENT A," FOR AMBULANCE BILLING AND RELATED PROFESSIONAL SERVICES FOR THE BELLAIRE FIRE DEPARTMENT'S EMERGENCY MEDICAL SERVICES DIVISION FOR AN INITIAL TERM OF THREE (3) YEARS COMMENCING ON AUGUST 1, 2016, AND ENDING ON JULY 31, 2019; SAID AGREEMENT SHALL RENEW FOR SUCCESSIVE, AUTOMATIC ONE (1) YEAR PERIODS THEREAFTER.

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

THAT the Mayor of the City of Bellaire, Texas, is hereby authorized to execute, for and on behalf of the City of Bellaire, Texas, an *Agreement Between City of Bellaire, Texas, and Advanced Data Processing, Inc., a subsidiary of Intermedix Corporation, for Ambulance Billing and Related Professional Services* ("Agreement"), including Exhibits A, B, C, and D, all of which have been incorporated into and made a part of said Agreement, collectively in a form as attached hereto and marked "Attachment A," for the Bellaire Fire Department's Emergency Medical Services Division for an initial term of three (3) years commencing on August 1, 2016, and ending on July 31, 2019; said Agreement shall renew for successive, automatic one (1) year periods thereafter.

PASSED, APPROVED, and **ADOPTED** this 1st day of August, 2016.

(SEAL)

ATTEST:

_____
Tracy L. Dutton, TRMC

SIGNED:

_____
Andrew S. Friedberg

City Clerk Mayor

Attachment: Agreement with Advanced Data Processing - Intermedix in re Billing and Collection of EMS Services - 2016 (1965 : Ambulance

APPROVED AS TO FORM:

_____
Alan P. Petrov
City Attorney

ATTACHMENT A

Agreement Between City of Bellaire, Texas, and Advanced Data Processing, Inc., a Subsidiary of Intermedix Corporation, for Ambulance Billing and Related Professional Services

Ordinance No. 16-___
Adopted: August 1, 2016

Effective Period: August 1, 2016 – July 31, 2019
(Renews Automatically for One-Year Periods Thereafter)

Attachment: Cover Sheet - Attachment A - Intermedix - 2016 (1965 : Ambulance Billing Ordinance)

AGREEMENT BETWEEN
CITY OF BELLAIRE, TEXAS
AND
ADVANCED DATA PROCESSING, INC., A SUBSIDIARY OF INTERMEDIX CORPORATION
FOR AMBULANCE BILLING AND RELATED PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of August, 2016 ("Effective Date") by and between City of Bellaire, Texas, a Texas Municipality, with principal offices located at 7008 South Rice, Bellaire, Texas 77401("Client") and Advanced Data Processing, Inc., dba Intermedix, a Delaware Corporation with principal offices located at 6451 North Federal Highway, Suite 1000, Fort Lauderdale, Florida 33308 ("Intermedix").

RECITALS

WHEREAS, Client provides emergency and non-emergency medical services, including ambulance transport ("EMS"), for residents and visitors in its jurisdiction, and charges for such services; and

WHEREAS, Intermedix provides billing, collection and related consulting services and equipment for municipalities and other providers of EMS; and

WHEREAS, the parties hereto now wish to enter into an agreement, pursuant to which Intermedix will render the Services as hereinafter provided;

NOW THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. **ENGAGEMENT OF INTERMEDIX**. During the Term of this Agreement, except for accounts referred to a collection agency as provided herein, Intermedix shall be exclusively responsible for the billing and collection of all charges and fees resulting from the delivery of EMS by Client, including but not limited to all charges and fees to private insurers, Medicare, Medicaid, other governmental programs, individual patients and their responsible parties (collectively, "Payors").

2. **SCOPE OF SERVICES**. Intermedix shall perform and carry out Services as specifically described in Exhibit A (the "Scope of Services"; collectively the Scope of Services and the Billing System (as defined in Section 3.01) are the "Services"), which is attached hereto and incorporated herein by this reference. Client reserves the right to request changes in the Scope of Services within Intermedix's capabilities, which changes shall be implemented upon mutual written agreement of the parties specifying such changes and any change in compensation attributable thereto.

3. **ACCESS TO BILLING SYSTEM**.

Attachment: Bellaire TX_EMS Ambulance Billing Services Agmt with TripTix FINAL 07-23 16 (1965 : Ambulance Billing Ordinance)

3.01 Right to Use. During the Term of this Agreement, Intermedix grants to Client, access to Intermedix billing system solely to view Client's accounts, run various reports, and access to all data associated with the billing and collection process which is wholly owned by Client ("Billing System"). During the Term of this Agreement, Intermedix will not in any way transfer to any third party or use in direct or indirect competition with Client any information or data posted by or for the benefit of Client on Intermedix's website and acknowledges that all such information is confidential ("Confidential Information"). Intermedix further acknowledges that its handling of information on behalf of Client is or may be subject to federal, state or local laws, rules, regulation and restrictions regarding the privacy of consumer information. Intermedix agrees to comply with all of such laws, rules and regulations and restrictions, as is commercially reasonably possible, at its sole cost and expense. This Access to Billing System Section and all obligations contained therein will survive any termination or expiration of this Agreement.

3.02 User Restrictions. Client shall not, and shall not permit others to, without the express written consent of Intermedix: (i) use, receive, reproduce, copy, market, sell, distribute, license, sublicense, lease, timeshare, or rent the Billing System, any other Service or any component thereof; (ii) modify, alter, translate or prepare derivative works based on the Billing System or Documentation is permitted; (iii) disassemble, decompile, decrypt or reverse engineer the Billing System or in any way attempt to discover or reproduce source code for the Billing System, or any portion thereof; or (iv) develop or license any third party programs, applications, tools or other products which interface or interact with the Billing System. Client agrees not to remove the copyright, trade secret or other proprietary protection legends or notices which appear on or in the Billing System, any other Service or the Documentation.

3.03 Internet Access. Client shall be responsible for providing its own Internet access necessary to provide the Billing System, and in no event shall Client be provided with direct access (by modem or otherwise) to the Billing System server, other than access that is available to third parties generally through the Internet. The parties acknowledge that, since the Internet is neither owned nor controlled by any one entity, Intermedix makes no guarantee that any given user will be able to access the Billing System at any given time. There are no assurances that access will be available at all times and uninterrupted, and Intermedix shall not be liable to Client for its inability to access the Billing System.

3.04 Reporting. Operational and financial data reports for Client will be available on the Billing System when the Billing System is available. The format and content of the data will be established and defined by Intermedix and such reports may be added, modified or deleted without notice to Client. Notwithstanding the foregoing, Client may request that specific, custom reports be made available to it at an additional charge to be negotiated between Intermedix and Client.

3.05 Acknowledgement with Respect to Reports. With respect to each report generated for Client as part of the Billing System, Client acknowledges and agrees: (i) such report represents a "snapshot" of a moment in time, and as such, the snapshot may not be accurate with respect to financial results on the whole; (ii) the underlying data may be subject to correction from time-to-time, which may change the results of the report or its interpretation; and (iii) the data represented in the report constitutes only a limited portion of all data available

regarding Client's business. Accordingly, any particular report may not accurately represent the Client's then-current or future financial condition.

3.06 Intellectual Property. Client agrees that the equipment, computer hardware and software, billing and collection processing, Services, Billing System and other related systems and equipment are the property and trade secrets of Intermedix, and that Client will not release any information regarding such Confidential Information (as such term is defined in Section 11.01) and/or trade secrets of Intermedix to any third party without the prior written consent of Intermedix. Client further agrees that, in connection with the use of certain data entry devices, Client may gain access to the intellectual property of third parties. Client understands and agrees that it may be required to enter into agreements with respect to such intellectual property in order to use such equipment. Client agrees to enter into such arrangements at Intermedix's request.

3.07 Audit Rights. From time to time and upon reasonable prior written notice, Intermedix may audit Client's use of the Services to help ensure that Client is in compliance with the terms and conditions of this Agreement, including, but not limited to, any payment terms. Any such audit will be conducted during regular business hours at the applicable facilities of Client. Client will identify and cooperate with Intermedix (or its representatives) to provide Intermedix (or its representatives) with reasonable access to all relevant equipment, personnel and records.

4. **CLIENT RESPONSIBILITY**.

4.01 Generally. Client is responsible for all activity occurring under its User accounts and shall abide by all applicable laws and regulations in connection with its use of the Billing System. Client will immediately (and in no greater than twenty four (24) hours from Client's knowledge of the following) notify Intermedix and use best efforts to cease any further of the following: (i) any unauthorized use of a password or account or any other known or suspected breach of security; (ii) any copying or distribution of any content or other intellectual property of Intermedix related to the Services that is known or suspected by Client or its Users; (iii) any use of false identity information to gain access to or use the Billing System or (iv) any loss or theft of a hardware device on which a User has access to the Billing System (each of subsections (i) through (iv) a "Security Breach Event"). To the extent that any Security Breach Event involves Protected Health Information (as defined below), and is subject to the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191, 110 Stat. 1936), including the privacy and security rules promulgated thereunder ("HIPAA"), as amended by the Health Information Technology for Clinical Health Act (Pub. L. No. 111-5, 123 Stat. 115) (the "HITECH Act"), Client shall comply with all applicable requirements under such laws, including any applicable breach notification requirements (i.e. notifications to affected individuals, the Department of Health and Human Services ("HHS"), and prominent media outlets) (the "HIPAA Notifications") triggered by the Security Breach Event. "Protected Health Information" means Individually Identifiable Health Information (defined at 45 C.F.R. § 164.501), transmitted or maintained in any form or medium, concerning individuals for whom the Client has performed EMS.

4.02 Rights Following Notification. Upon Intermedix's receipt of notification given by the Client of a Security Breach Event, Intermedix shall have the right to immediately, without notice to Client, suspend Client's access to the Billing System until such time as the Security Breach Event has been fully resolved, and no longer presents a threat of inappropriate access to: (i) the Billing System, (ii) any other intellectual property rights of Intermedix or its affiliates or (iii) the personal data or Protected Health Information gathered by Client in the performance of EMS by the Client. To the extent that a Security Breach Event requires Client to provide HIPAA Notifications, any such notifications shall not include a reference to Intermedix or any of its affiliates unless such a reference is specifically required by HIPAA or other applicable law. Further, if Client intends to reference Intermedix in a HIPAA Notification based on its belief that such a reference is required by HIPAA or other applicable law, Client shall provide Intermedix written notice of its intent to do so no later than ten (10) days prior to Client's provision of each required HIPAA Notification (i.e. no later than ten (10) days prior to Client's provision of notifications to affected individuals, HHS, and/or prominent media outlets, as applicable).

4.03 Security. Client acknowledges that it is solely responsible for providing security software, including without limitation, firewalls and similar applications, to prevent unauthorized access to its computer systems, including malware prevention software on User's computers. Client is responsible for requiring its Users to use a password to access the Billing System in compliance with the Billing Security Characteristics. The "Billing Security Characteristics" means a password to access the Billing System, which must be at least eight (8) characters in length, and contain three (3) of four (4) of the following characteristics: lowercase letter, uppercase letter, special character or a number. Intermedix shall use commercially reasonable efforts to maintain the security of the Billing System, but shall not be responsible for the Client's loss or dissemination of passwords or other breaches beyond Intermedix's reasonable control.

5. **COMPENSATION AND METHOD OF PAYMENT**.

5.01 Fees. Intermedix shall be paid by Client a monthly amount representing fees for the Services provided by Intermedix hereunder, computed as follows:

(a) Five and eighty-seven hundredths percent (5.87%) of all monies collected by Intermedix for EMS billing provided by Client less refunds ("Net Collections"), plus

(b) Two and sixty-three hundredths percent (2.63%) of all monies collected for use of Intermedix-provided field data capturing and reporting system consisting of two (2) Pen-based Panasonic Toughbook Tablets, Field Automation Software, Administrative Reporting System, including training and support (referred heretofore as "TripTix®"), less refunds ("Net Collections"), plus

(c) Three percent (3%) credit card processing fees, plus

(d) All amounts set forth in any Exhibit, attached hereto.

5.02 Intermedix shall submit the monthly invoices for fees for the Services to City of Bellaire ATTN: William Mize, Accounting Manager, 7008 S. Rice, Bellaire, TX 77401.

Client shall pay the amount invoiced within thirty (30) days of receipt of such invoice. In the event Client disputes any part of the invoiced amounts, such dispute shall be raised in writing to Intermedix within such thirty (30) day period or the invoice shall conclusively be deemed to be accurate and correct. Intermedix shall respond to any such notice of dispute within thirty (30) days of receipt thereof. Any overdue amounts which are not the subject of a good faith notice of dispute shall accrue interest at the rate of twelve percent (12%) per annum.

5.03 Bank Accounts. Client agrees that it will be solely responsible for the cost and maintenance of any and all of Client's bank accounts, lock-box and/or remote deposit services. Clientagrees to assume and be responsible for all costs associated with such program. Client agrees to utilize and be responsible for a lockbox or remote deposit capturing. Client agrees to give Intermedix access to the lockbox for payment posting verification.

5.04 Taxes. All amounts payable under this Agreement are exclusive of all sales, use, value-added, withholding and other taxes and duties. Client shall promptly pay, and indemnify Intermedix against, all taxes and duties assessed in connection with any such amounts, this Agreement and its performance by any authority within or outside of the U.S., except for taxes payable on Intermedix's net income.

6. **COLLECTION EFFORTS**.

6.01 Alternative Collection Arrangements. Intermedix will have the right, on Client's behalf, in its sole and complete discretion, to enter into an alternative collection arrangement with respect to any patient encounter performed by the Client if: (i) the total payments are for at least 80 percent of the amount of the bill; (ii) an insurance company offers at least 70% of the total amount billed with a stipulation that the insured not be billed for the balance; or (iii) Intermedix is able to make arrangements for the payment of patient account that provide a substantially similar economic benefit to Client, as Intermedix determines in its sole and complete discretion.

6.02 Scope of Collection Efforts. If reasonable efforts have been made to collect a patient account of Client and such efforts have not been successful, Intermedix shall have the right to terminate collection efforts and close the account as an unpaid debt. As used herein "reasonable efforts" shall be defined to mean at least but not limited to one hundred twenty (120) days of active collection efforts in the ordinary course of business. In addition, Intermedix may terminate or suspend collection efforts in the event that Client has supplied Intermedix with materially incomplete or inaccurate billing and/or patient information. Absent contrary instructions from Client with respect to any patient encounter, the accounts that Intermedix has deemed to be uncollectible may be forwarded to a third-party collection agency for further collection effort.

6.03 Administrative Fee/Third Party Collection Costs. Client will be responsible for engaging any third party collection service for uncollectible accounts after Intermedix has exhausted its collection efforts. Client will be directly liable for all fees of third party collection agency.

6.04 Excluded Persons. If any refunds of patient accounts of Client are required to be refunded to or offset by any government and commercial payor as a result of Client's violation of its obligations set forth in Exhibit A (Scope of Services), Section B.9. (an "Excluded Person Refund"), Intermedix shall not be required to refund to Client any commissions or fees earned or previously paid to Intermedix as a result of its collection of such Excluded Person Refund or otherwise include such Excluded Person Refunds in its calculation of Net Collections as set forth herein.

7. **SYSTEM SUPPORT.** Support and training of Client's Users will be provided subject to and in accordance with the terms of the Scope of Services.

8. **INDEPENDENT CONTRACTORS.** Intermedix is an independent contractor of Client and not an employee or agent of Client; provided, however, to the extent necessary to fulfill its billing and collection efforts under this Agreement, Intermedix is authorized to sign *in an administrative capacity* for Client the following types of standard forms and correspondence only; letters to patients or their representatives verifying that an account is paid in full; forms verifying the tax-exempt status of Client; and insurance filings and related forms. Intermedix has no authority to sign any document that imposes any additional liability on Client. Intermedix shall retain full control over the employment, direction, compensation and discharge of all persons assisting in the performance of the Services. Intermedix shall be fully responsible for all matters relating to payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Each party shall be responsible for its own acts and those of its agents and employees during the Term of this Agreement.

9. **LIMITATION ON LIABILITY**. INTERMEDIX'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT WITH RESPECT TO THE BILLING SYSTEM, EQUIPMENT OR OTHER SERVICES DELIVERED UNDER THIS AGREEMENT WILL BE LIMITED TO THE TOTAL FEES PAID (LESS ANY REFUNDS OR CREDITS) BY CLIENT TO INTERMEDIX PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. IN NO EVENT WILL INTERMEDIX BE LIABLE TO CLIENT UNDER, IN CONNECTION WITH, OR RELATED TO THIS AGREEMENT FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT INTERMEDIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE FOREGOING LIMITATIONS OF LIABILITY ARE A CONDITION AND MATERIAL CONSIDERATION FOR THEIR ENTRY INTO THIS AGREEMENT.

10. **INSURANCE**. Intermedix shall procure and maintain for the duration of the Agreement, the following insurance coverage: (i) workers' compensation insurance in compliance with the applicable state and federal laws; (ii) general liability insurance in an amount no less than $1,000,000 per occurrence; (iii) coverage for business interruption, destruction of data processing equipment and media, liabilities affecting accounts receivable, and valuable documents in an amount no less than $100,000 aggregate; and (iv) liability coverage for all vehicles whether owned, hired or used in the amount of $500,000.

11. **CONFIDENTIALITY AND HIPAA BUSINESS ASSOCIATE OBLIGATIONS**.

11.01 Confidential Information. Each party (the "Discloser") may disclose to the other party (the "Recipient') certain non-public information relating to the Discloser's business, including technical, marketing, financial, personnel, planning, medical records and other information that is marked confidential or which the Recipient should reasonably know to be confidential given the nature of the information and the circumstance of disclosure ("Confidential Information"). Confidential Information of each party shall also include the terms of this Agreement, but not the existence and general nature of this Agreement. Confidential Information will not include any information: (i) lawfully obtained or created by the Recipient independently of, and without use of, Discloser's Confidential Information and without breach of any obligation of confidence or violation of HIPAA or the HITECH Act; or (ii) that is in or enters the public domain without breach of any obligation of confidence. Client shall be responsible for any breach by any of its Users, employees or agents of any of the confidentiality obligations set forth herein.

11.02 Use and Disclosure. Except as expressly permitted by this Agreement or the BA Agreement (as applicable) and subject to applicable law, the Recipient will:

(a) not disclose Discloser's Confidential Information except: (i) to the employees or contractors of the Recipient to the extent that they need to know that Confidential Information for the purpose of performing the Recipient's obligations under this Agreement, and who are bound by confidentiality terms with respect to that Confidential Information no less restrictive than those contained in this Section 11.02; or (ii) as required to be disclosed by law, to the extent required to comply with that legal obligation, provided that the Recipient will promptly notify the Discloser of such obligation;

(b) use the Discloser's Confidential Information only for the purpose of performing Recipient's obligations under this Agreement;

(c) use all reasonable care in handling and securing the Discloser's Confidential Information, and employ all reasonable data security measures that the Recipient ordinarily uses with respect to its own proprietary information of similar nature and importance; and

(d) use and disclose Confidential Information that contains Protected Health Information in accordance with the terms of the Business Associate Agreement attached hereto as Exhibit B (the "BA Agreement'), if applicable.

11.03 Return of Confidential Information. Subject to Intermedix's internal data retention policies and applicable law, the Recipient will return to the Discloser, and destroy or erase all of the Disclosure Confidential Information in tangible form, upon the expiration or termination of this Agreement, and the Recipient will promptly certify in writing to the Discloser that it has done so.

11.04 HIPAA Business Associate Exhibit/Changes In HIPAA. Each party agrees to the obligations set forth in the BA Agreement attached hereto as Exhibit B (the "BA

Attachment: Bellaire TX_EMS Ambulance Billing Services Agmt with TripTix FINAL 07-23 16 (1965 : Ambulance Billing Ordinance)

Agreement"). Such BA Agreement constitutes the complete and exclusive agreement between the parties with respect to Intermedix's obligations regarding Protected Health Information, superseding and replacing any and all prior agreements, communications, representations, and understandings (both written and oral) regarding such subject matter; provided, however, that in the event of any additions, modifications or amendments to any statute or regulation including HIPAA or future federal regulations adopted pursuant thereto, then Intermedix and Client shall promptly enter into negotiations to revise the BA Agreement to reflect such changes. Upon the execution by the parties of a revised BA Agreement (a "Revised BA Agreement"), such Revised BA Agreement will supersede the current BA Agreement in its entirety and such current BA Agreement will no longer be of any force or effect.

11.05 Right to Injunctive Relief. The parties expressly acknowledge and agree that the breach, or threatened breach, by a party of any provision of this Section 11 may cause the other party to be irreparably harmed and that the harmed party may not have an adequate remedy at law. Therefore, the parties agree that upon such breach, or threatened breach, the harmed party will be entitled to seek injunctive relief to prevent the other party from commencing or continuing any action constituting such breach without having to post a bond or other security and without having to prove the inadequacy of any other available remedies. Nothing in this paragraph will be deemed to limit or abridge any other remedy available to either party at law or in equity.

12. **NON-SOLICITATION**. For the Term of this Agreement and for one (1) year after its termination, Client or Intermedix shall not employ or hire any employee or former employees - who, pursuant to this Agreement, has had any contact with employees or representatives of either party or has worked on Client's accounts, without the prior written consent of Client and Intermedix.

13. **ATTACHMENTS**. The following named attachments are made an integral part of this Agreement:

a. Scope of Services (Exhibit A attached hereto and made a part hereof);

b. Business Associate Agreement (Exhibit B attached hereto and made a part hereof);

c. Optional Services (Exhibit C attached hereto and made a part hereof); and

d. TripTix Program (Exhibit D attached hereto and made a part thereto).

14. **TERM AND TERMINATION**.

14.01 Term. This Agreement shall be effective for an initial three-(3) year period, commencing on the Effective Date unless terminated as provided in Section 14.02 below (the "Initial Term"). Following the expiration of the Initial Term, subject to the payment of all fees due hereunder, this Agreement shall renew for successive, automatically renewable one (1) year periods ("Renewal Terms"; collectively, the Initial Term together with any Renewal Terms are the "Term"), unless either party provides the other party with written notice of termination of this Agreement as provided in Section 14.02 below. All terms and conditions hereof shall

Attachment: Bellaire TX_EMS Ambulance Billing Services Agmt with TripTix FINAL 07-23 16 (1965 : Ambulance Billing Ordinance)

remain in full force and effect during the Term unless this Agreement is amended in a writing executed by each Party hereto.

14.02 Events Triggering Termination. This Agreement shall be subject to termination under the following conditions.

a. Termination without Cause. Following the initial term either Client or Intermedix may terminate this Agreement without cause upon six (6) months prior written notice to the other party.

b. Termination with Cause. If Intermedix materially fails to perform any obligation required hereunder, and such default continues for thirty (30) calendar days after written notice from Client specifying the nature and extent of the failure to materially perform such obligation, this Agreement shall terminate upon the expiration of said thirty (30) calendar day period.

c. If Client materially fails to perform any obligation required hereunder, and such default continues for thirty (30) calendar days after written notice from Intermedix specifying the nature and extent of the failure to materially perform such obligation, this Agreement shall terminate upon the expiration of said thirty (30) calendar day period.

d. Termination Due to Bankruptcy. If Client or Intermedix: (i) apply for or consent to the appointment of a petition in bankruptcy; (ii) make a general assignment for the benefit of creditors; (iii) file a petition or answer seeking reorganization or arrangement with creditors; or (iv) take advantage of any insolvency, or if any order, judgment, or decree shall be entered by any court of competent jurisdiction on the application of a creditor or otherwise adjudicating either party bankrupt or approving a petition seeking reorganization of either party or appointment of a receiver, trustee or liquidator of either party or all or a substantial part of its assets (subsections (i) through (iv), each a "Bankruptcy Event"), this Agreement shall terminate automatically and immediately upon written notice from the other party to the party who has incurred a Bankruptcy Event.

14.03 Rights Upon Termination. If this Agreement is terminated for any reason, including, without limitation, the breach of this Agreement by any party, Intermedix shall be entitled to recover when due and payable hereunder, all amounts owed to Intermedix hereunder accrued but unpaid as of the date of termination. Following termination of this Agreement, for a period of ninety (90) days (the "Transition Period"), Intermedix, at its sole discretion and upon written notice to Client of its election to do so, may continue its billing and collection efforts as to those accounts referred to Intermedix prior to the effective date of termination, subject to the terms and conditions of this Agreement, for the fee set forth in Section 5 above. At the end of the Transition Period, Intermedix shall return all records to Client in a commercially standard format on a commercially standard media as determined by Intermedix in its sole discretion; provided, however, that Intermedix may keep any copies of records in accordance with applicable law. The expiration or termination of this Agreement, for whatever reason, will not discharge or relieve either party from any obligation which accrued prior to such expiration or termination, will not relieve either party that has breached this Agreement from liability for damages resulting from such breach and will not destroy or diminish the binding force and effect

of any of the provisions of this Agreement that expressly, or by reasonable implication, come into or continue in effect on or after expiration or termination hereof.

15. **FORCE MAJEURE**. Except for Client's obligation to pay, when due, the fees and compensation owed to Intermedix pursuant to the terms and conditions of this Agreement, neither Client nor Intermedix shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to a Force Majeure Event (as defined below), the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Force Majeure Event" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party and includes, but is not limited to fire, flood, earthquakes, storms, lightning, natural disaster, epidemic, war, riot, civil disturbance, sabotage, terrorism and governmental actions. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

16. **GOVERNING LAW**. This Agreement will be governed by and construed in accordance with the laws of the State in which the Client is located, exclusive of its rules governing choice of law and conflict of laws.

17. **GENERAL WARRANTIES AND DISCLAIMERS**.

17.01 Corporate Authority. Each party warrants that it is a duly organized and validly existing corporation and has complete and unrestricted corporate power and authority to enter into this Agreement.

17.02 Disclaimer. THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WHICH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED. NO REPRESENTATIVE OF INTERMEDIX SHALL HAVE THE RIGHT TO MAKE WARRANTIES ON INTERMEDIX'S BEHALF UNLESS THOSE WARRANTIES ARE IN WRITING AND EXECUTED BY A DULY AUTHORIZED OFFICER OF INTERMEDIX.

18. **EXPORT LAWS**. Client shall comply with all then current export laws and regulations of the U.S. Government and the government of the country in which Client receives access to the Services.

19. **ASSIGNMENT OF AGREEMENT**. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party shall assign this Agreement without the express written consent of the other party, and such consent shall not be unreasonably withheld. Notwithstanding the foregoing sentence, Intermedix may, upon notice to Client, assign this Agreement to any affiliate or any entity resulting from the sale, combination or transfer of all or substantially all of the assets or capital stock, or from any other corporate form of reorganization by or of Intermedix. Intermedix may subcontract any of its obligations

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under this Agreement, and may perform those obligations through personnel employed by or under contract with Intermedix.

20. **NOTICES**. Any notice directed to the parties' legal rights and remedies under this Agreement will be provided in writing and will reference this Agreement. Such notices will be deemed given if sent by: (i) facsimile, when complete transmission to the recipient is confirmed by the sender's facsimile machine; (ii) postage prepaid registered or certified U.S. Post mail, then five (5) working days after sending; or (iii) commercial courier, then at the time of receipt confirmed by the recipient to the courier on delivery. All notices to a party will be sent to its address set forth below, or to such other address as may be designated by that party by notice to the other party in accordance with this Section:

To Client: City of Bellaire
Attn: Fire Chief, Darryl Anderson
7008 South Rice
Bellaire, TX 77401

To Intermedix: Intermedix Corporation
6451 North Federal Highway, Suite 1000
Fort Lauderdale, Florida 33308
Attn: Brad Williams, CAO & VP

21. **SEVERABILITY**. If all or a part of a provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this Agreement will not be affected.

22. **ENTIRE AGREEMENT**. This Agreement, including exhibits, attachments and written terms incorporated by reference, is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. Pre-printed terms and conditions on or attached to any Client purchase orders or other business forms shall be of no force or effect, even if Intermedix acknowledges or accepts them.

23. **AMENDMENT/WAIVER**. This Agreement may be modified, or any rights under it waived, only by a written document executed by both parties. Any failure of a party to exercise or enforce any of its rights under this Agreement will not act as a waiver of such rights.

24. **ATTORNEYS FEES**. Should either party institute any action or procedure to enforce this Agreement or any provision hereof, or for damages by reason of any alleged breach of this Agreement or of any provision hereof, or for a declaration of rights hereunder (including, without limitation, arbitration), the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with such action or proceeding.

25. **CONSTRUCTION OF AGREEMENT**. This Agreement has been negotiated by the parties and its provisions will not be presumptively construed for or against the other party. The headings and Section titles in this Agreement are for convenience only, and will not affect the construction or interpretation of this Agreement.

26. **NO THIRD PARTY BENEFICIARIES**. Except as expressly provided in this Agreement, nothing in this Agreement shall confer upon any person other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.

27. **COUNTERPARTS**. The parties may execute this Agreement in one or more counterparts, each of which shall be an original, and which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized representatives as of the Effective Date.

ADVANCED DATA PROCESSING, INC., a subsidiary of INTERMEDIX CORPORATION, a DELAWARE CORPORATION	CITY OF BELLAIRE, TEXAS
By: _____ Name: _____ Title: _____	By: _____ Name: Andrew S. Friedberg Title: Mayor

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Exhibit A
Scope of Services

Base Services and Obligations:

B. Intermedix shall provide revenue cycle management services for Client as described below. Intermedix shall, during the Term:

1. Prepare and submit initial claims and bills for Client promptly upon receipt thereof, and prepare and submit secondary claims and bills promptly after identification of the need to submit a secondary claim.

2. Assist Client in identifying necessary documentation in order to process and bill the accounts.

3. Direct payments to a lockbox or bank account designated by Client, to which Client alone will have signature authority.

4. Pursue appeals of denials, partial denials and rejections when deemed appropriate by Intermedix.

5. Respond to and follow up with Payors and respond to messages or inquiries from a Payor.

6. Provide appropriate storage and data back-up for records pertaining to Client's bills and collections hereunder, accessible to Client at reasonable times.

7. Maintain records of services performed and financial transactions.

8. Meet, as needed, with representatives of Client to discuss results, problems and recommendations.

9. Provide any Client-designated collection agency with the data necessary for collection services to be performed when an account is referred to such agency.

10. Intermedix will support Client in filing and maintaining required documentation and agreements with commonly-used Payors (e.g. Medicare, Medicaid, Champus, etc. Client will maintain responsibility for enrollment, required documentation, and agreements with Out of State Payers, such as Out of State Medicaid programs, and other payors not commonly billed

11. Provide reasonably necessary training periodically, as requested by Client, to Client's emergency medical personnel regarding the gathering of the necessary information and proper completion of run reports.

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12. Utilize up-to-date knowledge and information with regard to coding requirements and standards, to comply with applicable federal, state and local regulations.

13. Provide a designated liaison for Client, patient and other Payor concerns.

14. Provide a toll free telephone number for patients and other Payors to be answered as designated by Client.

15. Facilitate proper security of confidential information and proper shredding of disposed materials containing such information.

16. Establish arrangements with hospitals to obtain/verify patient insurance and contact information.

17. Respond to any Client, Payor or patient inquiry or questions promptly.

18. Maintain appropriate accounting procedures for reconciling deposits, receivables, billings, patient accounts, adjustments and refunds.

19. Provide reasonable access to Client for requested information in order for Client to perform appropriate and periodic audits. Reasonable notice will be given to Intermedix for any planned audit and will be conducted during normal business hours of Intermedix, all at the Client's expense.

20. Provide timely reports facilitating required aspects of monitoring, evaluating, auditing and managing the Services provided.

21. Process refund requests and provide Client with documentation substantiating each refund requested.

22. Assign billing to patient account numbers providing cross-reference to Client's assigned transport numbers.

23. Maintain responsibility for obtaining missing or incomplete insurance information.

24. Provide accurate coding of medical claims based on information provided by Client.

25. Negotiate and arrange modified payment schedules for individuals unable to pay full amount when billed.

26. Retain accounts for a minimum of twelve (12) months (unless otherwise specified by mutual agreement) and after twelve (12) months turn over accounts for which no collection has been made (unless insurance payment is pending) to an agency designated by Client.

27. Permit real-time read only electronic look-up access by Client to Intermedix's Billing System to obtain patient data and billing information.

28. Maintain records in an electronic format that is readily accessible by Client personnel and that meets federal and state requirements for maintaining patient medical records.

29. Create, implement and comply with a Compliance Plan consistent with the Compliance Program Guidance for Third Party Medical Billing Companies 63 FR 70138; (December 18, 1998) promulgated by the Office of Inspector General of the Department of Health and Human Services (OIG).

C. *Client's Responsibilities and Obligations:*

1. From each person who receives EMS from Client ("Patient"), Client shall use its best efforts to obtain and forward the following information ("Patient Information") to Intermedix:

(i) the Patient's full name and date of birth;

(ii) the mailing address (including zip code) and telephone number of the Patient or other party responsible for payment ("Guarantor");

(iii) the Patient's social security number;

(iv) the name and address of the Patient's health insurance carrier, name of policyholder or primary covered party, and any applicable group and identification numbers;

(v) the auto insurance carrier address and/or agent's name and phone number if an automobile is involved;

(vi) the employer's name, address and Workers Compensation Insurance information if the incident is work related;

(vii) the Patient's Medicare or Medicaid HIC numbers if applicable;

(viii) the Patient's or other responsible party's signed payment authorization and release of medical authorization form or other documentation sufficient to comply with applicable signature requirements;

(ix) the call times, transporting unit, and crew members with their license level, i.e. EMT-B, EMT-I, or EMT-P;

(x) odometer readings or actual loaded miles transported such that loaded miles may be calculated;

(xi) physician certification statements (PCS) for non-emergency transports that are to be billed to Medicare pursuant to CMS regulations; and

(xii) any other information that Intermedix may reasonably require to bill the Patient or other Payor.

2. Client represents and warrants that all information provided to Intermedix shall be accurate and complete. Intermedix shall have no obligation to verify the accuracy of such information, and Client shall be solely responsible for such accuracy. Client agrees to indemnify and hold Intermedix, its agents, and employees harmless from any and all liabilities and costs, including reasonable attorneys' fees, resulting from (a) any inaccurate or misleading information provided to Intermedix that results in the actual or alleged submission of a false or fraudulent claim or (b) any other actual or alleged violation of local, state or federal laws., including but not limited laws applicable to Medicare, Medicaid or any other public or private Payor or enforcement agency.

3. Client will provide Intermedix with necessary documents required by third parties to allow for the electronic filing of claims by Intermedix on Client's behalf.

4. Client will provide Intermedix with its approved billing policies and procedures, including dispatch protocols, fee schedules and collection protocols. Client will be responsible for engaging any third party collection service for uncollectible accounts after Intermedix has exhausted its collection efforts.

5. Client will timely process refunds identified by Intermedix for account overpayments and provide to Intermedix confirmation, including copies of checks and other materials sent.

6. Client will provide a lock box or bank account address to Intermedix and will instruct the lock box or bank custodian agency to forward all documents to Intermedix for processing.

7. Client will provide Intermedix with daily bank balance reporting capabilities via the bank's designated web site.

8. Client will cooperate with Intermedix in all matters to ensure proper compliance with laws and regulations.

9. Client represents and warrants that all of its employees, personnel and independent contractors involved in the delivery of EMS or otherwise performing services for Client: (i) hold the licensure or certification required to perform such services, (ii) have not been convicted of a criminal offense related to health care or been listed as debarred, excluded or

otherwise ineligible for participation in a Federal health care program and (iii) are not excluded persons listed on any of the following: (a) the Office of the Inspector General List of Excluded Individuals and Entities; (b) the General Services Administration's Excluded Parties List; and (c) the Office of Foreign Asset Control's Specially Designated Nationals List.

10. Client agrees that it will forward to Intermedix copies of checks, or other payment documentation requested by Intermedix relating to the subject matter of this Agreement, within 10 days of the date of receipt of those payments.

11. Client agrees to notify Intermedix in the event that their Electronic Patient Care Reporting (ePCR) vendor performs any system upgrades. Notification may be made in writing to support@Intermedix.com.

Exhibit B
Business Associate Agreement

This Business Associate Agreement ("BA Agreement") supplements and is made part of the Underlying Agreement (as defined below).

This BA Agreement is entered into between **City of Bellaire, Texas** ("Covered Entity") and **Advanced Data Processing, Inc., dba Intermedix, a Delaware Corporation** ("Business Associate"), effective as of the Effective Date of the Underlying Agreement.

WHEREAS**,** Covered Entity and Business Associate have entered into, or plan to enter into, an agreement or other documented arrangement (the "Underlying Agreement"), pursuant to which Business Associate may provide services for Covered Entity that require Business Associate to access, create and use Protected Health Information ("PHI") that is confidential under state and federal law; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed by Covered Entity to Business Associate, or collected or created by Business Associate pursuant to the Underlying Agreement, in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and the regulations promulgated there under, including, without limitation, the regulations codified at 45 CFR Parts 160 and 164 ("HIPAA Regulations"); the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance issued by the Secretary of the Department of Health and Human Services (the "Secretary") (the "HITECH Act"); and other applicable state and federal laws, all as amended from time to time, including as amended by the Final Rule issued by the Secretary on January 17, 2013 titled "Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules"; and

WHEREAS, the HIPAA Regulations require Covered Entity to enter into an agreement with Business Associate meeting certain requirements with respect to the Use and Disclosure of PHI, which are met by this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions.

Capitalized terms used herein without definition shall have the meanings ascribed to them in the HIPAA Regulations or the HITECH Act, as applicable unless otherwise defined herein.

2. Obligations of Business Associate.

a. Permitted Uses and Disclosures. Business Associate shall only Use or Disclose PHI for the purposes of (i) performing Business Associate's obligations under the Underlying Agreement and as permitted by this Agreement; or (ii) as permitted or Required By Law; or (iii) as otherwise permitted by this Agreement. Business Associate shall not Use or

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further Disclose PHI other than as permitted or required by this Agreement or as Required By Law. Further, Business Associate shall not Use or Disclose PHI in any manner that would constitute a violation of the HIPAA Regulations or the HITECH Act if so used by Covered Entity, except that Business Associate may Use PHI (i) for the proper management and administration of Business Associate; and (ii) to carry out the legal responsibilities of Business Associate. Business Associate may Disclose PHI for the proper management and administration of Business Associate, to carry out its legal responsibilities or for payment purposes as specified in 45 CFR § 164.506(c)(1) and (3), including but not limited to Disclosure to a business associate on behalf of a covered entity or health care provider for payment purposes of such covered entity or health care provider, with the expectation that such parties will provide reciprocal assistance to Covered Entity, provided that with respect to any such Disclosure either: (i) the Disclosure is Required By Law; or (ii) for permitted Disclosures when Required By Law, Business Associate shall obtain a written agreement from the person to whom the PHI is to be Disclosed that such person will hold the PHI in confidence and will not use and further disclose such PHI except as Required By Law and for the purpose(s) for which it was Disclosed by Business Associate to such person, and that such person will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

b. Creation and Use of De-Identified Data. Business Associate may de-identify any and all PHI, provided that any process or mechanism used to de-identify the data meets the requirements of 45 C.F.R 164.514(a)-(b). Business Associate may use or disclose (and permit others to use or disclose) such de-identified data on a perpetual unrestricted basis, but in no case shall Business Associate attempt to run or develop any keys, codes or algorithms that may be used to re-identify the data.

c. Appropriate Safeguards. Business Associate shall implement administrative, physical and technical safeguards that (i) reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity; and (ii) prevent the Use or Disclosure of PHI other than as contemplated by the Underlying Agreement and this Agreement.

d. Compliance with Security Provisions. Business Associate shall: (i) implement and maintain administrative safeguards as required by 45 CFR § 164.308, physical safeguards as required by 45 CFR § 164.310 and technical safeguards as required by 45 CFR § 164.312; (ii) implement and document reasonable and appropriate policies and procedures as required by 45 CFR § 164.316; and (iii) be in compliance with all requirements of the HITECH Act related to security and applicable as if Business Associate were a "covered entity," as such term is defined in HIPAA.

e. Compliance with Privacy Provisions. Business Associate shall only Use and Disclose PHI in compliance with each applicable requirement of 45 CFR § 164.504(e). Business Associate shall comply with all requirements of the HITECH Act related to privacy and applicable as if Business Associate were a "covered entity," as such term is defined in HIPAA. To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

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f. Duty to Mitigate. Business Associate agrees to mitigate, to the extent practicable and mandated by law, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

g. Encryption. To facilitate Business Associate's compliance with this Agreement and to assure adequate data security, Covered Entity agrees that all PHI provided or transmitted to Business Associate pursuant to the Underlying Agreement shall be provided or transmitted in a manner which renders such PHI unusable, unreadable or indecipherable to unauthorized persons, through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of the HITECH Act. Covered Entity acknowledges that failure to do so could contribute to or permit a Breach requiring patient notification under the HITECH Act and further agrees that Business Associate shall have no liability for any Breach caused by such failure.

3. Reporting.

a. Security Incidents and/or Unauthorized Use or Disclosure. Business Associate shall report to Covered Entity a successful Security Incident or any Use and/or Disclosure of PHI other than as provided for by this Agreement or permitted by applicable law within a reasonable time of becoming aware of such Security Incident and/or unauthorized Use or Disclosure (but not later than ten (10) days thereafter), in accordance with the notice provisions set forth herein. Business Associate shall take (i) prompt action to cure any such deficiencies as reasonably requested by Covered Entity, and (ii) any action pertaining to such Security Incident and/or unauthorized Use or Disclosure required by applicable federal and state laws and regulations. If such successful Security Incident or unauthorized Use or Disclosure results in a Breach as defined in the HITECH Act, then Covered Entity shall comply with the requirements of Section 3.b below. The Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents as defined herein. "Unsuccessful Security Incidents" will include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI.

b. Breach of Unsecured PHI. The provisions of this Section 3.b are effective with respect to the Discovery of a Breach of Unsecured PHI occurring on or after September 23, 2009. With respect to any unauthorized acquisition, access, Use or Disclosure of Covered Entity's PHI by Business Associate, its agents or subcontractors, Business Associate shall (i) investigate such unauthorized acquisition, access, Use or Disclosure; (ii) determine whether such unauthorized acquisition, access, Use or Disclosure constitutes a reportable Breach under the HITECH Act; and (iii) document and retain its findings under clauses (i) and (ii). If Business Associate Discovers that a reportable Breach has occurred, Business Associate shall notify Covered Entity of such reportable Breach in writing within thirty (30) days of the date Business Associate Discovers such Breach. Business Associate shall be deemed to have discovered a Breach as of the first day that the Breach is either known to Business Associate or any of its employees, officers or agents, other than the person who committed the Breach, or by exercising reasonable

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diligence should have been known to Business Associate or any of its employees, officers or agents, other than the person who committed the Breach. To the extent the information is available to Business Associate, Business Associate's written notice shall include the information required by 45 CFR § 164.410(c). Business Associate shall promptly supplement the written report with additional information regarding the Breach as it obtains such information. Business Associate shall cooperate with Covered Entity in meeting Covered Entity's obligations under the HITECH Act with respect to such Breach.

4. Business Associate's Agents. To the extent that Business Associate uses one or more subcontractors or agents to provide services under the Underlying Agreement, and such subcontractors or agents receive or have access to PHI, Business Associate shall sign an agreement with such subcontractors or agents containing substantially the same provisions as this Agreement.

5. Rights of Individuals.

a. Access to PHI. Within ten (10) days of receipt of a request by Covered Entity, Business Associate shall make PHI maintained in a Designated Record Set available to Covered Entity or, as directed by Covered Entity, to an Individual to enable Covered Entity to fulfill its obligations under 45 CFR § 164.524. Subject to Section 5.b below, (i) in the event that any Individual requests access to PHI directly from Business Associate in connection with a routine billing inquiry, Business Associate shall directly respond to such request in compliance with 45 CFR § 164.524; and (ii) in the event such request appears to be for a purpose other than a routine billing inquiry, Business Associate shall forward a copy of such request to Covered Entity and shall fully cooperate with Covered Entity in responding to such request. In either case, a denial of access to requested PHI shall not be made without the prior written consent of Covered Entity.

b. Access to Electronic Health Records. If Business Associate is deemed to use or maintain an Electronic Health Record on behalf of Covered Entity with respect to PHI, then, to the extent an Individual has the right to request a copy of the PHI maintained in such Electronic Health Record pursuant to 45 CFR § 164.524 and makes such a request to Business Associate, Business Associate shall provide such Individual with a copy of the information contained in such Electronic Health Record in an electronic format and, if the Individual so chooses, transmit such copy directly to an entity or person designated by the Individual. Business Associate may charge a fee to the Individual for providing a copy of such information, but such fee may not exceed Business Associate's labor costs in responding to the request for the copy. The provisions of 45 CFR § 164.524, including the exceptions to the requirement to provide a copy of PHI, shall otherwise apply and Business Associate shall comply therewith as if Business Associate were the "covered entity," as such term is defined in HIPAA. At Covered Entity's request, Business Associate shall provide Covered Entity with a copy of an Individual's PHI maintained in an Electronic Health Record in an electronic format and in a time and manner designated by Covered Entity in order for Covered Entity to comply with 45 CFR § 164.524, as amended by the HITECH Act.

c. Amendment of PHI. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR

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§ 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

d. Accounting Rights. This Section 5.d is subject to Section 5.e below. Business Associate shall make available to Covered Entity, in response to a request from an Individual, information required for an accounting of disclosures of PHI with respect to the Individual, in accordance with 45 CFR § 164.528, incorporating exceptions to such accounting designated under such regulation. Such accounting is limited to disclosures that were made in the six (6) years prior to the request and shall not include any disclosures that were made prior to the compliance date of the HIPAA Regulations. Business Associate shall provide such information as is necessary to provide an accounting within ten (10) days of Covered Entity's request. Such accounting must be provided without cost to the Individual or to Covered Entity if it is the first accounting requested by an Individual within any twelve (12) month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs Covered Entity and Covered Entity informs the Individual in advance of the fee, and the Individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.

e. Accounting of Disclosures of Electronic Health Records. The provisions of this Section 5.e shall be effective on the date specified in the HITECH Act. If Business Associate is deemed to use or maintain an Electronic Health Record on behalf of Covered Entity, then, in addition to complying with the requirements set forth in Section 5.d above, Business Associate shall maintain an accounting of any Disclosures made through such Electronic Health Record for Treatment, Payment and Health Care Operations, as applicable. Such accounting shall comply with the requirements of the HITECH Act. Upon request by Covered Entity, Business Associate shall provide such accounting to Covered Entity in the time and manner specified by Covered Entity and in compliance with the HITECH Act. Alternatively, if Covered Entity responds to an Individual's request for an accounting of Disclosures made through an Electronic Health Record by providing the requesting Individual with a list of all business associates acting on behalf of Covered Entity, then Business Associate shall provide such accounting directly to the requesting Individual in the time and manner specified by the HITECH Act.

f. Agreement to Restrict Disclosure. If Covered Entity is required to comply with a restriction on the Disclosure of PHI pursuant to Section 13405 of the HITECH Act, then Covered Entity shall, to the extent necessary to comply with such restriction, provide written notice to Business Associate of the name of the Individual requesting the restriction and the PHI affected thereby. Business Associate shall, upon receipt of such notification, not Disclose the identified PHI to any health plan for the purposes of carrying out Payment or Health Care Operations, except as otherwise required by law. Covered Entity shall also notify Business Associate of any other restriction to the Use or Disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522.

6. Remuneration and Marketing.

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a. Remuneration for PHI. This Section 6.a shall be effective with respect to exchanges of PHI occurring six (6) months after the date of the promulgation of final regulations implementing the provisions of Section 13405(d) of the HITECH Act. On and after such date, Business Associate agrees that it shall not, directly or indirectly, receive remuneration in exchange for any PHI of Covered Entity except as otherwise permitted by the HITECH Act.

b. Limitations on Use of PHI for Marketing Purposes. Business Associate shall not Use or Disclose PHI for the purpose of making a communication about a product or service that encourages recipients of the communication to purchase or use the product or service, unless such communication: (1) complies with the requirements of subparagraph (i), (ii) or (iii) of paragraph (1) of the definition of marketing contained in 45 CFR § 164.501, and (2) complies with the requirements of subparagraphs (A), (B) or (C) of Section 13406(a)(2) of the HITECH Act, and implementing regulations or guidance that may be issued or amended from time to time. Covered Entity agrees to assist Business Associate in determining if the foregoing requirements are met with respect to any such marketing communication.

7. Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Regulations and the HITECH Act. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary. Business Associate shall provide to Covered Entity a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary.

8. Minimum Necessary. To the extent required by the HITECH Act, Business Associate shall limit its Use, Disclosure or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended Use, Disclosure or request, respectively. Effective on the date the Secretary issues guidance on what constitutes "minimum necessary" for purposes of the HIPAA Regulations, Business Associate shall limit its Use, Disclosure or request of PHI to only the minimum necessary as set forth in such guidance.

9. State Privacy Laws. Business Associate shall comply with state laws to extent that such state privacy laws are not preempted by HIPAA or the HITECH Act.

10. Termination.

a. Breach by Business Associate. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Agreement, then Covered Entity shall promptly notify Business Associate. With respect to such breach or violation, Business Associate shall take reasonable steps to cure such breach or end such violation, if possible. If such steps are either not possible or are unsuccessful, upon written notice to Business Associate, Covered Entity may terminate its relationship with Business Associate.

b. Breach by Covered Entity. If Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered

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Entity's obligations under this Agreement, then Business Associate shall promptly notify Covered Entity. With respect to such breach or violation, Covered Entity shall take reasonable steps to cure such breach or end such violation, if possible. If such steps are either not possible or are unsuccessful, upon written notice to Covered Entity, Business Entity may terminate its relationship with Covered Entity.

c. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate shall either return or destroy all PHI, as requested by Covered Entity, that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI. If Covered Entity requests that Business Associate return PHI, such PHI shall be returned in a mutually agreed upon format and timeframe. If Business Associate reasonably determines that return or destruction is not feasible, Business Associate shall continue to extend the protections of this Agreement to such PHI, and limit further uses and disclosures of such PHI to those purposes that make the return or destruction of such PHI not feasible. If Business Associate is asked to destroy the PHI, Business Associate shall destroy PHI in a manner that renders the PHI unusable, unreadable or indecipherable to unauthorized persons as specified in the HITECH Act.

11. Amendment. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement any new or modified standards or requirements of HIPAA, the HIPAA Regulations, the HITECH Act and other applicable laws relating to the security or confidentiality of PHI. Upon the request of Covered Entity, Business Associate agrees to promptly enter into negotiation concerning the terms of an amendment to this Agreement incorporating any such changes.

12. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Effect on Underlying Agreement. In the event of any conflict between this Agreement and the Underlying Agreement, the terms of this Agreement shall control.

14. Survival. The provisions of this Agreement shall survive the termination or expiration of the Underlying Agreement.

15. Interpretation. This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA Regulations and the HITECH Act. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with such laws.

16. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida.

17. Notices. All notices required or permitted under this Agreement shall be in writing and sent to the other party as directed below or as otherwise directed by either party,

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from time to time, by written notice to the other. All such notices shall be deemed validly given upon receipt of such notice by certified mail, postage prepaid, facsimile transmission, e-mail or personal or courier delivery:

If to Covered Entity:

City of Bellaire
Attn: Darryl Anderson, Fire Chief
7008 South Rice
Bellaire, TX 77401
Telephone no: #713.662.8201
Facsimile no: #713.662.8199
Email Address: danderson@bellairetx.gov

If to Business Associate:

Intermedix Corporation
6451 N. Federal Highway, Suite 1000
Ft. Lauderdale, FL 33308
Attn: Chief Compliance Officer
Telephone no: 954-308-8700
Facsimile no: 954-308-8725

Exhibit C
Optional Services

Intermedix will provide the following specific optional services by mutual written agreement between Intermedix and Client:

. If Client has purchased TripTix® product pursuant to the terms and conditions of the Addendum to this Agreement, Intermedix shall provide TripTix® based reporting extract of data required by state or local regulatory authorities' connectivity/interface in a format reasonably required by such authorities.

Attachment: Bellaire TX_EMS Ambulance Billing Services Agmt with TripTix FINAL 07-23 16 (1965 : Ambulance Billing Ordinance)

Exhibit D
(TripTix® Program)

This Exhibit D, effective as of the Effective Date of the Agreement, hereby sets forth terms and conditions that apply only to the Product and Product Units listed in this Exhibit D. In regards to the Product, to the extent the terms and conditions of the Agreement are in conflict with this Exhibit D, the terms of this Exhibit D shall control. Where not different or in conflict with the terms, conditions and definitions of this Exhibit D, all applicable terms, conditions, and definitions set forth in the Agreement are incorporated within this Exhibit D as if set forth herein. Capitalized terms used herein and not otherwise defined herein shall have the meaning given to such terms in the Agreement.

WHEREAS, Intermedix has developed the TripTix® solution or product running on personal tablet devices to enter medical records and data into and interact with its main billing and medical records system or Billing System ("Product" as more particularly defined herein) that Intermedix is willing to make available to Client to use during the Term of the Agreement, as well as subject to the terms and conditions set forth herein; and

WHEREAS, Client has expressed a desire to obtain a right to use the Product; and

WHEREAS, Client acknowledges that, in connection with the provision of the Product and the Product Unit, Intermedix is incurring significant per unit and, in some cases, per User out of pocket expenses;

NOW, THEREFORE, the parties agree as follows:

ARTICLE I. DEFINITIONS

1.01 Definitions. For purposes of this Exhibit D, the following definitions shall apply:

(a) "Addendum Effective Date" shall mean the date on which the last party to this Addendum executed it.

(b) "Intellectual Property" shall mean all of Intermedix's rights in and to the Product and Product Unit, including, without limitation, Intermedix's copyrights, trademarks, trade dress, trade secrets, patents and patent applications (if any), and "know how" and any other proprietary information developed by Intermedix relevant to the Product and/or Product Unit, recognized in any jurisdiction in the world, now or hereafter existing, whether or not registered or registerable.

(c) "Product" shall mean, collectively, each TripTix® Product Unit (a tablet PC, personal digital assistant or similar device), the Software, a third party wireless card in the name of Intermedix and any Third-Party Intellectual Property Rights, as applicable.

(d) "Product Unit" shall mean a single data collection device delivered pursuant to the terms and conditions of this Exhibit D containing one or more elements of the

Attachment: Bellaire TX_EMS Ambulance Billing Services Agmt with TripTix FINAL 07-23 16 (1965 : Ambulance Billing Ordinance)

Product but shall not mean any ancillary devices or products provided by persons other than Intermedix.

(e) "Software" means the copies of Intermedix's software programs as are contained in the Product, including any documentation included therewith. Intermedix may, at its sole discretion, provide corrections and modifications to the Software from time to time.

(f) "Third-Party Interface Devices" shall mean those devices that interface with the Product to transfer information, including medical monitoring devices for which Third-Party Intellectual Property Royalty Payments are made.

(g) "Third-Party Intellectual Property Rights" shall mean the Intellectual Property rights of any third-party used in connection with the Product.

(h) "Third-Party Intellectual Property Royalty Payments" shall mean the payments to be made directly by Client or, indirectly, on Client's behalf, as consideration for the licensing of any Third-Party Intellectual Property Rights or use of any Third-Party Interface Devices.

(i) "Users" shall mean: (i) any employees of Client and (ii) any medical professional who is authorized to perform medical services for Client in the area in which Client operates its emergency medical services as of the Addendum Effective Date.

ARTICLE II. PRICE AND PAYMENT

2.01 Adjustment to Rates of Compensation under the Agreement. The compensation due and owing Intermedix by Client shall be increased as described in Section 4.01 of this Exhibit D during the Term. Additionally, in the event that Client terminates this Exhibit D during the period eighteen (18) months following the Agreement Effective Date, it shall pay an early termination fee as set out on Schedule 2.01 hereto.

2.02 Product Fees. In addition to the payments required pursuant to the provisions of Section 5 (Compensation and Method of Payment) of the Agreement, Client shall make the following payments: (i) all Third-Party Intellectual Property Royalty Payments as further set out on Schedule 2.02 hereto.

2.03 Additional Services. The additional Services shall be provided to Client at no additional charge, as long as the Agreement is in effect, as set out on Schedule 2.03 hereto. Should the contractual relationship between the parties change, then terms and conditions of the Agreement and Product pricing shall be negotiated between the parties in good faith.

ARTICLE III. RIGHT TO USE PRODUCT AND PROPRIETARY RIGHTS

3.01 Right to Use. Commencing on the Effective Date and subject to the terms and conditions of this Exhibit D, Intermedix grants Client and its Users a non-exclusive, non-transferable right to use the Product during the Term. This right to use the Product during the Term does not constitute a sale of the Product or any portion or piece thereof.

Attachment: Bellaire TX_EMS Ambulance Billing Services Agmt with TripTix FINAL 07-23 16 (1965 : Ambulance Billing Ordinance)

3.02 Delivery and Acceptance. Intermedix will deliver to Client, the Product at mutually agreeable times, after or simultaneously with the Effective Date.

3.03 No Other Rights. Client's rights in the Product will be limited to those expressly granted in this Article III. All changes, modifications or improvements made or developed with regard to the Product by Intermedix, whether or not made or developed at Client's request, shall be and remain the property of Intermedix. Intermedix reserves all Intellectual Property rights and any other rights in and to the Product not expressly granted to Client hereunder.

3.04 Restrictions. Client acknowledges that Intermedix and its suppliers, including, without limitation, the suppliers of certain Third-Party Intellectual Property Rights, have, retain and own all right, title and interest in and to the Product, and all patent, copyright, trademark and service mark and trade name and the goodwill associated therewith, trade secret, inventions, technology, ideas, know-how, and all other intellectual property rights and all other rights pertaining thereto. All such right, title and interest shall be and remain the sole property of Intermedix. Client shall not be an owner of, or have any interest in the Product but rather, such Client only has a right to use the Product pursuant to this Addendum. Neither Client nor its Users shall: (i) remove any copyright, patent or other proprietary legends from the Product; (ii) sub-license, lease, rent, assign, transfer or allow any third-party any right to use the Product; (iii) alter, modify, copy, enhance or adapt any component of the Product; (iv) attempt to reverse engineer, covert, translate, decompile, disassemble or merge any portion of the Product with any other software or materials; (v) otherwise create or attempt to create any derivative works from this Product, or permit persons who are not Users any access to the Product or its operations, and any attempt to do any of the above shall void all warranties given Client by Intermedix and shall be a material breach of this Addendum.

3.05 Material Change to Product. If there is any material change in any rules, orders, laws or regulations governing the manner in which this Product operates or in the data provided by third parties (such as changes in the manner of operation of global distribution systems or standards in wireless or non-wireless communications protocols); then upon written notice to Client, Intermedix will have the right, retroactive to the date of such material change, to modify the way in which this Product delivers data in order to comport with any change in law or regulations or functionality governing the Product. All data used by Intermedix for testing and development shall be supplied by Client at its expense to Intermedix promptly upon request by Intermedix to Client.

ARTICLE IV. PRODUCT UNITS

4.01 Generally. Client and Intermedix understand and agree that Intermedix shall make available one or more Product Units. Client understands and acknowledges that any of the aforementioned Product Units provided by Intermedix will be subject to the additional fee described in Section 2.02 of this Exhibit D. Also, in connection with the potential provision of such Product Units, Client agrees:

4.02 Client will be responsible for any loss or damage to such Product Units. Client agrees to pay:

Attachment: Bellaire TX_EMS Ambulance Billing Services Agmt with TripTix FINAL 07-23 16 (1965 : Ambulance Billing Ordinance)

(a) the cost of repairs in excess of manufacturer extended warranty of any such Product Unit provided to it or (ii), if the Product Unit is irreparable, lost or stolen, for the replacement cost of the Product Unit. Client is responsible for repair or replacement costs not covered by extended warranty provided by Intermedix. Client agrees that Client may obtain insurance for such devices provided that Intermedix is named as a beneficiary under such insurance. Intermedix will use commercially reasonable efforts to provide Client with a replacement Product Unit within one (1) business day following the business day on which the request is made.

(b) Client agrees that it shall immediately (and in no greater than twenty four (24) hours from Client's knowledge of the following) notify Intermedix of any loss or theft of a Product Unit (a "Product Unit Loss Event"). Upon Intermedix's receipt of notification given by the Client of a Product Unit Loss Event, Intermedix shall have the right to immediately, without notice to Client, suspend Client's access to the Product and the Product Unit until such time as the Product Unit Loss Event has been fully resolved, and no longer presents a threat of inappropriate access to: (i) the Product, (ii) any other intellectual property rights of Intermedix or (iii) the personal data or Protected Health Information gathered by Client in the performance of EMS by the Client. To the extent that any Product Unit Loss Event involves Protected Health Information, and is subject to HIPAA, as amended by the HITECH Act, Client shall comply with all applicable requirements under such laws, including any applicable HIPAA Notification requirements triggered by the Product Unit Loss Event. To the extent that a Product Unit Loss Event requires Client to provide HIPAA Notifications, any such notifications shall not include a reference to Intermedix unless such a reference is specifically required by HIPAA or other applicable law. Further, if Client intends to reference Intermedix in a HIPAA Notification based on its belief that such a reference is required by HIPAA or other applicable law, Client shall provide Intermedix written notice of its intent to do so no later than ten (10) days prior to Client's provision of each required HIPAA Notification (i.e. no later than ten (10) days prior to Client's provision of notifications to affected individuals, Health & Human Services, and/or prominent media outlets, as applicable). Client acknowledges that they are responsible for configuring the Product Unit security password configuration (the "Product Unit Security Configuration") and providing that Users provide adequate safeguard password security.

(c) Client may be required to enter into additional agreements with the makers of third-party devices (monitors, scanners, EKG machines, etc.) with respect to the transmission of information between the third party device and the Product Unit. Client understands and agrees that Intermedix will not be able to provide Product Units unless and until agreements are entered into with the third-party manufacturers of such third party devices. Client understands and agrees that its failure to enter into or reach agreements with such third-parties (and any and all consequences of such failure) shall not be deemed to be a default of Intermedix under this Exhibit D or any other arrangement between Client and Intermedix. Client further understands and agrees that the failure to enter into such agreements with these third

parties may hinder Client's use of certain software features that might otherwise be available to it (for instance, a direct data connection between a third party device and the Product Unit).

4.03 Client may be required to obtain new or different medical or other equipment capable of communicating with the Product Unit. Client understands and agrees that such new or different medical or other equipment must be obtained at Client's sole cost and expense.

4.04 Client may request Intermedix to support additional medical or other devices. Client understands and agrees that the costs of developing an interface may be significant and may involve the payment of royalties to the third-party manufacturers of the device. Client further understands and agrees that Intermedix has no obligation to undertake the development of interfaces with additional medical or other devices.

4.05 Client agrees to indemnify and hold Intermedix, its agents, and employees harmless from any and all liabilities and costs, and against any claim, suit, fine, or damages, including loss of profits, reasonable attorneys' fees, or interest, or any incidental, indirect, special, or consequential damages incurred as a result of any loss or damage to a Product Unit, the failure to utilize and require that its Users utilize one or more Product Unit Security Configurations which comply with the Billing Security Characteristics, or an actual or alleged violation of local, state or federal laws, including, but not limited to, laws applicable to Medicare, Medicaid, HIPAA, the HITECH Act, or any other public or private Payor or enforcement agency.

ARTICLE V. TERM AND TERMINATION

5.01 Generally. The term of this Exhibit D shall begin on the Effective Date and shall continue the termination or expiration of the Agreement, unless terminated as provided in Section 5.03 below.

5.02 Termination. Notwithstanding any other language herein or in the Agreement, a termination of this Exhibit D shall not operate to terminate the Agreement, but a termination of the Agreement shall operate as a termination of this Exhibit D.

5.03 Termination of Exhibit D.

(a) If Intermedix, at any time, materially fails to perform any obligation required under this Exhibit D, or breaches any material term or condition of this Exhibit D, and such material default or breach, being curable, continues uncured for thirty (30) calendar days after written notice from Client to Intermedix specifying the nature and extent of the failure to materially perform such obligation, Client shall have the right to terminate this Exhibit D upon the expiration of said thirty (30) calendar day period, without any obligation to pay any early termination payment outlined in Schedule 2.01.

(b) If Client, at any time, fails to materially perform any obligation required under this Exhibit D, or breaches any material term or condition of this Exhibit D, and such material default or breach, being curable, continues uncured for thirty (30) calendar days after

written notice from Intermedix to Client specifying the nature and extent of the failure to materially perform such obligation, Intermedix shall have the right to terminate this Addendum upon the expiration of said thirty (30) calendar day period, and any early termination payment required by Client outlined in Schedule 2.01 shall be immediately due and payable to Intermedix.

(c) Termination without Cause. Client may terminate this Exhibit D (but not the Agreement) at any time without cause by providing thirty (30) calendar days prior written notice to Intermedix, and making payment in full of the required early termination payment disclosed on Schedule 2.01 with respect to each Product Unit delivered pursuant to this Exhibit D, which shall be immediately due and payable as of the date of such written notice of termination. As of the effective date of such termination, Client shall return all Product Units to Intermedix and shall have no further right to access the Product provided hereunder.

(d) Intermedix may terminate this Exhibit D at any time without cause upon six (6) months prior written notice to Client.

(e) Obligations Following Termination. Any termination of this Exhibit D shall not release Client or Intermedix from any claim of the other accrued hereunder prior to the effective date of such termination. Upon termination of this Exhibit D, Intermedix shall remain the sole owner of the Product and all Intellectual Property and goodwill associated therewith, and Client shall assert no rights thereto. Upon termination of this Exhibit D for any reason, Client shall immediately discontinue use of the Product, and within ten (10) calendar days, return each of the Product Units and certify in writing to Intermedix that all copies, extracts or derivatives of any item comprising the Product, in whole or in part, in any form, have either been delivered to Intermedix or destroyed in accordance with Intermedix's instructions. All payments made by Client to Intermedix hereunder are non-refundable.

ARTICLE VI. LIMITED WARRANTY AND DISCLAIMER:

6.01 Product Warranty. Intermedix warrants that each Product Unit delivered to Client will be free from material defects when delivered.

6.02 Information/Disclaimer of Warranties with Respect to Data and Information Provided by Third Parties. Some information transmittable or accessible through any Product Unit may have been obtained through sources believed to be reliable (such as various Internet providers, real-time data provided by GPS systems or medical devices or other third party information sources). Client agrees that Intermedix shall not have any liability whatsoever for the accuracy, completeness, timeliness or correct sequencing of the information, or for any decision made or action taken by Client in reliance upon such information or the Product. Client further agrees that Intermedix shall have no liability whatsoever for the transmission, non-transmission or partial transmission of data through third-party data systems and that such transmission shall be undertaken at Client's sole risk, cost and expense.

6.03 Disclaimer. Intermedix and its third party suppliers do not warrant that any Product will meet Client's requirements or that access to the Product, or the operation of the Product, will be uninterrupted, error-free, that all errors will be timely corrected, or that the data and/or reports generated by the Product will be accurate in the event that any third party

Attachment: Bellaire TX_EMS Ambulance Billing Services Agmt with TripTix FINAL 07-23 16 (1965 : Ambulance Billing Ordinance)

information providers have provided inaccurate information. THE WARRANTIES EXPRESSLY PROVIDED IN THIS EXHIBIT D AND THE AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WHICH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED. NO REPRESENTATIVE OF INTERMEDIX SHALL HAVE THE RIGHT TO MAKE WARRANTIES ON INTERMEDIX'S BEHALF UNLESS THOSE WARRANTIES ARE IN WRITING AND EXECUTED BY A DULY AUTHORIZED OFFICER OF INTERMEDIX.

6.04 Exclusive Remedy. For any breach of the warranties set forth in Section 6.01, Intermedix, shall, following written notice thereof by Client, use diligence efforts, at Intermedix's sole expense, promptly to repair or replace the nonconforming Product or Product Unit. This is Intermedix's sole and exclusive liability, and Client's sole and exclusive remedy, for the breach of the above warranties. Intermedix shall have no obligation to replace any defective Product Unit which is not returned to Intermedix immediately following delivery or which has failed because of accident, abuse or misapplication.

Schedule 2.01
Early Termination Fee

The Initial Term Early Termination Payments with respect to each Product Unit are as follows:

	Period	Amount
(1)	For an Early Termination during the first twelve (12) months from the beginning of the Term:	$4,300.00
(2)	For an Early Termination during the remainder of the Term:	$0.00

Attachment: Bellaire TX_EMS Ambulance Billing Services Agmt with TripTix FINAL 07-23 16 (1965 : Ambulance Billing Ordinance)

Schedule 2.02
Third-Party Intellectual Property Royalty Payments

In addition to the other compensation required under this Exhibit D, Third-Party Intellectual Property Payments shall be made as follows:

Licensing/Royalty agreement to be executed between Client and the manufacturer of Client's defibrillating equipment when the manufacturer has cleared the Product Unit for direct interface between their equipment and Intermedix provided data devices.

Attachment: Bellaire TX_EMS Ambulance Billing Services Agmt with TripTix FINAL 07-23 16 (1965 : Ambulance Billing Ordinance)

Schedule 2.03

Additional Services

(1) Client has purchased TripTix product pursuant to the terms and conditions of this Exhibit D and Intermedix shall provide TripTix based reporting extract of data required by state or local regulatory authorities' connectivity/interface in a format reasonably required by such authorities.

(2) Provide an interface to Client's Computer-Aided Dispatch ("CAD") system for the purpose of supplying to the TripTix software dispatch information in a format suitable as prescribed by Intermedix. Client agrees to pay any charges for this purpose as required by its CAD vendor and that Intermedix is not responsible for such charges, nor is Intermedix responsible for any lack of cooperation by the Client's CAD vendor in attempting to develop such interface for client. Should Client change CAD Vendor or substantially change CAD software version after initial implementation, Client shall be responsible for costs to implement the new CAD interface.

Attachment: Bellaire TX_EMS Ambulance Billing Services Agmt with TripTix FINAL 07-23 16 (1965 : Ambulance Billing Ordinance)

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

SCHEDULED
ACTION ITEM (ID # 1973)

Meeting: 08/01/16 07:00 PM
Department: Development Services
Category: Policy
Department Head: John McDonald
DOC ID: 1973

Item Title:

Consideration of and possible action on providing direction to the Planning and Zoning Commission to investigate the appropriateness of updating the Code of Ordinances, Chapter 24, Planning and Zoning, to include new regulations on the commercial uses of credit access businesses, pawn shops, and smoke shops - Requested by Trisha S. Pollard, Council Member.

Background/Summary:

Council Member Pollard seeks action on a request for City Council to direct the Planning and Zoning Commission to investigate the appropriateness of updating the Zoning Ordinance to include regulations on credit access businesses, pawn shops, and smoke shops.

In February 2015, City Council adopted Ordinance 14-011 which amended the Code of Ordinances to include regulations for the operation of credit access businesses, more commonly known as payday lenders. This ordinance was based on model regulations recommended by the Texas Municipal League.

While Ordinance 14-011 included registration criteria, records management rules, and regulations on the extension of credit, other methods of control may be available. Additionally, City Codes include no specific regulations targeting pawn shops or smoke shops.

The Zoning Ordinance is most often relied on to govern business location and development in the City of Bellaire, but does not include specific mention of credit access businesses, nor other businesses such as pawn shops and smoke shops.

Previous Council Action Summary:

Adoption of Ordinance 14-011, February 17, 2014.

Fiscal Impact:

N/A

Recommendation:

Council Member Pollard recommends that the City Council direct the Planning and Zoning Commission to review and examine the appropriateness of amending the Zoning Ordinance to further regulate Credit Access Businesses, Pawn Shops, and Smoke Shops, and to initiate the amendment process if deemed appropriate. Otherwise, the Commission is to report back to City Council on why they believe action at this time is not warranted.

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

SCHEDULED
ACTION ITEM (ID # 1981)

Meeting: 08/01/16 07:00 PM
Department: City Manager's Office
Category: Presentation
Department Head: Michelle Jordan
DOC ID: 1981

Item Title:

Consideration of and possible action to approve the final schematic design developed by Pierce, Goodwin, Alexander, and Linville (PGAL) for the Municipal Facilities Project - Submitted by Michelle Jordan, Project Manager.

Background/Summary:

Mr. Jeff Gerber, President and CEO of Pierce, Goodwin, Alexander, and Linville (PGAL) will present and discuss with City Council the final schematic plan development documents for the new City Hall/ Civic Center and the Police/Municipal Courts buildings.

Previous Council Action Summary:

Mr. Gerber presented a prior version of the floor plans to Council on June 20, 2016, and received feedback. Additionally, a facility tour was held on June 28, 2016 where multiple Council Members visited other city hall facilities, and provided feedback during the tour. On July 11, 2016, Mr. Gerber presented plans that took into consideration the comments heard previously in council meetings and on the facility tour.

Fiscal Impact:

Based upon current construction cost estimates and the program of the facilities, additional funding will be required to construct the project as shown in the schematic drawings. Additional funding in the amount of $5,600,000.00 is proposed to be a part of a November 2016 Bond election.

Recommendation:

Michelle Jordan, Project Manager, recommends that Council provide feedback and approval for Mr. Gerber to develop construction documents based upon the final schematic design documents presented.

ATTACHMENTS:

- City Council Presentation 07-11-2016 Final Posted (PDF)

THE CITY OF BELLAIRE Texas

MUNICIPAL BUILDINGS
City Council Meeting

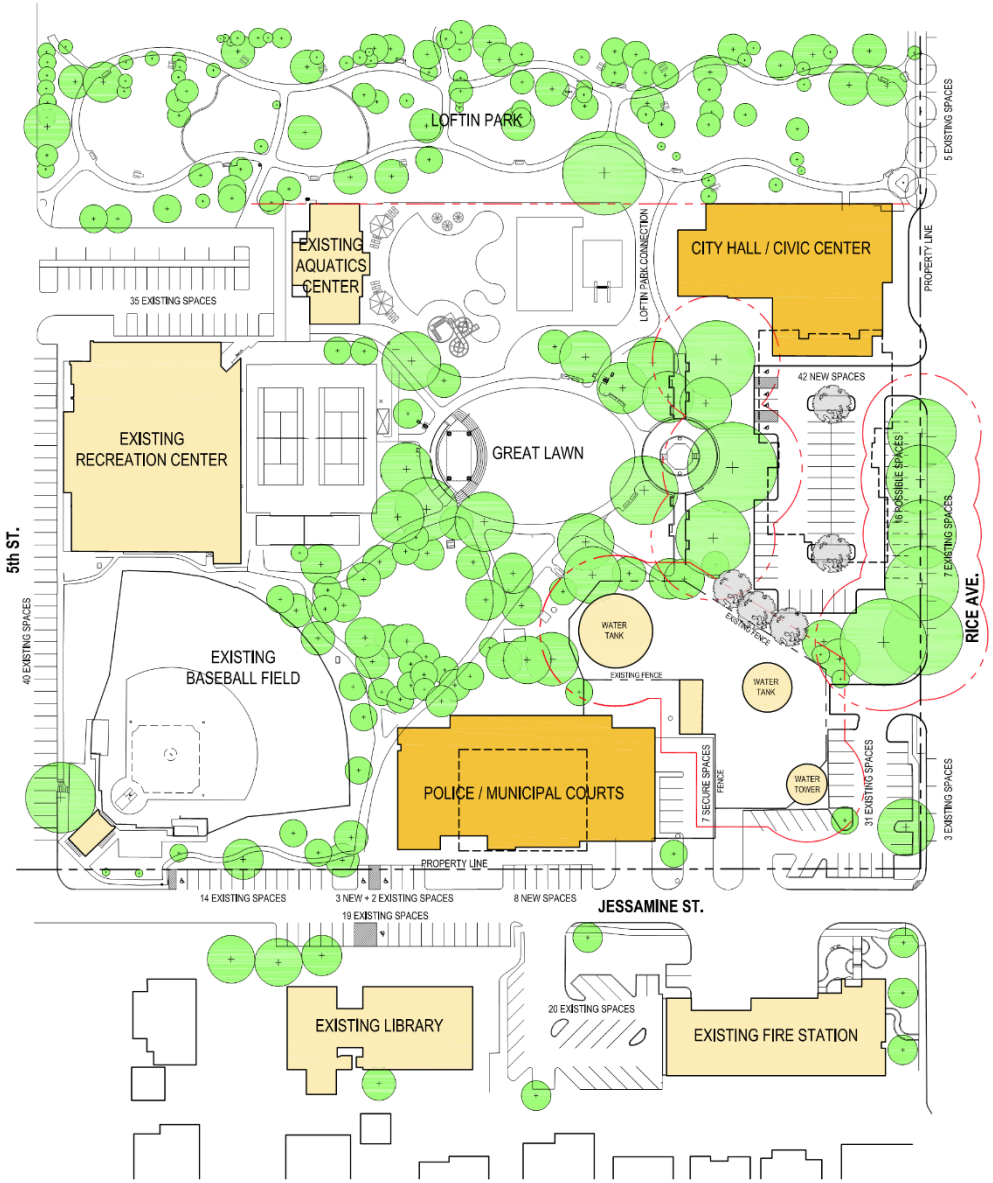
07/11/2016

Attachment: City Council Presentation 07-11-2016 Final Posted (1981 : Final Design

SITE PLAN

Attachment: City Council Presentation 07-11-2016 Final Posted (1981 : Final Design

Town Center
Site Plan



LEGEND

- NEW BUILDING
- EXISTING BUILDING
- EXISTING TREE
- NEW TREE
- CENTRAL PLANT PROTECTION ZONE / LOFTIN PARK BOUNDARY / TREE OFFSET AREA
- EXISTING BUILDING FOOTPRINT

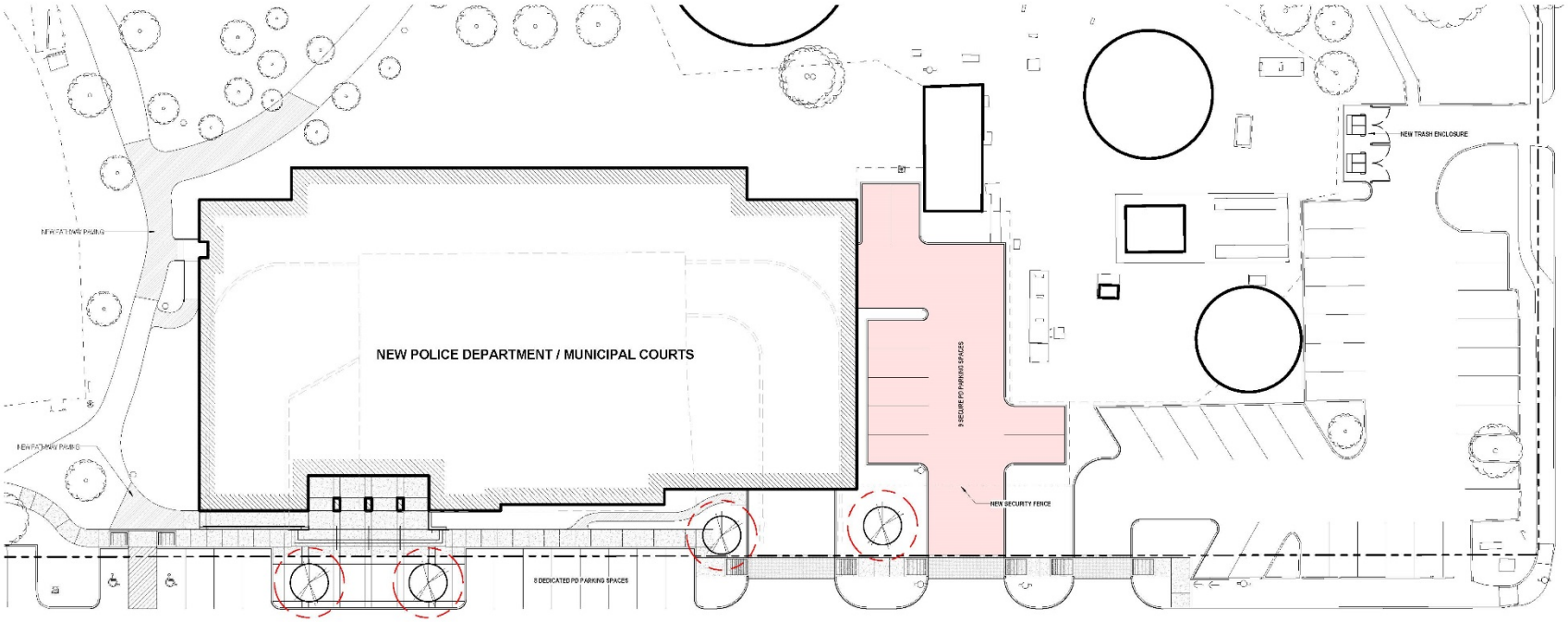
TOWN SQUARE PARKING

244 TOTAL PARKING SPACE

23 NEW PARKING SPACE

Attachment: City Council Presentation 07-11-2016 Final Posted (1981 : Final Design

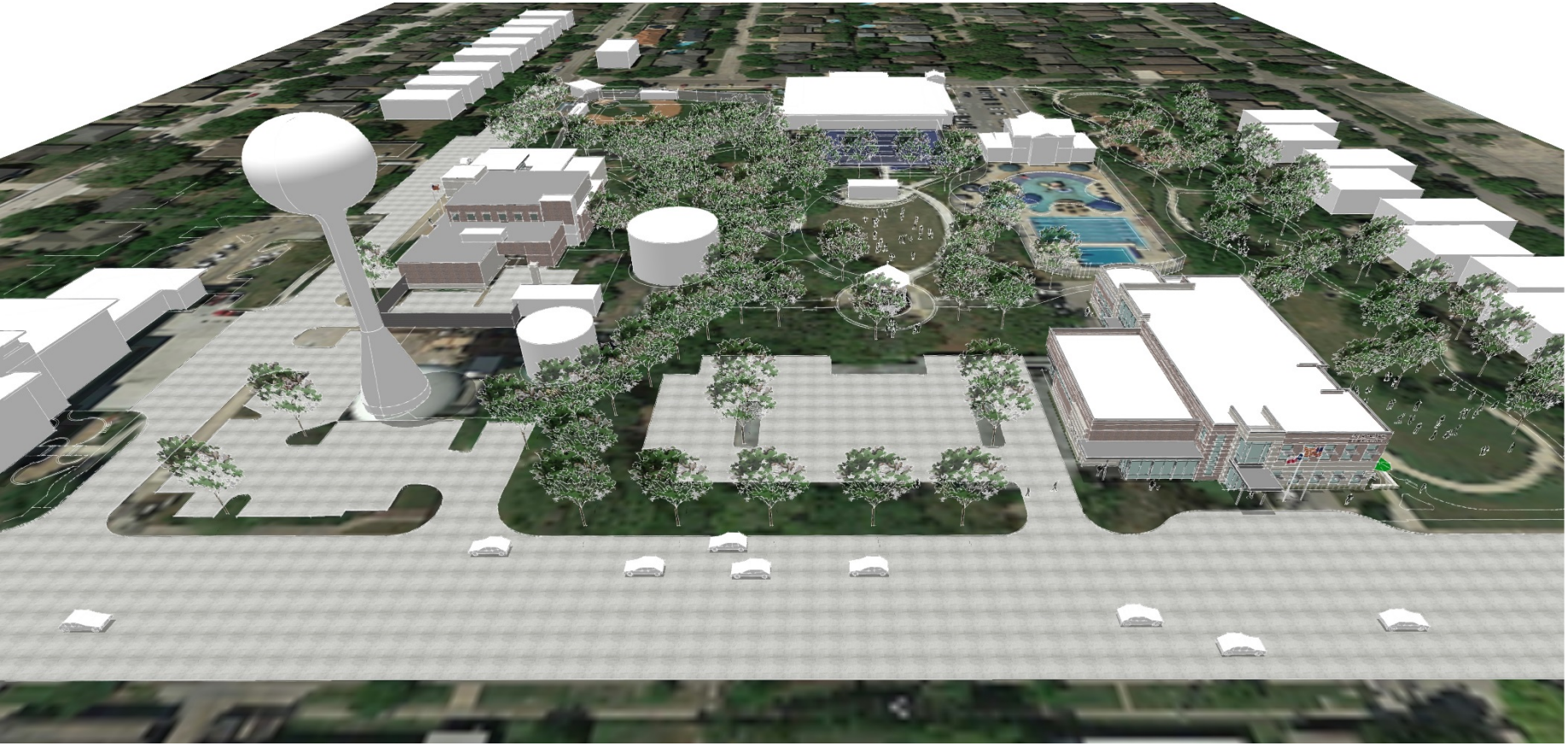
Police / Courts (Site Plan)



Attachment: City Council Presentation 07-11-2016 Final Posted (1981 : Final Design

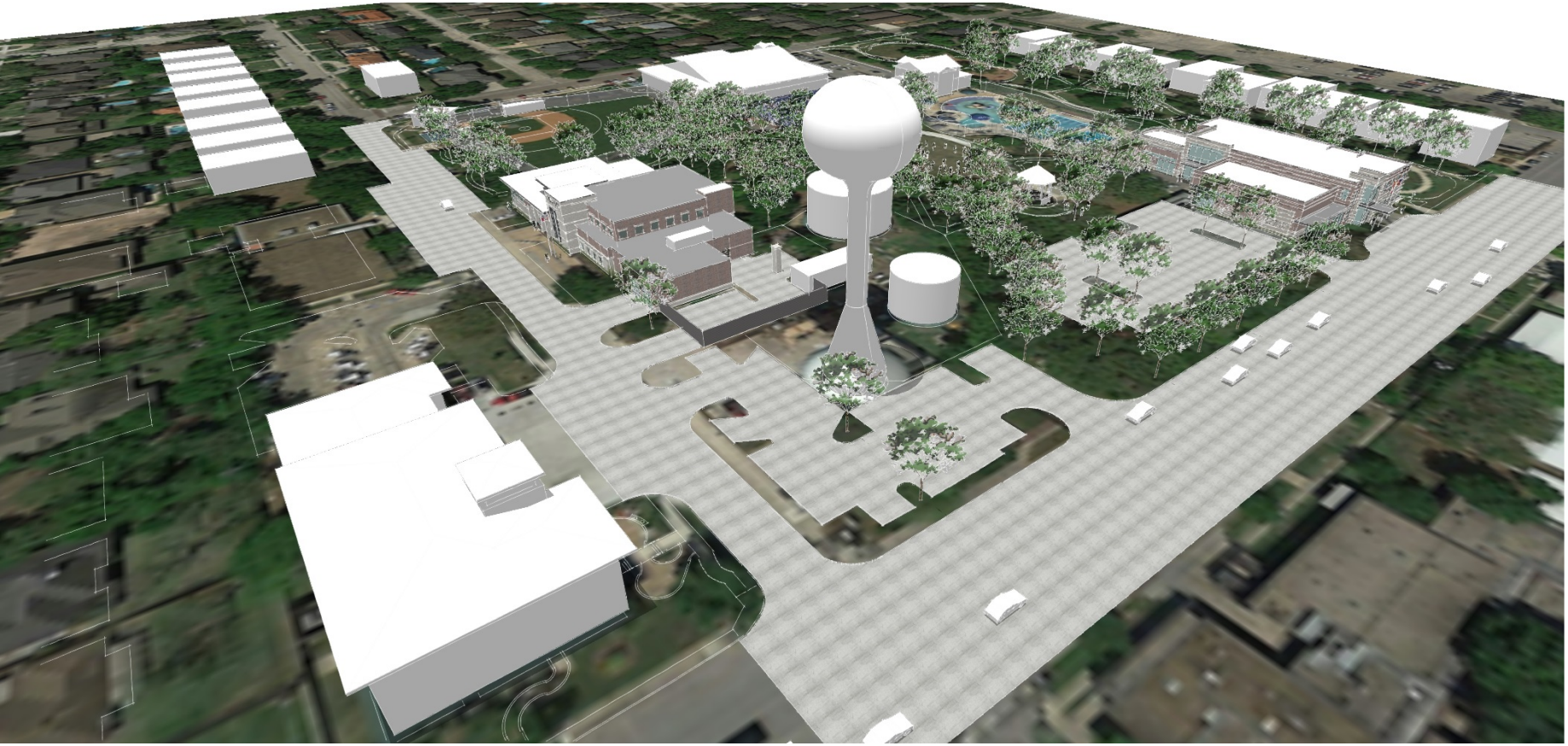
Town Center

Campus Image from South Rice



Attachment: City Council Presentation 07-11-2016 Final Posted (1981 : Final Design

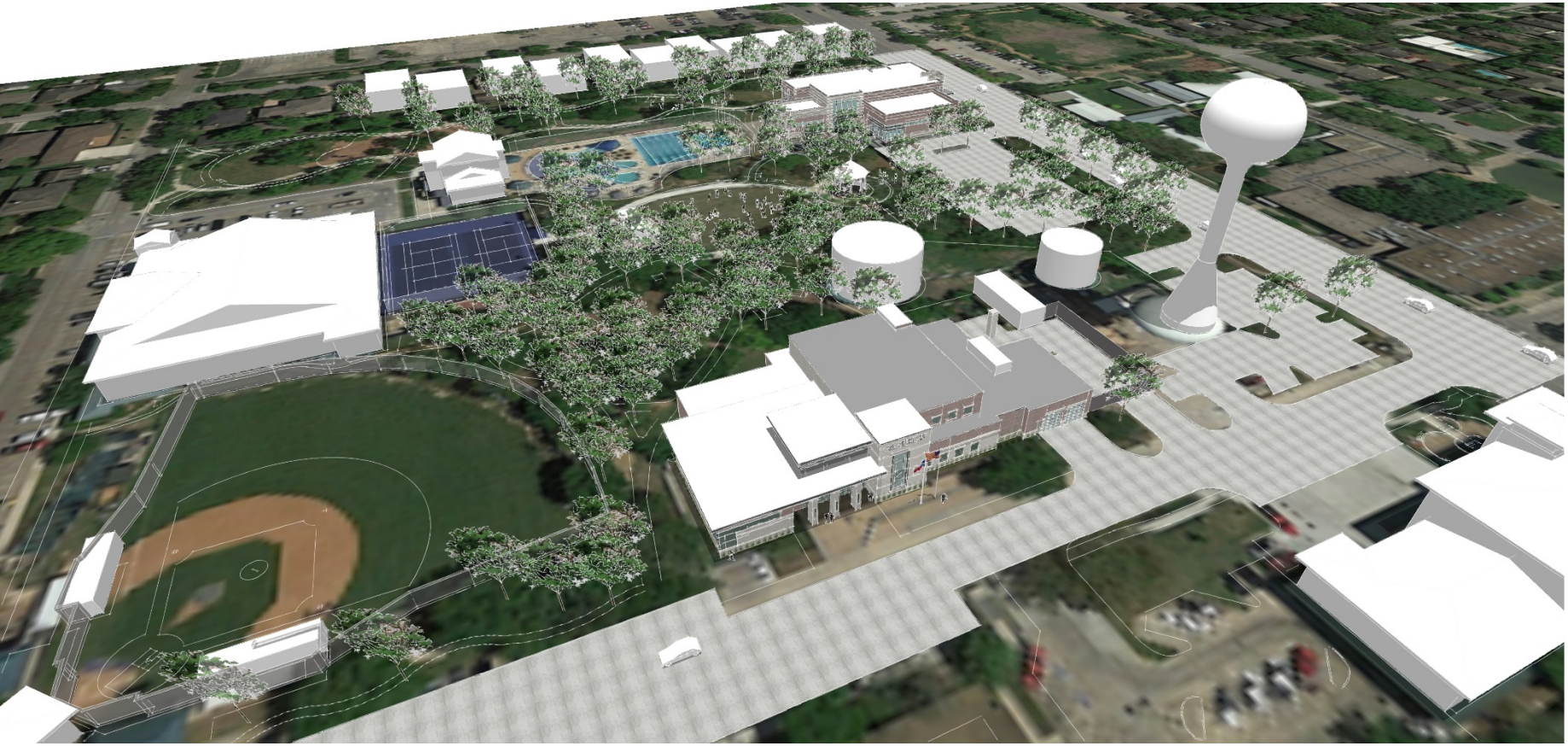
Town Center
Campus Image from Corner



Attachment: City Council Presentation 07-11-2016 Final Posted (1981 : Final Design

Town Center

Campus Image from Jessamine



Attachment: City Council Presentation 07-11-2016 Final Posted (1981 : Final Design

CITY HALL
CIVIC CENTER
FLOOR PLANS

Attachment: City Council Presentation 07-11-2016 Final Posted (1981 : Final Design

City Hall / Civic Center

First Floor Plan

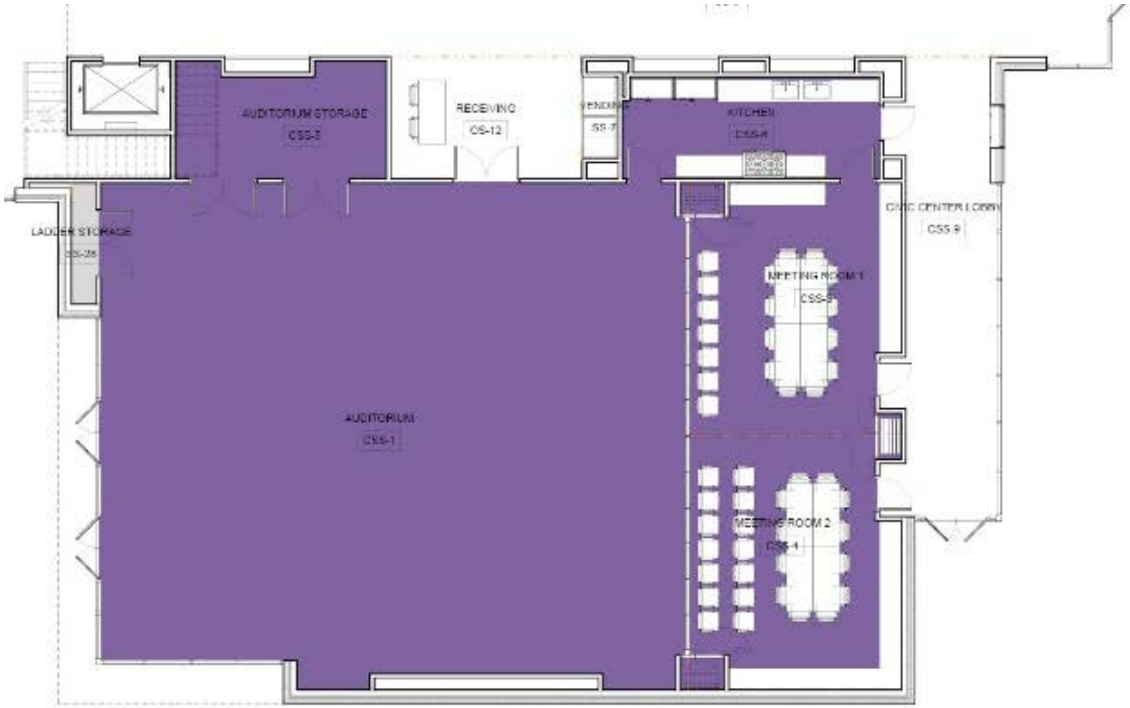
Attachment: City Council Presentation 07-11-2016 Final Posted (1981 : Final Design

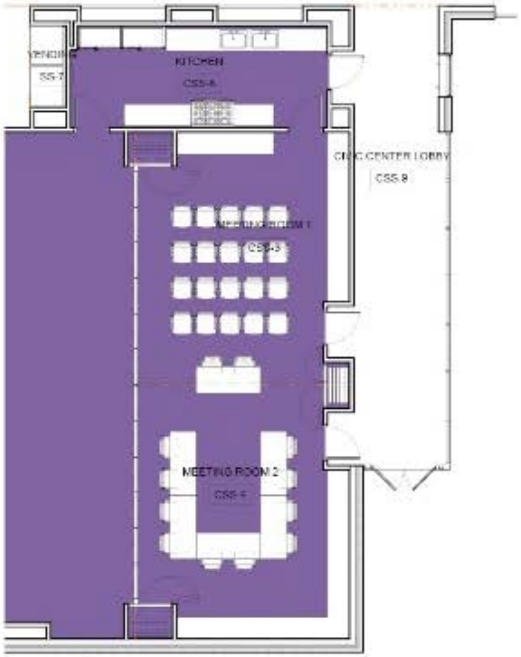
City Hall / Civic Center

Second Floor Plan

Attachment: City Council Presentation 07-11-2016 Final Posted (1981 : Final Design

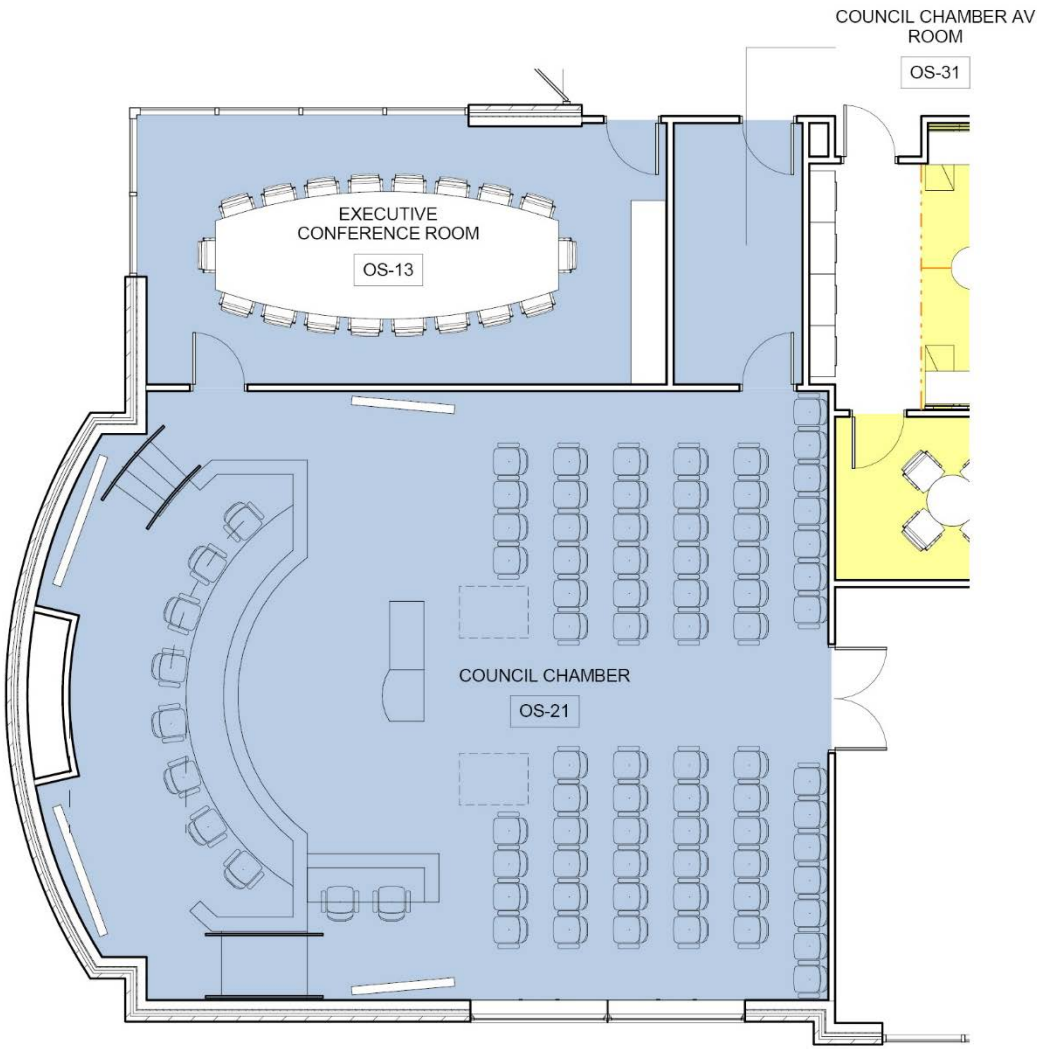
Civic Center





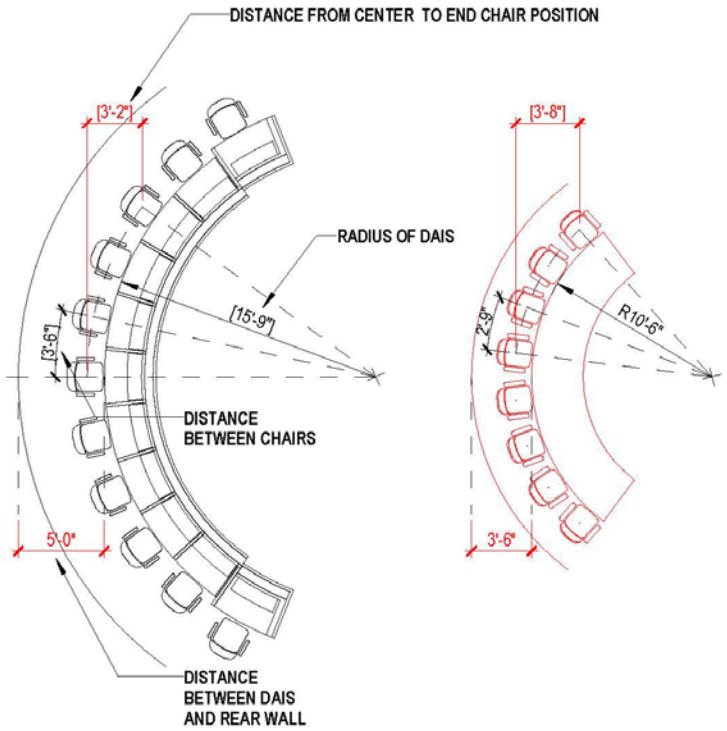
Attachment: City Council Presentation 07-11-2016 Final Posted (1981 : Final Design

Council Chambers



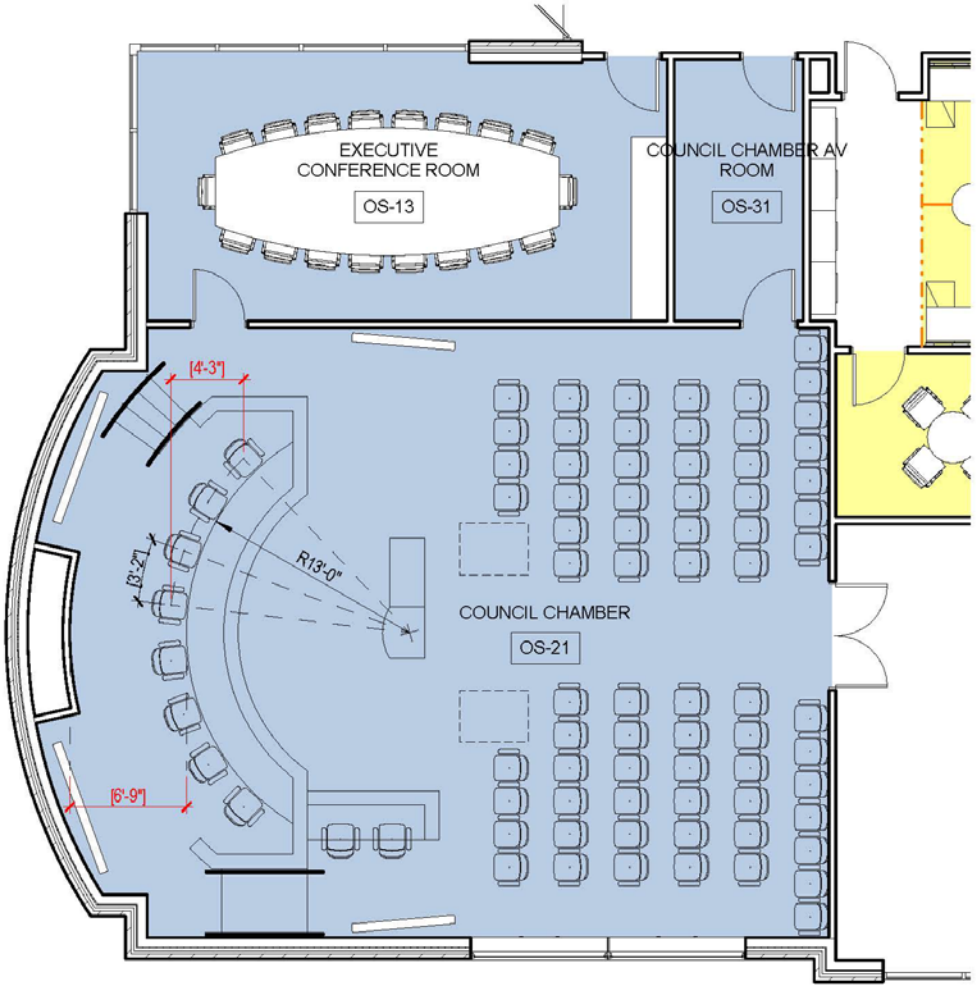
Attachment: City Council Presentation 07-11-2016 Final Posted (1981 : Final Design

Council Chambers (Dias Configuration)



CITY OF SUGAR LAND DAIS

CITY OF BELLAIRE EXISTING DAIS



CITY OF BELLAIRE PROPOSED DAIS

Attachment: City Council Presentation 07-11-2016 Final Posted (1981 : Final Design

City Hall / Civic Center (Technology)

Attachment: City Council Presentation 07-11-2016 Final Posted (1981 : Final Design

City Hall / Civic Center (South Rice View)

Attachment: City Council Presentation 07-11-2016 Final Posted (1981 : Final Design

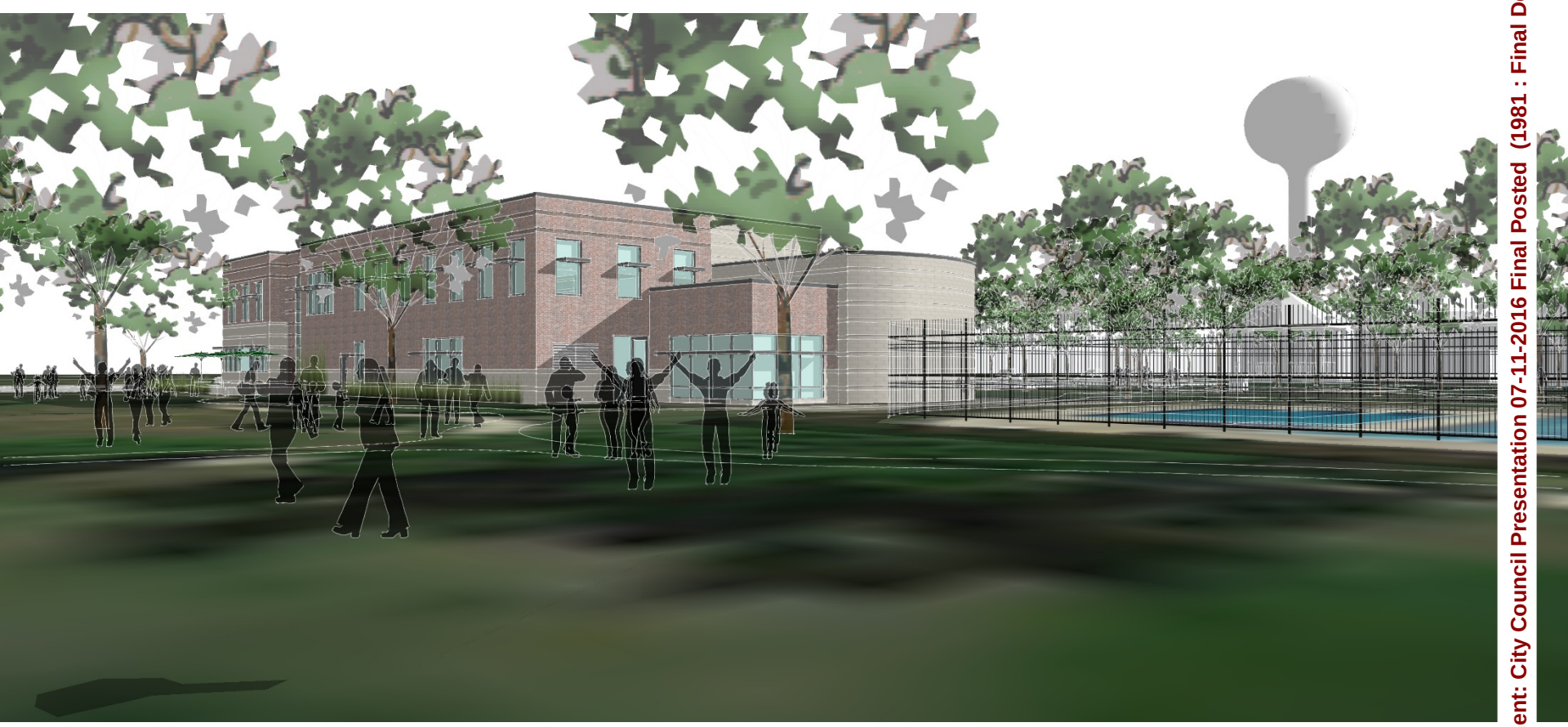
City Hall / Civic Center (South Rice View)

Attachment: City Council Presentation 07-11-2016 Final Posted (1981 : Final Design

City Hall / Civic Center (Loftin Park View)

Attachment: City Council Presentation 07-11-2016 Final Posted (1981 : Final Design

City Hall / Civic Center (View from Loftin Park)



Attachment: City Council Presentation 07-11-2016 Final Posted (1981 : Final Design

City Hall / Civic Center (North Elevation)

Attachment: City Council Presentation 07-11-2016 Final Posted (1981 : Final Design

City Hall / Civic Center (Civic Center Entry View)

Attachment: City Council Presentation 07-11-2016 Final Posted (1981 : Final Design

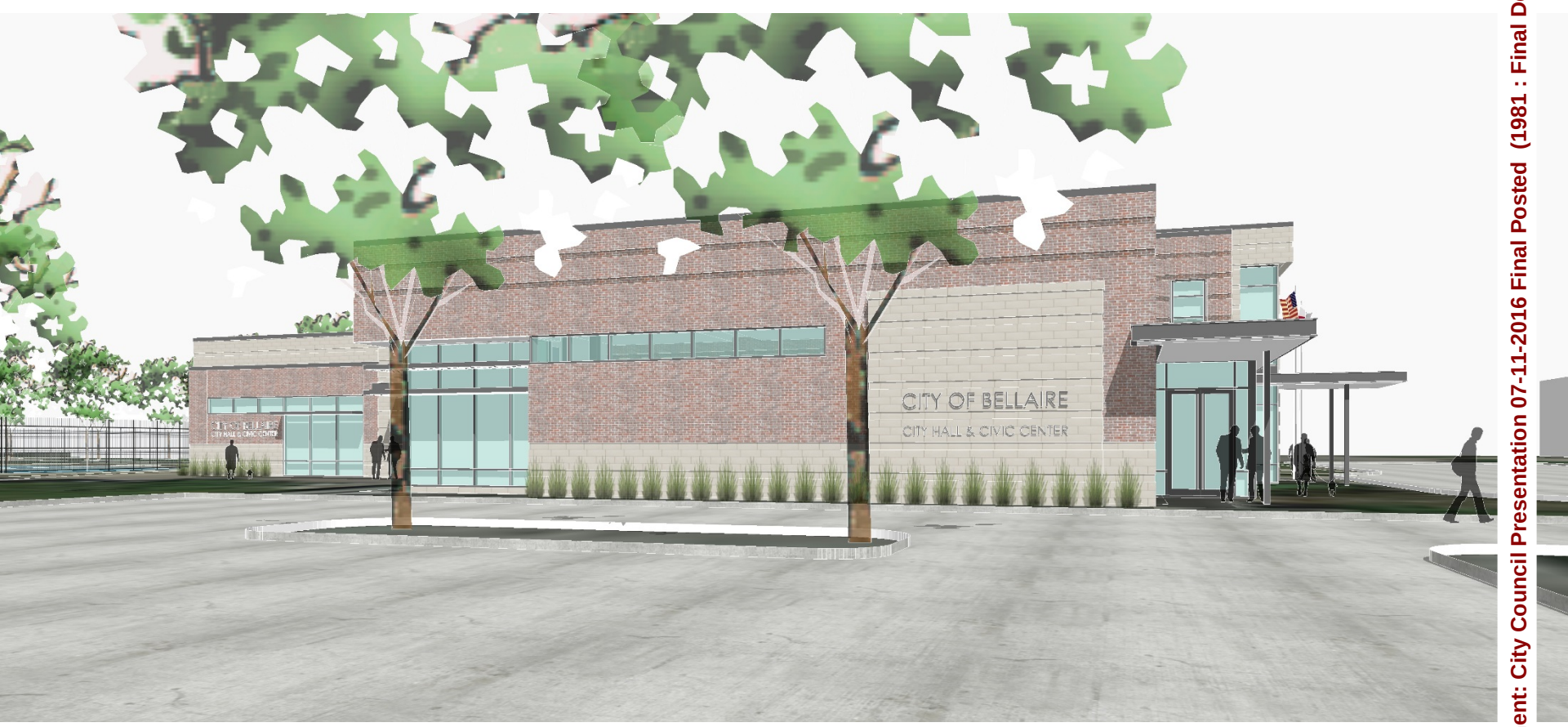
City Hall / Civic Center (West Elevation)

Attachment: City Council Presentation 07-11-2016 Final Posted (1981 : Final Design

City Hall / Civic Center (View from Stage)

Attachment: City Council Presentation 07-11-2016 Final Posted (1981 : Final Design

City Hall / Civic Center (Parking Lot View)



Attachment: City Council Presentation 07-11-2016 Final Posted (1981 : Final Design

City Hall / Civic Center (South Elevation)

Attachment: City Council Presentation 07-11-2016 Final Posted (1981 : Final Design

City Hall / Civic Center (Civic Center Interior)

Attachment: City Council Presentation 07-11-2016 Final Posted (1981 : Final Design

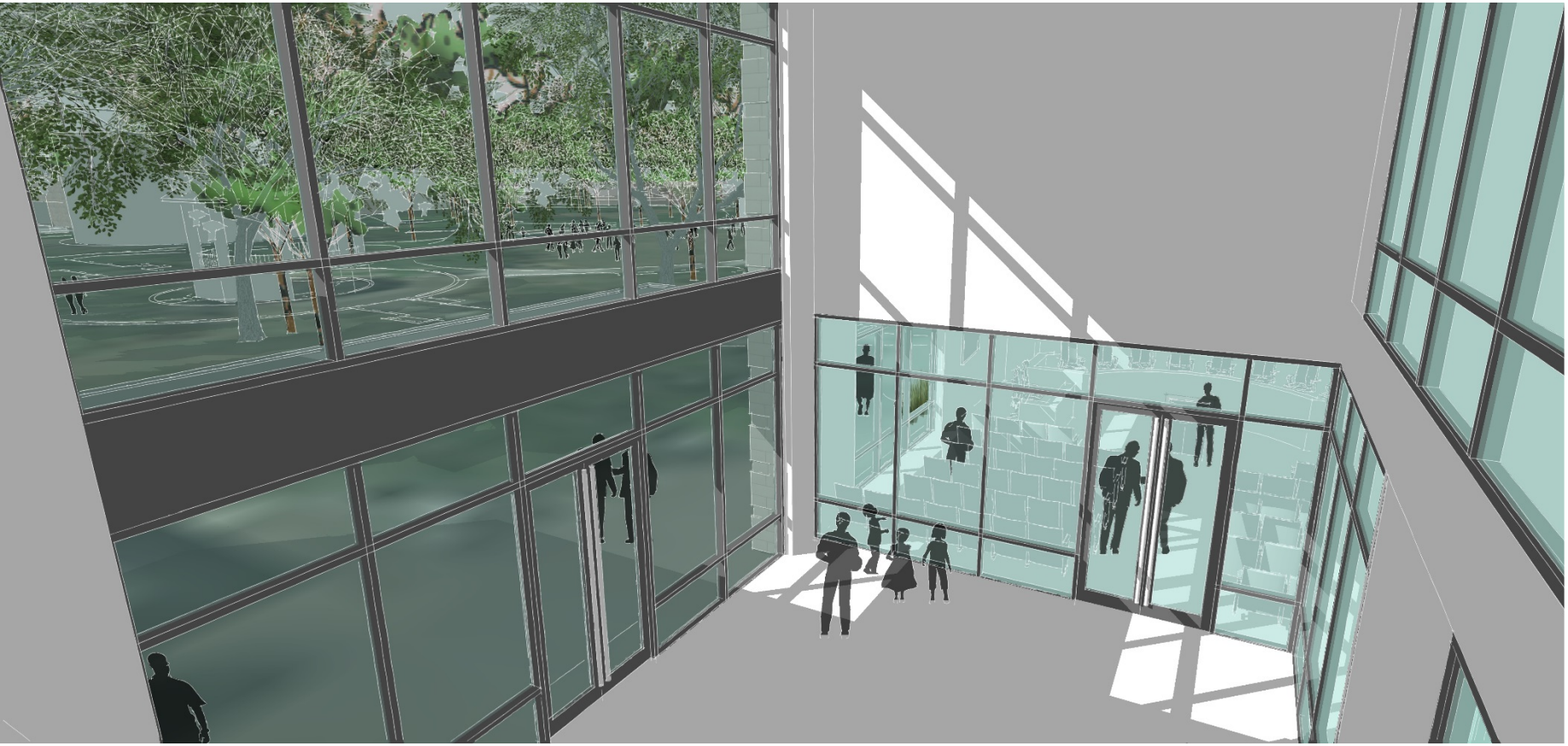
City Hall / Civic Center (Council Chambers Interior)

Attachment: City Council Presentation 07-11-2016 Final Posted (1981 : Final Design

City Hall / Civic Center (Lobby Interior)

Attachment: City Council Presentation 07-11-2016 Final Posted (1981 : Final Design

City Hall / Civic Center (Upper Lobby Interior)

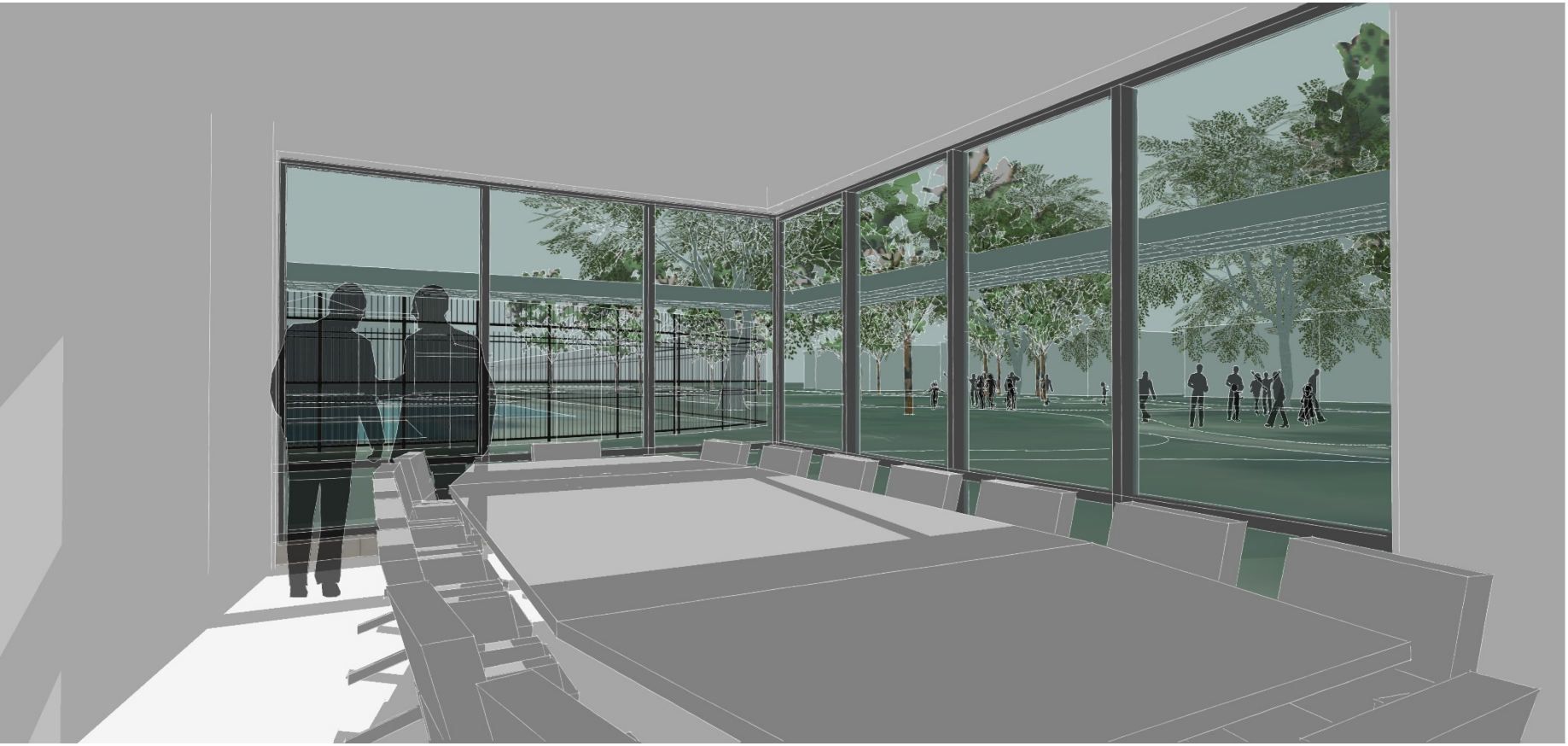


Attachment: City Council Presentation 07-11-2016 Final Posted (1981 : Final Design

City Hall / Civic Center (BLIFE View)

Attachment: City Council Presentation 07-11-2016 Final Posted (1981 : Final Design

City Hall / Civic Center (Executive Conference View)



Attachment: City Council Presentation 07-11-2016 Final Posted (1981 : Final Design

POLICE DEPARTMENT
MUNICIPAL COURT
FLOOR PLANS

Attachment: City Council Presentation 07-11-2016 Final Posted (1981 : Final Design

Police / Courts

First Floor Plan

Attachment: City Council Presentation 07-11-2016 Final Posted (1981 : Final Design

Police / Courts
Second Floor Plan

Attachment: City Council Presentation 07-11-2016 Final Posted (1981 : Final Design

Police / Courts (View from Jessamine)

Attachment: City Council Presentation 07-11-2016 Final Posted (1981 : Final Design

Police / Courts (View from Fire Station)

Attachment: City Council Presentation 07-11-2016 Final Posted (1981 : Final Design

Police / Courts (View from Library)

Attachment: City Council Presentation 07-11-2016 Final Posted (1981 : Final Design

THE CITY OF BELLAIRE Texas

MUNICIPAL BUILDINGS
City Council Meeting

07/11/2016

Attachment: City Council Presentation 07-11-2016 Final Posted (1981 : Final Design