

CITY OF BELLAIRE TEXAS

MAYOR AND COUNCIL

SEPTEMBER 12, 2016

Council Chamber

Regular Session

6:00 PM

7008 S. RICE AVENUE
BELLAIRE, TX 77401



Mayor

Andrew S. Friedberg

Mayor Pro Tem

Roman F. Reed

Council Member

Gus E. Pappas

Council Member

Michael Fife

Council Member

Trisha S. Pollard

Council Member

Pat B. McLaughlan

Council Member

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 - 6:00 P.M.**A. Call to Order and Announcement of a Quorum - Andrew S. Friedberg, Mayor.****B. Recognition of Proclamation - Andrew S. Friedberg, Mayor.**

Issuance of a proclamation by Andrew S. Friedberg, Mayor, recognizing and congratulating Donald W. Elmer on the occasion of his Badge Pinning Ceremony, and on his successful completion of all requirements necessary to become a Firefighter/Paramedic with the City of Bellaire, Texas - Requested by Darryl Anderson, Fire Chief.

I. PUBLIC HEARING**A. Reading of Notice of Public Hearing - Tracy L. Dutton, City Clerk.****B. Summary of Public Hearing Procedure - Paul A. Hofmann, City Manager.****C. Presentation of Proposal:**

Presentation of an application and request submitted by Brown & Gay Engineers, Inc., on behalf of Applicant HEB Grocery Company, LP, in accordance with Chapter 24, Planning and Zoning, Article VI, Amendatory Procedures, Section 24-604, Application for a Planned Development Amendment, of the Code of Ordinances of the City of Bellaire, Texas, for an amendment to a planned development (PD-25, HEB Bellaire) consisting of a grocery store retail area with attached parking facility to be known as "HEB Grocery Store" on a 3.055 acre site located on the northern side of the intersection between Bissonnet Street and Cedar Street in the City of Bellaire, Harris County, Texas, and currently addressed as 5106 Bissonnet Street, Bellaire, Texas.

D. Public Comment.

The Mayor will recognize speakers who have completed a sign-up sheet prior to the commencement of the public hearing. 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.

E. Questions from the Mayor and Council.**F. Close of Public Hearing.**

Oral public comment on the subject matter of the public hearing will not be received following the close of the public hearing. The public may submit written comments to the City Council prior to its final deliberation. All written comments must be received in the City Clerk's office by noon on the Thursday preceding the meeting of final deliberation for inclusion in the public record of the proceedings. It is anticipated that final deliberation will occur on Monday, September 19, 2016; therefore, written comments should be submitted by noon on Thursday, September 15, 2016.

See Rules of Procedure of the City Council of the City of Bellaire, Texas, as of January 25, 2016.

G. Adjourn.**II. REGULAR MEETING****A. Call to Order and Announcement of a Quorum - Andrew S. Friedberg, Mayor.****B. Inspirational Reading and/or Invocation - Roman F. Reed, Mayor Pro Tem.****C. Pledges of Allegiance - Roman F. Reed, Mayor Pro Tem.****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, consideration, and acceptance of the submittal of the "Certified 2016 Tax Roll and the 2016 Property Tax Rates in the City of Bellaire, Texas" - Presented and submitted by Terrence Beaman, Chief Financial Officer.

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 August 1, 2016 - Submitted by Tracy L. Dutton, City Clerk.

Mayor and Council - Regular Session - Aug 1, 2016 7:00 PM

b. Change in Meeting Date:

Consideration of and possible action on a change in the date of the first Regular Session of the City Council of the City of Bellaire, Texas, in October of 2016 from Monday, October 3, 2016, to Monday, October 10, 2016 - Submitted by Tracy L. Dutton, City Clerk.

c. Mutual Aid Fire Protection and Agreement:

Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the Mayor and City Clerk of the City of Bellaire, Texas, to execute and attest, respectively, for and on behalf of the City of Bellaire, Texas (City), a Mutual Aid Fire Protection and Agreement between the City, Harris County, and adjoining entities for the purpose of providing mutual aid fire protection - Submitted by Darryl Anderson, Fire Chief.

d. Utility Easement:

Consideration of and possible action on a request and recommendation to authorize the City Manager of the City of Bellaire, Texas, to execute any and all necessary documents related to the granting of a utility easement for Evelyn's Park, 4400 Bellaire Boulevard, Bellaire, Texas - Submitted by Michelle Jordan, Project Manager.

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

- a. Consideration of and possible action on a recommendation to approve a change order in an amount not to exceed \$191,632.00 to the construction contract for Phase One of Evelyn's Park with Linbeck Group, LLC, and on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the City Manager of the City of Bellaire, Texas, to execute said change order. The change order will be executed only upon receipt of the funds associated with said change order in an amount not to exceed \$191,632.00 from the Evelyn's Park Conservancy, and will be authorized for no more than the amount of funding received from the Evelyn's Park Conservancy - Submitted by Michelle Jordan, Project Manager.
- b. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, adopting a new rate schedule for water and sewer services for residential and nonresidential ratepayers - Submitted by Terrence Beaman, Chief Financial Officer.

3. Item(s) for Individual Consideration:

- a. Consideration of and possible action regarding the taking of a record vote to increase the tax revenue for the City of Bellaire, Texas for the 2016 Tax Year by proposing a tax rate of \$0.3874 per \$100 valuation and authorizing the City Clerk and Chief Financial Officer to publish a "Notice of 2016 Tax Year Proposed Property Tax Rate for the City of Bellaire." The dates for two public hearings on the referenced proposal are Thursday, September 29, 2016, and Monday, October 10, 2016, both of which will be held at 6:00 p.m. in the Council Chamber, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas 77401 - Submitted by Terrence Beaman, Chief Financial Officer.
- b. Consideration of and possible action on a recommendation and request to include a new line item in the FY 2017 Budget entitled "Beautification/Urban Design" and funded in the amount of \$700,000, in the manner as was done for FY 2016, with \$350,000 funded from sources determined by the City Manager and the remaining \$350,000 funded from earmarked CIP projects as decided by the City Manager. Funds would be used in accordance with final design principles and guidelines developed by Terrain Studio - Submitted by Michael Fife, Council Member.
- c. Consideration of and possible action on a recommendation and request to earmark the remaining amount of the FY 2016 Beautification funds, estimated to be \$170,000, to be used for the design and construction of a Pilot Esplanade Beautification Project to be located at the Bellaire Boulevard and South Rice Avenue intersection, and on providing direction to the City Manager to work with Terrain Studio on a contract for said services to be approved at a future City Council meeting - Submitted by Michael Fife, Council Member.
- d. Consideration of and possible action on the selection of Trustees for Places 6-9 to serve on the Texas Municipal League Intergovernmental Risk Pool (TMLIRP) Board of Trustees for a six-year term commencing on October 1, 2016, and ending September 30, 2022 - Submitted by Tracy L. Dutton, City Clerk, on behalf of the TMLIRP.

G. Community Interest Items from the Mayor and 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



Meeting: 09/12/16 06:00 PM
Department: Fire Department
Category: Presentation
Department Head: Darryl Anderson
DOC ID: 1999 A

**SCHEDULED
PROCLAMATION (ID #
1999)**

Item Title:

Issuance of a proclamation by Andrew S. Friedberg, Mayor, recognizing and congratulating Donald W. Elmer on the occasion of his Badge Pinning Ceremony, and on his successful completion of all requirements necessary to become a Firefighter/Paramedic with the City of Bellaire, Texas - Requested by Darryl Anderson, Fire Chief.

Background/Summary:

Bellaire Fire Department wishes to formalize the completion of the in-training period, and introduce those who complete the training, to our city and City Council. The Ceremony or "Pinning" is a fire department tradition, used to signify completion of the fire academy. Since we only hire certified personnel, we choose to recognize these individuals at the completion of their phase testing, generally at 6-months from date of hire. A training badge will be removed from the uniform and the Firefighter Badge will be pinned, a recognition of the full membership into the Bellaire Fire Department.

Previous Council Action Summary:

This is the first time Council has been asked to recognize a new firefighter after completion of the In-Training period

Fiscal Impact:

None

Recommendation:

I, Darryl Anderson, Fire Chief, recommend that the Council of the City of Bellaire recognize this milestone event.

ATTACHMENTS:

- Donald W Elmer - Firefighter-Paramedic - Badge Pinning Ceremony (PDF)



Proclamation

Whereas, Donald W. Elmer has successfully completed the requirements of the Texas Commission on Fire Protection to become a firefighter, and of the Texas Department of State Health Services to become a paramedic; and

Whereas, Mr. Elmer has successfully completed the six-month in-training period with the Bellaire Fire Department, including the required phase testing in the specified time period; and

Whereas, the Bellaire Fire Department has formalized Mr. Elmer's successful completion of all requirements to become a Firefighter/Paramedic in good standing, with a special Badge Pinning Ceremony; and

Whereas, the citizens of Bellaire join with our Fire Department in celebrating Mr. Elmer's accomplishments and are grateful for his service in the protection of lives and property in our community;

Now, Therefore, I, **Andrew S. Friedberg, Mayor of the City of Bellaire, Texas**, do hereby recognize and congratulate

Donald W. Elmer

on the occasion of his Badge Pinning Ceremony and express our community's appreciation for his conscientious and dedicated hard work in becoming a Firefighter/Paramedic with the City of Bellaire, Texas, and for his selfless service to our citizens.

In Witness Whereof, I have hereunto set my hand and caused the seal of the City of Bellaire, Texas, to be affixed this 12th day of September, 2016.



Andrew S. Friedberg
Mayor
City of Bellaire, Texas

Mayor and Council

7008 S. Rice Avenue
Bellaire, TX 77401



Meeting: 09/12/16 06:00 PM
Department: Development Services
Category: Public Hearing
Department Head: John McDonald
DOC ID: 2002

**SCHEDULED
ACTION ITEM (ID # 2002)**

Item Title:

Presentation of an application and request submitted by Brown & Gay Engineers, Inc., on behalf of Applicant HEB Grocery Company, LP, in accordance with Chapter 24, Planning and Zoning, Article VI, Amendatory Procedures, Section 24-604, Application for a Planned Development Amendment, of the Code of Ordinances of the City of Bellaire, Texas, for an amendment to a planned development (PD-25, HEB Bellaire) consisting of a grocery store retail area with attached parking facility to be known as "HEB Grocery Store" on a 3.055 acre site located on the northern side of the intersection between Bissonnet Street and Cedar Street in the City of Bellaire, Harris County, Texas, and currently addressed as 5106 Bissonnet Street, Bellaire, Texas.

Background/Summary:

A public hearing is scheduled on an application for an amendment to a planned development (PD-25, HEB Bellaire) filed by Terra Associates, Inc., on behalf of HEB Grocery Company, LP, for the construction of a commercial building at 5106 Bissonnet to serve as a grocery store. This building is designed to replace the current multi-tenant structure located there with a single-use building. The amendment is requested due to changes to the site plan, building size, and building elevations.

On August 9, 2016, the Planning and Zoning Commission held a public hearing on this request. Four citizens spoke. On the same night, the Commission voted 5-0 to forward the item to City Council with a favorable recommendation. The Commission's Report and Recommendation is attached and details the results of the public hearing. Draft minutes from the public hearing are included as well.

The Planning and Zoning Secretary has fulfilled the notice requirements for this public hearing and the support materials are attached.

Recommendation:

No action required. This item is tentatively scheduled for action on September 19, 2016.

ATTACHMENTS:

- 2016.09.02 HEB PD Amendment Application (PDF)
- 2016.09.02 -Appendix 1-Legal Description (PDF)
- 2016.09.02 -Appendix 2-Title Report (PDF)
- 2016.09.02-Appendix 3-Site Plans (PDF)
- 2016.09.02-Appendix 4-Elevations, Street views (PDF)
- 2016.09.02-Appendix 5-Environmental Assessment Form (PDF)
- 2016.09.02- Appendix 6-Traffic Memo (PDF)
- HEB PD-25 Public Hearing Notification (PDF)
- P&Z Public Hearing & Consideration Documents (PDF)

Amendment to

PD-25

for



**5106 Bissonnet Street, Bellaire
Harris County, Texas 77401**

3.055 acre Tract

Prepared By:

Lyle Henkel, P.E.

September 2, 2016

TERRA
ASSOCIATES, INC.
CONSULTING ENGINEERS

TBPE Registration No. F-003832
1445 North Loop West, Suite 450
Houston, TX 77008



September 2, 2016

Mr. John McDonald, MPA
Development Services Director
City of Bellaire
7008 S. Rice Ave.
Bellaire, TX 77401

RE: Proposed Amendment to PD-25 Located at 5106 Bissonnet
Bellaire, TX

Mr. McDonald,

Due to changes to the site plan and building size & elevations as compared to the previously approved Planned Development (PD-25), and based on the comments received from the Planning and Zoning Commission on August 9th of this year, we would like to submit this application to finalize the amendment to the existing planned development. We would like to provide the following information to aide in the decision to amend the PD:

APPLICANT

Terra Associates, Inc.
 1445 N Loop W, Suite 450
 Houston, TX 77008
 Lyle Henkel, P.E., President

on behalf of

HEB Grocery Company, LP
 646 South Main Ave.
 San Antonio, TX 78204
 Kathy Strimple, P.E.
 Design + Construction

Property Legal Description

This site is located at 5106 Bissonnet Street in Bellaire Texas.
 See **appendix 1** for a legal description of the property.

Proof of Ownership

The site is owned by HEB Grocery Company, LP.
 See **appendix 2** for a copy of the title report.

1445 North Loop West • Suite 450 • Houston, Texas 77008 • 713-993-0333 • Fax 713-993-0743

Proposed Development

The proposed building is increasing in size from a 70,000 (+/-) SF grocery store to a 75,000 (+/-) SF store. Revisions to the site which promulgated the amendment to the PD are as follows (See **appendix 3** for the new ground level site plan and signage locations, second story plan, and **appendix 4** for building perspectives, elevations and materials list):

1. The first floor site plan has been revised. Revisions to the first floor consist of changes on the exterior of the building, including moving the truck dock from the west side of the building to the north side thereby reducing the overall drive width on 5th Street, adding an additional customer access drive to 5th Street, relocating the compactor from 5th Street to Spruce St., adding 5 parallel street parking spots on Spruce St., and shifting the drives on both Bissonnet and Cedar slightly west. Interior ground floor revisions include a new pharmacy drive thru orientation, a new pharmacy and lobby footprint, changes to the interior drive aisles, and relocating the second level access ramp from the SE corner of the garage to the NE corner. Most of these changes greatly improve onsite interior circulation and provide longer onsite queuing in key areas, thereby making ingress and egress more efficient.
2. Another addition was to add sidewalks of varying widths along all streets adjacent to the site to improve pedestrian access. Where possible, trees were placed along the new sidewalks and existing streets, similar to the current landscape ordinance requirements. A sidewalk was added along Bissonnet, but Bissonnet only has 3-feet of green space between the existing street paving and ROW, so no trees were added. The sidewalk is partially on HEB property. The addition of trees along Bissonnet will make the adjacent sidewalk areas non ADA compliant (due to width). Additionally, HEB would like the option of grouping trees along the ROW instead of evenly spacing them to assist in visibility for consumers entering or leaving the site, to obtain longer runs of maximize sidewalk widths, and to provide larger shaded areas for pedestrian comfort. Tall, narrow trees will be utilized on site, such as Slender Silhouette Sweetgum, Tower Italian Cypress, or similar type trees.
3. Due to the expanded building size, the western wall is very close to the property line, HEB would like to ensure that any potential overhangs or down spouts for the building on this side be allowed to protrude into the ROW. Overhangs are should be less than 3-feet wide. The downspouts are maximum 10"x6" and will turn down and be tied to an underground system. The downspouts will turn back into the parking garage at an elevated elevation so as not to impede the sidewalk area. Overhangs may protrude into the ROW on other sides of the building also. These will also be less than 3-feet.
4. Building elevations were also revised due to the increased building size. While conceptual in nature, the intent for the new elevations and building signage can be found in **appendix 4**, along with perspectives and the exterior materials calculations.

Environmental Assessment Form

Reference **appendix 5**.

Traffic Analysis

Due to the relocation of several drives and the improved onsite reconfiguration to improve site circulation, a supplemental traffic assessment memo has been prepared. The technical memo does not change the



recommendations from the previous TIA except that since there is one extra customer access drive *and better circulation within the site in conjunction with additional onsite queue space*, the right turn lane along Bissonnet is no longer recommended. The traffic memorandum has been reviewed by the City's traffic consultant with no objections.

Reference **appendix 6**.

Conclusion

This application is submitted due to the variation in building size, updated elevations, and drives either moving or being widened compared to the previously approved PD-25. Revisions to the previously approved PD-25 are due to the aforementioned, and also due to the addition of sidewalks, trees, and the potential protrusion of overhangs and downspouts into the ROW at an elevated level. No other changes are being requested that have not been discussed above.

Per this application, we respectfully request this PD Amendment to be placed on the next available agenda for the final City Council motion. If additional information is needed, please advise.

Thank you for your careful consideration.

Respectfully,

A handwritten signature in blue ink, appearing to read "Lyle Henkel", is written over the typed name.

Lyle Henkel, P.E.
President



List of Appendices

- Appendix 1 - Legal Description
- Appendix 2 – Title Report
- Appendix 3 – Ground Level Site Plan
Second Level Site Plan
Second Level Building Signage Plan
Second Level Photometrics
- Appendix 4 - Street Views
Building Elevations
Building Elevations / Cross Sections
Material Calculations
Garage Signage List
- Appendix 5 - Environmental Assessment Form
- Appendix 6 - Supplemental Traffic Technical Memorandum

APPENDIX 1

LEGAL DESCRIPTION

HEB BISSONETT AT S. RICE
3.055 ACRES

JULY 22, 2014
JOB NO. 2823-01

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

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

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

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

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

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

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

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

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

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

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

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

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

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

HEB BISSONETT AT S. RICE
3.055 ACRES

JULY 22, 2014
JOB NO. 2823-01

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

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

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

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

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

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

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

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

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

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

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

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

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

HEB BISSONETT AT S. RICE
3.055 ACRES

JULY 22, 2014
JOB NO. 2823-01

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

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

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

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

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

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

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

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

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



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

APPENDIX 2

TITLE REPORT

Charter Title Company

811 Main Street, Suite 3675, Houston, TX 77002

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

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

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

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

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

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

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

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

COMMITMENT FOR TITLE INSURANCE

Issued by **Fidelity National Title Insurance Company**



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

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

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

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

FIDELITY NATIONAL TITLE INSURANCE COMPANY

By: 
President



Attest:

Secretary

Authorized Officer or Agent

CONDITIONS AND STIPULATIONS

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

Attachment: 2016.09.02 -Appendix 2-Title Report (2002 : Public Hearing-HEB PD Amendment)

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Effective Date: **January 19, 2015**

GF. No. 1033005300

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

1. The policy or policies to be issued are:
 - (a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount:
PROPOSED INSURED:
 - (b) TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE -
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount:
PROPOSED INSURED: **HEB Grocery Company, LP**
 - (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower: **HEB Grocery Company, LP**
 - (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - (e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount:
PROPOSED INSURED:
Proposed Borrower:
 - (f) OTHER
Policy Amount:
PROPOSED INSURED:
2. The interest in the land covered by this Commitment is:
LEASEHOLD ESTATE
3. Record title to the land on the Effective Date appears to be vested in:
CENTRO NP HOLDINGS 12 SPE, LLC
4. Legal description of land:

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

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

SCHEDULE B**EXCEPTIONS FROM COVERAGE**

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

1. Item 1, Schedule B is hereby deleted in its entirety.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only).
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year **2015**, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, *Texas Tax Code*, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year **2015**, and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy (T-2R). (Applies to Texas Short Form Residential Loan Policy (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

a. DELETED

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

SCHEDULE C

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

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

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

NOTE FOR INFORMATION PURPOSES:

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

Attachment: 2016.09.02 -Appendix 2-Title Report (2002 : Public Hearing-HEB PD Amendment)

COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

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

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

<u>Officers</u>		<u>Directors</u>
President	Raymond Randall Quirk	Raymond Randall Quirk
Executive Vice President	Anthony John Park	Anthony John Park
Secretary	Michael Louis Gravelle	Michael Louis Gravelle
Treasurer	Daniel K. Murphy	Michael J. Nolan

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

- The following disclosures are made by the Title Insurance Agent issuing this Commitment: FNF Charter Title Company d/b/a Charter Title Company
 - The names of each shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows: **FNTG Holdings, LLC owns 100% of FNTS Holdings, LLC which owns 100% of FNF Charter Title Company d/b/a Charter Title Company.**

- Each shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1 %) or more of the Title Insurance Agent that will receive a portion of the premium are as follows: **FNTS Holdings, LLC owns 100% of FNF Charter Title Company d/b/a Charter Title Company.**

- The following persons are officers and directors of the Title Insurance Agent: FNF Charter Title Company d/b/a Charter Title Company

Directors:	Anthony John Park Raymond Randall Quirk
Officers:	James A. Johnson, President and County Manager Raymond Randall Quirk, Chairman of the Board and Chief Executive Officer Anthony John Park, Executive Vice President Michael Louis Gravelle, Secretary Daniel Kennedy Murphy: Treasurer

- You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

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

Owner's Policy	
Loan Policy	
Endorsements	
Other	\$
Total	

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

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

TEXAS TITLE INSURANCE INFORMATION

<p>Title insurance insures you against loss resulting from certain risks to your title.</p> <p>The Commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The Commitment is a legal document. You should review it carefully to completely understand it before your closing date.</p>	<p>El seguro de titulo le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el titulo de su propiedad.</p> <p>El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entendario completamente antes de la fecha para finalizar su transaccion.</p>
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Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

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

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

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

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

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

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

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

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

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

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

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

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

Charter Title Company

Affiliated Business Arrangement Disclosure Statement

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

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

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

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

There are frequently other settlement service providers available who offer similar services. You are free to shop around to determine that you are receiving the best services and the best rate for these services. I/We have read this disclosure form and understand that Charter Title Company is referring me/us to purchase the above-described settlement services and may receive a financial or other benefit as the result of this referral.

Attachment: 2016.09.02 -Appendix 2-Title Report (2002 : Public Hearing-HEB PD Amendment)

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

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

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

The Arbitration provision in the Policy is as follows:

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

SIGNATURE

DATE

Attachment: 2016.09.02 -Appendix 2-Title Report (2002 : Public Hearing-HEB PD Amendment)

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE**

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

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

Collection and Use of Information

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

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

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

Information collected by FNF is used for three main purposes:

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

Additional Ways Information is Collected Through the Website

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

Privacy Policy Notice

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

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

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

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

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

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

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

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

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

When Information Is Disclosed By FNF

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

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

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

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

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

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

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

Information from Children

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

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

Privacy Outside the Website

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

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

European Union Users

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

Choices with Your Personal Information

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

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

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

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

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

Access and Correction

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

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2013 will receive information regarding 2012 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

Your Consent to This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354
privacy@fnf.com

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EFFECTIVE AS OF: JANUARY 24, 2014

LAST UPDATED: JANUARY 24, 2014

APPENDIX 3

GROUND LEVEL SITE PLAN

SECOND LEVEL SITE PLAN

SECOND LEVEL BUILDING SIGNAGE PLAN

SECOND LEVEL PHOTOMETRICS



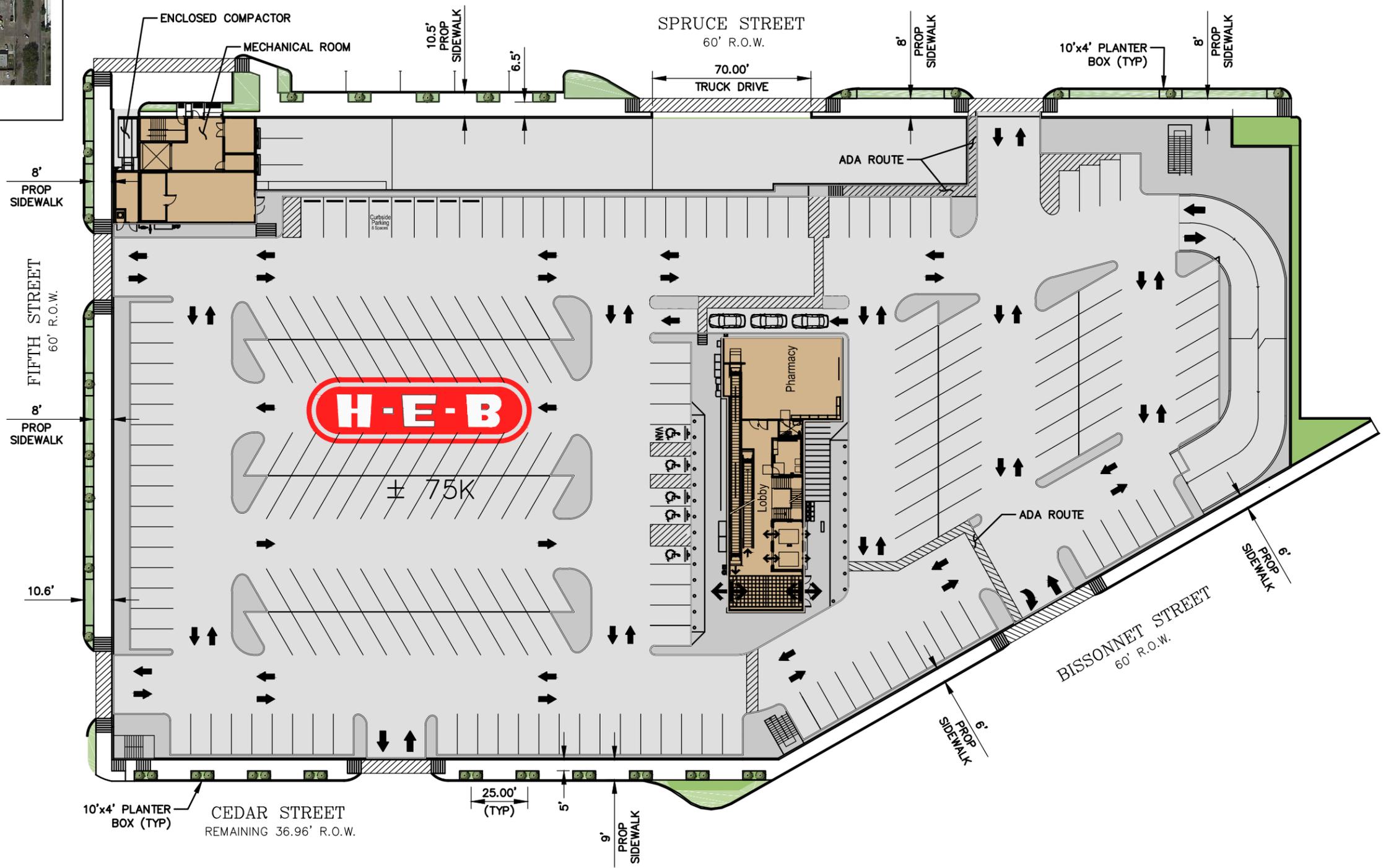
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PLANT SCHEDULE

TREES	CODE	QTY	COMMON NAME / BOTANICAL NAME	CONT	CAL	HEIGHT	SPREAD
	LS	39	Columnar Sweet Gum / Liquidambar styraciflua 'Slender Silhouette' This tree variety will be used or a similar variety that will not hinder pedestrian access or visibility.	30 gal	2"Cal	8-10' H	4'-5'

LEGEND:

-  HEB Store
-  Parking and Drives
-  HEB Green Space / Landscaping
-  Public Median Green Space/Landscaping
-  Raised Islands



Parking Requirement @ 5 per 1,000
 Sales Floor: 52,833 sf
 Admin Mezzanine: 2,319 sf
 Pharmacy: 2,098 sf
 Prep Areas: 2,064
 Grand Total: 59,314 sf
 (59,314 / 1000) x 5 = 296.57
297 Parking Spaces Req.

Parking Provided
 Ground: 223 Spaces
 Second Floor: 82 Spaces
 305 On-site Parking Spaces Provided
 5 Street Parking Spaces Provided
310 Total Parking Spaces Provided

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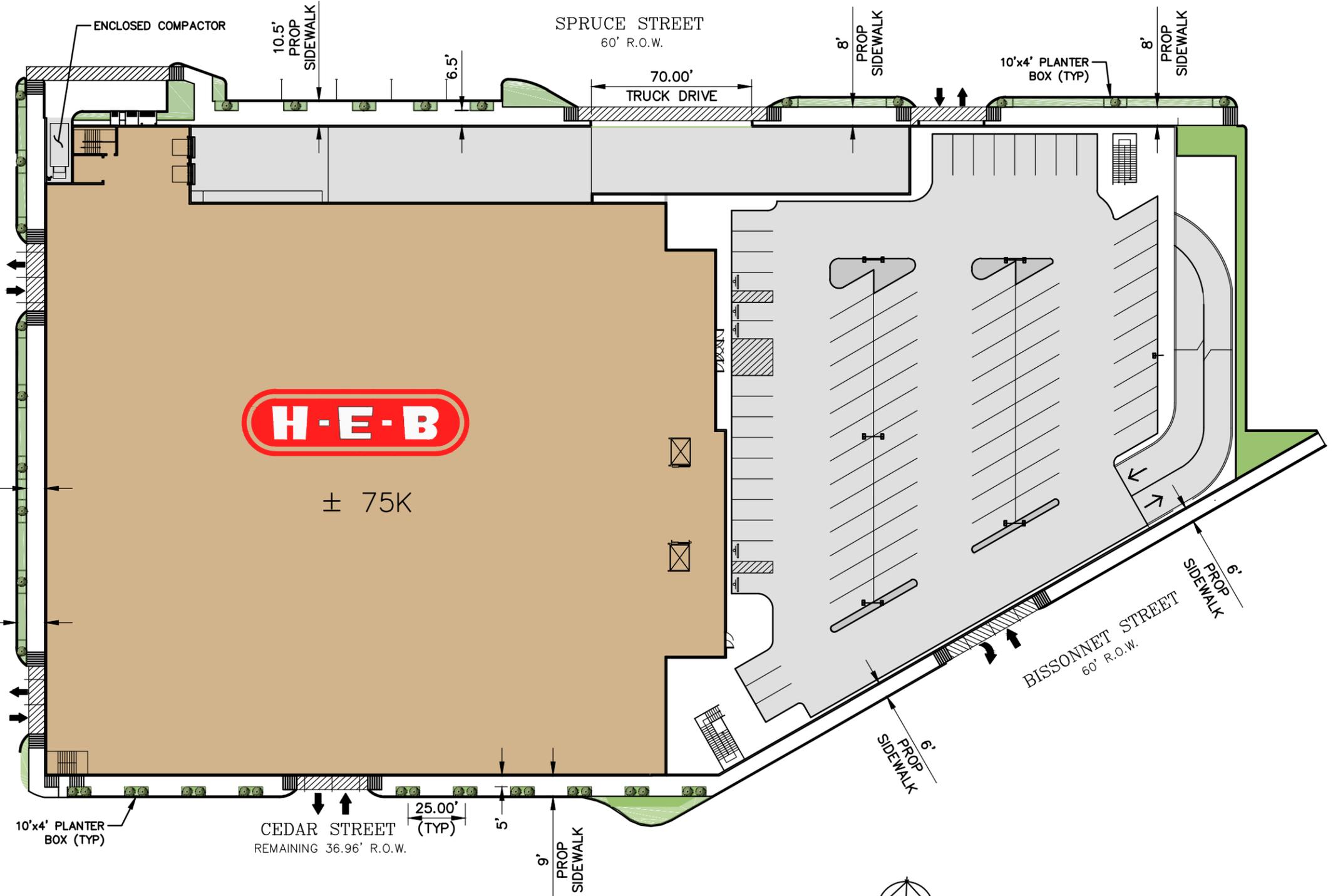


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Attachment: 2016.09.02-Appendix 3-Site Plans (2002 : Public Hearing-HEB PD Amendment)

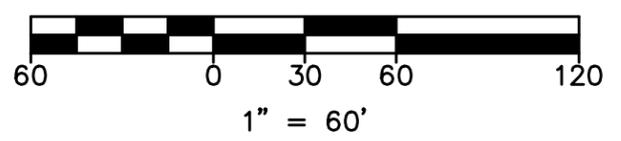
LEGEND:

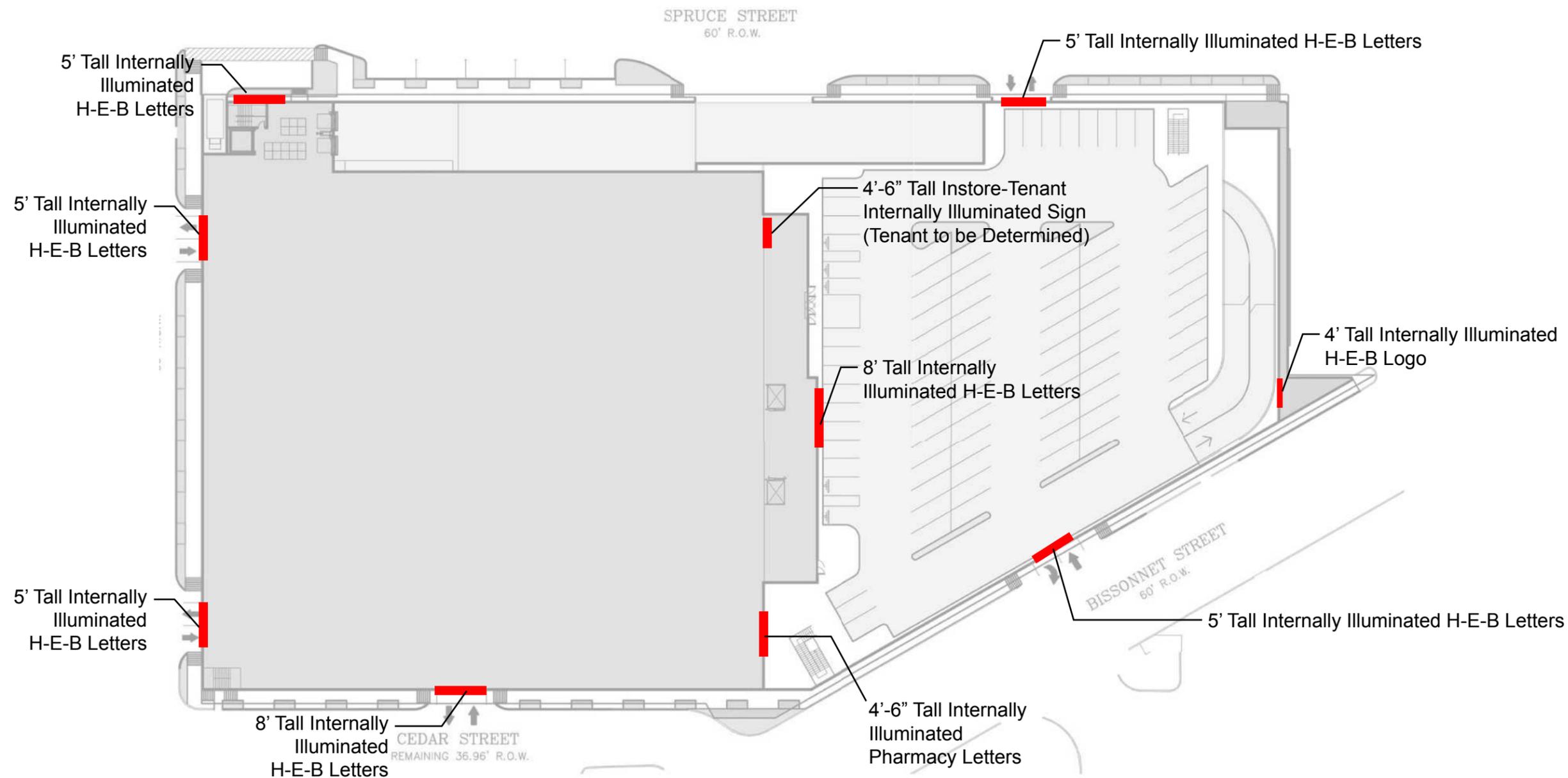
- HEB Store
- Parking and Drives
- HEB Green Space / Landscaping
- Public Median Green Space/Landscaping
- Raised Islands
- Pole Mounted Light (back - back)
- Pole Mounted Light (single)



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 5 Street Parking Spaces Provided
310 Total Parking Spaces Provided





See Elevation Drawings for Wall Placement and Design



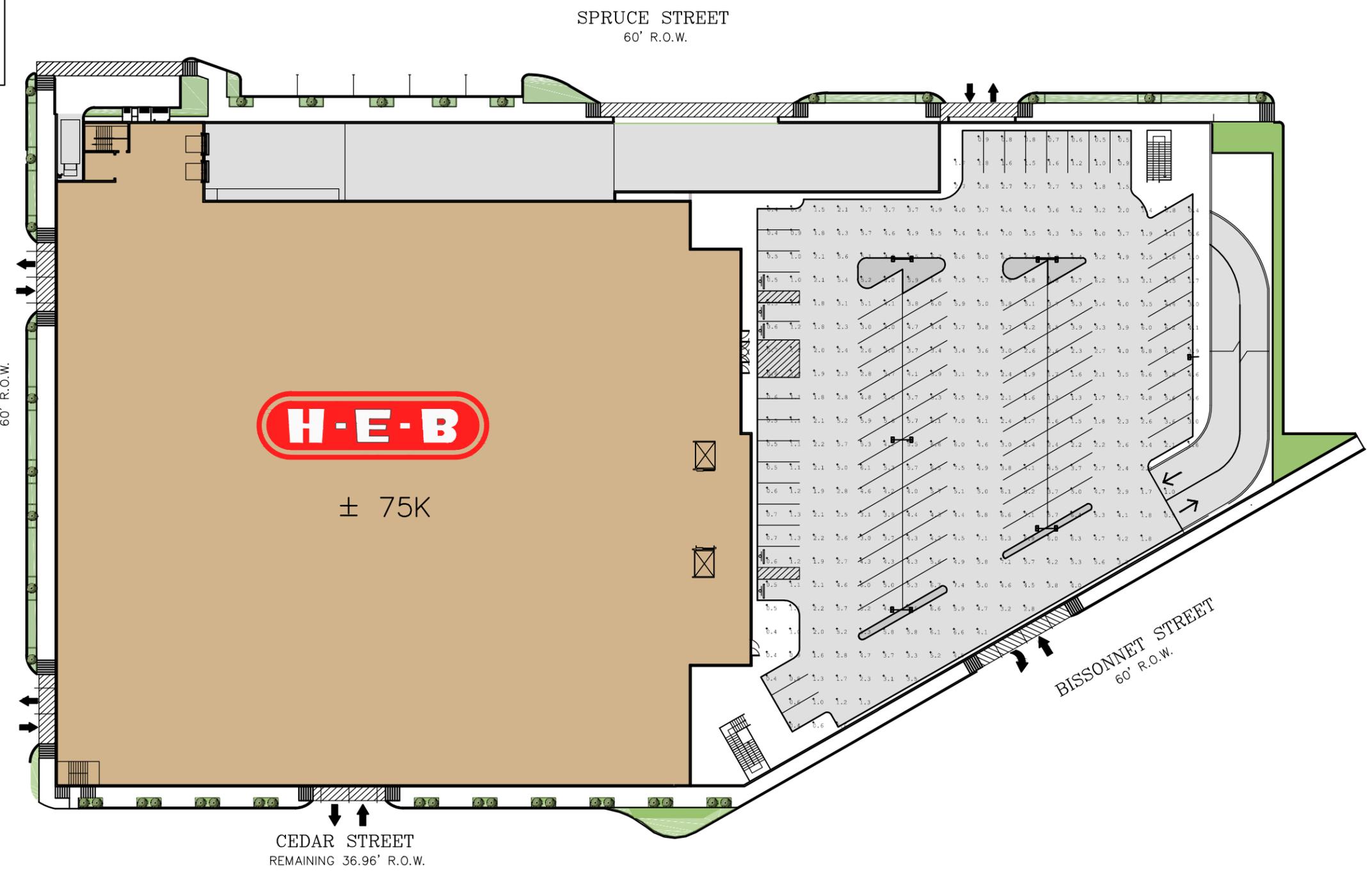
AERIAL IMAGE
NOT TO SCALE

Luminaire Schedule						
Symbol	Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description
	5	OB	BACK-BACK	N.A.	0.900	GE Lighting: EASC_F4F540 mounted on a 15' pole
	1	OA	SINGLE	N.A.	0.900	GE Lighting: EASC_F4F540 mounted on a 15' pole

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Roof Level	Illuminance	Fc	3.52	8.0	0.4	8.80	20.00

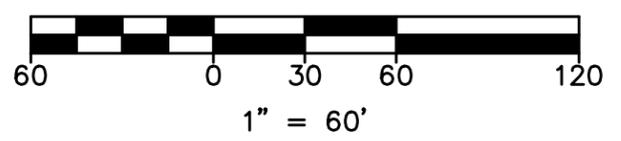
LEGEND:

- HEB Store
- Parking and Drives
- HEB Green Space / Landscaping
- Public Median Green Space/Landscaping
- Raised Islands
- Pole Mounted Light (back - back)
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 5 Street Parking Spaces Provided
310 Total Parking Spaces Provided



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APPENDIX 4

STREET VIEWS

BUILDING ELEVATIONS

BUILDING ELEVATIONS / CROSS SECTIONS

MATERIAL CALCULATIONS

GARAGE SIGNAGE LIST



Cedar Street View



Spruce Street View



Fifth Street View

Rice & Bissonnet
Conceptual Exterior Elevation



DATE:
07-29-16
DRAWN BY:
JW
SCALE:



Cedar Street Elevation



Bissonnet Street Elevation



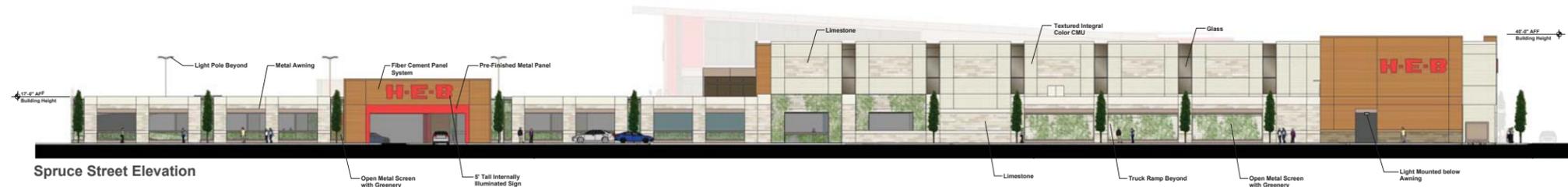
Rice Street Elevation

Rice & Bissonnet

Conceptual Exterior Elevation



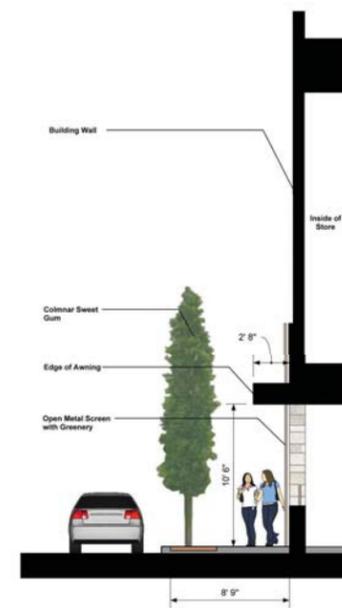
DATE:
07-29-16
DRAWN BY:
JW
SCALE:



Spruce Street Elevation



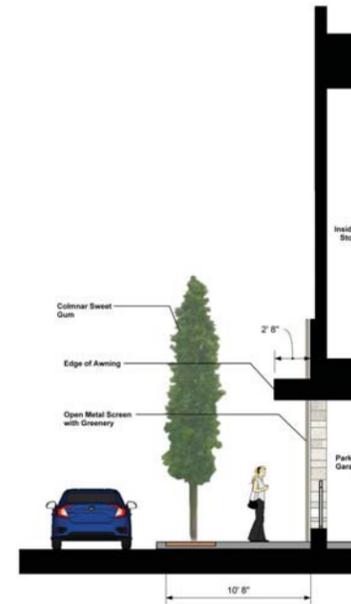
Fifth Street Elevation



Cedar Street Sidewalk Cross Section



Bissonnet Street Sidewalk Cross Section



Fifth Street Sidewalk Cross Section

HEB Rice and Bissonnet - Exterior Elevation Material Calculations

9/2/2016

Fifth Street Elevation	Square Footage (Wall Surface)	Percentage
Masonry	4322	57.4
Accent - Architectural Metal Panel	245	3.3
Accent - Metal Awnings and Trim	120	1.6
Accent - Fiber Cement Panel System	2838	37.7
Total Accent Materials	3203	42.6
Total	7525	100.0

Cedar Street Elevation	Square Footage (Wall Surface)	Percentage
Masonry	5097	64.4
Accent - Architectural Metal Panel	782	9.8
Accent - Metal Awnings and Trim	144	1.8
Accent - Fiber Cement Panel System	1906	24.0
Total Accent Materials	2832	35.6
Total	7929	100.0

Bissonnet Street Elevation	Square Footage (Wall Surface)	Percentage
Masonry	1622	60.3
Accent - Architectural Metal Panel	147	5.5
Accent - Metal Awnings and Trim	184	6.8
Accent - Fiber Cement Panel System	738	27.4
Total Accent Materials	1069	39.7
Total	2691	100.0

Spruce Street Elevation	Square Footage (Wall Surface)	Percentage
Masonry	7315	71.2
Accent - Architectural Metal Panel	147	1.4
Accent - Metal Awnings and Trim	350	3.4
Accent - Fiber Cement Panel System	2467	24.0
Total Accent Materials	2964	28.8
Total	10279	100.0

Rice Street Elevation	Square Footage (Wall Surface)	Percentage
Masonry	2980	56.0
Accent - Architectural Metal Panel	650	12.2
Accent - Metal Awnings and Trim	378	7.1
Accent - Fiber Cement Panel System	1314	24.7
Total Accent Materials	2342	44.0
Total	5322	100.0

Does not include windows (glazing), doors or openings

Attachment: 2016.09.02-Appendix 4-Elevations, Street views (2002 : Public Hearing-HEB PD Amendment)

HEB Rice and Bissonnet - Interior Garage Signage

Signs

Pharmacy drive thru directional	Type A
Store entry and elevator directional	Type A
Cart return identifiers	Type B
Do not enter - pharmacy drive thru	Type A
Enter only directional	Type A
Parking letters or numbers	Type C
Parking lot guidance light system	N/A
Shopping cart limit signage	Type B
Fresh food wall graphic	Type D
Pharmacy wall graphic	Type D
Lobby entry sign	Type E
Pharmacy entry sign	Type E
Elevator entry sign	Type E
Cart location sign	Type B
Vehicle height limit sign	Type A
Vehicle directional to upper level parking	Type A
Fresh food entry identification sign	Type E
Exit directional	Type A

Sign Types:

Type A	Printed unlit sign, mounted from garage ceiling by steel cable.
Type B	Printed unlit sign, mounted from ground by steel pole, column or fixture.
Type C	Painted sign
Type D	Vinyl wrap sign or graphic, mounted to wall or glass.
Type E	Dimensional lit sign

APPENDIX 5

ENVIRONMENTAL ASSESSMENT FORM

**CITY OF BELLAIRE
ENVIRONMENTAL ASSESSMENT FORM**

PROJECT

Subdivision Name: HEB Grocery - Rice at Bissonnet
Location (Address or major crossroads/boundary streets); 5106 Bissonnet Street, Bellaire, Texas 77401
Project valuation/cost:
Any foreseen zoning issues? (if yes, describe.) Requesting Amendment to PD-25 due to site plan and building changes.

OWNER

Name: HEB Grocery Company, LP	
Address: 646 South Main Ave., San Antonio, Texas 78204	
Phone:	Email:

PROJECT ENGINEER (OR SURVEYOR IF NO ENGINEER)

Name: Lyle Henkel, P.E.	
Address: 1445 N Loop W, Suite 450, Houston, TX 77008	
Phone: 713.993.0333	Email: leh@terraassoc.com

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



Signature of Applicant

July 5, 2016

Date

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

APPENDIX 6

SUPPLEMENTAL TRAFFIC TECHNICAL MEMORANDUM

AND

NO OBJECTION LETTER



Technical Memorandum

To: City of Bellaire

From: Michael Trueblood, P.E., PTOE, Courtney Carr, P.E.

Date: June 30, 2016

Subject: HEB Bissonnet St. at Rice Ave.
Bellaire, Texas

A HEB Grocery Store is proposed on the northwest corner of Bissonnet Street at Rice Avenue. A Traffic Impact Analysis (TIA) was previously completed for this proposed site in January 2015 by Brown & Gay Engineers, Inc. Since the completion of this TIA, the proposed site plan for the HEB Grocery Store has been updated to the site plan shown in **Figures 1A and 1B**, showing the ground level and second level, respectively.

The updated site plan differs from the site plan used for the January 2015 TIA in the following ways:

- **The proposed store is now 75,000 square feet compared to 70,000 square feet used in the previous TIA.** This increase in square footage results in 17 additional trips in the AM peak hour and 47 additional trips in the PM peak hour. This results in a maximum increase of 10 trips for a single movement. Due to this minimal increase in trips per movement the increase in square footage is expected to minimally change the traffic analysis from the previous TIA, no further traffic analysis was completed.
- **The proposed site now has five driveways instead of four.** The main change is the two driveways, #5 and #6, proposed along Fifth Street. These two driveways will directly enter the proposed ground level parking lot. Along with this change, Driveway #3 along Spruce Street will be removed. All traffic previously entering and exiting Driveway #3 will shift to use either Driveway #4 or Driveways #5 and #6. This shift in trips is not expected to affect either of the signalized study intersections. Although the unsignalized intersection of Fifth Street at Spruce Street will experience a slight increase in traffic, a level-of-service (LOS) A is still expected.
- **The truck access drive and docks will now be along Spruce Street instead of Fifth Street.** Since delivery trucks typically enter and exit the site outside of the peak hours this will not affect the traffic operations analysis previously completed.

- **The pharmacy drive-thru location has shifted from the north side along Spruce Street to the center of the parking lot.** This change will increase the available length the drive-thru lane has to queue, without overflowing into public right-of-way.
- **Driveway #2 along Cedar Street has shifted approximately 20 feet to the east from the previous site plan.** This shift will make the driveway more centrally located along Cedar Street and will not affect traffic operations analysis previously completed.
- **Driveway #1 along Bissonnet Street has shifted approximately 45 feet southwest from the previous site plan.** This shift aligns Driveway #1 with a north-south drive aisle that also connects with Driveway #4, allowing for better circulation. Vehicles entering the site and traveling to the second level or store level can travel straight down this drive aisle and then turn right to take the ramp up to the second level. This will result in more queueing internal to the site for Driveway #1.
- **The internal ramp that provides access from the ground level to the second level has been revised.** In the previous site plan the ramp provided access to the ground level on the south side of the site and connected to the second level on the north side of the site. Now the ramp provides access to the ground level on the north side of the site and connects to the second level on the south side of the site. This change will allow more queueing internal to the site from the main access point, Driveway #1 on Bissonnet Street.
- **A right turn lane into Driveway #1 from Bissonnet Street is not recommended.** The previous TIA recommended a right turn lane from Bissonnet Street in to Driveway #1 with 100 feet of storage and 100 foot taper. Due to the southwest shift of Driveway #1 and the direct route with available queueing to the second level access ramp, as discussed in the previous two bullet points, this right turn lane is no longer recommended.
- **The re-timing of the signal at the Bissonnet Street and S. Rice Avenue intersections is still recommended.** As the changes to the proposed site plan do not change the number of vehicles traveling through this intersection, the recommended signal re-timing is still needed. The resulting progression adjustments to the Bellaire “Triangle” traffic signal subsystem will still be recommended.

- Due to the addition and shifting of the proposed site driveways, the proposed driveway spacing is shown in Table 1.

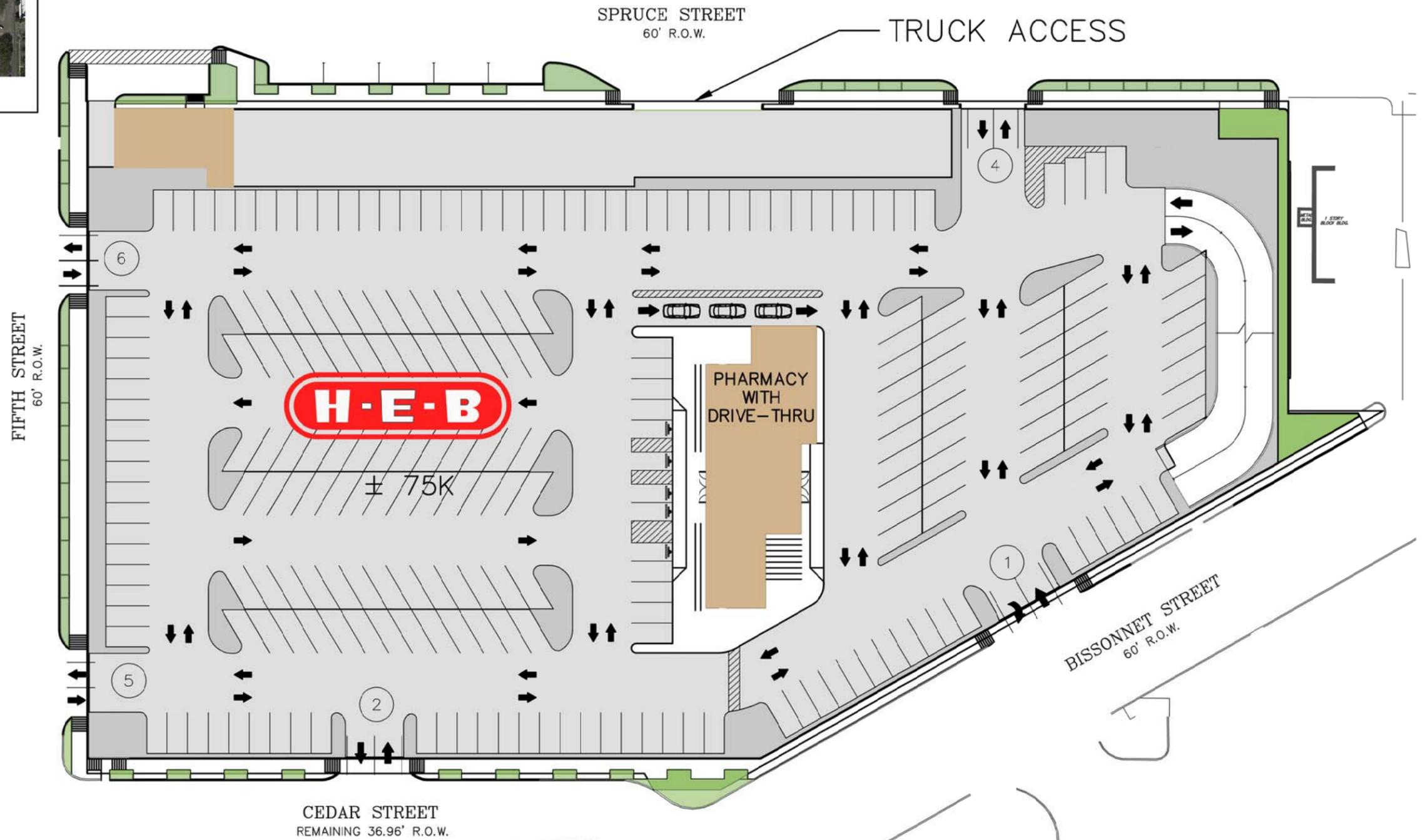
From Driveway/Roadway to Driveway/Roadway	Estimated Spacing (ft)
Along Bissonnet Street	
Rice Avenue to Driveway #1	310
Driveway #1 to Cedar Street	165
Along Cedar Street	
Bissonnet Street to Driveway #2	150
Driveway #2 to Fifth Street	135
Along Fifth Street	
Cedar Street to Driveway #5	60
Driveway #5 to Driveway #6	155
Driveway #6 to Spruce Street	80
Along Spruce Street	
Fifth Street to Driveway #4	390
Driveway #4 to Rice Avenue	289



AERIAL IMAGE
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LEGEND

PROPOSED SITE DRIVEWAY



75K

RICE & BISSONNET
Schematic Site Plan Ground Level

FIGURE 1A: GROUND LEVEL=PHARMACY & PARKING



AERIAL IMAGE
NOT TO SCALE

LEGEND

PROPOSED SITE DRIVEWAY

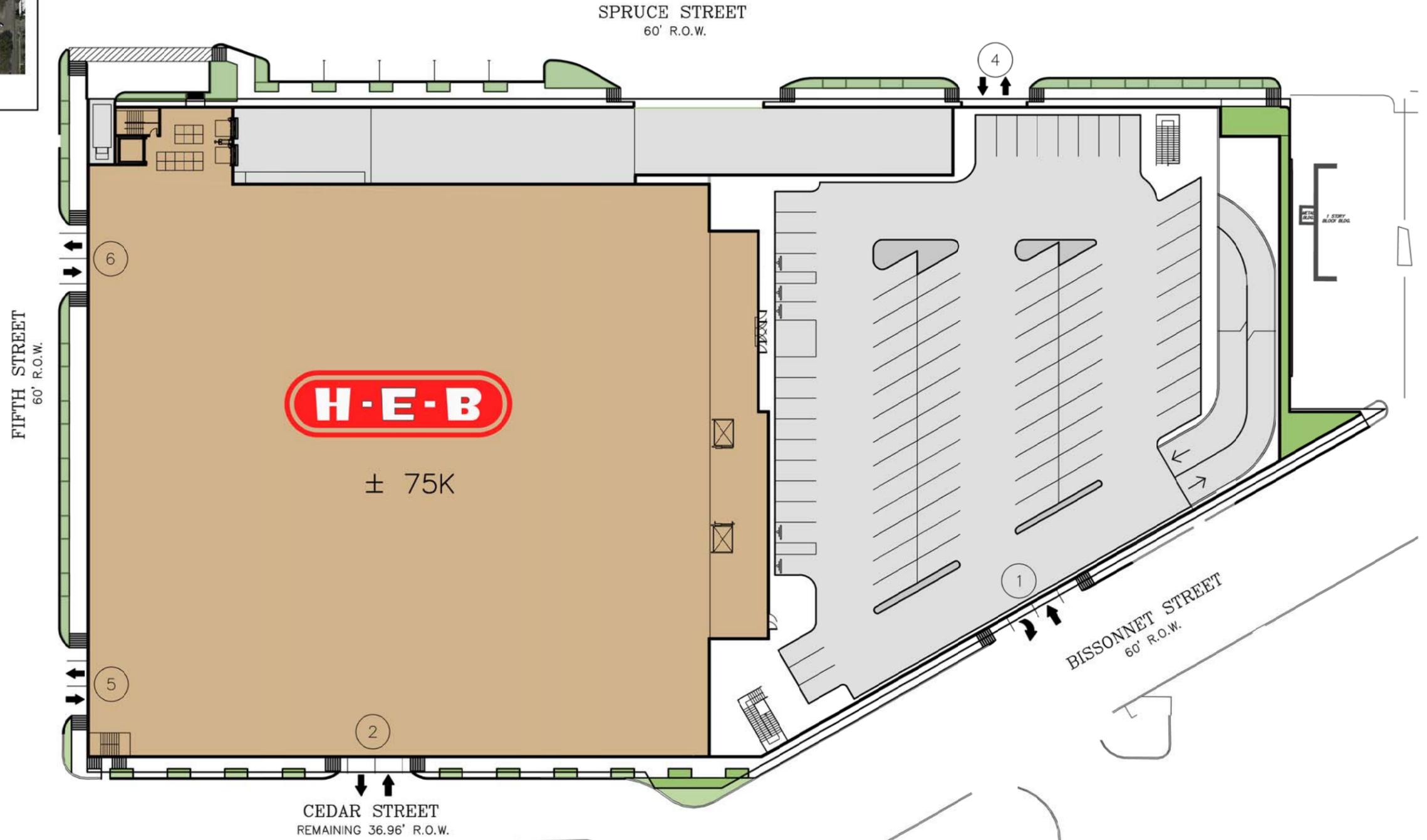


FIGURE 1B: SECOND LEVEL=STORE & PARKING

MEMO

TO: John McDonald, City of Bellaire
FROM: Colby W. Wright, P.E., PTOE
Traffic Division Manager, Jones & Carter, Inc.
DATE: July 14, 2016
RE: 5106 Bissonnet Street – HEB Development – Technical Memorandum

Jones & Carter, Inc. has reviewed the Technical Memorandum for the HEB Grocery Store on the northwest corner of Bissonnet Street at Rice Avenue. Since the completion of the TIA the proposed site plan for the development has been updated.

The report includes the removal of the recommendation in the TIA for a right turn lane from Bissonnet Street to Driveway 1 since the updated site plan includes the relocation of driveway 1 45 feet to the southwest and the internal ramp that provides access to the 2nd level has been relocated to the north side of the site.

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

- Driveway 5 on Fifth Street – Developer confirms that there should be no operational issues at this driveway due to its proximity to the Cedar Street/Fifth Street intersection.
- Driveway 1 on Bissonnet Street – Developer confirms that the new location of driveway 1 provides sufficient alignment with the existing driveway on the south side of Bissonnet Street to avoid left-turn conflicts in the existing two-way left-turn-lane on Bissonnet Street.



**CITY OF BELLAIRE
NOTICE OF PLANNING & ZONING COMMISSION PUBLIC HEARING
5106 BISSONNET STREET**

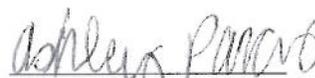
Notice of a public hearing on an application filed by Terra Associates, Inc. on behalf of HEB Grocery Company, LP, for a Planned Development Amendment, as required by Chapter 24, Planning & Zoning, Article VI, "Amendatory Procedures," Section 24-604, "Application for Planned Development Amendment," to amend PD-25 due to changes to the site plan, building size, and elevations within the re-development of the existing H-E-B grocery store site located at 5106 Bissonnet Street, in the Urban Village-Downtown (UV-D) Zoning District. Consideration of this application may occur the same night.

Purpose: A Hearing shall be held at which all persons interested in the proposed Planned Development Amendment request shall be given an opportunity to be heard.

Where: City of Bellaire Council Chambers, first floor of City Hall,
7008 South Rice Avenue, Bellaire, Texas, 77401

When: Planning & Zoning Commission Regular Meeting
6:30 PM, Tuesday, August 9, 2016

Further information concerning the application may be obtained from the Development Services Department of the City of Bellaire at 7008 South Rice Avenue, Bellaire, Texas during normal business hours.


Ashley Parcus
Development Services

To be published in the Southwest News on July 26, 2016.

HERBERT D & JOYCE HOLLOWAY
6501 S RICE AVE
BELLAIRE TX 77401-3306

COV PAN LTD
4550 POST OAK PLACE DR STE 340
HOUSTON TX 77027-3167

JERALD SCOTT & TRUST
C/O TURK INVESTMENTS LTD
3001 FONDREN RD STE A
HOUSTON TX 77063-4900

SOMCHITT S CHANG
5202 LAUREL ST
BELLAIRE TX 77401-3927

PURCELL FAMILY PTNRSH LP
715 SUNFISH ST
LAKEWAY TX 78734-4409

OCCUPANT
5012 BISSONNET ST
BELLAIRE TX 77401

OCCUPANT
6509 S RICE AVE
BELLAIRE TX 77401

OCCUPANT
6503 S RICE AVE
BELLAIRE TX 77401

OCCUPANT
6501 S RICE AVE
BELLAIRE TX 77401

OCCUPANT
5010 BISSONNET ST
BELLAIRE TX 77401

OCCUPANT
5001 LOCUST ST
BELLAIRE TX 77401

DANIEL A BREISACHER
ANGELA M PABON
6307 S RICE AVE
BELLAIRE TX 77401-3303

OCCUPANT
5006 LOCUST ST
BELLAIRE TX 77401

DANIEL D BAWDEN
5530 YARWELL DR
HOUSTON TX 77096-4012

OCCUPANT
5008 LOCUST ST
BELLAIRE TX 77401

JIMMY R STALLWORTH
3600 BUCKINGHAM DR
NACOGDOCHES TX 75965-5820

OCCUPANT
6601 S RICE AVE # 4
BELLAIRE TX 77401

WHITESTONE CAPITAL GROUP LLC
5004 CEDAR ST
BELLAIRE TX 77401-4009

OCCUPANT
6605 S RICE AVE
BELLAIRE TX 77401

5002 BELLAIRE LLC
10520 GULF FWY
HOUSTON TX 77034-1858

OCCUPANT
5002 BELLAIRE BLVD
BELLAIRE TX 77401

DECAS ENTERPRISES LP
1215 CARDINAL AVE
SUGAR LAND TX 77478-3472

OCCUPANT
5020 BELLAIRE BLVD
BELLAIRE TX 77401

JERMAR COMPANY LC
2330 HOLMES RD
HOUSTON TX 77051-1014

OCCUPANT
5103 CEDAR ST
BELLAIRE TX 77401

KELLY HARDWARE
542 CASCADE ST
BELLAIRE TX 77401-5035

OCCUPANT
6702 S RICE AVE
BELLAIRE TX 77401

OCCUPANT
5105 CEDAR ST
BELLAIRE TX 77401

OCCUPANT
5104 BELLAIRE BLVD
BELLAIRE TX 77401

WEINGARTEN NOSTAT INC
2600 CITADEL PLAZA DR STE 125
HOUSTON TX 77008-1351

KAILUANA HOLDINGS INC
159 KAILUANA LOOP
KAILUA HI 96734-1660

ENTREPRENEUR ISLAND INC
5106 CEDAR ST
BELLAIRE TX 77401-4011

SIDNEY ROBERTS
10811 GREENWILLOW ST APT 1
HOUSTON TX 77035-5043

OCCUPANT
5108 CEDAR ST
BELLAIRE TX 77401

SOUTH CENTRAL OIL
% RUSCHE DISTRIBUTING CO
555 E AIRTEX DR
HOUSTON TX 77073-6099

OCCUPANT
6512 S RICE VAE
BELLAIRE TX 77401

BGM LLC
5649 BRIAR DR
HOUSTON TX 77056-1003

OCCUPANT
6510 S RICE AVE
BELLAIRE TX 77401

OCCUPANT
5104 SPRUCE ST
BELLAIRE TX 77401

RESIDENT
5112 SPRUCE ST
BELLAIRE TX 77401

COULSON LLOYD B ET AL
MUELLER & COULSON LEASING
CRAIG S MUELLER
5118 SPRUCE ST
BELLAIRE TX 77401-3309

OCCUPANT
5118 SPRUCE ST
BELLAIRE TX 77401

GREENBRIAR CHATEAU ASSOCIATED LTD
1800 AUGUSTA DR STE 370
HOUSTON TX 77057-3185

OCCUPANT
5134 SPRUCE ST
BELLAIRE TX 77401

KATHLEEN BALLANFANT
5160 SPRUCE ST
BELLAIRE TX 77401-3309

CHARLES M & LINDA WINSTON
5101 LOCUST ST
BELLAIRE TX 77401-3320

JOSEPH J & MEREDITH E M WYZIK
5103 LOCUST ST
BELLAIRE TX 77401-3320

JAY & SUSAN LE JEUNE
5105 LOCUST ST
BELLAIRE TX 77401-3320

CYNTHIA PHAM
ROSALYN N PHAM
MELISSA DANG
5107 LOCUST ST
BELLAIRE TX 77401-3320

BRENT D LEBLANC
5109 LOCUST ST
BELLAIRE TX 77401-3320

MAXINE EPSTEIN
5111 LOCUST ST
BELLAIRE TX 77401-3320

CURRENT OWNER
5113 LOCUST ST
BELLAIRE TX 77401-3320

BURDETTE W KEELAND
5252 WESTCHESTER ST STE 170
HOUSTON TX 77005-4144

RESIDENT
5115 LOCUST ST
BELLAIRE TX 77401

GUADALUPE C QUINTANILLA
118 PAMELLIA DR
BELLAIRE TX 77401-3712

RESIDENT
5117 LOCUST ST
BELLAIRE TX 77401

ANGELO D PARAMESWARAN
RAGHU PREEYA
5119 LOCUST ST
BELLAIRE TX 77401-3320

GUADALUPE C QUINTANILLA
120 PAMELLIA DR
BELLAIRE TX 77401-3712

RESIDENT
5121 LOCUST ST
BELLAIRE TX 77401

DAVID & NANCY LONCARICH
5123 LOCUST ST
BELLAIRE TX 77401-3320

JONATHAN C VILLARREAL
5125 LOCUST ST
BELLAIRE TX 77401-3320

KENNETH & DAPHNE JETT
5201 LOCUST ST
BELLAIRE TX 77401-3322

STEVEN GOLDBERGER
5203 LOCUST ST
BELLAIRE TX 77401-3322

PAUL & JULIA ATHA
5207 LOCUST ST
BELLAIRE TX 77401-3322

RESIDENT
5205 LOCUST ST
BELLAIRE TX 77401

JOSEPH E & MARIAN C IVES
5209 LOCUST ST
BELLAIRE TX 77401-3322

GUADALUPE DELEON
5211 LOCUST ST
BELLAIRE TX 77401-3322

MICHAEL HOMES SOUTHWEST LP
1330 AUGUSTA DR STE 20
HOUSTON TX 77057-2490

RESIDENT
5213 LOCUST ST
BELLAIRE TX 77401

SIDNEY S SMITH
5215 LOCUST ST
BELLAIRE TX 77401-3322

CURRENT OWNER
5200 LOCUST ST
BELLAIRE TX 77401

JEREMY Y & JANE H JONES
5202 LOCUST ST
BELLAIRE TX 77401-3323

DIANNA ARCHER
PO BOX 2602
BELLAIRE TX 77402-2602

RESIDENT
5204 LOCUST ST
BELLAIRE TX 77401

JEFFREY J & PAMELA S PHILLIPS
5206 LOCUST ST
BELLAIRE TX 77401-3323

GREGORY B & KATHRYN L PALMER
5210 LOCUST ST
BELLAIRE TX 77401-3323

BRUCE & GRETCHEN HALL
5208 LOCUST ST
BELLAIRE TX 77401-3323

CLAUSE-CAMPISE LLC
PO BOX 406
BELLAIRE TX 77402-0406

RESIDENT
5200 SPRUCE ST
BELLAIRE TX 77401

VILLAREAL PARTNERSHIP IV
4803 SPRUCE ST
BELLAIRE TX 77401-4024

RESIDENT
5202 SPRUCE ST
BELLAIRE TX 77401

VILLAREAL PARTNERSHIP IV LLC
4313 DOROTHY ST
BELLAIRE TX 77401-5608

RESIDENT
5204 SPRUCE ST
BELLAIRE TX 77401

5210 LIMITED PARTNERSHIP
133 WHIPPLE DR
BELLAIRE TX 77401-5338

RESIDENT
5210 SPRUCE ST
BELLAIRE TX 77401

JOHN USELTON
5216 SPRUCE ST
BELLAIRE TX 77401-3311

STEPHEN & CATHY R KUPER
5102 LOCUST ST
BELLAIRE TX 77401-3321

ANITA V KUSNOOR
LULLA PREMAL D
5104 LOCUST ST
BELLAIRE TX 77401-3321

CYNTHIA DENMAN
5106 LOCUST ST
BELLAIRE TX 77401-3321

TODD YOMTOV
5108 LOCUST ST
BELLAIRE TX 77401-3321

STELLA GUTIERREZ
4002 SWALLOW TAIL WAY
RICHMOND TX 77469-2102

RESIDENT
5110 LOCUST ST
BELLAIRE TX 77401

JANE & GARY P SR MCNEEL
5112 LOCUST ST
BELLAIRE TX 77401-3321

ROBERT & MARGARET NEWHOUSE
5114 LOCUST ST
BELLAIRE TX 77401-3321

JENNIFER & JOHN DEL TATTO
5116 LOCUST ST
BELLAIRE TX 77401-3321

JOHN ANAIPAKOS
SEVA PAPAGEORGE MD
5118 LOCUST ST
BELLAIRE TX 77401-3321

4419 LIMITED PARTNERSHIP
5210 SPRUCE ST
BELLAIRE TX 77401-3311

ME CRAWFORD FAMILY PROPERTY
MANAGEMENTLLC
4411 WINDSAIL CT
MISSOURI CITY TX 77459-1616

RESIDENT
5122 LOCUST ST
BELLAIRE TX 77401

DONALD E HAUSER
5124 LOCUST ST
BELLAIRE TX 77401-3321

BELLAIRE SC DEVELOPMENT LLC
4545 BISSONNET ST STE 100
BELLAIRE TX 77401-3000

OCCUPANT
5122 BISSONNET ST
BELLAIRE TX 77401

NEW TRIANGLE BELLAIRE LLC
5438 ARIEL ST
HOUSTON TX 77096-2235

OCCUPANT
5202 BELLAIRE BLVD
BELLAIRE TX 77401

CITIZENS NATIONAL BK OF BELLAIRE
% BOK CRES BTC-3S
PO BOX 2300
TULSA OK 74102-2300

OCCUPANT
5217 CEDAR ST
BELLAIRE TX 77401

DONALD P MAFRIGE JR
6633 HILLCROFT ST STE 206
HOUSTON TX 77081-4894

OCCUPANT
5213 CEDAR ST
BELLAIRE TX 77401

5001 BISSONNET LP
4545 BISSONNET ST STE 100
BELLAIRE TX 77401-3000

OCCUPANT
5001 BISSONNET ST
BELLAIRE TX 77401

OCCUPANT
5000 CEDAR ST
BELLAIRE TX 77401

SAGSTEX INVESTMENTS LP
5208 BISSONNET ST
BELLAIRE TX 77401-3910

OCCUPANT
5212 BISSONNET ST
BELLAIRE TX 77401

OCCUPANT
5200 BISSONNET ST
BELLAIRE TX 77401

KAPLAN JAY TRUSTEE
PO BOX 56783
HOUSTON TX 77256-6783

OCCUPANT
5214 BELLAIRE BLVD
BELLAIRE TX 77401

BELLAIRE BISSONNET LT D
4295 SAN FELIPE ST STE 316
HOUSTON TX 77027-2915

OCCUPANT
5212 BELLAIRE BLVD
BELLAIRE TX 77401

LARRY L JANUARY
530 FOX BRIAR LN
SUGAR LAND TX 77478-3719

OCCUPANT
5210 BISSONNET ST
BELLAIRE TX 77401

OCCUPANT
5208 BISSONNET
BELLAIRE TX 77401

COM FOR CARE INC
PO BOX 106
BELLAIRE TX 77402-0106

OCCUPANT
5217 SPRUCE ST
BELLAIRE TX 77401

OCCUPANT
5215 SPRUCE ST
BELLAIRE TX 77401

5213 SPRUCE STREET LIMITED LIABILITY
21922 ROYAL MONTREAL DR
KATY TX 77450-5142

OCCUPANT
5213 SPRUCE ST
BELLAIRE TX 77401

OCCUPANT
5211 SPRUCE ST
BELLAIRE TX 77401

SPRUCE PLACE INC
4907 WELFORD DR
BELLAIRE TX 77401-5335

OCCUPANT
5201 SPRUCE ST
BELLAIRE TX 77401

OCCUPANT
5205 SPRUCE ST
BELLAIRE TX 77401

HEMPEL USA INC
600 CONROE PARK NORTH DR
CONROE TX 77303-2207

OCCUPANT
5202 CEDAR ST
BELLAIRE TX 77401

MARK C FRNKA
5200 CEDAR ST
BELLAIRE TX 77401-3915

OCCUPANT
5204 CEDAR ST
BELLAIRE TX 77401

OCCUPANT
5220 CEDAR ST
BELLAIRE TX 77401

OCCUPANT
215 N 5TH ST
BELLAIRE TX 77401

KANTI R VALA
PO BOX 1304
BELLAIRE TX 77402-1304

OCCUPANT
5236 CEDAR ST
BELLAIRE TX 77401

WOLFIES SWIM SCHOOL LLC
5230 CEDAR ST
BELLAIRE TX 77401-3915

SOCIETY OF ST VINCENT DE PAUL
ARCHDIOCESE OF GALVESTON-
HOUSTON
2403 HOLCOMBE BLVD
HOUSTON TX 77021-2023

CENTRO NP HOLDINGS 12 SPE LLC
3901 BELLAIRE BLVD
HOUSTON TX 77025-1100

TERRA ASSOCIATES, INC.
1445 NORTH LOOP WEST STE 450
HOUSTON TX 77008



CITY OF BELLAIRE
DEPARTMENT OF COMMUNITY DEVELOPMENT

Affidavit of Posting

Table with 2 columns: Field Name and Value. Fields include Applicant (Andrew D. Garza, E.I.T.), Posting location address (5106 Bissonnet, Bellaire, Texas 77401), Type of Request (Planned Development Ammendment), and Date Sign(s) posted (08/19/16).

By my signature below, I acknowledge that I am aware of the requirements of the Code of Ordinances of the City of Bellaire, Sec. 24-611. Required Notification Signs. I further affirm that I did personally install or directed to be installed 4 sign(s) as required by Sec.24-611 and that such sign(s) were posted a minimum of fifteen (15) days prior to the public hearing date set for my request, and that the sign(s) posted meet(s) all requirements set forth within the Section.

I hereby submit the attached photo(s) of the required sign(s) as supporting documentation as required.

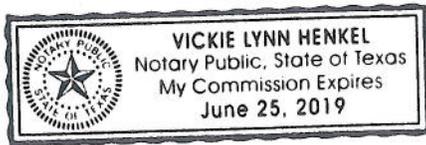
08/24/16
(Date)

[Signature]
(Applicant's Signature)

STATE OF TEXAS §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Andrew D. Garza, the affiant who, after being duly sworn on oath, deposed and states the facts herein set forth are true and correct/

Sworn to and subscribed before me on this the 24 day of August, 2016.



[Signature]
Notary Public, State of Texas

**HEB at 5106 Bissonnet
Bellaire, Texas 77401**

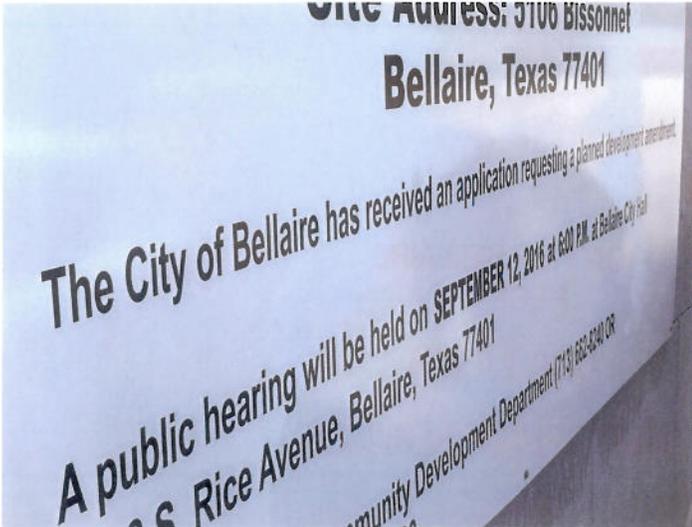


Figure 1



Figure 2

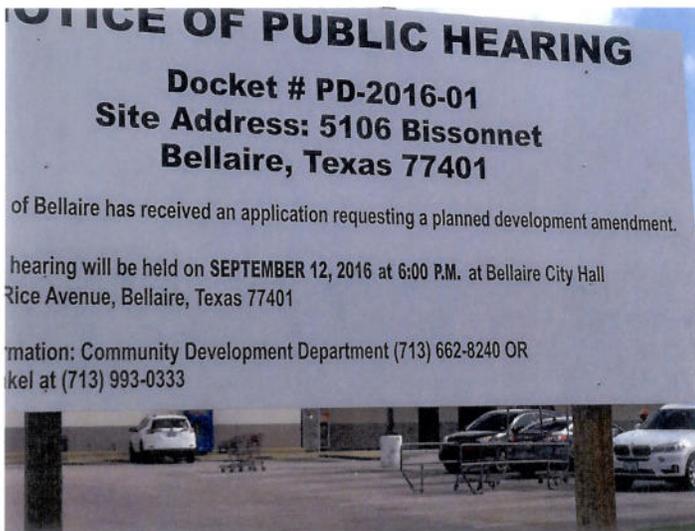


Figure 3

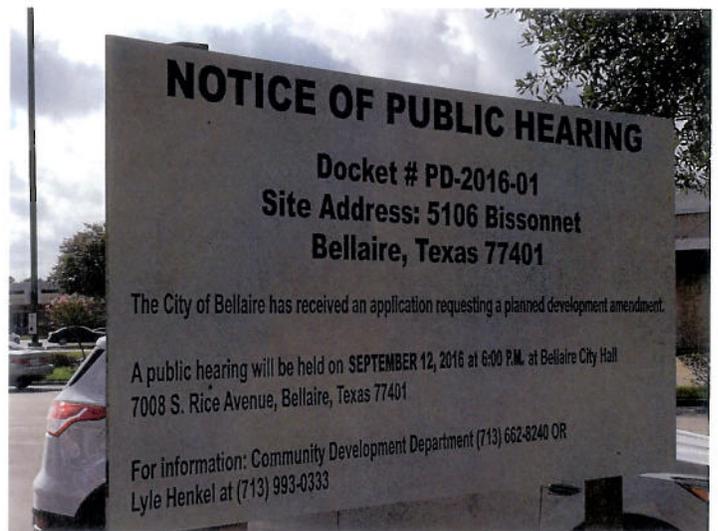


Figure 4

Planning and Zoning Commission

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



Meeting: 08/09/16 06:00 PM
Department: Development Services
Category: Public Hearing
Department Head: John McDonald
DOC ID: 1984

SCHEDULED ACTION ITEM (ID # 1984)

Item Title:

B. Docket #PD 2016-01-Public Hearing on an application filed by Terra Associates, Inc., on behalf of HEB Grocery Company, LP, for a Planned Development Amendment, as required by Chapter 24, Planning & Zoning, Article VI, "Amendatory Procedures," Section 24-604, "Application for Planned Development Amendment," to amend PD-25 due to changes to the site plan, building size, and elevations within the re-development of the existing H-E-B grocery store site located at 5106 Bissonnet Street, in the Urban Village-Downtown (UV-D) Zoning District.

Background/Summary:

On June 15, 2015, City Council, based on a recommendation from the Planning and Zoning Commission, approved PD-25, HEB Bellaire, permitting the redevelopment of the existing multi-tenant shopping center to a new two-story single-use grocery store.

HEB has continued to develop the site plan as has applied to amend the approved planned development based on the further refined concept.

Appendix 6 within the amended application addresses and further defines the specifics of the proposed changes. These include:

- Increase in store size from 70,000 sf to 75,000 sf;
- Addition of new entry way (from four to five driveways) and shifting of some locations;
- Delivery truck access now off Spruce (previously on Fifth Street side); and
- Changes to first floor internal site plan (relocation of pharmacy drive-thru and ramp revisions).

Additionally, HEB has progressed on the design of the store and has included new elevations. The exterior look may continue to be minimally altered as required through final building plan phase.

Representatives of Terra Associates and HEB will present the changes and be available for any questions.

Site Details

Property Owner: Centro NP Holdings 12 SPE, LLC
Applicant: Terra Associates, Inc., on behalf of HEB Grocery Company

Location: 5106 Bissonnet Street

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

Current Zoning: PD-25, HEB Bellaire

Requested Zoning: Amendment to PD-25, HEB Bellaire

Updated: 8/5/2016 3:24 PM by John McDonald

Page 1

Notice Information**Owners of property and Tenants within 500 feet:** 142 letters mailed**Notification letters mailed:** July 28, 2016**Legal Notice published:** July 26, 2016**Notification Signs Posted:** July 22, 2016**Adjacent Base Zoning and Land Uses****Direction:** North**Current Base Zoning:** UVD**Current Land Use:** Commercial**Direction:** East**Current Base Zoning:** UVD**Current Land Use:** Commercial**Direction:** South**Current Base Zoning:** UVD**Current Land Use:** Commercial**Direction:** West**Current Base Zoning:** UVD**Current Land Use:** Commercial**Transportation****Thoroughfare:** Bissonnet Street**Existing Character:** Arterial; two lanes in each direction with turning lane; no sidewalk**Proposed Changes:** Plan includes six-foot wide sidewalk along Bissonnet**Thoroughfare:** Cedar Street, 5th Street, and Spruce Street**Existing Character:** Local Streets; one lane in each direction; no sidewalks**Proposed Changes:** Plan calls for sidewalks (approximately 9-10 feet) along all streets.**Public Transit:** No stops in the immediate vicinity of this location.**Traffic Impact:** The Traffic Impact Analysis (TIA) was updated based on the proposed changes and submitted to the City's Traffic Engineer for review and comment. A copy of his response is included in the packet. HEB has considered all recommendations made and they will be implemented during construction to include the retiming of the traffic signal at the intersection of S. Rice Ave and Bissonnet.**Parking:** Off-street vehicle parking requirements for a Grocery Store are 5 spaces per 1,000 square feet of gross leasable space. Based on the proposed internal layout, 297 parking spaces will be required. HEB will provide 312 spaces, an increase of five percent. Five spaces are also proposed as parallel parking spaces along the adjacent right-of-way, but this number may increase based on further review and consultation with Public Works.**Utilities****Water:** Public Works recommends that the new water tap for this location go to the 12-inch water main located in the north side of Spruce Street. This will be addressed at the building permit review stage.**Wastewater:** No issues.

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

Public Safety

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

Signs

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

COMMENTS - Current Meeting:

Prior to the start of the public hearing, Commissioner Mike Axelrad recused himself and stepped down from the dais.

ATTACHMENTS:

- 2016.08.01 PD Amendment (PDF)
- HEB PD Comments (PDF)
- 5106 Bissonnet St TIA Memo2 (PDF)

CITY OF BELLAIRE
RECEIVED

AUG 02 2016

DEVELOPMENT SERVICES

August 1, 2016

Mr. John McDonald, MPA
Development Services Director
City of Bellaire
7008 S. Rice Ave.
Bellaire, TX 77401

**RE: Proposed Amendment to PD-25 Located at 5106 Bissonnet
PD Comments**

Mr. McDonald:

This letter is in response to the comments received on July 26, 2016 which contained review comments relative the PD Amendment to serve the above referenced project prepared by Terra Associates. We offer the following responses to your comments in **blue**.

1. Sidewalks
 - a. What are the proposed widths for each of the sidewalks around the proposed HEB? Bissonnet needs to be six feet wide at minimum. **See revised Appendix 3 for sidewalk widths. Bissonnet revised to have a 6' clear width.**
 - b. Please provide cross-sections detailing sidewalks/landscaping. **Sidewalk cross sections included in drawings Appendix 3 and 4.**
 - c. Detail clear pedestrian access through parking levels as well as from entry points to building. **See revised drawings Appendix 3.**
 - d. Sidewalks need to have clear marking on pavement and signage at parking lot ingress/egress points. **See revised drawings Appendix 3**
2. Downspouts on west side of building (Fifth Street).
 - a. Why can these not run interior to the building or siding? **Due to the structural foundation along the perimeter, it may not be feasible run internally. Will continue to explore this option.**
 - b. Include in cross-section of sidewalk how much you would propose downspouts reaching into ROW. **Downspouts will allow for 7.5' of clearance. Will only protrude 6" into 5th St. ROW. Approx a total of 10 downspouts**
3. Signs.
 - a. Are all exterior signs displayed on elevations? **Yes**
4. Design Standards.
 - a. Landscaping.
 - i. Trees at 30 foot center in grade tree wells. Include in cross-section. **See revised drawings Appendix 3 centered at 25'.**
 - b. Screening of dumpsters.
 - i. Where will dumpsters/recycling be placed? **There is one trash compactor in the Northwest corner. There are no dumpsters or recycling bins.**
 - c. Building Materials

- i. Ratio of accent materials to main material? **See Appendix 4 for Material Calculations update**
 - ii. How far does the awning project over the sidewalk? **2'-8" -See sidewalk cross-section Appendix 4**
 - iii. Openings to parking lot "windows" need decorative grills. **The lower level of the parking area has openings throughout to provide as much natural light and clear visibility into the garage area as possible. Our primary concern in design of the garage is providing the highest level of safety for the community, customers and our partners. Visibility is critical to the garage being safe.**
- d. Exterior lighting
 - i. Do you propose any exterior lighting on the building, and if so, where? **Exterior lighting is shown on the revised elevations. Appendix 4**
 - ii. Lighting of upper deck of parking lot? **See revised second floor plan and photometrics plan Appendix 3.**
- e. Mechanical Equipment
 - i. Where do you foresee the placement of mechanical equipment and how will it be screened? **Primary mechanical equipment is located on the roof. Equipment is fully screened from street view by parapet walls and roof mounted metal screens. Screen color matches masonry. Secondary equipment is located within the ground level garage.**
- f. Utility lines
 - i. Current utility poles behind the HEB and shopping center are to be removed. Utility lines to enter building off spruce street as close as possible to eastern side. **Will coordinate with utility companies and design team.**
- g. Visual Interest
 - i. Need 16 foot breaks in materials in building. Please review Spruce side, especially second story. **Spruce street elevation is revised. Breaks are provided by material changes and scorelines.**

Please see the Proposed Development section of the report for PD revisions.

Respectfully,


 Lyle Henkel, P.E.
 President



CITY OF BELLAIRE

Planning and Zoning Commission

August 16, 2016

To: Mayor and City Council
 From: Winfred Frazier, Chairman, Planning & Zoning Commission
 CC: John McDonald, Director of Community Development
 Subject: Report and Recommendation on an application for a Planned Development Amendment to PD-25 for HEB Grocery Company, LP.

On Tuesday, August 9, 2016, the Planning & Zoning Commission held a public hearing for the purpose of reviewing an application submitted by Terra Associates, on behalf of H-E-B Grocery Company, LP, on a request to amend PD-25 due to changes to the site plan, building size, and elevations within the re-development of the existing H-E-B grocery store site located at 5106 Bissonnet Street.

Notifications regarding the public hearing were mailed out to all addresses within 500 feet of the property. Any and all persons desiring to be heard in connection with the Planned Development Application were invited to speak before the Commission. Four residents spoke during the public hearing. Questions/concerns included:

- The ingress and egress of the truck loading dock
- The loss of trees on Bissonnet Street
- Flooding on the streets surrounding H-E-B
- Flow of traffic and parking in the area surrounding H-E-B

Questions/Concerns from the Commission included:

- The ingress and egress of the truck loading dock
- Inadequate drainage on the streets surrounding H-E-B
- The loss of trees on Bissonnet Street
- Parking for employees and during construction
- The location of the pedestrian entrance into the store

RECOMMENDATION

On the same night, and after due consideration and discussion, the Commission found that the application was consistent with the criteria and standards set forth in Section 24-604 of the City of Bellaire Code of Ordinances, and voted 5-0 to recommend approval of the Planned Development Amendment to City Council.

VOTE OF THE COMMISSION

Members Present and voting FOR this recommendation to City Council:
 Win Frazier, Lynne Skinner, Marc Steinberg, Dirk Stiggins, Bill Thorogood

Members present and voting AGAINST this recommendation to City Council:

None.

Members Absent:

Jonathan Saikin

Members recused from voting:

Mike Axelrad

A handwritten signature in black ink, appearing to read "Tim Frazier". The signature is written in a cursive style with a long horizontal stroke at the end.

**Planning and Zoning Commission-August 9, 2016
Draft Minutes**

B. Docket #PD 2016-01-Public Hearing on an application filed by Terra Associates, Inc., on behalf of HEB Grocery Company, LP, for a Planned Development Amendment, as required by Chapter 24, Planning & Zoning, Article VI, "Amendatory Procedures," Section 24-604, "Application for Planned Development Amendment," to amend PD-25 due to changes to the site plan, building size, and elevations within the re-development of the existing H-E-B grocery store site located at 5106 Bissonnet Street, in the Urban Village-Downtown (UV-D) Zoning District.

Prior to the start of the public hearing, Commissioner Mike Axelrad recused himself and stepped down from the dais.

1. Presentation by the Applicant

John Rose, H-E-B-Mr. Rose informed the Commission and the public that they have spent a lot of time trying to finalize the design of the building, and that the design that they ended up with required an additional public hearing and approval from the Planning and Zoning Commission and City Council. He explained that the most significant change was with the relocation of the truck unloading dock.

Jeffrey , **Architect for H-E-B-**Mr. went over the products being used on the building, as well as the architectural features that will be utilized. He stated that it will be mainly a masonry building, but will be integrated with some stone and stone pattern, as well as paneling systems and green screens with vines to accent the buildings entrances. He mentioned that there will be red accents incorporated as well.

Lyle Henkel, Terra Associates-Mr. Henkel explained the changes that were made to the site plan, which include:

1. The addition of a new entry way, which increases the number of driveways from 4 to 5
2. The relocation of the delivery truck access to Spruce Street
3. Changes to the first floor internal site plan (relocation of the pharmacy drive-through and ramp revisions, as well as 60 degree parking rather than 90 degree)
4. The addition of a 6 foot sidewalk along Bissonnet Street, which caused the deletion of the trees along the street

Mr. Rose reiterated that the biggest change, which led to the need for an additional public hearing, was the relocation of the truck access from the west side of the building to the north side of the building. He stated that they have added features and screening that will prevent anyone from seeing the trucks when they are in the docking area. Mr. Rose stated that the feels as though this a big improvement to the site plan. He also mentioned that the parking lot now flows a lot easier and that the 60 degree parking will help with that flow as well.

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2. Staff Findings

John McDonald, Director of Development Services-Mr. McDonald informed the public and the Commission that on June 15, 2015 City Council, based on a recommendation from the Planning and Zoning Commission, approved PD-25, H-E-B Bellaire, permitting the re-development of the existing multi-tenant shopping center to a new two story, single-use grocery store with H-E-B as the tenant. He stated that as seen in the presentation, H-E-B has continued to revise the site plan, and has applied to amend the approved planned development based on this further refined concept. Mr. McDonald informed the Commissioners that in their packets, they saw that those amended changes include an increase in the size of the store from 70,000-75,000 square feet, the relocation of the truck access, which allowed for a new entry way, increasing the number of driveways from 4 to 5, as well as changes to the internal site plan. He stated that additionally, as shown in the pictures provided by H-E-B, they have also revised the design of the store, including new elevations which more closely define and meet the requirements of the development standards for buildings within the UV-D Zoning District. Mr. McDonald stated that nothing has changed with regard to the background information that the Commission was provided beforehand. He added that 142 letters were sent to all properties within 500 feet of the existing site, and that the City also met the requirements for the published legal notice and signs posted on site. Mr. McDonald informed the Commission that the Traffic Impact Analysis (TIA) was updated based on the new plan, and was reviewed by the City's traffic engineer, Jones and Carter. He stated that they did make additional comments, which will be incorporated with the comments regarding internal circulation and re-timing of the traffic signal at Rice and Bissonnet from the review of the previous site plan. Mr. McDonald stated that while they have reduced the number of parking spaces from the site plan that was originally submitted, it still exceeds the number required within the code. Additionally, he mentioned that there will be no changes made to utilities or drainage, however, they will have to mitigate for any increase in lot coverage size, compared to what is there now. Mr. McDonald stated that there are no additional fire or police comments at this time, and that the sign schedule and plan has been included in the agenda packet, as requested.

3. Public Comments

- i. **Persons at the meeting who have indicated their desire to address the Commission by submitting the form provided shall have three (3) minutes each to present comments concerning the Application. If a speaker wishes to yield their time to another speaker, a total of six (6) minutes will be allotted for their comments. The speaker's form must indicate to whom the time is being yielded. If additional time is not yielded, the time may be extended to five (5) minutes at the discretion of the Chair.**

The following members of the public spoke regarding the application:

Craig Mueller
 Pat McLaughlan
 Paul Miller
 Lynn McBee

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Concerns from these residents included:

- Ingress and egress of the trucks into the loading dock (encroachment onto other properties & exiting through the neighborhood)
- Flooding/drainage on the streets surrounding H-E-B
- The deletion of trees along Bissonnet Street
- Change in parking or flow of traffic that would negatively impact surrounding businesses, specifically Jax Grill

4. Response of the Applicant

Mr. Rose stated that H-E-B would work closely with Public Works and the City to see what can be done regarding the drainage, as well as the truck turning radius. He also mentioned that the re-development of the site should not interfere with the parking for Jax Grill, as that is beyond their property line.

Jeffrey then explained that the trucks will come in on Spruce Street, pull into the docking area and back up the ramp to unload. He stated that they will then be able to drive straight out and should not be encroaching on any other property, or exiting through the neighborhoods.

Mr. Rose pointed out that this design gets the trucks completely off of the street as well.

5. Questions from the Commission

Commissioner Thorogood mentioned the deletion of the trees and stated that anything they could do to add some greenery to Bissonnet Street would be greatly appreciated. He also was concerned by the pedestrian access and asked if they would have to walk through the parking lot to get into the store.

Jeffrey stated that they have added the green screens to the side of the building for that reason, and that they would look into possibly incorporating some additional greenery in that area. He added that pedestrians would have to walk through the parking lot in order to access the entrance, and that the reasoning behind that is strictly the design and flow of the store. He also mentioned that there is an ADA accessible route that is a shared entrance into the building.

Commissioner Thorogood stated that anything that could be done to note that as pedestrian entry as well would be beneficial.

Commissioner Skinner asked where employee parking would be located.

Mr. Rose explained that employee parking would be more of an internal operations issue which would be handled at a later time, but that H-E-B is very mindful of those types of things, as they realize that issues of that nature can make or break your customer base.

Commissioner Skinner asked if they have trucks that arrive to unload at all hours of the day, and where/how do they turn around.

Mr. Rose explained that they do have trucks that arrive throughout the day, as well as at night once the store is already closed. He stated that they do, however, try their best to schedule them where they are not all arriving at the same time. Mr. Rose also reiterated

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that they should not be exiting through the neighborhoods and/or u-turning, and that they will do what they need to in order to address those concerns.

Vice Chairman Stiggins was concerned that construction would negatively impact the surrounding neighborhood and asked how that will be handled.

Mr. Rose stated that they will do their best to police the situation as much as possible and assured the Commission that they will follow all of the City's ordinances with regard to construction.

Commissioner Steinberg was also concerned about the routes that the trucks were taking and asked Mr. Rose if they would be opposed to the City installing "No U-Turn" signs where necessary.

Mr. Rose stated that they would be happy to work with the City to see what actions need to be taken.

Mr. McDonald explained that the City does not regulate truck flow. He also mentioned that the trucks cannot turn left out of the loading dock onto Spruce Street.

Chairman Frazier reiterated the importance of taking a look at the trucks' turning radius. He also asked how they plan to address the issues of security and lighting on the site.

Mr. Rose stated that the parking garage will be painted all white and will be an additional 5 feet in height compared to normal parking garages. He explained that in their experience, the bright color and additional height provide for a more open, visible, and safe environment for the customers. He added that as far as security personnel, that would be another internal operations decision that would be made once the store has been opened.

Commissioner Thorogood asked for clarification that the trucks unload on the 2nd level.

Mr. Rose confirmed that the big trucks will take a ramp up to the 2nd level to unload, whereas the smaller trucks will park on the first level and will use the elevator to bring the products up to the 2nd level.

Chairman Frazier mentioned that he was also concerned about the drainage issues in the area and encouraged Mr. Rose to see what could be done to help alleviate the problem.

Mr. McDonald and Mr. Rose assured the Commission that Development Services would work with H-E-B and Public Works to see what options there are.

6. Invitation for Written Comments, if applicable

Chairman Frazier explained that the Commission will be taking action on the item during the same meeting, so no additional written comments will be accepted.

7. Closure of the Public Hearing

The public hearing was closed at 8:06 PM.

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

2. **Consideration of an application filed by Terra Associates, Inc., on behalf of HEB Grocery Company, LP, for a Planned Development Amendment, as required by Chapter 24, Planning and Zoning, Article VI, "Amendatory Procedures," Section 24-604, "Application for Planned Development Amendment," to amend PD-25 due to changes to the site plan, building size, and elevations within the re-development of the existing HEB grocery store site located at 5106 Bissonnet St, in the Urban Village-Downtown (UV-D) Zoning District, and to approve the Commission's Report and Recommendation to City Council.**

Commissioner Thorogood mentioned that it was very obvious that the Commission is still concerned with the ingress/egress of the trucks into the loading dock, as well as the drainage issues surrounding the site. He asked that the Commission's Report and Recommendation to City Council reflect those concerns.

Chairman Frazier and staff assured him that those concerns would be included in the report.

Chairman Frazier then asked about the parking agreement for Jax Grill and if the redevelopment of this site would affect it in any way.

Mr. McDonald explained that he is not aware of the history of how the agreement came about, but that as far as the City and H-E-B are concerned this will not impact the parking at that site.

RESULT:	APPROVED [5 TO 0]
MOVER:	Bill Thorogood, Commissioner
SECONDER:	Marc Steinberg, Commissioner
AYES:	Frazier, Thorogood, Steinberg, Stiggins, Skinner
ABSENT:	Saikin
RECUSED:	Axelrad

Mayor and Council

7008 S. Rice Avenue
Bellaire, TX 77401



Meeting: 09/12/16 06:00 PM
Department: City Manager's Office
Category: Presentation
Department Head: Paul A. Hofmann
DOC ID: 1923

**SCHEDULED
ACTION ITEM (ID # 1923)**

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 Council7008 S. Rice Avenue
Bellaire, TX 77401Meeting: 09/12/16 06:00 PM
Department: Finance Administration
Category: Truth-In-Taxation
Department Head: Terrence Beaman
DOC ID: 2000**SCHEDULED
ACTION ITEM (ID # 2000)****Item Title:**

Presentation, consideration, and acceptance of the submittal of the "Certified 2016 Tax Roll and the 2016 Property Tax Rates in the City of Bellaire, Texas" - Presented and submitted by Terrence Beaman, Chief Financial Officer.

Background/Summary:

In accordance with Section 26.04 of the Texas Property Tax Code, the following items are presented for Council consideration.

Appraised Value	\$5,971,841,248
Total Exemptions	1,425,139,320
Total Taxable Value	4,546,701,928
Total Taxable Value of New Property	103,843,569
Total Taxable Value of Annexed Property	3,543,882

(Annexation value may include property added to your jurisdiction as the result of boundary adjustments in the GIS system and/or jurisdiction code corrections.)

Total Uncertified	\$255,408,384
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(Uncertified values consist of properties currently under protest; properties that haven't been valued as of date of certification; and properties that have been noticed but yet to reach the 30 day period to protest prior to the certification date.)

Calculated Effective Tax Rate	\$0.3665/\$100
Calculated Rollback Tax Rate	\$0.3924/\$100

Previous Council Action Summary:

n/a

Fiscal Impact**Recommendation:**

CFO recommends acceptance of the submitted 2016 Tax Roll and the calculated Effective Tax Rate and Rollback Tax Rate.

ATTACHMENTS:

- Agenda 9-12-16 back up (XLSX)
- certification_assessors_letter_2_052 (PDF)

City of Bellaire
Comparative Information from Certified Tax Rolls*
Tax Year 2016 vs. 2015

Description	Tax Year 2016	Tax Year 2015	% Change Current vs. Prior
Total Appraised Value	5,971,841,248	\$ 5,327,093,885	12.10%
Total Exemptions	(1,425,139,320)	(1,266,062,584)	12.56%
Total Taxable Value on Certified Roll (1)	4,546,701,928	4,061,031,301	11.96%
Total Taxable Value Under Protest or Not Certified (2)	255,408,384	459,542,279	-44.42%
Total Taxable Value (including estimates)	<u>\$ 4,802,110,312</u>	<u>\$ 4,520,573,580</u>	6.23%
 (1) Includes the following values:			
Total Taxable Value of New Property	103,843,569	101,823,113	1.98%
Total Taxable Value of Annexed Property	3,543,882	967,537	266.28%
		102,790,650	-100.00%
 (2) Includes the following <u>estimated</u> values:			
Taxable Value of Properties Under Protest	186,739,291	397,081,814	-52.97%
Taxable Value of Properties Not Certified	68,669,093	64,460,465	
 Number of Residential Units - Single Family (3)			
	6,199	6,192	0.11%
 Average Appraised Value per Residential Unit (3)			
	843,265	787,436	7.09%
 Average Taxable Value per Residential Unit (3)			
	663,222	619,566	7.05%
 (3) Includes certified <u>and</u> uncertified numbers			
 Effective Tax Rate (per \$100)			
	0.3665	0.3600	1.81%
 Rollback Rate (per \$100)			
	0.3924	0.3805	3.13%
 Maximum Tax Rate before Notices & Public Hearings			
	0.3665	0.3600	1.81%

*Certified Rolls provided by Harris County Appraisal District (HCAD)

Attachment: Agenda 9-12-16 back up (2000 : 2016 Tax Roll & Truth in Taxation Calculations)

HARRIS COUNTY APPRAISAL DISTRICT
HOUSTON, TEXAS

THE STATE OF TEXAS, }
COUNTY OF HARRIS. }

2016
CERTIFICATION OF APPRAISAL ROLL AND
LISTING OF PROPERTIES UNDER SECS. 26.01(c) AND (d)
FOR
City of Bellaire

Pursuant to Section 26.01(a), Texas Tax Code, I hereby certify the 2016 appraisal roll of properties taxable by City of Bellaire. The roll is delivered in printed and electronic forms.

The total appraised value now on the appraisal roll for this unit is: \$5,971,841,248

The taxable value now on the appraisal roll for this unit is: \$4,546,701,928

As required by Section 26.01(c), Texas Tax Code, I have included with your roll a listing of those properties which are taxable by the unit but which are under protest and are therefore not included in the appraisal roll values approved by the appraisal review board and certified above. My estimate of the total taxable value which will be assigned to such properties if the owners' claims are upheld by the appraisal review board is: \$186,739,291

Pursuant to Section 26.01(d), Texas Tax code, the estimated value of taxable property not under protest and not yet included on the certified appraisal roll, after hearing loss, is \$68,669,093

Signed this 26th day of August, 2016



Roland Altinger

Roland Altinger, CAE, RPA, CTA
Chief Appraiser

ASSESSOR'S ACKNOWLEDGEMENT

As tax assessor/collector of the above-named taxing unit, I hereby acknowledge receipt of the certified 2016 appraisal roll on this the _____ day of _____, 2016

Attachment: certification_assessors_letter_2_052 (2000 : 2016 Tax Roll & Truth in Taxation Calculations)



CITY OF BELLAIRE TEXAS

MAYOR AND COUNCIL

AUGUST 1, 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, August 1, 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.

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

Michael Fife, Council Member, provided the inspirational reading for the evening.

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

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

D. 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 is one (1) minute left. Speakers were reminded that non-agendaed issues regarding operational or administrative matters were properly directed first to City Staff.

Keri Fuller:

Ms. Fuller introduced herself to members of the City Council as a Prosecutor with the

Minutes Acceptance: Minutes of Aug 1, 2016 7:00 PM (Adoption of Minutes:)

Harris County District Attorney's Office and a resident of Bellaire. Ms. Fuller advised that she supported Council Member Pollard's agenda item number F2(a), which was consideration of and possible action on providing direction to the Planning and Zoning Commission to investigate the appropriateness of new regulations on the commercial uses of credit access businesses, pawn shops, and smoke shops.

Mike Baker:

Mr. Baker addressed City Council on behalf of the Bellaire Little League ("League") in support of the agenda item to renew the League's field use agreement with the City. Mr. Baker shared some facts about the League, including the number of children who participated, the number of games played, and the number of practices that occurred.

It was noted by Mr. Baker that the League had invested almost \$1 million in infrastructure at the Horn School and almost \$250,000 at Furler Field in Mulberry Park over the last several years. He expressed his gratitude for the League's long-lasting partnership with the City and urged City Council to support the renewal of the field lease agreement.

Secondly, Mr. Baker addressed City Council as a resident of Bellaire with respect to a water fee increase in Bellaire. He stated that infrastructure improvements above and below grade were needed in the City and expressed his support for spending money on infrastructure improvements through water rate increases or increases in property taxes.

Lynn McBee:

Ms. McBee addressed City Council regarding a scheduled workshop of the City Council on Tuesday at 6:00 p.m. on a long report dealing with a Siemens study concerning upgrades of the Wastewater Treatment Plant, along with the replacement of new water meters with automatic meter software. She advised that she felt the highest priority must go to the Wastewater Treatment Plant; however, she did not believe that the AMI (advanced metering infrastructure) meters were worthwhile as the savings were relatively small.

With respect to calling a bond election in November, Ms. McBee urged City Council to separate bond propositions from one another so that the public had a clear cut understanding of how much money was being asked of them for each proposal.

As to the transition period, Ms. McBee noted that she believed that the Police Department and Courts would utilize the City Hall/Civic Center while their building was under construction. She urged City Council to look hard at moving the Police Department into temporary quarters somewhere other than the City Hall/Civic Center.

In closing, Ms. McBee stated her appreciation of the Mayor's blog on flooding and asked if retention would be addressed.

Written Comments:

Mayor Friedberg advised that the City Council had received four written comments, the first of which was from **Pegi Newhouse** writing in support of efforts to install sidewalks throughout Bellaire.

The second comment was from **Jane McNeel** who encouraged City Council on the increase of water and sewer rates to shift more of the burden to the volumetric side of

the equation, especially for irrigation. She then raised a number of questions about the proposed infrastructure work and bond election and urged City Council to defer a bond election for items other than the municipal facilities project until City Council had answers to those questions. She concluded by stating her concern about the City's current and future debt and urged City Council to stop spending on nonessential items and focus, instead, on priorities of water lines, sewer lines, sidewalks, and streets.

The third comment was from **Richard Franke** noting comparisons to West University, indicating that West University reconstructed the entire city at once so that no individual neighborhood would be neglected due to normal economic cycles. He noted that the water line replacement and street reconstruction would cost the City of Bellaire \$34 million and \$304 million, respectively, and, in light of that, suggested that the proposed bond election amount was absurd and called for disclosure of the state of all of the City's infrastructure by engineers independent of the City Staff.

The last written comment for the evening was from **Robert Riquelmy**, who called for a psychological evaluation of police officers to benefit not only the public, but also the officers themselves.

Complete copies of the written comments were distributed to the members of City Council for their consideration, and included in the record of the meeting.

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.

Paul A. Hofmann, City Manager, presented the City Manager's Report dated August 1, 2016, to members of the City Council.

The City Manager's Report included an overview of communications, field and personnel updates, calendar reminders, and notes of appreciation since his last report presented on July 18, 2016.

Items of communication included notice of the rescheduling of the Citywide Beautification Workshop, several newsflashes regarding the City's public hearing on the proposed FY 2017 budget, the availability of the City's consumer confidence report, updates on the municipal facilities project, and notices that the City was currently in Drought Contingency Plan, Stage 1.

With respect to personnel, City Manager Hofmann announced the hiring of four new employees in the Public Works Department as follows: Carolyn Campbell, Marcellus Kincheon, Anthony Branch, and Cristin Emshoff.

An overview of education and training opportunities was provided by City Manager Hofmann, which included a three-day regional training seminar held at the City of Bellaire by the City's website provider, CivicPlus, and the City's annual board and commission training held at the end of July 2016. Reference was made to the City's first Bellaire Citizens Academy scheduled to start on October 13 and to continue over a seven-week period on Thursdays from 7:00 p.m. until 9:00 p.m. at the Bellaire Fire Department Conference Room.

Kudos were given to Fire Chief Darryl Anderson for the City's recent Hurricane Preparedness Training.

Following an overview of upcoming meetings and future agenda items, City Manager Hofmann expressed words of appreciation to resident Neil Verma for welcoming the Bike Houston Group to Bellaire and providing them water during a stop at Feld Park.

Mayor Friedberg opened the floor for questions from City Council. Noting none, Mayor Friedberg continued to agenda item E(2).

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.

City Manager Hofmann provided an overview of the November 2016 bond election to members of City Council. He noted that City Council would be asked to call the November 2016 bond election on August 15, 2016.

Reference was made to City Council's agenda packet which included methods of information distribution. For example, presentations would be made to boards and commissions, the Community Connections Group, and non-profit organizations that the City had partnership relationships with. It was noted that the intent of the discussion this evening was to provide a common baseline of information and would drive the content of flyers, posters, presentations, and the newsletter.

Important questions that City Staff needed City Council feedback on included the number of propositions, the topics and projects each proposition should cover, whether any questions had been left unanswered, and whether there were any other stakeholders that had not been identified.

A summary of projects and program areas were provided by City Manager Hofmann as follows:

1. \$5.6 million for municipal facilities;
2. \$20 million for street and drainage improvements;
3. \$11 million for water line replacement; and
4. \$4 million for sidewalks.

It was noted that there could be four or fewer propositions as City Council deemed appropriate. City Manager Hofmann advised that he had received a telephone call from Council Member Trisha S. Pollard suggesting that the sidewalks project be combined with street and drainage improvements.

City Manager Hofmann noted further that City Council would receive a presentation on Tuesday, August 2, 2016, that would suggest the issuance of Certificates of Obligation for financing the improvements to the City's water meters and Wastewater Treatment Plant. One legitimate approach for the \$11 million water line replacement project would be to add it to the Certificates of Obligation financing package to be discussed the following night.

A suggested name for the overall bond program was noted to be: Bonds for Better Bellaire - 2016.

Following questions, discussion, and feedback from members of the City Council, **Mayor Friedberg** continued to agenda item F(1).

F. New Business:

1. Consent Agenda:

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.

Motion:

To adopt the Consent Agenda dated August 1, 2016, as presented.

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

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.

Motion:

Minutes Acceptance: Minutes of Aug 1, 2016 7:00 PM (Adoption of Minutes:)

To provide 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.

Discussion ensued among members of City Council regarding the motion. Questions were asked of City Attorney Alan P. Petrov and Director of Development Services John McDonald regarding additional regulations. Questions of the City Attorney included the extent of existing regulations under state law, and possible legal limitations on a city's ability to regulate these types of businesses.

Trisha S. Pollard, Council Member, moved the previous question. Roman F. Reed, Mayor Pro Tem offered a second. Members of City Council **unanimously approved** calling the previous question on a vote of **6-0**.

Mayor Friedberg called for a vote on the motion.

RESULT:	APPROVED [4 TO 2]
MOVER:	Trisha S. Pollard, Council Member
SECONDER:	Pat B. McLaughlan, Michael Fife
AYES:	Reed, Pollard, McLaughlan, Fife
NAYS:	Friedberg, Montague
ABSENT:	Pappas

- 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.

Jeff Gerber, President and CEO, PGAL, provided an overview of the final design for the municipal facilities project. He noted that floor plans and the building elevations were substantially the same or similar as previously shown for the City Hall/Civic Center and Police/Courts Building.

In terms of the budget, Mr. Gerber advised that the total budget for the Municipal Facilities Project was \$18.687 million, with an occupancy date of September 2018.

Mr. Gerber answered questions raised by members of City Council related to the project. Following questions, discussion ensued among members of City Council and Mr. Gerber regarding a tree aeration system suggested by Council Member Pollard.

Motion:

To approve the final schematic design for the Municipal Facilities Project.

{Moved by Roman F. Reed, Mayor Pro Tem, and seconded by David R. Montague, Council Member}

Minutes Acceptance: Minutes of Aug 1, 2016 7:00 PM (Adoption of Minutes:)

Amendment No. 1:

To add the following statement to the motion: including the installation of a tree aeration system in areas where an urban forester has recommended same.

{Moved by Trisha S. Pollard, Council Member, and seconded by Michael Fife, Council Member}

Discussion ensued among members of City Council regarding the amendment to the motion. Following discussion, a substitute amendment was offered by Mayor Andrew S. Friedberg and seconded by Mayor Pro Tem Roman F. Reed.

Substitute Amendment:

To add the following statement to the motion: including appropriate measures for the protection of trees as recommended by an urban forester.

Prior to voting on the substitute amendment, **Mayor Friedberg** advised that the substitute amendment, if adopted, would automatically replace the earlier amendment (Amendment No. 1).

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Andrew S. Friedberg, Mayor
SECONDER:	Roman F. Reed, Mayor Pro Tem
AYES:	Friedberg, Reed, Pollard, McLaughlan, Fife, Montague
NAYS:	None
ABSENT:	Pappas

Mayor Friedberg restated the motion on the floor as follows: **To approve the final schematic design for the Municipal Facilities Project, including appropriate measures for the protection of trees as recommended by an urban forester.**

RESULT:	ADOPTED AS AMENDED [5 TO 1]
MOVER:	Roman F. Reed, Mayor Pro Tem
SECONDER:	David R. Montague, Council Member
AYES:	Friedberg, Reed, Pollard, Fife, Montague
NAYS:	McLaughlan
ABSENT:	Pappas

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

Community interest items from the Mayor and City Council included an expression of thanks and recognition of the Mayor, City Manager, and City Staff for the recent board and commission recognition and training event; reminder to attend the Citywide Beautification Workshop to be held on August 4, 2016, at 7:00 p.m. in the Civic Center; and expressions of condolence to the Pappas family on the loss of their mother and to the Armstrong Family for their loss.

Minutes Acceptance: Minutes of Aug 1, 2016 7:00 PM (Adoption of Minutes:)

H. Adjourn.

Mayor Friedberg announced that the Regular Session of the City Council of the City of Bellaire, Texas, was adjourned at 9:29 p.m. on Monday, August 1, 2016.

Minutes Acceptance: Minutes of Aug 1, 2016 7:00 PM (Adoption of Minutes:)

Mayor and Council

7008 S. Rice Avenue
Bellaire, TX 77401



Meeting: 09/12/16 06:00 PM
Department: City Clerk
Category: Policy
Department Head: Tracy L. Dutton
DOC ID: 2015

**SCHEDULED
ACTION ITEM (ID # 2015)**

Item Title:

Consideration of and possible action on a change in the date of the first Regular Session of the City Council of the City of Bellaire, Texas, in October of 2016 from Monday, October 3, 2016, to Monday, October 10, 2016 - Submitted by Tracy L. Dutton, City Clerk.

Background/Summary:

City Council has customarily changed the dates of Regular Sessions of the City Council that would conflict with the observance of Rosh Hashanah, the Jewish New Year.

This year, Rosh Hashanah will be observed from sundown on Sunday, October 2, 2016, through Tuesday, October 4, 2016. City Council consideration is requested for a change in the date of the first Regular Session of the City Council in October of 2016 from Monday, October 3, 2016, to Monday, October 10, 2016. City Council is already scheduled to meet on Monday, October 10, 2016, for a public hearing on the tax rate.

Previous Council Action Summary:

City Council changed the date of the first Regular Session of City Council in September of 2015 due to the observance of Rosh Hashanah.

Fiscal Impact:

N/A

Recommendation:

Action as City Council deems appropriate.

Mayor and Council

7008 S. Rice Avenue
Bellaire, TX 77401



Meeting: 09/12/16 06:00 PM
Department: Fire Department
Category: Resolution
Department Head: Darryl Anderson
DOC ID: 1983 A

**SCHEDULED
RESOLUTION (ID # 1983)**

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 and City Clerk of the City of Bellaire, Texas, to execute and attest, respectively, for and on behalf of the City of Bellaire, Texas (City), a Mutual Aid Fire Protection and Agreement between the City, Harris County, and adjoining entities for the purpose of providing mutual aid fire protection - Submitted by Darryl Anderson, Fire Chief.

Background/Summary:

This agreement is for mutual aid Fire Protection between the entities who have signed. The instrument allows for a single mutual aid agreement between the signatory cities, removing the necessity of having an agreement between each entity independently. This agreement also contains language FEMA has introduced as requirement for reimbursement, previously not contained the Harris County Mutual Aid Agreement, whereas entities receiving automatic or mutual aid in excess of 12 hours are required to pay the cost of the aid received in excess of those 12 hours. In the event of a nationally declared disaster, reimbursement from FEMA shall reimburse the requesting entity and the entity shall disburse the funds, proportionately, to the responding entities.

Previous Council Action Summary:

This agreement was authorized on 10-4-2004.

Fiscal Impact:

There is no fiscal impact until such time our Mutual Aid request exceeds 12 hours. As a matter of record, that has happened only 1 time in the past 10 years.

Recommendation:

The Fire Chief, Darryl Anderson, recommends passage of this ordinance.

ATTACHMENTS:

- Mutual Aid Fire Protection and Agreement - HC and Adjoining Entities - 2016 (DOC)
- 2016 HCFFA M A A katz rev (PDF)



ORDINANCE NO. 16-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AUTHORIZING THE MAYOR AND THE CITY CLERK OF THE CITY OF BELLAIRE, TEXAS, TO EXECUTE AND ATTEST, RESPECTIVELY, FOR AND ON BEHALF OF THE CITY OF BELLAIRE, TEXAS, A REVISED *MUTUAL AID FIRE PROTECTION AND AGREEMENT* WITH HARRIS COUNTY AND ADJOINING ENTITIES, IN A FORM AS ATTACHED HERETO AND MARKED "EXHIBIT A," FOR THE PURPOSE OF PROVIDING MUTUAL AID FIRE PROTECTION.

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

1. THAT the City Council of the City of Bellaire, Texas, heretofore previously, authorized the Mayor and the City Clerk of the City of Bellaire, Texas, to execute a *Mutual Aid Fire Protection and Agreement* with Harris County, Texas (Harris County), and adjoining entities on October 4, 2004, with the adoption of Ordinance No. 04-074.

2. THAT Harris County has revised the *Mutual Aid Fire Protection and Agreement* to include language introduced by the Federal Emergency Management Agency (FEMA) as a requirement for reimbursement in the event of a nationally declared disaster.

3. THAT the City of Bellaire, Texas, concurs with the revised *Mutual Aid Fire Protection and Agreement* requested and submitted by Harris County and hereby authorizes the Mayor and the City Clerk of the City of Bellaire, Texas, to execute and attest, respectively, for and on behalf of the City of Bellaire, Texas, said *Mutual Aid Fire Protection and Agreement*.

4. THAT to the extent of any conflict, this Ordinance supersedes any prior *Mutual Aid Fire Protection and Agreements* heretofore previously adopted by the City Council of the City of Bellaire, Texas, with Harris County, including Ordinance No. 04-074.

PASSED, APPROVED, and ADOPTED this 12th day of September, 2016.

(SEAL)

ATTEST:

SIGNED:

Tracy L. Dutton, TRMC
City Clerk

Andrew S. Friedberg
Mayor

APPROVED AS TO FORM:

Alan P. Petrov
City Attorney

Attachment: Mutual Aid Fire Protection and Agreement - HC and Adjoining Entities - 2016 (1983 : Interlocal Mutual Aid Agreement)

MUTUAL AID FIRE PROTECTION & AGREEMENT

THE STATE OF TEXAS §

HARRIS COUNTY §

This Agreement is made and entered into by and between the “Entities”, as described in Section IX Definitions, of Harris County, and adjoining “Entities, (hereinafter referred to as the “Parties”) that have signed this Agreement.

Whereas, the undersigned Parties desire to enter into a mutual aid fire protection agreement wherein the equipment, facilities, and trained personnel of each fire department are available to the other Parties in this mutual aid agreement on an as requested basis.

Now therefore, that in consideration of the mutual covenants, agreements and benefits to all Parties, it is hereby AGREED as follows:

**I.
Scope of Services**

A. During the term of this Agreement, the Parties agree to provide upon request such fire protection and suppression personnel and to make available such equipment or facilities as may be needed for the suppression of fires or the duties and responsibilities associated with saving lives and property within the jurisdictional areas of the requesting department; provided that the personnel, equipment or facilities requested are not otherwise required within the jurisdiction as determined by the Fire Chief or Chief Fire Service Officer or his/her designated representative of the providing party. It is expressly understood and agreed by all Parties hereto that no providing Party shall be required to use any equipment, facilities and/or personnel where such use would prevent or disrupt adequate protection of its own jurisdictional area. Requests for mutual aid made

Attachment: 2016 HCFFA M A katz rev (1983 : Interlocal Mutual Aid Agreement)

pursuant to this Agreement shall be made by and to the respective Fire Chiefs or Chief Fire Safety Officers or their designated representatives.

B. The Parties agree that a request will only be made when an emergency occurs in their jurisdiction that cannot be handled by the resources of that jurisdiction and is beyond the requesting party's capabilities.

C. The Parties agree:

- a. to maintain the work force and equipment needed to sufficiently control fires or other emergencies common to the saving of lives and property which are most likely to occur within their jurisdiction;
- b. to maintain an emergency action plan for activating their personnel and equipment within their jurisdiction;
- c. to maintain established procedures for the mitigation of emergencies; and
- d. to provide all other departments with current lists of the available work force and or materials and equipment which, under most circumstances, could be furnished to the requesting department.

D. In the event a local, state or national emergency is declared, this Agreement shall not constitute a waiver of the rights of the respective parties to claim local, state and/or federal funds or reimbursements.

E. Notwithstanding Subsection I.A. of this Agreement, if a Party hereto requests mutual aid assistance that requires a response that exceeds twelve (12) consecutive hours, the Requesting Party shall reimburse the Responding Party its actual cost for providing mutual aid assistance to the Requesting Party after the first twelve (12) hours, including costs for personnel, operation and maintenance of equipment, damaged equipment, food, lodging, and transportation, provided that,

in no event shall the cost for a service or item be greater than the rate, as such rates are amended from time to time, set by the Federal Emergency Management Agency (FEMA) for the substantially same service or item. FEMA rates are available at <http://www.fema.gov>. The Parties mutually agree that a Responding Party shall not be entitled to and will not seek reimbursement from a Requesting Party for either: (a) assistance provided that does not exceed twelve (12) consecutive hours or (b) for assistance provided during the initial twelve (12) hours of the response.

F. Nothing herein shall be construed as a warranty or guaranty of response, whether in terms of there being appropriate assets available or sufficient personnel being available to respond.

II. Direction and Control

The requested fire service company(s) or task force(s), [as defined in Section IX Definitions], shall be under the direction and control of their own company officer or task force leader. The company will remain intact as a unit, responsible for its own equipment and personnel throughout the incident. The company officer or task force leader will report to the Command Post [as defined in Section IX, Definitions] of the Incident Commander [as defined in Section IX, Definitions] of the requesting department and will make himself/herself and the company or task force for which they are responsible available for service. The Incident Commander will assume direction and control of the unit in whole and will give that unit an assignment. The fact that the task at hand is inherently dangerous must always be considered.

III. Equipment and Consumable Resources

A. The condition of the equipment must be the sole responsibility of its owner. Except as

provided by Section I.D. above, if the equipment is damaged or destroyed during the Incident, the financial responsibility is the owner's which may be recovered through insurance acquired by the owner or any other resource available to the owner, and the requesting party will never be responsible for damage to equipment, injury to persons or for the actions of the responding party.

B. Except as provided by Section I.D. above, any consumable resources may be reimbursed by or through the Incident Commander's jurisdiction (Requesting Party) provided that sufficient funds have been appropriated for said purpose. The Incident Commander has a right to recover any and all cost of the incident from any resources available.

C. In the event the incident receives a Disaster Declaration from State or Federal authority, the requesting party shall make the claim to include the actual cost involved of responding parties on the requesting party sub-grant application. The requesting party shall disburse the proportionate share of state/federal funds to responding parties in a timely manner.

IV. Terms of Agreement

The terms of this Agreement shall be for one (1) year with recurring annual renewal for one (1) year unless a party gives written notice to terminate. Any Party shall have the right to terminate upon thirty (30) days written notice to the other Parties. The addition or deletion of departments to or from this Agreement shall not affect the Agreement as to the remaining Parties.

V. Amendments

This Agreement can be amended or replaced by a majority of the Parties. All of the Parties must be notified in writing within thirty (30) days and an open forum must be held in which all of

the Parties have been invited to attend. The Amendment will not be effective to any party who does not agree.

VI. Compliance with All Applicable Laws

The Departments shall observe and comply with all Federal, State, and local laws, rules, ordinances, and regulations affecting the conduct of services provided and the performance of all obligations undertaken by this Agreement.

VII. Legal Considerations

- A. All local, State, and Federal laws shall supersede any provisions made in this Agreement. Any provision so effected will not negate the rest of the Agreement. In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- B. Venue for any proceeding under this Agreement shall be in Harris County, Texas.
- C. This Agreement shall become effective upon each Party's signing of said instrument.
- D. This Agreement supersedes and replaces all previous Harris County Fire Fighter Association (HCFFA) Mutual Aid Agreements as between any two Parties to this Agreement ninety (90) days after execution of this Agreement by those same Parties. This Agreement also supersedes and replaces any and all previous mutual aid agreements and/or any other similar agreements of assistance between any two or more Parties to this Agreement upon the execution of this Agreement by those same Parties.

VIII. Liability

- A. The Parties agree that except with respect to the matter of reimbursement as otherwise provided for in this Agreement, each shall be responsible for its own actions and those of its members while fighting fires, providing rescue services, providing fire responses, emergency medical services, traveling to or from the emergency scene, or in any manner providing services pursuant to and within the scope of this Agreement or a supplement thereto.
- B. It is expressly understood and agreed by the Parties that neither shall be held liable for the actions of the other Party or any of the other Party's members while in any manner furnishing services hereunder.

IX. Definitions

- A. **Entities** – Any Emergency Services Provider that is fire based or 911 initiated. These would include, but not limited to fire departments, 911 EMS services, and certain Emergency Service Districts (ESD), cities.
- B. **Task Force** – A group of any type or kind of resource, with communications and a leader, temporarily assembled for a specific mission (not to exceed five [5] resources).
- C. **Incident Command Post (ICP)** – The field location at which the primary tactical - level, on-scene incident command functions are performed. The ICP may be co-located with the incident base or other incident facilities.
- D. **Incident Commander (IC)** – The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and release of resources. The

IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.

This Agreement, together with all terms and conditions contained herein, is approved and accepted by the following entities and is executed by their duly authorized representatives:

<u>Entity</u>	<u>Authorized Representative Signature</u>
Aldine Volunteer Fire Department	_____
H. C. E.S.D. # 24	_____
Atascocita Volunteer Fire Department	_____
H. C. E.S.D. # 46 (for approval only)	_____
Baytown Fire & Rescue	_____
H. C. E.S.D. #75 (for approval only)	_____
Bellaire Fire Department	_____
Champions Fire Department	_____
H. C. E.S.D. # 29	_____
Channelview Fire Department	_____
H. C. E.S.D. # 50	_____
City of Jersey Village Fire Department	_____
Cloverleaf Fire Department	_____
H. C. E.S.D. # 12	_____
Community Volunteer Fire Department	_____
H. C. E.S.D. # 100 (for approval only)	_____

Attachment: 2016 HCFFA M A katz rev (1983 : Interlocal Mutual Aid Agreement)

Crosby Volunteer Fire Department _____

H. C. E.S.D. # 80 (for approval only) _____

(Crosby area) H. C. E S. D. #5 _____

Cy Fair Volunteer Fire Department _____

H. C. E.S.D. # 9 (for approval only) _____

Cypress Creek EMS _____

H. C. E.S.D. # 11 (for approval only) _____

Cypress Creek Volunteer Fire Department _____

H. C. E.S.D. # 13 (for approval only) _____

Deer Park Volunteer Fire Department _____

Eastex Volunteer Fire Department _____

Northeast Fire & Rescue _____

H. C. E.S.D. # 10 (for approval only) _____

Ellington Field Fire Department _____

Forest Bend Volunteer Fire Department _____

H. C. M.U.D. # 55 _____

Friendswood Volunteer Fire Department _____

Galena Park Volunteer Fire Department _____

Highlands Volunteer Fire Department _____

H. C. E.S.D. # 14 _____

Houston Fire Department _____

Huffman Volunteer Fire Department _____

H. C. E.S.D. # 4 (for approval only) _____

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- Humble Fire Department _____
- Jacinto City Volunteer Fire Department _____
- Katy Fire Department _____
- Klein Volunteer Fire Department _____
- H. C. E.S.D. # 16 (for approval only) _____
- LaPorte Volunteer Fire Department _____
- League City Volunteer Fire Department _____
- Little York Volunteer Fire Department _____
- H. C. E.S.D. # 17 _____
- Missouri City Fire Department _____
- Nassau Bay Volunteer Fire Department _____
- Northwest Rural EMS _____
- H. C. E.S.D. # 8 (for approval only) _____
- Northwest Volunteer Fire Department _____
- H. C. E.S.D. # 20 _____
- Pasadena Volunteer Fire Department _____
- Pearland Volunteer Fire Department _____
- Ponderosa Volunteer Fire Department _____
- H. C. E.S.D. # 28 (for approval only) _____
- Port of Houston Fire Department _____
- Rosehill Volunteer Fire Department _____
- H. C. E.S.D. #3 (for approval only) _____
- H. C. E.S.D. #21 (for approval only) _____

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- Seabrook Volunteer Fire Department _____
- Sheldon Community Volunteer Fire Department _____
- H. C. E.S.D. # 60 _____
- South Houston Volunteer Fire Department _____
- Southeast Volunteer Fire Department _____
- Clearbrook City MUD _____
- Southside Place Fire Department _____
- Spring Volunteer Fire Department _____
- H. C. E.S.D. # 7 (for approval only) _____
- Stafford Fire Department _____
- Tomball Fire Department _____
- H. C. E.S.D. # 15 (for approval only) _____
- Tri-County Volunteer Fire Department _____
- Waller / H. C. E.S.D. # 200 (for approval only) _____
- Village Fire Department _____
- Waller Volunteer Fire Department _____
- Waller / H. C. E.S.D. # 200 (for approval only) _____
- Webster Volunteer Fire Department _____
- H. C. E.S.D. # 48 Fire Department _____
- West University Place Fire Department _____
- Westfield Volunteer Fire Department _____
- H. C. E.S.D. # 25 (for approval only) _____
- Westlake Volunteer Fire Department _____

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H. C. E.S.D. # 47 _____

The Parties have executed this Agreement in multiple copies, each of which is an original.

ATTEST/SEAL:

CITY OF Bellaire , TEXAS

Signed by: (If required)

City Secretary

By: _____
Mayor

APPROVED:

COUNTERSIGNED BY: (If required)

Chief, Bellaire Fire Department

City Controller

APPROVED AS TO FORM:

DATE COUNTERSIGNED:

(If required)

Assistant City Attorney

Attachment: 2016 HCFFA M A katz rev (1983 : Interlocal Mutual Aid Agreement)

Mayor and Council

7008 S. Rice Avenue
Bellaire, TX 77401



Meeting: 09/12/16 06:00 PM
Department: City Manager's Office
Category: Ordinance
Department Head: Michelle Jordan
DOC ID: 2024

**SCHEDULED
ACTION ITEM (ID # 2024)**

Item Title:

Consideration of and possible action on a request and recommendation to authorize the City Manager of the City of Bellaire, Texas, to execute any and all necessary documents related to the granting of a utility easement for Evelyn's Park, 4400 Bellaire Boulevard, Bellaire, Texas - Submitted by Michelle Jordan, Project Manager.

Background/Summary:

The electrical needs for the facilities at Evelyn's Park will require Centerpoint Energy to construct or install infrastructure within the park boundaries as well as within the public Right-of-Way. In order for Centerpoint to perform the needed work, an easement granting them the access is needed. This easement is written as a "blanket" easement at this point to allow the work to proceed as quickly as possible, however, the location of the infrastructure has been agreed upon by the City, Evelyn's Park Conservancy, and Centerpoint as acceptable, and has been documented.

Once the Centerpoint improvements are in place, an easement that includes specific metes and bounds of as-built conditions will be drafted for Council review and approval.

Previous Council Action Summary:

NA

Fiscal Impact:

NA

Recommendation:

Michelle Jordan, Project Manager, recommends Council approval of the easement with Centerpoint Energy Houston Electric, LLC for construction, installation, and maintenance access to electrical infrastructure at Evelyn's Park, 4400 Bellaire Boulevard, and authorization for Paul Hofmann, City Manager, to execute any and all documents needed to grant this easement.

ATTACHMENTS:

- Easement (PDF)
- General Location Sketch (PDF)

645231 of the Map Records of said County and State, (the "Easement Area").

The Easement Area herein granted is a blanket easement and shall apply only insofar as the boundaries of Grantor's Property will permit. Grantee further reserves the right to extend services and drops within Grantor's Property and to adjacent land owners from said Facilities.

Grantor or its successors or assigns shall observe and exercise all notification laws as per the Underground Facility Damage Prevention and Safety Act, also known as "ONE CALL" & "CALL BEFORE YOU DIG" when working in or near the Easement Area.

To the extent that such laws and codes apply to Grantor, its successors and assigns, Grantor, its successors and assigns shall observe all safety codes and laws which apply to working along, within and or near the Easement Area and Facilities during construction activities and safe clearance from such Facilities, including the Occupational Safety and Health Administration ("O.S.H.A."), Chapter 752 of the Texas Health and Safety Code, the National Electric Code, and the National Electrical Safety Code

Grantor herein reserves the right to grant easements in favor of third parties across the herein described Easement Area in a near perpendicular fashion to Grantee's Facilities, the approximate locations of which are shown on Exhibit "A", attached hereto and made a part hereof, provided (i) no other utilities are permitted to cross within a vertical distance of twenty-four (24) inches of Grantee's below ground Facilities, (ii) no other facilities or structures shall be permitted longitudinally within a distance of five (5) feet of the centerline of any of Grantee's below ground and above ground Facilities, (iii) no other utilities or structures shall be permitted longitudinally within a distance of fifteen (15) feet of the centerline of any of Grantee's overhead Facilities, beginning at a plane sixteen (16) feet

above the ground and extending upward, hereinafter collectively referred to as “Grantee’s Exclusive Easement Area”, and, (iv) doing so does not, in the sole opinion of Grantee, endanger or interfere with the efficient, safe and proper operation and maintenance of Grantee’s Facilities.

Grantor herein covenants and agrees that, in the event that any third party facilities or obstructions are located within Grantee’s Exclusive Easement Area, Grantor will take immediate action to remove and/or relocate said facilities and/or obstructions to a location outside of Grantee’s Exclusive Easement Area at Grantor’s sole cost and expense.

If Grantor, its successors or assigns should, at any future date, request that the Easement Area herein granted be further defined, Grantee agrees, at Grantor’s expense, to prepare a new, defined easement described by a sealed survey sketch. Defined easements shall be unobstructed and may be further described by, but not limited to, the following descriptions:

- 1.) A ten (10) foot wide easement (for above and below ground facilities);
- 2.) A ten (10) foot wide easement together with ten (10) foot aerial easements adjoining both sides of said ten (10) foot wide easement (for above ground and overhead facilities that are not along a perimeter);
- 3.) A ten (10) foot wide easement together with an adjoining eleven (11) foot, six (6) inch wide aerial easement (for above ground and overhead perimeter facilities);
- 4.) A fourteen (14) foot wide easement together with an adjoining seven (7) foot, six (6) inch wide aerial easement (for above ground and overhead perimeter facilities);
- 5.) An easement sixteen (16) feet wide and twenty-four (24) feet long (for Grantee’s pad-mounted transformer station purposes).

Grantee further agrees to release this Easement upon execution and delivery of the new defined easement by Grantor.

In the event that Grantor, its successors and assigns, desires that Grantee’s Facilities be relocated, then Grantee agrees to relocate said Facilities provided that Grantor

furnishes a suitable and feasible site or location for such relocation and, provided that Grantor, its successors and assigns, shall, if requested by Grantee, furnish to Grantee a suitable and acceptable easement covering the new location. Any and all costs associated with relocating said Facilities will be at Grantor's sole expense.

Grantee shall also have reasonable rights of ingress and egress to and from said Easement Area, together with reasonable working space, for the purposes of erecting, installing, operating, maintaining, replacing, inspecting, and removing said Facilities, together with the additional right to remove from said Easement Area, all bushes, trees and parts thereof, or other structures which, in the opinion of Grantee, endanger or may interfere with the efficiency, safe and proper operation, and maintenance of said Facilities.

Grantor herein reserves the right to place surfacing materials over and across the Easement Area herein granted and to use the same for parking and/or driveways or walkways, provided, however, no buildings shall be placed on the Easement Area which will obstruct the easement or interfere with the exercise of Grantee's rights. In the event Grantor shall utilize the Easement Area for parking purposes, protective barriers shall be erected and maintained around Grantee's ground structures, and Grantee retains the right to prohibit and/or restrict parking during periods of construction or maintenance work upon its line.

TO HAVE AND TO HOLD the above described Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee forever, and Grantor does hereby bind itself and its successors, heirs, assigns, and legal representatives, to fully warrant and forever defend all and singular the above described Easement and rights unto said Grantee, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise. In the event of a deficiency in title or actions taken by others which results in the

relocation of Grantee's Facilities, the Grantor herein, its successors and assigns, will be responsible for all costs associated with the relocation and/or removal of Grantee's Facilities.

The terms, conditions and provisions contained herein constitute the complete and final agreement between Grantor and Grantee, (collectively the "Parties") with respect to the subject matter hereof and supersedes all prior agreements, representations and understandings of the Parties and, by Grantor's signature affixed hereto and Grantee's use of the Easement, the Parties evidence their agreement thereof. No oral or written agreements made or discussed prior to, or subsequent to, the execution of this Easement shall supersede those contained herein. Any and all revisions, amendments and/or exceptions to the terms, conditions and provisions contained in this Easement shall be in written, recordable form and executed by both parties, or their respective successors or assigns in order to be deemed valid.

EXECUTED this _____ day of _____, 20_____.

City of Bellaire

BY: _____
Signature

Name typed or printed

Title

Attachment: Easement (2024 : Utility Easement for Evelyn's Park)

STATE OF TEXAS }

COUNTY OF _____ }

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, _____ of City of Bellaire, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that ()he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 20____.

Notary's Signature

Name typed or printed

Commission Expires

Attachment: Easement (2024 : Utility Easement for Evelyn's Park)

**ATTACHMENT
AFFIDAVIT**

STATE OF TEXAS }

COUNTY OF }

BEFORE me the undersigned authority on this day personally appeared

_____ the _____

of City of Bellaire, hereinafter referred to as Affiant, who being duly sworn, deposes and says that Affiant is the current owner of the tract of land described in an easement instrument executed by the same on even date herewith, said tract of land is further described as follows:

Tract 1 in Block 1 of Amended Plat of Lot 1 Through Lot 14, Block 1, Lot 1 Through 9, Block 2 and the Right-of-Way of Teas Lane of Teas Estates, a subdivision located in the J. Blessing Survey, Abstract 162, Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 645231 of the Map Records of said County and State.

Affiant further says that the said premises have been held by Affiant, that possession thereof has been peaceable and undisturbed, and that the title thereto has never been disputed or questioned to Affiant's knowledge, nor does Affiant know of any facts by reason of which said possession or title might be disturbed or questioned, or by reason of which any claim to said premises, or any part thereof, might arise or be set up adverse to this Affiant.

Attachment: Easement (2024 : Utility Easement for Evelyn's Park)

EXECUTED this _____ day of _____, 20__.

City of Bellaire

BY: _____
Signature

Title

Name typed or printed

SUBSCRIBED and SWORN before me this ____ day of _____, 20__.

Notary's Signature

Name typed or printed

Commission Expires

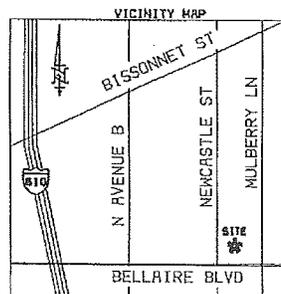
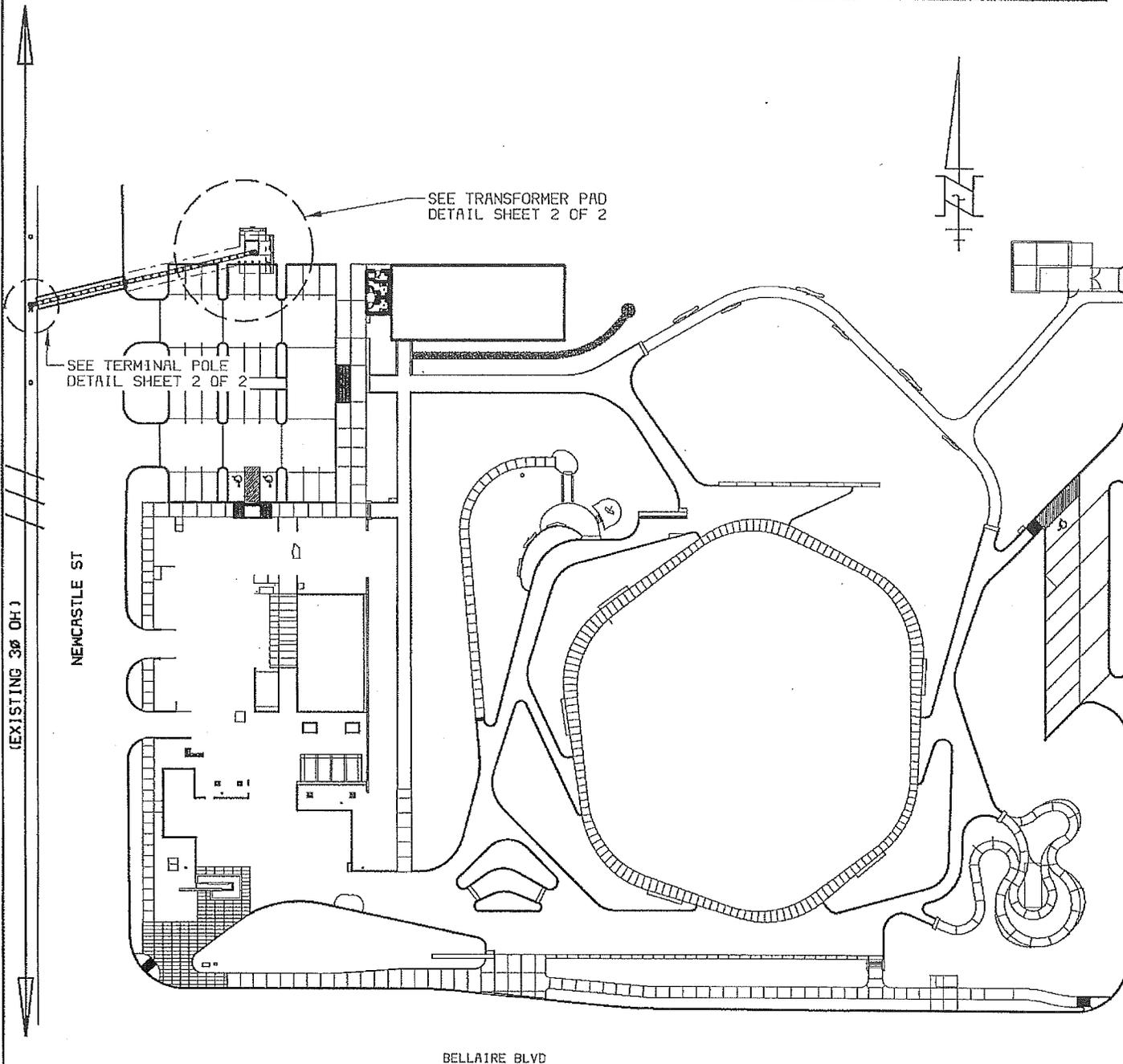
AFTER RECORDING RETURN TO:
SURVEYING & RIGHT OF WAY
CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
P. O. BOX 1700
HOUSTON, TX 77251-1700

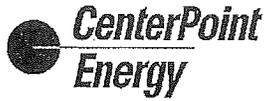
Attachment: Easement (2024 : Utility Easement for Evelyn's Park)



GENERAL LOCATION SKETCH

LAMBERT	SECTION	KEY MAP	FUNCTIONAL LOCATION	SCALE	CIRCUIT	ORDER NO.
5255	C1	531H	EXHIBIT "A"	N. T. S.	BI06	78858281



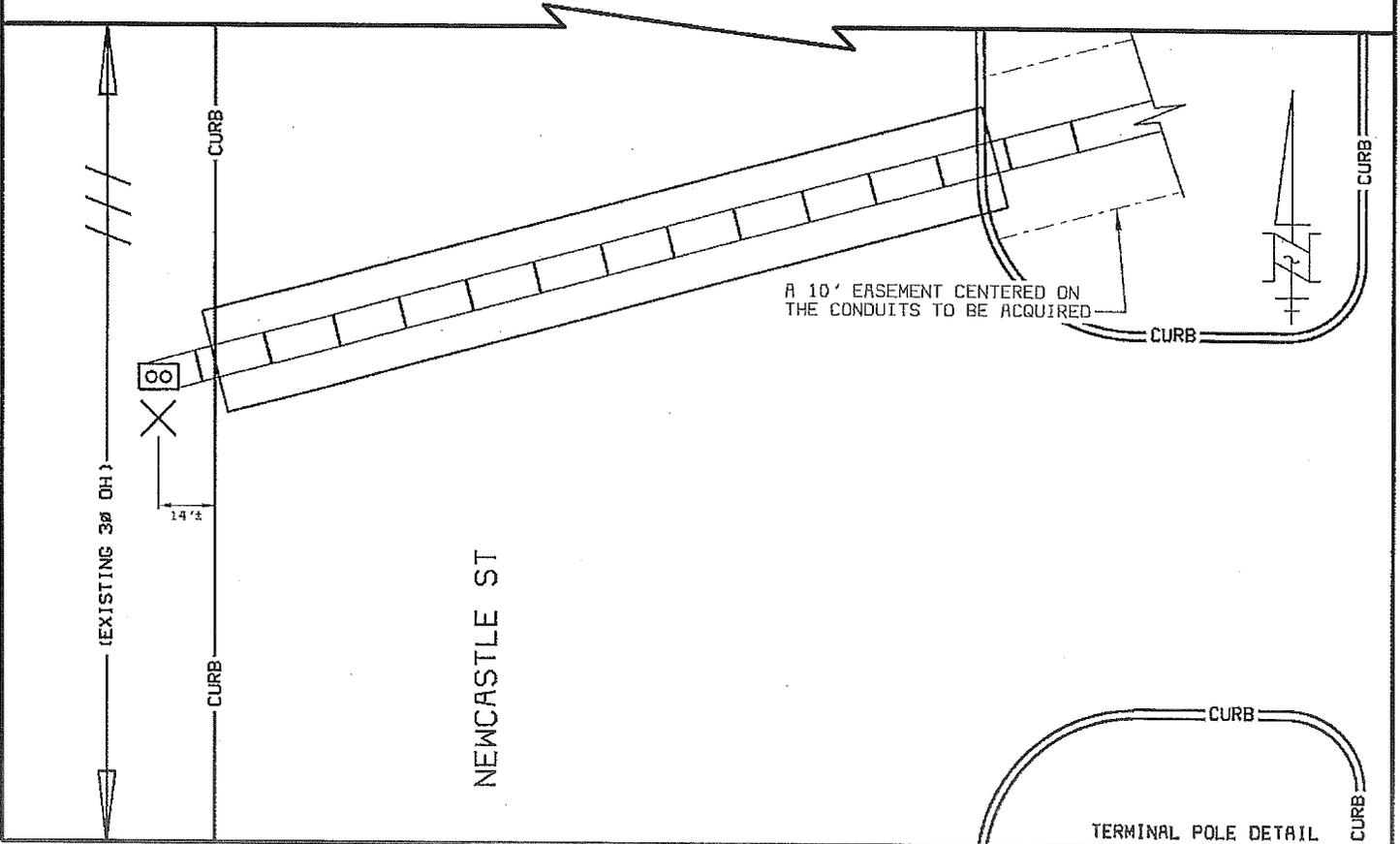
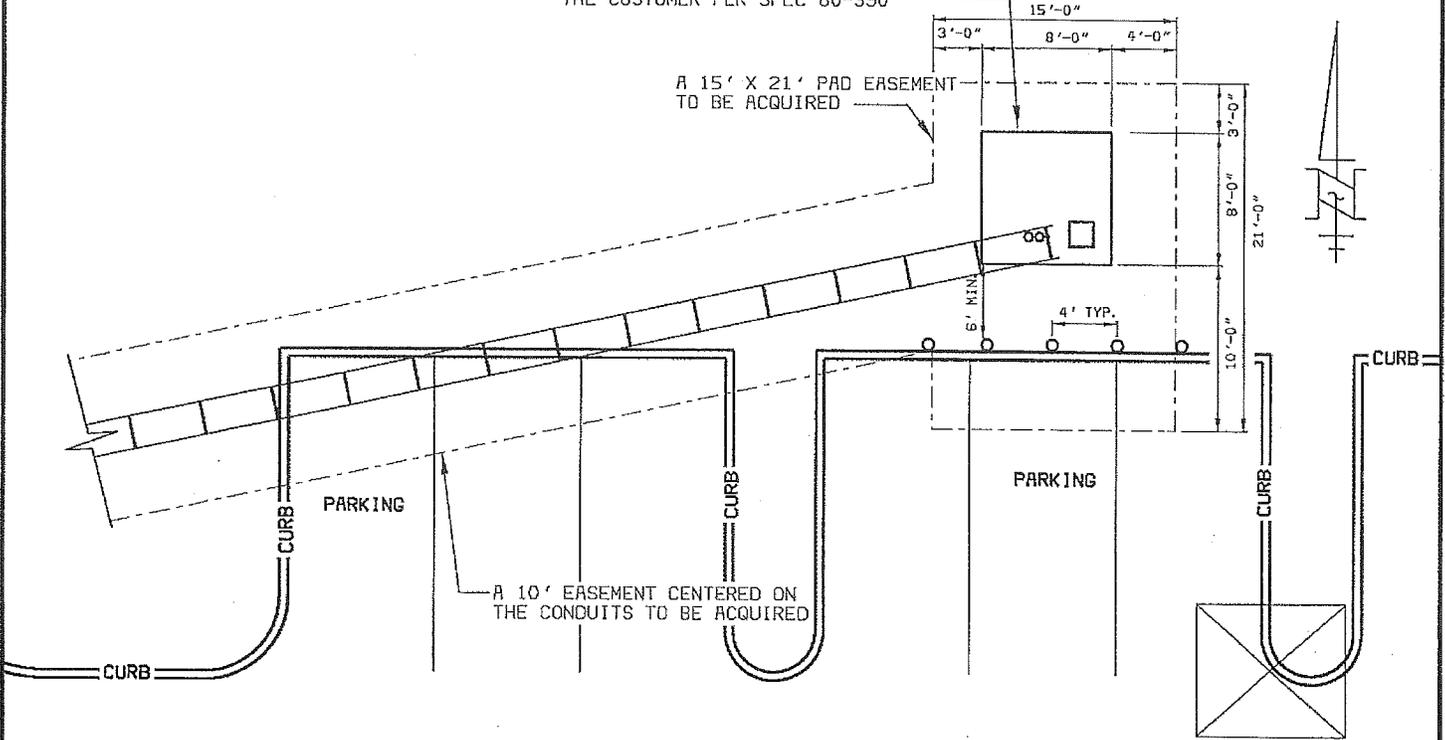


DETAIL SKETCH

LAMBERT	SECTION	KEY MAP	FUNCTIONAL LOCATION	SCALE	CIRCUIT	ORDER NO.
5255	C1	531H	EXHIBIT "A"	N. T. S.	B106	78858281

TRANSFORMER PAD DETAIL

8' X 8' PAD FOUNDATION BY THE CUSTOMER PER SPEC 80-390



Mayor and Council7008 S. Rice Avenue
Bellaire, TX 77401Meeting: 09/12/16 06:00 PM
Department: City Manager's Office
Category: Change Order
Department Head: Michelle Jordan
DOC ID: 2023**SCHEDULED
ACTION ITEM (ID # 2023)****Item Title:**

Consideration of and possible action on a recommendation to approve a change order in an amount not to exceed \$191,632.00 to the construction contract for Phase One of Evelyn's Park with Linbeck Group, LLC, and on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the City Manager of the City of Bellaire, Texas, to execute said change order. The change order will be executed only upon receipt of the funds associated with said change order in an amount not to exceed \$191,632.00 from the Evelyn's Park Conservancy, and will be authorized for no more than the amount of funding received from the Evelyn's Park Conservancy - Submitted by Michelle Jordan, Project Manager.

Background/Summary:**Summary of Overall Project Status:**

The City of Bellaire entered into a construction contract with Linbeck Group, LLC (Linbeck) on June 1, 2015. The contract is funded by a combination of City of Bellaire bond funds (up to \$5,000,000.00) and donations received from the Evelyn's Park Conservancy (EPC). To date, there have been multiple change orders issued and approved for the project that have resulted in an adjusted contract value.

Original Contract Value:	\$6,262,541.00
Change Order #1 (approved):	\$115,549.00 (solar panels)
Change Order #2 (approved):	\$146,195.00 (subgrade mitigation, pothole investigation & tree removal)
Change Order #3 (approved):	Administrative Change Order (no change to GMP Contract Value)
Change Order #4 (approved):	\$2,023.00 (framing, ceiling fans, beams)
Change Order #5 (approved):	\$80,143.00 (cost of multiple changes, including sanitary lines, rebar, etc)

The current Proposed Change (PC) is for \$191,632.00 and will cover the various kitchen revisions and additions to the restaurant / café portion of the project. As with all cost increases, this amount will be funded by the Evelyn's Park Conservancy prior to authorization by the City of Bellaire.

Council previously approved change orders to the project in an amount not to exceed \$132,500.00 on June 20, 2016. At that time, the exact cost of some changes was not known. Since then, EPC has funded and COB has approved \$80,143.00 in changes to the project. There are no more significant change orders that will fall under the June 20 Council approved amount. The scope identified for that approval was accomplished except for the kitchen changes.

The proposed kitchen change represents an important change to the project that will allow better operations for the café vendor, and is supported fully by the Evelyn's Park Conservancy.

Previous Council Action Summary:

June 1, 2015: Ordinance 15-027 approving Linbeck Group, LLC construction contract for \$6,262,541.00.

June 1, 2015: Budget Amendment 15-027 in an amount of \$1,362,541.00.

June 1, 2015: Resolution 15-02 to accept contribution of \$1,362,541.00 From EPC to be used for construction of the Park.

July 20, 2015: Change Order #1 (Ordinance 15-042) to install solar panels on the project for \$115,549.00, which brought the contract value up to \$6,378,090.00.

July 20, 2015: Resolution 15-06 to accept contribution of \$115,549.00 for Change Order #1.

November 2, 2015: Change Order #2 (Ordinance 15-072) for subgrade mitigation work on the project for up to \$177,105.00, which brought the contract value up to an amount not to exceed \$6,555,519.00.

November 2, 2015: Resolution 15-09 to accept contribution up to \$177,105.00 for Change Order #2.

June 20, 2016: Council approved acceptance of up to \$132,500.00 in additive change orders to the project (to be incorporated into Change Order #5).

Fiscal Impact:

With this approval, the contract value will change to an amount not to exceed \$6,798,083.00. The entire cost of this proposed not-to-exceed change order will be funded by the Evelyn's Park Conservancy (with assistance from the Cafe Vendor).

Recommendation:

Michelle Jordan recommends City Council accept funding from the Evelyn's Park Conservancy in an amount of up to \$191,632.00 and authorize Paul Hofmann, City Manager, to execute a Change Order with Linbeck Group, LLC in an amount not to exceed \$191,632.00 for the proposed kitchen change to the Project once funds have been received from the Conservancy.

ATTACHMENTS:

- Letter to Council in support of PR 11 Cafe Changes (PDF)

Memorandum

Date: September 8th, 2016

To: Bellaire City Council
From: Evelyn's Park Conservancy
Re: Proposed changes to Evelyn's Park Café
Cc: Paul Hoffman, Michelle Jordan

Dear Council Members:

In conjunction with City Staff, Evelyn's Park Conservancy is requesting approval of proposed changes to the layout of the on-site café. These changes are the result of a long and extensive planning and negotiation process between EPC, the City, the Café Operator, the Contractor, and the Design Team. The driving reasons for the change are: first, to add a walk-in refrigerator and freezer space for better handling of peak demand for food in the Park, and second, to add additional capacity for both trash and a recycling dumpsters, which is in keeping with our mission of sustainability and environmental responsibility. Although the final number is higher than originally anticipated, Evelyn's Park Conservancy is planning to fund the change, as we believe it will enhance the overall experience for park-goers, add to our mission pillars, and assist with the revenue-generating portions of the Park's operations.

The Conservancy intends to fund the project through a combination of projected savings identified in the project timeline, funds already budgeted for this work, funds contributed to build-out costs by the Café Operator, and funds contributed by the Conservancy from existing cash and budgeted fundraising through year-end.

There will be no further impact to the project schedule beyond the dates already presented to Council in our last quarterly update.

Conservancy members will be on-hand at the Council meeting to answer any questions together with City Staff.

Thanks and best regards,
Evelyn's Park Conservancy

Mayor and Council

7008 S. Rice Avenue
Bellaire, TX 77401



Meeting: 09/12/16 06:00 PM
Department: Finance Administration
Category: Ordinance
Department Head: Paul A. Hofmann
DOC ID: 2025

**SCHEDULED
ORDINANCE (ID # 2025)**

Item Title:

Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, adopting a new rate schedule for water and sewer services for residential and nonresidential ratepayers - Submitted by Terrence Beaman, Chief Financial Officer.

Background/Summary:

Management Project 1612 "Conduct Water and Wastewater rate analysis and prepare for FY implementation" was completed back in March of 2016. Since its completion, several public meetings have taken place to discuss the water and sewer rates.

The last rate increase took place back in 2006 which means the City's rates haven't been increased in over 10 years.

Here is a chronology of how we got to this point:

- 1) April 25, 2016-presentation of water and wastewater rate study.
- 2) July 11, 2016-staff presented a 25% rate increase
- 3) August 16, 2016-staff presented a tiered rate increase over five-year period.

Based on prior meetings and Council direction, staff is presenting and recommending a rate increase of 17.5% in FY 2017, 13.5% in FY 2018, and 7% in FY's 2019, 2020 and 2021.

Here is a chronology of how we got to this point:

- 1) April 25, 2016-presentation of water and wastewater rate study and proposed rate increase.
- 2) July 11, 2016-Town Hall meeting.
- 3) August 16, 2016-staff presented two revised rate scenarios with rate increase over a five-year period.

Based on prior meetings and Council direction, staff is presenting and recommending a rate increase of 17.5% in FY 2017.

Previous Council Action Summary:

Council set the current water and waste water rates in November 2006.

Fiscal Impact:

The proposed rates would generate an additional 17.5% revenue in FY 2017 compared to FY 2016, to cover anticipated expenses in the Enterprise Fund.

Recommendation:

Terrence Beaman, CFO Staff is recommending Council approve the water and waste water rate increase to ensure the City can continue to operate its water and waste water operations and to rebuild the City's 60-day year-end fund balance requirement to ensure compliance with City's Comprehensive Financial Management Policies.

ATTACHMENTS:

- Adoption of Water and Wastewater Rate Schedule for the City of Bellaire (DOCX)
- Pending Rates (DOCX)
- Aug-Rate Pres 1F (PDF)



ORDINANCE NO. 16-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, ADOPTING A NEW RATE SCHEDULE FOR WATER AND SEWER SERVICES FOR RESIDENTIAL AND NONRESIDENTIAL RATEPAYERS.

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

1. THAT the City Council of the City of Bellaire, Texas (City Council), in accordance with *Section 31-41, Water rates*, and *Section 31-42, Sewer service rates*, of *Chapter 31, Utilities, Article II, Rates and Charges*, of the *Code of Ordinances of the City of Bellaire, Texas*, has the authority to determine water and sewer service rates for its residential and nonresidential ratepayers.

2. THAT based on a review of the City of Bellaire's current water and sewer service rates and expenses, the City Council has determined that an increase in said rates is prudent and necessary.

3. THAT the City Council hereby adopts a new rate schedule for water and sewer services for residential and nonresidential ratepayers within the corporate limits of the City of Bellaire, and for residential and nonresidential ratepayers outside the corporate limits of the City of Bellaire, in a form as attached hereto and marked Exhibit "A."

4. THAT to the extent of any conflict, this Ordinance supersedes Ordinance Nos. 06-091 and 07-068, heretofore previously adopted by the City Council of the City of Bellaire, Texas, on November 6, 2006, and on November 19, 2007, respectively.

5. **THAT** the effective date of the new fee schedule shall be October 1, 2016.

PASSED and **APPROVED** this 12th day of September, 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



FY 2017

Water and Sewer Rates

Approved by City Council –
Ordinance No. 16 -

Water/Sewer Base Rates

Monthly Base Charge – Based on Water Meter Size

Meter Size	Base Water Rate	Base Sewer Rate
5/8 & 3/4 – Inch	\$6.25	\$6.50
1 – Inch	\$15.63	\$6.50
1 ½ - Inch	\$31.25	\$6.50
2 – Inch	\$50.00	\$6.50
2 ½ - Inch	\$75.00	\$6.50
3 – Inch	\$93.75	\$6.50
4 – Inch	\$156.25	\$6.50
6 – Inch	\$312.50	\$6.50
8 – Inch	\$500.00	\$6.50

Water/Sewer Volumetric Rates

Volumetric Rates – Per 1,000 Gallons

Volume Consumed	Base Water Rate	Base Sewer Rate
0 – 2,000	\$1.50	\$2.50
2,001 – 4,000	\$2.00	\$2.50
4,001 – 6,000	\$2.50	\$2.50
6,001 – 8,000	\$2.75	\$2.50
8,001 – 10,000	\$3.25	\$2.50
10,001 – 15,000	\$3.75	\$2.50
15,001 – 20,000	\$4.00	\$2.50
20,000+	\$4.50	\$2.50

Winter Averaging – for Residential Customers

Water consumption for the three highest months of November, December, January, and February will be totaled and an average consumption for those three months will be calculated. That average usage will then become the "winter average" on which the sewer volumetric charge is based for the next twelve months.

Proposed Rate September 12



- Assumes minor changes in both base rates & volumetric rates

Meter Type/ Size	Factor	Current		September 12 Proposed Rates	
		Water & Irr	Sewer	W&I- Rev3	S-Rev3
5/8 & 3/4	1	\$4.48	\$6.03	\$6.25	\$6.50
1	2.5	\$11.20	\$6.03	\$15.63	\$6.50
1 1/2	5	\$22.40	\$6.03	\$31.25	\$6.50
2	8	\$35.84	\$6.03	\$50.00	\$6.50
2 1/2 (None)	12	N/A	\$6.03	\$75.00	\$6.50
3	15	\$71.69	\$6.03	\$93.75	\$6.50
4	25	\$123.21	\$6.03	\$156.25	\$6.50
6	50	\$252.25	\$6.03	\$312.50	\$6.50
8	80	\$380.80	\$6.03	\$500.00	\$6.50
10 (None)	115	N/A	\$6.03	\$718.75	\$6.50
Govt	N/A	\$0.00	\$0.00	\$0.00	\$0.00

Consumption		Current (Res. Only)		September Proposed Ra	
Category	Volumes	Water Vol	Sewer Vol	W&I- Rev3	S-R
1	0-2000	\$1.50	\$2.40	\$1.50	\$2
2	2001-4000	\$2.50	\$2.40	\$2.00	\$2
3	4001-6000	\$2.50	\$2.40	\$2.50	\$2
4	6001-8000	\$2.50	\$2.40	\$2.75	\$2
5	8001-10000	\$2.50	\$2.40	\$3.25	\$2
6	10001-15000	\$3.50	\$2.40	\$3.75	\$2
7	15001-20000	\$3.50	\$2.40	\$4.00	\$2
8	20001+	\$3.50	\$2.40	\$4.50	\$2

Attachment: Aug-Rate Pres 1F (2025) : An ordinance authorizing a revision to the water

Bill Comparisons



<u>Billing Scenario</u>	<u>Current Total Bill</u>	<u>April 25th Proposed Rates</u>	<u>September 12 Proposed Rates</u>
Residential Comparison # 1 (5/8" Meter - 500 Gallons)	\$12.46	\$27.31	\$14.75
Residential Comparison # 2 (1" Water 12,800 Gallons)	\$80.75	\$122.20	\$88.63
Residential Comparison # 3 (1" Water & Irrigation Meter 7,100/2,000 Gallons)	\$64.22	\$140.31	\$73.54
Residential Comparison # 4 (1" Water & Irrigation Meter 18,300/14,000 Gallons)	\$161.40	\$235.16	\$178.46
Commercial Comparison # 1 (1" Water 9,700 Gallons)	\$62.76	\$105.30	\$69.41
Average Residential Comparison (3/4" Water & Irrigation Meter 8,000/9,500 Gallons)	\$73.94	\$98.23	\$78.88

Attachment: Aug-Rate Pres 1F (2025) : An ordinance authorizing a revision to the water

FY 2017 – FY 2021 FIVE-YEAR FISCAL FORECAST ENTERPRISE FUND



\$Millions	FY16P	FY17	FY18	FY19	FY20	FY21
Beginning Fund Balance	\$2.68	\$1.44	\$0.72	\$0.83	\$1.09	\$1.21
Recurring Revenue	\$7.38	\$8.35	\$9.57	\$9.94	\$10.33	\$10.70
Percent Increase from Rates		13.5%	17.5%	7%	7%	7%
Recurring Expense	\$5.96	\$6.33	\$6.42	\$6.60	\$6.79	\$6.95
Vehicle/ Equip Replacement	\$0.54	\$0.52	\$0.51	\$0.51	\$0.52	\$0.52
Transfer to General	\$0.62	\$0.62	\$0.62	\$0.62	\$0.62	\$0.62
Transfer to Debt Service	\$0.95	\$0.95	\$1.80	\$1.84	\$2.12	\$2.22
Transfer to CIP	\$0.53	\$0.65	\$0.10	\$0.10	\$0.16	\$0.16
Ending Fund Balance	\$1.44	\$0.72	\$0.83	\$1.09	\$1.21	\$1.44
30/60 Day req	\$0.55	\$0.58	\$0.59	\$0.60	\$0.62	\$1.21
Over/(Under) 30/60 day	\$0.90	\$0.14	\$0.24	\$0.48	\$0.59	\$0.16

Attachment: Aug-Rate Pres 1F (2025 : An ordinance authorizing a revision to the water

Mayor and Council7008 S. Rice Avenue
Bellaire, TX 77401Meeting: 09/12/16 06:00 PM
Department: Finance Administration
Category: Truth-In-Taxation
Department Head: Terrence Beaman
DOC ID: 2001**SCHEDULED
ACTION ITEM (ID # 2001)****Item Title:**

Consideration of and possible action regarding the taking of a record vote to increase the tax revenue for the City of Bellaire, Texas for the 2016 Tax Year by proposing a tax rate of \$0.3874 per \$100 valuation and authorizing the City Clerk and Chief Financial Officer to publish a "Notice of 2016 Tax Year Proposed Property Tax Rate for the City of Bellaire." The dates for two public hearings on the referenced proposal are Thursday, September 29, 2016, and Monday, October 10, 2016, both of which will be held at 6:00 p.m. in the Council Chamber, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas 77401 - Submitted by Terrence Beaman, Chief Financial Officer.

Background/Summary:

The Texas Constitution sets out the general requirements for truth-in-taxation. The laws require specific steps and language in the process of adopting a tax rate. When a proposed rate exceeds the rollback rate or the effective rate, whichever is lower, the taxing unit's governing body must vote to place a proposal to adopt the rate on the agenda of a future meeting as an action item. This vote must be recorded and the proposal must specify the desired rate. If the motion passes, the taxing unit must schedule two public hearings on the proposal.

For tax year 2016 (FY2017), the effective tax rate is \$0.3665, the rollback tax rate is \$0.3924 and the revised proposed tax rate is \$0.3874 per \$100 valuation. The proposed rate increases the current rate of \$0.3805 per \$100 valuation to proposed rate, which is lower than the rollback rate which is the maximum rate allowed without being subject to a rollback election. The proposed tax rate exceeds the lower effective rate by \$0.0209 or 5.7%. Since the proposed rate does exceed the lower effective rate, the City Council must vote to place a proposal to adopt the rate on the agenda of a future meeting as an action item and in so doing, must specify the rate. If the motion passes, the City Council must schedule two public hearings on the proposal. The second public hearing may not be earlier than 3 days after the first public hearing. The meeting to adopt the tax rate must occur 3 - 14 days after the second public hearing.

The dates for said public hearings are Thursday, September 29, 2016, 6:00 p.m. in the Council Chamber, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas, and Monday, October 10, 2016, at 6:00 p.m. in the Council Chamber, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas. In accordance with the planning calendar, which is based on the truth-in-taxation requirements, the meeting to adopt the tax rate is scheduled for Monday, October 17, 2016.

Staff is recommending Council prepare to adopt the tax rate at \$0.3874 based on the proposed FY 2017 General Fund revenue budget previously presented to Council in the amount of \$12,227,674. If the effective rate were to be adopted, the City's FY 2017 General Fund proposed revenue budget would be short approximately \$1 million dollars

(\$1,001,835) and would require the FY 2017 proposed operating budget to be reduced to maintain a balanced budget.

Previous Council Action Summary:

Acceptance of 2016 Tax Roll and calculated Effective and Rollback Tax Rates.

Fiscal Impact:

Property Tax revenues are included in the FY 2017 budget adopted on September 19, 2016.

Recommendation:

CFO recommends Council take action as required.

ATTACHMENTS:

- Agenda back up comparative info. (XLSX)
- Planning calendar (PDF)
- Rate public notice (PDF)

**City of Bellaire
Comparative Information on Tax Rate
FY 2017 Proposed Budget Calculation**

	Proposed FY 2017 Budget	Certified Tax Rolls	Difference
HCAD Source Date Dated		8/22/2016	
Application of Proposed Tax Rate:			
Estimate/Certified Taxable Value	4,817,763,760	4,802,110,312	(15,653,448)
Certified Collection Ratio	99.57	99.82	
Basis for Revenue Projection	4,797,047,376	4,793,466,513	(3,580,862)
General Fund: (Projected with 8% increase plus taxes estimated from new property)			
Tax Rate/\$100 Value			
Property Tax Revenue	12,227,674	12,228,133	459
Debt Service Fund:			
Tax Rate/\$100 Value	0.1347	0.1323	
Property Tax Revenue	6,461,623	6,341,756	(119,867)
Total			
Tax Rate/\$100 Value			
Property Tax Revenue	18,689,297	18,569,889	(119,407)

With adoption of the tax rate, property tax revenues based on the certified tax roll received 8/22/2016 are \$119,407 less than the proposed budget from July 18, 2016.

Application of Effective Tax Rate:

TNT - Effective Tax Rate	0.3665
TNT - Rollback Tax Rate	0.3924

	Proposed Rate 7-18-16	Proposed Rate 9-12-16	
Proposed Tax Rate/Effective Tax Rate	0.3896	0.3874	
Estimate/Certified Taxable Value	4,817,763,760	4,802,110,312	(15,653,448)
Collection Ratio	99.57	99.82	
Basis for Revenue Projection	4,797,047,376	4,793,466,513	(3,580,862)
General Fund:			
Tax Rate/\$100 Value	0.2549	0.2551	
Property Tax Revenue	12,227,674	12,228,133	459
Debt Service Fund:			
Tax Rate/\$100 Value	0.1347	0.1323	
Property Tax Revenue	6,461,623	6,341,756	(119,867)
Total			
Tax Rate/\$100 Value	0.3896	0.3874	
Property Tax Revenue	18,689,297	18,569,889	(119,407)

If the City were to adopt the effective tax rate, based on the certified tax roll received 8/22/2016, property tax revenues would be \$1,001,835 less than the proposed budget. In this illustration, the entire difference is shown in the General Fund tax rate as per the 2016 Truth-In-Taxation Guide. The adopted rate must equal the debt service rate published.

Attachment: Agenda back up comparative info. (2001 : Record Vote to Increase Tax Revenue)

2016 Planning Calendar

City of Bellaire

Date: 09/06/2016 07:09

Date	Activity
April-May	Mailing of notices of appraised value by chief appraiser.
April 30*	The chief appraiser prepares and certifies to the tax assessor for each county, municipality, and school district participating in the appraisal district an estimate of the taxable value.
May 15*	Deadline for submitting appraisal records to ARB.
July 20 (Aug. 30)	Deadline for ARB to approve appraisal records.
July 25	Deadline for chief appraiser to certify rolls to taxing units.
July 18, 2016	Certification of anticipated collection rate by collector.
August 22, 2016	Calculation of effective and rollback tax rates.
September 12, 2016	Submission of effective and rollback tax rates to governing body.
September 9, 2016	72-hour notice for meeting (<i>Open Meetings Notice</i>).
September 12, 2016	Meeting of governing body to discuss tax rate; if proposed rate tax rate will exceed the rollback rate or the effective tax rate (whichever is lower), take record vote and schedule public hearing.
September 21, 2016	Publish the Notice of Property Tax Rates by September 1 or the 30th day after the first date that the taxing unit has received each applicable certified appraisal roll. Notice must also be posted on the municipality's website.
September 26, 2016	72-hour notice for public hearing (<i>Open Meetings Notice</i>)
September 29, 2016	Public hearing.
October 7, 2016	72-hour notice for second public hearing (<i>Open Meetings Notice</i>)
October 10, 2016	Second public hearing (may not be earlier than 3 days after first public hearing); schedule and announce meeting to adopt tax rate 3-14 days from this date.
October 14, 2016	72-hour notice for meeting at which governing body will adopt tax rate (<i>Open Meetings Notice</i>)
October 17, 2016	Meeting to adopt tax rate. Meeting is 3 to 14 days after second public hearing. Taxing unit must adopt tax rate by Sept. 30 or 60 days after receiving certified appraisal roll, whichever is later.

*Tax Code Section 81.06 directs that if a date falls on a weekend, the deadline is extended to the following regular business day

Attachment: Planning calendar (2001 : Record Vote to Increase Tax Revenue)

NOTICE OF 2016 TAX YEAR PROPOSED PROPERTY TAX RATE FOR CITY OF BELLAIRE

A tax rate of \$0.3874 per \$100 valuation has been proposed for adoption by the governing body of City of Bellaire. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

The governing body of City of Bellaire proposes to use revenue attributable to the tax rate increase for the purpose of .

PROPOSED TAX RATE	\$0.3874 per \$100
PRECEDING YEAR'S TAX RATE	\$0.3805 per \$100
EFFECTIVE TAX RATE	\$0.3665 per \$100
ROLLBACK TAX RATE	\$0.3924 per \$100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for City of Bellaire from the same properties in both the 2015 tax year and the 2016 tax year.

The rollback tax rate is the highest tax rate that City of Bellaire may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS FOLLOWS:

$$\text{property tax amount} = (\text{rate}) \times (\text{taxable value of your property}) / 100$$

For assistance or detailed information about tax calculations, please contact:

Terrence Beaman
 CFO
 City of Bellaire, 7008 S. Rice Ave., Bellaire, Texas
 713 662-8251
 Tbeaman@bellairetx.gov
 www.bellairetx.gov

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

First Hearing: September 29, 2016 at 6:00 PM at City of Bellaire, City Hall Council Chambers, 7008 S. Rice Avenue, Bellaire, Texas 77401.

Second Hearing: October 10, 2016 at 6:00 PM at City of Bellaire, City Hall Council Chambers, 7008 S. Rice Avenue, Bellaire, Texas 77401.

Attachment: Rate public notice (2001 : Record Vote to Increase Tax Revenue)

Mayor and Council

7008 S. Rice Avenue
Bellaire, TX 77401



Meeting: 09/12/16 06:00 PM
Department: City Clerk
Category: Budget
Department Head: Tracy L. Dutton
DOC ID: 2028

**SCHEDULED
ACTION ITEM (ID # 2028)**

Item Title:

Consideration of and possible action on a recommendation and request to include a new line item in the FY 2017 Budget entitled "Beautification/Urban Design" and funded in the amount of \$700,000, in the manner as was done for FY 2016, with \$350,000 funded from sources determined by the City Manager and the remaining \$350,000 funded from earmarked CIP projects as decided by the City Manager. Funds would be used in accordance with final design principles and guidelines developed by Terrain Studio - Submitted by Michael Fife, Council Member.

Background/Summary:

Michael Fife, Council Member, has recommended and is requesting City Council consideration to include a new line item in the FY 2017 Budget entitled "Beautification/Urban Design" funded in the amount of \$700,000. By utilizing the process followed by City Council for FY 2016, \$350,000 would be funded from sources determined by the City Manager and the remaining \$350,000 would be funded from earmarked CIP projects as decided by the City Manager.

Projects meeting the final design principles and guidelines developed by Terrain Studio to be undertaken or started in FY 2017 include:

- Bellaire Boulevard Gateways Project

Pedestrian, landscaping, and lighting improvements to the Bellaire Boulevard and Loop 610 intersection for the purpose of 1) upgrading and improving the underpass lighting fixtures and illumination; 2) improving the endcap landscaping; 3) designing and installing entryway signage; and 4) improving pedestrian and bicycle crossing safety for outer loop connectivity to Evelyn's Park.

- Phase II Design

Design development fees for the next phase (Phase II) of the beautification plan development by Terrain Studio, as guided by the final and accepted Conceptual Beautification Master Plan.

Previous Council Action Summary:

N/A

Fiscal Impact:

New line item in the FY 2017 Budget - Beautification/Urban Design in the amount of \$700,000.

Recommendation:

Action Item (ID # 2028)

Meeting of September 12, 2016

Council Member Michael Fife recommends favorable action on this agenda item.

Mayor and Council

7008 S. Rice Avenue
Bellaire, TX 77401



Meeting: 09/12/16 06:00 PM
Department: City Clerk
Category: Discussion
Department Head: Tracy L. Dutton
DOC ID: 2029

**SCHEDULED
ACTION ITEM (ID # 2029)**

Item Title:

Consideration of and possible action on a recommendation and request to earmark the remaining amount of the FY 2016 Beautification funds, estimated to be \$170,000, to be used for the design and construction of a Pilot Esplanade Beautification Project to be located at the Bellaire Boulevard and South Rice Avenue intersection, and on providing direction to the City Manager to work with Terrain Studio on a contract for said services to be approved at a future City Council meeting - Submitted by Michael Fife, Council Member.

Background/Summary:

Currently, the remaining FY 2016 Beautification funds are estimated to total \$170,000. Council Member Michael Fife has requested that those funds be earmarked to be used for the design and construction of a Pilot Esplanade Beautification Project to be located at the Bellaire Boulevard and South Rice Avenue intersection.

The Pilot Esplanade Beautification Project, as currently envisioned, would consist of landscaping improvements, electrical connection improvements, and lighting improvements, which would become the model design standard for other similar intersection improvements.

Approval of this agenda item would include providing direction to the City Manager to work with Terrain Studio on a contract for the design and construction of the Pilot Beautification Project, said contract of which would be presented to City Council for their consideration at a future City Council meeting.

Previous Council Action Summary:

N/A

Fiscal Impact:

FY 2016 Beautification Funds - \$170,000.

Recommendation:

Council Member Michael Fife recommends favorable action on this agenda item request.

Mayor and Council

7008 S. Rice Avenue
Bellaire, TX 77401



Meeting: 09/12/16 06:00 PM
Department: City Clerk
Category: Appointment
Department Head: Tracy L. Dutton
DOC ID: 2010

**SCHEDULED
ACTION ITEM (ID # 2010)**

Item Title:

Consideration of and possible action on the selection of Trustees for Places 6-9 to serve on the Texas Municipal League Intergovernmental Risk Pool (TMLIRP) Board of Trustees for a six-year term commencing on October 1, 2016, and ending September 30, 2022 - Submitted by Tracy L. Dutton, City Clerk, on behalf of the TMLIRP.

Background/Summary:

The Texas Municipal League Intergovernmental Risk Pool (TMLIRP) is a self-insurance program founded and created by governmental entities under the Texas Interlocal Cooperation Act in 1974. The TMLIRP serves over 2,800 governments and political subdivisions and is the oldest and largest pool of its type in the United States. Insurance coverage types purchased by the City of Bellaire through the TMLIRP include workers' compensation, liability, and property.

The TMLIRP is governed by a Board of Trustees ("Board") elected by its members to serve six-year terms that begin on October 1. Four members of the Board (Places 6-9) are up for election this year.

As a member of the TMLIRP, the City Council is entitled to vote for Board members. You are asked to vote for one candidate for each place or to write in the name of an eligible person. In order to be eligible to serve on the Board for the TMLIRP, the Bylaws provide that the individual must be an employee or an official of a governing body of a governmental entity that is a member of the TMLIRP. The deadline for submission of the City's Official Ballot to the Secretary of the Board, David Reagan, is September 30, 2016.

A brief biography is included on the attached Official Ballot for each of the officials nominated to serve a six-year term.

Previous Council Action Summary:

On September 13, 2010, the City Council considered the selection of trustees for Places 6-9, but chose not to submit a ballot to TMLIRP.

Fiscal Impact:

N/A

Recommendation:

Action as City Council deems appropriate.

ATTACHMENTS:

- Official Ballot - TMLIRP - Board of Trustees Election - 2016 (PDF)

OFFICIAL BALLOT

Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election

This is the official ballot for the election of Places 6 – 9 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. Each Member of the Pool is entitled to vote for Board of Trustee members. Please record your organization's choices by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate for each place.

The officials listed on this ballot have been nominated to serve a six-year term on the TML Intergovernmental Risk Pool (Workers' Compensation, Property and Liability) Board of Trustees.

Ballots must reach the office of David Reagan, Secretary of the Board, no later than September 30, 2016. Ballots received after September 30, 2016, cannot be counted. **The ballot must be properly signed and all pages of the ballot must be mailed to: Trustee Election, David Reagan, Secretary of the Board, P.O. Box 149194, Austin, Texas 78714-9194. If the ballot is not signed, it will not be counted.**

PLACE 6

- Mary Gauer** (Incumbent). Ms. Gauer has served on the TML Risk Pool Board of Trustees since 1998 and as Chair from 2010 to 2012. She served on the Harker Heights City Council from 1991 to 1998, and as Mayor from 1998 to 2004. Ms. Gauer serves as an elected citizen member of the Executive Committee of the Central Texas COG. She has served as President of the TML Association of Mayors, Councilmembers and Commissioners and the TML Region 9. She has also served as chair or member of several TML legislative committees.

- Kyle J. Jung**. City Manager for Manvel (Region 14) since January 17, 2012. Mr. Jung has more than 20 years of local government experience working for the cities of Flatonia and Sour Lake as City Manager, cities of Lubbock and Big Spring in various administrative roles, and with the Texas Municipal League. At the Texas Municipal League, he was chiefly responsible for the governance of the Texas City Management Association. Mr. Jung has a Master's degree in public administration with an emphasis in budgeting and personnel management from Texas Tech University.

WRITE IN CANDIDATE:

PLACE 7

Richard Jorgensen. City Manager of Giddings (Region 10). Previously, he served as City Manager for Vidor, Silsbee, and Sour Lake. Mr. Jorgensen has 20 years' experience in city government preparing, coordinating and monitoring the annual fiscal budget. He has also been involved in 4A and 4B economic development corporations for 13 years as either chairman or as a director. He has a Bachelor's degree in business administration and a Master's degree in public administration. He is involved with the Texas City Managers Association, serving on the Board for two years.

C.J. Wax (Incumbent). Mayor of Rockport since 2010. Mr. Wax is the current President of TML and served as the TML Region 11 Board Representative to the TML Board from 2011-15. He has served on the TML Risk Pool Board since 2013. He also has served on the Care Regional Board of Trustees since 2014 (currently as Chairman), on the Texas Windstorm Task Force under Chairman Todd Hunter, and on the Rockport Planning and Zoning Commission from 2009-10. He currently represents Rockport on the Coastal Bend COG, Aransas County Pathways, and Storm Water Advisory Committees.

WRITE IN CANDIDATE:

PLACE 8

Jim Cox. City Administrator for the City of Leonard (Region 13) since October 1, 2015. He previously served as City Administrator in Lindale, Texas, and Groesbeck, Texas. He also served for two terms on the City Council and on the Home Rule Charter Commission for Bay City, Texas. Mr. Cox is active in TCMA serving on the Membership Committee and Small Cities Advisory Board. He is a graduate of the Certified Public Manager Program at Stephen F. Austin University and attended the University of Texas at Arlington majoring in Business Administration.

Andrea M. Gardner. City Manager for the City of Copperas Cove (Region 9) since 2007. Previously, she was the Assistant City Manager/Director of Finance for Copperas Cove, Director of Finance for Pearland, and the Senior Budget Coordinator for Pasadena. She holds a Bachelor's degree in Accounting from the University of Houston and is a Certified Public Manager. Ms. Gardner also serves on the Metropolitan Planning Organization Technical Committee as the City's representative and the Central Texas COG's Executive Committee as a Citizen Liaison.

Larry Melton (Incumbent). Mayor for Odessa (Region 4) from 2001 to 2012. Mr. Melton also served three years as a councilmember. He has served on the TML Risk Pool Board of Trustees since 2009 and as Chair since 2014. He is the Chief Executive Officer of a regional public accounting firm, Johnson, Miller and Company, where he is responsible for all administrative and human resources areas of the firm. Previously, Mr. Melton was in the banking business for approximately 30 years. He is active in the United Way of Odessa and Odessa Chamber of Commerce. In 1993, he was honored as Odessa's outstanding citizen.

WRITE IN CANDIDATE:

PLACE 9

Richard L. Davis. City Manager for Baytown (Region 14) since 2015. Mr. Davis also served as City Manager for West Jordan, Utah; Town Manager for Fountain Hills, Arizona; and City Manager for West Point City, Utah. He has a Bachelor's degree in Public Relations from BYU and a Master's degree in Public Administration from BYU. He is a graduate of the Romney Institute of Public Management (Marriott School of Management) and the recipient of the Lennis M. Knighton Award for high academic achievement. He is a credentialed Municipal Manager by the International City and County Management Association.

Andres Garza (Incumbent). City Manager for the City of Wharton (Region 14) since 1994. Mr. Garza has served on the TML Risk Pool Board of Trustees since 1984, serving as Chair from 1994-1996. He served as the Pearsall City Manager from 1980 to 1994. Mr. Garza has been in public service for over 39 years of which 36 have been as a City Manager. He serves on the TML Small City's Advisory Council, has a BBA degree from Southwest Texas State University, and is a member of TCMA and ICMA.

Rick A. Schroder. City Administrator for the City of Helotes (Region 7) since September 2008. Mr. Schroder also served Helotes as the Economic Development Corporation's Specialist from November 2006 to September 2008. He graduated Magna Cum Laude from Trinity University in 2004 and earned a Master of Public Service and Administration in 2006 from the George H.W. Bush School of Government and Public Service at Texas A&M University. He interned for Congressman Henry Bonilla and for Ron Kaufman, former White House Political Director for President George H.W. Bush.

WRITE IN CANDIDATE:

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the public entity named below.

Witness by hand, this _____ day of _____, 2016.

Signature of Authorized Official

Title

Printed Name of Authorized Official

Printed Name of Political Entity