



CITY OF BELLAIRE TEXAS

MAYOR AND COUNCIL

JANUARY 23, 2017

Council Chamber and Council Conference Room Regular Session

5:45 PM

7008 S. RICE AVENUE
BELLAIRE, TX 77401

REGULAR SESSION - 5:45 P.M.

I. REGULAR MEETING

A. Call to Order - 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 5:45 p.m. on Monday, January 23, 2017. The Regular Session was held in the Council Chamber, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas 77401-4411.

B. Announcement of a Quorum - Andrew S. Friedberg, Mayor.

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	Present
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, and Tracy L. Dutton, City Clerk. Alan P. Petrov, City Attorney, arrived after the interviews were conducted and participated in the remainder of the Regular Meeting and the Closed Meeting.

*Council Member Pat B. McLaughlan arrived shortly after the Regular Session was called to order and went directly into the Council Conference Room where interviews of board and commission applicants were being conducted.

C. Board and Commission Interviews (Council Conference Room):

Interview, discussion, and evaluation of applicants interested in serving as the citizen member of the Audit Finance Board of the City of Bellaire, Texas, and in filling a vacancy on the Cultural Arts Board of the City of Bellaire, Texas - Submitted by Tracy L. Dutton, City Clerk.

Mayor Friedberg announced that members the City Council would move into the Council Conference Room to conduct interviews of applicants interested in serving on the Audit Finance Board and the Cultural Arts Board. Members of the

public were invited to join City Council in the Council Conference Room for the interviews.

Members of City Council interviewed three (3) applicants for the Audit Finance Board and three (3) applicants for the Cultural Arts Board as follows:

Time of Interview	Applicant	Area of Interest
5:45 p.m. - 6:00 p.m.	Jeanne Parker	Cultural Arts Board
6:00 p.m. - 6:15 p.m.	Patricia D. Lunn, CPA	Audit Finance Board
6:15 p.m. - 6:30 p.m.	Shampa C. Mukerji	Cultural Arts Board
6:30 p.m. - 6:45 p.m.	Jason Taibel, CPA	Audit Finance Board
6:45 p.m. - 7:00 p.m.	Sneha Bhavsar	Cultural Arts Board
7:00 p.m. - 7:15 p.m.	Griff Godwin, CPA	Audit Finance Board

One other applicant, Susan Downs, was interviewed by the City Council on January 5, 2017. Ms. Downs' area of interest was the Cultural Arts Board.

After the interview process and following a brief recess, members of the City Council returned to the Council Chamber at 7:25 p.m. on Monday, January 23, 2017, and continued with the Regular Meeting.

D. Inspirational Reading and/or Invocation - Trisha S. Pollard, Council Member.

Trisha S. Pollard, Council Member, provided the inspirational reading.

E. Pledges of Allegiance - Trisha S. Pollard, Council Member.

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

F. Personal/Audience Comments.

Mayor Friedberg announced that oral comments would be received by the City Council on subjects other than the subject of item H.2.a., which were the proposed amendments to the zoning regulations for the R-MF Residential Multifamily District and related sections, as oral public comment on that item was closed following the public hearing previously held. Mayor Friedberg reminded speakers that the time limit for public comments was five (5) minutes, with no extension, and with notice after four (4) minutes that one (1) minute was left.

James Rowe:

Mr. Rowe addressed City Council to follow up on the City investigation that he was told would be completed on January 15, 2017, and indicated that he was interested in the conclusion of the investigation.

Mr. Rowe also advised that the home being constructed next to him had a dangerous construction fence around it, in his opinion. He noted that materials were sticking out of the fence, such as wooden stakes. Mr. Rowe reported that construction debris had fallen into his yard and that a new excessive drainage problem had been created in his yard, in his opinion, from the new construction.

Although the new construction had been red-tagged on January 12, 2017, Mr. Rowe

reported that building continued.

Kerry Dunn:

Mr. Dunn addressed City Council regarding street flooding/drainage issues in the 4500 block of Mimosa Drive. Mr. Dunn indicated that it was his position that the one drain at the end of the cul-de-sac was too small to cover the 22-23 homes on Mimosa Drive. During heavy rains, the drain became clogged up with debris and leaves, making it necessary for Mr. Dunn and one of his neighbors to clear the drain of debris and leaves so that water would flow out.

Mr. Dunn reported that he had received an email on November 1, 2016, from the Public Works Department stating that the drain would be redone. The work was supposed to be started within one month and nothing had happened. Mr. Dunn also stated that it was his opinion that the street needed a larger drain at the end of the cul-de-sac and several other drains along the cul-de-sac so that water would flow.

In closing, Mr. Dunn stated that he did not understand why the City was spending millions on replacing the City Hall when the residents of Bellaire needed to have their drainage repaired. He urged City Council to take some quick actions to address the drainage situation.

Kumar Saran:

Mr. Saran reinforced the problem that Mr. Dunn addressed with City Council. The drain was very small, in his opinion, and served as a drain for the entire street. Every time it rained, the residents in the 4500 block of Mimosa Drive got nervous. Neighbors usually spent one to one and one-half hours trying to clear the drain.

As with Mr. Dunn, Mr. Saran suggested installing more drains and widening the existing drain to address the drainage issues.

Amanda Forner:

Ms. Forner addressed City Council regarding street flooding in the 4500 block of Mimosa Drive. She noted that she and some of her neighbors had previously addressed City Council regarding drainage, as did residents on the 4300 block of Mildred Street. It was her understanding that the 4300 block of Mildred Street had gotten new drains and was no longer having drainage problems.

Ms. Forner urged City Council to address Mimosa Drive in the same manner as Mildred Street was addressed.

Amit Pawaskar:

Mr. Pawaskar addressed City Council regarding the Plaza Terrace Townhomes on First Street between Elm Street and Palmetto Street. He, too, wished to complain about flooding in the area. He noted that First Street had been reconstructed, but provided no improvements with respect to drainage, in his opinion. He told City Council that he wanted to know what was being done to improve the drainage system across the City of Bellaire.

Lynn McBee:

Ms. McBee addressed City Council and urged them to consider selling sandbags for

residential use as the drainage issues would never be completed, in her opinion.

Reference was made to item I.H.2.c., which was a recommendation that a portion of Loftin Park be used to store materials to build the new City Hall. That open space, for which a policy was drafted and adopted several years ago, was the site and subject of a pitched battle to hold some open space. That policy had worked very well, in her opinion, until now. Her question was related to a "whereas" clause on page 2 of 3 in the ordinance which had been drafted for the agenda item. That clause stated that all trees not identified in the construction drawings be removed or protected with proper tree protection. She expressed concern that construction drawings were not included in the agenda packet, noting that she wished to know how many trees would be removed and the location of those trees.

Written Comments:

Mayor Friedberg advised that two written comments had been received from neighbors of Mr. Pawaskar in Plaza Terrace Townhomes, **Stephanie Goldfield** and **Barbara Hartsock**, echoing the same concerns and urged that the flooding situation be a top priority for City Council.

Mayor Friedberg advised that complete copies of the written comments had been provided to City Council for their consideration and would be included in the record of the meeting.

G. Report:

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 January 23, 2017, to members of the City Council. The report included updates on communications, personnel activity, the January 18th storm event, and the timeline for the City's Citizen Survey.

City Manager Hofmann noted that he would be presenting proposed drainage, street, and sidewalk criteria to City Council in the near future. Brief overviews of upcoming agenda items and events were also provided by City Manager Hofmann.

Mayor Friedberg opened the floor for questions from members of City Council. Following questions, Mayor Friedberg announced that the City Manager's Report was concluded and moved to the next item on the agenda.

H. New Business:

1. Consent Agenda:

a. Approval 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, held on Monday, December 19, 2016 - Submitted by Tracy L. Dutton, City Clerk.

Mayor and Council - Regular Session - Dec 19, 2016 7:00 PM

b. Purchase of Vehicles and Heavy Equipment:

Consideration of and possible action on a request from the Public Works; Parks, Recreation and Facilities; and Development Services Departments for City Council approval to purchase nine (9) vehicles and two (2) pieces of heavy equipment as funded in the FY 2017 Budget and authorizing the Mayor of the City of Bellaire, Texas, to execute, for and on behalf of the City of Bellaire, Texas, any and all necessary documentation associated with the purchase of four (4) Ford F-250 trucks from Chastang Ford in the amount of \$96,984.00, one (1) Peterbilt dump truck, and one (1) Peterbilt garbage truck from Rush Truck Center Houston in the amount of \$379,843.00, one (1) Ford Explorer and two (2) Ford F-150 crew cab trucks from Sam Pack's Five Star Ford in the amount of \$78,558.80, and one (1) Kubota M62TLB-B backhoe, and one (1) Kubota KX014-4R1 mini-excavator from Lansdowne-Moody Company – Southwest in the amount of \$82,520.15 - Submitted by Shawn Cox, Administrative Services Manager, Public Works Department.

c. Contract Awards:

- i. Consideration of and possible action on a recommendation from the Public Works Department to award engineering services for the FY 2017 Street and Sidewalk Pavement Management Project to ARKK Engineers, LLC, in an amount not to exceed \$200,300.00 and on the adoption of 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 Contract and Agreement for Engineering Services with ARKK Engineers, LLC, for said project in an amount not to exceed \$200,300.00 – Submitted by Paul A. Hofmann, City Manager.
- ii. Consideration of and possible action on a recommendation from the Public Works Department to award Bid No. 17-003, Renwick Ground Storage Tank Rehabilitation Project, to Central Tank Coatings, Inc., in an amount not to exceed \$287,000.00 and on the adoption of 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 Standard Form of Agreement with Central Tank Coatings, Inc., for said project in an amount not to exceed \$287,000.00 - Submitted by Paul A. Hofmann, City Manager.
- iii. 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 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 Standard Form of Agreement by and between Hou-Scape, Inc. and the City of Bellaire, Texas, for landscape maintenance services for Evelyn's Park for an initial term ending on September 30, 2017, in a monthly amount not to exceed \$2,704.48 - Submitted by Karl Miller, Director of Parks, Recreation and Facilities.

Mayor Friedberg read the captions of the five (5) items included on the Consent Agenda and asked if any member of City Council wished to remove one or more items from the Consent Agenda for separate consideration.

Michael Fife, Council Member, asked to remove H.1.c.iii. for separate consideration, which was related to a landscaping management contract for Evelyn's Park.

Hearing no other requests to remove additional items from the Consent Agenda, **Mayor Friedberg** entertained a motion to adopt the remainder of the Consent Agenda.

Motion:

To adopt the remainder of the Consent Agenda, which consisted of all items except for H.1.c.iii.

{Moved by Roman F. Reed, Mayor Pro Tem, and seconded by Michael Fife, Council Member}

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

Separate Consideration of item H.1.c.iii.

Mayor Friedberg read the caption of agenda item H.1.c.iii. and entertained a motion to adopt the ordinance as presented.

Motion:

To adopt the ordinance as presented authorizing the execution and attestation of a Standard Form of Agreement, by and between Hou-Scape, Inc., and the City, for landscape maintenance services for Evelyn's Park for an initial term ending on September 30, 2017, in a monthly amount not to exceed \$2,704.48.

{Moved by Gus E. Pappas, Council Member, and seconded jointly by Roman F. Reed, Mayor Pro Tem, and Pat B. McLaughlan, Council Member}

Mayor Friedberg opened the floor for discussion and deliberation.

Discussion and deliberation ensued among the members of City Council, after which action was taken on the motion.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Gus E. Pappas, Council Member
SECONDER:	Roman F. Reed, Mayor Pro Tem, and Pat B. McLaughlan, Council Member
AYES:	Friedberg, Reed, Pollard,

	Pappas, McLaughlan, Fife, Montague
NAYS:	None
ABSENT:	None

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

- a. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, amending Chapter 24, Planning and Zoning, Sec. 24-535, R-MF Residential Multi-family District, and related sections, including Sec. 24-513 Landscaping, Screening and Buffering; and Sec. 24-513a, Design Standards in Commercial and Mixed-Use Districts, of the Code of Ordinances of the City of Bellaire, Texas, to ensure that future redevelopments are compatible with existing commercial regulations, and to establish improved buffering of existing adjacent single-family residential districts - Submitted by John McDonald, Director of Development Services.

Mayor Friedberg read the agenda caption and noted that this item was the subject of a public hearing during the last City Council Regular Session. To begin deliberation, Mayor Friedberg entertained a motion to adopt the ordinance as presented amending Section 24-535 concerning the R-MF Zoning District and related sections in the Code of Ordinances.

Motion:

To adopt the ordinance as presented amending Section 24-535 concerning the R-MF Zoning District and related sections in the Code of Ordinances.

{Moved by Trisha S. Pollard, Council Member, and seconded by David R. Montague, Council Member}

Mayor Friedberg opened the floor for discussion. Following discussion, Council Member McLaughlan offered an amendment to the motion.

Amendment No. 1:

To include elevators in the ordinance.

{Moved by Pat B. McLaughlan, Council Member, and seconded by Roman F. Reed, Mayor Pro Tem}

Discussion ensued among members of the City Council regarding the amendment. Following discussion, **Mayor Friedberg** restated the amendment and action was taken.

RESULT:	FAILED [2 TO 5]
MOVER:	Pat B. McLaughlan, Council Member
SECONDER:	Roman F. Reed, Mayor Pro Tem
AYES:	Reed, McLaughlan
NAYS:	Friedberg, Pollard, Pappas, Fife, Montague
ABSENT:	None

Mayor Friedberg restated the original motion, after which action was taken.

RESULT:	ADOPTED [5 TO 2]
MOVER:	Trisha S. Pollard, Council Member
SECONDER:	David R. Montague, Council Member
AYES:	Friedberg, Pollard, Pappas, Fife, Montague
NAYS:	Reed, McLaughlan

- b. Consideration of and possible action on a recommendation from the financial advisor to the City of Bellaire, Texas, regarding the award of a bid for bonds and on the adoption of an ordinance authorizing the issuance of "\$33,460,000 City of Bellaire, Texas, General Obligation Bonds, Series 2017"; specifying the terms and features of said bonds; pledging the levy of a continuing annual ad valorem tax upon all taxable property within the City for the payment of the principal and interest on such bonds; enacting provisions incident and related to the issuance, delivery, payment of, and security for such bonds; approving and authorizing the distribution of an Official Statement; awarding the sale of such bonds and authorizing and approving a Paying Agent/Registrar Agreement - Submitted by Terrence Beaman, Chief Financial Officer.

Mayor Friedberg read the caption of the agenda item and provided a brief introduction. Following the introduction, Mayor Friedberg entertained a motion to award the bid for bonds and adopt the ordinance as presented for the issuance of \$33,460,000.00, City of Bellaire, Texas, General Obligation Bonds, Series 2017.

Motion:

To award the bid for bonds and adopt the ordinance as presented for the issuance of \$33,460,000.00, City of Bellaire, Texas, General Obligation Bonds, Series 2017.

{Moved by Gus E. Pappas, Council Member, and seconded by Trisha S. Pollard, Council Member}

Mayor Friedberg opened the floor for discussion regarding the motion. Following discussion, action was taken on the motion. **Jim Gilley, U.S. Capital Advisors**, briefed City Council on the bid process for the bonds. Mr. Gilley reported that eight bids were received at 11:00 a.m. today, and the best bid was submitted by Robert W. Baird & Co. at a 3.40% rate.

RESULT:	ADOPTED [6 TO 1]
MOVER:	Gus E. Pappas, Council Member
SECONDER:	Trisha S. Pollard, Council Member
AYES:	Friedberg, Reed, Pollard, Pappas, Fife, Montague
NAYS:	McLaughlan

- c. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, granting a temporary code suspension related to Chapter 27, Streets, Sidewalks and Public Places, Article V, Public Parks, Section 27-96, Laurel Street Open Space Policy, of the Code of Ordinances of the City of Bellaire, Texas, for the purpose of providing an area for staging construction equipment, materials, supplies and other construction-related items associated with the Municipal Facilities Project - Submitted by Karl Miller, Director of Parks, Recreation and Facilities.

Mayor Friedberg read the caption and, prior to turning over the floor, advised that the City Council had received a staff presentation on December 19, 2016, concerning the Transition Management Plan for the Municipal Facilities Project.

Karl Miller, Director of Parks, Recreation and Facilities, advised that the item before City Council was a request to suspend the prohibitions identified in Ordinance No. 95-017 (Section 27-96 of the Code of Ordinances), known as the Laurel Street Open Space Policy, for a specified area within Loftin Park to allow for a staging area during the construction of the new City Hall. The staging area was necessary for the construction as the General Contractor had to have an area where he could store his supplies, material, and equipment. The Laurel Street Open Space Policy currently prohibited that use.

Director Miller advised that the suspension would be temporary beginning on April 1, 2017, and ending during January of 2019, if not sooner. The most advantageous area within Loftin Park, determined by staff, Pierce, Goodwin, Alexander & Linville (PGAL), and Horizon-Christiansen (Construction Manager) was located from the curb at South Rice Avenue and extending approximately 140 feet into the park. Director Miller advised that using the area for staging would prohibit Loftin Park from being accessible directly from South Rice Avenue, and added that no trees would be affected by the staging area. The trees that were to be removed were identified in the construction drawings and were a direct result of construction and not from the use of the staging area (approximately seven trees). All associated costs would be identified in the guaranteed maximum price for the project.

Mayor Friedberg opened the floor for questions of Director Miller by members of City Council. Following questions, Mayor Friedberg entertained a motion to adopt the ordinance as presented.

Motion:

To adopt the ordinance as presented granting a temporary suspension of Section 27-96 of the Code of Ordinances for construction needs associated with the Municipal Facilities Project.

{Moved by Michael Fife, Council Member, and seconded by David R.

Montague, Council Member}

Mayor Friedberg opened the floor for questions and deliberation. Following questions and deliberation, an amendment to the motion was offered by Trisha S. Pollard, Council Member.

Amendment No. 1:

To delete the last "whereas" clause and paragraph 3 of the ordinance.

{Moved by Trisha S. Pollard, Council Member, and seconded by Gus E. Pappas, Council Member}

Mayor Friedberg opened the floor for deliberation on the amendment (no. 1) to the motion. Noting no discussion or deliberation, City Council acted on the amendment (no. 1).

RESULT:	ADOPTED [5 TO 2]
MOVER:	Trisha S. Pollard, Council Member
SECONDER:	Gus E. Pappas, Council Member
AYES:	Pollard, Pappas, McLaughlan, Fife, Montague
NAYS:	Friedberg, Reed
ABSENT:	None

Mayor Friedberg opened the floor for discussion on the motion, as amended. Hearing no further discussion, Mayor Friedberg **restated the motion, as amended**, as follows:

To adopt the ordinance as presented granting a temporary suspension of Section 27-96 of the Code of Ordinances for construction needs associated with the Municipal Facilities Project, as amended by deleting the last "whereas" clause and paragraph 3 of the ordinance.

RESULT:ADOPTED [5 TO 2]	
MOVER:	Michael Fife, Council Member
SECONDER:	David R. Montague, Council Member
AYES:	Friedberg, Pollard, Pappas, Fife, Montague
NAYS:	Reed, McLaughlan
ABSENT:	None

- d. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, appointing a citizen member to the Audit Finance Board of the City of Bellaire, Texas, for a one-year term commencing on February 1, 2017, and ending on January 31, 2018 - Submitted by Tracy L. Dutton, City Clerk.

Mayor Friedberg read the agenda caption. He noted that members of the City Council had interviewed applicants earlier in the evening. Mayor Friedberg expressed his opinion that there were three good applicants for the position and expressed his sincere thanks to each of them for applying and for

their interest in serving.

Mayor Friedberg continued, and suggested that members of the City Council should first discuss as a threshold question whether to reappoint the incumbent who had served as the citizen member of the Audit Finance Board for the last five years since the citizen position was created, or instead appoint someone new and give that person an opportunity to serve, as well as to bring a new perspective. Mayor Friedberg opened the floor for discussion.

Several members of the City Council praised the incumbent, Patricia D. Lunn, noting that she had done a great job, and expressed their appreciation for her willingness to either continue serving or give someone new the opportunity. General consensus among the City Council was that after five years it would be a good time to appoint someone new.

Following discussion, City Clerk Tracy L. Dutton distributed ballots listing the names of the three applicants to each member of the City Council. The ballots were tallied by the City Clerk, and the results read into the record by **Mayor Friedberg** as follows:

Griff Godwin received two votes from Council Members Trisha S. Pollard and David R. Montague;

Pat D. Lunn received two votes from Council Members Pat B. McLaughlan and Michael Fife; and

Jason Taibel received three votes from Mayor Andrew S. Friedberg, Mayor Pro Tem Roman F. Reed, and Council Member Gus E. Pappas.

None of the applicants received the necessary four votes for approval, which **Mayor Friedberg** indicated was reflective of the difficulty in choosing one of the applicants, each of whom were very qualified.

City Clerk Dutton provided new ballots to each member of City Council and tallied the results. **Mayor Friedberg** read the results into the record as follows:

Jason Taibel received five votes from Mayor Andrew S. Friedberg, Mayor Pro Tem Roman F. Reed, and Council Members Gus E. Pappas, Michael Fife, and David R. Montague;

Pat D. Lunn received one vote from Council Member Pat B. McLaughlan; and

Griff Godwin received one vote from Council Member Trisha S. Pollard.

Motion:

To adopt an ordinance in the form presented appointing Jason Taibel as the citizen member to the Audit Finance Board.

{Moved by Andrew S. Friedberg, Mayor, and seconded by Roman F. Reed, Mayor Pro Tem}

Noting no further discussion, action was taken on the motion, resulting in a

unanimous vote of the City Council.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Andrew S. Friedberg, Mayor
SECONDER:	Roman F. Reed, Mayor Pro Tem
AYES:	Friedberg, Reed, Pollard, Pappas, McLaughlan, Fife, Montague

- e. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, appointing two (2) members to the Cultural Arts Board of the City of Bellaire, Texas, to fill two (2) unexpired terms, both commencing on January 23, 2017, and one ending on June 30, 2017, and one ending on June 30, 2018 - Submitted by Tracy L. Dutton, City Clerk.

Mayor Friedberg read the agenda caption, noting that there were two vacancies on the Cultural Arts Board, one of which would expire on June 30, 2017, and the other on June 30, 2018. Since the terms were not equal, Mayor Friedberg suggested that City Council take them up separately, beginning with the longer unexpired term (seventeen months ending in 2018).

City Clerk Dutton distributed ballots to each member of the City Council. City Clerk Dutton tallied the ballots and **Mayor Friedberg** read the results into the record as follows:

Sneha Bhavsar received four votes from Mayor Andrew S. Friedberg, Mayor Pro Tem Roman F. Reed, and Councilmembers Gus E. Pappas and Pat B. McLaughlan;

Jeanne Parker received two votes from Council Members Michael Fife and David R. Montague; and

Shampa Mukerji received one vote from Council Member Trisha S. Pollard.

Mayor Friedberg next asked members of the City Council to select another applicant, other than Sneha Bhavsar, for the shorter term expiring June 30, 2017.

Shampa Mukerji received four votes from Mayor Andrew S. Friedberg, Mayor Pro Tem Roman F. Reed, and Council Members Trisha S. Pollard and Pat B. McLaughlan; and

Jeanne Parker received three votes from Council Members Gus E. Pappas, Michael Fife, and David R. Montague.

Motion:

To adopt an ordinance in the form presented appointing Shampa C. Mukerji to fill the unexpired term ending June 30, 2017, and Sneha Bhavsar to fill the unexpired term ending June 30, 2018.

{Moved by Andrew S. Friedberg, Mayor, and seconded by Trisha S. Pollard, Council Member}

Noting no further discussion, action was taken on the motion, resulting in a

unanimous vote of the City Council.

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

I. Community Interest Items from the Mayor and Council.

Community interest items from the Mayor and City Council included best wishes to Brant Gary, Director of Public Works, on his new job with the City of Fulshear, Texas; recognition of Mayor Friedberg for the remarks he made to the Bellaire Business Association at a recent meeting; expression of thanks and acknowledgement to residents for sharing their concerns regarding drainage issues; expressions of thanks to first responders and Public Works employees for their work; and reminders to attend the Daddy Daughter Dance on February 4, 2017, and the Annual State of the City meeting.

J. Adjourn.

Mayor Friedberg announced that the Regular Meeting of the City Council of the City of Bellaire, Texas, was adjourned at 10:49 p.m. on Monday, January 23, 2017.

II. CLOSED MEETING

A. Call to Order - Andrew S. Friedberg, Mayor.

Mayor Friedberg called the Closed Meeting of the City Council of the City of Bellaire, Texas, to order at 10:49 p.m. on Monday, January 23, 2017.

B. Announcement of a Quorum - Andrew S. Friedberg, Mayor.

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	Present
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.

Note: City Clerk Dutton did not participate in the closed portions of the meeting.

C. Retire into Closed Meeting in the Council Conference Room:

Retire into closed meeting pursuant to the *Texas Government Code, Chapter 551, Open Meetings Act, Section 551.071, Consultation with Attorney; Closed Meeting*, regarding

the regulation of new home construction within the City of Bellaire, Texas.

Mayor Friedberg announced that members of the City Council were retiring into the Council Conference Room, located directly behind the Council Chamber, pursuant to the *Texas Government Code, Chapter 551, Open Meetings Act, Section 551.071, Consultation with Attorney; Closed Meeting*, at 10:50 p.m. on Monday, January 23, 2017.

D. Reconvene in Open Meeting in the Council Chamber:

Reconvene in open meeting, and consider and take possible action, if any, on items discussed in the closed meeting.

Members of the City Council reconvened in the Council Chamber at 11:47 p.m. on Monday, January 23, 2017. **Mayor Friedberg** advised that no action would be taken this evening on items discussed in the closed meeting.

E. Adjourn.

Mayor Friedberg announced that the Closed Meeting of the City Council of the City of Bellaire, Texas, was adjourned at 11:48 p.m. on Monday, January 23, 2017.

City of Bellaire, Texas



Boards and Commissions

Applications

(Ordered Alphabetically)

City of Bellaire, Texas



Boards and Commissions

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4	Lunn, Patricia	Audit Finance Board
5	Mukerji, Shampa C.	Cultural Arts Board
6	Parker, Jeanne	Cultural Arts Board
7	Taibel, Jason	Audit Finance Board

*Separator Sheets have been used in lieu of tabs.

City of Bellaire, Texas



Boards and Commissions

Tab No. 1

Sneha Bhavsar

Attachment: Boards and Commissions Applications for January 2017 - CAB and AFB (2158 : Board and Commission Interviews)

Tracy Dutton

From: noreply@civicplus.com
Sent: Sunday, December 04, 2016 2:33 PM
To: Tracy Dutton
Subject: Online Form Submittal: Application to Serve on a City Board or Commission

If you are having problems viewing this HTML email, click to view a [Text version](#).

Application to Serve on a City Board or Commission

Application to Serve on a City Board or a Commission with the City of Bellaire, Texas
 7008 South Rice Avenue, Bellaire, Texas 77401
 713-662-8222.

Thank you for your interest in serving on a City of Bellaire Board or Commission. In order to be considered for an appointment, please complete and submit this application in person at City Hall, or fill out the online application at www.bellairetx.gov. You will be contacted about an interview with Mayor and Council by City Staff.

Please review the Boards Handbook on the City's website to learn more about each Board and Commission.

THIS INFORMATION WILL BECOME PUBLIC RECORD.

Click on the link to review the City's Board Handbook. [Click Here for Board Handbook](#)

Click on the link for an summary of all Bellaire Boards, Commissions, and Committees. [Summary](#)

Personal Information

Select from the following choices

- | | |
|---|--|
| <input type="checkbox"/> Audit Finance Board | <input type="checkbox"/> L.I.F.E. Advisory Board |
| <input type="checkbox"/> Board of Adjustment | <input type="checkbox"/> Parks & Recreation Advisory Board |
| <input type="checkbox"/> Building and Standards Commission | <input type="checkbox"/> Planning & Zoning Commission |
| <input checked="" type="checkbox"/> Cultural Arts Board | <input type="checkbox"/> Evelyn's Park Conservancy Board |
| <input type="checkbox"/> Environmental & Sustainability Board | |

Name* Sneha Bhavsar
 Home Address* [REDACTED]
 Contact Number* [REDACTED]
 Business Phone Number* [REDACTED]
 Occupation* Artist/Community Activist/Family Manager/Good Human

Email Address* [REDACTED]
 Years in Bellaire. (Must be a resident for at least 6 months before appointment date in June).* 4 years

Are you a registered voter in a Bellaire Precinct? [Yes \/]

Are you 18 or older?* Yes

First Time Appointment?*

[Yes V]

Reappointment, if so name of Board.*

No

Have you ever attended a meeting of the Board to which you seek appointment?

Yes, Cultural Arts Board

If so, indicate which one(s). If applying for Audit Finance Board you must be a resident with financial and/or audit experience. Attach Resume with Application.*

Please write a brief summary of your qualifications for service on this Board, Commission, or Committee.*

I believe public art is an essential component of building pride and attachment to one's community. I think the City of Bellaire needs more of it. I strongly feel that the aesthetics of a community (public art and public green space) can create a sense of well being and shared experience that will translate into a strong, thriving community. As an artist myself, I am always energized and inspired by public art. I am committed to introducing art into my community. In 2014 I made a proposal to the Cultural Arts Board to implement the Utility Box Art Project, where artists and city councils across the nation were using blank utility boxes to showcase the vibrancy of their communities. I thought this would be a great project to implement in Bellaire. After my presentation, I am very pleased that the CAB decided to pursue the proposal and make it a reality. I am a strong proponent of public accessibility to art. In 2015 I organized an art auction with three local Houston artists in order to raise funds for a free arts programs in HISD schools. Working with City ArtWorks, we were able to identify and fund free after school art programs for 8 schools whose art programs had been cut from the school curriculum. I feel my passion, commitment, organizational skills and experience in the arts would be a great asset to the Cultural Arts Board. In addition I feel that participating in the Bellaire Citizens Academy this session has taught me how the City performs its operations and how best I can contribute to my community.

Briefly describe previous community activities associated with the City of Bellaire, as well as any outside civic, charitable, and other community work.*

I am currently a member of the Bellaire Citizens Academy. I have enjoyed learning about the different functions of Bellaire City government and have been inspired to contribute to my community through this Board position. In 2014, I made a presentation to the Bellaire Cultural Arts Board that led to the implementation of the utility box paintings in Bellaire. In 2014-15, I organized and showcased art in a Charity Art Auction for City Art Works. The event raised funds to implement after school arts programs for Houston schools that had no access to art education.

Do you anticipate any conflicts of interest arising in connection with your service on the selected Board?*

() Yes

(X) No

If you answered yes and a conflict of interest did arise, how would you propose to resolve it?

Do you understand the time commitment on this Board, Commission, or Committee for meetings as well as

(X) Yes

() No

preparation prior to meetings? (As a reference, previous Board and Commission members have stated their time commitment ranged, on an average, from 2 to 6 hours per month.)*

Please complete the following only if you are applying for reappointment to a particular Board, Commission, or Committee. Do you have any thoughts regarding the responsibilities of and/or recent actions by your Board, Commission, or Committee?

Do you have any ideas on how the effectiveness of your Board, Commission, or Committee can be improved?

I would like to see more proposals for public art projects brought to City Council. I would like to work on getting more interactive art into public spaces, where residents and our local community can participate in the art installation or project.

The City of Bellaire appreciates your commitment and willingness to serve. Thank you for taking the time to complete this application

Name* Date*
Sneha 12/4/2016
Bhavsar

Indicate your Board selection(s) by marking "1" or "2" or "3" in rank order of your preference (1= most preferred) here. There is no need to mark more than "1" if you're not interested in another Board.*

1 Cultural Arts Board

By submitting this application online or by email and executing it by entering my name where indicated, I intend to electronically certify it as if signed in writing

* indicates required fields.

View any uploaded files by signing in and then proceeding to the link below:
<http://tx-bellaire5.civicplus.com/Admin/FormHistory.aspx?SID=7731>

The following form was submitted via your website: Application to Serve on a City Board or Commission

Select from the following choices: Cultural Arts Board

Name: Sneha Bhavsar

Home Address: [REDACTED]

Contact Number: [REDACTED]

Business Phone Number: [REDACTED]

Occupation: Artist/Community Activist/Family Manager/Good Human

Email Address: [REDACTED]

Years in Bellaire. (Must be a resident for at least 6 months before appointment date in June).: 4 years

Are you a registered voter in a Bellaire Precinct?: Yes

Are you 18 or older?: Yes

First Time Appointment?: Yes

Reappointment, if so name of Board.: No

Have you ever attended a meeting of the Board to which you seek appointment? If so, indicate which one(s). If applying for Audit Finance Board you must be a resident with financial and/or audit experience. Attach Resume with Application.: Yes, Cultural Arts Board

Please write a brief summary of your qualifications for service on this Board, Commission, or Committee.: I believe public art is an essential component of building pride and attachment to one's community. I think the City of Bellaire needs more of it. I strongly feel that the aesthetics of a community (public art and public green space) can create a sense of well being and shared experience that will translate into a strong, thriving community.

As an artist myself, I am always energized and inspired by public art. I am committed to introducing art into my community. In 2014 I made a proposal to the Cultural Arts Board to implement the Utility Box Art Project, where artists and city councils across the nation were using blank utility boxes to showcase the vibrancy of their communities. I thought this would be a great project to implement in Bellaire. After my presentation, I am very pleased that the CAB decided to pursue the proposal and make it a reality.

I am a strong proponent of public accessibility to art. In 2015 I organized an art auction with three local Houston artists in order to raise funds for a free arts programs in HISD schools. Working with City ArtWorks, we were able to identify and fund free after school art programs for 8 schools whose art programs had been cut from the school curriculum.

I feel my passion, commitment, organizational skills and experience in the arts would be a great asset to the Cultural Arts Board. In addition I feel that participating in the Bellaire Citizens Academy this session has taught me how the City performs its operations and how best I can contribute to my community.

Briefly describe previous community activities associated with the City of Bellaire, as well as any outside civic, charitable, and other community work.: I am currently a member of the Bellaire Citizens Academy. I have enjoyed learning about the different functions of Bellaire City government and have been inspired to contribute to my community through this Board position.

In 2014, I made a presentation to the Bellaire Cultural Arts Board that led to the implementation of the utility box paintings in Bellaire.

In 2014-15, I organized and showcased art in a Charity Art Auction for City Art Works. The event raised funds to implement after school arts programs for Houston schools that had no access to art education.

Do you anticipate any conflicts of interest arising in connection with your service on the selected Board?: No

If you answered yes and a conflict of interest did arise, how would you propose to resolve it?:

Do you understand the time commitment on this Board, Commission, or Committee for meetings as well as

preparation prior to meetings? (As a reference, previous Board and Commission members have stated their time commitment ranged, on an average, from 2 to 6 hours per month.): Yes

Please complete the following only if you are applying for reappointment to a particular Board, Commission, or Committee. Do you have any thoughts regarding the responsibilities of and/or recent actions by your Board, Commission, or Committee?:

Do you have any ideas on how the effectiveness of your Board, Commission, or Committee can be improved?: I would like to see more proposals for public art projects brought to City Council.

I would like to work on getting more interactive art into public spaces, where residents and our local community can participate in the art installation or project.

Name: Sneha Bhavsar

Date: 12/4/2016

Indicate your Board selection(s) by marking "1" or "2" or "3" in rank order of your preference (1= most preferred) here. There is no need to mark more than "1" if you're not interested in another Board.: 1 Cultural Arts Board

By submitting this application online or by email and executing it by entering my name where indicated, I intend to electronically certify it as if signed in writing:

Additional Information:

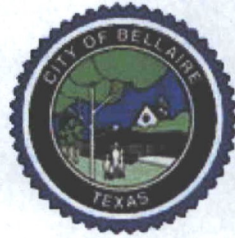
Form submitted on: 12/4/2016 2:33:01 PM

Submitted from IP Address: [REDACTED]

Referrer Page: No Referrer - Direct Link

Form Address: <http://tx-bellaire5.civicplus.com/Forms.aspx?FID=103>

City of Bellaire, Texas



Boards and Commissions

Tab No. 2

Susan Downs

Tracy Dutton

From: noreply@civicplus.com
Sent: Friday, December 23, 2016 1:17 PM
To: Tracy Dutton
Subject: Online Form Submittal: Application to Serve on a City Board or Commission

If you are having problems viewing this HTML email, click to view a [Text version](#).

Application to Serve on a City Board or Commission

Application to Serve on a City Board or a Commission with the City of Bellaire, Texas
 7008 South Rice Avenue, Bellaire, Texas 77401
 713-662-8222.

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Click on the link for an summary of all Bellaire Boards, Commissions, and Committees. [Summary](#)

Personal Information

Select from the following choices

- | | |
|---|--|
| <input type="checkbox"/> Audit Finance Board | <input type="checkbox"/> L.I.F.E. Advisory Board |
| <input type="checkbox"/> Board of Adjustment | <input type="checkbox"/> Parks & Recreation Advisory Board |
| <input type="checkbox"/> Building and Standards Commission | <input type="checkbox"/> Planning & Zoning Commission |
| <input checked="" type="checkbox"/> Cultural Arts Board | <input type="checkbox"/> Evelyn's Park Conservancy Board |
| <input type="checkbox"/> Environmental & Sustainability Board | |

Name* Susan Downs
 Home Address* [REDACTED]
 Contact Number* [REDACTED]
 Business Phone Number* [REDACTED]
 Occupation* author, business owner
 Email Address* [REDACTED]
 Years in Bellaire. (Must be a resident for at least 6 months before appointment date in June).* 33 years
 Are you a registered voter in a Bellaire Precinct? [Yes \ /]
 Are you 18 or older?* yes
 First Time Appointment? [Yes \ /]

Reappointment, if so name of Board.* NA

Have you ever attended a meeting of the Board to which you seek appointment? If so, indicate which one(s). If applying for Audit Finance Board you must be a resident with financial and/or audit experience. no

Attach Resume with Application.*
Please write a brief summary of your qualifications for service on this Board, Commission, or Committee.*

I am interested in beautifying Bellaire. I travel extensively and I am interested in cultures and "Sister Cities" for Bellaire.

Briefly describe previous community activities associated with the City of Bellaire, as well as any outside civic, charitable, and other community work.*

I ran for City Council three times and campaigned extensively for this office. I am a member of the Bellaire Historical Society and Friends of Bellaire Library. I am also a member of Bellaire Business Alliance.

Do you anticipate any conflicts of interest arising in connection with your service on the selected Board?*

() Yes (X) No

If you answered yes and a conflict of interest did arise, how would you propose to resolve it?

NA

Do you understand the time commitment on this Board, Commission, or Committee for meetings as well as preparation prior to meetings? (As a reference, previous Board and Commission members have stated their time commitment ranged, on an average, from 2 to 6 hours per month.)*

(X) Yes () No

Please complete the following only if you are applying for reappointment to a particular Board, Commission, or Committee. Do you have any thoughts regarding the responsibilities of and/or recent actions by your Board, Commission, or Committee?

Do you have any ideas on how the effectiveness of your Board, Commission, or Committee can be improved?

The City of Bellaire appreciates your commitment and willingness to serve.

Name* Date*
Susan 12.23.16

Thank you for taking the time to complete this application

Downs

Indicate your Board selection(s) by marking "1" or "2" or "3" in rank order of your preference (1= most preferred) here. There is no need to mark more than "1" if you're not interested in another Board.*

1 Cultural Arts Board

By submitting this application online or by email and executing it by entering my name where indicated, I intend to electronically certify it as if signed in writing

* indicates required fields.

View any uploaded files by signing in and then proceeding to the link below:
<http://tx-bellaire5.civicplus.com/Admin/FormHistory.aspx?SID=7967>

The following form was submitted via your website: Application to Serve on a City Board or Commission

Select from the following choices: Cultural Arts Board

Name: Susan Downs

Home Address: [REDACTED]

Contact Number: [REDACTED]

Business Phone Number: [REDACTED]

Occupation: author, business owner

Email Address: [REDACTED]

Years in Bellaire. (Must be a resident for at least 6 months before appointment date in June): 33 years

Are you a registered voter in a Bellaire Precinct?: Yes

Are you 18 or older?: yes

First Time Appointment?: Yes

Reappointment, if so name of Board.: NA

Have you ever attended a meeting of the Board to which you seek appointment? If so, indicate which one(s). If applying for Audit Finance Board you must be a resident with financial and/or audit experience. Attach Resume with Application.: no

Please write a brief summary of your qualifications for service on this Board, Commission, or Committee.: I am interested in beautifying Bellaire.

I travel extensively and I am interested in cultures and "Sister Cities" for Bellaire.

Briefly describe previous community activities associated with the City of Bellaire, as well as any outside civic, charitable, and other community work.: I ran for City Council three times and campaigned extensively for this office. I am a member of the Bellaire Historical Society and Friends of Bellaire Library. I am also a member of Bellaire Business Alliance.

Do you anticipate any conflicts of interest arising in connection with your service on the selected Board?: No

If you answered yes and a conflict of interest did arise, how would you propose to resolve it?: NA

Do you understand the time commitment on this Board, Commission, or Committee for meetings as well as preparation prior to meetings? (As a reference, previous Board and Commission members have stated their time commitment ranged, on an average, from 2 to 6 hours per month.): Yes

Please complete the following only if you are applying for reappointment to a particular Board, Commission, or Committee. Do you have any thoughts regarding the responsibilities of and/or recent actions by your Board,

Commission, or Committee?:

Do you have any ideas on how the effectiveness of your Board, Commission, or Committee can be improved?:

Name: Susan Downs

Date: 12.23.16

Indicate your Board selection(s) by marking "1" or "2" or "3" in rank order of your preference (1= most preferred)here. There is no need to mark more than "1" if you're not interested in another Board.: 1 Cultural Arts Board

By submitting this application online or by email and executing it by entering my name where indicated, I intend to electronically certify it as if signed in writing:

Additional Information:

Form submitted on: 12/23/2016 1:16:44 PM

Submitted from IP Address: [REDACTED]

Referrer Page: <http://www.bellairetx.gov/877/Board-and-Commission-Online-Application->

Form Address: <http://tx-bellaire5.civicplus.com/Forms.aspx?FID=103>

City of Bellaire, Texas



Boards and Commissions

Tab No. 3

Griff Godwin

City of Bellaire

Application for Board, Commission, and Committee Appointment



Instructions: Please type or print using black ink.

Board/Commission/Committee (indicate selection(s) by marking each with "1" or "2" or "3" in rank order of your preference (1 = most preferred).

<input type="checkbox"/> Board of Adjustment	<input type="checkbox"/> Environmental and Sustainability Board	<input type="checkbox"/> Evelyn's Park Conservancy Board
<input type="checkbox"/> Building & Standards Commission	<input type="checkbox"/> L.I.F.E. Advisory Board	<input checked="" type="checkbox"/> Audit Finance Board
<input type="checkbox"/> Planning & Zoning Commission	<input type="checkbox"/> Cultural Arts Board	<input type="checkbox"/> Ad Hoc Committee (if applicable)
<input type="checkbox"/> Parks and Recreation Advisory Board		

Name: Griff Godwin

Address: [REDACTED] Bellaire, TX 77401

Mailing Address (if different): _____

Contact Number: [REDACTED]

Occupation: CPA

Number of Years in Bellaire: 27 *

*Must be a resident for at least six (6) months before appointment date. If applying for Audit Finance Board, you must be a resident with financial and/or audit experience. Please attach resume with application.

Are you a registered voter in a Bellaire precinct? Yes
Yes or No

Are you 18 years of age or older? Yes
Yes or No

First Time Appointment? Yes
Yes or No

If No, indicate the name(s) of board(s), commission(s), committee(s) and time period of previous service: _____

Have you ever attended a meeting of the board(s), commission(s), or committee(s) to which you seek appointment?

Yes

Yes or No

Audit Finance Board

Name(s) of board(s), commission(s), or committee(s)

Please write a brief summary of your qualifications for service on the board, commission, and/or committee to which you seek appointment.

I have a B.S. in Accounting and have been a CPA since 1987. I have extensive accounting and financial management experience in both the for-profit and non-profit sectors. I am presently CFO of the Greater Houston Builders Association.

Briefly describe previous community activities associated with the City of Bellaire, as well as any outside civic, charitable, and other community work.

Houston Chapter of TX Society of CPAs - Healthcare Committee 2006-16

Bellaire H.S. Choir Treasurer - 2012-13

Girl Scout volunteer

Houston Symphonic Band - member 1989-present

Do you anticipate any conflicts of interest arising on connection with your service on the selected board(s), commission(s) or committee(s)?

No

Yes or No or Possibly

If you answered yes or possibly and a conflict of interest did arise, how would you propose to resolve it?

Do you understand the time commitment required on this board, commission, and/or committee for meetings as well as preparation prior to meetings? (As a reference, previous board, commission, and committee members have stated that their time commitment ranged, on average, from two to six hours per month.)



Yes



No

Please complete the following only if you are applying for reappointment to a particular board, commission, or committee.

Do you have any thoughts regarding the responsibilities of and/or recent actions by your board, commission, or committee?

Do you have any ideas on how the effectiveness of your board, commission, or committee can be improved?

The City of Bellaire appreciates your commitment and willingness to serve. Thank you for taking the time to complete this application.

Griff Godwin
Signature

Date: 4/30/16

Griff Godwin
Printed Name

Attachment: Boards and Commissions Applications for January 2017 - CAB and AFB (2158 : Board and Commission Interviews)

City of Bellaire, Texas



Boards and Commissions

Tab No. 4

Patricia Lunn

Patricia Lunn

Bellaire, TX 77401

Objective

To serve the City of Bellaire in the resident position of the Audit Finance Committee

Experience

CPA License 1986- present License ID 043441
 Continuing Education Current through 9/30/2017
 Member of the AICPA Member # 01199589

Work Experience

1990 American Embassy Algiers – Accounting for Post Exchange
 1988-1990 Texas Commerce Bank – Trust Accounting Department
 1988 American Medical Incorporate – Houston Accounting Office
 1985-1988 Arthur Young – Audit – Public Accounting Firm

Board Memberships

2014-Present Patrons for Bellaire Parks – Advisory Board – Chair of Paver Committee
 2013-2016 Magic Circle Republican Women Executive Board
 Co-Treasurer/Directory Chair/Newsletter Chair
 2012-2013 Patrons for Bellaire Parks – Co-Treasurer / Co Chair of 2013 Wine & Tapas Event
 2009 Awty International School – Served on Board Best Practices Task Force
 2005-2009 St. Catherine's Montessori School – Treasurer
 2005-2006 Patrons for Bellaire Parks – Treasurer
 1999-2002 Alzheimer's Association – Finance Committee
 1996-1998 Alzheimer's Association – Vice Chairman/Administration – Treasurer
 1995-2004 St. Catherine's Montessori School Parent Service Association

Education

1984 University of New Orleans - Bachelors of Science in Accounting
 Phi Kappa Phi Honor Society
 Beta Gamma Sigma Business Honor Society
 Beta Alpha Psi Accounting Honor Society

Related Experience

Resident of Bellaire since December 2001
 Worked on several Bellaire Mayoral and Council Member Campaigns
 Supporter of the Nature Discovery Center and Evelyn's Park Conservancy

Patricia Lunn

[REDACTED]
Bellaire, TX 77401

References:

Cindy Siegel
[REDACTED]
Bellaire, TX 77401
[REDACTED]

Lynne Skinner
[REDACTED]
Bellaire, TX 77401
[REDACTED]

Jamie Allen
[REDACTED]
Bellaire, TX 77401
[REDACTED]

City of Bellaire, Texas



Boards and Commissions

Tab No. 5

Shampa C. Mukerji

Tracy Dutton

From: noreply@civicplus.com
Sent: Friday, December 09, 2016 4:05 PM
To: Tracy Dutton
Subject: Online Form Submittal: Application to Serve on a City Board or Commission

If you are having problems viewing this HTML email, click to view a [Text version](#).

Application to Serve on a City Board or Commission

Application to Serve on a City Board or a Commission with the City of
 Bellaire, Texas
 7008 South Rice Avenue, Bellaire, Texas 77401
 713-662-8222.

Thank you for your interest in serving on a City of Bellaire Board or Commission. In order to be considered for an appointment, please complete and submit this application in person at City Hall, or fill out the online application at www.bellairetx.gov. You will be contacted about an interview with Mayor and Council by City Staff.

Please review the Boards Handbook on the City's website to learn more about each Board and Commission.

THIS INFORMATION WILL BECOME PUBLIC RECORD.

Click on the link to review the City's Board Handbook.

[Click Here for Board Handbook](#)

Click on the link for an summary of all Bellaire Boards, Commissions, and Committees.

[Summary](#)

Personal Information

Select from the following choices

- | | |
|---|--|
| <input type="checkbox"/> Audit Finance Board | <input type="checkbox"/> L.I.F.E. Advisory Board |
| <input type="checkbox"/> Board of Adjustment | <input type="checkbox"/> Parks & Recreation Advisory Board |
| <input type="checkbox"/> Building and Standards Commission | <input type="checkbox"/> Planning & Zoning Commission |
| <input checked="" type="checkbox"/> Cultural Arts Board | <input type="checkbox"/> Evelyn's Park Conservancy Board |
| <input type="checkbox"/> Environmental & Sustainability Board | |

Name*
 Home Address*
 Contact Number*
 Business Phone Number*
 Occupation*
 Email Address*
 Years in Bellaire. (Must be a resident for at least 6 months before appointment date in June).
 Are you a registered voter in a Bellaire

Shampa C. Mukerji

Attorney

3.5

[Yes \/]

Precinct?*

Are you 18 or older? **Yes**

First Time Appointment? **[Yes V]**

Reappointment, if so name of Board.* **No**

Have you ever attended a meeting of the Board to which you seek appointment? If so, indicate which one(s). If applying for Audit Finance Board you must be a resident with financial and/or audit experience. Attach Resume with Application.* **Not yet**

Please write a brief summary of your qualifications for service on this Board, Commission, or Committee.*

I recently completed the Bellaire Citizens Academy, which introduced me to the governance of the City of Bellaire. I attended the City Council meeting at which the beautification plan for Bellaire was presented and discussed. I would like to further participate in civics by joining the Cultural Arts Board and contribute to the city in a more meaningful way. As an attorney and a mother, I have not had the opportunity to participate greatly in cultural arts programs recently, but this is an area I am passionate about and feel it is especially important as part of the education of our children and experience of our community. I spent most of my childhood in Saudi Arabia due to my father's job and had the opportunity to travel throughout the United States, Europe, Asia, and the Middle East. That international exposure was a fundamental factor in my appreciation for other cultures, including different music, art, and literature. I also have had experience throughout my school years participating in performing arts, chorus, and orchestra and I spent time playing piano, flute, and dulcimer as a child. I believe that arts and music shape perspective and teach culture and I would love the opportunity to be a part of bringing more of it to the Bellaire community. Prior to being an attorney, I worked in the advertising and marketing industry, which would allow me to bring those skills to the projects of the Cultural Arts Board as well. Thank you for your consideration.

Briefly describe previous community activities associated with the City of Bellaire, as well as any outside civic, charitable, and other community work.*

I have experience participating on boards of other organizations, including the Bellaire Young Mother group. I have also volunteered at Condit Elementary School and my children's preschools for small projects.

Do you anticipate any conflicts of interest arising in connection with your service on the selected Board?*

() Yes (X) No

If you answered yes and a conflict of interest did arise, how would you propose to resolve it?

NA

Do you understand the time commitment on this Board, Commission, or Committee for meetings as well as preparation prior to meetings? (As a reference, previous Board and Commission members have stated their time commitment ranged, on an average, from 2 to 6 hours per month.)*

(X) Yes () No

Please complete the following only if you are applying for reappointment to a particular Board, Commission, or Committee. Do you have any thoughts regarding the

responsibilities of and/or recent actions by your Board, Commission, or Committee?

NA

Do you have any ideas on how the effectiveness of your Board, Commission, or Committee can be improved? NA

The City of Bellaire appreciates your commitment and willingness to serve. Thank you for taking the time to complete this application

Name* Date*
Shampa Dec.
C. 9,
Mukerji 2016

Indicate your Board selection(s) by marking "1" or "2" or "3" in rank order of your preference (1= most preferred) here. There is no need to mark more than "1" if you're not interested in another Board.*

1

By submitting this application online or by email and executing it by entering my name where indicated, I intend to electronically certify it as if signed in writing

* indicates required fields.

View any uploaded files by signing in and then proceeding to the link below:
<http://tx-bellaire5.civicplus.com/Admin/FormHistory.aspx?SID=7779>

The following form was submitted via your website: Application to Serve on a City Board or Commission

Select from the following choices: Cultural Arts Board

Name: Shampa C. Mukerji

Home Address: [REDACTED]

Contact Number: [REDACTED]

Business Phone Number: [REDACTED]

Occupation: Attorney

Email Address: [REDACTED]

Years in Bellaire. (Must be a resident for at least 6 months before appointment date in June): 3.5

Are you a registered voter in a Bellaire Precinct?: Yes

Are you 18 or older?: Yes

First Time Appointment?: Yes

Reappointment, if so name of Board.: No

Have you ever attended a meeting of the Board to which you seek appointment? If so, indicate which one(s). If applying for Audit Finance Board you must be a resident with financial and/or audit experience. Attach Resume

with Application.: Not yet

Please write a brief summary of your qualifications for service on this Board, Commission, or Committee.: I recently completed the Bellaire Citizens Academy, which introduced me to the governance of the City of Bellaire. I attended the City Council meeting at which the beautification plan for Bellaire was presented and discussed. I would like to further participate in civics by joining the Cultural Arts Board and contribute to the city in a more meaningful way. As an attorney and a mother, I have not had the opportunity to participate greatly in cultural arts programs recently, but this is an area I am passionate about and feel it is especially important as part of the education of our children and experience of our community. I spent most of my childhood in Saudi Arabia due to my father's job and had the opportunity to travel throughout the United States, Europe, Asia, and the Middle East. That international exposure was a fundamental factor in my appreciation for other cultures, including different music, art, and literature. I also have had experience throughout my school years participating in performing arts, chorus, and orchestra and I spent time playing piano, flute, and dulcimer as a child. I believe that arts and music shape perspective and teach culture and I would love the opportunity to be a part of bringing more of it to the Bellaire community. Prior to being an attorney, I worked in the advertising and marketing industry, which would allow me to bring those skills to the projects of the Cultural Arts Board as well. Thank you for your consideration.

Briefly describe previous community activities associated with the City of Bellaire, as well as any outside civic, charitable, and other community work.: I have experience participating on boards of other organizations, including the Bellaire Young Mother group. I have also volunteered at Condit Elementary School and my children's preschools for small projects.

Do you anticipate any conflicts of interest arising in connection with your service on the selected Board?: No

If you answered yes and a conflict of interest did arise, how would you propose to resolve it?: NA

Do you understand the time commitment on this Board, Commission, or Committee for meetings as well as preparation prior to meetings? (As a reference, previous Board and Commission members have stated their time commitment ranged, on an average, from 2 to 6 hours per month.): Yes

Please complete the following only if you are applying for reappointment to a particular Board, Commission, or Committee. Do you have any thoughts regarding the responsibilities of and/or recent actions by your Board, Commission, or Committee?: NA

Do you have any ideas on how the effectiveness of your Board, Commission, or Committee can be improved?: NA

Name: Shampa C. Mukerji

Date: Dec. 9, 2016

Indicate your Board selection(s) by marking "1" or "2" or "3" in rank order of your preference (1= most preferred)here. There is no need to mark more than "1" if you're not interested in another Board.: 1

By submitting this application online or by email and executing it by entering my name where indicated, I intend to electronically certify it as if signed in writing:

Additional Information:

Form submitted on: 12/9/2016 4:05:03 PM

Submitted from IP Address [REDACTED]

Referrer Page: No Referrer - Direct Link

Form Address: <http://tx-bellaire5.civicplus.com/Forms.aspx?FID=103>

City of Bellaire, Texas



Boards and Commissions

Tab No. 6

Jeanne Parker

Tracy Dutton

From: noreply@civicplus.com
Sent: Wednesday, December 07, 2016 9:21 PM
To: Tracy Dutton
Subject: Online Form Submittal: Application to Serve on a City Board or Commission

If you are having problems viewing this HTML email, click to view a [Text version](#).

Application to Serve on a City Board or Commission

Application to Serve on a City Board or a Commission with the City of Bellaire, Texas
 7008 South Rice Avenue, Bellaire, Texas 77401
 713-662-8222.

Thank you for your interest in serving on a City of Bellaire Board or Commission. In order to be considered for an appointment, please complete and submit this application in person at City Hall, or fill out the online application at www.bellairetx.gov. You will be contacted about an interview with Mayor and Council by City Staff.

Please review the Boards Handbook on the City's website to learn more about each Board and Commission.

THIS INFORMATION WILL BECOME PUBLIC RECORD.

Click on the link to review the City's Board Handbook. [Click Here for Board Handbook](#)

Click on the link for an summary of all Bellaire Boards, Commissions, and Committees. [Summary](#)

Personal Information

Select from the following choices

- | | |
|---|--|
| <input type="checkbox"/> Audit Finance Board | <input type="checkbox"/> L.I.F.E. Advisory Board |
| <input type="checkbox"/> Board of Adjustment | <input type="checkbox"/> Parks & Recreation Advisory Board |
| <input type="checkbox"/> Building and Standards Commission | <input type="checkbox"/> Planning & Zoning Commission |
| <input checked="" type="checkbox"/> Cultural Arts Board | <input type="checkbox"/> Evelyn's Park Conservancy Board |
| <input type="checkbox"/> Environmental & Sustainability Board | |

Name* Jeanne Parker
 Home Address* [REDACTED]
 Contact Number* [REDACTED]
 Business Phone Number* [REDACTED]
 Occupation* Business Owner
 Email Address* [REDACTED]

Years in Bellaire. (Must be a resident for at least 6 months before appointment date in June).* 20 Plus

Are you a registered voter in a Bellaire Precinct?* [Yes \/]

Are you 18 or older?* yes
 First Time Appointment?* [Yes \/]

Reappointment, if so name of Board.* N/A

Have you ever attended a meeting of the Board to which you seek appointment? If so, indicate which one(s). If applying for Audit Finance Board you must be a resident with financial and/or audit experience. N/A

Attach Resume with Application.*

Please write a brief summary of your qualifications for service on this Board, Commission, or Committee.*

I have a love and background in the arts. I was the advertising director for an art publication for 5 plus years. From this experience, I was hired as the director of a new gallery opening in the Museum District. My position involved reviewing and the selection of artists for special exhibits and openings, oversaw the hanging of the gallery and worked with local art consultants to promote the artists. When I left this position, I was hired on a contract basis by my previous employer with the art publication to oversee the advertising sells, design of an art guide to art of the American West. Upon the completion of this project, I, along with a partner, opened an advertising and graphic design firm in the Galleria area. After two years in business, I became the sole owner. This is my current position and full time employment. I am interested in contributing to our Bellaire community in an artistic and creative way. I

Briefly describe previous community activities associated with the City of Bellaire, as well as any outside civic, charitable, and other community work.*

I was involved in the Orange Show to promote and sell tickets to the Art Car Ball for many years. Additionally, Casa de Esperanza benefited from our donated services for fund raising through their yearly event hosted by Churrasco's. We currently support the Texas Quilt Museum in La Grange, Texas as both a benefit, as well as our client.

() Yes

(X) No

Do you anticipate any conflicts of interest arising in connection with your service on the selected Board?*

If you answered yes and a conflict of interest did arise, how would you propose to resolve it?

Do you understand the time commitment on this Board, Commission, or Committee for meetings as well as preparation prior to meetings? (As a reference, previous Board and Commission members have stated their time commitment ranged, on an average, from 2 to 6 hours per month.)*

(X) Yes

() No

Please complete the following only if you are applying for reappointment to a particular Board, Commission, or Committee. Do you have any thoughts regarding the responsibilities of and/or recent actions by your Board, Commission, or Committee?

Do you have any ideas on how the effectiveness of your Board, Commission, or Committee can be improved?

The City of Bellaire appreciates your commitment and willingness to serve. Thank you for taking the time to complete this application

Name* Date*
Jeanne 12/7/16
Parker

Indicate your Board selection(s) by marking "1" or "2" or "3" in rank order of your preference (1= most preferred) here. There is no need to mark more than "1" if you're not interested in another Board.*

Cultural Arts Board

By submitting this application online or by email and executing it by entering my name where indicated, I intend to electronically certify it as if signed in writing

* indicates required fields.

View any uploaded files by signing in and then proceeding to the link below:
<http://tx-bellaire5.civicplus.com/Admin/FormHistory.aspx?SID=7768>

The following form was submitted via your website: Application to Serve on a City Board or Commission

Select from the following choices: Cultural Arts Board

Name: Jeanne Parker

Home Address: [REDACTED]

Contact Number: [REDACTED]

Business Phone Number: [REDACTED]

Occupation: Business Owner

Email Address: [REDACTED]

Years in Bellaire. (Must be a resident for at least 6 months before appointment date in June).: 20 Plus

Are you a registered voter in a Bellaire Precinct?: Yes

Are you 18 or older?: yes

First Time Appointment?: Yes

Reappointment, if so name of Board.: N/A

Have you ever attended a meeting of the Board to which you seek appointment? If so, indicate which one(s). If applying for Audit Finance Board you must be a resident with financial and/or audit experience. Attach Resume with Application.: N/A

Please write a brief summary of your qualifications for service on this Board, Commission, or Committee.: I have a love and background in the arts.

I was the advertising director for an art publication for 5 plus years
 From this experience, I was hired as the director of a new gallery opening in the Museum District. My position involved reviewing and the selection of artists for special exhibits and openings, oversaw the hanging of the

gallery and worked with local art consultants to promote the artists. When I left this position, I was hired on a contract basis by my previous employer with the art publication to oversee the advertising sells, design of an art guide to art of the American West. Upon the completion of this project, I, along with a partner, opened an advertising and graphic design firm in the galleria area. After two years in business, I became the sole owner. This is my current position and full time employment.

I am interested in contributing to our Bellaire community in an artistic and creative way.

I

Briefly describe previous community activities associated with the City of Bellaire, as well as any outside civic, charitable, and other community work.: I was involved in the Orange Show to promote and sell tickets to the Art Car Ball for many years. Additionally, Casa de Esperanza benefited from our donated services for fund raising through their yearly event hosted by Churrasco's. We currently support the Texas Quilt Museum in La Grange, Texas as both a benefit, as well as our client.

Do you anticipate any conflicts of interest arising in connection with your service on the selected Board?: No

If you answered yes and a conflict of interest did arise, how would you propose to resolve it?:

Do you understand the time commitment on this Board, Commission, or Committee for meetings as well as preparation prior to meetings? (As a reference, previous Board and Commission members have stated their time commitment ranged, on an average, from 2 to 6 hours per month.): Yes

Please complete the following only if you are applying for reappointment to a particular Board, Commission, or Committee. Do you have any thoughts regarding the responsibilities of and/or recent actions by your Board, Commission, or Committee?:

Do you have any ideas on how the effectiveness of your Board, Commission, or Committee can be improved?:

Name: Jeanne Parker

Date: 12/7/16

Indicate your Board selection(s) by marking "1" or "2" or "3" in rank order of your preference (1= most preferred)here. There is no need to mark more than "1" if you're not interested in another Board.: Cultural Arts Board

By submitting this application online or by email and executing it by entering my name where indicated, I intend to electronically certify it as if signed in writing:

Additional Information:

Form submitted on: 12/7/2016 9:21:23 PM

Submitted from IP Address [REDACTED]

Referrer Page: No Referrer - Direct Link

Form Address: <http://tx-bellaire5.civicplus.com/Forms.aspx?FID=103>

City of Bellaire, Texas



Boards and Commissions

Tab No. 7

Jason Taibel

Tracy Dutton

From: noreply@civicplus.com
Sent: Wednesday, December 07, 2016 10:15 AM
To: Tracy Dutton
Subject: Online Form Submittal: Application to Serve on a City Board or Commission

If you are having problems viewing this HTML email, click to view a [Text version](#).

Application to Serve on a City Board or Commission

Application to Serve on a City Board or a Commission with the City of Bellaire, Texas
 7008 South Rice Avenue, Bellaire, Texas 77401
 713-662-8222.

Thank you for your interest in serving on a City of Bellaire Board or Commission. In order to be considered for an appointment, please complete and submit this application in person at City Hall, or fill out the online application at www.bellairetx.gov. You will be contacted about an interview with Mayor and Council by City Staff.

Please review the Boards Handbook on the City's website to learn more about each Board and Commission.

THIS INFORMATION WILL BECOME PUBLIC RECORD.

Click on the link to review the City's Board Handbook. [Click Here for Board Handbook Summary](#)
 Click on the link for an summary of all Bellaire Boards, Commissions, and Committees.

Personal Information

Select from the following choices

- | | |
|---|--|
| <input checked="" type="checkbox"/> Audit Finance Board | <input type="checkbox"/> L.I.F.E. Advisory Board |
| <input type="checkbox"/> Board of Adjustment | <input type="checkbox"/> Parks & Recreation Advisory Board |
| <input type="checkbox"/> Building and Standards Commission | <input type="checkbox"/> Planning & Zoning Commission |
| <input type="checkbox"/> Cultural Arts Board | <input type="checkbox"/> Evelyn's Park Conservancy Board |
| <input type="checkbox"/> Environmental & Sustainability Board | |

Name*
 Home Address*
 Contact Number*
 Business Phone Number*
 Occupation*
 Email Address*
 Years in Bellaire. (Must be a resident for at least 6 months before appointment date in June).
 Are you a registered voter in a Bellaire Precinct?*

Jason Taibel

[REDACTED]

CPA

[REDACTED]

4

[Yes \/]

Are you 18 or older?*	Yes
First Time Appointment?*	[Yes V]
Reappointment, if so name of Board.*	N/A
Have you ever attended a meeting of the Board to which you seek appointment? If so, indicate which one(s). If applying for Audit Finance Board you must be a resident with financial and/or audit experience. Attach Resume with Application.*	No
Please write a brief summary of your qualifications for service on this Board, Commission, or Committee.*	
I am an audit partner at BDO USA, LLP, which is the 5th largest accounting firm in the world. I oversee and signoff on audits on a routine basis and meet with audit committees to discuss finance and accounting matters on a regular basis. I have approximately 14 years of experience in the auditing profession auditing both private and public companies in a variety of industries.	
Briefly describe previous community activities associated with the City of Bellaire, as well as any outside civic, charitable, and other community work.*	No prior community activities associated with the City of Bellaire; however, I have experience with other organizations.
Do you anticipate any conflicts of interest arising in connection with your service on the selected Board?*	() Yes (X) No
If you answered yes and a conflict of interest did arise, how would you propose to resolve it?	
Do you understand the time commitment on this Board, Commission, or Committee for meetings as well as preparation prior to meetings? (As a reference, previous Board and Commission members have stated their time commitment ranged, on an average, from 2 to 6 hours per month.)*	(X) Yes () No
Please complete the following only if you are applying for reappointment to a particular Board, Commission, or Committee. Do you have any thoughts regarding the responsibilities of and/or recent actions by your Board, Commission, or Committee?	
Do you have any ideas on how the effectiveness of your Board, Commission, or Committee can be improved?	Routine communications with the city's current audit firm, staying on top of new accounting pronouncements relative to the city and involvement in the finance function to monitor forecasts, budgets, etc.
The City of Bellaire appreciates your commitment and willingness to serve. Thank you for taking the time to complete this application	Name* Date* Jason 12/7/16 Taibel
<u>Indicate your Board selection(s) by marking 1 "1" or "2" or "3" in rank order of your preference (1= most preferred) here. There is no need to mark more than "1" if you're not interested in another Board.*</u>	
By submitting this application online or by email and executing it by entering my name where indicated, I intend to electronically certify it as if signed in writing	

* indicates required fields.

View any uploaded files by signing in and then proceeding to the link below:
<http://tx-bellaire5.civicplus.com/Admin/FormHistory.aspx?SID=7754>

The following form was submitted via your website: Application to Serve on a City Board or Commission

Select from the following choices: Audit Finance Board

Name: Jason Taibel

Home Address: [REDACTED]

Contact Number: [REDACTED]

Business Phone Number: [REDACTED]

Occupation: CPA

Email Address: [REDACTED]

Years in Bellaire. (Must be a resident for at least 6 months before appointment date in June).: 4

Are you a registered voter in a Bellaire Precinct?: Yes

Are you 18 or older?: Yes

First Time Appointment?: Yes

Reappointment, if so name of Board.: N/A

Have you ever attended a meeting of the Board to which you seek appointment? If so, indicate which one(s). If applying for Audit Finance Board you must be a resident with financial and/or audit experience. Attach Resume with Application.: No

Please write a brief summary of your qualifications for service on this Board, Commission, or Committee.: I am an audit partner at BDO USA, LLP, which is the 5th largest accounting firm in the world. I oversee and signoff on audits on a routine basis and meet with audit committees to discuss finance and accounting matters on a regular basis. I have approximately 14 years of experience in the auditing profession auditing both private and public companies in a variety of industries.

Briefly describe previous community activities associated with the City of Bellaire, as well as any outside civic, charitable, and other community work.: No prior community activities associated with the City of Bellaire; however, I have experience with other organizations.

Do you anticipate any conflicts of interest arising in connection with your service on the selected Board?: No

If you answered yes and a conflict of interest did arise, how would you propose to resolve it?:

Do you understand the time commitment on this Board, Commission, or Committee for meetings as well as

preparation prior to meetings? (As a reference, previous Board and Commission members have stated their time commitment ranged, on an average, from 2 to 6 hours per month.): Yes

Please complete the following only if you are applying for reappointment to a particular Board, Commission, or Committee. Do you have any thoughts regarding the responsibilities of and/or recent actions by your Board, Commission, or Committee?:

Do you have any ideas on how the effectiveness of your Board, Commission, or Committee can be improved?:
Routine communications with the city's current audit firm, staying on top of new accounting pronouncements relative to the city and involvement in the finance function to monitor forecasts, budgets, etc.

Name: Jason Taibel

Date: 12/7/16

Indicate your Board selection(s) by marking "1" or "2" or "3" in rank order of your preference (1= most preferred)here. There is no need to mark more than "1" if you're not interested in another Board.: 1

By submitting this application online or by email and executing it by entering my name where indicated, I intend to electronically certify it as if signed in writing:

Additional Information:

Form submitted on: 12/7/2016 10:14:41 AM

Submitted from IP Address [REDACTED]

Referrer Page: <https://outlook.live.com/>

Form Address: <http://tx-bellaire5.civicplus.com/Forms.aspx?FID=103>



CITY OF BELLAIRE TEXAS

MAYOR AND COUNCIL

DECEMBER 19, 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 - 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, December 19, 2016. The Regular Session was held in the Council Chamber, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas 77401-4411.

B. Announcement of a Quorum - Andrew S. Friedberg, Mayor.

Mayor Friedberg announced that a quorum of the members of 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	Present
Pat B. McLaughlan	Council Member	Absent
Michael Fife	Council Member	Present
David R. Montague	Council Member	Absent

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

C. Inspirational Reading and/or Invocation - Gus E. Pappas, Council Member.

Gus E. Pappas, Council Member, provided the inspirational reading for the evening.

D. Pledges of Allegiance - Gus E. Pappas, Council Member.

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

E. Personal/Audience Comments.

Robert Riquelmy:

Mr. Riquelmy addressed City Council regarding a letter he had received soliciting money, the proceeds of which were targeted for the unmet needs of the Bellaire Police and Fire Departments in order to "make Bellaire a safer and more secure community."

Minutes Acceptance: Minutes of Dec 19, 2016 7:00 PM (Approval of Minutes:)

Mr. Riquelmy expressed concern that the City Police and Fire Departments had unmet needs and suggested that the Bellaire residents should persuade the Charter Review Commission to throw out the Charter and throw ourselves on Harris County for law enforcement needs.

James Rowe:

Mr. Rowe addressed City Council regarding property he and his wife own on Elm Street. He stated that his family cannot currently live in the home because of the situation they are involved with in purchasing and building the home. They do not have a certificate of occupancy and have reached out for help. Mr. Rowe indicated that he wished to get some answers from city officials about what is being done with the inspection process and lack of a certificate of occupancy. He asked what changes will be made to protect other families from having to go through what his family has.

F. 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 December 19, 2016, to members of City Council.

Following his presentation, **Mayor Friedberg** opened the floor for questions from City Council. Following questions, Mayor Friedberg announced that the City Manager's Report was concluded and continued to the next report on the agenda.

2. Presentation of the transition management plan for the municipal facilities project to include schedule update, project milestones, site conditions during construction, and other important updates - Submitted by Michelle Jordan, Project Manager.

Michelle Jordan, Project Manager, provided an overview of her report, which included a general timeline, a site usage map, a customer impact analysis, and other items relevant to the project that were not necessarily customer focused.

With respect to the timeline, it was noted that a guaranteed maximum price proposal would be presented to City Council in April of 2017. During the first week in May, the Civic Center would be modified to house the Bellaire Police Department during construction of the Police/Municipal Courts building. It was anticipated that the Bellaire Police Department would move to the Civic Center in July of 2017.

Customer impacts included a reduction in the total number of parking spaces; special events to some extent, such as the Trolley Run and Holiday in the Park; and a change in the pedestrian routes through the site.

It was noted that City Hall customers would be able to conduct their business as they currently did. Municipal Court customers would conduct their business in the Civic Center, with court to be held in the Council Chamber.

At the conclusion of Project Manager Jordan's report, **Mayor Friedberg** opened the floor for questions from City Council. Following questions, Mayor Friedberg announced that the report was concluded and continued to the next report on the agenda.

3. Quarterly Report from the Evelyn's Park Conservancy Board - Presented by Denton Ragland, Executive Director, Evelyn's Park Conservancy.

Denton Ragland, Executive Director of the Evelyn's Park Conservancy, presented the third quarterly financial report for Evelyn's Park Conservancy to members of City Council. Also reported on a current basis was a construction update and an operations update. It was noted that the Grand Opening Celebration of Evelyn's Park was planned to occur on Earth Day, April 22, 2017.

Following Executive Director Ragland's report, **Mayor Friedberg** opened the floor for questions from City Council. Following questions, Mayor Friedberg announced that the report was concluded and continued to the Consent Agenda.

G. 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, held on Monday, November 21, 2016 - Submitted by Tracy L. Dutton, City Clerk.

Mayor and Council - Regular Session - Nov 21, 2016 6:30 PM

b. Bid Award:

Consideration of and possible action on a recommendation from the Parks, Recreation and Facilities Department to award Bid No. 17-001, FY 2017 Bellaire Town Square Family Aquatic Center Leisure Pool Re-Plaster Project, to Hancock Pool Services, Inc., in an amount not to exceed \$75,000.00 and on the adoption of 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 Standard Form of Agreement with Hancock Pool Services, Inc., for said project in an amount not to exceed \$75,000.00 - Submitted by Cheryl Bright, Assistant Director of Parks, Recreation and Facilities.

After reading the captions of the two items included in the Consent Agenda, **Mayor Friedberg** asked if any member of City Council wished to remove either item for separate consideration.

Trisha S. Pollard, Council Member, asked for separate consideration of the item related to the award of a contract for the Bellaire Family Aquatic Center Leisure Pool Re-plaster Project.

Mayor Friedberg entertained a motion to adopt the remainder of the Consent Agenda, consisting only of the minutes of the Regular Session of the City Council held on November 21, 2016.

Motion:

To adopt the remainder of the Consent Agenda dated December 19, 2016, consisting of the minutes of the Regular Session of the City Council held on November 21, 2016.

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

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Trisha S. Pollard, Council Member
SECONDER:	Michael Fife, Council Member
AYES:	Friedberg, Reed, Pollard, Pappas, Fife
NAYS:	None
ABSENT:	McLaughlan, Montague

Separate Consideration of the 2nd Item on the Consent Agenda (Award of Contract for Bellaire Leisure Pool Re-Plaster Project):

Motion:

To award the bid and adopt the ordinance authorizing the execution and attestation of the Standard Form of Agreement.

{Moved by Trisha S. Pollard, Council Member, and jointly seconded by Gus E. Pappas, Council Member, and Michael Fife, Council Member}

Following the motion, **Mayor Friedberg** advised that questions and deliberation were in order. Following questions and deliberation by City Council, Mayor Friedberg called for action on the motion.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Trisha S. Pollard, Council Member
SECONDER:	Gus E. Pappas and Michael Fife, Council Members
AYES:	Friedberg, Reed, Pollard, Pappas, Fife
NAYS:	None
ABSENT:	McLaughlan, Montague

2. Adoption of Ordinances:

a. Purchase of New Fire Apparatus:

Minutes Acceptance: Minutes of Dec 19, 2016 7:00 PM (Approval of Minutes:)

- i. Consideration of and possible action on a request from the Bellaire Fire Department to purchase one (1) Ferrara Rescue Body Pumper ("Pumper") in the amount of \$695,174.00 from Hall Motors and to purchase additional equipment necessary to outfit said Pumper from various manufacturers and/or suppliers in an amount not to exceed \$92,492.33, and authorizing the Mayor of the City of Bellaire, Texas, to execute, for and on behalf of the City of Bellaire, Texas, any and all necessary documentation associated with the purchase of said Pumper contingent on the approval of financing for same and authorizing the Mayor and the City Manager of the City of Bellaire, Texas, to execute, for and on behalf of the City of Bellaire, Texas, any and all necessary documentation associated with the purchase of additional equipment necessary to outfit the Pumper contingent on approval of financing for same and in accordance with purchasing policies adopted by the City of Bellaire, Texas - Submitted by Darryl Anderson, Fire Chief.

Darryl Anderson, Fire Chief, introduced a request from the Bellaire Fire Department to purchase a new fire apparatus. He noted that the apparatus being requested had undergone a thoughtful process based on current and future needs. Fire Chief Anderson also introduced the Chair of the Apparatus Selection Committee, Lieutenant Davis Farquhar, to discuss further the apparatus and conclusions that were made.

Lieutenant Davis Farquhar introduced himself and indicated that he also served on the City's Vehicle Equipment and Management Team ("Team"). The Team developed a scoring matrix from which the City's reserve pumper scored a 19, which was a poor category qualifying it for replacement if the budget allowed.

A set of specifications was subsequently prepared by the Apparatus Selection Committee, consisting of Lieutenant Farquhar as Chair and one representative from each of the Fire Department's shifts. The specifications were presented to five (5) manufacturers, with only one provider, Ferrara, meeting the specifications with no exceptions.

Lieutenant Farquhar concluded after providing an overview of the safety and ergonomic features of the apparatus.

Mayor Friedberg opened the floor for questions from City Council. Following questions, Mayor Friedberg entertained a motion regarding the requested fire apparatus.

Motion:

To adopt the ordinance as presented approving the purchase of the pumper for \$695,174.00, together with related equipment in an amount not to exceed \$92,492.33, all contingent on approval of financing as presented in the next agenda item.

{Moved by Roman F. Reed, Mayor Pro Tem, and seconded by Trisha S. Pollard, Council Member}

RESULT	ADOPTED [UNANIMOUS]
MOVER:	Roman F. Reed, Mayor Pro Tem

SECONDER:	Trisha S. Pollard, Council Member
AYES:	Friedberg, Reed, Pollard, Pappas, Fife
NAYS:	None
ABSENT:	McLaughlan, Montague

- 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 an equipment financing agreement with a bank for the purpose of financing the amount of \$787,667.00 for the purchase of a new rescue body pumper and necessary equipment to outfit same for the City of Bellaire Fire Department. - Submitted by Terrence Beaman, Chief Financial Officer.

Terrence Beaman, Chief Financial Officer, presented a financing method for the purchase of the new fire rescue pumper. He advised that Staff reached out to three local banks, Bank of America, Frost Bank, and Amegy Bank (subsidiary of Zion's Bank) for a financing proposal. Two of the banks submitted financing proposals with interest rates of 2.94% (Amegy Bank/Zion's Bank) and 3.35% (Frost Bank).

CFO Beaman advised that Staff recommended accepting the financing proposal from Zion's Bank with an interest rate of 2.94% and an annual debt service payment of \$77,603.77 over a 12-year period of time. It was noted that the City's Vehicle and Equipment Replacement Fund included funds for the purchase of a fire rescue pumper over a 15-year period of time with an annual payment of \$75,000.00. The recommended financing method would result in an overall savings.

At the conclusion of CFO Beaman's introduction, **Mayor Friedberg** entertained a motion to adopt the ordinance as presented authorizing an equipment financing agreement for the pumper and related equipment.

Motion:

To adopt the ordinance as presented authorizing the execution of an equipment financing agreement for the purchase of the pumper and related equipment in the amount of \$787,667.00.

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

Mayor Friedberg opened the floor for questions from City Council. Following questions, Mayor Friedberg called for action on the motion.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Fife, Council Member
SECONDER:	Trisha S. Pollard, Council Member
AYES:	Friedberg, Reed, Pollard, Pappas, Fife
NAYS:	None

ABSENT:	McLaughlan, Montague
----------------	----------------------

b. Natural Gas Franchise Agreement:

Third of Three Readings (Article XI, Franchises and Public Utilities, Sec. 2 - Franchises; Power of Council, Charter of the City of Bellaire, Texas, as amended November 7, 2006):

Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, granting to CenterPoint Energy Texas Gas Operations, the right, privilege and franchise to construct, install, extend, remove, replace, abandon, operate and maintain its facilities within the public rights-of-way of the City of Bellaire, Texas, for the transportation, delivery, sale and distribution of natural gas; containing other provisions relating to the foregoing subject; providing for severability and providing an effective date 60 days after its final passage - Submitted by Terrence Beaman, Chief Financial Officer.

Mayor Friedberg read the agenda item caption, noting that this evening's consideration represented the third and final reading of an ordinance granting the natural gas franchise to CenterPoint Energy Texas Gas Operations ("CenterPoint").

Mayor Friedberg advised that the ordinance was unanimously approved at the first and second readings. The City Attorney worked with CenterPoint on modifications to the proposed ordinance, a redlined version of which was included in the agenda packet. City Attorney Petrov confirmed none of those changes would affect final adoption of the ordinance on the third reading this evening.

Motion:

To adopt the ordinance as presented granting the natural gas franchise.

{Moved by Roman F. Reed, Mayor Pro Tem, and seconded by Michael Fife, Council Member}

Mayor Friedberg opened the floor for deliberation. Hearing none, he called for action on the motion.

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

3. Item for Individual Consideration:

Minutes Acceptance: Minutes of Dec 19, 2016 7:00 PM (Approval of Minutes:)

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

Michelle Jordan, Project Manager, introduced the municipal facilities final design agenda item, noting that more detail had been included in the final drawings included in the agenda packet. She noted further that the plans had not significantly changed and had been available on the City's website since December 5th. Larger formats were made available to Staff during the previous week.

Jeff Gerber, AIA, LEED AP, PGAL, provided an overview of the final drawings to members of the City Council for the new municipal facilities consisting of the Police/Municipal Courts and the City Hall/Civic Center buildings.

At the conclusion of Mr. Gerber's overview, **Mayor Friedberg** entertained a motion to approve the final design as presented.

Motion:

To approve the final design as presented.

{Moved by Roman F. Reed, Mayor Pro Tem, and seconded by Gus E. Pappas, Council Member}

Mayor Friedberg opened the floor for questions from City Council. Following questions, action was taken on the motion.

RESULT:	ADOPTED [4 TO 0]
MOVER:	Roman F. Reed, Mayor Pro Tem
SECONDER:	Gus E. Pappas, Council Member
AYES:	Friedberg, Reed, Pappas, Fife
ABSENT:	McLaughlan, Montague
AWAY:	Pollard

- b. Consideration of and possible action directing staff to proceed with preparation for and the acceptance of a Preliminary Official Statement and timetable for the sale of \$33,460,000 in General Obligation Bonds, Series 2017 - Requested by Terrence Beaman, Chief Financial Officer.

Terrence Beaman, Chief Financial Officer, presented a recommendation from Staff and the City's Financial Advisor to proceed with the preparation for the sale of General Obligation Bonds, Series 2017, along with a timeline and a Preliminary Official Statement ("POS").

It was noted that if the timeline and POS was approved this evening, the next step would be for Staff to begin communications with the rating agency during the first week of January. The schedule date for the sale of the bonds was noted to be January 23, 2017.

It was noted further that the proceeds of the bonds would be used for improvements to the streets, drainage, and sidewalks; for the construction of city buildings; and for water and wastewater improvements.

Following CFO Beaman's presentation, **Mayor Friedberg** entertained a motion to direct Staff to proceed with the preparation for and acceptance of a POS and timetable for the sale of general obligation bonds.

Motion:

To direct Staff to proceed with the preparation for and acceptance of a POS and timetable for the sale of \$33,460,000 in General Obligation Bonds, Series 2017.

{Moved by Gus E. Pappas, Council Member, and seconded by Trisha S. Pollard, Council Member}

Mayor Friedberg opened the floor for questions and deliberation. Following questions, Mayor Friedberg called for action on the motion.

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

H. Community Interest Items from the Mayor and Council.

Community interest items from the Mayor and Council included expressions of thanks to Chief of Police Byron Holloway for a recent presentation he had given; expressions of congratulations to Condit Elementary School on their recent ribbon-cutting ceremony; and wishes for a wonderful holiday and Happy New Year.

I. Adjourn.

Mayor Friedberg announced that the Regular Session of the City Council of the City of Bellaire, Texas, was adjourned at 9:58 p.m. on Monday, December 19, 2016.

Minutes Acceptance: Minutes of Dec 19, 2016 7:00 PM (Approval of Minutes:)



ORDINANCE NO. 17-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, APPROVING A REQUEST FROM THE BELLAIRE PUBLIC WORKS, PARKS, RECREATION AND FACILITIES, AND DEVELOPMENT SERVICES DEPARTMENTS TO PURCHASE NINE (9) VEHICLES AND TWO (2) PIECES OF HEAVY EQUIPMENT AS FUNDED IN THE FY 2017 BUDGET AND AUTHORIZING THE MAYOR OF THE CITY OF BELLAIRE, TEXAS, TO EXECUTE, FOR AND ON BEHALF OF THE CITY OF BELLAIRE, TEXAS, ANY AND ALL NECESSARY DOCUMENTATION ASSOCIATED WITH THE PURCHASE OF FOUR (4) FORD F-250 TRUCKS FROM CHASTANG FORD IN THE AMOUNT OF \$96,984.00, ONE (1) PETERBILT DUMP TRUCK AND ONE (1) PETERBILT GARBAGE TRUCK FROM RUSH TRUCK CENTER, HOUSTON IN THE AMOUNT OF \$379,843.00, ONE (1) FORD EXPLORER AND TWO (2) FORD F-150 CREW CAB TRUCKS FROM SAM PACK'S FIVE STAR FORD IN THE AMOUNT OF \$78,558.80, AND ONE (1) KUBOTA M62TLB-B BACKHOE AND ONE (1) KUBOTA KX018-4R1 MINI-EXCAVATOR FROM LANSDOWNE-MOODY COMPANY-SOUTHWEST IN THE AMOUNT OF \$82,520.14.

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

1. **THAT** the City Council of the City of Bellaire, Texas, hereby approves a request from the Bellaire Public Works, Parks, Recreation and Facilities, and Development Services Departments to purchase nine (9) and two (2) pieces of heavy equipment as funded in the FY 2017 budget.
2. **THAT** the Mayor of the City of Bellaire, Texas, is hereby authorized to execute, for and on behalf of the City of Bellaire, Texas, any and all necessary documentation associated with the purchase of four (4) F-250 truck from Chastang Ford in the amount of \$96,984.00.
3. **THAT** the Mayor of the City of Bellaire, Texas, is hereby authorized to execute, for and on behalf of the City of Bellaire, Texas, any and all necessary documentation associated with the purchase of one (1) Peterbilt dump truck and one (1) Peterbilt garbage truck from Rush Truck Center, Houston in the amount of \$379,843.00.
4. **THAT** the Mayor of the City of Bellaire, Texas, is hereby authorized to execute, for and on behalf of the City of Bellaire, Texas, any and all necessary documentation associated with the purchase of one (1) Ford Explorer and two (2) Ford F-150 crew cab trucks from Sam Pack's Five Star Ford in the amount of \$78,558.80.
5. **THAT** the Mayor of the City of Bellaire, Texas, is hereby authorized to execute, for and on behalf of the City of Bellaire, Texas, any and all necessary documentation associated with the

purchase of one (1) Kubota M62TLB-B backhoe and one (1) Kubota KX018-4R1 mini-excavator from Lansdowne-Moody Company - Southwest in the amount of \$82,520.14.

PASSED and **APPROVED** this 23st day of January, 2017.

(SEAL)

ATTEST:

SIGNED:

Tracy L. Dutton, TRMC
City Clerk

Andrew S. Friedberg
Mayor

APPROVED AS TO FORM:

Alan P. Petrov
City Attorney

Attachment: Vehicle Purchase - Ordinance (2099 : Vehicle & Equipment Purchases)



CONTRACT PRICING WORKSHEET

For MOTOR VEHICLES Only

**Contract
No.:**

VE 11-15

Date
Prepared:

1/17/2017

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	CITY OF BELLAIRE	Contractor:	CHASTANG FORD
Contact Person:	SHAWN COX	Prepared By:	ED MILLER
Phone:		Phone:	713-678-5007
Fax:		Fax:	713-678-5001
Email:		Email:	emiller@chastangford.com

Product Code:	E24	Description:	2017 FORD F250
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

19,8

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

[illegible]

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
RKI C63LPA ALUMINUM CROOS BOX	1295	BFT WORK TRUCK PACKAGE	16
WHELEN R2LPHA AMBER BEACON	995	Subtotal From Additional Sheet(s):	
		Subtotal C:	39

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

20

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

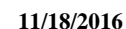
Quantity Ordered:	4	X Subtotal of A + B + C:	24096	=	Subtotal D:	963
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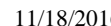
E. H-GAC Order Processing Charge (Amount Per Current Policy)	
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[illegible][illegible]**Delivery Date: 12-16 WEEKS ARO**

G. Total Purchase Price (D+E+F):

969





Description: PETERBILT 348 WITH HEIL "POWERTARK COM 32 CU YD" REAR LOADER

Sam Pack's Five Star Ford
1635 S. IH 35E Carrollton Texas, 75006
(888) 8 FLEET 9 (888-835-3389) - FAX 972-245-5278 - bidtx@spford.com

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Cars and Light Trucks

Team Members -- Kevin Moore - Ruben Santana - Jorge Guerra - Alan Rosner

Contract Name:State of Texas 072-A1 - Texas Smartbuy Contract Effective 9-1-2016 - 08-31-17

End User: City of Bellaire **Sam Pack's Rep:** Ruben Santana

Contact: Buster Adams **Date:** 11/10/2016

Contact TN/Email	badams@bellairetx.gov	Phone #	713-662-8285
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Product Description:	2017 Ford F150 4x2 Crew Cab 3.5L V6 Short Wheel Base	Exterior Color / Interior	WHITE
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A.	Bid Series:	864C	Base Price:	\$25,176.00
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B. Published Options (Itemize Each Below)

Code	Description	Bid Price	Code	Description	Bid Price
446	Automatic	Included			
	Air Conditioning	Included			
	Power Windows	Included			
	Power Locks	Included			
	Speed Control	Included			
	5.0L V-8	Included			
	Spare Tire/Wheel	Included			
	Trailer Tow Package	\$ 495.00			

Total of B. - Published Options	\$ 495.00
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C. Ford Factory Published Options

[illegible]

Total of C. - Dealer Published Options	\$	-
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D. Fleet Quote

[illegible]

Total of D. - Off Menu Options	\$ 690.00
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F.	Delivery Charges		0 Miles @ \$2.45/mile	\$ -
G.	Option Discounts			\$ -
H.	Total of A + B + C + D + E = F			\$ 26,361.00
I.	Floor Plan Assistance			\$0.00
J.	Lot Insurance Coverages			\$0.00
K.	Quantity Ordered	1	X F =	\$ 26,361.00
L.	Administrative Fee			\$ -
M.	Non-Equip Charges & Credits			
N.	TOTAL PURCHASE PRICE INCLUDING ADMIN FEE			\$26,361.00

Sam Pack's Five Star Ford
1635 S. IH 35E Carrollton Texas, 75006
(888) 8 FLEET 9 (888-835-3389) - FAX 972-245-5278 - bidtx@spford.com

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Cars and Light Trucks

Team Members -- Kevin Moore - Ruben Santana - Grace Torres - Jorge Guerra - Alan Rosner

Contract Name:State of Texas 072-A1 Texas Smartbuy Contract Effective 9-1-2016 till 8-31-2017

End User: City of Bellaire **Sam Pack's Rep:** Ruben Santana

Contact: Ashley Parcus **Date:** 11/22/2016

Contact TN/Email	aparcus@bellairetx.gov	Phone #	713-662-8240
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Exterior Color / Interior WHITE

Product Description:	2017 FORD EXPLORER BASE - 7 Passenger
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A. Bid Series: 662B K7B

Base Price:	\$ 24,971.00
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B. Published Options (Itemize Each Below)

Code	Description	Bid Price	Code	Description	Bid Price
	AUTO TRANS	Included		REVIEW CAMERA	Included
	Power Group	Included		THIRD ROW SEATING	Included
	Speed Control	Included			
	STATE INSPECTION FREE	Included			
	DELIVERY FREE	Included			
	CLOTH INTERIOR	Included			
	WHITE IN COLOR	Included			
	3.5L FFV V-6 (E85-FLEX LUEL)	Included			
	REAR WIPER	Included			
	REAR DEFOGGER	Included			
	SYNC SYSTEM	Included			
	POWER SEAT	Included			

Total of B. - Published Options	\$ -
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C. Ford Factory Published Options

[illegible]

Total of C. - Dealer Published Options	\$ 120.00
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D. Fleet Quote

[illegible]

Total of D. - Off Menu Options	\$ 750.00
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F. Delivery Charges 0 Miles @ \$2.45/mile

G. Option Discounts

H. Total of A + B + C + D + E = F

I. Floor Plan Assistance

J. Lot Insurance Coverages

K.	Quantity Ordered	1	$X \ F =$
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L. Administrative Fee

M. Non-Equip Charges & Credits

M.	Non Equip Charges & Credits	
N.	TOTAL PURCHASE PRICE INCLUDING ADMIN FEE	

\$	-
\$	(4.20)
\$	25,836.80
	\$0.00
	\$0.00
\$	25,836.80
\$	-
	\$25,836.80

-- Standard Features --

-- Custom Options --



Loader / Landscaper Series M62TLB-B
*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model # V2403-CR-TE4
Tier IV Final Certified
4 Cyl. 148.5 cu. in.
Turbocharged
63 Gross HP (SAE J1995)
59.1 Net HP (SAE J1349)
46.0 PTO HP
@ 2700 Engine RPM
Direct Injection
Charging output 45 Amps
12 V – 80 Amp Hour Battery
Dual Element Air Cleaner

HYDRAULICS

Open Center - Gear Type
Total Pump Capacity 30.9 gpm
Includes Power Steering
BH Boom Swing Pump 8.3 gpm
Front / Rear Remotes 16.0 gpm
Cat I & II 3-point Hitch (Optional)
24" Behind 2976 lbs.
@ Lift Points 3860 lbs.
Position Control

FRONT AXLE

Bevel-Gear, 4 WD
Hydrostatic Power Steering
Cast Iron – Heavy Duty
Tread spacing, Non-adjustable

DRIVE TRAIN

HST Plus
3 Ranges
Low-Medium-High
Maximum Travel Speed 15.7 mph
Rear Differential Lock
Multiple Wet Disc Brakes
4 Wheel Drive

DIMENSIONS

Transport Length 252.9"
Width 75.0"
Height to ROPS top 102.1"
Wheelbase 80.7"
Ground Clearance 13.8"

POWER TAKE OFF

Hydraulic Independent Rear PTO
Running 540 rpm @ 2550 Eng. RPM
SAE – 1-3/8, 6 splines

SAFETY EQUIPMENT

Four Post ROPS / FOPS
Deluxe Seat w/retractable Seat Belt
Safety Start Switches
Electric Key Shut-Off
Parking Brake
SMV Sign

FLUID CAPACITY

Fuel Tank 17.7 gals.
Crankcase 9.9 qts.
Eng. Coolant 8.7 qts.
Transmission and 12.2 gal.
Hydraulics
Front Axle Case 13.2 qts.

LIGHTING

2 Halogen Headlight / Work Lights
2 Halogen Rear Work Lights
2 Tail Lights / Turn Signals

INSTRUMENTS

IntelliPanel™
Lighted Communications Symbols
Digital Display with Tachometer,
Travel Speed, PTO Speed,
Warnings, Maintenance Alerts, On-
board Diagnostics

REAR AXLE

Heavy Duty Axle w/ Differential Lock
Bull-gear final drives
Multiple Wet Disc Brakes

STANDARD EQUIPMENT

Four 55 W Halogen Work Lights
Electronic HST Transmission
Backhoe Crawling Mode
Full Flat Floor
Cast Steel Brake Pedal
Walk-through Step
Seat with Arm Rests
Seat Pivots In Place
Backup Alarm & Horn
3-point Linkage Storage
Larger Canopy
Slanted Hood & Loader Arms
2 Lever Style Quick Coupler
Hydraulic Self-Leveling Loader
Braceless Loader Frame
Protected Hydraulic Hoses & Pipes
Bucket Level Indicator
Boom Lock
Arch Type Backhoe Boom
Independent Boom Swing Pump
Protected Hydraulic Hoses & Pipes
Thumb Bracket
Stabilizer Cylinder Cover
Improved Inching Performance
High Quality Hydraulic Cylinders
Tie-down Rings for Transport

SELECTED TIRES

ALR6842 & ALR6843 INDUSTRIAL TIRES
FRONT - 10-16.5 R4 Titan HD-2000
REAR - 17.5L-24 R4 Titan Industrial Contractor TLB

M62TLB-B Base Price: \$65,240.00

(1) FRONT LOADER TL1800-FRONT LOADER	inc.
(1) BACKHOE W/AUX HYDRAULIC VALVE BT1400V-BACKHOE W/AUX HYDRAULIC VALVE	inc.
(1) HYDRAULIC 2-LEVER QUICK COUPLER TL1810-HYDRAULIC 2-LEVER QUICK COUPLER	\$1,499.00
(1) 84" QC HEAVY DUTY ROUND BACK BUCKET TL3421A-84" QC HEAVY DUTY ROUND BACK BUCKET	\$1,259.00
(1) BOLT ON CUTTING EDGE FOR 84" HD ROUND BACK BUCKET TL3431A-BOLT ON CUTTING EDGE FOR 84" HD ROUND BACK BUCKET	\$255.00
(1) HYDRAULIC THUMB (FOR PIN ON BUCKETS) BT4599-HYDRAULIC THUMB (FOR PIN ON BUCKETS)	\$2,140.00
(1) 30" PIN ON TRENCHING BUCKET BT2915A-30" PIN ON TRENCHING BUCKET	\$1,181.00
(1) FRONT OR REAR WORK LIGHTS KIT (SET OF 2) L8045-FRONT OR REAR WORK LIGHTS KIT (SET OF 2)	\$157.00
(1) PLASTIC TOOL BOX L9476A-PLASTIC TOOL BOX	\$90.00
Configured Price:	\$71,821.00
HGAC Discount:	(\$17,237.04)
HGAC Price:	\$54,583.96
Factory Assembly:	\$530.00
Dealer Assembly:	\$437.50
Freight Cost:	\$660.00
PDI:	\$250.00

Total Unit Price: \$56,461.46
Quantity Ordered: 1
Final Sales Price: \$56,461.46

To order equipment – purchase orders must be made out and returned to:

Kubota Tractor Corporation
3401 Del Amo Blvd.
Torrance, CA 90503
or email na.support@kubota.com
or call 817-532-3883 or fax 844-582-1581

Attachment: FY 2017 Vehicle Quotes (2009 : Vehicle & Equipment Purchases)

***All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price.** All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

1.H.1.b.2

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Attachment: FY 2017 Vehicle Quotes (2099 : Vehicle & Equipment Purchases)



FY 2017

Vehicle and Equipment Replacement Fund

Description

The purpose of the Vehicle and Equipment Replacement Fund is to ensure that adequate funds are available to purchase vehicles and equipment, to stabilize budgeting for major purchases, and to provide a systematic, city-wide approach to procurement and disposition of the fleet. The goal is to provide sufficient cash flow for annual purchases. The Vehicle and Equipment Replacement Fund is not designed to equal the replacement value of the fleet.

A comprehensive Vehicle/Equipment Management and Maintenance Plan ("Plan") has been developed addressing the various aspects of owning, operating, repairing, replacing, and disposing of vehicles and equipment. The Plan provides a standard approach for activities associated with vehicle/equipment (fleet) management and maintenance, including considerations of financial, regulatory, and operational needs. The Plan guides the funding approach and the replacement schedule/forecast model.

The FY 2017 budget reflects proposed contributions to the Vehicle and Equipment Replacement Fund of \$1,007,000 from the General Fund and \$522,000 from the Enterprise Fund. The FY 2017 budget reflects total proposed expenditures of \$1,110,000 for vehicles and equipment with \$675,000 related to the General Fund and \$435,000 related to the Enterprise Fund.

Funding for the Vehicle and Equipment Replacement Fund supports current year vehicle and equipment purchases as well as a "catch-up" amount for future year purchases. This five year plan is designed to establish full funding in the Vehicle and Equipment Replacement Fund for Solid Waste vehicles and equipment by FY 2030 and for all other vehicles and equipment by FY 2020.

Prior to the establishment of the Vehicle and Equipment Replacement Fund in FY 2016, vehicle and equipment purchases were budgeted at the department level as capital outlays.

VEHICLE AND EQUIPMENT REPLACEMENT FUND				
	FY 2015 Actuals	FY 2016 Adopted	FY 2016 Projected	FY 2017 Proposed
Beginning Fund Balance	\$ 578,546	\$ 419,975	\$ 419,975	\$ 962,277
REVENUES				
General Fund Annual Contribution	-	695,000	695,000	533,500
General Fund Catch-up Contribution	-	371,000	371,000	473,500
Enterprise Annual Contribution	-	520,000	520,000	357,000
Enterprise Fund Catch-up Contribution	-	22,000	22,000	165,000
Total Revenues	-	1,608,000	1,608,000	1,529,000
Total Available Resources	578,546	2,027,975	2,027,975	2,491,277
EXPENDITURES				
General Fund - Development Services	-	25,000	22,986	25,000
General Fund - Fire	-	55,000	40,651	75,000
General Fund - Police	33,571	300,000	256,832	310,000
General Fund - Parks, Recreation, and Facilities	-	50,000	52,157	55,000
General Fund - Streets and Drainage	-	265,000	251,215	210,000
Enterprise Fund - Water and Wastewater	-	230,000	177,793	170,000
Enterprise Fund - Solid Waste	-	290,000	264,064	265,000
Transfers Out	125,000	-	-	-
Total Expenditures	158,571	1,215,000	1,065,698	1,110,000
Current Year Available Resources Over/(Under) Current Expenditures	(158,571)	393,000	542,302	419,000
Ending Fund Balance	\$ 419,975	\$ 812,975	\$ 962,277	\$ 1,381,277

Attachment: FY 2017 Approved Vehicle Fund (2099 : Vehicle & Equipment Purchases)

Vehicle and Equipment Replacement Fund

Proposed Replacement Vehicles

FY 2017

Department	Division	Vehicle Description	Cost
General Fund			
Development Services	Building Inspections	Pickup Truck	\$ 25,000
Fire	Fire Suppression	Lease Payment-2017 Pumper	75,000
Police	Patrol	Patrol Car	55,000
Police	Patrol	Patrol Car	55,000
Police	Command/Assigned	Assigned Vehicles-I	45,000
Police	Command/Assigned	Assigned Vehicles-I	45,000
Police	Command/Assigned	Assigned Vehicles-II	55,000
Police	Command/Assigned	Assigned Vehicles-II	55,000
Parks, Recreation, and Facilities	Facilities-Maintenance	Crew Cab Pickup Truck	27,500
Parks, Recreation, and Facilities	Parks-Maintenance	Crew Cab Pickup Truck	27,500
Public Works	Streets and Drainage	Dump Truck	160,000
Public Works	Streets and Drainage	Pickup Truck	25,000
Public Works	Streets and Drainage	Pickup Truck	25,000
General Fund Total			675,000
Enterprise Fund			
Public Works	Wastewater Collection	Backhoe	80,000
Public Works	Water Distribution	Mini-Excavator	40,000
Public Works	Water Distribution	Pickup Truck	25,000
Public Works	Water Distribution	Pickup Truck	25,000
Public Works	Solid Waste	Garbage Truck	265,000
Enterprise Fund Total			435,000
Total All Funds			\$ 1,110,000

Attachment: FY 2017 Approved Vehicle Fund (2099 : Vehicle & Equipment Purchases)



ORDINANCE NO. 17-____

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 *CONTRACT AND AGREEMENT FOR ENGINEERING SERVICES* WITH ARKK ENGINEERS LLC, IN A FORM AS ATTACHED HERETO AND MARKED EXHIBIT "A," FOR THE PROVISION OF ENGINEERING SERVICES ASSOCIATED WITH THE FY 2017 STREET AND SIDEWALK PAVEMENT MANAGEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$200,300.

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

THAT the Mayor and the City Clerk of the City of Bellaire, Texas, are each hereby authorized to execute and attest, respectively, for and on behalf of the City of Bellaire, Texas, a *Contract and Agreement for Engineering Services* with ARKK Engineers, in a form as attached hereto and marked Exhibit "A," for the provision of engineering services associated with the FY 2017 Street and Sidewalk Pavement Management Project in an amount not to exceed \$200,300.

PASSED and APPROVED this 23rd day of January, 2017.

(SEAL)

ATTEST:

Tracy L. Dutton, TRMC
City Clerk

SIGNED:

Andrew S. Friedberg
Mayor

Attachment: Ordinance 2017 PMP Design (2106 : FY 2017 Street and Sidewalk Project Design)

APPROVED AS TO FORM:

Alan P. Petrov
City Attorney



November 11, 2016

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

Re: Proposal for Engineering Services for the
 FY2017 Street and Sidewalk Pavement Management Project
 City of Bellaire, Texas

Dear Mr. Gary:

ARKK Engineers, LLC (ARKK) is pleased to submit this proposal for engineering services for the FY2017 Street and Sidewalk Pavement Management Project. The proposed scope of services includes the following services:

- Engineering Design
- Storm Water Pollution Prevention Plans
- Traffic Control Plans
- Bid Phase
- Neighborhood Meeting
- Field Engineering and Survey
- Texas Department Of Licensing and Regulation Compliance
- Construction Administration
- Construction Observation
- Material Testing Coordination

A description of the project, project area map and an estimate of probable construction cost are provided with this proposal.

PROJECT OVERVIEW

The City of Bellaire is responsible for maintaining approximately 10,145,000 million square feet of pavement or just under 140 lane miles of roads. Bellaire's roadway network includes major thoroughfares to residential cul-de-sac streets. The condition of the roadway network varies from new concrete curb and gutter streets with underground storm sewer to streets originally constructed in the 1940's in unacceptable condition with little or no underground storm sewer.

Bellaire's Street and Sidewalk Pavement Management Program is geared toward improving the overall quality of the roadway and sidewalk system by repairing pavement failures and distresses. The City's goal is to bring the streets and sidewalks maintained by the City up to an acceptable level of service and keep them there through an aggressive and comprehensive maintenance program.

The City Council has made significant strides over the years to improve the condition of the roadway network with programs like the Bellaire Millennium Renewal Program and the Rebuild Bellaire Program. Council has appropriated \$2 million in the FY 2017 budget to continue improvements to the street and sidewalk network with the following strategic program goals:

- Fund a program to bring all of the City's streets up to an acceptable level of service in a reasonable amount of time
- Maintain the street system at an acceptable level of service
- Continue reconstructing the street system and upgrading the underground storm sewer system

The City has over 4.5 million square feet of roadways currently at an unacceptable condition. These streets have severe to moderate offset slabs, cracks and ponding areas. The estimated cost to improve these streets up to a good condition (level of service 2A as described in the 2013 street condition assessment) is approximately \$16.2 million. This City Council has decided to increase the street and sidewalk repair budget to \$2 million a year to help bring these streets and sidewalks up to an acceptable level of service within eight (8) years.

The streets and sidewalks for the Fiscal Year 2017 Project were selected because of their overall poor condition noted during the Street and Sidewalk Condition Assessment of the streets and sidewalks maintained by the City of Bellaire completed in 2013. Streets and sidewalks designated for total reconstruction under Rebuild Bellaire were not considered for this project.

The anticipated repairs may include removal and replacement of sections of distressed street and sidewalk pavement, inlets, curbs and asphalt and the addition of inlets to existing storm sewers where possible. Some streets may require repairs to relatively small areas, others may need a complete mill and overlay or only a portion of the street resurfaced. A preservative asphalt seal coat may also be utilized on certain streets. Sidewalk repairs are also included in this FY 2017 Project. Sidewalk variances from the Texas Department of Licensing and Registration (TDLR) maximum cross-slope requirements will be requested where new sidewalk meets existing non-conforming sidewalks, if required. Engineering design will consist of preparing base drawings with estimated repair areas, details, specifications and bid items to cover the anticipated work items. The exact repair areas will be adjusted after field surveying is completed.

It is anticipated that the FY 2017 project will also include approximately \$100,000 for Pavement striping on various major streets within the City. The cost associated with street striping will be bid as an add alternate bid. If the striping add alternate bid is not considered as a competitive and favorable cost, the City may decide to bid this work separately.

The estimated probable construction cost for the FY2017 Street and Sidewalk Pavement Management Project of \$1,700,000 for construction and bid advertising , \$15,000 for material testing and the proposed fees for the Engineering services described in this proposal of \$200,300 amount to a total budget of \$1,915,300. The bid package may include base bid streets and add alternate bid streets, so the City may award the project within the budgeted amount.

Street Repair – Base Bid

- 5200-5300 Grand Lake
- 4500 Holt
- 5100 Linden
- 4900-5000 Maple

Street Repair – Add Alternate Bid

- 4700-4800 Evergreen
- 100 Pembroke

Sidewalk Repair

The street blocks designated for sidewalk repair are as follows:

- 100 Beverly
- 4500 Birch
- 4600 Birch
- 4500 Braeburn

SCOPE OF SERVICES

Engineering Design

Final Design

- Prepare block maps of the areas to be evaluated using existing aerial photography.
- Visit each street to photograph measure and sketch areas to be repaired.
- Prepare base drawings for the areas to be repaired using existing aerial photography

drawings. The drawings will include estimated repair limits that will be surveyed prior to construction for the optimum repair methods and final limits of work for each street block.

- Provide repair locations to AT&T, Comcast, Center Point Energy Gas and Electric, and request drawings of their facilities that may be impacted by the proposed construction. Transfer the information from their drawings to the construction plans and request confirmation signatures from their representatives.
- Prepare final engineering design detail drawings and specifications for various types of repairs to be utilized on the Project. As each area is evaluated during construction, applicable pay items will be measured and only paid for as used and approved.
- Prepare an Engineer's final cost estimate for construction.
- Prepare a construction implementation schedule.
- Coordinate with the City during the final design process and provide draft documents for the City to review. Incorporate appropriate comments with the final bid documents.
- Furnish two (2) hard copy sets and one electronic copy of construction documents to the City of Bellaire.

Geotechnical Investigation

- Geotechnical soil borings and laboratory test results from previous projects in the area will be utilized to prepare construction recommendations.

Consultation with the City's Urban Forester

- Visit the proposed sidewalk repair areas to determine necessary tree protection measures and include details, specifications and pay items in the contract documents.
- Consult with the Urban Forester for appropriate tree protection and preservation measures to be recommended during the construction process.

Storm Water Pollution Prevention Plan

- Prepare Storm Water Pollution Prevention Plans (SWPPP), details and specifications for implementation and maintenance in accordance with the Texas Pollutant Discharge Elimination System (TPDES) General Permit for Storm Water Discharge from

construction sites.

- Provide bid items and estimated quantities to be included in the contract documents

Traffic Control Plans

- Prepare typical Traffic Control Plan details for the routing of traffic through the repair areas during construction. The details will include required signs and lane closures to complete the proposed repairs.
- Prepare a Construction Phasing Plan to minimize disruption of ingress/egress to areas impacted by construction.
- Meet with City staff to discuss access to adjacent properties for property owners and emergency vehicles during construction and to determine if feasible measures to mitigate the impact should be included in the construction contract.

Bid Phase Services

- Assist the City of Bellaire in obtaining bids for the Project.
 - Prepare an Invitation to Bid for publication in newspaper
 - Send notice of bid to a list of contractors and follow-up with phone calls to discuss the generalities of the project with contractors
 - Communicate with contractors throughout the bid phase to confirm adequate interest in the project
- Dispense construction documents to potential bidders.
 - Dispense construction documents via the CivCast online plan room (by Amtek USA) to prospective bidders.
 - Provide plans and specifications for Contractors to obtain at ARKK's office
 - Provide plans and specifications to Public Works and Contractor Organization offices for public and contractor viewing
- During the bidding process, provide information to and answer questions from potential bidders concerning the Project's construction documents.
- Conduct a pre-bid conference for potential bidders.
 - Advise potential bidders of specific project requirements and the working environment
 - Advise of time constraints, allotted time and penalties for exceeding the contract time

- Advise that residents must be provided access to their property
 - Advise of requirement to restore existing color, material and pattern of existing driveways within the street right of way as much as possible
 - Advise of requirement to restore existing landscaping within the street right of way
 - Advise of requirement to clean the site daily and moisten to prevent dust
 - Advise of requirements regarding equipment, materials and sanitary facilities at the site
 - Answer questions from contractors regarding the project and working conditions
 - Prepare pre-bid meeting minutes and distribute to all plan holders
- Evaluate the bids and qualifications of the apparent low bidder and advise the City of Bellaire as to the acceptability of the apparent low bidder for the project.
 - Publicly open bids at City Hall
 - Tabulate Contractors' bids and correct errors, if required
 - Contact Contractor's references regarding acceptability of previous work
 - Research Contractor's bonding company's status and rating
 - Prepare Letter of Recommendation (LOR) for award of construction contract
 - Present LOR to City Council and answer questions regarding award of the contract
 - Deliver five sets of contract documents to the Contractor for signature, then to the City for signature, then distribute to the Contractor, the City and ARKK.

Construction Administration Services

- Act as the City's Project representative during the construction phase.
 - Act as City's liaison with adjacent Municipalities, outside Agencies, and Private Utility Companies
 - Coordinate scheduling and resolution of unforeseen utility conflicts
- Review and respond accordingly to all submittals as required by the contract specifications.
 - Construction Schedule
 - Sub-Contractors
 - Tree Protection/Preservation plans and schedules
 - Pre-construction Photographs
 - Resident Notification Letters
 - Trench safety systems
 - Manufacturer's data on materials used in the project
 - Concrete and Hot Mix Asphaltic Concrete (HMAC) mix designs
- Conduct a pre-construction conference with the Contractor, Public Works staff and

Private Utility Company Representatives to discuss schedules, notifications, conflict resolutions and other construction concerns.

- Conduct progress meetings throughout the construction process to discuss construction progress, problems and scheduling of work
- Review the contractor's pay estimates, evaluate the completion of work and make payment recommendations to the City of Bellaire.
 - Compare the Contractor's application to our Site Representative's daily reports
 - Compare quantities to the construction plans
 - Perform site visits to observe status and condition of work
 - Prepare recommendation for payment of Contractor's application
- Provide engineering and technical office personnel support throughout construction to include:
 - Process and file data compiled by the Site Representative such as daily reports, construction photographs, notes and sketches and material receipts such as lime for subgrade stabilization, cement stabilized sand, concrete and asphalt
 - Compare material receipt quantities for pay items to confirm design parameters are met
 - Provide written documentation to the Contractor and the City when and if the Site Representative does not receive full cooperation from the Contractor's Superintendent regarding adherence to the construction contract documents
 - Provide support to the on-site representative(s) through supervisory and administrative services and coordination of time off
- Visit the site and meet with the Contractor and Site Representative at intervals appropriate to the various stages of construction to answer questions and observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the Contract Documents.
- Review invoices from the City's Material Testing contractor and provide recommendations for payment to the city.
- ARKK will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). ARKK's efforts will be directed toward providing a greater degree of confidence for the City of Bellaire that the completed work of Contractor(s) will conform to the Contract Documents, but ARKK will not be responsible for the failure of Contractor(s) to perform the work in accordance

with the Contract Documents. ARKK will notify the City in writing of known non-conforming work by the Contractor.

- Provide one hard copy set of Record Drawings prepared by the Contractor to the City.
 - Check the contractor's as-built drawings with the notes, sketches and photographs compiled by the site representative throughout the project
 - Incorporate any field change drawings made during construction
 - Provide one electronic copy of the Record Drawings

Surveying and Field Engineering Services

- Provide Engineering staff during construction to finalize and coordinate with the Contractor the exact limits of repair areas. It is anticipated that the Engineering staff will be on site an average of 9 hours each week for the 48 - week duration of the Project.
- The City has existing topographic survey information in the project areas. ARKK will supplement the existing survey data with additional field measurements necessary for design and during the construction phase for repair area adjustments to be determined during the field engineering stage of the project.
- Visit each street with the Contractor to determine and mark the street repair limits.
- Visit each street with the Contractor to evaluate field conditions regarding the proposed removal and replacement of sidewalk, discuss resident's concerns and determine the repair limits. The limits will be marked and appropriate bid items will be selected, agreed to and documented with the construction contractor prior to proceeding with construction.
- Where necessary, the Contractor will survey existing pavement elevations. ARKK will evaluate the survey data to determine optimum repair limits and slopes to provide adequate drainage of storm water runoff. If evaluation of the survey data results in a change in the repair limits, the markings will be revised prior to pavement saw cutting.

Construction Observation

- Provide limited on-site representative(s) to observe the progress and quality of the work by the Contractor(s). It is anticipated that the on-site representative(s) will be on site an average of 22 hours each week for the 48-week duration of the Project.
- The on-site representative(s) will provide daily reports on the status of the construction to include:

- Weather conditions
 - Contractor's work force, equipment and manpower, hours worked
 - Laboratory testing activities
 - Performance testing of water and sewer lines if required
 - Construction activities at the site
 - Field measured pay item quantities
 - Noteworthy occurrences
- The on-site representative(s) will attend meetings such as pre-construction conference, progress meetings and other project related meetings.
 - The on-site representative(s) will take pre-construction photographs and periodic photographs of the construction progress and of key items of concern.
 - The on-site representative(s) will coordinate the activities of the City's testing laboratory.
 - The on-site representative(s) will coordinate with the City of Bellaire and the Contractor for construction scheduling, resident notification and communication.
 - Scheduling water or sewer disruptions to minimize inconvenience to residents
 - Coordination of repairs of utilities accidentally impacted, notification of utility owner, fire and police departments when applicable
 - Coordination of notification to impacted property owners and City staff for impending construction activities and access disruptions
 - The on-site representative(s) will assist in the performance of a final inspection, the preparation of a punch list and subsequent follow up inspections.
 - The on-site representative(s) will assemble and maintain notes, comments, sketches, and supporting data related to the project to assist in the preparation of record drawings.
 - Meet with residents individually and as groups to discuss specific concerns. Such concerns typically include the placement of driveways and sidewalks, replacement of landscaping and irrigation system components, the construction schedule as it relates to individual concerns, and access for residents with special needs.
 - The on-site representative(s) will be furnished in an effort to aid the process of observing the performance of work of the Contractor(s). Through more extensive on site observations of the work in progress, ARKK shall endeavor to provide further protection

for the City of Bellaire against defects and deficiencies in the work of the Contractor(s); but the furnishing of such on-site representative(s) will not make ARKK responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, or for Contractor(s) failure to perform their work in accordance with the Contract Documents. ARKK will notify the City in writing of known non-conforming work by the Contractor.

Construction Material Testing Coordination

ARKK will coordinate the services of an independent laboratory contracted by the City to perform the following testing of the material used during construction:

- Coordinate scheduling and review laboratory test results for Construction Material Testing:
 - Field density testing and moisture testing on backfill and subgrade
 - Concrete monitoring and testing for street and sidewalk repairs.
 - Related laboratory testing services
- Notify Contractor and City of failing test results and further action.
- It is recommended the City budget approximately \$15,000 for Construction Material Testing Services.

Texas Department of Licensing and Regulation Compliance

- Prepare plans in accordance with Texas Department of Licensing and Regulation (TDLR). Provide construction plans to TDLR Consultant for review and approval.
- Submit variance requests to TDLR when full compliance with TDLR and Texas Accessibility Standards (TAS) may be technically infeasible or structurally impracticable as defined by TDLR/TAS.
- Register the Project with the Texas Department of Licensing and Regulation.
- Coordinate and attend inspection of improvements by a TDLR Consultant upon completion of construction. Obtain conformance comments and provide to the Contractor for repair or reconstruction of non-conforming improvements prior to acceptance by the City. Coordinate and attend necessary follow up inspections.
- Required TDLR Fees will be reimbursed at cost + 10%. Estimated TDLR FEES are as follows:

- TDLR Filing Fee \$175
- Plan Review Fee \$500
- Inspection Fee \$500
- Variance Request Fee \$175

Schedule

The anticipated schedule for the various stages is as follows:

- Engineering Design – November 2016 – February 2017
- Bid Phase Services – February 2017 – March 2017
- Construction Phase Services – April 2017 – December 2017

Fee for Services

ARKK will submit monthly progress invoices with status reports for engineering work completed to invoice date, based on the following fee schedule:

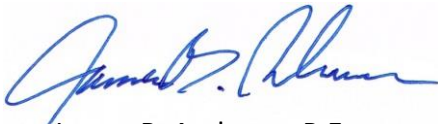
Engineering Design and Project Management Services (Lump sum):	\$ 60,000
Survey Field and Engineering Services (Lump sum):	\$ 27,470
Bid Phase Services (Lump sum):	\$ 3,500
Construction Administration Services (Lump sum):	\$ 24,850
Construction Observation Services (Hourly, Not To Exceed)	\$ 84,480
The City has control of the amount of hours expended under this item. The amount provided above will not be exceeded without prior written approval from the City.	
Estimated Budget for TDLR Registration Filing, Plan Review, Inspection and Variance Requests fees:	\$ 1,500
TOTAL FEES:	\$ 200,300

Additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor cost times a factor of 2.99 and direct cost plus 10%. No additional services will be invoiced without written consent by the City.

ARKK Engineers, LLC appreciates the opportunity to submit this proposal and to continue working for the City of Bellaire.

Sincerely,

ARKK Engineers, LLC



James B. Andrews, P.E.
Principal



**CONTRACT AND AGREEMENT
FOR ENGINEERING SERVICES**

ARKK ENGINEERS, LLC

This Agreement is made and entered into by and between the **CITY OF BELLAIRE, TEXAS**, hereinafter referred to as "**BELLAIRE**," and the undersigned, **ARKK ENGINEERS, LLC**, hereinafter referred to as "**ENGINEER**," a limited liability company authorized to conduct business in the State of Texas.

I.

BELLAIRE desires to enter into an Agreement with **ENGINEER** in order that **ENGINEER** may render engineering services and other services as specified in the proposal as attached hereto and marked "Exhibit 1"; and **ENGINEER** has agreed to perform said services for the consideration set out in "Exhibit 1" attached hereto. **ENGINEER** has represented and does represent, by signature and execution of this Agreement, that the professional services and other services to be purchased by **BELLAIRE** can be reasonably rendered in a competent and professional manner.

II.

ENGINEER agrees to render said services for the consideration set out in Exhibit "1" attached; and **BELLAIRE** agrees to pay, within 30 days of the receipt and acceptance of monthly progress invoices with status reports, the consideration as therein set out.

III.

It is specifically understood and agreed that **BELLAIRE** may, at any time, cancel this Contract and Agreement; and in the event of such cancellation, **ENGINEER** shall only have a claim against **BELLAIRE** in quantum meruit for services actually rendered or costs actually incurred for and on behalf of **BELLAIRE** and have no claim for any other reason whatsoever.

Exhibit A to Ordinance No. 17-

IV.

In the event of dispute or disagreement as to the provisions, purpose, or intent of any of the terms and provisions of this Contract and Agreement or any exhibit attached hereto, the City Manager of **BELLAIRE** shall provide an interpretation of this Agreement and shall inform **ENGINEER**, by letter, of such interpretation, which shall form a part of this Agreement, and which interpretation shall become final and binding upon the signatories hereto, subject to the right of **ENGINEER** to appeal any decision made by the City Manager to the City Council of **BELLAIRE**. In the event of appeal of **ENGINEER**, the City Council of **BELLAIRE** shall, upon consideration of all facts and evidence that may be brought before it, and in consideration of all other factors or matters that may also be properly brought before it, render an interpretation which shall be binding upon all parties hereto.

V.

In the event of any conflicts or provisions contained in "Exhibit 1" attached hereto which differ from the terms and provisions of this Contract and Agreement for Engineering Services, Exhibit "1" being incorporated herein for all purposes, the terms and provisions of Exhibit "1" shall be deemed to be controlling and shall supersede the terms and provisions of this Agreement.

VI.

Upon earlier termination or upon completion of all services to be rendered and delivery of the work product thereof to **BELLAIRE** under the terms and provisions of this Agreement, **ENGINEER** shall receive final payment in an amount as shall be properly itemized and described, and the same shall be clearly identified as "Final Payment"; and receipt thereof and acceptance by **ENGINEER** and tendering of the same by **ENGINEER** for payment shall constitute a full and final release of any and all liability which may be claimed by **ENGINEER** against **BELLAIRE**. Said release shall be full and final even though the same may not be reflected verbatim on the face of the check or draft accepted, endorsed, and tendered for payment.

Exhibit A to Ordinance No. 17-

This Contract and Agreement is entered into and executed this, the _____ day
of January, 2017.

ARKK ENGINEERS, LLC

By: _____

Printed Name: _____

WITNESS:

Printed Name: _____

Exhibit A to Ordinance No. 17-

This Contract and Agreement is executed by the Mayor of **BELLAIRE** and attested by the City Clerk of **BELLAIRE** under authority granted by Ordinance No. 17- duly adopted by the City Council of **BELLAIRE** on the 23rd day of January, 2017.

CITY OF BELLAIRE, TEXAS

By: _____

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 to Ordinance No. 17-



December 27, 2016

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

Re: **Letter of Recommendation for
 Renwick Ground Storage Tank Rehabilitation Project**
 City of Bellaire
 ARKK Job No. 15-028

Dear Mr. Gary:

On December 14, 2016, fifteen (15) bids were received for the above referenced project. This project involves the blasting and recoating of the existing 1 million gallon ground storage tank (potable water storage) at the City's Renwick Water Plant.

The following is a summary of our bid evaluation:

1. Bid Tabulation Sheet – Fifteen (15) construction firms participated in the bidding process. The bids were checked for mathematical errors and/or bid irregularities. The Engineer's cost estimate to perform the work was \$400,000.
2. The bids for the total project are as follows:

1. Central Tank Coatings, Inc.	\$287,000.00 (Apparent Low Bidder)
2. TRB Oilfield Services, Inc.	\$320,000.00
3. Nations Industrial Services	\$321,000.00
4. Williams Painting and Sandblasting, Inc.	\$322,611.00
5. Nova Paintings, LLC	\$342,016.00
6. CFG Industries, LLC	\$352,000.00
7. NG Painting, LP	\$363,000.00
8. MK Painting, Inc.	\$365,000.00
9. Inspect Coatings, Inc.	\$375,000.00
10. Corrosion Eliminators, LLC	\$384,362.00
11. Tecorp, Inc.	\$389,000.00
12. D&M Tank, LCC	\$390,100.00
13. Gulf States Protective Coatings, Inc.	\$477,600.00
14. Blastco Texas, Inc.	\$483,000.00
15. E.J. Chris Contracting, Inc.	\$850,160.00

A copy of the bid tabulation is attached to this letter.

3. Qualifications and References – Central Tank Coatings, Inc. provided a List of Qualifications, Subcontractors and Major Suppliers list for this project. In order to provide an opinion on the apparent low bidder's ability to satisfactorily complete the work, ARKK Engineers made contact with the specified paint manufacturer representative (Tnemec), with listed references, and also interviewed the contractor directly to discuss in detail the requirements of the project. All responses regarding Central Tank Coatings and the quality of their work were positive in nature.

Central Tank Coatings appears to be a responsible firm that is capable of performing the specified work in a satisfactory manner. For these reasons, we recommend that the City of Bellaire award the **Renwick Ground Storage Tank Rehabilitation Project to Central Tank Coatings, Inc. for a total amount of \$287,000.00**

If you have any questions, please contact me.

Sincerely,

ARKK ENGINEERS, LLC



David W. Kasper, P.E.
Senior Project Manager / Principal

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	Central Tank Coatings, Inc.		TRB Oilfield Services, Inc		Nations Industrial Services	
BASE BID ITEMS:									
1	Mobilization, including Performance Bond, Payment Bond, and One Year Maintenance Bond (Max Amount is 5% of Total Bid)	L.S.	1	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	\$ 16,000.00	\$ 16,000.00
2	Furnish material and labor to re-coat the exterior coating system including surface preparation on the 1,000,000 gallon ground storage tank per Technical Specifications, Complete in Place, the Sum of:	L.S.	1	\$ 90,000.00	\$ 90,000.00	\$ 80,000.00	\$ 80,000.00	\$ 100,000.00	\$ 100,000.00
3	Furnish material and labor to replace the interior wet area coating system on the 1,000,000 gallon ground storage tank per the Technical Specifications, Complete in Place, the Sum of:	L.S.	1	\$ 142,000.00	\$ 142,000.00	\$ 180,000.00	\$ 180,000.00	\$ 150,000.00	\$ 150,000.00
4	Base Bid Mechanical Repairs to the Renwick Ground Storage Tank (See Summary of Work Section 1.02A Items No. 1 through 12)	L.S.	1	\$ 20,000.00	\$ 20,000.00	\$ 30,000.00	\$ 30,000.00	\$ 35,000.00	\$ 35,000.00
5	Miscellaneous Allowance as approved by the City, Complete in Place, the Sum of:	L.S.	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
TOTAL BASE BID ITEMS:					\$ 287,000.00		\$ 320,000.00		\$ 321,000.00
TOTAL BASE BID ITEMS:					\$ 287,000.00		\$ 320,000.00		\$ 321,000.00
MATHEMATICAL ERROR CORRECTED BY ENGINEER									

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	Williams Painting and Sandblasting, Inc.		Nova Pantings LLC		CFG Industries, LLC	
BASE BID ITEMS:									
1	Mobilization, including Performance Bond, Payment Bond, and One Year Maintenance Bond (Max Amount is 5% of Total Bid)	L.S.	1	\$ 15,361.00	\$ 15,361.00	\$ 17,100.00	\$ 17,100.00	\$ 17,000.00	\$ 17,000
2	Furnish material and labor to re-coat the exterior coating system including surface preparation on the 1,000,000 gallon ground storage tank per Technical Specifications, Complete in Place, the Sum of:	L.S.	1	\$ 121,252.00	\$ 121,252.00	\$ 105,976.00	\$ 105,976.00	\$ 100,000.00	\$ 100,000
3	Furnish material and labor to replace the interior wet area coating system on the 1,000,000 gallon ground storage tank per the Technical Specifications, Complete in Place, the Sum of:	L.S.	1	\$ 124,312.00	\$ 124,312.00	\$ 158,940.00	\$ 158,940.00	\$ 175,000.00	\$ 175,000
4	Base Bid Mechanical Repairs to the Renwick Ground Storage Tank (See Summary of Work Section 1.02A Items No. 1 through 12)	L.S.	1	\$ 41,686.00	\$ 41,686.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000
5	Miscellaneous Allowance as approved by the City, Complete in Place, the Sum of:	L.S.	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000
TOTAL BASE BID ITEMS:					\$ 322,611.00		\$ 342,016.00		\$ 352,000
TOTAL BASE BID ITEMS:					\$ 322,611.00		\$ 342,016.00		\$ 352,000
MATHEMATICAL ERROR CORRECTED BY ENGINEER									

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	N.G. Painting, LP		M.K. Painting, Inc.		Inspect Coatings, Inc.	
BASE BID ITEMS:									
1	Mobilization, including Performance Bond, Payment Bond, and One Year Maintenance Bond (Max Amount is 5% of Total Bid)	L.S.	1	\$ 1,000.00	\$ 1,000.00	\$ 15,000.00	\$ 15,000.00	\$ 13,000.00	\$ 13,000.00
2	Furnish material and labor to re-coat the exterior coating system including surface preparation on the 1,000,000 gallon ground storage tank per Technical Specifications, Complete in Place, the Sum of:	L.S.	1	\$ 149,000.00	\$ 149,000.00	\$ 110,000.00	\$ 110,000.00	\$ 150,000.00	\$ 150,000.00
3	Furnish material and labor to replace the interior wet area coating system on the 1,000,000 gallon ground storage tank per the Technical Specifications, Complete in Place, the Sum of:	L.S.	1	\$ 168,000.00	\$ 168,000.00	\$ 190,000.00	\$ 190,000.00	\$ 170,000.00	\$ 170,000.00
4	Base Bid Mechanical Repairs to the Renwick Ground Storage Tank (See Summary of Work Section 1.02A Items No. 1 through 12)	L.S.	1	\$ 25,000.00	\$ 25,000.00	\$ 30,000.00	\$ 30,000.00	\$ 22,000.00	\$ 22,000.00
5	Miscellaneous Allowance as approved by the City, Complete in Place, the Sum of:	L.S.	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
TOTAL BASE BID ITEMS:					\$ 363,000.00		\$ 365,000.00		\$ 375,000.00
TOTAL BASE BID ITEMS:					\$ 363,000.00		\$ 365,000.00		\$ 375,000.00
MATHEMATICAL ERROR CORRECTED BY ENGINEER									

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	Corrosion Eliminatos LLC		Tecorp, Inc.		D & M TANK LLC	
BASE BID ITEMS:									
1	Mobilization, including Performance Bond, Payment Bond, and One Year Maintenance Bond (Max Amount is 5% of Total Bid)	L.S.	1	\$ 18,000.00	\$ 18,000.00	\$ 15,000.00	\$ 15,000.00	\$ 19,000.00	\$ 19,000.00
2	Furnish material and labor to re-coat the exterior coating system including surface preparation on the 1,000,000 gallon ground storage tank per Technical Specifications, Complete in Place, the Sum of:	L.S.	1	\$ 144,418.00	\$ 144,418.00	\$ 160,000.00	\$ 160,000.00	\$ 151,600.00	\$ 151,600.00
3	Furnish material and labor to replace the interior wet area coating system on the 1,000,000 gallon ground storage tank per the Technical Specifications, Complete in Place, the Sum of:	L.S.	1	\$ 171,944.00	\$ 171,944.00	\$ 149,000.00	\$ 149,000.00	\$ 175,000.00	\$ 175,000.00
4	Base Bid Mechanical Repairs to the Renwick Ground Storage Tank (See Summary of Work Section 1.02A Items No. 1 through 12)	L.S.	1	\$ 30,000.00	\$ 30,000.00	\$ 45,000.00	\$ 45,000.00	\$ 24,500.00	\$ 24,500.00
5	Miscellaneous Allowance as approved by the City, Complete in Place, the Sum of:	L.S.	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
TOTAL BASE BID ITEMS:					\$ 384,362.00		\$ 389,000.00		\$ 390,100.00
TOTAL BASE BID ITEMS:					\$ 384,362.00		\$ 389,000.00		\$ 390,100.00
MATHEMATICAL ERROR CORRECTED BY ENGINEER									

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	Gulf States Protective Coatings, Inc.		Blastco Texas Inc.		E.J. Chris Contracting, Inc.	
BASE BID ITEMS:									
1	Mobilization, including Performance Bond, Payment Bond, and One Year Maintenance Bond (Max Amount is 5% of Total Bid)	L.S.	1	\$ 16,150.00	\$ 16,150.00	\$ 22,500.00	\$ 22,500.00	\$ 42,508.00	\$ 42,508.00
2	Furnish material and labor to re-coat the exterior coating system including surface preparation on the 1,000,000 gallon ground storage tank per Technical Specifications, Complete in Place, the Sum of:	L.S.	1	\$ 224,450.00	\$ 224,450.00	\$ 155,000.00	\$ 155,000.00	\$ 268,530.00	\$ 268,530.00
3	Furnish material and labor to replace the interior wet area coating system on the 1,000,000 gallon ground storage tank per the Technical Specifications, Complete in Place, the Sum of:	L.S.	1	\$ 184,700.00	\$ 184,700.00	\$ 225,000.00	\$ 225,000.00	\$ 409,022.00	\$ 409,022.00
4	Base Bid Mechanical Repairs to the Renwick Ground Storage Tank (See Summary of Work Section 1.02A Items No. 1 through 12)	L.S.	1	\$ 32,300.00	\$ 32,300.00	\$ 60,500.00	\$ 60,500.00	\$ 110,100.00	\$ 110,100.00
5	Miscellaneous Allowance as approved by the City, Complete in Place, the Sum of:	L.S.	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
TOTAL BASE BID ITEMS:					\$ 477,600.00		\$ 483,000.00		\$ 850,160.00
TOTAL BASE BID ITEMS:					\$ 477,600.00		\$ 483,000.00		\$ 850,160.00
MATHEMATICAL ERROR CORRECTED BY ENGINEER									



ORDINANCE NO. 17-____

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 *STANDARD FORM OF AGREEMENT* WITH CENTRAL TANK COATINGS, INC., IN A FORM AS ATTACHED HERETO AND MARKED EXHIBIT "A," FOR THE PERFORMANCE AND PROVISION OF ANY AND ALL SERVICES, MATERIALS, AND EQUIPMENT NECESSARY FOR THE RENWICK GROUND STORAGE TANK REHABILITATION PROJECT IN AN AMOUNT NOT TO EXCEED \$287,000.00.

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

THAT the Mayor and the City Clerk of the City of Bellaire, Texas, are each hereby authorized to execute and attest, respectively, for and on behalf of the City of Bellaire, Texas, a *Standard Form of Agreement* with Central Tank Coatings, Inc., in a form as attached hereto and marked Exhibit "A," for the performance and provision of any and all services, materials, and equipment necessary for the Renwick Ground Storage Tank Rehabilitation Project in an amount not to exceed \$287,000.00 (Bid No. 17-003, Renwick Ground Storage Tank Rehabilitation Project).

PASSED and **APPROVED** this 23rd day of January, 2017.

(SEAL)

ATTEST:

Tracy L. Dutton, TRMC
City Clerk

SIGNED:

Andrew S. Friedberg
Mayor

APPROVED AS TO FORM:

Alan P. Petrov
City Attorney

Attachment: Renwick Rehab Contract - Ordinance (2122 : Renwick Ground Storage Tank Rehab)

Corporate Contractor

STANDARD FORM OF AGREEMENT

STATE OF TEXAS

COUNTY OF HARRIS

THIS AGREEMENT, made and entered into this, the ____ day of _____, A.D. 20____, by and between the CITY OF BELLAIRE, TEXAS, of the County of Harris and State of Texas, duly incorporated and existing under and by virtue of the Constitution and the laws of the State of Texas, acting by and through the undersigned Mayor, as attested to by the City Clerk of the CITY OF BELLAIRE, TEXAS, thereunto duly authorized to do so, hereinafter referred to as "Owner", and _____, a corporation duly authorized to do business and existing under the laws of the State of _____, acting by and through a duly authorized officer thereof as attested to by the Secretary of said corporation of the City of _____, County of _____, State of _____, hereinafter referred to as "Contractor".

WITNESSETH:

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, and under the conditions expressed in the bond(s) bearing even date herewith (if any), the Contractor hereby agrees with the Owner to commence and complete the construction of certain improvements described as follows:

Renwick Ground Storage Tank Rehabilitation Project- Rehabilitation of the interior and exterior of an existing 1,000,000 gallon steel potable water ground storage tank and associated work and mechanical repairs

and all necessary work of every kind or nature, including all extra work in connection therewith necessary to complete said improvements, under the terms as stated in the contract documents, including the General Conditions of Agreement, and, at its own proper cost and expense, to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to

Contractors, General and Special Conditions of Agreement, plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore, as prepared by ARKK Engineers, LLC., hereinafter called "PROFESSIONAL", each of which has been identified by the CONTRACTOR and the PROFESSIONAL, together with CONTRACTOR's written Proposal, the General Conditions of Agreement and the Performance and Payment Bonds hereto attached, all of which are made a part hereof and collectively evidence and constitute the entire Contract.

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to it and to complete the same within the time specified in the contract documents, subject to such extensions of time as shall be specified in the General and Special Conditions or shall have been specifically agreed to in writing by the parties hereto, which writing shall be attached to this Contract as a part hereof.

The Owner agrees to pay the CONTRACTOR in current funds for the performance of the Contract in accordance with the Proposal submitted therefor, which forms a part of this Contract, subject to additions and deductions as provided in the contract documents, and to make payment on account thereof as provided therein.

The undersigned persons executing this Contract and all other documents executed simultaneously herewith, do certify and attest that they are executing the same in their capacity as herein stated as the act and deed of the corporation and that they have authority to do so under the terms of the Charter, By-Laws and resolutions of said corporation and that, unless more specifically set out in the Charter or By-Laws of said corporation, the following is an excerpt of the official minutes of said corporation as found and contained in the official minute book of said corporation:

RESOLVED that _____,
an officer of this corporation holding the office of _____,
is authorized to execute, for and on behalf of this corporation, a Contract with the CITY OF BELLAIRE, TEXAS, a copy of which is attached hereto and marked Exhibited "A", upon the same being duly attested to by the Secretary of this corporation as the act and deed of this corporation.

IN WITNESS WHEREOF, the Mayor of the CITY OF BELLAIRE, TEXAS, as attested to by the City Clerk of the CITY OF BELLAIRE, TEXAS, hereunto, has executed this Agreement in the year and date first above written, under the authority granted to them under the provisions of

City of Bellaire
Renwick Ground Storage Tank Rehabilitation Project

Ordinance No. _____, an Ordinance duly enacted by the City Council of the CITY OF BELLAIRE, TEXAS.

MAYOR, City of Bellaire, Texas

ATTEST:

City Clerk

Attachment: Renwick Rehab - SFA (2122 : Renwick Ground Storage Tank Rehab)

IN WITNESS WHEREOF, the undersigned officers of the corporation, whose names are hereinafter set out, do certify and attest that they have executed this Agreement in their capacities as herein stated, for and on behalf of said corporation, and that they have authority to do so under specific authorization granted to them under the Charter or By-laws of said corporation or, if said Charter and By-laws are silent, then under authority granted to them under a resolution duly adopted by the Board of Directors of said corporation, as set out in the official minute book of said corporation, and an excerpt of said resolution is herein previously set out.

CONTRACTING CORPORATION (CONTRACTOR)

Officer

Office Held

ATTEST:

Secretary

Acknowledged and Accepted:

PROFESSIONAL

Officer

Office Held

ATTEST:

Witness

Attachment: Renwick Rehab - SFA (2122 : Renwick Ground Storage Tank Rehab)

Non-Corporate Contractor/Sole Proprietorship

STANDARD FORM OF AGREEMENT

STATE OF TEXAS

COUNTY OF HARRIS

THIS AGREEMENT, made and entered into this, the ____ day of _____, A.D. 20____, by and between the CITY OF BELLAIRE, TEXAS, of the County of Harris and State of Texas, duly incorporated and existing under and by virtue of the Constitution and the laws of the State of Texas, acting by and through the undersigned Mayor, as attested to by the City Clerk of the CITY OF BELLAIRE, TEXAS, thereunto duly authorized to do so, hereinafter referred to as "Owner", and _____, an individual doing business in the State of _____, acting by and through a duly authorized officer thereof as attested to by the Secretary of said corporation of the City of _____, County of _____, State of _____, hereinafter referred to as "Contractor".

WITNESSETH:

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, and under the conditions expressed in the bond(s) bearing even date herewith (if any), the Contractor hereby agrees with the Owner to commence and complete the construction of certain improvements described as follows:

Renwick Ground Storage Tank Rehabilitation Project - Rehabilitation of the interior and exterior of an existing 1,000,000 gallon steel potable water ground storage tank and associated work and mechanical repairs

and all necessary work of every kind or nature, including all extra work in connection therewith necessary to complete said improvements, under the terms as stated in the contract documents, including the General Conditions of Agreement, and, at its own proper cost and expense, to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to

Contractors, General and Special Conditions of Agreement, plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore, as prepared by ARKK Engineers, LLC., hereinafter called "PROFESSIONAL", each of which has been identified by the CONTRACTOR and the PROFESSIONAL, together with CONTRACTOR's written Proposal, the General Conditions of Agreement and the Performance and Payment Bonds hereto attached, all of which are made a part hereof and collectively evidence and constitute the entire Contract.

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to it and to complete the same within the time specified in the contract documents, subject to such extensions of time as shall be specified in the General and Special Conditions or shall have been specifically agreed to in writing by the parties hereto, which writing shall be attached to this Contract as a part hereof.

The Owner agrees to pay the CONTRACTOR in current funds for the performance of the Contract in accordance with the Proposal submitted therefor, which forms a part of this Contract, subject to additions and deductions as provided in the contract documents, and to make payment on account thereof as provided therein.

IN WITNESS WHEREOF, the Mayor of the CITY OF BELLAIRE, TEXAS, as attested to by the City Clerk of the CITY OF BELLAIRE, TEXAS, hereunto, has executed this Agreement in the year and date first above written, under the authority granted to them under the provisions of Ordinance No. _____, an Ordinance duly enacted by the City Council of the CITY OF BELLAIRE, TEXAS.

MAYOR, City of Bellaire, Texas

ATTEST:

City Clerk

City of Bellaire
Renwick Ground Storage Tank Rehabilitation Project

IN WITNESS WHEREOF, the undersigned has executed this Agreement in his/her individual capacity as owner of a sole proprietorship.

CONTRACTOR

Proprietor

Acknowledged and Accepted:

PROFESSIONAL

Officer

Office Held

ATTEST:

Witness

Attachment: Renwick Rehab - SFA (2122 : Renwick Ground Storage Tank Rehab)

Non-Corporate Contractor/Partnership

STANDARD FORM OF AGREEMENT

STATE OF TEXAS

COUNTY OF HARRIS

THIS AGREEMENT, made and entered into this, the ____ day of _____, A.D. 20____, by and between the CITY OF BELLAIRE, TEXAS, of the County of Harris and State of Texas, duly incorporated and existing under and by virtue of the Constitution and the laws of the State of Texas, acting by and through the undersigned Mayor, as attested to by the City Clerk of the CITY OF BELLAIRE, TEXAS, thereunto duly authorized to do so, hereinafter referred to as "Owner", and _____, a partnership doing business in the State of _____, acting by and through a duly authorized officer thereof as attested to by the Secretary of said corporation of the City of _____, County of _____, State of _____, hereinafter referred to as "Contractor".

WITNESSETH:

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, and under the conditions expressed in the bond(s) bearing even date herewith (if any), the Contractor hereby agrees with the Owner to commence and complete the construction of certain improvements described as follows:

Renwick Ground Storage Tank Rehabilitation Project - Rehabilitation of the interior and exterior of an existing 1,000,000 gallon steel potable water ground storage tank and associated work and mechanical repairs

and all necessary work of every kind or nature, including all extra work in connection therewith necessary to complete said improvements, under the terms as stated in the contract documents, including the General Conditions of Agreement, and, at its own proper cost and expense, to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction in accordance with the

conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Contractors, General and Special Conditions of Agreement, plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore, as prepared by ARKK Engineers, LLC., hereinafter called "PROFESSIONAL", each of which has been identified by the CONTRACTOR and the PROFESSIONAL, together with CONTRACTOR's written Proposal, the General Conditions of Agreement and the Performance and Payment Bonds hereto attached, all of which are made a part hereof and collectively evidence and constitute the entire Contract.

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to it and to complete the same within the time specified in the contract documents, subject to such extensions of time as shall be specified in the General and Special Conditions or shall have been specifically agreed to in writing by the parties hereto, which writing shall be attached to this Contract as a part hereof.

The Owner agrees to pay the CONTRACTOR in current funds for the performance of the Contract in accordance with the Proposal submitted therefor, which forms a part of this Contract, subject to additions and deductions as provided in the contract documents, and to make payment on account thereof as provided therein.

IN WITNESS WHEREOF, the Mayor of the CITY OF BELLAIRE, TEXAS, as attested to by the City Clerk of the CITY OF BELLAIRE, TEXAS, hereunto, has executed this Agreement in the year and date first above written, under the authority granted to them under the provisions of Ordinance No. _____, an Ordinance duly enacted by the City Council of the CITY OF BELLAIRE, TEXAS.

MAYOR, City of Bellaire, Texas

ATTEST:

City Clerk

City of Bellaire
Renwick Ground Storage Tank Rehabilitation Project

IN WITNESS WHEREOF, the undersigned does certify and attest that he/she has executed this Agreement in his/her capacity as herein stated, for and on behalf of said partnership and that he/she has authority to do so.

CONTRACTOR

Partner

Acknowledged and Accepted:

PROFESSIONAL

Officer

Office Held

ATTEST:

Witness

Attachment: Renwick Rehab - SFA (2122 : Renwick Ground Storage Tank Rehab)



ORDINANCE NO. 17-_____

AN ORDINANCE 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 STANDARD FORM OF AGREEMENT BY AND BETWEEN HOU-SCAPE, INC. AND THE CITY OF BELLAIRE, TEXAS, FOR LANDSCAPE MAINTENANCE SERVICES FOR EVELYN'S PARK, 4400 BELLAIRE BLVD., BELLAIRE, TEXAS 77401

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

THAT the Mayor and City Clerk of the City of Bellaire, Texas, are each hereby authorized to execute and attest, respectively, for and on behalf of the City of Bellaire, Texas, a Standard Form of Agreement by and between Hou-Scape, Inc., and the City of Bellaire, Texas, in a form as attached hereto and marked "Exhibit A," for landscape maintenance services for Evelyn's Park, 4400 Bellaire Blvd., Bellaire, Texas 77401.

PASSED and APPROVED this 23rd day of January, 2017.

(SEAL)

ATTEST:

SIGNED:

Tracy L. Dutton, TRMC
City Clerk

Andrew S. Friedberg
Mayor

APPROVED AS TO FORM:

Alan P. Petrov
City Attorney

STANDARD FORM OF AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This **AGREEMENT** is made and entered into this, the 23rd day of January, 2017, by and between the **CITY OF BELLAIRE, TEXAS**, of the County of Harris and State of Texas, duly incorporated and existing under and by virtue of the Constitution and laws of the State of Texas, acting by and through the undersigned Mayor, as attested to by the City Clerk of the **CITY OF BELLAIRE, TEXAS**, thereunto duly authorized to do so, hereinafter referred to as "**CITY**," and **HOU-SCAPE, Inc.** hereinafter called "**HOU-SCAPE**".

WHEREAS, the **CITY** is committed to ensure a fair and equitable procurement process and has completed a competitive sealed proposal procurement process as authorized by Texas Local Government Code, Chapter 271; and

WHEREAS, the **CITY** is committed to ensuring that Evelyn's Park is maintained at a high standard as demonstrated with the specifications of the competitive sealed proposal;

WITNESSETH:

THAT for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the **CITY, HOU-SCAPE** hereby agrees with the **CITY** to commence and complete the project described as follows:

Landscape Maintenance Services, to include, but not limited to turf maintenance, tree and plant care, irrigation, trash removal, chemical application, disease control, and general site clean-up within Evelyn's Park, all as more specifically identified in the **SPECIFICATIONS** within the Evelyn's Park Landscape Maintenance Competitive Sealed Proposal packet, attached hereto and made a part hereof as Exhibit "A".

and all in accordance with the conditions and costs stated in said **SPECIFICATIONS**, which with **HOU-SCAPE'S** submittal are made a part hereof and collectively evidence and constitute the entire **AGREEMENT**.

The **CITY** agrees to pay **HOU-SCAPE** for services received, upon receipt of a proper invoice prepared by **HOU-SCAPE** and within thirty (30) days after receipt and approval of same, in current funds for the performance of the **AGREEMENT** in accordance with the **SPECIFICATIONS**, an amount not to exceed \$2,704.48 per month. This Agreement shall expire September 30, 2017, provided, however, that the term of this Agreement may be further extended for an additional four (4) years, one (1) year at a time, subject to availability of funds, work performance satisfaction, an annual price increase not to exceed 2%, and upon mutual agreement between the **CITY** and **HOU-SCAPE**.

IN WITNESS WHEREOF, the Mayor of the **CITY**, as attested to by the City Clerk of the **CITY**, hereunto, have executed this **AGREEMENT** in the year and date first above written, under the authority granted to them under the provisions of **Ordinance No. 17-____**, duly enacted by the City Council of the **CITY**.

CITY OF BELLAIRE, TEXAS

Andrew S. Friedberg
Mayor
City of Bellaire, Texas

(SEAL)

ATTEST:

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

AGREED to and accepted by:

HOU-SCAPE, INC.

Paula Hill, President
Hou-Scape, Inc.

Attachment: Standard Form of Agreement (00185506-2xD8318) 011817 (2150 : Evelyn's Park Landscape Management Contract)



CSP No. 17-002

**Evelyn's Park
Landscape Maintenance**

**Bellaire Parks, Recreation and
Facilities Department**

**Submittal Deadline: December 2, 2016 @ 10:00 a.m.
Bid Opening: December 2, 2016 – shortly after 10:00 a.m.**

Attachment: Complete Submittal Packet City Clerk 011817 (2150 : Evelyn's Park Landscape Management Contract)

**NOTICE
REQUEST FOR COMPETITIVE
SEALED PROPOSALS**

Attachment: Complete Submittal Packet City Clerk 011817 (2150 : Evelyn's Park Landscape Management Contract)



REQUEST FOR COMPETITIVE SEALED PROPOSALS

The City Clerk of the City of Bellaire, Texas, will accept sealed proposals (four (4) copies shall be submitted) until 10:00 a.m., CST, on **Friday, December 2, 2016**. All proposals will be publicly opened and the names of all contractors submitting a proposal and the annual amount of his or her proposal to provide services will be read on that date at 10:00 a.m. or shortly thereafter in the Council Chamber, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas 77401-4411, for the following project:

CSP No. 17-002 Evelyn's Park Landscape Maintenance

CSP No. 17-002 will consist of landscape maintenance services, including assistance with budgeting, scheduling, and other necessary landscape-related services, for Evelyn's Park located at 4400 Bellaire Boulevard (at the northeast corner of Newcastle Street inside Loop 610), Bellaire, Texas 77401. Evelyn's Park is a five-acre site (formerly the historic site of Teas Nursery), the development and operation of which is a collaborative effort between the City of Bellaire and the Evelyn's Park Conservancy.

It is the sole responsibility of the proposer to ensure that his or her proposal is delivered to the City of Bellaire's Receptionist (located outside the Office of the City Clerk), First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas 77401-4411, prior to the expiration of the time and date first above written. Proposals may be mailed or delivered by hand or common courier. Proposal envelopes should include the following notation: **Do Not Open in Mail Room – CSP No. 17-002 Enclosed.**

It shall be each proposer's sole responsibility to inspect the site of the work and to inform him or herself regarding all local conditions under which the work is to be done. It shall be understood and agreed that all such factors have been thoroughly investigated and considered in the preparation of the proposal submitted. In addition, each proposer shall thoroughly familiarize themselves with the project plans and specifications. Failure to do so will not relieve a successful proposer of his or her obligation to provide the necessary services for the City of Bellaire, Texas, in accordance with the proposal specifications and/or other contractual obligations.

Electronic copies of specifications, landscape construction drawings, and proposal documents may be obtained at <http://bellairetx.gov/bids>. Technical questions and clarifications related to the scope of work must be submitted in writing to Buster Adams, Parks Superintendent, by e-mail to badams@bellairetx.gov. Those submitting an inquiry will receive notification of receipt within one (1) business day. Final answers to inquiries will be provided within three (3) business days.

A pre-submittal meeting related to the requested services will be held on Monday, November 28, 2016, at 1:00 p.m. in the Council Chamber, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas 77401-4411. The purpose of this pre-submittal meeting is to allow potential proposers the opportunity to ask clarifying questions associated with the scope of this project and to obtain a better understanding of the project requirements. All responses to the questions at the pre-submittal meeting will be oral and in no way binding to the City. An opportunity to walk the site will be made available following the meeting. Those wishing to participate in the walk through must bring a hard hat, safety glasses, a yellow safety vest, and must wear closed toe shoes. **Pre-proposal meeting attendance is voluntary; however, it is strongly recommended that all proposers attend.**

The City of Bellaire, Texas, reserves the right to reject any and all proposals, to waive any and all technicalities, and to accept any proposal that it deems advantageous to it. Each proposer agrees to waive any claim it has or may have against the City of Bellaire, Texas, and its respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal.

The City of Bellaire is subject to the *Texas Public Information Act*, a state law, which may require the City to make the information provided in response to this proposal available to the public upon request.

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

SIGN-IN SHEET

FRIDAY, DECEMBER 2, 2016
10:00 A.M.

CSP No. 17-002 – Landscape Maintenance Services at Evelyn’s Park

Attachment: Complete Submittal Packet City Clerk 011817 (2150 : Evelyn's Park Landscape Management Contract)

**SUMMARY SHEET OF
COMPETITIVE SEALED PROPOSALS
(Preliminary)**

City of Bellaire

Preliminary Proposal Tabulation Sheet

CSP No.: 17-002
 CSP Title: Landscape Maintenance Services at Evelyn's Park
 4400 Bellaire Boulevard, Bellaire, Texas 77401-4411
 Department: Parks, Recreation and Facilities
 Deadline for Receipt: 10:00 a.m. on December 2, 2016

Responder/Address Date/Time of Proposal Receipt	Monthly Cost of Service	Total Annual Cost of Service	Maximum % Increase Per Year
HOU-Scape Inc. P.O. Box 2449 Cypress, Texas 77410 Hand Delivery: 12/1/2016 @ 11:30 a.m.	\$2,704.48	\$32,453.76	2%
Land Crafters, Ltd. P.O. Box 241 Cypress, Texas 77410-0241 Hand Delivery: 12/2/2016 @ 9:00 a.m.	\$8,828.00	\$105,936.00	2%
Lawn Management Company, Inc. P.O. Box 55504 Houston, Texas 77255 Hand Delivery: 12/2/2016 @ 9:05 a.m.	\$8,983.00	\$107,796.00	5%
Classic Irrigation Landscape, L.L.C. 1121 Edgewood Drive Richmond, Texas 77406 Hand Delivery: 12/2/2016 @ 9:23 a.m.	\$7,428.00	\$89,136.00	2.5%
Houston Grotech 4513 Old Yale Houston, Texas 77018 Hand Delivery: 12/2/2016 @ 9:34 a.m.	\$6,493.83	\$77,926.00	3%

Attachment: Complete Submittal Packet City Clerk 011817 (2150 : Evelyn's Park Landscape Management Contract)

City of Bellaire

Preliminary Proposal Tabulation Sheet

CSP No.: 17-002
 CSP Title: Landscape Maintenance Services at Evelyn's Park
 4400 Bellaire Boulevard, Bellaire, Texas 77401-4411
 Department: Parks, Recreation and Facilities
 Deadline for Receipt: 10:00 a.m. on December 2, 2016

Responder/Address Date/Time of Proposal Receipt	Monthly Cost of Service	Total Annual Cost of Service	Maximum % Increase Per Year
Yellowstone Landscape 10892 Shadow Wood Drive Houston, Texas 77043 Hand Delivery: 12/2/2016 @ 9:47 a.m.	\$4,145.00	\$49,740.00	5%

Attachment: Complete Submittal Packet City Clerk 011817 (2150 : Evelyn's Park Landscape Management Contract)

SPECIFICATIONS

City of Bellaire

Parks, Recreation and Facilities Department
Landscape Maintenance Services Specifications
Evelyn's Park
4400 Bellaire Blvd., Bellaire Texas 77401

CSP No. 17-002

GENERAL SPECIFICATION FOR LANDSCAPE MAINTENANCE SERVICE AT EVELYN'S PARK, 4400 BELLAIRE BOULEVARD, BELLAIRE, TEXAS 77401. SELECTION WILL BE BASED ON A COMPETITIVE SEALED PROPOSAL PROCESS.

General History of Park:

Evelyn's Park is a 5-acre site, located at 4400 Bellaire Boulevard (at the northeast corner of Newcastle Street), inside the 610 loop in the City of Bellaire, Harris County, Texas. The development and operation of Evelyn's Park is a collaborative effort between the City of Bellaire and the Evelyn's Park Conservancy.

It is the mission of the City of Bellaire and the Evelyn's Park Conservancy to transform the 5-acre, historic former Teas Nursery site, into a park that will enhance the health, safety and well-being of the citizens of Bellaire, Texas and surrounding communities through the park programs that will be available at Evelyn's Park.

Project Description and Landscape Drawings:

The collaborative team of the City of Bellaire and the Evelyn's Park Conservancy is dedicated to create for the community a beautiful and vibrant, urban park setting for citizens of all ages to enjoy rich outdoor experiences. We are interested in considering your qualifications to assist with budgeting, scheduling, and landscape related services utilizing a Competitive Sealed Proposal (CSP) process. Interested companies should have prior CSP experience.

Evelyn's Park is scheduled for completion in mid-February 2017, once the project is open to the public, the General Contractor is responsible for providing landscape maintenance for the first 90 days the park is open. During that time, the City of Bellaire may elect to utilize some or all of the services identified. The City also has the option to not use any of the services provided during this 90-day warranty period.

Parties interested in submitting a proposal to provide services may find the required submittal form at the end of this document. Landscape construction documents may be obtained at <http://bellairetx.gov/bids>.

Please note, that landscape construction drawings are subject to change but all significant changes will be communicated to the selected company in writing.

Submittal Requirements:

A pre-submittal meeting is scheduled for Monday, November 28, 2016 at 1:00 p.m. in the Council Chamber located in Bellaire City Hall, 7008 South Rice Ave, Bellaire Texas 77401. An opportunity to walk the site will be made available following the meeting. Those wishing to participate in the walk through must bring a hard hat, safety glasses, a yellow safety vest and must wear closed toe shoes. Attendance is not mandatory; however, all vendors should attend in order to have a better understanding of the requirements and the expectations. Persons with disabilities requiring special accommodations should contact the Parks Superintendent at 713-662-8285 at least two (2) days prior to the pre-submittal meeting.

All questions and clarifications of scope of work must be submitted in writing to Buster Adams, Parks Superintendent through e-mail to badams@bellairetx.gov. Those submitting an inquiry will receive notification of receipt within one (1) business day. If notification is not received please contact Buster Adams at 713-662-8285 to ensure e-mail was received. The City of Bellaire is not responsible for inquiries not received. Final answer to inquiry will be provided within three (3) business days and will include all those in attendance of the pre-submittal meeting and those that have requested to receive responses to inquiries.

The effective date of implementation of this proposal is estimated to commence mid-May 2017 and end September 30, 2017. The City of Bellaire reserves the rights to implement the contract sooner or later, depending on the services being provided by General Contractor's landscape provider. The City of Bellaire retains the option to extend to the submitter awarded this agreement, an extension at the end of the above purchasing period, for the purpose of landscape maintenance as specified in this proposal, upon agreement with vendor and the City, said optional extension and renewal of contract up to four additional years, one year at a time, subject to price increases, service satisfaction and mutual agreement between the City and the successful submitter. The City of Bellaire may also elect to reissue the identified services to include other parts of the City of Bellaire's landscape maintenance program.

Insurance Requirements:

The Contractor, at his own expense, shall procure, maintain and keep in force throughout the life of this Contract, and for one additional year, insurance as hereinafter specified. Such insurance shall be carried with an insurance company licensed to transact business in the State of Texas and shall cover all operations in connection with this Contract, whether performed by the Contractor or a subcontractor, or separate policies must be provided to the City of Bellaire covering the operation of each subcontractor. Subcontractors' insurance requirements are identical to the identified requirements in this document.

NOTE: Companies will be required to provide insurance documentation at the time of submittal. The selected company will be required to provide proof of insurance prior to the City of Bellaire entering into an agreement and receiving a Purchase Order.

No policy shall be written on a "claim made" form. The City shall be named as an additional insured on Contractor's Commercial General Liability, Automobile Liability and excess or Umbrella Liability policies. The City may waive the additional insured requirement under the Commercial General Liability policy if the Contractor's Protective Liability policy with general aggregate limits of \$2,000,000.00, with \$1,000,000.00 per occurrence limit, is provided. The contractual liability coverage in the Commercial General Liability policy shall not be excluded.

The following insurance coverage's will be carried and certified.

1. Workers Compensation Insurance and Employer's Liability Insurance. Workers Compensation Insurance shall be provided as required by state statute covering all employees, whether employed by the Contractor or any subcontractor on the job. The Employer's Liability Insurance shall have limits as follows:

Bodily injury by accident:	\$500,000.00 each accident
Bodily injury by disease:	500,000.00 policy limit
Bodily injury by disease:	500,000.00 each employee

It shall also be endorsed to waive the carrier's right of subrogation against the City.

2. Commercial General Liability Insurance, which shall have the following limits:

General Aggregate Limit:	2,000,000.00
Products Completed Operations Aggregate Limit:	2,000,000.00
Personal and Advertising Injury Limit:	1,000,000.00
Each Occurrence Limit:	1,000,000.00
Fire Damage Limit:	50,000.00
Medical Expense Limit:	5,000.00

It shall be endorsed to waive the carrier's right of subrogation against the City. It shall also be endorsed to specify that the above limits apply separately to each location.

3. Automobile Liability Insurance, which shall have the following limits:

Bodily Injury Per Person	250,000.00
Bodily Injury Per Accident	500,000.00

Property Damage	250,000.00
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Or a policy providing combined single limits of \$750,000.00. It shall be endorsed to waive the carrier's right of subrogation against the City.

4. City, at its own discretion, may require any umbrella or excess limits liability policy.

In the event the Contractor should fail to provide insurance as herein required, or be subject to claim, demand or litigation growing out of or arising from a claim not contemplated herein, such failure on the part of the Contractor shall not serve to release or in any way discharge or shift the liability of the Contractor to the Professional or City. The Contractor does herein agree to indemnify and hold the Professional and City harmless from any and all claims growing out of or arising by reason of the circumstances herein enumerated, or any other claims or demands made by any person, growing out of or arising by reason of the work performed by the Contractor.

Certificate of Insurance: Before work on this Contract is commenced, the Contractor and each subcontractor shall submit to the City for approval, certificates of insurance covering each insurance policy carried and offered as evidence of compliance with the above insurance requirements, signed by an authorized representative of the insurance company, setting forth:

1. The name and address of the insured;
2. The location of the operations to which the insurance applies;
3. The name of the policy and type or types of insurance in force thereunder on the date borne by such certificate;
4. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by such certificate;
5. A statement that the insurance of the type afforded by the policy applies to all of the operations of whatever character, which are undertaken by the insured during the performance of this Contract, provided such operations are required in the performance of the Contract;

A provision that the policy may be cancelled only by mailing written notice to the named insured at the address shown in the policy stating when, not less than fifteen (15) days thereafter, cancellation of such policy shall be effective, with a copy of such letter of intent to the City.

Performance of Work:

The selected service provider will ensure all employees are either wearing a company logo shirt or jacket, at all times while on City of Bellaire property. All employees on site must be employees of the selected company and no phase or aspect of the work may be done through sub-contractors without written permission from the City of Bellaire. It is further agreed that it is the intent of this Contract that all work must be done and all material must be furnished in accordance with the generally accepted practice for such

materials furnished or work completed. All unsafe conditions will be reported to the City of Bellaire immediately and not put off until later in the day. The contractor is responsible for providing all personal protective equipment, ensuring the employee has been properly trained in how to use safety equipment and assure employee is utilizing proper personal protective equipment. The City of Bellaire reserves the right to cease all work that may be disruptive or considered to be unsafe.

Purchase Order Payment:

City of Bellaire shall generate a purchase order to the successful vendor. The purchase order number must appear on all invoices. The City of Bellaire will not be responsible for any orders placed and/or delivered without a valid purchase order number. Payment will be made within 30 days after receiving an invoice and upon completion of services and once work performed has been accepted as being completed by the City of Bellaire.

NOTE: All invoices should be sent to: City of Bellaire, Attention: Accounts Payable, 7008 South Rice Ave, Bellaire Texas 77401.

Contact Personnel: Contractor shall designate one (1) person with the company to act as the point of contact for the City. The Contractor shall provide the City a cell phone number and email address for this person. Phone calls made by the City shall be returned by the Contractor within one (1) hour and emails shall be responded to within 24 hours. If a new person is assigned as point of contact for the City, the City shall be notified within 24 hours of the change.

Evaluation Factors:

The City will award a contract to the most responsive company, which represents the most advantageous proposal to the City, price and other factors will be considered. In determining the most advantageous proposal see vendor submitted document for details:

The City expressly reserves the right to:

1. Waive as an informality, minor deviations from specifications, provided total cost of the proposal is lower and the overall function of the proposal item(s) is improved or not impaired;
2. Waive any defect, irregularity or informality in any proposal.
3. Reject or cancel any or all proposal;
4. Reissue specifications;
5. Extend the deadline time and date;
6. Procure any proposal item by other means;
7. Increase or decrease the quantity or quantities specified in the specifications, unless the submitter specifies otherwise.
8. Consider and accept an alternate proposal as provided herein when most advantageous to the City.

Submission Date:

Interested parties wishing to submit a proposal must submit four (4) copies of the attached form with three (3) references, proof of insurance and a copy of their

license to do business in the State of Texas. All submittals must contain pages 28-34, additional information related to submittals is acceptable.

Submittals must be delivered to the Receptionist at Bellaire City Hall located at 7008 South Rice Ave., Bellaire, Texas 77401 no later than 10:00 a.m., CST, Friday, December 2, 2016.

Submittals shall be addressed:

"DO NOT OPEN IN MAIL ROOM"

CSP No. 17-002 Enclosed
Evelyn's Park Landscape Maintenance

Submittals shall be delivered in a sealed envelope. Any submittals received after the above date and time will be considered an "invalid proposal". Items postmarked prior to the date and time but not received by the deadline will be considered an "invalid proposal". Vendors that are not interested in providing a proposal for this service but would like to be considered for future projects should provide the necessary contact information on the attached form and write "No Proposal" and the City of Bellaire will make you aware of future opportunities.

All proposals will be publicly opened and the names of all contractors submitting proposals and the annual amount of their proposal to provide services will be read aloud following the 10:00 a.m. submittal deadline, Friday, December 2, 2016, in the Council Chamber, First Floor of City Hall, 7008 South Rice Ave., Bellaire, Texas 77401.

Contact Information:

Buster Adams, Parks Superintendent, City of Bellaire

Phone: 713-662-8285

Email: badams@bellairetx.gov

All questions or comments regarding submittal and/or proposal packet shall be made in writing and sent by e-mail. Questions or comments submitted through verbal communication will not be accepted.

**City of Bellaire
Parks, Recreation and Facilities Department
Evelyn's Park
Landscape Maintenance Services Scope of Work**

1.0 General

- a. The scope of service covers items in the attached table of services/monthly calendar while the list of specifications can be found in the following sections.
- b. The services specified in the monthly calendar to be performed by the contractor are required. Failure to provide the identified services in the calendar will delay processing the payments. Deviation from calendar must have written approval from City of Bellaire.
- c. Monthly and/or bi-weekly meetings, as necessary between the contractor and the City, will be required to inspect and evaluate performance for payment.

2.0 Materials & Personnel

- a. The contractor will be required to provide the necessary labor, personnel, administration, transportation, equipment, materials, and any other items needed to satisfy the scope of service.
- b. The contractor shall supply the City of Bellaire with two (2) copies of all Material Safety Data Sheets for all chemicals to be used on or near City of Bellaire properties.

3.0 Specifications

3.1 Turf Grass Maintenance

- a. Lawns must be maintained in a healthy growing condition at all times.
- b. Mowing and edging throughout the growing season, as noted on the schedule of services, to maintain a neat and trimmed appearance. Mowing, edging and other related services must be coordinated with the Park Superintendent to ensure services do not have a negative impact on park operations, especially the Café operations.

- c. Remove all clippings from walkways, driveways, parking lots, roadways and hard surfaces that are a result of the above work.
- d. All turf shall be fertilized in accordance with specifications and frequency as identified in the monthly calendar.
- e. Insect and disease control shall be applied by contractor whenever and wherever as needed to keep plant and turf material free of insects and diseases. This item may not appear in the schedule of services, but should be included and performed as needed at the contractor's expense.
- f. All signs, metal poles, benches, picnic tables, walls, fire hydrants, etc. shall be mechanically trimmed. Chemical control shall be used wherever line trimming may damage any of the above items (i.e. around wooden sign posts and wooden fences).
- g. Minor damage to turf may be treated by fertilization, composting, or other treatment to mitigate the problem(s) and promote growth. Opportunistic weeds growing in damaged areas shall be pulled or treated with an appropriate herbicide. Major damage shall be corrected by replacing damaged turf with a turf grass and in a manner approved by the City. Ruts in turf caused by landscape equipment shall be repaired by filling in ruts with topsoil similar in texture to the existing soil and planting sod if the ruts are deeper than one (1) inch or wider than two (2) inches. New turf grass shall be maintained until it becomes established.
- h. Turf weed controls is defined as chemical, mechanical or manual removal of weeds from established turf areas and are to be controlled to maintain a manicured appearance at all times.
- i. Winter rye over seeding shall occur as listed in the table of services.
- j. Turf aeration shall occur as listed in the table of services and shall include the removal of any turf plugs that may result from the aeration.
- k. "Texas Two Step" method, as recommended by Texas A&M, shall be followed for fire ant control which will consist of a bait type fire ant insecticide applied twice (2) annually to all turf areas when fire ants are foraging (typically April and October). For the remainder of the year, ant mounds will be spot treated as seen.
- l. Each mowing of Bermuda grass, St. Augustine grass or other turf

grasses, where possible, shall be performed at an oblique or ninety-degree angle to the previous mowing.

- m. Lawn mowers shall be of the rotary or reel type in good working order, finely tuned to protect the turf. Mower blades shall be sharp to reduce shredding of the cut grass blades and designed to mulch grass clippings. Mowers need to be kept in balance with no bent blades. Guards on mowers must be in place and down at all times when in use.
- n. There will be a \$100.00 per deduction for each mower found without guards down. Any fine(s) imposed by the City shall be deducted from the next monthly fee payable to the Contractor. Companies in breach of this requirement more than once are subject to termination of agreement.
- o. The Contractor shall use grass re-cycling (the use of mulching mowers to keep grass clippings on-site) as the preferred method of turf clipping disposal. Grass re-cycling need not be used when turf growth is considered too high (as after rain and mowing delays.) To ensure attractive and effective use of grass re-cycling, mow no more than one-third (1/3) of turf height at any mowing. If more than one third (1/3) of the top growth is removed, catch all grass clippings or rake and remove within four (4) hours.
- p. During periods of cool weather, mow at one and one-half (1 1/2) inches, but during hot weather the cut should be not lower than 2 inches from the soil for warm and cool season grasses.
- q. Corrective height adjustments shall be made on mowers as weather conditions and site constraints dictate. Raise mowing heights during high temperature and drought conditions and in uneven soil situations. Never scalp the turf areas! The City has the right to require the Contractor to use a smaller mower if necessary to avoid scalping. If a full mowing is not necessary, spot mowing shall be performed as needed to maintain a manicured appearance.
- r. Turf that has been irrigated within twenty-four (24) hours or within forty-eight (48) hours of rain shall not be mowed until the soil has sufficiently dried out enough to limit soil compaction.
- s. Remove litter before each mowing, and remove leaves and debris that cannot be completely mulched into the turf.

- t. Tree leaf cleanup shall be as needed. If leaves cannot be mulched so that they are no longer visible on the turf, then leaves shall be bagged so they can be carried from the property.

3.2 Trees, Shrubs, Color Beds and Ground Cover

- a. Prune deciduous trees at all sites when dormant to promote symmetrical shape in head and remove low hanging growth to a height of 10 feet from ground level. Remove suckers along trunk and lower branches as they appear.
- b. Prune evergreen trees on sites in the early summer to thin and shape heads and remove low hanging growth. Remove suckers as they appear.
- c. Prune shrubs and ground cover as necessary to maintain a neat and trimmed appearance at all times.
- d. Remove all dead and damaged branches back to the point of branching.
- e. Remove all material from site on same day of trimming
- f. Maintain and replace stakes and guys with equal material on all existing trees until plants are capable of sustaining normal windstorms. Remove all stakes and guys from trees that are no longer necessary and haul away from site.
- g. All areas shall be kept free of weeds at all times and neatly cultivated at all times.
- h. Replacement of dead or injured plants (material that is 25% dead or more shall be considered dead) due to pests or Contractor negligence will be done as soon as possible without cost to the City.
- i. In addition to the basic fertilization defined for shrubs and beds, flowering perennials and seasonal color plantings may require supplemental fertilization during the blooming season (fertilize as required or as recommended by the City).
- j. Apply the fertilizer a maximum of three times per year in March, May, July and September. Only three fertilizations may be needed and will be determined by the City. For most applications, nitrogen should be applied not to exceed three (3) lbs. N/1,000 ft. 2/years (except for seasonal color beds which require more).

- k. Insect and disease control shall be applied by contractor whenever and wherever as needed to keep plant and turf material free of insects and diseases. This item may not appear in the schedule of services, but should be included and performed as needed at the contractor's expense.
- l. Dispensing of pesticides and herbicides must be performed by a person with the appropriate Licenses and Certificates as required by Texas Department of Agriculture or The Structural Pest Control Board whichever agency is applicable for the work being performed.
- m. Records of chemical applications must be kept according to the rules and regulations for pesticide and herbicide use as regulated by the State of Texas. Copies of these reports are to be forwarded to the Park Superintendent on a monthly basis.
- n. Mulch is to be applied twice (2) a year in April and October to landscaped beds at a depth of 2" and areas already established with mulch.

3.3 Weed Control

- a. A Commercial Applicator, licensed through the Texas Department of Agriculture or The Structural Pest Control is required for all restricted materials. A Commercial Applicator shall be present during all applications.
- b. Records of chemical applications must be kept according to the rules and regulations for pesticide and herbicide use as regulated by the State of Texas. Copies of these reports are to be forwarded to the Park Superintendent on a monthly basis.
- c. Weeds in bed areas are to be controlled to maintain a weed free appearance at all times.
- d. If the Contractor chooses to use pre-emergent herbicides to help reduce the number of post-emergent herbicides applications required, they should be applied to turf and bed areas in February, June and November for the control of annual summer and winter weeds. High-quality, weed-free turf and bed areas are expected regardless of the weed control approach.
- e. Weeds treated using a contact or systemic chemical shall be left in place per manufacturer's recommendation. If kill is not complete by

the time specified in the manufacturer's recommendation a second application shall be applied. All dead weeds must be removed within seven (7) days.

- f. Weeds which reach a height of four (4) inches or more shall be hand pulled. Chemical spraying shall not be permitted for weeds exceeding 4" in height (excluding turf areas).
- g. All linear chemical edging and/or detailing must be approved by the City or the City's Representative prior to its use.
- h. To protect the trees and other broadleaf plants, extreme caution should be used when applying broadleaf herbicides. Chemicals that could volatilize or leach into the root zone and cause plant damage are not permitted.
- i. Pre-emergent and post-emergent herbicides are to be used which have the greatest efficacy to control weeds that are found on the Property. Multiple herbicides may be required to provide sufficient control.
- j. Vines and other undesirable vegetation growing on walls, fences or other structures are to be sprayed with an herbicide or removed by hand. All dead vegetation on walls, fences, or other structures shall be removed.

3.4 Pesticide Applications

- a. A Commercial Applicator, licensed through the Texas Department of Agriculture or The Structural Pest Control is required for all restricted materials. A Commercial Applicator shall be present during all applications.
- b. Records of chemical applications must be kept according to the rules and regulations for pesticide and herbicide use as regulated by the State of Texas. Copies of these reports are to be forwarded to the Park Superintendent on a monthly basis.
- c. The Contractor is hereby granted permission to use such herbicides, insecticides and fungicides as it may find necessary and advantageous in its exterior landscape maintenance activities and as labels specify.
- d. Chemicals must be used responsibly and in strict conformance with Federal, State, and Local laws and regulations. Chemicals shall include but not be limited to fertilizers, herbicides,

insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants and repellents.

- e. The Contractor assumes all liability for the damage and/or equipment and shall be accountable for misuse.
- f. Approvals for pest, disease, and weed control and prevention will be made by the City and/or the City's Representative. The City retains the right to prohibit the use of any herbicide, insecticide or fungicide that they may judge to be undesirable for any reason.
- g. Any subcontractor that performs pesticide work must be approved by the City. It is the understanding that the Contractor shall be liable for all work of the subcontractor including damages should they occur. The Subcontractor, thru the Contractor, shall provide copies of appropriate permits, licenses, registrations, insurance guarantees, and other requested documents to the City.
- h. The City's Representative shall be notified two (2) days prior to application and advised of any danger associated with the use of these products. Notification shall include the intended chemical, application rates, labels and MSDS sheets, time of application, target pests, and locations of application.
- i. Pesticides shall be applied at times that limit the possibility of contamination from climatic or other factors and at the proper life cycle of the pests. Early morning applications shall be used when possible to avoid contamination from drift and phytotoxicity to plants. The applicator shall monitor forecast weather conditions to avoid making applications prior to inclement weather to eliminate potential runoff of treated areas and inactivation of intended control.
- j. Application must be coordinated with the City who will confirm with Evelyn's Park Conservancy in order to ensure application will not interfere with park operation. Contractor is responsible for posting professional looking signage where requested by the City.
- k. Irrigation shall be temporarily adjusted as directed on the pesticide label to maximize pesticide efficacy without causing damage to desirable vegetation. Irrigation water applied after treatment shall be reduced to eliminate runoff. When water is required to increase pesticide efficiency, it shall be applied only in quantities of which each area is capable of receiving without

runoff. The City shall be notified of the locations and schedules of temporary adjustments to irrigation cycles.

- l. Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area. Application methods shall be used to ensure that materials are confined to the target area. Spray tanks containing leftover materials shall not be drained on the site. Disposal of pesticides and tank rinsing materials shall be within the guidelines established by the Texas Department of Agriculture, Environmental Protection Agency and/or Structural Pest Control Board.
- m. Spray equipment shall be in good operating condition, quality, and design to efficiently and effectively apply materials to the target area. Minimize drift by avoiding high-pressure applications and using water-soluble drift agents.
- n. Integrated Pest Management (PM) and Plant Health Care (PHC) strategies shall be used when managing pest problems. This requires regular monitoring of plants, applying least toxic chemicals first, and spraying to avoid adverse effects on beneficial. Alternate pesticides which have differing modes of actions to avoid a buildup of resistance in the pest.
- o. Pesticides shall be selected from those materials that characteristically have the lowest residual persistence. Organic or non-chemical means of control are desired and are to be given first consideration whenever reasonable. The uses of adjuvants are encouraged to help increase pesticide efficiency and reduce the total amount of technical material required to gain control.
- p. Wherever a specific type of material is specified, no substitutions shall be allowed without the written consent of the City's Representative.
- q. The Contractor is responsible for identifying pest infestations. The entire Property shall be inspected on a weekly basis for infestations of harmful pests such as animals, arthropods, pathogenic microorganisms, and weeds.
- r. Extreme caution should be exercised when applying chemicals near water and/or fountains. Chemicals with high leaching or runoff potentials are not permitted.

3.5 Diseases

- a. When they first appear, treat for plant diseases with an approved commercial fungicide/bactericide according to manufacturer's label recommendations.
- b. Preventative applications may be required in some situations to help control recurring diseases on some plants.

3.6 Fertilization

- a. The goal for the property is to provide prescription fertilization rather than applying an all-purpose fertilizer. All plants shall be fertilized to promote health rather than growth. Excess and unnecessary fertilizer applications that predispose plants to disease and insect infestation, pollute ground water, or create salt buildup in the soil shall be avoided.
- b. Records of chemical applications must be kept according to the rules and regulations for pesticide and herbicide use as regulated by the State of Texas. Copies of these reports are to be forwarded to the Park Superintendent on a monthly basis.

The City will authorize the Contractor to collect a number of soil tests throughout the property to ensure correct care is being given to the landscape plants. This should be accomplished in early spring prior to application of fertilizers.

- c. Soil samples are to be correctly collected, randomly distributed throughout the property, and submitted to a reputable Soil Fertility Analysis Lab.
- d. The City is to be provided with a written copy of all soil tests, along with the recommendations resulting from the test.
- e. The Contractor or the City's Representative, with approval from the City, will formulate fertilizers to satisfy the deficiencies identified in the soil analysis report. Application rates and frequencies will depend on fertilizer formulations and needs of the plant material.
- f. In general, fertilizers used on the property should be slow-release, low-salt fertilizers having at least fifty percent (50%) Water Insoluble Nitrogen (WIN) and a salt index below fifty (50). Organic fertilizers are preferred and will be used whenever possible.
- g. Operate the irrigation system on the same day of application. The system should operate for approximately fifteen (15) minutes for

spray heads and forty-five (45) to sixty (60) minutes for rotary heads to water the fertilizer in thoroughly.

- h. Apply all fertilizer application to turf areas by spreading one-half (1/2) of the fertilizer horizontally and one-half (1/2) vertically with a cyclone spreader where possible. No visible under lapping of applications will be permitted.

3.7 Supplemental Fertilization for Micronutrient Deficiencies

- a. Additional soil and/or foliar treatments may be required to correct micronutrient deficiencies on certain plants. These should be applied based on visual symptoms on the plant or laboratory analysis of soil and/or plant tissue.
- b. The Contractor is responsible for the cost of materials and applications of micronutrients when necessary in limited areas. Supplemental applications of macro or micronutrients that are broad cast over the entire property (e.g. sulfur). The Contractor may bill the City for these applications based on per unit fertilizer prices.
- c. Commercially available products shall be used that are specific to correct the identified micronutrient deficiency. Fertilizer products shall be used according to label directions. Application rates, frequencies, and techniques will be determined by the label with the City approval.

3.8 Litter Pick-Up

- a. Litter, dead tree branches and foreign objects shall be removed before mowing and taken off from site each time work is performed. Litter removal and pick up includes entire park, all hard surfaces, parking lot, water feature(s) and all areas associated with the outside areas of the park.
- b. Trash receptacles shall be lined with black plastic trash bags and emptied, remove all paper, cans, dead animals and other debris from the property on a daily basis (7 days per week). All litter and debris shall be removed from the property for disposal or recycling. The Contractor shall not use on site compactors or other waste receptacles for disposal.
- c. Disposing of debris, litter, soil, plant materials, etc. down storm sewers or anywhere on site without approval of the City is prohibited. The Contractor will be fined \$200 for each occurrence.

Any fine(s) imposed by the City shall be deducted from the next monthly fee payable to the Contractor.

3.9 Irrigation Systems

- a. In consultation with the City, make adjustments and settings of automatic controllers to establish frequency and length of watering periods.
- b. Check system monthly for continuous trouble free operation. Inspection reports are to be forwarded to the Park Superintendent upon completion.
- c. Adjust heads to maintain proper coverage.
- d. Repair and replace any equipment damaged as a result of maintenance operations, at contractor's expense including water valve and meter covers within 24 hours. Any damage to other irrigation components caused by the Contractor or the Contractor's negligence shall be repaired at no cost to the City. All damage to the irrigation system shall be repaired as soon as it is discovered. The repairs shall return the irrigation system to its original form and function.
- e. Contractor shall certify all back flow prevention devices annually, as required by the TCEQ or other regulatory agencies, state or federal. Certification reports are to be forwarded to the Park Superintendent upon completion.
- f. Irrigation work must be completed under the supervision of a State of Texas licensed irrigator as required by the regulations of the State of Texas.
- g. The Contractor shall provide sufficient staffing to monitor, operate, and program the automatic controlling devices to produce optimum moisture levels in all planted areas. The Contractor shall provide a minimum of a licensed irrigator, licensed irrigation technicians, laborers and irrigation equipment and vehicles required to accomplish the scope of work.
- h. The licensed irrigator shall be proficient in the proper operation of the irrigation system. The City has the right to designate an in-house employee or retain an irrigation consultant to manage the irrigation system and irrigation usage on the property.

- i. All irrigation activities including but not limited to repairs, indexing, scheduling, and installation shall be coordinated through the City. All irrigation usage must be approved by the City.
- j. All trees, landscape and turf areas shall be irrigated as required maintaining adequate growth, health and appearance, regardless of plant types or soiling condition unless directed otherwise by the City. The delivery of adequate moisture shall include but is not limited to hand watering, operation of manual valves, automatic controllers, and bleeding valves. The City shall be immediately notified of any condition(s) that exists that would hinder the proper application of water to plants.
- k. Any damage to other irrigation components caused by the Contractor or Contractor's negligence shall be repaired at no cost to the City. All damage to the irrigation system shall be repaired as soon as it is discovered. The repairs shall return the irrigation system to its original form and function. The Contractor shall be responsible for all material and labor costs for all repairs and/or replacements to sprinkler heads, risers, and valve boxes at no expense to the City.
- l. Contractors shall carry and maintain a supply of irrigation parts and related irrigation components each time the irrigation system is serviced. Replacement equipment shall be of the same type, model and manufacturer to keep the coverage the same. No substitutions shall be accepted unless replacement part is out of production.
- m. Costs of parts and supplies associated with repairs and/or replacement of computerized controllers, backflow preventers, wiring, pipe, rain stats, and valves, not associated with Contractor negligence will be the responsibility of the City. All repairs for which the City is responsible shall be billed to the City, upon prior written approval. Copies of receipts for materials and/or parts shall be turned in upon request of the City. The Contractor is responsible for all labor costs associated with irrigation repairs that do not require a supplemental irrigation technician (except for special projects). All irrigation repairs requiring supplemental irrigation technicians may be charged to the City after receiving the City approval.
- n. Keys shall be provided to the Contractor for all irrigation controllers. If the controllers do not have locks, the City shall provide locks upon request. At the termination of the Contract, the Contractor is required to return all keys before final payment.

is issued.

- o. It is the Contractor's sole responsibility to keep plants watered properly. The Contractor shall report all damage, breakage, and/or apparent irrigation problems that prevent proper watering procedures to the City before plant loss occurs. If a condition such as controller breakdown, electrical problems or battery failure prevents automatic irrigation, other irrigation methods shall be used if and when necessary, until repairs have been authorized and completed.
- p. Where irrigation systems are not present, the Contractor shall provide hand watering on an as needed basis to keep plants alive. In addition, new plantings shall be hand watered until they are established, rather than increasing irrigation frequency and overwatering the adjacent landscape plants. This service is included as part of the monthly fee.
- q. Complete sprinkler system servicing shall be performed by the Contractor as required to maintain sprinklers in correct operating condition, including all required labor. Operation of sprinklers shall be monitored and indexed on a rotating basis to assure proper coverage and operation, the setting of turf heads at the proper height, straightening heads, cleaning or adjusting nozzles, and adjusting heads to avoid spray on glass, streets, fences, vehicles, or buildings. Avoid watering on hard surfaces as much as possible. No standing water shall be allowed on sidewalks. Turf spray nozzles shall be of a height to clear the highest un-mowed turf growth height and the height of shrub heads shall be adjusted as much as possible to provide uniform spray patterns in beds.
- r. If possible, irrigation cycles shall be set to take place from sunset to sunrise. Irrigation schedules are to be adjusted as needed or requested by the City to accommodate use or maintenance of the Property.
- s. Water shall be regulated to avoid excessively wet or waterlogged areas causing a decline in plant health, preventing turf mowing, excessive water runoff onto streets and/or private property. The contractor's representative and/or the City's Representative shall utilize a hand soil probe to physically determine soil moisture levels in various planting zones. The soil probe analysis may be used (along with water meter readings, weather station data, and irrigation scheduling software) to monitor and adjust site irrigation schedules, to find wet or dry areas, and to observe plant root depth and development.

- t. Irrigation systems shall be set to maximize cycle duration and minimize irrigation frequency in order to irrigate the upper twelve (12) inches of soil and then allowing the upper two (2) inches to dry out between irrigation cycles (except when establishing new plants). In sloped, clay, or compacted areas, multiple, short duration, irrigation cycles may be needed in one night to provide sufficient moisture while avoiding runoff. Irrigation schedules shall be adjusted to meet seasonal demands.
- u. Irrigation cycles shall be coordinated with mowing schedules. Irrigated areas shall be allowed to dry out for at least twenty-four (24) hours before mowing or using heavy equipment on turf.
- v. If there is more than one irrigation controller on a water meter, do not program to water during the same time period as over draft of water meters will result. Set controllers so that one finishes watering cycle before next starts watering cycle. During periods of high rainfall, set controllers to the manual or rain mode until irrigation is needed. Do not switch controllers to "off" as this will stop the time clock.
- w. Irrigation components shall be drained and protected as necessary during freezing weather. Freeze related damage shall be repaired at the Contractor's expense.
- x. The Contractor shall be responsible for shutting down the irrigation system within twenty-four (24) hours under the following conditions: freezing weather, floods, hurricanes, or any other natural disasters to minimize any additional damage to existing plant materials; and upon notification during periods of drought when water rationing is required.
- y. At the beginning of the Contract, the irrigation system shall be inspected for existing problems by the Contractor. The Contractor will furnish a written report of its inspection to the City within one month after the contract start date. If the Contractor neglects to provide this written report, the Contractor shall be held responsible for any necessary repairs.

3.10 Mulching

- a. The Contractor is responsible for mulching all beds and trees (that are currently being mulched) at least twice a year in April and October.

- b. Only high quality, composted mulch is to be used on the property, non-composted mulch or mulch containing sticks, rocks, soil, or other debris will not be accepted. Samples of mulch are to be submitted to the City and approved prior to installation.
- c. Mulched areas shall be mulched to a depth of two (2) inches. Mulch should be kept away from the stems of shrubs and trees.
- d. Isolated trees and shrubs growing in lawn areas will require mulched areas around them (minimum 2-foot and up to 3-foot in diameter) to avoid bark injury from mowers and filament line trimmers and to reduce root competition from grass.
- e. Mulch shall stay manicured at all times. Re-mulch, spot mulch, and/or dress beds and tree rings throughout the year as needed to maintain a one (1) to two (2) inch cover of mulch, to sustain an attractive appearance, and to improve air and water infiltration.
- f. The Contractor is responsible for remixing mulch in areas that are starting to show mold or rot and to ensure that mulch or other landscape bed materials are not mixing or creeping into turf areas

3.11 Tree Maintenance

- a. Annual tree trimming which requires a large amount of trimming and/or high tree trimming is not part of this Contract. Tree maintenance includes mulching, debris cleanup, irrigation, low hanging branches and suckers, dead branches, stakes and posts and other items identified.
- b. Trees shall be irrigated as outlined.
- c. All trees in manicured areas shall be mulched as outlined unless directed otherwise by the City. Weeds in mulch rings shall be controlled as indicated.
- d. Leaves and other tree debris shall be cleaned as outlined.

3.12 Shrub and Bed Maintenance

- a. The goal of the shrub program is to develop a lush, natural appearance, promote flowering and keep pruning and trimming to a minimum for cost-effectiveness for the City.
- b. The natural shape of shrubs shall be maintained during pruning except in locations where hedges are currently being maintained.

Pruning of shrubs should create a uniformly dense plant. Pruning shall be done on an as-needed basis only.

- c. New growth on hedges shall not be allowed to grow more than four (4) inches beyond the intended hedge surfaces, except where specified by the City. Selective pruning of new shoots on shrubs is expected to be performed after an area has been mowed.
- d. Shrubs and hedges shall be maintained to promote the desired effect (e.g. as a dense screen for unsightly objects like backflow preventers).
- e. Flowering shrubs should be pruned after flowering cycle is complete and in such a way as to promote flowering.
- f. Shrubs (front, back and side) shall be trimmed one (1) foot from fencing and structures. The current height of mature shrubs and hedges shall be maintained unless otherwise stated by the City.
- g. All ornamental plants are to be pruned so as not to interfere with pedestrian or vehicular traffic.
- h. Plant growth regulators may be used, with approval of the City, to reduce maintenance costs and improve the appearance of shrubs and hedges.
- i. Every week, the Contractor shall remove all dead, diseased and unsightly branches from shrubs, and remove all vines or other growth as it develops within the shrubs/hedge. Any runners that start to climb buildings, shrubs, or trees shall be pruned out of these areas.
- j. All dead shrubs shall be removed and replaced on a weekly basis with the City prior approval.
- k. Fertilize shrubs as outlined.
- l. Shrubs and beds shall be irrigated as outlined.
- m. Shrubs and beds that are currently being mulched shall be mulched as outlined.
- n. Insects and diseases on shrubs should be controlled as outlined.
- o. Weed control in shrub beds shall be as outlined. Weeds are expected to be pulled each week after a mowing cycle is complete.

- p. Leaves and debris shall be cleaned from all shrub beds as needed and as outlined.

3.13 Groundcover Maintenance

- a. Groundcovers shall be pruned to maintain a clean, attractive, well-manicured appearance with beveled edges. Some vigorous groundcovers require heavy or hard pruning back or shearing once every year in the early spring prior to the growing season to remove a thatch-type buildup of vegetation and/or dead leaves.
- b. Plant growth regulators may be used, with approval of the City, to reduce maintenance costs and improve the appearance of groundcovers.
- c. Fertilize all groundcovers as outlined.
- d. Groundcovers shall be irrigated as outlined.
- e. Groundcovers that are currently being mulched (e.g. liriopse) shall be mulched as outlined.
- f. Control insects and diseases on groundcovers as outlined.
- g. Weed control for groundcover areas shall be as outlined.
- h. Leaves and debris shall be cleaned from all groundcover beds as needed and as outlined.

3.14 Seasonal Color

- a. Planting of seasonal color will be changed three times annually. Flower species, plant sizes, planting densities, bed locations, and frequencies of seasonal color change outs will be designed for the entire property and provided to the City at the beginning of each year by the Contractor.
- b. All seasonal color will be protected from the wind during transportation; no flats will be stacked on one another; no plants will be used that have been damaged.
- c. Pests shall be controlled as outlined.
- d. Seasonal color shall be fertilized as outlined.

- e. Seasonal color shall be irrigated as outlined. Newly installed plants shall be hand watered until they are established unless a sprinkler zone is dedicated entirely to the planting bed.
- f. Seasonal color shall be mulched when it is installed and as outlined.
- g. Color beds shall be maintained and changed out as outlined in the tables attached to this document. Any plant loss that exceeds 25% of the total for any bed shall be replaced at the contractor's expense. The City's representative must approve plant material to be used in color beds prior to installation.
- h. Replacement of stolen, vandalized or damaged flowers will be charged to the City after receiving the City's approval.
- i. Weeds shall be controlled in seasonal color beds on a weekly basis.

3.15 Edging and Trimming

- a. All turf perimeters and around walks, curbs, walls, bed edging, tree rings, utility poles and other fixtures (including the perimeter of areas) shall be edged and trimmed at each mowing or at intervals sufficient to maintain a crisp and neat appearance.
- b. Lawn edges shall be of a rigid or flexible blade type that will produce a fine, clean, vertical edge where turf meets walkways, pavements, curbs, parking lots, patios, etc.
- c. Line trimmed areas shall be trimmed to the same height as the general turf. Trimming is to be done so that turf areas are not scalped.
- d. Absolutely do not use line trimmers around the trunks of any young or thin barked trees on the property. These trees should have mulch rings. If mulch rings are not present, turf against the trunk should be trimmed by hand.
- e. Soil aeration of other turf areas is an extra service and is not part of this contract.

3.16 Hardscape

- a. Apply a post-emergent herbicide or hand remove all plant growth from cracks and expansion joints in walks, curbs and paved areas

and fence lines as needed. Do not use materials that stain paving. If staining occurs, the contractor is responsible for the cost of repairing back to original form including, if necessary, replacement of damaged area.

- b. Keep all groundcovers from growing behind sign veneers, fencing, structures, electrical fixtures, and other hardscape features.
- c. Keep soil pulled away from concrete footings.
- d. Avoid damage to hardscape items from landscape maintenance equipment.
- e. All areas and trails are to be kept free of weeds and other debris.
- f. The hard surface areas adjacent to landscaped areas shall be swept and cleaned after each operation. Cleanup shall include removal of grass clippings and landscape and other debris from all walks, curbs, signage, patios and paving.

3.17 Parking Lots, Walkways and Building Grade Beams.

- a. All seams in the concrete and impermeable surfaces of these areas shall be kept weed free.
- b. All crushed granite and paver walking trails, paths and patios are to be kept weed free.
- c. All trash, plant materials and foreign objects removed daily.

3.18 General Site Clean-Up

The cost of the following items shall not be a part of this proposal. However, it is the responsibility of the successful submitter to report the following items to the owner.

- a. Any damage caused by vehicular traffic and/or vandalism that has damaged turf, trees, ground cover or color beds. Owner should be notified and pricing provided; these items shall be subject to approval by owner's representative before repairs have begun.
- b. Damage to the irrigation system not resulting from the contractor's negligence will be reported promptly to the City's representative and pricing information provided by the contractor. These repairs are subject to approval by the City's representative.

- c. Fallen limbs and other debris from storm related damage shall be collected and disposed of offsite within twenty-four (24) hours, unless additional time has been approved by the City. The Contractor shall cooperate with other contractors on the site to facilitate storm-related cleanup and disposal.

LANDSCAPE MANAGEMENT PROGRAM CITY OF BELLAIRE

Evelyn's Park
Landscape Maintenance
Calendar Services

	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
Bed Maintenance & Weed removal	All areas are to kept free of weeds and neatly cultivated at all times												
Trim Shrubs	Remove suckers on trunk and lower branches as they appear. Remove lower branches to a height of 10'												
Color Plantings					1			1				1	3
Irrigation Service	1	1	1	1	1	1	1	1	1	1	1	1	12
Turf Fertilization		1				1			1				3
Tree/shrub fertilization			1		1		1		1				4
Turf Weed Control		1		1				1			1		4
Turf Insect/Disease*	Applied to keep turf material free of insects and diseases at all times												
Tree/Shrub I & D	Applied to keep trees and shrubs free of insects and diseases at all times												
Turf Aeration			1										1
Bed Mulch				1						1			2
Winter Rye Grass											1		1
Mowing/Edging	4	4	4	4	4	4	4	4	4	4	4	4	48
Litter Removal													365
Fire ants				1						1			2

COMPETITIVE SEALED PROPOSAL
Landscape Maintenance Services Specifications (CSP No. 17-002)
Vendor Submitted Document
Evelyn's Park 4400 Bellaire Blvd., City of Bellaire, TX 77401

**THE FOLLOWING PAGES MUST BE SUBMITTED TO BE CONSIDERED FOR
 REVIEW AND EVALUATION (pages 28-34)**

NOTE: The remainder of this document must be included in your submittal otherwise submittals will be considered incomplete and not considered for services. Submittals are due no later than 10:00 a.m. Friday, December 2, 2016. Late submittals will not be received.

Landscape construction drawings may be obtained at <http://bellairetx.gov/bids>

COMPANY NAME _____
 ADDRESS _____
 CITY, STATE, ZIP CODE _____
 NAME OF PERSON PREPARING SUBMITTAL _____
 TITLE _____
 CONTACT PERSON _____
 TITLE _____
 TELEPHONE _____
 EMAIL _____
 WEBSITE _____
 DATE _____

PURCHASE PERIOD: The effective dates of implementation for this proposal shall commence on the date identified when the successful vendor is awarded the agreement and expire September 30, 2017. The City of Bellaire retains the option to extend to the vendor awarded this proposal an extension at the end of the above purchasing period for the purpose of providing Landscape Maintenance Services at Evelyn's Park, 4400 Bellaire Blvd. Bellaire, TX 77401 as specified in this proposal, upon agreement with vendor and the City of Bellaire. Said optional extension and renewal of contract is up to four (4) additional years, one year at a time subject to price increases, service satisfaction and mutual agreement between the City and the successful vendor. Renewals will extend from October 1st – September 30th of each year.

If you have any questions regarding specifications, please contact Buster Adams at badams@bellairetx.gov and include "Evelyn's Park, Landscape Maintenance Service Specifications" in the subject heading of the e-mail. Please allow one (1) business day for a response before following up and all responses will be made in full within three business days.

Proposals must include proof of workmen's compensation and liability insurance or submittal will be considered incomplete and not considered for evaluation.

The selected submitter shall require their insurance company to mail proof (fax copies will not be accepted) of their Workmen's Compensation Insurance and Liability Insurance to the City of Bellaire, 7008 S. Rice Avenue, Bellaire, TX 77401 Attention: Buster Adams.

QUALITY OF WORK AND TERMINATION OF CONTRACT

When necessary, the City will provide notice of deficiency in writing to the Contractor prior to performing any and all services. **The Contractor shall have one (1) business day to correct the deficiencies and eight (8) hours to respond to complaints and respond to emergencies.** The City shall deduct a reasonable cost for any and all deficiencies from the first day forward and any additional cost incurred by the City due to breach in performance by contractor.

The City reserves the right to terminate service if the service being provided does not meet specifications. Notice of termination will be sent in writing via certified mail and email.

The City of Bellaire may terminate this contract at any time for any reason by giving the successful vendor 30-days written notice via certified mail and email.

I understand and shall comply:

Print Name: _____

Signature: _____

Date: _____

The successful vendor may terminate this contract at any time for any reason by giving the City of Bellaire 60-days written notice via certified mail and email.

I understand and shall comply with all rules, regulations and specifications identified in this document:

Print Name: _____

Signature: _____

Date: _____

I understand and agree to comply with the specifications of this document and all other requirements as outlined.

Print Name: _____

Signature: _____ Date: _____

General Information:

The purpose of receiving Competitive Sealed Proposals is to ensure that the City of Bellaire receives the best value of landscape service at Evelyn's Park. The Landscape and Maintenance Services rating system has been divided into three sections each with a separate value that together will total a maximum of 100 possible points to be achieved. Section 1 is worth a maximum of 70 points while Section 2 is worth a maximum of 25 points, and finally references will be worth a maximum of 5 points. The City of Bellaire's designated representatives will determine the points awarded. Section 1 of the proposal, must show costs associated with each service and include a total price for both services. Proposals should be all-inclusive of all the services specified. Any changes or recommendations should be noted under the comment section. The effective date of implementation of this proposal is estimated to commence on mid-May, 2017 and end September 30, 2017, with optional four (4) annual renewals one year at a time. Renewal of annual agreement must be agreed upon by both parties in writing and the City of Bellaire must issue a Purchase Order before renewal is authorized.

Section 1: COST OF SERVICE (70 points)

Monthly cost of service \$ _____

Total annual cost of services \$ _____

For full year of service (12 months)

Maximum % increase per year _____ %

Section 2: QUALIFICATIONS AND EXPERIENCE (25 points)

NOTE: please feel free to use additional paper if necessary to answer question below but the question must appear before your answer. Submittal must include (pages 28-34) along with supplemental pages.

- Evelyn's Park is scheduled for completion in mid-February, once the project is open to the public the General Contractor is responsible for providing landscape maintenance for the first 90 days the park is open during that time the City of Bellaire may elect to utilize some or all of the services identified but also has the option to not use any of the services provided during this 90-day warranty period. Please identify the amount of notification time your company would require to provide all services identified in the specifications.
- When a problem on the property is brought to your attention, what is the expected time frame to have that problem corrected?

- What is the experience of the site/field supervisor and how long has he/she been with your company?
- If the site/field supervisor leaves the company will he/she be replaced by an individual with the same level of experience and what are the minimum job requirements for this position?
- Does your company have a formal safety training program? If yes, provide copies of safety training program with submittal.
- What sets your company apart from other landscaping companies?
- How many licensed chemical applicators do you have on staff? How many chemical technicians do you have on staff? Please include proof of certification/licenses.

- Do you have a certified horticulturist on staff? Please include proof.
- Do you have a certified arborist on staff? Please include proof.
- Can the vendor meet the required insurance requirements and provide proof of insurance? Yes or No
- Will a web page be available for the City to review and track services?
Yes or No
- Is the submitter willing to honor their proposal through the end of June 2017?
Yes or No
- Does your company have other similar high visible public parks? Submitter must provide: name of property owner, contact information (phone and e-mail address), address where park is located, acreage of land.
- Additional comments: submitters may also provide additional information or packets of information but the submittal form must be attached as a cover sheet to any additional information provided (pages 28-34).

Section 3: REFERENCES (5 points)**References:**

Three (3) references must be included with the submittal. City of Bellaire reserves the right to contact the references provided.

Reference 1:

Name of Company _____

Contact Person and Title _____

Address of Company _____

Phone Number _____

E-mail Address _____

How long has your company provided service? _____

Services provided _____

Reference 2:

Name of Company _____

Contact Person and Title _____

Address of Company _____

Phone Number _____

E-mail Address _____

How long has your company provided service? _____

Services provided _____

Reference 3:

Name of Company _____

Contact Person and Title _____

Address of Company _____

Phone Number _____

E-mail Address _____

How long has your company provided service? _____

Services provided _____

The submitting company agrees to fully comply in strict accordance with the invitation, specifications and federal, state and local laws and ordinances. The submitter has read, understands and agrees to all information within the City of Bellaire Landscape and Maintenance Services Specifications packet and has reviewed the landscape construction drawings made available at <http://bellairetx.gov/bids>. The submitting company agrees to comply with the specifications as outlined and acknowledges that the specifics in the landscape drawings are subject to change and understand the drawings provided may not be 100% accurate but substantial changes will be communicated to the submitter selected to perform services. The submitter further acknowledges that they are responsible for ensuring that anyone employed by them to work at a City of Bellaire facility will be made aware of the aforementioned.

Print Name

Signature

Title

Date

PLEASE ENSURE PAGES 28-34 ARE INCLUDED IN SUBMITTAL PACKET IN ORDER FOR YOUR SUBMITTAL TO BE REVIEWED AND CONSIDERED. ADDITIONAL INFORMATION RELATED TO YOUR SUBMITTAL IS ACCEPTABLE.

NOTE: SUBMITTALS ARE DUE NO LATER THAN 10:00 A.M. FRIDAY, DECEMBER 2, 2016. LATE SUBMITTALS WILL NOT BE RECEIVED.

Attachment: Complete Submittal Packet City Clerk 011817 (2150 : Evelyn's Park Landscape Management Contract)

City of Bellaire Evelyn's Park Landscape Maintenance Services- Competitive Sealed Proposals

Criterion and weight values are based on the CSP, total weight value equals 100. The review of the Section 1 has a value of 70 points while Section 2, Qualifications and Experience, has a weighted value of 25 and Section 3, References, has a value of 5 points. Individual scoring on the decision matrix should be based on a rating scale of 0 to 5 with 0 being the lowest and 5 being the highest rating.																	
			Hou-Scape														
					Land Crafters												
							Lawn Management Co.										
									Classic Irrigation Landscape								
											Houston Grotech						
													Yellowstone Landscape				
Section 1 - 70 points	Weight Value	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score
Financial - Annual Cost and Annual Max Increase		70	70	31	31	27	27	36	36	40	40	58	58		0		0
Section 2- 25 points	Weight Value	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score
General Company Information and History- notification to start, time line for correcting problems, willingness to hold submittal, insurance, digital access to services, etc.	1	4.5	4.5	3.5	3.5	5	5	3	3	4	4	3.5	3.5		0		0
Personnel and Experience- Qualifications of team members, Experience, Certifications,similar park experience, Park inspections, other criteria identified in RFQ.	3	4.5	13.5	3	9	5	15	1.5	4.5	2	6	2.5	7.5		0		0
Safety- Safety program	1	2.5	2.5	2.5	2.5	5	5	0	0	0	0	3.5	3.5		0		0
Section 2 - Subtotal			20.5		15		25		7.5		10		14.5		0		0
Section 3 - 5 points	Weight Value	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score
Refrences		4	4	3	3	5	5	5	5	0	0	5	5		0		0
Total Score for All 3 Sections Equal 100 Max Points			94.5		49		57		48.5		50		77.5		0		0

$$\text{Score} = \text{Rating} \times \text{Weight Value}$$

Section 1 was scored by the Finance Department.

Section 2 rating is the average combined rate by Karl Miller and Buster Adams.

Section 3 was scored by Karl Miller and Buster Adams.

Attachment: Evelyn's Park CSP Master score sheet evaluated 121816 final (2150 : Evelyn's Park

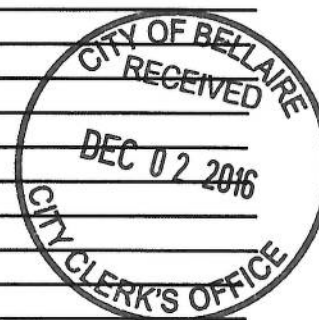
COMPETITIVE SEALED PROPOSAL
Landscape Maintenance Services Specifications (CSP No. 17-002)
Vendor Submitted Document
Evelyn's Park 4400 Bellaire Blvd., City of Bellaire, TX 77401

**THE FOLLOWING PAGES MUST BE SUBMITTED TO BE CONSIDERED FOR
 REVIEW AND EVALUATION (pages 28-34)**

NOTE: The remainder of this document must be included in your submittal otherwise submittals will be considered incomplete and not considered for services. Submittals are due no later than 10:00 a.m. Friday, December 2, 2016. Late submittals will not be received.

Landscape construction drawings may be obtained at <http://bellairetx.gov/bids>

COMPANY NAME Hou-Scape Inc.
 ADDRESS P.O. Box 2449
 CITY, STATE, ZIP CODE Cypress, Tx 77410
 NAME OF PERSON PREPARING SUBMITTAL Paula Hill
 TITLE President
 CONTACT PERSON Trevor Deines
 TITLE Superintendent
 TELEPHONE 281-300-5282
 EMAIL trevor@hou-escape.com
 WEBSITE www.hou-escape.com
 DATE 12/2/2016



PURCHASE PERIOD: The effective dates of implementation for this proposal shall commence on the date identified when the successful vendor is awarded the agreement and expire September 30, 2017. The City of Bellaire retains the option to extend to the vendor awarded this proposal an extension at the end of the above purchasing period for the purpose of providing Landscape Maintenance Services at Evelyn's Park, 4400 Bellaire Blvd. Bellaire, TX 77401 as specified in this proposal, upon agreement with vendor and the City of Bellaire. Said optional extension and renewal of contract is up to four (4) additional years, one year at a time subject to price increases, service satisfaction and mutual agreement between the City and the successful vendor. Renewals will extend from October 1st – September 30th of each year.

If you have any questions regarding specifications, please contact Buster Adams at badams@bellairetx.gov and include "Evelyn's Park, Landscape Maintenance Service Specifications" in the subject heading of the e-mail. Please allow one (1) business day for a response before following up and all responses will be made in full within three business days.

Proposals must include proof of workmen's compensation and liability insurance or submittal will be considered incomplete and not considered for evaluation.

Attachment: Hou-Scape submittal (2150 : Evelyn's Park Landscape Management Contract)

The selected submitter shall require their insurance company to mail proof (fax copies will not be accepted) of their Workmen's Compensation Insurance and Liability Insurance to the City of Bellaire, 7008 S. Rice Avenue, Bellaire, TX 77401 Attention: Buster Adams.

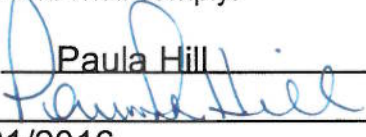
QUALITY OF WORK AND TERMINATION OF CONTRACT

When necessary, the City will provide notice of deficiency in writing to the Contractor prior to performing any and all services. **The Contractor shall have one (1) business day to correct the deficiencies and eight (8) hours to respond to complaints and respond to emergencies.** The City shall deduct a reasonable cost for any and all deficiencies from the first day forward and any additional cost incurred by the City due to breach in performance by contractor.

The City reserves the right to terminate service if the service being provided does not meet specifications. Notice of termination will be sent in writing via certified mail and email.


The City of Bellaire may terminate this contract at any time for any reason by giving the successful vendor 30-days written notice via certified mail and email.

I understand and shall comply:

Print Name: Paula Hill
 Signature: 
 Date: 12/01/2016

The successful vendor may terminate this contract at any time for any reason by giving the City of Bellaire 60-days written notice via certified mail and email.

I understand and shall comply with all rules, regulations and specifications identified in this document:

Print Name: Paula Hill
 Signature: 
 Date: 12/01/2016

I understand and agree to comply with the specifications of this document and all other requirements as outlined.

Print Name: Paula Hill
 Signature:  Date: 12/01/2016

General Information:

The purpose of receiving Competitive Sealed Proposals is to ensure that the City of Bellaire receives the best value of landscape service at Evelyn's Park. The Landscape and Maintenance Services rating system has been divided into three sections each with a separate value that together will total a maximum of 100 possible points to be achieved. Section 1 is worth a maximum of 70 points while Section 2 is worth a maximum of 25 points, and finally references will be worth a maximum of 5 points. The City of Bellaire's designated representatives will determine the points awarded. Section 1 of the proposal, must show costs associated with each service and include a total price for both services. Proposals should be all-inclusive of all the services specified. Any changes or recommendations should be noted under the comment section. The effective date of implementation of this proposal is estimated to commence on mid-May, 2017 and end September 30, 2017, with optional four (4) annual renewals one year at a time. Renewal of annual agreement must be agreed upon by both parties in writing and the City of Bellaire must issue a Purchase Order before renewal is authorized.

Section 1: COST OF SERVICE (70 points)

Monthly cost of service \$ 2,704.48

Total annual cost of services \$ 32,453.76

For full year of service (12 months)

Maximum % increase per year 2 %

Section 2: QUALIFICATIONS AND EXPERIENCE (25 points)

NOTE: please feel free to use additional paper if necessary to answer question below but the question must appear before your answer. Submittal must include (pages 28-34) along with supplemental pages.

- Evelyn's Park is scheduled for completion in mid-February, once the project is open to the public the General Contractor is responsible for providing landscape maintenance for the first 90 days the park is open during that time the City of Bellaire may elect to utilize some or all of the services identified but also has the option to not use any of the services provided during this 90-day warranty period. Please identify the amount of notification time your company would require to provide all services identified in the specifications.

1 week

- When a problem on the property is brought to your attention, what is the expected time frame to have that problem corrected?

1 Day

- What is the experience of the site/field supervisor and how long has he/she been with your company?

6 years - Degree from Texas Tech in Horticulture related fields

- If the site/field supervisor leaves the company will he/she be replaced by an individual with the same level of experience and what are the minimum job requirements for this position?

5 years experience is the minimum experience with related college degree

- Does your company have a formal safety training program? If yes, provide copies of safety training program with submittal.

Yes SEE ATTACHMENT "A"

- What sets your company apart from other landscaping companies?

Twenty -five years in business with the same ownership. Extremely experienced supervisors and foreman that have been with the company since the beginning. We also grow our own flowers and other plants in our greenhouses and grind our own mulch. We

have a certified mulch production by the TECQ

- How many licensed chemical applicators do you have on staff? How many chemical technicians do you have on staff? Please include proof of certification/licenses.

1 Commercial Chemical Applicator's License #0444396

6 Chemical Technicians

1 TDA Floral Class 2 License #00096612

- Do you have a certified horticulturist on staff? Please include proof.
Trevor Deines has a degree from Texas Tech
- Do you have a certified arborist on staff? Please include proof.
I am a member the ISA (International Society of Arboriculture)
- Can the vendor meet the required insurance requirements and provide proof of insurance? Yes or No
Yes
- Will a web page be available for the City to review and track services?
Yes or No
No
- Is the submitter willing to honor their proposal through the end of June 2017?
Yes or No
Yes
- Does your company have other similar high visible public parks? Submitter must provide: name of property owner, contact information (phone and e-mail address), address where park is located, acreage of land.

See Attachment "B"
- Additional comments: submitters may also provide additional information or packets of information but the submittal form must be attached as a cover sheet to any additional information provided (pages 28-34).

Section 3: REFERENCES (5 points)**References:**

Three (3) references must be included with the submittal. City of Bellaire reserves the right to contact the references provided.

Reference 1:

Name of Company See Attachments "B"

Contact Person and Title _____

Address of Company _____

Phone Number _____

E-mail Address _____

How long has your company provided service? _____

Services provided _____

Reference 2:

Name of Company _____

Contact Person and Title _____

Address of Company _____

Phone Number _____

E-mail Address _____

How long has your company provided service? _____

Services provided _____

Reference 3:

Name of Company _____

Contact Person and Title _____

Address of Company _____

Phone Number _____

E-mail Address _____

How long has your company provided service? _____

Services provided _____

The submitting company agrees to fully comply in strict accordance with the invitation, specifications and federal, state and local laws and ordinances. The submitter has read, understands and agrees to all information within the City of Bellaire Landscape and Maintenance Services Specifications packet and has reviewed the landscape construction drawings made available at <http://bellairetx.gov/bids>. The submitting company agrees to comply with the specifications as outlined and acknowledges that the specifics in the landscape drawings are subject to change and understand the drawings provided may not be 100% accurate but substantial changes will be communicated to the submitter selected to perform services. The submitter further acknowledges that they are responsible for ensuring that anyone employed by them to work at a City of Bellaire facility will be made aware of the aforementioned.

Paula Hill
 Print Name
 Signature
 President
 Title
 12/01/2016
 Date

PLEASE ENSURE PAGES **28-34** ARE INCLUDED IN SUBMITTAL PACKET IN ORDER FOR YOUR SUBMITTAL TO BE REVIEWED AND CONSIDERED, ADDITIONAL INFORMATION RELATED TO YOUR SUBMITTAL IS ACCEPTABLE.

NOTE: SUBMITTALS ARE DUE NO LATER THAN 10:00 A.M. FRIDAY, DECEMBER 2, 2016. LATE SUBMITTALS WILL NOT BE RECEIVED.

(Attachment B)



The owner of Hou-Scape, Inc. is Paula Hill with 100% of the stock and she has been the Hou-Scape owner for over twenty-five years. Paula holds irrigation, chemical, and floral licenses with the State of Texas. She is also an expert in landscape, tree care, and soils. Charles Arthur is the General Manager and he has been with the company for eight years with twenty-seven years of commercial construction experience. Before Hou-Scape Charles was General Manager Construction Services for ServiceMaster International.

Paula Hill, President	paula@hou-scape.com	832.250.2288
Charles Arthur, General Manager	charles@hou-scape.com	832.250.2168

Shadowbend Park

Kelly Dietrich	kdietrich@thewoodlandtownship-tx.gov	936.672.2245
White Oak Studios	tpeiffer@wos-la.com	713.682.2638

Deison Technology Park

Matt Long	mlong@mcl-assoc.com	832.879.3056
-----------	--	--------------

ExxonMobil Spring Campus

Bill Silk	bill.w.silk@exxonmobil.com	281-355-3311
-----------	--	--------------

The Falls at Imperial Oaks and Riverstone Ranch

Robert Foryste	Robert@ref-la.com	281.497.7443
----------------	--	--------------

Gosling Sports Fields, The Woodlands

Chris Nunes	cnunes@thewoodlandtownship-tx.gov	281-210-3906
-------------	--	--------------

Caldwell Companies, Towne Lake

Todd Johnson	tjohnson@caldwell.com	713.703.1702
--------------	--	--------------

Gleann Loch Farms

Kris Bradshaw	kris.bradshaw@fsresidential.com	832.289.7139
---------------	--	--------------

City of Bellaire

Buster Adams	badams@bellairetx.gov	713.662.8285
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P.O. Box 2449	Cypress, Texas 77410	281.579.6741
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Attachment: Hou-Scape submittal (2150 : Evelyn's Park Landscape Management Contract)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/21/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Lone Star Insurance Services, Inc. 1717 N. Sam Houston Parkway W., Suite 115 Houston TX 77038		CONTACT NAME: Robin Parrott PHONE (A/C No. Ex): 281-260-2000 FAX (A/C No.): 281 260 3065 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
INSURED Hou-Scape Inc P O Box 2449 Cypress TX 77410		INSURER A: Hanover Insurance Co 22292 INSURER B: Hanover Lloyds Insurance Co 41602 INSURER C: Texas Mutual Insurance Company 22945 INSURER D: Allmerica Financial Benefit Ins INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 107512576

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		ZLD971314702	10/15/2016	10/15/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		AWD971315504	10/15/2016	10/15/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$NIL		UHD971314504	10/15/2016	10/15/2017	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	TSF0001180094	5/26/2016	5/26/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Leased/Rented Equipment		ZLD971314704	10/15/2016	10/15/2017	Leased/Rented Equip Item Limit \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Hou-Scape, Inc.
 P.O. Box 2449
 Cypress TX 77410

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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ATTACHMENT "A"

Hou-Scape, Inc.
17725 Telge Road
Cypress, Texas 77429

CONSTRUCTION SAFETY PLAN

For

Project	City of Bellaire Texas
Address	
Subcontractor	Hou-Scape, Inc. primary maintenance contractor
ABN	
Phone	281.579.6741
Fax	713.937.1230

Attachment: Hou-Scape submittal (2150 : Evelyn's Park Landscape Management Contract)

Inspecting the Construction Safety Plan

Responsibility of Site Supervisor

1. Check the Construction Safety Plan and associated Work Method Statements are completed as stated above.
2. Take action to correct the situation if you identify that the above has not been complied with.
3. If a circumstance outside your control is preventing you from ensuring the above, report the issue to your Manager and/or the Principal Contractor.

Construction Safety Plan Instruction Sign-Off

Please sign to indicate that you have read and understood the instructions.

Site Foreperson	(print name in capital letters)	Date	Signature
Site Supervisor	(print name in capital letters)	Date	Signature

CONSTRUCTION SAFETY PLAN

Company Name

Hou-Scape, Inc.

ABN
Office

17725 Telge Rd. , Cypress, Texas 77433

Telephone

281.579.6741

Facsimile

713.937.1230

Location of workplace:

City of Bellaire

Details of construction:

☐ This Plan will remain in force for a period of 12 months from (insert date) or until a significant change occurs which will require the Plan/Document to be reviewed prior to the expiry date.

Or

☐ For a specific site/project, in which case the Plan/Document will only remain in force for the construction period of that project.

Start Date

Completion Date

Signature
Date

Manager

Note: This Plan is provided as a model only and is to be assessed and expanded on to meet the site specific needs of (company name), to fulfil its obligations under current Workplace Health, Safety and Environmental Legislation.

Disclaimer

Any advice and information contained in this document is given in good faith and no person should rely on the contents without referring to all current relevant Legislation, and Australian Standards for Workplace Health, Safety and the Environment.

The management and employees of (insert company name) and any other person or organisation contributing to this document, expressly disclaim all and any liability and responsibility, to any person in respect of anything done or omitted to be done by any such person in reliance, whether wholly or partially, upon the whole or any part of the contents of this document.

Construction Safety Plan

1

Attachment: Hou-Scape submittal (2150 : Evelyn's Park Landscape Management Contract)

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STANDARD FORMS

- Site Specific Induction Record
- Site Specific Induction Checklist
- Visitor Induction Form
- Work Method Statement Evaluation
- Hazard and Risk Assessment Form
- Work Scheduling Program
- Incident Notification Form
- Hazard, Unsafe Condition, Damage Report
- Emergency Contact Information
- Hazardous Substance Register
- Scaffolding Handover Certificate
- Request for Electrical Safety Inspection of an Overhead Electrical Service
- Plant and Equipment Register
- Prescribed Occupation "Certificates of Competency" Register
- Electrical Licence Register
- Hot Work Permit
- Permit to Dig
- Project Emergency Procedures
- Environmental Control Management Plan
- Sediment Transport Control – "Sediment Fence"
- Sediment Transport Control – "Sediment Barriers"
- Sediment Transport Control – "Hay and Straw Bales"
- Sediment Transport Control – "Shake-down Areas"
- General Site Management Work Procedure SG-1

Note: All work is to be carried out in accordance with the Australian Standards for Health, Safety and the Environment and current Workplace, Health and Safety and Environmental Legislation, which will take precedence over this plan if a lower standard is stated within the plan.

The following *Construction Safety Plan* provides management procedures for the health and safety of all personnel on site and at the workplace and is to be followed at all times and read in conjunction with current Workplace Health, Safety and Environmental Legislation and Australian Standards for Health, Safety and the Environment.

1.0 Inductions

- All personnel are to undergo relevant safety inductions prior to coming onto and/or starting work at the workplace and/or on site.
 - a) **Principal Contractor's Site Specific Inductions** conducted by a designated representative of *(insert company name)* as the principal contractor, will induct ALL personnel coming onto the site to carry out work. A written record of the date of the induction and the name/details of the worker inducted is to be made on the attached *Site Specific Induction Form* and the categories/content of the induction is to be recorded on the *Site Specific Induction Checklist* and kept on-site for reference purposes.
 - b) ***(insert company name)* Employees Site Specific and Work Method Statement Inductions** conducted by a designated representative of *(company name)* as the principal contractor and employer will induct all *(company name)* personnel coming onto the site to carry out work and will discuss all safety aspects of the *Construction Safety Plan/Work Method Statement* relevant to the person's work prior to commencing work on site. A written record of the date of the induction and the name/details of the worker inducted is to be made on the attached *Site Specific Induction Form* and the categories/content of the Induction is to be recorded on the *Site Specific Induction Checklist* and kept on-site for reference purposes.
 - c) **Contractor's Workplace, Site Specific and Work Method Statement Inductions** conducted by the subcontractors for their employees in relation to individual trade and company standard work procedures and work methods which is also to incorporate *(company name)*'s Health, Safety and Environmental requirements.
 - d) **General Safety Induction.** All site personnel must produce a current *General Safety Induction Card/Documentation* prior to starting any work on-site.
 - e) **Visitor's Induction.** All visitors must undergo a *Visitor's Induction* prior to coming onto the site and they must be accompanied by a designated *(company name)* representative at all times whilst on the site/workplace.

Attachments:

- *Site Specific Induction Form*
- *Site Specific Induction Checklist*
- *Visitor's Induction Form*

2.0 Construction Safety Plans and Work Method Statements

- *Construction Safety Plans* identifying risks and detailing proposed control measures are to be prepared by *(company name)* as principal contractor for a construction workplace if any or all of the following criteria form part of the construction/building project/contract prior to construction work commencing on site. A copy of the Plan is to be given to each contractor/relevant person for each project trade package and the safety aspects of the Plan relevant to the person's work are to be discussed with that person prior to commencing work on site.
 - a) **Construction Work** where the estimated final price of the work at practical completion is more than \$80,000.00 (excluding GST).
 - b) **Demolition Work – Prescribed Activity** - Irrespective of cost.

- c) **Asbestos Removal Work – Prescribed Activity** - Irrespective of cost.
 - d) **Other High Risk Construction Activities** (*but not limited to*):
 - o Personnel entering trenches more than 1.5 metres in depth.
 - o Use of explosives (excluding powder-actuated hand-held fastening tools).
 - o Work near an exposed energised electrical installation.
 - o Work on or adjacent to a road.
 - o Using confined spaces.
 - o Using hazardous substances.
 - o Movement of powered mobile plant at the workplace.
 - o Work at heights where a person can fall:
 - At least 2.0 metres if the work IS NOT housing construction work.
 - At least 3.0 metres if the work IS housing construction work.
 - o Work on roofs with a pitch of more than 26°.
 - e) **Other Activities** as designated by (*company name*) site management where the work is considered to be of a hazardous/high risk nature and has the potential to cause death or injuries to personnel and/or damage to plant, equipment, structures etc.
- *Work Method Statements* are to be prepared and submitted to (*company name*) site management prior to work commencing on site by contractors who will be performing any of the following tasks associated with work they are to undertake on a (*company name*) construction workplace (irrespective of cost):
 - a) **Demolition Work – Prescribed Activity**
 - b) **Asbestos Removal Work – Prescribed Activity**
 - c) **Other High Risk Construction Activities** (*But not limited to*):
 - o Personnel entering trenches more than 1.5 metres in depth.
 - o Use of explosives (excluding powder-actuated hand held fastening tools).
 - o Work near an exposed energised electrical installation.
 - o Work on or adjacent to a road.
 - o Using confined spaces.
 - o Using hazardous substances.
 - o Movement of powered mobile plant at the workplace.
 - o Work at heights where a person can fall:
 - At least 2.0m if the work IS NOT housing construction work.
 - At least 3.0m if the work IS housing construction work.
 - o Work on roofs with a pitch of more than 26°.
 - d) **Other Activities** as designated by (*company name*) site management where the work is considered to be of a hazardous/high risk nature and has the potential to cause death or injuries to personnel and/or damage to plant, equipment, structures etc.
 - e) The contractor's *Work Method Statement (WMS)* is to be evaluated by (*company name*) site management on the *Work Method Statement Evaluation Form* to ensure the contractor is in compliance with current Workplace Health and Safety Legislation and (*company name*) Health, Safety and Environmental Standards.
 - Any work procedures to be carried out by inducted (*company name*) personnel and are not covered by this *Construction Safety Plan/Work Method Statement* document are to be addressed and documented on the attached *Work Method Statement* (or appropriate equivalent) and approved by (*company name*) site management prior to the work proceeding.
 - Risk assessments are to be conducted and recorded on the attached *Hazard and Risk Assessment Form* to identify potential risks to the health and safety of personnel and/or any

potential risk of damage to plant and equipment. Appropriate control measures are to be formulated and recorded to minimise and/or eliminate the risk of injury and/or damage.

- Copies of the contractor's *Work Method Statements* and (company name)'s *Construction Safety Plan* are to be kept on site or in a readily accessible location by the contractor, for perusal by their workers.

Attachments:

- *Work Method Statement*
- *Work Method Statement Evaluation*
- *Hazard and Risk Assessment*

3.0 Scheduling of Works

- A works program (if required by (company name) site management) will be prepared by the subcontractor outlining services/tasks and their estimated start and completion dates.
- The subcontractor shall be responsible for and shall be deemed to have made provision for the work and expense of coordination of their works with those performed by others, to minimise or eliminate potential safety hazards.

Attachments:

- *Works Scheduling Program*

4.0 Hazard Identification, Reporting and Accident Procedures

- All work related injuries, illnesses, dangerous events, incidents etc. are to be reported to site management who will record and investigate the occurrence on an *Incident Notification Form* to record the incident for assessment and investigation.
- Personnel are to inspect all plant, machinery, equipment, tools, scaffolds, excavations, confined spaces etc. to ensure they are safe and without risk to the health and safety of themselves or others before using or entering them.
- All hazards, unsafe conditions, defective items, damage to property or equipment are to be reported to site management, barricaded and/or removed from service immediately they are detected. Site management is to complete a *Hazard, Unsafe Condition, Damage Report* to record the hazard etc. for assessment and rectification.
- Risk assessments are to be undertaken prior to commencing any task to assess the risk of injury and/or damage to plant and equipment. If the risk has not already been assessed and a work procedure/method has not been formulated then a *Risk Assessment Form* is to be completed as well as a *Work Method Statement* taking into account the order of control measures as listed below from most preferred (1) to least preferred (6):
 - (1) **Elimination** – Eliminate the hazard, remove it from site etc.
 - (2) **Substitution** – Substitute the item/hazard/procedure for an item/procedure that is less hazardous and poses a lesser risk to personnel etc.
 - (3) **Engineering** – Change design of the workplace, equipment or work process – eg. noise prevention/suppression cabinets, mechanical aids for manual handling.
 - (4) **Isolation** – Isolate or separate the hazard from the person – eg. screens or barriers, move or enclose equipment.
 - (5) **Administration** – Job rotation/reduction in exposure by working less hours in hazardous environment, provide training and supervision etc.

(6) Personal Protective Equipment (PPE) – Hearing protection, safety glasses, respiratory protection equipment etc.

- Daily safety inspections are to be carried out by a (company name) site management representative where a permanent (company name) site management representative presence is on site and a *Daily Workplace Safety Inspection Report/Checklist* is to be completed and remain on the site project/safety file.

Attachments:

- *Incident Notification Form*
- *Hazard, Unsafe Condition, Damage Report*
- *Emergency Contact Information*
- *Work Method Statement*
- *Hazard and Risk Assessment*

5.0 Manual Handling

- Lifting and handling of materials is to be done in a safe and sensible manner so as not to cause injury. Personnel are not to participate in manual handling activities if they have not been properly trained, or have an existing or previous injury which will hinder them, or will be aggravated by lifting, pushing, pulling etc.
- If the material/item is considered to be too heavy or awkward to handle by one person, assistance in the form of team lifting, a crane, forklift, hand trolley, wheelbarrow or other suitable mechanical devices are to be used. If it is possible the plant items/tools/equipment etc. that are to be lifted and/or moved are to be disassembled into individual manageable pieces (eg. oxygen/acetylene plant, saws from saw benches) and moved to the required location/position where they are to be reassembled.
- Contractors and employees are to ensure they are familiar with correct manual handling techniques and are physically capable of carrying out the tasks they are to perform otherwise they are to request training.
- Contractors will be responsible for all materials handling equipment (eg. cranes, forklifts) relating to their contract, unless specified otherwise.
- Mechanical means such as cranes, forklifts, materials lifts and/or other suitable load shifting equipment is to be used to lift and/or move equipment that is awkward and/or is heavy from ground level to and/or between different levels of elevated areas.

6.0 First Aid

- A suitable first aid kit will be located in the (company name) site office for emergency use by all site personnel.
- Contractors are to ensure a suitable first aid kit is supplied and kept in each vehicle or in close proximity to the contractor's work area, irrespective of whether (company name) has supplied first aid kits on site.
- All first aid treatment is to be reported to site management for recording on the *Incident Notification Form*.

7.0 Personal Protective Equipment

Site personnel are to wear appropriate Personal Protective Equipment (PPE) for the tasks they are to perform where it is not practical to control risk of injury by other means.

- Safety helmets are to be worn at all times when working with cranes or in areas where personnel are working at heights or in trenches and there is the possibility of injuries from falling objects and/or in other designated hazardous areas.
- Appropriate safety footwear (enclosed with protective toe caps) is to be worn on site at all times.
- Eye, hearing and respiratory protection is to be used at all times during hazardous operations which may cause injury or exceed statutory requirements (eg. cutting compressed sheeting/CCA treated timber/concrete/blocks, using nail guns or explosive power tools, power saws, jackhammers, drills).
- UV protection (eg. long sleeve shirts, wide brim hats, 15+ sunscreen) is to be worn for protection against harmful exposure to the sun.
- Gloves and protective clothing are to be worn in areas of risk to prevent injury from contact with hazardous substances, and sharp or abrasive objects etc.
- All PPE requirements are to be assessed for each application and supplied accordingly by the subcontractor.
- All defective equipment is to be removed from service immediately upon detection.
- Contractors are to supply all appropriate PPE and must ensure their employees have received appropriate instruction in the correct selection, use, storage and maintenance of personal protective equipment prior to use.

8.0 Hazardous Substances

- Contractors are to have current *Material Safety Data Sheets* (MSDS) for all hazardous substances that are to be used at the site/workplace. The MSDSs are to be kept in a *Hazardous Substance Register* which is to contain a description of the substance along with all other relevant details. This register and its contents must be available for perusal by the subcontractor's employees.
- A copy of the contractor's *Hazardous Substance Register* and MSDSs are to be given to (company name) prior to bringing or using the substances on site.
- Personnel using/mixing/spraying hazardous substances (eg. paint, solvents, pesticides) are to:
 - Comply with all safety requirements/instructions/safe handling information and wear appropriate PPE as required by the relevant *MSDS*.
 - Ensure they are familiar and experienced with the chemical/substance and have received adequate training in its use.
 - Ensure there is no risk to the health and safety of themselves, other workers and the general public.
 - If substances are decanted/transferred into another container, the second container must be adequately labelled unless the entire contents are used immediately.

- All hazardous substances are to be used, stored and disposed of in accordance with the relevant *Material Safety Data Sheet* (MSDS).
- All hazardous substances are to be assessed before use to ascertain what degree of risk the substance poses to personnel.
- If asbestos products are identified, or suspected to be present during construction work, then competent and experienced personnel are to be engaged to inspect, record, remove or make safe the offending materials in accordance with current Legislation and Standards.

Attachment:

- *Hazardous Substance Register*

9.0 Ladders, Trestle Ladders and Planks

- All ladders are to be in good condition, inspected before use, meet current Australian Standards and/or statutory requirements, have a minimum 120 kilogram load rating and be manufactured for industrial use and must be suitable for the application/use.
Note: All identification markings/labels MUST be clearly visible and not defaced in anyway.
- Extension or single ladders must extend one metre above the level served, be set at an angle of 75° (1:4) to the horizontal and MUST BE SECURED at the top at all times and preferably at the bottom if practical.
- Ladders used for electrical installation where there is a possibility of the circuits becoming energised are to be made of a non-conductive material.
- All ladders are to be fitted with non-slip feet and suitable precautions are to be taken when ladders are to be used on unstable or sloping ground, near power lines, or in other hazardous situations.
- Ladders are not to be used near unprotected openings in floors, shafts, stairwells etc.
- Personnel must not work or climb above the third top rung or step from the top on ladders.
- The length of ladders MUST NOT EXCEED the following dimensions:
 - Single ladder - 6.1 metres
 - Extension ladder (other than for electrical work) - 7.5 metres
 - Extension ladder used to do electrical work - 9.2 metres
- Extension, single and stepladders are not to be used to support scaffold planks or any other type of platform under any circumstances. Extension, single, step and trestle ladders and scaffold planks are only to be used in accordance with manufacturer's specifications and Statutory Authority's requirements.
- Extension and single ladders are to be used primarily for access and are only to be used to undertake permitted work from under the following circumstances:
 - To carry out work (permitted work) at any height where the risk of injury is minimal.
 - Persons are to have at least 3 limbs (eg. 2 feet and 1 hand) holding, wrapped around or standing on the ladder or holding onto a secure and stable object (eg. wall frame, fascia board) at all times; OR
 - Persons are restrained by suitable means not attached to the ladder (eg. fall arrest system) that will prevent them from falling.
 - Only if the work to be undertaken is of a minor nature (eg. light work, changing light bulbs, cutting in) and the time required to carry out the work is limited to short periods and any equipment can be operated using one hand while on the ladder.
 - High risk tools are not to be used. (eg. large grinders, power saws, explosive power operated tools).

- Only if there is no other practical way or means to carry out the task, and/or the risk of injury is minimal.
 - Only after a risk assessment has been carried out and work procedures are put in place.
 - Electric ARC welding is not to be carried out from ladders at any time.
- **Stepladders** are to be used for access and are only to be used to undertake work from under the following circumstances for:
 - Stepladders are only to be used in a fully opened and locked position and placed on a level and stable foundation.
 - Only if the work to be undertaken is of a minor nature (eg. light work, changing light bulbs, cutting in) and the time required to carry out the work is limited to short periods.
 - Only if there is no other practical way or means to carry out the task, and/or the risk of injury is minimal.
 - Only after a risk assessment has been carried out and work procedures are put in place.
 - Electric ARC welding is not to be carried out from ladders at any time.
- **Plaster's stools** manufactured for the purpose with a suitable SWL rated work platform and a platform width of 225mm can be used for light work up to 1.0 metre in height. Any work that is not light work or work above 1.0 metre in height must have a suitable SWL rated platform with a minimum width of 450mm and suitable access provided if required.
- **Trestle Ladders and Aluminium Scaffold Planks** must only be used as follows:
 - The work platform height MUST NOT EXCEED 5.0 metres.
 - Only after a risk assessment has been carried out to determine what work procedures are to be put in place.
 - Appropriate work methods, handrails, outriggers/stabilisers including handrail stop ends etc. are to be in place (similar and/or equivalent to *Tommy Tucker Trestles Safety System*) if a person can fall at least 3.0 metres for housing work or 2.0 metres for other work, and/or if the fall can result in a serious injury irrespective of height (eg. above exposed reo bars/protrusions).
 - Trestles are only to be placed on a level and stable foundation and secured/prevented by appropriate means against moving and/or toppling over (eg. bracing, counter weights, tying to stable structure).
 - Minimum work platform width must be 2 planks wide (450mm) and locked together with plank clamps and secured against dislodgment (similar and/or equivalent to *Tommy Tucker Trestles - Safety Plank Clamp*). If plank clamps are not used, then aluminium planks are to be supported at a maximum span of 3.0 metres and/or in accordance with manufacturer's specifications. Planks are to have a slip-resistant surface and are NOT to be placed on an angle greater than 7° (slope of 1 to 8) to the horizontal. Planks are to overhang their end supports by not less than 150mm and not more than 250mm.
 - The duty loading of the work platform is not to be exceeded (225kg - 2 planks wide secured by plank clamps) and the platform MUST only be used for work of a light nature where large quantities of tools and equipment are not required (eg. painting, replacing gutters).
 - The trestles, planks and handrail safety systems are to be erected and used in accordance with manufacturer's requirements and are only to be used as ACCESS and WORK PLATFORMS and ARE NOT to be used as edge protection at any time.
- Tools and equipment etc. are not to be carried up or down ladders (extension, single or step) at any time unless secured to a tool belt etc. Operators are to have both hands free to ensure they have adequate grip on the ladder to prevent the possibility of falling while ascending or descending. Tools and equipment that cannot be operated by one hand only, while carrying out work involving a ladder MUST NOT be used under any circumstances unless the person is restrained by appropriate means to ensure stability and prevent a fall. High risk tools such as grinders, jackhammers, nail guns and explosive power operated tools are not to be used at any time on ladders.

- Work on ladders irrespective of height and type:
 - Personnel are not to lean out and/or over-reach while working from ladders.
 - Personnel are to remain approximately in the centre between the sides of the ladder from when the person is fully on the ladder, carrying out permitted work on the ladder to when the person leaves the ladder.

10.0 Scaffolding

- **Modular/tube and coupler scaffolding** with a working platform height up to 4.0 metres must only be erected by competent and experienced personnel. Personnel with the relevant scaffolding *Certificate of Competency* must erect modular/tube and coupler scaffolding with a working platform height above 4.0 metres.
- **Mobile scaffolding** with a working platform height up to 4.0 metres must only be erected by competent and experienced personnel. Personnel with the relevant scaffolding *Certificate of Competency* must erect mobile scaffolding with a working platform height above 4.0 metres.
- Erection procedures and a diagrammatic plan of the scaffolding is to be provided to site management by the supplier/erector and kept on site or be readily accessible for perusal by anyone who will be using the scaffolding.
- **Scaffolding with a work platform height of 4.0 metres or more** is to have a *Scaffolding Handover Certificate* completed by the competent person erecting the scaffolding certifying that it is erected as per manufacturer's specifications and plans, complies with all relevant standards and legislative requirements and is suitable for the intended purpose.
- **Scaffolding systems** are to be erected as per manufacturer's specifications on stable and level surfaces/footings around the internal/external faces of buildings, structures etc. to provide a stable work and/or access platform and/or edge protection to roof and other elevated areas. The gap between the work platform and the roofline and/or wall/working surface is not to exceed 225mm.
- The scaffold work platform height below the edge of a roofline is to comply with the following:
 - (1) The maximum distance between the working platform and the underside of the roofline edge for roof pitches LESS than 26 degrees is NOT to exceed 1.0 metre.
 - (2) For pitches greater than 26 degrees the working platform is to be as near as possible to the underside of the edge of the roofline but is not to be greater than 300mm below the underside edge.
 - (3) The top rail of the scaffolding edge protection for roof workers is to be located between 900mm and 1250mm above the outer edge of the roofline to provide adequate protection against falls.
- Personnel erecting scaffolding at 2.0 metres or above are to be prevented and/or restrained by suitable means to prevent falling or they must work from an erection platform (minimum width 450mm) with edge protection and accessed by approved stairways or ladders within the internal confines of the scaffold framing.
- Guardrails (top and mid), toeboards and/or mesh panels, brickguards, etc. are to be erected around work platforms of scaffolds if personnel or objects can fall more than 2.0 metres or the fall etc. could result in a serious injury irrespective of height.
- Containment screening consisting of approved mesh lined internally with an approved prescribed lining (if required) is to be securely attached to exposed external surfaces and/or other exposed surfaces of the scaffolding where there is a possibility of injury to persons or

damage to vehicles etc. from falling objects onto footpaths, roadways and adjoining tenancies etc.

- Scaffolding is to be complete and inspected prior to use and is not to be altered or components removed by unauthorised personnel unless the person/s erected the structure and/or they have written authorisation from (company name) site management.
- Suitable access and egress (ladders, stairways, ramps, etc) is to be provided to each work platform. Workers must not climb on the framing of scaffolds at any time.
- Base plates are to be fitted to the base of each supporting standard. Suitable sole plates may also be required if the ground/surface stability is questionable.
- The number of personnel, tools and quantities of building materials on the work platform is to be monitored to ensure the duty loading of the platform is not exceeded, and sufficient, clear access is provided.
- Ladders, saw stools, drums or pallets etc, are not to be used on the work platform to gain extra height.
- Personnel, unsecured equipment and tools are to be removed from the work platform of mobile scaffolds prior to moving them. Wheels on mobile scaffolds are to be fitted with locking devices and engaged before use.
- Where castors on mobile scaffolds incorporate adjustable legs the gradient of the supporting surface/ground must not exceed 5° unless provision is made to take the load off the castors during use of the mobile scaffold (i.e. use fixed base plates with adjustable legs).
- Personnel working from scaffolding and in particular mobile scaffolding and trestles and planks are to ensure the scaffolding is correctly erected, suitable for the application and is to be secured and/or other measures taken to ensure the structure will not topple over. Personnel are also instructed that they are to position the scaffold work platform directly under or as close to the work area as possible so that personnel do not have to reach out past guardrails to carry out work that can increase the potential for the scaffolding to topple/tip over and increase the possibility of injuries to personnel.

Attachment:

- *Scaffolding Handover Certificate*

11.0 Confined Spaces

- Entry will not be permitted to confined spaces or like areas until the following criteria has been fulfilled:
 - A risk assessment has been carried out to ascertain the degree of risk associated with the confined space and determine if any or all of the following procedures are to be implemented; and
 - A documented *Work Method Statement* detailing control measures and work procedures has been prepared detailing means of entry and exit, air quality sampling, rescue training, first aid requirements and record keeping in accordance with the current Legislation, Australian Standards and/or Statutory Requirements; and
 - Adequate ventilation and/or breathing equipment are supplied (if required); and
 - Only trained and competent personnel are to be engaged in confined space activities; and
 - An approved *Confined Space Work Permit* has been obtained from management.

- Ensure fuel-powered plant, machinery or equipment is not used in or near enclosed, basement or confined space areas.
- Fume/gas extraction equipment is to be used to vent areas where there are nuisance vapours and/or potentially toxic fume/gas build-ups and natural ventilation is inadequate.

12.0 Electrical Equipment and Installations

- All electrical equipment is to be connected to a portable type 1 OR type 2 residual current device as close as possible to the primary power source if suitably protected construction wiring is not available.
- Electrical equipment used for class 1 work is to be tested and tagged by a competent person/electrician at 3 monthly intervals (effective 01/03/2003), inspected before use, meet current Australian Standards and used in accordance with manufacturers and other relevant authorities requirements.
- Double adaptors and piggyback plugs are not to be used at any time.
- Power leads in access and passage ways or in areas where they are susceptible to damage or are hazardous to personnel and equipment are to be adequately protected and/or placed in such a manner they do not pose a hazard.
- Power leads are to have a minimum 15 amp rating capacity with 10 amp plug tops fitted. Power leads are not to be over-extended.
- Portable power-boards (portable socket-outlet assemblies: PSOs) are to be heavy duty industrial quality incorporating overload protection, manufactured of impact resistant and durable material and have individual switches for each outlet. The socket-outlets are to be protected by a Residual Current Device (RCD) with a maximum rated residual current of 30mA and covers and/or extended sides are to be incorporated to prevent damage to the outlets (Refer to Australian Standard AS/NZS3012:2003 – Electrical Installations – Construction and Demolition Sites).
- Only competent and appropriately qualified/licensed electrical workers are to carry out electrical installation work and they are to comply with relevant Statutory Authority's requirements as well as (company name)'s Health, Safety and Environmental Standards and requirements.
- Electrical Installations and construction wiring for class 1 work is to comply with all requirements specified in *Australian Standard AS/NZS3012:2003 – Electrical Installations – Construction and Demolition Sites*.
- Electrical circuits are to be isolated, locked out and/or tagged out at the point of supply and/or switchboard as per the relevant industry, legislative, and Australian Standards prior to carrying out any work. The circuit is to be tested after disconnection prior to engaging in any work on any electrical appliance and/or installation. Testing is also to be carried out on completion of the electrical work after the circuit has been re-energised to ensure the appliance and/or installation is safe for use.
- Electrical workers carrying out live work on electrical installations where they may inadvertently come into contact with live components are to have appropriate rescue equipment available and an electrical safety observer present who has undergone the required training within the last six (6) months. A *Risk Assessment Form – Live Work* is to be completed by the electrical workers prior to any live work being undertaken to ensure all control measures are in place. NO live work is to be carried out without PRIOR approval of (company name)'s site management and submission of an approved *Work Method Statement*.
- Work to be carried out by untrained, unauthorised or non-instructed persons in proximity to low voltage (l) uninsulated overhead electric supply lines (exposed live parts)

(ii) insulated service lines and (iii) mains connection boxes to premises shall be carried out at a safe working distance (exclusion zone), which shall be not less than the following:

- (a) For persons (other than licensed electrical workers and for low voltages) - 3000 mm.
- (b) For operating plant where the plant is being operated for its intended purpose (such as cranes, jibs, booms, elevated work platforms) - 3000 mm.
- (c) For vehicles passing under - 600 mm.

- If work is to be carried out near live UNINSULATED (exposed live electrical parts) and/or live INSULATED overhead electric service cables and/or the mains connection boxes (point of connection) inside the designated exclusion zones then the following is to apply:

- Request the electricity supply authority, in writing to carry out a safety inspection and give a written safety advice/report verifying insulation integrity (where applicable) and including any restrictions and control measures on the low voltage uninsulated or insulated electrical service cable and/or mains connection box (point of connection) on the building. Minimum notice period to be given to the electricity supply authority in writing is seven (7) days prior to when the intended work is to commence.

Minimum of seven (7) day's notice required to arrange inspections.

- If the live insulated LOW VOLTAGE overhead service line insulation and mains connection box are designated safe by the owner of the line then the work must proceed as follows and/or in accordance with the written safety advice/report from the electricity supply authority:
 - (1) All workers are to be made aware of the location of the insulated overhead service wire and that it has an electrical current passing through it.
 - (2) Delivery vehicles, plant and machinery operators, scaffolders etc. are to be made aware of the service wire location and care is to be taken during machinery/plant operation and erection of scaffolding, trestles and planks etc. to ensure contact is not made with the live insulated service line.
 - (3) Personnel are NOT TO TOUCH nor allow scaffolding, conductive objects etc. to touch the cable and/or the mains connection box at any time. Personnel can work up to the cable and mains connection box but not touch either item.
 - (4) Power tools MUST NOT be used within 600mm of the mains connection box and/or the service cable.
 - (5) Operating plant MUST maintain a minimum exclusion zone of 1000mm at all times.
 - (6) Vehicles passing under the line must maintain an exclusion zone of 300mm from the insulated service cable at all times. Parked vehicles or vehicles being unloaded must maintain a 3000mm exclusion zone from the overhead service line.
 - (7) As an extra precaution the installation of "tiger tails" by the electricity supply authority should be considered, especially during roofing work or installation of gutters etc. to highlight the location of the insulated service line due to the presence of unprotected sharp edges on the iron.
 - (8) If any conditions/situations change/alter from the initial inspection that will affect the operating procedures, safety requirements, restrictions etc. that were listed on the initial safety advice/report, then a new inspection is to be requested from the electricity supply authority.
- If the overhead insulated service cable and/or the mains connection box are designated unsafe by the electricity supply authority then NO work is to be carried out within the 3.0 metre exclusion zone until the following is carried out:
 - (1) The supply authority must de-energise and upgrade the overhead electrical service cable to the required standard to ensure the safety of all personnel.

- (2) A licensed electrical contractor is to repair/upgrade the mains connection box and any associated electrical service (NOT owned by the supply authority) within the premises to ensure the safety of workers and the occupier of the building.
- (3) Once the insulated overhead electrical service wire has been upgraded and inspected by the electricity supply authority, the procedures detailed above are to be observed.
- o If work is to be carried out and plant is to be used within the designated exclusion zone of a live uninsulated (exposed live electrical part) low voltage overhead electrical service and the line cannot be de-energised/protected and/or isolated then the following will apply:
 - (1) The *Electricity Supply Authority Safety Advice and Code of Practice – Working Near Exposed Live Parts – Electrical Safety Act 2002* are to be referred to prior to commencing any work.
 - (2) The operators of plant and equipment (eg. backhoes, cranes) are to be either instructed persons and/or authorised persons as per the meaning contained in the *Electrical Safety Regulation 2002*.
 - (3) A safety observer zone is to be established and a safety observer with appropriate training in accordance with the *Code of Practice – Working Near Exposed Live Parts – Electrical Safety Act 2002* is to be on site to monitor movement of the plant and equipment and ensure it does not encroach into the designated prohibited exclusion zone of 1.0 metre.
 - (4) If a safety observer is not on site and there are no other approved systems of work or control measures in accordance with the *Electrical Safety Regulation 2002 and Code of Practice*, then the minimum prohibited exclusion zone of 3.0 metres for untrained persons operating plant will apply.
- o Workers, Leading Hands, Forepersons etc. will constantly check and monitor the agreed work methods/procedures while work is in progress.

Attachment:

- *Request for Safety Inspection of an Electrical Service*

13.0 Machinery/Plant/Equipment Vehicles and Tools

- All speed limits, traffic rules, signs and directions are to be obeyed at all times within the site and surrounding areas. Motor vehicles, trucks etc. are not to be overloaded or carry loads in excess of legal dimensions/weight without the appropriate permits, signs, lights etc.
- All plant, vehicles, equipment etc. are to have the required current registration, certification, be adequately maintained, have all guards effective and operational, be suitable for the application and comply with current Australian Standards and/or Statutory requirements. Contractors working with plant are to complete the *Plant and Equipment Register* and return a copy to (company name)'s site management.
- Operators of plant/machinery are to ensure they are aware of any hazards that may put their safety at risk (eg. overhead power wires, stay wires, underground services, unstable ground) prior to commencing work. Operators must ensure a clear safety exclusion zone is maintained around machine operations at all times.
- Plant, machinery and vehicles etc. are to be operated in accordance with statutory requirements and manufacturer's instructions and all operators are to be experienced and

hold a current relevant certificate of competency, licence and/or have documented evidence of experience applicable to the item they are to operate.

- Seat belts where fitted, must be worn at all times during operation and buckets, blades, implements etc. must be lowered when not in use. Operators are not to leave the operating position of machinery/vehicles unless the engine has been turned off and parking brakes etc. have been engaged.
- Fuel powered plant and equipment are not to be used in or near areas where exhaust/toxic fumes can accumulate such as in enclosed and/or internal rooms, car parks, basements, structures, in or near excavations, pits and/or any other areas that have limited means of natural and/or mechanical ventilation that can adequately disperse any fume build-up.
- Lifting gear (slings, lifting chains etc.) is not to be overloaded and must be checked before use for visible signs of damage and/or wear and is to be inspected by a competent person at intervals designated by Legislative Requirements and Australian Standards. Hook or load riding is not permitted and passengers must not ride on machinery not intended for the carrying of personnel.
- Lifting operations involving cranes are to be under the direction of a competent and experienced "dogger" at all times.
- Personnel are to wear approved safety harnesses attached by lanyards to suitable anchor points within the work platform/box while operating and/or working from boom type elevating work platforms (eg. cherry pickers) or workboxes attached to and/or suspended from cranes etc. Only approved purpose built/manufactured and certified workboxes/work platforms, lifting devices or attachments are to be used for moving personnel, equipment and materials.
- Personnel are not to exit or enter the work platform/box of elevating work platforms (scissor or boom type) or crane workboxes while they are in the elevated position.
- Boom type elevating work platforms with a boom length of 11.0 metres or more must be operated by a person who is the holder of a *Prescribed Occupation Certificate of Competency*. Operators of boom type elevating work platforms with a boom length less than 11.0 metres and scissor lifts must have received instruction in their correct operating procedures prior to use.
- Personnel working around and/or directing machinery on site are to wear high visibility clothing.
- Items/materials that are to be cut, drilled, routed, planned and/or shaped in any way by a power tool are to be securely clamped to a stable work bench etc. to prevent movement.

Attachment:

- *Plant and Equipment Register*

14.0 Working at Heights

- A risk assessment is to be conducted prior to commencing any height work to assess the degree of risk and formulate work procedures and control measures necessary to carry out the tasks in a manner that will minimise/eliminate any risk to the health and safety of personnel.
- Guardrailing, edge protection, scaffolding, travel restraint devices, work platforms and appropriate work procedures (systems of work to minimise risk), whichever is identified by the *Risk Assessment/Work Method Statement* are to be in place while working at heights

(eg. on roofs, erecting roof trusses) and/or above obstructions/projections where there is a possibility of falls resulting in serious injuries from:

- o 3.0 metres or more for housing work.
- o 2.0 metres or more for non-housing work.
- o Or if the fall could result in death or injury irrespective of height.

- Edge protection is to have engineer's/manufacture's certification, be suitable for the application and erected in accordance with manufacturer's/supplier's specifications.
 - If fall arrest systems are used, the vertical fall distance from the work surface/platform to the lower ground level or obstruction is to be assessed when determining if the use of a fall arrest system is suitable to ensure the person does not hit the ground or object when using the system. An approved and documented rescue system and procedures must be in place when fall arrest systems are to be used.
 - Anchorage points for fall arrest systems are to have the minimum capabilities:
 - o One person – limited free fall 12kN.
 - o One person – free fall – 15kN.
 - o Two persons – free fall – 20kN.
 - Where travel restraint devices and work methods are used, tether lines are to be shortened and fixed in such a manner to suitable anchor points that ensures the person/s cannot place themselves in a fall situation (refer to *Work on Roofs – Basic Fall Prevention Techniques* procedures).
- Note:** Personnel are NOT to use fall arrest or travel restraint systems or carry out associated work unless they have received appropriate training in and are competent in the correct procedures and use of height safety, travel restraint or fall arrest equipment and systems.
- All travel restraint/fall arrest equipment/components are to be inspected by a competent person at six (6) monthly intervals and a written record of the inspection is to be kept. Any damaged or defective components/equipment is to be removed from service.
 - All height work should be carried out from enclosed environments (eg. scaffolds, elevating work platforms) where practical.
 - Structural stability/soundness of the building/structure is to be assured prior to personnel commencing roofing operations or any other height work.
 - Individual sheets of roofing iron/roofing tiles are to be securely tacked/fixed in position prior to personnel walking on them or using them as a work surface to fix subsequent sheeting/tiles.
 - At no time are items to be thrown up or down to other workers on different levels. All items are to be lifted to other levels by appropriate lifting methods/systems.
 - Only competent and experienced personnel are to be engaged in activities involving height work.

15.0 Housekeeping/Miscellaneous

- Work areas are to be kept clean and tidy with all rubbish/trade waste to be removed and placed in appropriate receptacles on a daily or regular basis. The site/work area is to be left in a safe condition on termination of daily work, so as not to pose a hazard to other workers or the public.
- Alcohol, drugs or substances of abuse are not to be brought onto or consumed at the workplace or on site. Any personnel who appear to be, or are visibly and/or physically

affected by alcohol, drugs or substances of abuse will not be permitted to carry out any work on site.

- Personnel may be instantly dismissed and removed from the workplace, if they are found to be under the influence of, or consuming alcohol or substances of abuse during working hours, or while in charge of, or operating machinery, plant, vehicles, tools or equipment.
- All nails, bolts, reo bars or other protrusions are to be removed, bent/cranked over and/or protected.
- Glass bottles, dogs, animals etc. are not permitted in the workplace or on site at any time.
- Appropriate fire extinguishers are to be attached to, or kept in close proximity to any heat producing or welding equipment during use.
- Fire extinguishers are to be checked, tested and tagged by competent personnel at the prescribed intervals.
- All trade waste, rubbish, cement blocks, vegetation cuttings etc. that could pose a hazard to equipment, personnel or the public are not to be left unattended or unprotected on roadways, public footpaths or access ways.
- Operators of nail guns and explosive powered operated tools are to ensure signs warning of the use of these tools are displayed in conspicuous locations to warn of the danger. Safety exclusion zones are to be defined and barricaded behind or below work areas, if there is a possibility/danger of nails/projectiles passing through the material being worked on and endangering other workers.
- Direct acting explosive power operated power tools are not to be used on (company name) construction sites or workplaces. Only piston type indirect acting explosive power operated power tools are to be operated/used in accordance with (company name)'s *Explosive Power Tool Usage Guidelines*.
- Personnel drilling holes or using nail guns etc. are to ensure that services (eg. power, gas, water) are not located in the immediate work area behind, or in walls/floors etc. where there is a possibility of the drill or fixing coming into contact with, or penetrating the service.
- Excessive airborne dust from sanding, cutting and/or grinding operations etc. is to be contained and removed from the work area by means of dust extraction equipment and the work area is to be vacuumed and/or wiped down to remove any residue after the work has been completed.
- Cleaning of paint brushes, roller covers, paint trays, plastering trowels, buckets, tools etc. is to be carried out off site or the cleaning is to be carried out in portable containers that can be removed and the contents disposed of away from the site. Under no circumstances are painters or plasterers to carry out any cleaning on site using garden beds, wash basins, drains, amenities or any other service/receptacle where the contaminated water/fluids can enter the stormwater, sewerage and/or drainage system.
- All contaminated water, solvents and any other liquid and/or powdered/solid waste generated as the result of plastering/painting/building operations is to be removed from the site for disposal in a designated waste disposal facility.
- Nuisance fumes/odours resulting from the use of adhesives, paint and/or other chemicals/substances are to be removed from the work area by the use of fume extraction equipment and/or natural ventilation.
- Air conditioning and ventilation vents that service other areas of a building are to be isolated from areas where work generating dust or fumes is being undertaken to prevent contamination of other areas or rooms etc.

- Violations of safety rules and requirements will be addressed as follows:
 - 1st offence - verbal warning.
 - 2nd offence - written warning.
 - 3rd offence - instant dismissal and/or removal from site.

16.0 Syringes, Needles and Sharps

- Personnel working in risk areas such as public housing and toilets, jails and detention centres, public places, schools, police stations etc. are NOT to place their hands into areas where used needles or sharps could be concealed and also in areas where personnel cannot visually determine what is on top of, in or behind such as but not limited to:
 - Rubbish bins and bags
 - Toilet pedestals and cisterns
 - In drainage systems and pits
 - Garden or planter beds and/or pot plants
 - Cupboards and vanity units etc.
 - Elevated window sills
 - Air Conditioning systems
 - Ceiling or crawl spaces in or under buildings
 - Roof guttering
- If a needle or sharp is located the following procedures are to be observed:
 - Remove all personnel from the immediate area.
 - Do NOT attempt to pick the sharp/needle/syringe up by the point of the sharp.
 - DO NOT attempt to bend or break off the needle/sharp.
 - DO NOT attempt to replace the plastic cap on the needle/sharp.
 - Place rubber/latex gloves on both hands (Note: These gloves will not protect the wearer against needle-stick injuries, they are for protection against bodily fluids etc. that may be present on the main plastic body of the syringe).
 - Place and secure an approved sharps container on a level flat surface and remove the lid. DO NOT hold onto the sharps container at any time whilst attempting to place a sharps into it.
 - Use forceps to pick up the sharp by the main plastic body of the syringe, ensuring the point is always facing away from the person picking it up. If forceps are not available and it is deemed safe, pick the syringe up by the top of the plunger or plastic main body always keeping the needle/sharps point facing away from the person at all times.
 - Place the sharp into the container (needle point first) and securely replace the lid holding the container by the top.
 - Wash the forceps thoroughly and replace them into the clean-up kit.
 - Remove gloves and place them in a plastic bag and dispose of them in a rubbish receptacle.
 - Wash hands thoroughly using soap and water.
 - Remove the sealed sharps container to an approved regulated waste disposal facility (eg. hospitals, local government facilities, needle exchange facilities). As sharps and needles etc. are regulated waste they MUST NOT be disposed of or mixed in with normal domestic or trade waste.
 - Record the incident including information regarding the location, the number of sharps recovered and how, where and when the sharp's container was disposed of.
- In the event of a needle-stick injury occurring the following procedures are to be observed:
 - Remain calm.
 - If able to do so, remove the sharp or part of the sharp if it is still lodged in the skin. Persons assisting someone else are to ensure they avoid direct contact with blood etc. (wear latex gloves) from the injured person.
 - Contaminated equipment (forceps, gloves etc.) is to be placed in a sealed plastic bag and sharps in an approved sharps container with a sealable lid.
 - Gently squeeze the wound to promote bleeding.

- Wash the injured area with soap and water and/or antiseptic.
- Apply antiseptic and cover the needle-stick injury with a bandaid.
- The injured person is to visit their doctor immediately for advice and treatment.
- The incident is to be reported to site management to enable investigation and ensure all relevant information is recorded.

17.0 Competent Personnel and Training

- Personnel are not to carry out any works that are considered unsafe, they are not familiar with, have not been trained to perform or are not licensed to do, if in doubt ask your supervisor or (company name)'s site management.
- Personnel working in prescribed occupations are to be experienced and hold current relevant certificates of competency, or if in training they are to be supervised by a suitably qualified and competent person and a record is to be kept of their training. Details of personnel working in prescribed occupations are to be completed on the attached *Prescribed Occupation Certificates of Competency Register*.
- Trades personnel must be competent, experienced and should hold appropriate trade qualifications. Apprentices and trainees are to be supervised at all times by suitably qualified and experienced trades or other relevant personnel.
- All work is to be carried out in accordance with Statutory Requirements, Australian Standards and recognised industry work practices and methods.
- Contractors with persons working in prescribed occupations are to complete the *Certificates of Competency Register* prior to commencing work on site.
- Electrical contractors are to complete an *Electrical Licence Register* for all employees and subcontractors carrying out electrical work on (company name) construction sites and workplaces.

Attachments:

- *Prescribed Occupation "Certificates of Competency" Register*
- *Electrical Licence Register*

18.0 Barricades, Hoardings, Signs and Site Access

- (company name) personnel and/or contractors are to ensure barricades, fencing, hoardings, signs etc (whichever is appropriate) are erected to prevent access by unauthorised personnel to the site or hazardous work areas during construction and/or hazardous operations.
- Barricades/hoardings/fencing are to be of a standard and construction that clearly defines and restricts all unauthorised personnel from entering the work area and exclusion zones and are to be erected in accordance with Statutory Authorities' and manufacturers' requirements. Access points must be kept closed at all times when personnel are not using them to enter and exit the work area.
- Distances out from the building or structure for erection and designated heights of barricades, fencing or hoardings are to be in accordance with (company name) Standards and the *Workplace Health and Safety Regulation 1997*:
 - If the angle from the highest point of the building to the proposed line that a hoarding/barricade will be erected along:

- (1) Is NOT more than 15°, than the erected height of a hoarding (projects usually in excess of 1 day's duration) or barricade (projects usually of one day or less duration or as designated) is to be at least 900mm.
 - (2) Is more than 15° but less than 30°, than the erected height of the hoarding (irrespective of project duration) is to be at least 1800mm.
 - (3) Is more than 30° but less than 75° then the 1800mm high hoarding must also be fully sheeted with timber, plywood, metal, or sturdy synthetic sheeting and must withstand a horizontal force of 500 N/m² applied over 1 m² at the top of the hoarding midway between any post and its nearest post without deforming permanently and 950 N over 1500 mm² at any point on the hoarding without penetrating the hoarding.
 - (4) Is more than 75°, than an 1800mm high fully sheeted hoarding as above, which is not part of a gantry is to be erected and must withstand a horizontal force of 500 N/m² applied over 1 m² at the top of the hoarding midway between any post and its nearest post without deforming permanently and 950 N over 1500 mm² at any point on the hoarding without penetrating the hoarding OR alternatively a complying gantry is to be erected.
 - (5) If perimeter containment screening is required to be erected along the perimeter of the scaffold, building, structure, hoarding, site etc. to prevent objects falling on and/or hitting members of the public and/or other workers in adjoining areas, public spaces etc, then it must comply with the following:
 - Mesh panels with openings of 25mm x 25mm or 50mm x 25mm with a minimum wire thickness of 2.5mm (no prescribed lining required to be fixed to the mesh with these size openings).
 - Mesh panels with openings of 50mm x 50mm with a minimum wire thickness of 2.5mm with prescribed lining fixed to the internal surface of the of the mesh (prescribed lining must be fixed to mesh with these size openings)
 - The structure to which the containment screening is to be attached must be capable of bearing the load of the screen and any extra wind loading that may be imposed due to the surface area of the screening.
- Hoardings, fence panels etc. are to be designed, manufactured and erected to withstand imposed wind loadings that may be present on the site particularly if the structure is of solid construction or has shade cloth or similar material fixed to the external face.
 - Hoardings, fence panels etc. are to be secured/fixed/erected in such a manner that they will not topple over or dislodge as a result of reasonable force from contact with plant, materials or personnel and/or windy conditions etc.
 - (company name) personnel and/or contractors are to ensure exclusion zones are defined and barricaded below areas where personnel are working at heights and there is a risk of injury from falling objects etc.
 - Barricades etc. are not to be crossed over, pulled down or removed by unauthorised personnel at any time.
 - Protective caps are to be fitted to the tops of star pickets at all times to prevent injuries.
 - Barricading and/or mesh fencing is to be a minimum height of 900mm and is to be kept taut at all times and supported at maximum intervals of 2.4 metres. If the barricading or mesh fencing cannot be kept taut between supports than a top wire is to be used and the mesh is to be attached to the top wire by means of cable ties etc.
 - Appropriate mandatory and warning signs must be erected at entrances and at other conspicuous locations on the fencing, barricading to inform personnel as to the nature of the site and the health and safety requirements for entry onto the site.

- Personnel are to ensure all visitors report to the site office/supervisor or other designated person on arrival. Visitors are not permitted on site unless they have obtained permission from site management and are accompanied by a site management representative or other inducted site personnel.
- Employees and subcontractors arranging services or delivery of materials to site are to advise the relevant suppliers/delivery drivers of the site safety requirements.
- At no time are hazardous or incomplete stairways, verandahs and floor/slab edges or penetrations to be left unprotected without suitable barricades, signs and/or edge protection in place. Access doorways are to have signs erected, barricaded and locked to prevent access to areas, where landings and stairways have been removed or are in an unsafe condition.

19.0 ARC Welding, Oxy/Acetylene and LPG Equipment/Services

Note: Hot Work Permits are to be completed and approved prior to any hot work being carried out in buildings and/or in other designated areas to prevent fire and ensure fire fighting/protection equipment is not inadvertently activated due to excess smoke and heat being generated. The Building Security Coordinator/Manager and (company name) site management are to approve all permits prior to any hot work being carried out.

- Personnel are to ensure welding screens, signs, barricades etc. are in place, where practical to protect other personnel from welding flashes etc.
- Appropriate personal protective equipment is to be worn during welding, heating or cutting activities.
- Adequate exclusion zones around and below welding/cutting operations are to be kept clear and defined with barricades and signs.
- An appropriate fire extinguisher must be securely fixed to or kept in close proximity to all electric ARC welding, oxy/acetylene and LPG welding, heating and cutting plants.
- Oxy/acetylene plants are to be fitted with flash back arrestors at the regulators (minimum requirement) and stored upright in an approved trolley or secured by other suitable means.
- The maximum length of oxygen/acetylene delivery hoses is not to exceed 15 metres. Oxygen/acetylene hoses are to be totally uncoiled and oxy/acetylene plant is not to be operated while hoses are wrapped around the cylinders or trolley.
- Oxy/acetylene cylinders are to be placed and secured upright in an approved gas cylinder storage cabinet with appropriate external venting whilst being transported in vans and/or enclosed vehicles with limited or insufficient ventilation.
- Gas cylinders irrespective of contents are to be transported in an upright position with the valves uppermost and secured to prevent dislodgment unless specified otherwise by the supplier/manufacture and/or Statutory Authority.
- Cylinders irrespective of the contents are to be turned off at the control valve fitted to the cylinder prior to relocating the cylinder/s at the workplace. This provision also applies whilst cylinders (empty or full) are being transported in vehicles.
- Gas hoses, cylinders, gauges, fittings, ARC welding leads etc. are to be in a serviceable condition, suitable for the application, operating and cylinder pressures used as per manufacturer's specifications and must be inspected prior to use.
- Oils, greases and similar based compounds, incompatible thread/sealing tapes and compounds or any other unapproved/incompatible chemicals or materials are not to be

used on gas equipment especially near any equipment that will come into contact with oxygen.

- Personnel who do not hold the relevant Gas Licence are not to carry out any alterations/repairs etc. on LPGas installations/equipment/appliances. The licence holder who carries out any new work, repairs or alterations to a LPGas installation is to ensure the appropriate paperwork (Form 8) is submitted to (company name) immediately after the work is completed and tested.

Attachment:

- *Hot Work Permit*

20.0 Building Erection

- Erection sequence and work procedures are to be planned by a competent, qualified and experienced person, to ensure the safety of personnel and prevent structure failure during erection.
- Erection and fixing of framing, trusses, structural steel components etc. is to be carried out by competent, qualified and experienced personnel. Crane lifting and load slinging operations are to be under the control of a certified dogger at all times.
- The stability of structural members is to be ensured by means of ties, braces, anchor/fixing bolts, or other suitable means before releasing lifting gear, slings, chains etc.
- Cranes or other suitable mechanical devices with adequate reach and lifting capacities are to be used to position structural members, which are considered too heavy, awkward or hazardous to be erected by other means.
- Tag lines must be attached to the ends of components/loads to maintain control during crane lifting operations.
- Structure stability is to be assured at all times. Unattended and incomplete buildings/structures are NOT to be left in an unsafe and hazardous condition, so as to pose a risk to the health and safety of site personnel or the public.
- Propping and/or jacking of support beams, joists, structural members etc. is to be assessed by a competent person and carried out in a manner that does not put personnel at risk and/or compromise the structural integrity of the structure/member.
- Props are to be positioned on stable and level bases/foundations capable of withstanding the intended imposed load and secured in position by suitable anchors top and bottom to prevent dislodgement.
- Jacks with the required lifting capacity are to be placed on suitable stable and level bases/foundations capable of withstanding the imposed load and secured against dislodgement.
- The head of the props and/or jacks are to be positioned directly under and in the centre of the structural member that is to be lifted and/or propped.
- Erection and building methods are to comply with all relevant Standards, Statutory Requirements and recognised industry work methods and practices.

21.0 Erection of Trusses, Roof Battens and Roofing

- Roof trusses, timber and steel roof battens including span distances are to comply with the relevant Australian Standard and are to be erected in accordance with manufacturer's specifications.
- Roof battens are to be made of a suitable material that has the capability to prevent a fall through and/or support a person should personnel fall against them.
- Trusses are to be placed and secured from work platforms with appropriate edge protection fitted where applicable (eg. trestles and planks or scaffolding) and erected to extend either externally or internally along the length of both fixing point walls. Personnel are not to "walk the top plate" to walk out/position trusses at any time. Work platforms can be modular, mobile or trestle and plank scaffolding, boom or scissor type elevating work platforms etc. operated and erected to comply with Legislative and manufacturer's requirements.
- The stability of the roof trusses/framing is to be assured prior to personnel attempting to secure roofing battens and place roof sheeting.
- Personnel placing and securing roof battens are to be protected and are to work from an enclosed environment (eg. scaffolding, deck guardrail or equivalent) and work up from the bottom of the truss/rafter towards and finish at the ridge/peak of the roof framing. Personnel are to have at least one secured batten to stand on and one secured batten in front of them as a fall protection/rest while they are securing the third or subsequent battens in place and/or they can work from an approved work platform.
- When the spacing of trusses and roof battens exceed 600mm the following procedures are to be considered and the most appropriate (one and/or a combination) of them are to apply after conducting a risk assessment to provide the optimum fall protection directly under personnel during placement of roofing battens and/or roof sheeting:

Note: Any control measure to be used as a fall prevention cover/platform under the work area must be constructed of a material capable of withstanding a person falling against it and is to be installed as close as possible directly under the work area if a person can fall 3.0 metres for housing construction work and 2.0 metres for other construction work or less where other identified hazards are present below the work area and pose a risk to personnel in the event of a fall.

- Installation of scaffold planks (minimum overhang 150mm, maximum overhang 250mm) on appropriate secured structural supports and/or the structural bottom chord of the roof truss and secured between trusses to prevent dislodgement so as to form an effective work platform and fall prevention cover/barrier.
- Installation of the (company name) truss bracket work platform on appropriate secured structural supports and/or the structural bottom chord of the roof truss and secured between trusses to prevent dislodgement so as to form an effective work platform and fall prevention barrier. The truss platform is to be erected as per (company name)'s *Work Method Statement* for this configuration.
- Mobile/modular scaffolds placed below work areas during placement of roofing iron to form a work/catch platform erected as per manufacturer's specifications.
- Installation of roofsafe mesh or other appropriate and approved fall prevention barrier material installed as per manufacturer's specifications. When installing roofsafe mesh or other suitable fall prevention barrier material and personnel are required to work on/from the roof framing then supplementary fall prevention barriers must be used during installation.
- Installation of intermediate roofing battens secured to the topside of the trusses and between main support roofing battens to decrease the gap to approx. 450mm or

less. The battens are to be made of a material that has the capability to prevent a fall through and/or support a person should personnel fall against them.

- Existing ceiling and support structure is structurally sound and will prevent personnel from falling.
- Personnel are not to work outside the areas that are not protected by edge protection, scaffolding, fall barriers etc. unless a risk assessment has been conducted and they have other means of protection such as a travel restraint system.
- If the roof pitch exceeds 26 degrees a further risk assessment must be undertaken to assess if extra precautions should be put in place. Any extra measures identified/implemented can also be put in place for roof pitches less than 26 degrees especially if the risk is assessed at medium or high or the nature of the project warrants their use.

22.0 Renovation/Demolition of Existing Structures, Walls etc.

- Suitable signs, barricades, fencing or hoardings etc. (whichever is appropriate) are to be erected around the perimeter of the demolition/renovation work area to prevent access by unauthorised personnel.
- Demolition and work procedures are to be planned by a competent, qualified and experienced person, to ensure the safety of personnel and prevent structure failure during erection.
- The building framing/structure is to be demolished/removed in a systematic manner and is not to be left in an unsafe condition at any time, so as it would pose a risk to the health and safety of site personnel or the public.
- All services (eg. power, water, gas) are to be located, disconnected and/or made safe by competent and experienced trades personnel prior to demolition/renovation work commencing in the respective work areas.
- The site is to be inspected by competent and experienced personnel prior to any demolition/renovation works, to identify any hazardous materials or conditions that could pose a risk to the health and safety of site personnel. The nature and location of each hazard is to be recorded, along with the work methods and procedures that will be used to overcome the hazards. A copy of these records and procedures are to be kept on-site for perusal by demolition/renovation personnel. Personnel are to be warned of any hazardous conditions or materials that have been identified or uncovered and these must be removed or eliminated before demolition/renovation can proceed.
- Demolition contractors are to hold a current *Certificate to Perform a Prescribed Activity D1 for Demolition* that is for demolition work that the contractor is to carry out at the workplace. Supervision of the prescribed activity must be directly supervised by a competent person, D2 for demolition at all times. The contractor's workers and subcontractors are to be competent and experienced in the work they are to undertake and are to hold relevant applicable qualifications, Licences and Certificates of Competency.

Note: All plumbing and electrical work is to be performed by qualified and competent personnel who are the holders of current relevant trade licenses/competencies.

- The removal of asbestos sheeting from the building is to be carried out in accordance with current Legislation and relevant Standards and (company name)'s asbestos program – *Workplace Health and Safety Plan/Work Method Statements for Asbestos Removal*.

23.0 Excavations, Trenches, Pits and Manholes

- A *Permit to Dig* is to be completed by the person/contractor who is to carry out the excavation/trenching work and is to be approved by site management prior to any work being undertaken.
- All existing underground services MUST be located and recorded within the Safety Plan before excavations commence. Contractor's and (company name) employees are not to commence excavations without prior approval of (company name)'s site management/supervisor. DIAL BEFORE YOU DIG 1100 and also contact other relevant sources and Local Authorities.
- If electrical services are present then the person carrying out the excavation work is not to commence any work at or near the service until the following prescribed information has been received in writing from site management:
 - Location of the service.
 - Type of the service.
 - Depth of the service.
 - Whether the service is or is not alive.
 - Restrictions, work procedures to be followed in doing the work.
- Excavations and openings in working surfaces must be adequately defined and protected with suitable fencing, hoardings, barricades, signs and/or hole covers whichever is the most appropriate. Taut barricading is to be erected at a minimum distance of 1.8 metres out from the edge of the excavation.
- Excavations near driveways, footpaths, roads, buildings and/or other structures are to be planned by a competent person and control measures implemented to ensure the stability of the item is not compromised and personnel are not placed at risk by collapse of the structure or route.
- Trenches and excavations LESS than 1.5 metre in depth may require shoring, benching or battering due to soil instability etc. and each situation must be assessed and a risk assessment carried out before personnel enter the excavation. If control measures to prevent trench collapse are required then a *Work Method Statement* (if procedures are not already covered in this workplan) is to be formulated and approved prior to any work commencing and/or prior to any personnel entering the trench/excavation.
- All excavations, trenches etc. GREATER than 1.5 metres in depth must have all sides shored, benched or battered unless certified in writing by a geo-technical engineer that the trench/excavation walls are safe from collapse. Excavations greater than 1.5 metres in depth are to have a *Work Method Statement* (if procedures are not already covered in this workplan) formulated and approved prior to any work commencing and/or prior to any personnel entering the trench/excavation.
- Shoring that is commercially manufactured is to be engineer designed, suitable for the use and erected in accordance with manufacturer's specifications. Non-commercial shoring must be designed and approved by a competent person prior to use.
- Safe access is to be provided in all excavations where personnel are required to work. If ladders are to be used for access, they are to be placed no more than nine (9) metres apart.
- Excavations are to be planned and supervised by competent and experienced personnel and are to be inspected daily by an experienced person to ensure subsidence, water seepage, cracks etc. are not present and compromising excavation/trench stability. Personnel are to ensure there is no risk to the health and safety of themselves or others before entering trenches or excavations etc.

- Machinery, equipment, materials and excavated soil are to be kept back a minimum of 1000mm from the edges of all excavations or at a distance defined by a 45 degree line extending from the internal corner of excavation base to the surface whichever is the greater.
- Fuel powered plant and machinery are not to be used in or near excavations/trenches etc. to prevent carbon monoxide/fume build up.
- All materials, equipment, work methods and procedures are to meet current Australian Standards and/or Statutory requirements.
- Work in pits and manholes is to be assessed on an individual basis taking into account access, the location of the pit/manhole and possibility of hazards such as:
 - **Needles, syringes, glass, blades and scalpels etc.** - use of appropriate tongs, grabs, scoops, sharps containers, gloves, overalls, work methods etc.
 - **Contaminated water, sewage, gases and flammable liquids** - use of appropriate liquid waste disposal contractors, gas detectors etc.
 - **Snakes and spiders etc.** - Do not aggravate snakes; let them move of their own free will. Spray spiders with suitable insect spray and/or remove with broom, shovel or other suitable device.
- Open pits and manholes are not to be left unguarded at any time.

Attachment:

- *Permit to Dig*

24.0 Environmental Requirements

- Prior to carrying out any work that has the potential to harm or contaminate the environment, site management is to refer to (company name)'s Environmental Standards and the associated standard procedures and work processes to ensure compliance.
- Sediment transport control where excavations are required to be undertaken is to be assessed to control run-off, sediment/silt discharge onto roadways or into drains, waterways etc. Some sediment transport control measures are as follows:
 - **Sediment fence:** A sediment fence is constructed of a geotextile filter fabric supported by posts and reinforced by wire mesh.
 - **Hay and straw bales:** Hay and straw bales can be used in much the same way as the sediment fence.
- Pumping out/disposal of water from manholes, pits and excavations etc. is to be undertaken as follows:
 - **Uncontaminated water:** If the water contained in the manhole/pit is not identified/considered to be contaminated, then the water can be pumped out, but the discharge point of the delivery hose is to have a filter attachment (eg. a hessian bag, geotextile material sock or other suitable temporary filter medium) to capture any debris/sediment that may be present in the waste water.
 - If the uncontaminated and sediment free waste water is to be discharged onto an unpaved area, then it should be over a grassed area (eg. nature strip) taking necessary precautions to prevent soil erosion or damage to plants etc. and/or discharge into the drainage system. If the waste water is to be discharged onto a paved area, then a geotextile bund should be established at the drainage inlet point to capture any sediment not caught in the initial filtering process.
 - **Contaminated water:** If the water contained in the manhole/pit is suspected/identified as being contaminated in anyway, then a licensed waste

disposal/transport contractor is to be engaged to pump out the suspect waste water from the pit for disposal at a recognised/approved disposal facility.

- **Recording:** A record is to be kept of the estimated quantity of waste water pumped out and/or disposed of, the location of the manhole/pit from which it came as well as the means, method and procedures undertaken to dispose of the waste water.
- Machinery and other sources of noise pollution can be controlled by some of the following means:
 - Sound deadening/proofing of machinery.
 - Working out of hours provided owners/tenants of adjacent or adjoining properties/buildings will not be affected and hours of work are not in contravention of relevant Statutory and Local Authorities' requirements.
 - Erection of noise deflection/containment barriers.
 - Ensure machinery exhaust/muffler system is effective and functional.
 - Substitution of fuel powered equipment for electrical powered equipment if practical.
- Airborne dust from unstable or dry unpaved/non vegetated ground surface areas of the construction site and/or soil stockpiles is to be controlled by means of wetting down or covering with a suitable medium.
- Excessive mud and sediment that may become attached to the underside of the body and wheels of plant/vehicles while on the construction site during wet and muddy conditions is to be removed on the site to prevent transportation of the mud etc. to paved roadways/access-ways etc. Run off from the wash-down area is to be contained by sediment/silt control fences or other suitable and approved means.
- Conservation issues in relation to flora and fauna are to be monitored and individual control measures will be put in place to eliminate/minimise any impact construction operations will have on the environment at the workplace. Prior to work commencing all necessary permits/requirements are to be obtained from the relevant Statutory Authorities (eg. Environmental Protection Authority, DPI - Forestry, Local Authorities) in relation to work that has the potential to disturb flora growth and fauna habitats and/or the work is to be carried out in a protected area (eg. National Park, Forestry Reserve/State Forest).
- Excavated areas are to be reinstated to the requirements and satisfaction of the relevant governing authority that has jurisdiction over the workplace where the work has been carried out. Work at the workplace requiring permits is only to be carried out within the conditions outlined in the permits and any other identified ancillary works outside of these guidelines are not to be undertaken until written permission has been obtained from the necessary authority.
- Excavation in unprotected areas of flora growth and fauna habitats is to be undertaken with the same degree of care that is required on crown land or in forestry or park reserves to prevent the unnecessary disturbance or destruction of the environment.

Attachments:

- *Environmental Control Management Plan*
- *Sediment Transport Control – "Sediment Fence"*
- *Sediment Transport Control – "Hay and Straw Bales"*
- *Sediment Transport Control – "Shake-down Areas"*
- *General Site Management Work Procedure SG-1*

25.0 Removal of Bonded Asbestos Containing Materials (ACM)

- **Asbestos Containing Material (ACM)** means any material, object, product or debris that contains asbestos.
- **ACM related work** means any work that involves working on (drilling, cutting, scraping, cleaning, repairing etc), removing or working in close proximity to, installed ACM.
- **Bonded ACM** means asbestos containing materials (ACM) containing a bonding compound reinforced with asbestos fibres.
- Refer to the on-site *Building Management Plan (BMP)* prior to carrying out any work to determine the type and location of any ACM (eg. asbestos-cement sheeting, vinyl tiles) that may be present. If the on-site *Building Management Plan* is not available then contact the Regional Safety/Asbestos Coordinator to examine the duplicate copy at the Regional Office to verify the presence/location of ACM.
- If ACM is suspected (due to the age of the building and/or local knowledge) and there is no *Building Management Plan* and/or Asbestos Register on site, then an experienced and competent person is to undertake an inspection to identify the presence, type and location of any ACM that may be present prior to any work being carried out. If a competent person is also not available then any suspect materials/products must be presumed to contain asbestos and is to be removed and disposed of as ACM in accordance with (company name) Standards and Legislative requirements.
- The need for air monitoring is to be determined and documented by a competent person who is independent of the person responsible for the removal work, prior to any ACM related work being carried out.
- All work involving ACM (removal, drilling, cutting or penetrations, scraping, repairing and/or clean-up etc.) is to be performed outside the normal operating hours of the facility/building and/or when the facility/building is unoccupied by arrangement with the owner/tenant.
- **Barricades/fencing and signage** – isolation of the asbestos work area:
 - There should always be two boundaries for ACM related work. The boundary of the asbestos work area and the boundary of a 'buffer' zone around the asbestos work area which for removal work is called the asbestos removal site.
 - The positioning of barriers should be determined by the risk assessment process and documented in the work method statement. *Note: Previous experience with similar work is useful in determining the location of barriers.*
 - The boundaries of the asbestos work area and the surrounding 'buffer' zone must be clearly defined by the strategic placement of barriers and the display of applicable signage. As a minimum requirement signage must warn persons entering the site and/or work area that:
 - ACM related work is in progress.
 - The inhalation of asbestos fibres is a hazard.
 - Entry is restricted to authorised persons only.
 - Respiratory protection is essential (the efficiency of the required respiratory protection must also be stated eg P1, P2, P3).
 - Other essential Personal Protective Equipment (PPE) that must be worn.
 - Specific workplace health and safety requirements that may apply.
- All windows and doors should be closed and air vents, air conditioning intakes, ventilation grilles, perforated ceilings/walls, penetrations and the like sealed prior to the removal of bonded ACM (eg. asbestos-cement sheeting).

- Every effort shall be made to minimise the generation and spread of dust. When handling and stacking bonded ACM (eg. asbestos-cement sheeting), care should be taken to avoid abrasive actions, which may result in the release of asbestos fibre. Special care shall be taken when removing loose ACM pieces/fibre/debris from areas adjacent to the asbestos work area to ensure that asbestos dust is not released into the atmosphere.
- Power tools shall not be used except for the removal/unscrewing of fasteners only.
- Bonded ACM shall be removed with minimal breakage and where applicable lowered to the ground and is not to be dropped from any height under any circumstances.

Certificate to Perform Asbestos Removal Work

- Asbestos removal work must only be performed by the holder of a current Business Certificate to perform the prescribed activity of asbestos removal work issued by the Department of Industrial Relations.
- There are two (2) classes of certificate to perform asbestos removal work:
 - An *A Class Certificate* certifies the certificate holder (relevant person) to perform:
 - The removal of friable asbestos containing material; **and also**
 - The removal of 10m² or more of bonded asbestos containing material.
 - A *B Class Certificate* certifies the certificate holder (relevant person) to perform:
 - The removal of 10m² or more of bonded asbestos containing material **only**.

Certificate to Supervise Asbestos Removal Work

- Asbestos removal work must be directly supervised by a person who is the holder of a current certificate as a competent person to supervise the performance of the prescribed activity of asbestos removal work issued by the Department of Industrial Relations.
- There are two (2) classes of certificate for a competent person to supervise the performance of the prescribed activity of asbestos removal work:
 - An *A Class Certificate* certifies the certificate holder as a competent person to supervise the performance of:
 - The removal of friable asbestos containing material; **and also**
 - The removal of 10m² or more of bonded asbestos containing material.
 - A *B Class Certificate* certifies the certificate holder as a competent person to supervise the performance of:
 - The removal of 10m² or more of bonded asbestos containing material **only**.
- Where bonded ACM cannot be removed in accordance with these guidelines, and/or where damage occurs to bonded ACM as a result of wilful or reckless behaviour, then the holder of a *Business Certificate to perform the Prescribed Activity of Asbestos Removal Work* (the removal of bonded ACM - refer Information Paper AR1) must be engaged to perform the work. The asbestos removal work must be performed under the direct supervision of the holder of a certificate as a competent person to supervise the performance of the *Prescribed Activity of Asbestos Removal Work* (the removal of bonded ACM - refer Information paper AR2).
- Bonded ACM chips, pieces, debris, dust and residues shall be removed from wall cavities, the ceiling space, support timbers, and all applicable surfaces interior of the asbestos work area prior to the application of PVA sealant. During and on completion of the removal work, all surfaces in the asbestos removal area shall be vacuumed with an approved vacuum cleaner conforming to AS 3544 and fitted with high efficiency particulate air (HEPA) filtration conforming to AS 4260. All horizontal surfaces such as window sills, furniture, ledges,

trimmings in the asbestos work area are also to be wet wiped with a damp cloth after vacuuming to remove any dust.

- Personnel are to decontaminate when leaving the asbestos work area and shower and/or wash thoroughly prior to leaving the workplace. Tools and equipment being used for removal of asbestos shall be thoroughly decontaminated on completion of work and/or prior to being removed from the asbestos work area.

Note: On no account shall contaminated work clothing be worn outside the defined asbestos work area.

- Personnel working with bonded ACM shall observe a high standard of hygiene and good housekeeping to ensure that their exposure to asbestos dust is minimal and that asbestos dust is not transferred from the asbestos work area to other areas.
- Personnel shall not eat, drink or smoke in the asbestos work area.
- An approved vacuum cleaner (fitted with high efficiency particulate air (HEPA) filtration) should be maintained on site to assist with decontamination of personnel, tools, equipment and for cleaning site amenities.
- Prior to removal from the asbestos work area, decontaminate all tools, equipment and HEPA vacuum cleaners in the allocated decontamination area at the boundary to the asbestos work area:
 - (1) Vacuum all tools and equipment prior to wet wiping and removing them from the decontamination area at the boundary to the asbestos work area.
 - (2) Vacuum down the outside of the vacuum cleaner and remove the dust collection bag from the vacuum cleaner, seal it and place it in an asbestos waste disposal bag while still within the decontamination area at the boundary to the asbestos work area.
 - (3) Fit a new waste collection bag to the vacuum cleaner and place the unit and attachments in a suitable size 200 micron (0.2mm) asbestos bag or 200 micron (0.2mm) plastic packaging for storage, seal and mark as being *asbestos contaminated* and store the unit until required.

Note: Asbestos HEPA vacuum cleaners are not to be used for any other purpose other than asbestos work.

- Bonded ACM, sheeting, debris, residues, used coveralls, disposable respirators, respirator cartridges, drop sheets, wet-wipe cloths, used vacuum bags and the like shall be regarded as asbestos waste and prepared for disposal in accordance with the requirements of the:
 - *Code of Practice for the Safe Removal of Asbestos*, 2nd Edition [NOHSC:2002 (2005)]; and
 - *Code of Practice for the Management and Control of Asbestos in Workplaces* [NOHSC:2018 (2005)].
- Waste may be accumulated on site for the duration of the removal in plastic lined metal containment or stacked on two layers of plastic drop sheets (minimum thickness of plastic containment sheeting/wrapping is to be 200 microns [0.2mm]). Stored waste shall be kept damp and covered at all times.
- Prepared waste shall be removed from the site as soon as is practicable in a safe manner and covered for transportation. All asbestos waste shall be disposed of at an approved landfill disposal site by arrangement with the Local Authority.
- Schedule 7 of the *Environmental Protection Regulation 1998* indicates that all chemical forms of asbestos is deemed to be "regulated waste". Schedule 1 of the *Environmental Protection Regulation 1998* states that 'the transportation of regulated waste is a Level 1 environmental relevant activity'. As required under the *Environmental Protection Act* a license is required to carry out a level 1 environmental relevant activity. It should be noted that companies specialising in waste disposal should already hold the above license.

- To achieve final completion of the project, (company name) shall require verification that the waste has been disposed of and transported in accordance with the requirements of this specification. A *Waste Transport Certificate* duly completed by all three (3) parties will be the documentation/verification required to verify the asbestos waste has been removed, transported and disposed of in accordance with the *Environmental Protection Agency Guidelines*.

Note: Personnel are also to refer to (company name)'s asbestos work practices which are to be read in conjunction with this *Construction Safety Plan*.

26.0 Formwork

- Formwork is to be designed by a qualified person (eg. a qualified and experienced engineer) and a copy of the formwork design plan/documentation is to be given to (company name) site management. A copy is also to be available at the workplace/site at all times for anyone involved in the formwork/concrete operations.
- Erection and dismantling of formwork is to be carried out by suitably trained, experienced and competent personnel in accordance with the formwork design plan/documentation, Australian Standards and Statutory requirements.
- Formwork components and/or sections of formwork are not to be altered or removed by unauthorised persons at anytime and any alteration to formwork is to be approved by the formwork designer.
- Props are to be adequately secured (at the top and bottom base plates) at all times to prevent dislodgment and are not to be joined/erected prop-on-prop.
- Formwork frames and scaffold components are to be free from defects, are to be erected on stable foundations and have suitable base jacks and/or base plates fitted to the base of all frames. If base foundations are not considered stable then appropriate sole plates are to be used under the base plates of the frames. All bracing (diagonal, plan etc.) components are to be in place on the formwork frames at all times. Bearers are to be free from defects and are to be positioned over the centre of "U" heads and are to be secured against dislodgment.
- Stripping of formwork is to be carried out in a systematic manner in accordance with the formwork design plan/documentation and removal of formwork by drop stripping is not permitted at any time.
- Appropriate warning signs and barricading are to be erected to create suitable exclusion zones under and/or around the work area during erection, placing of concrete and stripping of the formwork to prevent unauthorised personnel from entering the work area during hazardous operations.
- During erection of formwork, edge protection is to be provided to all unguarded formwork edges and suitable work procedures and/or other protective measures are to be in place to prevent personnel from falling. Edge protection is to be provided to all edges during placement of concrete.
- All protruding steel reinforcing starter bars etc. are to have the tops cranked over and/or protected with suitable safety caps. Nails, bolts or other protrusions are to be removed bent over or protected.
- Formwork is to be complete, inspected prior to placement of concrete and must meet *Australian Standards AS3610 – Formwork for Concrete* and any other relevant Statutory requirements and Australian Standards.

27.0 Placement of Concrete

- Prior to placement of concrete the formwork assembly is to be inspected to ensure it has been erected as per design documentation.
- Only persons who have received training and are competent and experienced in the placement of concrete and pumping operations are to carry out this work to ensure overloading of the formwork deck does not occur.
- Supervision of the formwork assembly is to be maintained during concrete placement operations to ensure structure failure of the formwork does not occur.
- Access and a clear uninterrupted working area is to be established around and above concrete pumping equipment and cement trucks etc. to prevent contact with overhead power wires and/or other obstructions.
- Concrete pumping equipment is to be located on a clear, level and stable platform/base and outriggers are to be fully extended and positioned to ensure stability. Outrigger base plates are to be packed and/or placed on appropriate hardwood timbers (sole plates) to form a stable foundation on unstable/uncompacted ground and/or to prevent damage to concrete, pavers, bitumen surfaces etc.
- Concrete pumping equipment, trucks etc. are not to be washed down on site and any waste-water, concrete slurry or other contaminants are to be contained. These contaminants are not to be discharged into or onto roadways, footpaths, gutters, drainage systems, watercourses or any other surface area that will result in damage to the environment or contravenes Environmental Legislation.

Note: Any activity, work procedure or method that is considered hazardous and/or high risk and poses a risk to the health and safety of personnel and is NOT covered in this *Construction Safety Plan* or associated *Work Method Statement/s* or in (company name)'s Health Safety and Environmental Standards, is to have a risk assessment undertaken and appropriate work methods and control measures formulated and implemented.



ORDINANCE NO. 17-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF BELLAIRE, TEXAS ("CITY CODE"), CHAPTER 24, PLANNING AND ZONING, ARTICLE V, ZONING REGULATIONS, BY REPEALING AND REPLACING SECTION 24-531, LANDSCAPING, SCREENING AND BUFFERING, SECTION 24-513A, DESIGN STANDARDS IN COMMERCIAL AND MIXED-USE DISTRICTS, AND SECTION 24-535, R-MF RESIDENTIAL MULTI-FAMILY DISTRICT, FOR THE PURPOSE OF ENSURING FUTURE REDEVELOPMENT OF MULTI-FAMILY HOUSING IS COMPATIBLE WITH EXISTING COMMERCIAL REGULATIONS FOR ADJACENT CORRIDOR PROPERTIES AND TO ESTABLISH IMPROVED BUFFERING OF EXISTING SINGLE-FAMILY RESIDENTIAL DISTRICTS

WHEREAS, the City Council of the City of Bellaire, Texas ("City Council"), after duly giving notice as required by law, held a public hearing on the 9th day of January, 2017, at 6:00 p.m. in the Council Chamber, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas 77401, for the purpose of hearing any and all persons desiring to be heard on or in connection with any matter or question involving the repeal and replacement of Section 24-531, Landscaping, Screening and Buffering, Section 24-531a, Design standards in commercial and mixed-use districts, Section 24-535, R-MF Residential multi-family district, of Chapter 24, Planning and Zoning, of the City Code;

WHEREAS, the Planning and Zoning Commission of the City of Bellaire, Texas ("Planning and Zoning Commission"), did, by memorandum dated October 21, 2016, from Win Frazier, Chairman of the Planning and Zoning Commission, recommend the repeal and replacement of Section 24-531, Landscaping, Screening and Buffering, Section 24-531a, Design standards in commercial and mixed-use districts, Section 24-535, R-MF Residential multi-family district, of Chapter 24, Planning and Zoning, of the City Code; and

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

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

Section 1. THAT Chapter 24, Planning and Zoning, of the Code of Ordinances of the City of Bellaire, Texas ("City Code") is hereby amended as follows: Section 24-531, Landscaping, Screening and Buffering, Section 24-531a, Design standards in commercial and mixed-use districts, Section 24-535, R-MF Residential multi-family district, of Chapter 24, Planning and Zoning, of the City Code, are repealed and replaced in their entirety; said revised City Code shall read as set out in Appendix "A" attached hereto. All other portions of Chapter 24, Planning and Zoning, of the City Code not specifically amended, deleted, added and/or revised hereby shall remain in full force and effect.

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

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

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

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

PASSED, APPROVED, and ADOPTED this 23th day of January, 2017.

(SEAL)

ATTEST:

SIGNED:

Tracy L. Dutton, TRMC

Andrew S. Friedberg

Ord. No. 17-__

City Clerk

Mayor

APPROVED AS TO FORM:

Alan P. Petrov
City Attorney

Attachment: ORD - Chapter 24 - RMF, etc January 2017 (2059 : Consideration-R-MF)

Ord. No. 17-__



**APPENDIX A
TO
ORDINANCE NO. 17-____
(ATTACHED)**

Attachment: ORD - Chapter 24 - RMF, etc January 2017 (2059 : Consideration-R-MF)

Appendix A

Sec. 24-513. Landscaping, Screening and Buffering.

A. *Purpose.* The standards set out in this Section are intended to:

- (1) Protect and improve the appearance and character of the community, including its developed and open space areas, in accordance with the Comprehensive Plan;
- (2) Increase the compatibility of adjacent land uses;
- (3) Mitigate the effects of noise, dust, debris, artificial light intrusions and other externalities created by the use of land, and the “heat island” effect of paved surfaces in urban settings; and
- (4) Conserve water and promote the long-term viability of development landscaping by promoting the planting and maintenance of native and drought-resistant vegetation types.

B. *Applicability.* Standards described herein are minimum standards applicable to all new planned developments, mixed-use developments, multifamily and, non-residential structures and related parking that have, as a condition of approval, requirements for landscaping, screening or buffering and to all non-residential uses and related parking permitted.

- (1) The requirements of this Section shall also apply when:
 - a) There is an enlargement exceeding one thousand (1,000) square feet in area of the exterior dimensions of an existing non-residential, multifamily residential, mixed-use building, or of any existing building within a planned development, or more than one thousand (1,000) square feet cumulative among multiple buildings in all such cases; or
 - b) There is either a new parking lot for a non-residential or multifamily residential or mixed-use building, or for a planned development, or expansion of an existing parking lot in such cases to provide one or more additional parking spaces.
- (2) The requirements of this Section shall apply to the entirety of the development site if it is completely developed by the new construction of a building or buildings and associated off-street parking. If the entirety of the building site is only partially developed by new construction or enlargement (with the enlargement exceeding at least 1,000 square feet in area of the previous exterior dimensions of a building, or cumulative among multiple buildings, per subsection (1)b, above), the requirements of this Section shall be applied only in proportion to the area of the new or enlarged building and/or off-street parking area.
- (3) The requirements of this Section shall not apply when:
 - a) Reconstruction work on an existing building that was partially damaged or destroyed involves less than fifty (50) percent of the pre-existing area of the exterior dimensions of the building. This exemption shall apply only when the reconstruction will not result in an increase in the number of parking spaces.
- (4) Nothing in this Section shall be construed to require compliance with the requirements of this Section for finish or remodeling work to the interior or exterior of an existing building if such work does not result in an increase in the number of parking spaces or in an enlargement of the exterior dimensions of the building.

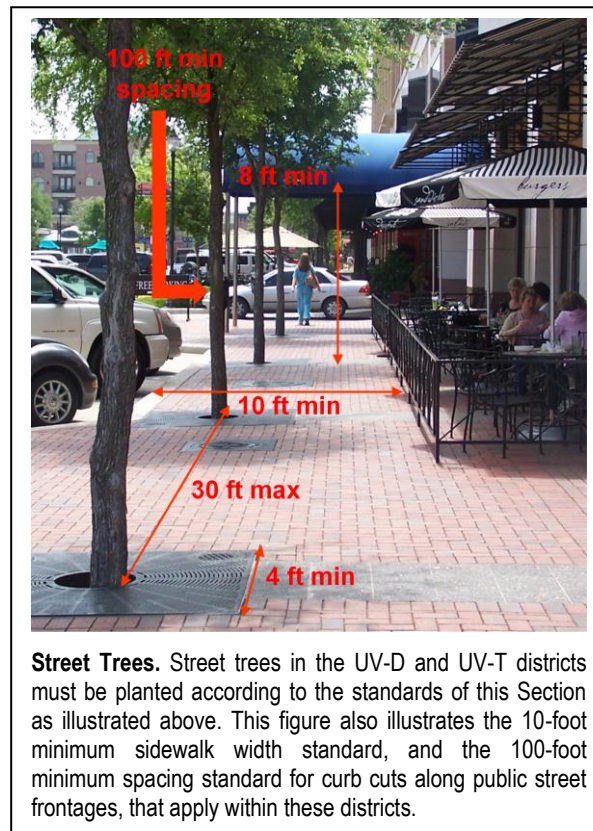
C. *General requirements.*

- (1) *Quantity of landscaping.* The minimum amount of landscaping required for a development site shall be based on the applicable factors in Table 24-513.A, Quantity of Landscaping.

Table 24-513.A Quantity of Landscaping	
Type	Required Quantity
Street Trees (for commercial, multifamily residential and mixed-use properties only)	Number of trees as specified in Section 9-355.1, based on the amount of street frontage (generally a minimum of one 45-gallon tree for every 40 feet of frontage).
Parking Lot Trees (for commercial, multifamily residential and mixed-use properties only)	Number of trees as specified in Section 9-355.2. (generally a minimum ratio of one 45-gallon tree per 10 parking spaces).
Site Trees	The minimum number of trees in the required front and back yards as specified in Section 9-354, based on the site width.
Shrubs	Number of shrubs necessary, based on five-gallon container size and maximum spacing between shrubs of four feet on center, to meet the screening requirements for off-street parking areas in Section 24-513.E.

- a) *Street trees in the UV-D and UV-T districts.* Street trees shall be planted at regular intervals along all street frontages in accordance with Section 9-355.1 in Chapter 9, Buildings, of the City Code, except that the minimum tree spacing in the UV-D and UV-T districts shall be 30 feet rather than 40 feet. Applicants may select any tree variety specified for the UV-D and UV-T districts, if any, in Section 9-355.1, and shall not plant specified undesirable trees. Such trees may be planted within the public street right-of-way as provided in Section 9-355.1, subject to the approval of the City's administrative official. As illustrated in **Figure 24-513.A**, the following specific provisions also apply in the UV-D and UV-T districts:
- 1) Minor variations from the regular 30-foot spacing are permitted to avoid conflicts with driveway locations and accommodate other design considerations.
 - 2) Trees shall be planted in at-grade tree wells with tree grates, a minimum of four feet square, within the sidewalk. Such street trees shall be maintained to provide a clear zone free of limbs, from ground level up to eight (8) feet above ground level, for visibility and to avoid potential hazards to pedestrians and vehicles. Each tree well shall have an irrigation system for the delivery of water to the wells.

FIGURE 24-513.A
Street Tree Planting in UV-D and UV-T Districts



- (2) *General site landscaping.* Any portions of development sites not used for buildings, sidewalks, parking areas or other impervious surfaces that count toward site coverage shall be planted or covered, and so maintained by the owners. This treatment shall consist of any combination of such material as trees, hedges, shrubs, garden plants, vines, ground covers, grasses, and mulch. The use of planter boxes of any size shall not constitute compliance with this Section.
- Use of sod.* In non-residential and multifamily residential development and planned developments, not more than fifty (50) percent of the area devoted to general site landscaping as defined in this subsection may be planted with sod. Athletic fields shall not be counted in this calculation.
 - Use of mulch.* In non-residential and multifamily residential development and planned developments, not more than ten (10) percent of the area devoted to general site landscaping as defined in this subsection may involve the placement of mulch. Mulch used in landscaping areas may be organic, such as pine bark or shredded hardwoods, or inorganic, such as stone, gravel or commercially available recycled materials intended for such use. Materials that float shall be contained by edging.
 - Use of palm trees.* Palm trees may be used in site landscaping but shall not count toward compliance with the minimum tree requirements in Table 24-513.A.
 - Mitigation of building mass in the UV-D and UV-T districts.* Where a building is more than 60 feet in length, tree plantings other than required street trees shall be clustered to break up the

- appearance of building mass so that the building is perceived to be divided into lengths of no greater than 50 feet when viewed from street-level vantage points.
- (3) *Credits against required landscaping.* For development sites in the UV-D district, landscaping, as herein required of a surface parking area adjacent to a street, may be counted toward meeting the general site landscaping requirements. The administrative official may, upon application of the property owner and/or developer, allow the use of the adjacent public street right-of-way for the perimeter landscaping and screening of the surface parking.
 - a) The administrative official shall permit the use of the public street right-of-way for landscaping and screening only when it is determined, in consultation with the Department of Public Works, that such use does not constitute an actual or potential hazard to the health, safety and well-being of the residents, citizens and inhabitants of the City of Bellaire.
 - (4) *Planting standards.* All plantings in satisfaction of this Section shall comply with the standards of this subsection.
 - a) *Quality and viability of plantings.* All landscape material shall be in compliance with the standards of the American Nursery and Landscape Association. All plant material shall have a habit of growth that is normal for the species.
 - b) *Locally appropriate species.* At least seventy-five (75) percent of the proposed plantings shall be species native to Southeast Texas to promote reduced water use and increased drought resistance.
 - c) *Undesirable species.* No proposed landscape material shall appear on the Invasive and Noxious Weeds list for the State of Texas promulgated by the United States Department of Agriculture, nor on the Texas Noxious Weed List promulgated by the Texas Department of Agriculture.
 - 1) *Undesirable tree species.* No proposed new or replacement trees shall be among the undesirable tree species identified in Section 9-350.M.
 - d) *Species diversity.* To avoid large monocultures of trees and shrubs, and the risk of large-scale losses in the event of disease or blight, species used to meet the requirements of this Section shall be diversified as follows, with calculations rounded up to the nearest whole number:
 - 1) When ten (10) or more trees are required on a parcel proposed for development, no more than fifty (50) percent of each category of required trees (street trees, parking lot trees, site trees) on a site shall be of any one species.
 - (5) *Installation.* All landscaping shall be installed in a sound workmanlike manner according to accepted commercial planting procedures, with the quality of plant materials as described in this Section and with a readily available water supply. All plant material shall be insect and disease-resistant and shall be of sound health and vigorous growth, clean and reasonably free of injuries, weeds, noxious pests and diseases when installed.
 - a) Sod shall be solid, and seeding of turf grasses is not permitted.
 - b) Ground cover shall be planted in such a manner as to present a finished appearance and reasonably complete coverage within three (3) months after planting.
 - c) Shrubs used for screening shall be three (3) feet or taller in height, as measured from the surrounding soil line, immediately upon planting. Such shrubs shall be maintained at this minimum height, and shall at no time exceed forty-two (42) inches in height.
 - d) *Phased development.* The administrative official may allow installation of landscaping with each phase of a multi-phase development, provided that all landscaping required for each phase is installed concurrently with each phase. The City Attorney may require execution of a development agreement with the City to clarify phasing plans and timing, and to provide surety.

- e) *Tree planting within City right-of-way.* Planting of trees and other vegetation within City rights-of-way shall meet any applicable Department of Public Works standards, to protect underground and overhead utilities, streets and sidewalks, drainage improvements; street lighting, and sight distances, and the visibility of traffic control devices.
- (6) *Maintenance.* The owner and tenant of the landscaped premises and their agents, if any, shall be jointly and severally responsible for the continuing care and maintenance of all landscaping and preserved vegetation in a good condition so as to present a healthy, neat and orderly appearance, free from refuse and debris. This shall include any portions of abutting public right-of-way that the owner was permitted to landscape as part of complying with this Section.
 - a) All landscape areas shall be watered as needed to ensure continuous healthy growth and development.
 - b) Trees shall be pruned as needed to ensure healthy growth and development, and when planted near streets or sidewalks, to not interfere with vehicular or pedestrian traffic or parked vehicles.
 - 1) Topping, tipping, bark ripping, flush cutting, and stub cutting are prohibited for trees that are installed and maintained within a public street right-of-way or were planted or preserved on private property as part of complying with this Section.
 - c) Maintenance shall include the removal and replacement of dead, dying or diseased plant material.
 - 1) Replacement of required landscaping that is dead or otherwise no longer meets the standards of this Section shall occur within sixty (60) days of notification by the City. Replacement material shall be of similar character and quality as the dead or removed landscaping, and in the case of trees, shall meet and be completed in accordance with applicable provisions of Article XI, Trees, in Chapter 9, Buildings, of the City Code of Ordinances. Failure to replace in a timely manner in accordance with this subsection shall constitute a violation of these regulations.
- D. *Screening and buffering.*
 - (1) *Between non-residential or multifamily and residential uses.* Where the rear or side of a non-residential or multifamily building is exposed to a residence or to a residential district boundary line, and where such building is closer than fifty (50) feet to the residence or to the boundary line, a screening wall of at least eight (8) feet in height shall be erected separating the rear or side from the adjacent residence or residential district, unless a planned development has been approved specifically authorizing an alternate solution for screening and/or buffering, which is not in conflict with the purposes of this Section and which is justified based upon architectural, aesthetic and landscaping considerations peculiar to the specific development, in which case the requirements of the planned development approval shall prevail.
 - a) *City Council waiver of non-residential screening requirement.* The provisions of this subsection as to screening and buffering between non-residential or multifamily and residential uses may be waived by the City Council upon recommendation by the Planning and Zoning Commission in the following cases:
 - 1) When a property line abuts a dedicated alley, except where the property line is at a boundary of the UV-D district and an abutting residential property is in an R-1, R-3, R-4 or R-5 district; or
 - 2) When a rear or service side abuts an existing wall or other durable landscaping or screening barrier on an abutting property if said existing barrier satisfies the requirements of this subsection.

- b) *Automatic waiver in UV-D and UV-T districts.* The provisions of this subsection as to screening and buffering between non-residential or multifamily and residential uses are waived in the UV-D and UV-T districts, except that the provisions still apply in the UV-D district when the non-residential property is at a boundary of the district and the abutting residential property is in an R-1, R-3, R-4 or R-5 district.
 - 1) *Parking area distance in UV-T district.* Off-street parking areas in the UV-T district shall not be located within 50 feet of a residential zoned neighborhood.
- (2) *Between residential planned developments and other residential property.* Where a residential use requires a planned development amendment to proceed, there shall be at least a six (6) foot screening wall or fence between the property that is the subject of the planned development and any abutting residential property that conforms to regulations for permitted uses within the district in which it is located. A planned development may be approved specifically authorizing an alternate solution for screening and/or buffering, which is not in conflict with the purposes of this Section and which is justified based upon architectural, aesthetic and landscaping considerations peculiar to the specific development, in which case the requirements of the planned development approval shall prevail.
 - a) *Automatic waiver in UV-D and UV-T districts.* The provisions of this subsection as to screening and buffering between residential planned developments and other residential uses are waived in the UV-D and UV-T districts, except that the provisions still apply in the UV-D district when the residential planned development is at a boundary of the district and the abutting residential property is in an R-1, R-3, R-4 or R-5 district.
 - 1) *Parking area distance in UV-T district.* Off-street parking areas in the UV-T district shall not be located within 50 feet of a residential zoned neighborhood.
- (3) *Standards for screening walls and fences.* A screening wall or fence shall be of wood or masonry construction as provided herein. However, only masonry construction is permitted for required screening walls between non-residential and residential uses, in which case the masonry material and construction shall be consistent for the entire length of the wall erected to screen a particular use.
 - a) A screening wall or fence of wooden construction shall be a permanent wooden fence constructed of cedar or redwood and with capped galvanized iron posts set in concrete. The wall or fence must not be less than the height specified for each of the types of screening addressed in subsections D.(1) and D.(2), above. The wall or fence shall not contain openings of more than forty (40) square inches in each one (1) square foot of surface of such wall or fence, and such wall or fence surface shall constitute a visual barrier.
 - b) A screening wall or fence may be constructed, which shall be of masonry construction on a concrete beam or foundation or a metal frame or base, which supports a permanent type wall material, the surface of which does not contain openings of more than forty (40) square inches in each one (1) square foot of surface of such wall or fence, and which fence or wall surface shall constitute a visual barrier.
 - c) In either permanent wooden or masonry constructed walls or fences, no opening shall be permitted for access unless a solid gate, equaling the height of the wall or fence, is provided. Such gate shall remain closed at all times except when in actual use.
- (4) *Screening of trash receptacles.* All trash receptacles upon property adjacent to single-family residential use shall be located at least ten (10) feet from any and all points upon any lot in single-family residential use. Further, all such trash receptacles shall be visually screened by means of a fence or a wall.

- a) *Limited application in UV-T district.* The screening requirement for trash receptacles applies in the UV-T district only with regard to visual screening from an abutting public street right-of-way and not from adjacent residential property.
- b) *Additional provisions in UV-D and UV-T districts.*
 - 1) Dumpsters and garbage bins shall be located behind principal buildings relative to public street frontage whenever practical, and such trash receptacles shall also be accessible from alleys or vehicular access easements where available and practical.
 - 2) Such solid waste facilities shall be fully enclosed as specified by this subsection, except that an opaque wall shall be provided in all cases in the UV-D and UV-T districts rather than a wood fence alternative.
- (5) *Screening of outside storage.* All outside storage areas, including waste material storage facilities, in planned development, non-residential, and multifamily districts shall be screened from adjacent residential uses and public street rights-of-way. No other outside storage besides trash receptacles is permitted in the UV-D and UV-T districts. Screening may be as follows:
 - a) A screening wall or fence which shall be of wood or masonry construction of sufficient height to screen that which is being stored; or
 - b) A hedge which shall be of sufficient height and density to screen that which is being stored.
- E. *Screening of off-street parking.* Landscaping shall be provided along the edge of any off-street parking area for five (5) vehicles or more that is not visually screened by an intervening building or structure from an abutting public right-of-way or adjacent residential property.
 - (1) The perimeter landscaping shall involve shrubs of five (5)-gallon container size, spaced a maximum of four (4) feet on center, to form a continuous and solid visual screen, within one (1) year of planting, exclusive of driveways, pedestrian walkways and visibility triangles. The shrubs shall be three (3) feet or taller in height, as measured from the surrounding soil line, immediately upon planting. Such shrubs shall be maintained at this minimum height, and shall at no time exceed forty-two (42) inches in height.
 - (2) *Special provisions for UV-D and UV-T districts.* Requirements in this subsection for screening of off-street parking areas apply in the UV-D and UV-T districts only with regard to visual screening from an abutting public street right-of-way and not from adjacent residential property, and are illustrated in **Figure 24-513.B**. In the UV-D district, the screening requirement applies when the adjacent residential property is outside the UV-D district and in an R-1, R-3, R-4 or R-5 district.
 - a) *Openings for circulation.* Openings through the perimeter landscaping, for pedestrian and bicycle circulation to and from public sidewalks or other circulation routes, shall be provided approximately every fifty (50) linear feet, with each opening no more than five (5) feet wide.
 - b) *Utility company screening policies in UV-T.* Screening of parking areas which utility companies allow on their properties within the UV-T district shall be subject to the policies of such companies with regard to allowable screening methods and the location and height of screening.

FIGURE 24-513.B
Screening of Off-Street Parking in UV-D and UV-T Districts



F. *Landscaping of off-street parking.*

- (1) Parking lot trees shall be provided for any off-street parking area for ten (10) vehicles or more for a commercial, multifamily residential or mixed-use development, with a minimum of one 45-gallon tree for every ten (10) parking spaces, in accordance with Section 9-355.2.
 - a) Parking lot trees shall be planted so that each parking space is within fifty (50) feet of at least one (1) such tree as measured from the center of the tree trunk to some point on the marked parking space. Depending on the size and shape of smaller parking areas, this may mean that the required tree(s) may be planted adjacent to rather than within the interior of the parking area. The required tree(s) also may be planted within an abutting public street right-of-way subject to the approval requirements of this Section.

- b) When trees must be planted within the interior of a parking area to comply with the requirements of this subsection, or are otherwise incorporated within the interior, the following standards shall apply:
 - 1) The planting area for each tree, whether located at an edge of the parking area or designed as an interior island or median between parking modules, shall be no less than six (6) feet across in any horizontal direction.
 - 2) All planting areas shall have permeable surfaces and be planted with locally appropriate species as defined in this Section, which may include shrubs, groundcovers or grasses. If a planting area is used as part of a biological stormwater treatment system, pursuant to an approved drainage plan, groundcovers shall be selected that are appropriate to that function.
 - 3) Where required or otherwise incorporated, planting areas and landscaping islands shall be integrated into the overall design of the surface parking area in accordance with this chapter in such a manner that they may assist in defining parking slots, pedestrian paths, driveways, and internal collector lanes, in limiting points of ingress and egress, and in separating parking pavement from street alignments.
 - (2) Where applicable, landscaped areas and walkways abutting parking spaces shall be protected by a wheel stop or six (6) inch curb that is at least three (3) feet from any landscaping except grass or ground cover. Curb lines may be interrupted to allow for stormwater flows into biological treatment areas pursuant to an approved drainage plan, provided that the curb openings do not interfere with the curb's protective function.
 - (3) All parking lot landscaping shall be located and maintained so as not to interfere with the act of parking or with parking area maintenance and so as not to create a traffic hazard by obscuring driver or pedestrian vision within the parking lot interior or at the intersections of walkways, driveways, collector lanes and streets, or any combination thereof.
 - (4) Interior landscaping of parking areas may be included as a condition of planned development approval for the purpose of providing trees and massed plantings.
 - (5) *Waiver of interior landscaping in UV-D and UV-T districts.* Off-street surface parking areas in the UV-D and UV-T districts shall be exempt from any required planting of trees within the interior of such parking areas given the limited developable area within these districts. Instead, the requirement in Section 9-355.1 of one (1) tree for every ten (10) parking spaces shall be satisfied by planting such trees within or near the perimeter screening area required by this Section for off-street surface parking areas.
 - a) Any such trees planted within or near a perimeter screening area shall be maintained to provide a clear zone free of limbs, from ground level up to eight feet above ground level, for visibility and to avoid potential hazards to pedestrians and vehicles.
- G. *Screening of parking structures and drive-under parking.* The ground level of a parking structure or ground-level parking located under an elevated building shall be screened from public street rights-of-way and/or any abutting residential use or zoning district through the installation of vegetative screening, except at points of ingress and egress. Such screening shall involve shrubs of five-gallon container size, spaced a maximum of four feet on center, to form a continuous and solid visual screen, within one year of planting, exclusive of driveways, pedestrian walkways and visibility triangles. The shrubs shall be three (3) feet or taller in height, as measured from the surrounding soil line, immediately upon planting. Such shrubs shall be maintained at this minimum height, and shall at no time exceed forty-two (42) inches in height. The shrubs shall be three (3) feet or taller in height, as measured from the surrounding soil line, immediately upon planting. Such shrubs shall be

maintained at this minimum height, and shall at no time exceed forty-two (42) inches in height. Such screening shall not be required where a parking structure is wrapped with liner buildings that accommodate active uses other than parking, or where buildings are otherwise situated that obstruct views of the garage or of the drive-under parking.



- (1) *Screening of upper levels of parking structures.* Each level of a parking structure above the ground level shall be designed to include screening along any façade that is not visually screened by an intervening building or structure from public view or abutting residential use or zoning district. Such screening shall consist of architectural and/or landscape elements that are at least three (3) feet and six (6) inches in height, as measured from the floor of the level, to provide a continuous and solid visual screen that blocks headlight glare from vehicles parked within the structure.

H. *Special provisions.*

- (1) *Parking lot tree planting waiver in CMU/R-MF districts.* The requirements of this Section and of Section 9-355.2 related to parking lot tree planting shall not apply to off-street parking areas in the CMU and R-MF districts when the parking area is located behind a building on a development site or is otherwise not visible from abutting public street rights-of-way.
- (2) *Relief on constrained sites in the UV-D and UV-T districts.* Upon the recommendation of the City's administrative official, the Planning and Zoning Commission may modify or reduce landscaping requirements, to the minimum extent necessary, to provide relief for constrained and/or redeveloping sites in the UV-D and UV-T districts where full compliance would be impractical and adjacent properties would not be unreasonably impacted.

Sec. 24-513a. Design Standards in Commercial, Multifamily, and Mixed-Use Districts.

- A. *Purpose.* The purpose of this Section is to establish reasonable design standards and related guidance to address community desire for visually appealing non-residential, multi-family, and mixed-use development that enhances the overall quality and character of the City, while balancing the legitimate development and commercial needs of property owners.
- (1) *Urban Village districts.* For the Urban Village-Downtown (UV-D) and Urban Village-Transit-Oriented Development (UV-T) districts, certain standards within this Section, together with the use regulations and physical development standards for each district, are especially intended to promote and maintain an Urban development character as described in the respective district purpose statements.
 - (2) *Security emphasis.* All design processes within the CMU, R-MF, UV-D and UV-T districts shall also consider Crime Prevention Through Environmental Design (CPTED) principles to enhance the security of residents, workers and visitors.
- B. *Applicability.* The design standards established in this Section apply to any new non-residential, multifamily, or mixed-use development in the Corridor Mixed Use (CMU), Residential - Multifamily (R-MF), Urban Village-Downtown (UV-D), and Urban Village-Transit-Oriented Development (UV-T) districts, and to any non-residential, multifamily, or mixed-use redevelopment in these districts that follows the removal of all pre-existing buildings on the site.
- (1) The requirements of this Section regarding building materials, canopies and awnings, colors, and visual interest and anti-monotony shall also apply to the enlarged portion of an existing non-residential, multifamily residential or mixed-use building when the enlargement exceeds one thousand (1,000) square feet or twenty-five (25) percent in area, whichever is less, of the exterior dimensions of the building.
 - (2) The requirements of this Section shall not apply to the reconstructed portion of an existing building that was partially damaged or destroyed if the reconstruction involves less than fifty (50) percent of the pre-existing area of the exterior dimensions of the building.
 - (3) Nothing in this Section shall be construed to require compliance with the requirements of this Section for finish or remodeling work to the interior of an existing building if such work does not result in an enlargement of the exterior dimensions of the building.
- C. *Standards.* The specific standards are provided in **Table 24-513a.A**, below. The table is arranged in alphabetical order by the type of standard.

Table 24-513a.A Design Standards for CMU, R-MF, UV-D and UV-T Districts		
Applicable District(s)	Standards	Illustrations
CMU R-MF (only for Unified Design) UV-D UV-T	<p>Arrangement and Design for Multiple Buildings</p> <p><u>Unified Design</u> Developments with multiple structures on a single property shall reflect a coordinated design and include unifying elements such as common building forms, materials, textures, architectural detailing and colors.</p> <p><u>Massing Through Grouping</u> (Not for CMU/R-MF) Individual buildings on a development site or on adjacent sites, if not attached, shall be arranged and designed to appear as a group of attached buildings to the extent practical.</p> <p><u>Clustering for Pedestrian Focus</u> (Not for CMU/R-MF) Individual buildings on a development site or on adjacent sites shall be clustered, whenever possible, to create pedestrian-oriented precincts and walkable connections.</p>	
CMU R-MF UV-D UV-T	<p>Building Materials</p> <p>The standards below are intended to ensure the use of building materials that convey an appearance of quality and durability. The standards shall apply to all exterior elevations of structures, excluding doors and windows.</p> <p><u>Permitted Principal Materials</u> For exterior building elevations these include:</p> <ul style="list-style-type: none"> ▪ Brick or similar masonry materials, including cast stone. ▪ Limestone and other natural stone. ▪ Any concrete product (architectural pre-cast concrete; concrete masonry unit, CMU; etc.) that has an integrated color and is textured or patterned to look like brick, stone, marble, granite or tile. ▪ Glass. (Not for UV-D) ▪ Other materials where it is demonstrated that they have comparable durability, impact resistance and aesthetic quality as those listed above; and/or they are part of a building that is designed to achieve a green building certification such as Leadership in Energy and Environmental Design (LEED) or Energy Star. ▪ Building integrated photovoltaics. <p><u>Permitted Accent Materials</u> The following materials are permitted, but only as accents rather than a predominant exterior</p>	

material. Accent materials shall comprise no more than 25 percent of any building façade in the CMU and R-MF districts, and no more than 15 percent in the UV-D and UV-T districts, excluding doors and windows.

▪ **Exterior Insulation and Finish Systems (EIFS).**

[EIFS may be installed only above the floor level of the second story, or no less than 12 feet above the grade for one-story buildings. EIFS shall not be installed in any pedestrian contact areas.]

▪ **Stucco.**

[Both EIFS and stucco shall incorporate detailing to look like traditional wall cornices, soffits, window trim and similar features.]

- Architectural metal, including aluminum composite panel (ACP) treatments.
- Fiber cement siding. (Not for UV-T).
- Wood or composite wood. (Not for UV-T)
- Tile.
- Glass. (Only for UV-D)
- Stainless steel.
- Chrome.

Prohibited Materials

For exterior building elevations these include:

- Pre-fabricated or corrugated metal wall panels.
- Smooth-faced concrete block.
- Vinyl, wood, plywood, cedar shingle, composite or metal siding. (Fiber cement siding not for UV-T).
- Plastic.
- Crushed rock or crushed tumbled glass.
- Mirrored glass in ground floor windows.

Privacy Glass

Frosted glass or other treatment is permitted for bathrooms and in other doors and windows where privacy is needed.

Roofing

Steel, standing seam metal and/or architectural metal may be used on a sloped roof.

Service Doors

Galvanized steel and painted steel are permitted only for use on doors and roll-up doors that provide access to loading areas and/or face toward alleys or vehicular access easements.

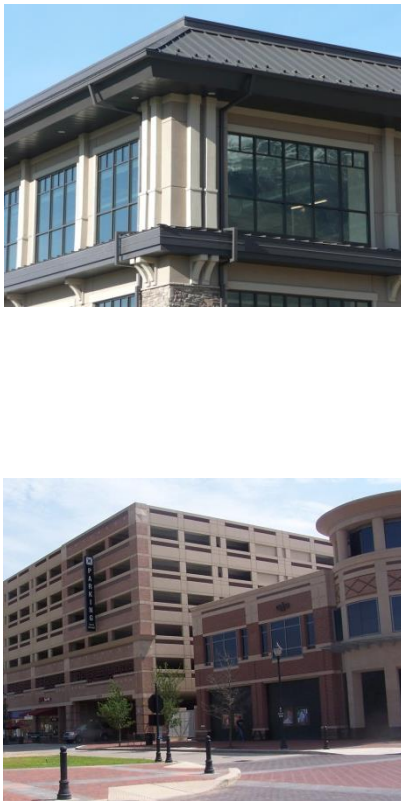

Awnings and Canopies





Awnings and canopies shall be made of durable, easily maintained or replaced materials, which may include canvas, fabric, steel or architectural metal, including aluminum composite panel (ACP) treatments.

Parking Structures




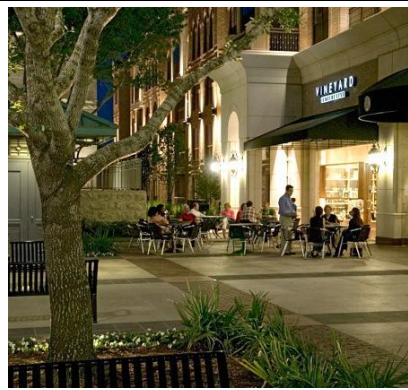
The exterior facades of parking structures shall




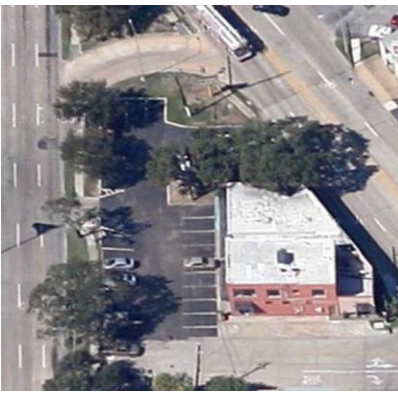





	<p>utilize the permitted building materials and accent materials specified in this subsection for exterior building elevations, except that precast concrete may also be used on the facades of parking structures. Steel, standing seam metal and/or architectural metal may be used on any sloped roof of a parking structure.</p>	
<p>CMU R-MF UV-D UV-T</p>	<p>Canopies and Awnings Use of canopies and awnings on building and parking structure facades adjacent to and above public sidewalks and other public spaces is encouraged to provide shade and weather protection and to add visual interest to structures, provided the placement and design of such canopies and awnings is consistent with the building architecture, and they are maintained in sound condition at all times.</p> <p><u>Projection</u> Canopies and awnings shall project no more than six feet from the façade of a building or parking structure.</p> <p><u>Lighting</u> Canopies and awnings shall not be backlit or internally lit.</p>	




UV-D UV-T	<p>Clear Building Entries</p> <p>The primary building entry shall be easily identifiable for visitors. The building architecture should reinforce the visual importance of the entry, and the entry design should be pedestrian-scale and transparent.</p>	 <p>Credit: Chipotle</p>
CMU R-MF UV-D UV-T	<p>Colors</p> <p>Use of overly iridescent or fluorescent colors on any building façade or roof is prohibited, as determined by the City's administrative official, taking into consideration the existing range and use of color in architecture, signs and other physical improvements within the district and its vicinity.</p>	
UV-D UV-T	<p>Curb Cut Limits for Vehicular Access</p> <p>Such limits are intended to minimize vehicle-pedestrian conflict points at mid-block locations along public sidewalks, enhance the pedestrian environment within the district, and preserve the extent of curb space for on-street parking.</p> <ul style="list-style-type: none"> ▪ A maximum of one curb cut shall be permitted for every 100 feet of public street frontage. ▪ All driveways shall be limited to two lanes, and in no case shall a driveway or associated curb cut exceed 30 feet in width. ▪ Upon recommendation of the City's administrative official, the Planning and Zoning Commission may increase the maximum number or decrease the minimum spacing of curb cuts per segment of street frontage, as specified above, where warranted based on site-specific or emergency access considerations. <p><u>Pedestrian Safety</u></p> <p>Wherever an access driveway, alley, vehicular access easement or other vehicular circulation path crosses a public sidewalk or other pedestrian path, a crosswalk treatment shall be installed consisting of a material that contrasts with the adjacent pavement in both texture and color (e.g., brick pavers, patterned concrete, etc.).</p> <ul style="list-style-type: none"> ▪ Access points for off-street parking areas and parking structures, where vehicles cross a public sidewalk or other pedestrian path, shall be well lit to ensure visibility of pedestrians and bicyclists. 	 



UV-D UV-T	<p>Framing of and Relationship to Public Spaces</p> <p>Individual buildings or groups of buildings on a development site or adjacent sites shall be arranged and designed, whenever possible, to form pedestrian-friendly outdoor plaza areas, courtyards and open spaces that are focal points for surrounding and nearby development and which encourage street activity, public gathering, outdoor dining, recreation, etc. Landscaping, street furniture, water features, public art, active play areas for children and/or other amenities should be incorporated to enhance the appeal of such spaces for pedestrians and users of the space. Such spaces should be adjacent to and easily accessible from a public street whenever possible.</p> <p><u>Private-Public Design Compatibility</u></p> <p>Where a development fronts on a public plaza, pocket park or other public space, the building architecture and other on-site elements shall be designed for compatibility with the existing or planned adjacent public space.</p> <p><u>Lighting</u></p> <p>Where a development fronts on public street rights-of-way and/or public plazas/spaces, exterior lighting shall be located and directed to provide adequate pedestrian-level illumination of public sidewalks and other immediately adjacent public ways and/or seating areas.</p>	 <p>Credit: Sugar Land Town Square</p>
CMU R-MF	<p>Freestanding Canopies</p> <p>The design of freestanding or semi-freestanding canopies, such as those used as shelters for pump islands at auto service stations, and for port-cocheres, shall be consistent with the architectural style, predominant and accent materials, color, and lighting of the principal building on the development site.</p>	

UV-D UV-T	<p>Grid Street Pattern</p> <p>Where applicable, depending on the district size and shape and the nature and extent of proposed development or redevelopment, blocks shall be arranged in an approximate grid-like fashion to ensure connectivity and alternate circulation routes within the district. Variation from the grid pattern should occur only to avoid constraints or accommodate other desirable design elements.</p>	
UV-D UV-T	<p>Ground-Level Uses</p> <p>Development projects shall locate off-street parking and/or garage parking within the interior of blocks and away from public street frontages whenever practical so that such ground-level parking does not directly abut a public sidewalk. Instead, the ground level of structures that front on public sidewalks should be occupied by active retail, service, office, residential or other uses permitted in the district. "Wrap-around" design of active uses around parking garages is strongly encouraged.</p> <p>Parking Structures</p> <p>Where active uses along the ground-level street frontages of a parking structure are not practical, the parking structure and its vehicle entrances shall be designed to minimize views into the garage interior from adjacent streets through installation of decorative grilles or screens, additional landscaping, or other effective screening method.</p>	 <p>Credit: Sugar Land Town Square</p> 
UV-D UV-T	<p>Lighting of Buildings and Sites</p> <p>Lighting of building exteriors and parking areas shall be designed to match the architectural character of the site and its vicinity in terms of fixtures and illumination.</p>	 <p>Credit: Sugar Land Town Square</p>

UV-D UV-T	<p>Maximum Block Length</p> <p>Where applicable, depending on the district size and shape and the nature and extent of proposed development or redevelopment, the length of a block, on any side, generally shall not exceed 400 feet. This distance is measured between streets that frame and define a block; however, a public access way or easement shall also be considered to define a block when, in the same manner as a vehicular through street, such access way or easement creates a break between private development sites that provides continuous non-vehicular circulation between streets on either side of the development sites.</p>	 
CMU R-MF UV-D UV-T	<p>Multi-Family Development</p> <p><u>Internalized Design</u> Ingress to and egress from all dwelling units shall be made through the interior of the building rather than from direct outside entrances to each unit.</p> <p><u>Balconies</u> At least 50% of the units shall be provided with a functional or faux balcony. All such balconies shall be located on side or rear building elevations to avoid projection of balconies over the front building line and into public right-of-way, when the front setback is less than five feet</p> <p><u>Mechanical Equipment</u> No window or wall-mounted air conditioning units are permitted.</p>	
UV-T	<p>Off-Street Parking Limits*</p> <p><u>Off-Street Parking Dispersion</u> Off-street surface parking is permitted in the district, but concentrations of such parking shall be avoided to promote the desired Urban character and prevent disruption of non-vehicular circulation within the area.</p> <p><u>Maximum Parking Area Dimension</u> No edge of an off-street surface parking area shall exceed 150 feet in length, and the entire parking area shall not exceed 21,780 square feet (½ acre).</p> <p>* Drive-under parking is excluded from these provisions.</p>	

UV-D UV-T	<p>Orientation of Residential Garages</p> <p>All garage doors associated with any residential development in the district shall be oriented away from, and not be visible from, any public street right-of-way inside or outside the zoning district.</p>	 <p>NOT DESIRABLE (garages oriented to street)</p>  <p>DESIRABLE (garages not visible from street)</p>
UV-D UV-T	<p>Parking Structures</p> <p>Such structures shall be designed for architectural consistency with the primary building served or other nearby buildings in terms of facade design, articulation, finish materials and/or shielding of unfinished structural elements and mechanical equipment.</p> <p><u>Special Design Elements</u></p> <p>Parking structures shall include architectural and/or landscape elements which enhance the garage appearance and help to screen parked vehicles and interior lighting from external view (e.g., decorative screens, trellises with or without associated vegetation, facade and roofline variation).</p>	
CMU R-MF UV-D UV-T	<p>Screening of Mechanical/Service Equipment</p> <p><u>Rooftop Mechanical Equipment</u></p> <p>Such equipment shall be completely screened from ground-level public view through design and materials consistent with the overall building design and colors, including potential use of sloped roofs or other architectural elements (e.g., parapet walls) that conceal flat roof areas where mechanical equipment is mounted.</p> <ul style="list-style-type: none"> Where a green roof system is installed and maintained on a rooftop, dense vegetative screening may be used to satisfy the screening requirement for mechanical equipment. (Only for UV-T) <p><u>Ground-Level or Building-Mounted Service Equipment</u></p> <p>Such exterior equipment (e.g., mechanical components, electrical drops, utility meter banks,</p>	

	<p>heating/cooling controls) shall be completely screened from ground-level public view through design, materials and/or painting consistent with the overall building design and colors. The required screening may also be accomplished through installation of dense, year-round vegetation as shown on the site landscape plan.</p>	
CMU	<p>Service Bays</p> <p>Uses with overhead doors providing access to service bays (e.g., auto service/repair) shall, wherever the site size, shape and orientation allows, place any building wall with overhead doors perpendicular to public street frontage. Where such building orientation is not practical, the overhead doors shall be of similar color to the building façade or roof material.</p>	
UV-D UV-T	<p>Sidewalks</p> <p>Sidewalks with a minimum width of 10 feet shall be provided along each side of a site that abuts a public street. Such sidewalks shall be designed and constructed according to City standards. Applicants may use any alternative design treatments for public sidewalks which are specified for the district, if any, in Section 23.5-21(d) in Chapter 23.5, Land Subdivision Regulations, of the City Code.</p> <p><i>Relief on constrained sites in UV-D.</i> Upon the recommendation of the City's administrative official, the Planning and Zoning Commission may reduce the sidewalk width standard to the minimum extent necessary, and in no case to less than 6 feet of sidewalk width, to provide relief for constrained and/or redeveloping sites where full compliance would be impractical.</p> <p><u>Public Access Easement</u></p> <p>Where a sidewalk or portion of the sidewalk required by this Section is situated outside the City street right-of-way, the property owner shall establish a public access easement so that such sidewalk area is continuously available for public use.</p> <p><u>Arcade Treatment</u></p> <p>Arcades may be constructed along building facades to provide shelter and shade, but shall be located entirely outside the public right-of-way. The arcade design shall also incorporate adequate pedestrian-level lighting under the</p>	

	arcade for visibility and security.	
UV-D UV-T	<p>Transparency of Non-Residential Uses at Street Level</p> <p>Building facades associated with non-residential uses that face public street rights-of-way, public plazas/spaces shall have windows at the ground level, for product display or other active building uses, which, together with door openings, comprise at least 60 percent of the ground-level facade.</p> <ul style="list-style-type: none"> Such ground-level windows and doors shall be non-mirrored, allowing views into and out of the interior of the building, to the extent practical given code requirements governing the selection of window glass. Frosted glass or other treatment is permitted for doors and windows where privacy is needed (e.g., bathrooms). 	 <p>Credit: Whole Foods</p>
UV-D UV-T	<p>Overhead Utility Lines</p> <p>All local utility wires, not including high-capacity power transmission lines, shall be installed underground.</p>	
CMU R-MF UV-D UV-T	<p>Visual Interest and Anti-Monotony</p> <p>The standards below shall apply to all exterior elevations of structures that are not visually screened by an intervening building or structure from public view.</p> <p><u>Building Articulation</u></p> <p>Building facades to which these standards apply shall be articulated to reduce the apparent mass of the structure and to add visual appeal. This may be accomplished by stepping back a portion of the facade periodically relative to the building line, along with other design variations in the facade as illustrated in Figure 24-513a.A, below.</p> <p><u>Roofline Articulation</u></p> <p>For flat roofs or facades with a horizontal eave, fascia or parapet, the roofline shall be varied vertically so that no unmodulated segment of roof exceeds 50 feet in horizontal dimension. This standard can also be satisfied by incorporating design elements such as functional or faux dormers, gables, towers, or chimneys.</p> <p><u>Avoidance of Blank Walls</u></p>	<p>See Figure 24-513a.A, below, for graphics illustrating building articulation and other techniques for adding architectural interest.</p>

	<p>Any exterior building elevation that faces a public street right-of-way, public plaza/space, public parking area or area of residential use shall have no more than 16 feet of uninterrupted blank wall space in a horizontal or vertical direction. This standard can be satisfied by incorporating window openings, porches or balconies, articulation of the building facade, decorative cornices, material and color variations, or score lines.</p> <p><u>Landscape Treatment for Large Walls</u> Where buildings are more than 60 feet in length or 35 feet in height, site trees required by the landscaping standards of this Chapter (and not required street trees) shall be arranged to break up the appearance of building mass so that the building is perceived to be divided into lengths of no greater than 50 feet when viewed from ground-level public vantage points.</p>	
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Sec. 24-535. - R-MF Residential Multi-Family District.

- A. Purpose. The R-MF Residential Multi-Family District is a high density residential area including the potential for independent senior living, characterized by the zoning requirements set forth in this Section.
- B. Uses:
 - (1) Permitted uses:
 - a) Multi-family dwellings with access from the interior of the building;
 - b) Public parks;
 - c) Utilities:
 - 1) Local utility distribution lines;
 - 2) Telephone lines and related cross connecting points;
 - 3) Accessory uses, subject to the requirements of Section 24-510; and
 - 4) Home occupations, subject to the requirements of Section 24-517.;
 - d) Facilities owned and maintained by the City; and
 - e) Planned Development: Applicants may propose planned developments in this district under the amendatory procedures in Section 24-604. This procedure will enable consideration of development proposals involving uses or designs that might not strictly adhere to the standards within this Section but would meet the spirit and intent of the district.
- C. Standard regulations:
 - (1) Residential structures:
 - a) Size and area:
 - 1) Minimum lot area: 43,560 square feet (1 acre);
 - 2) Minimum lot width: One hundred and fifty (150) feet;
 - 3) Minimum lot depth: One hundred (100) feet;
 - 4) Maximum building height: Fifty-three (53) feet, including drive under parking, except that cooling towers, roof gables, chimneys, radio and television antennas and vent stacks may extend for an additional height, the total not to exceed sixty-three (63) feet above the average level of the base of the foundation of the building.;
 - 5) Minimum required yards:
 - a. Front yard: Ten (10) feet;
 - b. Side yard: No side yard is specified except that when a side yard abuts a lot which is in residential use, the minimum side yard shall be ten (10) feet, and on a corner lot, both street exposures shall be treated as front yards.

- c. Architectural features: the outermost point of architectural features (roof eaves, fireplaces and/or chimneys or bay windows, excluding fireplaces which are attached to the ground) projecting from the side building line shall be a minimum of seven (7) feet from the side property line when a side yard is required.

No other projection from the side building line shall be permitted.

- d. Rear yard: fifteen (15) feet

- 6) Maximum lot coverage: 75 percent of lot area.

- b) Height-Setback plane for side and rear yards: Where a property is at a boundary of the R-MF district and a residential property in a R-1, R-3, R-4, or R-5 district either abuts or is directly across an alley from the subject property in the R-MF district, any portion of the principal building(s) that exceeds twenty-seven (27) feet in height, shall be set back an additional amount, computed as two (2) feet from the rear set back line for each one (1) foot of additional building height above twenty-seven (27) feet. This ratio establishes a height-setback plane as illustrated in Figure 24-536.A.

- 1) Additionally, in situations as described above, the screening and buffering required between certain uses in Section 24-513.D. shall be supplemented by planting a row of trees along the side or rear property line toward the abutting residential property or alley. This shall involve trees of forty-five (45)-gallon size spaced a maximum of ten (10) feet on center along the property line. The supplemental tree planting shall not count toward any other minimum site landscaping requirements in this Chapter.
- 2) Planting of trees within any utility easements along the property line shall meet any applicable City standards to protect underground and overhead utilities, and any utility company policies with regard to allowable screening methods and the location and height of screening. Where compliance with the supplemental tree planting requirement is not possible due to utility conflicts, the administrative official shall work with the applicant during the site plan review process to seek an alternate solution which is not in conflict with the purposes of this subsection.
- 3) On properties subject to the height-setback plane, no accessory structure shall be located within the rear yard area toward the abutting residential property or alley. Any accessory structure on the subject property shall comply with the height-setback requirements as applied to the principal structure(s), in addition to the requirements of Section 24-510.

- c) Maximum site area per dwelling unit: 1,200 square feet.

1) The maximum site area per dwelling unit may be reduced through an approved planned development.

- d) Site plan review required: All development applications in this district require site plan review and approval to ensure conformance with the substantive standards for this district and other applicable provisions of the City Code.

- 1) Required approvals

- a. Administrative approval. The City's administrative official is authorized to approve site plans for all development applications, except planned developments, provided that the site plan complies with the standards for this district and other applicable provisions of the City Code, or will comply if conditions specified by the official are met. The administrative official, at their sole discretion, may also refer any such site plan to the Planning and Zoning Commission for review and decision.
 - b. Required referral to Commission.
 - i. The administrative official is not authorized to disapprove a site plan. The official shall refer a site plan to the Planning and Zoning Commission for review and decision if the official finds reasons for potential disapproval, including when a site plan does not strictly conform to all standards for this district or other applicable provisions of the City Code. If the official does not approve the site plan, they shall place the site plan on the agenda of the Commission so that it may be considered for approval, approval with conditions, or disapproval.
 - ii. All planned development applications must be referred to the Planning and Zoning Commission for review and consideration.
 - c. Applicant request for Commission review. The administrative official shall refer a site plan to the Planning and Zoning Commission for review and decision if the applicant disagrees with a condition of approval specified by the official, or otherwise requests Commission involvement in the site plan review.
- 2) Application requirements. Applicants shall satisfy all application and submittal requirements for the site plan review itemized in Section 24-524.
- a. Waiver authority. The administrative official is authorized to waive elements of the site plan submittal requirements in Section 24-524 if they find that the specified information relates to a site development standard that does not apply to a proposed project. This waiver authority does not apply to planned developments.

AN ORDINANCE AUTHORIZING THE ISSUANCE OF "CITY OF BELLAIRE, TEXAS, GENERAL OBLIGATION BONDS, SERIES 2017"; SPECIFYING THE AMOUNT, TERMS AND FEATURES OF SAID BONDS; PLEDGING THE LEVY OF A CONTINUING ANNUAL AD VALOREM TAX UPON ALL TAXABLE PROPERTY WITHIN THE CITY FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST ON SUCH BONDS; ENACTING PROVISIONS INCIDENT AND RELATED TO THE ISSUANCE, DELIVERY, PAYMENT OF, AND SECURITY FOR SUCH BONDS; APPROVING AND AUTHORIZING THE DISTRIBUTION OF AN OFFICIAL STATEMENT; AWARDED SALE OF SUCH BONDS AND AUTHORIZING AND APPROVING A PAYING AGENT/REGISTRAR AGREEMENT.

WHEREAS, the City of Bellaire, Texas (herein referred to as the "City") is a political subdivision and home-rule city located within Harris County and operating pursuant to the laws of the State of Texas and a charter approved by the voters in 1949 and last amended in 2006; and

WHEREAS, the City operates under the Council/Manager form of government and the City Council (hereinafter referred to as the "City Council" or the "Council") formulates the operating policy for the City with implementation of such policies and directives by the City Manager, as chief administrative officer; and

WHEREAS, the City Council has adopted a multi-year capital improvements program to be implemented over an approximate 10-year period to repair, replace or extend the City's street, sidewalk, and drainage facilities and to improve, repair, construct or replace the City's buildings and other municipal facilities (the "Rebuild Bellaire Project"); and

WHEREAS, the duly qualified registered voters of the City at an election held for and within the City on November 8, 2005, authorized the issuance of \$41,000,000 in bonds to finance street, sidewalk, and drainage facility improvements and \$9,000,000 in bonds to finance improvements to municipal buildings and facilities as part of the Rebuild Bellaire Project; and

WHEREAS, by Ordinance No. 06-047 dated June 19, 2006, the City Council of the City of Bellaire, Texas, previously issued \$5,000,000 in principal amount of general obligation bonds approved and authorized to be issued at the election held on November 8, 2005, being more specifically \$2,775,000 for street, sidewalk and drainage facility improvements and \$2,225,000 for improvements to the municipal buildings; and

WHEREAS, by Ordinance No. 07-052 dated September 10, 2007, the City Council of the City of Bellaire, Texas, previously issued \$5,000,000 in principal amount of general obligation bonds approved and authorized to be issued at the election held on November 8, 2005, being more specifically \$4,000,000 for street, sidewalk and drainage facility improvements and \$1,000,000 for improvements to the municipal buildings; and

WHEREAS, by Ordinance No. 09-031 dated June 1, 2009, the City Council of the City of Bellaire, Texas, previously issued \$7,000,000 in principal amount of general obligation bonds approved and authorized to be issued at the election held on November 8, 2005, being more specifically \$2,785,000 for street, sidewalk and drainage facility improvements and \$4,215,000 for improvements to the municipal buildings; and

WHEREAS, by Ordinance No. 10-033 dated May 17, 2010, the City Council of the City of Bellaire, Texas, previously issued \$6,000,000 in principal amount of general obligation bonds approved and authorized to be issued at the election held on November 8, 2005, being more specifically \$6,000,000 for street, sidewalk and drainage facility improvements; and

WHEREAS, by Ordinance No. 11-063 dated August 15, 2011, the City Council of the City of Bellaire, Texas, previously issued \$6,500,000 in principal amount of general obligation bonds approved and authorized to be issued at the election held on November 8, 2005, being more specifically \$6,500,000 for street and drainage improvements; and

WHEREAS, by Ordinance No. 13-045 dated August 19, 2013, the City Council of the City of Bellaire, Texas previously issued \$6,000,000 in principal amount and an additional \$27,308.90 in premium, of general obligation bonds approved and authorized to be issued at the election held on November 8, 2005, being more specifically for \$6,000,000 for street, sidewalk and drainage facility improvements and improvements to municipal buildings and facilities; and

WHEREAS, the duly qualified registered voters of the City at an election held for and within the City on November 5, 2013 approved three (3) bond propositions including; (1) \$11 million in bonds for the reconstruction of certain municipal buildings; (2) \$5 million in bonds for improvements to Evelyn's Park ; and (3) \$500 thousand in bonds for improvements to the Nature Discovery Center; and

WHEREAS, by Ordinance No. 14-037 dated August 4, 2014, the City Council of the City of Bellaire, Texas previously issued \$10,425,000 in principal amount of general obligation bonds approved and authorized to be issued at the elections held on November 8, 2005 and November 5, 2013, being more specifically \$4,995,855.40 for street, sidewalk and drainage facility improvements and improvements, \$5,000,000 for Evelyn's Park improvements; and \$500,000 for Nature Discovery Center; and

WHEREAS, by the Ordinance dated August 17, 2015, the City Council of the City of Bellaire, Texas previously issued \$7,710,000 in principal amount and an additional \$200,000 in premium approved and authorized to be issued at the elections held on November 8, 2005; and

WHEREAS, the duly qualified registered voters of the City at an election held for and within the City on November 8, 2016 approved three (3) bond propositions including: (1) \$24,000,000 in bonds to finance street, sidewalk, and drainage facility improvements; (2) \$5,600,000 in bonds to finance improvements to municipal buildings, including a city hall/civic center and police/court buildings; and (3) \$24,380,000 for water and wastewater improvements; and

WHEREAS, the City Council of the City of Bellaire, Texas, hereby finds and determines that an additional \$33,460,000 in principal amount, of general obligation bonds approved and authorized to be issued at the elections held on November 8, 2005, November 5, 2013, and November 8, 2016, should be issued and sold at this time; a summary of the general obligation bonds authorized at such election, the principal amounts authorized, amounts heretofore issued

and being issued pursuant to this Ordinance and amounts remaining to be issued subsequent hereto being as follows:

Purpose	Principal Amount Authorized	Amount Previously Issued	Amounts Now Being Issued	Amounts Remaining
Street, Sidewalk and Drainage Facility Improvements (voted 2005)	\$41,000,000	\$40,796,164.30 and \$200,000 in premium	\$3,836	\$ -0-
Street, Sidewalk and Drainage Facility Improvements (voted 2016)	\$24,000,000	\$ -0-	\$1,996,164	\$22,003,836
Improvements to Municipal Buildings and Facilities (voted 2005)	\$9,000,000	\$ 7,440,000	\$1,560,000	\$ -0-
Improvements to Municipal Buildings and Facilities (voted 2013)	\$11,000,000	\$ -0-	\$11,000,000	\$ -0-
Improvements to Municipal Buildings and Facilities (voted 2016)	\$5,600,000	\$ -0-	\$5,600,000	\$ -0-
Water and Wastewater Improvements (voted 2016)	\$24,380,000	\$ -0-	\$13,300,000	\$11,080,000
TOTAL	\$127,780,000	\$48,436,164.30	\$ 33,460,000	\$12,563,836.00

AND WHEREAS, the City Council hereby reserves and retains the right to issue the balance of unissued bonds approved at said election in one or more installments when, in the judgment of the Council, funds are needed to accomplish the purposes for which such bonds were voted; now, therefore,

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

SECTION 1: Authorization - Designation - Principal Amount - Purpose. General obligation bonds of the City shall be and are hereby authorized to be issued in the aggregated principal amount of \$33,460,000, to be designated and bear the title "CITY OF BELLAIRE, TEXAS, GENERAL OBLIGATION BONDS, SERIES 2017 (hereinafter referred to as the "Bonds"), for the purpose of (i) improving, repairing, replacing or extending the City's street and drainage facilities; (ii) construction and improvements of City buildings; (iii) water and wastewater improvements; and (iv) paying the costs of issuing the Bonds, all in accordance with authority conferred at the aforesaid election and under and in strict conformity with the Constitution and laws of the State of Texas, including V.T.C.A., Government Code, Chapter 1331.

SECTION 2: Fully Registered Obligations - Bond Date - Authorized Denominations - Stated Maturities - Interest Rates. The Bonds shall be issued as fully registered obligations only, shall be dated February 1, 2017 (the "Dated Date"), and, other than the single fully registered Initial Bond referenced in Section 8 hereof, shall be in denominations of \$5,000 or any integral multiple (within a Stated Maturity) thereof, and shall become due and payable on February 15, in

each of the years and in principal amounts (the "Stated Maturities") in accordance with the following schedule:

<u>Stated Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
February 15, 2018		
February 15, 2019		
February 15, 2020		
February 15, 2021		
February 15, 2022		
February 15, 2023		
February 15, 2024		
February 15, 2025		
February 15, 2026		
February 15, 2027		
February 15, 2028		
February 15, 2029		
February 15, 2030		
February 15, 2031		
February 15, 2032		
February 15, 2033		
February 15, 2034		
February 15, 2035		
February 15, 2036		
February 15, 2037		
February 15, 2038		
February 15, 2039		
February 15, 2040		
February 15, 2041		
February 15, 2042		

The Bonds shall bear interest on the unpaid principal amounts from the Dated Date at the per annum rates shown above (computed on the basis of a 360-day year of twelve 30-day months); such interest shall be payable on February 15 and August 15 in each year, commencing August 15, 2017.

SECTION 3: Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Bonds (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of Amegy Bank National Association, Houston, Texas, to serve as Paying Agent/Registrar for the Bonds is hereby approved and confirmed. Books and

records relating to the registration, payment, transfer and exchange of the Bonds (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, as provided herein and in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement," substantially in the form attached hereto as Exhibit A, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Mayor and City Clerk are authorized to execute and deliver such Agreement in connection with the delivery of the Bonds. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Bonds, the City agrees to promptly cause a written notice thereof to be sent to each Holder by the United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Bonds shall be payable at the Stated Maturities or the redemption thereof, only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its designated offices in Houston, Texas (the "Designated Payment/Transfer Office"). Interest on the Bonds shall be paid to the Holders whose name appears in the Security Register at the close of business on the Record Date (the last day of the month preceding each interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment for the principal of or interest on the Bonds shall be Saturday, Sunday, a legal holiday, or a day on which banking institutions in the City where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located is authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: Redemption.

- (a) Optional Redemption. The Bonds having Stated Maturities on and after February 15, 2027 shall be subject to redemption prior to maturity, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on February 15, 2026 or on any

date thereafter at the redemption price of par plus accrued interest to the date of redemption.

- (b) Exercise of Redemption Option. At least forty-five (45) days prior to a redemption date for the Bonds (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of the decision to redeem Bonds, the principal amount of each Stated Maturity to be redeemed, and the date of redemption therefor. The decision of the City to exercise the right to redeem Bonds shall be entered in the minutes of the governing body of the City.
- (c) Selection of Bonds for Redemption. If less than all Outstanding Bonds of the same Stated Maturity are to be redeemed on a redemption date, the paying Agent/Register shall treat such Bonds as representing the number of Bonds Outstanding which is obtained by dividing the principle amount of such Bonds by \$5,000 and shall select the Bonds, or principal amount thereof, to be redeemed within such Stated Maturity by lot.
- (d) Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Bonds, a notice of redemption shall be sent by United States Mail, first class postage prepaid, in the name of the City and at the City's expense, to each Holder of a Bond to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall (i) specify the date of redemption for the Bonds, (ii) identify the Bonds to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Bonds, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Bonds, or the principal amount thereof to be redeemed, shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder. If a Bond is subject by its terms to prior redemption and has been called for redemption and notice of redemption thereof has been duly given as hereinabove provided, such Bond (or the principal amount thereof to be redeemed) shall become due and payable and interest thereon shall cease to accrue from and after the redemption date therefor; provided moneys sufficient for the payment of such Bond (or the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar.

SECTION 5: Registration - Transfer/Exchange of Bonds - Predecessor Bonds. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every owner of the Bonds issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Bond may be transferred or exchanged for Bonds of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar for cancellation, accompanied

by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Bond (other than the Initial Bonds authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Bonds of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds (other than the Initial Bonds authorized in Section 8 hereof) may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Bonds are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds to the Holder requesting the exchange.

All Bonds issued in any transfer or exchange of Bonds shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States Mail, first class postage prepaid to the Holders, and, upon registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other government charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Bonds" shall include any mutilated, lost, destroyed, or stolen Bond for which a replacement Bond has been issued, registered and delivered in lieu thereof pursuant to the provisions of Section 11 hereof and such new replacement Bond shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

Neither the City nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Bond called for redemption, in whole or in part, within 45 days of the date fixed for the redemption of such Bond; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond called for redemption in part.

SECTION 6: Book-Entry Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 3, 4, and 5 hereof relating to the payment, and

transfer/exchange of the Bonds, the City hereby approves and authorizes the use of "Book-Entry Only" securities clearance, settlement and transfer system provided by The Depository Trust Company (DTC), a limited purpose trust company organized under the laws of the State of New York, in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representation, by and between the City and DTC (the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Bonds shall be deposited with DTC who shall hold said Bonds for its participants (the "DTC Participants"). While the Bonds are held by DTC under the Depository Agreement, the Holder of the Bonds on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Bond (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event that DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City determines that DTC is incapable of properly discharging its duties as securities depository for the Bonds, the City covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bonds to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter the Bonds in definitive form shall be assigned, transferred and Exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Bonds shall be made in accordance with the provisions of Sections 3, 4, and 5 hereof.

SECTION 7: Execution - Registration. The Mayor is authorized and directed to execute and the City Clerk is authorized to attest the Initial Bond in the name of Cede & Co. The Bonds shall be executed on behalf of the City by the Mayor under its seal reproduced or impressed thereon and countersigned by the City Clerk. The signature of said officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the Bond Date shall be deemed to be duly executed on behalf of the City, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in V.T.C.A., Government Code, Chapter 1201.

No Bond shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 9C, manually executed by the Comptroller of Public Accounts of the State of Texas, or his duly authorized agent, or a certificate of registration substantially in the form provided in Section 9D, manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered and delivered.

SECTION 8: Initial Bond(s). The Bonds herein authorized shall be initially issued either (i) as a single fully registered bond in the total principal amount of \$33,460,000 with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1, or (ii) as multiple fully registered bonds, being one bond for each year of maturity in the

applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (herein after called the "Initial Bond(s)") and, in either case, the Initial Bond(s) shall be registered in the name of the original purchaser(s) or the designee thereof. The Initial Bond(s) shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Bond(s), the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Bond(s) delivered hereunder and exchange therefor definitive Bonds of authorized denominations, stated maturities, principal amounts, and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms.

- (a) Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Bonds, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Bonds as evidenced by their execution. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds and the Initial Bond(s) may be printed, lithographed, or engraved, typewritten, photocopied or otherwise reproduced in any similar manner, all as determined by the officers executing such Bonds as evidenced by their execution thereof.

- (b) Form of Definitive Bond.

REGISTERED
NO.

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF BELLAIRE, TEXAS
GENERAL OBLIGATION BONDS, SERIES 2017

Dated Date:
February 1, 2017

Interest Rate:

Stated Maturity:

CUSIP NO.:

Registered Owner: Cede & Co.

Principal Amount: DOLLARS

The City of Bellaire (hereinafter referred to as the "City"), a body corporate and political subdivision in the County of a Harris, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity Date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the Dated Date at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest accrues from the Dated Date and is payable on February 15 and August 15 in each year, commencing August 15, 2017. Principal of this Bond is payable on its Stated Maturity or redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest is payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last day of the month preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$33,460,000 (herein referred to as the "Bonds") for the purpose of repairing, replacing or extending the City's street, sidewalk and drainage facilities, in accordance with authority conferred at elections held within the City on November 8, 2005, November 5, 2013, and November 8, 2016, and under and in strict conformity with the Constitution and laws of the State of Texas and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

The Bonds maturing on or after February 15, 2027, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on February 15, 2026, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty days prior to a redemption date, the City shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of the Bonds to be redeemed in whole or in part, and subject to the terms and provisions relating thereto contained in the Ordinance. If a Bond (or any portion of its principal sum to be redeemed) shall have been duly called for redemption and notice of such redemption duly given, then upon said redemption date such Bonds (or the portion of its principal sum to be redeemed)

shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor, provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event a portion of the principal amount of a Bond is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Bond to the Designated Payment/Transfer Office of the Paying Agent /Registrar, and a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Bond is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Bond to an assignee of the registered owner within 45 days of the redemption dated therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Bond redeemed in part.

The Bonds are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the owner or holder of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer and exchange of this Bond; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity or redemption, and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Bond, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the Designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to principal hereof at its Stated Maturity or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new

record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Bonds do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and the interest on the Bonds by the levy of a tax as afore stated. In case any provision in this Bond shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be duly executed under the official seal of the City as of the Dated Date.

CITY OF BELLAIRE, TEXAS

Mayor

COUNTERSIGNED:

City Clerk

(SEAL)

Attachment: 2017 GO Bonds ordinance (2100 : Series 2017 General Obligation Bonds)

- (c) *Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Bond(s) only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	
	§	REGISTER NO.
THE STATE OF TEXAS	§	

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____, ____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

*NOTE TO PRINTER: Do Not Print on Definitive Bonds

- (d) Form of Certificate of Paying Agent/Registrar to Appear on Bonds (other than a single fully registered Initial Bond).

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered under the provisions of the within-mentioned Ordinance; the bond or bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated offices of the Paying Agent/Registrar in Houston, Texas is the "Designated Payment/Transfer Office" for this Bond.

AMEGY BANK NATIONAL ASSOCIATION,
as Paying Agent/Registrar

Registration date:

By: _____
Authorized Signature

(e) Form of Assignment

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee:) _____
 (Social Security or other identifying number:) _____ the within
 Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
 _____ attorney to transfer the within Bond on the books kept for
 registration thereof, with full power of substitution in the premises.

DATED: _____

Signature Guaranteed: _____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

(f) The Initial Bond(s) shall be in the form set in paragraph B of this Section; except that the form of the single fully registered Initial Bond shall be modified as follows:

(i) immediately under the name of the bond the headings "Interest Rate _____" and "Stated Maturity _____" shall be omitted.

(ii) Paragraph one shall read as follows:

Registered Owner:

Principal Amount:

DOLLARS

The City of Bellaire (hereinafter referred to as the "City"), a body corporate and municipal corporation of the County of Harris, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on February 15 in each of the years and in principal installments in accordance with the following schedule:

STATED
MATURITY

PRINCIPAL
AMOUNT

INTEREST
RATE

(Information to be inserted from schedule in Section 2 hereof).

(or so much principal thereof as shall not have been prepaid prior to maturity) and to pay interest on the unpaid Principal Amount hereof from the Dated Date at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing August 15, 2017. Principal installments of this Bond are payable in the year of maturity or on a prepayment day to the registered owner hereof by Amegy Bank National Association (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices in Houston, Texas

(the Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Bond whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

SECTION 10: Levy of Taxes. To provide for the payment of the "Debt Service Requirements" of the Bonds, being (i) the interest on the Bonds and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount is greater), there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the City, within the limitations prescribed by law, and such tax hereby levied on each one hundred dollars' valuation of taxable property in the City for the Debt Service Requirements of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of and interest on said Bonds while Outstanding; full allowance being made for delinquencies and costs of collection; separate books and records relating to the receipt and disbursement of taxes levied, assessed and collected for and on account of the Bonds shall be kept and maintained by the City at all times while the Bonds are Outstanding, and the taxes collected for the payment of the Debt Service Requirements on the Bonds shall be deposited to the credit of a "Special 2017 Bond Account" (the "Interest and Sinking Fund") maintained on the records of the City and deposited in a special fund maintained at an official depository of the City's funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Bonds.

Proper officers of the City are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for the Bonds, from funds on deposit in the Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Bonds as the same accrues or matures or comes due by reason of redemption prior to maturity; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for the Bonds.

SECTION 11: Mutilated-Destroyed-Lost and Stolen Bonds. In case any Bond shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar, subject to City approval and in its discretion, may execute and deliver a replacement Bond of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Bond, or in lieu of and in substitution for such destroyed, lost or stolen Bond, only upon (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Bond, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Bond shall be borne by the Holder of the Bond mutilated, or destroyed, lost or stolen.

Every replacement Bond issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds.

SECTION 12: Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharges and satisfied.

Bonds or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at maturity or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code 1986, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Bonds for which such moneys were deposited and are held in trust to pay, shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

The term "Government Securities", as used herein, means (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and on the date of their acquisition or purchase by the City and rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

SECTION 13: Ordinance a Contract - Amendments - Outstanding Bonds. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City while any Bond remains Outstanding except as permitted in this Section. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interest of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Holders holding a majority in aggregate principal amount of the Bonds then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal or, premium, if any, or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required to be held by Holders for consent to any such amendment, addition, or rescission.

The term "Outstanding" when used in this Ordinance with respect to Bonds means, as of the date of determination, all Bonds theretofore issued and delivered under this Ordinance, except:

- (a) those Bonds canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;
- (b) those Bonds deemed to be duly paid by the City in accordance with the provisions of Section 12 hereof; and
- (c) those mutilated, destroyed, lost, or stolen Bonds which have been replaced with Bonds registered and delivered in lieu thereof as provided in Section 11 hereof.

SECTION 14: Qualified Tax-Exempt Obligations. The City is not designating the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b) of the Code.

SECTION 15: Covenants to Maintain Tax-Exempt Status.

- (a) Definitions. When used in this Section, the following terms have the following meanings:

"*Closing Date*" means the date on which the Bonds are first authenticated and delivered to the initial purchaser against payment therefor.

"*Code*" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"*Computation Date*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Gross Proceeds*" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

"*Investment*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Nonpurpose Investment*" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

"*Rebate Amount*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Regulations*" means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"*Yield*" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and (2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

- (b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

- (c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Bonds:
- (i) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and
 - (ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.
- (d) No Private Loan. Except to the extent permitted by section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.
- (e) Not to Invest at Higher Yield. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a results of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of exceeds the Yield of the Bonds.
- (f) Not Federally Guaranteed. Except as may otherwise be permitted by the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.
- (g) Information Report. The City shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury of Form 8038-G or such other form and in such place as the Secretary may prescribe.

- (h) Rebate to Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Bond is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds by the Purchaser and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States out of the Interest and Sinking Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

- (i) Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit of a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.
- (j) Elections. The City hereby directs and authorizes the Mayor, City Clerk, City Manager and Director of Finance, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connections with the Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

SECTION 16: Sale of Bonds. Pursuant to a public sale and after advertising for and receiving competitive sealed bids for the Bonds, the bid submitted by_____. (herein referred to as the "Purchaser") is declared to be the best bid received producing the lowest true interest cost to the City; such bid is hereby accepted and incorporated herein by reference as a part of this Ordinance for all purposes and the sale of the Bonds to said Purchasers at the Purchase Price of price of \$_____, which includes the par amount of \$_____plus a premium of \$_____, less an underwriter discount of \$_____, not including accrued interest to the date of delivery, is hereby approved and confirmed. Delivery of the Bonds to the Purchaser shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale.

SECTION 17: Official Statement. The use of the Preliminary Official Statement, dated January 10, 2017, in the offering and sale of the Bonds is hereby ratified, confirmed and approved in all respects, and the City Council hereby finds that the information and data contained in said Preliminary Official Statement pertaining to the City and its financial affairs is true and correct in all material respects and no material facts have been omitted therefrom which are necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The final Official Statement, which reflects the terms of sale (together with such changes approved by the Mayor, City Clerk, City Manager or Director of Finance, one or more of said officials), shall be and is hereby in all respects approved and the Purchaser are hereby authorized to use and distribute said final Official Statement, dated January 23, 2017, in the reoffering, sale and delivery of the Bonds to the public.

SECTION 18: Control and Custody of Bonds. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Bonds, and shall take and have charge and control of the Initial Bond(s) pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchaser.

Furthermore, the Mayor, City Clerk, City Manager and Director of Finance, any one or more of said officials, are hereby authorized and directed to furnish and execute such documents relating to the City and its financial affairs as may be necessary for the issuance of the Bonds, the approval of the Attorney General and the registration by the Comptroller of Public Accounts and,

together with the City's financial advisor, bond counsel and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bond(s) to the Purchaser and the initial exchange thereof for definitive Bonds.

SECTION 19: Proceeds of Sale. The proceeds of sale of the Bonds, excluding the accrued interest and premium received from the purchaser, shall be deposited in a construction fund maintained at the City's depository bank. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments in accordance with the provisions of V.T.C.A., Government Code, Chapter 2256, including guaranteed investment contracts permitted by V.T.C.A., Section 2256.015 et seq., and the City's investment policies and guidelines, and any investment earnings realized shall be expended for such authorized projects and purposes or deposited in the Interest and Sinking Fund as shall be determined by the City Council. Accrued interest shall be deposited to the credit of the Interest and Sinking Fund. The premium received from the Purchaser shall be used to pay the cost of issuance of the Bonds, and after paying such costs of issuance, any surplus in premium remaining will be deposited into the construction fund. All surplus proceeds of sale of the Bonds, including investment earnings, remaining after completion of all authorized projects or purposes may be deposited to the credit of the Interest and Sinking Fund.

SECTION 20: Notices to Holders-Waiver. Whenever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Ordinance provided for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 21: Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Bonds held by the Paying Agent/Registrar shall be returned to the City.

SECTION 22: Legal Opinion. The obligation of the Purchaser to accept delivery of the Bonds is subject to being furnished a final opinion of Johnson Petrov LLP, Attorneys, Houston, Texas, approving such Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for such Bonds. A true and correct reproduction of said opinion is

hereby authorized to be printed on the definitive Bonds or an executed counterpart thereof shall accompany the global Bonds deposited with the Depository Trust Company.

SECTION 23: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor attorneys approving the Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

SECTION 24: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

SECTION 25: Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 26: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 27: Application of Chapter 1208, Government Code. Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the City under Section 10 of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the taxes granted by the City under Section 10 of this Ordinance is to be subject to the filing requirements of Chapter 10, Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 10, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

SECTION 28: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 29: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neutral gender shall be considered to include the other genders.

SECTION 30: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 31: Continuing Disclosure Undertaking.

- (a) *Definitions.* As used in this Section, the following terms have the meanings ascribed to such terms below:

"EMMA" means the Electronic Municipal Market Access system.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

- (b) *Annual Reports.* The City shall provide annually to the MSRB's EMMA system, within six months after the end of each fiscal year (beginning with the fiscal year ending September 30, 2016) financial information and operating data with respect to the City of the general type included in the final Official Statement approved by Section 17 of this Ordinance, being the information described in Exhibit B hereto. Financial statements to be provided shall be (1) prepared in accordance with the accounting principles described in Exhibit B hereto and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not available at the time the financial information and operating data must be provided, then the City shall provide unaudited financial statements for the applicable fiscal year to the MSRB's EMMA system with the financial information and operating data and will file the annual audit report when and if the same becomes available. If the City changes its fiscal year, it will notify the MSRB's EMMA system of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB's EMMA system or filed with the SEC.
- (c) *Material Event Notices.* The City shall notify the MSRB's EMMA system, in a timely manner, and not more than ten (10) business days after the occurrence of an event, of any of the following events with the respect to the Bonds:
1. Principal and interest payment delinquencies;
 2. Non-payment related defaults, if material;
 3. Unscheduled draws on debt service reserves reflecting financial difficulties;
 4. Unscheduled draws on credit enhancements reflecting financial difficulties;
 5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other material events affecting the tax-exempt status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the Issuer, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

The City shall also notify the MSRB's EMMA system, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

- (d) *Limitations, Disclaimers, and Amendments.* The City shall be obligated to observe and perform the covenants specified in this Section while, but only while, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give the notice required by subsection (c) hereof of any Bond calls and defeasance that cause the City to be no longer such an "obligated person."

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete representation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of the Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state security laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information of operating data so provided.

SECTION 32: Further Procedures. The officers and employees of the City are hereby authorized and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of and under the corporate seal of the City all such instruments, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, and the Official Statement. In addition, prior to the initial delivery of the Bonds, the Mayor, the City Manager, and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Bonds by the Attorney General of Texas. In the event that any officer of the City whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 33: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, Texas Government Code, as amended.

SECTION 34: Effective Date. This Ordinance shall be in force and effect from and after its passage.

[EXECUTION PAGE FOLLOWS]

PASSED AND ADOPTED, this _____, 2017.

CITY OF BELLAIRE, TEXAS

Mayor

ATTEST:

City Clerk

(City Seal)

Attachment: 2017 GO Bonds ordinance (2100 : Series 2017 General Obligation Bonds)

EXHIBIT "A"

PAYING AGENT/REGISTRAR AGREEMENT

Attachment: 2017 GO Bonds ordinance (2100 : Series 2017 General Obligation Bonds)

EXHIBIT "B"**ANNUAL FINANCIAL INFORMATION**

The City will provide certain updated financial information and operating data to certain information vendors annually. The information to be updated includes all quantitative financial information and operating data with respect to the City of the general type included in the Official Statement in APPENDIX B and under the schedules listed in the Official Statement in APPENDIX B. The City will update and provide this information within six months after the end of each fiscal year. The City will provide the updated information to the MSRB's EMMA system.

The City may provide updated information in full text or in such other form consistent with the agreement, or may incorporate by reference certain other publicly available documents, as permitted by Rule 15c2-12 (the "Rule"). The updated information will include audited financial statements, if the City commissions an audit and it is completed by the required time. If audited financial statements are not provided by that time, the City will provide audited financial statements when and if they become available, but if such audited financial statements are unavailable, the City will provide such financial statements on an unaudited basis within the required time. Any such financial statements will be prepared in accordance with the accounting principles described in the Official Statement in APPENDIX B or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation.



Google Earth



Attachment: Loftin Park Staging Area map 011317 (2149 : Laurel Street Open Space Policy)



ORDINANCE NO. 17- _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, GRANTING A TEMPORARY CODE SUSPENSION RELATED TO CHAPTER 27, STREETS, SIDEWALKS AND PUBLIC PLACES, ARTICLE V, PUBLIC PARKS, SECTION 27-96, LAUREL STREET OPEN SPACE POLICY, OF THE BELLAIRE CODE OF ORDINANCES FOR THE PURPOSE OF PROVIDING AN AREA FOR STAGING CONSTRUCTION EQUIPMENT, MATERIALS, SUPPLIES AND OTHER CONSTRUCTION RELATED ITEMS ASSOCIATED WITH THE MUNICIPAL FACILITIES PROJECT.

WHEREAS, *Chapter 27, Streets, Sidewalks and Public Places, Article V, Public Parks, Section 27-96, Laurel Street Open Space Policy, of the Bellaire Code of Ordinances (Section 27-96)* establishes an "open green space policy" (the "Policy") applicable to the area generally described as "all of the residential lots abutting the Laurel Street right-of-way on the north between Fifth Street and South Rice Avenue beginning at the point of intersection of Laurel Street and Fifth Street on the west and ending at the point of intersection of Laurel Street and South Rice Avenue on the east, along with: (1) the ten-foot strip that is contiguous to the north boundary lines of the residential lots; and (2) all property located between lots 7 and 8, and between lots 19 and 20, all as set out in the plat of the Town of Bellaire as recorded in Volume 3, Page 59, Harris County Map Records," (the area now commonly known as "Loftin Park"); and

WHEREAS, pursuant to the Policy, *Section 27-96 of the Bellaire Code of Ordinances* prohibits construction and improvements including but not limited to walls,

enclosures, parking lots and driveways that would prohibit informal activities and personal enjoyment, or development that would be detrimental to the open green space; and

WHEREAS, the City Council of the City of Bellaire, Texas, finds that granting a temporary suspension of the prohibitions contained in *Section 27-96* of the *Bellaire Code of Ordinances* within a designated area of Loftin Park that extends 140 feet west from South Rice Ave. into Loftin Park and across the park from the northern boundary to the southern boundary of the park will be beneficial to the citizens of the City of Bellaire by allowing for the staging of equipment, supplies, materials and other construction related items during the construction of the Municipal Facilities project; and

WHEREAS, once the construction of City Hall and the area surrounding it is complete and safe for public access, Loftin Park will be restored to its original condition; and

WHEREAS, ensuring that the original purpose of Loftin Park as open green space is maintained, City Council deems it essential that all trees not identified in the construction drawings to be removed are protected with proper tree protection; **NOW, THEREFORE,**

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

1. The recitals set forth above are found to be true and correct.
2. City Council of the City of Bellaire, Texas hereby suspends the application of *Section 27-96* of the *Bellaire Code of Ordinances* within a designated area of Loftin Park, specifically that area of Loftin Park that extends 140 feet west from South Rice Ave. into Loftin Park and across the park from the northern boundary to the southern boundary of the park, for the purpose of providing a staging area for construction equipment, supplies, materials and other construction related items, from April 1, 2017 and lasting until completion of the Municipal Facilities project.

3. The City Council of the City of Bellaire, Texas hereby requires all trees with in the designated area that are not to be removed as part of the Municipal Facilities project be provided adequate tree protection and that the designated area be restored back to its original intent and purpose once construction is completed.

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

PASSED, APPROVED and ADOPTED this, the 23nd day of January, 2017.

(SEAL)

ATTEST:

SIGNED:

Tracy L. Dutton, TRMC
City Clerk

Andrew S. Friedberg
Mayor

APPROVED AS TO FORM:

Alan P. Petrov
City Attorney

Attachment: Laurel Street Ordinance 011317 (2149 : Laurel Street Open Space Policy)



BALLOT

AUDIT FINANCE BOARD

Instructions: Please indicate your choice by marking an "X" beside the name(s) of **one (1)** applicant to serve as a member for a term of **one (1) year**. Applicant names are listed in alphabetical order.

- ☐ Griff Godwin, CPA (1st Choice)
- ☐ Patricia D. Lunn, CPA (Reapplying)
- ☐ Jason Taibel, CPA (1st Choice)
- ☐ Write-In _____

Signature: _____

Date: January 23, 2017



ORDINANCE NO. 17-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, APPOINTING A CITIZEN MEMBER TO SERVE AS THE CITIZEN APPOINTEE TO THE AUDIT FINANCE BOARD OF THE CITY OF BELLAIRE, TEXAS, FOR A ONE-YEAR TERM COMMENCING ON FEBRUARY 1, 2017, AND ENDING ON JANUARY 31, 2018.

WHEREAS, in November of 1998, the City Council of the City of Bellaire, Texas ("City Council"), by unanimous action, established an Audit Finance Committee consisting of three (3) members of the City Council (appointed by the Mayor), as well as the City Manager and Chief Financial Officer of the City of Bellaire, Texas, as non-voting members, for the purpose of advising the City Council concerning the audits of the City of Bellaire, Texas; and

WHEREAS, on September 9, 2002, the City Council formally established the Audit Finance Committee by Ordinance No. 02-051; and

WHEREAS, on August 20, 2012, based, in part, on recommendations submitted by the City's Sunset Review Committee, the City Council adopted Ordinance No. 12-038, which amended Chapter 2, Administration, Article VII, Boards and Commissions, of the Code of Ordinances of the City of Bellaire, Texas. One such recommendation related to a change in the name of the Audit Finance Committee to "Audit Finance Board" and a change in the membership of the Audit Finance Board, resulting in the addition of one (1) citizen appointee with financial and/or audit experience to be appointed by the City Council for a one-year term; and

WHEREAS, the term of the current citizen appointee to the Audit Finance Board, Patricia D. (Pat) Lunn, CPA, will expire on January 31, 2017; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Bellaire, Texas, to appoint the herein named person as the citizen appointee to the Audit Finance Board for a term of one (1) year commencing on February 1, 2017, and ending on January 31, 2018; **NOW, THEREFORE**,

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

1. The recitals set forth hereinabove are true and correct.

2. _____ is hereby appointed as the citizen appointee of the Audit Finance Board for a term of one (1) year commencing on February 1, 2017, and ending on January 31, 2018.

3. The appointment set forth herein shall be effective as of February 1, 2017, and such newly appointed person shall be installed at the first meeting of the Audit Finance Board following the effective date of the appointment herein.

PASSED, APPROVED, and ADOPTED this 23rd day of January, 2017.

(SEAL)

ATTEST:

SIGNED:

Tracy L. Dutton, TRMC
City Clerk

Andrew S. Friedberg
Mayor

APPROVED AS TO FORM:

Alan P. Petrov
City Attorney



BALLOT

CULTURAL ARTS BOARD UNEXPIRED TERM ENDING 2017

Instructions:

Please indicate your choice by marking an "X" beside the name(s) of **one (1)** applicant to serve as a member for a term of **commencing January 23, 2017, and ending June 30, 2017**. Applicant names are listed in alphabetical order.

☐

Sneha Bhavsar (1st Choice)

☐

Susan Downs (1st Choice)

☐

Shampa C. Mukerji (1st Choice)

☐

Jeanne Parker (1st Choice)

☐

Write-In _____

Signature: _____

Date: January 23, 2017



BALLOT

CULTURAL ARTS BOARD UNEXPIRED TERM ENDING 2018

Instructions:

Please indicate your choice by marking an "X" beside the name(s) of **one (1)** applicant to serve as a member for a term of **commencing January 23, 2017, and ending June 30, 2018**. Applicant names are listed in alphabetical order.

☐

Sneha Bhavsar (1st Choice)

☐

Susan Downs (1st Choice)

☐

Shampa C. Mukerji (1st Choice)

☐

Jeanne Parker (1st Choice)

☐

Write-In _____

Signature: _____

Date: January 23, 2017



ORDINANCE NO. 17-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, APPOINTING TWO (2) MEMBERS TO THE CULTURAL ARTS BOARD OF THE CITY OF BELLAIRE, TEXAS ("CAB"), TO FILL TWO (2) UNEXPIRED TERMS, BOTH COMMENCING ON JANUARY 23, 2017, AND ONE ENDING ON JUNE 30, 2017, AND THE OTHER ENDING ON JUNE 30, 2018.

WHEREAS, pursuant to the *Code of Ordinances of the City of Bellaire, Texas, Chapter 2, Administration, Article VII, Boards and Commissions, Division 1, Generally, Section 2-93, Eligibility for membership on boards, and Chapter 2, Administration, Article VII, Boards and Commissions, Division 3, Boards and Commissions Governed by City Charter, Ordinance or Resolution, Section 2-124, Cultural arts board*, the City Council of the City of Bellaire, Texas, appoints the members of the CAB; and

WHEREAS, two (2) members of the CAB resigned prior to the end of their terms on June 30, 2017, and June 30, 2018, as follows: Anita Mehta and Jennifer Hawes; and

WHEREAS, the City Council of the City of Bellaire, Texas, has determined that it is in the best interest of the City of Bellaire, Texas, to appoint the herein named persons as members of the CAB for terms commencing on January 23, 2017, with one ending on June 30, 2017, and the other ending on June 30, 2018;
NOW, THEREFORE,

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

1. **THAT** the recitals contained herein are found to be true and correct.
2. **THAT** _____ is hereby appointed as a member of the CAB for a term commencing on January 23, 2017, and ending on June 30, 2017.

3. THAT _____ is hereby appointed as a member of the CAB for a term commencing on January 23, 2017, and ending on June 30, 2018.

4. THAT the appointments as set forth herein shall be effective as of January 23, 2017, and such newly appointed member shall be installed at the first meeting of the CAB following the effective date of the appointments herein.

PASSED, APPROVED, and ADOPTED this, the 23rd day of January, 2017.

(SEAL)

ATTEST:

Tracy L. Dutton, TRMC
City Clerk

SIGNED:

Andrew S. Friedberg
Mayor

APPROVED AS TO FORM:

Alan P. Petrov
City Attorney