



CITY OF BELLAIRE TEXAS

MAYOR AND COUNCIL

DECEMBER 4, 2017

Council Chamber

Regular Session

6:30 PM

7008 S. RICE AVENUE
BELLAIRE, TX 77401

REGULAR SESSION - 6:30 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 6:30 p.m. on Monday, December 4, 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 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.

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

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

D. Pledges to The Flags - Gus E. Pappas, Council Member.

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

E. Special Recognition of the 2017 Bellaire Citizens Academy:

Presentation of "Certificates of Achievement" to the Members of the 2017 Bellaire Citizens Academy - Paul A. Hofmann, City Manager.

Mayor Friedberg announced that a special presentation would be made this evening to conclude the 2017 Bellaire Citizens Academy (BCA). The BCA, now in its second year, had proven to be a very successful program as part of the City's

ongoing effort to better engage with those the City served.

Mayor Friedberg continued and advised that the City was pleased to recognize and thank each of this year's participants in the BCA.

Paul A. Hofmann, City Manager, thanked the Mayor and City Council for their continued dedication to the idea of community engagement, participation and involvement. City Manager Hofmann advised that some changes were made to the program this year, such as the addition of classes. The second BCA went through eight (8) different classroom sessions and two different tours. He noted that a few of the graduates would also receive their certificates for CPR training.

City Manager Hofmann publicly thanked Raquel Porras of his office who organized the development of the classes with department directors, made sure the classroom was equipped and materials were presented and received and logged evaluations completed by BCA members. He also thanked department directors who had taken the time to prepare and present to the BCA.

Assistant City Manager Diane K. White assisted City Manager Hofmann by presenting certificates to the graduates as their names were announced. The graduates who were present and received a certificate were as follows:

Theresa Bosley;
Tania Campbell;
Jennifer Cross;
Maxine Epstein;
Mudit Kapur;
Julie Kuenstle;
Suzi Nelson; and
Andrew (Andy) Williamson.

The names of graduates who were unable to attend this evening were as follows:

Matt Banks;
Gigi Cox;
John Ross; and
Kim Reichert.

Mayor Friedberg thanked all of the participants for their engagement in the City and stated that he looked forward to their continued participation. Mayor Friedberg also expressed appreciation of Raquel Porras and other members of City Staff that were instrumental in putting on the second BCA.

F. Personal/Audience Comments.

Mayor Friedberg briefly summarized the procedures for personal/audience comments, noting that speakers were allowed five (5) minutes with no extension, and with notice after four (4) minutes that one (1) minute was left. One speaker form was received from Bellaire resident Robert Riquelmy who was invited to provide his comments.

Robert Riquelmy:

Mr. Riquelmy addressed City Council to read a second installment of an article titled "Why Are Police Officers More Dangerous Than Airplanes?" by Pagan Kennedy from the August 11, 2017, edition of The New York Times.

G. Reports:

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

City Manager Hofmann presented the City Manager's Report dated December 4, 2017, to members of the City Council. The report included several updates regarding communications, Hurricane Harvey, municipal facilities, and the Bellaire Brave initiative. Other topics included in the report related to upcoming events and agenda items.

After the City Manager's Report, **Mayor Friedberg** opened the floor for questions from members of the 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. Monthly Financial Report for the Period Ending October, 2017 - Submitted by Terrence Beaman, Chief Financial Officer.

Terrence Beaman, Chief Financial Officer (CFO), presented the monthly financial report for the period ending October 31, 2017, to the members of the City Council. CFO Beaman's report included an overview of General and Enterprise Fund revenues and expenditures for the first month of the fiscal year.

After the conclusion of the monthly financial report for the period ending October 31, 2017, **Mayor Friedberg** opened the floor for questions from the City Council. Following questions, Mayor Friedberg announced that the monthly financial report was concluded and continued to the next report on the agenda.

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

Denton Ragland, Executive Director, Evelyn's Park Conservancy (Conservancy), presented a quarterly report to members of the City Council. He indicated that he had received some feedback to his request for types of information that City Council would like to hear when he presented his quarterly report. Based on that feedback, Executive Director Ragland's report covered the topics of park safety, future projections (usage and rental income), and the relationship between the Conservancy and the City.

With respect to safety, Executive Director Ragland provided some safety-related concerns that had arisen now that the park is operational, and the steps the Conservancy has taken to address those concerns. One of those involves sight lines for drivers exiting the park onto Mulberry Lane. Executive Director Ragland advised that he was working with a landscape architect to remove the existing bushes and replace them with shrubs or trees that have a higher profile so that drivers could see through them.

With respect to future projections related to park usage, Executive Director Ragland advised that the future projections that were initially made were predicated on the park opening in June of 2016. Since the opening occurred much later, the park and restaurant were still building momentum at this point in time. Numbers of patrons utilizing the park continued to increase, with at least 1,000 in attendance during the recent "Holiday Market in the Park" event.

As to the relationship between the Conservancy and the City, Executive Director

Ragland stated that he could not be any happier with regard to how the relationship with the City was going.

After the report, Executive Director Ragland answered questions presented to him by members of the City Council. Following questions, **Mayor Friedberg** announced that the quarterly report was concluded and continued to the next report on the agenda.

4. Update of the 2016 Bonds for Better Bellaire Program - Submitted by Michael Leech, Director of Public Works.

Mayor Friedberg introduced the agenda item, noting that the report would provide an update of the 2016 Bonds for Better Bellaire Program. He also noted that the update would set the stage for five engineering services contracts that City Council would be asked to approve later in the agenda. Mayor Friedberg suggested that City Council could decide at the end of the presentation whether to consider the contracts at that time.

Michael Leech, Director of Public Works, advised that he had two objectives for his presentation. The first was to provide an update on the progress made to date on the Bonds for Better Bellaire Program. The second objective was to request the approval of City Council for five engineering contracts. The purpose of the contracts was to further the program by addressing subsequent phases of the work.

Reference was made to contracts that were approved in March of 2017 and underway for water and wastewater projects, as well as streets, drainage, and sidewalk projects, as set forth below.

Group A, Phase I (Water and Wastewater Line Improvements)

Director Leech indicated that ARKK Engineers, LLC, was finishing the design work for Group A, Phase I, and advised that the Public Works Department would return to City Council in the January to February time frame to request the award of a construction contract for the project.

Group B, Phase I (Streets and Drainage Project)

Director Leech indicated that HDR, Inc., was the engineering consultant for Group B, Phase I. He advised that a neighborhood meeting was held for the project on November 14, 2017. The next step for this project would be the award of a construction project in the January to February time frame.

Group C, Phase II (Streets and Drainage)

Costello Inc. was identified as the engineering consultant for the streets and drainage project known as Group C, Phase II. Director Leech advised that this project included the installation of flap gates (backflow preventers) previously discussed with City Council and noted that the Public Works Department hoped to expedite the flap gate portion of the project. Following an inquiry from a member of City Council, Director Leech advised that the flap gates would prevent water from Brays Bayou from flowing backwards into the City's drainage system, and stated that the next step would be the award of a construction contract toward the end of fiscal year 2018.

Group D, Phase II (Sidewalk Project)

Director Leech advised that Kelly R. Kaluza & Associates, Inc., served as the engineering consultant for the Group D, Phase II, Sidewalk Project. He stated that the Public Works Department was still working through resident concerns expressed during a neighborhood meeting held in October. The next step would be the award of a construction contract in the January to February time frame.

Director Leech next provided an overview of the projects on the agenda for consideration this evening. He noted that there were three different types of contracts associated with a project as follows: 1) design services, 2) third party design review services, and 3) construction management and inspection services. With respect to the consultant selection process, Director Leech advised that the City issued "Requests for Proposals" and received 38 responses from engineering firms.

Group A, Phase II (Water and Wastewater Line Improvements)

The Public Works Department recommended ARKK Engineers, LLC, for design services and KIT Professionals, Inc., for construction management and inspection services on the Group A, Phase II, project.

Group C, Phase III (Streets, Drainage, and Sidewalk Projects)

With respect to Group C, Phase III, the Public Works Department recommended Kelly R. Kaluza & Associates, Inc., for design services and ARKK Engineers, LLC, for third party design review services and construction management and observation/inspection services.

Group D, Phase II (Sidewalk Project)

The engineering firm recommended to provide design services for the Group D, Phase II, project was MBCO Engineering & Surveying for design services and ARKK Engineers, LLC, for third party design review and construction management and observation/inspection services.

Members of the City Council asked questions as the presentation progressed. After the presentation was concluded, **Mayor Friedberg** inquired as to whether any member of City Council objected to the consideration of the five construction contracts at this point in the meeting. Hearing none, Mayor Friedberg advised that **by general consent, the Rules of Procedure were suspended to allow City Council to address the five construction contracts.**

See: Agenda items H.2.a, H.2.b, H.2.c, H.2.d, and H.2.e.

H. New Business:**1. Consent Agenda:**

Note: Prior to consideration of the Consent Agenda, members of City Council considered and acted on agenda items H.2.a., H.2.b., H.2.c., H.2.d., and H.2.e., as set forth below.

a. Adoption of Minutes:

Consideration of and possible action on the adoption of the minutes of the

Regular Sessions of the City Council of the City of Bellaire, Texas, held on Monday, October 16, 2017, and Monday, November 6, 2017 - Submitted by Tracy L. Dutton, City Clerk.

- i. Mayor and Council - Regular Session - Oct 16, 2017 6:00 PM
- ii. Mayor and Council - Regular Session - Nov 6, 2017 7:00 PM

b. Adoption of Resolution:

Consideration of and possible action on the adoption of a resolution of the City Council of the City of Bellaire, Texas, approving the participation by the City of Bellaire, Texas, in The Interlocal Purchasing System (TIPS) purchasing cooperative offered by Region VIII Education Service Center pursuant to the authority granted by the Texas Government Code, §791.001, et seq., for the purchase of goods and services; authorizing the City Manager of the City of Bellaire, Texas, to execute an Interlocal Agreement with Region VIII Education Service Center on behalf of the City of Bellaire, Texas; and designating the Chief Financial Officer as the “primary purchasing person” for the City of Bellaire, Texas, regarding said purchasing cooperative - Submitted by Terrence Beaman, Chief Financial Officer.

Mayor Friedberg noted that the Consent Agenda consisted of three items. Before reading the captions of the three items, Mayor Friedberg referred to a substitute version for the resolution (the third item on the Consent Agenda) that had been placed on the dais for City Council consideration. He advised that minor, clean up changes had been made and asked members of City Council to review the substitute resolution, as well as the redlined copy.

Mayor Friedberg read the captions of the three items included on the Consent Agenda, and asked if any member of City Council wished to remove any of the items on the Consent Agenda for individual or separate consideration. Seeing none, he entertained a motion to adopt the Consent Agenda.

Motion:

To adopt the Consent Agenda dated December 4, 2017.

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

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

Council’s having already approved the five engineering services contracts,

Mayor Friedberg moved to the end of the agenda for community interest items.

2. Adoption of Ordinances:

- a. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the City Manager and the City Clerk of the City of Bellaire, Texas, to execute and attest, respectively, a Contract and Agreement for Engineering Services with ARKK Engineers, LLC, for the provision of engineering services associated with the Bonds for Better Bellaire 2016 Group A Phase 2, Waterline and Wastewater Line Replacement Project, in an amount not to exceed \$307,015.00 - Submitted by Michael Leech, Director of Public Works.

Mayor Friedberg read the captions for agenda items H.2.a, H.2.b., H.2.c., H.2.d., and H.2.e. and opened the floor for questions and discussion related to all five of the proposed engineering contracts recommended by the Public Works Department.

Following questions and discussion, Mayor Friedberg entertained a motion related to agenda item H.2.a to adopt the ordinance as presented authorizing a Contract and Agreement for Engineering Services with ARKK Engineers, LLC, for the provision of engineering services associated with the Bonds for Better Bellaire 2016 Group A, Phase II, Water Line and Wastewater Line Replacement Project, in an amount not to exceed \$307,015.00.

Motion:

To adopt the ordinance as presented authorizing a Contract and Agreement for Engineering Services with ARKK Engineers, LLC, for the provision of engineering services associated with the Bonds for Better Bellaire 2016 Group A, Phase II, Water Line and Wastewater Line Replacement Project, in an amount not to exceed \$307,015.00.

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

Mayor Friedberg opened the floor for discussion on the motion. Hearing none, he proceeded with a vote on the motion.

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

- b. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the City Manager and the City Clerk of the City of Bellaire, Texas, to execute and attest, respectively, a Contract and Agreement for Engineering Services with KIT Professionals, Inc., for the provision of construction management and inspection services associated with the Bonds for Better Bellaire 2016 Group A Phase 2, Waterline and Wastewater Line Replacement Project, in an amount not to exceed \$211,500.00 - Submitted by Michael Leech, Director of Public Works.

Mayor Friedberg entertained a motion to adopt the ordinance as presented

authorizing a Contract and Agreement for Engineering services with KIT Professionals, Inc., for the provision of construction management and inspection services associated with the Bonds for Better Bellaire Program 2016, Group A, Phase II, Water Line and Wastewater Line Replacement Project, in an amount not to exceed \$211,500.00.

Motion:

To adopt the ordinance as presented authorizing a Contract and Agreement for Engineering Services with KIT Professionals, Inc., for the provision of construction management and inspection services associated with the Bonds for Better Bellaire Program 2016, Group A, Phase II, Water Line and Wastewater Line Replacement Project, in an amount not to exceed \$211,500.00.

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

Mayor Friedberg opened the floor for discussion related to the motion. Hearing none, action was taken by City Council to adopt the motion, which received unanimous support.

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

- c. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the City Manager and the City Clerk of the City of Bellaire, Texas, to execute and attest, respectively, a Contract and Agreement for Engineering Services with Kelly R. Kaluza & Associates, Inc., for the provision of engineering services associated with the Bonds for Better Bellaire 2016 Group C Phase 3, Streets, Drainage and Sidewalks Project, in an amount not to exceed \$510,350.00 - Submitted by Michael Leech, Director of Public Works.

Mayor Friedberg entertained a motion to adopt the ordinance as presented authorizing a Contract and Agreement for Engineering Services with Kelly R. Kaluza & Associates, Inc., for the provision of engineering services associated with the Bonds for Better Bellaire 2016 Group C, Phase III, Streets, Drainage and Sidewalks Project, in an amount not to exceed \$510,350.00.

Motion:

To adopt the ordinance as presented authorizing a Contract and Agreement for Engineering Services with Kelly R. Kaluza & Associates, Inc., for the provision of engineering services associated with the Bonds for Better Bellaire 2016, Group C, Phase III, Streets, Drainage and Sidewalks Project, in an amount not to exceed \$510,350.00.

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

Mayor Friedberg opened the floor for discussion on the motion. Hearing none, action was taken by the City Council resulting in the unanimous adoption of the ordinance.

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

- d. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the City Manager and the City Clerk of the City of Bellaire, Texas, to execute and attest, respectively, a Contract and Agreement for Engineering Services with MBCO Engineering, LLC, for the provision of engineering services associated with the Bonds for Better Bellaire 2016 Group D Phase 2, Sidewalk Improvements Project, in an amount not to exceed \$137,303.60 - Submitted by Michael Leech, Director of Public Works.

Mayor Friedberg entertained a motion to adopt the ordinance as presented authorizing a Contract and Agreement for Engineering Services with MBCO Engineering, LLC, for the provision of engineering services associated with the Bonds for Better Bellaire 2016 Group D, Phase II, Sidewalk Improvements Project, in an amount not to exceed \$137,303.60.

Motion:

To adopt the ordinance as presented authorizing a Contract and Agreement for Engineering Services with MBCO Engineering, LLC, for the provision of engineering services associated with the Bonds for Better Bellaire 2016 Group D, Phase II, Sidewalk Improvements Project, in an amount not to exceed \$137,303.60.

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

Mayor Friedberg opened the floor for discussion related to the motion. Hearing none, action was taken, and the ordinance was unanimously adopted.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Trisha S. Pollard, Council Member
SECONDER:	Michael Fife, Council Member
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, authorizing the City Manager and the City Clerk of the City of Bellaire, Texas, to execute and attest, respectively, a Contract and Agreement for Engineering Services with ARKK Engineers, Inc., for the provision of third party review, construction management and construction observation services associated with the Bonds for Better Bellaire 2016 Group C Phase 3, Streets, Drainage and Sidewalks Project, and the Group D Phase 2, Sidewalk Improvements Project, in an amount not to exceed \$671,900.00 - Submitted by Michael Leech, Director of Public Works.

Mayor Friedberg entertained a motion to adopt the ordinance as presented

authorizing a Contract and Agreement for Engineering Services with ARKK Engineers, LLC, for the provision of third party review and construction management and observation services associated with the Bonds for Better Bellaire 2016 Group C, Phase III, Streets, Drainage and Sidewalk Project, and Group D, Phase II, Sidewalk Improvements Project, in an amount not to exceed \$671,900.00.

Motion:

To adopt the ordinance as presented authorizing a Contract and Agreement for Engineering Services with ARKK Engineers, LLC, for the provision of third party review and construction management and observation services associated with the Bonds for Better Bellaire 2016 Group C, Phase III, Streets, Drainage and Sidewalk Project, and Group D, Phase II, Sidewalk Improvements Project, in an amount not to exceed \$671,900.00.

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

Mayor Friedberg opened the floor for discussion on the motion. Hearing none, action was taken, resulting in the unanimous adoption of the ordinance.

Following action on agenda item H. 2e., **Mayor Friedberg** returned to the Consent Agenda.

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

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

Community interest items from the Mayor and City Council included expressions of thanks to staff for their work on the Holiday in the Park event and to all veterans for their service to the country; special mention of staff for the beautiful holiday lights and to Mrs. Claus (Mary Cohrs, Director of Library) for her service as the emcee during the Holiday in the Park event; a suggestion was made to increase the length of traffic signal time so that people had more time to cross Newcastle Street and Bellaire Boulevard to visit Evelyn's Park; and expressions of congratulations to the Bellaire Citizens Academy graduates and to City Manager Paul A. Hofmann on his nomination as the Public Official of the Year Award, which was an impressive honor.

J. Adjourn.

Mayor Friedberg announced that the Regular Session of the City Council of the City of Bellaire, Texas, was adjourned at 8:45 p.m. on Monday, December 4, 2017.



City of Bellaire

Monthly Financial Report for the period ended October 31, 2017

Attachment: OCTOBER 2017 MONTHLY REPORT (2173 : Monthly Financial Report for the Period Ending October 31, 2017)

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City of Bellaire Finance **MEMORANDUM**

To: Paul A. Hofmann, City Manager

From: Terrence Beaman, Chief Financial Officer

Date: December 4, 2017

Subject: Financial Analysis for Month Ended October 31, 2017

This financial analysis compares the actual year-to-date revenues and expenditures of the General Fund, Enterprise Fund, and Debt Service Fund to their respective allocated budgets.

The allocated budget accounts for cyclical trends in revenues and expenditures versus allocating a straight 1/12 of the annual budget per month. The allocated budget is based on the actual revenue/expenditures incurred by month as a percentage of the total revenue/expenditures incurred by year for the most recent five years.

GENERAL FUND

General Fund Revenues:

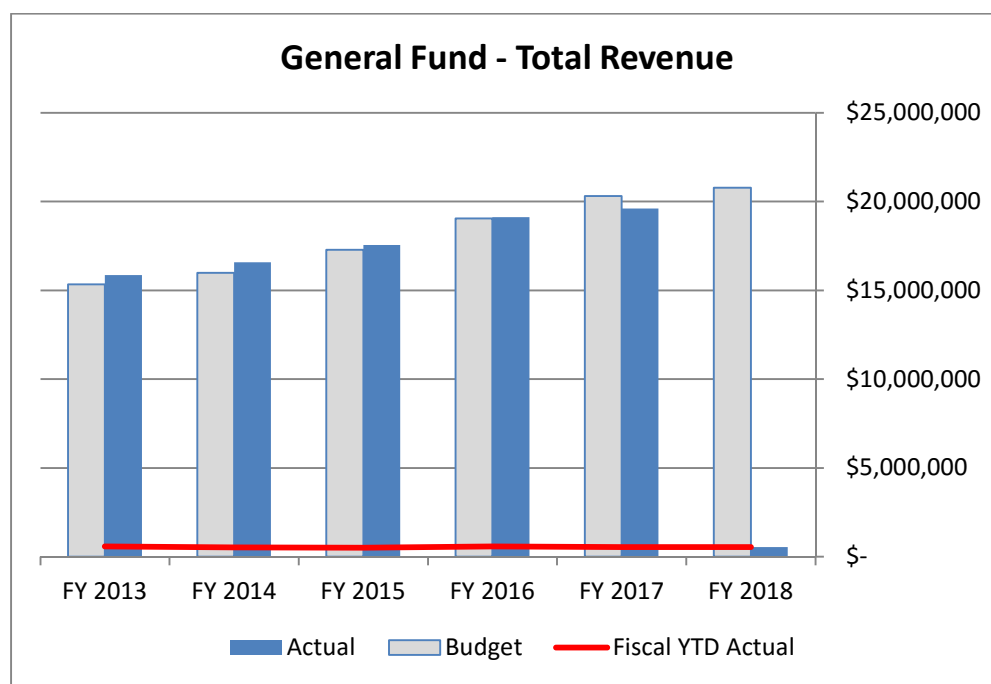
FY 2018 Budget	YTD Allocated Budget	YTD Actual	Over/(Under) Allocated Budget
\$20,783,835	\$570,421	\$539,844	(\$30,576)

For the month ended October 31, 2017, the General Fund collected 3% of its total budgeted revenues and is under its allocated budget by \$30,576, or 5%.

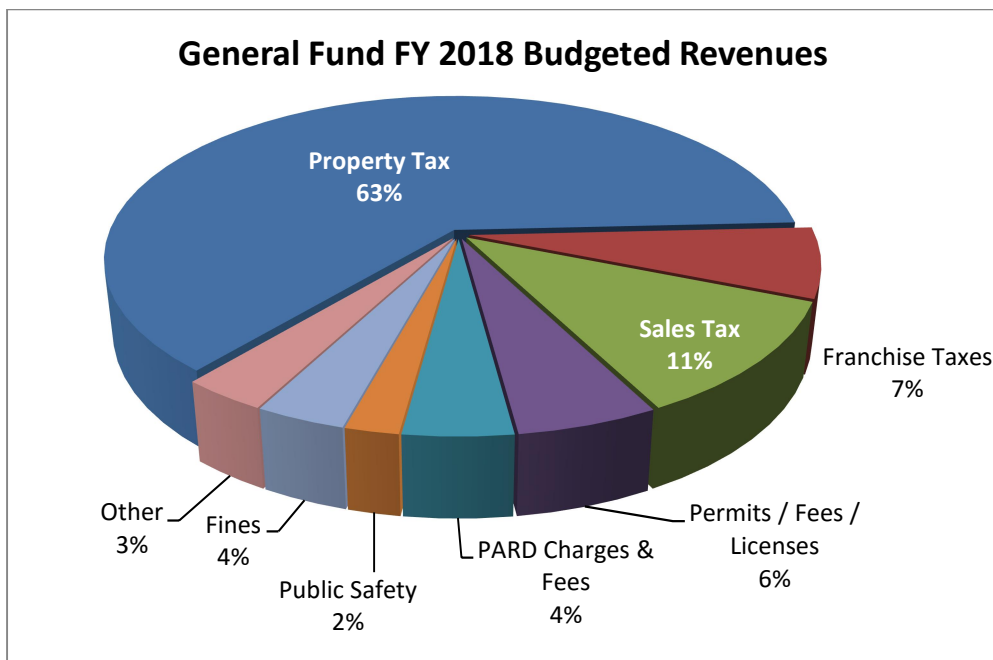
As reflected in the following table, the revenue categories causing the majority of the variance from allocated budget are permits/fees/licenses and public safety, which combined are under the allocated budget by \$33,805.

Revenue Category	FY 2018 Budget	YTD Allocated Budget	YTD Actual	Over/(Under) Allocated Budget
Property Tax	\$13,118,646	\$6,347	\$8,965	\$2,618
Franchise Tax	1,424,734	111,856	104,042	(7,814)
Sales Tax	2,348,555	162,886	165,933	3,047
Permits/Fees/Licenses	1,143,400	89,735	67,357	(22,378)
PARD Charges & Fees	887,400	46,042	54,109	8,068
Public Safety	436,400	31,849	20,421	(11,427)
Fines	730,000	64,769	57,840	(6,929)
Other	694,700	56,937	61,176	4,239
Total	\$20,783,835	\$570,421	\$539,844	(\$30,576)

A discussion of individual revenue categories follows the discussion of total revenues.

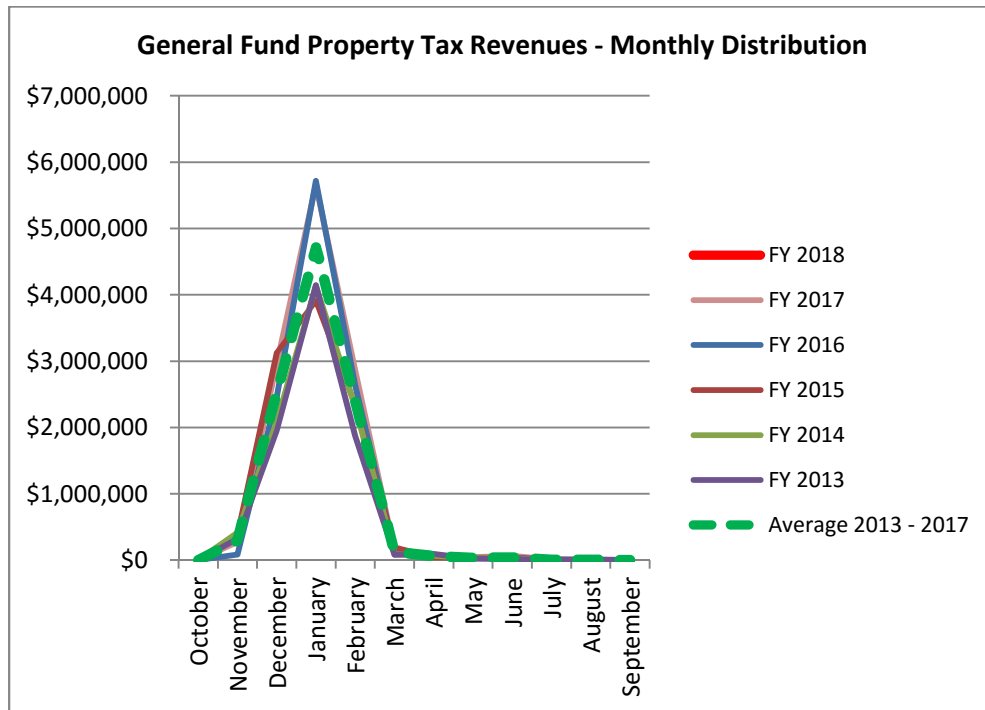


Property tax makes up the largest category of revenues in the General Fund at 61% of all FY 2018 budgeted revenues, followed by sales tax at 13% and franchise taxes at 7%.



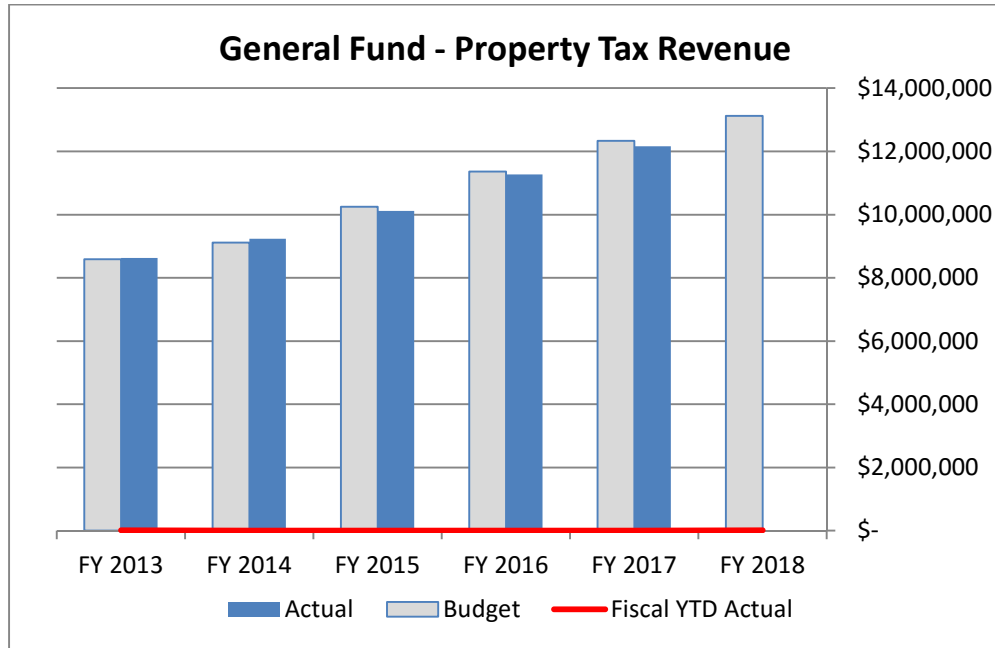
Property Tax

The timing of property tax collections is driven by the January 31 due date, after which penalties are incurred. As reflected in the following chart, Property taxes are weighted heavily toward the December to February time period due to the aforementioned due date.



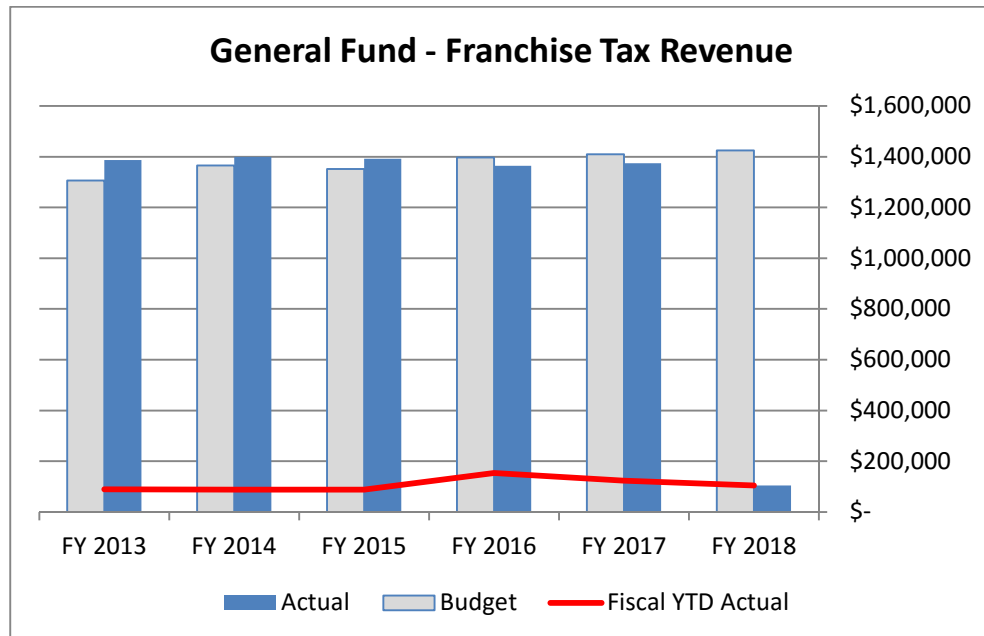
The City collected 0%, or \$8,965, of its budgeted property tax revenue during the month ended October 31, 2017, which is over the allocated budget by \$2,618, or 41%. It is typical for the City to collect only a negligible amount of property tax in October.

FY 2018 property taxes are budgeted for \$13.1 million, an increase of \$0.8 million over FY 2017's \$12.3 million. The budgeted increase in property taxes is driven by a general tax rate increase of \$0.0127 per \$100 of assessed value, or 5.0%, and a 1.9% increase in taxable values.



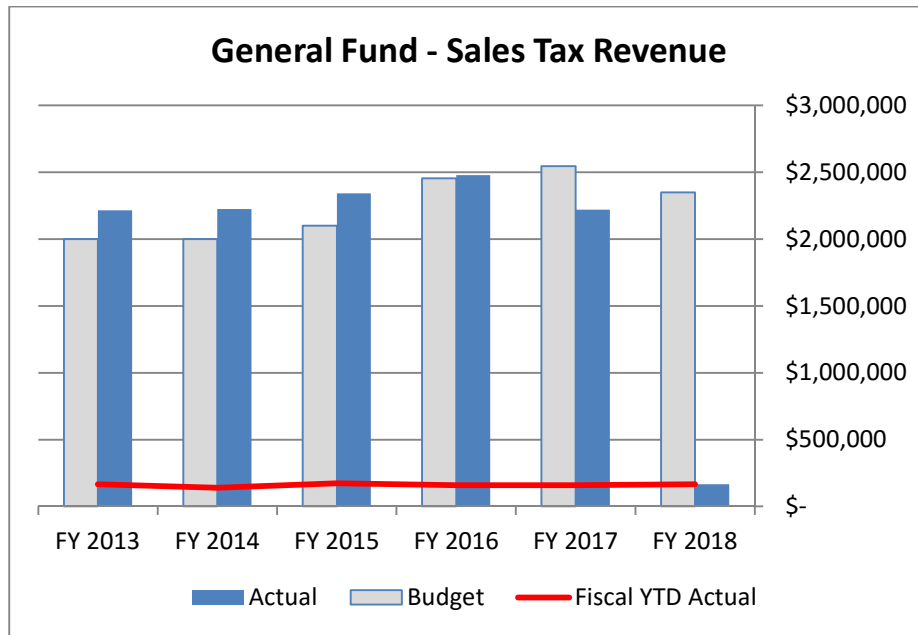
Franchise Taxes

Franchise taxes of \$111,856 for the month ended October 31, 2017 are under the allocated budget by \$7,814, or 7%. Electric franchise tax payments are generally received monthly. Gas, telephone, and cable franchise tax payments are generally received quarterly.



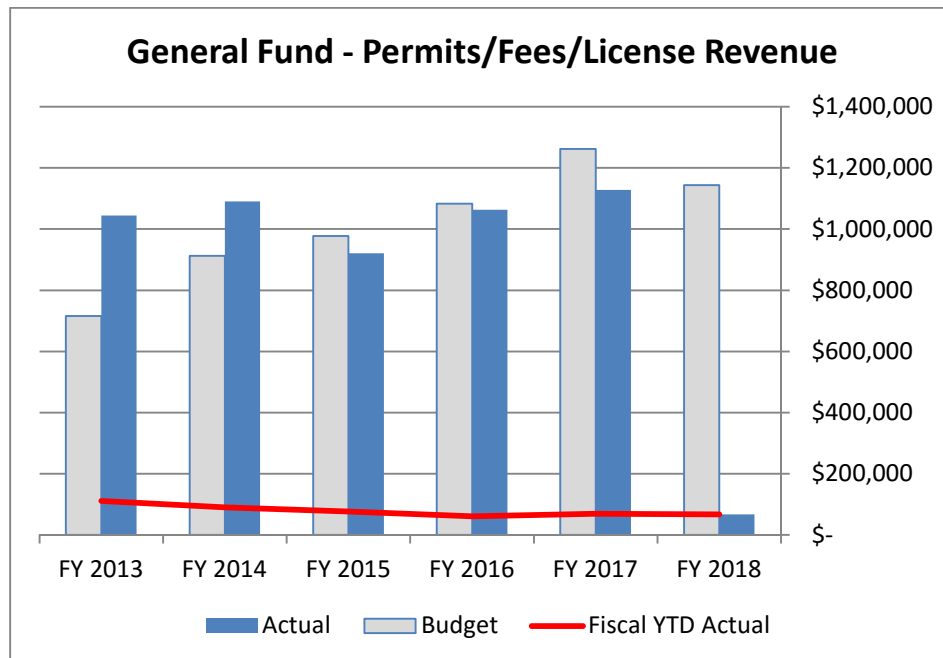
Sales Tax

Sales tax revenue of \$165,933 for the month ended October 31, 2017, is over the allocated budget by \$3,047, or 2%.

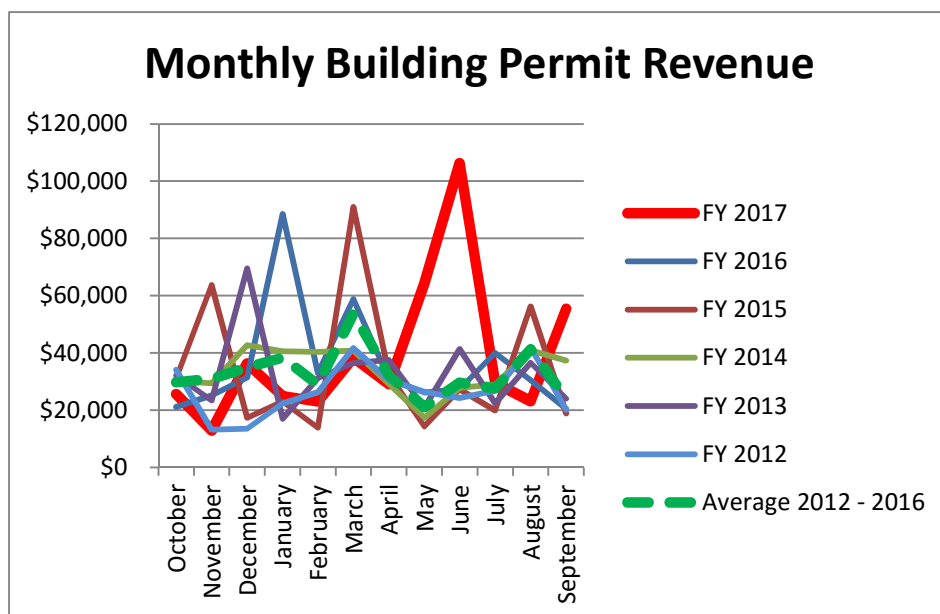


Permits, Fees, and Licenses

Development permits, fees, and licenses of \$67,357 are under the allocated budget by \$22,378, or 25%.

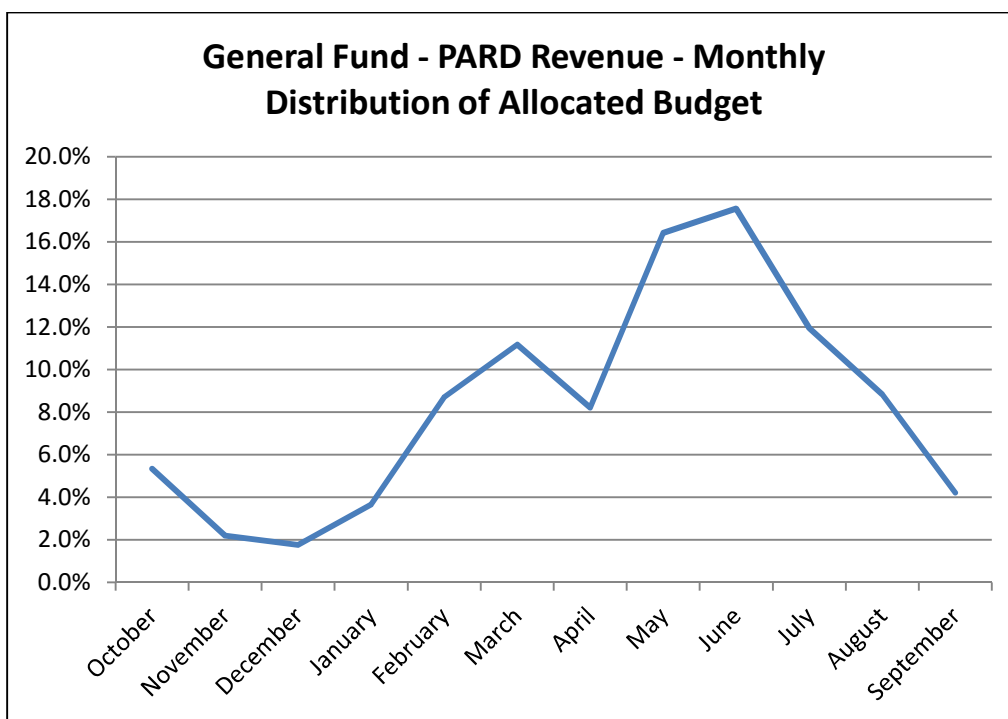


Building permit revenues make up 62% of the permits/fees/license revenue budget. As reflected in the following chart, building permit revenues are volatile from month-to-month. Other categories of building permit revenue exhibit similar monthly volatility.

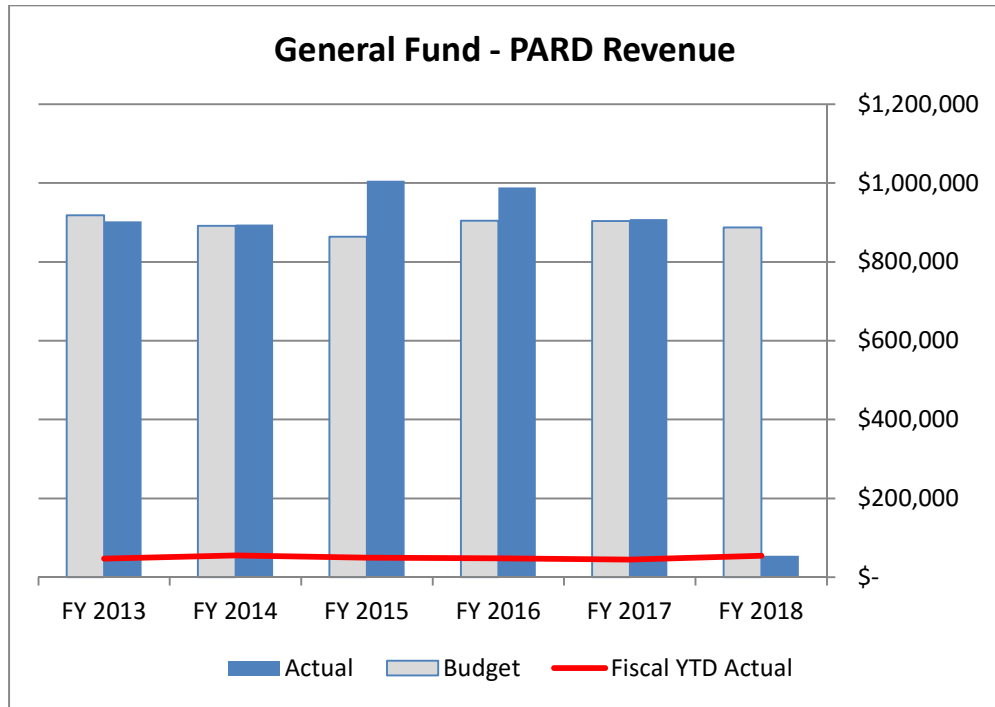


PARD Charges & Fees

As reflected in the following chart, Parks and Recreation fees are weighted heavily toward the summer months when Camp Paseo is operating and the swimming pools are open daily.

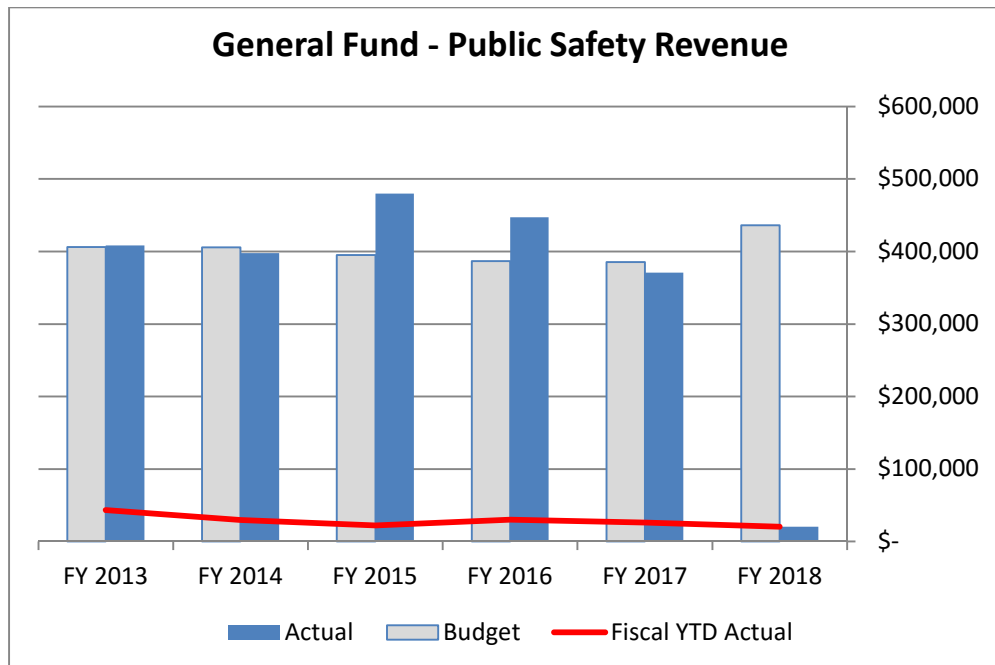


Parks and Recreation fees of \$54,109 are over the allocated budget by \$8,068, or 6%.

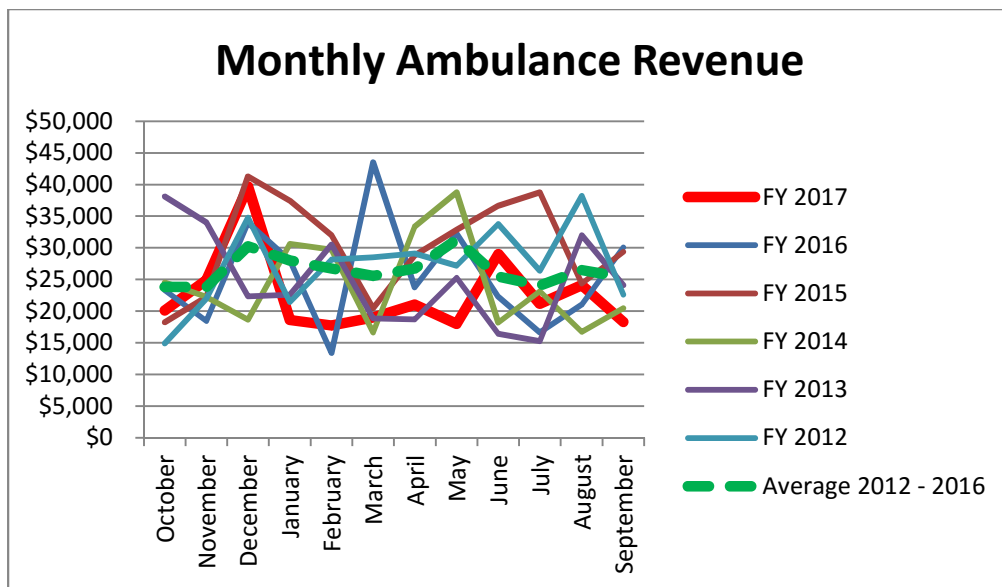


Public Safety

Public Safety revenues of \$20,421 are under the allocated budget by \$11,427, or 36%.

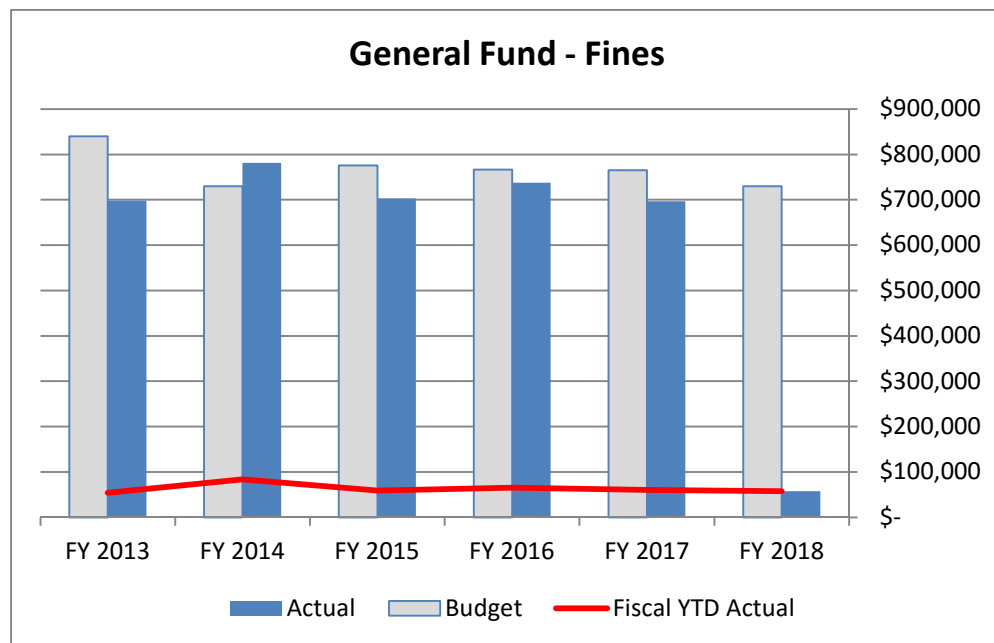


Ambulance fees make up 80% of the public safety revenue budget. As reflected in the following chart, ambulance fees are volatile from month-to-month.



Fines

Fine revenues of \$57,840 are under the allocated budget by \$6,929, or 11%.



General Fund Expenditures:

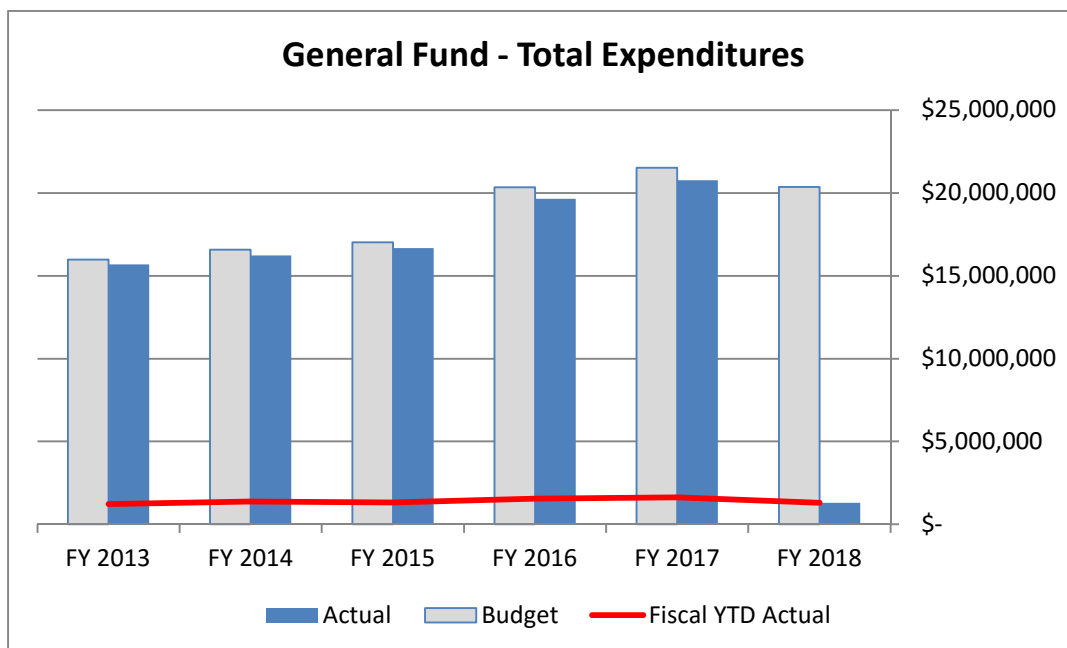
FY 2018 Budget	YTD Allocated Budget	YTD Actual	Over/(Under) Allocated Budget
\$20,359,848	\$1,644,682	\$1,299,745	(\$346,162)

For the month ended October 31, 2017, the General Fund expended 6% of its total budgeted expenditures and is under its allocated budget by \$346,162, or 21%.

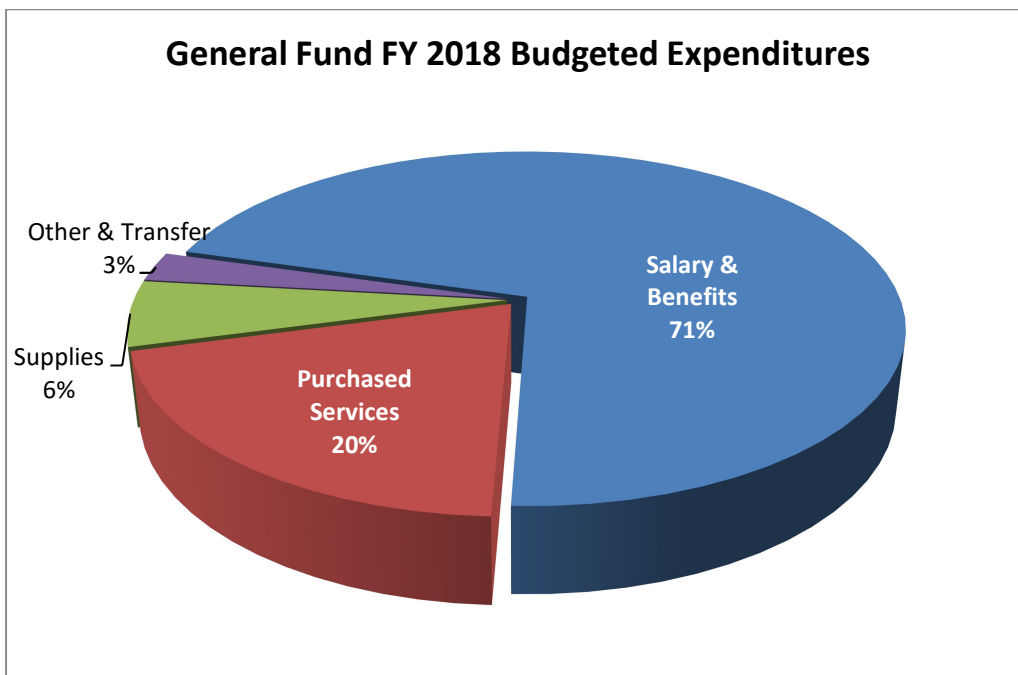
As reflected in the following table, the expenditure categories causing the majority of the variance from allocated budget are salaries and purchased services, which combined are under the allocated budget by \$334,825.

Expenditure Category	FY 2018 Budget	YTD Allocated Budget	YTD Actual	Over/(Under) Allocated Budget
Salaries & Benefits	\$14,495,815	\$1,172,384	\$1,009,888	(\$162,496)
Purchased Services	4,110,441	360,713	188,384	(172,329)
Supplies	1,212,641	69,287	56,877	(12,410)
Other/Transfers	540,951	42,298	43,371	1,073
Non-Payroll Disaster	-	-	1,225	1,225
Total	\$20,359,848	\$1,644,682	\$1,299,745	(\$346,162)

A discussion of individual expenditure categories follows the discussion of total expenditures.

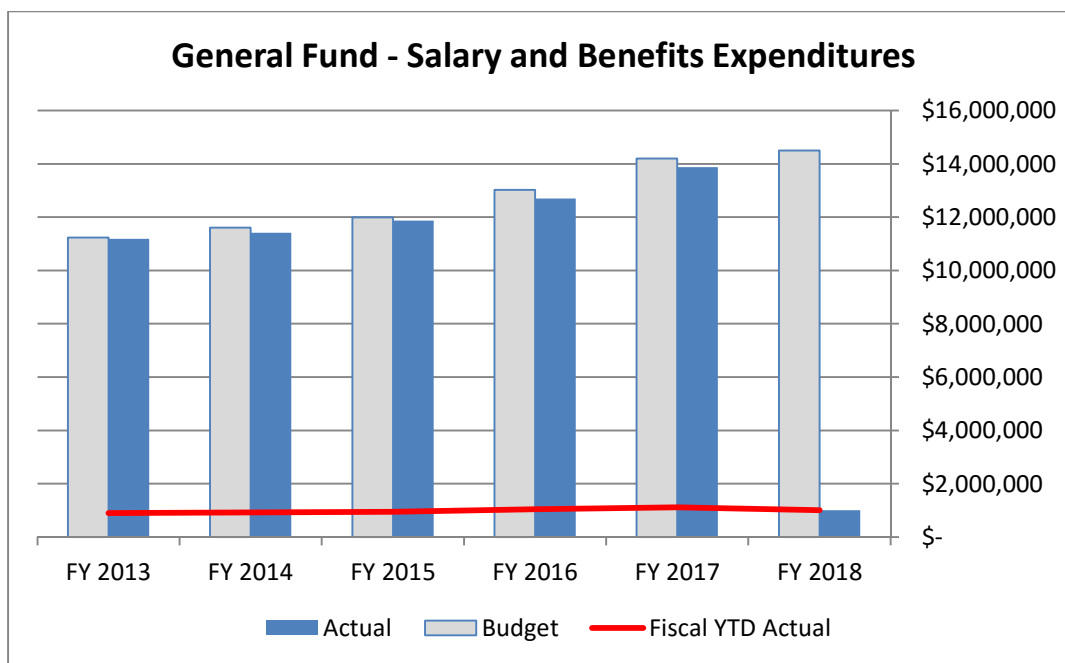


Salaries and benefits make up the largest category of expenditures in the General Fund at 71% of all FY 2018 budgeted expenditures, followed by purchased services at 20%.



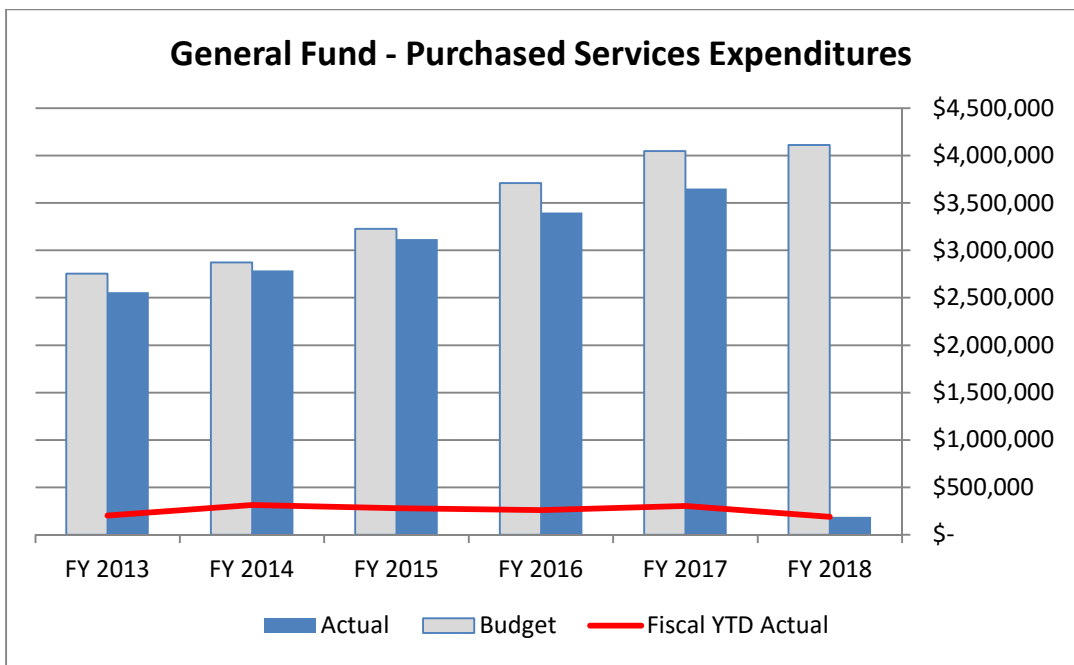
Salary and Benefits

Salary and benefits of \$1,009,888 are under the allocated budget by \$162,496, or 14%.



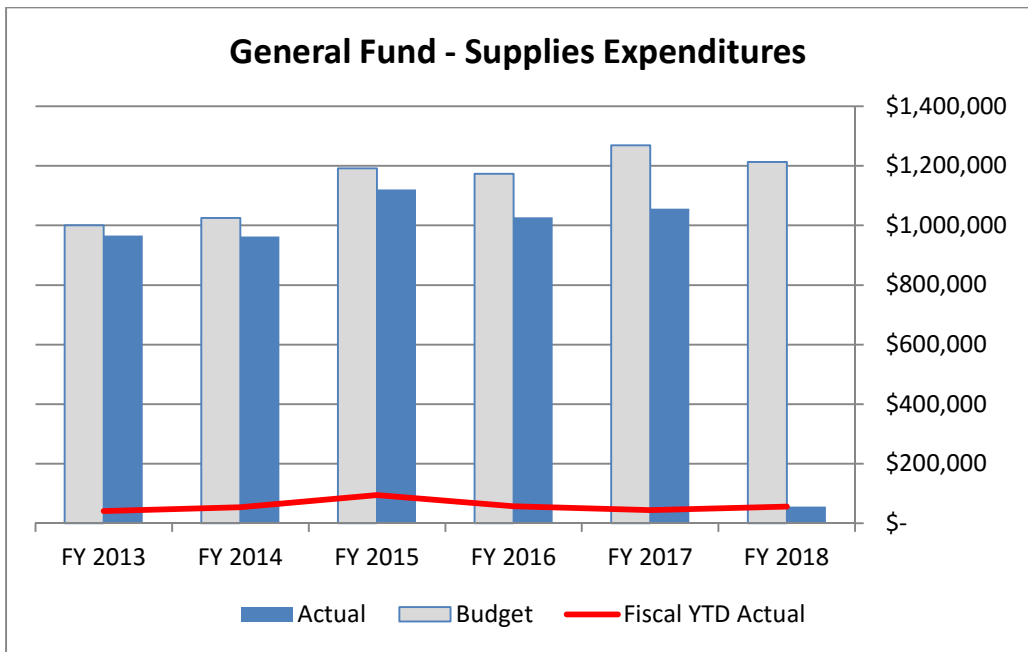
Purchased Services

Purchased services of \$188,384 are under the allocated budget by \$172,329, or 48%.



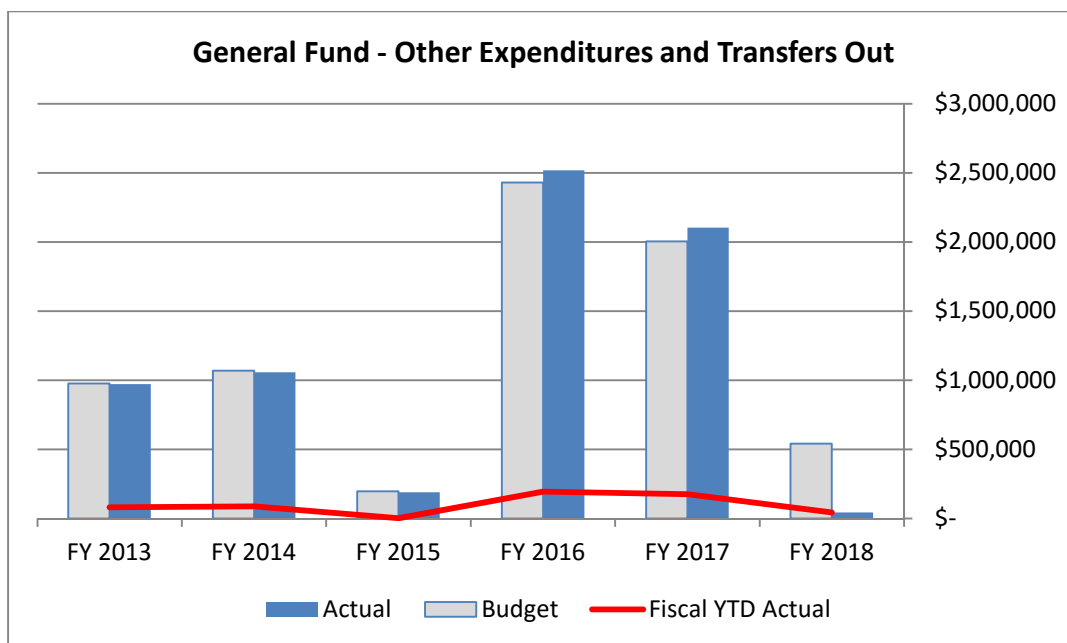
Supplies

Supplies of \$56,877 are under the allocated budget by \$12,410, or 18%.



Other Expenditures and Transfers Out

The "other expenditures and transfers out" category is mainly the monthly transfers from the General Fund to (1) the Capital Improvement Fund and (2) the Vehicle and Equipment Replacement Fund. Other expenditures and transfers out in the month ended October 31, 2017, of \$43,371 are over the allocated budget by \$1,073, or 3%.



Total budgeted transfers out of the General Fund are \$492,926, or \$41,077/month.

G/L Account Classification	FY 2018 Budget	YTD Actual	Actual as % of Budget	% of FY Complete
740 – Operating Transfers Out	\$492,926	\$41,077	8%	8%
711 – Credit Card Fees	\$41,000	\$2,294	6%	8%
710 – Banking Charges	\$7,025	\$0	0%	8%
Total	\$540,951	\$43,371	8%	8%

ENTERPRISE FUND

Enterprise Fund Revenues:

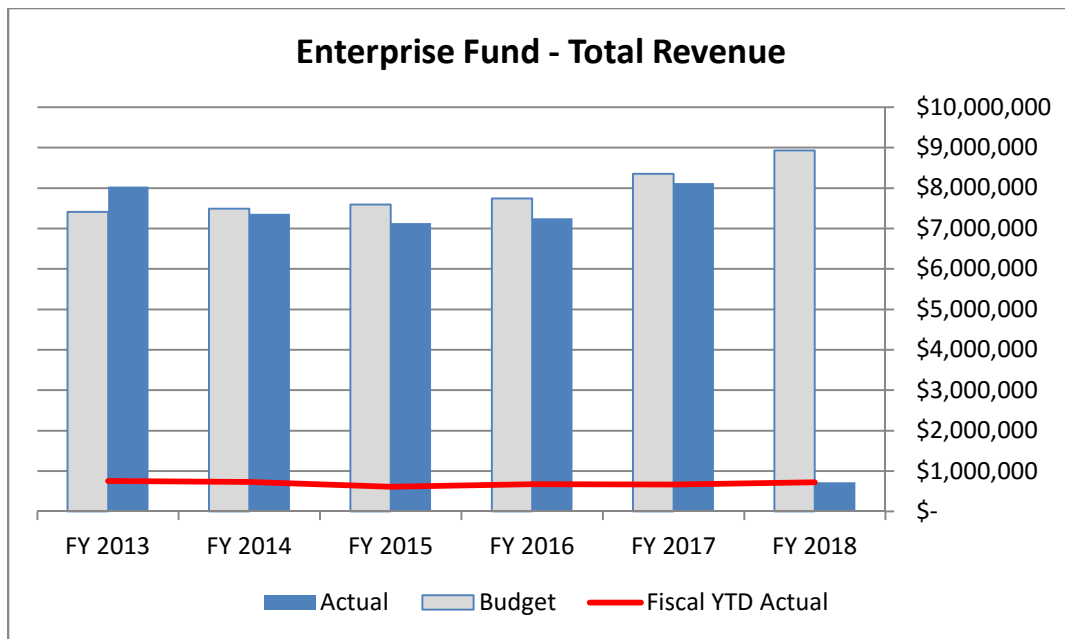
FY 2018 Budget	YTD Allocated Budget	YTD Actual	Over/(Under) Allocated Budget
\$8,932,118	\$816,366	\$722,850	(\$93,516)

For the month ended October 31, 2017, the Enterprise Fund collected 8% of its total budgeted revenues and is under its allocated budget by \$93,516, or 12%.

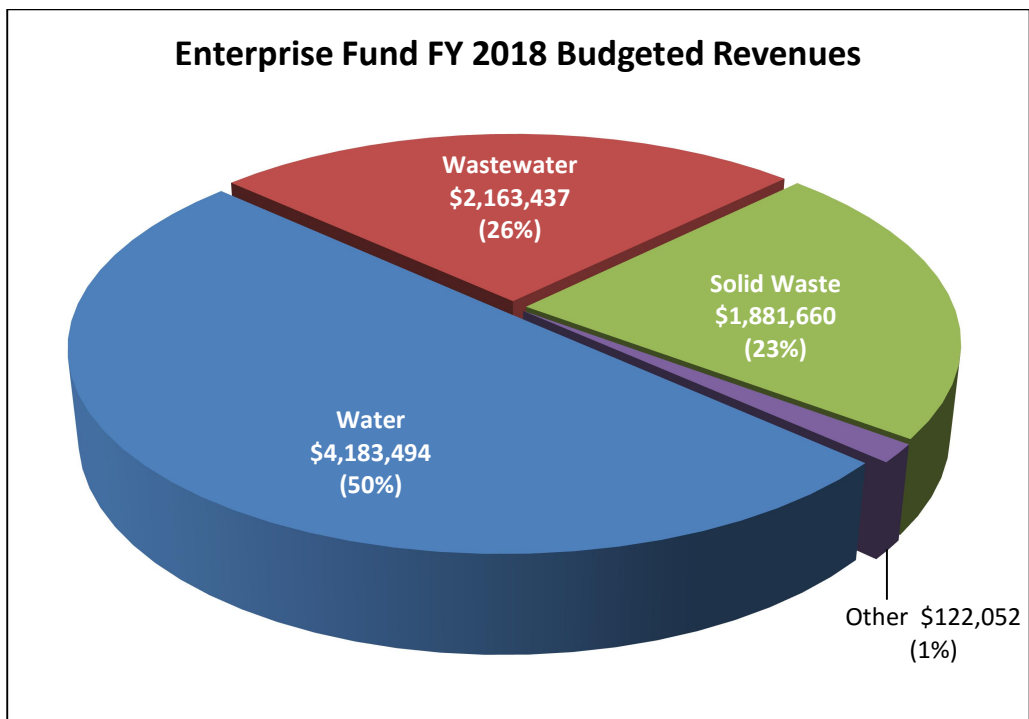
As reflected in the following table, the revenue categories causing the majority of the variance from allocated budget are water and wastewater, which combined are under the allocated budget by \$91,219.

Revenue Category	FY 2018 Budget	YTD Allocated Budget	YTD Actual	Over/(Under) Allocated Budget
Water	\$4,266,524	\$428,197	\$374,537	(\$53,660)
Wastewater	2,891,394	239,535	201,976	(37,559)
Solid Waste	1,683,700	140,247	139,732	(515)
Other	90,500	8,388	6,605	(1,783)
Total	\$8,932,118	\$816,366	\$722,850	(\$93,516)

A discussion of individual revenue categories follows the discussion of total revenues.

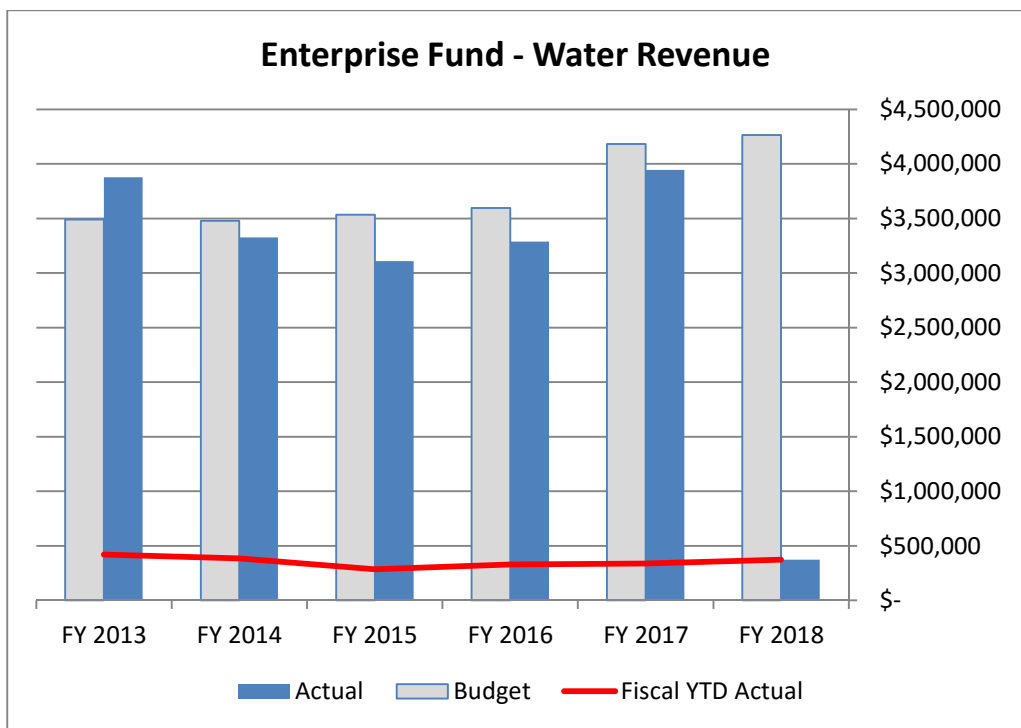


Sales of water makes up the largest category of revenues in the Enterprise Fund at 50% of all FY 2018 budgeted revenues, followed by charges for wastewater at 26%, and charges for solid waste at 23%.



Water Revenue

Water revenues of \$374,537 are below the allocated budget by \$53,660, or 13%.



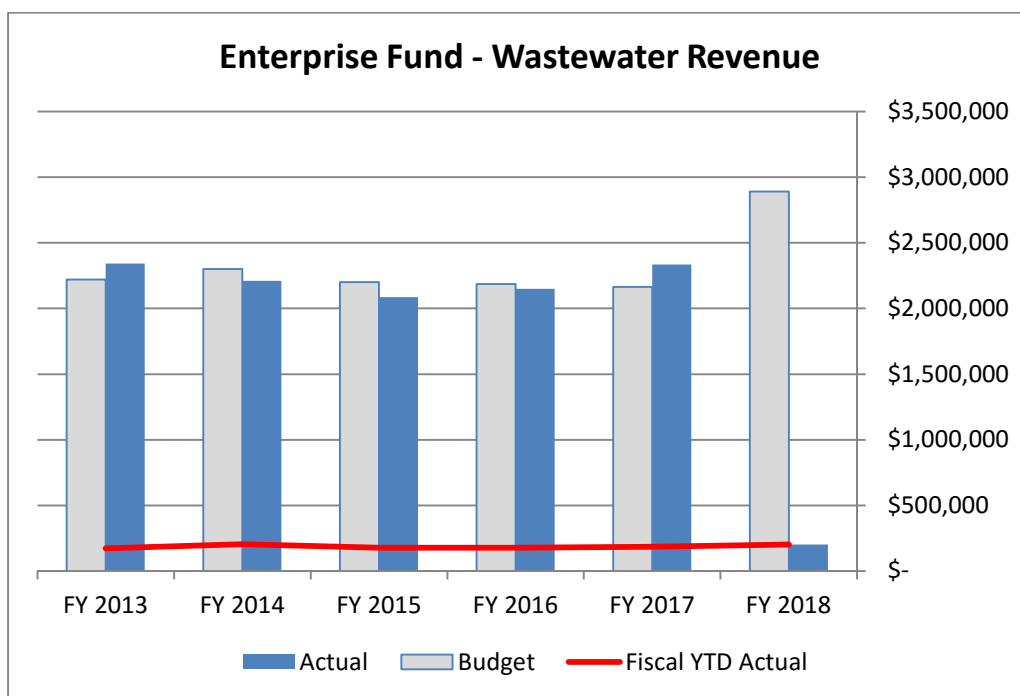
The City implemented a water rate increase effective October 1st. The allocated budget uses the prior five years' monthly revenues to allocate the current year budget. In four of the prior five years, water rates remained constant throughout the fiscal year; however, in the current

year water rates were increased effective October 1st. The revenue actually collected in October relates to September usage and was billed under the old rate structure; therefore, only water revenues collected from November 2017 through September 2018 will be at the new water rates.

For comparison, in October 2016 water revenues were 28.1% below the allocated budget, but ended the year just 6% below budget. Similar to this year, last year reflected an increase in rates effective October 1.

Wastewater Revenue

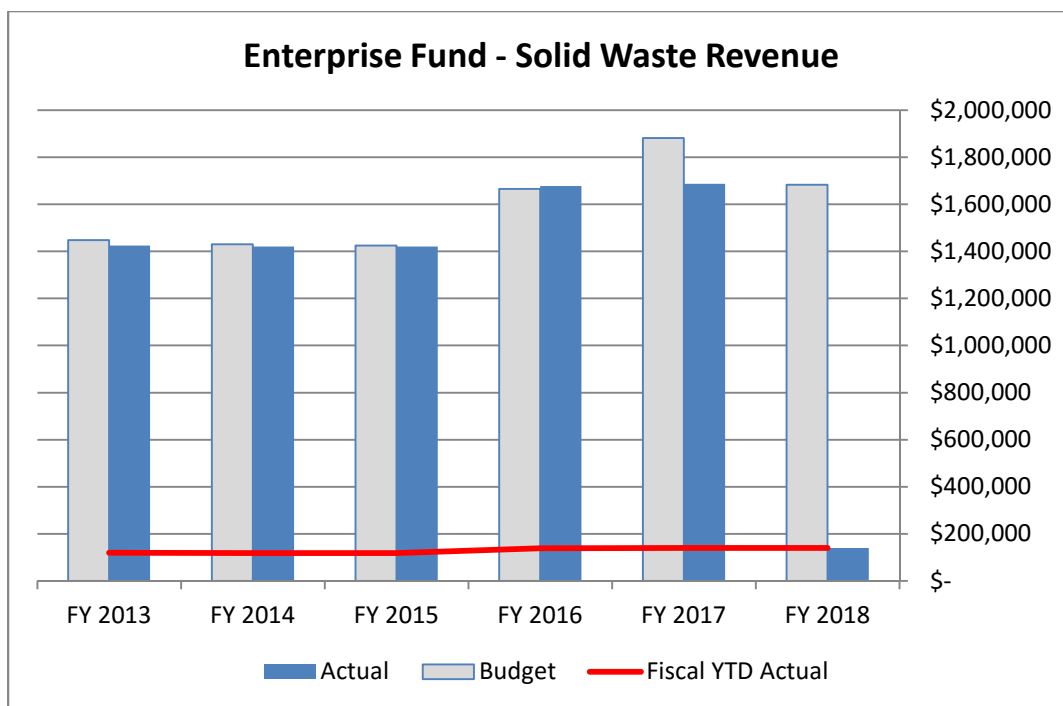
Wastewater revenues of \$201,976 are under the allocated budget by \$37,559, or 16%.



The City implemented a wastewater rate increase effective October 1st. The allocated budget uses the prior five years' monthly revenues to allocate the current year budget. In four of the prior five years, wastewater rates remained constant throughout the fiscal year; however, in the current year wastewater rates were increased effective October 1st. The revenue actually collected in October relates to September usage and was billed under the old rate structure; therefore, only wastewater revenues collected from November 2017 through September 2018 will be at the new water rates.

Solid Waste

Solid Waste revenues of \$139,732 are below the allocated budget by \$515, or 0%.



Enterprise Fund Expenses:

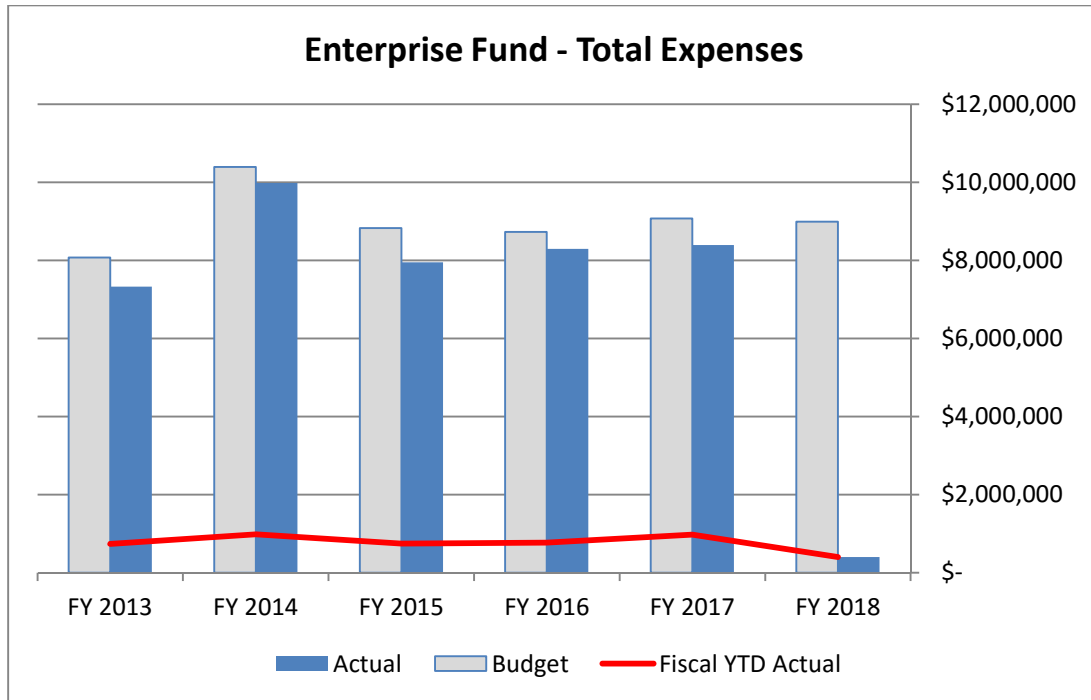
FY 2018 Budget	YTD Allocated Budget	YTD Actual	Over/(Under) Allocated Budget
\$8,990,787	\$662,156	\$400,745	(\$261,411)

For the month ended October 31, 2017, the Enterprise Fund incurred 4% of its total budgeted expenses and is under its allocated budget by \$261,411, or 40%.

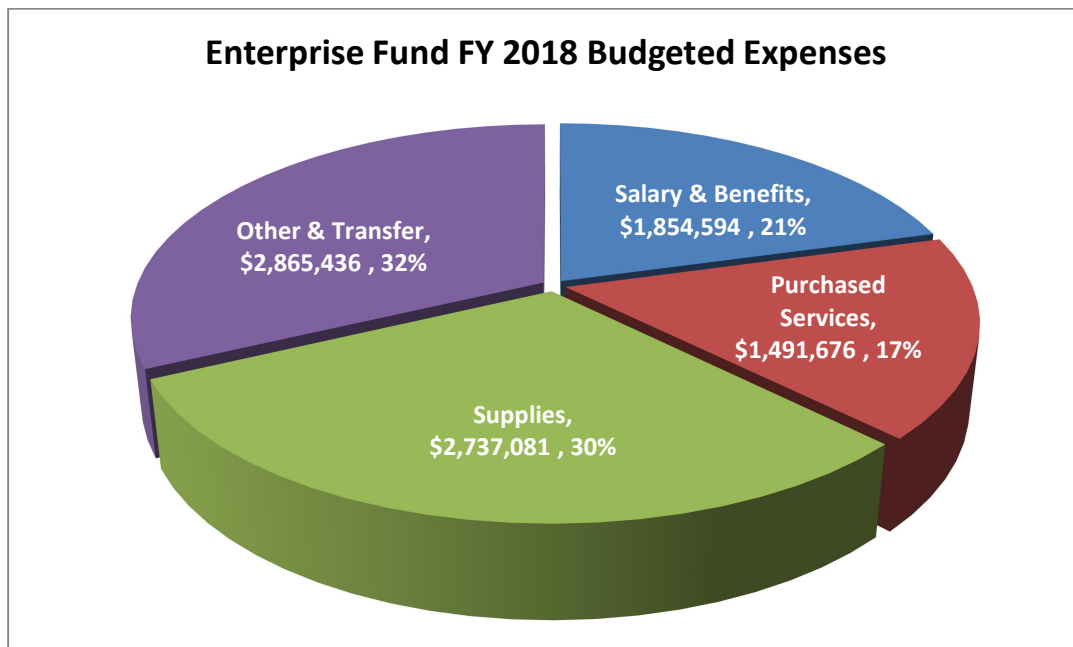
As reflected in the following table, the expense categories causing the majority of the variance from allocated budget are purchased services and supplies, which combined are under the allocated budget by \$211,033.

Expense Category	FY 2018 Budget	YTD Allocated Budget	YTD Actual	Over/(Under) Allocated Budget
Salaries & Benefits	\$1,854,594	\$170,719	\$121,560	(\$49,159)
Purchased Services	1,491,676	92,538	1,509	(91,030)
Supplies	2,737,081	158,844	38,841	(120,003)
Other/Transfers	2,865,436	240,055	238,835	(1,220)
Capital Purchases	42,000	-	-	-
Non-Payroll Disaster	-	-	-	-
Total	\$8,990,787	\$154,210	\$400,745	(\$261,411)

A discussion of individual expense categories follows the discussion of total expenses.

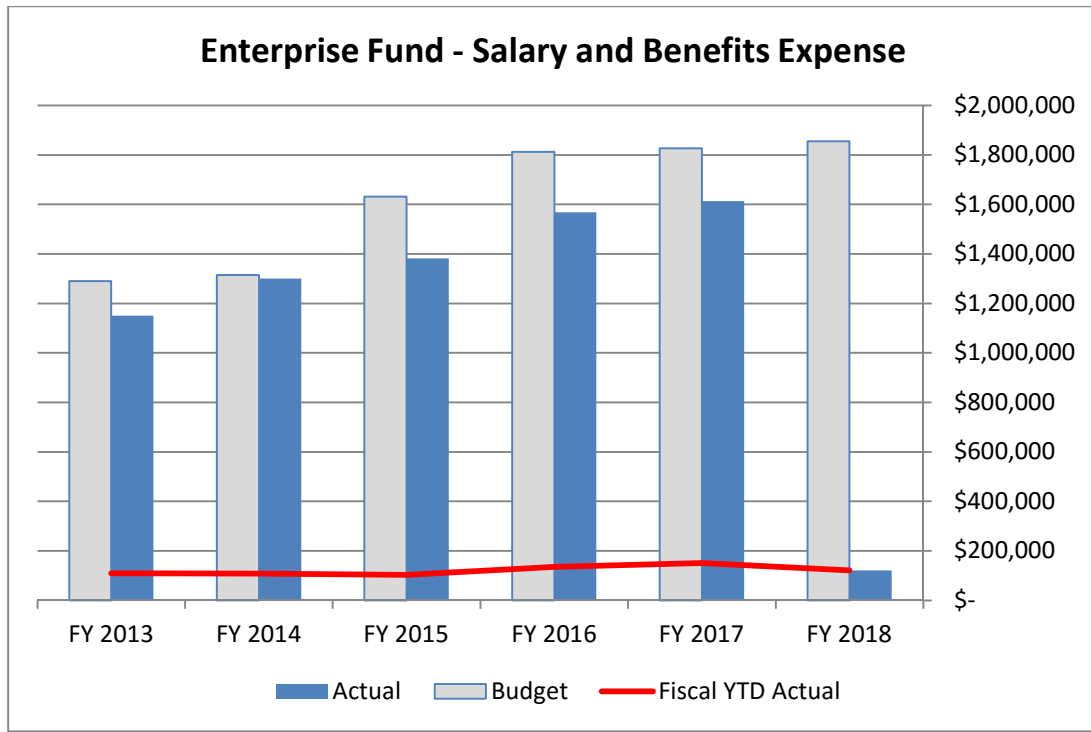


“Other expenses and transfers” makes up the largest category of expenses in the Enterprise Fund at 32% of all FY 2018 budgeted expenses, followed by supplies (which includes water purchased from the City of Houston) at 30%. Other and transfers includes \$14,000 of budgeted operational expenses and \$2,851,436 of transfers out, including (1) \$624,000 to the General Fund to reimburse overhead expenses, (2) \$1,750,436 to the Debt Service Fund, (3) \$357,000 to the Vehicle and Equipment Replacement Fund, and (4) \$120,000 to the Capital Improvement Fund.



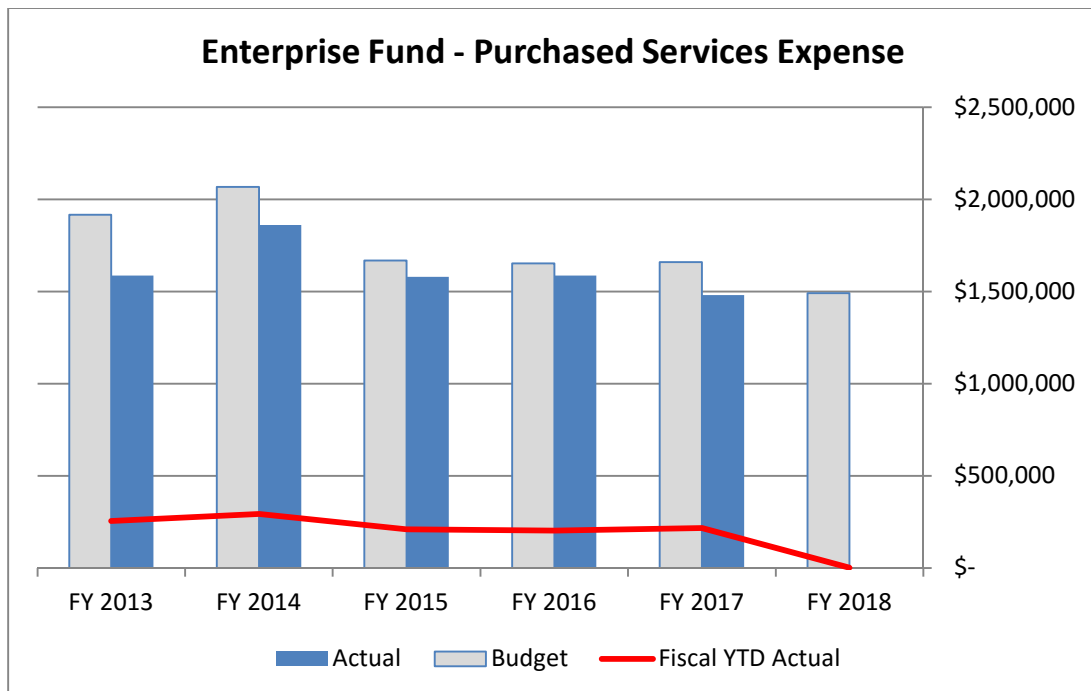
Salary and Benefits

Salary and benefits of \$121,560 are under the allocated budget by \$49,159, or 29%.



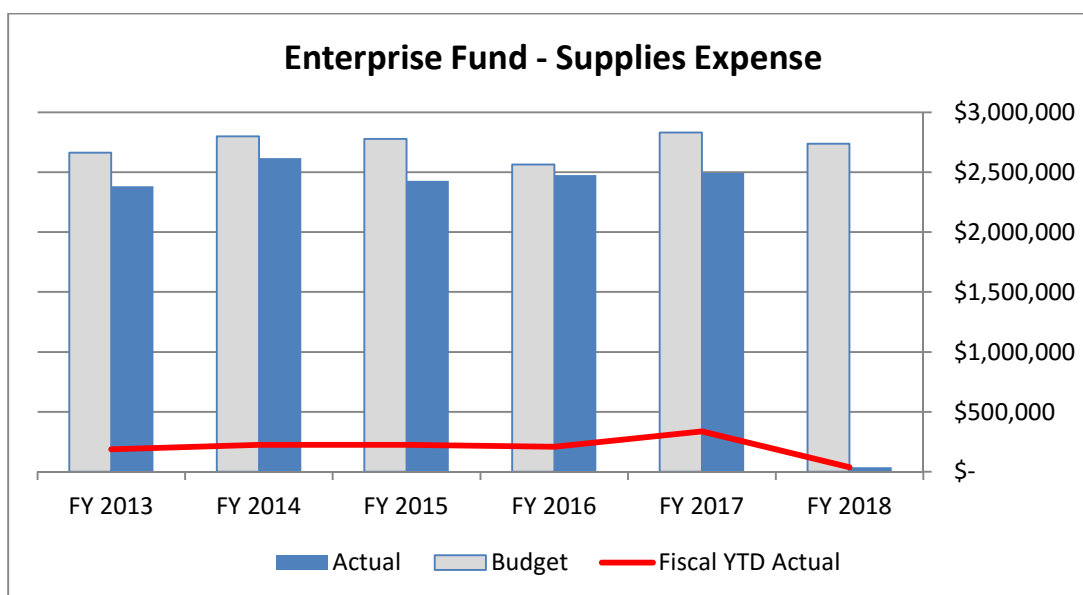
Purchased Services

Purchased services of \$1,509 are under the allocated budget by \$91,030, or 98%.



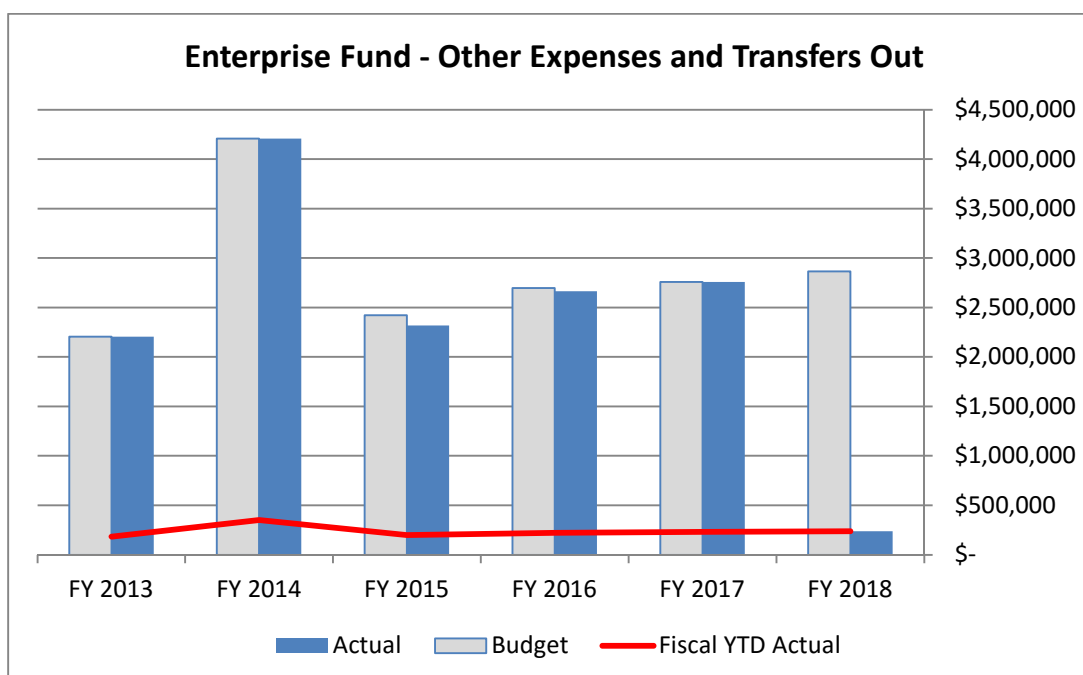
Supplies

Supplies of \$38,841 are under the allocated budget by \$120,003, or 76%.



Other Expenses and Transfers Out

The “other expenses and transfers out” category is mainly the monthly transfers from the Enterprise Fund to (1) the General Fund, (2) the Debt Service Fund, (3) The Vehicle and Equipment Replacement Fund, and (4) the Capital Improvement Fund. Other expenses and transfers out in the month ended October 31, 2017, of \$238,835 are under the allocated budget by \$1,220, or 1%.



Total budgeted transfers out of the Enterprise Fund are \$2,851,436, or \$237,620/month.

G/L Account Classification	FY 2018 Budget	YTD Actual	Actual as % of Budget	% of FY Complete
740 – Operating Transfers Out	\$2,851,436	\$237,620	8%	8%
711 – Credit Card Fees	\$14,000	\$1,215	9%	8%
Total	\$2865,436	\$238,835	8%	8%

Rainfall

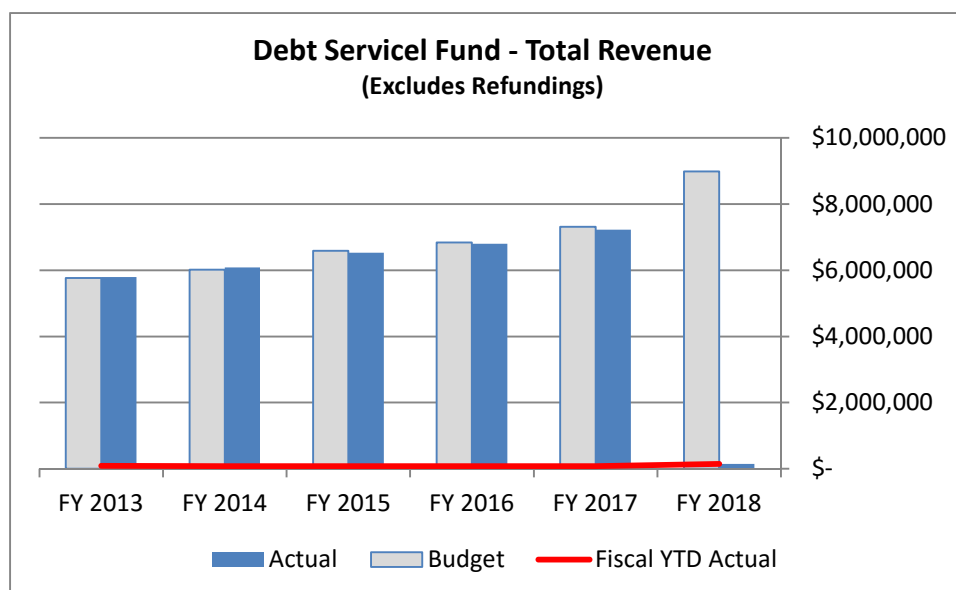
Rainfall (Inches)	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
Cumulative thru October	1.08	5.96	3.97	4.39	0.51	1.74
Annual	30.06	59.05	70.83	70.95	123.77	

DEBT SERVICE FUND

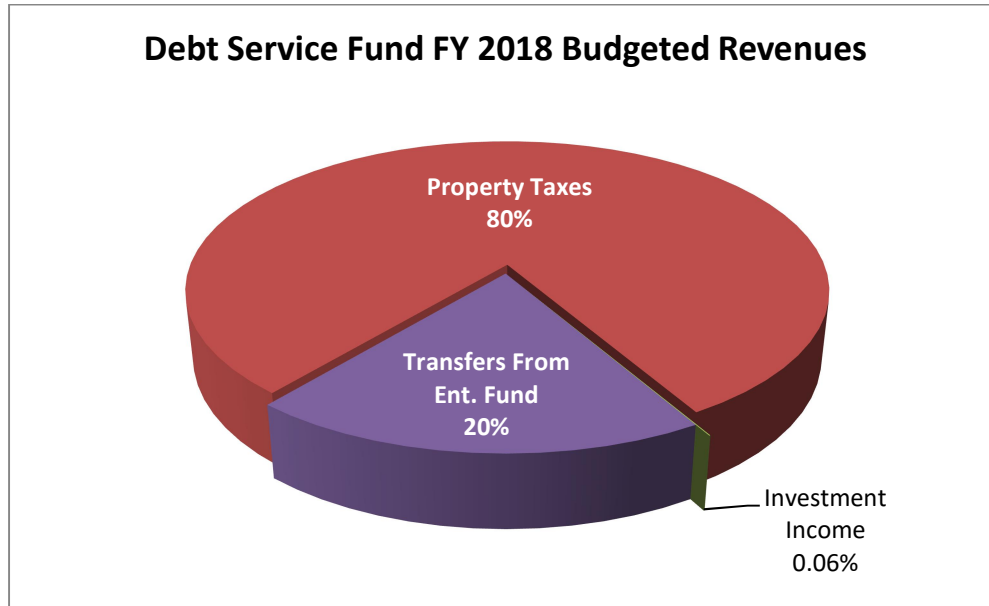
Debt Service Fund Revenues:

FY 2018 Budget	YTD Allocated Budget	YTD Actual	Over/(Under) Allocated Budget
\$8,984,321	\$148,023	\$147,177	(\$846)

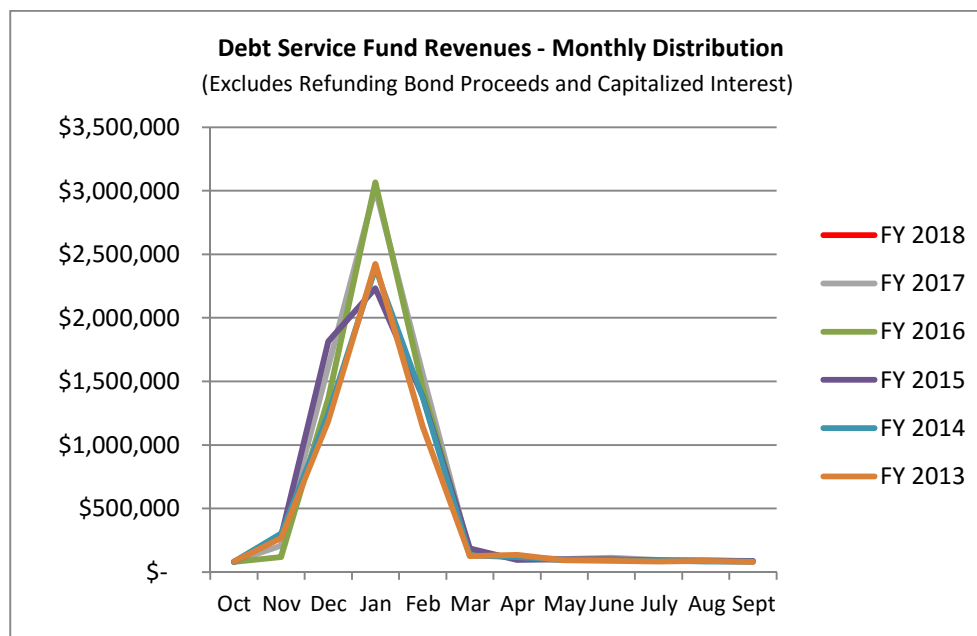
For the month ended October 31, 2017, the Debt Service Fund collected 2% of its total budgeted revenues and is under its allocated budget by 846, or 1%.



Property tax makes up the largest category of revenues in the Debt Service Fund at 80% of all FY 2018 budgeted revenues, followed by transfers from the Enterprise Fund at 20% and investment income at less than 1%.



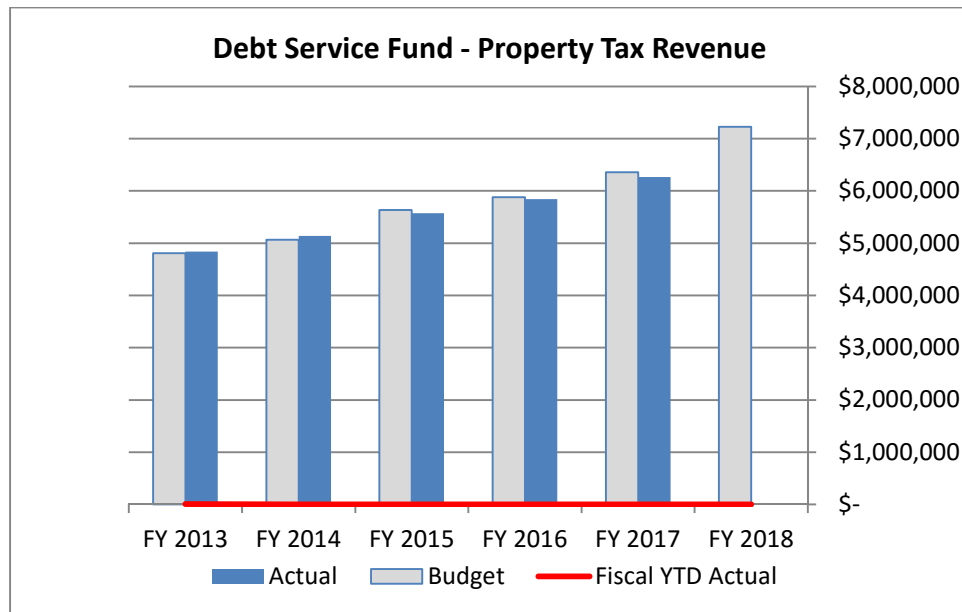
As property taxes are the main revenue source, the January 31 property tax deadline results in revenues being concentrated in the December – February timeframe.



Property Tax

The Debt Service Fund collected \$814 of property tax in the month ended October 31, 2017, which is under the allocated budget by \$1,067, or 57%. It is typical to collect only a negligible

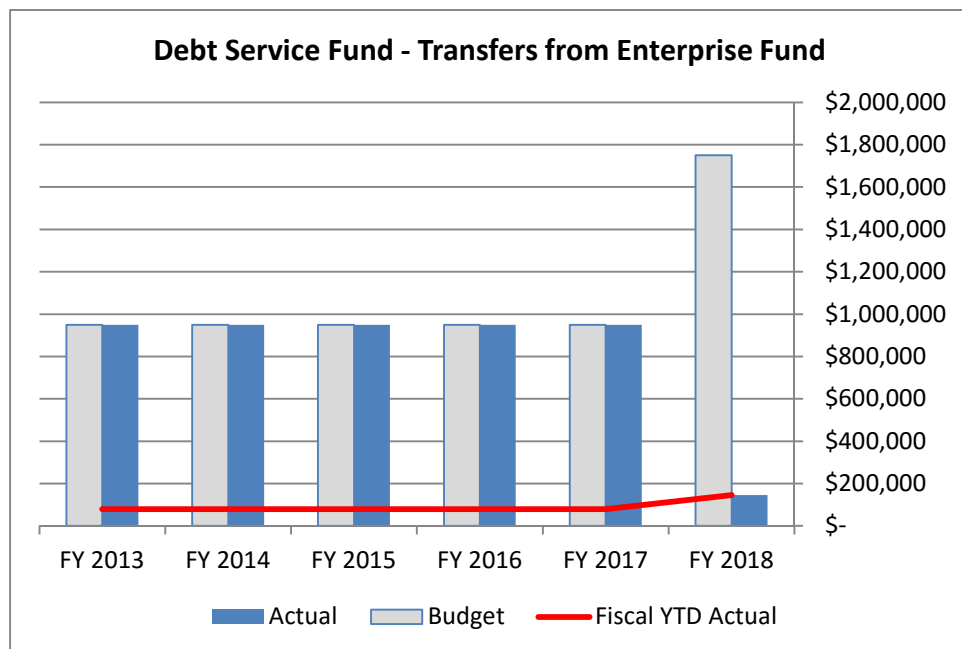
amount of property tax in October. Property taxes are primarily collected in the months of December through February due to the January 31 property tax due date.



FY 2018 property taxes are budgeted for \$7.2 million, an increase of \$0.9 million over FY 2017's \$6.3 million. The budgeted increase in property taxes is driven by a debt service tax rate increase of \$0.0158 per \$100 of assessed value, or 11.9%, and a 1.9% increase in taxable values.

Transfers In

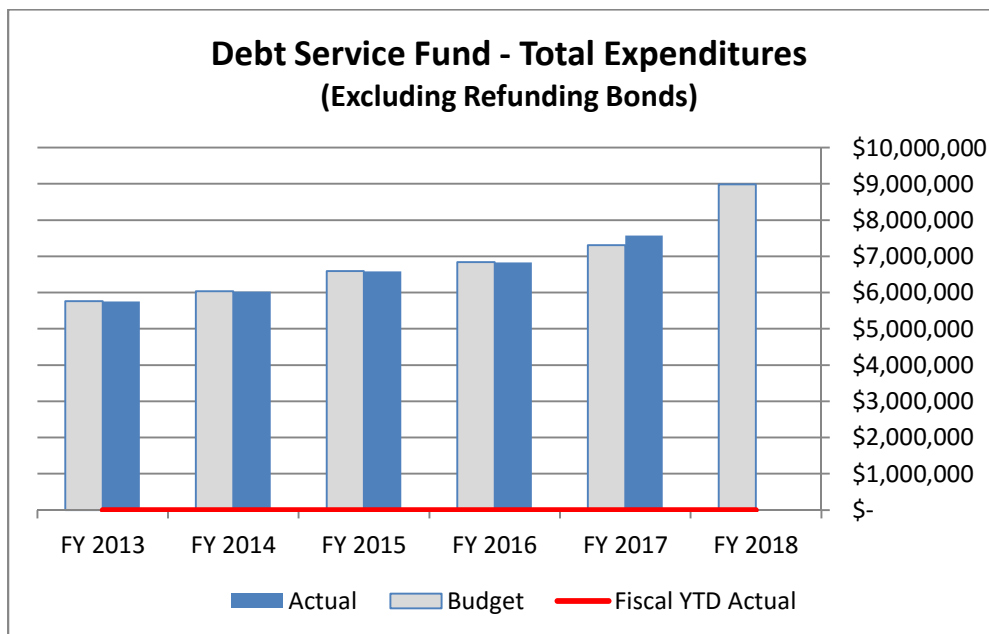
Transfers from the Enterprise Fund in the amount of \$145,870 for the month ended October 31, 2017, are equal to 1/12 of the total FY 2018 budgeted transfer.



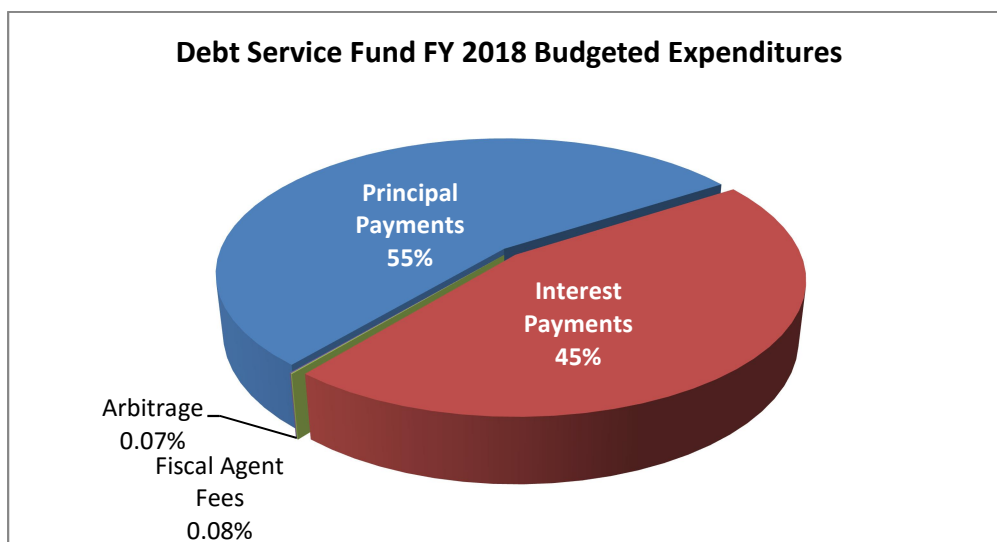
Debt Service Fund Expenditures:

FY 2018 Budget	YTD Allocated Budget	YTD Actual	Over/(Under) Allocated Budget
\$8,984,341	\$419	\$250	(\$169)

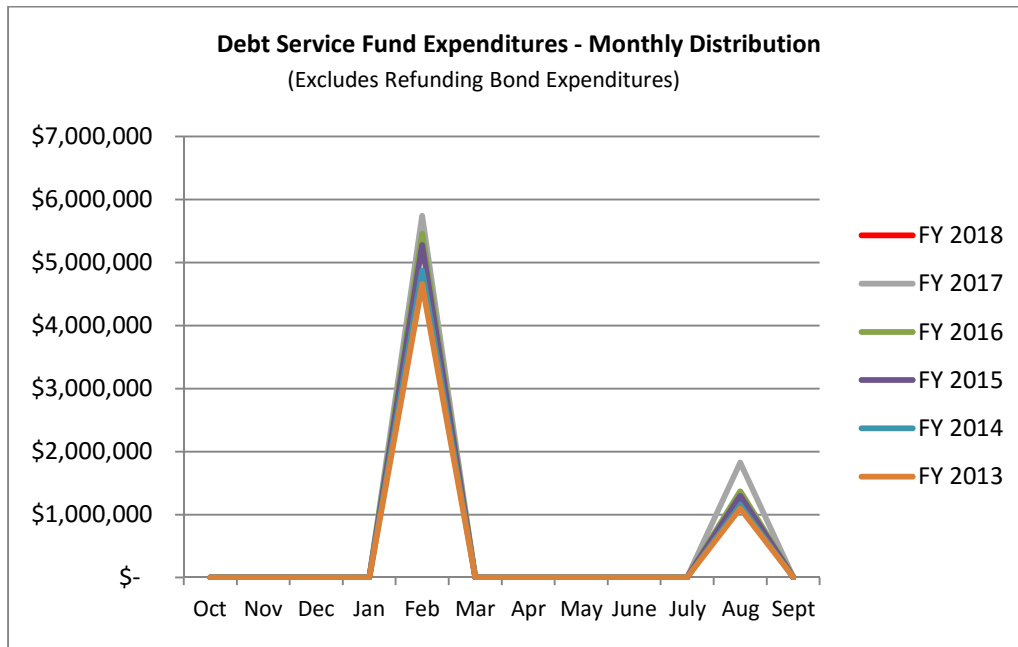
For the month ended October 31, 2017, the Enterprise Fund incurred less than 1% of its total budgeted expenses and is under its allocated budget by \$169, or 40%.



Principal payments make up the largest category of expenditures in the Debt Service Fund at 55% of all FY 2018 budgeted expenditures, followed by interest payments at 45%. All other expenditures combined make up less than 1% of budgeted expenditures.



In February, there are annual principal payments and semi-annual interest payments due on the City's outstanding bonds, and in August there are semi-annual interest payments due. Expenditures are concentrated in February and August in accordance with the debt payment schedules. Payments in other months are fiscal agent fees and arbitrage consultants are minor.



City of Bellaire
General Fund
Revenues and Expenditures (Unaudited)
YTD as of October 2017

		October		Year to Date			
	FY 2018 Adopted Budget	Actual	% of Adopted Budget	Allocated Budget	Actual	Over/(Under) Allocated Budget	% of Adopted Budget
Revenues							
Property Taxes	\$ 13,118,646	\$ 8,965	0%	\$ 6,347	\$ 8,965	\$ 2,618	0%
Franchise Taxes	1,424,734	104,042	7%	111,856	104,042	(7,814)	7%
Sales Taxes	2,348,555	165,933	7%	162,886	165,933	3,047	7%
Permits, Fees, Licenses	1,143,400	67,357	6%	89,735	67,357	(22,378)	6%
PARD Charges and Fees	887,400	54,109	6%	46,042	54,109	8,068	6%
Public Safety	436,400	20,421	5%	31,849	20,421	(11,427)	5%
Fines	730,000	57,840	8%	64,769	57,840	(6,929)	8%
All Other	694,700	61,176	9%	56,937	61,176	4,239	9%
Total Revenues	20,783,835	539,844	3%	570,421	539,844	(30,576)	3%
Expenditures							
Salary & Benefits	14,495,815	1,009,888	7%	1,172,384	1,009,888	(162,496)	7%
Purchased Services	4,110,441	188,384	5%	360,713	188,384	(172,329)	5%
Supplies	1,212,641	56,877	5%	69,287	56,877	(12,410)	5%
Other/Transfers	540,951	43,371	8%	42,298	43,371	1,073	8%
Non-Payroll Disaster Related	-	1,225	n/a	-	1,225	1,225	n/a
Total Expenditures	20,359,848	1,299,745	6%	1,644,682	1,299,745	(346,162)	6%
Net Revenues/(Expenditures)	\$ 423,987	\$ (759,901)		\$ (1,074,261)	\$ (759,901)	\$ 315,586	
Budgeted Unassigned Fund Balance 9/30/17	\$ 3,387,437						
Budgeted FY 2018 Revenues	20,783,835						
Budgeted FY 2018 Expenditures	20,359,848						
Budgeted Ending Unassigned Fund Balance	\$ 3,811,424						
60 Day Reserve Requirement	\$ 3,311,154						
(Includes only operating budget)							

Attachment: OCTOBER 2017 MONTHLY REPORT (2173 : Monthly Financial Report for the Period Ending October 31, 2017)

City of Bellaire
Enterprise Fund
Revenues and Expenses (Unaudited)
YTD as of October 2017

	FY 2018 Adopted Budget	October		Year to Date			
		Actual	% of Adopted Budget	Allocated Budget	Actual	Over/(Under) Allocated Budget	% of Adopted Budget
Revenues							
Water	\$ 4,266,524	\$ 374,537	9%	\$ 428,197	\$ 374,537	\$ (53,660)	9%
Wastewater	2,891,394	201,976	7%	239,535	201,976	(37,559)	7%
Solid Waste	1,683,700	139,732	8%	140,247	139,732	(515)	8%
All Other	90,500	6,605	7%	8,388	6,605	(1,783)	7%
Total Revenues	8,932,118	722,850	8%	816,366	722,850	(93,516)	8%
Expenses							
Salary & Benefits	1,854,594	121,560	7%	170,719	121,560	(49,159)	7%
Purchased Services	1,491,676	1,509	0%	92,538	1,509	(91,030)	0%
Supplies	2,737,081	38,841	1%	158,844	38,841	(120,003)	1%
Other Expenses and Transfers	2,865,436	238,835	8%	240,055	238,835	(1,220)	8%
Capital Purchases	42,000	-	0%	-	-	-	0%
Non-Payroll Disaster Related	-	-	n/a	-	-	-	n/a
Total Expenses	8,990,787	400,745	4%	662,156	400,745	(261,411)	4%
Net Revenues/(Expenses)	\$ (58,669)	\$ 322,105		\$ 154,210	\$ 322,105	\$ 167,894	
Budgeted Working Capital 9/30/17	\$ 669,399						
Budgeted FY 2018 Revenues	8,932,118						
Budgeted FY 2018 Expenses	8,990,787						
Budgeted Ending Working Capital	<u>\$ 610,730</u>						
30 Day Fund Balance	\$ 563,613						
(Includes only operating budget)							

City of Bellaire
Debt Service Fund
Revenues and Expenditures (Unaudited)
YTD as of October 2017

		October		Year to Date			
	FY 2018 Adopted Budget	Actual	% of Adopted Budget	Allocated Budget	Actual	Over/(Under) Allocated Budget	% of Adopted Budget
Revenues							
Property Taxes	\$ 7,228,885	\$ 814	0%	\$ 1,881	\$ 814	\$ (1,067)	0%
Investment Earnings	5,000	493	10%	272	493	221	10%
Transfers from Enterprise Fund	1,750,436	145,870	8%	145,870	145,870	(0)	8%
Total Revenues	8,984,321	147,177	2%	148,023	147,177	(846)	2%
Expenses							
Principal Payments	4,920,000	-	0%	-	-	-	0%
Interest Payments	4,050,841	-	0%	-	-	-	0%
Other	13,500	250	2%	419	250	(169)	2%
Total Expenses	8,984,341	250	0%	419	250	(169)	0%
Net Revenues/(Expenses)	\$ (20)	\$ 146,927		\$ 147,604	\$ 146,927	\$ (677)	
Budgeted Unassigned Fund Balance 9/30/17	\$ 557,371						
Budgeted FY 2018 Revenues	8,984,321						
Budgeted FY 2018 Expenses	8,984,341						
Budgeted Ending Unassigned Fund Balance	\$ 557,351						

Attachment: OCTOBER 2017 MONTHLY REPORT (2173 : Monthly Financial Report for the Period Ending October 31, 2017)

City of Bellaire
Vehicle and Equipment Replacement Fund
Revenues and Expenditures (Unaudited)
YTD as of October 2017

	FY 2018 Adopted Budget	Budget Carry-over	Budget Adjustments	FY 2018 Revised Budget	October Actual	YTD Actual	Encumbrance	Budget Balance
Revenues								
Transfers - General	\$ 450,500	\$ -	\$ -	\$ 450,500	\$ 29,750	\$ 29,750	n/a	\$ 420,750
Transfers - Enterprise	357,000	-	-	357,000	37,542	37,542	n/a	319,458
Total Revenues	807,500	-	-	807,500	67,292	67,292	n/a	740,208
Expenditures								
Information Technology	194,900	-	-	194,900	-	-	-	194,900
Fire	98,900	-	-	98,900	-	-	708,583	(609,683)
Police	320,000	-	-	320,000	250	250	-	319,750
Parks & Recreation	27,500	-	-	27,500	-	-	-	27,500
Public Works - General Fund	-	-	-	-	17,360	17,360	-	(17,360)
Public Works - Enterprise Fund	290,000	-	-	290,000	6,956	6,956	238,087	44,957
Total Expenditures/Encumbrances	931,300	-	-	931,300	24,566	24,566	946,670	(39,936)
Net Revenues/(Expenditures)	\$ (123,800)	\$ -	\$ -	\$ (123,800)	\$ 42,726	\$ 42,726	n/a	\$ 780,144

Budgeted Unassigned Fund Balance 9/30/17 \$ 1,369,101
 Budgeted FY 2018 Revenues 807,500
 Budgeted FY 2018 Expenditures 931,300
 Budgeted Ending Unassigned Fund Balance \$ 1,245,301

City of Bellaire
Capital Improvement Fund
Revenues and Expenditures (Unaudited)
YTD as of October 2017

	FY 2018 Adopted Budget	Budget Carry-over	Budget Adjustments	FY 2018 Revised Budget	October Actual	YTD Actual	Encumbrance	Budget Balance
Revenues								
General Fund Transfer	\$ 42,426	\$ -	\$ -	\$ 42,426	\$ 3,536	\$ 3,536	n/a	\$ 38,891
Enterprise Fund Transfer	120,000	-	-	120,000	10,000	10,000	n/a	110,000
Special Revenue Fund Transfer	-	-	-	-	-	-	n/a	-
Misc	-	-	-	-	-	-	n/a	-
Total Revenues	162,426	-	-	162,426	13,536	13,536	n/a	148,891
Project Expenditures								
FY 2014 Street & Drainage Reconstruction - Phase 5B (a)	-	-	-	-	-	-	507,674	(507,674)
FY 2018 Update Facilities Master Plan	50,000	-	-	50,000	-	-	-	50,000
FY 2015 Evelyn's Park	-	-	-	-	-	-	27,909	(27,909)
FY 2018 Playground/Shade/Amenities	100,000	-	-	100,000	-	-	-	100,000
FY 2017 BFAC Pool Area Improvements	-	-	-	-	-	-	7,248	(7,248)
FY 2018 Park Signage Master Plan	50,000	-	-	50,000	-	-	-	50,000
FY 2017 Community Pathways Master Plan	-	-	-	-	-	-	56,585	(56,585)
FY 2014 City Wide Beautification	-	-	-	-	18,125	18,125	-	(18,125)
FY 2018 Decorative Standard for Major Streets	75,000	-	-	75,000	-	-	-	75,000
Total General Project Expenditures	275,000	-	-	275,000	18,125	18,125	599,416	(342,541)
FY 2016 Rehab Renwick Ground Storage	-	-	-	-	-	-	17,600	(17,600)
FY 2018 Renwick Well - Pumps/Motors	285,000	-	-	285,000	-	-	-	285,000
FY 2016 WW System Upgrades	-	-	-	-	-	-	1,750	(1,750)
FY 2018 Wendell Lift Station - Submersible Pumps	75,000	-	-	75,000	-	-	-	75,000
Total Enterprise Project Expenditures	360,000	-	-	360,000	-	-	19,350	340,650
Total Expenditures/Encumbrances	635,000	-	-	635,000	18,125	18,125	618,766	(1,891)
Net Revenues/(Expenditures)	\$ (472,574)	\$ -	\$ -	\$ (472,574)	\$ (4,590)	\$ (4,590)	n/a	\$ 150,781
(a) Pay as you Go portion of Bonds in Fund 620								
Budgeted Unassigned Fund Balance 9/30/17	\$ 1,580,601							
Budgeted FY 2018 Revenues	162,426							
Budgeted FY 2018 Expenditures	635,000							
Budgeted Ending Unassigned Fund Balance	<u>\$ 1,108,027</u>							

**City of Bellaire
Capital Bond Fund
Revenues and Expenditures (Unaudited)
YTD as of October 2017**

	FY 2018 Adopted Budget	Budget Carry-over	Budget Adjustments	FY 2018 Revised Budget	October Actual	YTD Actual	Encumbrance	Budget Balance
Revenues								
Interest	\$ -	\$ -	\$ -	\$ -	\$ 41,584	\$ 41,584	n/a	\$ (41,584)
Bonds Proceeds	12,500,000	-	-	12,500,000	-	-	n/a	12,500,000
Total Revenues	12,500,000	-	-	12,500,000	41,584	41,584	n/a	12,458,416
Non-Project Expenditures								
Bond Issuance Costs	-	-	-	-	-	-	-	-
Bond Expenditures	-	-	-	-	-	-	-	-
Total Non-Project Expenditures	-	-	-	-	-	-	-	-
Project Expenditures								
FY 2012 Drainage Phase 5	-	-	-	-	-	-	-	-
FY 2015 Drainage Phase 5B	-	-	-	-	-	-	11,672	(11,672)
FY 2017 Streets and Drainage	7,000,000	-	-	7,000,000	-	-	467,950	6,532,050
FY 2017 Police/Courts Construction	-	-	-	-	(97,785)	(97,785)	7,844,755	(7,746,970)
FY 2017 City Hall/Civic Center Construction	-	-	-	-	(193,314)	(193,314)	6,904,392	(6,711,077)
FY 2017 Transition - New City Hall/Police/Municipal Court	-	-	-	-	-	-	53,270	(53,270)
FY 2013 Design - New City Hall/Police/Municipal Court	-	-	-	-	-	-	130,696	(130,696)
FY 2015 Evelyn's Park	-	-	-	-	-	-	140	(140)
FY 2017 Sidewalks	1,000,000	-	-	1,000,000	-	-	47,820	952,180
FY 2017 Water Line Improvements	4,468,780	-	-	4,468,780	-	-	92,823	4,375,957
FY 2017 Water Meter Installations	-	-	-	-	-	-	341,897	(341,897)
FY 2017 Wastewater Treatment Plant Improvements	-	-	-	-	-	-	5,965,286	(5,965,286)
FY 2017 Wastewater Line Improvements	31,220	-	-	31,220	-	-	-	31,220
Total Project Expenditures	12,500,000	-	-	12,500,000	(291,099)	(291,099)	21,860,701	(9,069,601)
Total Expenditures/Encumbrances	12,500,000	-	-	12,500,000	(291,099)	(291,099)	21,860,701	(9,069,601)
Net Revenues/(Expenditures)	\$ -	\$ -	\$ -	\$ -	\$ 332,684	\$ 332,684	n/a	\$ 21,528,017

Budgeted Unassigned Fund Balance 9/30/17	\$ -
Budgeted FY 2018 Revenues	12,500,000
Budgeted FY 2018 Expenditures	12,500,000
Budgeted Ending Unassigned Fund Balance	<u>\$ -</u>

**City of Bellaire
Metro Fund
Revenues and Expenditures (unaudited)
YTD as of October 2017**

	FY 2018 Adopted Budget	Budget Carry-over	FY 2018 Revised Budget	October Actual	YTD Actual	Encumbrance	Budget Balance
Revenues							
Metro Sales Tax	\$ 1,000,000	\$ -	\$ 1,000,000	\$ 80,053	\$ 80,053	n/a	\$ 919,947
Interest	-	-	-	1,693	1,693	n/a	(1,693)
Total Revenues	1,000,000	-	1,000,000	81,746	81,746	n/a	918,254
Project Expenditures							
City Wide Trip Hazard	-	-	-	-	-	-	-
Sidewalk Projects	-	-	-	-	-	-	-
Street Pavement Mgt Program	1,300,000	-	1,300,000	-	-	401,673	898,327
Total Expenditures/Encumbrances	1,300,000	-	1,300,000	-	-	401,673	898,327
Net Revenues/(Expenditures)	\$ (300,000)	\$ -	\$ (300,000)	\$ 81,746	\$ 81,746	n/a	\$ 19,927

Budgeted Unassigned Fund Balance 9/30/17	\$ 308,000
Budgeted FY 2018 Revenues	1,000,000
Budgeted FY 2018 Expenditures	1,300,000
Budgeted Ending Unassigned Fund Balance	<u>\$ 8,000</u>

CITY OF BELLAIRE
CURRENT PROPERTY TAX COLLECTIONS
FY 2015 - FY 2018
October 2017

<u>Month</u>	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
Oct	\$ -	\$ -	\$ -	\$ -
Nov	585,025	131,234	414,152	
Dec	4,865,374	3,881,188	4,504,067	
Jan	6,075,640	8,702,108	8,590,430	
Feb	3,634,938	4,005,865	4,342,814	
Mar	296,537	206,525	201,515	
Apr	63,640	90,455	92,324	
May	55,636	49,017	67,720	
Jun	53,382	57,865	98,066	
Jul	4,673	14,076	15,943	
Aug	-	-	-	
Sep	-	-	-	
YTD Collections				\$ -
% of Budget				0.00%
% of Total Levy				0.00%
FY 2018 Budget - Total Tax Revenue				\$ 20,261,531
2017 Tax Year Taxable Value - Certified Appraisal Roll*				\$ 4,570,121,110
2017 Tax Year - Under Protest or not Certified*				324,688,114
Total 2017 Tax Year				4,894,809,224
Total Levy at \$0.4159 / \$100 =				\$ 20,357,512

Ten Largest Taxpayers in City of Bellaire (Tax Year 2016) **

		<u>Taxable Value</u>
Chevron Chemical Company	Oil & Gas	81,900,770
Pin Oak North Parcel LL LLC	Land/Improvements	52,838,215
KBS SOR 6565 6575 West Loop	Land/Improvements	36,988,682
BRI 1833 6330 LLC	Land/Improvements	36,200,573
Centerpoint Energy Inc.	Electric Utility	32,789,970
SBC Communications	Utility	28,283,940
CHP Houston Tx MOB Owner LLC	Land/Improvements	27,880,000
CHP Houston TX Hospital Land	Hospital	23,197,526
Pin Oak South Parcel LL LLC	Land/Improvements	21,606,958
SLS Properties	Land/Improvements	13,176,820
		<u>\$ 354,863,454</u>
Tax Levy @ \$0.4159 / \$100		<u>\$ 1,475,877</u>
% of Total Levy		7.25%

* Source: Harris County Appraisal District

** Source: Harris County Tax Assessor-Collector

**CITY OF BELLAIRE
HOUSING INFORMATION
FY 2018
October 2017**

	<u>Oct-16</u>	<u>Apr-17</u>	<u>Oct-17</u>
<u>Houses, Townhomes & Vacant Lots for Sale *</u>			
Price Range			
\$ 0 - \$ 250,000	2	-	1
\$ 250,001 - \$ 500,000	39	37	53
\$ 500,001 - \$ 750,000	29	32	32
\$ 750,001 - \$ 1,000,000	27	36	24
> \$ 1,000,000	62	107	70
Total Units For Sale *	159	212	180
Total HCAD Residential Units/Lots **	6,199	6,199	6,210
For Sale as a % of Total Units	2.56%	3.42%	2.90%
Highest Listing Price - Home	\$ 2,898,000	\$ 3,825,000	\$ 3,825,000
Lowest Listing Price - TH/Lot	\$ 249,900	\$ 299,000	\$ 224,900
<u>Houses for Lease *</u>			
	62	69	30
Highest Lease/Month	\$ 6,950	\$ 7,950	\$ 7,100
Lowest Lease/Month	\$ 1,200	\$ 1,400	\$ 1,150

Foreclosure History as of end of Quarter Reported by RealtyTrac

	<u>Auction</u>	<u>Bank Owned</u>
At Quarter End 12-31-14	3	2
At Quarter End 03-31-15	4	2
At Quarter End 06-30-15	3	2
At Quarter End 09-30-15	2	2
At Quarter End 12-31-15	3	2
At Quarter End 03-31-16	2	2
At Quarter End 06-30-16	0	2
At Quarter End 09-30-16	0	2
At Quarter End 12-31-16	2	3
At Quarter End 03-31-17	3	2
At Quarter End 06-30-17	3	1
At Quarter End 09-30-17	0	0

New Residential Construction

<u>Fiscal Year</u>	<u>New Units</u>	<u>Construction Cost****</u>	
		<u>Construction</u>	<u>Avg/Unit</u>
2007	169	\$ 85,632,703	\$ 506,702
2008	132	\$ 75,405,507	\$ 571,254
2009	49	\$ 26,026,889	\$ 531,161
2010	***	64	\$ 34,682,458
2011	***	56	\$ 30,064,905
2012	***	93	\$ 54,914,376
2013	***	113	\$ 65,491,037
2014		125	\$ 78,420,596
2015		98	\$ 52,190,001
2016		73	\$ 44,585,564
2017		87	\$ 49,790,625

Average Appraised Value (Tax Year 2016) \$ 874,019

* Source: realtor.com does not include for sale or lease by owner

** Based on information provided by the Harris County Tax Assessor-Collector and the Harris County Appraisal District includes estimated values

*** Numbers revised based on system correction

**** Construction cost of structure. Not a market value. Excludes land value/cost.

CITY OF BELLAIRE
SUMMARY OF SALES & MIXED BEVERAGE TAX
FY 2016 - FY 2018
October 2017

<u>Payment</u>					
<u>Month</u>	<u>Period</u>		<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
<u>Sales Tax</u>					
Oct	Aug	\$	153,643	\$ 153,452	\$ 193,080
Nov	Sep		236,498	179,528	
Dec	Oct		196,711	177,498	
Jan	Nov		253,578	203,388	
Feb	Dec		253,419	232,674	
Mar	Jan		176,377	174,240	
Apr	Feb		171,712	169,626	
May	Mar		210,865	201,758	
Jun	Apr		172,229	154,642	
Jul	May		186,436	191,746	
Aug	Jun		266,791	190,031	
Sep	Jul		178,264	172,757	
Sub-Total		\$	2,456,522	\$ 2,201,342	\$ 193,080
<u>Mixed Beverage</u>					
Oct	1st Qtr		6,012	4,668	5,827
Jan	2nd Qtr		5,238	4,408	
Apr	3rd Qtr		5,570	4,876	
Jul	4th Qtr		5,970	5,201	
Sub-Total			22,790	19,153	5,827
Total		\$	2,479,312	\$ 2,220,495	\$ 198,907

CITY OF BELLAIRE
SUMMARY OF FRANCHISE FEES
FY2016 - FY 2018
October 2017

	YTD	YTD	YTD
	<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
Electric	\$ 137,268	\$ 68,707	\$ 68,509
Gas	15,821	15,849	-
Telephone	338	303	1,096
Cable	-	46,822	41,324
Total YTD	<u>\$ 153,427</u>	<u>\$ 131,680</u>	<u>\$ 110,929</u>
Entire Fiscal Year	<u>\$ 1,364,542</u>	<u>\$ 1,432,579</u>	<u>n/a</u>

CITY OF BELLAIRE
SUMMARY OF PURCHASE ORDERS
FY 2018
October 2017

	Oct-17		Nov-17		Dec-17		1st Qtr	
	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>
<u>Total Purchase Orders</u>	306	\$ 1,350,257					306	\$ 1,350,257
<u>PO for \$5,000 - \$50,000</u>	36	\$ 586,295	-	\$ -	-	\$ -	36	\$ 586,295
% of Total Purchase Orders	11.76%	43.42%	0.00%	0.00%	0.00%	0.00%	11.76%	43.42%
\$ 5,000 - \$ 25,000	28	\$ 334,003					28	\$ 334,003
\$ 25,001 - \$ 50,000	8	\$ 252,292					8	\$ 252,292
	Jan-18		Feb-18		Mar-18		2nd Qtr	
	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>
<u>Total Purchase Orders</u>							-	\$ -
<u>PO for \$5,000 - \$50,000</u>	-	\$ -	-	\$ -	-	\$ -	-	\$ -
% of Total Purchase Orders	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
\$ 5,000 - \$ 25,000							-	\$ -
\$ 25,001 - \$ 50,000							-	\$ -
	Apr-18		May-18		Jun-18		3rd Qtr	
	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>
<u>Total Purchase Orders</u>							-	\$ -
<u>PO for \$5,000 - \$50,000</u>	-	\$ -	-	\$ -	-	\$ -	-	\$ -
% of Total Purchase Orders	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
\$ 5,000 - \$ 25,000							-	\$ -
\$ 25,001 - \$ 50,000							-	\$ -
	Jul-18		Aug-18		Sep-18		4th Qtr	
	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>	<u>Issued</u>	<u>Amount</u>
<u>Total Purchase Orders</u>							-	\$ -
<u>PO for \$5,000 - \$50,000</u>	-	\$ -	-	\$ -	-	\$ -	-	\$ -
% of Total Purchase Orders	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
\$ 5,000 - \$ 25,000							-	\$ -
\$ 25,001 - \$ 50,000							-	\$ -

* Purchases include bids, sole source, and cooperative purchasing.

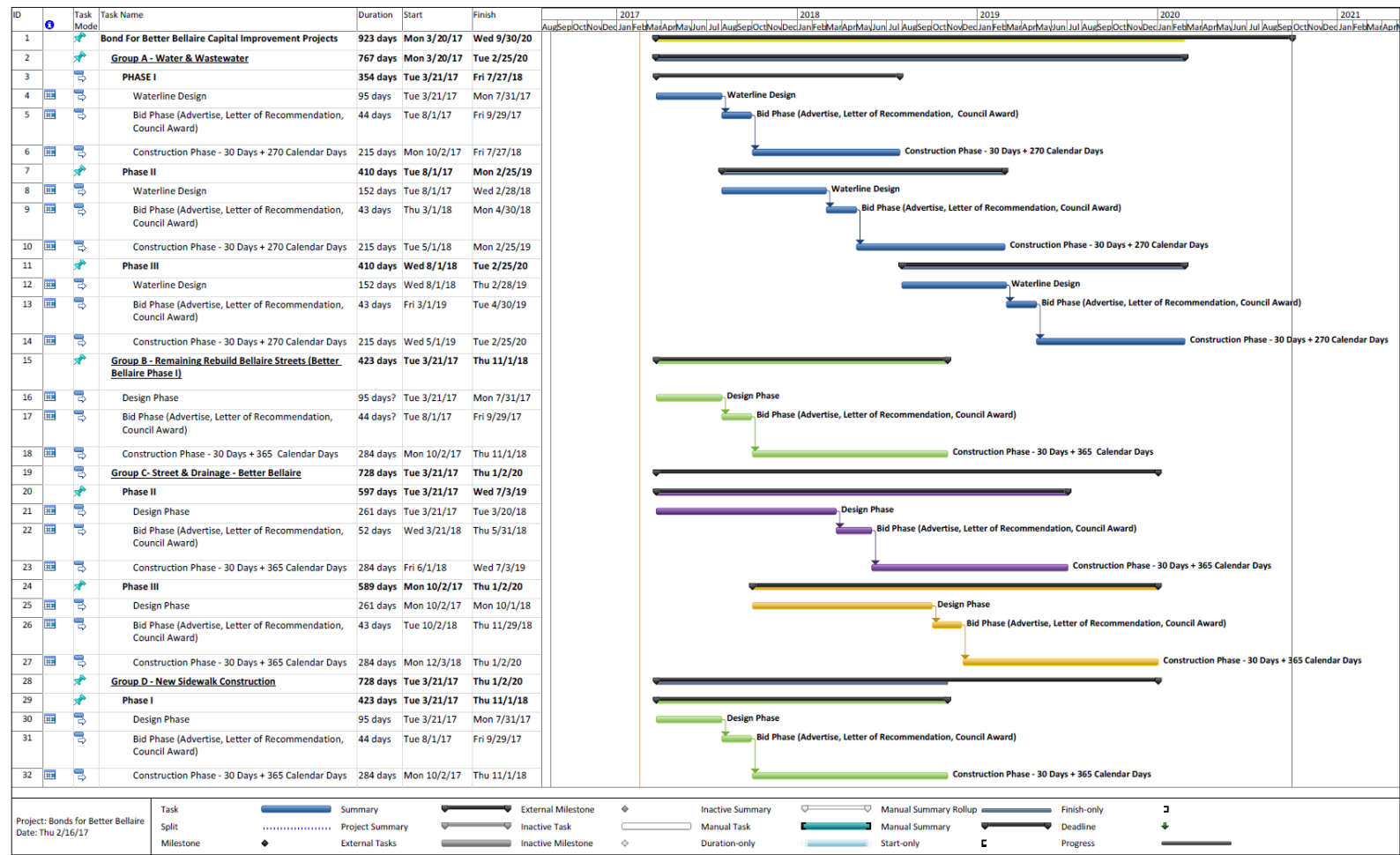
Attachment: OCTOBER 2017 MONTHLY REPORT (2173 : Monthly Financial Report for the Period Ending October 31, 2017)

BONDS FOR BETTER BELLAIRE PROGRAM UPDATE

December 4, 2017

BONDS FOR BETTER BELLAIRE PROGRAM UPDATE

- At the December 19, 2016 Council Meeting, the City Council approved issuing \$33,460,000 General Obligation Bonds.
- At the January 23, 2017 Council Meeting, the City Council approved the sale of the \$33,460,000
 - **Proposition 1** Streets, Drainage, Sidewalk \$24 Million
 - Proposition 2 New Municipal Buildings \$5.6 Million
 - **Proposition 3** Water and Wastewater \$24.38 Million
- A master project schedule was presented to City Council on February 20, 2017.



BONDS FOR BETTER BELLAIRE *PROJECTS UNDERWAY*

Water and Wastewater

Project Group A Phase I:

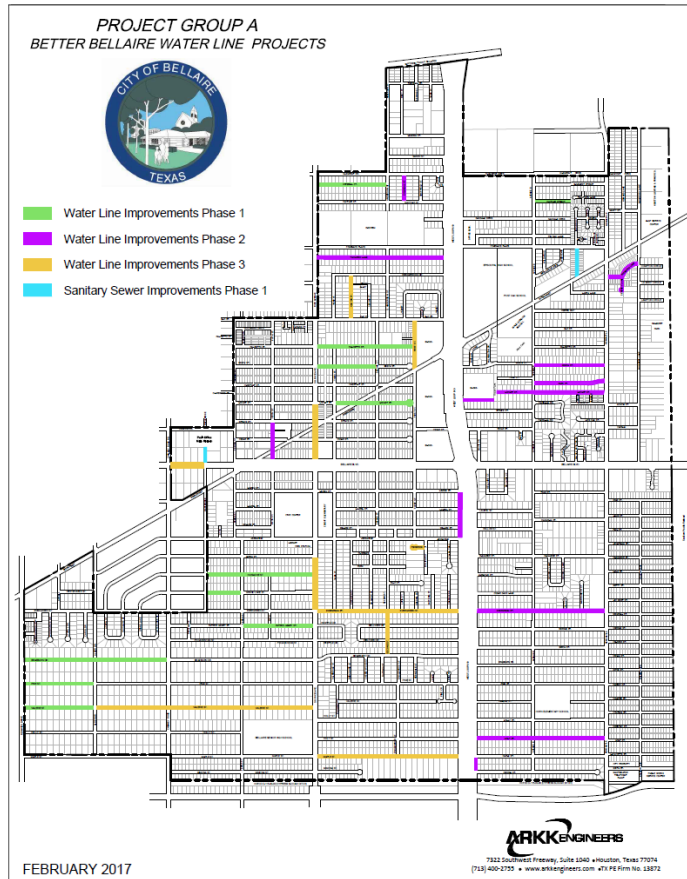
- Water and Wastewater line improvements
- ARKK
- 60% plan review status
- Neighborhood meeting 11-28-17

Next Steps

Construction contract – January - February

- 4900 - 5000 Blocks of Beech Street
- 5300 - 5400 Blocks of Braeburn Drive
- 5300 Block of Grand Lake Street
- 5100 - 5300 Blocks of Huisache Street
- 4800 - 4900 Blocks of Locust Street
- 4500 Block of Mayfair Street
- 4800 - 5000 Blocks of Palmetto Street
- 5100 - 5200 Blocks of Patrick Henry Street
- 5400 Block of Pine Street
- 5400 Block of Holly

Water and Wastewater



BONDS FOR BETTER BELLAIRE PROJECTS UNDERWAY

- 4900 - 5000 Blocks of Beech Street
- 5300 - 5400 Blocks of Braeburn Drive
- 5300 Block of Grand Lake Street
- 5100 - 5300 Blocks of Huisache Street
- 4800 - 4900 Blocks of Locust Street
- 4500 Block of Mayfair Street
- 4800 - 5000 Blocks of Palmetto Street
- 5100 - 5200 Blocks of Patrick Henry Street
- 5400 Block of Pine Street
- 5400 Block of Holly

***REBUILD BELLAIRE** *PROJECTS UNDERWAY*

Streets and Drainage

Group B Phase I:

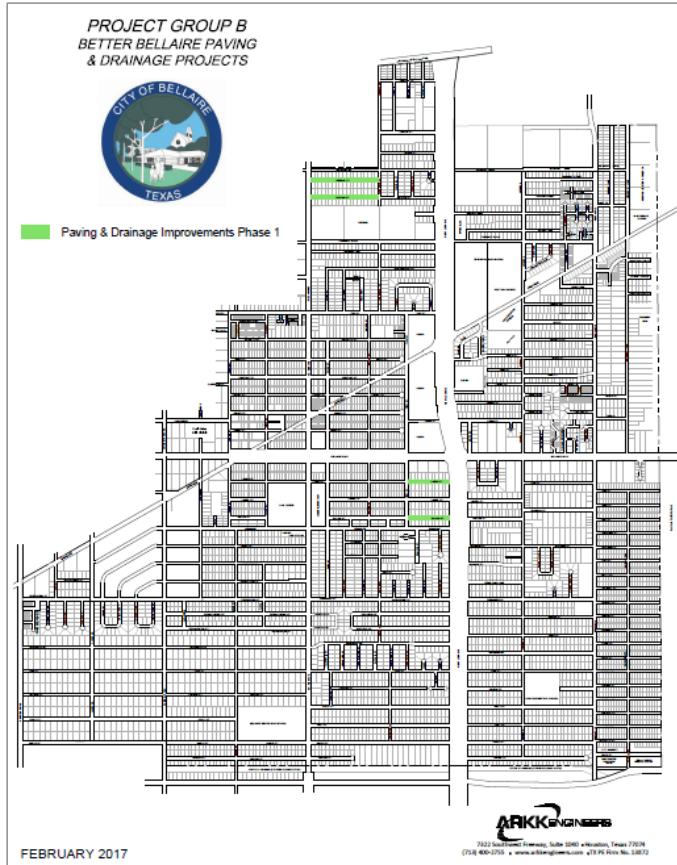
- Street, Storm, Sidewalk – one side
- HDR
- 90% plan review status
- Neighborhood meeting 11-14-17

Next Steps:

Construction Contract: January - February

- 4700 Block of Linden
- 4700 Block of Willow
- 4900 - 5000 Block of Imperial
- 4900 - 5000 Block of Mayfair
- Waterline will be improved on the 4900 block of Imperial

Streets and Drainage



*REBUILD BELLAIRE PROJECTS UNDERWAY

- 4700 Block of Linden
- 4700 Block of Willow
- 4900 - 5000 Block of Imperial
- 4900 - 5000 Block of Mayfair
- Waterline will be improved on the 4900 block of Imperial

BONDS FOR BETTER BELLAIRE *PROJECTS UNDERWAY*

Streets and Drainage

Group C Phase II:

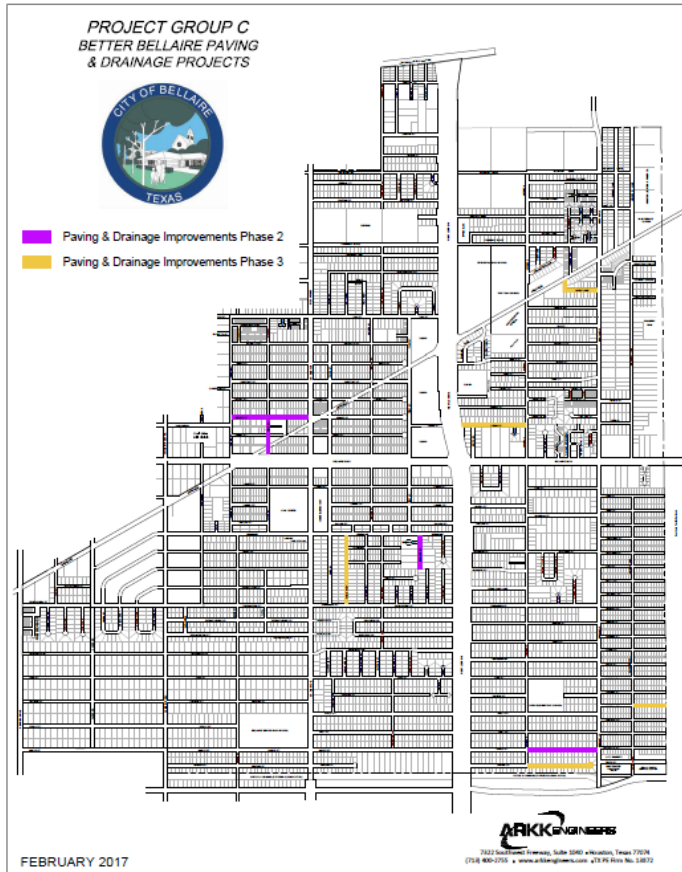
- Street, Storm and Sidewalk – Flap Gates
- Costello
- 30% plan review status
- Neighborhood meeting - TBD

Next Steps

Construction contract – end of FY18

- 4500 Block of Maple
- 500 Block of Bolivar
- 5100-5200 Blocks of Spruce
- 700 Block of N Fifth Street (from Bellaire to Spruce)
- A waterline will be improved on the 700 block of N Fifth Street
- Cypress Creek Ditch
- South Rice Outfall
- 610 Ditch
- Newcastle

Streets and Drainage



BONDS FOR BETTER BELLAIRE *PROJECTS UNDERWAY*

- 4500 Block of Maple
- 500 Block of Bolivar
- 5100-5200 Blocks of Spruce
- 700 Block of N Fifth Street (from Bellaire to Spruce)
- A waterline will be improved on the 700 block of N Fifth Street
- Cypress Creek Ditch
- South Rice Outfall
- 610 Ditch
- Newcastle

BONDS FOR BETTER BELLAIRE *PROJECTS UNDERWAY*

Sidewalk

Group D Phase II:

- New sidewalk – 5 feet one side
- Kaluza & Associates, Inc.
- 90% plan review status
- Neighborhood meeting – 10-24-17

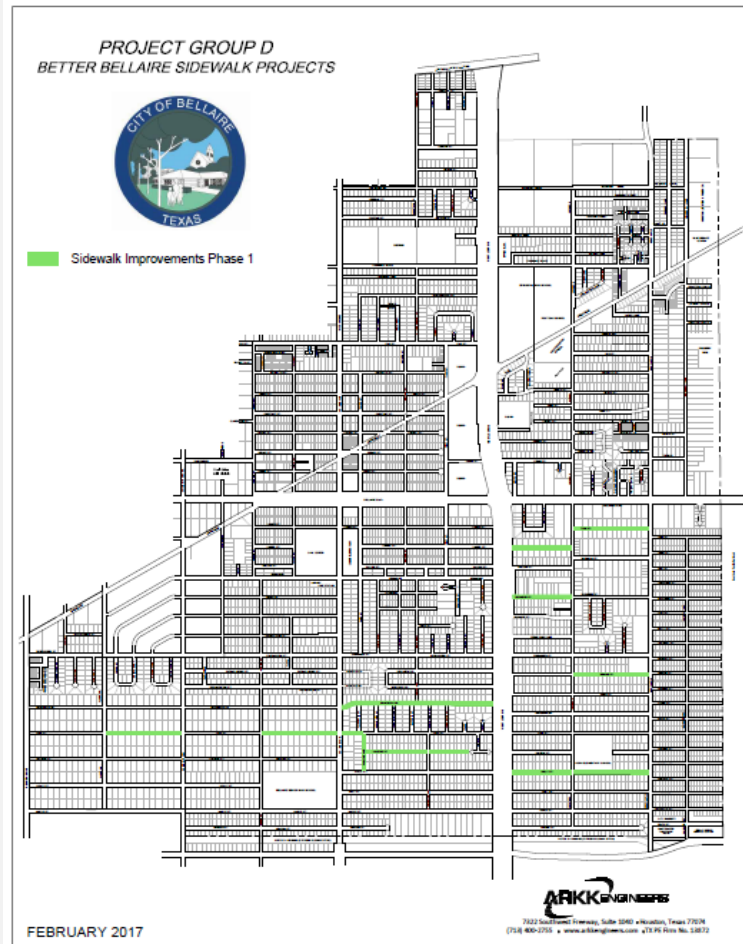
Next Steps

Working through resident concerns

Construction contract – January – February

- 4700 - 5000 Blocks of Braeburn Drive
- 4500 - 4600 Blocks of Holly Street
- 4600 Block of Laurel Street
- 4600 Block of Oleander Street
- 1000 Block of Pauline Avenue
- 5000 - 5100 Blocks of Pine Street
- 5300 Block of Pine Street
- 4500 Block of Teas Street
- 4800 - 4900 Blocks of Valerie Street
- 4500 Block of Verone Street

Sidewalk



BONDS FOR BETTER BELLAIRE *PROJECTS UNDERWAY*

- 4700 - 5000 Blocks of Braeburn Drive
- 4500 - 4600 Blocks of Holly Street
- 4600 Block of Laurel Street
- 4600 Block of Oleander Street
- 1000 Block of Pauline Avenue
- 5000 - 5100 Blocks of Pine Street
- 5300 Block of Pine Street
- 4500 Block of Teas Street
- 4800 - 4900 Blocks of Valerie Street
- 4500 Block of Verone Street

BONDS FOR BETTER BELLAIRE FOR CONSIDERATION THIS EVENING

Firm Selection Process

- RFP process for BBB
- 38 proposals from firms
- Prior contracts – City Manager signature authority

Project Management Method

- Design services
- 3rd party design review services
- Construction management and inspection services

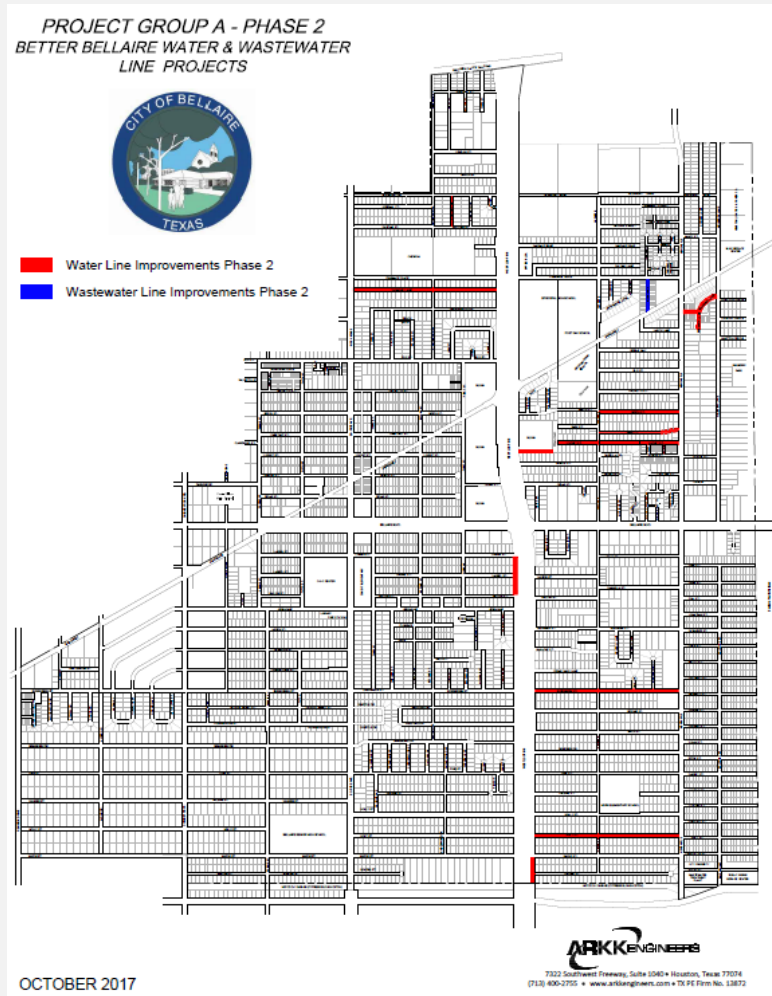
BONDS FOR BETTER BELLAIRE FOR CONSIDERATION THIS EVENING

Water and Wastewater

Group A Phase II:

- Item H 2 a. Design Contract
- Water and Wastewater line replacement
- **ARKK**
- Item H 2 b. Construction management and inspection
- **KITT**
- 6900 - 7000 Blocks of IH 610
- 8300 Blocks of IH 610
- 4400 Block of Basswood
- 4400 Block of Serenity Ln.
- 4500 Block of Beech
- 1100 Blocks of Colonial
- 4500 – 4600 Blocks of Evergreen
- 4500 – 4600 Blocks of Holt
- 4500 Block of Locust
- 4600 Blocks of Locust (east and west)
- 4500 Block of Park Ct.
- 4700 – 5000 Blocks of Tamarisk
- WW - 5700 Innsbruck

Water and Wastewater



BONDS FOR BETTER BELLAIRE FOR CONSIDERATION THIS EVENING

- 6900 - 7000 Blocks of IH 610
- 8300 Blocks of IH 610
- 4400 Block of Basswood
- 4400 Block of Serenity Ln.
- 4500 Block of Beech
- 1100 Blocks of Colonial
- 4500 – 4600 Blocks of Evergreen
- 4500 – 4600 Blocks of Holt
- 4500 Block of Locust
- 4600 Blocks of Locust (east and west)
- 4500 Block of Park Ct.
- 4700 – 5000 Blocks of Tamarisk
- WW - 5700 Innsbruck

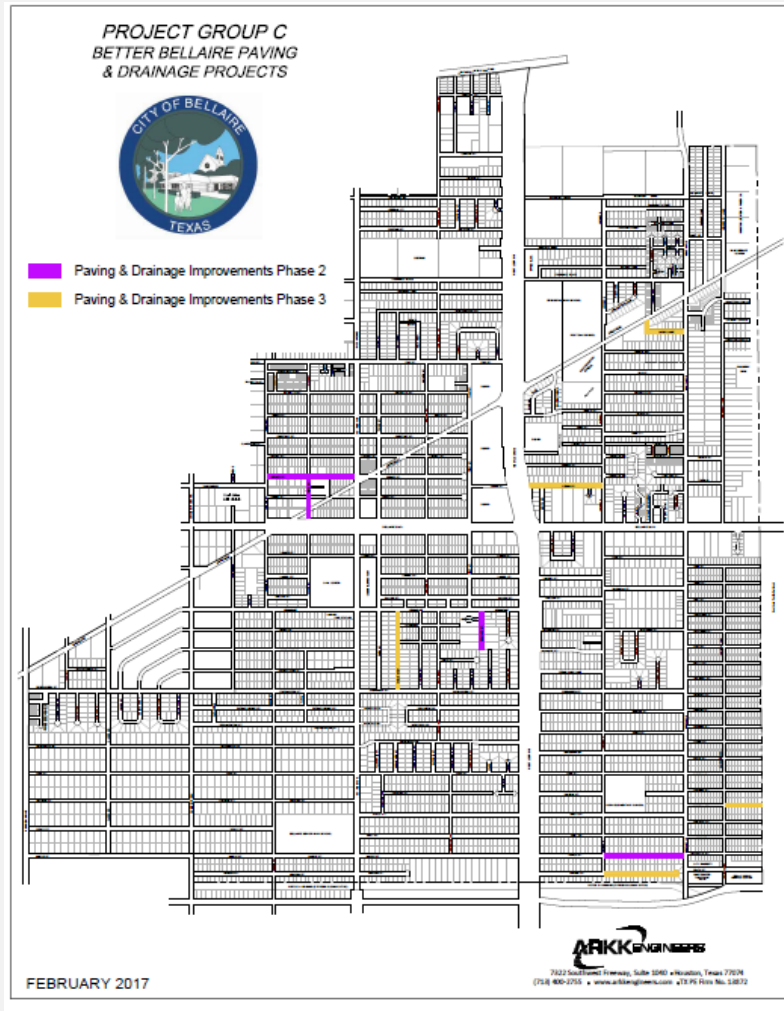
BONDS FOR BETTER BELLAIRE FOR CONSIDERATION THIS EVENING

Streets Drainage Sidewalk

Group C Phase III:

- Item H 2 c. Design Contract
- Street, Drainage and Sidewalk
- **Kaluza & Associates, Inc.**
- Item H 2 e. Third party design review
- Item H 2 e. Construction management and observation services (Inspection)
- **ARKK**
- 4500 block of Larch Lane
- 4300 block of Cynthia
- 4600 block of Cedar
- 500 block of Chelsea
- 4600 block of Mimosa

Streets Drainage and Sidewalk



BONDS FOR BETTER BELLAIRE FOR CONSIDERATION THIS EVENING

- 4500 block of Larch Lane
- 4300 block of Cynthia
- 4600 block of Cedar
- 500 block of Chelsea
- 4600 block of Mimosa

BONDS FOR BETTER BELLAIRE FOR CONSIDERATION THIS EVENING

New Sidewalk

Group D Phase II:

- Item H 2 d. Design Contract
- New Sidewalk
- **MBCO Inc.**
- Item H 2 e. Third party design review
- Item H 2 e. Construction management and observation services (Inspection)
- **ARKK**
- 5200 Block of Willow Street
- 5200 Block of Laurel Street
- 5200 Block of Linden Street
- 4800-4900 Block of Cedar Street
- 4800-4900 Block of Spruce Street
- 5000-5200 Block of Locust Street
- 5100 Block of Huisache Street
- 4800-4900 of Chestnut Street
- 3rd Street from Bellaire to Jessamine

BONDS FOR BETTER BELLAIRE FOR CONSIDERATION THIS EVENING

Conclusion

- Requesting Council approval of 5 contracts
 - Item H 2 a. - ARKK - water and wastewater design
 - Item H 2 b. - KIT - construction management and inspection
 - Item H 2 c. - Kaluza - streets, drainage and sidewalk design
 - Item H 2 d. - MBCO - new sidewalk design
 - Item H 2 e. – ARKK – 3rd party design review & construction management and inspection



CITY OF BELLAIRE TEXAS

MAYOR AND COUNCIL

OCTOBER 16, 2017

Council Chamber

Regular Session

6:00 PM

7008 S. RICE AVENUE
BELLAIRE, TX 77401

REGULAR SESSION - 6:00 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 6:00 p.m. on Monday, October 16, 2017. The Regular Session was held in the Council Chamber, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas 77401.

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	Absent
Michael Fife	Council Member	Present
David R. Montague	Council Member	Present

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

*Council Member Pappas arrived shortly after the Town Hall Meeting had begun.

C. Inspirational Reading and/or Invocation - David R. Montague, Council Member.

David R. Montague, Council Member, provided the inspirational reading for the evening.

D. Pledges to the Flags - David R. Montague, Council Member.

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

I. TOWN HALL MEETING (CHARTER ELECTION)

A. Introduction - Andrew S. Friedberg, Mayor.

Mayor Friedberg advised that the subject of the evening's Town Hall Meeting was the

Minutes Acceptance: Minutes of Oct 16, 2017 6:00 PM (Adoption of Minutes:)

upcoming Charter Election. He advised that this Town Hall Meeting fell into the category of being more about presenting information to the public as opposed to receiving comments from the public, in that the Charter Election and ballot propositions had already been finalized. However, Mayor Friedberg advised that comments and questions from the public would be welcome, and noted that questions could be referred to staff for answers this evening.

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

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

C. Presentation:

Presentation of Charter amendments recommended by the Bellaire Charter Review Commission and the Bellaire City Council to be submitted to the electors of the City of Bellaire, Texas, in a Special Election to be held on November 7, 2017 - Submitted by Alan P. Petrov, City Attorney.

Alan P. Petrov, City Attorney, indicated that the City's Charter review process had been going on for almost one year. In November of 2016, the City Council established the Charter Review Commission ("Commission"), which held its first meeting in December of 2016. The Commission reviewed each of the articles and sections in the Charter. The Commission had the assistance of a facilitator with a great deal of experience with charter reviews, Charlie Zech, an attorney from San Antonio.

A report was presented by the Commission to City Council on June 19, 2017. City Council heard the report and held a subsequent meeting in July of 2017 to discuss the recommendations in depth. City Council provided some specific direction to set forth the propositions for the upcoming election. On August 21, 2017, the City Council approved an ordinance calling the election on the various charter amendments.

City Attorney Petrov advised that the proposed charter amendments fell within a couple of classes of amendments, such as amendments to correct conflicts with state law, amendments to clarify ambiguous provisions, and amendments that would correct inconsistencies or eliminate unnecessary inefficiencies with the way the City government was operating.

D. Public Comment.

Mayor Friedberg opened the floor for public comment on the subject matter of the Town Hall Meeting.

James P. Avioli, Sr.:

Mr. Avioli addressed City Council and indicated that he had served as a member of the Charter Review Commission. He spoke to one of the proposed amendments to the Charter, specifically Proposition C. Mr. Avioli stated that Proposition C referred to the Commission's proposal for a sizable increase in the stipend for the Mayor and City Council in the amount of \$400 for the Mayor and \$200 for the Council Members.

Mr. Avioli indicated that the stipend increase was proposed before Hurricane Harvey, before the approved and expanded 2018 budget, before the increase in water rates, and before the proposed increase in property taxes. Based on his understanding that the

Mayor and members of City Council were already reimbursed for City-related expenses and currently received a stipend for that purpose, a stipend increase, in his opinion, was unnecessary.

Under the present conditions, Mr. Avioli strongly encouraged the City Council to disregard the proposal and remove it from the ballot on November 7, 2017. This was not the time for a Council stipend increase in view of all the other increases that residents presently saw were going to happen, in Mr. Avioli's opinion.

Lynn McBee:

Ms. McBee addressed City Council and advised that she had the privilege of attending most of the meetings of the Charter Review Commission ("Commission"), which was comprised of five members with a very limited charge by the City Council, in her opinion. The composition of the Commission included two attorney-facilitators, one attorney as the Chair, one attorney as the City Council Liaison, and the rest. Because of the narrowness of the charge and the preponderance of attorneys participating in the process, Ms. McBee found that the process was not one of the voice of the people, in her opinion.

In past Charter revisions, Ms. McBee indicated there were values represented in the debates and discussions. This Commission addressed none of the citizen-interested topics, but rather what was allowed by state law. There was little publicity regarding the meetings, in her opinion, which she saw as a criticism of the process to some degree. The Charter should represent the values of the community, in her opinion.

Additionally, Ms. McBee stated that she had not seen an explanation for the 18 propositions until this evening, as she had not seen them on the City's website. For future consideration, Ms. McBee urged City Council to make it a bigger deal by emphasizing the importance of the public speaking to what they wanted.

On the compensation question, Ms. McBee asked how someone could vote blindly on the proposition, advising that there was no timeline presented. Because there were no proposed numbers, if the Mayor were to receive \$400 per month and the Council Members were to receive \$200 per month, the total required in the budget to finance that every year was \$19,200. She stated that it was an inappropriate amendment to propose to the voters without fleshing it out in the explanation or proposition itself, in her opinion.

E. Questions from the Mayor and City Council.

At the conclusion of the public comment period, **Mayor Friedberg** opened the floor for questions from the City Council. Following questions, Mayor Friedberg thanked the members of the Charter Review Commission for their work (Chair Neil Verma and Member James P. Avioli, Sr., were present in the audience), as well as City Attorney Petrov for all of his work.

Mayor Friedberg announced that the Town Hall Meeting was concluded.

F. Adjourn.

Mayor Friedberg announced that the Town Hall Meeting was adjourned at 6:36 p.m. on Monday, October 16, 2017.

II. REGULAR MEETING

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

Mayor Friedberg called the Regular Meeting of the City Council of the City of Bellaire, Texas, to order at 6:36 p.m. on Monday, October 16, 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	Absent
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.

C. Personal/Audience Comments.

Mayor Friedberg introduced the Personal/Audience Comments agenda item and advised that members of the public wishing to speak needed to turn in a speaker form. The time limit for speakers was noted to be five (5) minutes, with notice after four (4) minutes that one (1) minute was left.

Amy Zadok:

Ms. Zadok advised that she wished to address the beautification project of sidewalks on the 4800 block of Valerie Street and read a petition that she had distributed on her block requesting that the implementation of sidewalks on the 4800 block of Valerie Street be abandoned.

Ms. Zadok stated the street suffered tremendously from Harvey's flood, with more than one-half of the homes flooded in some way. Much of the water build up occurred at the cul-de-sac. The residents of the 4800 block of Valerie Street felt the money allowed for a sidewalk would be ill-used as the residents desperately needed a drain for the end of the street. In her opinion, the sidewalks would make the neighborhood less beautiful and green and the roots from the trees would eventually make the sidewalks crack and even rise from the ground causing a huge hazard for pedestrians and pets, in her opinion.

Ms. Zadok advised that the residents wished to focus their tax money and efforts on real dangers on Valerie Street, one of which was the standing water that had been an issue for years. She urged City Council to find a way to expel the water from Valerie Street permanently.

Ivy Frank:

Ms. Frank added that the residents had spoken with the City's Project Manager, Cristin, who indicated that there would be conversation before the decision was made. A short

time later surveyors showed up and the residents received a letter stating that the decision had been made and that residents could attend the informational meeting and ask questions. It did not sound as if there would be a forum to change the City's mind.

Mitchell Pilot:

Mr. Pilot addressed City Council regarding flooding on Linden Street. Mr. Pilot indicated that his home flooded as well as the four homes to the east of his. He stated that he had three inches of water in his home and some of the other homes to the east had a little more water in them. Although the level of flooding was not as high as many others experienced, three inches was enough to destroy all the walls and the bottoms of cabinets.

Mr. Pilot noted that Linden Street was recently repaved resulting in a higher street and less room for water to collect in the street. Drainage on the street was not what it was before, in his opinion, resulting in ponding as the water could not make it to the storm drains.

Mr. Pilot urged the City to take a good long look at its priorities. For example, flood control should be prioritized before beautification and sidewalks, in his opinion.

In closing, Mr. Pilot urged City Council to think about the priorities and work to ensure that such a disaster did not happen again.

Scott Scheinthal:

Mr. Scheinthal addressed City Council regarding the proposed increase in property taxes. He advised that the Southdale area of Bellaire did not feel they received the same treatment as larger homes in other areas of the City, in his opinion.

Mr. Scheinthal indicated that there were 19 streets in Southdale with approximately 45 homes per block. By Mr. Scheinthal's observation, of the 45 homes per block, approximately 41 homes were damaged due to Harvey. When driving by those homes, the area looked like a third world country with all of the debris sitting in front of the homes.

For the City to come along and increase taxes, especially for those in the Southdale area, was shameful in his opinion. Mr. Scheinthal stated his belief that businesses in the community could well afford to pay whatever shortfall the City had. The residents in Southdale would not know how much money they needed to put into their homes until December, January, or February. There were not enough insurance adjusters to go around and FEMA had up to one year to settle claims.

In closing, Mr. Scheinthal asked the City Council to kindly reconsider what was being done with respect to the tax rate and restated his opinion that an increase was shameful and harmful to the residents.

Lynn McBee:

Ms. McBee addressed City Council regarding flooding as well. She indicated that she had similar experiences as others in Bellaire with one-two inches of water in her home. She had been visited by FEMA and had received a 24-page report, which was basically to take the whole thing down and start over again. She also noted that the total payment for damages she had received was far less than what was stated in the FEMA report.

As representatives, Ms. McBee urged the City Council to move forward with what they deemed to be their stakeholder protection. She advised that some drastic things needed to be done by the City Council, such as a meeting with the Harris County Appraisal District to determine options as to devaluing homes, in her opinion.

D. Reports and Presentations:

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 October 16, 2017, to members of the City Council. The report consisted of reminders of upcoming meetings and City events, future agenda items to be considered by the City Council, and an update on the Hurricane Harvey recovery.

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

E. New Business:

1. Consent Agenda:

a. Adoption of Minutes:

Consideration of and possible action on the adoption of the minutes of the Regular Session of the City Council of the City of Bellaire, Texas, held on Monday, September 11, 2017 - Submitted by Tracy L. Dutton, City Clerk.

Mayor and Council - Regular Session - Sep 11, 2017 6:00 PM

b. Code Suspension:

Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, temporarily suspending application of Chapter 27, Streets, Sidewalks and Public Places, Section 27-95, Curfew Imposed, of the Code of Ordinances of the City of Bellaire, Texas, for the purpose of allowing the Bellaire High School Softball Boosters to host their rescheduled 15th annual BBQ Fundraiser in the parking lot of Feld Park, 6406 Avenue B, Bellaire, Texas, from Thursday, November 9, 2017, through Saturday, November 11, 2017, said suspension to commence at 11:00 p.m. and terminate at 5:00 a.m. on the evenings and/or early mornings of Thursday, November 9, 2017, Friday, November 10, 2017, and Saturday, November 11, 2017 - Submitted by Cheryl Bright, Assistant Director of Parks, Recreation and Facilities, on behalf of the Bellaire High School Softball Boosters.

Following the reading of the captions of items on the Consent Agenda, **Mayor Friedberg** asked if any member of the City Council wished to remove an item or items from the Consent Agenda. Hearing none, Mayor Friedberg entertained a motion to adopt the Consent Agenda.

Motion:

To adopt the Consent Agenda dated October 16, 2017.

{Moved by Michael Fife, Council Member, and seconded by Gus E. Pappas, Council Member}

*Council Member Pollard briefly stepped away from the Council dais and did not participate in the vote on the Consent Agenda.

RESULT:	ADOPTED [5 TO 0]
MOVER:	Gus E. Pappas, Michael Fife
AYES:	Friedberg, Reed, Pappas, Fife, Montague
ABSENT:	McLaughlan
AWAY:	Pollard

2. Adoption of Ordinance:

Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, fixing the tax rate and tax levy for the City of Bellaire, Texas, for tax year 2017 (fiscal year beginning October 1, 2017, and ending September 30, 2018), upon all taxable property in the City - Submitted by Terrence Beaman, Chief Financial Officer.

Terrence Beaman, Chief Financial Officer (CFO), advised that the last step in the tax rate process was the adoption of the 2017 property tax rate for the City of Bellaire. Prior to this evening, City Council was presented with the effective and rollback tax rates. Two public hearings were held thereafter on October 2, 2017, and on October 9, 2017.

Based on information provided by the Harris County Appraisal District, CFO Beaman advised that the effective tax rate was calculated at \$0.3864, and the rollback tax rate was calculated at \$0.4228. Based on the assessed valuations and the adoption of the City's 2018 budget, a tax rate of \$0.4159 was proposed. The components of the proposed tax rate were noted as follows:

Operations and maintenance = \$0.2678; and
Debt Service Fund = \$0.1481.

Mayor Friedberg advised that state law required the ordinance be adopted by record vote and prescribed the precise language of the motion. Therefore, to adopt the ordinance as presented in accordance with the specific requirements of state law, he entertained a motion as follows:

"I move that the property tax rate be increased by the adoption of a tax rate of \$0.4159, which is effectively a 7.63% increase in the tax rate."

Motion:

I move that the property tax rate be increased by the adoption of a tax rate of \$0.4159, which is effectively a 7.63% increase in the tax rate.

{Moved by Gus E. Pappas, Council Member, and seconded by David R. Montague, Council Member}

Mayor Friedberg opened the floor for questions, discussion and deliberation. Following deliberation, Mayor Friedberg called for a record vote on the motion to adopt a tax rate.

Tracy L. Dutton, City Clerk, called for a record vote of each individual member of the City Council as follows:

Member of City Council	Record Vote
Roman F. Reed, Mayor Pro Tem	Yes
Trisha S. Pollard, Council Member	Yes
Gus E. Pappas, Council Member	Yes
Andrew S. Friedberg, Mayor	Yes
Michael Fife, Council Member	Yes
David R. Montague, Council Member	Yes

The adoption of a tax rate of \$0.4159, which is effectively a 7.63% increase in the tax rate was approved by a record vote of 6-0. Council Member Pat B. McLaughlan was absent.

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

Community interest items from the Mayor and City Council included reminders to attend the upcoming Candidate Forum at Faith Lutheran Church, Nature Discovery Center's Pumpkin Patch, Fire Truck Pull, and rescheduled Block Party with Dennis Quaid. Also announced was the first meeting of the Flood Hazard Mitigation Task Force on October 30, 2017, at 6:00 p.m.

G. Adjourn.

Mayor Friedberg announced that Regular Session of the City Council of the City of Bellaire, Texas, was adjourned at 8:07 p.m. on Monday, October 16, 2017.



CITY OF BELLAIRE TEXAS

MAYOR AND COUNCIL

NOVEMBER 6, 2017

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, November 6, 2017. The Regular Session was held in the Council Chamber, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas 77401.

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.

C. Inspirational Reading and/or Invocation - Roman F. Reed, Mayor Pro Tem.

Roman F. Reed, Mayor Pro Tem, provided the inspirational reading for the evening.

D. Pledges to the Flags - Roman F. Reed, Mayor Pro Tem.

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

E. Personal/Audience Comments.

Mayor Friedberg provided a brief overview of the rules for Personal/Audience Comments, noting that speakers had five (5) minutes to provide their comments, with notice after four (4) minutes that one (1) minute was left.

Susan Downs:

Ms. Downs addressed City Council with a budget money saving idea. She suggested

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that the City decrease the garbage pick up service to once per week as opposed to twice per week. She indicated that it seemed the residents on her street recycled, leaving little garbage to pick up. She did not believe that the City needed to pick up garbage twice per week.

Secondly, Ms. Downs referenced the northwest corner of Loftin Park. She advised that there were four trees planted in the northwest corner of Loftin Park by CenterPoint Energy to help people learn which trees to plant near power lines. Large plaques were also installed in front of each tree. Ms. Downs indicated that she believed that three of the trees were mislabeled.

Ms. Downs advised that she had reported the mislabeled trees to the City and CenterPoint Energy and asked that the plaques be changed in July of 2017. She indicated that the plaques had still not been replaced and expressed frustration that she was not being taken seriously.

Mayor Friedberg indicated that the City Council had received one written comment for this meeting from **Keith Bowers** and provided a summary of the comments.

Mr. Bowers commented on the City's procurement function, noting the services contracts in the evening's packet for approval had been arrived at by excellent procedures and represented best practices, in his opinion. Mr. Bowers also commented on the outstanding achievements of City Manager Paul Hofmann and his entire team, with special recognition of Karl Miller and the Project Management Team in the Finance Department.

Mr. Bowers concluded by noting that the Harvey flood recovery had imposed a great deal of emergency work on staff, yet staff still managed to develop several complicated bid packages which resulted in good contractor proposals based on the clear scope and evaluation methods that the staff explained to bidders, resulting in fair and well-documented evaluations and recommendations in his opinion.

Following the summary, **Mayor Friedberg** advised that complete copies of the written comment was provided for each member of City Council on the dais and included in the record of the evening's meeting.

F. Reports and Presentations:

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 November 6, 2017, to members of the City Council. The report consisted primarily of updates regarding upcoming events in the City, as well as a discussion of future City Council agenda items.

At the end of the City Manager's Report, **Mayor Friedberg** opened the floor for questions from the City Council. Hearing none, Mayor Friedberg announced that the City Manager's Report was concluded and moved to the next item on the agenda.

G. New Business:

1. Consent Agenda:

a. Adoption of Minutes:

Consideration of and possible action on the adoption of the minutes of the Regular Session of the City Council of the City of Bellaire, Texas, held on Monday, September 18, 2017 - Submitted by Tracy L. Dutton, City Clerk.

Mayor and Council - Regular Session - Sep 18, 2017 5:45 PM

b. Approval of Agreements, Final Payments and Emergency Services Purchase:

- i. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the Mayor 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 Hou-Scape, Inc., for landscape maintenance services for city parks and grounds for an initial term commencing on December 1, 2017, and ending on September 30, 2018, in a monthly amount not to exceed \$13,189.33 - Submitted by Karl Miller, Director of Parks, Recreation and Facilities.
- ii. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the Mayor 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 Magnum Staffing Services Inc., for temporary labor services pursuant to Bid No. 17-010, in an amount not to exceed \$100,000.00 for an initial term commencing on November 6, 2017, and ending on November 5, 2018 - Submitted by Michael Leech, Director of Public Works.
- 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, an Agreement for Professional Services with BBG Consulting, Inc., for services necessary for the enforcement of the City's building codes to include construction plan review and the provision of onsite inspection services in an estimated annual amount of \$125,000.00 - Submitted by ChaVonne Sampson, Interim Director of Development Services.
- iv. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing final payment and release of retainage in the aggregate amount of \$334,931.98 to Main Lane Industries, Ltd., for the FY 2016 Street and Sidewalk Pavement Management Project - Submitted by Michael Leech, Director of Public Works.
- v. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing final payment and release of retainage in the aggregate amount of \$115,363.07 to AAA Asphalt Paving, Inc., for the FY 2015 Street and Sidewalk Pavement Management Project - Submitted by Michael Leech, Director of Public Works.

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- vi. Consideration of and possible action on a recommendation from the Public Works Department to ratify an emergency sanitary sewer line repair services purchase with RJM Utility Construction, LLC, in an amount not to exceed \$67,404.00 - Submitted by Michael Leech, Director of Public Works.

c. Adoption of Resolution:

Consideration of and possible action on the adoption of a resolution of the City Council of the City of Bellaire, Texas, casting its ballot for the election of Mike Sullivan to the Board of Directors of the Harris County Appraisal District for a two-year term commencing on January 1, 2018, and ending on December 31, 2019 - Submitted by Tracy L. Dutton, City Clerk.

Mayor Friedberg read the captions of the eight items listed on the Consent Agenda dated November 6, 2017, and asked if any member of City Council wished to remove an item or items for separate consideration. Hearing none, Mayor Friedberg entertained a motion to adopt the Consent Agenda.

Motion:

To adopt the Consent Agenda dated November 6, 2017.

{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, McLaughlan, Fife, Montague

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

a. Donations:

- i. Consideration of and possible action on the adoption of a resolution of the City Council of the City of Bellaire, Texas, accepting a donation from the Bellaire Historical Society of nine (9) historical items for display in the new Bellaire City Hall and Civic Center in order to promote the history of Bellaire to its citizens, visitors and employees - Submitted by Diane K. White, Assistant City Manager on behalf of the Bellaire Historical Society.

After reading the caption of the agenda item, **Mayor Friedberg** recognized Diane K. White, Assistant City Manager (ACM), as the submitter of the item on behalf of the Bellaire Historical Society, for a brief introduction of the item. **ACM White** referred to Lynn McBee, resident and member of the Bellaire Historical Society, noting that she and Ms. McBee were available to answer any questions related to the donated items. **Mayor Friedberg** next asked to get a motion on the floor for purposes of deliberation and questions.

Motion:

To adopt the resolution as presented accepting the donation.

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

Mayor Friedberg invited Ms. McBee to the podium to provide an overview of the items to be donated to the City by the Bellaire Historical Society.

Lynn McBee, member of the Bellaire Historical Society (BHS), introduced those members who were present in the audience as follows: Linda Dyson, former Mayor Betty Janicek, Patsy Teas, former Director Win Frazier, and Gayle Reaben.

Ms. McBee advised that the BHS was organized in 1974 by Leila Rouse. The purpose of the BHS was to restore and display historically significant landmarks, natural areas, documents, artifacts, and records pertaining to the Bellaire community. The current President, Randy McKinney, and the Past President, Pat Durio, were also referenced.

Ms. McBee cited numerous accomplishments of the BHS since 1974 including the acquisition and shipping from Portugal of a 19th century electric trolley car located in Paseo Park during the Texas Sesquicentennial celebration in 1986. She indicated that five official Texas historical markers issued under the stringent requirements of the Texas Historical Commission were installed in Bellaire. Reference was made to the BHS' sponsorship of an International Folk Festival in Bellaire for many years coordinated by former Mayor Louise Ware. Additionally, the BHS participated with the Friends of the Bellaire Library in a preservation project involving the conversion of early Bellaire newspapers into a digital format.

Ms. McBee described each of the nine donations that were lined up below the dais as follows: 1) an architectural rendering of the original 1908-1909 Bellaire Station Streetcar Pavilion facing South Rice Avenue at Bellaire Boulevard that was created in preparation of the rebuilding of the Pavilion; 2) a poster advertising "Bellaire Lots for Sale - Westmoreland Farms" from 1939, along with prices for the lots; 3) six various cartoons published over the 1977-1978 period before the City's recall election took place. Ms. McBee made a specific reference to the cartoon titled "Tug-of-War over Recall" as published in the Bellaire Beacon Newspaper in March of 1978; and 4) a logo of the Bellaire Civic Action Club (BCAC) carved by Max McRae.

After providing a brief history of the recall election, Ms. McBee advised that she hoped that the donations and various articles of history would be placed in a prominent place in the new City Hall/Civic Center building.

Ms. McBee turned the podium over to the BHS representatives that were present and invited them to provide their comments. All members did so, noting their fondness for Bellaire and the BHS. Ms. McBee also recognized Mary Cohrs, Director of the Bellaire Library, as a member of the BHS.

At the conclusion of Ms. McBee's overview and comments by members of the BHS, **Mayor Friedberg** opened the floor for deliberation and

comments. Following questions, discussion and deliberation, **Mayor Friedberg called for action on the motion to adopt the resolution as presented accepting the donation.**

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

- ii. Consideration of and possible action on the adoption of a resolution of the City Council of the City of Bellaire, Texas, accepting a donation from the Bellaire Southwest Houston Rotary Club of \$7,500.00 for the preliminary design services relating to a piece of World Trade Center steel previously donated to and accepted by the City - Submitted by Michelle Jordan, Project Manager.

Mayor Friedberg read the caption of the agenda item and opened the floor to the City's Project Manager, Michelle Jordan, for an overview of the item.

Michelle Jordan, Project Manager, reminded members of the City Council of the steps in the process that had previously been addressed. She advised that the donation of the World Trade Center steel was first introduced to City Council in October of 2016 in a City Manager Weekly Memo.

Between October 2016 and December 2016, the City worked with PGAL, the architect for the municipal facilities project, and looked at the overall campus site plan to see if there was a location onsite that would be appropriate for the steel. Project Manager Jordan advised that the location shown to City Council in December of 2016 was in an area between the new Police Station and the Great Lawn. On June 19, 2017, by Resolution No. 17-06, the City Council had formally accepted the donation of the steel.

Recently, the Bellaire Southwest Houston Rotary Club offered a donation of \$7,500 to be used for preliminary design services for the steel. These services were important so that the City could ensure the security of the piece on a structurally designed foundation. Project Manager Jordan advised that funding had not been included for this project in the CIP, and confirmed that the intent all along has been that all costs associated with the project would be covered by donations like the one under consideration this evening, although City Council in the future could choose to find some aspects of the project if it wanted to.

Mayor Friedberg opened the floor for questions from the City Council, as well as deliberation.

Motion:

To adopt the resolution as presented accepting the donation.

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

Michael Fife, Council Member}

Discussion ensued among members of the City Council. At the conclusion of the discussion, Mayor Friedberg called for action on the motion.

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

b. Contracts and Agreements:

- i. Consideration of and possible action on the adoption of an ordinance of the City Council of Bellaire, Texas, authorizing the Mayor of the City of Bellaire, Texas, to execute, for and on behalf of the City of Bellaire, Texas, an Application for Group Coverage (Stop Loss Agreement, Administrative Services Agreement), as well as any related documentation with Cigna, for the purpose of providing employee group medical insurance for a period of one (1) year commencing January 1, 2018, and ending December 31, 2018, with an option to renew said insurance coverage for additional one (1) year periods of time upon mutual consent of the City of Bellaire, Texas, and Cigna - Submitted by Yolanda Howze, Director of Human Resources.

After reading the caption of the agenda item, **Mayor Friedberg** advised that Yolanda Howze, Director of Human Resources, had provided a substitute ordinance with only minor changes from the version in the packet for City Council consideration. He noted that the only changes were the references to the two exhibits.

Yolanda Howze, Director of Human Resources, advised that the changes to the ordinance were minor and related to the titles of the two exhibits. She stated that the ordinance was presented to City Council for consideration in order to change the funding arrangement with Cigna from a fully funded plan to a partially self-funded plan. As the City Manager mentioned during the July 17th budget presentation, which was followed by a presentation from Harris Reed of Higginbotham during an August 21st budget workshop, the City desired to change the funding arrangement, which required the approval of City Council. Director Howze indicated that the partially-funded plan would save the City 5% initially, with an opportunity to receive refunds in the following years.

Mayor Friedberg entertained a motion to adopt the ordinance as presented authorizing the application for amended group coverage and a confirmation of rates letter, as well as any related documentation.

Motion:

To adopt the ordinance as presented authorizing the application for amended group coverage and a confirmation of rates letter, as well as any related documentation.

{Moved by Roman F. Reed, Mayor Pro Tem, and Gus E. Pappas,

Council Member}

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

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Roman F. Reed, Mayor Pro Tem
SECONDER:	Gus E. Pappas, Council Member
AYES:	Friedberg, Reed, Pollard, Pappas, McLaughlan, Fife, 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 and the City Clerk of the City of Bellaire, Texas, to execute and attest, respectively, a Contract and Agreement for City Engineer Services with ARKK Engineers, LLC, for the provision of professional city engineer services in the amount of \$75,000.00 for a one-year period commencing on November 6, 2017, and ending on November 5, 2018 - Submitted by Michael Leech, Director of Public Works.

Mayor Friedberg read the agenda caption and entertained a motion to adopt the ordinance as presented authorizing the contract and agreement for city engineer services.

Motion:

To adopt the ordinance as presented authorizing the contract and agreement for city engineer services.

{Moved by David R. Montague, Council Member, and seconded jointly by Trisha S. Pollard and Gus E. Pappas, Council Members}

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

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

c. Project Awards:

- i. Consideration of and possible action on a recommendation from the Public Works Department to award Bid No. 17-011, FY 2017 Street and Sidewalk Pavement Management Program Project, to Main Lane Industries, Inc., in an amount not to exceed \$1,264,230.00 and on the adoption of 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 with Main Lane Industries, Inc., for said project - Submitted by Michael Leech, Director of Public Works.

Mayor Friedberg read the agenda caption and advised that although the item was fully presented in the agenda statement in the packet, there was enough information to merit a brief description.

Michael Leech, Director of Public Works, advised that the Public Works Department was requesting City Council's authorization to award a contract to Main Lane Industries to perform the services associated with the City's pavement management and maintenance program. With respect to the program, Director Leech advised that there were approximately 70 miles of street paving within the City of Bellaire. One of the goals of the City's bond program was to reconstruct some of the older streets in need of repair not only from a paving perspective, but also from a drainage perspective. There was a finite amount of resources that could be put into that aspect of taking care of the City's infrastructure.

While the City waited for other streets to be included in the bond program, Director Leech advised that it was still important that the City take care of those streets that were not ready to go in the bond program. Some of the services provided by the contract were asphalt overlays, asphalt rehabilitation, point repairs (repairs to subgrade below the driving surface), curb and gutter work, and inlet work. The primary purpose of the program was to maximize the use of the streets.

Prior to questions and deliberation, **Mayor Friedberg** entertained a motion to award Bid No. 17-011 to Main Lane Industries, Inc., in an amount not to exceed \$1,264,230.00 and to adopt the ordinance as presented authorizing a Standard Form of Agreement with Main Lane Industries, Inc., for said project.

Motion:

To award Bid No. 17-011 to Main Lane Industries, Inc., in an amount not to exceed \$1,264,230.00 and to adopt the ordinance as presented authorizing a Standard Form of Agreement with Main Lane Industries, Inc., for said project.

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

Mayor Friedberg opened the floor for questions and discussion. Following questions and discussion, Mayor Friedberg referred to a scrivener's correction in the proposed ordinance requiring a change in the authorized person to sign the contract from the City Manager to the Mayor.

Following a restatement of the motion, action was taken.

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

- ii. Consideration of and possible action on a recommendation from the Public Works Department to award Bid No. 17-012, FY 2017 Street Striping Project to Stripe Lines, Inc., in an amount not to exceed \$143,630.50 and on the adoption of 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 with Stripe Lines, Inc. for said project - Submitted by Michael Leech, Director of Public Works.

Following the reading of the caption, **Mayor Friedberg** entertained a motion to award Bid No. 17-012 to Stripe Lines, Inc., in an amount not to exceed \$143,630.50 and to adopt the ordinance as presented authorizing a Standard Form of Agreement with Stripe Lines, Inc., for said project.

Motion:

To award Bid No. 17-012 to Stripe Lines, Inc., in an amount not to exceed \$143,630.50 and to adopt the ordinance as presented authorizing a Standard Form of Agreement with Stripe Lines, Inc., for said project.

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

Mayor Friedberg opened the floor for questions and discussion. Hearing none, Mayor Friedberg referred to the same scrivener's correction in the proposed ordinance as mentioned in the previous agenda item requiring a change in the authorized person to sign the contract from the City Manager to the Mayor.

Following a restatement of the motion, action was taken.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	David R. Montague, Council Member
SECONDER:	Roman F. Reed, Mayor Pro Tem
AYES:	Friedberg, Reed, Pollard, Pappas, McLaughlan, Fife, Montague

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

Community interest items included expressions of thanks and good wishes to the candidates running for office on Election Day, November 7, 2017; expression of thanks to Lynn McBee and the Bellaire Historical Society for their presentation; expression of appreciation to Barbara Hofmann for organizing volunteers to help the City's Permit Office; recognition of City Manager Paul A. Hofmann for his excellent work for the flood hazard mitigation task force workshop; and expressions of congratulations to the City

Manager for 35 years of membership and service to the International City/County Management Association and to Council Member Trisha S. Pollard on her election to the Houston-Galveston Area Council Board of Directors; and reminders to attend the Block Party with Dennis Quaid and The Nature Discovery Center's Annual Gala.

I. Adjourn.

Mayor Friedberg announced that the Regular Session of the City Council of the City of Bellaire, Texas, was adjourned at 9:11 p.m. on Monday, November 6, 2017.

Minutes Acceptance: Minutes of Nov 6, 2017 7:00 PM (Adoption of Minutes:)



RESOLUTION NO. 17-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, APPROVING THE PARTICIPATION BY THE CITY OF BELLAIRE, TEXAS, IN THE INTERLOCAL PURCHASING SYSTEM (TIPS) PURCHASING COOPERATIVE OFFERED BY REGION VIII EDUCATION SERVICE CENTER PURSUANT TO THE AUTHORITY GRANTED BY THE TEXAS GOVERNMENT CODE, §791.001, ET SEQ., FOR THE PURCHASE OF GOODS AND SERVICES; AUTHORIZING THE CITY MANAGER OF THE CITY OF BELLAIRE, TEXAS, TO EXECUTE AN INTERLOCAL AGREEMENT WITH REGION VIII EDUCATION SERVICE CENTER ON BEHALF OF THE CITY OF BELLAIRE, TEXAS; AND DESIGNATING THE CHIEF FINANCIAL OFFICER AS THE "PRIMARY PURCHASING PERSON" FOR THE CITY OF BELLAIRE, TEXAS, REGARDING SAID PURCHASING COOPERATIVE.

WHEREAS, the City Council of the City of Bellaire, Texas, pursuant to the authority granted by the Texas Government Code, §791.001, et seq., desires to participate in the TIPS Purchasing Cooperative offered by Region VIII Education Service Center, and deems that participation in this program will be highly beneficial to the taxpayers through the anticipated savings to be realized; **NOW, THEREFORE**,

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

SECTION 1. THAT the City Council of the City of Bellaire, Texas, requests a stated need for participation in The Interlocal Purchasing System (TIPS) Purchasing Cooperative whereby the City Manager of the City of Bellaire, Texas, is hereby authorized to execute an Interlocal Agreement with Region VIII Education Service Center for the purchase of goods and services, in a form as attached hereto and marked "Exhibit A."

SECTION 2. THAT the Chief Financial Officer of the City of Bellaire, Texas, is hereby designated as the "Primary Purchasing Person" and is authorized and directed to sign and deliver any and all necessary requests and documents in connection therewith for and on behalf of the City of Bellaire, Texas.

PASSED, APPROVED, and ADOPTED this 4th day of December, 2017.

(SEAL)

ATTEST:

SIGNED:

Tracy L. Dutton, TRMC
City Clerk

Andrew S. Friedberg
Mayor

APPROVED AS TO FORM:

Alan P. Petrov
City Attorney

State of Texas §
 §
County of Harris §

The undersigned, Tracy L. Dutton, duly appointed City Clerk of the City of Bellaire, Texas, does hereby certify that this two-page document, Resolution No. 17-____, is a true and correct copy as the same appears of record in my office and that this document is an official record of the Mayor and City Council of the City of Bellaire, Texas. I am the lawful possessor and keeper of said record and have legal custody of the original record.

I further certify that this two-page document, Resolution No. 17-____, has been filed of record at the TIPS office.

WITNESS my hand and seal this ____ day of December, 2017.

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

INTERLOCAL AGREEMENT
Region VIII Education Service Center
TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT
(School, College, University, State, City, County, or Other Political Subdivision)

 TEXAS PUBLIC ENTITY

 Control Number (TIPS will Assign)

Region VIII Education Service Center
 Pittsburg, Texas

225 - 950
 County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. In addition, authority is granted under Texas Government Code §§ 791.001 *et seq* as amended to enter into Interlocal agreements with said educational entities, as well as, other governmental entities and political subdivisions of Texas and other States. As authorized by applicable statutes and regulations, Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the "Agreement") is effective _____ and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Region VIII Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as the The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to obtain substantial savings for participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

Roles of the TIPS Purchasing Cooperative:

1. Provide for the organizational structure of the program.
2. Provide staff for efficient operation of the program.
3. Promote marketing of the TIPS Program.
4. Coordinate the Competitively Bid Process for all Vendor Awarded Contracts.
5. Provide members with procedures for placing orders through TIPS PO System.
6. Maintain filing system for Due Diligence Documentation.

Role of the Public Entity:

1. Commit to participate in the program by an authorized signature on membership forms.
2. Designate a Primary Contact and Secondary Contact for entity.
3. Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.

4. Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to tipspo@tips-usa.com.
5. Accept shipments of products ordered from Awarded Vendors.
6. Process Payments to Awarded Vendors in a timely manner.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC VIII are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by means of a facsimile machine and the terms and conditions agreed to are binding upon the Parties.

Authorization:

Region VIII Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide cooperative purchasing opportunities to public agencies.

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code ch. 551. (If required by the entity.)

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Public Member Entity:

Purchasing Cooperative Lead Agency:

Entity Name

Region VIII Education Service Center

By: _____
Authorized Signature

By: _____
Authorized Signature

Title: _____

Title: Executive Director Region VIII ESC

Date

Date

Public Entity Contact Information

Primary Purchasing Person Name

Street Address

City, State Zip

Telephone Number

Fax Number

Primary Person Email Address

Secondary Person Name

Secondary Person Email Address

If your entity does not require you to have an Interlocal Agreement, please go to the TIPS website under Membership and take advantage of online registration. The states of Texas and Arizona **do** require all entities to have an Interlocal Agreement. Other States or governmental jurisdictions may require an Interlocal agreement as well and you are advised to consult your legal counsel to determine the requirements for your entity. Email completed Interlocal Agreement to tips@tips-usa.com.



ORDINANCE NO. 17-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK OF THE CITY OF BELLAIRE, TEXAS, TO EXECUTE AND ATTEST, RESPECTIVELY, 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 BONDS FOR BETTER BELLAIRE 2016 GROUP A PHASE 2, WATERLINE AND WASTEWATER LINE REPLACEMENT PROJECT, IN AN AMOUNT NOT TO EXCEED \$307,015.00.

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

THAT the City Manager 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, LLC, in a form as attached hereto and marked Exhibit "A," for the provision of engineering services associated with the Bonds for Better Bellaire 2016 Group A Phase 2, Waterline and Wastewater Line Replacement Project, in an amount not to exceed \$307,015.00.

PASSED and **APPROVED** this 4th day of December, 2017.

(Seal)

ATTEST:

APPROVED:

Tracy L. Dutton, TRMC
City Clerk

Andrew S. Friedberg
Mayor

APPROVED AS TO FORM:

Alan P. Petrov
City Attorney

**CONTRACT AND AGREEMENT
FOR ENGINEER SERVICES**

ARKK ENGINEERS, LLC (ARKK)

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 corporation 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 engineer services and any other necessary 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 that, by signature and execution of this Agreement, 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 itemized invoices, 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.

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

Exhibit A to Ordinance No. _____

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 Engineer 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 termination of services to be rendered and delivery of any and all final 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.

{Remainder of page intentionally left blank}

Exhibit A to Ordinance No. _____

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

ARKK ENGINEERS, LLC

By: _____

Printed Name: _____

ATTEST:

Witness

Exhibit A to Ordinance No. _____

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. _____ duly adopted by the City Council of **BELLAIRE** on the 4th day of December, 2017.

CITY OF BELLAIRE, TEXAS

By: _____
Paul A. Hofmann
City Manager

ATTEST:

Tracy L. Dutton, TRMC
City Clerk

APPROVED AS TO FORM:

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

Exhibit A to Ordinance No. _____



October 5, 2017

Mr. Michael Leech
Director of Public Works
City of Bellaire
7008 S. Rice Avenue
Bellaire, Texas 77401

Re: **Proposal for Bonds for a Better Bellaire 2016 Program
Group A Phase 2 Waterline and Wastewater Line Replacement Project
Professional Engineering Services
City of Bellaire, Texas**

Dear Mr. Leech:

ARKK Engineers, LLC (ARKK) is pleased to offer this proposal for providing Professional Engineering Services for the Bonds for a Better Bellaire **Group A Phase 2 Waterline and Wastewater Line Replacement Project**.

This proposal includes surveying, engineering, tree protection and preservation recommendations, utility relocation coordination and construction administration phase services associated with the Bonds for a Better Bellaire Group A Phase 2 Waterline and Wastewater Replacement Project. A list of the streets included in this project with an estimate of probable construction cost is provided as part of this proposal. We have also attached a Project Area Map showing the streets designated for waterline or wastewater line improvements.

General Overview

City staff and the City Engineer identified approximately 145,000 feet of water distribution lines as over 60 years old and deteriorated. Approximately, 52,000 feet of these old lines are failing and do not provide the desired level of service and have been scheduled for replacement under the Bonds for a Better Bellaire 2016 Program. This is the second of three anticipated waterline replacement projects approved for the bond program. The program also includes replacing a small amount of problematic wastewater lines.

The Group A Phase 2 Waterline and Wastewater Line Replacement Project includes the following streets:

Group A Phase 2 Waterline Replacement Project

6900 - 7000 IH 610
 8300 IH 610
 4400 Basswood
 4400 Serenity Ln.
 4500 Beech
 1100 Colonial
 4500 – 4600 Evergreen
 4500 – 4600 Holt
 4500 Locust
 4600 Locust (east and west)
 4500 Park Ct.
 4700 – 5000 Tamarisk

Group A Phase 2 Wastewater Line Replacement or Rehabilitation Project

5700 Innsbruck

The total budget allocated for the Group A Phase 2 Waterline and Wastewater Line Replacement is \$3,950,000 which includes third party review, construction, material testing, engineering, and construction phase services costs. The estimated construction cost to replace the waterlines and wastewater line listed above is \$3,450,000. The total Design Phase Services, Bid Phase Services, Construction Administration Phase Services and Miscellaneous Services described in this proposal are \$307,015.

The remaining services not included in this fee proposal but associated with this project include third party review of the plans, Construction Management services and material testing services and are anticipated to be paid for using the projects remaining budget of approximately \$196,085.

SCOPE OF SERVICES

Design Phase Services

Field Survey

- As directed by the City and agreed to by ARKK, conduct limited survey of approximately 5,500 linear feet of topographic survey at the intersections of streets listed above except for full topographic survey of the area from the outside service road curb to the right-of-way for 6900-7000 IH 610 and 8300 IH 610 to include:
 - Surface features such as benchmarks, street light poles, water meter boxes, trees, special rocks and landscaping inside and within 10-feet outside of the right of way and measure downs on inlets, manholes and water valves.
 - The surveyor will utilize the City of Bellaire's permanent benchmark system to establish controls and set temporary benchmarks on each street receiving a new waterline or wastewater line.
- Prepare base mapping of the project areas.
- Prepare survey control maps of project intersections surveyed and IH 610 project areas.

Geotechnical Investigation

- Due to the trenchless nature (limited excavation) of the proposed water line replacement (augered construction), individual borings at each improvement location will not be obtained. Instead previously obtained soil borings obtained for projects in the vicinity of construction will be utilized, if available.

Preliminary Engineering Services

- Gather background data relevant to the project including:
 - Existing utility data from public and private entities.
 - Existing construction plans for the area.
- Make site visit(s) to evaluate the right of way conditions, take photographs of the area and assess adjacent land use characteristics.

- Meet with City of Bellaire officials to discuss the preliminary findings for the project and any potential changes to the project scope.
- Prepare preliminary cost estimates for the recommended improvements.

Final Design Services

- Proceed with final engineering design based on the City approved recommendations from the Preliminary Engineering Phase Services.
- Prepare Final engineering design drawings and specifications for the Project.
- 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.
- Provide an electronic copy of the plan set to the City after the City's review and approval.
- Provide copies of data collected for this project including survey data and pre-construction photos to the City prior to bidding the project.
- Furnish five (5) sets of construction documents to the City of Bellaire.

Consultation with the City's Urban Forester

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

Utility Conflict Resolution Coordination

- Provide proposed construction plans to private utility companies including CenterPoint Energy and ATT for the purpose of conflict investigation by the utility companies.
- Meet with City staff and Utility Company representatives as required to discuss the impact on utility availability to adjacent properties and neighboring streets during construction and to determine if feasible impact mitigation measures are available.

- Endeavor to obtain cost estimates/proposals and construction schedules including lead-time for necessary adjustments or relocation of improvements by the utility companies.
- Include available cost and schedule data into the Project Construction Documents. ARKK will not be responsible for the accuracy of cost estimates or schedules provided by the utility companies.
- It will be the responsibility of the Construction Contractor on the Project to coordinate the scheduling of the improvements by private utility companies once the Construction Contract has been awarded. ARKK will aid the contractor in the coordination by providing available contacts and phone numbers to the Contractor and/or attempting to facilitate the utility company's responsiveness if the contractor is unsuccessful.

Storm Water Pollution Prevention Plan

- Prepare a Storm Water Pollution Prevention Plan (SWPPP) for each project area in accordance with the Texas Pollutant Discharge Elimination System (TPDES) General Permit for Storm Water Discharge from construction sites.
- Prepare specifications and bid documents for the SWPPP components of the project.

Traffic Control Plans

- Prepare a Traffic Control Plans for the routing of traffic through each project site during construction. These plans will include required signs and lane closures to maintain traffic around the proposed improvements.
- 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 can be included in the construction contract.

Neighborhood Meeting

- Prepare neighborhood meeting invitation notices and send to residents for the meeting.
- Coordinate with the Construction Manager and City in preparing materials for the meeting.

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
 - Respond to Requests For Information (RFI)
- Review and respond accordingly to all submittals as required by the contract specifications.
 - 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.
- 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.
- 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.
- Attend final punchlist meeting.
- Provide as-builts in GIS format, one electronic copy and one half size hard copy.

Miscellaneous Services

As requested by City staff and due to the nature of work and the magnitude of this project, a budget for miscellaneous services is proposed to be utilized only when requested and approved by the City of Bellaire. This item will cover additional design services for emergency waterline replacements or additional services that may be determined to be necessary during the design or the construction phase.

Schedule

Design Phase	November 2017 – April 2018
Bid Phase	April 2018 – July 2018
Construction Phase	August 2018 – June 2019

Fee Schedule

ARKK will submit monthly progress invoices with status reports for all engineering work completed to invoice date. The invoices would be based on the following fee schedule:

Design Phase Services

Field Survey and Base mapping (Lump sum):	\$ 22,200
Final Design Services (Lump sum)	\$ 226,615
Consultation with Urban Forester (Lump sum)	\$ 900
Private Utility Conflict Resolution Coordination (Lump Sum)	1,200
Storm Water Pollution Prevention Plan (Lump sum):	\$ 2,500
Traffic Control Plans (Lump Sum):	\$ 3,000
Neighborhood meeting (Lump Sum):	\$ 2,100
Design Phase Services Total (Lump Sum):	\$ 258,515

Bid Phase Services Total (Lump sum): \$ 3,500

Construction Administration Services Total (Lump sum): \$ 34,500

Miscellaneous Services Total (NTE): \$ 10,000

Reproduction Budget: Cost plus 10% \$ 500

TOTAL FEES: \$ 307,015

Additional services beyond those described in the Scope of Services will be invoices on the basis of direct labor cost times a factor of 2.99 and direct cost plus 10%. Mileage will be billed at the current IRS rate per mile.

ARKK 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.

Approved by: _____

Title: _____

Date: _____

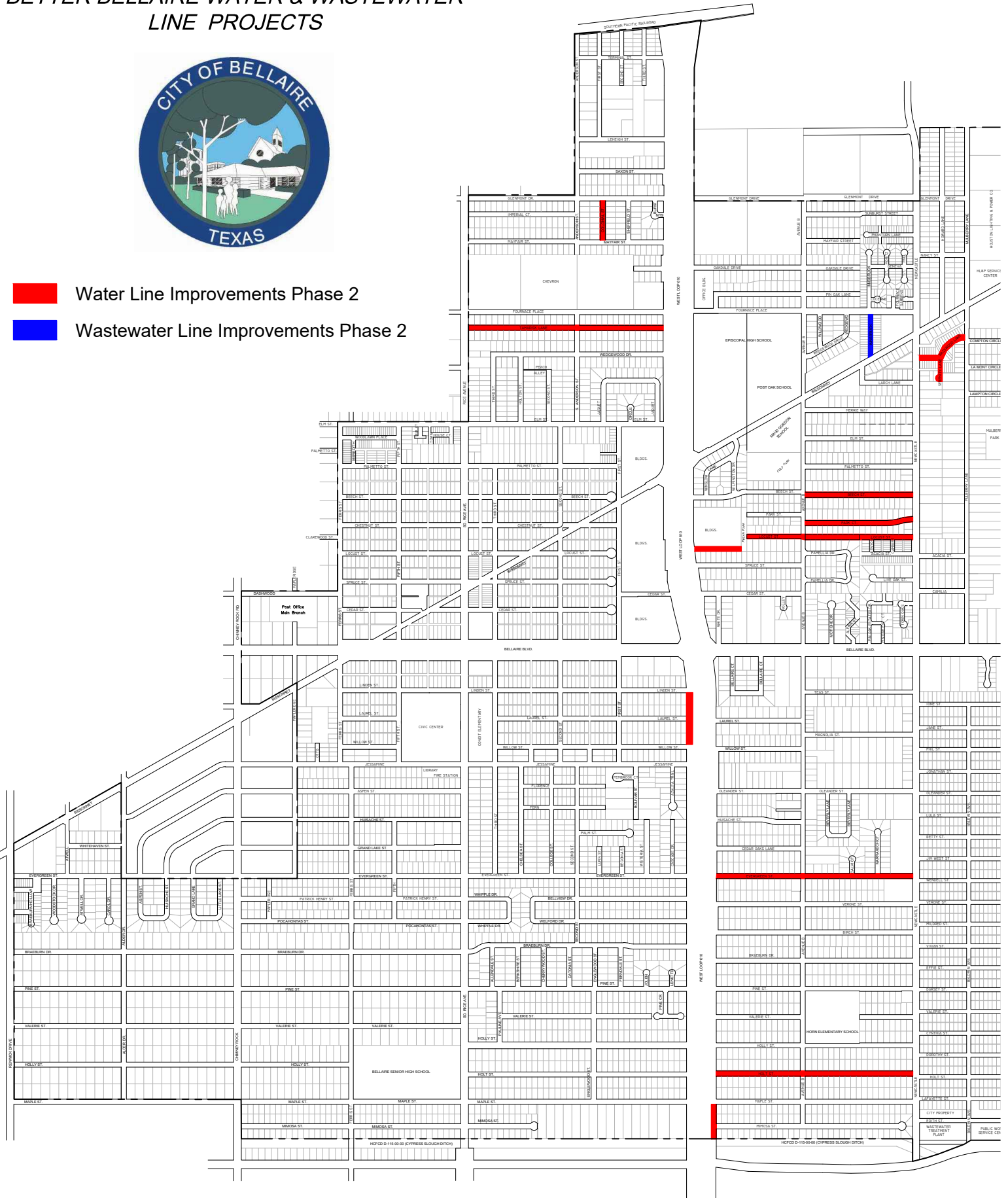
Attachment: Group A Phase 2 Project Map

PROJECT GROUP A - PHASE 2 BETTER BELLAIRE WATER & WASTEWATER LINE PROJECTS

H.2.a.3



- Water Line Improvements Phase 2
- Wastewater Line Improvements Phase 2



Attachment: Group A Phase 2 Design CA_Proposal_FINAL (2369 : Group A Phase II Water/Wastewater Design and Construction

OCTOBER 2017



ORDINANCE NO. 17-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK OF THE CITY OF BELLAIRE, TEXAS, TO EXECUTE AND ATTEST, RESPECTIVELY, A CONTRACT AND AGREEMENT FOR ENGINEERING SERVICES WITH KIT PROFESSIONALS, INC., IN A FORM AS ATTACHED HERETO AND MARKED EXHIBIT "A," FOR THE PROVISION OF THIRD PARTY, CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES ASSOCIATED WITH THE BONDS FOR BETTER BELLAIRE 2016 GROUP A PHASE 2, WATERLINE AND WASTEWATER LINE REPLACEMENT PROJECT, IN AN AMOUNT NOT TO EXCEED \$211,500.00.

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

THAT the City Manager 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 KIT Professionals, Inc., in a form as attached hereto and marked Exhibit "A," for the provision of third party, construction management and inspection services associated with the Bonds for Better Bellaire 2016 Group A Phase 2, Waterline and Wastewater Line Replacement Project, in an amount not to exceed \$211,500.00.

PASSED and **APPROVED** this 4th day of December, 2017.

(Seal)

ATTEST:

Tracy L. Dutton, TRMC
City Clerk

APPROVED:

Andrew S. Friedberg
Mayor

APPROVED AS TO FORM:

Alan P. Petrov
City Attorney

CONTRACT AND AGREEMENT FOR ENGINEER SERVICES

KIT PROFESSIONALS, INC (KIT)

This Agreement is made and entered into by and between the **CITY OF BELLAIRE, TEXAS**, hereinafter referred to as "**BELLAIRE**," and the undersigned, **KIT PROFESSIONALS, INC**, hereinafter referred to as "**ENGINEER**," a corporation 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 engineer services and any other necessary 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 that, by signature and execution of this Agreement, 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 itemized invoices, 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 merit for services actually rendered or costs actually incurred for and on behalf of **BELLAIRE** and have no claim for any other reason whatsoever.

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

Exhibit A to Ordinance No. _____

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 Engineer 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 termination of services to be rendered and delivery of any and all final 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.

{Remainder of page intentionally left blank}

Exhibit A to Ordinance No. _____

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

KIT PROFESSIONALS, INC

By: _____

Printed Name: _____

ATTEST:

Witness

Exhibit A to Ordinance No. _____

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. _____ duly adopted by the City Council of **BELLAIRE** on the 4th day of December, 2017.

CITY OF BELLAIRE, TEXAS

By: _____
Paul A. Hofmann
City Manager

ATTEST:

Tracy L. Dutton, TRMC
City Clerk

APPROVED AS TO FORM:

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

Exhibit A to Ordinance No. _____


KIT Professionals, Inc.

Engineers • Planners • Construction Managers

Challenging Challenges...

November 22, 2017

City of Bellaire

4440 Edith Street

Bellaire, TX 77401

 Attn: Ms. Cristin Emshoff, MUP
 Special Projects Manager

Ref: Proposal for Third Party Review of Design Plans and Construction Management & Inspection Services (CM&I) - Group A Phase 2 Waterline & Wastewater Line Replacement/Rehabilitation Project
 KIT Job # 108-1701

Dear Ms. Emshoff,

KIT Professionals, Inc. (KIT) is pleased to offer for your consideration the following proposal to provide Third Party Review of Design Plans and Construction Management and Inspection (CM&I) services for the above referenced project under 2016 Bonds for a Better Bellaire Program.

SCOPE OF SERVICES: A listing of the streets selected for the second phase of Group A improvements is provided below:

Group A Phase 2 Waterline Replacement Project

- 6900 - 7000 Blocks of IH 610
- 8300 Blocks of IH 610
- 4400 Block of Basswood
- 4400 Block of Serenity Ln.
- 4500 Block of Beech
- 1100 Blocks of Colonial
- 4500 – 4600 Blocks of Evergreen
- 6600-6700 Fifth St
- 4500 – 4600 Blocks of Holt
- 4500 Block of Locust
- 4600 Blocks of Locust (east and west)
- 4500 Block of Park Ct.
- 4700 – 5000 Blocks of Tamarisk

Group A Phase 2 Wastewater Line Replacement or Rehabilitation Project

- 5700 Innsbruck

KIT Professionals, Inc.

Third Party Review of Design Plans: KIT will perform Design and Constructability Review services at 30%, 60%, 90% and Final submittal stage. Our Design Progress review shall focus on the following.

- Review key project objectives and City of Bellaire goals for the project.
- Review of anticipated project schedule.
- Site Visit to familiarize with project location and constraints at 30% level.
- General Conformance with the applicable design standards
- Appurtenances locations and future O&M impacts
- Specific Materials selections
- Graphical Presentation & sufficient details inclusion
- Alternate design concept feasible for Engineer's consideration
- Construction interface requirements with adjacent properties and/or existing conditions
- Contractor staging areas and ingress/egress availability
- Confirmation of special instructions specific to the individual project site regarding restoration and protection of existing facilities and structures.
- Review Engineer's opinion of probable construction costs.
- Review Contract documents including applicable standard City of Bellaire specifications, bid proposal, special conditions and technical specifications.
- Our review comments shall be provided as either red-line mark-up on the plan set and/or separate comments log.

Construction Management and Inspection (CM&I): Our CM&I services shall comprise of major task items listed below (A detailed description of these tasks is provided in the attached EXHIBIT A):

- Presiding over Preconstruction Conference & Minutes of the Meeting preparation.
- Processing of Construction Contractor's submittals for Product Data & Shop Drawings
- Review and coordinate responses to RFIs.
- Maintaining various logs.
- Oversight of Construction activities and preparation of daily reports based on Part time inspection efforts.
- Coordination with the Design Engineer for change in field conditions / conflicts.
- Scheduling of Material Testing Laboratory.
- Coordination with local stakeholders regarding construction activities
- Presiding over Monthly Progress Meetings and MOM preparation
- Resolution of claims and Change Order Negotiations
- Substantial Completion Inspection and Punch List
- Final Completion Inspection & Certification
- Preparation of Project Close-out documents.
- Attendance and Participation at special meetings.

KIT Professionals, Inc.

PROJECT FEE: Our proposed fee is as follows:

Third Party Review of Design Plans (Lump sum)	\$19,980
Construction Management and Inspection (Lump sum)	<u>\$191,520</u>
Total Fee	<u>\$211,500</u>

A detailed break-down of the proposed fee is provided in the attached EXHIBIT B. Additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor costs times a factor of 3.0 and direct cost plus 10%. Hourly charges for on-site field representative shall be charged based on a raw labor rate times a multiplier of 2.70. Mileage will be charged at the prevailing IRS rate. Reimbursable expenses will be charged at cost plus 10%. No additional services will be provided without written authorization from the City of Bellaire.

PROJECT SCHEDULE: We will strive to perform our services to achieve project goals on time. We will provide time schedule for our services upon receiving project schedule from you.

KIT Professionals, Inc. appreciates the opportunity to provide you with our services. If I can be of any, further service or answer any additional questions, please feel free to call me at (713) 972-6629. We look forward to working with you.

Sincerely,



Srikanth Punukula, P.E.
Vice President

Approved by: _____

Title: _____

Date: _____

EXHIBIT “A”

SCOPE OF WORK FOR CONSTRUCTION MANAGEMENT & INSPECTION SERVICES

The scope of work for Construction Phase services described herein includes providing full time Construction Observation Services including all necessary office staff to supervise and support field personnel and to manage the construction project.

Construction Management Phase Services

Act as the City’s on-site representative administering the contract for construction and providing overall project oversight, maintain record of decisions and changes made. Support the on-site construction observation personnel with appropriate office personnel such as the City Engineer and Construction Manager.

- ✓ Meetings: Schedule and conduct construction progress meetings; record minutes from construction progress meetings and distribute to City Staff, Design Engineer and contractor throughout the duration of the project.
- ✓ Schedule meetings every month to review the following: work progress and schedule, outstanding issues, status of submittals, and responses to shop drawings, unforeseen issues and changes to the work.
- ✓ Coordinate additional meetings as necessary to discuss and resolve problems and provide guidance in a timely manner.
- ✓ Coordinate/monitor the following: Utility relocation activities for compliance, utility installation verification, reporting, record management and as-built drawings.
- ✓ Attend all utility coordination, construction, and scheduling meetings.
- ✓ Obtain copy of any permits or private utility approvals for Public Works in order to monitor progress of utility relocation per permit/plan.
- ✓ Coordinate with Design Engineer’s Construction Administration Services

Construction Observation Services

- ✓ Provide on-site representative(s) to observe the progress and quality of the work by the Contractor(s).
- ✓ 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, sewer and driveway 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 BY Design Engineer.
- ✓ 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, Construction Manager 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 Construction Manager 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. Construction Manager will notify the City in writing of known non-conforming work by the Contractor.
- ✓ Responsible for notifying the Design Engineer and City Staff of proposed solutions to resolve problems.
- ✓ Review and update as-built documents regularly with contractor.
- ✓ Monitor and ensure adherence to approved project baseline schedule. Review contractor's schedule monthly for compliance with City's intended schedule, and provide recommendations as needed to retain and regain schedule if needed.
- ✓ Recommend alternate project sequencing/scheduling to keep project on schedule.
- ✓ Prepare monthly summary report of construction activities with outstanding issues outlined for review. Monthly progress information associated with the project will be submitted to the City for review and approval.
- ✓ Coordinate work of contractor with external agencies and utility companies. Coordinate contractor's operations with regard to other City contracts and construction as well as with property owners for planned service outages, street closures, and access control issues to properties including notifications.
- ✓ Verify construction conformance and compliance with any outside agencies.
- ✓ Verify construction conformance with permitted activities such as TxDOT roadway permits, City of Houston and/or HCFCD permits.
- ✓ Maintain records of all decisions, actions and activities with regard to construction operations (i.e. Change Orders, RFIs and responses, Submittals and responses, Request for Proposals, correspondence, SWPPP inspections.)

Pay Applications

- ✓ Pay applications will be generated based on quantities approved in the daily reports. Review

and verify quantities provided by contractor for all work in compliance with contract documents.

- ✓ Review work conducted daily on daily inspection reports and material installed measurements submitted by contractor; to verify work conducted and bid item quantities with contractor.
- ✓ Review progress pay application with Design Engineer for approval or revision prior to submittal to City.
- ✓ Finalize pay application with signatures from Contractor, Design Engineer and Construction Manager certifying quantities and amounts.
- ✓ Notify City Project Manager when all signatures are completed for invoice processing.
- ✓ Track and record requests for rain or other delays with potential to add to Contract Time in Daily Reports.
- ✓ Provide quantity forecast review of bid items to help identify potential quantity over-runs as part of pay estimate review.
- ✓ Review and coordinate with Design Engineer to provide Engineer's recommendation for Substantial Completion or Final Acceptance.

Document Control

- ✓ Receive, route, track and log all Contractor communications, Submittals, Change Orders, RFIs, Pay Applications and Citizen Complaint/Resolution Log; communicate with Contractor the status of submittal reviews; maintain and review submittal and RFI log to ensure timely responses; notify City Project Manager, Contractor and Design Engineer of time critical issues.
- ✓ Respond to RFIs when such response does not require the Engineer's opinion or expertise or direction from City.
- ✓ Assemble and maintain notes, comments, sketches and supportive data relative to the Project to facilitate the revision of drawings to conform to the final as-built conditions. Review Contractor's record keeping periodically to ensure completeness, timeliness and progress.

Change Orders

- ✓ Review RFP and contractor proposal for additional work with City Project Manager and Design Engineer for review and approval. Log and track the status of RFP and responses from Contractor, City and Design Engineer.
- ✓ Provide recommendation on technical matters as an advocate for the City. Evaluate Contractor's response/proposal for merit, cost, time, accuracy and price practicality. Negotiate with Contractor on City's behalf if required.
- ✓ Prepare Change Order and documentation including signatures of Contractor, Design Engineer and Construction Manager for delivery to City.

Testing Laboratory and Results

- ✓ Coordinate testing laboratory activities with Contractor's activities. Review test reports for compliance with Contract Documents. Log, track and retain test reports. Review results with Contractor. Monitor any corrective action and re-testing for compliance. Maintain compliance with City's specifications
- ✓ Review lab test reports and log any failures.
- ✓ Review Invoicing from Laboratory to daily activities.

Project Completion

- ✓ Provide list of deliverables for substantial completion walk through/inspection. Schedule and conduct project walk through upon receipt of Contractor's notification of substantial completion. Include City Project Manager, Design Engineer and others as directed. Prepare a list

of non-conforming work based on visual inspections. Record and monitor contractor's corrective efforts and schedule. Schedule final completion inspection for any remaining corrections.

- ✓ Coordinate and obtain Design Engineer's signature and seal on Substantial Completion certificate and Final Completion and Acceptance certificate.
- ✓ Review and compile any Operation and Maintenance documents required from the Contractor – forward to Engineer for review. Review for completeness and accuracy, including; affidavits of final payment, final pay estimates, as built records, redlines and drawings. Once received, notify the Design Engineer and City Project Manager when completed.
- ✓ Upon completion of close out items, provide recommendation for City's Substantial Completion/Final Acceptance certificate.
- ✓ Provide indexed project files
- ✓ Maintain redline plans for as-built or record drawings that will be prepared by the Design Engineer.

Texas Department of Licensing and Regulation Compliance Services

- ✓ Attend inspection of improvements by a TDLR Consultant upon completion of construction. Coordinate with the Contractor for repair or reconstruction of non-conforming improvements prior to acceptance by the City. Coordinate and attend necessary follow up inspections.

Conduct Project Close-Out and Warranty Period Services

- ✓ Prepare and recommend final payment application. Prepare job record logs transmittals, and correspondence reports in an organized file for delivery to City.
- ✓ Consult with City on any potential Warranty items requiring repair or replacement.
- ✓ Schedule, arrange and coordinate a One Year Walk-through of the project to review status of the work 30 days prior to expiration of the One Year Maintenance period.
- ✓ Provide staff to conduct and participate in the warranty inspections.
- ✓ Prepare list of non-conforming work for presentation to the City Project Manager, Design Engineer and Contractor.
- ✓ Oversee repairs for non-conforming work with Contractor.
- ✓ Submit final report on completed warranty repairs.

EXHIBIT B

LEVEL OF EFFORT (LOE) FEE ESTIMATE
Third Party Review and Construction Management & Inspection Services
City of Bellaire - Waterlines / Wasterwater lines Design Project (Group A Phase II)

Date: November 22, 2017

Revision: 1

	Principal	Project or Construction Manager	Senior Engineer	Graduate Engineer	Designer / Technician	Project Coordinator	Sr Inspector	Project Inspector	Admin	Total Hours	Total Cost
HOURLY RATE	\$210	\$195	\$165	\$105	\$75	\$90	\$108	\$68	\$69		
Third Party Review											
Project Management (Invoicing/Schedule / Team Oversight , etc..)		8							8	16	\$2,112.00
Field Visit			4	4						8	\$1,080.00
Design & Constructability Review @ 30%		2	16	16						34	\$4,710.00
Design & Constructability Review @ 60%			24	24						48	\$6,480.00
Verification of Comments from 60% with 90% Design & Constructability Review			16	16						32	\$4,320.00
Review of final design submittal and proposed bid set (100%)			4	4						8	\$1,080.00
Expenses (Travel/Printing/Plotting/Delivery, etc.)											\$198.00
Subtotal Hours Third Party Review	0	10	64	64	0				8	146	
Sub-Total Fee Third Party Review											\$19,980.00
Construction Management & Inspection (CM&I)											
Preconstruction Conference & Preparation of Minutes of Meeting	4	8				16		8	4	40	\$4,656.00
Submittals & RFI processing and logs		20				24			16	60	\$7,164.00
Daily Observation Reports based on Part time Onsite Inspection							160	1440		1600	\$114,480.00
Monthly Progress Meetings & Preparation of Minutes of Meeting		40				36				76	\$11,040.00
Pay Application Review & Recommendations		40				36				76	\$11,040.00
Change Orders & Claims Analysis		20				20				40	\$5,700.00
Substantial Completion Inspection & Punch List		4				8	8	8		28	\$2,904.00
Final Completion Inspection & Certification		4				8	4	8		24	\$2,472.00
Project Close-out Documents		16				24			8	48	\$5,832.00
Neighborhood Meeting Presentation Preparation & Attendance		8								8	\$1,560.00
Construction Material Testing Laboratory including 10% Mark-up (Geotech Lab Proposal Attached)											\$21,972.00
Expenses (Travel, Consumables, etc.)											\$2,700.00
Subtotal Hours CM&I	4	160	0	0	0	172	172	1464	28	2000	
Sub-Total Fee CM&I											\$191,520.00
Notes : The LOE for Inspectors is based on full-time inspection services for a construction period of 10 months.											
Total Third Party Review & Construction Management & Inspection Fee											\$211,500.00

Attachment: Group A Phase 2_KIT CM and Third Party Contract_FINAL (2373 : Group A Phase II



GEOTEST ENGINEERING, INC.

Geotechnical Engineers & Materials Testing

5600 Bintliff Drive

Houston, Texas 77036

Telephone: (713) 266-0588

Fax: (713) 266-2977

Proposal No.: 11501749-99

Date: 11-22-2017

Mr. Sree Punukula, PE
KITS Professionals
Spunukula@kitprofs.com

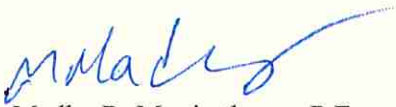
Re: City of Bellaire -Water Line Replacement Project Group A Phase 2

Dear Mr. Punukula:

Geotest Engineering, Inc. is pleased to submit our budget estimate for the reference project to provide materials testing services. Based on the information furnished to us, we estimate a budget of \$19,975.00. Any additional services requested and not part of this estimate will be charged in accordance with Geotest fee schedule. A worksheet with the breakdown of quantities is attached with this proposal for your convenience.

We appreciate the opportunity to propose on this project. If you have any questions, please contact us at your convenience. Please indicate your formal acceptance by signing a copy of this letter in the space below and returning to us.

Very truly yours,
GEOTEST ENGINEERING, INC.
TBPE Registration No. F-410


Madhu R. Munirathnam, P.E.
Vice President

11/22/17

mm

Attachments – Attachment No. 1

ACCEPTED BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Attachment: Group A Phase 2_KIT CM and Third Party Contract_FINAL (2373 : Group A Phase II Water/Wastewater Third Party Review and

GEOTEST ENGINEERING, INC.

5600 Bintliff Drive Houston, Texas 77036 Tel (713) 266-0588

CONSTRUCTION MATERIALS TESTING COST ESTIMATE
for
City of Bellaire, Water Line Replacement Project Group A Phase 2

	<u>Quantity</u>		<u>Unit</u> <u>Rate</u>		<u>Amount</u>
PERSONNEL					
10300 Project Engineer, P.E.	<u>2</u>	x	\$123.00 / Hr	=	<u>\$246.00</u>
10500 Technician (Minimum 4-hrs)	<u>200</u>	x	\$55.00 / Hr	=	<u>\$11,000.00</u>
10501 Technician (OT)	<u>10</u>	x	\$82.50 / Hr	=	<u>\$825.00</u>
15000 Vehicle Charge	<u>60</u>	x	\$60.00 / Day	=	<u>\$3,600.00</u>
PORTLAND CEMENT CONCRETE					
30100 Compressive Str. (Cylinder) (C-39)	<u>80</u>	x	\$18.00 / Ea	=	<u>\$1,440.00</u>
30900 Concrete Coring (4" diameter to 6" Thickness) (C 42)	<u> </u>	x	\$90.00 / Ea	=	<u> </u>
31000 Concrete Coring, additional thickness (6" to 12") (C 42)	<u> </u>	x	\$8.00 In.	=	<u> </u>
31300 Measuring Length of Core (C 174)	<u> </u>	x	\$11.00 /Ea	=	<u> </u>
HMAC					
40500 Extraction/Gradation (Tex - 210F)	<u>1</u>	x	\$174.00 /Ea	=	<u>\$174.00</u>
40700 HVEEM Stability (Tex - 208F)	<u>1</u>	x	\$82.00 Set	=	<u>\$82.00</u>
40800 Bulk Density - Lab Molded or Core (Tex - 207F)	<u>1</u>	x	\$46.00 Set	=	<u>\$46.00</u>
41000 Molding Specimens (Tex - 206F)	<u>1</u>	x	\$54.00 Set	=	<u>\$54.00</u>
41100 Maximum Theoretical Specific Gravity (Tex - 227F)	<u>1</u>	x	\$78.00 /Ea	=	<u>\$78.00</u>
SOILS					
90100 Liquid & Plastic Limits (D 4318)	<u>2</u>	x	\$53.00 / Ea	=	<u>\$106.00</u>
90600 Percent Passing #200 Sieve (D 1140)	<u>2</u>	x	\$41.00 / Ea	=	<u>\$82.00</u>
92300 OMD Standard Compaction (D 698)	<u>2</u>	x	\$175.00 / Ea	=	<u>\$350.00</u>
92800 Optimum Lime Content - PI Method	<u>1</u>	x	\$208.00 / Ea	=	<u>\$208.00</u>
TREATED SOILS					
94100 Cement Sand Compressive Str. (D 1633)	<u>8</u>	x	\$61.00 / Ea	=	<u>\$488.00</u>
94500 OMD Strength Compaction, Treated (D 698)	<u>2</u>	x	\$193.00 / Ea	=	<u>\$386.00</u>
95100 Nuclear Density Gauge (D 6938)	<u>90</u>	x	\$9.00 / Hr	=	<u>\$810.00</u>
TOTAL					\$19,975.00

NOTE:

- 1) Overtime rate of 1.5 times the appropriate hourly rate is applicable for all hourly employees for any hours as noted below:
- 1 a. Worked before 6:00 a.m. or after 6:00 p.m. Monday through Friday,
- 1 b. Any hours worked on Saturday, Sunday, or Holiday,
- 1 c. Over 8 hours/day.
- 2) A minimum of 4 hours will be charged at the applicable rate for all technician/inspector services.

Deviation from Standard Tests:

The laboratory will not provide field curing, refrigeration, heating or environmental control devices, boxes or record of the field curing data of specimens, unless provided by the client or his representative or negotiated by the Client and the Laboratory.

Subcontractor:

" ** " Tests and inspections are performed by qualified subcontractor.



ORDINANCE NO. 17-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK OF THE CITY OF BELLAIRE, TEXAS, TO EXECUTE AND ATTEST, RESPECTIVELY, A CONTRACT AND AGREEMENT FOR ENGINEERING SERVICES WITH KELLY R. KALUZA & ASSOCIATES, INC., IN A FORM AS ATTACHED HERETO AND MARKED EXHIBIT "A," FOR THE PROVISION OF ENGINEERING SERVICES ASSOCIATED WITH THE BONDS FOR BETTER BELLAIRE 2016 GROUP C PHASE 3, STREETS, DRAINAGE AND SIDEWALKS PROJECT, IN AN AMOUNT NOT TO EXCEED \$510,350.00.

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

THAT the City Manager 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 Kelly R. Kaluza & Associates, Inc., in a form as attached hereto and marked Exhibit "A," for the provision of engineering services associated with the Bonds for Better Bellaire 2016 Group C Phase 3, Streets, Drainage and Sidewalks Project, in an amount not to exceed \$510,350.00

PASSED and APPROVED this 4th day of December, 2017.

(SEAL)

ATTEST:

SIGNED:

Tracy L. Dutton, TRMC
City Clerk

Andrew S. Friedberg
Mayor

APPROVED AS TO FORM:

Alan P. Petrov
City Attorney

**CONTRACT AND AGREEMENT
FOR ENGINEER SERVICES**

KELLY R. KALUZA & ASSOCIATES, INC (KELLY KALUZA)

This Agreement is made and entered into by and between the **CITY OF BELLAIRE, TEXAS**, hereinafter referred to as "**BELLAIRE**," and the undersigned, **KELLY R. KALUZA & ASSOCIATES, INC**, hereinafter referred to as "**ENGINEER**," a corporation 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 engineer services and any other necessary 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 that, by signature and execution of this Agreement, 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 itemized invoices, 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 merit for services actually rendered or costs actually incurred for and on behalf of **BELLAIRE** and have no claim for any other reason whatsoever.

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

Exhibit A to Ordinance No. _____

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 Engineer 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 termination of services to be rendered and delivery of any and all final 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.

{Remainder of page intentionally left blank}

Exhibit A to Ordinance No. _____

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

KELLY R. KALUZA & ASSOCIATES, INC.

By: _____

Printed Name: _____

ATTEST:

Witness

Exhibit A to Ordinance No. _____

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. _____ duly adopted by the City Council of **BELLAIRE** on the 4th day of December, 2017.

CITY OF BELLAIRE, TEXAS

By: _____
Paul A. Hofmann
City Manager

ATTEST:

Tracy L. Dutton, TRMC
City Clerk

APPROVED AS TO FORM:

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

Exhibit A to Ordinance No. _____

KELLY R. KALUZA & ASSOCIATES, INC.
Consulting Engineers & Surveyors
 Engineering Firm No. F-1339
 Surveying Firm No. 10010000
 3014 Avenue I, Rosenberg, Texas 77471
 (281) 341-0808 ■ FAX (281) 341-6333

Revised November 22, 2017
 November 9, 2017

Mr. Paul A. Hofmann
 City Manager
 City of Bellaire
 7008 South Rice Avenue
 Bellaire, Texas 77401

RE: Proposal for Engineering and Surveying for Design for the Construction of Bonds for Better Bellaire Group C, Phase 3 Street & Drainage Improvements, Harris County, Texas

Dear Mr. Hofmann:

We propose to render professional engineering and surveying services in connection with the above referenced project (hereinafter referred to as the "Project"). It is our understanding that you will furnish us with full information as to your requirements of land use, including any special services needed, and also to make available pertinent existing data.

Kelly R. Kaluza & Associates, Inc. proposes to provide the necessary engineering and surveying services to complete the scope of work as set forth in Attachment "A", attached hereto and made a part of this contract.

Total fees for completion of all work described in the foregoing pages are the specified amount, provided the Owner does not make major changes or additions to the scope of work after work is initiated. Additional work will be based and billed on actual hours of work that have been completed at the hourly rates as shown on the attached Attachment "B". Billings for services rendered will be made monthly, and payment is requested within thirty (30) days from receipt of invoice.

Kelly R. Kaluza & Associates, Inc. makes no warranty, either express or implied, as to its services, including preparation of plans and specifications, cost estimates, surveys, or professional advice, except that they are prepared, issued, and performed in accordance with generally accepted professional engineering and surveying practices. Additionally, it is the desire of our firm to comply with other applicable Federal, State, and local laws during the execution of this contract.

This proposal and Attachments "A", "B" and "C" attached represent the entire understanding between you and this firm in respect to the Project, and may only be modified in writing signed by both of us. If this proposal satisfactorily sets forth your understanding of the arrangement between us, we would appreciate you signing this proposal in the space provided below and returning the signed copy to us.

Mr. Paul A. Hofmann
City Manager
City of Bellaire
Revised November 22, 2017
November 9, 2017
Page Two (2)

Thank you for this opportunity to be of assistance to you. We look forward to working with you on this project.

Cordially,

KELLY R. KALUZA & ASSOCIATES, INC.



Llarance L. Turner, R.P.L.S.
President

LLT/lao

Attachments

Accepted - Title

Date

ATTACHMENT "A"

**CITY OF BELLAIRE
DESIGN FOR THE CONSTRUCTION OF
BONDS FOR BETTER BELLAIRE GROUP C, PHASE 3
STREET & DRAINAGE IMPROVEMENTS
HARRIS COUNTY, TEXAS**

**SCOPE OF WORK FOR PROFESSIONAL ENGINEERING AND SURVEYING SERVICES
FOR CITY OF BELLAIRE**

The following scope of work consists of the Professional Engineering and Surveying Services to be provided to City of Bellaire, hereinafter called "CITY" and by Kelly R. Kaluza & Associates, Inc., hereinafter called "ENGINEER".

Project Description:

Engineer is pleased to provide this engineering and surveying services proposal for the referenced Project. We understand that the City will reconstruct the following City Street Segments:

- Larch Lane (Bissonnet Street - Newcastle Street)
- Cynthia Street (Baldwin Street - Railroad)
- Cedar Street (Loop 610 Feeder – North Avenue B)
- Chelsea Street (Jessamine Street – Evergreen Street)
- Mimosa Street (Avenue B – East End Cul-de-sac)

as reinforced concrete, curb and gutter streets with closed conduit drainage systems. Besides pavement reconstruction, the Project will include the replacement of drainage utilities, sidewalks, curb ramps and driveway tie ins. It is anticipated that no sanitary sewer main or water facilities will be replaced unless determined to be in conflict with other improvements.

Assumptions:

1. Replace existing concrete/asphalt street pavement section up to the limiting intersections.
2. 5 foot width sidewalk and ramp reconstruction on at least 1 side of the right-of-way throughout entire street segment to meet current ADA Standards, or obtain variances where required.
3. Attend public meetings to occur during design and construction phases of the Project.
4. Design all streets except Chelsea Street for 100 year flowrate and utilize City of Houston calculations with a maximum water surface at 1' above the top of curb. A temporary restrictor will be used at the downstream outfall.
5. Chelsea Street will be designed for a two year flowrate.
6. A preliminary engineering report will be included with 30% submittal.
7. No traffic signal work, sanitary sewer main replacement, beautification improvements, and no environmental phase 1 or phase 2 is anticipated for the Project.

Engineering design will consist of gathering topographic survey work as necessary in Project area, preparing base drawings, details, specifications and bid items to cover the anticipated work items. Based on preliminary evaluation of the scope of work, it is anticipated that no additional right-of-way is needed to complete this work. Design of paving, drainage improvements and sidewalk work will be

done in accordance with City of Bellaire criteria, City of Houston drainage criteria and Texas Department of Licensing and Registration (TDLR) requirements. The exact areas of construction will be defined after topographic surveying is completed. All new roadway surface and sidewalk areas will consist of concrete pavement. The construction of new roadway pavement and sidewalk will be done to minimize impact on existing conditions and residents in the affected area. Various utilities may be required to be relocated in new pavement work area. Several trees exist in the construction work area that will require protection during construction.

Scope of Work:

Engineering and surveying services for the Project is summarized as follows:

I. Preliminary Engineering Design Phase Services

- (1) The expected work tasks are as follows:
 - Determine location of sidewalk to be installed or removed and replaced
 - Determine potential conflicts with existing facilities and utilities
 - Identify critical path items
 - Identify problem areas and potential resolutions
 - Based on City's master planning documents, incorporate results into design
 - Develop preliminary drainage plan in accordance with design criteria
 - Develop preliminary pavement cross section including lane width and turn lanes
 - Prepare a construction cost estimate
 - Prepare 30% plans
- (2) 30% plan sets will be prepared, consisting of all existing features (seen and unseen to the extent known, available from as-builts and on-site information) shown in plan view, and proposed improvements in plan view only with minor annotation. 30% plans will be prepared on 11" x 17" paper and one (1) electronic copy (.pdf) on CD.
- (3) Research to determine the presence and location of underground utilities (pipelines, duct banks, etc.). A reasonable amount of research will be conducted, including contact with companies identified on above-ground marker, and map requests from prominent companies (CenterPoint, AT&T, etc.). CenterPoint Energy and AT&T I.D. numbers will be obtained. An appropriate attempt will be made to depict utilities accurately in the plan view drawings, and potential conflicts between existing utilities and proposed features shall be identified. Contact with utility companies (both overhead and underground) to coordinate the adjustment of existing utilities will be made by the CITY.
- (4) Assist and support the CITY in Resident's Community Meeting and meet with the City Staff and Consultants to gather input on the Project.
- (5) Prepare a Preliminary Engineering Design Report. The Report will include a geotechnical report (See Item VI.). Three (3) copies of the report will be submitted for review.

**I. Fee for Preliminary Engineering
Design Phase Services = \$ 108,500.00**

II. Final Engineering Design Phase Services

The expected work tasks are as follows: Prepare interim submittals of 60%, 90% and final plans to include drawings, a specification table of contents, and a construction cost estimate. Applicable design criteria include, in order of priority, (1) City of Bellaire design requirements, (2) the Infrastructure Design Manual (City of Houston Department of Public Works and Engineering, current version, used for infrastructure for which design criteria do not exist in the preceding criteria documents), and (3) Applicable Texas Department of Transportation design criteria.

- (1) 60% Submittal: The 60% submittal shall include the following:
- Cover sheet (City of Bellaire name and seal, Project name with limits, vicinity and location maps, names of City officials)
 - Typical cross sections
 - Overall Project layout
 - Drainage area map with hydraulic calculations
 - Plan view sheets (1" = 20' plan scale but printed half-size for a 1" = 40' scale; all existing and proposed facilities correctly shown in plan view)
 - Traffic control plan (phasing and traffic control)
 - Conduct a thorough site review of all trees within the Project area that may require tree protection and/or removal
 - Prepare tree protection plan drawing and detail
 - Erosion Control Plan
 - Specification table of contents
 - Bid form with estimated unit and total costs

Two (2) copies of the 60% submittal will be submitted for City review and drawings will be submitted on 11" x 17" sheets, One (1) set of 24" x 36" sheets, and one (1) electronic copy (.pdf) on CD.

- (2) 90% Submittal: The 90% submittal will be considered bid ready but not sealed, and will include all of the 60% requirements plus the following:
- General notes sheet
 - Detailed areas of special areas of construction
 - Signage and pavement marking plans
 - TDLR Registration filing, plan review and inspection
 - Standard construction details
 - Project manual (bid form, specification table of contents, and special specifications or conditions; contract documents excluded)
 - Responses to 60% comments

Two (2) copies of the 90% submittal will be submitted for City review, and drawings will be submitted on 24" x 36" sheets and one (1) electronic copy (.pdf) on CD.

Final design efforts will be considered complete when comments to the 90% submittal have been addressed. Deliverables for final design: Three (3) full size sets of plans, digital .pdf of plans, technical specifications, and 100% construction cost estimate.

All final design efforts will be paid in a single lump-sum fee, to be billed monthly on a percent complete basis.

**II. Fee for Final Engineering
Design Phase Services = \$288,750.00**

III. Bidding Phase Services

- (1) Bidding Phase Services will include:
 - Upon completion of final design services, the CITY will determine an advertisement and bid opening schedule. All administrative project manual documents (cover page, Notice to Bidders, etc.) will be prepared by the ENGINEER in Adobe Acrobat (pdf) format. The ENGINEER will prepare a single project manual file in Adobe Acrobat format, consisting of:
 - Administrative documents
 - The bid form (prepared by ENGINEER)
 - A sealed specification table of contents
 - Applicable specifications and documents
 - Provide construction drawings and project manual to bidders through CivCast website.
 - Organize and conduct a pre-bid meeting at City Hall.
 - ENGINEER will prepare bid tabulation and Engineer's Letter of Recommendation (LOR) and provide a copy to the CITY.
- (2) Assist in preparation of formal Contract Documents between the City of Bellaire and the successful construction bidder.

III. Fee for Bidding Phase Services = \$ 7,200.00

IV. Construction Phase Services:

- (1) Make periodic visits to the Project to observe progress and quality of the work being performed. Construction observation reports to accompany monthly invoices.
- (2) Attend and participate in preconstruction meeting.
- (3) Attend monthly progress meetings as requested by City Staff.
- (4) Consult with CITY during construction including:
 - Prepare and issue routine Change Orders to the Contractor upon review and approval by the CITY.
 - Review and respond to Contractor RFI's.
 - Interpret drawings and specifications.
 - Review Project submittals.
 - Review material and equipment tests.
 - Provide a TAS inspection at the completion of the Project.
 - Conduct a final inspection of the Project with the City of Bellaire and submit recommendations regarding the Project status.

- Coordinate 1-year warranty inspection and any required corrective items.

**IV. Fee for
Construction Phase Services = \$ 17,500.00**

V. Surveying Services:

- (1) Bellaire Paving, Drainage & Sidewalk Project - Topographic Surveying Services
- Research subdivision plats, right-of-ways, easements and other available survey elements, which may affect the physical boundaries of the Project. Research Harris County Official Records for current deeds and plats for properties affected by the Project.
 - Project meetings and administration
 - Establish GPS/project control points
 - Control traverse/locate property corners
 - Locate utility lines and public infrastructure
 - Process fieldwork and establish control/base line
 - Prepare control, tbm, plan view and right-of-way map
 - Survey the Project base line coinciding with or parallel to the stationed centerline of existing rights-of-ways. Base line control of points will be established and offset in all directions at the proposed right-of-way.
 - Locate all existing features and properties related to proposed Project sites and alignments, including trees, sidewalk and driveways
 - Cross section showing a sufficient distance (20 foot minimum distance outside of the primary roadway right-of-way) in each direction along street for designing adequate driveway crossing.

V. Fee for Surveying Services = \$ 53,650.00

VI. Geotechnical Services and Landscape Architect for Tree Protection Plan

- (1) Field Exploration: Drill borings along the travel lanes and shoulder areas of the pavement corridor. The boring depths will be determined by the Consultant team and will be used primarily for sampling the subgrade soil conditions. The boring locations will be at a minimum of every 500 ft. including all intersections depending upon available access and traffic control limitations. It is anticipated to use a truck mounted drill rig for the work, and the Consultant team will provide temporary traffic control, as required.
- (2) Laboratory Testing: Perform laboratory tests on representative soil samples to determine the soils characteristics and use those tests to determine the proper soil treatment.
- (3) Soils Analysis & Evaluation: Engineering analyses and develop design recommendations for the proposed pavement design using City of Houston's Infrastructure Design Manual.
- (4) Geotechnical Report: Prepare a Geotechnical Report for recommendations for pavement design.
- (5) Urban Forester: Retain urban forester for design and implementation of a tree preservation analysis, tree preservation plan, specifications and details.

**VI. Fee for Geotechnical Services
and Landscape Architect = \$ 29,750.00**

VII. Preparation of Record Drawings for the Project and GIS Data

- (1) Prepare and furnish to CITY copies of Record Drawings for the Project (one electronic .pdf).
- (2) Provide GIS data shapefile that captures appurtenances for proposed utilities. Provide file database showing pipe size and material.

VII. Fee for Record Drawings = \$ 5,000.00

TOTAL ENGINEERING & SURVEYING FEES = \$ 510,350.00

Additional Services

If authorized by CITY, ENGINEER will furnish the following Additional Services that are not considered a normal or customary part of the Scope of Work. Additional Services shall be paid for on an hourly basis at the rate shown in the Schedule of Hourly Rates by Personnel Classification (Attachment "B"). Separate budgets will be established for any Additional Services authorized by the CITY.

NO ADDITIONAL SERVICES ARE ANTICIPATED FOR THIS PROJECT AT THIS TIME.

1. Services resulting from significant changes in the general scope of the project.
2. Revisions to previously approved plans, reports, traffic studies, or other project documents.
3. New and/or additional acquisition activities resulting from unknown needs prior to project initiation, site changes, and/or condemnation proceedings.
4. Assistance to CITY as an expert witness in any litigation with third parties, arising from the development or construction of the project, including preparation of engineering data and reports.
5. Services after issuance of Certificate of Completion, and any other special or miscellaneous assignments specifically authorized by the CITY.

Schedule

Preparation of the plans and specifications for the Project is anticipated to take two hundred forty (240) days.

Bid and contract phase activities are estimated to take two (2) months, once approval to proceed with bid advertisement is received.

Schedule for Construction Phase activities will be dictated by the construction contractor's schedule.

Summary of Compensation

Engineering and surveying services to be provided under this contract shall be compensated as outlined below:

I.	Preliminary Engineering Design Phase Services =	\$ 108,500.00
II.	Final Engineering Design Phase Services =	\$ 288,750.00
III.	Bidding Phase Services =	\$ 7,200.00
IV.	Construction Phase Services =	\$ 17,500.00
V.	Surveying Services =	\$ 53,650.00
VI.	Geotechnical Services and Landscape Architect for Tree Protection Plan =	\$ 29,750.00
VII.	Preparation of Record Drawings =	<u>\$ 5,000.00</u>

Total Engineering and Surveying Fees = \$ 510,350.00

ENGINEER will invoice CITY on a monthly basis for services rendered during the preceding month. Invoices will be based on the ENGINEER'S estimate of percentage completion to date of invoice.

CITY agrees to remit ENGINEER'S invoices in full within thirty (30) days of receipt of billing.

Attachment "B"

SCHEDULE OF HOURLY CHARGES BY PERSONNEL CLASSIFICATION
Effective June, 2013

KELLY R. KALUZA & ASSOCIATES, INC.
CONSULTING ENGINEERS, SURVEYORS, AND PLANNERS

The charges for professional Engineering, Surveying, and Drafting services are based on the following daily or hourly rates:

ENGINEERING, SURVEYING, AND DRAFTING

Principal.....	\$ 175.00/Hour
Sr. Project Manager.....	\$ 150.00/Hour
Project Manager.....	\$ 145.00/Hour
Survey Manager.....	\$ 140.00/Hour
Project Engineer.....	\$ 110.00/Hour
Project Surveyor.....	\$ 90.00/Hour
Sr. Designer.....	\$ 90.00/Hour
Designer.....	\$ 80.00/Hour
CAD Technician.....	\$ 70.00/Hour
Contract Coordinator.....	\$ 65.00/Hour
Secretarial.....	\$ 60.00/Hour
Field Party (2 Men).....	\$ 120.00/Hour
Field Party (3 Men).....	\$ 140.00/Hour
Field Party (4 Men).....	\$ 150.00/Hour
Construction Observation.....	\$ 750.00/Day

ADDITIONAL EXPENSES

1. Reproduction Work - At prevailing commercial rate.
2. Field Note Descriptions - \$70.00/Set.
3. ATV Rental - \$115.00/Day.
4. Other Consultants - At cost plus 10% for handling.
5. All Other Expenses - At cost plus 10% for handling.
6. Global Positioning System (GPS) Surveying an additional charge of \$25.00 per hour will be charged for equipment.

KELLY R. KALUZA & ASSOCIATES, INC.
Consulting Engineers & Surveyors
Engineering Firm No. F-1339 Surveying Firm No. 10010000
3014 Avenue I, Rosenberg, Texas 77471
Phone: (281) 341-0808
Fax: (281) 341-6333

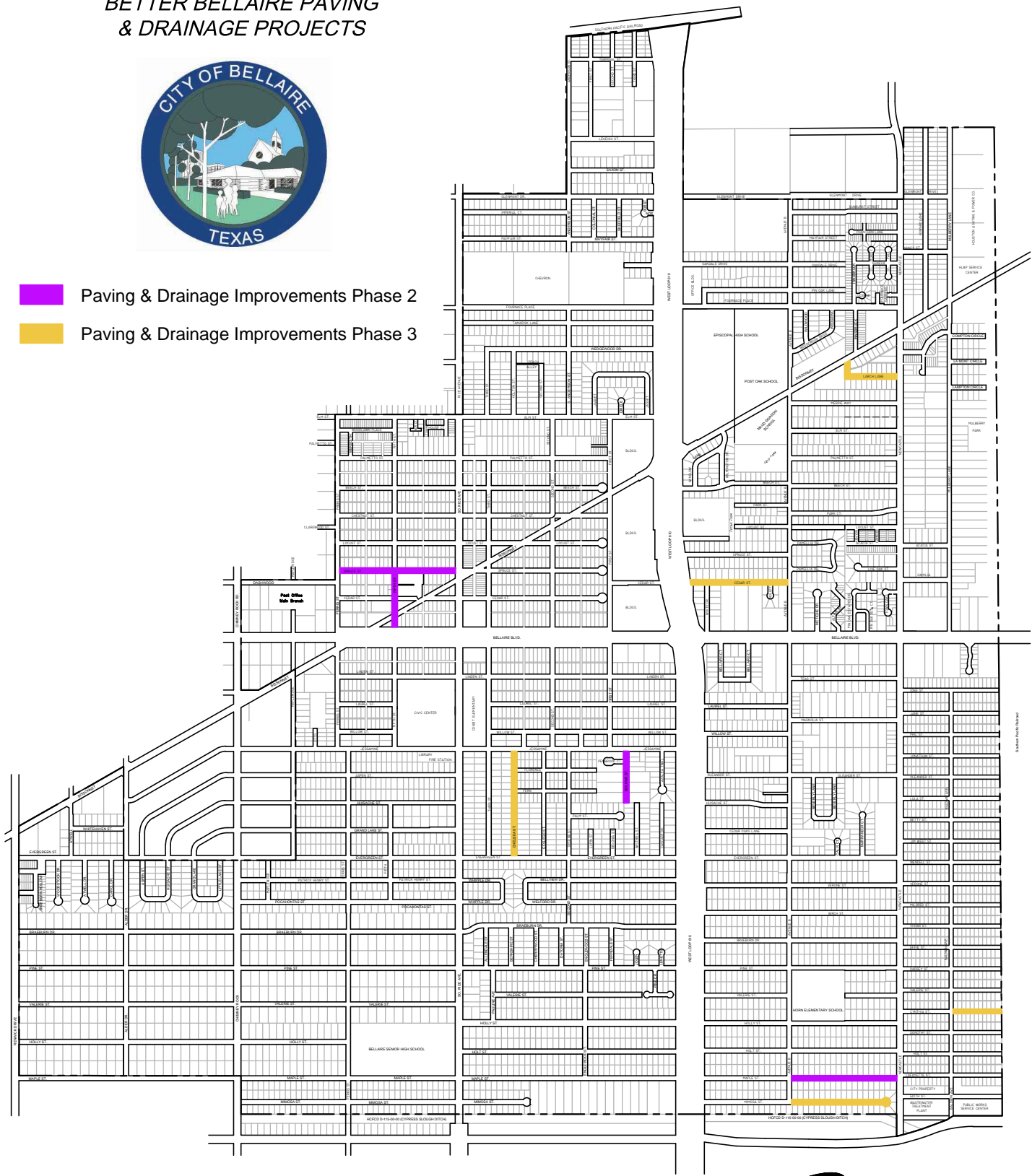
Rates Subject to Change

06/13

**PROJECT GROUP C
BETTER BELLAIRE PAVING
& DRAINAGE PROJECTS**



- Paving & Drainage Improvements Phase 2
- Paving & Drainage Improvements Phase 3



7322 Southwest Freeway, Suite 1040 • Houston, Texas 77074
(713) 400-2755 • www.arkkengineers.com • TX PE Firm No. 13872

FEBRUARY 2017



ORDINANCE NO. 17-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK OF THE CITY OF BELLAIRE, TEXAS, TO EXECUTE AND ATTEST, RESPECTIVELY, A CONTRACT AND AGREEMENT FOR ENGINEERING SERVICES WITH MBCO, INC, IN A FORM AS ATTACHED HERETO AND MARKED EXHIBIT "A," FOR THE PROVISION OF ENGINEERING SERVICES ASSOCIATED WITH THE BONDS FOR BETTER BELLAIRE 2016 GROUP D PHASE 2, SIDEWALK IMPROVEMENTS PROJECT, IN AN AMOUNT NOT TO EXCEED \$137,303.60.

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

THAT the City Manager 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 MBCO, Inc., in a form as attached hereto and marked Exhibit "A," for the provision of engineering services associated with the Bonds for Better Bellaire 2016 Group D Phase 2, Sidewalk Improvements Project, in an amount not to exceed \$137,303.60.

PASSED and APPROVED this 4th day of December, 2017.

(SEAL)

SIGNED:

ATTEST:

Tracy L. Dutton, TRMC
City Clerk

Andrew S. Friedberg
Mayor

APPROVED AS TO FORM:

Alan P. Petrov
City Attorney

CONTRACT AND AGREEMENT FOR ENGINEER SERVICES

MBCO, INC (MBCO)

This Agreement is made and entered into by and between the **CITY OF BELLAIRE, TEXAS**, hereinafter referred to as "**BELLAIRE**," and the undersigned, **MBCO, INC**, hereinafter referred to as "**ENGINEER**," a corporation 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 engineer services and any other necessary 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 that, by signature and execution of this Agreement, 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 itemized invoices, 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 merit for services actually rendered or costs actually incurred for and on behalf of **BELLAIRE** and have no claim for any other reason whatsoever.

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

Exhibit A to Ordinance No. _____

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 Engineer 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 termination of services to be rendered and delivery of any and all final 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.

{Remainder of page intentionally left blank}

Exhibit A to Ordinance No. _____

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

MBCO, INC

By: _____

Printed Name: _____

ATTEST:

Witness

Exhibit A to Ordinance No. _____

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. _____ duly adopted by the City Council of **BELLAIRE** on the 4th day of December, 2017.

CITY OF BELLAIRE, TEXAS

By: _____
Paul A. Hofmann
City Manager

ATTEST:

Tracy L. Dutton, TRMC
City Clerk

APPROVED AS TO FORM:

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

Exhibit A to Ordinance No. _____



November 22, 2017

Mr. Paul A. Hofmann
City Manager
City of Bellaire
7008 South Rice Avenue
Bellaire, Texas 77401

RE: Proposal for Engineering and Surveying for Bonds for Better Bellaire 2016 Sidewalk Project Group D – Phase II, City of Bellaire, Harris County, Texas

Dear Mr. Hofmann,

Project Description

The City of Bellaire's Bonds for Better Bellaire 2016 Sidewalk Project Group D – Phase II is geared toward improving the overall quality and connectivity of the sidewalk system in the City. 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 construction program.

The streets selected for the sidewalks project include:

1. 5200 Block of Willow Street-north side of Willow from Ferris to 5th.
2. 5200 Block of Laurel Street-south side of Laurel from Ferris to 5th.
3. 5200 Block of Linden Street-north side of Linden from Ferris to 5th.
4. 4800-4900 Block of Cedar Street- south side of Cedar from 3rd to 1st.
5. 4800-4900 Block of Spruce Street-north side of Spruce from 3rd to 1st.
6. 5000-5200 Block of Locust Street-north side of Locust from Ferris to 3rd.
7. 5100 Block of Huisache Street-north side of Huisache from 5th to Rice.
8. 4800-4900 of Chestnut Street-north side of Chestnut from Rice to Bissonnet.
9. 3rd Street both sides from Bellaire to Jessamine.

The sides chosen were based on the site visit that MBCO and the City of Bellaire went on to look at the project sites and the sides are subject to change based on the survey and the neighborhood meeting to be conducted after the Preliminary Engineering effort.

Engineering design will consist of gathering necessary topographic survey work as necessary in the project area, preparing base drawings, details, specifications and bid items to cover the anticipated work items. Design of the sidewalks will be done in accordance with the City of Bellaire and Texas Department of Licensing and Registration (TDLR) maximum cross-slope requirements. The exact areas of construction will be defined after topographic surveying is completed. All the new sidewalk areas will generally consist of 5-foot-wide concrete pavement areas except in the areas identified where existing sidewalks will remain and a transition will be designed to tie into the 4 foot sidewalks. The construction of the new sidewalk will be done to

minimize the impact on existing conditions in the affected areas including trees that exist in the construction area that will be required to have protection during construction. Koehl Urban Forestry is part of the MBCO team and will provide the tree protection designs for the project. Various utilities may be required to be adjusted in the project area. Below is a detailed scope of work as discussed with the City that our proposal is based on.

Scope of Work

I. Preliminary Engineering Design Phase Services

A. Executed Tasks

- Establish typical cross section
- Determine location of sidewalk to be installed or removed and replaced
- Determine potential conflicts with existing facilities and utilities
- Identify critical path items
- Identify problem areas and potential resolutions
- Prepare a construction cost estimate
- Prepare 30% plans

B. 30% plan sets will be prepared, consisting of all existing features (seen and unseen) shown in plan view, and proposed improvements in plan view only with minor annotation. Three (3) copies of the 70% submittal will be submitted for City review and drawings will be submitted on 11"x 17" sheets, and one (1) electronic copy (.pdf) on CD.

C. Research to determine the presence and location of underground utilities (pipelines, duct banks, etc.). A reasonable amount of research will be conducted, including contact with companies identified on above-ground markers, and map requests from prominent companies (CenterPoint, AT&T, etc.). CenterPoint Energy and AT&T I.D. numbers will be obtained. An appropriate attempt will be made to depict utilities accurately in the plan view drawings, and potential conflicts between existing utilities and proposed features shall be identified. Contact with utility companies (both overhead and underground) to coordinate the adjustment of existing utilities will be made by the CITY.

D. Assist and support the CITY in Neighborhood meeting and meet with the City Staff and Consultants to gather input on the Project. Develop Schematic Roll Plots and presentation boards for Neighborhood meeting.

I. Fee for Preliminary Engineering Design Phase Services = \$ 29,410.00

II. Final Engineering Design Phase Services

The expected work tasks are as follows: Prepare interim submittals of 30%, 60% and 90% completion, and include drawings, a specification table of contents, and a construction cost estimate. Applicable design criteria include, in order of priority, (1) City of Bellaire design requirements, (2) Harris County Infrastructure

Design Manual, (3) Applicable Texas Department of Transportation design criteria (all City-maintained traffic signals, other items as applicable), and (4) the Infrastructure Design Manual (City of Houston Department of Public Works and Engineering, current version, used for infrastructure for which design criteria do not exist in the preceding criteria documents).

A. 70% Submittal:

- Cover Sheet (City of Bellaire name and seal, project name with limits, vicinity and location maps, names of officials)
- Typical cross sections
- Overall project layout
- Plan view sheets (1" = 20' plan scale but printed half size for a 1" = 40' scale; all existing and proposed facilities correctly shown in plan view)
- Traffic control plan (phasing and traffic control)
- Storm Water Pollution Prevention Plan
- Specification table of contents
- Bid form with estimated unit and total costs

Three (3) copies of the 70% submittal will be submitted for City review and drawings will be submitted on 11"x 17" sheets, and one (1) electronic copy (.pdf) on CD.

B. 95% Submittal: The 95% submittal will be considered bid ready but not sealed, and will include all the 70% requirements plus the following:

- General Notes sheet
- Detailed areas of special areas of construction
- Conduct a thorough site review of all trees within the project area that may require mitigation
- Prepare tree mitigation drawing and detail
- TDLR Registration filing, plan review and inspection
- Standard construction details
- Project manual (bid form, specification table of contents, and special specifications or conditions; contract documents excluded)
- Responses to 70% comments
- Three (3) copies of the 70% submittal will be submitted for City review and drawings will be submitted on 11"x 17" sheets, and one (1) electronic copy (.pdf) on CD.

Final design efforts will be considered complete when comments to the 95% submittal have been addressed.

All final design efforts will be paid in a single lump-sum fee, to be billed monthly on a percent complete basis.

II. Fee for Final Engineering Design Phase Services = \$ 52,915.00

III. Bidding and Construction Phase Services

A. Bidding Phase Services will include:

- Upon completion of final design services, the CITY will determine an advertisement and bid opening schedule. All administrative project manual documents (cover page, Notice to Bidders,

etc.) will be prepared by the ENGINEER in Adobe Acrobat (pdf) format. The ENGINEER will prepare a single project manual file in Adobe Acrobat format, consisting of:

- Administrative documents
- The bid form (prepared by ENGINEER)
- A sealed specifications table of contents
- Applicable specifications and documents
- Attend a pre-bid meeting at the City Hall.
- ENGINEER will prepare bid tabulation and ENGINEER'S Letter of Recommendation (LOR) and provide a copy to the CITY.

B. Construction Phase Services will include:

- Attend a pre-construction meeting with the CITY, general contractor, and construction materials testing contractor
- Attend construction meetings as needed.
- The ENGINEER will review contractor submittals and respond to Requests for Information
- Participate in a substantial completion and final walkthrough.
- Prepare record drawings based on contractor as-built markups in GIS format.

III. Fee for Bidding and Construction Phase Services = \$ 11,450.00

IV. **Surveying Services**

- A. Prepare a base map with the right-of-way information, subdivision plat, deeds and easement information available through Harris County Clerk's Office. The base map will detail easements in the area we are surveying i.e. if only west side of right-of-way is surveyed then only the west side will show easements. This will not be a full abstract map.
- B. Establish the apparent right-of-way with a best fit analysis to the base map with property corners located and shown on the map.
- C. Establish a minimum of 2 GPS control points per street to be set in an area outside of the project limits where contractors can readily find them for construction and in an area in which their structural integrity will have a good chance of sustaining construction.
- D. Provide cross sections of the project area at 50' intervals maximum identifying all changes in grade, slope or other topographical features. Cross sections will provide enough data to prepare 1' contours. Limits of the cross section will be from the centerline to the apparent right-of-way

line for those areas in which one side is to be identified and from apparent right-of-way line to apparent right-of-way line for those areas identified as being on both sides.

- E. Locate all improvements within the project limits to include but not limited to signs, visible utilities with inverts, all trees no matter the size, location of Texas 811 markings, curb, gutter, sidewalks, mailboxes, type of impervious cover. This will not include the location and research of utility plans



nor drawing the utility plan information into the base files. This will not include any SUE services of utility lines.

- F. Prepare control sheets for the control points established by GPS methods to provide to the contractor. Control sheets will be 11x17 sheets with all control for the project areas shown for incorporation into the final plan sets and will be signed and sealed by a RPLS.

IV. Fee for Surveying Services = \$ 30,976.50

V. Urban Forester Services

- A. Urban Forester to assist with design and implementation of a tree preservation analysis, tree preservation plan, field inspection, specifications and details as needed.

V. Fee for Urban Forester Services w/ Mark-up = \$ 4,433.00

VI. Geotechnical Services

- A. Geotechnical Services to include borings, required tests for soil and pavement and geotechnical report with recommendations.

VI. Fee for Geotechnical Services w/ Mark-up = \$ 8,119.10

TOTAL ENGINEERING & SURVEYING FEES = \$ 137,303.60

Additional Services

If authorized by CITY, ENGINEER will furnish the following Additional Services that are not considered a normal or customary part of the Scope of Work. Additional Services shall be paid for on an hourly basis at the rate shown in the schedule of Hourly Rates by Personnel Classification (Attachment "A"). Separate budgets will be established for any Additional Services authorized by the CITY.

NO ADDITIONAL SERVICES ARE ANTICIPATED FOR THIS PROJECT AT THIS TIME.

1. Services resulting from significant changes in the general scope of the project.
2. Revisions to previously approved plans, reports, traffic studies, or other project documents.
3. New and/or additional acquisition activities resulting from unknown needs prior to project initiation, site changes, and/or condemnation proceedings.
4. Assistance to CITY as an expert witness in any litigation with third parties, arising from the development or construction of the project, including preparation of engineering data and reports.
5. Services after issuance of Certificate of Completion, and any other special or miscellaneous assignments specifically authorized by the CITY.
6. Contract does not include on-site inspection during contractor's construction phase.

**Schedule**

Preparation of the plans and specifications for the project is anticipated to take four (4) months. Bid and contract phase activities are estimated to take one (1) month, once approval to proceed with bid advertisement is received.

Schedule for Construction Phase activities will be dictated by the construction contractor's schedule.

Summary of Compensation

I.	Preliminary Engineering Design Phase Services -	\$ 29,410.00
II.	Final Engineering Design Phase Services -	\$ 52,915.00
III.	Bidding and Construction Phase Services -	\$ 11,450.00
IV.	Surveying Services -	\$ 30,976.50
V.	Urban Forester -	\$ 4,433.00
VI.	Geotechnical -	\$ <u>8,119.10</u>

Total Engineering and Surveying Fees = \$ 137,303.60

ENGINEER will invoice the CITY monthly for services rendered during the preceding month. Invoices will be based on the ENGINEER's estimate of percentage completion to date of invoice.

CITY agrees to remit ENGINEER's invoices in full within thirty (30) days of receipt of billing.

Sincerely,

Brock Crenek, P.E.
Sr. Vice President

Approved by: _____

Title: _____

Date: _____



ATTACHMENT "A"

2017

MAXIMUM LOADED SALARY RATES

MBCO ENGINEERING, LLC.

LABOR CLASSIFICATION	HOURLY RATE	
PRINCIPAL	\$	215.00
SENIOR PROJECT MANAGER	\$	175.00
PROJECT MANAGER	\$	150.00
SR. RPLS	\$	185.00
RPLS	\$	150.00
PROJECT ENGINEER	\$	125.00
3 MAN SURVEY CREW	\$	175.00
2 MAN SURVEY CREW	\$	140.00
Surveyor In Training (SIT)	\$	100.00
ABTRACTOR	\$	65.00
DESIGNER	\$	130.00
Engineer In Training (EIT)	\$	110.00
CADD OPERATOR	\$	100.00
SURVEY TECHNICIAN	\$	85.00
ADMIN/CLERICAL	\$	50.00



GEOTEST ENGINEERING, INC.

Geotechnical Engineers & Materials Testing

5600 Bintliff Drive

Houston, Texas 77036

Telephone: (713) 266-0588

Fax: (713) 266-2977

Proposal No. 1140421999

November 22, 2017

H.2.d.3

Mr. Brock Crenek, P.E.
Sr. Vice President
MBCO Engineering, LLC.
13111 Westheimer Road, Suite 307
Houston, Texas 77077

**Re: Proposal for Geotechnical Investigation Services
2016 Bonds for Better Bellaire Group D Phase II Sidewalks Project
Bellaire, Texas**

Dear Mr. Crenek:

As per your request on September 12, 2017 and November 21, 2017, Geotest Engineering, Inc. (Geotest) is pleased to submit this proposal for providing geotechnical investigation services for the proposed sidewalk rehabilitation project in Bellaire, Texas. The proposed project includes sidewalk rehabilitation along various streets.

Our Scope of services include: pavement coring for boring access, drilling and continuously sampling a total of eleven (11) 5-foot soil borings along the sidewalks proposed for rehabilitation; performing minimum laboratory tests to select design soil parameters and develop geotechnical recommendations for rigid pavement thickness and subgrade stabilization. The completed report, which includes field, laboratory data, subgrade stabilization and pavement recommendations, will be submitted in about six (6) weeks after completion of field work. The cost of drilling and sampling, performing minimum laboratory tests and preparing a geotechnical investigation report including the recommendation as outlined above will be a lump sum of \$7,381.00. The boring program and cost breakdown are given on Attachment Nos. 1 and 2.

We appreciate the opportunity to propose on this project. If you have any questions, please call us. Please indicate your formal acceptance by signing one copy of this letter in the space below and return one original to us.

Sincerely,
GEOTEST ENGINEERING, INC.
TBPE Registration No. F-410

Worku Y. Mergia, P.E.
Project Engineer

Mohan Ballagere, P.E.
Vice President

Copies Submitted: (1-PDF)

Enclosures: Attachment No. 1 – Boring Program; Attachment No. 2 – Cost Breakdown
PC38\Geotechnical\1140421999.DOC

ACCEPTED BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Geotechnical Investigation
 2016 Bonds for Better Bellaire Group D
 Phase II Sidewalks Project
 Bellaire, Texas

Proposal No. 1140421999

ATTACHMENT 1

Boring Program

Street	From	To	Length	Borings		
				Quantity (number)	Depth (feet)	Footage (feet)
5200 Willow	Ferris St.	5th Street	620	1	5	5
5200 Laurel	Ferris St.	5th Street	620			
5200 Linden	Ferris St.	5th Street	620	1	5	5
4800-4900 Cedar	3rd Street	1st Street	2000	2	5	10
4800-4900 Spruce	3rd Street	1st Street	2000	1	5	5
5000-5200 Locust	3rd Street	5th Street	1400	2	5	10
3rd Street	Jessamine	Bellaire	940	2	5	10
5100 Huisache	5th Street	S. Rice	480	1	5	5
4800-5000 Chestnut	S. Rice	Bissonnet	1940	1	5	5
Total				11		55

ATTACHMENT NO. 2

COST BREAKDOWN

	<u>QUANTITY</u>	<u>UNIT RATE</u>	<u>COST</u>
Field Investigation			
Truck Mounted Drilling Rig, Water Truck, Crew	1 LS	\$340.00	\$340.00
Portable Rig Drilling	8 hrs.	\$171.00	\$1,368.00
Marking Borings	4 hrs.	\$77.00	\$308.00
Utility Clearance and Field Coordination for Boring Locations	8 hrs.	\$77.00	\$616.00
Concrete Coring (4" Dia up to 6" Thickness)	11 ea.	\$90.00	\$990.00
Vehicle Charge (marking boring and water level reading)	12 hrs.	\$10.00	\$120.00
Grouting of Completed Boreholes	55 ft.	\$7.00	\$385.00
		Subtotal:	\$4,127.00
Laboratory Tests			
Liquid and Plastic Limits	11 ea.	\$60.00	\$660.00
Percent Passing No. 200 Sieve	11 ea.	\$46.00	\$506.00
Moisture Content	22 ea.	\$9.00	\$198.00
		Subtotal:	\$1,364.00
Engineering Services			
Principal or Sr. Consultant	1 hrs.	\$210.00	\$210.00
Sr. Engineer	2 hrs.	\$150.00	\$300.00
Project Engineer	12 hrs.	\$105.00	\$1,260.00
Support Personnel, Word Processing	2 hrs.	\$60.00	\$120.00
		Subtotal:	\$1,890.00
		Total Cost:	\$7,381.00

Attachment: Group D Phase 2 Design and CA_FINAL (2329 : Group D Phase II Design/Construction Administration Services Contract)



October 19, 2017

Mr. Brock Crenek, P.E.
MBCO
13111 Westheimer Road, Suite 307
Houston, Texas 77077

Re: Proposal for Urban Forestry Consulting Services on the City of Bellaire, Better Bellaire Sidewalk Projects, Sidewalk Improvements Phase 1.

Dear Mr. Crenek,

As per your request, C.N. Koehl Urban Forestry, Inc. proposes to provide technical assistance for tree preservation/protection during design phase of the City of Bellaire, Better Bellaire Sidewalk Projects, Sidewalk Improvements Phase 1 (approximately 10,620 l.f. of ROW). Our tree preservation planning will help to ensure long term tree survival and continued growth, and address trees that could lose too much structural root system, jeopardizing their structural integrity, which would create liabilities. We look forward to providing you and the City of Bellaire the technical assistance needed for successful tree preservation. We are willing to provide services in whatever capacity you and the City deem appropriate, however, the following scope of services has worked well on similar projects in the past.

PHASE 2 – SERVICES FOR PROJECT DESIGN

Field Evaluation/Site Visit

We will walk each street where construction is proposed to evaluate the specific impacts of proposed construction design and the preservation feasibility of each tree. We will confirm the surveyed location of each tree and approximately locate any trees that may be impacted that were not picked up by surveyor. Proposed construction activity adjacent to each tree will be evaluated to determine impacts on long-term tree survival and structural integrity. The field evaluation/site visit will be scheduled in conjunction with our 90% Tree Preservation Plan.

Fee for Field Evaluation/Site Visit

8.0 hours @ \$110.00/hour\$880.00

90% Submittal Tree Preservation Plan

The plan drawings, provided by the engineer, will be reviewed prior to the 90 percent submittal, to determine treatment for each tree. Each tree will be numbered on the drawings. A tree treatment schedule will list each tree by number, species, diameter, condition, and recommended treatment. Each tree (public and private) adjacent to construction activity will be evaluated to ensure that construction activity will not destroy

too much of the structural root system. Destroying too much of the structural root system leaves the tree unstable, which could create liabilities. Should we find any conflicts with proposed construction or any liability issues we will make recommendations for minor design changes or for removal of the tree. Recommendations for minor design changes, such as using maximum sidewalk slope or alternative sidewalk surface will be redlined on plan and profile drawings copied to our Tree Submittal Form with a brief description of recommended changes and e-mailed to your office. Design change recommendations can then be reviewed by engineer and client to determine feasibility.

After we receive your comments on our design change recommendations we will develop an Autocad drawn tree protection plan which will identify the mitigative and protective treatments needed to ensure long term tree survival. Plan drawings, provided by the engineer, will be used to indicate each tree by number, and exact location of preservation treatments (root pruning trench, alternative sidewalk surfaces, checker plate sections, etc.). A specification, addressing tree protection, will be provided to address all recommendations made in the treatment schedule and on the plans. Details for tree treatments will be included in the tree protection plan. Quantity totals and cost estimates for each tree treatment will be provided. The 90% tree protection plan, specifications, and quantity totals and cost estimates will be emailed to you so that your staff may use the specs and quantity estimates as needed and plot the tree protection plan as it is needed. The tree protection plan will include our logo with a signature line, which we can sign at the mylar stage. The 90% tree protection plan, specifications and quantity/cost estimate can be included in your 90% submittal so that the City's staff can review our plan and provide comments prior to the final submittal. We will need 10-15 business days to complete the field evaluation and 90% tree protection plan.

Fee for 90% Evaluation/Plan

20.0 hours @ \$110.00/hour..... \$2,200.00

Final Evaluation/Tree Preservation Plan and Specifications

We will review the construction design just prior to the final submittal, following comments from the City on recommendations made in the 90% submittal, to ensure that any design changes that may have been made are incorporated into the final tree protection plan. Changes necessary to the tree protection plan will be completed in the DWG drawings and resubmitted to engineer for final plotting. Quantity/Cost estimates, and specifications will be finalized and forwarded to engineer for inclusion in project. We will need 3-5 business days to complete the Final Evaluation and Plan.

Fee for Final Tree Preservation Plan and Specifications

5.0 hours @ \$110.00/hour\$550.00

Drafting AutoCAD (DWG) files of Tree Preservation Plan

We do have AutoCAD capabilities and will provide a CAD drawn document. We will need the electronic files of proposed construction in DWG format. We will use the project plan sheet layout as provided from engineer. Tree treatment schedule will be included on a separate sheet which will call out treatments for each specific tree. We

Mr. Brock Crenek, P.E.
 Bellaire Walks Forestry Proposal
 Page 3 of 3

anticipate 10 plan sheets as included in the Civil drawings provided. Two sheets with tree treatment schedule & project details will also be included, which would give us a total of 12 sheets. The drawings will be emailed or uploaded to FTP site, so that you may plot the files as you need them. CAD drafting will be completed in conjunction with the Preliminary and Final Plans. No additional time required.

Fee for Drafting DWG files of the Tree Preservation Plan
 8.0 hours @ \$50.00/hour\$400.00

Total Phase 2 Fees

Urban Forestry Services for development of Tree Protection Plan.....\$3,630.00

Drafting Services Fee for DWG files.....\$400.00

Total Fee for CAD drawn Tree Protection Plan.....\$4,030.00

We have utilized the services contained in this proposal on similar projects for The City of West University Place Infrastructure Replacement Program, City of Houston Neighborhood Street Reconstruction Program, City of Houston Surface Water Transmission Program, City of Missouri City Street Reconstruction, City of Friendswood Street Reconstruction, City of Piney Point Street Reconstruction, City of Humble Street Reconstruction, City of Texas City Street Reconstruction, City of Southside Place Street Reconstruction and numerous City of Houston waterline and sewer projects in the past.

It is our goal to provide you the most effective, efficient, and value-added services we can provide. We are willing to provide services in whatever capacity you deem appropriate, be it all services outlined herein, or a desired few. All fees included in this proposal should be considered not to exceed fees, as we will invoice only for time and mileage needed in each step. Time will be invoiced at \$110.00/hour for Urban Foresters and \$50.00/hour for draftsman, with mileage at \$0.50/mile.

If this proposal meets with your approval and you would like to retain our services, please forward your standard agreement or a notice to proceed, and we will schedule the work to meet your project submittals. We greatly appreciate the opportunity to present this proposal and look forward to working with you on this project. If you have any questions or would like to make any changes, please do not hesitate to call me or Craig at 281-391-0022.

Respectfully submitted,



Sarah Koehl
 President



ORDINANCE NO. 17-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK OF THE CITY OF BELLAIRE, TEXAS, TO EXECUTE AND ATTEST, RESPECTIVELY, A CONTRACT AND AGREEMENT FOR ENGINEERING SERVICES WITH ARKK ENGINEERS, INC., IN A FORM AS ATTACHED HERETO AND MARKED EXHIBIT "A," FOR THE PROVISION OF THIRD PARTY REVIEW, CONSTRUCTION MANAGEMENT AND CONSTRUCTION OBSERVATION SERVICES ASSOCIATED WITH THE BONDS FOR BETTER BELLAIRE 2016 GROUP C PHASE 3, STREETS, DRAINAGE AND SIDEWALKS PROJECT, AND GROUP D PHASE 2, SIDEWALK IMPROVEMENTS PROJECT, IN AN AMOUNT NOT TO EXCEED \$671,900.00.

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

THAT the City Manager 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, LLC, in a form as attached hereto and marked Exhibit "A," third party review, construction management and construction observation services associated with the Bonds for Better Bellaire 2016 Group C Phase 3, Streets, Drainage and Sidewalks Project, and Group D Phase 2, Sidewalk Improvements Project, in an amount not to exceed \$671,900.00.

PASSED and **APPROVED** this 4th day of December, 2017.

(SEAL)

SIGNED:

ATTEST:

Tracy L. Dutton, TRMC
City Clerk

Andrew S. Friedberg
Mayor

APPROVED AS TO FORM:

Alan P. Petrov
City Attorney

**CONTRACT AND AGREEMENT
FOR ENGINEER SERVICES**

ARKK ENGINEERS, LLC (ARKK)

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 corporation 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 engineer services and any other necessary 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 that, by signature and execution of this Agreement, 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 itemized invoices, 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 merit for services actually rendered or costs actually incurred for and on behalf of **BELLAIRE** and have no claim for any other reason whatsoever.

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

Exhibit A to Ordinance No. _____

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 Engineer 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 termination of services to be rendered and delivery of any and all final 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.

{Remainder of page intentionally left blank}

Exhibit A to Ordinance No. _____

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

ARKK ENGINEERS, LLC

By: _____

Printed Name: _____

ATTEST:

Witness

Exhibit A to Ordinance No. _____

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. _____ duly adopted by the City Council of **BELLAIRE** on the 4th day of December, 2017.

CITY OF BELLAIRE, TEXAS

By: _____
Paul A. Hofmann
City Manager

ATTEST:

Tracy L. Dutton, TRMC
City Clerk

APPROVED AS TO FORM:

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

Exhibit A to Ordinance No. _____



November 16, 2017

Mr. Michael Leech
Director of Public Works
City of Bellaire
7008 S. Rice Avenue
Bellaire, Texas 77401

Re: **Proposal for Third Party Review and Construction Management/Observation Services for Bonds for a Better Bellaire 2016:**

- **Street and Drainage Project Group C Phase III**
- **Sidewalk Project Group D Phase II**

Dear Mr. Leech:

ARKK Engineers, LLC (ARKK) is pleased to offer this proposal for providing Construction Phase Services for the following two Bonds for a Better Bellaire 2016 projects:

- Street and Drainage Project Group C Phase III
Estimated Construction Cost - \$7.2 million
- Sidewalk Project Group D Phase II
Estimated Construction Cost - \$1 million

The Scope of Services described in this proposal covers two separate construction projects. Both projects have separate design engineering firms and will have separate construction contracts. The Design Engineer of Record for the Street and Drainage Project Group C Phase III project is Kelly Kaluza. The Design Engineer of Record for the Sidewalk Project Group D Phase II project is MBCO.

General Overview

Last November, Bellaire voters approved Bonds for a Better Bellaire 2016. The bond program provides funds for several capital improvement projects, including a portion of the Municipal Facilities Project, water line and wastewater line replacement/rehabilitation, new sidewalk construction and major street and drainage improvements.

This proposal addresses Third Party Review & Construction Management and Observation services associated with the third phase of the major street and drainage improvements including sidewalks and waterlines on the selected streets and the second phase of sidewalk improvement program.

As you are aware, ARKK and the City developed a street improvement priority ranking matrix that considered many issues to determine criteria for selecting the streets for improvements during the Bonds for a Better Bellaire 2016 program. The criteria established an objective selection process emphasizing drainage problems and street condition problems. ARKK's goal is to support the City staff with professionals that will help ensure the successful completion of each project.

Third Party Plan Review Services for the Bonds for Better Bellaire Street and Drainage Projects Group C Phase III and Sidewalk Project Group D Phase II includes a detailed review of the design engineer's plans at the 30%, 60%, 90%, and final submittal stage of these projects to be designed by two separate design firms. The Third Party review provides the City and ARKK (Construction Manager) the opportunity to work closely with the Engineer of Record during the design phase of the projects.

The Construction Management Phase Services will be led by James Andrews, P.E. (City Engineer) with Madhu Kilambi, P.E (ARKK Principal and Construction Manager) and Bobby Vasek (ARKK Assistant Construction Manager) reporting on the contractor's progress, citizen issues and leading the construction progress meetings. These highly experienced Construction Management professionals will support the field inspectors to provide the City of Bellaire with confidence the project will be constructed as planned. It is ARKK's goal to facilitate good communication in all phases of the design and construction process. The two projects to be reviewed are detailed below:

A listing of the streets selected for these phases of improvements is provided below:

- Street and Drainage Project Group C Phase III
 - 4600 Cedar St
 - 4300 Cynthia St
 - 4500 Larch Ln
 - 500 Chelsea St
 - 4500 Mimosa
 - Estimated Construction Cost - \$7.2 million
- Sidewalk Project Group D Phase II
 - 5200 Block of Willow Street
 - 5200 Block of Laurel Street
 - 5200 Block of Linden Street
 - 4800-4900 Block of Cedar Street
 - 4800-4900 Block of Spruce Street
 - 5000-5200 Block of Locust Street
 - 5100 Block of Huisache Street
 - 4800-4900 Block of Chestnut Street
 - 3rd Street from Bellaire to Jessamine
 - Estimated Construction Cost - \$1 million

The scope of work for Third Party Review and Construction Phase services described in this proposal includes providing full time Construction Observation Services for the two separate projects described above. The construction observation services will include necessary office staff to supervise and support field personnel and to manage the construction project as described in this proposal.

Third Party Review Services

ARKK will perform Third Party Review services at 30%, 60%, 90% and final submittal stage. The reviews shall focus on the following:

- Review key project objectives and City of Bellaire's goals for the project.
- Site visit to familiarize with project location and constraints at 30% level.
- Anticipated Project schedule.
- General Conformance with the applicable design standards.
- Appurtenances locations such as fire hydrants, valves, manholes, etc. for future operation & maintenance (O&M) impacts.
- Specific Materials selections.
- Review Preliminary Engineer's Report, if required.
- Graphical Presentation of plans for clarity and accuracy.
- Review Engineer's design calculations and private utilities coordination records.
- Provide possible alternate design concepts for Engineer of Record to consider.
- Review construction interface requirements with adjacent properties and/or existing conditions such as trees and utilities for potential conflicts.
- Review Traffic Control Plans.
- Review SWPPP Plans.
- Review Construction Phasing Plans.
- Review Engineer's opinion of probable construction costs.
- Review Contract documents including applicable standard City of Bellaire specifications, bid proposal, special conditions and technical specifications.
- Confirmation of special instructions specific to the individual project sites regarding restoration and protection of existing facilities, structures and landscaping.
- Review comments will be provided as red-line mark-up on the plan set and/or separate comments logs.

Plan review services will be furnished in an effort to provide the City of Bellaire with additional oversight in the development of the Plans, Specifications and Estimates for each aforementioned project. This effort will also aid ARKK as the Construction Manager for these projects in better understanding the Engineer of Record's design intent during the construction phase of these improvements.

ARKK is not responsible for the accuracy of the Engineer of Record's work or their contractual obligations with the City. Should possible non-conforming work by the design engineer be determined during the review process, ARKK will notify the City.

Construction Management Phase Services

Act as the City's on-site representative administering the contract for construction and providing overall project oversight, maintain record of decisions and changes made.

- Meetings: Schedule and conduct construction progress meetings; record minutes from construction progress meetings and distribute to City Staff, Design Engineer and contractor throughout the duration of the project.
- Schedule meetings every month to review the following: work progress and schedule, outstanding issues, status of submittals, and responses to shop drawings, unforeseen issues and changes to the work.
- Coordinate additional meetings as necessary to discuss and resolve problems and provide guidance in a timely manner.
- Coordinate/monitor the following: Utility relocation activities for compliance, utility installation verification, reporting, record management and as-built drawings.
- Attend utility coordination, construction, and scheduling meetings.
- Obtain copy of any permits or private utility approvals for Public Works in order to monitor progress of utility relocation per permit/plan.
- Coordinate with Design Engineer's Construction Administration Services

Construction Observation Services

- Provide 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 40 hours each week for the 12 month duration of the Street and Drainage Project Group C Phase III project and the on-site representative will be on site an average of 20 hours each week for the 7 month duration of the Sidewalk Project Group D Phase 1
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, overall 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, sewer and driveway 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 BY Design Engineer.
- 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.
- Responsible for notifying the Design Engineer and City Staff of proposed solutions to resolve problems.
- Review and update as-built documents regularly with contractor.
- Monitor adherence to approved project baseline schedule. Review contractor's schedule monthly for compliance with City's intended schedule, and provide recommendations as needed to retain and regain schedule if needed.
- Recommend alternate project sequencing/scheduling to keep project on schedule.
- Prepare monthly summary report of construction activities with outstanding issues outlined for review. Monthly progress information associated with the project will be submitted to the City for review and approval.
- Coordinate work of contractor with external agencies and utility companies. Coordinate contractor's operations with regard to other City contracts and construction as well as with property owners for planned service outages, street closures, and access control issues to properties including notifications.
- Verify construction conformance and compliance with any outside agencies.
- Verify construction conformance with permitted activities such as TxDOT roadway permits, City of Houston and/or HCFCD permits.
- Maintain records of all decisions, actions and activities with regard to construction operations (i.e. Change Orders, RFIs and responses, Submittals and responses, Request for Proposals, correspondence, SWPPP inspections.)

Pay Applications

- Pay applications will be generated based on quantities approved in the daily reports. Review and verify quantities provided by contractor for all work in compliance with contract documents.
- Review work conducted daily on daily inspection reports and material installed measurements submitted by contractor; to verify work conducted and bid item quantities with contractor.
- Review progress pay application with Design Engineer for approval or revision prior to submittal to City.

- Finalize pay application with signatures from Contractor, Design Engineer and Construction Manager certifying quantities and amounts.
- Notify City Project Manager when all signatures are completed for invoice processing.
- Track and record requests for rain or other delays with potential to add to Contract Time in Daily Reports.
- Provide quantity forecast review of bid items to help identify potential quantity over-runs as part of pay estimate review.
- Review and coordinate with Design Engineer to provide Engineer's recommendation for Substantial Completion or Final Acceptance.

Document Control

- Receive, route, track and log all Contractor communications, Submittals, Change Orders, RFIs, Pay Applications and Citizen Complaint/Resolution Log; communicate with Contractor the status of submittal reviews; maintain and review submittal and RFI log to ensure timely responses; notify City Project Manager, Contractor and Design Engineer of time critical issues.
- Respond to RFIs when such response does not require the Engineer's opinion or expertise or direction from City.
- Assemble and maintain notes, comments, sketches and supportive data relative to the Project to facilitate the revision of drawings to conform to the final as-built conditions. Review Contractor's record keeping periodically ensuring completeness, timeliness and progress.

Change Orders

- Review RFP and contractor proposal for additional work with City Project Manager and Design Engineer for review and approval. Log and track the status of RFP and responses from Contractor, City and Design Engineer.
- Provide recommendation on technical matters as an advocate for the City. Evaluate Contractor's response/proposal for merit, cost, time, accuracy and price practicality. Negotiate with Contractor on City's behalf if required.
- Prepare Change Order and documentation including signatures of Contractor, Design Engineer and Construction Manager for delivery to City.

Testing Laboratory and Results

- Coordinate testing laboratory activities with Contractor's activities. Review test reports for compliance with Contract Documents. Log, track and retain test reports. Review results with Contractor. Monitor corrective action and re-testing for compliance. Maintain compliance with City's specifications
- Review lab test reports and log failures.
- Review Invoicing from Laboratory to daily activities.

Project Completion

- Provide list of deliverables for substantial completion walk through/inspection. Schedule and conduct project walk through upon receipt of Contractor's notification of substantial completion. Include City Project Manager, Design Engineer and others as directed. Prepare a list of non-conforming work based on visual inspections. Record and monitor contractor's corrective efforts and schedule. Schedule final completion inspection for any remaining corrections.
- Coordinate and obtain Design Engineer's signature and seal on Substantial Completion certificate and Final Completion and Acceptance certificate.
- Review and compile any Operation and Maintenance documents required from the Contractor – forward to Engineer for review. Review for completeness and accuracy, including; affidavits of final payment, final pay estimates, as built records, redlines and drawings. Once received, notify the Design Engineer and City Project Manager when completed.

- Upon completion of close out items, provide recommendation for City's Substantial Completion/Final Acceptance certificate.
- Provide indexed project files
- Maintain redline plans for as-built or record drawings that will be prepared by the Design Engineer.

Texas Department of Licensing and Regulation Compliance Services

- Attend inspection of improvements by a TDLR Consultant upon completion of construction. Coordinate with the Contractor for repair or reconstruction of non-conforming improvements prior to acceptance by the City. Coordinate and attend necessary follow up inspections.

Conduct Project Close-Out and Warranty Period Services

- Prepare and recommend final payment application. Prepare job record logs transmittals, and correspondence reports in an organized file for delivery to City.
- Consult with City on any potential Warranty items requiring repair or replacement.
- Schedule, arrange and coordinate a One Year Walk-through of the project to review status of the work 30 days prior to expiration of the One Year Maintenance period.
- Provide staff to conduct and participate in the warranty inspections.
- Prepare list of non-conforming work for presentation to the City Project Manager, Design Engineer and Contractor.
- Oversee repairs for non-conforming work with Contractor.
- Submit final report on completed warranty repairs.

Fee for Services

Our fee for the services described is the lump sum amount of below:

Third Party Review Phase Services

• Street and Drainage Project Group C Phase III Estimated Construction Cost - \$7.2 million	\$43,000
• Sidewalk Project Group D Phase II Estimated Construction Cost - \$1 million	\$10,000
subtotal	\$53,000

Construction Management Phase Services

• Street and Drainage Project Group C Phase III (Lump sum amount):	
- Construction Management	\$57,000
- Construction Observation	\$257,000
- Material Testing	\$175,000
- Coordination with Urban Forester	\$950
• Sidewalk Project Group D Phase II (Lump sum amount):	
- Construction Management	\$40,000
- Construction Observation	\$63,000
- Material Testing	\$25,000
- Coordination with Urban Forester	\$950
subtotal	\$618,900

TOTAL \$671,900

A detailed break-down of the proposed fee is provided in the attached EXHIBIT A. The fee includes costs for a project site representative, and supervisory services, and mileage. ARKK Engineers, LLC will submit monthly progress invoices for all work completed to invoice date. Additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor costs times a factor of 2.99 and direct cost plus 10%. Additional services beyond those described in the Scope of Services for field personnel will be invoiced on the basis of direct labor costs times a factor of 2.70. Mileage will be charged at the prevailing IRS rate. Reimbursable expenses will be charged at cost plus 10%. No additional services will be provided without written authorization from the City of Bellaire.

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

Sincerely,

ARKK Engineers, LLC

A handwritten signature in blue ink, appearing to read "James B. Andrews".

James B. Andrews, P.E.

City Engineer

Attachment: Exhibit A

EXHIBIT A
MANHOUR ESTIMATE
Construction Management & Inspection Services
City of Bellaire
Street & Drainage Project Group C Phase 3

DATE: 11/22/2017

		Senior Project Manager	Construction Project Manager	Project Engineer	Inspector	Total Hours	Total Cost
HOURLY RATE		\$175	\$160	\$115	\$95		
CONSTRUCTION MANAGEMENT & INSPECTION (13 Month Duration)							
1	Attend Pre-bid Meeting		3	3	3	9	\$1,110
2	Prepare Pre- Construction Meeting Agenda		1	2		3	\$390
3	Conduct Pre-Construction Conference	1	2	2	2	7	\$915
4	Prepare & Distribute Preconstruction Meeting Minutes		1	3		4	\$505
5	Prepare Agenda for Progress Meetings		7	12		19	\$2,500
6	Conduct Monthly Progress Meetings		12	24		36	\$4,680
7	Prepare & Distribute Progress Meeting Minutes		12	12		24	\$3,300
8	Submittal Distribution & Follow-up		8	18		26	\$3,350
9	RFI Follow-up & Response		12	30		42	\$5,370
10	Special Field Meetings			14		14	\$1,610
11	Utility Coordination Meetings			4		4	\$460
12	Monitor Construction Schedules	12				12	\$2,100
13	Pay Estimate Verifications & Coordination with Design Engineer		12	26		38	\$4,910
14	Prepare & Process Pay Estimates	4	12	39		55	\$7,105
15	Prepare Monthly Summary Report	12	26			38	\$6,260
16	Change Order preparation & Follow-up Documentation		4	10		14	\$1,790
17	Coordination of Testing Activities			10		10	\$1,150
18	Preliminary Walk through			3	3	6	\$630
19	Prepare Preliminary Punch List Items		2	3	3	8	\$950
20	Substantial Walk Through		2	2	2	6	\$740
21	Prepare Substantial Walk Through Punch List Items		2	2		4	\$550
22	Verify Completion of Punch List Items			2		2	\$230
23	Final Walkthrough		2	2	2	6	\$740
24	Prepare Final Pay Estimate		2	4		6	\$780
25	Prepare Close-out Packages		2	6		8	\$1,010
26	Budget for Miscellaneous Meetings, Field Visits, Coordination		10	10		20	\$2,750
27	Warranty Walkthrough & Follow-up		2	4	4	10	\$1,160
	CONSTRUCTION MANAGEMENT SUBTOTAL	29	136	247	19	431	\$57,045
28	Site Observation Services (12 Months @10hrs/day)				2598	2598	\$246,810
29	Reimbursable Expenses - Mileage/Vehicle charges \$40/Day @ 260 working days						\$10,400
	CONSTRUCTION INSPECTION SUBTOTAL	0	0	0	2598	2598	\$257,210
Additional Services							
30	Material Testing (Cost +10%)						\$175,000
31	Coordination with Urban Forester (Cost +10%)						\$950
	ADDITIONAL SERVICES TOTAL						\$175,950
	TOTAL FEE						\$490,205

EXHIBIT A
MANHOUR ESTIMATE
Construction Management & Inspection Services
City of Bellaire
Sidewalk Project Group D Phase II

DATE: 11/16/2017

		Senior Project Manager	Construction Project Manager	Project Engineer	Inspector	Total Hours	Total Cost
HOURLY RATE		\$175	\$160	\$115	\$95		
CONSTRUCTION MANAGEMENT & INSPECTION (7 Month Duration)							
1	Attend Pre-bid Meeting		3	3	3	9	\$1,110
2	Prepare Pre- Construction Meeting Agenda		1	2		3	\$390
3	Conduct Pre-Construction Conference	1	2	2	2	7	\$915
4	Prepare & Distribute Preconstruction Meeting Minutes		1	3		4	\$505
5	Prepare Agenda for Progress Meetings		3	7		10	\$1,285
6	Conduct Monthly Progress Meetings		7	14		21	\$2,730
7	Prepare & Distribute Progress Meeting Minutes		7	7		14	\$1,925
8	Submittal Distribution & Follow-up		8	18		26	\$3,350
9	RFI Follow-up & Response		10	22		32	\$4,130
10	Special Field Meetings			13		13	\$1,495
11	Utility Coordination Meetings			3		3	\$345
12	Monitor Construction Schedules	7				7	\$1,225
13	Pay Estimate Verifications & Coordination with Design Engineer		7	14		21	\$2,730
14	Prepare & Process Pay Estimates	1	5	21		27	\$3,390
15	Prepare Monthly Summary Report	7	14			21	\$3,465
16	Change Order preparation & Follow-up Documentation		3	8		11	\$1,400
17	Coordination of Testing Activities			8		8	\$920
18	Preliminary Walk through			3	3	6	\$630
19	Prepare Preliminary Punch List Items		2	3	3	8	\$950
20	Substantial Walk Through		2	2	2	6	\$740
21	Prepare Substantial Walk Through Punch List Items		2	2		4	\$550
22	Verify Completion of Punch List Items			2		2	\$230
23	Final Walkthrough		2	2	2	6	\$740
24	Prepare Final Pay Estimate		2	4		6	\$780
25	Prepare Close-out Packages		2	6		8	\$1,010
26	Budget for Miscellaneous Meetings, Field Visits, Coordination		8	8		16	\$2,200
28	Warranty Walkthrough & Follow-up		2	4	4	10	\$1,160
	CONSTRUCTION MANAGEMENT SUBTOTAL	16	93	181	19	309	\$40,300
27	Site Observation Services (7 Months @4hrs/day)				606	606	\$57,570
29	Reimbursable Expenses - Mileage/Vehicle charges \$40/Day @ 151 working days						\$6,040
	CONSTRUCTION INSPECTION SUBTOTAL	0	0	0	606	606	\$63,610
Additional Services							
	Material Testing (Cost +10%)						\$25,000
	Coordination with Urban Forester (Cost +10%)						\$950
	ADDITIONAL SERVICES SUBTOTAL						\$25,950
	TOTAL FEE						\$129,860