

CITY OF BELLAIRE TEXAS

MAYOR AND COUNCIL

DECEMBER 18, 2017

Council Chamber and Council Conference Room
7:00 PM

Regular Session

7008 S. RICE AVENUE
BELLAIRE, TX 77401



Mayor

Andrew S. Friedberg

Mayor Pro Tem

Roman F. Reed

Council Member

Gus E. Pappas

Council Member

Michael Fife

Council Member

Trisha S. Pollard

Council Member

Pat B. McLaughlan

Council Member

David R. Montague

Mission Statement:

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

REGULAR SESSION - 7:00 P.M.

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

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

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

D. Pledges to The Flags - Andrew S. Friedberg, Mayor.

1. U.S. Pledge of Allegiance:

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

2. Pledge to the Texas Flag:

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

I. PUBLIC HEARING (APPLICATION FOR AMENDMENT TO OFFICIAL ZONING DISTRICT MAP)

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

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

C. Presentation:

Public hearing on an application filed by John Parker, executor of the estate of Virginia W. Bohn, owner of the property at 5217 Palmetto, for and on behalf of the estate and Johnnie D. Smith, owner of the property at 5221 Palmetto, for an amendment to the Official Zoning District Map to re-zone said properties from their current designation of R-4, Residential District, to R-5, Residential District, pursuant to Chapter 24, Section 24-603, Application for Amendment to Written Text or Official Zoning District Map of the City of Bellaire, Texas - Submitted by ChaVonne Sampson, Interim Director of Development Services.

D. Public Comment.

The Mayor will recognize speakers who have completed a sign-up sheet prior to the commencement of the public hearing. Each speaker shall have a time limit of up to five (5) minutes, with no extension, and with notice after four (4) minutes that one (1) minute is left.

E. Questions from the Mayor and City Council.

F. Close of the Public Hearing.

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

final deliberation will occur on Monday, January 22, 2018; therefore, written comments should be submitted by noon on Thursday, December 18, 2017.

See Rules of Procedure of the City Council of the City of Bellaire, Texas, as of October 10, 2016.

G. Adjourn.

II. REGULAR MEETING

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

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

C. Personal/Audience Comments.

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

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

[Note: The *Texas Open Meetings Act, Texas Government Code, Chapter 551*, prohibits the City Council from fully discussing, debating, or considering subjects for which public notice has not been given on the agenda. Issues that cannot be referred to the City Staff for action may be placed on the agenda of a future City Council Session.]

D. Reports and Presentations:

1. City Manager's Report regarding communication, field and personnel updates, calendar reminders, and notes of appreciation - Submitted by Paul A. Hofmann, City Manager.
2. Presentation of considerations looking forward to the spring 2018 pre-budget planning workshop - Submitted by Paul A. Hofmann, City Manager.
3. Bellaire Business Association (BBA) presentation of funds raised by the BBA in August 2017 to be donated to the Bellaire Police and Fire Foundation - Requested by Steve Davis, BBA Chairman.

E. New Business:

1. Consent Agenda:

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

a. Adoption of Minutes:

Consideration of and possible action on the adoption of the minutes of the Regular Sessions held on October 2, 2017, November 20, 2017, and December 4, 2017.

- i. Mayor and Council - Regular Session - Oct 2, 2017 6:00 PM
- ii. Mayor and Council - Regular Session - Nov 20, 2017 6:00 PM
- iii. Mayor and Council - Regular Session - Dec 4, 2017 6:30 PM

b. Adoption of Ordinances:

- i. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing an amendment to a Contract and Agreement for Engineering Services by and between HDR Engineering, Inc., and the City of Bellaire, Texas, for engineering services associated with the Rebuild Bellaire Phase Five Paving and Drainage Improvements Project and authorizing the City Manager and the City Clerk of the City of Bellaire, Texas, to execute and attest, respectively, for and on behalf of the City of Bellaire, Texas, a contract amendment proposal with HDR for additional engineering design and construction phase services in the amount of \$196,356.34 - Submitted by Michael Leech, Director of Public Works.
- ii. 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 of the City of Bellaire, Texas, to execute, for and on behalf of the City of Bellaire, Texas, an "Application for Payment No. 16 - Final" with Reytec Construction Resources, Inc., in the amount of \$394,901.10 for the Rebuild Bellaire Phase 5B Reconstruction Project and authorizing the City to release retainage to Reytec Construction Resources, Inc., on said project in the amount of \$394,901.10 - Submitted by Michael Leech, Director of Public Works.

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, amending Chapter 33, Telecommunications, Article II, Small Cell Network Facilities, Appendix A to Chapter 33, Design Manual, of the Code of Ordinances of the City of Bellaire, Texas, for the purpose of adding a new section to address regulations related to the placement of small cell network facilities in residentially zoned districts - Submitted by ChaVonne Sampson, Interim Director of Development Services.

3. Items for Individual Consideration:

- a. Consideration of and possible action on a recommendation from the Building and Standards Commission to direct the City Manager to forego the current approach to install 5 foot wide sidewalks in residential areas, until such time that the matter can be further addressed by the City Engineer and appropriate consultants - Submitted by David R. Montague, Council Member, on behalf of the Building and Standards Commission.

- b. Consideration of and possible action on a request from the Public Works; Parks, Recreation, and Facilities; and Police Departments for City Council approval to purchase fourteen (14) vehicles, and authorizing the City Manager of the City of Bellaire, Texas to execute, for and on behalf of the City of Bellaire, Texas, any and all necessary documentation associated with the purchase of six (6) Ford F-150 trucks, three (3) Ford F-250 trucks, two (2) Ford Interceptor SUVs, and one (1) Ford Interceptor Sedan from Sam Pack's Five Star Ford in the amount of \$345,961.00; one (1) Chevrolet Tahoe from Caldwell County Chevrolet in the amount of \$35,063.00; and one (1) Ford F-250 truck from Silsbee Ford in the amount of \$31,685.00 – Submitted by Shawn Cox, Administrative Services Manager, City Manager's Office.

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

It is the intent of this item to provide members of the City Council the opportunity to make a report about items of community interest, which may include expressions of thanks, congratulations, or condolence; information regarding holiday schedules; honorary recognition of City officials, employees, or other citizens or entities; reminders of upcoming events sponsored by the City or another entity that is scheduled to be attended by a City official or City employee; and announcements involving an imminent threat to the public health and safety of people in Bellaire that has arisen after the posting of the agenda.

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

See Texas Government Code, Chapter 551, Open Meetings Act, Section 551.0415.

G. Adjourn.

III. CLOSED MEETING

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

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

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

Retire into closed meeting pursuant to the *Texas Government Code, Chapter 551, Open Meetings Act, Section 551.071, Consultation with Attorney; Closed Meeting*, to seek advice on legal matters related to the Linbeck construction contract; and

Continue pursuant to the *Texas Government Code, Chapter 551, Open Meetings Act, Section 551.074, Personnel Matters; Closed Meeting*, to deliberate the evaluation of the City Attorney of the City of Bellaire, Texas.

D. Reconvene in Open Meeting in the Council Chamber:

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

E. Adjourn.



**SCHEDULED
ACTION ITEM (ID # 2379)**

Item Title:

Public hearing on an application filed by John Parker, executor of the estate of Virginia W. Bohn, owner of the property at 5217 Palmetto, for and on behalf of the estate and Johnnie D. Smith, owner of the property at 5221 Palmetto, for an amendment to the Official Zoning District Map to re-zone said properties from their current designation of R-4, Residential District, to R-5, Residential District, pursuant to Chapter 24, Section 24-603, Application for Amendment to Written Text or Official Zoning District Map of the City of Bellaire, Texas - Submitted by ChaVonne Sampson, Interim Director of Development Services.

Background/Summary:

This public hearing is a request to amend the Official Zoning District Map for the properties located at 5217 & 5221 Palmetto. The applicant seeks to re-zone the properties from their current designation of R-4, *Residential District*, to R-5, *Residential District*.

If the requested zoning change is granted, the R-5 Residential District would allow for the development of town homes, with the requirement of full zoning procedures/review before both the Commission and City Council; however, no site plan or housing development project is currently under consideration or review.

Site Details

Property Owners: Estate of Virginia W. Bohn and Johnnie & Fanella Smith
Applicant: John Parker, Executor of the Estate of Virginia W. Bohn

Location: 5217 & 5221 Palmetto

Legal Description: Lot Nine (9) and east one-half (1/2) of Lot Ten (10), in Block Forty-One (41), of the Town of Bellaire, an Addition in Harris County, Texas, According to the map or plat thereof, recorded in Volume 3, Page 59, of the Map Records of Harris County, Texas, together with the adjoining alley along the south property lines to the middle point thereof.

Lots Eleven (11) and Twelve (12) and west one-half (1/2) of Lot Ten (10), in Block Forty-One (41), of the Town of Bellaire, an Addition in Harris County, Texas, According to the map or plat thereof, recorded in Volume 3, Page 59, of the Map Records of Harris County, Texas, together with the adjoining alley along the south property lines to the middle point thereof.

Current Zoning: R-4 Residential
Requested Zoning: R-5 Residential
Future Land Use Map: General Residential

Notice Information:

Owners & Tenants of property within 500 feet: 142 letters mailed

Notification letters mailed: September 28, 2017

Legal Notice Published: September 26, 2017

Notification Signs Posted: December 2, 2017

Adjacent Base Zoning & Land Uses:

Direction: North

Current Base Zoning: R-5 Residential

Current Land Use: Town homes

Direction: East

Current Base Zoning: R-5 Residential

Current Land Use: Town homes

Direction: South

Current Base Zoning: R-4 Residential

Current Land Use: Single-Family Residential

Direction: West

Current Base Zoning: City of Houston

Current Land Use: Condos/Town homes

Future Land Use Map

The Future Land Use Map designates these properties as "General Residential," which "covers many of the core single-family residential neighborhoods with the City of Homes" but "allows for less openness and separation between homes than in the Suburban and Estate residential areas."

The applicant states that the "property owners' economic rights are diminished by being restricted to single-family dwellings while having town homes adjacent to the east and across the street." They go on to state that, "this proposed change would bring the property into conformity with the surrounding area and should not negatively impact the Comprehensive Plan."

City of Bellaire Code of Ordinances, Chapter 24, *Planning and Zoning*, Sections 24-533, *R-4 Residential* and 24-534, *R-5 Residential* are attached for your reference.

Recommendation:

This item is tentatively scheduled for consideration at City Council's January 22, 2018 Meeting.

ATTACHMENTS:

- 5217, 5221 Palmetto Application (PDF)
- P&Z Materials-Palmetto Re-zone (PDF)
- Sec. 24-533, 534-R-4, R-5 Residential District. (PDF)
- Zoning District Regulations (PDF)
- History of Townhome Development (PDF)

Application for Amendment to the City of Bellaire Official Zoning District Map:

(1) Applicant:

John Parker, executor of the estate of Virginia W. Bohn
5003 Tamarisk
Bellaire, TX 77401

CITY OF BELLAIRE
RECEIVED

JUN 22 2017

Property address:

5217 Palmetto
Bellaire, TX 77401

DEVELOPMENT SERVICES

- (2) This proposal is to amend the zoning for 5217 and 5221 Palmetto to R5.
- (3) Request revert zoning of these two properties to the original townhouse development to which they were originally platted. As presently zoned (now like properties on streets to the south) property owners' economic rights are diminished by being restricted to single family dwellings while having townhomes adjacent to the east and across the street. Reversion to the original zoning will re-establish economic value and bring it into conformity with the properties to the north and east. 5217 Palmetto has been publicly advertised for sale with the Houston Association of Realtors now for 285 days at a list price in keeping with other City of Bellaire single family lot value properties of similar square foot. The only serious interest thus far has come from potential buyers who would want to build homes with a common wall or patio-type homes.
- (4) This proposed change would bring the property into conformity with the surrounding area and should not negatively impact the comprehensive plan. As 5217 and 5221 Palmetto are at the west City limits then this rezoning cannot in any way impose inappropriate use on other Bellaire properties.
- (5) The street addresses of the proposed zoning changes are 5221 and 5217 Palmetto.

Applicant is the executor of the estate of Virginia W. Bohn, owner of 5217 Palmetto.

The property is currently zoned for single family homes.

5217 Palmetto is a $\pm 10,500$ sq. ft. lot and 5221 is a $\pm 17,500$ sq. ft. lot.

Legal description of land:

Lot Nine (9) and East one-half (1/2) of Lot Ten (10), in Block Forty-one (41), of THE TOWN OF BELLAIRE, an Addition in HARRIS County, Texas, according to the map or plat thereof, recorded in Volume 3, Page 59, of the Map Records of HARRIS County, Texas, together with the adjoining alley along the South property lines to the middle point thereof, as conveyed by the City of Bellaire by instruments filed under HARRIS County Clerk's File Nos. R309009 and S228250.

Attachment: 5217, 5221 Palmetto Application (2379 : 5217 & 5221 Palmetto Rezoning-PH)

Subject to any and all sanitary sewer, storm sewer and utility lines, which may lie within the boundaries of abandoned alleys, together all rights and interests of all utility companies incident thereto, together with the reservation by the City of Bellaire as contained in Quit Claim Deed dated February 6, 1995, filed for record under Clerk's File No. S228250 of the Real Property Records of HARRIS County, Texas.

Subject to the zoning ordinances now in force in the City of Bellaire, Texas

CITY OF BELLAIRE
RECEIVED
JUN 22 2017
DEVELOPMENT SERVICES

Attachment: 5217, 5221 Palmetto Application (2379 : 5217 & 5221 Palmetto Rezone-PH)

March 9, 2017

City of Bellaire
Planning and Zoning

CITY OF BELLAIRE
RECEIVED

JUN 22 2017

DEVELOPMENT SERVICES

To Whom It May Concern:

As executor of the estate of the property owner at 5217 Palmetto, I request an amendment to the current zoning for this property to match the majority of the block facing Palmetto as it is today. Our property under its current zoning is out of place with the properties to the east on the same block and across the street. There does not appear to be a demand for the property to be used as a single family house due to being almost surrounded by townhomes. Any and all parties showing any interest keep mentioning the need for zoning to allow townhomes or patio homes on smaller lots which are restricted by the present zoning. I have spoken with my neighbor at 5221 Palmetto and they do not object to the property being rezoned for townhomes.

Thank you in advance for your consideration of this rezoning request.



John Parker, Executor for the estate of Virginia W. Bohn
5217 Palmetto

Attachment: 5217, 5221 Palmetto Application (2379 : 5217 & 5221 Palmetto Rezoning-PH)



STAN STANART
COUNTY CLERK, HARRIS COUNTY, TEXAS
PROBATE COURTS DEPARTMENT

IN MATTERS OF PROBATE

PROBATE COURT NO. **Three (3)**

HARRIS COUNTY, TEXAS

{ DOCKET NO. **444905**

{ ESTATE OF: **FLORENCE VIRGINIA WALKER BOHN, DECEASED**

LETTERS TESTAMENTARY

Know all men by these presents that it is hereby certified:

1. On **JANUARY 20, 2016**, **JOHN T. PARKER** was duly appointed by order of said court as **INDEPENDENT EXECUTOR**, of the Last Will of **FLORENCE VIRGINIA WALKER BOHN, DECEASED**;
2. On **JANUARY 20, 2016**, said **INDEPENDENT EXECUTOR** qualified as the law requires;
3. Insofar as the records in my office show, said **INDEPENDENT EXECUTOR** is still acting in said capacity.

Witness my hand and seal of said court, at Houston, Texas, on January 20, 2016.

(SEAL)

STAN STANART, County Clerk
Probate Court No. Three (3)
201 Caroline, Room 800
Harris County, Texas

Angelina Castillo
Angelina Castillo
Deputy County Clerk

SS/ac

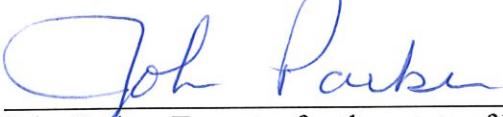
September 5, 2017

City of Bellaire
Planning and Zoning

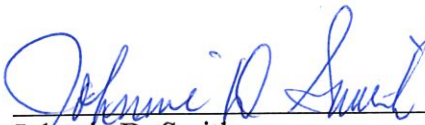
To Whom It May Concern:

We the property owners of 5217 and 5221 Palmetto request an amendment to the current zoning for these properties. Our properties are out of place with the properties to the east and across the street. The other properties in this neighborhood are townhouses and it is our belief that this rezoning will allow the properties to be more aligned with the zoning of the surrounding properties. The surrounding townhomes and proximity to the city line to the west will not impose inappropriate use on other Bellaire properties.

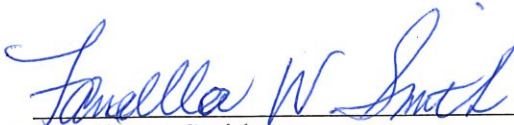
Thank you in advance for your consideration of this rezoning request.



John Parker, Executor for the estate of Virginia W. Bohn
5217 Palmetto



Johnnie D. Smith
5221 Palmetto



Fanella W. Smith
5221 Palmetto

Attachment: 5217, 5221 Palmetto Application (2379 : 5217 & 5221 Palmetto Rezoning-PH)

475	59	59	60.5
11	10	9	
5304 -0011	5302 -0010	5300 -0009	
59	59	60.5	

WAZA PALMETTO ST

59	60.5
1	1
5303 -0001	-0001
60.5	60.5
2	2
5303 -0002	-0002
60.5	60.5

PALMETTO TOWNHOMES

002-0001 THRU 002-0012

RIS CONDO REGIME

117-486

003-0013 THRU 003-0018

004-0019 THRU 004-0024

COMMON AREA

6A

6426
-0006

16

6426
-0006

6-0008

238

237.5

244

GULFTON AREA MMD

244

244

244

244

244

244

WOODLAWN DRIVE TRENTON PLACE

430043	44-0044	45-0045	46-0046	47-0047	48-0048	49-0049	50-0050	51-0051	52-0052	53-0053	54-0054
28	22	22	22	22	22	22	22	22	22	22	32

MEREDITH DRIVE

42	41	40	39	38	37	36	35	55-0055	56-0056	57-0057	58-0058	59-0059
32	22	22	22	22	22	22	22	28.6	28.6	28.6	28.6	38

105-566

34	33	32	31	30
-0034	-0033	-0032	-0031	
22	22	22	22	22

60-0060	61-0061	62-0062	63-0063	64-0064	65-0065	66-0066	67-0067	68-0068	69-0069
28.6	28.6	28.6	28.6	38	28.6	28.6	28.6	28.6	38

PALMETTO SQUA

101-433

12	11	10	10A	9	L	K	J	I	H
50	50	25	25	50	23	18	18	18	23
5221 -0010	5217 -0009				5205 -0012	5205 -0011	5205 -0010	5205 -0009	5205 -0008
135	135				135	135	135	135	135
50	50	25	25	50	23	18	18	18	23

G	F	E	D	C	B	A	3
35	18	20	18	18	18	23	50
5205 -0007	5205 -0006	5205 -0005	5205 -0004	5205 -0003	5205 -0002	5205 -0001	5203
135	135	135	135	135	135	135	135
35	18	20	18	18	18	23	50

13	14A-1	14A	16	17	18
50	50	50	50	50	50
5222 -0013	5220 -0025	5218 -0015	5216 -0016	5214 -0017	5212 -0018
145	155	155	145	145	145
50	50	50	50	50	50

19	20A
50	100
5210 -0019	5206 -0020
145	155
50	100

5218 BEECH AMEND

007-055

BELLAIRE AVE

007-055

12	11	10	9	8	7
50	50	50	50	50	50
5223 -0012	5221 -0011	5219 -0010	5217 -0009	5215 -0008	5213 -0007
135	135	135	135	135	135
50	50	50	50	50	50

6	5	4	3
50	50	50	50
5211 -0006	5209 -0005	5207 -0004	5205
135	135	135	135
50	50	50	50

13	14	15	16	17	18
50	50	50	50	50	50
5222 -0013	5220 -0014	5218 -0015	5216 -0016	5214 -0017	5212 -0018
125	125	125	125	125	125
50	50	50	50	50	50

19	20	21	22
50	50	50	50
5210 -0019	5208 -0020	5206 -0021	5204
125	125	125	125
50	50	50	50


Attachment: 5217, 5221 Palmetto Application (2379 : 5217 & 5221 Palmetto Rezoning-PH)



CITY OF BELLAIRE

Planning and Zoning Commission

November 9, 2017

To: Mayor and City Council
 From: Dirk Stiggins Chairman, Planning & Zoning Commission 
 CC: ChaVonne Sampson, Interim Director of Development Services
 Subject: Report and Recommendation on proposed zoning amendment at 5217 & 5221 Palmetto

On October 12, 2017, the Planning & Zoning Commission held a public hearing on a proposed amendment to the City's Official Zoning District Map, to re-zone the properties at 5217 and 5221 Palmetto from their current designation of *R-4, Residential District*, to *R-5, Residential District*, pursuant to Chapter 24, Section 24-603, *Application for Amendment to Written Text or Official Zoning District Map* of the City of Bellaire, Texas.

Notifications regarding the public hearing were mailed out to all addresses within 500 feet of the property. Any and all persons desiring to be heard in connection with the proposed code amendments were invited to speak before the Commission.

One (1) resident spoke during the public hearing, their concerns were:

- A higher density development and increase in lot coverage would add to the issue of flooding

One (1) written comment was submitted opposing the application, which stated the following:

- "Oppose re-zoning from R-4 to R-5. Created nice residential/opposes multi-family"

No additional comments were received after closure of the public hearing.

Concerns voiced by the Commissioners were as follows:

- Why were these properties not included in the townhome development that surrounds them on the north and east?
- Could this be considered "spot zoning"?
- What are the differences between the R-4 and R-5 Zoning Districts?

CONSIDERATION

Information was provided to the Commission regarding the history of the surrounding townhome development and speculation as to why 5217 and 5221 Palmetto were not included in the project. During discussion, it was noted that the current request before the Commission was simply to re-

zone the two properties from one residential designation (R-4) to another (R-5). The Commission was provided with a copy of the standard zoning regulations for the R-4 and the R-5 Zoning Districts, which showed that the minimum size, setbacks, and lot coverage requirements are the same for both districts. However, approval of the re-zone to the R-5 Zoning District would allow an application for a residential planned development to be submitted. The Commission found that the request is supported by Goal 2.2 of the City's Comprehensive Plan, which refers to the necessity to accommodate for "life-cycle" housing and to "spur redevelopment in under-utilized areas of the community through promotion of alternative housing types." It was also mentioned that the Future Land Use Map simply calls this area out as "General Residential," which neither supports nor opposes the request to re-zone. Attorney Petrov addressed the Commissioners' concerns regarding spot zoning by stating that it occurs when a property is re-zoned to a district that is not compatible with the surrounding area, and therefore, would not be a factor in this case.

RECOMMENDATION

At the Commission's November 9, 2017 meeting, and after due consideration and discussion, the Commission felt that the re-zoning of 5217 and 5221 Palmetto was appropriate, and voted 5-0-1 to recommend approval of the proposed amendment to the Official Zoning District Map to City Council.

VOTE OF THE COMMISSION

Members present and voting FOR this recommendation to City Council:

Mike Axelrad, Ross Gordon, Jonathan Saikin, Dirk Stiggins, Weldon Taylor

Members present and voting AGAINST this recommendation to City Council:

None.

Members that recused themselves:

Marc Steinberg

Members Absent:

Lynne Skinner

V. PUBLIC HEARINGS

Docket # Z-2017-03-Public Hearing on an application filed by John Parker, executor of the estate of Virginia W. Bohn, owner of the property at 5217 Palmetto, for an amendment to the Official Zoning District Map to re-zone the properties at 5217 and 5221 Palmetto from their current designation of R-4, Residential District, to R-5, Residential District, pursuant to Chapter 24, Section 24-603, Application for Amendment to Written Text or Official Zoning District Map of the City of Bellaire, Texas.

1. Presentation of the Public Hearing Process

Ms. Sampson introduced the public hearing process.

2. Presentation by the Applicant

John Parker, Executor of the Estate of Virginia Bohn, owner of 5217 Palmetto-

Mr. Parker explained that the properties at 5217 and 5221 Palmetto were left an "island" when the neighboring properties were allowed to be turned into a townhome development, and because of this, the request could not be considered "spot zoning." He added that everyone that he had spoken with regarding the properties at 5217 and 5221 thought that they were included in the re-zoning request for the townhome development adjacent to these properties. Mr. Parker stated the property has been marketed as a single-family property at lot value for the last several months and the only interest has been with "multi-family housing." He felt that the present zoning classification of single-family is creating an economic hardship for the estate. Mr. Parker mentioned that Bellaire is in need of alternative housing types for seniors and other individuals who would like to live in Bellaire, but want to down size. He pointed out that any future redevelopment would require the flood detention requirements that the townhomes adjacent to the properties and across the street do not have. He stated that he doesn't feel that this re-zoning would create a burden due to the fact that most of the surrounding properties are already zoned for townhouse development. Mr. Parker provided the Commission with a copy of the application information, as well as a map of the properties in question.

Mike Livingston-Mr. Livingston explained that he is the real estate agent that is representing the property at 5217 Palmetto. He informed the Commission that the surrounding townhomes were developed in the 70's, but that these two lots were left out. He clarified that the term "multi-family" housing, which was used by the property owner, is not correct. He explained that the term "multi-family" is used when dealing with apartment complexes and this would not be developed as apartments, but rather townhomes or "single-family attached." He then gave examples of the sizes of townhomes in the surrounding area, and how many units could be put on the two properties in question, based on their lot size. Mr. Livingston stated that the lots at 5217 and 5221 Palmetto are 75 feet by 135 feet, and 125 feet by 135 feet, respectively, which could easily accommodate two townhouses on each.

3. Staff Findings

Ms. Sampson informed the Commission that the applicant is requesting to amend the Official Zoning District map for the properties at 5217 and 5221 Palmetto from the current designation of R-4 Residential, to the R-5 Residential District. She stated that if this request is granted, it would allow for the development of townhomes through the planned development process, and would come before the Commission and City Council for approval. She stated that discussions on the size and number of townhomes would

take place at that time. Ms. Sampson mentioned that there is a minimum acreage that is required in order for a property to apply for a planned development, which these do not meet. However, the fact that the lots are surrounded by townhome developments causes them to be eligible.

4. Public Comments

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

Chairman Stiggins read a written comment into the record from a Mr. Steve Williams:

"Oppose re-zoning from R-4 to R-5. Created nice residential/opposes multi-family"

Lynn McBee-Ms. McBee stated that she remembers the creation of the townhome development adjacent to the properties in question, and that it was supposed to be "discreet" and specifically located. She added that the two properties are a total of 28,000 square feet, which could produce an about 5-6 townhome units. Ms. McBee felt that the fact that there are townhomes located across the street in the City of Houston is not a proper comparison due to the fact that the City of Houston has no zoning. She also mentioned that the lot coverage and various other standards would dramatically change, assuming approval of the request, which would increase the density on the two lots. She stated that for this reason she opposes the application. Ms. McBee informed the Commission that it is their job to evaluate the zoning and its underlying principles so that people who bought into properties are not surprised by sudden changes that they believe are inappropriate. She reiterated that the properties would still require a planned development to allow for townhomes, and felt that it was not appropriate for the Commission to consider this application without a specific project attached to it. She suggested that the Commission deny the request and require the applicant to come back in the future and re-apply.

5. Response of Applicant

Mr. Parker stated that the request at this point is simply to re-zone the two properties from one residential designation to another residential designation in order to allow for the redevelopment of the property. He stated that it is currently uninhabitable.

Mr. Livingston added that the property has been on the market for 13 months at fair market value, or \$54/square foot. He reiterated that the only interest is with townhome development, and agreed with Mr. Parker's comment that there are people looking for more ways to stay in Bellaire. Mr. Livingston pointed out that during the planned development process flood retention would be required.

6. Questions from the Commission

Commissioner Axelrad stated that it sounds a lot like "spot zoning" to him and suggested that the Commission might need to take a broader look at the whole area, maybe through a change in the Comprehensive Plan. He questioned why there were properties on either side that were left out of the townhome development, and stated that he feels as though this was not done by happenstance.

Ms. Sampson informed the Commission that staff has been doing some research to try and find the history on how the townhome development came to be and why only certain properties were included in the development. She added that so far nothing has been found to shed any light on the matter. Ms. Sampson assured the Commission that staff will continue to search and will hopefully have more information for them at their next meeting.

Commissioner Gordon asked for clarification on whether or not the property owner at 5221 Palmetto was in fact in favor of the application, and whether that individual was present.

The property owner of 5221 was in attendance and confirmed that he is in favor the re-zoning request.

Commissioner Gordon asked what criteria is looked at by the City or Commission when determining whether to approve or deny a planned development application.

Ms. Sampson stated that she would have that information for the Commission's next meeting.

Commissioner Taylor asked if the economic impact on the application a consideration for this Commission.

Attorney Petrov stated that the Commission can consider it, however, it may not be their guiding consideration.

Commissioner Taylor stated that he would also be interested in knowing the history of the properties.

7. Invitation for Written Comments, if applicable

Staff informed the public that written comments on the application will be accepted until Wednesday, November 1st.

8. Closure of the Public Hearing

Motion: a motion was made by Commissioner Skinner and seconded by Commissioner Axelrad to close the public hearing.

Vote: the motion carried on a unanimous vote of 7-0.

The public hearing closed at 6:37 PM.

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

There was no current business.

VII. COMMITTEE REPORTS

There were no committee reports.

VIII. CORRESPONDENCE

There was no correspondence.

IX. REQUESTS FOR NEW BUSINESS, ANNOUNCEMENTS AND COMMENTS

comments during public hearings should list the names of the speakers, and felt that they should be called separately based on whether they support or oppose the application.

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

- A. Docket #Z-2017-03-Consideration of an application filed by John Parker, executor of the estate of Virginia W. Bohn, owner of the property at 5217 Palmetto, for an amendment to the Official Zoning District Map to re-zone the properties at 5217 and 5221 Palmetto from their current designation of R-4, Residential District, to R-5, Residential District, pursuant to Chapter 24, Section 24-603, Application for Amendment to Written Text or Official Zoning District Map of the City of Bellaire, Texas.

Ms. Sampson explained that staff was able to find some minutes from the late 60's dealing with the creation of the town home development on Palmetto, and that those were included in their packet. She added that in reading the minutes, one can speculate that the reason the two properties in question were not included in the development is due to the fact that they were not available for purchase by the developer at that time. She then reiterated that this request is simply to re-zone 5217 and 5221 Palmetto from R-4 to R-5 Zoning, which due to the size of the lots, would have no impact on the standard zoning regulations for the properties. Ms. Sampson reviewed staff's recommendation with the Commission stating that the Comprehensive Plan's Future Land Use Map calls these properties out as "General Residential," which neither supports nor opposes the request and that because of this, staff does not oppose the granting of the application.

Commissioner Taylor mentioned that Goal 2.2 of the Comprehensive Plan refers to allowing for greater housing choices in Bellaire to accommodate for "lifecycle needs," and "spurring redevelopment in under-utilized areas of the community through promotion of alternative housing types." He stated that he feels as though this supports the request. Commissioner Taylor then mentioned that the term "spot zoning" has been referred to several times regarding this application and asked Attorney Petrov to explain why this would not come into play in this case.

Attorney Petrov stated that spot zoning takes place when a property is re-zoned to a zoning district that is incompatible with its surroundings. In this case, due to the fact that the properties are bordered on three sides by R-5 zoning, the re-zone would not be in appropriate.

Commissioner Gordon stated that he had taken a look at the zoning map to determine if there are any other properties within the City of Bellaire that are in a similar position. He added that these seem to be one of the only instances where properties have been left out of the surrounding zoning. He then mentioned the two properties on the other end of Palmetto that were also left out of the development and asked if they would be given the same opportunity to come before the Commission to request a re-zone.

Ms. Sampson confirmed that based upon the situation and the surrounding zoning, those properties would be given the same opportunity.

RESULT:	APPROVED [5 TO 0]
MOVER:	Weldon Taylor, Commissioner
SECONDER:	Mike Axelrad, Commissioner
AYES:	Saikin, Axelrad, Gordon, Taylor, Stiggins
ABSENT:	Skinner
RECUSED:	Steinberg

- B. Approval of the Commission's Report and Recommendation to City Council regarding the request to re-zone the properties at 5217 & 5221 Palmetto.

Staff informed the Commission that a draft had been prepared and could be revised by the Commission as it deems necessary.

The Commissioners asked that the comment regarding the Comprehensive Plan be added.

Staff assured the Commission that a paragraph for consideration would be added that would detail the Commission's discussion.

RESULT:	ADOPTED AS AMENDED [5 TO 0]
MOVER:	Mike Axelrad, Commissioner
SECONDER:	Weldon Taylor, Commissioner
AYES:	Saikin, Axelrad, Gordon, Taylor, Stiggins
ABSENT:	Skinner
RECUSED:	Steinberg

VI. COMMITTEE REPORTS

There were no committee reports.

VII. CORRESPONDENCE

There was no correspondence.

VIII. REQUESTS FOR NEW BUSINESS, ANNOUNCEMENTS AND COMMENTS

- A. Staff liaison report on the status of projects previously addressed by the commission as well as projects for future meetings.

Ms. Sampson reminded the Commission that there will be a training session on Thursday, November 16th. She added that during the training, staff will have a conversation with the Commission on the topics that have been brought forward as new business items. Ms. Sampson stated that during that time, staff would like for the Commissioners to determine which of the topics are priorities and which can be put to the side for the time being. She informed the Commission that the items on that list are as follows:

1. Potential changes to the Bellaire Boulevard Estate Overlay District
2. Regulations regarding parking garages in commercial zoning districts
3. The incorporation of the Beautification Master Plan into the Comprehensive Plan
4. The Commission's participation in the Floodplain Mitigation Plan

- B. The Chairman shall recognize any Commissioner who wishes to bring New Business to the attention of the Commission. Consideration of New

Sec. 24-533. - R-4 Residential District.

A. *Purpose.* The R-4 Residential District is a medium density residential area characterized by the zoning requirements set forth in this Section.

B. *Uses.*

(1) *Permitted uses:*

- a) Single-family dwellings;
- b) Public parks; and
- c) Utilities:
 - 1) Local utility distribution lines;
 - 2) Telephone lines and related cross connecting points;
 - 3) Accessory uses, subject to the requirements of Section 24-510;
- d) Home occupations, subject to the requirements of Section 24-517;
- e) Facilities owned and maintained by the City; and
- f) Deleted. (Ord. No. 89-009, § 1, 3-6-1989)

(2) *Specific uses:*

- a) Schools; and
- b) Churches. (Ord. No. 81-067, § 3, 1981)

C. *Standard regulations:*

(1) *Residential structures.*

a) *Size and area:*

- 1) *Minimum lot area:* 5,000 square feet;
- 2) *Maximum lot coverage:* For lots having an area equal to or less than seven thousand (7,000) square feet: Sixty (60) percent of lot area. Maximum lot coverage for lots having an area greater than seven thousand (7,000) square feet: the greater of four thousand two hundred (4,200) square feet or fifty-five (55) percent of lot area. (Ord. No. 89-009, § 1, 3-6-1989; Ord. No. 07-074, § 2(Exh. A), 12-3-2007)
- 3) *Minimum lot depth:* 100 feet;
- 4) *Maximum building height:* 2½ stories not to exceed twenty-five (25) feet to the top plate of the second story and thirty-five (35) feet six (6) inches at any ridge pole. Height measurements shall be from the top of the lowest level of the top of the foundation of the heated or air conditioned building enclosed within the outer walls of the structure. Cooling towers, chimneys, radio and television antennas, and vent stacks may extend to a height not to exceed forty (40) feet above the average level of the base of the foundation of the building. Radio communication antennas for non-commercial service may not exceed sixty (60) feet above the average level of the base of the foundation of the building. (Ord. No. 01-006, § 4(24-533C(1)(a)4), 1-15-2001; as amended by Ord. No. 04-034, § 2(24-533C(1)(a)4), 6-7-2004)
- 5) *Minimum floor area per dwelling unit:* 1,100 square feet;
- 6) *Minimum required yards:*
 - a. *Front yard:* Twenty-five (25) feet;

- b. *Side yard:* Eight (8) feet for lots having a width greater than ninety (90) feet and six (6) feet for lots having a width greater than seventy (70) feet and equal to or less than ninety (90) feet and five (5) feet for lots having a width less than seventy (70) feet, provided that on a corner lot, both street exposures shall be treated as front yards on all lots platted after the date of enactment of this chapter, except that where one street exposure is designated as a side yard by a building line shown on a plat approved by the Planning and Zoning Commission, containing a side yard of ten (10) feet or more, the building line provisions on the plat shall be observed. On lots which were official corner lots of record prior to the date of enactment of this chapter, the minimum side yard adjacent to the side street shall be ten (10) feet. For any accessory structure, there shall be a side yard of not less than three (3) feet from any interior side lot line which such accessory structure is located in the rear of the lot (which is to the rear of a line connecting the midpoints of the two opposite side lot lines). When any part of an accessory structure is located in front of the line connecting the two midpoints of the two opposite side lot lines, then the same side yard as specified for the main building is required; (Ord. No. 81-006, § 6, 2-23-1981; Ord. No. 89-009, § 1, 3-6-1989; Ord. No. 07-074, § 2(Exh. A), 12-3-2007)
 - c. *Architectural features:* the outermost point of architectural features (roof eaves, fireplaces and/or chimneys or bay windows, excluding fireplaces which are attached to the ground) projecting from the side building line shall be a minimum of three (3) feet from the side property line. No other projection from the side building line shall be permitted. (Ord. No. 91-012, § 19, 3-4-1991)
 - d. *Rear yard:*
 - 1. For the main residential structure, ten (10) feet from the rear property line;
 - 2. For any accessory structure, five (5) feet from the rear property line;
 - 3. In computing rear yard, all measurements shall be made from the rear property line as shown on the plat properly filed for record in the office of the County Clerk of Harris County, Texas. (Ord. No. 91-012, § 9, 3-4-1991)
- 7) *Maximum lot coverage:* 60 percent of lot area. (Ord. No. 89-009, § 1, 3-6-1989)
- b) *Parking.* Two (2) on-site spaces per dwelling unit, subject to the requirements of Section 24-514.
- (2) *Nonresidential structures.*
- a) *Reserved.*
 - b) *Reserved.*

(Ord. No. 82-020, § 19, 3-29-1982; Ord. No. 07-074, § 2(Exh. A), 12-3-2007; [Ord. No. 14-041, § 1, 8-18-2014](#))

Sec. 24-534. - R-5 Residential District.

- A. *Purpose.* The R-5 Residential District is a medium to upper medium density residential area characterized by the zoning requirements set forth in this Section.
- B. *Uses:*
- (1) *Permitted uses:*
 - a) Single-family dwellings;
 - b) Public parks;
 - c) Utilities:
 - 1) Local utility distribution lines;
 - 2) Telephone lines and related cross connecting points;
 - d) Accessory uses, subject to the requirements of Section 24-510;
 - e) Home occupations, subject to the requirements of Section 24-517;
 - f) Facilities owned and maintained by the City; and
 - g) Planned Development: Residential.
 - (2) *Specific uses:*
 - a) Schools; and
 - b) Churches. (Ord. No. 81-067, § 4, 1981)
- C. *Standard regulations:*
- (1) *Residential structures:*
 - a) *Size and area:*
 - 1) *Minimum lot area:* 5,000 square feet;
 - 2) *Minimum lot width:* 50 feet;
 - 3) *Minimum lot depth:* 100 feet;
 - 4) *Maximum building height:* 2½ stories not to exceed twenty-five (25) feet to the top plate of the second story and thirty-five (35) feet six (6) inches at any ridge pole. Height measurements shall be from the top of the lowest level of the top of the foundation of the heated or air conditioned building enclosed within the outer walls of the structure. Cooling towers, chimneys, radio and television antennas, and vent stacks may extend to a height not to exceed forty (40) feet above the average level of the base of the foundation of the building. Radio communication antennas for non-commercial service may not exceed sixty (60) feet above the average level of the base of the foundation of the building. (Ord. No. 01-006, § 5(24-534C(1)(a)4), 1-15-2001; as amended by Ord. No. 04-034, § 2(24-534C(1)(a)4), 6-7-2004)
 - 5) *Minimum floor area per dwelling unit:* 1,100 square feet;
 - 6) *Minimum required yards:*
 - a. *Front yard:* Twenty-five (25) feet;
 - b. *Side yard:* Eight (8) feet for lots having a width greater than ninety (90) feet and six (6) feet for lots having a width greater than seventy (70) feet and equal to or less than ninety (90) feet and five (5) feet for lots having a width of less than

seventy (70) feet, provided that on a corner lot, both street exposures shall be treated as front yards on all lots platted after the date of enactment of this chapter, except that where one street exposure is designated as a side yard by a building line shown on a plat approved by the Planning and Zoning Commission, containing a side yard of ten (10) feet or more, the building line provisions on the plat shall be observed. On lots which were official corner lots of record prior to the date of enactment of this chapter, the minimum side yard adjacent to the side street shall be ten (10) feet.

For any accessory structure, there shall be a side yard of not less than three (3) feet from any interior side lot line when such accessory structure is located in the rear of the lot (which is to the rear of a line connecting the midpoints of the two opposite side lot lines). When any part of an accessory structure is located in front of the line connecting the two midpoints of the two opposite side lot lines, then the same side yard as specified for the main building is required; (Ord. No. 81-006, § 6, 2-23-1981; Ord. No. 89-009, § 1, 3-6-1989; Ord. No. 07-074, § 2(Exh. A), 12-3-2007)

- c. *Architectural features:* the outermost point of architectural features (roof eaves, fireplaces and/or chimneys or bay windows, excluding fireplaces which are attached to the ground) projecting from the side building line shall be a minimum of three (3) feet from the side property line. No other projection from the side building line shall be permitted; (Ord. No. 91-012, § 20, 3-4-1991)
- d. *Rear yard:*
 - 1. For the main residential structure, ten (10) feet from the rear property line;
 - 2. For any accessory structure, five (5) feet from the rear property line; and
 - 3. In computing rear yard, all measurements shall be made from the rear property line as shown on the plat properly filed for record in the office of the County Clerk of Harris County, Texas. (Ord. No. 91-012, § 10, 3-4-1991)

7) *Maximum lot coverage:* 55 percent of lot area. (Ord. No. 89-009, § 1, 3-6-1989)

- b) *Parking.* Two (2) on-site spaces per dwelling unit, subject to the requirements of Section 24-514.

(2) *Nonresidential structures:*

- a) *Reserved.*
- b) *Reserved.*

D. *Planned Development: Residential.* Planned developments may be approved in this District under the amendatory procedures of this chapter, subject to the following restrictions and limitations.

(1) *Size and area:*

- a) *Project area:* A planned development in an R-5 Residential District shall have a minimum site of two (2) acres except in the event that a site of less than two (2) acres is bounded on two or more sides by town homes. In the latter instance the minimum size and area shall be that which is designated on the approved plat of the planned development. In either event the project area shall have a minimum average equivalent lot size of 5,000 square feet; (Ord. No. 82-020, § 20, 3-29-1982)
- b) *Maximum building height:* 2½ stories, except that cooling towers, roof gables, chimneys, radio and television antennas and vent stacks may extend for an additional height, the total not to exceed forty (40) feet above the average level of the base of the foundation of the building. Radio communications antennas for non-commercial service may not exceed sixty (60) feet above the average level of the base of the foundation of the building;

c) *Minimum floor area per dwelling unit:* 1,550 square feet;

d) *Building lines:*

- 1) The front building line shall be set back a minimum of ten (10) feet from any new street right-of-way dedicated as part of the planned development district, except that in no case shall required parking obstruct pedestrian flow on the required sidewalk;

The front building line facing an existing public street shall be set back from the public street right-of-way a minimum distance, which shall be determined by computing the average distance between the outermost surface of the existing main buildings on the two (2) abutting lots and the edge of the public street right-of-way.

In the event that the front building line faces a court, as that term is defined herein, there shall be a minimum separation between front building lines of forty (40) feet with at least ten (10) feet of yard space from the front of the building to the property line and twenty (20) feet for a public utility easement, for pedestrian access as well as utilities between the property lines;

- 2) No building line of any structure within the planned development district shall be located any closer than six (6) feet from the side lot line of any residential lot adjacent to the planned development district. In the event that any portion of the planned development site includes a corner lot, no such building line shall be located any closer than ten (10) feet to the right-of-way of the adjacent side street, designated as such on the approved plat of the planned development. Within the interior of the planned development district, zero lot lines are permitted for adjacent residential units; but in the event that the main residential units are separated, a minimum of eight (8) feet must be maintained between units;
- 3) No building line of any structure within the planned development district shall be located any closer than ten (10) feet to the rear lot line of any adjacent residential lot;
- 4) No contiguous building lines of structures having zero lot lines shall exceed two hundred (200) linear feet; and
- 5) In no case shall any building line of any structure within the planned development district be located nearer than ten (10) feet to the street right-of-way of Bellaire Boulevard.

f) *Maximum site coverage:* 60 percent of site area.

- (2) *Parking and driveways.* Each home within the planned development district shall have a two (2) car garage; driveways shall be of such design as to accommodate two (2) vehicles totally on site. Within the planned development district, two (2) garages of neighboring dwelling units may share a common wall on a common lot line so long as the required eight (8) foot minimum distance is maintained between separated main residential structures;
- (3) *Screening.* Screening shall be required between the planned development district and abutting property in commercial use, according to the specifications set forth in Section 24-513 of Division 1 of this Article;
- (4) *Landscaping.* In addition to that landscaping which may be an integral part of the screening herein required, landscaping shall also be required for the purpose of providing an acceptable transition between the planned development district and surrounding lower density residential development.

(Ord. No. 07-074, § 2(Exh. A), 12-3-2007; [Ord. No. 14-041, § 1, 8-18-2014](#))

CITY OF BELLAIRE
STANDARD ZONING REGULATIONS

NOTE: THE BUILDER IS RESPONSIBLE FOR CHECKING FOR DEED RESTRICTIONS

	R-1	R-3	R-4	R-5
MINIMUM LOT AREA	14,000 SQ. FT.	7,400 SQ. FT.	5,000 SQ. FT.	5,000 SQ. FT.
MINIMUM LOT WIDTH	80 FT.	60 FT.	50 FT.	50 FT.
MINIMUM LOT DEPTH	125 FT.	100 FT.	100 FT.	100 FT.
MAXIMUM BUILDING HEIGHT	2 ½ STORIES *****	2 ½ STORIES*****	2 ½ STORIES*****	2 ½ STORIES*****
MINIMUM FLOOR AREA	1,600 SQ. FT.	1,250 SQ. FT.	1,100 SQ. FT.	1,100 SQ. FT.
FRONT YARD SETBACK	50 FT.	30 FT.	25 FT.	25 FT.
SIDE YARD SETBACK Main Structure & Attached Accessory Structure	8 FT.	6 FT. (LOTS <= 90' WIDTH) 8 FT. (LOTS > 90' WIDTH)	5 FT. (LOTS < 70' WIDTH) 6 FT. (LOTS > 70' WIDTH & EQUAL TO OR < 90' WIDTH) 8 FT. (LOTS > 90' WIDTH)	5 FT. (LOTS < 70' WIDTH) 6 FT. (LOTS > 70' WIDTH) 8 FT. (LOTS > 90' WIDTH)
SIDE YARD SETBACK FOR:				
ARCHITECTURAL FEATURES (BAY WINDOW, ROOF EAVES)**	3 FT.	3 FT.	3 FT.	3 FT.
DETACHED ACCESSORY STRUCTURE***				
CORNER LOT	10' ON SIDE ST.	10' ON SIDE ST.	10' ON SIDE ST.	10' ON SIDE ST.
INTERIOR LOT	3 FT.	3 FT.	3 FT.	3 FT.
DRIVEWAY	2 FT.	2 FT.	2 FT.	2 FT.
REAR YARD SETBACK HOUSE and ATTACHED ACCESSORY STRUCTURE***	10 FT.	10 FT.	10 FT.	10 FT.
DETACHED ACCESSORY STRUCTURE***	5 FT.	5 FT.	5 FT.	5 FT.
MAXIMUM LOT COVERAGE*****	55%	55%	LOTS < OR EQUAL TO 7000 SF : 60% LOTS > THAN 7000 SF: 4200 SF OR 55%	55% 60% on Planned Dev
ON-SITE PARKING PER DWELLING UNIT	2	2	2	2

*Exception – TV antennas 40 ft. & radio communication antennas 60 ft. from top of natural grade

** Fireplaces and Balconies are not architectural features

***Accessory structures include storage buildings, garages, and swimming pools

****Anything placed on a lot: house/garage footprint, driveways, sidewalks, patios, paved decks, (50%wooden decks), storage buildings

*****Maximum ridge height 35'-6" from top of lowest air-conditioned floor – second story top plate maximum 25 ft.

4.2011

Council Minutes
November 1, 1967

The regular meeting of the Bellaire City Council was held in the Council Room of the City Hall, 308 South Rice Avenue, at 7:00 P.M. on November 1, 1967.

Present: Mayor Rouse, Councilmen Kelly, Geyer, Watts, Holmes, Carl and Webster, City Manager Summers, City Attorney Strong and City Clerk Gallagher.

The meeting was called to order by Mayor Rouse and a passage of scripture was read by Councilman Geyer. The minutes of the last regular meeting of October 16 were approved as submitted by a motion made by Councilman Kelly, seconded by Councilman Geyer and carried; all Councilmen voting favorable with the exception of Councilman Holmes, who had been absent from the October 16th meeting.

ZONING - TOWNHOUSES - BROUSSARD

A letter was read by Mayor Rouse from Mr. W. C. Broussard, asking for a joint hearing before the Planning and Zoning Commission and the City Council for the purpose of erecting townhouse units, both for sale and for rent on the following properties: The rental townhouse units at 5100 Linden and 5122-24 Linden. Those for sale on Lots 4 through 8, Block 41, which is on the south side of 4900 block of Palmetto.

City Attorney Strong stated that before a joint hearing could be held by these two bodies over this request for rezoning, there must be a preliminary hearing held before the Planning Commission and then a report must be given to the Council on their findings. He also stated that there was nothing in this communication which indicated or showed that Mr. Broussard was the owner of this property or that he had an option to buy the proposed land on which he wished to erect the townhouse units.

Mr. Broussard, being present, was asked why he had changed pieces of property from the ones discussed at a preliminary meeting with the Planning Commission. He stated that he had been unable to buy that land, but that he had put down earnest money and had an option on the land stated in his letter of request.

After further discussion, Councilman Carl made the motion, seconded by Councilman Geyer, that the matter be referred to the Planning Commission for their consideration and this motion carried unanimously.

CITY MANAGER'S EMPLOYMENT EXTENDED

Mr. Gary Summers, who has been the City Manager for the City of Bellaire for the last 14 years and upon November 5th would reach the age of 65, which would automatically, according to the pension plan for the city, call for his retirement, was asked to remain as City Manager. City Attorney Strong presented an ordinance calling for the continued employment of Mr. Summers as City Manager for the City of Bellaire. Councilman Watts made the motion, seconded by Councilman Carl, that Ordinance No. 1594 be adopted, consenting to the continued employment of Mr. Summers. This motion carried unanimously.

AN ORDINANCE CONSENTING TO THE CONTINUED EMPLOYMENT OF GARY O. SUMMERS AS CITY MANAGER OF THE CITY OF BELLAIRE, TEXAS.

EASEMENT CONVEYANCE - GRAND LAKE - BRANDSTETTER

The City Attorney presented a conveyance of easement and right-of-way for a part of Lot 56, Block 17, Westmoreland Farms Amended First Subdivision in the City of Bellaire, according to the map and plat recorded in Vol. 3, page 60 of Map Records of Harris County. This easement had previously been given by Mr. C. M. Sienkiewicz. This easement was returned to Mr. Jay M. Brandstetter, the new owner of the property in return for a 14 ft. easement across the back of his lot.

The necessity for this exchange of easements was brought about by the fact that Mr. Brandstetter had bought an extra 10 ft. on the back of his lot and wished the easement to be moved to the back line.

Councilman Watts made the motion, seconded by Councilman Carl, that the Mayor and City Clerk be authorized to execute this conveyance of easement and this motion carried unanimously.

Council Minutes
February 12, 1968

A public hearing was held in the Council Room of the City Hall, 308 South Rice Avenue at 7 P. M. on February 12, 1968 by the Bellaire City Council and the Planning and Zoning Commission.

Present: Mayor Rouse, Councilmen Holmes, Watts, Carl, Geyer, Kelly and Webster, City Manager Summers and City Clerk Gallagher. Planning Commission members present were: Broesche, Emmott, Lingo, McKinney and Randolph.

The meeting of the Council was called to order by Mayor Rouse and Chairman Broesche called the Planning Commission to order.

ZONING - TOWNHOUSES - BROUSSARD

Mayor Rouse opened the hearing by outlining the order of procedure on this hearing and read the following notice "Subdividing of Lots 11, 12, 13, 18, 19 & 20, Block 16 Westmoreland Farms Amended First Subdivision, to permit Townhouse units. The above is the block bounded by 5th, Palmetto, Ferris and Elm Streets.

Resubdivide Lots 4 through 8, Block 41, City of Bellaire, located south-side of 5200 block of Palmetto, to permit townhouses.

A letter of recommendation from the Planning Commission, written on Jan. 15, 1968, was read by Mayor Rouse, which advised that the Council grant use of the 25 ft. wide north-south alley between lots 6 and 7, Block 41, to be improved for right-of-way at the builder's expense. Also recommended a 4 hour fire rate separation on all units, whether for rent or sale, with option of two 4" masonry or one 8" masonry wall between townhouses. They further recommended that the application be granted with the above changes and a final hearing with the City Council be held at an early date."

Mayor Rouse then called for the one who was going to present the plans for this development and Mr. W. C. Broussard came forward, giving the Council some preliminary plans and sketches of the proposed townhouses.

Mr. Broussard stated he would first like to talk about the townhouses to be built on Lots 4-8 on the south side of Palmetto St. He would first like to build 5 townhouses on lots 7 and 8 and then 8 units on lots 4, 5 and 6. These townhouses would be set back 30 ft., being the same set back as the residences in this block.

Mr. Broussard then explained his plans for the townhouses that would be placed on the block bounded by Elm, Ferris, Palmetto and Fifth Streets. On this property he plans to put 128 units. He likewise will put 6 ft. of concrete paving in front of these townhouses facing Palmetto, making a total paved street width of 32 ft. The drainage of this property would be provided by storm sewers, leading into the Elm Street culvert.

The carport areas of these townhouses would be paved and on Ferris and Elm Sts. there would also be 6 feet of hot topping to match the paving that is there now, thus widening these streets and making for a little more parking room.

Councilman Webster inquired of Mr. Broussard as to the size of these lots on the south side of Palmetto. They are about 16 ft. wide and 135 ft. deep.

Councilman Watts asked what was the width of Palmetto Street in this block and Mr. Broussard said he was not sure but thought it was about 20 ft. wide, but with the paving of 6 ft. on both sides there would be a much wider street. Mr. Broussard did say at this time that he would only be paving that area in front of his townhouses on lots 4, 5, 6, 7, & 8, Block 41, with the 6 ft. strip and the other property owners would have to do their own extensions if they wanted them.

When Mr. Webster inquired about the sizes of these townhouses, Mr. Broussard said the smallest one would have 1200 sq. ft. of living area. Councilman Geyer inquired as to the cost of these townhouses and Mr. Broussard replied from

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\$22,000 to \$35,000, depending upon the size, which ranges from 1200 sq. ft. to 1750 sq. ft. This would not include the storage area, the carport area, nor the patio.

Councilman Watts questioned whether Mr. Broussard had allowed for adequate parking under the carport for two cars and Mr. Broussard said it was sufficient for two. He stated that an overhead door company had a 14 ft. door, which was for garages that held two cars. Mr. Watts said that this must be for straight in parking and he was wondering if there was adequate turn-in space.

Mr. Broussard said that the townhouses on the south side of Palmetto would be for sale but those on the north side would be for lease and they would have their own garbage pickup service and maintenance. This would be provided by a separate agreement, which the people would sign at the time they took the lease.

Councilman Webster inquired as to the amount of concrete used in the street paving and Mr. Broussard answered that 6" of concrete would be used, which he stated was according to Bellaire's specifications.

When Mr. Broussard was confronted with his plans for building sidewalks, he replied that there was not a sidewalk planned for the south side of Palmetto, but that there would be a sidewalk on three sides of the big block, which was bounded by Elm, Ferris and Palmetto. Fifth St. would have no sidewalk.

Mr. Broussard said that the Crons, who were the owners of this land, intended to keep their own home here and there would be a concrete street 40 ft. wide with sidewalks all along, which would surround the Cron property, making an access from Palmetto to the inside townhouses. Along here he would put curb and gutter and deed this street to the City.

The townhouses that would face Palmetto on the north side would be built on the property line and the sidewalks would be on city easement.

Along Fifth Street, Mr. Broussard would put in a storm sewer, which would be adjacent to his property and it would drain into a large storm sewer on Elm Street. He planned to put a hot topping 40 ft. wide on Fifth Street, which would provide side parking and better access to the townhouse units from this side.

Councilman Watts inquired of Mr. Broussard where he planned to put his visitor parking and Mr. Broussard replied that other than the 6 ft. extension of paving, he had provided for the parking of only 2 cars per unit. It was further figured out that since these townhouse lots were only 16 ft. long, there would only be an average parking for 2½ cars per unit.

Councilman Webster asked what type of construction was going to be used on these buildings and Mr. Broussard replied that they would have 8" steel studs with a 5/8" fire wall and this would be of soundproof material. One townhouse would be all brick and the next one would have brick half way up with wood the remainder and it would be this way the length of the project.

Councilman Geyer then inquired as to the kind of roof line and Mr. Broussard said there would be a common roof, with steel studs going up through it. He also said that the back of the apartments or townhouses would be the same as the front. He further stated that he would submit an engineer's plan for sewage and drainage should the Council grant him permission to build these units.

When it was inquired of Mr. Broussard again as to the sale of these townhouses, he replied that he would sell the ones on the south side of Palmetto but those that would be built on the Cron property would be for lease. Mr. Broussard said that he had tried to minimize the parking problems, he had provided for the area to be well lighted, there would be sidewalks and storm sewers, making for better drainage and he was trying to upgrade the property by building nice units here.

A discussion then followed about the size of lots and units, and it was again stated as before.

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Councilman Webster inquired as to what was the smallest unit on the south side of Palmetto, as far as land was concerned. Mr. Broussard said about 16 ft. in front and 135 ft. back. The ones planned for the large tract of land would be from 16 ft. to 20 ft. in width, depending upon the size needed and they would face on an open courtyard.

Councilman Watts asked if Mr. Broussard was not going with the concept of apartments rather than townhouses. He said he felt townhouses had a different kind of roof structure and that they were erected individually. When it was asked as to the kind of heating and air conditioning, Mr. Broussard said that each one would have his own individual unit.

Councilman Webster said he had figured that each unit had about 1400 sq. ft. of land and if the Council was comparing these townhouse requirements to the ones that we now have in our zoning law for apartments, then these units are in excess to those law requirements.

Mr. Broussard said he would be putting in two swimming pools, one of these being a wading pool. There would be a grassed recreation area, fenced off from the Cron property. Mr. Broussard further stated that Palmetto, Ferris and Elm Streets would be curbed and guttered but that Fifth Street would not be curbed. A large storm sewer would go down Fifth Street, leading into Elm St. culvert for drainage purposes and there would be another storm sewer through the center of the large block, which would drain the property and this too would go to the Elm Street box.

Councilman Kelly inquired the lease price of these townhouses and the reply was from \$200 to \$245 per month, with utilities paid.

Mayor Rouse then asked if there was anyone in the audience who had any questions to ask of Mr. Broussard.

Dr. Manuel Chavez of 5122 Evergreen asked how much would be charged for the townhouses, to which Mr. Broussard again replied \$200 to \$245 including utilities. The following questions and answers were given by these two men:

Question: How many people do you contemplate having in each unit?

Answer: The average is 3 persons per unit.

Question: Did you plan for adequate recreational area?

Answer: There will be two swimming pools, one a wading pool, and playground area.

Question: How much grass did you provide?

Answer: Along the South side of Palmetto the units would have a 30 ft. front yard, which would be grass and in the back there would be paved areas. Those units in the large block would not have a grassed area in front but they would have a 16 ft. wide courtyard, as well as a designated recreational area in the center.

Mr. Hal Mulcahy of 5119 Palmetto asked how wide he intended to blacktop Fifth Street between Palmetto and Elm and Mr. Broussard said 40 ft. When asked if there would be any kind of culvert or drainage on the east side of Fifth St. adjacent to his property, which would drain all this area into the Elm St. culvert. Mr. Mulcahy stated that there was a 20 ft. concrete street on Palmetto and asked if he understood him right that he would be adding 6 ft. to each side. Mr. Broussard said that was right, thus making the street in front of lots 4, 5, 6, 7 & 8 thirty two ft. wide.

Mr. Mulcahy then inquired whether Mr. Broussard intended to open all of the alleyway between Beech and Palmetto, to which Mr. Broussard explained that he would open only the alley off Palmetto back to the rear of the townhouses and he would concrete this alleyway, making it 25 ft. wide.

Councilman Webster pointed out how this would be completed from the plans he presented.

Mr. Jesse L. Williams of 5210 Palmetto asked if the Council would let Mr. Broussard use this alleyway to get access to the easement in the rear and was told this alley could be used. Mr. Williams also said that his house had over 2,000 sq. ft. in it and he felt that this was not a small house, as Mr. Broussard had thought were in this neighborhood.

Mr. L. H. Bohn of 5217 Palmetto asked if there had been left a set back

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between the townhouses and the adjoining property. Mr. Broussard's reply was that there was a 5 ft. set back on the east and west sides of the townhouses, as provided by the laws of Bellaire.

Mrs. Cheer Greer of 116 Mulberry Lane asked if the city was set up in our water and sewer departments to care for these additional residences. Councilman Watts stated that he did not know as far as the present lines were concerned but did know that we had sufficient capacity at the sewer plant to care for this extra population. Mr. Broesche, Chairman of the Planning Commission, stated he had inquired of Mr. Coffman, Building Inspector, and that we did have adequate water and sewer lines up there.

Mrs. K. R. Scanlan of 5108 Palmetto asked about the fences that would separate the recreational area from the Cron's property as to who would maintain them. Mr. Broussard said these fences would be of redwood and they would be maintained by the perpetual funds, just as the buildings would be kept in good repair, etc.

There being no more questions of fact to be answered by Mr. Broussard, Mayor Rouse called for anyone who wished to speak in favor of the project.

Mr. Lon H. Cron, the owner of the large block, stated he had owned this property and maintained it for over 30 years. He and Mrs. Cron had now reached the years where they were unable to keep it in good condition and even though they intended to keep their home and live here, they were anxious to be free of the responsibility of such a large upkeep.

Mr. J. B. Henry who lives at 5125 Elm said he would be more affected by this zoning than anyone else, since he lives so close, but he did want to go on record as being in favor of this zoning change.

Mayor Rouse asked if there was anyone who wished to speak against the project.

Mr. Virgil Hancock of 4901 Bellaire Boulevard stated that this might be a good place to have townhouses but he would suggest to the Council that they defer any change in zoning until the city could have a master plan made.

Mr. Hal Mulcahy of 5119 Palmetto said he thought this project should be turned down until a thorough check could be made of the water and sewer lines. He felt this would put a tremendous load on the sewer system. He stated that even now he does not have sufficient water supply and especially does he suffer from a lack of water pressure almost every summer. He also expressed displeasure with the width of the street and felt parking would be a problem.

Dr. Manuel Chavez stressed quite profusely the need for more recreational facilities and the need for a complete study of Bellaire's zoning laws, using the comparison of a sick patient to the city and the need for a specialist.

Mr. Lon H. Cron said he had built this home in 1936 and intended to continue living here, but that they had tried to get many things done with this property and had found no one who wanted to build a house on Elm St. There were too many commercial enterprises across the street in Houston.

Mr. Broussard stated in reply to the people who were opposing this development that he thought something constructive must be done with this property. No one would build a home on this corner, with Houston being directly across the street and Bellaire must make a start if they want to upgrade the city. He felt what he had to offer in building good townhouses, widening the streets, putting in drainage pipes, etc. would certainly upgrade this land.

Mr. H. J. Greer of 116 Mulberry Lane stated that Bellaire had need of some planning for the rezoning and especially for plans for vacant areas. He did not see, however, why we should crowd so many people into such a small area; was it not economically feasible to have a larger space.

Mr. DeWitt VanSiclen of 4909 Bellaire Boulevard stated that he agreed Bellaire was going downhill and unless we got something done it would probably continue to go down. But he was wondering whether or not this would be spot zoning and asked if this was the way to go about making the changes. An overall plan should be made first, he said.

Mr. A. S. Ginzburg of 4520 Oleander asked what happens to the value in the neighborhood when townhouses are built, to which Mr. Broussard replied, "They go up."

Mr. Mulcahy asked to be put on record as against this proposition, and said that he felt these townhouses would be all right maybe while new, but they do go down and thus devalue the surrounding property.

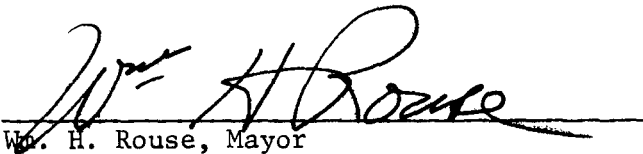
At this time Mr. Emmott made a motion, seconded by Mr. McKinney, that the hearing before the Planning Commission be closed.

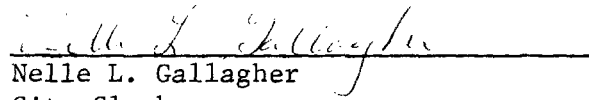
Before this was voted on, two persons asked to be heard, whose hands had been overlooked. Mrs. Scanlan said she thought this had been misrepresented by Mr. Broussard. At the first hearing, she said, it was said that all townhouses were to be constructed of brick, now only half of them would be all brick. She thought more play area was needed and stated she was concerned about all of Bellaire and thought this was the opening of rezoning in any area.

Dr. Chavez again wanted to stress that more playground area was needed.

Mayor Rouse then asked if there was anyone else who wished to speak concerning this project and there being none, the Planning Commission voted on their motion to close their hearing and it carried unanimously. Councilman Watts made a motion, seconded by Councilman Holmes, that the hearing be closed for the Council and this motion carried unanimously.

The meeting was adjourned.


W. H. Rouse, Mayor


Nelle L. Gallagher
City Clerk

Council Minutes
March 4, 1968

ZONING - BROUSSARD TOWNHOUSES

Mayor Rouse also read the letter from the Planning & Zoning Commission with their recommendation that the Council approve the construction of townhouses on lots 4-8, Block 41, with 4 hour fire rated masonry walls between each unit. They further recommended rejection of common wall rental townhouse units for lots 11, 12, 12, 18, 19 and 20, but would approve them provided they were governed by the aforementioned rules and regulations and further increase the width of the courts to 30 ft. and reduce the total number of units to 100.

ZONING - ZINDLER

When Mayor Rouse read the letter from the Planning & Zoning Commission recommending that the Zindler property be rezoned for a motel and office building, providing more car spaces are provided, Councilman Webster made a motion, seconded by Councilman Kelly, that the Council receive copies of the letters of recommendation from the Planning Board, so that they would have time to study these requests before taking any action. This motion carried unanimously.

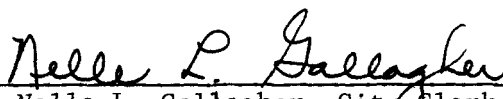
MASTER PLAN

At this time City Manager Summers stated that he had prepared a list of 75 different items of study that should be considered in this project of preparing a Master Plan for the City of Bellaire. He stated that maps were being prepared on water lines, sewer lines, traffic counts, recreational facilities, fire zones, fire routes, garbage routes, etc. He did say one interesting thing had been brought to his attention and that was the prediction that by 1975 there would be 140,000 cars a day pass the intersection of Interstate Highway 610 and Bellaire Boulevard and that 7,000 cars a day would leave the Freeway and come down the Bellaire Boulevard exit from the North. Mr. Summers stated that he had visited with a number of professional planners and had received many good ideas that he is carrying out.

INCINERATORS

Councilman Watts made a report on what he had done about the study for an incinerator. He stated that he had about 5 meetings with engineers and they were now looking over the contract that he hoped to be able to bring to the Council at a later date. Mr. Watts said he had learned several interesting things about the building of incinerators, one of which is dual furnaces, etc. but as soon as he could get a contract that he thought the Council might want to consider he would bring it to the Council table.

There being no further business the meeting was adjourned by a motion duly made, seconded and carried.


Nelle L. Gallagher, City Clerk


Wm. H. Rouse, Mayor

Council Minutes
March 18, 1968

The regular meeting of the Bellaire City Council was held in the Council Room of the City Hall, 308 South Rice Avenue, at 7 P.M. on March 18, 1968.

Present: Mayor Rouse, Councilmen Geyer, Webster, Watts, Holmes, Carl and Kelly, City Manager Summers, City Attorney Strong and City Clerk Gallagher.

The meeting was called to order by Mayor Rouse and a passage of scripture was read by Councilman Watts. The minutes of the last regular meeting of March 4, 1968 were approved as submitted by a motion made by Councilman Kelly, seconded by Councilman Carl and carried 6-0, with Councilman Holmes abstaining from voting, since he had been absent from that meeting.

CIVIL EMERGENCY - RIOTS

The Council had previously studied an ordinance, which would give the Mayor the authority to proclaim a civil emergency in the interest of public safety and welfare and City Attorney Strong presented this ordinance for adoption. Councilman Watts made the motion, seconded by Councilman Holmes, that the civil emergency ordinance be adopted and this motion carried unanimously.

ORDINANCE NO. 1621

AN ORDINANCE DEFINING CIVIL EMERGENCY; CURFEW; PROVIDING FOR PROCLAMATION OF SUCH EMERGENCY; AUTHORIZING THE ISSUANCE OF ORDERS BY THE MAYOR, CLOSING ESTABLISHMENTS WHERE ALCOHOLIC BEVERAGES OR BEER ARE SOLD OR CONSUMED; DISCONTINUING THE SALE OR DISTRIBUTION OF FLAMMABLE LIQUIDS, FIREARMS AND AMMUNITION; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY BY FINE OF UP TO \$200.00 FOR VIOLATIONS OF SUCH ORDINANCE, OR OF ANY ORDER ISSUED PURSUANT THERETO.

ZONING - TOWNHOUSES - VANSICKLE

The Council again took under consideration the recommendation of the Zoning and Planning Commission for the rezoning of the property at Locust and Newcastle for the erection of townhouses by Mr. Vansickle. Mayor Rouse read the recommendation of the Commission, which asked the Council to approve the request for reduced alleyways, provided the other side of the lot have a 50 ft. right-of-way with a 35 ft. paved street in front and that the alleys be 27 ft. of concrete without curbs and gutters, but properly designed with catch basins and storm sewers. The Commission also recommended a four hour fire resistant masonry wall between each unit, to be placed on one lot or the other or on the property line.

It was brought out that Mr. Vansickle had made a second request and was now asking for only a 20 ft. paved alley. Councilman Carl said he would not be in favor of a 20 ft. alley but thought it should be at least 27 ft. as recommended by the Planning Commission.

After discussing the maintenance of the ground abutting the paved alleys, as well as the convenience for working on utility lines, and the problems that would arise by having them reduced in size, Mayor Rouse, asked for a show of hands of the Council for requiring the alleys to be 27 ft. wide and the entire Council wanted this restriction placed on the property.

The next issue that was discussed concerning the construction of these townhouses, was the four hour fire resistant masonry walls, which the Council unanimously agreed upon. Councilman Geyer made the motion, seconded by Councilman Kelly, that approval of the recommendation as submitted by the Planning and Zoning Commission for the amending of the townhouse ordinance, be adopted, which will require a 27 ft. paved alley without curbs and gutters but facing on a 50 R.O.W., which will have a 35 ft. paved street that has curbs and gutters. Adequate catch basins and storm sewers must be provided, as well as four hour fire resistant masonry walls. This motion carried unanimously.

ZONING - TOWNHOUSES - BROUSSARD

Mayor Rouse read again from the Planning Commission's recommendation concerning the five lots on the South side of the 5200 block of Palmetto, which approved the townhouse construction as submitted, provided they have a 4 hour fire rated masonry wall between each unit and have a minimum lot width of 18 ft.

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March 18, 1968

After discussing the easements that had been provided, the width of the street paving, and the paving of the alley which would give access to the rear of the townhouses, Councilman Webster made a motion, seconded by Councilman Geyer, that the Council grant the request as submitted with the change that the additional paving on the south side of Palmetto be 8 ft. and include curbs, instead of 6 ft. and with the condition that the alleyway be 25 ft. paved with concrete. This motion carried unanimously.

Then Mayor Rouse read the Planning Commission's recommendation concerning the request for the use of lots 11, 12, 13, 18, 19 and 20, Block 16, Westmoreland Farms Amended First Subdivision, which is on the north side of Palmetto Street and bounded by Ferris, Elm and Fifth Streets. This recommendation rejected a common wall rental townhouse for the property but did approve of townhouses on these lots provided they be governed by the rules and regulation of the ones on the south side of Palmetto and that the courtyard be widened to 30 ft. and the total number of units be reduced to 100.

Councilman Watts stated that he thought the first thing that should be settled is in the defining of townhouses and that Mr. Broussard had only presented plans for apartments. He felt the Council's idea of townhouses was individually standing units and the plans that Mr. Broussard had presented did not show this to be the case. Mayor Rouse then asked that the Council express themselves for the permitting of apartments on this land and Councilman Carl made a motion, seconded by Councilman Geyer, that any application for apartments be rejected and this motion carried with Councilman Watts, Webster and Kelly voting against. Then the discussion arose as to whether the requirements as presented in Ordinance No. 1592, which was the original townhouse ordinance, could not apply to this property.

Councilman Watts made the motion, seconded by Councilman Holmes, that the application for townhouses be granted with the only exception to the original townhouse ordinance being that the lots be 18 ft. in width and there be a sidewalk around the perimeter of the property and that $\frac{1}{2}$ of Ferris, Elm and Fifth Street be paved by the owner with a minimum of 18 ft. and that there be 8 additional feet of paving on the north side of Palmetto. Councilman Holmes amended this motion, which was seconded by Councilman Webster that the parking spaces or garages have an external dimension of 18 x 20 ft.

This motion and amendment carried 6-1 with Councilman Geyer dissenting.

ZONING - ZINDLER - MOTEL & OFFICE BUILDING

Mayor Rouse opened the discussion of the Zindler rezoning by asking the Council to study carefully the parking ratio to be sure adequate parking is provided for this property. Councilman Holmes said he would not be in favor of placing it in Zone "O", the business district zone, which he said included everything, from hamburger stands, to filling stations.

A rather lengthy discussion followed about the parking problem, with it being brought out that the plans now show that there would be parking for 452 cars; one for each 300 ft. of rentable office space, one car per each motel room, 19 for the meeting room or restaurant and 8 spaces for cabs. Councilman Watts stressed that the Council should consider the dual parking spaces, or in other words, he felt that when the office building was occupied in the daytime, the motel would not be in need of so many parking spaces, and vice versa. After trying to decide the proper parking ratio, it was the consensus of opinion of the Council that if one space was provided for each motel room, plus 15% of motel only, that this would probably be adequate.

Councilman Carl made the motion that a special district be created for the property as described in the application for use as an office building, restaurant, and high rise motel or hotel; the office building not less than 6 floors and the motel or hotel contain not less than 150 rental units and further permission to build a restaurant and public meeting room or convention center to be built in conjunction with the office building and motel, requiring a masonry screening wall as set forth in the application with the requirement of one parking space for each 250 sq. ft. of net rental area in the office building. All structures to comply with the recommended No. 1 Fire Zone and the improvements to conform architecturally with the style and design as presented in the

Council Minutes
February 4, 1969

A Special Meeting of the Bellaire City Council was called by Mayor Rouse at 5:00 P.M. on Tuesday, February 4, 1969 at the Bellaire City Hall, 308 South Rice Avenue.

Present: Mayor Rouse, Councilmen Webster, McKinney, Gohlke, Milwee and Randolph, City Manager Summers and Acting City Clerk Heffington.

Absent: Councilman Kelly

The meeting was called to order by Mayor Rouse for the purpose of considering a proposal by Mr. W. C. Broussard for the laying of water lines and storm sewer drainage for lots A through L of Palmetto Square, a replat of and previously called Lots 4 through 8, Block 41, City of Bellaire, located on the southside of the 5200 block of Palmetto.

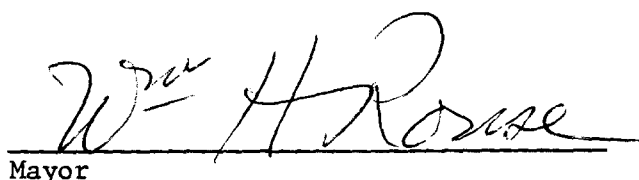
Councilman Webster made a motion that Tom Heffington be named Acting City Clerk in the absence of the Regular City Clerk. This motion was seconded by Councilman McKinney and passed unanimously.

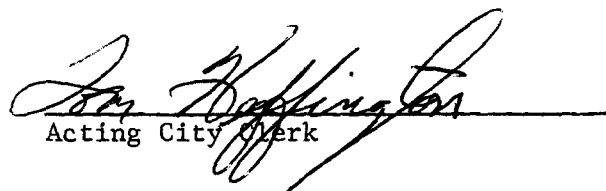
Mr. Summers presented a letter, which is attached hereto, from Mr. W.C. Broussard in which he proposed to pay \$675.00 to the City of Bellaire which was the full cost of laying a 6 inch water line 100 ft. to serve lots A through L of Palmetto Square, City of Bellaire Addition. He also proposed to pay for a 24 inch storm sewer to be constructed on the north side of Palmetto, the width of his lots to pick up the two storm sewer pipes which he had stubbed across Palmetto Street.

A discussion followed and after deep consideration Councilman Webster moved that the City of Bellaire would lay the water lines and the storm sewer lines requested for a total of \$1,500.00 for Mr. Broussard and that the City Manager be instructed to proceed with the project as soon as possible. This motion was seconded by Councilman Gohlke and approved unanimously.

Councilman McKinney said that in case that the water backed up on Palmetto and Ferris Streets, on the people's property, that Mr. Broussard should be required to keep it pumped out.

Councilman Randolph moved that the meeting be adjourned, this was seconded by Councilman Gohlke and passed unanimously.


Mayor


Acting City Clerk

February 4, 1969

Honorable Mayor and City Council
Bellaire City Hall
Bellaire, Texas

Gentlemen:

Attached hereto is my check for \$1500 to be applied to the following projects.

First, I would like to have the City of Bellaire extend a six inch (6") water line to serve my Lots, Nos. 7 & 8, Block 41, City of Bellaire Addition. \$675 of the above amount is to apply towards this project.

Secondly, I would like to have a twenty-four inch (24") storm sewer constructed on the North side of Palmetto Street to pick up the storm water from the two pipes which I have stubbed across Palmetto from in front of my property on the south side of the street.

I also understand that a pipe of suitable size will have to be extended East to Fifth Street and North on Fifth Street to Elm Street. All of this is to be done at city's expense and \$825 of the above amount is to be my proportionate share of this cost.

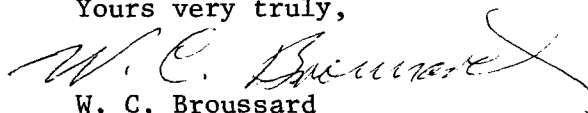
In view of the fact that I expect the city to do the construction at its earliest possible convenience, I request that a letter be issued to Brown & Root to proceed immediately with the extension of the paving along the property frontage on the South side of Palmetto.

I also understand that a hole will have to be made in the side of the west inlet in order to let the ditch, draining the property to the west of me, flow freely.

I took permits for four buildings on December 2, 1968 and I plan to take two more permits immediately and will begin construction on the six single family dwellings as soon as the paving is completed. Until that time I cannot very well have access to the property.

I sincerely trust that you will accept this proposal so that this work can get underway.

Yours very truly,

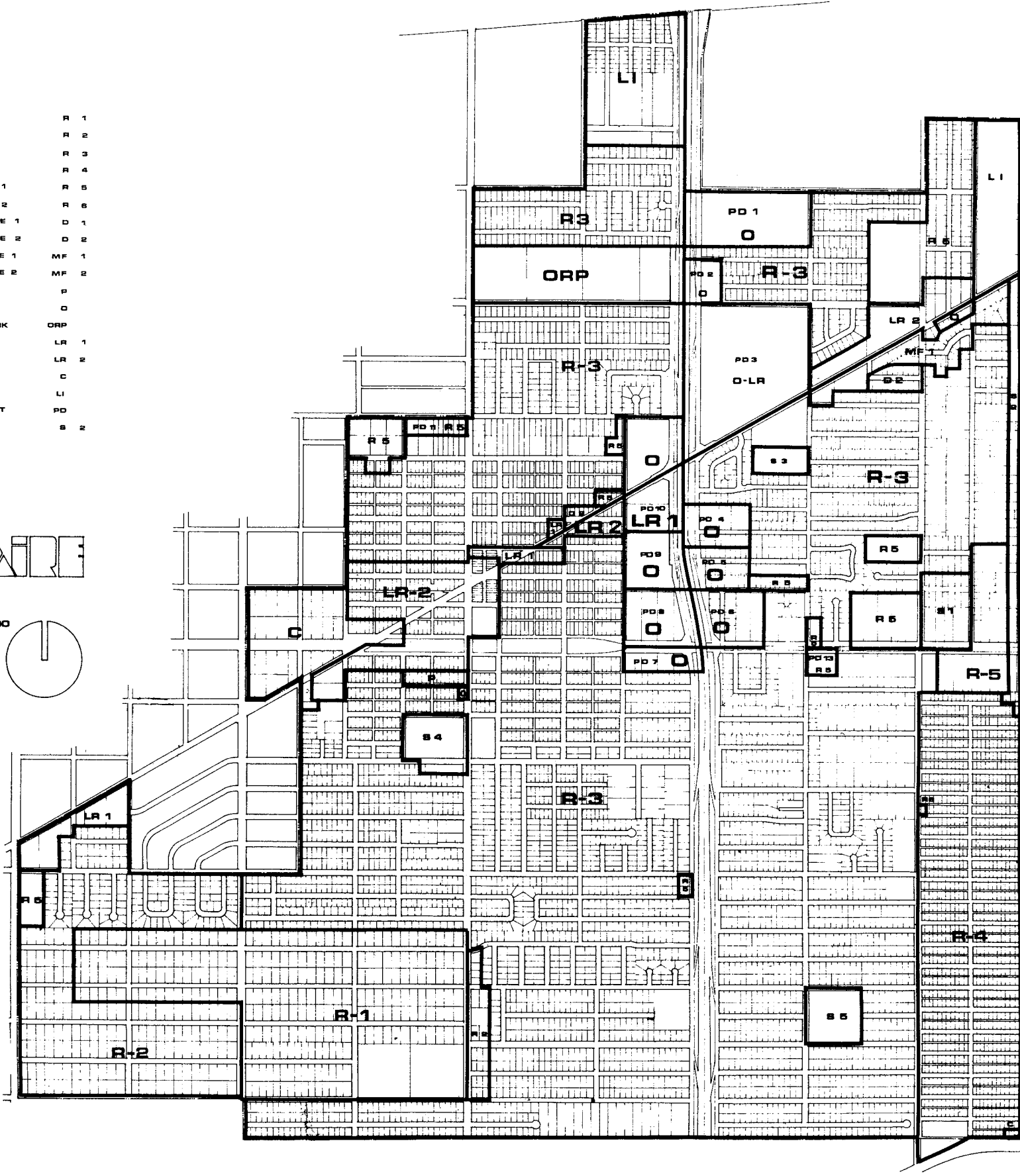
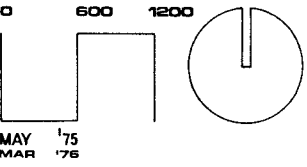

W. C. Broussard

Attachment: History of Townhome Development (2379 : 5217 & 5221 Palmetto Rezoning-PH)

ZONING DISTRICTS

RESIDENCE 1	R 1
RESIDENCE 2	R 2
RESIDENCE 3	R 3
RESIDENCE 4	R 4
ATTACHED DWELLING 1	R 5
ATTACHED DWELLING 2	R 6
TWO FAMILY RESIDENCE 1	D 1
TWO FAMILY RESIDENCE 2	D 2
MULTI FAMILY RESIDENCE 1	MF 1
MULTI FAMILY RESIDENCE 2	MF 2
PARKING	P
OFFICE	O
OFFICE & RESEARCH PARK	ORP
LOCAL RETAIL 1	LR 1
LOCAL RETAIL 2	LR 2
COMMERCIAL	C
LIGHT INDUSTRIAL	LI
PLANNED DEVELOPMENT	PD
SPECIFIC USE PERMIT	S 2

CITY OF BELLFIRE



Mayor and Council

Council Chamber, First Floor of City
Hall
Bellaire, TX 77401-4411



Meeting: 12/18/17 07:00 PM
Department: City Manager's Office
Category: Presentation
Department Head: Paul A. Hofmann
DOC ID: 2255

**SCHEDULED
ACTION ITEM (ID # 2255)**

Item Title:

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

Background/Summary:

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

Previous Council Action Summary:

N/A

Fiscal Impact:

N/A

Recommendation:

N/A

Mayor and Council

Council Chamber, First Floor of City
Hall
Bellaire, TX 77401-4411



Meeting: 12/18/17 07:00 PM
Department: City Manager
Category: Presentation
Department Head: Paul A. Hofmann
DOC ID: 2422

**SCHEDULED
INFORMATION ITEM (ID
2422)**

Item Title:

Presentation of considerations looking forward to the spring 2018 pre-budget planning workshop - Submitted by Paul A. Hofmann, City Manager.

Background/Summary:

As the City continues to recover from Hurricane Harvey, it is important for the City to prepare for potential impacts on the local economy.

For your review and is a "looking forward" presentation that will provide City Council with an overview of forward looking planning considerations. Council will receive information on a potential scenario that would keep property tax revenues for operations and maintenance at their current level for the next five years. That scenario may not be reflected in future budget recommendations, but it's important to understand the decisions such a scenario would require.

The presentation is intended to help in the preparation of the May pre-budget planning workshop.

Previous Council Action Summary:

N/A

Fiscal Impact:

N/A

City Attorney Review:

N/A

Recommendation:

Hear the report and provide feedback as appropriate. Council is not being asked to make decisions on December 18.

ATTACHMENTS:

- Looking Forward (PDF)

LOOKING FORWARD

Planning is not about predicting the future

LOOKING FORWARD

We plan so that we are prepared to make good
decisions

Looking Forward

Elements of Good planning

- Knowing the what's and why's of what we hope to accomplish
- Environmental Scanning
- Understanding the Major Variables
- Strategic Thinking

Looking Forward

What

- Maintain affordability
- Maintain quality city services
- Be thoughtful about new initiatives
- Manage the Message

Looking Forward

Why

- Because we're still Bellaire, and
- People want us to be careful

Looking Forward

Environmental Scan needs to assess:

- Confidence in Bellaire Residential Market
- Interest in Commercial Redevelopment
- Recommendations from Flood Task Force
- Legislative limits on property tax revenues

Looking Forward

The Major Variables

- Property and Sales Tax Revenues
- Recurring and non-recurring expenses
- Sound financial management and Bond Rating
- Services and Service Levels

Looking Forward

Assumptions for the General Fund Forecast:

- Structural balance (recurring revenues exceed recurring expenses)
- Sufficient reserves (requires management of non-recurring expenses)
- Continued priority on Public Safety salaries
- Maintain base/current level of services

FY 2018 – FY 2023 General Fund December 18, 2017

No Property Tax Revenue Increase Scenario

Revenue Assumptions:

- 0% increase in property tax revenue for O&M.
- Sales tax revenue 1% increase
- Residential Permits 1% increase
- All other revenues 2% increase

FY 2018 – FY 2023 General Fund December 18, 2017

No Property Tax Revenue Increase Scenario

Police Outcomes:

- Manage 60 day reserve for FY 2019 & FY 2020
- Structurally balanced budget ALL years (FY 2019 – FY 2023)

Changes from Last Forecast

No Property Tax Revenue Increase Scenario

Non-Recurring Expenditures:

- Reduced annual vehicle contribution from \$550K to \$350K (2 pumpers/PD vehicles)
- Reduced General Fund contribution to pavement maintenance to zero
- Reduced CIP annual contributions

Recurring Expenditures:

- FY 2019 \$230K reduction to keep 60 day positive
- FY 2020 \$954K
- FY 2021 \$1.1 million
- FY 2022 \$1.8 million
- FY 2023 \$2.6 million
- Grand Total General Fund recurring reductions = \$6.7 million

FY 2018 – FY 2023

Fiscal Forecast General Fund

No Property Tax Revenue Increase Scenario

In \$millions	FY18	FY19	FY20	FY21	FY22	FY23
Beginning Balance (unaudited)	\$3.39	\$3.81	\$3.53	\$3.49	\$3.02	\$2.50
Recurring Revenue	\$20.78	\$20.97	\$21.08	\$21.19	\$21.31	\$21.42
Recurring Expense	\$19.87	\$20.36	\$20.44	\$21.19	\$21.31	\$21.42
Non-recurring Pavement Maintenance	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle/Equip Replacement	\$0.45	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35
CIP Contribution	\$0.04	\$0.55	\$0.32	\$0.12	\$0.16	\$0.16
Ending Fund Balance	\$3.81	\$3.53	\$3.49	\$3.02	\$2.52	\$2.50
60 Day Fund Balance Requirement	\$3.31	\$3.39	\$3.41	\$3.53	\$3.55	\$3.55
Over/(Under) 60 day fund balance requirement	\$0.50	\$0.13	\$0.08	(\$0.51)	(\$1.03)	(\$1.05)

Attachment: Looking Forward (2422 : Looking Forward Presentation)

Looking Forward

Strategies

Pavement Preventive Maintenance

- Spend what's available in FY 2018 and 2019
- No New General Fund transfer
- Devote all of the Metro Funds to PMP

Looking Forward

Strategies

Vehicles

- Fund the 2017 pumper
- Fund the next pumper
- Maintain patrol vehicle replacement schedule
- Evaluate rental/maintenance plan

Looking Forward

Strategies

New CIP Contribution

- Priority on playground/shade structure replacement
- Hold on decorative/aesthetic improvements in parks and rights of way
- Hold on New playgrounds and shade structures

Looking Forward

Strategies

CIP Reserves

- Re-evaluate signature corner
- Re-evaluate Paseo Park extension

Looking Forward

Strategies

Enhanced Sense of Base Budget and Service Levels

- Police
- Fire
- Public Works

Looking Forward

Strategies

Continue to implement Flood Plain Management

- Receive input from Task Force
- Finished floor elevation
- Management of Permits
- Participation in National Flood Insurance Program

Looking Forward

Strategies

New Emphasis on Commercial Redevelopment

- Implement Comprehensive Plan
- Use of Right of Way

Looking Forward

Strategies

Bond Funded Capital Plan

- Stay the course
- Consider input from FHMTF, Parks Board, and Planning and Zoning Commission

Looking Forward

New opportunity for Consensus

- Redefine or confirm priorities
- Confirm what is critical
- Remember what makes us special

Mayor and Council

Council Chamber, First Floor of City
Hall
Bellaire, TX 77401-4411



Meeting: 12/18/17 07:00 PM
Department: Police Department
Category: Presentation
Department Head: Byron Holloway
DOC ID: 2419

**SCHEDULED
INFORMATION ITEM (ID
2419)**

Item Title:

Bellaire Business Association (BBA) presentation of funds raised by the BBA in August 2017 to be donated to the Bellaire Police and Fire Foundation - Requested by Steve Davis, BBA Chairman.

Background/Summary:

Bellaire Business Association President Steve Davis will present a check in the amount of \$7,500.00 to the Bellaire Police and Fire Foundation President Ryan Herbst. These funds were raised at the BBA's annual after-hours event on August 24, 2017 benefitting the Bellaire Police and Fire Foundation.

The Bellaire Police and Fire Foundation mission is to enhance public safety in the City of Bellaire by promoting excellence in the Police and Fire Department. The Bellaire Business Association mission is to promote local businesses, provide professional networking opportunities, and to foster economic development.



CITY OF BELLAIRE TEXAS

MAYOR AND COUNCIL

OCTOBER 2, 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 2, 2017. The Regular Session was held in the Council Chamber, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas 77401-4411.

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

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

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

Other officials present were Paul A. Hofmann, City Manager; Terrence Beaman, Chief Financial Officer; and Tracy L. Dutton, City Clerk.

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

Michael Fife, Council Member, provided the inspirational reading.

D. Pledges to The Flags - Michael Fife, Council Member.

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

E. Recognition of Proclamation - Andrew S. Friedberg, Mayor.

Issuance of a proclamation by Andrew S. Friedberg, Mayor, proclaiming the week of October 8-14, 2017, as Fire Prevention Week in the City of Bellaire, Texas, and urging the citizens of Bellaire to heed the Fire Prevention Week theme: "Every Second Counts: Plan 2 Ways Out!" - Requested by Darryl Anderson, Fire Chief.

Mayor Friedberg read and presented a proclamation that he issued proclaiming the week of October 8-14, 2017, as Fire Prevention Week in the City of Bellaire,

Minutes Acceptance: Minutes of Oct 2, 2017 6:00 PM (Adoption of Minutes:)

Texas. **Darryl Anderson, Fire Chief**, accepted the proclamation on behalf of the Bellaire Fire Department.

I. PUBLIC HEARING (FIRST OF TWO ON PROPOSED TAX RATE)

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

Tracy L. Dutton, City Clerk, read the Notice of the Public Hearing (Notice) into the record. She advised that the Notice was 1) published in the legal notices section of the Southwest News on September 19, 2017; 2) posted on the City's official bulletin board on September 20, 2017; 3) posted by the Finance Department on the City's website beginning September 19, 2017, and was scheduled to end at 11:59 p.m. on October 16, 2017; and 4) posted on the City's municipal channel by the City Manager's Office beginning September 19, 2017, and was scheduled to end on October 16, 2017.

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

Paul A. Hofmann, City Manager, summarized the public hearing procedure.

C. Presentation of Proposal:

Presentation regarding a proposal to increase total tax revenues for the 2017 tax year (2018 fiscal year) from properties on the tax roll in the preceding year by 8.81% percent by proposing a tax rate of \$0.4159 per \$100 valuation - Submitted by Terrence Beaman, Chief Financial Officer.

Mayor Friedberg reminded the audience that a second public hearing for this topic was scheduled on October 9, 2017, at 6:00 p.m. in the Council Chamber.

Terrence Beaman, Chief Financial Officer (CFO), indicated that the City was moving through the process of adopting a property tax rate for 2017 (fiscal year 2018). On September 11, 2017, City Council was presented with a certified tax roll from the Harris County Appraisal District (HCAD). The City was then required by state law to calculate two rates, the effective tax rate and the rollback tax rate.

CFO Beaman advised that the effective tax rate was calculated as \$0.3864 per \$100 valuation, and the rollback tax rate was calculated as \$0.4228 per \$100 valuation. The proposed tax rate presented to City Council on September 18, 2017, was \$0.4159 per \$100 valuation.

CFO Beaman also advised that the proposed rate exceeded the effective tax rate by \$0.0295. Of the proposed tax rate, \$0.1481 was statutorily required to pay the City's debt, and \$0.2678 was required for maintenance and operations. The total proposed tax rate of \$0.4159 would generate approximately \$20.6 million of revenue, which was approximately \$1.64 million more than was collected in 2016.

If the City chose to adopt the effective tax rate of \$0.3846, the City would be required to lower its operations and maintenance budget down to \$0.2383, resulting in a revenue decrease of \$1.4 million.

As stated earlier, CFO Beaman advised that the City's next tax rate public hearing would be held on October 9, 2017, at 6:00 p.m.

D. Public Comment.

Mayor Friedberg advised that public comment would be received by the members of the City Council on the proposed tax rate and announced that public comment was limited to the subject of this Public Hearing. He advised that public comment on other topics would be received during the Regular Meeting following the Public Hearing. Speakers were advised that the time limit for comments was five (5) minutes, with notice after four (4) minutes that there was one (1) minute left.

Jim Avioli, Sr.:

Mr. Avioli addressed City Council and referred to the timing of the proposed tax increase for the City of Bellaire. He indicated that Hurricane Harvey hit the weekend of August 27, 2017, and the budget was approved by the City Council on September 18, 2017. Mr. Avioli believed that City Council had not discussed what might be culled back or cut from the budget to match the revenue.

Mr. Avioli stated that citizens were recently hit with another rung in the higher cost of living in Bellaire when the second phase of the new water rate increase, which was approved the prior year, went into effect. For City Council to increase property taxes at a time when citizens were experiencing additional financial expense was insensitive and inappropriate in Mr. Avioli's opinion.

Jim Campbell:

Mr. Campbell addressed City Council and referred to two aspects of property tax, which were valuation and rate. Mr. Campbell advised that the valuation on his property had increased 33% in the last four years. Mr. Campbell suggested that the City look for other ways to fund its proposed \$1.4 million deficit, suggesting that he believed the monies could be found within the budget.

Catherine Lewis:

Ms. Lewis addressed City Council and advised that the City had a spending problem as opposed to a revenue problem, in her opinion. She believed that government seemed to get bigger by taxing the private sector. Ms. Lewis urged City Council to make the hard choices now.

Richard Franke:

Mr. Franke addressed City Council and indicated that he disagreed respectfully with the opposition to the tax increase. Mr. Franke recalled a time in the late 1990s when engineers working for the City had provided City Council with an estimate of \$175 million to reconstruct all streets, storm sewers, and sanitary sewers in Bellaire. The last time Mr. Franke asked for an estimate of the cost to complete what he believed was severe deterioration in the City's infrastructure, Mr. Franke was given an estimate of \$350 million.

Over the years, Mr. Franke had heard opposition from residents to any type of tax increase. The flooding situation was tragic, in his opinion. Mr. Franke advised that he did not want to see an increase in taxes; however, he did not want to see his property values decline because of what he believed to be failing infrastructure.

Keith Bowers:

Mr. Bowers addressed City Council and stated that he understood that Harris County was planning a 10% drop in property tax revenue for this year and possibly 15% for the following year. People were going to appeal their evaluations in Mr. Bowers' opinion, and expressed concern that people might not move to Bellaire because of the flooding from Hurricane Harvey.

Mr. Bowers urged City Council to stop spending too much money on things that were non-essential, in his opinion, and to start spending money wisely.

Linda Hester:

Ms. Hester addressed City Council and stated that she had lived in Bellaire since 2002 and never expected the flooding that had occurred. She looked to City Council as leaders of the City to make sure that the infrastructure was in place to prevent that from happening again. Ms. Hester indicated that if she had to pay more taxes for improved infrastructure, then she would be happy to do so.

E. Questions from the Mayor and City Council.

Mayor Friedberg opened the floor for questions from the City Council. Following questions, Mayor Friedberg closed the public hearing.

F. Close Public Hearing and Adjourn.

Mayor Friedberg announced that, as the subject of the public hearing was strictly legislative and not adjudicative in nature, City Council would continue receiving public comment on the proposed tax rate up until its final deliberation, which was anticipated to occur on Monday, October 16, 2017. He also announced that the second of the two tax rate public hearings would be held in one week on Monday, October 9, 2017, at 6:00 p.m.

Mayor Friedberg advised that the public hearing was closed and adjourned at 6:56 p.m. on Monday, October 2, 2017.

II. REGULAR MEETING

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

Mayor Friedberg called the Regular Meeting of the City Council to order at 6:56 p.m. on Monday, October 2, 2017.

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

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

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

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

C. Personal/Audience Comments.

Mayor Friedberg provided a brief overview of the rules for public comments, noting that each speaker had five (5) minutes with no extension, and with notice after four (4) minutes that one minute was left.

Mukul Advani:

Mr. Advani addressed City Council and indicated that his home was severely flooded with five (5) feet of water. He advised that he and his family were trapped on the second floor before deciding to wade out in neck deep water to a neighbor who gave them sanctuary.

Mr. Advani indicated that prior to wading out, he had called the Bellaire Police Department (BPD) to bail them out and was turned down several times and wanted to know why. Mr. Advani was told by the BPD that there were 300 people ahead of him, prioritized by medical needs and the elderly, and that they only had one emergency vehicle, which had broken down. Mr. Advani inquired as to the reason that the City only had one emergency vehicle. He also wondered if the City had a contingency plan to save people from being trapped.

Keith Bowers:

Mr. Bowers addressed City Council and asked what flood elevation the City was using. In other words, was the City using what Mr. Bowers understood to be mistakenly published on the FIRM map? Mr. Bowers advised that the City was exposed to lawsuits, in his opinion.

Mr. Bowers asked if the City could use magnets to pick up the nails on the streets. Mr. Bowers suggested that City Council consider purchasing a fleet of 20 flat-bottom aluminum boats, 18 feet in length, with three horsepower motors.

Jim Avioli, Sr.:

Mr. Avioli addressed City Council regarding permits. Although Mr. Avioli was no longer on City Council, he received telephone calls from three concerned citizens who were facing financial disaster because of the 50% rule. These citizens could not pull permits for their homes because the reconstruction costs were greater than their building values.

One citizen reported his or her understanding that because of the difference in the community rating system (CRS), the City of Houston could waive the 50% rule and did not have the restrictive stipulations that the City of Bellaire had. After checking with FEMA, the citizen reported his or her understanding that Bellaire could change their ruling if the City desired to do so. He urged City Council to consider that.

Mr. Avioli next referred to an item on the agenda regarding the formulation of a task force to examine all aspects of Hurricane Harvey. He asked if the resolution of the 50% rule was part of the charge for the task force. If so, he asked how long it would take a task force to resolve the issue, indicating that people needed answers now.

Richard Franke:

Mr. Franke addressed City Council and advised that the City had put off and deferred improvements to the City's infrastructure for decades, in his opinion.

Mr. Franke next referenced an article in the Houston Chronicle regarding the substantial number of homes in Harris County that did not have flood insurance. Mr. Franke stated he could not understand why anyone would live in Harris County, which was known to have low grades and poor drainage in his opinion, and not have flood insurance. He indicated that he was not faulting those that had experienced tragedies, but indicated that people needed to look at the big picture as to what could be done regarding area drainage.

Damian Lacroix:

Mr. Lacroix stated that he lived on the north side of Bellaire in a home that was adjacent to Loop 610. He advised that he had sent several emails to the Texas Department of Transportation (TxDOT) about the Loop 610/Highway 59 interchange and their plans to build an elevated interchange 20 feet in height within 30 feet of his home. He asked the City to assist the residents in getting TxDOT to re-evaluate their design of that interchange considering Hurricane Harvey and other storms that tended to occur every 2-5 years.

Mr. Lacroix continued and advised that he was concerned that additional concrete for the interchange could cause his home to flood, and referenced area freeways that were below grade that served as reservoirs for flood waters.

In closing, Mr. Lacroix urged the City to step up and protect its residents and demand that TxDOT re-evaluate the design for the Loop 610/Highway 59 interchange.

Andrew Madof:

Mr. Madof addressed City Council and advised that he was a geologist. One thing he could not figure out was the dynamics for what specifically happened during the flood with flood waters. In other words, were flood waters diverted to save other properties? He also asked if this would happen again? He indicated that he would be interested to know if the City had any insight into what caused Bellaire to flood like it did.

Rachel Crochet:

Ms. Crochet addressed the TxDOT situation as well. She advised that Holly Street had been asking for a wall along Loop 610 for 35 years. When Loop 610 was evaluated and redone several years ago, the residents were told that TxDOT was going to install short walls on the freeway and if that did not work, they would come back and discuss installing the walls along Loop 610. She stated that TxDOT needed to address walls along 610 again.

Ms. Crochet also asked the City Council to ask TxDOT for the quiet pavement.

Written Comment:

Mayor Friedberg indicated that City Council had received one written comment for the meeting from **Xiao Li**, which was styled as a "Bellaire Flood Mitigation Petition." Mayor Friedberg referenced a cover letter that stated that a group of residents were coming together in an effort of helping and working with the City to analyze the causes of Hurricane Harvey's flooding and to adopt any effective measures to stop reoccurring

flooding events in the neighborhood. The group of residents were asking City Council to address flood concerns as the top priority for the City. Some recommendations were presented, as well as some immediate actions. Mayor Friedberg noted that 264 residents had added their names to the written comment through an online system.

Mayor Friedberg advised that a complete copy of the written comment had been presented to all members of City Council and was included in the official record of the meeting, and announced that public comment was concluded.

D. Reports and Presentations:

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

Paul A. Hofmann, City Manager, presented the City Manager's Report dated October 2, 2017, to members of the City Council. The report consisted of an update regarding HISD's temporary use of the former Gordon Elementary School for Kolter Elementary School, as well as plans for loading and off-loading students. Other reported updates included building permits, debris collection and removal, and on the Bellaire Citizens Academy's first meeting.

Reminders of upcoming events included National Night Out, Party at the Pavilion, and the Fall Book Sale. City Manager Hofmann also briefed City Council on future agenda items.

Following the City Manager's Report, **Mayor Friedberg** opened the floor for questions from the City Council. At the end of questions, **Mayor Friedberg asked if there was any objection to switching the order of the Monthly Financial Report and the City Engineer's Report on Hurricane Harvey. Hearing none, Mayor Friedberg announced that by general consent the City Council Rules of Procedure were suspended and the City Engineer was asked to approach the podium to give his report.**

2. Monthly Financial Report for the Period Ending August, 2017 - Submitted by Terrence Beaman, Chief Financial Officer.

Note: The City Engineer's report was moved up in the agenda at this point in the meeting and was followed by the Monthly Financial Report.

Terrence Beaman, Chief Financial Officer (CFO), presented the Monthly Financial Report for the City for the period ended August 31, 2017, to members of the City Council. CFO Beaman advised that the report included data for 11 months of fiscal year 2017. Brief overviews related to revenue and expenditures in the General Fund and Enterprise Fund were provided by CFO Beaman. He noted also that Debt Service, Capital Improvement Projects, and Vehicle, Equipment and Technology funds would be in line with what had been projected for those funds at the end of the fiscal year.

Mayor Friedberg opened the floor for questions of CFO Beaman. Hearing none, Mayor Friedberg thanked CFO Beaman for his report and announced that the report was concluded.

3. A presentation from the City Engineer of an analysis of the Hurricane Harvey flood event on the City of Bellaire - Submitted by James Andrews, City Engineer.

James Andrews, City Engineer, stated that his report discussed the extreme

event rainfall conditions that Hurricane Harvey (Harvey) brought to the City. The report also discussed current and proposed improvements that were underway in the City of Bellaire, as well as improvements other entities were making in Harris County.

Factors that contributed to structures flooding in the area because of Harvey included 1) a very high annual rainfall of about 50 inches, 2) flat topography with poor sheet flow characteristics, 3) clay soils that did not absorb water very well, 4) proximity to an undersized Brays Bayou, 5) low finished floor elevations of older homes, and 6) extreme flood events.

A brief history of the path of Harvey was provided by City Engineer Andrews. He noted that Harvey began as a tropical wave off the west coast of Africa on August 11th and became a tropical storm on August 17th. Harvey intensified rapidly from a tropical depression to a category 4 hurricane making landfall along the Texas coast near Port Aransas on August 25th. Total rainfall amounts ranged from 25" to 47" across Harris County for a four-day period. Rainfall amounts for a two-day period ranged from 20" to 35."

A comparison of Harvey with Tropical Storm Allison (which occurred in 2001) was provided by City Engineer Andrews, who advised that the Tropical Storm Allison flood event documentation for the City of Bellaire showed approximately 1,432 homes flooded, with 1,015 of those homes located east of Loop 610. The largest number of homes flooded were in the northwest quadrant of the City away from Brays Bayou. Harvey flooded approximately 2,318 structures, including garages. It has been estimated that approximately 1,936 homes had water damage to the main house structure. The largest number of homes flooded were in the southeast quadrant, followed by the south-central area. Both areas were close in proximity to Brays Bayou.

City Engineer Andrews indicated that for Bellaire, Harvey was an extreme combination of two types of flooding, shallow floodplain and ponding/overland flow. When Brays Bayou exceeded its capacity, flood waters overtopped the bayou banks and flooding occurred in the land near the bayou located at lower elevations. As a result, Bellaire's drainage was adversely and severely affected.

Reference was made to the Bonds for Better Bellaire 2016 program, which would do two things to improve drainage during a heavy rain event. First, the underground system for streets with major localized drainage problems would be upsized above the typical two-year to the 100-year capacity, with storage capacity existing under the pavement to decrease the height of ponding during a major local rainfall.

City Engineer Andrews advised that the City was in the preliminary design stage of developing backflow devices in certain locations to prevent storm water from the bayou during high water surface conditions from coming back in to the City's underground system. This backflow could take up capacity in the underground system even when there was no local rainfall. The idea being to restrict storm water from Brays Bayou from back flowing into the City's underground system, allowing local storm water to use the City's underground system capacity.

The majority of the first phases of the Bonds for Better Bellaire program focused on local drainage improvements that the City of Bellaire could improve without outside agency approval.

City Engineer Andrews advised that the single most significant flood control improvement project for our area had been under construction for many years and was outside the control of the City of Bellaire. That project, the Brays Bayou Federal Flood Damage Reduction Project, also known as Project Brays, was under the control of the Harris County Flood Control District and the Army Corps of Engineers. City Engineer Andrews indicated that the portion of Project Brays that should benefit the City of Bellaire the most was channel widening and increasing capacity scheduled to be completed in 2021.

Other factors that contributed to flooding during Hurricane Harvey included the elevated railroad track to the east of Bellaire and the elevated IH 610 roadway in the center of Bellaire. Those factors, combined with the inadequate capacity of Brays Bayou, may have blocked the overland flow from the area creating excessive flood depths.

In summary, Harvey was an unprecedented catastrophic storm that in City Engineer Andrews' opinion could not realistically be completely controlled. He stated that there was nothing the City of Bellaire could build on its own to remove flooding conditions during an event of the magnitude of Harvey. City Engineer Andrews advised that Harvey did show the need to work together with the state and federal governments to expedite improvements to Brays Bayou to add capacity and lower the flood state surface water elevations, as well as to explore the benefits of removing the overland flow obstacles that the railroad and IH 610 may have created.

At the end of City Engineer Andrews' report, **Mayor Friedberg** opened the floor for questions from the City Council. Following questions, Mayor Friedberg thanked City Engineer Andrews for his report.

Note: Following the City Engineer's Report, City Council returned to the Monthly Financial Report and considered the remainder of the agenda in the order in which it was written.

E. New Business:

1. Consent Agenda:

a. Adoption of Minutes:

Consideration of and possible action on the adoption of the minutes of the City Council of the City of Bellaire, Texas, for the Regular Sessions held on August 7 and 21, 2017, and the Special Sessions held on August 14 and 15, 2017 - Submitted by Tracy L. Dutton, City Clerk.

- i. Mayor and Council - Regular Session - Aug 7, 2017 6:00 PM
- ii. Mayor and Council - Special Session (Public Hearing) - Aug 14, 2017 6:00 PM
- iii. Mayor and Council - Special Session (Workshop) - Aug 15, 2017 6:00 PM
- iv. Mayor and Council - Regular Session - Aug 21, 2017 6:00 PM

b. Ordinance Granting Code Suspension:

Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas granting a code suspension for PATRONS for Bellaire Parks relating to a request to waive alcohol and curfew restrictions in Bellaire Town Square for up to six events hosted by PATRONS for Bellaire Parks beginning October 2, 2017, ending September 30, 2018, said approval of which shall be granted by the City Manager - Submitted by Cheryl Bright, on behalf of the PATRONS for Bellaire Parks.

Mayor Friedberg read the captions of the five (5) items listed on the Consent Agenda. He asked if any member of City Council wished to remove one or more 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 2, 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 Resolutions:

- a. An amending resolution of the City Council of the City of Bellaire, Texas, updating and expanding upon Resolution No. 17-07 previously adopted by the City Council on August 21, 2017, to additionally charge the City's Flood Hazard Mitigation Task Force to develop actionable local, regulatory and regional policy recommendations for the prevention of future flooding - Submitted by Andrew S. Friedberg, Mayor, and Paul A. Hofmann, City Manager.

Mayor Friedberg read and briefly introduced the agenda item before City Council. He advised that the intent of the resolution was to expand upon the charge of the Flood Hazard Mitigation Task Force (Task Force) to come up with actionable policy recommendations. The updated resolution was built around the local, regulatory and regional areas of focus. Mayor Friedberg also advised that post-Hurricane Harvey, everything needed to be thoroughly reexamined and the best answers implemented. Mayor Friedberg stated that the Task Force was a strong showing of what Bellaire's local government was doing in response to Hurricane Harvey.

To begin deliberation, Mayor Friedberg entertained a motion to adopt the resolution as presented updating and expanding upon Resolution No. 17-07 to additionally charge the City's Flood Hazard Mitigation Task Force to develop actionable local, regulatory and regional policy recommendations for the prevention of future flooding.

Motion:

To adopt the resolution as presented updating and expanding upon

Resolution No. 17-07 to additionally charge the City's Flood Hazard Mitigation Task Force to develop actionable local, regulatory and regional policy recommendations for the prevention of future flooding.

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

Mayor Friedberg opened the floor for discussion regarding the motion. Following discussion and questions of the Mayor and City Manager Hofmann related to the resolution, action was taken on the motion.

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

- b. Consideration of and possible action on the adoption of a resolution of the City Council of the City of Bellaire, Texas, nominating a candidate for a position on the Board of Directors of the Harris County Appraisal District for a two-year term of office commencing on January 1, 2018, and extending through December 31, 2019 - Submitted by Tracy L. Dutton, City Clerk.

Mayor Friedberg, after reading the caption, stated that City Council had an opportunity to nominate a candidate, but did not necessarily have to. He opened the floor for a motion should any member of City Council wish to propose that Bellaire make a nomination.

Following questions regarding the agenda item, Pat B. McLaughlan, Council Member, offered a motion nominating Mike Sullivan for a position on the Harris County Appraisal District Board of Directors.

Motion:

To adopt a resolution in the form presented nominating Mike Sullivan for a position on the Board of Directors of the Harris County Appraisal District for a two-year term of office commencing January 1, 2018, and extending through December 31, 2019.

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

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

- c. Consideration of and possible action on the adoption of a resolution of the City Council of the City of Bellaire, Texas, designating a Representative and Official Alternate to the General Assembly of the Houston-Galveston Area Council for the year 2018 - Submitted by Tracy L. Dutton, City Clerk.

Mayor Friedberg read the caption of the agenda item and opened the floor for nominations for the City's representative to the Houston-Galveston Area Council.

Pat B. McLaughlan, Council Member, was nominated by himself.

Trisha S. Pollard, Council Member, was nominated by Michael Fife, Council Member. Council Member Pollard accepted the nomination.

Noting no further nominations, Mayor Friedberg closed the nominations and called for action on the nominations by voting in the order nominations were made.

Pat B. McLaughlan - 1 vote; and
Trisha S. Pollard - 6 votes.

Mayor Friedberg announced that Trisha S. Pollard, Council Member, was selected as the City's representative to H-GAC, and opened the floor for nominations for the City's official alternate to H-GAC.

Gus E. Pappas, Council Member was nominated by Roman F. Reed, Mayor Pro Tem. Council Member Pappas accepted the nomination.

Hearing no other nominations, Mayor Friedberg announced that Gus E. Pappas, Council Member, was selected by acclamation to be the City's official alternate to H-GAC.

Mayor Friedberg next entertained a motion to adopt a resolution in the form presented designating Council Member Pollard as the City's representative and Council Member Pappas as the City's official alternate to the General Assembly of the H-GAC for the year 2018.

Motion:

To adopt a resolution in the form presented designating Council Member Trisha S. Pollard as the City's representative and Council Member Gus E. Pappas as the City's official alternate to the General Assembly of the H-GAC for the year 2018.

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

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

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

Community interest items from the Mayor and City Council included expressions of thanks to Barbara Hofmann for her enthusiastic and unwavering support of volunteers, to the crews helping with debris removal, and to Council Member Pollard for organizing a City Council clean-up crew and scouting locations; thanks was also expressed to all of

City Staff who continued to work through trying times and to City Engineer Andrews for his excellent presentation regarding flood events; citizens were urged to be patient as the City worked through the debris removal process; expression of appreciation to Council Member McLaughlan for his service as the City's representative to H-GAC; expressions of thanks to the Patrons for Bellaire Parks for their Bellaire Brave initiative and to City Manager Hofmann and staff for a recent Candidate Orientation; expression of condolences to the family of Melinda Garrett, longtime Bellaire resident and former Chief Financial Officer of Houston ISD, on her passing; and reminders to attend National Night Out and a Town Hall Meeting on charter amendments scheduled on October 16, 2017.

G. Adjourn.

Mayor Friedberg announced that the Regular Meeting was adjourned at 9:52 p.m. on Monday, October 2, 2017.



CITY OF BELLAIRE TEXAS

MAYOR AND COUNCIL

NOVEMBER 20, 2017

Council Chamber and Council Conference Room
6:00 PM

Regular Session

7008 S. RICE AVENUE
BELLAIRE, TX 77401

REGULAR SESSION - 6:00 P.M.

I. OFFICIAL CANVASS OF GENERAL AND SPECIAL ELECTIONS

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

Roman F. Reed, Mayor Pro Tem, called the Regular Session of the City Council of the City of Bellaire, Texas, to order at 6:00 p.m. on Monday, November 20, 2017.

Mayor Pro Tem Reed announced that Mayor Andrew S. Friedberg was returning from a trip out of town and would be arriving later this evening.

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

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

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

Other officials present were Paul A. Hofmann, City Manager, and Tracy L. Dutton, City Clerk.

*Mayor Friedberg arrived at the conclusion of the reading of the tabulation of votes and issued the Certificates of Election to the candidates.

C. Tabulation of Votes:

Tabulation of the total number of votes received in each precinct (128, 182, 214, 215, and 268) and the sum of the precinct totals cast in the City of Bellaire, Texas, General Election held on the 7th day of November, 2017, for the purpose of electing a Mayor, Councilman - Position No. 1, Councilman - Position No. 3, and Councilman - Position No. 5, and in the Special Election held on the 7th day of November, 2017, for the purpose of amending the Charter of the City of Bellaire, Texas - Submitted by Tracy L. Dutton, City Clerk; tabulation to be read by Tracy L. Dutton, City Clerk, and Paul A. Hofmann, City Manager; tabulation prepared by the Elections Division of the Harris County Clerk's office.

Tracy L. Dutton, City Clerk, advised that she and **Paul A. Hofmann, City Manager**, would read the tabulation of the votes that were cast during early voting, on Election Day, and the grand total by precinct for the General Election held on November 7, 2017. Following the tabulation of the General Election, City Clerk Dutton and City Manager Hofmann read the tabulation of the votes cast during the Special Election held on November 7, 2017, for the purpose of amending the Charter of the City of Bellaire, Texas.

General Election

City Clerk Dutton and City Manager Hofmann read the tabulation of the ballots cast during early voting in the General Election by precinct (128, 182, 214, 215 and 268) for each candidate whose name appeared on the City of Bellaire ballot. It was noted that there were 405 ballots cast during early voting (ballots cast by mail and ballots cast by personal appearance) in the General Election and 1,700 cast on Election Day, as set forth below. A total of 2,105 ballots were cast in Bellaire Precincts in the November 7, 2017, General Election.

Mayor:

Candidate	Early Voting	Election Day	Total
Andrew S. Friedberg	356	1,423	1,779
Robert Riquelmy	24	186	210

Councilman - Position No. 1:

Candidate	Early Voting	Election Day	Total
Neil Verma	257	1,001	1,258
Kevin Newman	113	496	609

Councilman - Position No. 3:

Candidate	Early Voting	Election Day	Total
Gus E. Pappas	324	1,292	1,616

Councilman - Position No. 5:

Candidate	Early Voting	Election Day	Total
Michael Fife	208	922	1,130
Jim Avioli, Sr.	166	616	782

Special Election:

City Clerk Dutton and City Manager Hofmann read the tabulation of the ballots cast during early voting in the Special Election by precinct (128, 182, 214, 215 and 268) for each proposition that appeared on the City of Bellaire ballot. It was

noted that there were 405 ballots cast during early voting (ballots cast by mail and ballots cast by personal appearance) and 1,700 cast on Election Day as set forth below. A total of 2,105 ballots were cast in Bellaire Precincts in the November 7, 2017, Special Election.

Proposition A	Early Voting	Election Day	Total
For	348	1,359	1,707
Against	35	220	255
Proposition B			
For	347	1,453	1,800
Against	36	143	179
Proposition C			
For	296	1,254	1,550
Against	92	311	403
Proposition D			
For	312	1,162	1,474
Against	77	388	465
Proposition E			
For	359	1,435	1,794
Against	32	158	190
Proposition F			
For	352	1,380	1,732
Against	35	187	222
Proposition G			
For	349	1,371	1,720
Against	37	196	233
Proposition H			
For	328	1,341	1,669
Against	47	221	278
Proposition I			
For	350	1,368	1,718
Against	35	184	219
Proposition J			

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For	332	1,350	1,682
Against	51	201	252
Proposition K			
For	332	1,311	1,643
Against	49	225	274
Proposition L			
For	336	1,319	1,655
Against	46	209	255
Proposition M			
For	328	1,304	1,632
Against	52	222	274
Proposition N			
For	339	1,334	1,673
Against	41	206	274
Proposition O			
For	290	1,105	1,395
Against	82	342	424
Proposition P			
For	299	1,103	1,402
Against	62	273	335
Proposition Q			
For	340	1,309	1,649
Against	43	237	280
Proposition R			
For	324	1,241	1,565
Against	57	343	400

D. Adoption of Ordinance Canvassing Returns and Declaring Results:

Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, canvassing the returns and declaring the results of the City of Bellaire, Texas, General Election held on the 7th day of November, 2017, for the purpose of electing a Mayor, Councilman - Position No. 1, Councilman - Position No. 3, and Councilman - Position No. 5, and canvassing the returns and declaring the results of the Special Election held on the 7th day of November, 2017, for the purpose of amending the Charter of the City of Bellaire, Texas - Submitted by Tracy L. Dutton, City Clerk.

Mayor Pro Tem Reed read the caption of the agenda item, then opened the floor for any questions or comments from members of the City Council. Hearing none, Mayor Pro Tem Reed entertained a motion related to the ordinance.

Motion:

To adopt the ordinance as presented.

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

Hearing no comments or discussion related to the motion, **Mayor Pro Tem Reed** called for action on the motion.

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

E. Certificates of Election:

Issuance of a Certificate of Election to each candidate elected to the office of Mayor, Councilman - Position No. 1, Councilman - Position No. 3, and Councilman - Position No. 5 - Issuance by Andrew S. Friedberg, Mayor; submitted by Tracy L. Dutton, City Clerk.

Mayor Pro Tem Reed turned the floor over to Andrew S. Friedberg, Mayor, for the issuance of Certificates of Election.

Mayor Friedberg advised that upon adoption of the ordinance canvassing the returns, the results were declared "official," and he was delighted to have the opportunity to issue the Certificates of Election.

Council Member-Elect Neil Verma was recognized for his election as Council Member - Position No. 1;

Council Member Gus E. Pappas was recognized for his election for a second term as Council Member - Position No. 3;

Council Member Michael Fife was recognized for her election for a second term as Council Member - Position No. 5.

Mayor Friedberg noted that in his capacity as the Presiding Officer of the Canvassing Authority, he had duly issued a Certificate of Election to himself (noting that this was a statutory requirement).

Council Member-Elect Neil Verma was provided an opportunity to say a few words.

Council Member-Elect Verma thanked everyone for the opportunity to serve and expressed his appreciation to the voters who had taken the time to cast a ballot. In particular, he thanked Council Members Pollard, Fife, Montague, McLaughlan, Reed, and Pappas and Mayor Friedberg for the insight each had given him regarding running for office and his wife. He also thanked former

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Council Member Mandy Nathan, his campaign treasurer and the person who had given him the original inspiration to run.

Mayor Friedberg thanked everyone and congratulated the candidates that were successful in their re-election bids and expressed appreciation to all of the candidates in all of the races. He stated his appreciation of their commitment to service and a desire to make Bellaire the best that it could be.

F. Adjourn.

Mayor Friedberg announced that the Official Canvass portion of the Regular Session was adjourned at 6:50 p.m. on Monday, November 20, 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 6:50 p.m. on Monday, November 20, 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	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 - Trisha S. Pollard, Council Member.

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

D. Pledges to the Flags - Trisha S. Pollard, Council Member.

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

E. Recognition of Proclamation:

Issuance of a proclamation proclaiming the 19th day of October, 2017, as Diwali Day in the City of Bellaire, Texas, and encouraging residents of all faiths and backgrounds to share in the spirit of Diwali and in celebration of Indian culture, customs and traditions - Submitted by Andrew S. Friedberg, Mayor.

Mayor Friedberg advised that on October 19, 2017, he had issued a

proclamation proclaiming Diwali Day in the City. Like so many other things this year, it was delayed a bit. He indicated that he was pleased to have the opportunity, even belatedly, to present the proclamation this evening. After reading the proclamation in its entirety, Mayor Friedberg invited Deepak Bedi to receive the proclamation, noting that Mr. Bedi had a special presentation to make as well.

Indian Community Leaders Deepak Bedi, Jana Bedi, and Atul Salhotra received the proclamation on behalf of their community.

Deepak Bedi noted that the Festival of Lights or Diwali started 500 years ago in northern India, and advised that the Indian community had been in the United States for over 150 years. Approximately ten years ago, Diwali Day was made a communal event and was shared with all creeds and religions in Bellaire.

Mr. Bedi stated that the City had made it easy for the community to have their festival each year. A large party was planned for this year on October 20, 2017; however, the Indian community felt that the money would be better spent through the Bellaire Brave Fund, organized by the Patrons for Bellaire Parks (Patrons). Mr. Bedi presented a check in the amount of \$7,001 to Patrons Board Member Winfred Frazier.

Winfred Frazier, Board Member, thanked Mr. and Mrs. Bedi for all of the work they did for the community.

Mayor Friedberg thanked the Indian community for sharing the spirit of Diwali with Bellaire and for the sentiment behind their very generous donation to the Bellaire Brave Fund.

F. Approval or Correction of Minutes:

Consideration of and possible action on the adoption of the minutes of the Special Session of the City Council of the City of Bellaire, Texas, held on Monday, October 9, 2017 - Submitted by Tracy L. Dutton, City Clerk.

Mayor and Council - Special Session - Oct 9, 2017 6:00 PM

Mayor Friedberg read the minutes agenda item caption and asked if there were any corrections to the minutes as presented. Hearing none, **Mayor Friedberg announced that the minutes were adopted as presented.** Mayor Friedberg also noted that the minutes for October 2, 2017, were still being prepared and would be presented at an upcoming meeting.

G. Personal/Audience Comments.

Mayor Friedberg briefly summarized the rules for personal/audience comments, noting that the time limit for speakers was five (5) minutes, with notice after four (4) minutes that one (1) minutes was left.

Robert Riquelmy:

Mr. Riquelmy addressed City Council and advised that he wished to read an article from The New York Times dated August 11, 2017, in however many sessions it took to get it read. The title of the article was "Why Are Police Officers More Dangerous Than Airplanes?" by Pagan Kennedy. The article was related to an incident involving the shooting of a 21-year old male by a police officer in Kenosha, Wisconsin, and the

investigative process that followed the shooting as compared to a standard investigation undertaken when a commercial plane crashed.

H. Reports and Presentations:

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

Paul A. Hofmann, City Manager, presented the City Manager's Report dated November 20, 2017, to members of the City Council. Several videos to be rolled out as part of the City's premier employer website were shown to members of City Council. Other topics included a communications update, recognition of new employees hired by the Public Works Department, an update related to flood damaged properties, upcoming events to be held in the City, and an overview of upcoming agenda items for City Council's consideration.

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

2. Presentation of the FY 2017 Fourth Quarter Report for the City of Bellaire, Texas - Submitted by Terrence Beaman, Chief Financial Officer.

After **Mayor Friedberg's** introduction of the agenda item, he invited Jim Harrison, Assistant Director of Finance, to the podium to present the City's quarterly report for the 4th quarter.

Jim Harrison, Assistant Director of Finance, presented the report for the City of Bellaire's 4th quarter (FY 2017) to members of the City Council. At the conclusion of the report, Assistant Director Harrison indicated that he was available to answer any questions that members of the City Council might have related to his report.

Following questions, **Mayor Friedberg** announced that the quarterly report was concluded and continued to the next item on the agenda.

3. Report on the Texas Municipal League (TML) Conference - Submitted by Trisha S. Pollard, Council Member.

Trisha S. Pollard, Council Member, provided a report on a recent Texas Municipal League-sponsored conference she had attended on October 5, 2017. She indicated that she attended two sessions that she felt fellow Council Members might be interested in. One session was on the Texas Municipal Retirement System (TMRS) that the City's employees participated in. She summarized points of interest from the session, including the number of participants, type of plan, governance of the plan, actuarial amounts paid by the City, and public benefits gained from membership in TMRS.

The second session Council Member Pollard attended related to how to deal with the railroad through your city. This was primarily a panel discussion which included representatives from the two major railroads. The railroad that ran along the eastern edge of Bellaire was Union Pacific. She indicated that during audience comments she directed three issues to the Union Pacific representative as follows: 1) the state of sidewalks at Bellaire Boulevard and Bissonnet Street

at the intersection of the railroad; 2) the number of homeowners that flooded during Harvey and the belief by those homeowners in the Southdale area of Bellaire that their homes flooded due to the dam caused by the railroad; and 3) she inquired as to whether Union Specific would like to contribute to the Bellaire Brave Fund.

Council Member Pollard indicated that the Union Pacific representatives met with the City Manager (Paul Hofmann), City Engineer (James Andrews), Director of Public Works (Michael Leech) and Council Member Pollard on October 18. Union Pacific advised that the federal government had jurisdiction over railroad crossings. In Texas, that authority was delegated to the Texas Department of Transportation (TxDOT), which viewed sidewalks with a holistic approach. The new approach with federal funding availability would result in a five-foot sidewalk being built across the railroad tracks. Union Pacific indicated that they had already been working with TxDOT and the City of Houston on sidewalk designs for the Bellaire Boulevard crossing. That project was nearing the shovel-ready stage, although the work had yet to be scheduled.

The City of Bellaire might need to make some sidewalk repairs or fill in the gaps starting at the boundary line of the City heading west. The railroad crossing at Bissonnet Street would not be quite as easy. TxDOT's holistic approach had not yet been applied to the Bissonnet crossing nor had a time frame been developed for such project. Director Leech indicated that he would follow up with the TxDOT representative that would oversee that project. Council Member Pollard provided a description of issues that would need to be addressed before the Bissonnet Street sidewalk could be designed.

I. New Business:

Adoption of Ordinance:

Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, amending Chapter 33, Telecommunications, of the Code of Ordinances of the City of Bellaire, Texas ("City Code"), for the purpose of adding a new article, Article II, to address regulations related to small cell network facilities in public rights-of-way - Submitted by ChaVonne Sampson, Interim Director of Development Services.

Mayor Friedberg read the caption of the agenda item and invited Alan P. Petrov, City Attorney, to provide an introduction of the item.

Alan P. Petrov, City Attorney, advised that small cell networks were becoming more popular as opposed to older-style telecom towers that people were used to seeing. He indicated that during the past session of the Texas Legislature, Senate Bill 1004 was adopted which essentially gave the telecom providers the right to locate cell structures within municipal rights-of-way with limited rights for municipalities to 1) collect some fees for that right, and 2) to adopt some regulations to protect health and safety. The ability to adopt regulations was limited, and cell providers could be aggressive. For that reason, the City felt that it was important to get a permit process in place quickly so that the City could regulate the location of the network nodes to the best of our ability and to the maximum amount that the law allowed. He noted that the maximum fee that the City could collect from network providers was approximately \$250 per node.

Mayor Friedberg opened the floor for questions of the City Attorney prior to deliberation. Following questions, Mayor Friedberg entertained a motion to adopt

the ordinance as presented.

Motion:

To adopt the ordinance as presented amending Chapter 33, Telecommunications, of the Code of Ordinances for the purpose of adding a new article to address regulations related to small cell network facilities in public rights-of-way.

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

Mayor Friedberg advised that questions were still in order, as well as deliberation. Following questions and deliberation, Mayor Friedberg offered an amendment to the motion.

Amendment No. 1:

To amend the first recital of the proposed ordinance and Section 33-101, Purpose, of the proposed new article by replacing the phrase "Senate Bill No. 1004, which authorizes certain facilities to be installed in a municipality's public right-of-way" with "Senate Bill No. 1004 requires municipalities to allow certain facilities to be installed in their public rights-of-way."

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

Hearing no discussion or deliberation on the amendment, **Mayor Friedberg** called for action on the amendment.

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

Following action on the amendment, Mayor Pro Tem Reed offered a motion to postpone consideration of the item indefinitely.

Motion:

To postpone consideration of the item indefinitely.

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

Mayor Friedberg opened the floor for discussion regarding the motion to postpone.

Following discussion, action was taken on the motion.

RESULT:	FAILED [1 TO 6]
MOVER:	Roman F. Reed, Mayor Pro Tem
SECONDER:	Pat B. McLaughlan, Council Member
AYES:	Reed
NAYS:	Friedberg, Pollard, Pappas, McLaughlan, Fife, Montague
ABSENT:	None

Amendment No. 2:

To limit the placement of small cell nodes to the rear of residential blocks.

{Moved by Trisha S. Pollard, Council Member, and seconded jointly by Pat B. McLaughlan and Gus E. Pappas, Council Members}

Discussion ensued among members of the City Council and City Attorney regarding the amendment. **City Attorney Petrov** suggested that City Council adopt the ordinance with the first amendment and allow him to return at a subsequent meeting with language to address the second amendment.

Council Member Pollard suggested withdrawing amendment no. 2. **Mayor Friedberg** asked if anyone objected to the withdrawal of amendment no. 2. Hearing none, Mayor Friedberg advised that the amendment was withdrawn and that the City Attorney had clear direction to return with language that would place limitations on the location of the nodes.

Members of City Council continued with questions of the City Attorney on the motion, as amended. Following questions, **Mayor Friedberg** called for action on the motion, as amended.

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

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

Community interest items from the Mayor and City Council included expressions of thanks to the Patrons for Bellaire Parks and Assistant Director of Parks, Recreation and Facilities Cheryl Bright for all of their efforts with the block party featuring Dennis Quaid, as well as expressions of thanks to Mayor Friedberg and his wife, Jennifer, for hosting a party for Dennis Quaid, the Patrons for Bellaire Parks, and sponsors of the block party; a report was given on the next generation of concrete road surfaces known as "diamond grooving" and the benefits to Bellaire residents if the three miles of Loop 610 through Bellaire could be restored with such a surface; expression of thanks to outgoing Board of Adjustment Chair Jill Almaguer for her service; a report on the workshop for the Flood Hazard Mitigation Task Force; expressions of congratulations to all candidates and precinct election officials; expression of congratulations to the City for its outstanding premier employer videos; an expression of congratulations to The Nature Discovery Center on a successful gala; and wishes for everyone to have a wonderful Thanksgiving.

K. Adjourn.

Mayor Friedberg announced that the Regular Meeting of the City Council of the City of Bellaire, Texas, was adjourned at 9:21 p.m. on Monday, November 20, 2017.

III. CLOSED MEETING**A. Call to Order - Andrew S. Friedberg, Mayor.**

Mayor Friedberg called the Closed Meeting of the City Council of the City of Bellaire, Texas, to order at 9:21 p.m. on Monday, November 20, 2017.

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

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

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

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

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

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

Retire into closed meeting pursuant to the *Texas Government Code, Chapter 551, Open Meetings Act, Section 551.071, Consultation with Attorney; Closed Meeting*, to seek advice on legal matters related to the Linbeck construction contract.

Mayor Friedberg announced that members of City Council would retire into closed meeting at 9:22 p.m. on Monday, November 20, 2017, pursuant to the *Texas Government Code, Chapter 551, Open Meetings Act, Section 551.071, Consultation with Attorney; Closed Meeting*, to seek advice on legal matters related to the Linbeck construction contract. Members of the City Council retired into closed meeting in the Council Conference Room, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas 77401, at 9:22 p.m. on Monday, November 20, 2017.

D. Reconvene in Open Meeting in the Council Chamber:

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

Mayor Friedberg announced that the City Council was reconvened at 10:41 p.m. on Monday, November 20, 2017. He advised that members of City Council had met in closed meeting to receive advice from the City Attorney on legal matters and opened the floor for motions from Council Members that were present.* Hearing none, **Mayor**

Friedberg indicated that no action would be taken on items discussed in the closed meeting.

*Council Member McLaughlan left the closed meeting just prior to reconvening at approximately 10:25 p.m.

E. Adjourn.

Mayor Friedberg announced that the Closed Meeting of the City Council of the City of Bellaire, Texas, was adjourned at 10:42 p.m. on Monday, November 20, 2017.



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.

Minutes Acceptance: Minutes of Dec 4, 2017 6:30 PM (Adoption of Minutes:)

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.

Mayor and Council

Council Chamber, First Floor of City
Hall
Bellaire, TX 77401-4411



Meeting: 12/18/17 07:00 PM
Department: Public Works
Category: Agreement
Department Head: Michael Leech
DOC ID: 2321

**SCHEDULED
ORDINANCE (ID # 2321)**

Item Title:

Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing an amendment to a Contract and Agreement for Engineering Services by and between HDR Engineering, Inc., and the City of Bellaire, Texas, for engineering services associated with the Rebuild Bellaire Phase Five Paving and Drainage Improvements Project and authorizing the City Manager and the City Clerk of the City of Bellaire, Texas, to execute and attest, respectively, for and on behalf of the City of Bellaire, Texas, a contract amendment proposal with HDR for additional engineering design and construction phase services in the amount of \$196,356.34 - Submitted by Michael Leech, Director of Public Works.

Background/Summary:

On May 20, 2013, Council awarded the Rebuild Bellaire Phase Five Paving and Drainage Improvement Engineering Services contract to HDR Engineering, Inc. in the amount of \$1,564,812. The original engineering scope was based on estimates for hourly construction observation services and related construction administration services for one project. When the construction projects were bid, they were split into two projects with separate contractors, locations and construction schedules. These projects now became Rebuild Bellaire 5A and Rebuild Bellaire 5B.

On January 25, 2016 Council awarded a change order in the amount of \$125,000 for additional engineering services to HDR Engineering, Inc. The cost estimates that were provided for the original engineering services contract award included assumptions that were no longer feasible with an additional project added to the scope. As detailed in the attachments, here are some highlights in the contract amendment:

1. Fourteen (14) months was not enough time in the contract to cover the cost of construction observation and construction administration services for both projects,
2. An additional community meeting and bidding process was added for the second project, and
3. The second project was bid several months after the first project was bid.

HDR Engineering, Inc., agreed to work with the City to only request reimbursement for the additional construction administration if project savings from Rebuild Bellaire 5A and Rebuild Bellaire 5B is available after all construction work is completed. HDR has tracked the additional construction administrative and construction observation services at the hourly rate and is requesting a lump sum fee of \$196,356.34 for the extra work they have provided for the Rebuild Bellaire program.

The Rebuild Bellaire 5A project was closed at a City Council meeting May 26, 2017 with a savings of \$640,678.24. This funding was used to pay TxDOT \$1 million for a storm sewer upgrade in the City of Bellaire while they are reconstructing the interchange at I-69 and IH 610 in the upcoming months. The Rebuild Bellaire 5B project is on tonight's agenda for release of retainage and closeout with a savings of \$495,275.03.

Public Works staff recommends payment to HDR Engineering, Inc. in the amount of \$196,356.34 for their services already performed above and beyond this contract.

Previous Council Action Summary:

May 20, 2013 - Council approved Ordinance # 13-026 awarding the professional engineering services for the Rebuild Bellaire Five Paving and Drainage Improvements to HDR Engineering, Inc. for \$1,564,812.00.

January 25, 2016 - Council approved Ordinance # 16-005 awarding additional engineering design and construction phase services for the Rebuild Bellaire Five Paving and Drainage Improvements to HDR Engineering, Inc. for \$125,000.

Fiscal Impact:

If approved on tonight's agenda, the Rebuild Bellaire 5B release of retainage and project closeout shows a difference of \$495,275.03 between the Original Construction Contract Amount (\$8,393,297.00), and the Final Construction Amount (\$7,898,021.97). This contract will be paid from the savings

City Attorney Approval:

Yes

Recommendation:

The Public Works Department recommends a favorable City Council action with respect to an amendment to a Contract and Agreement for engineering services in the amount of \$196,356.34 to HDR Engineering, Inc., for engineering services provided for the Rebuild Bellaire 5B project and authorization for the City Manager of the City of Bellaire, Texas, to award an amendment to a Contract and Agreement with HDR Engineering, Inc. in the amount of \$196,356.34.

ATTACHMENTS:

- Rebuild Bellaire 5A and 5B Engineering Amendment #3_Contract and Agreement (DOC)
- Rebuild Bellaire 5A and 5B Engineering Amendment #3_Ordinance(DOC)
- Rebuild Bellaire 5A and 5B Engineering Amendment #3_Proposal (PDF)

CONTRACT AND AGREEMENT FOR ENGINEER SERVICES

HDR ENGINEERING, INC (HDR)

This Agreement is made and entered into by and between the **CITY OF BELLAIRE, TEXAS**, hereinafter referred to as "**BELLAIRE**," and the undersigned, **HDR ENGINEERING, 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.

HDR ENGINEERING, INC

By: _____

Printed Name: _____

ATTEST:

Witness

Exhibit A to Ordinance No. _____

This Contract and Agreement is executed by the City Manager 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. _____



ORDINANCE NO. 17-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, APPROVING AN AMENDMENT TO A CONTRACT AND AGREEMENT FOR ENGINEERING SERVICES BY AND BETWEEN HDR ENGINEERING, INC, AND THE CITY OF BELLAIRE, TEXAS, FOR ENGINEERING SERVICES ASSOCIATED WITH THE REBUILD BELLAIRE FIVE PAVING AND DRAINAGE IMPROVEMENTS PROJECT AND AUTHORIZING THE CITY MANAGER OF THE CITY OF BELLAIRE, TEXAS, TO EXECUTE, FOR AND BEHALF OF THE CITY OF BELLAIRE, TEXAS, A CONTRACT AMENDMENT PROPOSAL WITH HDR FOR ADDITIONAL ENGINEERING DESIGN AND CONSTRUCTION PHASE SERVICES.

WHEREAS, the City Council of the City of Bellaire, Texas, heretofore previously entered into a Contract and Agreement for Engineering Services (the "Contract") with HDR Engineering, Inc. ("HDR"), on May 20, 2013, for engineering services associated with the Rebuild Bellaire Phase Five Paving and Drainage Improvements Project (the "Project") in an amount not to exceed \$1,564,812.00 (Ordinance No. 13-026); and

WHEREAS, the scope of the Project increased since that time requiring additional engineering design and construction phase services with HDR on January 25, 2016, for engineering services associated with the Rebuild Bellaire Phase Five Paving and Drainage Improvements in an amount not to exceed \$125,000 (Ordinance No. 16-005); and

WHEREAS, the scope of the Project increased since that time requiring additional engineering design and construction phase services; and

WHEREAS, HDR has proposed that the Contract should be increased in the amount of \$196,356.34 for said engineering services and has prepared a contract

amendment proposal for such purposed, in form as attached hereto and marked Exhibit "A"; and

WHEREAS, the City Council of the City of Bellaire, Texas, has determined that it is in the best interest of the City of Bellaire, Texas, to enter into said contract amendment proposal with HDR; **NOW, THEREFORE**,

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

1. The recitals set forth hereinabove are true and correct.
2. The City Council of the City of Bellaire, Texas, hereby approved the contract amendment proposal, in a form as attached hereto and marked Exhibit "A," submitted by HDR for an increase in the amount of \$196,356.34 to the Contract for engineering services associated with the Project.
3. The City Manager of the City of Bellaire, Texas, is hereby authorized to execute, for an on behalf of the City of Bellaire, Texas, said contract amendment proposal with HDR.
4. Upon execution of said contract amendment proposal, the total amount paid to HDR for engineering services associated with the Project will equal \$1,886,168.34.

PASSED, APPROVED, and ADOPTED this 18th day of December, 2017.

(SEAL)

ATTEST:

Tracy L. Dutton, TRMC
City Clerk

SIGNED:

Andrew S. Friedberg
Mayor

APPROVED AS TO FORM:

Alan P. Petrov
City Attorney



November 22, 2017

Paul Hofmann
City Manager
City of Bellaire
7008 S. Rice Avenue
Bellaire, Texas 77401

**Re: Amendment #3 to HDR Contract for Professional Engineering Services
Request for “At-Risk” CA & CO Fees from Remaining Construction Funds
Rebuild Bellaire Phase Five Paving and Drainage Improvements
City of Bellaire, Texas**

Dear Mr. Hofmann:

This letter is accompanying the project closeout package of the Rebuild Bellaire Phase Five-B Reconstruction Project and serves as HDR’s contract amendment request for the “At-Risk” Construction Administration and Construction Observation Fees due to be paid by the City from unexpended construction funds at the project closeout. The following sections provide an overall background and timeline of events concerning this amendment request as well as the fee amount requested for these services.

Background and Timeline of Events:

As you are aware, the Bellaire City Council approved Contract Amendment No. 1 to HDR’s Agreement for Engineering Services for the Rebuild Bellaire Phase Five Reconstruction Project on January 25, 2016 per City Ordinance No. 16-005. A copy of the executed Contract Amendment No. 1 is included with this letter as “**Attachment A**” for reference.

As discussed in the amendment, HDR provided reduced rates for continuing to provide construction phase services on the Phase Five-B portion of the project. HDR would provide construction administration services estimated to be \$113,000 with \$12,115 being paid up front as a lump sum. The remaining difference of \$100,885 would be paid from whatever amount of construction money is left after the Phase Five project closeout. Therefore, HDR has been providing such services “At Risk” on Phase Five-B with payment from the City due from remaining contingency funds not expended on the construction contract.

The amounts negotiated in the contract amendment were based on estimates and what both sides were willing to “risk” at the time. There was discussion during the negotiation and documentation of the contract amendment that the hours which comprise the contract amendment fee were approximate and that additional hours and fee may be required as the project progresses. It was also pointed out, both in negotiation and documented in the contract amendment, that it is anticipated additional

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fees will exceed the amount negotiated in the contract amendment. Both the City and HDR agreed that this would be examined at a later date.

The Rebuild Bellaire Phase Five-A Reconstruction Project reached final completion on March 2, 2017 with \$640,678.24 remaining in construction funds. HDR submitted the Phase Five-A project closeout to the City on March 23, 2017 along with an Amendment Request for the originally agreed to "At-Risk" amount of \$100,885. This was done with the expectation of a good faith payment from the City of Bellaire since such a substantial fee was "At-Risk" and more than enough construction funds were left over from Phase Five-A. HDR also noted in this Amendment Request that additional hours and fee beyond the original "At-Risk" amount would be required and that HDR would like the City to consider future payment for additional services performed if remaining construction funds were available at the end of the Phase Five-B project. A copy of HDR's March 23, 2017 Amendment Request is included with this letter as "**Attachment B**" for reference.

In response to HDR's Amendment Request, the City's Director of Public Works Mr. Michael Leech met with HDR staff on April 11, 2017 to discuss HDR's estimated additional construction phase fees for the completion of the Phase Five-B project. HDR presented Mr. Leech with the "Summary of Construction Phase Fee Status for Phase 5" Memorandum during this meeting which provided an overall history of the project along with a total estimated cost to complete of \$201,439.82 (including \$100,885 agreed upon "At-Risk" amount) for Construction Administration and Construction Observation services required to complete the Phase Five-B project. It should be noted that this cost to complete included a 27-day extension of the contract time due to unforeseen field conditions per Change Order No. 1, bringing the completion of the project to July 8, 2017. A copy of HDR's Memorandum is included with this letter as "**Attachment C**" for reference.

HDR received an email from the City on May 9, 2017 which included an official response to HDR's April 11, 2017 Memorandum and March 23, 2017 Amendment Request. Per these documents, the City informed HDR that the "City intends to fully honor the terms of the contract amendment and will compensate HDR when both 5A and 5B construction project close out processes are complete." Furthermore, the City understood that the estimate of cost provided by HDR on April 11, 2017 was only an estimate and may change in accordance with construction progress which the City would compensate accordingly. Based on this direction from the City, HDR continued to provide extended construction phase services. A copy of the City's email and response letter are included with this letter as "**Attachment D**" for reference.

Fee Amount:

The Rebuild Bellaire Phase Five-B Reconstruction Project reached final completion on October 24, 2017 with \$495,275.03 remaining in construction funds, thereby bringing the total remaining Phase Five construction funds to \$1,135,953.27. Since the Phase Five-B project closeout is being presented to City Council at the same time as this letter,

HDR is hereby requesting payment for the actual additional "At-Risk" Construction Administration and Construction Observation services performed as outlined below:

Additional Construction Admin. Fee (includes original \$100,885 amount):	\$145,651.33
Additional Construction Observation Fee:	\$50,705.01
Total Additional Construction Phase Fee Requested at Closeout:	\$196,356.34
City's Remaining Construction Funds after Payment to HDR:	\$939,596.93

HDR has tracked and documented monthly on an hourly basis the level of effort for the hours charged after the execution of Contract Amendment No. 1. HDR has provided these hours to the City every month on an attachment that is included with every project invoice in order to keep the City aware of the amount of time that HDR was spending on the project. HDR has not received any comments or rejections from City personnel on the hours submitted. A copy of this invoice attachment is included with this letter as "**Attachment E**" for reference.

As a matter of interest, HDR would like to note that the actual additional construction phase services performed and being requested are lower than the costs estimated back on April 11, 2017 even though the project closeout was extended from July to October. HDR hopes that the City of Bellaire will see that HDR has been fair, professional and efficient in its performance of this project and has exercised care in controlling our costs and keeping them within a reasonable and expected amount. We also feel that our quality performance has directly contributed to the significant savings to the City indicated by the unexpended contingency funds remaining on the project. HDR has performed a substantial amount of work on an "At-Risk" basis with the expectation that we will be paid for our additional work from the remaining unexpended contingency funds from Phase Five-A and Five-B, per our Contract Amendment No. 1 dated January 25, 2016, and per the City's email direction and letter received May 9, 2017. HDR has done this because of the long standing positive relationship with the City and we appreciate the opportunity to continue working with the City of Bellaire.

Please let me know if you require any additional information to act on this request.

Sincerely,

HDR ENGINEERING, INC

Acceptance: City of Bellaire, Texas



David C. Weston
Vice President/Area Manager

Signature

Name

Title

ATTACHMENT A

HDR'S CONTRACT AMENDMENT NO. 1
EXECUTED JANUARY 25, 2016



CITY OF

Bellaire

7008 South Rice Avenue • Bellaire, Texas 77401-4495 • (713) 662-8222 • Fax: (713) 662-8212

February 2, 2016

Mr. David C. Weston
Vice President
HDR Engineering, Inc.
4828 Loop Central Drive
Suite 800
Houston, Texas 77081

Dear Mr. Weston:

Enclosed please find one (1) original Contract Amendment to a Contract and Agreement for Engineering Services by and between HDR Engineering, Inc., and the City of Bellaire, Texas, for the Rebuild Bellaire Phase Five Reconstruction Project. The Contract Amendment was approved and adopted by the City Council of the City of Bellaire, Texas, by Ordinance No. 16-005 on January 25, 2016.

If you need anything further for your files, please do not hesitate to let me know. I may be reached by telephone at (713) 662-8275 and by email at tdutton@bellairetx.gov.

Sincerely,

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

Enclosure (1)

cc: City Manager Paul A. Hofmann
Assistant City Manager Diane K. White
Finance Manager William Mize
Director of Public Works Brant Gary
Project Manager Michelle Jordan
Information Coordinator Todd A. Gross

Mr. Terry Maher
HDR Engineering, Inc.

Attachment: Rebuild Bellaire 5A and 5B Engineering Amendment #3_Proposal (2321 : HDR Contract Amendment #3 for Engineering Services



January 20, 2016

Mr. Brant Gary
Director of Public Works
City of Bellaire
7009 S. Rice Avenue
Bellaire, Texas 77401

Re: Contract Amendment to HDR Contract with the City of Bellaire for Rebuild Bellaire Phase Five, dated May 20, 2013; Paving and Drainage Improvements; City of Bellaire, Texas

Dear Mr. Gary:

As requested, HDR is pleased to submit this contract amendment for the above referenced contract and the associated fee associated with the amendment. This amendment addresses fees associated with the Construction Phase of the project. This amendment is desired by the City so as to compensate HDR for additional work associated with scope increases on Phase 5.

The Phase 5 project was originally intended to be one construction contract to be constructed over a 14 month period. Fees in the above referenced project for Construction Observation and Construction Administration were generated based on a single design/bid construction contract and construction occurring over a 14 month period.

It was decided by the City to separate the single contract into two contracts, with one contract designated 5A to begin in March of 2015 and to be 17 months in duration. The second contract, designated as 5B is to begin in March of 2016 and to be 15 months in duration. Therefore, the total length of the Phase 5 project (which includes 5A and 5B) is to be 27 months with a 6 month overlap of construction schedules. Therefore, the overall length of time that construction observation services and construction administration services are to be performed has been increased from 14 months to 27 months. Also since there are now two contracts instead of one contract, the construction administrative services scope has increased.

This contract amendment addresses:

The costs associated with splitting the construction packages from one package to two, which includes an additional bidding process and an additional Neighborhood Meeting.

The costs associated with additional Construction Administration services due to the additional construction contract. The tasks which need to be performed are the same as listed in the above referenced agreement which need to be performed on each construction contract (5A and 5B). We have adjusted hours on tasks where a duplication between 5A and 5B may occur.

The costs associated with Construction Observation increasing the overall construction period from 14 months to 27 months. It is estimated that a single site representative will be on site an average of 40 hours per week including when both 5A and 5B are under construction simultaneously.

The costs associated with the design of proposed 1,300 L.F. of 8 inch waterline and 42 service connections to the paving and drainage Plans for Imperial Street as requested by the City.

The costs associated with Texas Department and Licensing and Regulation Filing Fees (estimated TDLR Fees plus 10%) for required licensing for Americans with Disability Act review requirements.

HDR is including a credit for work which was anticipated in the original agreement but was eliminated. This is design work on Second Street, which was eliminated after the preliminary engineering was performed. It was determined that there was not sufficient capacity on Bellaire Blvd. and Bissonnet Street to accommodate the needs of the drainage system for Second St. An alternate design was discussed with City staff after the Preliminary Engineering was performed and it was determined to delete further design on Second Street until future provisions could be made to address the drainage concerns.

From Conversations with City staff, it is HDR's understanding that there are limiting budgetary concerns for additional work. As Bellaire is a long standing client of HDR's and whereas the City and HDR have developed an excellent relationship and whereas HDR desires to assist the City of Bellaire in its budget concerns, HDR is offering to help the City by offering reduced rates on the Construction Observation and Construction Administration portions of this contract modification. These adjustments are applicable to this Phase 5 project only and are not intended for future work on other projects.

In order to aid the City in its budgetary concerns regarding this project, HDR will adjust its charges for Construction Observation and Administration fees with rates reduced from our normal billing rates. Construction Observation will be billed hourly. Construction Administration tasks will be documented hourly, with the first \$12,115 of effort billed as a lump sum, per this contract

modification. Construction Administration tasks that are performed beyond the initial \$12,115 level of effort will be tracked and documented monthly on an hourly basis for future payment per this contract modification. This will be effective for hours charged after the execution of this contract modification. It should be understood that the hours estimated for these tasks are approximate and additional hours and fee may be required as the project progresses depending on need. We will coordinate carefully with City staff on the use of the designated time and fee. From our discussions with City staff they have asked us to economize in this manner.

It is anticipated that additional fees for the scope of work under Construction Administration will exceed the fees negotiated in this amendment. In recognition of this budgetary constraint, HDR will work in advance of dedicated funding for the additional Construction Administration requirements, as requested by the City. The City will pay for these additional services with any remaining project funds on hand (either Construction or Engineering Services) at Phase 5 Construction Project closeout. This will not apply to any additional pass through costs which may be necessary due to future project needs, such as additional materials testing, surveying, urban forester or any other special consultant needs or unique additional services requests which the City may desire that is beyond the standard Construction Administration duties. HDR reserves the right to request additional fees for additional services for non Construction Administration duties that may occur in the future.

The additional fees requested as part of this contract amendment are as follows:

Imperial Street Waterline Design (Lump Sum) \$2,280.00

Splitting project in two, including Bidding process and Neighborhood Meeting (Lump Sum) \$23,110

Construction Administration – Partial cost for additional Construction Administration at a reduced rate (lump sum) \$12,115. Costs beyond this amount will be tracked, reported on a monthly basis, and paid at project completion based on actual work performed from any project funds (construction or engineering services) remaining after Phase 5 project closeout, not to exceed \$113,000 (which includes the \$12,115 listed above).

Construction Observation \$100,000

Less credit for Second Street Design (\$13,605)

Texas Department of Licensing and Regulation Filing Fees \$1,100

Total Additional Fees \$125,000

HDR appreciates the opportunity to submit this contract modification and to continue working with the City of Bellaire.

Sincerely,

HDR Engineering



David C. Weston

Vice President

City of Bellaire, Texas


Signature

Andrew S. Friedberg
Name

Mayor
Title

Attachment: Rebuild Bellaire 5A and 5B Engineering Amendment #3_Proposal (2321 : HDR Contract Amendment #3 for Engineering Services

ATTACHMENT B

HDR'S AMENDMENT REQUEST
DATED MARCH 23, 2017



March 22, 2017

Paul Hofmann
City Manager
City of Bellaire
7009 S. Rice Avenue
Bellaire, Texas 77401

Re: Request for Additional Construction Administration Fees from Remaining Construction Funds on Rebuild Bellaire Phase Five, Paving and Drainage Improvements;
City of Bellaire, Texas

Dear Mr. Hofmann:

As you are aware, the Bellaire City Council approved Contract Amendment No. 1 to HDR's Agreement for Engineering Services for the Rebuild Bellaire Phase Five Reconstruction Project on January 25, 2016 per City Ordinance No. 16-005. A copy of the executed Contract Amendment No. 1 is attached with this letter for reference.

As discussed in the amendment, HDR provided for a partial cost for additional Construction Administration Services at reduced lump sum of \$12,115.00. Since Bellaire has been a long standing client of HDR and HDR desired to assist the City in its budget constraints, HDR agreed to work in advance of dedicated funding for the remaining additional Construction Administration requirements. The City agreed to pay for these additional services not exceeding \$113,000.00 (including the \$12,115.00) with any remaining project funds on hand at Phase Five Construction Project closeout.

The Rebuild Bellaire Phase Five-A Reconstruction Project has reached Final Completion and Project Closeout and is being presented to City Council at the same time as this letter. This project has construction funds remaining at project closeout totaling \$640,678.24. HDR is hereby requesting payment for the remaining additional Construction Administration services as outlined below:

Total Additional Construction Admin. Fee (Not to Exceed):	\$113,000
<u>Portion of Additional Construction Admin. Fee Previously Paid (Lump Sum):</u>	<u>(\$12,115)</u>
Remaining Additional Construction Admin. Fee Requested at Closeout (Lump Sum):	\$100,885

City's Remaining Construction Funds at Project Closeout:	\$539,793.24
--	---------------------

HDR has tracked and documented monthly on an hourly basis the level of effort for the hours charged after the execution of Contract Amendment No. 1. HDR has provided these hours to the City every month on an attachment that is included with every project invoice. HDR has not

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received any comments or rejections from City personnel on the hours submitted and thus considers them acceptable to the City.

Moving forward, HDR is continuing to provide both Construction Administration and Construction Observation Services for the Rebuild Bellaire Phase Five-B Reconstruction Project. Per the January 20, 2016 Contract Amendment Letter, it was understood that additional hours and fee may be required as the project progresses depending on need. HDR would like the City to consider future payment for additional services performed over and above the \$113,000 if remaining construction funds are available at the end of the Phase Five-B project. HDR will continue to track and document the hours charged throughout the remainder of this project.

HDR has always valued the City of Bellaire as a long standing client and appreciates the opportunity to continue working with the City.

Sincerely,

HDR ENGINEERING, INC

City of Bellaire, Texas



David C. Weston
Vice President

Signature

Name

Title

ATTACHMENT C

HDR'S MEMORANDUM
DATED APRIL 10, 2017

Summary of Construction Phase Fee Status for Phase 5

Date: Monday, April 10, 2017

Project: Rebuild Bellaire Phase 5

To: Michael Leech, Director of Public Works, City of Bellaire

From: Chris Claunch, P.E., John Peterson, P.E., CFM, & Ryan Nokelby, E.I.T.

General:

The following is a representation of the fees billed to date by HDR Engineering for Construction Phase Services on the Rebuild Bellaire Phase 5 Project and the anticipated fees that will be generated to complete the project.

History:

The City of Bellaire contracted with HDR Engineering (Contract adopted May 20, 2013) to provide design and construction phase services. This contract was to prepare design/bid documents and provide construction phase services for a single project to be constructed over a 14 month period. HDR's fees for construction phase services were based on a single bid process, construction administration for a single contractor over 14 months and construction observation (construction management) over a 14 month period.

Prior to bidding Phase 5, the City decided it was in their best interest to split the project into two bid packages designated 5A and 5B. 5A was to begin in March 2015 and to be 14 months in duration and 5B was to begin in March of 2016 and to be 15 months in duration. Therefore, the total length of Phase 5 was adjusted to be 27 months with a 3 month overlap of construction schedules. Therefore, HDR was to provide construction administration and construction observation services on two projects instead of one and for a duration of 27 months, with a 3 month overlap instead of 14 months. It is important to note that a single site representative was working both 5A and 5B during the overlap period but construction administration had to continue on two separate projects during that overlap period (Working with two separate contractors on two separate projects).

At the time Phase 5 was split into two projects, HDR felt that there was a clear understanding that additional fees would be necessary due to the splitting of the project into two bid packages, providing construction administration on two projects rather than one, providing construction observation services on two projects for a longer duration than the 14 month period in the original contract upon which HDR's fees were based; and that the services for the additional construction phase would be negotiated and approved at the time 5B was ready to go to construction.

Unfortunately, it became clear at the time of said negotiation that there had been a misunderstanding and the City of Bellaire did not agree with HDR's understanding that additional fees would be necessary due to the increased construction time period for which full time inspection and construction administration services would be required for the additional 5B project. It became apparent that the City had not budgeted such additional fees.

Recognizing the awkwardness of this situation and desiring to aid the City (a long standing client with an excellent relationship of over 30 years), HDR offered a contract amendment (January 20, 2016) under

which HDR offered reduced rates for continuing to provide construction phase services on 5B. HDR would provide construction administration services estimated to be \$113,000 with \$12,115 being paid up front as a lump sum. The remaining difference of \$100,885 would be paid from whatever amount of construction money is left after the Phase 5 project close out. Therefore, HDR has been providing such services “at risk” on 5B recognizing that it may or may not be paid, depending on how much is left in the construction contract.

It must be emphasized that the amounts negotiated in the contract amendment were based on estimates and what both sides were willing to “risk” at the time. There was discussion during the negotiation and documentation of the contract amendment that the hours which comprise the contract amendment fee were approximate and that additional hours and fee may be required as the project progresses. It was also pointed out, both in negotiation and documented in the contract amendment, that it is anticipated additional fees will exceed the amount negotiated in the contract amendment. Both the City and HDR agreed that this would be examined at a later date.

Project 5A is being closed out at present and there is approximately \$640,000 left over from the construction contract. HDR has requested payment from such left over amount for the agreed upon \$100,885 and noted that additional fees will be necessary. The contract amendment notes that such amount will be paid at the completion of Phase 5, but HDR has submitted the request in hopes of a good faith payment from the City of Bellaire, since such a substantial fee was “at-risk” and more than enough construction funds were left over from 5A.

Schedule:

In regard to estimated construction schedules (for which fees were estimated) versus actual construction time (for which construction phase services have been provided by HDR), the following must be understood:

Phase 5A:

- Original Construction Contract Duration – 14.2 months
- Actual Contract Duration – 18.6 months (due to additional work, additional days granted)
- Started March 23, 2015 with Substantial Completion reached on September 29, 2016.

Phase 5B:

- Original Construction Contract Duration – 15.2 months
- Actual Contract Duration – 16.1 months (due to additional water line work with additional days to be added with Change Order #1, which is presently being processed)
- Started March 14, 2016 with Estimated Project Completion to be July 7, 2017.

These construction schedules are presented in the attached construction schedule chart as a visual aid. Based on the actual construction contract duration, the projects overlap by 6.5 months. One site representative was on site for both 5A and 5B during the overlap period. Therefore, construction time for Phase 5 (from start of 5A to estimated completion of 5B) for which construction observation is performed will be 28.2 months ($18.6 + 16.1 - 6.5 = 28.2$) or 14.2 months longer than anticipated in the original contract. Since construction administration must be performed for each project individually then the total duration for construction administration services will be 34.7 months (18.6 months + 16.1 months) or 20.7 months longer than anticipated in the original contract. Construction administration is being performed on both projects during the 6.5 month overlap.

CONSTRUCTION PHASE FEES TO DATE AND ESTIMATED FEES TO PROJECT COMPLETION:**CONSTRUCTION ADMINISTRATION FEES:**

Original Contract Amount (Fee based on 14-Mo. Project) - \$122,630 (Avg. on 14.2 Mo. = \$8,635.92/Mo.)

Agreed upon Additional CA Amount (per Amendment #1) - \$12,115

Agreed upon Additional CA "At-Risk" Amount (per Amendment #1) - \$100,885 (\$113,000 less \$12,115)

Agreed upon TOTAL = \$235,630

INVOICED TO DATE:

\$120,790.55 (Paid - See Task 8 on Invoice; \$1,839.45 Left to be Invoiced)

\$12,115 (Paid - See Task 14 on Invoice)

\$100,885 (At-Risk Amount – Not Invoiced but Payment Requested)

Invoiced To Date TOTAL = \$233,790.55

ESTIMATED COST TO COMPLETE:

\$15,004.06 (Additional Cost Beyond \$100,885 Incurred to Date up to 4/1/17)

\$25,585 (Projected Cost to Complete from 4/1/17 to 7/7/17, which includes 27 day contract extension from Change Order #1 presently being processed)

Cost to Complete TOTAL = \$40,589.06

Estimated Final Construction Administration Cost for Phase 5 = \$276,219.06 (Avg. \$7,960.20/Mo.)*
 (\$233,790.55 + \$1,839.45 + \$40,589.06 = \$276,219.06)

*Construction Administration occurs over 34.7 months (18.6 months for 5A and 16.1 months for 5B)

*It should be noted that the average per month cost of the project with the additional work is less than the original contract amount average.

Amount Beyond Original Contract Amount Needed to Complete:

\$100,885 (Agreed upon "At-Risk" Amount Recently Requested)

\$40,589.06 (Cost Incurred to Date Beyond the "At-Risk" Amount plus Projected Cost to Complete)

TOTAL CONSTRUCTION ADMINISTRATION AMOUNT TO COMPLETE = \$141,178.12

CONSTRUCTION OBSERVATION FEES:

Original Contract Amount (Fee based on 14-Mo. Project)-\$352,907 (Avg. on 14.2 Mo. = \$24,852.61/Mo.)

Agreed upon Additional CO Amount (per Amendment #1) - \$100,000

Agreed upon TOTAL = \$452,907

INVOICED TO DATE:

\$352,907 (Paid - See Task 9 on Invoice)

\$85,042.20 (Amount Invoiced up to 3/4/17 - See Task 15 on Invoice)

Invoiced To Date TOTAL = \$437,949.20

ESTIMATED COST TO COMPLETE:

\$15,144.50 (Cost Incurred to Date from 3/4/17 to 4/1/17, this is over the agreed upon additional \$100,000 by \$186.70)

\$60,075 (Projected Cost to Complete from 4/1/17 to 7/7/17, which includes 27 day contract extension from Change Order #1 presently being processed)

Cost to Complete TOTAL = \$75,219.50

Estimated Final Construction Observation Cost for Phase 5 = \$513,168.70 (Avg. \$18,197.47/Mo.)*
 (\$437,949.20 + \$75,219.50 = \$513,168.70)

*Construction Observation occurs over 28.2 months (18.6 months for 5A and 16.1 months for 5B less 6.5 months for the period the on-site representative was used to observe both projects)

*It should be noted that the average per month cost of the construction observation includes 6.5 months with half time when the site representative was observing both 5A and 5B, which reduces the average cost per month. With an approximate projection of the cost as though there was full time observation over the 6.5 month period for both projects, the average would be approximately \$22,391 per month which is conservative and less than the original contract amount average.

Amount Beyond Original Contract Amount Needed to Complete:

\$452,907 (Original Contract Amount \$352,907 plus Authorized Additional Amount \$100,000)

\$513,168.70 (Projected Final Cost at Complete)

Difference = \$60,261.70 (Amount Beyond Contract Needed to Complete)

TOTAL CONSTRUCTION OBSERVATION AMOUNT TO COMPLETE = \$60,261.70

TOTAL Construction Administration and Construction Observation Fees Required to Complete Phase 5

Construction Administration = \$141,178.12 (includes \$100,885 Agreed upon "At-Risk" Amount)

Construction Observation = \$60,261.70

TOTAL = \$201,439.82 (includes \$100,885 Agreed upon "At-Risk" Amount Recently Requested)

Estimated Available Funds from the Construction Contracts of 5A and 5B

- 5A Remaining Funds After Project Closeout = \$640,000 (AVAILABLE NOW)
- 5B Estimated Remaining Funds After Project Closeout = \$200,000 (there may be as much as \$300,000 left but we are listing \$200,000 to be conservative)

TOTAL ESTIMATED CONSTRUCTION FUNDS TO BE AVAILABLE = \$840,000

Therefore, there will be ample available funds from which to pay the agreed upon At-Risk Amount and the Estimated Fees to Complete.

As a matter of interest, we note that when HDR had negotiated and submitted a fee proposal (dated 1/13/16) to former Director of Public Works Brant Gary for performing additional construction phase services on a second project (and prior to the realization that there had been a misunderstanding), the total construction phase services in that proposal was the total amount of \$311,225. When added to the original Phase 5 construction contract amount of \$475,537 (\$122,630 + \$352,907) this would have resulted in a total amount of \$786,762 (\$475,537 + \$311,225) for all construction phase services for Phase 5 to address two separate projects (5A and 5B).

When examining the additional construction phase services that HDR has actually performed and anticipates performing for Phase 5 (as outlined in this report), the amounts result in a total amount of \$789,387.76 (\$276,219.06 + \$513,168.70).

This is similar to the number we estimated and presented in our proposal of 1/13/16.

We offer this observation in hopes that the City of Bellaire will see that we have performed these services in a matter that genuinely reflect the effort involved in providing construction phase services on two separate construction projects. We also hope that the City of Bellaire will see that HDR has been fair and professional in its performance of this project and has exercised care in controlling our costs and keeping them within a reasonable and expected amount. We have performed a substantial amount of work on an "at risk" basis and have continued to perform, above and beyond, to serve the City with no guarantee that we will be paid for our additional work. HDR has done this because of our long standing positive relationship with the City, because we regret there was a misunderstanding, because we felt it was the right thing to do and because we desire to repair whatever damage has been done to our relationship.

ATTACHMENT D

CITY'S EMAIL AND RESPONSE LETTER

DATED MAY 9, 2017

From: Michael Leech [<mailto:MLEech@bellairetx.gov>]
Sent: Tuesday, May 09, 2017 5:01 PM
To: Peterson, John
Subject: HDR 5A 5B

John,

Attached is an electronic copy of the letter I sent David Weston on behalf of the City Manager. Appears he did not get it. Per our conversation, the City will compensate HDR for all services associated with the Rebuild Bellaire Phase Five Project including the 5A and 5B components when the project is closed. Per our last discussion on this, the job was scheduled to close in July.

Further and as discussed, It is understood that the estimate of cost provided by you is only an estimate and may change in accordance with construction progress. We are comfortable with this and will compensate accordingly.

Should you need anything further, let me know.
Mike

Michael Leech
Director of Public Works
The City of Bellaire
mleech@bellairetx.gov
713 201 3379 cell
713 662 8154 office



CITY OF
Bellaire

Department • *Address* • Bellaire, TX 77401 • *Phone* • *Fax*



April 17, 2017

David C. Weston
Vice President
HDR Engineering
4828 Loop Central Drive, Suite 800
Houston, Texas 77081-2220

Re: Request for Additional Construction Administration Fees from Remaining Construction Funds on Rebuild Bellaire Phase Five, Paving and Drainage Improvements

Dear Mr. Weston:

Paul Hofmann asked that I respond on his behalf to your March 22, 2017 letter which is attached for reference. Also, attached for reference is a January 20, 2016 Contract Amendment to the HDR Contract with the City for Rebuild Bellaire Phase Five.

Per the contract amendment the City will pay for the additional services sited in the contract amendment at the time of Phase Five construction project close out. The two project components of Phase Five; 5A and 5B have yet to be closed. The City intends to fully honor the terms of the contract amendment and will compensate HDR when both 5A and 5B construction project close out processes are complete.

Thank you for writing and please contact me should you have questions or would like additional information.

Sincerely,

Michael Leech
Public Works Director
The City of Bellaire Texas
mleech@bellairetx.gov
713 201 3379 cell
713 662 8154 office

ATTACHMENT E

**HDR’S INVOICE ATTACHMENT
OF “AT-RISK” SERVICES**

ATTACHMENT "E-1"
Additional Construction Administration Services

<u>Name</u>	<u>Date</u>	<u>Task</u>	<u>Hours</u>	<u>Raw Rate</u>	Raw Rate * 2.8	<u>Total</u>
5B February 2016						
Terry Maher	2/16/2016	Reviewed Reytect Insurance Documents	2.50	\$ 64.30	\$ 180.04	\$ 450.1
Doug Wilson	2/15/2016	Created mailing address spreadsheet for Ferris St, Alder Dr, and Howard Dr. projects using January 2016 Harris County parcels and ownership data.	1.50	\$ 69.86	\$ 195.61	\$ 293.8
Terry Maher	2/22/2016	Reviewing Reytect insurance documents and coordinating signing of contract documents	0.50	\$ 64.30	\$ 180.04	\$ 90.1
Terry Maher	2/23/2016	Reviewing Reytect insurance documents and coordinating signing of contract documents	2.00	\$ 64.30	\$ 180.04	\$ 360.1
Terry Maher	2/24/2016	Reviewing Reytect insurance documents and coordinating signing of contract documents	2.00	\$ 64.30	\$ 180.04	\$ 360.1
Terry Maher	2/25/2016	Reviewing Reytect insurance documents and coordinating signing of contract documents	2.00	\$ 64.30	\$ 180.04	\$ 360.1
Terry Maher	2/26/2016	Reviewing Reytect insurance documents and coordinating signing of contract documents	2.00	\$ 64.30	\$ 180.04	\$ 360.1
Rebecca Stiles	2/29/2016	Setup Daily Report Template	0.50	\$ 18.58	\$ 52.02	\$ 26.1
5B March 2016						
Terry Maher	3/2/2016	Pre-Construction Meeting	2.50	\$ 64.30	\$ 180.04	\$ 450.1
Terry Maher	3/15/2016	Preparation of Pre-construction meeting minutes	1.00	\$ 64.30	\$ 180.04	\$ 180.1
Terry Maher	3/18/2016	Neighborhood Meeting Action Forms Review	3.00	\$ 64.30	\$ 180.04	\$ 540.1
Terry Maher	3/22/2016	Submittal review	1.50	\$ 64.30	\$ 180.04	\$ 270.1
Terry Maher	3/23/2016	Submittal review	1.00	\$ 64.30	\$ 180.04	\$ 180.1
Ryan Nokelby	3/2/2016	Preparation for RB5B Pre-Con Meeting, including creating agenda, sign-in sheet, gas line relocation plans, and printing necessary copies	1.00	\$ 32.26	\$ 90.33	\$ 90.1
Ryan Nokelby	3/2/2016	Attending RB5B Pre-Con Meeting	2.00	\$ 32.26	\$ 90.33	\$ 180.1
Ryan Nokelby	3/3/2016	Creating RB5B Pre-Con Meeting Minutes	2.00	\$ 32.26	\$ 90.33	\$ 180.1
Ryan Nokelby	3/21/2016	Review of Submittals 1-9	0.50	\$ 32.26	\$ 90.33	\$ 45.1
Rebecca Stiles	3/2/2016	Setup Phase 5B Pay Estimate and Daily Reports templates	0.75	\$ 18.58	\$ 52.02	\$ 39.1
Rebecca Stiles	3/10/2016	Showing Charles how to work the daily report templates, updated templates	0.50	\$ 18.58	\$ 52.02	\$ 26.1
Rebecca Stiles	3/21/2016	Received Submittals No. 1-9. Began review process, built submittal log and review sheets.	0.50	\$ 18.58	\$ 52.02	\$ 26.1
Rebecca Stiles	3/22/2016	Submittal Review Continued	0.50	\$ 18.58	\$ 52.02	\$ 26.1
Rebecca Stiles	3/23/2016	Building Pay Estimate No. 1	1.25	\$ 18.58	\$ 52.02	\$ 65.1
Rebecca Stiles	3/25/2016	Review of Submittal No. 10 and sending out Submittals No. 1-9	0.50	\$ 18.58	\$ 52.02	\$ 26.1
Rebecca Stiles	3/28/2016	Reviewing Submittal No. 11 - concrete mix design and Submittal No. 12 - Preconstruction Photos	1.00	\$ 18.58	\$ 52.02	\$ 52.1

Attachment: Rebuild Bellaire 5A and 5B Engineering Amendment #3_Proposal (2321 : HDR Contract

ATTACHMENT "E-1"
Additional Construction Administration Services

<u>Name</u>	<u>Date</u>	<u>Task</u>	<u>Hours</u>	<u>Raw Rate</u>	<u>Raw Rate</u> <u>* 2.8</u>	<u>Total</u>
Rebecca Stiles	3/29/2016	Reviewing Submittal No. 13 - RCP & 14 - RCB	1.00	\$ 18.58	\$ 52.02	\$ 52.02
Rebecca Stiles	3/30/2016	Submittal Review	1.00	\$ 18.58	\$ 52.02	\$ 52.02
Rebecca Stiles	3/31/2016	RFI Log	0.50	\$ 18.58	\$ 52.02	\$ 26.01
		Reproduction for March				\$ 537.00
Terry Maher	3/29/2016	Submittal Review	4.00	\$ 64.30	\$ 180.04	\$ 720.16
Terry Maher	3/30/2016	Review submittals, preparation of documents for progress meeting	3.50	\$ 64.30	\$ 180.04	\$ 630.14
Terry Maher	3/31/2016	Submittal Review, Resident concerns on Glenmont schedule	2.00	\$ 64.30	\$ 180.04	\$ 360.08
Terry Maher	3/31/2016	Preparation for and attendance at progress meeting	3.00	\$ 64.30	\$ 180.04	\$ 540.12
5B April 2016						
Terry Maher	4/1/2016	Construction schedule review and correspondence with City Staff, submittal review	3.00	\$ 64.30	\$ 180.04	\$ 540.12
Terry Maher	4/5/2016	Submittal review	2.00	\$ 64.30	\$ 180.04	\$ 360.08
Terry Maher	4/6/2016	Submittal Review	4.00	\$ 64.30	\$ 180.04	\$ 720.16
Terry Maher	4/7/2016	Submittal Review	3.00	\$ 64.30	\$ 180.04	\$ 540.12
Terry Maher	4/8/2016	Resident concerns, Howard cut through traffic, Submittal Reviews	3.00	\$ 64.30	\$ 180.04	\$ 540.12
Terry Maher	4/11/2016	Submittal Review	4.00	\$ 64.30	\$ 180.04	\$ 720.16
Terry Maher	4/14/2016	Submittal Review, Preparation for Progress Meeting	2.00	\$ 64.30	\$ 180.04	\$ 360.08
Terry Maher	4/15/2016	Submittal Review	1.00	\$ 64.30	\$ 180.04	\$ 180.04
Terry Maher	4/19/2016	Unforeseen gas and ATT Conflict with proposed storm sewer Glenmont at Newcastle exploratory excavation	2.00	\$ 64.30	\$ 180.04	\$ 360.08
Terry Maher	4/21/2016	Resident concerns 1100 block Howard cut through traffic concerns, Construction Progress Meeting	4.00	\$ 64.30	\$ 180.04	\$ 720.16
Terry Maher	4/22/2016	Resident concerns 1201 Mulberry 3 sprinklers and standing water and debris in street, 4400 Bissonnet pipe staged in ROW, ATT conflict with proposed storm sewer	2.00	\$ 64.30	\$ 180.04	\$ 360.08
Terry Maher	4/25/2016	Gas line conflict with storm sewer coordination with Centerpoint to relocate gas line	6.00	\$ 64.30	\$ 180.04	\$ 1,080.24
Terry Maher	4/26/2016	Coordination with geotechnical material testing subcontractor, schedule review and coordination with Reytec	2.00	\$ 64.30	\$ 180.04	\$ 360.08
Terry Maher	4/27/2016	RFI#1 review, resident concerns 5335 Braeburn-Valerie and Alder schedule (Houston Rose Society) Submittal Review	2.50	\$ 64.30	\$ 180.04	\$ 450.10
Terry Maher	4/28/2016	Conflict Investigation ATT with proposed Storm Sewer Glenmont at Newcastle site visit	2.00	\$ 64.30	\$ 180.04	\$ 360.08
Ryan Nokelby	4/19/2016	Meeting with Terry Maher and Charles Lindberg to discuss CenterPoint Gas conflict found in field at Glenmont and Newcastle and re-sending 100%				

Attachment: Rebuild Bellaire 5A and 5B Engineering Amendment #3_Proposal (2321 : HDR Contract

ATTACHMENT "E-1"
Additional Construction Administration Services

<u>Name</u>	<u>Date</u>	<u>Task</u>	<u>Hours</u>	<u>Raw Rate</u>	<u>Raw Rate</u> <u>* 2.8</u>	<u>Total</u>
		set of plans to CenterPoint	0.50	\$ 32.26	\$ 90.33	\$ 45.
Ryan Nokelby	4/21/2016	Phone Conference with Matt Warakowski from CenterPoint Energy on proposed conflict resolutions	0.50	\$ 32.26	\$ 90.33	\$ 45.
Rebecca Stiles	4/1/2016	Prepping submittals for return to contractor (10, 11, 12, 13, 14, 15)	3.00	\$ 18.58	\$ 52.02	\$ 156.
Rebecca Stiles	4/4/2016	Reviewing and returning Submittals	1.50	\$ 18.58	\$ 52.02	\$ 78.
Rebecca Stiles	4/5/2016	Tuesday - Submittals No. 16, 17, 18, 19	1.50	\$ 18.58	\$ 52.02	\$ 78.
Rebecca Stiles	4/6/2016	Submittal Review	0.25	\$ 18.58	\$ 52.02	\$ 13.
Rebecca Stiles	4/7/2016	Submittal Review	1.50	\$ 18.58	\$ 52.02	\$ 78.
Rebecca Stiles	4/11/2016	Completing Submittals 11.1, 11.2, 11.5, 11.8, 16,17,18,19,20,21	0.25	\$ 18.58	\$ 52.02	\$ 13.
Rebecca Stiles	4/12/2016	Completing Submittals 11.1, 11.2, 11.5, 11.8, 16,17,18,19,20,21	1.00	\$ 18.58	\$ 52.02	\$ 52.
Rebecca Stiles	4/13/2016	Completing Submittals 11.1, 11.2, 11.5, 11.8, 16,17,18,19,20,21	0.50	\$ 18.58	\$ 52.02	\$ 26.
Rebecca Stiles	4/14/2016	Completing Submittals 11.1, 11.2, 11.5, 11.8, 16,17,18,19,20,21	0.50	\$ 18.58	\$ 52.02	\$ 26.
Rebecca Stiles	4/15/2016	Completing Submittals 11.1, 11.2, 11.5, 11.8, 16,17,18,19,20,21	1.00	\$ 18.58	\$ 52.02	\$ 52.
Rebecca Stiles	4/25/2016	Completing Submittals 11.1, 11.2, 11.5, 11.8, 16,17,18,19,20,21	0.50	\$ 18.58	\$ 52.02	\$ 26.
Rebecca Stiles	4/26/2016	Completing Submittals 11.1, 11.2, 11.5, 11.8, 16,17,18,19,20,21	0.25	\$ 18.58	\$ 52.02	\$ 13.
Rebecca Stiles	4/27/2016	Completing Submittals 11.1, 11.2, 11.5, 11.8, 16,17,18,19,20,21	0.50	\$ 18.58	\$ 52.02	\$ 26.
Rebecca Stiles	4/29/2016	Completing Submittals 11.1, 11.2, 11.5, 11.8, 16,17,18,19,20,21	0.25	\$ 18.58	\$ 52.02	\$ 13.
		Reproduction for April				\$ 34.
5A May 2016						
Rebecca Stiles	5/2/2016	5A Pay Estimate Processing	0.50	\$ 18.58	\$ 52.02	\$ 26.
Rebecca Stiles	5/18/2016	5A Pay Estimate Processing	0.25	\$ 18.58	\$ 52.02	\$ 13.
Carolina Molfetta	5/2/2016	Checked form elevations(Phase 5A)	1.00	\$ 31.99	\$ 89.57	\$ 89.
Carolina Molfetta	5/4/2016	Checked form elevations(Phase 5A)	1.00	\$ 31.99	\$ 89.57	\$ 89.
Carolina Molfetta	5/14/2016	Checked form elevations(Phase 5A) for Beech St	1.00	\$ 31.99	\$ 89.57	\$ 89.
Carolina Molfetta	5/19/2016	Checked form elevations(Phase 5A)	0.50	\$ 31.99	\$ 89.57	\$ 44.
Carolina Molfetta	5/23/2016	Checked form elevations(Phase 5A)	1.00	\$ 31.99	\$ 89.57	\$ 89.
Carolina Molfetta	5/24/2016	Checked form elevations(Phase 5A)	1.00	\$ 31.99	\$ 89.57	\$ 89.
Ryan Nokelby	5/9/2016	Processing Pay Estimate No. 14	2.00	\$ 32.26	\$ 90.33	\$ 180.
Terry Maher	5/2/2016	5A 4901 Florence Driveway, Construction Progress Meeting, 4900 Block Bellview sidewalks - repoded to Council Member	1.00	\$ 64.30	\$ 180.04	\$ 180.
Terry Maher	5/3/2016	5A 4806, 4810, 4802, 4807, 4906 Bellview, schedule, sidewalks	1.00	\$ 64.30	\$ 180.04	\$ 180.
Terry Maher	5/4/2016	5A Pay Estimate review, 4918 Bellview access concern	2.00	\$ 64.30	\$ 180.04	\$ 360.
Terry Maher	5/5/2016	5A 4628 Beech driveway, schedule update and notice review	1.00	\$ 64.30	\$ 180.04	\$ 180.
Terry Maher	5/6/2016	Prepared notices for Winslow and Wilmington, 4900 Bellview Water disruption	1.00	\$ 64.30	\$ 180.04	\$ 180.

Attachment: Rebuild Bellaire 5A and 5B Engineering Amendment #3_Proposal (2321 : HDR Contract

ATTACHMENT "E-1"
Additional Construction Administration Services

<u>Name</u>	<u>Date</u>	<u>Task</u>	<u>Hours</u>	<u>Raw Rate</u>	<u>Raw Rate</u> <u>* 2.8</u>	<u>Total</u>
Terry Maher	5/11/2016	4701 Bellview sinkhole, 4811 Bellview yard drainage, Bellview Driveway grades	1.00	\$ 64.30	\$ 180.04	\$ 180.04
Terry Maher	5/12/2016	5A Submittal Review, 4916 Bellview tree protection, 4502 Merrie driveway	1.00	\$ 64.30	\$ 180.04	\$ 180.04
Terry Maher	5/12/2016	5A Pay application review, 4701 Bellview sinkhole, 4902 Bellview water pressure	1.00	\$ 64.30	\$ 180.04	\$ 180.04
Terry Maher	5/16/2016	5A 4501 Merrie water bill, Bellview sidewalks and Council Meeting, 4712 Bellview Sidewalk	1.00	\$ 64.30	\$ 180.04	\$ 180.04
Terry Maher	5/17/2016	5A 4806 Bellview, flagman concerns, discuss projects with Todd Gross, 502 Winslow Sprinkler	2.00	\$ 64.30	\$ 180.04	\$ 360.08
Terry Maher	5/23/2016	5A 4633 Beech restoration, 4800 & 4812 Bellview yard drains and driveway, 4628 Beech driveway	1.00	\$ 64.30	\$ 180.04	\$ 180.04
Terry Maher	5/25/2016	5A 4904 Bellview Sidewalk, 509 Wilmington drainage, 4714 Bellview schedule	1.00	\$ 64.30	\$ 180.04	\$ 180.04
5B May 2016						
Brittany O'Connor	5/11/2016	5B Pay Estimate Setup	1.00	\$ 18.17	\$ 50.88	\$ 50.88
Rebecca Stiles	5/4/2016	Pay estimate no. 1 review/creation.	0.75	\$ 18.58	\$ 52.02	\$ 39.87
Rebecca Stiles	5/5/2016	Pay estimate no. 1 review/creation.	0.75	\$ 18.58	\$ 52.02	\$ 39.87
Rebecca Stiles	5/6/2016	Pay estimate no. 1 review/creation.	0.50	\$ 18.58	\$ 52.02	\$ 26.59
Rebecca Stiles	5/9/2016	Pay estimate no. 1 review/creation.	0.25	\$ 18.58	\$ 52.02	\$ 13.29
Rebecca Stiles	5/11/2016	Pay estimate no. 1 review/creation.	0.25	\$ 18.58	\$ 52.02	\$ 13.29
Rebecca Stiles	5/16/2016	Pay estimate no. 1 review/creation.	1.00	\$ 18.58	\$ 52.02	\$ 52.02
Rebecca Stiles	5/17/2016	Pay estimate no. 1 review/creation.	0.50	\$ 18.58	\$ 52.02	\$ 26.59
Rebecca Stiles	5/18/2016	Pay estimate no. 1 review/creation.	0.25	\$ 18.58	\$ 52.02	\$ 13.29
Rebecca Stiles	5/20/2016	Pay estimate no. 1 review/creation.	0.25	\$ 18.58	\$ 52.02	\$ 13.29
Rebecca Stiles	5/23/2016	Pay estimate no. 1 review/creation.	0.50	\$ 18.58	\$ 52.02	\$ 26.59
Rebecca Stiles	5/26/2016	Pay estimate no. 1 review/creation.	0.25	\$ 18.58	\$ 52.02	\$ 13.29
Steve Arnold	5/2/2016	Review and sign daily reports	1.00	\$ 49.19	\$ 137.73	\$ 137.73
Steve Arnold	5/11/2016	Review and sign daily reports	1.00	\$ 49.19	\$ 137.73	\$ 137.73
Steve Arnold	5/20/2016	Review and sign daily reports	1.00	\$ 49.19	\$ 137.73	\$ 137.73
Steve Arnold	5/23/2016	Review and sign daily reports	2.00	\$ 49.19	\$ 137.73	\$ 275.46
Steve Arnold	5/26/2016	Review and sign daily reports	3.00	\$ 49.19	\$ 137.73	\$ 413.19
Steve Arnold	5/27/2016	Review and sign daily reports	3.00	\$ 49.19	\$ 137.73	\$ 413.19
David Jorgensen	5/12/2016	Review shop submittals 26,27,28	1.50	\$ 56.21	\$ 157.39	\$ 236.08
Ryan Nokelby	5/6/2016	Updating Construction Set with April Daily Reports	2.50	\$ 32.26	\$ 90.33	\$ 225.65
Ryan Nokelby	5/9/2016	Processing Pay Estimate No. 1	2.00	\$ 32.26	\$ 90.33	\$ 180.66

Attachment: Rebuild Bellaire 5A and 5B Engineering Amendment #3_Proposal (2321 : HDR Contract

ATTACHMENT "E-1"
Additional Construction Administration Services

<u>Name</u>	<u>Date</u>	<u>Task</u>	<u>Hours</u>	<u>Raw Rate</u>	<u>Raw Rate</u> <u>* 2.8</u>	<u>Total</u>
Ryan Nokelby	5/10/2016	Review of Submittals No. 23 & 24	2.00	\$ 32.26	\$ 90.33	\$ 180.
Ryan Nokelby	5/12/2016	Review of Submittals No. 26-29, including meeting with Terry M. to				
Ryan Nokelby		discuss submittal response	2.00	\$ 32.26	\$ 90.33	\$ 180.
Ryan Nokelby	5/19/2016	Prepared for and attended Progeree Meeting	2.00	\$ 32.26	\$ 90.33	\$ 180.
Terry Maher	5/2/2016	Review completed work	2.00	\$ 64.30	\$ 180.04	\$ 360.
Terry Maher	5/3/2016	Review pay estimate, review construction schedule	1.00	\$ 64.30	\$ 180.04	\$ 180.
Terry Maher	5/4/2016	Review pay estimate revisions	1.00	\$ 64.30	\$ 180.04	\$ 180.
Terry Maher	5/5/2016	Review submittals	2.50	\$ 64.30	\$ 180.04	\$ 450.
Terry Maher	5/9/2016	Waterline material verification	3.00	\$ 64.30	\$ 180.04	\$ 540.
Terry Maher	5/10/2016	At jobsite Glenmont at Newcastle regarding conduit conflict	5.00	\$ 64.30	\$ 180.04	\$ 900.
Terry Maher	5/11/2016	1119 Mulberry Construction Concerns	1.50	\$ 64.30	\$ 180.04	\$ 270.
Terry Maher	5/12/2016	Submittal Review	2.00	\$ 64.30	\$ 180.04	\$ 360.
Terry Maher	5/12/2016	Pay Application #1	1.50	\$ 64.30	\$ 180.04	\$ 270.
Terry Maher	5/13/2016	1119 Mulberry storm sewer, submittal review	2.00	\$ 64.30	\$ 180.04	\$ 360.
Terry Maher	5/16/2016	Site vist, submittal review	4.00	\$ 64.30	\$ 180.04	\$ 720.
Terry Maher	5/17/2016	Construction coordination, scheduling, storage yard, electrical fund transfer	2.00	\$ 64.30	\$ 180.04	\$ 360.
Terry Maher	5/18/2016	Progress Meeting preparation, coordinate cleanup Public Works dirt yard	4.00	\$ 64.30	\$ 180.04	\$ 720.
Terry Maher	5/23/2016	1119 Mulberry construction concerns, Alder and Valerie drainage concerns	2.00	\$ 64.30	\$ 180.04	\$ 360.
Terry Maher	5/24/2016	1118 Howard coordinate house construction driveway and water service	2.00	\$ 64.30	\$ 180.04	\$ 360.
Terry Maher	5/25/2016	Alder & Valerie drainage letter	4.00	\$ 64.30	\$ 180.04	\$ 720.
Terry Maher	5/26/2016	Alder & Valerie drainage letter	3.00	\$ 64.30	\$ 180.04	\$ 540.
Terry Maher	5/27/2016	Site visit to review cleanup for Memorial Day	2.00	\$ 64.30	\$ 180.04	\$ 360.
		Reproduction for May				\$ 47.
5A June 2016						
Carolina Molfetta	6/3/2016	Checked form elevations	1.00	\$ 31.99	\$ 89.57	\$ 89.
Carolina Molfetta	6/13/2016	Checked form elevations	1.00	\$ 31.99	\$ 89.57	\$ 89.
Carolina Molfetta	6/16/2016	Checked form elevations	1.00	\$ 31.99	\$ 89.57	\$ 89.
Carolina Molfetta	6/20/2016	Checked grade elevations	1.00	\$ 31.99	\$ 89.57	\$ 89.
Ryan Nokelby	6/8/2016	Processing Pay Estimate No. 15 (4 hrs)	4.00	\$ 32.26	\$ 90.33	\$ 361.
Ryan Nokelby	6/9/2016	Revising Pay Estimate No. 15 (2 hrs)	2.00	\$ 32.26	\$ 90.33	\$ 180.
Ryan Nokelby	6/14/2016	Meeting with Terry M. to discuss on-going resident issues (1 hr)	1.00	\$ 32.26	\$ 90.33	\$ 90.
Ryan Nokelby	6/21/2016	Updating construction set with daily reports (1 hr)	1.00	\$ 32.26	\$ 90.33	\$ 90.
Ryan Nokelby	6/23/2016	Updating construction set with daily reports (2 hrs)	2.00	\$ 32.26	\$ 90.33	\$ 180.
Rebecca Stiles	6/14/2016	Submittals	0.25	\$ 18.58	\$ 52.02	\$ 13.
Rebecca Stiles	6/17/2016	SubmittalsBuilding Pay Estimate and Entering Daily Reports for June.	1.25	\$ 18.58	\$ 52.02	\$ 65.

Attachment: Rebuild Bellaire 5A and 5B Engineering Amendment #3_Proposal (2321 : HDR Contract

ATTACHMENT "E-1"
Additional Construction Administration Services

<u>Name</u>	<u>Date</u>	<u>Task</u>	<u>Hours</u>	<u>Raw Rate</u>	<u>Raw Rate</u> <u>* 2.8</u>	<u>Total</u>
Rebecca Stiles	6/21/2016	Submittals 34-39. Process and return.	0.25	\$ 18.58	\$ 52.02	\$ 13.1
5B June 2016						
Terry Maher	5/31/2016	Glenmont @ Howard-waterline adjustments and manholes. 4610 Beech Out of Country for a month and cant get car out of garage. 4807 Bellview Sprinkler and grass. 4800 Bellview Sidewalk location. 4712 Bellview completion schedule	4.50	\$ 64.30	\$ 180.04	\$ 810.
Terry Maher	6/1/2016	4815,4806,4712 Bellview completion status & outstanding items. Coordination of start work on Valerie and Winslow, notices. 1119 Mulberry access and mud concerns.	6.00	\$ 64.30	\$ 180.04	\$ 1,080.
Terry Maher	6/2/2016	1201 & 1119 Mulberry driveway access. Coordination with home construction at 1118 Howard. Coordination of driveway replacement at 918 Bellview.	5.50	\$ 64.30	\$ 180.04	\$ 990.
Terry Maher	6/6/2016	4807 Bellview-landscape & irrigation 0.5 , 4703 Bellview-curb height .25, Glenmont at Mulberry-maintain roadway.5, field determine sidewalk alignment 4900 block Bellview & Welford 2.5	3.75	\$ 64.30	\$ 180.04	\$ 675.
Terry Maher	6/7/2016	4712 Bellview-sidewalk location 1.0, RB5A review pat app. .5, Glenmont @ Howarg-CP gas line conflict .25, 4807 Bellview-landscape & irrigation 0.5	2.25	\$ 64.30	\$ 180.04	\$ 405.
Terry Maher	6/8/2016	509 Wilmington-traffic disruption 2.0, 5300 block Valerie- tree trimming concerns, 4500 Merrie completion schedule .25, Nancy & Newcastle-ATT conduit conflict .5	2.75	\$ 64.30	\$ 180.04	\$ 495.
Terry Maher	6/9/2016	4520 Merrie-driveway access .25, 4712 Bellview sidewalk retaining wall .5, Newcastle@Nancy-waterline leak 1.0	1.75	\$ 64.30	\$ 180.04	\$ 315.
Terry Maher	6/10/2016	Site visit-Merrie, Bellview, Welford, Beech, Wilmington, Glenmont & Nancy Nancy 2.25	2.25	\$ 64.30	\$ 180.04	\$ 405.
Terry Maher	6/13/2016	1119 & 1201 Mulberry-Construction concerns and sprinkler repairs site visit. 4610 Beech drainage concerns.	1.00	\$ 64.30	\$ 180.04	\$ 180.
Terry Maher	6/14/2016	Inlet waterline conflict Howard at Glenmont, Discussed with Reytec about starting on Ferris. 4514 Merrie Lane sewer service issues. Coordinate schedule updates 5 A&B. Driveway replacement 4901 Florence. 4709 Bellview sidewalk issues.	1.50	\$ 64.30	\$ 180.04	\$ 270.
Terry Maher	6/17/2016	4616 Beech decorative driveway. 5307 Valerie delivery in construction zone. 509 Wilmington access to home. 4610 Beech driveway	2.00	\$ 64.30	\$ 180.04	\$ 360.
Terry Maher	6/20/2016	4704 & 4705 Bellview curb height and residents concerns, 4901 Fern coordinate driveway replacement	1.00	\$ 64.30	\$ 180.04	\$ 180.
Terry Maher	6/22/2016	Coordination with Site Rep and Contractor regarding schedule to complete individual streets and Bellview and other streets having no one working on the				

Attachment: Rebuild Bellaire 5A and 5B Engineering Amendment #3_Proposal (2321 : HDR Contract

ATTACHMENT "E-1"
Additional Construction Administration Services

<u>Name</u>	<u>Date</u>	<u>Task</u>	<u>Hours</u>	<u>Raw Rate</u>	<u>Raw Rate * 2.8</u>	<u>Total</u>
		street. 4501 Merrie- visit site with Resident about completion4305 Valerie- Tree Trim con	2.00	\$ 64.30	\$ 180.04	\$ 360.1
Terry Maher	6/23/2016	Coordination with Site Rep and Contractor regarding schedule to complete individual streets and Bellview and other streets having no one working on the street.	2.00	\$ 64.30	\$ 180.04	\$ 360.1
Terry Maher	6/24/2016	Discuss Construction Progress with residents and contractor. Prepare driveway grade memo for Glenmont	2.00	\$ 64.30	\$ 180.04	\$ 360.1
Ryan Nokelby	6/3/2016	Updating Construction Sets with May Daily Reports (1 hr)	1.00	\$ 32.26	\$ 90.33	\$ 90.1
Ryan Nokelby	6/7/2016	Processing Pay Estimate No. 2 (4 hrs)	4.00	\$ 32.26	\$ 90.33	\$ 361.1
Ryan Nokelby	6/17/2016	Review of Submittals 23A, 31 & 32 (1.5 hrs)	1.50	\$ 32.26	\$ 90.33	\$ 135.1
Rebecca Stiles	6/20/2016	Processing Submittals	0.25	\$ 18.58	\$ 52.02	\$ 13.1
Rebecca Stiles	6/21/2016	Processing Submittals	0.25	\$ 18.58	\$ 52.02	\$ 13.1
Rebecca Stiles	6/22/2016	Daily Report Logs	0.75	\$ 18.58	\$ 52.02	\$ 39.1
5A/5B July 2016						
Aaron Croley	6/27/2016	Review form surveys	0.50	\$ 27.22	\$ 76.22	\$ 38.1
Terry Maher	6/27/2016	Scheduled crew location concerns. 4500 Merrie - coordinated sprinkler repair. 4714, 4708, 4806, Bellview-completion schedule concerns, 4603 Beech-residential moving coordination. 4901 Florence driveway concern. 1119 Mulberry site visit regarding plans	6.00	\$ 64.30	\$ 180.04	\$ 1,080.1
Terry Maher	6/28/2016	24904 Bellview-driveway concern. 506 Beech-solid waste concerns. 4806, 4708,4808, 4816, 4918 Bellview- sidewalk, retaining wall, driveway, sprinkler concerns. Contractor A&B requested open additional areas correspondence	2.00	\$ 64.30	\$ 180.04	\$ 360.1
Terry Maher	6/29/2016	4908 Welford, schedule concern. Reb. Bell. SW totals, Ph 3-5. Schedule review 5A & B.	5.00	\$ 64.30	\$ 180.04	\$ 900.1
Terry Maher	6/30/2016	4702 Bellview-Sewer service backup. 1000 block Howard water disruption concern. 1205 Howard-survey stakes in yard concerns. Project updates 5A&B	3.00	\$ 64.30	\$ 180.04	\$ 540.1
Terry Maher	7/5/2016	Scheduling review wth Mr. Todd Gross. 4714, 4914 Bellview, 506 Winslow & 4903 Wellford-Driveway, sidewalk, restoration and scheduling concerns.	1.00	\$ 64.30	\$ 180.04	\$ 180.1
Terry Maher	7/6/2016	4711 Bellview, curb repair concerns & site visit, schedule review for construction contractors.	1.00	\$ 64.30	\$ 180.04	\$ 180.1
Terry Maher	7/7/2016	1119 & 1012 Mulberry, 509 Winslow, 4714 & 4904 Bellview Driveway, sidewalk, restoration and scheduling concerns. 1119 Mulberry-				

Attachment: Rebuild Bellaire 5A and 5B Engineering Amendment #3_Proposal (2321 : HDR Contract

ATTACHMENT "E-1"
Additional Construction Administration Services

<u>Name</u>	<u>Date</u>	<u>Task</u>	<u>Hours</u>	<u>Raw Rate</u>	<u>Raw Rate * 2.8</u>	<u>Total</u>
		Correspondence & Notices to resident research and correspondence with Michelle Jordan	2.00	\$ 64.30	\$ 180.04	\$ 360.08
Terry Maher	7/11/2016	Coordination of work schedules for Contractors. 4524 Merrie sidewalk coordinarion. 509 Winslow driveway coord.	4.00	\$ 64.30	\$ 180.04	\$ 720.16
Terry Maher	7/12/2016	Meeting w/ City re Contractors schedules. Nancy water disrupting coordination	3.00	\$ 64.30	\$ 180.04	\$ 540.12
Terry Maher	7/13/2016	4916 Bellview Sprinkler coord. Beech at 610 TS&V coord.	4.00	\$ 64.30	\$ 180.04	\$ 720.16
		4712, 4909, 4714, 4806 Bellview 4603 Beech 500 Wilmington-restoration schedule concerns	1.00	\$ 64.30	\$ 180.04	\$ 180.08
Terry Maher	7/21/2016	PROGRESS MEETING	4.00	\$ 32.26	\$ 90.33	\$ 361.04
Ryan Nokelby	6/29/2016	Field Visit with Charles L. & TCL Superintendent to walk Welford, Bellview, and Merrie to determine all remaining work to be completed	2.00	\$ 32.26	\$ 90.33	\$ 180.56
Ryan Nokelby	7/6/2016	Review of Daily Reports for June for Phase 5A & 5B, noting discrepancies from plans, and confirming information with Charles L. for pay estimates	2.00	\$ 32.26	\$ 90.33	\$ 180.56
Ryan Nokelby	7/12/2016	Processing RB5B Pay Estimate No. 3	2.00	\$ 32.26	\$ 90.33	\$ 180.56
Ryan Nokelby	7/15/2016	Processing RB5A Pay Estimate No. 16	2.00	\$ 32.26	\$ 90.33	\$ 180.56
Ryan Nokelby	7/18/2016	Site Visit to Glenmont & Mulberry to meet with Brant Gary to discuss driveway and sidewalk options for 1119 Mulberry	1.00	\$ 32.26	\$ 90.33	\$ 90.28
Ryan Nokelby	7/19/2016	Redlining 3 options for driveway & sidewalk at 1119 Mulberry (1 hr)	0.25	\$ 18.58	\$ 52.02	\$ 13.19
Rebecca Stiles	6/30/2016	Payment application and daily reports	0.25	\$ 18.58	\$ 52.02	\$ 13.19
Rebecca Stiles	6/30/2016	Payment application and daily reports	0.25	\$ 18.58	\$ 52.02	\$ 13.19
Rebecca Stiles	7/1/2016	Payment application and daily reports	0.75	\$ 18.58	\$ 52.02	\$ 39.57
Rebecca Stiles	7/6/2016	Updating quantities. Word Processing Notice Letter to Contractor per Terry.	0.25	\$ 18.58	\$ 52.02	\$ 13.19
Rebecca Stiles	7/12/2016	Payment application and daily reports	0.25	\$ 18.58	\$ 52.02	\$ 13.19
Rebecca Stiles	7/13/2016	Payment application and daily reports	0.75	\$ 18.58	\$ 52.02	\$ 39.57
Rebecca Stiles	7/19/2016	Pay Estimate Building.	0.75	\$ 18.58	\$ 52.02	\$ 39.57
Rebecca Stiles	7/19/2016	Pay Estimate Building.	0.75	\$ 18.58	\$ 52.02	\$ 39.57
5A/5B August 2016						
Steve Arnold	8/18/2016	Review and sign daily reports, submittals	1.50	\$ 49.19	\$ 137.73	\$ 206.59
Aaron Croley	8/3/2016	5B - Review form elevations on Howard	1.00	\$ 27.22	\$ 76.22	\$ 114.44
Terry Maher	8/4/2016	Rebuild Bellaire Phase 5 Progress meeting	2.00	\$ 64.30	\$ 180.04	\$ 180.08
Carolina Molfetta	7/25/2016	1 HR - Phase 5A - Beech form checks 1 HR - Internal HDR meeting	1.00	\$ 31.99	\$ 89.57	\$ 89.57
Carolina Molfetta	7/28/2016	1 HR - Phase 5B - form checks	0.75	\$ 31.99	\$ 89.57	\$ 67.99
Carolina Molfetta	8/4/2016	5B - Completed form elevation review for Nancy St.	0.25	\$ 31.99	\$ 89.57	\$ 22.49
Carolina Molfetta	8/5/2016	5B - Completed form elevation review for Nancy St.	1.00	\$ 31.99	\$ 89.57	\$ 89.57
Carolina Molfetta	8/9/2016	Attended internal project status meeting				

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Additional Construction Administration Services

<u>Name</u>	<u>Date</u>	<u>Task</u>	<u>Hours</u>	<u>Raw Rate</u>	<u>Raw Rate</u> <u>* 2.8</u>	<u>Total</u>
Carolina Molfetta	8/12/2016	Completed form grade elevations for Beech and Howard	2.00	\$ 31.99	\$ 89.57	\$ 179.
Carolina Molfetta	8/18/2016	Form elevation checks for 5A	1.00	\$ 31.99	\$ 89.57	\$ 89.
Ryan Nokelby	7/26/2016	Creation of 5A & 5B Resident Concern Log, Meeting with Rebecca S. & Charles L. to review outstanding concerns	2.00	\$ 32.26	\$ 90.33	\$ 180.
Ryan Nokelby	7/27/2016	Additional Driveway Design for 1119 Mulberry based on residents comments, meeting with Terry M. to discuss design	3.00	\$ 32.26	\$ 90.33	\$ 270.
Ryan Nokelby	7/28/2016	Updating construction set with daily reports	1.00	\$ 32.26	\$ 90.33	\$ 90.
Ryan Nokelby	8/1/2016	Redlining Relocation of Stm Swr Manway & Inlets at 5325 Valerie due to new house being built, email to Contractor with revised Sheet 25	2.00	\$ 32.26	\$ 90.33	\$ 180.
Ryan Nokelby	8/3/2016	Redlining Nancy Proposed Street Grades, email to Contractor with revised Sheet 40	2.00	\$ 32.26	\$ 90.33	\$ 180.
Ryan Nokelby	8/3/2016	Meeting with Charles L. to discuss quantity discrepancies	1.00	\$ 32.26	\$ 90.33	\$ 90.
Ryan Nokelby	8/4/2016	RB5A Progress Meeting	1.00	\$ 32.26	\$ 90.33	\$ 90.
Ryan Nokelby	8/8/2016	Updating Resident Concern Logs with previous concerns from March 2015 to Mar-16	2.00	\$ 32.26	\$ 90.33	\$ 180.
Ryan Nokelby	8/8/2016	Review of Phase 5B Daily Reports, Meeting with Charles L. to discuss discrepancies	2.00	\$ 32.26	\$ 90.33	\$ 180.
Ryan Nokelby	8/8/2016	Updating Construction Set with daily reports	1.00	\$ 32.26	\$ 90.33	\$ 90.
Ryan Nokelby	8/10/2016	Processing RB5A Pay Estimate No. 17	2.00	\$ 32.26	\$ 90.33	\$ 180.
Ryan Nokelby	8/17/2016	Processing RB5B Pay Estimate No. 4	4.00	\$ 32.26	\$ 90.33	\$ 361.
Ryan Nokelby	8/18/2016	Email to Contractor on status of Valerie Paving	1.00	\$ 32.26	\$ 90.33	\$ 90.
Ryan Nokelby	8/18/2016	Review of Contractor's latest schedule for street completion dates	1.00	\$ 32.26	\$ 90.33	\$ 90.
Ryan Nokelby	8/19/2016	Response to City on Mr. Franke's Email on Howard	1.00	\$ 32.26	\$ 90.33	\$ 90.
Ryan Nokelby	8/19/2016	Correspondence with Contractor on request for Saturday work	1.00	\$ 32.26	\$ 90.33	\$ 90.
Rebecca Stiles	7/25/2016	Internal Meeting re: TCL & Reytec schedules.	1.25	\$ 18.58	\$ 52.02	\$ 65.
Rebecca Stiles	7/26/2016	Created and updated resident concern log	2.00	\$ 18.58	\$ 52.02	\$ 104.
Rebecca Stiles	7/27/2016	Entered more concerns into the log.	1.50	\$ 18.58	\$ 52.02	\$ 78.
Rebecca Stiles	7/28/2016	Entered more concerns into the log, went over all "unresolved" issues with Charles and marked them completed or not per his instruction. Created/Edited form that Charles will use to write down the detail of all resident concerns.	0.50	\$ 18.58	\$ 52.02	\$ 26.
Rebecca Stiles	7/29/2016	More resident concerns logged in. Also built 5B Daily Report for Charles to be able to log.	0.50	\$ 18.58	\$ 52.02	\$ 26.
Rebecca Stiles	8/2/2016	Progress Meeting	0.50	\$ 18.58	\$ 52.02	\$ 26.
Rebecca Stiles	8/4/2016	Resident Log.	0.25	\$ 18.58	\$ 52.02	\$ 13.
Rebecca Stiles	8/8/2016	Updating Pay Estimate for 5B with Daily reports from Charles.	0.25	\$ 18.58	\$ 52.02	\$ 13.
Rebecca Stiles	8/9/2016	Resident Concern Log updating.	0.50	\$ 18.58	\$ 52.02	\$ 26.

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Rebecca Stiles	8/10/2016	Resident Concern Log updating.	0.25	\$ 18.58	\$ 52.02	\$ 13.46
Rebecca Stiles	8/12/2016	Resident Concern Log updating.	0.25	\$ 18.58	\$ 52.02	\$ 13.46
Rebecca Stiles	8/15/2016	Resident Log updating	0.25	\$ 18.58	\$ 52.02	\$ 13.46
Rebecca Stiles	8/16/2016	Progress MeetingResident Log Updating	0.75	\$ 18.58	\$ 52.02	\$ 39.38
Rebecca Stiles	8/18/2016	Resident Log Updating	0.25	\$ 18.58	\$ 52.02	\$ 13.46
Rebecca Stiles	8/19/2016	Pay Estimate processingCreating Daily Report Log for Charles for Est. No. 6 Reproduction	1.00	\$ 18.58	\$ 52.02	\$ 52.02 \$ 19.38
Terry Maher	8/22/2016	5B- Construction issues with Residents, Contractor and City staff	1.00	\$ 64.30	\$ 180.04	\$ 180.04
Terry Maher	8/24/2016	5B- Construction issues with Residents, Contractor and City staff	1.00	\$ 64.30	\$ 180.04	\$ 180.04
Terry Maher	8/25/2016	5B- Construction issues with Residents, Contractor and City staff	1.00	\$ 64.30	\$ 180.04	\$ 180.04
Terry Maher	8/26/2016	5B- Construction issues with Residents, Contractor and City staff	1.00	\$ 64.30	\$ 180.04	\$ 180.04
5A/5B September 2016						
Terry Maher	9/15/2016	Progress meetings	2.00	\$ 64.30	\$ 180.04	\$ 360.08
Terry Maher	9/16/2016	Correspondence with Bellaire staff and residents regarding street access and landscaping, and tree removal	4.00	\$ 64.30	\$ 180.04	\$ 720.16
Terry Maher	9/19/2016	Resident Concern Coordination	2.00	\$ 64.30	\$ 180.04	\$ 360.08
Terry Maher	9/20/2016	Resident Concern Coordination	2.00	\$ 64.30	\$ 180.04	\$ 360.08
Terry Maher	9/21/2016	Resident Concern Coordination	1.00	\$ 64.30	\$ 180.04	\$ 180.04
Carolina Molfetta	8/31/2016	Phase 5B - Form elevation checks for Valerie	1.00	\$ 31.99	\$ 89.57	\$ 89.57
Carolina Molfetta	9/6/2016	completed form elevation check for nancy st.	1.00	\$ 31.99	\$ 89.57	\$ 89.57
Carolina Molfetta	9/13/2016	Attended in house meeting for projectRejected form elevations for Howard	1.00	\$ 31.99	\$ 89.57	\$ 89.57
Carolina Molfetta	9/14/2016	Checked form elevations for Valerie	0.50	\$ 31.99	\$ 89.57	\$ 44.79
Carolina Molfetta	9/19/2016	checked form elevations for Phase 5B	0.75	\$ 31.99	\$ 89.57	\$ 67.19
Carolina Molfetta	9/20/2016	checked form elevations for Phase 5B	0.25	\$ 31.99	\$ 89.57	\$ 22.39
Ryan Nokelby	8/25/2016	Phase 5B Monthly Progress Meeting (1.5 hrs) Review of Phase 5A Contractor Delay Log Request (2 hrs)	3.50	\$ 32.26	\$ 90.33	\$ 316.91
Ryan Nokelby	8/29/2016	Revising 5A PE #17 & 5B PE #4 based on City's comments (3 hrs) Working on resident concerns at 4603 Beech, sending invoice to Contractor at 512 Wilmington (1 hr)	4.00	\$ 32.26	\$ 90.33	\$ 361.04
Ryan Nokelby	8/30/2016	Working on resident concerns at 5301 Valerie, 1116 Howard, Bellaire Ct Storm Sewer Issue, (1 hr)	1.00	\$ 32.26	\$ 90.33	\$ 90.33
Ryan Nokelby	8/31/2016	Updating Revised 5A PE #17, working on resident concerns at 1119 Mulberry (1 hr)	1.00	\$ 32.26	\$ 90.33	\$ 90.33
Ryan Nokelby	9/7/2016	Updating construction set with daily reports (1 hr) Updating resident logs, following up on City emails with resident concerns (1 hr)	2.00	\$ 32.26	\$ 90.33	\$ 180.66

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<u>Name</u>	<u>Date</u>	<u>Task</u>	<u>Hours</u>	<u>Raw Rate</u>	<u>Raw Rate * 2.8</u>	<u>Total</u>
Ryan Nokelby	9/9/2016	Meeting with Charles L. to discuss daily report quantity discrepancies (1 hr)				
		Scheduling of 5A Progress Meeting, Preparation of Meeting Materials (0.5 hr)	1.50	\$ 32.26	\$ 90.33	\$ 135.
Ryan Nokelby	9/12/2016	Processing RB5A Pay Estimate No. 18 (2 hrs)				
		Processing RB5B Pay Estimate No. 5 (2 hrs)	4.00	\$ 32.26	\$ 90.33	\$ 361.
Ryan Nokelby	9/15/2016	Attending RB5B Progress Meeting (1 hr)				
		Attending RB5A Progress Meeting (1 hr)	2.00	\$ 32.26	\$ 90.33	\$ 180.
Rebecca Stiles	8/25/2016	Updating Resident Concern log prior to progress meeting.	0.25	\$ 18.58	\$ 52.02	\$ 13.
Rebecca Stiles	8/30/2016	Pay Est 5 & 18 creation, entering daily reports. Emailing/calling Charles and asking for quantity clarification & missing daily reports.	1.00	\$ 18.58	\$ 52.02	\$ 52.
Rebecca Stiles	8/31/2016	Bellaire progress meeting (internal)	1.00	\$ 18.58	\$ 52.02	\$ 52.
Rebecca Stiles	9/8/2016	Updating Pay Estimates A & B using daily reports from Charles.	0.50	\$ 18.58	\$ 52.02	\$ 26.
Rebecca Stiles	9/12/2016	Resident Log, Updating Meeting Agenda/Minutes	1.50	\$ 18.58	\$ 52.02	\$ 78.
Rebecca Stiles	9/13/2016	Finishing Meeting Agenda Updating Resident Log. Attending bi-weekly internal	1.50	\$ 18.58	\$ 52.02	\$ 78.
Rebecca Stiles	9/14/2016	Resident Concern Log	0.25	\$ 18.58	\$ 52.02	\$ 13.
Rebecca Stiles	9/20/2016	Resident Concern Log	0.50	\$ 18.58	\$ 52.02	\$ 26.
Rebecca Stiles	9/21/2016	Resident Concern Log, Typing notes for Terry	1.00	\$ 18.58	\$ 52.02	\$ 52.
		Reproduction September, 2016				\$ 61.
5A/5B October 2016						
Aaron Croley	10/28/2016	Grade Checks for Valerie	0.75	\$ 27.22	\$ 76.22	\$ 57.
Terry Maher	9/27/2016	Resident Concerns	3.00	\$ 64.30	\$ 180.04	\$ 540.
Terry Maher	9/29/2016	Progress meetings & Addressing Resident Concerns	8.00	\$ 64.30	\$ 180.04	\$ 1,440.
Terry Maher	9/30/2016	Resident Concerns	1.00	\$ 64.30	\$ 180.04	\$ 180.
Terry Maher	10/10/2016	Resident Concerns and Coordination with Reytec	1.00	\$ 64.30	\$ 180.04	\$ 180.
Terry Maher	10/11/2016	Coordination of Reytec schedule and request to start storm sewer construction on 1100 Howard. Resident concerns 4918 Bellview	3.00	\$ 64.30	\$ 180.04	\$ 540.
Carolina Molfetta	9/26/2016	Checked form elevation grades	1.00	\$ 31.99	\$ 89.57	\$ 89.
Carolina Molfetta	10/7/2016	checked form elevation grades for howard	1.00	\$ 31.99	\$ 89.57	\$ 89.
Carolina Molfetta	10/19/2016	form elevation check for Howard	1.00	\$ 31.99	\$ 89.57	\$ 89.
Ryan Nokelby	9/27/2016	Meeting with Charles L. to discuss punch list items from preliminary walkthrough	1.00	\$ 32.26	\$ 90.33	\$ 90.
Ryan Nokelby	9/28/2016	Updating construction sets with daily reports	1.00	\$ 32.26	\$ 90.33	\$ 90.
Ryan Nokelby	9/29/2016	Attending RB5B Progress Meeting	1.50	\$ 32.26	\$ 90.33	\$ 135.
Ryan Nokelby	10/3/2016	Following up with 5A Contractor on remaining items to complete, striping and signing schedule	1.00	\$ 32.26	\$ 90.33	\$ 90.
Ryan Nokelby	10/4/2016	Updating construction set with daily reports, meeting with Charles L.	1.50	\$ 32.26	\$ 90.33	\$ 135.

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<u>Name</u>	<u>Date</u>	<u>Task</u>	<u>Hours</u>	<u>Raw Rate</u>	<u>Raw Rate</u> <u>* 2.8</u>	<u>Total</u>
Ryan Nokelby	10/7/2016	Preparation of documents & sending emails to Contractors for request for proposals for additional work in City	2.50	\$ 32.26	\$ 90.33	\$ 225.
Ryan Nokelby	10/10/2016	Correspondence with 5B Contractor on pay estimate discrepancies	1.00	\$ 32.26	\$ 90.33	\$ 90.
Ryan Nokelby	10/12/2016	Correspondence with 5B Contractor on starting 1100 Howard	1.00	\$ 32.26	\$ 90.33	\$ 90.
Ryan Nokelby	10/12/2016	Correspondence relating to 5319 Valerie sidewalk & driveway slope	1.00	\$ 32.26	\$ 90.33	\$ 90.
Ryan Nokelby	10/14/2016	Correspondence relating to 1214 Howard sprinklers & Franke temporary sidewalk	1.00	\$ 32.26	\$ 90.33	\$ 90.
Ryan Nokelby	10/14/2016	Determining CenterPoint street light numbers that are not working for 5A	1.00	\$ 32.26	\$ 90.33	\$ 90.
Ryan Nokelby	10/17/2016	RB5A 509/507 Wilmington Resident Issue	0.50	\$ 32.26	\$ 90.33	\$ 45.
Ryan Nokelby	10/17/2016	Scheduling RB5A Final Walkthrough with City	0.50	\$ 32.26	\$ 90.33	\$ 45.
Ryan Nokelby	10/17/2016	Contacting CenterPoint about 5A Street Lights still out	0.50	\$ 32.26	\$ 90.33	\$ 45.
Ryan Nokelby	10/17/2016	4914 Bellview Driveway Payment Issue	0.50	\$ 32.26	\$ 90.33	\$ 45.
Ryan Nokelby	10/18/2016	4914 Bellview Driveway Payment Issue Resolved	0.50	\$ 32.26	\$ 90.33	\$ 45.
Ryan Nokelby	10/18/2016	Resident Issue on Newcastle at Nancy & Glenmont	0.50	\$ 32.26	\$ 90.33	\$ 45.
Ryan Nokelby	10/18/2016	1204 Howard temporary sidewalk issue	0.50	\$ 32.26	\$ 90.33	\$ 45.
Ryan Nokelby	10/18/2016	5300 Valerie Traffic Switch issue	0.50	\$ 32.26	\$ 90.33	\$ 45.
Ryan Nokelby	10/19/2016	5313 Valerie missing rock issue & water shut off for 4 hrs	0.50	\$ 32.26	\$ 90.33	\$ 45.
Ryan Nokelby	10/19/2016	Discussions with City on payment to Contractor for CPE caused repairs	0.50	\$ 32.26	\$ 90.33	\$ 45.
Ryan Nokelby	10/19/2016	Discussions with City on 4918 Bellview Invoice #5 & DW	1.00	\$ 32.26	\$ 90.33	\$ 90.
Ryan Nokelby	10/19/2016	Processing RB5B PE #6	2.00	\$ 32.26	\$ 90.33	\$ 180.
Ryan Nokelby	10/20/2016	RB5B Progress Meeting	2.00	\$ 32.26	\$ 90.33	\$ 180.
Ryan Nokelby	10/20/2016	Processing RB5A PE #19	2.00	\$ 32.26	\$ 90.33	\$ 180.
Ryan Nokelby	10/21/2016	Formal Response to 4918 Bellview Invoice #5 & Driveway Issue	1.50	\$ 32.26	\$ 90.33	\$ 135.
Ryan Nokelby	10/21/2016	1224 Howard sprinkler & sod issue	0.50	\$ 32.26	\$ 90.33	\$ 45.
Ryan Nokelby	10/25/2016	5319 Valerie sprinkler issue	0.50	\$ 32.26	\$ 90.33	\$ 45.
Ryan Nokelby	10/25/2016	5300 Merrie sprinkler issue	0.50	\$ 32.26	\$ 90.33	\$ 45.
Ryan Nokelby	10/25/2016	Preparation of 5A Preliminary Punch List & Sign-In Sheet Documents for Walkthrough	1.00	\$ 32.26	\$ 90.33	\$ 90.
Ryan Nokelby	10/26/2016	Performing 5A Final Walkthrough with Contractor and City	4.50	\$ 32.26	\$ 90.33	\$ 406.
Ryan Nokelby	10/27/2016	Discussions with City and Contractor on request to start storm on 1000 Howard	1.00	\$ 32.26	\$ 90.33	\$ 90.
Ryan Nokelby	10/27/2016	Correspondence with City and Contractor on status and schedule of remaining work on Newcastle	0.50	\$ 32.26	\$ 90.33	\$ 45.
Ryan Nokelby	10/28/2016	1215 Howard Driveway Issue	0.50	\$ 32.26	\$ 90.33	\$ 45.
Ryan Nokelby	10/28/2016	5315 Valerie Driveway Issue	0.50	\$ 32.26	\$ 90.33	\$ 45.
Ryan Nokelby	10/28/2016	5307 Valerie Walkway Issue	0.50	\$ 32.26	\$ 90.33	\$ 45.

Attachment: Rebuild Bellaire 5A and 5B Engineering Amendment #3_Proposal (2321 : HDR Contract

ATTACHMENT "E-1"
Additional Construction Administration Services

<u>Name</u>	<u>Date</u>	<u>Task</u>	<u>Hours</u>	<u>Raw Rate</u>	<u>Raw Rate</u> <u>* 2.8</u>	<u>Total</u>
Ryan Nokelby	10/28/2016	5300 Water Line Adjustment Correspondence	0.50	\$ 32.26	\$ 90.33	\$ 45.
Rebecca Stiles	9/26/2016	Daily Report for October file (for Charles), Pay Est. No. 6 and Pay Est No. 191	1.25	\$ 18.58	\$ 52.02	\$ 65.
Rebecca Stiles	9/27/2016	Internal MeetingsPrepping letter to contractor re: not on schedule	2.00	\$ 18.58	\$ 52.02	\$ 104.
Rebecca Stiles	9/28/2016	Resident concerns	0.50	\$ 18.58	\$ 52.02	\$ 26.
Rebecca Stiles	10/6/2016	Pay Estimate updating	0.50	\$ 18.58	\$ 52.02	\$ 26.
Rebecca Stiles	10/7/2016	Resident Concern Log.	0.50	\$ 18.58	\$ 52.02	\$ 26.
Rebecca Stiles	10/11/2016	Internal Meeting	1.25	\$ 18.58	\$ 52.02	\$ 65.
Rebecca Stiles	10/12/2016	Send letter to Reytec concerning Cherry Concrete Claim.	0.25	\$ 18.58	\$ 52.02	\$ 13.
Rebecca Stiles	10/20/2016	Resident Concern Log updated, filed emails.	3.00	\$ 18.58	\$ 52.02	\$ 156.
Rebecca Stiles	10/27/2016	Building Pay Est. for 5A and 5B, also daily report file for 5B	1.50	\$ 18.58	\$ 52.02	\$ 78.
Rebecca Stiles	10/28/2016	Updating 5B pay estimate.	0.50	\$ 18.58	\$ 52.02	\$ 26.
		Reproduction October, 2016				\$ 6.
5A/5B November 2016						
Aaron Croley	11/21/2016		0.50	\$ 27.22	\$ 76.22	\$ 38.
Terry Maher	11/3/2016	Progress Meeting	2.00	\$ 64.30	\$ 180.04	\$ 360.
Terry Maher	11/7/2016	Addressing Resident's concerns	1.00	\$ 64.30	\$ 180.04	\$ 180.
Terry Maher	11/8/2016	Addressing Resident's concerns	2.00	\$ 64.30	\$ 180.04	\$ 360.
Terry Maher	11/9/2016	Addressing Resident's concerns	1.00	\$ 64.30	\$ 180.04	\$ 180.
Terry Maher	11/11/2016	Addressing Resident's concerns	1.00	\$ 64.30	\$ 180.04	\$ 180.
Terry Maher	11/17/2016	Addressing Resident Concerns	1.00	\$ 64.30	\$ 180.04	\$ 180.
Terry Maher	11/18/2016	Reviewing Pay Estimate and addressing Resident concerns	1.00	\$ 64.30	\$ 180.04	\$ 180.
Terry Maher	11/22/2016	Addressing Residents concerns	1.00	\$ 64.30	\$ 180.04	\$ 180.
Carolina Molfetta	11/4/2016	Howard St form elevation check	1.00	\$ 31.99	\$ 89.57	\$ 89.
Carolina Molfetta	11/16/2016	Form elevation check	1.00	\$ 31.99	\$ 89.57	\$ 89.
Ryan Nokelby	11/1/2016	1212 Howard Sprinkler Issue	0.50	\$ 32.26	\$ 90.33	\$ 45.
Ryan Nokelby	11/1/2016	1116 Howard SWPPP Issue	0.50	\$ 32.26	\$ 90.33	\$ 45.
Ryan Nokelby	11/1/2016	5307/5319 Valerie Sprinkler Issues	0.50	\$ 32.26	\$ 90.33	\$ 45.
Ryan Nokelby	11/2/2016	Finalizing Punch List/Email to City	1.00	\$ 32.26	\$ 90.33	\$ 90.
Ryan Nokelby	11/2/2016	1111 Howard private water usage issue	0.50	\$ 32.26	\$ 90.33	\$ 45.
Ryan Nokelby	11/2/2016	Preparation of Progress Meeting Agenda	0.50	\$ 32.26	\$ 90.33	\$ 45.
Ryan Nokelby	11/3/2016	5B Progress Meeting	2.50	\$ 32.26	\$ 90.33	\$ 225.
Ryan Nokelby	11/3/2016	4705 Bellview resident concerns notes	0.50	\$ 32.26	\$ 90.33	\$ 45.
Ryan Nokelby	11/3/2016	507 Wilmington drainage follow-up	0.50	\$ 32.26	\$ 90.33	\$ 45.
Ryan Nokelby	11/7/2016	4625 Beech Contractor's Info	0.50	\$ 32.26	\$ 90.33	\$ 45.
Ryan Nokelby	11/7/2016	4705 Bellview Follow-Up	0.50	\$ 32.26	\$ 90.33	\$ 45.

Attachment: Rebuild Bellaire 5A and 5B Engineering Amendment #3_Proposal (2321 : HDR Contract

ATTACHMENT "E-1"
Additional Construction Administration Services

<u>Name</u>	<u>Date</u>	<u>Task</u>	<u>Hours</u>	<u>Raw Rate</u>	Raw Rate		<u>Total</u>
					<u>* 2.8</u>		
Ryan Nokelby	11/7/2016	Ms. Miller Correspondence	0.50	\$ 32.26	\$ 90.33	\$	45.
Ryan Nokelby	11/7/2016	507 Wilmington Schedule Geotech	0.50	\$ 32.26	\$ 90.33	\$	45.
Ryan Nokelby	11/7/2016	CenterPoint Follow-Up on Street Lights	0.50	\$ 32.26	\$ 90.33	\$	45.
Ryan Nokelby	11/8/2016	1110 Howard Driveway Radius	0.50	\$ 32.26	\$ 90.33	\$	45.
Ryan Nokelby	11/8/2016	4705 Bellview Response to Items	1.50	\$ 32.26	\$ 90.33	\$	135.
Ryan Nokelby	11/9/2016	1201 Mulberry Concerns	0.50	\$ 32.26	\$ 90.33	\$	45.
Ryan Nokelby	11/9/2016	5323 Valerie Water Turned Off	0.50	\$ 32.26	\$ 90.33	\$	45.
Ryan Nokelby	11/9/2016	Updating 5B Construction Set with Daily Reports	1.50	\$ 32.26	\$ 90.33	\$	135.
Ryan Nokelby	11/10/2016	Review of 5A Contractor's Submitted Final Pay Estimate	0.50	\$ 32.26	\$ 90.33	\$	45.
Ryan Nokelby	11/15/2016	Processing RB5B Pay Estimate No. 7	4.00	\$ 32.26	\$ 90.33	\$	361.
Ryan Nokelby	11/16/2016	Preparation of Progress Meeting Agenda	1.00	\$ 32.26	\$ 90.33	\$	90.
Ryan Nokelby	11/17/2016	Attending Construction Progress Meeting	1.50	\$ 32.26	\$ 90.33	\$	135.
Ryan Nokelby	11/18/2016	Finalizing 5A Punch List & Sending to City	0.50	\$ 32.26	\$ 90.33	\$	45.
Ryan Nokelby	11/18/2016	5319 Valerie Pavers	0.50	\$ 32.26	\$ 90.33	\$	45.
Ryan Nokelby	11/18/2016	Correspondence with 5A Contractor on 4816 Bellview	0.50	\$ 32.26	\$ 90.33	\$	45.
Ryan Nokelby	11/18/2016	Creating 5A Pay Estimate 20	1.00	\$ 32.26	\$ 90.33	\$	90.
Ryan Nokelby	11/21/2016	Correspondence with City on Request for 5A Pay Estimate Before Final	0.50	\$ 32.26	\$ 90.33	\$	45.
Ryan Nokelby	11/21/2016	Correspondence with Contractor on 5A Punch List Status	0.50	\$ 32.26	\$ 90.33	\$	45.
Ryan Nokelby	11/21/2016	Review of 5A Final Pay Estimate Items & Quantities	1.00	\$ 32.26	\$ 90.33	\$	90.
Ryan Nokelby	11/23/2016	Contractor TCP for Alder closure	1.00	\$ 32.26	\$ 90.33	\$	90.
Rebecca Stiles	11/9/2016	Prepared Meeting Minutes for Terry	0.50	\$ 18.58	\$ 52.02	\$	26.
5A/5B December 2016							
David Jorgensen	12/31/2016	Reviewed water line revision at Pine ST.	0.50	\$ 56.22	\$ 157.42	\$	78.
Terry Maher	12/19/2016	Address Resident concerns	1.00	\$ 64.30	\$ 180.04	\$	180.
Terry Maher	12/20/2016	Waterline relocation due to unforeseen field conditions-exiting waterline locati	3.00	\$ 64.30	\$ 180.04	\$	540.
Terry Maher	12/21/2016	Waterline relocation due to unforeseen field conditions-exiting waterline locati	3.00	\$ 64.30	\$ 180.04	\$	540.
Terry Maher	12/22/2016	Waterline relocation due to unforeseen field conditions-exiting waterline locati	2.00	\$ 64.30	\$ 180.04	\$	360.
Terry Maher	11/28/2016	Address Resident Concerns	1.00	\$ 64.30	\$ 180.04	\$	180.
Terry Maher	11/29/2016	Address Resident Concerns, Review Reytec TCP	2.50	\$ 64.30	\$ 180.04	\$	450.
Terry Maher	11/30/2016	Address Resident Concerns	1.00	\$ 64.30	\$ 180.04	\$	180.
Terry Maher	12/6/2016	Working on Contract Closeout and resident concerns	2.00	\$ 64.30	\$ 180.04	\$	360.
Terry Maher	12/7/2016	resident concerns	2.00	\$ 64.30	\$ 180.04	\$	360.
Terry Maher	12/8/2016	resident concerns	3.00	\$ 64.30	\$ 180.04	\$	540.
Terry Maher	12/12/2016	Address Resident concerns	3.00	\$ 64.30	\$ 180.04	\$	540.
Terry Maher	12/13/2016	Address Resident concerns	3.00	\$ 64.30	\$ 180.04	\$	540.

Attachment: Rebuild Bellaire 5A and 5B Engineering Amendment #3_Proposal (2321 : HDR Contract

ATTACHMENT "E-1"
Additional Construction Administration Services

<u>Name</u>	<u>Date</u>	<u>Task</u>	<u>Hours</u>	<u>Raw Rate</u>	Raw Rate		<u>Total</u>
					* 2.8		
Terry Maher	12/14/2016	Address Resident concerns	0.50	\$ 64.30	\$ 180.04	\$	90.1
Terry Maher	12/16/2016	Revisions due to field located waterline	3.00	\$ 64.30	\$ 180.04	\$	540.1
Terry Maher	12/28/2016	Alder at Pine Street Waterline Adjustment Design	3.00	\$ 64.30	\$ 180.04	\$	540.1
Terry Maher	12/29/2016	Alder at Pine Street Waterline Adjustment Design	2.00	\$ 64.30	\$ 180.04	\$	360.1
Carolina Molfetta	12/7/2016		1.00	\$ 31.99	\$ 89.57	\$	89.1
Carolina Molfetta	12/16/2016	Form Elevation check for adler at Valerie and Howard	1.00	\$ 31.99	\$ 89.57	\$	89.1
Carolina Molfetta	12/29/2016	Form elevation check for Adler	1.00	\$ 31.99	\$ 89.57	\$	89.1
Ryan Nokolby	11/30/2016	Preparation of Progress Meeting Agenda	1.00	\$ 32.26	\$ 90.33	\$	90.1
Ryan Nokolby	12/1/2016	Attending 5B Progress Meeting	2.00	\$ 32.26	\$ 90.33	\$	180.1
Ryan Nokolby	12/1/2016	Follow-Up with 5B Contractor & CPE on Street Light Relocation	0.50	\$ 32.26	\$ 90.33	\$	45.1
Ryan Nokolby	12/1/2016	Meeting with Charles to discuss remaining items on 5A Punch List	1.00	\$ 32.26	\$ 90.33	\$	90.1
Ryan Nokolby	12/1/2016	Correspondence with Contractor on 5A Closeout	1.00	\$ 32.26	\$ 90.33	\$	90.1
Ryan Nokolby	12/6/2016	5319 Valerie Pavers	0.50	\$ 32.26	\$ 90.33	\$	45.1
Ryan Nokolby	12/6/2016	1219 Howard Items	1.00	\$ 32.26	\$ 90.33	\$	90.1
Ryan Nokolby	12/6/2016	5324 Pine Items	1.00	\$ 32.26	\$ 90.33	\$	90.1
Ryan Nokolby	12/6/2016	5A Contractor Correspondence on Closeout Documents	0.50	\$ 32.26	\$ 90.33	\$	45.1
Ryan Nokolby	12/6/2016	Updating 5B Construction Set with Daily Reports	1.00	\$ 32.26	\$ 90.33	\$	90.1
Ryan Nokolby	12/8/2016	1212 Howard Items	1.00	\$ 32.26	\$ 90.33	\$	90.1
Ryan Nokolby	12/8/2016	1010 Howard Items	1.00	\$ 32.26	\$ 90.33	\$	90.1
Ryan Nokolby	12/8/2016	CPE Street Light Correspondence	0.50	\$ 32.26	\$ 90.33	\$	45.1
Ryan Nokolby	12/9/2016	Reviewing 5A Contractor As-Built Drawings	1.00	\$ 32.26	\$ 90.33	\$	90.1
Ryan Nokolby	12/13/2016	CenterPoint Street Light Follow-Up	0.50	\$ 32.26	\$ 90.33	\$	45.1
Ryan Nokolby	12/13/2016	Roses Owner on Alder Correspondence	0.50	\$ 32.26	\$ 90.33	\$	45.1
Ryan Nokolby	12/13/2016	Follow-Up on 5A Punch List Completion	1.00	\$ 32.26	\$ 90.33	\$	90.1
Ryan Nokolby	12/15/2016	5B Progress Meeting	2.00	\$ 32.26	\$ 90.33	\$	180.1
Ryan Nokolby	12/16/2016	Processing Pay Estimate No. 8	4.00	\$ 32.26	\$ 90.33	\$	361.1
Ryan Nokolby	12/19/2016	Finalizing Pay Estimate No. 8	2.00	\$ 32.26	\$ 90.33	\$	180.1
Ryan Nokolby	12/20/2016	Working on Alder Water Line Relocation	2.00	\$ 32.26	\$ 90.33	\$	180.1
Ryan Nokolby	12/22/2016	Working on Phase 5A As-builts	2.00	\$ 32.26	\$ 90.33	\$	180.1
Ryan Nokolby	12/27/2016	Meeting with Charles Lindberg to discuss daily reports	1.00	\$ 32.26	\$ 90.33	\$	90.1
Ryan Nokolby	12/27/2016	Phase 5A As-Builts	1.00	\$ 32.26	\$ 90.33	\$	90.1
Ryan Nokolby	12/28/2016	Phase 5A As-Builts	2.00	\$ 32.26	\$ 90.33	\$	180.1
Rebecca Stiles	11/28/2016	Contact Reytec regarding unpaid bill; received response back from from Reytec, forwarded invoices to Terry and the City of Bellaire	0.50	\$ 18.58	\$ 52.02	\$	26.1
Rebecca Stiles	11/29/2016	Building Pay Estimate for 13-041 5 B	1.00	\$ 18.58	\$ 52.02	\$	52.1
Rebecca Stiles	12/2/2016	Building Electronic Daily Reports spreadsheet for Charles for December	1.00	\$ 18.58	\$ 52.02	\$	52.1

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ATTACHMENT "E-1"
Additional Construction Administration Services

<u>Name</u>	<u>Date</u>	<u>Task</u>	<u>Hours</u>	<u>Raw Rate</u>	<u>Raw Rate * 2.8</u>	<u>Total</u>
Rebecca Stiles	12/12/2016	Joint Sealant Submittal - looking in PW if one had been approved. Terry wants me to look over.	0.25	\$ 18.58	\$ 52.02	\$ 13.12
Rebecca Stiles	12/13/2016	Looking over submittal. Referencing TxDOT spec 433.2 Section 5 for more details. Creating Contract Closeout for 5A.	1.00	\$ 18.58	\$ 52.02	\$ 52.02
Rebecca Stiles	12/28/2016	Daily Report Tabulation Reproduction December	1.00	\$ 18.58	\$ 52.02	\$ 52.02 \$ 71.12
5A/5B January 2017						
Denise Maher	1/23/2017	CADD - Researching and Updating Utility Locations	4.00	\$ 38.28	\$ 107.18	\$ 428.64
Terry Maher	1/4/2017	Alder at Pine Plan Revisions	3.00	\$ 64.30	\$ 180.04	\$ 540.12
Terry Maher	1/5/2017	Progress Meeting	2.00	\$ 64.30	\$ 180.04	\$ 360.08
Terry Maher	1/9/2017	Resident Concerns, 5319 5323 Valerie	2.00	\$ 64.30	\$ 180.04	\$ 360.08
Terry Maher	1/11/2017	Resident Concerns,	1.00	\$ 64.30	\$ 180.04	\$ 180.04
Terry Maher	1/12/2017	Resident Concerns,	1.00	\$ 64.30	\$ 180.04	\$ 180.04
Terry Maher	1/16/2017	Resident Concerns,	3.00	\$ 64.30	\$ 180.04	\$ 540.12
Terry Maher	1/16/2017	Additional Work - 5319 Valerie Water service leak and repair report	1.00	\$ 64.30	\$ 180.04	\$ 180.04
Terry Maher	1/17/2017	Research CenterPoint streetlight cable repair claims against the City of Bellaire. Research streetlight re-energizing status on Howard. Preparation for Progress Meeting.	3.00	\$ 64.30	\$ 180.04	\$ 540.12
Terry Maher	1/17/2017	Additional Work-Preparation of Project Maps - Additional Work - 5319 Valerie Water service leak and repair report	2.00	\$ 64.30	\$ 180.04	\$ 360.08
Terry Maher	1/18/2017	Site Visit after flooding	2.00	\$ 64.30	\$ 180.04	\$ 360.08
Terry Maher	1/18/2017	Additional Work-Preparation of Project Maps - Additional Work - 5319 Valerie Water service leak and repair report	2.00	\$ 64.30	\$ 180.04	\$ 360.08
Terry Maher	1/19/2017	Additional Work-Preparation of Project Maps	2.00	\$ 64.30	\$ 180.04	\$ 360.08
Terry Maher	1/20/2017	5325 Valerie drain line concern, Drainage Concerns on Howard and Valerie during a 20 year storm event, Waterline adjustment research	2.00	\$ 64.30	\$ 180.04	\$ 360.08
Terry Maher	1/20/2017	Additional Work - 542 S Second Street, Survey gutter line and evaluate needs for repair, design repair. Additional Work-Preparation of Project Maps	5.00	\$ 64.30	\$ 180.04	\$ 900.20
Terry Maher	1/23/2017	Bellview Center Point Claim Research, Pay Application review, Howard Street light issues	4.00	\$ 64.30	\$ 180.04	\$ 720.16
Terry Maher	1/24/2017	Ferris Waterline RFI 008, Howard Streetlights, 6910 Ferris residential drainage concerns, Right of entry form for Reytec, 1219 Howard lane sprinkler issues. Waterline conflicts on Ferris, Pay App # 9, inlet clarifications for Reytec.	2.00	\$ 64.30	\$ 180.04	\$ 360.08
Terry Maher	1/25/2017	5335 Braeburn yard concerns ,Various resident's concerns. Alder pine waterline adjustment clarifications, Ferris pavement elevation clarifications, gas				

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Additional Construction Administration Services

<u>Name</u>	<u>Date</u>	<u>Task</u>	<u>Hours</u>	<u>Raw Rate</u>	<u>Raw Rate * 2.8</u>	<u>Total</u>
Terry Maher	1/26/2017	line conflict on Ferris, Howard streetlights, Pavement elevation clarifications on Ferris for the Contractor, 1212 Howard Lane ROW restoration concerns. Contractor Correspondence	4.00	\$ 64.30	\$ 180.04	\$ 720.
Terry Maher	1/26/2017	524 S Second street pavement repair	5.00	\$ 64.30	\$ 180.04	\$ 900.
Terry Maher	1/27/2017	RFI 008 Waterline Adjustments on Ferris, Site visit to observe ongoing work	1.00	\$ 64.30	\$ 180.04	\$ 180.
Terry Maher	1/28/2017	Site Visit to discuss waterline relocations with contractor	3.00	\$ 64.30	\$ 180.04	\$ 540.
Terry Maher	1/30/2017	Waterline Adjustment Alder @ Pine, Ferris Waterliune and gas line conflicts, RB5A closeout	1.00	\$ 64.30	\$ 180.04	\$ 180.
Terry Maher	1/31/2017	4705 Bellview Landscaping, Ferris Gas line conflict, 5335 Pine Sidewalk, Material Testing Contract amendment	5.00	\$ 64.30	\$ 180.04	\$ 900.
Terry Maher	2/1/2017	4705 Bellview Landscaping, 5324 Pine Tree issues, 5323 Pine Driveway, Alder @ Holly Pothole, Rebuild Bellaire Material Testing Contract Amendment, RB 5A Closeout process, Alder @ Pine Waterline Adjustment, 5400 Pine Tree issue, Glenmont Sig	7.00	\$ 64.30	\$ 180.04	\$ 1,260.
Terry Maher	2/1/2017	524 S Second Pavement Repair-RFP to Reytec	8.00	\$ 64.30	\$ 180.04	\$ 1,440.
Terry Maher	2/2/2017	5319 Valerie Driveway, 4705 Bellview Driveway, 5335 Braeburn ROW verification	1.00	\$ 64.30	\$ 180.04	\$ 180.
Carolina Molfetta	1/9/2017	Checked form elevations for Adler	2.00	\$ 64.30	\$ 180.04	\$ 360.
Ryan Nokelby	1/3/2017	Phase 5A As-Builts	1.00	\$ 33.11	\$ 92.71	\$ 92.
Ryan Nokelby	1/4/2017	Preparation of Progress Meeting Agenda	2.00	\$ 33.94	\$ 95.03	\$ 190.
Ryan Nokelby	1/9/2017	5319 Valerie water leak	1.00	\$ 33.94	\$ 95.03	\$ 95.
Ryan Nokelby	1/13/2017	Processing RB5B Pay Estimate No. 9	2.00	\$ 33.94	\$ 95.03	\$ 190.
Ryan Nokelby	1/16/2017	Meeting with Charles L. to discuss quantity revisions & additions to Daily Reports	2.00	\$ 33.94	\$ 95.03	\$ 190.
Ryan Nokelby	1/16/2017	Revising Pay Estimate & Daily Reports	1.50	\$ 33.94	\$ 95.03	\$ 142.
Ryan Nokelby	1/17/2017	Reviewing CenterPoint Street Light Damage Claims	2.50	\$ 33.94	\$ 95.03	\$ 237.
Ryan Nokelby	1/17/2017	Creating Correspondence Log for 5319 Valerie	0.50	\$ 33.94	\$ 95.03	\$ 47.
Ryan Nokelby	1/17/2017	Creating Correspondence Log for 5319 Valerie	0.50	\$ 33.94	\$ 95.03	\$ 47.
Ryan Nokelby	1/18/2017	Creating & Revising Progress Meeting Agenda	1.50	\$ 33.94	\$ 95.03	\$ 142.
Ryan Nokelby	1/19/2017	Attending Construction Progress Meeting	1.50	\$ 33.94	\$ 95.03	\$ 142.
Ryan Nokelby	1/24/2017	Correspondence with Terry M. & Contractor on two water line conflicts on Ferris	1.00	\$ 33.94	\$ 95.03	\$ 95.
Ryan Nokelby	1/25/2017	Correspondence with CenterPoint on Gas Line Conflict on Ferris	1.00	\$ 33.94	\$ 95.03	\$ 95.
Ryan Nokelby	2/1/2017	Continuing Phase 5A Closeout Document Preparation	1.50	\$ 33.94	\$ 95.03	\$ 142.
Ryan Nokelby	2/3/2017	Phase 5A As-Builts	4.00	\$ 33.94	\$ 95.03	\$ 380.
Rebecca Stiles	1/17/2017	Scanning Contractor As-Builts into PDF's, combining, reducing file size, filing into PW.	2.50	\$ 19.32	\$ 54.10	\$ 135.

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ATTACHMENT "E-1"
Additional Construction Administration Services

<u>Name</u>	<u>Date</u>	<u>Task</u>	<u>Hours</u>	<u>Raw Rate</u>	<u>Raw Rate</u> <u>* 2.8</u>	<u>Total</u>
Rebecca Stiles	1/23/2017	Printing/Prepping Pay Estimate No. 9 for PM signature.	0.50	\$ 19.32	\$ 54.10	\$ 27.1
Rebecca Stiles	1/24/2017	Searching for/sending to Terry Type BB inlet submittals.	0.50	\$ 19.32	\$ 54.10	\$ 27.1
Rebecca Stiles	1/26/2017	Creating Pay Estimate No. 10 spreadsheet, inserting in Daily Report quantities to current report received from Charles.	1.00	\$ 19.32	\$ 54.10	\$ 54.1
Rebecca Stiles	2/1/2017	Bellaire Action Items Meeting: Broussard, Claunch, Maher, Stiles 9am-11:30am. Build Feb. Pay Estimate Daily Reports. Sent to HDR Staff (Lindberg)	3.00	\$ 19.32	\$ 54.10	\$ 162.1
5A/5B February 2017						
Scott Fuller	2/13/2017	As-Built redlines	6.50	\$ 38.87	\$ 108.84	\$ 707.1
Scott Fuller	2/14/2017	As-Built redlines	5.00	\$ 38.87	\$ 108.84	\$ 544.1
Scott Fuller	2/16/2017	As-Built redlines	6.00	\$ 38.87	\$ 108.84	\$ 653.1
Scott Fuller	2/17/2017	As-Built redlines	6.00	\$ 38.87	\$ 108.84	\$ 653.1
Scott Fuller	2/20/2017	As-Built	8.00	\$ 38.87	\$ 108.84	\$ 870.1
Scott Fuller	2/27/2017	As-Built	4.00	\$ 38.87	\$ 108.84	\$ 435.1
Scott Fuller	2/28/2017	As-Built	2.00	\$ 38.87	\$ 108.84	\$ 217.1
Terry Maher	2/6/2017	Material Testing funds amendment, Impacted waterline on Ferris at Willow, Construction issues (driveways, conflicts and schedule) issues on Alder, Correcting Hydrant threads	8.00	\$ 64.30	\$ 180.04	\$ 1,440.1
Terry Maher	2/7/2017	1202 Howard - Oil on sidewalk, 5402 Braeburn - Sprinkles and drain line, Alder right of way research, Ferris waterline relocations	4.00	\$ 64.30	\$ 180.04	\$ 720.1
Terry Maher	2/8/2017	Alder right of way research, 110 Howard driveway issues, 1224 Howard - Sprinkler and sod issues, Ferris waterline relocations	2.00	\$ 64.30	\$ 180.04	\$ 360.1
Terry Maher	2/17/2017	Waterline on Alder in conflict with subgrade, Waterline leak on Ferris, Coordination with Contractor regarding Working Saturday	4.00	\$ 64.30	\$ 180.04	\$ 720.1
Terry Maher	2/20/2017	Pay Estimate Review,	2.00	\$ 64.30	\$ 180.04	\$ 360.1
Terry Maher	2/21/2017	Supplier Claim coordination, Scheduling and change order coordination	3.00	\$ 64.30	\$ 180.04	\$ 540.1
Terry Maher	2/22/2017	Driveway issues at 5324 Pine and Scheduling issues for 5403 Pine	3.00	\$ 64.30	\$ 180.04	\$ 540.1
Terry Maher	2/23/2017	Communicate with resident 5403 Pine, Preparation and attend progress meeting, Coordination of Contract closeout for 5A,	2.50	\$ 64.30	\$ 180.04	\$ 450.1
Terry Maher	2/24/2017	Close out work on 5A, CenterPoint claims research on 5A & 5B	3.00	\$ 64.30	\$ 180.04	\$ 540.1
Terry Maher	2/27/2017	12" Waterline Adjustment coordination on Alder	1.50	\$ 64.30	\$ 180.04	\$ 270.1
Terry Maher	2/28/2017		3.00	\$ 64.30	\$ 180.04	\$ 540.1
Terry Maher	3/1/2017		6.00	\$ 64.30	\$ 180.04	\$ 1,080.1
Terry Maher	3/3/2017		1.00	\$ 64.30	\$ 180.04	\$ 180.1
Carolina Molfetta	2/15/2017	Checked form elevations for ferris and adler	1.00	\$ 33.11	\$ 92.71	\$ 92.1

Attachment: Rebuild Bellaire 5A and 5B Engineering Amendment #3_Proposal (2321 : HDR Contract

ATTACHMENT "E-1"
Additional Construction Administration Services

<u>Name</u>	<u>Date</u>	<u>Task</u>	<u>Hours</u>	<u>Raw Rate</u>	<u>Raw Rate</u> <u>* 2.8</u>	<u>Total</u>
Carolina Molfetta	2/28/2017	checked form elevation grades for Ferris and Adler	1.00	\$ 33.11	\$ 92.71	\$ 92.71
Ryan Nokelby	2/6/2017	Coordinating with CPE on Gas Line Conflicts on Alder & Ferris	1.00	\$ 33.94	\$ 95.03	\$ 95.03
Ryan Nokelby	2/9/2017	Processing RB5B Pay Estimate No. 10	4.00	\$ 33.94	\$ 95.03	\$ 380.12
Ryan Nokelby	2/13/2017	Meeting with Charles L. to discuss quantity clarifications on daily reports	1.00	\$ 33.94	\$ 95.03	\$ 95.03
Ryan Nokelby	2/15/2017	Revising Pay Estimate based on Contractor correspondence and daily report corrections	2.00	\$ 33.94	\$ 95.03	\$ 190.06
Ryan Nokelby	2/16/2017	Correspondence with Contractor on storm sewer progress south of Valerie on Alder	1.00	\$ 33.94	\$ 95.03	\$ 95.03
Ryan Nokelby	2/17/2017	Site Visit to look at potential water line issues on Alder	2.00	\$ 33.94	\$ 95.03	\$ 190.06
Ryan Nokelby	2/17/2017	Meeting with Scott F. to review as-builts	2.00	\$ 33.94	\$ 95.03	\$ 190.06
Ryan Nokelby	2/20/2017	Updating Construction Set with recent daily reports	1.00	\$ 33.94	\$ 95.03	\$ 95.03
Ryan Nokelby	2/22/2017	Creation of Progress Meeting Agenda & Sign-In Sheet	1.00	\$ 33.94	\$ 95.03	\$ 95.03
Ryan Nokelby	2/23/2017	Correspondence with 5B Contractor on checks written to CPE for street light repair	0.50	\$ 33.94	\$ 95.03	\$ 47.51
Ryan Nokelby	2/23/2017	Backchecking 5A As-built PDFs	2.00	\$ 33.94	\$ 95.03	\$ 190.06
Ryan Nokelby	2/24/2017	Compiling CenterPoint Claims Information into one email to send to CPE for Phase 5A & 5B	2.00	\$ 33.94	\$ 95.03	\$ 190.06
Ryan Nokelby	2/27/2017	Finalizing RB5A Final Pay Estimate #20 (2 hrs)	2.00	\$ 33.94	\$ 95.03	\$ 190.06
Ryan Nokelby	3/2/2017	RB5A Closeout Documents, including Final CO & emailing Contractor necessary documents	4.00	\$ 33.94	\$ 95.03	\$ 380.12
Ryan Nokelby	3/3/2017	Finalizing RB5A Record Drawings (2 hrs)	2.00	\$ 33.94	\$ 95.03	\$ 190.06
Rebecca Stiles	2/6/2017	Begin 2-1-17 Meeting Notes.	0.50	\$ 19.32	\$ 54.10	\$ 27.55
Rebecca Stiles	2/8/2017	Complete Meeting Notes, Gave to Terry for processing and review	1.00	\$ 19.32	\$ 54.10	\$ 54.10
Rebecca Stiles	2/23/2017	Build and send out March Electronic Daily Reports	0.75	\$ 19.32	\$ 54.10	\$ 40.58
Rebecca Stiles	2/24/2017	Typing Meeting Minutes per T.M. of Feb 23rd, 2017 Progress Meeting	0.75	\$ 19.32	\$ 54.10	\$ 40.58
Rebecca Stiles	2/27/2017	Build next pay estimate, input daily reports.	0.50	\$ 19.32	\$ 54.10	\$ 27.55
Rebecca Stiles	2/28/2017	Internal meeting: Ryan, Charles, Terry; went over meeting notes from 2-1-17 meeting; updating status of 5a Closeout and 5b.	1.00	\$ 19.32	\$ 54.10	\$ 54.10
Rebecca Stiles	3/3/2017	Input daily reports; Searched for "Additional Services" in document provided by Ryan Nokelby	0.50	\$ 19.32	\$ 54.10	\$ 27.55
February, 2017 Reproduction:						\$ 163.11
5A/5B March 2017						
Terry Maher	3/7/2017	Submittal Review, RB5A Closeout docs, Payment of Claims between CenterPoint and TCL, 6910 Ferris	2.00	\$ 64.30	\$ 180.04	\$ 360.08
Terry Maher	3/8/2017	6910 Ferris Street Parking and Solid Waste Pickup, Alder Waterline				

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Additional Construction Administration Services

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		Adjustment	3.00	\$ 64.30	\$ 180.04	\$ 540.
Terry Maher	3/9/2017	Sprinkler System Restoration 5601 Newcastle, Brick Paver and Irrigation repairs 4705 Bellview, RB5A Closeout Document coordination	3.00	\$ 64.30	\$ 180.04	\$ 540.
Terry Maher	3/10/2017	Brick Paver and Irrigation repairs 4705 Bellview, RB5A Closeout Document coordination	2.00	\$ 64.30	\$ 180.04	\$ 360.
Terry Maher	3/13/2017	12" waterline conflict on Alder	1.00	\$ 64.30	\$ 180.04	\$ 180.
Terry Maher	3/14/2017	12" waterline conflict on Alder	1.00	\$ 64.30	\$ 180.04	\$ 180.
Terry Maher	3/16/2017	Construction progress meeting and site visit.	2.50	\$ 64.30	\$ 180.04	\$ 450.
Terry Maher	3/20/2017	Parking concerns on Ferris	1.00	\$ 64.30	\$ 180.04	\$ 180.
Terry Maher	3/21/2017	6908 Ferris slope and drainage concerns, 5402 Braeburn driveway, sprinkler, sod, shrubs in ROW and construction schedule concerns. Fire hydrant thread standards research, Payment Application No 11	3.00	\$ 64.30	\$ 180.04	\$ 540.
Terry Maher	3/22/2017	5A Contract closeout	2.00	\$ 64.30	\$ 180.04	\$ 360.
Terry Maher	3/23/2017	5A Contract closeout, Contractor's form survey review,	3.00	\$ 64.30	\$ 180.04	\$ 540.
Terry Maher	3/27/2017	Construction timeline on Alder Braeburn to Evergreen.	1.00	\$ 64.30	\$ 180.04	\$ 180.
Terry Maher	3/28/2017	Driveway, sidewalk and tree issues 5303 Ferris, Alder 12" Waterline and cement stabilized sand change order .	3.00	\$ 64.30	\$ 180.04	\$ 540.
Terry Maher	3/29/2017	Payment Application No. 11 RB5B,	1.00	\$ 64.30	\$ 180.04	\$ 180.
Terry Maher	3/30/2017	Hydrant nozzle thread replacement, Driveway, sidewalk and tree issues 5303 Ferris	1.00	\$ 64.30	\$ 180.04	\$ 180.
Terry Maher	3/31/2017	Driveway, sidewalk tree, and drain line issues 5303 Ferris, Hydrant nozzle thread replacement	1.00	\$ 64.30	\$ 180.04	\$ 180.
Ryan Nokelby	3/7/2017	5B Water Line Relocate Pricing & Alternatives on Alder	2.00	\$ 33.94	\$ 95.03	\$ 190.
Ryan Nokelby	3/8/2017	Updating 5B Construction Set with Daily Reports	2.00	\$ 33.94	\$ 95.03	\$ 190.
Ryan Nokelby	3/9/2017	Finalizing RB5A Closeout Documents, Final CO, Final Pay Estimate	4.00	\$ 33.94	\$ 95.03	\$ 380.
Ryan Nokelby	3/13/2017	Review of Contractor's CPE invoices for street light repair	1.00	\$ 33.94	\$ 95.03	\$ 95.
Ryan Nokelby	3/14/2017	Meeting with Charles L. to discuss quantity issues with Contractor on daily reports	2.00	\$ 33.94	\$ 95.03	\$ 190.
Ryan Nokelby	3/15/2017	Processing RB5B Pay Estimate No. 11	4.00	\$ 33.94	\$ 95.03	\$ 380.
Ryan Nokelby	3/16/2017	Preparation of Progress Meeting Agenda	1.00	\$ 33.94	\$ 95.03	\$ 95.
Ryan Nokelby	3/20/2017	Working on RB5B Change Order No. 1	2.00	\$ 33.94	\$ 95.03	\$ 190.
		Fire Hydrant Nozzle Threads with Contractor	2.00	\$ 33.94	\$ 95.03	\$ 190.
		Meeting with Charles L. on daily reports	2.00	\$ 33.94	\$ 95.03	\$ 190.
Ryan Nokelby	3/21/2017	Follow-Up on RB5B PE #10 & Finalizing RB5B PE #11 (2 hrs)	2.00	\$ 33.94	\$ 95.03	\$ 190.
Ryan Nokelby	3/28/2017	Review of March Daily Reports for Qty Discrepancies, Updating Construction Plan Set	4.00	\$ 33.94	\$ 95.03	\$ 380.

Attachment: Rebuild Bellaire 5A and 5B Engineering Amendment #3_Proposal (2321 : HDR Contract

ATTACHMENT "E-1"
Additional Construction Administration Services

<u>Name</u>	<u>Date</u>	<u>Task</u>	<u>Hours</u>	<u>Raw Rate</u>	<u>Raw Rate</u> <u>* 2.8</u>	<u>Total</u>
Ryan Nokelby	3/29/2017	RB5B Change Order #1 (2 hrs)	2.00	\$ 33.94	\$ 95.03	\$ 190.00
Ryan Nokelby	3/31/2017	5A & 5B Fire Hydrant Nozzle Thread Schedule Update with Contractors, Finalizing RB5B Change Order #1	2.00	\$ 33.94	\$ 95.03	\$ 190.00
Rebecca Stiles	3/7/2017	Review submittal for joint sealant.	0.25	\$ 19.32	\$ 54.10	\$ 13.25
Rebecca Stiles	3/8/2017	Updating Pay Estimate with current daily reports.	0.50	\$ 19.32	\$ 54.10	\$ 27.50
Rebecca Stiles	3/9/2017	Finalizing final CO, final pay estimate, building contract closeout packet	2.00	\$ 19.32	\$ 54.10	\$ 108.00
Rebecca Stiles	3/24/2017	Preparing Pay Estimate No. 12	0.50	\$ 19.32	\$ 54.10	\$ 27.50
Rebecca Stiles	3/28/2017	Internal Meeting to discuss progress	1.00	\$ 19.32	\$ 54.10	\$ 54.00
Rebecca Stiles	3/29/2017	Entering daily reports into March pay est.	0.50	\$ 19.32	\$ 54.10	\$ 27.50
March Reproduction						\$ 19.00
5B April 2017						
Aaron Croley	4/26/2017	Checked grades	1.00	\$ 28.23	\$ 79.04	\$ 79.00
Denise Maher	4/3/2017	CADD - Prepared new set of construction plans	2.00	\$ 38.28	\$ 107.18	\$ 214.00
Terry Maher	4/3/2017	5402 Braeburn, resident flat tire, Alder form survey review, Change Order No. 1 RB5B	3.00	\$ 64.30	\$ 180.04	\$ 540.00
Terry Maher	4/4/2017	12 waterline leak od Alder, 18" backlot storm sewer on Alder between Holly an Maple.	2.00	\$ 64.30	\$ 180.04	\$ 360.00
Terry Maher	4/5/2017	RB5 hydrant threads replacement, 1110 Howard driveway replacement, Rebuild 5A closeout documents	3.00	\$ 64.30	\$ 180.04	\$ 540.00
Carolina Molfetta	4/3/2017	Checked grades for Alder St	0.50	\$ 33.12	\$ 92.74	\$ 46.00
Carolina Molfetta	4/7/2017	Checked grades for Alder St	0.50	\$ 33.12	\$ 92.74	\$ 46.00
Ryan Nokelby	4/3/2017	RB5B Change Order #1	2.00	\$ 33.94	\$ 95.03	\$ 190.00
Ryan Nokelby	4/4/2017	Redline Design on Alder for A-Inlet & 18" RCP	2.00	\$ 33.94	\$ 95.03	\$ 190.00
Ryan Nokelby	4/5/2017	Review Contractor Manhole Submittals for Ferris	1.00	\$ 33.94	\$ 95.03	\$ 95.00
Ryan Nokelby	4/5/2017	Update on Fire Hydrant List	0.50	\$ 33.94	\$ 95.03	\$ 47.50
Ryan Nokelby	4/5/2017	1110 Howard Driveway Contract	0.50	\$ 33.94	\$ 95.03	\$ 47.50
Ryan Nokelby	4/10/2017	Follow-Up on Revised RB5A Maintenance Bond	1.00	\$ 33.94	\$ 95.03	\$ 95.00
		Meeting with Charles Lindberg on Daily Reports and Project Progress	1.00	\$ 33.94	\$ 95.03	\$ 95.00
Ryan Nokelby	4/11/2017	Review of Contractor's Quantities and Discrepancies	2.00	\$ 33.94	\$ 95.03	\$ 190.00
Ryan Nokelby	4/12/2017	4508 Merrie Yard Drains	0.50	\$ 33.94	\$ 95.03	\$ 47.50
Ryan Nokelby	4/12/2017	5402 Braeburn Vehicle Blocking DW	0.50	\$ 33.94	\$ 95.03	\$ 47.50
Ryan Nokelby	4/12/2017	Correspondence with Contractors on Fire Hydrant Nozzle Thread Replacements	1.00	\$ 33.94	\$ 95.03	\$ 95.00
Ryan Nokelby	4/24/2017	Correspondence with Contractor & Inspector on quantity discrepancies, updating construction set with daily reports	3.00	\$ 33.94	\$ 95.03	\$ 285.00

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Ryan Nokelby	4/25/2017	Processing Pay Estimate No. 12	2.00	\$ 33.94	\$ 95.03	\$ 190.1
Ryan Nokelby	4/26/2017	Preparing Progress Meeting Agenda	1.00	\$ 33.94	\$ 95.03	\$ 95.1
Ryan Nokelby	4/27/2017	RB5B Progress Meeting No. 18	1.00	\$ 33.94	\$ 95.03	\$ 95.1
Ryan Nokelby	4/28/2017	Correspondence on replacing stm manhole on Ferris at Linden	1.00	\$ 33.94	\$ 95.03	\$ 95.1
John Peterson	4/21/2017	Resident complaint at 809 Carol. Site Visit. Talk to Family. Receive call from homeowner and talk to her on the phone, and report all activities to the City Engineer	3.00	\$ 70.85	\$ 198.38	\$ 595.1
Rebecca Stiles	4/17/2017	Pay Estimate updating.				
Rebecca Stiles	4/28/2017	Build May Electronic Daily Reports Spreadsheet Create Pay Estimate for April, entered in Daily Reports thru April 16. - Gave questions to Ryan	1.00	\$ 19.32	\$ 54.10	\$ 54.1
			1.50	\$ 19.32	\$ 54.10	\$ 81.1
Reproduction for April						\$ 10.1
5B May 2017						
Aaron Croley	5/3/2017	Alder checked grades	0.75	\$ 28.23	\$ 79.04	\$ 59.1
Carolina Molfetta	5/4/2017	Checked grades for Alder St	1.00	\$ 33.12	\$ 92.74	\$ 92.1
Carolina Molfetta	5/11/2017	Checked grades for Alder St	1.00	\$ 33.12	\$ 92.74	\$ 92.1
Ryan Nokelby	5/1/2017	Updating Construction Set with Daily Reports	2.00	\$ 33.94	\$ 95.03	\$ 190.1
Ryan Nokelby	5/2/2017	Additional A-Inlet on Ferris	1.00	\$ 33.94	\$ 95.03	\$ 95.1
Ryan Nokelby	5/2/2017	Relocation of Sidewalk on Alder from Maple to Holly	1.00	\$ 33.94	\$ 95.03	\$ 95.1
Ryan Nokelby	5/4/2017	Discussions with Charles L. on existing storm manhole on Ferris	0.50	\$ 33.94	\$ 95.03	\$ 47.1
Ryan Nokelby	5/4/2017	Review of latest daily reports for discrepancies	1.00	\$ 33.94	\$ 95.03	\$ 95.1
Ryan Nokelby	5/8/2017	Progress Meeting Minutes No. 18	1.00	\$ 33.94	\$ 95.03	\$ 95.1
Ryan Nokelby	5/9/2017	Researching Email Information for 4918 Bellview	2.00	\$ 33.94	\$ 95.03	\$ 190.1
Ryan Nokelby	5/10/2017	Phone Calls, Emails, Meetings concerning RB5B Street Signage Issue	2.50	\$ 33.94	\$ 95.03	\$ 237.1
Ryan Nokelby	5/11/2017	Update to Contractor on Status of Street Signage	0.50	\$ 33.94	\$ 95.03	\$ 47.1
Ryan Nokelby	5/11/2017	Phone Calls, Emails, Meetings concerning 4619 Beech sprinkler issue	1.50	\$ 33.94	\$ 95.03	\$ 142.1
Ryan Nokelby	5/12/2017	5322 Maple Driveway Access Concern	2.00	\$ 33.94	\$ 95.03	\$ 190.1
Ryan Nokelby	5/16/2017	Correspondence with City on executed change order and project status	0.50	\$ 33.94	\$ 95.03	\$ 47.1
Ryan Nokelby	5/16/2017	Correspondence with Contractor on pay estimate quantities	0.50	\$ 33.94	\$ 95.03	\$ 47.1
Ryan Nokelby	5/18/2017	Update on street signs	0.50	\$ 33.94	\$ 95.03	\$ 47.1
Ryan Nokelby	5/18/2017	5556 Aspen Tree Removal	0.50	\$ 33.94	\$ 95.03	\$ 47.1
Ryan Nokelby	5/18/2017	Review & Filing of Material Testing Reports	1.00	\$ 33.94	\$ 95.03	\$ 95.1
Ryan Nokelby	5/19/2017	809 Carol	1.00	\$ 33.94	\$ 95.03	\$ 95.1
Ryan Nokelby	5/19/2017	5556 Aspen Tree Removal	0.50	\$ 33.94	\$ 95.03	\$ 47.1
Ryan Nokelby	5/19/2017	Review and updating construction set with daily reports	2.50	\$ 33.94	\$ 95.03	\$ 237.1
Ryan Nokelby	5/22/2017	Processing RB5B Pay Estimate No. 13	4.00	\$ 33.94	\$ 95.03	\$ 380.1

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Ryan Nokelby	5/24/2017	Correspondence with Contractor on pay estimate discrepancy, revising pay estimate	0.50	\$ 33.94	\$ 95.03	\$ 47.
Ryan Nokelby	5/25/2017	RB5B Progress Meeting	1.00	\$ 33.94	\$ 95.03	\$ 95.
Rebecca Stiles	5/5/2017	Updating Pay Est. with April Daily Reports.	0.50	\$ 19.32	\$ 54.10	\$ 27.
Rebecca Stiles	5/8/2017	Updating Pay Estimate with Daily Reports from Charles L.	0.25	\$ 19.32	\$ 54.10	\$ 13.
May Reproduction						\$ 6.
5B June 2017						
Ryan Nokelby	6/1/2017	Before & After Pictures for Phase 5A	2.50	\$ 33.94	\$ 95.03	\$ 237.
Ryan Nokelby	6/1/2017	5570 Aspen Drainage Issue	0.50	\$ 33.94	\$ 95.03	\$ 47.
Ryan Nokelby	6/2/2017	Research of Alder Block Numbers	2.00	\$ 33.94	\$ 95.03	\$ 190.
Ryan Nokelby	6/6/2017	1103-1104 Howard Sidewalk	1.00	\$ 33.94	\$ 95.03	\$ 95.
Ryan Nokelby	6/6/2017	5400 Holly/5325 Valerie Sprinklers	1.00	\$ 33.94	\$ 95.03	\$ 95.
Ryan Nokelby	6/7/2017	1014 Howard & Nancy/Newcastle Sprinklers	1.00	\$ 33.94	\$ 95.03	\$ 95.
Ryan Nokelby	6/7/2017	5570, 5566 & 5564 Aspen Backyard Drains	1.00	\$ 33.94	\$ 95.03	\$ 95.
Ryan Nokelby	6/9/2017	Review of Pay Estimate Discrepancies	1.00	\$ 33.94	\$ 95.03	\$ 95.
Ryan Nokelby	6/9/2017	1104 Howard Sidewalk	1.00	\$ 33.94	\$ 95.03	\$ 95.
Ryan Nokelby	6/13/2017	Correspondence with Cristin on April Invoice Revisions, RB5A City Acceptance Letter, & Email Package to TCL	2.00	\$ 33.94	\$ 95.03	\$ 190.
Ryan Nokelby	6/14/2017	5322 Maple Follow-Up	0.50	\$ 33.94	\$ 95.03	\$ 47.
Ryan Nokelby	6/14/2017	Correspondence with Reytec on Sprinkler Schedule	0.50	\$ 33.94	\$ 95.03	\$ 47.
Ryan Nokelby	6/14/2017	Meeting with Charles L. on Remaining Quantities & Contractor Discrepancies	1.00	\$ 33.94	\$ 95.03	\$ 95.
Ryan Nokelby	6/16/2017	5B Project Update to Cristin	0.50	\$ 33.94	\$ 95.03	\$ 47.
Ryan Nokelby	6/16/2017	Email on Howard Street Signs with Pictures	0.50	\$ 33.94	\$ 95.03	\$ 47.
Ryan Nokelby	6/16/2017	809 Carol Follow-Up	0.50	\$ 33.94	\$ 95.03	\$ 47.
Ryan Nokelby	6/16/2017	Updating Construction Set with Daily Reports	0.50	\$ 33.94	\$ 95.03	\$ 47.
Ryan Nokelby	6/21/2017	Review of Lien Notice & Email to Contractor	1.00	\$ 33.94	\$ 95.03	\$ 95.
Ryan Nokelby	6/21/2017	Coordinating with Charles L. on RB5B Preliminary Punch List Items	1.00	\$ 33.94	\$ 95.03	\$ 95.
Ryan Nokelby	6/22/2017	Processing Pay Estimate No. 14	4.00	\$ 33.94	\$ 95.03	\$ 380.
Ryan Nokelby	6/28/2017	809 Carol Mortar & Pictures Email	1.00	\$ 35.00	\$ 98.00	\$ 98.
Ryan Nokelby	6/28/2017	Scheduling Final Walkthrough	0.50	\$ 35.00	\$ 98.00	\$ 49.
Ryan Nokelby	6/28/2017	Meeting with Charles L. on Punch List	0.50	\$ 35.00	\$ 98.00	\$ 49.
Rebecca Stiles	6/5/2017		0.50	\$ 19.32	\$ 54.10	\$ 27.
Rebecca Stiles	5/23/2017	Building Pay Est. No. 15 and entering daily reports.	0.50	\$ 19.32	\$ 54.10	\$ 27.
June Reproduction						\$ 2.

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<u>Name</u>	<u>Date</u>	<u>Task</u>	<u>Hours</u>	<u>Raw Rate</u>	Raw Rate * 2.8	<u>Total</u>
5B July 2017						
Steve Arnold	7/26/2017	Review and sign daily reports	4.00	\$ 50.17	\$ 140.48	\$ 561.12
Steve Arnold	7/27/2017	Review and sign daily reports	2.00	\$ 50.17	\$ 140.48	\$ 280.96
Ryan Nokelby	7/5/2017	Preparation of RB5B Final Closeout Documents (2 hrs)	2.00	\$ 35.00	\$ 98.00	\$ 196.00
Ryan Nokelby	7/6/2017	Correspondence with Contractor on remaining items, schedule of as-builts, final walkthrough	0.50	\$ 35.00	\$ 98.00	\$ 49.00
Ryan Nokelby	7/6/2017	Meeting with Charles L. on punch list update, daily reports, and final quantities	0.50	\$ 35.00	\$ 98.00	\$ 49.00
Ryan Nokelby	7/6/2017	Review of pay item quantity discrepancies	1.00	\$ 35.00	\$ 98.00	\$ 98.00
Ryan Nokelby	7/7/2017	Preparation of Final Walkthrough Punch List	2.00	\$ 35.00	\$ 98.00	\$ 196.00
Ryan Nokelby	7/10/2017	RB5B Final Walkthrough	4.00	\$ 35.00	\$ 98.00	\$ 392.00
Ryan Nokelby	7/11/2017	RB5B Punch List	1.50	\$ 35.00	\$ 98.00	\$ 147.00
Ryan Nokelby	7/12/2017	RB5B Punch List and sending to Contractor	2.00	\$ 35.00	\$ 98.00	\$ 196.00
Ryan Nokelby	7/19/2017	After Project Action Report Agenda & Sign-In Sheet	1.00	\$ 35.00	\$ 98.00	\$ 98.00
Ryan Nokelby	7/19/2017	Meeting with Charles L. on items for action report mtg	1.00	\$ 35.00	\$ 98.00	\$ 98.00
Ryan Nokelby	7/20/2017	After Project Action Report Meeting with City and Contractor	1.00	\$ 35.00	\$ 98.00	\$ 98.00
Ryan Nokelby	7/20/2017	Site Visit to Howard with Contractor to review potential ponding locations	1.00	\$ 35.00	\$ 98.00	\$ 98.00
Ryan Nokelby	7/21/2017	Typing up recommendations from action report meeting	1.00	\$ 35.00	\$ 98.00	\$ 98.00
Ryan Nokelby	7/21/2017	Updating June Pay Estimate & Correspondence with Contractor on discrepancies	1.00	\$ 35.00	\$ 98.00	\$ 98.00
Ryan Nokelby	7/25/2017	RB5B Pay Estimate No. 15	4.00	\$ 35.00	\$ 98.00	\$ 392.00
Ryan Nokelby	7/27/2017	RB5B Closeout	2.00	\$ 35.00	\$ 98.00	\$ 196.00
John Peterson	7/10/2017	RB5B Final Walkthrough	5.00	\$ 74.00	\$ 207.20	\$ 1,036.00
John Peterson	7/17/2017	Punch list items	0.50	\$ 74.00	\$ 207.20	\$ 103.60
John Peterson	7/18/2017	Punch list items	0.50	\$ 74.00	\$ 207.20	\$ 103.60
John Peterson	7/19/2017	Meeting with Charles L. on items for action report mtg	0.50	\$ 74.00	\$ 207.20	\$ 103.60
John Peterson	7/20/2017	After Project Action Report Meeting with City and Contractor	0.50	\$ 74.00	\$ 207.20	\$ 103.60
John Peterson	7/21/2017	Meeting with Ryan on recommendations from action report meeting	0.50	\$ 74.00	\$ 207.20	\$ 103.60
John Peterson	7/27/2017	RB5B Closeout	1.00	\$ 74.00	\$ 207.20	\$ 207.20
Subcontractor: Yellowstone: \$200.00 + 10%						\$ 220.00
5B August 2017						
Kim Betts	8/7/2017	Closing project	0.50	\$ 58.69	\$ 164.33	\$ 82.35
Ryan Nokelby	8/1/2017	RB5B: Finalizing Pay Estimate No. 15	2.00	\$ 35.00	\$ 98.00	\$ 196.00
Ryan Nokelby	8/2/2017	RB5B: Closeout Documents	2.00	\$ 35.00	\$ 98.00	\$ 196.00
Ryan Nokelby	8/3/2017	RB5B: Closeout Documents	2.00	\$ 35.00	\$ 98.00	\$ 196.00
Ryan Nokelby	8/7/2017	Preparing Pay Estimate No. 15 Package to City, review of construction funds				

Attachment: Rebuild Bellaire 5A and 5B Engineering Amendment #3_Proposal (2321 : HDR Contract

ATTACHMENT "E-1"
Additional Construction Administration Services

<u>Name</u>	<u>Date</u>	<u>Task</u>	<u>Hours</u>	<u>Raw Rate</u>	Raw Rate		<u>Total</u>
					<u>* 2.8</u>		
		remaining after retainage, and continuing closeout documents	2.00	\$ 35.00	\$ 98.00	\$	196.00
Ryan Nokelby	8/8/2017	Field Visit to Howard with City to review ponding areas	1.50	\$ 35.00	\$ 98.00	\$	147.00
Ryan Nokelby	8/11/2017	Review of Contractor As-Builts	2.00	\$ 35.00	\$ 98.00	\$	196.00
Ryan Nokelby	8/16/2017	Phone Conference with City on Pocahontas, Howard, & As-Builts	0.50	\$ 35.00	\$ 98.00	\$	49.00
Ryan Nokelby	8/16/2017	5112 Pocahontas Tree Issue	0.50	\$ 35.00	\$ 98.00	\$	49.00
Ryan Nokelby	8/16/2017	Pictures of Areas in Bellaire where curb and gutter replaced on new streets	1.00	\$ 35.00	\$ 98.00	\$	98.00
Ryan Nokelby	8/17/2017	5112 Pocahontas Tree Issue	1.00	\$ 35.00	\$ 98.00	\$	98.00
Ryan Nokelby	8/17/2017	Howard Ponding Issues and Solutions	1.00	\$ 35.00	\$ 98.00	\$	98.00
Ryan Nokelby	8/18/2017	5B As-Builts	2.00	\$ 35.00	\$ 98.00	\$	196.00
Ryan Nokelby	8/21/2017	Coordination on 5B TDLR Walkthrough	1.00	\$ 35.00	\$ 98.00	\$	98.00
Ryan Nokelby	8/23/2017	Coordination on 1119 Mulberry Issues	1.00	\$ 35.00	\$ 98.00	\$	98.00
John Peterson	8/8/2017	Walk through with the City and Talk to them about how to address Issues of standing water	2.50	\$ 74.00	\$207.20	\$	518.00
John Peterson	8/15/2017	Review submitted information on gutter line elevations, call the City and talk to them about the submitted information, and compose email to the City of issue and possible solutions	3.50	\$ 74.00	\$207.20	\$	725.00
John Peterson	8/21/2017	Coordination on 5B TDLR Walkthrough	1.00	\$ 74.00	\$207.20	\$	207.20
John Peterson	8/22/2017	Coordination on 1119 Mulberry Issues	2.00	\$ 74.00	\$207.20	\$	414.40
5B September 2017							
Raya Carr	9/8/2017	5B As built	1.75	\$ 20.00	\$ 56.00	\$	98.00
Raya Carr	9/12/2017	As Builts	4.50	\$ 20.00	\$ 56.00	\$	252.00
Raya Carr	9/13/2017	As Builts	6.00	\$ 20.00	\$ 56.00	\$	336.00
Raya Carr	9/14/2017	As Builts	7.50	\$ 20.00	\$ 56.00	\$	420.00
Raya Carr	9/15/2017	As Builts	8.50	\$ 20.00	\$ 56.00	\$	476.00
Raya Carr	9/18/2017	As built	7.00	\$ 20.00	\$ 56.00	\$	392.00
Raya Carr	9/19/2017	As built	1.75	\$ 20.00	\$ 56.00	\$	98.00
Joyal Kaku	9/5/2017	extend end date	0.25	\$ 28.00	\$ 78.40	\$	19.60
Joyal Kaku	9/28/2017	update PPCs in EBS	0.25	\$ 28.00	\$ 78.40	\$	19.60
Ryan Nokelby	9/6/2017	5B Close-Out	1.00	\$ 35.00	\$ 98.00	\$	98.00
Ryan Nokelby	9/7/2017	Updating 5B Punch List with completed items and email to Contractor	1.00	\$ 35.00	\$ 98.00	\$	98.00
Ryan Nokelby	9/11/2017	Follow-Up on Contractor Punch List Completion	0.50	\$ 35.00	\$ 98.00	\$	49.00
Ryan Nokelby	9/11/2017	Follow-Up on TDLR Received Violation and Correction	0.50	\$ 35.00	\$ 98.00	\$	49.00
Ryan Nokelby	9/20/2017	Communication with 5B Contractor on Punch List, Phone call with City on issues	1.00	\$ 35.00	\$ 98.00	\$	98.00
Ryan Nokelby	9/21/2017	Research into emails on 1110 Howard driveway & Coordination with					

Attachment: Rebuild Bellaire 5A and 5B Engineering Amendment #3_Proposal (2321 : HDR Contract

ATTACHMENT "E-1"
Additional Construction Administration Services

<u>Name</u>	<u>Date</u>	<u>Task</u>	<u>Hours</u>	<u>Raw Rate</u>	<u>Raw Rate</u> <u>* 2.8</u>	<u>Total</u>
		Contractor on cashed check	1.00	\$ 35.00	\$ 98.00	\$ 98.00
Ryan Nokelby	9/25/2017	Researching Project Correspondence for 1212 Howard, 1110 Howard & 5300 Valerie	1.00	\$ 35.00	\$ 98.00	\$ 98.00
Ryan Nokelby	9/27/2017	Researching Project Correspondence for 1212 Howard, 1110 Howard & 5300 Valerie	1.00	\$ 35.00	\$ 98.00	\$ 98.00
Ryan Nokelby	9/28/2017	Phone Conference with City on scheduling meeting with Contractor, discussing punch list items	1.00	\$ 35.00	\$ 98.00	\$ 98.00
Ryan Nokelby	9/28/2017	Typing Project Timeline & Compiling Back-Up Information for punch list items	3.00	\$ 35.00	\$ 98.00	\$ 294.00
Ryan Nokelby	10/2/2017	Meeting with City & Reytec on Remaining Punch List Items	1.00	\$ 35.00	\$ 98.00	\$ 98.00
John Peterson	9/5/2017	Talk to the City about closing out project and talk to contractor about standing water issues	2.00	\$ 74.00	\$207.20	\$ 414.00
John Peterson	9/21/2017	Talked to Cristin about the Contractor and issues with 2 driveways.				
		Had Ryan do research on previous emails and talked to Charles	2.00	\$ 74.00	\$207.20	\$ 414.00
John Peterson	9/28/2017	Phone Conference with City, discussing punch list with Ryan	2.00	\$ 74.00	\$207.20	\$ 414.00
John Peterson	9/29/2017	Review and edit of Ryan's Project Timeline for punch list items	1.00	\$ 74.00	\$207.20	\$ 207.20
5B October & November 2017						
John Peterson	10/2/2017	Meeting with City & Reytec on Remaining Punch List Items	2.50	\$ 74.00	\$207.20	\$ 518.00
John Peterson	10/3/2017	Review of 5B As-Builts	1.50	\$ 74.00	\$207.20	\$ 310.80
John Peterson	10/4/2017	Review of 5B As-Builts	2.50	\$ 74.00	\$207.20	\$ 518.00
Reproduction						\$ 7.00
Yellowstone						\$ 150.00
Ryan Nokelby	10/11/2017	Site visit to 1107 Howard, taking pictures and sending email to Contractor	2.00	\$ 35.00	\$ 98.00	\$ 196.00
Ryan Nokelby	10/13/2017	Follow-Up email to City on punch list, research pictures of gutter replacement and send email to City	1.00	\$ 35.00	\$ 98.00	\$ 98.00
Ryan Nokelby	10/17/2017	Correspondence with City & Contractor on proceeding with 18" gutter removal on Howard	1.00	\$ 35.00	\$ 98.00	\$ 98.00
Ryan Nokelby	10/19/2017	Follow-up with Contractor on 5300 Valerie, review of received signed release form	0.50	\$ 35.00	\$ 98.00	\$ 49.00
Ryan Nokelby	10/23/2017	Coordination with Contractor on 5300 Valerie signed release form and notarization	1.00	\$ 35.00	\$ 98.00	\$ 98.00
Ryan Nokelby	11/3/2017	Update on 1212 Howard, Requesting update on pictures and restoration	1.00	\$ 35.00	\$ 98.00	\$ 98.00
John Peterson	10/10/2017	Site visit to 1110 Howard	0.50	\$ 74.00	\$207.20	\$ 103.60
John Peterson	10/17/2017	Correspondence with City & Contractor on proceeding with 18" gutter	1.00	\$ 74.00	\$207.20	\$ 207.20
John Peterson	10/23/2017	Coordination with Contractor on 5300 Valerie signed release form	0.50	\$ 74.00	\$207.20	\$ 103.60
John Peterson	10/24/2017	Phone call with Cristin	0.50	\$ 74.00	\$207.20	\$ 103.60

Attachment: Rebuild Bellaire 5A and 5B Engineering Amendment #3_Proposal (2321 : HDR Contract

ATTACHMENT "E-1"
Additional Construction Administration Services

<u>Name</u>	<u>Date</u>	<u>Task</u>	Raw Rate			
			<u>Hours</u>	<u>Raw Rate</u>	<u>* 2.8</u>	<u>Total</u>
John Peterson	10/30/2017	Phone call with Cristin	0.50	\$ 74.00	\$207.20	\$ 103.
Ryan Nokelby	11/3/2017	Update on 1212 Howard, Requesting update on pictures and restoration	1.00	\$ 35.00	\$ 98.00	\$ 98.
Ryan Nokelby	11/9/2017	Email correspondence on 2-year warranty on Howard, email of closeout requirements and document samples	1.00	\$ 35.00	\$ 98.00	\$ 98.
Ryan Nokelby	11/10/2017	Creation of Final Pay Estimate and Change Order documents and emailing to Contractor for execution	2.00	\$ 35.00	\$ 98.00	\$ 196.
Ryan Nokelby	11/17/2017	Finalizing 5B Closeout Package with Contractor's Info & Preparation of Change Order Request	4.00	\$ 35.00	\$ 98.00	\$ 392.
John Peterson	11/6/2017	1212 Howard correspondence	0.50	\$ 74.00	\$207.20	\$ 103.
John Peterson	11/9/2017	Meeting with Ryan on 2-year warranty on Howard	1.00	\$ 74.00	\$207.20	\$ 207.
John Peterson	11/13/2017	Phone call with Cristin	1.00	\$ 74.00	\$207.20	\$ 207.
Total to Date:				\$ 145,651.		

Attachment: Rebuild Bellaire 5A and 5B Engineering Amendment #3 Proposal (2321 : HDR Contract

ATTACHMENT "E-2"
Additional Construction Observation Services

<u>Name</u>	<u>Date</u>	<u>Task</u>	<u>Hours</u>	<u>Raw Rate</u>	<u>Raw Rate</u> <u>* 2.8</u>	<u>Total</u>
5B April 2017						
Charles Lindberg	4/3/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	4/4/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	4/5/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	4/6/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	4/7/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	4/10/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	4/11/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	4/12/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	4/13/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	4/19/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	4/20/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	4/21/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	4/22/2017	Site Representation	4.00	\$ 36.23	\$ 101.44	\$ 405.7
Charles Lindberg	4/24/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	4/25/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	4/26/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	4/27/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	4/28/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg 4-17		Vehicle Mileage	991.00	@	\$ 0.535	\$ 530.1
5B May 2017						
Charles Lindberg	5/1/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	5/2/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	5/3/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	5/4/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	5/5/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	5/8/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	5/9/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	5/10/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	5/11/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5

Attachment: Rebuild Bellaire 5A and 5B Engineering Amendment #3_Proposal (2321 : HDR Contract

ATTACHMENT "E-2"
Additional Construction Observation Services

<u>Name</u>	<u>Date</u>	<u>Task</u>	<u>Hours</u>	<u>Raw Rate</u>	<u>* 2.8</u>	<u>Total</u>
Charles Lindberg	5/15/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	5/16/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	5/17/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	5/18/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	5/19/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	5/22/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	5/23/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	5/24/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	5/25/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	5/26/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg 5-17		Vehicle Mileage	384.00	@	\$ 0.535	\$ 205.4
5B June 2017						
Charles Lindberg	6/1/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	6/2/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	6/5/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	6/6/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	6/7/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	6/8/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	6/9/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	6/13/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	6/14/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	6/15/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	6/16/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	6/19/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	6/21/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	6/22/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	6/23/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	6/26/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	6/27/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5
Charles Lindberg	6/28/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$ 811.5

Attachment: Rebuild Bellaire 5A and 5B Engineering Amendment #3_Proposal (2321 : HDR Contract

ATTACHMENT "E-2"
Additional Construction Observation Services

<u>Name</u>	<u>Date</u>	<u>Task</u>	<u>Hours</u>	<u>Raw Rate</u>	<u>Raw Rate</u>		<u>Total</u>
					<u>* 2.8</u>		
Charles Lindberg	6/29/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$	811.5
Charles Lindberg	6/30/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$	811.5
Charles Lindberg 6-17		Vehicle Mileage	525.00	@	\$ 0.535	\$	280.8
5B July 2017							
Charles Lindberg	7/3/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$	811.5
Charles Lindberg	7/5/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$	811.5
Charles Lindberg	7/6/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$	811.5
Charles Lindberg	7/7/2017	Site Representation	5.00	\$ 36.23	\$ 101.44	\$	507.2
Charles Lindberg	7/10/2017	Site Representation	8.00	\$ 36.23	\$ 101.44	\$	811.5
Charles Lindberg 7-17		Vehicle Mileage	154.00	@	\$ 0.535	\$	82.3

Total to Date: \$ 50,705.0

Attachment: Rebuild Bellaire 5A and 5B Engineering Amendment #3_Proposal (2321 : HDR Contract

Mayor and Council

Council Chamber, First Floor of City
Hall
Bellaire, TX 77401-4411



Meeting: 12/18/17 07:00 PM
Department: Public Works
Category: Agreement
Department Head: Michael Leech
DOC ID: 2320

**SCHEDULED
ORDINANCE (ID # 2320)**

Item Title:

Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the City Manager of the City of Bellaire, Texas, to execute, for and on behalf of the City of Bellaire, Texas, an "Application for Payment No. 16 - Final" with Reytec Construction Resources, Inc., in the amount of \$394,901.10 for the Rebuild Bellaire Phase 5B Reconstruction Project and authorizing the City to release retainage to Reytec Construction Resources, Inc., on said project in the amount of \$394,901.10 - Submitted by Michael Leech, Director of Public Works.

Background/Summary:

This project marks the end of the Rebuild Bellaire program where bond funding was used to construct street and drainage improvements throughout the City. The street locations chosen for this program were selected on criteria established by City Council, City staff and HDR, the design engineer for this project. The current Bonds for Better Bellaire 2016 program has continued principles developed from this bond program.

The Rebuild Bellaire 5B project consisted of storm sewer upgrades, 28' wide concrete roadways with curbs, driveway approaches and a 4' sidewalk on one side of the street. The construction contract was bid and awarded to the lowest qualified bidder Reytec Construction Resources, Inc. for \$8,393,297.00 in January of 2016.

The duration of this project was originally 455 days. With a utility conflict in the intersection of Alder and Pine and additional time needed to complete the punch list, this project was increased to 482 calendar days. Reytec Construction Resources, Inc. has completed all work satisfactorily with a total construction cost of \$7,898,021.97.

The one year warranty for this project began October 24, 2017. A walk-through will be conducted in October of next year to determine if any deficiencies are present for the following streets constructed with this project:

- Alder Street (Evergreen to Maple)
- 6900 & 7000 Blocks of Ferris
- 4400 Block of Glenmont
- 1000 - 1200 Blocks of Howard
- 4400 Block of Nancy
- 5300 Block of Valerie

Previous Council Action Summary:

January 25, 2016 - Council approved Ordinance # 16-006 awarding the construction bid for the Rebuild Bellaire 5B Project to Reytec Resources Construction, Inc. for \$8,393,297.00.

Fiscal Impact:

The difference of \$495,275.03 between the Original Contract Amount (\$8,393,297.00), and the Final Construction Amount (\$7,898,021.97) will be used to fund future street and drainage projects. If approved on the City Council agenda tonight, a portion of this funding will be used to pay HDR Engineering, Inc., engineering services associated with the Rebuild Bellaire Phase Five Paving and Drainage Improvements Project.

City Attorney Approval:

Yes

Recommendation:

The Public Works Department recommends a favorable City Council action with respect to the release of retainage request of \$394,901.10 to Reytec Construction Resources, Inc. for the Rebuild Bellaire 5B project and authorization for the City Manager of the City of Bellaire, Texas, to execute the release of retainage with Reytec Construction Resources, Inc. in the amount of \$394,901.10.

ATTACHMENTS:

- Rebuild Bellaire 5B Release of Retainage_Ordinance (DOC)
- Rebuild Bellaire 5B Release of Retainage_Project Closeout Paperwork (PDF)



ORDINANCE NO. 17-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AUTHORIZING THE CITY MANAGER OF THE CITY OF BELLAIRE, TEXAS, TO EXECUTE, FOR AND ON BEHALF OF THE CITY OF BELLAIRE, TEXAS, AN "APPLICATION FOR PAYMENT NO. 16 - FINAL" WITH REYTEC CONSTRUCTION RESOURCES, INC., IN THE AMOUNT OF \$394,901.10 FOR THE REBUILD BELLAIRE 5B PROJECT AND AUTHORIZING THE CITY TO RELEASE RETAINAGE TO REYTEC CONSTRUCTION RESOURCES, INC., ON SAID PROJECT IN THE AMOUNT OF \$394,901.10.

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

Section 1. The City Manager is hereby authorized to execute, for and on behalf of the City of Bellaire, Texas, an "Application for Payment No. 16 - Final" with Reytec Construction Resources, Inc. in the amount of \$394,901.10 for the Rebuild Bellaire 5B Project and authorizing the City to release retainage to Reytec Construction Resources, Inc., on said project in the amount of \$394,901.10

Section 2. Upon execution of said ""Application for Payment No. 16 – Final," the total amount paid to Reytec Construction Resources Inc., will equal \$7,898,021.97.

PASSED and APPROVED this 18th day of December, 2017.

(SEAL)

ATTEST:

Tracy L. Dutton, TRMC
City Clerk

SIGNED:

Andrew S. Friedberg
Mayor

APPROVED AS TO FORM:

Alan P. Petrov
City Attorney

Attachment: Rebuild Bellaire 5B Release of Retainage Ordinance (2320 : Rebuild Bellaire 5B Release Retainage and Closeout)

Reytec Construction Resources, Inc.

Corporate Office
1901 Hollister St.
Houston, Texas 77080
713-957-4003 – Office
713-681-0077 - Fax

October 24, 2017

Ryan Nokelby
Graduate Engineer
HDR
4828 Loop Central Drive, Suite 800
Houston, TX 77081

**RE: City of Bellaire, Rebuild Bellaire Phase 5B Reconstruction Project
Notice of Construction Completion**

Dear Mr. Nokelby,

In accordance with the plans, specifications, and contract documents for the referenced project, Reytec Construction Resources, Inc. does hereby acknowledge, and will provide the required one-year warranty for the project, beginning October 24, 2017.

Reytec will provide an additional one-year warranty for the 18-inch curb and gutter section of Howard Lane, between station 18+50, and 19+60 RT.

Sincerely,



Chris Teague
Project Manager
Reytec Construction Resources, Inc.



November 21, 2017

Ms. Cristin Emshoff
Public Works Special Project Manager
City of Bellaire
7008 S. Rice Avenue
Bellaire, Texas 77401

Re: Rebuild Bellaire Phase Five-B
City of Bellaire, Texas
Bellaire Project No. 16-006
HDR Project No. 13-041B

Dear Ms. Emshoff:

Based on our observation and to the best of our knowledge, information and belief, the work has been completed in accordance with the terms and conditions of the Contract Documents as of October 24, 2017. Therefore, we recommend acceptance of the work by the City of Bellaire. Upon acceptance, the City of Bellaire should issue a "Certificate of Acceptance" of the work to the Contractor.

Sincerely,

HDR Engineering, Inc.

A blue ink signature of Edwin R. Rydell, P.E., written in a cursive style.

Edwin R. Rydell, P.E.
Senior Project Manager

EXHIBIT B

Pay Estimate No. 16 - Final

Attachment: Rebuild Bellaire 5B Release of Retainage_Paperwork (2320 : Rebuild Bellaire 5B Release Retainage and Closeout)



November 20, 2017

Mr. Michael Leech
Director of Public Works
City of Bellaire
4440 Edith Street
Bellaire, Texas 77401

RE: Rebuild Bellaire Phase 5B
City of Bellaire, Texas
HDR Job No. 13-041, Bellaire Ordinance No. 16-006

Enclosed please find one copy of the following items for the above referenced project:

1. Application for Payment No. 16-Final
2. Pay Estimate No. 16-Final

The amount of Application for Payment No. **16-Final** is **\$394,901.10** (Release of Retainage)

As of this Payment:

100.00% Construction Time Expended
94.10% Construction Cost Expended

HDR Engineering, Inc. has reviewed and recommends payment of Application No. 16-Final.

Sincerely,

HDR ENGINEERING, INC.

John Peterson, P.E., CFM
Project Manager

Cc: Ryan Nokelby - HDR
Cristin Emshoff - City of Bellaire

hdrinc.com

4828 Loop Central Drive, Suite 800, Houston, TX 77081-2220
T (713) 622-9264 F (713) 622-9265
Texas Registered Engineering Firm F-754

Attachment: Rebuild Bellaire 5B Release of Retainage_Paperwork (2320 : Rebuild Bellaire 5B Release Retainage and Closeout)

APPLICATION FOR PAYMENT NUMBER: 16-FinalPROJECT: Rebuild Bellaire Phase 5BCONTRACTOR: Reytec Construction Resources, Inc., 1901 Hollister St., Houston, Texas 77080OWNER: City of BellaireOWNERS PROJECT NO: 16-006 ENGR. PROJECT NO: 13-041

PAY PERIOD: PROJECT CLOSEOUT - RELEASE OF RETAINAGE

ORIGINAL CONTRACT SUM:	\$ 8,393,297.00
NET CHANGE BY CHANGE ORDER:	\$ (495,275.03)
CONTRACT SUM TO DATE:	\$ 7,898,021.97
INSTALLATIONS:	\$ 7,898,021.97
LESS 5% RETAINAGE:	\$ -
LESS PREVIOUS PAYMENTS:	\$ 7,503,120.87
AMOUNT DUE THIS APPLICATION:	<u>\$ 394,901.10</u>

ACCOMPANYING DOCUMENTATION: Contractor's Pay Request, Engineer's Estimate No. 16-Final

CONTRACTORS Certification:

The undersigned CONTRACTOR certifies that: 1.) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through 15 inclusive; and 2.) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

DATE: 11/16/2017Reytec Construction Resources, Inc.

Chi Teague
CONTRACTOR, Project Manager

ENGINEER'S CERTIFICATION:

PAYMENT OF THE ABOVE AMOUNT DUE THIS APPLICATION IS RECOMMENDED

DATE: 11/20/17

John Peterson
John Peterson, P.E., CFM
Project Manager

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	UNIT PRICE	TOTAL	QUAN. THIS PERIOD	TOTAL THIS PERIOD	QUAN. PREVIOUS PERIOD	TOTAL PREVIOUS PERIOD	TOTAL TO DATE	TOTAL AMOUNT TO DATE
PAVING ITEMS											
1	7" Reinforced Concrete Pavement	SY	25,800.00	\$67.00	\$1,728,600.00	0.00	\$0.00	25,978.08	\$1,740,531.36	25,978.08	\$1,740,531.36
2	12" Lime Stabilized Subgrade, including excavation or fill to grade, mixing and compaction	SY	29,600.00	\$11.00	\$325,600.00	0.00	\$0.00	29,164.67	\$320,811.37	29,164.67	\$320,811.37
3	Lime Slurry, hydrated lime or quicklime (8% by weight)	TON	1,400.00	\$155.00	\$217,000.00	0.00	\$0.00	1,056.72	\$163,791.60	1,056.72	\$163,791.60
4	6" doweled on curb	LF	12,650.00	\$4.00	\$50,600.00	0.00	\$0.00	11,463.00	\$45,852.00	11,463.00	\$45,852.00
5	Pavement Transition, including 7" reinforced concrete pavement, 6" curb, asphalt overlay as required, dowels to tie into existing pavement	SY	425.00	\$128.00	\$54,400.00	0.00	\$0.00	411.43	\$52,663.04	411.43	\$52,663.04
6	13" Fast Track Concrete Pavement, including 6" curb, dowels to tie into existing pavement	SY	200.00	\$180.00	\$36,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
7	Removal of existing pavement, including all base, asphalt surface, concrete paving, curb and gutters and paving headers	SY	23,600.00	\$6.25	\$147,500.00	0.00	\$0.00	23,591.75	\$147,448.44	23,591.75	\$147,448.44
8	Remove and replace concrete driveway, including sawcutting, curb transition, reinforcement and 6" stabilized subgrade, match existing driveway material and color	SY	4,200.00	\$80.00	\$336,000.00	0.00	\$0.00	5,086.37	\$406,909.60	5,086.37	\$406,909.60
9	Additional allowance to match existing decorative driveway and/or sidewalk material, color, texture, pattern	SY	500.00	\$45.00	\$22,500.00	0.00	\$0.00	406.48	\$18,291.60	406.48	\$18,291.60
10	Remove and replace existing concrete sidewalk, including sawcutting, reinforcement and 6" subgrade, match existing material	SF	7,200.00	\$8.00	\$57,600.00	0.00	\$0.00	4,620.50	\$36,964.00	4,620.50	\$36,964.00
11	New concrete sidewalk, including, reinforcement and 6" subgrade	SF	23,900.00	\$7.00	\$167,300.00	0.00	\$0.00	24,234.00	\$169,638.00	24,234.00	\$169,638.00
12	Wheelchair ramp, including warning pavers, sawcutting, removal of existing pavement, reinforcing, and subgrade	EA	40.00	\$1,500.00	\$60,000.00	0.00	\$0.00	35.00	\$52,500.00	35.00	\$52,500.00
13	Concrete pavement header	LF	750.00	\$14.00	\$10,500.00	0.00	\$0.00	492.00	\$6,888.00	492.00	\$6,888.00
14	Removal of existing signs and replacement with new posts and new signs	EA	55.00	\$450.00	\$24,750.00	0.00	\$0.00	37.00	\$16,650.00	37.00	\$16,650.00
15	12" white thermoplastic striping, including surface preparation	LF	1,000.00	\$6.00	\$6,000.00	0.00	\$0.00	398.00	\$2,388.00	398.00	\$2,388.00
16	24" white thermoplastic striping, including surface preparation	LF	260.00	\$11.00	\$2,860.00	0.00	\$0.00	88.00	\$968.00	88.00	\$968.00
17	Final ROW grading and restoration including sod and select fill, adjusting meters, valve boxes, inlets, irrigation system, or any other item in the ROW	STA	85.00	\$2,800.00	\$238,000.00	0.00	\$0.00	85.00	\$238,000.00	85.00	\$238,000.00
18	Traffic control, including signs, flaggers, barricades, barrels, fencing, temporary striping, removal of existing striping, traffic control devices and any other items required by TxMUTCD, and maintenance of all items	LS	1.00	\$300,000.00	\$300,000.00	0.000	\$0.00	1.000	\$300,000.00	1.000	\$300,000.00
19	Temporary HMAc for traffic control consisting of 2" HMAc, 6" Asphalt stabilized black base, aggregate for shoulder, temporary embankment, removal of existing curbs, and all additional work to place, maintain and remove the material	SY	1,500.00	\$45.00	\$67,500.00	0.00	\$0.00	163.33	\$7,349.85	163.33	\$7,349.85
20	Install low profile concrete barriers	LF	500.00	\$40.00	\$20,000.00	0.00	\$0.00	620.00	\$24,800.00	620.00	\$24,800.00
21	Relocate low profile concrete barriers	LF	1,500.00	\$5.00	\$7,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
22	Remove low profile concrete barriers	LF	500.00	\$10.00	\$5,000.00	0.00	\$0.00	600.00	\$6,000.00	600.00	\$6,000.00
23	Remove and Replace Concrete Pavement for storm sewer construction in areas where the roadway is not being replaced including Chimney Rock and Newcastle; full depth sawcut, doweled to existing pavement, 10" reinforced concrete pavement with subgrade	SY	200.00	\$170.00	\$34,000.00	0.00	\$0.00	99.05	\$16,838.50	99.05	\$16,838.50
24	Extra uniformed police officer at special event or as requested and approved by the City	HR	100.00	\$50.00	\$5,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
25	Zero cutback at designated locations per Urban Forester, including extra steel and concrete, forming and vapor barrier if required	LF	700.00	\$17.00	\$11,900.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
26	Root pruning and placement of a vapor barrier at locations designated by Urban Forester	LF	1,700.00	\$18.00	\$30,600.00	0.00	\$0.00	110.00	\$1,980.00	110.00	\$1,980.00
27	Removal of existing tree, less than or equal to 12" diameter, as shown in the tree protection schedule, and as approved by the City and Urban Forester	EA	18.00	\$600.00	\$10,800.00	0.00	\$0.00	16.00	\$9,600.00	16.00	\$9,600.00
28	Removal of existing tree, greater than 12" diameter and less than or equal to 24" diameter, as shown in the tree protection schedule, and as approved by the City and Urban Forester	EA	20.00	\$1,100.00	\$22,000.00	0.00	\$0.00	13.00	\$14,300.00	13.00	\$14,300.00
29	Removal of existing tree, greater than 24" diameter, as shown in the tree protection schedule, and as approved by the City and Urban Forester	EA	10.00	\$1,800.00	\$18,000.00	0.00	\$0.00	6.00	\$10,800.00	6.00	\$10,800.00
30	Tree protection fencing	LF	3,200.00	\$5.00	\$16,000.00	0.00	\$0.00	2,633.00	\$13,165.00	2,633.00	\$13,165.00
31	Polyethylene barrier (8 mil thickness) placed under sidewalk or driveway for protection of tree roots	SY	700.00	\$6.00	\$4,200.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
32	Tree and Plant Protection and Maintenance, including preparation of plan, provision of materials, trimming, seeding, fertilizing, watering, and all related items	LS	1.00	\$40,000.00	\$40,000.00	0.000	\$0.00	1.000	\$40,000.00	1.000	\$40,000.00
33	Inlet protection barrier, filter fabric fence, including repair, replacement and removal of sediment	LF	1,000.00	\$2.00	\$2,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
34	Inlet protection barrier for Stage II inlets and existing inlets, gravel bags, including repair, replacement and removal of sediment	EA	55.00	\$70.00	\$3,850.00	0.00	\$0.00	55.00	\$3,850.00	55.00	\$3,850.00
35	Inlet protection barrier for Stage II inlets and existing inlets, erosion control logs, including repair, replacement and removal of sediment	EA	90.00	\$80.00	\$7,200.00	0.00	\$0.00	90.00	\$7,200.00	90.00	\$7,200.00
36	Abandon sanitary or storm sewer manhole	EA	4.00	\$1,800.00	\$7,200.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
37	Adjust sanitary or storm sewer manhole to grade, using new manhole rings and covers, and if required, new manhole top/cone sections, including removal of precast or cast in place cone and wall	EA	26.00	\$1,800.00	\$46,800.00	0.00	\$0.00	20.00	\$36,000.00	20.00	\$36,000.00
					\$4,144,760.00		\$0.00		\$3,912,178.36		\$3,912,178.36

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	UNIT PRICE	TOTAL	QUAN. THIS PERIOD	TOTAL THIS PERIOD	QUAN. PREVIOUS PERIOD	TOTAL PREVIOUS PERIOD	TOTAL QUAN. TO DATE	TOTAL AMOUNT TO DATE
DRAINAGE ITEMS											
38	Removal of existing pipe culverts and sewers, 24" or smaller, including removal of inlets, manholes and plugs, and backfilling of trench per detail	LF	4,500.00	\$25.00	\$112,500.00	0.00	\$0.00	2,031.00	\$50,775.00	2,031.00	\$50,775.00
39	Removal of existing pipe culverts and sewers, larger than 24", including removal of inlets, manholes and plugs, and backfilling of trench per detail	LF	1,900.00	\$45.00	\$85,500.00	0.00	\$0.00	1,903.00	\$85,635.00	1,903.00	\$85,635.00
40	Remove and replace yard drain with 4" PVC Sch 40 pipe to tie into inlet or through curb, all depths, including all connections and fittings	LF	1,500.00	\$15.00	\$22,500.00	0.00	\$0.00	1,628.00	\$24,420.00	1,628.00	\$24,420.00
41	Remove and replace yard drain with 6" PVC Sch 40 pipe to tie into inlet or storm sewer, all depths, including all connections, fittings and fittings	LF	300.00	\$50.00	\$15,000.00	0.00	\$0.00	372.00	\$18,600.00	372.00	\$18,600.00
42	Remove and replace yard drain with 8" PVC Sch 40 or SDR26 pipe to tie into inlet or storm sewer, all depths, including all connections, fittings and fittings	LF	100.00	\$60.00	\$6,000.00	0.00	\$0.00	37.00	\$2,220.00	37.00	\$2,220.00
43	Remove and replace yard drain with 12" PVC Sch 40 or SDR26 pipe to tie into inlet or storm sewer, all depths, including all connections, fittings and fittings	LF	50.00	\$70.00	\$3,500.00	0.00	\$0.00	12.00	\$840.00	12.00	\$840.00
44	3' Wide X 3' High RCB storm sewer, all depths	LF	305.00	\$350.00	\$106,750.00	0.00	\$0.00	304.00	\$106,400.00	304.00	\$106,400.00
45	4' Wide X 4' High RCB storm sewer, all depths	LF	91.00	\$580.00	\$52,780.00	0.00	\$0.00	91.00	\$52,780.00	91.00	\$52,780.00
46	45° Degree Bend for 4' Wide X 4' High RCB storm sewer, all depths	EA	1.00	\$2,400.00	\$2,400.00	0.00	\$0.00	1.00	\$2,400.00	1.00	\$2,400.00
47	7' Wide X 7' High RCB storm sewer, all depths	LF	436.00	\$740.00	\$322,640.00	0.00	\$0.00	432.00	\$319,680.00	432.00	\$319,680.00
48	8' Wide X 7' High RCB storm sewer, all depths	LF	695.00	\$800.00	\$556,000.00	0.00	\$0.00	691.00	\$552,800.00	691.00	\$552,800.00
49	9' Wide X 7' High RCB storm sewer, all depths	LF	175.00	\$1,050.00	\$183,750.00	0.00	\$0.00	175.00	\$183,750.00	175.00	\$183,750.00
50	13" x 22" RCAP storm sewer, all depths	LF	34.00	\$148.00	\$5,032.00	0.00	\$0.00	48.00	\$7,104.00	48.00	\$7,104.00
51	18" x 28" RCAP storm sewer, all depths	LF	132.00	\$170.00	\$22,440.00	0.00	\$0.00	131.00	\$22,270.00	131.00	\$22,270.00
52	22" x 36" RCAP storm sewer, all depths	LF	25.00	\$235.00	\$5,875.00	0.00	\$0.00	29.00	\$6,815.00	29.00	\$6,815.00
53	15" RCP storm sewer, all depths	LF	40.00	\$144.00	\$5,760.00	0.00	\$0.00	25.00	\$3,600.00	25.00	\$3,600.00
54	18" RCP storm sewer, all depths	LF	250.00	\$126.00	\$31,500.00	0.00	\$0.00	343.00	\$43,218.00	343.00	\$43,218.00
55	24" RCP storm sewer, all depths	LF	2,900.00	\$132.00	\$382,800.00	0.00	\$0.00	2,948.00	\$389,136.00	2,948.00	\$389,136.00
56	30" RCP storm sewer, all depths	LF	680.00	\$165.00	\$112,200.00	0.00	\$0.00	678.00	\$111,870.00	678.00	\$111,870.00
57	36" RCP storm sewer, all depths	LF	440.00	\$215.00	\$94,600.00	0.00	\$0.00	446.00	\$95,890.00	446.00	\$95,890.00
58	42" RCP storm sewer, all depths	LF	440.00	\$300.00	\$132,000.00	0.00	\$0.00	440.00	\$132,000.00	440.00	\$132,000.00
59	48" RCP storm sewer, all depths	LF	470.00	\$420.00	\$197,400.00	0.00	\$0.00	648.00	\$272,160.00	648.00	\$272,160.00
60	54" RCP storm sewer, all depths	LF	6.00	\$600.00	\$3,600.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
61	66" RCP storm sewer, all depths	LF	430.00	\$500.00	\$215,000.00	0.00	\$0.00	432.00	\$216,000.00	432.00	\$216,000.00
62	"A" inlet, cast in place or precast	EA	6.00	\$2,200.00	\$13,200.00	0.00	\$0.00	6.00	\$13,200.00	6.00	\$13,200.00
63	"BB" inlet, cast in place or precast	EA	68.00	\$3,200.00	\$217,600.00	0.00	\$0.00	65.00	\$208,000.00	65.00	\$208,000.00
64	"C" inlet, cast in place or precast	EA	4.00	\$3,400.00	\$13,600.00	0.00	\$0.00	5.00	\$17,000.00	5.00	\$17,000.00
65	4'x4' storm sewer box manhole, precast or cast in place	EA	25.00	\$4,200.00	\$105,000.00	0.00	\$0.00	20.00	\$84,000.00	20.00	\$84,000.00
66	5'x4' storm sewer box manhole, precast or cast in place	EA	10.00	\$5,200.00	\$52,000.00	0.00	\$0.00	12.00	\$62,400.00	12.00	\$62,400.00
67	5'x5' storm sewer box manhole, precast or cast in place	EA	2.00	\$6,500.00	\$13,000.00	0.00	\$0.00	1.00	\$6,500.00	1.00	\$6,500.00
68	6'x4' storm sewer box manhole, precast or cast in place	EA	5.00	\$6,800.00	\$34,000.00	0.00	\$0.00	5.00	\$34,000.00	5.00	\$34,000.00
69	6'x5' storm sewer box manhole, precast or cast in place	EA	2.00	\$7,000.00	\$14,000.00	0.00	\$0.00	1.00	\$7,000.00	1.00	\$7,000.00
70	7'x5' storm sewer box manhole, precast or cast in place	EA	1.00	\$8,500.00	\$8,500.00	0.00	\$0.00	1.00	\$8,500.00	1.00	\$8,500.00
71	8'x5' storm sewer box manhole, precast or cast in place	EA	2.00	\$11,500.00	\$23,000.00	0.00	\$0.00	1.00	\$11,500.00	1.00	\$11,500.00
72	9'x8' storm sewer box manhole, precast or cast in place	EA	1.00	\$19,000.00	\$19,000.00	0.00	\$0.00	1.00	\$19,000.00	1.00	\$19,000.00
73	6'x10' storm sewer box manhole, precast or cast in place	EA	1.00	\$14,000.00	\$14,000.00	0.00	\$0.00	2.00	\$28,000.00	2.00	\$28,000.00
74	4'x4' Storm sewer junction manhole with 24" sump and steel casing around sanitary sewer	EA	24.00	\$5,000.00	\$120,000.00	0.00	\$0.00	6.00	\$30,000.00	6.00	\$30,000.00
75	5'x4' Storm sewer junction manhole with 24" sump and steel casing around sanitary sewer	EA	10.00	\$6,000.00	\$60,000.00	0.00	\$0.00	1.00	\$6,000.00	1.00	\$6,000.00
76	6'x4' Storm sewer junction manhole with 24" sump and steel casing around sanitary sewer	EA	3.00	\$9,000.00	\$27,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
77	7'x4' Storm sewer junction manhole with 24" sump and steel casing around sanitary sewer	EA	3.00	\$10,000.00	\$30,000.00	0.00	\$0.00	1.00	\$10,000.00	1.00	\$10,000.00
78	Storm sewer Manway	EA	10.00	\$2,600.00	\$26,000.00	0.00	\$0.00	8.00	\$20,800.00	8.00	\$20,800.00
79	Storm sewer brick plugs, less than or equal to 18", 2 rows, including mortar and grout	EA	20.00	\$250.00	\$5,000.00	0.00	\$0.00	1.00	\$250.00	1.00	\$250.00
80	Storm sewer brick plugs, greater than or equal to 24", 2 rows, including mortar and grout	EA	20.00	\$450.00	\$9,000.00	0.00	\$0.00	9.00	\$4,050.00	9.00	\$4,050.00
81	Grout fill RCP less than or equal to 24", flowable fill	LF	270.00	\$30.00	\$8,100.00	0.00	\$0.00	598.00	\$17,940.00	598.00	\$17,940.00
82	Grout fill RCP greater than 24", flowable fill	LF	100.00	\$70.00	\$7,000.00	0.00	\$0.00	300.00	\$21,000.00	300.00	\$21,000.00
83	Storm sewer trench safety, greater than 5' depth and less than or equal to 8' depth	LF	4,800.00	\$1.00	\$4,800.00	0.00	\$0.00	3,646.00	\$3,646.00	3,646.00	\$3,646.00
84	Storm sewer trench safety, greater than 8' depth and less than or equal to 12' depth	LF	1,600.00	\$2.00	\$3,200.00	0.00	\$0.00	1,120.00	\$2,240.00	1,120.00	\$2,240.00
85	Storm sewer trench safety, greater than 12' depth	LF	2,300.00	\$6.00	\$13,800.00	0.00	\$0.00	3,375.00	\$20,250.00	3,375.00	\$20,250.00
					\$3,518,327.00		\$0.00		\$3,335,639.00		\$3,335,639.00

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	UNIT PRICE	TOTAL	QUAN. THIS PERIOD	TOTAL THIS PERIOD	QUAN. PREVIOUS PERIOD	TOTAL PREVIOUS PERIOD	TOTAL QUAN. TO DATE	TOTAL AMOUNT TO DATE
WATERLINE ITEMS											
86	Waterline adjustment, 6" PVC, including wet connections and cut, plug, and abandon existing waterline	LF	120.00	\$250.00	\$30,000.00	0.00	\$0.00	79.00	\$19,750.00	79.00	\$19,750.00
87	Waterline adjustment, 8" PVC, including wet connections and cut, plug, and abandon existing waterline	LF	440.00	\$260.00	\$114,400.00	0.00	\$0.00	413.50	\$107,510.00	413.50	\$107,510.00
88	Waterline adjustment, 12" PVC, including wet connections and cut, plug, and abandon existing waterline	LF	60.00	\$360.00	\$21,600.00	0.00	\$0.00	116.00	\$41,760.00	116.00	\$41,760.00
89	6" Gate valve and box on proposed waterline	EA	7.00	\$1,500.00	\$10,500.00	0.00	\$0.00	4.00	\$6,000.00	4.00	\$6,000.00
90	8" Gate valve and box on proposed waterline	EA	8.00	\$2,000.00	\$16,000.00	0.00	\$0.00	7.00	\$14,000.00	7.00	\$14,000.00
91	6"x 6" tapping sleeve and valve (TS&V)	EA	3.00	\$6,500.00	\$19,500.00	0.00	\$0.00	3.00	\$19,500.00	3.00	\$19,500.00
92	8"x 8" tapping sleeve and valve (TS&V)	EA	3.00	\$7,500.00	\$22,500.00	0.00	\$0.00	1.00	\$7,500.00	1.00	\$7,500.00
93	12"x 6" tapping sleeve and valve (TS&V)	EA	2.00	\$7,000.00	\$14,000.00	0.00	\$0.00	1.00	\$7,000.00	1.00	\$7,000.00
94	6" Inserta valve and box on existing waterline, including wet connections and all necessary fittings	EA	4.00	\$10,000.00	\$40,000.00	0.00	\$0.00	7.00	\$70,000.00	7.00	\$70,000.00
95	8" Inserta valve and box on existing waterline, including wet connections and all necessary fittings	EA	2.00	\$11,000.00	\$22,000.00	0.00	\$0.00	6.00	\$66,000.00	6.00	\$66,000.00
96	Remove fire hydrant assembly, all depths, including repair or plugging of waterline	EA	6.00	\$2,000.00	\$12,000.00	0.00	\$0.00	4.00	\$8,000.00	4.00	\$8,000.00
97	Fire hydrant assembly	EA	8.00	\$5,300.00	\$42,400.00	0.00	\$0.00	8.00	\$42,400.00	8.00	\$42,400.00
98	6" PVC fire hydrant lead, all depths	LF	32.00	\$80.00	\$2,560.00	0.00	\$0.00	50.25	\$4,020.00	50.25	\$4,020.00
99	15" Casing, including mechanical plugs	LF	100.00	\$130.00	\$13,000.00	0.00	\$0.00	28.00	\$3,640.00	28.00	\$3,640.00
100	Water meter relocation out of proposed sidewalk, including new meter box	EA	25.00	\$350.00	\$8,750.00	0.00	\$0.00	28.00	\$9,800.00	28.00	\$9,800.00
					\$389,210.00		\$0.00		\$426,880.00		\$426,880.00
SUPPLEMENTAL WATER AND SANITARY BID ITEMS											
101	Additional pipe fittings for waterlines, all sizes and types, as directed by the Engineer	TON	1.00	\$2,000.00	\$2,000.00	0.00	\$0.00	0.03	\$58.00	0.03	\$58.00
102	6" Gate valve and box on existing waterline, including wet connections and all necessary fittings	EA	1.00	\$1,500.00	\$1,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
103	8" Gate valve and box on existing waterline, including wet connections and all necessary fittings	EA	1.00	\$2,000.00	\$2,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
104	12" Gate valve and box on existing waterline, including wet connections and all necessary fittings	EA	1.00	\$3,000.00	\$3,000.00	0.00	\$0.00	3.00	\$9,000.00	3.00	\$9,000.00
105	Sanitary sewer service adjustments, from the sanitary sewer main to the property line, all sizes	EA	40.00	\$1,800.00	\$72,000.00	0.00	\$0.00	17.00	\$30,600.00	17.00	\$30,600.00
106	Waterline service adjustments, less than 2", from water main to meter, new type K copper, no couplings under street	EA	75.00	\$500.00	\$37,500.00	0.00	\$0.00	56.00	\$28,000.00	56.00	\$28,000.00
107	8" Sanitary Sewer, C-900 PVC	LF	50.00	\$80.00	\$4,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
108	Sanitary Sewer Manhole, all depths	EA	1.00	\$4,000.00	\$4,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
					\$126,000.00		\$0.00		\$67,658.00		\$67,658.00
SUPPLEMENTAL PAVING BID ITEMS											
109	Extra cement stabilized sand	CY	50.00	\$25.00	\$1,250.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
110	Extra bank sand backfill	CY	50.00	\$10.00	\$500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
111	Extra concrete (all classes)	CY	50.00	\$150.00	\$7,500.00	0.00	\$0.00	2.00	\$300.00	2.00	\$300.00
112	Extra select backfill	CY	300.00	\$15.00	\$4,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
113	Extra 1.5 sack of cement per cubic yard added to 10" concrete paving (total of 7.0 sack/cubic yard) to provide high early strength concrete, as approved by Engineer	SY	200.00	\$5.00	\$1,000.00	0.00	\$0.00	99.05	\$495.25	99.05	\$495.25
114	Extra 1.5 sack of cement per cubic yard added to 7" concrete paving (total of 7.0 sack/cubic yard) to provide high early strength concrete, as approved by Engineer	SY	1,000.00	\$4.00	\$4,000.00	0.00	\$0.00	149.09	\$596.36	149.09	\$596.36
115	Extra 1.5 sack of cement per cubic yard added to 6" concrete driveway (total of 7.0 sack/cubic yard) to provide high early strength concrete, as approved by Engineer	SY	500.00	\$3.50	\$1,750.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
116	Cash Allowance for Utility relocations, for payment to CenterPoint for the relocation of Street Light facilities according to CenterPoint invoice provided by the City, invoice amount plus 10%, the sum of	LS	1.00	\$25,000.00	\$25,000.00	0.000	\$0.00	0.400	\$10,000.00	0.400	\$10,000.00
117	Miscellaneous Items as directed by the Engineer	LS	1.00	\$20,000.00	\$20,000.00	0.00	\$0.00	0.08	\$1,600.00	0.08	\$1,600.00
118	Extra reinforcing steel	LB	1,000.00	\$0.50	\$500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
119	As authorized by Engineer, exploratory trench excavation, backfill and pavement and/or sodding restoration for the purpose of locating existing utilities (No reimbursement for this pay item if trench is where the proposed sewer main or waterline is laid)	CY	250.00	\$15.00	\$3,750.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
120	Sidewalk checker plate installation	SF	100.00	\$20.00	\$2,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
121	Placement of retaining wall (0"-6" high) along sidewalk, including all reinforcing, filter fabric, gravel, drain, excavation, required to place	LF	250.00	\$10.00	\$2,500.00	0.00	\$0.00	67.00	\$670.00	67.00	\$670.00
122	Placement of retaining wall (7"-12" high) along sidewalk, including all reinforcing, filter fabric, gravel, drain, excavation, required to place	LF	100.00	\$15.00	\$1,500.00	0.00	\$0.00	711.00	\$10,665.00	711.00	\$10,665.00
123	Placement of retaining wall (13"-18" high) along sidewalk, including all reinforcing, filter fabric, gravel, drain, excavation, required to place	LF	100.00	\$20.00	\$2,000.00	0.00	\$0.00	44.00	\$880.00	44.00	\$880.00
124	Additional temporary driveway consisting of crushed concrete or millings, in areas approved by the Engineer, including placement, maintenance and removal	SY	200.00	\$20.00	\$4,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
					\$81,750.00		\$0.00		\$25,206.61		\$25,206.61

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	UNIT PRICE	TOTAL	QUAN. THIS PERIOD	TOTAL THIS PERIOD	QUAN. PREVIOUS PERIOD	TOTAL PREVIOUS PERIOD	TOTAL QUAN. TO DATE	TOTAL AMOUNT TO DATE
SUPPLEMENTAL DRAINAGE ITEMS											
125	Extra cement stabilized sand	CY	1.00	\$25.00	\$25.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
126	Extra bank sand backfill	CY	1.00	\$10.00	\$10.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
127	Wet condition bedding, all sizes, all depths, consisting of 12" minimum crushed stone foundation, filter fabrics and all appurtenances	LF	1.00	\$20.00	\$20.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
128	Seal slab, including reinforcement placed at unsatisfactory conditions, as directed and approved by the Engineer	SY	1.00	\$25.00	\$25.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
129	Extra select backfill	CY	100.00	\$15.00	\$1,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
130	Installation and removal of piezometer	EA	1.00	\$100.00	\$100.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
131	Well pointing system for dewatering, all sizes, all depths, including multiple rows of well pointing as necessary	LF	1.00	\$20.00	\$20.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
132	As authorized by the Engineer, exploratory trench excavation, backfill and pavement and/or sodding restoration for the purpose of locating existing utilities (No reimbursement for this pay item if trench is where proposed sewer main or waterline is laid)	CY	50.00	\$15.00	\$750.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
133	Hand digging as directed by the Engineer	CY	6.00	\$15.00	\$90.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
134	Concrete cradle on existing pipe	EA	1.00	\$250.00	\$250.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
					\$2,790.00		\$0.00		\$0.00		\$0.00
CHANGE ORDER NO. 1 ITEMS											
CO1-1	12" Inserta valve on existing 12" waterline	EA	2.00	\$16,000.00	\$32,000.00	0.00	\$0.00	2.00	\$32,000.00	2.00	\$32,000.00
CO1-2	Proposed 12" PVC waterline including excavation, bedding and backfill, pipe fittings and wet connections, disinfection and testing	LF	270.00	\$334.00	\$90,180.00	0.00	\$0.00	270.00	\$90,180.00	270.00	\$90,180.00
CO1-3	and replacement with compacted cement stabilized sand subgrade (4' wide trench centered over existing 12" waterline	LF	230.00	\$36.00	\$8,280.00	0.00	\$0.00	230.00	\$8,280.00	230.00	\$8,280.00
					\$130,460.00		\$0.00		\$130,460.00		\$130,460.00

BASE BID PAVING ITEMS TO DATE:	\$3,912,178.36
BASE BID DRAINAGE ITEMS TO DATE:	\$3,335,639.00
BASE BID WATERLINE ITEMS TO DATE:	\$426,880.00
SUPPLEMENTAL WATER AND SANITARY ITEMS TO DATE:	\$67,658.00
SUPPLEMENTAL PAVING BID ITEMS TO DATE:	\$25,206.67
SUPPLEMENTAL DRAINAGE BID ITEMS TO DATE:	\$0.00
CHANGE ORDER NO. 1 ITEMS TO DATE:	\$130,460.00
TOTAL INSTALLATIONS TO DATE:	\$7,898,021.97
5% RETAINAGE TO DATE:	\$0.00
LESS PREVIOUS PAY ESTIMATES:	\$7,503,120.87
TOTAL AMOUNT DUE PAY ESTIMATE NO. 16-FINAL:	\$394,901.10

**AGREEMENT FOR FINAL PAYMENT AND
CONTRACTOR'S SWORN RELEASE AND AFFIDAVIT
OF BILLS PAID**

Attachment: Rebuild Bellaire 5B Release of Retainage_Paperwork (2320 : Rebuild Bellaire 5B Release Retainage and Closeout)

AGREEMENT FOR FINAL PAYMENT
AND CONTRACTOR'S SWORN RELEASE

In order to insure that the rights, obligations and responsibilities of all parties to the original contract document are fully protected, which contract document was signed and executed on the 11TH day of FEBRUARY, 2016 by REYTEC
CONSTRUCTION RESOURCES, INC., referred to therein as CONTRACTOR and hereinafter referred to as CONTRACTOR, and the CITY OF BELLAIRE, TEXAS on the _____ day of _____, 20____, and further in consideration for the final payment of all sums due and claimed by the CONTRACTOR against the CITY OF BELLAIRE, TEXAS, the CONTRACTOR makes the following representations to the CITY OF BELLAIRE, TEXAS, either individually if a proprietorship, jointly by all partners if a partnership, or if a corporation, by action of the president and secretary of said corporation, as duly authorized by appropriate action of the stockholders and/or board of directors of said corporation, their signatures hereon constituting a representation under oath by said individuals that they have the power and authority to execute this Agreement for and on behalf of the said corporation:

I.

The CONTRACTOR has received 15 (number) payments pursuant to 15 (number) Contractor Payment Estimates, copies of which are attached hereto and marked Exhibit "A", presented to

the CITY OF BELLAIRE, TEXAS and paid during the progress of the job referred to in the Contract between the parties; and in this regard, the undersigned CONTRACTOR represents to the CITY OF BELLAIRE, TEXAS that it does not claim nor intend to claim at any future date, any additional sums of money of any nature whatsoever under and by virtue of the payment estimates previously submitted to the PROFESSIONAL for approval, or any other sums of money of any nature whatsoever for materials furnished and used in the job or for work done, and hereby releases and discharges the CITY OF BELLAIRE, TEXAS from any liability of any nature whatsoever, for any claims of any nature made by the CONTRACTOR at some future date, or by its successors or assigns.

II.

The undersigned CONTRACTOR further represents to the CITY OF BELLAIRE, TEXAS that the Final Payment Estimate and Change Order, if any, submitted by the CONTRACTOR to the CITY OF BELLAIRE, TEXAS, whether or not modified, corrected or changed in some way by deletions or other modifications by the PROFESSIONAL, the CONTRACTOR or the OWNER, a copy of which is attached hereto and marked Exhibit "B", is true, correct and accurate; and it is further agreed and stipulated by the undersigned CONTRACTOR that upon the receipt of final payment in the amount as set out on the Final Payment Estimate and Change Order, the CONTRACTOR, by execution of this instrument of release, does, therefore, release and forever discharge the CITY OF BELLAIRE, TEXAS of and from all manner of debts, demands, obligations, suits, liabilities and causes of action of any nature

whatsoever under and by virtue of the terms and provisions of the Contract hereinbefore referred to, and any change or modification thereof, or in any manner growing out of or arising from or by virtue of the work, labor and services performed by the CONTRACTOR.

III.

CONTRACTOR, in addition to the provisions set out in the contract document, agrees to indemnify and hold the CITY OF BELLAIRE, TEXAS harmless from any and all causes of action, claims, demands or suits made by any person or other entity against the CITY OF BELLAIRE, TEXAS, by reason of the work performed by such CONTRACTOR, and agrees to defend or to cause the same to be defended at the CONTRACTOR's sole expense and obligation, whenever such actions may be brought, and further, to pay all costs incurred by the CITY OF BELLAIRE, TEXAS in the defense thereof, including administrative costs and attorney's fees, and further to pay any judgments or settlements which may be entered into or agreed to against or for the benefit of the CITY OF BELLAIRE, TEXAS. It is, however, specifically agreed that the CITY OF BELLAIRE, TEXAS shall not enter into any settlement agreements without the acquiescence and agreement of the CONTRACTOR.

IV.

The CONTRACTOR, acting by and through the person or persons whose names are subscribed hereto, does solemnly swear and affirm that all bills and claims have been paid to all materialmen, suppliers, laborers, subcontractors, or other entities performing

services or supplying materials, and that the CITY OF BELLAIRE, TEXAS shall not be subject to any bills, claims, demands, litigation or suits in connection therewith.

V.

It is further specifically understood and agreed that this Agreement for Final Payment and Contractor's Sworn Release shall constitute a part of the original Contract of the parties heretofore previously referred to, and it is also specifically understood and agreed that this Agreement shall not act as a modification, waiver or renunciation by the CITY OF BELLAIRE, TEXAS of any of its rights or remedies as set out in the contract itself, but this Agreement for Final Payment and Contractor's Sworn Release shall constitute a supplement thereto for the additional protection of the CITY OF BELLAIRE, TEXAS.

VI.

This Agreement for Final Payment and Contractor's Sworn Release shall be considered to be continuing and binding upon the parties hereto and shall not terminate upon receipt and acceptance by the CONTRACTOR of final payment, but shall be deemed continuing so long as any actions, claims or other demands contemplated herein against the CITY OF BELLAIRE, TEXAS, may lawfully be brought under applicable statutes of limitations, and shall in addition be deemed to be continuing for such additional period of time as shall be necessary to compensate and repay to the CITY OF BELLAIRE, TEXAS, all costs or damages incurred by it by reason of such claims.

SIGNED and EXECUTED this, the _____ day of _____
_____, 20 ____.

CONTRACTOR

Signature _____

Print Name: _____

[If CONTRACTOR is a proprietorship, owner must sign; if a partnership, each partner must sign; if a corporation, the following language should be used.]

SIGNED and EXECUTED this, the 16th day of November, 2017, by Gregg T. Reyes, President of
Reytec Construction Resources, Inc., a Texas corporation, under
authority granted to the undersigned by said corporation as contained
in the Charter, By-Laws or Minutes of a meeting of said corporation
regularly called and held.

CONTRACTOR

By: 
President

ATTEST:


Corporate Secretary

(Corporate Seal)

[This form is for use in the event CONTRACTOR is a corporation.]

AFFIDAVIT

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared the persons who signed and executed the above and foregoing Agreement for Final Payment and Contractor's Sworn Release, whose names are set out above, who each, after being by me duly sworn, on their oaths deposed and said:

We each are the persons whose names are subscribed above, and hold respectively the offices in the corporation as set out above, and each state under oath that we have the authority to execute this Agreement for Final Payment and Contractor's Sworn Release for and on behalf of said corporation, pursuant to authority granted to us in the Charter of said corporation, the By-Laws of said corporation and/or the Minutes of said corporation; and the facts, statements and representations as set out in the instrument to which this Affidavit is attached are true and correct.

Am T. Rye
President

SWORN TO AND SUBSCRIBED TO before me this, the 16th day
of November, 2017.



Laura G. Leal
Notary Public, State of Texas
My Commission Expires: 08/26/2018

[This form is for use by either a proprietorship or a partnership. In the event CONTRACTOR is a partnership or a joint proprietorship, additional signature lines should be added for each individual.]

AFFIDAVIT

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared the person or persons whose name(s) are subscribed to the above and foregoing Agreement for Final Payment and Contractor's Sworn Release, who each, after being by me duly sworn, on their oaths deposed and said:

I(We) am(are) the person(s) who signed and executed the above and foregoing Agreement for Final Payment and Contractor's Sworn Release, and I(we) have read the facts and statements as therein set out and the representations as made therein, and I(we) state that the above and foregoing are true and correct.

CONTRACTOR - Affiant

SWORN TO AND SUBSCRIBED TO before me this, the _____ day
of _____, 20__.

Notary Public, State of Texas

My Commission Expires: _____

AFFIDAVIT OF BILLS PAID

**THE STATE OF TEXAS
COUNTY OF HARRIS**

Rusty Pena being first duly sworn, states that he is the Vice President of Reytec Construction Resources, Inc. of Houston, Texas, hereinafter called "Company", and the said Company has performed work and/or furnished materials to City of Bellaire hereinafter called "Owner pursuant to a contract, dated 2-11-2016 with Owner (hereinafter called "Contract") for construction of:

Project: Rebuild Bellaire Phase 5B Reconstruction

That all just and lawful invoices against Company for labor, materials and expendable equipment employed in the performance of the Contract and have been paid in full prior to acceptance of payments from the Owner, and

That the Company agrees to indemnify and hold the Owner and Engineers harmless from liability arising from claims by subcontractors, materialmen and suppliers under Contract, and

That no claims have been made or filed upon the payment bond,

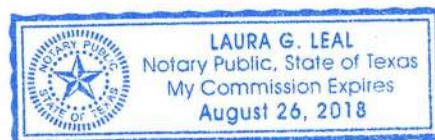
That the Company has not received and claims or notice of claims from the subcontractor, materialmen and suppliers.

By: Rusty Pena
Title: Vice President

**THE STATE OF TEXAS
COUNTY OF HARRIS**

BEFORE ME, The undersigned authority, on this day personally appeared Rusty Pena of Reytec Construction Resources, Inc., a Texas liability company, Known to me to be the person and officer whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of such corporation, for the purpose of consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office on this 16th day of November 2017.



Notary Public Signature

CONSENT OF SURETY TO FINAL PAYMENT

Attachment: Rebuild Bellaire 5B Release of Retainage_Paperwork (2320 : Rebuild Bellaire 5B Release Retainage and Closeout)

**CONSENT OF SURETY
TO FINAL PAYMENT**

PROJECT: Rebuild Bellaire Phase 5B Reconstruction
Bellaire, Texas

TO (Owner): City of Bellaire, Texas
7008 S. Rice Avenue
Bellaire, Texas 77401

BOND NO.: 106296308

BID NO.: 16-002

CONTRACT FOR: Construction

CONTRACTOR: Reytec Construction Resources, Inc.

CONTRACT DATE: February 11, 2016

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
4650 Westway Park Blvd.
Houston, Texas 77041-2036, SURETY,

on bond of

REYTEC CONSTRUCTION RESOURCES, INC.
1901 Hollister Street
Houston, Texas 77080, CONTRACTOR,

hereby approves the final payment to the Contractor. The Surety agrees that such final payment to the Contractor shall not relieve the Surety of any of its obligations to

CITY OF BELLAIRE, TEXAS
7008 S. Rice Avenue
Bellaire, Texas 77401, OWNER,

as set forth in the said Surety's bond.

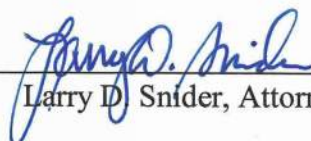
IN WITNESS WHEREOF, the Surety has hereunto set its hand this 14th day of November, 2017.

**TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA**

(Seal)

Witness:


Darlene Mitchell


Larry D. Snider, Attorney-in-Fact

Attachment: Rebuild Bellaire 5B Release of Retainage_Paperwork (2320 : Rebuild Bellaire 5B Release Retainage and Closeout)



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 226123

Certificate No. 006805138

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Norman E. Adams, John A. Prince, Michael Macomber, and Larry D. Snider

of the City of Houston, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 20th day of May, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the 20th day of May, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of November, 2017.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

CONTRACTOR'S ONE YEAR MAINTENANCE BOND

MAINTENANCE BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

Bond No.: 106296308

KNOWN ALL BY THESE PRESENTS: That we Reytec Construction Resources, Inc.,
as Principal, and Travelers Casualty and Surety Company of America, a corporation
organized and existing under the Laws of the State of Connecticut, as Surety, are held
and firmly bound unto City of Bellaire, Texas, a municipal corporation of Harris County, Texas, as Obligee, in the
total sum of Seven Million Eight Hundred Ninety-Eight Thousand Twenty-One and 97/100*****
U.S. Dollars (\$7,898,021.97) for the payment whereof said Principal and Surety bind
themselves, jointly and severally, as provided herein.

WHEREAS, the Principal entered into a contract with the Oblige dated February 11, 2016 for Rebuild Bellaire Phase 5B Reconstruction, Bellaire, Texas, Bid No. 16-002 ("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall maintain and remedy said Work free from defects in materials and workmanship for a period of one (1) year(s) commencing on October 24, 2017 (the "Maintenance Period"), then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one (1) year from the expiration date of the Maintenance Period; provided, however, that if this limitation is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, and said period of limitation shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.

SIGNED this 14th day of November, 2017

Reytec Construction Resources, Inc.
(Principal)

By:

Gregg T. Reyes, President

Travelers Casualty and Surety Company of America

By:

Larry D. Snider

Attorney-in-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 226123

Certificate No. 006805139

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Norman E. Adams, John A. Prince, Michael Macomber, and Larry D. Snider

of the City of Houston, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 20th day of May, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 20th day of May, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

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FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of November, 2017.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

Mayor and Council

Council Chamber, First Floor of City
Hall
Bellaire, TX 77401-4411



Meeting: 12/18/17 07:00 PM
Department: Development Services
Category: Ordinance
Department Head: ChaVonne
Sampson
DOC ID: 2418

SCHEDULED**ACTION ITEM (ID # 2418)**

Item Title:

Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, amending Chapter 33, Telecommunications, Article II, Small Cell Network Facilities, Appendix A to Chapter 33, Design Manual, of the Code of Ordinances of the City of Bellaire, Texas, for the purpose of adding a new section to address regulations related to the placement of small cell network facilities in residentially zoned districts - Submitted by ChaVonne Sampson, Interim Director of Development Services.

Background/Summary:

This item is for the discussion, consideration, and possible action on proposed amendments to Chapter 33, TELECOMMUNICATION, the following change was made to based on the comments from the November 20, 2017 Council Meeting:

K. Installations in Residentially Zoned Districts

Facilities may not be installed in the rights-of-way abutting the front yard or the side of a residentially zoned property.

This request is to allow wireless network companies to place network nodes ("small cell nodes") in the public right-of-way (ROW), as well as to provide rules, regulations, and fee structures to reimburse cities for use of the ROW. The City of Bellaire would retain authority to manage the public ROW to ensure the health, safety, and welfare of the public, but will also require compensation for installing network nodes on poles.

Background

Senate Bill 1004, passed during the regular session and effective September 1, 2017, requires a city to allow access for cellular antennae and related equipment ("small cell nodes") in city rights-of-way, and it also entitles cell companies and others to place equipment on city light poles, traffic poles, street signs, and other poles.

Right-of-Way Management

This will be part of the future right-of-way management ordinance and a permit application process will be created for right-of-way access.

Recommendation

The Interim Director of Development Services recommends approval of the of the small cell ordinance, with modifications as may be required by the Council.

ATTACHMENTS:

- Code Amendment - Ch 33, Telecommunications - Regulations for Small Cell Network (00191877xD8318) (DOCX)
- Exhibit A for Small Cell Ordinance (00191876xD8318) (DOC)
- Amending Appendix A of Chapter 33 - Small Cell Design Manual (DOCX)



ORDINANCE NO. 17-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AMENDING CHAPTER 33, TELECOMMUNICATIONS, OF THE CODE OF ORDINANCES OF THE CITY OF BELLAIRE, TEXAS ("CITY CODE"), FOR THE PURPOSE OF ADDING A NEW ARTICLE, ARTICLE II, TO ADDRESS REGULATIONS RELATED TO SMALL CELL NETWORK FACILITIES IN THE PUBLIC RIGHTS-OF-WAY.

WHEREAS, State Bill No. 1004 ("SB 1004") passed by the Texas Legislature, 85th Regular Session (2017), authorizes certain facilities to be installed in a municipality's public right-of-way; and

WHEREAS, SB 1004 further provides that municipalities retain the authority to manage the public right-of-way to ensure the health, safety and welfare of the public; and

WHEREAS, the City of Bellaire (the "City") wishes to adopt rules to ensure that the City complies with the requirements of SB 1004, and at the same time, protects the health, safety and welfare of the public; and; **NOW, THEREFORE**,

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

Section 1. THAT Chapter 33, Telecommunication, of the Code of Ordinances of the City of Bellaire, Texas is hereby amended to read as set out in Exhibit "A" attached hereto. All other portions of Chapter 33, Telecommunications, of the City Code not specifically amended, deleted, added and/or revised hereby shall remain in full force and effect.

Section 2. THAT all ordinances and parts of ordinances in conflict with this Ordinance are repealed to the extent of conflict only.

Section 3. THAT if any word, phrase, clause, sentence, paragraph, section or other part of this Ordinance or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, neither the remainder of this Ordinance, nor the application of such word, phrase, clause, sentence,

paragraph, section, or other part of this Ordinance to any other persons or circumstances, shall be affected thereby.

Section 4. THAT the City Council officially finds, determines, and declares that a sufficient written notice of the date, hour, place, and subject of each meeting at which this Ordinance was discussed, considered, or acted upon was given in the manner required by the *Texas Open Meetings Act*, as amended, and that each such meeting has been open to the public as required by law at all times during such discussion, consideration, and action. The City Council ratifies, approves, and confirms such notices and the contents and posting thereof.

Section 5. THAT this Ordinance shall be effective immediately upon its adoption by the City Council.

PASSED, APPROVED, and ADOPTED this 20th day of November, 2017.

(SEAL)

ATTEST:

SIGNED:

Tracy L. Dutton, TRMC
City Clerk

Andrew S. Friedberg
Mayor

APPROVED AS TO FORM:

Alan P. Petrov
City Attorney



EXHIBIT "A"
TO
ORDINANCE NO. 17-____
(ATTACHED)

Chapter 33 - TELECOMMUNICATIONS

Article I. – Telecommunication Network Facilities

Sec. 33-1. - Purpose.

The purpose of this ~~chapter~~Article is to establish a competitively neutral policy for the use of the public rights-of-way for the provision of telecommunications services and to enable the city to:

Establish a local policy, with clear local guidelines, standards and time frames for the exercise of local authority with respect to telecommunications providers using the public rights-of-way.

Manage access to the public rights-of-way in order to minimize the congestion, inconvenience, visual impact and other adverse effects, and the costs to the citizens resulting from the placement of telecommunications facilities within the public rights-of-way.

Obtain fair and reasonable compensation to the city for the private commercial use of the public rights-of-way through the collection of nondiscriminatory fees.

Promote competition among telecommunications service providers and encourage the universal availability of advanced telecommunications services to all residents and businesses of the city.

Conserve the limited physical capacity of the public rights-of-way held in public trust by the city.

Assure that the city's current and ongoing costs of granting and regulating private access to and use of the public rights-of-way are fully paid by the persons seeking such access and causing such costs.

Assure that all telecommunications carriers providing facilities or services within the city comply with the ordinances, rules and regulations of the city.

Assure that the city can continue to fairly and responsibly protect the public health, safety and welfare.

Enable the city to discharge its public trust consistent with rapidly evolving federal and state regulatory policies, industry competition and technological development.

Sec. 33-2. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Access line. (1) each switched transmission path of the transmission media within the Rights-of-way extended to the end-user customer's premises network interface within the city that allows delivery of telecommunications service; (2) each loop provided as an unbundled network element to a person pursuant to an agreement under section 252 of the Federal Telecommunications Act of 1996; and (3) each termination point of a nonswitched telephone circuit consisting of transmission media connecting specific locations identified by, and provided to, the end user for the delivery of nonswitched telecommunications service within the city.

Applicant. any person who files an application with the city, under this ~~chapter~~Article, in order to obtain the necessary consent to use or place a telecommunications network within the public rights-of-way of the city whether by means of the person's own facilities or by purchase or lease of one or more network elements from another provider of telecommunications services.

Cable Act. The Cable Communications Policy Act of 1984, 47 USC 532, et seq., as amended.

Cable operator. A person providing or offering to provide "cable service" within the city as that term is defined in the cable act.

Cable service. For the purpose of this ~~chapter~~Article shall have the same meaning provided by the cable act.

Certificated telecommunications utility. A telecommunication provider who is required to obtain or has a certificate of convenience and necessity or a certificate of operating authority or a service provider certificate of operating authority by the Texas Public Utility Regulatory Act of 1995, as amended, (PURA), as those terms are defined by PURA, to provide telecommunication services in the city.

City. The City of Bellaire, Texas, a home-rule municipal corporation.

City manager. The city manager of the City of Bellaire, or his or her designee, charged with the administration and enforcement of this ~~chapter~~Article.

City property. All real property owned by the city, other than public rights-of-way as that term is defined herein, and all other property held in a proprietary capacity by the city, which are not subject to right-of-way licensing and franchising as provided in this title.

City requirements. All laws, rules, regulations, policies and directives of general application of the city, in effect at present or to be adopted in the future by the city council.

Director of public works. The director of the department of the city, or his or her designee, charged with the administration of the public rights-of-way.

Federal Communication Commission or FCC. The federal agency or its successor agency that is the regulatory authority over the telecommunication providers.

Network element. A facility or equipment used in the provision of telecommunications service, such as the local loop, that is on or in the public rights-of-way.

Permit. A permit is the municipal consent granted by the city council to providers to use public rights-of-way to place a telecommunications network within the city as specified by the terms of such permit and consistent with this ~~chapter~~Article

Person. An individual, corporation, association, partnership, joint venture or other entity.

Public rights-of-way. The surface, the air space above the surface, and the area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, easement or similar property within the city. .

Public Utility Commission of Texas or PUC. The Texas state agency having jurisdiction over telecommunications providers.

Telecommunications network or network. All facilities of any kind placed in, on or above the public rights-of-way and used to provide telecommunications services.

Telecommunications service provider or provider. A person, who is required by this ~~chapter~~Article to obtain a permit, or who has been granted the right by a permit to place a telecommunications network within the city in accordance with this ~~chapter~~Article.

Telecommunications services. The transmittal of voice, data, image, graphics and other communications between or among points by wire, fiber optics, or other similar facilities, as well as the rental, lease, or furnishing of the facilities to accomplish such transmittal, but does not include transmissions for long distance purposes (interLATA and intraLATA) or any "wireless service" as defined by law.

Utility infrastructure. All city electric utility distribution poles, transmission structures, ducts and all other city owned or operated transmission structures, distribution conduit, building entry conduit, utility tunnels, manholes, vaults, radio towers, other radio equipment, fiber optic cable capacity and active communications capacity, together with all appurtenant facilities.

Sec. 33-3. - Application for a permit.

Any person proposing to place a telecommunications network within the public rights-of-way shall submit an application to the city manager. The application shall be in a form prescribed by the city manager as generally described below, and shall outline applicant's proposed network and its impact on the public rights-of-way. The city manager may require the following information in the application:

1. The identity of the applicant.
2. A general description of the telecommunications services that will be offered or provided by the applicant over its existing or proposed telecommunications network.
3. A general description of the principal transmission medium that will be used by the applicant to offer or provide such telecommunications services.
4. Preliminary engineering plans, specifications and a network map of the facilities to be located within the city, to the extent available at the time of the application, all in sufficient detail to identify:
 - (a) The location and route requested for any proposed telecommunications network including whether such location and route will be above ground or underground.
 - (b) To the extent known, the location of existing overhead and underground public utility, telecommunication, cable, water, sewer, drainage and other facilities in the public rights-of-way along the proposed route.
 - (c) To the extent known, the location(s), if any, for interconnection with other telecommunications facilities or network's of other telecommunications service providers.
 - (d) To the extent known, the specific trees, structures, improvements, facilities and obstructions, if any, that applicant proposes to temporarily or permanently remove or relocate.
5. A preliminary construction schedule including estimated completion dates.
6. A preliminary traffic control plan in accordance with the Texas Department of Transportation Manual on Uniform Traffic Control Devices if construction activities will result in the blocking of any lanes of traffic in a given area for more than four hours.
7. Information to establish to the city's satisfaction, that the applicant will obtain all other governmental approvals and permits prior to construction and operation of the telecommunications network and prior to offering or providing the telecommunications services including but not limited to any approvals or permits required by the PUC and/or FCC.
8. Whether the applicant intends to provide cable service or other video programming service, such as an open video system, as defined in the cable act, together with sufficient information to determine whether such service is subject to cable franchising under the cable act.
9. Map showing the location of any existing telecommunications network in the city that applicant intends to use or lease other than its own.
10. All fees, deposits or charges required pursuant to this ~~chapter~~ Article.
11. Such other and further information as may reasonably be requested by the city manager in order to protect the city's rights-of-way.
- 3.2. *Authority of the city manager.* The city manager shall administer and enforce compliance with respect to all permits granted under this ~~chapter~~ Article. The city manager shall have the duty to review applications submitted under this ~~chapter~~ Article and formulate recommendations to the

city council regarding a permit for the applicant. a recommendation to city council or a written notice of denial to the applicant shall be given within 120 days after a completed application has been submitted to the city manager, such time frame may be extended for cause. The city manager shall negotiate the terms of permits (consistent with and to the extent not prescribed in this ~~chapter~~Article) for adoption by the city council. The city manager shall consider the following:

- 3.2.1. The capacity of the public rights-of-ways to accommodate the applicant's proposed facilities.
- 3.2.2. The damage or disruption, if any, of public or private facilities, improvements, service, travel or landscaping if the permit is granted.
- 3.2.3. The public interest in minimizing the cost and disruption of construction within the public rights-of-ways.
- 3.2.4. The effect, if any, on public health, safety and welfare if the permit is granted.
- 3.2.5. The effect, if any, on the environment and quality of life within the city if the permit is granted.
- 3.2.6. The availability of alternate routes and/or locations for the proposed facilities.
- 3.2.7. Applicable federal and state telecommunications laws, regulations and policies.
- 3.2.8. The legal authority of the applicant.
- 3.2.9. Such other factors as may demonstrate that the authorization to use the public rights-of-way will serve the community interest.
- 3.3. *City council action* . All permits approved by city council under this ~~chapter~~Article shall incorporate each applicable provision of this ~~chapter~~Article. All new or renewal permits must be approved by city council to be effective. The act of approval, consenting to, amending, denying or terminating permits is a legislative function within the sound discretion of the city council. Any person who is denied a permit or whose permit is terminated must petition the city council for reconsideration before seeking judicial remedies.
- 3.4. *Priority of usage* . In case of conflict or interference between the facilities of different providers, the provider whose facilities were first permitted shall have priority over a competing use of the public rights-of-way.
- 3.5. *No right to use city property or utility infrastructure granted by permit* . The grant of a permit under this ~~chapter~~Article shall not be construed to grant any attachment rights or authorize the use of any city property or utility infrastructure in any manner not specified in the permit without additional compliance by the provider with other applicable city requirements.
- 3.6. *Review is no guarantee of sufficiency*. Review and approval by the city does not constitute a guarantee of sufficiency of the design of the telecommunications network. The applicant retains full responsibility for the adequacy of the design of the telecommunications network.

Sec. 33-4. - Compensation.

- 4.1. *Administrative fee*. To reimburse the city for its initial administrative costs in processing the application each applicant for a new permit or renewal of a permit shall submit a \$5,000.00 administrative fee deposit. the administrative fee is to defray the cost to the city in reviewing and processing the application, and preparing and issuing the permit. If a permit is not granted to the applicant by the city, the city shall reimburse to the applicant that portion of the \$5,000.00 administrative fee deposit determined by the city manager to be in excess of the city's cost in

reviewing and evaluating the application. If a permit is granted, the administrative fee deposit may be recovered by the provider as a credit against the amount of fees payable to the city pursuant to subsection 4.2 during the first year following the effective date of the permit.

4.2 *Public rights-of-way use fees.* Each provider shall pay to the city as compensation for use of the city's rights-of-way, a fee as set forth below.

- (a) *Access line calculation for public rights-of-way use fee.* The provider shall pay to the city a rights-of-way fee that is calculated as of month-end by applying the appropriate line fee to each access line owned, placed, or maintained by provider that is activated for use by an end-user or for another telecommunications service provider that uses provider's services or for facilities for the provision of telecommunications services within the city. The line fee to be applied to each residential access line and each nonresidential access line on a monthly basis shall be the fee structure as established annually by the Texas Public Utilities Commission.
- (b) *Street crossing calculation for public rights-of-way use fee.* Any person whose facilities are located within the city, but are not used to provide telecommunications service within the city by means of access lines upon which line fees are applicable, shall pay the city an annual rights-of-way use fee of:
 - (i) \$2.50 per linear foot for each diameter inch or less of underground conduit or wire and for each .250 diameter inch or less of aerial wire that is in the public rights-of-way per annum; and
 - (ii) \$1,000.00 for the first street crossing and \$250.00 for every street crossing thereafter.

The right-of-way use fee calculated on this basis shall be due and payable to the city on July 15 of every year, prorated as applicable. A report as required by the city manager shall be provided with each annual payment showing the calculation of the payment including the length of the network and whether it is overhead or underground as applicable, and the location of each street crossing.

- (c) Such fees, are to compensate the city for the reasonable rental value of the public rights-of-way used by the provider, and to recover the administrative cost in monitoring and enforcing the provisions of this ~~chapter~~ Article and of the permit. Each permit shall provide that such fee may be adjusted by action of the city council once every three years to properly reflect the then current reasonable rental value of the public rights-of-way and administrative cost to the city.
- 4.3. *Number of access lines.* Subject to the city's agreement not to disclose the information unless required by law, each provider must provide annually, within a reasonable time after receipt of the city's written request, a report showing the number of each type of access line owned or placed and maintained by provider within the city that are activated for end-user customers and other telecommunications service providers at month's end for each of the preceding 12 months. The city agrees that the report shall be used solely for the purpose of verifying the number of the provider's access lines within the city that are activated for end-user customers and telecommunications service providers. Upon written request, the provider shall verify the information in the report and, upon reasonable advance notice, produce to the city and permit inspection by the city of all non-customer-specific records and documents reasonably calculated to verify the information. For purposes of payment of fees for use of the Rights-of-Way, lines terminating at customer's premises that are billed as "Lifeline," "Tel-Assistance," or other service that is required to be similarly discounted pursuant to state or federal law or regulation for the purpose of advancing universal service to the economically disadvantaged shall not be included in the lines upon which the fee is calculated.
- 4.4. *Confidential records.* If the provider notifies the City of the confidential nature of any information, reports, documents, or writings, and such information, reports, document or writings are prominently

labeled as confidential, the City agrees to maintain the confidentiality of the information, reports, documents, and writings to the extent permitted by law. Upon receipt by the city of requests for the provider's confidential information, reports, documents, or writings, the city shall notify the provider of the request in writing by facsimile transmission. The city shall request an attorney general's opinion before disclosing any confidential information, reports, documents or writings and will furnish the provider with copies of attorney general opinion requests it makes pertaining to the provider's confidential information, reports, documents or writings. Upon request by the city, the provider shall provide assistance in preparing and submitting the request for an attorney general's opinion.

- 4.5. *Timing of payment.* Except as provided in section 4.2(b), providers shall remit the rights-of-way use fee on a quarterly basis. The payment shall be due on the 45th day following the close of each calendar quarter for which the payment is calculated.
- 4.6. *Uncollectibles.* Providers have a statutory right to pass through to customers on a pro rata basis any compensation paid to the city for access to the rights-of-way. Any other provision of this article notwithstanding, provider shall not be obligated to pay the city for any access lines for which revenues remain uncollectible.
- 4.7. *Facilities provided to other telecommunications service providers.* To the extent allowed by applicable state and federal law, any telecommunications service providers that purchase unbundled network elements or other facilities for the purpose of rebundling those facilities to create telecommunications service for sale to persons within the city shall pay to the city a rights-of-way fee that is calculated as of month-end by applying the appropriate line fee, as specified in section 4.2(a) above, to each access line created by rebundling services of facilities. Such direct payment to the city is necessary because it is only the person creating the services for resale that will be able to determine the number of access lines being provided, so that the rights-of-way fee imposed herein can be applied on a non-discriminatory basis to all telecommunications service providers that sell telecommunications service within the city. Other provisions of this article notwithstanding, the provider shall not include in its monthly count of access lines any unbundled network elements or other facilities provided to other telecommunications service providers for rebundling into telecommunications services, if the telecommunications service provider that is rebundling those facilities for resale has provided a signed statement to the provider that the telecommunications service provider is paying the access line fees applicable to those rebundled services directly to the city. If provider provides a copy of the signed statement to the city, then provider is absolved of all responsibility for the line fees payable on the telecommunications service, unbundled network elements, and other facilities rebundled for the creation of telecommunications service for sale within the city.
- 4.8. *Fee application to leased facilities.* Pursuant to V.T.C.A., Utilities Code § 54.206, a provider may collect the line fee imposed by the city pursuant to this ordinance through a pro rata charge to the customers in the boundaries of the city, including any other persons who are leasing, reselling or otherwise using the provider's access lines to provide telecommunications service. With respect to any person leasing, reselling, or otherwise using a provider's access lines, if a provider believes it does not have sufficient information to determine the appropriate rate to apply, then the higher line fee shall apply until such time as the person using the access lines provides to the provider sufficient written information to determine the correct line fee. If a person provides sufficient written information for the application of the line fee, providers may bill the person on the basis of the information provided. Provider shall provide to the city any information regarding the locations to which it is providing service or facilities for use by another person for the provision of telecommunications service to end-user customers, so long as city first obtains written permission of such other person for provider to provide the information to the city. Any other provision of this article notwithstanding, however, a provider shall not be liable for underpayment of line fees

resulting from the provider's reliance upon the written information provided by any person that uses provider's service or facilities for the provision of telecommunications service to end-user customers.

- 4.9. *Default.* Notwithstanding any other provision in this ~~chapter~~Article, in the event that full and proper payments due the city under this ~~chapter~~Article or the permit have not been made by a provider within 20 days after the due date, an event of default shall have occurred, in which case the permit may be terminated by the city. Any provider that is found to be in default and whose permit has been terminated for non-payment of fees, may not apply for another permit until all past due fees have been paid.
- 4.10. *No release.* No acceptance of any payment shall be construed as a release of, or an accord or satisfaction of, any claim that the city might have for further or additional sums payable under the terms of this ~~chapter~~Article or a permit, or for any other performance or obligations of provider.
- 4.11. *Other city fees, taxes and charges.* Payments of compensation made by a provider to the city pursuant to this ~~chapter~~Article or a permit shall be considered in addition to, and exclusive of, any and all authorized taxes, business license fees, other fees, other levies or assessments presently in effect, or subsequently adopted, to the extent provided under applicable law.
- 4.12. *Books and records.*
 - 4.12.1. Upon written request from the city manager, providers shall report to the city such other information as the city manager may reasonably require to ensure correct payments to the city are made and shall comply with the city's reasonable determination of forms for reports, the time for reports, the frequency with which any reports are to be made, and if reports are to be made under oath.
 - 4.12.2. Providers shall promptly make available to the city or a city designated representative, its books and records to examine, audit, review and/or obtain copies of the papers, books, accounts, documents, maps, plans and other records of providers pertaining to permits granted under this ~~chapter~~Article to ensure proper payments are made to the city. Providers shall fully cooperate in making available its records and otherwise assisting in these activities.
 - 4.12.3. The city manager may, at any time, make inquiries pertaining to providers' performance of the terms and conditions of a permit. Providers shall respond to such inquiries on a timely basis.

Sec. 33-5. - Transfers of permits.

- 5.1. No permit granted under this ~~chapter~~Article, or any rights or privileges of providers under a permit, either separately or collectively, shall be sold, resold, assigned, transferred or conveyed by providers to any other person, without the prior written consent of the city by ordinance or resolution. Should the provider sell, assign, transfer, convey or otherwise dispose of any of its rights or interests under this permit, without the city's prior consent, the city may revoke the permit for default, in which event all rights and interest of the provider under the permit shall cease.
- 5.2. Any transfer in violation of this section shall be null and void and unenforceable.
- 5.3. A mortgage or other pledge of assets to a bank or lending institution in a bona fide lending transaction shall not be considered an assignment or transfer.
- 5.5. Every permit granted under this ~~chapter~~Article shall specify that any transfer or other disposition of rights which has the effect of circumventing payment of required permit fees and/or evasion of payment of such fees by non-collection or non-reporting of revenues derived from telecommunications services, bartering or any other means which evade the actual collection of revenues for business pursued by a provider is prohibited.

Sec. 33-6. - Obligations of providers regarding the public rights-of-way.

- 6.1. *Compliance with law* . Providers are explicitly subject to the police powers of the city, any other governmental powers, and the city's rights as a property owner under state and federal laws. All work done by providers in connection with the construction, expansion, reconstruction, maintenance or repair of its facilities in the public rights-of-way shall be subject to and governed by all city requirements, and applicable federal and state rules and regulations. Providers shall place certain facilities underground when required by applicable city requirements provided, however, that such requirement may be waived by the city manager should he find that such requirement places an undue burden or expense on the provider without a commensurate benefit to the city, or its residents. For this section, the term "provider" shall also mean a person who controls or manages physical transmission facilities, and all appurtenant equipment, installed in the public rights-of-way.
- 6.2. *Providing timely information*. Upon request, providers shall provide the city timely information as to all matters in connection with or affecting the construction, expansion, reconstruction, removal, maintenance, operation and repair of facilities performed by providers in the public rights-of-way.
- 6.3. *Construction work regulation, maintenance and underground conduit use*.
 - 6.3.1. All excavations and other construction in the public rights-of-way shall be performed in accordance with all applicable city requirements, including the obligation to use trenchless technology whenever possible and economically practical. Furthermore, all such construction shall be undertaken so as to minimize interference with the use of public and private property and in accordance with any direction given by the city under the police and regulatory powers of the city.
 - 6.3.2. In addition to any other city requirements, 30 days prior to the commencement of construction which involves any non-emergency alteration to the surface or the sub-surface of the public rights-of-way, to the extent generally required, providers shall furnish the public works director (or such other officials as the city may designate from time to time) with construction plans and maps showing the routing of any new construction and construction plans. Providers shall not commence non-emergency construction until the plans and drawings have been approved in writing by the public works director. Such approval shall not be unreasonably withheld or delayed and appeal to the city council shall be afforded to the provider.
 - 6.3.3. Upon request by written notice of the city, providers shall promptly remove and abate any facility that is determined by the city to pose a threat to public safety. Providers and the city shall cooperate to the extent possible to assure continuity of service during the removal. If any provider, after notice, fails or refuses to act, the city may remove or abate the same, at the sole cost and expense of such provider which shall be promptly paid to the city, all without compensation or liability for damages to the provider.
 - 6.3.4. Upon completion of initial or any subsequent construction or repair work, providers shall promptly restore the public rights-of-way in accordance with applicable city requirements. Providers may excavate only for the construction, installation, expansion, repair, removal, and maintenance of all or a portion of its telecommunications network.
 - 6.3.5. Except in an emergency, provider shall not excavate any pavement in any public alley or street or significant amounts of any unpaved public right-of-way without first complying with all applicable city requirements.
 - 6.3.6. Within 120 days of completion of each segment of providers' telecommunications network, or any addition thereto, each provider shall supply the city with a complete set of "as built" drawings for that segment or addition in the format in which the provider keeps such records in the normal course of business. Providers shall also obtain the city's approval before any

relocation of providers' telecommunications network in the public rights-of-way. in addition, providers shall provide to the city, upon request, a map of its telecommunications network.

6.4. *Work by others, construction by abutting owners and alterations to conform with public improvements.*

6.4.1. The city reserves the right to lay and permit to be laid, sewer, gas, water, and other pipe lines or cables and conduits, and to do and permit to be done, any underground and overhead work, and any attachment, restructuring or changes in aerial facilities that may be deemed necessary or proper by the city in, across, along, over or under any public street, alley or right-of-way occupied by providers, and to change any curb or sidewalk or the grade of any street.

6.4.2. In the event that, during the term of the permit, the city authorizes abutting landowners to occupy space under the surface of any public street, alley, or right-of-way, such grant to an abutting landowner shall be subject to the rights herein granted to providers. In the event that the city shall close or abandon any public right-of-way, which contains any portion of providers' facilities, any conveyance of land contained in such closed or abandoned public right-of-way shall be subject to the rights herein granted.

6.4.3. During the term of all permits, providers shall be liable to the city for the acts or omissions of any entity used by providers when such entity is involved directly or indirectly in the construction and installation of providers' facilities to the same extent as if the acts or omissions of such entity were the acts or omissions of a provider.

6.4.4. Within 90 days following written notice from the city, providers shall, at their expense, temporarily or permanently remove, relocate, change or alter the position of any of their facilities or telecommunications network that are in the public rights-of-way whenever the city shall have determined that such removal, relocation, change or alteration is necessary for:

(a) The construction, repair, maintenance or installation of any city or other public infrastructure improvement in or upon the public rights-of-way; or

(b) The operations of the city in or upon the public rights-of-way.

Sec. 33-7. - Insurance requirements.

7.1. Providers shall obtain and maintain in full force and effect throughout the term of a permit granted under this ~~chapter~~ Article, insurance with an insurance company licensed to do business in the State of Texas and acceptable to the city as determined by the city manager. All companies will be required to be rated A-VI or better by A.M. Best or A or better by Standard and Poors. Providers shall furnish the city with proof of such insurance so required at the time of filing the application for a permit. The city reserves the right to review these insurance requirements during the effective period of any permit, and to reasonably adjust insurance coverage and their limits when deemed necessary and prudent by the city's risk manager, based upon changes in statutory law, court decisions, or the claims history of the industry or the provider.

7.2. Subject to providers' right to maintain reasonable deductibles in such amounts as are approved by the city's risk manager, providers shall obtain and maintain in full force and effect for the duration of any permit, at providers' sole expense, insurance coverage in the following type and minimum amounts:

Type	Amount
1. Workers' Compensation	Statutory

	Limits
2. Commercial general (public) liability to include coverage for the following where the exposure exists:	
(i) Premises operations	*
(ii) Independent contractors	*
(iii) Products/completed operations	*
(iv) Personal injury	*
(v) Contractual liability	*
(vi) Explosion, collapse and underground property damage	*
3. Comprehensive automobile insurance coverage for loading and unloading hazards, for:	
(i) Owned/leased automobiles	**
(ii) Nonowned automobiles	**
(iii) Hired automobiles	**
4. Pollution liability	\$1,000,000.00
Insurance	per occurrence
(i) Bodily injury	
(ii) Property damage	
(iii) Clean-up cost	

*Combined single limit for bodily injury and property damage of \$10,000,000.00 per occurrence or its equivalent.

**Combined single limit for bodily injury and property damage of \$2,000,000.00 per occurrence or its equivalent.

- 7.3. The city manager shall be entitled, upon request and without expense, to receive copies of certificates of insurance evidencing coverage stated above. The city manager also may make any reasonable requests for deletion, revision or modification of particular policy terms, conditions, limitations or exclusions, except where policy provisions are established by law or relation binding upon either city or a provider or upon the underwriter for any of such policies. Upon request for deletion, revision or modification by the city manager, providers shall accomplish the changes and shall pay the cost thereof.
- 7.4. Providers shall agree that with respect to the above-required insurance, all insurance certificates will contain the following required provisions:
 - (i) Name the city and its officers, employees, board members and elected representatives as additional insureds (as the interests of each insured may appear) as to all applicable coverage;
 - (ii) Provide for 60 days notice to the city for cancellation, non-renewal, or material change;
 - (iii) Provide for notice to both the city manager and the city clerk by certified mail; and
 - (iv) Provide that all provisions of the permit, as amended, concerning liability, duty, and standard of care, including the indemnity section, shall be underwritten by contractual coverage sufficient to include such obligations within applicable policies, subject to policy terms and conditions.
- 7.5. The insurance certificates obtained by providers in compliance with this section 33-7 shall be subject to approval by the city manager, and such proof of insurance shall be filed and maintained with the city manager and the city clerk during the term of the permit, or any extension or renewal thereof, and may be changed from time to time to reflect changing liability limits' as required by the city. Providers shall immediately advise the city attorney of any actual or potential litigation that may develop that would affect insurance coverage related to any permit.
- 7.6. Insurers shall have no right of recovery against the city, it being the intention that the insurance policies shall protect providers and the city and shall be primary coverage for all losses covered by the policies.
- 7.7. The policy clause "other insurance" shall not apply to the city where the city is an insured on the policy.
- 7.8. Companies issuing the insurance policies shall have no recourse against the city for payment of any premiums or assessments which all are set at the sole risk of the providers. Insurance policies obtained by provider shall provide that the issuing company waives all right of recovery by way of subrogation or assignment against the city in connection with any damage covered by these policies.
- 7.9. When presented with adequate financial documentation from the provider and in compliance with applicable state laws, the city manager may accept in lieu of the insurance requirements described above, a self-insurance provision in the permit which provides substantially similar protection to the above requirements.

Sec. 33-8. - Term of permits.

The term of each permit granted under this ~~chapter~~Article shall be subject to specific negotiation with applicants consistent with this ~~chapter~~Article, but in no event shall it exceed ten years.

Sec. 33-9. - Indemnity.

- 9.1. Each provider shall protect, defend, and hold harmless the city, its employees, officers, and legal representatives (collectively in this section, the "city") from any and all third-party claims, demands, and liability, including defense costs, relating in any way to damages, claims, or fines (collectively, "claims") arising by reason of or in connection with:
- (1) The city's actual or alleged negligence arising solely from the grant of, administration of, or operations under this article, including, without limitation, the city's approval of work plans, city inspection of the provider's network facilities or the repair or maintenance thereof, the city's receipt or failure to receive insurance policies, or similar acts or omissions of the city in connection with its rights, duties, or obligations under this article; together with
 - (2) The provider's actual or alleged negligence in the construction, maintenance, or operation of its network facilities in the rights-of-way under this article.
- 9.2. The provider shall not be required to indemnify or pay the defense costs of the city under subsection 9.1 where:
- (1) The claims arise in whole or in part out of the provider's compliance with the city's directives (other than those ordering compliance with applicable laws, ordinances, rules, or regulations) relating to the time, place, or manner of the activities of the provider alleged or found to be negligent; and
 - (2) There is no finding in a final, nonappealable order or judgment that the provider is 51 percent or more at fault.
- 9.3. The provisions of this section shall apply notwithstanding any immunity of the provider under the workers compensation laws of the State of Texas.
- 9.4. Notwithstanding any other provision of this section, the provider shall not be obligated to pay to or on behalf of the city any indemnity, including defense costs, that exceeds in total the greater of \$1.00 per access line or \$1,200,000.00 for any year. The limits set forth in this subsection shall be based on the year in which the claims arise. Any sums paid for or on behalf of the city under this section shall constitute an additional municipal fee under V.T.C.A., Utilities Code §§ 54.204—54.206.
- 9.5. The provisions of this section are solely for the benefit of the city and the provider and are not intended to create or grant any rights, causes of action, or liability, contractual or otherwise, to any person or entity.
- 9.6. Subject to the right of the provider to pass through sums paid under this section, the provisions of this section shall survive the expiration of this article.

Sec. 33-10. - Bond and letter of credit.

- 10.1. Each permit shall contain requirements for construction bonds and/or payment and performance bonds during construction, as necessary to ensure compliance with this ~~chapter~~Article and the permit. The amount of any such bonds shall not exceed the amount necessary to assure that the construction work will be performed in compliance with all applicable city codes.

Sec. 33-11. - Termination of permits.

- 11.1. The city shall reserve the right to terminate any permit and any rights or privileges granted under this ~~chapter~~Article in the event of a breach of the terms and conditions of the permit or of this ~~chapter~~Article, subject to a 30 day written notice and the opportunity to cure the breach during that 30 day period.
- 11.2. A breach shall not be deemed to have occurred if the violation occurs without the fault of a provider or occurs as a result of circumstances beyond its control. Providers shall not be excused

from performance of any of their obligations under this ~~chapter~~Article by economic hardship, nor misfeasance or malfeasance of their managers, officers, agents or employees.

11.3. A termination shall be declared only by a written decision of the city council after an appropriate public proceeding before the city council, which shall accord the provider due process and full opportunity to be heard and to respond to any notice of grounds to terminate. All notice requirements shall be met by giving the provider at least 15 days prior written notice of any public hearing concerning the proposed termination of its permit. Such notice shall state the grounds for termination alleged by city.

11.4. The provision of this section 11 shall not apply to any automatic termination resulting from a default of payment as set forth in section 33-4, above.

Sec. 33-12. - Unauthorized use of public rights-of-way.

12.1. It shall be unlawful for any person to place a telecommunications network or any facilities on, in or over the public rights-of-way, city property, city structures or utility infrastructure unless expressly allowed under this ~~chapter~~Article or the terms of a permit.

12.2. Each unauthorized use shall be deemed to be a distinct and separate offense. Each day a violation of this ~~chapter~~Article continues shall constitute a distinct and separate offense.

12.3. The violation of any provision of this ~~chapter~~Article shall be unlawful and a misdemeanor offense.

Sec. 33-13. - Preemption.

No provision of this ~~chapter~~Article or a permit shall be deemed void or unenforceable as a result of state or federal preemption unless and until so determined by a final, nonappealable order of a state or federal agency or court.

Sec. 33-14. - State law to apply.

14.1. To the extent not in conflict with the federal laws relating to telecommunications, the laws of the State of Texas shall apply to any permit granted under this ~~chapter~~Article and venue for any dispute with respect to such permit shall be in Harris County, Texas.

New Article to be added:Article II. – Small Cell Network FacilitiesSec. 33-101. - Purpose.

The purpose of this Article is to adopt rules to ensure that the City complies with the requirements of State Bill No. 1004 passed by the Texas Legislature, 85th Regular Session (2017), which authorizes certain facilities to be installed in a municipality's public right-of-way, and at the same time, protects the health, safety and welfare of the public.

Sec. 33-012. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Antenna: Communications equipments that transmits or receives electromagnetic radio frequency signals used in the provision of Wireless Services.

Cable Service: as defines in the Cable Communications Policy Act of 1984, as amended 47 U.S.C. 532

City Code: The Code of Ordinances of the City of Bellaire, Texas

City Manager: The City Manager or designee of the City Manager.

Collocate and Collocation: The installation, mounting, maintenance, modification, operation, or replacement of Network Nodes in a Right-of-way on or adjacent to a Pole.

Consumer Price Index: The annual revised Consumer Price Index for All Urban Consumers for Texas, as published by the Federal Bureau of Labor Statistics.

Concealment: Any wireless facility that is covered, blended, painted, disguised, camouflaged, or otherwise concealed such that the wireless facility blends into surrounding environment and is visually unobtrusive. Concealment includes but is not limited to covering with a façade, designs that blend with the surrounding character of an area, paint that matches surrounding Poles, disguising with landscaping, or locating underground.

Decorative Pole: A streetlight Pole specifically designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specifically designed informational or directional signage or temporary holiday or special event attachments have been placed or are permitted to be placed according to City Code.

Design Area: An area that is zoned, or otherwise designated by City Code, and for which the City maintains and enforces unique design and aesthetic standards.

Design Manual: The design requirements in effect at the time of a Permit application, or the commencement of work not required to obtain a Permit, for specific types of Facilities, including any other City requirements, as amended from time to time.

Historic Area: An area that is zoned or otherwise designated as a Historic Area under municipal, State, or Federal Law.

Network Node or Node: Equipment as a fixed location that enables wireless communications between Network Provider equipment and a communications network. The term includes: (i) equipment associated with wireless communications; (ii) a radio transceiver, and Antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and (iii) coaxial or

fiber-optic cable that is immediately adjacent to and directly associated with a particular Collocation; and does not include (i) and electric generator; or (ii) a Pole.

Network Provider: A Person that provides Wireless Service to the public; or a Person that does not provide Wireless Service and that is not an electric utility but builds or installs on behalf of a Person that provides Wireless Service to the public: Network Nodes, Node Support Poles, or any structure that supports or is capable of supporting a Network Node.

New Node Support Pole or New Pole: A new installation, including any extension or replacement of an existing Pole where the replacement is not accepted from Permit requirements under this Article.

New Support Pole: A Pole installed by a Network Provider for the primary purpose of supporting a Network node.

Park: Any property dedicated or used as a Park or for public Park purposes or that may be dedicated or used as a Park or for public Park purposes within the City.

Permit: A written authorization for the use of the Right-of-way including, Collocation on a Service Pole, required from the City before a Network Provider may perform an action under this Article.

Permit Holder: Any Person that has been issued a Permit pursuant to the terms of this Article.

Pole: A Service Pole, Node Support Pole, Utility Pole, or Municipally Owned Utility Pole.

Public Utility: Defined in the Utilities Code Section 11.004, including municipally owner and/or operated utilities.

Right-of-way: The area on, below, or above a public roadway, highway, Street, public sidewalk, alley, waterway, or utility easement in which the municipality has an interest.

Service Pole: A Pole, other than Municipal Owned Utility Pole, owned or operated by a municipality and located in a Right-of-way, including: a Pole that supports traffic control functions; a structure for signage; a Pole that supports lighting; other than a Decorative Pole; and a Pole or similar structure owned or operated by a municipality and supporting Network Nodes.

Street: The portion of the Right-of-way, including highway, designed or used for vehicular traffic, including that part of the Street marked or platted as a bicycle or public transit lane. Street width shall be the of the following measurements: (i) edge of pavement to edge of pavement. Or (ii) curb to curb.

Telecommunications Service: Any “local exchange telephone service” as defined by Section 51.002 of the Texas Utilities Code.

Transport Facility: Each transmission path physically within a Right-of-way, extending with a physical line from a Network Node directly to a network, for the purpose of providing backhaul for Network Nodes.

Wireless Service: Any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, weather at a fixed location or mobile, provided to the public using a Network Node.

Sec. 33-103. – Permit Required

103.1 Application for a Permit. Any person proposing to place a Network Nodes, Node Support Poles, and/or Transport Facilities within the public rights-of-way shall submit an application to the city manager.

The application shall be in a form prescribed by the city manager as generally described below, and shall outline applicant's proposed Facilities and its impact on the public rights-of-way. The city manager may require the following information in the application:

- A. The identity of the applicant, including a 24/7 contact number in case of emergencies.
- B. The name and address of the person to who notices are to be send.
- C. A general description of the services that will be offered or provided by the applicant over its existing or proposed Facilities.
- D. A general description of the type of Facilities that will be used by the applicant to offer or provide such services.
- E. Preliminary engineering plans, specifications and a network map of the Facilities to be located within the city, to the extent available at the time of the application, all in sufficient detail to identify:
 - (1) The location, route, and type of structure requested for any proposed telecommunications network including whether such location and route will be above ground or underground.
 - (2) To the extent known, the location of existing overhead and underground public utility, telecommunication, cablemari, water, sewer, drainage and other facilities in the public rights-of-way within 300 feet of the proposed route.
 - (3) To the extent known, the location(s), if any, for interconnection with other telecommunications facilities or network's of other telecommunications service providers.
 - (4) To the extent known, the specific trees, structures, improvements, pavement, facilities and obstructions, if any, that applicant proposes to temporarily or permanently remove or relocate.
- F. A preliminary construction schedule including estimated completion dates.
- G. A preliminary traffic control plan in accordance with the Texas Department of Transportation Manual on Uniform Traffic Control Devices if construction activities will result in the blocking of any lanes of traffic in a given area for more than four hours.
- H. A traffic control test for line of sight.
- I. When a new pole is proposed, an industry standard pole load analysis certified by a licensed engineer.
- J. Soil tests or geotechnical survey where required.
- K. Information to establish to the city's satisfaction, that the applicant will obtain all other governmental approvals and permits prior to construction and operation of the Facilities and prior to offering or providing the services including but not limited to any approvals or permits required by the PUC and/or FCC.
- L. Map showing the location of any existing Facilities in the city within 500 feet of the proposed location.
- M. Proof of insurance.
- N. All fees, deposits or charges required pursuant to this Article, including permit fee and prorated Right-of-way fee.

- O. Such other and further information as may reasonably be requested by the city manager in order to protect the city's rights-of-way.

103.2. Priority of usage. In case of conflict or interference between the Facilities of different providers, the provider whose Facilities were first permitted shall have priority over a competing use of the public rights-of-way.

103.3. No right to use city property or utility infrastructure granted by permit . The grant of a permit under this Article shall not be construed to grant any attachment rights or authorize the use of any city property or utility infrastructure in any manner not specified in the permit without additional compliance by the provider with other applicable city requirements.

103.4. Review is no guarantee of sufficiency. Review and approval by the city does not constitute a guarantee of sufficiency of the design of the Facilities. The applicant retains full responsibility for the adequacy of the design of the Facilities.

Sec. 33-104. – Exception to Permit Requirement.

104.1 Routine Maintenance. A Network Provider is not required to obtain a permit for routine maintenance of Network Nodes, Node Support Poles, and/or Transport Facilities that does not require excavation or closing of sidewalks or vehicular lanes in the Right-of-way.

104.2 Replacing or Upgrading. A Network Provider is not required to obtain a permit for replacing or upgrading a Network Node or Pole that is substantially similar in size or smaller and that does not require excavation or closing of sidewalks or vehicular lanes in the Right-of-way. For the purposes of Section 104.2:

- A. A new or upgraded Network Node or Node Support Pole is considered “substantially similar” if the equipment, including antenna, will not be more than ten percent (10%) larger and the pole will not be ten percent (10%) higher than the existing, permitted equipment and/or pole.
- B. The replacement of an existing Node Support Pole is not included within Section 104.2.
- C. The replacement or upgrade does not violate concealment requirements for the Network Node or Node Support Pole or height restrictions required in the Design Guide.

104.3 Network Node Strung on Cables. A Network Provider is not required to obtain a permit for the installation, placement, maintenance, operation, or replacement of micro Network Nodes that are strung on cables between existing poles or Node Support Poles, in compliance with the National Electrical Safety Code.

104.4 Notice Required. A Network Provider must provide the City with forty-eight (48) hours advance written notice to the City Manager, or his/her designee, of intent to perform work that does not require a permit.

104.5 Pole Owner Approval. A Network Provider may replace or upgrade a pole only with the approval of the Pole’s owner and written confirmation of such approval shall be submitted to the City with the notice.

104.6 Size Limitations. The size of any upgraded or replaced Network Node or Pole may not exceed the size limitations in the Design Guide.

Sec. 33-105. – Permit and Right-of-way use Fees.

105.1. Permit fee. Except as otherwise provided by Chapter 283 or 284 of the Texas Local Government Code, the Network Provider shall pay to the City a Permit fee that is calculated as of the date of the application for Permit by applying the appropriate Permit fee to each of the Facilities included in the application, in accordance with the City's fee schedule, not to exceed the values provided in the table below.

105.2 Public rights-of-way use fees. The Permit Holder shall pay to the City a Rights-of-way Fee that is calculated in accordance with Chapter 283 or 284 of the Texas Local Government Code, an agreement with the City, or the table below, as applicable. The Rights-of-way fee for Network Nodes, Node Support Poles, and Transport Facilities shall be prorated for the first year in which the Permit is paid, and shall be paid at the time of the Permit application.

<u>Equipment Type</u>	<u>Permit Fee</u>	<u>Rights-of-way Fee</u>
<u>Transport Facilities</u>	<u>\$500 for first 5 Nodes, \$250 for each additional Node</u>	<u>\$28 per month per Node^{1 4}</u>
<u>Network Nodes</u>	<u>\$500 for the first 5 Nodes, \$250 for each additional Node</u>	<u>\$250 per year per Node^{2 3}</u>
<u>Node Support Poles</u>	<u>\$1,000 per Pole</u>	<u>NA</u>

¹ Unless equal or greater amount is paid under Chapter 283 or 284 of the Local Government Code or Chapter 66 of the Utility Code.

² As adjusted by an amount equal to one-half the annual charge, if any, in the Consumer Price Index. The City shall provide written notice to each Network Provider of the new rate; and the rate shall apply to the first payment due to the City on or after the 60th day following the written notice.

³ Collocated Network Nodes on City Service Poles shall also pay an annual Collocation fee at a rate not greater than \$20 per year per Service Pole.

⁴ A Network Provider may not install its own Transport Facilities unless the Provider: (i) has a Permit to use the Right-of-way; and (ii) pays to the City a monthly Right-of-way rate for Transport Facilities in an amount equal to \$28 multiplied by the number of the Network Provider's Network Nodes located in the Right-of-way for which the installed Transport Facilities provide backhaul unless or until the time the Network Provider's payment of fees to the City exceeds its monthly aggregate per-Node compensation to the City. A Network Provider that wants to connect a Network Node to the network using the Right-of-way may: (i) install its own Transport Facilities as provided in this Article; or (ii) obtain transport service from a Person that is paying municipal fees to occupy the Right-of-way that are the equivalent of not less than \$28 per Node per month. A Right-of-way rate required by this Article is in addition to any other Right –of-way rate required by the City.

105.3 Annexation and Disannexation. For the purpose of compensating the City under this Article, a Permit Holder shall start including or excluding structures within an annexed or disannexed area within thirty (30) days of written notice by the City to the Permit Holder of the annexation or disannexation

105.4 Timing of Rights-of-way Fee Payment. Permit Holder shall remit the Rights-of-way Fees on an annual basis, unless otherwise proscribed by Chapter 284 of the Texas Local Government Code or a

written agreement with the City. Unless otherwise mandated by State Law, the payment of Rights-of-way Fees shall be due on January 31st of each year following the year in which a Permit fee and prorated Right-of-way Fee was paid, and each subsequent year until (i) the structures are removed from the Right-of-way and written notice is provided to the City, or (ii) the structures are no longer owned by the Permit Holder and written notice of the new owner's name, address, and phone number are provided to the City.

105.5 Default. Notwithstanding any other provision in this Article, in the event that full and proper payments due the city under this Article or the permit have not been made by a Permit Holder within twenty (20) days after the due date, an event of default shall have occurred, in which case the permit may be terminated by the City. Any provider that is found to be in default and whose permit has been terminated for non-payment of fees, may not apply for another permit until all past due fees have been paid.

105.6 No release. No acceptance of any payment shall be construed as a release of, or an accord or satisfaction of, any claim that the City might have for further or additional sums payable under the terms of this chapter or a permit, or for any other performance or obligations of Permit Holder.

105.7 Confidential records. If the Permit Holder notifies the City of the confidential nature of any information, reports, documents, or writings, and such information, reports, document or writings are prominently labeled as confidential, the City agrees to maintain the confidentiality of the information, reports, documents, and writings to the extent permitted by law. Upon receipt by the City of requests for the Permit Holder's confidential information, reports, documents, or writings, the City shall notify the Permit Holder of the request in writing. The City shall request an attorney general's opinion before disclosing any confidential information, reports, documents or writings and will furnish the provider with copies of attorney general opinion requests it makes pertaining to the Permit Holder's confidential information, reports, documents or writings. Upon request by the City, the Permit Holder shall provide assistance in preparing and submitting the request for an attorney general's opinion.

105.8 Books and records.

- A. Upon written request from the City Manager, Permit Holders shall report to the City such other information as the City Manager may reasonably require to ensure correct payments to the City are made and shall comply with the City's reasonable determination of forms for reports, the time for reports, the frequency with which any reports are to be made, and if reports are to be made under oath.
- B. Permit Holders shall promptly make available to the City or a City designated representative, its books and records to examine, audit, review and/or obtain copies of the papers, books, accounts, documents, maps, plans and other records of Permit Holders pertaining to permits granted under this chapter to ensure proper payments are made to the City. Permit Holders shall fully cooperate in making available its records and otherwise assisting in these activities.
- C. The City Manager may, at any time, make inquiries pertaining to Permit Holders' performance of the terms and conditions of a permit. Permit Holders shall respond to such inquiries on a timely basis.

Sec. 33-106. – Construction Standards

106.1 Advance Notice Required. The City Manger shall be notified forty-eight (48) hours in advance that construction is ready to proceed by either the Permit Holder, their contractor or representative, including the name, address, and phone numbers of the contractor performing the actual construction, and the name and telephone number of the individual who will be available at all times

during construction. Failure to provide the information will result in the suspension of the Permit until the required information is received.

106.2 Conformance to Other Laws. Permit Holders are explicitly subject to the police powers of the city, any other governmental powers, and the city's rights as a property owner under State and Federal laws. All work done by Permit Holders in connection with the construction, expansion, reconstruction, maintenance or repair of its Facilities in the Rights-of-way shall be subject to and governed by all City requirements, and applicable Federal and State rules and regulations.

106.3 Construction work regulation, maintenance and underground conduit use

- A. All excavations and other construction in the public rights-of-way shall be performed in accordance with all applicable City requirements, including the obligation to use trenchless technology whenever possible and economically practical. Furthermore, all such construction shall be undertaken so as to minimize interference with the use of public and private property and in accordance with any direction given by the City under the police and regulatory powers of the City.
- B. In addition to any other city requirements, 30 days prior to the commencement of construction which involves any non-emergency alteration to the surface or the sub-surface of the Rights-of-way, to the extent generally required, Permit Holders shall furnish the City Manager (or such other officials as the City may designate from time to time) with construction plans and maps showing the routing of any new construction and construction plans. Permit Holders shall not commence non-emergency construction until the plans and drawings have been approved in writing by the City Manager. Such approval shall not be unreasonably withheld or delayed and appeal to the City Council shall be afforded to the Permit Holder.
- C. Upon request by written notice of the City, Permit Holders shall promptly remove and abate any Facility that is determined by the City to pose a threat to public safety. Permit Holders and the City shall cooperate to the extent possible to assure continuity of service during the removal. If any Permit Holder, after notice, fails or refuses to act, the city may remove or abate the same, at the sole cost and expense of such Permit Holder which shall be promptly paid to the City, all without compensation or liability for damages to the Permit Holder.
- D. Upon completion of initial or any subsequent construction or repair work, providers shall promptly restore the Rights-of-way in accordance with applicable City requirements. Permit Holders may excavate only for the construction, installation, expansion, repair, removal, and maintenance of all or a portion of its Facilities.
- E. Except in an emergency, provider shall not excavate any pavement in any public alley or street or significant amounts of any unpaved public right-of-way without first complying with all applicable city requirements.
- F. Within 120 days of completion of each segment of Permit Holder's Facilities, or any addition thereto, each Permit Holder shall supply the city with a complete set of "as built" drawings for that segment or addition in the format in which the Permit Holder keeps such records in the normal course of business. Permit Holders shall also obtain the City's

approval before any relocation of Facilities in the Rights-of-way. In addition, Permit Holders shall provide to the City, upon request, a map of its Facilities.

106.4 Work by others, construction by abutting owners and alterations to conform with public improvements.

- A. The City reserves the right to lay and permit to be laid, sewer, gas, water, and other pipe lines or cables and conduits, and to do and permit to be done, any underground and overhead work, and any attachment, restructuring or changes in aerial facilities that may be deemed necessary or proper by the City in, across, along, over or under any public street, alley or Right-of-way occupied by Permit Holders, and to change any curb or sidewalk or the grade of any street.
- B. In the event that, during the term of the permit, the City authorizes abutting landowners to occupy space under the surface of any public street, alley, or right-of-way, such grant to an abutting landowner shall be subject to the rights herein granted to Permit Holders. In the event that the city shall close or abandon any public right-of-way, which contains any portion of Permit Holders' Facilities, any conveyance of land contained in such closed or abandoned public right-of-way shall be subject to the rights herein granted.
- C. During the term of all permits, Permit Holders shall be liable to the City for the acts or omissions of any entity used by Permit Holders when such entity is involved directly or indirectly in the construction and installation of Permit Holders' Facilities to the same extent as if the acts or omissions of such entity were the acts or omissions of a Permit Holder.
- D. Within 90 days following written notice from the City, Permit Holders shall, at their expense, temporarily or permanently remove, relocate, change or alter the position of any of their Facilities that are in the Rights-of-way whenever the City shall have determined that such removal, relocation, change or alteration is necessary for:
 - (1) The construction, repair, maintenance or installation of any City or other public infrastructure improvement in or upon the Rights-of-way; or
 - (2) The operations of the City in or upon the Rights-of-way.

106.5 Workmanship and Notice of Damage. Permit Holders are responsible for the workmanship and any damages caused by a contractor or subcontractor. All Permit Holders shall notify the City Manager immediately of any damage to utilities or other structures, either City or privately owned.

106.6 When Work May Be Performed. All work of any nature or type, either directly or indirectly relating to the placement, layout, grade, construction, or reconstruction of any Facility, improvement, equipment or other thing, along, across, on, over, through, above or under any public street, avenue, alley, Right-of-way, public grounds or public place within the City shall be performed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, with the exclusion of legal holidays. The City Manager may waive the requirements of this section if it appears to him to be in the best interest of the citizens of the City.

Sec. 33-107. – Construction and Maintenance of Structures

107.1 Construction Requirements. Except where expressly provided otherwise by State Law, a Permit Holder shall construct and maintain structures in the Right-of-way in accordance with the Design Manual to ensure structures do not:

- A. Obstruct, impede, or hinder the usual travel or public safety on a Right-of-way;
- B. Obstruct the legal use of a Right-of-way by other Persons;
- C. Violate nondiscriminatory applicable codes;
- D. Violate or conflict with the City's Right-of-way design specifications; or
- E. Violate the Federal Americans with Disabilities Act of 1990 (ADA).

107.2 Design Manual. Structures to which this Article applies must conform to the specifications required by the construction codes and Design Manual as adopted by the City at the time the permit application is submitted.

107.3 Requests for Temporary Moves. Upon request, the Permit Holder shall remove or raise or lower its aerial wires, fiber or cables temporarily to permit the moving of houses or other bulky structures. The expense of such temporary rearrangements shall be raise by the party or parties requesting them and the Permit Holder may require payment in advance. The Permit Holder may require payment in advance. The Permit Holder shall be given not less that forty-eight (48) hours advance notice to arrange for such temporary rearrangements.

107.4 Tree Trimming. The Permit Holder, its contractors and agents have the right, permission and license to trim trees upon and overhanging the Rights-of-way to prevent trees from coming in contact with the Permit Holder's Facilities. When directed by the City, tree trimming shall be done under the supervision and Direction of the City Manager.

Sec. 33-108. – Improperly Installed Structures

108.1 Proper Installation Required. Structures in the Rights-of-way shall be properly installed, repaired, upgraded and maintained. Structures shall be considered to be improperly installed, repaired, upgraded or maintained if:

- A. The installation, repairs, upgrade, or maintenance endangers people;
- B. The structures do not meet the applicable City requirements;
- C. The structures are not capable of being located using standard practices; or
- D. The structures are not located in the proper place in accordance with the plans approved by the City Manager.

108.2 Existing Structures. This Section 33-108 shall not apply to structures installed prior to the effective date of this ordinance unless such structures are repaired or upgraded.

108.3 City review of Poles. When Poles are used, the type of Poles, location, depth, upgrade, etc. shall be subject to review of the City Manager unless otherwise provided by this Article.

Sec. 33-109. – Restoration of Property

109.1 Restoration of Affected Property Required. Permit Holders of the Right-of-way shall restore property affected by construction in the Right-of-way to a condition that is equal to or better than the

condition of the property prior to the performance of the work. This includes, but is not limited to, replacing all natural ground cover with an equal or better type of ground cover damaged during work, either by sodding or seeding, as directed by City Manager.

109.2 Restoration Requirements. Restoration shall be to the reasonable satisfaction of the City Manager. The restoration shall include, but not be limited to:

- A. Installation of all manholes and hand holes, as required;
- B. All bore pits, potholes, trenches, or any other holes shall be covered or barricaded daily;
- C. Leveling of all trenches and backhoe lines; and
- D. Restoration of excavation site to City specifications.

109.3 Locator Flags. All locator flags shall be removed during the cleanup process by the Permit Holder or Permit Holder's contractor at the completion of the work.

Sec. 33-110. – General Terms Applicable to Permit Holders

110.1 Transfer of Permit.

- A. No permit granted under this Article, or any rights or privileges of Network Providers under a permit, either separately or collectively, shall be sold, resold, assigned, transferred or conveyed by providers to any other Person, without the prior written consent of the City. Should the Network Provider sell, assign, transfer, convey or otherwise dispose of any of its rights or interests under this permit, without the City's prior consent, the City may revoke the permit for default, in which event all rights and interest of the Network Provider under the permit shall cease.
- B. Any transfer in violation of this Section 33-110 shall be null and void and unenforceable.
- C. A mortgage or other pledge of assets to a bank or lending institution in a bona fide lending transaction shall not be considered an assignment or transfer.
- D. Every permit granted under this Article shall specify that any transfer or other disposition of rights which has the effect of circumventing payment of required permit fees and/or evasion of payment of such fees is prohibited.

110.2 Not Exclusive. No rights agreed to in this Article by the City shall be exclusive and the City reserves the right to grant franchises, licenses, easements, or permissions to use the Rights-of-way within the City to any Person as the City, in its sole discretion, may determine to be in the public interest.

110.3 Deed Restrictions. A Permit Holder installing Structures in Right-of-way shall comply with private deed restrictions and other private restrictions in the area.

110.4 Cable Service Not Authorized by Permit. A Permit Holder is not authorized to provide Cable Service as a cable operator in the City under this Article, but must first obtain a franchise agreement from the City for that purpose, under such terms and conditions as may be required by Law. A Permit for installation, placement, maintenance, or operation of a Network Node or Transport Facility under this Article shall not confer authorization to provide Cable Service or video service, as defines by Section 66.002, Utilities Code, or Information Service as defined by 47 U.S.C. Section 153, or Wireless Service as defines by 47 U.S.C. Section 153, in the Right-of-way.

110.5 *Interference Not Permitted; Notice and Time for Correction of Interference.* A Network Provider shall ensure that the operation of a Network Node does not cause any harmful radio frequency interference to a Federal Communications Commission-authorized mobile wireless operation of the City operating at the time the Network Node was initially installed or constructed. On written notice, a Network Provider shall take all steps reasonably necessary to remedy any harmful interference. If a Network Provider fails to correct any harmful interference within sixty (60) days of written notice, the City may upon fourteen (14) day advance written notice revoke any and all Permits for the Network Node.

110.6 *Permit Limited.* A Permit provided under this Article does not provide authorization for attachment of a Network Nodes on Poles and other structures owned or operated by investor-owned electric utilities, as defined by Section 31.002, Utilities Code, electric cooperatives, telephone cooperatives, as defined by Section 162.003, Utilities Code, or Wireless providers, as defined by Section 51.001, Utilities Code.

110.7 *Other Requirements.* The City may impose additional requirements on the activities of Network Providers in the Right-of-way to the extent that the regulations are reasonably necessary to protect the health, safety, and welfare of the public.

Sec. 33-111. – Denial and Termination of Permits

111.01 *Denial of a Permit Application.* If the City denies a permit application submitted under this Article, the City must include specific applicable code provisions or other municipal rules, regulations, or other law on which the denial was based. The Network Provider shall have thirty (30) days from the date of denial to cure the deficiencies identified in the denial and resubmit without incurring an additional application fee. The City’s review of the resubmitted application is limited to deficiencies cited in the denial.

111.02 *Termination of a Permit.* The City shall reserve the right to terminate any permit and any rights or privileges granted under this Article in the event of a breach of the terms and conditions of the permit or of this Article, subject to a 30 day written notice and the opportunity to cure the breach during that 30 day period.

111.03 *When a Breach Occurs.* A breach shall not be deemed to have occurred if the violation occurs without the fault of a Network Provider or occurs as a result of circumstances beyond its control. Network Providers shall not be excused from performance of any of their obligations under this chapter by economic hardship, nor misfeasance or malfeasance of their managers, officers, agents or employees.

110.4 *Process For Termination.* A termination shall be declared only by a written decision of the City Council after an appropriate public proceeding before the City Council, which shall accord the provider due process and full opportunity to be heard and to respond to any notice of grounds to terminate. All notice requirements shall be met by giving the Network Provider at least 15 days prior written notice of any public hearing concerning the proposed termination of its permit. Such notice shall state the grounds for termination alleged by City.

110.4 *Does Not Apply for Default of Payment.* The provision of this Section 33-110 shall not apply to any automatic termination resulting from a default of payment as set forth in section 33-105, above.

Sec. 33-112. - Insurance requirements.

112.1 Insurance Required. Network Providers shall obtain and maintain in full force and effect throughout the term of a permit granted under this Article, insurance with an insurance company licensed to do business in the State of Texas and acceptable to the City as determined by the City Manager. All companies will be required to be rated A-VI or better by A.M. Best or A or better by Standard and Poors. Network Providers shall furnish the City with proof of such insurance so required at the time of filing the application for a permit. The City reserves the right to review these insurance requirements during the effective period of any permit, and to reasonably adjust insurance coverage and their limits when deemed necessary and prudent by the City, based upon changes in statutory law, court decisions, or the claims history of the industry or the provider.

112.2 Insurance Coverage Amounts. Subject to Network Providers' right to maintain reasonable deductibles in such amounts as are approved by the City, Network Providers shall obtain and maintain in full force and effect for the duration of any permit, at Network Providers' sole expense, insurance coverage in the following type and minimum amounts:

<u>Type</u>	<u>Amount</u>
<u>1. Workers' Compensation</u>	<u>Statutory Limits</u>
<u>2. Commercial general (public) liability to include coverage for the following where the exposure exists:</u>	
<u>(i) Premises operations</u>	<u>*</u>
<u>(ii) Independent contractors</u>	<u>*</u>
<u>(iii) Products/completed operations</u>	<u>*</u>
<u>(iv) Personal injury</u>	<u>*</u>
<u>(v) Contractual liability</u>	<u>*</u>
<u>(vi) Explosion, collapse and underground property damage</u>	<u>*</u>
<u>3. Comprehensive automobile insurance coverage for loading and unloading hazards, for:</u>	
<u>(i) Owned/leased automobiles</u>	<u>**</u>

<u>(ii) Nonowned automobiles</u>	<u>**</u>
<u>(iii) Hired automobiles</u>	<u>**</u>
<u>4. Pollution liability</u>	<u>\$1,000,000.00</u>
<u>Insurance</u>	<u>per occurrence</u>
<u>(i) Bodily injury</u>	
<u>(ii) Property damage</u>	
<u>(iii) Clean-up cost</u>	

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*Combined single limit for bodily injury and property damage of \$10,000,000.00 per occurrence or its equivalent.

**Combined single limit for bodily injury and property damage of \$2,000,000.00 per occurrence or its equivalent.

112.3 City's Rights to Requests. The City Manager shall be entitled, upon request and without expense, to receive copies of certificates of insurance evidencing coverage stated above. The City Manager also may make any reasonable requests for deletion, revision or modification of particular policy terms, conditions, limitations or exclusions, except where policy provisions are established by law or relation binding upon either City or a Network Provider or upon the underwriter for any of such policies. Upon request for deletion, revision or modification by the City Manager, Network Providers shall accomplish the changes and shall pay the cost thereof.

112.4 Insurance Certificates. Network Providers shall agree that with respect to the above-required insurance, all insurance certificates will contain the following required provisions:

- A. Name the City and its officers, employees, board members and elected representatives as additional insureds (as the interests of each insured may appear) as to all applicable coverage;
- B. Provide for 60 days notice to the City for cancellation, non-renewal, or material change;
- C. Provide for notice to both the City Manager and the City Clerk by certified mail; and
- D. Provide that all provisions of the permit, as amended, concerning liability, duty, and standard of care, including the indemnity section, shall be underwritten by contractual coverage sufficient to include such obligations within applicable policies, subject to policy terms and conditions.

112.5 Insurance Review by the City. The insurance certificates obtained by Network Providers in compliance with this Section 33-112 shall be subject to approval by the City Manager, and such proof of insurance shall be filed and maintained with the City Manager and the City Clerk during the term of the permit, or any extension or renewal thereof, and may be changed from time to time to reflect changing

liability limits' as required by the City. Network Providers shall immediately advise the City Attorney of any actual or potential litigation that may develop that would affect insurance coverage related to any permit.

112.6 No Right to Recovery. Insurers shall have no right of recovery against the city, it being the intention that the insurance policies shall protect Network Providers and the City and shall be primary coverage for all losses covered by the policies.

112.7 Other Insurance Clause. The policy clause "other insurance" shall not apply to the City where the City is an insured on the policy.

112.7 Premiums Not Paid By City. Companies issuing the insurance policies shall have no recourse against the City for payment of any premiums or assessments which all are set at the sole risk of the Network Providers. Insurance policies obtained by Network Provider shall provide that the issuing company waives all right of recovery by way of subrogation or assignment against the city in connection with any damage covered by these policies.

112.8 Self-Insurance. When presented with adequate financial documentation from the Network Provider and in compliance with applicable state laws, the City Manager may accept in lieu of the insurance requirements described above, a self-insurance provision in the permit which provides substantially similar protection to the above requirements.

Sec. 33-113. - Indemnity.

113.1 Indemnification. Each Network Provider shall protect, defend, and hold harmless the City, its employees, officers, and legal representatives (collectively in this section, the "City") from any and all third-party claims, demands, and liability, including defense costs, relating in any way to damages, claims, or fines (collectively, "claims") arising by reason of or in connection with:

- A. The City's actual or alleged negligence arising solely from the grant of, administration of, or operations under this Article, including, without limitation, the City's approval of work plans, City inspection of the Network Provider's Facilities or the repair or maintenance thereof, the City's receipt or failure to receive insurance policies, or similar acts or omissions of the City in connection with its rights, duties, or obligations under this Article; together with
- B. The Network Provider's actual or alleged negligence in the construction, maintenance, or operation of its Facilities in the Rights-of-way under this Article.

113.2 Indemnification Not Required. The Network Provider shall not be required to indemnify or pay the defense costs of the City under Subsection 113.1 where:

- A. The claims arise in whole or in part out of the Network Provider's compliance with the City's directives (other than those ordering compliance with applicable laws, ordinances, rules, or regulations) relating to the time, place, or manner of the activities of the Network Provider alleged or found to be negligent; and
- B. There is no finding in a final, nonappealable order or judgment that the Network Provider is fifty-one percent (51%) or more at fault.

113.3 Immunity of Network Provider. The provisions of this section shall apply notwithstanding any immunity of the Network Provider under the workers compensation laws of the State of Texas.

113.4 Benefit of the City and Network Provider. The provisions of this Section 33-113 are solely for the benefit of the City and the Network Provider and are not intended to create or grant any rights, causes of action, or liability, contractual or otherwise, to any person or entity.

Sec. 33-114. - Bond and letter of credit.

114.1 Bond Requirement. Each permit shall contain requirements for construction bonds and/or payment and performance bonds during construction, as necessary to ensure compliance with this Article and the permit. The amount of any such bonds shall not exceed the amount necessary to assure that the construction work will be performed in compliance with all applicable City Codes.

Sec. 33-115. - Unauthorized Use of Rights-of-way.

115.1 Unauthorized Use. It shall be unlawful for any person to place any Network Nodes, Network Support Poles, or Transport Facilities on, in or over the public rights-of-way, City property, City structures or utility infrastructure unless expressly allowed under this Article or the terms of a permit.

115.2 Deemed an Offense. Each unauthorized use shall be deemed to be a distinct and separate offense. Each day a violation of this Article continues shall constitute a distinct and separate offense.

115.3 Penalty for Each Offense. The violation of any provision of this Article shall be unlawful and a misdemeanor offense.

Sec. 33-116. - State Law to Apply.

116.1 Law and Venue. To the extent not in conflict with the federal laws relating to telecommunications, the laws of the State of Texas shall apply to any permit granted under this Article and venue for any dispute with respect to such permit shall be in Harris County, Texas.

(Addition shown by underline)

Design Manual

I. Introduction

A. Purpose

The following design specifications are required by the City to: (i) prevent obstruction, impediment, or hindrance of the usual travel or public safety on a Right-of-way; (ii) prevent obstruction of the legal use of the Rights-of-way by Network Providers; and (iii) protect health, safety, and welfare of the public.

B. Scope

Any Person that constructs, modifies, maintains, operates, relocates, or removes Network Nodes, Node Support Poles, or Transport Facilities shall conform to the following design specifications and all applicable construction codes of the City. The City Manager shall deny any Permit application that does not strictly conform to the applicable requirements.

C. Definitions

Terms defined in Section 33-102 of the Code of Ordinances of the City of Bellaire, Texas shall have those same meanings when used in this Design Manual.

II. Design Requirements for all Rights-of-way

A. Pole Stability Requirements

Nodes, equipment cabinets, and Poles shall be constructed based on an industry standard pole load analysis completed and submitted to the City indicating that the Service Pole or Network Support Pole to which the Network Node is to be attached will safely support all of the proposed and existing equipment. Documentation shall be completed and submitted to the City indicating that the Pole foundation and anchoring mechanism is (i) sufficient for the types of soil in the proposed location, and (ii) sufficient to withstand typical area wind loads as identified by the adopted construction codes of the City. Poles shall be constructed with foundations based on a (i) soils test if the proposed Pole is over thirty (30) feet in height, or (ii) a geotechnical survey if the proposed Pole is over forty-five (45) feet.

B. Limit on number of Network Nodes per Pole

The number of Network Nodes allowed per Pole shall be limited based on the pole load analysis.

C. Minimum placement height

Network Node equipment placed on a new or existing Pole shall be placed more than twelve (12) feet above ground level. If a Network Node or other equipment is projecting toward the Street, for safety and protection of the public and vehicular traffic, the attachment shall be installed no less than sixteen (16) feet above ground.

D. Equipment size limitations

All Facilities shall be constructed and limited in size in accordance with Section 284.003 of the Texas Local Government Code.

E. Compliance with National Electrical Safety Code

Facilities must be installed in accordance with the National Electrical Safety Code, subject to applicable codes, and any Utility Pole owner's construction standards.

F. New Pole locations and construction requirements

New Poles shall be constructed with breakaway bases and located as close as possible to the outside edge of the Right-of-way. New poles shall be spaced apart from existing poles by no less than one-hundred (100) feet. New poles may not be located within three (3) feet of sidewalks, pedestrian paths or bicycle paths. New Poles may not be located within ten (10) feet of driveways, streets, or highways. New Poles should provide minimum disruption of visibility and site lines for nearby driveways, windows and other existing improvements.

G. Installations near intersections

A Network Provider shall not install structures within one-hundred (100) feet of any intersection, as measured from the closest outside corner of the two intersecting Streets.

H. Installation near schools and parks

For the safety of pedestrians, particularly small children, and to allow full line of sights near school property and Parks, a Network Provider shall not install ground equipment or new Poles within a Right-of-way inside the boundary line of school property or within two-hundred fifty (250) feet of the boundary line of school property. A Network Provider shall not install ground equipment within a Right-of-way inside the boundary line of a Park or within two-hundred fifty (250) feet of the boundary line of a Park.

I. Installation of wires, conduits or cables

Any structures that include wires, conduits, or cables shall be located underground, except where the City Engineer identifies, based on the Permit application, that existing utility or other structures prevent the safe installation of the proposed structures underground. Where wires, conduits, or cables are required to be installed aboveground, they shall be attached to existing Poles where possible and must not hang lower than twelve (12) feet above ground level. New Poles installed to support aboveground wires, conduits, or cables shall comply with all location and construction requirements for new Poles.

J. Installations in utility easements

Facilities may be installed in utility easements where (i) the installation will not interfere with existing or planned utilities, and (ii) the underlying property owner grants written authorization, except where installation of a collocated Network Node does not require installation of any ground equipment.

K. Height limitation

A Network Provider shall ensure that the vertical height of a structure installed in a Right-of-way does not exceed the lesser of : (i) ten (10) feet in height above the tallest existing Utility Pole located within 500 linear feet of the proposed structure in the same Right-of-way; or (ii) fifty-five (55) feet above ground level.

L. Electrical supply

Network Providers shall be responsible for obtaining any required electrical power service to the structures. Network Providers shall not allow or install generators or back-up generators in the Rights-of-way.

III. Designated areas; Rights-of-way management

Network Providers are not required to obtain conditional use permits or other land use approvals for location in City Right-of-way, except as specified in this Section. In addition to the requirements of Section II of this Design Manual, the following requirements shall apply to any Network Nodes, Node

Support Poles, or Transport Facilities to be located in designated areas as described by this Section. A conditional use permit or other land use approval is required in addition to any other Permit required by City Code.

A. Historic Areas/Design Areas with Decorative Poles

A Network Provider must obtain advance written consent from City Council before installing structures in an area of the City that has been designated as a Historic Areas or as a Design Area with Decorative Poles. The City may designate new Historic Areas and Design Areas at a future date.

B. Underground areas

A Network Provider shall comply with undergrounding requirements where applicable, including City ordinances, zoning regulations, State Law, private deed restrictions, and other public or private restrictions, that prohibit installing above ground structures in Right-of-way without first obtaining zoning or land use approval.

C. Parks/residential areas

A Network Provider may not install a new Pole in a Right-of-way without City Council's written consent if the Right-of-way is in a Park or is adjacent to a Street or thoroughfare that is: (i) Not more than 50 feet wide; and (ii) Adjacent to single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions.

D. Designation of areas under this Section

Design Areas with Decorative Poles, Historic Areas, underground areas, Parks, and residential areas shall all be those shown on the Rights-of-way Management Map, as adopted and amended from time to time by City Council. A Network Provider's structures in a particular location shall be subject to the area designations in place at the time of a Permit application for those particular structures. Any area where all Poles within one-thousand (1,000) feet of a proposed location are of a similar design with no additional permanent appurtenances attached are designated by this section as a Design Areas with Decorative Poles, even where such an area is not shown as a Design Area on the Right-of-way Management Map.

E. Land Use Approval process

The following shall constitute the process for obtaining advance written consent of City Council or land use approval for installation of any structures required to obtain such approval by this Design Manual.

- (1) Application. The Network Provider shall submit an application for conditional use permit, in addition to any other Permits required for construction of structures and use of the Rights-of-way. This conditional use permit application shall include documentation for the following:
 - a. Plans or design specifications compliant with specific design criteria for an area;
 - b. A Permit fee;
 - c. The locations of all other buildings, structures, Facilities and Poles located within 1,000 feet of the proposed location; and
 - d. At least one photo of the nearest Pole to the proposed location.
- (2) Processing. The Network Provider's application for conditional use permit shall be processed for review by the City's planning and zoning commission and the City Council using the City's standard of notice procedures, administrative processes, and scheduling procedures for zoning applications.

(3) Evaluation criteria. Conditional use permit applications for Facilities shall be evaluated using only the following criteria:

- a. Alternative locations available within 1,000 feet for the specific type of structure being requested;
- b. Concealment measures proposed for minimizing the impact of the proposed structures on surrounding land uses; and
- c. Conditions to the Permit requested by landowners within 200 feet of the proposed location.

Conditional use permits where the proposed plans for Facilities meet the design criteria for a proposed location should be granted for that location or an alternate location within 1,000 feet, as determined by City Council.

IV. Design requirements in underground areas

All Facilities must be installed underground, or obtain land use approval in accordance with Section III E. of this Design Manual to install aboveground Facilities, in designated underground areas, including areas where utilities are required to be installed underground by City ordinance, zoning regulations, State Law, private deed restrictions and other public or private restrictions that prohibit installing above ground utilities or structures in a public Right-of-way without first obtaining zoning or land use approval. Areas may be designated from time to time by the City as underground areas in accordance with the filed plats, and or conversions of overhead to underground areas, as may be allowed by Law.

V. Design requirements in historic and Design Areas

A. Concealment measures required

As a condition for land use approval of structures in Design Areas with Decorative Poles in a Historic Area, the City shall require Concealment measures for any above ground structures. Any request for installations in designated areas must be accompanied with proposed Concealment measures that are similar to an existing structure that is 1) within the area, 2) within 1,000 feet of the proposed location, and 3) is not a nonconforming structure. Structures shall be constructed and maintained in compliance with all City, State, and Federal historic preservation laws and requirements.

B. Concealment shall comply with other City Code requirements

Where a Network Provider is required to employ Concealment measures, the Network Provider shall comply with other City Code requirements, including coning, where applicable. Colors in designated areas must be approved by the City Manager from a palette of approved colors for that area. Unless otherwise provided, all colors shall be earth tones or shall match the background of any structure the Facilities are located upon and all efforts shall be made for the colors to be inconspicuous.

VI. Design requirements in Parks and residential areas

A Network Provider may not install a new Pole in a Right-of-way without City Council's written consent obtained in accordance with Section III E. of this Design Manual if the Right-of-way is in a Park or is adjacent to a Street or thoroughfare that is: (i) Not more than 50 feet wide; and (ii) Adjacent to single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions.

VII. Administrative hearing

Should a Network Provider desire to deviate from any of the standards set forth in this Design Manual, to appeal an interpretation by City staff of the City regulations applicable to structures located in the Rights-of-way, or allege a specific provisions of this Design Manual is inconsistent with State or

Federal Law as applied specifically to that Network Provider, the Network Provider may request an administrative hearing before a board of appeals. The Board of Adjustments shall act as the board of appeals for a request for a variance or appeal of administrative decision. The process before the Board of Adjustments for an application, hearing and vote shall follow the procedure set out in the Board of Adjustments Rules of Procedure.

VIII. Unauthorized and improperly located structures

If any structures are installed in a location that has not obtained a Permit, that impedes pedestrian or vehicular traffic, or that obstructs the legal use of a Right-of-way by utility providers, then the Network Provider shall promptly remove the structures. After thirty (30) days advance written notice to remove unauthorized or improperly located structures, the City may remove and dispose of structures that remain unauthorized or improperly located.

(Addition shown by underline)



ORDINANCE NO. 17-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AMENDING CHAPTER 33, TELECOMMUNICATIONS, ARTICLE II, SMALL CELL NETWORK FACILITIES, APPENDIX A TO CHAPTER 33, DESIGN MANUAL, OF THE CODE OF ORDINANCES OF THE CITY OF BELLAIRE, TEXAS, FOR THE PURPOSE OF ADDING A NEW SECTION TO ADDRESS REGULATIONS RELATED TO THE PLACEMENT OF SMALL CELL NETWORK FACILITIES IN RESIDENTIALLY ZONED DISTRICTS.

WHEREAS, State Bill No. 1004 ("SB 1004") passed by the Texas Legislature, 85th Regular Session (2017), authorizes certain small cell network facilities to be installed in a municipality's public right-of-way; and

WHEREAS, SB 1004 further provides that municipalities retain the authority to manage the public right-of-way to ensure the health, safety and welfare of the public; and

WHEREAS, the City Council of the City of Bellaire, Texas (the "City Council") pursuant to Ordinance No. 17-072 adopted on November 20, 2017, enacted certain rules and regulations relating to small cell network facilities specifically being *Chapter 33, Telecommunications, Article II, Small Cell Network Facilities, Appendix A to Chapter 33, Design Manual*, of the *Code of Ordinances* of the City of Bellaire, Texas (the "Design Manual"); and

WHEREAS, the City Council wishes to amend the Design Manual for the purpose of adding a new section related to the placement of small cell network facilities in residentially zoned districts; **NOW, THEREFORE**,

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

Section 1. THAT the *Design Manual* found as *Appendix A to Chapter 33, Telecommunications*, of the *Code of Ordinances* of the City of Bellaire, Texas is hereby amended to read as set out in Exhibit "A" attached hereto. All other portions of the *Design*

Manual not specifically amended, deleted, added and/or revised hereby shall remain in full force and effect.

Section 2. THAT all ordinances and parts of ordinances in conflict with this Ordinance are repealed to the extent of conflict only.

Section 3. THAT if any word, phrase, clause, sentence, paragraph, section or other part of this Ordinance or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, neither the remainder of this Ordinance, nor the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Ordinance to any other persons or circumstances, shall be affected thereby.

Section 4. THAT the City Council officially finds, determines, and declares that a sufficient written notice of the date, hour, place, and subject of each meeting at which this Ordinance was discussed, considered, or acted upon was given in the manner required by the *Texas Open Meetings Act*, as amended, and that each such meeting has been open to the public as required by law at all times during such discussion, consideration, and action. The City Council ratifies, approves, and confirms such notices and the contents and posting thereof.

Section 5. THAT this Ordinance shall be effective immediately upon its adoption by the City Council.

PASSED, APPROVED, and ADOPTED this 18th 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



EXHIBIT "A"
TO
ORDINANCE NO. 17-____
(ATTACHED)

Design Manual

I. Introduction

A. Purpose

The following design specifications are required by the City to: (i) prevent obstruction, impediment, or hindrance of the usual travel or public safety on a Right-of-way; (ii) prevent obstruction of the legal use of the Rights-of-way by Network Providers; and (iii) protect health, safety, and welfare of the public.

B. Scope

Any Person that constructs, modifies, maintains, operates, relocates, or removes Network Nodes, Node Support Poles, or Transport Facilities shall conform to the following design specifications and all applicable construction codes of the City. The City Manager shall deny any Permit application that does not strictly conform to the applicable requirements.

C. Definitions

Terms defined in Section 33-102 of the Code of Ordinances of the City of Bellaire, Texas shall have those same meanings when used in this Design Manual.

II. Design Requirements for all Rights-of-way

A. Pole Stability Requirements

Nodes, equipment cabinets, and Poles shall be constructed based on an industry standard pole load analysis completed and submitted to the City indicating that the Service Pole or Network Support Pole to which the Network Node is to be attached will safely support all of the proposed and existing equipment. Documentation shall be completed and submitted to the City indicating that the Pole foundation and anchoring mechanism is (i) sufficient for the types of soil in the proposed location, and (ii) sufficient to withstand typical area wind loads as identified by the adopted construction codes of the City. Poles shall be constructed with foundations based on a (i) soils test if the proposed Pole is over thirty (30) feet in height, or (ii) a geotechnical survey if the proposed Pole is over forty-five (45) feet.

B. Limit on number of Network Nodes per Pole

The number of Network Nodes allowed per Pole shall be limited based on the pole load analysis.

C. Minimum placement height

Network Node equipment placed on a new or existing Pole shall be placed more than twelve (12) feet above ground level. If a Network Node or other equipment is projecting toward the Street, for safety and protection of the public and vehicular traffic, the attachment shall be installed no less than sixteen (16) feet above ground.

D. Equipment size limitations

All Facilities shall be constructed and limited in size in accordance with Section 284.003 of the Texas Local Government Code.

E. Compliance with National Electrical Safety Code

Facilities must be installed in accordance with the National Electrical Safety Code, subject to applicable codes, and any Utility Pole owner's construction standards.

F. New Pole locations and construction requirements

New Poles shall be constructed with breakaway bases and located as close as possible to the outside edge of the Right-of-way. New poles shall be spaced apart from existing poles by no less than one-hundred (100) feet. New poles may not be located within three (3) feet of sidewalks, pedestrian paths or bicycle paths. New Poles may not be located within ten (10) feet of driveways, streets, or highways. New Poles should provide minimum disruption of visibility and site lines for nearby driveways, windows and other existing improvements.

G. Installations near intersections

A Network Provider shall not install structures within one-hundred (100) feet of any intersection, as measured from the closest outside corner of the two intersecting Streets.

H. Installation near schools and parks

For the safety of pedestrians, particularly small children, and to allow full line of sights near school property and Parks, a Network Provider shall not install ground equipment or new Poles within a Right-of-way inside the boundary line of school property or within two-hundred fifty (250) feet of the boundary line of school property. A Network Provider shall not install ground equipment within a Right-of-way inside the boundary line of a Park or within two-hundred fifty (250) feet of the boundary line of a Park.

I. Installation of wires, conduits or cables

Any structures that include wires, conduits, or cables shall be located underground, except where the City Engineer identifies, based on the Permit application, that existing utility or other structures prevent the safe installation of the proposed structures underground. Where wires, conduits, or cables are required to be installed aboveground, they shall be attached to existing Poles where possible and must not hang lower than twelve (12) feet above ground level. New Poles installed to support aboveground wires, conduits, or cables shall comply with all location and construction requirements for new Poles.

J. Installations in utility easements

Facilities may be installed in utility easements where (i) the installation will not interfere with existing or planned utilities, and (ii) the underlying property owner grants written authorization, except where installation of a collocated Network Node does not require installation of any ground equipment.

K. Installations in Residentially Zoned Districts

Facilities may not be installed in the rights-of-way abutting the front yard or the side of a residentially zoned property.

L. Height limitation

A Network Provider shall ensure that the vertical height of a structure installed in a Right-of-way does not exceed the lesser of : (i) ten (10) feet in height above the tallest existing Utility Pole located within 500 linear feet of the proposed structure in the same Right-of-way; or (ii) fifty-five (55) feet above ground level.

M. Electrical supply

Network Providers shall be responsible for obtaining any required electrical power service to the structures. Network Providers shall not allow or install generators or back-up generators in the Rights-of-way.

III. Designated areas; Rights-of-way management

Network Providers are not required to obtain conditional use permits or other land use approvals for location in City Right-of-way, except as specified in this Section. In addition to the requirements of Section II of this Design Manual, the following requirements shall apply to any Network Nodes, Node Support Poles, or Transport Facilities to be located in designated areas as described by this Section. A conditional use permit or other land use approval is required in addition to any other Permit required by City Code.

A. Historic Areas/Design Areas with Decorative Poles

A Network Provider must obtain advance written consent from City Council before installing structures in an area of the City that has been designated as a Historic Areas or as a Design Area with Decorative Poles. The City may designate new Historic Areas and Design Areas at a future date.

B. Underground areas

A Network Provider shall comply with undergrounding requirements where applicable, including City ordinances, zoning regulations, State Law, private deed restrictions, and other public or private restrictions, that prohibit installing above ground structures in Right-of-way without first obtaining zoning or land use approval.

C. Parks/residential areas

A Network Provider may not install a new Pole in a Right-of-way without City Council's written consent if the Right-of-way is in a Park or is adjacent to a Street or thoroughfare that is: (i) Not more than 50 feet wide; and (ii) Adjacent to single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions.

D. Designation of areas under this Section

Design Areas with Decorative Poles, Historic Areas, underground areas, Parks, and residential areas shall all be those shown on the Rights-of-way Management Map, as adopted and amended from time to time by City Council. A Network Provider's structures in a particular location shall be subject to the area designations in place at the time of a Permit application for those particular structures. Any area where all Poles within one-thousand (1,000) feet of a proposed location are of a similar design with no additional permanent appurtenances attached are designated by this section as a Design Areas with Decorative Poles, even where such an area is not shown as a Design Area on the Right-of-way Management Map.

E. Land Use Approval process

The following shall constitute the process for obtaining advance written consent of City Council or land use approval for installation of any structures required to obtain such approval by this Design Manual.

- (1) *Application.* The Network Provider shall submit an application for conditional use permit, in addition to any other Permits required for construction of structures and use of the Rights-of-way. This conditional use permit application shall include documentation for the following:

- a. Plans or design specifications compliant with specific design criteria for an area;
- b. A Permit fee;

- c. The locations of all other buildings, structures, Facilities and Poles located within 1,000 feet of the proposed location; and
 - d. At least one photo of the nearest Pole to the proposed location.
- (2) *Processing.* The Network Provider's application for conditional use permit shall be processed for review by the City's planning and zoning commission and the City Council using the City's standard of notice procedures, administrative processes, and scheduling procedures for zoning applications.
- (3) *Evaluation criteria.* Conditional use permit applications for Facilities shall be evaluated using only the following criteria:
- a. Alternative locations available within 1,000 feet for the specific type of structure being requested;
 - b. Concealment measures proposed for minimizing the impact of the proposed structures on surrounding land uses; and
 - c. Conditions to the Permit requested by landowners within 200 feet of the proposed location.

Conditional use permits where the proposed plans for Facilities meet the design criteria for a proposed location should be granted for that location or an alternate location within 1,000 feet, as determined by City Council.

IV. Design requirements in underground areas

All Facilities must be installed underground, or obtain land use approval in accordance with Section III E. of this Design Manual to install aboveground Facilities, in designated underground areas, including areas where utilities are required to be installed underground by City ordinance, zoning regulations, State Law, private deed restrictions and other public or private restrictions that prohibit installing above ground utilities or structures in a public Right-of-way without first obtaining zoning or land use approval. Areas may be designated from time to time by the City as underground areas in accordance with the filed plats, and or conversions of overhead to underground areas, as may be allowed by Law.

V. Design requirements in historic and Design Areas

A. Concealment measures required

As a condition for land use approval of structures in Design Areas with Decorative Poles in a Historic Area, the City shall require Concealment measures for any above ground structures. Any request for installations in designated areas must be accompanied with proposed Concealment measures that are similar to an existing structure that is 1) within the area, 2) within 1,000 feet of the proposed location, and 3) is not a nonconforming structure. Structures shall be constructed and maintained in compliance with all City, State, and Federal historic preservation laws and requirements.

B. Concealment shall comply with other City Code requirements

Where a Network Provider is required to employ Concealment measures, the Network Provider shall comply with other City Code requirements, including coning, where applicable. Colors in designated areas must be approved by the City Manager from a palette of approved colors for that area. Unless otherwise provided, all colors shall be earth tones or shall match the background of any structure the Facilities are located upon and all efforts shall be made for the colors to be inconspicuous.

VI. Design requirements in Parks and residential areas

A Network Provider may not install a new Pole in a Right-of-way without City Council's written consent obtained in accordance with Section III E. of this Design Manual if the Right-of-way is in a Park or is adjacent to a Street or thoroughfare that is: (i) Not more than 50 feet wide; and (ii) Adjacent to single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions.

VII. Administrative hearing

Should a Network Provider desire to deviate from any of the standards set forth in this Design Manual, to appeal an interpretation by City staff of the City regulations applicable to structures located in the Rights-of-way, or allege a specific provisions of this Design Manual is inconsistent with State or Federal Law as applied specifically to that Network Provider, the Network Provider may request an administrative hearing before a board of appeals. The Board of Adjustments shall act as the board of appeals for a request for a variance or appeal of administrative decision. The process before the Board of Adjustments for an application, hearing and vote shall follow the procedure set out in the Board of Adjustments Rules of Procedure.

VIII. Unauthorized and improperly located structures

If any structures are installed in a location that has not obtained a Permit, that impedes pedestrian or vehicular traffic, or that obstructs the legal use of a Right-of-way by utility providers, then the Network Provider shall promptly remove the structures. After thirty (30) days advance written notice to remove unauthorized or improperly located structures, the City may remove and dispose of structures that remain unauthorized or improperly located.

(Addition shown by underline)

Mayor and Council

Council Chamber, First Floor of City
Hall
Bellaire, TX 77401-4411



Meeting: 12/18/17 07:00 PM
Department: City Manager's Office
Category: Report
Department Head: Paul A. Hofmann
DOC ID: 2425

**SCHEDULED
ACTION ITEM (ID # 2425)**

Item Title:

Consideration of and possible action on a recommendation from the Building and Standards Commission to direct the City Manager to forego the current approach to install 5 foot wide sidewalks in residential areas, until such time that the matter can be further addressed by the City Engineer and appropriate consultants - Submitted by David R. Montague, Council Member, on behalf of the Building and Standards Commission.

Background/Summary:

The Council has received the attached letter from the Building and Standards Commission which includes a recommendation to direct the City Manager to install 4 foot sidewalks.

Previous Council Action Summary:

N/A

Fiscal Impact:

Not determined.

City Attorney Review:

N/A

Recommendation:

Consider the recommendation from the BCS and provide direction as appropriate.

ATTACHMENTS:

- Letter to City Council - Sidewalks (PDF)

Building and Standards Committee City of Bellaire

November 16, 2017

Bellaire City Council
7008 S. Rice Avenue
Bellaire Texas 77401

Dear City Council Members,

On June 6, 2016, City Council passed a resolution amending the city Code to require that all new construction include the installation of sidewalks. See amended ordinance, Section 9-22, attached. Since that time, the city Engineer has required that all such sidewalks be five feet wide.

The Building Standards Commission has been studying the issue of the width of sidewalks in residential areas. The Building Standards Commission reviewed numerous reports and recommendations generated by experts in highways and roads, and by experts in the Americans with Disabilities Act.

It is our conclusion that, while five-foot wide sidewalks should be constructed in commercial and governmental areas, four-foot wide sidewalks should be installed in most residential areas. The four-foot standard should be flexible so that where there is a lot of pedestrian traffic, the City can require five-foot wide sidewalks.

The reasons the Commission is making the recommendation are:

- that there are currently many four-foot sidewalk sections in residential areas, and we are concerned that having stretches of sidewalk that are partially four feet wide and partially five feet wide will create safety hazards;
- such patchwork sidewalks would be unsightly;
- the additional impermeable surfaces created by the installation of five foot wide sidewalks will contribute to the lack of water absorption, which is a cause of flooding in Bellaire;
- There is a significant cost to building five foot wide sidewalks as opposed to four foot wide sidewalks.

The Building and Standards Commission therefore recommends that the City Council direct the City Manager to forego the directive to install 5 foot wide sidewalks, until such time that the matter can be further addressed by the appropriate consultants.

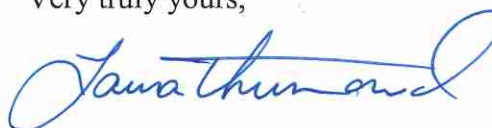
The construction of sidewalks cannot always be uniform from one property to the next. Some of the items that can affect the construction of a sidewalk are existing trees and landscaping, improvements, such as drainage features. It would be preferable if all residential sidewalks could be straight, but in some cases a sidewalk should be constructed to go around an

Bellaire City Council
11/16/17
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obstruction. Likewise, it is generally recommended that for safety reasons sidewalks should not be placed right next to a curb. However, in some cases this may be necessary.

The City has hired consultants to address sidewalk design issues. The City should direct the consultants, and the City Engineer, to devise some guidelines and designs for the construction of sidewalks in residential areas, addressing situations involving obstructions, heavy traffic, and sidewalks that must be constructed next to curbs.

Very truly yours,



Laura Thurmond, Chair
Building Standards Commission

cc: Mr. Paul Hofmann, City Manager
Building Standards Commission

Attachment: Letter to City Council - Sidewalks (2425 : BSC Recommendation)

Mayor and Council

Council Chamber, First Floor of City
Hall
Bellaire, TX 77401-4411



Meeting: 12/18/17 07:00 PM
Department: City Manager's Office
Category: Ordinance
Department Head: Paul A. Hofmann
DOC ID: 2395

**SCHEDULED
ORDINANCE (ID # 2395)**

Item Title:

Consideration of and possible action on a request from the Public Works; Parks, Recreation, and Facilities; and Police Departments for City Council approval to purchase fourteen (14) vehicles, and authorizing the City Manager of the City of Bellaire, Texas to execute, for and on behalf of the City of Bellaire, Texas, any and all necessary documentation associated with the purchase of six (6) Ford F-150 trucks, three (3) Ford F-250 trucks, two (2) Ford Interceptor SUVs, and one (1) Ford Interceptor Sedan from Sam Pack's Five Star Ford in the amount of \$345,961.00; one (1) Chevrolet Tahoe from Caldwell County Chevrolet in the amount of \$35,063.00; and one (1) Ford F-250 truck from Silsbee Ford in the amount of \$31,685.00 – Submitted by Shawn Cox, Administrative Services Manager, City Manager's Office.

Background/Summary:

With the approval of the FY 2018 Budget, the City Council provided \$665,500 in funding for Vehicle Replacement. The FY 2018 Budget identified three (3) patrol vehicles, one (1) command vehicle, and one (1) animal control vehicle from the Police Department; two (2) pickup trucks from the Public Works Department; and one (1) pickup truck from Parks Recreation and Facilities Department, to be replaced.

As a result of the Hurricane Harvey flood event, the City lost fourteen (14) fleet vehicles that were in operation. Of the fourteen, eleven (11) were from Public Works, and three (3) were from Parks Recreation, and Facilities. Of the three (3) vehicles in both departments scheduled to be replaced, two (2) were flooded and totaled during Hurricane Harvey (563WD and 564PR).

It is the intent of this ordinance to replace all the Parks, Recreation, and Facilities trucks flooded during the event, and six (6) of the Public Works trucks. Additionally, this ordinance will authorize the purchase of the Police vehicles scheduled for replacement. There were no Police vehicles flooded.

These vehicles will be purchased utilizing the City's cooperative purchasing agreements with The Texas Comptroller of Public Accounts (TXSmart Buy) and with HGACBuy. The contracts being utilized for the purchases are:

- Sam Pack's Five Star Ford: HGACBuy VE11-15 (PD Sedan & SUV)
Smart Buy 072-A1 (Parks & PW trucks)
- Caldwell Country Chevrolet: HGACBuy VE11-15 (PD Tahoe)
- Silsbee Ford: HGACBuy VE11-15 (PD F-250)

Traditionally the Public Works Department has equipped its field personnel with single cab (2 door) pick-up trucks. Many organizations have elected to go to a crew cab (4 door) cab configuration. The benefits of crew cab trucks are increased operational efficiency relative to personnel capacity as well as the addition of more lockable secure storage. Further, crew cab pickup trucks traditionally have a higher resale value than single cab trucks. The crew

cab configuration costs approximately 5% more than a comparably equipped single cab, but the benefits and expected resale value make up for that expenditure.

Previous Council Action Summary:

- November 5, 1990 - Adopted Ordinance No. 90-076 entering into a Cooperative Purchasing agreement with HGACBuy
- May 17, 1999 - Adopted Resolution No. 99-06 entering into a Cooperative Purchasing agreement with The Texas Comptroller of Public Account (TXSmart Buy)
- September 18, 2017 - Adopted Ordinance 17-057 approving the FY 2018 Budget

Fiscal Impact:

Over the next few months we will be working to revise the vehicle replacement plan to reflect a less aggressive approach to vehicle replacement funding. The City has received \$290,723.00 from the risk pool for the replacement of flooded vehicles. The replacement plan will need to be adjusted to reflect the off-schedule replacement of flooded vehicles. We may also be able to reduce the public works fleet due to the use of crew cab pick-ups.

The total costs for the purchase of the vehicles identified is \$412,709.00. Including the costs to outfit PD's vehicles (\$97,348.00) the total costs for the purchase of vehicles totals \$510,057.00.

Attached are two tables that indicate FY 2018 estimated activity in the vehicle and equipment replacement fund as compared to the adopted FY 2018 budget.

Recommendation:

Shawn Cox, Administrative Services Manager, recommends approval of this item as explained in this staff report and the attached ordinance.

ATTACHMENTS:

- Vehicle Purchase - Ordinance (DOC)
- FY 2018 Vehicle Purchase - Quotes (PDF)
- Budget Tables (PDF)



ORDINANCE NO. 17-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, APPROVING A REQUEST FROM THE BELLAIRE PUBLIC WORKS; PARKS, RECREATION, AND FACILITIES; AND THE POLICE DEPARTMENTS FOR CITY COUNCIL APPROVAL TO PURCHASE FOURTEEN (14) VEHICLES AND AUTHORIZING THE CITY MANAGER OF THE CITY OF BELLAIRE, TEXAS TO EXECUTE, FOR AND ON BEHALF OF THE CITY OF BELLAIRE, TEXAS, ANY AND ALL NECESSARY DOCUMENTATION ASSOCIATED WITH THE PURCHASE OF SIX (6) FORD F-150 TRUCKS, THREE (3) FORD F-250 TRUCKS, TWO (2) FORD INTERCEPTOR SUVS, AND ONE (1) FORD INTERCEPTOR SEDAN FROM SAM PACK'S FIVE STAR FORD IN THE AMOUNT OF \$345,961.00; ONE (1) CHEVROLET TAHOE FROM CALDWELL COUNTY CHEVROLET IN THE AMOUNT OF \$35,063.00; AND ONE (1) FORD F-250 TRUCK FROM SILSBEЕ FORD IN THE AMOUNT OF \$31,685.00.

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

1. THAT the City Council of the City of Bellaire, Texas, hereby approves a request from the Bellaire Public Works, Parks, Recreation and Facilities, and Police Departments to purchase fourteen (14) vehicles.

2. THAT the City Manager of the City of Bellaire, Texas, is hereby authorized to execute, for and on behalf of the City of Bellaire, Texas, any and all necessary documentation associated with the purchase of six (6) Ford F-150 Trucks, three (3) Ford F-250 Trucks, two (2) Ford Interceptor SUVs, and one (1) Ford Interceptor Sedan from Sam Pack's Five Star Ford in the amount of \$345,961.00.

3. THAT the City Manager of the City of Bellaire, Texas, is hereby authorized to execute, for and on behalf of the City of Bellaire, Texas, any and all necessary documentation associated with the purchase of one (1) Chevrolet Tahoe from Caldwell County Chevrolet in the amount of \$35,063.00.

4. THAT the City Manager of the City of Bellaire, Texas, is hereby authorized to execute, for and on behalf of the City of Bellaire, Texas, any and all necessary documentation associated with the purchase of one (1) Ford F-250 Truck from Silsbee Ford in the amount of \$31,685.00.

PASSED and APPROVED this 18th 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

Attachment: Vehicle Purchase - Ordinance (2395 : City Wide Vehicle Purchases)



CONTRACT PRICING WORKSHEET

For MOTOR VEHICLES Only

Contract No.:

VE11-15

Date Prepared:

11.2.17

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

Buying Agency:	BELLAIRE, CITY OF	Contractor:	Sam Pack's Five Star Ford
Contact Person:	LT. JEFF COTTON	Prepared By:	KEVIN MOORE
Phone:	713-662-8110	Phone:	888.835.3389
Fax:		Fax:	972.245.5278
Email:	cotton@bellairepolice.com	Email:	bidtx@spford.com

Product Code:	E10	Description:	2018 FORD POLICE INTERCEPTOR 4 DOOR SEDAN, AWD, 3.7L V6 FFV Ti-VCT
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 216

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

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

Description	Cost	Description	Cost
76R REVERSE SENSING SYSTEM	295	67D PWR WND DISABLE	
99T ECOBOOST	3050	942 DAYTIME RUNNING LIGHTS NEEDED FOR 43L	
21F SPOT LAMP DR	360	68C HMI W/SYNC 4.2 SCREEN - NEEDED FOR 53M	1
43G KEYED ALIKE G	50	63P DOOR LOCK PLUNGER/INOP REAR DOOR HANDLE	1
51G GRILL LAMP WIRE	50	62B TRUNK RELEASE	
51J REAR WIRE KIT	130	77B MIRROR WITH CAMERA	1
53M SYNC SYSTEM	295	97T TRUNK FAN	1
55D AUTO HEADLAMPS	120		
65C LVL III BALISTIC PANEL	3095		
12T SPEED LTD CALIB	NC		
13D SILENT MODE	20	Subtotal From Additional Sheet(s):	
20P NOISE SUPPRESHION BOND	95	Subtotal B:	79

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

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

Description	Cost	Description	Cost
ESP WARRANTY	2595		
5 YEAR/100,000 MILE \$0 DEDUCTABLE			
		Subtotal C:	25

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

For this transaction the percentage is:

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

Quantity Ordered:	1	X Subtotal of A + B + C:	32130	=	Subtotal D:	321
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E. H-GAC Order Processing Charge (Amount Per Current Policy)

Subtotal E: 6

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
DELIVERY 250 miles @ \$2.70 per mile	675		
		Subtotal F:	6

Delivery Date:

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

334

Attachment: FY 2018 Vehicle Purchase - Quotes (2395 : City Wide Vehicle Purchases)



CONTRACT PRICING WORKSHEET

For MOTOR VEHICLES Only

Contract No.:

VE11-15

Date Prepared:

11.2.17

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

Buying Agency:	BELLAIRE, CITY OF	Contractor:	Sam Pack's Five Star Ford
Contact Person:	LT. JEFF COTTON	Prepared By:	KEVIN MOORE
Phone:	713-662-8110	Phone:	888.835.3389
Fax:		Fax:	972.245.5278
Email:	cotton@bellairepolice.com	Email:	bidtx@spford.com

Product Code:	E16	Description:	2018 FORD POLICE INTERCEPTOR UTILITY, AWD, 3.7L V6 - EXPLORER 500A
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 243

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

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

Description	Cost	Description	Cost
99T ECOBOOST 3.5L V6	3295	43L SILENT MODE- 942 REQUIRED	
53M SYNC	295	942 DAYTIME RUNNING LIGHTS	
17A AUX CLIMATE CONTROL	610	60R NOISE SUPPRESSION	1
17T CARGO DOME LAMP	50	59G KEY CODE G	
68G REAR DOOR LOCK INOP	35		
51R SPOT LAMP LED DRIVER SIDE	395		
60A GRILL WIRING	50		
76R REVERSE SENSING SYSTEM	275		
90E LEFT/RIGHT BALLASTIC DOOR PANELS	3170		
92G E MARKED SOLAR	120		
86L AUTO HEADLAMP	115		
87R REAR CAMERA ON REARVIEW MIRROR	NC		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	86

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

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

Description	Cost	Description	Cost
ESP WARRANTY	2595		
5 YEAR/100,000 MILE \$0 DEDUCTABLE			
		Subtotal C:	25

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

For this transaction the percentage is:

8

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

Quantity Ordered:	2	X Subtotal of A + B + C:	35612	=	Subtotal D:	712
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E. H-GAC Order Processing Charge (Amount Per Current Policy)

Subtotal E: 6

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
DELIVERY 250 miles @ \$2.70 per mile	675		
		Subtotal F:	6

Delivery Date:

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

724



CONTRACT PRICING WORKSHEET

For MOTOR VEHICLES Only

**Contract
No.:**

VE11-15

Date Prepared: 11/13/201

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

Buying Agency:	CITY OF BELLAIRE	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	LT. JEFF COTTON	Prepared By:	VERYT KNAPP
Phone:	713-662-8110	Phone:	979-567-6116
Fax:	713-662-8143	Fax:	979-567-0853
Email:	COTTON@BELLAIREPOLICE.COM	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A17	Description:	2018 CHEVROLET TAHOE PPV CC15706
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	325
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B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

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

[illegible]

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

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

Description	Cost	Description	Cost
ALUMINUM WHEELS	1200		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	12

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

For this transaction the percentage is:

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

Quantity Ordered:	1	X Subtotal of A + B + C:	34178	=	Subtotal D:	341
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E. H-GAC Order Processing Charge (Amount Per Current Policy)	
1. H-GAC Order Processing Charge (Amount Per Current Policy)	

Subtotal E:	\$60
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F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description		Cost	Description		Cost
			DELIVERY		2
			EXTERIOR COLOR SATIN STEEL METALLIC		INCL
				Subtotal F:	2

Delivery Date:	60-90 DAYS APPX
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G. Total Purchase Price (D+E+F):

350



CONTRACT PRICING WORKSHEET

For MOTOR VEHICLES Only

Contract
No.:

VE11-15

Date
Prepared:

11/15/201

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

Buying Agency:	CITY OF BELLAIRE	Contractor:	SILSBEE FORD
Contact Person:	LT. JEFF COTTON	Prepared By:	RICHARD HYDER
Phone:	(713) 662-8110	Phone:	(409) 300-1385
Fax:		Fax:	(409) 895-3884
Email:	COTTON@BELLAIREPOLICE.COM	Email:	RHYDER.COWBOYFLEET@GMAIL.COM

Product Code:	E26	Description:	2018 FORD F250 CREW CAB
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$ 24,239.0

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
W2A F250 CREW 4X2 6.75' BED	\$ 1,895.00		
ALUMINUM BODY	\$ -		
Z1 EXTERIOR--WHITE	\$ -		
4S INTERIOR--CLOTH 40C/40 EARTH GRAY (REQ W/ 43C)	\$ 579.00		
996 6.2L V8 GAS	\$ -		
90L POWER EQUIPMENT GROUP	\$ 1,058.00		
96V XL VALUE PKG	\$ 677.00		
43C 110V/400W OUTLET	\$ 71.00		
76R REVERSE SENSING SYSTEM	\$ 231.00		
91M SYNC	\$ 344.00		
FORD PROTECT PREMIUM 5/100 \$0 DED	\$ 2,295.00		
		Subtotal From Additional Sheet(s):	\$ -
		Subtotal B:	\$ 7,150.0

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
DELIVERY 112 MILES	\$ 196.00		
BED CREDIT	\$ (500.00)		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	\$ (304.0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: -1

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

Quantity Ordered:	1	X Subtotal of A + B + C:	\$ 31,085.00	=	Subtotal D:	\$ 31,085.0	
E. H-GAC Order Processing Charge (Amount Per Current Policy)						Subtotal E:	\$ 600.0

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		Subtotal F:	\$ -

Delivery Date: ~60-90 DAYS ARO **G. Total Purchase Price (D+E+F):** \$ 31,685.0

Attachment: FY 2018 Vehicle Purchase - Quotes (2395 : City Wide Vehicle Purchases)

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

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Cars and Light Trucks

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

Contract Name:State of Texas 072-A1 - Texas Smartbuy Contract Effective 9-1-2017 - 08-31-18

End User: City of Bellaire **Sam Pack's Rep:** KEVIN MOORE

Contact: SHAWN COX **Date:** 12.5.17

Contact TN/Email	www.bellairetx.gov	Phone #	713-662-8239
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Product Description:	2018 Ford F150 4x2 Crew Cab 5.0 V8 Short Wheel Base	Interior	WHITE
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A.	Bid Series:	864C	Base Price:	\$25,085.00
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B. Published Options (Itemize Each Below)

Code	Description	Bid Price	Code	Description	Bid Price
446	Automatic	Included			
	Air Conditioning	Included			
	Power Windows	Included			
	Power Locks	Included			
	Speed Control	Included			
	5.0L V-8	Included			
	Spare Tire/Wheel	Included			
	Trailer Tow Package	\$ 595.00			
	TRAILER BRAKE CONTROLLER	\$ 270.00			

Total of B. - Published Options	\$ 865.00
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C. Ford Factory Published Options

[illegible]

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

[illegible]

Total of D. - Off Menu Options	\$ 1,400.00
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F. Delivery Charges	0 Miles @ \$2.45/mile	\$ -
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G. Option Discounts	\$ -	
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H.	Total of A + B + C + D + E = F	\$ 27,350.00
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I. Floor Plan Assistance	\$0.00
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J.	Lot Insurance Coverages	\$0.00
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K.	Quantity Ordered	1	X F =	\$ 27,350.00
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L. Administrative Fee	\$ -
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M.	Non-Equip Charges & Credits	
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N.	TOTAL PURCHASE PRICE INCLUDING ADMIN FEE	\$27,350.00
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1635 S. IH 35E Carrollton Texas, 75006
(888) 8 FLEET 9 (888-835-3389) - FAX 972-245-5278 - bidtx@spford.com

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Cars and Light Trucks

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

Contract Name:State of Texas 072-A1 - Texas Smartbuy Contract Effective 9-1-2017 - 08-31-18

End User: City of Bellaire **Sam Pack's Rep:** KEVIN MOORE

Contact: SHAWN COX **Date:** 12.5.17

Contact TN/Email www.bellairetx.gov **Phone #** 713-662-8239

Product Description:	2018 Ford F250 4x2 REG Cab 6.2IV8 LONG Wheel Base	Interior	WHITE
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A.	Bid Series:	872C	Base Price:	\$23,918.00
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B. Published Options (Itemize Each Below)

Code	Description	Bid Price	Code	Description	Bid Price
446	Automatic	Included			
	Air Conditioning	Included			
	Power Windows	Included			
	Power Locks	Included			
	Speed Control	Included			
	6.2L V-8	Included			
	Spare Tire/Wheel	Included			
	SPRAY IN LINER	\$ 495.00			
	TRAILER BRAKE CONTROLLER	\$ 270.00			

Total of B. - Published Options	\$ 765.00
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C. Ford Factory Published Options

[illegible]

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

[illegible]

Total of D. - Off Menu Options	\$ 1,400.00
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F. Delivery Charges	0 Miles @ \$2.45/mile	\$ -
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G. Option Discounts	\$ -
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H.	Total of A + B + C + D + E = F	\$ 26,083.00
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I. Floor Plan Assistance	\$0.00
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J.	Lot Insurance Coverages	\$0.00
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K.	Quantity Ordered	<u>1</u>	X F =	\$ 26,083.00
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L.	Administrative Fee	\$	-
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M.	Non-Equip Charges & Credits	
N.	TOTAL PURCHASE PRICE INCLUDING ADMIN FEE	\$22,000.00

N. TOTAL PURCHASE PRICE INCLUDING ADMIN FEE	\$26,083.00
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VEHICLE AND EQUIPMENT REPLACEMENT FUND					
	FY 2016 Actuals	FY 2017 Adopted	FY 2017 Projected	FY 2018 Proposed	FY 2018 Estimates
Beginning Fund Balance	\$ 419,975	\$ 962,277	\$ 952,703	\$ 1,369,101	\$ 1,433,185
REVENUES					
General Fund Annual Contribution	695,000	533,500	533,500	450,500	450,500
General Fund Catch-up Contribution	371,000	473,500	473,500	-	-
Enterprise Annual Contribution	520,000	357,000	357,000	357,000	357,000
Enterprise Fund Catch-up Contribution	22,000	165,000	165,000	-	-
Proceeds from Capital Lease	-	-	787,670	-	-
Insurance Proceeds					290,723
Total Revenues	1,608,000	1,529,000	2,316,670	807,500	1,098,223
Total Available Resources	2,027,975	2,491,277	3,269,373	2,176,601	2,531,408
EXPENDITURES					
General Fund - Development Services	22,986	25,000	25,000	-	-
General Fund - Fire	40,478	865,272	865,272	98,900	98,900
General Fund - Police	266,229	310,000	310,000	320,000	320,000
General Fund - Parks, Recreation, and Facilities	52,157	55,000	55,000	27,500	79,758
General Fund - Streets and Drainage	251,332	210,000	210,000	-	53,433
General Fund - Information Technology	-	-	-	194,900	194,900
Enterprise Fund - Water and Wastewater	178,026	170,000	170,000	105,000	160,783
Enterprise Fund - Solid Waste	264,064	265,000	265,000	185,000	186,083
Transfers Out	-	-	-	-	-
Total Expenditures	1,075,272	1,900,272	1,900,272	931,300	1,093,857
Current Year Available Resources Over/(Under) Current Expenditures	532,728	(371,272)	416,398	(123,800)	4,366
Ending Fund Balance	\$ 952,703	\$ 591,005	\$ 1,369,101	\$ 1,245,301	\$ 1,437,551

FY 2018 Vehicle and Equipment Replacement Fund
Budget to Estimate
December 18, 2017 City Council Meeting

Department	Division	Description	Adopted	Estimated	Variance
General Fund					
Fire	Fire Suppression	Lease Payment-2017 Pumper	\$ 78,000	78,000	-
Fire	n/a	Emergency Handheld Radios	20,900	20,900	-
Police	Patrol	Patrol Car	55,000	55,000	-
Police	Patrol	Patrol Car	55,000	55,000	-
Police	Patrol	Patrol Car	55,000	55,000	-
Police	Command/Assigned	Assigned Vehicles-II	55,000	55,000	-
Police	Animal Control	Animal Control Truck	50,000	50,000	-
Police	n/a	Fingerprint ID System	25,000	25,000	-
Police	n/a	Radio Replacement	25,000	25,000	-
Parks, Recreation, and Facilities	Parks-Maintenance	Pickup Truck	27,500	79,758 *	(52,258)
Information Technology	n/a	Information Technology Equipment	194,900	194,900	-
Streets & Drainage			-	53,433	(53,433)
General Fund Total			641,300	746,991	(105,691)
Enterprise Fund					
Public Works	Water & Wastewater	Pickup Truck	25,000	80,783 *	(55,783)
Public Works	Water & Wastewater	Backhoe	80,000	80,000	
Public Works	Solid Waste	Dump Truck	160,000	160,000	
Public Works	Solid Waste	Pickup Truck	25,000	26,083	(1,083)
Enterprise Fund Total			290,000	346,866	(56,866)
Total All Funds			\$ 931,300	\$ 1,093,857	\$ (162,557)
			\$	-	

Items in Bold are for the 12/18/2017 Agenda Item

* Unbudgeted replacement of flood damaged vehicles.

Attachment: Budget Tables (2395 : City Wide Vehicle Purchases)