

# AGENDA

## CITY OF PEARLAND ♦ CITY COUNCIL

May 19, 2014

7:30 p.m.

**MAYOR**  
**Tom Reid**

**Greg Hill**  
**Mayor Pro-Tem**  
**Position No. 5**

### COUNCIL MEMBERS

**Tony Carbone**  
**Position No. 1**

**Scott Sherman**  
**Position No. 2**



**Gary Moore**  
**Position No. 3**

**Keith Ordeneaux**  
**Position No. 4**

**Jon R. Branson**  
**Assistant City Manager**

**Clay Pearson**  
**City Manager**

**Mike Hodge**  
**Assistant City Manager**

**Darrin Coker**  
**City Attorney**

**Young Lorfing**  
**City Secretary**

In accordance with the Texas Open Meeting Act the Agenda is posted for public information, at all times, for at least 72 hours preceding the scheduled time of the meeting on the bulletin board located at the front entrance of the City Hall, 3519 Liberty Drive.



**CITY COUNCIL AGENDA**  
CITY OF PEARLAND  
REGULAR COUNCIL MEETING  
**MONDAY, MAY 19, 2014, | 7:30 P.M.**  
COUNCIL CHAMBERS | PEARLAND CITY HALL | 3519 LIBERTY DRIVE  
281.652.1600

**I. CALL TO ORDER**

**II. INVOCATION AND THE PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA FLAG AND TEXAS FLAG**

**III. RECOGNITIONS AND AWARDS**

1. Presentation of proclamation proclaiming the week of May 25<sup>th</sup> – May 31<sup>st</sup> 2014 as “Hurricane Preparedness Week” to be accepted by Roland Garcia, Fire Marshal.
2. Presentation of proclamation proclaiming the week of May 18<sup>th</sup> – May 24<sup>th</sup> 2014 as “Emergency Medical Services Week” to be accepted by Daniel Baum, Emergency Medical Services Chief.

**IV. CITIZEN COMMENTS:** In order to hear all citizen comments at a reasonable hour, the City Council requests that speakers respect the three-minute time limit for individual comments and the five-minute time limit for an individual speaking on behalf of a group. This is not a question-answer session, however, it is an opportunity to voice your thoughts with City Council.

**VII. CONSENT AGENDA:**

**All items listed under the “Consent Agenda” are considered to be routine and require little or no deliberation by the City Council. These items will be enacted/approved by one motion unless a councilmember requests separate action on an item, in which event the item will be removed from the Consent Agenda and considered by separate action (*ix. matters removed from Consent Agenda*). Approval of the Consent Agenda enacts the items of legislation.**

**A. Consideration And Possible Action – Approval Of Minutes:**

1. Minutes of the April 21, 2014, Joint Public Hearing, held at 6:30 p.m.

- B. Consideration and Possible Action – Second and Final Reading of Ordinance No. 1012-2** – An ordinance of the City Council of the City of Pearland, Texas, establishing a curfew for persons under the age of 17 years, providing defenses to prosecution for violations hereunder, providing a penalty for violation; providing for timely review and analysis of said ordinance to determine its effectiveness; containing a savings clause, a severability clause and a repealer clause; providing an effective date and for codification, and containing other provisions relating to the subject. *Mr. Darrin Coker, City Attorney.*
- C. Consideration and Possible Action – Second and Final Reading of Ordinance No. 2000M-112** – An ordinance of the City Council of the City of Pearland, Texas, amending Ordinance No. 2000M, the zoning map of the City of Pearland, Texas, for the purpose of changing the classification of certain real property, being all of lots 1 through 40, inclusive in Block 15, all of lots 24 through 29, inclusive in Block 16 and all of lots 20 through 25, inclusive in Block 14 in the Original Town site of Pearland as recorded in Volume 29, Page 41 in Brazoria County Deed Records, and a 0.148 acre tract as described in Volume 29, Page 41 in the Brazoria County Deed Records, and a 0.148 acre tract as described in Volume 1479, Page 559 in Brazoria County Deed Records, all in the H.T. & B.R.R. Co. Survey, Abstract No. 232 in Brazoria County, Texas, Called Magnolia Court at Old Town Pearland, located (east and west of N. Washington Avenue; east and west of N. Texas Avenue; between W. Jasmine Street to the north and Broadway Street to the south), Zone Change 2014-3Z, a request of Alan Mueller, applicant; on behalf of David Miller, Gromax Building, LTD, First Christian Academy, Harvest of Praise Exalted (HOPE), and Barnett's, LTD, owners; for approval of a change in zoning to amend the Magnolia Court at Old Town Pearland Planned Unit Development (PUD), providing for an amendment of the zoning district map; containing a savings clause, a severability clause, and an effective date and other provisions related to the subject. *Ms. Lata Krishnarao, Director of Community Development.*
- D. Consideration and Possible Action – Resolution No. R2014-50** – A resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into an Interlocal Agreement with League City for cooperative purchasing authority, and authorizing a unit supply contract with Teamwork Construction for sidewalk construction services in the estimated amount of \$200,000.00 in each, FY2014 and FY2015. *Mr. Eric Wilson, Director of Public Works.*
- E. Consideration and Possible Action – Resolution No. R2014-43** – A resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into an Interlocal Agreement with the National Intergovernmental Purchasing Alliance for cooperative purchasing. *Mr. Bob Pearce, Purchasing Officer.*

## VIII. MATTERS REMOVED FROM CONSENT AGENDA

### IX. NEW BUSINESS:

1. **Consideration and Possible Action – First Reading of Ordinance No.1498** – An ordinance of the City Council of the City of Pearland, Texas, abandoning a portion of Bardet Drive, a certain sixty foot (60') road right-of-way recorded in the plat records of Brazoria County, Texas, within the corporate city limits of Pearland, Brazoria County, Texas; having a savings clause and a severability clause; and providing for an effective date. *Mr. Darrin Coker, City Attorney.*
2. **Consideration and Possible Action – Resolution No.R2014-47**– A resolution of the City Council of the City of Pearland, Texas, awarding a bid for landscape maintenance services to Maldonado Nursery Landscaping, Inc., in the amount of \$500,390.00. *Ms. Michelle Graham, Director of Parks Recreation and Beautification.*
3. **Consideration and Possible Action – Resolution No. R2014-48** – A resolution of the City Council of the City of Pearland, Texas, rejecting all competitive sealed proposals for the Sports Complex at Shadow Creek Ranch, Bid No. 2014-18. *Mr. Trent Epperson, Director of Engineering and Capital Projects*
4. **Consideration and Possible Action – Resolution No. R2014-52** – A resolution of the City Council of the City of Pearland, Texas, establishing the regular meeting times and dates for the remainder of 2014. *Mr. Young Lorfing, City Secretary.*
5. **Discussion** – Regarding City Council Rules and Order of Business. *Mr. Darrin Coker, City Attorney.*

### OTHER BUSINESS:

### EXECUTIVE SESSION UNDER TEXAS GOVERNMENT CODE:

1. **SECTION 551.087 - Regarding consultations with City Attorney** – Regarding Economic Development negotiations. *Mr. Matt Buchanan, President Economic Development Corporation.*
2. **SECTION 551.072 – REAL PROPERTY:** discussion regarding the sale, lease, purchase, or exchange of real property – City Facilities. *Mr. Mike Hodge, Assistant City Manager.*

### NEW BUSINESS CONTINUED:

6. **Consideration and Possible Action – Resolution No. R2014-49** – A resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into a Development Agreement with MHI Compressor International Corporation and MHI

Compressor Manufacturing, LLC. *Mr. Matt Buchanan, President Economic Development Corporation.*

7. **Consideration and Possible Action – Resolution No. R2014-51** – A resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into a Cost Sharing/Reimbursement Agreement with the Pearland Economic Development Corporation associated with the Hooper Road Project. *Mr. Matt Buchanan, President Economic Development Corporation.*
8. **Consideration And Possible Action** – regarding the sale, lease, purchase, or exchange of real property – City Facilities. *City Council.*

**X. ADJOURNMENT**

This site is accessible to disabled individuals. For special assistance, please call Young Lorfing at 281.652.1840 prior to the meeting so that appropriate arrangements can be made.

# Recognitions And Awards

Presentation of proclamation proclaiming the week of May 25<sup>th</sup> – May 31<sup>st</sup> 2014 as “Hurricane Preparedness Week” to be accepted by Mr. Roland Garcia, Fire Marshal.

Presentation of proclamation proclaiming the week of May 18<sup>th</sup> – May 24<sup>th</sup> 2014 as “Emergency Medical Services Week” to be accepted by Mr. Daniel Baum, Emergency Medical Services Chief.

# Proclamation

## Office of THE MAYOR CITY OF PEARLAND

*Whereas, Hurricanes And Tropical Storms Typically Form Between June 1<sup>st</sup> And November 30<sup>th</sup> Of Each Year With Floods, Flashfloods, And Tornadoes Reaching Hundreds Of Miles Inland After Land Fall; And*

*Whereas, Our Coastal Areas Have Grown Dramatically In Recent Years And Many Of Our New Citizens May Not Be Familiar With The Power And The Unpredictability Of Hurricanes And Their Devastating Effect; And*

*Whereas, The Governor's Division Of Emergency Management, Texas Department Of Public Safety And The National Weather Service Have Designated A Week To Make Sure That Families And Communities Along The Texas Coast Are Familiar With The Proper Safety And Evacuation Procedures; And*

*Whereas, It Is Important That All Citizens Along The Texas Gulf Coast Learn And Take The Steps Necessary To Minimize Destruction, Prevent Loss Of Life And Assist In Recovery Efforts In The Event Of A Hurricane.*

*Now, Therefore, I, Tom Reid, By The Power Vested In Me As The Mayor Of The City Of Pearland, Texas, Do Hereby Proclaim May 25<sup>th</sup> – May 31<sup>st</sup>, 2014 As*

### **HURRICANE PREPAREDNESS WEEK**

*In Pearland And I Ask One And All To Become Familiar With The Steps They Can Take To Minimize The Destruction Effects Of Floods, Flashfloods, And Tornadoes Spawned By Hurricanes And Protect Loved Ones, Friends, And Neighbors.*

*Given Under My Hand And Seal Of Office This  
19<sup>th</sup> Day Of May 2014.*



*Tom Reid*  
\_\_\_\_\_  
Mayor, The City Of Pearland

# Proclamation

## Office of THE MAYOR CITY OF PEARLAND

*Whereas, Emergency Medical Service Is A Vital Public Service To Pearland, And Access To Quality Emergency Care In Concert With A Developed Network Of Trauma Care Facilities Across Texas Dramatically Improves The Survival And Recovery Rate For Those Who Experience Sudden Illness Or Injury; And*

*Whereas, The Members Of The Pearland Fire Department Are Ready To Provide Lifesaving Care To Those In Need 24 Hours A Day, Seven Days A Week; And*

*Whereas, Our Citizens Benefit Daily From The Knowledge And Skills Of These Highly Trained Emergency Responders And Appreciate Their Valuable Contribution To The Citizens Of Pearland; And*

*Whereas, The Pearland EMS Was Formed As A Result Of A Community-Wide Initiative Of The League Of Women Voters In 1976, And Through Its Integration With The Pearland Fire Department We Celebrate 38 Years Of Service To Pearland With A Staff Of Career Firefighters, Paramedics, And Volunteer Citizens Providing The Finest Pre-Hospital Care Possible.*

*Now, Therefore, I, Tom Reid, By The Power Vested In Me As The Mayor Of The City Of Pearland, Texas, Do Hereby Proclaim May 18<sup>th</sup> – 24<sup>th</sup>, 2014 As*

### **EMERGENCY MEDICAL SERVICES WEEK**

*In Pearland And I Ask All Citizens To Join With Me In Recognizing And Expressing Our Appreciation For Our Highly Trained Fire and Emergency Medical Service Personnel For Their Outstanding Pre-Hospital Medical Care To The Citizens Of Pearland.*

*Given Under My Hand And Seal Of Office This 19<sup>th</sup>  
Day Of May 2014.*



*Tom Reid*

*Mayor, The City Of Pearland*

# Consent Agenda Item A

**A. Consideration And Possible Action – Approval Of Minutes:**

1. Minutes of the April 21, 2014, Joint Public Hearing, held at 6:30 p.m.

**MINUTES OF THE JOINT PUBLIC HEARING OF THE CITY COUNCIL AND THE PLANNING AND ZONING COMMISSION, CITY OF PEARLAND, TEXAS, MONDAY, APRIL 21, 2014, AT 6:30 P.M., COUNCIL CHAMBERS - CITY HALL - 3519 LIBERTY DRIVE, PEARLAND, TEXAS.**

**CALL TO ORDER**

Mayor Tom Reid opened a series of public hearings for the City Council, and P&Z Chairperson Henry Fuertes opened for the P&Z Commissioner at 6:39 p.m.

In attendance were:

|                                |                                 |
|--------------------------------|---------------------------------|
| Mayor Tom Reid                 | P&Z Chairperson Henry Fuertes   |
| Council Member Scott Sherman   | P&Z Vice Chairperson Mary Starr |
| Council Member Tony Carbone    | P&Z Member Elizabeth McLane     |
| Council Member Keith Ordeneaux | P&Z Member Derrick Reed         |
| Council Member Susan Sherrouse | P&Z Member Linda Cowles         |
|                                | P&Z Member Daniel Tunstall      |
|                                | P&Z Member Ginger McFadden      |

Also in attendance were City Planner Johnna Matthews, Director of Community Development Lata Krishnarao, City Attorney Darrin Coker, Assistant City Manager Mike Hodge, City Manager Clay Pearson and Office Supervisor Judy Brown.

City Planner Johnna Matthews read the public hearing process.

Mayor Tom Reid opened the public hearing for Zone Change No. 2014-3Z at 6:41 p.m.

**CONSIDERATION & POSSIBLE ACTION - ZONE CHANGE NO. 2014-3Z**

A request of Alan Mueller, applicant; on behalf of David Miller; Gromax Building, LTD; First Christian Academy; Harvest of Praise Exalted (HOPE); Barnett's, LTD.; and City of Pearland, owners; for approval of a change in zoning to amend the Magnolia Court at Old Town Pearland Planned Unit Development (PUD) including approximately 4.048 acres of land, on the following described property, to wit:

**Legal Description:** All of lots 1 through 40, inclusive in Block 15, all of lots 24 through 29, inclusive in Block 16 and all of lots 20 through 25, inclusive in Block 14 in the Original Town site of Pearland as recorded in Volume 29, Page 41 in Brazoria County Deed Records, and a 0.148 acre tract as described in Volume 29, Page 41 in the Brazoria County Deed Records, and a 0.148 acre tract as described in Volume 1479, Page 559 in Brazoria County Deed Records, all in the H.T. & B.R.R. Co. Survey, Abstract No. 232 in Brazoria County, Texas. Called Magnolia Court at Old Town Pearland.

**General Location:** East and west of N. Washington Avenue; east and west of N. Texas Avenue; between W. Jasmine Street to the north and Broadway Street to the south

P&Z Chairperson Henry Fuertes read into the record the purpose of the hearing.

City Planner Johnna Matthews read the staff report stating the purpose of the original PUD was to allow for multiple owners within the district for greater flexibility in selling individual tracts. The applicant proposes to amend all tracts within the PUD, with the exception of Tracts 5, 8 and 9 which are designated for parking and will continue to be used for parking. The purpose of the amendment is to convert the allowable uses within the PUD to be consistent with allowable uses within the Old Town General Business (OT-GB) zoning district, with minor deviations.

Staff stated that it was important to note that when the original PUD was adopted in 2003, the OT-GB zoning district was not in place and the PUD allowed for uses that were existing onsite at the time of adoption of the PUD. The applicant also proposes than any new signage comply with the Unified Development Code, as opposed to the Land Use and Urban Development Ordinance, which was the code in effect at the time of adoption of the PUD.

Staff received one notice in opposition and received one phone call with concern that single family (SF) homes could be for commercial use. City Planner Johnna Matthews confirmed that it could.

Staff recommended approval with no restrictions.

Mr. Alan Mueller of 4201 Broadway, Pearland Texas spoke and summarized the uses of the tracts, and stated the applicant proposes to prohibit Churches on Tracts 1, 2, 4, and 7.

Ms. Sharon Alexander of 2336 N Texas Avenue # 100, Pearland, Texas stated she is seeking to put in an adult daycare and thus the initiative to change the PUD.

Council Member Keith Ordeneaux inquired about tract 4, and Mr. Mueller stated it was a parking lot owned by the church.

Council Member Scott Sherman stated he agreed with staff's recommendation for no restrictions. Council Member Keith Ordeneaux stated he also agreed.

Mayor Tom Reid adjourned the public hearing for Zone Change No. 2014-3Z at 7:07 p.m.

Mayor Tom Reid opened the public hearing for Zone Change No. 2014-4Z at 7:07 p.m.

## CONSIDERATION & POSSIBLE ACTION - ZONE CHANGE NO. 2014-4Z

A request of the City of Pearland for approval of a change in zoning to amend the LNR Clear Creek Spectrum PUD to restrict loading bays and similar activities facing Kirby Drive, within the approximately 60 acre PUD, on the following described property, to wit:

**Legal Description:** 60 acres (2,613,600 square feet) of land situated in the James Hamilton Survey, Abstract No. 876, being all of lots 39, 39 ½, 40, 40 ½, 41, 41 ½, 42, 42 ½, 55, 55 ½, 56 and 56 ½ in Section or Block "F" in the Allison-Richey Gulf Coast Home Co.'s part of Suburban Gardens Subdivision recorded in Volume 3, page 40 of the map records of Harris County, Texas.

**General Location:** South of Beltway 8, north and south of Riley Road, east and west of Kirby Drive and east of Hooper Road

P&Z Chairperson Henry Fuertes read into the record the purpose of the hearing.

City Planner Johnna Matthews read the staff report stating that the PUD for the LNR Clear Creek Spectrum District was approved on June 28, 2004 and included approximately 60 acres. The city's goal within the area and similar areas across the City (Major Thoroughfares) is to exercise greater control over the aesthetic and functional characteristic where increased design standards enhance the City's image and foster aesthetically pleasing developments.

To assist in this endeavor, in 2011, the Pearland Economic Development Corporation (PEDC) funded the Lower Kirby Urban Center Development Code (The Plan); a form-based code designed to help support development of the Lower Kirby Center located at Beltway 8 and State Highway 288, which includes Kirby Drive. The Plan includes a range of development opportunities and standards within an overall urban design, street network and drainage infrastructure framework. The Plan recommends "Special Frontage Requirements" for buildings fronting on Kirby Drive, including no outdoor storage areas or service, loading and unloading of trucks; or truck access along the Kirby Drive Frontage. Additionally, industrial uses such as warehouse and storage are not recommended uses.

The Site Design Guidelines within the PUD state that loading bays are prohibited along Kirby Drive.

The purpose of the proposed amendment is to ensure that the goals for the Kirby Drive corridor, as stated in the PUD and the Lower Kirby Urban Center Development Code are carried out by not only restricting loading bays, but also similar activities from facing Kirby Drive. This includes, but is not limited to overhead doors, rolling shutters, garage doors, bay doors, and dock doors, from facing Kirby Drive, unless structures are setback at least 250 feet from Kirby Drive and are screened. Screening along Kirby Drive for such activities shall be achieved with an opaque screening fence/wall, with landscaping elements incorporated along the entire fence/wall, with a minimum

fence/wall height of eight (8) feet, designed to match the material and color of the façade facing Kirby Drive.

Staff received one public comment form in favor of the zone change, and five public comment forms in opposition. Staff received zero phone calls.

City staff thanked MHI for complying with this requirement even though this amendment has not been approved, at the time MHI submitted their site plan.

Council Member Tony Carbone spoke with concern of the opposition from the neighbors and was not sure if he was in favor.

Council Member Keith Ordeneaux expressed concern and asked if there were other ways to architecturally design doors. Since the PUD states “no bay doors” and he inquired about showrooms being permitted.

Council Member Scott Sherman stated he was in favor of the zone change.

Mayor Tom Reid stated that Riley Road has entrance for bays and did not feel that bay doors would keep an upscale look for the City.

City Planner Johnna Matthews stated the current zoning does not allow bays. Staff was recommending screening and a 250 foot setback.

Council Member Tony Carbone stated he agreed with Council Member Scott Sherman and wants it to look good.

Mayor Tom Reid agreed with staff’s recommendation.

Council Member Keith Ordeneaux asked about the percent of transparency. City Planner Johnna Matthews read from the current UDC and stated the percent of void glaze of solid area must not exceed 50% glass.

P&Z Chairperson Henry Fuertes stated in 2004 the vision for Kirby verses today is very different with a shift in what the city wants. He stated a lot of money went in to the roads, way in advance, and that the original look was to have detention in the front of the lots. Shadow Creek and Kirby owners deserve higher standards.

Mayor Tom Reid commented that the city requires small business like a Jiffy Lube to have bays that face the sides and not the front, and these bay doors should not be visible from the road either.

Matt Buchanan, Pearland Economic Development Director stated that when Dover and Merit Medical came, they did not want to put bays in the front. The only properties that this amendment would affect are the neighbors of CSI and MHI on vacant land within the PUD.

Council Member Tony Carbone asked if all undeveloped land within the PUD is owned by three owners. Matt Buchanan stated yes.

P&Z Commissioner Linda Cowles stated that it appeared one person filled out all the opposition forms.

Council Member Keith Ordeneaux expressed concern with the language of no transparency up to 50%.

P&Z Commissioner Derrick Reed stated he agreed that zero percent transparency is not the best.

Council Member Keith Ordeneaux expressed concern with the bay doors.

Mayor Tom Reid stated he was concerned with keeping Kirby looking nice.

Council Member Keith Ordeneaux was concerned with citizens and developers being unhappy.

P&Z Commissioner Ginger McFadden stated that she felt a Conditional Use Permit should be allowed. City Planner Johnna Matthews stated if P&Z Commission wants it to be added, it could be.

A representative of MHI and Powers Brown Architect spoke on behalf of their design.

Mayor Tom Reid adjourned the public hearing for Zone Change No. 2014-4Z at 7:46 p.m.

## **ADJOURNMENT**

Mayor Tom Reid adjourned the series of public hearings at 7:46 p.m.

These minutes are respectfully submitted by:

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Judy Brown, Community Development Office Supervisor

Minutes approved as submitted and/or corrected on this 12<sup>th</sup> day of May, 2014 A.D.

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Mayor Tom Reid



# Consent Agenda Item B

- B. Consideration and Possible Action – Second and Final Reading of Ordinance No. 1012-2** – An ordinance of the City Council of the City of Pearland, Texas, establishing a curfew for persons under the age of 17 years, providing defenses to prosecution for violations hereunder, providing a penalty for violation; providing for timely review and analysis of said ordinance to determine its effectiveness; containing a savings clause, a severability clause and a repealer clause; providing an effective date and for codification, and containing other provisions relating to the subject.  
*Mr. Darrin Coker, City Attorney.*

**AGENDA REQUEST  
BUSINESS OF THE CITY COUNCIL  
CITY OF PEARLAND, TEXAS**

|  |  |
|--|--|
| <b>AGENDA OF: 5-19-14</b>  | <b>ITEM NO. Ordinance No. 1012-2</b>     |
| <b>DATE SUBMITTED: 5-05-14</b>   | <b>DEPARTMENT OF ORIGIN: Legal</b>       |
| <b>PREPARED BY: Darrin Coker</b>   | <b>PRESENTOR: Darrin Coker</b>           |
| <b>REVIEWED BY: NA</b>   | <b>REVIEW DATE: NA</b>                   |
| <b>SUBJECT: Curfew Ordinance</b>   |  |
| <b>EXHIBITS: Ordinance No. 1012-2</b>  |  |
| <b>EXPENDITURE REQUIRED:<br/>AMOUNT AVAILABLE:<br/>ACCOUNT NO.:</b>  | <b>AMOUNT BUDGETED:<br/>PROJECT NO.:</b> |
| <b>ADDITIONAL APPROPRIATION REQUIRED:<br/>ACCOUNT NO.:</b>   |  |
| <b>PROJECT NO.:</b>  |  |
| <b>To be completed by Department:</b>  |  |
| <input type="checkbox"/> Finance <input checked="" type="checkbox"/> Legal <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution |  |

**EXECUTIVE SUMMARY**

State law requires the City to review its curfew ordinance every three years to determine its continued need and effectiveness. The Council recently conducted a public hearing on re-adoption of the ordinance where the PD provided testimony regarding the effectiveness of the ordinance as a law enforcement tool. It is staff's recommendation that the Council re-adopt the ordinance.

**ORDINANCE NO. 1012-2**

**An Ordinance of the City Council of the City of Pearland, Texas, maintaining a curfew for persons under the age of 17 years, providing defenses to prosecution for violations hereunder, providing a penalty for violation; providing for timely review and analysis of said ordinance to determine its effectiveness; containing a savings clause, a severability clause and a repealer clause; providing an effective date and for codification, and containing other provisions relating to the subject.**

**WHEREAS**, the City Council has determined that there has been an increase in juvenile violence, juvenile gang activity, and crime committed by persons under the age of 17 years in the City of Pearland; and

**WHEREAS**, the City Council has discovered the migration of gang activity to the City of Pearland from surrounding cities and communities where curfew ordinances have been implemented and enforced; and

**WHEREAS**, due to their lack of maturity and experience, persons under the age of 17 years are particularly susceptible to participate in unlawful and gang-related activities and to be victims of older perpetrators of crime; and

**WHEREAS**, the City of Pearland has an obligation to provide for the protection of minors from each other and from other persons, for the enforcement of parental control over the responsibility for children, for the protection of the general public, and for the reduction of the incidence of juvenile violence and criminal activity; and

**WHEREAS**, a curfew applicable to persons under the age of 17 will be in the interest of public health, safety, and general welfare, and will diminish the undesirable impact of such conduct on the citizens of the City of Pearland; now, therefore,

**ORDINANCE NO. 1012-2**

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

I.

The facts and matters set forth in the preamble of this ordinance are hereby found to be true and correct.

II.

**PURPOSE.**

It is the express purpose of this ordinance to: (1) deter criminal conduct involving juveniles; (2) curtail migration of gang activity from surrounding cities and communities; (3) reduce the number of juvenile crime victims; (4) reduce injury from accidents involving juveniles; (5) provide additional and more effective means for dealing with gang-related violence and crime; and (6) reduce juvenile peer pressure to participate in violent or criminal activities.

III.

**DEFINITIONS.**

For the purpose of this ordinance, the following words or terms shall have the meanings ascribed to them in this section unless the context of their usage clearly indicates another meaning:

A. City shall mean the City of Pearland, Texas.

B. Curfew Hours shall mean:

1. 11:00 p. m. on any Sunday, Monday, Tuesday, Wednesday, or Thursday until 6:00 a. m. of the following day;
2. 12:01 a. m. until 6:00 a. m. on any Saturday or Sunday; and

**ORDINANCE NO. 1012-2**

3. 9:00 a. m. until 2:30 p. m. on any Monday, Tuesday, Wednesday, Thursday, or Friday; provided, however, the hours defined in this paragraph (3) shall not be considered as Curfew Hours for minors subject to compulsory school attendance pursuant to 21.032, Texas Education Code, nor shall the hours defined in this paragraph (3) be considered as Curfew Hours on days or during periods in which the school, where the applicable minor is enrolled, is closed or classes in which the applicable minor is enrolled have been canceled under the order and direction of officials authorized to issue such orders and directives, nor shall the hours defined in this paragraph (3) be considered as Curfew Hours on days or during periods in which applicable minor is not required by law to be in attendance at school.
- C. Emergency shall mean any unforeseen combination of circumstances or the resulting state that calls for immediate action. This term shall include, but is not limited to, a fire, natural disaster, automobile accident, or any situation requiring immediate action to prevent serious bodily injury or loss of life.
- D. Establishment shall mean any privately-owned place of business operated for a profit to which the public is invited, including, but not limited to, any place of amusement or entertainment within the City.
- E. Guardian shall mean a person who, under court order, is the guardian of the person of a minor; or public or private agency with whom a minor has been placed by a court.
- F. Minor shall mean any person under 17 years of age.
- G. Operator shall mean any individual, firm, association, partnership, or corporation operating, managing or conducting any establishment. The term includes the members or partners of an association or partnership and the officers of a corporation.
- H. Parent shall mean a person who is a natural parent, adoptive parent, or step-parent of a minor, a responsible adult, or a person at least 18 years of age who is authorized by the parent or guardian of a minor to have the care and custody of such minor.
- I. Police Department shall mean the Pearland Police Department or any successor police department of the City of Pearland.
- J. Public Place shall mean any place to which the public or a substantial group of the

**ORDINANCE NO. 1012-2**

public has access and shall include, but is not limited to, streets, highways, and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities, restaurants, theaters, game rooms, shops, shopping centers, or any other place that offers for sale, services or merchandise.

- K. Remain shall mean to linger or stay, or fail to leave premises, when requested to do so by a police officer or the owner, operator, or other person in control of the premises.
- L. Serious Bodily Injury shall mean bodily injury that creates a substantial risk of death or that causes death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

IV.

**OFFENSES.**

- A. It shall be unlawful for any minor to knowingly remain, walk, run, stand, or operate or ride about in any motor vehicle or bicycle, in or upon any public place or on the premises of any establishment within the City during Curfew Hours.
- B. It shall be unlawful for the parent or guardian of a minor to knowingly permit, or, by insufficient control, allow a minor to remain in or upon any public place or on the premises of any establishment within the City during Curfew Hours.
- C. It shall be unlawful for the owner, operator, or any employee of an establishment within the City to knowingly allow a minor to remain upon the premises of the establishment during Curfew Hours.

V.

**DEFENSES.**

- A. It shall be a defense to prosecution under Section IV. of this ordinance that the minor was:

**ORDINANCE NO. 1012-2**

1. accompanied by the minor's parent or guardian;
  2. accompanied by an adult designated by the parent or guardian to supervise the minor;
  3. on an errand at the direction of the minor's parent or guardian, without any detour or stop;
  4. in a motor vehicle involved in interstate travel;
  5. engaged in lawful employment activity, or going directly to the employment activity or returning directly to the minor's residence from the employment activity, without any detour or stop;
  6. involved in an emergency;
  7. on an errand made necessary by an illness, injury, or emergency;
  8. on the sidewalk abutting the minor's permanent residence, or abutting the residence of a next door neighbor of the minor's permanent residence if the neighbor did not complain to the Police Department about the minor's presence thereon.
  9. attending an official school, religious, or other recreational activity supervised by adults and sponsored by the City of Pearland, a civic organization, or another similar entity that takes responsibility for the minor, or going to or returning home from, without any detour or stop, an official school, religious, or other recreational activity supervised by adults and sponsored by the City of Pearland, a civic organization, or another similar entity that takes responsibility for the minor;
  10. engaged, participating in, or traveling to or from any event, function, or activity for which the application of Section IV of this ordinance would contravene the minor's rights protected by the United States Constitution including but not limited to, First Amendment rights, such as the free exercise of religion, freedom of speech, or the right of assembly; or
  11. married or had been married or had disabilities of minority removed in accordance with Chapter 31 of the Texas Family Code.
- B. It is a defense to prosecution under Section IV (C) that the owner, operator, or

**ORDINANCE NO. 1012-2**

employee of an establishment promptly notified the Police Department that a minor was present on the premises of the establishment during Curfew Hours and the minor refused to leave.

- C. It is a defense to prosecution under Section IV. of this ordinance that the minor has been directed by his or her parent or guardian to engage in a specific activity or to carry out expressed instructions, during the time that the minor is actually engaged in fulfilling those directions or responsibilities.

VI.

**ENFORCEMENT.**

Before taking any enforcement action under this ordinance, a police officer shall ask the apparent offender's age and reason for being in the public place or establishment. The officer shall not issue a citation or make an arrest under this ordinance unless the officer reasonably believes that an offense has occurred and that based on any response and other circumstances, Section V is present.

VII.

**PENALTIES.**

- A. A person who violates any provision of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$500.00. Each day of violation shall constitute a separate offense.
- B. When required by Section 51.08 of the Texas Family Code, as amended, the Municipal Court shall waive original jurisdiction over a minor who violates Section IV

**ORDINANCE NO. 1012-2**

(A) of this ordinance and shall refer the minor to juvenile court.

VIII.

The provisions of this ordinance are supplemental and shall be cumulative with all other laws and ordinances applicable in any manner to juveniles.

IX.

All ordinances and parts of ordinances in conflict herewith are hereby repealed, but only to the extent of such conflict.

X.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

XI.

Within six months after the initial enforcement of this ordinance, the City Manager shall review this ordinance and report and make recommendations to the City Council concerning the effectiveness of and the continuing need for the ordinance. The City Manager's report shall specifically include the following information:

- A. the practicality of enforcing the ordinance and any problems with enforcement identified by the Police Department;
- B. the impact of the ordinance on crime statistics;
- C. the number of persons successfully prosecuted for a violation of the ordinance; and

**ORDINANCE NO. 1012-2**

D. the City's net cost of enforcing the ordinance.

XII.

It is the intent of the City Council of the City of Pearland, Texas, that this ordinance shall be codified in the City's official Code of Ordinances, and the sections of this ordinance may be renumbered to accomplish such intention.

XIII.

The City Secretary shall cause this ordinance, or its caption and penalty, to be published in the official newspaper of the City of Pearland, upon passage of such ordinance. The ordinance shall then become effective ten (10) days from and after its publication, or the publication of its caption and penalty, in the official City newspaper.

PASSED and APPROVED ON FIRST READING this the \_\_\_\_\_ day of \_\_\_\_\_, A. D., 2014.

\_\_\_\_\_  
TOM REID  
MAYOR

ATTEST:

\_\_\_\_\_  
YOUNG LORFING  
CITY SECRETARY

**ORDINANCE NO. 1012-2**

PASSED and APPROVED ON SECOND AND FINAL READING this the \_\_\_\_\_ day  
of \_\_\_\_\_, A. D., 2014.

\_\_\_\_\_  
TOM REID  
MAYOR

ATTEST:

\_\_\_\_\_  
YOUNG LORFING  
CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
DARRIN M. COKER  
CITY ATTORNEY

# Consent Agenda Item C

- C. Consideration and Possible Action – Second and Final Reading of Ordinance No. 2000M-112** – An ordinance of the City Council of the City of Pearland, Texas, amending Ordinance No. 2000M, the zoning map of the City of Pearland, Texas, for the purpose of changing the classification of certain real property, being all of lots 1 through 40, inclusive in Block 15, all of lots 24 through 29, inclusive in Block 16 and all of lots 20 through 25, inclusive in Block 14 in the Original Town site of Pearland as recorded in Volume 29, Page 41 in Brazoria County Deed Records, and a 0.148 acre tract as described in Volume 29, Page 41 in the Brazoria County Deed Records, and a 0.148 acre tract as described in Volume 1479, Page 559 in Brazoria County Deed Records, all in the H.T. & B.R.R. Co. Survey, Abstract No. 232 in Brazoria County, Texas, Called Magnolia Court at Old Town Pearland, located (east and west of N. Washington Avenue; east and west of N. Texas Avenue; between W. Jasmine Street to the north and Broadway Street to the south), Zone Change 2014-3Z, a request of Alan Mueller, applicant; on behalf of David Miller, Gromax Building, LTD, First Christian Academy, Harvest of Praise Exalted (HOPE), and Barnett's, LTD, owners; for approval of a change in zoning to amend the Magnolia Court at Old Town Pearland Planned Unit Development (PUD), providing for an amendment of the zoning district map; containing a savings clause, a severability clause, and an effective date and other provisions related to the subject. *Ms. Lata Krishnarao, Director of Community Development.*

**AGENDA REQUEST  
BUSINESS OF THE CITY COUNCIL  
CITY OF PEARLAND, TEXAS**

|   |  |           |            |           |            |
|---|--|-----------|------------|-----------|------------|
| <b>AGENDA OF:</b> May 19, 2014  | <b>ITEM NO.:</b> Ordinance No. 2000M-112 |           |            |           |            |
| <b>DATE SUBMITTED:</b> April 29, 2014   | <b>DEPT. OF ORIGIN:</b> Planning         |           |            |           |            |
| <b>PREPARED BY:</b> Johnna Matthews   | <b>PRESENTOR:</b> Lata Krishnarao        |           |            |           |            |
| <b>REVIEWED BY:</b> Mike Hodge  | <b>REVIEW DATE:</b> May 7, 2014          |           |            |           |            |
| <p><b>SUBJECT:</b> A request of Alan Mueller, applicant; on behalf of David Miller; Gromax Building, LTD; First Christian Academy; Harvest of Praise Exalted (HOPE); Barnett's, LTD., owners; for approval of a change in zoning to amend the Magnolia Court at Old Town Pearland Planned Unit Development (PUD) including approximately 4.048 acres of land, on the following described property, to wit:</p> <p style="text-align: center;"><b>General Location:</b> East and west of N. Washington Avenue; east and west of N. Texas Avenue; between W. Jasmine Street to the north and Broadway Street to the south</p> |  |           |            |           |            |
| <p><b>ATTACHMENTS:</b> Ordinance No. 2000M-112 and Exhibits (Exhibit A – Application; Exhibit B - Vicinity and Zoning Map; Exhibit C - Legal Ad; Exhibit D - Planning and Zoning Commission Recommendation); Joint Public Hearing Staff Report, Future Land Use Map, Abutter Map, Returned Notices, Abutter List, Aerial Map, Original PUD, Planning and Zoning Commission Recommendation Letter</p>  |  |           |            |           |            |
| <p><b>EXPENDITURE REQUIRED:</b> N/A                      <b>AMOUNT BUDGETED:</b> N/A<br/> <b>AMOUNT AVAILABLE:</b> N/A                      <b>PROJECT NO.:</b> N/A<br/> <b>ACCOUNT NO.:</b> N/A</p> <p><b>ADDITIONAL APPROPRIATION REQUIRED:</b> N/A<br/> <b>ACCOUNT NO.:</b> N/A<br/> <b>PROJECT NO.:</b> N/A</p>   |  |           |            |           |            |
| <p><b>To be completed by Department:</b></p> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; width: 25%;">Finance</td> <td style="text-align: center; width: 25%;">Legal</td> <td style="text-align: center; width: 25%;">Ordinance</td> <td style="text-align: center; width: 25%;">Resolution</td> </tr> </table>  |  | Finance   | Legal      | Ordinance | Resolution |
| Finance   | Legal                                    | Ordinance | Resolution |           |            |

### **STAFF RECOMMENDATION**

The applicant proposes minor deviations as it relates to allowable uses within the OT-GB list of permitted uses, as listed above. The mix of uses allowed within the OT-GB zoning district was recommended by the Comprehensive Plan to further the goals of the future land use designation; *Village District* and the Old Townsite. The Comprehensive Plan recommended a walkable, mixed use development. As a result of the adoption of the UDC, three (3) Old Townsite zoning districts were created (OT-GB, OT-R and OT-MU) for the area. Staff recommends approval of the change in zoning to amend the PUD for Magnolia Court at Old Town Pearland to allow for uses that are permitted within the Old Town-General Business (OT-GB) zoning district, without restrictions on allowable uses for the following reasons:

- It is not anticipated that the proposed change in zoning will have any significant negative impacts on surrounding properties or developments. With the adoption of the UDC in 2006, the OT-GB zoning district was created to support Old Town as a walkable village with a mix of uses. The proposed amendment helps to further the goals of the Old Townsite.
- The future land use designation of the Comprehensive Plan (*Village District*) supports the proposed zoning district land uses and embraces the self-contained, tightly gridded village concept, identified by a mix of residential, business and civic uses and shared parking, as allowed within the OT-GB zoning district and recommended by the Comprehensive Plan. The proposed amendment helps to further the goals, as identified in the Comprehensive Plan for the *Village District*.

### **EXECUTIVE SUMMARY**

Alan Mueller, applicant; on behalf of multiple owners, is requesting approval of an amendment to the Magnolia Court at Old Town Pearland Planned Unit Development (PUD). The original PUD was approved on May 12, 2003 and includes approximately 4.048 acres. The purpose of the original PUD was to allow for multiple owners within the district for greater flexibility in selling individual tracts. The PUD identified ten (10) tracts, which allowed for various uses, which were primarily existing uses at the time of the establishment of the PUD.

The applicant proposes to amend all tracts within the PUD, with the exception of Tracts 5, 8 and 9 which were designated for parking and will continue to be used for parking. According to the applicant, the purpose of the amendment is to convert the allowable uses within the PUD to be consistent with allowable uses within the Old Town-General Business (OT-GB) zoning district, with minor deviations. For example, the OT-GB zoning district allows for Institutional uses such as a Church, by right. The applicant proposes to prohibit Churches on Tracts 1, 2, 4, and 7. The Unified Development Code (UDC) defines *Community or Social Buildings* as “a building or complex of buildings that house cultural, recreational, athletic, food service or entertainment facilities owned or operated by a government agency or private nonprofit agency.” The aforementioned use is not permitted within the proposed OT-GB zoning district. As a part of the amendment, the

applicant proposes to allow for *Community or Social Buildings* on Tracts 3 and 6. Additionally, the applicant proposes that any new signage shall comply with Chapter 4, Division 5 of the Unified Development Code.

The below table illustrates the allowable uses for each tract approved for the original PUD, the applicant’s proposed changes, as well as a red line indicating staff’s recommendation, specifically for Tracts 1, 2, 4 and 7:

| <b>Tract</b> | <b>Existing PUD Allowable Uses</b>   | <b>Proposed Amendment Allowable Uses and Staff’s <b>Redline</b> Recommendation</b>                                       |
|--------------|--|--|
| <b>1</b>     | Social and Recreational Building, Day Nursery or Kindergarten, Institutions of Religious or Philanthropic Nature, Public Administration Offices, Schools: Private, Public, Parochial, College or University, Local Utility Distribution Lines, Park/Playground, Recreation Center, Office or Professional, Signs: Monument (On Premise), Signs: Real Estate, Studio: Photography, Artist, Music, Drama, Dance, Blueprint Reproduction, No sexually oriented businesses | All uses allowed within the OT-GB zoning district, <del>except no</del> <b>“Churches, Temples, or Places of Worship”</b> |
| <b>2</b>     | Social and Recreational Building, Day Nursery or Kindergarten, Institutions of Religious or Philanthropic Nature, Public Administration Offices, Schools: Private, Public, Parochial, College or University, Local Utility Distribution Lines, Park/Playground, Recreation Center, Office or Professional, Signs: Monument (On Premise), Signs: Real Estate, Studio: Photography, Artist, Music, Drama, Dance, Blueprint Reproduction, No sexually oriented businesses | All uses allowed within the OT-GB zoning district, <del>except no</del> <b>“Churches, Temples, or Places of Worship”</b> |
| <b>3</b>     | Church   | All uses allowed within the OT-GB zoning district, plus “Community or Social Buildings”                                  |
|              |  |  |

|                 |   |   |
|-----------------|---|---|
| <p><b>4</b></p> | <p>Social and Recreational Building, Day Nursery or Kindergarten, Institutions of Religious or Philanthropic Nature, Public Administration Offices, Schools: Private, Public, Parochial, College or University, Local Utility Distribution Lines, Park/Playground, Recreation Center, Office or Professional, Signs: Monument (On Premise), Signs: Real Estate, Studio: Photography, Artist, Music, Drama, Dance, Blueprint Reproduction, No sexually oriented businesses</p> | <p>All uses allowed within the OT-GB zoning district, <del>except no</del> <del>“Churches, Temples, or Places of Worship”</del></p>                               |
| <p><b>5</b></p> | <p>Parking</p>  | <p>Parking</p>  |
| <p><b>6</b></p> | <p>Social and Recreational Building, Day Nursery or Kindergarten, Institutions of Religious or Philanthropic Nature, Public Administration Offices, Schools: Private, Public, Parochial, College or University, Local Utility Distribution Lines, Park/Playground, Recreation Center, Office or Professional, Signs: Monument (On Premise), Signs: Real Estate, Studio: Photography, Artist, Music, Drama, Dance, Blueprint Reproduction, No sexually oriented businesses</p> | <p>All uses allowed within the OT-GB zoning district, plus “Community or Social Buildings”, and Parking</p>   |
| <p><b>7</b></p> | <p>Residence; <u>plus</u> Social and Recreational Building, Day Nursery or Kindergarten, Institutions of Religious or Philanthropic Nature, Public Administration Offices, Schools: Private, Public, Parochial, College or University, Local Utility Distribution Lines, Park/Playground, Recreation Center, Office or Professional, Signs: Monument (On Premise), Signs: Real Estate, Studio: Photography, Artist, Music, Drama, Dance, Blueprint</p>                        | <p>Single Family Residence, plus all uses allowed within the OT-GB zoning district, <del>except no</del> <del>“Churches, Temples, or Places of Worship”</del></p> |

|    |   |   |
|----|---|---|
|    | Reproduction, No sexually oriented businesses   |   |
| 8  | Parking   | Parking   |
| 9  | Parking   | Parking   |
| 10 | Retail, Restaurant; <u>plus</u> Social and Recreational Building, Day Nursery or Kindergarten, Institutions of Religious or Philanthropic Nature, Public Administration Offices, Schools: Private, Public, Parochial, College or University, Local Utility Distribution Lines, Park/Playground, Recreation Center, Office or Professional, Signs: Monument (On Premise), Signs: Real Estate, Studio: Photography, Artist, Music, Drama, Dance, Blueprint<br>Reproduction, No sexually oriented businesses | All uses allowed within the OT-GB zoning district, plus Parking |

**PUBLIC NOTIFICATION:** Public notices, comment forms, and a vicinity map were mailed to the applicant as well as property owners within 200 feet of the subject property under consideration for the amendment to the Magnolia Court at Old Town Pearland PUD. It is important to note that if 20% of the land area within 200 feet of the site are opposed to the request, represented by returned notices from property owners, then a supermajority vote is required by the City Council. Staff received one (1) notice in opposition to the request. The returned notice does not represent 20% of the land area within 200 feet of the site.

**PLANNING AND ZONING COMMISSION DISCUSSION:** At the regular meeting of the Planning and Zoning Commission on April 21, 2014, Planning and Zoning Commission Commissioner Linda Cowles made a motion to approve the change in zoning, to amend the Magnolia Court at Old Town Pearland to allow for uses within the OT-GB zoning district, subject to staff’s recommendation of no restrictions for Tracts 1, 2 ,4 and 7; the addition of “Community or Social Buildings” for Tracts 3 and 6; all uses within the OT-GB zoning district and Parking for Tract 10; and any new signage shall comply to Chapter 4, Division 5 of the Unified Development Code (UDC) . The motion was seconded by Commissioner Elizabeth McLane. The motion passed with a 7/0 vote.

## **Ordinance No. 2000M-112**

An ordinance of the City Council of the City of Pearland, Texas, amending Ordinance No. 2000M, the zoning map of the City of Pearland, Texas, for the purpose of changing the classification of certain real property, being all of lots 1 through 40, inclusive in Block 15, all of lots 24 through 29, inclusive in Block 16 and all of lots 20 through 25, inclusive in Block 14 in the Original Town site of Pearland as recorded in Volume 29, Page 41 in Brazoria County Deed Records, and a 0.148 acre tract as described in Volume 29, Page 41 in the Brazoria County Deed Records, and a 0.148 acre tract as described in Volume 1479, Page 559 in Brazoria County Deed Records, all in the H.T. & B.R.R. Co. Survey, Abstract No. 232 in Brazoria County, Texas, Called Magnolia Court at Old Town Pearland, located **(east and west of N. Washington Avenue; east and west of N. Texas Avenue; between W. Jasmine Street to the north and Broadway Street to the south)**, Zone Change 2014-3Z, a request of Alan Mueller, applicant; on behalf of David Miller, Gromax Building, LTD, First Christian Academy, Harvest of Praise Exalted (HOPE), and Barnett's, LTD, owners; for approval of a change in zoning to amend the Magnolia Court at Old Town Pearland Planned Unit Development (PUD), providing for an amendment of the zoning district map; containing a savings clause, a severability clause, and an effective date and other provisions related to the subject.

**WHEREAS**, Alan Mueller, applicant; on behalf of David Miller; Gromax Building, LTD; First Christian Academy; Harvest of Praise Exalted (HOPE); Barnett's, LTD., owners; filed an application for an amendment to Ordinance No. 2000M, the Zoning Map of the City of Pearland, for approval of a change in zoning from the Magnolia Court at Old Town Pearland PUD to an amended Magnolia Court at Old Town Pearland PUD to allow uses to be consistent with allowable uses within the Old Townsite General Business (OT-GB) zoning district, with minor deviations; conformance with the sign regulations of Chapter 4, Division 5 of the Unified Development Code (UDC); said property being legally described in the original application for amendment attached hereto and made a part hereof for all purposes as Exhibit "A", and more graphically depicted in the vicinity and zoning map attached hereto and made a part hereof for all purposes as Exhibit "B"; and

**WHEREAS**, on the 21st day of April, 2014, a Joint Public Hearing was held

before the Planning and Zoning Commission and the City Council of the City of Pearland, Texas, notice being given by publication in the official newspaper of the City, the affidavit of publication being attached hereto and made a part hereof for all purposes as Exhibit "C", said call and notice being in strict conformity with provisions of Section 1.2.2.2 of Ordinance No. 2000T; and

**WHEREAS**, on the 21st day of April, 2014, the Planning and Zoning Commission of the City submitted its report and recommendation to the City Council regarding the proposed zone change application of Alan Mueller, applicant; on behalf of David Miller, Gromax Building, LTD, First Christian Academy, Harvest of Praise Exalted (HOPE), and Barnett's, LTD, owners; for approval of a change in zoning to amend the Magnolia Court at Old Town Pearland Planned Unit Development (PUD), said recommendation attached hereto and made a part hereof for all purposes as Exhibit "D"; and

**WHEREAS**, upon receipt of the report from the Planning and Zoning Commission, City Council considered this application and the recommendation of the Planning and Zoning Commission at regular meetings on the 12<sup>th</sup> day of May 2014 and the 26<sup>th</sup> day of May 2014; and

**WHEREAS**, the City Council having fully heard the testimony and argument of all interested parties, and having been fully advised in the premises, finds that in the case of the application of Alan Mueller, applicant for David Miller, Gromax Building, LTD, First Christian Academy, Harvest of Praise Exalted (HOPE), and Barnett's, LTD, presented which, in the judgment of the City Council, would justify the approval of said application; now, therefore,

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

**Section I.** The following described property located within the corporate City Limits of the City of Pearland, Texas, and presently classified as Planned Unit Development (PUD) to an amended PUD, in accordance with all conditions and requirements of the current Unified Development Code and incorporated for all purposes, such property being more particularly described as:

**LEGAL DESCRIPTION:** All of lots 1 through 40, inclusive in Block 15, all of lots 24 through 29, inclusive in Block 16 and all of lots 20 through 25, inclusive in Block 14 in the Original Town site of Pearland as recorded in Volume 29, Page 41 in Brazoria County Deed Records, and a 0.148 acre tract as described in Volume 29, Page 41 in the Brazoria County Deed Records, and a 0.148 acre tract as described in Volume 1479, Page 559 in Brazoria County Deed Records, all in the H.T. & B.R.R. Co. Survey, Abstract No. 232 in Brazoria County, Texas. Called Magnolia Court at Old Town Pearland.

**GENERAL LOCATION:** East and west of N. Washington Avenue; east and west of N. Texas Avenue; between W. Jasmine Street to the north and Broadway Street to the south, Pearland, Texas

**Section II.** The City Council of the City of Pearland finds and determines that the recitations in the preamble hereof are true and that all necessary prerequisites of law have been accomplished and that no valid protest of the proposed change has been made. The City Council further finds and determines that there has been compliance with the mandates of law in the posting and presentation of this matter to the Planning and Zoning Commission and to the City Council for consideration and decision.

**Section III.** The City Council of the City of Pearland finds and determines that the amendment adopted herein promotes the health, safety, and general welfare of the public and is a proper valid exercise of the City's police powers.

**Section IV.** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**Section V.** All rights and remedies, which have accrued in the favor of the City under this Ordinance and its amendments thereto, shall be and are preserved for the benefit of the City.

**Section VI.** The City Secretary is hereby directed to cause to be prepared an amendment to the official Zoning District Map of the City, pursuant to the provisions of Section 2.3.2.2 of Ordinance No. 2000-T and consistent with the approval herein granted for the reclassification of the herein above described property.

**Section VII.** This Ordinance shall become effective after its passage and approval on second and final reading.

PASSED, APPROVED, and ADOPTED on First Reading this 12<sup>th</sup> day of May, 2014.

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TOM REID  
MAYOR

ATTEST:

---

YOUNG LORFING, TRMC  
CITY SECRETARY

PASSED, APPROVED, and ADOPTED on Second and Final Reading this 26<sup>th</sup>  
day of May, 2014.

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TOM REID  
MAYOR

ATTEST:

---

YOUNG LORFING, TRMC  
CITY SECRETARY

APPROVED AS TO FORM:

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DARRIN M. COKER  
CITY ATTORNEY

# Exhibit A Application



## APPLICATION FOR A CHANGE IN ZONING

ZONE CHANGE APPLICATION Updated October 2012  
City of Pearland  
Community Development  
3523 Liberty Drive  
(Community Center)  
Pearland, Texas 77581  
281-652-1758  
281-652-1702 fax  
www.cityofpearland.com

Current Zoning District: PUD (Magnolia Court + Old Town Pearland)  
Proposed Zoning District: P.U.D - Amended

**Property Information:**

Address or General Location of Property: 2336 N. Texas  
Tax Account No. 7025-0201-120  
Subdivision: Pearland Lot: 30 32 Block: 15

A complete application must include all information shown on the Application Checklist attached to this application.

**PROPERTY OWNER INFORMATION:**

NAME David J Miller  
ADDRESS 512 W. Donovan St  
CITY Houston STATE TX ZIP 77091  
PHONE (713) 557-3284  
FAX (281) 485-1649 Attn: David J Miller  
E-MAIL ADDRESS NA

**APPLICANT/AGENT INFORMATION:**

NAME Alan Mueller  
ADDRESS 8201 Broadway  
CITY Pearland STATE TX ZIP 77581  
PHONE (281) 412-9210  
FAX (281) 412-9060  
E-MAIL ADDRESS alan@promatexas.com

\*Property owner must be the current owner of the property at the time of submittal of the application, and not the party that has the property under contract.  
As owner and applicant, I hereby request approval of the above described request as provided for by the Unified Development Code of the City of Pearland.

Owner's Signature: [Signature] Date: Feb 12, 2014  
Applicant/Agent's Signature: [Signature] [Signature] Date: 2/14/14  
Date: Same as above

| OFFICE USE ONLY:                          |  |                                 |                               |
|---|--|---------------------------------|-------------------------------|
| FEES PAID: <u>\$800.00</u>                | DATE PAID: <u>1-3-14</u><br><u>2-14-14</u> | RECEIVED BY: <u>[Signature]</u> | RECEIPT NUMBER: <u>161101</u> |
| Application No. <u>Zone Change 104-32</u> |  |                                 |                               |

### APPLICATION CHECKLIST FOR THE FOLLOWING

- Zone Changes
- Planned Development Districts (PD)

- Application, filled out completely, and signed by the owner of the property to be considered for the conditional use permit.
- If the applicant is the designated agent, the application shall include a written statement from the property owner authorizing the agent to file the application on his behalf. Section 1.2.1.1 (a) of the Unified Development Code.
- Parcel map, printed from the City of Pearland website, indicating the location and boundaries of the subject property.
- Letter of Intent, explaining the zone change request in detail and why the zoning is being requested to be changed, and state the uses being proposed  
*NA*

\*Letter of Intent is not required for a PD.

- Application fee, as determined below, by cash, check made payable to the City of Pearland, or credit card (Visa and MasterCard only)
  - Zero (0) to less than 25 acres: *Approx 2.8 Ac*
    - \$ 750.00, plus \$25.00 per each type of zoning district requested; or
    - \$ 800.00 if requesting a Planned Development (PD)
  - 25 to less than 50 acres:
    - \$ 800.00, plus \$25.00 per each type of zoning district requested; or
    - \$ 850.00 if requesting a Planned Development (PD)
  - 50 to less than 75 acres:
    - \$ 850.00, plus \$25.00 per each type of zoning district requested; or
    - \$ 900.00 if requesting a Planned Development (PD)
  - 75 to less than 100 acres:
    - \$ 900.00, plus \$25.00 per each type of zoning district requested; or
    - \$ 950.00 if requesting a Planned Development (PD)
  - 100 acres and above:
    - \$ 950.00, plus \$25.00 per each type of zoning district requested; or
    - \$ 1000.00 if requesting a Planned Development (PD)

- For PD's Only: the proposed PD document electronic form by date of application (either emailed or on a CD) (see PD Format for guidelines on how to prepare the PD).

- Acknowledgement of the sign to be posted on the property 10 days prior to the public hearing *will post prior to deadline AM*

- Provide evidence or proof that all taxes and obligations have been paid regarding the subject property. *Pending*

- Application packets that are not complete will not be accepted. When a completed application packet has been accepted and reviewed, additional information may be required by staff as a result of the review, it may be necessary to postpone the proposed CUP/Zone Change and remove it from the scheduled agenda and place it on a future agenda date according to Section 1.2.1.2. of the Unified Development Code.

CITY OF PEARLAND  
 R E P O R T  
 \*\*\* CUSTOMER RECEIPT \*\*\*  
 Oper: JCOTTER Type: OC Drawer: J  
 Date: 3/18/14 00 Receipt no: 161100

| Description             | Quantity | Amount  |
|-------------------------|----------|---------|
| BA BOARD OF ADJUSTMENTS | 1.00     | 6800.00 |
| Trans number:           |          | 4395186 |

PUD AMENDMENT  
 336 N TEXAS  
 ALAN MUELLER  
 DAVID J MILLER  
 ZONE CHANGE  
 DAVID J MILLER/OWEN C MILLER  
 512 W DONOVAN ST  
 HOUSTON

| Tender detail  |      |         |
|----------------|------|---------|
| CK CHECK       | 1456 | 6800.00 |
| Total tendered |      | 6800.00 |
| Total payment  |      | 6800.00 |

Trans date: 3/18/14 Time: 10:34:53

ZONE CHANGE/ VARIANCE/  PLOT RECORDATION

(circle one)  
 \$8,000.00 BA or  PE or  FE

Description: Input who the check is from  
 David J. & Owen C. Miller

COMMENTS/DESCRIPTION (F10):

Location or  
 Address PUD Amendment  
336 N. Texas

Applicant David J. Miller  
Alan Mueller

Owner David J. Miller

Apne chg no. AD14-3Z

Tract 1



Johnna Matthews  
Senior Planner  
City of Pearland  
3519 Liberty Drive  
Pearland TX 77581

RE: Consent to PUD Amendment Application  
Magnolia Court at Old Town Pearland

Ms. Matthews:

We are the owners of property within the Magnolia Court at Old Town Pearland planned unit development. I consent to the submission of the attached Magnolia Court Amendment #1 and request your favorable consideration of the amendment.

Please contact me if you have any questions.

Sincerely,

  
Paul Graham

3/25/14  
Date

Name

Grand Buildings LLC

Entity Name

4201 Broadway

Address

Pearland TX 77581

City/State/ZIP

281 412 9210

Phone

Tract 2



Johana Matthews  
Senior Planner  
City of Pearland  
3519 Liberty Drive  
Pearland TX 77581

RE: Consent to PUD Amendment Application  
Magnolia Court at Old Town Pearland

Ms. Matthews:

We are the owners of property within the Magnolia Court at Old Town Pearland planned unit development. I consent to the submission of the attached Magnolia Court Amendment #1 and request your favorable consideration of the amendment.

Please contact me if you have any questions.

Sincerely,

James Duwell 3/26/14  
Name Date  
First Christian Academy Inc  
Entity Name  
4205 W Broadway  
Address  
Pearland, Tx 77581  
City/State/ZIP  
281-914-1825  
Phone

Tracts 3, 5, 6, 8, 9, 10



Johnna Mathews  
Senior Planner  
City of Pearland  
3519 Liberty Drive  
Pearland TX 77581

RE: Consent to PUD Amendment Application  
Magnolia Court at Old Town Pearland

Ms. Mathews:

We are the owners of property within the Magnolia Court at Old Town Pearland planned unit development. I consent to the submission of the attached Magnolia Court Amendment #1 and request your favorable consideration of the amendment.

Please contact me if you have any questions.

Sincerely,

Paul R. Dim

3-28-14

Name  
HOPE CHURCH PEARLAND  
Entity Name  
4509 BROADWAY  
Address  
Pearland, TX 77581  
City/State/ZIP  
713-589-4297  
Phone

Date

Tract 4

Lata Krishnarao  
Director of Community Development  
City of Pearland  
3519 Liberty Drive  
Pearland TX 77581

RE: Authorization to file applications

Ms. Krishnarao:

I hereby assign Alan Mueller as agent on behalf of myself for the sole purpose of representing me in my applications for amendment of the Magnolia Court at Old Town Pearland planned unit development. This representation as agent is only for this transaction and would not be for any other use. This authorization as agent does not include the power to bind me to any liability or payment obligation.

Please contact me if you have any questions.

Sincerely,

  
\_\_\_\_\_  
David J. Miller  
512 W. Dowdman St.  
Houston TX 77091

Feb 12, 2014  
Date

Tract 7



Johnna Matthews  
Senior Planner  
City of Pearland  
3519 Liberty Drive  
Pearland TX 77581

RE: Consent to PUD Amendment Application  
Magnolia Court at Old Town Pearland

Ms. Matthews:

We are the owners of property within the Magnolia Court at Old Town Pearland planned unit development. I consent to the submission of the attached Magnolia Court Amendment #1 and request your favorable consideration of the amendment.

Please contact me if you have any questions.

Sincerely,

B.V. Sandell  
Name  
Barnetts LTD  
Entity Name  
5402 Ryan Acres Dr  
Address  
Pearland, TX 77584  
City/State/ZIP  
281 794 7571  
Phone

3/25/14  
Date

Tract 1

TAX CERTIFICATE



ROYIN GARRETT, PCC  
BRAZORIA COUNTY TAX ASSESSOR - COLLECTOR  
111 E. LOCUST  
ANGLETON, TEXAS 77515

**Issued To:**  
GROMAX BUILDING LLC  
4201 BROADWAY ST  
PEARLAND, TX 77581-4188

**Legal Description:**  
PEARLAND, BLOCK 15, LOT 28-29, ACRES  
0.155

**Parcel Address:** 4201 BROADWAY PM 538  
**Legal Acres:** .1550

> - -  
**Account Number:** 7025-0201-115  
**Certificate No:** 220843342  
**Certificate Fee:** \$30.00

**Print Date:** 04/01/2014  
**Paid Date:** 04/01/2014  
**Issue Date:** 04/01/2014  
**Operator ID:** CHARISE

< - -

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 26.15 OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED, UP TO AND INCLUDING THE YEAR 2013. ALL TAXES ARE PAID IN FULL.

**Exemptions:**

**Certified Owner:**

GROMAX BUILDING LLC  
4201 BROADWAY ST  
PEARLAND, TX 77581-4188

**2013 Value:** 175,310  
**2013 Levy:** 54,854.01  
**2013 Levy Balance:** 50.00  
**Prior Year Levy Balance:** 50.00  
**Total Levy Due:** 50.00  
**P&I + Attorney Fee:** 50.00  
**Total Amount Due:** 50.00

**Certified Tax Unit(s):**

1 BRAZORIA COUNTY  
9 SPECIAL ROAD & BRIDGE  
28 PEARLAND ISD  
54 BRAZORIA DRAINAGE DIST 4  
96 CITY OF PEARLAND

Reference (if any) N/A

Issued By: *Charise Johnson*  
ROYIN GARRETT, PCC  
BRAZORIA COUNTY TAX ASSESSOR - COLLECTOR  
(979) 864-1320, (979) 388-1320, (281) 756-1320

Tract 2

TAX CERTIFICATE



ROYIN GARRETT, PCC  
BRAZORIA COUNTY TAX ASSESSOR - COLLECTOR  
111 E. LOCUST  
ANGLETON, TEXAS 77515

Issued To:  
GRIMAX DEVELOPMENT  
4201 W. BROADWAY  
PEARLAND, TX 77581

Legal Description:  
PEARLAND, BLOCK 15, LOT 206, CLOVERGATE  
COMPLEX, ACRES 0.279

Flotax# Number: 142822

Parcel Address: 4201 BROADWAY PM 519

Legal Acres: .279

>--

Account Number: 7025-0204-110

Field Date: 08/11/2014

Certificate No: 33959(18)

Field Date: 02/01/2014

Certificate Fee: \$10.00

Issue Date: 03/31/2014

Operator ID: AMBER

<--

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 241.03 OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED, UP TO AND INCLUDING THE YEAR 2013. ALL TAXES ARE PAID IN FULL.

Exemptions:

PRORATED

Certified Owner:

FIRST CHRISTIAN ACADEMY  
4201 BROADWAY ST  
PEARLAND, TX 77581-8188

|                          |         |
|--------------------------|---------|
| 2013 Value:              | 344,820 |
| 2013 Levy:               | \$2.00  |
| 2013 Levy Balance:       | \$6,896 |
| Prior Year Levy Balance: | \$0.00  |
| Total Levy Due:          | \$6,896 |
| P&A + Attorney Fee:      | \$0.00  |
| Total Amount Due:        | \$6,896 |

Certified Tax Entities:

- 1 BRAZORIA COUNTY
- 5 SPECIAL ROAD & BRIDGE
- 24 PEARLAND ISD
- 34 BRAZORIA DRAPPALE DIST #
- 196 CITY OF PEARLAND

Ballot/over (GF) No: 114

Issued By: *Amber Cook*  
ROYIN GARRETT  
BRAZORIA COUNTY TAX ASSESSOR - COLLECTOR  
(829) 644-1328, (978) 388-1528, (281) 796-1328

dd:\royin\_tx\_cert\txcert\114

TAX CERTIFICATE

Tracts 3, 5, 6, 8, 9, 10



ROVIN GARRETT, PCC  
BRAZORIA COUNTY TAX ASSESSOR - COLLECTOR  
111 E. LOCUST  
ANGLETON, TEXAS 77515

Issued To:  
GROMAX DEVELOPMENT  
400 W. BROADWAY  
PEARLAND, TX 77581

Legal Description:  
PEARLAND BLOCK 13, LOT 3104B  
CLOVERGATE COMPLEX LOT 306, ACRES 6.614

Fiduciary Number: 177462

Parcel Address: 400 BROADWAY PM 89  
Legal Acres: .9940

Account Number: 7025-0201-000  
Certificate No: 2206417M  
Certificate Fee: 100.00

Prior Date: 06/1/2014  
Paid Date: 03/1/2014  
Issue Date: 03/1/2014  
Operator ID: AMBER

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 36.15 OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED, UP TO AND INCLUDING THE YEAR 2013. ALL TAXES ARE PAID IN FULL.

Exemptions:

PRORATED

Certified Owner:

HARVEST OF PRAISE EXALTED  
PO BOX 1452  
PEARLAND TX 77581

|                          |          |
|--------------------------|----------|
| 2013 Value:              | 1,244.00 |
| 2013 Levy:               | 50.00    |
| 2013 Levy Balance:       | 50.00    |
| Prior Year Levy Balance: | 30.00    |
| Total Levy Due:          | 50.00    |
| P&A + Attorney Fee:      | 50.00    |
| Total Amount Due:        | 50.00    |

Certified Tax Limits:

- 1 BRAZORIA COUNTY
- 2 SPECIAL ROAD & BRIDGE
- 28 PEARLAND ISD
- 34 BRAZORIA DRAINAGE DIST 4
- 36 CITY OF PEARLAND

Reference (G) TA 00A  
Issued By: *Amber Cook*  
ROVIN GARRETT, PCC  
BRAZORIA COUNTY TAX ASSESSOR - COLLECTOR  
(979) 464-1320, (979) 308-1120, (301) 756-1320

TAX CERTIFICATE



ROYIN GARRETT, PCC  
BRAZORIA COUNTY TAX ASSESSOR - COLLECTOR  
111 E. LOCUST  
ANGLETON, TEXAS 77519

Issued To:  
GRIMAK DEVELOPMENT  
428 W. BROADWAY  
PEARLAND, TX 77581

Legal Description:  
PEARLAND, BLOCK 13, LOT 11019, ACRES  
.799

Tractary Number: 1474624

Parcel Address:  
Legal Acres: .799

Account Number: 7025-0201-120  
Certificate No: 22846743  
Certificate Fee: \$1000

Print Date: 03/31/2014  
Post Date: 03/31/2014  
Issue Date: 03/31/2014  
Operator ID: 118826

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 26.15 OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED, UP TO AND INCLUDING THE YEAR 2013. ALL TAXES ARE PAID IN FULL.

Exemption:  
PRORATED

Certified Owner:  
HARVEST OFFSHORE DRILLING  
PO BOX 1652  
PEARLAND, TX 77581-0162

|                                |               |
|--------------------------------|---------------|
| 2013 Value:                    | 489,430       |
| 2013 Levy:                     | 8000          |
| 2013 Levy Balance:             | 39,160        |
| Prior Year Levy Balance:       | 0166          |
| <b>Total Levy Due:</b>         | <b>39,176</b> |
| <b>T&amp;A + Attorney Fee:</b> | <b>1000</b>   |
| <b>Total Amount Due:</b>       | <b>40,176</b> |

Certified Tax Units:  
1 BRAZORIA COUNTY  
5 SPECIAL ROAD & BRIDGE  
28 PEARLAND ISD  
51 BRAZORIA DRAINAGE DIST 2  
48 CITY OF PEARLAND

Believed (G.P. No.) N/A  
Issued By: *Amber Cook*  
ROYIN GARRETT, PCC  
BRAZORIA COUNTY TAX ASSESSOR - COLLECTOR  
(979) 264-0320, (979) 388-1320, (281) 226-4228

03/31/2014 09:20:00 AM (TX) 170



ROVIN GARRETT, PCC  
 BRAZORIA COUNTY TAX ASSESSOR - COLLECTOR  
 111 E. LOCUST  
 ANGLETON, TEXAS 77515

Dated To:  
 GRMAX DEVELOPMENT  
 428 W. BROADWAY  
 PEARLAND, TX 77581

Legal Description:  
 PEARLAND, BLOCK 15, LOT 1105, ACRES  
 0.04

Tract Number: (41401)

Parcel Address:  
 Legal Area: 4040

Account Number: 7025-0201-001  
Certificate No: 2084(01)  
Continuation Fee: \$10.00

Print Date: 03/11/2014  
Paid Date: 03/11/2014  
Issue Date: 03/11/2014  
Operator ID: GARRETT

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 2A.15 OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED, UP TO AND INCLUDING THE YEAR 2013. ALL TAXES ARE PAID IN FULL.

Exemption:  
 PROPRATED

Certified Owner:  
 HARVEST OF PRAISE DRAUGHT  
 PO BOX 1632  
 PEARLAND, TX 77586-1632

|                          |        |
|--------------------------|--------|
| 2013 Value:              | 94,548 |
| 2013 Levy:               | 30.00  |
| 2013 Levy Balance:       | 2,836  |
| Prior Year Levy Balance: | 20.00  |
| Total Levy Due:          | 2,856  |
| F&I + Attorney Fee:      | 20.00  |
| Total Amount Due:        | 3,056  |

Certified Tax Utilize:  
 1 BRAZORIA COUNTY  
 2 SPECIAL ROAD & BRIDGE  
 31 PEARLAND ISD  
 34 BRAZORIA DRAINAGE DISTRICT  
 35 CITY OF PEARLAND

Reference (G) No: N/A  
 Signed By: *Rovin Garrett*  
 ROVIN GARRETT, PCC  
 BRAZORIA COUNTY TAX ASSESSOR - COLLECTOR  
 (979) 864-1338, (979) 864-1338, (281) 756-1329

document for certification | 14

TAX CERTIFICATE

Tract 4



ROVIN GARRETT, FCC  
BRAZORIA COUNTY TAX ASSESSOR - COLLECTOR  
111 E. LOCUST  
ANGLETON, TEXAS 77516

Grantor:  
GROMAX DEVELOPMENT  
401 W. BROADWAY  
PEARLAND, TX 77581

Legal Description:  
PEARLAND, BLOCK 13, LOT 3031-42, ACRES  
4.215

Category Number: 10478

Parcel Address: 3216 N TEXAS AVE  
Legal Acres: 3.19

Account Number: 7025-0201-120  
Certificate No.: 120037061  
Certificate Fee: \$16.00

Print Date: 09/22/14  
Print Date: 09/22/14  
Issue Date: 09/22/14  
Operator ID: CHARISE

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 1031 OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CLARIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED, UP TO AND INCLUDING THE YEAR 2013. ALL TAXES ARE PAID IN FULL.

Exemptions:

Certified Owner:  
MILLER DAVID J  
912 W DONOVAN ST  
HOUSTON, TX 77042-5786

|                          |          |
|--------------------------|----------|
| 2013 Value:              | 504.98   |
| 2013 Levy:               | 326.1741 |
| 2013 Levy Balance:       | 0.00     |
| Prior Year Levy Balance: | 0.00     |
| Total Levy Due:          | 0.00     |
| P&A / Attorney Fee:      | 0.00     |
| Total Amount Due:        | 0.00     |

- Certified Tax Units:
- 1 BRAZORIA COUNTY
  - 4 SPECIAL ROAD & BRIDGE
  - 23 PEARLAND ISD
  - 34 BRAZORIA DRAINAGE DIST 4
  - 92 CITY OF PEARLAND

Reference: CFP No. 2514  
Issued By: *Charise Johnson*  
ROVIN GARRETT, FCC  
BRAZORIA COUNTY TAX ASSESSOR - COLLECTOR  
(979) 864-1326, (979) 388-4320, (281) 758-1128

TAX CERTIFICATE

Tract 7



ROUVEN GARRETT, POC  
BRAZORIA COUNTY TAX ASSESSOR - COLLECTOR  
111 E. LACUST  
ANGLETON, TEXAS 77516

Issued To:  
GROMAX DEVELOPMENT  
420 W. BRADWAY  
PEARLAND, TX 77581

Legal Description:  
PEARLAND, BLOCK 15, LOT 1 & ACRES .141

Tractory Number: 1110074

Parcel Address: 2813 S WASHINGTON AVE

Legal Acres: .148

Account Number: 7025-0201-125  
Certificate No: 22841283  
Certificate Fee: \$18.00

Print Date: 03/31/2014  
Filed Date: 03/21/2014  
Issue Date: 03/31/2014  
Operator ID: AMDDg

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 2A.13 OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED, UP TO AND INCLUDING THE YEAR 2013. ALL TAXES ARE PAID IN FULL.

Exemptions:

Certified Owner:  
BARNETT LTD  
540 RYAN ACRES DR  
PEARLAND, TX 77584-9017

|                          |           |
|--------------------------|-----------|
| 2013 Value:              | 16,270    |
| 2013 Levy:               | 11,042.87 |
| 2013 Levy Balance:       | 80.00     |
| Prior Year Levy Balance: | 20.00     |
| Total Levy Due:          | 91.00     |
| P&L + Attorney Fee:      | 51.00     |
| Total Amount Due:        | 142.00    |

Certified Tax Units:  
1 BRAZORIA COUNTY  
9 SPECIAL ROAD & BRIDGE  
2 PEARLAND ISD  
24 BRAZORIA DRAINAGE DIST 4  
16 CITY OF PEARLAND

Reference (IG) No: 1111  
Issued By: *Amber Ann*  
ROUVEN GARRETT, POC  
BRAZORIA COUNTY TAX ASSESSOR - COLLECTOR  
(775) 864-1228, (775) 388-1228, (281) 756-1329

date(xax\_ax\_certificate) v1.74

## Magnolia Court at Old Town Pearland

### Written Documents:

#### I. Legal Description

All of lots 1 through 40, inclusive in Block 15, all of lots 24 through 29, inclusive in Block 16 and all of lots 20 through 25, inclusive in Block 14 in the Original Town site of Pearland as recorded in Volume 29, Page 41 in the Brazoria County Deed Records, and a 0.148 acre tract as described in Volume 1479, Page 559 in Brazoria County Deed Records, all in the H.T. & B.R.R. Co. Survey, Abstract No. 232 in Brazoria County, Texas. Called Magnolia Court at Old Town Pearland.

The present zoning on the proposed site is Multi-family (MF) and General Business (GB). The applicant is requesting to change the zoning to Planned Unit Development (PUD). The proposed ownership is Paul Grohman on Tract 1, Jerome Karam for Tracts 2, 3, 4, 5, 7-10, and James and Diane Duval on Tract 6.

Tract 1 has a single story building currently used for classrooms and office space. It also has 14 parking spaces on the east side.

Tract 2 has a two-story building currently used for classroom space.

Tract 3 has a two-story building currently used for office and public meeting space.

Tract 4 has a two-story building currently used for classroom space. It also has a playground on the north side and 8 parking spaces.

Tract 5 currently is a parking lot with 39 spaces.

Tract 6 has a two-story building currently used for classrooms and gym space. It also has 59 parking spaces.

Tract 7 has a single story frame house with a single detached garage and 3 parking spaces.

Tract 8 currently is a parking lot with 43 spaces.

Tract 9 currently is a parking lot with 96 spaces.

Tract 10 currently is a parking lot with 68 spaces.



# Magnolia Court at Old Town Pearland Planned Unit Development (May 12, 2003)

## Amendment #1 (April 4, 2014)

### I. Background

Prior to adoption of the original Magnolia Court planned unit development (PUD), the Tracts within the PUD boundary were of singular ownership with the buildings having been built in various stages starting prior to 1980. With changes in the neighborhood and market conditions by the early 2000's, the continued viability of the site necessitated separate ownership and uses among the various Tracts. The prior singular ownership created existing setback and shared parking that could not be accommodated under traditional zoning available at the time, so a PUD was utilized as a means to accommodate repurposing of the existing structures.

Additionally, when the original PUD was adopted in 2003, the Old Townsite zoning districts had not yet been created. Therefore, the Planning & Zoning Commission required very narrow allowable uses in the PUD to match the existing or proposed uses within the property at the time.

Subsequent to the adoption of the PUD, the City has created the Old Townsite zoning districts. The Future Land Use Plan depicts the property as Old Townsite-General Business.

### II. Purpose of Amendment #1

Due to the current limited uses within the PUD, property owners within the PUD have had to turn away potential tenants and/or uses. Rather than adding piecemeal changes to the PUD to allow one or two more use categories, it is sensible to modernize the PUD to be consistent with the current Future Land Use Plan and Unified Development Code.

The purpose of Amendment #1 is to convert the allowable uses within the PUD to be consistent with the Old Townsite-General Business zone, with minor variations. The building configuration within the property lends itself to a "downtown" development, but the existing usage limitations have prevented the full potential utilization of the property. This amendment will allow property owners to have greater flexibility in marketing and utilizing the property which also conform to the City's Future Land Use Plan.

### III. Amendment # 1

Section 2.F of the original PUD is deleted and replaced with the following:

\*F. The following usage regulations will apply within the PUD:

1. The existing and proposed permitted uses for the Tracts within the PUD are shown in Table 1:

Table 1

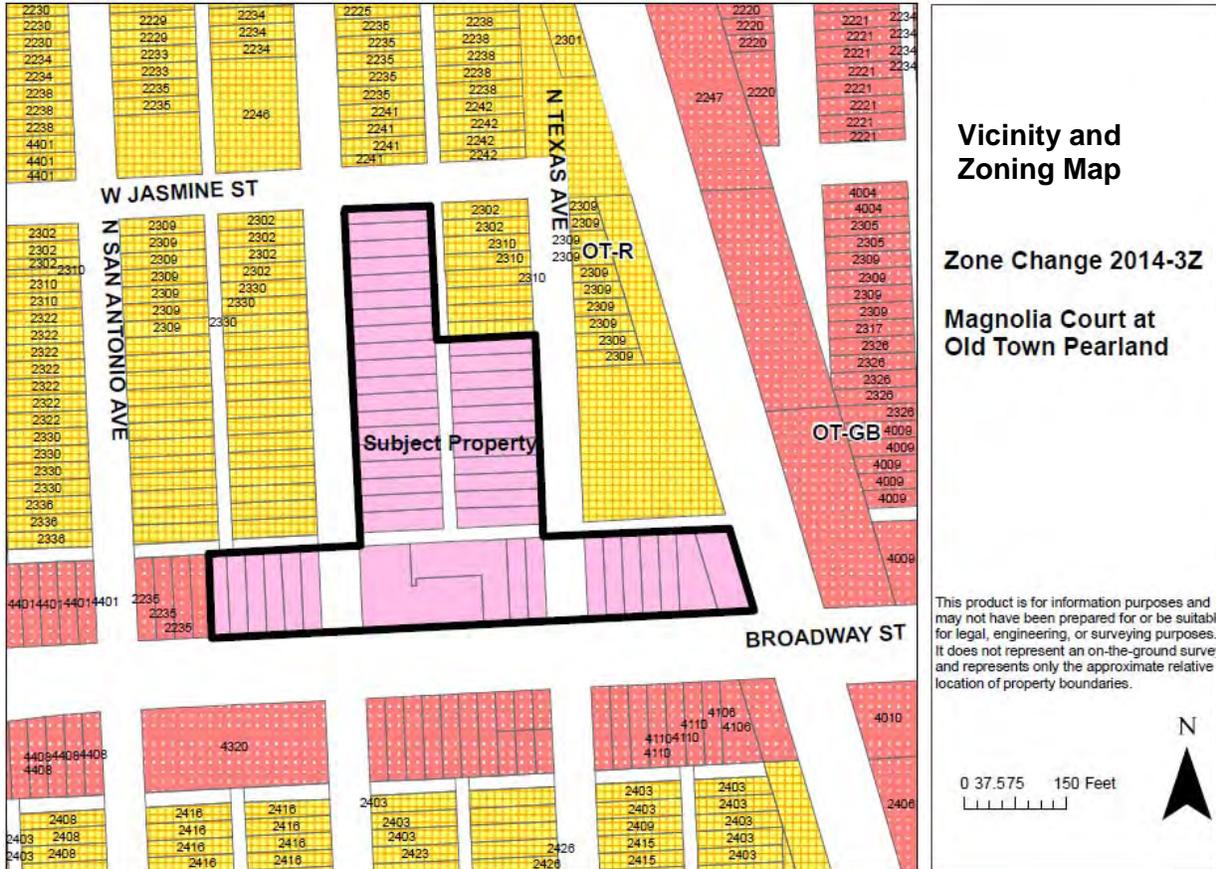
| Tract | Existing PUD Allowable Uses  | Proposed Amendment Allowable Uses  |
|-------|--|--|
| 1     | Social and Recreational Building, Day Nursery or Kindergarten, Institutions of Religious or Philanthropic Nature, Public Administration Offices, Schools: Private, Public, Parochial, College or University, Local Utility Distribution Lines, Park/Playground, Recreation Center, Office or Professional, Signs: Monument (On Premise), Signs: Real Estate, Studio: Photography, Artist, Music, Drama, Dance, Blueprint Reproduction, No sexually oriented businesses                                 | All uses allowed within the OT-GB zoning district, except no "Churches, Temples, or Places of Worship"                               |
| 2     | Social and Recreational Building, Day Nursery or Kindergarten, Institutions of Religious or Philanthropic Nature, Public Administration Offices, Schools: Private, Public, Parochial, College or University, Local Utility Distribution Lines, Park/Playground, Recreation Center, Office or Professional, Signs: Monument (On Premise), Signs: Real Estate, Studio: Photography, Artist, Music, Drama, Dance, Blueprint Reproduction, No sexually oriented businesses                                 | All uses allowed within the OT-GB zoning district, except no "Churches, Temples, or Places of Worship"                               |
| 3     | Church   | All uses allowed within the OT-GB zoning district, plus "Community or Social Buildings"  |
| 4     | Social and Recreational Building, Day Nursery or Kindergarten, Institutions of Religious or Philanthropic Nature, Public Administration Offices, Schools: Private, Public, Parochial, College or University, Local Utility Distribution Lines, Park/Playground, Recreation Center, Office or Professional, Signs: Monument (On Premise), Signs: Real Estate, Studio: Photography, Artist, Music, Drama, Dance, Blueprint Reproduction, No sexually oriented businesses                                 | All uses allowed within the OT-GB zoning district, except no "Churches, Temples, or Places of Worship"                               |
| 5     | Parking  | Parking  |
| 6     | Social and Recreational Building, Day Nursery or Kindergarten, Institutions of Religious or Philanthropic Nature, Public Administration Offices, Schools: Private, Public, Parochial, College or University, Local Utility Distribution Lines, Park/Playground, Recreation Center, Office or Professional, Signs: Monument (On Premise), Signs: Real Estate, Studio: Photography, Artist, Music, Drama, Dance, Blueprint Reproduction, No sexually oriented businesses                                 | All uses allowed within the OT-GB zoning district, plus "Community or Social Buildings", and Parking                                 |
| 7     | Residence; <u>plus</u> Social and Recreational Building, Day Nursery or Kindergarten, Institutions of Religious or Philanthropic Nature, Public Administration Offices, Schools: Private, Public, Parochial, College or University, Local Utility Distribution Lines, Park/Playground, Recreation Center, Office or Professional, Signs: Monument (On Premise), Signs: Real Estate, Studio: Photography, Artist, Music, Drama, Dance, Blueprint Reproduction, No sexually oriented businesses          | Single Family Residence, plus all uses allowed within the OT-GB zoning district, except no "Churches, Temples, or Places of Worship" |
| 8     | Parking  | Parking  |
| 9     | Parking  | Parking  |
| 10    | Retail, Restaurant; <u>plus</u> Social and Recreational Building, Day Nursery or Kindergarten, Institutions of Religious or Philanthropic Nature, Public Administration Offices, Schools: Private, Public, Parochial, College or University, Local Utility Distribution Lines, Park/Playground, Recreation Center, Office or Professional, Signs: Monument (On Premise), Signs: Real Estate, Studio: Photography, Artist, Music, Drama, Dance, Blueprint Reproduction, No sexually oriented businesses | All uses allowed within the OT-GB zoning district, plus Parking  |

2. Signage will comply with the UDC, except:
  - i. Real estate signs advertising a Tract for sale within the PUD may be placed on any Tract.
3. Sexually-oriented businesses are prohibited.\*

**IV. All other provisions of the original PUD remain in effect.**

**END**

## Exhibit B Vicinity and Zoning Map



### Vicinity and Zoning Map

**Zone Change 2014-3Z**

**Magnolia Court at  
Old Town Pearland**

This product is for information purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

**Exhibit C  
Legal Ad**

**NOTICE OF A JOINT PUBLIC HEARING OF THE CITY COUNCIL  
AND  
THE PLANNING AND ZONING COMMISSION  
OF THE CITY OF PEARLAND, TEXAS**

**ZONE CHANGE APPLICATION NO. 2014-3Z**

Notice is hereby given that on April 21, 2014 at 6:30 p.m., the City Council and Planning and Zoning Commission of the City of Pearland, in Brazoria, Harris and Fort Bend Counties, Texas, will conduct a joint public hearing in the Council Chambers of City Hall, located at 3519 Liberty Drive, Pearland, Texas, at the request of Alan Mueller, applicant; on behalf of multiple owners; for approval of an amendment to the Magnolia Court at Old Town Pearland Planned Unit Development (PUD), which includes approximately zone change from the Single-Family Estate (RE) and Suburban Development (SD) zoning districts to the Single Family Residential 1 (R1) zoning district on approximately 4.048 acres of land, more specifically described as:

All of lots 1 through 40, inclusive in Block 15, all of lots 24 through 29, inclusive in Block 16 and all of lots 20 through 25, inclusive in Block 14 in the Original Town site of Pearland as recorded in Volume 29, Page 41 in Brazoria County Deed Records, and a 0.148 acre tract as described in Volume 29, Page 41 in the Brazoria County Deed Records, and a 0.148 acre tract as described in Volume 1479, Page 559 in Brazoria County Deed Records, all in the H.T. & B.R.R. Co. Survey, Abstract No. 232 in Brazoria County, Texas. Called Magnolia Court at Old Town Pearland.

General Location: East and west of N. Washington Avenue;  
east and west of N. Texas Avenue; be-  
tween W. Jasmine Street to the north and  
Broadway Street to the south; Pearland, TX

At said hearing, all interested parties shall have the right and opportunity to appear and be heard on the subject. For additional information, please contact the Planning Department at 281-652-1765.

Johnna Matthews  
Senior Planner

**Exhibit D**  
**Planning and Zoning Commission Recommendation**



# Planning & Zoning Commission

Recommendation Letter

April 22, 2014

Honorable Mayor and City Council Members  
3519 Liberty Drive  
Pearland, TX 77581

Re: Recommendation on Zone Change No. 2014-3Z

Honorable Mayor and City Council Members:

At their meeting on April 21, 2014, the Planning and Zoning Commission considered the following:

A request of Alan Mueller, applicant; on behalf of David Miller; Gromax Building, LTD; First Christian Academy; Harvest of Praise Exalted (HOPE); Barnett's, LTD., owners; for approval of a change in zoning to amend the Magnolia Court at Old Town Pearland Planned Unit Development (PUD) including approximately 4.048 acres of land, on the following described property, to wit:

**LEGAL DESCRIPTION:** All of lots 1 through 40, inclusive in Block 15, all of lots 24 through 29, inclusive in Block 16 and all of lots 20 through 25, inclusive in Block 14 in the Original Town site of Pearland as recorded in Volume 29, Page 41 in Brazoria County Deed Records, and a 0.148 acre tract as described in Volume 29, Page 41 in the Brazoria County Deed Records, and a 0.148 acre tract as described in Volume 1479, Page 559 in Brazoria County Deed Records, all in the H.T. & B.R.R. Co. Survey, Abstract No. 232 in Brazoria County, Texas. Called Magnolia Court at Old Town Pearland.

**GENERAL LOCATION:** East and west of N. Washington Avenue; east and west of N. Texas Avenue; between W. Jasmine Street to the north and Broadway Street to the south; Pearland, Texas

After staff presentation Commissioner Linda Cowles made a motion to approve the change in zoning to amend the Magnolia Court at Old Town Pearland Planned Unit Development (PUD). The motion was seconded by Commissioner Elizabeth McLane. The motion passed with a vote of 7/0. The Planning and Zoning Commission approved the following:

**1. Allowable Uses for Tracts 1-10**

| Tract | Existing PUD Allowable Uses  | Planning and Zoning Commission Approved Amendment                                       |
|-------|--|---|
| 1     | Social and Recreational Building, Day Nursery or Kindergarten, Institutions of Religious or Philanthropic Nature, Public Administration Offices, Schools: Private, Public, Parochial, College or University, Local Utility Distribution Lines, Park/Playground, Recreation Center, Office or Professional, Signs: Monument (On Premise), Signs: Real Estate, Studio: Photography, Artist, Music, Drama, Dance, Blueprint Reproduction, No sexually oriented businesses | All uses allowed within the OT-GB zoning district                                       |
| 2     | Social and Recreational Building, Day Nursery or Kindergarten, Institutions of Religious or Philanthropic Nature, Public Administration Offices, Schools: Private, Public, Parochial, College or University, Local Utility Distribution Lines, Park/Playground, Recreation Center, Office or Professional, Signs: Monument (On Premise), Signs: Real Estate, Studio: Photography, Artist, Music, Drama, Dance, Blueprint Reproduction, No sexually oriented businesses | All uses allowed within the OT-GB zoning district                                       |
| 3     | Church   | All uses allowed within the OT-GB zoning district, plus "Community or Social Buildings" |
| 4     | Social and Recreational Building, Day Nursery or Kindergarten, Institutions of Religious or Philanthropic Nature, Public   | All uses allowed within the OT-GB zoning district                                       |

|           |   |  |
|-----------|---|--|
|           | Administration Offices, Schools: Private, Public, Parochial, College or University, Local Utility Distribution Lines, Park/Playground, Recreation Center, Office or Professional, Signs: Monument (On Premise), Signs: Real Estate, Studio: Photography, Artist, Music, Drama, Dance, Blueprint Reproduction, No sexually oriented businesses   |  |
| <b>5</b>  | Parking   | Parking  |
| <b>6</b>  | Social and Recreational Building, Day Nursery or Kindergarten, Institutions of Religious or Philanthropic Nature, Public Administration Offices, Schools: Private, Public, Parochial, College or University, Local Utility Distribution Lines, Park/Playground, Recreation Center, Office or Professional, Signs: Monument (On Premise), Signs: Real Estate, Studio: Photography, Artist, Music, Drama, Dance, Blueprint Reproduction, No sexually oriented businesses                        | All uses allowed within the OT-GB zoning district, plus “Community or Social Buildings”, and Parking |
| <b>7</b>  | Residence; <u>plus</u> Social and Recreational Building, Day Nursery or Kindergarten, Institutions of Religious or Philanthropic Nature, Public Administration Offices, Schools: Private, Public, Parochial, College or University, Local Utility Distribution Lines, Park/Playground, Recreation Center, Office or Professional, Signs: Monument (On Premise), Signs: Real Estate, Studio: Photography, Artist, Music, Drama, Dance, Blueprint Reproduction, No sexually oriented businesses | Single Family Residence, plus all uses allowed within the OT-GB zoning district                      |
| <b>8</b>  | Parking   | Parking  |
| <b>9</b>  | Parking   | Parking  |
| <b>10</b> | Retail, Restaurant; <u>plus</u> Social and Recreational Building, Day Nursery or Kindergarten, Institutions of Religious or Philanthropic Nature, Public Administration Offices, Schools: Private, Public, Parochial, College or University, Local Utility Distribution Lines, Park/Playground, Recreation Center, Office or Professional, Signs: Monument  | All uses allowed within the OT-GB zoning district, plus Parking                                      |

|  |  |  |
|--|--|--|
|  | (On Premise), Signs: Real Estate,<br>Studio: Photography, Artist, Music,<br>Drama, Dance, Blueprint Reproduction,<br>No sexually oriented businesses |  |
|--|--|--|

2. **Signage**

Any new signage shall conform to Chapter 4, Division 5 of the Unified Development Code (UDC).

Sincerely,

Johnna Matthews  
Senior Planner  
On behalf of the Planning and Zoning Commission



## JOINT PUBLIC HEARING AGENDA ITEM MEETING OF APRIL 21, 2014

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### Zone Change No. 2014-03Z

A request of Alan Mueller, applicant; on behalf of David Miller, Gromax Building, LTD, First Christian Academy, Harvest of Praise Exalted (HOPE), Barnett's, LTD, and the City of Pearland, owners; for approval of a change in zoning to amend the Magnolia Court at Old Town Pearland Planned Unit Development (PUD) which includes approximately 4.048 acres of land, on the following described property, to wit:

**Legal Description:** All of lots 1 through 40, inclusive in Block 15, all of lots 24 through 29, inclusive in Block 16 and all of lots 20 through 25, inclusive in Block 14 in the Original Town site of Pearland as recorded in Volume 29, Page 41 in Brazoria County Deed Records, and a 0.148 acre tract as described in Volume 29, Page 41 in the Brazoria County Deed Records, and a 0.148 acre tract as described in Volume 1479, Page 559 in Brazoria County Deed Records, all in the H.T. & B.R.R. Co. Survey, Abstract No. 232 in Brazoria County, Texas. Called Magnolia Court at Old Town Pearland.

**General Location:** East and west of N. Washington Avenue; east and west of N. Texas Avenue; between W. Jasmine Street to the north and Broadway Street to the south.

**APPROVAL PROCESS:** After the Joint Public Hearing, the requested Zone Change application will be considered as follows:

|                                  |                 |
|----------------------------------|-----------------|
| Planning and Zoning Commission:  | April 21, 2014* |
| City Council for First Reading:  | May 12, 2014*   |
| City Council for Second Reading: | May 26, 2014*   |

(\*dates subject to change)

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**SUMMARY:** Alan Mueller, applicant; on behalf of multiple owners, is requesting approval of an amendment to the Magnolia Court at Old Town Pearland Planned Unit Development (PUD). The original PUD was approved on May 12, 2003 and includes approximately 4.048 acres. The purpose of the original PUD was to allow for multiple owners within the district for greater flexibility in selling individual tracts. The PUD identified ten (10) tracts; Tracts 1-10, which allowed for varying uses. Specifically, Tracts 1, 2, 3, 4, 6 and 7 allowed for uses from various land use categories from the previous Land Use and Urban Development Ordinance, including Accessory and Incidental uses, Institutional and Special Service uses, Utility and Related Service uses, Entertainment and Recreational uses, Retail and Business Services uses, Commercial and Related Services uses. Tracts

JPH 4-21-14

Zone Change No. 2014-3Z

Page 1

5, 8 and 9 were designated for Parking; and Tract 3, for a Church.

The applicant proposes to amend all tracts within the PUD, with the exception of Tracts 5, 8 and 9 which are designated for parking and will continue to be used for parking. According to the applicant, the purpose of the amendment is to convert the allowable uses within the PUD to be consistent with allowable uses within the Old Town-General Business (OT-GB) zoning district, with minor deviations.

It is important to note that when the original PUD was adopted in 2003, the OT-GB zoning district was not in place and the PUD allowed for uses that were existing onsite at the time of adoption of the PUD. The applicant also proposes that any new signage comply with the Unified Development Code, as opposed to the Land Use and Urban Development Ordinance, which was the code in effect at the time of adoption of the PUD.

**SURROUNDING ZONING AND LAND USES:**

|              | <b>Zoning</b>                         | <b>Land Use</b>                                |
|--------------|---------------------------------------|--|
| <b>North</b> | Old Townsite Residential (OT-R)       | Single Family                                  |
| <b>South</b> | Old Townsite General Business (OT-GB) | Various Commercial Uses, including Central BBQ |
| <b>East</b>  | Old Townsite Residential (OT-R)       | Pearland Neighborhood Center                   |
| <b>West</b>  | Old Townsite Residential (OT-R)       | Single Family<br>Adult Reading Center          |

**CONFORMANCE WITH THE UNIFIED DEVELOPMENT CODE (UDC):** The PUD was originally approved on May 12, 2003 under the Land Use and Urban Development Ordinance. The applicant proposes to amend the PUD to be consistent with the allowable uses within the Old Town-General Business (OT-GB) zoning district of the Unified Development Code (UDC) for all tracts within the PUD, with the exception of Tracts 5, 8 and 9, which were originally used for parking and will continue to be used for parking. Further, although Churches are permitted by right within the OT-GB zoning district, the applicant proposes to prohibit Churches on Tracts 1, 2, 4 and 7. The OT-GB zoning district is one of three (3) zoning districts within the Old Townsite District, whose purpose is to:

1. Promote good building and streetscape design.
2. Reinforce existing land use patterns and character.
3. Categorize area into zoning districts as per the UDC and modifications.
4. Promote downtown as a walkable, pedestrian friendly district.
5. Promote multiple types of development and uses.
6. Set forth general provisions and architectural regulations to ensure quality of streetscape and building construction.
7. Allow reduced parking ratios, shared parking and flexibility to encourage re-use of existing buildings.

8. Allow flexibility in building codes and façade requirements to encourage relocation and re-use of existing buildings.
9. Emphasize mixed uses and focus on the streetscape and public spaces to create pedestrian friendly mixed-use developments.

The applicant also proposes that any new signage comply with the UDC. The following table illustrates the difference in allowable uses within the original PUD and the proposed amendment:

| <b>Tract</b> | <b>Existing PUD Allowable Uses</b>   | <b>Proposed Amendment Allowable Uses</b>   |
|--------------|--|--|
| <b>1</b>     | Social and Recreational Building, Day Nursery or Kindergarten, Institutions of Religious or Philanthropic Nature, Public Administration Offices, Schools: Private, Public, Parochial, College or University, Local Utility Distribution Lines, Park/Playground, Recreation Center, Office or Professional, Signs: Monument (On Premise), Signs: Real Estate, Studio: Photography, Artist, Music, Drama, Dance, Blueprint Reproduction, No sexually oriented businesses | All uses allowed within the OT-GB zoning district, except no “Churches, Temples, or Places of Worship” |
| <b>2</b>     | Social and Recreational Building, Day Nursery or Kindergarten, Institutions of Religious or Philanthropic Nature, Public Administration Offices, Schools: Private, Public, Parochial, College or University, Local Utility Distribution Lines, Park/Playground, Recreation Center, Office or Professional, Signs: Monument (On Premise), Signs: Real Estate, Studio: Photography, Artist, Music, Drama, Dance, Blueprint Reproduction, No sexually oriented businesses | All uses allowed within the OT-GB zoning district, except no “Churches, Temples, or Places of Worship” |
| <b>3</b>     | Church   | All uses allowed within the OT-GB zoning district, plus “Community or Social Buildings”                |
| <b>4</b>     | Social and Recreational Building, Day Nursery or Kindergarten, Institutions of Religious or Philanthropic Nature, Public Administration Offices, Schools: Private, Public, Parochial, College or University, Local Utility Distribution Lines, Park/Playground, Recreation Center, Office or Professional, Signs: Monument (On Premise), Signs: Real Estate, Studio: Photography, Artist, Music, Drama, Dance, Blueprint Reproduction, No sexually oriented businesses | All uses allowed within the OT-GB zoning district, except no “Churches, Temples, or Places of Worship” |

|           |  |  |
|-----------|--|--|
| <b>5</b>  | Parking  | Parking  |
| <b>6</b>  | Social and Recreational Building, Day Nursery or Kindergarten, Institutions of Religious or Philanthropic Nature, Public Administration Offices, Schools: Private, Public, Parochial, College or University, Local Utility Distribution Lines, Park/Playground, Recreation Center, Office or Professional, Signs: Monument (On Premise), Signs: Real Estate, Studio: Photography, Artist, Music, Drama, Dance, Blueprint Reproduction, No sexually oriented businesses                                 | All uses allowed within the OT-GB zoning district, plus “Community or Social Buildings”, and Parking                                 |
| <b>7</b>  | Residence; <u>plus</u> Social and Recreational Building, Day Nursery or Kindergarten, Institutions of Religious or Philanthropic Nature, Public Administration Offices, Schools: Private, Public, Parochial, College or University, Local Utility Distribution Lines, Park/Playground, Recreation Center, Office or Professional, Signs: Monument (On Premise), Signs: Real Estate, Studio: Photography, Artist, Music, Drama, Dance, Blueprint Reproduction, No sexually oriented businesses          | Single Family Residence, plus all uses allowed within the OT-GB zoning district, except no “Churches, Temples, or Places of Worship” |
| <b>8</b>  | Parking  | Parking  |
| <b>9</b>  | Parking  | Parking  |
| <b>10</b> | Retail, Restaurant; <u>plus</u> Social and Recreational Building, Day Nursery or Kindergarten, Institutions of Religious or Philanthropic Nature, Public Administration Offices, Schools: Private, Public, Parochial, College or University, Local Utility Distribution Lines, Park/Playground, Recreation Center, Office or Professional, Signs: Monument (On Premise), Signs: Real Estate, Studio: Photography, Artist, Music, Drama, Dance, Blueprint Reproduction, No sexually oriented businesses | All uses allowed within the OT-GB zoning district, plus Parking  |

**SITE HISTORY:** The subject 4.048 acres was annexed into the City of Pearland in 1959. Prior to the adoption of the PUD in 2003, the property was located within two (2) zoning districts: Multi-family (MF) and General Business (GB). The site was developed as follows:

| Tracts | Land Use   |
|--------|--|
| 1      | Single-story building used for classrooms and office space + 14 parking spaces |
| 2      | Two-story building used for classroom space                                    |
| 3      | Two-story building used for office and public meeting space                    |
| 4      | Two-story building used for classroom space, playground + 8 parking spaces     |
| 5      | 39 parking spaces  |
| 6      | Two-story building used for classroom and gym space + 59 parking spaces        |
| 7      | Single-story frame house, detached garage + 3 parking spaces                   |
| 8      | 43 parking spaces  |
| 9      | 96 parking spaces  |
| 10     | 68 parking spaces  |

The purpose of the PUD was to allow for multiple owners within the district to allow for the sale of individual tracts. The PUD also established zero side and rear yard setbacks on multiple lots; 300 shared parking spaces, 90% lot coverage for Tract 3 and co-sharing of lots due to building overhangs.

**PLATTING STATUS:** There is a recorded plat for a portion of the land included within the PUD; Tracts 2 and 3 are platted as Lots 20A and 20B of the Clovergate Complex Subdivision. However, the majority of the land is not platted. Platting will be required if and when development occurs. The UDC defines development as the initiation of any activities related to the platting of land or construction of buildings or structures, the construction of impervious surface, the installation of utilities, roadways, drainage facilities or other infrastructure; or any disturbance of the surface or subsurface of the land in preparation for such construction activities, including without limitation removal of vegetation, grading, clearing, filling or removal of soil.

**CONFORMANCE WITH THE COMPREHENSIVE PLAN:** The site is located within the *Village District* future land use designation. The Comprehensive Plan anticipated that a new zoning district would need to be created for the *Village District*, which would allow a mix of uses within Pearland’s original town site, including residential, retail, office and public/semi-public uses. With the adoption of the UDC in 2006, the Old Townsite District was created and includes three (3) zoning districts; Old Townsite General Business (OT-GB), Old Townsite Single Family Development (OT-R) and Old Townsite Mixed Use (OT-MU) Districts. According to the Comprehensive Plan, major features and land uses of the *Village District* future land use designation include the following:

- The Old Townsite
- Low and medium density residential uses
- Residential-compatible retail, office and service uses (preferably adjacent to major thoroughfares and collector streets)
- Supporting recreational, educational, cultural and civic facilities
- Appropriate zoning districts to be established (currently zoned MF, GB, C, OT)

The requested amendment conforms to the future land use designation of the Comprehensive Plan, as the site is located within the Old Townsite, and embraces the self-contained, tightly gridded

village, identified by a mix of residential, business and civic uses proposed within the mix of uses offered by the OT-GB zoning district. This concept is a viable alternative to the spacious, auto-dependent suburban development. The amendment to the PUD includes elements commonly used to define a village; its compact, proposes a mix of residential and non-residential uses and promotes shared parking and flexibility to encourage the reuse of existing buildings.

**CONFORMANCE WITH THE THOROUGHFARE PLAN:** The subject property has frontage on Broadway Street; a major thoroughfare, which requires 120 feet of right-of-way; N. Texas Avenue, N. Washington Avenue and W. Jasmine Street; all local streets which require a right-of-way width of 50 feet. There is a recorded plat for a portion of the land included within the PUD, however the majority of the property within the PUD has not been platted. A survey has not been provided by the applicant at this time; however, based on GIS data, it appears that the right-of-way along Broadway Street in this location is approximately 100 feet and the right-of-way along the above local streets is approximately 60 feet. It does not appear that the right-of-way width along Broadway Street conforms to the Thoroughfare Plan. However, should certain improvements be proposed in the future, additional right-of-way may be required.

**AVAILABILITY OF UTILITIES:** The subject parcel has access to public water and public sewer. The applicant is responsible for extending lines onto the subject property, if necessary.

**IMPACT ON EXISTING AND FUTURE DEVELOPMENT:** The subject property is currently developed and is surrounded by undeveloped land and developed residential and nonresidential developments. The proposed zone change, to allow additional uses within the PUD, if approved, is not anticipated to have any negative impacts on existing or future developments in the immediate area.

**ADDITIONAL COMMENTS:** This request has been reviewed by the City's Development Review Committee and there were no additional comments from other departments at the time of this report.

**PUBLIC NOTIFICATION:** Public notices, comment forms, and a vicinity map were mailed to the applicant as well as property owners within 200 feet of the subject property under consideration for the amendment to the PUD for Magnolia Court at Old Town Pearland. There are twenty-two (22) property owners within 200 feet of the site. Additionally, a legal notice of public hearing was published in the local newspaper notification signs were placed on the property by the applicant.

**OPPOSITION TO OR SUPPORT OF PROPOSED REQUEST:** Staff has not received any comments either in opposition to or in support of the proposed zone change request at the time of this report.

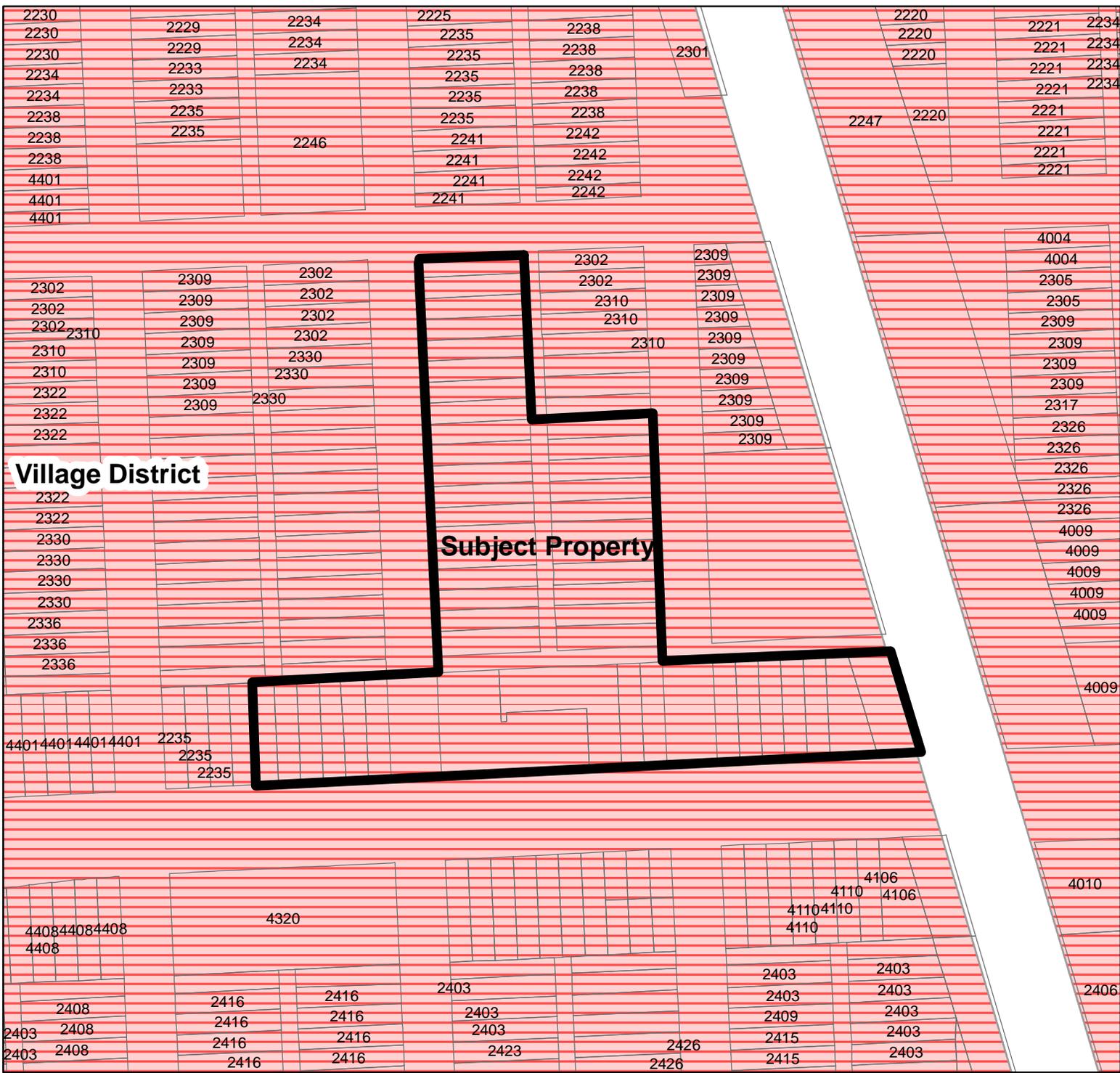
**STAFF RECOMMENDATION:** The applicant proposes minor deviations as it relates to allowable uses within the OT-GB list of permitted uses. For example, the OT-GB zoning district allows for Institutional uses such as a Church, by right. The applicant proposes to prohibit Churches on Tracts 1, 2, 4, and 7. The mix of uses allowed within the OT-GB zoning district was recommended by the Comprehensive Plan to further the goals of the Village concept and the Old

Townsite, with a walkable, mixed use development. Additionally, as a result of the adoption of the UDC, three Old Townsite zoning districts were created (OT-GB, OT-R and OT-MU) to create downtown, walkable pedestrian friendly district, among other things listed in this report. Staff recommends approval of the change in zoning to amend the PUD for Magnolia Court at Old Town Pearlland to allow for uses that are permitted within the Old Town-General Business (OT-GB) zoning district, without restrictions on allowable uses for the following reasons:

1. It is not anticipated that the proposed change in zoning will have any significant negative impacts on surrounding properties or developments. With the adoption of the UDC in 2006, the OT-GB zoning district was created to support Old Town as a walkable village with a mix of uses. The proposed amendment helps to further the goals of the Old Townsite.
2. The future land use designation of the Comprehensive Plan (*Village District*) supports the proposed zoning district land uses and embraces the self-contained, tightly gridded village concept, identified by a mix of residential, business and civic uses and shared parking, as allowed within the OT-GB zoning district and recommended by the Comprehensive Plan. The proposed amendment helps to further the goals, as identified in the Comprehensive Plan for the *Village District*.

**SUPPORTING ATTACHMENTS:**

1. Vicinity and Zoning Map
2. Abutter Map
3. Abutter List
4. Future Land Use Map
5. Aerial Map
6. Magnolia Court at Old Town Pearlland PUD
7. Applicant Packet

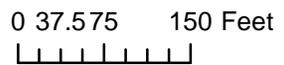


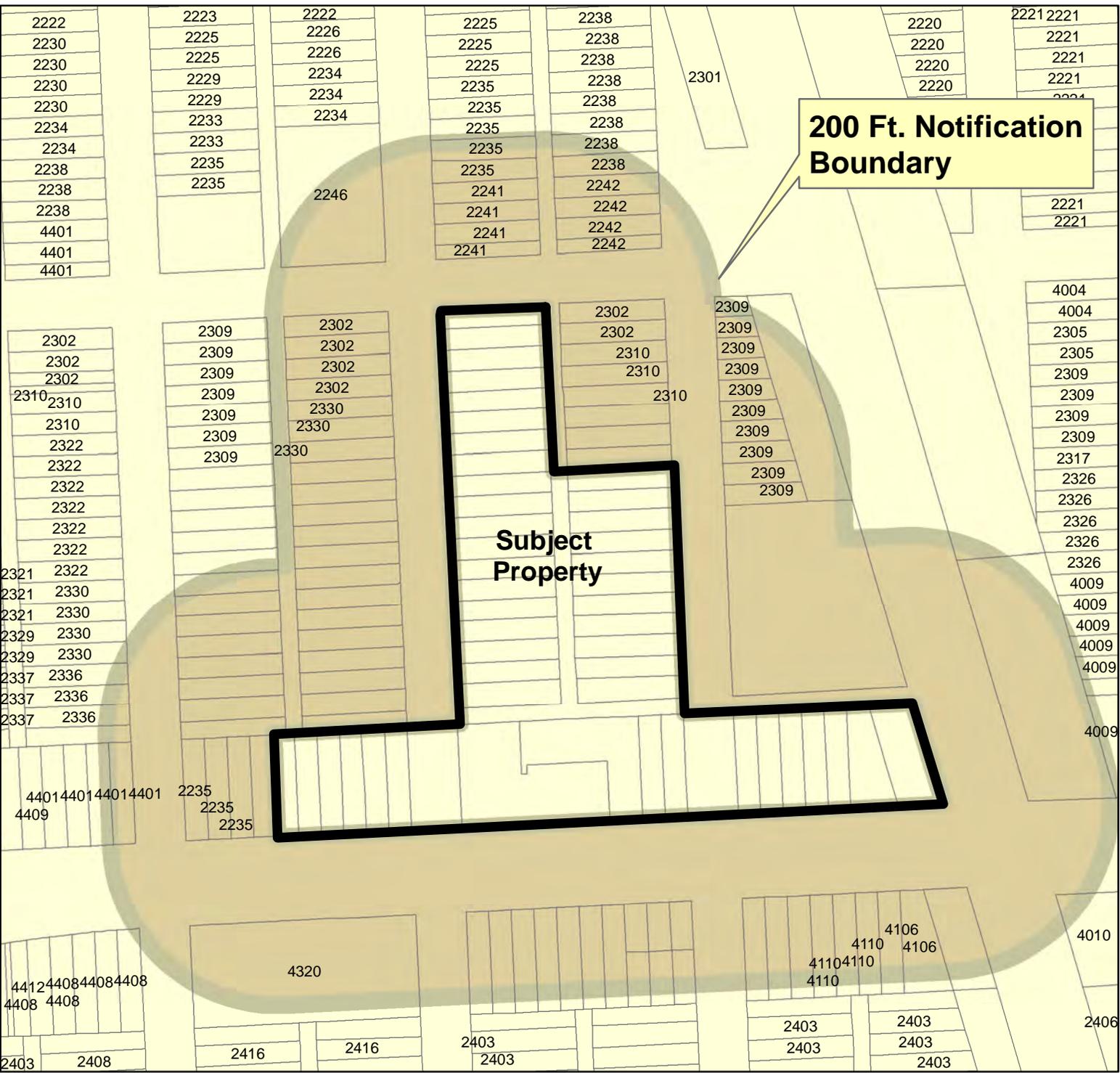
# FLUP Map

## Zone Change 2014-3Z

### Magnolia Court at Old Town Pearland

This product is for information purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



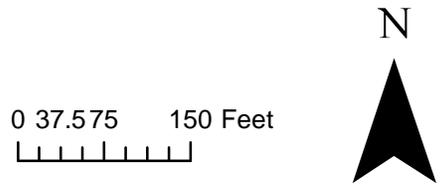


**200 Ft. Notification Boundary**

**Subject Property**

**Abutter Map**  
**Zone Change 2014-3Z**  
**Magnolia Court at**  
**Old Town Pearland**

This product is for information purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.





# PUBLIC COMMENT FORM



Planning Department  
3523 Liberty Drive  
Pearland, Texas 77581  
281-652-1765  
281-652-1702 fax

## ZONE CHANGE APPLICATION NO. 2014-3Z

A request of Alan Mueller, applicant; on behalf of David Miller, Gromax Building, LTD, First Christian Academy, Harvest of Praise Exalted (HOPE), Barnett's, LTD, and the City of Pearland, owners; for approval of a change in zoning to amend the Magnolia Court at Old Town Pearland Planned Unit Development (PUD) zoning district

**Joint Public Hearing to be held Monday, April 21, 2014 at 6:30 PM in the Council Chambers of City Hall, 3519 Liberty Drive, Pearland, Texas.**

If you are unable to attend the Joint Public Hearing, but wish to have your opinions made a part of the public record, please complete this form and *return to the Planning Department at the above noted address by mail, by fax, or drop off in person*, prior to the Joint Public Hearing.

           I am **IN FAVOR OF** the request as explained on the attached notice.  
(Checking "IN SUPPORT OF" means that you support the request and feel that the request should be approved accordingly).

  X   I am **OPPOSED TO** the request as explained on the attached notice.  
(Checking "OPPOSED TO" means that you are in opposition to the request and feel that the request should be denied).

Name: Verita Marshall

Address: 2235 N. Washington St.

Signature: [Handwritten Signature] Date: 4-21-14

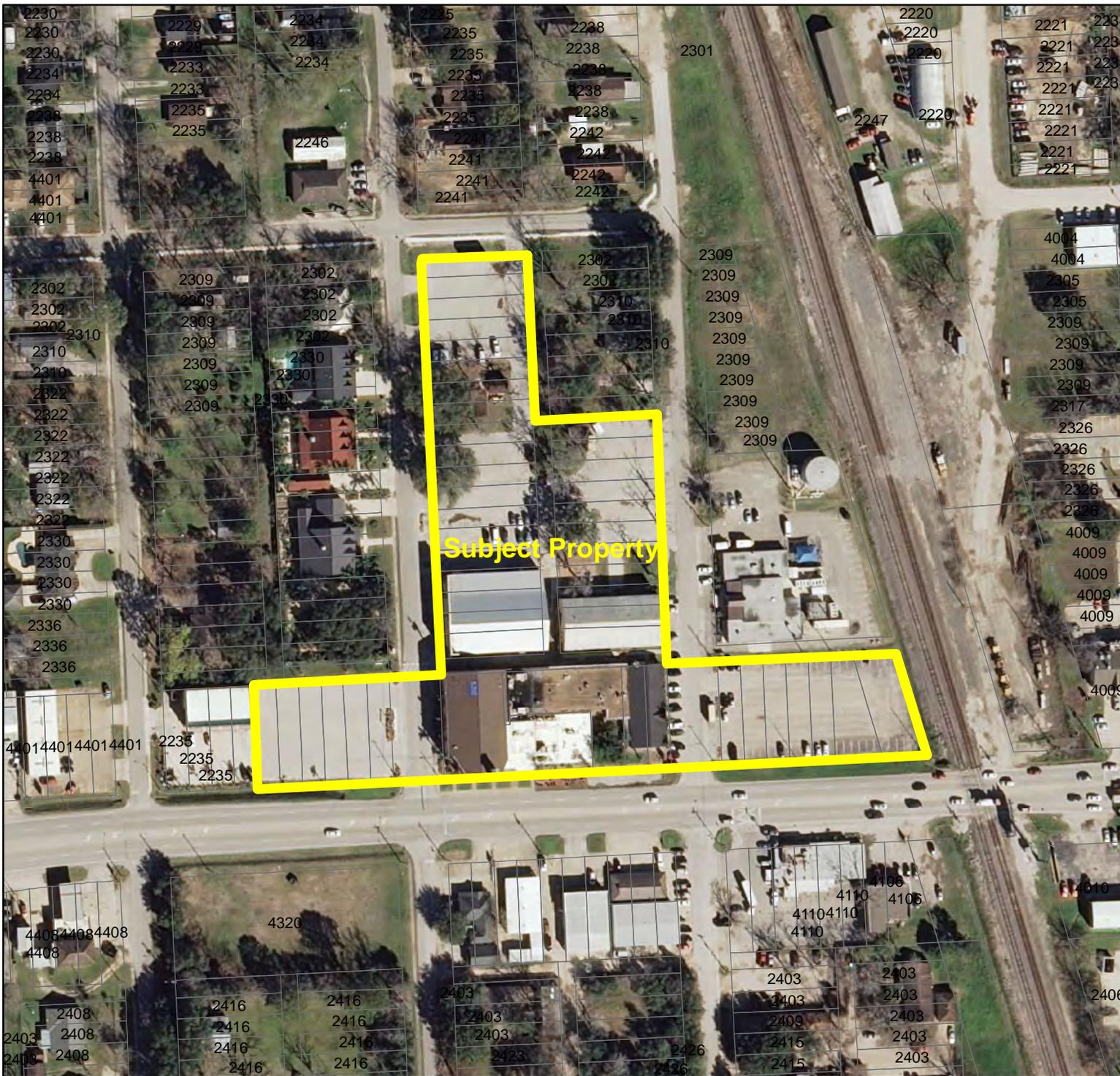
COMMENTS: residential area only; no businesses/commercial use

**ZONE CHANGE 2014-3Z**

Magnolia Court at Old Town Pearland

| <b>NAME</b>                        | <b>ADDRESS</b>        | <b>SUITE #</b> | <b>CITY</b> | <b>STATE</b> | <b>ZIP</b> |
|------------------------------------|-----------------------|----------------|-------------|--------------|------------|
| ADULT READING CENTER INC           | 2246 WASHINGTON ST    |                | PEARLAND    | TX           | 77581      |
| ALEXANDER T & B FAMILY LTD PRTNSHP | 2411 PARK AVE         |                | PEARLAND    | TX           | 77581      |
| BARNETTS LTD                       | 5402 RYAN ACRES DR    |                | PEARLAND    | TX           | 77584      |
| BRANTLEY INVESTMENT LLC            | 2218 N SAN ANTONIO ST |                | PEARLAND    | TX           | 77581      |
| C STORE DEPOT                      | 106 RIVERCOVE LN      |                | RICHMOND    | TX           | 77406      |
| CENTRAL TEXAS BARBECUE CO          | 4110 BROADWAY ST      |                | PEARLAND    | TX           | 77581      |
| CITY OF PEARLAND                   | 3519 LIBERTY DR       |                | PEARLAND    | TX           | 77581      |
| DELANGE JACALYN M                  | PO BOX 2191           |                | PEARLAND    | TX           | 77588      |
| FIRST CHRISTIAN ACADEMY            | 4201 BROADWAY ST      |                | PEARLAND    | TX           | 77581      |
| GROMAX BUILDING LLC                | 4201 BROADWAY ST      |                | PEARLAND    | TX           | 77581      |
| HARVEST OF PRAISE EXALTED          | PO BOX 1652           |                | PEARLAND    | TX           | 77588      |
| HOPKINS TERRY D                    | 2242 TEXAS ST         |                | PEARLAND    | TX           | 77581      |
| JONES JEFFREY W & KAREN C          | 15935 ALSACE          |                | SAN ANTONIO | TX           | 78232      |
| LADS LEASING LLC                   | PO BOX 1527           |                | BELLAIRE    | TX           | 77402      |
| LECLERE DIANA G                    | 2320 WASHINGTON ST    |                | PEARLAND    | TX           | 77581      |
| LECLERE RUTH MARIE                 | PO BOX 488            |                | PEARLAND    | TX           | 77588      |
| LOPEZ JUAN B JR                    | 3811 JOE DR           |                | PEARLAND    | TX           | 77584      |
| MARSHALL VENITA SUSANNE            | 2235 WASHINGTON ST    |                | PEARLAND    | TX           | 77581      |
| MCINTYRE DONALD L                  | 2333 SAN ANTONIO ST   |                | PEARLAND    | TX           | 77581      |
| MILLER DAVID J                     | 512 W DONOVAN ST      |                | HOUSTON     | TX           | 77091      |
| MILLS CHAROLETTE A &               | 2906 CONCORD KNOLL DR |                | PEARLAND    | TX           | 77581      |
| MONTEMAYOR SANTOS & ROSALIE        | 6215 MANRY AVE        |                | PEARLAND    | TX           | 77581      |
| ORR ROBERT C JR & ORR REALTY CORP  | 8554 KATY FWY         | STE 100        | HOUSTON     | TX           | 77024      |
| PATER DEVELOPMENT SERVICES         | 662 W FOREST DR       |                | HOUSTON     | TX           | 77079      |
| POWELL RONNIE L                    | 5410 NOCTURNE DR      |                | ARCOLA      | TX           | 77583      |
| RAINWATER CARLA                    | 2302 WASHINGTON ST    |                | PEARLAND    | TX           | 77581      |
| RANEY HERMAN LEE JR                | PO BOX 1696           |                | PEARLAND    | TX           | 77588      |
| WICKER HARRISON LEE & LINDA        | 2713 PINE NEEDLE LN   |                | PEARLAND    | TX           | 77581      |
| WINDHAM BRYNITA GAIL ETAL          | 2330 SAN ANTONIO ST   |                | PEARLAND    | TX           | 77581      |

|                   |               |          |    |       |
|-------------------|---------------|----------|----|-------|
| WOODS AVA DARLENE | 6501 GRACE LN | PEARLAND | TX | 77584 |
| WOODS AVA DARLENE | 2306 TEXAS ST | PEARLAND | TX | 77581 |
| WOODS AVA DARLENE | 6501 GRACE LN | PEARLAND | TX | 77584 |



## Aerial Map

## Zone Change 2014-3Z

## Magnolia Court at Old Town Pearland

This product is for information purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

0 37.575 150 Feet  
|-----|-----|-----|-----|-----|



Approved  
(copy)  
5.12.03

**Magnolia Court at Old Town Pearland**  
Planned Unit Development Rezoning Application  
Revised

**City of Pearland**

May 12, 2003

## Table of Contents

1. Legal Description
2. Objectives
3. Development Schedule
4. Intentions of Future Selling or Leasing
5. Quantitative Data
6. Drainage
7. Aerial Photo 11 X 17
8. Site Plan 11 X 17
9. Landscape Plan 11 X 17
10. Site Plan 24 X 36
11. Final Plat 24 X 36

## Magnolia Court at Old Town Pearland

### Written Documents:

#### 1. Legal Description

All of lots 1 through 40, inclusive in Block 15, all of lots 24 through 29, inclusive in Block 16 and all of lots 20 through 25, inclusive in Block 14 in the Original Town site of Pearland as recorded in Volume 29, Page 41 in the Brazoria County Deed Records, and a 0.148 acre tract as described in Volume 1479, Page 559 in Brazoria County Deed Records, all in the H.T. & B.R.R. Co. Survey, Abstract No. 232 in Brazoria County, Texas. Called Magnolia Court at Old Town Pearland.

The present zoning on the proposed site is Multi-family (MF) and General Business (GB). The applicant is requesting to change the zoning to Planned Unit Development (PUD). The proposed ownership is Paul Grohman on Tract 1, Jerome Karam for Tracts 2, 3, 4, 5, 7-10, and James and Diane Duval on Tract 6.

Tract 1 has a single story building currently used for classrooms and office space. It also has 14 parking spaces on the east side.

Tract 2 has a two-story building currently used for classroom space.

Tract 3 has a two-story building currently used for office and public meeting space.

Tract 4 has a two-story building currently used for classroom space. It also has a playground on the north side and 8 parking spaces.

Tract 5 currently is a parking lot with 39 spaces.

Tract 6 has a two-story building currently used for classrooms and gym space. It also has 59 parking spaces.

Tract 7 has a single story frame house with a single detached garage and 3 parking spaces.

Tract 8 currently is a parking lot with 43 spaces.

Tract 9 currently is a parking lot with 96 spaces.

Tract 10 currently is a parking lot with 68 spaces.

## 2.Objectives

The rationale for requesting a PUD is to allow for multiple owners within the district. The entire site has been for sale for 3 years, but finding a buyer has been difficult. Selling the individual tracts as described is achievable and will keep the site from going unoccupied for a lengthy period of time. Having multiple owners on the site creates problems with the subdivision ordinance long term. Therefore, the PUD will alleviate these problems.

Creating the PUD district will achieve multiple objectives. These will include the following list:

- A. 0 ft Rear yard set backs for Tracts 1, 2, 3, 4, and 6
- B. 0 ft Side yard set backs for Tracts 1, 2, 3, 4, 6, and 7
- C. Shared parking with 300 required spaces because of the multi-purpose use. For example, weekend use by a church and weekday use for school or office use.
- D. A 90% lot coverage on Tract 3. Usual 70% on all other Tracts.
- E. Tracts 2 and 3 will have co-sharing of lots. Currently the second story classrooms in Tract 2 overhang the boundary of Tract 3. This creates a vertical easement that allows Tract 2 to exist in the future.
- F. The character of the site will not change. The usage will be as follows:

Tract 3 Church

Tract 5, 8, and 9 Parking

Tract 7 Residence

Tract 1, 2, 4, 6, and 7 Social & Recreational Building, Day Nursery or Kindergarten, Institutions of Religious or Philanthropic Nature, Public Administration offices, Schools: Private, Public, Parochial, College, or University, Local Utility Distribution Lines, Park Playground, Recreation Center, Office or Professional, Signs: Monument (On Premise), Signs: Real Estate, Studio: Photography, Artist, Music, Drama, Dance, Blueprint

Reproduction, No sexually oriented businesses

Tract 10 All listed above plus retail, restaurant

- G. Tract 4 will undergo a façade change. The current metal façade will be replaced with a façade that meets the building requirements. This will greatly enhance the existing site.
- H. Request the large Magnolia tree on Tract 2 to be a historical tree.
- I. A Condo Association will be created for maintenance of the parking areas.
- J. Reciprocal parking agreements to protect shared parking will be in effect
- K. Up to 10,000 square feet of new building space may be constructed in the PUD.

### **3. Development Schedule**

The site is fully developed.

**4. The intentions of future selling or leasing**

|                      |                               |
|----------------------|-------------------------------|
| Tract 1 Paul Grohman | Tract 6 James and Diane Duval |
| Tract 2 Jerome Karam | Tract 7 Jerome Karam          |
| Tract 3 Jerome Karam | Tract 8 Jerome Karam          |
| Tract 4 Tom Trammell | Tract 9 Jerome Karam          |
| Tract 5 Jerome Karam | Tract 10 Jerome Karam         |

The ownership shall not be limited to only these individuals in the future.

5. Quantitative Data

a. 7 buildings

b. Lot coverage

|          |     |              |
|----------|-----|--------------|
| Tract 1  | 58% |              |
| Tract 2  | 70% |              |
| Tract 3  | 90% |              |
| Tract 4  | 56% |              |
| Tract 5  | 0%  |              |
| Tract 6  | 32% | Total 32.60% |
| Tract 7  | 20% |              |
| Tract 8  | 0%  |              |
| Tract 9  | 0%  |              |
| Tract 10 | 0%  |              |

c. Residential densities – 1 residence on Tract 7

d. Total open space – Not applicable

e. Total usable open space – Not applicable

f. Total amount of nonresidential construction – 5 buildings

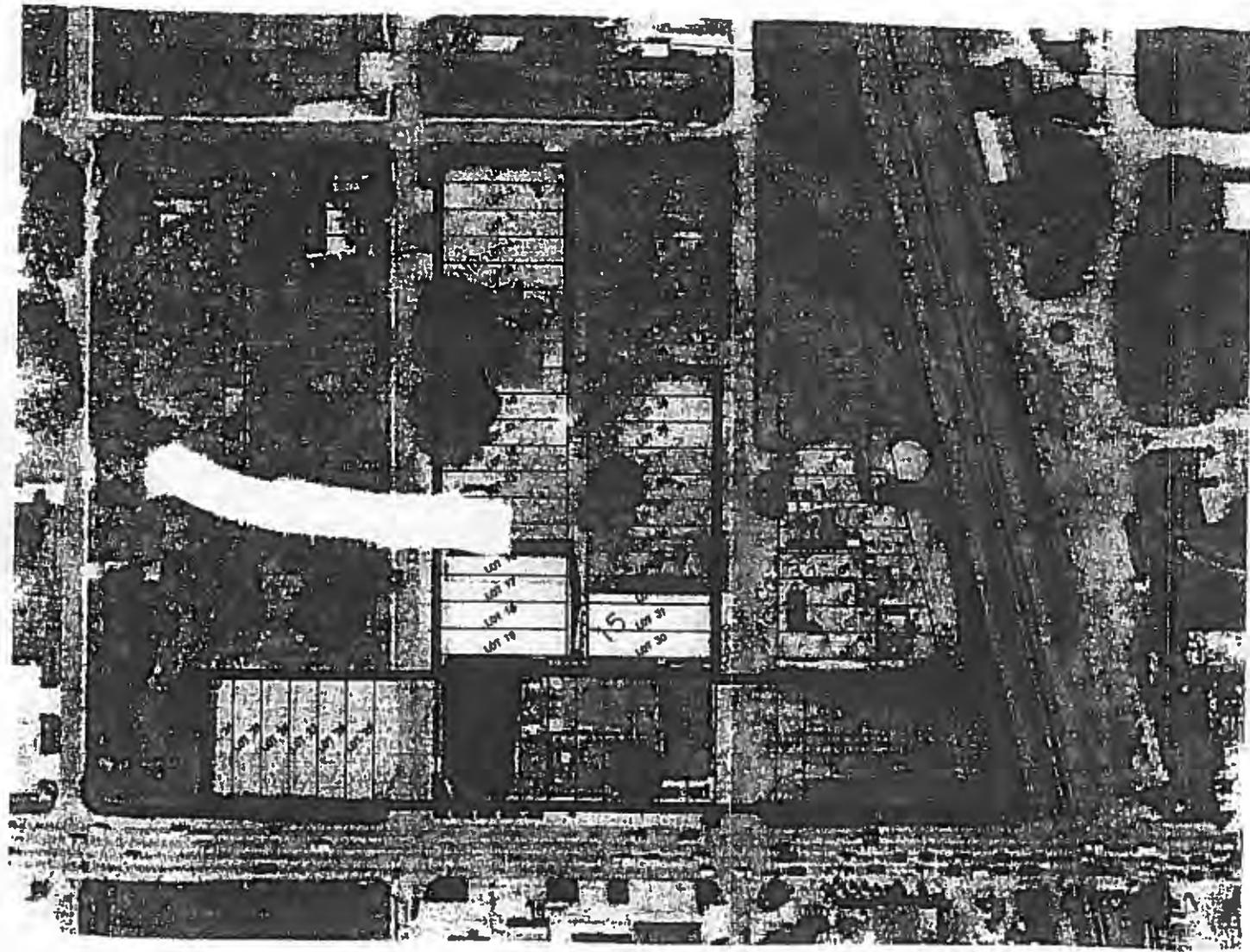
g. Parking space analysis:

| <u>Tract</u> | <u>Current Use</u> | <u>Needed Spaces</u> |
|--------------|--------------------|----------------------|
| 1            | office             | 20                   |
| 2            | school             | 40                   |
| 3            | church             | 160                  |
| 4            | office             | 40                   |
| 5            | parking            | NA                   |
| 6            | school             | 16                   |
| 7            | house              | 2                    |
| 8            | parking            | NA                   |
| 9            | parking            | NA                   |
| 10           | parking            | NA                   |
| <u>Total</u> |                    | <u>278</u>           |

The total # of spaces needed would only apply if all uses were being utilized at the same time. Since the church meets only on the weekend and the school and offices are only open during the week, this should not occur. Therefore, the # of spaces required will be 300. Thus achieving the objective of shared parking spaces.

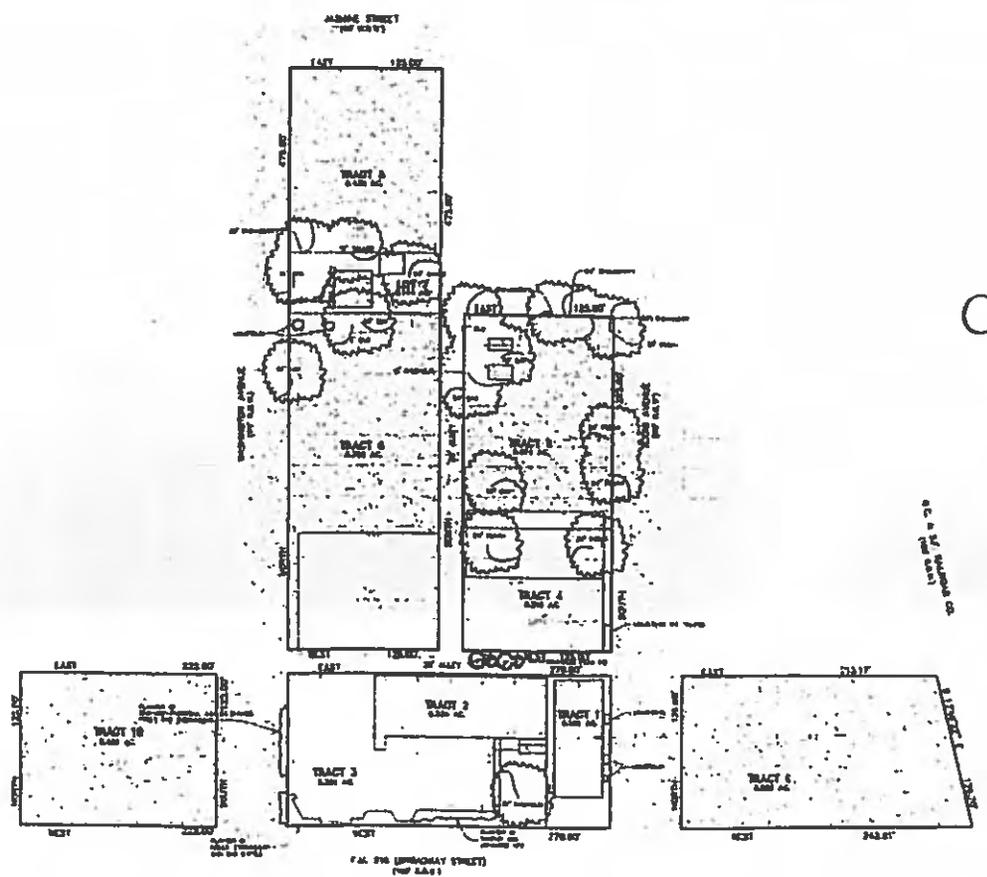
## **6. Drainage**

The proposed PUD will not increase the current impervious cover. Therefore, the historical drainage flows will continue to exist. Any new structures built on the site in the future will need to comply with the current drainage policy.



SCALE: 1"=100'





# LANDSCAPE PLAN OF CLOVERGATE COMPLEX

A REPLAT OF LOTS 1-40 IN BLOCK 15,  
LOTS 24-29 IN BLOCK 16 AND  
LOTS 20-25 IN BLOCK 14 OF  
THE ORIGINAL TOWNSITE OF PEARLAND  
IN THE H.T. & B.R.R. CO. SURVEY,  
ABSTRACT NO. 232

4.048 ACRES  
3 BLOCKS, 10 LOTS

OWNERS: CLOVERGATE, INC  
353 PARKWOOD  
FRIENDSWOOD, TEXAS 77546  
(281) 992-8451

PAUL GRODMAN  
2108 KILDARE  
PEARLAND, TEXAS 77561  
(281) 992-6258

FIRST CHRISTIAN ACADEMY  
4201 W. BROADWAY  
PEARLAND, TEXAS 77581  
(281) 412-5182

DATE: MAY, 2003

LEGEND

○ C

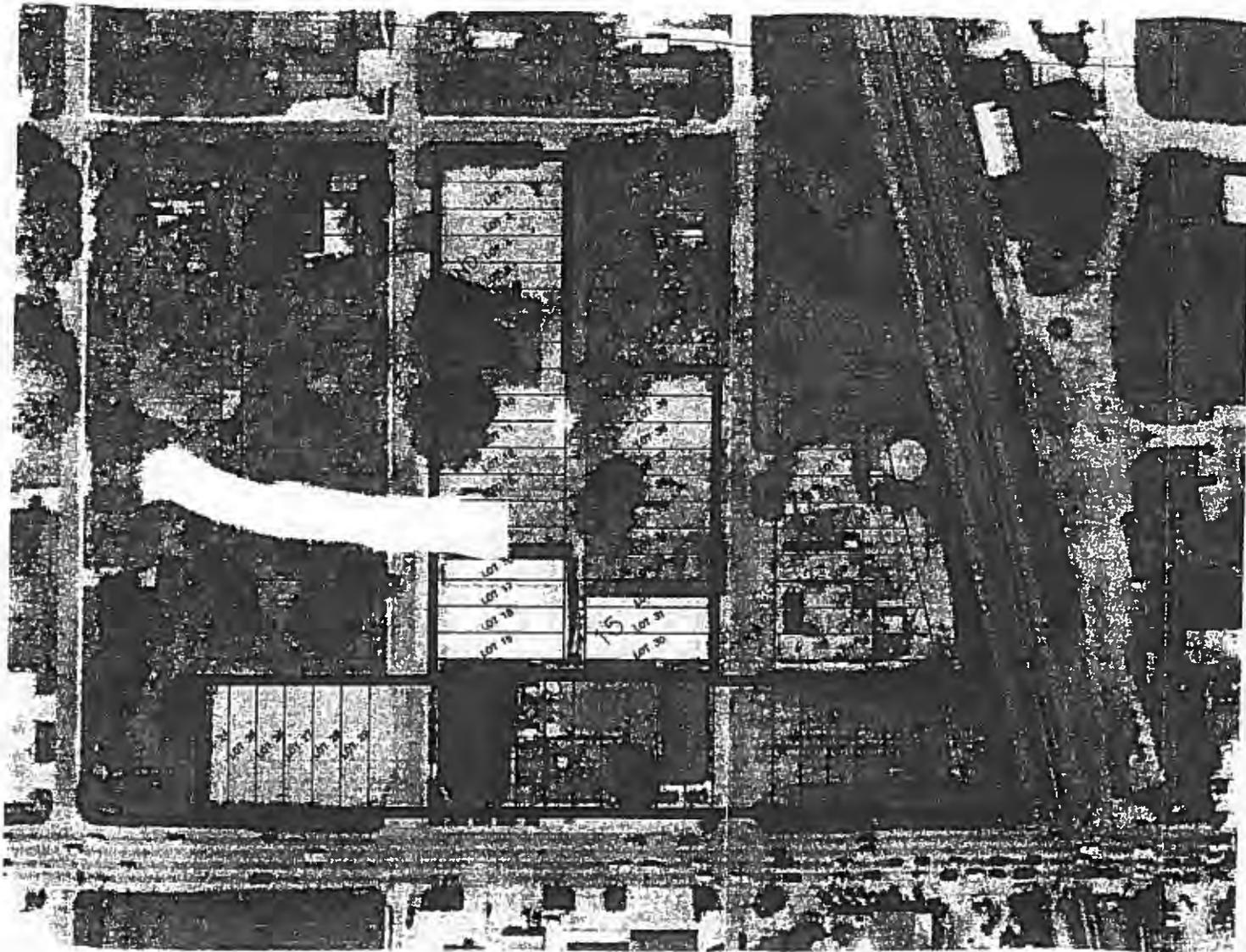
○ S

○ P

PREPARED BY

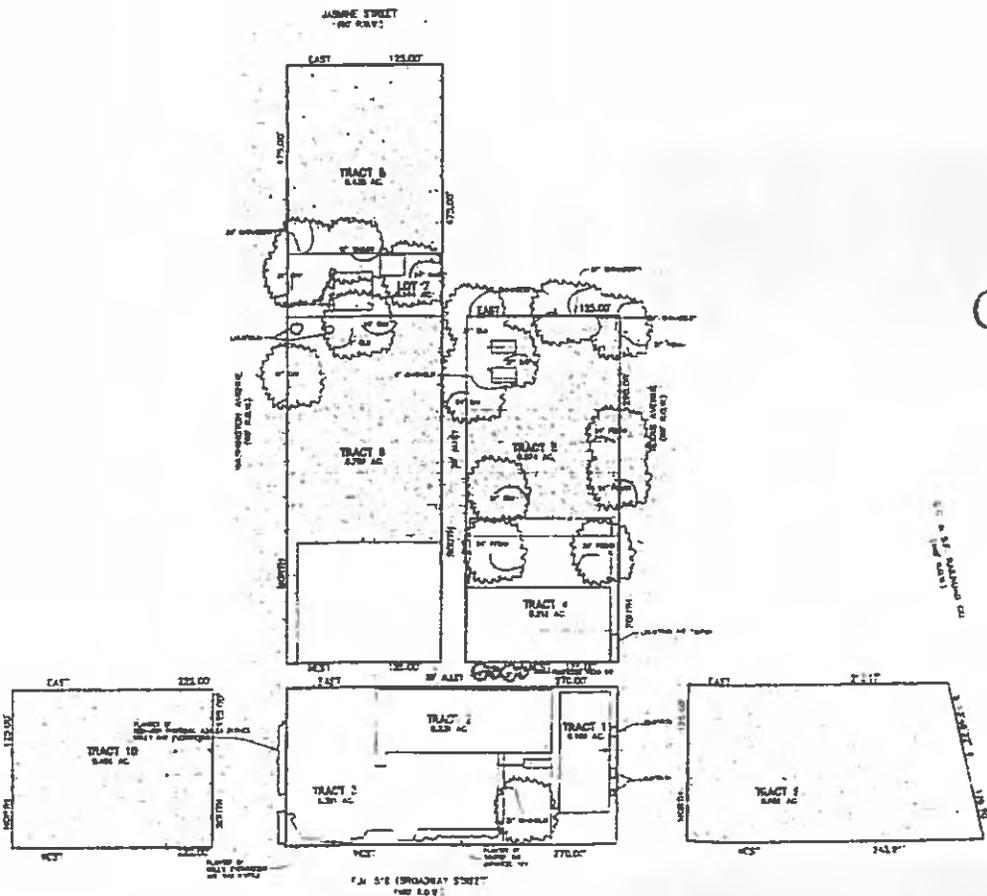


THE WILSON SURVEY GROUP  
PROFESSIONAL LAND SURVEYORS  
2006 E. BROADWAY PEARLAND, TEXAS  
(281) 485-3991 FAX (281) 485-3992



SCALE: 1"=100'





# LANDSCAPE PLAN OF CLOVERGATE COMPLEX

A REPLAT OF LOTS 1-40 IN BLOCK 15,  
LOTS 24-29 IN BLOCK 16 AND  
LOTS 20-25 IN BLOCK 14 OF  
THE ORIGINAL TOWNSITE OF PEARLAND  
IN THE H.T. & B.R.R. CO. SURVEY,  
ABSTRACT NO. 232

4.048 ACRES  
3 BLOCKS, 10 LOTS

OWNERS: CLOVERGATE, INC.      PAUL GROMAN  
353 PARKWOOD                      2108 KILDARE  
FRIENDSWOOD, TEXAS 77546      PEARLAND, TEXAS 77561  
(281) 962-8451                        (281) 992-6238

FIRST CHRISTIAN ACADEMY  
4201 W. BROADWAY  
PEARLAND TEXAS 77561  
(281) 412-6122

DATE: MAY, 2003

PREPARED BY

 THE WILSON SURVEY GROUP  
NON-RESIDENTIAL LAND SURVEYORS  
2002      6555 ACADIA      PEARLAND, TX 77561  
TEL: 409-266-1866      FAX: 409-266-1866



# Planning & Zoning Commission

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## Recommendation Letter

April 22, 2014

Honorable Mayor and City Council Members  
3519 Liberty Drive  
Pearland, TX 77581

Re: Recommendation on Zone Change No. 2014-3Z

Honorable Mayor and City Council Members:

At their meeting on April 21, 2014, the Planning and Zoning Commission considered the following:

A request of Alan Mueller, applicant; on behalf of David Miller; Gromax Building, LTD; First Christian Academy; Harvest of Praise Exalted (HOPE); Barnett's, LTD., owners; for approval of a change in zoning to amend the Magnolia Court at Old Town Pearland Planned Unit Development (PUD) including approximately 4.048 acres of land, on the following described property, to wit:

**LEGAL DESCRIPTION:** All of lots 1 through 40, inclusive in Block 15, all of lots 24 through 29, inclusive in Block 16 and all of lots 20 through 25, inclusive in Block 14 in the Original Town site of Pearland as recorded in Volume 29, Page 41 in Brazoria County Deed Records, and a 0.148 acre tract as described in Volume 29, Page 41 in the Brazoria County Deed Records, and a 0.148 acre tract as described in Volume 1479, Page 559 in Brazoria County Deed Records, all in the H.T. & B.R.R. Co. Survey, Abstract No. 232 in Brazoria County, Texas. Called Magnolia Court at Old Town Pearland.

**GENERAL LOCATION:** East and west of N. Washington Avenue; east and west of N. Texas Avenue; between W. Jasmine Street to the north and Broadway Street to the south; Pearland, Texas

After staff presentation Commissioner Linda Cowles made a motion to approve the change in zoning to amend the Magnolia Court at Old Town Pearland Planned Unit Development (PUD). The motion was seconded by Commissioner Elizabeth McLane.

The motion passed with a vote of 7/0. The Planning and Zoning Commission approved the following:

1. **Allowable Uses for Tracts 1-10**

| Tract | Existing PUD Allowable Uses  | Planning and Zoning Commission Approved Amendment                                       |
|-------|--|---|
| 1     | Social and Recreational Building, Day Nursery or Kindergarten, Institutions of Religious or Philanthropic Nature, Public Administration Offices, Schools: Private, Public, Parochial, College or University, Local Utility Distribution Lines, Park/Playground, Recreation Center, Office or Professional, Signs: Monument (On Premise), Signs: Real Estate, Studio: Photography, Artist, Music, Drama, Dance, Blueprint Reproduction, No sexually oriented businesses | All uses allowed within the OT-GB zoning district                                       |
| 2     | Social and Recreational Building, Day Nursery or Kindergarten, Institutions of Religious or Philanthropic Nature, Public Administration Offices, Schools: Private, Public, Parochial, College or University, Local Utility Distribution Lines, Park/Playground, Recreation Center, Office or Professional, Signs: Monument (On Premise), Signs: Real Estate, Studio: Photography, Artist, Music, Drama, Dance, Blueprint Reproduction, No sexually oriented businesses | All uses allowed within the OT-GB zoning district                                       |
| 3     | Church   | All uses allowed within the OT-GB zoning district, plus "Community or Social Buildings" |
| 4     | Social and Recreational Building, Day Nursery or Kindergarten, Institutions of Religious or Philanthropic Nature, Public Administration Offices, Schools: Private, Public, Parochial, College or University, Local Utility Distribution Lines, Park/Playground, Recreation Center, Office or Professional, Signs: Monument (On Premise), Signs: Real Estate, Studio: Photography, Artist, Music, Drama, Dance, Blueprint Reproduction, No sexually oriented businesses | All uses allowed within the OT-GB zoning district                                       |
| 5     | Parking  | Parking   |
| 6     | Social and Recreational Building, Day  | All uses allowed within the OT-GB   |

|           |  |   |
|-----------|--|---|
|           | Nursery or Kindergarten, Institutions of Religious or Philanthropic Nature, Public Administration Offices, Schools: Private, Public, Parochial, College or University, Local Utility Distribution Lines, Park/Playground, Recreation Center, Office or Professional, Signs: Monument (On Premise), Signs: Real Estate, Studio: Photography, Artist, Music, Drama, Dance, Blueprint Reproduction, No sexually oriented businesses   | zoning district, plus “Community or Social Buildings”, and Parking              |
| <b>7</b>  | Residence; <u>plus</u> Social and Recreational Building, Day Nursery or Kindergarten, Institutions of Religious or Philanthropic Nature, Public Administration Offices, Schools: Private, Public, Parochial, College or University, Local Utility Distribution Lines, Park/Playground, Recreation Center, Office or Professional, Signs: Monument (On Premise), Signs: Real Estate, Studio: Photography, Artist, Music, Drama, Dance, Blueprint Reproduction, No sexually oriented businesses          | Single Family Residence, plus all uses allowed within the OT-GB zoning district |
| <b>8</b>  | Parking  | Parking   |
| <b>9</b>  | Parking  | Parking   |
| <b>10</b> | Retail, Restaurant; <u>plus</u> Social and Recreational Building, Day Nursery or Kindergarten, Institutions of Religious or Philanthropic Nature, Public Administration Offices, Schools: Private, Public, Parochial, College or University, Local Utility Distribution Lines, Park/Playground, Recreation Center, Office or Professional, Signs: Monument (On Premise), Signs: Real Estate, Studio: Photography, Artist, Music, Drama, Dance, Blueprint Reproduction, No sexually oriented businesses | All uses allowed within the OT-GB zoning district, plus Parking                 |

## 2. **Signage**

Any new signage shall conform to Chapter 4, Division 5 of the Unified Development Code (UDC).

Sincerely,

Johnna Matthews  
Senior Planner  
On behalf of the Planning and Zoning Commission

# Consent Agenda Item D

- D. Consideration and Possible Action – Resolution No. R2014-50 – A** resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into an Interlocal Agreement with League City for cooperative purchasing authority, and authorizing a unit supply contract with Teamwork Construction for sidewalk construction services in the estimated amount of \$200,000.00 in each, FY2014 and FY2015. *Mr. Eric Wilson, Director of Public Works.*

**AGENDA REQUEST  
BUSINESS OF THE CITY COUNCIL  
CITY OF PEARLAND, TEXAS**

|  |                |                         |                         |
|--|----------------|-------------------------|-------------------------|
| <b>AGENDA OF:</b>  | May 19, 2014   | <b>ITEM NO.:</b>        | Resolution No. R2014-50 |
| <b>DATE SUBMITTED:</b>   | May 7, 2014    | <b>DEPT. OF ORIGIN:</b> | Finance                 |
| <b>PREPARED BY:</b>  | Bob Pearce     | <b>PRESENTOR:</b>       | Eric Wilson             |
| <b>REVIEWED BY:</b>  | Jon R. Branson | <b>REVIEW DATE:</b>     | May 12, 2014            |
| <b>SUBJECT:</b> Interlocal Agreement with the City of League City, Texas   |                |                         |                         |
| <b>EXHIBITS:</b> Resolution #R2014-50<br>Internal Memo from Eric Wilson<br>Interlocal Agreement with City of League City<br>City of League City Bid, Bid Tab, and Renewal Letter   |                |                         |                         |
| <b>FUNDING:</b>  |                |                         |                         |
| <input type="checkbox"/> Grant <input type="checkbox"/> Developer/Other <input checked="" type="checkbox"/> Cash<br><input type="checkbox"/> Bonds To Be Sold <input type="checkbox"/> Bonds- Sold <input type="checkbox"/> L/P – Sold <input type="checkbox"/> L/P – To Be Sold |                |                         |                         |
| <b>EXPENDITURE REQUIRED:</b> \$400,000 (estimated total usage for FY2014 & FY2015)   |                |                         |                         |
| <b>AMOUNT BUDGETED:</b> \$767,984  |                |                         |                         |
| <b>AMOUNT AVAILABLE:</b> PROJECT NO.: \$480,940  |                |                         |                         |
| <b>ACCOUNT NO.:</b> 010-3570-565-65-00, 010-3570-553-04-00   |                |                         |                         |
| <b>ADDITIONAL APPROPRIATION REQUIRED:</b>  |                |                         |                         |
| <b>ACCOUNT NO.:</b>  |                |                         |                         |
| <b>PROJECT NO.:</b>  |                |                         |                         |
| <b>To be completed by Department:</b>  |                |                         |                         |
| X Finance                      X Legal                      Ordinance                      X Resolution  |                |                         |                         |

**EXECUTIVE SUMMARY**

**BACKGROUND**

The Public Works Department has requested to utilize a current City of League City contract for sidewalk construction services. The City of Pearland currently has a contract with Brooks Concrete for this service; however, Brooks Concrete has been unable to keep pace with the City's sidewalk installation volume requirements. This is at least somewhat attributable to

Brooks Concrete's apparent inability to hire and retain enough qualified, knowledgeable personnel to provide the amount of service requested.

The Public Works Department has reviewed the specifications and awarded bid pricing of the League City bid, and Purchasing staff has determined the contract to be eligible for our participation in procuring the needed sidewalk construction services. The current League City contract runs through January 31, 2015, with no available renewal option.

The attached Interlocal Agreement would further allow for the cities of Pearland, Texas and League City, Texas to cooperatively purchase various goods and services from existing contracts which are determined to be fiscally advantageous to either entity. This agreement would allow future participation in the contract referenced above, as well as any other contracts or bid awards deemed beneficial to either entity. Please note that any cooperative purchase by the City of Pearland of goods or services in excess of \$50,000 annually under an existing League City contract would require the prior approval of the Pearland City Council.

**SCOPE OF CONTRACT**

Work of the Contract is for the construction of concrete pavement replacement, driveway removal and repair, sidewalk repair and replacement, curbs, storm sewer, and associated manholes and inlets, along with restoration of the disturbed areas. The contracted services will be on a supplemental basis to complete necessary sidewalk work beyond the capacity of our current contractor.

**POLICY/GOAL CONSIDERATION**

This interlocal agreement is recommended for the purpose of providing safe, quality sidewalks to its citizens.

**CURRENT AND FUTURE FUNDING /FINANCIAL IMPACTS**

Funding for these services will come from Public Works operating budget.

**O&M IMPACT INFORMATION**

| <b>Fiscal Year</b> | <b>2014</b> | <b>2015</b> | <b>2016</b> |
|--------------------|-------------|-------------|-------------|
| Estimated expense  | \$200,000   | \$200,000   | N/A         |

**RECOMMENDED ACTION**

Staff recommends approval of a resolution authorizing the City Manager or his designee to execute the attached Interlocal Agreement with the City of League City, Texas, and to further approve the use of the above-referenced contract between League City and Teamwork Construction for sidewalk construction services as needed by the City of Pearland at the unit prices reflected in the attached tabulation, with an estimated total expenditure of \$200,000 for FY2014, and a comparable amount for FY2015 (through the January 31, 2015 contract expiration).

**RESOLUTION NO. R2014-50**

**A resolution of the City Council of the City of Pearland, Texas, authorizing the city manager or his designee to enter into an Interlocal Agreement with League City for cooperative purchasing authority, and authorizing a unit supply contract with Teamwork Construction for sidewalk construction services in the estimated amount of \$200,000.00 in each, FY2014 and FY2015.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS:**

**Section 1.** That certain Interlocal Agreement by and between the City of Pearland and League City, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes, is hereby authorized and approved.

**Section 2.** That the City Manager or his designee is hereby authorized to execute and the City Secretary to attest an Interlocal Agreement with League City.

**Section 3.** That the City Manager or his designee is authorized to execute a contract with Teamwork Construction for sidewalk construction services in the estimated amount of \$200,000.00 in each, FY2014 and FY2015.

PASSED, APPROVED and ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_,  
A.D., 2014.

\_\_\_\_\_  
TOM REID  
MAYOR

**Resolution No. 2014-50**

ATTEST:

---

YOUNG LORFING, TRMC  
CITY SECRETARY

APPROVED AS TO FORM:

---

DARRIN M. COKER  
CITY ATTORNEY

## **INTERLOCAL AGREEMENT**

This Interlocal Agreement ("Agreement") is made and entered into this \_\_\_\_ day of May, 2014, by and between the City of Pearland, Texas (hereinafter called "Pearland"), and the City of League City, Texas (hereinafter called "League City"), each acting by and through its duly authorized officials:

WHEREAS, Pearland and League City are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function;

WHEREAS, Pearland and League City wish to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which Pearland and League City may purchase various goods and services commonly utilized by each entity;

WHEREAS, participation in an interlocal agreement will be highly beneficial to the taxpayers of Pearland and League City through the anticipated savings to be realized and is of mutual concern to the contracting parties;

WHEREAS, Pearland and League City have current funds available to satisfy any fees owed pursuant to this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and obligations as set forth herein; Pearland and League City agree as follows:

1. Pearland and League City may cooperate in the purchase of various goods and services commonly utilized by the participants, where available and applicable, and may purchase goods and services from vendors under present and future contracts.
2. Pearland and League City shall each be individually responsible for payments directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such contracts. Pearland and League City shall each make their respective payments from current revenues available to the paying party.
3. Notwithstanding anything herein to the contrary, participation in this Agreement may be terminated by any party upon thirty (30) days written notice to the other participating entity(ies).
4. The undersigned officer and/or agents of the party(ies) hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties hereto.
5. This Agreement may be executed separately by the participating entities, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. This Agreement shall become effective on the day and year first written above (the "Effective Date"). The primary term of this Agreement shall be for one (1) year, commencing on the Effective Date and terminating on January 31, 2015, and shall thereafter automatically renew for successive one-year terms, unless terminated according to the terms set forth in Paragraph 3.

7. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this agreement.

8 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement.

9. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

10. This Agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

11. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

12. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

13. The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

EXECUTED hereto on the day and year first above written.

CITY OF LEAGUE CITY

CITY OF PEARLAND

\_\_\_\_\_  
NAME/TITLE EXECUTING OFFICIAL

\_\_\_\_\_  
Tom Reid,  
Mayor

ATTEST:

\_\_\_\_\_  
NAME/TITLE EXECUTING PERSON

\_\_\_\_\_  
Young Lorfing,  
City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Darrin Coker,  
City Attorney

**STATE OF TEXAS** §

**COUNTY OF BRAZORIA** §

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_ of the **CITY OF PEARLAND, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

**STATE OF TEXAS** §

**COUNTY OF GALVESTON** §

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_ of the **CITY OF LEAGUE CITY, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

5/7/14  
To: Mayor's City Council  
FY14



**Council Update on Sidewalk Repair/Replacement**

**Eric Wilson** to: Clay Pearson  
Cc: Katie Bittick, Jon Branson, Mike Hodge

05/07/2014 04:39 PM

Since starting the expeditious implementation of the sidewalk repair/replacement program the City's contractor has installed approximately 7,100 linear feet of sidewalks.

Those sidewalks are primarily located within the eastern portion of the city.

To date the contractor has billed for approximately \$325,000. At that rate of production the program will not be able to expend the funds allocated for FY 2014 by the end of the fiscal year.

In an effort to keep the program's production at a level that meets the Council's expectation staff has contacted the City of League City for the possible use of an interlocal agreement to gain access to their concrete contractor. Both League City and their contractor Teamworks Construction are willing and able to assist with the further implementation of the Sidewalk Repair/Replacement Program.

\* Staff is targeting the submission of an agenda request for the May 19, 2014 Council meeting for the approval and consideration of an interlocal agreement with the City of League City for access to their competitively selected contractor.

If and when this item is approved League City could ratify the contract within two to three weeks. This would give the City access to an additional sidewalk contractor within three to four weeks of Pearland City Council's Approval.

→ The anticipated expenditure with this contractor will be approximately \$200,000.

Staff will focus this contractor on the areas of concern in the central and western portions of the City.

This should yield the Sidewalk Repair/Replacement Program with a total of 12,000-13,000 linear feet of sidewalk rehabilitation.

If there are any questions relating to this item please feel free to ask.

Thanks,

Eric



# City of League City, TX

300 West Walker  
League City TX 77573

## Text File

File Number: 14-0205

**Agenda Date:** 3/25/2014

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Agenda Item

**Agenda Number:** 11F.

### Title

Consider and take action to renew the annual contract for streets, sidewalk and concrete pavement repair with Teamwork Construction (Director of Finance)

### ..Background:

If approved, this proposal would extend the existing contract with Teamwork Construction for streets, sidewalk and concrete pavement repair for one year through January 31, 2015 as part of the City's annual street maintenance program. The expected impact is about \$437,053 of investment in improved streets and sidewalks across League City.

On January 10, 2012, Teamwork Construction was awarded the contract for streets, sidewalk and concrete pavement repair (these contracted repairs are in addition to the work performed by the Streets Department's concrete repair crew, which focuses on projects associated with water and sewer line repairs and small sidewalk repairs). Under the terms of this contract, this service may be renewed under the same terms and conditions for successive one (1) year periods, upon the agreement of both parties. On January 22, 2013, a one-year contract extension was approved by Council, with a contract expiration date of January 31, 2014. The original contract was bid on a unit cost basis to provide the ability to address not only existing repairs, but also those that may occur during the term of the contract. Teamwork has performed satisfactory in fulfilling the terms of the existing contract. Teamwork has agreed to maintain current unit pricing for another year marking the third year in a row without a price increase.

As noted above, the estimated expenditure for this service is \$437,053. Funds for this work are to be drawn from three sources: \$150,000 in approved funds for sidewalk repairs (Account 010-6106-652-5349), general fund street repair funding of \$196,678 (Account 010-6106-652-5250), and another \$90,375 in capital funds from 2012A CO CIP Fund 240 (this includes \$40,375 in remaining CIP funds for FY14 in Purchase Order 130275, along with an additional \$50,000 anticipated for unforeseen or emergency repairs).

### FUNDING

{ } NOT APPLICABLE

(X) Funds are available from account 010-6106-652-5349 (\$150,000) and account 010-6106-652-5250 (\$196,678), and from 2012A CO CIP fund 240 (\$90,375)





**CITY OF LEAGUE CITY  
NOTICE TO BIDDERS  
BID# 12-002 STREETS, SIDEWALK, AND CONCRETE  
PAVEMENT REPAIR**

The City of League City is now accepting sealed bids for an annual contract for streets, sidewalks and concrete pavement repairs. Forms furnished by the City of League City may be obtained without deposit from:

City of League City  
Purchasing Department  
2450 South Shore Blvd  
Suite 502  
League City, TX 77573  
Mon-Thurs. 8:00 a.m. to 12:00 p.m. and 1:00 p.m.-5:00 p.m.  
Fridays 8:00 a.m.- 12:00 p.m.

The complete bid packet may also be downloaded from the City's websites at [www.leaguecity.com](http://www.leaguecity.com)

All sealed bids shall be submitted including one marked original and one duplicate on the original forms and clearly marked with bid number and description. Bids sent via courier must be sealed in a separate envelope inside of the mailer.

**Bids will be received at the Purchasing Office, 2450 South Shore Blvd Suite 110, League City, TX 77573 until 2:00 p.m. November 16, 2011. This address is to be used for courier services. If mailing by the US Postal Service the mailing address is 300 West Walker, League City, TX 77573.**

**No late bids will be considered.**

The bids will be opened and publicly read immediately after the closing hour.

The City of League City reserves the right to reject any and all bids, to waive irregularities, and to accept the bid deemed the most advantageous to the City.

All inquiries about this bid or specifications must be made to Jeff Spears, Contract Administrator 281-554-1334.

PUBLISHED: October 25, 2011  
November 1, 2011

**Bidder Must Fill In & Sign**  
Name of Firm, Company



Agent's Name \_\_\_\_\_

Agent's Title \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_

Fax No. \_\_\_\_\_

Email address: \_\_\_\_\_

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

**BID TITLE: STREETS, SIDEWALK, AND CONCRETE PAVEMENT REPAIR**  
**BID NUMBER: 12-002**

**BID OPENING DATE: November 16, 2011**  
**@ 2:00 P.M.**  
**LATE BIDS WILL NOT BE CONSIDERED.**

BIDDER **AGREES** TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES. BIDDER HAS **READ** AND **AGREES** TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION TO BID. PURCHASES MADE FOR CITY USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL EXCISE TAX. **DO NOT** INCLUDE TAXES IN YOUR BID. BIDDER **GUARANTEES** PRODUCT OFFERED SHALL **MEET** OR **EXCEED** MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.

| ITEM | DESCRIPTION  | EST. QTY  | PRICING     |
|------|--|-----------|-------------|
| 1    | REMOVAL AND DISPOSAL OF EXISTING SIDEWALK                                    | 5200 S.F. | \$ PER S.F. |
| 2    | NEW SIDEWALK   | 5200 S.F. | \$ PER S.F. |
| 3    | SODDING  |           | \$ PER S.F. |
| 4    | SAW CUT FULL DEPTH 4"  |           | \$ PER L.F. |
| 5    | SAW CUT FULL DEPTH 6" DRIVEWAY/PAVEMENT                                      |           | \$ PER L.F. |
| 6    | SAW CUT FULL DEPTH 8" CONCRETE PAVEMENT                                      |           | \$ PER L.F. |
| 7    | REMOVAL AND DISPOSAL OF EXISTING DRIVEWAY/PAVEMENT                           |           | \$ PER L.F. |
| 8    | NEW 6" DRIVEWAY  |           | \$ PER L.F. |
| 9    | NEW 8" DRIVEWAY  |           | \$ PER L.F. |
| 10   | NEW 6" X 6" CURB   |           | \$ PER L.F. |
| 11   | CONCRETE PUMPING/RAISING CONCRETE STREETS; PAVING ALL THICKNESSES, ALL TYPES | 500 L.F.  | \$ PER L.F. |
| 12   | MOBILIZATIONS LESS THAN 50 SF/LF   |           | \$ EA       |
| 13   | MOBILIZATIONS 50-200 SF/LF   |           | \$ EA       |
| 14   | MOBILIZATIONS 201-500 SF/LF  |           | \$ EA       |
| 15   | MOBILIZATIONS OVER 500 SF/LF   |           | \$ EA       |

|    |   |       |    |
|----|---|-------|----|
| 16 | THE REPAIR OF STORMWATER COLLECTION BOXES AND/OR MANHOLES, ALL TYPES INCLUDING, CURB INLETS, CATCH BASINS, AREA DRAINS, JUNCTION BOXES, AND MANHOLES, INCLUDING INTERIOR AND EXTERIOR BOX INTEGRITY AND PIPING INTO AND OUT OF THE BOX. |       |    |
| A. | INLET 0 TO 4 FEET   | 9 EA  | \$ |
| B. | INLET 4 TO 8 FEET   | 9 EA  | \$ |
| C. | STORM MANHOLE 4 TO 8 FEET   | 10 EA | \$ |
| D. | STORM MANHOLE 8 TO 12 FEET  | 2 EA  | \$ |

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final. It is understood that the Owner reserves the right to reject any and all bids.

Acknowledge receipt of Addenda below:

Addendum No.: \_\_\_\_\_

Date Received: \_\_\_\_\_

### PROPOSAL AND BID

#### SEPARATION OF COSTS

The Proposal of the undersigned which has been submitted for performing this contract in full is hereby segregated as follows:

The amount of this bid which is charged for skill and labor is: \$ \_\_\_\_\_

The amount of this bid which is charged for materials and tangible personal property (not less than the actual cost of such material) is:

\$ \_\_\_\_\_

TOTAL BID: \$ \_\_\_\_\_

This bid is respectfully submitted by (Bidders signature): \_\_\_\_\_

Printed Name and Title:

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Date: \_\_\_\_\_

Seal  
(If a corporation)

It is understood and agreed that the work shall commence within ten (10) calendar days after written Notice

to Proceed and shall be completed in full within sixty (60) calendar days as established in the Standard Form of Agreement of the contract documents.

Accompanying this proposal is a certified check upon a Texas bank, a cashier's check, or a bid bond from a reliable company authorized to do business in the State of Texas, in the amount of 5% of the total bid amount made payable to the City of League City.

It is understood that the bid security accompanying this proposal shall be returned to the undersigned unless, in case of the acceptance of this proposal, the undersigned should fail or neglect to enter into a construction contract, execute bonds, and provide a certificate of insurance as provided in the contract documents within 10 calendar days after Notice to Proceed. In the event the undersigned should fail or neglect to enter into a construction contract, execute bonds, and provide a certificate of insurance as required, it is understood and agreed that the bid security shall be forfeited to the Owner and shall be considered as payment for damages due to delay and other inconveniences suffered by the Owner as result of such failure or neglect on the part of the undersigned.

I. LIST OF EQUIPMENT AVAILABLE FOR PROJECT (SECTION NO. 1)

| <u>DESCRIPTION</u> | <u>LEASED/OWNED</u> | <u>QUANTITY</u> |
|--------------------|---------------------|-----------------|
|                    |                     |                 |
|                    |                     |                 |
|                    |                     |                 |

II. LIST OF ALL PROJECTS PRESENTLY UNDER CONSTRUCTION (SECTION NO. 1)

| <u>NAME OF PROJECT</u> | <u>APPROX. COST</u> | <u>COMPLETION DATE</u> |
|------------------------|---------------------|------------------------|
|                        |                     |                        |
|                        |                     |                        |
|                        |                     |                        |
|                        |                     |                        |
|                        |                     |                        |

III. LIST OF SUBCONTRACTORS TO BE USED ON THIS PROJECT (SECTION NO. 1)

| <u>TYPE OF WORK</u> | <u>SUBCONTRACTOR'S NAME</u> | <u>JOB SUPERINTENDENT</u> |
|---------------------|-----------------------------|---------------------------|
|                     |                             |                           |

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## TERMS AND CONDITIONS

1. The City of League City will accept **sealed bids** Monday through Thursday, 8:00 a.m. – 12:00 p.m. and 1:00 p.m. – 5:00 p.m. and Fridays, 8:00 -12:00 p.m. The Purchasing Department is **closed** from 12:00 p.m. to 1:00 p.m. Bids must be received by the PURCHASING DEPARTMENT before the specified hour and date of the opening. At that time the bids will be publicly opened and read aloud.
2. All sealed bids should be submitted on the original forms provided. Each bid must be sealed and should be placed in a properly identified envelope with bid number, time and date of bid opening.
3. Late bids will be UNOPENED. Late bids will not be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval, and based on a written acceptable reason.
5. The City of League City reserves the right to revise or amend the specifications prior to date set for opening bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective bidders. If bidder demonstrates just reason for a change, the City of League City must have at **least** five working days notice prior to bid opening date.
6. **Should bidder find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, bidder should at once notify the Purchasing Department and obtain clarification prior to submitting a bid.**
7. **QUOTE F.O.B. destination.** Price should include all costs including shipping, handling, and other related costs. Bid unit price on quantity specified – extend and show total. In case of errors in extension, **UNIT prices shall govern.** Bids subject to unlimited price increases will not be considered.
8. Bid offered shall be valid for ninety (90) days from opening date.
9. The City of League City is exempt from taxes. **DO NOT INCLUDE TAX IN BID.**
10. The City of League City reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Bidder **MUST** give full firm name and address. Person signing bid should show **TITLE** or **AUTHORITY TO BIND HIS FIRM IN A CONTRACT.** Authorized signature should appear on each page of the bid, in the space provided.
12. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bidder must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items bid shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized.
13. If the brochure or information included with your bid **does not exactly** describe the item to be furnished, then notes in the attached form, "EXCEPTIONS TO BIDDER'S PROPOSAL," must explain the difference. Comments in this form signify that your proposal takes exception to the stated specifications. Exceptions taken may be just cause to disqualify bid.
14. NO substitutions or cancellations permitted without written approval of the City of League City.
15. All bidders **must meet or exceed the minimum specifications** to be considered as a valid bid. The City of League City reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City of League City.
16. **DELIVERY:** Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless prior approval for late delivery has been obtained.
17. Consistent and continued tie bidding could cause rejection of bids by the City of League City and/or investigation for Anti-Trust violations.
18. If a bid contains proprietary information, the Bidder must declare such information as proprietary if Bidder does not want information to become public.
19. The Contractor/Supplier agrees to protect the City of League City from claims involving infringement of patents or copyrights.
20. Purchase order number should be on original invoice and invoice sent to the City of League City, 300 West Walker, League City, TX 77573; Attn: Accounts Payable.
21. The City of League City shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of League City shall constitute all items bid being received and in good working order to the City of League City's satisfaction.

### PRICE REVISION CLAUSE – ANNUAL CONTRACTS

The City of League City desires firm prices for the full contract period. It is recognized by the City of League City that qualified vendors may face unforeseen price changes from manufacturers. Unit price changes due to increases or decreases from the manufacturer will be considered "pass-on" costs. "Pass-on" increases must be verified in writing by manufacturer and will be considered during the term of the contract. NOTE: THE CITY OF LEAGUE CITY MUST HAVE THIRTY (30) DAYS WRITTEN NOTICE PRIOR TO ANY INCREASE OF EXISTING PRICES.

### INCREASES

Permissible price revisions in any event shall not exceed the actual unit cost or percentage cost revisions from the manufacturer. It will ordinarily be the policy of the City of League City to accept manufacturer price increases, when the amount of such increase is reasonable. However, the City of League City reserves the right to obtain a different source or sources to such item or items which have been increased in price.

### DECREASES

If a vendor does take advantage of this "Price Revision Clause" the City of League City will expect any decreases in cost from the manufacturer during the term of the contract to lower the city's price for such item or items.

## GENERAL SPECIFICATIONS

**INTENT:** The City of League City seeks competitive bids on its annual streets, sidewalks and concrete pavement repair. The purpose of these specifications is to describe the minimum requirements of the City of League City for this project. Any governmental entity that has an Inter-Local Agreement with the City of League City shall be allowed to utilize this contract if there is a mutual agreement between the entity and the contractor. Any usage by any entity from this contract shall be between successful supplier and the individual entity, and shall not affect the award of this bid.

**BID GUARANTY:** Each Bid shall be accompanied by cashier's check, certified check, or bid bond from a surety company licensed in the State of Texas in an amount not less than five percent (5%) of the total amount bid, as a guarantee that the successful bidder will enter into a Contract. Checks or bonds of unsuccessful bidders will be returned promptly following award of contract.

**REQUIREMENTS:** Any variance in any item must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to have a valid bid. Any exceptions taken may be just cause for disqualification.

**GENERAL CONDITIONS:** Sections must be filled out completely. The bid shall be awarded in whole to the vendor who provides goods or services at the best value for the City.

**EVALUATION CRITERIA:** Award of contract does not obligate the Buyer to order or accept more than Buyer's actual requirements during the period of this agreement, as determined by actual need and availability of appropriated funds. Contract may be awarded to the bidder who provides goods or services at the best value for the City of League City, in determining best value for the City, we can consider.

- The purchase price
- The reputation of the bidder and bidder's services.
- The quality of the bidder's goods or services.
- The extent to which the goods and services meets the City's needs.
- The bidder's past relationship with the City.
- The impact on the ability of the City to comply with laws and rules relating to contracting with underutilized businesses (HUB) and non-profit organizations employing persons with disabilities.
- The total long-term cost to the City to acquire the bidder's goods and services.
- Any relevant criteria specifically listed in the request for bids or proposals.

The City of League City reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interest of the City of League City.

**AUDIT:** Supplier shall provide the City of League City a line item report of quantities and expenditures on a monthly or at any time during the term of this contract of materials, commodities, or services rendered as requested by the Code Compliance Department.

**REFERENCES:** Contractor shall provide a list of customers to whom he has supplied the specified services bid for the last three (3) years. The list shall include the customer's name, address, telephone number and email address of an individual to contact.

**ERRORS, OMISSIONS, AND INCONSISTENCIES:** All Contractors shall report to the Contract Administrator any and all provisions of the specifications and contract which are contrary to or inconsistent with any law, ordinance or regulation.

**NON-FUNDING CLAUSE:** The City of League City's budget is funded on an October 1<sup>st</sup> to September 30<sup>th</sup> fiscal year basis. Accordingly, the City of League City reserves the right to terminate this contract by giving Bidder thirty (30) days written notice, without liability to the City, in the event that funding for this contract is discontinued or is no longer available.

**INSURANCE REQUIREMENTS: BIDDER SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE INVITATION TO BID, OR PRIOR TO AWARD OF BID. BIDDER OR BIDDER'S INSURANCE AGENT SHALL INCLUDE BID NUMBER AND DESCRIPTION OF BID ON THE CERTIFICATE OF INSURANCE.** THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

**INDEMNITY AGREEMENT:**

THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

**COMPLIANCE WITH LAWS:** Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Galveston County, Texas, where venue for any proceeding arising hereunder will lie.

**SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and

workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement.

**ASSIGNMENT:** The successful bidder may not assign, sell or otherwise transfer this contract without prior written consent of the City Council of the City of League City.

**SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

**CONFLICT OF INTEREST:** Chapter 176 of the Texas Local Government Code requires that any person, who enters or seeks to enter in to a contract for the sale or purchase of property, goods or services with a local government entity and who has an employment or other business relationship with a local government entity and who has an employment of other business relationship with a local government officer or family member of the officer, as described by Texas Local Government Code Section 176.006, shall file a completed conflict of interest questionnaire with the City within seven (7) business days after the later of:

1. The date the person begins discussions or negotiations to enter in to a contract, including submission of a bid or proposal, or
2. The date the person becomes aware of facts that require the statement to be filed. Additional information and the form to be used to file this notice can be found at: [www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm).

**CONTRACT TERMINATION:** The City of League City reserves the right to terminate this contract for any reason by notifying the contractor in writing and stating the effective termination date.

**RIGHT OF ASSURANCE:** Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

**INVOICE:** Bidder shall include Purchase Order number and Work Order Number on corresponding invoice. Invoice shall be sent to the below address or email to [AccountsPayable@leaguecity.com](mailto:AccountsPayable@leaguecity.com).

CITY OF LEAGUE CITY

**ATTN: ACCOUNTS PAYABLE**

300 WEST WALKER  
LEAGUE CITY, TX 77573

**PAYMENT:** The City of League City shall pay for services within thirty (30) days of receipt of invoices and acceptance of all work. Acceptance by the City of League City shall constitute all services bid being received to the City's satisfaction.

The City has implemented a Procurement Card Program to more effectively control our

procurement and to achieve a significant cost savings. This program also expedites payments to our vendors. The procurement card is a Master Card through JP Morgan Chase Bank. Contractors should have the capability to accept a procurement card as a method of payment. The successful bidder does not need to mail a separate invoice to accounts payable if goods are paid with a procurement card. The receipt will be given to the department at time of delivery and noted that the invoice is paid in full by credit card.

**BID DELIVERY**: The City of League City Purchasing Department shall accept **sealed** bids Monday through Thursday, 8:00 a.m. - 12:00 p.m. and 1:00 p.m. - 5:00 p.m. and 8:00 a.m. – 12:00 p.m. on Friday. The Purchasing Department is closed from 12:00 p.m. - 1:00 p.m. Bids must be received by the Purchasing Department before the specified hour and date of the opening. Each bid **must be sealed** and should be placed in a properly identified envelope with bid number, time and date of bid opening.

Submit to for courier service:  
CITY OF LEAGUE CITY  
PURCHASING DEPARTMENT  
2450 SOUTH SHORE BLVD, SUITE 110  
LEAGUE CITY, TX 77573

Submit to for mailing bids via US Postal Service  
CITY OF LEAGUE CITY  
PURCHASING DEPT  
300 WEST WALKER  
LEAGUE CITY, TX 77573

## **PROJECT SCOPE**

1. Saw cut, remove, dispose offsite, and replace approximately **1750** square yards of existing concrete pavement, all thicknesses (including curbs, measured horizontally to the back of curb), from various public rights-of-way or easements City Wide.
2. The repair of **30** storm water collection boxes and/or manholes, all types, including, but not limited to, curb inlets, catch basins, area drains, junction boxes, and manholes.
3. Saw-cut, remove, dispose offsite, and replace approximately **500** linear feet of existing concrete sidewalks, all thicknesses and widths, from, from various public rights-of-way or easements City wide.
4. Concrete pumping/raising **500** linear feet concrete street paving all thicknesses, all types.

## **INSURANCE AND BONDS**

The following minimum limits of insurance and bond coverage will be required:

Contractor shall maintain, at his sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth below with companies satisfactory to the Owner with full policy limits applying, but not less than stated. A certificate evidencing the required insurance and specifically citing the indemnification provision set forth in the Agreement shall be delivered to the Owner within ten (10) days that Notice to proceed has been accepted by Contractor.

- (a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement;
- (b) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$100,000.
- (c) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$100,000 per each person, \$300,000 per each occurrence/aggregate; Property Damage \$100,000 per each occurrence;
- (d) Excess Liability Insurance Comprehensive general Liability, Comprehensive Automobile Liability and coverage's afforded by the policies above, with the minimum limits of \$500,000 excess of specified limits;
- (e) Builders "All-Risk Insurance" protecting the respective interest of Owner and contractor and its "Field Subcontractors" covering loss of damage during the course of construction of the Project described in this agreement and all property at the job site or in transit thereto which shall become a part of such Project. Such insurance shall be maintained until such Project is completed and accepted. This insurance shall be terminated with respect to portions of such Project when such portions are completed and accepted; and
- (f) Performance Bond and Payment Bond, furnished as guaranty of the faithful performance of the work and for the protection of the claimants for labor and material, each in the full amount of the Contract price, executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with the laws of the State of Texas.

## **PREVAILING WAGE RATES**

Prevailing wage rates, as adopted by City of League City, Texas are applicable to the Project and described in Ordinance 95-101.

### **PAYMENT PROCEDURES**

For complete, in place, non-defective work performed in accordance with the contract documents, the Contractor shall submit itemized monthly pay estimates of such work performed for the month and the total work completed to date. The Owner shall make progress payments on the basis of the contractor's pay estimates, as recommended by the City Engineer, each month during construction. All progress payments will be on the basis of the prices submitted in the Proposal and the completed work as determined by the City Engineer, minus ten percent (10%) retainage to be held by the Owner until final payment but, in each case, less the aggregate of payments previously made.

### **CONDITION FOR FINAL PAYMENT**

The Owner will not make final Contract payment until all items are approved and accepted by the Office of the Street and Stormwater Superintendent and Owner. Prior to final payment, contractor shall furnish to Owner, in the form of an Affidavit of Bills Paid, satisfactory evidence of payment in full for all materials, labor, and equipment to all subcontractors used or employed in the work.

### **TRAFFIC CONTROL PLAN**

The safety of the public shall be regarded as of primary importance during construction. In all respects, provisions for public safety shall be the contractor's responsibility. The contractor shall have a traffic control plan (TCP) prepared by a professional engineer, a copy of which shall be provided to the office of the City Engineer. One copy of the TCP shall remain on site with the Contractor's superintendent at all times. The TCP shall provide for proper traffic routing and direction, barricades, lights, warning and detour signs, flagmen, or any other materials or personnel necessary for the protection of the public's safety and health. The contractor shall implement and maintain the TCP at all times in the areas where he is working. The Contractor shall receive no direct compensation for the design, implementation and maintenance of the TCP.

### **GUARANTEES**

The Contractor hereby guarantees work, including materials installed, to be free from defects due to faulty workmanship or materials for a period of one year from date of issue of Certificate of Acceptance. Upon notice from Owner, Contractor shall repair all defects in construction which develop during specified period at no cost to Owner. Neither final payment nor final acceptance nor any provision in Contract Documents relieves Contractor of above guarantee. Notice of observed defects will be given with reasonable promptness. Failure to repair or replace defect upon notice entitles Owner to repair or replace same and recover reasonable cost thereof from Contractor and/or his Surety.

### **ADVERTISING**

Contractor shall not advertise or publish, without Owner's prior consent, the fact that Owner has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

### **GRATUITIES**

The Owner may, by written notice to the Contractor, cancel this contract without liability to Contractor if it is determined by Owner that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the City of League City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by Owner pursuant to this provision, Owner shall be entitled, in addition to any other rights and remedies to recover or withhold the amount of the cost incurred by Contractor in providing such gratuities.

### **WAIVER**

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

### **MODIFICATIONS AND CHANGE ORDERS**

This contract can be modified, amended, rescinded, and change orders issued for additional work or work deleted, only by a writing signed by both of the parties, or their duly authorized agents, as approved by the City of League City's City Council.

### **INTERPRETATION-PAROL EVIDENCE**

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance of acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

### **TITLE & RISK OF LOSS**

The title and risk of loss of materials shall not pass to Owner until Owner's final acceptance of the completed project.

### **ASSIGNMENT-DELEGATION**

No right or interest in this contract shall be assigned or delegation of any obligation made by Contractor without the written permission of the Owner. Any attempted or delegation by Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

### **RIGHT OF INSPECTION**

Owner shall have the right to inspect the materials at delivery before accepting them.

### **CANCELLATION**

Owner shall have the right to cancel for default all or any part of the undelivered portion of this order if Contractor breaches any of the terms hereof including warranties of Contractor or if the Contractor becomes

insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies that Owner may have in law or equity.

## **VENUE**

The venue for any litigation arising from this contract shall lie in Galveston County, Texas.

## **UNIT PRICES - MEASUREMENT AND PAYMENT**

It is the intent of the contract that the aggregate amount of unit prices time's units of work actually installed shall cover all work required by the contract documents as submitted in the Contractor's proposal and bid form, complete, in place and ready for use. Prices in the bid proposal include all compensation for full completion of all work items in place, and include labor, materials, tools, equipment, services, supplies, incidentals, and all necessary operations. No costs in connection with work required by the contract documents for proper and successful completion of the contract will be paid outside of or in addition to prices named in the contract documents. Work not specifically set forth in the contract documents as pay items shall be considered subsidiary obligations of the Contractor and costs shall be included in the prices named in the contract documents.

## **INCIDENTAL COSTS**

Work to protect items scheduled to remain (including existing utilities), including posting of warning signs, placement of protective fencing, barriers, barricades and covers, restoration of damaged items scheduled to remain; work necessary to haul materials from original positions to points of disposition, including excavation of earth materials and utilization in construction or other disposition; work necessary to provide proper drainage during construction, including maintaining sections, existing ditches, channels, culverts, and sewers, and including temporary construction and maintenance of ditches and drainage ways; work necessary for construction staking of lines and grades; and work necessary for restoration of the work areas to equal or better status than before the work began, including sodding, all will be considered incidental to the various pay items and no separate payment for this work will be made.

## **SITE EXAMINATION**

Before commencing operations, Contractor shall examine the work site to familiarize himself with the conditions to be encountered. The exact locations of municipal and private utility facilities and structures which affect or may interfere with work shall be determined and verified by the Contractor without claim for extra compensation. No extra compensation will be allowed for any extra work made necessary because of conditions or obstacles encountered during progress of work which could have been determined by examination of site before commencing operations.

## **UTILITIES AND PIPELINES**

Contractor shall accurately locate all underground pipelines, conduits, cable utilities, service lines, and structures by contacting owners of those underground installations and by prospecting in advance of construction. Repair of existing installations cut, broken, or damaged by Contractor shall be made at the expense of the Contractor, and shall be scheduled so as to cause the least possible inconvenience to the public and to the owners of the installations.. Delay or extra cost to Contractor caused by pipelines, utilities, service lines, conduits, cables, or other structures or obstacles shall not constitute a claim for extra work, additional payment, or damages.

## **RESTORATION**

Items to remain that are disturbed, damaged or removed as a result of performing the required work or for the convenience of the Contractor or to expedite his operations including sewers, culverts, lawns, landscaping, paving, roads, walks, trees, shrubs, fencing, mail boxes, posts and poles, public or private streets, driveways, drainage ditches or channels, and traffic or other signs shall be restored, repaired, reinstalled or replaced with new work and refinished, as appropriate, so as to be left in as good conditions as existing before work commenced and such restorations shall be considered incidental to the work. Existing items to be altered, extended, salvaged, or relocated and reused that are found to be defective in any way, shall be reported to the Owner before they are disturbed. Materials and workmanship used in restoring work shall conform in type and quality to the original existing construction.

## **TEMPORARY SANITARY FACILITIES**

Contractor shall provide and maintain sanitary facilities at locations satisfactory to Owner, for use by employees of Contractor. The facilities shall be well ventilated, but provide proper concealment, and shall be kept scrupulously clean by Contractor. The facilities shall be removed and the site restored to its original condition upon completion of work. Such facilities shall conform to requirements of state and local health authorities, ordinances, and laws.

## **ADJACENT PROPERTIES SERVICES AND INGRESS AND EGRESS**

Contractor shall minimize interference with use, services, and ingress and egress of adjacent properties. Contractor shall provide and maintain suitable, approved temporary means of access to adjacent properties where construction blocks existing means of access. Contractor shall restore existing means of access to original condition as soon as sequence of construction operations permits.

## **TECHNICAL SPECIFICATIONS**

### **GENERAL**

This item covers all work necessary for saw cutting, concrete removal, disposal offsite and concrete replacement.

### **SAWCUTTING**

Contractor shall use a water lubricated saw capable of cutting a minimum of 2 inches deep to cut the existing concrete pavement, curbs, and sidewalks prior to its removal. Cutting shall be along lines as directed by the City Engineering Department.

Contractor shall exercise care while removing concrete and leave a smooth edge along the line of the saw cut. If the Engineering Department determines that the saw cut line is rough and will not create a satisfactory joint, the Contractor shall repeat the above procedures with no compensation for the extra saw cutting, removal, and offsite disposal.

### **REMOVAL AND DISPOSAL OFFSITE**

All material removed shall become the property of the Contractor and shall be disposed of offsite immediately.

For concrete pavement, the Contractor shall saw cut and remove the concrete and leave a minimum of 12 inches of the existing rebar in place. Where rebar is removed, the Contractor shall drill 12 inches into the remaining existing concrete and secure a 24 inch, #4, deformed steel bar with cement grout or suitable epoxy. If the removal is to an existing header, like header material and adequate load transfer device shall be installed.

For concrete driveway, the Contractor shall saw cut and remove the concrete. If the removal is to an existing header, like header material and adequate load transfer device shall be installed.

For concrete curbs, the Contractor shall remove the concrete and leave a minimum of 9 inches of the existing rebar in place. Where rebar is removed, the Contractor shall drill 9 inches into the remaining existing concrete and secure an 18 inch, #3, deformed steel bar with cement grout or suitable epoxy. If the removal is to an existing header or curb ear, like header or curb ear material shall be installed. Cost of curb removal and replacement shall be included in the unit price for pavement removal and replacement.

For concrete sidewalks, the Contractor shall saw cut and remove the concrete, clip exposed wire mesh, and cover the expose wire mesh with a suitable epoxy coating. If the removal is to an existing header or construction joint, like header material shall be installed.

For existing monolithically poured concrete paving and curb sections, removal and payment shall be made in accordance with concrete pavement, with no separate linear foot payment for the monolithically poured curb.

### **SITE PREPARATION AND RESTORATION**

The Contractor shall remove all loose material from the areas where concrete pavement, driveways, and sidewalks are to be placed. Compacted (sack 1.5 per ton) cement stabilized sand shall be placed, the depths of which sand shall be as follows: 6 inches for public roadway pavement, 4 inches for driveways, and 3 inches for sidewalks. Forms shall be placed in accordance with good construction practices in common use. Lines and grades shall be the responsibility of the Contractor, who will make sure that water shall not pond on the newly poured pavement, driveways and sidewalks. If water does pond in the newly poured sections, the Contractor may, at the direction of the City Engineer's office, be required to remove and replace same at Contractor's sole cost and expense.

All disturbed areas adjacent to the newly installed concrete pavement, driveways, and sidewalks shall be back filled with earthier material capable of supporting St. Augustine or Bermuda grass or similar vegetation, and contoured to match or transition smoothly to adjacent existing or finished grades.

### **PORTLAND CEMENT CONCRETE**

Portland Cement shall conform to ASTM C-150, Type I or Type IA. The cement shall conform to applicable ASTM specifications for weight variations and length of storage. Cement which has become caked or lumped shall not be used.

Coarse aggregate shall consist of durable particles of washed gravel, crushed gravel, or crushed stone of reasonably uniform quality throughout, free from injurious amounts of salt, alkali, vegetable matter or objectionable material and shall conform to ASTM C-33.

Fine aggregates shall consist of sand or a combination of sand, and shall be composed of clean, hard, durable, uncoated grains and shall conform to ASTM C-33.

Water shall be from municipal supplies approved by the State Health Department.

Admixtures shall comply with all requirements of Item 437 of the TxDot Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, adopted March 1, 1995.

Steel reinforcing section shall conform to Item 440.2(1) of the TxDot Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, adopted March 1, 1995. Minimum size bar for curb and gutter section shall be No. 4. Minimum size bar for concrete curbs shall be No. 3. Reinforcement for sidewalk and driveways shall be either wire mesh (sizes 6-6-6), Number 3 rebar on 18 inch centers, or Fibermesh (as approved by the City's Building Department). Steel may be field bent or cut, but shall not be heated and/or cut with a torch.

Poured joint sealing material shall conform to the requirements of ASTM D-1190 or to Item 433.2(3) (e) Class 5 Self-leveling low modulus silicone sealant of the TxDot Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, adopted March 1, 1995.

Forms shall be of such cross section and strength and so secured as to resist the pressure of the concrete when placed and the impact and vibration of any equipment they support, without springing or settlement. Lumber forms shall be softwood framing lumber, kiln dried, PS 20, No. 2 common grade. Plywood forms shall be exterior type softwood, PS 20, panel veneer grades BB.

Load transfer units for auto traffic and sidewalk construction shall be 3/4" redwood form with minimum 1" deep removable top strip, 1/2" x 10" steel reinforcing bars at 22" o.c. +/- with plastic bond breaker sleeve on one side, and 3/32" thick steel bar support plates each side. Provide custom size as required for full paving depth and sealant depth as required by manufacturer.

### **CONCRETE STRENGTH**

The concrete mix will be designed to produce a minimum flexural strength of 550 PSI at the age of 7 days and a minimum compressive strength of 3,000 PSI at the age of 28 days. The concrete shall contain not less than 5 sacks of Portland cement per cubic yard of concrete. The water-cement ration shall not exceed 6.25 gallons of water/sack of Portland cement.

### **MIX DESIGN**

The contractor shall be responsible for furnishing the City Engineer with the concrete mix design for approval. The mix shall be designed to conform with the requirements contained herein and in accordance with ACI 318. The mix will be designed to produce concrete which will have a slump of 4 inches (plus or minus 1 inch) for non-structural concrete.

### **PLACEMENT AND FINISHING**

Cast in place items for securing adjoining materials to concrete work shall be accurately spaced, positioned and secured prior to placement of concrete.

Steel reinforcement shall be accurately spaced, positioned and secured prior to placement of concrete. The Office of the City Engineer shall be given 24 hours notice to inspect reinforcement steel before concrete is placed.

Temperature limitations: Do not place concrete when ambient temperature is 40 degrees F. or below, and falling. Concrete may be placed when temperature is 40 degrees F. or above and rising, providing there is no

reason to expect a drop in temperature below 40 degrees F. within 24 hours of the conclusion of the pour.

Place concrete only after all forms, reinforcement, cast in place items, pipes, conduits, sleeves, hangers, anchors, flashing and other work required have been properly installed, and forms cleaned and wetted.

Concrete shall be mixed and delivered to the site in accordance with ASTM C-94.

Place concrete on a moist grade as near as possible in its final position in the forms so as to avoid segregation of the aggregate or displacement of the reinforcement steel, joint assemblies, and cast in place items. Concrete shall be thoroughly consolidated by approved mechanical means. Special care shall be used to prevent the formation of honeycombs and voids. Cold joints shall not be allowed.

All edges, including dummy and expansion joints, shall be rounded with an edging tool having a radius of approximately 1/3 inch. Dummy contraction joints shall be formed in the fresh concrete by cutting a groove to a depth of 3/4 inch in the top portion by means of a jointer having a radius of 1/8 inch and a cutting edge not more than 1/2 inch thick. Dummy joints will be spaced 48 inches on center in each direction, except where a definite pattern is shown on the drawings. Exposed finished surfaces shall receive a light broom finish. Apply white pigmented membrane curing compound conforming to the requirements of ASTM C-309. Joints to be sealed shall be filled with joint-sealing material before surface is opened to public traffic, as soon after completion of the curing period as is feasible. Joints shall be cleaned of all foreign material and joint faces shall be clean and dry before placing sealant. Sealant shall be placed in accordance with manufacturer's recommendations and none of the sealant material shall be spilled on the exposed surfaces of the concrete.

Maximum variation in finished concrete slab surfaces shall be 1/8" when tested with a 10 foot long straightedge. Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements shall be repaired or replaced by Contractor as directed by City Engineer.

### **MEASUREMENT AND PAYMENT**

Saw cutting, removal, disposal offsite and replacement of concrete pavement shall be paid for based on per square yard units, for actual units saw cut, removed, disposed offsite, and replaced. There shall be no separate pay for the cost of curb removal and replacement, which shall be included in the unit price for pavement removal and replacement.

Saw cutting, removal, disposal offsite and replacement of concrete driveway pavement shall be paid for based on per square yard units, for actual units saw cut, removed, disposed offsite, and replaced.

Saw cutting, removal, disposal offsite and replacement of concrete sidewalks shall be paid for based on per linear foot units, for actual units saw cut, removed, disposed offsite, and replaced.

There shall be no separate for site preparation or restoration. All costs associated with the same shall be considered portions of the unit prices paid for the installation of the concrete pavement, driveways, and sidewalks.

### **CLEAN UP AND RESTORATION**

The Contractor shall clean up each job site every day. Before moving to the next jobsite, the Contractor shall return the finished grade to as near its original condition as possible, including fine grading and sodding to match existing ground contours and grass types, respectively.

| ITEM | DESCRIPTION   | EST. QTY | PRICING     | JM SALES & SERVICE | TEAMWORK CONST. |
|------|---|----------|-------------|--------------------|-----------------|
| 1    | REMOVAL AND DISPOSAL OF EXISTING SIDEWALK   | 5200     | \$ PER S.F. | \$ 1.50            | \$ 1.50         |
| 2    | NEW SIDEWALK  | 5200     | \$ PER S.F. | \$ 5.50            | \$ 5.49         |
| 3    | SODDING   | 1        | \$ PER S.F. | \$ 0.65            | \$ 0.90         |
| 4    | SAW CUT FULL DEPTH 4"   | 1        | \$ PER L.F. | \$ 3.22            | \$ 3.00         |
| 5    | SAW CUT FULL DEPTH 6" DRIVEWAY/PAVEMENT   | 1        | \$ PER L.F. | \$ 4.82            | \$ 5.00         |
| 6    | SAW CUT FULL DEPTH 8" CONCRETE PAVEMENT   | 1        | \$ PER L.F. | \$ 6.22            | \$ 6.00         |
| 7    | REMOVAL AND DISPOSAL OF EXISTING DRIVEWAY/PAVEMENT  | 1        | \$ PER S.F. | \$ 1.50            | \$ 1.50         |
| 8    | NEW 6" DRIVEWAY   | 1        | \$ PER S.F. | \$ 1.50            | \$ 7.94         |
| 9    | NEW 8" DRIVEWAY   | 1        | \$ PER S.F. | \$ 1.50            | \$ 10.50        |
| 10   | NEW 6" X 6" CURB  | 1        | \$ PER L.F. | \$ 15.00           | \$ 14.00        |
| 11   | CONCRETE STREETS; PAVING ALL THICKNESSES, ALL TYPES   | 500      | \$ PER L.F. | \$ 22.20           | \$ 24.80        |
| 12   | MOBILIZATIONS LESS THAN 50 SF/LF  | 1        | \$ EA       | \$ 350.00          | \$ 250.00       |
| 13   | MOBILIZATIONS 50-200 SF/LF  | 1        | \$ EA       | \$ 525.00          | \$ 100.00       |
| 14   | MOBILIZATIONS 201-500 SF/LF   | 1        | \$ EA       | \$ 700.00          | \$ 100.00       |
| 15   | MOBILIZATIONS OVER 500 SF/LF  | 1        | \$ EA       | \$ 875.00          | \$ 100.00       |
| 16   | THE REPAIR OF STORMWATER COLLECTION BOXES AND/OR MANHOLES, ALL TYPES INCLUDING, CURB INLETS, CATCH BASINS, AREA DRAINS, JUNCTION BOXES, AND MANHOLES, INCLUDING INTERIOR AND EXTERIOR BOX INTEGRITY AND PIPING INTO AND OUT OF THE BOX.                 |          |             |                    |                 |
| A.   | INLET 0 TO 4 FEET   | 9        | EA          | \$ 482.00          | \$ 750.00       |
| B.   | INLET 4 TO 8 FEET   | 9        | EA          | \$ 700.00          | \$ 950.00       |
| C.   | STORM MANHOLE 4 TO 8 FEET   | 10       | EA          | \$ 622.00          | \$ 825.00       |
| D.   | STORM MANHOLE 8 TO 12 FEET  | 2        | EA          | \$ 900.00          | \$ 1,230.00     |
| 17   | Saw and remove, dispose offsite, and replace approximately 1750 square yards of existing concrete pavements, all thicknesses (including curbs, measured horizontally to the back of the curb), from various public rights-of-way or easements City Wide |          |             |                    |                 |
| A.   | New 4" Concrete #3 Rebar 15"OC  | 1        | \$ PER S.F. | \$ 5.50            | \$ 5.49         |
| B.   | New 6" Concrete #3 Rebar 12"OC  | 1        | \$ PER S.F. | \$ 6.50            | \$ 7.94         |
| C.   | New 7" Concrete #4 Rebar 24"OC  | 1        | \$ PER S.F. | \$ 7.25            | \$ 8.41         |
| D.   | New 8" Concrete #4 Rebar 12"OC  | 1        | \$ PER S.F. | \$ 7.50            | \$ 10.50        |
| E.   | Demo and New 4" Concrete #3 Rebar 15"OC   | 1        | \$ PER S.F. | \$ 7.00            | \$ 6.99         |
| F.   | Demo and New 6" Concrete #3 Rebar 12"OC   | 1        | \$ PER S.F. | \$ 7.50            | \$ 9.44         |
| G.   | Demo and New 7" Concrete #4 Rebar 24"OC   | 1        | \$ PER S.F. | \$ 8.75            | \$ 9.91         |
| H.   | Demo and New 8" Concrete #4 Rebar 12"OC   | 1        | \$ PER S.F. | \$ 9.00            | \$ 12.00        |
| I.   | Demo and New 6"x6" Curbs  | 1        | \$ PER L.F. | \$ 15.00           | \$ 16.00        |
| J.   | Saw Cutting Full Depth 4"   | 75       | \$ PER L.F. | \$ 3.22            | \$ 3.00         |
| K.   | Saw Cutting Full Depth 6"   | 75       | \$ PER L.F. | \$ 4.82            | \$ 5.00         |
| L.   | Saw Cutting Full Depth 7"   | 75       | \$ PER L.F. | \$ 5.52            | \$ 5.50         |
| M.   | Saw Cutting Full Depth 8"   | 75       | \$ PER L.F. | \$ 6.22            | \$ 6.00         |
|      | <b>Totals</b>   |          |             | \$ 5,311.39        | \$ 4,491.81     |

# Consent Agenda Item E

- E. Consideration and Possible Action – Resolution No. R2014-43 – A resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into an Interlocal Agreement with the National Intergovernmental Purchasing Alliance. *Mr. Bob Pearce, Purchasing Officer.***

**AGENDA REQUEST  
BUSINESS OF THE CITY COUNCIL  
CITY OF PEARLAND, TEXAS**

|   |              |                         |                         |
|---|--------------|-------------------------|-------------------------|
| <b>AGENDA OF:</b>   | May 19, 2014 | <b>ITEM NO.:</b>        | Resolution No. R2014-43 |
| <b>DATE SUBMITTED:</b>  | May 12, 2014 | <b>DEPT. OF ORIGIN:</b> | Finance                 |
| <b>PREPARED BY:</b>   | Bob Pearce   | <b>PRESENTOR:</b>       | Bob Pearce              |
| <b>REVIEWED BY:</b>   | Mike Hodge   | <b>REVIEW DATE:</b>     | May 12, 2014            |
| <b>SUBJECT:</b> Interlocal Agreement with National Intergovernmental Purchasing Alliance  |              |                         |                         |
| <b>EXHIBITS:</b> Resolution # 2014-43<br>Master Intergovernmental Cooperative Purchasing Agreement  |              |                         |                         |
| <input type="checkbox"/> Grant <input type="checkbox"/> Developer/Other <input type="checkbox"/> Cash<br><input type="checkbox"/> Bonds To Be Sold <input type="checkbox"/> Bonds- Sold <input type="checkbox"/> L/P – Sold <input type="checkbox"/> L/P – To Be Sold |              |                         |                         |
| <b>FUNDING:</b>   |              |                         |                         |
| <b>EXPENDITURE REQUIRED:</b> N/A  |              | <b>AMOUNT BUDGETED:</b> |                         |
| <b>AMOUNT AVAILABLE:</b>  |              | <b>PROJECT NO.:</b> N/A |                         |
| <b>ACCOUNT NO.:</b>   |              |                         |                         |
| <b>ADDITIONAL APPROPRIATION REQUIRED:</b>   |              |                         |                         |
| <b>ACCOUNT NO.:</b>   |              |                         |                         |
| <b>PROJECT NO.:</b>   |              |                         |                         |
| <b>To be completed by Department:</b>   |              |                         |                         |
| X Finance   | X Legal      | Ordinance               | X Resolution            |

**EXECUTIVE SUMMARY**

**BACKGROUND**

The Police Department is requesting to utilize the National Intergovernmental Purchasing Alliance (NIPA) cooperative purchasing program in order to purchase two (2) new automated license plate recognition systems, which were approved in the Fiscal Year 2014 budget, the cost of which is under \$50,000. Automated license plate

recognition is a technology that uses optical character recognition in order to automatically read license plate characters.

### **BID AND AWARD**

The desired Visual Pro 360 system is available from the NIPA program, which was established for public agencies across the United States with the specific purpose of reducing procurement costs by leveraging the volume of 20,000+ customers in a variety of areas. While the City has not previously participated in this particular cooperative program, it utilizes a competitive sealed bidding/proposal methodology for award, and meets all municipal competitive bidding requirements of Texas Local Government Code, Chapter 252.

The attached Master Intergovernmental Cooperative Purchasing Agreement with NIPA would further allow the City of Pearland to cooperatively purchase various goods and services from existing contracts which are determined to be fiscally advantageous to the City. It should be noted that any cooperative purchase by the City of Pearland of goods or services in excess of \$50,000 annually under an existing NIPA contract would require the prior approval of the Pearland City Council.

### **RECOMMENDED ACTION**

City Council approval of a resolution authorizing the City Manager or his designee to execute documentation to utilize the NIPA cooperative purchasing program.

**RESOLUTION NO. R2014-43**

**A resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into an Interlocal Agreement with the National Intergovernmental Purchasing Alliance for cooperative purchasing.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS:**

**Section 1.** That certain Interlocal Agreement by and between the City of Pearland and the National Intergovernmental Purchasing Alliance, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes, is hereby authorized and approved.

**Section 2.** That the City Manager or his designee is hereby authorized to execute and the City Secretary to attest said Interlocal Agreement with the National Intergovernmental Purchasing Alliance.

PASSED, APPROVED and ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_,  
A.D., 2014.

\_\_\_\_\_  
TOM REID  
MAYOR

ATTEST:

\_\_\_\_\_  
YOUNG LORFING, TRMC  
CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
DARRIN M. COKER  
CITY ATTORNEY



## **MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate (“Principal Procurement Agencies”) to be appended and made a part hereof and other public agencies (“Participating Public Agencies”) that register electronically with National Intergovernmental Purchasing Alliance Company (“National IPA”) or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

### **RECITALS**

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein “Products”);

**WHEREAS**, Master Agreements are made available by Principal Procurement Agencies through National IPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

**NOW, THEREFORE**, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

Authorized Signature, Participating Public Agency

NATIONAL INTERGOVERNMENTAL  
PURCHASING ALLIANCE COMPANY

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

Roger D. Dempsey, C.P.M., A.P.P.  
Name

\_\_\_\_\_  
Title and Agency Name

Regional Manager - South Central  
Title

\_\_\_\_\_  
Date

04/05/2013  
Date

# New Business Item No. 1

1. **Consideration and Possible Action – First Reading of Ordinance No.1498** – An ordinance of the City Council of the City of Pearland, Texas, abandoning a certain sixty foot (60') road right-of-way recorded in the plat records of, Brazoria County, Texas, within the corporate city limits of Pearland, Brazoria County, Texas; having a savings clause and a severability clause; and providing for an effective date. *Mr. Darrin Coker, City Attorney.*

**AGENDA REQUEST  
BUSINESS OF THE CITY COUNCIL  
CITY OF PEARLAND, TEXAS**

|  |  |
|--|--|
| <b>AGENDA OF: 5-19-14</b>  | <b>ITEM NO.:</b> Ordinance No. 1498      |
| <b>DATE SUBMITTED: 5-05-14</b>   | <b>DEPARTMENT OF ORIGIN: Legal</b>       |
| <b>PREPARED BY: Darrin Coker</b>   | <b>PRESENTOR: Darrin Coker</b>           |
| <b>REVIEWED BY: NA</b>   | <b>REVIEW DATE: NA</b>                   |
| <b>SUBJECT: ROW Abandonment (Bardet Drive)</b>   |  |
| <b>EXHIBITS: Ordinance No. 1498; Petition for Abandonment, Survey Maps, Aerial map</b>   |  |
| <b>EXPENDITURE REQUIRED:<br/>AMOUNT AVAILABLE:<br/>ACCOUNT NO.:</b>  | <b>AMOUNT BUDGETED:<br/>PROJECT NO.:</b> |
| <b>ADDITIONAL APPROPRIATION REQUIRED:<br/>ACCOUNT NO.:</b>   |  |
| <b>PROJECT NO.:</b>  |  |
| <b>To be completed by Department:</b>  |  |
| <input type="checkbox"/> Finance <input checked="" type="checkbox"/> Legal <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution |  |

**EXECUTIVE SUMMARY**

Expre Realty recently submitted a Petition requesting the abandonment of a portion of the 60 foot road right-of-way known as Bardet Drive ("ROW") and the Council conducted a public hearing for the request on May 12th. The ROW is located north of Fite Road and east of Harkey Road (see aerial map), and the owner desires to abandon the portion of the ROW adjacent to lots 4, 5, 6 and 7. The abandonment will allow Expre to relocate the previously platted turn around easement so a new cul-de-sac can be platted and new lots formed (see survey maps). Public Works has reviewed the Petition, and does not object to the request. The right-of-way adjacent to other properties on Bardet Drive will not be abandoned, and the City's abandonment is contingent upon the replatting of the new ROW.

## **ORDINANCE NO.1498**

**An ordinance of the City Council of the City of Pearland, Texas, abandoning a portion of Bardet Drive, a certain sixty foot (60') road right-of-way recorded in the plat records of Brazoria County, Texas, within the corporate city limits of Pearland, Brazoria County, Texas; having a savings clause and a severability clause; and providing for an effective date.**

**WHEREAS**, a petition has been filed with the City of Pearland, to abandon a certain sixty foot (60') road right-of-way (road right-of-way) described in Exhibit "A", attached hereto and made a part hereof for all purposes, and recorded in the Plat Records of Brazoria County, Texas; now, therefore,

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

**Section 1.** The City Council finds and determines that public convenience and necessity does not require retention of the road right-of-way described in Exhibit "A".

**Section 2.** Subject to any contingencies contained herein the road right-of-way referenced herein is hereby ABANDONED by the City of Pearland.

**Section 3.** This ordinance is hereby contingent upon the owner of the property re-platting the right-of-way to a location agreed upon by the City.

**Section 4.** That the City Manager or his designee or is hereby authorized to execute and the City Secretary to attest all documents necessary to give effect to this Ordinance.

**Section 5.** A certified copy of this ordinance recorded in the official records of Brazoria County, Texas, shall constitute notice of this action by the City Council.

**Section 6. Savings.** All rights and remedies which have accrued in favor of the City under this Chapter and amendments thereto shall be and are preserved for the benefit of the City.

**Section 7. Severability.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid, unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such portion shall be deemed a

**ORDINANCE NO. 1498**

separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**Section 8. Effective Date.** This Ordinance shall become effective immediately upon its passage and approval by the City Council.

PASSED and APPROVED ON FIRST READING this the \_\_\_\_\_ day of \_\_\_\_\_, A. D., 2014.

\_\_\_\_\_  
TOM REID  
MAYOR

ATTEST:

\_\_\_\_\_  
YOUNG LORFING, TRMC  
CITY SECRETARY

PASSED and APPROVED ON SECOND AND FINAL READING this the \_\_\_\_\_ day of \_\_\_\_\_, A. D., 2014.

\_\_\_\_\_  
TOM REID  
MAYOR

ATTEST:

\_\_\_\_\_  
YOUNG LORFING, TRMC  
CITY SECRETARY

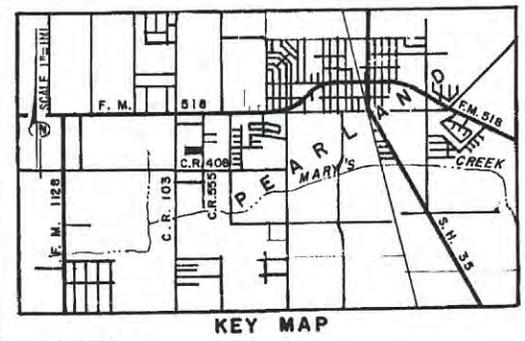
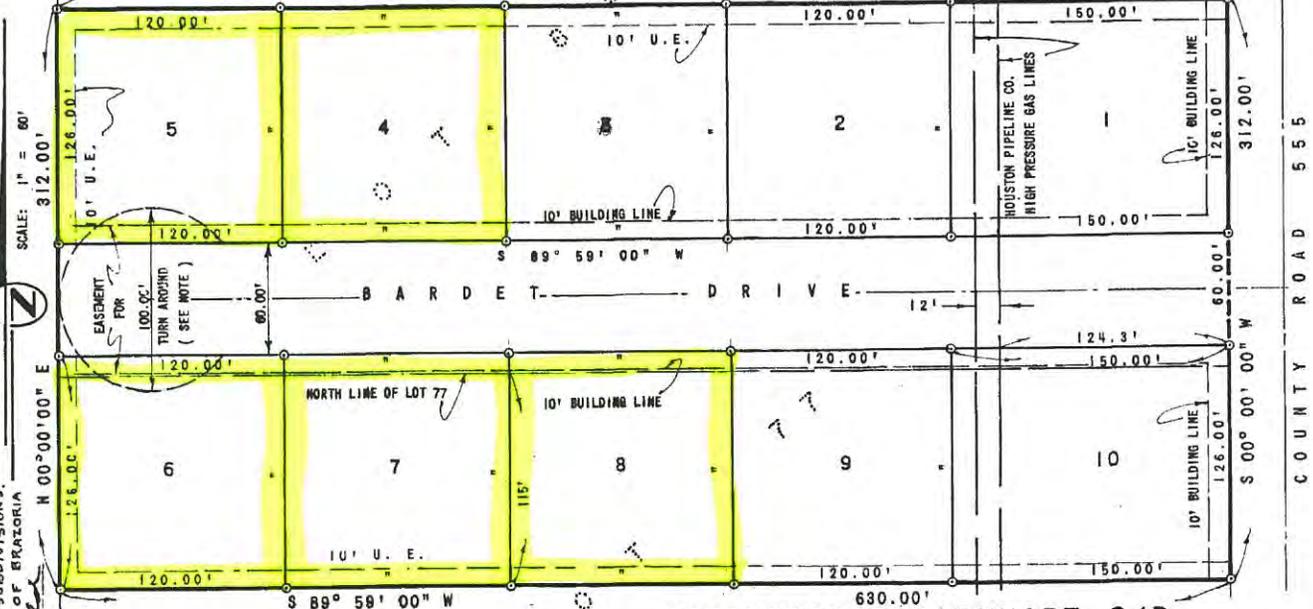
APPROVED AS TO FORM:

\_\_\_\_\_  
DARRIN M. COKER  
CITY ATTORNEY

24372

NOTES: ALL EXISTING PIPELINES THROUGH SUBDIVISION HAVE BEEN SHOWN

⊙ INDICATES IRON PIPE OR IRON ROD  
CROSS-HATCHED AREA IS TEMPORARY EASEMENT FOR TURN-AROUND  
UNTIL STREET IS EXTENDED TO THE WEST IN A RECORDED PLAT  
N 89° 59' 00" E



STATE OF TEXAS  
 COUNTY OF BRAZORIA

THE OWNERS OF LAND SHOWN ON THIS PLAT AND WHOSE NAMES ARE SUBSCRIBED THERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATE TO THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES HEREON SHOWN FOR THE PURPOSE AND CONSIDERATION HEREIN EXPRESSED.

THE OWNERS DO HEREBY WAIVE ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES AS APPROVED FOR THE STREETS AND DRAINAGE EASEMENTS DEDICATED OR OCCASIONED BY THE ALTERATION OF THE SURFACE OF ANY PORTION OF THE STREETS OR DRAINAGE EASEMENTS TO CONFORM TO SUCH GRADES AND DO HEREBY BIND MYSELF MY HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND DEFEND THE TITLE TO THE LAND SO DEDICATED.

*Lee C. Detenbeck*      *Joseph Barnhart*  
 LEE C. DETENBECK (OWNER)      JOSEPH BARNHART (OWNER)

STATE OF TEXAS  
 COUNTY OF BRAZORIA

### DETENBECK & BARNHART S/D

A SUBDIVISION OF 4.512 ACRES OF LAND BEING THE NORTH 1.663 ACRES OF LOT 77 & THE SOUTH 2.849 ACRES OF LOT 80, OF THE FIGLAND ORCHARDS SUBDIVISION, H. T. & B. R. R. CO. SURVEY SECT. 13, A - 240, RECORDED IN VOL. 8, PAGE 77, PLAT RECORDS BRAZORIA COUNTY, TEXAS.

SUBDIVISION APPROVED  
 BY THE COMMISSIONERS COURT, BRAZORIA COUNTY, TEXAS THIS 12 DAY OF December 1973

*Lee C. Detenbeck*      *Joseph Barnhart*  
 COUNTY JUDGE      COUNTY ENGINEER

*Richard Brown*      *John C. Hagley Jr.*  
 COMMISSIONER PREC. 1      COMMISSIONER PREC. 2

*Bill Griffin*      \_\_\_\_\_  
 COMMISSIONER PREC. 3      COMMISSIONER PREC. 4

BY THE BRAZORIA COUNTY DRAINAGE DISTRICT NO. 4 THIS 8 DAY OF Oct 1973

*Robert L. Griffin*      *Louis A. Bluman*  
 COMMISSIONER      COMMISSIONER

*Vernon W. Halick*      \_\_\_\_\_  
 COMMISSIONER

PLAT APPROVED  
 DATE 12-3-73      DATE 11-30-73

*John O. Williams*  
 CITY ATTORNEY

BY THE PEARLAND PLANNING COMMISSION

THIS 2nd DAY OF November 1973

*John C. Detenbeck*  
 Mayor

*W.C. Morrow*  
 Councilman

*Tom Reid*  
 Councilman

*Frank Sanders*  
 Councilman

*M.A. Black*  
 Councilman

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED LEE C. DETENBECK AND JOSEPH BARNHART, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION HEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL THIS 2nd DAY OF October 1973

*Malcolm A. Collins*  
 NOTARY PUBLIC IN AND FOR BRAZORIA COUNTY, TEXAS

STATE OF TEXAS  
 COUNTY OF BRAZORIA

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

*Malcolm A. Collins*  
 MALCOLM A. COLLINS, Registered Professional Engineer & Public Surveyor

PREPARED AND CERTIFIED BY:  
 COENCO, INC., CONSULTING ENGINEERS  
 P.O. BOX 1388 • 221 S. GORDON • ALVIN, TEXAS



FILED FOR RECORD  
 AT 2:45 O'CLOCK P. M.

DEC 5 1973

H. R. STEVENS, JR.  
 CLERK COUNTY COURT, BRAZORIA CO., TEXAS  
 BY *H. R. Stevens, Jr.* DEPUTY

APPROVED FOR FILING, BRAZORIA COUNTY ASSUMES NO OBLIGATION FOR GRADING, DRAINAGE STRUCTURES OR SURFACING THE ROADS OR STREETS UNDEVELOPED AND ALLEYS OR MAKING ANY OTHER IMPROVEMENTS ON SUBDIVISIONS BY ORDER NO. 1 OF THE COMMISSIONERS COURT OF BRAZORIA COUNTY THIS 28th DAY OF DECEMBER, 1973. COUNTY JUDGE

$\Delta = 265^{\circ}40'01''$   
 $R = 50.00'$   
 $L = 231.84'$   
 $CH = S 02^{\circ}49'37'' E,$   
 $73.33'$

RES  
( FT.)

# 3  
 = 53.46'  
 (NOTE 5)

EXPRE REALTY, LTD.  
 CLERK'S FILE NO. 2004070715  
 B.C.C.O.

H.T. & B.R.R. CO. SURVEY,  
 SECTION 13, ABSTRACT  
 NO. 240

DETENBECK & BARNHART  
 SUBDIVISION  
 VOL. 15, PG. 10  
 B.C.P.R.

S & K TRENCHING, INC.  
 CLERK'S FILE NO. 2005014609  
 B.C.C.O.

10' BUILDING SETBACK LINE  
 VOL. 15, PG. 10  
 B.C.P.R.

POINT OF BEGINNING  
 LOT 6A  
 FND. 5/8" I.R.

EXPRE REALTY, LTD.  
 CLERK'S FILE NO. 2004075618  
 B.C.C.O.

1.5 ACRES  
 AMCU, INC.  
 CLERK'S FILE NO. 2006005091  
 B.C.C.O.

ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH

PEARLAND GPS MONUMENT NO. 7 LOCATED AT THE INTERSECTION  
 VATION = 50.33' NGVD29 (87 ADJ).

IN FIRE HYDRANT LOCATED ALONG THE SOUTH SIDE OF  
 WAGON TRAIL ROAD, ELEVATION = 53.46' NGVD29

045 J, DATED SEPTEMBER 22, 1999, THE SUBJECT TRACT LIES IN  
 SIGNATION IS BASED ON SCALING FROM THE F.I.R.M. AND IS  
 S MAPS.



**THE WILSON SURVEY GROUP, INC.**  
PROFESSIONAL LAND SURVEYORS

April 25, 2014

**TO THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS:**

Expre Realty (Petitioner) is the Owner of Lots 4, 5, 6, 7, and 8 in the Detenbeck and Barnhart Subdivision in the City of Pearland, Brazoria County, Texas. Petitioner desires to abandon a portion of the public right-of-way of Bardet Drive adjacent to Lots 4, 5, 6 and 7. In accordance with the procedures outlined in Ordinance No. 788, Petitioner submits this petition and the required plans, lists, letters and administrative fee.

---

Michael D. Wilson, R.P.L.S.  
Owner's Representative

The Wilson Survey Group, Inc.  
2006 E. Broadway, Suite 103  
Pearland, Texas 77581

GIS Mapping Interface - Pearland, Texas

Query/Info Selection Draw Lat/Long System

Layers

- All Layers
  - Addresses
  - Parks
  - Elevation Layers
  - Land Marks
  - Utilities
  - Capital Projects
  - Planning Layers
  - Boundary Layers
  - Roads
  - Aerials
  - Appraisal Districts
  - City Boundaries

Queries

- Address Locator
- Markup
- Lat / Long
- Overview Map



Map showing residential areas, roads, and a baseball field. Visible street names include WEST OAK ST, HANKEY RD, FITE RD, BARDET ST, and WEST OAK BLVD. The map is overlaid with a grid.

Tool: Zoom In X: 3139018.06, Y: 13768712.25, Longitude: -95.3174, Latitude: 29.5575 1: Scales Bookmarks

# New Business Item No. 2

- 2. Consideration and Possible Action – Resolution No.R2014-47–** A resolution of the City Council of the City of Pearland, Texas, awarding a bid for landscape maintenance services to Maldonado Nursery Landscaping, Inc., in the amount of \$500,390.00. *Ms. Michelle Graham, Director of Parks Recreation and Beautification.*

**AGENDA REQUEST  
BUSINESS OF THE CITY COUNCIL  
CITY OF PEARLAND, TEXAS**

|  |                                     |   |  |
|--|-------------------------------------|---|--|
| <b>AGENDA OF:</b>  | May 19, 2014                        | <b>ITEM NO.:</b>                          | Resolution No. R2014-47                  |
| <b>DATE SUBMITTED:</b>   | May 12, 2014                        | <b>DEPT. OF ORIGIN:</b>                   | Finance                                  |
| <b>PREPARED BY:</b>  | Bob Pearce                          | <b>PRESENTOR:</b>                         | Michelle Graham                          |
| <b>REVIEWED BY:</b>  | Jon R. Branson                      | <b>REVIEW DATE:</b>                       | May 12, 2014                             |
| <b>SUBJECT: Award of Bids for Landscape Maintenance of Medians and Right of Ways and City Facilities</b>   |                                     |   |  |
| <b>EXHIBITS: R2014-47</b><br>Exhibit A - Bid Tabulation for Bid #0214-20<br>Exhibit B - Bid Tabulation for Bid #0214-21<br>Internal Memo from Michelle Smith |                                     |   |  |
| <b>FUNDING:</b>  |                                     |   |  |
| <input type="checkbox"/> Bonds To Be Sold  | <input type="checkbox"/> Grant      | <input type="checkbox"/> Developer/Other  | <input checked="" type="checkbox"/> Cash |
| <input type="checkbox"/> Bonds- Sold   | <input type="checkbox"/> L/P – Sold | <input type="checkbox"/> L/P – To Be Sold |  |
| <b>EXPENDITURE REQUIRED: \$500,390 (est.)</b>  |                                     | <b>AMOUNT BUDGETED: \$500,390</b>         |  |
| <b>AMOUNT AVAILABLE: \$500,390</b>   |                                     | <b>PROJECT NO.:</b>                       |  |
| <b>ACCOUNT NOS.: 010-3395-555-11-15</b>  |                                     |   |  |
| <b>ADDITIONAL APPROPRIATION REQUIRED:</b>  |                                     |   |  |
| <b>ACCOUNT NO.:</b>  |                                     |   |  |
| <b>PROJECT NO.:</b>  |                                     |   |  |
| <b>To be completed by Department:</b>  |                                     |   |  |
| <b>X Finance</b>   | <b>X Legal</b>                      | <b>Ordinance</b>                          | <b>X Resolution</b>                      |

**EXECUTIVE SUMMARY**

**BACKGROUND**

The City has, since 2010, solicited bids for landscape maintenance of certain City facilities and medians and right of ways, which have been awarded to various vendors. Due to previous service quality issues, Parks management staff elected not to renew the 2013 contract awards and instead re-bid them with more stringent vendor accountability and service requirements in the belief that it would yield a higher quality of service. Subsequently, Bid #0214-20 for Landscape Maintenance of Right of Ways and Medians and Bid #0214-21 Landscape Maintenance of City Facilities were published in the newspaper of record and on the City's website.

**SCOPE OF CONTRACT**

Provision of landscape maintenance services as needed for a term of one (1) year, with two (2) subsequent one-year renewal options available upon the mutual agreement of both parties, and the approval of City Council. Any price adjustment request by the Contractor at renewal must

be substantiated by a commensurate annual increase over the period of the contract term in the Consumer Price Index for the Houston-Galveston-Brazoria metropolitan area.

### **BID AND AWARD**

Bids were received on April 7, 2014 and April 14, 2014 for Medians/Right of Ways and Facilities, respectively, and reviewed by Purchasing and Parks staff. Bid specifications requested routine grounds maintenance unit prices by location/facility, as well as multiple extra work items to be performed as needed.

Maldonado Nursery and Landscaping, Inc. was the low bidder for the Medians and Right of Ways bid. The apparent low bidder for the Facilities bid was Hydrozone Landscape Corporation. After reviewing the responses, Parks staff conducted reference checks and found that over half of the listed references for Hydrozone Landscape Corporation stated they had not dealt with the company, either by their current or previous business name. Because of the inability to receive positive references, combined with issues experienced recently with Hydrozone on other projects, Parks staff recommends award to the second low bidder, which was Maldonado Nursery and Landscaping, Inc. This will also afford a single point of contact for grounds maintenance for Parks staff, thus enhancing staff/vendor communication efficiency.

### **SCHEDULE**

Landscape maintenance services will occur as needed throughout the term of the agreement.

### **POLICY/GOAL CONSIDERATION**

Strategy 5.0 in the Pearland 20/20 Strategic Plan, facilitated by the PEDC and adopted by Council, relates to the development of a comprehensive beautification strategy and specific tactics related to the maintenance and standards along landscaped roads and corridors.

In keeping with that strategy, and recognizing the need for improvement in the appearance of our landscaped areas, PEDC enlisted the support of a landscape architect to review and recommend service enhancements to the existing bid specifications and those recommendations have been incorporated into these bids.

Proper grounds maintenance services are needed in order to complete City mowing projects for a well maintained, aesthetically pleasing community and play a role in the economic development and image of the community.

### **CURRENT AND FUTURE FUNDING /FINANCIAL IMPACTS**

Funding for these items come from the General Fund for Parks and Recreation Landscape Maintenance. Parks staff projects funds are available to cover the remaining four (4) months of this fiscal year.

### **O&M IMPACT INFORMATION**

| <b>Fiscal Year</b> | <b>2014</b>                         | <b>2015</b>   | <b>2016</b> |
|--------------------|-------------------------------------|---|-------------|
|                    | \$168,000<br>(remainder of<br>FY14) | \$515,000*<br>(subject to<br>Council approval<br>of renewal in<br>May 2015) | \$530,000*  |

\*estimating an approximate 2.9% increase in the CPI index for Houston-Galveston-Brazoria region.

### **RECOMMENDED ACTION**

City Council approval of a resolution awarding a bid for landscape maintenance services to Maldonado Nursery and Landscaping, Inc. in the amount of \$500,390.

**RESOLUTION NO. R2014-47**

**A resolution of the City Council of the City of Pearland, Texas, awarding a bid for landscape maintenance services to Maldonado Nursery Landscaping, Inc., in the amount of \$500,390.00.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS:**

**Section 1.** That competitive bids were obtained for landscape maintenance services.

**Section 2.** That the City Council hereby awards the contract to Maldonado Nursery Landscaping, Inc., in the amount of \$500,390.00.

**Section 3.** The City Manager or his designee is hereby authorized to execute a contract for the purchase of landscaping maintenance services.

PASSED, APPROVED and ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_,  
A.D., 2014.

\_\_\_\_\_  
TOM REID  
MAYOR

ATTEST:

\_\_\_\_\_  
YOUNG LORFING, TRMC  
CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
DARRIN M. COKER  
CITY ATTORNEY

| BID                     | 0214-20 - Landscape Maintenance of Right of Ways and Medians                 |     |     |                                       |             |                                 |             |   |             |                             |             |
|-------------------------|--|-----|-----|---------------------------------------|-------------|---------------------------------|-------------|---|-------------|-----------------------------|-------------|
|                         |  |     |     | Maldonado Nursery & Landscaping, Inc. |             | Hydrozone Landscape Corporation |             | Onesource Irrigation and Landscape Inc. |             | BIO Landscape & Maintenance |             |
| Specification Responses |  |     |     |                                       |             |                                 |             |   |             |                             |             |
| Line                    | Description  | UOM | QTY | Unit                                  | Extended    | Unit                            | Extended    | Unit                                    | Extended    | Unit                        | Extended    |
| 1                       | BUSINESS CENTER DRIVE FROM FM 518 TO CR 59                                   | PKG | 1   | \$12,365.88                           | \$12,365.88 | \$28,596.00                     | \$28,596.00 | \$27,475.00                             | \$27,475.00 | \$42,950.00                 | \$42,950.00 |
| 1.1                     | MOWING AND EDGING CLASS A AREAS  | EA  | 48  | \$166.00                              |             | \$350.00                        |             | \$276.00                                |             | \$390.00                    |             |
| 1.2                     | MOWING AND EDGING CLASS B AREAS  | EA  | 24  | \$92.12                               |             | \$154.00                        |             |   |             | \$390.00                    |             |
| 1.3                     | TRASH REMOVAL  | EA  | 48  | \$0.00                                |             | \$20.00                         |             | \$54.00                                 |             | \$0.00                      |             |
| 1.4                     | FERTILIZE TURF CLASS A AREAS   | EA  | 3   | \$132.00                              |             | \$250.00                        |             | \$650.00                                |             | \$848.00                    |             |
| 1.5                     | FERTILIZE TURF CLASS B AREAS   | EA  | 3   | \$132.00                              |             | \$250.00                        |             |   |             | \$848.00                    |             |
| 1.6                     | BROADLEAF HERBICIDE APPLICATION  | EA  | 2   | \$500.00                              |             | \$500.00                        |             | \$325.00                                |             | \$754.00                    |             |
| 1.7                     | MONTHLY IRRIGATION INSPECTION  | EA  | 12  | \$0.00                                |             | \$75.00                         |             | \$180.00                                |             | \$320.00                    |             |
| 1.8                     | QUARTERLY IRRIGATION INSPECTION  | EA  | 4   | \$0.00                                |             | \$100.00                        |             | \$270.00                                |             | \$320.00                    |             |
| 1.9                     | PRUNE SHRUBS   | EA  | 3   | \$0.00                                |             | \$0.00                          |             |   |             | \$0.00                      |             |
| 1.10                    | COMPLETE WEEDING OF PLANTING/SHRUB BEDS                                      | EA  | 20  | \$0.00                                |             | \$0.00                          |             |   |             | \$0.00                      |             |
| 1.11                    | PRE-EMERGENT WEED CONTROL  | LS  | 1   | \$395.00                              |             | \$0.00                          |             | \$155.00                                |             | \$754.00                    |             |
| 1.12                    | DEAD HEADING OF ANNUALS/PERENNIALS   | EA  | 12  | \$0.00                                |             | \$0.00                          |             |   |             | \$0.00                      |             |
| 1.13                    | THINNING OF GROUNDCOVER  | EA  | 3   | \$0.00                                |             | \$0.00                          |             |   |             | \$0.00                      |             |
| 1.14                    | FERTILIZE PLANTING/SHRUB BEDS  | EA  | 2   | \$0.00                                |             | \$0.00                          |             |   |             | \$0.00                      |             |
| 1.15                    | CULTIVATE PLANTING/SHRUB BEDS  | EA  | 2   | \$0.00                                |             | \$0.00                          |             |   |             | \$0.00                      |             |
| 1.16                    | CHANGE OUT SEASONAL COLOR  | EA  | 3   | \$0.00                                |             | \$0.00                          |             |   |             | \$0.00                      |             |
| 1.17                    | MULCHING OF PLANTING/SHRUB BEDS  | EA  | 3   | \$0.00                                |             | \$0.00                          |             |   |             | \$0.00                      |             |
| 1.18                    | WEED CONTROL IN HARDSCAPE  | EA  | 12  | \$0.00                                |             | \$100.00                        |             | \$66.00                                 |             | \$100.00                    |             |
| 1.19                    | FIRE ANT SPOT TREATMENT  | EA  | 12  | \$0.00                                |             | \$20.00                         |             | \$35.00                                 |             | \$100.00                    |             |
| 1.20                    | REMOVAL OF SUCKER GROWTH FROM TREES AND BROKEN, DAMAGED OR OBSTRUCTING LIMBS | EA  | 12  | \$0.00                                |             | \$20.00                         |             | \$94.00                                 |             | \$0.00                      |             |
| 1.21                    | CULTIVATE TREE RINGS AND TREE AREAS  | EA  | 2   | \$0.00                                |             | \$80.00                         |             | \$375.00                                |             | \$0.00                      |             |
| 1.22                    | MULCHING OF TREE RINGS AND TREE AREAS  | EA  | 3   | \$0.00                                |             | \$500.00                        |             | \$850.00                                |             | \$0.00                      |             |
| 2                       | DIXIE FARM FROM HWY 35 TO BLACKHAWK  | PKG | 1   | \$20,669.00                           | \$20,669.00 | \$29,096.00                     | \$29,096.00 | \$82,609.00                             | \$82,609.00 | \$78,767.00                 | \$78,767.00 |
| 2.1                     | MOWING AND EDGING CLASS A AREAS  | EA  | 48  | \$298.00                              |             | \$350.00                        |             | \$1,104.00                              |             | \$660.00                    |             |
| 2.2                     | MOWING AND EDGING CLASS B AREAS  | EA  | 24  | \$101.00                              |             | \$154.00                        |             |   |             | \$660.00                    |             |
| 2.3                     | TRASH REMOVAL  | EA  | 48  | \$8.00                                |             | \$20.00                         |             | \$162.00                                |             | \$0.00                      |             |
| 2.4                     | FERTILIZE TURF CLASS A AREAS   | EA  | 3   | \$152.00                              |             | \$250.00                        |             | \$1,080.00                              |             | \$1,412.00                  |             |
| 2.5                     | FERTILIZE TURF CLASS B AREAS   | EA  | 3   | \$152.00                              |             | \$250.00                        |             |   |             | \$1,412.00                  |             |
| 2.6                     | BROADLEAF HERBICIDE APPLICATION  | EA  | 2   | \$1,200.00                            |             | \$500.00                        |             | \$1,080.00                              |             | \$1,255.00                  |             |
| 2.7                     | MONTHLY IRRIGATION INSPECTION  | EA  | 12  | \$0.00                                |             | \$75.00                         |             | \$180.00                                |             | \$533.00                    |             |
| 2.8                     | QUARTERLY IRRIGATION INSPECTION  | EA  | 4   | \$0.00                                |             | \$100.00                        |             |   |             | \$533.00                    |             |
| 2.9                     | PRUNE SHRUBS   | EA  | 3   | \$0.00                                |             | \$0.00                          |             |   |             | \$0.00                      |             |
| 2.10                    | COMPLETE WEEDING OF PLANTING/SHRUB BEDS                                      | EA  | 20  | \$0.00                                |             | \$0.00                          |             |   |             | \$0.00                      |             |

| Specification Responses |  |     |    | <u>Maldonado Nursery &amp; Landscaping, Inc.</u> |             | <u>Hydrozone Landscape Corporation</u> |             | <u>Onesource Irrigation and Landscape Inc.</u> |              | <u>BIO Landscape &amp; Maintenance</u> |              |
|-------------------------|--|-----|----|--|-------------|--|-------------|--|--------------|--|--------------|
| 2.11                    | PRE-EMERGENT WEED CONTROL  | LS  | 1  | \$245.00   |             | \$500.00                               |             | \$155.00                                       |              | \$1,255.00                             |              |
| 2.12                    | DEAD HEADING OF ANNUALS/PERENNIALS   | EA  | 12 | \$0.00   |             | \$0.00                                 |             |  |              | \$0.00                                 |              |
| 2.13                    | THINNING OF GROUNDCOVER  | EA  | 3  | \$0.00   |             | \$0.00                                 |             |  |              | \$0.00                                 |              |
| 2.14                    | FERTILIZE PLANTING/SHRUB BEDS  | EA  | 2  | \$0.00   |             | \$0.00                                 |             |  |              | \$0.00                                 |              |
| 2.15                    | CULTIVATE PLANTING/SHRUB BEDS  | EA  | 2  | \$0.00   |             | \$0.00                                 |             |  |              | \$0.00                                 |              |
| 2.16                    | CHANGE OUT SEASONAL COLOR  | EA  | 3  | \$0.00   |             | \$0.00                                 |             |  |              | \$0.00                                 |              |
| 2.17                    | MULCHING OF PLANTING/SHRUB BEDS  | EA  | 3  | \$0.00   |             | \$0.00                                 |             |  |              | \$0.00                                 |              |
| 2.18                    | WEED CONTROL IN HARDSCAPE  | EA  | 12 | \$0.00   |             | \$100.00                               |             | \$122.00                                       |              | \$125.00                               |              |
| 2.19                    | FIRE ANT SPOT TREATMENT  | EA  | 12 | \$0.00   |             | \$20.00                                |             | \$105.00                                       |              | \$125.00                               |              |
| 2.20                    | REMOVAL OF SUCKER GROWTH FROM TREES AND BROKEN, DAMAGED OR OBSTRUCTING LIMBS | EA  | 12 | \$0.00   |             | \$20.00                                |             | \$460.00                                       |              | \$363.00                               |              |
| 2.21                    | CULTIVATE TREE RINGS AND TREE AREAS  | EA  | 2  | \$0.00   |             | \$80.00                                |             | \$736.00                                       |              | \$363.00                               |              |
| 2.22                    | MULCHING OF TREE RINGS AND TREE AREAS  | EA  | 3  | \$0.00   |             | \$500.00                               |             | \$1,470.00                                     |              | \$800.00                               |              |
| 3                       | FM 518 FROM SH 288 TO FM 521   | PKG | 1  | \$33,979.00                                      | \$33,979.00 | \$34,286.00                            | \$34,286.00 | \$125,506.00                                   | \$125,506.00 | \$128,717.00                           | \$128,717.00 |
| 3.1                     | MOWING AND EDGING CLASS A AREAS  | EA  | 48 | \$556.00   |             | \$350.00                               |             | \$736.00                                       |              | \$771.00                               |              |
| 3.2                     | MOWING AND EDGING CLASS B AREAS  | EA  | 24 | \$115.00   |             | \$154.00                               |             |  |              | \$771.00                               |              |
| 3.3                     | TRASH REMOVAL  | EA  | 48 | \$15.00  |             | \$20.00                                |             | \$108.00                                       |              | \$0.00                                 |              |
| 3.4                     | FERTILIZE TURF CLASS A AREAS   | EA  | 3  | \$284.00   |             | \$250.00                               |             | \$960.00                                       |              | \$1,629.00                             |              |
| 3.5                     | FERTILIZE TURF CLASS B AREAS   | EA  | 3  | \$60.00  |             | \$250.00                               |             |  |              | \$1,629.00                             |              |
| 3.6                     | BROADLEAF HERBICIDE APPLICATION  | EA  | 2  | \$1,150.00                                       |             | \$500.00                               |             | \$960.00                                       |              | \$1,448.00                             |              |
| 3.7                     | MONTHLY IRRIGATION INSPECTION  | EA  | 12 | \$0.00   |             | \$75.00                                |             | \$1,100.00                                     |              | \$644.00                               |              |
| 3.8                     | QUARTERLY IRRIGATION INSPECTION  | EA  | 4  | \$0.00   |             | \$100.00                               |             | \$1,200.00                                     |              | \$644.00                               |              |
| 3.9                     | PRUNE SHRUBS   | EA  | 3  | \$0.00   |             | \$20.00                                |             | \$1,475.00                                     |              | \$100.00                               |              |
| 3.10                    | COMPLETE WEEDING OF PLANTING/SHRUB BEDS                                      | EA  | 20 | \$0.00   |             | \$20.00                                |             | \$1,104.00                                     |              | \$336.00                               |              |
| 3.11                    | PRE-EMERGENT WEED CONTROL  | LS  | 1  | \$479.00   |             | \$500.00                               |             | \$155.00                                       |              | \$1,448.00                             |              |
| 3.12                    | DEAD HEADING OF ANNUALS/PERENNIALS   | EA  | 12 | \$0.00   |             | \$20.00                                |             |  |              | \$0.00                                 |              |
| 3.13                    | THINNING OF GROUNDCOVER  | EA  | 3  | \$0.00   |             | \$20.00                                |             |  |              | \$0.00                                 |              |
| 3.14                    | FERTILIZE PLANTING/SHRUB BEDS  | EA  | 2  | \$0.00   |             | \$20.00                                |             | \$415.00                                       |              | \$75.00                                |              |
| 3.15                    | CULTIVATE PLANTING/SHRUB BEDS  | EA  | 2  | \$0.00   |             | \$20.00                                |             | \$920.00                                       |              | \$0.00                                 |              |
| 3.16                    | CHANGE OUT SEASONAL COLOR  | EA  | 3  | \$0.00   |             | \$200.00                               |             |  |              | \$0.00                                 |              |
| 3.17                    | MULCHING OF PLANTING/SHRUB BEDS  | EA  | 3  | \$0.00   |             | \$1,250.00                             |             | \$3,150.00                                     |              | \$8,535.00                             |              |
| 3.18                    | WEED CONTROL IN HARDSCAPE  | EA  | 12 | \$0.00   |             | \$100.00                               |             | \$54.00  |              | \$150.00                               |              |
| 3.19                    | FIRE ANT SPOT TREATMENT  | EA  | 12 | \$0.00   |             | \$20.00                                |             | \$108.00                                       |              | \$150.00                               |              |
| 3.20                    | REMOVAL OF SUCKER GROWTH FROM TREES AND BROKEN, DAMAGED OR OBSTRUCTING LIMBS | EA  | 12 | \$0.00   |             | \$20.00                                |             | \$920.00                                       |              | \$667.00                               |              |
| 3.21                    | CULTIVATE TREE RINGS AND TREE AREAS  | EA  | 2  | \$0.00   |             | \$80.00                                |             | \$1,840.00                                     |              | \$0.00                                 |              |
| 3.22                    | MULCHING OF TREE RINGS AND TREE AREAS  | EA  | 3  | \$0.00   |             | \$500.00                               |             | \$2,250.00                                     |              | \$1,468.00                             |              |
| 4                       | FM 2234 FROM SH 288 TO FM 521  | PKG | 1  | \$10,192.00                                      | \$10,192.00 | \$34,286.00                            | \$34,286.00 | \$22,896.00                                    | \$22,896.00  | \$62,005.00                            | \$62,005.00  |
| 4.1                     | MOWING AND EDGING CLASS A AREAS  | EA  | 48 | \$112.00   |             | \$350.00                               |             |  |              | \$559.00                               |              |

| Specification Responses |  |     |    | <u>Maldonado Nursery &amp; Landscaping, Inc.</u> |            | <u>Hydrozone Landscape Corporation</u> |             | <u>Onesource Irrigation and Landscape Inc.</u> |             | <u>BIO Landscape &amp; Maintenance</u> |            |
|-------------------------|--|-----|----|--|------------|--|-------------|--|-------------|--|------------|
| 4.2                     | MOWING AND EDGING CLASS B AREAS  | EA  | 24 | \$139.00   |            | \$154.00                               |             | \$644.00                                       |             | \$559.00                               |            |
| 4.3                     | TRASH REMOVAL  | EA  | 48 | \$5.00   |            | \$20.00                                |             | \$54.00  |             | \$0.00                                 |            |
| 4.4                     | FERTILIZE TURF CLASS A AREAS   | EA  | 3  | \$60.00  |            | \$250.00                               |             | \$480.00                                       |             | \$1,235.00                             |            |
| 4.5                     | FERTILIZE TURF CLASS B AREAS   | EA  | 3  | \$60.00  |            | \$250.00                               |             |  |             | \$1,235.00                             |            |
| 4.6                     | BROADLEAF HERBICIDE APPLICATION  | EA  | 2  | \$350.00   |            | \$500.00                               |             | \$480.00                                       |             | \$1,097.00                             |            |
| 4.7                     | MONTHLY IRRIGATION INSPECTION  | EA  | 12 | \$0.00   |            | \$75.00                                |             |  |             | \$466.00                               |            |
| 4.8                     | QUARTERLY IRRIGATION INSPECTION  | EA  | 4  | \$0.00   |            | \$100.00                               |             |  |             | \$466.00                               |            |
| 4.9                     | PRUNE SHRUBS   | EA  | 3  | \$0.00   |            | \$20.00                                |             |  |             | \$0.00                                 |            |
| 4.10                    | COMPLETE WEEDING OF PLANTING/SHRUB BEDS                                      | EA  | 20 | \$0.00   |            | \$20.00                                |             |  |             | \$0.00                                 |            |
| 4.11                    | PRE-EMERGENT WEED CONTROL  | LS  | 1  | \$180.00   |            | \$500.00                               |             |  |             | \$1,097.00                             |            |
| 4.12                    | DEAD HEADING OF ANNUALS/PERENNIALS   | EA  | 12 | \$0.00   |            | \$20.00                                |             |  |             | \$0.00                                 |            |
| 4.13                    | THINNING OF GROUNDCOVER  | EA  | 3  | \$0.00   |            | \$20.00                                |             |  |             | \$0.00                                 |            |
| 4.14                    | FERTILIZE PLANTING/SHRUB BEDS  | EA  | 2  | \$0.00   |            | \$20.00                                |             |  |             | \$0.00                                 |            |
| 4.15                    | CULTIVATE PLANTING/SHRUB BEDS  | EA  | 2  | \$0.00   |            | \$20.00                                |             |  |             | \$0.00                                 |            |
| 4.16                    | CHANGE OUT SEASONAL COLOR  | EA  | 3  | \$0.00   |            | \$200.00                               |             |  |             | \$0.00                                 |            |
| 4.17                    | MULCHING OF PLANTING/SHRUB BEDS  | EA  | 3  | \$0.00   |            | \$1,250.00                             |             |  |             | \$0.00                                 |            |
| 4.18                    | WEED CONTROL IN HARDSCAPE  | EA  | 12 | \$0.00   |            | \$100.00                               |             | \$150.00                                       |             | \$150.00                               |            |
| 4.19                    | FIRE ANT SPOT TREATMENT  | EA  | 12 | \$0.00   |            | \$20.00                                |             | \$54.00  |             | \$150.00                               |            |
| 4.20                    | REMOVAL OF SUCKER GROWTH FROM TREES AND BROKEN, DAMAGED OR OBSTRUCTING LIMBS | EA  | 12 | \$0.00   |            | \$20.00                                |             |  |             | \$0.00                                 |            |
| 4.21                    | CULTIVATE TREE RINGS AND TREE AREAS  | EA  | 2  | \$0.00   |            | \$80.00                                |             |  |             | \$0.00                                 |            |
| 4.22                    | MULCHING OF TREE RINGS AND TREE AREAS  | EA  | 3  | \$0.00   |            | \$500.00                               |             |  |             | \$0.00                                 |            |
| 5                       | KIRBY DRIVE AT FM 518 AND PEARLAND TOWN CENTER                               | PKG | 1  | \$4,103.00                                       | \$4,103.00 | \$13,013.00                            | \$13,013.00 | \$15,636.00                                    | \$15,636.00 | \$5,189.00                             | \$5,189.00 |
| 5.1                     | MOWING AND EDGING CLASS A AREAS  | EA  | 48 | \$49.00  |            | \$125.00                               |             | \$200.00                                       |             | \$48.00                                |            |
| 5.2                     | MOWING AND EDGING CLASS B AREAS  | EA  | 24 | \$49.00  |            | \$62.00                                |             |  |             | \$48.00                                |            |
| 5.3                     | TRASH REMOVAL  | EA  | 48 | \$5.00   |            | \$20.00                                |             | \$54.00  |             | \$0.00                                 |            |
| 5.4                     | FERTILIZE TURF CLASS A AREAS   | EA  | 3  | \$25.00  |            | \$50.00                                |             | \$300.00                                       |             | \$102.00                               |            |
| 5.5                     | FERTILIZE TURF CLASS B AREAS   | EA  | 3  | \$25.00  |            | \$25.00                                |             |  |             | \$102.00                               |            |
| 5.6                     | BROADLEAF HERBICIDE APPLICATION  | EA  | 2  | \$75.00  |            | \$100.00                               |             | \$300.00                                       |             | \$91.00                                |            |
| 5.7                     | MONTHLY IRRIGATION INSPECTION  | EA  | 12 | \$0.00   |            | \$75.00                                |             |  |             | \$38.00                                |            |
| 5.8                     | QUARTERLY IRRIGATION INSPECTION  | EA  | 4  | \$0.00   |            | \$100.00                               |             |  |             | \$38.00                                |            |
| 5.9                     | PRUNE SHRUBS   | EA  | 3  | \$0.00   |            | \$0.00                                 |             |  |             | \$0.00                                 |            |
| 5.10                    | COMPLETE WEEDING OF PLANTING/SHRUB BEDS                                      | EA  | 20 | \$0.00   |            | \$0.00                                 |             |  |             | \$0.00                                 |            |
| 5.11                    | PRE-EMERGENT WEED CONTROL  | LS  | 1  | \$35.00  |            | \$100.00                               |             |  |             | \$91.00                                |            |
| 5.12                    | DEAD HEADING OF ANNUALS/PERENNIALS   | EA  | 12 | \$0.00   |            | \$0.00                                 |             |  |             | \$0.00                                 |            |
| 5.13                    | THINNING OF GROUNDCOVER  | EA  | 3  | \$0.00   |            | \$0.00                                 |             |  |             | \$0.00                                 |            |
| 5.14                    | FERTILIZE PLANTING/SHRUB BEDS  | EA  | 2  | \$0.00   |            | \$0.00                                 |             |  |             | \$0.00                                 |            |
| 5.15                    | CULTIVATE PLANTING/SHRUB BEDS  | EA  | 2  | \$0.00   |            | \$0.00                                 |             |  |             | \$0.00                                 |            |

| Specification Responses |   |     |    | <u>Maldonado Nursery &amp; Landscaping, Inc.</u> |             | <u>Hydrozone Landscape Corporation</u> |             | <u>Onesource Irrigation and Landscape Inc.</u> |              | <u>BIO Landscape &amp; Maintenance</u> |              |
|-------------------------|---|-----|----|--|-------------|--|-------------|--|--------------|--|--------------|
| 5.16                    | CHANGE OUT SEASONAL COLOR   | EA  | 3  | \$0.00   |             | \$0.00                                 |             |  |              | \$0.00                                 |              |
| 5.17                    | MULCHING OF PLANTING/SHRUB BEDS   | EA  | 3  | \$0.00   |             | \$0.00                                 |             |  |              | \$0.00                                 |              |
| 5.18                    | WEED CONTROL IN HARDSCAPE   | EA  | 12 | \$0.00   |             | \$100.00                               |             | \$54.00  |              | \$10.00                                |              |
| 5.19                    | FIRE ANT SPOT TREATMENT   | EA  | 12 | \$0.00   |             | \$20.00                                |             | \$108.00                                       |              | \$10.00                                |              |
| 5.20                    | REMOVAL OF SUCKER GROWTH FROM TREES AND BROKEN, DAMAGED OR OBSTRUCTING LIMBS        | EA  | 12 | \$0.00   |             | \$20.00                                |             |  |              | \$0.00                                 |              |
| 5.21                    | CULTIVATE TREE RINGS AND TREE AREAS   | EA  | 2  | \$0.00   |             | \$80.00                                |             |  |              | \$0.00                                 |              |
| 5.22                    | MULCHING OF TREE RINGS AND TREE AREAS   | EA  | 3  | \$0.00   |             | \$300.00                               |             |  |              | \$0.00                                 |              |
| 6                       | KIRBY DRIVE FROM FM 2234 TO BELTWAY 8   | PKG | 1  | \$8,516.00                                       | \$8,516.00  | \$29,096.00                            | \$29,096.00 | \$54,884.00                                    | \$54,884.00  | \$44,916.00                            | \$44,916.00  |
| 6.1                     | MOWING AND EDGING CLASS A AREAS   | EA  | 48 | \$92.00  |             | \$350.00                               |             | \$644.00                                       |              | \$382.00                               |              |
| 6.2                     | MOWING AND EDGING CLASS B AREAS   | EA  | 24 | \$105.00   |             | \$154.00                               |             |  |              | \$382.00                               |              |
| 6.3                     | TRASH REMOVAL   | EA  | 48 | \$5.00   |             | \$20.00                                |             | \$108.00                                       |              | \$0.00                                 |              |
| 6.4                     | FERTILIZE TURF CLASS A AREAS  | EA  | 3  | \$100.00   |             | \$250.00                               |             | \$1,080.00                                     |              | \$816.00                               |              |
| 6.5                     | FERTILIZE TURF CLASS B AREAS  | EA  | 3  | \$100.00   |             | \$250.00                               |             |  |              | \$816.00                               |              |
| 6.6                     | BROADLEAF HERBICIDE APPLICATION   | EA  | 2  | \$300.00   |             | \$500.00                               |             | \$1,080.00                                     |              | \$725.00                               |              |
| 6.7                     | MONTHLY IRRIGATION INSPECTION   | EA  | 12 | \$0.00   |             | \$75.00                                |             | \$375.00                                       |              | \$308.00                               |              |
| 6.8                     | QUARTERLY IRRIGATION INSPECTION   | EA  | 4  | \$0.00   |             | \$100.00                               |             |  |              | \$308.00                               |              |
| 6.9                     | PRUNE SHRUBS  | EA  | 3  | \$0.00   |             | \$0.00                                 |             |  |              | \$0.00                                 |              |
| 6.10                    | COMPLETE WEEDING OF PLANTING/SHRUB BEDS   | EA  | 20 | \$0.00   |             | \$0.00                                 |             |  |              | \$0.00                                 |              |
| 6.11                    | PRE-EMERGENT WEED CONTROL   | LS  | 1  | \$140.00   |             | \$500.00                               |             | \$155.00                                       |              | \$725.00                               |              |
| 6.12                    | DEAD HEADING OF ANNUALS/PERENNIALS  | EA  | 12 | \$0.00   |             | \$0.00                                 |             |  |              | \$0.00                                 |              |
| 6.13                    | THINNING OF GROUNDCOVER   | EA  | 3  | \$0.00   |             | \$0.00                                 |             |  |              | \$0.00                                 |              |
| 6.14                    | FERTILIZE PLANTING/SHRUB BEDS   | EA  | 2  | \$0.00   |             | \$0.00                                 |             |  |              | \$0.00                                 |              |
| 6.15                    | CULTIVATE PLANTING/SHRUB BEDS   | EA  | 2  | \$0.00   |             | \$0.00                                 |             |  |              | \$0.00                                 |              |
| 6.16                    | CHANGE OUT SEASONAL COLOR   | EA  | 3  | \$0.00   |             | \$0.00                                 |             |  |              | \$0.00                                 |              |
| 6.17                    | MULCHING OF PLANTING/SHRUB BEDS   | EA  | 3  | \$0.00   |             | \$0.00                                 |             |  |              | \$0.00                                 |              |
| 6.18                    | WEED CONTROL IN HARDSCAPE   | EA  | 12 | \$0.00   |             | \$100.00                               |             | \$108.00                                       |              | \$100.00                               |              |
| 6.19                    | FIRE ANT SPOT TREATMENT   | EA  | 12 | \$0.00   |             | \$20.00                                |             |  |              | \$100.00                               |              |
| 6.20                    | REMOVAL OF SUCKER GROWTH FROM TREES AND BROKEN, DAMAGED OR OBSTRUCTING LIMBS        | EA  | 12 | \$0.00   |             | \$20.00                                |             | \$184.00                                       |              | \$146.00                               |              |
| 6.21                    | CULTIVATE TREE RINGS AND TREE AREAS   | EA  | 2  | \$0.00   |             | \$80.00                                |             | \$552.00                                       |              | \$146.00                               |              |
| 6.22                    | MULCHING OF TREE RINGS AND TREE AREAS   | EA  | 3  | \$0.00   |             | \$500.00                               |             | \$1,375.00                                     |              | \$323.00                               |              |
| 7                       | MAGNOLIA FROM PEARLAND PARKWAY TO MORGAN (INCLUDES CULLEN FROM MAGNOLIA TO N. FORK) | PKG | 1  | \$37,033.00                                      | \$37,033.00 | \$45,930.00                            | \$45,930.00 | \$173,004.00                                   | \$173,004.00 | \$227,814.00                           | \$227,814.00 |
| 7.1                     | MOWING AND EDGING CLASS A AREAS   | EA  | 48 | \$468.00   |             | \$500.00                               |             | \$1,640.00                                     |              | \$1,642.00                             |              |
| 7.2                     | MOWING AND EDGING CLASS B AREAS   | EA  | 24 | \$351.00   |             | \$250.00                               |             |  |              | \$1,642.00                             |              |
| 7.3                     | TRASH REMOVAL   | EA  | 48 | \$25.00  |             | \$20.00                                |             | \$162.00                                       |              | \$0.00                                 |              |
| 7.4                     | FERTILIZE TURF CLASS A AREAS  | EA  | 3  | \$425.00   |             | \$250.00                               |             | \$2,400.00                                     |              | \$3,603.00                             |              |

| Specification Responses |  |     |    | <u>Maldonado Nursery &amp; Landscaping, Inc.</u> |             | <u>Hydrozone Landscape Corporation</u> |             | <u>Onesource Irrigation and Landscape Inc.</u> |             | <u>BIO Landscape &amp; Maintenance</u> |              |
|-------------------------|--|-----|----|--|-------------|--|-------------|--|-------------|--|--------------|
| 7.5                     | FERTILIZE TURF CLASS B AREAS   | EA  | 3  | \$225.00   |             | \$250.00                               |             |  |             | \$3,603.00                             |              |
| 7.6                     | BROADLEAF HERBICIDE APPLICATION  | EA  | 2  | \$1,200.00                                       |             | \$500.00                               |             | \$2,400.00                                     |             | \$3,203.00                             |              |
| 7.7                     | MONTHLY IRRIGATION INSPECTION  | EA  | 12 | \$0.00   |             | \$75.00                                |             | \$655.00                                       |             | \$1,396.00                             |              |
| 7.8                     | QUARTERLY IRRIGATION INSPECTION  | EA  | 4  | \$0.00   |             | \$100.00                               |             |  |             | \$1,396.00                             |              |
| 7.9                     | PRUNE SHRUBS   | EA  | 3  | \$0.00   |             | \$100.00                               |             | \$2,100.00                                     |             | \$300.00                               |              |
| 7.10                    | COMPLETE WEEDING OF PLANTING/SHRUB BEDS                                      | EA  | 20 | \$0.00   |             | \$100.00                               |             | \$1,250.00                                     |             | \$418.00                               |              |
| 7.11                    | PRE-EMERGENT WEED CONTROL  | LS  | 1  | \$595.00   |             | \$500.00                               |             |  |             | \$3,203.00                             |              |
| 7.12                    | DEAD HEADING OF ANNUALS/PERENNIALS   | EA  | 12 | \$0.00   |             | \$20.00                                |             |  |             | \$400.00                               |              |
| 7.13                    | THINNING OF GROUNDCOVER  | EA  | 3  | \$0.00   |             | \$20.00                                |             |  |             | \$0.00                                 |              |
| 7.14                    | FERTILIZE PLANTING/SHRUB BEDS  | EA  | 2  | \$0.00   |             | \$20.00                                |             | \$520.00                                       |             | \$93.00                                |              |
| 7.15                    | CULTIVATE PLANTING/SHRUB BEDS  | EA  | 2  | \$0.00   |             | \$20.00                                |             | \$1,380.00                                     |             | \$0.00                                 |              |
| 7.16                    | CHANGE OUT SEASONAL COLOR  | EA  | 3  | \$0.00   |             | \$300.00                               |             |  |             | \$0.00                                 |              |
| 7.17                    | MULCHING OF PLANTING/SHRUB BEDS  | EA  | 3  | \$0.00   |             | \$1,250.00                             |             | \$2,184.00                                     |             | \$10,620.00                            |              |
| 7.18                    | WEED CONTROL IN HARDSCAPE  | EA  | 12 | \$0.00   |             | \$100.00                               |             | \$324.00                                       |             | \$200.00                               |              |
| 7.19                    | FIRE ANT SPOT TREATMENT  | EA  | 12 | \$0.00   |             | \$20.00                                |             | \$210.00                                       |             | \$200.00                               |              |
| 7.20                    | REMOVAL OF SUCKER GROWTH FROM TREES AND BROKEN, DAMAGED OR OBSTRUCTING LIMBS | EA  | 12 | \$0.00   |             | \$20.00                                |             | \$644.00                                       |             | \$275.00                               |              |
| 7.21                    | CULTIVATE TREE RINGS AND TREE AREAS  | EA  | 2  | \$0.00   |             | \$80.00                                |             | \$1,380.00                                     |             | \$0.00                                 |              |
| 7.22                    | MULCHING OF TREE RINGS AND TREE AREAS  | EA  | 3  | \$0.00   |             | \$500.00                               |             | \$2,700.00                                     |             | \$607.00                               |              |
| 8                       | MCHARD FROM CULLEN TO COUNTRY PLACE PARKWAY                                  | PKG | 1  | \$69,119.00                                      | \$69,119.00 | \$33,836.00                            | \$33,836.00 | \$49,452.00                                    | \$49,452.00 | \$108,997.00                           | \$108,997.00 |
| 8.1                     | MOWING AND EDGING CLASS A AREAS  | EA  | 48 | \$1,245.00                                       |             | \$350.00                               |             | \$556.00                                       |             | \$1,011.00                             |              |
| 8.2                     | MOWING AND EDGING CLASS B AREAS  | EA  | 24 | \$55.00  |             | \$154.00                               |             |  |             | \$1,011.00                             |              |
| 8.3                     | TRASH REMOVAL  | EA  | 48 | \$50.00  |             | \$20.00                                |             | \$108.00                                       |             | \$0.00                                 |              |
| 8.4                     | FERTILIZE TURF CLASS A AREAS   | EA  | 3  | \$662.00   |             | \$250.00                               |             | \$720.00                                       |             | \$2,068.00                             |              |
| 8.5                     | FERTILIZE TURF CLASS B AREAS   | EA  | 3  | \$25.00  |             | \$250.00                               |             |  |             | \$2,068.00                             |              |
| 8.6                     | BROADLEAF HERBICIDE APPLICATION  | EA  | 2  | \$1,500.00                                       |             | \$500.00                               |             | \$720.00                                       |             | \$1,838.00                             |              |
| 8.7                     | MONTHLY IRRIGATION INSPECTION  | EA  | 12 | \$0.00   |             | \$75.00                                |             | \$235.00                                       |             | \$781.00                               |              |
| 8.8                     | QUARTERLY IRRIGATION INSPECTION  | EA  | 4  | \$0.00   |             | \$100.00                               |             |  |             | \$781.00                               |              |
| 8.9                     | PRUNE SHRUBS   | EA  | 3  | \$0.00   |             | \$20.00                                |             |  |             | \$0.00                                 |              |
| 8.10                    | COMPLETE WEEDING OF PLANTING/SHRUB BEDS                                      | EA  | 20 | \$0.00   |             | \$20.00                                |             |  |             | \$0.00                                 |              |
| 8.11                    | PRE-EMERGENT WEED CONTROL  | LS  | 1  | \$578.00   |             | \$500.00                               |             |  |             | \$1,838.00                             |              |
| 8.12                    | DEAD HEADING OF ANNUALS/PERENNIALS   | EA  | 12 | \$0.00   |             | \$20.00                                |             |  |             | \$0.00                                 |              |
| 8.13                    | THINNING OF GROUNDCOVER  | EA  | 3  | \$0.00   |             | \$20.00                                |             |  |             | \$0.00                                 |              |
| 8.14                    | FERTILIZE PLANTING/SHRUB BEDS  | EA  | 2  | \$0.00   |             | \$20.00                                |             |  |             | \$0.00                                 |              |
| 8.15                    | CULTIVATE PLANTING/SHRUB BEDS  | EA  | 2  | \$0.00   |             | \$20.00                                |             |  |             | \$0.00                                 |              |
| 8.16                    | CHANGE OUT SEASONAL COLOR  | EA  | 3  | \$0.00   |             | \$300.00                               |             |  |             | \$0.00                                 |              |
| 8.17                    | MULCHING OF PLANTING/SHRUB BEDS  | EA  | 3  | \$0.00   |             | \$1,000.00                             |             |  |             | \$0.00                                 |              |
| 8.18                    | WEED CONTROL IN HARDSCAPE  | EA  | 12 | \$0.00   |             | \$100.00                               |             | \$108.00                                       |             | \$100.00                               |              |

| Specification Responses |  |     |    | <u>Maldonado Nursery &amp; Landscaping, Inc.</u> |             | <u>Hydrozone Landscape Corporation</u> |             | <u>Onesource Irrigation and Landscape Inc.</u> |              | <u>BIO Landscape &amp; Maintenance</u> |              |
|-------------------------|--|-----|----|--|-------------|--|-------------|--|--------------|--|--------------|
| 8.19                    | FIRE ANT SPOT TREATMENT  | EA  | 12 | \$0.00   |             | \$20.00                                |             | \$155.00                                       |              | \$100.00                               |              |
| 8.20                    | REMOVAL OF SUCKER GROWTH FROM TREES AND BROKEN, DAMAGED OR OBSTRUCTING LIMBS | EA  | 12 | \$0.00   |             | \$20.00                                |             | \$275.00                                       |              | \$182.00                               |              |
| 8.21                    | CULTIVATE TREE RINGS AND TREE AREAS  | EA  | 2  | \$0.00   |             | \$80.00                                |             | \$552.00                                       |              | \$0.00                                 |              |
| 8.22                    | MULCHING OF TREE RINGS AND TREE AREAS  | EA  | 3  | \$0.00   |             | \$500.00                               |             | \$1,200.00                                     |              | \$401.00                               |              |
| 9                       | PEARLAND PARKWAY FROM OILER DRIVE TO CLEAR CREEK BRIDGE                      | PKG | 1  | \$81,647.00                                      | \$81,647.00 | \$44,090.00                            | \$44,090.00 | \$137,680.00                                   | \$137,680.00 | \$199,319.00                           | \$199,319.00 |
| 9.1                     | MOWING AND EDGING CLASS A AREAS  | EA  | 48 | \$1,133.00                                       |             | \$500.00                               |             | \$1,564.00                                     |              | \$1,738.00                             |              |
| 9.2                     | MOWING AND EDGING CLASS B AREAS  | EA  | 24 | \$661.00   |             | \$250.00                               |             |  |              | \$1,738.00                             |              |
| 9.3                     | TRASH REMOVAL  | EA  | 48 | \$50.00  |             | \$20.00                                |             | \$162.00                                       |              | \$0.00                                 |              |
| 9.4                     | FERTILIZE TURF CLASS A AREAS   | EA  | 3  | \$575.00   |             | \$250.00                               |             |  |              | \$3,644.00                             |              |
| 9.5                     | FERTILIZE TURF CLASS B AREAS   | EA  | 3  | \$338.00   |             | \$250.00                               |             | \$2,400.00                                     |              | \$3,644.00                             |              |
| 9.6                     | BROADLEAF HERBICIDE APPLICATION  | EA  | 2  | \$2,500.00                                       |             | \$500.00                               |             | \$2,400.00                                     |              | \$3,240.00                             |              |
| 9.7                     | MONTHLY IRRIGATION INSPECTION  | EA  | 12 | \$0.00   |             | \$75.00                                |             | \$440.00                                       |              | \$1,384.00                             |              |
| 9.8                     | QUARTERLY IRRIGATION INSPECTION  | EA  | 4  | \$0.00   |             | \$100.00                               |             |  |              | \$1,384.00                             |              |
| 9.9                     | PRUNE SHRUBS   | EA  | 3  | \$0.00   |             | \$20.00                                |             | \$460.00                                       |              | \$91.00                                |              |
| 9.10                    | COMPLETE WEEDING OF PLANTING/SHRUB BEDS                                      | EA  | 20 | \$0.00   |             | \$20.00                                |             | \$460.00                                       |              | \$91.00                                |              |
| 9.11                    | PRE-EMERGENT WEED CONTROL  | LS  | 1  | \$1,260.00                                       |             | \$500.00                               |             |  |              | \$3,240.00                             |              |
| 9.12                    | DEAD HEADING OF ANNUALS/PERENNIALS   | EA  | 12 | \$0.00   |             | \$20.00                                |             |  |              | \$0.00                                 |              |
| 9.13                    | THINNING OF GROUNDCOVER  | EA  | 3  | \$0.00   |             | \$20.00                                |             |  |              | \$0.00                                 |              |
| 9.14                    | FERTILIZE PLANTING/SHRUB BEDS  | EA  | 2  | \$0.00   |             | \$20.00                                |             | \$240.00                                       |              | \$22.00                                |              |
| 9.15                    | CULTIVATE PLANTING/SHRUB BEDS  | EA  | 2  | \$0.00   |             | \$20.00                                |             | \$276.00                                       |              | \$0.00                                 |              |
| 9.16                    | CHANGE OUT SEASONAL COLOR  | EA  | 3  | \$0.00   |             | \$300.00                               |             |  |              | \$0.00                                 |              |
| 9.17                    | MULCHING OF PLANTING/SHRUB BEDS  | EA  | 3  | \$0.00   |             | \$1,250.00                             |             | \$420.00                                       |              | \$2,325.00                             |              |
| 9.18                    | WEED CONTROL IN HARDSCAPE  | EA  | 12 | \$0.00   |             | \$100.00                               |             | \$300.00                                       |              | \$150.00                               |              |
| 9.19                    | FIRE ANT SPOT TREATMENT  | EA  | 12 | \$0.00   |             | \$20.00                                |             | \$315.00                                       |              | \$150.00                               |              |
| 9.20                    | REMOVAL OF SUCKER GROWTH FROM TREES AND BROKEN, DAMAGED OR OBSTRUCTING LIMBS | EA  | 12 | \$0.00   |             | \$20.00                                |             | \$644.00                                       |              | \$416.00                               |              |
| 9.21                    | CULTIVATE TREE RINGS AND TREE AREAS  | EA  | 2  | \$0.00   |             | \$80.00                                |             | \$736.00                                       |              | \$0.00                                 |              |
| 9.22                    | MULCHING OF TREE RINGS AND TREE AREAS  | EA  | 3  | \$0.00   |             | \$500.00                               |             | \$2,700.00                                     |              | \$917.00                               |              |
| 10                      | EXTRA SERVICES   | PKG | 1  | \$4,768.80                                       | \$4,768.80  | \$3,605.35                             | \$3,605.35  | \$0.00   | \$0.00       | \$585.50                               | \$585.50     |
| 10.1                    | IRRIGATION BUBBLER REPLACEMENT   | EA  | 1  | \$5.00   |             | \$10.00                                |             |  |              |  |              |
| 10.2                    | IRRIGATION ROTARY HEAD REPLACEMENT   | EA  | 1  | \$19.00  |             | \$35.00                                |             |  |              |  |              |
| 10.3                    | IRRIGATION SPRAY HEAD REPLACEMENT  | EA  | 1  | \$5.00   |             | \$15.00                                |             |  |              |  |              |
| 10.4                    | IRRIGATION DRIP ZONE REPLACEMENT   | EA  | 1  | \$150.00   |             | \$250.00                               |             |  |              |  |              |
| 10.5                    | IRRIGATION PIPE - 1/2"   | LF  | 1  | \$1.85   |             | \$0.20                                 |             |  |              |  |              |
| 10.6                    | IRRIGATION PIPE - 3/4" OR 1"   | LF  | 1  | \$1.90   |             | \$0.35                                 |             |  |              |  |              |
| 10.7                    | IRRIGATION PIPE - 1-1/2"   | LF  | 1  | \$2.00   |             | \$0.55                                 |             |  |              |  |              |
| 10.8                    | IRRIGATION PIPE - 2"   | LF  | 1  | \$2.80   |             | \$1.00                                 |             |  |              |  |              |

| Specification Responses |   |     |              | <u>Maldonado Nursery &amp; Landscaping, Inc.</u> |                     | <u>Hydrozone Landscape Corporation</u> |                     | <u>Onesource Irrigation and Landscape Inc.</u> |                     | <u>BIO Landscape &amp; Maintenance</u> |                     |
|-------------------------|---|-----|--------------|--|---------------------|--|---------------------|--|---------------------|--|---------------------|
| 10.9                    | IRRIGATION PIPE - 2-1/2"  | LF  | 1            | \$3.85   |                     | \$4.00                                 |                     |  |                     |  |                     |
| 10.10                   | IRRIGATION PIPE - 3"  | LF  | 1            | \$6.10   |                     | \$6.00                                 |                     |  |                     |  |                     |
| 10.11                   | IRRIGATION PIPE - 4"  | LF  | 1            | \$9.45   |                     | \$8.00                                 |                     |  |                     |  |                     |
| 10.12                   | SOIL AERATOR  | AC  | 1            | \$120.00   |                     | \$800.00                               |                     |  |                     |  |                     |
| 10.13                   | DEEP ROOT WATERING (PER TREE)                                       | EA  | 1            | \$35.00  |                     | \$35.00                                |                     |  |                     |  |                     |
| 10.14                   | TREES - MISC., 65 GALLON  | EA  | 1            | \$1,000.00                                       |                     | \$375.00                               |                     |  |                     |  |                     |
| 10.15                   | TREES - MISC., 45 GALLON  | EA  | 1            | \$750.00   |                     | \$280.00                               |                     |  |                     |  |                     |
| 10.16                   | TREES - MISC., 30 GALLON  | EA  | 1            | \$500.00   |                     | \$190.00                               |                     |  |                     |  |                     |
| 10.17                   | TREES - MISC., 15 GALLON  | EA  | 1            | \$250.00   |                     | \$110.00                               |                     |  |                     |  |                     |
| 10.18                   | SEASONAL COLOR - ADDITIONAL CHANGE OUT                              | LS  | 1            | \$35.00  |                     | \$54.00                                |                     |  |                     |  |                     |
| 10.19                   | PLANT MATERIALS, 1 GALLON   | EA  | 1            | \$12.00  |                     | \$6.00                                 |                     |  |                     |  |                     |
| 10.20                   | PLANT MATERIALS, 3 GALLON   | EA  | 1            | \$24.00  |                     | \$20.00                                |                     |  |                     |  |                     |
| 10.21                   | PLANT MATERIALS, 5 GALLON   | EA  | 1            | \$35.00  |                     | \$20.00                                |                     |  |                     |  |                     |
| 10.22                   | PLANT MATERIALS, 7 GALLON   | EA  | 1            | \$45.00  |                     | \$55.00                                |                     |  |                     |  |                     |
| 10.23                   | SHRUB REMOVAL, INCLUDING ROOT                                       | EA  | 1            | \$50.00  |                     | \$15.00                                |                     |  |                     |  |                     |
| 10.24                   | TREE REMOVAL, 3" TO 6"  | EA  | 1            | \$125.00   |                     | \$200.00                               |                     |  |                     | \$90.00                                |                     |
| 10.25                   | TREE REMOVAL, OVER 6" TO 12"  | EA  | 1            | \$250.00   |                     | \$300.00                               |                     |  |                     | \$90.00                                |                     |
| 10.26                   | TREE REMOVAL, OVER 12" TO 18"                                       | EA  | 1            | \$550.00   |                     | \$400.00                               |                     |  |                     | \$180.00                               |                     |
| 10.27                   | STUMP REMOVAL (12" TO 24" DIAMETER) INCLUDING GRINDING TO 12" DEPTH | EA  | 1            | \$275.00   |                     | \$125.00                               |                     |  |                     | \$50.00                                |                     |
| 10.28                   | TOPSOIL FILL AND FINE GRADE   | CY  | 1            | \$55.00  |                     | \$40.00                                |                     |  |                     | \$63.00                                |                     |
| 10.29                   | COMPOST, IN PLACE, 1/2" TO 3/4" DEPTH                               | CY  | 1            | \$55.00  |                     | \$55.00                                |                     |  |                     | \$63.00                                |                     |
| 10.30                   | MULCH, IN PLACE, 2" DEPTH   | CY  | 1            | \$55.00  |                     | \$40.00                                |                     |  |                     | \$48.00                                |                     |
| 10.31                   | GRADE PREPARATION AND SOLID SOD                                     | SF  | 1            | \$0.85   |                     | \$0.25                                 |                     |  |                     | \$1.50                                 |                     |
| 10.32                   | POWER GROW 16-1.14, APPLIED AT 7 LBS/1000 SF                        | BAG | 1            | \$85.00  |                     | \$20.00                                |                     |  |                     |  |                     |
| 10.33                   | MICROLIFE HUMATES PLUS 0-0-4, APPLIED AT 10 LBS/1000 SF             | BAG | 1            | \$85.00  |                     | \$45.00                                |                     |  |                     |  |                     |
| 10.34                   | MICROLIFE HYBRID 20-0-5, APPLIED AT 7 LBS/1000 SF                   | BAG | 1            | \$85.00  |                     | \$45.00                                |                     |  |                     |  |                     |
| 10.35                   | MICROLIFE 6-24, APPLIED AT 20 LBS/1000 SF                           | BAG | 1            | \$85.00  |                     | \$45.00                                |                     |  |                     |  |                     |
|                         |   |     |              |  |                     |  |                     |  |                     |  |                     |
|                         |   |     | <b>Total</b> |  | <b>\$282,392.68</b> |  | <b>\$295,834.35</b> |  | <b>\$689,142.00</b> |  | <b>\$899,259.50</b> |

**Bid #** 0214-21 Landscape Maintenance of City Facilities

Specification Responses

Hydrozone Landscape Corporation

Maldonado Nursery & Landscaping, Inc.

| Line | Description  | UOM | QTY | Unit | Extended          | Unit | Extended           |
|------|--|-----|-----|------|-------------------|------|--------------------|
| 1    | FIRE STATION #5 - 3100 KIRBY DRIVE, PEARLAND, TX 77584 | PKG | 1   |      | <b>\$6,500.00</b> |      | <b>\$14,708.00</b> |
| 1.1  | MOWING AND EDGING                                      | EA  | 48  |      | <b>\$45.00</b>    |      | <b>\$181.00</b>    |
| 1.2  | TRASH REMOVAL  | EA  | 48  |      | <b>\$10.00</b>    |      | <b>\$0.00</b>      |
| 1.3  | FERTILIZE TURF - OPTION 1                              | EA  | 3   |      | <b>\$160.00</b>   |      | <b>\$60.00</b>     |
| 1.4  | FERTILIZE TURF - OPTION 2                              | EA  | 3   |      | <b>\$160.00</b>   |      | <b>\$90.00</b>     |
| 1.5  | FERTILIZE TURF - OPTION 3                              | EA  | 3   |      | <b>\$160.00</b>   |      | <b>\$150.00</b>    |
| 1.6  | BROADLEAF HERBICIDE APPLICATION                        | EA  | 2   |      | <b>\$160.00</b>   |      | <b>\$175.00</b>    |
| 1.7  | MONTHLY IRRIGATION INSPECTION                          | EA  | 12  |      | <b>\$50.00</b>    |      | <b>\$120.00</b>    |
| 1.8  | QUARTERLY IRRIGATION INSPECTION                        | EA  | 4   |      | <b>\$50.00</b>    |      | <b>\$0.00</b>      |
| 1.9  | PRUNE SHRUBS   | EA  | 3   |      | <b>\$0.00</b>     |      | <b>\$0.00</b>      |
| 1.10 | COMPLETE WEEDING OF PLANTING/SHRUB BEDS                | EA  | 20  |      | <b>\$0.00</b>     |      | <b>\$0.00</b>      |
| 1.11 | PRE-EMERGENT WEED CONTROL                              | LS  | 1   |      | <b>\$160.00</b>   |      | <b>\$60.00</b>     |
| 1.12 | DEAD HEADING OF ANNUALS/PERENNIALS                     | EA  | 12  |      | <b>\$0.00</b>     |      | <b>\$0.00</b>      |
| 1.13 | THINNING OF GROUNDCOVER                                | EA  | 3   |      | <b>\$0.00</b>     |      | <b>\$0.00</b>      |
| 1.14 | FERTILIZE PLANTING/SHRUB BEDS                          | EA  | 2   |      | <b>\$10.00</b>    |      | <b>\$0.00</b>      |
| 1.15 | CULTIVATE PLANTING/SHRUB BEDS                          | EA  | 2   |      | <b>\$10.00</b>    |      | <b>\$0.00</b>      |
| 1.16 | CHANGE OUT SEASONAL COLOR                              | EA  | 3   |      | <b>\$0.00</b>     |      | <b>\$265.00</b>    |
| 1.17 | MULCHING OF PLANTING/SHRUB BEDS                        | EA  | 3   |      | <b>\$200.00</b>   |      | <b>\$550.00</b>    |
| 1.18 | WEED CONTROL IN HARDSCAPE                              | EA  | 12  |      | <b>\$10.00</b>    |      | <b>\$0.00</b>      |
| 1.19 | FIRE ANT SPOT TREATMENT                                | EA  | 12  |      | <b>\$10.00</b>    |      |                    |

Specification Responses

Hydrozone Landscape Corporation

Maldonado Nursery & Landscaping, Inc.

| Line | Description  | UOM | QTY | Unit | Extended   | Unit | Extended    |
|------|--|-----|-----|------|------------|------|-------------|
| 1.20 | REMOVAL OF SUCKER GROWTH FROM TREES AND BROKEN, DAMAGED OR OBSTRUCTING LIMBS | EA  | 12  |      | \$0.00     |      | \$0.00      |
| 1.21 | CULTIVATE TREE RINGS AND TREE AREAS  | EA  | 2   |      | \$10.00    |      | \$0.00      |
| 1.22 | MULCHING OF TREE RINGS AND TREE AREAS  | EA  | 3   |      | \$80.00    |      | \$275.00    |
| 2    | PUBLIC SAFETY BUILDING - 2525 CULLEN PARKWAY, PEARLAND, TX 77584             | PKG | 1   |      | \$4,880.00 |      | \$11,468.40 |
| 2.1  | MOWING AND EDGING  | EA  | 48  |      | \$35.00    |      | \$110.80    |
| 2.2  | TRASH REMOVAL  | EA  | 48  |      | \$10.00    |      | \$0.00      |
| 2.3  | FERTILIZE TURF - OPTION 1  | EA  | 3   |      | \$100.00   |      | \$60.00     |
| 2.4  | FERTILIZE TURF - OPTION 2  | EA  | 3   |      | \$100.00   |      | \$90.00     |
| 2.5  | FERTILIZE TURF - OPTION 3  | EA  | 3   |      | \$100.00   |      | \$150.00    |
| 2.6  | BROADLEAF HERBICIDE APPLICATION  | EA  | 2   |      | \$100.00   |      | \$300.00    |
| 2.7  | MONTHLY IRRIGATION INSPECTION  | EA  | 12  |      | \$50.00    |      | \$120.00    |
| 2.8  | QUARTERLY IRRIGATION INSPECTION  | EA  | 4   |      | \$50.00    |      | \$0.00      |
| 2.9  | PRUNE SHRUBS   | EA  | 3   |      | \$0.00     |      | \$0.00      |
| 2.10 | COMPLETE WEEDING OF PLANTING/SHRUB BEDS                                      | EA  | 20  |      | \$0.00     |      | \$0.00      |
| 2.11 | PRE-EMERGENT WEED CONTROL  | LS  | 1   |      | \$100.00   |      | \$60.00     |
| 2.12 | DEAD HEADING OF ANNUALS/PERENNIALS   | EA  | 12  |      | \$0.00     |      | \$0.00      |
| 2.13 | THINNING OF GROUNDCOVER  | EA  | 3   |      | \$0.00     |      | \$0.00      |
| 2.14 | FERTILIZE PLANTING/SHRUB BEDS  | EA  | 2   |      | \$10.00    |      | \$0.00      |
| 2.15 | CULTIVATE PLANTING/SHRUB BEDS  | EA  | 2   |      | \$10.00    |      | \$0.00      |
| 2.16 | CHANGE OUT SEASONAL COLOR  | EA  | 3   |      | \$0.00     |      | \$250.00    |

Specification Responses

Hydrozone Landscape Corporation

Maldonado Nursery & Landscaping, Inc.

| Line | Description  | UOM | QTY | Unit | Extended    | Unit        | Extended    |
|------|--|-----|-----|------|-------------|-------------|-------------|
| 2.17 | MULCHING OF PLANTING/SHRUB BEDS  | EA  | 3   |      | \$0.00      |             | \$550.00    |
| 2.18 | WEED CONTROL IN HARDSCAPE  | EA  | 12  |      | \$15.00     |             | \$0.00      |
| 2.19 | FIRE ANT SPOT TREATMENT  | EA  | 12  |      | \$10.00     |             | \$0.00      |
| 2.20 | REMOVAL OF SUCKER GROWTH FROM TREES AND BROKEN, DAMAGED OR OBSTRUCTING LIMBS | EA  | 12  |      | \$10.00     |             | \$0.00      |
| 2.21 | CULTIVATE TREE RINGS AND TREE AREAS  | EA  | 2   |      | \$10.00     |             | \$0.00      |
| 2.22 | MULCHING OF TREE RINGS AND TREE AREAS  | EA  | 3   |      | \$80.00     |             | \$250.00    |
| 3    | RECREATION CENTER AND NATATORIUM - 4141 BAILEY ROAD, PEARLAND, TX 77584      | PKG | 1   |      | \$12,948.00 | \$12,948.00 | \$47,685.00 |
| 3.1  | MOWING AND EDGING  | EA  | 48  |      | \$85.00     |             | \$545.00    |
| 3.2  | TRASH REMOVAL  | EA  | 48  |      | \$10.00     |             | \$0.00      |
| 3.3  | FERTILIZE TURF - OPTION 1  | EA  | 3   |      | \$344.00    |             | \$270.00    |
| 3.4  | FERTILIZE TURF - OPTION 2  | EA  | 3   |      | \$344.00    |             | \$540.00    |
| 3.5  | FERTILIZE TURF - OPTION 3  | EA  | 3   |      | \$344.00    |             | \$1,080.00  |
| 3.6  | BROADLEAF HERBICIDE APPLICATION  | EA  | 2   |      | \$344.00    |             | \$1,080.00  |
| 3.7  | MONTHLY IRRIGATION INSPECTION  | EA  | 12  |      | \$50.00     |             | \$350.00    |
| 3.8  | QUARTERLY IRRIGATION INSPECTION  | EA  | 4   |      | \$50.00     |             | \$0.00      |
| 3.9  | PRUNE SHRUBS   | EA  | 3   |      | \$60.00     |             | \$0.00      |
| 3.10 | COMPLETE WEEDING OF PLANTING/SHRUB BEDS                                      | EA  | 20  |      | \$20.00     |             | \$0.00      |
| 3.11 | PRE-EMERGENT WEED CONTROL  | LS  | 1   |      | \$344.00    |             | \$270.00    |
| 3.12 | DEAD HEADING OF ANNUALS/PERENNIALS   | EA  | 12  |      | \$0.00      |             | \$0.00      |
| 3.13 | THINNING OF GROUNDCOVER  | EA  | 3   |      | \$0.00      |             | \$0.00      |

Specification Responses

Hydrozone Landscape Corporation

Maldonado Nursery & Landscaping, Inc.

| Line | Description   | UOM | QTY | Unit | Extended    | Unit        | Extended    |
|------|---|-----|-----|------|-------------|-------------|-------------|
| 3.14 | FERTILIZE PLANTING/SHRUB BEDS   | EA  | 2   |      | \$10.00     |             | \$0.00      |
| 3.15 | CULTIVATE PLANTING/SHRUB BEDS   | EA  | 2   |      | \$10.00     |             | \$0.00      |
| 3.16 | CHANGE OUT SEASONAL COLOR   | EA  | 3   |      | \$0.00      |             | \$1,040.00  |
| 3.17 | MULCHING OF PLANTING/SHRUB BEDS   | EA  | 3   |      | \$600.00    |             | \$1,375.00  |
| 3.18 | WEED CONTROL IN HARDSCAPE   | EA  | 12  |      | \$15.00     |             | \$0.00      |
| 3.19 | FIRE ANT SPOT TREATMENT   | EA  | 12  |      | \$10.00     |             | \$0.00      |
| 3.20 | REMOVAL OF SUCKER GROWTH FROM TREES AND BROKEN, DAMAGED OR OBSTRUCTING LIMBS      | EA  | 12  |      | \$10.00     |             | \$0.00      |
| 3.21 | CULTIVATE TREE RINGS AND TREE AREAS   | EA  | 2   |      | \$10.00     |             | \$0.00      |
| 3.22 | MULCHING OF TREE RINGS AND TREE AREAS   | EA  | 3   |      | \$200.00    |             | \$660.00    |
| 4    | FIRE DEPARTMENT ADMINISTRATION BUILDING - 2703 VETERANS DRIVE, PEARLAND, TX 77584 | PKG | 1   |      | \$21,238.00 | \$21,238.00 | \$29,718.00 |
| 4.1  | MOWING AND EDGING   | EA  | 48  |      | \$285.00    |             | \$371.00    |
| 4.2  | TRASH REMOVAL   | EA  | 48  |      | \$10.00     |             | \$0.00      |
| 4.3  | FERTILIZE TURF - OPTION 1   | EA  | 3   |      | \$344.00    |             | \$210.00    |
| 4.4  | FERTILIZE TURF - OPTION 2   | EA  | 3   |      | \$344.00    |             | \$420.00    |
| 4.5  | FERTILIZE TURF - OPTION 3   | EA  | 3   |      | \$344.00    |             | \$630.00    |
| 4.6  | BROADLEAF HERBICIDE APPLICATION   | EA  | 2   |      | \$344.00    |             | \$840.00    |
| 4.7  | MONTHLY IRRIGATION INSPECTION   | EA  | 12  |      | \$50.00     |             | \$170.00    |
| 4.8  | QUARTERLY IRRIGATION INSPECTION   | EA  | 4   |      | \$50.00     |             | \$0.00      |
| 4.9  | PRUNE SHRUBS  | EA  | 3   |      | \$10.00     |             | \$0.00      |

Specification Responses

Hydrozone Landscape Corporation

Maldonado Nursery & Landscaping, Inc.

| Line | Description  | UOM | QTY | Unit | Extended    | Unit        | Extended    |
|------|--|-----|-----|------|-------------|-------------|-------------|
| 4.10 | COMPLETE WEEDING OF PLANTING/SHRUB BEDS                                      | EA  | 20  |      | \$10.00     |             | \$0.00      |
| 4.11 | PRE-EMERGENT WEED CONTROL  | LS  | 1   |      | \$344.00    |             | \$210.00    |
| 4.12 | DEAD HEADING OF ANNUALS/PERENNIALS   | EA  | 12  |      | \$0.00      |             | \$0.00      |
| 4.13 | THINNING OF GROUNDCOVER  | EA  | 3   |      | \$0.00      |             | \$0.00      |
| 4.14 | FERTILIZE PLANTING/SHRUB BEDS  | EA  | 2   |      | \$10.00     |             | \$0.00      |
| 4.15 | CULTIVATE PLANTING/SHRUB BEDS  | EA  | 2   |      | \$10.00     |             | \$0.00      |
| 4.16 | CHANGE OUT SEASONAL COLOR  | EA  | 3   |      | \$0.00      |             | \$300.00    |
| 4.17 | MULCHING OF PLANTING/SHRUB BEDS  | EA  | 3   |      | \$400.00    |             | \$825.00    |
| 4.18 | WEED CONTROL IN HARDSCAPE  | EA  | 12  |      | \$15.00     |             | \$0.00      |
| 4.19 | FIRE ANT SPOT TREATMENT  | EA  | 12  |      | \$10.00     |             | \$0.00      |
| 4.20 | REMOVAL OF SUCKER GROWTH FROM TREES AND BROKEN, DAMAGED OR OBSTRUCTING LIMBS | EA  | 12  |      | \$10.00     |             | \$0.00      |
| 4.21 | CULTIVATE TREE RINGS AND TREE AREAS  | EA  | 2   |      | \$10.00     |             | \$0.00      |
| 4.22 | MULCHING OF TREE RINGS AND TREE AREAS  | EA  | 3   |      | \$80.00     |             | \$275.00    |
| 5    | CITY HALL - 3519 LIBERTY DRIVE, PEARLAND, TX 77581                           | PKG | 1   |      | \$22,312.00 | \$22,312.00 | \$21,335.00 |
| 5.1  | MOWING AND EDGING  | EA  | 48  |      | \$288.00    |             | \$220.00    |
| 5.2  | TRASH REMOVAL  | EA  | 48  |      | \$10.00     |             | \$0.00      |
| 5.3  | FERTILIZE TURF - OPTION 1  | EA  | 3   |      | \$344.00    |             | \$120.00    |
| 5.4  | FERTILIZE TURF - OPTION 2  | EA  | 3   |      | \$344.00    |             | \$240.00    |
| 5.5  | FERTILIZE TURF - OPTION 3  | EA  | 3   |      | \$344.00    |             | \$320.00    |
| 5.6  | BROADLEAF HERBICIDE APPLICATION  | EA  | 2   |      | \$344.00    |             | \$400.00    |

Specification Responses

Hydrozone Landscape Corporation

Maldonado Nursery & Landscaping, Inc.

| Line | Description   | UOM | QTY | Unit | Extended    | Unit        | Extended    |
|------|---|-----|-----|------|-------------|-------------|-------------|
| 5.7  | MONTHLY IRRIGATION<br>INSPECTION  | EA  | 12  |      | \$50.00     |             | \$120.00    |
| 5.8  | QUARTERLY IRRIGATION<br>INSPECTION  | EA  | 4   |      | \$50.00     |             | \$0.00      |
| 5.9  | PRUNE SHRUBS  | EA  | 3   |      | \$60.00     |             | \$0.00      |
| 5.10 | COMPLETE WEEDING OF<br>PLANTING/SHRUB BEDS  | EA  | 20  |      | \$20.00     |             | \$0.00      |
| 5.11 | PRE-EMERGENT WEED<br>CONTROL  | LS  | 1   |      | \$344.00    |             | \$120.00    |
| 5.12 | DEAD HEADING OF<br>ANNUALS/PERENNIALS   | EA  | 12  |      | \$10.00     |             | \$0.00      |
| 5.13 | THINNING OF GROUNDCOVER   | EA  | 3   |      | \$20.00     |             | \$0.00      |
| 5.14 | FERTILIZE PLANTING/SHRUB<br>BEDS  | EA  | 2   |      | \$20.00     |             | \$0.00      |
| 5.15 | CULTIVATE PLANTING/SHRUB<br>BEDS  | EA  | 2   |      | \$20.00     |             | \$0.00      |
| 5.16 | CHANGE OUT SEASONAL<br>COLOR  | EA  | 3   |      | \$0.00      |             | \$450.00    |
| 5.17 | MULCHING OF PLANTING/SHRUB<br>BEDS  | EA  | 3   |      | \$400.00    |             | \$1,375.00  |
| 5.18 | WEED CONTROL IN HARDSCAPE   | EA  | 12  |      | \$15.00     |             | \$0.00      |
| 5.19 | FIRE ANT SPOT TREATMENT   | EA  | 12  |      | \$10.00     |             | \$0.00      |
| 5.20 | REMOVAL OF SUCKER GROWTH<br>FROM TREES AND BROKEN,<br>DAMAGED OR OBSTRUCTING<br>LIMBS | EA  | 12  |      | \$10.00     |             | \$0.00      |
| 5.21 | CULTIVATE TREE RINGS AND<br>TREE AREAS  | EA  | 2   |      | \$10.00     |             | \$0.00      |
| 5.22 | MULCHING OF TREE RINGS AND<br>TREE AREAS  | EA  | 3   |      | \$200.00    |             | \$300.00    |
| 6    | COMMUNITY CENTER - 3523<br>LIBERTY DRIVE, PEARLAND, TX<br>77581                       | PKG | 1   |      | \$21,952.00 | \$21,952.00 | \$15,518.00 |
| 6.1  | MOWING AND EDGING   | EA  | 48  |      | \$288.00    |             | \$91.00     |
| 6.2  | TRASH REMOVAL   | EA  | 48  |      | \$10.00     |             | \$0.00      |

Specification Responses

Hydrozone Landscape Corporation

Maldonado Nursery & Landscaping, Inc.

| Line | Description  | UOM | QTY | Unit | Extended | Unit | Extended   |
|------|--|-----|-----|------|----------|------|------------|
| 6.3  | FERTILIZE TURF - OPTION 1  | EA  | 3   |      | \$344.00 |      | \$120.00   |
| 6.4  | FERTILIZE TURF - OPTION 2  | EA  | 3   |      | \$344.00 |      | \$240.00   |
| 6.5  | FERTILIZE TURF - OPTION 3  | EA  | 3   |      | \$344.00 |      | \$320.00   |
| 6.6  | BROADLEAF HERBICIDE APPLICATION  | EA  | 2   |      | \$344.00 |      | \$400.00   |
| 6.7  | MONTHLY IRRIGATION INSPECTION  | EA  | 12  |      | \$50.00  |      | \$120.00   |
| 6.8  | QUARTERLY IRRIGATION INSPECTION  | EA  | 4   |      | \$50.00  |      | \$0.00     |
| 6.9  | PRUNE SHRUBS   | EA  | 3   |      | \$60.00  |      | \$0.00     |
| 6.10 | COMPLETE WEEDING OF PLANTING/SHRUB BEDS                                      | EA  | 20  |      | \$20.00  |      | \$0.00     |
| 6.11 | PRE-EMERGENT WEED CONTROL  | LS  | 1   |      | \$344.00 |      | \$120.00   |
| 6.12 | DEAD HEADING OF ANNUALS/PERENNIALS   | EA  | 12  |      | \$10.00  |      | \$0.00     |
| 6.13 | THINNING OF GROUNDCOVER  | EA  | 3   |      | \$20.00  |      | \$0.00     |
| 6.14 | FERTILIZE PLANTING/SHRUB BEDS  | EA  | 2   |      | \$20.00  |      | \$0.00     |
| 6.15 | CULTIVATE PLANTING/SHRUB BEDS  | EA  | 2   |      | \$20.00  |      | \$0.00     |
| 6.16 | CHANGE OUT SEASONAL COLOR  | EA  | 3   |      | \$0.00   |      | \$600.00   |
| 6.17 | MULCHING OF PLANTING/SHRUB BEDS  | EA  | 3   |      | \$400.00 |      | \$1,100.00 |
| 6.18 | WEED CONTROL IN HARDSCAPE  | EA  | 12  |      | \$15.00  |      | \$0.00     |
| 6.19 | FIRE ANT SPOT TREATMENT  | EA  | 12  |      | \$10.00  |      | \$0.00     |
| 6.20 | REMOVAL OF SUCKER GROWTH FROM TREES AND BROKEN, DAMAGED OR OBSTRUCTING LIMBS | EA  | 12  |      | \$10.00  |      | \$0.00     |
| 6.21 | CULTIVATE TREE RINGS AND TREE AREAS  | EA  | 2   |      | \$10.00  |      | \$0.00     |
| 6.22 | MULCHING OF TREE RINGS AND TREE AREAS  | EA  | 3   |      | \$80.00  |      | \$550.00   |

Specification Responses

Hydrozone Landscape Corporation

Maldonado Nursery & Landscaping, Inc.

| Line | Description   | UOM | QTY | Unit | Extended           | Unit | Extended           |
|------|---|-----|-----|------|--------------------|------|--------------------|
| 7    | TOM REID LIBRARY - 3522<br>LIBERTY DRIVE, PEARLAND, TX<br>77581 | PKG | 1   |      | <b>\$21,894.00</b> |      | <b>\$23,946.00</b> |
| 7.1  | MOWING AND EDGING   | EA  | 48  |      | <b>\$292.00</b>    |      | <b>\$297.00</b>    |
| 7.2  | TRASH REMOVAL   | EA  | 48  |      | <b>\$10.00</b>     |      | <b>\$0.00</b>      |
| 7.3  | FERTILIZE TURF - OPTION 1                                       | EA  | 3   |      | <b>\$344.00</b>    |      | <b>\$150.00</b>    |
| 7.4  | FERTILIZE TURF - OPTION 2                                       | EA  | 3   |      | <b>\$344.00</b>    |      | <b>\$300.00</b>    |
| 7.5  | FERTILIZE TURF - OPTION 3                                       | EA  | 3   |      | <b>\$344.00</b>    |      | <b>\$450.00</b>    |
| 7.6  | BROADLEAF HERBICIDE<br>APPLICATION                              | EA  | 2   |      | <b>\$344.00</b>    |      | <b>\$600.00</b>    |
| 7.7  | MONTHLY IRRIGATION<br>INSPECTION                                | EA  | 12  |      | <b>\$50.00</b>     |      | <b>\$120.00</b>    |
| 7.8  | QUARTERLY IRRIGATION<br>INSPECTION                              | EA  | 4   |      | <b>\$50.00</b>     |      | <b>\$0.00</b>      |
| 7.9  | PRUNE SHRUBS  | EA  | 3   |      | <b>\$10.00</b>     |      | <b>\$0.00</b>      |
| 7.10 | COMPLETE WEEDING OF<br>PLANTING/SHRUB BEDS                      | EA  | 20  |      | <b>\$10.00</b>     |      | <b>\$0.00</b>      |
| 7.11 | PRE-EMERGENT WEED<br>CONTROL                                    | LS  | 1   |      | <b>\$344.00</b>    |      | <b>\$150.00</b>    |
| 7.12 | DEAD HEADING OF<br>ANNUALS/PERENNIALS                           | EA  | 12  |      | <b>\$0.00</b>      |      | <b>\$0.00</b>      |
| 7.13 | THINNING OF GROUNDCOVER   | EA  | 3   |      | <b>\$0.00</b>      |      | <b>\$0.00</b>      |
| 7.14 | FERTILIZE PLANTING/SHRUB<br>BEDS                                | EA  | 2   |      | <b>\$0.00</b>      |      | <b>\$0.00</b>      |
| 7.15 | CULTIVATE PLANTING/SHRUB<br>BEDS                                | EA  | 2   |      | <b>\$0.00</b>      |      | <b>\$0.00</b>      |
| 7.16 | CHANGE OUT SEASONAL<br>COLOR                                    | EA  | 3   |      | <b>\$0.00</b>      |      | <b>\$300.00</b>    |
| 7.17 | MULCHING OF PLANTING/SHRUB<br>BEDS                              | EA  | 3   |      | <b>\$400.00</b>    |      | <b>\$550.00</b>    |
| 7.18 | WEED CONTROL IN HARDSCAPE                                       | EA  | 12  |      | <b>\$15.00</b>     |      | <b>\$0.00</b>      |
| 7.19 | FIRE ANT SPOT TREATMENT   | EA  | 12  |      | <b>\$10.00</b>     |      | <b>\$0.00</b>      |

## Specification Responses

## Hydrozone Landscape Corporation

## Maldonado Nursery &amp; Landscaping, Inc.

| Line | Description   | UOM | QTY | Unit | Extended    | Unit | Extended    |
|------|---|-----|-----|------|-------------|------|-------------|
| 7.20 | REMOVAL OF SUCKER GROWTH<br>FROM TREES AND BROKEN,<br>DAMAGED OR OBSTRUCTING<br>LIMBS                 | EA  | 12  |      | \$10.00     |      | \$0.00      |
| 7.21 | CULTIVATE TREE RINGS AND<br>TREE AREAS  | EA  | 2   |      | \$10.00     |      | \$0.00      |
| 7.22 | MULCHING OF TREE RINGS AND<br>TREE AREAS  | EA  | 3   |      | \$200.00    |      | \$550.00    |
| 8    | UNIVERSITY OF HOUSTON<br>CLEAR LAKE/PEARLAND<br>CAMPUS - 1200 PEARLAND<br>PARKWAY, PEARLAND, TX 77581 | PKG | 1   |      | \$25,648.00 |      | \$48,840.00 |
| 8.1  | MOWING AND EDGING   | EA  | 48  |      | \$330.00    |      | \$420.00    |
| 8.2  | TRASH REMOVAL   | EA  | 48  |      | \$10.00     |      | \$0.00      |
| 8.3  | FERTILIZE TURF - OPTION 1   | EA  | 3   |      | \$344.00    |      | \$270.00    |
| 8.4  | FERTILIZE TURF - OPTION 2   | EA  | 3   |      | \$344.00    |      | \$540.00    |
| 8.5  | FERTILIZE TURF - OPTION 3   | EA  | 3   |      | \$344.00    |      | \$810.00    |
| 8.6  | BROADLEAF HERBICIDE<br>APPLICATION  | EA  | 2   |      | \$344.00    |      | \$1,080.00  |
| 8.7  | MONTHLY IRRIGATION<br>INSPECTION  | EA  | 12  |      | \$50.00     |      | \$295.00    |
| 8.8  | QUARTERLY IRRIGATION<br>INSPECTION  | EA  | 4   |      | \$50.00     |      | \$0.00      |
| 8.9  | PRUNE SHRUBS  | EA  | 3   |      | \$60.00     |      | \$0.00      |
| 8.10 | COMPLETE WEEDING OF<br>PLANTING/SHRUB BEDS  | EA  | 20  |      | \$20.00     |      | \$0.00      |
| 8.11 | PRE-EMERGENT WEED<br>CONTROL  | LS  | 1   |      | \$344.00    |      | \$270.00    |
| 8.12 | DEAD HEADING OF<br>ANNUALS/PERENNIALS   | EA  | 12  |      | \$20.00     |      | \$0.00      |
| 8.13 | THINNING OF GROUNDCOVER   | EA  | 3   |      | \$20.00     |      | \$0.00      |
| 8.14 | FERTILIZE PLANTING/SHRUB<br>BEDS  | EA  | 2   |      | \$20.00     |      | \$0.00      |
| 8.15 | CULTIVATE PLANTING/SHRUB<br>BEDS  | EA  | 2   |      | \$20.00     |      | \$0.00      |

Specification Responses

Hydrozone Landscape Corporation

Maldonado Nursery & Landscaping, Inc.

| Line | Description  | UOM | QTY | Unit | Extended   | Unit       | Extended   |
|------|--|-----|-----|------|------------|------------|------------|
| 8.16 | CHANGE OUT SEASONAL COLOR  | EA  | 3   |      | \$0.00     |            | \$1,400.00 |
| 8.17 | MULCHING OF PLANTING/SHRUB BEDS  | EA  | 3   |      | \$600.00   |            | \$2,200.00 |
| 8.18 | WEED CONTROL IN HARDSCAPE  | EA  | 12  |      | \$15.00    |            | \$0.00     |
| 8.19 | FIRE ANT SPOT TREATMENT  | EA  | 12  |      | \$10.00    |            | \$0.00     |
| 8.20 | REMOVAL OF SUCKER GROWTH FROM TREES AND BROKEN, DAMAGED OR OBSTRUCTING LIMBS | EA  | 12  |      | \$10.00    |            | \$0.00     |
| 8.21 | CULTIVATE TREE RINGS AND TREE AREAS  | EA  | 2   |      | \$10.00    |            | \$0.00     |
| 8.22 | MULCHING OF TREE RINGS AND TREE AREAS  | EA  | 3   |      | \$400.00   |            | \$2,350.00 |
| 9    | EXTRA SERVICES   | PKG | 1   |      | \$3,620.35 | \$3,620.35 | \$4,778.80 |
| 9.1  | IRRIGATION BUBBLER REPLACEMENT   | EA  | 1   |      | \$10.00    |            | \$5.00     |
| 9.2  | IRRIGATION ROTARY HEAD REPLACEMENT   | EA  | 1   |      | \$45.00    |            | \$19.00    |
| 9.3  | IRRIGATION SPRAY HEAD REPLACEMENT  | EA  | 1   |      | \$15.00    |            | \$5.00     |
| 9.4  | IRRIGATION DRIP ZONE REPLACEMENT   | EA  | 1   |      | \$250.00   |            | \$150.00   |
| 9.5  | IRRIGATION PIPE - 1/2"   | LF  | 1   |      | \$0.20     |            | \$1.85     |
| 9.6  | IRRIGATION PIPE - 3/4" OR 1"   | LF  | 1   |      | \$0.35     |            | \$1.90     |
| 9.7  | IRRIGATION PIPE - 1-1/2"   | LF  | 1   |      | \$0.55     |            | \$2.00     |
| 9.8  | IRRIGATION PIPE - 2"   | LF  | 1   |      | \$1.00     |            | \$2.80     |
| 9.9  | IRRIGATION PIPE - 2-1/2"   | LF  | 1   |      | \$4.00     |            | \$3.85     |
| 9.10 | IRRIGATION PIPE - 3"   | LF  | 1   |      | \$6.00     |            | \$6.10     |
| 9.11 | IRRIGATION PIPE - 4"   | LF  | 1   |      | \$8.00     |            | \$9.45     |
| 9.12 | SOIL AERATOR   | AC  | 1   |      | \$800.00   |            | \$135.00   |
| 9.13 | DEEP ROOT WATERING (PER TREE)  | EA  | 1   |      | \$35.00    |            | \$35.00    |

Specification Responses

Hydrozone Landscape Corporation

Maldonado Nursery & Landscaping, Inc.

| Line | Description   | UOM | QTY | Unit | Extended | Unit | Extended   |
|------|---|-----|-----|------|----------|------|------------|
| 9.14 | TREES - MISC., 65 GALLON  | EA  | 1   |      | \$375.00 |      | \$1,000.00 |
| 9.15 | TREES - MISC., 45 GALLON  | EA  | 1   |      | \$280.00 |      | \$750.00   |
| 9.16 | TREES - MISC., 30 GALLON  | EA  | 1   |      | \$190.00 |      | \$500.00   |
| 9.17 | TREES - MISC., 15 GALLON  | EA  | 1   |      | \$110.00 |      | \$250.00   |
| 9.18 | SEASONAL COLOR - ADDITIONAL<br>CHANGE OUT                                 | LS  | 1   |      | \$54.00  |      | \$30.00    |
| 9.19 | PLANT MATERIALS, 1 GALLON   | EA  | 1   |      | \$6.00   |      | \$12.00    |
| 9.20 | PLANT MATERIALS, 3 GALLON   | EA  | 1   |      | \$20.00  |      | \$24.00    |
| 9.21 | PLANT MATERIALS, 5 GALLON   | EA  | 1   |      | \$25.00  |      | \$35.00    |
| 9.22 | PLANT MATERIALS, 7 GALLON   | EA  | 1   |      | \$55.00  |      | \$45.00    |
| 9.23 | SHRUB REMOVAL, INCLUDING<br>ROOT  | EA  | 1   |      | \$15.00  |      | \$50.00    |
| 9.24 | TREE REMOVAL, 3" TO 6"  | EA  | 1   |      | \$200.00 |      | \$125.00   |
| 9.25 | TREE REMOVAL, OVER 6" TO 12"  | EA  | 1   |      | \$300.00 |      | \$250.00   |
| 9.26 | TREE REMOVAL, OVER 12" TO<br>18"  | EA  | 1   |      | \$400.00 |      | \$550.00   |
| 9.27 | STUMP REMOVAL (12" TO 24"<br>DIAMETER) INCLUDING<br>GRINDING TO 12" DEPTH | EA  | 1   |      | \$125.00 |      | \$275.00   |
| 9.28 | TOPSOIL FILL AND FINE GRADE<br>COMPOST, IN PLACE, 1/2" TO                 | CY  | 1   |      | \$40.00  |      | \$55.00    |
| 9.29 | 3/4" DEPTH  | CY  | 1   |      | \$55.00  |      | \$55.00    |
| 9.30 | MULCH, IN PLACE, 2" DEPTH<br>GRADE PREPARATION AND                        | CY  | 1   |      | \$40.00  |      | \$55.00    |
| 9.31 | SOLID SOD   | SF  | 1   |      | \$0.25   |      | \$0.85     |
| 9.32 | POWER GROW 16-1.14, APPLIED<br>AT 7 LBS/1000 SF                           | BAG | 1   |      | \$20.00  |      | \$85.00    |
| 9.33 | MICROLIFE HUMATES PLUS 0-0-<br>4, APPLIED AT 10 LBS/1000 SF               | BAG | 1   |      | \$45.00  |      | \$85.00    |
| 9.34 | MICROLIFE HYBRID 20-0-5,<br>APPLIED AT 7 LBS/1000 SF                      | BAG | 1   |      | \$45.00  |      | \$85.00    |
| 9.35 | MICROLIFE 6-24, APPLIED AT 20<br>LBS/1000 SF                              | BAG | 1   |      | \$45.00  |      | \$85.00    |

Specification Responses

Hydrozone Landscape Corporation

Maldonado Nursery & Landscaping, Inc.

| <b>Line</b> | <b>Description</b> | <b>UOM</b> | <b>QTY</b>   | <b>Unit</b> | <b>Extended</b>     | <b>Unit</b> | <b>Extended</b>     |
|-------------|--------------------|------------|--------------|-------------|---------------------|-------------|---------------------|
|             |                    |            | <b>Total</b> |             | <b>\$140,992.35</b> |             | <b>\$217,997.20</b> |

# Internal Memo

**To:** Jon Branson, Assistant City Manager  
**From:** Michelle Graham, Parks & Recreation Director  
**CC:** Clay Pearson, Rosalyn Epting, Eric Wilson, Claire Bogard  
**Date:** 4/30/2014  
**Re:** Rights of Way Mowing Contract

4/30/14  
To: Mayor & City Council Members  
For upcoming consideration  


As you know we have gone out for bid for both facilities and ROW's that are currently maintained under contract. We have received bid responses and, as we expected, they are significantly higher. We did alter our bid specs this time so we expected the prices to increase. We did not increase in the level of service but more in the level of accountability of the contractor. Annual expenses for previous contracts were \$292,910 and with the new bid those areas were priced at \$500,390 for an increase of \$207,482 for 12 months of service.

That being said, there are a couple of items I want to bring your to your attention.

1. We are projecting two awards to be on Council agenda on May 19<sup>th</sup>. Our current contracts expire and the end of May and we have been instructed that service will not continue after the expiration of the contracts.
2. We will be recommending the two contracts (ROW and Facility) be given to the same company, Maldonado. They were the low bid on the ROW bid and the 2<sup>nd</sup> low on the Facility mowing bid. The ROW bids were received first so staff began reference checks on those bidders. While doing the checks, we found that over half of the listed references had not heard of the company that had come in as the 2<sup>nd</sup> low bidder for the ROW bid, either by their current or previous name. That company turned out to be the low bidder on the Facility mowing bid we received the week later. Because of the inability to receive positive references combined with issues we have experienced recently, we disqualified the low bidder on the Facility mowing which made Maldonado the low submission on both bids.

The good news is, that we believe with our projections for the year that we will be able to fund the current contract increase for the remaining 4 months of the fiscal year. We also will be able to add the areas we currently provide staff hours towards on 518 as well as add Hwy 35 that will come on line soon. (the addition of 518 is related to the transition plan I have been asked to create so you will see information regarding this again soon.)

And because there was a miscommunication among staff about the actual increase of the mowing contracts, our projections for FY15 are more than sufficient as well. Our FY15 budget projections account for 12 months at the new contract rate (including a full year of 518 and Hwy 35 maintenance, as well as a potential CPI increase for the last 4 months of service in FY15). In addition, based on our calculations, we will also have enough in the FY15 budget to begin to transition additional areas based, again, on transition plan that I have been requested to prepare.



Pearland Parkway



Pearland Parkway



Pearland Parkway



Pearland Parkway



Magnolia Road



Magnolia Road

# New Business Item No. 3

- 3. Consideration and Possible Action – Resolution No. R2014-48 –** A resolution of the City Council of the City of Pearland, Texas, rejecting all competitive sealed proposals for the Sports Complex at Shadow Creek Ranch, Bid No. 2014-18. *Mr. Trent Epperson, Director of Engineering and Capital Projects*

**AGENDA REQUEST  
BUSINESS OF THE CITY COUNCIL  
CITY OF PEARLAND, TEXAS**

|  |   |   |  |
|--|---|---|--|
| <b>AGENDA OF:</b>  | May 19, 2014                              | <b>ITEM NO.:</b>                          | Resolution No. R2014-48                        |
| <b>DATE SUBMITTED:</b>   | May 1, 2014                               | <b>DEPT. OF ORIGIN:</b>                   | Capital Projects                               |
| <b>PREPARED BY:</b>  | Cara Davis                                | <b>PRESENTOR:</b>                         | Trent Epperson                                 |
| <b>REVIEWED BY:</b>  | Mike Hodge                                | <b>REVIEW DATE:</b>                       | May 12, 2014                                   |
| <b>SUBJECT: Rejection of Competitive Sealed Proposals for Sports Complex at Shadow Creek Ranch</b> |   |   |  |
| <b>EXHIBITS: R2014-48; A - Engineers Recommendation Letter and Bid Tab</b>                         |   |   |  |
| <b>FUNDING:</b>  | <input type="checkbox"/> Grant            | <input type="checkbox"/> Developer/Other  | <input type="checkbox"/> Cash                  |
|  | <input type="checkbox"/> Bonds To Be Sold | <input type="checkbox"/> Bonds- Sold      | <input type="checkbox"/> L/P – Sold            |
|  |   | <input type="checkbox"/> L/P – To Be Sold |  |
| <b>EXPENDITURE REQUIRED:</b>   | <b>\$0</b>                                | <b>AMOUNT BUDGETED:</b>                   | <b>\$8,415,051</b>                             |
| <b>AMOUNT AVAILABLE:</b>   | <b>\$7,728,102</b>                        | <b>PROJECT NO.:</b>                       | <b>P20002</b>                                  |
| <b>ACCOUNT NO.:</b>  |   |   |  |
| <b>ADDITIONAL APPROPRIATION REQUIRED:</b>  |   |   |  |
| <b>ACCOUNT NO.:</b>  |   |   |  |
| <b>PROJECT NO.:</b>  |   |   |  |
| <b>To be completed by Department:</b>  |   |   |  |
| <input checked="" type="checkbox"/> Finance  | <input checked="" type="checkbox"/> Legal | <input type="checkbox"/> Ordinance        | <input checked="" type="checkbox"/> Resolution |

**EXECUTIVE SUMMARY**

**RECOMMENDED ACTION**

Approve a resolution rejecting all competitive sealed proposals for the proposed Sports Complex at Shadow Creek Ranch, Bid #2014-18 received April 29, 2014 and authorize the City Manager to formally issue a Rejection of Bids notice to the Responders.

**BACKGROUND**

The Fiscal Year 2012 Capital Improvement Program Budget included funding for the design of the Shadow Creek Ranch Community Park. Design of the complex began in late 2012 with Plans and Specifications completed in April, 2014. The project was advertised as a Competitive Sealed Proposal (requesting price and qualifications) in early April with a mandatory pre-proposal conference held on April 22<sup>nd</sup>. The conference was well attended with 25 contractor representatives signing in, at least 8 of which represented general contractors.

Proposals were unsealed on April 29, 2014 after the 2:00pm cutoff and only one responsive proposal was received for the project. The single proposal received from SpawGlass Civil Construction in the amount of \$13,365,060.64 was almost \$5 million over the engineer's estimate of \$8.5 million, or 57% over the engineers estimate.

Staff conducted a survey of those contractors from the pre-bid list that did not submit a bid and determined that many of them did not propose due to a lack of bonding capacity based on their current volume of work. After visiting with them, staff believes that lower bids are probably available. An additional indication that lower bids should be available is that 54% of the cost above the engineers estimate was contained in two bid items. Those items appear to be vastly inflated above other recent bid information.

Therefore, to increase competition, staff is proposing to break the project into multiple bid sets and re-bid the project.

### **SCOPE OF CONTRACT/AGREEMENT**

The original bids included all on-site and off-site work with several items included as add alternates. The re-packaged project will split out the on-site work, off-site work, the landscaping package, and add the amphitheater to the list of add alternate items.

The scope of the on-site work includes clearing, earthwork, paving, drainage, detention, utilities, lighted baseball/softball fields, a soccer field, and a pavilion with restrooms and concession facilities, Major add alternate items include an amphitheater, a maintenance building, three volleyball courts, playground equipment, and an option to contract directly with the lighting manufacturer through the BuyBoard.

The offsite elements required for development of the park that will be bid out as separate small projects include: a new traffic signal at FM2234, a new left turn lane on Kingsley, and the off-site water main along Kingsley. In addition, the landscape/ irrigation package for the park will be bid out as a separate contract.

### **BID AND AWARD**

N/A

### **SCHEDULE**

Work was scheduled to start in June, 2014. Repackaging of the bid will require about two weeks and advertisement and a second pre-bid meeting will require another three weeks putting the expected new bid date in mid to late June.

### **POLICY/GOAL CONSIDERATION**

Rejection of the bids and the repackaging and rebidding of the project is consistent with the goal of obtaining the best value and most competitive pricing for improvements for the City.

**RESOLUTION NO. R2014-48**

**A resolution of the City Council of the City of Pearland, Texas, rejecting all competitive sealed proposals for the Sports Complex at Shadow Creek Ranch, Bid No. 2014-18.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS:**

**Section 1.** That the City Council hereby rejects all competitive sealed proposals for the Sports Complex at Shadow Creek Ranch, Bid No. 2014-18.

**Section 2.** The City Manager or his designee is hereby authorized to issue a Rejection of Bids notice to all responders.

PASSED, APPROVED and ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_,  
A.D., 2014.

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TOM REID  
MAYOR

ATTEST:

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YOUNG LORFING, TRMC  
CITY SECRETARY

APPROVED AS TO FORM:

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DARRIN M. COKER  
CITY ATTORNEY

May 1, 2014

Ms. Cara Davis, PMP  
Project Manager  
City of Pearland  
3519 Liberty Drive  
Pearland, TX 77581

Re: Bid Rejection Recommendation  
New Sports Complex for the City of Pearland at  
Shadow Creek Ranch on FM 2234

Dear Ms. Davis

CobbFendley has reviewed and tallied one (1) bid received on April 29, 2014, for the above mentioned project. Due to a lack of bidders and the excessive bid price, we recommend not to accept this bid but rather to re-bid this project.

Enclosed, for your review, is a copy of the Unit Bid Tabulation for this project. If you have any questions or require any additional information, please do not hesitate to call me at 713-485-8183.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.



Charles M. Eastland, P.E.  
Principal

cc: File

Client : City of Pearland  
 Project Name: Shadow Creek Ranch Sports Complex, Phase I  
 Project No. P20002  
 Bid Date: April 29, 2014

Bid No.: 2014-18

BIDDER NO. 1

| ENGINEER'S ESTIMATE                     |  |      |           |               |                        | SpawGlass Civil Construction, Inc. |                        |
|---|--|------|-----------|---------------|------------------------|------------------------------------|------------------------|
| Item Number                             | Item Description   | Unit | Quantity  | Unit Price    | Total                  | Unit Price                         | Total                  |
| <b>SECTION 1 - BASE PROPOSAL</b>        |  |      |           |               |                        |                                    |                        |
| <b>GENERAL CONDITIONS</b>               |  |      |           |               |                        |                                    |                        |
| 1                                       | Mobilization (01505), Not to exceed 3% of construction     | LS   | 1         | \$ 243,000.00 | \$ 243,000.00          | \$400,000.00                       | \$ 400,000.00          |
| 2                                       | Bonds & Insurance, Not to exceed 2% of construction cost   | LS   | 1         | \$ 162,000.00 | \$ 162,000.00          | \$234,050.71                       | \$ 234,050.71          |
| 3                                       | Storm Water Pollution Prevention Plan (01565)              | LS   | 1         | \$ 30,000.00  | \$ 30,000.00           | \$31,748.22                        | \$ 31,748.22           |
| <b>SUBTOTAL GENERAL CONDITION ITEMS</b> |  |      |           |               | <b>\$ 435,000.00</b>   |                                    | <b>\$ 665,798.93</b>   |
| <b>ON-SITE STORM ITEMS</b>              |  |      |           |               |                        |                                    |                        |
| 4                                       | 12" HDPE (02630)   | LF   | 4,034     | \$ 25.00      | \$ 100,850.00          | \$ 46.79                           | \$ 188,750.86          |
| 5                                       | 18" HDPE (02630)   | LF   | 1,963     | \$ 30.00      | \$ 58,890.00           | \$ 50.99                           | \$ 100,093.37          |
| 6                                       | 24" HDPE (02630)   | LF   | 258       | \$ 33.00      | \$ 8,514.00            | \$ 87.47                           | \$ 22,567.26           |
| 7                                       | 24" RCP (02630)  | LF   | 296       | \$ 60.00      | \$ 17,760.00           | \$ 88.41                           | \$ 26,169.36           |
| 8                                       | 30" HDPE (02630)   | LF   | 785       | \$ 45.00      | \$ 35,325.00           | \$ 95.46                           | \$ 74,936.10           |
| 9                                       | 36" HDPE (02630)   | LF   | 729       | \$ 60.00      | \$ 43,740.00           | \$ 138.91                          | \$ 101,265.39          |
| 10                                      | 36" RCP (02630)  | LF   | 235       | \$ 87.00      | \$ 20,445.00           | \$ 137.35                          | \$ 32,277.25           |
| 11                                      | 36" CMP (02630)  | LF   | 113       | \$ 80.00      | \$ 9,040.00            | \$ 127.58                          | \$ 14,416.54           |
| 12                                      | Trench Safety System (01570)                               | LF   | 4,157     | \$ 1.00       | \$ 4,157.00            | \$ 0.54                            | \$ 2,244.78            |
| 13                                      | 2' x 4' RCB (02630)  | LF   | 107       | \$ 140.00     | \$ 14,980.00           | \$ 280.67                          | \$ 30,031.69           |
| 14                                      | Storm Sewer Manhole (02542)                                | EA   | 3         | \$ 3,500.00   | \$ 10,500.00           | \$ 4,629.25                        | \$ 13,887.75           |
| 15                                      | Chain Link trash screen in detention pond (02821)          | EA   | 2         | \$ 2,200.00   | \$ 4,400.00            | \$ 4,994.85                        | \$ 9,989.70            |
| 16                                      | 24" S.E.T. (02629)   | EA   | 2         | \$ 1,500.00   | \$ 3,000.00            | \$ 1,241.94                        | \$ 2,483.88            |
| 17                                      | Storm Sewer D-1 Inlet (02631)                              | EA   | 3         | \$ 1,700.00   | \$ 5,100.00            | \$ 3,555.59                        | \$ 10,666.77           |
| 18                                      | Storm Sewer Inlet (02631)                                  | EA   | 77        | \$ 1,750.00   | \$ 134,750.00          | \$ 2,942.63                        | \$ 226,582.51          |
| 19                                      | Junction Box (02631)                                       | EA   | 5         | \$ 2,000.00   | \$ 10,000.00           | \$ 4,478.85                        | \$ 22,394.25           |
| 20                                      | Remove 24" Culverts and 2-S.E.T.s at FM 2234 (02220)       | LS   | 1         | \$ 1,200.00   | \$ 1,200.00            | \$ 2,699.87                        | \$ 2,699.87            |
| 21                                      | Clearing and Grubbing (02200)                              | AC   | 46        | \$ 3,500.00   | \$ 161,000.00          | \$ 11,761.84                       | \$ 541,044.64          |
| 22                                      | Conc Pilot Channels in detention pond                      | SY   | 970       | \$ 40.00      | \$ 38,800.00           | \$ 42.29                           | \$ 41,021.30           |
| 23                                      | Pond Excavation; spread and compact on site                | CY   | 72,839    | \$ 5.00       | \$ 364,195.00          | \$ 36.12                           | \$ 2,630,944.68        |
| 24                                      | Emergency Over-flow Structure                              | SY   | 254       | \$ 50.00      | \$ 12,700.00           | \$ 86.57                           | \$ 21,988.78           |
| 25                                      | 4-1/2" Sidewalk Transition (02771)                         | SY   | 58        | \$ 60.00      | \$ 3,480.00            | \$ 52.78                           | \$ 3,061.24            |
| <b>SUBTOTAL ON-SITE STORM ITEMS</b>     |  |      |           |               | <b>\$ 1,062,826.00</b> |                                    | <b>\$ 4,119,517.97</b> |
| <b>ON-SITE WATER</b>                    |  |      |           |               |                        |                                    |                        |
| 26                                      | 8" Fire Line (Including valves and fittings) (02510)       | LF   | 3,251     | \$ 60.00      | \$ 195,060.00          | \$ 49.24                           | \$ 160,079.24          |
| 27                                      | Trench Safety System (01570)                               | LF   | 3,251     | \$ 1.00       | \$ 3,251.00            | \$ 0.54                            | \$ 1,755.54            |
| 28                                      | Fire Hydrant assembly (02514)                              | EA   | 3         | \$ 4,100.00   | \$ 12,300.00           | \$ 6,075.09                        | \$ 18,225.27           |
| 29                                      | 2" DOM. Water Line (Including valves and fittings) (02515) | LF   | 1,686     | \$ 15.00      | \$ 25,290.00           | \$ 18.89                           | \$ 31,848.54           |
| 30                                      | 2" Water Meter and Box                                     |      | Allowance |               | \$ 6,000.00            |                                    | \$ 6,000.00            |
| <b>SUBTOTAL ON-SITE WATER ITEMS</b>     |  |      |           |               | <b>\$ 241,901.00</b>   |                                    | <b>\$ 217,908.59</b>   |

| Item Number                            | Item Description   | Unit | Quantity | Unit Price  | Total                  | Unit Price  | Total                  |
|--|--|------|----------|-------------|------------------------|-------------|------------------------|
| <b>ON-SITE SANITARY</b>                |  |      |          |             |                        |             |                        |
| 31                                     | 4" Sanitary Sewer (02530)                                  | LF   | 18       | \$ 25.00    | \$ 450.00              | \$ 97.43    | \$ 1,753.74            |
| 32                                     | 6" Sanitary Sewer (02530)                                  | LF   | 339      | \$ 32.00    | \$ 10,848.00           | \$ 42.44    | \$ 14,387.16           |
| 33                                     | 8" Sanitary Sewer (02530)                                  | LF   | 1,402    | \$ 45.00    | \$ 63,090.00           | \$ 40.30    | \$ 56,500.60           |
| 34                                     | Trench Safety System (01570)                               | LF   | 1,740    | \$ 1.00     | \$ 1,740.00            | \$ 1.08     | \$ 1,879.20            |
| 35                                     | Sanitary Sewer Manholes (02542)                            | EA   | 7        | \$ 3,600.00 | \$ 25,200.00           | \$ 5,218.13 | \$ 36,526.91           |
| 36                                     | Grease Trap  | EA   | 1        | \$ 7,500.00 | \$ 7,500.00            | \$ 8,698.84 | \$ 8,698.84            |
| 37                                     | Connect to Exist Sanitary Sewer (02530)                    | EA   | 1        | \$ 50.00    | \$ 50.00               | \$ 1,575.90 | \$ 1,575.90            |
| <b>SUBTOTAL ON-SITE SANITARY ITEMS</b> |  |      |          |             | <b>\$ 108,878.00</b>   |             | <b>\$ 121,322.35</b>   |
| <b>ON-SITE PAVING</b>                  |  |      |          |             |                        |             |                        |
| 38                                     | Crushed Granite  | SY   | 1,907    | \$ 30.00    | \$ 57,210.00           | \$ 34.02    | \$ 64,876.14           |
| 39                                     | 4-1/2" Concrete Sidewalk (02771)                           | SF   | 90,270   | \$ 4.00     | \$ 361,080.00          | \$ 5.03     | \$ 454,058.10          |
| 40                                     | ADA Curb Ramp (02771)                                      | EA   | 24       | \$ 200.00   | \$ 4,800.00            | \$ 1,220.44 | \$ 29,290.56           |
| 41                                     | 5" Concrete Pavement, including striping per plans (02751) | SY   | 9,268    | \$ 30.00    | \$ 278,040.00          | \$ 63.17    | \$ 585,459.56          |
| 42                                     | 6-inch Reinforced Conc Curb (02770)                        | LF   | 8,605    | \$ 5.00     | \$ 43,025.00           | \$ 9.32     | \$ 80,198.60           |
| 43                                     | 6" Concrete Pavement for transformer access (02751)        | SY   | 1,157    | \$ 40.00    | \$ 46,280.00           | \$ 69.98    | \$ 80,966.86           |
| 44                                     | 7" Concrete Pavement, including striping per plans (02751) | SY   | 13,080   | \$ 45.00    | \$ 588,600.00          | \$ 70.75    | \$ 925,410.00          |
| 45                                     | Lime Stabilize Subgrade, 6" at 8% (02335)                  | SY   | 22,348   | \$ 3.00     | \$ 67,044.00           | \$ 6.59     | \$ 147,273.32          |
| 46                                     | Lime (02335)   | TON  | 467      | \$ 180.00   | \$ 84,060.00           | \$ 170.65   | \$ 79,693.55           |
| <b>SUBTOTAL ON-SITE PAVING ITEMS</b>   |  |      |          |             | <b>\$ 1,530,139.00</b> |             | <b>\$ 2,447,226.69</b> |
| <b>TRAFFIC SIGNAL</b>                  |  |      |          |             |                        |             |                        |
| 47                                     | DRILL SHAFT (36 IN)  | LF   | 15       | \$ 144.62   | \$ 2,169.30            | \$ 306.99   | \$ 4,604.85            |
| 48                                     | CONDT (PVC) (SCHD 80) (2")                                 | LF   | 45       | \$ 6.65     | \$ 299.25              | \$ 17.54    | \$ 789.30              |
| 49                                     | CONDT (PVC) (SCHD 80) (3")                                 | LF   | 135      | \$ 9.05     | \$ 1,221.75            | \$ 19.74    | \$ 2,664.90            |
| 50                                     | CONDT (PVC) (SCHD 80) (3") (BORE)                          | LF   | 290      | \$ 18.30    | \$ 5,307.00            | \$ 21.93    | \$ 6,359.70            |
| 51                                     | CONDT (RM) (2")  | LF   | 70       | \$ 15.08    | \$ 1,055.60            | \$ 43.86    | \$ 3,070.20            |
| 52                                     | ELEC CONDR (NO. 6) BARE                                    | LF   | 535      | \$ 1.15     | \$ 615.25              | \$ 1.26     | \$ 674.10              |
| 53                                     | GROUND BOX TY D (162922)                                   | EA   | 1        | \$ 636.01   | \$ 636.01              | \$ 767.47   | \$ 767.47              |
| 54                                     | GROUND BOX TY D (162922) W/APRON                           | EA   | 2        | \$ 690.83   | \$ 1,381.66            | \$ 1,315.67 | \$ 2,631.34            |
| 55                                     | REMOVE SM RD SN SUP & AM                                   | EA   | 3        | \$ 68.39    | \$ 205.17              | \$ 81.00    | \$ 243.00              |
| 56                                     | SIGN, "LEFT & RIGHT TURN ONLY"                             | EA   | 1        | \$ 350.00   | \$ 350.00              | \$ 358.01   | \$ 358.01              |
| 57                                     | SIGN, "RIGHT & LEFT ARROW"                                 | EA   | 1        | \$ 350.00   | \$ 350.00              | \$ 393.64   | \$ 393.64              |
| 58                                     | REFL PAV MRK TY I (W) 8" (SLD) (100MIL)                    | LF   | 40       | \$ 0.76     | \$ 30.40               | \$ 1.62     | \$ 64.80               |
| 59                                     | REFL PAV MRK TY I (W) 12" (SLD) (100MIL)                   | LF   | 154      | \$ 2.52     | \$ 388.08              | \$ 2.70     | \$ 415.80              |
| 60                                     | REFL PAV MRK TY I (W) 24" (SLD) (100MIL)                   | LF   | 32       | \$ 5.32     | \$ 170.24              | \$ 4.86     | \$ 155.52              |
| 61                                     | REFL PAV MRK TY I (W) (ARROW) (100MIL)                     | EA   | 2        | \$ 104.00   | \$ 208.00              | \$ 134.99   | \$ 269.98              |
| 62                                     | REFL PAV MRK TY I (W) (DBL ARROW) (100MIL)                 | EA   | 1        | \$ 171.71   | \$ 171.71              | \$ 161.99   | \$ 161.99              |
| 63                                     | REFL PAV MRK TY I (W) (WORD) (100MIL)                      | EA   | 1        | \$ 124.53   | \$ 124.53              | \$ 134.99   | \$ 134.99              |
| 64                                     | REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)                    | LF   | 28       | \$ 0.32     | \$ 8.96                | \$ 0.85     | \$ 23.80               |
| 65                                     | PAV SURF PREP FOR MRK (4")                                 | LF   | 28       | \$ 0.05     | \$ 1.40                | \$ 0.27     | \$ 7.56                |
| 66                                     | PAV SURF PREP FOR MRK (8")                                 | LF   | 40       | \$ 0.13     | \$ 5.20                | \$ 0.49     | \$ 19.60               |
| 67                                     | PAV SURF PREP FOR MRK (12")                                | LF   | 154      | \$ 0.16     | \$ 24.64               | \$ 0.70     | \$ 107.80              |
| 68                                     | PAV SURF PREP FOR MRK (24")                                | LF   | 32       | \$ 0.56     | \$ 17.92               | \$ 1.35     | \$ 43.20               |
| 69                                     | PAV SURF PREP FOR MRK (ARROW)                              | EA   | 2        | \$ 11.21    | \$ 22.42               | \$ 10.80    | \$ 21.60               |
| 70                                     | PAV SURF PREP FOR MRK (DBL ARROW)                          | EA   | 1        | \$ 9.73     | \$ 9.73                | \$ 16.20    | \$ 16.20               |
| 71                                     | PAV SURF PREP FOR MRK (WORD)                               | EA   | 1        | \$ 14.54    | \$ 14.54               | \$ 10.80    | \$ 10.80               |
| 72                                     | REFL PAV MRKR TY II-C-R                                    | EA   | 3        | \$ 3.05     | \$ 9.15                | \$ 4.32     | \$ 12.96               |
| 73                                     | ELIM EXT PAV MRK & MRKS (ARROW)                            | EA   | 1        | \$ 47.87    | \$ 47.87               | \$ 54.00    | \$ 54.00               |

| Item Number                               | Item Description  | Unit  | Quantity | Unit Price   | Total                | Unit Price   | Total                |
|---|---|-------|----------|--------------|----------------------|--------------|----------------------|
| 74  | ELIM EXT PAV MRK & MRKS (UTURN ARR)                               | EA    | 1        | \$ 71.60     | \$ 71.60             | \$ 70.20     | \$ 70.20             |
| 75  | ELIM EXT PAV MRK & MRKS (WORD)                                    | EA    | 1        | \$ 63.77     | \$ 63.77             | \$ 54.00     | \$ 54.00             |
| 76  | ALUMINUM SIGNS (TY A)   | SF    | 56       | \$ 22.31     | \$ 1,249.36          | \$ 13.50     | \$ 756.00            |
| 77  | BACK PLATE (12 IN) (3 SEC)  | EA    | 3        | \$ 71.41     | \$ 214.23            | \$ 142.53    | \$ 427.59            |
| 78  | BACK PLATE (12 IN) (4 SEC)  | EA    | 4        | \$ 86.20     | \$ 344.80            | \$ 153.50    | \$ 614.00            |
| 79  | VEH SIG SEC (12 IN) LED (GRN ARW)                                 | EA    | 4        | \$ 197.49    | \$ 789.96            | \$ 257.65    | \$ 1,030.60          |
| 80  | VEH SIG SEC (12 IN) LED (GRN)                                     | EA    | 3        | \$ 193.12    | \$ 579.36            | \$ 339.88    | \$ 1,019.64          |
| 81  | VEH SIG SEC (12 IN) LED (YEL ARW)                                 | EA    | 8        | \$ 195.87    | \$ 1,566.96          | \$ 257.65    | \$ 2,061.20          |
| 82  | VEH SIG SEC (12 IN) LED (YEL)                                     | EA    | 3        | \$ 194.22    | \$ 582.66            | \$ 339.88    | \$ 1,019.64          |
| 83  | VEH SIG SEC (12 IN) LED (RED ARW)                                 | EA    | 4        | \$ 177.89    | \$ 711.56            | \$ 257.65    | \$ 1,030.60          |
| 84  | VEH SIG SEC (12 IN) LED (RED)                                     | EA    | 3        | \$ 191.80    | \$ 575.40            | \$ 257.65    | \$ 772.95            |
| 85  | PED SIG SEC (12 IN) LED (COUNTDOWN)                               | EA    | 2        | \$ 462.72    | \$ 925.44            | \$ 701.69    | \$ 1,403.38          |
| 86  | TRF SIG CBL (TY A) (12 AWG) (2 CONDR)                             | LF    | 210      | \$ 1.04      | \$ 218.40            | \$ 1.53      | \$ 321.30            |
| 87  | TRF SIG CBL (TY A) (12 AWG) (4 CONDR)                             | LF    | 220      | \$ 1.31      | \$ 288.20            | \$ 2.85      | \$ 627.00            |
| 88  | TRF SIG CBL (TY A) (12 AWG) (7 CONDR)                             | LF    | 735      | \$ 2.02      | \$ 1,484.70          | \$ 3.67      | \$ 2,697.45          |
| 89  | INS TRF SIG PL AM (S) 1 ARM (40')                                 | EA    | 1        | \$ 6,466.16  | \$ 6,466.16          | \$ 10,744.65 | \$ 10,744.65         |
| 90  | INSTALL OF PEDESTRIAN PUSH BUTTONS                                | EA    | 2        | \$ 233.03    | \$ 466.06            | \$ 219.28    | \$ 438.56            |
| 91  | REMOVE OVERHEAD SIGN PANELS                                       | EA    | 4        | \$ 654.09    | \$ 2,616.36          | \$ 164.46    | \$ 657.84            |
| 92  | VIVDS CAMERA ASSEMBLY   | EA    | 1        | \$ 1,383.31  | \$ 1,383.31          | \$ 1,918.70  | \$ 1,918.70          |
| 93  | VIVDS COMMUNICATION CABLE (COAXIAL) (3/C #16 - VIVDS POWER CABLE) | LF    | 240      | \$ 2.33      | \$ 559.20            | \$ 2.91      | \$ 698.40            |
| <b>SUBTOTAL TRAFFIC SIGNAL ITEMS</b>      |   |       |          |              | <b>\$ 36,003.27</b>  |              | <b>\$ 52,440.81</b>  |
| <b>SITE ELECTRICAL</b>                    |   |       |          |              |                      |              |                      |
| 94  | Trenching (26 02 00, 26 05 33)                                    | LF    | 5,000    | \$ 3.00      | \$ 15,000.00         | \$ 16.81     | \$ 84,050.00         |
| 95  | Conduit & wiring (26 05 19, 26 05 33)                             | LF    | 15,000   | \$ 60.00     | \$ 900,000.00        | \$ 25.82     | \$ 387,300.00        |
| 96  | CenterPoint Pad and Primary Ductbank (Per T&C)                    | LS    | 1        | \$ 23,000.00 | \$ 23,000.00         | \$ 23,206.98 | \$ 23,206.98         |
| 97  | Switchboards/Dist. Panels (26 23 00)                              | EA    | 1        | \$ 11,000.00 | \$ 11,000.00         | \$ 27,447.57 | \$ 27,447.57         |
| 98  | Sports lighting panels (26 24 16)                                 | EA    | 2        | \$ 11,000.00 | \$ 22,000.00         | \$ 13,805.66 | \$ 27,611.32         |
| 99  | Panels (26 24 16)   | EA    | 1        | \$ 4,000.00  | \$ 4,000.00          | \$ 12,640.99 | \$ 12,640.99         |
| 100                                       | Transformers (26 22 13)   | EA    | 1        | \$ 4,000.00  | \$ 4,000.00          | \$ 4,558.60  | \$ 4,558.60          |
| 101                                       | Area Poles and Fixtures (P Poles) (25 51 00, 26 56 68)            | POLES | 5        | \$ 3,200.00  | \$ 16,000.00         | \$ 3,239.84  | \$ 16,199.20         |
| <b>SUBTOTAL SITE ELECTRICAL ITEMS</b>     |   |       |          |              | <b>\$ 995,000.00</b> |              | <b>\$ 583,014.66</b> |
| <b>OFF-SITE WATER LINE</b>                |   |       |          |              |                      |              |                      |
| 102                                       | 16" Water Main, valve and fittings (02510)                        | LF    | 1,020    | \$ 115.00    | \$ 117,300.00        | \$ 69.48     | \$ 70,869.60         |
| 103                                       | Trench Safety System (01570)                                      | LF    | 1,140    | \$ 1.00      | \$ 1,140.00          | \$ 1.08      | \$ 1,231.20          |
| 104                                       | 8" Water Main   | LF    | 120      | \$ 60.00     | \$ 7,200.00          | \$ 41.54     | \$ 4,984.80          |
| 105                                       | Fire Hydrant (02514)  | EA    | 3        | \$ 4,100.00  | \$ 12,300.00         | \$ 6,853.33  | \$ 20,559.99         |
| 106                                       | 2" Blow Off Valve & Box (02510)                                   | EA    | 1        | \$ 800.00    | \$ 800.00            | \$ 1,666.60  | \$ 1,666.60          |
| 107                                       | 8" Bored Water Line (02510)                                       | LF    | 175      | \$ 80.00     | \$ 14,000.00         | \$ 332.15    | \$ 58,126.25         |
| <b>SUBTOTAL OFF-SITE WATER LINE ITEMS</b> |   |       |          |              | <b>\$ 152,740.00</b> |              | <b>\$ 157,438.44</b> |

| Item Number                                | Item Description   | Unit | Quantity | Unit Price    | Total                | Unit Price    | Total                |
|--|--|------|----------|---------------|----------------------|---------------|----------------------|
| <b>OFF-SITE LEFT TURN LANE</b>             |  |      |          |               |                      |               |                      |
| 108  | Sawcut and removal of conc. Pavement and curb (02220)        | LF   | 330      | \$ 10.00      | \$ 3,300.00          | \$ 7.56       | \$ 2,494.80          |
| 109  | Roadway Excavation (02316)                                   | CY   | 140      | \$ 8.00       | \$ 1,120.00          | \$ 19.15      | \$ 2,681.00          |
| 110  | Lime Stabilize Subgrade, 6" at 8% (02335)                    | SY   | 250      | \$ 3.00       | \$ 750.00            | \$ 26.31      | \$ 6,577.50          |
| 111  | Lime (02335)   | TON  | 5        | \$ 180.00     | \$ 900.00            | \$ 186.05     | \$ 930.25            |
| 112  | Traffic Control on Kingsley Drive during Construction (C8.4) | LS   | 1        | \$ 2,000.00   | \$ 2,000.00          | \$ 1,835.91   | \$ 1,835.91          |
| 113  | Horiz Dowels, 1 1/4" dia, 18" long, 12" spacing (02751)      | EA   | 322      | \$ 8.00       | \$ 2,576.00          | \$ 18.22      | \$ 5,866.84          |
| 114  | 8" Reinforced Concrete Pavement (02751)                      | SY   | 373      | \$ 47.00      | \$ 17,531.00         | \$ 74.63      | \$ 27,836.99         |
| 115  | 6" Concrete median (02751)                                   | SY   | 36       | \$ 30.00      | \$ 1,080.00          | \$ 87.20      | \$ 3,139.20          |
| 116  | 6-inch Reinforced Conc Curb (02770)                          | LF   | 322      | \$ 5.00       | \$ 1,610.00          | \$ 12.74      | \$ 4,102.28          |
| 117  | Pavement Markings  | LS   | 1        | \$ 2,000.00   | \$ 2,000.00          | \$ 2,159.89   | \$ 2,159.89          |
| <b>SUBTOTAL OFF-SITE TURN LANE ITEMS</b>   |  |      |          |               | <b>\$ 32,867.00</b>  |               | <b>\$ 57,624.66</b>  |
| <b>LANDSCAPING</b>                         |  |      |          |               |                      |               |                      |
| 118  | Sod - Common Bermuda (Non-Field Areas)(4.0 Acres) (02922)    | SY   | 22,290   | \$ 3.64       | \$ 81,135.60         | \$ 4.14       | \$ 92,280.60         |
| 119  | Hydromulch (02921)   | AC   | 30       | \$ 2,800.00   | \$ 84,000.00         | \$ 3,661.98   | \$ 109,859.40        |
| 120  | Nutal Oak - 3 inch caliper (02931)                           | EA   | 58       | \$ 250.00     | \$ 14,500.00         | \$ 188.99     | \$ 10,961.42         |
| 121  | White Ash - 2 inch caliper (02931)                           | EA   | 56       | \$ 200.00     | \$ 11,200.00         | \$ 134.99     | \$ 7,559.44          |
| 122  | Texas Sabel (02931)  | EA   | 8        | \$ 200.00     | \$ 1,600.00          | \$ 161.99     | \$ 1,295.92          |
| 123  | Crepe Myrtle - 2 inch caliper (02931)                        | EA   | 24       | \$ 75.00      | \$ 1,800.00          | \$ 64.80      | \$ 1,555.20          |
| 124  | Red Tip Photinia (02931)                                     | EA   | 165      | \$ 50.00      | \$ 8,250.00          | \$ 43.20      | \$ 7,128.00          |
| 125  | Import soils, preparation, and fine grading (02910)          | LS   | 1        | \$ 51,000.00  | \$ 51,000.00         | \$ 134,993.32 | \$ 134,993.32        |
| 126  | Irrigation, complete in place (non-field areas) (02811)      | LS   | 1        | \$ 130,000.00 | \$ 130,000.00        | \$ 130,643.29 | \$ 130,643.29        |
| <b>SUBTOTAL LANDSCAPING ITEMS</b>          |  |      |          |               | <b>\$ 383,485.60</b> |               | <b>\$ 496,276.59</b> |
| <b>BALLFIELD IRRIGATION</b>                |  |      |          |               |                      |               |                      |
| 127  | Irrigation, complete in place (ball fields) (02811)          | LS   | 1        | \$ 94,000.00  | \$ 94,000.00         | \$ 56,484.45  | \$ 56,484.45         |
| <b>SUBTOTAL BALLFIELD IRRIGATION ITEMS</b> |  |      |          |               | <b>\$ 94,000.00</b>  |               | <b>\$ 56,484.45</b>  |
| <b>LARGE BALL FIELDS (300' foul line)</b>  |  |      |          |               |                      |               |                      |
| 128  | Scoreboard & controls (26 05 33)                             | EA   | 4        | \$ 28,000.00  | \$ 112,000.00        | \$ 17,510.99  | \$ 70,043.96         |
| 129  | Fencing (1,200 LF) each field                                | LF   | 4,800    | \$ 28.00      | \$ 134,400.00        | \$ 20.52      | \$ 98,496.00         |
| 130  | Dugouts (A1.09)  | EA   | 8        | \$ 4,500.00   | \$ 36,000.00         | \$ 10,400.05  | \$ 83,200.40         |
| 131  | Retaining wall (A1.05 Detail 20)                             | LF   | 600      | \$ 150.00     | \$ 90,000.00         | \$ 199.69     | \$ 119,814.00        |
| 132  | Bleachers (A1.05)  | EA   | 8        | \$ 4,500.00   | \$ 36,000.00         | \$ 7,302.60   | \$ 58,420.80         |
| 133  | Import soils, preparation, and fine grading (02910)          | LS   | 1        | \$ 40,000.00  | \$ 40,000.00         | \$ 114,474.33 | \$ 114,474.33        |
| 134  | Sod - TIFF 419 (field areas) (02922)                         | LS   | 1        | \$ 80,000.00  | \$ 80,000.00         | \$ 188,243.32 | \$ 188,243.32        |
| 135  | Central plaza & announcers station                           | EA   | 1        | \$ 56,000.00  | \$ 56,000.00         | \$ 7,559.63   | \$ 7,559.63          |
| <b>SUBTOTAL LARGE BALL FIELD ITEMS</b>     |  |      |          |               | <b>\$ 584,400.00</b> |               | <b>\$ 740,252.44</b> |
| <b>SMALL BALL FIELDS (200' foul line)</b>  |  |      |          |               |                      |               |                      |
| 136  | Scoreboard & controls (26 05 33)                             | EA   | 4        | \$ 28,000.00  | \$ 112,000.00        | \$ 14,757.11  | \$ 59,028.44         |
| 137  | Fencing (900 LF) each field                                  | LF   | 3,600    | \$ 28.00      | \$ 100,800.00        | \$ 20.52      | \$ 73,872.00         |
| 138  | Dugouts (A1.09)  | EA   | 8        | \$ 4,500.00   | \$ 36,000.00         | \$ 10,400.05  | \$ 83,200.40         |
| 139  | Retaining wall (A1.05 Detail 20)                             | LF   | 600      | \$ 150.00     | \$ 90,000.00         | \$ 199.69     | \$ 119,814.00        |
| 140  | Bleachers (A1.05)  | EA   | 8        | \$ 4,500.00   | \$ 36,000.00         | \$ 7,302.60   | \$ 58,420.80         |
| 141  | Import soils, preparation, and fine grading (02910)          | LS   | 1        | \$ 40,000.00  | \$ 40,000.00         | \$ 80,995.99  | \$ 80,995.99         |
| 142  | Sod - TIFF 419 (field areas) (02922)                         | LS   | 1        | \$ 80,000.00  | \$ 80,000.00         | \$ 105,908.20 | \$ 105,908.20        |
| 143  | Central plaza & announcers station                           | EA   | 1        | \$ 56,000.00  | \$ 56,000.00         | \$ 7,559.63   | \$ 7,559.63          |
| <b>SUBTOTAL SMALL BALL FIELD ITEMS</b>     |  |      |          |               | <b>\$ 550,800.00</b> |               | <b>\$ 588,799.46</b> |
| <b>SOCCER FIELD</b>                        |  |      |          |               |                      |               |                      |

| Item Number                        | Item Description   | Unit | Quantity  | Unit Price      | Total                  | Unit Price      | Total                  |
|------------------------------------|--|------|-----------|-----------------|------------------------|-----------------|------------------------|
| 144                                | Goals  | EA   | 2         | \$ 4,000.00     | \$ 8,000.00            | \$ 1,650.16     | \$ 3,300.32            |
| 145                                | Import soils, preparation, and fine grading (02910)                              | LS   | 1         | \$ 28,000.00    | \$ 28,000.00           | \$ 53,997.32    | \$ 53,997.32           |
| 146                                | Sod - TIFF 419 (field areas) (02922)   | LS   | 1         | \$ 5,600.00     | \$ 5,600.00            | \$ 40,075.73    | \$ 40,075.73           |
| <b>SUBTOTAL SOCCER FIELD ITEMS</b> |  |      |           |                 | <b>\$ 41,600.00</b>    |                 | <b>\$ 97,373.37</b>    |
| <b>AMPHITHEATER</b>                |  |      |           |                 |                        |                 |                        |
| 147                                | Embankment, preparation, and fine grading (02910)                                | CY   | 2,500     | \$ 15.00        | \$ 37,500.00           | \$ 10.15        | \$ 25,375.00           |
| 148                                | Hydromulch (02921)   | AC   | 0.5       | \$ 3,300.00     | \$ 1,650.00            | \$ 3,295.98     | \$ 1,647.99            |
| 149                                | Retaining wall   | LF   | 300       | \$ 250.00       | \$ 75,000.00           | \$ 362.91       | \$ 108,873.00          |
| <b>SUBTOTAL AMPHITHEATER ITEMS</b> |  |      |           |                 | <b>\$ 114,150.00</b>   |                 | <b>\$ 135,895.99</b>   |
| <b>PAVILION</b>                    |  |      |           |                 |                        |                 |                        |
| 150                                | Pavilion Building  | LS   | 1         | \$ 280,000.00   | \$ 280,000.00          | \$ 373,178.29   | \$ 373,178.29          |
| 151                                | Restroom/Concession Building   | LS   | 1         | \$ 241,000.00   | \$ 241,000.00          | \$ 658,130.38   | \$ 658,130.38          |
| 152                                | Dumpster pad, drain and enclosure  | LS   | 1         | \$ 5,600.00     | \$ 5,600.00            | \$ 5,831.71     | \$ 5,831.71            |
| <b>SUBTOTAL PAVILION ITEMS</b>     |  |      |           |                 | <b>\$ 526,600.00</b>   |                 | <b>\$ 1,037,140.38</b> |
| <b>EXTRA WORK ITEMS</b>            |  |      |           |                 |                        |                 |                        |
| 153                                | Special Excavation   | CY   | 100       | \$ 15.00        | \$ 1,500.00            | \$ 16.89        | \$ 1,689.00            |
| 154                                | 8" Water Line  | LF   | 100       | \$ 60.00        | \$ 6,000.00            | \$ 84.01        | \$ 8,401.00            |
| 155                                | 8" Sanitary Sewer  | LF   | 100       | \$ 45.00        | \$ 4,500.00            | \$ 35.07        | \$ 3,507.00            |
| 156                                | Hand Excavation  | CY   | 25        | \$ 60.00        | \$ 1,500.00            | \$ 129.54       | \$ 3,238.50            |
| 157                                | Cement Stabilized Sand   | CY   | 25        | \$ 60.00        | \$ 1,500.00            | \$ 63.06        | \$ 1,576.50            |
| 158                                | Extra 1-Year Tree Maintenance  | LS   | 1         | \$ 30,000.00    | \$ 30,000.00           | \$ 53,997.32    | \$ 53,997.32           |
| 159                                | Wet Sand Bedding for Sanitary Sewer  | LF   | 100       | \$ 6.50         | \$ 650.00              | \$ 6.48         | \$ 648.00              |
| 160                                | Flagger  | HR   | 40        | \$ 36.00        | \$ 1,440.00            | \$ 35.78        | \$ 1,431.20            |
| <b>SUBTOTAL EXTRA WORK ITEMS</b>   |  |      |           |                 | <b>\$ 47,090.00</b>    |                 | <b>\$ 74,488.52</b>    |
| <b>ALTERNATE ITEMS</b>             |  |      |           |                 |                        |                 |                        |
| 161                                | Maintenance Building   | LS   | 1         | \$ 213,000.00   | \$ 213,000.00          | \$ 273,098.80   | \$ 273,098.80          |
| 162                                | Pipe bollards  | EA   | 6         | \$ 750.00       | \$ 4,500.00            | \$ 647.97       | \$ 3,887.82            |
| 163                                | Sports Lighting Poles and Fixtures (A,B,C Poles) (26 29 26)                      | LS   | 1         | \$ 1,200,000.00 | \$ 1,200,000.00        | \$ 1,187,941.18 | \$ 1,187,941.18        |
| 164                                | Volleyball Court   | EA   | 3         | \$ 28,000.00    | \$ 84,000.00           | \$ 17,341.24    | \$ 52,023.72           |
| 165                                | Flag poles   | EA   | 3         | \$ 4,500.00     | \$ 13,500.00           | \$ 5,617.88     | \$ 16,853.64           |
| 166                                | Picnic tables  | EA   | 30        | \$ 600.00       | \$ 18,000.00           | \$ 988.15       | \$ 29,644.50           |
| 167                                | Refuse containers  | EA   | 20        | \$ 550.00       | \$ 11,000.00           | \$ 730.04       | \$ 14,600.80           |
| 168                                | Park Entry Signage   |      | Allowance |                 | \$10,000               |                 | \$ 10,000.00           |
| 169                                | Playground equipment   | LS   | 1         | \$ 164,500.00   | \$ 164,500.00          | \$ 158,758.62   | \$ 158,758.62          |
| 170                                | Playground fencing   | LS   | 1         | \$ 5,500.00     | \$ 5,500.00            | \$ 5,399.73     | \$ 5,399.73            |
| 171                                | Clearing and Grubbing Soccer Fields 2, 3 & 4                                     | AC   | 9.75      | \$ 3,500.00     | \$ 34,125.00           | \$ 12,335.25    | \$ 120,268.69          |
| 172                                | Deduct for Crushed Stone All-Weather Road instead of Concrete access to Kingsley | SY   | 2,500     | \$ (32.00)      | \$ (80,000.00)         | \$ (14.58)      | \$ (36,450.00)         |
| 173                                | Add to substitute 4 1/2" concrete for crushed granite at walking trail           | SY   | 1,965     | \$ 20.00        | \$ 39,300.00           | \$ 15.66        | \$ 30,771.90           |
| 174                                | Deduct for Sports Lighting Electrical Infrastructure to all Fields               | LS   | 1         | \$ (150,000.00) | \$ (150,000.00)        | \$ (150,743.06) | \$ (150,743.06)        |
| <b>SUBTOTAL ALTERNATE ITEMS</b>    |  |      |           |                 | <b>\$ 1,567,425.00</b> |                 | <b>\$ 1,716,056.34</b> |

| Item Number      | Item Description                    | Unit | Quantity | Unit Price | Total                  | Unit Price | Total                   |
|------------------|-------------------------------------|------|----------|------------|------------------------|------------|-------------------------|
| PROPOSAL SUMMARY |                                     |      |          |            |                        |            |                         |
|                  | SUBTOTAL GENERAL CONDITION ITEMS    |      |          |            | \$ 435,000.00          |            | \$ 665,798.93           |
|                  | SUBTOTAL ON-SITE STORM ITEMS        |      |          |            | \$ 1,062,826.00        |            | \$ 4,119,517.97         |
|                  | SUBTOTAL ON-SITE WATER ITEMS        |      |          |            | \$ 241,901.00          |            | \$ 217,908.59           |
|                  | SUBTOTAL ON-SITE SANITARY ITEMS     |      |          |            | \$ 108,878.00          |            | \$ 121,322.35           |
|                  | SUBTOTAL ON-SITE PAVING ITEMS       |      |          |            | \$ 1,530,139.00        |            | \$ 2,447,226.69         |
|                  | SUBTOTAL TRAFFIC SIGNAL ITEMS       |      |          |            | \$ 36,003.27           |            | \$ 52,440.81            |
|                  | SUBTOTAL SITE ELECTRICAL ITEMS      |      |          |            | \$ 995,000.00          |            | \$ 583,014.66           |
|                  | SUBTOTAL OFF-SITE WATER LINE ITEMS  |      |          |            | \$ 152,740.00          |            | \$ 157,438.44           |
|                  | SUBTOTAL OFF-SITE TURN LANE ITEMS   |      |          |            | \$ 32,867.00           |            | \$ 57,624.66            |
|                  | SUBTOTAL LANDSCAPING ITEMS          |      |          |            | \$ 383,485.60          |            | \$ 496,276.59           |
|                  | SUBTOTAL BALLFIELD IRRIGATION ITEMS |      |          |            | \$ 94,000.00           |            | \$ 56,484.45            |
|                  | SUBTOTAL LARGE BALL FIELD ITEMS     |      |          |            | \$ 584,400.00          |            | \$ 740,252.44           |
|                  | SUBTOTAL SMALL BALL FIELD ITEMS     |      |          |            | \$ 550,800.00          |            | \$ 588,799.46           |
|                  | SUBTOTAL SOCCER FIELD ITEMS         |      |          |            | \$ 41,600.00           |            | \$ 97,373.37            |
|                  | SUBTOTAL AMPHITHEATER ITEMS         |      |          |            | \$ 114,150.00          |            | \$ 135,895.99           |
|                  | SUBTOTAL PAVILION ITEMS             |      |          |            | \$ 526,600.00          |            | \$ 1,037,140.38         |
|                  | SUBTOTAL EXTRA WORK ITEMS           |      |          |            | \$ 47,090.00           |            | \$ 74,488.52            |
|                  | SUBTOTAL ALTERNATE ITEMS            |      |          |            | \$ 1,567,425.00        |            | \$ 1,716,056.34         |
|                  | <b>TOTAL BASE PROPOSAL</b>          |      |          |            | <b>\$ 8,504,904.87</b> |            | <b>\$ 13,365,060.64</b> |

# New Business Item No. 4

- 4. Consideration and Possible Action – Resolution No. R2014-52 – A resolution of the City Council of the City of Pearland, Texas, establishing the regular meeting times and dates for the remainder of 2014.**  
*Mr. Young Lorfing, City Secretary.*

**AGENDA REQUEST  
BUSINESS OF THE CITY COUNCIL  
CITY OF PEARLAND, TEXAS**

|   |  |
|---|--|
| <b>AGENDA OF:</b> May 19, 2014  | <b>ITEM NO.:</b> Resolution No. 2014-52                |
| <b>DATE SUBMITTED:</b> May 12, 2014   | <b>DEPARTMENT OF ORIGIN:</b> City Secretary            |
| <b>PREPARED BY:</b> Young Lorfing   | <b>PRESENTOR:</b> Young Lorfing                        |
| <b>REVIEWED BY:</b> Mike Hodge  | <b>REVIEW DATE:</b> May 13, 2014                       |
| <b>SUBJECT:</b> City Council 2014 Calendar  |  |
| <b>EXHIBITS:</b> Resolution No. R2014-52 , (Exhibit "A" Calendar).  |  |
| <b>EXPENDITURE REQUIRED:</b> N/A<br><b>AMOUNT AVAILABLE:</b> N/A<br><b>ACCOUNT NO.:</b> N/A   | <b>AMOUNT BUDGETED:</b> N/A<br><b>PROJECT NO.:</b> N/A |
| <b>ADDITIONAL APPROPRIATION REQUIRED:</b> N/A<br><b>ACCOUNT NO.:</b> N/A<br><b>PROJECT NO.:</b> N/A   |  |
| <b>To be completed by Department:</b><br><input type="checkbox"/> Finance <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution |  |

**EXECUTIVE SUMMARY**

In order to clarify and give advance notice of meetings to Council and the public this resolution will establish Council's Calendar for 2014 including start times.

Based on City Council's informal feedback, we are suggesting the meetings start time to be 6:30 p.m. An earlier start time gives the Council and the public an opportunity for the meetings not to go too late.

At this time, we are not sure if the September regular meeting will be rescheduled until we are further into the budget process.

**RECOMMENDED ACTION**

Consider and adopt Resolution No. R2014-52.

**RESOLUTION NO. R2014-52**

**A resolution of the City Council of the City of Pearland, Texas, establishing the regular meeting times and dates for the remainder of 2014.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS:**

That the regular meeting times and dates for the remainder of 2014 shall be in accordance with the schedule attached hereto as Exhibit "A".

PASSED, APPROVED and ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2014.

\_\_\_\_\_  
TOM REID  
MAYOR

ATTEST:

\_\_\_\_\_  
YOUNG LORFING, TRMC  
CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
DARRIN M. COKER  
CITY ATTORNEY

City Council  
2014 Calendar

|               |                           |   |                  |  |                              |                                     |                       |           |
|---------------|---------------------------|---|------------------|--|------------------------------|-------------------------------------|-----------------------|-----------|
| Monday        | May 19, 2014              | Special Meeting (Election Canvass)      | 6:00 p.m.        |  | Monday                       | October 13, 2014                    | Regular Meeting       | 6:30 p.m. |
| Monday        | May 19, 2014              | Joint Public Hearings                   | 6:30 p.m.        |  | Monday                       | October 20, 2014                    | Joint Public Hearings | 6:30 p.m. |
| Monday        | May 19, 2014              | Regular Meeting                         | 7:30 p.m.        |  | Monday                       | October 27, 2014                    | Regular Meeting       | 6:30 p.m. |
| <i>Monday</i> | <i>May 26, 2014</i>       | <i>Memorial Day</i>                     |                  |  |                              |                                     |                       |           |
|               |                           |   |                  |  | Monday                       | November 10, 2014                   | Regular Meeting       | 6:30 p.m. |
| Monday        | June 9, 2014              | Regular Meeting                         | 6:30 p.m.        |  | Monday                       | November 17, 2014                   | Joint Public Hearings | 6:30 p.m. |
| Monday        | June 16, 2014             | Joint Public Hearings                   | 6:30 p.m.        |  | Monday                       | November 24, 2014                   | Regular Meeting       | 6:30 p.m. |
| Monday        | June 23, 2014             | Regular Meeting                         | 6:30 p.m.        |  |                              |                                     |                       |           |
|               |                           |   |                  |  | Monday                       | December 8, 2014                    | Regular Meeting       | 6:30 p.m. |
| Monday        | July 14, 2014             | Regular Meeting                         | 6:30 p.m.        |  | Monday                       | December 15, 2014                   | Joint Public Hearings | 6:30 p.m. |
| Monday        | July 21, 2014             | Joint Public Hearings                   | 6:30 p.m.        |  | Monday                       | December 22, 2014                   | Regular Meeting       | 6:30 p.m. |
| Monday        | July 28, 2014             | Regular Meeting                         | 6:30 p.m.        |  |                              |                                     |                       |           |
|               |                           |   |                  |  |                              |                                     |                       |           |
| Monday        | August 4, 2014            | Budget Workshop                         | 6:30 p.m.        |  | <b>City Holidays</b>         |                                     |                       |           |
| Monday        | August 11, 2014           | Regular Meeting & Budget Workshop       | 6:30 p.m.        |  | <b>Memorial Day</b>          | <b>Monday, May 26, 2014</b>         |                       |           |
| Monday        | August 18, 2014           | Joint Public Hearings & Budget Workshop | 6:30 p.m.        |  | <b>Independence Day</b>      | <b>Friday, July 4, 2014</b>         |                       |           |
| Monday        | August 25, 2014           | Regular Meeting & Budget Workshop       | 6:30 p.m.        |  | <b>Labor Day</b>             | <b>Monday, September 1, 2014</b>    |                       |           |
|               |                           |   |                  |  | <b>Thanksgiving Holidays</b> | <b>Thursday, November 27, 2014</b>  |                       |           |
| Tuesday       | September 2, 2014         | 1st Public Hearing Tax & Budget         | 6:30 p.m.        |  | <b>Thanksgiving Holidays</b> | <b>Friday, November 28, 2014</b>    |                       |           |
| Monday        | September 8, 2014         | 2nd Public Hearing Tax & Budget         | 6:30 p.m.        |  | <b>Christmas Eve</b>         | <b>Wednesday, December 24, 2014</b> |                       |           |
| Monday        | September 8, 2014         | Regular Meeting                         | 6:30 p.m.        |  | <b>Christmas Day</b>         | <b>Thursday, December 25, 2014</b>  |                       |           |
| <i>Monday</i> | <i>September 15, 2014</i> | <i>Reg Mtg from 9/8 (Tentative)</i>     | <i>6:30 p.m.</i> |  | <b>New Years Day (2015)</b>  | <b>Thursday, January 1, 2015</b>    |                       |           |
| Monday        | September 15, 2014        | Joint Public Hearings                   | 6:30 p.m.        |  |                              |                                     |                       |           |
| Monday        | September 22, 2014        | Regular Meeting                         | 6:30 p.m.        |  |                              |                                     |                       |           |

# New Business Item No. 5

5. **Discussion** – Regarding City Council Rules and Order of Business.  
*Mr. Darrin Coker, City Attorney.*

**AGENDA REQUEST  
BUSINESS OF THE CITY COUNCIL  
CITY OF PEARLAND, TEXAS**

|   |   |
|---|---|
| <b>AGENDA OF: 15-19-14</b>  | <b>ITEM NO.:</b> New Business No. 5         |
| <b>DATE SUBMITTED: 5-12-14</b>  | <b>DEPARTMENT OF ORIGIN: Administration</b> |
| <b>PREPARED BY: Darrin Coker</b>  | <b>PRESENTOR: Darrin Coker</b>              |
| <b>REVIEWED BY: NA</b>  | <b>REVIEW DATE: NA</b>                      |
| <b>SUBJECT: City Council Rules and Order of Business (Discussion)</b>   |   |
| <b>EXHIBITS: Draft Rules and Order of Business</b>  |   |
| <b>EXPENDITURE REQUIRED:</b>  | <b>AMOUNT BUDGETED:</b>                     |
| <b>AMOUNT AVAILABLE:</b>  | <b>PROJECT NO.:</b>                         |
| <b>ACCOUNT NO.:</b>   |   |
| <b>ADDITIONAL APPROPRIATION REQUIRED:</b>   |   |
| <b>ACCOUNT NO.:</b>   |   |
| <b>PROJECT NO.:</b>   |   |
| <b>To be completed by Department:</b>   |   |
| <input type="checkbox"/> Finance <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution |   |

**EXECUTIVE SUMMARY**

The Council was previously provided a draft copy of the proposed City Council Rules and Order of Business (“Rules”) in the May 1<sup>st</sup> Thursday packet. The vast majority of the information contained in the Rules already exists in multiple locations (i.e., City Charter, Council Procedure Resolution, and Ethics Ordinance). The purpose of the Rules is to consolidate the information into one location to serve as centrally located guidelines for the manner of conducting business. It is anticipated that the Rules would need to be amended periodically to address changing circumstances (i.e., Charter revisions).

The Rules are generally self-explanatory; however there are a few items worth specifically noting. One revision proposes moving the start time for Council meetings from 7:30 to 6:30 (see #2). The manner in which councilmembers can request a special meeting or a proposed agenda item remains unchanged (see #2 and #6). A provision has been added to address the process by which Council can seek routine versus non-routine information from the City Manager or staff (see #13). Although not contained in the Rules, the staff would like feed-back on a suggestion to move proclamations/pictures off of the regular agenda so it can take place immediately prior to the Council meetings. As you are aware, proclamations are ministerial acts that are not required to be part of a posted agenda. The suggestion would involve notifying proclamation recipients that the

proclamation would be presented at 6:00 prior to the regular Council meeting. In the event the Council desires to include a specific proclamation as part of the meeting, it could be presented under the Mayor/Council Issues portion of the agenda (see #6 (1)).

Staff is not seeking any action at this time; however, staff anticipates scheduling this item for Council consideration at the June 9<sup>th</sup> regular meeting.

## CITY COUNCIL RULES AND ORDER OF BUSINESS

### 1. ORGANIZATION

The governing body of the City shall consist of the Mayor and five (5) councilmembers ("Council"). The Mayor is elected in the City at large, and the Council members are elected at large by positions 1, 2, 3, 4 and 5. The Mayor shall be the presiding officer for Council meetings and, pursuant the City's Charter, shall only vote in the event of a tie vote. These Rules shall serve as guidelines for the organization and conduct of Council to ensure that the City is governed in an orderly fashion.

### 2. REGULAR MEETINGS

The Council shall hold at least two regular meetings per month in accordance with Section 3.08 of the City Charter. Regular meetings shall be held on the 2<sup>nd</sup> and 4<sup>th</sup> Monday of each month at 6:30 P.M. in the Council Chambers of City Hall, and the public is invited to attend the meetings.

If the Council meets at a place or time other than its regular meeting place, then public notice to such effect shall be posted in accordance with the Texas Open Meetings Act.

### 3. SPECIAL MEETINGS

A special meeting may be held upon the written request of the Mayor or any two (2) councilmembers. Notice of special meetings must be posted in accordance with the Texas Open Meetings Act.

### 4. JOINT MEETINGS

The Council may hold Joint Meetings with various Boards, Commissions, and/or various governmental entities that share a community interest with the City. Such meetings shall be scheduled for a specific purpose or goal, agreed to by the City and the other entity prior to the meeting and posted for public information in accordance with the Texas Open Meetings Act.

### 5. EXECUTIVE SESSIONS

Pursuant to the Texas Open Meetings Act, the Council may conduct closed meetings that are not open to the public when the following matters are considered:

- A. Consultation with an attorney regarding pending or contemplated litigation; a settlement offer; or to receive advice on legal matters not associated with litigation.
- B. Deliberations associated with the sale, purchase or exchange of real property.
- C. Personnel matters.

- D. Deliberations regarding security matters.
- E. Deliberations regarding economic development negotiations.

The purpose of an executive session shall be stated in the motion to call the closed session and any action taken on a matter discussed in executive session shall be taken in an open meeting following the deliberation in closed session.

6. AGENDA

The City Manager and the City Secretary, with consultation and concurrence of the Mayor, shall prepare an agenda for business to be considered at each regular Council meeting. It shall be the practice of the City to include on any regular Council meeting agenda all items that are deemed appropriate by the City Manager, the Mayor, or any one Councilmember. For the Mayor or any Councilmember to have an item placed on the regular meeting agenda, the request shall be in writing and shall be filed with the City Secretary no later than noon on the Monday the week before the regular meeting at which it is requested for consideration. Agenda items requested by the Mayor or Councilmembers shall be placed on the Mayor/Councilmember Issues portion of the agenda. If the filing is later than noon on that Monday before the regular meeting, the item shall be placed on the agenda of the next regular meeting.

- A. Call to Order
- B. Invocation and the Pledge of Allegiance to the United States of America flag and Texas flag
- C. Roll Call
- D. Recognition and Awards
- E. Audience Comments
- F. Public Hearings
- G. Consent Agenda
- H. Matters Removed from Consent Agenda
- I. New Business
- J. Other Business
- K. New Business (Part II, if Needed)
- L. Mayor/ Council Issues
- M. Adjournment

## 7. PUBLIC COMMENT RULES

- A. All members of the audience addressing the Council (“Speaker”) shall direct their remarks to the person in charge of the meeting (“Chair”).
- B. No Speaker shall address the Council unless recognized by the Chair for that purpose.
- C. Remarks shall be limited to those pertaining to matters before the council, to City business or policy, or to issues of community concern or interest. Profane, vulgar or abusive language or personal attacks will not be tolerated.
- D. No Speaker shall continue to address the Council after being informed by the Chair that the Speaker’s time for addressing the Council has expired.
- E. The Speaker shall be limited to 3 minutes to address the Council. If a single individual has been designated, on behalf of a larger group, to speak for the group, then such individual shall be allowed a maximum of 5 minutes to speak. The Chair has the authority to grant additional time, if requested by a Speaker, for good cause. At the end of the Speaker’s allotted time, the Chair shall direct the Speaker to wrap up and the Speaker shall not exceed 1 additional minute of speaking time.
- F. Council shall not respond to Speakers; however the Mayor may direct City administration to respond to the Speaker, if appropriate, outside of or during the meeting.

## 8. QUORUM

Two-thirds (2/3) of the qualified members of the Council, including the Mayor, shall constitute a quorum for conducting business. A quorum for conducting business can be achieved with the presence of the Mayor and three councilmembers; or, in the absence of the Mayor, four councilmembers.

## 9. VOTING

Unless otherwise provided by City Charter, law or ordinance, the affirmative vote of the majority of those councilmembers present shall be necessary to adopt any ordinance or resolution. The vote on all ordinances and resolutions shall be taken by roll call and entered into the City’s official record.

## 10. DEBATE AND DECORUM

Robert’s Rules of Order Newly Revised shall, to the extent feasible, govern the proceedings of Council. The City Attorney shall act as Parliamentarian for Council meetings.

## 11. ETHICAL STANDARDS

It is the official policy of the city that:

A. City officials shall be independent, impartial, and responsible to the citizens of the city;

B. City officials shall not have a financial interest, and shall not engage in any business, transaction, or professional activity, or incur any obligation that conflicts with the proper discharge of their duties for the city in the public interest;

C. The principles of personal conduct and ethical behavior that should guide the behavior of city officials include:

- (1) A commitment to the public welfare;
- (2) Respect for the value and dignity of all individuals;
- (3) Accountability to the citizens of the city;
- (4) Truthfulness; and
- (5) Fairness.

D. Under such principles of conduct and ethical behavior, city officials should:

(1) Conduct business with integrity and in a manner that merits the trust and support of the public;

(2) Be responsible stewards of the taxpayers' resources; and

(3) Take no official actions that would result in personal benefit in conflict with the best interests of the city.

E. To implement the aforementioned purpose and principles, the Council has enacted rules of ethical conduct to govern city officials (City Ordinance No. 1462-1 as it may be amended from time to time). It is the purpose and intent of city council to assure a fair opportunity for all of the city's citizens to participate in government, to adopt standards of disclosure and transparency in government, and to promote public trust in government.

## 12. USE OF CITY COMPUTERS/TABLETS

The City shall supply computers and/or electronic tablets (“Device”) to Council that are intended to be used for City business and City related purposes. Personal use of any Device is discouraged and should only be incident to the intended use of the Device. The following rules shall apply to Council members’ use of a City issued Device:

- A. The City shall supply Council with a Device and all associated hardware and software. Council members shall not install hardware or software on a Device with prior approval of the City’s Information Technology Department.
- B. The Device will be equipped to allow internet access and e-mail capabilities; however, Council members shall refrain from using such features to communicate with other Council members during Council meetings.
- C. Council members shall have use of the Device during the member’s term of office, and such right shall terminate at the same time the member’s term of office ends, at which time the Device and all associated equipment shall be returned to the City.
- D. Council members shall be responsible for maintaining the Device in good condition, and to reasonably protect it from theft, loss or damage.
- E. Council Members may not use a Device in connection with election or re-election efforts or campaigning, either for the member or any candidate for public office.
- F. Council members shall not use the Device for any commercial or financial gain, and shall not use the Device to access, store or download inappropriate or obscene material.
- G. Council should recognize that most of the documents that exist on the Device may be subject to the Texas Public information Act or other means of discovery, and should govern their use accordingly.
- H. Council members shall not use the Device in a manner that would violate the terms of the Texas Open Meetings Act.

## 13. COUNCIL APPROVAL OF INDIVIDUAL COUNCIL MEMBER NON-ROUTINE REQUESTS FOR INFORMATION OR INVESTIGATIONS BY CITY STAFF

Any Council members’ request to the City Manager for the Manager or City staff to create reports or other information, other than routine requests (i.e., requests that can be answered within 5-10 minutes), shall be raised at a Council under the Mayor/Council Issues portion of the agenda and approved by a majority of the Council.

#### 14. NEW COUNCIL MEMBER ORIENTATION

Each new Council member shall, upon taking the oath of office, be provided various forms of vital information which shall include, but not be limited to, the following:

- A. City Charter
- B. Comprehensive Plan
- C. Current Budget
- D. Comprehensive Annual Financial Report for the last Fiscal Year
- E. Council rules
- F. Public Information Act and Open Meetings Act Training

Each new member of Council shall be offered an opportunity by the City Manager to tour various City facilities (i.e., City Hall, Police/Fire stations, Park facilities, Public works facilities, etc.).

# New Business Item No. 6

- 6. Consideration and Possible Action – Resolution No. R2014-49 –** A resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into a Development Agreement with MHI Compressor International Corporation and MHI Compressor Manufacturing, LLC. *Mr. Matt Buchanan, President Economic Development Corporation.*

**RESOLUTION NO. R2014-49**

**A resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into a Development Agreement with MHI Compressor International Corporation and MHI Compressor Manufacturing, LLC.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS:**

**Section 1.** That certain Development Agreement, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes, is hereby authorized and approved.

**Section 2.** That the City Manager or his designee is hereby authorized to execute and the City Secretary to attest a Development Agreement.

PASSED, APPROVED and ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_,  
A.D., 2014.

\_\_\_\_\_  
TOM REID  
MAYOR

ATTEST:

\_\_\_\_\_  
YOUNG LORFING, TRMC  
CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
DARRIN M. COKER  
CITY ATTORNEY

# New Business Item No. 7

7. **Consideration and Possible Action – Resolution No. R2014-51** – A resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into a Cost Sharing/Reimbursement Agreement with the Pearland Economic Development Corporation associated with the Hooper Road Project.  
*Mr. Matt Buchanan, President Economic Development Corporation.*

**RESOLUTION NO. R2014-51**

**A resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into a Cost Sharing/Reimbursement Agreement with the Pearland Economic Development Corporation associated with the Hooper Road Project.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS:**

**Section 1.** That certain Cost Sharing/Reimbursement Agreement, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes, is hereby authorized and approved.

**Section 2.** That the City Manager or his designee is hereby authorized to execute and the City Secretary to attest a Cost Sharing/Reimbursement Agreement.

PASSED, APPROVED and ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_,  
A.D., 2014.

\_\_\_\_\_  
TOM REID  
MAYOR

ATTEST:

\_\_\_\_\_  
YOUNG LORFING, TRMC  
CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
DARRIN M. COKER  
CITY ATTORNEY

# New Business Item No. 8

8. **Consideration And Possible Action** – regarding the sale, lease, purchase, or exchange of real property – City Facilities.  
*City Council.*