**AGENDA – WORKSHOP OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, TO BE HELD ON MONDAY, APRIL 9, 2012, AT 6:00 P.M., IN THE PUBLIC SAFETY BUILDING, 2555 CULLEN PARKWAY, SECOND FLOOR TRAINING ROOM NUMBER ONE, PEARLAND, TEXAS.**

**I. CALL TO ORDER**

**II. PURPOSE OF THE WORKSHOP:**

1. **COUNCIL INPUT AND DISCUSSION:** REGARDING THE PEARLAND ECONOMIC DEVELOPMENT CORPORATION BUSINESS CENTER DRIVE EXTENSION.
   *Mr. Matt Buchanan, President of Pearland Economic Development Corporation.*

2. **COUNCIL INPUT AND DISCUSSION:** REGARDING THE PROPOSED ETHICS ORDINANCE. *Mr. Darrin Coker, City Attorney.*

3. **COUNCIL INPUT AND DISCUSSION:** REGARDING THE MONTHLY PROJECTS UPDATE. *Mr. Trent Epperson, Project Manager.*

**III. 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.

# Workshop Item No. 1

1. **COUNCIL INPUT AND DISCUSSION**: REGARDING THE PEARLAND ECONOMIC DEVELOPMENT CORPORATION BUSINESS CENTER DRIVE EXTENSION. *Mr. Matt Buchanan, President of Pearland Economic Development Corporation.*

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

| | |
|---|---|
| **AGENDA OF:** April 9, 2012 | **ITEM NO.:** Workshop Item No. 1 |
| **DATE SUBMITTED:** 4/2/2012 | **DEPT. OF ORIGIN:** PEDC |
| **PREPARED BY:** Matt Buchanan | **PRESENTOR:** Matt Buchanan |
| **REVIEWED BY:** Bill Eisen | **REVIEW DATE:** |

**SUBJECT:** Business Center Drive Extension

**EXHIBITS:** See Attached

**FUNDING:**

☐ **Grant** ☐ **Developer/Other** ☐ **Cash**

☐ **Bonds To Be Sold** ☐ **Bonds- Sold** ☐ **L/P – Sold** ☐ **L/P – To Be Sold**

**EXPENDITURE REQUIRED:**
**AMOUNT AVAILABLE:**
**ACCOUNT NO.:**
**ADDITIONAL APPROPRIATION REQUIRED:**
**ACCOUNT NO.:**
**PROJECT NO.:**

**AMOUNT BUDGETED:**
**PROJECT NO.:**

**To be completed by Department:**

**Finance** **Legal** **Ordinance** **Resolution**

## EXECUTIVE SUMMARY

**BACKGROUND** See Attached

**SCOPE OF CONTRACT/AGREEMENT**

**BID AND AWARD**

**SCHEDULE**

**POLICY/GOAL CONSIDERATION**

## CURRENT AND FUTURE CIP FUNDING /FINANCIAL IMPACTS/DEBT SERVICE

| Year | To Date | 2013 | 2014 | 2015 | 2016 | Total |
|---|---|---|---|---|---|---|
| **Budget** | | | | | | **$ -** |
| | | | | | | |
| Prior Expenditures | | | | | | |
| PER | | | | | | - |
| Land/ROW | | | | | | - |
| Design/Survey | | | | | | - |
| Construction | | | | | | - |
| FF&E | | | | | | - |
| **Current Request** | | | | | | |
| | | | | | | **-** |
| Future Expenditures | | | | | | |
| PER | | | | | | - |
| Land/ROW | | | | | | - |
| Design/Survey | | | | | | - |
| Construction | | | | | | - |
| FF&E | | | | | | - |
| **Total Expenditures** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **Remaining Balance** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |

| | | | | | | |
|---|---|---|---|---|---|---|
| Debt Sold | | | | | | |
| Debt to Be Sold | | | | | | |
| **Annual Debt Service** | | | | | | |

## O&M IMPACT INFORMATION

| Year | 2012 | 2013 | 2014 | 2015 | 2016 |
|---|---|---|---|---|---|
| Operation and Maintenance Costs | | | | | |

## RECOMMENDED ACTION

PEARLAND
ECONOMIC DEVELOPMENT CORPORATION

# Memo

**TO:** Mayor and City Council
**FROM:** Matt Buchanan
**DATE:** April 2, 2012
**SUBJECT:** **Business Center Drive Extension**

**PROJECT SUMMARY:** The Corporation and staff have been discussing the possibility of utilizing a road assessment to complete the unfunded portion of Business Center Drive (BCD) between Broadway and County Road 59. In addition to the construction of BCD, the project includes improvements by Brazoria County to County Road 59 and the developer of the southern portion of the property, Parkside Capital, would construct a portion of the roadway and extend utilities. The total project cost is approximately $7.2M.

The Corporation Board of Directors has discussed funding $3.3M of roadway improvements with $2.2M to be repaid to the Corporation from the City's collection of assessments over an undetermined period of time. The remaining $1.1M would be a cost to the Corporation.

Attached you will find background information on the project, along with a map that shows the funded and unfunded roadway segments of BCD, and a proposed timeline for the assessment process. The project budget includes the potential assessment for each benefiting property owner along with the remainder of funds needed for the roadway and the source of funds for the entire project. Also attached is a memo that gives a summary of the assessment process.

**PRIOR ACTION:** In December of 2011 the Board authorized spending up to $35,000 for the City to conduct an enhancement study from Integra Realty Resources. The Corporation met on March 29th to discuss the results of the enhancement study and instructed staff to meet with City Council to discuss the Corporation funding the project with reimbursement through the assessment process.

**CURRENT ACTION:** The purpose of the workshop is to discuss the road assessment procedure and the possibility of the City utilizing the road assessment procedure and the Corporation funding the remaining portion of BCD.

**BUDGET FUNDING:** The Corporation's FY 2011-12 budget has no funds budgeted for the extension of Business Center Drive. The Corporation has adequate cash reserves to fund any necessary cost in the FY 2011-12 year and budget the remaining cost in FY 2012-13.

**ATTACHMENTS:**
1- Project Background
2- Map
3- Possible Timeline
4- Budget: Cost Estimates by Linear Foot and Total Project
5- Memo: City's Road Assessment Procedure

# PROJECT BACKGROUND

In 2008 PEDC funded a Preliminary Engineering Report (PER) that was conducted by the City to extend a four lane segment of Business Center Drive (BCD) from CR 59 to just south of Broadway. A four and two lane segment of the roadway has already been constructed south of Broadway as part of the Pearland Town Center development. The PER included a drainage study, survey, phase I environment assessment, signal warranty study and 30% plan and profile drawings.

At the same time, the City was working with Brazoria County to design the intersection of BCD with CR 59 which would require the relocation of the intersection of Southfork Parkway to match the new intersection of BCD. The County committed to reconstructing County Road 59 from SH 288 to a four lane segment that would taper to a two lane segment just west of the new intersection. The CR 59 northern right-of-way line is the southern boundary of the City limits in this area and the roadway is in the City of Manvel's ETJ.

The Corporation had budgeted $5.5M in FY 09-10 to construct Business Center Drive which was going to be funded through the issuance of debt. To-date the Corporation has spent $126,972 on the preliminary engineering report. This project was shelved in late 2009 as a result of the general downturn in the economy, lack of development partners and the high cost of the needed improvements to the Corporation.

**Benefit:** The benefit of the project is to provide access to 86 acres of undeveloped property in the immediate area that is zoned commercial. A secondary benefit is the roadway would provide alternative access to the interchange of Broadway and 288 allowing traffic to utilize Magnolia/Southfork to access both the Pearland and Shadow Creek Town Centers without needing to travel on FM 518. The project will also leverage additional public infrastructure improvements by private developers and Brazoria County.

**Parkside Capital:** In early 2011, PEDC and the City were approached by Parkside Capital who at the time were in negotiations and eventually purchased the southern 40 acres of the alignment of BCD from Compass Bank who had recently foreclosed on the property. Parkside's intention is to develop the infrastructure improvements, subdivide and sell lots to various end users.

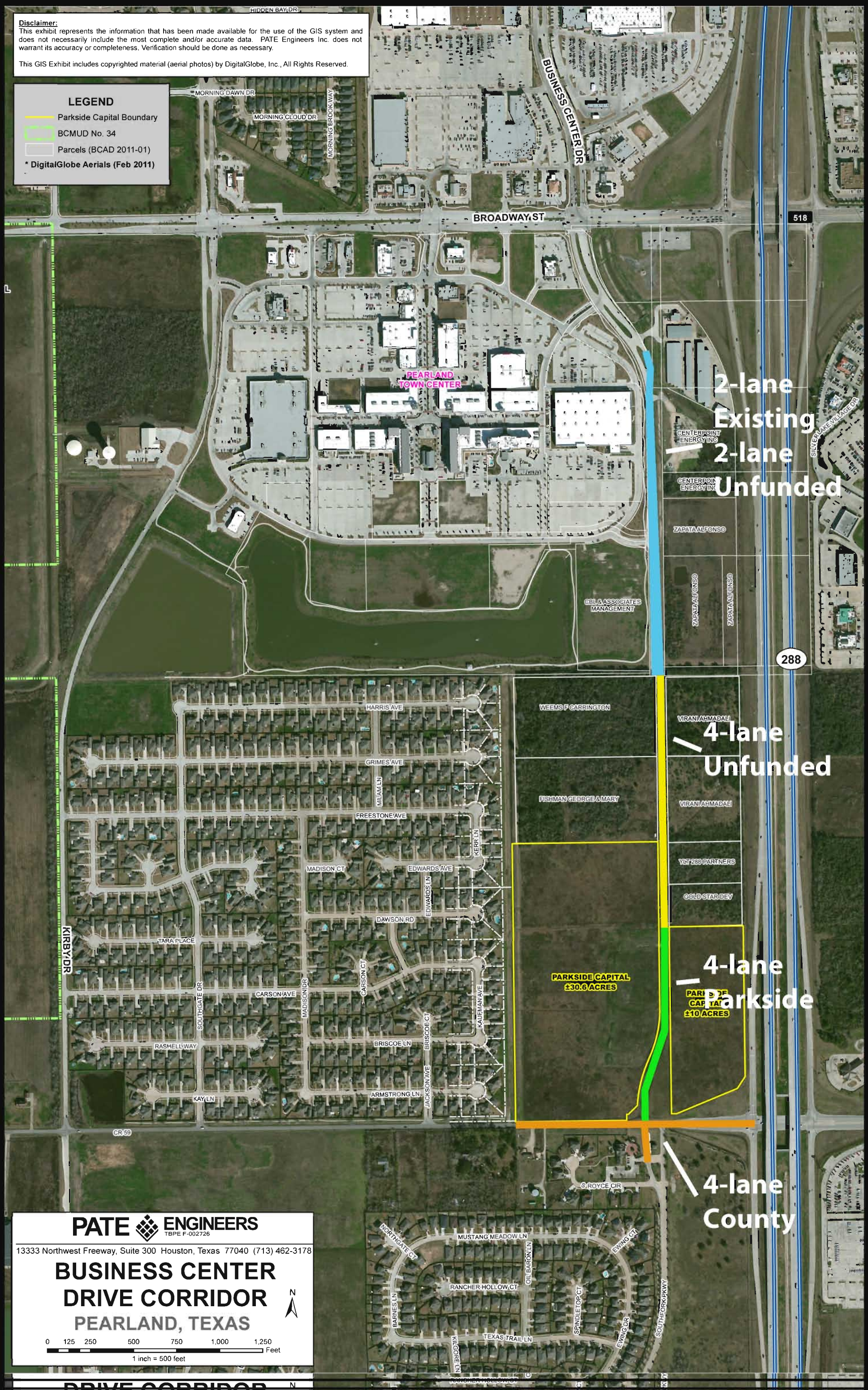
In May of 2011 the City entered into a development agreement with Parkside where the developer committed to the following: 1- ROW and Easements – Parkside secured from multiple property owners to the north both the necessary right-of-way and easements to construct the roadway and utilities to serve the area. 2- Sanitary Sewer and Water – Parkside agreed to finance the design and construction of the sanitary sewer from the intersection of Broadway and Business Center Drive to CR 59 including the installation of a sanitary lift station. They also will extend water from the southern boundary of the Pearland Town Center site to CR 59. Parkside will be reimbursed for these expenses from MUD 34. 3- Roadway - Parkside also committed to pay for the remaining design and engineering for BCD and to pay for the construction of the four lane segment of BCD up to the northern property line of their east parcel.

Parkside's total investment is estimated at $800,000 for the sewer and water, $357,045 for roadway design and $1.5M for the construction of a portion of BCD. In May the City also entered into an interlocal agreement with Brazoria County where the County agrees to complete the improvements to CR 59 at a cost of approximately $1.1M.

The last component of this project is the financing of the roadway north of Parkside Capital's tract to the current terminus of BCD to the north. The total cost of the roadway is estimated at $4.8M and for the remainder of the roadway is estimated at $3.3M. Nine separate owners have frontage along BCD to the north of Parkside's tract making the likelihood of all of them coming together to finance the remaining segment highly unlikely.

**Road Assessment**: An option is for the Corporation to finance the remaining $3.3M of cost for the roadway with a portion to be repaid to the Corporation by the City utilizing a road assessment. The City and Corporation would have a financing agreement that would outline this process. The remaining cost not repaid by the City would be a cost to the Corporation.

In December the Corporation approved funds for the City to conduct the necessary enhancement study to determine the roadway's benefit to surrounding property owners. State law allows the City to assess the benefiting property owners no more than the value of the special benefit conveyed or 90% of the improvement cost, whichever is less. The study showed that all the property owners, except two, will benefit by more than the cost of the improvements and as a result are assessed 90% of the improvements cost. The total upfront outlay of funds for the Corporation will be $3.3M with $2.2M to be repaid to the Corporation from the City through the assessment proceeds over an undetermined period of time. The remaining $1.1M would be a cost to the Corporation.




DRIVE CORRIDOR

# Business Center Drive Timeline

As of March 23, 2012

| | |
|---|---|
| March 29 | PEDC Meeting – Discuss City Council Workshop, Review Enhancement Study and Cost Estimates |
| April 9 | City Council Meeting – Workshop to discuss assessment process and enhancement study. |
| April 12 | Send letters to property owners requesting a meeting to discuss project and assessment procedure. |
| April 16 to May 4 | Property Owner meetings (9 separate owners) |
| May 9 | PEDC – Notice of Public Hearing on expenditure |
| | City Assessment Notification |
| May 9 | 1st Notice of Public Hearing in newspaper (21 days before PH)<br>Mail Notice of Public Hearing to property owners (14 days before PH) |
| May 16 | 2nd Notice of Public Hearing in newspaper |
| May 23 | 3rd and Final Notice of Public Hearing in newspaper |
| May 31 | PEDC Board of Directors Meeting –<br>1. Public Hearing on expenditure<br>2. Consideration of Financing Agreement with City |
| June 4 | City Council Meeting - Public Hearing on assessment ordinance |
| June 11 | City Council Meeting –<br>1. 1st Consideration of ordinance assessing the properties not more than the value of the special benefit conveyed or 90% of the improvement cost, whichever is less.<br>2. Consideration of Financing Agreement with PEDC |
| June 25 | City Council Meeting –<br>2nd and Final Consideration of ordinance assessing the properties not more than the value of the special benefit conveyed or 90% of the improvement cost, whichever is less. |

# Business Center Drive - Broadway to CR59

Estimated Roadway Cost per Linear Foot of Frontage
3/20/2012

| BCD Roadway Items | Cost |
|---|---|
| PER Costs | $ 126,927 |
| BCD Construction Estimate (90% Plans) | $ 3,915,000 |
| Construction Contingency (10%) | $ 391,500 |
| Construction Management (3.5%) | $ 150,728 |
| Construction Inspection (3.5%) | $ 150,728 |
| Material Testing (1.5%) | $ 64,598 |
| Construction Administration (1%) | $ 43,065 |
| **BCD Roadway Total** | **$ 4,842,544** |
| **Cost per LF** | **$ 681** |

| Owner | Estimated LF of Frontage | Pro-Rated Share of Total Costs | Before and After Land Value by Owner: Value Before BCD Per Sq. Ft. | Value Before BCD Total | Value After BCD Per Sq. Ft. | Value After BCD Total | Benefit Value | Assessment by Owner: Roadway Assessment Percentage | Land Owner's Assessment | Remainder | Square Foot Cost: Square Feet | Acres | 100% Cost Per Sq. Ft. | Land Owner Cost Per Sq. Ft. | 2011 Assessed Land Value Per Sq. Ft. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Fishman, George | 494.48 | 336,948 | 1.25 | 543,955 | 6.75 | 2,937,357 | 2,393,402 | 90% | 303,253 | 33,695 | 435,164 | 9.99 | 0.77 | 0.70 | 0.12 |
| Varani, Rani | 990.95 | 675,251 | 1.50 | 683,064 | 8.50 | 3,870,696 | 3,187,632 | 90% | 607,726 | 67,525 | 455,376 | 10.45 | 1.48 | 1.33 | 1.00 |
| Parkside - 2 Lane Segment | 504.53 | 343,796 | 2.00 | 866,844 | 6.75 | 2,925,599 | 2,058,755 | 90% | 309,416 | 34,380 | 433,422 | 9.95 | 0.79 | 0.71 | 0.80 |
| Weems, F. Carrington | 496.55 | 338,358 | 2.50 | 1,090,090 | 8.00 | 3,488,288 | 2,398,198 | 90% | 304,522 | 33,836 | 436,036 | 10.01 | 0.78 | 0.70 | *0.04* |
| Goldstar | 247.23 | 168,467 | 2.50 | 284,773 | 9.00 | 1,025,181 | 740,408 | 90% | 151,620 | 16,847 | 113,909 | 2.61 | 1.48 | 1.33 | 1.00 |
| YLT 288 Partners | 247.38 | 168,569 | 2.50 | 284,773 | 9.00 | 1,025,181 | 740,408 | 90% | 151,712 | 16,857 | 113,909 | 2.61 | 1.48 | 1.33 | 1.00 |
| Zapata, Alfonso | 1013.42 | 690,563 | 7.50 | 3,267,000 | 8.50 | 3,702,600 | 435,600 | 63% | 435,600 | 254,963 | 435,600 | 10.00 | 1.59 | 1.00 | 1.00 |
| CenterPoint Energy | 636.96 | 434,036 | 8.50 | 1,879,070 | 9.50 | 2,100,137 | 221,067 | 0% | - | 434,036 | 221,067 | 5.08 | 1.96 | - | *0.50* |
| 288/Sugarland LP | 238.47 | 162,498 | | | | | | 0% | - | 162,498 | 184,456 | 4.23 | 0.88 | - | *5.00* |
| **Sub-Total Unfunded Roadway Portion** | | **3,318,485** | **Total** | **8,899,569** | | **21,075,039** | **12,175,470** | **Total** | **2,263,850** | **1,054,635** | **2,828,939** | **64.94** | **1.17** | **0.80** | |
| Parkside - 4 Lane Segment | 2236.6 | 1,524,059 | | | | | | | | | | | | | |
| **Sub-Total Funded Roadway Portion - Parkside** | | **1,524,059** | | | | | | | | | | | | | |
| **BCD Roadway Total** | **7106.57** | **4,842,544** | | | | | | | | | | | | | |

| Other Costs | Cost |
|---|---|
| BCD Roadway Design Costs | 357,045 |
| CR 59 Roadway Improvements Estimate | 1,042,031 |
| BCD Sanitary and Water Cost Estimate | 979,857 |
| **Total** | **2,378,933** |

| | |
|---|---|
| **Total Cost of All Improvements** | **7,221,477** |

| Initial Source of Funds for All Improvements | | |
|---|---|---|
| County | 1,042,031 | 14% |
| City-PEDC (Before Assessments are paid) | 3,318,485 | 46% |
| MUD #34 (Sanitary and Water) | - | |
| Developer (Parkside) | 2,860,961 | 40% |
| Landowners | | |
| **Total** | **7,221,477** | 100% |

| Source of Funds for All Improvements after Assessments Paid | | |
|---|---|---|
| County | 1,042,031 | 14% |
| City-PEDC (After Assessments are paid) | 1,054,635 | 15% |
| MUD #34 (Developer Reimbusement Utilities) | 979,857 | 14% |
| Developer (Parkside) | 2,190,521 | 30% |
| Landowners | 1,954,434 | 27% |
| **Total** | **7,221,477** | 100% |

**Notes:**

All land owners except Zapata and Centerpoint are paying for 90% of their pro-rated share of the cost of the improvements.
Zapata and Centerpoint can only pay for the lesser of the enhancement value or 90% of the pro-rated construction cost.
Centerpoint parcel is developed so we assume no assessment will be paid.
288/Sugarland LP is the storage facility which already has 4-lane access so we did not complete an enhancement study and assume no assessment will be paid.

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TO: BILL EISEN, CITY MANAGER

FROM: NGHIEM V. DOAN, DEPUTY CITY ATTORNEY

DATE: JANUARY 5, 2009

SUBJECT: ROAD ASSESSMENT PROCEDURE

Chapter 313 of the Texas Transportation Code sets forth a procedure whereby a municipality may improve a road within its limits and assess up to 90% of the improvement cost[1] against the abutting properties. A valid assessment constitutes a lien on the property *and* a personal liability against the property owner, even if the owner was not specifically named in the assessment.[2] There are strict rules regarding the giving of notice and the holding of a public hearing. In addition, certain findings must be made regarding the value of the improvement.

The threshold determination that a city must make before imposing this type of assessment is whether any special benefits would be conferred upon the abutting properties as a result of the road improvements. The Texas Supreme Court has defined a special benefit as an enhancement more localized in nature than the general improvement received throughout the community, but not necessarily unique to a given piece of property.[3] The existence of a special benefit is crucial because an assessment levied only against the abutting properties and not applicable citywide constitutes a special tax, which is constitutional **only** if: (1) the road improvements confer special benefits to the abutting properties, and (2) the amount assessed does not exceed the value of the special benefits conferred.[4] There is no presumption of a special benefit simply by virtue of the improvement of the abutting road.[5] As a practical matter, the existence and amount of the special benefit must be ascertained by having an appraisal expert conduct an enhancement study. The results of said study will provide the City Council with the evidentiary basis upon which to determine that a special benefit will be conferred, as well as the value of said special benefit which thus sets the maximum amount that may be assessed the abutting properties.

In addition to the enhancement study, the city must prepare an estimate of the cost of the road improvements, before any work is done or the required hearing is held.[6] The total assessment cannot exceed the lesser of 90% of the cost of the road improvement or the value of the special benefits conferred upon the abutting properties. The assessment must be apportioned among the parcels by the front foot rule unless the City Council finds that injustice or inequality would result, in which case the City Council shall determine an alternate method of

apportionment that it deems just and equitable, considering the enhancement in value received by each property, the equities of the owners, and the goal of achieving substantial equality of benefits received and burdens imposed.[7]

An assessment made under this chapter is valid only if a public hearing is held and proper notice given. Notice of the hearing shall be given two different ways: (1) publication at least three times in a newspaper **published** in the city, with the date of first publication at least 21 days before the hearing date; and (2) written notice mailed to the owners of the abutting properties as shown in the city's tax rolls at least 14 days before the hearing date.[8] The notice shall contain the following information: (1) a general description of the proposed road improvement, including the part of the road to be improved; (2) the estimated total cost of the improvement; (3) the proposed amount per front foot to be assessed against the abutting properties and their owners; and (4) the time and place of the hearing.[9] Strict compliance to these rules is a prerequisite for the validity of the road assessment.[10]

The public hearing shall be conducted before the City Council. An owner of property abutting a proposed road improvement is entitled to be heard, and may contest: (1) the amount of the proposed assessment; (2) the lien and liability for the assessment; (3) the special benefit conferred by the proposed improvement to the abutting property; and (4) the accuracy, sufficiency, regularity, or validity of the proceedings or the contract for the proposed improvement. The City Council is allowed to correct any error, inaccuracy, irregularity, invalidity, or deficiency; determine the amount of an assessment; determine any other necessary matter; and by ordinance end the hearing and impose the assessment before, during, or after the construction of the improvement.[11] Cities are allowed to pay for the cost of the improvements in full up front and then recover part of that cost by assessments against abutting properties.[12]

After the City Council adopts an assessment ordinance, the only avenue of appeal for a property owner is by filing within 15 days after the date the assessment is imposed. Failure to bring suit in that time precludes an abutting property owner from contesting the assessment in any way.[13] The city may make changes to its plans or the contract for the improvement, but any change that substantially affects the nature or quality of an improvement shall not be effective unless the City Council determines, by two-thirds vote, that it is impractical to proceed with the improvement, and new notice is given and a new hearing is held.[14] Liens authorized by this chapter are not effective against property that is the owner's homestead. The assessment of a homestead property is allowed, and the owner of said property is still personally liable for the assessment, but no lien may attach to said property.[15]

In summary, to assess abutting properties for road improvements pursuant to Chapter 313, the steps to be followed are as follows:

1) Prepare a cost estimate for the proposed improvement;
2) Conduct an enhancement study to determine the existence and amount of special benefits;
3) Give notice of the hearing by publication in a Pearland newspaper three times, with the first date of publication at least 21 days before the hearing date;
4) Mail notices of hearing to all record owners of abutting property, as shown by tax rolls, at least 14 days before the hearing date;

5) Hold hearing before City Council and allow abutting property owners to speak and present evidence;
6) City Council adopts ordinance closing the hearing and assessing the properties not more than the value of the special benefit conveyed or 90% of the improvement cost, whichever is less;
7) Construction of the improvement may start anytime after Step 2.

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[1] § 313.042
[2] § 313.042 (e)
[3] *Haynes v. City of Abilene,* 659 S.W.2d 638, 641-42 (Tex. 1983).
[4] *Id.* at 641; *City of Grand Prairie v. Sisters of the Holy Family of Nazareth*, 868 S.W.2d 835 (Tex. App.—Dallas 1993, writ denied); § 313.048 (d).
[5] *Id.*
[6] § 313.024
[7] § 313.044
[8] § 313.047
[9] *Id.*
[10] *Realty Trust Co. v. Lindsey*, 105 S.W.2d 210 (Tex. 1937).
[11] § 313.048
[12] *Cook v. City of Addison*, 656 S.W.2d 650 (Tex. App.—Dallas 1983, writ ref'd n.r.e.).
[13] § 313.049
[14] § 313.053
[15] § 313.051

Vernon's Texas Statutes and Codes Annotated Currentness
Transportation Code (Refs & Annos)
Title 6. Roadways
Subtitle E. Municipal Streets
Chapter 313. Street Improvements and Assessments in Certain Municipalities (Refs & Annos)
Subchapter A. General Provisions

**§ 313.001. Definitions**

In this chapter:

(1) "Cost" includes an expense of engineering and other expense incident to construction of an improvement.

(2) "Governing body" means the governing body of a municipality.

(3) "Highway" includes any part of a street, alley, public place, or square, including a part left wholly or partly unimproved in connection with another street improvement.

(4) "Improvement" includes the following, liberally construed:

(A) filling, grading, raising, paving, or repairing a highway in a permanent manner;

(B) constructing, realigning, or repairing a curb, gutter, or sidewalk;

(C) widening, narrowing, or straightening a highway; and

(D) an appurtenance or incidental to an improvement, including a drain or culvert.

**§ 313.002. Applicability of Chapter**

This chapter applies only to a municipality that has a population of more than 1,000.

**§ 313.003. General Powers of Governing Body**

(a) The governing body of a municipality may:

(1) determine the necessity for and order the improvement of a highway in the municipality;

(2) contract for the construction of the improvement in the name of the municipality; and

(3) provide for the payment of the cost of the improvement by the municipality or partly by the municipality and partly by assessments as provided by this chapter.

(b) The governing body by resolution, motion, order, or ordinance may exercise a power granted by this chapter unless this chapter specifically prescribes that the governing body act by ordinance.

(c) The governing body by resolution or ordinance may adopt rules appropriate to:

(1) the exercise of a power granted by this chapter;

(2) the method and manner of ordering or holding a hearing; and

(3) giving notice of a hearing.

**Subchapter B. Improvements**

**§ 313.021. Highway Improvements Authorized**

(a) A municipality may improve a highway within its limits.

(b) A municipality that has a population of more than 285,000 may make an improvement on a highway outside the municipality's limits if the improvement does not extend more than 150 feet from the municipal limits.

**§ 313.022. Contract for Improvement of Boundary Highway**

(a) A municipality may contract with another municipality for one municipality to make an improvement to a part of a highway as provided by this chapter and for the other to pay a part of the cost of the improvement if:

(1) the boundary between the municipalities is on or along the highway or the edge of the highway; and

(2) the governing bodies of the municipalities determine the improvement is necessary.

(b) Either municipality may use its money for the improvement under the contract without regard to whether the highway is within the municipality's limits.

**§ 313.023. Payment for Improvement**

Payment for an improvement under this chapter may be paid entirely by the municipality or may be paid partly by the municipality and partly by property abutting the part of the highway ordered to be improved and the owners of that property.

**§ 313.024. Estimate of Cost**

If part of the cost of an improvement is to be paid by the property abutting the part of the highway to be improved and the owner of the property, the governing body shall prepare an estimate of the cost of the improvement before the improvement is constructed and before the hearing provided by Section 313.048 is held.

**Subchapter C. Assessments**

**§ 313.041. Definition**

In this subchapter, "railway" includes a street railway and an interurban.

**§ 313.042. Assessment Ordinance**

(a) The governing body of a municipality by ordinance may assess the cost of an improvement under this chapter against property that abuts the highway or part of the highway the municipality orders to be improved and against the owner of the property.

(b) Except as provided by Subsection (c), the governing body may not assess more than nine-tenths of the estimated cost of an improvement against properties or their owners.

(c) The entire cost of constructing, repairing, or realigning a curb, gutter, or sidewalk may be assessed against the property and its owner.

(d) The ordinance may:

(1) prescribe the terms of payment and default of the assessment; and

(2) prescribe the rate of interest to be paid on the assessment, not to exceed the greater of:

(A) eight percent a year; or

(B) the rate payable by the municipality on its most recently issued general obligation bonds, determined as of the date of the notice provided by Section 313.047.

(e) An assessment against abutting property is:

(1) a lien on the property that is superior to any other lien or claim except a lien or claim for ad valorem taxes; and

(2) a personal liability and charge against the owner of the property, regardless of whether the owner is named.

**§ 313.043. Assessment Against Parcels Owned Jointly**

(a) A single assessment may be made against multiple parcels of property owned by the same person.

(b) Property owned jointly may be assessed jointly.

**§ 313.044. Assessment Apportioned Under Front Foot Rule Unless Inequitable**

(a) A cost of an improvement that is assessed against abutting property and the owners of the property shall be apportioned among the parcels of abutting property and the owners of the property in accordance with the front foot rule.

(b) If, in the opinion of the governing body, the application of the front foot rule in a particular case would result in injustice or inequality, the governing body shall apportion and assess the costs in the proportion it determines just and equitable, considering:

(1) the special benefit the property and the owner receive in enhanced value to the property;

(2) the equities of the owners; and

(3) the adjustment of the apportionment so as to produce a substantial equality of benefits received and burdens imposed.

(c) The entirety of a parcel of real property abutting the highway proposed for assessment is subject to the assessment irrespective of subdivision or partial sale after the date on which the notice was mailed if:

(1) an assessment is imposed by ordinance; and

(2) the municipality has delivered to the county clerk for recording a notice of the proposed assessment that describes, or describes by reference, each abutting parcel.

**§ 313.045. Assessment or Tax on Railways for Certain Improvements**

(a) The governing body of a municipality may assess against a railway that uses, occupies, or crosses a highway the cost of a highway improvement in the area between, under, or in the area extending two feet outside of the railway's rails, tracks, double tracks, turn outs, or switches.

(b) The governing body by ordinance may impose a special tax on the railway and its roadbed, ties, rails, fixtures, rights, and franchises.

(c) The tax imposed under Subsection (b) is a lien on the railway and its roadbed, ties, rails, fixtures, rights, and franchises that is superior to any other lien or claim except county or municipal ad valorem taxes.

(d) A tax lien imposed under Subsection (c) may be enforced by:

(1) sale of the property in the manner provided by law for the collection of ad valorem taxes by the municipality; or

(2) suit.

(e) The ordinance imposing the special tax must prescribe the terms of payment of the tax.

(f) The rate of interest may not exceed the greater of:

(1) eight percent a year; or

(2) the rate payable by the municipality on its most recently issued general obligation bonds, determined as of the date of the notice provided by Section 313.047.

(g) If the special tax imposed under Subsection (b) is not paid when due, the municipality may collect the tax, interest, expenses of collection, and reasonable attorney's fees, if incurred.

(h) The governing body may issue assignable certificates in evidence of an assessment as provided by Section 313.052.

**§ 313.046. Assessment for Improvement of Boundary Highway**

(a) If part of the boundary of a municipality is on or along a highway, the municipality may improve that part of the highway and assess a part of the cost of the improvement against the abutting property on both sides of the highway as provided by Section 313.048.

(b) If the highway is wholly or partly in another municipality, the improvement and assessments are subject to consent of the governing body of the other municipality.

(c) An assessment imposed under Section 313.048 against abutting property that is in a municipality other than the

municipality initiating the improvement is valid only if the governing body of the other municipality by ordinance or resolution ratifies the assessment.

(d) A person who owns or claims the abutting property has, in addition to the right of appeal provided by Section 313.049, the right of appeal from an assessment for 15 days after the date the ratifying ordinance or resolution is adopted by the governing body of the other municipality.

(e) If the governing body of the other municipality does not ratify the assessment within 30 days after the date of the ordinance or resolution imposing the assessment, the municipality that initiated the improvement may repeal and annul all of the assessment proceedings, including a contract for the improvement.

(f) The failure of the governing body of the other municipality to ratify an assessment does not affect the validity of an assessment imposed against property that is in the municipality that initiated the improvement.

**§ 313.047. Notice of Hearing on Assessment**

(a) An assessment may be made against an abutting property or its owner or against a railway or its owner only after notice and opportunity for hearing as provided by this section and Section 313.048.

(b) Notice of the hearing shall be published at least three times in a newspaper published in the municipality in which the assessment tax is to be imposed. If the municipality does not have a newspaper, the notice shall be published in the newspaper that is published nearest to the municipality and that is of general circulation in the county in which the municipality is located.

(c) The first publication of the notice shall be made not later than the 21st day before the date of the hearing.

(d) In addition to the notice required by Subsection (c), written notice of the hearing shall be given by mail, postage prepaid, deposited at least 14 days before the date of the hearing, and addressed to the owners of the properties abutting the part of the highway to be improved, as the names and addresses of the owners are shown on the rendered tax roll of the municipality. If the names of the respective owners do not appear on the rendered tax roll, the notice shall be addressed to the owners as their names and addresses are shown on the unrendered tax roll of the municipality.

(e) If a special tax is proposed to be imposed against a railway that uses, occupies, or crosses a part of a highway to be improved, the additional notice shall be given by mail, postage prepaid, deposited at least 14 days before the date of the hearing, and addressed to the railway as shown on the rendered tax roll of the municipality. If the name of the railway does not appear on the rendered tax roll of the municipality, the notice shall be addressed to the railway as its name and address are shown on the unrendered tax roll of the municipality.

(f) The notice is sufficient, valid, and binding on each person who owns or claims an interest in the property or the railway if the notice:

(1) describes in general terms the nature of the improvement for which the proposed assessment is to be imposed;

(2) states the part of the highway to be improved;

(3) states the estimated amount per front foot proposed to be assessed against the owners of abutting property and the property on which the hearing is to be held;

(4) states the estimated total cost of the improvement on each part of the highway;

(5) states the amount proposed to be assessed for the improvements proposed to be constructed in part of the area between, under, and two feet outside of rails, tracks, double tracks, turnouts, or switches of a railway; and

(6) states the time and place of the hearing.

(g) The mailed notice may consist of a copy of the published notice.

(h) If an owner of property abutting a part of a highway proposed to be improved is listed as "unknown" on the municipal tax roll or if the name of an owner is shown on the municipal tax roll but no address for the owner is shown, it is not necessary to mail a notice. If the owner is shown as an estate, the notice may be mailed to the address of the estate.

**§ 313.048. Hearing**

(a) A hearing under this subchapter shall be before the governing body of the municipality.

(b) The owner of property abutting a proposed improvement or the owner of an affected railway is entitled to:

(1) be heard on any matter for which a hearing is a constitutional prerequisite to the validity of an assessment under

this chapter; and

(2) contest:

(A) the amount of the proposed assessment;

(B) the lien and liability for the assessment;

(C) the special benefit of the proposed improvement to the abutting property and the owner of the abutting property; and

(D) the accuracy, sufficiency, regularity, or validity of the proceedings or contract for the improvement and proposed assessment.

(c) The governing body may:

(1) correct an error, inaccuracy, irregularity, or invalidity;

(2) supply a deficiency;

(3) determine the amount of an assessment;

(4) determine any other necessary matter; and

(5) by ordinance, end the hearing and impose the assessment before, during, or after the construction of the improvement.

(d) An assessment may not:

(1) exceed the enhanced value to the property as determined at the hearing; or

(2) be made to mature before the municipality accepts the improvement for which the assessment is imposed.

**§ 313.049. Appeal of Assessment**

(a) A person who owns or claims an interest in assessed property or in an assessed railway may bring suit to contest:

(1) the amount of the assessment;

(2) an inaccuracy, irregularity, invalidity, or insufficiency of the proceedings or contract relating to the assessment or the improvements; or

(3) any matter or thing not in the discretion of the governing body.

(b) The suit must be brought not later than the 15th day after the date the assessment is imposed.

(c) After the period provided by Subsection (b), a person who fails to bring suit:

(1) waives every matter the hearing might have addressed; and

(2) is barred from contesting or questioning in any manner or for any reason:

(A) the assessment;

(B) the amount, accuracy, validity, regularity, or sufficiency of the assessment;

(C) the assessment proceedings; or

(D) a contract relating to the assessment or the improvement.

(d) This section applies to an assessment made under Section 313.048 or 313.050.

**§ 313.050. Correction of Assessments**

If an assessment is determined to be invalid or unenforceable, the governing body of the municipality may:

(1) supply any deficiency in the assessment proceedings;

(2) correct any mistake or irregularity in connection with the assessment; and

(3) at any time, make and impose a subsequent assessment after notice and hearing as nearly as possible in the manner this chapter provides for an original assessment and subject to the provisions of this chapter regarding special benefits.

**§ 313.051. No Lien on Exempt Property; Liability of Owner**

(a) This chapter does not authorize a lien against an interest in property that, at the time an improvement is ordered, is exempt from any lien created by an assessment for a street improvement.

(b) Notwithstanding Subsection (a), the owner of exempt property is personally liable for an assessment in connection with the property.

(c) The omission of an improvement fronting exempt property does not invalidate the lien or liability for an assessment made against nonexempt property.

**§ 313.052. Assessment Certificates**

(a) The governing body may issue in the name of the municipality an assignable certificate to evidence an assessment imposed. The certificate may declare the lien on the property and the liability of the owner of the property regardless of whether the owner is correctly named. The governing body may determine the terms of the certificate.

(b) A recital in a certificate that states substantially that the procedure for making the improvement was in compliance with law and that all prerequisites to creating the assessment lien on the property the certificate describes and to creating the personal liability of the property owner were performed is prima facie evidence of those matters.

(c) Subsection (b) applies to a recital in a certificate that evidences an assessment under Section 313.048 or 313.050.

**§ 313.053. Changes in Proceedings; Procedure**

(a) The governing body of a municipality may change a plan, method, or contract for an improvement or other proceeding related to a plan, method, or contract for an improvement.

(b) A change that substantially affects the nature or quality of an improvement may not be made unless the governing body determines, by a two-thirds vote, that it is impractical to proceed with the improvement.

(c) If a substantial change is made after a hearing has been ordered or held, the governing body, in the same manner and with the same effect as provided for an original notice and hearing, shall:

(1) make a new estimate of cost;

(2) order and hold a new hearing; and

(3) give new notices.

(d) If an improvement is abandoned, the new estimate, hearing, and notices are not required.

(e) A change in or abandonment of an improvement must be with the consent of the person who contracted with the municipality for the construction of the improvement.

(f) If an improvement is abandoned, a municipality shall adopt an ordinance that has the effect of canceling:

(1) any assessment imposed for the abandoned improvement; and

(2) all other proceedings relating to the abandoned improvement.

**§ 313.054. Enforcement of Assessment; Priority of Lien; Defenses**

(a) An assessment under this subchapter:

(1) is collectible with interest, expense of collection, and reasonable attorney's fees, if incurred;

(2) is a first and prior lien on the property on which the lien is created from the date the municipality orders the improvement; and

(3) is superior to any other lien or claim other than a lien or claim for county, school district, or municipal ad valorem taxes.

(b) A lien against property or the personal liability of a property owner that arises from an assessment made under this subchapter may be enforced by:

(1) suit; or

(2) sale of the property assessed in the manner provided by law for sale of property for municipal ad valorem taxes.

(c) In a suit on an assessment for which a certificate has been issued, it is sufficient to allege the substance of the recitals in the certificate and that the recitals are true. Additional allegations about the assessment proceedings are not necessary in the suit.

(d) In a suit to enforce an assessment, the only defenses are that:

(1) the notice of the hearing:

(A) was not mailed as required;

(B) was not published; or

(C) did not contain the substance of a requirement prescribed for the notice; or

(2) the assessment exceeded the amount of the estimate.

**§ 313.055. Chapter Not Affected by Statements or Actions of Municipal Officers or Employees**

Nothing said or done by an employee or officer of a municipality, including a member of the governing body of the municipality, as shown in the municipality's written proceedings and other records, affects this chapter.

Current through the end of the 2007 Regular Session of the 80th Legislature

END OF DOCUMENT

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# Workshop Item No.2

2. **COUNCIL INPUT AND DISCUSSION:** REGARDING THE PROPOSED ETHICS ORDINANCE. *Mr. Darrin Coker, City Attorney*

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

| | |
|---|---|
| **AGENDA OF: 4-9-12** | **ITEM NO.:** Workshop Item No. 2 |
| **DATE SUBMITTED:** | **DEPARTMENT OF ORIGIN: City Council** |
| **PREPARED BY: Darrin Coker** | **PRESENTOR: Darrin Coker** |
| **REVIEWED BY: NA** | **REVIEW DATE: NA** |

**SUBJECT: Proposed Ethics Ordinance**

**EXHIBITS: Draft Ordinance and Rule of Procedure**

**EXPENDITURE REQUIRED:** **AMOUNT BUDGETED:**
**AMOUNT AVAILABLE:** **PROJECT NO.:**
**ACCOUNT NO.:**

**ADDITIONAL APPROPRIATION REQUIRED:**
**ACCOUNT NO.:**
**PROJECT NO.:**

**To be completed by Department:**
☐ **Finance** ☐ **Legal** ☐ **Ordinance** ☐ **Resolution**

## EXECUTIVE SUMMARY

The City Council recently conducted two workshops on a proposed ethics ordinance. Since that time, I have revised the draft ordinance to address the issues raised during the most recent workshop. The revisions are as follows:

**Sec. 2-77**- There were two minor changes to this section that clarified the meaning of "economic effect" and replaced the term "section" with the term "Article."

**Sec. 2-78**- This section originally had unintended consequences because of its overly broad application. I narrowed its application by requiring council members or administrative board members to disclose when they have a substantial interest in a significant contract with their respective board. As a reminder, Section 2-77 contemplates the city official being **both,** an official and having a substantial interest, when a vote is taken. Section 2-78 contemplates the individual being a city official **or** having a substantial interest prior to or after a vote. The following represents the different scenarios presented in Sections 2-77 and 2-78:

**Section 2-77 Conflict**

CITY OFFICIAL **WITH** A SUBSTANTIAL INTEREST-------VOTE

**Section 2-78 Conflict**

CITY OFFICIAL -------VOTE-------SUBSTANTIAL INTEREST ARISES; or

SUBSTANTIAL INTEREST ARISES------VOTE------BECOMES CITY OFFICIAL

This section was also revised to apply to former council members or administrative board members for 12 months after they leave office. Consequently, a former city official could accept employment with a business entity that contracted with the city when the city official was serving, but the former city official is required to disclose the substantial interest by filing an affidavit.

**Sec. 2-83**- Subsection (b) of this section was removed as a result of the revisions to Section 2-78.

**Sec. 2-88**- This section clarifies the deadlines for filing a complaint. There is a one year deadline or the 90th day after which the violation became known or reasonable should have been known.

**Sec.2-89**- This section was revised to eliminate the possibility of the city attorney having to make conclusions regarding the allegations in the complaint, and to clarify that the city attorney's report is not evidence that can be considered by the review panel.

In addition to these revisions, I have also included a draft Rules of Procedure that would be used to govern the hearing process.

## CHAPTER 2, ADMINISTRATION; ARTICLE V, ETHICS

### Sec. 2-73. - General statement.

It is the policy of the city council of the City of Pearland to hold its members and the city's other appointed officials to the highest standards of ethical conduct. The city council believes that it has a responsibility to make every reasonable effort to assure the citizens of Pearland that their elected and appointed officials will always place the public's interest above their own. To that end, the city council has concluded that current state laws regulating the conduct of local public officials should be supplemented by adopting additional regulations for the city's elected and appointed officials.

### Sec. 2-74. - Ethical values.

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 themselves 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 purpose and principles set out in this Article, the city council has determined that it is advisable to enact rules of ethical conduct to govern city officials. 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.

**Sec. 2-75. - Definitions.**

In this Article:

*Administrative board* means any board, commission, or other organized body:

**(a)** That has, by law, final decision-making authority on matters within its jurisdiction and that is either:

(1) established under the City Charter, by state law, or by city ordinance; or

(2) whose members are all council members or are appointed or confirmed by the city council; or

**(b)** That is the governing body of a non-profit economic development corporation created by the city council under the authority of the Development Corporation Act of 1979, as amended.

*Advisory board* means a board, commission, or other organized body other than an administrative board, that was created by an act of the city council whose members are appointed or confirmed by the city council and are charged with making recommendations to the city council on matters within its jurisdiction.

*City official* means a member of the city council, an administrative board, or an advisory board.

*Review panel* means the body charged with reviewing and acting on complaints and requests for declaratory relief filed under this article.

**Sec. 2-76. - Covered officials.**

The rules of ethical conduct contained in this Article shall apply generally to city officials and in certain defined circumstances to candidates for city council and former city officials.

**Sec. 2-77. - Conflicts of interest; matters for consideration.**

**(a)** A city official shall abstain from participation in discussion of and any vote on a matter, and shall file an affidavit stating the nature and extent of his or her interest in a matter, if action on the matter by the body on which the city official serves will have an special economic effect that is distinguishable from its effect on the public on any of the following:

**(1)** The city official;

**(2)** The city official's outside employer or client;

**(3)** The city official's spouse, parent, or child; or

**(4)** A public or private business entity for which the city official, the official’s spouse, parent, or child serves as a director, general partner, or officer, or in any other policy making position.

**(b)** A city official shall abstain from participation in, discussion of, and any vote on a matter involving a person or business entity if, within the 12 months preceding the date of the vote, the city official was required to file a conflicts disclosure statement under Chapter 176 of the Local Government Code relating to that person or business entity.

**(c)** A city official shall abstain from participation in, discussion of, and any vote on a matter involving a business entity if:

> **(1)** The city official, or the official's spouse, parent, or child, has a substantial interest in another business entity that has had one or more business transactions with the business entity involved in the matter to be voted on;
>
> **(2)** The business transaction or transactions occurred within the 12 months immediately preceding the date of the matter to be voted on; and
>
> **(3)** The business transaction or transactions resulted in a payment or payments totaling more than $10,000.00.

A city official required to abstain from voting under the preceding paragraph (c) must file an affidavit stating the nature and extent of the interest in the business entity. For purposes of this Article, a "business entity" and "substantial interest in business entity" have the meanings respectively provided for in V.T.C.A., Government Code, § 171.001(2) and § 171.002(a), as amended.

**(d)** Affidavits of conflict of interest filed pursuant to the requirements of this Articlesection or state law shall be filed with the city secretary before any vote on the matter and as soon as possible after the city official becomes aware of the need to file the affidavit.

**(e)** A city official who is required to abstain from participation in a matter under this section or under state law shall leave the room where the meeting is held during any discussion of, and vote on, the matter.

**(f)** The abstention of a city official, pursuant to the requirements of this section or state law, shall be recorded in the minutes or audio recording of the meeting of the respective body on which he or she serves.

**Sec. 2-78. -– Disclosure of certain benefits required of Council member and administrative board member prohibited from benefitting from city business.**

**(a)** Except as provided below, noA council member or administrative board member shall havewho has a substantial interest, or whose spouse, parent, or child has a substantial interest in any significant contract or transaction involving the sale or lease of goods, real estate, or services, or the lending of credit, to or by the city shall disclose said interest within thirty (30) days of its discovery by filing an affidavit with the city secretary. This prohibition shall apply to a spouse, parent, or child of a councilmember or administrative board member.

**(b)** For the purposes of this section, the ownership of the stock or instruments of debt of a publicly traded company does not give the council member or administrative board member, or the member's spouse, parent, or child, a financial interest in any contracts or transactions that company has with the city, provided that the value of the interest held is less than five percent of the value of the company.

**(c)** For the purpose of this section, a contract or transaction is significant only if the total payments made by the city pursuant to the contract or transaction exceed $50,000.00 in the aggregate.

**(d)** This requirements of this section shalldoes notalso apply to a contract or transaction that occurred prior to the city council member of anor administrative board member described by Section 2-75 (b) with respect to a contract involving the sale or lease of goods, real estate, or services, or the lending of credit, to or by the economic development corporation. being elected or appointed to serve on their respective board.

**(e)** This section shall continue to apply to a council member or member of an administrative board member described by Section 2-75 (b) for the twelve (12) month period after such member leaves office.

**(f)** This section does not apply to the city's acquisition by eminent domain proceedings of an interest in land owned by a council member or administrative board member.

**(f)** A contract or transaction that is the subject of a violation of this section is void at the time the violation occurs. This shall be the sole sanction for any violation of this section.

**Sec. 2-79. - Disclosure of certain gifts to city officials.**

**(a)** Except as provided below, a city official who receives as a guest, a gift of food, lodging, transportation, or entertainment that reasonably appears to exceed $500.00 in value shall file with the city secretary within 30 calendar days after receiving the gift a written disclosure statement containing the following information:

> **(1)** A description of the gift of food, lodging, transportation, or entertainment that was received;
>
> **(2)** The date or dates on which the gift was received;
>
> **(3)** The name of the host who paid for, or provided, the gift; and
>
> **(4)** A statement that the aggregate value of the gift is believed to exceed the sum of $500.00.

**(b)** The requirements of (a), above, do not apply to a gift or other benefit conferred on account of kinship or a personal, professional, or business relationship that began before the recipient became a city official or candidate for city council.

**(c)** This section does not apply to any gift that is required to be and is reported under any other state law, including a required election campaign filing.

**Sec. 2-80. - Appearance on behalf of private interests of others.**

**(a)** A member of the city council shall not appear before the city council or any administrative board or advisory board for the purpose of representing the interests of another person or entity. However, a member of the city council may, to the extent otherwise permitted by law, appear before any such body to represent the member's own interests or the interests of the member's spouse or minor children.

**(b)** A city official who is not a member of the city council shall not appear before the body on which he or she serves for the purpose of representing the interests of another person or entity, and shall not appear before any other body for the purpose of representing the interests of another person or entity in connection with an appeal from a decision of the body on which the city official serves. However, the city official may, to the extent otherwise permitted by law, appear before any such body to represent the city official's own interests or the interests of the city official's spouse or minor children.

**Sec. 2-81. - Misuse and disclosure of confidential information.**

**(a)** It is a violation of this ethics code for a city official to violate V.T.C.A., Penal Code, § 39.06 (Misuse of Official Information), as amended.

**(b)** A city official shall not disclose to the public any information that is deemed confidential under any federal, state, local law, or council rules.

**Sec. 2-82. - Restrictions on political activity and political contributions.**

**(a)** No city official or candidate for city council shall meet with any employee or group of employees of the city for political campaign purposes while such employees are on duty unless part of an approved city council activity.

**(b)** No city official shall, directly or indirectly, coerce or attempt to coerce any city employee to:

> **(1)** Participate in an election campaign, contribute to a candidate or political committee, or engage in any other political activity relating to a particular party, candidate, or issue; or
>
> **(2)** Refrain from engaging in any lawful political activity.

**(c)** The following actions by city officials are not prohibited by this section:

**(1)** The making of a general statement encouraging another person to vote in an election;

**(2)** A solicitation of contributions or other support that is directed to the general public or to an association or organization; and

**(3)** The acceptance of a campaign contribution from a city employee.

**(d)** No city official shall use, request, or permit the use of city facilities, personnel, equipment, or supplies for the creation or distribution of materials to be used in a political campaign or for any other purpose in support of a political campaign. However, meeting rooms and other city facilities that are made available for use by the public may be used for political purposes by city officials under the same terms and conditions as they are made available for other public uses.

**Sec. 2-83. - Regulations applicable to former members of city council and administrative boards.**

**(a)** A former member of city council or an administrative board shall not use or disclose, for any reason or purpose except as herein permitted, confidential government information acquired during the member's service on the city council or an administrative board.. Thise prohibition shalldoes not apply if:

**(a1)** The information is no longer confidential;

**(b2)** The information involves reports of illegal or unethical conduct and is disclosed to a law enforcement agency or the city as a complaint under this Article; or

**(c3)** The disclosure is necessary to further public safety and is not otherwise prohibited by law.

**(b)** The provisions of Section 2-78 shall apply to a former member of city council or an administrative board for __ months following the date said former city official leaves office.

**Sec. 2-84. - City attorney's opinions.**

The city attorney is authorized and directed to issue to any city official, upon reasonable request, formal written opinions regarding the applicability of the provisions of this article or Texas law to an action the city official, a former city official, or a candidate for city council is considering taking in the future.

**Sec. 2-85. - Education.**

The city attorney shall provide training and educational materials to city officials on their ethical obligations under state law and this article. The city shall prepare and distribute written materials, regarding the ethical obligations under this Article, to each city official at the time of his or her election or appointment to office.

**Sec. 2-87. - Detailed written complaints required.**

A complaint alleging a violation of any of the rules of ethical conduct contained in this article must be made in writing, signed by the complainant, sworn to before a notary public, and filed with the city secretary, and must contain the following information:

**(1)** The name, address, and telephone number of the person making the complaint;

**(2)** The name of, and office held by, the person against whom the complaint is directed;

**(3)** The specific provision of this article that is alleged to have been violated;

**(4)** For each violation alleged, a detailed description of the facts that are alleged to constitute the violation, including the date or dates on which the violation is alleged to have occurred;

**(5)** The names, addresses, and telephone numbers of any witnesses to the violations that are known by the complainant; and

**(6)** Copies or descriptions of any documents that substantiate the allegations.

**Sec. 2-88. - Time for filing complaints.**

A complaint must be filed on or before the 365th day after the date the violation is alleged to have occurred or the 90th day after the alleged violation became known or reasonably should have been knownwas discovered, whichever date is earlier. A complaint may be filed against a city official who is no longer in office if the complaint relates to conduct of the former city official that violates this article and is otherwise timely filed.

**Sec. 2-89. - Preliminary review of complaints.**

**(a)** The city secretary shall provide copies of each complaint to the person or persons accused, to the city attorney, and to the members of the review panel, as soon as practicable.

**(b)** The city attorney shall, within five business days of receiving the complaint, provide a written report to the review panel. The report shall state whether the written complaint:

**(1)** alleges conduct that meets the requirements of Section 2-88 as it applies to time for filing complaints;

**(2)** alleges misconduct by a person whose conduct is regulated under this article;

**(3)** alleges the occurrence of conduct that might reasonably support further investigation of an alleged violation of this Articleconstitute a violation of the rules of ethical conduct contained in this article; and

**(4)** is signed and sworn to by the person filing the complaint.

**(c)** The city attorney shall also advise the review panel whether the city attorney has issued a written opinion or opinions to the accused official that relate to the conduct at issue.

**(d)** The city attorney's report shall not conclude that any of the allegations of the complaint are true or false or that any current or former city official or candidate for city council has violated or has not violated this article. The review panel alone will make the determination of whether or not to dismiss the complaint or proceed with an investigation of the complaint. Under no circumstances shall the city attorney's report be used or relied upon by the review panel as evidence in determining whether a violation of this Article has occurred.

**Sec. 2-90. - Review panel.**

**(a)** The review panel shall consist of 6 members, and be made up of the city council, including the mayor. There shall be 6 alternates to the review panel that shall serve in the event a member of the city council or the mayor is disqualified from serving. The review panel shall investigate any ethics complaints that are properly filed against city officials, including members of the city council, former city officials, and candidates for the city council.

**(b)** A member of the review panel shall be disqualified from serving on a review panel to consider a complaint if the complaint was filed:

**(1)** Against the member;

**(2)** By the member; or

**(3)** Against a candidate for election to the member's place on city council where the member has filed for or is eligible for reelection.

For the purposes of this provision, a complaint filed against a member of the city council for alleged misconduct related to the member's service on any other city-created entity shall be treated the same as a complaint related to the member's service on the city council.

**(c)** In the event of a disqualification, the remaining qualified members of the city council and any alternate(s) shall act as the review panel where one or more members of the City council are disqualified from serving. The 6 alternates to the review panel shall be represented by the chair persons of the following city boards: 1) Pearland Economic Development Corporation; 2) Planning and Zoning Commission; 3) Zoning Board of Adjustment; 4) Parks and Recreation Advisory Board; 5) Library Board; and 6) Building Code Board of Adjustments. Alternates required to serve on the review panel shall be appointed serve in the in the order in which they are listed in this subsection. A quorum of the review panel is four members. The affirmative vote of at least four members of the review panel is necessary to take action.

**(d)** The city secretary shall act as the secretary for the review panel. Meetings of the city council, when acting as a review panel, shall be held in accordance with the requirements of the Texas Open Meetings Act.

**Sec. 2-91. - Review panel procedures.**

**(a)** Within ten business days after a review panel receives a report and recommendation from the city attorney, it shall render a decision as to whether the complaint should be dismissed as insufficient or because the subject conduct was undertaken in good faith reliance on a formal

written opinion of the city attorney, or whether an investigation into the complaint should be made. The city secretary shall promptly notify the complainant and the accused of the review panel's decision.

**(b)** Where a review panel determines that an investigation should be made, it shall proceed with such investigation using such procedures as are appropriate considering the nature and circumstances of the particular complaint.

**(c)** A review panel may not sustain a complaint or impose sanctions on an accused city official, former city official, or candidate for city council without holding a hearing on the complaint. The city council or review panel shallwill adopt written rules of procedure to govern the hearing and provide a fair hearing on the complaint. The written rules must include the right of the accused to respond to the complaint, to attend any hearing on the complaint, and to present witnesses and other evidence on his or her own behalf.

**(d)** A review panel may conduct hearings and other proceedings on a complaint in closed executive session if permitted by state law, but any decision must be rendered during an open public meeting.

**Sec. 2-92. - Sanctions for violations of this article.**

In the event a review panel determines that a city official, former city official, or candidate for the city council has committed a violation of the rules of ethical conduct contained in this article, it shall impose sanctions against the accused as follows:

**(a)** Where a review panel finds that the accused has committed a minor violation of the rules of ethical conduct contained in this article, the violation was unintentional, and the accused fully cooperated in the investigation, it shall issue a written notice of violation to the accused. The notice shall be titled "Notice of Minor Violation" and shall state the findings of the review panel.

**(b)** Where a review panel finds that the accused has committed a minor violation of the rules of ethical conduct contained in this article, and either: 1) the violation was committed knowingly, or 2) the accused has failed to fully cooperate in the investigation, it shall issue a written notice of violation to the accused. The notice shall be entitled "Letter of Admonition" and shall state the findings of the review panel, including the finding that the accused acted intentionally and/or failed to fully cooperate in the investigation.

**(c)** Where a review panel finds that the accused has committed a major violation of the Rules of Ethical Conduct contained in this article, it shall issue a written notice of violation to the accused. The notice shall be entitled "Notice of Public Censure," shall announce the review panel's findings, including the finding that the accused has committed a major violation and any finding that the accused acted intentionally and/or failed to cooperate in the investigation, and shall express the review panel's strong condemnation of the person's actions.

**(d)** Where the accused person is a current member of an administrative board or advisory board, the review panel may, where appropriate, issue in addition to any written notice of violation, a decision suspending or removing such member from office.

**(e)** Any decision or decisions by a review panel that imposes sanctions under this article shall be issued in writing and filed as a public record in the office of the city secretary.

**Sec. 2-93. - Name clearing proceedings.**

Where informal allegations of a potential violation of the rules of ethical conduct contained in this article have been made against a current or former city official and the accused person desires an investigation of such allegations in order to clear his or her name, the accused person may file a written request for declaratory relief, which shall contain the information described in section 2-87, and which shall state that the filer denies the allegations and is filing the request for declaratory relief solely for the purpose of clearing his or her name. A request for declaratory relief filed under authority of this section shall be handled in the same manner and in accordance with the same procedures as complaints received from third parties and must be filed no later than the 90th day after the public official first learned of the allegations.

**Sec. 2-94. - Penalty for filing false complaint or giving false testimony.**

It is unlawful for a person to knowingly file a complaint under this article that contains false information or that by making reasonable inquiry should have known that it contained false information. It is unlawful for a person to intentionally give false testimony under oath in any hearing before a review panel held under this article. Any person found guilty of violating this section will be fined not more than $500.00 for each offense

# REVIEW PANEL HEARING PROCEDURES

## POLICY

The City Council has adopted Rules of Ethical Conduct for City Officials as codified in Article V, Chapter 2 of the Code of Ordinances. Complaints alleging violations of the Rules are heard by a Review Panel consisting of council members who are not the subject of the complaint. Section 2-91 provides that the City Council will adopt written rules of procedure to govern the hearing on a complaint. Therefore, the City Council adopts these hearing procedures.

### I. Administrative Matters.

**A. Definitions.**

In these hearing procedures:

*Chair* except as otherwise provided herein, means the Mayor.

*Complainant* means the person filing a complaint alleging a violation of the Ethics Rules.

*Respondent* means the person named in the complaint alleged to have violated the Ethics Rules.

*Ethics Rules* means the Rules of Ethical Conduct contained in Article V of Chapter II of the Code of Ordinances.

**B. Administrative Matters.**

(1) The City Manager may designate one or more employees to arrange hearings, give notices to interested parties, and provide other administrative support as necessary for the Review Panel to fulfill its duties.

(2) The City Secretary will make and keep an audio or video record of hearings, maintain all written documents and evidence relating to the proceedings, and perform other administrative duties as assigned by the Review Panel.

(3) The City Attorney will assist and represent the Review Panel on legal matters as requested by the

Review Panel.

(4) The Review Panel, the Complainant, and the Respondent will be provided a copy of this Policy at least ten business days prior to the date of the hearing.

(5) The Complainant and the Respondent may submit to the Review Panel a written stipulation of facts that are not contested prior to the hearing.

(6) If the Respondent is a public officer within the meaning of section 551.074 of the Open Meetings Act, the Review Panel is not required to hold a hearing that is open to the public or to deliberate in an open meeting, unless the Respondent requests that the hearing and deliberations be open to the public. Before going into a closed meeting, the Chair will announce in an open meeting that the Review Panel will go into a closed meeting as authorized by section 551.074 of the Open Meetings Act (Personnel Matters). If the Respondent is not a public officer within the meaning of section 551.074 of the Open Meetings Act, the Review Panel must hold the hearing and deliberate in an open meeting.

(7) The Mayor will serve as the Chair at the hearing and make any ruling relating to the conduct of the proceedings. If the Mayor is disqualified from serving on the Review Panel or is not available, the mayor pro tem will serve as the Chair. If the Mayor and Mayor Pro Tem are disqualified from serving on the Review Panel or are unavailable, the remaining members of the Review Panel will elect a Chair from the members who are qualified and available to serve. Any member of the Review Panel who objects to a ruling of the Chair may request a vote of the entire Review Panel to overturn a ruling.

(8) The Chair shall exercise reasonable control over the proceedings and the presentation of evidence. The Chair may make rulings on the admissibility of evidence, limit the time of the parties to make any argument, or may any other ruling that is necessary to ensure that:

(a) There is an effective ascertainment of the truth;

(b) The arguments and evidence presented are relevant to the allegations at issue; and

(c) There is an effective use of the participant's time.

(9) Either party may be represented by an attorney or other person at the hearing.

**C. General Hearing Procedures.**

(1) The Chair will call the hearing to order, read the complaint or give a summary thereof, and accept into evidence any written stipulation agreed to by the parties.

(2) The Chair will administer an oath to every witness prior to the witness's testimony

(3) Upon the request of either party, the Chair will order that all witnesses who are expected to testify in the hearing, other than the Complainant and Respondent, may not be physically present to observe or listen to any of the proceedings except when they are actually testifying as a witness and may not discuss any aspect of the hearing with any other witness.

(4) The Complainant and then the Respondent may make brief opening statements summarizing the evidence they expect to present that is relevant to the allegations made in the complaint.

(5) The Complainant will present any evidence to support the Complaint's allegations.

(6) The Respondent will present any evidence in defense of the Complaint's allegations.

(7) Thereafter, the Chair may, if necessary, allow the Complainant and then the Respondent to present further evidence to rebut the evidence presented by the other party, so long as the rebuttal evidence relates to the allegations and is not repetitive of the evidence already presented.

(8) Witnesses are subject to reasonable and relevant cross-examination by the opposing party. The Review Panel members also may ask questions of the parties or witnesses.

(9) After the close of the presentation of evidence and testimony by both parties, the Chair may allow the Complainant and then the Respondent to give brief closing summations of their case as shown in the evidence.

## II. Rules Relating to Evidence.

(1) Technical rules of evidence that apply in a court of law do not apply to these proceedings.

(2) Evidence may be presented in the form of testimony of any person having knowledge of the facts or through documents, recordings, videos, or other forms of evidence. The Complainant and Respondent shall be responsible for securing the presence of witnesses at the hearing and for obtaining any other evidence to be presented at the hearing.

(3) The Chair will only allow arguments and the presentation of evidence if substantially relevant to the allegations made in the Complaint.

(4) The Chair may allow the presentation of hearsay evidence (i.e., evidence not based on personal knowledge) and evidence of witnesses by affidavit if the evidence critical to the determination of a significant factual issue and is not available from another source. However, the Review Panel may assign the weight it deems proper to the hearsay or affidavit.

## III. Deliberations and Decision.

(1) After the parties' summation, the Review Panel will deliberate on the Complaint.

(2) In making its decision, it is the province of the Review Panel to ultimately determine:

(a) The relevance of any particular evidence presented;

(b) The credibility of any testimony or evidence presented; and

(c) The weight to be given to any particular testimony or evidence.

(3) The Review Panel may only make a decision on the matter by voting in an open meeting.

(4) If the Review Panel finds that the Respondent did violate the Rules of Ethical Conduct, it will impose one of the sanctions as set forth in Sec. 2-92 of the Rules of Ethical Conduct.

(5) After the Review Panel votes on the matter, the Board will prepare, or have the City Attorney prepare, a written decision that is signed by the members of the Board voting in favor of the decision. A copy of the decision will be sent to all parties.

# Workshop Item No. 3

**3.** **COUNCIL INPUT AND DISCUSSION:** REGARDING THE MONTHLY PROJECTS UPDATE. *Mr. Trent Epperson, Project Manager.*

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

| | |
|---|---|
| **AGENDA OF: April 09, 2012** | **ITEM NO.:** Workshop Item No. 3 |
| **DATE SUBMITTED: April 2, 2011** | **DEPARTMENT OF ORIGIN: Projects** |
| **PREPARED BY: Trent Epperson** | **PRESENTOR: Trent Epperson** |
| **REVIEWED BY: Mike Hodge** | **REVIEW DATE: April 2, 2011** |

**SUBJECT: Monthly Project Update**

**EXHIBITS:** A – Monthly Reports 04.2012

**EXPENDITURE REQUIRED: $NA** **AMOUNT BUDGETED: $NA**
**AMOUNT AVAILABLE: $NA** **PROJECT NO.: NA**
**ACCOUNT NO.: NA**

**ADDITIONAL APPROPRIATION REQUIRED:**
**ACCOUNT NO.:**
**PROJECT NO.:**

**To be completed by Department:**
☐ **Finance** ☐ **Legal** ☐ **Ordinance** ☐ **Resolution**

## EXECUTIVE SUMMARY

Council will be updated regarding the status of all current projects, including water, drainage, wastewater and thoroughfare.

## RECOMMENDED ACTION

Conduct the workshop.

# Monthly Projects Update

**March 27, 2012**

**Magnolia Road Expansion (& Water)**
**Dixie Farm Road Widening**
**Recreation Center & Natatorium**
**Hickory Slough Detention at Max Rd &**
**Max Rd Sports Complex, Phase 1**
**Far Northwest Wastewater Plant Improvements**
**Hatfield Basin Trunk Sewer**
**BellaVita Waterline Interconnect**
**Dolores Fenwick Nature Center, Phase 2**
**Pearland Parkway Extension**

**Prepared by:**
**Andrea Brinkley**

**For Distribution to City Council**

## Magnolia Road Expansion and Water

Progress this period:

Segment 3: (Construction Phase 1) Magnolia Rd. from Harkey Rd. to Veterans Dr.

- Accepted into maintenance

Traffic Signal Installation at Southfork and CR90 and CR 94

- Accepted into maintenance.

Segment 3: (Construction Phase 1) Landscaping for Magnolia Rd. from Harkey Rd. to Veterans Dr.
Landscape Architect: Knudson
Contractor: Westco Irrigation CM: Staff
Billed to Date: $ 276,983.08 % Billed: 99.5%

- **Last Month for monitoring and payments for 2nd year of tree-only maintenance.**

Segments 1 & 2: (Construction Phase 2) Magnolia Rd. from Veterans Dr. to SH 35 and John Lizer Rd. from SH 35 to Pearland Parkway
Segment 1: Kirst Kosmoski Inc. Segment 2: Bridgefarmer & Associates
Contractor: Texas Sterling Construction CM: Jacobs Carter Burgess
Billed to Date: $12,358,855.86 % Billed: 99.9%

- Continued monitoring and payments for 2nd year of tree-only maintenance.

Segments 4 & 5: (Construction Phase 3) Magnolia Rd. from Morgan Rd. to Harkey Rd. and CR-89/Cullen Parkway from Southfork to Northfork
Design Engineers: Seg. 4 Cobb Fendley & Associates; Seg. 5 Klotz Associates
Magnolia Rd Bridge over Mary's Creek: Pate Engineers.
Contractor: Cross Roads Industries CM: ESPA Corp
Billed to Date: $9,762,357.82 % Billed: 99.0%

- Contractor reported completion of punchlist items.
- Contractor responded and is willing to make additional repairs.
- City staff reviewed epoxy injection as a repair.
- Staff to recommend acceptable solution.
- Monitored progress and made landscape maintenance payment.

Magnolia Rd. Speed Zone Study:
Design Engineer: TEDSI Infrastructure Group

- Completed

Planned activities for the period ending April 30, 2012:

Segment 3: (Phase 1) Landscaping for Magnolia Rd. from Harkey Rd. to Veterans Dr.

- Review and resolve maintenance issues, maintenance completes April 2012.

Segments 1 & 2: (Phase 2) Magnolia Rd.: Veterans Dr. to Pearland Parkway

- Continue maintenance on median trees.

## Magnolia Road Expansion and Water (continued)

Segments 4 & 5: (Construction Phase 3) Magnolia Rd from Morgan Rd. to Harkey Rd., and CR-89 from Southfork to Northfork.

- Make 3rd quarter payment for landscape and tree maintenance.
- Resolve bridge approach slab issue**.**
- **Re-inspect final punch list items and issue Final Completion certificate**.
- Accept project files from Construction Manager
- Begin closeout of project file.

Project Schedule:

- Construction Phase 1 (Magnolia Rd.: Harkey Rd. to Veterans Dr.)
    - Substantial completion August 27, 2008**.**
- Landscaping Ph 1 – Council Award on December 14, 2009.
    - Substantial completion April 13, 2010**.**
    - 2nd Yr Tree Maintenance completes April 2012.
- Construction Phase 2 (Segments 1 & 2: Veterans Dr. to Pearland Parkway)
    - Substantial completion: Revised: July 13, 2010
    - 2nd Yr Tree Maintenance completes August 2012.
- Construction Phase 3 (Segments 4 & 5: Magnolia Rd from Morgan Rd. to Harkey Rd., and CR-89 from Southfork to Northfork.)
    - Substantial completion: Revised to May 13, 2011; 114 rain days
    - 1st Yr landscape and irrigation maintenance completes May 2012.
- Traffic Signal Installation at Southfork and CR90 and CR 94:
    - Substantial Completion August 26, 2009.
- Speed Zone Study – All Phases
    - Council Approved –February 2012.

## Dixie Farm Road Widening Streetlights - Phase I

Design Engineer: Freese Nichols Inc.

Progress this Period:

- Engineer reviewed and checked current costs; cost estimate reduced.
- Staff reviewing scope of project
- Center Point approved and provided layout and cost for street lighting installation.

Planned activities for the period ending April 30, 2012:

- Engineer submitted 90% plans, specs and cost estimate.
- Finalize plans, approve budget and prepare to bid out small contract.

Project Schedule:

- Complete streetlight installation by 2nd quarter of 2012.

## Dixie Farm Road Widening - Phase II

Design Engineer: Freese Nichols Inc.
Contractor: Hassell Construction CM: TxDOT
Billed to Date: $12,908,062.99 % Billed: 98.23%
Contract Days Used: 574 % of Contract: 117.23%

Progress this Period:

- **TxDOT reports contractor made progress on punch list.**
- **Street lights energized.**
- **Old streetlights on wood poles removed.**

Planned activities for the period ending April 30, 2012:

- **Complete punch list and pursue contract close out with TxDOT**
- **Complete streetlight installation and old light removal.**
- Complete signal pre-emption in Phase 2 segment.

Project Schedule:

- Notice to Proceed April 9, 2009
- Substantial Completion: April 6, 2011.

## Recreation Center & Natatorium

Architect: PBK Architects
Contractor: EMJ Corporation CM: PBK Architects

Progress this period:

- Contractor reports completing all warranty repairs.
- **Bonding Agent continues to monitor progress.**
- Pool staining issue discussions continue.
- City preparing to investigate pool discoloration with consultant.

Planned activities for the period ending April 30, 2012:

- Investigate and resolve pool staining issue.
- Re-inspect completed work.
- Process final payment to architect pending completion of project close out.
- Public Works to decommission old PISD lift station.

Project schedule:

- In maintenance.

## Hickory Slough Detention at Max Rd & Max Rd Sports Complex, Phase 1

Design Engineer: Jacobs Engineers, Inc.

Progress this period:

- **Developer submitted initial plans per Developer Agreement;**
- **Met with BDD#4 and Developer to review drainage and plans.**

**Hickory Slough Detention at Max Rd & Max Rd Sports Complex, Phase 1 (con't)**

- **Developer working on options for drainage.**
- **BDD#4 approved H&H report at March meeting.**
- BDD4 reviewed 90% PS&E and provided comments.
- Center Point sent estimate for Hughes Ranch extension street lighting.
- Engineer revising plans and preparing for 100% PS&E submittal.
- **USACE permit received.**
- Geotechnical report being clarified.
- Engineer reviewing proposed solar lighting layout for the parking lot.
- Initiated Max Rd Soccer Complex phase, met with architect regarding site layout.
- Property acquisition ongoing.

Planned activities for the period ending April 30, 2012:

- **Approve Developers drainage solution and coordinate with BDD#4.**
- **Receive drainage and grading plans from Developer to be included in bids per Developer Agreement.**
- **Engineer to submit 100% PS&E package.**
- **Hold Technical Review Committee meeting.**
- **Submit completed PS&E and Developers plans to BDD#4 for approval.**
- **City Engineer to sign plans.**
- **Prepare to bid civil package.**
- Continue design of restroom building, fields and sports complex amenities.
- Continue coordination with CenterPoint Energy for street lighting and site power.
- Continue property acquisition.

Project schedule:

- Design: Detention: Nov. 2010 to March. 2012; Sports Complex: April 2012
- Construction: Detention: April 2012, Sports Complex: August 2012

**Far Northwest Wastewater Treatment Plant Improvements**

Design Engineer: Binkley & Barfield Inc.

Progress this period:

- **Engineer reviewing UV systems appropriate for FNW WWTP site.**
- **2 UV system manufacturers scheduled for technical presentations.**
- **Manufacturer reviewing work plan for repairs to decanters.**

Planned activities for the period ending April 30, 2012:

- Schedule work outlined in work plan for Decanter repairs.
- Technical presentations from 2 UV system manufacturers.
- Schedule site visit to UV installation in Bryan/College Station to review system.

Project schedule:

- Design: February 2012 to April 2012.
- Construction: pending Council approval of construction budget.

**Hatfield Basin Trunk Sewer**

Design Engineer: Freese & Nichols, Inc.

Progress this period:

- Staff completed review of Pre Final PER and discussed comments with Engineer.
- Engineer reviewing project costs.
- **Engineer preparing to submit Final PER and 60% PS&E package.**

Planned activities for the period ending April 30, 2012:

- **Submit Final PER.**
- **Begin coordination for property/easement acquisition.**
- **Begin utilities coordination.**
- Initiate Final Design.
- Coordinate with BDD#4 staff.

Project schedule:

- Design: February 2011 to September 2012.
- Draft PER: November 2011 (Delayed due to Fite alternate route)
- Final PER: March 2012
- Construction: 4th quarter 2012

**BellaVita Waterline Interconnect**

Design Engineer: Freese & Nichols, Inc.

Progress this period:

- **Public Works tested and put completed loop between Bella Vita and Villa Verde into service.**
- **Revised construction method will avoid bridge issue and will reduce costs**.
- Submitted request for Temporary Right of Entry and easement acquisition to Harris Co. Flood Control and Harris Co. Pct. 1.

Planned activities for the period ending April 30, 2012:

- Obtain Right of Entry from HCFC and Harris Co Pct.1.
- Continue acquisition process for easements from HCFC and H. Co. Pct. 1.
- Coordinate and send project updates to HOAs as needed.

Project schedule:

- Design: September 2011 – March 2012.
- Construction with Public Works crews: December 2011
- Construction of contracted segments: 2nd quarter 2012

**Dolores Fenwick Nature Center, Phase 2**

Architect: Randall-Porterfield Architects, Inc.

Progress this period:

- Discussed the types of materials for boardwalk
- Architect preparing construction cost estimates for different materials.

## Dolores Fenwick Nature Center, Phase 2 (cont'd)

- Vendor of an all concrete boardwalk system made presentation.
- Architect holding off on 60% plans, pending selection of boardwalk material.

Planned activities for the period ending April 30, 2012:

- Review cost of different materials for boardwalk and foundation over ponds.
- Select foundation and boardwalk system.
- Architect will complete and submit 60% PS&E.
- Coordinate with KPB.

Project schedule:

- Design: September 2011 – April 2012.
- Construction: Pending funding

## Pearland Parkway Extension

Progress this period:

- **Obtained comments, revised consultant scope and draft Advanced Funding Agreement and Design Contract and submitted to TxDOT for review and approval.**

Planned activities for the period ending April 30, 2012:

- Prepare for Council consideration of AFA and Design Engineer contract.
- Review right of way, environmental and utility coordination requirements.

Project schedule:
Design: February 2012 – August 2013.
Letting: August 2013
Construction: October 2013 – September 2014

# Monthly Projects Update

**March 29, 2012**

**Animal Control Shelter Renovations**
**Bailey Rd (Veterans to FM1128)**
**Business Center Drive**
**Cowart Creek Diversion Project**
**Old Alvin Road Water Line**
**SH35 South Water line**
**Trail Connectivity Phase I**
**Twin Creek Regional Lift Station**

***Prepared by:***
**Cara Davis**

**For Distribution to City Council**

## Animal Control Shelter Renovations

Architect: Jackson & Ryan Architects
Contractor: JC Stonewall Constructors, LP CM: N/A
Billed to Date: $510,496.16 % Billed: 100%
Contract Days Used: (130) 197 % of Contract Days: 151.5%

Progress last period:

- Contractor has offered some possible solutions to the epoxy coating cracks. City staff is currently evaluating these options.

Planned activities for the period ending April 30, 2012:

- Respond to contractor regarding resolution of warranty items with epoxy floor.
- Close out project.

Project schedule:

- Consultant Selection – July 2007.
- Design – 4th Quarter 2007 thru 3rd Quarter 2009.
- Bid & Start Construction – 4th Quarter 2009.
- Project completion - end of 4th Quarter 2010.

## Bailey Road (Veterans to FM 1128)

Design Engineer: Wilbur Smith Associates (WSA)

Progress last period:

- Requested additional information and cost estimates from the engineer to evaluate each scenario.

Planned activities for the period ending A, 2012:

- Respond with comments on proposal for intersection revisions at FM 1128 to the consultant once additional information requested is received.
- **Continue acquisition process to obtain last parcels along the alignment**.
- **Continue utility relocations**

Project schedule:

- Consultant Selection – 2nd thru 3rd Quarter 2008.
- Design – 3rd Quarter 2008 thru 2nd Quarter 2010

## Business Center Drive

Design Engineer: Freese & Nichols

Progress last period:

- Developers utility plans approved through City's engineering department.
- City plans submitted to all utilities for final review. Streetlight plan submitted to Centerpoint for review and approval.

Planned activities for the period ending April 30, 2012:

- **Receive Final bid ready plans and documents from Freese & Nichols, in preparation for advertising per the developer agreement.**
- **County to submit to TxDOT for environmental approval to construction portion in TxDOT ROW**

Project schedule:

- Consultant Selection – 2nd thru 3rd Quarter 2008.
- PER – 3rd Quarter 2008 thru 2nd Quarter 2010
- Design – 2nd Quarter 2011 thru 1st Quarter 2012

## Cowart Creek Diversion Project – Detention Pond & Diversion Ditch

Design Engineer: JKC & Associates, Inc.

Progress last period:

- DD4 has continued excavation of the diversion ditch west of CR 143 as weather permits. Materials for installation of the fencing around Cowart Creek pond have been purchased and the invoice sent to us per our agreement.
- Boundary restaking was completed in preparation for the fence installation.

Planned activities for the period ending April 30, 2012:

- DD4 to continue excavation of diversion channel, weather permitting. Complete fence installation along west boundary of detention pond and southern boundary of diversion channel from Veterans to west pond boundary.

Project Schedule:

- Diversion Ditch: Construction: 3rd Quarter 2011 – 2nd Quarter 2012

## Cowart Creek Diversion Project – N/S Roadside Ditch Re-grades

Design Engineer: ESPA Corp

Progress last period:

- Instructed ESPA to move forward with plan design. Working to resolve **utility conflict with Frontier Water system on Wayne** drive and depth of cover issues on Holland.

Planned activities for the period ending April 30, 2012:

- Receive 60% submittal.

Project Schedule:

- Re-grade Roadside Ditches: Bid, award and begin construction – dependent upon progress of diversion ditch.

## Cowart Creek Diversion Project – Pump Station

Design Engineer: Montgomery & Barnes, Inc.

Progress last period:

- Engineer addressed City's 90% comments as well as comments from BDD4. **100% plans submitted for final review in preparation for a May letting.**

Planned activities for the period ending April 30, 2012:

- Review 100% construction plans and hold technical review committee meeting for final signatures. **Prepare for May 2nd, first advertisement.**

Project Schedule:

- Pump station:
    - Bid: 1st Quarter 2012.
    - Construction: 2nd Quarter 2012 – 3rd Quarter 2012

## Old Alvin Road Water Line

Design Engineer: Charles D. Gooden Consulting Engineers, Inc.

Progress this period:

- Consultant continued final design phase services in preparation for **April plan submittal of 60% plan set.**

Planned activities for the period ending April 30, 2012:

- Continue final design phase services and submit 60% plans in early April.

Project Schedule:

- Consultant Selection – 4th Quarter 2010.
- Design/Acquisition – 1st Quarter 2011 thru 1st Quarter 2012

## SH 35 South Water Line

Design Engineer: HR Green, Inc.

Progress this period:

- Plans under review with TxDOT for the ROW permit.

Planned activities for the period ending April 30, 2012:

- We hope to complete the TxDOT ROW permit process and have the engineer submit 100% plans for final review.
- **Bid and advertisement to follow in April/May dependent on progress of TxDOT permit.**

Project Schedule:

- Consultant Selection – 4th Quarter 2010.
- Design/Acquisition – 4th Quarter 2011 thru 2nd Quarter 2012

## Trail Connectivity Ph 1

Design Engineer: Clark Condon
Contractor: Millis Development & Construction, Inc. CM: Pearland Projects
Billed to Date: $393,324.30 ` % Billed: 67.84
Contract Days Used: 157 % of Contract Days: 87.22

Progress this period:

- **Substantial Completion achieved.**
- Contractor completing items on punchlist.

Planned activities for the period ending April 30, 2012:

- **Perform Final completion walk-thru. Process all close-out documents.**
- Hold Grand opening in mid April
-

Project Schedule:

- Consultant Selection – 4th Quarter 2007.
- Design/Acquisition – 1st Quarter 2008 thru 4th Quarter 2010.
- Bid and Award – 3rd Quarter 2011
- Construction – 3rd Quarter 2011 – 1st Quarter 2012

## Twin Creek Regional Lift Station

Design Engineer: Pate Engineers, Inc.

Progress this period:

- **100% plans submitted.** TRC held in late March.

Planned activities for the period ending April 30, 2012:

- **First advertisement is scheduled for April 4th, bid opening on April 26th and contract award the first Council meeting in May.**

Project Schedule:

- Consultant Selection – 4th Quarter 2010.
- PER – 1st Quarter 2011 thru 3rd Quarter 2011.
- Design – 3rd Quarter 2011 thru 1st Quarter 2012.

City of Pearland | Projects Department

# Monthly Projects Update

**March 26, 2012**

**Cullen Parkway Improvement**
**Public Safety Building**
**Hillhouse Satellite Public Works Facility**
**Longwood Wastewater Plant**
**Barry Rose Wastewater Plant**
**Project Stars: Pearland Gateway**
**Highway 35 Reconstruction**
**Railroad Crossing Quiet Zone**
**Southeast Water Plant Fe and Mg Issues**
**City of Houston Interconnect**

**Prepared by:**
**Skipper Jones**

**For Distribution to City Council**

**Cullen Parkway Improvement (Beltway 8 to FM 518)**

Engineer: Design Engineers: TxDoT
Contractor: Hassell Construction CM: TxDoT
Elapsed time: **77** Days

Progress this period:

**Phase I** Work within the City Limits

- Repairs were made to the signal controller at Hawk Road and repairs to the electrical service are scheduled for the service at Brookside. .
- TDLR did not accept the slope of the cross walk in the Hawk intersection and the Contractor has been directed to replace the paving on the Hawk leg to meet ADA cross-slope requirements. This may alter the extent of concrete pavement at this location and will require a partial shutdown of the Hawk Road side for a few days. This work has not been scheduled yet.

**Phase II** Work north of City Limits

- Work continues on Storm trunk line on west side.
  - Work has not progressed much beyond Fellows Road
  - This is still closed and now projected to re-open on March 28th .
- Rough excavation has been partially completed between the Park Entrance road and Clear Creek
- Contractor has finally begun to remove excess excavated materials from site which is required in order to begin sub-grade stabilization
- **Bridge abutments on both north and south sides are complete and two of three bents are now complete**.

Planned Activities for period ending April. 30, 2012:

**Phase II** work will continue on storm drainage northward from Fellows Rd.

- **Fellows is projected to reopen the end of March**
- Progress should continue on bridge structure, with the lower portions completed early in April.
- No schedule has been set for beam delivery yet
- Paving is unlikely to start until storm trunk is completed. No sub-grade work has begun yet anywhere on the project. This is expected to begin at the north end with paving following north to south initially.

- Continue to liaise with TxDoT to provide advanced warning of work or lane changes and traffic impediments

Project Schedule **(Phase II)**

- Street Preconstruction Conference Oct. 2011.
  - Official Start Date was Nov.,2011
  - Construction Contract Time, 16 months
  - Completion Date: February 2013

**Public Safety Building**

Design Engineer: JE Dunn/ Wilson Estes Police Architects
Design Builder: JE Dunn CM: In House
Billed to Date: $ **19,934,641** % Billed: **100.27**
Contract Days Used: **786** to substantial completion % of Contract Days: **100**

Progress this period:

- **The LEED review by the USGBC continues.** New MEP consultant has re-created the energy model and is currently uploading data from that model to the LEED website. This process will require a couple of weeks and then there may be requests for additional information prior to any assessment.

- J.E. Dunn and Wilson Estes Police Architects remain actively involved and committed to obtaining the LEED certification for the project.

**Hillhouse Satellite Public Works Facility**

Design Engineer: Huitt-Zollars.
Contractor: R. Hassell Construction, Inc. CM: In-House
Billed to Date: $ **2,084,158.**[64] % Billed: **100**
Contract Days Used: **305** to substantial completion % of Contract Days: **102**

Progress this period:

- Final Acceptance walk through was performed March 21and all punch items had been performed except for the installation of "No Smoking" signs at the entrances.
- **Retention ($104,207.[93]) is being held for completion of the LEED Submittals which are now down to two outstanding items and these should be complete before the end of April.**

Planned Activities for period ending April 30, 2012:

- Receive finalized LEED documentation and release retention

Project Schedule

- Design notice to proceed Feb. 10, 2010
    - Actual start Feb. 24
- Complete Schematic Designs March 26, 2010
- Complete Design Development May 25, 2010
- Complete Construction Documents August 21, 2010
    - Late due to City delay of final review
- Bid Date for Project, October 28, 2010**,** 4 days late
    - Contract Awarded Nov. 22, 2010
    - Construction NTP issued for December 13, 2010
    - Scheduled completion Sept 9, 2011,
        - Extended deadline to Sept 26.
        - Substantial Completion achieved October 6
        - Final Acceptance pending

**Longwood Wastewater Treatment Plant**

Design Engineer: Malcolm Perni / ARCADIS
Contractor: CM:
Billed to Date: **$ 211,858** % Billed: **80**
Contract Days Used: **301** % of Contract Days: **78**

Progress this period:

- **Project bid on March 22**
    - Received five bids
    - Construction contract before Council for award tonight

Planned Activities for period ending April 30, 2012:

- **Award Construction Contract April 9**
    - Schedule Pre-Construction Meeting
    - Issue Notice to Proceed within 10 days

Project Schedule

- NTP issued May 2, 2011
    - Design kick-off meeting May 2
- 30% Design submittal for review late July, on schedule
- 60% Design submittal late October
- 90% Design submittal early Feb. 2012
- Bid April 2012 Early by one month
- **Award Construction Contract in April**

**Barry Rose Wastewater Treatment Plant**

Design Engineer: Binkley & Barfield, Inc.
Contractor: CM:
Billed to Date: **$174,304** % Billed: **100** design services
Contract Days Used: **336** % of Contract Days: **100**

Progress this period:

- **Construction Contract awarded March 12**
- **Pre-construction meeting held March 23**
    - **Notice to Proceed issued for March 26**

Planned Activities for period ending April. 30, 2011:

- **Hold first progress meeting on April 26**
- Contractor should have issued his first PO's for long lead-time equipment by that time

Project Schedule

- Design of improvements complete November, 2011
- Bid Phase January, 2012
- Award Design Contract Feb. 14, 2011

    - Awarded March 12, late by two weeks
- NTP issued for March , 2012
    - On-Time issued for March 26th
- Scheduled for Completion April 2013
    - * this date may change depending on equipment delivery schedules

**Project Stars: Pearland Gateway**

Design Engineer: Knudson Architects,
Contractor: Architrave Construction CM: In-House
Billed to Date: **$ 77,950** % Billed: **95**
Contract Days Used: **86** % of Contract Days: **60**

Progress this period:

- Project Completed March 16th
    - Walk through performed on March 21
    - Punch list created and completed on March 23

Planned Activities for period ending April. 30, 2012:

- **Release retainage by end of April**

Project Schedule

- Completion of Plans and specifications by end of June
- Completion of bidding documents by end of July
- Advertise in Sept. and Bid in Oct.
- Award Construction Contract Nov. 14
- Start Date Dec.1
- Construction Time is 120 days to Substantial completion

**Highway 35 Reconstruction**

Design Engineer: S&B Engineers & TxDoT,
Contractor: **Triple B Construction** CM: **TxDoT**
Billed to Date: $ % Billed:
Contract Days Used: % of Contract Days:

Completion Date: June 2013

Progress this period:

- **Contractor's schedule has been impacted by weather over the last month**
- Work is currently focused on lime stabilization of center lanes and median areas.
    - Stabilization is complete from the Beltway to Hickory Slough
    - Tack coat has been installed in preparation for bond breaker
- Lime is being "refreshed" south of Hickory Slough and will be placed in the areas just north of Town Ditch
- Remaining portions of southbound side of the bridge at Hickory Slough have been demolished
- **Piers are being drilled at the Town Ditch Bridge**

- No schedule has been set yet for the work to replace southbound lanes of the FM518 intersection.
    - Ground water sampling and testing should take place in early April. The results of these tests will determine the procedures that will be needed for work in the intersection and installation of new signal poles.
    - Contractor has agreed to provide about three weeks advanced notice prior to beginning this work since it will mean major detours within the intersection over three, possibly four, weekends

Planned Activities for period ending April 30, 2012:

- **Signal poles and arms should arrive in mid-April for the Walnut Signal**. Upon arrival the signal will be fully constructed at this location only so that the old signal can be removed and paving completed
- Contractor's efforts are focused on the central area of the work with subgrade preparation. Given weather conditions progress is expected to pick up some. Once bond breaker is installed paving can begin.
- **It is likely that the Contractor will begin work on the Broadway intersection before the end of April.** This has the potential to cause a great deal of disruption to traffic patterns at this location over the course of several weeks since the work will be conducted on the weekend evenings only.

**Railroad Crossing Quiet Zone**

Design Engineer: **City Staff**
Contractor: **N/A**
Billed to Date: $ 0.00
Contract Days Used: **N/A**

CM: **City Staff**
% Billed:
% of Contract Days:

Progress this period:

**Staff continue to work to develop plans for median modification on FM518 (Broadway) for the Quiet Zone railway crossing.**

- Preliminary plans were reviewed in a meeting with TxDoT in February
    - A Final plan set has been delayed by other priorities.
    - A Draft Notice of Intent to create a Quiet Zone, extending from Walnut, on the south, to Orange Street, on the north and including Broadway has been reviewed by the FRA.
        - Staff instituted new traffic counts on Orange and Walnut Streets to update that data for the final run on the risk calculator
        - New data has been obtained for the Broadway crossing as well.
        - Staff will re-run the Risk Calculator to produce a final updated model for submission to the FRA once the plans are ready and a determination has been made as to whether or not the changes to Broadway can be made by in house forces..
        - Preliminary results of this effort are positive for an approval.

Planned Activities for period ending April 30, 2012

- Dimensional constraints at the Walnut crossing preclude full credit for precautionary measures at this location. However, credits received for Orange and Broadway crossings will be sufficient for overall approval. All measures taken by the City will help to limit the City's liability in the event of an accident due to the absence of horns at the crossing.
- Complete updating of traffic counts at each of the crossings and receive updated data from the railroad for inclusion in the revised Risk Calculator.
- Re-run the Risk Calculator with the revised and updated data and attach for Notice of Intent. Prepare to file this once TxDoT has approved the plans for modifications to the crossing on Broadway.

## Southeast Water Plant Fe and Mg Issues

Design Engineer: HDR Engineering, Inc.,
Contractor: **N/A** CM: **N/A**
Billed to Date: $ **0.00** % Billed: 0
Contract Days Used: **30** % of Contract Days: 75%

Progress this period:

- **Objective is to find a low cost permanent solution to iron and manganese precipitates produced by this well that form the source of dirty water complaints**
- Staff have received the preliminary report from the consultant. The report has been circulated for review
- An internal review of possible alternative processes indicates that there are additional options available to the City to redress this issue.
    - Staff are meeting the week of March 26 to discuss some of those options as well as whether or not to have the consultant provide reviews of three additional alternative processes.

Planned Activities for period ending April 30, 2012

- The internal meeting should provide some additional direction and may include testing of some of the potential alternatives.
    - Discuss current report with consultant and provide any additional directions agreed by internal committee
    - Assess each potential solution and associated cost information

# Monthly Projects Update

**March 28, 2012**

**Walnut/Veterans Reconstruction and Drainage Improvements**
**Fire Station #5-Kirby Drive**
**Fire Station #6-*Lakes of Savannah***
**Orange Street Improvements**
**Town Ditch Phase III**
**McHard Road 16" Water Line and roadway PER**
**Westchester Sidewalk and Drainage**
**Walnut Lift Station**

***Prepared by:***
**Jennifer Lee**

**For Distribution to City Council**

## Walnut/Veterans Reconstruction & Drainage Improvements

Design Engineer: LJA Engineering
Contractor: Calco Contracting
CM: Costello Engineering
Contract Amount: **$2,858,859.50**
Change Orders to Date: **$94,497.55**
Adjusted Contract Total: **$2,953,357.05**
**%** of Increase**: 3.2**
Billed to Date: $ **2,931,072.82**
% Billed: **99**
Contract Duration: **310**
Contract Days Used: **300**
% of Contract Days: **100**
Additional Rain Days: **4**

Progress this period:

- Project is approximately 97% complete. The only remaining work is at the intersection of Walnut and SH 35. This work is contingent on the completion of the traffic signal. Once the signal is installed, Calco will complete the work in the medians both east and west of the intersection after the traffic signal pole has been installed.
- The existing signal poles have mandated the use of water filled barriers to control the flow of traffic into one lane. The barriers will remain until after the new signal is in place and the existing poles removed.
- Cobblestone pavers will be installed in the medians upon completion of the signal work.

Planned activities for the period ending April 30, 2012:

- Continue coordination between BNSF, TxDOT, Centerpoint, and AT&T to resolve remaining utility and traffic signal conflicts.
- Prepare the balancing change order.

Project Schedule and Significant Milestones:

- **Project will not be closed out until the new Traffic Signal has been installed because of the block outs for the poles.**
- **The new signal is expected to start by mid April.**

## Fire Station #5-Kirby Drive

Design Architect: HBL Architects
Contractor: Crain Group
CM: N/A
Contract Amount: **$1,805,000.00**
Change Orders to Date: **$16,405.89**
Adjusted Contract Total: **$1,830,136.54**
**%** of Increase**: < 1**
Billed to Date: $ **1,830,136.54**
% Billed: **100**
Contract Duration: **206 Days**
Contract Days Used: **252**
% of Contract Days: **100**
Additional Rain Days: **46**

## Fire Station #5-Kirby Drive (cont.)

Progress this period:

- The humidity levels are still fluctuating. Texas Airflow has sent a technician to the site to replace a controller on the Aaon unit. It was also determined that there were other malfunctioning components as well. The city will continue to monitor the performance of the Aaon unit.
- The manufacturer has agreed to extend the warranty on the Aaon unit for another year.

Planned activities for the period ending April 30, 2012:

- Monitor the humidity levels.
- Hold a meeting with Fire Department staff, architect, MEP, contractor, and Legal Department staff to discuss the ongoing issues with the Aaon unit.
- **Request that the Contractor replace the entire Aaon unit.**

Project Schedule:

- Project is complete.

## Fire Station #6-Lakes of Savannah

Architect: Joiner Partnership, Inc.
Contractor: Frost Construction Company, Inc. CM: N/A
Contract Amount: **N/A**
Change Orders to Date: **N/A**
Adjusted Contract Total: **N/A** **%** of Increase**: 0**
Billed to Date: $ **0** % Billed: **N/A**
Contract Duration: **N/A**
Contract Days Used: **0** % of Contract Days: **N/A**
Additional Rain Days: **0**

Progress this period:

- Attended the final walk-through on March 16, 2012.
- There are still several items from the punch list that were not completed.

Planned activities for the period ending April 30, 2012:

- Attend follow-up walk through.
- Hand over to the Fire Department staff keys and O/M manuals.
- Continue coordination with architect, developer and contractor to close the project out.

Project Schedule:

- **The project is complete.**

## Orange Street Improvements

Design Engineer: GC Engineering
Contractor: Texas Sterling Construction Co. CM: HDR/ Claunch & Miller
Contract Amount: **$4,515,742.00**
Change Orders to Date: **$29,305.000**
Adjusted Contract Total: **$4,545,047.00** **%** of Increase**: 0.6**
Billed to Date: **$3,759,030.76** % Billed: **82.7**
Contract Duration: **397 Days (Substantial)**
Contract Days Used: **430** % of Contract Days: **100.1**
Contract Days Extension: 45
Additional Rain Days:

Progress this period:

- **Attended substantial completion walk thru.**
- Project is approximately 95% complete.
- To address the serious drainage concerns on all of the side streets that intersect Orange, the design engineer has revised the grading and extended the sidewalks. On some of the streets in which drainage conflicts exist, the contractor had already installed sidewalks that had to be removed to achieve the new grading. The revised design project design, per the engineer should eliminate the low point on the yards that were trapping water. In the other areas in which the roadway is higher than the existing driveways, additional driveway material has been removed and regraded so water will sheet flow along the side and into the ditch.
- To address the ponding water at the residence at Hatfield and Orange that was created by the original design that removed the ditch along Orange, the design was revised to add a swale, 19' of 12" pipe, and regrade the property towards Hatfield. To achieve proper grading, the western driveway of this property was removed and will need to be replaced. The new sidewalk along this property will not be installed until the design revisions are complete. To correct a variety of issues such as these, the project expenditures will increase.
- The original design was revised to allow for the placement of the pedestrian button at the traffic signal at Mykawa and Orange.
- Addressed a number of citizen complaints and concerns regarding the construction.

Planned activities for the period ending April 30, 2012:

- Continue to monitor the sidewalks on the north side of Orange between San Antonio and Mykawa to see if they return to the planned elevation.
- Continue to monitor the schedule and line item overruns.

Project Schedule:

- Construction to begin in January 2011.
- Project is substantially completion.

Project Schedule and Significant Milestones:

- **The entire roadway has been opened to two way traffic.**

**Town Ditch Phase III**

Design Engineer: Jacobs Engineering Group, Inc.
Contractor: Crossroads Industries, Inc. CM: HDR/ Claunch & Miller
Contract Amount: **$3,082,902.00**
Change Orders to Date: **$0**
Adjusted Contract Total: **$3,082,902.00** **%** of Increase**: 0**
Billed to Date: $ **2,789,149.40** % Billed: **90.47**
Contract Duration: **180 Days**
Contract Days Used: **258** % of Contract Days: **140**
Additional Rain Days: **77**

Progress this period:

- Met with contractor and BD4 on site to survey the established vegetation. It was determined that in some areas vegetation was not yet established because of weeds. BD4 moved the entire ditch in an effort to allow the Green Armor vegetation to grow. It was agreed to re-survey the area the first week of April.
- Contractor replaced the dumpster enclosure for a second time at the Subway restaurant. The property managers assert the enclosure was not repaired correctly previously.

Planned activities for the period ending April 30, 2012:

- Meet BD4 at the site to re-survey the vegetation.

Project Schedule:

- The project is essentially complete with the exception of vegetation growth.

**McHard Road 16" Water Line and Roadway PER**

Progress this period:

- Attended monthly progress meeting.
- **Met with the consultant to review the H & H efforts.**
- Met with CDMSmith to coordinate the revised Water Model efforts.
- The second round of Right of Entry letters were sent out to affected property owners.
- **The survey work is progressing.**

Planned activities for the period ending April 30, 2012:

- Prepare and attend a monthly progress meeting.
- Meet with BD4.

Project Schedule:

- Project design is scheduled for twenty-four months.

## Westchester Sidewalks and Drainage Project

Progress this period:

- **Attended scoping meeting.**
- Met consultant on site to visually survey the project limits.
- Modified Transportation and Drainage Scope of Services to make applicable to this project.
- Photographed project extents.

Planned activities for the period ending April 30, 2012:

- **Negotiate and execute a contract with engineering consultant.**
- Begin project survey.
- Establish project schedule.

Project Schedule:

## Walnut Street Lift Station

Progress this period:

- **Attended project scoping meeting.**
- Provided GCE with scanned construction plans for the Walnut Street Roadway Reconstruction project.
- Waiting for proposal from the consultant.

Planned activities for the period ending April 30, 2012:

- Hold project Kick-off meeting.
- Modify Utility Scope of Services.
- Establish budget and schedule.

Project Schedule:

City of Pearland | Projects Department

# Monthly Projects Update

**March 29, 2012**

**SH 35 Fill Mitigation Ponds**
**FM 2234 Improvements**
**City of Houston Interconnect**

**Prepared by:**
**Cuong Le**

**For Distribution to City Council**

## SH 35 Fill Mitigation at Hickory Slough & Clear Creek

Design Engineer: S&B Infrastructure
Contractor: Lindsey Construction, Inc. CM: In-House
Billed to Date: **$ 294,956.00** % Billed: **56.8**
Contract Days Used: **49** % of Contract Days: **40.83**

Progress this period:

- **Hickory Slough excavation completed.**
- Construction exit and filter fabric installation completed at Clear Creek.
- Clear Creek excavation started and 25% completed.
- **City of Houston permit approved for Clear Creek pond.**

Planned Activities for period ending April 30, 2012:

- Blocks, sodding and hydromulch completed at Hickory Slough.
- Hickory Slough walk through with all stakeholders.

Project Schedule

- Contract Awarded: January 1, 2012
- Construction NTP issued January 23, 2012
- Scheduled completion May 21, 2012 (substantial completion)

## TxDOT FM2234 Improvements

Design Engineer: CLR, Inc.
Contractor: JD Abrams CM: TxDOT
Contract Amount: **$12,675,636.89**
Contract Duration: **372 working days (18 months)**
Completion Schedule: **January 2012**

Progress for period ending March 2012:

- Completed wrecking out old signal poles after services transfer to new signal heads.
- Test and turn on pedestrian signals.
- TxDOT walk through.

Planned progress for period ending April 2012:

- City of Pearland Traffic Manager submitting punchlist to TxDOT.

## City of Houston Connection (W42051) Alice Street Water Plant

Design Engineer: Camp Dresser & McKee, Inc.
Contractor: Industrial Tx Corp CM: LJA Engineering
Original Contract Amount: $6,846,000.00
Revised Contract Amount: $7,499,493.34
Billed to Date: $7,298,536.48 (thru 8/25/2011) Percent Billed: 97.3%
Original Contract Time: 360 days
Revised Contract Time: 429 days
Contract Days Used: 515 (thru 11/25/2011) Percent Contract Used:120.0%
NTP: June 28, 2010

Progress for period ending March 2012:

- The plant was prepared for the expectation of startup in April

Planned progress for period ending April 2011:

- Plant startup

## City of Houston Connection (W42051) 30" Water Line

Design Engineer: Camp Dresser & McKee, Inc.
Contractor: Huff & Mitchell, Inc. CM: LJA Engineering
Original Contract Amount: $4,176,880.00
Revised Contract Amount: $4,071,426.20
Billed to Date: $3,611,692.55 (thru 7/25/2011) Percent Billed: 88.7%
Total Contract Time: 270 days
Revised Contract Time: 312 days
Contract Days Used: 459 (thru 11/25/2011) Percent Contract Used: 147.1%
NTP: August 23, 2010

Progress for period ending March 2011:

- **Line was flushed repeatedly and a chlorine residual was not present in the water from the City of Houston System**
- Bacteriological testing was completed and passed

Planned progress for period ending April 2011:

- **Put the line into service to begin the plant startup**