

AGENDA

CITY OF PEARLAND ♦ CITY COUNCIL

November 24, 2014

6:30 p.m.

MAYOR
Tom Reid

Keith Ordeneaux
Mayor Pro-Tem
Position No. 4

COUNCIL MEMBERS

Tony Carbone
Position No. 1

Scott Sherman
Position No. 2



Gary Moore
Position No. 3

Greg Hill
Position No. 5

Jon R. Branson
Deputy City Manager

Clay Pearson
City Manager

Trent Epperson
Assistant City Manager

Darrin Coker
City Attorney

Young Lorfing
City Secretary

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



RECOGNITION AND AWARDS NOTICE

Mayor Reid, with Chris Orlea Assistant Director for Parks Recreation announcement of the City of Pearland’s Annual Tree Lighting Ceremony and Christmas Parade on Friday, December 5th and Saturday December 6th at the Pearland Town Center (11200 Broadway).

**CITY TREE LIGHTING CEREMONY
Friday, December 5, 2014
Beginning at 7 p.m.**

We would like to invite you to join us as Mayor Reid and Santa light the City Tree. The H.E.B. “Winter Wonderland” will have a slide and two play areas and UHCL-Pearland is sponsoring Carriage Rides around the Town Center for enjoyment.

The agenda for the evening:

7:00 p.m. – Event Starts – Welcome Announcements

7:10 p.m. – 7:40 p.m. – City Nights Band will play

7:40 p.m. – 8 p.m. – Introduction of Mayor, City Council & Parks Board – Santa’s Arrival And the Lighting of the Tree 8:30-10 p.m – City Nights Band will play

**CHRISTMAS PARADE
Saturday, December 6, 2014
Beginning at 6 p.m.**

The City of Pearland's 33rd Annual Lighted Christmas Parade. This year's theme is “A Parade of Trees” We are looking forward to a brilliant display of trees that will travel west on FM 518 from Pearland Parkway to Old Alvin Road.



**CITY COUNCIL AGENDA
CITY OF PEARLAND
REGULAR COUNCIL MEETING
MONDAY, NOVEMBER 24, 2014 | 6:30 P.M.
COUNCIL CHAMBERS | PEARLAND CITY HALL | 3519 LIBERTY DRIVE
281.652.1600**

- I. CALL TO ORDER**
- II. INVOCATION AND THE PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA FLAG AND TEXAS FLAG**

- III. **ROLL CALL:** Mayor Reid, Mayor Pro-Tem Ordeneaux, Councilmembers Carbone, Sherman, Moore, and Hill.
- IV. **CITIZEN COMMENTS:** In order to hear all citizen comments at a reasonable hour, the City Council requests that speakers respect the three-minute time limit for individual comments and the five-minute time limit for an individual speaking on behalf of a group. This is not a question-answer session, however, it is an opportunity to voice your thoughts with City Council.
- V. **PUBLIC HEARING:** None
- VI. **CONSENT AGENDA:**

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

- A. **Consideration and Possible Action – Approval Of Minutes:**
 - 1. Minutes of the October 27, 2014, Regular Meeting, held at 6:30 p.m.
 - 2. Minutes of the November 3, 2014, Special Meeting, held at 6:00 p.m.
- B. **Consideration and Possible Action – Second and Final Reading of Ordinance No. 2000M-124** – An Ordinance of the City Council of the City of Pearland, Texas, amending Ordinance No. 2000M, the zoning map of the City of Pearland, Texas, for the purpose of changing the classification of certain real property, being Tract No. 26 of Westchester Estates, according to the Jack C. McKnight Survey thereof dated April 6, 1962, a partition in the H.T. & B. Railroad Survey, Abstract 242, Brazoria County, Texas, located at **2701 Westchester Circle, Zone Change 2014-17Z**, a request of Sergio Guzman, owner/applicant; for approval of a change in zoning from Single Family Residential-1 (R-1) to General Business (GB) on approximately 0.90 acres of land, providing for an amendment of the zoning district map; containing a savings clause, a severability clause, and an effective date and other provisions related to the subject.
- C. **Consideration and Possible Action – Second and Final Reading of Ordinance No. Ordinance No. 220-11** – An Ordinance of the City Council of the City of Pearland, Texas, amending Article 2, Rates and Charges, of Chapter 30, Utilities, of the City of Pearland Code of Ordinances, as it may have been, from time to time, amended, relating to water and sewer extensions, pro rata charges, and other charges established on certain properties in the vicinity of Hawk Road and Cullen Parkway; providing a penalty for violation; having a savings clause, a severability clause, and a repealer clause; providing for codification, publication and an effective date.

- D. **Consideration and Possible Action – Resolution No. R2014-143** – A Resolution of the City Council of the City of Pearland, Texas, authorizing a professional services contract with Brown and Gay Engineers, in the amount of \$68,998.00, for design services associated with the Tom Bass Park Waterline Loop Project.
- E. **Consideration and Possible Action – Resolution No. R2014-149** – A Resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into a Business Support Services Agreement with PST Services, Inc., associated with the City’s participation in the Texas Ambulance Supplemental Payment Program, in the estimated amount of \$50,000.00 annually.
- F. **Consideration and Possible Action – Resolution No. R2014-142** – A Resolution of the City Council of the City of Pearland, Texas, accepting the City’s Investment Report for the quarter ending September 2014.
- G. **Consideration and Possible Action – Resolution No. R2014-145** – A Resolution of the City Council of the City of Pearland, Texas, renewing a bid for the purchase of fire bunker gear from Dooley Tackaberry, Inc., in the estimated amount of \$111,696.00, for the period of December 10, 2014 through December 9, 2015.

VII. MATTERS REMOVED FROM CONSENT AGENDA

VIII. NEW BUSINESS:

- 1. **Consideration and Possible Action – Resolution No. R2014-132** – A Resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to renew a Software Maintenance Contract with Sungard HTE/OSSI for estimated cost of \$238,291.24 for the period of October 1, 2014 through September 30, 2015.
- 2. **Consideration and Possible Action – Resolution No. R2014-146** – A Resolution of the City Council of the City of Pearland, Texas, awarding a bid for construction services in the amount of \$3,669,000.00 to the Crain Group, LLC., for the construction of Fire Station No .2.
- 3. **Consideration and Possible Action – Resolution No. R2014-147** – A Resolution of the City Council of the City of Pearland, Texas, appointing one (1) representative and one (1) alternate to the Houston-Galveston Area Council 2015 General Assembly and Board of Directors.
- 4. **Consideration and Possible Action – First Reading of Ordinance No. 2000M-126** – An Ordinance of the City Council of the City of Pearland, Texas, amending Ordinance No. 2000M, the zoning map of the City of Pearland, Texas, for the purpose of changing the classification of certain real property, being 26.524 acres of land located in the Thomas J. Green Survey, Abstract No. 198, Brazoria County, Texas, more particularly being a portion of the residue of that certain called 140.6899 acre tract conveyed to Martha Alexander Crouch by instrument of record in Volume 1595, Page 422 of the Deed Records of said Brazoria County (B.C.D.R.) and a portion of the

residue of that certain called 172.0566 acre tract conveyed to Robert L. Alexander by instrument of record in Volume 1725, Page 193 (B.C.D.R.), Brazoria County, Texas (generally **located at the southeast corner of Pearland Pkwy. and Barry Rose Rd., Pearland, Texas**), **Zone Change 2014-11Z**; a request of Salim Obeid, LJA Engineering, applicant; on behalf of Robert Lee Alexander, owner; by his attorney A.G.Crouch; for approval of a change in zoning from Office Professional (OP), General Business (GB) and Single Family Residential 2 (R2) to a non-residential Planned Development (PD) known as Pearland Marketplace on approximately 26.5 acres of land, providing for an amendment of the zoning district map; containing a savings clause, a severability clause and an effective date and other provisions related to the subject.

5. **Consideration and Possible Action of – Resolution No. R2014-144** – A Resolution of the City Council of the City of Pearland, Texas, awarding a bid for the purchase of eighteen (18) fleet vehicles from Caldwell Country Chevrolet in the amount of \$523,961.00 through the TASB Buyboard, and one (1) ambulance body remount from Sterling McCall Ford in the amount of \$83,100.00 through the HGAC cooperative purchasing contract.

OTHER BUSINESS: None

IX. MAYOR/COUNCIL ISSUES

X. ADJOURNMENT

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

All agenda supporting documents are available at pearlandtx.gov

Consent Agenda Item A

A. Consideration And Possible Action – Approval Of Minutes:

1. Minutes of the October 27, 2014, Regular Meeting, held at 6:30 p.m.
2. Minutes of the November 3, 2014, Special Meeting, held at 6:00 p.m.

MINUTES OF A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, HELD ON MONDAY, OCTOBER 27, 2014, AT 6:30 P.M., IN THE COUNCIL CHAMBERS, CITY HALL, 3519 LIBERTY DRIVE, PEARLAND, TEXAS.

Mayor Reid called the meeting to order at 6:30 p.m. with the following present:

Mayor	Tom Reid
Mayor Pro-Tem	Keith Ordeneaux
Councilmember	Tony Carbone
Councilmember	Scott Sherman
Councilmember	Gary Moore
Councilmember	Greg Hill
City Manager	Clay Pearson
City Attorney	Darrin Coker
City Secretary	Young Lorfing

Others in attendance: Daniel Baum Deputy Fire Chief; Matt Buchanan President of Pearland Economic Development Cooperation; J.C. Doyle Police Chief; Trent Epperson Assistant City Manager; Michelle Graham Director of Parks and Recreation; Bonita Hall Director of Human Resource and Safety Management; Lata Krishnarao Director of Community Development; Kim Sinistore Executive Director of the Convention/Visitors Bureau; Eric Wilson Public Works Director; Sparkle Anderson Communications Manager; Skipper Jones Assistant Director of Capital Projects; Johnna Matthews City Planner; Bob Pearce Purchasing Officer.

The invocation was given by Mayor Pro-Tem Ordeneaux, and the Pledge of Allegiance was led by J.C. Doyle Police Chief.

CALL TO ORDER

ROLL CALL: Mayor Reid, Mayor Pro-Tem Ordeneaux, Councilmembers Carbone, Sherman, Moore, and Hill.

CITIZEN COMMENTS:

Michael Parks, 2309 Paradise Canyon Drive, addressed Council stating as the President of Brazoria County Municipal Utility District No. 26 there were 211 in attendance at the Homeowners Association meeting regarding the Park near Shadowcreek Ranch. He stated 67% of the people wanted to provide funds for the water, sewer and drainage portion of the park, 16% would like to have more information, and 16% was not in agreement. He further stated if Council has any questions they can contact Maria Shaw with the Shadowcreek Ranch Homeowners Association regarding the thoughts and needs of the residents.

Pedro Rivera, 1004 Chesterwood Drive, addressed Council asking Pearland to remember the first Sunday in November as the Remembrance Day for the Victims Killed by Illegal Aliens. He encourages everyone to share this day with family, friends, and their church. He asked for prayers for fellow Americans that have lost a loved one killed by an illegal alien that was in this country illegally.

PUBLIC HEARING: None.

CONSENT AGENDA:

A. Consideration And Possible Action – Approval Of Minutes:

1. Minutes of the October 6, 2014, Special Meeting, held at 6:30 p.m.
2. Minutes of the September 29, 2014, Regular Meeting, held at 6:30 p.m.

B. Consideration and Possible Action – Second and Final Reading of Ordinance No. 2000M-120 – An Ordinance of the City Council of the City of Pearland, Texas, amending Ordinance No. 2000M, the zoning map of the City of Pearland, Texas, for the purpose of changing the classification of certain real property, being a tract of land being known as Lot 15 of Darlinda Addition, a subdivision in Brazoria County Texas as recorded in Volume 7, Page 20 of the plat records of said Brazoria County, and being the same tract of land as described in deed to Ernesto Perez and Eveyln Pineda under Clerk’s File Number 2006042620 of the real property records of said Brazoria County, Texas located at **4602 Broadway Street**, Pearland, TX, Zone Change 2014-6Z; a request of Evelyn Pineda, owner/applicant; for approval of a change in zoning from Single Family Residential - 2 (R-2) to Office and Professional (OP) on approximately 0.21 acres of land, providing for an amendment of the zoning district map; containing a savings clause, a severability clause and an effective date and other provisions related to the subject.

C. Consideration and Possible Action – Second and Final Reading of Ordinance No. 2000M-121 – An Ordinance of the City Council of the City of Pearland, Texas, amending Ordinance No. 2000M, the zoning map of the City of Pearland, Texas, for the purpose of changing the classification of certain real property, being 29.331 acres of land located in the H.T. & B.R.R. Company Survey, Section 81, Abstract Number 300, Brazoria County, Texas, being a portion of Lots 38, 39, 40, 49 and 50 of the Allison Richey Gulf Coast Home Company’s Part of Suburban Gardens, a subdivision of record in Volume 2, Page 98 of the Brazoria County Plat Records, being a portion of Business Center Planned Development Tract C-4, the plat thereof recorded under Document Number 2013-033688 in the Official Public Records of Brazoria County Texas, further being the residue of a 30.583 acre tract (Part One) and the residue of a 9.990 acre tract (Part Two) described in the deed from Compass Bank to Parkside 59/288 LTD. Recorded under Document No. 2011012491, in the Official Public Records of Brazoria County, Texas, located at the **northwest corner of County Road 59 and State Highway 288**, Zone Change 2014-15Z, a request of BGE Kerry R. Gilbert and Associates, applicant; on behalf of Parkside 59/288 LTD, owner; for approval of an amendment to the Business Center PD; on approximately 29.331 acres of land, providing for an amendment of the zoning district map; containing a savings clause, a severability clause, and an effective date and other provisions related to the subject.

D. Consideration and Possible Action – Second and Final Reading of Ordinance No 2000M-122 – An Ordinance of the City Council of the City of Pearland, Texas, amending Ordinance No. 2000M, the zoning map of the City of Pearland, Texas, for the purpose of changing the classification of certain real property, being 1.707 acres of land located in the Thomas J. Green Survey, Abstract 198, Brazoria County, Texas, more particularly being all of Lot A and a portion of Lot B, Block 1 of Amending Plat No. 1, Province Village Drive, Office Park and Reserves, a

subdivision of record under Doc # 2008019410 of the Official Public Records of Brazoria County, Texas (B.C.O.P.R.), located at the **southeast corner of Province Village Drive and Pearland Parkway**, Zone Change 2014-16Z, a request of LJA Engineering, applicant; on behalf of A S 121 Pearland Parkway-Broadway Street, L.P., owner; for a change in zoning to amend the Province Village PD, on approximately 1.707 acres of land, providing for an amendment of the zoning district map; containing a savings clause, a severability clause, and an effective date and other provisions related to the subject.

- E. Consideration and Possible Action – Second and Final Reading of Ordinance No. CUP 2014-08** – An Ordinance of the City Council of the City of Pearland, Texas, approving a Conditional Use Permit for certain property, being a 2.225 acre (96,940 square feet) tract of land in the H.T. & B.R.R. Co. Survey, Abstract 309, Brazoria County, Texas, said 2.225 acre tract is in the south one-half of lot 30 of the Allison-Richey Gulf Coast Home Company's Part of Suburban Gardens Subdivision as recorded in Volume 2, Page 23 of the Brazoria County Map records and is further described as being part of a tract of land described in a deed conveyed from Garfield Clark, Jr. to Danny L. Blumrick executed on March 10, 1999 as recorded in Clerk's File No. 99 012327 in the Brazoria County Clerk's and all of a 0.9326 acre tract of land described in a deed conveyed from Garfield Clark, Jr. to Danny L. Blumrick executed on November 28, 2000 as recorded in Clerk's File No. 01 034492 in Brazoria County Clerk's Office Brazoria County, Texas; located at **3030 Cullen Parkway**, Pearland, TX; Conditional Use Permit Application No. CUP 2014-08, to allow for a Church, Temple, or Place of Worship within the Neighborhood Services (NS) Zoning District at the request of Pirooz Farhoomand, applicant; on behalf of Artisan Estates, owner; containing a savings clause, a severability clause, an effective date and other provisions related to the subject.
- F. Consideration and Possible Action – Second and Final Reading of Ordinance No. 443-1** – An Ordinance of the City Council of the City of Pearland, Texas, amending Chapter 30, Article III, Sewers, of the City of Pearland Code of Ordinances, for the; having a savings clause, a severability clause, and a repealer clause; providing for publication, codification, and an effective date.
- G. Consideration and Possible Action – Second and Final Reading of Ordinance No. 1508** – An Ordinance of the City Council of the City of Pearland, Texas, adopting a Water Conservation and Drought Contingency and Water Emergency Response Plan for the City of Pearland to promote responsible use of water and to provide for penalties and/or the disconnection of water service for noncompliance with the provisions of the Water Conservation and Drought Contingency and Water Emergency Response Plan.
- H. Consideration and Possible Action** – The reappointment of Jerry Acosta to Position No. 1, with the term expiring November 1, 2017, Russell Milam to Position No. 2, with the term expiring November 1, 2018 and Susan C. Dieterich to Position No. 5, with the term expiring November 1, 2019 on the Building/Fire Code Board of Adjustments.

- I. **Consideration and Possible Action** – Ratify the City Manager’s reappointment of Charles McMurrey, to Position No. 2, on the Civil Service Commission for a 3-year term expiring November 1, 2017.
- J. **Consideration and Possible Action** – The reappointment of Arlene F. Ford to Position No. 5, with the term expiring November 1, 2017, Lonzie C. Helms to Position No. 6, with the term expiring November 1, 2017 and Stephen H. Saboe to Position No. 7, with the term expiring November 1, 2017 on the Convention and Visitor’s Bureau Advisory Board.
- K. **Consideration and Possible Action** – The reappointment of Bill Sloan to Position No. 2, with the term expiring November 1, 2016, and Ed Baker to Position No. 4, with the term expiring November 1, 2016 on the Development Authority of Pearland Board.
- L. **Consideration and Possible Action** – The reappointment of Ron Bavarian to Position No. 1, with the term expiring November 1, 2016, and Robert Kettle to Position No. 3, with the term expiring November 1, 2016 on the Electrical Board.
- M. **Consideration and Possible Action** – The reappointment of George Geiby to Position No. 1, with the term expiring November 1, 2017, and Geoffrey H. Tonini to Position No. 4, with the term expiring November 1, 2017 on the Library Board.
- N. **Consideration and Possible Action** – The reappointment of Herbert Fain to Position No. 3, with the term expiring November 1, 2016, Gary W. Cook to Position No. 4, with the term expiring November 1, 2016 and Kenneth R. Phillips to Position No. 5, with the term expiring November 1, 2016 on the Tax Increment Reinvestment Zone No. 2 Board.
- O. **Consideration and Possible Action** – The reappointment of Dale E. Pillow to Position No. 1, with the term expiring November 1, 2016, Donald R. Glenn to Position No. 3, with the term expiring November 1, 2016, Jessica L. Anderson to Position No. A1, with the term expiring November 1, 2016 and Shannon McAuliffe to Position No. A3, with the term expiring November 1, 2016 on the Zoning Board of Adjustments.
- P. **Consideration and Possible Action – Resolution No. R2014-130** – A Resolution of the City Council of the City of Pearland, Texas, authorizing a contract for Construction Management and Inspections services, associated with the SH 35 Water Line Project, to Jacobs Project Management Co., in the amount of \$102,578.00.

Councilmember Carbone asked that Consent Agenda Item P be removed from the Consent Agenda for further discussion.

Councilmember Carbone made the motion, seconded by Councilmember Sherman, to adopt Consent Agenda Items A through P with the exception of item P as presented on the Consent Agenda.

Voting “Aye” Councilmembers Carbone, Sherman, Ordeneaux, Moore, and Hill.

Voting “No” None.

Motion Passed 5 to 0.

MATTERS REMOVED FROM CONSENT AGENDA:

As requested by Councilmember Carbone Consent Agenda item P was removed for further discussion.

- P. Consideration and Possible Action – Resolution No. R2014-130** – A Resolution of the City Council of the City of Pearland, Texas, authorizing a contract for Construction Management and Inspections services, associated with the SH 35 Water Line Project, to Jacobs Project Management Co., in the amount of \$102,578.00.

Councilmember Carbone made the motion, seconded by Councilmember Sherman, to approve Resolution No. R2014-130.

City Manager Clay Pearson reported the SH35 water line from FM518 to Magnolia project is a priority in order to provide adequate water supply in the area by completing the 16” line along SH35 and because it replaces the aging 6” and 8” AC pipe lines along this corridor.

Discussion ensued between Council and Assistant Director of Capital Projects Skipper Jones regarding fire hydrants being removed due to this water line project.

Voting “Aye” Councilmembers Hill, Moore, Ordeneaux, Sherman, and Carbone.

Voting “No” None.

Motion Passed 5 to 0.

NEW BUSINESS:

First And Only Reading of Ordinance No. 2000M-123 – An Ordinance of the City Council of the City of Pearland, Texas, amending Ordinance No. 2000M, the zoning map of the City of Pearland, Texas, for the purpose of changing the classification of certain real property, being 47.717 acres of land and legally described as being a 47.717 acre tract of land located in the W.B. Dobson Survey, Abstract-1 87, in Brazoria County, Texas; said 47.717 acre tract being the remainder of a called 48.35 acre tract recorded in the name of Bruno Bagnoli in Volume 339, Page 319, of the Brazoria County Deed Records (B.C.D.R.), Brazoria County, Texas, Brazoria County, Texas located at the northeast corner of Brookside Road (future McHard Road) and Cullen Parkway, Zone Change 2014-10-Z, a request of James Johnson, Lake Park Pearland, Ltd., applicant; on behalf of James Johnson, FYCW, Ltd, owner; for approval of a change in zoning from Single Family Estate District (RE) to a mixed- use Planned Development (PD) known as Pearland’s Lake Park; on approximately 47 acres of land, providing for an amendment of the zoning district map; containing a savings clause, declaring an emergency, a severability clause, and an effective date and other provisions related to the subject.

Councilmember Sherman made the motion, seconded by Mayor Pro-Tem Ordeneaux to approve Ordinance No. 2000M-123 on its First and Only Reading.

Mayor Reid read into the record the Planning & Zoning Commission's recommendation to forward to Council for approval of Zone Change 2014-10Z.

Director of Community Development Lata Krishnarao reported the subject property includes approximately 47 acres of land, of which the applicant is proposing a mixed-use Planned Development (PD) known as Pearland's Lake Park. It will include a 375-unit residential product, as well as non-residential uses along the perimeter of the subject property fronting Cullen Parkway and Brookside Road. The overlay zoning districts for the development are Townhouse Residential District (TH), for the residential units and General Business (GB) and Office and Professional (OP) zoning districts. Pearland's Lake Park Planned Development will be constructed in three (3) phases. Staff recommends approval of the request to rezone the approximately 47 acres to Pearland's Lake Park Planned Development (PD), subject to conditions.

Lake Park Pearland, Ltd. Developer James Johnson clarified his understanding of the conditions and comments.

Discussion ensued between Council and Director of Community Development Lata Krishnarao regarding condition number one, Development Standards.

Voting "Aye" Councilmembers Carbone, Ordeneaux, Moore, and Hill.

Voting "No" Councilmember Sherman.

Motion Passed 4 to 1.

Council Action – Resolution No. R2014-129 – A Resolution of the City Council of the City of Pearland, Texas, awarding a bid for construction services, associated with the McHard Road Drainage at Country Place Project, to AR Turnkey Construction Company, in the amount of \$301,374.00.

Mayor Pro-Tem Ordeneaux made the motion, seconded by Councilmember Sherman, to approve Resolution No. R2014-129.

City Manager Clay Pearson reported Council is being asked to award a bid for construction services, associated with the McHard Road Drainage at Country Place Project, to AR Turnkey Construction Company in the amount of \$301,375.

Voting "Aye" Councilmembers Hill, Moore, Ordeneaux, Sherman, and Carbone.

Voting "No" None.

Motion Passed 5 to 0.

Council Action – Resolution No. R2014-131 – A Resolution of the City Council of the City of Pearland, Texas, awarding a unit supply contract for water fittings and related parts to MDN Enterprises and HD Waterworks in the estimated amount of \$448,940.00 beginning October 28, 2014 through October 27, 2015.

Councilmember Moore made the motion, seconded by Councilmember Carbone, to approve Resolution No. R2014-131.

City Manager Clay Pearson reported City Council approved a bid award in October, 2013, for the purchases of water fittings and related parts, pursuant to the specifications of Bid #0813-81, to three companies. HD supply Waterworks, Ferguson Waterworks, and MDN Enterprises. At this year's first renewal period, awarded vendors requested price increases exceeding the allowable Consumer Price Index (CPI) change, and it was necessary to re-bid the contract.

Voting "Aye" Councilmembers Carbone, Sherman, Ordeneaux, Moore, and Hill.

Voting "No" None.

Motion Passed 5 to 0.

Council Action – Appointments to the Parks, Recreation & Beautification Board for Position No. 3, Position No. 4, and Position No. 6.

Councilmember Sherman made the motion, seconded by Mayor Pro-Tem Ordeneaux, to appoint Bethany Earl to Position No. 3 with a term expiring November 1, 2017, Cheryl Weaver to Position No. 4 to unexpired term expiring November 1, 2016 and Valerie Marvin to Position No. 6 with a term expiring November 1, 2017 on the Parks, Recreation and Beautification Board.

Voting "Aye" Councilmembers Carbone, Sherman, Ordeneaux, Moore, and Hill.

Voting "No" None.

Motion Passed 5 to 0.

Council Input and Discussion – Regarding the Policy background and the Utility Impact Fees for new connections as partial offset to cover infrastructure expansion costs.

City Manager Clay Pearson reported Council asked Staff to provide detailed information regarding the basis, purpose, history, mechanics, and economics of Water and Wastewater Impact Fees.

Assistant City Manager Trent Epperson gave an overview of the Water and Wastewater Impact Fees in Pearland.

Council thanked Staff for providing the detailed information regarding impact fees.

Discussion ensued between Council and Assistant City Manager Trent Epperson regarding newer developers, size of development, and size of water meter.

Councilmember Hill asked if there is anyway the City can do something to accommodate small business development if the impact fees are an issue.

Mayor Pro-Tem Ordeneaux stated if the City lowers the impact fees for small businesses that will open the door for the chain businesses. He does not see that there is an easy solution.

Councilmember Carbone stated it is frustrating, there has got to be another option. It seems like the City is punishing the small business.

Assistant City Manager Trent Epperson stated he is not aware of another option after looking at impact fees in Texas and working with the consultants. The impact fees are not there to punish, they are there only to pay a portion of that additional impact on the City's Infrastructure so the City is able to build and have the capacity for a business to expand.

City Attorney Darrin Coker stated in the past the City has attempted a pay plan for impact fees. A new business itself is a risky venture, and as a result, the City has had many people default on their payment plan. The only way the City can protect itself is to have a letter of credit or a form of security which a new business probably does not have, and that is why they default on the payment plan. He further stated the City would need to draft a policy stating when the City would authorize a payment plan. Once the policy is drafted only the ones that fit into that criteria would qualify to be put on a payment plan.

Councilmember Hill stated he is glad Council and Staff had this discussion, but is there a resolution, is Council going to look at a modified payment plan or is Council going to look at this again.

City Manager Clay Pearson stated after hearing the requests from Council, Staff will look at this again and will bring it back to Council in December 2014.

OTHER BUSINESS: None

MAYOR/COUNCIL ISSUES: None.

ADJOURNMENT

Meeting was adjourned at 7:57 p.m.

Minutes approved as submitted and/or corrected this the ____ day of _____, A.D., 2014.

Tom Reid
Mayor

ATTEST:

Young Lorfing, TRMC
City Secretary

MINUTES OF A SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, HELD ON MONDAY, NOVEMBER 3, 2014, AT 6:00 P.M., IN THE COUNCIL CHAMBERS, CITY HALL, 3519 LIBERTY DRIVE, PEARLAND, TEXAS.

Mayor Reid called the meeting to order at 6:00 p.m. with the following present:

Mayor	Tom Reid
Mayor Pro-Tem	Keith Ordeneaux
Councilmember	Tony Carbone
Councilmember	Scott Sherman
Councilmember	Gary Moore
Councilmember	Greg Hill
City Manager	Clay Pearson
City Attorney	Darrin Coker
City Secretary	Young Lorfing

Others in attendance: Jon Branson Deputy City Manager.

Council adjourned into Executive Session under Texas Government Code at 6:01 p.m.

Executive Session under Texas Government Code

1. **Section 551.074 – Personnel Matters** – Regarding appointments to the Boards and Commissions.

New Business Continued:

Council returned from Executive Session at 8:07 p.m.

Council Action – Regarding appointments to the Boards and Commissions.

No Council action taken.

Adjournment

Meeting was adjourned at 8:08 p.m.

Minutes approved as submitted and/or corrected this the _____ day of _____,
A.D. 2014.

Tom Reid
Mayor

ATTEST:

Young Lorfing, TRMC
City Secretary

Consent Agenda Item B

- B. Consideration and Possible Action – Second and Final Reading of Ordinance No. 2000M-124** – An Ordinance of the City Council of the City of Pearland, Texas, amending Ordinance No. 2000M, the zoning map of the City of Pearland, Texas, for the purpose of changing the classification of certain real property, being Tract No. 26 of Westchester Estates, according to the Jack C. McKnight Survey thereof dated April 6, 1962, a partition in the H.T. & B. Railroad Survey, Abstract 242, Brazoria County, Texas, located at **2701 Westchester Circle, Zone Change 2014-17Z**, a request of Sergio Guzman, owner/applicant; for approval of a change in zoning from Single Family Residential-1 (R-1) to General Business (GB) on approximately 0.90 acres of land, providing for an amendment of the zoning district map; containing a savings clause, a severability clause, and an effective date and other provisions related to the subject.

Consent Agenda Item B

- B. Consideration and Possible Action – Second and Final Reading of Ordinance No. 2000M-124** – An Ordinance of the City Council of the City of Pearland, Texas, amending Ordinance No. 2000M, the zoning map of the City of Pearland, Texas, for the purpose of changing the classification of certain real property, being Tract No. 26 of Westchester Estates, according to the Jack C. McKnight Survey thereof dated April 6, 1962, a partition in the H.T. & B. Railroad Survey, Abstract 242, Brazoria County, Texas, located at **2701 Westchester Circle, Zone Change 2014-17Z**, a request of Sergio Guzman, owner/applicant; for approval of a change in zoning from Single Family Residential-1 (R-1) to General Business (GB) on approximately 0.90 acres of land, providing for an amendment of the zoning district map; containing a savings clause, a severability clause, and an effective date and other provisions related to the subject.

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

AGENDA OF: November 24, 2014	ITEM NO.: Ordinance No. 2000M-124				
DATE SUBMITTED: November 3, 2014	DEPT. OF ORIGIN: Planning				
PREPARED BY: Johnna Matthews	PRESENTOR: Lata Krishnarao				
REVIEWED BY: Lata Krishnarao	REVIEW DATE: November 5, 2014				
<p>SUBJECT: Ordinance No. 2000M-124 - An ordinance of the City Council of the City of Pearland, Texas, amending Ordinance No. 2000M, the zoning map of the City of Pearland, Texas, for the purpose of changing the classification of certain real property, being Tract No. 26 of Westchester Estates, according to the Jack C. McKnight Survey thereof dated April 6, 1962, a partition in the H.T. & B. Railroad Survey, Abstract 242, Brazoria County, Texas, located at 2701 Westchester Circle, Zone Change 2014-17Z, a request of Sergio Guzman, owner/applicant; for approval of a change in zoning from Single Family Residential-1 (R-1) to General Business (GB) on approximately 0.90 acres of land, providing for an amendment of the zoning district map; containing a savings clause, a severability clause, and an effective date and other provisions related to the subject.</p>					
<p>ATTACHMENTS: Ordinance No. 2000M-124 and Exhibits (Exhibit A – Legal Description; Exhibit B – Vicinity Map Description; Exhibit C - Legal Ad; Exhibit D- Planning and Zoning Commission Recommendation Letter) 10.20.14 Joint Public Hearing Packet</p>					
<p>To be completed by Department:</p> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; width: 25%;">Finance</td> <td style="text-align: center; width: 25%;">Legal</td> <td style="text-align: center; width: 25%;">Ordinance</td> <td style="text-align: center; width: 25%;">Resolution</td> </tr> </table>		Finance	Legal	Ordinance	Resolution
Finance	Legal	Ordinance	Resolution		

EXECUTIVE SUMMARY

The subject property includes approximately 0.90 acres of land, of which the applicant is requesting a change in zoning from the Single Family Residential-1 (R-1) zoning district to the General Business (GB) zoning district. According to the applicant’s letter of intent, the purpose of the requested change in zoning is to convert the existing single family

home into a real estate office. Upon conversion to an office, all requirements of the Unified Development Code (UDC) must be met for a non-residential use.

PUBLIC NOTIFICATION: Public notices, comment forms, and a vicinity map were mailed to the applicant as well as property owners within 200 feet of the subject property under consideration for the zone change. Staff has not received any returned notices regarding the request.

PLANNING AND ZONING COMMISSION DISCUSSION: At the regular meeting of the Planning and Zoning Commission on October 20, 2014, Commissioner Daniel Tunstall made a motion to recommend approval of the zone change request located at 2701 Westchester Circle. The motion was seconded by Commissioner Elizabeth McLane. The motion passed 5/0.

STAFF RECOMMENDATION TO COUNCIL: Consider the change in zoning to amend the zoning of an approximately 0.90 acres located at the southwest corner of Broadway Street and Westchester Circle, commonly known as 2701 Westchester Circle.

Ordinance No. 2000M-124

An ordinance of the City Council of the City of Pearland, Texas, amending Ordinance No. 2000M, the zoning map of the City of Pearland, Texas, for the purpose of changing the classification of certain real property, being Tract No. 26 of Westchester Estates, according to the Jack C. McKnight Survey thereof dated April 6, 1962, a partition in the H.T. & B. Railroad Survey, Abstract 242, Brazoria County, Texas, located at **2701 Westchester Circle**, Zone Change 2014-17Z, a request of Sergio Guzman, owner/applicant; for approval of a change in zoning from Single Family Residential-1 (R-1) to General Business (GB) on approximately 0.90 acres of land, providing for an amendment of the zoning district map; containing a savings clause, a severability clause, and an effective date and other provisions related to the subject.

WHEREAS, Sergio Guzman, owner/applicant; is requesting approval of a change in zoning from Single Family Residential 1 (R-1) to General Business (GB) on approximately 0.90 acres of land; said property being legally described in the legal description attached hereto and made a part hereof for all purposes as Exhibit "A," and more graphically depicted in the vicinity map attached hereto and made a part hereof for all purposes as Exhibit "B," and

WHEREAS, on the 20th day of October, 2014, a Joint Public Hearing was held before the Planning and Zoning Commission and the City Council of the City of Pearland, Texas, notice being given by publication in the official newspaper of the City, the affidavit of publication being attached hereto and made a part hereof for all purposes as Exhibit "C," said call and notice being in strict conformity with provisions of Section 1.2.2.2 of Ordinance No. 2000T; and

WHEREAS, on the 20th day of October, 2014, the Planning and Zoning Commission submitted its report and recommendation to the City Council regarding the proposed zone change application of Sergio Guzman, owner/applicant; for approval of a change in zoning from Single Family Residential 1 (R-1) to General Business (GB) on

approximately 0.90 acres of land, said recommendation attached hereto and made a part hereof for all purposes as Exhibit "D"; and

WHEREAS, upon receipt of the report from the Planning and Zoning Commission, City Council considered this application and the recommendation of the Planning and Zoning Commission at regular meetings on the 10th day of November 2014 and the 24th day of November 2014; and

WHEREAS, the City Council having fully heard the testimony and argument of all interested parties, and having been fully advised in the premises, finds that in the case of the application of Sergio Guzman, owner/applicant; for approval of a change in zoning from Single Family Residential 1 (R-1) to General Business (GB) on approximately 0.90 acres of land, presented which, in the judgment of the City Council, would justify the approval of said application; now, therefore,

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

Section I. The following described property located within the corporate City Limits of the City of Pearland, Texas, and presently classified as Single Family Residential 1 (R-1), is hereby granted a change in zoning to General Business (GB), in accordance with all conditions and requirements of the current Unified Development Code and incorporated for all purposes, such property being more particularly described as:

LEGAL DESCRIPTION: Tract No. 26 of Westchester Estates, according to the Jack C. McKnight Survey thereof dated April 6, 1962, a partition in the H.T. & B. Railroad Survey, Abstract 242, Brazoria County, Texas

GENERAL LOCATION: 2701 Westchester Circle, Pearland, TX

Section II. The City Council of the City of Pearland finds and determines that the recitations in the preamble hereof are true and that all necessary prerequisites of law

have been accomplished and that no valid protest of the proposed change has been made. The City Council further finds and determines that there has been compliance with the mandates of law in the posting and presentation of this matter to the Planning and Zoning Commission and to the City Council for consideration and decision.

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

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

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

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

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

PASSED, APPROVED, and ADOPTED on First Reading this 10th day of

November, 2014.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

PASSED, APPROVED, and ADOPTED on Second and Final Reading this 24th
day of November, 2014.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

Exhibit A
Legal Description

Tract No. 26 of Westchester Estates, according to the Jack C. McKnight Survey thereof dated April 6, 1962, a partition in the H.T. & B. Railroad Survey, Abstract 242, Brazoria County, Texas

**Exhibit B
Vicinity Map**



Exhibit C
Legal Ad

**NOTICE OF A JOINT PUBLIC HEARING OF
THE CITY COUNCIL**

AND

**THE PLANNING AND ZONING COMMISSION
OF THE CITY OF PEARLAND, TEXAS**

ZONE CHANGE APPLICATION NUMBER: 2014-17Z

Notice is hereby given that on October 20, 2014 at 6:30 p.m., the City Council and Planning and Zoning Commission of the City of Pearland, in Brazoria, Harris and Fort Bend Counties, Texas, will conduct a joint public hearing in the Council Chambers of City Hall, located at 3519 Liberty Drive, Pearland, Texas, at the request of Sergio Guzman, applicant and owner; for approval of a change in zoning from the Single Family Residential – 1 (R-1) zoning district to the General Business (GB) zoning district; on approximately .861 acres of land, to wit:

Being tract 26 of Westchester Estates, according to the Jack C. McKnight Survey thereof, dated April 6, 1962, a partition in the H.T.&B. Railroad Survey, Abstract 242, in Brazoria County, Texas.

General Location: 2701 Broadway Street, Pearland, TX

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

Ian Clowes
Senior Planner

Exhibit E
Planning and Zoning Commission Recommendation Letter



Planning & Zoning Commission

October 21, 2014

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

Re: Recommendation on Zone Change Application No. 2014-17Z, 2701 Westchester Circle

Honorable Mayor and City Council Members:

At their meeting on October 20, 2014, the Planning and Zoning Commission considered the following:

A request of Sergio Guzman, owner/applicant; for approval of a change in zoning from Single Family Residential-1 (R-1) to General Business (GB) on approximately 0.90 acres of land, to wit:

Legal Description: Tract No. 26 of Westchester Estates, according to the Jack C. McKnight Survey thereof dated April 6, 1962, a partition in the H.T. & B. Railroad Survey, Abstract 242, Brazoria County, Texas.

General Location: 2701 Westchester Circle, Pearland, TX

Commissioner Daniel Tunstall made a motion to recommend approval of the zone change request located at 2701 Westchester Circle. The motion was seconded by Commissioner Elizabeth McLane. The motion passed 5-0, with Chairman Henry Fuertes, Vice Chair Daniel Tunstall, Commissioner Elizabeth McLane, Commissioner Derrick Reed and Commission Mary Starr, all voting in favor of the requested zone change.

Sincerely,

Johnna Matthews

A handwritten signature in cursive script that reads "Johnna Matthews".

City Planner
On behalf of the Planning and Zoning Commission



JOINT PUBLIC HEARING
THE CITY COUNCIL CITY AND THE PLANNING AND ZONING COMMISSION OF
THE CITY OF PEARLAND, TEXAS,
MONDAY, OCTOBER 20, 2014, AT 6:30 P.M.
COUNCIL CHAMBERS - CITY HALL-3519 LIBERTY DRIVE

I. CALL TO ORDER

II. PURPOSE OF HEARING

Zone Change Application No. 2014-17Z

A request of Sergio Guzman, owner/applicant; for approval of a change in zoning from Single Family Residential-1 (R-1) to General Business (GB) on approximately 0.90 acres of land, to wit:

Legal Description: Tract No. 26 of Westchester Estates, according to the Jack C. McKnight Survey thereof dated April 6, 1962, a partition in the H.T. & B. Railroad Survey, Abstract 242, Brazoria County, Texas.

General Location: 2701 Westchester Circle, Pearland, TX

III. APPLICATION INFORMATION AND CASE SUMMARY

- A. STAFF REPORT
- B. APPLICANT PRESENTATION
- C. STAFF WRAP UP

IV. PERSONS WISHING TO SPEAK FOR OR AGAINST THE PROPOSED REQUEST

V. COUNCIL/PLANNING COMMISSION/STAFF DISCUSSION

VI. ADJOURNMENT

This site is accessible to disabled individuals. For special assistance, please call Young Lorfing, City Secretary, at 281-652-1655 prior to the meeting so that appropriate arrangements can be made.



Memo

To: City Council and Planning and Zoning Commission

From: Planning Department

Date: October 20, 2014

Re: Zone Change Application Number 2014-17Z

A request of Sergio Guzman, owner/applicant; for approval of a change in zoning from Single Family Residential-1 (R-1) to General Business (GB) on approximately 0.90 acres of land, located at 2701 Westchester Circle, Pearland, TX.

Proposal

The subject property includes approximately 0.90 acres of land, of which the applicant is requesting a change in zoning from the Single Family Residential-1 (R-1) zoning district to the General Business (GB) zoning district. According to the applicant's letter of intent, the purpose of the requested change in zoning is to convert the existing single family home into a real estate office. Upon conversion to an office, all requirements of the Unified Development Code (UDC) must be met for a non-residential use.

Public Notification/Comment

Staff sent public notices, comment forms and a vicinity map to the owner/applicant and to property owners within 200 feet of the site. Additionally, a legal notice of the public hearing was published in the local newspaper, and a notification sign was placed on the property by the applicant.

As of the date of this writing, staff has not received any returned notices from property owners within 200 feet of the site.

Recommendation

Staff recommends approval of the request to change the zoning of the approximately 0.90- acre site from R-1 to GB for the following reasons:

1. The change in zoning will result in conformance with the Comprehensive Plan, as the current zoning of R-1 does not conform to the future land use designation of Retail, Offices and Services.
2. The purpose of the proposed zoning district of GB is to permit an extensive variety of commercial uses including retail trade, personal and business service establishments, offices and commercial recreational uses of limited scope. These types of commercial uses are conducted wholly under a permanent part of the main business structure, such as a marquee. Broadway Street in this location is developed with a host of commercial uses including restaurants, auto-related uses and retail.
3. The existing residential adjacency standards will ensure that any proposed non-residential use has no major impact on the existing single family homes to the south.
4. All applicable requirements of the UDC will be met upon conversion of the structure from residential to office use.

Exhibits

1. Staff Report
2. Aerial Map
3. Zoning Map
4. Future Land Use Map
5. Notification Map
6. Notification List
7. Applicant Packet



Exhibit 1 Staff Report

Summary of Request

The applicant is requesting approval of a change in zoning from the Single Family Residential-1 (R-1) zoning district to the General Business (GB) zoning district on approximately 0.90 acres of land located at the southeast corner of Broadway Street and Westchester Circle. According to the applicant's letter of intent, the purpose of the requested change in zoning is to convert the existing single family home into a real estate office.

Site History

The subject property is currently developed with a single family home with an attached garage, which, according to Brazoria County Appraisal district records was constructed in 1977, with a carport added in 1995. The property was annexed into the City of Pearland in 1995. Since prior to the adoption of the Unified Development Code (UDC) in 2006, the property has retained the existing zoning of R-1.

With the exception of the single family subdivision to the south; Westchester Estates, the site is surrounded by non-residential uses and non-residential zoning districts to the north, west and east. The below table identifies surrounding uses and zoning districts:

	Zoning	Land Use
North	General Business (GB)	Undeveloped, Waffle House
South	Single Family Residential 1 (R-1)	Westchester Estates
East	General Business (GB)	Tottenberry's Private Preschool
West	General Business (GB)	O'Reilly Auto Parts

Conformance with the Thoroughfare Plan

The subject property has approximately 150 feet of frontage along Broadway Street; a major thoroughfare, which requires 120 feet of right-of-way. According to the survey submitted with the application, the existing right-of-way along Broadway Street is 100 feet. Should the property require platting in the future, a portion of the ultimate right-of-way will be required to be dedicated. The property also has frontage on Westchester Circle; a local street, which requires 50 feet of right-of-way. According to GIS records, the existing right-of-way width along Westchester Circle is approximately 60 feet and meets the requirements of the thoroughfare plan.

Conformance with the Unified Development Code

The GB zoning district is intended to permit an extensive variety of commercial uses including retail trade, personal and business service establishments, offices and commercial recreational uses of limited scope. The subject property meets the requirements of the proposed General Business (GB) zoning district as it relates to lot area, width and depth.

General Business (GB) Area Regulations		
Size of Lots	Required	Existing Lot Dimensions
Minimum Lot Size	22,500 sf.	37,500 sf.
Minimum Lot Width	150 ft.	150 ft.
Minimum Lot Depth	125 ft.	250 ft.

Upon conversion to a non-residential use, all applicable requirements of the UDC for non-residential uses must be met, including façade requirements, residential adjacency screening standards, and parking requirements, including surface and quantity.

Conformance with the Comprehensive Plan

The proposed change in zoning from R-1 to GB will result in compliance with the future land use designation of the Comprehensive Plan, which is “Retail, Offices and Services.” According to the Comprehensive Plan, properties located within the aforementioned future land use designation should include neighborhood or convenience shopping centers or separate uses, preferably located at major street intersections, with limited outdoor retail activities. Nonresidential uses should buffer from neighboring single family residential uses. Appropriate zoning districts include the proposed zoning district of General Business (GB), Office and Professional (OP), and Neighborhood Service (NS).

Platting Status

The subject property is not platted. Any increase in building footprint or in impervious surface (paving) will trigger platting.

Availability of Utilities

The subject property has access to utilities. GIS data indicate that water is available to the site via an existing 16-inch waterline along Broadway Street and an existing 8-inch waterline along Westchester Circle. Additionally, there is an existing 8-inch sewer line along Broadway. The impact of the proposed use on the current infrastructure will also be analyzed at the time of permitting.

Impact on Existing and Future Development

Most surrounding properties are developed with and zoned for non-residential uses, with the exception of the property to the north of the site, which is undeveloped and zoned GB, and the single family subdivision; Westchester Estates, to the south, which is zoned R-1. Broadway Street, however, in this location is developed with and zoned for non-residential uses. Existing uses along Broadway Street in this area include a host of non-residential uses including restaurants, auto-related uses and retail.

There should be no major negative impacts to surrounding properties. Various improvements will be required as a result of the change in use from residential to non-residential, including residential adjacency standards to the south, which will provide a minimum buffer of 25 feet from the proposed non-residential use. Screening options include the following:

1. A 25-foot landscape buffer which shall remain open and unobstructed (no parking, driveways, etc.) and an opaque screening wall a minimum of 6-feet, but not to exceed 8-feet in height; or
2. In situations where a fence exists along the property line between the nonresidential and residential use, the screening shall be achieved by a 30-foot buffer and a vegetative screen dense enough to be completely opaque year round, which is at least 4 feet tall at planting and at least 8 feet tall within 12 months, unless the nonresidential use obtains permission from the owner(s) of the existing fence to replace said fence with the above required opaque screening wall.

The existing residential adjacency standards will ensure that any proposed non-residential use has no major impact on the existing single family homes.

Additional Comments

The request has been reviewed by the City's Development Review Committee (DRC), and there were no additional comments from other departments at the time of this report.

Public Notification

Staff sent public notices, comment forms and a vicinity map to the applicant, the owner of the property and to property owners within 200 feet of the subject property under consideration for the zone change. Additionally, a legal notice of the public hearing was published in the local newspaper, and a notification sign was placed on the property by the applicant.

Opposition to or Support of Proposed Request

Staff has not received any returned notices in opposition to or in support of the proposed change in zoning request.

Recommendation

Staff recommends *approval* of the request to change the zoning of the approximately 0.90 acre site from R-1 to GB for the following reasons:

1. The change in zoning will result in conformance with the Comprehensive Plan, as the current zoning of R-1 does not conform to the future land use designation of Retail, Offices and Services.
2. The purpose of the proposed zoning district of GB is to permit an extensive variety of commercial uses including retail trade, personal and business service establishments, offices and commercial recreational uses of limited scope. These types of commercial uses are conducted wholly under a permanent part of the main business structure, such as a marquee. Broadway Street in this location is developed with a host of commercial uses including restaurants, auto-related uses and retail.
3. The existing residential adjacency standards will ensure that any proposed non-residential use has no major impact on the existing single family homes to the south.
4. All applicable requirements of the UDC will be met upon conversion of the structure from residential to office use.



AERIAL MAP

**ZONE CHANGE
2014-17Z**

**2701 WESTCHESTER
CIRCLE**

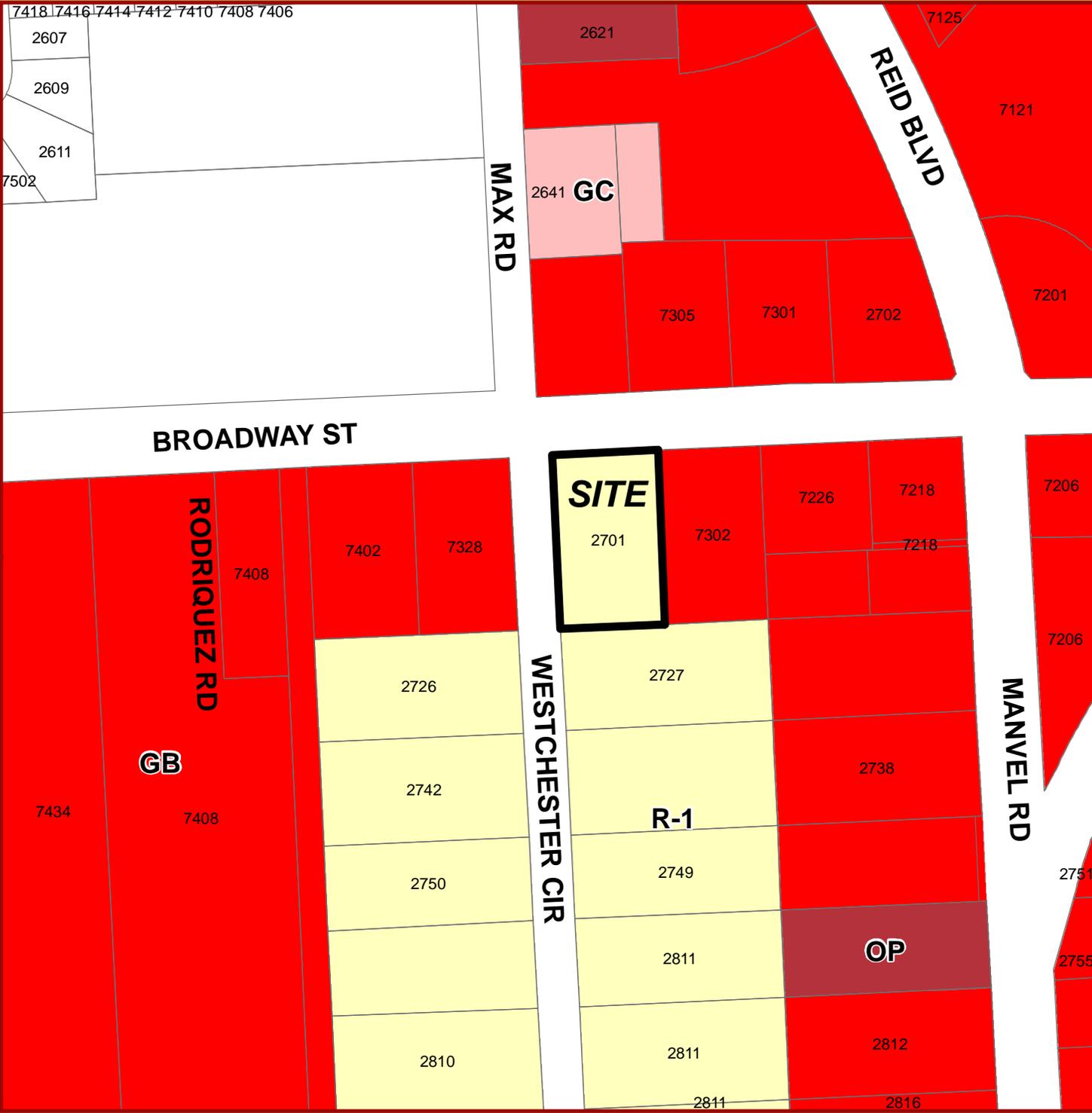


This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

1 inch = 211 feet

22 MAY 2014
PLANNING DEPARTMENT





ZONING MAP
ZONE CHANGE
2014-17Z

2701 WESTCHESTER CIRCLE

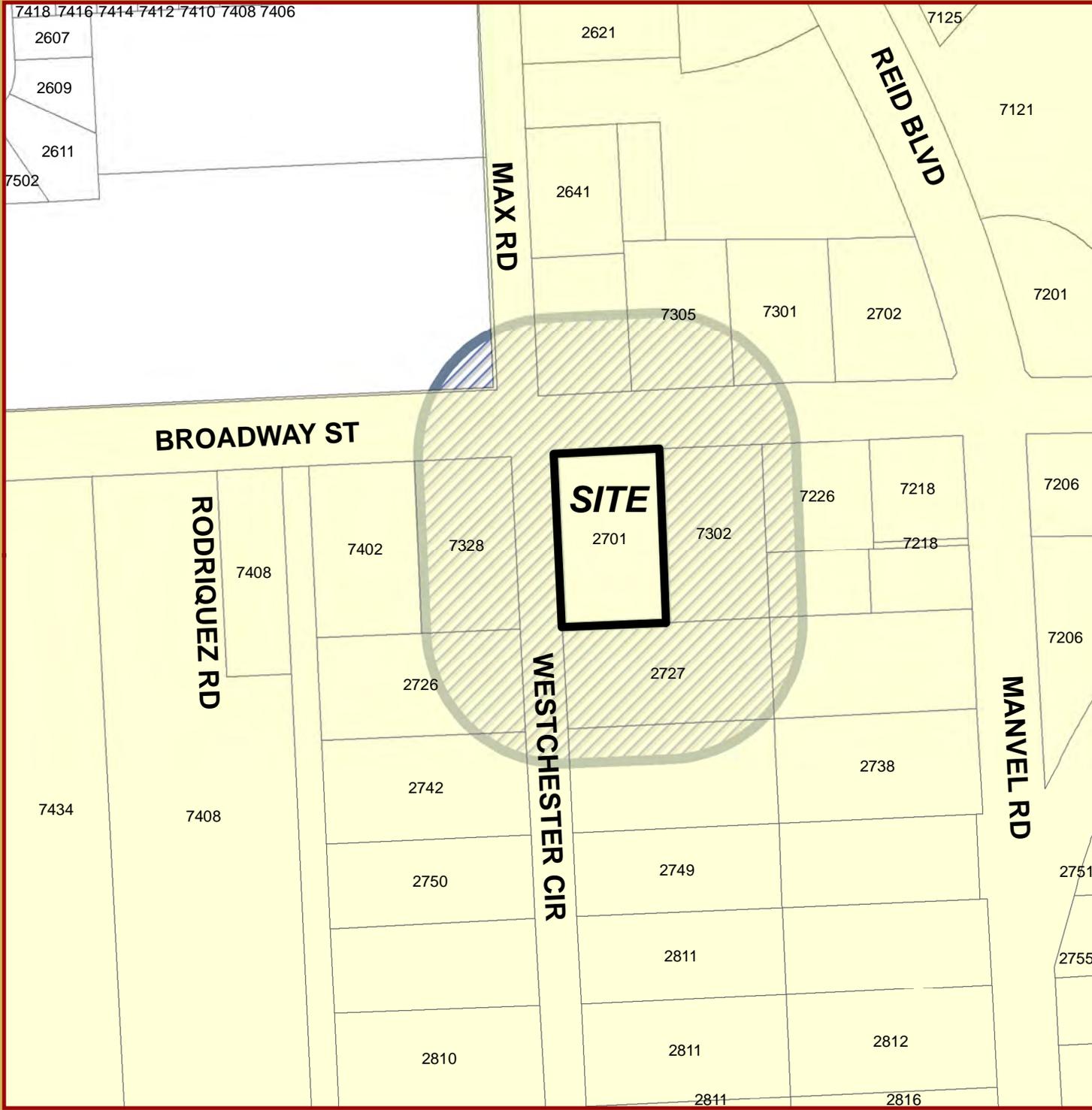


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1 inch = 211 feet

22 MAY 2014
 PLANNING DEPARTMENT





NOTIFICATION MAP
ZONE CHANGE
2014-17Z
2701 WESTCHESTER
CIRCLE



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1 inch = 211 feet

22 MAY 2014
 PLANNING DEPARTMENT



PROPERTY OWNER	ADDRESS	SUITE	CITY	STATE
BIBBS GEORGE E	2701 WESTCHESTER CIR		PEARLAND	TX
BUI DAT DUC & MYLINH LAM	6214 BUI DR		PEARLAND	TX
COLLINS GREGORY A & CYNTHIA L	2742 WESTCHESTER CIR		PEARLAND	TX
HAMM DAVE E	2726 WESTCHESTER CIR		PEARLAND	TX
HI-LO AUTO SUPPLY LP	PO BOX 1156		SPRINGFIELD	MO
KENDRICK RALSTON CS	12243 TRAUTWEIN RD		AUSTIN	TX
KWAK JUNG HWAN	2621 SUNFISH DR		PEARLAND	TX
MIDTOWN CARWASH INC	7226 BROADWAY ST		PEARLAND	TX
ORGAN CHARLES B JR	1204 MYRTLEWOOD DR		FRIENDSWOOD	TX
SYMS GROUP LLC	2307 HARTMAN DR		SUGAR LAND	TX
THOMAS JAMES D	PO BOX 1884		PEARLAND	TX
WH CAPITAL	3290 NORTHSIDE PKWY NW	STE 385	ATLANTA	GA
SERGIO GUZMAN	5401 COUNTY ROAD 100		PEARLAND	TX

ZIP

77584

77581

77584

77584

65801

78737

77584

77581

77546

77478

77588

30327

77584



APPLICATION FOR A CHANGE IN ZONING

City of Pearland
Community Development
3523 Liberty Drive
(Community Center)
Pearland, Texas 77581
281-652-1765
281-652-1702 fax
www.cityofpearland.com

Current Zoning District: R-1 Single-Family Residential-1 District

Proposed Zoning District: General Business (GB) of Office & Professional District (OP)

Property Information:

Address or General Location of Property: 2701 Westchester Circle
Pearland, TX 77584

Tax Account No. 8215 - 0023 - 000 : 001

Subdivision: Westchester Lot: 26 Block: _____

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

PROPERTY OWNER INFORMATION:

NAME Sergio Guzman
ADDRESS 5401 County Road 100
CITY Pearland STATE Tx ZIP 77584
PHONE(281) 830-6186
FAX(281) 619-2880
E-MAIL ADDRESS Sergiorealtor@hotmail.com

APPLICANT/AGENT INFORMATION:

NAME Same
ADDRESS _____
CITY _____ STATE _____ ZIP _____
PHONE(_____) _____
FAX(_____) _____
E-MAIL ADDRESS _____

*Property owner must be the current owner of the property at the time of submittal of the application, and not the party that has the property under contract.

As owner and applicant, I hereby request approval of the above described request as provided for by the Unified Development Code of the City of Pearland.

Owner's Signature: Sergio Guzman Date: 9/18/2014

Agent's/Applicant's Signature: _____ Date: _____

OFFICE USE ONLY:

FEES PAID: <u>\$775.00</u>	DATE PAID: <u>19 Sept. 14</u>	RECEIVED BY: <u>JM</u>	RECEIPT NUMBER: <u>355819</u>
----------------------------	-------------------------------	------------------------	-------------------------------

Application No. 2014-17Z

APPLICATION CHECKLIST FOR THE FOLLOWING

- **Zone Changes**
- **Planned Development Districts (PD)**

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

*Letter of Intent is not required for a PD.

- Application fee, as determined below, by cash, check made payable to the City of Pearland, or credit card (Visa and MasterCard only)

- **Zero (0) to less than 25 acres:**
 - \$ 750.00, plus \$25.00 per each type of zoning district requested; or
 - \$ 800.00 if requesting a Planned Development (PD)
- **25 to less than 50 acres:**
 - \$ 800.00, plus \$25.00 per each type of zoning district requested; or
 - \$ 850.00 if requesting a Planned Development (PD)
- **50 to less than 75 acres:**
 - \$ 850.00, plus \$25.00 per each type of zoning district requested; or
 - \$ 900.00 if requesting a Planned Development (PD)
- **75 to less than 100 acres:**
 - \$ 900.00, plus \$25.00 per each type of zoning district requested; or
 - \$ 950.00 if requesting a Planned Development (PD)
- **100 acres and above:**
 - \$ 9450.00, plus \$25.00 per each type of zoning district requested; or
 - \$ 1000.00 if requesting a Planned Development (PD)

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

- Acknowledgement of the sign to be posted on the property 10 days prior to the public hearing.
- Provide evidence or proof that all taxes and obligations have been paid regarding the subject property.
- Application packets that are not **complete** will not be accepted. **When a completed application packet has been accepted and reviewed, additional information may be required by staff as a result of the review, it may be necessary to postpone the proposed CUP/Zone Change and remove it from the scheduled agenda and place it on a future agenda date according to Section 1.2.1.2. of the Unified Development Code.**

Additional Information:

- Upon making an application for a zoning change or conditional use permit, the applicant shall place sign(s) as required. The City shall inspect such sign(s) to ensure compliance as required by the UDC.
- After the zoning change or conditional use permit request is approved by the City Council, denied by the City Council, or withdrawn by the applicant, the applicant shall remove the sign from the area of the request within ten (10) days of such event.
- It shall be unlawful for anyone to remove, destroy, deface or obstruct the view of a sign which gives notice that a zoning change or conditional use permit has been requested.
- In the event the applicant shall fail to erect and/or maintain signs in accordance with this section, then the public hearing before the Planning and Zoning Commission/City Council shall be postponed to a date in the future, which would allow time for compliance.
- The erection of any sign required by this section shall not require a permit under Section 4.1.2.6 of this UDC.
- The owner or applicant shall promptly notify the Planning Department of any sign required by this section, which becomes lost, stolen or vandalized. The Planning and Zoning Commission shall have the power to decide whether or not there has been substantial compliance with the posting requirements in the case of lost, stolen or vandalized signs.

**POSTING OF ZONING NOTIFICATION SIGNS
ON PROPERTY UNDER CONSIDERATION
FOR A ZONE CHANGE (OR CONDITIONAL USE PERMIT)**

Any person, firm or corporation requesting a zoning change, a conditional use permit (CUP), or a variance shall be required to erect and maintain a sign(s), to be inspected by the City, upon the property for which a variance or zoning change has been requested.

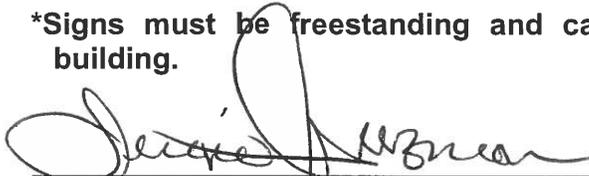
Such sign(s) shall be located as follows:

- (1) One (1) sign per street frontage shall be located within thirty feet (30') of the abutting street, or as determined by the City.
- (2) So as to be clearly visible and readable from the public right-of-way and not obstructed in any manner.
- (3) So as not to create a hazard to traffic on the public rights-of-way abutting the property.
- (4) On the subject property at least ten (10) days prior to the hearing of such zoning change request by the Planning and Zoning Commission, and to remain continuously on said property until final action by the City Council or withdrawal of the case by the applicant. Removal of the sign by the applicant prior to a recommendation by the Planning and Zoning Commission and/or a final decision by the City Council shall constitute a withdrawal of the request.
- (5) The signs shall be as follows:
 - A minimum sign size of 2 feet by 3 feet, but no larger than 4 feet by 4 feet
 - At least 2 feet above the ground
 - Blue or black lettering that is a minimum of 3 inches by 1/2 inch, on a white background
 - Message content as follows:

PROPOSED (SPECIFY REQUEST)
Contact City of Pearland
281-652-1765

***Signs must be professionally made; handwritten signs are not allowed.**

***Signs must be freestanding and cannot be attached to a tree, fence, or building.**



Acknowledgement signature

9/18/2014

Date

ZONE CHANGE/ VARIANCE/ PLAT/ RECORDATION

(circle one)
\$ 775⁰⁰ **BA** or **PF** or **FE**

Description: Input who the check is from

COMMENTS/DESCRIPTION (F10):

Location or Address Zone Change

Applicant 2701 West Chester

Owner Sergio Guzman

CITY OF PEARLAND
R E P R I N T
*** CUSTOMER RECEIPT ***
Oper: MHARRIS Type: DC Drawer: 1
Date: 9/19/14 01 Receipt no: 355019

Description	Quantity	Amount
BA BOARD OF ADJUSTMENTS	1.00	\$775.00
Trans number:		4598054

SERGIO GUZMAN
MARIA A GUZMAN
5401 COUNTY RD 100
PEARLAND, TX 77584
SERGIO GUZMAN
ZONE CHANGE
2701 WEST CHESTER
MJH

Tender detail		
CK CHECK	9600	\$775.00
Total tendered		\$775.00
Total payment		\$775.00

Trans date: 9/19/14 Time: 8:18:50

Sergio Guzman

5401 County Road 100
Pearland, TX 77584
(281) 830-6186
sergiorealtor@hotmail.com

September 18, 2014

City of Pearland- Zoning
3523 Liberty Drive
Pearland, TX 77581

To Whom it May Concern,

My name is Sergio Guzman and I am writing this letter with the intent to request a zoning change for 2701 Westchester Circle, Pearland, TX 77584.

My intent for this property is to change the zoning from a Residential Zoning District to a Non-Residential Zoning district, specifically to General Business (GB) ~~or to an Office Professional District (OP)~~.
SG

My wife and I are owners of Re/Max Pearland and hope to turn this location into our primary and owned office location. We have been leasing out an office space for many years and are now ready to have our own office space.

Your support and consideration will be greatly appreciated. Thank you for your time.

Warmest Regards,


Sergio Guzman

Map interface with navigation tools (Zoom, Pan, etc.) and menu options (Query/Info, Selection, Draw, Lat/Long, System).

Layers Panel:

- Elevation Layers
- Land Marks
- Utilities
- Capital Projects
- Planning Layers
 - Plats
 - Zoning
 - Zoning Ordinances
 - CUP SUP
 - Future Road Connections
 - Thoroughfare Plan
 - Thoroughfare Intersections
 - Land Use Retail Node
 - Land Use Plan
- Regional Growth Forecast
- Boundary Layers
- Roads
- Aerials
- Appraisal Districts
- City Boundaries

Map Content:

Map showing land parcels with various labels: ETJ, PEARLAND CITY LIMIT, BROADWAY ST, MAX RD, NEID BLVD, MANUEL RD, FM 1129, RODRIGUEZ RD, WESTCHESTER CIR. Parcel numbers include 7315, 7305, 7301, 2702, 7201, 7408, 7402, 7328, 2701, 7302, 7226, 72219, 2730, 2727, 2745, 2738, 2750, 2749, 2746, 2746.

Map Controls:

Queries, Address Locator, Markup, Lat / Long, Overview Map

Status Bar: Tool: Pan X: 5134322.72, Y: 18769108.98, Longitude: -95.3321, Latitude: 29.5890 1: 2.311 Scales Bookmarks

B. Type of Loan			
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv. Unins.	6. File Number: 1499-14-1067
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.		7. Loan Number:
			8. Mortgage Insurance Case Number:
<p>C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside of the closing; they are shown here for informational purposes and are not included in the totals.</p>			
D. Name and Address of Borrower MARIA GUZMAN AND SERGIO GUZMAN 10015 W BROADWAY STE B PEARLAND, TX 77584		E. Name and Address of Seller CHRISTOPHER BIBBS, INDIVIDUALLY AND AS INDEPENDENT EXECUTOR OF THE ESTATE OF GEORGE E. BIBBS, DECEASED 2701 WESTCHESTER CIRCLE PEARLAND, TX 77584	
		F. Name and Address of Lender	
G. Property Location 2701 WESTCHESTER CIRCLE, PEARLAND, TX 77584 COUNTY: BRAZORIA LOT: 28 BLOCK: SUBDIVISION: WESTCHESTER		H. Settlement Agent AMERICAN TITLE COMPANY OF HOUSTON Place of Settlement 3322 E. WALNUT AVENUE, SUITE 111 PEARLAND, TX 77581	
		I. Settlement Date 09/18/2014	
J. SUMMARY OF BORROWER'S TRANSACTIONS		K. SUMMARY OF SELLER'S TRANSACTIONS	
100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101. Contract Sales Price	\$327,000.00	401. Contract Sales Price	\$327,000.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to Borrower	\$288.00	403.	
Adjustments For Items Paid By Seller In Advance		Adjustments For Items Paid By Seller in Advance	
113. City/Town Taxes		413. City/Town Taxes	
114. County Taxes		414. County Taxes	
118. Assessments		418. Assessments	
119.		419.	
120. Gross Amount Due From Borrower	\$327,288.00	420. Gross Amount Due To Seller	\$327,000.00
200. Amounts Paid By Or In Behalf Of Borrower		500. Reductions In Amount Due To Seller	
201. (See Exhibit 201)	\$6,100.00	501. (See Exhibit 501)	\$3,100.00
202. Principal		502. Settlement Charges to Seller	\$22,998.44
203. Existing Loan(s) Taken Subject to		503. Existing Loan(s) Taken Subject to	
206.		506. Earnest money retained by Agent	
Adjustments For Items Unpaid By Seller		Adjustments For Items Unpaid By Seller	
210.		510. Ad Valorem Taxes 2013 to Brazoria County Tax Assessor - Collector	\$2,674.67
211.		511. Research and Probate Copies to Court Record Research, Inc.	\$62.89
212.		512.	
213. City/Town Taxes		513. City/Town Taxes	
214. County Taxes		514. County Taxes	
216. All Taxes 1899.0300/yr 01/01/14 to 09/19/14	\$1,357.94	516. All Taxes 1899.0300/yr 01/01/14 to 09/19/14	\$1,357.94
218. Assessments		518. Assessments	
219.		519.	
220. Buyer's Total Credits	\$7,457.94	520. Seller's Total Charges	\$30,193.94
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount Due From Borrower (line 120)	\$327,288.00	601. Gross Amount Due To Seller (line 420)	\$327,000.00
302. Less Amounts Paid By/For Borrower (line 220)	\$7,457.94	602. Less Deductions In Amt. Due To Seller (line 520)	\$30,193.94
303. Cash [X] From [] To Borrower	\$319,830.06	603. Cash [X] To [] From Seller	\$296,806.06

S.G.
CML

KRP

L. Settlement Statement

700. Total Sale Commission 327000.00 @ 6 % = 19620.00

Division of Commission (line 700) As Follows:	Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
701. \$9810.00 to Cullen Realty, LLC		
702. \$9810.00 to ReMax Pearland		
703. Commission paid at settlement		
800. Items Payable In Connection With Loan		\$19,620.00
801. Loan Origination Fee		
802. Loan Discount		
803. Appraisal Fee		
804. Credit Report		
805. Lender Inspection Fee		
900. Items Required By Lender To Be Paid In Advance		
901. Interest		
902. Mortgage Insurance Premium		
903. Hazard Ins. Premium		
1000. Reserves Deposited With Lender		
1001. Hazard Ins. Reserve		
1002. Mortgage Ins. Reserve		
1003. City Property Taxes		
1004. County Property Taxes		
1010. Aggregate Accounting Adjustment		
1100. Title Charges		
1101. Settlement/Closing Fee		
1102. Abstract or Title Search		
1103. Title examination		
1104. Title Insurance Binder		
1105. Document preparation Deed & Affidavit to Law Office of Kenneth R. Phillips, PC		
1106. Notary fee		\$250.00
1107. Attorney Fee		
1108. Title Ins. Total to American Title Company of Houston/Law Office of Kenneth R. Phillips, PC		
1109. Lender's Coverage		\$2,133.00
1110. Owner's Coverage (327000.00) (American Title Company of Houston, 45.00 %, 959.85) (Law Office of Kenneth R. Phillips, PC, 55.00 %, 1173.15)		
1120. Escrow Fee to Law Office of Kenneth R. Phillips, PC		
1138. Tax Certificate to Processing Solutions, Inc.	\$250.00	\$250.00
1152. Texas Policy Guaranty Fee - Owner to ATCOH/F.B.O. PGF		\$89.95
1200. Government Recording And Transfer Charges		\$1.80
1201. Recording Fees for Deed 38.00; Recording Fees for Release; Recording Fees for Mortgage		
1239. Other Recording Fees - None Lena Bibbs Probate to Kenneth R. Phillips/Office Expense Account	\$38.00	
1243. Other Recording Fees - None George Bibbs Probate to Kenneth R. Phillips/Office Expense Account		\$42.00
1300. Additional Settlement Charges		\$46.00
1301. Survey to Pro-Surv		
1302. Pest inspection		\$565.69
1400. Total Settlement Charges	\$288.00	\$22,998.44

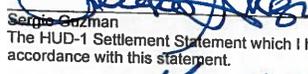
I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief it is true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

BUYERS

Maria Guzman

SELLERS

Christopher Bibbe, Individually and as Independent Executor of the Estate of George E. Bibbs, Deceased

Settle Agent

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

By: Christopher Bibbe, Executor

Date
09/18/2014

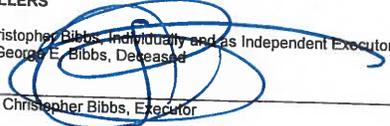
Exhibit	Buyer(s)	Seller(s)
Exhibit 201	Deposit or earnest money	
	Option Fee	(\$3,000.00)
	Earnest Money Extension	(\$100.00)
Exhibit 501	Option Fee	(\$3,000.00)
	Earnest Money Extension	\$100.00
		\$3,000.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief it is true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

BUYERS

 Maria Guzman

 Sergio Guzman

SELLERS
 Christopher Bibbs, Individually and as Independent Executor of the Estate of George E. Bibbs, Deceased

 By: Christopher Bibbs, Executor

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent 

Date
 09/18/2014

HUD-1 Addendum

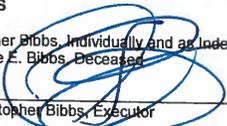
File Number:	1499-14-1067	Settlement Agent/Place of Settlement:	
Property Address:	2701 WESTCHESTER CIRCLE, PEARLAND, TX 77584 COUNTY: BRAZORIA LOT: 26 BLOCK: SUBDIVISION: WESTCHESTER	AMERICAN TITLE COMPANY OF HOUSTON 3322 E. WALNUT AVENUE, SUITE 111 PEARLAND, TX 77581 Phone : (281) 412-9922	
Seller(s):	CHRISTOPHER BIBBS, INDIVIDUALLY AND AS INDEPENDENT EXECUTOR OF THE ESTATE OF GEORGE E. BIBBS, DECEASED		
Buyer(s):	MARIA GUZMAN AND SERGIO GUZMAN	Settlement Date:	9/18/2014
		Disbursement Date:	9/19/2014
Loan Number:	Lender:	Mortgage Broker:	
		Buyer Charges	Seller Charges
Title and Escrow Charges:			
Deed & Affidavit to Law Office of Kenneth R. Phillips, PC			\$250.00
Escrow Fee to Law Office of Kenneth R. Phillips, PC		\$250.00	
Tax Certificate to Processing Solutions, Inc.			\$89.95
Line 1101 Total:		\$250.00	\$339.95
Owner's Coverage (Company) to American Title Company of Houston			\$959.85
Owner's Coverage (FA/P-22 Attorney) to Law Office of Kenneth R. Phillips, PC			\$1,173.15
Guaranty Assessment Recoupment Charge - Owner to ATCOH/F.B.O. PGF			\$1.80
Line 1103 Total:		\$0.00	\$2,134.80
Escrow Fee to Law Office of Kenneth R. Phillips, PC			\$250.00

I have carefully reviewed the HUD-1 Addendum Statement and to the best of my knowledge and belief, it is true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Addendum Statement.

BUYERS

 Maria Guzman

 Sergio Guzman

SELLERS
 Christopher Bibbs, Individually and as Independent Executor of the Estate of George E. Bibbs, Deceased

 By: Christopher Bibbs, Executor

The HUD-1 Addendum Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent


Date
 09/18/2014

NOTICE OF CONFIDENTIALITY RIGHTS. IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED OF RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER; OR YOUR DRIVER'S LICENSE NUMBER.

**WARRANTY DEED
with Vendor's Lien**

**THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF BRAZORIA §**

THAT, the undersigned, **CHRISTOPHER ALLEN BIBBS, INDIVIDUALLY AND AS INDEPENDENT EXECUTOR OF THE ESTATE OF GEORGE EDWARD BIBBS, DECEASED**, a resident of Brazoria County, Texas, [the "Grantor"], has executed this instrument for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** cash, along with other good and valuable consideration, to him in hand paid by **SERGIO I. GUZMAN and wife, MARIA A. GUZMAN**, residents of Brazoria County, Texas [the "Grantees"], the receipt and sufficiency of which is hereby acknowledged and confessed.

NOW, THEREFORE, for an in consideration as aforesaid, Grantor does hereby **GRANT, BARGAIN, SELL AND CONVEY** unto the said Grantees, all that certain tract of land, together with all improvements thereon, lying and being situated in the County of Brazoria, the State of Texas:

TRACT NO. 26 of WESTCHESTER ESTATES, according to the Jack C. McKnight Survey thereof dated April 6, 1962, a partition in the H. T. & B. Railroad Survey, Abstract 242, in Brazoria County, Texas, and being more particularly described by metes and bounds as follows;

BEGINNING at a 1/2 inch iron rod located SOUTH, a distance of 250.00 feet and S 89° 57' W, a distance of 448.00 feet from a 3/4-inch iron pipe marking the intersection of the south line of F.M. Road #518 and the west line of F.M. Road #1128;

THENCE S 89° 57' W along a line parallel to the south line of F.M. #518, a distance of 150.00 feet to a 1/2-inch iron rod for corner;

THENCE NORTH along a line parallel to the west line of F.M. #1128, a distance of 250.00 to a 1/2-inch iron rod on the south line of F.M. Road #518;

THENCE N 89° 57' E along the south line of F.M. Road #518, 100 feet wide, a distance of 150.00 feet to a 1/2-inch iron rod for corner;

THENCE SOUTH along a line parallel to the west line of F.M. Road #1128, a distance of 250.00 feet to the PLACE OF BEGINNING,

together with all rights, ways, privileges and easements appurtenant to the land, including Grantor's right, title and interest in and to all strips, gores, streets, alleys and way, public or private, adjoining or crossing said land [the "Property"].

FURTHER, for and in consideration as aforesaid, Grantor has conveyed the Property and, by the recording of this instrument, Grantees have so accepted the Property, in its present condition, "*AS IS-WHERE IS-WITH ALL FAULTS*" and, except for the warranty of title set forth below, Grantors make no warranty, either express or implied, as to the condition, merchantability or fitness of the Property.

THE CONVEYANCE evidenced by this instrument is made and accepted **SUBJECT TO:**

1. All ad valorem taxes, fees and assessments, if any, for the year 2014, and for all subsequent years, the payment of which Grantees assume (at the time of transfer of title), and all subsequent assessments for this and all prior years due to change(s) in land usage (including, but not limited to, the presence or absence of improvements, if any, on the Property), ownership, or both, the payment of which Grantees assume;
2. All valid oil, gas and mineral rights, interests or leases, royalty reservations, mineral interest and transfers of interests of any character, in the oil, gas or minerals of record in any county in which any portion of the Property is located;
3. All covenants, conditions, restrictions, zoning ordinances and other items of record in any county in which any portion of the Property is located, but only to the extent the same are still in force and effect;
4. All easements and rights-of-way, or record, pertaining to any portion of the herein described Property; and
5. All other presently recorded instruments (other than liens and conveyances by, through or under Grantor) that affect the Property and any portion thereof;

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereto, unto the said Grantees, their heirs, successors and assigns forever, and the Grantor does hereby bind himself, his heirs, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the said Property unto the said Grantees, their heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument has been executed in Brazoria County, Texas, on this the 18th day of September, 2014.



CHRISTOPHER ALLEN BIBBS, INDIVIDUALLY AND AS INDEPENDENT EXECUTOR OF THE ESTATE OF GEORGE EDWARD BIBBS, DECEASED

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, on this day personally appeared **CHRISTOPHER A. BIBBS, INDIVIDUALLY AND AS INDEPENDENT EXECUTOR OF THE ESTATE OF GEORGE EDWARD BIBBS, DECEASED**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 18th day of September, 2014.



**Notary Public in and for
The State of Texas**

RETURN TO:

American Title Company / Pearland
Post Office Box 2887
Pearland, Texas 77581

MAILING ADDRESS OF GRANTEEES:

10015 W. Broadway, Suite B
Pearland, Texas 77584

Consent Agenda Item C

- C. Consideration and Possible Action – Second and Final Reading of Ordinance No. Ordinance No. 220-11** – An Ordinance of the City Council of the City of Pearland, Texas, amending Article 2, Rates and Charges, of Chapter 30, Utilities, of the City of Pearland Code of Ordinances, as it may have been, from time to time, amended, relating to water and sewer extensions, pro rata charges, and other charges established on certain properties in the vicinity of Hawk Road and Cullen Parkway; providing a penalty for violation; having a savings clause, a severability clause, and a repealer clause; providing for codification, publication and an effective date.

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

AGENDA OF:	November 24, 2014	ITEM NO.:	Ordinance No. 220-11									
DATE SUBMITTED:	November 4, 2014	DEPT. OF ORIGIN:	Engineering									
PREPARED BY:	Richard Mancilla P.E.	PRESENTOR:	Richard Mancilla, P.E.									
REVIEWED BY:	Trent Epperson	REVIEW DATE:	November 5, 2014									
<p>SUBJECT: Ordinance No. 220-11 - An ordinance of the city council of the city of Pearland, Texas, amending Article 2, <i>Rates and Charges</i>, of Chapter 30, <i>Utilities</i>, of the City of Pearland Code of Ordinances, as it may have been, from time to time, amended, relating to water and sewer extensions, pro rata charges, and other charges established on certain properties in the vicinity of Hawk Road and Cullen Parkway; providing a penalty for violation; having a savings clause, a severability clause, and a repealer clause; providing for codification, publication and an effective date.</p>												
<p>EXHIBITS: Ordinance, Exhibit A - Service Area Exhibit</p>												
<p>FUNDING:</p> <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Grant</td> <td><input type="checkbox"/> Developer/Other</td> <td><input type="checkbox"/> Cash</td> </tr> <tr> <td><input type="checkbox"/> Bonds To Be Sold</td> <td><input type="checkbox"/> Bonds- Sold</td> <td><input type="checkbox"/> L/P – Sold</td> </tr> <tr> <td></td> <td></td> <td><input type="checkbox"/> L/P – To Be Sold</td> </tr> </table>				<input type="checkbox"/> Grant	<input type="checkbox"/> Developer/Other	<input type="checkbox"/> Cash	<input type="checkbox"/> Bonds To Be Sold	<input type="checkbox"/> Bonds- Sold	<input type="checkbox"/> L/P – Sold			<input type="checkbox"/> L/P – To Be Sold
<input type="checkbox"/> Grant	<input type="checkbox"/> Developer/Other	<input type="checkbox"/> Cash										
<input type="checkbox"/> Bonds To Be Sold	<input type="checkbox"/> Bonds- Sold	<input type="checkbox"/> L/P – Sold										
		<input type="checkbox"/> L/P – To Be Sold										
<p>EXPENDITURE REQUIRED:</p> <p>AMOUNT AVAILABLE:</p> <p>ACCOUNT NO.:</p> <p>ADDITIONAL APPROPRIATION REQUIRED:</p> <p>ACCOUNT NO.:</p> <p>PROJECT NO.:</p>		<p>AMOUNT BUDGETED:</p> <p>PROJECT NO.:</p>										
<p>To be completed by Department:</p> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Finance</td> <td style="text-align: center;">Legal</td> <td style="text-align: center;">Ordinance</td> <td style="text-align: center;">Resolution</td> </tr> </table>				Finance	Legal	Ordinance	Resolution					
Finance	Legal	Ordinance	Resolution									

RECOMMENDED ACTION

Consideration and approval of an ordinance regarding the creation for a Pro-Rata fee in the amount of \$778.17/ESFC for connection to the public sanitary sewer at the intersection of Hawk Rd and Hillhouse Rd. that is to be constructed by the City.

EXECUTIVE SUMMARY

BACKGROUND

In 2013 the City was approached by Silverlake Church at the intersection of Hawk Rd and Cullen Pkwy with the intention of connecting a lift station and force main to the City's wastewater system within the Southdown subdivision on Norfolk St. At that time the City began pursuing an oversized agreement with the church to allow for a gravity flow main that would be able to serve other properties in the area including the residential subdivision known as Eagle Landing at the NW corner of Hawk Rd. and Hillhouse Rd. Since that time the Church abandoned the project in favor of a more cost-effective septic system onsite.

The Eagle Landing developer, at the request of the City, had revised their development to connect to the gravity flow system. After the church decided to go in a different direction the City moved forward with development and construction of the sanitary sewer line. The construction contract is being awarded under a separate resolution by City Council this evening. This ordinance is for the creation of a pro-rata fee to offset the cost of the construction in the amount of \$778.17/Equivalent Single Family Connection (ESFC) for any property within the service area that will utilize this sewer. The pro-rata fee will be collected at the time of permitting. The pro-rata fee amount is being established based on the construction contract amount divided by the number of ESFCs served by the sewer line.

ORDINANCE NO. 220-11

An ordinance of the city council of the city of Pearland, Texas, amending Article 2, *Rates and Charges*, of Chapter 30, *Utilities*, of the City of Pearland Code of Ordinances, as it may have been, from time to time, amended, relating to water and sewer extensions, pro rata charges, and other charges established on certain properties in the vicinity of Hawk Road and Cullen Parkway; providing a penalty for violation; having a savings clause, a severability clause, and a repealer clause; providing for codification, publication and an effective date.

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

Section 1. That Article 2, *Rates and Charges*, of Chapter 30, *Utilities*, of the City of Pearland Code of Ordinances, be and the same is hereby amended by ADDING a subsection (7) to Section 30-44 (a) hereafter provide as follows:

"Section 30-44. Pro Rata and Other Charges Established.

(a) A charge, which shall be known as the pro rata shall be made against each lot or tract of land, and the owner thereof, whose water or sewer lines shall be hereafter connected with any water mains or sewer mains in the following manner and in accordance with procedures and service area maps promulgated by City staff:

(7) Certain properties located in the vicinity of Hawk Road and Cullen Parkway.

Sewer \$ 778.17 per Equivalent Single Family Connection

(b) In addition to the pro rata charge on water and sewer mains, the property owner must pay all other applicable charges as established by City ordinance.

Section 2. That all pro rata charges made against any owner of a lot or tract of land whose water and sewer lines are connected with the City sewer mains shall be in accordance with Exhibit "A" attached hereto and incorporated herein for all purposes.

ORDINANCE NO. 220-11

Section 3. Penalty. Any person who shall violate the provisions of this section shall be deemed guilty of a misdemeanor and shall, upon conviction by a court of competent jurisdiction, be punished by a fine in any sum not exceeding Two Hundred Dollars (\$200.00).

Section 4. Savings. All rights and remedies which have accrued in favor of the City under this Ordinance and amendments thereto shall be and are preserved for the benefit of the City.

Section 5. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid, unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 6. Repealer. All ordinances and parts of ordinances in conflict herewith are hereby repealed but only to the extent of such conflict.

Section 7. Codification. It is the intent of the City Council of the City of Pearland, Texas, that the provisions of this Ordinance shall be codified in the City's official Code of Ordinances as provided hereinabove.

ORDINANCE NO. 220-11

Section 8. **Publication and Effective Date.** The City Secretary shall cause this Ordinance, or its caption and penalty, to be published in the official newspaper of the City of Pearland, upon passage of such Ordinance. The Ordinance shall then become effective ten (10) days from and after its publication, or the publication of its caption and penalty, in the official City newspaper.

PASSED and APPROVED on FIRST READING this the _____ day of _____, A. D., 2014

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

ORDINANCE NO. 220-11

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

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY



MCHARD RD

BROOKSIDE RD

ADAMO LN

SERVICE AREA -
284 ESFC

LINDA LN

LEE RD

HUGHES RANCH RD

CULLEN PKWY

Service Area - 284 ESFC

- Church - 44
- School - 119
- Eagle Landing - 5
- Additional Acreage - 116

Based on Future Land Use Assumptions

Construction Cost - \$ 221,160

Cost per ESFC = $\$221,160 / 284 = \778.17



Consent Agenda Item D

- D. Consideration and Possible Action – Resolution No. R2014-143 – A** Resolution of the City Council of the City of Pearland, Texas, authorizing a professional services contract with Brown and Gay Engineers, in the amount of \$68,998.00, for design services associated with the Tom Bass Park Waterline Loop Project.

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

AGENDA OF:	November 24, 2014	ITEM NO.:	Resolution No. R2014-143												
DATE SUBMITTED:	November 10, 2014	DEPT. OF ORIGIN:	Projects												
PREPARED BY:	Andrea Brinkley	PRESENTOR:	Trent Epperson												
REVIEWED BY:	Jon R. Branson	REVIEW DATE:	November 17, 2014												
SUBJECT: RESOLUTION NO. R2014-143 - A Resolution of the City Council of the City of Pearland, Texas, authorizing a contract for professional services associated with the Tom Bass Park Waterline Loop Project, with Brown and Gay Engineers, in the amount of \$68,998.00.															
EXHIBITS: R2014-143; Exhibit A – Contract for Engineering Services and Site Location Map															
FUNDING: <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="text-align: center;"><input type="checkbox"/> Grant</div> <div style="text-align: center;"><input type="checkbox"/> Developer/Other</div> <div style="text-align: center;"><input type="checkbox"/> Cash</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="text-align: center;"><input checked="" type="checkbox"/> Bonds To Be Sold</div> <div style="text-align: center;"><input checked="" type="checkbox"/> Bonds- Sold</div> <div style="text-align: center;"><input type="checkbox"/> L/P – Sold</div> <div style="text-align: center;"><input type="checkbox"/> L/P – To Be Sold</div> </div>															
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">EXPENDITURE REQUIRED: \$68,998.00</td> <td style="width: 50%;">AMOUNT BUDGETED: \$697,044</td> </tr> <tr> <td>AMOUNT AVAILABLE: \$ 634,811.40</td> <td>PROJECT NO.: WA1203</td> </tr> <tr> <td colspan="2">ACCOUNT NO.: 067-0000-565.01-01: \$59,000; 301-0000-565.01-00: \$9,998</td> </tr> <tr> <td colspan="2">ADDITIONAL APPROPRIATION REQUIRED:</td> </tr> <tr> <td colspan="2">ACCOUNT NO.: NA</td> </tr> <tr> <td colspan="2">PROJECT NO.: NA</td> </tr> </table>				EXPENDITURE REQUIRED: \$68,998.00	AMOUNT BUDGETED: \$697,044	AMOUNT AVAILABLE: \$ 634,811.40	PROJECT NO.: WA1203	ACCOUNT NO.: 067-0000-565.01-01: \$59,000; 301-0000-565.01-00: \$9,998		ADDITIONAL APPROPRIATION REQUIRED:		ACCOUNT NO.: NA		PROJECT NO.: NA	
EXPENDITURE REQUIRED: \$68,998.00	AMOUNT BUDGETED: \$697,044														
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ACCOUNT NO.: NA															
PROJECT NO.: NA															
To be completed by Department: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/> Finance</td> <td style="text-align: center;"><input checked="" type="checkbox"/> Legal</td> <td style="text-align: center;"><input type="checkbox"/> Ordinance</td> <td style="text-align: center;"><input checked="" type="checkbox"/> Resolution</td> </tr> </table>				<input checked="" type="checkbox"/> Finance	<input checked="" type="checkbox"/> Legal	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution								
<input checked="" type="checkbox"/> Finance	<input checked="" type="checkbox"/> Legal	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution												

RECOMMENDED ACTION

Staff recommends that Council approve the proposal and award a professional services contract to Brown and Gay Engineers for the Tom Bass Park Waterline Loop project in the amount of \$68,998.00 and authorize the City Manager to execute the agreement.

EXECUTIVE SUMMARY

BACKGROUND

The Tom Bass Park Waterline Loop project was budgeted in the FY 2014-2018 CIP as the final segment in the water distribution loop connecting the main along the south side of Beltway 8 to the distribution system within the Lakes of Country Place subdivision. The loop was called for in the updated Water Model and will extend a 12 in water main that was dead-ended within the Park. In 2011, the City entered into an Interagency Agreement with Harris County to provide the City a route for the waterline loop in exchange for providing water to two (2) Harris County Parks, Tom Bass Park and Adair Park. In FY 2012, Public Works staff installed Phase One of the water line, (1,540 ft.) from the Beltway terminus to Tom Bass Park. Since that time, the City has worked with Harris County via the Interagency Agreement to obtain an easement for the work within the Park. This project will construct Phase Two of the water line, within the park, across Clear Creek to the connection at E. Cedar Hollow Dr. in the Lakes at Country Place subdivision.

SCOPE OF CONTRACT/AGREEMENT

The scope of services includes design for approximately 3,000 ft. of waterline, survey, geotechnical investigations, right of way parcel maps and acquisition support, coordination with agencies for approval, bid phase and construction administration services.

The Professional Engineering Services contract with Brown & Gay Engineers is divided into two components; Basic Services and Additional Services. The Basic Services Lump Sum total \$50,258 (10% of estimated construction costs) includes the Preliminary and Final Engineering services, survey and right of way acquisition support. Bid and Construction Phase services are Hourly Not to Exceed totaling \$13,535. Reimbursable expenses total \$850 for reproduction and mileage. The sum total of all fees is \$68,988. These fees reflect a total of 14 % of estimated construction costs.

Attached is a proposal from Brown & Gay Engineers in the total amount of \$68,998. At this time, it is anticipated that the construction work will be via trenchless methods, to reduce the impact on the neighborhood, golf course and park patrons. Brown & Gay Engineers has a long standing relationship with the City and has performed well on previous projects such as the SH 35 Water Line and the recent Hughes Ranch Rd/CR403 design.

BID AND AWARD

N/A

SCHEDULE

The contract schedule includes 6 months to complete the Preliminary and Final Design, including agency (Harris County Flood Control and Brazoria Drainage District 4) approvals, and 3 months for bidding and approval. The Preliminary Engineering Design is estimated to be completed in the first quarter of 2015. The Final Design will follow, estimated to be complete late in the second quarter of 2015.

POLICY/GOAL CONSIDERATION

The work effort is essential to providing a redundant supply in the water distribution system, as called for in the Water Model, supporting the needs of residences and businesses within the City in Harris County.

CURRENT AND FUTURE CIP FUNDING /FINANCIAL IMPACTS/DEBT SERVICE

The project is funded through the Water and Sewer Revenue bonds.

Year	To Date	2015	2016	2017	2018	Total
Budget	\$ 169,600	\$ 527,444	\$ -	\$ -		\$ 697,044
Prior Expenditures						
PER	-					-
Land/ROW	2,750					2,750
Design/Survey						-
Construction	59,483					59,483
FF&E						-
Current Request						
Design/Survey		68,988				68,988
Future Expenditures						
PER						-
Land/ROW						-
Design/Survey						-
Construction		465,000		-		465,000
FF&E						-
Total Expenditures	\$ 62,233	\$ 533,988	\$ -	\$ -	\$ -	\$ 596,221
Remaining Balance	\$ 107,367	\$ 100,823	\$ 100,823	\$ 100,823	\$ 100,823	\$ 100,823

Debt Sold						
Debt to Be Sold	-			-		
Annual Debt Service						

O&M IMPACT INFORMATION

No increase in Operations and Maintenance is anticipated when the project is constructed.

Year	2014	2015	2016	2017	2018
Operation and Maintenance Costs				\$ -	\$ -

RESOLUTION NO. R2014-143

A Resolution of the City Council of the City of Pearland, Texas, authorizing a professional services contract with Brown and Gay Engineers, in the amount of \$68,998.00, for design services associated with the Tom Bass Park Waterline Loop Project.

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

Section 1. That certain contract for professional services, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes, is hereby authorized and approved.

Section 2. That the City Manager or his designee is hereby authorized to execute and the City Secretary to attest a contract for professional services associated with the Tom Bass Park Waterline Loop Project.

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

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

EXHIBIT A
CONTRACT FOR PROFESSIONAL SERVICES
AND SITE LOCATION MAP

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is entered into upon final execution by and between the City of Pearland ("CITY") and Brown & Gay Engineers ("CONSULTANT").

The CITY engages the CONSULTANT to perform professional services for a project known and described as Tom Bass Park Waterline ("PROJECT"). (Project # WA1203)

SECTION I - SERVICES OF THE CONSULTANT

The CONSULTANT shall perform the following professional services to CITY standards and in accordance with the degree of care and skill that a professional in Texas would exercise under the same or similar circumstances:

- A. The CONSULTANT shall provide engineering services for preliminary design, final design, and construction phase services for the proposed waterline extension project through Tom Bass Park. See Exhibit A, attached, for a detailed SCOPE OF WORK and PROJECT schedule. The PROJECT schedule shall be submitted in digital and hard copy form in the Microsoft Project for Windows format.
- B. The CONSULTANT shall prepare and submit a detailed opinion of estimated cost of the PROJECT.
- C. The CONSULTANT acknowledges that the CITY (through its employee handbook) considers the following to be misconduct that is grounds for termination of a CITY employee: Any fraud, forgery, misappropriation of funds, receiving payment for services not performed or for hours not worked, mishandling or untruthful reporting of money transactions, destruction of assets, embezzlement, accepting materials of value from vendors, or consultants, and/or collecting reimbursement of expenses made for the benefit of the CITY. The CONSULTANT agrees that it will not, directly or indirectly; encourage a CITY employee to engage in such misconduct.
- D. The CONSULTANT shall submit all final construction documents in both hard copy and electronic format. Plans shall be AutoCAD compatible and all other documents shall be Microsoft Office compatible. The software version used shall be compatible to current CITY standards. Other support documents, for example, structural calculations, drainage reports and geotechnical reports, shall be submitted in hard copy only. All Record Drawings electronic files shall be submitted to the CITY in TIF format.
- E. The CONSULTANT recognizes that all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by the CONSULTANT under the CONTRACT shall be delivered to the CITY upon request, shall become subject to the Open Records Laws of this State.

F. The CONSULTANT shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons, damages to property, or any errors and omissions relating to the performance of any work by the CONSULTANT, its agents, employees or subcontractors under this Agreement, as follows:

- (1) Workers' Compensation as required by law.
- (2) Professional Liability Insurance in an amount not less than \$1,000,000 in the aggregate.
- (3) Comprehensive General Liability and Property Damage Insurance with minimum limits of \$1,000,000 for injury or death of any one person, \$1,000,000 for each occurrence, and \$1,000,000 for each occurrence of damage to or destruction of property.
- (4) Comprehensive Automobile and Truck Liability Insurance covering owned, hired, and non-owned vehicles, with minimum limits of \$1,000,000 for injury or death of any one person, \$1,000,000 for each occurrence, and \$1,000,000 for property damage.

The CONSULTANT shall include the CITY as an additional insured under the policies, with the exception of the Professional Liability Insurance and Workers' Compensation. Certificates of Insurance and endorsements shall be furnished to the CITY before work commences. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, and/or reduced in coverage or in limits ("Change in Coverage") except with prior written consent of the CITY and only after the CITY has been provided with written notice of such Change in Coverage, such notice to be sent to the CITY either by hand delivery to the City Manager or by certified mail, return receipt requested, and received by the City no fewer than thirty (30) days prior to the effective date of such Change in Coverage. Prior to commencing services under this CONTRACT, CONSULTANT shall furnish CITY with Certificates of Insurance, or formal endorsements as required by this CONTRACT, issued by CONSULTANT'S insurer(s), as evidence that policies providing the required coverage, conditions, and limits required by this CONTRACT are in full force and effect.

- G. The CONSULTANT shall indemnify and hold the CITY, its officers, agents, and employees, harmless from any claim, loss, damage, suit, and liability of every kind for which CONSULTANT is legally liable, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, for damage to any property, or errors in design, any of which are caused by the negligent act or omission of the CONSULTANT, his officers, employees, agents, or subcontractors under this CONTRACT.
- H. All parties intend that the CONSULTANT, in performing services pursuant to this CONTRACT, shall act as an independent contractor and shall have control of its own work and the manner in which it is performed. The CONSULTANT is not to be considered an agent or employee of the CITY.

SECTION II - PERIOD OF SERVICE

This CONTRACT will be binding upon execution and end 11 months after the Notice to Proceed date.

SECTION III - CONSULTANT'S COMPENSATION

- A. The total compensation for the services performed shall not exceed the total noted in Section B.
- B. The CITY shall pay the CONSULTANT in installments based upon monthly progress reports and detailed invoices submitted by the CONSULTANT based upon the following:

1.	Basic Services (Lump Sum)	<u>\$50,258.00</u>
2.	Additional Services shall require independent and specific authorization and shall be billed as (Lump Sum):	_____
3.	Bid Phase Services (Hourly Not to Exceed)	<u>\$13,535.00</u>
4.	Expenses (Lump Sum)	<u>\$850.00</u>
5.	Add Services (Not to Exceed)	<u>\$4,345.00</u>
6.	Total:	<u>\$68,988.00</u>

- C. The CITY shall make payments to the CONSULTANT within thirty (30) days after receipt and approval of a detailed invoice. Invoices shall be submitted on a monthly basis.

SECTION IV - THE CITY'S RESPONSIBILITIES

- A. The CITY shall designate a project manager during the term of this CONTRACT. The project manager has the authority to administer this CONTRACT and shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by the CITY on any aspect of the work shall be directed to the project manager.
- B. The CITY shall review submittals by the CONSULTANT and provide prompt response to questions and rendering of decisions pertaining thereto, to minimize delay in the progress of the CONSULTANT'S work. The CITY will keep the CONSULTANT advised concerning the progress of the CITY'S review of the work. The CONSULTANT agrees that the CITY'S inspection, review, acceptance or approval of CONSULTANT'S work shall not relieve CONSULTANT'S responsibility for errors or omissions of the CONSULTANT or its sub-consultant(s) or in any way affect the CONSULTANT'S status as an independent contractor of the CITY.

SECTION V - TERMINATION

- A. The CITY, at its sole discretion, may terminate this CONTRACT for any reason - - with or without cause -- by delivering written notice to CONSULTANT personally or by certified mail at 10777 Westheimer, Suite 400, Houston, Texas 77042. Immediately after receiving such written notice, the CONSULTANT shall discontinue providing the services under this CONTRACT.
- B. If this CONTRACT is terminated, CONSULTANT shall deliver to the CITY all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by the CONSULTANT under the CONTRACT, entirely or partially completed, together with all unused materials supplied by the CITY on or before the 15th day following termination of the CONTRACT.
- C. In the event of such termination, the CONSULTANT shall be paid for services performed prior to receipt of the written notice of termination. The CITY shall make final payment within sixty (60) days after the CONSULTANT has delivered to the CITY a detailed invoice for services rendered and the documents or work product generated by the CONSULTANT under the CONTRACT.
- D. If the remuneration scheduled under this contract is based upon a fixed fee or definitely ascertainable sum, the portion of such sum payable shall be

proportionate to the percentage of services completed by the CONSULTANT based upon the scope of work.

- E. In the event this CONTRACT is terminated, the CITY shall have the option of completing the work, or entering into a CONTRACT with another party for the completion of the work.
- F. If the CITY terminates this CONTRACT for cause and/or if the CONSULTANT breaches any provision of this CONTRACT, then the CITY shall have all rights and remedies in law and/or equity against CONSULTANT. Venue for any action or dispute arising out of or relating to this CONTRACT shall be in Brazoria County, Texas. The laws of the State of Texas shall govern the terms of this CONTRACT. The prevailing party in the action shall be entitled to recover its actual damages with interest, attorney's fees, costs and expenses incurred in connection with the dispute and/or action. CONSULTANT and CITY desire an expeditious means to resolve any disputes that may arise between under this CONTRACT. To accomplish this, the parties agree to mediation as follows: If a dispute arises out of or relates to this CONTRACT, or the breach thereof, and if the dispute cannot be settled through negotiation, then the parties agree first to try in good faith, and before pursuing any legal remedies, to settle the dispute by mediation of a third party who will be selected by agreement of the parties.

SECTION VI – ENTIRE AGREEMENT

This CONTRACT represents the entire agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations, or contracts, either written or oral. This CONTRACT may be amended only by written instrument signed by both parties.

SECTION VII – COVENANT AGAINST CONTINGENT FEES

The CONSULTANT affirms that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT to solicit or secure this CONTRACT, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the CONTRACT. For breach or violation of this clause, the CITY may terminate this CONTRACT without liability, and in its discretion, may deduct from the CONTRACT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee that has been paid.

SECTION VIII- SUCCESSORS AND ASSIGNS

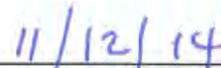
This CONTRACT shall not be assignable except upon the written consent of the parties hereto.

CITY OF PEARLAND, TEXAS

DATE



CONSULTANT



DATE



November 12, 2014

Ms. Andrea Brinkley
City of Pearland
3519 Liberty Drive
Pearland, Texas 77581

Re: Proposed Waterline Tom Bass Park Fellows Loop

Dear Ms. Brinkley:

We are pleased to submit this proposal to provide professional engineering services for preliminary design, final design and construction phase services for the proposed waterline extension project through Tom Bass Park.

BACKGROUND INFORMATION

The City has an existing waterline located in Tom Bass Park. The Project will extend the waterline through the Park, across Clear Creek via HDD construction, and tie to an existing City of Pearland waterline in The Lakes at Country Place subdivision along E. Cedar Hollow Drive.

SCOPE OF SERVICES

A scope of services has been discussed with the City and is attached as Exhibit A. Brown & Gay Engineers will perform survey, design and construction phase services. We plan to subcontract the geotechnical report to QC Labs.

The Scope of Services is based on the following tasks being performed by the City:

1. Provide waterline size.
2. Provide standard City form for Surveyor's use for private property right of entry.
3. Revise existing Brazoria DD4 30 foot storm water easement in Country Place to be a combined water and storm sewer easement.
4. Obtain a waterline easement from the Country Place HOA.

The section of Clear Creek that we are crossing is not considered a navigable water by the USACE, and the section is not subject to State of Texas GLO permitting. No effort is included in this proposal for coordination with either the USACE or the GLO.

FEES

The total fee of these services is proposed as \$68,988. The Preliminary and Final Design Phases will be invoiced on a lump sum basis. The Bid Phase and Construction Phase Services will be invoiced on an hourly not to exceed basis. A breakdown of the fee is included as Exhibit B.

Ms. Andrea Brinkley
City of Pearland
November 7, 2014
Page 2

SCHEDULE

BGE will begin work upon receipt of the City's Notice to Proceed. A schedule for the project is attached as Exhibit D.

We look forward to assisting the City on this project. Should you have any questions, please give me a call.

Sincerely,



Jim Johnson, PE
Senior Project Manager

EXHIBIT A



UTILITIES SCOPE OF SERVICES

FOR

TOM BASS PARK WATERLINE FELLOWS LOOP

BASIC SERVICES: The Consultant shall render the following professional engineering services to the OWNER in connection with the construction of the Project.

Preliminary Design Phase Services

1. Data Collection
 - a) Attend Design Kick-Off meeting with City.
 - i. Review City informational resources and make arrangements to obtain these.
 - ii. Discuss objectives of project and adjacent projects.
 - b) Procure such additional data as required through other services and/or sub consultants.
 - c) Provide survey (metes and bounds, & topo) info
 - i. Survey waterline alignment from existing waterline connection to proposed connection with existing waterline in The Lakes at Country Place.
 - ii. The Proposed Waterline runs from the end of the section installed by the City to E. Cedar Hollow Drive in The Lakes at Country Place for a total length of about 3000 feet.
 - d) Obtain Geotechnical data as required.
 - i. Borings will be obtained at approximately 1000 foot intervals.
 - ii. Geotechnical Report including Design Recommendation for the project, citing boring locations & depths, tailoring field investigation & laboratory activities to specific requirements of the project as necessary, customary & in keeping with best practices for the project type & requirements.
 - e) Obtain Environmental if required.
2. Prepare and Submit 30% documents, consisting of, but not limited to:
 - a) Cost estimate with 15% contingency.
 - b) 30% Plans consisting of Plan & Profile Topographic Survey with parcel data.

- c) Analysis of Utility Relocation Effort required in notification of utility companies.
- d) Preliminary parcel map identifying any required Right of Way (ROW) or easements along with property owner data. Parcel map based on property ownership abstracting data provided by City. Preliminary parcel map to include:
 - i. existing easements & right of way
 - Special Warranty Easement for Waterline per Interagency Agreement Between Harris County and City of Pearland for the portion on Tom Bass Park
 - City of Pearland Easement Across North Half of Clear Creek
 - Brazoria DD4 30 foot Storm Sewer Easement in The Lakes at Country Place
 - ii. proposed easements & right of way
 - Easement Across South Half of Clear Creek (Brazoria DD4)
 - Easement Across Country Place HOA (South of Clear Creek)
 - iii. requirements with owner's information
 - iv. parcel owner's information
 - v. existing improvements
 - vi. existing permanent improvements within 25' of proposed ROW
- e) Review, consolidate and prepare written response to City's review committee comments on 30% plans.

3. Acquisition Support

- a) Preparation of individual parcel maps, Metes & Bounds for easements and/or Right of Way acquisition that includes:

1. proposed easements & right of way
2. requirements with owner's information
3. parcel owner's information (provided by City)
4. existing improvements
5. existing permanent improvements within 25' of proposed ROW
6. staking parcels
7. abstracting

Design Phase Services

1. Prepare Construction Plans and Specifications
 - a) Submit for review detailed construction plans at 60% & 90% (along with specifications at 60% - include bid form & completed "front end documents" at 90%).
 - b) Submit 60% & 90% plans to Utility companies and coordinate work for relocation or service changes, if required.
 - c) Coordinate with external regulatory and permitting agencies, including but not limited to TCEQ, Harris County, Brazoria DD #4, Harris County Flood Control.
 - d) Provide Traffic Control plan and SWP3 plans and specifications, if required.
 - e) Provide Engineer's opinion of probable construction cost.
 - f) Obtain Agency and utility signatures.
 - g) Submit plans for City Engineer's signature.
 - h) Prepare bid sets for distribution via the City's e-bid system.

Bid Phase Services

1. Bid Phase Services
 - a) Provide Notice to Bidders (NTB) and list of bid items to the Project Manager in an electronic form appropriate for the e-bid system format. City is responsible for advertising.

- b) Provide electronic copy of bid-ready plans to the Project Manager for the e-bid system.
- c) Chair pre-bid meeting and attend Bid Opening
- d) Respond in writing to questions from bidders and prepare addenda, coordinate with Project Manager as necessary.
- e) Assist with design of Bid Proposal*
- f) Prepare Engineer's Recommendation of Award Letter that includes the following required content:
 - i. Check for math errors and reconcile any mathematical discrepancies
 - ii. Review for unbalance bid items
 - iii. Certified Bid Tabulation including Engineer's estimate
 - iv. Review of contractor's financial standing and references provided
 - v. Explanation of discrepancies between the Engineer's estimate and bids
 - vi. Recommendation to award
- 2. Attend City Council meeting and recommendation for award of Contract for Construction.
- 3. Produce and transmit to selected contractor five (5) sets of plans and project manuals in hard copy, and one electronic format copy to Project Manager, in a format ready for execution with City's Notice of Intent to Award (NOI).

*This is the use of bid strategies to attain lowest possible prices for work, use of alternatives, etc.

Construction Phase Services

- 1. Construction Phase Services
 - a) Construction Administration
 - i. Attend pre-construction meeting to provide information & answer questions

- ii. Attend monthly progress meetings with Construction Manager, Contractor & City of Pearland
- iii. Review & comment on Construction's submittals, RFIs, RCOs including coordination with Construction Manager on Change Directives & Change Orders using the City of Pearland's Pro Trak system
- iv. Review & approve monthly pay applications coordinating with Construction Manager using the City of Pearland's Pro Trak system
- v. Provide interpretive guidance for Contractor, Construction Manager in resolution of problems
- vi. Coordinate with Construction Manager to review progress of work for Substantial Completion; with production of punch list; substantiation that items are completed; and issue both Certificate of Substantial Completion & Final Acceptance
- vii. Issue letter to City recommending acceptance & release of final payment
- viii. Coordinate contracts, CM/CI to provide complete record of As-Builts
- ix. Provide Record Drawings from Contractor's As-Builts in electronic format (CD) & hard copy format

Definition:

- 1) As-Builts "redlines": Contractor's record of field changes to the work in line, grade & elevation
- 2) Record Drawings: Engineer's incorporation of contractor's As-Builts



**EXHIBIT B
SUMMARY OF FEE**

**Pearland - Tom Bass Park Water Line Fellows Loop
CIP Project # WA 1203**

Task	Compensation				
	Lump Sum	Hourly Not to Exceed	Add Services	Expenses	Total
30% Design	\$13,760	\$0	\$4,345	\$250	\$18,355
Survey (see breakdown below)	\$14,380	\$0	\$0	\$0	\$14,380
Final Design (includes 60%, 90% 100% submittals)	\$22,118	\$0	\$0	\$250	\$22,368
Bid Phase	\$0	\$2,960	\$0	\$0	\$2,960
Construction Phase Services	\$0	\$10,575	\$0	\$350	\$10,925
Total - Project	\$50,258	\$13,535	\$4,345	\$850	\$68,988

Survey	
Survey (Design survey)	\$10,500
Survey / Esmt (Clear Creek South Esmt) for DD4	\$1,500
Country Place HOA Esmt	\$1,500
Abstracting	\$880
Total	\$14,380

Add Services	
Geotechnical Report (QC Labs as Subconsultant to BGE)	\$3,950
BGE Markup	\$395
Total	\$4,345

**Pearland - Tom Bass Park Water Line Fellows Loop
CIP Project # WA 1203**

30% Design

Total Linear Feet : 3000 LF

	Principal \$189	Project Manager \$163	Senior Engineer \$146	Staff Engineer \$120	Graduate Engineer \$87	CADD Technician \$98	Admin Assistant \$0	
Project Management								
Project Initiation / Kick-off Meeting		3	3	0		0	0	\$926
Inter Agency Coordination: HC, HCFC, DD4		0	4	4		0	1	\$1,064
Monthly Project Review		4	4	2		0	0	\$1,474
Submit Progress Reports		4	2	2		0	0	\$1,182
Subcontract Management		2	0	0		0	0	\$325
							Subtotal	\$4,971

30% Design								
Site Visit			3	3		0	0	\$798
Route Study		0	0	0		0	0	\$0
Research Utilities & Prepare Base Maps		0	0	1		1	0	\$217
Cover Sheet		0	0	1		2	0	\$315
Drawing Index & Legend Sheet		0	0	2		4	0	\$629
Overall Layout Sheets		0	4	6		12	0	\$2,473
Water Line Alignment and Profile @ 1"=40' (5 Sheets)		2	4	8		15	0	\$3,330
Quantity Take-off & Cost Estimate		1	1	4		0	0	\$787
Submit 30% Drawings		0	0	1		0	0	\$120
Respond to City Comments		0	0	1		0	0	\$120
							Subtotal	\$8,788

Subtotal BGE Lump Sum 30% Design \$13,760

Survey								
Survey (Design survey)								\$10,500
Survey / Esmt (Clear Creek South Esmt) for DD4								\$1,500
Country Place HOA Esmt								\$1,500
Abstracting								\$880
							Subtotal	\$14,380

Subtotal BGE Lump Sum Survey \$14,380

Add Services								
Geotech					QC Labs \$3950 + 10% BGE markup =			\$4,345
							Subtotal	\$4,345

Subtotal Add Services \$4,345

Expenses								
Reproduction Cost								\$0
Deliveries								\$250
							Subtotal	\$250

Subtotal Expenses \$250

Totals	0	16	25	35	0	34	1	111	\$32,735
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**Pearland - Tom Bass Park Water Line Fellows Loop
CIP Project # WA 1203**

Final Design Services + Bid Phase

Total Linear Feet: 3000 LF

	Principal \$189	Project Manager \$163	Senior Engineer \$146	Staff Engineer \$120	Graduate Engineer \$87	CADD Technician \$98	Admin Assistant \$0		
Project Management									
Project Initiation / Kick-off Meeting		0	0					\$0	
Inter Agency Coordination		0	0					\$0	
Monthly Project Review		4	4					\$1,235	
Submit Progress Reports		0	0					\$0	
Subcontract Management		0	0					\$0	
							Subtotal	\$1,235	
60% Design Submittal									
Cover Sheet		0	0	0		1	0	\$98	
Drawing Index & Legend Sheet		0	0	1		1	0	\$217	
Overall Layout Sheets		2	1	2		8	0	\$1,491	
Water Line Alignment and Profile (5 Sheets)		2	4	4		30	0	\$4,314	
Detail Sheets		1	6	6		8	0	\$2,538	
Prepare Specifications		1	6	10		0	8	\$2,237	
Site Visit		0	0	0		0	0	\$0	
Constructability & QC review		1	1	0		0	0	\$309	
							Subtotal	\$11,202	
90% Design Submittal									
Incorporate Geo-tech Boring Locations		0	0	1		1	0	\$217	
Incorporate ESA Ph II findings		0	0	0		0	0	\$0	
Quantity Take-off & Cost Estimate		1	2	6		6	0	\$1,758	
Incorporate Comments from 60% COP + Utilities		1	2	6		8	1	\$1,953	
Edit Specifications		1	1	2		0	1	\$548	
Agency Plan Approvals		4	4	16		2	0	\$3,345	
Site Visit		0	0	0		0	0	\$0	
Constructability & QC review		1	1	0		0	0	\$309	
							Subtotal	\$8,130	
100% Design Submittal									
Incorporate comments and design modifications		1	0	1		2	0	\$477	
Revise Cost Estimate & Qty Take-off		0	1	1		1	0	\$363	
Upgrade Specifications		1	1	1		0	1	\$428	
Coordination for SWPPP		0	0	0		0	0	\$0	
Site Visit		0	0	0		0	0	\$0	
Constructability & QC review		0	0	0		0	0	\$0	
							Subtotal	\$1,269	
Bond Submittal for Signature									
Meeting with City for final review and signatures		1	0	1		0	0	\$282	
							Subtotal	\$282	
								Subtotal BGE 60%, 90%, 100% Lump Sum Design	\$22,118
Bid Phase Support									
Prepare e-bid documents to City		1	0	1		0	0	\$282	
Chair Pre-Bid Meeting		2	2	0		0	0	\$618	
Prepare Addendums		1	0	1		0	2	\$282	
Bid-tab preparation and analysis		2	0	2		0	1	\$564	
City Council meeting for const award		4	0	0		0	1	\$650	
Prepare Contract Docs		2	0	2		0	4	\$564	
							Subtotal	\$2,960	
								Subtotal BGE Hourly Not To Exceed Bid Phase Support	\$2,960
Expenses									
Reproduction Cost								\$0	
Deliveries								\$250	
							Subtotal	\$250	
								Subtotal Expenses	\$250
Totals	0	34	36	64	0	68	19	221	\$25,329

**Pearland - Tom Bass Park Water Line Fellows Loop
CIP Project # WA 1203**

Construction Phase Services (6 Months Construction Duration)

	Principal \$189	Project Manager \$163	Senior Engineer \$146	Staff Engineer \$120	Graduate Engineer \$87	CADD Technician \$98	Admin Assistant \$0		
Project Admin. & Management									
Project Management		0	0	0		0	0	\$0	
Construction Engineering and Administration									
Pre-Construction Meeting		3	0	3		0	0	\$846	
Progress Meetings		0	0	18		0	0	\$2,154	
Site Visits & Monthly Reports		0	4	18		0	10	\$2,739	
RFI Response		0	1	10		0	2	\$1,343	
Submittal Review		0	4	1		0	0	\$705	
Substantial Completion Inspection		0	4	4		0	0	\$1,064	
Final Completion Inspection		0	4	2		0	0	\$824	
Record Drawings		0	0	1		8	0	\$900	
							Subtotal	\$10,575	
								Subtotal BGE CPS Hourly Not To Exceed	\$10,575
Expenses									
Construction Staking								\$0	
Reproduction Cost								\$0	
Mileage (35/trip x 10 trips)								\$350	
							Subtotal	\$350	
								Subtotal Expenses	\$350
TOTALS	0	3	17	57	0	8	12	97	\$10,925

EXHIBIT C

GEO TECHNICAL INVESTIGATION PROPOSAL



August 12, 2014

Brown & Gay Engineers
10777 Westheimer, Suite 400
Houston, Texas 77042

Attn: Mr. Jim Johnson, P.E.
P: 713.488.8135
E: jjohnson@browngay.com

Re: Cost Estimate for Geotechnical Engineering Services
Tom Bass Park Loop Waterline
Pearland, Texas
QCL Document No.: 39381

Dear Mr. Johnson:

QC Laboratories, Inc. (QCL) understands that we have been selected based on qualifications to provide Geotechnical Engineering Services for the project referenced above. This document has been prepared in general accordance with project information provided to us on August 11, 2014.

Project Description

We understand the project consists of the installation of 8 or 12-inch diameter waterline through Tom Bass Park in Pearland, Texas. Based on information provided by the client, we understand the proposed waterline is planned to traverse approximately 2,800 linear feet from the north side to the south side of the park where it will cross Clear Creek and terminate about 300 to 400 feet south of Clear Creek. We understand the waterline is planned to be installed primarily using trenchless construction techniques. However, some open excavation techniques may be utilized at various locations along the proposed waterline alignment. At this time, we anticipate the waterline will have a flow line ranging from about 5 to 25 feet below existing grade.

Scope of Services

A brief summary of the services to be provided by QCL is presented in the following paragraphs.

Field Investigation: The field exploration will be performed to obtain subsurface information regarding soil type, soil stratigraphy and groundwater depth. As requested, we plan to drill and sample four (4) soil borings to depths ranging from 15 to 40 feet along the alignment of the proposed water line.

We anticipate drilling will be performed using standard truck-mounted drilling equipment. Soil samples will be evaluated in the field using a pocket penetrometer and/or SPT blow counts, depending on the soil type. The depth of groundwater will be observed during drilling and after completion of drilling. At the completion of our field program, the boreholes will be backfilled with soil cuttings.

QCL will notify Texas811, a utility location service, to locate the primary utilities. This utility location service will only locate utilities within dedicated public utility easements. If underground utilities are known to exist in the vicinity of the borings, QCL should be provided the opportunity to review utility plans to avoid the existing lines.

Laboratory Testing: The engineering properties of selected soil samples will be evaluated by our A2LA accredited laboratory. Laboratory tests may include, but not limited to, moisture content, unit weight, unconfined compression, Atterberg Limits, and percent passing the No. 200 sieve.

Engineering Analysis and Report: The field and laboratory data will be reviewed by an engineer who will also perform appropriate engineering analyses. The findings of the investigation will be presented in an engineering report prepared under the supervision of a Texas Professional Engineer. The report will include the following:

- Logs of Borings, Plan of Borings, water observations, and laboratory test results;
- Design considerations for trenchless construction;
- Excavation and groundwater control (for open-excavation construction); and
- Uplift and lateral earth pressures for below-grade structures.



Fees

The fee for this project will be charged on a Lump Sum basis. Based upon the scope of services presented here, the lump sum fee is \$3,950.

This lump sum fee assumes that the site is accessible with standard truck-mounted drilling equipment. An additional charge will apply if boring locations are not accessible and any special equipment will need to be used.

Schedule

A completed geotechnical engineering report will be submitted within 2 to 3 weeks following field-drilling activities.

Acceptance

We understand that this work will be authorized through a Brown & Gay Engineers, Inc. Subconsultant Agreement.

We appreciate the opportunity to submit this document and look forward to the successful completion of the project. If you should have any questions or require additional information, please contact us at your convenience.

Sincerely,

QC Laboratories, Inc.

(Texas Registered Engineering Firm F-3601)

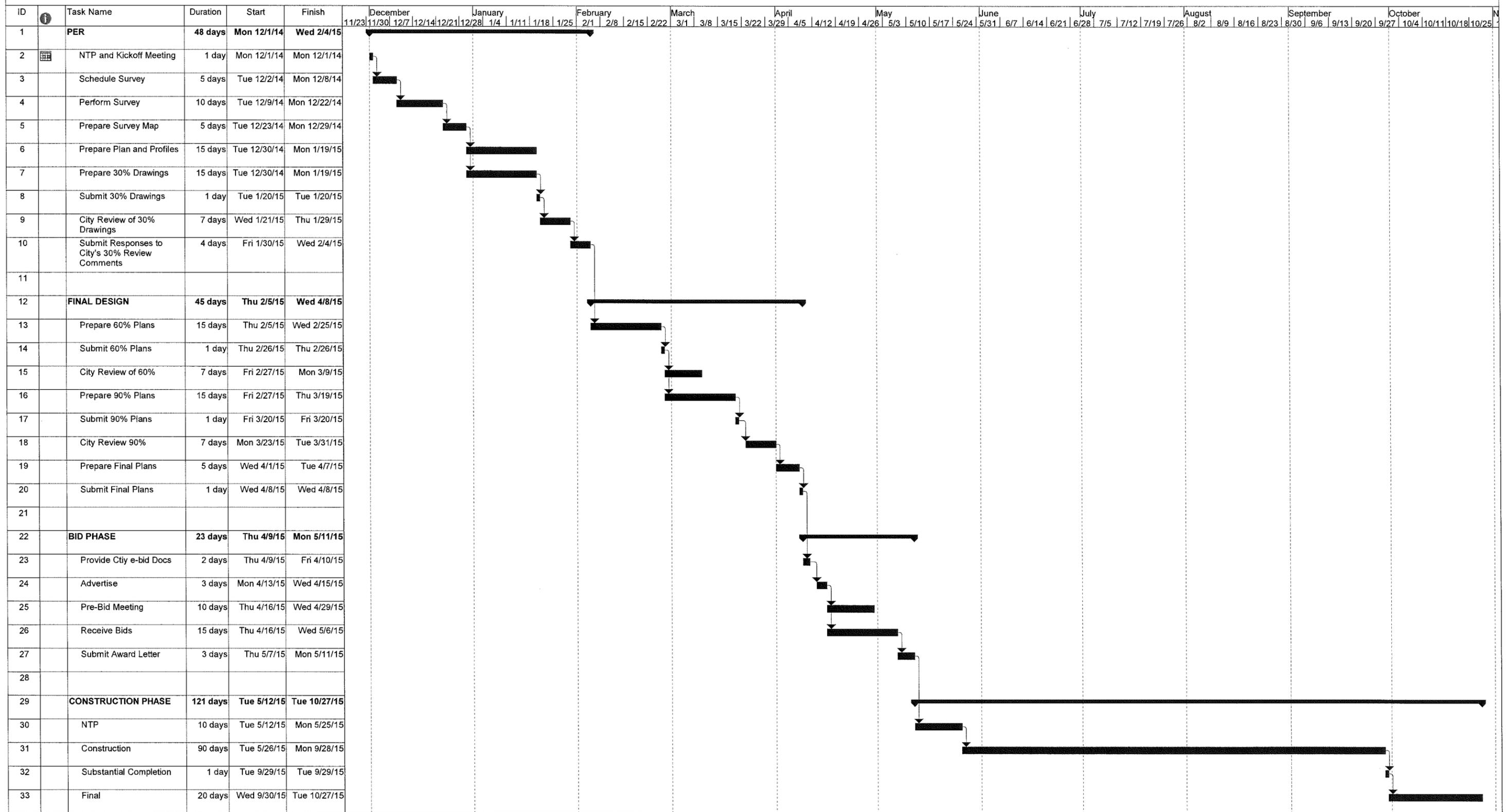


John D. Guida, P.E.

Manager, Geotechnical Engineering Services



Exhibit D
City of Pearland
Tom Bass Park Waterline Extension



Project: 20141106_Schedule3.mpp	Task	Summary	External Milestone	Manual Task	Manual Summary	External Tasks	Deadline
	Split	Project Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	
	Milestone	External Tasks	Inactive Summary	Manual Summary Rollup	Finish-only	Progress	

Consent Agenda Item E

- E. Consideration and Possible Action – Resolution No. R2014-149 – A Resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into a Business Support Services Agreement with PST Services, Inc., associated with the City’s participation in the Texas Ambulance Supplemental Payment Program, in the estimated amount of \$50,000.00 annually.**

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

AGENDA OF:	November 24, 2014	ITEM NO.:	Resolution No. R2014-149								
DATE SUBMITTED:	November 12, 2014	DEPT. OF ORIGIN:	Finance								
PREPARED BY:	Bob Pearce	PRESENTOR:	Daniel Baum								
REVIEWED BY:	Jon R. Branson	REVIEW DATE:	November 18, 2014								
<p>SUBJECT: RESOLUTION NO. R2014-149 - A Resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into a Business Support Services Agreement with PST Services, Inc., associated with the City's participation in the Texas Ambulance Supplemental Payment Program, in the estimated amount of \$50,000.00 annually.</p>											
<p>EXHIBITS: Resolution R2014-149 PST Services, Inc. Business Support Services Agreement</p>											
<p>FUNDING:</p> <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Bonds To Be Sold</td> <td><input type="checkbox"/> Grant</td> <td><input type="checkbox"/> Developer/Other</td> <td><input checked="" type="checkbox"/> Cash</td> </tr> <tr> <td><input type="checkbox"/> Bonds- Sold</td> <td><input type="checkbox"/> L/P – Sold</td> <td><input type="checkbox"/> L/P – To Be Sold</td> <td></td> </tr> </table>				<input type="checkbox"/> Bonds To Be Sold	<input type="checkbox"/> Grant	<input type="checkbox"/> Developer/Other	<input checked="" type="checkbox"/> Cash	<input type="checkbox"/> Bonds- Sold	<input type="checkbox"/> L/P – Sold	<input type="checkbox"/> L/P – To Be Sold	
<input type="checkbox"/> Bonds To Be Sold	<input type="checkbox"/> Grant	<input type="checkbox"/> Developer/Other	<input checked="" type="checkbox"/> Cash								
<input type="checkbox"/> Bonds- Sold	<input type="checkbox"/> L/P – Sold	<input type="checkbox"/> L/P – To Be Sold									
<p>EXPENDITURE REQUIRED: \$50,000 (est. contingency fee on revenues collected) AMOUNT BUDGETED: N/A AMOUNT AVAILABLE: _____ PROJECT NO.: _____ ACCOUNT NO.: _____</p> <p>ADDITIONAL APPROPRIATION REQUIRED: ACCOUNT NO.: _____ PROJECT NO.: _____</p>											
<p>To be completed by Department:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">Finance</td> <td style="width: 25%;">X Legal</td> <td style="width: 25%;">Ordinance</td> <td style="width: 25%;">X Resolution</td> </tr> </table>				Finance	X Legal	Ordinance	X Resolution				
Finance	X Legal	Ordinance	X Resolution								

EXECUTIVE SUMMARY

BACKGROUND

City of Pearland Fire management personnel have identified a program offered by the Texas Health and Human Services Commission (THHSC) which can afford approved governmental ambulance providers to receive additional reimbursement of the variance between the cost of its services to Medicaid, Medicaid Managed Care, and uninsured patients and what Medicaid pays.

In order to receive revenue through the Texas Ambulance Supplemental Payment Program (TASPP), eligible agencies must: (1) conduct a cost-analysis necessary to develop a Cost Allocation Model and submit a Cost Allocation Report to THHSC; and (2) prepare and submit an annual THHSC Ambulance Services Cost report.

Because the program is administered pursuant to federal Medicaid rules and regulation, it entails complexities which are beyond the duties and time constraints of most Fire Department personnel, and many Texas cities successfully participating in the TASPP have utilized third-party consultants for the preparation of the above-referenced reports. To this end, the City issued Request for Proposal (RFP) #0914-60 to solicit proposals from private firms for preparation of the required reports.

BID AND AWARD

One firm, PST Services, Inc. a McKesson Company, responded to the RFP. It is believed that the limited response is attributable to both the degree of specialization required and the relatively short life of the TASPP to date (initiated in State FY2009).

Fire management staff and Purchasing have reviewed the response of PST Services, Inc. and recommend approval of an award for preparation of the TASPP cost reports. The recommended proposal calls for compensation to PST Services, Inc. in a one-time set-up fee of \$3,900, and ongoing payments in the amount of 4.5% of the revenues realized by the City under the TASPP. Based upon the City's annual EMS transports, and its Medicaid and uninsured patient percentage, the annual revenue potential proposed by PST Services is estimated to be between \$1M and \$1.2M. This estimate is provided with the caveat that any THHSC budgetary cuts to the TASPP could reduce the amount the City realizes, but that PST Services' experience and its proven design and implementation services will enable the City to generate all allowable revenue under the program.

Additionally, PST Services will provide the necessary ongoing reporting for successful participation in the supplemental payment program, and will provide audit support to the City as necessary during its participation in the program. Staff has spoken with vendor-provided references and has received positive feedback related to successful revenue generation through the TASPP based on reports and models provided by PST Services.

SCHEDULE

Provision of professional services related to TASPP as required for a period of two (2) years, with three (3) one-year renewal options available upon the agreement of both parties and City Council approval.

POLICY/GOAL CONSIDERATION

This purchase is contemplated and recommended for the purpose of maximizing City resources in the provision of emergency medical services to its residents.

CURRENT AND FUTURE FUNDING /FINANCIAL IMPACTS

Funding for the services described herein will be provided from revenues collected from the TASPP. While compensation is structured as a contingency fee on revenues collected, the

vendor's proposal does contain a provision for a minimum monthly fee of \$500 to be paid to vendor if the 4.5% basis falls below the \$500 threshold.

RECOMMENDED ACTION

City Council consideration and approval of a Resolution No. R2014-149 authorizing the City Manager or his designee to enter into a Business Support Services Agreement with PST Services, Inc., associated with the City's participation in the Texas Ambulance Supplemental Payment Program, in the estimated amount of \$50,000 annually.

RESOLUTION NO. R2014-149

A Resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into a Business Support Services Agreement with PST Services, Inc., associated with the City's participation in the Texas Ambulance Supplemental Payment Program, in the estimated amount of \$50,000.00 annually.

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

Section 1. That certain Business Support Services Agreement, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes, is hereby authorized and approved.

Section 2. That the City Manager or his designee is hereby authorized to execute and the City Secretary to attest a Business Support Services Agreement.

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

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

BUSINESS SUPPORT SERVICES AGREEMENT

This Business Support Services Agreement (“Agreement”) is effective as of the last date in the signature block below (the “Effective Date”), by and between PST Services, Inc., a McKesson Company, a Georgia corporation, whose mailing address is 5995 Windward Parkway, Alpharetta, Georgia 30005 (“PST”), and the City of Pearland whose mailing address is 3519 Liberty Dr., Suite 262, Pearland, TX 77581 (“Client”).

RECITALS

Client operates an Emergency Medical Services Squad (“EMS Squad”) that provides professional ambulance services. PST is in the business of providing business support services to EMS Squads, provider networks, hospitals, physician groups and other healthcare providers. Client desires to retain PST to provide business support services required by Client in accordance with the terms of this Agreement.

STATEMENT OF AGREEMENT

In consideration of the promises and mutual covenants contained herein and other valuable consideration, the receipt, adequacy and legal sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, now agree as follows:

Article 1 – Obligations of PST.

Section 1.1. Services. Client retains PST to provide the services set forth in Exhibit A attached, as applicable, (collectively, the “Services”) to Client. Client agrees that PST is specifically authorized to engage PST Group or one or more of its subsidiaries to perform the Services hereunder at no additional cost to Client.

Section 1.2. Liabilities. PST is not responsible for any Client expenses or liabilities except as specifically provided for in this Agreement. Client is responsible for paying all expenses and liabilities relating to Client.

Section 1.3. Authority. Client grants PST the authority and power to carry out its obligations under this Agreement. PST shall provide the Services in accordance with applicable legal and regulatory requirements throughout the term of this Agreement.

Section 1.4. Limitations. PST shall employ or retain such personnel/employees as it deems necessary to perform the Services. Client recognizes that the Services provided by such personnel/employees may be part-time in nature and that the personnel/employees serving in these capacities may serve in other capacities as well. PST may propose that certain titles be conferred upon the employees in performing the duties under this Agreement. PST retains the right to replace any personnel/employee who is performing Services hereunder with another person without causing a breach or termination of this Agreement. PST may subcontract certain Services to support its provision of the Services under this Agreement, including but not limited

to electronic data interchange and printing of statements, without Client's approval; The Client shall receive advanced written notice in the event PST subcontracts out the billing and reimbursement management Services.

Article 2 - Obligations of Client.

Section 2.1. Agent. Client appoints PST as its lawful attorney-in-fact solely for the purpose of carrying out PST's obligations set forth in this Agreement. Notwithstanding anything to the contrary herein, the parties understand, acknowledge, and agree that neither PST nor any affiliate or agent of PST has the ability to (a) receive payments of benefits assigned to Client directly from any payor pursuant to a power-of-attorney (as defined in Section 3060.10(A) of Medicare Carrier's Manual) or any other arrangement, or (b) transfer any payment of benefits assigned to Client to PST, its affiliates, or agents without the payment first passing through the Client's control.

Section 2.2. Professional Services. Notwithstanding the authority granted to PST herein, Client shall retain the authority to render Emergency Medical Services ("EMS") and direct the medical and ethical aspects of Client's EMS practices and shall retain control of all business affairs that may not legally be carried on by persons other than those duly licensed to practice medicine or surgery in the state or states where such persons practice. Furthermore, the parties acknowledge that only Client may render EMS to its patients through its employees and contractors who are duly licensed or otherwise legally authorized to render professional EMS within the state or states in which such persons practice. PST agrees that it shall not act pursuant to this Agreement in a manner that interferes with the professional judgment of Client's EMS personnel.

Article 3 - Mutual Obligations.

Section 3.1. Cooperation. Client's EMS personnel shall execute all documents and take all actions necessary to allow PST to perform its duties under this Agreement.

Section 3.2. Business Associate. In compliance with their respective legal duties regarding the privacy and security of protected health information, PST and Client agree to the obligations set forth in Exhibit C attached hereto.

Article 4 – Compensation.

Section 4.1. Service Fees. Client shall pay PST service fees as set forth in Exhibit B, attached hereto, for the Services provided in accordance with this Agreement.

Section 4.2. Reimbursement. Client shall reimburse PST for any additional expenses not contemplated under the terms of this Agreement that PST incurs in connection with the request of Client.

Section 4.3. Payment.

Section 4.3.1. Monthly Invoice. PST shall provide Client with an invoice indicating the

total amounts due to PST based on the Supplemental Payments (as defined in Exhibit B) received from the Texas Health and Human Services Commission collected by Client, in accordance with Exhibit B. Client shall pay all service fees hereunder to PST within thirty (30) days from the date of receipt of an invoice from PST.

Section 4.3.2. Disputed Amounts or Invoices. Client agrees to notify PST of any disagreement with respect to billing within thirty (30) days of receiving an invoice. If Client and PST are unable to resolve the dispute before the date the service fees are due to PST, Client shall forward to PST the undisputed amount and the disputed amount shall be placed by Client into an escrow account until the dispute is resolved. If the parties are unable to resolve the dispute within sixty (60) days from the date the service fees are due to PST, PST may suspend its obligations hereunder upon thirty (30) days written notice to Client.

Article 5 – Term.

Section 5.1. Term. The initial term of this Agreement shall commence on this [REDACTED] day of [REDACTED], 20[REDACTED] and shall terminate on this [REDACTED] day of [REDACTED], 20[REDACTED]. Unless earlier terminated as provided for in this Agreement, the term of this Agreement shall automatically extend for additional one (1) year terms, unless either party delivers to the other party, not less than ninety (90) days prior to the expiration of the preceding term, written notice of that party's intent not to extend the term of this Agreement.

Article 6 – Termination.

Section 6.1. Termination. PST or Client may terminate this Agreement after timely notice to the other party, if the other party: (a) materially breaches this Agreement and fails to remedy, or fails to commence reasonable efforts to remedy, such breach within 60 days after receiving notice of the breach from the terminating party, (b) infringes the terminating party's intellectual property rights and fails to remedy, or fails to commence reasonable efforts to remedy, such breach within ten days after receiving notice of the breach from the terminating party, (c) materially breaches this Agreement in a manner that cannot be remedied, or (d) commences dissolution proceedings or ceases to operate in the ordinary course of business. In the event that PST is permitted to terminate this Agreement, PST may, at its sole option, elect to terminate any combination of other then-effective agreement with Client. Except as otherwise provided above, termination of this Agreement will not affect the parties' rights and obligations under any other agreement executed by the parties prior or subsequent to such termination, and all such other agreements will remain in full force and effect unless and until their respective expiration or termination in accordance with their contractual terms.

Section 6.2. Termination for Convenience. Either party may terminate this Agreement for convenience upon sixty (60) days' prior written notice to the other party.

Section 6.3. Effect of Termination. In the event of termination of this Agreement in accordance with Section 6 or non-renewal, all rights, duties and obligations of both parties shall cease effect as of the date of termination, except as otherwise provided in this Section 6.2. Upon termination, Client shall allow PST to continue providing Services for ninety (90) days following the

effective date of termination (the “Post-Termination Period”). During the Post-Termination Period, PST shall continue to receive service fees in the manner set forth in Section 4. After the expiration of the Post-Termination Period, PST will deliver to Client a copy of the most current file backup in a printed and/or electronic media copy as agreed upon in writing by both parties, after payment of all outstanding invoices by Client. Client shall be responsible for the programming, debugging, testing, computer operations, and alternative media costs if a file is requested in a format other than the industry standard formats (i.e. ASCII or comma delimited). Client shall also be responsible for the shipping cost of Client’s billing records in PST’s possession at the end of the Post-Termination Period that are forwarded to any destination other than Client’s address. Furthermore, following the termination of this Agreement and the expiration of the Post-Termination Period, the parties shall remain bound by the restrictions set forth in Section 7.

Article 7 - Relationship of Parties.

Section 7.1. Independent Contractor. Each party is an independent contractor of the other party. This Agreement will not be construed as constituting a relationship of employment, agency, partnership, joint venture or any other form of legal association. Neither party has any power to bind the other party or to assume or to create any obligation or responsibility on behalf of the other party or in the other party’s name.

Section 7.2. Warranties. PST warrants it will perform all Services in accordance with reasonable industry practices. The provisions of this Agreement are intended to state all of the rights and responsibilities between PST and Client, and they take the place of and supersede all warranties, express or implied whether of merchantability, fitness or otherwise. With the exception of the above warranty, PST makes and Client receives no warranty, express or implied. All warranties of merchantability and fitness for a particular purpose are hereby expressly excluded.

Section 7.3. Computer Systems. All programs, documentation, specifications, tapes, instruction manuals and similar material developed or used by PST in connection with this Agreement (collectively, “Computer Systems”) are and shall remain the sole and exclusive property of PST. Nothing in this Agreement shall be construed as a license or transfer of such Computer Systems to Client. Upon termination of this Agreement for any reason, PST shall have the right to retain all such Computer Systems and Client shall, upon the request of PST, deliver all such Computer Systems in its possession to PST. PST shall use commercially reasonable efforts to cooperate in supplying source data to Client in the event Client transfers its business support function to another contractor.

Section 7.4. Confidentiality.

7.4.1. Use and Disclosure of Confidential Information. Each party may disclose to the other party Confidential Information. Except as expressly permitted by this Agreement, neither party will: (a) disclose the other party's Confidential Information except (i) to its employees or contractors who have a need to know and are bound by confidentiality terms no less restrictive than those contained in this Section 7.4., or (ii) to the extent required by law following prompt notice of such obligation to the other party, or (b) use the other party's Confidential Information for any purpose other than performing its obligations under this Agreement. Each party will use all reasonable care in handling and securing the other party's Confidential Information and will employ all security measures used for its own proprietary information of similar nature. Following the termination of this Agreement, each party will, upon written request, return or destroy all of the other party's tangible Confidential Information in its possession and will promptly certify in writing to the other party that it has done so.

7.4.2. Period of Confidentiality. The restrictions on use, disclosure and reproduction of Confidential Information set forth in Section 7.4 will, with respect to Confidential Information that constitutes a "trade secret" (as that term is defined under applicable law), be perpetual, and will, with respect to other Confidential Information, remain in full force and effect during the term of this Agreement and for three years following the termination of this Agreement.

7.4.3. Injunctive Relief. The parties agree that the breach, or threatened breach, of any provision of this Section 7.4 may cause irreparable harm without adequate remedy at law. Upon any such breach or threatened breach, a party will be entitled to injunctive relief to prevent the other party from commencing or continuing any action constituting such breach, without having to post a bond or other security and without having to prove the inadequacy of other available remedies. Nothing in this Section 7.4.3 will limit any other remedy available to either party.

7.4.4. Retained Rights. Client's rights in the Services will be limited to those expressly granted in this Agreement. PST and its suppliers reserve all intellectual property rights not expressly granted to Client. All changes, modifications, improvements or new modules made or developed with regard to the Services, whether or not (a) made or developed at Client's request, (b) made or developed in cooperation with Client, or (c) made or developed by Client, will be solely owned by PST or its suppliers. PST retains title to all material, originated or prepared for the Client under this Agreement. Client is granted a license to use such materials in accordance with this Agreement.

Section 7.5. Covenant not to Employ. During the term of the Agreement, and until the two year anniversary date of the effective date of termination of this Agreement, Client covenants and agrees it will not, without the advance written consent of PST, directly or indirectly, (i) induce or attempt to induce any PST employee to terminate employment with PST; (ii) hire or participate in the hiring or interviewing of any PST employee; (iii) provide names or other information about any PST employee for the purpose of assisting others to hire such employee; nor (iv)

provide Confidential Information to a PST employee about PST or any entity affiliated with PST for the purpose of assisting that PST employee in finding employment with such entity for EMS billing services. For purposes of this paragraph, a PST employee means any person who is a current PST employee or was employed by PST within one (1) year of the date of any action that alleges a violation of this Section 7.5.

Section 7.6. Records. If required by Section 952 of the Omnibus Reconciliation Act of 1980, 42 U.S.C. Section 1395x(I)(i)(ii), for a period of four years after the Services are furnished, the parties agree that they, and each subcontractor who provides Services under this Agreement, will make available, upon the written request of the Secretary of Health and Human Services, the Comptroller General, or their representatives, this Agreement and such books, documents, and records as may be necessary to verify the nature and extent of any combination of Services and Products with an aggregate value or cost of \$10,000 or more over a twelve month period.

Section 7.7. Limitation of Liability. CLIENT AGREES THAT PST SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES CAUSED IN WHOLE OR IN PART BY FACTORS NOT WITHIN THE DIRECT CONTROL OF PST, INCLUDING BUT NOT LIMITED TO THE FAILURE OF THIRD PARTY SERVICE PROVIDERS TO ADEQUATELY PROVIDE THE SERVICES. PST SHALL HAVE NO LIABILITY TO CLIENT OR ANY THIRD PARTY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OR FOR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE OR PROFITS, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL PST BE LIABLE IN THE AGGREGATE FOR ANY CLAIMS OR DAMAGES IN AN AMOUNT EXCEEDING THE AMOUNTS PAID BY CLIENT FOR SERVICES HEREUNDER DURING THE ONE (1) MONTH IMMEDIATELY PRECEDING SUCH CLAIM OR DAMAGES.

Section 7.8. Exclusivity. During the term of this Agreement Client shall not directly or indirectly contact an entity or person for the purpose of soliciting such entity or person to enter into a contract or arrange to receive any of the Services as set forth in this Agreement or any services substantially similar to the Services from any entity or person other than PST unless agreed upon in writing by PST, except that Client shall be entitled to solicit bids from other suppliers of Services within 180 days of expiration of any term of this Agreement.

Article 8 – Miscellaneous.

Section 8.1. Notices. All notices relating to the parties' legal rights and remedies under this Agreement will be provided in writing and will reference this Agreement. Such notices will be deemed given if sent by: (a) postage prepaid registered or certified U.S. Post mail, then five working days after sending; or (b) commercial courier, then at the time of receipt confirmed by the recipient to the courier on delivery. All notices to Client will be sent to its address set forth on the cover page hereto, or to such other address as may be designated by Client by notice to PST.

Section 8.2. Force Majeure. Except as otherwise provided, neither party will be responsible for or in breach due to delays or failures to perform resulting either directly or indirectly from any cause beyond the control of the delaying or non-performing party, including but not limited to, acts of God, fires, floods, strikes, lockouts, labor controversies (beyond the control of the delaying or non-performing party), civil disturbances, acts of war, governmental restrictions, shortages or inability to obtain adequate supplies or transportation or transmission facilities (beyond the control of the delaying or non-performing party), or other similar circumstances. In the event of delay in performance due to any such cause, the time for performance will be extended for a period of time reasonably necessary to overcome the effect of such delay.

Section 8.3. Conflicts. The provisions of this Agreement shall govern when there is any conflict with the provisions of any purchase order or other document of Client relating to the Services.

Section 8.4. Governing Law. This Agreement, and all rights and obligations of the parties hereunder, shall be construed and governed by the laws of the State of Georgia, without regard to its conflicts of laws provisions.

Section 8.5. Severability. If any part of a provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this Agreement and will not be affected.

Section 8.6. Descriptive Headings and Subheadings. Both parties understand that the headings and subheadings used in this Agreement are for descriptive and/or informational purposes only.

Section 8.7. Waiver. No consent or waiver, whether expressed or implied, by either party to or of any breach under this Agreement shall be construed as a consent or waiver to or of any breach of the same or any other obligation.

Section 8.8. Final Understanding and Modifications. This Agreement represents the entire and integrated agreement of the parties, and supersedes all prior negotiations, representations, and/or agreements, whether written or oral.

Section 8.9 Assignment and Subcontracts. Client may assign this Agreement with at least 60 days' prior written notice to PST, so long as Client remains secondarily liable for any and all executory obligations under this Agreement. PST may, upon notice to Client, assign this Agreement to any PST affiliate for any reason, or to any other entity as the result of a transfer of all or substantially all of PST's assets or capital stock or of any other corporate reorganization. PST may subcontract its obligations under this Agreement.

Section 8.10. Amendments; Waiver. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except by written addendum to this Agreement, duly signed by authorized representatives of the parties.

Section 8.11. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and

the respective successors or assigns of the parties, any rights, remedies, obligations or liabilities whatsoever.

Section 8.12. Compliance with Law. The obligations of PST pursuant to this Agreement shall be subject to any limitations or restrictions which may be imposed by law or regulation, and PST may suspend any or all obligations hereunder in the event that it reasonably determines, upon advice of counsel, that the performance of any obligation pursuant to this Agreement may contravene applicable law or regulation, the effect of which would be to have a material adverse effect on the business, financial condition, or operations of PST or any subsidiary or affiliate of PST Group.

Section 8.13. Material Changes; Periodic Review. Notwithstanding anything to the contrary in this Agreement, in the event (i) a significant change or amendment to any regulation, law, policy or procedure, (ii) any legal or ethical rule or regulation is promulgated or modified, or (iii) any administrative ruling or judicial interpretation is issued or modified that prohibits any act or course of conduct contemplated by this Agreement, or which materially and adversely affects the ability of PST to provide Services hereunder or imposes onerous financial or other burdens on PST's provision of Services hereunder, an amendment or modification to this Agreement shall be negotiated in good faith. To the maximum extent possible, any such amendment shall preserve the underlying economic and financial arrangements between Client and PST.

Section 8.14. Agreement Construction. This Agreement shall not be presumptively construed for or against either party. The parties may execute this Agreement in one or more counterparts, each of which will be deemed an original and one and the same instrument.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF the parties hereto have caused this Business Support Services Agreement to be executed by their respective duly authorized representatives on the date first above written.

PST Services, Inc., a McKesson Company Address: 5995 Windward Parkway Alpharetta, Georgia 30005	City of Pearland Address: City of Pearland 3519 Liberty Dr., Suite 262 Pearland, TX 77581
For Sample Purposes Only – Void if Signed Signed _____ Name _____ Title _____ Date	For Sample Purposes Only – Void if Signed Signed _____ Name _____ Title _____ Date

EXHIBIT A-1**SUPPLEMENTAL PAYMENT RECOVERY ASSISTANCE SERVICES**1. Description of Services.

As part of the PST's Supplemental Payment Assistance Services, PST's responsibilities under this Agreement will include:

- (a) Advising and assisting Client with enrolling in the Texas Medicaid Supplemental Payment Program;
- (b) Assisting Client with enrolling in the Texas Ambulance Supplemental Payment Program ("ASPP");
- (c) Managing the program applications and required cost reports for Client in accordance with the ASPP;
- (d) Managing the ASPP pre-cost report submittal process for Client, which may also include:
 - Developing and submitting the Provider Approval materials to the Texas Health and Human Services Commission (HHSC) on behalf of Client;
 - Receiving the Provider Approval from HHSC for Client's participation in the ASPP,
 - Developing and submitting the Cost Allocation Model and Report to HHSC on behalf of Client for review as part of the ASPP;
 - Changing and finalizing the Cost Allocation Model during HHSC's review of the Cost Allocation Model and Report, to meet HHSC's requirements to move forward with the cost report submittal.
- (e) Assisting Client in developing cost models for EMS transports for submission to ASPP;
- (f) Assisting Client with submitting other annual reports as my required by the ASPP.
- (g) Ensuring that cost report preparer(s) engaged on behalf of Client by PST are certified in accordance with all applicable rules, laws and regulations.
- (h) Ensuring that it utilizes separate staff for all billing and cost report preparation services provided to Client.

2. Client Responsibilities.

Client acknowledges and understands that inaccurate or false data submissions, even advertent ones, can lead to a false claim charge or Medicaid program exclusion. Therefore, Client agrees that it will use best efforts to:

- (a) Ensure the accuracy of all cost report data provided by Client to PST and provide written certification of the accuracy of such data to PST and all applicable governmental agencies;
- (b) Make its internal practices, books and records relating to all cost report data provided to PST by Client available to PST to ensure the accuracy of all such data;

- (c) Comply with PST policies and procedures for the documentation of all cost report data as established and provided to Client by PST from time to time; and
- (d) Provide PST with the following as part of Client's request for Supplemental Payment:
 - An organizational chart of Client's agency;
 - An organizational chart of Client's ambulance department;
 - Identification of the specific geographic service area covered by Client's ambulance department;
 - Copies of job descriptions for all staff employed within Client's ambulance department and an estimated percentage of time spent working for Client's ambulance department and for other departments of Client's agency;
 - Primary contact person for Client's agency; and
 - A signed letter documenting the governmental provider's voluntary contribution of non-federal funds.

3. Indemnification.

To the extent allowed by law, Client will indemnify and hold harmless PST and its affiliates, employees and agents from and against, and at the option of PST (or any of its affiliates, employees or agents) defend against, at Client's sole expense, all claims, liabilities, damages, losses and expenses as they are accrued, including court costs and fees and expenses of attorneys, expert witnesses and other professionals, arising out of, relating to or resulting from:

- (a) any breach or alleged breach of any representation, warranty, covenant or obligation of Client pertaining to the Supplemental Payment Recovery Assistance Services; and
- (b) any alleged negligent act or omission or intentional misconduct of Client or Client's employees or agents or subcontractors related to any of Client's obligations pertaining to the Supplemental Payment Recovery Assistance Services;

TO BUSINESS SUPPORT SERVICES AGREEMENT**EXHIBIT B****FEES/COSTS**

1. For Supplemental Payment Recovery Assistance Services rendered under Exhibit A-1, Client will pay PST a service fee equal to **4.5%** of the Supplemental Payments recovered by PST on behalf of Client, in accordance with Article 4 of the Agreement. Supplemental Payments shall include any payments for ambulance services, including all nonemergency and emergency patient transports that are reimbursed by Texas Medicaid to Client.
2. All service fees are exclusive of all federal, state and local taxes, including sales taxes, assessed on or due in respect of any Services performed by PST under the Agreement, for which taxes Client shall be solely responsible. Client shall reimburse PST for all those costs and expenses of Client paid by PST or any subsidiary or affiliate of PST on behalf of Client in connection with the provision of Services hereunder. Client acknowledges and agrees that PST shall be entitled to receive Service Fees for Services provided by PST under this Agreement even after expiration or earlier termination of this Agreement provided that PST provided such services on or before the date of expiration or termination of this Agreement.
3. There will be a charge to the Client for requests, including but not limited to, requests for special programming and non-standard reports. The cost for such requests will be determined on an individual basis and shall be reimbursed in accordance with Section 4.2 of the Agreement.

EXHIBIT C

BUSINESS ASSOCIATE ADDENDUM (“BAA”)

SECTION 1: DEFINITIONS

“**Breach**” will have the same meaning given to such term in 45 C.F.R. § 164.402.

“**Designated Record Set**” will have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.

“**Electronic Protected Health Information**” or “**Electronic PHI**” will have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. § 160.103, as applied to the information that PST creates, receives, maintains or transmits from or on behalf of Client.

“**Individual**” will have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and will include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

“**Privacy Rule**” will mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

“**Protected Health Information**” or “**PHI**” will have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, as applied to the information created, received, maintained or transmitted by PST from or on behalf of Client.

“**Required by Law**” will have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.

“**Secretary**” will mean the Secretary of the Department of Health and Human Services or his or her designee.

“**Security Incident**” will have the meaning given to such term in 45 C.F.R. § 164.304.

“**Security Rule**” will mean the Security Standards at 45 C.F.R. Part 160 and Part 164, Subparts A and C.

“**Unsecured PHI**” will have the same meaning given to such term under 45 C.F.R. § 164.402, and guidance promulgated thereunder.

Capitalized Terms. Capitalized terms used in this Addendum and not otherwise defined herein will have the meanings set forth in the Privacy Rule, the Security Rule, and the HIPAA Final Rule, which definitions are incorporated in this Addendum by reference.

SECTION 2: PERMITTED USES AND DISCLOSURES OF PHI

2.1 Uses and Disclosures of PHI Pursuant to the Underlying Agreement. Except as otherwise limited in this Addendum, PST may use or disclose PHI to perform functions, activities or services for, or on behalf of, Client as specified in an existing written agreement (the "Underlying Agreement"), provided that such use or disclosure would not violate the Privacy Rule if done by Client.

2.2 Permitted Uses of PHI by PST. Except as otherwise limited in this Addendum, PST may use PHI for the proper management and administration of PST or to carry out the legal responsibilities of PST.

2.3 Permitted Disclosures of PHI by PST. Except as otherwise limited in this Addendum, PST may disclose PHI for the proper management and administration of PST, provided that the disclosures are Required by Law, or PST obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person (which purpose must be consistent with the limitations imposed upon PST pursuant to this Addendum), and that the person agrees to notify PST of any instances of which it is aware in which the confidentiality of the information has been breached. PST may disclose PHI to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

2.4 Data Aggregation. Except as otherwise limited in this Addendum, PST may use PHI to provide Data Aggregation services for the Health Care Operations of the Client as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

2.5 De-identified Data. PST may de-identify PHI in accordance with the standards set forth in 45 C.F.R. § 164.514(b) and may use or disclose such de-identified data unless prohibited by applicable law.

SECTION 3: OBLIGATIONS OF PST

3.1 Appropriate Safeguards. PST will use appropriate safeguards and will, after the compliance date of the HIPAA Final Rule, comply with the Security Rule with respect to Electronic PHI, to prevent use or disclosure of such information other than as provided for by the Underlying Agreement and this Addendum. Except as expressly provided in the Underlying Agreement or this Addendum, PST will not assume any obligations of Client under the Privacy Rule. To the extent that PST is to carry out any of Client's obligations under the Privacy Rule as expressly provided in the Underlying Agreement or this Addendum, PST will comply with the requirements of the Privacy Rule that apply to Client in the performance of such obligations.

3.2 Reporting of Improper Use or Disclosure, Security Incident or Breach. PST will report to Client any use or disclosure of PHI not permitted under this Addendum, Breach of Unsecured PHI or any Security Incident, without unreasonable delay, and in any event no more than thirty (30) days following discovery; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by PST to Client of the ongoing existence and occurrence of

attempted but Unsuccessful Security Incidents (as defined below). “Unsuccessful Security Incidents” will include, but not be limited to, pings and other broadcast attacks on PST’s firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. PST’s notification to Client of a Breach will include: (i) the identification of each individual whose Unsecured PHI has been, or is reasonably believed by PST to have been, accessed, acquired or disclosed during the Breach; and (ii) any particulars regarding the Breach that Client would need to include in its notification, as such particulars are identified in 45 C.F.R. § 164.404.

3.3 PST’s Agents. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 45 C.F.R. § 164.308(b)(2), as applicable, PST will enter into a written agreement with any agent or subcontractor that creates, receives, maintains or transmits PHI on behalf of PST for services provided to Client, providing that the agent agrees to restrictions and conditions that are substantially similar to those that apply through this Addendum to PST with respect to such PHI.

3.4 Access to PHI. The Parties do not intend for PST to maintain any PHI in a Designated Record Set for Client. To the extent PST possesses PHI in a Designated Record Set, PST agrees to make such information available to Client pursuant to 45 C.F.R. § 164.524, within ten (10) business days of PST’s receipt of a written request from Client; provided, however, that PST is not required to provide such access where the PHI contained in a Designated Record Set is duplicative of the PHI contained in a Designated Record Set possessed by Client. If an Individual makes a request for access pursuant to 45 C.F.R. § 164.524 directly to PST, or inquires about his or her right to access, PST will either forward such request to Client or direct the Individual to Client.

3.5 Amendment of PHI. The Parties do not intend for PST to maintain any PHI in a Designated Record Set for Client. To the extent PST possesses PHI in a Designated Record Set, PST agrees to make such information available to Client for amendment pursuant to 45 C.F.R. § 164.526 within twenty (20) business days of PST’s receipt of a written request from Client. If an Individual submits a written request for amendment pursuant to 45 C.F.R. § 164.526 directly to PST, or inquires about his or her right to amendment, PST will either forward such request to Client or direct the Individual to Client.

3.6 Documentation of Disclosures. PST agrees to document such disclosures of PHI and information related to such disclosures as would be required for Client to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. PST will document, at a minimum, the following information (“Disclosure Information”): (a) the date of the disclosure; (b) the name and, if known, the address of the recipient of the PHI; (c) a brief description of the PHI disclosed; (d) the purpose of the disclosure that includes an explanation of the basis for such disclosure; and (e) any additional information required under the HITECH Act and any implementing regulations.

3.7 Accounting of Disclosures. PST agrees to provide to Client, within twenty (20) business days of PST’s receipt of a written request from Client, information collected in accordance with Section 3.6 of this Addendum, to permit Client to respond to a request by an Individual for an

accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. If an Individual submits a written request for an accounting of disclosures of PHI pursuant to 45 C.F.R. § 164.528 directly to PST, or inquires about his or her right to an accounting, PST will direct the Individual to Client.

3.8 Governmental Access to Records. PST will make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by PST on behalf of, Client available to the Secretary for purposes of the Secretary determining Client's compliance with the Privacy Rule and the Security Rule.

3.9 Mitigation. To the extent practicable, PST will cooperate with Client's efforts to mitigate a harmful effect that is known to PST of a use or disclosure of PHI by PST that is not permitted by this Addendum.

3.10 Minimum Necessary. PST will request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure, in accordance with 45 C.F.R. § 164.514(d), and any amendments thereto.

3.11 HIPAA Final Rule Applicability. PST acknowledges that enactment of the HITECH Act, as implemented by the HIPAA Final Rule, amended certain provisions of HIPAA in ways that now directly regulate, or will on future dates directly regulate, PST under the Privacy Rule and Security Rule. PST agrees, as of the compliance date of the HIPAA Final Rule, to comply with applicable requirements imposed under the HIPAA Final Rule, including any amendments thereto.

SECTION 4: OBLIGATIONS OF CLIENT

4.1 Notice of Privacy Practices. Client will notify PST of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect PST's use or disclosure of PHI. Client will provide such notice no later than fifteen (15) days prior to the effective date of the limitation.

4.2 Notification of Changes Regarding Individual Permission. Client will obtain any consent or authorization that may be required by the Privacy Rule, or applicable state law, prior to furnishing PST with PHI. Client will notify PST of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect PST's use or disclosure of PHI. Client will provide such notice no later than fifteen (15) days prior to the effective date of the change.

4.3 Notification of Restrictions to Use or Disclosure of PHI. Client will notify PST of any restriction to the use or disclosure of PHI that Client has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect PST's use or disclosure of PHI. Client will provide such notice no later than fifteen (15) days prior to the effective date of the restriction. If PST reasonably believes that any restriction agreed to by Client pursuant to this Section may materially impair PST's ability to perform its obligations under the Underlying Agreement or this Addendum, the Parties will mutually agree upon any necessary modification

of PST's obligations under such agreements.

4.4 Permissible Requests by Client. Client will not request PST to use or disclose PHI in any manner that would not be permissible under the Privacy Rule, the Security Rule or the HITECH Act if done by Client, except as permitted pursuant to the provisions of Sections 2.2, 2.3, 2.4 and 2.5 of this Addendum.

SECTION 5: TERM AND TERMINATION

5.1 Term. The term of this Addendum will commence as of the Effective Date, and will terminate when all of the PHI provided by Client to PST, or created or received by PST on behalf of Client, is destroyed or returned to Client. If it is infeasible to return or destroy PHI, PST will extend the protections to such information, in accordance with Section 5.3.

5.2 Termination for Cause. Upon either Party's knowledge of a material breach by the other Party of this Addendum, such Party may terminate this Addendum immediately if cure is not possible. Otherwise, the non-breaching party will provide written notice to the breaching Party detailing the nature of the breach and providing an opportunity to cure the breach within thirty (30) business days. Upon the expiration of such thirty (30) day cure period, the non-breaching Party may terminate this Addendum if the breaching party does not cure the breach or if cure is not possible. If termination is not feasible, the non-breaching party may report the breach or violation to the Secretary.

5.3 Effect of Termination.

5.3.1 Except as provided in Section 5.3.2, upon termination of the Underlying Agreement or this Addendum for any reason, PST will return or destroy all PHI received from Client, or created or received by PST on behalf of Client, at Client's expense, and will retain no copies of the PHI. This provision will apply to PHI that is in the possession of subcontractors or agents of PST.

5.3.2 If it is infeasible for PST to return or destroy the PHI upon termination of the Underlying Agreement or this Addendum, PST will: (a) extend the protections of this Addendum to such PHI and (b) limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as PST maintains such PHI.

SECTION 6: COOPERATION IN INVESTIGATIONS

The Parties acknowledge that certain breaches or violations of this Addendum may result in litigation or investigations pursued by federal or state governmental authorities of the United States resulting in civil liability or criminal penalties. Each Party will cooperate in good faith in all respects with the other Party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.

SECTION 7: SURVIVAL

The respective rights and obligations of PST under Section 5.3 of this Addendum will survive the termination of this Addendum and the Underlying Agreement.

SECTION 8: AMENDMENT

This Addendum may be modified, or any rights under it waived, only by a written document executed by the authorized representatives of both Parties. In addition, if any relevant provision of the Privacy Rule, the Security Rule or the HIPAA Final Rule is amended in a manner that changes the obligations of PST or Client that are embodied in terms of this Addendum, then the Parties agree to negotiate in good faith appropriate non-financial terms or amendments to this Addendum to give effect to such revised obligations.

SECTION 9: EFFECT OF ADDENDUM

In the event of any inconsistency between the provisions of this Addendum and the Underlying Agreement, the provisions of this Addendum will control. In the event that a court or regulatory agency with authority over PST or Client interprets the mandatory provisions of the Privacy Rule, the Security Rule or the HIPAA Final Rule, in a way that is inconsistent with the provisions of this Addendum, such interpretation will control. Where provisions of this Addendum are different from those mandated in the Privacy Rule, the Security Rule, or the HIPAA Final Rule, but are nonetheless permitted by such rules as interpreted by courts or agencies, the provisions of this Addendum will control.

Consent Agenda Item F

- F. **Consideration and Possible Action – Resolution No. R2015-142 – A** Resolution of the City Council of the City of Pearland, Texas, accepting the City's Investment Report for the quarter ending September 2014.

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

AGENDA OF:	11/24/2014	ITEM NO.:	Resolution No. R2014-142
DATE SUBMITTED:	11/13/2014	DEPT. OF ORIGIN:	Finance
PREPARED BY:	Rick Overgaard	PRESENTOR:	Claire Bogard
REVIEWED BY:		REVIEW DATE:	
SUBJECT: Resolution 2014-142 A Resolution of the City Council of the City of Pearland, Texas, accepting the City's Investment Report for the quarter ending September 2014.			
EXHIBITS: Resolution 2015-142 September 2014 Investment Report			
	Grant	Developer/Other	Cash Opns
Bonds To Be Sold	Bonds- Sold	L/P – Sold	L/P – To Be Sold
FUNDING:			
EXPENDITURE REQUIRED:N/A		AMOUNT BUDGETED:N/A	
AMOUNT AVAILABLE:		PROJECT NO.:	
ACCOUNT NO			
ADDITIONAL APPROPRIATION REQUIRED:			
ACCOUNT NO.:			
PROJECT NO.:			
To be completed by Department:			
<input checked="" type="checkbox"/> Finance	<input checked="" type="checkbox"/> Legal	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution

EXECUTIVE SUMMARY

BACKGROUND

The Public Funds Investment Act (PFIA), Texas Government Code 2256 and the City's Investment Policy require that an Investment Report be presented to City Council no less than quarterly. The report, as presented, incorporates the requirements of PFIA, including detailed listing of purchases, sales, description of each security and management summary.

POLICY/GOAL CONSIDERATION

To achieve safety of principal, adequate liquidity to meet cash needs, and reasonable yields commensurate with the preservation of principal and liquidity. All funds will be invested in compliance with all state and local statutes and all Governmental Accounting Standards Board Statements, and related financial accounting standards.

FINANCIAL INFORMATION

The City's portfolio totals \$84.7 million, down \$536,000 from the June 2014 report. The decrease is primarily due to the payment of debt for bonds due September 1. The portfolio has an average yield to maturity for the quarter of .52%, which is **higher than the City's average agency note benchmark of .15%**, equivalent to the weighted average maturity of the portfolio, and higher than the 1 year T-Bill benchmark of .11% for the quarter.

At September 30, 2014, yield to maturity was .48% compared to the benchmark of .13% for the one-year T-Bill and .16% for the agency benchmark, which is equivalent to the weighted average maturity of the portfolio.

The weighted average maturity is 344 days as the City's Investment Policy was amended for up to a 5-Year maturity date for single investments, with a portfolio composition of 58% in cash, 19% in CDs and 23% in agency notes as of September 30, 2014.

September 2014 quarter-end highlights are included below, along with December, March, and June for comparative purposes.

	December 2013	March 2014	June 2014	September 2014
Beginning Book Value	\$ 81,180,410	\$ 89,365,731	\$ 94,239,639	\$ 85,261,339
Ending Book Value	\$ 89,365,731	\$ 94,239,639	\$ 85,261,339	\$ 84,725,083
Change in Portfolio	\$ 8,185,321	\$ 4,873,908	\$ 8,978,300	\$ (536,256)
Interest Earned	\$ 58,819	\$ 85,452	\$ 96,714	\$ 105,226
Weighted Average Maturity	230 Days	264 Days	377 Days	344 Days
Yield to Maturity	.33%	.37%	.48%	.48%
One Year T-Bill Benchmark	.13%	.13%	.11%	.13%
Agency Benchmark	.15%	.11%	.14%	.16%
Portfolio Composition:				
Cash	67%	66%	56%	58%
CD	14%	15%	19%	19%
Agency Notes	19%	19%	25%	23%

Also, as a comparison, Texpool, the State local government investment pool, is yielding .026% with a weighted average maturity of 71 days. The full report is

attached. The staff investment committee met on November 20, 2014 to review the report.

RECOMMENDED ACTION

Consideration and approval of Resolution 2015-142, a Resolution of the City Council of **the City of Pearland, Texas, accepting the City's Investment Report for the quarter** ending September 2014.

RESOLUTION NO. R2014-142

A Resolution of the City Council of the City of Pearland, Texas, accepting the City's Investment Report for the quarter ending September 2014.

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

Section 1. That the City Council hereby accepts the Quarterly Investment Report attached hereto as Exhibit "A" for the quarter ending September 2014.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, A.D., 2014.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY



City of Pearland
Quarterly Investment Report
June 30, 2014 - September 30, 2014

<u>Portfolio at June 30, 2014</u>		<u>Portfolio at September 30, 2014</u>	
Ending Book Value	\$ 85,261,338.95	Ending Book Value	\$ 84,725,083.05
Ending Market Value	85,319,403.10	Ending Market Value	84,706,693.56
Accrued Interest Receivable	50,232.95	Accrued Interest Receivable	84,636.52
FYD Total Interest Earned	240,985.21	FYD Total Interest Earned	346,211.11
Unrealized Gain/(Loss)	58,064.15	Unrealized Gain/(Loss)	(18,389.49)
Change in Unrealized Gain/Loss	64,320.70	Change in Unrealized Gain/Loss	(76,453.64)
Weighted Average Maturity	377 Days	Weighted Average Maturity	344 Days
Change in Market Value	(8,913,979.06)	Change in Market Value	(612,709.54)
Yield to Maturity at Cost	0.48%	Yield to Maturity at Cost	0.48%
T-Bill Benchmark	0.11%	T-Bill Benchmark	0.13%
Agency Note Benchmark	0.14%	Agency Note Benchmark	0.16%
 <u>Average for Quarter</u> 			
	City's Yield to Maturity	0.52%	
	1 Year T-Bill Benchmark Yield	0.11%	
	Agency Note Benchmark Yield	0.15%	

This quarterly report is in compliance with the investment policy and strategy as established by the City and the Public Funds Investment Act (Chapter 2256, Texas Government Code).

Prepared by:


 Claire Bogard
 Director of Finance

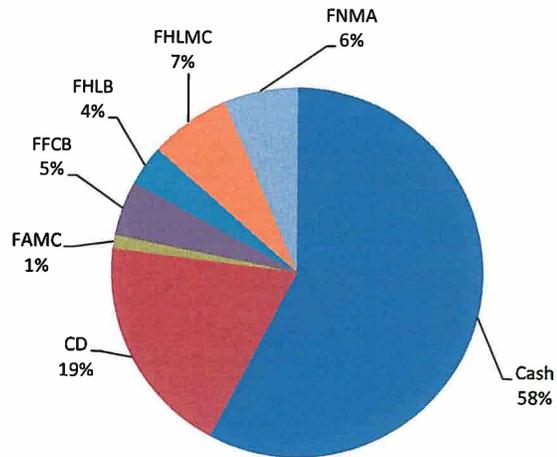

 Rick Overgaard
 Assistant Director of Finance


 Fatima Uwakwe
 Accounting Supervisor

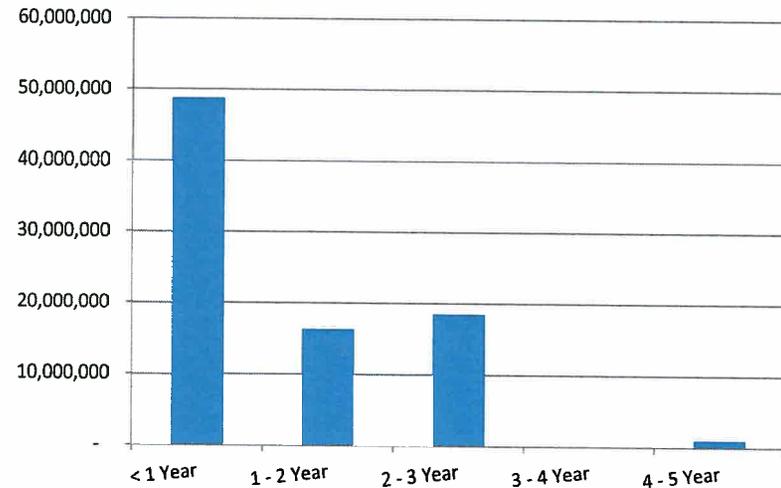
**Summary by Type
September 30, 2014**

<u>Description</u>	<u>Face Amount \ Shares</u>	<u>Cost Value</u>	<u>Book Value</u>	<u>Market Value</u>	<u>YTM @ Cost</u>	<u>Days To Maturity</u>
Cash	\$ 48,848,887.51	\$ 48,848,887.51	\$ 48,848,887.51	\$ 48,848,887.51	0.14%	1
CD	16,376,420.54	16,376,420.54	16,376,420.54	16,372,488.01	0.75%	623
FAMC	1,000,000.00	997,890.00	998,236.98	1,002,903.00	1.77%	1,464
FFCB	4,000,000.00	4,018,330.00	4,015,898.40	4,014,917.00	1.16%	1,075
FHLB	3,000,000.00	3,016,920.00	3,001,269.67	3,002,786.00	1.05%	832
FHLMC	6,000,000.00	5,994,211.00	5,995,019.65	5,997,927.00	1.04%	884
FNMA	5,509,000.00	5,505,536.88	5,489,350.30	5,466,785.04	1.01%	973
Total/Average	\$ 84,734,308.05	\$ 84,758,195.93	\$ 84,725,083.05	\$ 84,706,693.56	0.48%	344

**Group Portfolio Holdings
by Type**



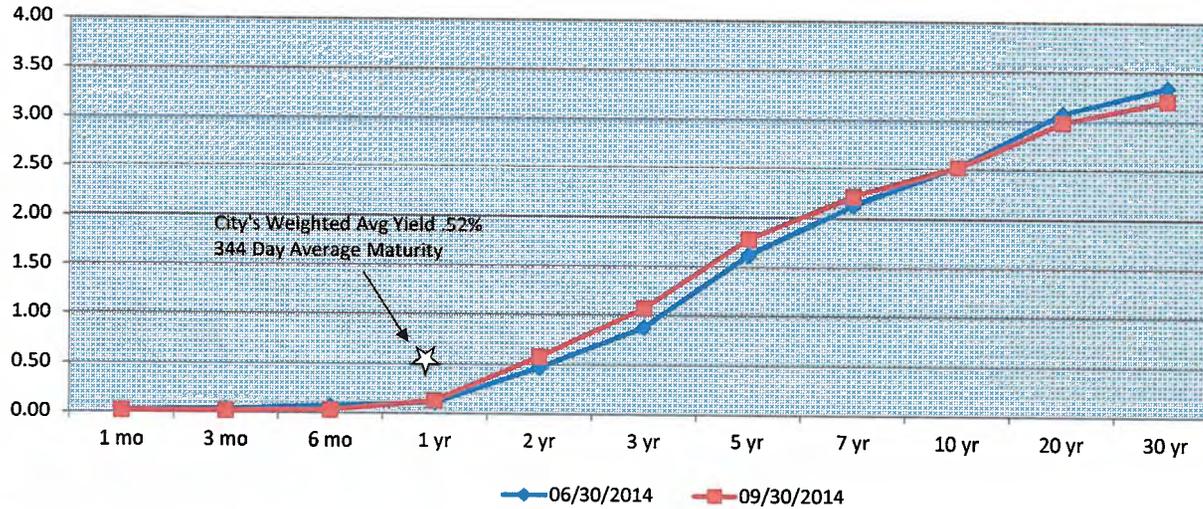
Book Value by Maturity



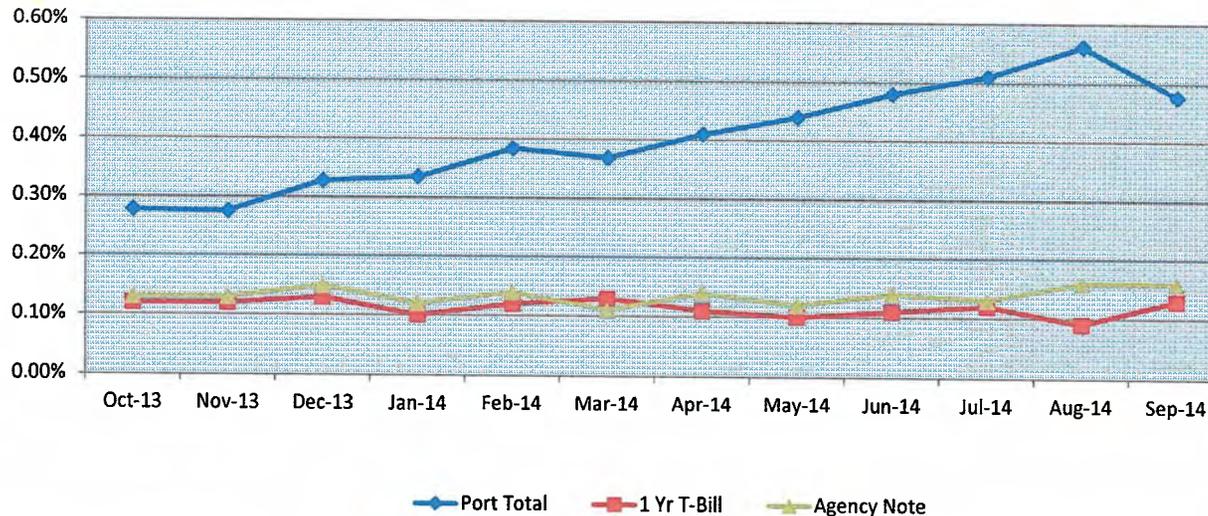
Interest Rates

<u>Date</u>	<u>1 mo</u>	<u>3 mo</u>	<u>6 mo</u>	<u>1 yr</u>	<u>2 yr</u>	<u>3 yr</u>	<u>5 yr</u>	<u>7 yr</u>	<u>10 yr</u>	<u>20 yr</u>	<u>30 yr</u>
06/30/2014	0.02	0.04	0.07	0.11	0.47	0.88	1.62	2.13	2.53	3.08	3.34
09/30/2014	0.02	0.02	0.03	0.13	0.58	1.07	1.78	2.22	2.52	2.98	3.21

Yield Curve Comparison



Portfolio vs. Benchmarks



City of Pearland
Quarterly Investment Report
 Report Format: By CUSIP
 Group By: Security Type
Portfolio/Report Group: Report Group: Pearland
Begin Date: 6/30/2014, End Date: 9/30/2014

Description	CUSIP/Ticker	Portfolio Name	Ending YTM @ Cost	Maturity Date	Beginning BV	Buy Principal	Sell Principal	Amortized Discount	Amortized Premium	Ending BV	Investment Income-BV
CASH											
Wells Fargo Sweep Cash	WFSWEEP	10: General Fund	0.140	N/A	10,305,726.92	764,657.11	671,612.77	0.00	0.00	10,398,771.26	3,815.27
Wells Fargo Sweep Cash	WFSWEEP	17: Municipal Court Security	0.140	N/A	120,688.26	45.01	1,161.94	0.00	0.00	119,571.33	45.01
Wells Fargo Sweep Cash	WFSWEEP	18: City Wide Donation	0.140	N/A	58,870.28	911.15	10,114.85	0.00	0.00	49,666.58	18.91
Wells Fargo Sweep Cash	WFSWEEP	19: Court Technology	0.140	N/A	47,051.42	8,976.24	7,594.83	0.00	0.00	48,432.83	19.74
Wells Fargo Sweep Cash	WFSWEEP	20: Debt Services	0.140	N/A	7,267,806.04	314,780.49	5,943,759.40	0.00	0.00	1,638,827.13	1,270.01
Wells Fargo Sweep Cash	WFSWEEP	23: Court Juvenile Mgmt	0.140	N/A	56,885.92	20.88	1,793.81	0.00	0.00	55,112.99	20.88
Wells Fargo Sweep Cash	WFSWEEP	30: Water & Sewer	0.140	N/A	9,403,874.63	1,103,790.38	3,707,959.67	0.00	0.00	6,799,705.34	2,677.70
Wells Fargo Sweep Cash	WFSWEEP	31: Solidwaste	0.140	N/A	446,032.93	939,796.60	514,832.49	0.00	0.00	870,997.04	240.57
Wells Fargo Sweep Cash	WFSWEEP	35: Street Assessment	0.140	N/A	426,336.92	224.19	250,345.40	0.00	0.00	176,215.71	66.22
Wells Fargo Sweep Cash	WFSWEEP	42: Utility Impact Fee	0.140	N/A	3,959,306.04	4,391,186.48	0.00	0.00	0.00	8,350,492.52	2,618.09
Wells Fargo Sweep Cash	WFSWEEP	44: Shadow Creek Impact	0.140	N/A	1,192,099.92	171,695.89	1,911,172.64	0.00	0.00	-547,376.83	150.70
Wells Fargo Sweep Cash	WFSWEEP	45: Hotel/Motel Occupancy	0.140	N/A	942,984.26	50,981.95	114,676.46	0.00	0.00	879,289.75	341.07
Wells Fargo Sweep Cash	WFSWEEP	46: Park Donations	0.140	N/A	117,911.69	39.10	18,619.37	0.00	0.00	99,331.42	39.10

Description	CUSIP/Ticker	Portfolio Name	Ending YTM @ Cost	Maturity Date	Beginning BV	Buy Principal	Sell Principal	Amortized Discount	Amortized Premium	Ending BV	Investment Income-BV
Wells Fargo Sweep Cash	WFSWEEP	47: Park & Rec Development	0.140	N/A	781,067.53	68,642.07	324,215.23	0.00	0.00	525,494.37	202.51
Wells Fargo Sweep Cash	WFSWEEP	49: Tree Trust Fund	0.140	N/A	69,282.43	25.94	0.00	0.00	0.00	69,308.37	25.94
Wells Fargo Sweep Cash	WFSWEEP	50: Capital Projects	0.140	N/A	2,064,667.46	571.41	821,896.64	0.00	0.00	1,243,342.23	571.41
Wells Fargo Sweep Cash	WFSWEEP	55: Sidewalk Fund	0.140	N/A	259,445.62	95.33	16,542.00	0.00	0.00	242,998.95	95.33
Wells Fargo Sweep Cash	WFSWEEP	60: Police State Seizure	0.140	N/A	166,296.89	3,171.09	11,856.69	0.00	0.00	157,611.29	60.06
Wells Fargo Sweep Cash	WFSWEEP	62: Federal Police Fund	0.140	N/A	58,599.24	16,399.99	31,841.74	0.00	0.00	43,157.49	23.14
Wells Fargo Sweep Cash	WFSWEEP	64: 1998 Cert of Obligation	0.140	N/A	455,835.63	384.29	155,954.90	0.00	0.00	300,265.02	156.33
Wells Fargo Sweep Cash	WFSWEEP	67: 2003 Revenue Bonds	0.140	N/A	940,102.63	167.28	912,234.26	0.00	0.00	28,035.65	167.28
Wells Fargo Sweep Cash	WFSWEEP	68: 2001 Cert of Obligation	0.140	N/A	-330,587.00	66,100.00	514,209.12	0.00	0.00	-778,696.12	0.00
Wells Fargo Sweep Cash	WFSWEEP	70: 2005 Refunding / Mobility	0.140	N/A	82,278.73	83.02	196,154.52	0.00	0.00	-113,792.77	9.30
Wells Fargo Sweep Cash	WFSWEEP	95: Property Liability	0.140	N/A	-10,144.77	182,909.15	37,965.71	0.00	0.00	134,798.67	40.50
Wells Fargo Sweep Cash	WFSWEEP	97: Employee Benefit Trust	0.140	N/A	84,039.57	44,094.33	44,636.75	0.00	0.00	83,497.15	35.00
Wells Fargo Cash	WF9871	99: COP Health Claims Fund	0.140	N/A	223,302.01	157,355.53	0.00	0.00	0.00	380,657.54	104.23
Wells Fargo Sweep Cash	WFSWEEP	99: COP Health Claims Fund	0.140	N/A	-326,633.14	1,134,469.60	327,117.80	0.00	0.00	480,718.66	0.00
Wells Fargo Sweep Cash	WFSWEEP	Z101: Grant Fund		N/A	-39,536.82	46,026.59	6,489.77	0.00	0.00	0.00	0.00

Description	CUSIP/Ticker	Portfolio Name	Ending YTM @ Cost	Maturity Date	Beginning BV	Buy Principal	Sell Principal	Amortized Discount	Amortized Premium	Ending BV	Investment Income-BV
Wells Fargo Sweep Cash	WFSWEEP	Z109: 2011 CDBG Fund		N/A	-161.41	161.41	0.00	0.00	0.00	0.00	0.00
Wells Fargo Sweep Cash	WFSWEEP	Z110: 2012 CDBG Fund		N/A	204.55	0.00	204.55	0.00	0.00	0.00	0.00
Wells Fargo Sweep Cash	WFSWEEP	Z140: U of H Fund		N/A	-45,710.74	45,710.74	0.00	0.00	0.00	0.00	0.00
Wells Fargo Sweep Cash	WFSWEEP	Z141: U of H Capital Renewal Fund	0.140	N/A	240,037.85	89.90	0.00	0.00	0.00	240,127.75	89.90
Wells Fargo Sweep Cash	WFSWEEP	Z145: Municipal Channel	0.140	N/A	354,772.22	96,349.62	3,483.41	0.00	0.00	447,638.43	156.31
Wells Fargo Sweep Cash	WFSWEEP	Z200: 2006 Cert of Obligation	0.140	N/A	1,887,367.38	1,086,301.33	1,152,409.00	0.00	0.00	1,821,259.71	564.31
Wells Fargo Sweep Cash	WFSWEEP	Z201: 2007 Cert of Obligation	0.140	N/A	57,478.97	13.43	28,723.74	0.00	0.00	28,768.66	13.43
Wells Fargo Sweep Cash	WFSWEEP	Z202: 2007A Gen Obligation	0.140	N/A	933,281.41	189,981.62	516,434.10	0.00	0.00	606,828.93	205.32
Wells Fargo Sweep Cash	WFSWEEP	Z203: 2009 Gen Obligation	0.140	N/A	2,888,842.49	11,313,938.70	2,573,404.16	0.00	0.00	11,629,377.03	1,519.70
Wells Fargo Sweep Cash	WFSWEEP	Z301: W/S Pay As U Go CIP	0.140	N/A	2,061,858.47	674.97	359,296.06	0.00	0.00	1,703,237.38	674.97
Wells Fargo Sweep Cash	WFSWEEP	Z302: MUD 4 Capital Programs	0.140	N/A	645,845.54	413.20	11,042.69	0.00	0.00	635,216.05	239.94
Sub Total/Average Cash			0.140		47,847,407.97	22,201,236.01	21,199,756.47	0.00	0.00	48,848,887.51	16,278.18

CERTIFICATE OF DEPOSIT

CDARS 0.5 12/18/2014	1016130741	10: General Fund	0.500	12/18/2014	500,000.00	0.00	0.00	0.00	0.00	500,000.00	630.13
CDARS 0.9 6/16/2016	1016754591	10: General Fund	0.900	6/16/2016	500,000.00	0.00	0.00	0.00	0.00	500,000.00	1,134.24

Description	CUSIP/Ticker	Portfolio Name	Ending YTM @ Cost	Maturity Date	Beginning BV	Buy Principal	Sell Principal	Amortized Discount	Amortized Premium	Ending BV	Investment Income-BV
Community National Bank Interest 1.25 4/4/2018	20375WAM6	10: General Fund	1.250	4/4/2018	248,000.00	0.00	0.00	0.00	0.00	248,000.00	781.37
Farmers & Merchants Bank 1.45 9/25/2018-14	308862DD0	10: General Fund	1.450	9/25/2018	248,000.00	0.00	0.00	0.00	0.00	248,000.00	906.38
FIRST BANK HIGHLAND PARK 1.85 5/7/2019-14	319141BL0	10: General Fund	1.850	5/7/2019	248,000.00	0.00	0.00	0.00	0.00	248,000.00	1,156.43
1st United Bank FL 0.7 5/9/2016	33741TAU5	10: General Fund	0.700	5/9/2016	248,000.00	0.00	0.00	0.00	0.00	248,000.00	437.56
Moody National Bank 0.5 11/30/2014	7130	10: General Fund	0.500	11/30/2014	247,420.54	0.00	0.00	0.00	0.00	247,420.54	311.82
Synovus Bank GA 0.5 11/28/2014	87164DBV1	10: General Fund	0.500	11/28/2014	248,000.00	0.00	0.00	0.00	0.00	248,000.00	312.54
Townebank Portsmouth VA 0.4 6/1/2015	89214PAP4	10: General Fund	0.400	6/1/2015	248,000.00	0.00	0.00	0.00	0.00	248,000.00	250.04
Trust Atlantic Bank 1.45 12/6/2017	89835FJC5	10: General Fund	1.450	12/6/2017	248,000.00	0.00	0.00	0.00	0.00	248,000.00	906.38
Cardinal Bank 0.5 5/17/2016	CD14147VDM5	10: General Fund	0.500	5/17/2016	248,000.00	0.00	0.00	0.00	0.00	248,000.00	312.54
Discover Bank 0.5 2/20/2015	CD254671KH2	10: General Fund	0.500	2/20/2015	248,000.00	0.00	0.00	0.00	0.00	248,000.00	312.55
First National Bank 1.6 3/19/2018	CD32115CBE7	10: General Fund	1.600	3/19/2018	248,000.00	0.00	0.00	0.00	0.00	248,000.00	1,000.16
Plus International Bank 0.5 7/8/2016	CD72940UFV2	10: General Fund	0.500	7/8/2016	248,000.00	0.00	0.00	0.00	0.00	248,000.00	312.54
Southwest Bank Ft Worth 0.3 2/27/2015	CD844772AA1	10: General Fund	0.300	2/27/2015	248,000.00	0.00	0.00	0.00	0.00	248,000.00	187.53

Description	CUSIP/Ticker	Portfolio Name	Ending YTM @ Cost	Maturity Date	Beginning BV	Buy Principal	Sell Principal	Amortized Discount	Amortized Premium	Ending BV	Investment Income-BV
Valley Bank Roanoke 0.3 7/30/2014	CD91935VANO	10: General Fund		7/30/2014	248,000.00	0.00	248,000.00	0.00	0.00	0.00	61.15
Carolina Alliance Bank 1.05 7/31/2017	14376RAK3	20: Debt Services	1.050	7/31/2017	0.00	248,000.00	0.00	0.00	0.00	248,000.00	442.32
ConnectOne Bank 1.55 7/30/2018	20786AAM7	20: Debt Services	1.550	7/30/2018	248,000.00	0.00	0.00	0.00	0.00	248,000.00	968.91
Webster Bank NA 1.9 2/12/2019	94768NJM7	20: Debt Services	1.900	2/12/2019	248,000.00	0.00	0.00	0.00	0.00	248,000.00	1,187.69
Key Bank Ohio 0.35 8/27/2014	CD49306SRE8	20: Debt Services		8/27/2014	248,000.00	0.00	248,000.00	0.00	0.00	0.00	137.93
Mechanics Savings Bank 0.35 3/20/2015	CD583686BC3	20: Debt Services	0.350	3/20/2015	248,000.00	0.00	0.00	0.00	0.00	248,000.00	218.78
BARCLAYS BANK DELAWARE 1.95 5/7/2019	06740KGU5	30: Water & Sewer	1.950	5/7/2019	248,000.00	0.00	0.00	0.00	0.00	248,000.00	1,218.94
CDARS 0.6 6/18/2015	1016754575	30: Water & Sewer	0.600	6/18/2015	500,000.00	0.00	0.00	0.00	0.00	500,000.00	756.17
Northwest Bank Boise Idaho 1.5 1/10/2019	66736AAD1	30: Water & Sewer	1.500	1/10/2019	248,000.00	0.00	0.00	0.00	0.00	248,000.00	937.65
OLDTOWN BANK 1.2 5/7/2018	680540BB6	30: Water & Sewer	1.200	5/7/2018	248,000.00	0.00	0.00	0.00	0.00	248,000.00	750.12
Bay Cities Bank 0.5 12/12/2014	CD07203QBR2	30: Water & Sewer	0.500	12/12/2014	248,000.00	0.00	0.00	0.00	0.00	248,000.00	312.54
First Farmers Bank 0.5 5/3/2016	CD320165FZ1	30: Water & Sewer	0.500	5/3/2016	245,000.00	0.00	0.00	0.00	0.00	245,000.00	308.76
Fox Chase Bank 0.65 6/27/2016	CD35137QAN4	30: Water & Sewer	0.650	6/27/2016	248,000.00	0.00	0.00	0.00	0.00	248,000.00	406.31

Description	CUSIP/Ticker	Portfolio Name	Ending YTM @ Cost	Maturity Date	Beginning BV	Buy Principal	Sell Principal	Amortized Discount	Amortized Premium	Ending BV	Investment Income-BV
Goldman Sachs Bank 0.6 2/20/2015	CD38147JAA0	30: Water & Sewer	0.600	2/20/2015	248,000.00	0.00	0.00	0.00	0.00	248,000.00	375.06
Fidelity Homestead Savings Bank New Orleans 0.6 11	31617CAD5	31: Solidwaste	0.600	11/28/2016	248,000.00	0.00	0.00	0.00	0.00	248,000.00	375.06
Town North Bank 0.4 7/24/2015	89213TLD2	35: Street Assessment	0.400	7/24/2015	0.00	248,000.00	0.00	0.00	0.00	248,000.00	182.09
United Bankers Bank 0.75 5/6/2016	909557CV0	35: Street Assessment	0.750	5/6/2016	248,000.00	0.00	0.00	0.00	0.00	248,000.00	468.82
Far East National Bank Los Angeles 1 3/31/2017	307327EK8	42: Utility Impact Fee	1.000	3/31/2017	248,000.00	0.00	0.00	0.00	0.00	248,000.00	625.10
Hardin County Bank 0.25 12/30/2014	411822BG3	42: Utility Impact Fee	0.250	12/30/2014	248,000.00	0.00	0.00	0.00	0.00	248,000.00	156.28
JP Morgan Chase Bank Columbus Ohio 0.85 3/31/2017-	48125TJW6	42: Utility Impact Fee	0.850	3/31/2017	248,000.00	0.00	0.00	0.00	0.00	248,000.00	531.33
BMW Bank of NA 0.85 6/8/2015	CD05568P2Q9	42: Utility Impact Fee	0.850	6/8/2015	248,000.00	0.00	0.00	0.00	0.00	248,000.00	531.33
College Savings Bank 0.55 6/20/2016	CD19443PAP4	42: Utility Impact Fee	0.550	6/20/2016	248,000.00	0.00	0.00	0.00	0.00	248,000.00	343.80
Private Bank & Trust 0.35 5/11/2015	CD74267GTC1	42: Utility Impact Fee	0.350	5/11/2015	248,000.00	0.00	0.00	0.00	0.00	248,000.00	218.79
Sterling Savings Bank 0.35 2/23/2015	CD8595316A8	42: Utility Impact Fee	0.350	2/23/2015	248,000.00	0.00	0.00	0.00	0.00	248,000.00	218.79
The Independent Bank 1.1 9/16/2016	CD88632YAG1	42: Utility Impact Fee	1.100	9/16/2016	248,000.00	0.00	0.00	0.00	0.00	248,000.00	687.60

Description	CUSIP/Ticker	Portfolio Name	Ending YTM @ Cost	Maturity Date	Beginning BV	Buy Principal	Sell Principal	Amortized Discount	Amortized Premium	Ending BV	Investment Income-BV
Bank of Buffalo KY 0.35 6/22/2015	060788AF3	44: Shadow Creek Impact	0.350	6/22/2015	248,000.00	0.00	0.00	0.00	0.00	248,000.00	218.79
GUARANTY B&T 1.35 5/29/2018	400820BJ4	44: Shadow Creek Impact	1.350	5/29/2018	248,000.00	0.00	0.00	0.00	0.00	248,000.00	843.88
Marlin Business Bank 0.55 6/14/2016	CD57116AGF9	44: Shadow Creek Impact	0.550	6/14/2016	248,000.00	0.00	0.00	0.00	0.00	248,000.00	343.81
Americanwest Bank 0.8 1/25/2017	030590DS9	45: Hotel/Motel Occupancy	0.800	1/25/2017	0.00	248,000.00	0.00	0.00	0.00	248,000.00	364.19
First Commercial Bank Miss 0.4 6/26/2015	31984GCW7	45: Hotel/Motel Occupancy	0.400	6/26/2015	248,000.00	0.00	0.00	0.00	0.00	248,000.00	250.03
Colonial Virginia Bank 0.55 6/24/2016	CD196121AM9	45: Hotel/Motel Occupancy	0.550	6/24/2016	248,000.00	0.00	0.00	0.00	0.00	248,000.00	343.81
First State Bank - Un Cty Tenn 0.45 12/23/2015	336472EJ0	47: Park & Rec Development	0.450	12/23/2015	248,000.00	0.00	0.00	0.00	0.00	248,000.00	281.29
Safra National Bank 0.45 7/30/2015	78658QDT7	47: Park & Rec Development	0.450	7/30/2015	0.00	248,000.00	0.00	0.00	0.00	248,000.00	189.57
San Diego Private Bank California 0.8 3/31/2017	79744YAB6	50: Capital Projects	0.800	3/31/2017	248,000.00	0.00	0.00	0.00	0.00	248,000.00	500.07
US AmeriBank Largo FL 0.55 12/23/2015	917312CC2	64: 1998 Cert of Obligation	0.550	12/23/2015	248,000.00	0.00	0.00	0.00	0.00	248,000.00	343.81
CALUSA NATIONAL BANK 0.5 9/22/2016	13151TAX4	67: 2003 Revenue Bonds	0.500	9/22/2016	248,000.00	0.00	0.00	0.00	0.00	248,000.00	312.54
First National Bank ORD NEB 0.8 11/18/2016	32116RAC8	67: 2003 Revenue Bonds	0.800	11/18/2016	248,000.00	0.00	0.00	0.00	0.00	248,000.00	500.08

Description	CUSIP/Ticker	Portfolio Name	Ending YTM @ Cost	Maturity Date	Beginning BV	Buy Principal	Sell Principal	Amortized Discount	Amortized Premium	Ending BV	Investment Income-BV
Asheville Savings Bank 0.35 3/27/2015	CD04407RAJ0	67: 2003 Revenue Bonds	0.350	3/27/2015	248,000.00	0.00	0.00	0.00	0.00	248,000.00	218.78
CIT Bank 1.5 9/5/2017	CD17284CMN1	67: 2003 Revenue Bonds	1.500	9/5/2017	248,000.00	0.00	0.00	0.00	0.00	248,000.00	937.65
Medallion Bank UT 0.4 11/3/2015	CD58403BB62	67: 2003 Revenue Bonds	0.400	11/3/2015	248,000.00	0.00	0.00	0.00	0.00	248,000.00	250.04
First State Bank - WV 0.35 12/3/2014	CD33648FHR9	70: 2005 Refunding / Mobility	0.350	12/3/2014	248,000.00	0.00	0.00	0.00	0.00	248,000.00	218.78
Celtic Bank 0.6 6/28/2016	CD15118RJD0	Z202: 2007A Gen Obligation	0.600	6/28/2016	248,000.00	0.00	0.00	0.00	0.00	248,000.00	375.06
Flushing Bank New York 0.95 3/31/2017	34387AAH2	Z203: 2009 Gen Obligation	0.950	3/31/2017	248,000.00	0.00	0.00	0.00	0.00	248,000.00	593.84
Kansas State Bank 0.8 10/31/2016	485382DV4	Z203: 2009 Gen Obligation	0.800	10/31/2016	248,000.00	0.00	0.00	0.00	0.00	248,000.00	500.07
Merchant & Manufacturing Bank 0.35 8/7/2015	588339DD0	Z203: 2009 Gen Obligation	0.350	8/7/2015	248,000.00	0.00	0.00	0.00	0.00	248,000.00	218.78
Provident Bank 0.35 8/21/2015	743837BF2	Z203: 2009 Gen Obligation	0.350	8/21/2015	248,000.00	0.00	0.00	0.00	0.00	248,000.00	218.78
Cathay Bank 0.75 3/21/2016	CD149159JE6	Z203: 2009 Gen Obligation	0.750	3/21/2016	248,000.00	0.00	0.00	0.00	0.00	248,000.00	468.82
DeWitt Bank and Trust 0.5 6/20/2016	CD241888BT2	Z301: W/S Pay As U Go CIP	0.500	6/20/2016	248,000.00	0.00	0.00	0.00	0.00	248,000.00	312.54
Farm Bureau Bank 0.5 12/23/2015	307660HH6	Z302: MUD 4 Capital Programs	0.500	12/23/2015	248,000.00	0.00	0.00	0.00	0.00	248,000.00	312.54
Pacific City Bank 0.35 6/26/2015	69406PBJ7	Z302: MUD 4 Capital Programs	0.350	6/26/2015	248,000.00	0.00	0.00	0.00	0.00	248,000.00	218.78

Description	CUSIP/Ticker	Portfolio Name	Ending YTM @ Cost	Maturity Date	Beginning BV	Buy Principal	Sell Principal	Amortized Discount	Amortized Premium	Ending BV	Investment Income-BV
Sub Total/Average Certificate Of Deposit			0.752		15,880,420.54	992,000.00	496,000.00	0.00	0.00	16,376,420.54	30,709.86
FAMC BOND											
FAMC 1.72 10/3/2018	31315P5A3	30: Water & Sewer	1.766	10/3/2018	998,127.02	0.00	0.00	109.96	0.00	998,236.98	4,409.96
Sub Total/Average FAMC Bond			1.766		998,127.02	0.00	0.00	109.96	0.00	998,236.98	4,409.96
FFCB BOND											
FFCB 0.3 7/18/2014	3133EAYL6	10: General Fund		7/18/2014	1,000,007.47	0.00	1,000,000.00	0.00	-7.47	0.00	142.53
FFCB 1.34 12/29/2017	3133EDE99	10: General Fund	1.235	12/29/2017	1,003,571.63	0.00	0.00	0.00	-255.32	1,003,316.31	3,094.68
FFCB 0.25 12/24/2014	3133ECAV6	20: Debt Services	0.273	12/24/2014	999,888.40	0.00	0.00	57.72	0.00	999,946.12	682.72
FFCB 1.95 9/17/2018	3133ED2C5	30: Water & Sewer	1.617	9/17/2018	1,013,432.91	0.00	0.00	0.00	-796.94	1,012,635.97	4,078.06
FFCB 1.5 1/28/2019	3133EDNF6	Z203: 2009 Gen Obligation	1.500	1/28/2019	1,000,000.00	0.00	0.00	0.00	0.00	1,000,000.00	3,750.00
Sub Total/Average FFCB Bond			1.158		5,016,900.41	0.00	1,000,000.00	57.72	-1,059.73	4,015,898.40	11,747.99
FHLB BOND											
FHLB 1.1 4/17/2017-14	3130A1GP7	10: General Fund	1.100	4/17/2017	1,000,000.00	0.00	0.00	0.00	0.00	1,000,000.00	2,750.00
FHLB 1.15 10/30/2014	3133743W8	30: Water & Sewer	0.300	10/30/2014	1,002,822.00	0.00	0.00	0.00	-2,116.50	1,000,705.50	758.50
FHLB 1.75 12/14/2018	313376BR5	30: Water & Sewer	1.736	12/14/2018	1,000,597.71	0.00	0.00	0.00	-33.54	1,000,564.17	4,341.46
Sub Total/Average FHLB Bond			1.042		3,003,419.71	0.00	0.00	0.00	-2,150.04	3,001,269.67	7,849.96
FHLMC BOND											

Description	CUSIP/Ticker	Portfolio Name	Ending YTM @ Cost	Maturity Date	Beginning BV	Buy Principal	Sell Principal	Amortized Discount	Amortized Premium	Ending BV	Investment Income-BV
FHLMC 2 9/24/2018-14	3134G4FY9	10: General Fund		9/24/2018	1,000,000.00	0.00	1,000,000.00	0.00	0.00	0.00	4,666.67
FHLMC 0.35 12/31/2015-14	3134G4QK7	10: General Fund	0.369	12/31/2015	999,718.75	0.00	0.00	46.87	0.00	999,765.62	921.87
FHLMC 1.85 12/27/2018-14	3134G4QV3	20: Debt Services	1.850	12/27/2018	1,000,000.00	0.00	0.00	0.00	0.00	1,000,000.00	4,625.00
FHLMC 0.5 8/28/2015-14	3134G4FP8	30: Water & Sewer		8/28/2015	1,000,000.00	0.00	1,000,000.00	0.00	0.00	0.00	833.33
FHLMC 1 9/29/2017	3137EADL0	30: Water & Sewer	1.163	9/29/2017	994,819.20	0.00	0.00	398.87	0.00	995,218.07	2,898.87
FHLMC 2.1 4/24/2019-14	3134G52J3	42: Utility Impact Fee	2.100	4/24/2019	1,000,000.00	0.00	0.00	0.00	0.00	1,000,000.00	5,250.00
FHLMC 0.4 1/15/2016-14	3134G4S33	45: Hotel/Motel Occupancy	0.400	1/15/2016	1,000,000.00	0.00	0.00	0.00	0.00	1,000,000.00	1,000.00
FHLMC 0.35 12/5/2014	3134G3H78	67: 2003 Revenue Bonds	0.330	12/5/2014	1,000,085.76	0.00	0.00	0.00	-49.80	1,000,035.96	825.20
Sub Total/Average FHLMC Bond			1.035		7,994,623.71	0.00	2,000,000.00	445.74	-49.80	5,995,019.65	21,020.94
FNMA BOND											
FNMA 0.875 12/20/2017	3135G0RT2	10: General Fund	1.087	12/20/2017	992,797.92	0.00	0.00	518.55	0.00	993,316.47	2,706.05
FNMA 0.35 8/25/2015	3135G0UW1	10: General Fund	0.416	8/25/2015	508,614.14	0.00	0.00	83.68	0.00	508,697.82	538.96
FNMA 0.875 10/26/2017	3135G0PQ0	30: Water & Sewer	1.019	10/26/2017	995,303.16	0.00	0.00	353.44	0.00	995,656.60	2,540.94
FNMA 1.625 11/27/2018	3135G0YT4	30: Water & Sewer	1.520	11/27/2018	0.00	1,004,411.00	0.00	0.00	-207.77	1,004,203.23	3,132.50
FNMA 1.3 11/17/2014	3136FPWZ6	30: Water & Sewer	0.462	11/17/2014	1,003,168.22	0.00	0.00	0.00	-2,081.31	1,001,086.91	1,168.69
FNMA 0.875 5/21/2018	3135G0WJ8	42: Utility Impact Fee	1.259	5/21/2018	985,454.90	0.00	0.00	934.37	0.00	986,389.27	3,121.87
Sub Total/Average FNMA Bond			1.007		4,485,338.34	1,004,411.00	0.00	1,890.04	-2,289.08	5,489,350.30	13,209.01

Description	CUSIP/Ticker	Portfolio Name	Ending YTM @ Cost	Maturity Date	Beginning BV	Buy Principal	Sell Principal	Amortized Discount	Amortized Premium	Ending BV	Investment Income-BV
MONEY MARKET											
Wells Fargo Bank MM	WF5455	10: General Fund		N/A	35,101.25	0.00	35,101.25	0.00	0.00	0.00	0.00
Sub Total/Average Money Market					35,101.25	0.00	35,101.25	0.00	0.00	0.00	0.00
Total / Average			0.477		85,261,338.95	24,197,647.01	24,730,857.72	2,503.46	-5,548.65	84,725,083.05	105,225.90

City of Pearland
Quarterly Investment Report at Quarterend
 Report Format: By Transaction
 Group By: Security Type
Portfolio/Report Group: Report Group: Pearland
As of 9/30/2014

Description	CUSIP/Ticker	Portfolio Name	Settlement Date	Maturity Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Days To Maturity	Accrued Interest	% of Portfolio
Cash												
Wells Fargo Sweep Cash	WFSWEEP	10: General Fund	5/31/2006	N/A	0.140	10,398,771.26	10,398,771.26	10,398,771.26	10,398,771.26	1		12.27
Wells Fargo Sweep Cash	WFSWEEP	17: Municipal Court Security	5/31/2006	N/A	0.140	119,571.33	119,571.33	119,571.33	119,571.33	1		0.14
Wells Fargo Sweep Cash	WFSWEEP	18: City Wide Donation	5/31/2006	N/A	0.140	49,666.58	49,666.58	49,666.58	49,666.58	1		0.06
Wells Fargo Sweep Cash	WFSWEEP	19: Court Technology	5/31/2006	N/A	0.140	48,432.83	48,432.83	48,432.83	48,432.83	1		0.06
Wells Fargo Sweep Cash	WFSWEEP	20: Debt Services	5/31/2006	N/A	0.140	1,638,827.13	1,638,827.13	1,638,827.13	1,638,827.13	1		1.93
Wells Fargo Sweep Cash	WFSWEEP	23: Court Juvenile Mgmt	9/15/2009	N/A	0.140	55,112.99	55,112.99	55,112.99	55,112.99	1		0.07
Wells Fargo Sweep Cash	WFSWEEP	30: Water & Sewer	5/31/2006	N/A	0.140	6,799,705.34	6,799,705.34	6,799,705.34	6,799,705.34	1		8.02
Wells Fargo Sweep Cash	WFSWEEP	31: Solidwaste	12/1/2006	N/A	0.140	870,997.04	870,997.04	870,997.04	870,997.04	1		1.03
Wells Fargo Sweep Cash	WFSWEEP	35: Street Assessment	5/31/2006	N/A	0.140	176,215.71	176,215.71	176,215.71	176,215.71	1		0.21
Wells Fargo Sweep Cash	WFSWEEP	42: Utility Impact Fee	5/31/2006	N/A	0.140	8,350,492.52	8,350,492.52	8,350,492.52	8,350,492.52	1		9.85
Wells Fargo Sweep Cash	WFSWEEP	44: Shadow Creek Impact	5/31/2006	N/A	0.140	-547,376.83	-547,376.83	-547,376.83	-547,376.83	1		-0.65
Wells Fargo Sweep Cash	WFSWEEP	45: Hotel/Motel Occupancy	5/31/2006	N/A	0.140	879,289.75	879,289.75	879,289.75	879,289.75	1		1.04
Wells Fargo Sweep Cash	WFSWEEP	46: Park Donations	5/31/2006	N/A	0.140	99,331.42	99,331.42	99,331.42	99,331.42	1		0.12
Wells Fargo Sweep Cash	WFSWEEP	47: Park & Rec Development	5/31/2006	N/A	0.140	525,494.37	525,494.37	525,494.37	525,494.37	1		0.62

Description	CUSIP/Ticker	Portfolio Name	Settlement Date	Maturity Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Days To Maturity	Accrued Interest	% of Portfolio
Wells Fargo Sweep Cash	WFSWEEP	49: Tree Trust Fund	5/31/2006	N/A	0.140	69,308.37	69,308.37	69,308.37	69,308.37	1		0.08
Wells Fargo Sweep Cash	WFSWEEP	50: Capital Projects	5/31/2006	N/A	0.140	1,243,342.23	1,243,342.23	1,243,342.23	1,243,342.23	1		1.47
Wells Fargo Sweep Cash	WFSWEEP	55: Sidewalk Fund	5/31/2006	N/A	0.140	242,998.95	242,998.95	242,998.95	242,998.95	1		0.29
Wells Fargo Sweep Cash	WFSWEEP	60: Police State Seizure	5/31/2006	N/A	0.140	157,611.29	157,611.29	157,611.29	157,611.29	1		0.19
Wells Fargo Sweep Cash	WFSWEEP	62: Federal Police Fund	5/31/2006	N/A	0.140	43,157.49	43,157.49	43,157.49	43,157.49	1		0.05
Wells Fargo Sweep Cash	WFSWEEP	64: 1998 Cert of Obligation	5/31/2006	N/A	0.140	300,265.02	300,265.02	300,265.02	300,265.02	1		0.35
Wells Fargo Sweep Cash	WFSWEEP	67: 2003 Revenue Bonds	5/31/2006	N/A	0.140	28,035.65	28,035.65	28,035.65	28,035.65	1		0.03
Wells Fargo Sweep Cash	WFSWEEP	68: 2001 Cert of Obligation	5/31/2006	N/A	0.140	-778,696.12	-778,696.12	-778,696.12	-778,696.12	1		-0.92
Wells Fargo Sweep Cash	WFSWEEP	70: 2005 Refunding / Mobility	5/31/2006	N/A	0.140	-113,792.77	-113,792.77	-113,792.77	-113,792.77	1		-0.13
Wells Fargo Sweep Cash	WFSWEEP	95: Property Liability	10/31/2006	N/A	0.140	134,798.67	134,798.67	134,798.67	134,798.67	1		0.16
Wells Fargo Sweep Cash	WFSWEEP	97: Employee Benefit Trust	9/1/2007	N/A	0.140	83,497.15	83,497.15	83,497.15	83,497.15	1		0.10
Wells Fargo Sweep Cash	WFSWEEP	99: COP Health Claims Fund	9/15/2010	N/A	0.140	480,718.66	480,718.66	480,718.66	480,718.66	1		0.57
Wells Fargo Cash	WF9871	99: COP Health Claims Fund	7/21/2010	N/A	0.140	380,657.54	380,657.54	380,657.54	380,657.54	1		0.45
Wells Fargo Sweep Cash	WFSWEEP	Z141: U of H Capital Renewal Fund	9/30/2013	N/A	0.140	240,127.75	240,127.75	240,127.75	240,127.75	1		0.28
Wells Fargo Sweep Cash	WFSWEEP	Z145: Municipal Channel	4/15/2012	N/A	0.140	447,638.43	447,638.43	447,638.43	447,638.43	1		0.53

Description	CUSIP/Ticker	Portfolio Name	Settlement Date	Maturity Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Days To Maturity	Accrued Interest	% of Portfolio
Wells Fargo Sweep Cash	WFSWEEP	Z200: 2006 Cert of Obligation	6/30/2006	N/A	0.140	1,821,259.71	1,821,259.71	1,821,259.71	1,821,259.71	1		2.15
Wells Fargo Sweep Cash	WFSWEEP	Z201: 2007 Cert of Obligation	8/31/2006	N/A	0.140	28,768.66	28,768.66	28,768.66	28,768.66	1		0.03
Wells Fargo Sweep Cash	WFSWEEP	Z202: 2007A Gen Obligation	12/31/2007	N/A	0.140	606,828.93	606,828.93	606,828.93	606,828.93	1		0.72
Wells Fargo Sweep Cash	WFSWEEP	Z203: 2009 Gen Obligation	10/30/2008	N/A	0.140	11,629,377.03	11,629,377.03	11,629,377.03	11,629,377.03	1		13.72
Wells Fargo Sweep Cash	WFSWEEP	Z301: W/S Pay As U Go CIP	12/31/2007	N/A	0.140	1,703,237.38	1,703,237.38	1,703,237.38	1,703,237.38	1		2.01
Wells Fargo Sweep Cash	WFSWEEP	Z302: MUD 4 Capital Programs	2/1/2013	N/A	0.140	635,216.05	635,216.05	635,216.05	635,216.05	1		0.75
Sub Total / Average					0.140	48,848,887.51	48,848,887.51	48,848,887.51	48,848,887.51	1	0.00	57.65

Certificate Of Deposit

CDARS 0.5 12/18/2014	1016130741	10: General Fund	12/19/2013	12/18/2014	0.500	500,000.00	500,000.00	500,000.00	500,000.00	79	1,952.05	0.59
First National Bank 1.6 3/19/2018	CD32115CBE7	10: General Fund	9/18/2013	3/19/2018	1.600	248,000.00	248,000.00	248,000.00	249,620.43	1266	119.58	0.29
1st United Bank FL 0.7 5/9/2016	33741TAU5	10: General Fund	11/8/2013	5/9/2016	0.700	248,000.00	248,000.00	248,000.00	248,383.41	587	99.88	0.29
Trust Atlantic Bank 1.45 12/6/2017	89835FJC5	10: General Fund	11/6/2013	12/6/2017	1.450	248,000.00	248,000.00	248,000.00	249,360.03	1163	236.45	0.29
Farmers & Merchants Bank 1.45 9/25/2018-14	308862DD0	10: General Fund	4/25/2014	9/25/2018	1.450	248,000.00	248,000.00	248,000.00	248,217.99	1456	49.26	0.29
Moody National Bank 0.5 11/30/2014	7130	10: General Fund	5/30/2014	11/30/2014	0.500	247,420.54	247,420.54	247,420.54	247,420.54	61	416.89	0.29
Southwest Bank Ft Worth 0.3 2/27/2015	CD844772AA1	10: General Fund	2/27/2013	2/27/2015	0.300	248,000.00	248,000.00	248,000.00	248,189.47	150	6.12	0.29

Description	CUSIP/Ticker	Portfolio Name	Settlement Date	Maturity Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Days To Maturity	Accrued Interest	% of Portfolio
Plus International Bank 0.5 7/8/2016	CD72940UFV2	10: General Fund	7/8/2013	7/8/2016	0.500	248,000.00	248,000.00	248,000.00	247,701.66	647	74.74	0.29
Cardinal Bank 0.5 5/17/2016	CD14147VDM5	10: General Fund	5/17/2013	5/17/2016	0.500	248,000.00	248,000.00	248,000.00	247,993.55	595	44.16	0.29
Discover Bank 0.5 2/20/2015	CD254671KH2	10: General Fund	2/20/2013	2/20/2015	0.500	248,000.00	248,000.00	248,000.00	248,186.00	143	139.29	0.29
Synovus Bank GA 0.5 11/28/2014	87164DBV1	10: General Fund	11/30/2012	11/28/2014	0.500	248,000.00	248,000.00	248,000.00	248,194.18	59	417.86	0.29
CDARS 0.9 6/16/2016	1016754591	10: General Fund	6/19/2014	6/16/2016	0.900	500,000.00	500,000.00	500,000.00	500,000.00	625	1,269.86	0.59
Community National Bank Interest 1.25 4/4/2018	20375WAM6	10: General Fund	4/4/2014	4/4/2018	1.250	248,000.00	248,000.00	248,000.00	247,458.62	1282	1,520.27	0.29
Townebank Portsmouth VA 0.4 6/1/2015	89214PAP4	10: General Fund	5/31/2013	6/1/2015	0.400	248,000.00	248,000.00	248,000.00	248,162.94	244	331.57	0.29
FIRST BANK HIGHLAND PARK 1.85 5/7/2019-14	319141BL0	10: General Fund	5/7/2014	5/7/2019	1.850	248,000.00	248,000.00	248,000.00	247,146.88	1680	1,835.20	0.29
ConnectOne Bank 1.55 7/30/2018	20786AAM7	20: Debt Services	1/30/2014	7/30/2018	1.550	248,000.00	248,000.00	248,000.00	248,441.44	1399	0.00	0.29
Carolina Alliance Bank 1.05 7/31/2017	14376RAK3	20: Debt Services	7/30/2014	7/31/2017	1.050	248,000.00	248,000.00	248,000.00	246,187.37	1035	0.00	0.29
Webster Bank NA 1.9 2/12/2019	94768NJM7	20: Debt Services	2/12/2014	2/12/2019	1.900	248,000.00	248,000.00	248,000.00	247,828.88	1596	632.57	0.29
Mechanics Savings Bank 0.35 3/20/2015	CD583686BC3	20: Debt Services	3/20/2013	3/20/2015	0.350	248,000.00	248,000.00	248,000.00	248,151.03	171	23.78	0.29
Goldman Sachs Bank 0.6 2/20/2015	CD38147JAA0	30: Water & Sewer	2/20/2013	2/20/2015	0.600	248,000.00	248,000.00	248,000.00	248,128.96	143	167.15	0.29
BARCLAYS BANK DELAWARE	06740KGU5	30: Water & Sewer	5/6/2014	5/7/2019	1.950	248,000.00	248,000.00	248,000.00	247,133.74	1680	1,947.65	0.29

Description	CUSIP/Ticker	Portfolio Name	Settlement Date	Maturity Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Days To Maturity	Accrued Interest	% of Portfolio
1.95 5/7/2019												
OLDTOWN BANK 1.2 5/7/2018	680540BB6	30: Water & Sewer	6/6/2014	5/7/2018	1.200	248,000.00	248,000.00	248,000.00	246,868.13	1315	195.68	0.29
Bay Cities Bank 0.5 12/12/2014	CD07203QBR2	30: Water & Sewer	12/12/2012	12/12/2014	0.500	248,000.00	248,000.00	248,000.00	248,242.05	73	61.15	0.29
Fox Chase Bank 0.65 6/27/2016	CD35137QAN4	30: Water & Sewer	6/27/2013	6/27/2016	0.650	248,000.00	248,000.00	248,000.00	247,758.70	636	13.25	0.29
CDARS 0.6 6/18/2015	1016754575	30: Water & Sewer	6/19/2014	6/18/2015	0.600	500,000.00	500,000.00	500,000.00	500,000.00	261	846.58	0.59
First Farmers Bank 0.5 5/3/2016	CD320165FZ1	30: Water & Sewer	5/3/2013	5/3/2016	0.500	245,000.00	245,000.00	245,000.00	245,081.10	581	90.62	0.29
Northwest Bank Boise Idaho 1.5 1/10/2019	66736AAD1	30: Water & Sewer	4/10/2014	1/10/2019	1.500	248,000.00	248,000.00	248,000.00	247,737.12	1563	203.84	0.29
Fidelity Homestead Savings Bank New Orleans 0.6 11	31617CAD5	31: Solidwaste	3/28/2014	11/28/2016	0.600	248,000.00	248,000.00	248,000.00	247,635.19	790	8.15	0.29
United Bankers Bank 0.75 5/6/2016	909557CV0	35: Street Assessment	11/6/2013	5/6/2016	0.750	248,000.00	248,000.00	248,000.00	248,433.50	584	122.30	0.29
Town North Bank 0.4 7/24/2015	89213TLD2	35: Street Assessment	7/25/2014	7/24/2015	0.400	248,000.00	248,000.00	248,000.00	247,655.78	297	182.09	0.29
Hardin County Bank 0.25 12/30/2014	411822BG3	42: Utility Impact Fee	12/30/2013	12/30/2014	0.250	248,000.00	248,000.00	248,000.00	247,964.04	91	49.26	0.29
Private Bank & Trust 0.35 5/11/2015	CD74267GTC1	42: Utility Impact Fee	5/10/2013	5/11/2015	0.350	248,000.00	248,000.00	248,000.00	248,170.62	223	337.69	0.29
Sterling Savings Bank 0.35 2/23/2015	CD8595316A8	42: Utility Impact Fee	2/22/2013	2/23/2015	0.350	248,000.00	248,000.00	248,000.00	248,188.48	146	92.75	0.29
College Savings Bank 0.55 6/20/2016	CD19443PAP4	42: Utility Impact Fee	6/19/2013	6/20/2016	0.550	248,000.00	248,000.00	248,000.00	247,793.66	629	381.17	0.29

Description	CUSIP/Ticker	Portfolio Name	Settlement Date	Maturity Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Days To Maturity	Accrued Interest	% of Portfolio
The Independent Bank 1.1 9/16/2016	CD88632YAG1	42: Utility Impact Fee	9/18/2013	9/16/2016	1.100	248,000.00	248,000.00	248,000.00	248,079.36	717	104.64	0.29
JP Morgan Chase Bank Columbus Ohio 0.85 3/31/2017-	48125TJW6	42: Utility Impact Fee	3/31/2014	3/31/2017	0.850	248,000.00	248,000.00	248,000.00	247,444.98	913	0.00	0.29
Far East National Bank Los Angeles 1 3/31/2017	307327EK8	42: Utility Impact Fee	3/31/2014	3/31/2017	1.000	248,000.00	248,000.00	248,000.00	247,512.68	913	0.00	0.29
BMW Bank of NA 0.85 6/8/2015	CD05568P2Q9	42: Utility Impact Fee	12/7/2012	6/8/2015	0.850	248,000.00	248,000.00	248,000.00	248,829.81	251	664.16	0.29
Marlin Business Bank 0.55 6/14/2016	CD57116AGF9	44: Shadow Creek Impact	6/14/2013	6/14/2016	0.550	248,000.00	248,000.00	248,000.00	247,822.93	623	59.79	0.29
Bank of Buffalo KY 0.35 6/22/2015	060788AF3	44: Shadow Creek Impact	12/20/2013	6/22/2015	0.350	248,000.00	248,000.00	248,000.00	247,979.91	265	237.81	0.29
GUARANTY B&T 1.35 5/29/2018	400820BJ4	44: Shadow Creek Impact	5/29/2014	5/29/2018	1.350	248,000.00	248,000.00	248,000.00	246,992.62	1337	9.17	0.29
Americanwest Bank 0.8 1/25/2017	030590DS9	45: Hotel/Motel Occupancy	7/25/2014	1/25/2017	0.800	248,000.00	248,000.00	248,000.00	246,606.24	848	364.19	0.29
First Commercial Bank Miss 0.4 6/26/2015	31984GCW7	45: Hotel/Motel Occupancy	12/27/2013	6/26/2015	0.400	248,000.00	248,000.00	248,000.00	247,972.72	269	10.87	0.29
Colonial Virginia Bank 0.55 6/24/2016	CD196121AM9	45: Hotel/Motel Occupancy	6/25/2013	6/24/2016	0.550	248,000.00	248,000.00	248,000.00	247,773.33	633	22.42	0.29
First State Bank - Un Cty Tenn 0.45 12/23/2015	336472EJ0	47: Park & Rec Development	12/23/2013	12/23/2015	0.450	248,000.00	248,000.00	248,000.00	248,145.82	449	21.40	0.29
Safra National Bank 0.45 7/30/2015	78658QDT7	47: Park & Rec Development	7/30/2014	7/30/2015	0.450	248,000.00	248,000.00	248,000.00	247,738.11	303	189.57	0.29
San Diego Private Bank	79744YAB6	50: Capital Projects	3/31/2014	3/31/2017	0.800	248,000.00	248,000.00	248,000.00	247,511.19	913	0.00	0.29

Description	CUSIP/Ticker	Portfolio Name	Settlement Date	Maturity Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Days To Maturity	Accrued Interest	% of Portfolio
California 0.8 3/31/2017												
US AmeriBank Largo FL 0.55 12/23/2015	917312CC2	64: 1998 Cert of Obligation	12/23/2013	12/23/2015	0.550	248,000.00	248,000.00	248,000.00	248,176.08	449	26.16	0.29
Asheville Savings Bank 0.35 3/27/2015	CD04407RAJ0	67: 2003 Revenue Bonds	2/28/2013	3/27/2015	0.350	248,000.00	248,000.00	248,000.00	248,120.53	178	4.76	0.29
Medallion Bank UT 0.4 11/3/2015	CD58403BB62	67: 2003 Revenue Bonds	5/3/2013	11/3/2015	0.400	248,000.00	248,000.00	248,000.00	248,330.34	399	407.67	0.29
CIT Bank 1.5 9/5/2017	CD17284CMN1	67: 2003 Revenue Bonds	9/4/2013	9/5/2017	1.500	248,000.00	248,000.00	248,000.00	248,255.94	1071	264.99	0.29
CALUSA NATIONAL BANK 0.5 9/22/2016	13151TAX4	67: 2003 Revenue Bonds	5/23/2014	9/22/2016	0.500	248,000.00	248,000.00	248,000.00	247,021.89	723	27.18	0.29
First National Bank ORD NEB 0.8 11/18/2016	32116RAC8	67: 2003 Revenue Bonds	11/18/2013	11/18/2016	0.800	248,000.00	248,000.00	248,000.00	248,518.57	780	733.81	0.29
First State Bank - WV 0.35 12/3/2014	CD33648FHR9	70: 2005 Refunding / Mobility	12/3/2012	12/3/2014	0.350	248,000.00	248,000.00	248,000.00	247,958.34	64	64.21	0.29
Celtic Bank 0.6 6/28/2016	CD15118RJD0	Z202: 2007A Gen Obligation	6/28/2013	6/28/2016	0.600	248,000.00	248,000.00	248,000.00	247,796.39	637	8.15	0.29
Kansas State Bank 0.8 10/31/2016	485382DV4	Z203: 2009 Gen Obligation	10/30/2013	10/31/2016	0.800	248,000.00	248,000.00	248,000.00	248,634.63	762	0.00	0.29
Cathay Bank 0.75 3/21/2016	CD149159JE6	Z203: 2009 Gen Obligation	9/20/2013	3/21/2016	0.750	248,000.00	248,000.00	248,000.00	248,618.26	538	50.96	0.29
Merchant & Manufacturing Bank 0.35 8/7/2015	588339DD0	Z203: 2009 Gen Obligation	2/7/2014	8/7/2015	0.350	248,000.00	248,000.00	248,000.00	247,919.15	311	54.70	0.29
Flushing Bank New York 0.95 3/31/2017	34387AAH2	Z203: 2009 Gen Obligation	3/31/2014	3/31/2017	0.950	248,000.00	248,000.00	248,000.00	247,451.42	913	0.00	0.29

Description	CUSIP/Ticker	Portfolio Name	Settlement Date	Maturity Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Days To Maturity	Accrued Interest	% of Portfolio
Provident Bank 0.35 8/21/2015	743837BF2	Z203: 2009 Gen Obligation	2/21/2014	8/21/2015	0.350	248,000.00	248,000.00	248,000.00	247,874.76	325	95.12	0.29
DeWitt Bank and Trust 0.5 6/20/2016	CD241888BT2	Z301: W/S Pay As U Go CIP	6/24/2013	6/20/2016	0.500	248,000.00	248,000.00	248,000.00	247,835.82	629	33.97	0.29
Farm Bureau Bank 0.5 12/23/2015	307660HH6	Z302: MUD 4 Capital Programs	12/23/2013	12/23/2015	0.500	248,000.00	248,000.00	248,000.00	248,176.08	449	23.78	0.29
Pacific City Bank 0.35 6/26/2015	69406PBJ7	Z302: MUD 4 Capital Programs	12/26/2013	6/26/2015	0.350	248,000.00	248,000.00	248,000.00	247,954.62	269	9.51	0.29
Sub Total / Average					0.752	16,376,420.54	16,376,420.54	16,376,420.54	16,372,488.01	623	17,357.85	19.33
FAMC Bond												
FAMC 1.72 10/3/2018	31315P5A3	30: Water & Sewer	12/16/2013	10/3/2018	1.766	1,000,000.00	997,890.00	998,236.98	1,002,903.00	1464	8,456.67	1.18
Sub Total / Average					1.766	1,000,000.00	997,890.00	998,236.98	1,002,903.00	1464	8,456.67	1.18
FFCB Bond												
FFCB 1.34 12/29/2017	3133EDE99	10: General Fund	1/29/2014	12/29/2017	1.235	1,000,000.00	1,004,000.00	1,003,316.31	1,007,442.00	1186	3,387.22	1.18
FFCB 0.25 12/24/2014	3133ECAV6	20: Debt Services	1/28/2013	12/24/2014	0.273	1,000,000.00	999,560.00	999,946.12	1,000,291.00	85	666.67	1.18
FFCB 1.95 9/17/2018	3133ED2C5	30: Water & Sewer	1/29/2014	9/17/2018	1.617	1,000,000.00	1,014,770.00	1,012,635.97	1,011,463.00	1448	704.17	1.18
FFCB 1.5 1/28/2019	3133EDNF6	Z203: 2009 Gen Obligation	5/28/2014	1/28/2019	1.500	1,000,000.00	1,000,000.00	1,000,000.00	995,721.00	1581	2,583.33	1.18
Sub Total / Average					1.156	4,000,000.00	4,018,330.00	4,015,898.40	4,014,917.00	1075	7,341.39	4.72
FHLB Bond												
FHLB 1.1 4/17/2017-14	3130A1GP7	10: General Fund	4/17/2014	4/17/2017	1.100	1,000,000.00	1,000,000.00	1,000,000.00	1,000,431.00	930	4,980.56	1.18
FHLB 1.15 10/30/2014	3133743W8	30: Water & Sewer	11/29/2012	10/30/2014	0.300	1,000,000.00	1,016,250.00	1,000,705.50	1,000,829.00	30	4,791.67	1.18
FHLB 1.75 12/14/2018	313376BR5	30: Water & Sewer	12/16/2013	12/14/2018	1.736	1,000,000.00	1,000,670.00	1,000,564.17	1,001,526.00	1536	5,152.78	1.18

Description	CUSIP/Ticker	Portfolio Name	Settlement Date	Maturity Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Days To Maturity	Accrued Interest	% of Portfolio
Sub Total / Average					1.045	3,000,000.00	3,016,920.00	3,001,269.67	3,002,786.00	832	14,925.01	3.54
FHLMC Bond												
FHLMC 0.35 12/31/2015-14	3134G4QK7	10: General Fund	12/31/2013	12/31/2015	0.369	1,000,000.00	999,625.00	999,765.62	998,882.00	457	875.00	1.18
FHLMC 1.85 12/27/2018-14	3134G4QV3	20: Debt Services	12/27/2013	12/27/2018	1.850	1,000,000.00	1,000,000.00	1,000,000.00	1,003,005.00	1549	4,779.17	1.18
FHLMC 1 9/29/2017	3137EADL0	30: Water & Sewer	1/29/2014	9/29/2017	1.163	1,000,000.00	994,150.00	995,218.07	995,486.00	1095	27.78	1.18
FHLMC 2.1 4/24/2019-14	3134G52J3	42: Utility Impact Fee	4/24/2014	4/24/2019	2.100	1,000,000.00	1,000,000.00	1,000,000.00	1,001,218.00	1667	9,100.00	1.18
FHLMC 0.4 1/15/2016-14	3134G4S33	45: Hotel/Motel Occupancy	1/29/2014	1/15/2016	0.400	1,000,000.00	1,000,000.00	1,000,000.00	998,834.00	472	833.33	1.18
FHLMC 0.35 12/5/2014	3134G3H78	67: 2003 Revenue Bonds	9/27/2012	12/5/2014	0.330	1,000,000.00	1,000,436.00	1,000,035.96	1,000,502.00	66	1,118.06	1.18
Sub Total / Average					1.035	6,000,000.00	5,994,211.00	5,995,019.65	5,997,927.00	884	16,733.34	7.08
FNMA Bond												
FNMA 0.875 12/20/2017	3135G0RT2	10: General Fund	5/21/2014	12/20/2017	1.087	1,000,000.00	992,573.21	993,316.47	987,489.00	1177	2,430.56	1.18
FNMA 0.35 8/25/2015	3135G0UW1	10: General Fund	7/25/2013	8/25/2015	0.416	509,000.00	508,302.67	508,697.82	509,907.04	329	158.36	0.60
FNMA 1.625 11/27/2018	3135G0YT4	30: Water & Sewer	7/16/2014	11/27/2018	1.520	1,000,000.00	1,004,411.00	1,004,203.23	997,934.00	1519	5,552.08	1.18
FNMA 0.875 10/26/2017	3135G0PQ0	30: Water & Sewer	5/21/2014	10/26/2017	1.019	1,000,000.00	995,150.00	995,656.60	990,512.00	1122	3,743.06	1.18
FNMA 1.3 11/17/2014	3136FPWZ6	30: Water & Sewer	6/20/2012	11/17/2014	0.462	1,000,000.00	1,020,050.00	1,001,086.91	1,001,581.00	48	4,802.78	1.18
FNMA 0.875 5/21/2018	3135G0WJ8	42: Utility Impact Fee	5/21/2014	5/21/2018	1.259	1,000,000.00	985,050.00	986,389.27	979,362.00	1329	3,135.42	1.18
Sub Total / Average					1.009	5,509,000.00	5,505,536.88	5,489,350.30	5,466,785.04	973	19,822.26	6.50
Total / Average					0.477	84,734,308.05	84,758,195.93	84,725,083.05	84,706,693.56	344	84,636.52	100

City of Pearland
City of Pearland - by Fund
 Report Format: By Transaction
 Group By: Portfolio Name
Portfolio/Report Group: Report Group: Pearland
As of 9/30/2014

Description	CUSIP/Ticker	Security Type	Settlement Date	Face Amount/Shares	Book Value	Market Value	YTM @ Cost	Maturity Date	Days To Maturity	% of Portfolio
10: General Fund										
Wells Fargo Sweep Cash	WFSWEEP	Cash	5/31/2006	10,398,771.26	10,398,771.26	10,398,771.26	0.140	N/A	1	12.27
CDARS 0.5 12/18/2014	1016130741	Certificate Of Deposit	12/19/2013	500,000.00	500,000.00	500,000.00	0.500	12/18/2014	79	0.59
First National Bank 1.6 3/19/2018	CD32115CBE7	Certificate Of Deposit	9/18/2013	248,000.00	248,000.00	249,620.43	1.600	3/19/2018	1266	0.29
1st United Bank FL 0.7 5/9/2016	33741TAU5	Certificate Of Deposit	11/8/2013	248,000.00	248,000.00	248,383.41	0.700	5/9/2016	587	0.29
Trust Atlantic Bank 1.45 12/6/2017	89835FJC5	Certificate Of Deposit	11/6/2013	248,000.00	248,000.00	249,360.03	1.450	12/6/2017	1163	0.29
Farmers & Merchants Bank 1.45 9/25/2018-14	308862DDO	Certificate Of Deposit	4/25/2014	248,000.00	248,000.00	248,217.99	1.450	9/25/2018	1456	0.29
Moody National Bank 0.5 11/30/2014	7130	Certificate Of Deposit	5/30/2014	247,420.54	247,420.54	247,420.54	0.500	11/30/2014	61	0.29
Southwest Bank Ft Worth 0.3 2/27/2015	CD844772AA1	Certificate Of Deposit	2/27/2013	248,000.00	248,000.00	248,189.47	0.300	2/27/2015	150	0.29
Plus International Bank 0.5 7/8/2016	CD72940UFV2	Certificate Of Deposit	7/8/2013	248,000.00	248,000.00	247,701.66	0.500	7/8/2016	647	0.29
Cardinal Bank 0.5 5/17/2016	CD14147VDM5	Certificate Of Deposit	5/17/2013	248,000.00	248,000.00	247,993.55	0.500	5/17/2016	595	0.29
Discover Bank 0.5 2/20/2015	CD254671KH2	Certificate Of Deposit	2/20/2013	248,000.00	248,000.00	248,186.00	0.500	2/20/2015	143	0.29
Synovus Bank GA 0.5 11/28/2014	87164DBV1	Certificate Of Deposit	11/30/2012	248,000.00	248,000.00	248,194.18	0.500	11/28/2014	59	0.29
CDARS 0.9 6/16/2016	1016754591	Certificate Of Deposit	6/19/2014	500,000.00	500,000.00	500,000.00	0.900	6/16/2016	625	0.59
Community National Bank Interest 1.25 4/4/2018	20375WAM6	Certificate Of Deposit	4/4/2014	248,000.00	248,000.00	247,458.62	1.250	4/4/2018	1282	0.29

Description	CUSIP/Ticker	Security Type	Settlement Date	Face Amount/Shares	Book Value	Market Value	YTM @ Cost	Maturity Date	Days To Maturity	% of Portfolio
Townebank Portsmouth VA 0.4 6/1/2015	89214PAP4	Certificate Of Deposit	5/31/2013	248,000.00	248,000.00	248,162.94	0.400	6/1/2015	244	0.29
FIRST BANK HIGHLAND PARK 1.85 5/7/2019-14	319141BL0	Certificate Of Deposit	5/7/2014	248,000.00	248,000.00	247,146.88	1.850	5/7/2019	1680	0.29
FFCB 1.34 12/29/2017	3133EDE99	FFCB Bond	1/29/2014	1,000,000.00	1,003,316.31	1,007,442.00	1.235	12/29/2017	1186	1.18
FHLB 1.1 4/17/2017-14	3130A1GP7	FHLB Bond	4/17/2014	1,000,000.00	1,000,000.00	1,000,431.00	1.100	4/17/2017	930	1.18
FHLMC 0.35 12/31/2015-14	3134G4QK7	FHLMC Bond	12/31/2013	1,000,000.00	999,765.62	998,882.00	0.369	12/31/2015	457	1.18
FNMA 0.875 12/20/2017	3135G0RT2	FNMA Bond	5/21/2014	1,000,000.00	993,316.47	987,489.00	1.087	12/20/2017	1177	1.17
FNMA 0.35 8/25/2015	3135G0UW1	FNMA Bond	7/25/2013	509,000.00	508,697.82	509,907.04	0.416	8/25/2015	329	0.60
Sub Total / Average				19,131,191.80	19,127,288.02	19,128,958.00	0.471		345	22.58
17: Municipal Court Security										
Wells Fargo Sweep Cash	WFSWEEP	Cash	5/31/2006	119,571.33	119,571.33	119,571.33	0.140	N/A	1	0.14
Sub Total / Average				119,571.33	119,571.33	119,571.33	0.140		1	0.14
18: City Wide Donation										
Wells Fargo Sweep Cash	WFSWEEP	Cash	5/31/2006	49,666.58	49,666.58	49,666.58	0.140	N/A	1	0.06
Sub Total / Average				49,666.58	49,666.58	49,666.58	0.140		1	0.06
19: Court Technology										
Wells Fargo Sweep Cash	WFSWEEP	Cash	5/31/2006	48,432.83	48,432.83	48,432.83	0.140	N/A	1	0.06
Sub Total / Average				48,432.83	48,432.83	48,432.83	0.140		1	0.06
20: Debt Services										
Wells Fargo Sweep Cash	WFSWEEP	Cash	5/31/2006	1,638,827.13	1,638,827.13	1,638,827.13	0.140	N/A	1	1.93
ConnectOne Bank 1.55 7/30/2018	20786AAM7	Certificate Of Deposit	1/30/2014	248,000.00	248,000.00	248,441.44	1.550	7/30/2018	1399	0.29
Carolina Alliance Bank 1.05 7/31/2017	14376RAK3	Certificate Of Deposit	7/30/2014	248,000.00	248,000.00	246,187.37	1.050	7/31/2017	1035	0.29
Webster Bank NA 1.9 2/12/2019	94768NJM7	Certificate Of Deposit	2/12/2014	248,000.00	248,000.00	247,828.88	1.900	2/12/2019	1596	0.29

Description	CUSIP/Ticker	Security Type	Settlement Date	Face Amount/Shares	Book Value	Market Value	YTM @ Cost	Maturity Date	Days To Maturity	% of Portfolio
Mechanics Savings Bank 0.35 3/20/2015	CD583686BC3	Certificate Of Deposit	3/20/2013	248,000.00	248,000.00	248,151.03	0.350	3/20/2015	171	0.29
FFCB 0.25 12/24/2014	3133ECAV6	FFCB Bond	1/28/2013	1,000,000.00	999,946.12	1,000,291.00	0.273	12/24/2014	85	1.18
FHLMC 1.85 12/27/2018-14	3134G4QV3	FHLMC Bond	12/27/2013	1,000,000.00	1,000,000.00	1,003,005.00	1.850	12/27/2018	1549	1.18
Sub Total / Average				4,630,827.13	4,630,773.25	4,632,731.85	0.768		578	5.47

23: Court Juvenile Mgmt

Wells Fargo Sweep Cash	WFSWEEP	Cash	9/15/2009	55,112.99	55,112.99	55,112.99	0.140	N/A	1	0.07
Sub Total / Average				55,112.99	55,112.99	55,112.99	0.140		1	0.07

30: Water & Sewer

Wells Fargo Sweep Cash	WFSWEEP	Cash	5/31/2006	6,799,705.34	6,799,705.34	6,799,705.34	0.140	N/A	1	8.03
Goldman Sachs Bank 0.6 2/20/2015	CD38147JAA0	Certificate Of Deposit	2/20/2013	248,000.00	248,000.00	248,128.96	0.600	2/20/2015	143	0.29
BARCLAYS BANK DELAWARE 1.95 5/7/2019	06740KGU5	Certificate Of Deposit	5/6/2014	248,000.00	248,000.00	247,133.74	1.950	5/7/2019	1680	0.29
OLDTOWN BANK 1.2 5/7/2018	680540BB6	Certificate Of Deposit	6/6/2014	248,000.00	248,000.00	246,868.13	1.200	5/7/2018	1315	0.29
Bay Cities Bank 0.5 12/12/2014	CD07203QBR2	Certificate Of Deposit	12/12/2012	248,000.00	248,000.00	248,242.05	0.500	12/12/2014	73	0.29
Fox Chase Bank 0.65 6/27/2016	CD35137QAN4	Certificate Of Deposit	6/27/2013	248,000.00	248,000.00	247,758.70	0.650	6/27/2016	636	0.29
CDARS 0.6 6/18/2015	1016754575	Certificate Of Deposit	6/19/2014	500,000.00	500,000.00	500,000.00	0.600	6/18/2015	261	0.59
First Farmers Bank 0.5 5/3/2016	CD320165FZ1	Certificate Of Deposit	5/3/2013	245,000.00	245,000.00	245,081.10	0.500	5/3/2016	581	0.29
Northwest Bank Boise Idaho 1.5 1/10/2019	66736AAD1	Certificate Of Deposit	4/10/2014	248,000.00	248,000.00	247,737.12	1.500	1/10/2019	1563	0.29
FAMC 1.72 10/3/2018	31315P5A3	FAMC Bond	12/16/2013	1,000,000.00	998,236.98	1,002,903.00	1.766	10/3/2018	1464	1.18
FFCB 1.95 9/17/2018	3133ED2C5	FFCB Bond	1/29/2014	1,000,000.00	1,012,635.97	1,011,463.00	1.617	9/17/2018	1448	1.20
FHLB 1.15 10/30/2014	3133743W8	FHLB Bond	11/29/2012	1,000,000.00	1,000,705.50	1,000,829.00	0.300	10/30/2014	30	1.18
FHLB 1.75 12/14/2018	313376BR5	FHLB Bond	12/16/2013	1,000,000.00	1,000,564.17	1,001,526.00	1.736	12/14/2018	1536	1.18

Description	CUSIP/Ticker	Security Type	Settlement Date	Face Amount/Shares	Book Value	Market Value	YTM @ Cost	Maturity Date	Days To Maturity	% of Portfolio
FHLMC 1 9/29/2017	3137EADL0	FHLMC Bond	1/29/2014	1,000,000.00	995,218.07	995,486.00	1.163	9/29/2017	1095	1.17
FNMA 1.625 11/27/2018	3135G0YT4	FNMA Bond	7/16/2014	1,000,000.00	1,004,203.23	997,934.00	1.520	11/27/2018	1519	1.19
FNMA 0.875 10/26/2017	3135G0PQ0	FNMA Bond	5/21/2014	1,000,000.00	995,656.60	990,512.00	1.019	10/26/2017	1122	1.18
FNMA 1.3 11/17/2014	3136FPWZ6	FNMA Bond	6/20/2012	1,000,000.00	1,001,086.91	1,001,581.00	0.462	11/17/2014	48	1.18
Sub Total / Average				17,032,705.34	17,041,012.77	17,032,889.14	0.737		581	20.11

31: Solidwaste

Wells Fargo Sweep Cash	WFSWEEP	Cash	12/1/2006	870,997.04	870,997.04	870,997.04	0.140	N/A	1	1.03
Fidelity Homestead Savings Bank New Orleans 0.6 11	31617CAD5	Certificate Of Deposit	3/28/2014	248,000.00	248,000.00	247,635.19	0.600	11/28/2016	790	0.29
Sub Total / Average				1,118,997.04	1,118,997.04	1,118,632.23	0.242		176	1.32

35: Street Assessment

Wells Fargo Sweep Cash	WFSWEEP	Cash	5/31/2006	176,215.71	176,215.71	176,215.71	0.140	N/A	1	0.21
United Bankers Bank 0.75 5/6/2016	909557CV0	Certificate Of Deposit	11/6/2013	248,000.00	248,000.00	248,433.50	0.750	5/6/2016	584	0.29
Town North Bank 0.4 7/24/2015	89213TLD2	Certificate Of Deposit	7/25/2014	248,000.00	248,000.00	247,655.78	0.400	7/24/2015	297	0.29
Sub Total / Average				672,215.71	672,215.71	672,304.99	0.461		325	0.79

42: Utility Impact Fee

Wells Fargo Sweep Cash	WFSWEEP	Cash	5/31/2006	8,350,492.52	8,350,492.52	8,350,492.52	0.140	N/A	1	9.86
Hardin County Bank 0.25 12/30/2014	411822BG3	Certificate Of Deposit	12/30/2013	248,000.00	248,000.00	247,964.04	0.250	12/30/2014	91	0.29
Private Bank & Trust 0.35 5/11/2015	CD74267GTC1	Certificate Of Deposit	5/10/2013	248,000.00	248,000.00	248,170.62	0.350	5/11/2015	223	0.29
Sterling Savings Bank 0.35 2/23/2015	CD8595316A8	Certificate Of Deposit	2/22/2013	248,000.00	248,000.00	248,188.48	0.350	2/23/2015	146	0.29
College Savings Bank 0.55 6/20/2016	CD19443PAP4	Certificate Of Deposit	6/19/2013	248,000.00	248,000.00	247,793.66	0.550	6/20/2016	629	0.29

Description	CUSIP/Ticker	Security Type	Settlement Date	Face Amount/Shares	Book Value	Market Value	YTM @ Cost	Maturity Date	Days To Maturity	% of Portfolio
The Independent Bank 1.1 9/16/2016	CD88632YAG1	Certificate Of Deposit	9/18/2013	248,000.00	248,000.00	248,079.36	1.100	9/16/2016	717	0.29
JP Morgan Chase Bank Columbus Ohio 0.85 3/31/2017-	48125TJW6	Certificate Of Deposit	3/31/2014	248,000.00	248,000.00	247,444.98	0.850	3/31/2017	913	0.29
Far East National Bank Los Angeles 1 3/31/2017	307327EK8	Certificate Of Deposit	3/31/2014	248,000.00	248,000.00	247,512.68	1.000	3/31/2017	913	0.29
BMW Bank of NA 0.85 6/8/2015	CD05568P2Q9	Certificate Of Deposit	12/7/2012	248,000.00	248,000.00	248,829.81	0.850	6/8/2015	251	0.29
FHLMC 2.1 4/24/2019-14	3134G52J3	FHLMC Bond	4/24/2014	1,000,000.00	1,000,000.00	1,001,218.00	2.100	4/24/2019	1667	1.18
FNMA 0.875 5/21/2018	3135G0WJ8	FNMA Bond	5/21/2014	1,000,000.00	986,389.27	979,362.00	1.259	5/21/2018	1329	1.16
Sub Total / Average				12,334,492.52	12,320,881.79	12,315,056.15	0.473		321	14.54

44: Shadow Creek Impact

Wells Fargo Sweep Cash	WFSWEEP	Cash	5/31/2006	-547,376.83	-547,376.83	-547,376.83	0.140	N/A	1	-0.65
Marlin Business Bank 0.55 6/14/2016	CD57116AGF9	Certificate Of Deposit	6/14/2013	248,000.00	248,000.00	247,822.93	0.550	6/14/2016	623	0.29
Bank of Buffalo KY 0.35 6/22/2015	060788AF3	Certificate Of Deposit	12/20/2013	248,000.00	248,000.00	247,979.91	0.350	6/22/2015	265	0.29
GUARANTY B&T 1.35 5/29/2018	400820BJ4	Certificate Of Deposit	5/29/2014	248,000.00	248,000.00	246,992.62	1.350	5/29/2018	1337	0.29
Sub Total / Average				196,623.17	196,623.17	195,418.63	2.448		2804	0.23

45: Hotel/Motel Occupancy

Wells Fargo Sweep Cash	WFSWEEP	Cash	5/31/2006	879,289.75	879,289.75	879,289.75	0.140	N/A	1	1.04
Americanwest Bank 0.8 1/25/2017	030590DS9	Certificate Of Deposit	7/25/2014	248,000.00	248,000.00	246,606.24	0.800	1/25/2017	848	0.29
First Commercial Bank Miss 0.4 6/26/2015	31984GCW7	Certificate Of Deposit	12/27/2013	248,000.00	248,000.00	247,972.72	0.400	6/26/2015	269	0.29
Colonial Virginia Bank 0.55 6/24/2016	CD196121AM9	Certificate Of Deposit	6/25/2013	248,000.00	248,000.00	247,773.33	0.550	6/24/2016	633	0.29
FHLMC 0.4 1/15/2016-14	3134G4S33	FHLMC Bond	1/29/2014	1,000,000.00	1,000,000.00	998,834.00	0.400	1/15/2016	472	1.18

Description	CUSIP/Ticker	Security Type	Settlement Date	Face Amount/Shares	Book Value	Market Value	YTM @ Cost	Maturity Date	Days To Maturity	% of Portfolio
Sub Total / Average				2,623,289.75	2,623,289.75	2,620,476.04	0.365		346	3.10
46: Park Donations										
Wells Fargo Sweep Cash	WFSWEEP	Cash	5/31/2006	99,331.42	99,331.42	99,331.42	0.140	N/A	1	0.12
Sub Total / Average				99,331.42	99,331.42	99,331.42	0.140		1	0.12
47: Park & Rec Development										
Wells Fargo Sweep Cash	WFSWEEP	Cash	5/31/2006	525,494.37	525,494.37	525,494.37	0.140	N/A	1	0.62
First State Bank - Un Cty Tenn 0.45 12/23/2015	336472EJ0	Certificate Of Deposit	12/23/2013	248,000.00	248,000.00	248,145.82	0.450	12/23/2015	449	0.29
Safra National Bank 0.45 7/30/2015	78658QDT7	Certificate Of Deposit	7/30/2014	248,000.00	248,000.00	247,738.11	0.450	7/30/2015	303	0.29
Sub Total / Average				1,021,494.37	1,021,494.37	1,021,378.30	0.291		183	1.21
49: Tree Trust Fund										
Wells Fargo Sweep Cash	WFSWEEP	Cash	5/31/2006	69,308.37	69,308.37	69,308.37	0.140	N/A	1	0.08
Sub Total / Average				69,308.37	69,308.37	69,308.37	0.140		1	0.08
50: Capital Projects										
Wells Fargo Sweep Cash	WFSWEEP	Cash	5/31/2006	1,243,342.23	1,243,342.23	1,243,342.23	0.140	N/A	1	1.47
San Diego Private Bank California 0.8 3/31/2017	79744YAB6	Certificate Of Deposit	3/31/2014	248,000.00	248,000.00	247,511.19	0.800	3/31/2017	913	0.29
Sub Total / Average				1,491,342.23	1,491,342.23	1,490,853.42	0.250		153	1.76
55: Sidewalk Fund										
Wells Fargo Sweep Cash	WFSWEEP	Cash	5/31/2006	242,998.95	242,998.95	242,998.95	0.140	N/A	1	0.29
Sub Total / Average				242,998.95	242,998.95	242,998.95	0.140		1	0.29
60: Police State Seizure										
Wells Fargo Sweep Cash	WFSWEEP	Cash	5/31/2006	157,611.29	157,611.29	157,611.29	0.140	N/A	1	0.19
Sub Total / Average				157,611.29	157,611.29	157,611.29	0.140		1	0.19
62: Federal Police Fund										
Wells Fargo Sweep Cash	WFSWEEP	Cash	5/31/2006	43,157.49	43,157.49	43,157.49	0.140	N/A	1	0.05

Description	CUSIP/Ticker	Security Type	Settlement Date	Face Amount/Shares	Book Value	Market Value	YTM @ Cost	Maturity Date	Days To Maturity	% of Portfolio
Sub Total / Average				43,157.49	43,157.49	43,157.49	0.140		1	0.05
64: 1998 Cert of Obligation										
Wells Fargo Sweep Cash	WFSWEEP	Cash	5/31/2006	300,265.02	300,265.02	300,265.02	0.140	N/A	1	0.35
US AmeriBank Largo FL 0.55 12/23/2015	917312CC2	Certificate Of Deposit	12/23/2013	248,000.00	248,000.00	248,176.08	0.550	12/23/2015	449	0.29
Sub Total / Average				548,265.02	548,265.02	548,441.10	0.325		204	0.65
67: 2003 Revenue Bonds										
Wells Fargo Sweep Cash	WFSWEEP	Cash	5/31/2006	28,035.65	28,035.65	28,035.65	0.140	N/A	1	0.03
Asheville Savings Bank 0.35 3/27/2015	CD04407RAJ0	Certificate Of Deposit	2/28/2013	248,000.00	248,000.00	248,120.53	0.350	3/27/2015	178	0.29
Medallion Bank UT 0.4 11/3/2015	CD58403BB62	Certificate Of Deposit	5/3/2013	248,000.00	248,000.00	248,330.34	0.400	11/3/2015	399	0.29
CIT Bank 1.5 9/5/2017	CD17284CMN1	Certificate Of Deposit	9/4/2013	248,000.00	248,000.00	248,255.94	1.500	9/5/2017	1071	0.29
CALUSA NATIONAL BANK 0.5 9/22/2016	13151TAX4	Certificate Of Deposit	5/23/2014	248,000.00	248,000.00	247,021.89	0.500	9/22/2016	723	0.29
First National Bank ORD NEB 0.8 11/18/2016	32116RAC8	Certificate Of Deposit	11/18/2013	248,000.00	248,000.00	248,518.57	0.800	11/18/2016	780	0.29
FHLMC 0.35 12/5/2014	3134G3H78	FHLMC Bond	9/27/2012	1,000,000.00	1,000,035.96	1,000,502.00	0.330	12/5/2014	66	1.18
Sub Total / Average				2,268,035.65	2,268,071.61	2,268,784.92	0.535		374	2.68
68: 2001 Cert of Obligation										
Wells Fargo Sweep Cash	WFSWEEP	Cash	5/31/2006	-778,696.12	-778,696.12	-778,696.12	0.140	N/A	1	-0.92
Sub Total / Average				-778,696.12	-778,696.12	-778,696.12	0.140		1	-0.92
70: 2005 Refunding / Mobility										
Wells Fargo Sweep Cash	WFSWEEP	Cash	5/31/2006	-113,792.77	-113,792.77	-113,792.77	0.140	N/A	1	-0.13
First State Bank - WV 0.35 12/3/2014	CD33648FHR9	Certificate Of Deposit	12/3/2012	248,000.00	248,000.00	247,958.34	0.350	12/3/2014	64	0.29
Sub Total / Average				134,207.23	134,207.23	134,165.57	0.528		117	0.16
95: Property Liability										

Description	CUSIP/Ticker	Security Type	Settlement Date	Face Amount/Shares	Book Value	Market Value	YTM @ Cost	Maturity Date	Days To Maturity	% of Portfolio
Wells Fargo Sweep Cash	WFSWEEP	Cash	10/31/2006	134,798.67	134,798.67	134,798.67	0.140	N/A	1	0.16
Sub Total / Average				134,798.67	134,798.67	134,798.67	0.140		1	0.16
97: Employee Benefit Trust										
Wells Fargo Sweep Cash	WFSWEEP	Cash	9/1/2007	83,497.15	83,497.15	83,497.15	0.140	N/A	1	0.10
Sub Total / Average				83,497.15	83,497.15	83,497.15	0.140		1	0.10
99: COP Health Claims Fund										
Wells Fargo Sweep Cash	WFSWEEP	Cash	9/15/2010	480,718.66	480,718.66	480,718.66	0.140	N/A	1	0.57
Wells Fargo Cash	WF9871	Cash	7/21/2010	380,657.54	380,657.54	380,657.54	0.140	N/A	1	0.45
Sub Total / Average				861,376.20	861,376.20	861,376.20	0.140		1	1.02
Z141: U of H Capital Renewal Fund										
Wells Fargo Sweep Cash	WFSWEEP	Cash	9/30/2013	240,127.75	240,127.75	240,127.75	0.140	N/A	1	0.28
Sub Total / Average				240,127.75	240,127.75	240,127.75	0.140		1	0.28
Z145: Municipal Channel										
Wells Fargo Sweep Cash	WFSWEEP	Cash	4/15/2012	447,638.43	447,638.43	447,638.43	0.140	N/A	1	0.53
Sub Total / Average				447,638.43	447,638.43	447,638.43	0.140		1	0.53
Z200: 2006 Cert of Obligation										
Wells Fargo Sweep Cash	WFSWEEP	Cash	6/30/2006	1,821,259.71	1,821,259.71	1,821,259.71	0.140	N/A	1	2.15
Sub Total / Average				1,821,259.71	1,821,259.71	1,821,259.71	0.140		1	2.15
Z201: 2007 Cert of Obligation										
Wells Fargo Sweep Cash	WFSWEEP	Cash	8/31/2006	28,768.66	28,768.66	28,768.66	0.140	N/A	1	0.03
Sub Total / Average				28,768.66	28,768.66	28,768.66	0.140		1	0.03
Z202: 2007A Gen Obligation										
Wells Fargo Sweep Cash	WFSWEEP	Cash	12/31/2007	606,828.93	606,828.93	606,828.93	0.140	N/A	1	0.72
Celtic Bank 0.6 6/28/2016	CD15118RJD0	Certificate Of Deposit	6/28/2013	248,000.00	248,000.00	247,796.39	0.600	6/28/2016	637	0.29

Description	CUSIP/Ticker	Security Type	Settlement Date	Face Amount/Shares	Book Value	Market Value	YTM @ Cost	Maturity Date	Days To Maturity	% of Portfolio
Sub Total / Average				854,828.93	854,828.93	854,625.32	0.273		186	1.01
Z203: 2009 Gen Obligation										
Wells Fargo Sweep Cash	WFSWEEP	Cash	10/30/2008	11,629,377.03	11,629,377.03	11,629,377.03	0.140	N/A	1	13.73
Kansas State Bank 0.8 10/31/2016	485382DV4	Certificate Of Deposit	10/30/2013	248,000.00	248,000.00	248,634.63	0.800	10/31/2016	762	0.29
Cathay Bank 0.75 3/21/2016	CD149159JE6	Certificate Of Deposit	9/20/2013	248,000.00	248,000.00	248,618.26	0.750	3/21/2016	538	0.29
Merchant & Manufacturing Bank 0.35 8/7/2015	588339DD0	Certificate Of Deposit	2/7/2014	248,000.00	248,000.00	247,919.15	0.350	8/7/2015	311	0.29
Flushing Bank New York 0.95 3/31/2017	34387AAH2	Certificate Of Deposit	3/31/2014	248,000.00	248,000.00	247,451.42	0.950	3/31/2017	913	0.29
Provident Bank 0.35 8/21/2015	743837BF2	Certificate Of Deposit	2/21/2014	248,000.00	248,000.00	247,874.76	0.350	8/21/2015	325	0.29
FFCB 1.5 1/28/2019	3133EDNF6	FFCB Bond	5/28/2014	1,000,000.00	1,000,000.00	995,721.00	1.500	1/28/2019	1581	1.18
Sub Total / Average				13,869,377.03	13,869,377.03	13,865,596.25	0.283		166	16.37
Z301: W/S Pay As U Go CIP										
Wells Fargo Sweep Cash	WFSWEEP	Cash	12/31/2007	1,703,237.38	1,703,237.38	1,703,237.38	0.140	N/A	1	2.01
DeWitt Bank and Trust 0.5 6/20/2016	CD241888BT2	Certificate Of Deposit	6/24/2013	248,000.00	248,000.00	247,835.82	0.500	6/20/2016	629	0.29
Sub Total / Average				1,951,237.38	1,951,237.38	1,951,073.20	0.186		81	2.30
Z302: MUD 4 Capital Programs										
Wells Fargo Sweep Cash	WFSWEEP	Cash	2/1/2013	635,216.05	635,216.05	635,216.05	0.140	N/A	1	0.75
Farm Bureau Bank 0.5 12/23/2015	307660HH6	Certificate Of Deposit	12/23/2013	248,000.00	248,000.00	248,176.08	0.500	12/23/2015	449	0.29
Pacific City Bank 0.35 6/26/2015	69406PB7	Certificate Of Deposit	12/26/2013	248,000.00	248,000.00	247,954.62	0.350	6/26/2015	269	0.29
Sub Total / Average				1,131,216.05	1,131,216.05	1,131,346.75	0.265		158	1.34
Total / Average				84,734,308.05	84,725,083.05	84,706,693.56	0.477		344	100

City of Pearland
Purchases
Portfolio/Report Group: Report Group: Pearland
From 6/30/2014 To 9/30/2014

Portfolio Name	Description	Bullet/Callable	CUSIP/Ticker	Action	Settlement Date	Maturity Date	Price	Face Amount/Shares	YTM @ Cost	Principal	Interest/Dividends	Broker/Dealer
30: Water & Sewer	FNMA 1.625 11/27/2018		3135G0YT4	Buy	7/16/2014	11/27/2018	100.4411	1,000,000.00	1.520	1,004,411.00	2,211.81	Gilford Securities
35: Street Assessment	Town North Bank 0.4 7/24/2015		89213TLD2	Buy	7/25/2014	7/24/2015	100	248,000.00	0.400	248,000.00	0.00	Wells Fargo Bank
45: Hotel/Motel Occupancy	Americanwest Bank 0.8 1/25/2017		030590DS9	Buy	7/25/2014	1/25/2017	100	248,000.00	0.800	248,000.00	0.00	Wells Fargo Bank
47: Park & Rec Development	Safra National Bank 0.45 7/30/2015		78658QDT7	Buy	7/30/2014	7/30/2015	100	248,000.00	0.450	248,000.00	0.00	Wells Fargo Bank
20: Debt Services	Carolina Alliance Bank 1.05 7/31/2017		14376RAK3	Buy	7/30/2014	7/31/2017	100	248,000.00	1.050	248,000.00	0.00	Wells Fargo Bank

Pledged Collateral Reconciliation Report September 30, 2014

Bank	Account Number	Account Name	Amount
Wells Fargo	201-0419505	Operating	\$ -
Wells Fargo	201-0419513	Payroll Fund	-
Wells Fargo	001-3042841	Sweep Account	55,723,655.70
Wells Fargo	179-0121790	EMS Payments	-
Wells Fargo	807-1613395	Credit Card Account	-
Wells Fargo	818-4567843	Alvin ISD	4,307,788.83
Wells Fargo	280-7409871	Health Claims	<u>380,657.54</u>
Total of Bank Balances			\$ 60,412,102.07
Pledged Collateral for City			79,502,430.65
FDIC Insurance			<u>250,000.00</u>
Total Collateral			\$ 79,752,430.65
Over (Under) Collateralized			\$ 19,340,328.58
Total % Collateralized			132.0%
Bank	Account Number	Account Name	Amount
Wells Fargo	100-7284258	Development Authority	<u>1,016,477.21</u>
Total of Bank Balances			\$ 1,016,477.21
Pledged Collateral for DAP			8,380,786.25
FDIC Insurance			<u>250,000.00</u>
Total Collateral			\$ 8,630,786.25
Over (Under) Collateralized			\$ 7,614,309.04
Total % Collateralized			849.1%
Bank	Account Number	Account Name	Amount
Regions	6180003939		\$ 4,300.01
	6180003948		<u>912,154.38</u>
Total of Bank Balances			\$ 916,454.39
Regions Trust Collateral			\$ 684,783.48
FDIC Insurance			<u>250,000.00</u>
Over (Under) Collateralized			\$ 18,329.09
Total % Collateralized			102.0%
Total \$ Over (Under) Collateralized			\$ 26,954,637.62
Total % Collateralized			142.2%

Status Collateralized

Consent Agenda Item G

- G. Consideration and Possible Action – Resolution No. R2014-145 – A Resolution of the City Council of the City of Pearland, Texas, renewing a bid for the purchase of fire bunker gear from Dooley Tackaberry, Inc., in the estimated amount of \$111,696.00, for the period of December 10, 2014 through December 9, 2015.**

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

AGENDA OF:	November 24, 2014	ITEM NO.:	Resolution No. R2014-145
DATE SUBMITTED:	November 14, 2014	DEPT. OF ORIGIN:	Finance
PREPARED BY:	Bob Pearce	PRESENTOR:	Vance Riley
REVIEWED BY:	Jon R. Branson	REVIEW DATE:	November 17, 2014
SUBJECT: RESOLUTION NO. R2014-145 - A Resolution of the City Council of the City of Pearland, Texas, renewing a bid for the purchase of fire bunker gear from Dooley Tackaberry, Inc. in the estimated amount of \$111,696 for the period of December 10, 2014 through December 9, 2015.			
EXHIBITS: Resolution #R2014-145 Bid Tabulation			
FUNDING:			
<input type="checkbox"/> Grant <input type="checkbox"/> Developer/Other <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Bonds To Be Sold <input type="checkbox"/> Bonds- Sold <input type="checkbox"/> L/P – Sold <input type="checkbox"/> L/P – To Be Sold			
EXPENDITURE REQUIRED: \$111,696 (est.)		AMOUNT BUDGETED: \$111,696	
AMOUNT AVAILABLE: \$111,696		PROJECT NO.:	
ACCOUNT NO.: 010-2320-542-04-00			
ADDITIONAL APPROPRIATION REQUIRED:			
ACCOUNT NO.:			
PROJECT NO.:			
To be completed by Department:			
<input checked="" type="checkbox"/> Finance <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution			

EXECUTIVE SUMMARY

BACKGROUND

In December 2013, City Council awarded a bid to Dooley Tackaberry for personal protective equipment (bunker gear) as specified in City bid #1114-07 for the Fire Department. It is estimated that at least 48 sets of bunker gear will be required by the Fire Department in FY2015, which will provide for replacement of age-deteriorated gear as required by NFPA regulations and for new hires as needed throughout the year, specifically with the opening of Fire Station #3. Fire Department personnel are satisfied with their service and would like to renew the contract upon City Council approval.

SCOPE OF CONTRACT

The successful bidder will deliver the personal protective equipment throughout the year as needed for use by the Pearland Fire Department.

BID AND AWARD

The Morning Pride coat and pant specified in this bid is the gear currently utilized throughout the Fire Department, due to the high degree of fire protection and durability that the Department has experienced with the product line.

Additional protective gear (helmets, gloves, boots, etc.) will require substantially lower expenditures than the primary gear herein and will be purchased as needed during the year through subsequent informal competitive bids (most peripheral gear is eligible for quotation by multiple distributors) and/or existing cooperative contracts.

Bid specifications required fixed unit costs for a period of one (1) year, with four (4) additional one (1) year renewals available upon the mutual agreement of both parties, and the approval of City Council. The specifications allow the awarded contractor to request a price increase at time of renewal of a percentage not to exceed the rate of increase in the Consumer Price Index (CPI) for the Houston-Galveston-Brazoria region during the prior 12 month period. In this first renewal, the vendor has requested a price increase of 2.14% for the structural firefighting coat and 2.17% for the structural firefighting pant, which is below the current CPI increase of 2.6%.

SCHEDULE

Bunker gear will be ordered to replace age-deteriorated equipment and provide new employee equipment as needed throughout the year.

POLICY/GOAL CONSIDERATION

This bid award will positively impact the City’s goal to provide the best and safest equipment for its firefighters.

CURRENT AND FUTURE FUNDING /FINANCIAL IMPACTS/DEBT SERVICE

Funding for this purchase will come from the General Fund for Public Safety Wearing Apparel.

O&M IMPACT INFORMATION

Fiscal Year	2015	2016	2017
Estimated Expenditure	\$111,696	\$114,600*	\$117,580*

* Based upon current 2.6% annual increase in the regional CPI.

RECOMMENDED ACTION

City Council consideration and approval of resolution #R2014-145 renewing a bid for the purchase of fire bunker gear from Dooley Tackaberry, Inc., in the estimated amount of \$111,696 for the period of December 10, 2014 through December 9, 2015.

RESOLUTION NO. R2014-145

A Resolution of the City Council of the City of Pearland, Texas, renewing a bid for the purchase of fire bunker gear from Dooley Tackaberry, Inc., in the estimated amount of \$111,696.00, for the period of December 10, 2014 through December 9, 2015.

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

Section 1. That unit cost bids for the purchase of fire bunker gear were previously obtained through the TASB Buyboard Program.

Section 2. That the City Council hereby renews the contract with Dooley Tackaberry, Inc., in the estimated amount of \$111,696.00.

Section 3. The City Manager or his designee is hereby authorized to execute a contract for the purchase of fire bunker gear.

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

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

PROTECTIVE CLOTHING FOR STRUCTURAL FIREFIGHTING (BUNKER GEAR)

BID #1114-07

BID OPENING DATE: TUESDAY, NOVEMBER 26, 2013

Item Description	Prior Year Pricing	Current Price Request	% Increase
Structural Firefighting Coat, per Bid Specifications	\$1,375	\$1,405	2.14%
Structural Firefighting Pant, per Bid Specifications	\$902	\$922	2.17%

New Business Item No. 1

1. **Consideration and Possible Action – Resolution No. R2014-132 – A** Resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to renew a Software Maintenance Contract with Sungard HTE/OSSI for estimated cost of \$238,291.24 for the period of October 1, 2014 through September 30, 2015.

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

AGENDA OF:	November 24, 2014	ITEM NO.:	Resolution No. R2014-132
DATE SUBMITTED:	October 13, 2014	DEPT. OF ORIGIN:	Information Systems
PREPARED BY:	John Knight	PRESENTOR:	Clay Pearson
REVIEWED BY:	Clay Pearson	REVIEW DATE:	October 22, 2014
SUBJECT: A Resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to renew a Software Maintenance Contract with Sungard HTE/OSSI for estimated cost of \$238,291.24 for the period of October 1, 2014 through September 30, 2015			
EXHIBITS: Resolution NO. R2014-132 SunGard Software Maintenance Agreement			
FUNDING:			
<input type="checkbox"/> Grant <input type="checkbox"/> Developer/Other <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Bonds To Be Sold <input type="checkbox"/> Bonds- Sold <input type="checkbox"/> L/P – Sold <input type="checkbox"/> L/P – To Be Sold			
EXPENDITURE REQUIRED: \$ 238,291.24			
AMOUNT BUDGETED: \$245,000.00			
AMOUNT AVAILABLE: \$245,000.00			
ACCOUNT NO.: 010-1250-554.30-00		PROJECT NO.:	
030-4145-554.30-00		\$222,169.77	
		\$ 16,121.47	
ADDITIONAL APPROPRIATION REQUIRED:			
ACCOUNT NO.:			
PROJECT NO.:			
To be completed by Department:			
Finance	Legal	Ordinance	Resolution

EXECUTIVE SUMMARY

BACKGROUND

The City of Pearland has been using SunGard H.T.E. Software for the last eighteen years throughout our city. Six years ago the Police Department replaced SunGard H.T.E. software with SunGard OSSI

software. This year Municipal Court moved from SunGard to Tyler Incode for Municipal Court software. Software maintenance is the process of enhancing and optimizing deployed software as well as remedying issues. We plan to continue software upgrades/updates during the year to all H.T.E./OSSI modules and keep current with the changes and additions to the software.

SunGard H.T.E. Software Maintenance contract was amended in 2008 to include the Police Department OSSI Software with our H.T.E. Legacy Software, that includes all our financial modules. SunGard Public Sector will continue to provide city with maintenance and support services for the Legacy Software in accordance with the terms of and for the yearly fees specified in the agreement through the expiration of the one year period that is in effect as of the execution date.

The City of Pearland receives one full year of software support, including updates and upgrades during the year with SunGard H.T.E./OSSI software maintenance. This also entitles us access to important technical resources including 24*7 Customer Care, Software Support Engineers and an online database that includes software drivers, technical tips and answers to frequently asked questions.

SunGard H.T.E. Financial module is fully-integrated for our general ledger from accounts payable, budgetary reporting, accounts receivable and asset management. SunGard Community Development Services includes Building Permits, Business Licenses with Land Management tied to GIS software. This allows us to generate a permit with address linked to GIS and track permits in the field. All point of sales, goes through Cash Receipt module that is interfaced with our finance module. Reports/queries are generated from Qrep software with an interface with Laserfiche document management software. Public works uses the Work Orders/Facilities Management module to record all residents/employee issues from pot holes, to water leaks.

Public Safety OSSI starts with Computer Aided Dispatch (CAD) module to record all emergency and non-emergency calls, then deliver information to units in the field. All records are collected, stored and access during the course of any incident or investigation thru Records Management System (RMS). Jailers use Jail Management System (JMS) to access and maintaining data on all aspects of an inmate confinement. For citizen engagement and multijurisdictional collaboration and to harness the power of the Internet, our police department use the Web Application.

With the city looking at other ERP systems to implement in 2015-2016, we still need the maintenance of H.T.E for running software system in parallel and data conversion. We will start removing modules from maintenance and work with SunGard on prorating charges once new ERP modules go online.

SCOPE OF CONTRACT

Vendor will provide 24/7 maintenance support, yearly upgrades, and updates, Contract renews automatic yearly

CURRENT AND FUTURE FUNDING /FINANCIAL IMPACTS/DEBT SERVICE

Funding for these services will come from Information Systems and Utility Billing departmental operating budgets.

O&M IMPACT INFORMATION

Fiscal Year	2015	2016
	\$238,291.24	3% increase estimate

RECOMMENDED ACTION

City Council consideration and approval of resolution R2014-132 renewing SunGard H.T.E/OSSI software maintenance for \$238,291.24 for the period of October 1, 2014 through September 30, 2015.

RESOLUTION NO. R2014-132

A Resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to renew a Software Maintenance Contract with Sungard HTE/OSSI for estimated cost of \$238,291.24 for the period of October 1, 2014 through September 30, 2015.

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

Section 1. That the City Manager or his designee is hereby authorized to renew a Software Maintenance Contract with SunGard HTE/OSSI, including the Maintenance Cost Schedule, a copy of which is attached hereto as Exhibit "A".

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

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

**AMENDMENT TO
SOFTWARE MAINTENANCE AGREEMENT**

CITY OF PEARLAND, TX
("Customer")

and

SUNGARD PUBLIC SECTOR INC.
("SunGard Public Sector")

This Amendment (the "Amendment") amends the parties' Software Maintenance Agreement with an execution date of November 25, 2008 (the "Agreement") expressly as provided for in this Amendment.

The Execution Date of this Amendment is the latest date shown on the signature page of this Amendment.

Customer and SunGard Public Sector, intending to be legally bound, agree as follows:

1. Defined Terms. Except as otherwise set forth herein, each defined term in the Agreement has the meaning ascribed to that term in the Agreement when the term is used in this Amendment.
2. Amendment to and Modification of Maintenance Agreement.
 - a) **Renewal:** The parties agree to extend the Agreement for maintenance and support services an additional Contract Year commencing October 1, 2014.

The annual fee(s) for the Software shall be adjusted as provided under the following invoice(s) which are attached hereto and are incorporated herein by reference:

- SunGard Public Sector Invoice Document Number 87876 dated September 10, 2014.
- SunGard Public Sector Invoice Document Number 89367 dated October 10, 2014 [SEE NOTE 1].

The annual fee(s) for the Legacy Software shall be adjusted as provided under the following invoice(s) which are attached hereto and are incorporated herein by reference:

- SunGard Public Sector invoice Document Number 88021 dated September 15, 2014.
- SunGard Public Sector Invoice Document Number 87384 dated September 4, 2014.
- SunGard Public Sector Invoice Document Number 89711 dated September 15, 2014.
- SunGard Public Sector Invoice Document Number 87385 dated September 4, 2014.

Fees for the renewal term of maintenance and support services shall be due prior to the start of that term (payment terms are net 30 days).

NOTE 1: For purposes of clarification, Invoice Document Number 89367 is an initial billing for new products for the Contract Year commencing November 1st and the amount due is a pro-rata amount for the eleven month period concluding on September 30, 2015.

- b) **Cost Summary:**

	<u>Total Cost</u>	<u>Amounts Paid</u>	<u>Net Amount Due</u>
Invoice #87876	\$ 150,735.15	\$ (6,408.65)	\$ 144,326.50
Invoice #89367	\$ 2,351.23	\$ -	\$ 2,351.23
Invoice #88021	\$ 97,929.83	\$ (14,650.62)	\$ 83,279.21
Invoice #87384	\$ 4,411.61	\$ -	\$ 4,411.61
Invoice #89711	\$ 1,891.08	\$ -	\$ 1,891.08
Invoice #87385	\$ 2,031.61	\$ -	\$ 2,031.61
	\$ 259,350.51	\$ (21,059.27)	\$ 238,291.24

3. Integration Provision. Except as expressly modified by this Amendment, each Agreement shall remain in full force and effect. As of the Execution Date, each Agreement, as further amended by this Amendment constitutes the entire understanding of the parties as regards the subject matter hereof and cannot be modified except by written agreement of the parties.

City of Pearland, TX

SunGard Public Sector Inc.

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

DATE SIGNED: _____

DocuSigned by:

Lisa Neumann

BY: _____
F4F503AE4002479...

PRINT NAME: Lisa Neumann

PRINT TITLE: Controller

DATE SIGNED: November 13, 2014

SOFTWARE MAINTENANCE AGREEMENT

BETWEEN

SunGard Public Sector Inc.
a Florida corporation
with headquarters at:
1000 Business Center Drive
Lake Mary, FL 32746

("SunGard Public Sector")

AND

City of Pearland
2703 Veterans Drive
Pearland, TX 77584

(for purposes of this Agreement, "Customer")

By the signatures of their duly authorized representatives below, SunGard Public Sector Inc. and Customer, intending to be legally bound, agree to all of the provisions of this Agreement and all Exhibits, Supplements, Schedules, Appendices, and/or Addenda to this Agreement.

City of Pearland, TX

SunGard Public Sector Inc.

BY: 

BY: 

PRINT NAME: Bill Eisen

PRINT NAME Thomas V. Huber
AND TITLE: President, SunGard Public Sector Inc

PRINT TITLE: City manager

DATE SIGNED: 11/25/08

DATE SIGNED: November 12, 2008

THIS AGREEMENT is entered into between SunGard Public Sector and Customer on the Execution Date.

SunGard Public Sector and Customer have entered into a Software License and Services Agreement dated as of the Execution Date (the "License Agreement") for the Software. Customer desires that SunGard Public Sector provide Maintenance and Enhancements for and new releases of the Baseline Software identified in Exhibit 1 on the terms and conditions contained in this Agreement, and for the Custom Modifications identified in Exhibit 1 on the terms and conditions of this Agreement. Accordingly, the parties agree as follows:

1. Incorporation By Reference. Sections 1 (Definitions), 8 (Confidential Information) and 11 through 15, inclusive (Notices, Force Majeure, Assignment, No Waiver and Choice of Law; Severability, respectively) of the License Agreement are incorporated into this Agreement by this reference as fully as if written out below. If any provision incorporated by reference from the License Agreement conflicts with any provision of this Agreement, the provision of this Agreement will control.

2. Additional Definitions.

"Commencement Date" means the date specified in Exhibit 1 as the "Commencement Date."

"Contract Year" means, with respect to each Baseline Component System and Custom Modification, each one (1) year period beginning on the Commencement Date or the anniversary thereof, and ending one (1) year thereafter.

"Custom Modification" means a change that SunGard Public Sector has made at Customer's request to any Component System in accordance with a SunGard Public Sector-generated specification, but without any other changes whatsoever by any person or entity. Each Custom Modification for which SunGard Public Sector will provide Customer with Improvements is identified in Exhibit 1.

"Defect" has the meaning ascribed to that term in the License Agreement, and further, with regard to each Custom Modification, means a material deviation between the Custom Modification and the SunGard Public Sector-generated specification and documentation for such Custom Modification, and for which Defect Customer has given SunGard Public Sector enough information to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is

under SunGard Public Sector's control.

"Enhancements" means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.

"Improvements" means, collectively, Maintenance, Enhancements and New Releases provided under this Agreement.

"Maintenance" means using reasonable efforts to provide Customer with avoidance procedures for or corrections of Defects. The hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System and Custom Modification, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Maintenance for each Component System and Custom Modification are described in attached Exhibit 2.

"New Releases" means new editions of a Baseline Component System or Custom Modification, as applicable.

"Notification" means a communication to SunGard Public Sector's help desk by means of: (i) SunGard Public Sector's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with SunGard Public Sector's then-current policies and procedures for submitting such communications.

"Priority One Call" means a Notification from Customer to SunGard Public Sector's Help desk reporting that it believes that a Defect has caused: (i) a full failure (i.e., "crash") of its computer system; (ii) a full failure of the Software; or (iii) a failure of its computer system or the Software which, in either case, prevents Customer from performing data processing which is critical to Customer's operations on the day on which the alleged Defect is reported.

"Priority Two Call" means a Notification from Customer to SunGard Public Sector's Help desk reporting that it believes that a Defect has caused a partial failure of Customer's computer system or the Software which significantly hinders its ability to perform data processing

which is critical to Customer's operations on the day on which the alleged Defect is reported.

"Priority Three Call" means a Notification from Customer to SunGard Public Sector's Help desk reporting that it believes that a Defect has caused an intermittent failure of, or problem with, its computer system or the Software that causes a significant delay in Customer's ability to perform data processing on the day on which the alleged Defect is reported, but where the processing is not critical to Customer's operations.

"Priority Four Call" means a Notification from Customer to SunGard Public Sector's Help desk reporting that it believes that a Defect has caused a problem with its computer system or the Software that does not significantly affect critical processing.

3. Services.

(a) Types of Services. During the term of this Agreement, SunGard Public Sector will provide Customer with Maintenance for, Enhancements of, and New Releases of each Baseline Component System and each Custom Modification identified in Exhibit 1.

(b) Limitations. All Improvements will be part of the applicable Baseline Component System/Custom Modification, and will be subject to all of the terms and conditions of the License Agreement and this Agreement. SunGard Public Sector's obligation to provide Customer with Improvements for Baseline Component Systems owned by parties other than SunGard Public Sector is limited to providing Customer with the Improvements that the applicable third party owner provides to SunGard Public Sector for that Baseline Component System. Customer must provide SunGard Public Sector with such facilities, equipment and support as are reasonably necessary for SunGard Public Sector to perform its obligations under this Agreement, including remote access to the Equipment.

4. Payment and Taxes.

(a) Maintenance Fees. For the Improvements, Customer will pay SunGard Public Sector the amount provided for in Exhibit 1 as the "Payment Amount" for the first Contract Year. For each Contract Year subsequent to the initial Contract Year, SunGard Public Sector reserves the right to increase the Improvements fees. Fees for Improvements for a Baseline Component System/Custom Modification are due on the first day of the first month of the Contract Year for that Baseline Component System/Custom Modification.

(b) Additional Costs. Customer will also reimburse SunGard Public Sector for actual travel and living expenses that SunGard Public Sector incurs in providing Customer with Improvements

under this Agreement, with reimbursement to be on an as-incurred basis. SunGard Public Sector will use reasonable efforts to limit travel and living expenses by using coach air fare, booked in advance when available, staying at hotels identified in advance by Customer as offering Customer's contractors a discounted rate, and sharing rental cars. Customer will also reimburse SunGard Public Sector for all charges incurred in connection with accessing Equipment. Reimbursement is subject to any statutory reimbursement limitations imposed on Customer contractors, and Customer will provide SunGard Public Sector with a copy of such limitations before SunGard Public Sector incurs expenses.

(c) Taxes. Customer is responsible for paying all taxes (except for taxes based on SunGard Public Sector's net income or capital stock) relating to this Agreement, the Improvements, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide SunGard Public Sector with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax amounts to the applicable taxing authority, SunGard Public Sector will invoice Customer for and Customer will pay to SunGard Public Sector all such tax amounts.

(d) Late Charges. Customer will pay each SunGard Public Sector invoice by no later than thirty (30) days after receipt. Late payments are subject to a late charge equal to the lesser of: (i) the prime lending rate established from time to time by Citizens Bank, Philadelphia, Pennsylvania plus three percent (3%); or (ii) the highest rate permitted by applicable law.

5. Term. This Agreement will remain in full force and effect throughout the initial Contract Year. After the initial Contract Year, this Agreement will renew for an additional Contract Year unless, at least six (6) months prior to the expiration of the initial Contract Year, Customer notifies SunGard Public Sector in writing of Customer's intent not to renew the Agreement for the second Contract Year. After the second Contract Year, this Agreement will automatically be extended for consecutive Contract Years on a year-to-year basis unless either party notifies the other in writing of its intent not to extend this Agreement for any particular Baseline Component System/Custom Modification at least six (6) months prior to the expiration of the then-current Contract Year.

6. Disclaimer of Warranties. Customer agrees and understands that SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY IMPROVEMENTS AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SUNGARD PUBLIC SECTOR EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE COMPONENT SYSTEM OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE

OTHER THAN SUNGARD PUBLIC SECTOR, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT.

7. Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, then the party seeking to terminate this Agreement can effect such termination by providing the other party with a termination notice that specifies the effective date of such termination. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

8. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR. SUNGARD PUBLIC SECTOR'S LIABILITY IN CONNECTION WITH THE IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO SUNGARD PUBLIC SECTOR FOR THE

IMPROVEMENTS FOR THE YEAR THAT SUCH LIABILITY ARISES.

(b) EXCLUSION OF DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(c) BASIS OF THE BARGAIN. CUSTOMER ACKNOWLEDGES THAT SUNGARD PUBLIC SECTOR HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

9. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

EXHIBIT 1

Customer: **City of Pearland**

NOTE:

Customer and SunGard Public Sector are parties to a separate written agreement ("Legacy Agreement") under which SunGard Public Sector is providing Customer with maintenance and support services for SunGard Public Sector's HTE brand software system ("Legacy Software"). SunGard Public Sector will continue to provide Customer with maintenance and support services for the Legacy Software in accordance with the terms of and for the fees specified in the Legacy Agreement through the expiration of the one year period that is in effect as of the Execution Date ("Current Legacy Period"). The day of expiration of the Current Legacy Period will be the "Commencement Date" for purposes of this Agreement. Customer's maintenance subscription for the Legacy Software will not renew under the Legacy Agreement for any period after the expiration of the Current Legacy Period.

If, during the time in question, Customer is paying for and receiving Improvements for the Baseline Component Systems identified below under this Agreement, then, at the expiration of the Current Legacy Period, SunGard Public Sector will also provide Customer with Defect corrections and avoidance procedures (but not with New Releases of and Enhancements) for the Legacy Software pursuant to this Agreement, at no additional fee, until the earlier of: (a) three (3) years following the expiration of the Current Legacy Period; or (b) the date that Customer begins using all of the Component Systems identified in the table below in a production mode.

The pricing provided for below is conditioned up Customer paying for maintenance and support for the Legacy Software through the expiration of the Current Legacy Period. For the period from the Execution Date through the Commencement Date, SunGard Public Sector will provide Customer with Improvements for the Baseline Component Systems and Baseline Customizations identified in the table below in consideration of Customer's payment of the maintenance and support fees for the Legacy Software through the expiration of the Current Legacy Period.

CONTRACT YEAR: The initial Contract Year begins on the Commencement Date is October 1, 2008 and ends one year thereafter. Each subsequent Contract Year begins on the anniversary of the Commencement Date.

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Qty	Part #	Component System	For the period October 1, 2008 through September 30, 2009	Support Type	Year 2 Renewal	Year 3 Renewal	Year 4 Renewal	Year 5 Renewal
		Computer Aided Dispatch						
1	CAD-T3	BASE COMPUTER AIDED DISPATCH SYSTEM TIER-3	\$ 6,697.72	7x24	\$ 8,193.04	\$ 9,608.38	\$ 11,053.68	\$ 12,519.00
1	CAD-MJ	MULTI-JURISDICTIONAL DISPATCH OPTION	385.20	7x24	468.60	552.60	636.30	720.00
1	CAD-MAP	FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE	529.65	7x24	644.74	759.83	874.91	990.00
3	CAD-MAPD	ADDITIONAL CAD MAP DISPLAY LICENSE	577.81	7x24	703.35	828.90	954.45	1,080.00
1	MAP-CONVERTER	MAP CONVERTER SOFTWARE	337.65	7x24	410.29	493.63	576.76	660.00
4	MCT-AVL-CAD	CAD CLIENT AVL LICENSE	770.41	7x24	937.81	1,105.20	1,272.60	1,440.00
1	CAD-CAPLUS-T3	CRIME ANALYSIS PLUS	1,493.01	5x8	1,823.51	2,149.01	2,474.50	2,800.00
1	CAD-E311	E311 INTERFACE MODULE	529.65	7x24	644.74	759.83	874.91	990.00
1	CAD-INT-PG	SUNGARD OSS'S INTERFACE TO PAGEGATE	96.30	7x24	117.23	138.15	159.08	180.00
1	CAD-PG	ALPHA NUMERIC PAGING MODULE	529.65	7x24	644.74	759.83	874.91	990.00
1	CAD-RR	RRP AND RUN PRINTING/FAXING MODULE	529.65	7x24	644.74	759.83	874.91	990.00
1	CAD-POA-MED	MEDICAL PROQA INTERFACE	625.88	7x24	761.97	897.93	1,033.99	1,170.00
1	CAD-POA-LAW	LAW PROQA INTERFACE	625.88	7x24	761.97	897.93	1,033.99	1,170.00
1	CAD-POA-FIR	FIRE PROQA INTERFACE	625.88	7x24	761.97	897.93	1,033.99	1,170.00
1	CAD-FIREHOUSE	FIREHOUSE RMS INTERFACE	529.65	7x24	644.74	759.83	874.91	990.00
1	CAD-INT-CRY	CAD INTERFACE TO CRYWOLF	722.26	7x24	878.19	1,036.13	1,193.06	1,350.00
		Records Management System						
1	RMS-BASE-30	BASE RECORDS MANAGEMENT SYSTEM - 30 WORKSTATION	4,750.84	5x8	5,783.13	6,815.42	7,847.71	8,880.00
1	RMS-MAP-30	RMS MAP DISPLAY AND PIN MAPPING LICENSE - 30 WORKSTATION	613.60	5x8	736.20	858.80	981.40	1,104.00
1	RMS-ACCIDENT-30	BASIC ACCIDENT MODULE - 30 WORKSTATION	385.20	5x8	468.50	552.60	636.30	720.00
1	RMS-WZ-BASE	ACCIDENT WIZARD BASE SERVER LICENSE	424.00	5x8	521.00	614.00	707.00	800.00
43	RMS-WZ-CLIENT	ACCIDENT WIZARD WORKSTATION LICENSE + 5 for MOBLAN	552.12	5x8	672.09	792.06	912.03	1,032.00
1	RMS-BAR-HOST-30	BAR CODING SERVER LICENSE - 30 WORKSTATION	470.60	5x8	573.10	675.40	777.70	880.00
1	RMS-BAR-CLIENT	BAR CODING HAND-HELD CLIENT LICENSE (EACH)	135.53	5x8	166.20	195.87	225.53	255.20
1	RMS-NTF-30	NOTIFICATION MODULE - 30 WORKSTATION	830.33	5x8	1,010.75	1,191.16	1,371.58	1,552.00
1	RMS-RL-30	REMOTE LINEUP APPLICATION - 30	642.01	5x8	781.62	921.00	1,060.50	1,200.00
1	RMS-RSN-30	RESIDENTIAL SECURITY WATCH MODULE - 30 WORKSTATION	299.60	5x8	364.70	429.80	494.90	560.00
1	RMS-GENPERM-5	GENERIC PERMIT MODULE - 5 WORKSTATION	214.00	5x8	260.50	307.00	353.50	400.00
1	RMS-P4E-5	PROPERTY AND EVIDENCE MODULE - 5 WORKSTATION	470.80	5x8	573.10	675.40	777.70	880.00
1	RMS-RPRF	RACIAL PROFILING MODULE	428.00	5x8	521.00	614.00	707.00	800.00
1	RMS-TRAIN-5	TRAINING MODULE - 5 WORKSTATION	299.60	5x8	364.70	429.80	494.90	560.00
1	RMS-CANINE	CANINE TRACKING MODULE	470.80	5x8	573.10	675.40	777.70	880.00
1	RMS-CA	CRIME ANALYSIS MODULE	1,070.01	5x8	1,302.51	1,635.00	1,967.50	2,300.00
1	RMS-P2P	POLICE TO POLICE INTERNET DATA SHARING	-	5x8	-	-	-	-
1	RMS-LINKT3	LINK ANALYSIS MODULE	1,493.01	5x8	1,823.51	2,149.01	2,474.50	2,800.00
1	RMS-HTECOURT	CITATION INTERFACE TO HTE COURT SYSTEM	859.01	5x8	1,042.01	1,228.00	1,414.00	1,600.00
1	RMS-PSD	PROFESSIONAL STANDARDS (INTERNAL AFFAIRS) MODULE	1,493.01	5x8	1,823.51	2,149.01	2,474.50	2,800.00
1	RMS-QTRMSTR-5	QUARTERMASTER MODULE - 5	470.80	5x8	573.10	675.40	777.70	880.00
1	RMS-PS-5	PAVING SHOP/PAVING WATCH - 5 WORKSTATION	214.00	5x8	260.50	307.00	353.50	400.00
1	RMS-INTELLIGENCE	INTELLIGENCE MODULE	642.01	5x8	781.62	921.00	1,060.50	1,200.00
		Jail Management System						
1	JMS-BASE-5	JAIL MANAGEMENT SYSTEM MODULE - 5 WORKSTATION	1,284.01	5x8	1,563.01	1,842.01	2,121.00	2,400.00
1	JMS-MS-DISPLAY-30	MUGSHOT DISPLAY SOFTWARE LICENSE - 30 WORKSTATION	941.61	5x8	1,149.21	1,356.80	1,564.40	1,772.00
1	JMS-MUG-1	MUGSHOT CAPTURE STATION SOFTWARE	470.80	5x8	573.10	675.40	777.70	880.00
1	JMS-STATE-LIVSCAN	STATE LIVSCAN INTERFACE	727.61	5x8	885.70	1,043.80	1,201.90	1,360.00
		Mobile Communication Terminals						
1	MCT-SVM	STATENCO MESSAGING SOFTWARE	1,928.02	7x24	2,344.51	2,761.01	3,177.50	3,600.00
4	MCT-MJS	LAN CLIENT LICENSE FOR MESSAGE SWITCH	115.58	7x24	140.67	165.76	190.89	216.00
1	MCT-BMS-T6	BASE MOBILE SERVER SOFTWARE UP TO 150 WORKSTATIONS	4,044.64	7x24	4,923.48	5,802.32	6,681.16	7,560.00
1	MCT-MFR-REV-T5	REVIEW MODULE FOR FIELD REPORTING UP TO 150 WORKSTATIONS	2,998.03	5x8	3,647.02	4,296.01	4,945.00	5,600.00
101	MCT-CLIENT	MCT CLIENT - DIGITAL DISPATCH	8,602.45	5x8	10,471.64	12,340.82	14,210.01	16,079.20
35	MCT-MFR-ARREST	MFR CLIENT - ARREST + 5 for MOBLAN	895.81	5x8	1,094.11	1,293.40	1,492.70	1,692.00
35	MCT-MFR-ACC	MFR CLIENT - ACCIDENT REPORTING + 5 for MOBLAN	1,493.01	5x8	1,823.51	2,149.01	2,474.50	2,800.00
101	MCT-MAP	MCT CLIENT - MAPS	1,723.14	5x8	2,104.65	2,486.57	2,868.48	3,250.00
80	MCT-MFR-OFF	MFR CLIENT - BASE INCIDENT/OFFENSE + 5 for MOBLAN	6,813.82	5x8	8,294.38	9,774.91	11,255.45	12,736.00
35	MCT-MFR-RACEPROF	MFR CLIENT - RACIAL PROFILING + 5 for MOBLAN	593.21	5x8	729.40	859.60	989.80	1,120.00
5	MCT-MFR-MBLN-CLIENT	MFR CLIENT - MOBLAN VERSION (Report Writing Room)	214.00	5x8	260.50	307.00	353.50	400.00
35	MCT-MFR-CITATION	MFR CLIENT - CITATION + 5 for MOBLAN	1,493.01	5x8	1,823.51	2,149.01	2,474.50	2,800.00
8	MCT-MFR-HH-CIT	MFR CLIENT - HANDHELD CITATION MODULE	342.40	5x8	416.80	491.20	565.60	640.00
10	MCT-CLIENT-PDA	MCT CLIENT - PDA	428.00	5x8	521.00	614.00	707.00	800.00
1	MCT-AVL-HOST	AVL SERVER HOST LICENSE	3,370.53	7x24	4,102.90	4,835.26	5,567.63	6,300.00
18	MCT-AVL-CLIENT	MCT CLIENT - AVL - For Fire	231.12	5x8	281.34	331.56	381.78	432.00
1	MCT-INT-FHS	MCT INTERFACE TO FIREHOUSE	722.26	7x24	878.19	1,036.13	1,193.06	1,350.00
		Web Based Applications						
1	INT-P2C	Police 2 Citizen	1,070.01	5x8	1,302.51	1,635.00	1,967.50	2,300.00
1	INT-OPSCAD	OPS CAD	2,140.02	5x8	2,605.01	3,070.01	3,535.00	4,000.00
1	INT-OPSRMS	OPS RMS	2,140.02	5x8	2,605.01	3,070.01	3,535.00	4,000.00
		PAYMENT AMOUNT	\$ 77,556.10		\$ 94,407.93	\$ 111,259.76	\$ 128,111.68	\$ 144,963.40

Qty	Part #	Custom Modifications	For the period October 1, 2008 through September 30, 2009	Support Type	Year 2 Renewal	Year 3 Renewal	Year 4 Renewal	Year 5 Renewal
1	MCT-CUST-MOD	Modification to Auto-spawned RMS inquiry to query archive database	\$ 1,293.29	5x8	1,669.97	1,849.64	2,123.32	2,400.00
1	MCT-CUST-MOD	OSSI MCT to Coban Recorder Interface	\$ 681.93	7x24	705.49	830.59	955.50	1,080.00
		PAYMENT AMOUNT	\$ 1,875.27		\$ 2,276.45	\$ 2,679.63	\$ 3,078.82	\$ 3,480.00

Improvements fees are due thirty (30) days prior to the commencement of the Contract Year for which such fees are being remitted. Improvement fees for Contract Years 1-5 are as noted above. Improvement fees for any Contract Year subsequent to the fifth full Contract Year will be at then prevailing rates and are subject to change and will be specified by SunGard Public Sector in an annual invoice.

EXHIBIT 2
Maintenance Standards

- I. **Hours During Which SunGard Public Sector's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** As indicated in the "Support Type" column in Exhibit 1. "7x24" means Seven (7) days per week, 24 hours per day. "5x8" means Monday through Friday, 7:00 A.M. to 6:00 P.M. Eastern Standard Time excluding holidays.

- II. **Targeted Response Times.** With respect to SunGard Public Sector's Maintenance obligations, SunGard Public Sector will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Baseline Component Systems/Custom Modifications identified in Exhibit 1 of this Agreement in accordance with the following guidelines with the time period to be measured beginning with the first applicable SunGard Public Sector "Telephone Support" hour (that is, based upon whether SunGard Public Sector provides 7x24 or 5x8 Support for the Baseline Component System/Custom Modification in question) occurring after SunGard Public Sector's receipt of the Notification:

Priority One Calls –two (2) hours or less.

Priority Two Calls - four (4) hours or less.

Priority Three Calls – twenty-four (24) hours or less.

Priority Four Calls – seventy-two (72) hours or less.

Notes: (1) For purposes of these targets, a "response" will mean as an initial contact from an SunGard Public Sector representative to Customer to begin evaluation of the problem reported under one of the categories of calls identified above; (2) As a prerequisite to SunGard Public Sector's obligation to respond to Customer, Customer must follow SunGard Public Sector's then-current processes (such as the dialing of a particular phone number, the categorization of a particular problem, etc.) when submitting its Notification.

SUNGARD' PUBLIC SECTOR

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Invoice

<i>Company</i>	<i>Document No</i>	<i>Date</i>	<i>Page</i>
LG	87876	10/Sep/2014	1 of 5

Bill To: City of Pearland (OSSI)
 Police Department
 2555 Cullen Parkway
 PEARLAND, TX 77581
 United States
 Attn: Accounts Payable

Ship To: City of Pearland (OSSI)
 Police Department
 2555 Cullen Parkway
 PEARLAND, TX 77581
 United States
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<i>Customer Grp/No.</i>	<i>Customer Name</i>	<i>Customer PO Number</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
1	6025LG	City of Pearland (OSSI)	USD	NET30	10/Oct/2014

<i>No</i>	<i>SKU Code/Description/Comments</i>	<i>Units</i>	<i>Rate</i>	<i>Extended</i>
Contract No. 080654				
1	OSSI Base Computer Aided Dispatch System Tier 3 Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	13,152.46	13,152.46
2	OSSI First CAD Map Display and Map Maintenance Software License Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	1,040.09	1,040.09
3	OSSI Additional CAD Map Display Client License Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	3.00	378.22	1,134.66
4	OSSI Map Converter Software Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	661.88	661.88
5	OSSI CAD Client AVL License Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	4.00	378.22	1,512.88
6	OSSI - Crime Analysis Plus Module Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	2,941.68	2,941.68
7	OSSI E911 Interface Module Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	1,040.09	1,040.09
8	OSSI Interface to Pagegate Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	189.11	189.11
9	OSSI Alpha Numeric Paging Module Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	1,040.09	1,040.09
10	OSSI Medical PROQA Interface Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	1,229.20	1,229.20
11	OSSI Fire PROQA Interface Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	1,229.20	1,229.20
12	OSSI Firehouse RMS Interface Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	1,040.09	1,040.09
13	OSSI - CAD Interface to CryWolf Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	1,418.31	1,418.31
14	OSSI Client Base Records Management System - 30 Workstation Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	9,329.33	9,329.33

Page Total **36,959.07**

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LG	87876	10/Sep/2014	2 of 5

Bill To: City of Pearland (OSSI)
 Police Department
 2555 Cullen Parkway
 PEARLAND, TX 77581
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 Attn: Accounts Payable

Ship To: City of Pearland (OSSI)
 Police Department
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Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1	6025LG	City of Pearland (OSSI)	USD	NET30	10/Oct/2014

No	SKU Code/Description/Comments	Units	Rate	Extended
15	OSSI RMS Map Display and Pin Mapping License - 30 Workstation Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	1,008.58	1,008.58
16	OSSI Basic Accident Module - 30 Workstation Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	756.43	756.43
17	OSSI Accident Wizard Base Server License Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	840.48	840.48
18	OSSI Accident Wizard Workstation License Client + 5 for Moblan Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	43.00	25.21	1,084.03
19	OSSI Bar Coding Server License - 30 Workstation Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	924.53	924.53
20	OSSI Bar Coding Hand-Held Client License (Each) Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	268.11	268.11
21	OSSI Notification Module - 30 Workstation Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	1,630.53	1,630.53
22	OSSI- Remote Lineup Application - 30 Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	1,260.72	1,260.72
23	OSSI Residential Security Watch Module - 30 Workstation Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	588.34	588.34
24	OSSI Training Module - 5 Workstation Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	588.34	588.34
25	OSSI RMS Canine Tracking Module Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	924.53	924.53
26	OSSI Crime Analysis Module - Client License Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	2,101.20	2,101.20
27	OSSI Police to Police Annual Subscription Fee Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	0.00	0.00
28	OSSI - Link Analysis Module Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	2,941.68	2,941.68
29	OSSI - RMS Citation Interface to HTE Courts System	1.00	1,680.96	1,680.96
			Page Total	16,598.46

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<i>Company</i>	<i>Document No</i>	<i>Date</i>	<i>Page</i>
LG	87876	10/Sep/2014	3 of 5

Bill To: City of Pearland (OSSI)
 Police Department
 2555 Cullen Parkway
 PEARLAND, TX 77581
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<i>Customer Grp/No.</i>	<i>Customer Name</i>	<i>Customer PO Number</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
1 6025LG	City of Pearland (OSSI)		USD	NET30	10/Oct/2014

<i>No</i>	<i>SKU Code/Description/Comments</i>	<i>Units</i>	<i>Rate</i>	<i>Extended</i>
	Maintenance Start: 01/Oct/2014, End: 30/Sep/2015			
30	OSSI Professional Standards (Internal Affairs) Module Client Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	2,941.68	2,941.68
31	OSSI - QuarterMaster Module - 5 Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	924.53	924.53
32	OSSI Pawn Shop/Pawn Watch - 5 Workstation Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	420.24	420.24
33	OSSI - Intelligence Module Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	1,260.72	1,260.72
34	OSSI Client Jail Management System Module - 5 Workstation Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	2,521.44	2,521.44
35	OSSI Client Mugshot Display Software License - 30 Workstation Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	1,849.06	1,849.06
36	OSSI Mugshot Capture Station Software Only Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	924.53	924.53
37	OSSI State Livescan Interface Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	1,428.82	1,428.82
38	OSSI's Integrated Messaging Software Switch Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	3,782.16	3,782.16
39	OSSI - LAN Client License for Message Switch Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	4.00	56.73	226.92
40	OSSI Base Mobile Server Software Client Up to 150 Workstations Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	7,942.54	7,942.54
41	OSSI Review Module for Field Reporting Up to 150 Workstations Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	5,883.38	5,883.36
42	OSSI MCT Client for Digital Dispatch Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	101.00	167.25	16,892.25
43	OSSI Mobile Arrest Module + 5 for Moblan Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	35.00	50.43	1,765.05

Page Total **48,763.30**

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LG	87876	10/Sep/2014	4 of 5

Bill To: City of Pearland (OSSI)
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Ship To: City of Pearland (OSSI)
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Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1 6025LG	City of Pearland (OSSI)		USD	NET30	10/Oct/2014

No	SKU Code/Description/Comments	Units	Rate	Extended
44	OSSI - MFR Client - Accident Reporting + 5 for Moblan Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	35.00	84.05	2,941.75
45	OSSI - MFR Client- Base Incident/Offense + 5 for Moblan Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	80.00	167.25	13,380.00
46	OSSI - MFR Client - MOBLAN Version (Report Writing Room) Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	5.00	84.05	420.25
47	OSSI - MFR Client Citation + 5 for Moblan Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	35.00	84.05	2,941.75
48	OSSI AVL Server Host License Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	6,618.78	6,618.78
49	OSSI Client AVL Mobile License - For Fire Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	18.00	25.21	453.78
50	OSSI - MCT Interface to Firehouse Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	1,418.31	1,418.31
51	OSSI Police to Citizen Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	2,101.20	2,101.20
52	OSSI - OPS CAD Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	4,202.40	4,202.40
53	OSSI - OPS RMS Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	4,202.40	4,202.40
54	OSSI Mobile Client Maps Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	101.00	33.62	3,395.62
Contract No. 090938				
55	OSSI Canine Module in MFR Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	2.00	52.95	105.90
Contract No. 100445				
56	OSSI - Interface to TDEX Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	252.14	252.14

Contract No. 120076

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Invoice

Company	Document No	Date	Page
LG	87876	10/Sep/2014	5 of 5

Bill To: City of Pearland (OSSI)
 Police Department
 2555 Cullen Parkway
 PEARLAND, TX 77581
 United States
 Attn: Accounts Payable

Ship To: City of Pearland (OSSI)
 Police Department
 2555 Cullen Parkway
 PEARLAND, TX 77581
 United States
 Attn: Accounts Payable

Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1 6025LG	City of Pearland (OSSI)		USD	NET30	10/Oct/2014

No	SKU Code/Description/Comments	Units	Rate	Extended
57	OSSI Additional CAD Console License Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	4.00	700.75	2,803.00
58	OSSI Additional CAD Map Display Client License Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	4.00	359.31	1,437.24
59	OSSI CAD Client AVL License Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	4.00	378.22	1,512.88
60	OSSI - LAN Client License for Message Switch Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	4.00	56.73	226.92

Page Total **5,980.04**

Remit Payment To: SunGard Public Sector Inc.
 Bank of America
 12709 Collection Center Drive
 Chicago, IL 60693

Subtotal	150,735.15
Sales Tax	0.00
Invoice Total	150,735.15
Payment Received	6,408.65
Balance Due	144,326.50

SUNGARD PUBLIC SECTOR

1000 Business Center Drive
 Lake Mary, FL 32746
 800-727-8088
 www.sungardps.com

Invoice

Company	Document No	Date	Page
LG	89367	10/Oct/2014	1 of 1

Bill To: City of Pearland
 Fire Marshall's Office
 2703 Veteran's Drive
 PEARLAND, TX 77584
 United States
 Attn: Justin Arnold 281-997-4167

Ship To: City of Pearland (OSSI)
 Police Department
 2555 Cullen Parkway
 PEARLAND, TX 77581
 United States
 Attn: Accounts Payable

Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1 6025LG	City of Pearland (OSSI)		USD	NET30	09/Nov/2014

No	SKU Code/Description/Comments	Units	Rate	Extended
Contract No. 130872				
1	OSSI Multi-Jurisdictional RMS Option Maintenance Start: 01/Nov/2014, End: 30/Sep/2015	1.00	605.92	605.92
2	OSSI Additional RMS Workstation License Maintenance Start: 01/Nov/2014, End: 30/Sep/2015	7.00	220.00	1,540.00
3	OSSI Additional RMS Map Display and Pin Mapping License Maintenance Start: 01/Nov/2014, End: 30/Sep/2015	7.00	29.33	205.31
Page Total				2,351.23

Remit Payment To: SunGard Public Sector Inc.
 Bank of America
 12709 Collection Center Drive
 Chicago, IL 60693

Subtotal	2,351.23
Sales Tax	0.00
Invoice Total	2,351.23
Payment Received	0.00
Balance Due	2,351.23

SUNGARD PUBLIC SECTOR

1000 Business Center Drive
 Lake Mary, FL 32746
 800-727-8088
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Invoice

Company	Document No	Date	Page
LG	88021	15/Sep/2014	1 of 4

Bill To: City of Pearland
 PO Box 2719
 PEARLAND, TX 77588-2719
 United States
 Attn: Claire Manthei 281-652-1600

Ship To: City of Pearland
 PO Box 2719
 PEARLAND, TX 77588-2719
 United States
 Attn: Claire Manthei 281-652-1600

Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1	2101LG	City of Pearland	USD	NET30	15/Oct/2014

No	SKU Code/Description/Comments	Units	Rate	Extended
Contract No. 070488				
22	Asset Management II Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	3,146.55	3,146.55
23	Continuing Property Records Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	2,001.39	2,001.39
Contract No. 071146				
24	OnePoint Point of Sale Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	1,113.64	1,113.64
Contract No. 071409				
25	Click2Gov - Case Management Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	3,004.72	3,004.72
Contract No. 071438				
26	CLICK2GOV BP Wireless Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	835.23	835.23
Contract No. 080075				
27	Human Resources Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	2,269.30	2,269.30
28	QRep Administrator Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	327.62	327.62
29	QRep Catalogs for HR Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	315.18	315.18
Contract No. 080743				
30	Cash Receipts Lock Box Interface Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	640.87	640.87
Contract No. 090458				
31	QRep End User Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	327.82	327.82
Contract No. 100694				
32	QRep End User Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	327.82	327.82
Contract No. 101305				

Page Total **14,310.34**

SUNGARD PUBLIC SECTOR

1000 Business Center Drive
 Lake Mary, FL 32746
 800-727-8088
 www.sungardps.com

Invoice

Company	Document No	Date	Page
LG	88021	15/Sep/2014	2 of 4

Bill To: City of Pearland
 PO Box 2719
 PEARLAND, TX 77588-2719
 United States
 Attn: Claire Manthei 281-652-1600

Ship To: City of Pearland
 PO Box 2719
 PEARLAND, TX 77588-2719
 United States
 Attn: Claire Manthei 281-652-1600

Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1	2101LG	City of Pearland	USD	NET30	15/Oct/2014

No	SKU Code/Description/Comments	Units	Rate	Extended
33	QRep End User Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	327.82	327.82
Contract No. 110655				
34	CIS Voice Response Interface Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	1,623.18	1,623.18
35	Delinquency Call Out Listing Interface Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	640.87	640.87
36	CIX IVR Credit Card Interface Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	640.87	640.87
Contract No. 120386				
37	QRep End User Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	318.27	318.27
Contract No. 20020169				
12	IVR - Selectron I/F - BP Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	1,255.47	1,255.47
Contract No. 20020784				
13	DMS - Document Management Services Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	1,040.09	1,040.09
Contract No. 20040417				
14	Click2Gov Core Embedded Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	1,134.85	1,134.85
15	Click2Gov Customer Information System Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	2,516.19	2,516.19
Contract No. 20050794				
16	Click2Gov - Building Permits Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	1,318.50	1,318.50
Contract No. 20051213				
17	P-Card Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	1,733.49	1,733.49
Contract No. 20061289				

SUNGARD PUBLIC SECTOR

1000 Business Center Drive
 Lake Mary, FL 32746
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Invoice

<i>Company</i>	<i>Document No</i>	<i>Date</i>	<i>Page</i>
LG	88021	15/Sep/2014	3 of 4

Bill To: City of Pearland
 PO Box 2719
 PEARLAND, TX 77588-2719
 United States
 Attn: Claire Manthei 281-652-1600

Ship To: City of Pearland
 PO Box 2719
 PEARLAND, TX 77588-2719
 United States
 Attn: Claire Manthei 281-652-1600

<i>Customer Grp/No.</i>	<i>Customer Name</i>	<i>Customer PO Number</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
1	2101LG	City of Pearland	USD	NET30	15/Oct/2014

<i>No</i>	<i>SKU Code/Description/Comments</i>	<i>Units</i>	<i>Rate</i>	<i>Extended</i>
18	QRep Administrator Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	327.82	327.82
19	QRep End User Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	4.00	327.82	1,311.28
20	QRep Catalogs for (GM, CX, BP, PR, PI, LX, CS) Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	7.00	315.18	2,206.26
Contract No. 20061414				
21	QRep Catalogs for (CE, WF) Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	2.00	315.18	630.36
Contract No. 6598				
1	Case Management Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	9,439.84	9,439.64
Contract No. 9612129				
2	CIS Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	10,700.36	10,700.36
3	Work Orders/Facilities Management Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	7,553.81	7,553.81
4	Cash Receipts - AS400 Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	2,390.12	2,390.12
5	GMBA with Extended Reporting Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	10,322.15	10,322.15
6	Payroll/Personnel Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	6,219.55	6,219.55
7	Purchasing/Inventory Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	6,167.02	6,167.02
8	BUILDING PERMITS Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	4,854.16	4,854.16
9	BUSINESS LICENSES Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	1,765.01	1,765.01

Page Total **63,687.54**

SUNGARD PUBLIC SECTOR

1000 Business Center Drive
 Lake Mary, FL 32746
 800-727-8088
 www.sungardps.com

Invoice

Company	Document No	Date	Page
LG	88021	15/Sep/2014	4 of 4

Bill To: City of Pearland
 PO Box 2719
 PEARLAND, TX 77588-2719
 United States
 Attn: Claire Manthei 281-652-1600

Ship To: City of Pearland
 PO Box 2719
 PEARLAND, TX 77588-2719
 United States
 Attn: Claire Manthei 281-652-1600

Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1	2101LG City of Pearland		USD	NET30	15/Oct/2014

No	SKU Code/Description/Comments	Units	Rate	Extended
10	LAND/PARCEL MANAGEMENT Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	3,582.55	3,582.55
11	Retrofit Modification Option Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	38.00	100.00	3,800.00

Page Total **7,382.55**

Remit Payment To: SunGard Public Sector Inc.
 Bank of America
 12709 Collection Center Drive
 Chicago, IL 60693

Subtotal	97,929.83
Sales Tax	0.00
Invoice Total	97,929.83
Payment Received	14,650.62
Balance Due	83,279.21

SUNGARD' PUBLIC SECTOR

1000 Business Center Drive
 Lake Mary, FL 32746
 800-727-8088
 www.sungardps.com

Invoice

Company	Document No	Date	Page
LG	67384	04/Sep/2014	1 of 1

Bill To: City of Pearland
 PO Box 2719
 PEARLAND, TX 77588-2719
 United States
 Attn: Claire Manthei 281-652-1600

Ship To: City of Pearland
 PO Box 2719
 PEARLAND, TX 77588-2719
 United States
 Attn: Claire Manthei 281-652-1600

Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1	2101LG	City of Pearland	USD	NET30	04/Oct/2014

No	SKU Code/Description/Comments	Units	Rate	Extended
Contract No. 071069				
1	Looking Glass - Centralized Address Manager Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	1,334.41	1,334.41
Contract No. 080868				
2	GTG LG GeoBlade Viewer Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	10.00	307.72	3,077.20

Page Total **4,411.61**

Remit Payment To: SunGard Public Sector Inc.
 Bank of America
 12709 Collection Center Drive
 Chicago, IL 60693

Subtotal	4,411.61
Sales Tax	0.00
Invoice Total	4,411.61
Payment Received	0.00
Balance Due	4,411.61

SUNGARD' PUBLIC SECTOR

1000 Business Center Drive
 Lake Mary, FL 32746
 800-727-8088
 www.sungardps.com

Invoice

Company	Document No	Date	Page
LG	89711	15/Sep/2014	1 of 1

Bill To: City of Pearland
 PO Box 2719
 PEARLAND, TX 77588-2719
 United States
 Attn: Claire Manthei 281-652-1600

Ship To: City of Pearland
 PO Box 2719
 PEARLAND, TX 77588-2719
 United States
 Attn: Claire Manthei 281-652-1600

Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1 2101LG	City of Pearland		USD	NET30	15/Oct/2014

No	SKU Code/Description/Comments	Units	Rate	Extended
Contract No. 20061289				
1	QRep Catalogs for (GM, CX, BP, PR, PI, LX) Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	6.00	315.18	1,891.08

Page Total 1,891.08

Remit Payment To: SunGard Public Sector Inc.
 Bank of America
 12709 Collection Center Drive
 Chicago, IL 60693

Subtotal	1,891.08
Sales Tax	0.00
Invoice Total	1,891.08
Payment Received	0.00
Balance Due	1,891.08

PSA Reference Number: RB# 88021

SUNGARD PUBLIC SECTOR

1000 Business Center Drive
 Lake Mary, FL 32746
 800-727-8088
 www.sungardps.com

Invoice

<i>Company</i>	<i>Document No</i>	<i>Date</i>	<i>Page</i>
LG	87385	04/Sep/2014	1 of 1

Bill To: City of Pearland
 3519 Liberty Drive
 PEARLAND, TX 77581
 United States
 Attn: Mike Masters

Ship To: City of Pearland
 PO Box 2719
 PEARLAND, TX 77588-2719
 United States
 Attn: Claire Manthei 281-652-1600

<i>Customer Grp/No.</i>	<i>Customer Name</i>	<i>Customer PO Number</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
1	2101LG	City of Pearland	USD	NET30	04/Oct/2014

No	SKU Code/Description/Comments	Units	Rate	Extended
Contract No. 20021118				
1	Looking Glass - Centralized Address Manager Maintenance Start: 01/Oct/2014, End: 30/Sep/2015	1.00	2,031.61	2,031.61

Page Total 2,031.61

Remit Payment To: SunGard Public Sector Inc.
 Bank of America
 12709 Collection Center Drive
 Chicago, IL 60693

Subtotal	2,031.61
Sales Tax	0.00
Invoice Total	2,031.61
Payment Received	0.00
Balance Due	2,031.61

New Business Item No. 2

- 2. Consideration and Possible Action – Resolution No. R2014-146 – A Resolution of the City Council of the City of Pearland, Texas, awarding a bid for construction services in the amount of \$3,669,000.00 to the Crain Group, LLC., for the construction of Fire Station No.2.**

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

AGENDA OF: November 24, 2014	ITEM NO.: Resolution No. R2014-146
DATE SUBMITTED: November 10, 2014	DEPT. OF ORIGIN: Capital Projects
PREPARED BY: Susan Johnson	PRESENTOR: Skipper Jones
REVIEWED BY: Jon R. Branson	REVIEW DATE: November 17, 2014
SUBJECT: Resolution No. R2014-146 - A Resolution of the City Council of the City of Pearland, Texas, awarding a bid for construction services in the amount of \$3,669,000.00 to the Crain Group, LLC., for the construction of Fire Station No.2.	
EXHIBITS: A – Engineer’s Recommendation, Bid Tab, and Location Map	
FUNDING: <input type="checkbox"/> Grant <input type="checkbox"/> Developer/Other <input type="checkbox"/> Cash <input type="checkbox"/> Bonds To Be Sold <input type="checkbox"/> Bonds- Sold <input type="checkbox"/> L/P – Sold <input type="checkbox"/> L/P – To Be Sold	
EXPENDITURE REQUIRED: \$3,669,000.00 AMOUNT BUDGETED: \$4,236,614.00 AMOUNT AVAILABLE: \$3,891,088 PROJECT NO.: FA1401 ACCOUNT NO.: 068-0000-565.03-00: \$3,175,444; 068-0000-565.45-00: \$493,556 ADDITIONAL APPROPRIATION REQUIRED: ACCOUNT NO.: PROJECT NO.:	
To be completed by Department: X Finance X Legal Ordinance X Resolution	

RECOMMENDED ACTION

Staff recommends that Council approve the Bid results, award the Contract for the construction of Fire Station No. 2 in the amount of \$3,669,000.00 to Crain Group, LLC.

EXECUTIVE SUMMARY

BACKGROUND

The City has made a significant commitment to upgrade Fire and EMS coverage, as reflected in the organizational change from an all-volunteer to a full-time employed force. As a part of that commitment the City is constructing several new Fire and EMS stations corresponding to recommendations contained in the Pietsch Master Fire Station Location Plan.

The existing Fire Station No. 2, located on McLean Rd., is almost 40 years old and has no accommodations for 24/7 staffing per the improvement program. Additionally, the existing facility was not constructed to provide shelter for crews during major weather events. The new Fire Station No. 2, to be located at 6050 Fite Rd. at Harkey Rd., is designed to accommodate a 24-hour operation including two Engine Companies and one EMS crew.

In November, 2013 Council awarded a contract to Brown Reynolds Watson Architects, Inc. (BRW) for the design of the new Fire Station No. 2. The new fire station is a close copy of Station No. 3 currently under construction on Yost Blvd.

SCOPE OF CONTRACT/AGREEMENT

The Project entails construction of a new one and one-half story Fire and EMS station of approximately 11,005 square feet to accommodate 24-hour operational needs, including three double deep pull-through apparatus bays, ten dorm rooms, lockers, restrooms, kitchen/dining area, day room, exercise room, offices, storage, and a communications room with alerting and security systems. The apparatus bays include support areas for EMS storage, maintenance/repair, gear storage, and SCBA storage and maintenance. The facility is designed to meet 140 mph three-second wind loads per City-wide emergency response facility standards.

BID AND AWARD

The project was advertised October 9th and October 16th of 2014. A mandatory pre-proposal conference was held October 21st, 2014 which was attended by seven general contractors and one subcontractor. Sealed Competitive Proposals were opened on October 30th, 2014 via the E-Bid system. Three proposals were received for the project ranging from \$3,669,000.00 to \$4,156,000.00. The low bid, submitted by Crain Group, LLC, was approximately 4% above the Engineer's estimated construction cost of \$3,519,239.00, but was approximately 10% below the next lowest bid.

Although Fire Station 2 was designed with the same basic floor plan as Fire Station 3, site specific requirements increased the overall square footage approximately 305 square feet (totaling 11,005 square feet) adding approximately \$94,000. Site drainage and zoning requirements (on-site detention pond, curbside drainage, and a screening wall totaling approximately \$105,000) account for approximately \$200,000 of the cost increase over Station #3. The balance of additional costs appear to be related to construction price increases seen throughout the industry.

However, cost savings obtained by re-use of the original floor plan and favorable land purchase costs have allowed these increases to be absorbed by the project budget without requiring additional funding.

Crain Group, LLC, a local Pearland company, has successfully performed several jobs for the City of Pearland, including construction of Fire Station 5 and is currently constructing Fire Station 3 and the Shadow Creek Ranch Park facility. The design consultant, BRW, completed a reference check and found no performance or financial issues either pending or historically and had no issues with the current fire station work. See attached Letter of Recommendation.

SCHEDULE

Award of the construction contract is planned to be followed by a Pre-Construction conference held the week of December 1st, 2014, and issuance of the Notice to Proceed (NTP) at that same meeting. Barring weather delays, substantial completion for the work will be two hundred forty (240) days (early Sept. 2015) with final completion two hundred seventy (270) days (early Nov.) from NTP.

POLICY/GOAL CONSIDERATION

The construction of the new Fire Station 2 was specifically identified in the 2015-2019 CIP and is a component of Council goals to move to a full time professional Emergency Services.

CURRENT AND FUTURE CIP FUNDING /FINANCIAL IMPACTS/DEBT SERVICE

Year	To Date	2015	2016	2017	2018	Total
Budget	\$ 4,236,614					\$ 4,236,614
Prior Expenditures						
PER	5,500					5,500
Land/ROW	119,916					119,916
Design/Survey	216,510					216,510
Construction						-
FF&E						-
Current Request						
Construction		3,669,000				3,669,000
Future Expenditures						
PER						-
Land/ROW						-
Design/Survey						-
Construction		30,000				30,000
FF&E		150,000				150,000
Total Expenditures	\$ 341,926	\$ 3,849,000	\$ -	\$ -	\$ -	\$ 4,190,926
Remaining Balance	\$ 3,894,688	\$ 45,688	\$ 45,688	\$ 45,688	\$ 45,688	\$ 45,688

Debt Sold						
Debt to Be Sold						
Annual Debt Service						

O&M IMPACT INFORMATION

2014	2015	2016	2017	2018
	\$ 461,423	\$ 947,987	\$ 973,882	\$ 1,000,555

RESOLUTION NO. R2014-146

A Resolution of the City Council of the City of Pearland, Texas, awarding a bid for construction services in the amount of \$3,669,000.00 to the Crain Group, LLC., for the construction of Fire Station No.2.

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

Section 1. That bids were obtained for roof repairs to Fire Station No. 4.

Section 2. That the City Council hereby awards a bid to the Crain Group, LLC., in the total amount of \$3,669,000.00.

Section 3. The City Manager or his designee is hereby authorized to execute a contract for the construction of Fire Station No. 2.

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

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

EXHIBIT A

RECOMMENDATION LETTER

WITH BID TABULATION AND SITE MAP



2700 EARL RUDDER FRWY S
SUITE 4000
COLLEGE STATION, TX
77845
979-694-1791
FAX 694-8293
WWW.BRWARCH.COM

November 5, 2014

Susan Johnson
Project Coordinator
City of Pearland
3519 Liberty Drive
Pearland, TX 77581

Ms. Johnson,

On October 30, 2014, the City of Pearland received three (3) proposals for the new City of Pearland Fire Station 2. BRW and City staff conducted a thorough review of the bid proposals, contractor's qualifications including contacting references. Based on the evaluation criteria for award of this contract, Crain Group, LLC, a local Pearland company, was identified as the most qualified contractor and provide the best value for the City of Pearland. Crain Group, LLC demonstrated that they have experience in this project type, working with Municipalities including the City of Pearland on previous and current projects, are sound financially and have resources and personnel to complete the project. They have an excellent safety record and quality assurance plan.

As a result of this review, it is BRW's opinion to recommend to the City of Pearland the contract award for the bid amount of \$3,669,000.00 to Crain Group, LLC at the lowest price and best value to the City.

Sincerely,

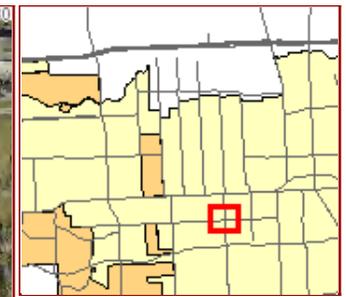
Lisa Andel, Assoc. AIA
Project Manager

Bid No. 0414-37 Addendum 3 - City of Pearland Fire Station No. 2

Closing Date: October 30, 2014

Line	Description	UOM	QTY	Crain Group, L.L.C.		Guy Hopkins Construction Co., Inc.		Comex Corporation	
				Unit	Extended	Unit	Extended	Unit	Extended
1	General Items		1	\$3,669,000.00	\$3,669,000.00	\$4,100,000.00	\$4,100,000.00	\$4,156,000.00	\$4,156,000.00
1.1	Mobilization (Not to exceed 3%) (01505)	LS	1	\$110,000.00		\$123,000.00		\$120,000.00	
1.2	Construct a new one and one-half story fire station of approximately 11,005 square feet complete, including living quarters, apparatus bays, HVAC, electrical and plumbing systems, site work, drainage and paving.	LS	1	\$3,559,000.00		\$3,977,000.00		\$4,036,000.00	
Total					\$3,669,000.00		\$4,100,000.00		\$4,156,000.00

Fire Station No. 2



Legend

Project Location

-  Drainage
-  Facilities
-  Parks
-  Transportation
-  Wastewater
-  Water



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

Scale 1:3,872
1 in = 323 ft
November 12, 2014



New Business Item No. 3

- 3. Consideration and Possible Action– Resolution No. R2014-147 – A Resolution of the City Council of the City of Pearland, Texas, appointing one (1) representative and one (1) alternate to the Houston-Galveston Area Council 2015 General Assembly and Board of Directors.**

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

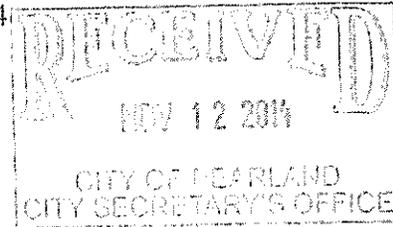
AGENDA OF: 11-24-14	ITEM NO.: Resolution No. R2014-147
DATE SUBMITTED: 11-17-14	DEPARTMENT OF ORIGIN: Legal
PREPARED BY: Darrin Coker	PRESENTOR: Mayor Reid
REVIEWED BY: Darrin Coker	REVIEW DATE: NA
SUBJECT: A Resolution of the City Council of the City of Pearland, Texas, appointing one (1) representative and one (1) alternate to the Houston-Galveston Area Council 2015 General Assembly and Board of Directors.	
EXHIBITS: R2014-147	
EXPENDITURE REQUIRED: AMOUNT AVAILABLE: ACCOUNT NO.:	AMOUNT BUDGETED: PROJECT NO.:
ADDITIONAL APPROPRIATION REQUIRED: ACCOUNT NO.: PROJECT NO.:	
To be completed by Department: <input type="checkbox"/> Finance <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution	

EXECUTIVE SUMMARY

See attached memo from HGAC.



November 7, 2014



The Honorable Tom Reid
Mayor
City of Pearland
3519 Liberty Dr
Pearland, TX 77581

Dear Mayor Reid:

I am writing regarding the appointment of City of Pearland's representative to H-GAC's 2015 General Assembly and Board of Directors.

H-GAC's Bylaws authorize each member city with a population of at least 25,000 but not in excess of 99,999 according to the last preceding Federal Census (2010) to select one member of its governing body as its representative and one member of its governing body as an alternate to the H-GAC General Assembly.

H-GAC's Bylaws also stipulate that your Board of Directors representative shall be the General Assembly delegate. Therefore, the official chosen to serve as the General Assembly representative will also be designated to serve on H-GAC's Board of Directors.

I have enclosed the appropriate form for your convenience.

The 2015 designated representatives begin their terms of office at the first of January 2015.

If more information concerning General Assembly and Board of Directors membership would be useful, please contact me or Rick Guerrero at 713-993-4598. Thanks for your help in selecting H-GAC's 2015 General Assembly and Board of Directors.

Sincerely,

Jack Steele

JS/kam

Enclosure
cc: City Secretary

RESOLUTION NO. R2014-147

A Resolution of the City Council of the City of Pearland, Texas, appointing one (1) representative and one (1) alternate to the Houston-Galveston Area Council 2015 General Assembly and Board of Directors.

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

Section 1. That the following be and are hereby designated as the representative and alternate of the General Assembly of the Houston-Galveston Area Council for the year 2015:

REPRESENTATIVE: Mayor Tom Reid

ALTERNATE:

Section 2. That said individuals are hereby, designated as the representative and alternate to the Board of Directors of the Houston-Galveston Area Council for the year 2015.

Section 3. That the Executive Director of the Houston-Galveston Area Council be notified of the designation of the hereinabove named representative and alternate.

PASSED, APPROVED, and ADOPTED this the ____ day of _____, 2014.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

New Business Item No. 4

- 4. Consideration and Possible Action – First Reading of Ordinance No. 2000M-126** – An Ordinance of the City Council of the City of Pearland, Texas, amending Ordinance No. 2000M, the zoning map of the City of Pearland, Texas, for the purpose of changing the classification of certain real property, being 26.524 acres of land located in the Thomas J. Green Survey, Abstract No. 198, Brazoria County, Texas, more particularly being a portion of the residue of that certain called 140.6899 acre tract conveyed to Martha Alexander Crouch by instrument of record in Volume 1595, Page 422 of the Deed Records of said Brazoria County (B.C.D.R.) and a portion of the residue of that certain called 172.0566 acre tract conveyed to Robert L. Alexander by instrument of record in Volume 1725, Page 193 (B.C.D.R.), Brazoria County, Texas (generally **located at the southeast corner of Pearland Pkwy. and Barry Rose Rd., Pearland, Texas**), **Zone Change 2014-11Z**; a request of Salim Obeid, LJA Engineering, applicant; on behalf of Robert Lee Alexander, owner; by his attorney A.G.Crouch; for approval of a change in zoning from Office Professional (OP), General Business (GB) and Single Family Residential 2 (R2) to a non-residential Planned Development (PD) known as Pearland Marketplace on approximately 26.5 acres of land, providing for an amendment of the zoning district map; containing a savings clause, a severability clause and an effective date and other provisions related to the subject.

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

AGENDA OF: November 24, 2014	ITEM NO.: Ordinance No. 2000M-126
DATE SUBMITTED: November 18, 2014	DEPT. OF ORIGIN: Planning
PREPARED BY: Johnna Matthews	PRESENTOR: Lata Krishnarao
REVIEWED BY: Lata Krishnarao	REVIEW DATE: November 19, 2014

SUBJECT: Ordinance No. 2000M-126 - An ordinance of the City Council of the City of Pearland, Texas, amending Ordinance No. 2000M, the zoning map of the City of Pearland, Texas, for the purpose of changing the classification of certain real property, being 26.524 acres of land located in the Thomas J. Green Survey, Abstract No. 198, Brazoria County, Texas, more particularly being a portion of the residue of that certain called 140.6899 acre tract conveyed to Martha Alexander Crouch by instrument of record in Volume 1595, Page 422 of the Deed Records of said Brazoria County (B.C.D.R.) and a portion of the residue of that certain called 172.0566 acre tract conveyed to Robert L. Alexander by instrument of record in Volume 1725, Page 193 (B.C.D.R.), Brazoria County, Texas (generally located at the southeast corner of Pearland Pkwy. and Barry Rose Rd., Pearland, Texas), Zone Change 2014-11Z; a request of Salim Obeid, LJA Engineering, applicant; on behalf of Robert Lee Alexander, owner; by his attorney A.G.Crouch; for approval of a change in zoning from Office Professional (OP), General Business (GB) and Single Family Residential 2 (R2) to a non-residential Planned Development (PD) known as Pearland Marketplace on approximately 26.5 acres of land, providing for an amendment of the zoning district map; containing a savings clause, a severability clause and an effective date and other provisions related to the subject.

ATTACHMENTS: Ordinance No. 2000M- 126 and Exhibits (Exhibit A – Legal Description; Exhibit B – Location Map; Exhibit C - Legal Ad; Exhibit D- Planning and Zoning Commission Recommendation Letter; Exhibit E – Pearland Marketplace PD)
Joint Public Hearing Packet (7.21.14)

EXPENDITURE REQUIRED: N/A	AMOUNT BUDGETED: N/A
AMOUNT AVAILABLE: N/A	PROJECT NO.: N/A
ACCOUNT NO.: N/A	

ADDITIONAL APPROPRIATION REQUIRED: N/A
ACCOUNT NO.: N/A
PROJECT NO.: N/A

To be completed by Department:

Finance

Legal

Ordinance

Resolution

EXECUTIVE SUMMARY

The applicant proposes to change the zoning of an approximately 26.5 acre site, out of a called 42.6 acres of land, from Office and Professional (OP), General Business (GB) and Single Family Residential -2 (R-2) to a non-residential Planned Development (PD) known as Pearland Marketplace located at the southeast corner of Pearland Parkway and Barry Rose Road. The proposed development will comply with the standards of the General Business (GB) zoning district and the Corridor Overlay District (COD) standards, with minor deviations, including a list of prohibited uses identified as Exhibit F of the PD document. Pearland Marketplace will be developed with a mix of neighborhood service retail and pad sites that will be anchored with a grocery store. Each building will include a percentage of stone and/or brick material. Pearland Marketplace is proposed to be developed in three (3) phases. Proposed amenities include a retail plaza with outdoor seating; ornamental lighting; a detention area with enhanced landscaping and a 6-foot concrete pedestrian trail along the edge of the detention basin with 2 park benches, which will tie into Barry Rose Road along the access road; avenue entrances with tree-lined driveways accented with flowering shrubs and trees; enhanced pavers; and pedestrian connectivity throughout the site.

At the joint public hearing on July 21, 2014, nearby residents voiced concerns about the proposed retail use and the potential of abandonment of the retail space similar to existing unoccupied retail space in Pearland which contribute to vandalism, crime, etc.; traffic and congestion; disturbance of habitat due to development of the property; lighting standards; noise within close proximity to single family homes; hours of loading and unloading; flooding; and the fact that it was unknown if the detention pond would retain water or if it would remain dry. Chairman Henry Fuertes indicated that the screening wall would possibly mitigate nearby concerns regarding lighting and noise.

The applicant indicated that if an 8-foot masonry wall is the recommendation of the Planning and Zoning Commission to achieve screening between the proposed development and Banbury Crossing Subdivision, that he would prefer a dry bottom pond. He also mentioned neighborhood concerns based on previous neighborhood meetings, regarding wet ponds and mosquitos, etc.

Discussion also ensued regarding the existing zoning of GB, OP and R2, and when the aforementioned zoning designations were applied to the property. After researching the subject, staff has determined that the subject property was annexed into the city in

1960. Twenty-six (26) years later; in 1986, with the adoption of the City of Pearland's first Land Use Ordinance, which established the first zoning guidelines in the City, the subject property was zoned as is today; GB, OP and R2. The original 1986 zoning map is attached.

Access to the site will include two (2) primary entry driveways located along Pearland Parkway and three (3) located along Barry Rose Road. A note was added to the PD on page 1, B.1 stating that the location and number of entry driveways and any additional traffic improvements are subject to change upon review and approval of a traffic impact analysis (TIA).

PUBLIC NOTIFICATION: Public notices, comment forms, and a vicinity map were mailed to the applicant as well as property owners within 200 feet of the subject property under consideration for the zone change. Staff received three (3) notices in support of the request; one of which was returned by the property owner of the subject property. A letter was also received from a nearby resident outside of the 200 foot area, who is generally in support of the proposal, however, has concerns as identified above.

PLANNING AND ZONING COMMISSION DISCUSSION: At the regular meeting of the Planning and Zoning Commission on July 21, 2014, Planning and Zoning Commissioner Derrick Reed amended the original motion of approval to include the following conditions to help address neighborhood concern. The motion was seconded by Commissioner Mary Starr. The motion passed 6/0 with Planning and Zoning Commissioners Henry Fuertes, Daniel Tunstall, Elizabeth McLane, Derrick Reed, Ginger McFadden and Mary Starr all in favor. Commissioner Linda Cowles was not present.

1. A 25-foot unobstructed buffer and an 8ft. masonry wall is required to meet residential adjacency standards, where the proposed development will abut the existing single family subdivision, Banbury Cross.

Exhibit D-1 of the PD document illustrates a 25-foot landscape buffer along a portion of the property line near Banbury Cross Subdivision, with an 8-foot masonry wall. The remaining property line adjacent to Banbury Cross Subdivision includes a 100-foot area which includes the proposed dry detention and an 8-foot masonry wall.

2. The proposed dry detention shall include enhanced landscaping and a walking trail. A landscape plan was requested for the detention area.

Exhibit D-1 illustrates enhanced landscaping around the detention area, including a continuous row of shrubs along the southern most boundary of the detention area, continuing along the detention area adjacent to Barry Rose Road, with heavy screening where the detention area is located directly behind the proposed 120,000 square foot building, including evergreen and medium sized trees. A 5-foot concrete trail along the edge of the detention basin and along Barry Rose Road is shown, which includes 2 park benches.

STAFF RECOMMENDATION: Staff recommends approval of the change in zoning of the 26.5 acres from OP, R2 and GB to a non-residential PD; Pearland Marketplace, with an overlay zoning district of GB and compliance with the COD standards, and with conditions as listed below, for the following reasons.

1. Most of the property included within the PD is located within the GB zoning district, and as such would allow any use that is a permitted use without any further approvals. The proposed PD as a zoning alternative helps to facilitate development of this site as per the applicant's desires while addressing various concerns, including incompatibility of certain uses in close proximity to existing single family residential developments. The applicant has restricted a number of uses which may be perceived as incompatible. These uses include various auto-related uses, hotels/motels. See Exhibit F of the PD for a full list of prohibited uses.
2. The proposed change is in accord with existing/proposed plans for providing public facilities. Residential uses are not proposed at this time for this development, and therefore should have no impact on the public school system.
3. The proposed development will not negatively impact the existing single family subdivisions. Adequate screening between the site and the existing single family subdivision, Banbury Crossing is proposed.

Conditions:

1. Clarification is required regarding the difference between Exhibit D-1 (Design Plan) and Exhibit D-2 (Design Plan). It appears that they are similar.
2. Page 1, B4 of the PD states that the concrete trail along the edge of the detention basin is proposed to be 6-foot wide. However, Exhibit D-3 (Conceptual Landscape Plan) illustrates a 5-foot concrete trail. Please correct Exhibit D-3 to show a 6-foot wide concrete trail.
3. The original Exhibit D of the PD has been revised. Table of Contents needs to be updated to reflect the updated exhibits.
4. There is reference to an Exhibit M in the Table of Contents and within the PD document and there is no Exhibit M included. If there is an Exhibit M, please provide it and label it as Exhibit "H" for consistency in the "numbering" of exhibits. The Table of Contents includes reference to Exhibit A, B, C, D, E, F, G, M.

5. Revise the date on the PD cover to reflect the latest submission of October 28, 2014.

Original 1986 Zoning Map

Ordinance No. 2000M-126

An ordinance of the City Council of the City of Pearland, Texas, amending Ordinance No. 2000M, the zoning map of the City of Pearland, Texas, for the purpose of changing the classification of certain real property, being 26.524 acres of land located in the Thomas J. Green Survey, Abstract No. 198, Brazoria County, Texas, more particularly being a portion of the residue of that certain called 140.6899 acre tract conveyed to Martha Alexander Crouch by instrument of record in Volume 1595, Page 422 of the Deed Records of said Brazoria County (B.C.D.R.) and a portion of the residue of that certain called 172.0566 acre tract conveyed to Robert L. Alexander by instrument of record in Volume 1725, Page 193 (B.C.D.R.), Brazoria County, Texas (**generally located at the southeast corner of Pearland Pkwy. and Barry Rose Rd., Pearland, Texas**), Zone Change 2014-11Z; a request of Salim Obeid, LJA Engineering, applicant; on behalf of Robert Lee Alexander, owner; by his attorney A.G.Crouch; for approval of a change in zoning from Office Professional (OP), General Business (GB) and Single Family Residential 2 (R2) to a non-residential Planned Development (PD) known as Pearland Marketplace on approximately 26.5 acres of land, providing for an amendment of the zoning district map; containing a savings clause, a severability clause and an effective date and other provisions related to the subject.

WHEREAS, Salim Obeid, LJA Engineering, applicant; on behalf of Robert Lee Alexander, owner; by his attorney A.G.Crouch; is seeking approval of a change in zoning from Office and Professional (OP), General Business (GB) and Single Family Residential 2 (R-2) to a non-residential Planned Development (PD) known as Pearland Marketplace, with an overlay district of GB, on approximately 26.5 acres of land; said property being legally described in the original application for amendment attached hereto and made a part hereof for all purposes as Exhibit "A" and more graphically depicted in the location map identified as Exhibit "B"; and

WHEREAS, on the 21st day of July, 2014, a Joint Public Hearing was held before the Planning and Zoning Commission and the City Council of the City of Pearland, Texas, notice being given by publication in the official newspaper of the City, the affidavit of publication being attached hereto and made a part hereof for all purposes as Exhibit "C", said call and notice being in strict conformity with provisions of

Section 1.2.2.2 of Ordinance No. 2000T; and

WHEREAS, on the 22nd day of July, 2014, the Planning and Zoning Commission of the City submitted its report and recommendation to the City Council regarding the zone change application of Salim Obeid, LJA Engineering, applicant; on behalf of Robert Lee Alexander, owner; by his attorney A.G.Crouch, for approval of a change in zoning from Office and Professional (OP), General Business (GB) and Single Family Residential 2 (R-2) to a non-residential Planned Development (PD) known as Pearland Marketplace, with an overlay zoning district of GB, on approximately 26.5 acres of land, said recommendation attached hereto and made a part hereof for all purposes as Exhibit "D" and said PD attached as Exhibit "E;" and

WHEREAS, upon receipt of the report from the Planning and Zoning Commission, City Council considered this application and the recommendation of the Planning and Zoning Commission at regular meetings on the 24th day of November 2014 and the 8th day of November 2014; and

WHEREAS, the City Council having fully heard the testimony and argument of all interested parties, and having been fully advised in the premises, finds that in the case of the application of Salim Obeid, LJA Engineering, applicant; on behalf of Robert Lee Alexander, owner; by his attorney A.G.Crouch, for approval of a change in zoning from Office and Professional (OP), General Business (GB) and Single Family Residential 2 (R-2) to a non-residential Planned Development (PD) known as Pearland Marketplace, with an overlay district of GB, on approximately 26.5 acres of land, presented which, in the judgment of the City Council, would justify the approval of said application; now, therefore,

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

Section I. The following described property located within the corporate City Limits of the City of Pearland, Texas, and presently located within the Office and Professional (OP), General Business (GB) and Single Family Residential 2 (R-2), is hereby granted a change in zoning to the Pearland Marketplace PD, with an overlay district of General Business (GB), in accordance with all conditions and requirements of the current Unified Development Code and incorporated for all purposes, such property being more particularly described as:

Being 26.524 acres of land located in the Thomas J. Green Survey, Abstract No. 198, Brazoria County, Texas, more particularly being a portion of the residue of that certain called 140.6899 acre tract conveyed to Martha Alexander Crouch by instrument of record in Volume 1595, Page 422 of the Deed Records of said Brazoria County (B.C.D.R.) and a portion of the residue of that certain called 172.0566 acre tract conveyed to Robert L. Alexander by instrument of record in Volume 1725, Page 193 (B.C.D.R.), Brazoria County, Texas

GENERAL LOCATION: Southeast corner of Pearland Parkway and Barry Rose Road, Pearland, TX

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

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

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

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

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

PASSED, APPROVED, and ADOPTED on First Reading this 24th day of November, 2014.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

PASSED, APPROVED, and ADOPTED on Second and Final Reading this 8th day of December, 2014.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

Exhibit A
Legal Description

Being 26.524 acres of land located in the Thomas J. Green Survey, Abstract No. 198, Brazoria County, Texas, more particularly being a portion of the residue of that certain called 140.6899 acre tract conveyed to Martha Alexander Crouch by instrument of record in Volume 1595, Page 422 of the Deed Records of said Brazoria County (B.C.D.R.) and a portion of the residue of that certain called 172.0566 acre tract conveyed to Robert L. Alexander by instrument of record in Volume 1725, Page 193 (B.C.D.R.), Brazoria County, Texas

**Exhibit B
Location Map**



**Exhibit C
Legal Ad**

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

ZONE CHANGE APPLICATION NUMBER: 2014-11Z

Notice is hereby given that on July 21, 2014 at 6:30 p.m., the City Council and Planning and Zoning Commission of the City of Pearland, in Brazoria, Harris and Fort Bend Counties, Texas, will conduct a joint public hearing in the Council Chambers of City Hall, located at 3519 Liberty Drive, Pearland, Texas, at the request of Salim Obeid, LJA Engineering, applicant; on behalf of Robert Lee Alexander, owner; by his attorney A.G.Crouch; for approval of a change in zoning from Office Professional (OP), General Business (GB) and Single Family Residential 2 (R2) to a non-residential Planned Development (PD) known as Pearland Marketplace on approximately 26.5 acres of land, more specifically described as follows:

Being 26.524 acres of land located in the Thomas J. Green Survey, Abstract No. 198, Brazoria County, Texas, more particularly being a portion of the residue of that certain called 140.6899 acre tract conveyed to Martha Alexander Crouch by instrument of record in Volume 1595, Page 422 of the Deed Records of said Brazoria County (B.C.D.R.) and a portion of the residue of that certain called 172.0566 acre tract conveyed to Robert L. Alexander by instrument of record in Volume 1725, Page 193 (B.C.D.R.), Brazoria County, Texas

General Location: Southeast corner of Pearland Parkway and Barry Rose Road, Pearland, TX

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

Johnna Matthews
City Planner

Exhibit D
Planning and Zoning Commission Recommendation Letter



Planning & Zoning Commission

July 22, 2014

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

Re: Recommendation on Zone Change Application No. 2014-11Z, Pearland Marketplace Planned Development (PD)

Honorable Mayor and City Council Members:

At their meeting on June 17, 2014, the Planning and Zoning Commission considered the following:

A request of Salim Obeid, LJA Engineering, applicant; on behalf of Robert Lee Alexander, owner; by his attorney A.G.Crouch; for approval of a change in zoning from Office Professional (OP), General Business (GB) and Single Family Residential 2 (R2) to a non-residential Planned Development (PD) known as Pearland Marketplace on approximately 26.5 acres of land, to wit:

Legal Description: Being 26.524 acres of land located in the Thomas J. Green Survey, Abstract No. 198, Brazoria County, Texas, more particularly being a portion of the residue of that certain called 140.6899 acre tract conveyed to Martha Alexander Crouch by instrument of record in Volume 1595, Page 422 of the Deed Records of said Brazoria County (B.C.D.R.) and a portion of the residue of that certain called 172.0566 acre tract conveyed to Robert L. Alexander by instrument of record in Volume 1725, Page 193 (B.C.D.R.), Brazoria County, Texas

General Location: Southeast corner of Pearland Parkway and Barry Rose Road, Pearland, TX

After staff presentation, discussion ensued regarding the residential adjacency screening standards. Staff advised that there are two options. The first being a 25-foot unobstructed buffer and a maximum 8-foot masonry screening wall and the second option is a 30-foot vegetative screen, dense enough to be completely opaque year round. Chairman Henry Fuertes indicated that the screening wall would possibly mitigate nearby concerns regarding lighting and noise.

Discussion also ensued regarding the detention area and if proposed to be wet or dry bottom. The applicant indicated that if the 8-foot wall is the recommendation of the Planning and Zoning Commission, that he would prefer a dry bottom pond. He also mentioned neighborhood concerns based on previous neighborhood meetings, regarding wet ponds and mosquitos, etc.

Commissioner Derrick Reed amended the original motion of approval to include the following conditions. The motion was seconded by Commissioner Mary Starr. The motion passed 6/0 with Planning and Zoning Commissioners Henry Fuertes, Daniel Tunstall, Elizabeth McLane, Derrick Reed, Ginger McFadden and Mary Starr all in favor. Commissioner Linda Cowles was not present.

1. A 25-foot buffer including an 8-foot masonry wall where the development abuts the existing single family subdivision, Banbury Cross; and
2. The proposed dry detention shall include enhanced landscaping and a walking trail. A landscape plan was requested for the detention area.

Sincerely,

Johnna Matthews

City Planner

On behalf of the Planning and Zoning Commission

Exhibit E
Pearland Marketplace Planned Development

See Following Pages

**Planned Development for
Pearland Marketplace**

**Prepared For
Milestone Properties**

**LJA Engineering, Inc.
July 2014**

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I. INTRODUCTION

A. Description of the Subject Property

Pearland Marketplace is located at the south corner of the intersection of Pearland Parkway and Barry Rose Road. The site is a 26.524 Acre property out of ±46.0 acres bounded the southeast by the existing Banbury Cross Section IV subdivision, bounded on the southwest by the existing Alexander Landing Section 4 subdivision, bounded on the northeast by Pearland Parkway and bounded on the northwest by Barry Rose Road. The site is currently vacant. Milestone Properties has contracted to buy and develop the site. Refer to Exhibit A – Project Location. Refer to Exhibit B, for legal description.

B. Description of Proposed Development.

Pearland Marketplace will be developed as a mix of neighborhood service retail and pad sites that will be anchored with a grocery store. The site is designed to maximize the separation of pedestrian and vehicular circulation allowing safe and easy access to these services while enhancing the overall development. Key elements of the overall site plan include:

1. Vehicular access to the site will include two primary entry driveways located along Pearland Parkway and three located along Barry Rose Rd., which allow easy vehicular access throughout the site. These primary driveways are accented with special paving, landscaping, signage and monumentation at the entrances, intersections and terminus creating points of interest at the main activity nodes throughout the site creating a cohesive development with a unified theme. Other areas accented with special paving, landscaping and/or monumentation include the secondary driveway entrances, pedestrian crossings, and main entrances to the grocery store. Special paving shall consist of Pave Stone pavers or equal. Refer to Exhibit E - Special Paving Images. The location and number of entry driveways and any additional traffic improvements are subject to change upon review and approval of a traffic impact analysis.
2. The primary retail plaza is located close to Pearland Parkway and will provide the development with an accessible outdoor urban public space that will be accented with landscaping, site furnishings and is adjacent to an open space area. The plaza is located on the Northeast end of the retail building providing shade in the afternoon making it suitable location for a restaurant or café that provides outdoor dining. It is a generous size and will function as a multi-use area. The opposite end of the retail building includes a smaller plaza with access to and views of the trail along the detention basin. This location with access to the trail would also be ideal for outdoor dining, café or a coffee house. Refer to Exhibit G - Examples of Site Furnishings
3. Pedestrians can access the site along Pearland Parkway and Barry Rose Rd. at the primary and secondary driveways. Access is provided for the neighborhood to the South at the end of Westminster Rd. tying in with the primary retail plaza. Primary pedestrian circulation through the site is along a 6' wide sidewalk located along one side of the primary and secondary driveways. The retail building and grocery store also provide pedestrian circulation and paving along their façade.
4. A 6' wide concrete pathway will be located along the edge of the detention basin providing additional access and recreational opportunities for the retail center and the adjacent neighborhood. This pathway will also tie into Barry Rose Rd. along the access road. The pathway will be planted with shade trees along the path and accented with flowering trees. Refer to Exhibit D2 for tree and pathway locations.

5. While the approach to the landscape design is typical for this type of development, the planting strategy and the amount of planting exceed what is typical enhancing the development and making it unique. The landscape design includes tree lined driveways and sidewalks creating an “avenue” effect that is pleasant for pedestrians and vehicles. Driveway entrances, key intersections, pedestrian crossings and pedestrian plazas are accented with flowering shrubs and trees. The parking lots are primarily planted with shade trees while high activity areas are accented with flowering trees. Shrubs screen the parking areas from the main driveways and the public street.
6. The landscaping area will include a combination of shrubs and trees near the detention facility and will enhance the screening of the center along the southeastern property line. The detention ponds have been strategically located to provide the maximum buffering from the proposed development to the adjoining residential area coupled with the park like walking trails along the pond.
7. Proposed tenants will include a 120,000 square foot anchor grocer, fast food restaurants, national retail tenants and multiple pad sites occupied by national restaurants, banks, and/or stand alone retail uses. There will be two reserve sites for future development by uses included within the PD.
8. All parking areas will be constructed of concrete to enhance the quality and longevity of the project and specific areas will receive decorative paving for site enhancement and connectivity. Refer to Exhibit E for examples of paving designs.
9. The proposed landscaping and open space shown on the site plan will be 15% of the total gross area of the project including the proposed detention ponds and various pockets of landscaping.

C. Describe the area of land in acreage.

The total land area is 26.524 acres. Refer to Exhibit A – Site Location and Exhibit B – Survey and Legal Description.

D. A statement as to the purpose and intent of the PD district established therein.

The purpose and intent of the PD district is to facilitate the design and implementation of a retail development that is designed to aesthetically complement the adjacent residential and commercial areas.

II. ZONING AND LAND USE

A. Describe the existing zoning districts and the boundaries of said districts.

There are four existing zoning areas for the tract consisting of an Office-Professional PD prepared for New Life Lutheran Church, R-2, general business (GB), and office-professional (OP). Refer to Exhibit C –Existing Zoning Map.

B. Describe the base zoning district(s) to be overlaid.

The PD is proposed to be based upon general business zoning district (GB).

C. The general standards applicable to development within the district

The site, regardless of zoning district, is located on Pearland Parkway, a designated corridor within the Corridor Overlay District. The Corridor Overlay District affects any tract located

along specified major thoroughfares in Pearland. The project complies with the GB and the COD districts. The COD is discussed further in Section III of this document. Other aspects of the project such as the parking, signage, lighting, etc. are discussed further in Section III of this document.

The management of the project will be overseen by a professional commercial property manager with expertise in maintenance and continuity of the common areas. The phasing plan is discussed further in Section V of this document.

Standards within Zoning District Table

	GB
Density	None listed
Lot Area (Min.)	22,500 sq. ft.
Lot Width (Min.)	150'
Lot Depth (Min.)	125'
Lot Coverage	None listed
Building Height	45'
Front Setback	25'
Side Setback	10' or 25' if abuts residential
Rear Setback	25'

1. Provide the percentage of use in each zoning classification.

The land use in the overall project is 100% commercial/retail/detention and will be in accordance with the land uses permitted in GB zone, except for prohibited uses listed below. There is no parkland dedication requirement, and there are no public streets located internally to the project.

2. Prohibited Uses

Currently, the GB zone allows for several uses that are not suited for a retail development. Exhibit F is a list of all the prohibited uses that otherwise are allowed in the GB zone.

D. The permitted, conditional and accessory uses authorized in the district, the location of such uses, the residential densities or other measurements of development intensity associated with base districts or phases of the development in conformance with the approved Design Plan.

Pearland Marketplace is a proposed retail/commercial project and at this time, the tenants have not been selected. A detention pond is proposed to retain storm water for this site as required by Brazoria Drainage District 4 and the City of Pearland.

III. DESIGN STANDARDS APPLICABLE TO THE DEVELOPMENT

A. Design Standards. Specific design standards, including signage, building height, landscaping, fencing, parking, etc., that are applicable to this development are the standards set forth for the GB zoning district which are listed in Chapter 2, Article 4, Division 4, Section 4 of the UDC and the design standards for the Corridor Overlay District, as listed in Chapter 2, Article 4, Division 5, Section 1 of the UDC. Refer to Exhibit D – Design Plan.

1. Building Materials

The project complies with the current UDC standards. Beyond minimum standards, buildings within this project will be required to include two types of materials for each store front and multi-tenant pad site, a stucco, tilt-wall or concrete masonry building. Each building will include a percentage of stone &/or brick material. This minimum is 30% of the non-transparency area of the building. In addition to the two types of materials, architectural enhancements, such as towers, pilasters, and canopies will also be included on each building. Other architectural enhancements shall be reviewed and approved by City Pearland Planning and Zoning department during permit review.

2. Landscape Enhancements:

While the approach to the landscape design is typical for this type of development, the planting strategy and the amount of planting exceed what is typical enhancing the development and making it unique. The landscape design includes tree lined driveways and sidewalks creating an “avenue” effect that is pleasant for pedestrians and vehicles. Driveway entrances, key intersections, pedestrian crossings and pedestrian plazas are accented with flowering shrubs and trees. The parking lots are primarily planted with shade trees while high activity areas are accented with flowering trees. Shrubs screen the parking areas from the main driveways and the public street.

3. Plaza

The primary retail plaza is located close to Pearland Parkway and will provide the development with an accessible outdoor urban public space that will be accented with landscaping, site furnishings and is adjacent to an open space area. The plaza is located on the Northeast end of the retail building providing shade in the afternoon making it suitable location for a restaurant or café that provides outdoor dining. It is a generous size and will function as a multi-use area. The opposite end of the retail building includes a smaller plaza with access to and views of the trail along the detention basin. This location with access to the trail would also be ideal for outdoor dining, café or a coffee house. Refer to Exhibit D- Design Plan, Refer to Exhibit E and G for examples of site furnishings and plaza examples.

4. Sidewalks

The sidewalk located along Pearland Parkway complies with the width and material standards stated in the current UDC 2.4.5.1(l). Primary pedestrian circulation through the site is along a 6' wide sidewalk located along one side of the primary and secondary driveways. The retail building and grocery store also provide pedestrian circulation and paving along their façade. A 6' wide concrete pathway will be located along the edge of the detention basin providing additional access and recreational opportunities for the retail center and the adjacent neighborhood. This pathway will also tie into Barry Rose Rd. along the access road. Refer to Exhibit D –Design Plan for general location and proposed alignment of the sidewalks.

5. Parking, Vehicular Circulation, and Lighting

The project complies with the current UDC. This section also includes standards of lighting of the parking lot and sidewalks. The lighting height will not exceed 20' or building height. Refer to Exhibit D - Design Plan for general layout of the parking lot and the vehicle circulation plan.

6. Fencing

The tracts to the southeast and southwest are currently zoned residential, which requires masonry fencing or a 25' landscape buffer. The required 25' buffer will be maintained, with the exception that the detention ponds will be allowed within the landscape buffers.

7. Corridor Overlay District

The project complies with the current UDC standards for the COD. These standards apply because the project abuts Pearland Parkway. Included within these standards are requirements for building articulation and building material, increased building line and landscape enhancements along the street and the increased screening standards along any parking areas.

8. Signage

Section 4.2.5.4 (b)(2) places a maximum of two multi-user/multi-tenant signs per street frontage separated by a minimum of 600' for an integrated business development. The frontage the project possesses along Pearland Parkway is $\pm 1,100$ feet. The project abuts approximately 1,300 feet along Barry Rose Road. Due to the size of the property and the number of tenants proposed for this development, an additional multi-tenant sign, for a total of four signs, is required to accommodate signage for all of the tenants. Two of the multi-tenant signs will accommodate the tenants in the rear of the property along Barry Rose, while the last two multi-tenant signs will accommodate the multiple tenants in the building sites adjacent to Pearland Parkway. Each building site will hold approximately three to five tenants. All signs will be consistent in material and style. The multi-user/multi-tenant signs will comply with maximum height and maximum area as stated in the current UDC. We request that signage requirements apply to the PD rather than to the parcels of land within the PD that may fall under separate ownership. Refer to Exhibit – D Design Plan, for sign locations and call-outs on-site.

B. Refer to Design Plan and describe which aspects of plan are precise and which are general.

The Design Plan in this document is included for the sole purpose of establishing general design guidelines as to the basic character and physical relationships of the planned uses and facilities. The ideas and plans represent the intent of the developer and the quality and character of the development. Adjustments to the Design Plan that do not introduce or remove new public facilities, do not deviate from the Design Plan and otherwise comply with the intent of the various requirements within the Pearland Marketplace PD and other city ordinances and regulations in effect at the time this document is adopted shall not require separate or additional approvals from City Council or the Planning & Zoning Commission. It is essential to the success of the Pearland Marketplace PD to maintain flexibility in the site plan process in order to respond to ever changing market conditions and retail demand. Listed below are criteria to further define the flexibility with respect to the Master plan.

- The location of the open space may shift within the project to accommodate specific change in the dimensions of buildings, parking and pad sites so long as the basic concept and intent of the Master plan remains intact.
- The location of buildings including pad sites may shift or be altered in size and dimension. Such changes may be made without separate or further approvals from the City Council or the Planning and Zoning Commission so long as the movements and changes are less than 10 feet or 10% in size.

C. A specific list of deviations from standards in the base zoning district(s), together with any standards in the ordinance which are to be varied for development within the PD district.

The intent of the proposed plan is to comply with the standards of the GB zoning district for the entire project.

D. All requirements of the Unified Development Code will be met, except those specifically mentioned above in Section III C of this Planned Development.

IV. REQUIRED DEDICATIONS OF LAND OR PUBLIC IMPROVEMENTS

Pearland Marketplace is solely commercial and does not require dedication of land for parkland or public improvements to any roadways, unless required by the City.

V. PHASING SCHEDULE FOR THE PROJECT

The project is divided into three phases. The development of the Grocer Anchor building, parking lot and fuel station are Phase I. Phase II will consist of development of the strip retail center. Phase III will consist of the development of the pad sites.

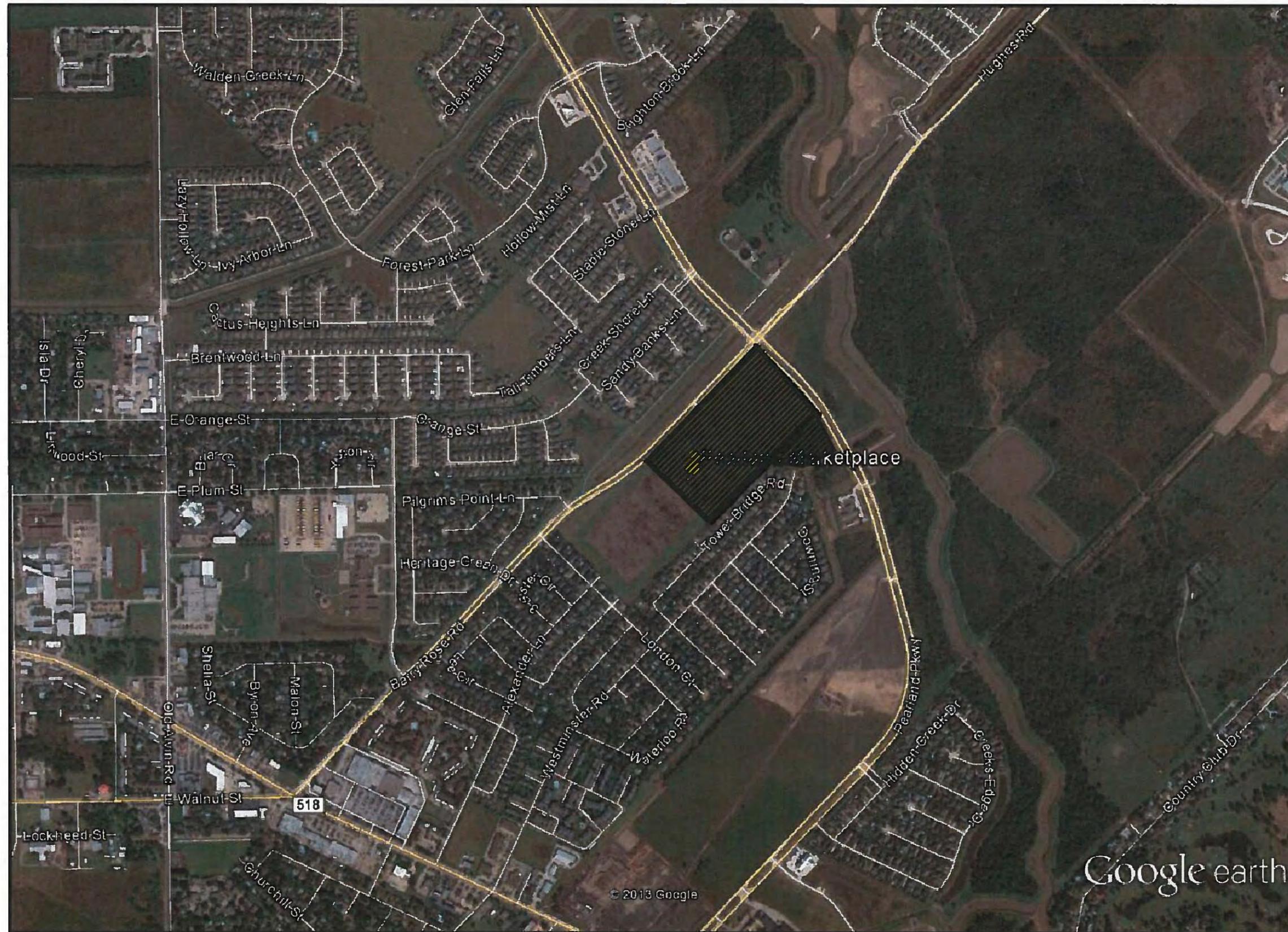


Exhibit A
Project Location

Proposed Barry Rose
Pearland Parkway Development
City of Pearland, Texas

Reference Date: 7.11.14

**Planning &
Landscape Architecture**
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Community Planning
Urban Design
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DESCRIPTION OF
26.524 ACRES
PROPOSED ZONE BOUNDARY

Being 26.524 acres of land located in the Thomas J. Green Survey, Abstract No. 198, Brazoria County, Texas, more particularly being a portion of the residue of that certain called 140.6899 acre tract conveyed to Martha Alexander Crouch by instrument of record in Volume 1595, Page 422 of the Deed Records of said Brazoria County (B.C.D.R.) and a portion of the residue of that certain called 172.0566 acre tract conveyed to Robert L. Alexander by instrument of record in Volume 1725, Page 193 (B.C.D.R.), said 26.524 acres being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83, 2001 adjustment);

BEGINNING at a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for the northwest corner of Banbury Cross Section IV, a subdivision of record in Volume 19, Page 487-488 of the Plat Records of said Brazoria County (B.C.P.R.), being the north corner of Block 11, Lot 13 of said Banbury Cross Section IV, being in an easterly line of the residue of said 172.0566 acre tract, from which a found 5/8-inch iron rod bears South 46° 29' 44 West, 4.90 feet;

Thence, South 41° 43' 28" West, along said easterly line and the northwesterly line of said Banbury Cross Section IV, 604.43 feet to a 5/8-inch iron rod found for the most northerly common corner of Lot 4 and Lot 5, Block 11 of said Banbury Cross Section IV;

Thence, North 47° 01' 13" West, departing said easterly line acres and the northwesterly line of said Banbury Cross Section IV, 768.74 feet to 5/8-inch iron rod with cap stamped "RPLS 1718", found on the south line of that certain called 3.644 acre tract (Parcel 3) conveyed to City of Pearland by instrument of record under Document Number 20050118363 of the Official Records of said Brazoria County, B.C.O.R.;

Thence, North 41° 40' 30" East, along the south line of said 3.644 acres, the south line of that certain called 4.137 acres tract (Parcel 5) conveyed to City of Pearland by instrument of record under File Number 04-003782, B.C.O.R. and the south line of that certain called 0.149

acre tract (Tract 1) conveyed to City of Pearland by instrument of record under File Number 01-032032, B.C.O.R., 1,262.37 feet to a 5/8-inch iron rod with cap stamped "LJA ENG", previously set for corner, same being an angle point on the south line of said 0.419 acre tract;

Thence, South $86^{\circ} 04' 59''$ East, along the south line of said 0.419 acre tract, 43.93 feet to a point for corner on the south line of that certain called 2.739 acres tract conveyed to City of Pearland, by instrument of record in File Number 98-054852, B.C.O.R. and a point on the south right-of-way line of Pearland Parkway (130 feet wide), from which a 5/8-inch iron rod with cap stamped "Wilson" bears North $75^{\circ} 20' 20''$ East, 0.47 feet;

Thence, along the south line of said 2.739 acres, the westerly line of that certain called 1.164 acre tract conveyed to City of Pearland, by instrument of record under File Number 98-054881, B.C.O.R. and Pearland Parkway the following two (3) courses;

1. South $48^{\circ} 23' 21''$ East, 367.45 feet to a 5/8-inch iron rod with cap stamped "LJA ENG", previously set for corner, the beginning of a curve;
2. 532.98 feet along the arc of a tangent curve to the right, having a radius of 1805.00 feet, a central angle of $16^{\circ} 55' 06''$, and a chord which bears South $39^{\circ} 55' 48''$ East, 531.05 feet to a 5/8-inch iron rod with cap stamped "LJA ENG", previously set for corner;
3. South $31^{\circ} 28' 15''$ East, 208.12 feet to a 5/8-inch iron rod with cap stamped "LJA ENG", previously set for the northwest corner of that certain called 0.299 acre tract conveyed to City of Pearland, by instrument of record under File Number 99-013566, B.C.O.R. and being on a northerly line of a called 100 feet wide Drainage Easement conveyed to Brazoria County Drainage District Number Four (4) by instruments of record in Volume 1736, Page 884, B.C.D.R. and in Volume 1760, Page 655, B.C.D.R.;

26.524 acre

April 18, 2014
Job No. 1727-7002

Thence, South 56° 00' 19" West, departing the south line of said Pearland Parkway and the south line of said 1.164 acre tract, along a northerly line of said 100 feet wide Drainage Easement, 359.97 feet to a 5/8-inch iron rod with cap stamped "LJA ENG", previously set for corner;

Thence, South 18° 03' 06" East, along a westerly line of said 100 feet wide Drainage Easement, 30.04 feet to the northeast corner of aforementioned Banbury Cross Section IV, and being the northeast corner of Block 8, Lot 86 of said Banbury Cross Section IV, from which a found 5/8-inch iron rod, bears North 20° 47' 07" West, 0.60 feet;

Thence North 82° 38' 01" West, along the northeasterly line of said Banbury Cross Section IV, 356.54 feet to the POINT OF BEGINNING and containing 26.524 acres of land.



LJA Engineering, Inc.

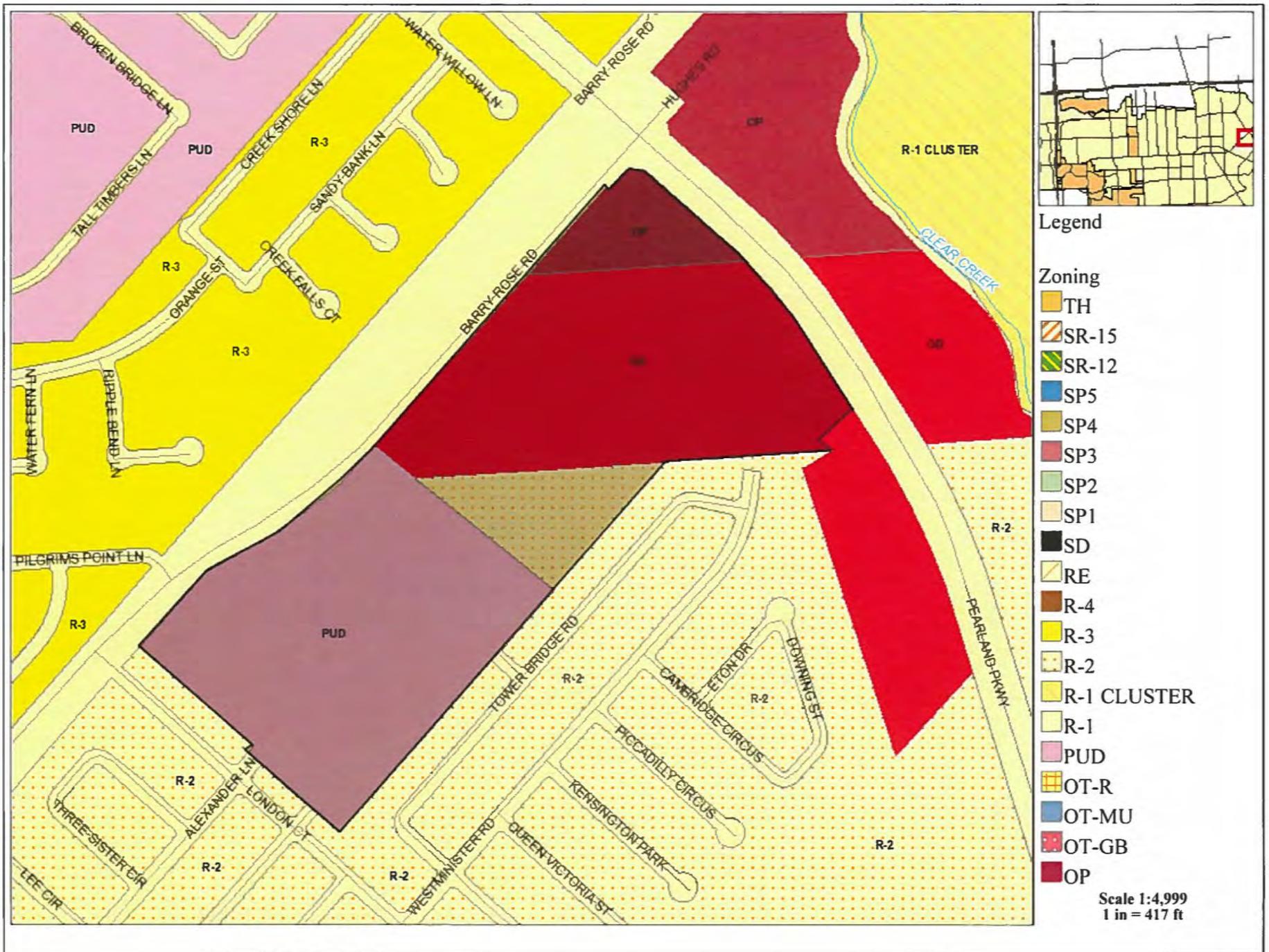
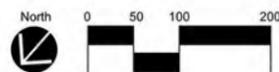


Exhibit C - Existing Zoning Map



Exhibit D-1
Design Plan

Proposed Barry Rose
Pearland Parkway Development
City of Pearland, Texas



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25231 Grogan's Hill Road, Suite 300
The Woodlands, Texas 77380
281.210.1750 f 281.210.1799

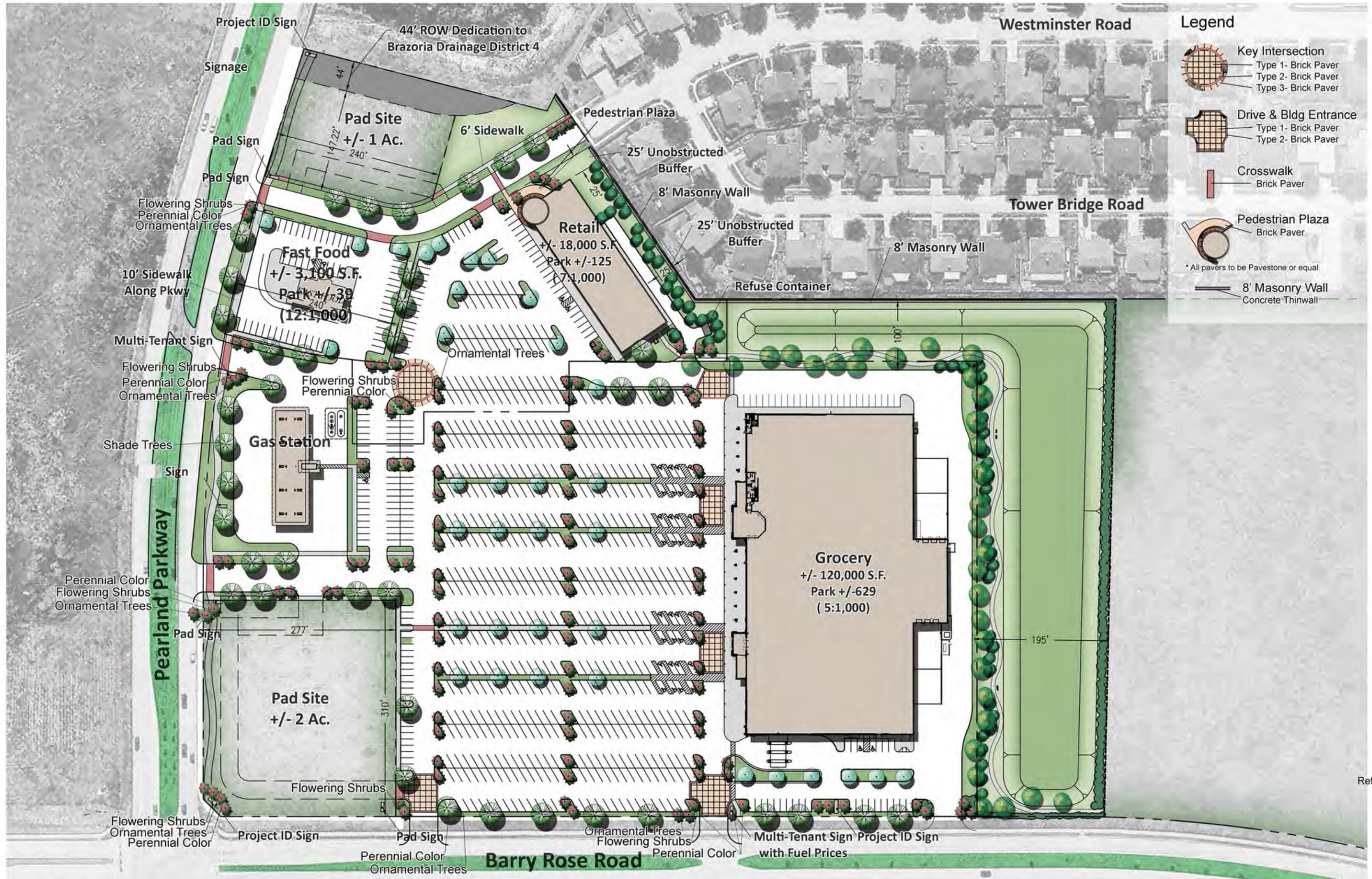


Exhibit D-2
Design Plan

Proposed Barry Rose
Pearland Parkway Development
City of Pearland, Texas

Reference Date: 10.27.14

Planning & Landscape Architecture
Sustainable Design
Community Planning
Urban Design
Landscape Architecture

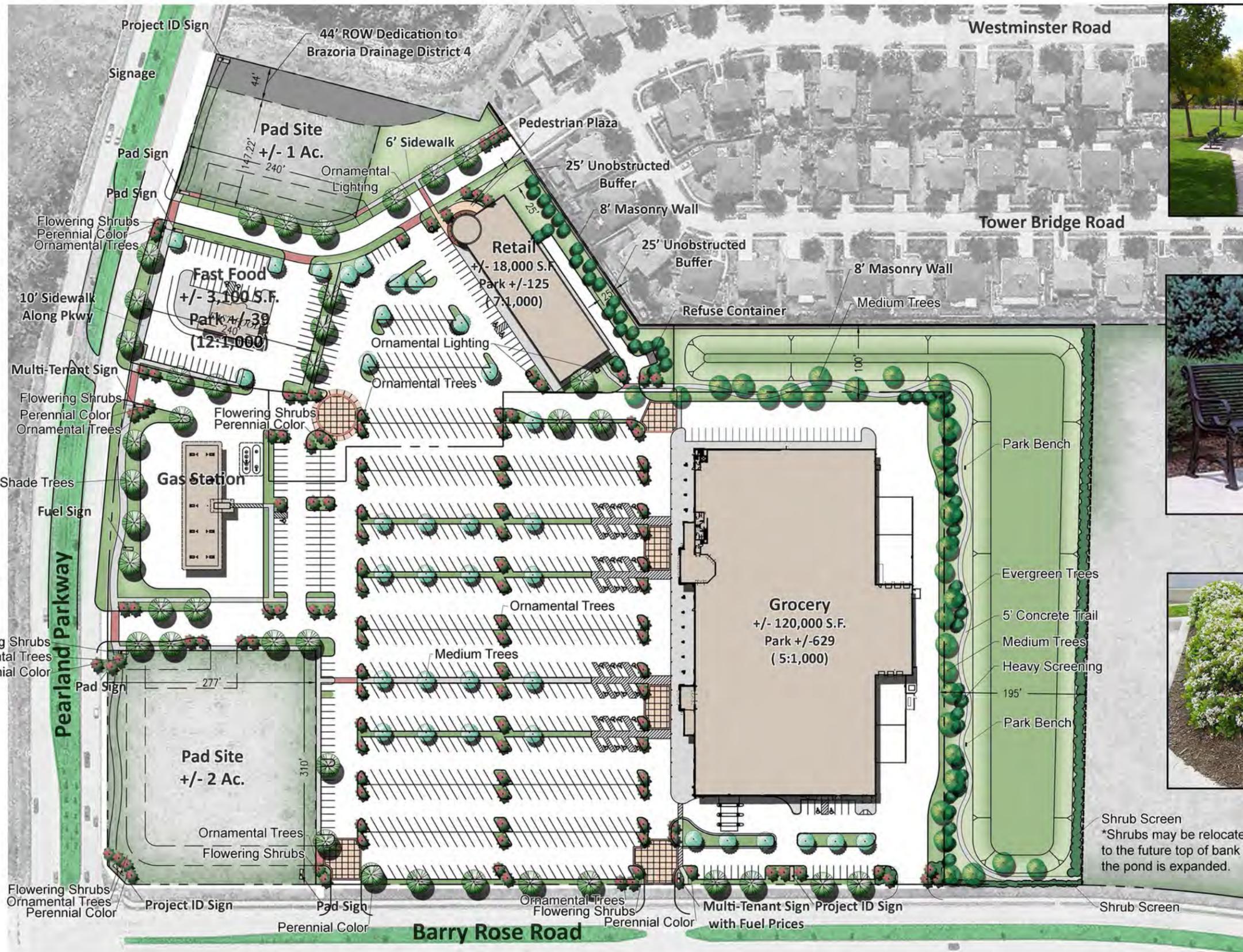
LJA Engineering, Inc.
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The Woodlands, Texas 77380
281.216.1790 F 281.216.1799

Legend

-  Large Tree
-  Medium Tree
-  Evergreen Tree
-  Small Ornamental Tree
-  *all trees to be min. 2" caliper
-  Shrub Screen-plants to be min. 36" ht., spaced min. 36" o.c. or equal to mature width not to exceed 48" o.c.
-  Ornamental Lighting

- Note:**
1. Irrigation is required for all landscaping.
 2. All base landscaping requirements set forth by the UDC are to be met.
 3. Ornamental lighting is to be located as shown on plan. Additional non-ornamental lighting shall be provided within parking areas.



5' Concrete Trail



Park Bench



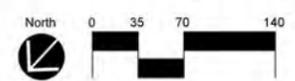
Shrub Screen

Shrub Screen
*Shrubs may be relocated to the future top of bank if the pond is expanded.

Reference Date: 9.05.14

**Exhibit D-3
Conceptual Landscape Plan**

**Proposed Barry Rose
Pearland Parkway Development**
City of Pearland, Texas



LA
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EXHIBIT E
SPECIAL PAVING IMAGES



Vehicular



Plaza



Driveway Intersection



Intersection



Retail Front

EXHIBIT F
PROHIBITED USES LIST

Agriculture (Field or crop)
Agriculture Animal Husbandry
Farm (Ranch or Livestock)
Feed & grain store supply (C)
Boarding or Rooming House
Farm Accessory Building
Guest, caretaker or security quarters (C)
Off street parking incidental to residential main use
Social & Recreational building (homeowners association, neighborhood recreation center
Country Club, private or public golf course
Fairgrounds, Rodeo grounds (C)
Swimming pool private (Resident Use Only)
Tennis or swim club (Private, for Profit)
Tennis Court (private/lighted)(C)

Auto uses

All terrain vehicles (go-carts & motor cycles) dealer/ sales
Auto glass repair/tinting (C)
Auto interior shop/upholstery (C)
Auto Parts Sales with outside storage or Display (C)
Auto Parts Sales (Indoors Only; with repair bays) (C)
Auto Rental (C)
Auto repair minor (C)
Auto sales/dealer (new –in building, auto servicing and used auto sales as accessory uses only)
 Combined auto lease
Auto wash (full service, detail shop)
Commercial transit terminal
Parking lot or garage for passenger cars and trucks of less than one ton capacity

Office uses

Credit agency
Office, parole-probation, bail bonds
Office/Clinic Veterinarian (Animal Hospital with Outside Pens)
Telemarketing agency (C)
Ambulance service (C)
Bed & breakfast inn
Check Cashing Service
Extended stay motel/hotel
Funeral Home (including crematorium (C)
Laundromat (self service laundry)
Rehabilitation care facility (halfway house)
Rehabilitation care institution (commercial)
Astrology, hypnotists or psychic arts
Bakery (wholesale)
Convenience Store (without gasoline)
Garage and/or yard sales (C)
General Retail Store, other than listed
Market – Open Air (Flea Market)(C)
Medical Appliances & Sales
Piano and Musical Instruments (retail only)

Institutional and government uses

Adult day care (business)
Assisted living facility

Auction house
Child day care (business)
Child Day Nursery
Church, temple, or place of worship
Civic center (municipal)
Civic club
Convent or monastery
Day camp (for children)
Fraternal Organization
Fraternity or sorority house
Governmental building or use
Home of alcoholic, narcotic or psychiatric patients (C)
Hospital (for profit or not for profit)
Institution of religious, education, or philanthropic nature
Library, public or museum (indoor)
Mortuary/cemetery
Municipal public administration offices
Nursing/Convalescent Home (Skilled Nursing facility)
School — elementary, junior or high school
School — other than public or parochial
Sheltered care facility (C)
Studio or radio and or television (no towers)

Utility and Related Uses

Cellular Communications Tower/PCS (C)
Electric Substation (C)
Franchised Private Utility (other than those listed)(C)
Gas Transmission & Metering Station (C)
Radio or Television or Microwave Towers (C)
Radio or Television Transmission Station (C)
Satellite Dish (Private, greater than 4' diameter)
Telephone Exchange Switching relay & Transmitting Equipment (C)

Commercial and related uses

Cabinet business
Cannery Wholesale (C)
Dance hall or night club (C)
Drive in theater (C)
Exterminator service/company (no outdoor sales or storage)(C)
Heating and air conditioning sales/service (C)
Mini warehouse/self storage (C)
Moving and storage company (C)
News printing/book binding (C)
Outside Storage (C)

Industrial uses

Airport and helipad landing field (C)
Animal-processing(C)
Asphalt batching plant (C)
Asphalt/concrete batching plant (C)
Commercial extraction of soil, sand or gravel (C)
Petroleum or petroleum product extraction (C)



Sidewalk Bench



Bike Rack



Trash Receptacle

Exhibit G

Examples of Site Furnishings

Proposed Barry Rose Pearland Parkway Development

City of Pearland, Texas

Reference Date: 7.11.14



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The Woodlands, Texas 77380
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JOINT PUBLIC HEARING
THE CITY COUNCIL CITY AND THE PLANNING AND ZONING COMMISSION OF
THE CITY OF PEARLAND, TEXAS,
MONDAY, JULY 21, 2014, AT 6:30 P.M.
COUNCIL CHAMBERS - CITY HALL-3519 LIBERTY DRIVE

I. CALL TO ORDER

II. PURPOSE OF HEARING

Zone Change Application No. 2014-11Z

A request of Salim Obeid, LJA Engineering, applicant; on behalf of Robert Lee Alexander, owner; by his attorney A.G.Crouch; for approval of a change in zoning from Office Professional (OP), General Business (GB) and Single Family Residential 2 (R2) to a non-residential Planned Development (PD) known as Pearland Marketplace on approximately 26.5 acres of land, to wit:

Legal Description: Being 26.524 acres of land located in the Thomas J. Green Survey, Abstract No. 198, Brazoria County, Texas, more particularly being a portion of the residue of that certain called 140.6899 acre tract conveyed to Martha Alexander Crouch by instrument of record in Volume 1595, Page 422 of the Deed Records of said Brazoria County (B.C.D.R.) and a portion of the residue of that certain called 172.0566 acre tract conveyed to Robert L. Alexander by instrument of record in Volume 1725, Page 193 (B.C.D.R.), Brazoria County, Texas

General Location: Southeast corner of Pearland Parkway and Barry Rose Road, Pearland, TX

III. APPLICATION INFORMATION AND CASE SUMMARY

- A. STAFF REPORT
- B. APPLICANT PRESENTATION
- C. STAFF WRAP UP

IV. PERSONS WISHING TO SPEAK FOR OR AGAINST THE PROPOSED REQUEST

V. COUNCIL/PLANNING COMMISSION/STAFF DISCUSSION

VI. ADJOURNMENT

This site is accessible to disabled individuals. For special assistance, please call Young Lorfing, City Secretary, at 281-652-1655 prior to the meeting so that appropriate arrangements can be made.



Memo

To: City Council and Planning and Zoning Commission

From: Planning Department

Date: July 21, 2014

Re: Zone Change Application Number 2014-11Z

A request of Salim Obeid, LJA Engineering, applicant; on behalf of Robert Lee Alexander, owner; by his attorney A.G.Crouch; for approval of a change in zoning from Office Professional (OP), General Business (GB) and Single Family Residential 2 (R2) to a non-residential Planned Development (PD) known as Pearland Marketplace on approximately 26.5 acres of land, located at the southeast corner of Pearland Pkwy and Barry Rose Road.

Proposal

The applicant proposes to change the zoning of an approximately 26.5 acres, out of a called 42.6 acres of land to a non-residential Planned Development (PD); Pearland Marketplace, with an overlay zoning district of General Business (GB). Pearland Marketplace is proposed to be developed with a mix of neighborhood service retail and pad sites that will be anchored with a grocery store.

Background

The parent tract includes approximately 42.6 acres of land located within four (4) zoning districts; Planned Development (PD), Office and Professional (OP), General Business (GB) and Single Family Residential 2 (R2). The subject 26.5 acres of land is currently located within three (3) zoning districts; OP, R2 and GB, with the majority of the property located within the GB zoning district.

The property is currently undeveloped, including the approximately 20 acres currently located within the PD, which was approved in 2007, and has since expired due to inactivity. The PD allowed for uses consistent with the OP zoning district, including a church with the exception of hotels/motels, bed and breakfast and convenience stores. Prior to approval of the PD, the 20 acres was zoned R2 and GB and the subject 26.5 acres was zoned as it is currently zoned with most of the land being zoned GB; R2

zoning at the southeast corner of the subject property near the existing R2 zoning district and single family residential subdivision, Banbury Cross; and OP zoning at the intersection of Pearland Parkway and Barry Rose Road. The property was annexed into the City of Pearland in 1960.

As of the date of this writing, staff has not received any returned notices from property owners within 200 feet of the site.

Recommendation

Staff is in favor of the proposed Pearland Marketplace PD. However, staff recommends that the following concerns are addressed:

- Conformance with the residential adjacency screening requirements, which include a 25-foot buffer and a masonry screening wall or a 30-foot vegetative buffer, where the development abuts the residential subdivision, Banbury Cross. It is important to note that in situations where a fence exists along the property line between a non-residential use and a residential use, the screening may be achieved by the 30-foot vegetative screen.
- A PD requires a list of deviations from the standards in the base zoning district(s), together with any standards in the ordinance which are to be varied for development within the PD. The applicant listed deviations from the sign ordinance. However, there are no deviations from the sign ordinance. However, staff identified other deviations, included above;
- North arrow needs to be corrected.
- Page numbers within the PD document are off.
- Codification of enhancements that are mentioned throughout the PD and illustrated in the design plan, Exhibit E (Special Paving Images) and Exhibit G (Site Furnishings) to ensure that staff is able to implement the design standards.
- A legend should be included on the design plan to ensure that staff can implement the standards.
- Clarification of the lighting standards is required. The PD states that the lighting height will be a maximum of 20 feet. This section goes on to state that no pole shall be taller than the height of the building.
- The PD references enhanced street lighting. A street lighting exhibit is required to ensure that the standards of the PD can be implemented by staff.

Contingent upon the above concerns being addressed, staff recommends approval of the Pearland Marketplace PD for the following reasons:

1. Pursuant to Section 2.2.1.4 (Criteria for Approval):
 - The proposed PD does not conform to the future land use element of the Comprehensive Plan. However, if the PD is approved, staff will include the site in its annual amendment to the comprehensive plan.
 - Most of the property included within the PD is located within the GB zoning district, and as such would allow any use that is a permitted use without any further approvals. The proposed PD as a zoning alternative helps to facilitate development of this site as per the applicant's desires while addressing the above mentioned concerns of non-conformance to the Comprehensive Plan, residential adjacency concerns, and incompatibility of certain uses in close proximity to single family residential development. The applicant has restricted a number of uses which may be perceived as incompatible with the existing single family subdivisions. These uses include various auto-related uses, hotels/motels. See Exhibit F of the PD for a full list of prohibited uses.
 - The proposed change is in accord existing or proposed plans for providing streets, water supply, sanitary sewers, and other public services and utilities in the area. Residential uses are not proposed at this time for this development, and therefore should have no impact on the public school system
2. The proposed development will not negatively impact the existing single family subdivisions. The residential adjacency screening requirements will be adhered to as well as various other safeguards to ensure compatibility, such as COD regulations.

Exhibits

1. Staff Report
2. Aerial Map
3. Zoning Map
4. Future Land Use Map
5. Notification Map
6. Notification List
7. PD Document
8. Applicant Packet



Exhibit 1 Staff Report

Summary of Request

The subject 26.5 acres of land is part of a larger tract which includes 42.6 acres of land. Of the approximately 42.6 acres included within the parent tract, the applicant proposes a change in zoning for approximately 26.5 acres of land currently located within three (3) zoning districts; OP, R2 and GB; to a non-residential PD; Pearland Marketplace. The remaining acreage, although not included within the proposed PD, is located within a PD which was approved in 2007; however due to inactivity, has expired. The applicant proposes that all design standards and land uses will be in accordance with the GB zoning district as an overlay zoning with the exception of prohibited uses listed as Exhibit F, which may be considered inappropriate or incompatible with the existing and surrounding single family subdivisions; Banbury Cross, to the east, Alexander Landing to the south; and Creekside to the west. The property is also located within the Corridor Overlay District (COD), and the applicant proposes to comply with COD regulations, with few exceptions, as illustrated in the table on page 2.

Specifically, the applicant has indicated that the following design standards of the GB zoning district and the COD will be adhered to, with minor exceptions:

- Lot and area requirements of the GB zoning district;
- Landscaping
- Fencing
- Parking
- Signage
- COD

The following table lists deviations between the GB zoning district/COD regulations, and the proposed Marketplace PD:

Standard	General Business (GB)/COD	Pearland Marketplace PD
COD Building Articulation	<ul style="list-style-type: none"> • > 50,000 sf = 3 ft./25 ft. • < 50,000 sf = 1ft./10ft 	<ul style="list-style-type: none"> • No continuous façade longer than 400 feet • Offsets no less than 3 feet
Residential Adjacency Screening	<ul style="list-style-type: none"> • 25-foot unobstructed buffer with an opaque screening wall, max. 8 ft. in height; or • 30-foot vegetative screen, dense enough to be completely opaque year round 	<ul style="list-style-type: none"> • 25-foot buffer with detention pond allowed within the buffer, as well as loading/unloading areas for commercial uses • No screening wall is proposed
Multi-Tenant Signage	<ul style="list-style-type: none"> • 1 multi-tenant sign per 600 linear feet (cumulative street frontage for corner lots) • Based on a cumulative street frontage of approximately 2,400 feet, 4 signs would be allowed <p>**This is not a deviation.</p>	<ul style="list-style-type: none"> • 2 multi-tenant signs along Pearland Pkwy. • 2 multi-tenant signs along Barry Rose Rd. • Signage requirements apply to the PD, rather than parcels

Discussion Items/Minor Staff Concerns

1. As part of the PD, the applicant is required to include within the PD document a specific list of deviations from standards in the base zoning district(s), together

with any standards in the ordinance which are to be varied for development within the PD. The applicant listed that the only standard proposed for deviation is regarding multi-tenant signage. However, as proposed, signage requirements will be met. The number of multi-tenant signs on one site is limited to 1 sign per 600 linear feet of street frontage. The cumulative street frontage shall be calculated for corner lots. Cumulatively, the site has approximately 2,400 feet of frontage. Four signs are allowed and 4 signs are proposed.

2. The subject property has approximately 1,300 feet of frontage on Barry Rose Road. The applicant was asked to revise this section, as the PD indicates that the site has 3,470 feet of frontage along Barry Rose.
3. Staff has identified the following regulations within the PD that vary from the regulations of the GB zoning district and the COD regulations. Please see the above table for detailed information.
 - Building articulation
 - Residential adjacency screening
Staff recommends that the required masonry wall is provided to meet the residential adjacency screening requirements, and that the loading/unloading area is removed to create an unobstructed area. The applicant may choose a 30-foot vegetative screen in lieu of a 25-foot vegetative screen and masonry wall. It is important to note that this provision only applies to the area adjacent to the existing single family subdivision; Banbury Cross, and behind the proposed 18,000 square foot retail building. It appears that area near the pond which abuts Banbury Cross may be 30 feet, in which case a vegetative screen dense enough to be completely opaque year round will be required.
4. North arrow needs to be corrected.
5. Page numbers within the PD document are off.
6. Codification of enhancements such as furniture (quantity), enhanced paving materials (materials, width), flowering shrubs in various locations.
7. A legend should be included on the design plan to ensure that staff can implement the standards.
8. Clarification of the lighting standards is required. The PD states that the lighting height will be a maximum of 20 feet. This section goes on to state that no pole

shall be taller than the height of the building. The maximum building height allowed in the GB zoning district is 45 feet.

9. The PD references enhanced street lighting. A street lighting exhibit is required to ensure that the standards of the PD can be implemented by staff.

Conformance with the Thoroughfare Plan

The subject property has frontage on Pearland Parkway; a major thoroughfare of sufficient width, which requires a minimum of 120 feet of right-of-way; and Barry Rose Road; a secondary thoroughfare of sufficient width, which requires a minimum of 100 feet of right-of-way. Additionally, according to the recently approved thoroughfare plan, Westminster Road; a minor collector will extend from the east through the subject property, and connect to Barry Rose Road. Minor collectors require a minimum of 60 feet of right-of-way. The applicant proposes an amendment to the thoroughfare plan and proposes the extension of Westminster Road through the site to connect to Pearland Parkway. The design plan illustrates two (2) driveways to serve the development along Pearland Parkway and Westminster Road connecting to Pearland Parkway.

The proposed extension of Westminster Road generally meets the intent of the thoroughfare plan. However, staff has concerns regarding the driveways and street separation on Pearland Parkway which need to be addressed with a Traffic Impact Analysis (TIA). Additional offsite improvements may be required based on the TIA and superstreet concept for Pearland Parkway. The developer will need to utilize traffic calming measures at the entrance of the residential subdivision on Westminster Road. This can be in the form of a choking down the street or constructing a median that can utilize landscaping and signage to distinguish between the residential and commercial areas.

All improvements must meet the design criteria per the Engineering Design Criteria Manual (EDCM). These additional improvements could cause a change in the design plan that could potentially result in the need for an amendment to the PD.

It is also important to note that approval of the PD does not constitute approval of the driveway locations.

Site History

The subject property is currently undeveloped, including the approximately 20 acres currently located within the PD, which was approved in 2007. The PD allowed for uses consistent with the OP zoning district and a church, with the exception of hotels/motels, bed and breakfast and convenience stores. Prior to approval of the PD, the 20 acre property was zoned R2 and GB. At the time that the PD was approved, the subject 26.5

acres was zoned as it is currently zoned with most of the land being zoned GB; with R2 zoning at the southeast corner of the subject property near the existing R2 zoning district and single family residential subdivision, Banbury Cross; and OP zoning at the inter intersection of Pearland Parkway and Barry Rose Road. The PD has expired. The property was annexed into the City of Pearland in 1960.

The site is surrounded by residential subdivisions to the south, east and west, as well as undeveloped land to the west, south and north. The below table identifies surrounding uses and zoning districts:

	Zoning	Land Use
North	Office and Professional (OP) Single Family Residential 1 (R1) Cluster	Undeveloped
South	Planned Development (PD) (Expired) Single Family Residential 2 (R2)	Undeveloped, Alexander Landing Subdivision
East	Single Family Residential 2 (R2)	Banbury Cross Subdivision
West	General Business (GB) Single Family Residential 3 (R3)	Undeveloped, Creekside Subdivision

Conformance with the Unified Development Code

The site is currently undeveloped. As part of the Pearland Marketplace PD, the applicant proposes to comply with the regulations of the GB zoning district, as well as the regulations of the COD, with the exception of those listed within the PD. The general regulations of the proposed GB zoning district follow:

Minimum Lot Area	22,500 square feet
Minimum Lot Width	150 feet
Minimum Lot Depth	125 feet
Minimum Front Yard Setback	25 feet
Minimum Side Yard Setback	10 feet, 25 feet if side yard abuts a residential zoning district
Minimum Rear Yard Setback	25 feet
Maximum Height	45 feet

Conformance with the Comprehensive Plan

The future land use designation for the subject property, according to the Comprehensive Plan is “*Medium Density Residential*.” According to the Comprehensive Plan, the aforementioned future land use designation is designed for less traditional attached and detached developments, including duplexes, townhomes and patio homes; or a mix of low and high density residential uses with an average density of 4-10 dwelling units per acre on average lot sizes of 4,000 to 6,000 square feet. Smaller lots may be acceptable if common open space is provided and overall density is not increased. Appropriate zoning districts for the “Medium Density Residential” future land use designation include R3 and R4 Single Family districts.

Although the proposed development does not conform to the future land use element of the Comprehensive Plan, if the PD is approved, staff will include the property in its annual review and ultimate amendment of the future land use designation of the Comprehensive Plan, to ensure that zoning districts and developments across the city comply with the future land use element of the Comprehensive Plan.

Platting Status

The property is not platted. Platting of the site will be required prior to any development or the issuance of building permits. A TIA is required as part of the platting process.

Availability of Utilities

According to GIS data, the subject property has access to public water and sewer via a 12-inch water line along the east side of Barry Rose Road, and a 16 inch water line along the north side of Pearland Parkway; and a 15 and 18-inch sewer line along the south side of Pearland Parkway. Any extensions of existing infrastructure will be determined at the time of platting and will be the responsibility of the applicant/owner.

Impact on Existing and Future Development

The site is surrounded by residential subdivisions to the south, east and west, as well as undeveloped land to the west, south and north. Through the PD process, the applicant proposes to restrict various uses which may be perceived as incompatible (See Exhibit F of the PD) with the existing neighborhoods. Due to residential adjacency screening requirements and various other safeguards, such as enhanced landscaping, the proposed PD will enhance the area and will be in accordance with other commercial developments along Pearland Parkway.

Additional Comments

The Marketplace PD has been reviewed by the Development Review Committee (DRC). There are no additional comments outside of this report.

Public Notification

Staff sent public notices, comment forms and a vicinity map to the applicant, the owner of the property and to property owners within 200 feet of the subject property under consideration for the zone change. Additionally, a legal notice of the public hearing was published in the local newspaper, and a notification sign was placed on the property by the applicant.

Opposition to or Support of Proposed Request

As of the date of this writing, staff has not received any comments either in opposition to or in support of the proposed change in zoning request.

Recommendation

Staff is in favor of the proposed Pearland Marketplace PD. However, staff recommends that the following concerns are addressed:

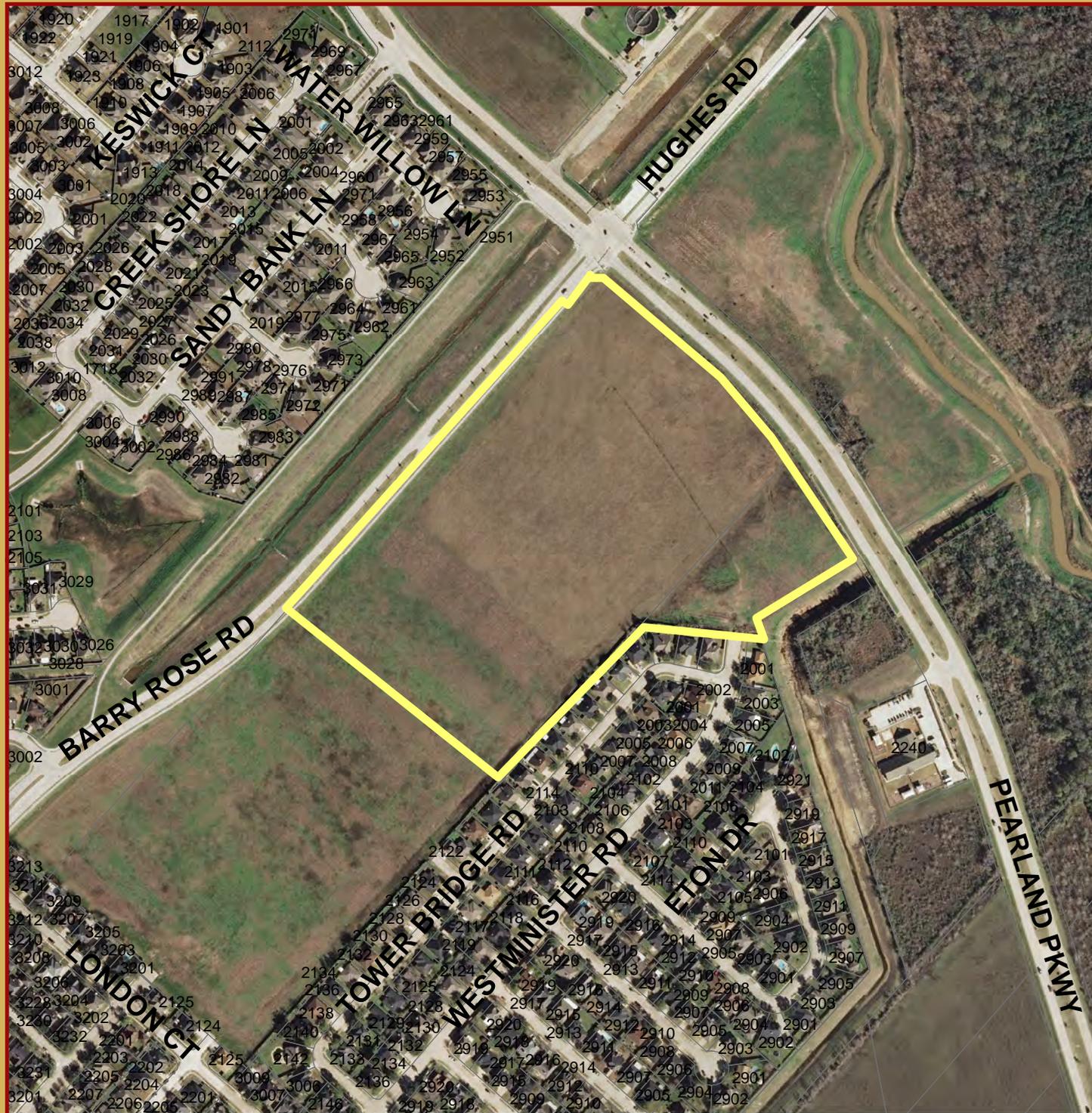
- Conformance with the residential adjacency screening requirements, which include a 25-foot buffer and a masonry screening wall or a 30-foot vegetative buffer, where the development abuts the residential subdivision, Banbury Cross. It is important to note that in situations where a fence exists along the property line between a non-residential use and a residential use, the screening may be achieved by the 30-foot vegetative screen.
- A PD requires a list of deviations from the standards in the base zoning district(s), together with any standards in the ordinance which are to be varied for development within the PD. The applicant listed deviations from the sign ordinance. However, there are no deviations from the sign ordinance. However, staff identified other deviations, included above;
- North arrow needs to be corrected.
- Page numbers within the PD document are off.
- Codification of enhancements that are mentioned throughout the PD and illustrated in the design plan, Exhibit E (Special Paving Images) and Exhibit G (Site Furnishings) to ensure that staff is able to implement the design standards.

- A legend should be included on the design plan to ensure that staff can implement the standards.
- Clarification of the lighting standards is required. The PD states that the lighting height will be a maximum of 20 feet. This section goes on to state that no pole shall be taller than the height of the building.
- The PD references enhanced street lighting. A street lighting exhibit is required to ensure that the standards of the PD can be implemented by staff.

Contingent upon the above concerns being addressed, staff recommends approval of the Pearland Marketplace PD for the following reasons:

1. Pursuant to Section 2.2.1.4 (Criteria for Approval):

- The proposed PD does not conform to the future land use element of the Comprehensive Plan. However, if the PD is approved, staff will include the site in its annual amendment to the comprehensive plan.
 - Most of the property included within the PD is located within the GB zoning district, and as such would allow any use that is a permitted use without any further approvals. The proposed PD as a zoning alternative helps to facilitate development of this site as per the applicant's desires while addressing the above mentioned concerns of non-conformance to the Comprehensive Plan, residential adjacency concerns, and incompatibility of certain uses in close proximity to single family residential development. The applicant has restricted a number of uses which may be perceived as incompatible with the existing single family subdivisions. These uses include various auto-related uses, hotels/motels. See Exhibit F of the PD for a full list of prohibited uses.
 - The proposed change is in accord existing or proposed plans for providing streets, water supply, sanitary sewers, and other public services and utilities in the area. Residential uses are not proposed at this time for this development, and therefore should have no impact on the public school system
2. The proposed development will not negatively impact the existing single family subdivisions. The residential adjacency screening requirements will be adhered to as well as various other safeguards to ensure compatibility, such as COD regulations.



AERIAL MAP

2014-11Z PEARLAND MARKETPLACE PD

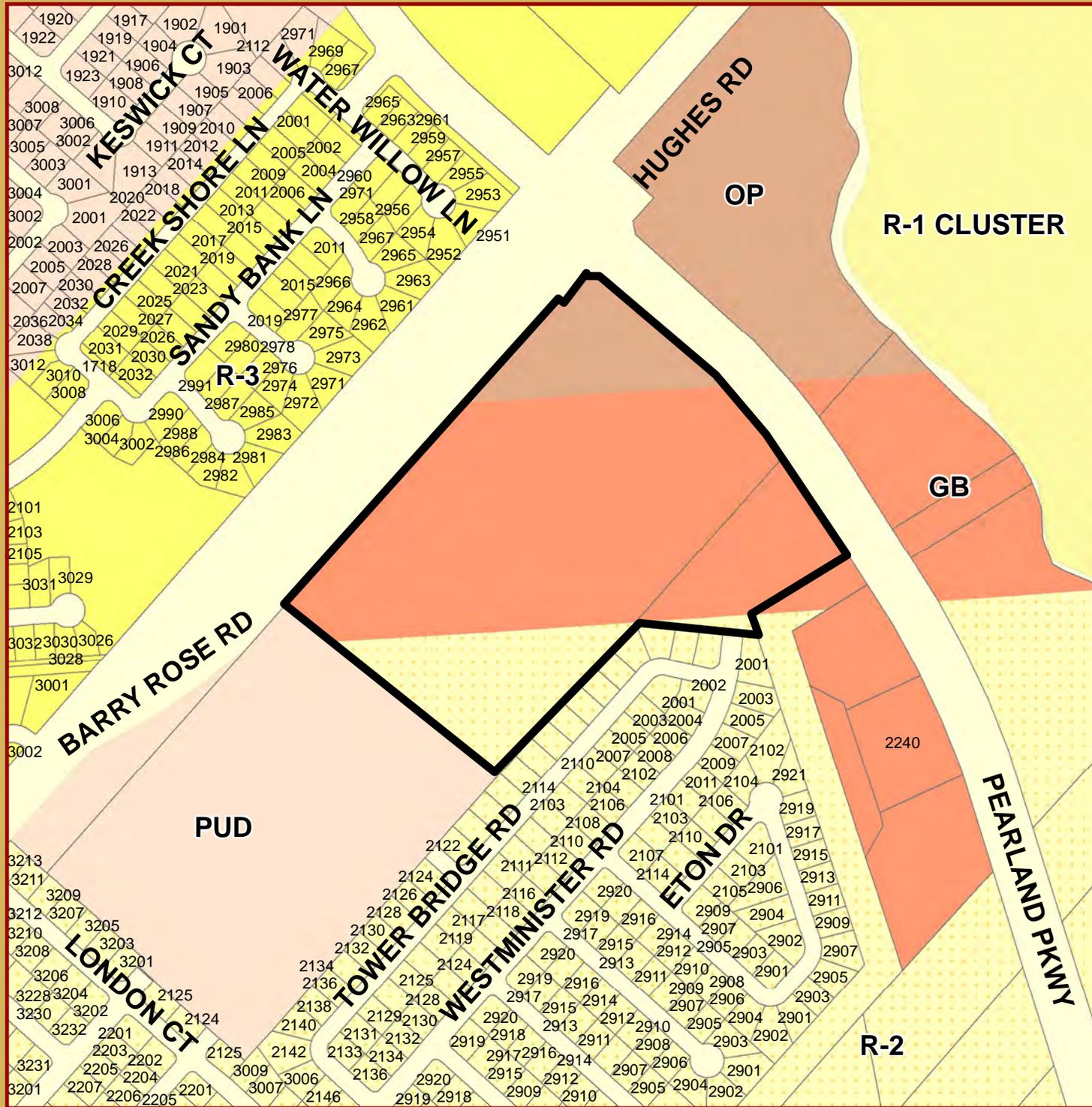


This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

1 inch = 422 feet

22 MAY 2014
PLANNING DEPARTMENT





ZONING MAP

2014-11Z PEARLAND MARKETPLACE PD

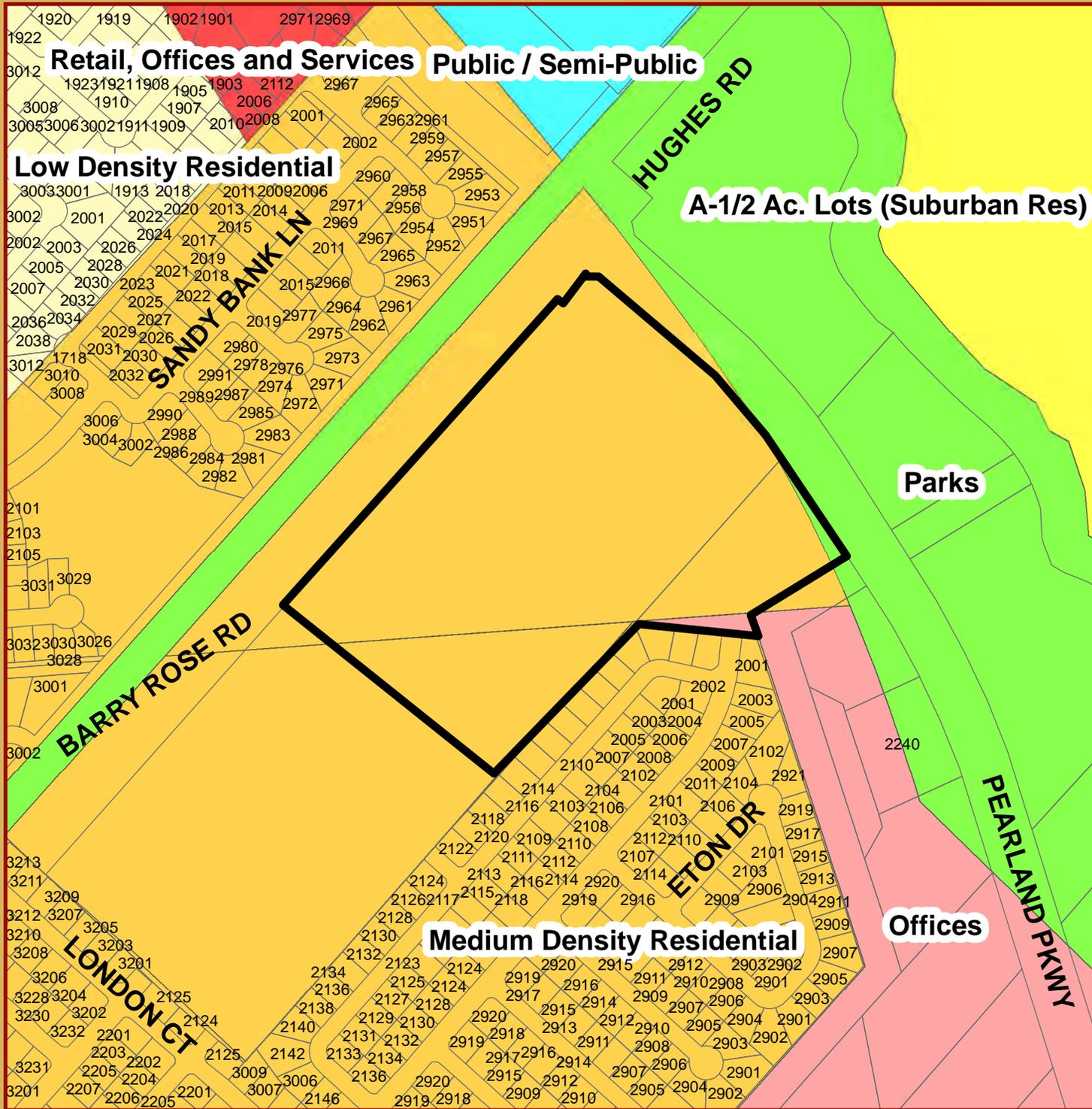


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1 inch = 422 feet

22 MAY 2014
PLANNING DEPARTMENT





FLUP MAP

**2014-11Z
PEARLAND
MARKETPLACE PD**

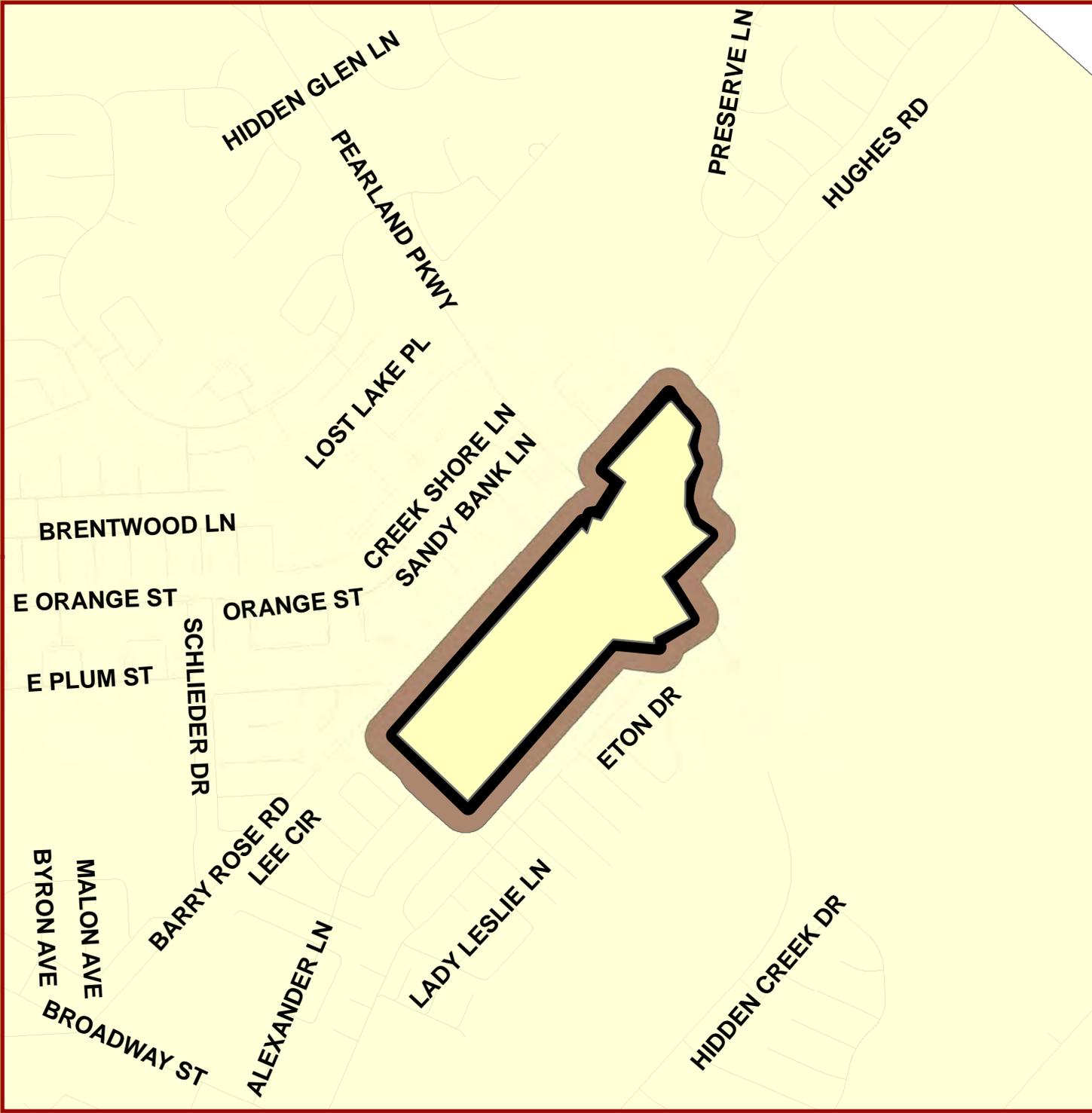


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1 inch = 422 feet

22 MAY 2014
PLANNING DEPARTMENT





NOTIFICATION MAP

**2014-11Z
PEARLAND
MARKETPLACE PD**



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1 inch = 1,125 feet

22 MAY 2014
PLANNING DEPARTMENT



**ZONE CHANGE 11Z
NOTIFICATION LIST**

NAME	C/O	ADDRESS
AINSWORTH ALLISON L		2131 TOWER BRIDGE RD
ALEXANDER JOHN FAMILY LIMITED PARTNERSHIP		PO BOX 127
ALEXANDER ROBERT L		219 TIMBER VIEW DR
ASUNCION ROMEO S & ELSIE N		2110 TOWER BRIDGE RD
BEAZER HOMES TEXAS LP		10235 W LITTLE YORK RD STE 200
BEAZER HOMES TEXAS LP		10110 W SAM HOUSTON PKWY N STE A-100
BENNETT LAURA MARIE		2133 TOWER BRIDGE RD
BETANCOURT HERMAN		4828 LOOP CENTRAL DR
BIESZKE STEVEN		2102 TOWER BRIDGE RD
BRAZORIA COUNTY	COURTHOUSE WEST ANNEX	451 N VELASCO ST
BRUCE STEVEN		2114 TOWER BRIDGE RD
CARLSON CRAIG & DE'ANNA		2124 TOWER BRIDGE RD
CISNEROS IRMA		2111 TOWER BRIDGE RD
CISNEROS LIVIA		2109 TOWER BRIDGE RD
CITY OF PEARLAND		3519 LIBERTY DR
COLLINS WILLIAM M & APRIL M		2204 SAINT JAMES PL
CONE ANDREW & GABRIELLA		108 TANAGER LN
COTTON ASHLEY DAWN		2138 TOWER BRIDGE ROAD
CROUCH MARTHA ALEXANDER		235 W SEALY ST
DILWORTH RODNEY RICK		3131 RUBY FALLS CT
DIMAS ROBERTO & BECKY		2128 TOWER BRIDGE RD
ELLIS DWAYNE ALBERT		2001 WESTMINISTER ST
ENDRIS ROBERT T JR & PEIHONG DONG ENDRIS		3210 LONDON CT
FREITAG GILBERT ALAN & EMILIA E		
FULLER KEVIN		2105 TOWER BRIDGE RD
GEORGIU JOSEPH & GLORIA		2004 TOWER BRIDGE RD
GILMER HENRY G III & MONICA		2129 TOWER BRIDGE RD
GOSS MARSHELLE D		2130 TOWER BRIDGE RD
GUERRIERE THOMAS A & MADELEINE		3201 LONDON CT
HAMILTON TRAVIS S & AMY J		2002 WESTMINISTER ST

HARDY RONALD R & SHELLEY
HARRIS THOMAS R
HECKMAN RONALD W & KIM T
HINTON JOHN J & JEREMY
INGEBREDTSEN THOMAS & TONI
JUBERT DUANE C & AMANDA M
KENNEY STEVE & DANA
KENNEY STEVE & GERALD
KING GEORGE R & SANDRA W
LAFLEUR MELISSA MICHELLE & MATTHEW WAYNE ROSE
LAROWE LOTTIE NELL REV TRST
LAUDANO JOSEPH JR
LE KEVIN & THANH KIM PHAM
LOPEZ JOSE & LUZ M LOPEZ
LOZANO ANSELMO JR & SANDRA
MACK GARY A
MANZANO ROBERT L & CYNTHIA
MARCONTELL DOUGLAS E & SUSAN C
MARESH LARRY G & EVELYN
MCCREADY GEORGE S & MAGINA
MORENO JOEANN & BIANCA Y
MORRISON JONATHAN P
NGUYEN CUONG QUOC
NGUYEN VINH VAN & LENDI THI
NUNN BARNETT G
PERRY ZACHARY & FANNIE P
PETERS GREGORY F & MELISSA
PORTER RIKKI S & ALLISON
POWERS MICHAEL & ROBLES-POWERS JOAQUINA
RAMIREZ ROGELIO E
RATHJE MATTHEW L & DEANNA
RATLIFF CLYDE ANTHONY & DALY MELISSA RENE
REDLINGER JAMES WILLIAM
RENDON KATY

2108 TOWER BRIDGE RD
2201 MANCHESTER LN
2001 TOWER BRIDGE RD
2118 TOWER BRIDGE RD
2123 TOWER BRIDGE RD
3208 LONDON CT
2116 TOWER BRIDGE RD
2116 TOWER BRIDGE RD
2008 TOWER BRIDGE RD
2003 TOWER BRIDGE RD
4325 LAUREN LN
2124 MANCHESTER LN
3206 LONDON CT
2203 MANCHESTER LN
3213 LONDON CT
3212 LONDON CT
2006 TOWER BRIDGE RD
3209 LONDON CT
3207 LONDON CT
2115 TOWER BRIDGE RD
2101 TOWER BRIDGE RD
2202 SAINT JAMES PL
3205 LONDON CT
2202 MANCHESTER LN
3204 LONDON CT
3009 LONDON CT
2120 TOWER BRIDGE RD
2106 TOWER BRIDGE RD
2113 TOWER BRIDGE RD
2203 ALEXANDER LN
2125 ALEXANDER LN
939 MANZANO ST NE
2201 ALEXANDER LN
2126 TOWER BRIDGE RD

RESTIVO GEORGE J & MARGARET D
RINGROSE ROY M & LYNETTE
RIVERA EDGAR & LAURA ZEPEDA
ROBINSON CHARLENE B
RUDELLE GARRY D & DONNA J
SANDSTRUM DONALD W & JANICE K
SKLENARIK CLARENCE F & PAULA
SLOMINSKI EDWARD M & LUCY
SPESHOCK CARL H & ANGELES C
SPOZIO RONALD CRAIG
STUEBER JAMES H & CLAIRE
THIRD COAST RESOURCES I LTD
VERA ROBERT & LISA
VILLEJOIN DAVID
WATKINS ROBERT E & PHYLLIS
WEST JEFFERY R & PAMELA
WIGINTON MARCUS E
WILLIAMS OPAL A
WITTMAN WENDY A
WOLLAM RYAN A & AMANDA M
WOODARD JAMES M
ROBERT ALEXANDER
SALIM OBEID
A.J. CROUCH

LJA ENGINEERING

2002 TOWER BRIDGE RD
2132 TOWER BRIDGE RD
3211 LONDON CT
3203 LONDON CT
2144 TOWER BRIDGE RD
2121 TOWER BRIDGE RD
3214 LONDON CT
2005 TOWER BRIDGE RD
2112 TOWER BRIDGE RD
2119 TOWER BRIDGE RD
3202 LONDON CT
606 WHITEHURST CT
2136 TOWER BRIDGE RD
PO BOX 717
2142 TOWER BRIDGE RD
2125 TOWER BRIDGE RD
2007 TOWER BRIDGE RD
2104 TOWER BRIDGE RD
2127 TOWER BRIDGE RD
2122 TOWER BRIDGE RD
2003 WESTMINISTER ST
219 TIMBER VIEW DR
2929 BRIARPARK
235 SEALY ST

	PEARLAND	TX	77581
	PEARLAND	TX	77581
	PEARLAND	TX	77584
	PEARLAND	TX	77581
	KATY	TX	77450
	PEARLAND	TX	77581
	PEARLAND	TX	77588
	PEARLAND	TX	77581
	BOERNE	TX	78006
600	HOUSTON	TX	77042
	ALVIN	TX	77571

Planned Development for Pearland Marketplace

Prepared For
Milestone Properties

LJA Engineering, Inc.
July 2014

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I. INTRODUCTION

A. Description of the Subject Property

Pearland Marketplace is located at the south corner of the intersection of Pearland Parkway and Barry Rose Road. The site is a 26.524 Acre property out of ±46.0 acres bounded the southeast by the existing Banbury Cross Section IV subdivision, bounded on the southwest by the existing Alexander Landing Section 4 subdivision, bounded on the northeast by Pearland Parkway and bounded on the northwest by Barry Rose Road. The site is currently vacant. Milestone Properties has contracted to buy and develop the site. Refer to Exhibit A -- Project Location.

B. Description of Proposed Development.

Pearland Marketplace will be developed as a mix of neighborhood service retail and pad sites that will be anchored with a grocery store. The site is designed to maximize the separation of pedestrian and vehicular circulation allowing safe and easy access to these services while enhancing the overall development. Key elements of the overall site plan include:

1. Vehicular access to the site will include two primary entry driveways located along Pearland Parkway and two located along Barry Rose Rd., which allow easy vehicular access throughout the site. These primary driveways are accented with special paving, landscaping, signage and monumentation at the entrances, intersections and terminus creating points of interest at the main activity nodes throughout the site creating a cohesive development with a unified theme. Other areas accented with special paving, landscaping and/or monumentation include the secondary driveway entrances, pedestrian crossings, and main entrances to the grocery store. Special paving shall consist of Pave Stone pavers or equal. Refer to Exhibit E - Special Paving Images. The location and number of entry driveways is subject to change upon review and approval of a traffic impact analysis.
2. The primary retail plaza is located close to Pearland Parkway and will provide the development with an accessible outdoor urban public space that will be accented with landscaping, site furnishings and is adjacent to an open space area. The plaza is located on the Northeast end of the retail building providing shade in the afternoon making it suitable location for a restaurant or café that provides outdoor dining. It is a generous size and will function as a multi-use area. The opposite end of the retail building includes a smaller plaza with access to and views of the trail along the detention basin. This location with access to the trail would also be ideal for outdoor dining, café or a coffee house. Refer to Exhibit G - Examples of Site Furnishings
3. Pedestrians can access the site along Pearland Parkway and Barry Rose Rd. at the primary and secondary driveways. Access is provided for the neighborhood to the South at the end of Westminster Rd. tying in with the primary retail plaza. Primary pedestrian circulation through the site is along a 6' wide sidewalk located along one side of the primary and secondary driveways. The retail building and grocery store also provide pedestrian circulation and paving along their façade.
4. A 6' wide concrete pathway will be located along the edge of the detention basin providing additional access and recreational opportunities for the retail center and the adjacent neighborhood. This pathway will also tie into Barry Rose Rd. along the access road. The pathway will be planted with shade trees along the path and accented with flowering trees.

5. While the approach to the landscape design is typical for this type of development, the planting strategy and the amount of planting exceed what is typical enhancing the development and making it unique. The landscape design includes tree lined driveways and sidewalks creating an "avenue" effect that is pleasant for pedestrians and vehicles. Driveway entrances, key intersections, pedestrian crossings and pedestrian plazas are accented with flowering shrubs and trees. The parking lots are primarily planted with shade trees while high activity areas are accented with flowering trees. Shrubs screen the parking areas from the main driveways and the public street.
 6. The landscaping area will include a combination of shrubs and trees near the detention facility and will enhance the screening of the center along the southeastern property line. The detention ponds have been strategically located to provide the maximum buffering from the proposed development to the adjoining residential area coupled with the park like walking trails along the pond.
 7. Proposed tenants will include a 120,000 square foot anchor grocer, fast food restaurants, national retail tenants and multiple pad sites occupied by national restaurants, banks, and/or stand alone retail uses. There will be two reserve sites for future development by uses included within the PD.
 8. All parking areas will be constructed of concrete to enhance the quality and longevity of the project and specific areas will receive decorative paving for site enhancement and connectivity.
 9. The proposed landscaping and open space shown on the site plan will be 15% of the total gross area of the project including the proposed detention ponds and various pockets of landscaping.
- C. Describe the area of land in acreage.**
The total land area is 26.524 acres. Refer to Exhibit A – Site Location and Exhibit B – Survey and Legal Description.
- D. A statement as to the purpose and intent of the PD district established therein.**
The purpose and intent of the PD district is to facilitate the design and implementation of a retail development that is designed to aesthetically complement the adjacent residential and commercial areas.

II. ZONING AND LAND USE

- A. Describe the existing zoning districts and the boundaries of said districts.**
There are four existing zoning areas for the tract consisting of an Office-Professional PD prepared for New Life Lutheran Church, R-2, general business (GB), and office-professional (OP). Refer to Exhibit C –Existing Zoning Map.
- B. Describe the base zoning district(s) to be overlaid.**
The PD is proposed to be based upon general business zoning district (GB).
- C. The general standards applicable to development within the district**
The site, regardless of zoning district, is located on Pearland Parkway, a designated corridor within the Corridor Overlay District. The Corridor Overlay District affects any tract located along specified major thoroughfares in Pearland. The project complies with the GB and the COD districts. The COD is discussed further in Section III of this document. Other aspects

of the project such as the parking, signage, lighting, etc. are discussed further in Section III of this document.

The management of the project will be overseen by a professional commercial property manager with expertise in maintenance and continuity of the common areas. The phasing plan is discussed further in Section V of this document.

Standards within Zoning District Table

	GB
Density	None listed
Lot Area (Min.)	22,500 sq. ft.
Lot Width (Min.)	150'
Lot Depth (Min.)	125'
Lot Coverage	None listed
Building Height	45'
Front Setback	25'
Side Setback	10' or 25' if abuts residential
Rear Setback	25'

1. Provide the percentage of use in each zoning classification.

The land use in the overall project is 100% commercial/retail/detention and will be in accordance with the land uses permitted in GB zone, except for prohibited uses listed below. There is no parkland dedication requirement, and there are no public streets located internally to the project.

2. Prohibited Uses

Currently, the GB zone allows for several uses that are not suited for a retail development. Exhibit F is a list of all the prohibited uses that otherwise are allowed in the GB zone.

- D. The permitted, conditional and accessory uses authorized in the district, the location of such uses, the residential densities or other measurements of development intensity associated with base districts or phases of the development in conformance with the approved Design Plan.**

Pearland Marketplace is a proposed retail/commercial project and at this time, the tenants have not been selected. A detention pond is proposed to retain storm water for this site as required by Brazoria Drainage District 4 and the City of Pearland.

III. DESIGN STANDARDS APPLICABLE TO THE DEVELOPMENT

- A. Design Standards.** Specific design standards, including signage, building height, landscaping, fencing, parking, etc., that are applicable to this development are the standards set forth for the GB zoning district which are listed in Chapter 2, Article 4, Division 4, Section 4 of the UDC and the design standards for the Corridor Overlay District, as listed in Chapter 2, Article 4, Division 5, Section 1 of the UDC. Refer to Exhibit D – Design Plan.

1. Building Materials

The project complies with the current UDC standards. Beyond minimum standards, buildings within this project will be required to include two types of materials for each store front and multi-tenant pad site, a stucco, tilt-wall or concrete masonry building. Each building will include a percentage of stone &/or brick material. This minimum is 30% of the non-transparency area of the building. In addition to the two types of materials, architectural enhancements, such as towers, pilasters, and canopies will also be included on each building. Other architectural enhancements shall be reviewed and approved by City Pearland Planning and Zoning department during permit review.

2. Landscape Enhancements:

While the approach to the landscape design is typical for this type of development, the planting strategy and the amount of planting exceed what is typical enhancing the development and making it unique. The landscape design includes tree lined driveways and sidewalks creating an "avenue" effect that is pleasant for pedestrians and vehicles. Driveway entrances, key intersections, pedestrian crossings and pedestrian plazas are accented with flowering shrubs and trees. The parking lots are primarily planted with shade trees while high activity areas are accented with flowering trees. Shrubs screen the parking areas from the main driveways and the public street.

3. Plaza

The primary retail plaza is located close to Pearland Parkway and will provide the development with an accessible outdoor urban public space that will be accented with landscaping, site furnishings and is adjacent to an open space area. The plaza is located on the Northeast end of the retail building providing shade in the afternoon making it suitable location for a restaurant or café that provides outdoor dining. It is a generous size and will function as a multi-use area. The opposite end of the retail building includes a smaller plaza with access to and views of the trail along the detention basin. This location with access to the trail would also be ideal for outdoor dining, café or a coffee house. Refer to Exhibit D- Design Plan.

4. Sidewalks

The sidewalk located along Pearland Parkway complies with the width and material standards stated in the current UDC 2.4.5.1(1). Primary pedestrian circulation through the site is along a 6' wide sidewalk located along one side of the primary and secondary driveways. The retail building and grocery store also provide pedestrian circulation and paving along their façade. A 6' wide concrete pathway will be located along the edge of the detention basin providing additional access and recreational opportunities for the retail center and the adjacent neighborhood. This pathway will also tie into Barry Rose Rd, along the access road. Refer to Exhibit D -Design Plan for general location and proposed alignment of the sidewalks.

5. Parking, Vehicular Circulation, and Lighting

The project complies with the current UDC. This section also includes standards of lighting of the parking lot and sidewalks. The lighting height will be a cohesive plan with a maximum of 20 foot height around. However, no light pole will be taller than the building it serves. Refer to Exhibit D - Design Plan for general layout of the parking lot and the vehicle circulation plan.

6. Fencing

The tracts to the southeast and southwest are currently zoned residential, which requires masonry fencing or a 25' landscape buffer. The required 25' buffer will be

maintained, with the exception that the detention ponds will be allowed within the landscape buffers.

7. Corridor Overlay District

The project complies with the current UDC standards for the COD. These standards apply because the project abuts Pearland Parkway. Included within these standards are requirements for building articulation and building material, increased building line and landscape enhancements along the street and the increased screening standards along any parking areas.

B. Refer to Design Plan and describe which aspects of plan are precise and which are general.

The Design Plan in this document is included for the sole purpose of establishing general design guidelines as to the basic character and physical relationships of the planned uses and facilities. The ideas and plans represent the intent of the developer and the quality and character of the development. Adjustments to the Design Plan that do not introduce or remove new public facilities, do not deviate from the Design Plan and otherwise comply with the intent of the various requirements within the Pearland Marketplace PD and other city ordinances and regulations in effect at the time this document is adopted shall not require separate or additional approvals from City Council or the Planning & Zoning Commission. It is essential to the success of the Pearland Marketplace PD to maintain flexibility in the site plan process in order to respond to ever changing market conditions and retail demand. Listed below are criteria to further define the flexibility with respect to the Master plan.

- The location of the open space may shift within the project to accommodate specific change in the dimensions of buildings, parking and pad sites so long as the basic concept and intent of the Master plan remains intact.
- In general, it is the intent that the variations and offsets be constructed as shown in these exhibits. In no case shall there be a continuous facade longer than 400 feet of the collective building and each offset shall be no less than a minimum of 3 feet.
- The location of buildings including pad sites may shift or be altered in size and dimension. Such changes may be made without separate or further approvals from the City Council or the Planning and Zoning Commission so long as the movements and changes are less than 10 feet or 10% in size.

C. A specific list of deviations from standards in the base zoning district(s), together with any standards in the ordinance which are to be varied for development within the PD district.

The intent of the proposed plan is to comply with the standards of the GB zoning district for the entire project with the exception of those items listed below.

1. Signage

Section 4.2.5.4 (b)(2) places a maximum of two multi-user/multi-tenant signs per street frontage separated by a minimum of 600' for an integrated business development. The frontage the project possesses along Pearland Parkway is ±1,100 feet. The project abuts approximately 3,470 feet along Barry Rose Road. Due to the size of the property and the number of tenants proposed for this development, an additional multi-tenant sign, for a total of four signs, is required to accommodate signage for all of the tenants. Two of the multi-tenant signs will accommodate the tenants in the rear of the property along Barry Rose, while the last two multi-tenant

signs will accommodate the multiple tenants in the building sites adjacent to Pearland Parkway. Each building site will hold approximately three to five tenants. All signs will be consistent in material and style. The multi-user/multi-tenant signs will comply with maximum height and maximum area as stated in the current UDC. We request that signage requirements apply to the PD rather than to the parcels of land within the PD that may fall under separate ownership. Refer to Exhibit – D Design Plan, for sign locations and call-outs on-site.

D. All requirements of the Unified Development Code will be met, except those specifically mentioned above in Section III C of this Planned Development.

IV. REQUIRED DEDICATIONS OF LAND OR PUBLIC IMPROVEMENTS

Pearland Marketplace is solely commercial and does not require dedication of land for parkland or public improvements to any roadways, unless required by the City.

V. PHASING SCHEDULE FOR THE PROJECT

The project is divided into three phases. The development of the Grocer Anchor building, parking lot and fuel station are Phase I. Phase II will consist of development of the strip retail center. Phase III will consist of the development of the pad sites.

DESCRIPTION OF
26.524 ACRES
PROPOSED ZONE BOUNDARY

Being 26.524 acres of land located in the Thomas J. Green Survey, Abstract No. 198, Brazoria County, Texas, more particularly being a portion of the residue of that certain called 140.6899 acre tract conveyed to Martha Alexander Crouch by instrument of record in Volume 1595, Page 422 of the Deed Records of said Brazoria County (B.C.D.R.) and a portion of the residue of that certain called 172.0566 acre tract conveyed to Robert L. Alexander by instrument of record in Volume 1725, Page 193 (B.C.D.R.), said 26.524 acres being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83, 2001 adjustment);

BEGINNING at a 5/8-inch iron rod with cap stamped "LJA ENG" previously set for the northwest corner of Banbury Cross Section IV, a subdivision of record in Volume 19, Page 487-488 of the Plat Records of said Brazoria County (B.C.P.R.), being the north corner of Block 11, Lot 13 of said Banbury Cross Section IV, being in an easterly line of the residue of said 172.0566 acre tract, from which a found 5/8-inch iron rod bears South 46° 29' 44 West, 4.90 feet;

Thence, South 41° 43' 28" West, along said easterly line and the northwesterly line of said Banbury Cross Section IV, 604.43 feet to a 5/8-inch iron rod found for the most northerly common corner of Lot 4 and Lot 5, Block 11 of said Banbury Cross Section IV;

Thence, North 47° 01' 13" West, departing said easterly line acres and the northwesterly line of said Banbury Cross Section IV, 768.74 feet to 5/8-inch iron rod with cap stamped "RPLS 1718", found on the south line of that certain called 3.644 acre tract (Parcel 3) conveyed to City of Pearland by instrument of record under Document Number 20050118363 of the Official Records of said Brazoria County, B.C.O.R.;

Thence, North 41° 40' 30" East, along the south line of said 3.644 acres, the south line of that certain called 4.137 acres tract (Parcel 5) conveyed to City of Pearland by instrument of record under File Number 04-003782, B.C.O.R. and the south line of that certain called 0.149

acre tract (Tract 1) conveyed to City of Pearland by instrument of record under File Number 01-032032, B.C.O.R., 1,262.37 feet to a 5/8-inch iron rod with cap stamped "LJA ENG", previously set for corner, same being an angle point on the south line of said 0.419 acre tract;

Thence, South $86^{\circ} 04' 59''$ East, along the south line of said 0.419 acre tract, 43.93 feet to a point for corner on the south line of that certain called 2.739 acres tract conveyed to City of Pearland, by instrument of record in File Number 98-054852, B.C.O.R. and a point on the south right-of-way line of Pearland Parkway (130 feet wide), from which a 5/8-inch iron rod with cap stamped "Wilson" bears North $75^{\circ} 20' 20''$ East, 0.47 feet;

Thence, along the south line of said 2.739 acres, the westerly line of that certain called 1.164 acre tract conveyed to City of Pearland, by instrument of record under File Number 98-054881, B.C.O.R. and Pearland Parkway the following two (3) courses;

1. South $48^{\circ} 23' 21''$ East, 367.45 feet to a 5/8-inch iron rod with cap stamped "LJA ENG", previously set for corner, the beginning of a curve;
2. 532.98 feet along the arc of a tangent curve to the right, having a radius of 1805.00 feet, a central angle of $16^{\circ} 55' 06''$, and a chord which bears South $39^{\circ} 55' 48''$ East, 531.05 feet to a 5/8-inch iron rod with cap stamped "LJA ENG", previously set for corner;
3. South $31^{\circ} 28' 15''$ East, 208.12 feet to a 5/8-inch iron rod with cap stamped "LJA ENG", previously set for the northwest corner of that certain called 0.299 acre tract conveyed to City of Pearland, by instrument of record under File Number 99-013566, B.C.O.R. and being on a northerly line of a called 100 feet wide Drainage Easement conveyed to Brazoria County Drainage District Number Four (4) by instruments of record in Volume 1736, Page 884, B.C.D.R. and in Volume 1760, Page 655, B.C.D.R.;

26.524 acre

April 18, 2014
Job No. 1727-7002

Thence, South 56° 00' 19" West, departing the south line of said Pearland Parkway and the south line of said 1.164 acre tract, along a northerly line of said 100 feet wide Drainage Easement, 359.97 feet to a 5/8-inch iron rod with cap stamped "LJA ENG", previously set for corner;

Thence, South 18° 03' 06" East, along a westerly line of said 100 feet wide Drainage Easement, 30.04 feet to the northeast corner of aforementioned Banbury Cross Section IV, and being the northeast corner of Block 8, Lot 86 of said Banbury Cross Section IV, from which a found 5/8-inch iron rod, bears North 20° 47' 07" West, 0.60 feet;

Thence North 82° 38' 01" West, along the northeasterly line of said Banbury Cross Section IV, 356.54 feet to the POINT OF BEGINNING and containing 26.524 acres of land.



LJA Engineering, Inc.

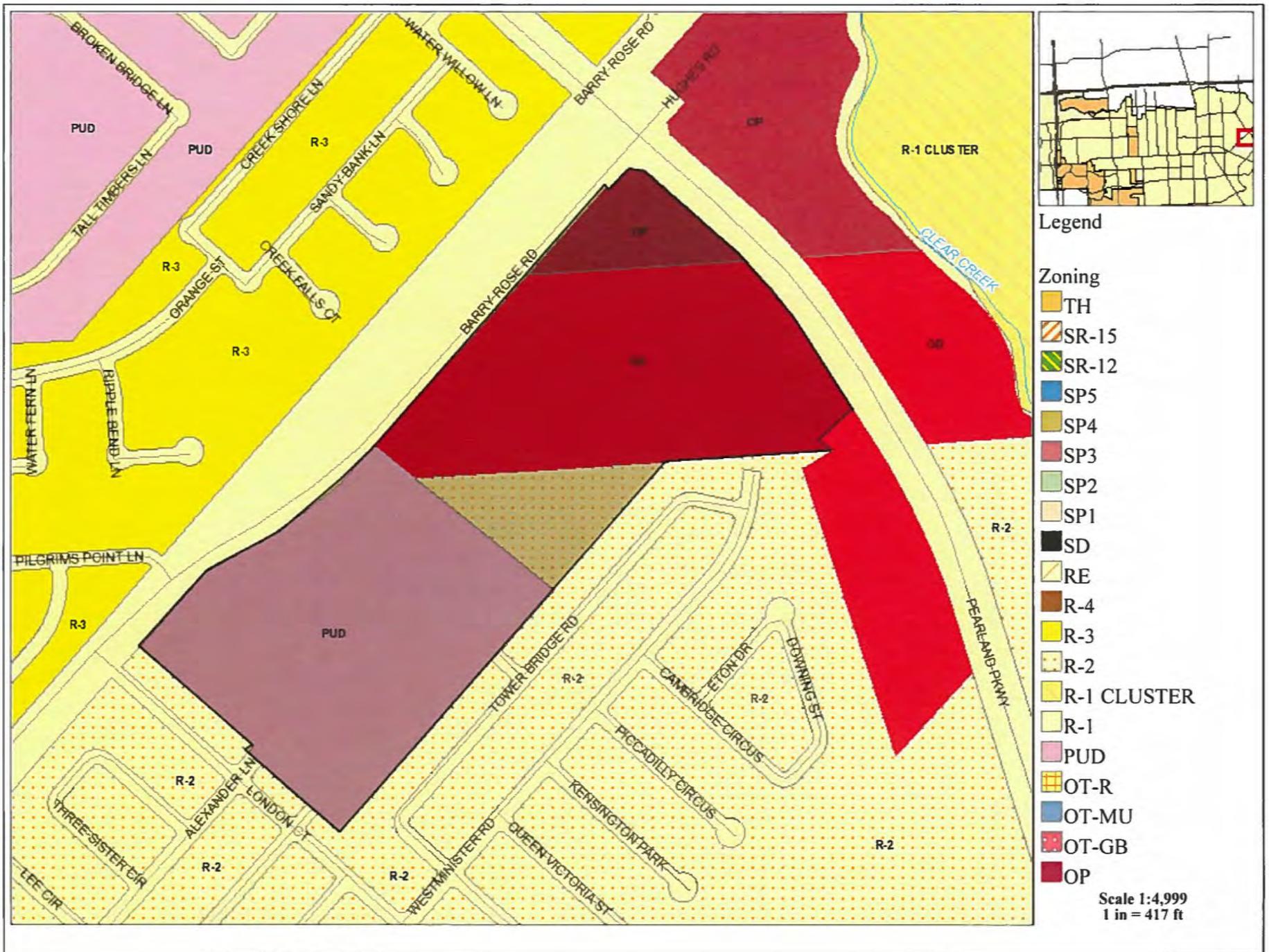
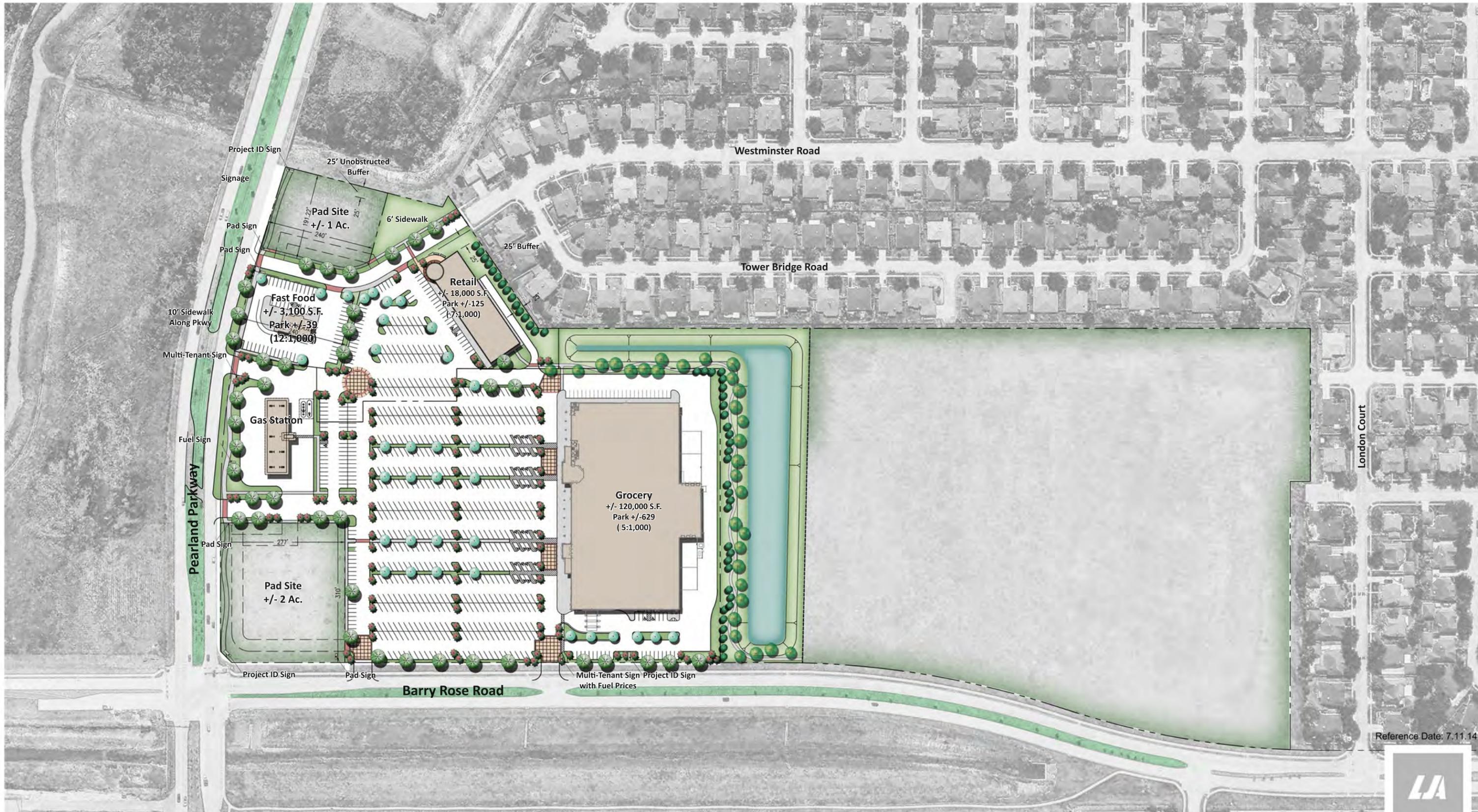


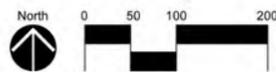
Exhibit C - Existing Zoning Map



Reference Date: 7.11.14

Exhibit D Design Plan

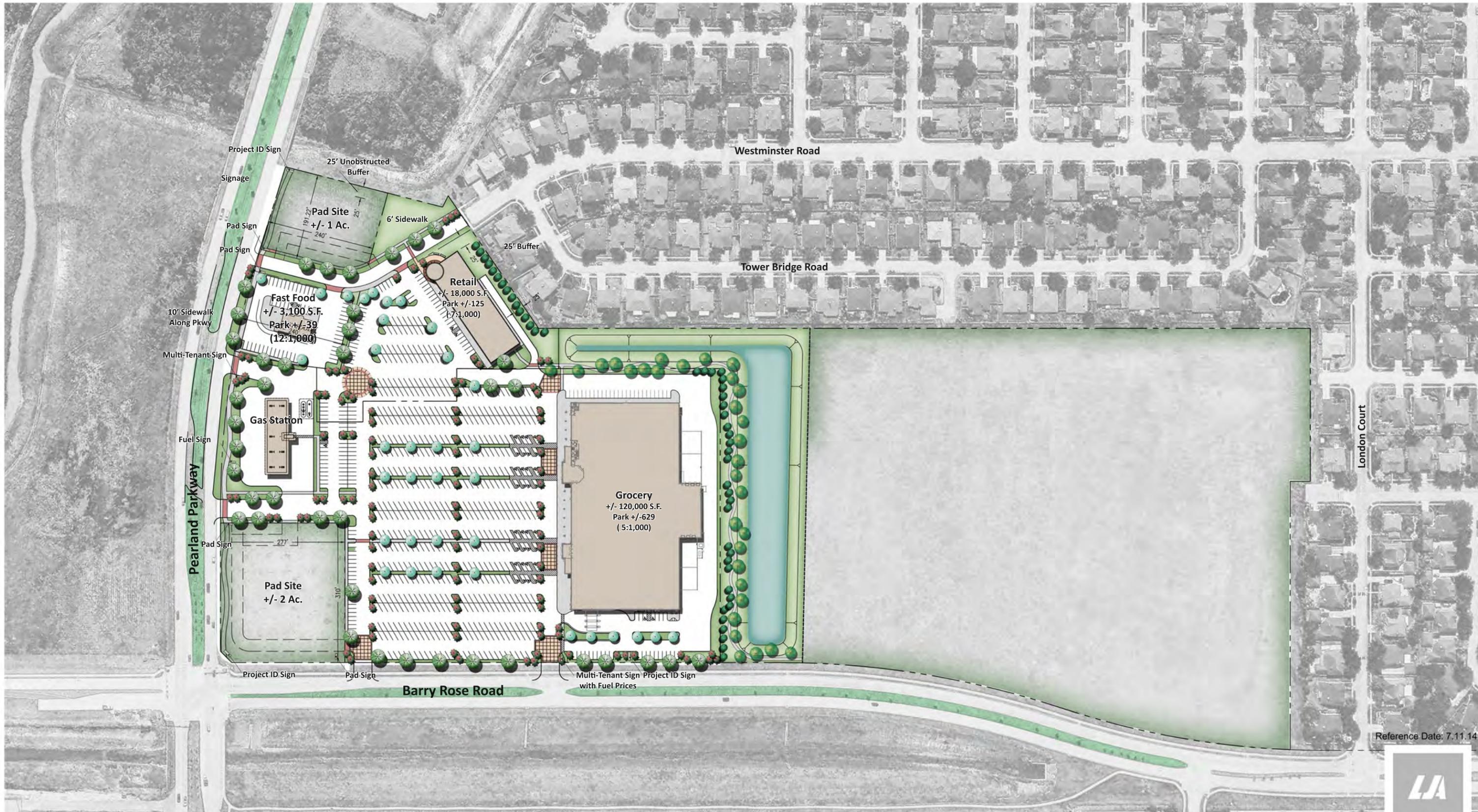
Proposed Barry Rose Pearland Parkway Development City of Pearland, Texas



Planning & Landscape Architecture
Sustainable Design
Community Planning
Urban Design
Landscape Architecture

LJA Engineering, Inc.
2929 Briarpark Drive, Suite 600
Houston, Texas 77042-3763
713.953.5200 F 713.953.5026

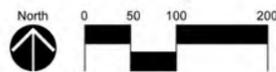
25231 Grogan's Hill Road, Suite 330
The Woodlands, Texas 77380
281.210.1750 F 281.210.1799



Reference Date: 7.11.14

Exhibit D Design Plan

Proposed Barry Rose Pearland Parkway Development City of Pearland, Texas




**Planning &
Landscape Architecture**
Sustainable Design
Community Planning
Urban Design
Landscape Architecture

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EXHIBIT E
SPECIAL PAVING IMAGES



Vehicular



Plaza



Driveway Intersection



Intersection



Retail Front

EXHIBIT F
PROHIBITED USES LIST

Agriculture (Field or crop)
Agriculture Animal Husbandry
Farm (Ranch or Livestock)
Feed & grain store supply (C)
Boarding or Rooming House
Farm Accessory Building
Guest, caretaker or security quarters (C)
Off street parking incidental to residential main use
Social & Recreational building (homeowners association, neighborhood recreation center
Country Club, private or public golf course
Fairgrounds, Rodeo grounds (C)
Swimming pool private (Resident Use Only)
Tennis or swim club (Private, for Profit)
Tennis Court (private/lighted)(C)

Auto uses

All terrain vehicles (go-carts & motor cycles) dealer/ sales
Auto glass repair/tinting (C)
Auto interior shop/upholstery (C)
Auto Parts Sales with outside storage or Display (C)
Auto Parts Sales (Indoors Only; with repair bays) (C)
Auto Rental (C)
Auto repair minor (C)
Auto sales/dealer (new –in building, auto servicing and used auto sales as accessory uses only)
 Combined auto lease
Auto wash (full service, detail shop)
Commercial transit terminal
Parking lot or garage for passenger cars and trucks of less than one ton capacity

Office uses

Credit agency
Office, parole-probation, bail bonds
Office/Clinic Veterinarian (Animal Hospital with Outside Pens)
Telemarketing agency (C)
Ambulance service (C)
Bed & breakfast inn
Check Cashing Service
Extended stay motel/hotel
Funeral Home (including crematorium (C)
Laundromat (self service laundry)
Rehabilitation care facility (halfway house)
Rehabilitation care institution (commercial)
Astrology, hypnotists or psychic arts
Bakery (wholesale)
Convenience Store (without gasoline)
Garage and/or yard sales (C)
General Retail Store, other than listed
Market – Open Air (Flea Market)(C)
Medical Appliances & Sales
Piano and Musical Instruments (retail only)

Institutional and government uses

Adult day care (business)
Assisted living facility

Auction house
Child day care (business)
Child Day Nursery
Church, temple, or place of worship
Civic center (municipal)
Civic club
Convent or monastery
Day camp (for children)
Fraternal Organization
Fraternity or sorority house
Governmental building or use
Home of alcoholic, narcotic or psychiatric patients (C)
Hospital (for profit or not for profit)
Institution of religious, education, or philanthropic nature
Library, public or museum (indoor)
Mortuary/cemetery
Municipal public administration offices
Nursing/Convalescent Home (Skilled Nursing facility)
School — elementary, junior or high school
School — other than public or parochial
Sheltered care facility (C)
Studio or radio and or television (no towers)

Utility and Related Uses

Cellular Communications Tower/PCS (C)
Electric Substation (C)
Franchised Private Utility (other than those listed)(C)
Gas Transmission & Metering Station (C)
Radio or Television or Microwave Towers (C)
Radio or Television Transmission Station (C)
Satellite Dish (Private, greater than 4' diameter)
Telephone Exchange Switching relay & Transmitting Equipment (C)

Commercial and related uses

Cabinet business
Cannery Wholesale (C)
Dance hall or night club (C)
Drive in theater (C)
Exterminator service/company (no outdoor sales or storage)(C)
Heating and air conditioning sales/service (C)
Mini warehouse/self storage (C)
Moving and storage company (C)
News printing/book binding (C)
Outside Storage (C)

Industrial uses

Airport and helipad landing field (C)
Animal-processing(C)
Asphalt batching plant (C)
Asphalt/concrete batching plant (C)
Commercial extraction of soil, sand or gravel (C)
Petroleum or petroleum product extraction (C)



Sidewalk Bench



Bike Rack



Trash Receptacle

Exhibit G

Examples of Site Furnishings

Proposed Barry Rose Pearland Parkway Development

City of Pearland, Texas

Reference Date: 7.11.14



**Planning &
Landscape Architecture**
Sustainable Design
Community Planning
Urban Design
Landscape Architecture

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New Business Item No. 5

5. **Consideration and Possible Action of – Resolution No. R2014-144** – A Resolution of the City Council of the City of Pearland, Texas, awarding a bid for the purchase of eighteen (18) fleet vehicles from Caldwell Country Chevrolet in the amount of \$523,961.00 through the TASB Buyboard, and one (1) ambulance body remount from Sterling McCall Ford in the amount of \$83,100.00 through the HGAC cooperative purchasing contract.

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

AGENDA OF:	November 24, 2014	ITEM NO.:	Resolution No. R2014-144
DATE SUBMITTED:	November 12, 2014	DEPT. OF ORIGIN:	
PREPARED BY:	Bob Pearce	PRESENTOR:	Bob Pearce/Eric Wilson
REVIEWED BY:	Jon R. Branson	REVIEW DATE:	November 18, 2014
SUBJECT: RESOLUTION NO. R2014-144 - A Resolution of the City Council of the City of Pearland, Texas, awarding a bid for the purchase of eighteen (18) fleet vehicles from Coldwell Chevrolet in the amount of \$523,961.00 through the TASB Buyboard, and one (1) ambulance body remount from Sterling McCall Ford in the amount of \$83,100.00 through the HGAC cooperative purchasing contract.			
EXHIBITS: Resolution #R2014- 144 Exhibit to Resolution – Vehicle Purchase Summary			
FUNDING:			
<input type="checkbox"/> Bonds To Be Sold	<input type="checkbox"/> Grant	<input type="checkbox"/> Developer/Other	<input checked="" type="checkbox"/> Cash
<input type="checkbox"/> Bonds- Sold	<input type="checkbox"/> L/P – Sold	<input type="checkbox"/> L/P – To Be Sold	
EXPENDITURE REQUIRED: \$607,461 (General Fund)			
AMOUNT BUDGETED: \$515,638 (General Fund)			
AMOUNT AVAILABLE: \$515,638		PROJECT NO.:	
ACCOUNT NO.: Various – please see attached Vehicle Purchase Summary			
ADDITIONAL APPROPRIATION REQUIRED: \$91,823 (General Fund)			
ACCOUNT NO.:			
PROJECT NO.:			
To be completed by Department:			
<input checked="" type="checkbox"/> Finance	<input checked="" type="checkbox"/> Legal	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution

EXECUTIVE SUMMARY

BACKGROUND

City departments require the annual purchase of new and replacement vehicles to facilitate performance of essential City services, pursuant to City Council approval of the recommended

vehicle budget. Fleet Maintenance personnel have reviewed all requests for vehicles, and have recommended the purchases referenced herein based on the condition, mileage and maintenance requirements of existing vehicle stock, as well as additional departmental vehicle needs forecasted for FY2015. Nineteen (19) first-responder vehicles are included in this purchase request and include three police patrol vehicles that were totaled later in fiscal year 2014 and not budgeted in fiscal year 2015. The balance of FY2015 vehicle requirements will be brought before City Council for consideration at a later date.

Purchasing staff has obtained Texas Association of School Board (TASB) Buyboard contract pricing for the Chevrolet vehicle purchases and from the Houston-Galveston Area Council contract for the ambulance remount, due to the historically advantageous pricing afforded by the respective cooperative purchasing programs. The discounted pricing is attributable to the significant volume of units purchased state-wide under the cooperative contracts.

All replaced vehicles will be sold via auction in accordance with the City's surplus property disposal policy.

SCOPE OF CONTRACT

The awarded vendors will deliver nineteen (19) new and replacement vehicles, as identified in the attached vehicle purchase summary.

BID AND AWARD

The TASB Buyboard contract will be utilized for the purchase of the required vehicles in the amounts of \$523,961.00 from Caldwell Country Chevrolet for Chevrolet police package vehicles, and the Houston-Galveston Area Council contract will be utilized for the ambulance remount by Frazer Bilt personnel on a 2015 Chevrolet C3500 chassis (through Sterling McCall Ford as its licensed dealer) in the amount of \$83,100.00. The contracts meet all requirements of Local Government Code 252 relative to competitive bidding by Texas municipalities.

SCHEDULE

Anticipated delivery time for the Chevrolet patrol vehicles will be from stock to 90 days, depending on dealership's current inventory at time of order, and the ambulance remount should be complete by late-February, 2015.

POLICY/GOAL CONSIDERATION

This bid award will provide sufficient and reliable transportation for City employees to carry out the City's public safety service objectives for its residents.

CURRENT AND FUTURE FUNDING /FINANCIAL IMPACTS/DEBT SERVICE

Funding for this purchase will come from Police and Fire Department budgets, as reflected in summary. Please note that the General Fund budgeted amount in the above-referenced summary does not include funding for the replacement of three (3) PD Tahoes which were totaled in FY2014, and which will be replaced with this vehicle order.

The additional funding of \$91,823 needed in the General Fund to fund the purchase of vehicles requested herein is recommended to be funded from the fiscal year 2014 General Fund Balance of \$19,454,500, or \$3.9 million greater than projected. The fiscal year 2014 carryover request will come before City Council for approval in December.

RECOMMENDED ACTION

City Council consideration and approval of Resolution No. R2014-144 – awarding a bid for the purchase of eighteen (18) fleet vehicles from Caldwell Chevrolet in the amount of \$523,961.00 through the TASB Buyboard contract, and one (1) ambulance body remount from Sterling McCall Ford in the amount of \$83,100 through the Houston-Galveston Area Council (HGAC) cooperative purchasing contract and approve funding from the General Fund, Fund balance in the amount of \$91,823.

RESOLUTION NO. R2014-144

A Resolution of the City Council of the City of Pearland, Texas, awarding a bid for the purchase of eighteen (18) fleet vehicles from Caldwell Country Chevrolet in the amount of \$523,961.00 through the TASB Buyboard, and one (1) ambulance body remount from Sterling McCall Ford in the amount of \$83,100.00 through the HGAC cooperative purchasing contract.

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

Section 1. That contract pricing for the purchase of fleet vehicles has been obtained through the TASB Buyboard Program and the HGAC cooperative purchasing contract.

Section 2. That the City Council hereby awards a bid to purchase eighteen (18) fleet vehicles from Caldwell Country Chevrolet in the amount of \$523,961.00 through the TASB Buyboard, and one (1) ambulance body remount from Sterling McCall Ford in the amount of \$83,100.00 through the HGAC cooperative purchasing contract.

Section 3. The City Manager or his designee is hereby authorized to execute a contract for the purchase of fleet vehicles.

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

TOM REID
MAYOR

RESOLUTION NO. R201-144

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

NGHIEM V. DOAN
DEPUTY CITY ATTORNEY

**VEHICLE PURCHASE SUMMARY
FISCAL YEAR 2015**

DEPARTMENT - DIVISION	VEHICLE TYPE - CONTRACT DEALER	QUANTITY	BUDGETED	CURRENT TASB CONTRACT PRICING
Police Department/Patrol - 2212	Chevrolet Tahoe - Caldwell Country Chev.	15 (3 new)	\$ 350,640.00	\$ 438,525.00
Police Department/Investigations - 2213	Chevrolet Caprice - Caldwell Country Chev.	2	\$ 52,678.00	\$ 54,610.00
Fire Department - 2320	Ambulance Remount - Sterling McCall	1	\$ 83,100.00	\$ 83,100.00
Fire Department - 2320	Chevrolet Tahoe - Caldwell Country Chev.	1	\$ 29,220.00	\$ 30,426.00
	Vehicle Totals	19 vehicles	\$ 515,638.00	\$ 606,661.00
	TASB Buyboard Fee			\$ 400.00
	Total Vehicle Expenditure		\$ 515,638.00	\$ 607,061.00