

AGENDA

CITY OF PEARLAND ♦ CITY COUNCIL

April 27, 2015

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, TRMC
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 will be presenting the following:

A Proclamation proclaiming “May 2nd -10th, 2015 As National Travel and Tourism Week.” To be accepted by Kim Sinistore.

A Proclamation proclaiming “The month of May 2015 As Motorcycle Safety Awareness Month.” To be accepted by Calvin Russell.

A Proclamation proclaiming “May 4th thru 10th As 2015 National Arson Week.” To be accepted by Fire Marshal Roland Garcia, and Staff along with Buddy.

A Proclamation proclaiming “May 3rd thru May 9th, 2015 As Municipal Clerks Week.” To be accepted by City Secretary Young Lorfing and Staff.

Presentation will be held:

**Monday, April 27, 2015
6:15 p.m.
Council Chambers
3519 Liberty Drive
Pearland, Texas 77581**



**CITY COUNCIL AGENDA
CITY OF PEARLAND
REGULAR COUNCIL MEETING
MONDAY, APRIL 27, 2015 | 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 March 23, 2015, Regular Meeting, held at 6:30 p.m.
2. Minutes of the April 13, 2015, Regular Meeting, held at 6:30 p.m.

B. **Consideration and Possible Action – Second and Final Reading of Ordinance No. 1512** – An Ordinance of the City Council of the City of Pearland, Texas, finding that the City has established *Guidelines and Criteria for Granting Tax Abatement* pursuant to Resolution No. R2015-19; designating and describing a Reinvestment Zone (to be known as Reinvestment Zone #28) generally located near Kirby Drive and Beltway 8, in accordance with the Property Redevelopment and Tax Abatement Act; finding that the improvements sought are feasible and practical and would be a benefit to the land to be included in the zone and the municipality after the expiration of the Tax Abatement Agreement; authorizing the City Manager to sign tax abatement agreements when approved by the City Council; having a savings clause and a severability clause; and an effective date.

C. **Consideration and Possible Action – Second and Final of Ordinance No. CUP 2015-01** – An Ordinance of the City Council of the City of Pearland, Texas, approving a **Conditional Use Permit (CUP) for an exemption to the façade requirements for an existing structure**, for certain property, being lot Six (6) and the North 12.5 feet of lot Seven (7) in block Six (6), of Hickory Creek Place, a subdivision in Brazoria County, Texas according to the map or plat thereof, recorded in Volume 11, Page 1 of the Plat Records of Brazoria County, Texas. (**Located at 2125 Garden Road, Pearland, TX**), Conditional Use Permit Application No 2015-01, within the Garden/O’Day – Mixed Use (G/O-MU) zoning district, at the request of Ben Searway, applicant; on behalf of SW40, LLC, owner; 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. CUP 2015-02** – An Ordinance of the City Council of the City of Pearland, Texas, approving a **Conditional Use Permit (CUP) to allow for a Mini-Warehouse/Self Storage Facility**, for certain property, being all of Lot 1 of Pearland Senior Village, as recorded in Doc. #2010012628 of the Brazoria County Plat Records in the H.T. & B.R.R. Co. Survey, Abstract No. 242 in Brazoria County, Texas. **(General location being the southwest corner of Broadway Street and Brownstone Place, Pearland, TX)**, Conditional Use Permit Application No 2015-02, within the General Business (GB) zoning district, at the request of BGE Kerry R. Gilbert and Associates, applicant; on behalf of Glass 518 Joint Venture, owner; 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 2015-03** – An ordinance of the City Council of the City of Pearland, Texas, approving a **Conditional Use Permit (CUP) to allow for the construction of a Wireless Telecommunication Tower**, for certain property, 2.046 acres out of Lot 58 of the W. Zychlinski Subdivision, Vol. 29, Pg. 43 of the Brazoria County Deed Records, within the H.T. & B.R.R. Co. Survey, Abstract 542 City of Pearland, Brazoria County, Texas. **(Located at 1515 North Main Street, Pearland, TX)**, Conditional Use Permit Application No 2015-03, within the General Commercial (GC) zoning district, at the request of Greg Gow (FCI) as Agent for Verizon Wireless, applicant; on behalf of Ace Manor Property Development 1, owner; containing a savings clause, a severability clause, and an effective date and other provisions related to the subject
- F. Consideration and Possible Action – Second and Final Reading of Ordinance No. 633-2** – An Ordinance of the City Council of the City of Pearland, Texas, amending Chapter 13, *Health and Sanitation*, Article II, Offensive Conditions, of the City of Pearland Code of Ordinances, as it may have been, from time to time, amended; having a savings clause, a severability clause, and a repealer clause; providing for publication and codification.
- G. Consideration and Possible Action – Resolution No. R2015-65** – A Resolution of the City Council of the City of Pearland, Texas, accepting the City’s Investment Report for the quarter ending March 2015.
- H. Consideration and Possible Action – Resolution No. R2015-71** – A Resolution of the City Council of the City of Pearland, Texas, conveying a Storm Sewer easement to the Harris County Toll Road Authority for service to property in the vicinity of Beltway 8 and Mykawa Road.

VII. MATTERS REMOVED FROM CONSENT AGENDA

VIII. NEW BUSINESS:

1. **Council Input and Discussion** – Economic Update – Greater Houston Partnership.
2. **Consideration and Possible Action – Resolution No. R2015-68** – A Resolution of the City Council of the City of Pearland, Texas, renewing a unit price bid for printing and mailing of water utility bills with Peregrine Services in the estimated amount of \$205,631.00 for the period of May 15, 2015 through May 14, 2016.
3. **Consideration and Possible Action – Resolution No. R2015-73** – A Resolution of the City Council of the City of Pearland, Texas, authorizing a contract for architectural design services with Hall, Barnum and Lucchesi Architects, in the amount of \$407,600.00 for design services associated with the City Hall Complex Renovation Project.
4. **Consideration and Possible Action – Resolution No. R2015-62** – A Resolution of the City Council of the City of Pearland, Texas (“city”) denying the distribution cost recovery factor rate increase of CenterPoint Energy Houston Electric, LLC made on or about April 6, 2015; authorizing participation in a coalition of similarly situated cities; authorizing participation in related rate proceedings; requiring the reimbursement of municipal rate case expenses; authorizing the retention of special counsel; finding that the meeting complies with the open meetings act; making other findings and provisions related to the subject; and declaring an effective date.
5. **Consideration and Possible Action – Resolution No. R2015-63** – A Resolution of the City Council of the City of Pearland, Texas suspending the effective date for ninety days in connection with the statement of intent filed by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas – Texas Coast Division on or about March 27, 2015; authorizing participation in a coalition of similarly situated cities; authorizing participation in related rate proceedings; authorizing the retention of special counsel; requiring the reimbursement of municipal rate case expenses; finding that the meeting complies with the Open Meetings Act; making other findings and provisions related to the subject; and declaring an effective date.
6. **Consideration and Possible Action – Resolution No. R2015-72** – A Resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into a System Raw Water Availability Agreement with the Gulf Coast Water Authority for 10 million gallons per day from the American Briscoe Water Canal Systems in an estimated amount of \$710,000.00 annually.
7. **Consideration and Possible Action – Resolution No. R2015-67** – A Resolution of the City Council of the City of Pearland, Texas, awarding a bid for the construction of the Pearland Parkway Barrier Fence Project to Aber Fence and Supply Company, Inc. in the amount of \$253,003.00.

8. **Consideration and Possible Action – Resolution No. R2015-57** – A Resolution of the City Council of the City of Pearland, Texas, authorizing a contract for construction management and inspections services, associated with the Regency Park Paving and Drainage Project, to AARK Engineering, LLC, in the amount of \$312,811.00.
9. **Consideration and Possible Action – Resolution No. R2015-70** – A Resolution of the City Council of the City of Pearland, Texas, awarding a bid for the construction of the Regency Park Paving and Drainage Project to SER Construction Partners, LLC., in the amount of \$3,308,684.25.
10. **Consideration and Possible Action – Resolution No. R2015-69** – A Resolution of the City Council of the City of Pearland, Texas, awarding a contract for the purchase of hardware and licensing for the City Enterprise Resource Planning in the estimated amount of \$181,000.00.
11. **Consideration and Possible Action – Resolution No. R2015-66** – A Resolution of the City Council of the City of Pearland, Texas, awarding a service contract for HVAC repair, maintenance and equipment to Sentinel A/C & Heating Company for package one (1) and to the Lee Thompson Company for package two (2) in the total estimated amount of \$130,000.00.

OTHER BUSINESS: None.

IX. MAYOR/COUNCIL ISSUES FOR FUTURE CITY COUNCIL AGENDAS

X. ADJOURNMENT

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

All agenda supporting documents are available at pearlandtx.gov

MINUTES OF A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, HELD ON MONDAY, MARCH 23, 2015, 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: Claire Bogard Director of Finance; Jon Branson Deputy City Manager; J.C. Doyle Police Chief; Trent Epperson Assistant City Manager; Roland Garcia Fire Marshal; Michelle Graham Director of Parks and Recreation; Lata Krishnarao Director of Community Development; Richard Mancilla Interim Deputy Director/City Engineer; Vance Riley Fire Chief; 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; John Knight Manager, Information Technology; Michael Leech Assistant Director; Public Works; John McCarter Management Assistant; Rick Overgaard Assistant Finance Director; Bob Pearce Purchasing Officer.

The invocation was given by Councilmember Hill and the Pledge of Allegiance was led by Police Chief J.C Doyle.

Mayor Reid recognized Girl Scout Troop 142077 in attendance to earn their certificate in government.

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

CITIZEN COMMENTS:

Lance Foss, 1409 O'Day Road # 57, addressed Council stating the tax rate is up, and valuations have increased. He further stated on the agenda he would like to see the "Mayor/Council Issues" moved ahead of the Executive Session. He stated he has concerns regarding Wilson Architectural Group, pricing, and the lack of documentation regarding the work completed.

Carol Artz-Bucek, 6117 Broadway, addressed Council stating as the President/CEO of the Pearland Chamber of Commerce she thanked the City for their partnership. She introduced the Vice President of the Chamber of Commerce Jim Johnson. An invitation was extended to the Mayor, Councilmembers and Staff for the 2015 Business Showcase and Taste of the Town on Thursday, April 2, 2015.

PUBLIC HEARING – None

CONSENT AGENDA:

- A. Consideration and Possible Action – Second and Final Reading of Ordinance No. 2000M-133** – 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 4.020 acre tract in the H.T. & B.R.R. Company Survey, Abstract No. 542 in Brazoria County, Texas. Said 4.020 acre tract is part of Lot 52 of Zychlinsky Subdivision according to the plat recorded in Volume 29, Page 43 of the Deed Records of Brazoria County, Texas and is further described as being all of a one (1) acre tract, a 2.179 acre tract and part of a 2.000 acre tract as described in a deed to Associated Properties as recorded in Clerk’s File No. 2011034738 in the Brazoria County Clerk’s Office, **(generally located at 3706-3902 Alice Street, Pearland, TX), Zone Change 2015-02Z**, a request of Gerald L. Koza Jr., applicant; on behalf of Associated Properties, owner; for approval of a change in zoning from the **General Commercial (GC) zoning district to the Light Industrial (M-1) zoning district**; on approximately 4.020 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.
- B. Consideration and Possible Action – Resolution No. R2015-50** – A Resolution of the City Council of the City of Pearland, Texas, authorizing the city manager or his designee to enter into a Joint Exercise Powers Agreement with the National Joint Powers Alliance (NJPA) to participate in an interlocal cooperative pricing arrangement and authorizing the purchase of automotive tires through the NJPA contract in the estimated amount of \$125,000.
- C. Consideration and Possible Action – Resolution No. R2015-43** – A Resolution of the City Council of the City of Pearland, Texas, consolidating and transferring the maintenance of birth and death records to Harris County.
- D. Consideration and Possible Action – Resolution No. R2015-46** – A Resolution of the City Council of the City of Pearland, Texas, renewing a unit supply contract for auto parts with XL Parts, LP and Pearland Standard Auto Parts, in the estimated amount of \$75,000 for the period of March 24, 2015 through February 11, 2016.

MATTERS REMOVED FROM CONSENT AGENDA

Councilmember Hill asked that Consent Agenda Item C 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 D with the exception of item C 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 Hill Consent Agenda Item C was removed for further discussion.

- C. Consideration and Possible Action – Resolution No. R2015-43** – A Resolution of the City Council of the City of Pearland, Texas, consolidating and transferring the maintenance of birth and death records to Harris County.

Councilmember Carbone made the motion, seconded by Councilmember Sherman, to approve Resolution No. R2015-43.

City Manager Clay Pearson reported Harris County, has sufficient resources and finances to assume those duties and is willing to consolidate the birth and death records of the City and Harris County by complying with Section 191.023. Consolidating this service will be more efficient and customer friendly, provide for better quality control, eliminate the duplication of records and reduce fraud.

Discussion ensued between Councilmember Hill and City Manager Clay Pearson regarding the portion of Harris County in the City of Pearland.

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

Voting “No” None.

Motion Passed 5 to 0.

NEW BUSINESS:

Council Action – Resolution No. R2015-45 – A Resolution of the City Council of the City of Pearland, Texas, adopting a Commemorative Naming Policy for City facilities and parks.

Councilmember Sherman made the motion, seconded by Mayor Pro-Tem Ordeneaux, to approve Resolution No. R2015-45.

City Manager Clay Pearson reported the City of Pearland acquires land and constructs major public facilities that deserve naming that celebrates the history, environment as well as the community involvement and citizen contribution. This policy is to develop a systematic and consistent approach for the official naming of public facilities in the City of Pearland that is fair and ensures a worthy and enduring legacy for the city.

Councilmember Carbone thanked staff for putting this on the agenda.

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

Voting “No” None.

Motion Passed 5 to 0.

Council Action – Resolution No. R2015-48 – A Resolution of the City Council of the City of Pearland, Texas, honoring the public safety contributions of David L. Smith to the City of Pearland by renaming the City of Pearland Fire & EMS Administration Building the David L. Smith Fire Administration Building.

Mayor Pro-Tem Ordeneaux made the motion, seconded by Councilmember Hill, to approve Resolution No. R2015-48.

City Manager Clay Pearson reported in accordance with the proposed Commemorative Naming Policy, Staff is recommending the renaming of the Fire & EMS Administration Building to the David L. Smith Fire Administration Building.

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

Voting “No” None.

Motion Passed 5 to 0.

First Reading of Ordinance No. 2000M-131 – An Ordinance of the City Council of the City of Pearland, Texas, amending Ordinance No. 2000M, the zoning map of the City of Pearland, Texas, for the purpose of changing the classification of certain real property, being all of that certain 79.94 acres of land, located in the A.C.H. & B. Survey, Section 1, A-147 and in the H.T. & B.R.R. Co. Survey 11, A-239, Brazoria County, Texas, out of the tracts of land described as Lots A, B, C, D, E, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U and V”, and 2.011 acres in the deed from Felton M. Baker and wife, Mary C. Baker to the Felton M. and Mary C. Baker Revocable Trust, recorded under Document Number 2005011939, of the Official Records of Brazoria County, Texas, (**generally located between Main Street to the west and Old Alvin Road to the east, and south of Walnut Street, Pearland, TX**), Zone Change 2014-22Z, a request of Alan Mueller, applicant; on behalf of The Felton M. and Mary C. Baker Revocable Trust, owner; for approval of a change in zoning from the **General Commercial (GC) and Office and Professional (OP) zoning district, to a Planned Development known as Baker’s Landing**; on approximately 79.94 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.

Councilmember Moore made the motion, seconded by Councilmember Sherman, to approve Ordinance No. 2000M-131, on its First Reading.

Jerry Koza Jr., 2823 Knobhill, addressed Council stating he would like to see this property developed, there would be a lot of value in it for the City. He stated City Council talks about ways to beautify the City, but it would not be pretty with a large sound barrier wall along Highway 35. He further stated there are other options to develop along Highway 35.

Larry Marcott, 3606 Inverness Court, addressed Council stating he is opposed to this, it will be taking away the commercial land. He further stated you do not put houses on Highway 35, and a ten foot wall is not going to look good. He stated this property is planned for commercial and light industrial, and it should stay that way.

Mayor Reid read into the record the Planning & Zoning Commission's recommendation to forward to Council for approval of the Zone Change 2014-22Z.

City Manager Clay Pearson reported the applicant proposes to change the zoning of approximately 79.94 acres located between Main Street (SH 35) to the west, Old Alvin Road to the east, and south of East Walnut Street; from General Commercial (GC) and Office & Professional to a Planned Development (PD), known as Baker's Landing. Baker's Landing will consist of approximately 251 single family homes on approximately 59.2 acres, with an overlay zoning district of Single Family Residential 4 (R-4); and a 0.5-acre tract with frontage along Walnut Street, with an overlay zoning district of General Business (GB) for a nonresidential use, with the option to convert the 0.5 acre GB tract to single family homes.

Councilmember Hill stated he has not changed his mind from the last council meeting, he is against this. He further stated the City should keep commercial along Highway 35.

Councilmember Moore stated in the beginning he was against this, but he has changed his mind and feels this will revitalize the area along Highway 35.

Discussion ensued between Council and Community Development Director Lata Krishanaro regarding the area in discussion being replated and the right of way.

Mayor Pro-Tem Ordeneaux stated he has not supported this from day one, and he is not going to change his mind tonight.

Councilmember Sherman stated he is in favor of this project.

Councilmember Carbone stated this has not been an easy decision, but he is in favor of the project.

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

Voting "No" Councilmembers Ordeneaux and Hill.

Motion Passed 3 to 2.

Council Action – Resolution No. R2015-53 – A Resolution of the City Council of the City of Pearland, Texas, amending an existing contract with Berry Dunn McNeil & Parker (Berry Dunn) for the purpose of including project oversight services, in an amount not to exceed \$270,944.

Councilmember Hill made the motion, seconded by Councilmember Carbone, to approve Resolution No. R2015-53.

City Manager Clay Pearson reported BerryDunn has worked with the City since January 2014 as the City has conducted the necessary due diligence toward researching and selecting a software solution. As a proven partner, BerryDunn has shown value in providing insight and guidance. With experience in Enterprise Resource Planning implementations across the country, Berry Dunn bring years of expertise to the table. Council is being asked to approve the amended existing contract with Berry Dunn McNeil & Parker (Berry Dunn), for the purpose of including project oversight services, in an amount not to exceed \$270,944.

Management Assistant John McCarter gave an overview of the Enterprise Resource Planning (ERP) system.

Director of Finance Claire Bogard gave an overview of the Enterprise Resource Planning (ERP) project financials.

Manager, Information Technology John Knight gave an Information Systems (IT) overview of the Enterprise Resource Planning (ERP) project.

Discussion ensued between Council and Director of Finance Claire Bogard regarding the source of funds annual maintenance.

Councilmember Sherman stated it is much needed and long overdue. The sooner it can be put in place will be better, not only for staff, but for the residents also.

Discussion ensued between Councilmember Carbone and Management Assistant John McCarter regarding clarification of the Staffing Structure for this project.

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

Voting "No" None.

Motion Passed 5 to 0.

Council Action – Resolution No. R2015-51 – A Resolution of the City Council of the City of Pearland, Texas, authorizing the implementation of the New World ERP System for a total value \$1,660,710 and authorizing the following contracts: New World Systems (\$1,302,560); CRW (\$334,400); and ExecuTime (\$23,750).

Councilmember Carbone made the motion, seconded by Mayor Pro-Tem Ordeneaux, to approve Resolution No. R2015-51.

City Manager Clay Pearson reported Council is being asked to authorize the implementation of the New World Enterprise Resource Planning (ERP) System for a total value \$1,660,710 and authorize the following contracts: New World Systems (\$1,302,560); CRW (\$334,400); and ExecuTime (\$23,750).

Discussion ensued between Mayor Pro-Tem Ordeneaux and Manager, Information Technology John Knight regarding the server base, network and updates.

Discussion ensued between Councilmember Carbone and Director of Finance Claire Bogard regarding ExecuTime for \$23,750.

Mayor Pro-Tem Ordeneaux thanked staff for their hard work they have put into this. He stated technology is always changing, this is long overdue. Staff is going to be able to work smarter and accomplish more with this new technology.

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

Voting “No” None.

Motion Passed 5 to 0.

Council Action – Resolution No. R2015-49 – A Resolution of the City Council of the City of Pearland, Texas, authorizing a Letter of Intent to donate real property to the University of Houston System on behalf of the University of Houston Clear Lake, Pearland Campus.

Councilmember Sherman made the motion, seconded by Mayor Pro-Tem Ordeneaux, to approve Resolution No. R2015-49.

City Manager Clay Pearson reported the University of Houston, Clear Lake-Pearland Campus (“UH”) has made application to the 84th Texas Legislative Session for funding, through tuition revenue bonds, for a new science and technology center. The proposed Letter of Intent is designed to provide the legislature with the necessary assurances that UH will own property for the proposed improvements.

Councilmember Sherman stated the City is going to give the University of Houston, Clear Lake-Pearland Campus property with a value unknown, and a representative could not attend the Council meeting.

Mayor Pro-Tem Ordeneaux stated he does have some minor problems with this project. He further stated the City is bending over backwards to get a college in town, and a representative could not be here to answer questions. He recommended this be postponed until a representative can attend a council meeting to answer questions.

City Manager Clay Pearson stated if Council chooses not to act on this tonight, staff can invite University of Houston, Clear Lake-Pearland representatives to a meeting for a campus update, plans regarding the facility, and enrollment.

Mayor Reid stated he does not want to see Council jeopardize the opportunity of the City getting a good quality facility. This is an opportunity to upgrade our community.

Mayor Pro-Tem Ordeneaux stated the City had a two year University to come in and purchase property, they found it was not feasible to operate their own building. He stated they are now using school facilities and their building is for sale. He stated his concern is the University of Houston, Clear Lake-Pearland going to be able to sustain the operation and maintenance of a building or will it be like in the past and they have to sell because they cannot operate it. There is no one present tonight to answer that question.

Councilmember Carbone stated he thinks this will be good for the City.

Councilmember Hill stated he thinks this will be good for the City and Council should move forward with it.

Mayor Reid stated there is more concern that a representative is not present when the City has been working with the University of Houston, Clear Lake-Pearland for several years to put this in place. He further stated Council needs to be supportive to make this happen.

Councilmember Sherman stated he had no involvement when this originally developed, this is his opportunity to state he does not support this. He stated if the City is going to give them land for an unknown value of money they could at least show up to answer questions. He stated he understands the greater reasons why, but in his perspective this is not the way to do business.

Councilmember Hill stated during Pearland Day in Austin and Brazoria County Day everyone advocated for this.

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

Voting "No" Councilmembers Ordeneaux and Sherman.

Motion Passed 3 to 2.

Council Action – Resolution No. R2015-44 – A Resolution of the City Council of the City of Pearland, Texas, approving a bond order of Brazoria County Municipal Utility District No. 16 authorizing the issuance of approximately \$4,145,000 Unlimited Tax Refunding Bonds, Series 2015.

Mayor Pro-Tem Ordeneaux made the motion, seconded by Councilmember Moore, to approve Resolution No. R2015-44.

City Manager Clay Pearson reported Brazoria County Municipal Utility District No. 16, located between Max Road and Stone Road, is seeking the Council's consent to proceed with the issuance of \$4,145,000. in Refunding Bonds, Series 2015. The purpose of the refunding is to lower the District's annual debt service.

Discussion ensued between Councilmember Carbone and Brazoria County Municipal Utility District No. 16 Financial Advisor regarding Negative Arbitrage.

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

Voting "No" Councilmember Carbone.

Motion Passed 4 to 1.

First Reading of Ordinance No. 1506-2 – An Ordinance of the City Council of the City of Pearland, Texas, amending Ordinance No. 1506, the 2014-2015 Annual Budget Ordinance, by; authorizing the City Manager or his designee to take all actions necessary to facilitate the changes identified herein (ROW Assessment and Infrastructure Recapitalization); providing a savings clause, a severability clause, a repealer clause, and an effective date.

Councilmember Moore made the motion, seconded by Councilmember Hill, to approve Ordinance No. 1506-2, on its First Reading.

City Manager Clay Pearson reported Council is being asked to approve amending Ordinance No. 1506, the 2014-2015 Annual Budget Ordinance, to take all actions necessary to facilitate the changes identified herein (ROW Assessment and Infrastructure Recapitalization).

Discussion ensued between Council and City Manager Clay Pearson regarding a list of streets to be repaired with a time line.

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

Voting "No" None.

Motion Passed 5 to 0.

First Reading of Ordinance No. 633-2 – An Ordinance of the City Council of the City of Pearland, Texas, amending Chapter 13, *Health and Sanitation*, Article II, Offensive Conditions, of the City of Pearland Code Of Ordinances, as it may have been, from time to time, amended; having a savings clause, a severability clause, and a repealer clause; providing for publication and codification.

Councilmember Hill made the motion, seconded by Councilmember Carbone, to approve Ordinance No. 633-2, on its First Reading.

Larry Marcott, 3606 Inverness Court, addressed Council stating his concerns regarding high weeds and grass at 9 inches. He further stated land owners should be responsible for taking care of the frontage of their property, and not the City mowing it for them.

City Manager Clay Pearson reported Staff reviewed Code Enforcement cases from January 2014 to November 2014. Out of 2,129 total cases, 361 were related to high grass and weeds. Also reviewed, were sections related to the City's Code of Ordinances, in order to determine if changes were needed to improve enforcement processes. After reviewing the City's Code of Ordinances changes are recommended.

Discussion ensued between Councilmember Moore and Senior Code Enforcement/Health Officer Marisa Vazquez regarding how often the City goes to Court for non-payment for the City mowing someone's property.

Mayor Pro-Tem Ordeneaux stated his concerns regarding Section 13-17 of the changes to the City Ordinance.

Councilmember Carbone stated he would like to see the changes reworded, especially when it comes to the grass clippings, residential and larger tracks of land.

Mayor Pro-Tem Ordeneaux made a motion, seconded by Councilmember Carbone, to postpone Ordinance No. 633-2.

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

Voting "No" None.

Motion Passed 5 to 0.

Council Action – Resolution No. R2015-54 – A Resolution of the City Council of the City of Pearland, Texas, authorizing a contract for professional design services with Cobb, Fendley & Associates, Inc., in the amount of \$97,223.75, for the Industrial Drive Intersection Realignment Project at State Highway 35.

Councilmember Carbone made the motion, seconded by Mayor Pro-Tem Ordeneaux, to approve Resolution No. R2015-54.

City Manager Clay Pearson reported Council is being asked to award a professional services contract to Cobb, Fendley & Associates, in the amount of \$97,223.75 for the design of the Industrial Drive Intersection Realignment at State Hwy 35.

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

Voting “No” None.

Motion Passed 5 to 0.

Council Action – Resolution No. R2015-52 – A Resolution of the City Council of the City of Pearland, Texas, adopting the City’s Strategic Framework consisting of six Strategic Priorities for the purpose of establishing and communicating a long-term vision for City goals and objectives.

Councilmember Sherman made the motion, seconded by Councilmember Carbone, to approve Resolution No. R2015-52.

City Manager Clay Pearson reported this is the first time this type of framework has been presented to the Pearland City Council and represents a new approach to discussing long-term priorities. Staff will continue to work within these six Strategic Priorities further by working across departments to compile a set of strategic objectives.

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

Voting “No” None.

Motion Passed 5 to 0.

Council Input and Discussion – 2015 Biennial Citizen Survey.

President and CEO of National Research Center Thomas Miller, PhD, gave an overview and key highlights of the survey results.

OTHER BUSINESS: None

MAYOR/COUNCIL ISSUES FOR FUTURE CITY COUNCIL AGENDAS: None.

ADJOURNMENT

Meeting was adjourned at 9:00 p.m.

Minutes approved as submitted and/or corrected this the _____ day of _____, A.D., 2015.

Tom Reid
Mayor

ATTEST:

Young Lorfing, TRMC
City Secretary

MINUTES OF A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, HELD ON MONDAY, APRIL 13, 2015, 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: Claire Bogard Director of Finance; Jon Branson Deputy City Manager; Matt Buchanan President of Economic Development Corporation; J.C. Doyle Police Chief; Trent Epperson Assistant City Manager; Michelle Graham Director of Parks and Recreation; Bonita Hall Director of Human Resource; Lata Krishnarao Director of Community Development; Richard Mancilla Interim Deputy Director/City Engineer; Vance Riley Fire Chief; Kim Sinistore Executive Director of the Convention/Visitors Bureau; Daniel McGhinnis Chief Information Officer; Sparkle Anderson Communications Manager; Skipper Jones Assistant Director of Capital Projects; Bob Pearce Purchasing Officer; Jennifer Huhn Municipal Court Administrator/Court Clerk.

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

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

CITIZEN COMMENTS:

Caralyan Prade, addressed Council stating she is on the Board of Directors for Municipal Utility District No. 26. She stated her concerns regarding the McHard Road Sewage Plant. She further stated MUD No. 26 has started a bond application, and according to Texas Commission on Environmental Quality (TCEQ) MUD No. 26 will not be able to complete the application until the end of the year when the sewage treatment plant has been expanded. She stated until then it is going to cost the MUD No. 26 \$167,000. in development reimbursement fees. She further stated she is hoping with her presence tonight, it will inspire Council to move forward with enlarging the sewage treatment plant to handle the new development. She asked if the City responded to TCEQ by letter, would the City send a copy of the letter to Brazoria MUD No. 26 in care of Allen, Boone, Humphries, Robinson, LLP so they will know a response was made.

Mayor Reid called the Public Hearing Meeting to order.

PUBLIC HEARING – The City Council of the City of Pearland, Brazoria, Fort Bend, and Harris Counties, Texas, to consider the creation of a reinvestment zone **in the vicinity of Kirby Drive and Beltway 8**, in accordance with Section 312.201 of the *Tax Code* and City of Pearland’s Guidelines for Granting Taxing Abatements.

STAFF REVIEW:

City Attorney Darrin Coker reported this is a public hearing for the creation of a reinvestment zone in the Lower Kirby District for approximately 69 acres of property generally located east of Kirby Drive from Beltway 8 feeder road, south to Fruge Road that will allow the City to enter into Tax Abatement Agreements with any prospect that may develop in the zone. The public hearing is required for the Council to make a determination that the proposed industrial improvements sought for the property are feasible and practicable and that the improvements will benefit the land within the zone. Pearland Economic Development has been working over a decade to develop the Lower Kirby District into an employment center for Pearland and the greater Houston region. After the public hearing, the first reading of the Ordinance creating the reinvestment zone will also appear on the April 13th regular agenda. Any actual abatement agreement(s) will be presented to the City Council at a later date on a case by case basis.

CITIZEN COMMENTS: None.

COUNCIL/STAFF DISCUSSION: None.

ADJOURNMENT:

The Public Hearing was adjourned.

CONSENT AGENDA:

- A. Consideration and Possible Action – Approval Of Minutes:**
 - 1. Minutes of the March 9, 2015, Regular Meeting, held at 6:30 p.m.
 - 2. Minutes of the March 16, 2015, Special Meeting, held at 7:30 p.m.

- B. Consideration and Possible Action – Second and Final Reading of Ordinance No. 1506-2** – An Ordinance of the City Council of the City of Pearland, Texas, amending Ordinance No. 1506, the 2014-2015 Annual Budget Ordinance, by; authorizing the City Manager or his designee to take all actions necessary to facilitate the changes identified herein (ROW Assessment and Infrastructure Recapitalization); providing a savings clause, a severability clause, a repealer clause, and an effective date.

- C. Consideration and Possible Action – Resolution No. R2015-58** – A Resolution of the City Council of the City of Pearland, Texas, awarding a unit supply bid for the purchase of pool chemicals and off-season maintenance services for the Independence Park Pool to Greater Houston Pool Management Inc., in the estimated amount of \$50,289.47, for the period of May 1, 2015 to April 30, 2016.

- D Consideration and Possible Action – Resolution No. R2015-60** – A Resolution of the City Council of the City of Pearland, Texas, awarding a unit supply bid for the purchase of office supplies to Staples Advantage in the estimated amount of \$165,000.00.

- E. Consideration and Possible Action – Resolution No. R2015-59** – A Resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to participate in an interlocal cooperative pricing arrangement with the Houston-Galveston Area Council (HGAC), for the purchase of one (1) Fire Department Brush Truck from Chastang Ford, in the amount of \$141,000.00.

Councilmember Carbone made the motion, seconded by Councilmember Sherman, to adopt Consent Agenda Items A through E as presented on the Consent Agenda.

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

Voting “No” None.

Motion Passed 5 to 0.

NEW BUSINESS:

First Reading of Ordinance No. 1512 – An Ordinance of the City Council of the City of Pearland, Texas, finding that the City has established *Guidelines and Criteria for Granting Tax Abatement* pursuant to Resolution No. R2015-19; designating and describing a Reinvestment Zone (to be known as Reinvestment Zone #28) generally located near Kirby Drive and Beltway 8, in accordance with the Property Redevelopment and Tax Abatement Act; finding that the improvements sought are feasible and practical and would be a benefit to the land to be included in the zone and the municipality after the expiration of the Tax Abatement Agreement; authorizing the City Manager to sign tax abatement agreements when approved by the City Council; having a savings clause and a severability clause; and an effective date.

Councilmember Sherman made the motion, seconded by Mayor Pro-Tem Ordeneaux, to approve Ordinance No. 1512, on its First Reading.

City Manager Clay Pearson reported this ordinance creates a reinvestment zone in the Lower Kirby District for approximately 69 acres of property generally located east of Kirby Drive from Beltway 8 feeder road, south to Fruge Road. That will allow the City to enter into Tax Abatement Agreements with any prospect that may develop in the zone. This is the first reading of the Ordinance creating the reinvestment zone and a second reading is scheduled for April 27, 2015. The actual abatement agreement(s) will be presented to the City Council at a later date on a case by case basis.

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

Voting “No” None.

Motion Passed 5 to 0.

Second and Final Reading of Ordinance No. 2000M-131 – An Ordinance of the City Council of the City of Pearland, Texas, amending Ordinance No. 2000M, the zoning map of the City of Pearland, Texas, for the purpose of changing the classification of certain real property, being all of that certain 79.94 acres of land, located in the A.C.H. & B. Survey, Section 1, A-147 and in the H.T. & B.R.R. Co. Survey 11, A-239, Brazoria County, Texas, out of the tracts of land described as Lots A, B, C, D, E, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U and V”, and 2.011 acres in the deed from Felton M. Baker and wife, Mary C. Baker to the Felton M. and Mary C. Baker Revocable Trust, recorded under Document Number 2005011939, of the Official Records of Brazoria County, Texas, **(generally located between Main Street to the west and Old Alvin Road to the east, and south of Walnut Street, Pearland, TX)**, Zone Change 2014-22Z, a request of Alan Mueller, applicant; on behalf of The Felton M. and Mary C. Baker Revocable Trust, owner; for approval of a change in zoning from the **General Commercial (GC) and Office and Professional (OP) zoning district, to a Planned Development known as Baker’s Landing**; on approximately 79.94 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.

Mayor Pro-Tem Ordeneaux made the motion, seconded by Councilmember Sherman, to approve Ordinance No. 2000M-131, on its Second and Final Reading.

Mayor Reid read into the record the Planning & Zoning Commission’s recommendation to forward to Council for approval of the Zone Change 2014-22Z.

City Manager Clay Pearson reported the applicant proposes to change the zoning of approximately 79.94 acres located between Main Street (SH 35) to the west, Old Alvin Road to the east, and south of East Walnut Street; from General Commercial (GC) and Office & Professional to a Planned Development (PD), known as Baker’s Landing. Baker’s Landing will consist of approximately 251 single family homes on approximately 59.2 acres, with an overlay zoning district of Single Family Residential 4 (R-4); and a 0.5-acre tract with frontage along Walnut Street, with an overlay zoning district of General Business (GB) for a nonresidential use, with the option to convert the 0.5 acre GB tract to single family homes.

Larry Marcott, 3606 Inverness Court, addressed Council stating as previously stated he is opposed to this. Councilmembers in the past along with Planning and Zoning worked very hard to come up with a layout for the City of Pearland to grow. He stated this is not in accordance with what the City and Planning and Zoning planned for the City. He further stated he had requested in the past that Mayor/Council Issues be a part of the business meeting, and not after the Executive Session. He stated as a past Councilmember Executive Sessions can go to midnight, and all the residents have gone home. The public needs to know what is going on.

Jerry Koza Jr., 2823 Knobhill, addressed Council stating from the last two Council meetings Council has heard his comments. He would like to state that he is opposed to this.

Matt Cabler, 3411 Westminister, addressed Council stating he is in favor of this development, the plan that is laid out is an excellent community. He stated his concerns if this does not pass another developer could come through in a few years, and with different councilmembers it could pass to build 500 cookie cutter homes in this area. He stated that is not what he would like to happen. He would like to see this development pass.

Councilmember Moore stated he was for this development plan. After the first reading he has spoken with a large number of residents that are against this plan. He stated he is on Council to represent the residents. He will be voting against this development plan.

Voting "Aye" Councilmembers Carbone, and Sherman.

Voting "No" Councilmembers Ordeneaux, Moore, and Hill.

Motion Failed 3 to 2.

First Reading of Ordinance No. CUP 2015-01 - An ordinance of the City Council of the City of Pearland, Texas, approving a **Conditional Use Permit (CUP) for an exemption to the façade requirements for an existing structure**, for certain property, being lot Six (6) and the North 12.5 feet of lot Seven (7) in block Six (6), of Hickory Creek Place, a subdivision in Brazoria County, Texas according to the map or plat thereof, recorded in Volume 11, Page 1 of the Plat Records of Brazoria County, Texas. **(Located at 2125 Garden Road, Pearland, TX)**, Conditional Use Permit Application No 2015-01, within the Garden/O'Day – Mixed Use (G/O-MU) zoning district, at the request of Ben Searway, applicant; on behalf of SW40, LLC, owner; containing a savings clause, a severability clause, and an effective date and other provisions related to the subject.

Councilmember Moore made the motion, seconded by Councilmember Hill, to approve Ordinance No. CUP 2015-01, on its First Reading.

Mayor Reid read into the record the Planning & Zoning Commission's recommendation to forward to Council for approval of the Conditional Use Permit Application No. 2015-01.

City Manager Clay Pearson reported Council is being asked for approval of the request to allow for an exemption to the façade requirements for an existing structure located on a 0.568 acre site in the Garden/O'Day-Mixed Use (G/O-MU) zoning district.

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

Voting "No" None.

Motion Passed 5 to 0.

First Reading of Ordinance No. CUP 2015-02 - An ordinance of the City Council of the City of Pearland, Texas, approving a **Conditional Use Permit (CUP) to allow for a Mini-Warehouse/Self Storage Facility**, for certain property, being all of Lot 1 of Pearland Senior Village, as recorded in Doc. #2010012628 of the Brazoria County Plat Records in the H.T. & B.R.R. Co. Survey, Abstract No. 242 in Brazoria County, Texas. **(General location being the southwest corner of Broadway Street and Brownstone Place, Pearland, TX)**, Conditional Use Permit Application No 2015-02, within the General Business (GB) zoning district, at the request of BGE Kerry R. Gilbert and Associates, applicant; on behalf of Glass 518 Joint Venture, owner; containing a savings clause, a severability clause, and an effective date and other provisions related to the subject.

Councilmember Hill made the motion, seconded by Councilmember Moore, to approve Ordinance No. CUP 2015-02, on its First Reading.

Mayor Reid read into the record the Planning & Zoning Commission's recommendation to forward to Council for approval of the Conditional Use Permit Application No. 2015-02.

Director of Community Development Lata Krishnarao reported the applicant is requesting approval of a Conditional Use Permit (CUP) to allow for a Mini-Warehouse/Self Storage facility located in the General Business (GB) district on approximately 4.5496 acres located at the southwest corner of Broadway Street and Brownstone Place.

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

Voting "No" None.

Motion Passed 5 to 0.

First Reading of Ordinance No. CUP 2015-03 - An ordinance of the City Council of the City of Pearland, Texas, approving a **Conditional Use Permit (CUP) to allow for the construction of a Wireless Telecommunication Tower**, for certain property, 2.046 acres out of Lot 58 of the W. Zychlinski Subdivision, Vol. 29, Pg. 43 of the Brazoria County Deed Records, within the H.T. & B.R.R. Co. Survey, Abstract 542 City of Pearland, Brazoria County, Texas. **(Located at 1515 North Main Street, Pearland, TX)**, Conditional Use Permit Application No 2015-03, within the General Commercial (GC) zoning district, at the request of Greg Gow (FCI) as Agent for Verizon Wireless, applicant; on behalf of Ace Manor Property Development 1, owner; containing a savings clause, a severability clause, and an effective date and other provisions related to the subject.

Councilmember Carbone made the motion, seconded by Councilmember Sherman, to approve Ordinance No. CUP 2015-03, on its First Reading.

Mayor Reid read into the record the Planning & Zoning Commission's recommendation to forward to Council for approval of the Conditional Use Permit Application No. 2015-03.

City Manager Clay Pearson reported the applicant is requesting approval of a Conditional Use Permit (CUP) to allow for the construction of a Wireless Telecommunication Tower located in the General Commercial (GC) district on approximately 2.046 acres located at 1515 Main Street.

Discussion ensued between Council and City Manager Clay Pearson regarding the buffer and landscaping.

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

Voting "No" None.

Motion Passed 5 to 0.

First Reading of Ordinance No. 633-2 – An Ordinance of the City Council of the City of Pearland, Texas, amending Chapter 13, *Health and Sanitation*, Article II, Offensive Conditions, of the City of Pearland Code Of Ordinances, as it may have been, from time to time, amended; having a savings clause, a severability clause, and a repealer clause; providing for publication and codification.

Councilmember Sherman made the motion, seconded by Mayor Pro-Tem Ordeneaux, to approve Ordinance No. 633-2, on its First Reading.

City Manager Clay Pearson reported the City of Pearland, like most cities, has ordinance provisions to provide a minimum standard of care for yards and lots to provide a basic standard. An ordinance recommendation and background information with comparisons has been previously shared and discussed by the City Council at an earlier meeting. Following the Council discussion at the last Council meeting, Section 13-17 (a) (4) has been removed from the proposed revisions (weeds on sidewalks and streets). Although there can be instances of yard material being put into public streets and walks, the proposed language is not essential. Furthermore, it has been determined that most of the Code Enforcement concerns will be captured by upcoming modifications to the Storm Drainage Ordinance.

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

Voting “No” None.

Motion Passed 5 to 0.

Council Action – Regarding the appointment to the Convention and Visitors Bureau Advisory Board to Position No. 2 for an unexpired term expiring November 1, 2016.

Councilmember Moore made the motion, seconded by Mayor Pro-Tem Ordeneaux, to approve the appointment to the Convention and Visitors Bureau Advisory Board to Position No. 2 for an unexpired term expiring November 1, 2016.

Councilmember Moore made a motion to amend the motion, seconded by Mayor Pro-Tem Ordeneaux, to approve the appointment of Gaylynn Naiser to the Convention and Visitors Bureau Advisory Board to Position No. 2 for an unexpired term expiring November 1, 2016.

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

Voting “No” None.

Motion Passed 5 to 0.

Mayor Reid called for the vote on the original motion as amended.

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

Voting “No” None.

Motion Passed 5 to 0.

Council Action – Resolution No. R2015-56 – A Resolution of the City Council of the City of Pearland, Texas, authorizing an Economic Development Agreement between the City and Costco Wholesale Corporation (“Costco”) and a Performance Agreement between the Pearland Economic Development Corporation and Costco.

Councilmember Hill made the motion, seconded by Councilmember Carbone, to approve Resolution No. R2015-56.

President of Pearland Economic Development Corporation Matt Buchanan reported Council is being asked for approval to enter into an Economic Development Agreement between the City and Costco Wholesale Corporation and approving the Pearland Economic Development Corporation to enter into a Performance Agreement with Costco Wholesale Corporation.

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

Voting “No” None.

Motion Passed 5 to 0.

Council Action – Resolution No. R2015-55 – A Resolution of the City Council of the City of Pearland, Texas, authorizing a contract to define the roles and responsibilities of the City and the Forever Parks Foundation of Pearland.

Councilmember Carbone made the motion, seconded by Mayor Pro-Tem Ordeneaux, to approve Resolution No. R2015-55.

Director of Parks & Recreation Michelle Graham reported information related to the creation of the foundation was presented to City Council in a workshop. The Foundation’s next order of business would be to present Council with a contract that would help define the role and expectations between the City and the Foundation. They have since established a contract and it has been forwarded through the legal department with suggested changes.

Discussion ensued between Council and Director of Parks & Recreation Michelle Graham regarding any relation between the Parks & Recreation Beautification Board and the non-profit foundation.

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

Voting “No” None.

Motion Passed 5 to 0.

Council Action – Resolution No. R2015-61 – A Resolution of the City Council of the City of Pearland, Texas, awarding a bid for the construction of the Kirby Drive Expansion Project (Broadway to CR 59) to SER Construction Partners, LLC., in the amount of \$2,949,377.23, and approving additional project appropriations in the amount of \$885,391.00 for the Project and \$134,037.00 from revenues.

Mayor Pro-Tem Ordeneaux made the motion, seconded by Councilmember Sherman, to approve Resolution No. R2015-61.

City Manager Clay Pearson reported Council is being asked to award the contract for the construction of the Kirby Drive Expansion (from FM 518 to CR 59) in the amount of \$2,949,377.23 to SER Construction Partners, LLC.; approve the additional project appropriation in a corrected amount of \$885,391 and \$134,037 to revenues.

Mayor Pro-Tem Ordeneaux made the motion to amend the motion, seconded by Councilmember Sherman, to approve Resolution No. R2015-61 with the corrected amount additional project appropriations in the amount of \$885,391 for the Project and \$134,037 from revenues.

Discussion ensued between Council, City Manager Clay Pearson and Assistant City Manager Trent Epperson regarding the funding for this project.

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

Voting "No" None.

Motion Passed 5 to 0.

Mayor Reid called for the vote on the original motion as amended.

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

Voting "No" None.

Motion Passed 5 to 0.

Council Input and Discussion – Regarding staff review of Pearland Parkway Corridor Zoning for automobile related uses.

City Manager Clay Pearson reported the purpose of the item is to get feedback regarding the February 19, 2015 memo provided to the City Council regarding staff's findings and recommendations of the undeveloped tracts of land along Pearland Parkway, where automobile-related uses would be allowed by right or with approval of a Conditional Use Permit (CUP).

Director of Community Development Lata Krishnarao gave an overview of what automobile-related uses would include, the existing zoning, and the future land use designations of undeveloped tracts with frontage on Pearland Parkway.

Mayor Reid stated that he is not enthusiastic about adding any more automobile-related uses along Pearland Parkway.

Councilmember Hill stated he agrees with Mayor Reid, he would hate to see Pearland Parkway filled with gas stations.

Mayor Pro-Tem Ordeneaux stated he does not know if doing a total zone change is the way to address this. His concern is setting this property up for failure and non-development just because we do not like what we think is going to come in. He stated if we are going to rezone it because we do not want gas stations, but we are not sure what we do want, that would not help development in the long run. He stated he would like more thought and explanation on what is being looked at tonight.

Councilmember Sherman stated his concern is where will the gas stations go if they are not allowed along Pearland Parkway, and where they do go what effect is that going to have to the residents in those areas.

Councilmember Hill stated if we do something on Pearland Parkway similar to Shadow Creek FM 518 area he does not think that would be limiting development.

Director of Community Development Lata Krishnarao gave an overview of what Office & Professional (OP) zoning would allow.

Councilmember Carbone thanked staff for all the work that was put into this. He stated he would like to know what the land owners along Pearland Parkway think about this.

City Manager Clay Pearson stated staff can bring back to Council some alternatives and narrow the list.

OTHER BUSINESS:

Council adjourned into Executive Session under Texas Government Code at 7:44 p.m. to discuss the following.

EXECUTIVE SESSION UNDER TEXAS GOVERNMENT CODE

- 1. Section 551.071 - Consultation with City Attorney** – Regarding potential litigation associated with gas utilities.

Council returned from Executive Session at 7:58 p.m.

MAYOR/COUNCIL ISSUES FOR FUTURE CITY COUNCIL AGENDAS: None.

ADJOURNMENT:

Meeting was adjourned at 7:58 p.m.

Minutes approved as submitted and/or corrected this the _____ day of _____, A.D. 2015.

Tom Reid
Mayor

ATTEST:

Young Lorfing, TRMC
City Secretary

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

AGENDA OF: April 27, 2015	ITEM NO.: Ord. No. 1512												
DATE SUBMITTED: April 7, 2015	DEPT. OF ORIGIN: PEDC												
PREPARED BY: Brian Malone	PRESENTOR: Darrin Coker												
REVIEWED BY:	REVIEW DATE:												
<p>SUBJECT: An Ordinance of the City Council of the City of Pearland, Texas, finding that the City has established Guidelines and Criteria for Granting Tax Abatement pursuant to Resolution No. R2015-19; designating and describing a Reinvestment Zone (to be known as Reinvestment Zone #28) generally located near Kirby Drive and Beltway 8, in accordance with the Property Redevelopment and Tax Abatement Act; finding that the improvements sought are feasible and practical and would be a benefit to the land to be included in the zone and the municipality after the expiration of the Tax Abatement Agreement; authorizing the City Manager to sign tax abatement agreements when approved by the City Council; having a savings clause and a severability clause; and an effective date.</p>													
<p>EXHIBITS: Ordinance No 1512 Exhibit A to Ordinance – Property Survey of 41.858 acres Exhibit B to Ordinance – Property Survey of 28.466 acres Exhibit C to Ordinance – Property Map</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 Opns</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 Opns	<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 Opns										
<input type="checkbox"/> Bonds- Sold	<input type="checkbox"/> L/P – Sold	<input type="checkbox"/> L/P – To Be Sold											
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">EXPENDITURE REQUIRED: NA</td> <td style="width: 50%;">AMOUNT BUDGETED:</td> </tr> <tr> <td>AMOUNT AVAILABLE:</td> <td>PROJECT NO.:</td> </tr> <tr> <td>ACCOUNT NO.:</td> <td></td> </tr> <tr> <td>ADDITIONAL APPROPRIATION REQUIRED:</td> <td></td> </tr> <tr> <td>ACCOUNT NO.:</td> <td></td> </tr> <tr> <td>PROJECT NO.:</td> <td></td> </tr> </table>		EXPENDITURE REQUIRED: NA	AMOUNT BUDGETED:	AMOUNT AVAILABLE:	PROJECT NO.:	ACCOUNT NO.:		ADDITIONAL APPROPRIATION REQUIRED:		ACCOUNT NO.:		PROJECT NO.:	
EXPENDITURE REQUIRED: NA	AMOUNT BUDGETED:												
AMOUNT AVAILABLE:	PROJECT NO.:												
ACCOUNT NO.:													
ADDITIONAL APPROPRIATION REQUIRED:													
ACCOUNT NO.:													
PROJECT NO.:													
<p>To be completed by Department:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">Finance</td> <td style="width: 25%; text-align: center;">X Legal</td> <td style="width: 25%; text-align: center;">X Ordinance</td> <td style="width: 25%; text-align: center;">Resolution</td> </tr> </table>		Finance	X Legal	X Ordinance	Resolution								
Finance	X Legal	X Ordinance	Resolution										

EXECUTIVE SUMMARY

This ordinance creates a reinvestment zone in the Lower Kirby District for approximately 69 acres of property generally located east of Kirby Drive from Beltway 8 feeder road, south to Fruge Road that will allow the City to enter into Tax Abatement Agreements with any prospect that may develop in the zone. The ordinance makes a determination that the proposed industrial improvements sought for the property are feasible and practicable and that the improvements will benefit the land within the zone.

The City and PEDC have been working for over a decade to develop the Lower Kirby District into an employment center for Pearland and the greater Houston region. The first major project in the area was the extension of Kirby Drive that in recent years has led to such projects as Merit Medical, Cardiovascular Systems, Inc., Dover Energy, Mitsubishi, and medical office buildings.

PEDC has been working with several prospects on the possible construction of headquarters and manufacturing facilities that would include office, manufacturing, and warehouse space. The facilities will be of similar quality and style to the Merit Medical facility.

This is the first reading of the Ordinance creating the reinvestment zone and a second reading is scheduled for April 27th. The actual abatement agreement(s) will be presented to the City Council at a later date on a case by case basis.

RECOMMENDED ACTION

Consideration and approval of an ordinance establishing a 69 acre reinvestment zone in the Lower Kirby District.

ORDINANCE NO. 1512

An Ordinance of the City Council of the City of Pearland, Texas, finding that the City has established *Guidelines and Criteria for Granting Tax Abatement* pursuant to Resolution No. R2015-19; designating and describing a Reinvestment Zone (to be known as Reinvestment Zone #28) generally located near Kirby Drive and Beltway 8, in accordance with the Property Redevelopment and Tax Abatement Act; finding that the improvements sought are feasible and practical and would be a benefit to the land to be included in the zone and the municipality after the expiration of the Tax Abatement Agreement; authorizing the City Manager to sign tax abatement agreements when approved by the City Council; having a savings clause and a severability clause; and an effective date.

WHEREAS, Chapter 312 of the Texas Tax Code (the “Property Redevelopment and Tax Abatement Act”) provides for the designation of a Reinvestment Zone or area; and

WHEREAS, the City Council has, pursuant to Resolution No. R2015-19, established *Guidelines and Criteria for Granting Tax Abatement*; and

WHEREAS, a certain area of the City of Pearland meets the criteria and guidelines heretofore established by the City Council required for designation as a Reinvestment Zone; and

WHEREAS, the City Council, on April 13, 2015 held a public hearing on the designation of a Reinvestment Zone and finds that the improvements sought are feasible and practical and would be a benefit to the land to be included in the zone and to the municipality after the expiration of an agreement under the Property Redevelopment and Tax Abatement Act; now, therefore,

ORDINANCE NO. 1512

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

Section 1. That pursuant to the Property Redevelopment and Tax Abatement Act, the City Council of the City of Pearland, Texas, hereby designates as a Reinvestment Zone the areas described in Exhibits “A” and “B” attached hereto and made a part hereof for all purposes, to be known as Reinvestment Zone #28.

Section 2. That the areas described in Exhibits “A” and “B” are reasonably likely, as a result of this designation, to contribute to the retention or expansion of primary employment, or to attract major investment into the zone that would be a benefit to the property and that would contribute to the economic development of the City, and that the improvements sought are feasible and practical and would be a benefit to the land to be included into the zone and to the municipality after the expiration of a Tax Abatement Agreement as authorized by the Property Redevelopment and Tax Abatement Act.

Section 3. That the designation of the Reinvestment Zone herein expires five (5) years from the effective date of this ordinance and may be renewed by a subsequent ordinance of the City Council for a period not to exceed an additional five (5) years. That expiration of the original designation shall not affect an agreement entered into under the provisions of this ordinance.

Section 4. That the City Council hereby authorizes agreements in writing with the owner of any taxable real estate located within the designated Reinvestment Zone,

ORDINANCE NO. 1512

subject to the requirements and optional provisions of the Property Redevelopment and Tax Abatement Act and the conditions of the *Guidelines and Criteria for Granting Tax Abatement* heretofore adopted by the City Council.

Section 5. That any agreement to be entered into under the provisions of this ordinance must be approved by the affirmative vote of a majority of the members of the City Council at a regularly scheduled meeting of the City Council. On approval by the City Council, the agreement may be executed by the City Manager.

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

Section 7. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid, unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 8. Effective Date. This Ordinance shall become effective upon passage and approval of its second reading.

PASSED and APPROVED ON FIRST READING this the ____ day of _____, A.D., 2015.

TOM REID
MAYOR

ORDINANCE NO. 1512

ATTEST:

YOUNG LORFING
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

PASSED and APPROVED ON SECOND AND FINAL READING this the _____ day of _____, A. D., 2015.

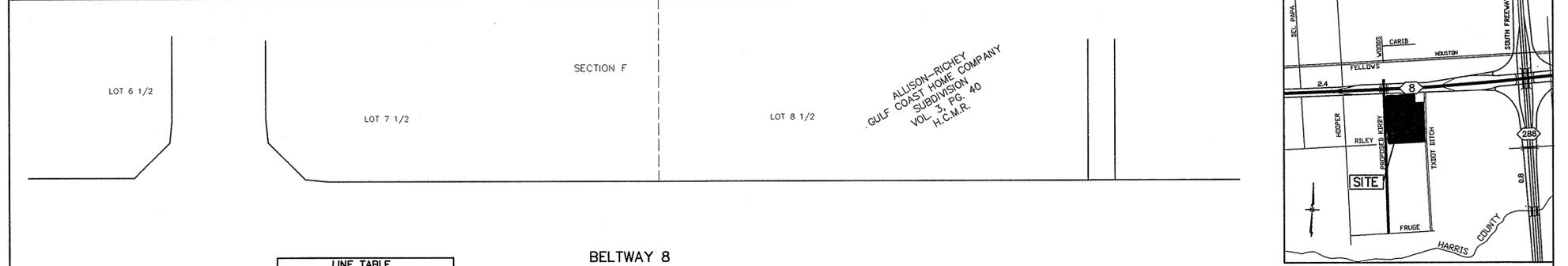
TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

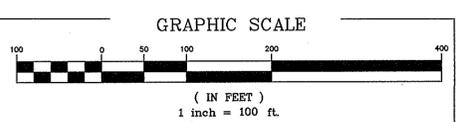
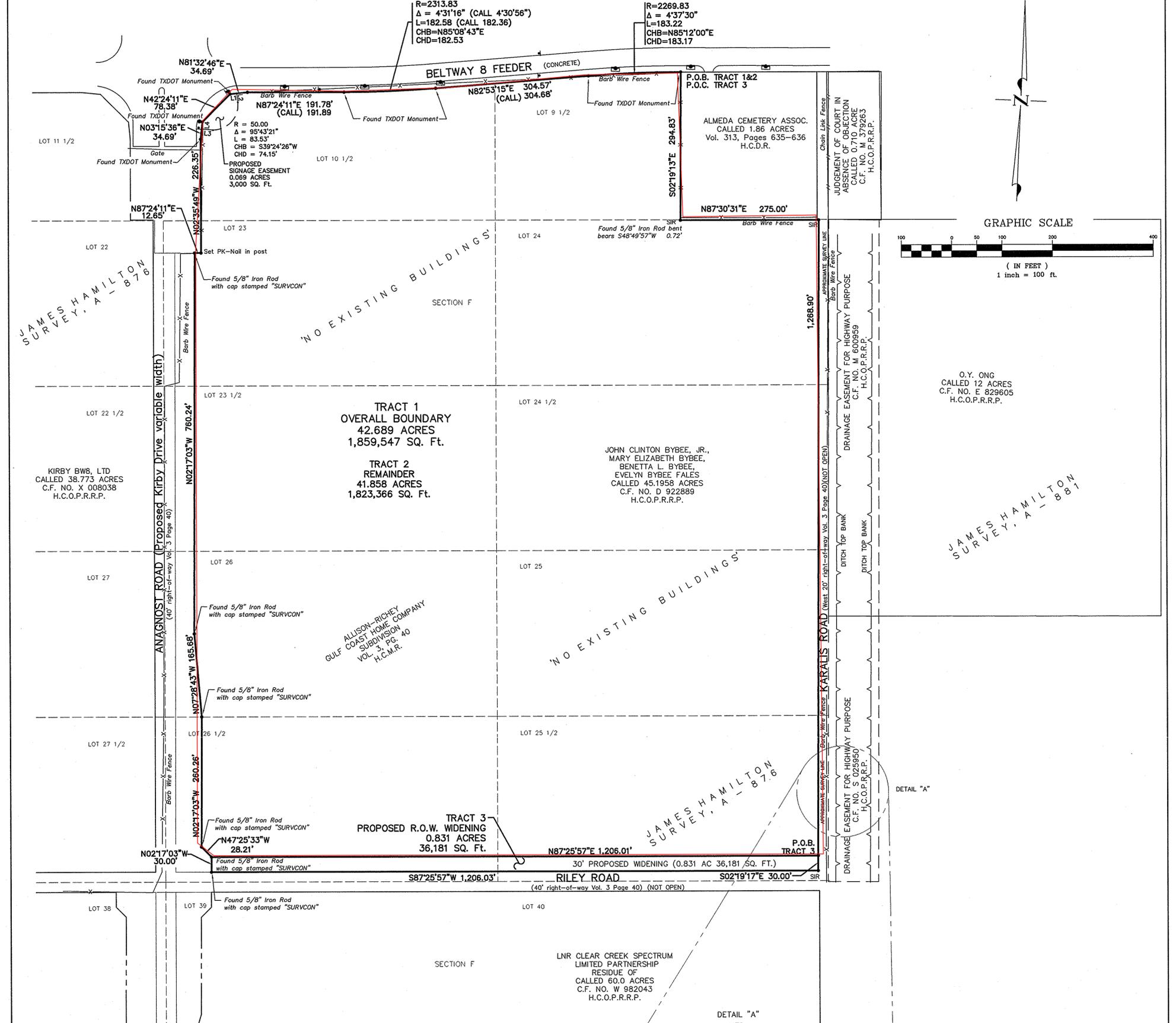


LINE	LENGTH	BEARING
L1	13.59'	N81°32'45"E
L2	18.09'	S08°27'15"E
L3	22.72'	N85°44'24"W
L4	14.04'	N03°15'38"E

BELTWAY 8
(RIGHT-OF-WAY VARIES)

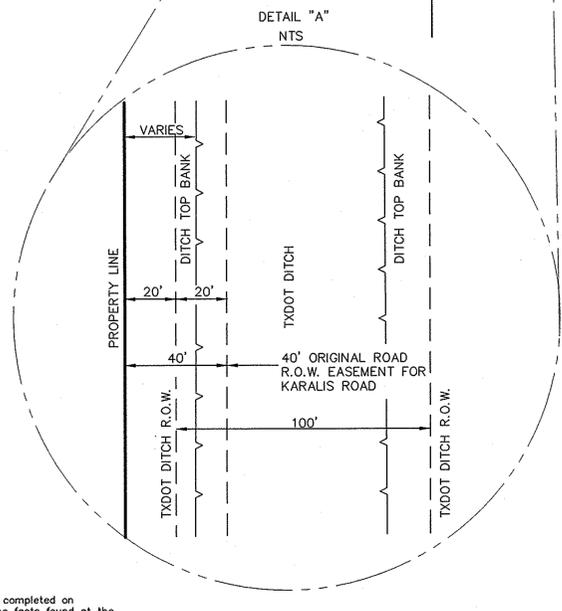
R=2313.83
Δ = 4°31'16" (CALL 4°30'56")
L=182.58 (CALL 182.36)
CHB=N85°08'43"E
CHD=182.53

R=2269.83
Δ = 4°37'30"
L=183.22
CHB=N85°12'00"E
CHD=183.17



O.Y. ONG
CALLED 12 ACRES
C.F. NO. E 829605
H.C.O.P.R.R.P.

JAMES HAMILTON
SURVEY, A - 881



LEGEND

SIR •	Set 5/8" Iron Rod with Cap Stamped "Carter & Burgess"
•	Storm manhole
■	Storm inlet
▼	Sign
H.C.O.P.R.R.P.	Harris County Official Public Records of Real Property
H.C.M.R.	Harris County Map Records

BOUNDARY SURVEY

42.689 ACRES OUT OF THE JAMES HAMILTON SURVEY, A-876 HARRIS COUNTY, TEXAS

Carter & Burgess
Consultants in Planning, Engineering, Architecture, Construction Management and Related Services
CARTER & BURGESS, INC.
55 Waugh Drive Houston, Texas 77007 713-869-7900

- NOTES:**
- The Surveyor has relied upon the Commitment for Title Insurance of Number 03120232, Effective Date: August 14, 2003 Issue Date: August 25, 2003 issued by Stewart Title, with regard to any recorded easements, rights-of-way or setbacks affecting the subject property. No additional research regarding the existence of easements, restrictions, or other matters of record has been performed by the Surveyor.
 - According to the Federal Emergency Management Agency Flood Insurance Rate Map No. 48201C1010 K revised date April 20, 2000 the subject property lies within ZONE X (unshaded), areas determined to be outside 500-year floodplain and ZONE X (shaded), areas of 500-year flood;
 - No improvements were located on the subject tract, except as shown.
 - Coordinates are based on the Texas State Plane Coordinate System, South Central Zone, NAD 83 (1993) adjusted by NGS in December, 2001 and were established by GPS Static Survey from NGS Control Point designation HGCS 46 (Horizontal First Order). Elevations are also based on NGS Control Point designation HGCS 46 (Harris County Floodplain Reference Mark RM No. 030100 Elevation 49.80 feet, NAVD 88, 2001 adjustment), Vertical First Order, Class II and was included in the Tropical Storm Allison Recovery Project.
 - Property subject to the following:
Schedule B, Item No. 10
c). City of Pearland Ordinance No. 922, recorded under Harris County Clerk's File No. V 073011

Benchmark
Harris Galveston County Subsidence District Monument No. 46 also being Harris County Floodplain Reference Mark No. 030100 Vertical First Order Class 2 and was included in the Tropical Storm Allison Recovery Project. The mark is a stainless steel rod inside of a 5-inch logo cap stamped HGCS 46 1987 located 0.6 mile north along State Highway 288 from the junction of Anderson Road, thence 0.1 mile west to 3200 Brookfield Road at a building named (Wilco Corp Research and Development Center Building) being 53.2 feet north of the centerline of a drive, 26.1 feet west of the southwest corner of a 2 foot square drain with a metal grate, 26.4 feet north of the north edge of the sidewalk along the drive, 4.5 feet east of the east edge of a north-south sidewalk.

Elevation 49.80 feet, NAVD 88, 2001 Adjustment

Project Benchmark
PK nail with shiner in asphalt median in Kirby Drive at the intersection with the south line of the westbound feeder road of Beltway 8 (South Sam Houston Tollway). Point is located 21.7 feet south of the back of curb of the median nose in the approximate center of the median.

Elevation 58.41 feet, NAVD 88, 2001 Adjustment

I hereby certify that this survey was made on the ground and completed on October 19, 2004 and that this drawing correctly represents the facts found at the time of survey and that this professional service substantially conforms to the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey.

Anthony R. Peacock
Registered Professional Land Surveyor
Texas Registration No. 5047

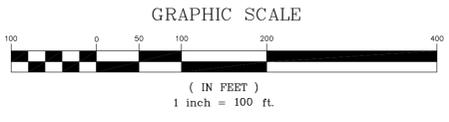
To get to Fema NGVD 1929, 1973 Adjustment Elevations add 2.30 feet.
To get to SURVCON 708, NAVD 88, 1996 Adjustment Elevations which is the datum for the Kirby Drive Project, add 0.14 of a foot.
To get to City of Pearland, NGVD 1929, 1987 Adjustment Elevations add 0.56 of a foot.

SCALE:	1" = 100'	PROJ. NO.	031447.010
DD	Added Signage Easement	12/12/05	DATE
DD	Revised & added Tracts 2&3	10/21/05	CHK'D BY: ARP
APPROVED:	ARP	10/19/04	SHEET 1 OF 1

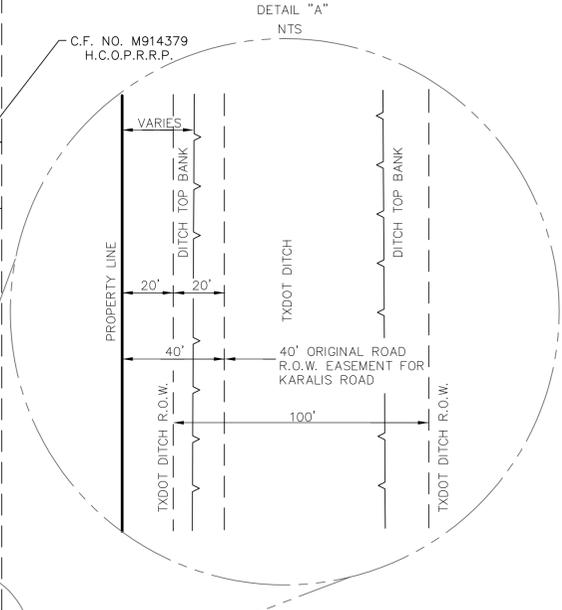
K:\S&B\Projects\031447\010\DWG\CALVIN_CARRY_UP_View_100x144x144_BNDY_2trct3.dwg, Model, 12/22/2005 11:27:04 PM, VCGET050000000000



VICINITY MAP
N.T.S.



GRAPHIC SCALE



JAMES HAMILTON
SURVEY, A - 876

LEGEND

- SIR • Set 5/8" Iron Rod with Cap Stamped "Carter & Burgess"
- H.C.O.P.R.R.P. Harris County Official Public Records of Real Property
- H.C.M.R. Harris County Map Records

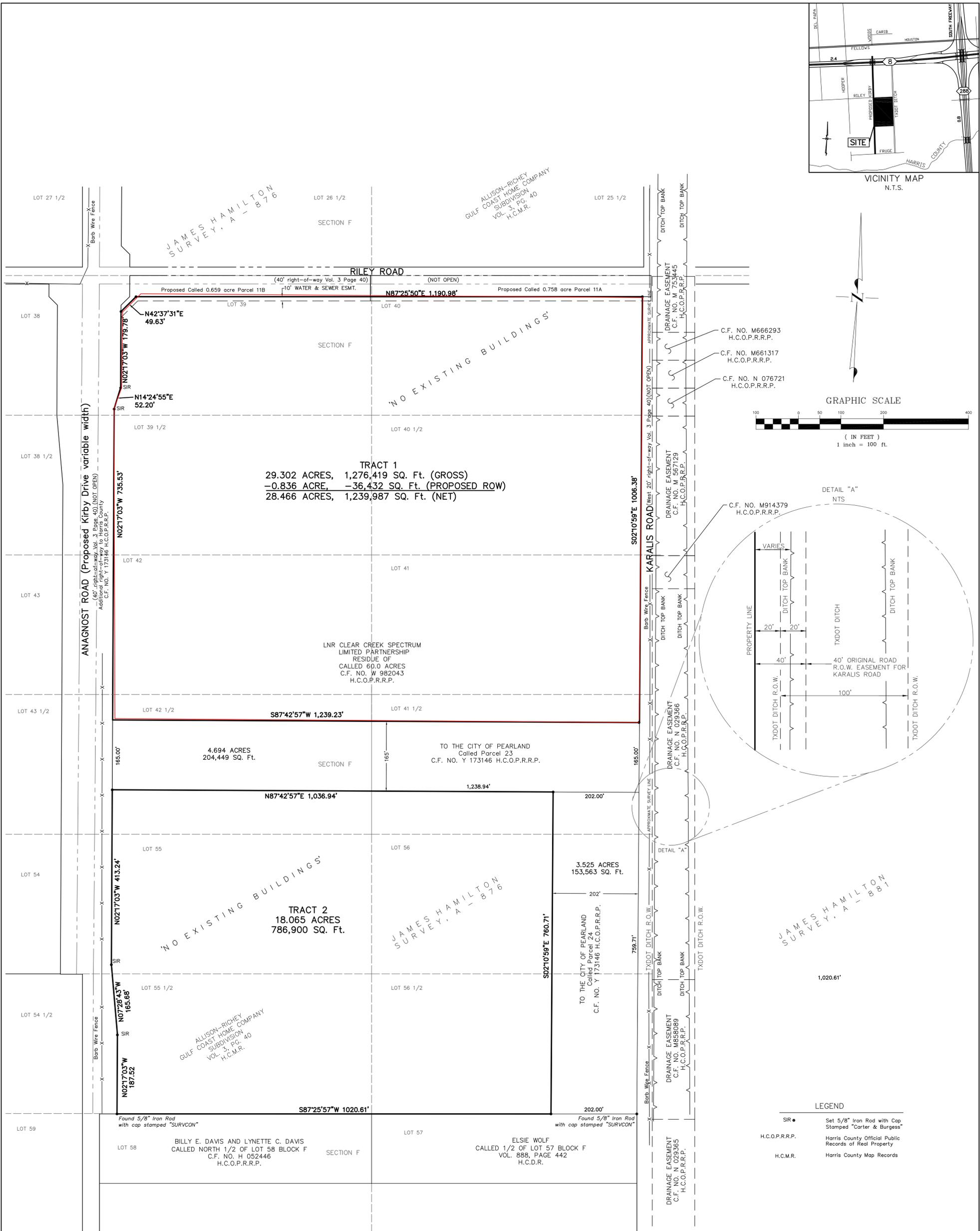
BOUNDARY SURVEY

**TWO TRACTS
OUT OF
THE JAMES HAMILTON
SURVEY, A-876
HARRIS COUNTY, TEXAS**

Carter & Burgess
Consultants in Planning, Engineering, Architecture,
Construction Management and Related Services
CARTER & BURGESS, INC.
55 Waugh Drive Houston, Texas 77007 713-863-7900

SCALE: 1" = 100'	PROJ. NO. 031447.010
DRAWN BY: DDD	DATE
CHK'D BY: ARP	SHEET
APPROVED: ARP	10/19/04 1 OF 1

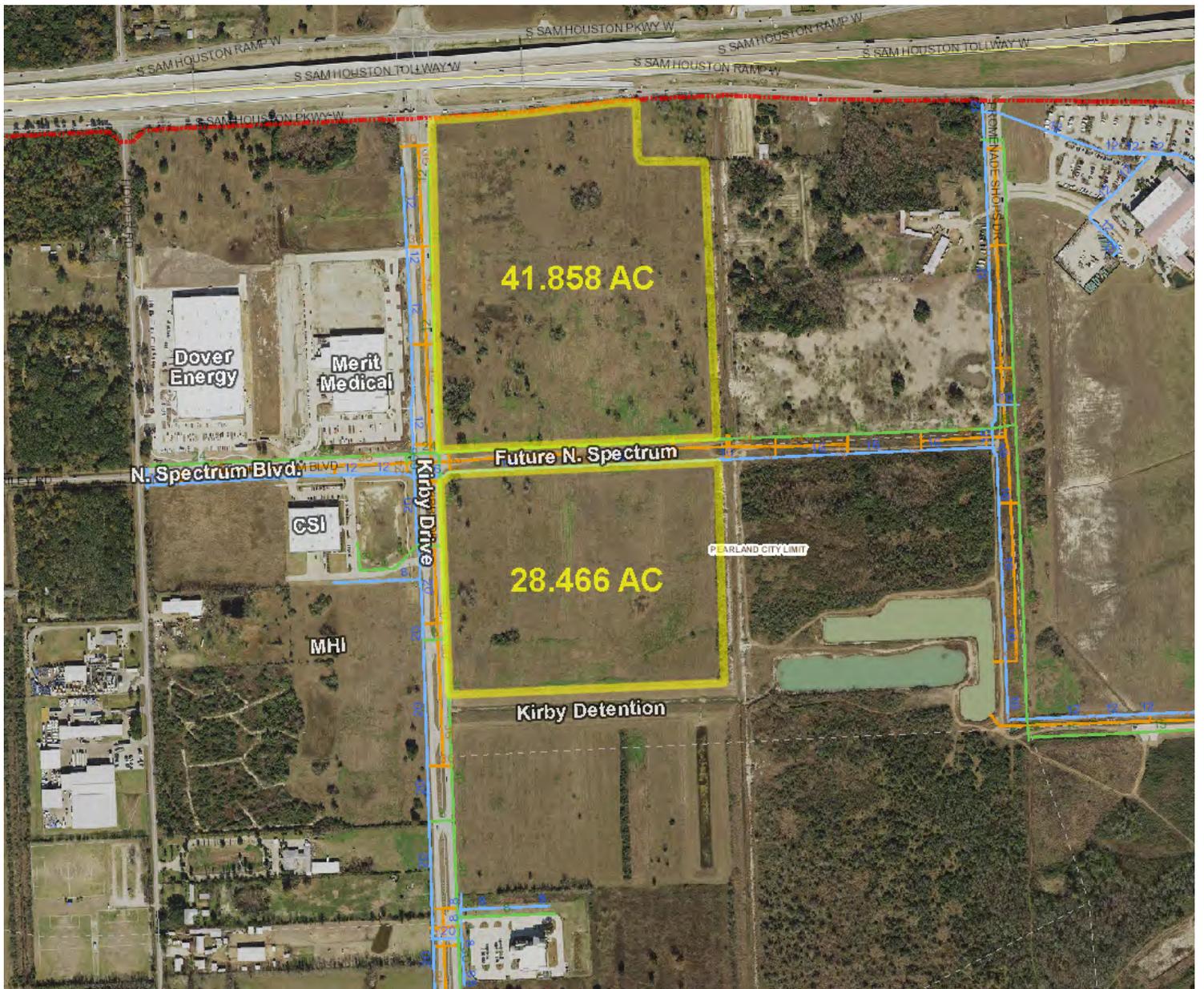
NO.	REVISIONS	DATE
1	Added recording information	3/24/06
2	Added taking	2/1/06
3	REVISED BOUNDARY & ADDED ESMT.	3/3/05



- NOTES:**
- The Surveyor has relied upon the Commitment for Title Insurance SF Number 03119837, Effective Date: August 05, 2003 Issue Date: August 13, 2003 issued by Sewart Title, with regard to any recorded easements, rights-of-way or setbacks affecting the subject property. No additional research regarding the existence of easements, restrictions, or other matters of record has been performed by the Surveyor.
 - According to the Federal Emergency Management Agency Flood Insurance Rate Map No. 48201C1010 K revised date April 20, 2000 the subject property lies within ZONE X (unshaded), areas determined to be outside 500-year floodplain and ZONE X (shaded), areas of 500-year flood;
 - No improvements were located on the subject tract, except as shown.
 - Coordinates are based on the Texas State Plane Coordinate System, South Central Zone, NAD 83 (1993) adjusted by NGS in December, 2001 and were established by GPS Static Survey from NGS Control Point designation HGCSO 46 (Horizontal First Order). Elevations are also based on NGS Control Point designation HGCSO 46 (Harris County Floodplain Reference Mark RM No. 030100 Elevation 49.80 feet, NAVD 88, 2001 adjustment), Vertical First Order, Class II and was included in the Tropical Storm Allison Recovery Project.
 - Property subject to the following:
Schedule B, Item No. 10
a) Easement for roadway purposes, recorded in volume 4066, page 475 and page 481. (H.C.D.R.) cannot be graphically plotted
b) City of Pearland Ordinance No. 922, recorded under Harris County Clerk's File No. V 073011
- Benchmark**
- Harris Galveston County Subsidence District Monument No. 46 also being Harris County Floodplain Reference Mark RM No. 030100 Vertical First Order Class 2 and was included in the Tropical Storm Allison Recovery Project. The mark is a stainless steel rod inside of a 5-inch logo cap stamped HGCSO 46 1987 located 0.6 mile north along State Highway 288 from the junction of Anderson Road, thence 0.1 mile west to 3200 Brookfield Road at a building named (Witco Corp Research and Development Center Building) being 53.2 feet north of the centerline of a drive, 26.1 feet west of the southwest corner of a 2 foot square drain with a metal grate, 26.4 feet north of the north edge of the sidewalk along the drive, 4.5 feet east of the east edge of a north-south sidewalk.
Elevation 49.80 feet, NAVD 88, 2001 Adjustment
- Project Benchmark**
- PK nail with shiner in asphalt median in Kirby Drive at the intersection with the south line of the westbound feeder road of Beltway 8 (South Sam Houston Tollway). Point is located 21.7 feet south of the back of curb of the median nose in the approximate center of the median.
Elevation 58.41 feet, NAVD 88, 2001 Adjustment
- To get to Fema NGVD 1929, 1973 Adjustment Elevations add 2.30 feet.
To get to SURVCON/TCS, NAVD 88, 1996 Adjustment Elevations which is the datum for the Kirby Drive Project, add 0.14 of a foot.
To get to City of Pearland, NGVD 1929, 1987 Adjustment Elevations add 0.56 of a foot.

Mar 24, 2006 1:23pm K:\SubArea\Projects\031447\A-010\DWG\Final Boundary.dwg added: 2006/06/06 JRD/..._perisud_REV.dwg

EXHIBIT C



Executive Summary

The applicant is requesting approval of a Conditional Use Permit (CUP) to allow for an exemption to the façade requirements for an existing structure located in the Garden/O'Day – Mixed Use (G/O-MU) zoning district on approximately .568 acres located at 2125 Garden Road. The property is developed with a large metal building constructed in the early 1970's. The building has been vacant for over six (6) years. Due to the length of the vacancy, prior to issuance of a Certificate of Occupancy, the building must comply with the façade requirements of the Unified Development Code (UDC), which requires 100% masonry or glass.

Due to the age and construction of the existing building, the application of traditional façade materials is not considered feasible. The UDC allows for an approval of alternative façade materials through the CUP process as long as the materials are consistent with the visual nature and quality of the masonry materials permitted within the UDC. The applicant had proposed an alternative material (polyurethane faux brick). It was determined that this was not appropriate for this specific structure, not a significant improvement to the existing structure, and that an exemption would be the best route.

Staff Recommendation

Staff recommends approval of the request to allow for an exemption to the façade requirements for an existing structure located on a 0.568 acre site in the G/O-MU zoning district for the following reasons:

1. The existing building structure cannot structurally support traditional masonry material.
2. The proposed alternative material (polyurethane faux brick) is not considered to be a significant improvement to the existing structure.
3. Additional improvements on site, including parking and landscaping, will be required upon occupation of the building. These improvements will have a much more significant improvement on the overall aesthetics of the property.
4. The proposed CUP request is in conformance with the Comprehensive Plan as the request is compatible with surrounding properties.
5. The intent of the G/O-MU zone is to provide a district that allows for the continuation of specific nonresidential land uses that have been in existence along Garden Road and O'Day Road for a long period of time, while also respecting the residential uses that have developed and now co-exist with the nonresidential uses. The requested CUP allows for the reuse of an existing building that has been in place since the 1970's.

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 CUP. 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.

Planning and Zoning Commission Discussion

At the regular meeting of the Planning and Zoning Commission on March 16, 2015, P&Z Commissioner Mary Starr made a motion to recommend approval of the CUP request. The motion was seconded by P&Z Commissioner Thomas Duncan. The vote was 5-0 and the motion was approved. Commissioners Reed, Starr, McLane, Fuertes and Duncan all voted to approve the requested CUP.

Ordinance No. CUP 2015-01

An ordinance of the City Council of the City of Pearland, Texas, approving a **Conditional Use Permit (CUP) for an exemption to the façade requirements for an existing structure**, for certain property, being lot Six (6) and the North 12.5 feet of lot Seven (7) in block Six (6), of Hickory Creek Place, a subdivision in Brazoria County, Texas according to the map or plat thereof, recorded in Volume 11, Page 1 of the Plat Records of Brazoria County, Texas. **(Located at 2125 Garden Road, Pearland, TX)**, Conditional Use Permit Application No 2015-01, within the Garden/O'Day – Mixed Use (G/O-MU) zoning district, at the request of Ben Searway, applicant; on behalf of SW40, LLC, owner; containing a savings clause, a severability clause, and an effective date and other provisions related to the subject.

WHEREAS, Ben Searway, applicant; on behalf of SW40, LLC, owner; is requesting approval of a Conditional Use Permit (CUP) for an exemption to the façade requirements for an existing structure on approximately 0.568 acres of land on the following described property; 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 16th day of March 2015, 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 16th day of March 2015, the Planning and Zoning Commission submitted its report and recommendation to the City Council regarding the proposed Conditional Use Permit for an exemption to the façade requirements for an existing structure on approximately 0.568 acres of a 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 13th day of April 2015 and the 27th day of April 2015; 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 Ben Searway, applicant; on behalf of SW40, LLC, owner; for approval of a Conditional Use Permit on approximately 0.568 acres of land to allow for an exemption to the façade requirements for an existing structure; 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 being located within the Garden/O’Day – Mixed Use (G/O-MU) zoning district, is hereby granted a Conditional Use Permit to allow for an exemption to the façade requirements for an existing structure, to allow an alternative material (polyurethane faux brick) subject to all requirements of the G/O-MU zoning district, 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: Being lot Six (6) and the North 12.5 feet of lot Seven (7) in block Six (6), of Hickory Creek Place, a subdivision in Brazoria County, Texas according to the map or plat thereof, recorded in Volume 11, Page 1 of the Plat Records of Brazoria County, Texas

GENERAL LOCATION: 2125 Garden 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 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 13th day of April, 2015.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

PASSED, APPROVED, and ADOPTED on Second and Final Reading this 27th
day of April, 2015.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

Exhibit A
Legal Description

Being lot Six (6) and the North 12.5 feet of lot Seven (7) in block Six (6), of Hickory Creek Place, a subdivision in Brazoria County, Texas according to the map or plat thereof, recorded in Volume 11, Page 1 of the Plat Records of Brazoria County, Texas.

**Exhibit B
Vicinity Map**



Exhibit 1

AERIAL MAP

CUP No. 2015-01

2125 Garden Rd.



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 = 200 feet

MARCH 2015
PLANNING DEPARTMENT



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

CONDITIONAL USE PERMIT APPLICATION NO: CUP 2015-01

Notice is hereby given that on March 16, 2015 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 Ben Searway, applicant; on behalf of SW40, LLC, owner; for approval of a Conditional Use Permit (CUP) for an exemption to the façade requirements for an existing structure located in the Garden/O' Day – Mixed Use (G/O-MU) district on approximately .568 acres of land, to wit:

Being lot Six (6) and the North 12.5 feet of lot Seven (7) in block Six (6), of Hickory Creek Place, a subdivision in Brazoria County, Texas according to the map or plat thereof, recorded in Volume 11, Page 1 of the Plat Records of Brazoria County, Texas.

General Location: 2125 Garden 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.

Ian Clowes
Senior Planner

Exhibit D
Planning and Zoning Commission Recommendation Letter



Planning & Zoning Commission

Recommendation Letter

March 17, 2015

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

Re: Recommendation on CUP Application 2015-01

Honorable Mayor and City Council Members:

At their regular meeting on March 16, 2015, the Planning and Zoning Commission considered the following:

A request of Ben Searway, applicant; on behalf of SW40, LLC, owner; for approval of a Conditional Use Permit (CUP) for an exemption to the façade requirements for an existing structure located in the Garden/O'Day – Mixed Use (G/O-MU) district on approximately .568 acres of land, on the following described property:

LEGAL DESCRIPTION: Being lot Six (6) and the North 12.5 feet of lot Seven (7) in block Six (6), of Hickory Creek Place, a subdivision in Brazoria County, Texas according to the map or plat thereof, recorded in Volume 11, Page 1 of the Plat Records of Brazoria County, Texas

GENERAL LOCATION: 2125 Garden Road, Pearland, TX

P&Z Commissioner Mary Starr made a motion to recommend approval of the CUP request. The motion was seconded by P&Z Commissioner Thomas Duncan. The vote

was 5-0 and the motion was approved. Commissioners Reed, Starr, McLane, Fuertes and Duncan all voted to approve the requested CUP.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ian Clowes", with a long horizontal flourish extending to the right.

Ian Clowes
Senior 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, MARCH 16, 2015 AT 6:30 P.M.
COUNCIL CHAMBERS - CITY HALL-3519 LIBERTY DRIVE

I. CALL TO ORDER

II. PURPOSE OF HEARING

Conditional Use Permit Application No. 2015-01

A request of Ben Searway, applicant; on behalf of SW40, LLC, owner; for approval of a Conditional Use Permit (CUP) for an exemption to the façade requirements for an existing structure located in the Garden/O'Day – Mixed Use (G/O-MU) district on approximately .568 acres of land, to wit:

Legal Description: Being lot Six (6) and the North 12.5 feet of lot Seven (7) in block Six (6), of Hickory Creek Place, a subdivision in Brazoria County, Texas according to the map or plat thereof, recorded in Volume 11, Page 1 of the Plat Records of Brazoria County, Texas

General Location: 2125 Garden 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.



Staff Report

To: City Council and Planning and Zoning Commission

From: Planning Department

Date: March 16, 2015

Re: Conditional Use Permit Application Number 2015-01

A request of Ben Searway, applicant; on behalf of SW40, LLC, owner; for approval of a Conditional Use Permit (CUP) for an exemption to the façade requirements for an existing structure located in the Garden/O'Day – Mixed Use (G/O-MU) district on approximately 0.568 acres of land, Pearland, TX

Summary of Request

The applicant is requesting approval of a Conditional Use Permit (CUP) to allow for an exemption to the façade requirements for an existing structure located in the Garden/O'Day – Mixed Use (G/O-MU) district on approximately .568 acres located at 2125 Garden Road. The property is developed with a large metal building constructed in the early 1970's. The building has been vacant for over six (6) years. Due to the length of the vacancy, prior to issuance of a Certificate of Occupancy, the building must comply with the façade requirements of the Unified Development Code (UDC), which requires 100% masonry or glass.

Due to the age and construction of the existing building, the application of traditional façade materials is not considered feasible. The UDC allows for an approval of alternative façade materials through the CUP process as long as the materials are consistent with the visual nature and quality of the masonry materials permitted within the UDC. The applicant had proposed an alternative material (polyurethane faux brick). It was determined that this was not appropriate for this specific structure, not a significant improvement to the existing structure, and that an exemption would be the best route.

Recommendation

Staff recommends approval of the request to allow for an exemption to the façade requirements for an existing structure located on a 0.568 acre site in the G/O-MU zoning district for the following reasons:

1. The existing building structure cannot structurally support traditional masonry material.
2. The proposed alternative material (polyurethane faux brick) is not considered to be a significant improvement to the existing structure.
3. Additional improvements on site, including parking and landscaping, will be required upon occupation of the building. These improvements will have a much more significant improvement on the overall aesthetics of the property.
4. The proposed CUP request is in conformance with the Comprehensive Plan as the request is compatible with surrounding properties.
5. The intent of the G/O-MU zone was to provide a district that allows for the continuation of specific nonresidential land uses that have been in existence along Garden Road and O'Day Road for a long period of time, while also respecting the residential uses that have developed and now co-exist with the nonresidential uses. The requested Cup allows for the reuse of an existing building that has been in place since the 1970's.

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 CUP. 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 CUP.

Site History

The subject property is currently developed with one (1) metal building constructed in the early 1970's for industrial uses. The property was annexed into the City of Pearland in 1997, after the existing building was constructed. The site is surrounded by a mix of residential and non-residential uses. The below table identifies surrounding uses and zoning districts.

	Zoning	Land Use
North	Garden/O'Day – Mixed Use (G/O-MU)	Pet Care Facility
South	Garden/O'Day – Mixed Use (G/O-MU)	Industrial Use
East	Single Family Residential – 1 (R-1)	Single Family Residential

West	Garden/O'Day – Mixed Use (G/O-MU)	Single Family Residential
-------------	-----------------------------------	---------------------------

Conformance with the Thoroughfare Plan

The subject property has approximately 125 feet of frontage along Garden Road; a major collector street, which requires a minimum of 80 feet of right-of-way.

Conformance with the Unified Development Code

The existing parcel does not meet the minimum requirements of the UDC regarding the minimum lot width required in the G/O-MU zoning district. The property is a part of the original Hickory Place Plat which was recorded with Brazoria County in 1965 prior to annexation into the city limits.

The deficient lot width will require a variance from the Planning and Zoning Commission through the platting process at a later date. Platting will only be triggered when expansion occurs on site. Other nonconformities, such as lack of parking, landscaping, and building setbacks will be brought up to code or will require action from the Zoning Board of Adjustment via approval of a Variance/Special Exception.

Garden/O'Day Mixed Use (G/O-MU) Area Regulations		
Size of Lots	Required	Existing Lot Dimensions
Minimum Lot Size	22,500 sf.	30,000 sf.
Minimum Lot Width	150 ft.	125 ft.
Minimum Lot Depth	125 ft.	240 ft.

Platting Status

The subject property has a recorded plat dated November 18, 1965. This is not a plat that is recognized by the city at this time. A new plat will need to be approved prior to the issuance of any building permits for expansion.

Availability of Utilities

The subject property is connected to an existing 12-inch waterline and an 8-inch sewer located along the east side of Garden Road.

Impact on Existing and Future Development

The proposed CUP will not significantly impact surrounding properties or developments, as the property is currently developed with an existing building. The CUP will not change any of the existing site conditions. The area around the site is a mix of metal commercial buildings and single family residential which have all been in place since the mid 1970's. Prior to the issuance of a CO for any future use, improvements regarding landscaping and parking will be required, which will bring the overall site into further conformance with the UDC.

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.

Exhibits

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



Exhibit 1

AERIAL MAP

CUP No. 2015-01

2125 Garden Rd.



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 = 200 feet

MARCH 2015
PLANNING DEPARTMENT





Exhibit 2

ZONING MAP

CUP No. 2015-01

2125 Garden Rd.



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 = 200 feet

MARCH 2015
PLANNING DEPARTMENT





Exhibit 3

FLUP MAP

CUP No. 2015-01

2125 Garden Rd.



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 = 200 feet

MARCH 2015
PLANNING DEPARTMENT



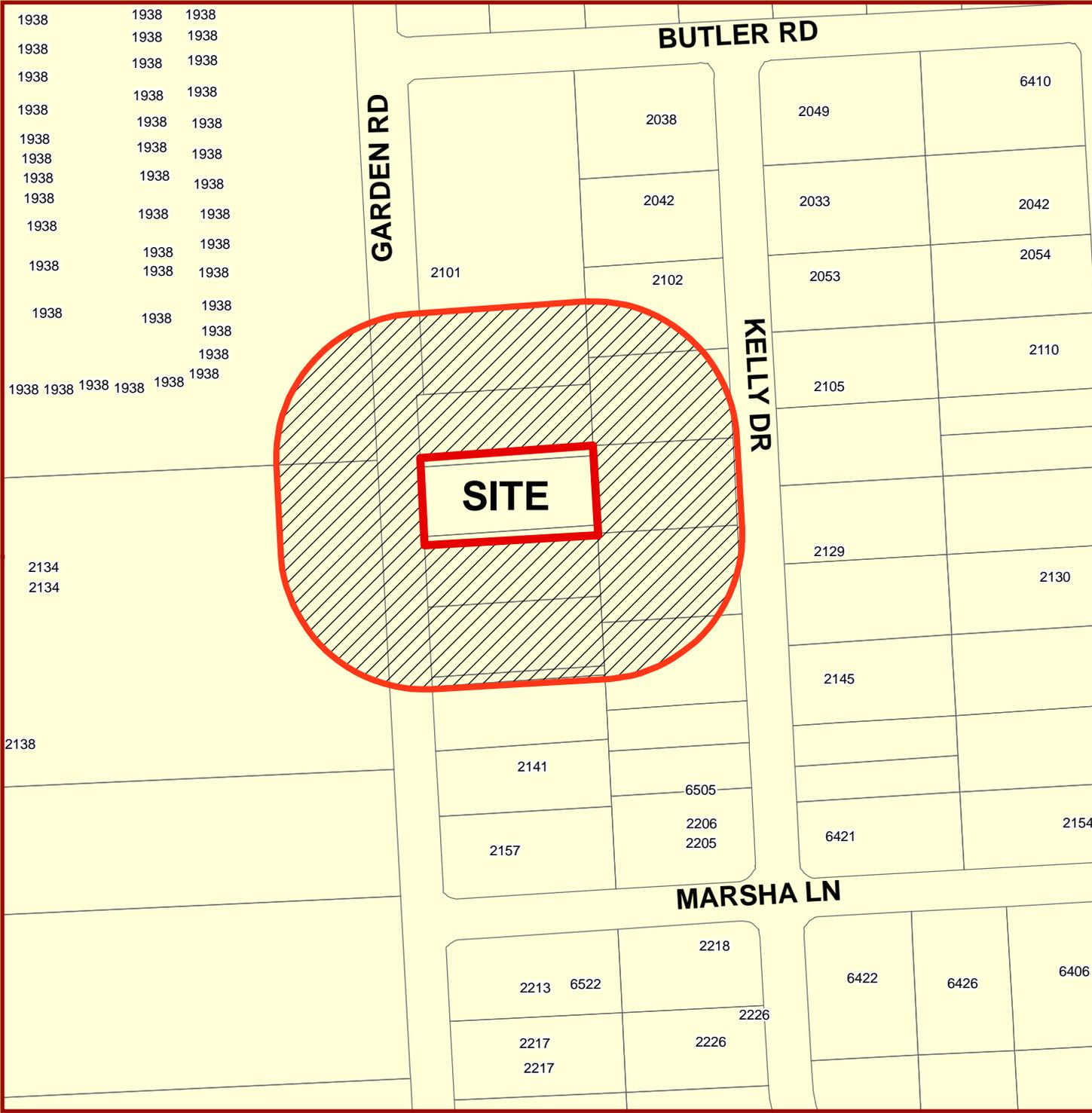


Exhibit 4

NOTIFICATION MAP

CUP No. 2015-01

2125 Garden Rd.



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 = 200 feet

MARCH 2015
PLANNING DEPARTMENT



**EXHIBIT 5
NOTIFICATION LIST**

Owner	Address	City	State	Zip
SHIELDS MARY ANN	2118 KELLY DR	PEARLAND	TX	77581
LUNA MONICA R	2106 KELLY DR	PEARLAND	TX	77581
DAVIS TYREE R	2138 GARDEN RD	PEARLAND	TX	77581
CLARK M W	2126 KELLY DR	PEARLAND	TX	77581
WATKINS G H	PO BOX 1778	MADISONVILLE	TX	77864
WATSON LILLIE ANN	PO BOX 134	PEARLAND	TX	77588
GARDEN RD BAPTIST CHURCH	2029 GARDEN RD	PEARLAND	TX	77581
ELLIOTT VIRGIL COY ESTATE	4514 COLETO CREEK CT	RICHMOND	TX	77406
JIMENEZ ARMANDO Z	6426 MARSHA LN	PEARLAND	TX	77581
YES COMPANIES LLC	2251 COUNTY ROAD 94 STE 101	PEARLAND	TX	77584
SW40 LLC	2100 ROSS AVE STE 2900	DALLAS	TX	75201
DERRIC ROACH	2100 ROSS AVE STE 2900	DALLAS	TX	75201



City of Pearland Planning Department Universal Application

City of Pearland
Community Development
3523 Liberty Drive
(Community Center)
Pearland, Texas 77581
281.652.1768
281.652.1702 (fax)
pearlandtx.gov

Please complete each field - incomplete applications will **not** be accepted.
Include the applicable checklist for each project type with this application.
Refer to the schedule on the City's website and/or within the Planning Department
for deadlines and anticipated meeting dates for each project type.

TYPE OF APPLICATION:

- | | |
|---|--|
| <input type="checkbox"/> Zoning Change | <input type="checkbox"/> ZBA Variance |
| <input type="checkbox"/> Cluster Development Plan | <input type="checkbox"/> P&Z Variance |
| <input type="checkbox"/> Planned Development Workshop | <input type="checkbox"/> Special Exception |
| <input type="checkbox"/> Plat (list type): _____ | <input checked="" type="checkbox"/> Conditional Use Permit |

PROJECT INFORMATION:

Residential Commercial Property Platted Property Not Platted
 Project Name: 2125 Garden Road Retrofit Tax ID: 4860007211
 Project Address/Location: 2125 Garden Road, Pearland, Texas 77581
 Subdivision: Garden - O'Day Mixed Use No. of Lots: 1 Total Acres: .568
 Brief Description of Project: Applying for an Exemption under Section 2.6.2.1, Subsection D, Paragraph 2 of the UDC.

When a completed application packet has been accepted and reviewed, additional information may be required by staff as a result of the review, therefore it may be necessary to postpone the proposed project and remove it from the scheduled agenda and place it on a future agenda according to Section 1.2.1.2 of the Unified Development Code.

PROPERTY OWNER INFORMATION:

Name: SW40, LLC
 Address: 2100 Ross Avenue, Suite 2900
 City: Dallas State: TX Zip: 75201
 Phone: 214-379-9000
 Fax: 214-379-9001
 Email Address: Skocurek@pnlcompanies.com

APPLICANT/AGENT INFORMATION:

Name: Derrick Roach
 Address: 2100 Ross Avenue, Suite 2900
 City: Dallas State: TX Zip: 75201
 Phone: 214-379-2225
 Fax: 214-379-9003
 Email Address: droach@pnlcompanies.com

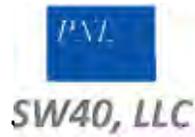
*Property owner must be the current owner of the property at the time of submittal of the application, and not the party that has the property under contract.
 As owner and applicant, I hereby request approval of the above described request as provided for by the Unified Development Code of the City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

Owner's Signature: [Signature] Member Date: 2/10/2015

Agent's/
 Applicant's Signature: [Signature] Date: 2/10/2015

OFFICE USE ONLY:

FEES PAID:	DATE PAID:	RECEIVED BY:	RECEIPT NUMBER:
			APPLICATION NUMBER: <u>2015-01</u>



2100 Ross Ave, Suite 2900 · Dallas, Texas 75201
Telephone (214) 379-9000 · Facsimile (214) 379-900

February 10, 2015

Mr. Ian Clowes
City Planner
Pearland Planning Department
3519 Liberty Drive
Pearland, TX 77581

Dear Mr. Clowes,

SW40, LLC respectfully requests consideration for an exemption from the exterior building requirements under Section 2.6.2.1 Subsection D Paragraph 2 of the Unified Development Code.

Section 2.6.2.1 C of the Unified Development Code requires that all exterior walls visible from the roadway (public or private) be 100% masonry. SW40, LLC would have to cover 12,600 square feet of exterior wall to meet the zoning requirements. SW40, LLC investigated adding brick, stone veneer, and cement panels, of which all were logistically complicated and cost prohibitive. The average estimate to meet the zoning requirements will cost \$150,000. There is no scenario where the cost of this project is economically viable.

SW40, LLC proposes an exemption from a Conditional Use Permit Section 2.6.2.1 Subsection D Paragraph 2 of the Unified Development Code.

Sincerely,

Scott Kocurek,
Member



SW40, LLC

*2100 Ross Ave, Suite 2900 · Dallas, Texas 75201
Telephone (214) 379-9000 · Facsimile (214) 379-900*

February 10, 2015

Ian Clowes
City Planner
Pearland Planning Department
3519 Liberty Drive
Pearland, TX 77581

Dear Mr. Clowes,

This letter shall serve as an official acknowledgement that SW40, LLC authorizes Derrick Roach to act as an agent of the entity and file the City of Pearland Planning Department Universal Application on its behalf.

Sincerely,

A handwritten signature in black ink, appearing to read 'Scott Kocurek'.

Scott Kocurek,
Member

ZONE CHANGE / VARIANCE / PLAT / RECORDATION

(circle one)

\$250

BA

or

FF

or

FE

Description: Input who the check is from

COMMENTS/DESCRIPTION (F10):

Location or Address 2125 Garden Rd
Pearland, TX 77581

Applicant Ben Seaway

Owner SW40, LLC

CITY OF PEARLAND
R E P R I N T
*** CUSTOMER RECEIPT ***
Oper: AGONZALES Type: BC Drawer: 1
Date: 1/15/15 01 Receipt no: 105319

Description	Quantity	Amount
BA BOARD OF ADJUSTMENTS	1.00	\$250.00
Trans number:		4720400

VARIANCE CHANGE
2125 GARDEN RD
BEN SEAWAY
SW40, LLC

Tender detail		
CK CHECK	39	\$250.00
Total tendered		\$250.00
Total payment		\$250.00

Trans date: 1/15/15 Time: 11:03:53



2100 Ross Ave, Suite 2900 · Dallas, Texas 75201
Telephone (214) 379-9000 · Facsimile (214) 379-900

January 13, 2015

Ian Clowes
City Planner
Pearland Planning Department
3519 Liberty Drive
Pearland, TX 77581

Dear Mr. Clowes,

SW40, LLC respectfully requests consideration for a Conditional Use Permit.

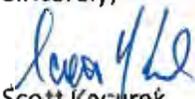
SW40, LLC is applying for a Conditional Use Permit with the goal of obtaining a variance for URESTONE system. SW40, LLC is attempting to retrofit an existing building (2125 Garden, Road Account# 48600072111) to comply with the new regulations per Section 2.6.2.1 of the Unified Development Code. The existing building was grandfathered in prior to the new appearance regulations.

Section 2.6.2.1 of the Unified Development Code requires that all exterior walls visible from the roadway (public or private) be 100% masonry. SW40, LLC's objective is to comply with the new regulations that require metal buildings in the city to blend in better with the neighboring buildings. In order to do so, SW40, LLC will have to cover 12,600 square feet of exterior wall to meet the zoning requirements. SW40, LLC investigated adding brick, stone veneer, cement panels and all were logistically complicated and cost prohibitive.

URESTONE system was evaluated and conforms to all the required attributes of size, ease of installation, appearance, insulation value and cost. The URESTONE series is molded from stones and brick and has sharper and deeper textures than many competitive systems. The coloring system is composed of multiple layers of colors and shades and highlights. This produces one of the most realistic appearances in faux textures in the industry. Samples are available upon request.

SW40, LLC proposes the use of URESTONE in complying with Section 2.6.2.1.

Sincerely,


Scott Kocurek,
Member



2100 Ross Ave, Suite 2900 · Dallas, Texas 75201
Telephone (214) 379-9000 · Facsimile (214) 379-900

January 13, 2015

Ian Clowes
City Planner
Pearland Planning Department
3519 Liberty Drive
Pearland, TX 77581

Dear Mr. Clowes,

This letter shall serve as an official acknowledgement that SW40, LLC will erect and maintain a sign to be inspected by the City, upon the property for which a variance or zoning change has been requested. Furthermore, SW40, LLC will follow the guidelines found on page 4 of the Conditional Use Permit Checklist when erecting and maintaining said sign.

Sincerely,

Scott Kocurek
Member

Posting of Notification Signs on Property under Consideration for a 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.

Signature

[Handwritten Signature], Manager

Date

1/14/15

Property Tax Status

[Begin a New Search](#) [Go to Your Portfolio](#) [Tax Office FAQ's](#)

Make your check or money order payable to:
 Ro'Vin Garrett
 111 E. Locust
 Angleton, Texas 77515

Shopping Cart: For your convenience you may pay several accounts at once. Click the 'Click Here to Pay Now' button to add this account to the shopping cart. Additional accounts can be added by doing a search again, then clicking the 'Click Here to Pay Now' button for each account. Up to 50 accounts may be paid at one time. Accounts are not saved in the shopping cart after you go to the Certified Payment web site.

If using Internet Explorer version 8 or later, you may experience problems adding more than four accounts to your shopping cart. Please consider using a different browser (for ex., Chrome or Firefox) to manage your shopping cart.



A **Convenience Fee** of up to 2.4% will be charged for all credit card payments by the vendor providing this service. For eChecks, a convenience fee of \$1.50 will be charged for each transaction. The fee covers the cost of making payments by credit card possible. The fee will appear as a charge to 'Certified Payments'. No part of this fee is retained by Brazoria County.

Unless otherwise noted, all data refers to tax information for 2014. All amounts due include penalty, interest, and attorney fees when applicable. Due to the large volume of work during heavy payment periods amounts due **may not** reflect payments that have been received but not yet processed.

Account Number: 48600072111

Address:
 SW40 LLC
 2100 ROSS AVE STE 2900
 DALLAS, TX 75201-6774

Property Site Address:
 2125 GARDEN RD

Legal Description:
 HICKORY CREEK PLACE (PEARLAND), BLOCK
 6, LOT 6-7A

Current Tax Levy: \$7,323.85
Current Amount Due: \$7,323.85
Prior Year Amount Due: \$0.00
Total Amount Due: \$7,323.85

Last Payment Amount for Current Year Taxes:
 Not Received

Active Lawsuits: None

Pending Credit Card or E-Check Payments:

No Payment Pending

[Click Here to Pay Now](#)

Jurisdictions:

BRAZORIA COUNTY
 BRAZORIA DRAINAGE DIST 4
 CITY OF PEARLAND
 PEARLAND ISD
 SPECIAL ROAD & BRIDGE

Market Value: \$263,230
Land Value: \$55,080
Improvement Value: \$208,150
Capped Value: \$0
Agricultural Value: \$0
Exemptions: None
Last Certified Date: 11/07/2014

[Taxes Due Detail by Year and Jurisdiction](#)

[Payment Information](#)

[Print a Current Tax Statement](#)

[Click Here](#) to see your estimated amount due for a different date. You can see this information by year and by both year and jurisdiction.

Tax Office:

[Search & Pay Taxes](#)
[Appraisal District](#)
[Your Tax Portfolio](#)

[Tax Rates & Entities](#)
[Related Links](#)

[Tax Office FAQ](#)
[Tax Office Home Page](#)

Brazoria County:

[Home](#)
[Holiday Schedule](#)
[Job Postings](#)

[County Directory](#)
[Related Links](#)

[Commissioner's Court](#)
[Courthouse History](#)

[Terms of Use](#)

E-mail: roving@brazoria-county.com
111 E. Locust Suite
Angleton, TX 77515
(979) 864-1320

©Appraisal & Collection Technologies.
All rights reserved.
©Brazoria County

ZONE CHANGE / VARIANCE / PLAT / RECORDATION

\$250

(circle one)

BA or **PF** or **FE**

Description: Input who the check is from

COMMENTS/DESCRIPTION (F10):

Location or Address 2125 Garden Rd
Pearland, TX 77581

Applicant Ben Searway

Owner SW40, LLC

CITY OF PEARLAND
R E P R I N T
*** CUSTOMER RECEIPT ***
Oper: AGONZALES Type: DC Drawer: 1
Date: 1/15/15 01 Receipt no: 105319

Description	Quantity	Amount
BA BOARD OF ADJUSTMENTS	1.00	\$250.00
Trans number:		4720400

VARIANCE CHANGE
2125 GARDEN RD
BEN SEARWAY
SW40, LLC

Tender detail		
CK CHECK	39	\$250.00
Total tendered		\$250.00
Total payment		\$250.00

Trans date: 1/15/15 Time: 11:03:53



SW40, LLC

*2100 Ross Ave, Suite 2900 · Dallas, Texas 75201
Telephone (214) 379-9000 · Facsimile (214) 379-900*

January 13, 2015

Ian Clowes
City Planner
Pearland Planning Department
3519 Liberty Drive
Pearland, TX 77581

Dear Mr. Clowes,

This letter shall serve as an official acknowledgement that SW40, LLC authorizes Ben Searway to act as an agent of the entity and file the City of Pearland Planning Department Universal Application on its behalf.

Sincerely,

A handwritten signature in blue ink, appearing to read "Scott Kocurek", written over the printed name.

Scott Kocurek,
Member



SW40, LLC

2100 Ross Ave, Suite 2900 · Dallas, Texas 75201
Telephone (214) 379-9000 · Facsimile (214) 379-900

January 13, 2015

Ian Clowes
City Planner
Pearland Planning Department
3519 Liberty Drive
Pearland, TX 77581

Dear Mr. Clowes,

SW40, LLC respectfully requests consideration for a Conditional Use Permit.

SW40, LLC is applying for a Conditional Use Permit with the goal of obtaining a variance for URESTONE system. SW40, LLC is attempting to retrofit an existing building (2125 Garden, Road Account# 48600072111) to comply with the new regulations per Section 2.6.2.1 of the Unified Development Code. The existing building was grandfathered in prior to the new appearance regulations.

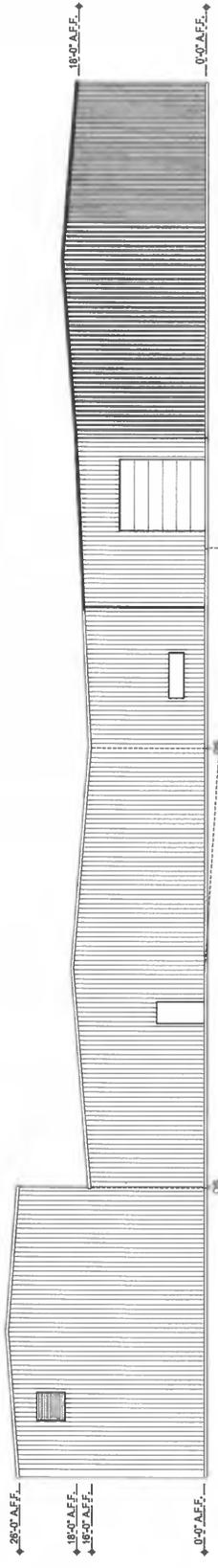
Section 2.6.2.1 of the Unified Development Code requires that all exterior walls visible from the roadway (public or private) be 100% masonry. SW40, LLC's objective is to comply with the new regulations that require metal buildings in the city to blend in better with the neighboring buildings. In order to do so, SW40, LLC will have to cover 12,600 square feet of exterior wall to meet the zoning requirements. SW40, LLC investigated adding brick, stone veneer, cement panels and all were logistically complicated and cost prohibitive.

URESTONE system was evaluated and conforms to all the required attributes of size, ease of installation, appearance, insulation value and cost. The URESTONE series is molded from stones and brick and has sharper and deeper textures than many competitive systems. The coloring system is composed of multiple layers of colors and shades and highlights. This produces one of the most realistic appearances in faux textures in the industry. Samples are available upon request.

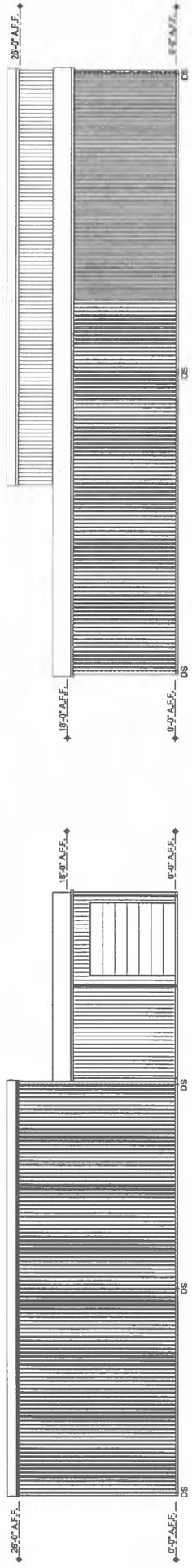
SW40, LLC proposes the use of URESTONE in complying with Section 2.6.2.1.

Sincerely,

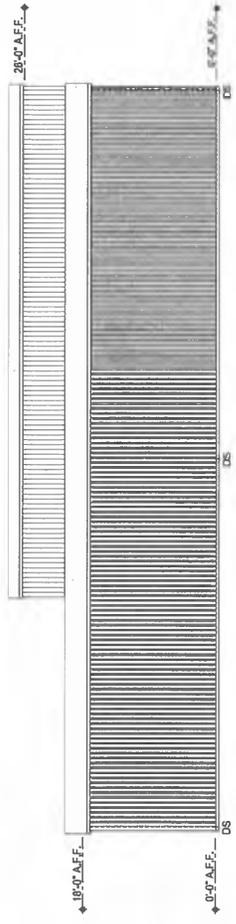

Scott Kocurek,
Member



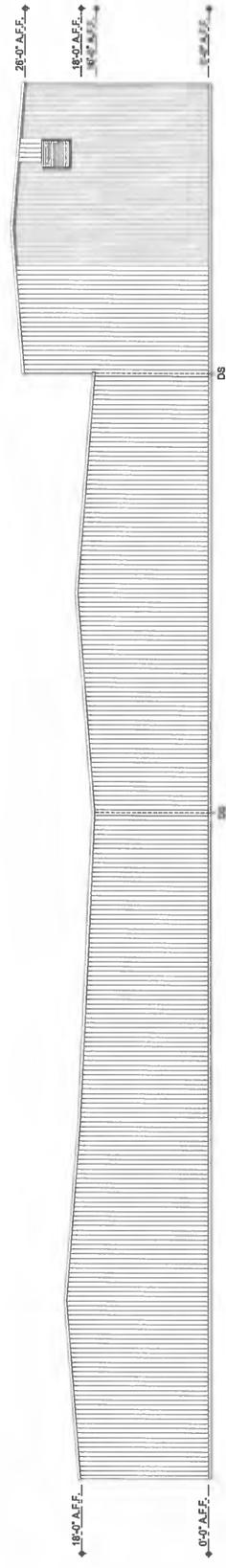
NORTH ELEVATION



WEST ELEVATION



EAST ELEVATION



SOUTH ELEVATION

PROPERTY ADDRESS:
2125 GARDEN ROAD
PEARLAND, TX 77581

texas
asbuilts
asbuilts | architecture

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

AGENDA OF: April 27, 2015 DATE SUBMITTED: March 31, 2015 PREPARED BY: Ian Clowes REVIEWED BY: Matt Buchanan	ITEM NO.: Ord. No. CUP 2015-02 DEPT. OF ORIGIN: Planning PRESENTOR: Lata Krishnarao REVIEW DATE: April 8, 2015				
<p>SUBJECT: Ordinance No. CUP 2015-02 - An ordinance of the City Council of the City of Pearland, Texas, approving a Conditional Use Permit (CUP) to allow for a Mini-Warehouse/Self Storage Facility, for certain property, being all of Lot 1 of Pearland Senior Village, as recorded in Doc. #2010012628 of the Brazoria County Plat Records in the H.T. & B.R.R. Co. Survey, Abstract No. 242 in Brazoria County, Texas. (General location being the southwest corner of Broadway Street and Brownstone Place, Pearland, TX), Conditional Use Permit Application No 2015-02, within the General Business (GB) zoning district, at the request of BGE Kerry R. Gilbert and Associates, applicant; on behalf of Glass 518 Joint Venture, owner; containing a savings clause, a severability clause, and an effective date and other provisions related to the subject.</p>					
<p>ATTACHMENTS: Ordinance No. CUP 2015-02 and Exhibits (Exhibit A – Legal Description; Exhibit B – Location Map; Exhibit C - Legal Ad; Exhibit D- Planning and Zoning Commission Recommendation Letter; Exhibit E – Site Plan) Joint Public Hearing Packet (3.16.15)</p>					
<p>EXPENDITURE REQUIRED: N/A AMOUNT BUDGETED: N/A AMOUNT AVAILABLE: N/A PROJECT NO.: N/A ACCOUNT NO.: N/A</p> <p>ADDITIONAL APPROPRIATION REQUIRED: N/A ACCOUNT NO.: N/A PROJECT NO.: N/A</p>					
<p>To be completed by Department:</p> <table style="width: 100%; text-align: center;"> <tr> <td style="width: 25%;">Finance</td> <td style="width: 25%;">Legal</td> <td style="width: 25%;">Ordinance</td> <td style="width: 25%;">Resolution</td> </tr> </table>		Finance	Legal	Ordinance	Resolution
Finance	Legal	Ordinance	Resolution		

Executive Summary

The applicant is requesting approval of a Conditional Use Permit (CUP) to allow for a Mini-Warehouse/Self Storage facility located in the General Business (GB) district on approximately 4.5496 acres located at the southwest corner of Broadway Street and Brownstone Place. The property is undeveloped and is located just west of a recently constructed Credit Union and just north of the Pearland Senior Village. The development will consist of 6 one (1) story buildings covering a total area of 103,304 square feet. Building "A" will include 56,221 square feet and building "B" will include 33,530 square feet. Buildings "A" and "B" will consist of mostly interior corridors with interior loading areas with a small portion being devoted to traditional outdoor access. The remaining buildings will be of traditional design with exterior roll up doors. There is no outside storage or activity proposed. All storage areas will be fully enclosed within a building. The development does not include any metal buildings. Additionally, the applicant has indicated that all proposed fencing in all yards and buffers will be wrought iron.

Recommendation

Staff recommends approval of the request to allow for a Mini-Warehouse/Self Storage facility on the approximately 4.5496 acre site in the GB zoning district for the following reasons:

1. The property is located within the General Business (GB) zoning district. A "Mini-Warehouse/Self Storage" facility is permitted, with approval of a Conditional Use Permit.
2. The proposed use will be compatible with uses within the surrounding area, and thus, meets the requirements of the UDC.
3. The proposed Mini-Warehouse/Self Storage facility will not significantly impact surrounding properties or developments as they are adjacent to other commercial uses including a separate Mini-Warehouse/Self Storage facility.
4. The applicant has complied with requests to add additional landscaping and buffering along Brownstone Place and adjoining buildings, and has agreed that all proposed fencing will be constructed of decorative wrought iron or tubular steel, in order to minimize the overall impact the proposed facility will have on the existing roadway and adjoining properties.

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 CUP. 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.

Planning and Zoning Commission Discussion:

At the regular meeting of the Planning and Zoning Commission on March 16, 2015, P&Z Commissioner Elizabeth McLane made a motion to recommend approval of the CUP request with staff's recommended conditions. The motion was seconded by P&Z Commissioner Derrick Reed. The vote was 5-0 and the motion was approved with staff's conditions. Commissioners Reed, Starr, McLane, Fuertes, and Duncan all voted in favor of the requested CUP.

Ordinance No. CUP 2015-02

An ordinance of the City Council of the City of Pearland, Texas, approving a **Conditional Use Permit (CUP) to allow for a Mini-Warehouse/Self Storage Facility**, for certain property, being all of Lot 1 of Pearland Senior Village, as recorded in Doc. #2010012628 of the Brazoria County Plat Records in the H.T. & B.R.R. Co. Survey, Abstract No. 242 in Brazoria County, Texas. **(General location being the southwest corner of Broadway Street and Brownstone Place, Pearland, TX)**, Conditional Use Permit Application No 2015-02, within the General Business (GB) zoning district, at the request of BGE Kerry R. Gilbert and Associates, applicant; on behalf of Glass 518 Joint Venture, owner; containing a savings clause, a severability clause, and an effective date and other provisions related to the subject.

WHEREAS, BGE Kerry R. Gilbert and Associates, applicant; on behalf of Glass 518 Joint Venture, owner; is requesting approval of a Conditional Use Permit (CUP) to allow for a Mini-Warehouse/Self Storage Facility on approximately 4.5496 acres of land on the following described property; 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 16th day of March 2015, 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 16th day of March 2015, the Planning and Zoning Commission submitted its report and recommendation to the City Council regarding the proposed Conditional Use Permit to allow for a Mini-Warehouse/Self Storage Facility on

approximately 4.5496 acres of a 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 13th day of April 2015 and the 27th day of April 2015; 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 BGE Kerry R. Gilbert and Associates, applicant; on behalf of Glass 518 Joint Venture, owner; for approval of a Conditional Use Permit on approximately 4.5496 acres of land to allow for a Mini-Warehouse/Self Storage Facility; 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 being located within the General Business (GB) zoning district, is hereby granted a Conditional Use Permit to allow for a Mini-Warehouse/Self Storage Facility, subject to all requirements of the GB zoning district and the site plan attached hereto and made a part hereof for all purposes as Exhibit “E”, in accordance with all conditions and requirements of the current Unified Development Code and the following conditions approved by the City Council and incorporated for all purposes, such property being more particularly described as:

LEGAL DESCRIPTION: Being all of Lot 1 of Pearland Senior Village, as recorded in Doc. #2010012628 of the Brazoria County Plat Records in the H.T. & B.R.R. Co. Survey, Abstract No. 242 in Brazoria County, Texas.

GENERAL LOCATION: Southwest corner of Broadway Street and Brownstone Place, Pearland, TX

Subject to the following conditions:

1. Staff requests that the applicant add a landscape calculation table to the site plan in order to enable staff to ensure all landscaping requirements are met.
2. Staff requests that the applicant add additional landscaping, consisting of a continuous hedge or berm, to the western boundary of the property to screen buildings from adjacent uses.
3. All proposed fencing in all yards and buffers will be wrought iron and will be shown on the provided site plan.
4. A note shall be added to the site plan stating that there will be no metal buildings on site.

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 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 13th day of April, 2015.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

PASSED, APPROVED, and ADOPTED on Second and Final Reading this 27th day of April, 2015.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

Exhibit A
Legal Description

Being all of Lot 1 of Pearland Senior Village, as recorded in Doc. #2010012628 of the Brazoria County Plat Records in the H.T. & B.R.R. Co. Survey, Abstract No. 242 in Brazoria County, Texas

Exhibit B Vicinity Map



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

CONDITIONAL USE PERMIT APPLICATION NO: CUP 2015-02

Notice is hereby given that on March 16, 2015 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 BGE Kerry R. Gilbert and Associates, applicant; on behalf of Glass 518 Joint Venture, owner; for approval of a Conditional Use Permit (CUP) to allow for a Mini-Warehouse/Self Storage Facility located within the General Business (GB) zoning district on approximately 4.5496 acres of land, to wit:

Being all of Lot 1 of Pearland Senior Village, as recorded in Doc. #2010012628 of the Brazoria County Plat Records in the H.T. & B.R.R. Co. Survey, Abstract No. 242 in Brazoria County, Texas.

General Location: Southwest corner of Broadway Street and Brownstone Place, 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 D
Planning and Zoning Commission Recommendation Letter



Planning & Zoning Commission

Recommendation Letter

March 17, 2015

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

Re: Recommendation on CUP Application 2015-02

Honorable Mayor and City Council Members:

At their regular meeting on March 16, 2015, the Planning and Zoning Commission considered the following:

A request of BGE Kerry R. Gilbert and Associates, applicant; on behalf of Glass 518 Joint Venture, owner; for approval of a Conditional Use Permit (CUP) to allow for a Mini-Warehouse/Self Storage Facility located within the General Business (GB) zoning district on approximately 4.5496 acres of land, on the following described property:

LEGAL DESCRIPTION: Being all of Lot 1 of Pearland Senior Village, as recorded in Doc. #2010012628 of the Brazoria County Plat Records in the H.T. & B.R.R. Co. Survey, Abstract No. 242 in Brazoria County, Texas

GENERAL LOCATION: Southwest corner of Broadway Street and Brownstone Place, Pearland, TX

P&Z Commissioner Elizabeth McLane made a motion to recommend approval of the CUP request with the following conditions:

1. Add a landscape calculation table to the site plan in order to enable staff to ensure all landscaping requirements are met.

2. Add additional landscaping, consisting of a continuous hedge or berm, to the western boundary of the property to screen buildings from adjacent uses.
3. All proposed fencing in all yards and buffers will be wrought iron and will be shown on the provided site plan.
4. A note shall be added to the site plan stating that there will be no metal buildings on site.

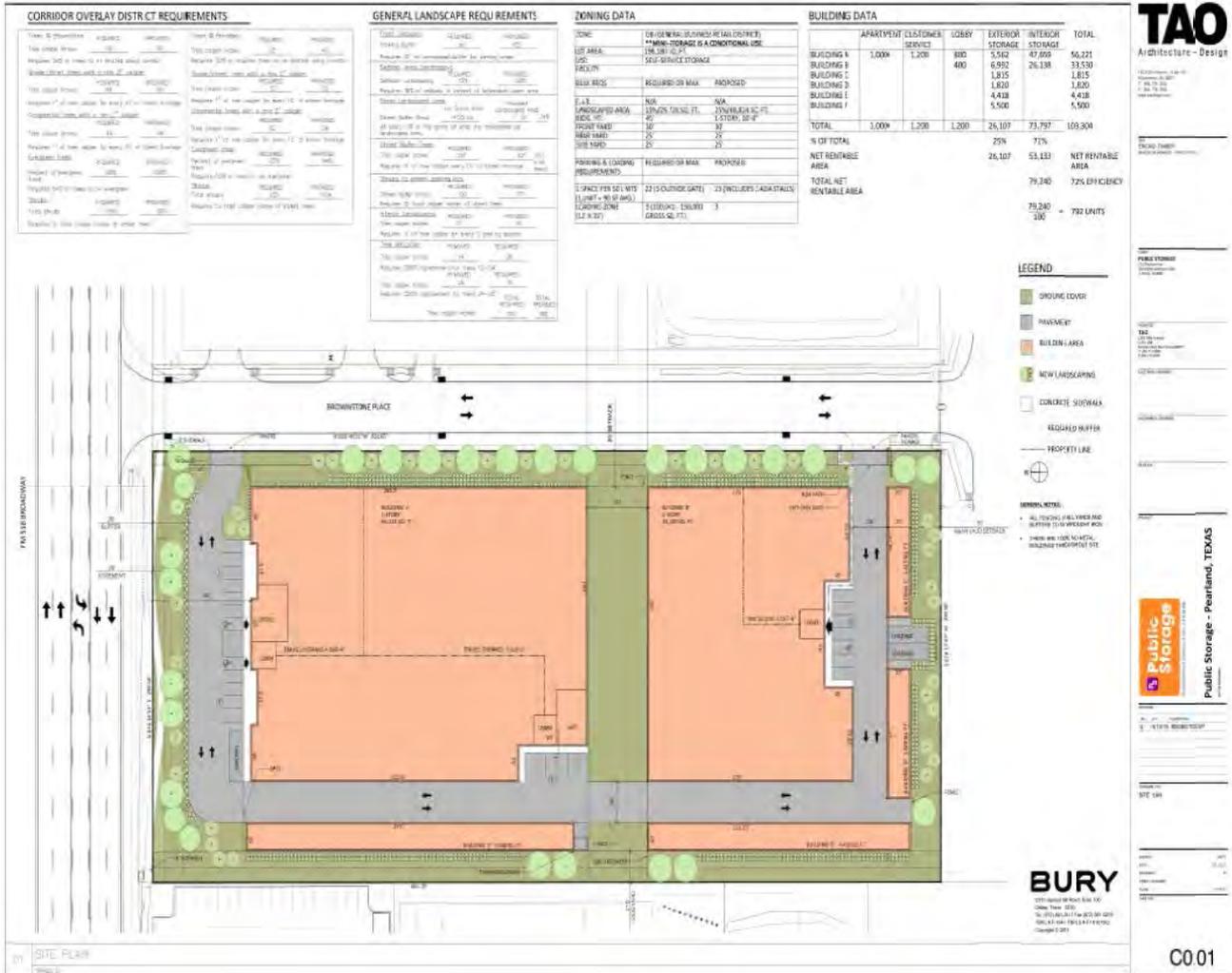
The motion was seconded by P&Z Commissioner Derrick Reed. The vote was 5-0 and the motion was approved. Commissioners Reed, Starr, McLane, Fuentes, and Duncan all voted in favor of the requested CUP.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ian Clowes', with a long horizontal flourish extending to the right.

Ian Clowes
Senior Planner
On behalf of the Planning and Zoning Commission

Exhibit E Site Plan





JOINT PUBLIC HEARING
THE CITY COUNCIL CITY AND THE PLANNING AND ZONING COMMISSION OF
THE CITY OF PEARLAND, TEXAS,
MONDAY, MARCH 16, 2015 AT 6:30 P.M.
COUNCIL CHAMBERS - CITY HALL-3519 LIBERTY DRIVE

I. CALL TO ORDER

II. PURPOSE OF HEARING

Conditional Use Permit Application No. 2015-02

A request of BGE Kerry R. Gilbert and Associates, applicant; on behalf of Glass 518 Joint Venture, owner; for approval of a Conditional Use Permit (CUP) to allow for a Mini-Warehouse/Self Storage Facility located within the General Business (GB) zoning district on approximately 4.5496 acres of land, to wit:

Legal Description: Being all of Lot 1 of Pearland Senior Village, as recorded in Doc. #2010012628 of the Brazoria County Plat Records in the H.T. & B.R.R. Co. Survey, Abstract No. 242 in Brazoria County, Texas.

General Location: Southwest corner of Broadway Street and Brownstone Place, 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.



Staff Report

To: City Council and Planning and Zoning Commission

From: Planning Department

Date: March 16, 2015

Re: Conditional Use Permit Application Number 2015-02

A request of BGE Kerry R. Gilbert and Associates, applicant; on behalf of Glass 518 Joint Venture, owner; for approval of a Conditional Use Permit (CUP) to allow for a Mini-Warehouse/Self Storage Facility located within the General Business (GB) zoning district on approximately 4.5496 acres of land, located at the southwest corner of Broadway Street and Brownstone Place, Pearland, TX.

Summary of Request

The applicant is requesting approval of a Conditional Use Permit (CUP) to allow for a Mini-Warehouse/Self Storage facility located in the General Business (GB) district on approximately 4.5496 acres located at the southwest corner of Broadway Street and Brownstone Place. The property is undeveloped and is located just west of a recently constructed Credit Union and just north of the Pearland Senior Village. The development will consist of 6 one (1) story buildings covering a total area of 103,304 square feet. Building "A" will include 56,221 square feet and building "B" will include 33,530 square feet. Buildings "A" and "B" will consist of mostly interior corridors with interior loading areas with a small portion being devoted to traditional outdoor access. The remaining buildings will be of traditional design with exterior roll up doors. There is no outside storage or activity proposed. All storage areas will be fully enclosed within a building. No outdoor storage of any kind is proposed. The development does not include any metal buildings. Additionally, the applicant has indicated that all proposed fencing in all yards and buffers will be wrought iron.

Recommendation

Staff recommends approval of the request to allow for a Mini-Warehouse/Self Storage facility on the approximately 4.5496 acre site in the GB zoning district for the following reasons:

1. The property is located within the General Business (GB) zoning district. A “Mini-warehouse/Self Storage” facility is permitted, with approval of a Conditional Use Permit.
2. The proposed CUP will be compatible with surrounding the surrounding area, and thus, meets the requirement of the UDC.
3. The proposed Mini-warehouse/Self Storage facility will not significantly impact surrounding properties or developments as they are adjacent to other commercial uses including a separate Mini-warehouse/Self Storage facility.
4. The applicant has complied with requests to add additional landscaping and buffering along Brownstone Place and adjoining buildings in order to minimize the overall impact the proposed facility will have on the existing roadway and adjoining properties.

Staff Recommended Conditions

1. As part of the conditions for approval, staff requested that the applicant apply higher landscaping standards to Brownstone Place (a public access easement). This was intended to minimize the visual impact of the development along Brownstone Place. The applicant has complied with this request, providing a building setback along Brownstone Place of 25 feet as opposed to the required 10 feet, and by providing landscaping along Brownstone Place that is equal to the requirements of the COD. Staff requests that the applicant add a landscape calculation table to the site plan in order to enable staff to ensure all landscaping requirements are met.
2. Staff requests that the applicant add additional landscaping, consisting of a continuous hedge or berm, to the southern boundary of the property to screen buildings from adjacent uses.
3. All proposed fencing in all yards and buffers will be wrought iron and will be shown on the provided site plan. Also, add a note on the site plan that there will be no metal buildings.

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 CUP. 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.

Site History

The subject property is currently undeveloped and is part of the Pearland Senior Village plat. The property was annexed into the City of Pearland in 1997. The site is surrounded by non-residential uses with the exception of the Pearland Senior Village facility to the south. The below table identifies surrounding uses and zoning districts.

	Zoning	Land Use
North	General Business (GB)/General Commercial (GC)	Retail Strip Center
South	Pearland Senior Village Planned Development (PD)	Senior Living Facility
East	General Business (GB)	Credit Union/Detention Pond
West	General Commercial (GC)	Restaurant/Mini-Warehouse/Self Storage

Conformance with the Thoroughfare Plan

The subject property has approximately 300 feet of frontage along Broadway Street; a major thoroughfare, which requires a minimum of 120 feet of right-of-way. All required right-of-way was dedicated at the time of platting. Brownstone Place is a private drive (public access easement) and meets the City's requirements.

Conformance with the Unified Development Code

At the time of development, all requirements of the Unified Development Code will have been met or exceeded per the requirements of this CUP application.

General Business (GB) Area Regulations

Size of Lots	Required	Existing Lot Dimensions
Minimum Lot Size	22,500 sf.	198,180 sf.
Minimum Lot Width	150 ft.	299.50 ft.
Minimum Lot Depth	125 ft.	661.75 ft.

Platting Status

The subject property has a recorded plat, Pearland Senior Village, which was recorded with Brazoria County on April 1, 2010.

Availability of Utilities

The subject property, according to GIS, has an available 8 inch-sewer line running along the west side of Brownstone Place and an 8 inch waterline running along the east side of Brownstone Place.

Impact on Existing and Future Development

The proposed CUP will not significantly impact surrounding properties or developments, as the property is surrounded by mostly commercial uses including an existing Mini-warehouse/Self Storage facility to the west. Visual impacts the facility may have on surrounding properties will be minimized by additional landscaping and buffering areas as well as wrought iron fencing that will be utilized for security purposes. Facility staff will be on site 24 hours in order to ensure the facility is safe and well maintained.

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.

Exhibits

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

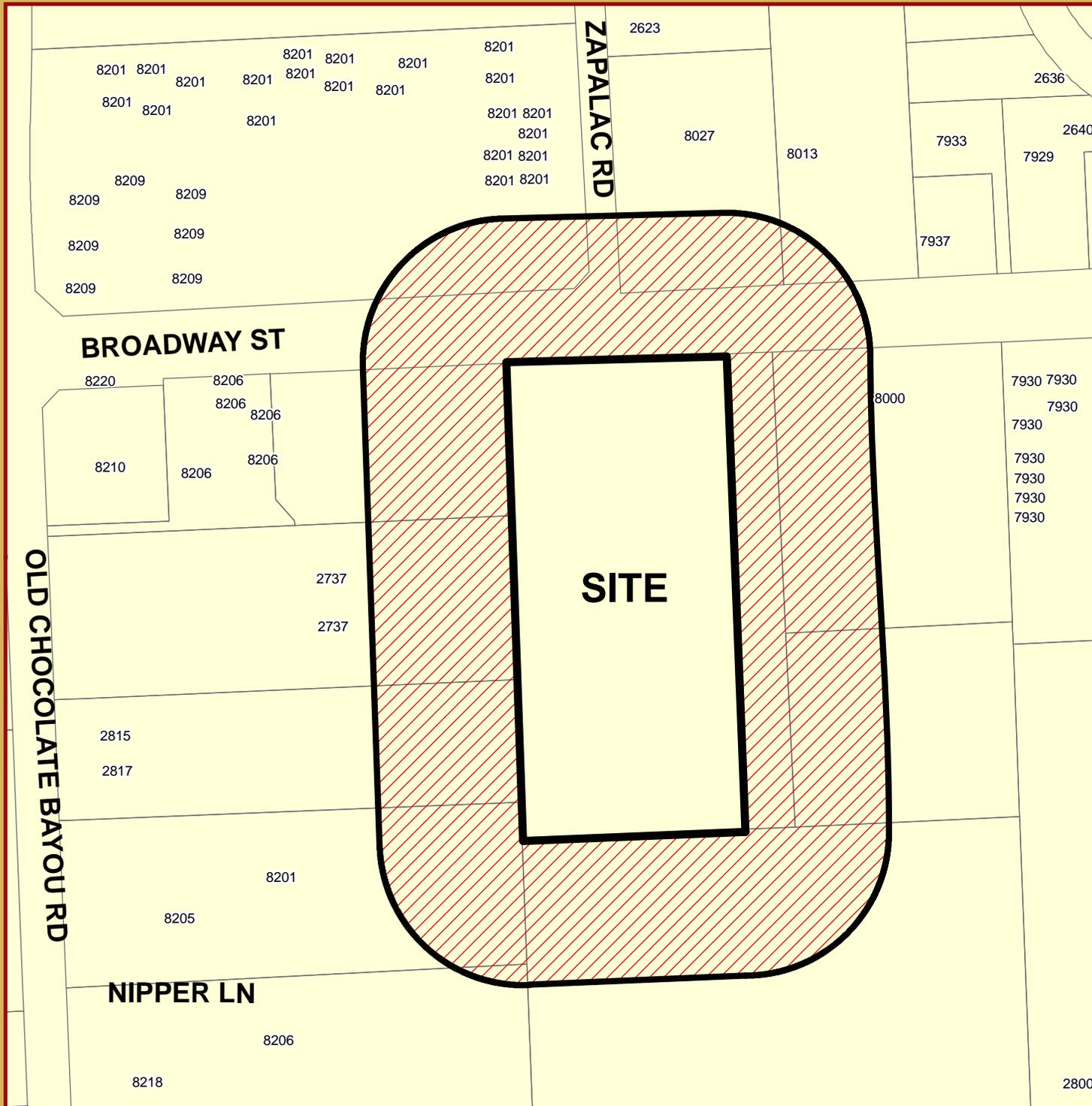


Exhibit 4

NOTIFICATION MAP

CUP No. 2015-02

Corner of Broadway
and Brownstone Place



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 = 200 feet

MARCH 2015
PLANNING DEPARTMENT



**EXHIBIT 5
NOTIFICATION LIST**

Owner	Address	City	State	Zip
HRBACEK EMIL J	8013 BROADWAY ST	PEARLAND	TX	77581
DESAI PRATAP	PO BOX 27023	HOUSTON	TX	77227
FAVOR WILLIAM M	8027 BROADWAY ST	PEARLAND	TX	77581
PSV PROPERTY OWNERS ASSOC.	6517 MAPLERIDGE ST	HOUSTON	TX	77081
GULF COAST EDUCATORS FCU	5953 FAIRMONT PKWY	PASADENA	TX	77505
PHAM TILLY & NGUYEN BRIAN	3315 FROSTWOOD DR	PEARLAND	TX	77584
CUBE HHF LIMITED PARTNERSHIP	5 OLD LANCASTER RD	MALVERN	PA	19355
CABRERA BROTHERS I LP	876 LOOP 337 STE 501	NEW BRAUNFELS	TX	78130
BROWNSTONE SENIOR VILLAGE	6517 MAPLERIDGE ST	HOUSTON	TX	77081
GLASS 518 JOINT VENTURE	3232 HUNTINGDON PL	HOUSTON	TX	77019
PHAM TUYET-LINH & ALBERT	59 TERRA BELLA DR	MANVEL	TX	77578
MOMIN HAJARAT	7523 DRAYTON CT	SUGAR LAND	TX	77479



City of Pearland Planning Department Universal Application

City of Pearland
Community Development
3523 Liberty Drive
(Community Center)
Pearland, Texas 77581
281.652.1768
281.652.1702 (fax)
pearlandtx.gov

Please complete each field - Incomplete applications will not be accepted.
Include the applicable checklist for each project type with this application.
Refer to the schedule on the City's website and/or within the Planning Department
for deadlines and anticipated meeting dates for each project type.

TYPE OF APPLICATION:

- | | |
|---|--|
| <input type="checkbox"/> Zoning Change | <input type="checkbox"/> ZBA Variance |
| <input type="checkbox"/> Cluster Development Plan | <input type="checkbox"/> P&Z Variance |
| <input type="checkbox"/> Planned Development Workshop | <input type="checkbox"/> Special Exception |
| <input type="checkbox"/> Plat (list type): _____ | <input checked="" type="checkbox"/> Conditional Use Permit |

PROJECT INFORMATION:

Residential Commercial Property Platted Property Not Platted
 Project Name: Public Storage Tax ID: 7024-0001-001
 Project Address/Location: Southwest corner of the intersection of Broadway Street and Brownston Place
 Subdivision: Pearland Senior Village No. of Lots: lot 1 Total Acres: 4.6 Acres
 Brief Description of Project: Mini Storage/Self Storage facility

When a completed application packet has been accepted and reviewed, additional information may be required by staff as a result of the review, therefore it may be necessary to postpone the proposed project and remove it from the scheduled agenda and place it on a future agenda according to Section 1.2.1.2 of the Unified Development Code.

PROPERTY OWNER INFORMATION:

Glass 518 Joint Venture -
 Name: George S. Glass, MD, Trustee
 Address: 3232 Huntingdon Place
 City: Houston State: TX Zip: 77019
 Phone: _____
 Fax: _____
 Email Address: gdoc123@aol.com

APPLICANT/AGENT INFORMATION:

Name: BGE| Kerry R. Gilbert & Associates
 Address: 23501 Cinco Ranch Blvd Suite A-250
 City: Katy State: TX Zip: 77494
 Phone: 281-579-0340
 Fax: 281-579-8212
 Email Address: kedwards@krga.com

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

Owner's Signature: _____ Date: 2/5/15
 Agent's/
 Applicant's Signature: Kathryn Edwards Date: 2/9/15

OFFICE USE ONLY:

FEES PAID:	DATE PAID: <u>2/13/15</u>	RECEIVED BY: <u>[Signature]</u>	RECEIPT NUMBER: <u>134866</u>
			APPLICATION NUMBER: <u>2015-02</u>

APPLICATION CHECKLIST FOR THE FOLLOWING: Conditional Use Permit (CUP)

- Application and checklist, filled out completely and signed by the owner of the property.
- 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 (UDC).**
- Metes and Bounds Description (survey or plat of the property that provides or contains the metes and bounds description).
- Parcel map, printer from the City of Pearland website, indicating the location and boundaries of the subject property.
- Letter of Intent, explaining the conditional use permit request in detail, specifying:
- Proposed Uses: Mini Warehouse / Self-storage
 - Specific Operations of the use: Self storage
 - Square footage of buildings/lot sizes: 110,656 SF on 4.6 AC. lot
 - Unique characteristics of the property: enhanced landscaping
 - Other necessary information (list here): _____
- Site plan that shows the following:
- Proposed layout of the subject property
 - Proposed buildings
 - Parking
 - Landscape plan
 - Detention ponds
 - Fences
 - Other relevant information (list here): _____
- Acknowledgement of the sign to be posted on the property ten (10) days prior to the public hearing.
- Provide evidence or proof that all taxes and obligations have been paid regarding the subject property.
- Application fee by cash, check made payable to the City of Pearland, or credit card (Visa and MasterCard only)
- \$250.00

ZONE CHANGE/ VARIANCE/ PLAT/RECORDATION

(circle one)
\$ 250 **BA** or **PF** or **FE**

Description: Input who the check is from

COMMENTS/DESCRIPTION (F10):

Location or
Address Brownston Place
and Broadway

Applicant Kathryn Edwards

CITY OF PEARLAND
*** CUSTOMER RECEIPT ***
Oper: JCOTTER Type: OC Drawer: 1
Date: 2/13/15 01 Receipt no: 134066

Description	Quantity	Amount
BA BOARD OF ADJUSTMENTS	1.00	\$250.00
Trans number:		4751126

BROWN & AY ENGINEERS INC
10777 WESTHEIMER RD SUITE 400
HOUSTON

Tender detail		
CK CHECK	62616	\$250.00
Total tendered		\$250.00
Total payment		\$250.00

Trans date: 2/13/15 Time: 7:53:45

February 5, 2015

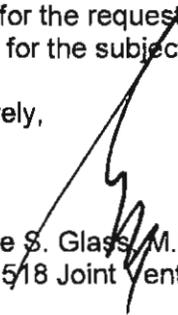
Johnna Matthews
Community Development Department
3523 Liberty Drive
Pearland, Texas 77581

RE: Public Storage Conditional Use Permit Application

Dear Johnna,

I, George S. Glass, am the owner of the \pm 4.6 acres of property, located southwest corner of the intersection of FM 518 (Broadway Street) and Brownstone Place. I authorize Public Storage and BGE| Kerry R. Gilbert & Associates to be the applicant and agent for the requested Conditional Use Permit for a Mini Warehouse/ Self-Storage facility for the subject tract.

Sincerely,


George S. Glass, M.D., Trustee
Glass 518 Joint Venture



February 12, 2015

Johnna Matthews
City of Pearland Planning Department
3523 Liberty Drive
Pearland, Texas 77581

RE: Mini-Warehouse/Self-Storage Conditional Use Permit-Public Storage

Dear Johnna,

On behalf of our client Public Storage, we, BGE|Kerry R. Gilbert & Associate, Inc., are submitting an application for a Conditional Use Permit for the above referenced project located at the southwest corner of the intersection of Broadway St (FM518) and Brownstone Place. Enclosed you will find:

- City of Pearland CUP Application
- Owner Authorization letter
- Application Fee
- Metes and Bounds Description
- City of Pearland Zoning Map with Property Boundary
- Letter of Intent
- One (1) copy of site plan
- One (1) copy of elevations
- One (1) copy of landscape plans
- Acknowledgement of Sign to be posted 10 day prior to Public Hearing
- Tax Certificate
- Letter from BURY addressing Traffic Rates
- One (1) CD with PDF site plan and application documents

We are requesting this application to be reviewed at the March 16, 2015 Joint Public Hearing. Please contact me if any further information is necessary.

Sincerely,

A handwritten signature in black ink that reads "Kathryn Edwards". The signature is written in a cursive, flowing style.

Kathryn Edwards



Johnna Matthews
City of Pearland Planning Department
3523 Liberty Drive
Pearland, Texas 77581

RE: Mini-Warehouse/Self-Storage Conditional Use Permit-Public Storage

Dear Johnna,

On behalf of our client Public Storage, we, BGE|Kerry R. Gilbert & Associate, Inc., are submitting an application for a Conditional Use Permit for the above referenced project located at the southwest corner of the intersection of Broadway St (FM518) and Brownstone Place. The intent of the Conditional Use Permit is to allow development of self-storage facility that will offer a variety of storage units.

The facility will be owned and operated by Public Storage, a company with over 40 years in the business and locations all across the United States. The proposed facility will be a total of 110,686 SF and will be composed of two large buildings with both climate controlled and non-climate controlled units, and four small non-climate controlled buildings. The site is approximately 4.6 acres.

The facility will be open Monday thru Sunday from 6:00 am-9:00 pm. An onsite residence will be incorporated within the project for management and/or security personnel.

The project will meet all requirements of the General Business zone and the Corridor Overlay District. However, in an effort to enhance the site and provide additional benefits to patrons of the proposed use as well as surrounding properties, Public Storage has provided enhanced landscaping on the site. Below are a few of the areas where the landscaping was increased:

- o 94 percent of the required trees will be evergreen trees, an increase from the 60 percent requirement
- o Provided 75 additional shrubs for a total of 473 on the site
- o Increase the number of shrubs in the street buffer
- o Provided larger caliper trees

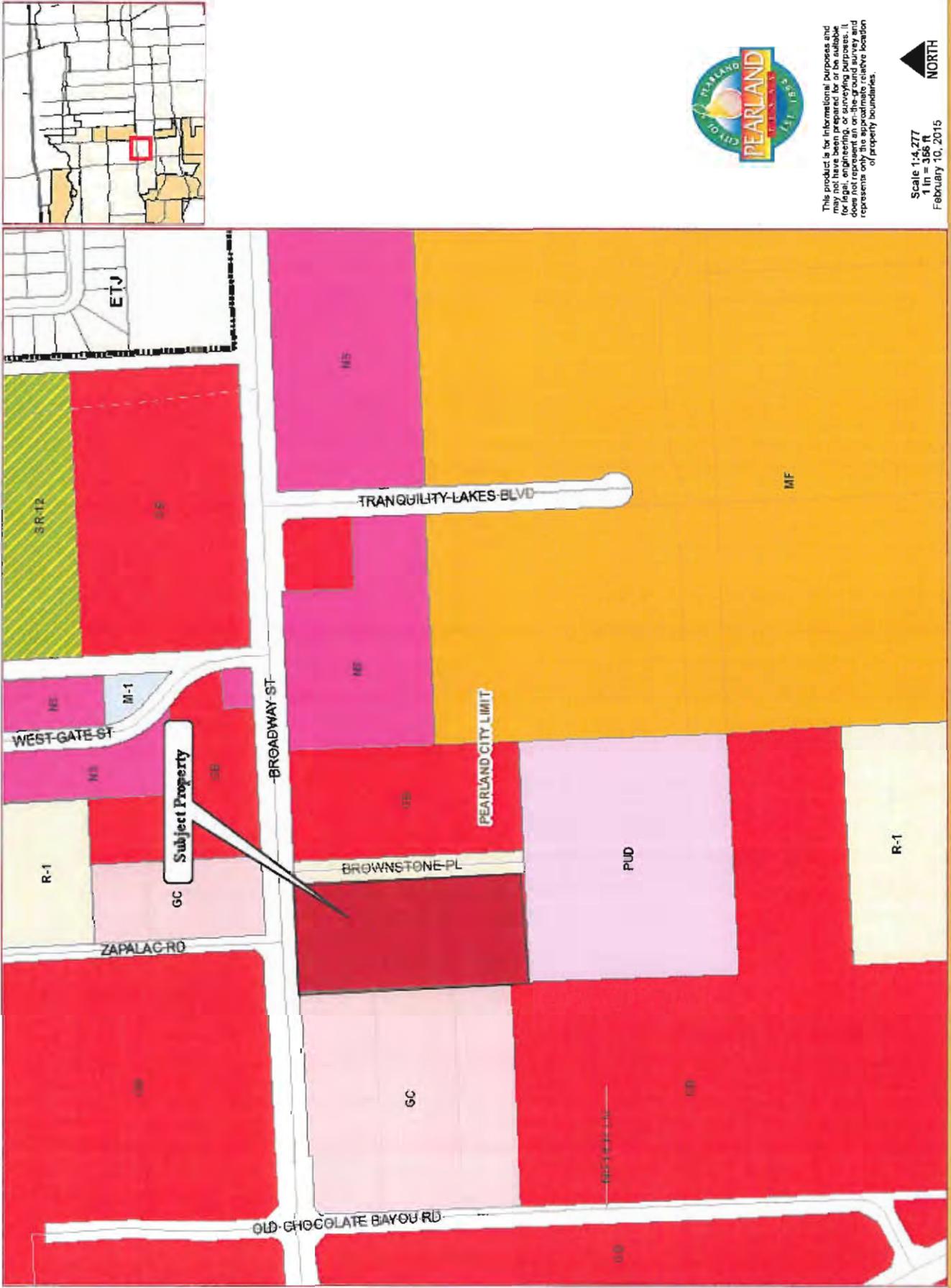
We are requesting this application to be reviewed at the March 16, 2015 Joint Public Hearing. Please contact me if any further information is necessary.

Sincerely,

A handwritten signature in black ink that reads "Kathryn Edwards". The signature is written in a cursive, flowing style.

Kathryn Edwards

Public Storage CUP



This product is for informational purposes and may not have been prepared for or be suitable for use in any other jurisdiction. The information does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Scale 1:4,277
1 in = 386 ft
February 10, 2015



Posting of Notification Signs on Property under Consideration for a 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.

Kathryn Edwards
Signature

2/10/15
Date

TAX CERTIFICATE



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

Issued To:

BGE/ KERRY R. GILBERT & ASSOC
23501 CINCO RANCHO BLVD
SUITE A-250
KATY, TX 77494

Legal Description

S7024 PEARLAND SENIOR VILLAGE BLOCK I
TRACT 1 ACRES 4.5496

Fiduciary Number: 23341763

Parcel Address: 2800 BROWNSTONE PL

Legal Acres: 4.5496

<---

--->

Account Number: 7024-0001-001

Print Date: 02/05/2015

Certificate No: 223510122

Paid Date:

Certificate Fee: \$10.00

Issue Date: 02/05/2015

Operator ID: AMBER

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 26.15 OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED, UP TO AND INCLUDING THE YEAR 2014. ALL TAXES ARE PAID IN FULL

Exemptions:

Certified Owner:

GLASS 518 JOINT VENTURE
% GEORGE S GLASS MD TRS
3232 HUNTINGDON PL
HOUSTON, TX 77019-5926

2014 Value:	891,810
2014 Levy:	\$24,812.83
2014 Levy Balance:	\$0.00
Prior Year Levy Balance:	\$0.00
Total Levy Due:	\$0.00
P&I + Attorney Fee:	\$0.00
Total Amount Due:	\$0.00

Certified Tax Unit(s):

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

Reference (CF) No: N/A

Issued By:

RO'VIN GARRETT, PCC
BRAZORIA COUNTY TAX ASSESSOR - COLLECTOR
(979) 464-1310, (979) 356-1310, (281) 756-1320



LOCATION MAP
BRAZORIA COUNTY, TEXAS
CALCULATED FROM COUNTY MAP # 100

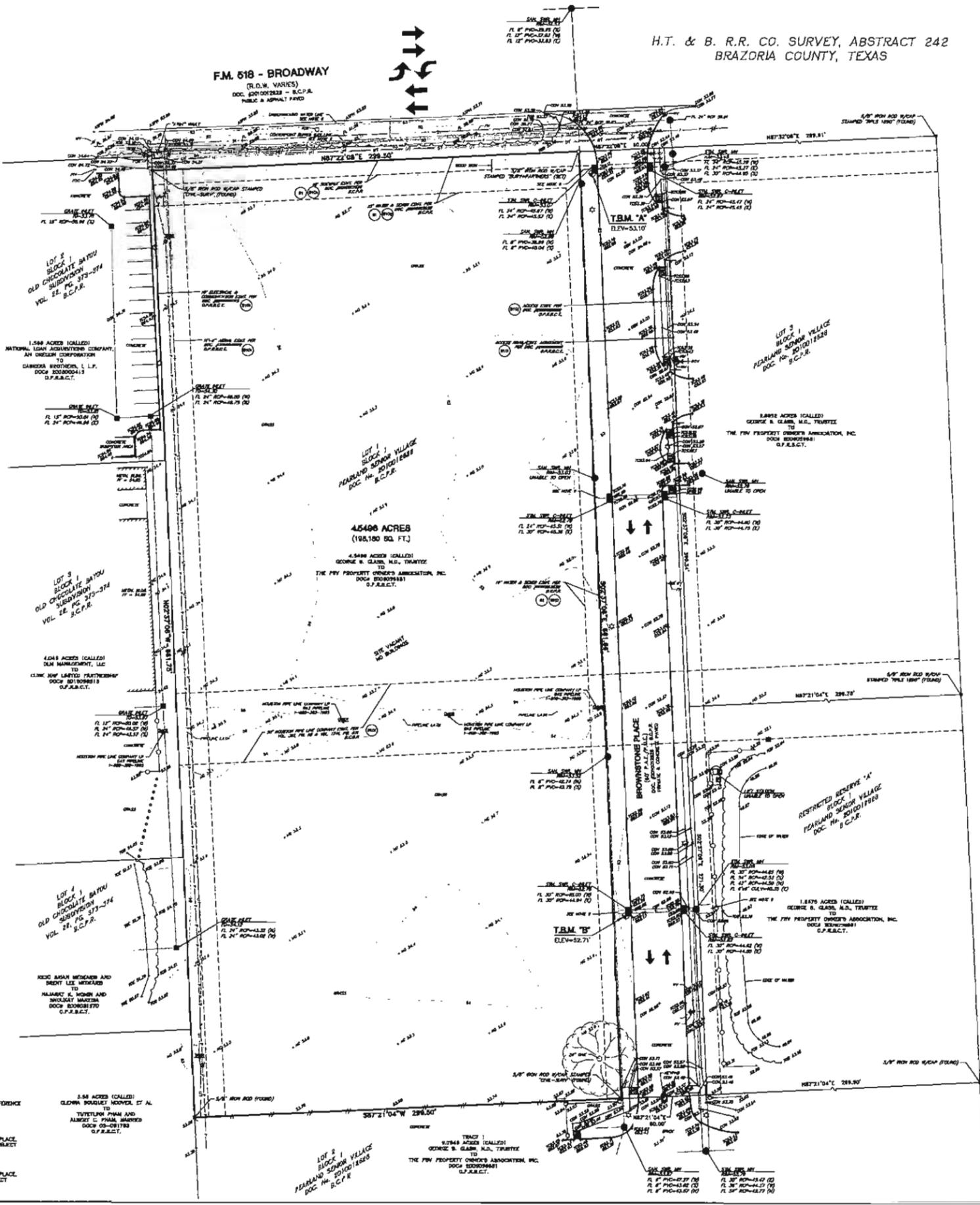
- LEGEND**
- 5/8" IRON ROD SET
 - 5/8" IRON ROD FOUND
 - BENCHMARK
 - FIRE HYDRANT
 - WATER VALVE
 - LIGHT STANDARD
 - WATER METER
 - SLOWLY VALVE
 - UTILITY POLE
 - CITY WIRE
 - WASTEWATER CLEANOUT
 - SANITARY SENDER MANHOLE
 - STORM SENDER MANHOLE
 - GRATE SILET
 - C SILET
 - TRAFFIC CONTROL BOX
 - TELEPHONE BOX
 - UNDERGROUND GAS LINE MARKER
 - UNDERGROUND TELEPHONE MARKER
 - GAS PIPING
 - ELECTRIC BOX
 - GAS METERS
 - TELEPHONE BOX
 - CHAIN LINK FENCE
 - BROUGHT IRON FENCE
 - WOODEN FENCE
 - OVERHEAD ELECTRIC LINE
 - WATER LINE
 - UNDERGROUND TELEPHONE LINE
 - UNDERGROUND GAS LINE
 - SANITARY SENDER LINE
 - STORM SENDER LINE
 - TOP OF BANK
 - FLOW LINE
 - ELEVATION
 - TOP OF CURB
 - TOP OF CURB
 - FLOWLINE
 - FLOWLINE
 - NATURAL GROUND
 - B.M.
 - TOP OF GRADE
 - TOP OF CURB
 - CURB
 - TOP OF BANK
 - TOP OF SLOPE
 - FLOWLINE
 - NATURAL GROUND
 - CENTERLINE
 - TOP OF GRADE
 - FINISHED FLOOR
 - TEMPORARY BENCHMARK
 - ASPH
 - CONCR
 - D.A.S.C.T.
 - B.C.P.
 - B.C.P.A.
 - TREE (AS NOTED)

BENCHMARK NOTES

BENCHMARKS
ELEVATIONS BROWN MERIDIAN ARE BASED ON HARRIS COUNTY FLOODPLAIN REFERENCE MARK.
CITY OF PEARLAND GROUND BENCHMARK AT ELEVATION=50.55 HORIZON (1997 ADJUSTMENT)

TBM "A"
BOX OUT IN TOP OF C-INLET LOCATED ON THE WEST SIDE OF BROWNSTONE PLACE, APPROXIMATELY 10 FEET SOUTHWEST OF THE NORTHEAST CORNER OF THE SUBJECT TRACT, AS SHOWN. ELEVATION=53.10

TBM "B"
BOX OUT IN TOP OF C-INLET LOCATED ON THE WEST SIDE OF BROWNSTONE PLACE, APPROXIMATELY 127 FEET NORTH OF THE SOUTHWEST CORNER OF THE SUBJECT TRACT, AS SHOWN. ELEVATION=52.71



H.T. & B. R.R. CO. SURVEY, ABSTRACT 242
BRAZORIA COUNTY, TEXAS

SCHEDULE B ITEMS

TITLE REPORT NOTE
ONLY THOSE EASEMENTS AND THAT INFORMATION LISTED IN COMMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY (F.A.I.) NUMBER 103-103222-001, DATED DECEMBER 17, 2014, REFLECT DATE JANUARY 1, 2015 AND RELATED BELOW WERE COMPLETED FOR THIS SURVEY. NO OTHER EASEMENT RESEARCH WAS PERFORMED BY SURV-HOUSTON.

- RESTRICTIVE COVENANTS**
- (B1) BRAZORIA COUNTY CLERK'S FILE NO. 2010012828 (SUBJECT TO)
 - (B2) BRAZORIA COUNTY CLERK'S DOCUMENT NO. 200900878 (SUBJECT TO)
 - (B3) BRAZORIA COUNTY CLERK'S DOCUMENT NO. 2010012828 (DOES NOT AFFECT)
 - (B4) BRAZORIA COUNTY CLERK'S DOCUMENT NO. 2010012828 (DOES NOT AFFECT)
- EASEMENTS AND RIGHTS-OF-WAY**
- (E1) PLAT RECORDED UNDER CLERK'S FILE NO. 2010012828, OFFICIAL PUBLIC AND UNDER DOCUMENT NO. 200900878, 2010012828 AND 2010012828, OF THE OFFICIAL PUBLIC RECORDS, BRAZORIA COUNTY, TEXAS, HANFORDVILLE CHARTER/ASSESSMENTS AS PROVIDED FOR BY INSTRUMENTS RECORDED IN COUNTY CLERK'S FILE NO. 200900878, OF THE OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS, SUBORDINATION TO FIRST LITER OF RECORDED CONTAINED THEREIN (CLERK'S FILE NO. 200900878 AND CLERK'S DOCUMENT NO. 200900878) ARE SUBJECT TO (CLERK'S DOCUMENT NOS. 2010012828 AND 2010012828) DO NOT AFFECT SUBJECT TRACT.
 - (E2) EASEMENT TO HOUSTON PIPE LINE COMPANY RECORDED IN VOLUME 281, PAGE 85 AND VOLUME 1741, PAGE 831 DEED RECORDS, BRAZORIA AND AS SHOWN BY RECORDED PLAT IN COUNTY CLERK'S FILE NO. 2010012828, OF THE OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS, SUBORDINATION TO FIRST LITER OF RECORDED CONTAINED THEREIN (CLERK'S FILE NO. 200900878 AND CLERK'S DOCUMENT NO. 200900878) ARE SUBJECT TO (CLERK'S DOCUMENT NOS. 2010012828 AND 2010012828) DO NOT AFFECT SUBJECT TRACT.
 - (E3) EASEMENT AS SHOWN ON THE RECORDED PLAT AND DEDICATION PURPOSE: WATER AND SEWER EASEMENT TO FEET ALONG THE NORTH PROPERTY LINE. (SUBJECT TO, AS SHOWN)
 - (E4) EASEMENT AS SHOWN ON THE RECORDED PLAT AND DEDICATION PURPOSE: WATER AND SEWER EASEMENT TO FEET ALONG THE NORTH PROPERTY LINE. (SUBJECT TO, AS SHOWN)
 - (E5) EASEMENT AS SHOWN ON THE RECORDED PLAT AND DEDICATION PURPOSE: WATER AND SEWER EASEMENT TO FEET ALONG THE EAST PROPERTY LINE. (SUBJECT TO, AS SHOWN)
 - (E6) TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT BY AND BETWEEN PARTIES: BROWNSTONE PEARLAND SENIOR VILLAGE, LTD., AND GEORGE S. GLASS, M.D., TRUSTEE, RECORDED DECEMBER 23, 2008 IN COUNTY CLERK'S FILE NO. 200800878, OF THE OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS, TYPE: ACCESS EASEMENT AGREEMENT. (SUBJECT TO, AS SHOWN)
 - (E7) TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT BY AND BETWEEN PARTIES: GEORGE S. GLASS, M.D., TRUSTEE AND BROWNSTONE PEARLAND SENIOR VILLAGE, LTD. RECORDED DECEMBER 27, 2008 IN COUNTY CLERK'S FILE NO. 200800878, OF THE OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS, TYPE: ACCESS EASEMENT AGREEMENT. (SUBJECT TO, AS SHOWN)
 - (E8) TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT BY AND BETWEEN PARTIES: GEORGE S. GLASS, M.D., TRUSTEE AND BROWNSTONE PEARLAND SENIOR VILLAGE, LTD. RECORDED DECEMBER 27, 2008 IN COUNTY CLERK'S FILE NO. 200800878, OF THE OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS, TYPE: ACCESS EASEMENT AGREEMENT. (SUBJECT TO, AS SHOWN)

LEGAL DESCRIPTION

4.5498 ACRES, BEING ALL OF LOT 1 OF PEARLAND SENIOR VILLAGE, AS RECORDED IN DOC. # 2010012828 OF THE BRAZORIA COUNTY PLAT RECORDS IN THE H.T. & B. R.R. CO. SURVEY, ABSTRACT NO. 242 IN BRAZORIA COUNTY, TEXAS.

GENERAL NOTES

1. THE SURVEYOR HAS NOT ABSTRACTED THE SUBJECT PROPERTY.
2. ONLY VISIBLE EVIDENCE OF IMPROVEMENTS AND UTILITIES ARE SHOWN HEREON.
3. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND MAY NOT SHOW ALL ENCUMBRANCES TO THE SITE.
4. BOUNDARY SHOWN HEREON ARE BASED ON 1983 STATE COORDINATE SYSTEM OF 1983 SOUTH CENTRAL ZONE.
5. THIS PROPERTY LIES IN ZONE "C" (AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN) ACCORDING TO THE MOST RECENT OFFICIAL FEDERAL FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 480200040, REVISED SEPTEMBER 22, 1996.
6. UNDERGROUND UTILITY INFORMATION SHOWN HEREON BASED ON LOCATIONS PROVIDED BY TEXAS ONE-CALL SURVEYOR SERVICES NO. CERTIFICATION, STATEMENT OR GUARANTEE AS TO THE ACCURACY OR COMPLETENESS THEREOF.
7. SURVEYOR DID NOT OBSERVE EVIDENCE OF SITE USED AS SANITARY LAND FILL.
8. SURVEYOR DID NOT OBSERVE EVIDENCE OF CURRENT CONSTRUCTION OR EARTH MOVING.
9. SURVEYOR DID NOT OBSERVE PHYSICAL EVIDENCE OF CONNECTING STRUCTURE.
10. THE BOUNDARY LINES SHOWN ARE A PRODUCT OF COMPUTER GENERATED SOLUTIONS AND ARE NOT A SUBSTITUTE FOR FIELD MEASUREMENTS. ALTERNATIVE SOLUTIONS MAY EXIST FOR THE SAME DATA.
11. SURVEYOR RESERVES THE RIGHT TO REVERSE SURVEY AT ANY TIME OR LIABILITY IN THE PRESENCE OF ADDITIONAL EVIDENCE FROM TIME OF THIS SURVEY.

SURVEYOR'S CERTIFICATION

TO: PS LPT PROPERTIES INVESTORS AND FIRST AMERICAN TITLE INSURANCE COMPANY
THIS IS TO CERTIFY THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE AND ACCORDANCE WITH THE 2001 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, AS ESTABLISHED AND ADOPTED BY ALTA AND ASPA, AND INCLUDES ITEMS 1, 3, 4, 7, 8, 9, 10, 11, 12, 13, 14, 15 AND 16 OF THE 2001 STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS. THE FIELD WORK WAS COMPLETED ON DECEMBER 17, 2014.

STEPHEN L. COONROD
BRAZORIA COUNTY CLERK
6170
HOUSTON, TEXAS 77063



BURY
ALTA/ACSM LAND TITLE SURVEY
4.5498 ACRES, BEING ALL OF LOT 1 OF PEARLAND SENIOR VILLAGE, AS RECORDED IN DOC. # 2010012828 OF THE BRAZORIA COUNTY PLAT RECORDS IN THE H.T. & B. R.R. CO. SURVEY, ABSTRACT NO. 242 IN BRAZORIA COUNTY, TEXAS.

ALTA/ACSM LAND TITLE SURVEY
4.5498 ACRES, BEING ALL OF LOT 1 OF PEARLAND SENIOR VILLAGE, AS RECORDED IN DOC. # 2010012828 OF THE BRAZORIA COUNTY PLAT RECORDS IN THE H.T. & B. R.R. CO. SURVEY, ABSTRACT NO. 242 IN BRAZORIA COUNTY, TEXAS.

PUBLIC STORAGE
F.M. 518 & BROWNSTONE PLACE

DATE: 01/13/2015
SHEET: 1 OF 1
PROJECT: 112544-70001_ALTA/ACSM
DRAWN BY: M.J.
APPROVED BY: S.L.C.
PROJECT NO.: R0112544-70001

NO.	DATE	DESCRIPTION

JOB NO.	15079
DATE:	02.12.15
DRAWN BY:	
CHECKED BY:	
SCALE:	1" = 40'
SHEET NO.:	

General Landscape Requirements

Street Buffer Trees	
REQUIRED	PROVIDED
Tree caliper inches	20" 52" (including existing trees)
Requires 1" of tree caliper every 15' of street frontage	
Shrubs to screen parking lots	
REQUIRED	PROVIDED
Street Buffer Shrub	100 107
Requires 5x total caliper inches of street trees	
Interior Landscaping	
REQUIRED	PROVIDED
Tree caliper inches	5 16
Requires 1" of tree caliper for every 5 parking spaces	

Corridor Overlay District Requirements

Front Setbacks	
REQUIRED	PROVIDED
Parking Buffer	30' YES
Requires 30' of landscaped buffer for parking areas	
Setback Area Landscaping	
REQUIRED	PROVIDED
Setback Landscaping	15% 20%
Requires 15% of setback to consist of landscaped open area	
Gross Landscaped Area	
Lot Gross Area	Provided Landscaped Area
Street Buffer Shrub	4.55 ac 11 ac 24%
At least 15% of the gross lot shall be maintained as landscaped area.	
Trees	
REQUIRED	PROVIDED
Tree caliper inches	30" 32"
Requires 50% of required trees to be located along corridor	
Shade/street trees with a min 2" caliper	
REQUIRED	PROVIDED
Tree caliper inches	30 32
Requires 1" of tree caliper for every 10' of street frontage	
Ornamental trees with a min 2" caliper	
REQUIRED	PROVIDED
Tree caliper inches	20 20
Requires 1" of tree caliper for every 15' of street frontage	
Evergreen trees	
REQUIRED	PROVIDED
Percent of evergreen trees	60% 94%
Requires 60% of required trees to be evergreen	
Shrubs	
REQUIRED	PROVIDED
Total shrubs	348 473
Requires 5x total caliper inches of street trees	

Landscape Maintenance Notes

Condition of Landscape Areas:
All landscaped areas shall be maintained in a clean, sanitary condition. Landscaped areas shall be trimmed, free of weeds, with trees, groundcover and grass in a healthy, living and growing condition at all times.

Maintenance Notes from Chapter 5-Development Standards, Section 12-5-5, Landscape/Screening Requirements, Ordinance No. 511-2010-49 and 603-2013-52.

a. The owner of the property shall be responsible for maintaining the landscaping required by this section. Plant material shall be maintained in a healthy and growing condition that is appropriate for the season of the year. Plant materials, which die, shall be replaced with healthy plant material of similar variety and meeting the size requirements contained herein.

b. The developer, his/her successor and/or subsequent owners and their agents shall be responsible for the continued maintenance of landscaping.

c. Plant materials, which exhibit evidence of insects, pests, disease, and/or damage shall be appropriately treated, and dead plants properly removed and replaced within the next planting season.

d. All landscaping shall be subject to periodic inspection.

e. Should landscaping not be installed, maintained and replaced as needed to comply with the approved plan, the owner and his/her agent shall be considered in violation of the terms of the building permit and this section.

f. No open burning of brush, timber and/or vegetation, except as permitted by the Weatherford Fire Department, shall be allowed.

g. All required landscaped areas located within all multi-family and non-residential zoning districts shall be irrigated with an in ground, automated sprinkler or drip irrigation system that use rain and freeze sensors.

h. All required landscaped areas located within any one-family or two-family residential zoning district shall be irrigated with an in ground sprinkler or drip irrigation system that use rain and freeze sensors, or have other irrigation means available, such as a water faucet or bibcock.

LARGE & ORNAMENTAL TREES

QUANTITY	SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE & CONDITION
5	(A)	Taxodium distichum	Bald Cypress	4" caliper, 12'-14' H./5' spread
5	(B)	Quercus virginiana	Live Oak	4" caliper, 14' H./ 8' spread
15	(C)	Quercus virginiana	Live Oak	2.5" caliper, 14' H./ 5' spread
30	(D)	Ilex vomitoria	Holly, Yaupon	12" H./6" spread, multi-trunk; 5 trunk min., 2" cal./trunk min. container, female

SHRUBS

QUANTITY	SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE AND CONDITION
316	(1)	Abelia x grandiflora 'Edward & Rachel'	Abelia, Edward & Rachel	5 gallon, 10" H./10" spread
6	(2)	Claytonia japonica	Claytonia, Japanese	5 gallon, 20" H./10" spread
17	(3)	Ilex cornuta 'Burfordii nana'	Holly, Dwf. Burford	5 gallon, 18" H./15" spread
134	(4)	Myrica pauciflora	Southern Wax Myrtle, Dwf.	5 gallon, 24" H./18" spread

GROUND COVER / TURF

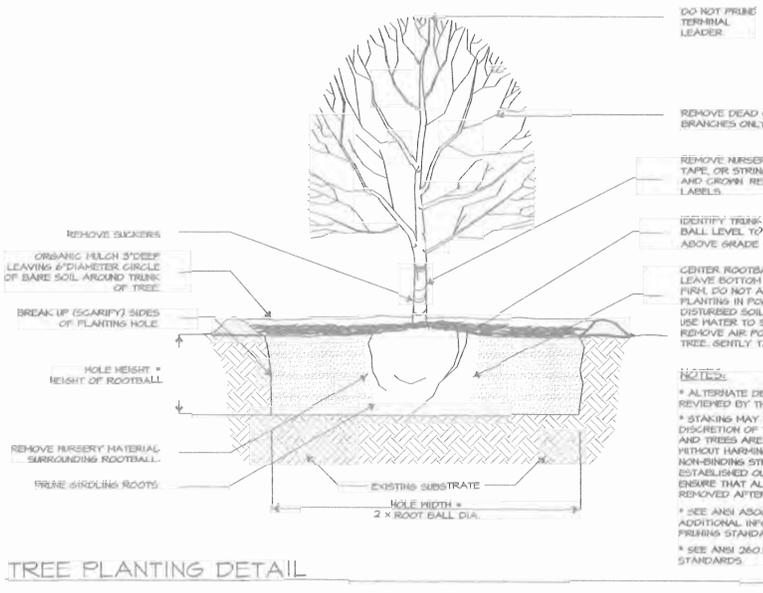
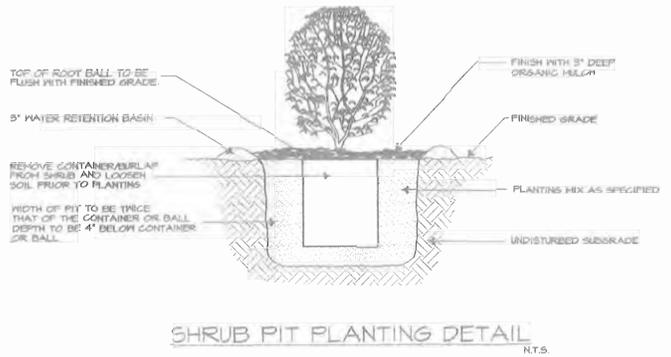
QUANTITY	SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE AND CONDITION
47,500	(1)	Cynodon dactylon	Common Bermuda	Hydromulch - refer to specifications
650	(2)	Liriodendron 'Big Blue'	Liriodendron	4" pots at 12" o.c. unless called out as 8" o.c.

MISCELLANEOUS

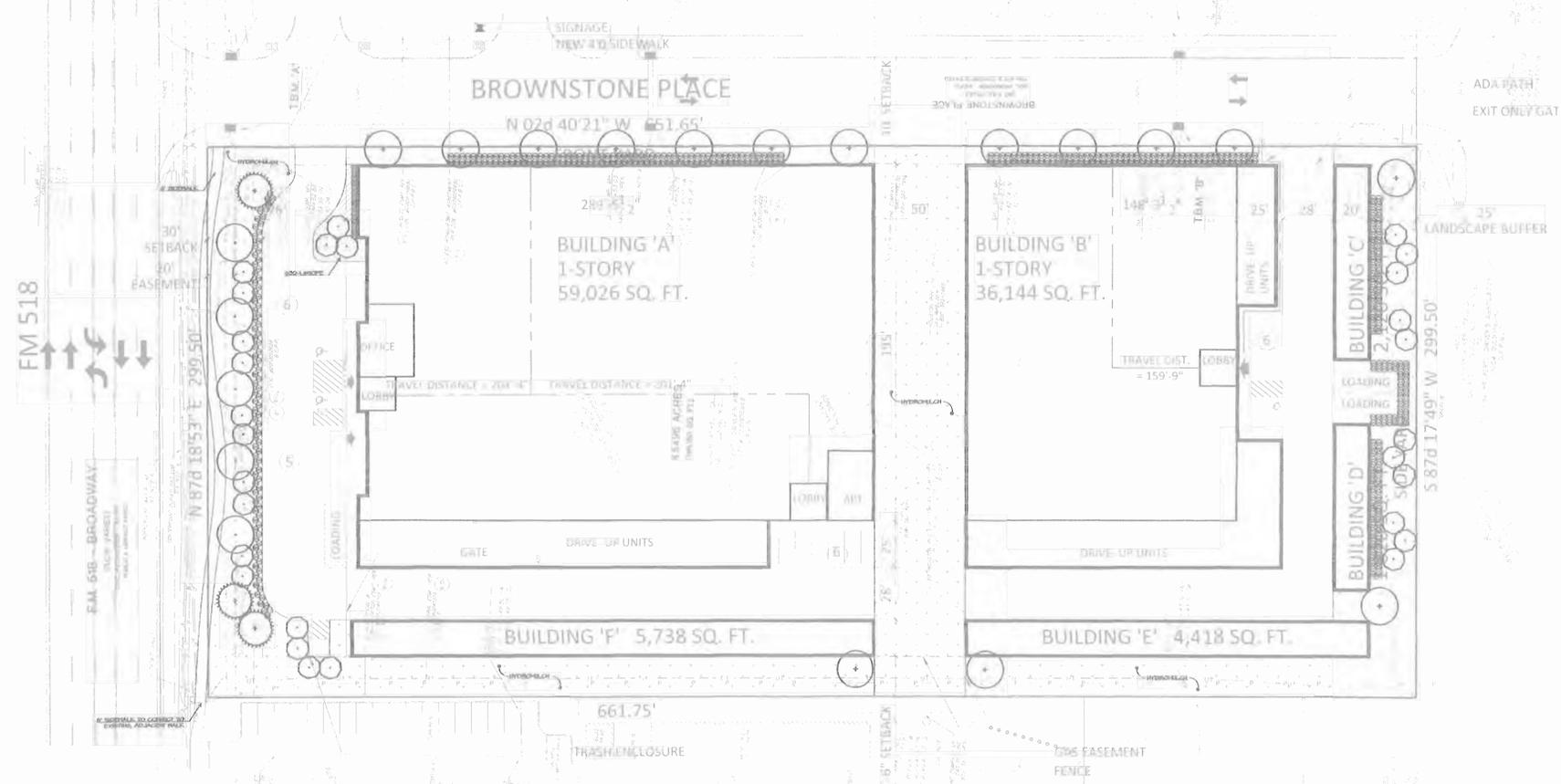
QUANTITY	CALLOUT	DESCRIPTION
50,000	(1)	5" 2" bed preparation as per specifications
6500	(2)	5" 2"-3" hardwood mulch as per specifications

NOTES

- Quantities shown are for contractor's convenience only. Contractor is responsible for verification of all quantities.
- Contractor to provide separate line item for a one(1) year maintenance package - see maintenance specifications.
- All landscape areas to have automatic underground irrigation systems that conform to city code. Contractor to provide irrigation plans by licensed irrigator.



NO.	DATE	DESCRIPTION



REVISIONS

NO.	DATE	DESCRIPTION

DRAWING TITLE
SITE PLAN

JOB NO: 14079
DATE: 02.11.15
DRAWN BY: BJ
COMP. FILE NAME:
SCALE: AS NOTED
SHEET NO:

ZONING DATA

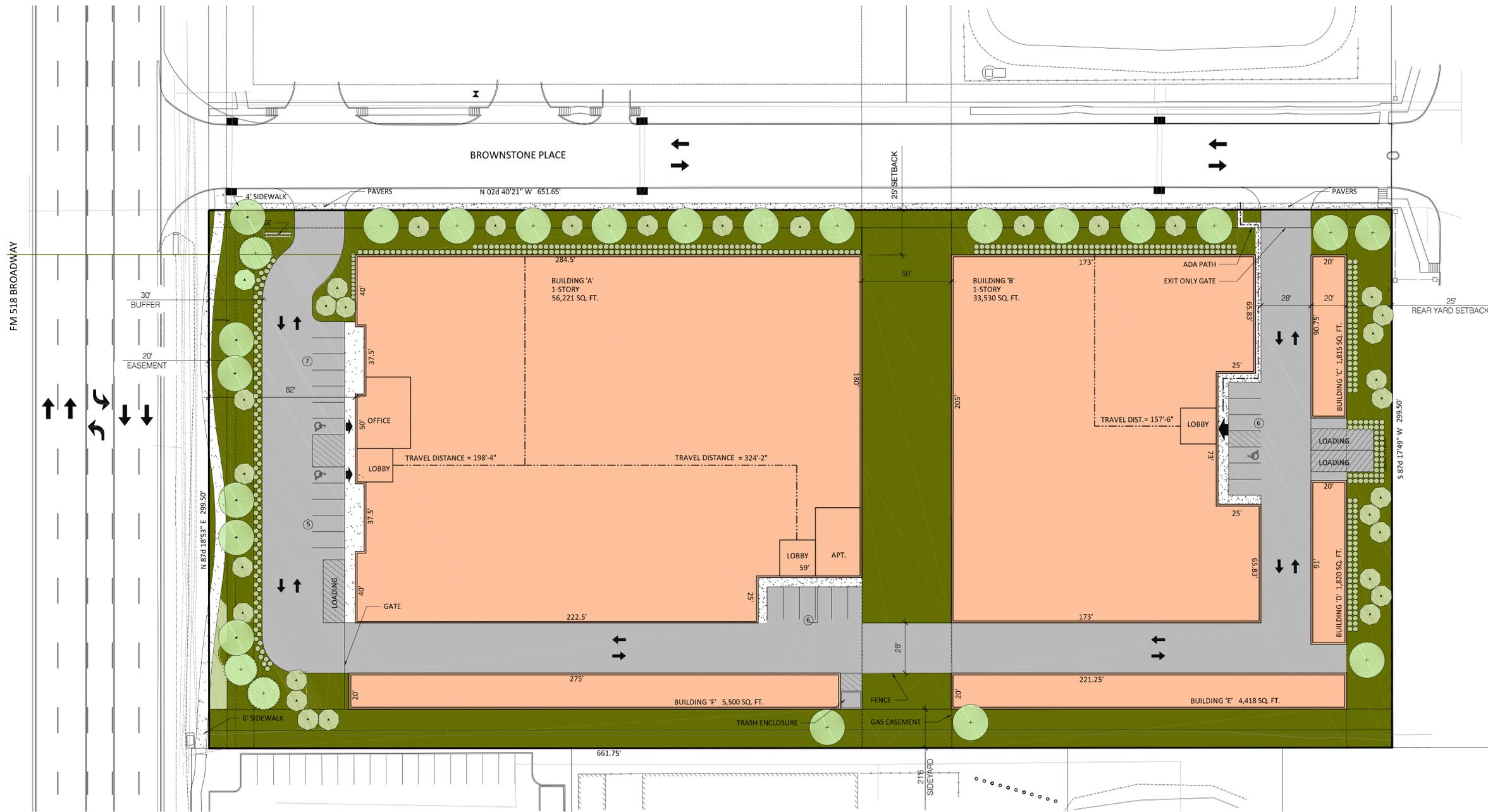
ZONE:	GB (GENERAL BUSINESS RETAIL DISTRICT) **MINI-STORAGE IS A CONDITIONAL USE	
LOT AREA:	198,180 SQ. FT.	
USE:	SELF-SERVICE STORAGE	
FACILITY		
BULK REQS.	REQUIRED OR MAX.	PROPOSED
F.A.R. :	N/A	N/A
LANDSCAPED AREA:	15%/29,728 SQ. FT.	25%/48,824 SQ. FT.
BLDG. HT:	45'	1-STORY, 10'-8"
FRONT YARD:	30'	30'
REAR YARD:	25'	25'
SIDE YARD:	25'	25'
PARKING & LOADING REQUIREMENTS	REQUIRED OR MAX.	PROPOSED
1 SPACE PER 50 UNITS (1 UNIT = 90 SF AVG.)	22 (5 OUTSIDE GATE)	23 (INCLUDES 3 ADA STALLS)
LOADING ZONE (12' X 35')	3 (100,001 - 150,000 GROSS SQ. FT.)	3

BUILDING DATA

	APARTMENT	CUSTOMER SERVICE	LOBBY	EXTERIOR STORAGE	INTERIOR STORAGE	TOTAL
BUILDING A	1,000	1,200	800	5,562	47,659	56,221
BUILDING B			400	6,992	26,138	33,530
BUILDING C				1,815		1,815
BUILDING D				1,820		1,820
BUILDING E				4,418		4,418
BUILDING F				5,500		5,500
TOTAL	1,000	1,200	1,200	26,107	73,797	103,304
% OF TOTAL				25%	71%	
NET RENTABLE AREA				26,107	53,133	NET RENTABLE AREA
TOTAL NET RENTABLE AREA					79,240	72% EFFICIENCY
					$\frac{79,240}{100} = 792$	UNITS

LEGEND

- GROUND COVER
- PAVEMENT
- BUILDING AREA
- NEW LANDSCAPING
- CONCRETE SIDEWALK
- REQUIRED BUFFER
- PROPERTY LINE

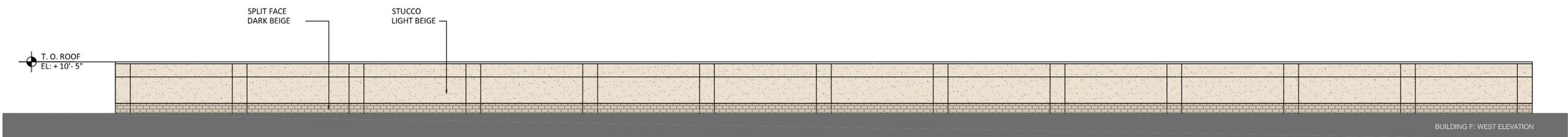
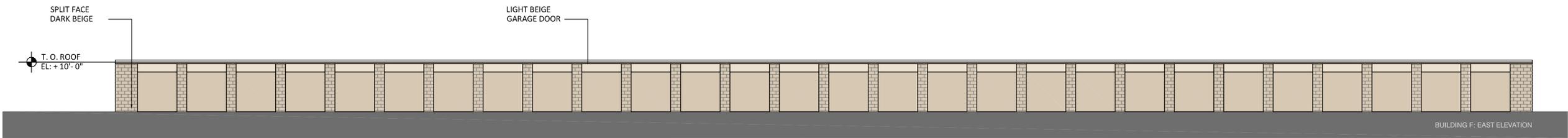
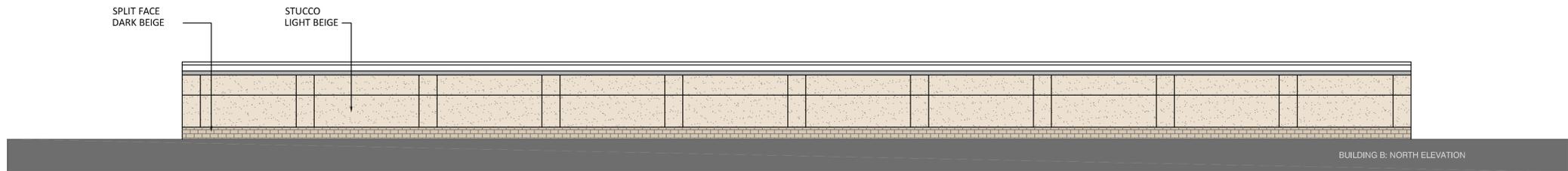
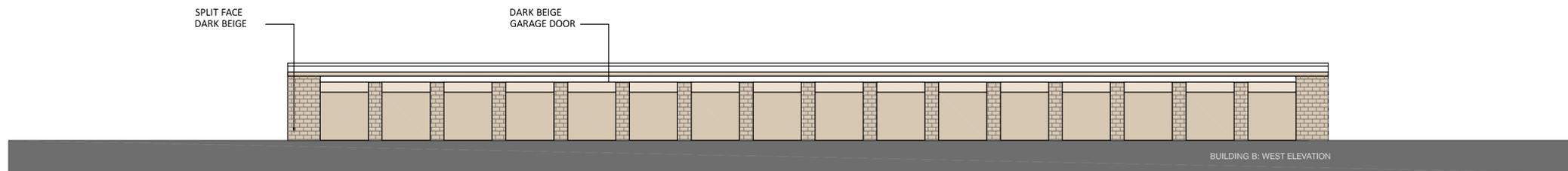
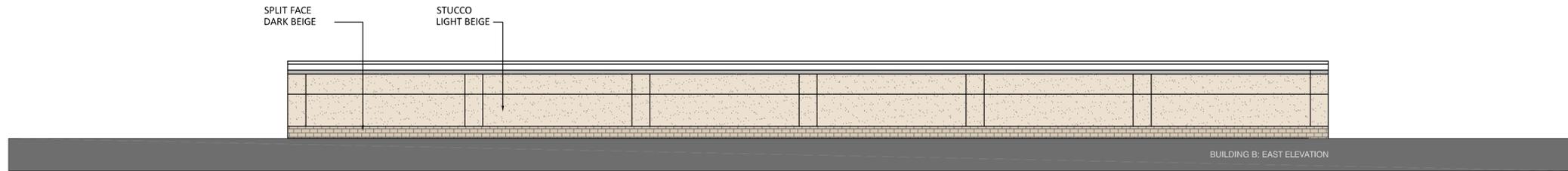


BURY
5310 Harvest Hill Road, Suite 100
Dallas, Texas 75230
Tel. (972) 991-0011 Fax (972) 991-0278
TBPE # F-1048 TBPLS # F-10107502
Copyright © 2015

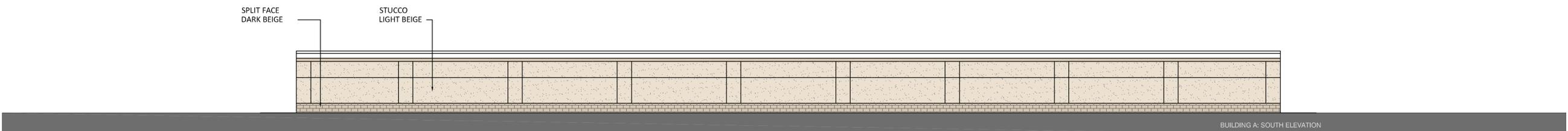
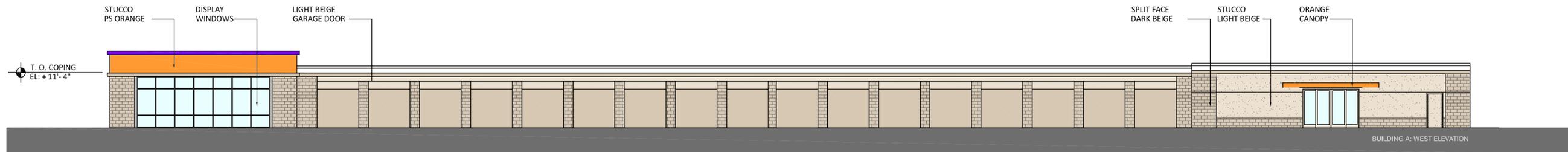
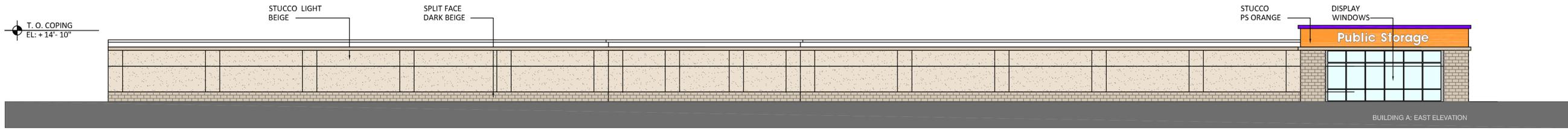


Public Storage - Pearland, TEXAS
PH: 281 880 0000

NO.	DATE	DESCRIPTION



NO.	DATE	DESCRIPTION



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

AGENDA OF: April 27, 2015 DATE SUBMITTED: March 31, 2015 PREPARED BY: Ian Clowes REVIEWED BY: Matt Buchanan	ITEM NO.: Ord. No. CUP 2015-03 DEPT. OF ORIGIN: Planning PRESENTOR: Lata Krishnarao REVIEW DATE: April 8, 2015				
<p>SUBJECT: Ordinance No. CUP 2015-03 - An ordinance of the City Council of the City of Pearland, Texas, approving a Conditional Use Permit (CUP) to allow for the construction of a Wireless Telecommunication Tower, for certain property, 2.046 acres out of Lot 58 of the W. Zychlinski Subdivision, Vol. 29, Pg. 43 of the Brazoria County Deed Records, within the H.T. & B.R.R. Co. Survey, Abstract 542 City of Pearland, Brazoria County, Texas. (Located at 1515 North Main Street, Pearland, TX), Conditional Use Permit Application No 2015-03, within the General Commercial (GC) zoning district, at the request of Greg Gow (FCI) as Agent for Verizon Wireless, applicant; on behalf of Ace Manor Property Development 1, owner; containing a savings clause, a severability clause, and an effective date and other provisions related to the subject.</p>					
<p>ATTACHMENTS: Ordinance No. CUP 2015-03 and Exhibits (Exhibit A – Legal Description; Exhibit B – Location Map; Exhibit C - Legal Ad; Exhibit D- Planning and Zoning Commission Recommendation Letter; Exhibit E – Site Plan) Joint Public Hearing Packet (3.16.15)</p>					
<p>EXPENDITURE REQUIRED: N/A AMOUNT BUDGETED: N/A AMOUNT AVAILABLE: N/A PROJECT NO.: N/A ACCOUNT NO.: N/A</p> <p>ADDITIONAL APPROPRIATION REQUIRED: N/A ACCOUNT NO.: N/A PROJECT NO.: N/A</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 applicant is requesting approval of a Conditional Use Permit (CUP) to allow for the construction of a Wireless Telecommunication Tower located in the General Commercial (GC) district on approximately 2.046 acres located at 1515 Main Street. The property is developed with an existing building currently housing XL Auto Parts. The applicant proposes to construct a 120-foot tall monopole at the rear of the property, fully behind the existing building. The pole, along with all ground equipment, will be located within a fenced area, approximately 1,600 square feet in size. The construction of the tower is considered an expansion and triggers full site compliance including landscaping. The applicant will be required to provide a 30-foot landscaped buffer along Main Street, in front of the existing building, in order to meet the requirements of the Corridor Overlay District (COD). The applicant has the option to request a Special Exception from the Zoning Board of Adjustment (ZBA) in order to relieve them of this requirement. Either one of these options will need to be completed prior to the release of any building permits.

The fence around the enclosure will be constructed of chain link and screened with a vegetative hedge as required by the Unified Development Code (UDC). The driveway/access easement leading up to the enclosure will be fully paved and will comply with all requirements of the UDC.

Recommendation

Staff recommends approval of the request to allow for a Wireless Telecommunication Tower on the 2.046 acre site in the GC zoning district for the following reasons:

1. The property is located within the General Commercial (GC) zoning district. A "Wireless Telecommunication Tower" is permitted, with approval of a Conditional Use Permit
2. The proposed CUP request is considered to be compatible with the surrounding areas and uses and is thus, in conformance with the requirements of the UDC.
3. The proposed Wireless Telecommunication Tower will not significantly impact surrounding properties or developments.
4. The applicant has complied with requests to add additional landscaping along both Main Street and the access easement leading to the tower. This will bring a site that currently lacks any landscaping, further into compliance with the requirements of the UDC.

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 CUP. 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.

Planning and Zoning Commission Discussion

At the regular meeting of the Planning and Zoning Commission on March 16, 2015, P&Z Commissioner Thomas Duncan made a motion to recommend approval of the CUP request with staff's recommended conditions. The motion was seconded by P&Z Commissioner Mary Starr. The vote was 5-0 and the motion was approved with staff's conditions. Commissioners Reed, Starr, McLane, Fuertes, and Duncan all voted in favor of the requested CUP.

Ordinance No. CUP 2015-03

An ordinance of the City Council of the City of Pearland, Texas, approving a **Conditional Use Permit (CUP) to allow for the construction of a Wireless Telecommunication Tower**, for certain property, 2.046 acres out of Lot 58 of the W. Zychlinski Subdivision, Vol. 29, Pg. 43 of the Brazoria County Deed Records, within the H.T. & B.R.R. Co. Survey, Abstract 542 City of Pearland, Brazoria County, Texas. **(Located at 1515 North Main Street, Pearland, TX)**, Conditional Use Permit Application No 2015-03, within the General Commercial (GC) zoning district, at the request of Greg Gow (FCI) as Agent for Verizon Wireless, applicant; on behalf of Ace Manor Property Development 1, owner; containing a savings clause, a severability clause, and an effective date and other provisions related to the subject.

WHEREAS, Greg Gow (FCI) as Agent for Verizon Wireless, applicant; on behalf of Ace Manor Property Development 1, owner; is requesting approval of a Conditional Use Permit (CUP) to allow for the construction of a Wireless Telecommunication Tower on approximately 2.046 acres of land on the following described property; 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 16th day of March 2015, 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 16th day of March 2015, the Planning and Zoning Commission submitted its report and recommendation to the City Council regarding the proposed Conditional Use Permit to allow for the construction of a Wireless Telecommunication Tower on approximately 2.046 acres of land, said recommendation

attached hereto and made a part hereof for all purposes 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 13th day of April 2015 and the 27th day of April 2015; 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 Greg Gow (FCI) as Agent for Verizon Wireless, applicant; on behalf of Ace Manor Property Development 1, owner; for approval of a Conditional Use Permit on approximately 2.046 acres of land to allow for the construction of a Wireless Telecommunication Tower; 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 being located within the General Commercial (GC) zoning district, is hereby granted a Conditional Use Permit to allow for the construction of a Wireless Telecommunication Tower, subject to all requirements of the GC zoning district and the site plan attached hereto and made a part hereof for all purposes as Exhibit “E”, in accordance with all conditions and requirements of the current Unified Development Code and the following conditions approved by the City Council and incorporated for all purposes, such property being more particularly described as:

LEGAL DESCRIPTION: Being 2.046 acres out of Lot 58 of the W. Zychlinski Subdivision, Vol. 29, Pg. 43 of the Brazoria County Deed Records, within the H.T. & B.R.R. Co. Survey, Abstract 542 City of Pearland, Brazoria County, Texas.

GENERAL LOCATION: 1515 North Main Street, Pearland, TX

Subject to the following conditions:

1. Additional landscaping shall be added along the access easement and around the proposed enclosure in order to meet the requirements of the UDC.
2. The full length of the access easement shall be paved in order to meet the specifications of the UDC.
3. The site plan for the entire site is not being approved with this CUP. Only the portion referencing the proposed addition of landscaping, paving of the access easement, and location of the proposed enclosure, will be approved with this CUP. All other UDC requirements need to be met. Future approvals by the Zoning Board of Adjustments (ZBA) may be required if the UDC requirements are not able to be met, including the required landscape buffer along Main St.

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 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 13th day of April, 2015.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

PASSED, APPROVED, and ADOPTED on Second and Final Reading this 27th day of April, 2015.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

Exhibit A
Legal Description

Being 2.046 acres out of Lot 58 of the W. Zychlinski Subdivision, Vol. 29, Pg. 43 of the Brazoria County Deed Records, within the H.T. & B.R.R. Co. Survey, Abstract 542 City of Pearland, Brazoria County, Texas.

Exhibit B Vicinity Map

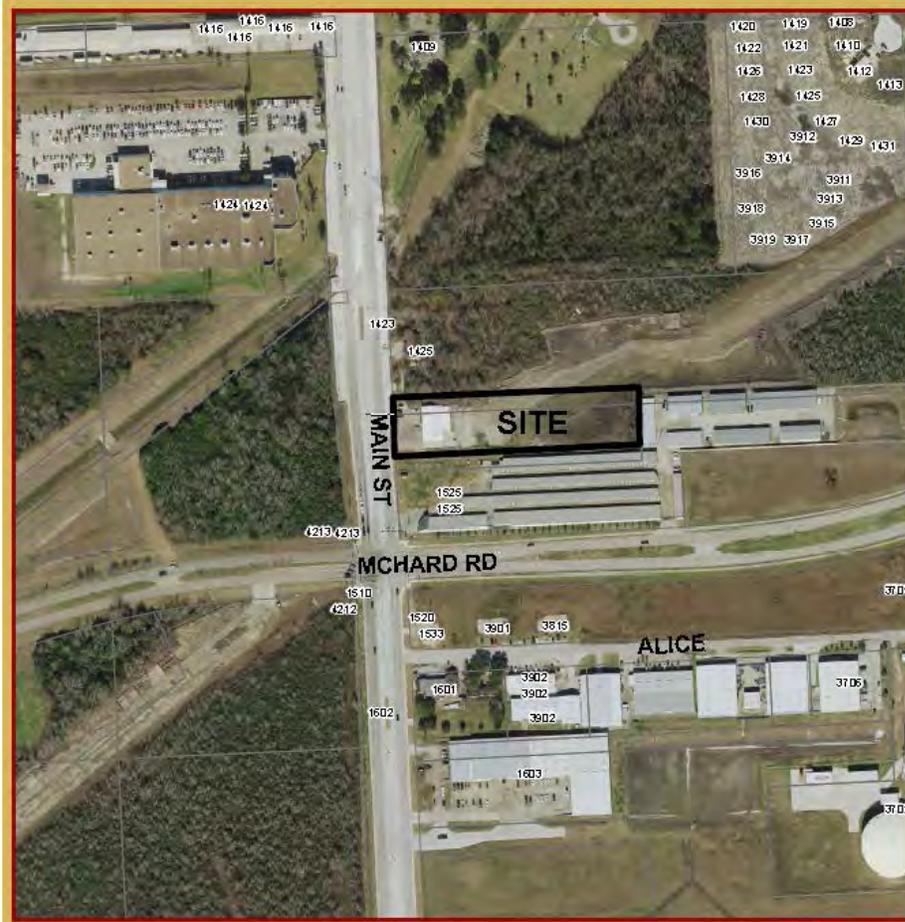


Exhibit 1

AERIAL MAP

CUP No. 2015-03

1515 N Main St.



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 = 300 feet

MARCH 2015
PLANNING DEPARTMENT



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

CONDITIONAL USE PERMIT APPLICATION NO: CUP 2015-03

Notice is hereby given that on March 16, 2015 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 Greg Gow (FCI) as Agent for Verizon Wireless, applicant; on behalf of Ace Manor Property Development 1, owner; for approval of a Conditional Use Permit (CUP) to allow for the construction of a Wireless Telecommunication Tower located within the General Commercial (GC) zoning district on approximately 2.046 acres of land, to wit:

Being 2.046 acres out of Lot 58 of the W. Zychlinski Subdivision, Vol. 29, Pg. 43 of the Brazoria County Deed Records, within the H.T. & B.R.R. Co. Survey, Abstract 542 City of Pearland, Brazoria County, Texas.

General Location: 1515 North Main 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 D
Planning and Zoning Commission Recommendation Letter



Planning & Zoning Commission

Recommendation Letter

March 17, 2015

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

Re: Recommendation on CUP Application 2015-03

Honorable Mayor and City Council Members:

At their regular meeting on March 16, 2015, the Planning and Zoning Commission considered the following:

A request of Greg Gow (FCI) as Agent for Verizon Wireless, applicant; on behalf of Ace Manor Property Development 1, owner; for approval of a Conditional Use Permit (CUP) to allow for the construction of a Wireless Telecommunication Tower located within the General Commercial (GC) zoning district on approximately 2.046 acres of land, on the following described property:

LEGAL DESCRIPTION: Being 2.046 acres out of Lot 58 of the W. Zychlinski Subdivision, Vol. 29, Pg. 43 of the Brazoria County Deed Records, within the H.T. & B.R.R. Co. Survey, Abstract 542 City of Pearland, Brazoria County, Texas.

GENERAL LOCATION: 1515 North Main Street, Pearland, TX

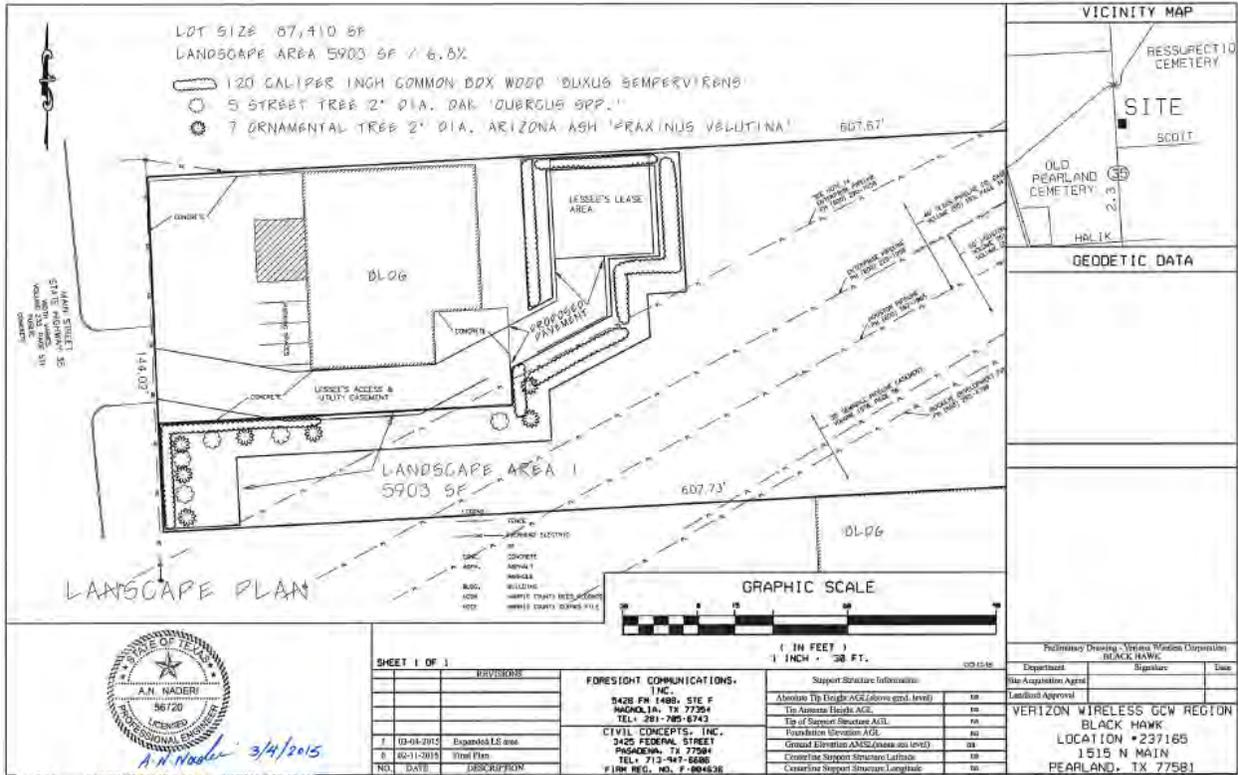
P&Z Commissioner Thomas Duncan made a motion to recommend approval of the CUP request with staff's recommended conditions. The motion was seconded by P&Z Commissioner Mary Starr. The vote was 5-0 and the motion was approved with staff's conditions. Commissioners Reed, Starr, McLane, Fuertes, and Duncan all voted in favor of the requested CUP.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ian Clowes', with a long horizontal flourish extending to the right.

Ian Clowes
Senior Planner
On behalf of the Planning and Zoning Commission

Exhibit E Site Plan





JOINT PUBLIC HEARING
THE CITY COUNCIL CITY AND THE PLANNING AND ZONING COMMISSION OF
THE CITY OF PEARLAND, TEXAS,
MONDAY, MARCH 16, 2015 AT 6:30 P.M.
COUNCIL CHAMBERS - CITY HALL-3519 LIBERTY DRIVE

I. CALL TO ORDER

II. PURPOSE OF HEARING

Conditional Use Permit Application No. 2015-03

A request of Greg Gow (FCI) as Agent for Verizon Wireless, applicant; on behalf of Ace Manor Property Development 1, owner; for approval of a Conditional Use Permit (CUP) to allow for the construction of a Wireless Telecommunication Tower located within the General Commercial (GC) zoning district on approximately 2.046 acres of land, to wit:

Legal Description: Being 2.046 acres out of Lot 58 of the W. Zychlinski Subdivision, Vol. 29, Pg. 43 of the Brazoria County Deed Records, within the H.T. & B.R.R. Co. Survey, Abstract 542 City of Pearland, Brazoria County, Texas.

General Location: 1515 North Main Street, 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.



Staff Report

To: City Council and Planning and Zoning Commission

From: Planning Department

Date: March 16, 2015

Re: Conditional Use Permit Application Number 2015-03

A request of Greg Gow (FCI) as Agent for Verizon Wireless, applicant; on behalf of Ace Manor Property Development 1, owner; for approval of a Conditional Use Permit (CUP) to allow for the construction of a Wireless Telecommunication Tower located within the General Commercial (GC) zoning district on approximately 2.046 acres of land, located at 1515 Main Street Pearland, TX

Summary of Request

The applicant is requesting approval of a Conditional Use Permit (CUP) to allow for the construction of a Wireless Telecommunication Tower located in the General Commercial (GC) district on approximately 2.046 acres located at 1515 Main Street. The property is developed with an existing building currently housing XL Auto Parts. The applicant proposes to construct a 120-foot tall monopole at the rear of the property, fully behind the existing building. The pole, along with all ground equipment, will be located within a fenced area approximately 1600 square feet in size. This expansion triggers full site compliance including landscaping. The applicant will be required to provide a landscaped buffer or request a Special Exception from the Zoning Board of Adjustments (ZBA) prior to the release of any building permits.

The fence around the enclosure will be made of chain link and screened with a vegetative hedge as required by the Unified Development Code (UDC). The driveway/access easement leading up to the enclosure will be fully paved and will comply with all requirements of the UDC.

The applicant was asked to use stealth technology for the structure in order to minimize any visual impacts of the proposed tower. The applicant stated the following reasons for their decision to propose a traditional tower:

- 1) Due to the required antenna height a flagpole or light pole is the only option.

- 2) Flagpoles limit propagation as the applicant states they cannot fit a full array inside the pole and would have to take up 2-3 canisters. This would eliminate any collocation by other carriers in the future.
- 3) Loss of propagation means more towers would have to be added to get similar coverage.
- 4) The site is in a commercial/industrial area. Verizon is planning up to 4 additional new sites in Pearland to address increasing demand for voice and data. The applicant feels that it would be more appropriate to address stealthing in more built-up/residential areas. As mentioned above, they are trying to limit tower proliferation as much as possible (as required by most jurisdictions) and stealthing works against them in that regard.

Recommendation

Staff recommends approval of the request to allow for a Wireless Telecommunication Tower on a 2.046 acre site in the GC zoning district for the following reasons:

1. The property is located within the General Commercial (GC) zoning district. A “Wireless Telecommunication Tower” is permitted, with approval of a Conditional Use Permit
2. The proposed CUP request is considered to be compatible with the surrounding areas and uses and is thus, in conformance with the requirements of the UDC.
3. The proposed Wireless Telecommunication Tower will not significantly impact surrounding properties or developments.
4. The applicant has complied with requests to add additional landscaping along both Main Street and the access easement leading to the tower, and has agreed to pave the access easement leading up to the proposed enclosure. This will bring a site that currently lacks any landscaping, further in compliance with the requirements of the UDC.

Staff Recommended Conditions

1. Staff recommends that additional landscaping be added along the access easement and around the proposed enclosure in order to meet the requirements of the UDC.
2. Staff recommends that the full length of the access easement be paved in order to meet the specifications of the UDC.
3. Site plan for the entire site is not being approved with this CUP. Only the portion referencing the proposed addition of landscaping, paving of the access easement, and location of the proposed enclosure, will be approved with this

CUP. All other UDC requirements need to be met. Future approvals by the Zoning Board of Adjustments (ZBA) may be required if the UDC requirements are not able to be met, including the required landscape buffer along Main St.

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 CUP. 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.

Site History

The subject property is currently developed with an existing business, XL Auto Parts. The property was annexed into the City of Pearland in 1960. The site is surrounded by non-residential zoning with an existing residential duplex just north of the proposed site. The below table identifies surrounding uses and zoning districts:

	Zoning	Land Use
North	General Commercial (GC)	Residential Duplex
South	General Commercial (GC)	Mini-Warehouse/Self Storage
East	General Commercial (GC)	Undeveloped
West	Light Industrial (M-1)	Undeveloped

Conformance with the Thoroughfare Plan

The subject property has approximately 145 feet of frontage along Main Street; a major thoroughfare, which requires a minimum of 120 feet of right-of-way. All required right-of-way has been acquired.

Conformance with the Unified Development Code

The property is platted and partially developed. The existing lot does not currently meet the lot width requirement of the UDC, but has an existing Variance from the Planning and Zoning Commission allowing for a lot width reduction. The proposed addition of a Wireless Telecommunications Tower will trigger landscaping improvements on site

which have been shown by the applicant. All other requirements of the UDC will be met upon further development.

General Business (GB) Area Regulations		
Size of Lots	Required	Existing Lot Dimensions
Minimum Lot Size	22,500 sf.	89,111 sf.
Minimum Lot Width	150 ft.	144.5 ft.
Minimum Lot Depth	125 ft.	617.6 ft.

Platting Status

The subject property has a recorded plat, North Main Addition, which was recorded with Brazoria County on April 27, 2010.

Availability of Utilities

The subject property is connected to city water and sewer.

Impact on Existing and Future Development

The proposed CUP will not significantly impact surrounding properties or developments, as the property is surrounded by mostly commercial uses including an existing Mini-warehouse/Self Storage facility to the south. The proposed tower will be located fully behind an existing structure and all ground equipment will be screened by fencing and vegetation. Additionally, landscaping will be added to the property along Main Street in order to bring the site up to current UDC standards and enhance the site.

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.

Exhibits

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Notification Map

5. Notification List
6. Applicant Packet

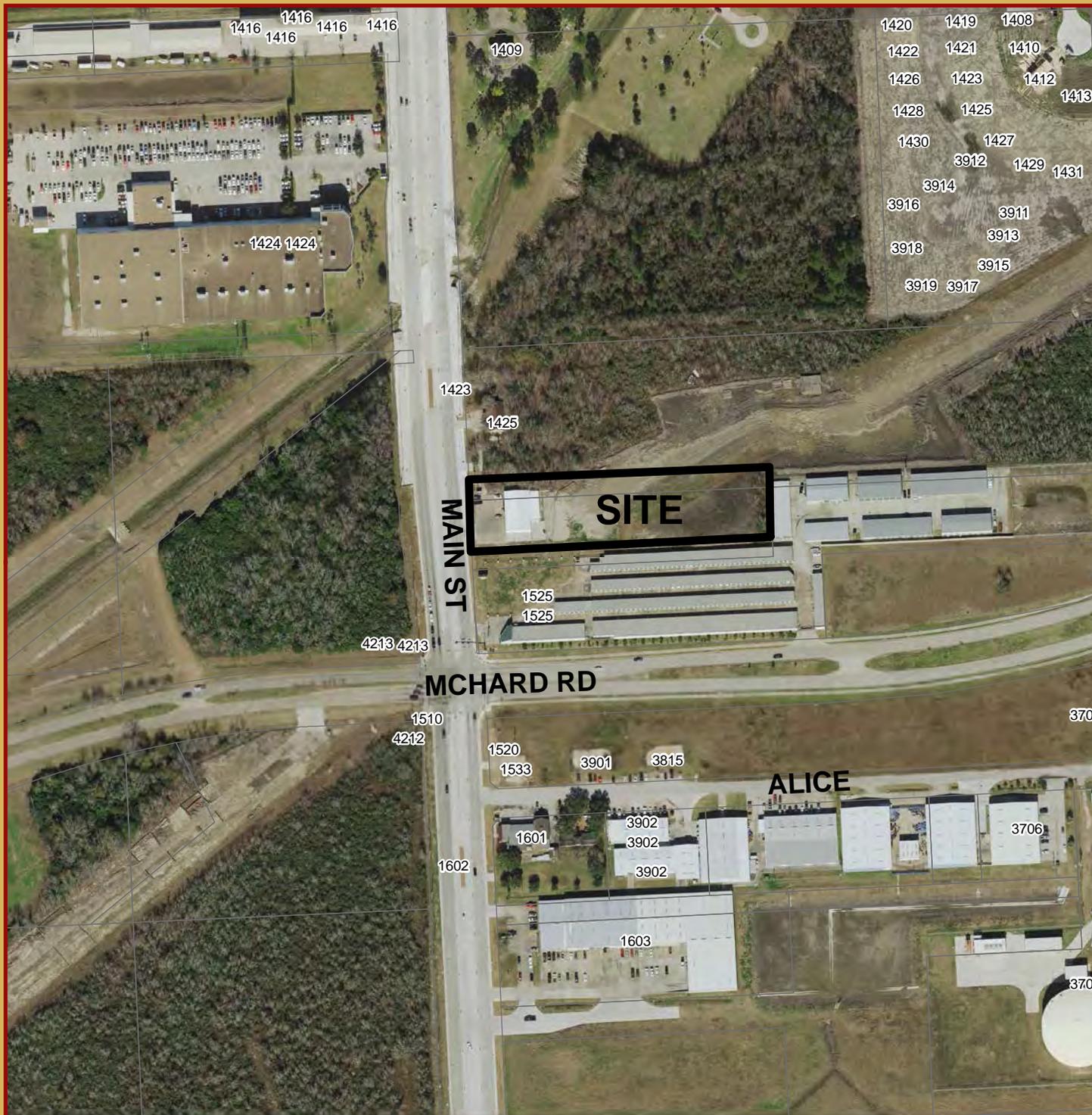


Exhibit 1

AERIAL MAP

CUP No. 2015-03

1515 N Main St.



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 = 300 feet

MARCH 2015
PLANNING DEPARTMENT



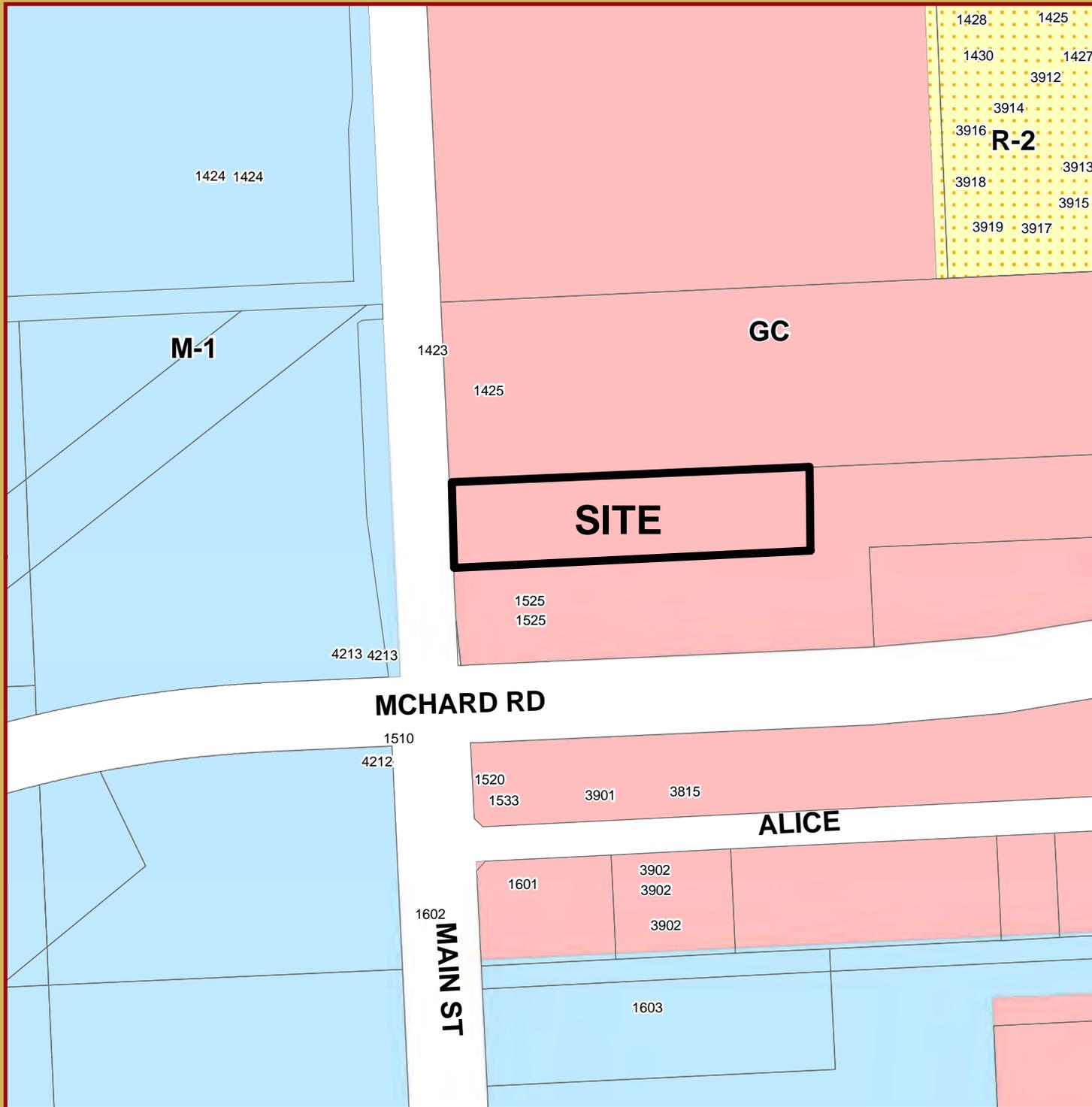


Exhibit 2

ZONING MAP

CUP No. 2015-03

1515 N Main St.



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 = 250 feet

MARCH 2015
PLANNING DEPARTMENT



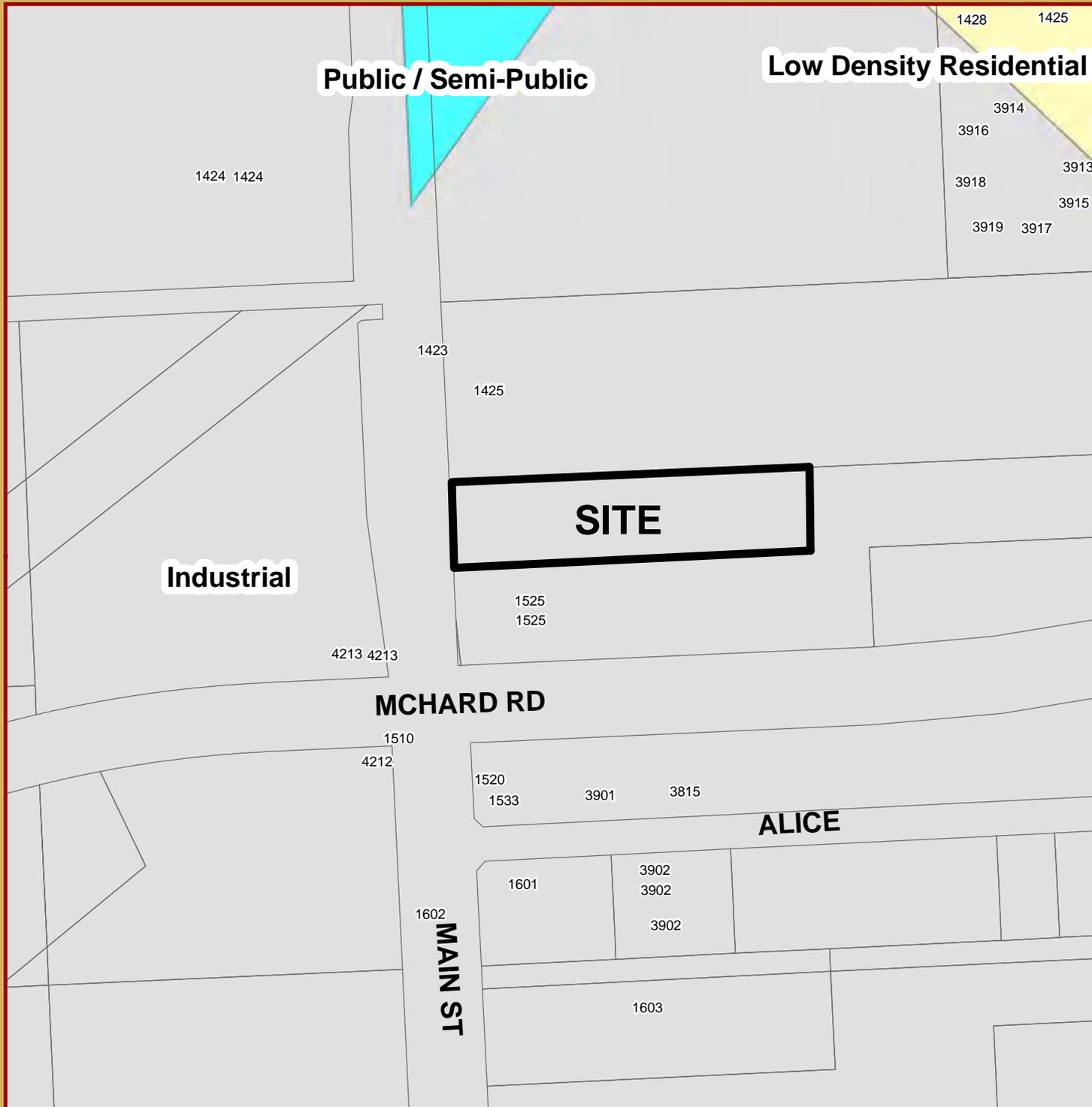


Exhibit 3

FLUP MAP

CUP No. 2015-03

1515 N Main St.



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 = 250 feet

MARCH 2015
PLANNING DEPARTMENT



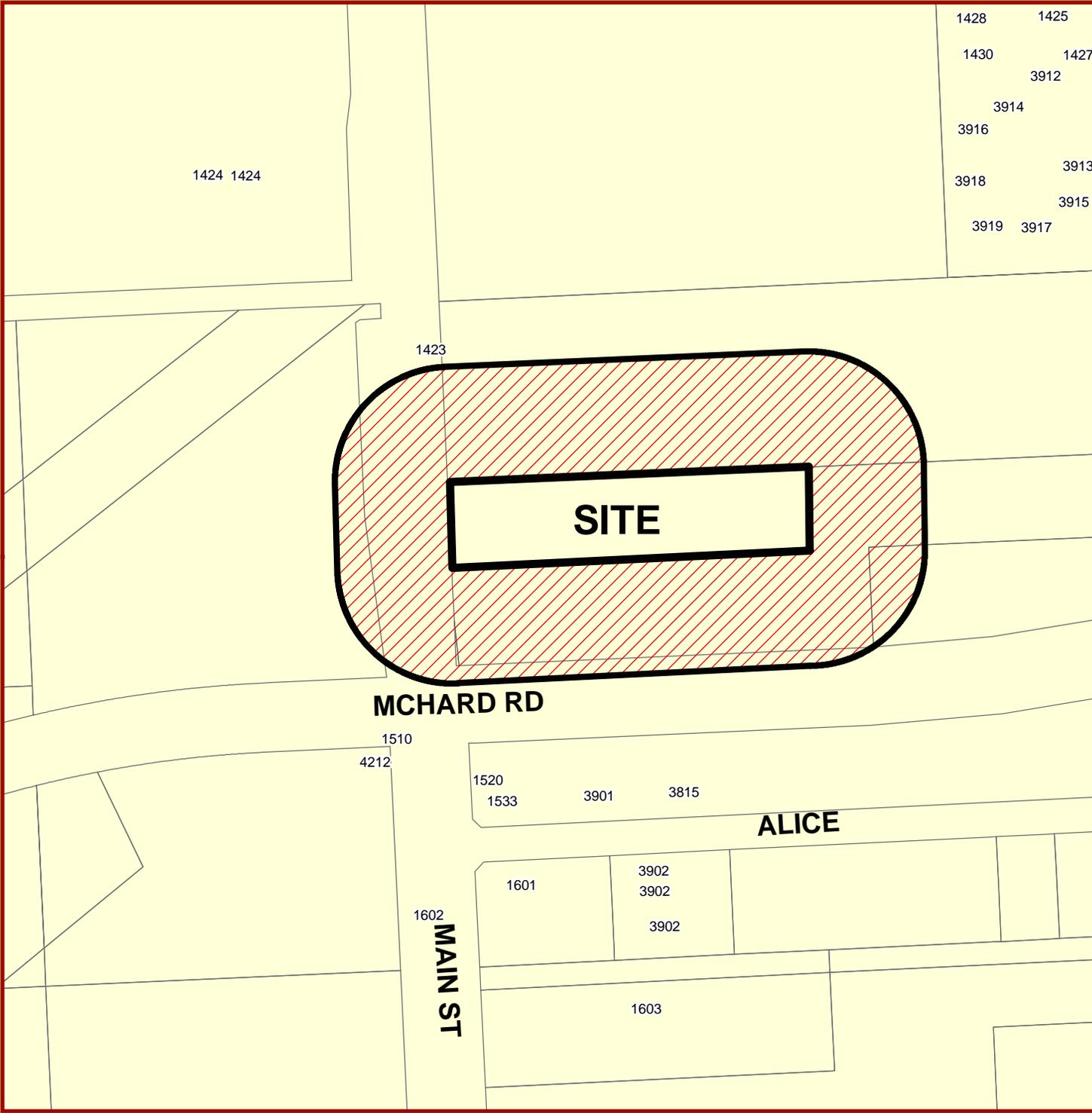


Exhibit 4

NOTIFICATION MAP

CUP No. 2015-03

1515 N Main St.



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 = 250 feet

MARCH 2015
PLANNING DEPARTMENT



**EXHIBIT 5
NOTIFICATION LIST**

Owner	Address	City	State	Zip
WILLIAMS JOHN WARD	PO BOX 681093	HOUSTON	TX	77268
CUBE HHF LIMITED PARTNERSHIP	5 OLD LANCASTER RD	MALVERN	PA	19355
BERNAL FRANCISCO	6141 GRIGGS RD	HOUSTON	TX	77023
ACE MANOR PROP. DEV. 1	15701 NORTHWEST FRWY	JERSEY VILLAGE	TX	77040
GREG GOW	5428 FM 1488 STE F	MAGNOLIA	TX	77354



City of Pearland Planning Department Universal Application

City of Pearland
Community Development
3523 Liberty Drive
(Community Center)
Pearland, Texas 77581
281.652.1768
281.652.1702 (fax)
pearlandtx.gov

Please complete each field - incomplete applications will not be accepted.
Include the applicable checklist for each project type with this application.
Refer to the schedule on the City's website and/or within the Planning Department
for deadlines and anticipated meeting dates for each project type.

TYPE OF APPLICATION:

- | | |
|---|--|
| <input type="checkbox"/> Zoning Change | <input type="checkbox"/> ZBA Variance |
| <input type="checkbox"/> Cluster Development Plan | <input type="checkbox"/> P&Z Variance |
| <input type="checkbox"/> Planned Development Workshop | <input type="checkbox"/> Special Exception |
| <input type="checkbox"/> Plat (list type): _____ | <input checked="" type="checkbox"/> Conditional Use Permit |

PROJECT INFORMATION:

Residential Commercial Property Platted Property Not Platted
 Project Name: Verizon Wireless - Blackhawk Tax ID: 635910
 Project Address/Location: 1515 N Main St, Pearland, TX 77581
 Subdivision: A0542 HT & BRR B1 T1 (PT) N Main Add No. of Lots: 1 Total Acres: 1.289
 Brief Description of Project: Proposed new Wireless Communications Facility (Cell Tower)

When a completed application packet has been accepted and reviewed, additional information may be required by staff as a result of the review, therefore it may be necessary to postpone the proposed project and remove it from the scheduled agenda and place it on a future agenda according to Section 1.2.1.2 of the Unified Development Code.

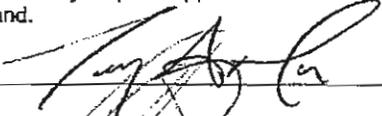
PROPERTY OWNER INFORMATION:

Name: Ace Manor Property Development 1
 Address: 15701 Northwest Freeway
 City: Jersey Village State: TX Zip: 77040
 Phone: 281-745-8649
 Fax: _____
 Email Address: Jeremy.moss@xlparts.com

APPLICANT/AGENT INFORMATION:

Name: Greg Gow (FCI) as Agent for Verizon Wireless
 Address: 5428 FM 1488 Rd Ste F
 City: Magnolia State: TX Zip: 77354
 Phone: 281-705-6743
 Fax: _____
 Email Address: greg.gow@fci.co

*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:  Date: 2/13/15
 Agent's/
 Applicant's Signature:  Date: 2/13/15

OFFICE USE ONLY:

FEES PAID:	DATE PAID: <u>2/13/15</u>	RECEIVED BY: <u>je</u>	RECEIPT NUMBER: <u>135186</u>
			APPLICATION NUMBER: <u>2015-03</u>

ZONE CHANGE/ VARIANCE/ PLAT RECORDATION

\$ 250.00 (circle one) **BA** or **PF** or **FE**

Description: Input who the check is from

Greg Gow
Foresight Communications
COMMENTS/DESCRIPTION (F10):

Location or
Address 1515 N Main St

Applicant Greg Gow

Owner Ace Manor Property
Development 1

CITY OF PEARLAND
*** CUSTOMER RECEIPT ***
Oper: AGONZALES Type: OC Drawer: 1
Date: 2/16/15 01 Receipt no: 135186

Description	Quantity	Amount
BA BOARD OF ADJUSTMENTS	1.00	\$250.00
Trans number:		4751459

CUP, VERIZON CELL TOWER
GREG GOW
FORESIGHT COMMUNICATIONS
1515 N. MAIN
ACE MANOR PROPERTY DEVELP.1

tender detail	
BR CREDIT CARD	\$250.00
total tendered	\$250.00
Total payment	\$250.00

Trans date: 2/13/15 Time: 12:44:49

APPLICATION CHECKLIST FOR THE FOLLOWING:

Conditional Use Permit (CUP)

- Application and checklist, filled out completely and signed by the owner of the property.
- 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 (UDC).**
- Metes and Bounds Description (survey or plat of the property that provides or contains the metes and bounds description).
- Parcel map, printer from the City of Pearland website, indicating the location and boundaries of the subject property.
- Letter of Intent, explaining the conditional use permit request in detail, specifying:
 - Proposed Uses: _____
 - Specific Operations of the use: _____
 - Square footage of buildings/lot sizes: _____
 - Unique characteristics of the property: _____
 - Other necessary information (list here): _____
- Site plan that shows the following:
 - Proposed layout of the subject property
 - Proposed buildings
 - Parking
 - Landscape plan
 - Detention ponds
 - Fences
 - Other relevant information (list here): _____
- Acknowledgement of the sign to be posted on the property ten (10) days prior to the public hearing.
- Provide evidence or proof that all taxes and obligations have been paid regarding the subject property.
- Application fee by cash, check made payable to the City of Pearland, or credit card (Visa and MasterCard only)
 - \$250.00

Additional Application Requirements for Telecommunications Towers, Antennas, and Shared Use on Existing Towers and Alternate Structures to be provided per Section 2.5.5.2 of the Unified Development Code

- An inventory of the applicant's existing towers that are either within the City or within one mile of the corporate limits specifying:
 - Location
 - Height
 - Design
 - ❖ This information may be shared by the Planning Department with other applicants

- Site plans to scale specifying:
 - Location of tower(s)
 - Transmission building and other accessory uses,
 - Street access
 - Parking
 - Fences
 - Landscaped areas
 - Adjacent land uses

- A report from a professional structural engineer licensed in the state of Texas documenting:
 - Tower and design, with a cross-section of the structure
 - Total anticipated capacity of the structure, including the number and types of antennas which can be accommodated

- Letter of Intent to lease excess space on the tower and to lease additional excess land on the tower site when the shared use potential of the tower is absorbed, if structurally and technically possible.

Each applicant must make good faith effort to substantially demonstrate that no existing towers could accommodate the applicant's proposed antenna by doing the following:

- Contact the owners of all existing towers of a height roughly equal to or greater than the height of the tower proposed by the applicant.
 - A list must be provided of all owners contacted, the date of the contact, and the form and content of the contact.
 - Where an existing tower is known to have capacity for additional antennas of the sort proposed, that application for a new tower is not complete until the owner of the existing tower responds, unless the applicant submits sufficient information for the Planning Department to determine that all reasonable efforts to obtain a response have been made and further efforts would be futile.

- Request the following information from each tower owner contacted:
 - Identification of the site by location, existing uses, and tower height.
 - Whether each tower could structurally accommodate the antenna proposed by the applicant without requiring structural changes be made to the tower. To enable the owner to respond, the applicant must provide each owner with the height, length, weight, and other relevant data about the proposed antenna.
 - Whether each tower could structurally accommodate the proposed antenna if structural changes were made, not including totally rebuilding the tower. If so, the owner must specify in general terms what structural changes would be required.
 - If structurally able, would shared use by the existing tower be precluded for reasons related to RF interference? If so, the owner must describe in general terms what changes in either the existing or proposed antenna would be required to accommodate the proposed tower, if at all.
 - Any other information which may be requested by the Planning Department to fully evaluate and review the application and the potential impact of a proposed tower or antenna.

Posting of Notification Signs on Property under Consideration for a 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.

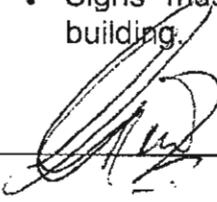
Such sign(s) shall be located as follows:

- (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.

Signature

 G. H. Crow - AGENT FOR
 VERIZON WIRELESS

Date

2/12/15

Additional Information:

- Upon making an application for a 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 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.

A handwritten signature in black ink, appearing to be a stylized 'G' or similar character, located in the lower right quadrant of the page.



City of Pearland
Planning Department
3523 Liberty Dr
(Community Center)
Pearland, TX 77581

Ref: **Letter of Intent CUP Request – Cell Tower @ 1515 N Main St. Pearland, TX 77581**

February 12th, 2015

To whom it may concern,

GTE Mobilnet of South Texas LP d/b/a Verizon Wireless does hereby advise its intent, subject to City of Pearland approvals, to construct a Wireless Communications Facility (WCF) / Cell Tower at the referenced address.

Proposed Use: WCF / Cell Tower and Equipment Platform at the rear of an existing Auto Parts commercial facility

Specific Operations of the Use: Cell Tower and Equipment Platform to improve coverage and aid in over-capacity situations where calls may be dropped. This WCF will provide higher resolution Voice Over LTE (VOLTE) and improved 4G Data capability.

Square Footage of Buildings/lot sizes: The Leased space comprises a 40' x 40' fenced compound (160 sq ft). The Monopole tower will be placed inside the compound along with a 21' 8" x 9' 4" equipment platform per the Site Plans submitted with the CUP application. The overall Lot size is 1.289 Acres.

Unique Characteristics of the Property: Apart from the current use of the property as an Auto Parts sales outlet, the property is extensively occupied by Pipeline Companies with multiple easements per the Survey included in the submittal.

Yours truly,

A handwritten signature in black ink, appearing to read "Greg H. Gow".

Greg H. Gow
As Agent for Verizon Wireless
Gulf Coast Region



City of Pearland
Planning Department
3523 Liberty Dr
(Community Center)
Pearland, TX 77581

Ref: **Letter of Intent to Lease Excess Space – Cell Tower @ 1515 N Main St. Pearland, TX 77581**

February 12th, 2015

To whom it may concern,

GTE Mobilnet of South Texas LP d/b/a Verizon Wireless (VZW) does hereby advise its intent, subject to City of Pearland approvals, to design and construct a Wireless Communications Facility (WCF) / Cell Tower at the referenced address to support additional carriers.

The Tower Design submitted as part of the CUP application indicates that structural provisions have been made to support two carriers and two Microwave Dishes or three carriers. Please refer to the Tower Design for more information.

The 40' x 40' Leased land space is sufficient to support ground based radio equipment for up to three carriers depending on each carrier's footprint requirement. If any carrier requires more space than provided by the VZW Lease they can enter into separate Agreement for such additional space with the Property Owner.

Yours truly,

A handwritten signature in black ink, appearing to read "Greg H. Gow".

Greg H. Gow
As Agent for Verizon Wireless
Gulf Coast Region



City of Pearland
Planning Department
3523 Liberty Dr
(Community Center)
Pearland, TX 77581

Ref: **Acknowledgement of Sign Posting Requirement – Cell Tower @ 1515 N Main St. Pearland, TX 77581**

February 12th, 2015

To whom it may concern,

GTE Mobilnet of South Texas LP d/b/a Verizon Wireless does hereby acknowledge that it has read and understands the City of Pearland's requirement to post a notice/sign on the referenced property ten (10) days prior to the public hearing of its intent to construct a Wireless Communications Facility (WCF).

Yours truly,

A handwritten signature in black ink, appearing to read "Greg H. Gow".

Greg H. Gow
As Agent for Verizon Wireless
Gulf Coast Region

Date Contacted	Name/Email	Site ID	Lat/Long	Distance from Site	Existing Use	Tower Height	SA Accommodate	SA Mod Required	RF Interference	Collocation
2/10/2015	Tran, Adriana <Adriana.Tran@crowncastle.com>	814762	29-33-30.7 N 095-17-18.1 W	1.7 miles south	Cell Tower	193'	Yes	No	No	Collocation at this site will interfere with an existing VZW on-air site 0.2 miles away
2/11/2015	Tran, Adriana <Adriana.Tran@crowncastle.com>	822766	29-34-3.4 N 095-17-14.3 W	1 mile south	Cell Tower	198'	Yes	No	Possible due to three tower cluster	Collocation at this site will interfere with an existing VZW on-air site 0.62 miles away
2/12/2015	Tran, Adriana <Adriana.Tran@crowncastle.com>	840872	29-34-04.3 N 095-17-16.8 W	1 mile south	Cell Tower	144'	Yes	No	Possible due to three tower cluster	Collocation at this site will interfere with an existing VZW on-air site 0.62 miles away
2/13/2015	Tran, Adriana <Adriana.Tran@crowncastle.com>	843974	29-33-00.2 N 095-16-46.8 W	2.2 miles south	Cell Tower	145'	Yes	No	No	This tower is out of range for the coverage needed.
2/14/2015	Tran, Adriana <Adriana.Tran@crowncastle.com>	877344	29-33-26.2 N 095-17-6.6 W	1.8 miles south	Cell Tower	105'	Yes	No	Height needed is not available	Collocation at this site will interfere with an existing VZW on-air site 0.3 miles away and is too short
2/3/2015	Kendall Arant <Kendall.Arant@americantower.com>	4375	29-34-3.9 N 095-17-17.88 W	1 mile south	Cell Tower	150'	Yes	No	Possible due to three tower cluster	Collocation at this site will interfere with an existing VZW on-air site 0.62 miles away
N/A	N/A	N/A	29-34-47.1 N 095-16-57.5 W	.3 miles south	Water tower	200'	Unknown	No	No	The cat walk on the water tower is at 165' AGL which is too high to meet RF objectives

Brazoria CAD

Property Search Results > 635910 ACE MANOR PROPERTY MANAGEMENT 1 for Year 2014

Property

Account

Property ID: 635910 Legal Description: A0542 H T & B R R BLOCK 1 TRACT 1 (PT), NORTH MAIN ADDITION ACRES 1.289
 Geographic ID: 0542-0036-121 Agent Code:
 Type: Real
 Property Use Code:
 Property Use Description:

Location

Address: N MAIN TX Mapsco:
 Neighborhood: ABSTRACT 1990 AND NEWER Map ID:
 Neighborhood CD: SPLN

Owner

Name: ACE MANOR PROPERTY MANAGEMENT 1 Owner ID: 1069500
 Mailing Address: TX 77040-3047 % Ownership: 100.000000000000%
 Exemptions:

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$56,150	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0

(=) Market Value:	=	\$56,150	
(-) Ag or Timber Use Value Reduction:	-	\$0	

(=) Appraised Value:	=	\$56,150	
(-) HS Cap:	-	\$0	

(=) Assessed Value:	=	\$56,150	

Taxing Jurisdiction

Owner: ACE MANOR PROPERTY MANAGEMENT 1
 % Ownership: 100.000000000000%
 Total Value: \$56,150

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	BRAZORIA COUNTY APPRAISAL DISTRICT	0.000000	\$56,150	\$56,150	\$0.00
CPL	CITY OF PEARLAND	0.712100	\$56,150	\$56,150	\$399.85
DR4	BRAZORIA COUNTY DRAINAGE DISTRICT #4 (PEARLAND)	0.156000	\$56,150	\$56,150	\$87.59
GBC	BRAZORIA COUNTY	0.438500	\$56,150	\$56,150	\$246.22
RDB	ROAD & BRIDGE FUND	0.060000	\$56,150	\$56,150	\$33.69
SPL	PEARLAND INDEPENDENT SCHOOL DISTRICT	1.415700	\$56,150	\$56,150	\$794.92
Total Tax Rate:		2.782300			
					Taxes w/Current Exemptions: \$1,562.27
					Taxes w/o Exemptions: \$1,562.26

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	S2	SECONDARY SITE	1.2890	56148.84	0.00	0.00	\$56,150	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2015	N/A	N/A	N/A	N/A	N/A	N/A
2014	\$0	\$56,150	0	56,150	\$0	\$56,150
2013	\$0	\$56,150	0	56,150	\$0	\$56,150
2012	\$0	\$56,150	0	56,150	\$0	\$56,150
2011	\$0	\$56,150	0	56,150	\$0	\$56,150

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	5/28/2010	WD	WARRANTY DEED	PEARLAND STORAGE FACILITY LC	ACE MANOR PROPERTY MANAGEMENT 1	10	024216	

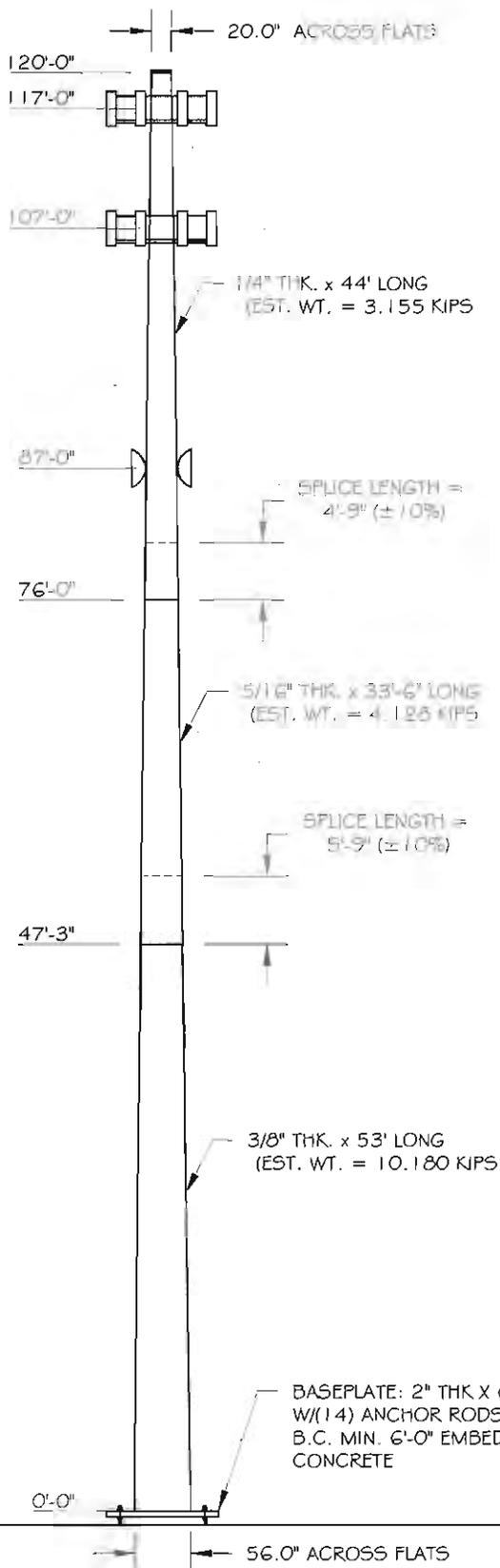
Questions Please Call (979) 849-7792



DALEY TOWER SERVICE, INC.

1223 W. Gloria Switch Rd.
Carenco, LA 70502
337.896.6719 - www.daleytower.com

Page 1 of 2	Job Number: 23515-0024
Eng: MFP	Customer Ref: TP-13160
	Date: 1/22/2015
Structure: 120-FT MONOPOLE	
Site: 273165 BLACKHAWK	
Location: BRAZORIA CO., TX / 29°34'58.97", -95°17'8.5"	
Owner: DALEY TOWERS	
Revision No.:	Revision Date:



DESIGN

Building Code: 2006-2012 INTERNATIONAL BUILDING CODE			
Design Standard: ANSI/TIA-222-G-2			
Wind Speed Load Cases: 3-SEC. GUSTED WIND SPEED			
Load Case #1: 115 MPH Design Wind Speed			
Load Case #2: 30 MPH Wind with 0.5" Ice Accumulation			
Load Case #3: 60 MPH Service Wind Speed			
Structure Class: II	Exposure Cat.: C	Topography Cat.: I	Crest Height:

EQUIPMENT LIST

Elev.	Description
117	(12) 100" PANEL + (24) DIPLEXERS + (12) RRH + (4) RAYCAP
117	12-FT PLATFORM WITH HANDRAIL
107	(12) 100" PANEL + (24) DIPLEXERS + (12) RRH + (4) RAYCAP
107	12-FT PLATFORM WITH HANDRAIL
87	(2) 6' STD. MICROWAVE
87	DUAL MICROWAVE MOUNT

ANTENNA FEED LINES ROUTED ON THE INSIDE OF THE POLE

STRUCTURE PROPERTIES

Cross-Section: 18-SIDED	Taper: 0.30938 in/ft				
Shaft Steel: ASTM A572 GR 65	Baseplate Steel: ASTM A572 GR 60				
Anchor Rods: 2.25 in. A615 GR. 75 X 7'-0" LONG					
Sect.	Length (ft)	Thickness (in)	Splice (ft)	Top Dia. (in)	Bot Dia. (in)
1	44.00	0.2500	4.75	20.00	33.61
2	33.50	0.3125	5.75	31.64	42.01
3	53.00	0.3750	0.00	39.60	56.00



MICHAEL F. PLAHOVINSAK, P.E.
LIC #98856 / F-15808
614-598-6250 / m.f.plahovinsak.com

BASE REACTIONS FOR FOUNDATION DESIGN

Moment: 4650 ft-kip
Shear: 49 kip
Axial: 37 kip



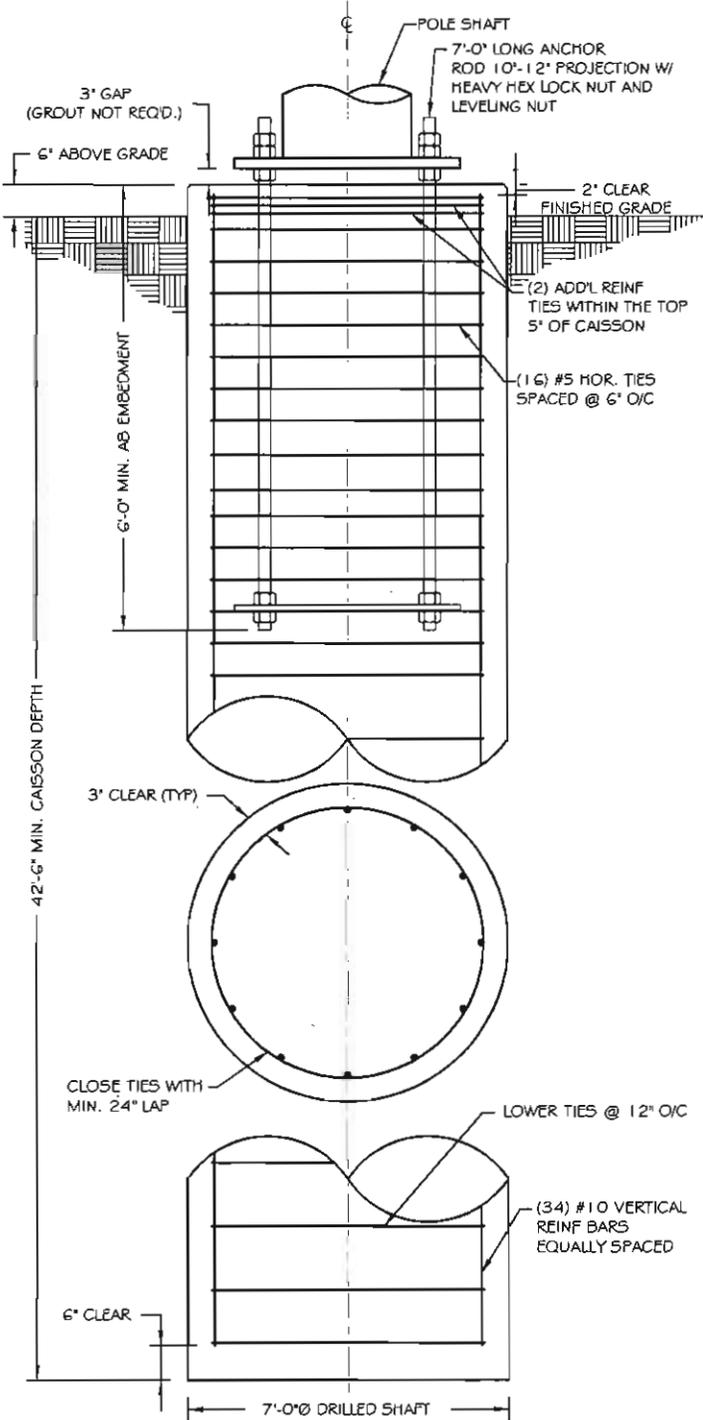
DALEY TOWER SERVICE, INC.

1223 W. Gloria Switch Rd.
Carenco, LA 70502
337.896.6719 - www.daleytower.com

Page 2 of 2	Job Number: 23515-0024
Eng: MFP	Customer Ref: TP-13160
	Date: 1/22/2015
Structure: 120-FT MONOPOLE	
Site: 273165 BLACKHAWK	
Location: BRAZORIA CO., TX / 29°34'58.97", -95°17'8.5"	
Owner: DALEY TOWERS	
Revision No.:	Revision Date:

FOUNDATION NOTES:

1. ALL FOUNDATION CONCRETE SHALL USE TYPE II CEMENT AND ATTAIN A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS. CONCRETE SHALL HAVE A MAXIMUM WATER/CEMENT RATIO OF 0.46 AND SHALL BE AIR ENTRAINED 6% (± 1.5%). ALL CONCRETE CONSTRUCTION SHALL BE IN ACCORDANCE WITH ACI 318, "THE BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE", LATEST EDITION.
2. ALL REINFORCING STEEL SHALL CONFORM TO ASTM A615 VERTICAL BARS SHALL BE GRADE 60, AND TIES OR STIRRUPS SHALL BE A MINIMUM OF GRADE 40. THE PLACEMENT OF ALL REINFORCEMENT SHALL CONFORM TO ACI 315, "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES", LATEST EDITION.
3. CAISSON FOUNDATION INSTALLATION SHALL BE IN ACCORDANCE WITH ACI 336, "STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF DRILLED PIERS", LATEST EDITION.
4. THE CONTRACTOR SHALL DETERMINE THE MEANS AND METHODS TO SUPPORT THE EXCAVATION DURING CONSTRUCTION. THE CONTRACTOR SHALL READ THE GEOTECHNICAL REPORT AND SHALL CONSULT THE GEOTECHNICAL ENGINEER AS NECESSARY PRIOR TO CONSTRUCTION.
5. FOUNDATION DESIGN IS BASED ON GEOTECHNICAL REPORT BY:
ENGINEER: GTS, INC.
REPORT NO.: 14-15155 (DATED 9/27/14)
6. ESTIMATED CONCRETE VOLUME = 61 CUBIC YARDS.
7. THE FOUNDATION HAS BEEN DESIGNED TO RESIST THE FOLLOWING FACTORED LOADS:
MOMENT: 4650 FT-KIPS
SHEAR: 49 KIPS
AXIAL: 37 KIPS
8. GEOTECHNICAL REPORT INDICATES GROUNDWATER MAY BE ENCOUNTERED NEAR THE SURFACE.



MICHAEL F. PLAHOVINSAK
P.E. #98856
7.22.15

CAISSON FOUNDATION

tnxTower Michael F. Plahovinsak, P.E. 18301 State Route 161 Plain City, OH 43064 Phone: 614-398-6250 FAX: mike@mfpeng.com	Job 120-ft Monopole - MFP #23515-024	Page 1 of 6
	Project 273165 Blackhawk	Date 10:38:46 01/22/15
	Client TAPP (TP-13160)	Designed by Mike

Tower Input Data

This tower is designed using the TIA-222-G standard.

The following design criteria apply:

Tower is located in Brazoria County, Texas.

Basic wind speed of 115 mph.

Structure Class II.

Exposure Category C.

Topographic Category 1.

Crest Height 0.00 ft.

Nominal ice thickness of 0.5000 in.

Ice thickness is considered to increase with height.

Ice density of 56 pcf.

A wind speed of 30 mph is used in combination with ice.

Temperature drop of 50 °F.

Deflections calculated using a wind speed of 60 mph.

A non-linear (P-delta) analysis was used.

Pressures are calculated at each section.

Stress ratio used in pole design is 1.

Local bending stresses due to climbing loads, feedline supports, and appurtenance mounts are not considered.

Tapered Pole Section Geometry

Section	Elevation ft	Section Length ft	Splice Length ft	Number of Sides	Top Diameter in	Bottom Diameter in	Wall Thickness in	Bend Radius in	Pole Grade
L1	120.00-76.00	44.00	4.75	18	20.0000	33.6100	0.2500	1.0000	A572-65 (65 ksi)
L2	76.00-47.25	33.50	5.75	18	31.6407	42.0100	0.3125	1.2500	A572-65 (65 ksi)
L3	47.25-0.00	53.00		18	39.6052	56.0000	0.3750	1.5000	A572-65 (65 ksi)

Tapered Pole Properties

Section	Tip Dia. in	Area in ²	I in ⁴	r in	C in	I/C in ³	J in ⁴	I/Q in ²	w in	w/I
L1	20.3085	15.6716	772.2994	7.0112	10.1600	76.0137	1545.6150	7.8373	3.0800	12.32
	34.1285	26.4712	3721.8812	11.8428	17.0739	217.9868	7448.6598	13.2381	5.4754	21.901
L2	33.6218	31.0737	3853.0296	11.1215	16.0735	239.7132	7711.1291	15.5398	5.0188	16.06
	42.6581	41.3587	9084.9898	14.8026	21.3411	425.7043	18181.9340	20.6833	6.8438	21.9
L3	42.0223	46.6937	9078.9838	13.9267	20.1194	451.2543	18169.9139	23.3513	6.3105	16.828
	56.8639	66.2077	25881.2777	19.7469	28.4480	909.7749	51796.6106	33.1101	9.1960	24.523

Feed Line/Linear Appurtenances - Entered As Area

Description	Face or Shield Leg	Allow	Component Type	Placement ft	Total Number		C _{A,A} ft ² /ft	Weight plf
1 5/8"	C	No	Inside Pole	117.00 - 0.00	18	No Ice	0.00	0.92
1 5/8"	C	No	Inside Pole	107.00 - 0.00	18	1/2" Ice	0.00	0.92
						No Ice	0.00	0.92
1 5/8"	C	No	Inside Pole	87.00 - 0.00	2	No Ice	0.00	0.92

tnxTower Michael F. Plahovinsak, P.E. 18301 State Route 161 Plain City, OH 43064 Phone: 614-398-6250 FAX: mike@mfpeng.com	Job	120-ft Monopole - MFP #23515-024	Page	2 of 6
	Project	273165 Blackhawk	Date	10:38:46 01/22/15
	Client	TAPP (TP-13160)	Designed by	Mike

Description	Face or Leg	Allow Shield	Component Type	Placement ft	Total Number	C _A A _A ft ² /ft	Weight plf
						1/2" Ice	0.92

Discrete Tower Loads

Description	Face or Leg	Offset Type	Offsets:		Azimuth Adjustment °	Placement ft	C _A A _A		Weight K
			Horz Lateral ft	Vert ft			Front ft ²	Side ft ²	
(4) 100" x 15" x 11" Panel w/ mount pipe	A	From Face	3.00	0.0000	117.00	No Ice	14.74	13.36	0.13
			0.00	0.00		1/2" Ice	15.56	14.93	0.25
(8) Commscope CBC7821-DF Diplexer	A	From Face	3.00	0.0000	117.00	No Ice	0.42	0.39	0.02
			0.00	0.00		1/2" Ice	0.51	0.48	0.02
(4) Lucent 2x40 RRH	A	From Face	3.00	0.0000	117.00	No Ice	1.20	2.25	0.01
			0.00	0.00		1/2" Ice	1.35	2.45	0.03
(4) 100" x 15" x 11" Panel w/ mount pipe	B	From Face	3.00	0.0000	117.00	No Ice	14.74	13.36	0.13
			0.00	0.00		1/2" Ice	15.56	14.93	0.25
(8) Commscope CBC7821-DF Diplexer	B	From Face	3.00	0.0000	117.00	No Ice	0.42	0.39	0.02
			0.00	0.00		1/2" Ice	0.51	0.48	0.02
(4) Lucent 2x40 RRH	B	From Face	3.00	0.0000	117.00	No Ice	1.20	2.25	0.01
			0.00	0.00		1/2" Ice	1.35	2.45	0.03
(4) 100" x 15" x 11" Panel w/ mount pipe	C	From Face	3.00	0.0000	117.00	No Ice	14.74	13.36	0.13
			0.00	0.00		1/2" Ice	15.56	14.93	0.25
(8) Commscope CBC7821-DF Diplexer	C	From Face	3.00	0.0000	117.00	No Ice	0.42	0.39	0.02
			0.00	0.00		1/2" Ice	0.51	0.48	0.02
(4) Lucent 2x40 RRH	C	From Face	3.00	0.0000	117.00	No Ice	1.20	2.25	0.01
			0.00	0.00		1/2" Ice	1.35	2.45	0.03
(4) Raycap RCMD-3315-PF-48 12' Platform w/ Handrail	C	None		0.0000	117.00	No Ice	4.33	2.56	0.03
				0.0000		1/2" Ice	4.61	2.79	0.06
***	C	None		0.0000	117.00	No Ice	26.00	24.00	1.80
				0.0000		1/2" Ice	26.00	26.00	2.60
(4) 100" x 15" x 11" Panel w/ mount pipe	A	From Face	3.00	0.0000	107.00	No Ice	14.74	13.36	0.13
			0.00	0.00		1/2" Ice	15.56	14.93	0.25
(8) Commscope CBC7821-DF Diplexer	A	From Face	3.00	0.0000	107.00	No Ice	0.42	0.39	0.02
			0.00	0.00		1/2" Ice	0.51	0.48	0.02
(4) Lucent 2x40 RRH	A	From Face	3.00	0.0000	107.00	No Ice	1.20	2.25	0.01
			0.00	0.00		1/2" Ice	1.35	2.45	0.03
(4) 100" x 15" x 11" Panel w/ mount pipe	B	From Face	3.00	0.0000	107.00	No Ice	14.74	13.36	0.13
			0.00	0.00		1/2" Ice	15.56	14.93	0.25
(8) Commscope CBC7821-DF Diplexer	B	From Face	3.00	0.0000	107.00	No Ice	0.42	0.39	0.02
			0.00	0.00		1/2" Ice	0.51	0.48	0.02
(4) Lucent 2x40 RRH	B	From Face	3.00	0.0000	107.00	No Ice	1.20	2.25	0.01
			0.00	0.00		1/2" Ice	1.35	2.45	0.03

tnxTower Michael F. Plahovinsak, P.E. 18301 State Route 161 Plain City, OH 43064 Phone: 614-398-6250 FAX: mike@mfpeng.com	Job	120-ft Monopole - MFP #23515-024	Page	3 of 6
	Project	273165 Blackhawk	Date	10:38:46 01/22/15
	Client	TAPP (TP-13160)	Designed by	Mike

Description	Face or Leg	Offset Type	Offsets:		Azimuth Adjustment	Placement	C _{A,A} Front	C _{A,A} Side	Weight	
			Horz	Lateral						
			ft	ft	°	ft	ft ²	ft ²	K	
			0.00			1/2" Ice	1.35	2.45	0.03	
			0.00							
(4) 100" x 15" x 11" Panel w/ mount pipe	C	From Face	3.00		0.0000	107.00	No Ice	14.74	13.36	0.13
			0.00				1/2" Ice	15.56	14.93	0.25
			0.00							
(8) Commscope CBC7821-DF Diplexer	C	From Face	3.00		0.0000	107.00	No Ice	0.42	0.39	0.02
			0.00				1/2" Ice	0.51	0.48	0.02
			0.00							
(4) Lucent 2x40 RRH	C	From Face	3.00		0.0000	107.00	No Ice	1.20	2.25	0.01
			0.00				1/2" Ice	1.35	2.45	0.03
			0.00							
(4) Raycap RCMDC-3315-PF-48	C	None			0.0000	107.00	No Ice	4.33	2.56	0.03
							1/2" Ice	4.61	2.79	0.06
12' Platform w/ Handrail	C	None			0.0000	107.00	No Ice	26.00	24.00	1.80
							1/2" Ice	26.00	26.00	2.60

Dishes

Description	Face or Leg	Dish Type	Offset Type	Offsets:		Azimuth Adjustment	3 dB Beam Width	Elevation	Outside Diameter	Aperture Area	Weight	
				Horz	Lateral							
				ft	ft	°	°	ft	ft	ft ²	K	
6 ft standard	A	Paraboloid w/o Radome	From Face	1.00		0.0000		87.00	6.00	No Ice	28.27	0.14
				0.00						1/2" Ice	29.07	0.29
				0.00								
6 ft standard	B	Paraboloid w/o Radome	From Face	1.00		0.0000		87.00	6.00	No Ice	28.27	0.14
				0.00						1/2" Ice	29.07	0.29
				0.00								

Load Combinations

Camb. No.	Description
1	Dead Only
2	1.2 Dead+1.6 Wind 0 deg - No Ice
3	0.9 Dead+1.6 Wind 0 deg - No Ice
4	1.2 Dead+1.6 Wind 90 deg - No Ice
5	0.9 Dead+1.6 Wind 90 deg - No Ice
6	1.2 Dead+1.6 Wind 180 deg - No Ice
7	0.9 Dead+1.6 Wind 180 deg - No Ice
8	1.2 Dead+1.0 Ice+1.0 Temp
9	1.2 Dead+1.0 Wind 0 deg+1.0 Ice+1.0 Temp
10	1.2 Dead+1.0 Wind 90 deg+1.0 Ice+1.0 Temp
11	1.2 Dcad+1.0 Wind 180 deg+1.0 Ice+1.0 Temp
12	Dead+Wind 0 deg - Service
13	Dead+Wind 90 deg - Service
14	Dead+Wind 180 deg - Service

tnxTower Michael F. Plahovinsak, P.E. 18301 State Route 161 Plain City, OH 43064 Phone: 614-398-6250 FAX: mike@mfpeng.com	Job	120-ft Monopole - MFP #23515-024	Page	4 of 6
	Project	273165 Blackhawk	Date	10:38:46 01/22/15
	Client	TAPP (TP-13160)	Designed by	Mike

Maximum Member Forces

Section No.	Elevation ft	Component Type	Condition	Gov. Load Comb.	Axial K	Major Axis Moment kip-ft	Minor Axis Moment kip-ft
L1	120 - 76	Pole	Max Tension	7	0.00	0.00	0.00
			Max. Compression	8	-29.52	0.00	1.15
			Max. Mx	4	-11.22	-1066.95	-9.76
			Max. My	6	-11.26	0.00	-1064.91
			Max. Vy	4	39.21	-1066.95	-9.76
			Max. Vx	6	38.96	0.00	-1064.91
			Max. Torque	4			2.39
L2	76 - 47.25	Pole	Max Tension	1	0.00	0.00	0.00
			Max. Compression	8	-36.74	0.00	1.15
			Max. Mx	4	-18.09	-2202.72	-51.75
			Max. My	6	-18.11	0.00	-2193.58
			Max. Vy	4	42.66	-2202.72	-51.75
			Max. Vx	6	42.40	0.00	-2193.58
			Max. Torque	4			2.38
L3	47.25 - 0	Pole	Max Tension	1	0.00	0.00	0.00
			Max. Compression	8	-55.55	0.00	1.15
			Max. Mx	4	-35.66	-4641.66	-131.48
			Max. My	6	-35.66	0.00	-4619.03
			Max. Vy	4	49.15	-4641.66	-131.48
			Max. Vx	6	48.90	0.00	-4619.03
			Max. Torque	4			2.38

Maximum Tower Deflections - Service Wind

Section No.	Elevation ft	Horz. Deflection in	Gov. Load Comb.	Tilt °	Twist °
L1	120 - 76	14.230	13	1.0918	0.0000
L2	80.75 - 47.25	6.149	13	0.7689	0.0000
L3	53 - 0	2.529	13	0.4553	0.0000

Critical Deflections and Radius of Curvature - Service Wind

Elevation ft	Appurtenance	Gov. Load Comb.	Deflection in	Tilt °	Twist °	Radius of Curvature ft
117.00	(4) 100" x 15" x 11" Panel w/ mount pipe	13	13.557	1.0703	0.0012	33139
107.00	(4) 100" x 15" x 11" Panel w/ mount pipe	13	11.338	0.9973	0.0012	12745
87.00	6 ft standard	13	7.255	0.8307	0.0011	5020

Maximum Tower Deflections - Design Wind

Section No.	Elevation ft	Horz. Deflection in	Gov. Load Comb.	Tilt °	Twist °
L1	120 - 76	93.509	4	7.1827	0.0000
L2	80.75 - 47.25	40.449	4	5.0604	0.0000
L3	53 - 0	16.646	4	2.9970	0.0000

tnxTower Michael F. Plahovinsak, P.E. 18301 State Route 161 Plain City, OH 43064 Phone: 614-398-6250 FAX: mike@mfpeng.com	Job 120-ft Monopole - MFP #23515-024	Page 5 of 6
	Project 273165 Blackhawk	Date 10:38:46 01/22/15
	Client TAPP (TP-13160)	Designed by Mike

Critical Deflections and Radius of Curvature - Design Wind

Elevation ft	Appurtenance	Gov. Load Comb.	Deflection in	Tilt °	Twist °	Radius of Curvature ft
117.00	(4) 100" x 15" x 11" Panel w/ mount pipe	4	89.090	7.0416	0.0036	5178
107.00	(4) 100" x 15" x 11" Panel w/ mount pipe	4	74.526	6.5618	0.0047	1989
87.00	6 ft standard	4	47.721	5.4670	0.0058	779

Pole Design Data

Section No.	Elevation ft	Size	L ft	L _u ft	KI/r	A in ²	P _u K	φP _n K	Ratio $\frac{P_u}{\phi P_n}$
L1	120 - 76 (1)	TP33.61x20x0.25	44.00	0.00	0.0	25.3053	-11.22	1750.41	0.006
L2	76 - 47.25 (2)	TP42.01x31.6407x0.3125	33.50	0.00	0.0	39.5934	-18.09	2737.45	0.007
L3	47.25 - 0 (3)	TP56x39.6052x0.375	53.00	0.00	0.0	66.2077	-35.66	4323.49	0.008

Pole Bending Design Data

Section No.	Elevation ft	Size	M _{ux} kip-ft	φM _{ux} kip-ft	Ratio $\frac{M_{ux}}{\phi M_{ux}}$	M _{uy} kip-ft	φM _{uy} kip-ft	Ratio $\frac{M_{uy}}{\phi M_{uy}}$
L1	120 - 76 (1)	TP33.61x20x0.25	1067.00	1147.90	0.930	0.00	1147.90	0.000
L2	76 - 47.25 (2)	TP42.01x31.6407x0.3125	2203.32	2247.07	0.981	0.00	2247.07	0.000
L3	47.25 - 0 (3)	TP56x39.6052x0.375	4643.52	4950.84	0.938	0.00	4950.84	0.000

Pole Shear Design Data

Section No.	Elevation ft	Size	Actual V _u K	φV _n K	Ratio $\frac{V_u}{\phi V_n}$	Actual T _u kip-ft	φT _n kip-ft	Ratio $\frac{T_u}{\phi T_n}$
L1	120 - 76 (1)	TP33.61x20x0.25	39.24	875.20	0.045	2.38	2298.61	0.001
L2	76 - 47.25 (2)	TP42.01x31.6407x0.3125	42.68	1368.73	0.031	2.38	4499.65	0.001
L3	47.25 - 0 (3)	TP56x39.6052x0.375	49.17	2161.74	0.023	2.37	9913.75	0.000

Pole Interaction Design Data

Section No.	Elevation ft	Ratio $\frac{P_u}{\phi P_n}$	Ratio $\frac{M_{ux}}{\phi M_{ux}}$	Ratio $\frac{M_{uy}}{\phi M_{uy}}$	Ratio $\frac{V_u}{\phi V_n}$	Ratio $\frac{T_u}{\phi T_n}$	Comb. Stress Ratio	Allow. Stress Ratio	Criteria
L1	120 - 76 (1)	0.006	0.930	0.000	0.045	0.001	0.938	1.000	4.8.2 ✓
L2	76 - 47.25 (2)	0.007	0.981	0.000	0.031	0.001	0.988	1.000	4.8.2 ✓
L3	47.25 - 0 (3)	0.008	0.938	0.000	0.023	0.000	0.947	1.000	4.8.2 ✓

tnxTower Michael F. Plahovinsak, P.E. 18301 State Route 161 Plain City, OH 43064 Phone: 614-398-6250 FAX: mike@mfpeng.com	Job 120-ft Monopole - MFP #23515-024	Page 6 of 6
	Project 273165 Blackhawk	Date 10:38:46 01/22/15
	Client TAPP (TP-13160)	Designed by Mike

Section No.	Elevation kft Ratio ft	Ratio P_u ϕP_n	Ratio M_{ux} ϕM_{nx}	Ratio M_{uy} ϕM_{ny}	Ratio V_u ϕV_n	Ratio T_u ϕT_n	Comb. Stress Ratio	Allow. Stress Ratio	Criteria
-------------	------------------------------	------------------------------	------------------------------------	------------------------------------	------------------------------	------------------------------	--------------------------	---------------------------	----------

Section Capacity Table

Section No.	Elevation ft	Component Type	Size	Critical Element	P K	ϕP_{allow} K	% Capacity	Pass Fail
L1	120 - 76	Pole	TP33.61x20x0.25	1	-11.22	1750.41	93.8	Pass
L2	76 - 47.25	Pole	TP42.01x31.6407x0.3125	2	-18.09	2737.45	98.8	Pass
L3	47.25 - 0	Pole	TP56x39.6052x0.375	3	-35.66	4323.49	94.7	Pass
Summary								
Pole (L2)							98.8	Pass
RATING =							98.8	Pass

Michael F. Plahovinsak, P.E. 18301 State Route 161 W Plain City, OH 43064 Phone: 614-398-6250 email: mike@mfpeng.com	Job 120-ft monopole - MFP #23515-0024	Page BP-G
	Project 273165 Blackhawk	Date 1/22/2015
	Client TAPP TP-13160	Designed by Mike

Anchor Rod and Base Plate Calculation

ANSI/TIA-222-G-2

Factored Base Reactions:	Pole Shape:	Anchor Rods:	Base Plate:
Moment: 4644 ft-kips	18-Sided	(14) 2.25 in. A615 GR. 75	2 in. x 69 in. Round
Shear: 49 kips	Pole Dia. (D_p):	Anchor Rods Evenly Spaced	f _y = 60 ksi
Axial: 36 kips	56.00 in	On a 63 in Bolt Circle	

Anchor Rod Calculation According to TIA-222-G section 4.9.9

$\phi =$	0.80 TIA 4.9.9
$I_{bolts} =$	6945.75 in ² Moment of Inertia
$P_u =$	253 kips Tension Force
$V_u =$	4 kips Shear Force
$R_{nt} =$	325.00 kips Nominal Tensile Strength
$\eta =$	0.50 for detail type (d)

The following Interaction Equation Shall Be Satisfied:

$$\left(\frac{P_u + \frac{V_u}{\eta}}{\phi R_{nt}} \right) \leq 1.0$$

$$0.999 \leq 1$$

Base Plate Calculation According to TIA-222-G

$\phi =$	0.90 TIA 4.7
$M_{PL} =$	606.4 in-kip Plate Moment
$L =$	12.6 in Section Length
$Z =$	12.6 Plastic Section Modulus
$M_p =$	754.0 in-kip Plastic Moment
$\phi M_n =$	678.6 in-kip Factored Resistance

Calculated Moment vs Factored Resistance

$$606.35 \text{ in-kip} \leq 679 \text{ in-kip}$$

Anchor Rods Are Adequate	99.9% <input checked="" type="checkbox"/>
Base Plate is Adequate	89.4% <input checked="" type="checkbox"/>

Michael F. Plahovinsak, P.E. 18301 State Route 161 W Plain City, OH 43064 Phone: 614-398-6250 email: mike@mfpeng.com	Job	120-ft monopole - MFP #23515-0024	Page	FND
	Project	273165 Blackhawk	Date	1/22/2015
	Client	TAPP TP-13160	Designed by	Mike

Caisson Calculation

According to ANSI/TIA-222-G-2

- Foundation overturning resistance calculated with PLS Caisson, for Brom's method for rigid piles. Soil layers modeled after recommendations from the geotechnical report.
- Cohesion strength for the upper 21 ft has been reduced by 50%
- In lieu of a soil resistance factor $f_s = 0.75$ (TIA-9.4.1) an additional safety factor against soil failure of 1.33 has been applied.
- Foundation is designed with a minimum safety factor resisting overturning of 2.0
- Foundation has been designed with factored loads per TIA-222-G.
- Design water table = 0.5 ft below grade

*** PIER PROPERTIES CONCRETE STRENGTH (ksi) = 4.00 STEEL STRENGTH (ksi) = 60.00
 DIAMETER (ft) = 7.000 DISTANCE FROM TOP OF PIER TO GROUND LEVEL (ft) = 0.50

*** SOIL PROPERTIES

LAYER	TYPE	THICKNESS (ft)	DEPTH AT TOP OF LAYER (ft)	DENSITY (pcf)	CU (psf)	KP	PHI (degrees)
1	S	4.00	0.00	0.0		1.000	-0.00
2	S	4.50	4.00	37.6		1.420	9.99
3	S	9.50	8.50	45.0		1.698	14.99
4	S	3.00	18.00	45.0		1.698	14.99
5	S	30.00	21.00	45.0		1.698	14.99

*** DESIGN (FACTORED) LOADS AT TOP OF PIER MOMENT (ft-k) = 4650.0 VERTICAL (k) = 37.0 SHEAR (k) = 49.0
 ADDITIONAL SAFETY FACTOR AGAINST SOIL FAILURE = 1.33

*** CALCULATED PIER LENGTH (ft) = 43.000

*** CHECK OF SOILS PROPERTIES AND ULTIMATE RESISTING FORCES ALONG PIER

TYPE	TOP OF LAYER BELOW TOP OF PIER (ft)	THICKNESS (ft)	DENSITY (pcf)	CU (psf)	KP	FORCE (k)	ARM (ft)
S	0.50	4.00	0.0		1.000	0.00	3.17
S	4.50	4.50	37.6		1.420	11.35	7.50
S	9.00	9.50	45.0		1.698	129.72	14.63
S	18.50	3.00	45.0		1.698	71.05	20.05
S	21.50	11.20	45.0		1.698	392.64	27.58
S	32.70	10.30	45.0		1.698	-539.18	38.12

*** SHEAR AND MOMENTS ALONG PIER

DISTANCE BELOW TOP OF PIER (ft)	WITH THE ADDITIONAL SAFETY FACTOR		WITHOUT ADDITIONAL SAFETY FACTOR	
	SHEAR (k)	MOMENT (ft-k)	SHEAR (k)	MOMENT (ft-k)
0.00	65.6	6317.3	49.2	4738.0
4.30	65.6	6599.4	49.2	4949.6
8.60	56.2	6868.6	42.1	5151.5
12.90	18.5	7040.5	13.9	5280.4
17.20	-49.2	6985.2	-36.9	5238.9
21.50	-146.5	6575.1	-109.9	4931.3
25.80	-273.6	5682.5	-205.2	4261.9
30.10	-430.3	4180.0	-322.7	3135.0
34.40	-461.7	2070.5	-346.3	1552.9
38.70	-245.7	538.9	-184.3	404.2
43.00	-0.0	0.0	-0.0	0.0

*** TOTAL REINFORCEMENT PCT = 0.64 REINFORCEMENT AREA (in²) = 35.47
 *** USABLE AXIAL CAP. (k) = 37.0 USABLE MOMENT CAP. (ft-k) = 5375.2

For Design:

7-ft Diameter caisson x 43-ft long (42.5-ft Embed with 0.5-ft above grade)
 Concrete strength = 4000 PSI @ 28 days. Estimated Concrete Volume = 61 CY3.
 (34) #10 Vertical Rebar. Steel Cross-Section = 43.18 in²

REQUEST FOR QUOTE - TOWER MATRIX

Verizon Wireless - Houston Gulf Coast

Joe Zielinski - Construction Engineer



SITE NAME:	Blackhawk	INCLUDE!
PROJECT #:		INCLUDE!
LOCATION CODE:	273165	INCLUDE!
TOWER TYPE:	Monopole - Tapered Multi Sided Slip Joint	
TOWER HEIGHT:	120'	
LAT AND LONG	29 34 58.97 N -95 17 08.50 W	
COUNTY / STATE	Brazoria / TX	
WIND SPEED:	<p>The tower design shall be such that the tower will support the antennas and all appurtenances under the specified wind and ice loads, in accordance with the EIA/TIA 222-G Standard, latest revision, where no local code controls. It is the responsibility of the tower vendor to verify jurisdictional wind load requirements and ensure wind load meets map data and local zoning authority specifications.</p>	
TOWER LIGHTING	No Lighting required	
TOWER	Monopole - Tapered Multi Sided Slip Joint	
	<p>Self Supporting Tower - constructed of solid steel leg members with solid rod construction of tower sections. Vendor can also provide optional pricing for a Self Supporting Tower constructed of steel pipe leg members with solid rod construction of tower sections.</p>	
	<p>Guyed Tower - constructed of solid steel leg members with solid rod construction of tower sections. Pipe Leg Towers NOT ALLOWED.</p>	
CENTER LINE	117 FT - RAD Center	

ANTENNA MODELS:

HEIGHT & QUANTITY

Antennas: (12) (Dimension up to 100" X 15" X 11", weight up to 75lbs + 18.2lbs for mount (4 per sector)
Diplexers: (24) Commscope CBC7821-DF or equivalent @ sam rad center 7.6"x7.3"x2.6" 6.6lbs each
Fiber Cable (4) Commscope AVA7-50, 1-5/8" Coax
Remote Radio Heads: (12) Alcatel Lucent RRH2x40-HW - or equivalent 37"x11"x5" 55lbs each
Tower bracket for 12 Remote Radio Heads: (to support 12 Alcatel Lucent RRHs)
Ray Cap Surge Protectors (4) RxxDC-3315-PF-48 20"x16"x11" 32lbs each
107 FT - RAD Center

CENTER LINE

ANTENNA MODELS (2nd Carrier):

HEIGHT & QUANTITY

Antennas: (12) (Dimension up to 100" X 15" X 11", weight up to 75lbs + 18.2lbs for mount (4 per sector)
Diplexers: (24) Commscope CBC7821-DF or equivalent @ sam rad center 7.6"x7.3"x2.6" 6.6lbs each
Tower bracket for 12 Remote Radio Heads: (to support 12 Alcatel Lucent RRHs)

ANTENNA MODELS (3rd Carrier):

HEIGHT & QUANTITY

Fiber Cable (4) Commscope AVA7-50, 1-5/8" Coax
Remote Radio Heads: (12) Alcatel Lucent RRH2x40-HW 37"x11"x5" 55lbs each
Ray Cap Surge Protectors (4) RxxDC-3315-PF-48

SECTOR MOUNTS

Verizon Approved RRH Mounts - Provided by the Tower Manufacturer

	SST and Guyed Towers – Commscope Mount MTC3615V3
	Monopoles – See Monopole - Sector Mount Parts List Document
M/W DISH:	2 each 6` NP @ 87'
Waveguide	Waveguide (2) EW-90 Elliptical Waveguid
Quantity and Height	
Dish Mount	
M/W feed line	
Exposure	C
Topographic Category	1
Class	2

TOWER TO INCLUDE FOLLOWING:

3 EACH	10 FT. ICE BRIDGE
1 EACH	10 FT. LIGHTNING ROD
12 EACH	10 FT. PIPE MOUNTS
1 EACH	WAVEGUIDE LADDER - Not Required on Monopoles, coax to route inside
1 EACH	Monopoles - Step bolts up entire height of monopole with safety climb device
1 EACH	Self Support - Climbing Ladder or step bolts up entire tower with safety climb device
1 EACH	Guyed Towers - Climbing Ladder or climbing face up entire tower with safety climb device
1 SET	ANCHOR BOLTS
1 SET	TEMPLATES
	Drawings - Stamped Soft Copy unless hard copies are required for permitting

Total Amount of bid entered into Xpress should include shipping. Tower Subtotal (Includes all items listed above), Tower and Foundation Design Subtotal, Freight Subtotal, and Total (This is the total amount that should be entered into Xpress Bid

INCLUDE ON BID:

FREIGHT - FOB SITE LOCATION

ESTIMATED TIME OF DELIVERY

CITY/ZIP CODE: Pearland, TX 77581

BIDS ARE DUE ON:

BY:

SUBMIT BIDS Via the Xpress Bid System

Site Directions from Switch:

A 14123 Cicero Rd, Houston, TX 77095

- | | |
|--|-----------------------------|
| 1. Head west on Cicero Rd toward Point 6 Cir | go 0.1 mi
total 0.1 mi |
|  2. Take the 1st right onto Point 6 Cir | go 0.1 mi
total 0.2 mi |
|  3. Take the 1st right onto TX-6 N/Hwy 6 N
<i>About 1 min</i> | go 0.6 mi
total 0.8 mi |
|  4. Turn right onto US-290 Frontage | go 0.2 mi
total 1.0 mi |
|  5. Take the ramp onto US-290 E
<i>About 4 mins</i> | go 4.2 mi
total 5.2 mi |
|  6. Take the exit onto Sam Houston Tollway S
Partial toll road
<i>About 30 mins</i> | go 32.7 mi
total 37.8 mi |
|  7. Take the exit toward TX-35/Telephone Rd/Hobby Airport
Partial toll road | go 0.2 mi
total 38.1 mi |
| 8. Merge onto South Sam Houston Pkwy E E | go 0.2 mi
total 38.3 mi |
|  9. Turn right onto TX-35 S/N Main St
<i>Destination will be on the left.</i>
<i>About 2 mins</i> | go 1.2 mi
total 39.5 mi |

B 1515 N Main St, Pearland, TX 77581

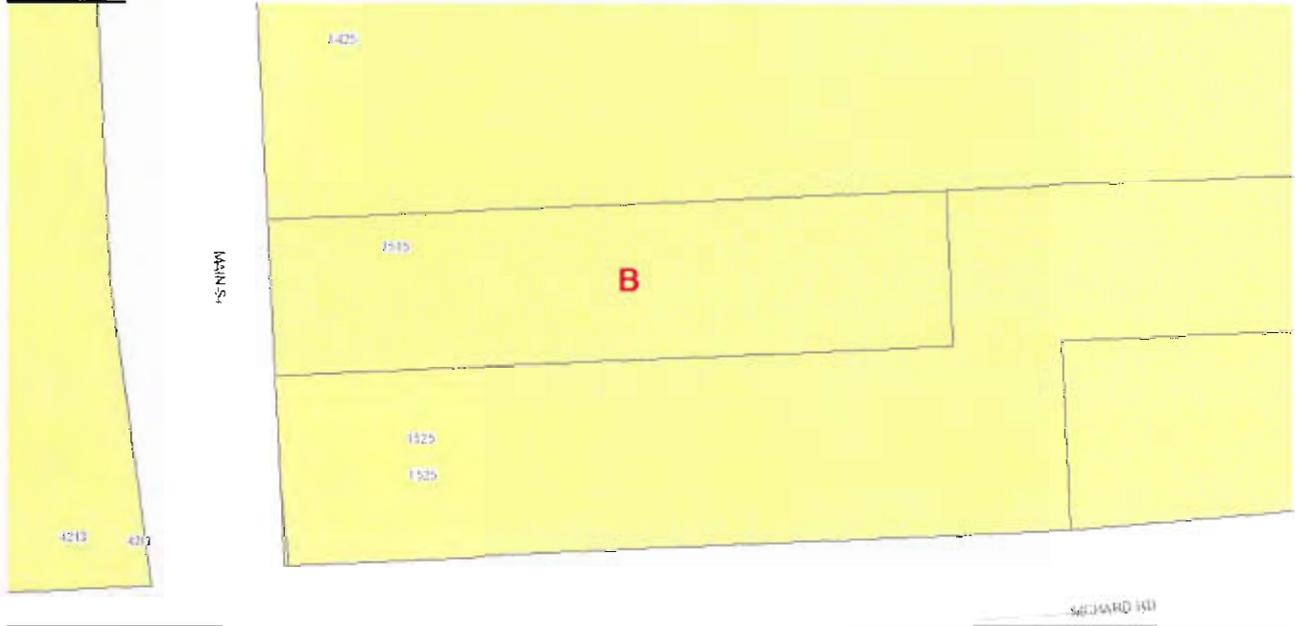
Search Area Map:



Topography Map:



Plat Map:





Google earth

feet 1000
meters 300



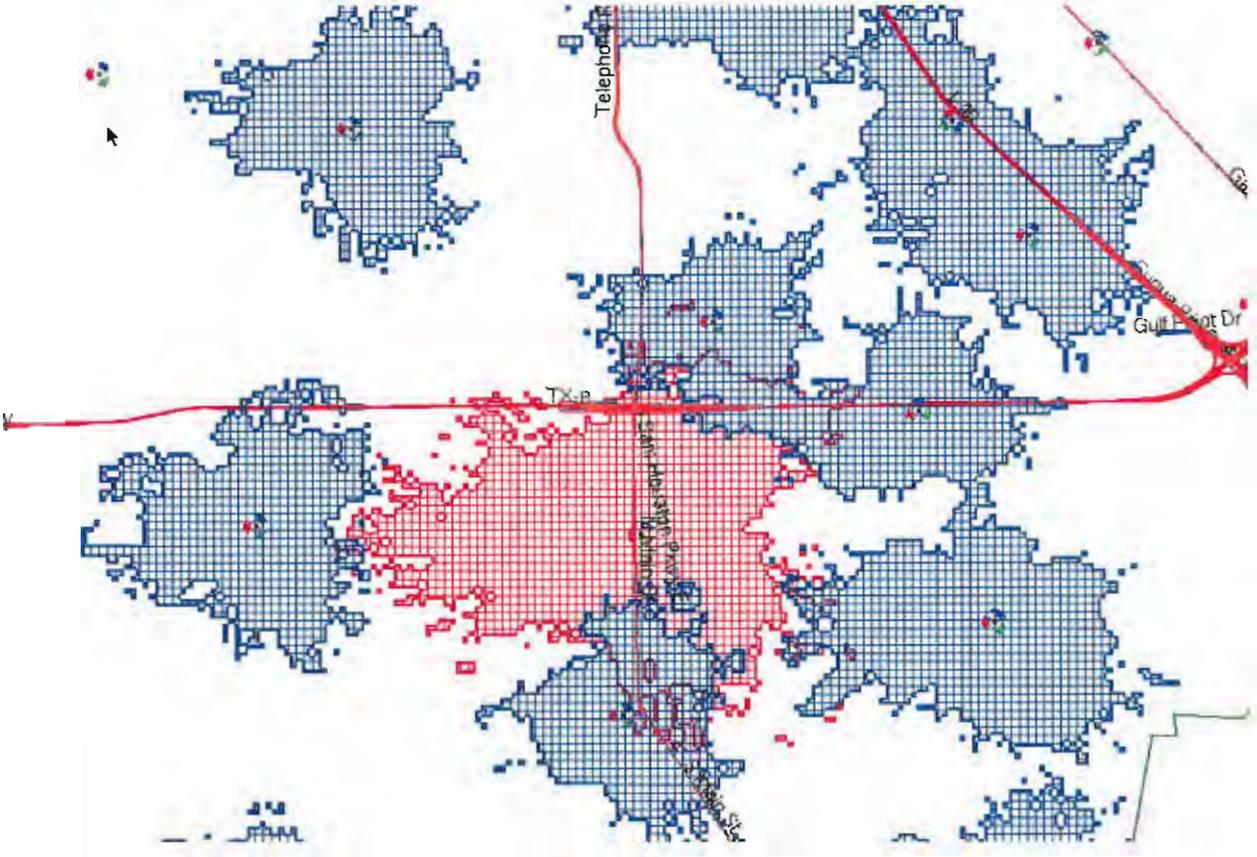
Cell Name	Cell Number	Latitude (NAD83)	Longitude (NAD83)
PEARLAND-HGCW-TX	686	29.502767	-95.299542
SHADOWCREEK-HGCW-TX	17	29.581153	-95.438786
BEAMER-HGCW-TX	602	29.571236	-95.237619
FRIENDSWOOD-HGCW-TX	616	29.529733	-95.199717
DAVIS-HGCW-TX	623	29.55725	-95.37975
GARRY-HGCW-TX	643	29.599781	-95.247856
ALMEDA-HGCW-TX	663	29.609675	-95.38105
BROOKSIDE VILLAGE-HGCW-TX	664	29.584142	-95.338014
HOBBY-HGCW-TX	665	29.612147	-95.275992
WEST FUQUA-HGCW-TX	676	29.605633	-95.460483
ARCOLA-HGCW-TX	689	29.477181	-95.474942
FM518-HGCW-TX	690	29.558525	-95.288364
ARCOLA_II-HGCW-TX	691	29.529122	-95.416883
DIXIE-HGCW-TX	705	29.532444	-95.236111
SOUTH FORK-HGCW-TX	713	29.531238	-95.336819
FRESNO-HGCW-TX	734	29.513456	-95.457194

E-911 Street Address	E-911 City	E-911 County	E-911 State	E-911 Zip Code
18829 Morris	Pearland	Brazoria	TX	77584
8410 1/2 FM 2234 Rd. #A	Houston	Fort Bend	TX	77053
2501 1/6 Letrim St	Pearland	Harris	TX	77581
109 1/2 E Willowick Ave	Friendswood	Galveston	TX	77546
2850-A Wooten Rd	Pearland	Brazoria	TX	77584
9710 1/5 SOUTH SAM HOUSTON PARKWAY EAST	Houston	Harris	TX	77089
13560 Furman St	Houston	Harris	TX	77047
7702 1/2 Thomson St	Pearland	Brazoria	TX	77581
8049 Fuqua	Houston	Harris	TX	77075
5215 Anderson Rd	Houston	Harris	TX	77053
7416 Daniel	Rosharon	Fort Bend	TX	77583
2703 Veterans Dr	Pearland	Brazoria	TX	77584
3902 Country Road 48	Rosharon	Brazoria	TX	77583
2438A CR 391	Friendswood	Brazoria	TX	77546
7409 Baily Road	Pearland	Brazoria	TX	77584
4907 1/2 FM521(A)	Rosharon	Fort Bend	TX	77583

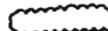
Elevation AMSL (feet)	Tower Owner	Support Structure Ht (feet)
49.2	Crown Castle GT Company LLC	170
65.6	Crown Castle	119.8
39.4	CenterPoint Energy	108
32.8	Crown Castle	170
59.1	Global Tower, LLC	190
46.5	Centerpoint Energy	100
59.1	Crown Castle	150
52.5	American Towers, Inc	151
49.2	Crown Castle	110
65.6	Crown Castle GT Company LLC	121
59.1	Crown Castle GT Company LLC	150
49.2	Crown Castle	180
68.9	Crown Castle GT Company LLC	180
41	T-Mobile West Corporate	150
55.8	GTE Mobilnet of South Texas LP	160
68.9	GTE Mobilnet of South Texas LP	140

Overall Structure Ht (feet)	Structure Type
176	Monopole
129.5	Monopole
108	Utility Pole/Tower
178	Self Support Tower
190	Self-support Structure
105	Utility Pole/Tower
165	Self Support Tower
151	Monopole
120	Self-support Structure
126	Monopole
158	Self Support Tower
193	Self Support Tower
185	Self Support Tower
155	Monopole
165	Monopole
150	Monopole

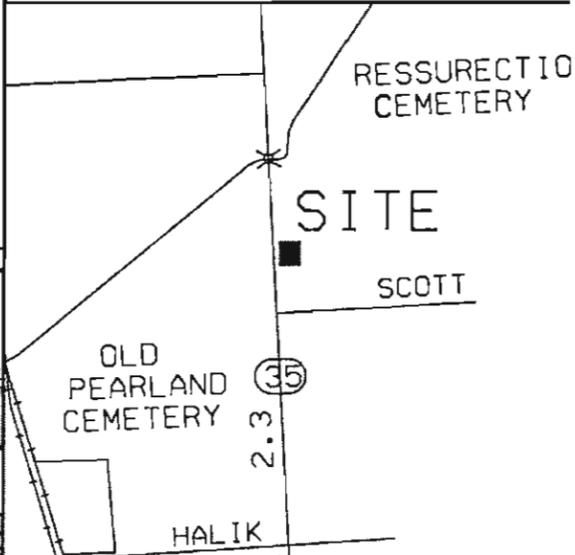
Coverage map with Blackhawk



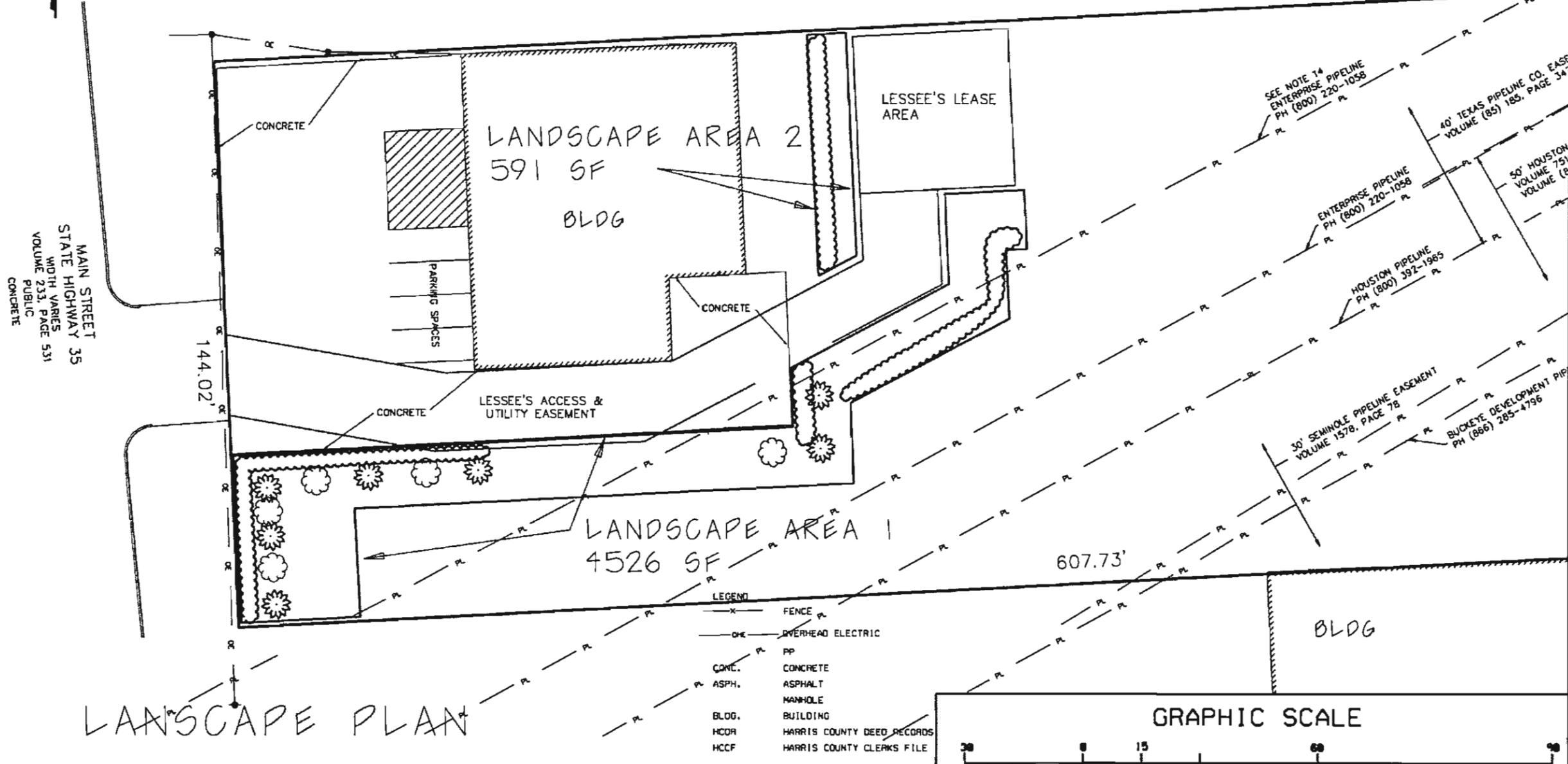
LOT SIZE 87,410 SF
 LANDSCAPE AREA 5,117 SF / 5.9%

-  120 CALIPER INCH COMMON BOX WOOD 'BUXUS SEMPERVIRENS'
-  5 STREET TREE 2" DIA. OAK 'QUERCUS SPP.'
-  7 ORNAMENTAL TREE 2" DIA. ARIZONA ASH 'FRAXINUS VELUTINA'

VICINITY MAP



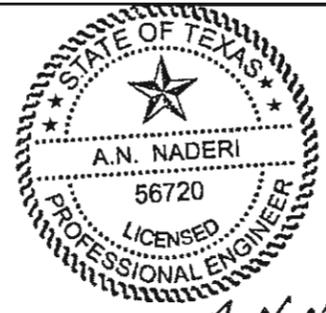
GEODETTIC DATA



LANDSCAPE PLAN



(IN FEET)
 1 INCH = 30 FT.



A.N. Naderi
 2/11/2015

SHEET 1 OF 2

NO.	DATE	DESCRIPTION
0	02-11-2015	Final Plan

FORESIGHT COMMUNICATIONS, INC.
 5420 FM 1489, STE F
 MAGNOLIA, TX 77354
 TEL: 281-785-6743

CIVIL CONCEPTS, INC.
 3425 FEDERAL STREET
 PASADENA, TX 77584
 TEL: 713-947-6686
 FIRM REG. NO. F-004636

Support Structure Information	
Absolute Tip Height AGL(above grd. level)	na
Tip Antenna Height AGL	na
Tip of Support Structure AGL	na
Foundation Elevation AGL	na
Ground Elevation AMSL(mean sea level)	na
Centerline Support Structure Latitude	na
Centerline Support Structure Longitude	na

Preliminary Drawing - Verizon Wireless Corporation
BLACK HAWK

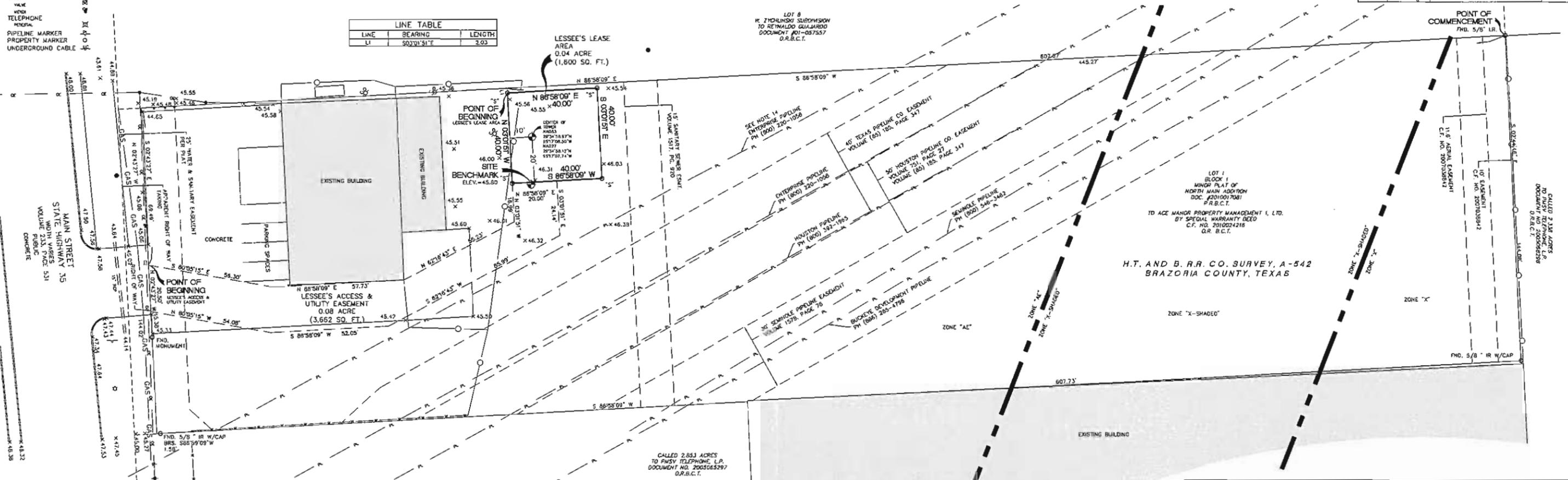
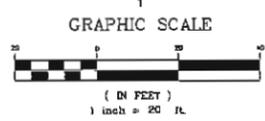
Department	Signature	Date
Site Acquisition Agent		
Landlord Approval		

**VERIZON WIRELESS GCW REGION
 BLACK HAWK
 LOCATION • 237165
 1515 N MAIN
 PEARLAND, TX 77581**

LEGEND / ABBREVIATIONS

	CHAIN LINK FENCE		A	ABSTRACT
	WOOD FENCE		B.L.	BUILDING LINE
	ELECTRIC POLE		DOC. NO.	DOCUMENT NUMBER
	LIGHT POLE		O.R.B.C.T.	DEED RECORDS OF BRAZORIA COUNTY, TEXAS
	IRON PIPE		FND.	FOUND
	IRON PIPE		I.R.	IRON RECORD
	INCREASED LINE		P.R.B.C.T.	PLAT RECORDS OF BRAZORIA COUNTY, TEXAS
	SAN SEWER			
	WATER VALVE			
	WATER METER			
	TELEPHONE METER			
	PIPELINE MARKER			
	PROPERTY MARKER			
	UNDERGROUND CABLE			

LINE	BEARING	LENGTH
L1	S03°31'51"E	2.03



SITE BENCHMARK
 SET 800 MAIL, EL. 45.80' (GEOID 12)
 SET ALONG THE SOUTH SIDE OF THE PROPOSED LEASE AREA AS SHOWN. ELEVATIONS AS MEASURED WITH TRIMBLE RB USING AREA VRS NETWORK.

LESSEE'S LEASE AREA
 Being a 0.04 acre (1,600 square feet) parcel situated in the H.T. & B.R.R. Co. Survey Abstract 542, Brazoria County, Texas, out of Lot 1, Block 1 of the Minor Plat of North Main Addition recorded under Document 2010017081 of the Plat Records of Brazoria County, Texas, said 0.04 acre parcel more particularly described by metes and bounds as follows with all bearings based on State Plane Coordinate System, South Central Zone, North American Datum 1983:

COMMENCING, at a 5/8-inch iron rod found for the northeast corner of said Lot 1;

THENCE, South 85°58'09" West, 445.27 feet along the north line of said Lot 1 to a point;

THENCE, departing the north line of said Lot 1, South 03°01'51" East, 2.03 feet to a 5/8-inch iron rod set with cap (stamped "4833 Town & Country") for the northwest corner and POINT OF BEGINNING, of the herein described parcel;

THENCE, North 86°58'09" East, 40.00 feet to a 5/8-inch iron rod set with cap (stamped "4833 Town & Country") for the northeast corner of the herein described parcel;

THENCE, South 03°01'51" East, 40.00 feet to a 5/8-inch iron rod set with cap (stamped "4833 Town & Country") for the southeast corner of the herein described parcel;

THENCE, South 85°58'09" West, 40.00 feet to a 5/8-inch iron rod set with cap (stamped "4833 Town & Country") for the southwest corner of the herein described parcel;

THENCE, North 03°01'51" East, 40.00 feet to the POINT OF BEGINNING, CONTAINING 0.04 acre (2,400 square feet) of land in Brazoria County, Texas.

LESSEE'S ACCESS & UTILITY EASEMENT
 Being a 0.08 acre (3,662 square feet) parcel situated in the H.T. & B.R.R. Co. Survey Abstract 542, Brazoria County, Texas, out of Lot 1, Block 1 of the Minor Plat of North Main Addition recorded under Document 2010017081 of the Plat Records of Brazoria County, Texas, said 0.08 acre parcel more particularly described by metes and bounds as follows with all bearings based on State Plane Coordinate System, South Central Zone, North American Datum 1983:

COMMENCING, at a 5/8-inch iron rod found for the northeast corner of said Lot 1;

THENCE, South 86°58'09" West, 607.87 feet along the north line of said Lot 1 to a point in the apparent east right-of-way line of State Highway 35, for the northwest corner of the residue of said Lot 1;

THENCE, South 02°43'27" East, 69.49 feet along the east right-of-way line of said State Highway 35 to a point for the northeast corner and POINT OF BEGINNING, of the herein described parcel;

THENCE, departing the east right-of-way line of said State Highway 35, South 80°05'15" East, 58.30 feet to an angle point in the north line of the herein described parcel;

THENCE, North 85°58'09" East, 57.73 feet to an angle point in the northerly line of the herein described parcel;

THENCE, North 62°16'43" East, 55.23 feet to an angle point in the northerly line of the herein described parcel;

THENCE, North 03°01'51" East, 16.59 feet to a 5/8-inch iron rod set with cap (stamped "4833 Town & Country") for the southwest corner of a proposed lower lease area, for a northeastern corner of this herein described parcel;

THENCE, North 86°58'09" East, 20.00 feet along the south line of said proposed lower lease area to a point for the northeast corner of the herein described parcel;

THENCE, departing the south line of said proposed lower lease area, South 03°01'51" East, 24.14 feet to an angle point in the south line of the herein described parcel;

THENCE, South 62°16'43" West, 85.99 feet to an angle point in the southerly line of the herein described parcel;

THENCE, South 85°58'09" West, 52.05 feet to an angle point in the southerly line of the herein described parcel;

THENCE, North 80°05'15" West, 54.08 feet to a point in the east right-of-way line of said State Highway 35, for the southwest corner of the herein described parcel;

THENCE, North 02°43'27" West, 20.50 feet along the east right-of-way line of said State Highway 35 to the POINT OF BEGINNING, CONTAINING 0.08 acre (3,662 square feet) of land in Brazoria County, Texas.

NOTES

- The surveyor has not obtained the M.A. This survey was prepared based on Texas Abstract Services Abstractor's Certificate, Central No. 18590, dated February 17, 2014.
- Bearings based on Texas State Plane Coordinate System, South Central Zone, North American Datum 1983.
- Flood Statement: I have examined the Federal Emergency Management Agency's Flood Insurance Rate Map for Brazoria County, Texas, Map Number 48039C035 F, effective date of September 22, 1999, and the map indicates this tract to be in "Zone AC", determined to be inside the 100 year flood plain. This plot lies within a designated Special Flood Hazard Area, inundated by 100 year flood or other flood areas. Warning: If this site is not within an identified Special Flood Hazard Area, this statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. This determination has been made by scaling the property on the referenced map and is not the result of an elevation survey. This flood statement shall not create liability on the part of the surveyor.
- Subject to restrictions and easements per Clerk's File No. 2010017081, P.R.B.C.T.
- Right-of-way per Volume 233, Page 531, O.R.B.C.T. appears to be within the right of way of Main Street and State Highway 35 as shown.
- Right-of-Way easement per Volume 416, Page 380, O.R.B.C.T. Affects but is plotted in nature and nothing could be plotted. Also, the easement to the Texas Pipe Line Company. The surveyor did not find any visible evidence of the lines of the survey for the Texas Pipe Line Company as far as markers of the line of the survey.
- Right-of-Way easement per Volume 751, Page 27, O.R.B.C.T. Affects as shown.
- Easement per Volume 1517, Page 920, O.R.B.C.T. Affects as shown.
- Right-of-Way easement per Volume 1578, Page 78, O.R.B.C.T. and as shown on recorded plat affects as shown.
- Right-of-Way easement per Volume 85185 Page 347, O.R.B.C.T. and as shown on recorded plat affects as shown.
- Waterline Easement per Clerk's File No. 2005066289. Description of easement places easement east of parent tract and therefore does not appear to apply.
- Easement and Detention Pond Agreement per Clerk's File No. 2005068300. Descriptions plot areas east of parent tract and therefore does not appear to apply.
- Third Party Easement per Clerk's File No. 2007038642. Affects as shown.
- There was a pipeline for Enterprise Pipeline located at the time of the survey that appeared to be newly constructed. No easement document was observed in the above referenced Abstractor's Certificate.

TOWER TYPE	ELEVATIONS FOR STRUCTURE	AGL	AMSL	CENTERLINE COORDINATES NAD 83
MENORILL	DESIGN TOWER HEIGHT	N/A	N/A	LATITUDE 29°34'58.97" N
SELF SUPPORT	ABSOLUTE TIP	N/A	N/A	LONGITUDE 95°17'08.50" W
LATTICE	SUPPORT STRUCTURE TIP	N/A	N/A	CENTERLINE COORDINATES NAD 27
DIAPHRAGM	ANTENNA TRACK	N/A	N/A	LATITUDE 29°34'58.12" N
WATER TOWER	GROUND ELEVATION	0'	46'	LONGITUDE 95°17'07.74" W
ROOF TOP	FOUNDATION ELEVATION	N/A	N/A	

LEASE SURVEY
 VERIZON WIRELESS
 BLACK HAWK
 SITE NO. 237165

SURVEYOR CERTIFICATION

The undersigned hereby certifies unto d/b/a Verizon Wireless, and Pennington Law Firm, LLC that (a) this survey drawing is based upon an on-the-ground survey made by the undersigned on April 11, 2014, and as to matters of record relies upon the documents listed in the Abstractor's Home (the "Abstractor") and reference (the "Title Report") dated effective as of this date, issued by the Abstractor, covering the real property described on this drawing (the "Property") which includes, and is limited to, the Lessee's Lease Site as defined and described on the survey; (b) this survey accurately shows (1) the location of any buildings, structures and other improvements situated on or within the Property; (2) the facts found by the undersigned at the time of said survey; (3) the courses and measured distances of the perimeter boundaries of the Property; and (4) all setback lines, encroachments, easements and rights-of-way crossing, abutting or affecting the Property, as shown on the Title Report or otherwise known to or observed by the undersigned, along with any recording information for such setback lines, encroachments, easements and rights-of-way; (c) the area of the Property shown herein is accurate to the nearest square foot, and there are no discrepancies, conflicts or shortages in area or boundary lines; (d) the field notes attached to this survey accurately state the courses and measured distances found in performing the on-the-ground survey; (e) the notes listed on the survey are true and correct; (f) except as shown on the survey drawing, there are no (1) visible easements or rights-of-way across or abutting or affecting the Property; (2) easements or rights-of-way across or abutting or affecting the Property of which the undersigned has been advised; (3) visible encroachments from the Property onto an adjacent property; or onto streets, streets, or alleys, by any of the building structures or other improvements, or (4) visible encroachments on the Property by building structures or other improvements situated on an adjoining property; (g) the area designated Lessee's Lease Site as shown on this survey has direct access to the nearest public right-of-way State Highway 35 (Main Street); (h) the Property is located in Zone "Zone AC", determined to be inside the 100 year flood plain, according to Flood Insurance Rate Map Community Plan Number 48039C035 F, effective date of September 22, 1999; this statement does not imply that the property and/or structures thereon will be free from flooding or flood damage; on rare occasions, floods can and will occur and flood heights may be increased by man-made or natural causes; and (i) this professional service conforms to (1) the scope of work requested by Verizon Wireless and provided by Verizon Wireless to the undersigned and (2) the current Texas Society of Professional Surveyors Standards and Specifications for a Category IA, Condition II Survey.

David P. Staus
 Surveyed: April 11, 2014
 David P. Staus
 Registered Professional Land Surveyor No. 4833

Revised: December 2, 2014 (change lease location and access & utility easement)

REVISION	FIELD BOOK	DATE
VERIZON WIRELESS	249	4/11/14
LESSOR	XL PARIS	1/29/14
ADDRESS	1515 N. MAIN STREET PEARLAND, TX 77561	

SEAL

TOWN & COUNTRY SURVEYORS, L.L.C.
 1515 N. MAIN STREET
 PEARLAND, TX 77561
 (409) 465-9775
 FAX (409) 465-9775
 SHEET 1 OF 1

PROJECT SUMMARY

LATITUDE: (NAD 83) 29° 34' 58.97"
 LONGITUDE: (NAD 83) -95° 17' 08.50"
 GROUND ELEVATION: 46' AMSL
 JURISDICTION: CITY OF PEARLAND
 MARKET: HOUSTON GULF COST
 COUNTY: BRAZORIA
 CURRENT ZONING: TBD
 OCCUPANCY TYPE: UNMANNED
 A.D.A. COMPLIANCE: FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION.

TOWER INFORMATION

TOWER OWNER: VERIZON WIRELESS
 SITE NAME: BLACKHAWK
 LOCATION CODE: 273165
 TOWER TYPE: MONOPOLE
 TOWER HEIGHT: 120'-0"
 ELEVATION OF WORK ON TOWER PERFORMED AT: 117'-0" AGL.



SITE NAME
BLACKHAWK

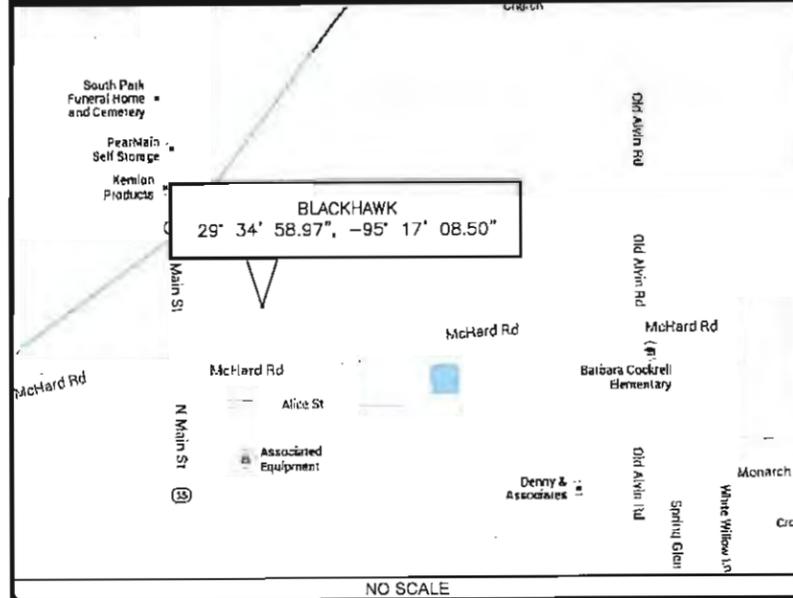
LOCATION CODE
273165

NEW EQUIPMENT AND NEW ANTENNAS ON
 PROPOSED 120'-0" MONOPOLE

CONSULTING TEAM

ENGINEER/ARCHITECT:
 CLS GROUP
 609 SOUTH KELLY AVE SUITE D
 EDMOND, OK 73003
 ZACHARY KRUEGER
 281-788-7462
 CUSTOMER/APPLICANT:
 VERIZON WIRELESS
 14123 CICERO RD.
 HOUSTON, TX 77095
 JOE ZIELINSKI
 713-507-1676
 TOWER OWNER:
 VERIZON WIRELESS
 14123 CICERO RD
 HOUSTON, TX 77095
 JOE ZIELINSKI
 713-507-1676
 SURVEYOR:
 TOWN & COUNTRY SURVEYORS, LLC
 ELECTRIC PROVIDER:
 CENTERPOINT ENERGY HOUSTON ELECTRIC
 CONTACT INFO:
 CUSTOMER SERVICE
 713-207-1111
 TELCO PROVIDER:
 AT&T WIRELINE
 CONTACT INFO:
 CUSTOMER SERVICE
 888-944-0447

ENLARGED VICINITY MAP



VICINITY MAP



DRAWING INDEX

SHEET #	SHEET DESCRIPTION	REV. #
T1	TITLE SHEET	0
	SURVEY	
C1	OVERALL SITE PLAN	0
C2	ENLARGED SITE PLAN	0
C3	ELEVATION AND ANTENNA PLAN	0
C4	ICE BRIDGE DETAILS	0
C5	FENCING/COMPOUND DETAILS	0
C6	SKID ELEVATION	0
S1	SKID FOUNDATION	0
G1	GROUNDING SITE PLAN	0
G2	GROUNDING DETAILS	0
G3	GROUNDING DETAILS	0
G4	GROUNDING DETAILS	0
E1	UTILITIES SITE PLAN	0
E2	UTILITY DETAILS	0
E3	ELECTRICAL POWER RISER BLOCK	0
E4	ELECTRICAL ONE-LINE DIAGRAM	0
E5	ELECTRICAL DIAGRAM	0
GN1	GENERAL NOTES	0
GN2	GENERAL NOTES	0
GN3	GENERAL NOTES	0
GN4	GENERAL NOTES	0
GN5	GENERAL NOTES	0

CODE COMPLIANCE

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES.
 BUILDING/DWELLING: 2012 IBC CODE
 STRUCTURAL CODE: 2012 IBC
 PLUMBING CODE: 2012 IPC
 MECHANICAL CODE: 2012 IMC
 ELECTRICAL CODE: 2011 NEC
 FIRE & LIFE SAFETY: 2012 IFC CODE

DRIVING DIRECTIONS

DEPART GEORGE BUSH INTERNATIONAL AIRPORT [AIRPORT] (NEIGHBORHOOD), HOUSTON, TEXAS, UNITED STATES ON ALDINE WESTFIELD RD (SOUTH-EAST) FOR 0.3 MI. TURN RIGHT (WEST) ONTO SIMMANS ST FOR 0.2 MI. KEEP STRAIGHT ONTO RAMP FOR 0.2 MI. *TOLL ROAD* MERGE ONTO HARDY TOLL W FOR 0.7 MI. *TOLL ROAD* TAKE RAMP ONTO HARDY TOLL S FOR 10.1 MI. TAKE RAMP (LEFT) ONTO I-610 FOR 1.1 MI. AT EXIT 20, TURN RIGHT ONTO RAMP FOR 0.1 MI. TAKE RAMP (RIGHT) ONTO US-59 [EASTEX FWY] FOR 4.4 MI. KEEP RIGHT ONTO RAMP FOR 0.3 MI. TAKE RAMP (LEFT) ONTO I-45 [GULF FWY] FOR 5.2 MI. AT EXIT 40B, TURN RIGHT ONTO RAMP

PROJECT SCOPE OF WORK

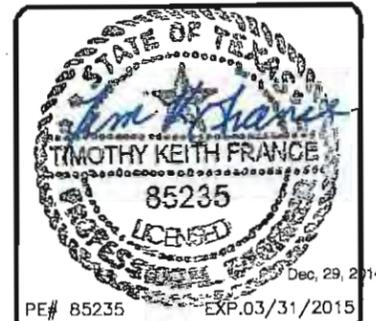
THESE DOCUMENTS ARE PART OF AN APPLICATION TO DEVELOP AN: UNMANNED COMMUNICATIONS FACILITY CONSISTING OF AN EQUIPMENT PLATFORM, CONNECTING CABLES, DIRECTIONAL ANTENNAS AND GPS, THE SIZE HEIGHT, AND DIRECTION OF THE ANTENNAS SHALL BE ADJUSTED TO MEET SYSTEM REQUIREMENTS, THE ANTENNAS WILL PROVIDE CLEAR AND RELIABLE COMMUNICATIONS WITHIN THE SURROUNDING COUNTY. THESE INTERCONNECTS WILL ALLOW FOR AN INDEPENDENT COMMUNICATION NETWORK THAT CAN CONTINUE TO FUNCTION IF THE TELEPHONE (WIRE) SERVICE IS DISCONNECTED DURING AN EMERGENCY OR NATURAL DISASTER. THESE FACILITIES WILL ENHANCE THE GENERAL HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SURROUNDING AREAS BY PROVIDING RELIABLE COMMUNICATIONS AROUND THIS LOCATION.

A/E DOCUMENT REVIEW STATUS

TITLE	SIGNATURE	DATE
PROP:		
R.F. MANAGER:		
NetOps:		
CONST. MGR.:		
INTERCONNECT:		
SITE DEV. MGR.:		
PROPERTY OWNER:		
PLANNING:		

THE ABOVE PARTIES HEREBY APPROVE & ACCEPT THESE DOCUMENTS & AUTHORIZE THE CONTRACTOR TO PROCEED W/THE CONSTRUCTION DESCRIBED HEREIN. ALL DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT & MAY IMPOSE CHANGES OR MODIFICATIONS.

ONE CALL



DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME. SEE SHEETS GN1 AND GN5 FOR ADDITIONAL CONSTRUCTION NOTES.

PLANS PREPARED BY:

609 S. KELLY AVENUE, STE. D EDMOND, OK 73003
 PH: (405) 348-5460 FAX: (405) 341-4625
 COA# F13220 EXP. 1/31/2016

PLANS PREPARED FOR:

NEW BUILD PROJECT
 14123 CICERO RD, HOUSTON, TX 77095

SITE INFORMATION:

BLACKHAWK
 273165
 1519 N. MAIN
 PEARLAND, TX 77581

REVISIONS:

NO.	DATE	DESCRIPTION
A	12/03/14	PRELIMINARY ISSUE
B	12/15/14	PRELIMINARY ISSUE
D	12/29/14	FOR CONSTRUCTION

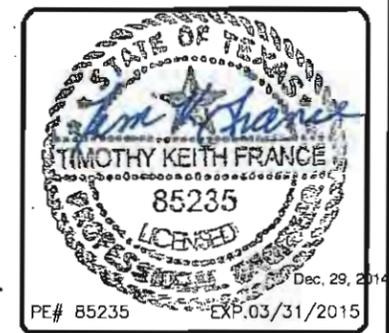
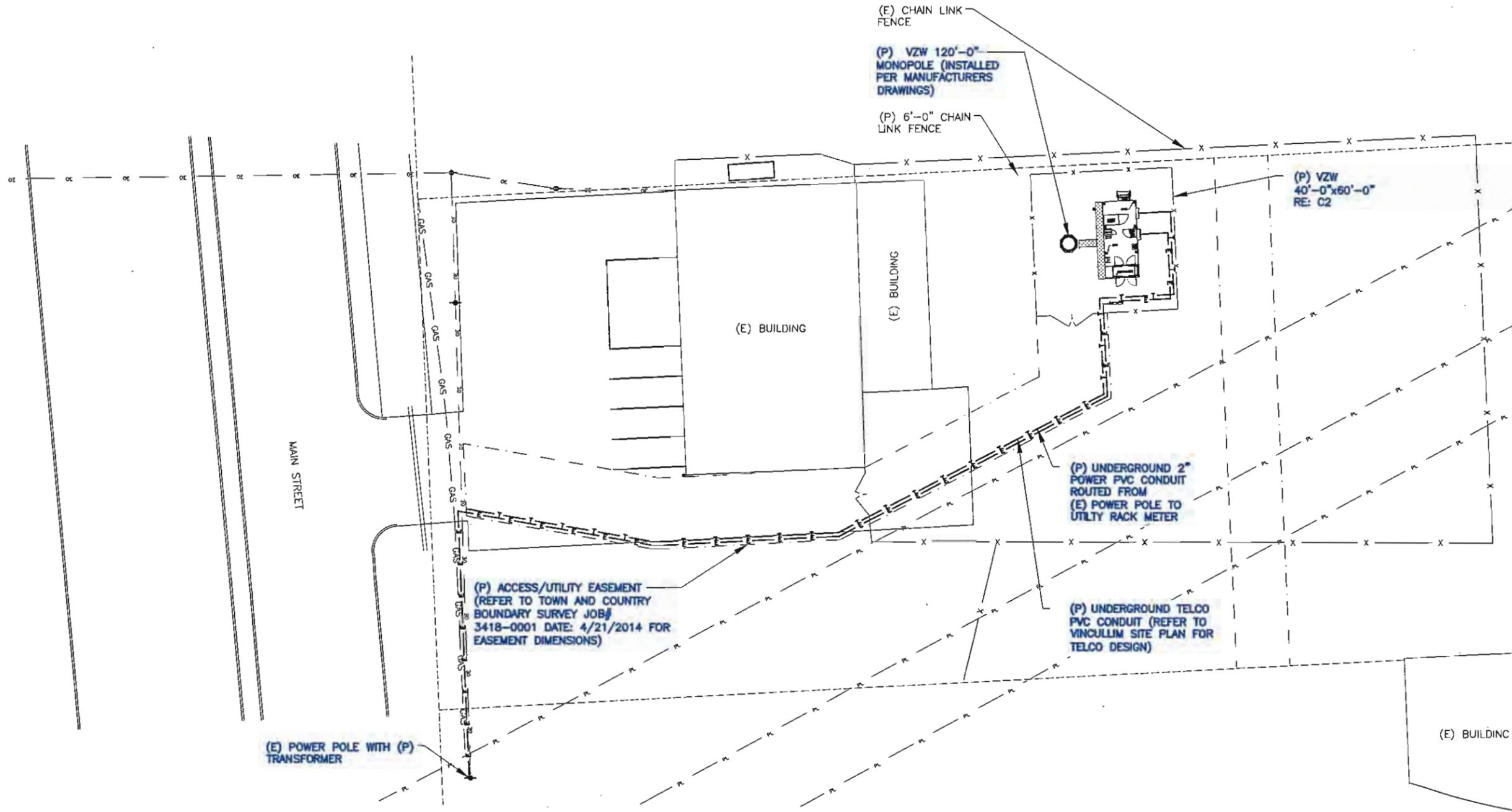
SHEET NAME: **TITLE SHEET**

REV. #:
 SHEET NUMBER: **T1**
 REVISION: **0**

DRAWN BY: AJW
 CHECKED BY: TKF

Z:\1155-Blackhawk - Monopole_recover.dwg - Sheet:1.1 - User: amcison - Dec 29, 2014 - 2:08pm

LEGEND	
CHAIN LINK FENCE	— X —
OVERHEAD ELECTRIC	— OE —
PIPE LINES	— PL — PL —
PROPERTY LINES	— — — —
EASEMENTS	— — — —
WOOD FENCE	— / / / / / / / /
ELECTRIC CONDUIT	— E — E —
TELCO CONDUIT	— T — T —
POWER POLE	●
WATER METER	⊕
STORM MANHOLE	⊙
TELEPHONE PEDESTAL	⊕
LIGHT POLE	⊕
PIPE LINE MARKER	⊕



1 OVERALL SITE PLAN
 1/32"=1'-0" (11x17)
 1/16"=1'-0" (22x34)

DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME. SEE SHEETS GN1 AND GN5 FOR ADDITIONAL CONSTRUCTION NOTES.

PLANS PREPARED BY:

609 S. KELLY AVENUE, STE. D EDMOND, OK 73003
 PH: (405) 348-5460 FAX: (405) 341-4625
 COA# F13220 EXP. 1/31/2016

PLANS PREPARED FOR:

NEW BUILD PROJECT
 14123 CICERO RD, HOUSTON, TX 77095

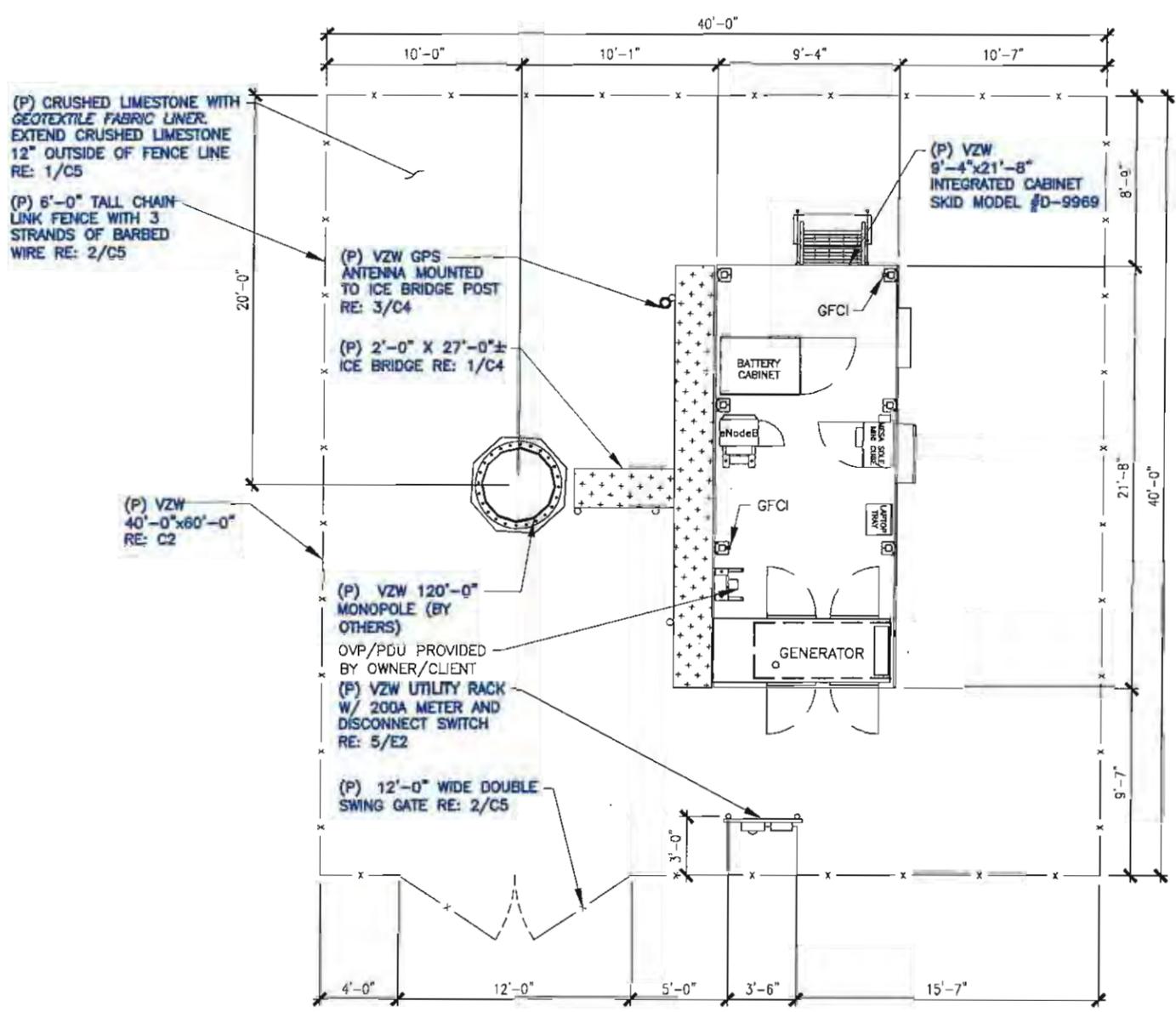
SITE INFORMATION:

BLACKHAWK
 273165
 1519 N. MAIN
 PEARLAND, TX 77581

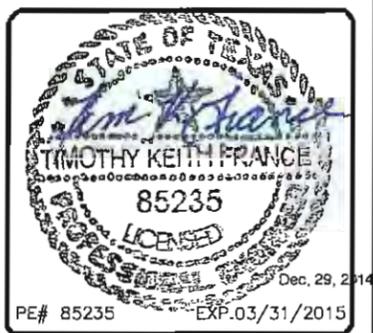
REVISIONS:	
NO.	DATE DESCRIPTION
A	12/03/14 PRELIMINARY ISSUE
B	12/15/14 PRELIMINARY ISSUE
D	12/29/14 FOR CONSTRUCTION
SHEET NAME: OVERALL SITE PLAN	
FDC #:	SHEET NUMBER: C1
REVISION: 0	
DRAWN BY: AJW CHECKED BY: TKF	

273165-Blackhawk - Monopole_recover.dwg - Sheet: C1 - User: amclean - Dec 29, 2014 - 2:06pm

Z:\3105-blackhawk - Monopole_recover.dwg - Sheet:UZ - User: omclean - Dec 29, 2014 - 2:06pm



1 ENLARGED SITE PLAN
 1/8"=1'-0" (11x17)
 1/4"=1'-0" (22x34)



DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME. SEE SHEETS GN1 AND GN5 FOR ADDITIONAL CONSTRUCTION NOTES.

PLANS PREPARED BY:

509 S. KELLY AVENUE, STE. D EDMOND, OK 73003
 PH: (405) 348-5460 FAX:(405) 341-4625
 COA# F13220 EXP. 1/31/2016

PLANS PREPARED FOR:

NEW BUILD PROJECT
 14123 CICERO RD, HOUSTON, TX 77095

SITE INFORMATION:

BLACKHAWK
 273165
 1519 N. MAIN
 PEARLAND, TX 77581

REVISIONS:	
NO.	DESCRIPTION
A	12/03/14 PRELIMINARY ISSUE
B	12/15/14 PRELIMINARY ISSUE
C	12/26/14 FOR CONSTRUCTION

SHEET NAME:
ENLARGED SITE PLAN

DC #:	SHEET NUMBER:	REVISION:
TBD	C2	0

DRAWN BY: AJW
 CHECKED BY: TKF

TOP OF (P) LIGHTNING ROD
ELEV = 131'-0" (MAX)

TOP OF (P) TOWER
W/1' FOUNDATION
ELEV = 121'-0" AGL

RAD CENTER OF (P)
VZW ANTENNAS
ELEV = 117'-0"

TOWER LIGHTNING ROD
(TO BE PROVIDED BY
OWNER & INSTALLED BY
CONTRACTOR PER TOWER
MANUFACTURER
SPECIFICATIONS)

(P) VZW ANTENNA (TYP.
2 PER SECTOR, 6 TOTAL)
REFER TO DETAIL 3/C3 FOR
ANTENNA SCHEDULE

- NOTES:
- CONTRACTOR IS TO REPAIR ALL DAMAGE RESULTING FROM CONSTRUCTION BACK TO PRE CONSTRUCTION CONDITION AT COMPLETION OF WORK.
 - CONTRACTOR SHALL COORDINATE SITE ACCESS TIMES AND EQUIPMENT STAGING LOCATIONS WITH LANDLORD.
 - TOWER IS TO SET ON IDENTIFIED CENTER POINT.
 - ICE BRIDGE LENGTH SHOWN IS RELATIVE. LENGTH AND EXACT ALIGNMENT WITH PLATFORM MAY VARY FROM DRAWING DIMENSIONS. ICE BRIDGE WILL APPROACH TOWER AS SHOWN.
 - THIS PLAN IS SHOWN TO CLARIFY THE RELATIONSHIP OF PROPOSED LESSEE WORK TO OVERALL SITE ONLY. CLS CONSULTING GROUP CLAIMS NO RESPONSIBILITY FOR THE LEGAL DESCRIPTIONS SHOWN. REFER TO SURVEY FOR SITE INFORMATION.
 - EXISTING UNDERGROUND UTILITIES ARE NOT SHOWN. CONTRACTOR IS TO LOCATE AND PROTECT EXISTING UNDERGROUND UTILITIES DURING CONSTRUCTION.
 - CONTRACTOR SHALL CLEAR AND LEVEL SITE AS REQUIRED FOR EQUIPMENT AND TOWER INSTALLATION.

NOTE

TOWER IS SHOWN FOR ILLUSTRATION ONLY AND FOR LOCATION OF APPURTENANCE(S); TOWER SHOWN IS A GRAPHIC REPRESENTATION ONLY, ACTUAL TOWER WILL VARY.

TOWER ANALYSIS DONE BY TOWER MANUFACTURER MOUNT ANALYSIS DONE BY OTHERS

ALL TOWER EQUIPMENT, CABLES, CONNECTIONS, AND APPENDAGES INSTALLED ON TOWER AS SHOWN ON THESE DRAWINGS ARE PER OWNER REQUIREMENTS. IT IS THE RESPONSIBILITY OF THE TOWER MANUFACTURER TO DETERMINE THE STRUCTURAL ADEQUACY OF THE TOWER TO SAFELY CARRY THE LOADS AND CONNECTIONS. TOWER MANUFACTURER TO SUPPLY STRUCTURAL ANALYSIS TO OWNER PRIOR TO CONSTRUCTION.

NOTE

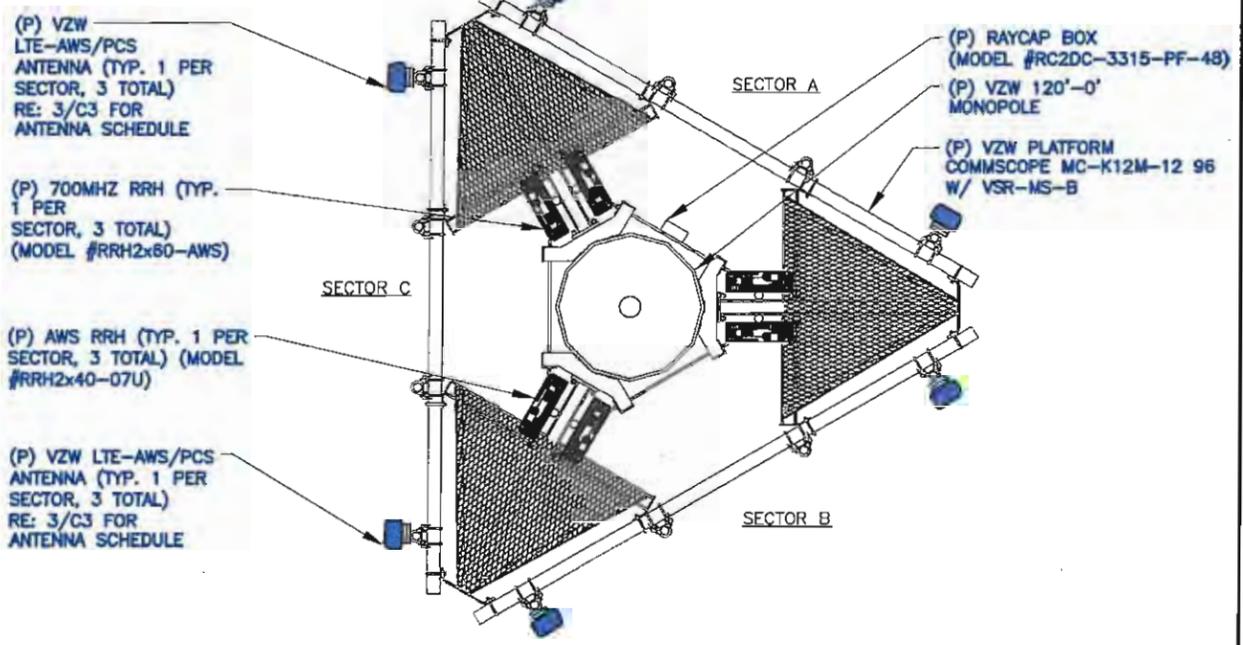
1. NO PLASTIC TIE WRAPS ALLOWED. SECURE WIRES AND GROUNDS WITH STAINLESS STEEL TIES AS NEEDED TO PREVENT MOVEMENT AND POTENTIAL HAZARDS.

NOTE

MOUNT IS SPECIFIED BY CLIENT/OWNER. CLIENT/OWNER ACCEPTS ANY AND ALL LIABILITY FOR USE AND HOLDS ENGINEER COMPLETELY HARMLESS.

NOTE

ANTENNA MOUNT(S) AND ANTENNAS ARE TO BE DESIGNED TO MEET LOCAL BUILDING CODES, AND ANSI/TIA-222-G STRUCTURAL STANDARDS FOR STEEL ANTENNAS SUPPORTING STRUCTURES.



4 PROPOSED PLATFORM PLAN
SCALE: N.T.S.

(1) NEW HYBRID CABLE
(6/12) (ROUTED PER
STRUCTURAL ANALYSIS)

(P) 120'-0" MONOPOLE
(INSTALL PER
MANUFACTURERS
DRAWINGS)

(P) AWNING

(P) EQUIPMENT

(P) ICE BRIDGE

(P) SKID

(P) CHAIN LINK FENCE

1 TOWER ELEVATION
SCALE: N.T.S.

2 NOT USED
SCALE: N.T.S.

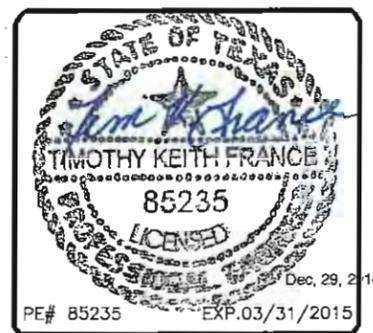
3 NEW SECTOR ANTENNA MOUNT
SCALE: N.T.S.

ANTENNA SECTOR	AZIMUTH IN DEGREES	MECHANICAL DOWN-TILT	MOUNT HEIGHT	ANTENNA QTY.	ANTENNA MODEL	CABLE LENGTH	CABLE SIZE	CABLE QTY.
SECTOR A	30°	0	117'-0"	2	(1) HBXX-6517DS-A2M (1) LNX-6515DS-A1M	159'-0"±	HYBRID CABLE (6/12)	1
SECTOR B	150°	0	117'-0"	2	(1) HBXX-6517DS-A2M (1) LNX-6515DS-A1M			
SECTOR C	270°	0	117'-0"	2	(1) HBXX-6517DS-A2M (1) LNX-6515DS-A1M			

NOTES:

- ALL CABLE LENGTHS ARE APPROXIMATE. CONTRACTOR TO VERIFY EXACT LENGTHS IN THE FIELD PRIOR TO CONSTRUCTION.
- CONTRACTOR TO VERIFY FINAL RF DESIGN PRIOR TO INSTALLATION.

ANTENNA AND COAX SCHEDULE
(PER CLIENT NCR, DATED: 11/26/14)



DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME. SEE SHEETS GN1 AND GN5 FOR ADDITIONAL CONSTRUCTION NOTES.

PLANS PREPARED BY:

609 S. KELLY AVENUE, STE. D EDMOND, OK 73003
PH: (405) 348-546D FAX:(405) 341-4625
COA# F13220 EXP. 1/31/2016

PLANS PREPARED FOR:

NEW BUILD PROJECT
14123 CICERO RD, HOUSTON, TX 77095

SITE INFORMATION:

BLACKHAWK
273165
1519 N. MAIN
PEARLAND, TX 77581

REVISIONS:

NO.	DATE	DESCRIPTION
A	12/03/14	PRELIMINARY ISSUE
B	12/15/14	PRELIMINARY ISSUE
O	12/29/14	FOR CONSTRUCTION

SHEET NAME:
ELEVATION AND ANTENNA PLAN

FOC #:
TBD

SHEET NUMBER:
C3

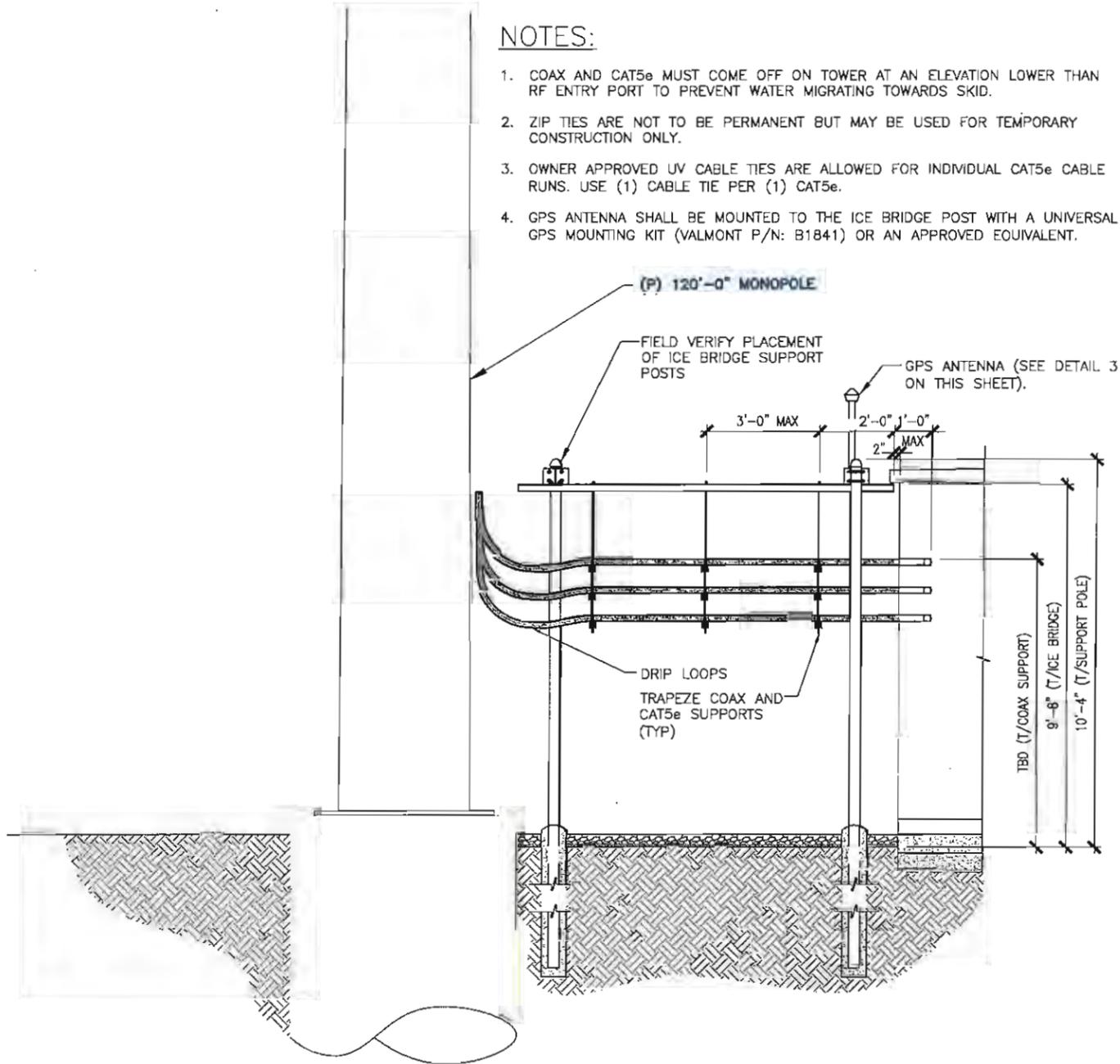
REVISION:
0

DRAWN BY: AJW
CHECKED BY: TKF

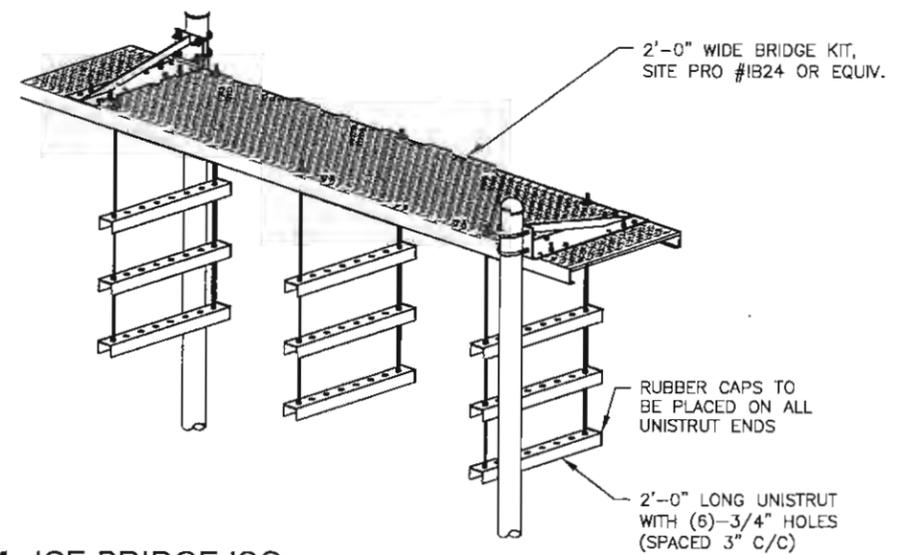
2/3/15-blackhawk - Monopole_recover.dwg - SheetC3 - User: omicron - Dec. 29, 2014 - 2:08pm

NOTES:

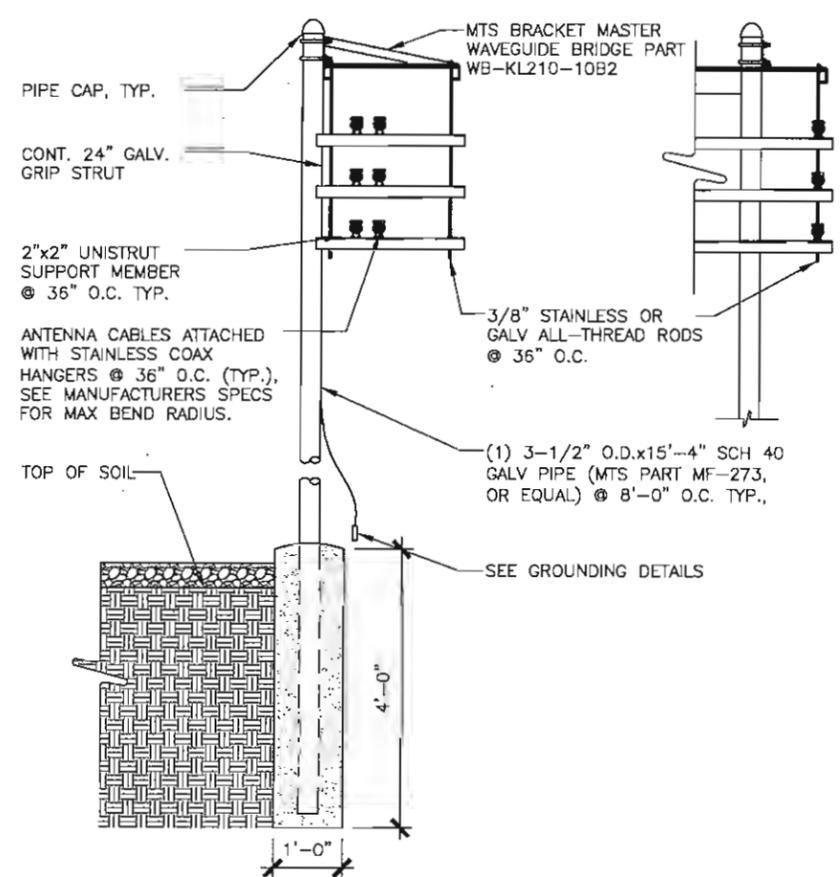
1. COAX AND CAT5e MUST COME OFF ON TOWER AT AN ELEVATION LOWER THAN RF ENTRY PORT TO PREVENT WATER MIGRATING TOWARDS SKID.
2. ZIP TIES ARE NOT TO BE PERMANENT BUT MAY BE USED FOR TEMPORARY CONSTRUCTION ONLY.
3. OWNER APPROVED UV CABLE TIES ARE ALLOWED FOR INDIVIDUAL CAT5e CABLE RUNS. USE (1) CABLE TIE PER (1) CAT5e.
4. GPS ANTENNA SHALL BE MOUNTED TO THE ICE BRIDGE POST WITH A UNIVERSAL GPS MOUNTING KIT (VALMONT P/N: B1841) OR AN APPROVED EQUIVALENT.



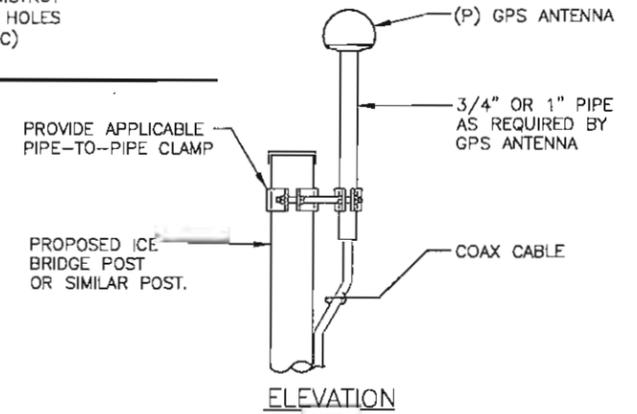
1 ICE BRIDGE ELEVATION
SCALE: N.T.S.



4 ICE BRIDGE ISO
SCALE: N.T.S.

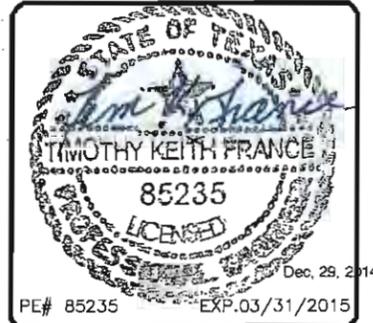


2 CABLE BRIDGE TRAPEZE ASSEMBLY
SCALE: N.T.S.



- NOTES:**
1. LOCATION OF ANTENNA MUST HAVE CLEAR VIEW OF SKY AND CANNOT HAVE ANY BLOCKAGES EXCEEDING 25% OF THE SURFACE AREA OF A HEMISPHERE AROUND THE GPS ANTENNA.
 2. ALL GPS ANTENNA LOCATIONS MUST BE ABLE TO RECEIVE CLEAR SIGNALS FROM A MINIMUM OF FOUR (4) SATELLITES. VERIFY WITH HANDHELD GPS BEFORE FINAL LOCATION OF GPS ANTENNA.

3 GPS ANTENNA MOUNTING DETAIL
SCALE: N.T.S.



DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME. SEE SHEETS GN1 AND GN5 FOR ADDITIONAL CONSTRUCTION NOTES.

PLANS PREPARED BY:

609 S. KELLY AVENUE, STE. D EDMOND, OK 73003
PH: (405) 348-5460 FAX:(405) 341-4625
COA# F13220 EXP. 1/31/2016

PLANS PREPARED FOR:

NEW BUILD PROJECT
14123 CICERO RD, HOUSTON, TX 77095

SITE INFORMATION:

BLACKHAWK
273165
1519 N. MAIN
PEARLAND, TX 77581

REVISIONS:	
NO.	DESCRIPTION
A	12/03/14 PRELIMINARY ISSUE
B	12/15/14 PRELIMINARY ISSUE
D	12/29/14 FOR CONSTRUCTION

SHEET NAME: ICE BRIDGE DETAILS

FDC #: TBD SHEET NUMBER: **C4** REVISION: 0

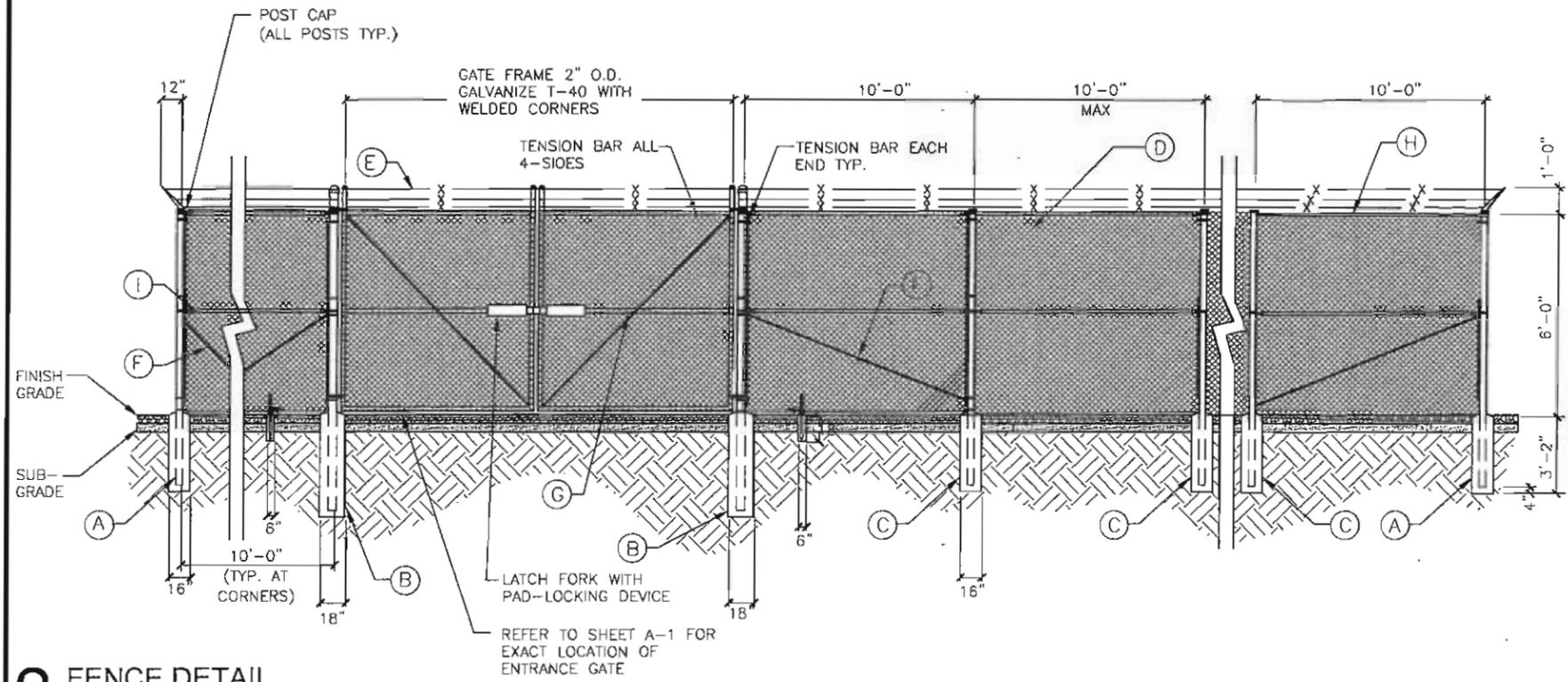
DRAWN BY: AJW CHECKED BY: TKF

2/3/15 - blackhawk - Monopole_recover.dwg - Sheet 4 - User: amclean - Dec 29, 2014 - 2:08pm

2/31bb-Blackhawk - Monopolis_recover.dwg - Sheet13D - User: amclean - Dec 29, 2014 - 2:06pm

2 FENCE DETAIL

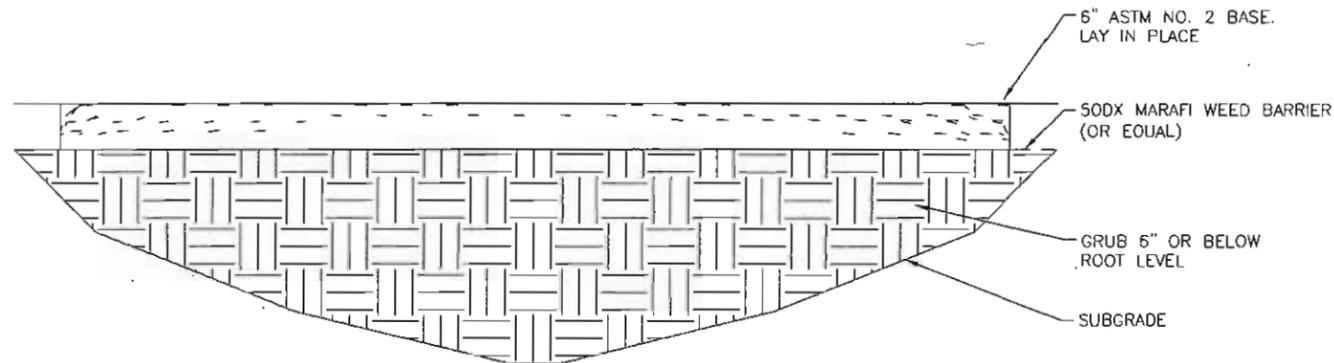
SCALE: N.T.S.



1. FABRIC TIES—SECURE FABRIC WITH 9 G2 GALVANIZED TIES TO LINE POSTS AT 14" O.C. AND TO RAILS AT 24" O.C. SECURE FABRIC TENSION WIRE WITH GALVANIZED HOG RINGS AT 24" O.C.
 2. POSTS TO BE SPACED 10'-0" O.C. MAX. SET IN CONCRETE HAVING A MINIMUM COMPRESSION STRENGTH OF 2500 P.S.I. AT 28 DAYS, CROWN TO SHED WATER, FOOTING SIZE TO BE IN ACCORDANCE WITH THE SCHEDULE SHOWN:
 3. ALL POSTS AND FRAME SHALL BE HOT DIP GALVANIZED COATED STEEL, 50,000 P.S.I. PER ASTM 463
 4. BRACE AND TRUSS ASSEMBLY AT EACH CORNER, TERMINAL AND GATE POSTS
 5. #7 GAUGE COIL SPRING BOTTOM TENSION WIRE
 6. ALL GALVANIZED PIPE TO CONFORM TO ASTM - A120
 7. ALL GALVANIZED CHAIN LINK TO CONFORM TO ASTM - A392
 8. ALL GALVANIZED FITTINGS TO CONFORM TO ASTM - A153
 9. ALL GATES SHALL HAVE "DUCK BILL" HOLD OPENS AT FULL OPEN
 10. ALL GATES SHALL HAVE AN IN GROUND PLUNGER ROD RECEIVER THAT ACCOMPANIES THE LATCH. (1-1/2" GALVANIZED PIPE TYP.)
 11. GATE SHALL HAVE FORK LATCH W/PAD (SHALL ACCEPT A PAD LOCK)
 12. INSTALL GATE STOP LATCH AT FULL OPEN ON EACH GATE INSTALL A 1-1/2" GALVANIZED PIPE 12" LONG INTO THE GROUND FOR THE CLOSED GATE LOCK GROUND STABILIZER
- (A) 3"Ø SCHED. 40 CORNER POST
 (B) 4"Ø SCHED. 40 GATE POST (GALVANIZED TO CONFORM TO ASTM-A120)
 (C) 2-5/8"Ø SCHED. 40 LINE POST (GALVANIZED TO CONFORM TO ASTM-A120)
 (D) 2" DIAMOND MESH #9 GAUGE X 5'-0" (MIN) (1.02 OZ.) ALL GALVANIZED CHAIN LINK TO CONFORM TO ASTM A392
 (E) 3 STRANDS OF CLASS III GALVANIZED BARBED WIRE (TYP.)
 (F) 5/8" ADJUSTABLE TRUSS ROD W/ TURNBUCKLE (GALVANIZED TYP.)
 (G) 2"Ø WELDED GATE FRAME (SCHED 40 PIPE TYP. W/ TENSION BAR AT ALL FOUR SIDES. (GALVANIZED)
 (H) WIRE TIES AT 24" O.C. TYPICAL
 (I) 1-5/8"Ø TOP BRACE (GALVANIZED PIPE TO CONFORM TO ASTM-A120)

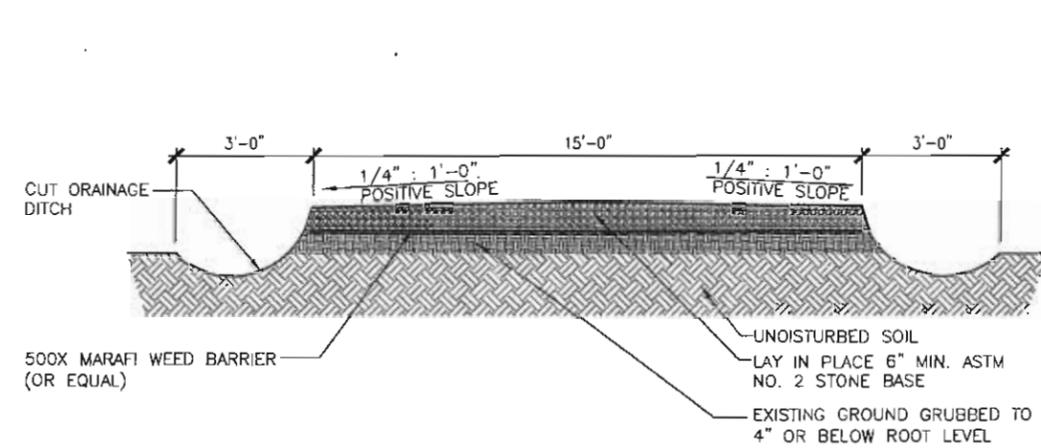
1 COMPOUND GROUND SECTION

SCALE: N.T.S.



3 NEW GRAVEL ACCESS DRIVE

SCALE: N.T.S.



STATE OF TEXAS
 TIMOTHY KEITH FRANCE
 85235
 LICENSED
 Dec. 29, 2014
 PE# 85235 EXP. 03/31/2015

DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME. SEE SHEETS GN1 AND GN5 FOR ADDITIONAL CONSTRUCTION NOTES.

PLANS PREPARED BY:

CLS Group
 TELECOMMUNICATIONS

609 S. KELLY AVENUE, STE. D EDMOND, OK 73003
 PH: (405) 348-5460 FAX: (405) 341-4625
 COA# F13220 EXP. 1/31/2016

PLANS PREPARED FOR:

verizonwireless
 NEW BUILD PROJECT
 14123 CICERO RD, HOUSTON, TX 77095

SITE INFORMATION:

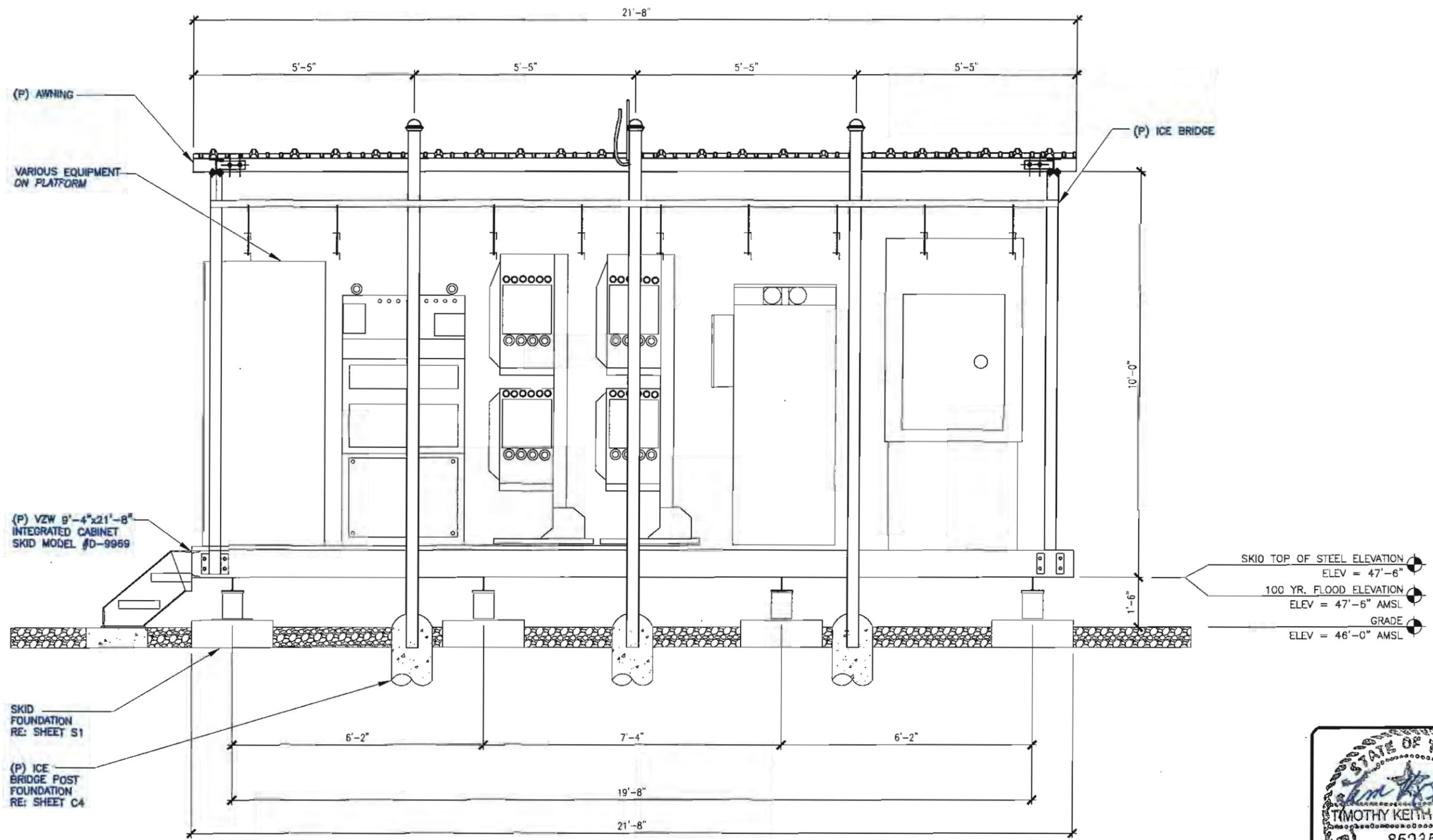
BLACKHAWK
 273165
 1519 N. MAIN
 PEARLAND, TX 77581

REVISIONS:	
NO.	DATE DESCRIPTION
A	12/03/14 PRELIMINARY ISSUE
B	12/15/14 PRELIMINARY ISSUE
D	12/29/14 FOR CONSTRUCTION

SHEET NAME: FENCING/COMPOUND DETAILS

FOC #: TBD SHEET NUMBER: **C5** REVISION: **0**

DRAWN BY: AJW CHECKED BY: TKF



1 SKID ELEVATION
SCALE: N.T.S.

STATE OF TEXAS

 TIMOTHY KEITH FRANCE
 85235
 LICENSED
 Dec. 29, 2014
 PE# 85235 EXP. 03/31/2015

DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME. SEE SHEETS GN1 AND GN5 FOR ADDITIONAL CONSTRUCTION NOTES.

PLANS PREPARED BY:

609 S. KELLY AVENUE, STE. D EDMOND, OK 73003
 PH: (405) 348-5460 FAX: (405) 341-4625
 COA# F13220 EXP. 1/31/2016

PLANS PREPARED FOR:

NEW BUILD PROJECT
 14123 CICERO RD, HOUSTON, TX 77095

SITE INFORMATION:

BLACKHAWK
 273165
 1519 N. MAIN
 PEARLAND, TX 77581

REVISIONS:	
NO.	DATE DESCRIPTION
A	12/03/14 PRELIMINARY ISSUE
B	12/16/14 PRELIMINARY ISSUE
C	12/29/14 FOR CONSTRUCTION

SHEET NAME:
SKID ELEVATION

FCR #:	SHEET NUMBER:	REVISION:
TBD	C6	0

DRAWN BY: AJW
 CHECKED BY: TKF

Z:\1155-Blackhawk - Monopole_recover.dwg - Sheet:06 - User: amcleon - Dec 29, 2014 - 2:06pm

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

AGENDA OF: April 27, 2015	ITEM NO.: Ord. No. 633-2
DATE SUBMITTED: 7 April 2015	DEPT. OF ORIGIN: Fire
PREPARED BY: Roland Garcia	PRESENTOR: Vance Riley
REVIEWED BY: CP	REVIEW DATE: 4-8-15
SUBJECT: Ordinance No. 633-2 An Ordinance of the City Council of the City of Pearland, Texas, amending Chapter 13, <i>Health and Sanitation</i> , Article II, Offensive Conditions, of the City of Pearland Code Of Ordinances, as it may have been, from time to time, amended; having a savings clause, a severability clause, and a repealer clause; providing for publication and codification.	
EXHIBITS: Ordinance 633-2: Memo dated 5 February 2015 and proposed Ordinance changes	

EXECUTIVE SUMMARY

BACKGROUND

The City of Pearland, like most cities, has ordinance provisions to provide a minimum standard of care for yards and lots to provide a basic standard. An ordinance recommendation and background information with comparisons has been previously shared and discussed by the City Council at an earlier meeting. Following the Council discussion at the last Council meeting, Section 13-17 (a) (4) has been removed from the proposed revisions (weeds on sidewalks and streets). Although there can be instances of yard material being put into public streets and walks, the proposed language is not essential. Furthermore, it has been determined that most of the Code Enforcement concerns will be captured by upcoming modifications to the Storm Drainage Ordinance.

Staff reviewed Code Enforcement cases from January 2014 to November 2014. Out of 2129 total cases, 361 were related to high grass and weeds. Also reviewed, were sections related to the City's Code of Ordinances, in order to determine if changes were needed to improve enforcement processes.

After reviewing the City's Code of Ordinances related to enforcement of high grass, weeds, and brush, the following changes are recommended:

- Article II. Change the title from Offensive Conditions to Weeds and other Offensive Conditions for clear understanding of the section.

- Sec. 13-16. Definitions, add a definition of Brush as it is not currently defined in the ordinance.
- Sec. 13-17. (a) Weeds. (1), (3). Change the height of allowable weed growth from 12 inches to 9 inches, to assist in early maintenance of high weeds and grass.
- Sec. 13-17. (b). Remove the section titled Offensive vegetation because it is repeated in sections (e) and (f) and therefore not necessary.
- Sec. 13-17. (b). Add a section titled Undeveloped land for enforcement of Weeds and Offensive conditions on undeveloped land abutting developed properties.
- Sec. 13-18. (b). Add a section explaining that 2 notices of violations within a 6 week period will result in the City taking action to remedy the condition, including assessment of costs.

SCOPE OF CONTRACT

N/A

BID AND AWARD

N/A

SCHEDULE

Upon approval.

POLICY/GOAL CONSIDERATION

Changes to City Ordinance

Article II

Sec. 13-16. Definitions. Brush

Sec. 13-17. Weeds and Offensive conditions

Sec. 13-17. (a) Weeds. (1), (3)

Sec. 13-17. (b) Undeveloped land

Sec. 13-18. Notice to owner to remedy or remove the condition-Generally (b)

CURRENT AND FUTURE FUNDING /FINANCIAL IMPACTS

N/A

O&M IMPACT INFORMATION

N/A

RECOMMENDED ACTION

Approval of ordinance changes.

ORDINANCE NO. 633-2

An Ordinance of the City Council of the City of Pearland, Texas, amending Chapter 13, *Health and Sanitation*, Article II, Offensive Conditions, of the City of Pearland Code Of Ordinances, as it may have been, from time to time, amended; having a savings clause, a severability clause, and a repealer clause; providing for publication and codification.

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

Section 1. That Article II of Chapter 13, *Offensive Conditions*, of the City of Pearland Code of Ordinances, is hereby amended to read as follows:

“Article II Weeds and other Offensive Conditions

Sec. 13-16. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Rubbish means nondecayable waste from a public or private establishment or residence.

Swimming pool means any structure, basin, chamber or tank containing a body of water utilized for private or public swimming, diving, bathing or the immersion or partial immersion therein of human beings, and having a depth of two (2) feet or more at any point, and located on premises outside of a residence, building or other structure. This definition shall also include hot tubs, whirlpools, and spas that are located outside of a residence, building or other structure and meeting the above water depth criteria.

Weeds means all rank and uncultivated vegetable growth or matter that may create an unsanitary condition, or become a harborage for rodents, vermin, or other disease-carrying pests, regardless of the height of the weeds.

Brush means trees, bushes, or shrubbery less than seven (7) feet in height which is not cultivated or cared for by a person who owns or controls the premises on which the brush exists.

(Ord. No. 633, § 1, 7-27-92; Ord. No. 633-1, § 1, 10-28-02)

Sec. 13-17. – ~~Unsanitary or hazardous conditions unlawful.~~ Weeds and Offensive conditions

ORDINANCE NO. 633-2

(a) *Weeds.*

(1) A person, owner, tenant, agent or person responsible for any premises, occupied or unoccupied, commits an offense if said person permits or allows weeds to grow on the premises to a greater height than ~~twelve (12)~~ **nine (9)** inches. Said premises shall include, but not be limited to, the parkway between sidewalk and the curb; the right-of-way between any fence, wall or barrier and the curb or pavement if such exists or the center line of said right-of-way; or the area between a fence, wall or barrier and within any abutting drainage channel easement to the top of such channel closest to the property.

(2) It shall be a defense to subsection (a)(1) that such vegetation upon such property is actually being used for agricultural purposes.

(3) With respect to uncultivated agricultural properties or tracts of land that contain no structures used or designed for human occupancy for residential or commercial purposes, a person, owner, tenant, agent or person responsible for such property commits an offense if said person permits or allows weeds to grow to greater height than twenty-four (24) inches within fifty (50) feet from any adjacent property under different ownership or any street right-of-way. However, on cultivated agricultural properties where the distance between the growing crop and abutting property under different ownership or street right-of-way is less than fifty (50) feet, the person, owner, tenant, agent or person responsible for such property commits an offense if said person permits or allows weeds to grow to a greater height than ~~twelve (12)~~ **nine (9)** inches.

~~(b) *Offensive vegetation.* It shall be unlawful for any owner, tenant, lessee, agent, or occupant of any premises to permit any vegetation to grow, regardless of height, upon such premises owned, leased, occupied, or controlled by such person, so that such vegetation becomes offensive or emits foul or noxious odors, or becomes a breeding place for flies or insects, or becomes in any way injurious to the public health.~~

~~*Undeveloped land.* Undeveloped land shall be cleared of all brush and undergrowth for a minimum distance of one hundred (100) feet where abutting developed areas and a minimum distance of fifty (50) feet along all abutting roadways. The requirements of Subsection (a) (1) above shall apply to the portions of undeveloped land that are within fifty (50) feet of abutting developed areas or twenty-five (25) feet of abutting public roadways.~~

(c) *Swimming pools.* A person, owner, tenant, agent or person responsible for any premises, occupied or unoccupied, commits an offense if said person maintains a swimming pool in a manner that creates an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or disease-carrying pests.

(d) *Rubbish.* A person, owner, tenant, agent or person responsible for any premises, occupied or unoccupied, commits an offense if said person keeps, stores, or accumulates thereon rubbish, including newspapers, abandoned vehicles, refrigerators, stoves, furniture, tires, and cans, on said premises for ten (10) days or

ORDINANCE NO. 633-2

more, unless the rubbish is completely enclosed in a building and not visible from a public street or the premises is lawfully operated as a landfill.

- (e) *Insects.* A person, owner, tenant, agent or person responsible for any premises, occupied or unoccupied, commits an offense if said person permits or allows upon those premises:
 - (1) A condition or place that is a breeding place for flies; or
 - (2) A collection of water that is a breeding place for mosquitoes.
- (f) *Unsanitary conditions.* A person, owner, tenant, agent or person responsible for any premises, occupied or unoccupied, commits an offense if said person maintains those premises in a manner that creates an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or disease-carrying pests.

Sec. 13-18. - Notice to owner to remedy or remove condition—Generally.

(a) Whenever any condition described in this article is found to exist on any premises within the city, and the City of Pearland intends to utilize the subsequent provisions of this article to correct or remove the condition and assess the costs against the premises, the city shall notify the owner of such premises, in writing, to correct, remedy or remove the condition within ten (10) days after such notice and it shall be unlawful for any person to fail to comply with such notice.

(b) If the notice described in Subsection (a) must be given two (2) times within a six week period for any premises within the city, due to the reoccurrence thereon of a condition described in this article, then the owner of such premises shall be deemed to have notice of all subsequent reoccurrences of the same offensive condition upon the same premises for a period of twelve (12) months from the date of the said second notice, and no additional notices shall be necessary during that period for the City to provide before taking action to remedy the condition and assess the costs of such remedy against the premises.

Sec. 13-19. - Same—How given.

The notice provided for by this article shall be served personally on the owner to whom it is directed or shall be given by letter addressed to such owner at his last known post office address. In the event personal service cannot be made and the owner's address is unknown, such notice shall be given by publication at least two (2) times within ten (10) consecutive days in a newspaper of general circulation published within the city.”

ORDINANCE NO. 633-2

Section 2. **Repealer.** All previously adopted water and sewer rate schedules in conflict herewith shall be and are hereby repealed but only to the extent of such conflict.

Section 3. **Savings.** All rights and remedies which have accrued in favor of the City under this Chapter and amendments thereto shall be and are preserved for the benefit of the City.

Section 4. **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 5. **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.

Section 6. **Publication.** 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.

Section 7. **Effective Date.** This Ordinance shall become effective immediately upon passage.

ORDINANCE NO. 633-2

PASSED and APPROVED on First Reading this the _____ day of
_____, A. D., 2015.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

PASSED and APPROVED on Second and Final Reading this the _____ day of
_____, A. D., 2015.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY



Memo

To: Clay Pearson, City Manager

From: Vance Riley, Fire Chief *VR*

CC: Jon Branson, Deputy City Manager; Tre Epperson, Assistant City Manager; Darrin Coker, C Nghiem Doan, Deputy City Attorney

Date: 5 February 2015

Re: High Grass, Weeds & Brush Enforcement

2/9/2015

To: Mayor and City Council members
Background on community conditions that staff has reviewed and will be asking for consideration to update and improve our ordinances.
Clay

As you requested, we have reviewed Code Enforcement processes for high grass, weeds and brush.

- **Code Cases from January 2014 to November 2014**
 - Total Code cases – 2129
 - High grass and weeds – 361 – 17% of total cases
 - Force mows – 31 – 8% of high grass & weeds cases and 2% of total cases
 - No real change from 2012, 2013, and 2014

We are unable to easily generate a report in HTE on repeat offenders. Based on experience, out of the 361 total high grass and weed cases, 25 are repeat offenders, but several comply after a courtesy call.

Some repeat offenders have several vacant lots along the primary corridors. We call the property owners when we see they are getting high. The property's owner usually will comply quickly, but each time we are having to call them to mow. We do not believe it is the best use of Code Enforcement time to continue this practice. Each property owner should be responsible for checking their own property. Some examples are: vacant lots on Main between John Lizer and Oiler, vacant lot on River Walk, lots on Province Village, vacant lots on Broadway near O'Day, and lots behind Golden Corral and Raising Cane.

Some of the issues faced by Code Enforcement in trying to keep properties presentable are:

- Property owners do not all mow at the same time, leaving hills of high grass up to 12 inches at the street. The unevenness along the road is not appealing to view.
- Areas well over the 12 inches due to owners not maintaining as directed by the ordinance.

- Property owners hire lawn contractors to mow their vacant lots but sometimes are taken advantage of because the owner lives out of town and cannot check that the work is being done. We have seen many cases like this.

The time given to correct violations is ten (10) days and we do not propose to change that timeframe.

We do fairly well in gaining compliance considering only 17% of our total Code Enforcement cases are for high grass and weeds. We spend on average, less than \$6000 a year on force mows and clean-up. These property owners do receive invoices for the services and if not paid, liens are placed on the property.

We are currently working with Parks and PW to address the ROW's. We are looking to reduce cost by asking property owners, on main corridors, to maintain them as per the City's ordinance. An educational letter is also being generated and will be sent out to property owners. The letter will inform owners that the City will no longer be mowing the ROW's in front of their property and the responsibility will now be theirs.

After reviewing the processes, reviewing surrounding city's ordinances and working with our City Legal Department we respectfully recommend the following changes to our ordinance addressing this issue (please see attachment for proposed changes in red):

- Change the name of the ordinance from Offensive Conditions to Weeds and other Offensive Conditions
- Add a definition of Brush to the ordinance. Example: Dickinson; *Brush* shall include all trees or shrubbery under seven feet in height which are not cultivated or cared for.
 - Example: Friendswood; *Brush* means and includes all trees or shrubbery under seven feet in height which are not cultivated or cared for by persons owning or controlling the premises.
- Add a section addressing grass and weeds growing over sidewalks.
 - Example: Friendswood – Sec 26-106(c) It is unlawful for any person to permit or allow any weeds, filth or rubbish of any kind to remain on any sidewalk in front of or at the side of any premises owned by such person, or in the street, to the middle of, in front of or at the side of any premises owned or controlled by such person, or upon an alley or drainage easement that may be adjacent to any lots owned or controlled by such person.
- Change the allowable height of grass and weeds from 12" to 9". It is a minor change but may give us a head start on properties we know will become a problem.
 - Examples:
 - Friendswood – 9"
 - Missouri City – 9"
 - Sugarland – 9"
 - Galveston – 9"
 - League City – 12 "
 - Dickinson – 12"

- Add a section to reduce the workload of repeat notifications. If a property owner is notified twice within a six (6) week period of the same condition problem then no additional notices will be required for the city to take action.
- Add a section for undeveloped land that abuts developed properties.

If you have any questions, please do not hesitate to contact us. Thank you for your time and consideration.

Article II **Weeds and other** Offensive Conditions

Sec. 13-16. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Rubbish means nondecayable waste from a public or private establishment or residence.

Swimming pool means any structure, basin, chamber or tank containing a body of water utilized for private or public swimming, diving, bathing or the immersion or partial immersion therein of human beings, and having a depth of two (2) feet or more at any point, and located on premises outside of a residence, building or other structure. This definition shall also include hot tubs, whirlpools, and spas that are located outside of a residence, building or other structure and meeting the above water depth criteria.

Weeds means all rank and uncultivated vegetable growth or matter that may create an unsanitary condition, or become a harborage for rodents, vermin, or other disease-carrying pests, regardless of the height of the weeds.

Brush means trees, bushes, or shrubbery less than seven (7) feet in height which is not cultivated or cared for by a person who owns or controls the premises on which the brush exists.

(Ord. No. 633, § 1, 7-27-92; Ord. No. 633-1, § 1, 10-28-02)

Sec. 13-17. – ~~Unsanitary or hazardous conditions unlawful.~~ **Weeds and Offensive conditions**

(a) *Weeds.*

(1) A person, owner, tenant, agent or person responsible for any premises, occupied or unoccupied, commits an offense if said person permits or allows weeds to grow on the premises to a greater height than ~~twelve (12)~~ **nine (9)** inches. Said premises shall include, but not be limited to, the parkway between sidewalk and the curb; the right-of-way between any fence, wall or barrier and the curb or pavement if such exists or the center line of said right-of-way; or the area between a fence, wall or barrier and within any abutting drainage channel easement to the top of such channel closest to the property.

(2) It shall be a defense to subsection (a)(1) that such vegetation upon such property is actually being used for agricultural purposes.

(3) With respect to uncultivated agricultural properties or tracts of land that contain no structures used or designed for human occupancy for residential or commercial purposes, a person, owner, tenant, agent or person responsible for such property commits an offense if said person permits or allows weeds to grow to greater height than twenty-four (24) inches within fifty (50) feet from any adjacent property under different ownership or any street right-of-way. However, on cultivated agricultural properties where the distance between the growing crop and abutting property under different ownership or street right-of-way is less than fifty (50) feet, the person, owner, tenant, agent or person responsible for such property commits an offense if said person permits or allows weeds to grow to a greater height than ~~twelve (12)~~ **nine (9)** inches.

(4) **It is unlawful for any person to permit or allow any weeds, overgrown grass, or grass clippings to remain on:**

(A) **any part of a sidewalk that abuts any premises owned or controlled by such person; or**

(B) **any part of a street up to the centerline thereof, that abuts any premises owned or controlled by such person.**

(b) ~~*Offensive vegetation.* It shall be unlawful for any owner, tenant, lessee, agent, or occupant of any premises to permit any vegetation to grow, regardless of height, upon such premises owned, leased, occupied, or controlled by such person, so that such vegetation becomes offensive or emits foul or~~

~~noxious odors, or becomes a breeding place for flies or insects, or becomes in any way injurious to the public health.~~

~~*Undeveloped land.* Undeveloped land shall be cleared of all brush and undergrowth for a minimum distance of one hundred (100) feet where abutting developed areas and a minimum distance of fifty (50) feet along all abutting roadways. The requirements of Subsection (a) (1) above shall apply to the portions of undeveloped land that are within fifty (50) feet of abutting developed areas or twenty-five (25) feet of abutting public roadways.~~

- (c) *Swimming pools.* A person, owner, tenant, agent or person responsible for any premises, occupied or unoccupied, commits an offense if said person maintains a swimming pool in a manner that creates an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or disease-carrying pests.
- (d) *Rubbish.* A person, owner, tenant, agent or person responsible for any premises, occupied or unoccupied, commits an offense if said person keeps, stores, or accumulates thereon rubbish, including newspapers, abandoned vehicles, refrigerators, stoves, furniture, tires, and cans, on said premises for ten (10) days or more, unless the rubbish is completely enclosed in a building and not visible from a public street or the premises is lawfully operated as a landfill.
- (e) *Insects.* A person, owner, tenant, agent or person responsible for any premises, occupied or unoccupied, commits an offense if said person permits or allows upon those premises:
 - (1) A condition or place that is a breeding place for flies; or
 - (2) A collection of water that is a breeding place for mosquitoes.
- (f) *Unsanitary conditions.* A person, owner, tenant, agent or person responsible for any premises, occupied or unoccupied, commits an offense if said person maintains those premises in a manner that creates an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or disease-carrying pests.

Sec. 13-18. - Notice to owner to remedy or remove condition—Generally.

(a) Whenever any condition described in this article is found to exist on any premises within the city, and the City of Pearland intends to utilize the subsequent provisions of this article to correct or remove the condition and assess the costs against the premises, the city shall notify the owner of such premises, in writing, to correct, remedy or remove the condition within ten (10) days after such notice and it shall be unlawful for any person to fail to comply with such notice.

(b) ~~If the notice described in Subsection (a) must be given two (2) times within a six week period for any premises within the city, due to the reoccurrence thereof of a condition described in this article, then the owner of such premises shall be deemed to have notice of all subsequent reoccurrences of the same offensive condition upon the same premises for a period of twelve (12) months from the date of the said second notice, and no additional notices shall be necessary during that period for the City to provide before taking action to remedy the condition and assess the costs of such remedy against the premises.~~

Sec. 13-19. - Same—How given.

The notice provided for by this article shall be served personally on the owner to whom it is directed or shall be given by letter addressed to such owner at his last known post office address. In the event personal service cannot be made and the owner's address is unknown, such notice shall be given by publication at least two (2) times within ten (10) consecutive days in a newspaper of general circulation published within the city.

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

AGENDA OF:	04/27/2015	ITEM NO.: Resolution No. R2015-65
DATE SUBMITTED:	4/15/2015	DEPT. OF ORIGIN: Finance
PREPARED BY:	Rick Overgaard	PRESENTOR: Claire Bogard
REVIEWED BY:	Jon R. Branson	REVIEW DATE: April 22, 2015
SUBJECT: Resolution 2015- 65- A Resolution of the City Council of the City of Pearland, Texas, accepting the City's Investment Report for the quarter ending March 2015.		
EXHIBITS: Resolution 2015-65 March 2015 Investment Report		
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: 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 \$111.1 million, down \$5.6 million from the December 2014 report. The decrease is primarily because of debt service payments that were due March 1st. The portfolio has an average yield to maturity for the quarter of .42%, which is higher than the City's average agency note benchmark of .21%, equivalent to the weighted average maturity of the portfolio, and higher than the 1 year T-Bill benchmark of .22% for the quarter. At March 31, 2015 the portfolio composition was 68% in cash, 18% in CDs and 14% in agency notes.

March 2015 quarter-end highlights are included below, along with December, September, and June for comparative purposes.

	June 2014	September 2014	December 2014	March 2015
Beginning Book Value	\$ 94,239,639	\$ 85,261,339	\$ 84,725,083	\$ 116,770,464
Ending Book Value	\$ 85,261,339	\$ 84,725,083	\$ 116,770,464	\$ 111,147,223
Change in Portfolio	\$ 8,978,300	\$ (536,256)	\$ 32,045,381	\$ 5,623,241
Interest Earned	\$ 96,714	\$ 105,226	\$ 105,363	\$ 119,075
Weighted Average Maturity	377 Days	344 Days	276 Days	277 Days
Yield to Maturity	.48%	.48%	.42%	.42%
One Year T-Bill Benchmark	.11%	.13%	.15%	.22%
Agency Benchmark	.14%	.16%	.20%	.21%
Portfolio Composition:				
Cash	56%	58%	72%	68%
CD	19%	19%	16%	18%
Agency Notes	25%	23%	12%	14%

Also, as a comparison, Texpool, the State local government investment pool, is yielding .05% with a weighted average maturity of 50 days. The full report is attached. The staff investment committee met on April 20, 2015 to review the report.

RECOMMENDED ACTION

Consideration and approval of Resolution 2015 – 65 , a Resolution of the City Council of the City of Pearland, Texas, accepting the City's Investment Report for the quarter ending March 2015.

RESOLUTION NO. R2015-65

A Resolution of the City Council of the City of Pearland, Texas, accepting the City's Investment Report for the quarter ending March 2015.

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 March 2015.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, A.D., 2015.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY



**City of Pearland
Quarterly Investment Report
December 31, 2014 to March 31, 2015**



This report is prepared for the City of Pearland in accordance with Chapter 2256 of the Public Funds Investment Act (PFIA). Section 2256.023 (a) of the PFIA states that "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the Investment Officer and includes the disclosures required in the PFIA.

Month	Market Value	Book Value	Unrealized Gain/Loss	YTM @ Cost	Treasury 1 Year	Interest Earned	Days To Maturity
1/31/2015	124,396,126.05	124,277,030.82	119,095.23	0.39	0.20	39,107.74	235
2/28/2015	112,140,178.39	112,097,481.39	42,697.00	0.45	0.22	37,352.71	305
3/31/2015	111,327,672.28	111,147,223.49	180,448.79	0.43	0.25	42,615.01	295
Total / Average	115,954,658.91	115,840,578.57	114,080.34	0.42	0.22	119,075.46	277

Claire Bogard
Claire Bogard, Finance Director

4.17.15
Date

Rick Overgaard
Rick Overgaard, Assistant Finance Director

4/15/15
Date



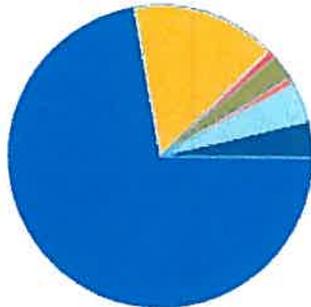
City of Pearland Distribution by Security Type - Book Value Report Group: Pearland

Begin Date: 12/31/2014, End Date: 3/31/2015

Security Type Allocation

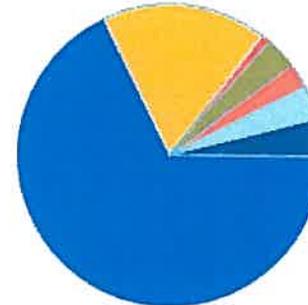
Security Type	Book Value 12/31/2014	% of Portfolio 12/31/2014	Book Value 3/31/2015	% of Portfolio 3/31/2015
Cash	84,158,299.60	72.07	75,270,543.36	67.72
Certificate Of Deposit	18,113,044.83	15.51	19,601,044.83	17.64
FAMC Bond	998,348.16	0.85	998,458.12	0.90
FFCB Bond	3,014,888.33	2.58	3,788,836.07	3.41
FHLB Bond	1,000,530.26	0.86	3,000,764.61	2.70
FHLMC Bond	4,995,433.86	4.28	3,996,020.23	3.60
FNMA Bond	4,489,918.93	3.85	4,491,556.27	4.04
Total / Average	116,770,463.97	100.00	111,147,223.49	100.00

Portfolio Holdings as of 12/31/2014



- 72.07%-Cash
- 15.51%-Certificate O...
- 0.85%-FAMC Bond
- 2.58%-FFCB Bond
- 0.86%-FHLB Bond
- 4.28%-FHLMC Bond
- 3.85%-FNMA Bond

Portfolio Holdings as of 3/31/2015



- 67.72%-Cash
- 17.64%-Certificate O...
- 0.9%-FAMC Bond
- 3.41%-FFCB Bond
- 2.7%-FHLB Bond
- 3.6%-FHLMC Bond
- 4.04%-FNMA Bond



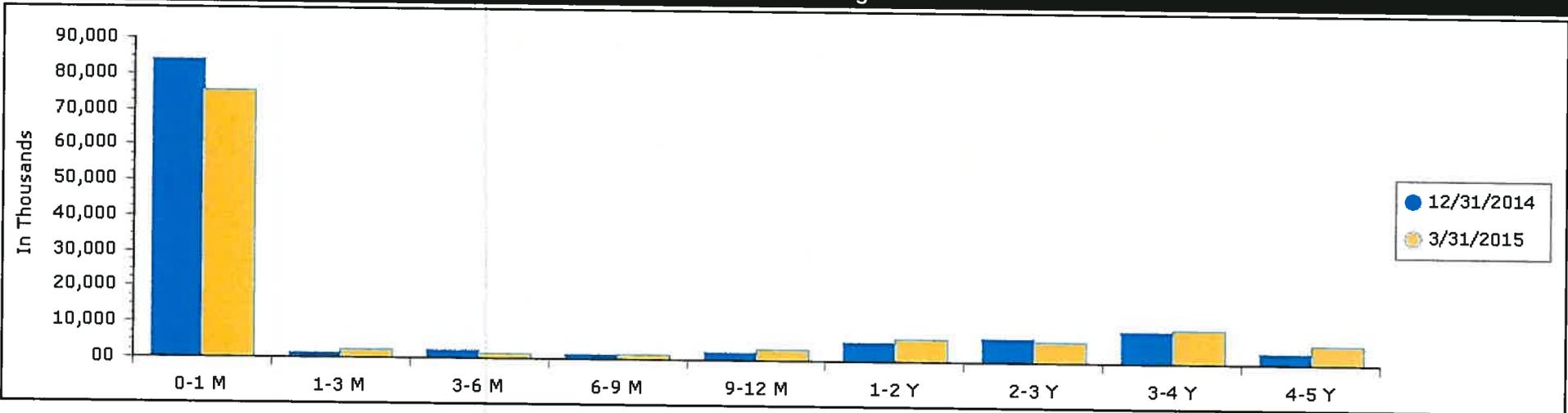
City of Pearland Distribution by Maturity Range - Book Value Report Group: Pearland

Begin Date: 12/31/2014, End Date: 3/31/2015

Maturity Range Allocation

Maturity Range	Book Value 12/31/2014	% of Portfolio 12/31/2014	Book Value 3/31/2015	% of Portfolio 3/31/2015
0-1 Month	84,158,299.60	72.07	75,270,543.36	67.72
1-3 Months	1,488,000.00	1.27	2,236,044.83	2.01
3-6 Months	2,236,044.83	1.91	1,500,866.11	1.35
6-9 Months	1,500,782.43	1.29	1,492,000.00	1.34
9-12 Months	2,491,812.50	2.13	3,240,267.89	2.92
1-2 Years	5,713,000.00	4.89	6,209,000.00	5.59
2-3 Years	6,972,534.27	5.97	5,981,549.81	5.38
3-4 Years	8,977,990.34	7.69	9,721,951.49	8.75
4-5 Years	3,232,000.00	2.77	5,495,000.00	4.94
Total / Average	116,770,463.97	100.00	111,147,223.49	100.00

Portfolio Holdings



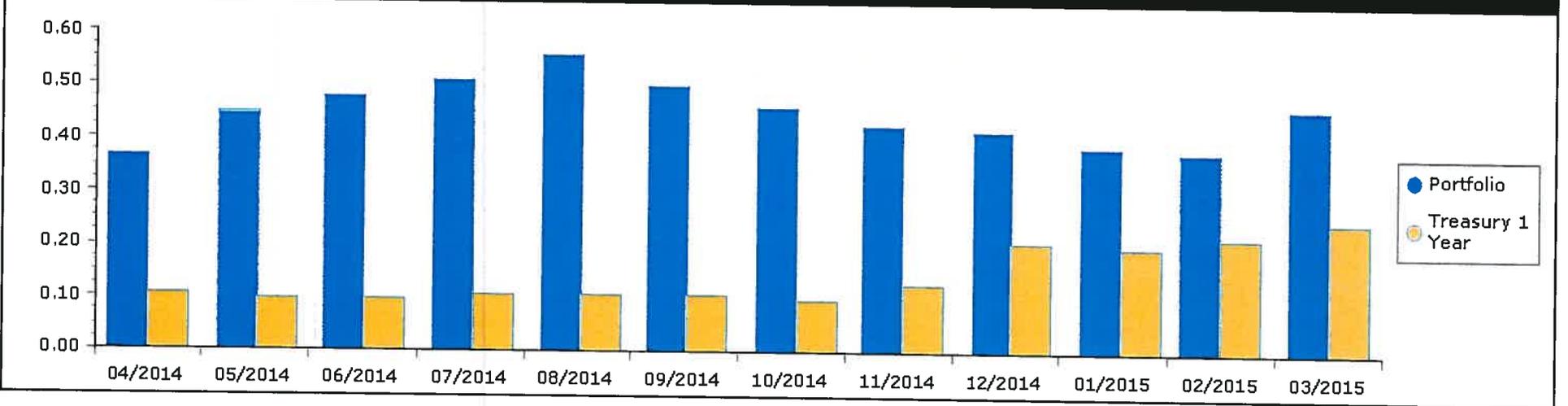


City of Pearland Total Rate of Return - Book Value by Month Report Group: Pearland

Begin Date: 4/30/2014, End Date: 3/31/2015

Month	Beginning BV + Accrued Interest	Interest Earned During Period-BV	Realized Gain/Loss-BV	Investment Income-BV	Average Capital Base-BV	TRR-BV	Annualized TRR-BV	Treasury 1 Year
4/30/2014	94,270,572.15	28,967.04	0.00	28,967.04	93,833,614.29	0.03	0.37	0.11
5/31/2014	93,447,155.84	33,379.25	0.00	33,379.25	89,706,328.99	0.04	0.45	0.10
6/30/2014	88,375,381.71	34,634.25	0.00	34,634.25	86,745,085.20	0.04	0.48	0.10
7/31/2014	85,308,434.38	35,639.56	0.00	35,639.56	83,970,442.50	0.04	0.51	0.11
8/31/2014	83,452,369.63	36,360.53	0.00	36,360.53	77,818,355.95	0.05	0.56	0.11
9/30/2014	72,318,240.52	33,241.64	0.00	33,241.64	79,225,155.63	0.04	0.50	0.11
10/31/2014	84,809,719.57	34,801.13	0.00	34,801.13	90,135,349.61	0.04	0.46	0.10
11/30/2014	93,138,983.16	33,574.18	0.00	33,574.18	93,610,284.55	0.04	0.43	0.13
12/31/2014	95,339,029.49	36,988.14	0.00	36,988.14	106,882,498.41	0.03	0.42	0.21
1/31/2015	116,816,482.20	39,107.74	0.00	39,107.74	120,505,050.64	0.03	0.39	0.20
2/28/2015	124,334,653.20	37,352.71	0.00	37,352.71	117,406,189.50	0.03	0.38	0.22
3/31/2015	112,172,556.75	42,615.01	140.62	42,755.63	112,015,809.89	0.04	0.46	0.25

Annualized TRR-BV





City of Pearland Portfolio Holdings by Security Type Report Group: Pearland

Date: 3/31/2015

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
Cash								
Wells Fargo Cash		7/21/2010	264,669.07	100.00	264,669.07	0.24%	None	1
WF9871	264,669.07	0.11	264,669.07	0.11		0.00	None	0
Wells Fargo Sweep Cash		5/31/2006	96,327.02	100.00	96,327.02	0.09%	None	1
WFSWEEP	96,327.02	0.11	96,327.02	0.11		0.00	None	0
Wells Fargo Sweep Cash		10/30/2008	7,545,040.07	100.00	7,545,040.07	6.79%	None	1
WFSWEEP	7,545,040.07	0.11	7,545,040.07	0.11		0.00	None	0
Wells Fargo Sweep Cash		5/31/2006	185,944.92	100.00	185,944.92	0.17%	None	1
WFSWEEP	185,944.92	0.11	185,944.92	0.11		0.00	None	0
Wells Fargo Sweep Cash		12/31/2007	-64,087.48	100.00	-64,087.48	-0.06%	None	1
WFSWEEP	-64,087.48	0.11	-64,087.48	0.11		0.00	None	0
Wells Fargo Sweep Cash		5/31/2006	677,606.48	100.00	677,606.48	0.61%	None	1
WFSWEEP	677,606.48	0.11	677,606.48	0.11		0.00	None	0
Wells Fargo Sweep Cash		4/15/2012	563,145.05	100.00	563,145.05	0.51%	None	1
WFSWEEP	563,145.05	0.11	563,145.05	0.11		0.00	None	0
Wells Fargo Sweep Cash		12/31/2007	734,163.16	100.00	734,163.16	0.66%	None	1
WFSWEEP	734,163.16	0.11	734,163.16	0.11		0.00	None	0
Wells Fargo Sweep Cash		5/31/2006	12,689,240.96	100.00	12,689,240.96	11.42%	None	1
WFSWEEP	12,689,240.96	0.11	12,689,240.96	0.11		0.00	None	0
Wells Fargo Sweep Cash		5/31/2006	21,102.64	100.00	21,102.64	0.02%	None	1
WFSWEEP	21,102.64	0.11	21,102.64	0.11		0.00	None	0
Wells Fargo Sweep Cash		10/31/2006	317,359.01	100.00	317,359.01	0.29%	None	1
WFSWEEP	317,359.01	0.11	317,359.01	0.11		0.00	None	0
Wells Fargo Sweep Cash		9/30/2013	240,285.47	100.00	240,285.47	0.22%	None	1
WFSWEEP	240,285.47	0.11	240,285.47	0.11		0.00	None	0



City of Pearland Portfolio Holdings by Security Type Report Group: Pearland

Date: 3/31/2015

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
Wells Fargo Sweep Cash WFSWEEP	70,792.46	9/1/2007 0.11	70,792.46	100.00 0.11	70,792.46	0.06% 0.00	None None	1 0
Wells Fargo Sweep Cash WFSWEEP	29,092.83	12/1/2009 0.11	29,092.83	100.00 0.11	29,092.83	0.03% 0.00	None None	1 0
Wells Fargo Sweep Cash WFSWEEP	135,290.64	5/31/2006 0.11	135,290.64	100.00 0.11	135,290.64	0.12% 0.00	None None	1 0
Wells Fargo Sweep Cash WFSWEEP	244.91	5/31/2012 0.11	244.91	100.00 0.11	244.91	0% 0.00	None None	1 0
Wells Fargo Sweep Cash WFSWEEP	1,846,421.02	5/31/2006 0.11	1,846,421.02	100.00 0.11	1,846,421.02	1.66% 0.00	None None	1 0
Wells Fargo Sweep Cash WFSWEEP	1,251,577.15	5/31/2006 0.11	1,251,577.15	100.00 0.11	1,251,577.15	1.13% 0.00	None None	1 0
Wells Fargo Sweep Cash WFSWEEP	8,382,352.65	5/31/2006 0.11	8,382,352.65	100.00 0.11	8,382,352.65	7.54% 0.00	None None	1 0
Wells Fargo Sweep Cash WFSWEEP	11,746,044.41	5/31/2006 0.11	11,746,044.41	100.00 0.11	11,746,044.41	10.57% 0.00	None None	1 0
Wells Fargo Sweep Cash WFSWEEP	43,185.81	5/31/2006 0.11	43,185.81	100.00 0.11	43,185.81	0.04% 0.00	None None	1 0
Wells Fargo Sweep Cash WFSWEEP	432,586.80	12/1/2006 0.11	432,586.80	100.00 0.11	432,586.80	0.39% 0.00	None None	1 0
Wells Fargo Sweep Cash WFSWEEP	53,367.42	5/31/2006 0.11	53,367.42	100.00 0.11	53,367.42	0.05% 0.00	None None	1 0
Wells Fargo Sweep Cash WFSWEEP	96,551.50	5/31/2006 0.11	96,551.50	100.00 0.11	96,551.50	0.09% 0.00	None None	1 0
Wells Fargo Sweep Cash WFSWEEP	42,118.81	5/31/2006 0.11	42,118.81	100.00 0.11	42,118.81	0.04% 0.00	None None	1 0



City of Pearland Portfolio Holdings by Security Type Report Group: Pearland

Date: 3/31/2015

Description CUSIP	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio Unre. Gain/Loss	Credit Rating Credit Rating	Days To Call/Maturity Duration To Maturity
Wells Fargo Sweep Cash WFSWEEP	191,485.75	5/31/2006 0.11	191,485.75	100.00 0.11	191,485.75	0.17% 0.00	None None	1 0
Wells Fargo Sweep Cash WFSWEEP	97,067.16	5/31/2006 0.11	97,067.16	100.00 0.11	97,067.16	0.09% 0.00	None None	1 0
Wells Fargo Sweep Cash WFSWEEP	1,772,004.69	6/30/2006 0.11	1,772,004.69	100.00 0.11	1,772,004.69	1.59% 0.00	None None	1 0
Wells Fargo Sweep Cash WFSWEEP	28,787.53	8/31/2006 0.11	28,787.53	100.00 0.11	28,787.53	0.03% 0.00	None None	1 0
Wells Fargo Sweep Cash WFSWEEP	3,284,340.94	5/31/2006 0.11	3,284,340.94	100.00 0.11	3,284,340.94	2.95% 0.00	None None	1 0
Wells Fargo Sweep Cash WFSWEEP	-21,241.33	10/14/2014 0.11	-21,241.33	100.00 0.11	-21,241.33	-0.02% 0.00	None None	1 0
Wells Fargo Sweep Cash WFSWEEP	21,278,450.92	5/31/2006 0.11	21,278,450.92	100.00 0.11	21,278,450.92	19.14% 0.00	None None	1 0
Wells Fargo Sweep Cash WFSWEEP	615,700.11	2/1/2013 0.11	615,700.11	100.00 0.11	615,700.11	0.55% 0.00	None None	1 0
Wells Fargo Sweep Cash WFSWEEP	153,583.99	9/15/2010 0.11	153,583.99	100.00 0.11	153,583.99	0.14% 0.00	None None	1 0
Wells Fargo Sweep Cash WFSWEEP	40,068.03	5/31/2006 0.11	40,068.03	100.00 0.11	40,068.03	0.04% 0.00	None None	1 0
Wells Fargo Sweep Cash WFSWEEP	209,537.67	5/31/2006 0.11	209,537.67	100.00 0.11	209,537.67	0.19% 0.00	None None	1 0
Wells Fargo Sweep Cash WFSWEEP	48,392.64	9/15/2009 0.11	48,392.64	100.00 0.11	48,392.64	0.04% 0.00	None None	1 0
Wells Fargo Sweep Cash WFSWEEP	270,910.17	5/31/2006 0.11	270,910.17	100.00 0.11	270,910.17	0.24% 0.00	None None	1 0



City of Pearland Portfolio Holdings by Security Type Report Group: Pearland

Date: 3/31/2015

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
Wells Fargo Sweep Cash		5/31/2006	-98,967.69	100.00	-98,967.69	-0.09%	None	1
WFSWEEP	-98,967.69	0.11	-98,967.69	0.11		0.00	None	0
Sub Total Cash	75,270,543.36	0.11	75,270,543.36	0.11	75,270,543.36	67.74%	0.00	1
Certificate Of Deposit								
1st United Bank FL 0.7 5/9/2016		11/8/2013	248,000.00	100.40	248,994.98	0.22%	None	405
33741TAU5	248,000.00	0.70	248,000.00	0.34	104.64	994.98	None	1.1
Americanwest Bank 0.8 1/25/2017		7/25/2014	248,000.00	100.07	248,169.14	0.22%	None	666
030590DS9	248,000.00	0.80	248,000.00	0.76	353.32	169.14	None	1.81
Bank of Buffalo KY 0.35 6/22/2015		12/20/2013	248,000.00	100.06	248,153.51	0.22%	None	83
060788AF3	248,000.00	0.35	248,000.00	0.08	235.43	153.51	None	0.23
Bank of the Pacific 1.25 7/30/2018		1/29/2015	248,000.00	100.90	250,236.46	0.22%	None	1217
06425BBN8	248,000.00	1.25	248,000.00	0.97	518.08	2,236.46	None	3.27
Bank United 1.2 11/21/2017		11/21/2014	248,000.00	99.95	247,878.23	0.22%	None	966
066519AF6	248,000.00	1.20	248,000.00	1.22	1,059.95	-121.77	None	2.6
Bankwest, Inc. 1.5 1/3/2020		3/4/2015	248,000.00	100.38	248,950.34	0.22%	None	1739
06652CFA4	248,000.00	1.50	248,000.00	1.42	275.18	950.34	None	4.59
BARCLAYS BANK DELAWARE 1.95 5/7/2019		5/6/2014	248,000.00	101.00	250,480.00	0.22%	None	1498
06740KGU5	248,000.00	1.95	248,000.00	1.70	1,907.90	2,480.00	None	3.93
Belmont Savings Bank 1.85 12/23/2019		12/23/2014	248,000.00	100.53	249,324.07	0.22%	None	1728
080515BD0	248,000.00	1.85	248,000.00	1.73	1,231.85	1,324.07	None	8.73
BMW Bank of NA 0.85 6/8/2015		12/7/2012	248,000.00	100.14	248,345.22	0.22%	None	69
CD05568P2Q9	248,000.00	0.85	248,000.00	0.12	658.39	345.22	None	0.19
CALUSA NATIONAL BANK 0.5 9/22/2016		5/23/2014	248,000.00	100.21	248,519.31	0.22%	None	541
13151TAX4	248,000.00	0.50	248,000.00	0.36	30.58	519.31	None	1.47



City of Pearland Portfolio Holdings by Security Type Report Group: Pearland

Date: 3/31/2015

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
Capital One Bank USA 1.1 11/19/2019 140420QX1	248,000.00	11/19/2014 1.10	248,000.00 248,000.00	100.73 0.94	249,816.10 986.56	0.22% 1,816.10	None None	1694 4.51
Cardinal Bank 0.5 5/17/2016 CD14147VDM5	248,000.00	5/17/2013 0.50	248,000.00 248,000.00	100.30 0.23	248,755.16 47.56	0.22% 755.16	None None	413 1.13
Carolina Alliance Bank 1.05 7/31/2017 14376RAK3	248,000.00	7/30/2014 1.05	248,000.00 248,000.00	99.89 1.10	247,718.77 0.00	0.22% -281.23	None None	853 2.31
Cathay Bank 0.75 3/21/2016 CD149159JE6	248,000.00	9/20/2013 0.75	248,000.00 248,000.00	100.40 0.34	248,993.74 56.05	0.22% 993.74	None None	356 0.97
CDARS 0.5 12/17/2015 1017356077	500,000.00	12/18/2014 0.50	500,000.00 500,000.00	100.00 0.50	500,000.00 705.48	0.45% 0.00	None None	261 0.72
CDARS 0.6 6/18/2015 1016754575	500,000.00	6/19/2014 0.60	500,000.00 500,000.00	100.00 0.60	500,000.00 2,342.47	0.45% 0.00	None None	79 0.22
CDARS 0.9 6/16/2016 1016754591	500,000.00	6/19/2014 0.90	500,000.00 500,000.00	100.00 0.90	500,000.00 3,513.70	0.45% 0.00	None None	443 1.21
Cedar Rapids Bank & Trust 1.5 10/30/2019 150517CJ7	248,000.00	1/30/2015 1.50	248,000.00 248,000.00	101.05 1.27	250,593.34 305.75	0.22% 2,593.34	None None	1674 4.43
Celtic Bank 0.6 6/28/2016 CD15118RJDO	248,000.00	6/28/2013 0.60	248,000.00 248,000.00	100.31 0.35	248,761.61 12.23	0.22% 761.61	None None	455 1.24
Charter Bank 1.7 2/25/2020 161164BE7	248,000.00	2/25/2015 1.70	248,000.00 248,000.00	100.06 1.69	248,154.75 69.30	0.22% 154.75	None None	1792 4.7
Cit Bank Salt Lake 2.1 11/19/2019 17284C3Z5	248,000.00	11/19/2014 2.10	248,000.00 248,000.00	100.23 2.05	248,581.06 1,883.44	0.22% 581.06	None None	1694 4.41
College Savings Bank 0.55 6/20/2016 CD19443PAP4	248,000.00	6/19/2013 0.55	248,000.00 248,000.00	100.29 0.31	248,731.10 377.44	0.22% 731.10	None None	447 1.22
Colonial Virginia Bank 0.55 6/24/2016 CD196121AM9	248,000.00	6/25/2013 0.55	248,000.00 248,000.00	100.30 0.31	248,732.34 26.16	0.22% 732.34	None None	451 1.23



City of Pearland Portfolio Holdings by Security Type Report Group: Pearland

Date: 3/31/2015

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
Comenity Capital Bank 1.7 5/28/2018 20033AJL1	248,000.00	11/26/2014 1.70	248,000.00 248,000.00	100.37 1.58	248,905.45 57.75	0.22% 905.45	None None	1154 3.08
Community National Bank Interest 1.25 4/4/2018 20375WAM6	248,000.00	4/4/2014 1.25	248,000.00 248,000.00	100.69 1.02	249,717.90 1,511.78	0.22% 1,717.90	None None	1100 2.95
ConnectOne Bank 1.55 7/30/2018 20786AAM7	248,000.00	1/30/2014 1.55	248,000.00 248,000.00	101.13 1.21	250,797.69 0.00	0.22% 2,797.69	None None	1217 3.25
Continental Bank 1.25 5/25/2018 211163EN6	248,000.00	11/26/2014 1.25	248,000.00 248,000.00	100.15 1.20	248,375.22 1,061.64	0.22% 375.22	None None	1151 3.09
DeWitt Bank and Trust 0.5 6/20/2016 CD241888BT2	248,000.00	6/24/2013 0.50	248,000.00 248,000.00	100.31 0.25	248,761.61 37.37	0.22% 761.61	None None	447 1.22
Discover Bank 2 2/25/2020 254672JA7	248,000.00	2/25/2015 2.00	248,000.00 248,000.00	100.11 1.98	248,260.40 462.03	0.22% 260.40	None None	1792 4.69
Enterprise B&T Co 0.4 2/4/2016 29367ACU5	248,000.00	2/25/2015 0.40	248,000.00 248,000.00	99.89 0.54	247,719.02 73.38	0.22% -280.98	None None	310 0.84
Far East National Bank Los Angeles 1 3/31/2017 307327EK8	248,000.00	3/31/2014 1.00	248,000.00 248,000.00	100.10 0.95	248,240.06 0.00	0.22% 240.06	None None	731 1.98
Farm Bureau Bank 0.5 12/23/2015 307660HH6	248,000.00	12/23/2013 0.50	248,000.00 248,000.00	100.22 0.20	248,550.31 27.18	0.22% 550.31	None None	267 0.73
Farmers & Merchants Bank 1.45 9/25/2018- 14 308862DD0	248,000.00	4/25/2014 1.45	248,000.00 248,000.00	99.83 1.50	247,578.65 59.11	0.22% -421.35	None None	25 3.4
Fidelity Homestead Savings Bank New Orleans 0.6 11 31617CAD5	248,000.00	3/28/2014 0.60	248,000.00 248,000.00	100.41 0.36	249,006.63 12.23	0.22% 1,006.63	None None	608 1.65
FIRST BANK HIGHLAND PARK 1.85 5/7/2019-14 319141BL0	248,000.00	5/7/2014 1.85	248,000.00 248,000.00	100.16 1.81	248,400.02 1,810.06	0.22% 400.02	None None	37 3.94



City of Pearland Portfolio Holdings by Security Type Report Group: Pearland

Date: 3/31/2015

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
First Commercial Bank Miss 0.4 6/26/2015 31984GCW7	248,000.00	12/27/2013 0.40	248,000.00 248,000.00	100.06 0.13	248,158.72 13.59	0.22% 158.72	None None	87 0.24
First Eagle National Bank 1.45 11/21/2018 32008JAM5	248,000.00	11/21/2014 1.45	248,000.00 248,000.00	100.25 1.38	248,631.16 1,280.77	0.22% 631.16	None None	1331 3.54
First Farmers Bank 0.5 5/3/2016 CD320165FZ1	245,000.00	5/3/2013 0.50	245,000.00 245,000.00	100.00 0.50	245,000.00 93.97	0.22% 0.00	None None	399 1.09
First National Bank 1.6 3/19/2018 CD32115CBE7	248,000.00	9/18/2013 1.60	248,000.00 248,000.00	101.41 1.12	251,502.01 130.45	0.22% 3,502.01	None None	1084 2.9
First National Bank ORD NEB 0.8 11/18/2016 32116RAC8	248,000.00	11/18/2013 0.80	248,000.00 248,000.00	100.68 0.38	249,680.94 722.94	0.22% 1,680.94	None None	598 1.62
First State Bank - Un Cty Tenn 0.45 12/23/2015 336472EJ0	248,000.00	12/23/2013 0.45	248,000.00 248,000.00	100.21 0.16	248,532.70 24.46	0.22% 532.70	None None	267 0.73
Flushing Bank New York 0.95 3/31/2017 34387AAH2	248,000.00	3/31/2014 0.95	248,000.00 248,000.00	100.00 0.95	247,996.78 0.00	0.22% -3.22	None None	731 1.98
Fox Chase Bank 0.65 6/27/2016 CD35137QAN4	248,000.00	6/27/2013 0.65	248,000.00 248,000.00	100.29 0.41	248,730.86 17.67	0.22% 730.86	None None	454 1.23
Goldman Sachs Bank 2 2/25/2020 38148JLL3	248,000.00	2/25/2015 2.00	248,000.00 248,000.00	100.11 1.98	248,260.40 462.03	0.22% 260.40	None None	1792 4.69
GUARANTY B&T 1.35 5/29/2018 400820BJ4	248,000.00	5/29/2014 1.35	248,000.00 248,000.00	99.95 1.37	247,886.42 27.52	0.22% -113.58	None None	1155 3.1
JP Morgan Bank 1 2/6/2019 48125TU86	248,000.00	2/6/2015 1.00	248,000.00 248,000.00	100.28 0.93	248,704.32 360.11	0.22% 704.32	None None	1408 3.78
Kansas State Bank 0.8 10/31/2016 485382DV4	248,000.00	10/30/2013 0.80	248,000.00 248,000.00	100.71 0.35	249,765.76 0.00	0.22% 1,765.76	None None	580 1.57



City of Pearland Portfolio Holdings by Security Type Report Group: Pearland

Date: 3/31/2015

Description CUSIP	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio Unre. Gain/Loss	Credit Rating Credit Rating	Days To Call/Maturity Duration To Maturity
Luana Savings Bank 1.25 6/19/2018 549103QQ5	248,000.00	12/19/2014 1.25	248,000.00 248,000.00	100.19 1.19	248,481.62 866.30	0.22% 481.62	None None	1176 3.16
Machias Savings Bank 1.65 2/6/2020 554479DS1	248,000.00	2/6/2015 1.65	248,000.00 248,000.00	100.89 1.46	250,209.18 280.27	0.22% 2,209.18	None None	1773 4.66
Mahopac Bank 1.45 7/30/2019 560160AQ6	248,000.00	1/30/2015 1.45	248,000.00 248,000.00	101.06 1.20	250,640.95 591.12	0.22% 2,640.95	None None	1582 4.21
Marlin Business Bank 0.55 6/14/2016 CD57116AGF9	248,000.00	6/14/2013 0.55	248,000.00 248,000.00	100.29 0.30	248,731.10 63.53	0.22% 731.10	None None	441 1.2
MB Financial Bank 0.4 3/4/2016 55266CLH7	248,000.00	3/4/2015 0.40	248,000.00 248,000.00	99.84 0.57	247,608.16 73.38	0.22% -391.84	None None	339 0.93
Medallion Bank UT 0.4 11/3/2015 CD58403BB62	248,000.00	5/3/2013 0.40	248,000.00 248,000.00	100.22 0.03	248,549.57 402.24	0.22% 549.57	None None	217 0.59
Merchant & Manufacturing Bank 0.35 8/7/2015 588339DD0	248,000.00	2/7/2014 0.35	248,000.00 248,000.00	100.08 0.12	248,198.40 57.07	0.22% 198.40	None None	129 0.35
Mizuho Bank 0.4 2/25/2016 60688MKH6	248,000.00	2/25/2015 0.40	248,000.00 248,000.00	100.05 0.35	248,113.34 92.41	0.22% 113.34	None None	331 0.91
Moody National Bank 0.5 5/30/2015 7130A	248,044.83	11/30/2014 0.50	248,044.83 248,044.83	100.00 0.50	248,044.83 411.14	0.22% 0.00	None None	60 0.16
Northwest Bank Boise Idaho 1.5 1/10/2019 66736AAD1	248,000.00	4/10/2014 1.50	248,000.00 248,000.00	101.06 1.21	250,621.11 214.03	0.22% 2,621.11	None None	1381 3.67
OLDTOWN BANK 1.2 5/7/2018 680540BB6	248,000.00	6/6/2014 1.20	248,000.00 248,000.00	100.51 1.03	249,273.73 203.84	0.22% 1,273.73	None None	1133 3.04
Pacific City Bank 0.35 6/26/2015 69406PBJ7	248,000.00	12/26/2013 0.35	248,000.00 248,000.00	100.06 0.09	248,152.27 11.89	0.22% 152.27	None None	87 0.24



City of Pearland Portfolio Holdings by Security Type Report Group: Pearland

Date: 3/31/2015

Description CUSIP	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio Unre. Gain/Loss	Credit Rating Credit Rating	Days To Call/Maturity Duration To Maturity
Partners Bank 1.5 9/30/2019 70212YAR3	248,000.00	3/30/2015 1.50	248,000.00 248,000.00	100.32 1.43	248,803.27 10.19	0.22% 803.27	None None	1644 4.35
Peoples United Bank 1.9 11/19/2019 71270QKM7	248,000.00	11/19/2014 1.90	248,000.00 248,000.00	100.69 1.74	249,715.66 1,704.07	0.22% 1,715.66	None None	1694 4.43
Plus International Bank 0.5 7/8/2016 CD72940UFV2	248,000.00	7/8/2013 0.50	248,000.00 248,000.00	100.30 0.27	248,731.60 78.14	0.22% 731.60	None None	465 1.27
Private Bank & Trust 0.35 5/11/2015 CD74267GTC1	248,000.00	5/10/2013 0.35	248,000.00 248,000.00	100.04 -0.03	248,107.63 332.93	0.22% 107.63	None None	41 0.11
Provident Bank 0.35 8/21/2015 743837BF2	248,000.00	2/21/2014 0.35	248,000.00 248,000.00	100.01 0.34	248,013.89 90.37	0.22% 13.89	None None	143 0.4
Revere Bank 1.35 6/29/2018 761402AU0	248,000.00	12/30/2014 1.35	248,000.00 248,000.00	100.07 1.33	248,165.66 27.52	0.22% 165.66	None None	1186 3.18
Safra National Bank 0.45 7/30/2015 78658QDT7	248,000.00	7/30/2014 0.45	248,000.00 248,000.00	100.05 0.31	248,117.30 746.04	0.22% 117.30	None None	121 0.33
Sallie Mae Bank 2.15 11/19/2019 795450VC6	248,000.00	11/19/2014 2.15	248,000.00 248,000.00	100.73 1.98	249,813.62 1,928.28	0.22% 1,813.62	None None	1694 4.4
San Diego Private Bank California 0.8 3/31/2017 79744YAB6	248,000.00	3/31/2014 0.80	248,000.00 248,000.00	99.70 0.95	247,265.92 0.00	0.22% -734.08	None None	731 1.98
Santander Bank 0.5 2/25/2016 80280JDW8	248,000.00	2/25/2015 0.50	248,000.00 248,000.00	99.94 0.56	247,856.41 115.51	0.22% -143.59	None None	331 0.91
Town North Bank 0.4 7/24/2015 89213TLD2	248,000.00	7/25/2014 0.40	248,000.00 248,000.00	100.03 0.30	248,081.59 676.73	0.22% 81.59	None None	115 0.32
Townebank Portsmouth VA 0.4 6/1/2015 89214PAP4	248,000.00	5/31/2013 0.40	248,000.00 248,000.00	100.06 0.02	248,159.22 328.85	0.22% 159.22	None None	62 0.17



City of Pearland Portfolio Holdings by Security Type Report Group: Pearland

Date: 3/31/2015

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
Trust Atlantic Bank 1.45 12/6/2017		11/6/2013	248,000.00	101.08	250,690.55	0.22%	None	981
89835FJC5	248,000.00	1.45	248,000.00	1.04	246.30	2,690.55	None	2.63
United Bankers Bank 0.75 5/6/2016		11/6/2013	248,000.00	100.41	249,017.30	0.22%	None	402
909557CV0	248,000.00	0.75	248,000.00	0.38	127.40	1,017.30	None	1.09
US AmeriBank Largo FL 0.55 12/23/2015		12/23/2013	248,000.00	100.22	248,550.31	0.22%	None	267
917312CC2	248,000.00	0.55	248,000.00	0.25	29.90	550.31	None	0.73
Washington Trust Co 1.4 6/15/2018		12/15/2014	248,000.00	100.14	248,357.62	0.22%	None	1172
940637GU9	248,000.00	1.40	248,000.00	1.35	1,008.31	357.62	None	3.14
Webster Bank NA 1.9 2/12/2019		2/12/2014	248,000.00	101.12	250,779.58	0.22%	None	1414
94768NJM7	248,000.00	1.90	248,000.00	1.60	606.75	2,779.58	None	3.74
Sub Total Certificate Of Deposit	19,601,044.83	0.99	19,601,044.83	0.83	36,272.01	58,858.82		761
FAMC Bond								
FAMC 1.72 10/3/2018		12/16/2013	997,890.00	101.64	1,016,415.00	0.9%	Moody's-Aaa	1282
31315P5A3	1,000,000.00	1.77	998,458.12	1.24	8,504.44	17,956.88	S&P-AA+	3.39
			997,890.00		1,016,415.00	0.9%		1282
Sub Total FAMC Bond	1,000,000.00	1.77	998,458.12	1.24	8,504.44	17,956.88		3.39
FFCB Bond								
FFCB 1.34 12/29/2017		1/29/2014	1,004,000.00	100.95	1,009,511.00	0.9%	Moody's-Aaa	1004
3133EDE99	1,000,000.00	1.24	1,002,802.84	0.99	3,424.44	6,708.16	S&P-AA+	2.7
FFCB 1.5 1/28/2019		5/28/2014	1,000,000.00	101.40	1,013,969.00	0.9%	Moody's-Aaa	1399
3133EDNF6	1,000,000.00	1.50	1,000,000.00	1.13	2,625.00	13,969.00	S&P-AA+	3.72
FFCB 1.89 1/13/2020-16		2/23/2015	775,000.00	100.62	779,836.00	0.7%	None	288
3133EEHX1	775,000.00	1.89	775,000.00	1.75	3,173.62	4,836.00	None	4.58
FFCB 1.95 9/17/2018		1/29/2014	1,014,770.00	102.69	1,026,922.00	0.91%	Moody's-Aaa	1266
3133ED2C5	1,000,000.00	1.62	1,011,033.23	1.15	758.33	15,888.77	S&P-AA+	3.36



City of Pearland Portfolio Holdings by Security Type Report Group: Pearland

Date: 3/31/2015

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
			3,793,770.00		3,830,238.00	3.41%		1032
Sub Total FFCB Bond	3,775,000.00	1.54	3,788,836.07	1.23	9,981.39	41,401.93		3.53
FHLB Bond								
FHLB 0.33 2/18/2016		2/23/2015	1,000,300.00	99.99	999,923.00	0.9%	Moody's-Aaa	324
3130A4BZ4	1,000,000.00	0.30	1,000,267.89	0.34	394.17	-344.89	S&P-AA+	0.88
FHLB 1.75 12/14/2018		12/16/2013	1,000,670.00	102.05	1,020,533.00	0.9%	Moody's-Aaa	1354
313376BR5	1,000,000.00	1.74	1,000,496.72	1.18	5,201.39	20,036.28	S&P-AA+	3.59
FHLB 1.75 2/20/2020		2/20/2015	1,000,000.00	99.83	998,276.00	0.9%	Moody's-Aaa	1787
3130A43J9	1,000,000.00	1.75	1,000,000.00	1.79	1,993.06	-1,724.00	S&P-AA+	4.7
			3,000,970.00		3,018,732.00	2.7%		1155
Sub Total FHLB Bond	3,000,000.00	1.26	3,000,764.61	1.10	7,588.62	17,967.39		3.06
FHLMC Bond								
FHLMC 0.4 1/15/2016-14		1/29/2014	1,000,000.00	99.98	999,848.00	0.9%	Moody's-Aaa	290
3134G4S33	1,000,000.00	0.40	1,000,000.00	0.42	844.44	-152.00	S&P-AA+	0.79
FHLMC 0.9 3/30/2017-15		3/30/2015	1,000,000.00	100.07	1,000,696.00	0.9%	Moody's-Aaa	91
3134G6HP1	1,000,000.00	0.90	1,000,000.00	0.87	0.00	696.00	S&P-AA+	1.99
FHLMC 1 9/29/2017		1/29/2014	994,150.00	100.31	1,003,103.00	0.9%	Moody's-Aaa	913
3137EADL0	1,000,000.00	1.16	996,020.23	0.87	55.56	7,082.77	S&P-AA+	2.47
FHLMC 1.15 11/27/2017-15		11/28/2014	1,000,000.00	100.41	1,004,147.00	0.9%	Moody's-Aaa	241
3134G5QC2	1,000,000.00	1.15	1,000,000.00	0.99	3,929.17	4,147.00	S&P-AA+	2.61
			3,994,150.00		4,007,794.00	3.6%		383
Sub Total FHLMC Bond	4,000,000.00	0.90	3,996,020.23	0.79	4,829.17	11,773.77		1.96
FNMA Bond								
FNMA 0.35 8/25/2015		7/25/2013	508,302.67	100.05	509,241.27	0.46%	Moody's-Aaa	147
3135G0UW1	509,000.00	0.42	508,866.11	0.23	148.46	375.16	S&P-AA+	0.42
FNMA 0.875 10/26/2017		5/21/2014	995,150.00	100.12	1,001,238.00	0.9%	Moody's-Aaa	940
3135G0PQ0	1,000,000.00	1.02	996,367.41	0.83	3,767.36	4,870.59	S&P-AA+	2.54



City of Pearland Portfolio Holdings by Security Type Report Group: Pearland

Date: 3/31/2015

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
FNMA 0.875 12/20/2017 3135G0RT2	1,000,000.00	5/21/2014 1.09	992,573.21 994,359.33	100.01 0.87	1,000,062.00 2,454.86	0.89% 5,702.67	Moody's-Aaa S&P-AA+	995 2.69
FNMA 0.875 5/21/2018 3135G0WJ8	1,000,000.00	5/21/2014 1.26	985,050.00 988,268.40	99.76 0.95	997,624.00 3,159.72	0.89% 9,355.60	Moody's-Aaa S&P-AA+	1147 3.09
FNMA 1.625 11/27/2018 3135G0YT4	1,000,000.00	7/16/2014 1.52	1,004,411.00 1,003,695.02	101.59 1.18	1,015,881.00 5,597.22	0.9% 12,185.98	Moody's-Aaa S&P-AA+	1337 3.55
Sub Total FNMA Bond	4,509,000.00	1.13	4,485,486.88 4,491,556.27	0.88	4,524,046.27 15,127.62	4.04% 32,490.00		997 2.68
TOTAL PORTFOLIO	111,155,588.19	0.43	111,143,855.07 111,147,223.49	0.37	111,327,672.28 82,303.25	100.00% 180,448.79		267 0.8



City of Pearland
Portfolio Holdings by Portfolio Name
Report Group: Pearland

Date: 3/31/2015

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
10: General Fund								
1st United Bank FL 0.7 5/9/2016		11/8/2013	248,000.00	100.40	248,994.98	0.22%	None	405
33741TAU5	248,000.00	0.70	248,000.00	0.34	104.64	994.98	None	1.1
Bank of the Pacific 1.25 7/30/2018		1/29/2015	248,000.00	100.90	250,236.46	0.22%	None	1217
06425BBN8	248,000.00	1.25	248,000.00	0.97	518.08	2,236.46	None	3.27
Belmont Savings Bank 1.85 12/23/2019		12/23/2014	248,000.00	100.53	249,324.07	0.22%	None	1728
080515BD0	248,000.00	1.85	248,000.00	1.73	1,231.85	1,324.07	None	8.73
Cardinal Bank 0.5 5/17/2016		5/17/2013	248,000.00	100.30	248,755.16	0.22%	None	413
CD14147VDM5	248,000.00	0.50	248,000.00	0.23	47.56	755.16	None	1.13
CDARS 0.5 12/17/2015		12/18/2014	500,000.00	100.00	500,000.00	0.45%	None	261
1017356077	500,000.00	0.50	500,000.00	0.50	705.48	0.00	None	0.72
CDARS 0.9 6/16/2016		6/19/2014	500,000.00	100.00	500,000.00	0.45%	None	443
1016754591	500,000.00	0.90	500,000.00	0.90	3,513.70	0.00	None	1.21
Cit Bank Salt Lake 2.1 11/19/2019		11/19/2014	248,000.00	100.23	248,581.06	0.22%	None	1694
17284C3Z5	248,000.00	2.10	248,000.00	2.05	1,883.44	581.06	None	4.41
Comenity Capital Bank 1.7 5/28/2018		11/26/2014	248,000.00	100.37	248,905.45	0.22%	None	1154
20033AJL1	248,000.00	1.70	248,000.00	1.58	57.75	905.45	None	3.08
Community National Bank Interest 1.25 4/4/2018		4/4/2014	248,000.00	100.69	249,717.90	0.22%	None	1100
20375WAM6	248,000.00	1.25	248,000.00	1.02	1,511.78	1,717.90	None	2.95
Farmers & Merchants Bank 1.45 9/25/2018-14		4/25/2014	248,000.00	99.83	247,578.65	0.22%	None	25
308862DD0	248,000.00	1.45	248,000.00	1.50	59.11	-421.35	None	3.4
FFCB 1.34 12/29/2017		1/29/2014	1,004,000.00	100.95	1,009,511.00	0.9%	Moody's-Aaa	1004
3133EDE99	1,000,000.00	1.24	1,002,802.84	0.99	3,424.44	6,708.16	S&P-AA+	2.7
FIRST BANK HIGHLAND PARK 1.85 5/7/2019-14		5/7/2014	248,000.00	100.16	248,400.02	0.22%	None	37
319141BL0	248,000.00	1.85	248,000.00	1.81	1,810.06	400.02	None	3.94



City of Pearland
Portfolio Holdings by Portfolio Name
Report Group: Pearland

Date: 3/31/2015

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
First National Bank 1.6 3/19/2018 CD32115CBE7	248,000.00	9/18/2013 1.60	248,000.00 248,000.00	101.41 1.12	251,502.01 130.45	0.22% 3,502.01	None None	1084 2.9
FNMA 0.35 8/25/2015 3135G0UW1	509,000.00	7/25/2013 0.42	508,302.67 508,866.11	100.05 0.23	509,241.27 148.46	0.46% 375.16	Moodys-Aaa S&P-AA+	147 0.42
FNMA 0.875 12/20/2017 3135GORT2	1,000,000.00	5/21/2014 1.09	992,573.21 994,359.33	100.01 0.87	1,000,062.00 2,454.86	0.89% 5,702.67	Moodys-Aaa S&P-AA+	995 2.69
JP Morgan Bank 1 2/6/2019 48125TU86	248,000.00	2/6/2015 1.00	248,000.00 248,000.00	100.28 0.93	248,704.32 360.11	0.22% 704.32	None None	1408 3.78
Machias Savings Bank 1.65 2/6/2020 554479DS1	248,000.00	2/6/2015 1.65	248,000.00 248,000.00	100.89 1.46	250,209.18 280.27	0.22% 2,209.18	None None	1773 4.66
Mahopac Bank 1.45 7/30/2019 560160AQ6	248,000.00	1/30/2015 1.45	248,000.00 248,000.00	101.06 1.20	250,640.95 591.12	0.22% 2,640.95	None None	1582 4.21
Moody National Bank 0.5 5/30/2015 7130A	248,044.83	11/30/2014 0.50	248,044.83 248,044.83	100.00 0.50	248,044.83 411.14	0.22% 0.00	None None	60 0.16
Plus International Bank 0.5 7/8/2016 CD72940UFV2	248,000.00	7/8/2013 0.50	248,000.00 248,000.00	100.30 0.27	248,731.60 78.14	0.22% 731.60	None None	465 1.27
Sallie Mae Bank 2.15 11/19/2019 795450VC6	248,000.00	11/19/2014 2.15	248,000.00 248,000.00	100.73 1.98	249,813.62 1,928.28	0.22% 1,813.62	None None	1694 4.4
Townebank Portsmouth VA 0.4 6/1/2015 89214PAP4	248,000.00	5/31/2013 0.40	248,000.00 248,000.00	100.06 0.02	248,159.22 328.85	0.22% 159.22	None None	62 0.17
Trust Atlantic Bank 1.45 12/6/2017 89835FJC5	248,000.00	11/6/2013 1.45	248,000.00 248,000.00	101.08 1.04	250,690.55 246.30	0.22% 2,690.55	None None	981 2.63
Wells Fargo Sweep Cash WFSWEEP	21,278,450.92	5/31/2006 0.11	21,278,450.92 21,278,450.92	100.00 0.11	21,278,450.92	19.14% 0.00	None None	1 0
Sub Total 10: General Fund	29,251,495.75	0.39	29,247,371.63 29,248,524.03	0.34	29,284,255.22 21,825.87	26.25% 35,731.19		227 0.7



City of Pearland
Portfolio Holdings by Portfolio Name
Report Group: Pearland

Date: 3/31/2015

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
17: Municipal Court Security								
Wells Fargo Sweep Cash		5/31/2006	96,327.02	100.00	96,327.02	0.09%	None	1
WFSWEEP	96,327.02	0.11	96,327.02	0.11		0.00	None	0
Sub Total 17: Municipal Court Security	96,327.02	0.11	96,327.02	0.11	96,327.02	0.09%	0.00	1
18: City Wide Donation								
Wells Fargo Sweep Cash		5/31/2006	42,118.81	100.00	42,118.81	0.04%	None	1
WFSWEEP	42,118.81	0.11	42,118.81	0.11		0.00	None	0
Sub Total 18: City Wide Donation	42,118.81	0.11	42,118.81	0.11	42,118.81	0.04%	0.00	1
19: Court Technology								
Wells Fargo Sweep Cash		5/31/2006	21,102.64	100.00	21,102.64	0.02%	None	1
WFSWEEP	21,102.64	0.11	21,102.64	0.11		0.00	None	0
Sub Total 19: Court Technology	21,102.64	0.11	21,102.64	0.11	21,102.64	0.02%	0.00	1
20: Debt Services								
Carolina Alliance Bank 1.05 7/31/2017		7/30/2014	248,000.00	99.89	247,718.77	0.22%	None	853
14376RAK3	248,000.00	1.05	248,000.00	1.10	0.00	-281.23	None	2.31
Charter Bank 1.7 2/25/2020		2/25/2015	248,000.00	100.06	248,154.75	0.22%	None	1792
161164BE7	248,000.00	1.70	248,000.00	1.69	69.30	154.75	None	4.7
ConnectOne Bank 1.55 7/30/2018		1/30/2014	248,000.00	101.13	250,797.69	0.22%	None	1217
20786AAM7	248,000.00	1.55	248,000.00	1.21	0.00	2,797.69	None	3.25
Discover Bank 2 2/25/2020		2/25/2015	248,000.00	100.11	248,260.40	0.22%	None	1792
254672JA7	248,000.00	2.00	248,000.00	1.98	462.03	260.40	None	4.69
FHLB 1.75 2/20/2020		2/20/2015	1,000,000.00	99.83	998,276.00	0.9%	Moody's-Aaa	1787
3130A43J9	1,000,000.00	1.75	1,000,000.00	1.79	1,993.06	-1,724.00	S&P-AA+	4.7
Goldman Sachs Bank 2 2/25/2020		2/25/2015	248,000.00	100.11	248,260.40	0.22%	None	1792
38148JLL3	248,000.00	2.00	248,000.00	1.98	462.03	260.40	None	4.69



City of Pearland
Portfolio Holdings by Portfolio Name
Report Group: Pearland

Date: 3/31/2015

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
Partners Bank 1.5 9/30/2019		3/30/2015	248,000.00	100.32	248,803.27	0.22%	None	1644
70212YAR3	248,000.00	1.50	248,000.00	1.43	10.19	803.27	None	4.35
Webster Bank NA 1.9 2/12/2019		2/12/2014	248,000.00	101.12	250,779.58	0.22%	None	1414
94768NJM7	248,000.00	1.90	248,000.00	1.60	606.75	2,779.58	None	3.74
Wells Fargo Sweep Cash		5/31/2006	11,746,044.41	100.00	11,746,044.41	10.57%	None	1
WFSWEEP	11,746,044.41	0.11	11,746,044.41	0.11		0.00	None	0
Sub Total 20: Debt Services	14,482,044.41	0.41	14,482,044.41	0.40	3,603.36	5,050.86		0.8
23: Court Juvenile Mgmt								
Wells Fargo Sweep Cash		9/15/2009	48,392.64	100.00	48,392.64	0.04%	None	1
WFSWEEP	48,392.64	0.11	48,392.64	0.11		0.00	None	0
Sub Total 23: Court Juvenile Mgmt	48,392.64	0.11	48,392.64	0.11		0.00		0
30: Water & Sewer								
BARCLAYS BANK DELAWARE 1.95 5/7/2019		5/6/2014	248,000.00	101.00	250,480.00	0.22%	None	1498
06740KGU5	248,000.00	1.95	248,000.00	1.70	1,907.90	2,480.00	None	3.93
CDARS 0.6 6/18/2015		6/19/2014	500,000.00	100.00	500,000.00	0.45%	None	79
1016754575	500,000.00	0.60	500,000.00	0.60	2,342.47	0.00	None	0.22
FAMC 1.72 10/3/2018		12/16/2013	997,890.00	101.64	1,016,415.00	0.9%	Moodys-Aaa	1282
31315P5A3	1,000,000.00	1.77	998,458.12	1.24	8,504.44	17,956.88	S&P-AA+	3.39
FFCB 1.89 1/13/2020-16		2/23/2015	775,000.00	100.62	779,836.00	0.7%	None	288
3133EEHX1	775,000.00	1.89	775,000.00	1.75	3,173.62	4,836.00	None	4.58
FFCB 1.95 9/17/2018		1/29/2014	1,014,770.00	102.69	1,026,922.00	0.91%	Moodys-Aaa	1266
3133ED2C5	1,000,000.00	1.62	1,011,033.23	1.15	758.33	15,888.77	S&P-AA+	3.36
FHLB 1.75 12/14/2018		12/16/2013	1,000,670.00	102.05	1,020,533.00	0.9%	Moodys-Aaa	1354
313376BR5	1,000,000.00	1.74	1,000,496.72	1.18	5,201.39	20,036.28	S&P-AA+	3.59



City of Pearland
Portfolio Holdings by Portfolio Name
Report Group: Pearland

Date: 3/31/2015

Description CUSIP	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio Unre. Gain/Loss	Credit Rating Credit Rating	Days To Call/Maturity Duration To Maturity
FHLMC 1 9/29/2017 3137EADL0	1,000,000.00	1/29/2014 1.16	994,150.00 996,020.23	100.31 0.87	1,003,103.00 55.56	0.9% 7,082.77	Moodys-Aaa S&P-AA+	913 2.47
FHLMC 1.15 11/27/2017-15 3134G5QC2	1,000,000.00	11/28/2014 1.15	1,000,000.00 1,000,000.00	100.41 0.99	1,004,147.00 3,929.17	0.9% 4,147.00	Moodys-Aaa S&P-AA+	241 2.61
First Eagle National Bank 1.45 11/21/2018 32008JAM5	248,000.00	11/21/2014 1.45	248,000.00 248,000.00	100.25 1.38	248,631.16 1,280.77	0.22% 631.16	None None	1331 3.54
First Farmers Bank 0.5 5/3/2016 CD320165FZ1	245,000.00	5/3/2013 0.50	245,000.00 245,000.00	100.00 0.50	245,000.00 93.97	0.22% 0.00	None None	399 1.09
FNMA 0.875 10/26/2017 3135G0PQ0	1,000,000.00	5/21/2014 1.02	995,150.00 996,367.41	100.12 0.83	1,001,238.00 3,767.36	0.9% 4,870.59	Moodys-Aaa S&P-AA+	940 2.54
FNMA 1.625 11/27/2018 3135G0YT4	1,000,000.00	7/16/2014 1.52	1,004,411.00 1,003,695.02	101.59 1.18	1,015,881.00 5,597.22	0.9% 12,185.98	Moodys-Aaa S&P-AA+	1337 3.55
Fox Chase Bank 0.65 6/27/2016 CD35137QAN4	248,000.00	6/27/2013 0.65	248,000.00 248,000.00	100.29 0.41	248,730.86 17.67	0.22% 730.86	None None	454 1.23
Northwest Bank Boise Idaho 1.5 1/10/2019 66736AAD1	248,000.00	4/10/2014 1.50	248,000.00 248,000.00	101.06 1.21	250,621.11 214.03	0.22% 2,621.11	None None	1381 3.67
OLDTOWN BANK 1.2 5/7/2018 680540BB6	248,000.00	6/6/2014 1.20	248,000.00 248,000.00	100.51 1.03	249,273.73 203.84	0.22% 1,273.73	None None	1133 3.04
Wells Fargo Sweep Cash WFSWEEP	8,382,352.65	5/31/2006 0.11	8,382,352.65 8,382,352.65	100.00 0.11	8,382,352.65	7.54% 0.00	None None	1 0
Sub Total 30: Water & Sewer	18,142,352.65	0.80	18,149,393.65 18,148,423.38	0.64	18,243,164.51 37,047.74	16.32% 94,741.13		504 1.61
31: Solidwaste								
Fidelity Homestead Savings Bank New Orleans 0.6 11 31617CAD5	248,000.00	3/28/2014 0.60	248,000.00 248,000.00	100.41 0.36	249,006.63 12.23	0.22% 1,006.63	None None	608 1.65



City of Pearland
Portfolio Holdings by Portfolio Name
Report Group: Pearland

Date: 3/31/2015

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
Wells Fargo Sweep Cash		12/1/2006	432,586.80	100.00	432,586.80	0.39%	None	1
WFSWEEP	432,586.80	0.11	432,586.80	0.11		0.00	None	0
Sub Total 31: Solldwaste	680,586.80	0.29	680,586.80	0.20	12.23	1,006.63		0.6
35: Street Assessment								
Town North Bank 0.4 7/24/2015		7/25/2014	248,000.00	100.03	248,081.59	0.22%	None	115
89213TLD2	248,000.00	0.40	248,000.00	0.30	676.73	81.59	None	0.32
United Bankers Bank 0.75 5/6/2016		11/6/2013	248,000.00	100.41	249,017.30	0.22%	None	402
909557CV0	248,000.00	0.75	248,000.00	0.38	127.40	1,017.30	None	1.09
Wells Fargo Sweep Cash		5/31/2006	185,944.92	100.00	185,944.92	0.17%	None	1
WFSWEEP	185,944.92	0.11	185,944.92	0.11		0.00	None	0
Sub Total 35: Street Assessment	681,944.92	0.45	681,944.92	0.27	804.13	1,098.89		0.51
42: Utility Impact Fee								
Bank United 1.2 11/21/2017		11/21/2014	248,000.00	99.95	247,878.23	0.22%	None	966
066519AF6	248,000.00	1.20	248,000.00	1.22	1,059.95	-121.77	None	2.6
Bankwest, Inc. 1.5 1/3/2020		3/4/2015	248,000.00	100.38	248,950.34	0.22%	None	1739
06652CFA4	248,000.00	1.50	248,000.00	1.42	275.18	950.34	None	4.59
BMW Bank of NA 0.85 6/8/2015		12/7/2012	248,000.00	100.14	248,345.22	0.22%	None	69
CD05568P2Q9	248,000.00	0.85	248,000.00	0.12	658.39	345.22	None	0.19
Cedar Rapids Bank & Trust 1.5 10/30/2019		1/30/2015	248,000.00	101.05	250,593.34	0.22%	None	1674
150517CJ7	248,000.00	1.50	248,000.00	1.27	305.75	2,593.34	None	4.43
College Savings Bank 0.55 6/20/2016		6/19/2013	248,000.00	100.29	248,731.10	0.22%	None	447
CD19443PAP4	248,000.00	0.55	248,000.00	0.31	377.44	731.10	None	1.22
Far East National Bank Los Angeles 1 3/31/2017		3/31/2014	248,000.00	100.10	248,240.06	0.22%	None	731
307327EK8	248,000.00	1.00	248,000.00	0.95	0.00	240.06	None	1.98



City of Pearland
Portfolio Holdings by Portfolio Name
Report Group: Pearland

Date: 3/31/2015

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
FHLMC 0.9 3/30/2017-15		3/30/2015	1,000,000.00	100.07	1,000,696.00	0.9%	Moody's-Aaa	91
3134G6HP1	1,000,000.00	0.90	1,000,000.00	0.87	0.00	696.00	S&P-AA+	1.99
FNMA 0.875 5/21/2018		5/21/2014	985,050.00	99.76	997,624.00	0.89%	Moody's-Aaa	1147
3135G0WJ8	1,000,000.00	1.26	988,268.40	0.95	3,159.72	9,355.60	S&P-AA+	3.09
Private Bank & Trust 0.35 5/11/2015		5/10/2013	248,000.00	100.04	248,107.63	0.22%	None	41
CD74267GTC1	248,000.00	0.35	248,000.00	-0.03	332.93	107.63	None	0.11
Washington Trust Co 1.4 6/15/2018		12/15/2014	248,000.00	100.14	248,357.62	0.22%	None	1172
940637GU9	248,000.00	1.40	248,000.00	1.35	1,008.31	357.62	None	3.14
Wells Fargo Sweep Cash		5/31/2006	12,689,240.96	100.00	12,689,240.96	11.42%	None	1
WFSWEEP	12,689,240.96	0.11	12,689,240.96	0.11		0.00	None	0
Sub Total 42: Utility Impact Fee	16,673,240.96	0.34	16,658,290.96	0.29	16,676,764.50	14.97%		176
			16,661,509.36		7,177.67	15,255.14		0.57
44: Shadow Creek Impact								
Bank of Buffalo KY 0.35 6/22/2015		12/20/2013	248,000.00	100.06	248,153.51	0.22%	None	83
060788AF3	248,000.00	0.35	248,000.00	0.08	235.43	153.51	None	0.23
GUARANTY B&T 1.35 5/29/2018		5/29/2014	248,000.00	99.95	247,886.42	0.22%	None	1155
400820BJ4	248,000.00	1.35	248,000.00	1.37	27.52	-113.58	None	3.1
Martin Business Bank 0.55 6/14/2016		6/14/2013	248,000.00	100.29	248,731.10	0.22%	None	441
CD57116AGF9	248,000.00	0.55	248,000.00	0.30	63.53	731.10	None	1.2
Wells Fargo Sweep Cash		5/31/2006	-98,967.69	100.00	-98,967.69	-0.09%	None	1
WFSWEEP	-98,967.69	0.11	-98,967.69	0.11		0.00	None	0
Sub Total 44: Shadow Creek Impact	645,032.31	0.85	645,032.31	0.65	645,803.34	0.57%		645
					326.48	771.03		1.74
45: Hotel/Motel Occupancy								
Americanwest Bank 0.8 1/25/2017		7/25/2014	248,000.00	100.07	248,169.14	0.22%	None	666
030590DS9	248,000.00	0.80	248,000.00	0.76	353.32	169.14	None	1.81



City of Pearland
Portfolio Holdings by Portfolio Name
Report Group: Pearland

Date: 3/31/2015

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
Colonial Virginia Bank 0.55 6/24/2016		6/25/2013	248,000.00	100.30	248,732.34	0.22%	None	451
CD196121AM9	248,000.00	0.55	248,000.00	0.31	26.16	732.34	None	1.23
FHLB 0.33 2/18/2016		2/23/2015	1,000,300.00	99.99	999,923.00	0.9%	Moody's-Aaa	324
3130A4BZ4	1,000,000.00	0.30	1,000,267.89	0.34	394.17	-344.89	S&P-AA+	0.88
FHLMC 0.4 1/15/2016-14		1/29/2014	1,000,000.00	99.98	999,848.00	0.9%	Moody's-Aaa	290
3134G4S33	1,000,000.00	0.40	1,000,000.00	0.42	844.44	-152.00	S&P-AA+	0.79
First Commercial Bank Miss 0.4 6/26/2015		12/27/2013	248,000.00	100.06	248,158.72	0.22%	None	87
31984GCW7	248,000.00	0.40	248,000.00	0.13	13.59	158.72	None	0.24
Wells Fargo Sweep Cash		5/31/2006	270,910.17	100.00	270,910.17	0.24%	None	1
WFSWEEP	270,910.17	0.11	270,910.17	0.11		0.00	None	0
Sub Total 45: Hotel/Motel Occupancy	3,014,910.17	0.39	3,015,210.17	0.36	3,015,741.37	2.7%		303
			3,015,178.06		1,631.68	563.31		0.82
46: Park Donations								
Wells Fargo Sweep Cash		5/31/2006	97,067.16	100.00	97,067.16	0.09%	None	1
WFSWEEP	97,067.16	0.11	97,067.16	0.11		0.00	None	0
			97,067.16		97,067.16	0.09%		1
Sub Total 46: Park Donations	97,067.16	0.11	97,067.16	0.11		0.00		0
47: Park & Rec Development								
First State Bank - Un Cty Tenn 0.45 12/23/2015		12/23/2013	248,000.00	100.21	248,532.70	0.22%	None	267
336472EJ0	248,000.00	0.45	248,000.00	0.16	24.46	532.70	None	0.73
Safra National Bank 0.45 7/30/2015		7/30/2014	248,000.00	100.05	248,117.30	0.22%	None	121
78658QDT7	248,000.00	0.45	248,000.00	0.31	746.04	117.30	None	0.33
Wells Fargo Sweep Cash		5/31/2006	677,606.48	100.00	677,606.48	0.61%	None	1
WFSWEEP	677,606.48	0.11	677,606.48	0.11		0.00	None	0
			1,173,606.48		1,174,256.48	1.05%		83
Sub Total 47: Park & Rec Development	1,173,606.48	0.25	1,173,606.48	0.16	770.50	650.00		0.22
49: Tree Trust Fund								



City of Pearland Portfolio Holdings by Portfolio Name Report Group: Pearland

Date: 3/31/2015

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
Wells Fargo Sweep Cash		5/31/2006	53,367.42	100.00	53,367.42	0.05%	None	1
WFSWEEP	53,367.42	0.11	53,367.42	0.11		0.00	None	0
Sub Total 49: Tree Trust Fund	53,367.42	0.11	53,367.42	0.11	53,367.42	0.05%	0.00	1
50: Capital Projects								
Enterprise B&T Co 0.4 2/4/2016		2/25/2015	248,000.00	99.89	247,719.02	0.22%	None	310
29367ACU5	248,000.00	0.40	248,000.00	0.54	73.38	-280.98	None	0.84
San Diego Private Bank California 0.8 3/31/2017		3/31/2014	248,000.00	99.70	247,265.92	0.22%	None	731
79744YAB6	248,000.00	0.80	248,000.00	0.95	0.00	-734.08	None	1.98
Wells Fargo Sweep Cash		5/31/2006	1,251,577.15	100.00	1,251,577.15	1.13%	None	1
WFSWEEP	1,251,577.15	0.11	1,251,577.15	0.11		0.00	None	0
Sub Total 50: Capital Projects	1,747,577.15	0.25	1,747,577.15	0.29	1,746,562.09	1.57%	-1,015.06	148
55: Sidewalk Fund								
Wells Fargo Sweep Cash		5/31/2006	209,537.67	100.00	209,537.67	0.19%	None	1
WFSWEEP	209,537.67	0.11	209,537.67	0.11		0.00	None	0
Sub Total 55: Sidewalk Fund	209,537.67	0.11	209,537.67	0.11	209,537.67	0.19%	0.00	1
60: Police State Seizure								
Wells Fargo Sweep Cash		5/31/2006	191,485.75	100.00	191,485.75	0.17%	None	1
WFSWEEP	191,485.75	0.11	191,485.75	0.11		0.00	None	0
Sub Total 60: Police State Seizure	191,485.75	0.11	191,485.75	0.11	191,485.75	0.17%	0.00	1
62: Federal Police Fund								
Wells Fargo Sweep Cash		5/31/2006	43,185.81	100.00	43,185.81	0.04%	None	1
WFSWEEP	43,185.81	0.11	43,185.81	0.11		0.00	None	0
Sub Total 62: Federal Police Fund	43,185.81	0.11	43,185.81	0.11	43,185.81	0.04%	0.00	1



City of Pearland
Portfolio Holdings by Portfolio Name
Report Group: Pearland

Date: 3/31/2015

Description CUSIP	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio Unre. Gain/Loss	Credit Rating Credit Rating	Days To Call/Maturity Duration To Maturity
64: 1998 Cert of Obligation								
US AmeriBank Largo FL 0.55 12/23/2015 917312CC2	248,000.00	12/23/2013 0.55	248,000.00 248,000.00	100.22 0.25	248,550.31 29.90	0.22% 550.31	None None	267 0.73
Wells Fargo Sweep Cash WFSWEEP	135,290.64	5/31/2006 0.11	135,290.64 135,290.64	100.00 0.11	135,290.64 0.00	0.12% 0.00	None None	1 0
Sub Total 64: 1998 Cert of Obligation	383,290.64	0.39	383,290.64	0.20	383,840.95 29.90	0.34% 550.31		173 0.47
67: 2003 Revenue Bonds								
CALUSA NATIONAL BANK 0.5 9/22/2016 13151TAX4	248,000.00	5/23/2014 0.50	248,000.00 248,000.00	100.21 0.36	248,519.31 30.58	0.22% 519.31	None None	541 1.47
Continental Bank 1.25 5/25/2018 211163EN6	248,000.00	11/26/2014 1.25	248,000.00 248,000.00	100.15 1.20	248,375.22 1,061.64	0.22% 375.22	None None	1151 3.09
First National Bank ORD NEB 0.8 11/18/2016 32116RAC8	248,000.00	11/18/2013 0.80	248,000.00 248,000.00	100.68 0.38	249,680.94 722.94	0.22% 1,680.94	None None	598 1.62
Medallion Bank UT 0.4 11/3/2015 CD58403BB62	248,000.00	5/3/2013 0.40	248,000.00 248,000.00	100.22 0.03	248,549.57 402.24	0.22% 549.57	None None	217 0.59
Wells Fargo Sweep Cash WFSWEEP	3,284,340.94	5/31/2006 0.11	3,284,340.94 3,284,340.94	100.00 0.11	3,284,340.94 0.00	2.95% 0.00	None None	1 0
Sub Total 67: 2003 Revenue Bonds	4,276,340.94	0.26	4,276,340.94	0.20	4,279,465.98 2,217.40	3.83% 3,125.04		146 0.39
68: 2001 Cert of Obligation								
Luana Savings Bank 1.25 6/19/2018 549103QQ5	248,000.00	12/19/2014 1.25	248,000.00 248,000.00	100.19 1.19	248,481.62 866.30	0.22% 481.62	None None	1176 3.16
Wells Fargo Sweep Cash WFSWEEP	1,846,421.02	5/31/2006 0.11	1,846,421.02 1,846,421.02	100.00 0.11	1,846,421.02 0.00	1.66% 0.00	None None	1 0
Sub Total 68: 2001 Cert of Obligation	2,094,421.02	0.24	2,094,421.02	0.24	2,094,902.64 866.30	1.88% 481.62		140 0.37



City of Pearland
Portfolio Holdings by Portfolio Name
Report Group: Pearland

Date: 3/31/2015

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
70: 2005 Refunding / Mobility								
Wells Fargo Sweep Cash		5/31/2006	96,551.50	100.00	96,551.50	0.09%	None	1
WFSWEEP	96,551.50	0.11	96,551.50	0.11		0.00	None	0
Sub Total 70: 2005 Refunding / Mobility	96,551.50	0.11	96,551.50	0.11		0.09%		1
						0.00		0
93: MUD #4 W&S								
Wells Fargo Sweep Cash		5/31/2012	244.91	100.00	244.91	0%	None	1
WFSWEEP	244.91	0.11	244.91	0.11		0.00	None	0
Sub Total 93: MUD #4 W&S	244.91	0.11	244.91	0.11		0%		1
						0.00		0
95: Property Liability								
Wells Fargo Sweep Cash		10/31/2006	317,359.01	100.00	317,359.01	0.29%	None	1
WFSWEEP	317,359.01	0.11	317,359.01	0.11		0.00	None	0
Sub Total 95: Property Liability	317,359.01	0.11	317,359.01	0.11		0.29%		1
						0.00		0
97: Employee Benefit Trust								
Wells Fargo Sweep Cash		9/1/2007	70,792.46	100.00	70,792.46	0.06%	None	1
WFSWEEP	70,792.46	0.11	70,792.46	0.11		0.00	None	0
Sub Total 97: Employee Benefit Trust	70,792.46	0.11	70,792.46	0.11		0.06%		1
						0.00		0
99: COP Health Claims Fund								
Wells Fargo Cash		7/21/2010	264,669.07	100.00	264,669.07	0.24%	None	1
WF9871	264,669.07	0.11	264,669.07	0.11		0.00	None	0
Wells Fargo Sweep Cash		9/15/2010	153,583.99	100.00	153,583.99	0.14%	None	1
WFSWEEP	153,583.99	0.11	153,583.99	0.11		0.00	None	0
Sub Total 99: COP Health Claims Fund	418,253.06	0.11	418,253.06	0.11		0.38%		1
						0.00		0
Z101: Grant Fund								



City of Pearland
Portfolio Holdings by Portfolio Name
Report Group: Pearland

Date: 3/31/2015

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
Wells Fargo Sweep Cash		5/31/2006	40,068.03	100.00	40,068.03	0.04%	None	1
WFSWEEP	40,068.03	0.11	40,068.03	0.11		0.00	None	0
Sub Total Z101: Grant Fund	40,068.03	0.11	40,068.03	0.11	40,068.03	0.04%	0.00	1
Z112: 2014 CDBG Fund								
Wells Fargo Sweep Cash		10/14/2014	-21,241.33	100.00	-21,241.33	-0.02%	None	1
WFSWEEP	-21,241.33	0.11	-21,241.33	0.11		0.00	None	0
Sub Total Z112: 2014 CDBG Fund	-21,241.33	0.11	-21,241.33	0.11	-21,241.33	-0.02%	0.00	1
Z140: U of H Fund								
Wells Fargo Sweep Cash		12/1/2009	29,092.83	100.00	29,092.83	0.03%	None	1
WFSWEEP	29,092.83	0.11	29,092.83	0.11		0.00	None	0
Sub Total Z140: U of H Fund	29,092.83	0.11	29,092.83	0.11	29,092.83	0.03%	0.00	1
Z141: U of H Capital Renewal Fund								
Wells Fargo Sweep Cash		9/30/2013	240,285.47	100.00	240,285.47	0.22%	None	1
WFSWEEP	240,285.47	0.11	240,285.47	0.11		0.00	None	0
Sub Total Z141: U of H Capital Renewal Fund	240,285.47	0.11	240,285.47	0.11	240,285.47	0.22%	0.00	1
Z145: Municipal Channel								
Wells Fargo Sweep Cash		4/15/2012	563,145.05	100.00	563,145.05	0.51%	None	1
WFSWEEP	563,145.05	0.11	563,145.05	0.11		0.00	None	0
Sub Total Z145: Municipal Channel	563,145.05	0.11	563,145.05	0.11	563,145.05	0.51%	0.00	1
Z200: 2006 Cert of Obligation								
Wells Fargo Sweep Cash		6/30/2006	1,772,004.69	100.00	1,772,004.69	1.59%	None	1
WFSWEEP	1,772,004.69	0.11	1,772,004.69	0.11		0.00	None	0



City of Pearland Portfolio Holdings by Portfolio Name Report Group: Pearland

Date: 3/31/2015

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
Sub Total Z200: 2006 Cert of Obligation	1,772,004.69	0.11	1,772,004.69	0.11	1,772,004.69	1.59%		1
Z201: 2007 Cert of Obligation								
Wells Fargo Sweep Cash		8/31/2006	28,787.53	100.00	28,787.53	0.03%	None	1
WFSWEEP	28,787.53	0.11	28,787.53	0.11		0.00	None	0
Sub Total Z201: 2007 Cert of Obligation	28,787.53	0.11	28,787.53	0.11	28,787.53	0.03%		1
Z202: 2007A Gen Obligation								
Celtic Bank 0.6 6/28/2016		6/28/2013	248,000.00	100.31	248,761.61	0.22%	None	455
CD15118RJD0	248,000.00	0.60	248,000.00	0.35	12.23	761.61	None	1.24
Wells Fargo Sweep Cash		12/31/2007	-64,087.48	100.00	-64,087.48	-0.06%	None	1
WFSWEEP	-64,087.48	0.11	-64,087.48	0.11		0.00	None	0
Sub Total Z202: 2007A Gen Obligation	183,912.52	0.77	183,912.52	0.44	184,674.13	0.16%		613
Z203: 2009 Gen Obligation								
Capital One Bank USA 1.1 11/19/2019		11/19/2014	248,000.00	100.73	249,816.10	0.22%	None	1694
140420QX1	248,000.00	1.10	248,000.00	0.94	986.56	1,816.10	None	4.51
Cathay Bank 0.75 3/21/2016		9/20/2013	248,000.00	100.40	248,993.74	0.22%	None	356
CD149159JE6	248,000.00	0.75	248,000.00	0.34	56.05	993.74	None	0.97
FFCB 1.5 1/28/2019		5/28/2014	1,000,000.00	101.40	1,013,969.00	0.9%	Moodys-Aaa	1399
3133EDNF6	1,000,000.00	1.50	1,000,000.00	1.13	2,625.00	13,969.00	S&P-AA+	3.72
Flushing Bank New York 0.95 3/31/2017		3/31/2014	248,000.00	100.00	247,996.78	0.22%	None	731
34387AAH2	248,000.00	0.95	248,000.00	0.95	0.00	-3.22	None	1.98
Kansas State Bank 0.8 10/31/2016		10/30/2013	248,000.00	100.71	249,765.76	0.22%	None	580
485382DV4	248,000.00	0.80	248,000.00	0.35	0.00	1,765.76	None	1.57
MB Financial Bank 0.4 3/4/2016		3/4/2015	248,000.00	99.84	247,608.16	0.22%	None	339
55266CLH7	248,000.00	0.40	248,000.00	0.57	73.38	-391.84	None	0.93



City of Pearland Portfolio Holdings by Portfolio Name Report Group: Pearland

Date: 3/31/2015

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
Merchant & Manufacturing Bank 0.35 8/7/2015		2/7/2014	248,000.00	100.08	248,198.40	0.22%	None	129
588339DD0	248,000.00	0.35	248,000.00	0.12	57.07	198.40	None	0.35
Peoples United Bank 1.9 11/19/2019		11/19/2014	248,000.00	100.69	249,715.66	0.22%	None	1694
71270QKM7	248,000.00	1.90	248,000.00	1.74	1,704.07	1,715.66	None	4.43
Provident Bank 0.35 8/21/2015		2/21/2014	248,000.00	100.01	248,013.89	0.22%	None	143
743837BF2	248,000.00	0.35	248,000.00	0.34	90.37	13.89	None	0.4
Revere Bank 1.35 6/29/2018		12/30/2014	248,000.00	100.07	248,165.66	0.22%	None	1186
761402AU0	248,000.00	1.35	248,000.00	1.33	27.52	165.66	None	3.18
Santander Bank 0.5 2/25/2016		2/25/2015	248,000.00	99.94	247,856.41	0.22%	None	331
80280JDW8	248,000.00	0.50	248,000.00	0.56	115.51	-143.59	None	0.91
Wells Fargo Sweep Cash		10/30/2008	7,545,040.07	100.00	7,545,040.07	6.79%	None	1
WFSWEEP	7,545,040.07	0.11	7,545,040.07	0.11		0.00	None	0
Sub Total Z203: 2009 Gen Obligation	11,025,040.07	0.40	11,025,040.07	0.34	5,735.53	20,099.56		0.77
Z301: W/S Pay As U Go CIP								
DeWitt Bank and Trust 0.5 6/20/2016		6/24/2013	248,000.00	100.31	248,761.61	0.22%	None	447
CD241888BT2	248,000.00	0.50	248,000.00	0.25	37.37	761.61	None	1.22
Mizuho Bank 0.4 2/25/2016		2/25/2015	248,000.00	100.05	248,113.34	0.22%	None	331
60688MKH6	248,000.00	0.40	248,000.00	0.35	92.41	113.34	None	0.91
Wells Fargo Sweep Cash		12/31/2007	734,163.16	100.00	734,163.16	0.66%	None	1
WFSWEEP	734,163.16	0.11	734,163.16	0.11		0.00	None	0
Sub Total Z301: W/S Pay As U Go CIP	1,230,163.16	0.25	1,230,163.16	0.19	129.78	874.95		0.43
Z302: MUD 4 Capital Programs								
Farm Bureau Bank 0.5 12/23/2015		12/23/2013	248,000.00	100.22	248,550.31	0.22%	None	267
307660HH6	248,000.00	0.50	248,000.00	0.20	27.18	550.31	None	0.73



City of Pearland
Portfolio Holdings by Portfolio Name
Report Group: Pearland

Date: 3/31/2015

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
Pacific City Bank 0.35 6/26/2015		12/26/2013	248,000.00	100.06	248,152.27	0.22%	None	87
69406PBJ7	248,000.00	0.35	248,000.00	0.09	11.89	152.27	None	0.24
Wells Fargo Sweep Cash		2/1/2013	615,700.11	100.00	615,700.11	0.55%	None	1
WFSWEEP	615,700.11	0.11	615,700.11	0.11		0.00	None	0
Sub Total Z302: MUD 4 Capital Programs	1,111,700.11	0.25	1,111,700.11	0.12	39.07	702.58		0.22
TOTAL PORTFOLIO	111,155,588.19	0.43	111,143,855.07	0.37	111,327,672.28	100.00%		267
			111,147,223.49		82,303.25	180,448.79		0.8

Pledged Collateral Reconciliation Report March 31, 2015

Bank	Account Number	Account Name	Amount
Wells Fargo	807-1613395	Credit Card Account	-
Wells Fargo	001-3042841	Sweep Account	91,694,996.43
Wells Fargo	7169195455	False Alarm Reduction Program	111,623.50
Wells Fargo	818-4567843	Alvin ISD	7,657,503.16
Wells Fargo	179-0121790	EMS Payments	-
Wells Fargo	280-7409871	Health Claims	<u>264,669.07</u>
Total of Bank Balances			\$ 99,728,792.16
Pledged Collateral for City			111,193,171.79
FDIC Insurance			<u>250,000.00</u>
			\$ 111,443,171.79
Over (Under) Collateralized			\$ 11,714,379.63
Total % Collateralized			111.7%

Bank	Account Number	Account Name	Amount
Wells Fargo	100-7284258	Development Authority	<u>964,035.81</u>
Total of Bank Balances			\$ 964,035.81
Pledged Collateral for DAP			813,963.36
FDIC Insurance			<u>250,000.00</u>
			\$ 1,063,963.36
Over (Under) Collateralized			\$ 99,927.55
Total % Collateralized			110.4%
Total % Collateralized			111.7%

Status **Collateralized**

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

AGENDA OF:	April 27, 2015	ITEM NO.:	Resolution No. 71
DATE SUBMITTED:	April 15, 2015	DEPT. OF ORIGIN:	Engineering and Capital Projects
PREPARED BY:	Anthony Vu	PRESENTOR:	Trent Epperson
REVIEWED BY:	Trent Epperson	REVIEW DATE:	April 22, 2015
SUBJECT: R2015-71 - A Resolution of the City Council of the City of Pearland, Texas, conveying a Storm Sewer easement to the Harris County Toll Road Authority for service to property in the vicinity of Beltway 8 and Mykawa Road.			
EXHIBITS: R2015-71; A- Easement; B- Survey Map; C- Exhibit			
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:	NA	AMOUNT BUDGETED:	NA
AMOUNT AVAILABLE:	NA	PROJECT NO.:	
ACCOUNT NO.:	NA		
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

RECOMMENDED ACTION

Consideration and approval of a resolution approving an easement acquisition sale located near BW8 and South Wayside Drive with Harris County Toll Road Authority for the grand total of \$1,950.50 and authorizing the City Manager to execute the storm sewer easement.

EXECUTIVE SUMMARY

BACKGROUND

In August 25, 2014, City Council passed a resolution for Harris County Toll Road Authority (HCTRA) to purchase two tracts of land, a permanent access easement located within the 146.13 acres generally bounded by undeveloped Howe Street (South Wayside Drive) to the west, Beltway 8 to the north, Mykawa Road to the east and Clear Creek to the south (see Exhibit C) for \$1,371,356.00. The purpose and usage of these properties adjacent to the right-

of-way of Beltway 8 is for additional detention capacity to mitigate the drainage impacts of expanding the Sam Houston Tollway by two lanes in each direction.

HCTRA contacted the City in March 13, 2015 to purchase an additional storm sewer easement for their connection from the detention reserves to Clear Creek.

The valuation of the proposed easement was based on the previous land acquisition sale of \$4.25 per square feet. This easement will be discounted at 50% since the City will still have the use of the surface of the property. Staff have reviewed the offer and determined it was within reasonable range.

SCOPE OF CONTRACT/AGREEMENT

HCTRA purchase of a **908 square feet** easement.

Part Acquired:

Storm Sewer Easement:	908 square feet x \$4.25 per square feet x 50%	\$1,925.50
		Total: \$1,925.50

BID AND AWARD

n/a

SCHEDULE

April 27, 2015	City Council meeting
April 30, 2015	Obtain signatures for Easement
May 2 , 2015	Easement to Harris County
May 3 , 2015	Harris County check request (4-6 weeks)
June 1, 2015	Receive compensation

POLICY/GOAL CONSIDERATION

The intended use of the easement by HCTRA is compatible with the existing use of the property and supports the expansion of the South Sam Houston Tollway, which will provide improved mobility for the region and Pearland. As HCTRA has identified this property as an ideal location for storm water detention for the project, they would have the option to exercise Eminent Domain to acquire the property if this negotiated price is not accepted.

STORM SEWER EASEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

THAT, **City of Pearland**, of the County of Harris, State of Texas, hereinafter referred to as GRANTOR (whether one or more) for and in consideration of the sum of ONE THOUSAND NINE HUNDRED TWENTY FIVE AND NO/100 DOLLARS (\$ 1,925.00) paid to GRANTOR, the receipt and sufficiency of which is hereby acknowledged, do by these presents GRANT, SELL and CONVEY unto the **County of Harris**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as GRANTEE, an exclusive easement for the purpose of the installation, use, inspection, testing, maintenance, repair, modification, operation, replacement and removal of one, or more, underground, enclosed storm sewer(s) of the same or varying sizes, together with related surface and subsurface appurtenances, in, under, across, along and through the following described land in the County of Harris, State of Texas, more particularly described as follows, to wit:

0.021 acres of land situated in the W.J. Lovett Survey, Abstract 526, Harris County, Texas, said 0.021 acres of land more or less being more particularly described in Exhibit "A" attached hereto and made a part hereof,

together with all rights of ingress and egress over and across GRANTOR's other lands for the purpose of accessing the above described land. GRANTOR reserves and excepts those rights to use the surface of the land described by this STORM SEWER EASEMENT for those purposes, and those purposes only, as shall not otherwise unreasonably impair, interfere with, or otherwise constitute an excessive burden upon, the free and unrestricted exercise of the rights herein granted by GRANTOR to GRANTEE. By way of description, only, and not by way of limitation, for purposes of this STORM SEWER EASEMENT, it shall be deemed that the rights

granted herein to GRANTEE have been unreasonably impaired, or interfered with, or otherwise excessively burdened, when the use being made by GRANTOR, or its heirs, successors and assigns, of the surface of the land described herein is for that of any attached, permanent buildings and enclosures, of any kind or character, any overhead structures, including overhead or aerial walkways, and private bridges, any permanently affixed signs and sign posts, light masts and standards, any wires, utility poles, transmission towers, or lines (whether the same be affixed to the land described herein or affixed to adjacent lands, but which extend over the described lands), any switch boxes, meters, and all other manner of utility appurtenances, any surface drainage facilities (including culverts of any kind), any walls and fences (whether ornamental, decorative or otherwise and regardless of the material, design, and manner of construction), any fountains, any wells and well fixtures, any affixed statuary, sculpture or other artistic representations, whether of molded, carved, or pre-cast construction, any stonework or masonry, any monuments (decorative or otherwise), and any other fixtures or structures that may be firmly attached to the described land. By way of description, only, and not by way of limitation, for purposes of this STORM SEWER EASEMENT, it shall not be deemed that the rights granted herein to GRANTEE have been unreasonably impaired, or interfered with, or otherwise excessively burdened, when the use being made by GRANTOR, or its heirs, successors and assigns, of the surface of the land described herein is for that of any uncovered, ground level, parking areas, any uncovered, ground level, private driveways, access ways, paths, and trails (so long and only so long, as the material used for paving or surfacing consists of gravel, asphalt, or concrete of a thickness not exceeding that which is customarily used for such purpose), any landscaping, including small shrubs and natural ground covers (but excluding trees of any kind), and those playgrounds and athletic fields, the playing surface of which consists of

grass (but excluding any and all related appurtenances that may be affixed or attached such as playground equipment, bleachers, field houses, scoreboards, etc.). Notwithstanding anything contained herein to the contrary, no use or activity otherwise permitted herein or recognized as not unreasonably interfering with, or otherwise constituting an excessive burden upon the exercise of the rights herein granted, shall be conducted in such a manner as to cause such permitted or recognized use or activity to constitute an abuse or impairment of, or an excessive burden upon, any right granted herein. From time to time, and at any time, GRANTEE, as part of its right to install, use, inspect, test, maintain, operate, repair, replace, and remove one or more storm sewers, as provided for, herein, may, with GRANTOR'S consent, remove, destroy, eliminate or dispose of any and all surface improvements, of any kind or character, placed upon the surface of the land described herein by the GRANTOR, or its heirs, successors and assigns, whether permitted under the terms of this STORM SEWER EASEMENT or not, and GRANTEE shall not be liable for any taking, any loss, or any damage, monetarily or otherwise, suffered by the GRANTOR, or its heirs, successors and assigns, directly or indirectly, arising from or as consequence of the removal, destruction, elimination, or disposal of any and all such surface improvements and the loss of any use, thereof, nor shall GRANTEE be under any obligation to GRANTOR, or its heirs, and successors and assigns, to replace any such surface improvements or to provide compensation therefor, to restore the same to the surface of the described land, or to in any manner restore the surface of the lands described herein to the same condition as may have existed prior to the removal, destruction, elimination or disposal of such surface improvements.

This conveyance is subject to all easements, restrictions and reservations of record in the County Clerk's Official Public Records of Real Property of Harris County, which affect the

property herein conveyed, to the extent they are valid and subsisting and are enforceable against the GRANTEE.

TO HAVE AND TO HOLD the said easement, unto the County of Harris to be used for said purpose, forever; and GRANTOR does hereby bind **itself, its heirs, executors**, successors and assigns TO WARRANT AND FOREVER DEFEND all and singular the said easement unto the said Harris County, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, subject to those reservations from conveyance and exceptions to warranty herein made.

EXECUTED this _____ day of _____, 2015.

CITY OF PEARLAND

By: _____
Clay Pearson, City Manager

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on _____, 2015,
by Clay Pearson, City Manager of the City of Pearland, on behalf of said city.

Notary Public Signature

STORM SEWER EASEMENT PARCEL NO. A100J

EXHIBIT "A"

PROPERTY DESCRIPTION FOR 30' STORM SEWER EASEMENT

Being 0.021 acre, 908 square feet parcel of land, situated in the W.J. Lovett Survey, Abstract No. 526, Harris County, Texas, being out of lot 296 of the Minnetex Place Subdivision as recorded in Volume 2, Page 57 of the Harris County Map Records and being out of that certain called 146.13 acre tract of land conveyed to The City of Pearland as recorded under Harris County Clerk's File No. S661485 and being more particularly described as follows with all bearings and coordinates being based on the State Plane Coordinate System, Texas South Central Zone, 4204, NAD 83 (1993 adj.) and all distances and coordinates shown are surface and may be converted to grid by dividing by a combined adjustment factor of 1.00013:

COMMENCING at the southeast corner of that certain 3.729 acre tract conveyed to Harris County Toll Road Authority by deed recorded in H.C.C.F. No. 20140436998 H.C.D.R. being a found 5/8 inch iron rod with cap stamped "Weisser Eng. Houston TX " said point having a surface coordinate of N = 13785453.32 , E = 3139657.22;

THENCE North 77°57'36" West, a distance of 21.01 feet, over and across said 146.13 acre tract and along the south line of said 3.729 acre tract to a found 5/8 inch iron rod with cap stamped "Weisser Eng. Houston, TX" for an angle point of the herein described tract;

THENCE North 83°49'42" West, a distance of 104.10 feet, over and across said 146.13 acre tract and along the said south line of the 3.729 acre tract to a found 5/8 inch iron rod with cap stamped "Weisser Eng. Houston, TX" for an angle point of the herein described tract;

THENCE North 83°53'38" West, a distance of 96.41 feet, over and across said 146.13 acre tract and the said south line of the 3.729 acre tract to a set 5/8 inch iron rod with cap stamped "JNS ENG RPLS 4417" for the POINT OF BEGINNING of the herein described tract, said point having a surface coordinate of N = 13785479.15, E = 3139437.30;

THENCE South 05°23'55" West, a distance of 30.00 feet, along the most Easterly line of the herein described tract, to a set 5/8 inch capped iron rod stamped "JNS ENG RPLS 4417" being on the North line of a 150 feet wide strip conveyed to the Harris County Flood Control District as recorded in Volume 2333 Page 540 H.C.D.R. for an angle point and south east corner of the herein described tract;

THENCE North 83°53'38" West, a distance of 17.25 feet, along the South line of the herein described tract and the said North line of the 150 feet wide Harris County Flood Control District strip , to a set 5/8 inch iron rod stamped "JNS ENG RPLS 4417" for an angle point of the herein described tract;

THENCE South 83°00'16" West, a distance of 13.06 feet, along the South line of the herein described tract and the said North line of the 150 feet wide Harris County Flood District strip to a

STORM SEWER EASEMENT PARCEL NO. A100J

set 5/8 inch iron rod stamped "JNS ENG RPLS 4417" for an angle point and the south west corner of the herein described tract;

THENCE North 05°23'55" East, a distance of 30.72 feet, along the West line of the herein described tract, to a set 5/8 inch iron rod stamped "JNS ENG RPLS 4417" being on the said south line of the 3.729 acre tract for an angle point and the north west corner of the herein described tract;

THENCE North 83°00'16" East, a distance of 9.93 feet, along the North line of the herein described tract and the said south line of the 3.729 acre tract, to a found 5/8 inch iron rod with cap stamped "Weisser Eng. Houston TX " for an angle point of the herein described tract;

THENCE South 83°53'38" East, a distance of 20.31 feet, along the North line of the herein described tract and the said south line of the 3.729 acre tract, to a set 5/8 inch iron rod stamped "JNS ENG RPLS 4417" for an angle point of the herein described tract; and the POINT OF BEGINNING of the herein described tract and containing 0.021 acres of land more or less.

This description is based on the Land Title Survey and plat



Jon N. Strange 2-25-15

Jon N. Strange
Registered Professional Land Surveyor No. 4417

DATE: February 25, 2015

JOB NO.: 224-03

JNS Engineers LLC

TBPLS Firm No. 10169500

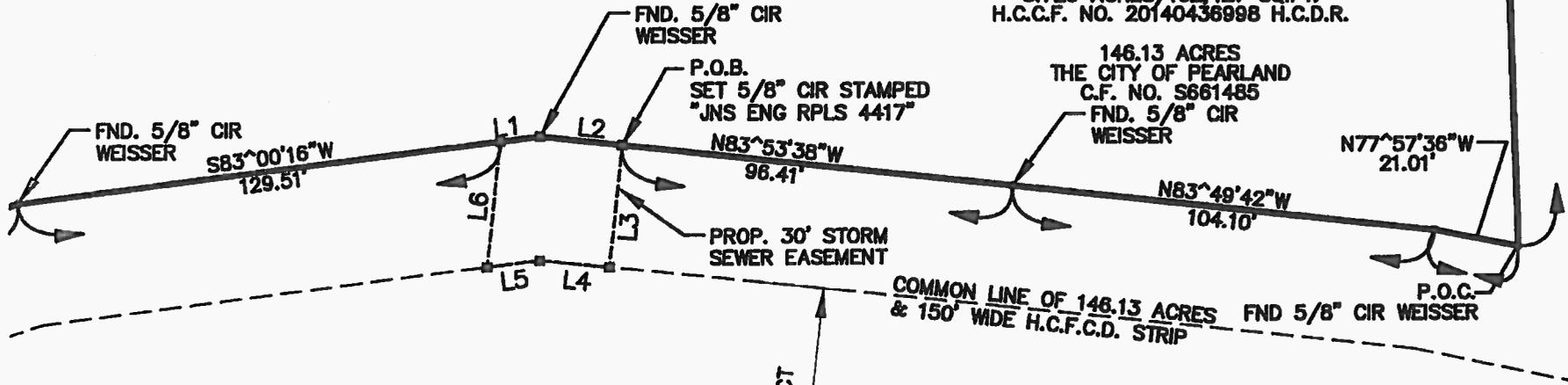
722 Pin Oak Road, Suite 202A

Katy, Texas 77494

(281) 391-3366

PARCEL NO. A100J
 3.729 ACRES/162,427 SQ.FT.
 H.C.C.F. NO. 20140436998 H.C.D.R.

146.13 ACRES
 THE CITY OF PEARLAND
 C.F. NO. S661485
 FND. 5/8" CIR
 WEISSER



W. J. LOVETT SURVEY, ABSTRACT 526

EXIST. 48" CMP

HARRIS COUNTY FLOOD CONTROL DISTRICT
 UNIT A 100'-00"-00' (CLEAR CREEK)
 VOL. 2333, PG. 540 H.C.D.R.

Line Table		
Line #	Length	Direction
L1	9.93'	N83°00'16"E
L2	20.31'	S83°53'38"E
L3	30.00'	S05°23'55"W
L4	17.25'	N83°53'38"W
L5	13.06'	S83°00'16"W
L6	30.72'	N05°23'55"E



JNS ENGINEERS, LLC
 722 FM OAK ROAD, STE 202A
 HOUSTON, TEXAS 77064
 TELEPHONE: (281) 301-3306 FAX: (281) 301-3376
 T.B.P.E. FIRM REGISTRATION NO. F-11663

**BOUNDARY SURVEY OF A 0.021 ACRE
 (908.07 SQ.FT.) 30' WIDE STORM
 SEWER
 EASEMENT
 IN THE W.B. WALKER SURVEY,
 ABSTRACT NO. 857
 HARRIS COUNTY, TEXAS**

DRAWN: EDP	JOB NO. 224-12
DESIGNED: JNS	DATE: FEBRUARY, 2016
APPROVED: JNS	SCALE: 1"=40'

NOTES:

1. THE BEARINGS HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 (NAD'83), 1993 ADJUSTMENT.
2. ALL PROPOSED RIGHT-OF-WAY MONUMENTS ARE SET CAPPED 5/8" IRON RODS STAMPED "JNS ENG RPLS 4417" UNLESS OTHERWISE NOTED.
3. FOR ADDITIONAL INFORMATION ABOUT THE SUBJECT TRACTS, SEE THE METES AND BOUNDS DESCRIPTIONS PREPARED SEPARATELY.
4. H.C.C.F. = HARRIS COUNTY CLERK'S FILE.
5. H.C.M.R. = HARRIS COUNTY MAP RECORDS.
6. FIELD SURVEY PERFORMED NOVEMBER, 2015
7. NO ADDITIONAL RESEARCH FOR EASEMENTS OR ENCUMBRANCES WAS PERFORMED BY JNS ENGINEERS, LLC.
8. ALL COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES. TO CONVERT TO GRID VALUES DIVIDE BY A SCALE FACTOR OF 1.00013.



I HEREBY CERTIFY THAT THIS PLAT IS BASED ON AN ON THE GROUND SURVEY MADE UNDER MY SUPERVISION AND, TO THE BEST OF MY KNOWLEDGE, IS TRUE AND CORRECT.

Jon N. Strange 2-25-15
 JON N. STRANGE R.P.L.S. No. 4417

JNS LLC.	JNS ENGINEERS, LLC 722 FIN OAK ROAD, STE 202A HOUSTON, TEXAS 77494 TELEPHONE (281) 391-3388 FAX (281) 391-3375 T.B.P.E. FIRM REGISTRATION NO. F-11653
BOUNDARY SURVEY OF A 0.021 ACRE (908.07 SQ.FT.) 30' WIDE STORM SEWER EASEMENT IN THE W.B. WALKER SURVEY, ABSTRACT NO. 857 HARRIS COUNTY, TEXAS	
DRAWN: SDP	JOB NO. 224-12
DESIGNED: JNS	DATE: FEBRUARY, 2015
APPROVED: JNS	SCALE: N.T.S.
2 OF 2	

- INDICATES SET 5/8" CAPPED IRON ROD STAMPED "JNS ENG RPLS 4417" OR AS NOTED
- INDICATES NOT FOUND
- INDICATES FOUND MONUMENT AS NOTED

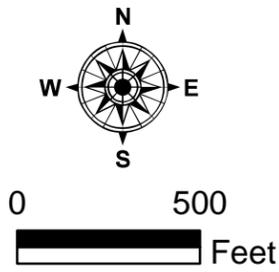
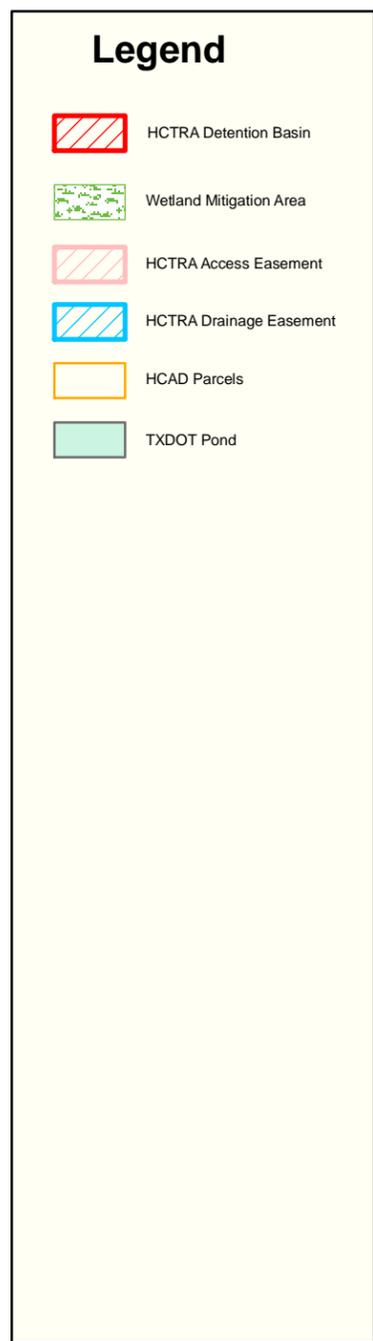


Exhibit B



P:\GIS\Projects\SamHouston Tollway\Southeast\DougEmery-DetentionPond\Exhibit\DougEmery-DetentionPond\Exhibit-JMO.mxd

Photograph date: January 2012
July 7, 2014

RESOLUTION NO. R2015-71

A Resolution of the City Council of the City of Pearland, Texas, conveying a Storm Sewer easement to the Harris County Toll Road Authority for service to property in the vicinity of Beltway 8 and Mykawa Road.

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

Section 1. That certain Easement attached hereto as Exhibit "A" and made a part hereof for all purposes, is hereby conveyed to the Harris County Toll Road Authority.

PASSED, APPROVED, AND ADOPTED this _____ day of _____,
A.D., 2015.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

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

AGENDA OF: 04/27/2015	ITEM NO.: New Business No. 1
DATE SUBMITTED: 04/17/2015	DEPT. OF ORIGIN: Finance
PREPARED BY: Claire Bogard	PRESENTOR: Patrick Jankowski
REVIEWED BY: Jon R. Branson	REVIEW DATE: April 17, 2015
SUBJECT: Economic Update	
EXHIBITS: Presentation – To be handed out at the meeting.	
FUNDING: <input type="checkbox"/> Grant <input type="checkbox"/> Developer/Other <input type="checkbox"/> Cash Opns <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: N/A AMOUNT AVAILABLE: ACCOUNT NO ADDITIONAL APPROPRIATION REQUIRED: ACCOUNT NO.: PROJECT NO.:	AMOUNT BUDGETED: N/A PROJECT NO.:
To be completed by Department: <input checked="" type="checkbox"/> Finance <input type="checkbox"/> Legal <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution	

EXECUTIVE SUMMARY

BACKGROUND

Beginning in fiscal year 2010 through fiscal year 2013, City Council received an economic update for the Houston area in an effort to better understand trends and what impacts these could have on the City.

With the change in the price of crude, expansions of chemical plants, growth in population, to name a few, staff thought it a good time to have an update of the Houston area economic forecast and how all the factors meld together.

We are pleased to have Patrick Jankowski, Senior Vice-President of Research of the Greater Houston Partnership to provide the update. He has presented this update in the past. Mr. Jankowski oversees the Research Department, which provides information gathering, data analysis, database management, economic forecasting and mapping functions for the Partnership's five division. He joined the Partnership in 1981, when it was known as the Houston Chamber of Commerce. Mr. Jankowski is a member of the Texas Economic and Demographic Association, the Council for Community and Economic Research, the National Association for Business Economics, and the Commercial Real Estate Research Forum. He is currently president of The Houston

Economics Club. He is a frequent speaker on business and economic issues and has served as an expert witness in cases regarding local business and economic trends.

POLICY/GOAL CONSIDERATION

Fiscally Responsible and Healthy Economy.

RECOMMENDED ACTION

Receive presentation on Houston area Economic Update.

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

AGENDA OF:	April 27, 2015	ITEM NO.:	Resolution No. R2015-68
DATE SUBMITTED:	April 17, 2015	DEPT. OF ORIGIN:	Finance
PREPARED BY:	Bob Pearce	PRESENTOR:	Pamela Thompson
REVIEWED BY:	Jon R. Branson	REVIEW DATE:	April 20, 2015
SUBJECT: Resolution No. R2015-68 A resolution of the City Council of the City of Pearland, Texas renewing a unit price bid for printing and mailing of water utility bills with Peregrine Services in the estimated amount of \$205,631 for the period of May 15, 2015 through May 14, 2016.			
EXHIBITS: Resolution #R2015-68 Thursday Packet Memo from Bob Pearce Bid Tabulation			
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: \$205,631 (annualized estimate, \$68,543 rest of year estimate)			
AMOUNT BUDGETED: \$205,631			
AMOUNT AVAILABLE: \$205,631 annually PROJECT NO.:			
ACCOUNT NO.: 030-4145-555-11-00, 030-4145-555-25-00 (printing, estimated at \$35,621 annually; and postage, estimated at \$170,010)			
ADDITIONAL APPROPRIATION REQUIRED:			
ACCOUNT NO.:			
PROJECT NO.:			
To be completed by Department:			
Finance	Legal	Ordinance	Resolution

EXECUTIVE SUMMARY

BACKGROUND

In February 2011, the City issued Bid #0111-13 to retain the services of a third-party contractor for the printing and mailing of the City's water utility bills to residents. The bid specifications requested unit price printing and postage costs for the monthly mailing of approximately 34,327

water utility bills and an estimated 4,000 late notices to City water customers. The bills are generated from usage and billing information provided in a secure, electronic format to the awarded contractor by Utility Billing division personnel. The City is divided into four geographic areas which are billed in a sequential, weekly manner within each month, resulting in four billing cycles for the City.

The bid was awarded in April, 2011 to Peregrine Services, Inc. as the lowest of 13 bid responses received, at the pricing reflected in the attached tabulation for a two-year initial term, with mutual option for three additional one-year renewals. Prior to the May, 2013 expiration of the initial term, City Council approved the first one-year extension through May, 2014, in accordance with the renewal parameters described below, with no price increase requested by the vendor at that time.

SCOPE OF CONTRACT

Printing and mailing of the City's utility bills by Peregrine Services, Inc. on a monthly basis.

BID AND AWARD

Bid specifications provided for the printing of water utility bills at a fixed unit cost per piece for an initial term of two years, with three additional one-year renewal periods. Each renewal is subject to the mutual agreement of both parties, and the subsequent approval of City Council. Any price adjustment request by the Contractor at renewal must be substantiated by a commensurate annual increase over the prior contract term in the Consumer Price Index for the Houston-Galveston-Brazoria metropolitan area.

The 2011 bid award specified a unit cost of \$.088 per piece for printing, plus the lowest prevailing presort, bulk-postage rate available to the City. The current average for City billings is approximately \$0.391 per piece; an average is stated due to the fact that the actual rate can vary among bills in the same batch according to the degree of address match between that provided to Peregrine by the City and that in the United States Postal Service (USPS) address database. Peregrine has agreed to maintain its original print pricing, requesting no increase for this renewal period. Postage is a pass-through cost only to the City, and it should be noted that any rate increase imposed by the USPS during any contract term will subject the City to an equivalent increase at that time.

Utility Billing personnel report a high degree of satisfaction with the service provided by the Contractor and recommends renewal of this award. With no change in pricing for the upcoming renewal period, the awarded vendor's attendance at this meeting was not requested, in accordance with the related Council-approved policy.

POLICY/GOAL CONSIDERATION

This purchase is contemplated and recommended for the purpose of providing citizens with their utility bills in a timely manner.

CURRENT AND FUTURE FUNDING /FINANCIAL IMPACTS

Funding for the purchase comes from Utility Billing and Collections budget.

O&M IMPACT INFORMATION

As printing and mailing of water utility bills are required for all active accounts, similar expenses are anticipated in future years; however, funding is appropriated on an annual basis.

Fiscal Year	2015	2016
Estimated expense	\$68,543 rest of year; \$205,631 annually	Re-Bid (Subject to findings of Wells Fargo billing Plan)

RECOMMENDED ACTION

City Council consideration and approval of City Council Resolution No. R2015-68 a unit price bid for printing and mailing of water utility bills with Peregrine Services in the estimated amount of \$205,631 for the period of May 15, 2015 through May 14, 2016.

RESOLUTION NO. R2015-68

A Resolution of the City Council of the City of Pearland, Texas, renewing a unit price bid for printing and mailing of water utility bills with Peregrine Services in the estimated amount of \$205,631.00 for the period of May 15, 2015 through May 14, 2016.

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

Section 1. That the City previously awarded a unit price bid for the printing and mailing of water utility bills.

Section 2. That the City Council hereby renews a bid with Peregrine Services, Inc., in the unit price amount reflected in Exhibit "A" attached hereto.

Section 3. The City Manager or his designee is hereby authorized to execute a unit price contract for the printing and mailing of water utility bills.

PASSED, APPROVED and ADOPTED this the _____ day of _____,
A.D., 2015.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY



Memo

To: Clay Pearson, City Manager
From: Bob Pearce, Purchasing Officer
CC: Claire Bogard, Jon Branson
Date: April 15, 2015
Re: Bid Renewal – Printing and Mailing of Water Bills

4/16/2015

To: Mayor and City Council members

Heads-up that one more renewal of the competitively bid open printing and mailing services makes most sense, but eye towards moving towards a lock box for bill payments thereafter. Clay

In anticipation of an upcoming agenda request on 4/27/15 for the final renewal period of the above-referenced bid award, and in light of a recent City Council comment with respect to the vendor's location, some background information on the bid award and renewal is provided below.

This contract was awarded in April, 2011, to the lowest bidder among 13 bid respondents, Peregrine Services, Inc. of Monroe, LA. The bids were based upon the production charge per piece for uploading, producing and mailing utility bills, quoted as a cost margin above the prevailing USPS bulk rate (original bid tabulation is attached for review). In the original solicitation, four (4) of the 13 respondents were Texas-based companies, representing Houston, Waco, San Antonio and Coppell.

The contract was awarded for a two-year original term, with three one-year renewal options, with the final available renewal period set to initiate on 5/14/15, upon City Council approval. The renewal period shall retain a provision for the City to terminate the contract for convenience (without cause) at its discretion with a 60 day notice – this is a longer than normal notice period, as it is likely that it would take at least that long to establish service (given information field set-up and file transfer requirements, etc.) with another provider.

Peregrine Services has provided excellent service to the City's Utility Billing division throughout the term of this contract, and also performs the utility billing services for our neighboring communities of Friendswood and League City.

As always, staff will continue to seek the most cost-effective means possible to deliver necessary City services – as such, Utility Billing personnel have recently had discussions with Wells Fargo, the City's depository bank, to explore the possibility of utilizing earnings credits realized by the City for our deposit balances in exchange for Wells Fargo to perform the water bill printing and mailing services included in this bid award. There are multiple layers of considerations with such an arrangement, and Utility Billing and Purchasing staff will continue discussions to determine its feasibility.

Please let me know if you need further information or have any questions/comments – thanks very much.

BID TABULATION: PRINTING AND MAILING OF WATER BILLS
 BID OPENING DATE: THURSDAY, FEBRUARY 24, 2011
 BID NUMBER: 0111-13

	Peregrine Services Inc.	High Cotton	Postal Pros	CSG Systems Inc.	Information Management Solutions	Utilitec	Central Valley Presort Inc.	Matrix Imaging Solutions	Strahm Automation and Mailing Services	Pinnacle Data Systems	HOV Services	FIS	MailMax
	Monroe, LA	Birmingham, AL	Albuquerque, NM	Coppell, TX	San Antonio, TX	Troy, MI	Fresno, CA	Sanborn, NY	Kansas City, MO	Birmingham, AL	Houston, TX	Jacksonville, FL	Waco, TX
	318-325-4762	205-838-2826	505-341-0509	972-462-5447	210-826-4994	248-526-4826	800-870-6245	800-675-9505	816-756-2733	205-307-6853	713-320-9956	414-815-4545	254-751-1012
	Tom Stith	Thomas McGahey	Brad Sauters	Bob Dunaway	T. Kelly Dowe	Chris Macres	Sarrah Soza	Betty Jo Profeta	Cathy Kidwell	Mitch Anderson	Harry Vasquez	Jordan Khamra	Steve Kallus
Cost per each utility bill including all production, labor, material and any other related cost	\$0.088	\$0.091	\$0.095	\$0.100	\$0.102	\$0.103	\$0.103	\$0.107	\$0.1088	\$0.094	\$0.116	\$0.1036	\$0.541
USPS Postage Rate	\$0.3361	\$0.335	\$0.335	\$0.335	\$0.335	\$0.335	\$0.335	\$0.335	\$0.3350	\$0.350	\$0.335		
Total:	\$0.4241	\$0.426	\$0.430	\$0.435	\$0.437	\$0.438	\$0.438	\$0.442	\$0.4438	\$0.444	\$0.451		
Required NCOA Pricing	No Charge	Did Not Provide Amended Bid Sheet	No Charge	\$0.25 per changed address	Included	\$0.20 per corrected record	\$50.00/flat rate	\$680.20/Year	\$50.00/usage any quantity	\$0.25 per changed address	No Charge	Did Not Provide Amended Bid Sheet	Did Not Provide Amended Bid Sheet
Additional Costs	N/A	N/A	N/A	N/A	N/A	N/A	\$250.00 for programming and set up (one time)	N/A	\$300.00 for programming	N/A	N/A	\$5,000.00 programming fee	\$1,500.00 programming fee

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

AGENDA OF: April 27, 2015	ITEM NO.: Resolution No. R2015-73
DATE SUBMITTED: April 20, 2015	DEPT. OF ORIGIN: Engineering
PREPARED BY: Jennifer Lee	PRESENTOR: Skipper Jones
REVIEWED BY: Trent Epperson	REVIEW DATE: April 22, 2015
SUBJECT: R2015-73 - A Resolution of the City Council of the City of Pearland, Texas, authorizing a contract for architectural design services with Hall, Barnum and Lucchesi Architects, in the amount of \$407,600.00 for design services associated with the City Hall Complex Renovation Project.	
EXHIBITS: R-2015- 73, Exhibit A - Hall Barnum Lucchesi Architects Architectural Services Contract, Scope & Schedule; Exhibit B – February 11, 2015 Thursday Packet Memo	
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: \$407,600.00 AMOUNT BUDGETED: \$440,945.00 AMOUNT AVAILABLE: \$4,702,802.00 PROJECT NO.: FA0904 ACCOUNT NO.: 203-000-565-01-00 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	

RECOMMENDED ACTION

Consideration and approval of a resolution approving an Architectural Design Services contract to Hall Barnum Lucchesi (HBL) Architects, in the amount of \$407,600, for the City Hall Complex Renovation Project and authorize the City Manager to execute the design agreement.

EXECUTIVE SUMMARY

BACKGROUND

The City Hall Complex Renovation Project is part of the 2015-2019 Capital Improvement Program intended to renovate the City Hall and Community Center buildings collectively

referred to as the City Hall Complex. Both buildings are approximately thirty years old and as such, no longer function at an optimal level because of outdated mechanical systems that are in need of frequent repair, electrical and plumbing systems that no longer meet the minimum building code requirements for the number of occupants, inadequate security for staff, and current floor plans with inefficient work flow.

Based on a series of programming meetings with staff, a schematic layout was developed for the entire complex. Staff presented the proposed schematic design and MEP plan to council at the February 23, 2015 Council Meeting (see attached February 11, 2015 Thursday Packet memo).

Based on the staff recommendation and discussion with Council, this contract includes the renovation of the entire complex with a base bid consisting of the Annex building and the first floor of City Hall renovation, which will include the City Hall HVAC system. Alternate bid options will include the second floor of City Hall and the third floor of City Hall.

The scope of the renovation is detailed in the attached memo.

SCOPE OF CONTRACT/AGREEMENT

The scope of the proposed HBL design contract includes Architectural, limited Civil, Structural and MEP engineering design services to design, bid and construct the proposed renovation of the City Hall Complex. Design Development and Construction Documents phases are proposed as a lump sum of \$254,475.00 to be billed on progress. The City's standard Bid Phase and Construction Phase services are included on an "Hourly, Not to Exceed" basis of \$39,150.00 and \$106,475.00, respectively, a Reimbursable expense allowance of \$7,500.00, billed at cost plus 10%, includes reproductions and Texas Accessibility Review. The HBL proposal totals \$407,600 which equates to approximately 8.7% of the construction cost estimate of \$4,684,181 and appears in-line with industry standards for this type of renovation project.

BID AND AWARD

A Notice to Proceed is scheduled for issuance within ten days of the contract award and execution.

SCHEDULE

Design services are scheduled to complete within six months, with Bid Phase requiring approximately two months and Construction estimated at approximately one year, which allows for phasing of the work.

POLICY/GOAL CONSIDERATION

The project is in keeping with Council Strategic Objective of Sustainable Infrastructure, and Safe Community

CURRENT AND FUTURE CIP FUNDING /FINANCIAL IMPACTS/DEBT SERVICE

Year	To Date	2016	2017	2018	2019	Total
Budget	\$ 4,942,783					\$ 4,942,783
Prior Expenditures						
PER						-
Land/ROW						-
Design/Survey	98,556					98,556
Construction						-
FF&E						-
Current Request						
Design/Survey	407,600					407,600
Future Expenditures						
PER						-
Land/ROW						-
Design/Survey						-
Construction						-
FF&E						-
Total Expenditures	\$ 506,156	\$ -	\$ -	\$ -	\$ -	\$ 506,156
Remaining Balance	\$ 4,436,627					

Debt Sold	400,000					
Debt to Be Sold		5,224,049				
Annual Debt Service						

O&M IMPACT INFORMATION

With updated HVAC systems, we should see a slight decrease in O&M costs.

Year	2015	2016	2017	2018	2019
Operation and Maintenance Costs					

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is entered into upon final execution by and between the City of Pearland ("CITY") and Hall, Barnum, Lucchesi Architechts ("CONSULTANT").

The CITY engages the CONSULTANT to perform professional services for a project known and described as City Hall Complex Renovation("PROJECT"). (Project #FA0904)

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 preform Architectural Design Services. 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 1 year after Notice to Proceed is issued.

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) \$254,475.00
 - 2. Additional Services shall require independent and specific authorization and shall be billed as (Lump Sum): _____
 - 3. Bid Phase Services (Hourly Not to Exceed) \$39,150.00
 - 4. Construction Phase Services (Hourly Not to Exceed) \$106,475.00
 - 5. Reimbursable Expenses (Not to Exceed) \$7,500.00
 - 6. Total: \$407,600.00
- 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 3701 Kirby Dr. Suite 1166, Houston Texas 77098. 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



April 20, 2015

Jennifer Lee, Project Manager
City of Pearland
3519 Liberty Drive
Pearland, Texas 77581

**Re: Proposal for Architectural & Engineering Services –
Pearland City Hall & Annex Renovations, Pearland, Texas**

Jennifer, HBL Architects is pleased to present this proposal for Architectural & Engineering services for Renovations to be constructed at the site of the existing City Hall & Annex 3519 & 3523 Liberty Drive, Pearland, Texas.

For the purpose of this proposal, HBL Architects will be identified as HBLA and The City of Pearland as The City.

A. SCOPE OF SERVICES

1. Architectural & Engineering Services

Based upon the Schematic Design services completed by HBLA for City Hall Renovations, and as described in D. Compensation, HBLA will provide complete design and contract administration services. The following are the phases of architectural/engineering design services and their fees:

- a. Schematic Design Phase THIS PHASE IS COMPLETE
- b. Design Development Phase 25% \$97,875.00

Based on the approved Schematic Design Documents and any adjustments authorized by The City in the building program or construction budget, HBLA will prepare, for approval by The City, Design Development Documents consisting of drawings, outline specifications, and other documents to fix and describe the size and character of the Project as to architectural, structural, materials and any other elements as may be appropriate. HBLA will present an updated estimate of construction cost of the proposed project.

In addition, HBLA will provide the following:

- Attend 2 to 3 tours of comparable buildings or spaces as selected by the Project Manager, along with staff, with the intent of pointing out characteristics pertinent to the design of this project and receiving

feedback.

- Prepare and submit a project charter to provide rationale and goals for the project.
- Facilitate a town hall type meeting to review the project concepts with affected staff.
- Prepare and submit one (2) sets each of hard copy and digital copies of Design Development Documents including Outline Specifications, Cost Estimate and Schedule to the City staff for review and approval. (60% plan review) Components include:
 - Site plans, paving layouts, lighting and signage for eliminating the utility payment service drive, accommodating accessibility requirements at walks, and landscaping in front of City Hall.
 - Floor plans, Structural, Architectural, MEP and Fire Alarm.
 - Design development interior elevations and color palette,
 - Building sections and details,
 - Casework and millwork elevations,
 - Report addressing all of the City's Design Criteria and Code requirements.
- Respond in writing to all of the City comments on plans, and
- Upon approval of the Design Development, HBLA will then proceed to the Construction Document Phase.

c. Construction Documents Phase 40% \$156,600.00

Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by The City, HBLA shall prepare, for approval by The City, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. City of Pearland shall provide Divisions 00 & 01 Specifications.

HBLA shall advise The City of any adjustments to previous preliminary estimates of construction cost indicated by changes in requirements or general market conditions.

HBLA shall assist The City in connection with The City's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

In addition, HBLA will provide the following:

- Prepare complete Construction Documents and Specifications and submit two (2) set to City staff for Code and general review and approval (90% plan review),
- After 90% review is complete, prepare and submit one (1) complete set of Construction Documents, including 90% written responses, Specifications and Architect's Cost Estimate and schedule to the City's Project Manager for final approval,
- After final approval submit plans to Texas Department of Licensing and Regulations (TDLR) or Registered Accessibility Specialist (RAS) for

- accessibility review.
- Submit documents for building permit review.
- Submit all calculations and documents required to meet Texas Energy requirements review.
- Submit all documents required to meet Texas Windstorm requirements review for added windows.
- Correct plans to reflect issues noted by Review for Permit, and
- Acquire approval and signature of City Engineer and CBO

- d. Bidding/Negotiation Phase Hourly not to exceed. \$39,150.00
 HBLA, following The City's approval of the Construction Documents and of the latest updated estimate of construction cost, will work with The City in obtaining bids or sealed competitive proposals, and will assist The City in awarding and reviewing contracts for construction.

In addition, HBLA will provide the following:

- Chair pre-bid meeting and attend the Bid Opening,
- Respond in writing to questions from bidders and prepare addenda as necessary,
- Prepare Architect's Recommendation of Award Letter that includes the following:
 - Review for unbalanced bid items,
 - Bid Tabulation,
 - Review of contractor's references provided,
 - Explanation of discrepancies between the Architect's estimate and bids,
 - Recommendation to award.
- Attend City Council meeting with recommendation for award of Contract for Construction, and
- Produce and transmit to selected contractor one (1) digital set and five (5) set of construction documents ready for execution with City's Notice of Intent to Award (NOI).

- e. Construction Administration Phase Hourly not to exceed. \$78,300.00
 HBLA shall provide administration of the Contract for Construction as set forth in City of Pearland Standard Contract Agreement.

HBLA's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to The City of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

In addition, HBLA will provide the following:

- Facilitate Pre-Construction meeting and attend regular bi-monthly construction progress meetings,
- Provide Construction Administration:

- Review, log and approve submittals, shop drawings, Request for Information, etc.,
- Review and recommend applications for payment,
- Coordinate with Construction Manager or Project Manager on all Request for Change Proposals, Change Orders, etc.,
- Provide direction for questions and concerns from the contractor and Construction/Project Manager in resolution of problems,
- Provide Construction Administration:
 - HBLA's Construction Administrator to conduct site visits as required to observe milestones of construction including but not limited to the mechanical/electrical/plumbing engineer observation prior to cover-up and interior finishes.
- Conduct Substantial Completion Inspection, coordinate with the City Construction/Project/Manager to create punch list, substantiate that items noted are completed, and issue Substantial Completion Certificate.

- f. Project Close-out Phase Hourly not to exceed. \$19,575.00
 HBLA shall provide administration of the Warranty provided by the General Contractor, including issuance of Warranty Reports and review of close-out documents.

In addition, HBLA will provide the following:

- Provide Warranty Administration Services during the entire Warranty Period. HBLA will issue Warranty Reports and review items after the Contractor has notified the City that these items are complete,
- Provide support services as needed during the project close-out process,
- Obtain and review close-out submittal from the Contractor for completeness before transmitting to the City which include but are not limited to:
 - Contractor's red lines and as-built notes,
 - Warranty information,
 - Material Safety Data Sheet (MSDS),
 - Operating Manuals,
 - Start-up and testing reports,
 - As-built record drawings in digital and hard copy format, and
- Issue Final Completion and Acceptance letter to the City recommending acceptance.

B. ADDITIONAL SERVICES

Additional services shall include any work that is requested by The City beyond the scope of this proposal. Additional services will require The City's written authorization and shall be billed at hourly rates as discussed in Section D. COMPENSATION.

C. CONSULTANT SERVICES

The following Consultant Services are included in the Proposal: Structural Engineering for removal of the central stairs between the first and second floors only, Mechanical/Electrical/Plumbing Engineering Services, cost estimating services and limited landscape architecture services for the area west of City Hall are included in the Proposal and the fees for those services are included in A. Architectural & Engineering Services. If the Add for Landscape design is selected it will include those services through Construction Administration. No other consultant services are included in this proposal. Should any other consultant services, such as Materials Testing services, Audio Visual consulting, Civil Engineering services be required and approved in writing, such services will be billed as Additional Services as described in Section B.

D. COMPENSATION

Fees for services described in Section A & C (Scope of Services & Consultant Services) will be billed monthly by percentage of completion of each phase as follows:

Architectural & Engineering Services:	\$391,500 .00
Reimbursable: Maximum	\$7,500.00
Total Fees/Expenses:	<u>\$399,000.00</u>
Add for Landscape Services through Construction	\$8,600.00
Total Fees/Expenses:	<u>\$407,600.00</u>

Fees for services described in Section A & C (Scope of Services & Consultant Services) are based on the following project parameters and attached schedule: **Based on the Pre-Design Study completed by HBLA for Renovations to the City Hall Complex, HBLA will include design for the interior spaces of approximately 51,000 square feet, design for adding windows and solar devices in the exterior envelope of the Annex, limited site design including site lighting, elimination of drive-thru lane at the utility billing, walk design adjacent to the buildings and schematic design for landscaping from the west face of the City Hall to the Liberty Drive. Site design does not include site drainage, civil engineering, or a traffic study. Limited structural design for removal of the 1st floor central staircase and associated infill required at the second floor is included. MEP engineering for revising and replacing systems as outlined in the Pre Design Study are included. The City shall provide outlet locations for all Owner systems such as A/V, security devices including hardware, phone systems and IT devices. The approximate cost of construction is figured at \$4,470,900. Note that the construction market is in an unusual state of fluctuation and the costs will be reviewed periodically. The Cost of the Work shall be the total cost or, to the extent the project is not completed, the estimated cost to The City of all elements of the Project**

designed and specified by HBLA. The Cost of the Work shall be approved by The City. Significant changes to the project parameters that are requested by The City may result in the negotiation of changes to compensation. If the actual construction costs exceeds the proposed construction budget by more than 5%, the Architects fee is to be adjusted to be 8.8% of the actual construction costs.

Billing rates for additional services are as follows:

Principals	\$200.00/hour
Project Manager	\$180.00/hour
Project Architects	\$160.00/hour
Professional Staff	\$100.00/hour
Secretarial Staff	\$80.00/hour
Additional Consultants	cost x 1.10 if paid by HBLA

E. REIMBURSABLE EXPENSES

Reimbursable expenses, billed at cost will include all reproduction costs, mileage, special mailings, Texas Accessibility Review and deliveries. HBLA will assist The City in budgeting these expenses, along with other expenses which are The City's responsibility. **Reimbursable expenses shall not exceed \$7,500.00 without The City's written approval.**

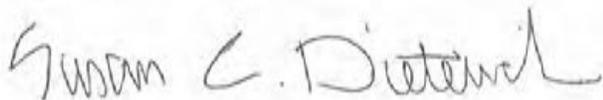
F. CITY'S RESPONSIBILITY

It is The City's responsibility to provide Specifications Sections for Procurement and Contracting Requirements and General Requirements known as Divisions 00 and 01.

We are excited about working with you and City Staff as together we plan for the Renovations to the Pearland City Hall and Annex. If this proposal meets with your approval, please sign and return the original to our office. A copy is provided for your records.

Sincerely,

HBL ARCHITECTS



Susan C. Dieterich, RA, LEED AP
Project Manager

The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942 telephone 512 305-9000, has jurisdiction over individuals licensed under the Texas Architects Registration Law, Article 249VTCS.

EXHIBIT A



ARCHITECTURAL SCOPE OF SERVICES

FOR

City Hall Complex Renovation Project

Architectural Services: Standard Scope of Work

Services provided would include complete architectural, structural, mechanical, electrical, plumbing, and civil design services. In addition the following services will be included.

I. Programming Phase

1. Create a comprehensive Site Plan in accordance with the Unified Development Code (UDC), site utilities, facilities and drainage planning.
2. Create a Program of Spaces for building interior, including: basic information such as sizes, space requirements, workflows, activities and special uses.
3. Facilitate meetings with City staff as needed to develop basic components and traffic planning of building program, including City's standard building systems, equipment and materials.
4. Obtain a Geotechnical Report which recommends building foundations and paving design. Review, report and alert City of any issues found. Coordinate structural and civil engineer as related to the design.
5. Obtain Boundary and Topographical Survey for the property. Review, survey and alert City to any issues found. Coordinate with civil engineer for design.
6. Conduct Traffic Impact Analysis (TIA) (if required), review TIA report and alert the City of any issues found. Coordinate with civil engineer as related to the design.
7. Attend coordination meetings with City staff and any pertinent external agencies (County, State and Federal) as required to determine and gain approvals from all pertinent entities.
8. Provide a schematic cost estimate and conceptual project schedule.
9. Prepare and submit three (3) sets of site plan program of spaces and adjacencies layout for review and approval.

II. Schematic Design Phase

1. Facilitate meetings with City staff to review building square footage, required utilities, drainage, zoning and traffic needs to develop Schematic Design Documents.
2. Obtain and review applicable City standards and guidelines for design (Design Criteria Manual, Unified Development Code) and provide design that meets City codes.
3. Attend Pre-Development meeting and address points of clarification regarding the project.
4. Prepare and submit three (3) sets of Schematic Design Documents, Preliminary Specifications, Schematic cost estimate and schedule to the City staff for review and approval. (30% plan review). Components to include:
 - a. site plans, paving layouts, traffic circulation
 - b. floor plans, building circulation
 - c. exterior elevations, rendering and color palette
 - d. critical building sections and details
 - e. Relevant right of way information such as easements, building set backs etc.
 - f. Location of utilities and sizes
5. After receiving schematic design comments, meet with:
 - a. Planning Department, Building officials and Fire Marshall to review project requirements.
 - b. City Engineer and Brazoria Drainage District 4 (BDD4) to review project drainage.
 - c. Public Works to review utilities.

6. Respond in writing to all City comments on plans.
7. Coordinate with private utilities and service providers.

III. Design Development Phase

1. Facilitate meetings with City staff to develop Design Development Documents.
2. Prepare and submit three (3) sets of Design Development Documents including Detailed Specifications, Cost Estimate and schedule to the City staff for review and approval. (60% plan review). Components to include:
 - a. site plans, paving layouts, traffic circulation, lighting, signage and utilities
 - b. floor plans, Structural, Civil, Architectural, Storm Water Pollution Prevention Plan (SWPPP), MEP, Fire Protection and landscaping
 - c. exterior elevations, rendering and color palette
 - d. building sections and details
 - e. interior elevations, casework and millwork elevations
 - f. drainage Study and calculations
 - g. report addressing all City's Design Criteria and Code requirements
3. Respond in writing to all City comments on plans.
4. Coordinate final utility plans.

IV. Construction Documents Phase

1. Prepare complete Construction Documents and Specifications and submit three (3) sets to City staff for Code and general review and approval (90% plan review).
2. Attend follow up meetings with Fire Marshall, BDD4, City Engineer, Planning and Chief Building Official (CBO).
 - a. Obtain BDD4's approval and signature of plans.
3. Complete Platting and record Plat.
4. Complete final coordination with private utilities and service providers.
5. Prepare and submit three (3) complete sets of Construction Documents, including 90% written responses, Specifications and Architect's Cost Estimate and schedule to:
 - a. Projects Department for review and approval (100% plan review)
 - b. Community Development for formal Plan Review for Permit
6. Submit plans to Texas Department of Licensing and Regulation (TDLR) or Registered Accessibility Specialist (RAS) for accessibility review.
7. Correct plans to reflect issues noted by Review for Permit.
8. Acquire signature of City Engineer and CBO.

V. Bid Phase

- a. Provide Notice to Bidders (NTB) to the Project Manager. City is responsible for advertising.
- b. Reproduce and disseminate bid sets to Dodge, AGC, ABC, Amtek and (2) two sets to the City [PM (1), Purchasing (1) and interested bidders]
- c. Distribute (including the sale of) plans to interested bidders
 - i. Keep record of plan holder's list
- d. Chair pre-bid meeting and attend the Bid Opening
- e. Respond in writing to questions from bidders and prepare addenda as necessary.
- f. Assist with design of Bid Proposal*

- g. 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 project manuals 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.

IV. Construction Administration Phase

- 1. Facilitate Pre-Construction meeting and conduct regular bi-monthly construction progress meetings.
- 2. Provide Construction Administration.
 - a. Review, log and approve submittals, shop drawings, Request for Information etc.
 - b. Review Construction Materials Testing reports.
 - c. Review and approve applications for payment.
 - d. Coordinate with Construction Manager or Project Manager on all Request for Change Proposals, Change Orders, etc. including maintaining a log of all such documents.
 - e. Provide direction for questions and concerns from the contractor and Construction/Project Manager in resolution of problems.
- 3. Provide Field Services for entire construction period
 - a. Architect's Construction Administrator to conduct a site visit **as required to observe milestones**, including observation of structural concrete placement, underground piping installation and inspections, mechanical/electrical/plumbing cover-up, masonry installation, ceiling cover-ups, etc.
 - b. Provide site visit report to Project Manager **monthly**.

VII. Project Close Out

- 1. Provide Warranty Administration Services during the entire Warranty Period. Architect to issue Warranty Reports and review items after the Contractor has notified the City that these items are complete.
- 2. Provide support services as needed during the project close out process.
- 3. Obtain and review close out submittal from the contractor for completeness before transmitting to the City which include but are not limited to:
 - a. Contractor's red lines and as-built notes
 - b. Warranty information
 - c. Material Safety Data Sheet (MSDS)
 - d. Operating Manuals
 - e. Start up and testing reports
 - f. Building commissioner report
 - g. As-Built record drawings (in hard copy and digital format)
- 4. Issue Final Completion and Acceptance letter to the City recommending acceptance.

Additional Services

Geotech

Per UDC and DCM

- Survey/Platting
- Traffic Impact Analysis (TIA)
- Landscape Architect

Testing and Balancing/Building Commissioning

Environmental

USACE Permits

PEARLAND CITY HALL ANNEX RENOVATIONS
HBLA A+E SERVICES
PROPOSED PROJECT SCHEDULE
Update 4/02/2015

PROJECT ACTIVITIES	START	END	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	2016	2017	
DESIGN DEVELOPMENT (10 weeks) Incl. Tours & Town Hall	3/30/2015	6/8/2015											
ESTIMATING (4 WEEKS)	6/8/2015	7/6/2015											
REVIEW AND APPROVAL (5 WEEKS)	6/8/2015	7/13/2015											
CONSTRUCTION DOCUMENTS (9 weeks)	7/13/2015	9/14/2015											
REVIEW AND APPROVAL (2 WEEKS)	9/14/2015	9/28/2015											
BIDDING & NEGIOATION (6 WEEKS INC. PERMITTING & COUNCIL APPROVAL)	9/28/2015	11/9/2015											
CONSTRUCTION ADMINISTRATION (8 - 11 MONTHS)	11/9/2015	7/5/2016- 10/5/2016											
WARRANTY (1 YEAR)	7-9/5/2016	7-9/5/2017											



Memo

To: Clay Pearson, City Manager

From: Trent Epperson, Assistant City Manager

CC: Jon Branson, Deputy City Manager
Jennifer Lee, Project Manager
Skipper Jones, Assistant Director Projects

Date: February 11, 2015

Re: City Hall Complex Renovation Project

2/12/2015

To: Mayor and City Council members

Outline of schematic, opportunities, and cost estimates to City Hall Complex. For upcoming consideration, welcome any advance questions and thoughts.

Clay

The purpose of this memo is to provide updated design and budget information associated with City Hall Complex Renovation Project. This is a follow-up to the attached memo dated August 15, 2014 that was provided to Council during the 2015-2019 Capital Improvement Program budget discussion. At that time, the Council approved a budget with a request for staff to complete a more detailed schematic design, a more refined construction budget, and options for phased construction. The August 14th memo details the current building conditions, proposed improvements, and scope justification. Therefore, this memo will concentrate on providing more details on the schematic plan, recommended mechanical, electrical, and plumbing system upgrades, construction phasing options, and updated construction costs.

As noted in the August 15, 2014 memo, the office space is nearly thirty (30) years old, systems are original and require replacement, and building flow and access needs to be modernized. Renovation now, as a complete package, will be more efficient and reduce lost time for workers and the public.

Schematic Design

Based on staff input through a series of programming meetings, the design consultant has developed the attached schematic design for the City Hall Complex Renovation project. The layouts encompass three floors of City Hall and the Community Center Annex. The meetings with staff and consultants yielded information regarding current and projected staffing needs, adjacencies, security, and public access requirements, which were incorporated into the schematic design. In addition to the staff's comments, the schematic design also addresses amended building code requirements.

Community Center Annex Renovation

The layout of the Community Center focuses on adjacency issues and security issues to improve the significant public access requirements of the Community Development and Utility

Billing functions. The space changes move all of the financial transaction components at the City Hall complex into a single location for the public with proper security measures for those transactions. The layout also consolidates the Finance Department into one location, which will result in improved intradepartmental coordination. On the Community Development side the plan improves the interaction with our customers by providing dedicated spaces for quick plan reviews, permit payment, and related interactions.

City Hall First Floor:

The first floor changes are designed to improve security for the building, improve adjacencies, provide better public access to the City Secretary's Office and the Administration Office Suite, and address the additional Councilmembers that will be added in the next two years. The stairs will be removed from the lobby to provide controlled access to the offices on the second and third floor through the elevator or secured stairwell on the building ends. This will allow the receptionist desk to be relocated providing clear sight lines of people entering the building and provide better space for that position. The other major change to the first floor includes the extension of the Council Chamber to accommodate additional council positions, provide an improved staff area, and dedicate space for the broadcast personnel. The first floor modifications will also include an update to the restrooms to meet current ADA and building code requirements.

City Hall Second Floor

The second floor plans will address adjacencies, security, and increase the efficiency and flexibility of the existing spaces. High interaction between Administration, Legal, and Communications will be accommodated by locating those departments on the same side of the building accessible through the northern staircase. In addition, the consolidated IT and GIS Department will be physically located together within the southern office suite. Improved shared meeting spaces, conference rooms, and break areas will be included on the second floor. These shared spaces will reduce the current number of conference spaces within specific departments providing for a more efficient use of space.

City Hall Third Floor

The third floor will consolidate the offices of the Human Resources Department into one suite and provide a future space option for PEDC when they eventually move out of the U of H building. In the interim, this space can accommodate Engineering and Projects prior to moving to the Service Center on Orange Street and training space.

Mechanical Electrical Plumbing (MEP):

A major component of the work required for the renovation project will be the MEP work. The MEP engineer has met with staff and begun preliminary design efforts to provide cost estimates based on an inspection of the existing equipment for both buildings. The engineer has proposed using a combination of existing and new equipment to completely overhaul the Heating Ventilation and Air Conditioning (HVAC), lighting, and plumbing systems. This overhaul will result in a much more efficient modern system that will result in significant operational savings. In addition, a new fire protection system will be added to the Community Center and

all MEP systems brought up to current building codes. Below are some current pictures showing the condition of some of the existing equipment.



Chillers in the Mechanical Yard



Exterior Switchgear



Heating Hot Water Boiler and Pumps

Cost Estimate

The last estimate considered approximately \$75 per square foot for the renovation work. The most recent bids that take into account the rapid construction inflation of the past year are closer to \$90 per square foot. In addition, a more accurate assessment of the HVAC needs has added to our estimate.

The cost estimate on the following page breaks the project down into different options with a **base project** that includes the full renovation of the Community Center plus the City Hall First Floor with full HVAC replacement. The base project addresses the immediate space needs, the HVAC replacement, the Councilmember additions, and many of the security issues. The **add-on options** are the City Hall Second Floor and the City Hall Third Floor, including the elevator upgrades. Without the second and third floor of City Hall renovations, those spaces will continue to be inefficient, underutilized, and have adjacency issues. In addition, future renovations of those spaces will cost more because they will not benefit from the economies of scale associated with the larger project.

Therefore, the recommendation is to complete design plans for the full facility and bid out the entire project with the options as add alternates. This will allow the final decisions on what moves forward to be based on actual costs instead of estimates.

The base project plus Alternate 1 is within the current available funds. The additional of Alternate 2 may exceed the budget. The current budget is \$4,943,000 which includes approximately \$97,000 for previous and ongoing work (preliminary design and exterior lighting), \$400,000 for design, \$75,000 for furniture and equipment, \$4,010,000 for construction, and \$360,900 in contingency. In addition, we have approximately \$100,000 available to construct and build out the Communications studio area from PEG Channel funds. This results in a total of \$4,470,900 available for construction.

City Hall Complex Renovations Construction Estimate

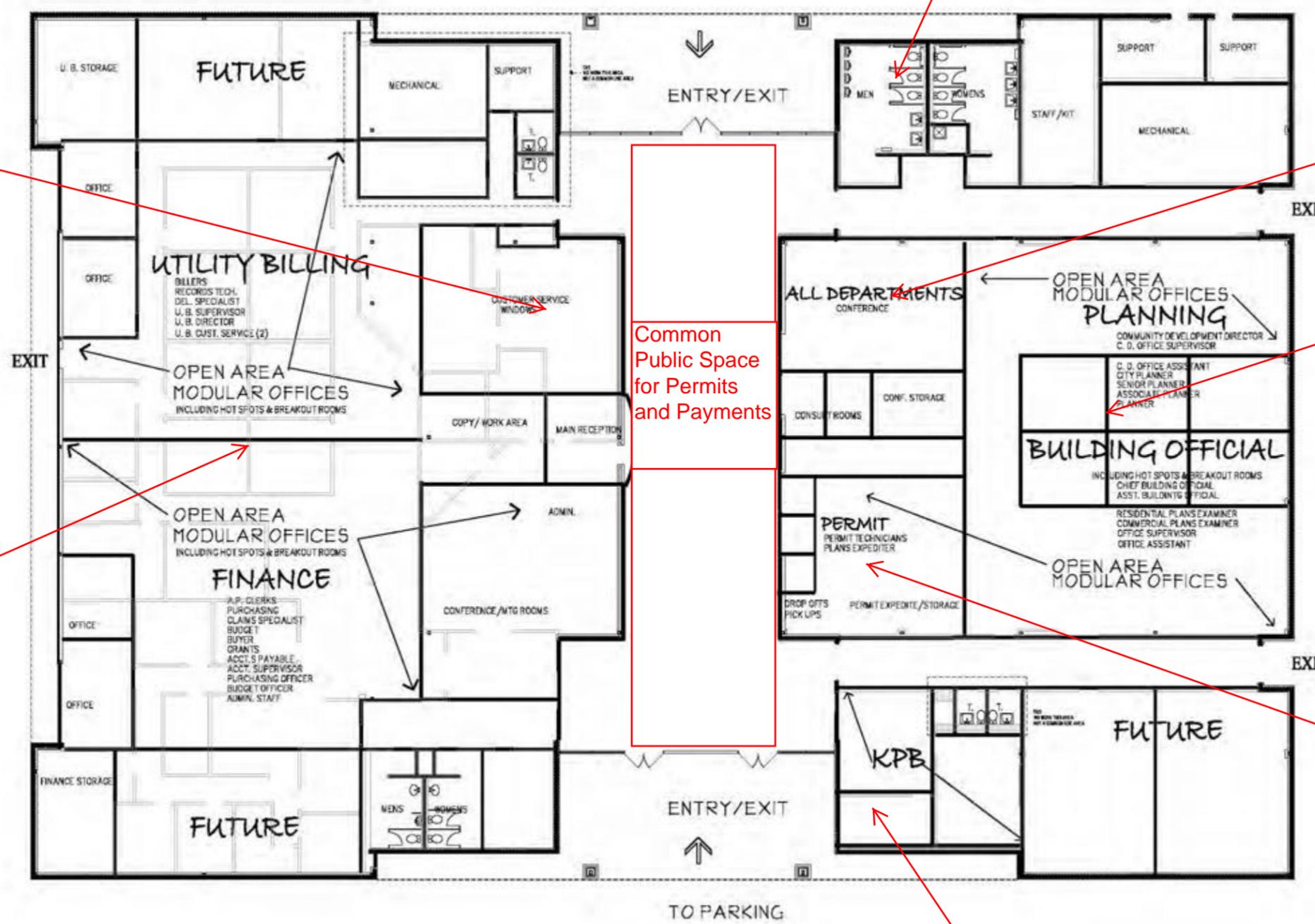
February 2015

Base Bid Project		
Community Center Renovations (23,109 SF)	Cost/SF	Estimated Cost
Plumbing	7.00	161,763
Fire Protection	1.60	36,974
HVAC	20.00	462,180
Electrical	15.00	346,635
General Renovations	46.00	1,063,014
Community Center TOTAL		2,070,566
City Hall First Floor Renovations (9,489 SF) plus full HVAC (27,809 SF)		
Plumbing	7.00	66,423
HVAC	20.00	556,180
Electrical	15.00	142,335
General Renovations	53.00	502,917
City Hall First Floor TOTAL		1,267,855
Base Bid Estimated TOTAL		3,338,421

Alternate Bid Item 1		
City Hall Second Floor Renovation (9,489 SF)	Cost/SF	Estimated Cost
Plumbing	7.00	66,423
Electrical	15.00	142,335
Elevator Upgrades (Lump Sum)		100,000
General Renovations	46.00	436,494
City Hall Second Floor TOTAL		745,252
Base Bid Plus Alternate 1		4,083,673

Alternate Bid Item 2		
City Hall Third Floor Renovations (8,831 SF)	Cost/SF	Estimated Cost
Plumbing	7.00	61,817
Electrical	15.00	132,465
General Renovations	46.00	406,226
City Hall Third Floor TOTAL		600,508
Base Bid Plus Alternate 1 & 2		4,684,181

Available Construction Funds	4,470,900
-------------------------------------	------------------



Secure Public Access Area for Utility Payments

Restroom improvements to meet ADA/Code

Public Access Pre-Development Conference Room

Common Public Space for Permits and Payments

Community Development Suite - Improved Efficiencies and Adjacencies

Consolidated Finance Department Suite

Secure Public Access Area for Permit Applications and Payment

Keep Pearland Beautiful Suite

ANNEX FLOOR PLAN
1/20'-1/4"

City Admin and CSO Suite - Improved Public Access

Open Lobby Concept/Improved Security/Controlled Access to 2nd & 3rd Floor

Restroom Improvements to meet ADA/Code

Council Chamber Modifications for additional Councilmembers - Provide Dedicated Space for Broadcast Personnel

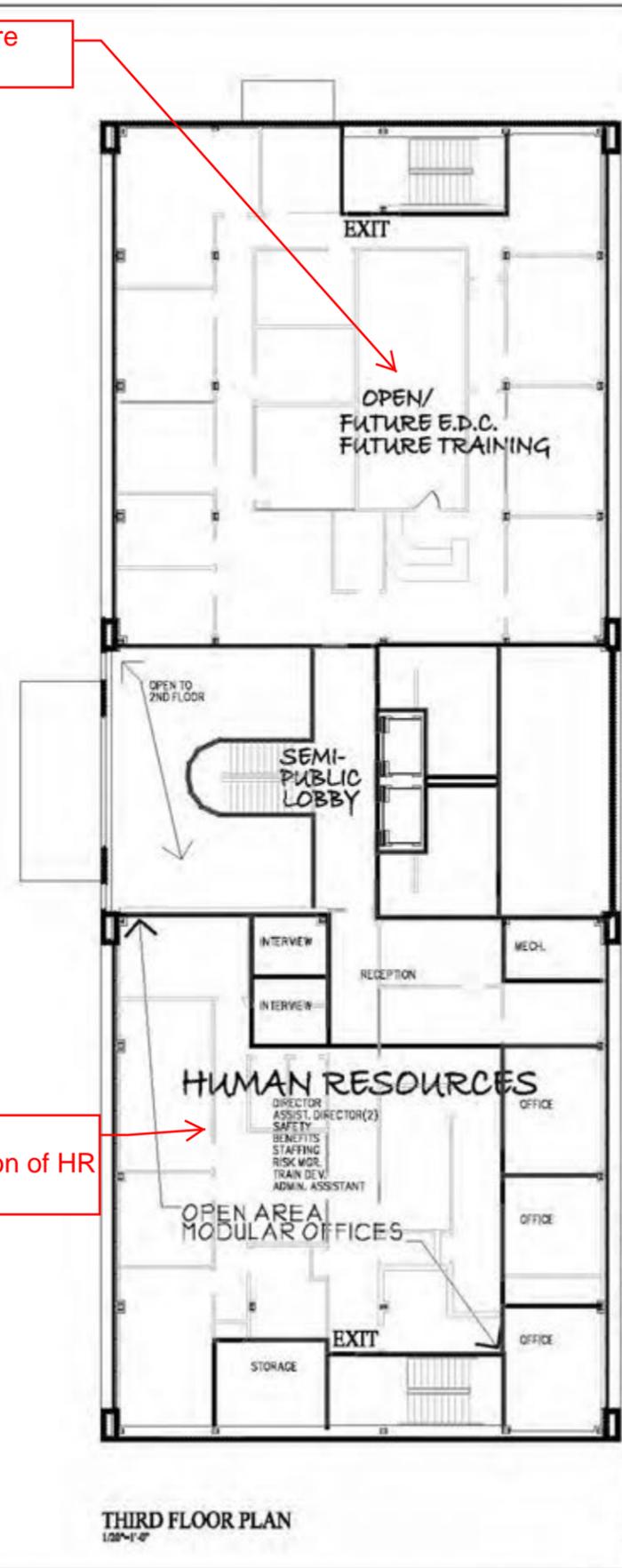
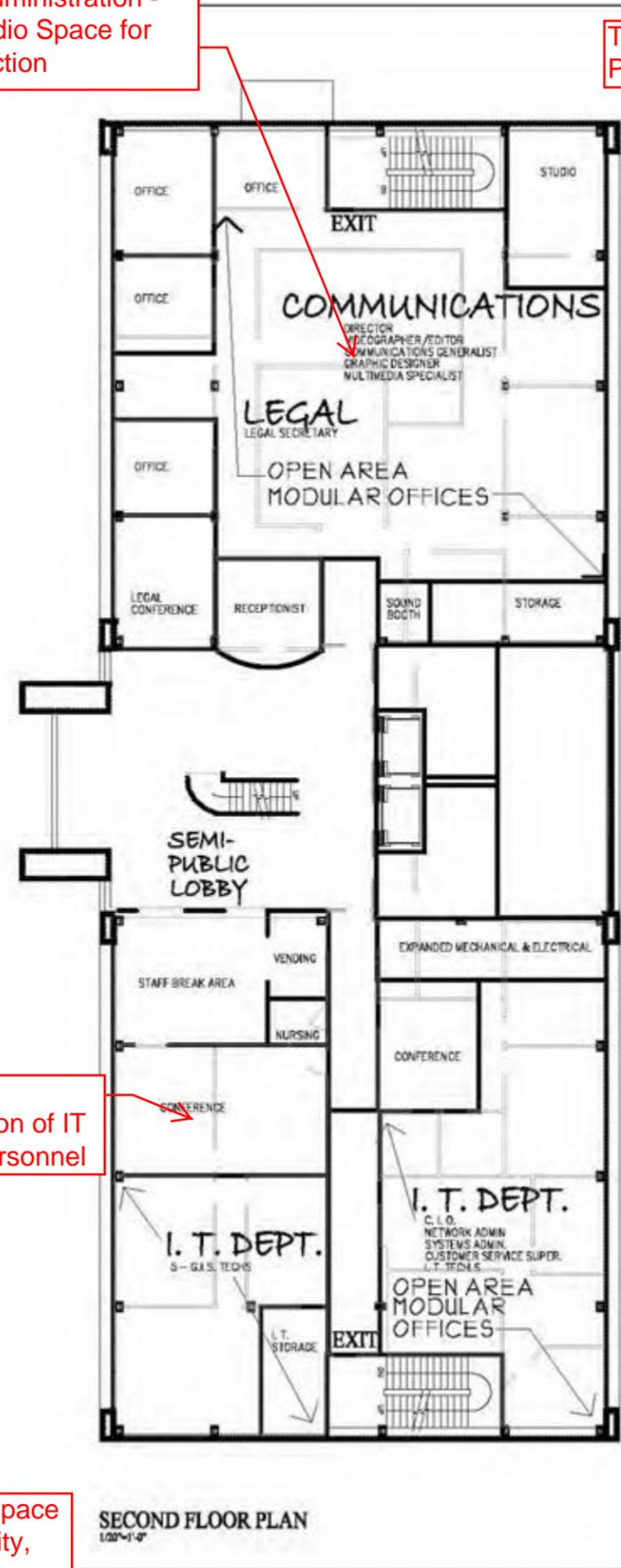
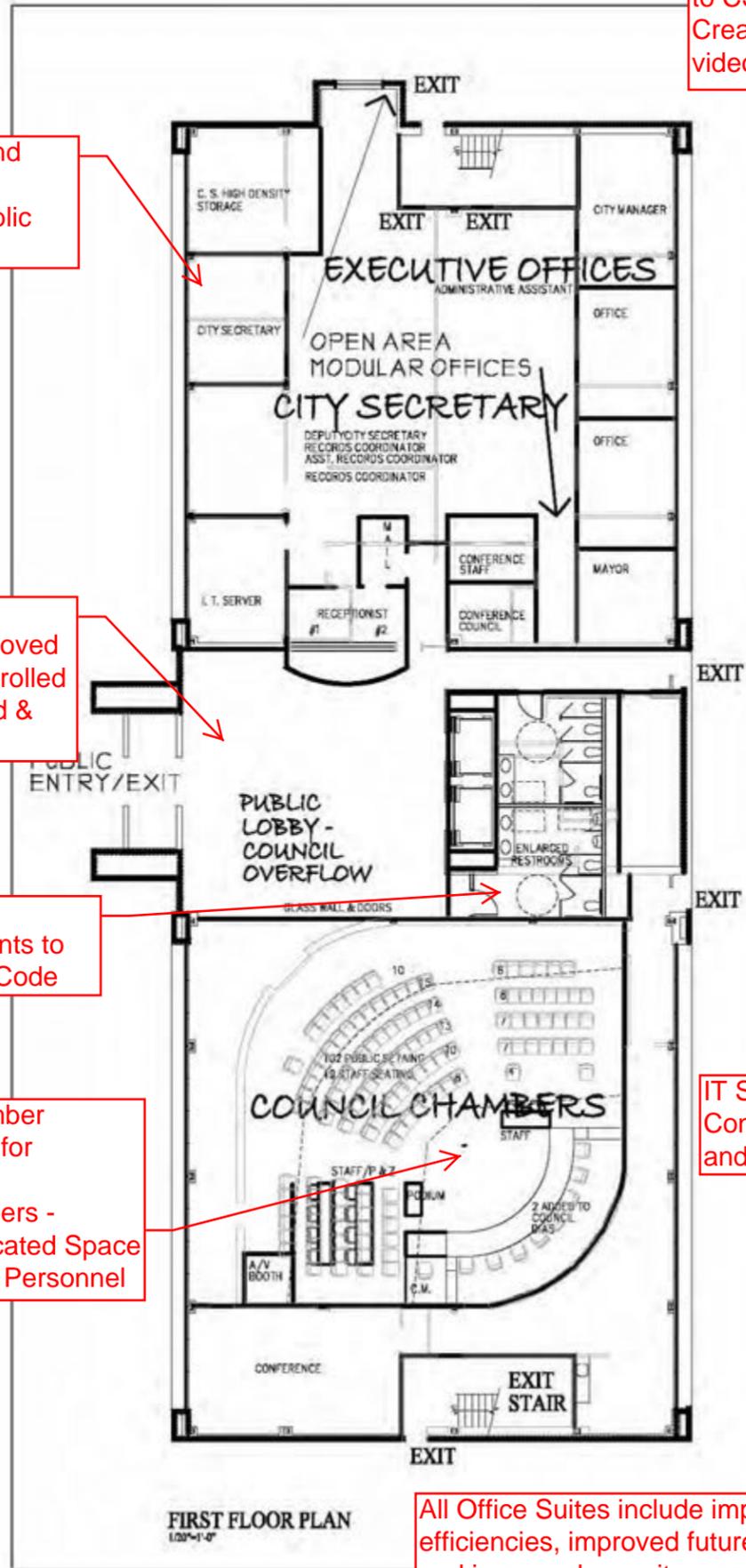
Legal & Communications Suite - Improved adjacency to CSO & Administration - Creates Studio Space for video production

Training/Future PEDC

IT Suite - Consolidation of IT and GIS personnel

HR Suite - Consolidation of HR personnel

All Office Suites include improved space efficiencies, improved future flexibility, and improved security measures





Memo

To: Clay Pearson, City Manager

From: Trent Epperson, Assistant City Manager

CC: Jon Branson, Deputy City Manager
Claire Bogard, Finance Director
Bobby Pennington, Budget Officer
Skipper Jones, Assistant Director - Projects

Date: August 15, 2014

Re: City Hall Complex Renovations

The Community Center was built in 1983 and City Hall was constructed in 1986. A major renovation to both buildings, collectively referred to as the City Hall Complex, has been in the planning stage for several years. The need for the renovations is based on the need to replace thirty year old building systems, provide additional space for current and future staff, upgrade building security, and reallocate space to improve building efficiency. The end result will be an updated complex that will meet the needs of the citizens and staff for the next thirty years.

Most recently, a \$400,000 allocation from Certificates of Obligation was approved to provide the funding for needs assessment, adjacencies study, design, cost estimates for decision-making, and eventual bidding. With that allocation, at this stage, we will further develop the cost estimates and come back with options within the \$4.1 million construction budget.

30 Year Old Building Systems

The Heating, Ventilation, and Air Conditioning (HVAC) equipment and other building systems for this facility are beyond their expected life and need to be replaced or upgraded during the planned renovation prior to a major failure. A review of this equipment was conducted in 2010 and 2013. The recommendations from the reports are below:

- Replace badly corroded exterior HVAC piping
- Existing Air Handling Units are past the American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE) service life and need replaced
- HVAC controls and zones need to be expanded and adjusted
- Exterior electrical distribution equipment is past the ASHRAE service life and should be replaced with new technology
- Replace existing ductwork in Community Center

- Install a new sprinkler water service and fire suppression system throughout the Community Center building
- Parts are becoming obsolete for the existing elevators. The recommendation is to upgrade the elevators to reduce life-cycle cost to maintain and operate

All of the recommended building system upgrades or replacements will increase the building efficiency, decrease the cost to operate, or are required to meet code.

Americans with Disabilities Act (ADA)

Making City Hall accessible not just to meet current minimum standards, but to bring our public meeting spaces into a state for people of all mobility range remains a priority. Both buildings have several items that will need to be brought into compliance with the ADA at a minimum, especially in the restrooms.

Additional Space

Current staff is utilizing areas originally designated for storage and the existing layout is *very* inefficient. To accommodate current staffing and storage needs as well as future staffing and storage needs, the remaining large rooms in the Community Center need to be built-out and existing space needs to be reallocated.

The idea is to coordinate the most-often used functions needed by the public. For instance, the Civic Center space (which would be lost for recreational programming) would be converted to first floor space for the Finance Department. That Finance space will bring together Finance, Purchasing, and Water/Sewer billing. Bill payments will be across the hall from Community Development so that residents and contractors can move from permits issuance to payment more easily. There is also a desire to consolidate cash management and points of payment. Another idea to coordinate functions is to bring the City Secretary and City Manager's Office to the first floor of City Hall where records and staff can be easily accessed by the public. Moreover, the entire building's office space does not maximize the floor space for productive area. There are multiple areas for office supplies. There are hallways in each wing of each floor which are not productive space nor conducive for departments to work openly with each other. Furthermore, each office pod is not able to share administrative front counter staff for receiving the public or answering calls. We have been through modern office spaces such as Kelsey-Seybold where their design emphasizes open collaborations and shared common spaces.

In addition, two Councilmembers will be added over the next two years. This will require additional space at the Council Chamber dais. To provide the additional space, multiple ideas are under consideration including potentially removing a wall to create more space and provide natural light from the west elevation.

Reallocation of Space

Current spaces within City Hall and the Community Center were originally built-out for different departments and a smaller number of employees. This has created a situation where space is use inefficiently and good departmental adjacencies are lacking. The space is not flexible for future growth or changing departmental needs. The renovation will provide much more flexible open space that can

be reallocated and changed in the future by rearranging modular furniture instead of moving walls, electrical, and IT infrastructure.

Safety and Security

A Business Security Survey was conducted for the City Hall Complex by the Pearland Police Department in 2103. The recommendations from this report have been included in the project. These include limited access to employee only areas, security cameras, exterior lighting, and upgrades to teller windows where cash transactions are handled. The security upgrades will make use of card access readers to limit access to office areas. An additional idea under consideration is to perhaps eliminate the first floor stair case which takes up valuable public lobby space and provides open unaccompanied access to office areas.

Cost Estimate

Initial cost estimates for the project were based on the architect's current projects and industry input from contractors performing similar work during this time period. The Architect's cost estimates projected construction costs of \$75.00 per square foot (SF). Staff was able to look at costs for the West Side Library build-out (totaling approximately \$62.50/SF) and the remodel work done on the Fire and EMS building (totaling approximately \$69.77/SF) and confirmed the \$75.00/SF was a reasonable factor to utilize for planning purposes at this early stage.

The renovation includes the following spaces:

City Hall First Floor	9,489 SF
City Hall Second Floor	9,489 SF
City Hall Third Floor	8,831 SF
<u>Community Center</u>	<u>23,109 SF</u>
Total SF	50,918 SF

The estimate that will need to be revised once we move into design of the renovations. During the design we may discover that a particular area does not need much renovation or that a building system (HVAC or Electrical) has more needs than currently identified in pre-design study. To remain within budget or potentially reduce the budget, the project can be bid with a base amount of work to take care of the most critical areas (HVAC, Electrical, Community Center Buildout and Renovations, Council Chambers, City Hall 1st Floor, etc.) with other areas (City Hall 2nd & 3rd floor) as add-alternate bid items. The main issue with the piecemeal approach is that as each space modification is made in the future, you have to modify the balance of the HVAC system to accommodate the re-arranged spaces. The issues that this approach causes are exemplified by the current HVAC issues in the Community Center. The building was originally a library and the HVAC system was not properly modified to accommodate the way the building was built-out. Therefore, the HVAC system is difficult to control causing some areas to always be cold and other area not cool enough. It is also a very expensive system to operate based on age and operational setup.

Alternate Solution & Recommendation

As estimated in the attached July 2, 2014 Thursday Packet, a New City Hall would cost approximately \$24M. It would last about thirty years before needing a major building renovation to replace mechanical equipment and update the facility. A \$4.85M renovation (including design and construction) of the existing 30-year old facility is a much more cost effective use of funds and is the recommended solution.



Memo

To: Clay Pearson, City Manager
 From: Trent Epperson, Director of Engineering & Capital Projects
 CC: Jon Branson, Assistant City Manager
 Claire Bogard, Finance Director
 Date: July 1, 2014
 Re: City Hall Complex Renovations

7/2/14
 To: Mayor & City Council Members
 Update on City Hall improvements project.



The Community Center was built in 1983 and City Hall was constructed in 1986. A major renovation to both building, collectively referred to as the City Hall Complex, has been in the planning stage for several years. Included in this memo is a history of the renovation project, how the scope has evolved, cost estimates, and an alternative cost for a new centrally located facility.

History

In 2007, it was planned to move Community Development from the Community Center to the Old Police Department building on Veterans Drive after completion of the new Public Safety Building (PSB). Then the Community Center would be renovated to accommodate the growth of departments in City Hall. In addition, targeted renovations within City Hall were included. After Hurricane Ike, the renovations were scaled back due to the wall, carpet, ceiling, paint, and roofing replacements made after the hurricane.

After completion of the Public Safety Building in 2010, Municipal Courts moved out of City Hall creating additional space in City Hall for Utility Billing and other departments. However, also in 2010, the concept for the Old PD building changed to a Fire Administration building instead of Community Development. This meant that Community Development would remain in the Community Center building and the space would not be available for the growing departments in City Hall.

Also in 2010, a study of the exiting City Hall Complex prompted adding major HVAC renovations at the Community center to the project.

* The funds to move forward with this project were originally scheduled in 2010 but have been delayed to this point. In the interim, only minor renovations have taken place in the Administration suite and Human Resources suite.

Original Scope & Cost

Building Spaces

The original scope for this project focused on a significant renovation of the Community Development area of the Community Center Building. This encompassed approximately 9,000 SF. In addition, targeted minor renovations were included for specific areas of City Hall. This included the Projects and Utility Billing/IT areas. The concept for these areas was to move some walls and office space to more efficiently utilize the existing space. The City Hall areas totaled 3,350 square feet (SF).

HVAC/Plumbing/Electrical

The original scope included upgrades to the HVAC system in the Community Center and modifications to the electrical, plumbing, and fire sprinkler systems to meet current code requirements. In 2011, this part of the scope was changed to a replacement of the HVAC system within the Community Center.

Roof

The original scope included the replacement of the roof at City Hall. After Hurricane Ike the roof was replaced and this was removed from the scope.

Cost

The budget was approximately \$2.3M for the original scope, which was developed in 2008 and was included in the 2009-2013 Capital Improvement Program budget. After Hurricane Ike, much of both buildings received new paint and carpet. In addition, the roof on City Hall was replaced. At that time a new budget was developed that included a less extensive renovation because of the new roof, carpet, and paint. The budget was reduced to \$751,000 in the 2011-2015 Capital Improvement Program (CIP) budget. This budget was based on approximately \$55/SF for a limited renovation of approximately 12,350 SF. Over the following three budget cycles the scope was expanded to include additional area within City Hall, security upgrades, and limited build-out of the Community Center space. This resulted in a 2014-2018 CIP Budget of approximately \$2.7M.



Current Scope & Cost

Since the original scope was developed, it has been determined that a more comprehensive renovation will be more cost effective and serve the needs for the City Hall complex for the next 20+ years. This scope addresses building security, HVAC systems, adjacency improvements, workload requirements, and improves public meeting spaces.

Building Spaces

In addition to the full renovation of the Community Development area of the Community Center Building, the existing community center space will be converted to office space. This will conceptually

include Utility Billing and Finance, which will consolidate all of the public financial transactions into one building. This adds an additional 14,000 SF to the original 9,000SF renovation of the Community Center.

Within City Hall, the space necessary for staff has grown for the departments that will remain. In addition, the renovation will include more efficient utilization of space and improve the adjacencies of frequently interacting departments. The addition of two City Councilmembers over the next two years and re-orientation of the speaker's podium will also require re-allocation of space within the Council Chambers. This results in a more extensive renovation to most of the building, which is approximately 30,000 SF.

For both buildings, all restrooms will be updated to address any ADA issues, install more efficient fixtures, and meet the aesthetics of the newly renovated building.

Safety/Security

A Business Security Survey was conducted for the City Hall Complex by the Pearland Police Department in 2103. The recommendations from this report have been included in the project. These include limited access to employee only areas, security cameras, exterior lighting, and upgrades to teller window where cash transactions are handled.

HVAC, Plumbing, & Electrical

An assessment of the HVAC system in City Hall was completed since the last building assessment. The system is currently past its expected useful life and is therefore recommended for replacement during the renovation project.

Major Scope Changes

Major changes to the original scope that occurred over several years include:

- Reduction in scope due to the Hurricane Ike restoration project
- HVAC upgrades in the Community Center changed to HVAC replacement
- HVAC system replacement in City Hall
- Community Development remaining in the Community Center created a need for additional space for the other departments in the City Hall Complex
- Build-out of the community spaces on the Community Center were added to accommodate staff growth (added 14,000 SF)
- Significant security upgrades to both buildings
- Extensive reallocation of space in City Hall and Council Chamber changes (added 26,650 SF)

Cost

The most recent construction estimate from the architect is \$4.01M for construction only, which equates to approximately \$75/square foot for the renovation of approximately 53,460SF. We have estimated a 10% design fee, 9% contingency, and \$75,000 for Fixtures, Furnishings, and Equipment (FF&E). The following is a summary of the proposed budget:

Design (10%)	\$ 400,000
Construction (\$75/SF)	\$4,010,000
FF&E	\$ 75,000
<u>Contingency (9%)</u>	<u>\$ 360,900</u>
Total	\$4,845,900 *

New City Hall Alternative – Cost ←

As an alternative to a major renovation of the existing buildings, staff developed a cost estimate for a new centralized City Hall. Based on the programming exercise conducted for the renovations and projected space requirements, a new City Hall building would need to be approximately 50,000-60,000 square feet. A reasonable estimate for a new facility that includes all of the necessary site work, parking lot, water, sewer, and storm water utilities, landscaping, etc. is \$325-350 per square foot. 55,000 SF and \$325/SF are used for the estimate.

Approximately seven to ten acres of centrally located land would need to be purchased. The cost of centrally located land is widely variable. The tax role value of property without frontage on FM518 or other major roadways varies from \$30,000 to 40,000 per acre. For property on FM518 or other major roadways the tax appraised value is around \$125,000 per acre. Typically, the open market value will be higher than the appraised value. Ten acres and \$80,000 per acre is used for the estimate.

The design estimate is at 15% of construction cost because of the addition of geotechnical engineering, civil engineering, structural engineering, and lengthier construction phase services. FF&E was held constant but would probably need to be higher for a new facility and the Contingency was increased to 15% based on the uncertainty of land cost, unforeseen conditions, and the rapidly rising construction costs. The estimate is below:

Land Acquisition	\$ 800,000
Design (15%)	\$ 2,681,250
Construction	\$17,875,000
FF&E	\$ 75,000
<u>Contingency (15%)</u>	<u>\$ 2,681,250</u>
Total	\$24,112,500 ←

Recommendation

Staff recommends moving forward with the more extensive City Hall Complex renovation, which will result in a modern and efficient facility that will serve the City of Pearland for the next 20-30 years. The recommended project is included in the proposed sale of Certificates of Obligation that will be presented to City Council on July 14, 2014.



RESOLUTION NO. R2015-73

A Resolution of the City Council of the City of Pearland, Texas, authorizing a contract for architectural design services with Hall, Barnum and Lucchesi Architects, in the amount of \$407,600.00 for design services associated with the City Hall Complex Renovation Project.

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

Section 1. That certain contract for architectural 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 architectural design services associated with the City Hall Complex Renovation Project.

PASSED, APPROVED and ADOPTED this the _____ day of _____,
A.D., 2015.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

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

AGENDA OF: 4-27-15	ITEM NO.: Resolution No. R2015-62
DATE SUBMITTED: 4-19-15	DEPARTMENT OF ORIGIN: Planning
PREPARED BY: Darrin Coker	PRESENTOR: Darrin Coker
REVIEWED BY: NA	REVIEW DATE: NA
<p>SUBJECT: R2015-62- A Resolution of the City Council of the City of Pearland, Texas (“city”) denying the distribution cost recovery factor rate increase of CenterPoint Energy Houston Electric, LLC made on or about April 6, 2015; authorizing participation in a coalition of similarly situated cities; authorizing participation in related rate proceedings; requiring the reimbursement of municipal rate case expenses; authorizing the retention of special counsel; finding that the meeting complies with the open meetings act; making other findings and provisions related to the subject; and declaring an effective date.</p>	
EXHIBITS: R2015-62	
EXPENDITURE REQUIRED:	AMOUNT BUDGETED:
AMOUNT AVAILABLE:	PROJECT NO.:
ACCOUNT 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

On April 6, 2015, CenterPoint Electric (“Company”) filed an Application for Approval of a Distribution Cost Recovery Factor (DCRF) in its Texas Coast Division. In their filing, the Company asserts that it is entitled to a \$16.77 million increase in base revenues. The Company argues that the increase is necessary to recover capital costs that were unable to be captured in their 2009 rate increase. After reviewing the Company’s proposed increase, it appears that residential customers can expect an average increase of close to \$1.00 per month. Unlike the Gas Rate Case where the Railroad Commission has appellate jurisdiction, the PUC has appellate jurisdiction in this matter. This is a streamlined process (very short discovery timelines) that provides municipalities very little

time to evaluate the merits of the request. For this reason, a rate suspension is not appropriate because there would be too little time to evaluate the proposal. Instead, it is recommended that the Council deny the request, and force the Company to justify their proposal to the PUC or negotiate a compromise with the City.

In the past, the City has suspended/denied the proposed increases, and participated in the Texas Coastal Utilities Coalition (TCUC) to challenge proposed rate increases. The TCUC is comprised of Pearland, Baytown, Angleton, Freeport, West Columbia, League City, Shoreacres and Wharton, and is represented by the Austin law firm of Herrera and Boyle. Traditionally, the Company seeks a larger rate increase than can be justified with the understanding that cities usually deny their request; and the denial typically results in a subsequent negotiated settlement or reduced rate increase from the Railroad Commission. The TCUC cities are not required to pay any legal expenses with the rate case. Legal counsel for the TCUC fronts the legal costs for representation and forwards the invoices to the Company for reimbursement.

AGENDA INFORMATION SHEET
ITEM NO. _____

**DENIAL OF APPLICATION FOR APPROVAL OF A RATE INCREASE
SUBMITTED BY CENTERPOINT ENERGY**

BACKGROUND

On or about April 6, 2015, CenterPoint Energy Houston Electric, LLC (“CenterPoint”) submitted an Application for Approval of a Distribution Cost Recovery Factor (“DCRF”) to increase its annual revenue requirement by approximately \$16.7. CenterPoint proposes to implement this increase effective September 1, 2015.

CenterPoint’s application affects all retail electric providers (“REPs”) serving end-use retail electric customers in CenterPoint’s service-area and will affect the retail electric customers of those REPS to the extent the REPs chose to pass along these charges to their customers.

This is the first time CenterPoint has filed a DCRF. A DCRF permits CenterPoint to include in its rates distribution investment that occurred after the conclusion of its most recent comprehensive base rate case, Docket No. 38339. Docket No. 38339’s test year ended December 31, 2009. CenterPoint’s DCRF Application includes distribution investments and related expenses from January 1, 2010 through December 31, 2014.

A DCRF filing is a streamlined single-issue proceeding outside of a comprehensive base rate case. CenterPoint had to file its DCRF from April 1 through April 8. The Commission’s rule dictates that September 1, 2015, absent good cause, is the effective date. This means, absent good cause, the case will be resolved in approximately 148 days. Discovery is also very limited. Parties may not serve more than 20 requests for information and requests for admissions of fact without good cause. A DCRF case is designed to move quickly and for parties to have limited review.

REPRESENTATION

The law firm of Herrera & Boyle, PLLC (through Mr. Alfred R. Herrera) has previously represented the Texas Coast Utilities Coalition (“TCUC”) in rate matters involving CenterPoint Energy. Similarly, the firm of Herrera & Boyle has represented other Texas cities dealing with rate case matters, therefore providing a depth of experience in dealings with CenterPoint and the Public Utility Commission of Texas (“Commission”).

INTERVENTION AT THE PUBLIC UTILITY COMMISSION OF TEXAS AND COURT PROCEEDINGS, IF ANY

CenterPoint Energy filed its Application for Approval of a DCRF with the City on the same date it filed its application with the Railroad Commission of Texas. It is important to participate in the Commission's proceeding because its final decision may impact rates within the City. Thus, the accompanying Resolution authorizes intervention in proceedings at the Public Utility Commission of Texas, including any appeal of the City's decision on rates.

RATE CASE EXPENSES

Cities, by statute, are entitled to recover their reasonable rate case expenses from the utility. Legal counsel and consultants approved by the City will submit monthly invoices to the City that will be forwarded to CenterPoint for reimbursement.

ACTION: DENIAL OF CENTERPOINT'S PROPOSED RATE INCREASE

CenterPoint's DCRF application is the first of its kind in CenterPoint's service territory and may contain novel or unreasonable proposals and therefore should be carefully reviewed. The City only has 60 days to act on CenterPoint's request. If the City has not acted within 60 days, the application is deemed denied and appealed to the Commission to be consolidated with the DCRF proceeding.

The application was filed on April 6, 2015, therefore the City has until June 5, 2015 to act. It is virtually impossible for the City to set just and reasonable rates before the expiration of City's jurisdiction at the 60-day mark. Denial does not preclude the City's special regulatory counsel and experts an opportunity to perform a review of CenterPoint's application and request additional information as necessary to fully evaluate the proposal and determine the most appropriate response. Further, a denial will not eliminate the possibility of resolving the proceeding through settlement.

RECOMMENDATION

It is recommended that the City deny CenterPoint's application to approve its DCRF rate increase.

It is also recommended that the City retain the law firm of Herrera & Boyle, PLLC to represent the City's interest in matters related to CenterPoint's DCRF filing and to advise the City with regard to CenterPoint's application, and that the City intervene in the proceeding before the Public Utility Commission of Texas, and represent the City in appeals, if any, regarding CenterPoint's application. A resolution to deny CenterPoint's rate increase is provided with this agenda information sheet.

The City must take action no later than June 5, 2015.

RESOLUTION NO. R2015-62

A Resolution of the City Council of the City of Pearland, Texas (“city”) denying the distribution cost recovery factor rate increase of CenterPoint Energy Houston Electric, LLC made on or about April 6, 2015; authorizing participation in a coalition of similarly situated cities; authorizing participation in related rate proceedings; requiring the reimbursement of municipal rate case expenses; authorizing the retention of special counsel; finding that the meeting complies with the open meetings act; making other findings and provisions related to the subject; and declaring an effective date.

WHEREAS, CenterPoint Energy Houston Electric, LLC (“CenterPoint”) filed an application for authority to implement a Distribution Cost Recovery Factor with the City to increase rates effective September 1, 2015; and

WHEREAS, the City is a regulatory authority under the Public Utility Regulatory Act (“PURA”) and under Chapter 33, §33.001 et seq. of PURA has exclusive original jurisdiction over CenterPoint’s rates, operations, and services within the municipality; and

WHEREAS, CenterPoint plans to increase its revenue requirement by \$16.7 million per year; and

WHEREAS, the jurisdictional deadline for the City to act in this rate matter is 60 days from the application date or June 5, 2015; and

WHEREAS, the City will require the assistance of specialized legal counsel and rate experts to review the merits of CenterPoint’s application to increase rates; and

WHEREAS, in order to maximize the efficient use of resources and expertise in reviewing, analyzing and investigating CenterPoint’s rate request it is prudent to coordinate the City’s efforts with a coalition of similarly situated municipalities; and

WHEREAS, the City, in matters regarding applications by CenterPoint to change rates, has in the past joined with other local regulatory authorities to form

RESOLUTION NO. R2015-62

the Texas Coast Utilities Coalition (“TCUC”) and hereby continues its participation in TCUC; and

WHEREAS, CenterPoint simultaneously filed its statement of intent to increase rates with the Public Utility Commission of Texas, therefore the decision of the Public Utility Commission of Texas could have an impact on the rates paid by the City and its citizens who are customers in CenterPoint’s service territory and in order for the City’s participation to be meaningful it is important that the City promptly intervene in such proceeding at the Public Utility Commission of Texas; and

WHEREAS, CenterPoint failed to show that its proposed rate increase is reasonable and therefore the City has concluded that CenterPoint’s proposed rate increase is unreasonable, now therefore

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

Section 1. The findings set out in the preamble are in all things approved and incorporated herein as if fully set forth.

Section 2. The City **DENIES** the rate increase CenterPoint filed on or about April 6, 2015.

Section 3. The City authorizes intervention in proceedings related to CenterPoint’s application for approval of a DCRF before the Public Utility Commission of Texas and related proceedings in courts of law as part of the coalition of cities known as Texas Coast Utilities Coalition (“TCUC”).

Section 4. The City hereby orders CenterPoint to reimburse the City’s rate case expenses as provided in the Public Utility Regulatory Act and that CenterPoint shall do so on a monthly basis and within 30 days after submission of the City’s invoices for the City’s reasonable costs associated with the City’s activities related to this rate review or to related proceedings involving CenterPoint before the City, the Public Utility Commission of Texas, or any court of law.

RESOLUTION NO. R2015-62

Section 5. Subject to the right to terminate employment at any time, the City retains and authorizes the law firm of Herrera & Boyle, PLLC to act as Special Counsel with regard to rate proceedings involving CenterPoint before the City, the Public Utility Commission of Texas, or any court of law and to retain such experts as may be reasonably necessary for review of CenterPoint's rate application subject to approval by the City.

Section 6. The City shall review the invoices of the lawyers and rate experts for reasonableness before submitting the invoices to CenterPoint for reimbursement.

Section 7. A copy of this resolution shall be sent to CenterPoint Energy, care of Denise Gaw, CenterPoint Energy Service Company, LLC, 111 Louisiana Street, Houston, Texas 77002; and to Mr. Alfred R. Herrera, Herrera & Boyle, PLLC, 816 Congress Ave., Suite 1250, Austin, Texas 78701.

Section 8. The meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. This resolution shall become effective from and after its passage.

PASSED, APPROVED and ADOPTED this the _____ day of _____, A.D., 2015.

TOM REID
MAYOR

RESOLUTION NO. R2015-62

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

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

AGENDA OF: 4-27-15	ITEM NO.: Resolution No. R2015-63
DATE SUBMITTED: 4-19-15	DEPARTMENT OF ORIGIN: Planning
PREPARED BY: Darrin Coker	PRESENTOR: Darrin Coker
REVIEWED BY: NA	REVIEW DATE: NA
<p>SUBJECT: R2015-63 - A Resolution of the City Council of the City of Pearland, Texas suspending the effective date for ninety days in connection with the statement of intent filed by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas – Texas Coast Division on or about March 27, 2015; authorizing participation in a coalition of similarly situated cities; authorizing participation in related rate proceedings; authorizing the retention of special counsel; requiring the reimbursement of municipal rate case expenses; finding that the meeting complies with the Open Meetings Act; making other findings and provisions related to the subject; and declaring an effective date.</p>	
EXHIBITS: R2015-63	
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

On March 27, 2015, CenterPoint Energy Gas (“Company”) filed a Statement of Intent to Change Rates in its Texas Coast Division. In their filing, the Company asserts that it is entitled to a \$6.77 million increase or an 11.3% increase in base revenues. The Company argues that the increase is necessary to recover capital costs that were unable to be captured in their 2009 rate increase. After reviewing the Company’s proposed increase, it appears that residential customers can expect an average increase of \$2.56 per month while small business customers can expect an average increase of \$4.48 per month.

Additionally, the Company seeks an increase in the Customer Charge (constant amount not based on usage). The average residential Customer Charge is expected to increase by \$1.23 per month while the average small business Customer Charge is expected to increase by \$2.91 per month.

Because Pearland is a home rule municipality it has original jurisdiction over proposed rate increase, and the Railroad Commission has appellate jurisdiction. Pending any action by the Council, the proposed rates will become effective on May1, 2015. The City has 3 options to consider regarding the Company's request:

1. Suspend the proposed effective date for 90 days, to provide an opportunity to evaluate the merits of the Company's request; or
2. Deny the proposed increase, which would force the company to file an appeal to the Railroad Commission who would eventually establish the Company's rates; or
3. Refuse to act and allow the new rates to automatically take effect.

In the past, the City has suspended/denied the proposed increases, and participated in the Texas Coastal Utilities Coalition (TCUC) to challenge proposed rate increases. The TCUC is comprised of Pearland, Baytown, Angleton, Freeport, West Columbia, League City, Shoreacres and Wharton, and is represented by the Austin law firm of Herrera and Boyle. Traditionally, the Company seeks a larger rate increase than can be justified with the understanding that cities usually deny their request; and the denial typically results in a subsequent negotiated settlement or reduced rate increase from the Railroad Commission. The TCUC cities are not required to pay any legal expenses with the rate case. Legal counsel for the TCUC fronts the legal costs for representation and forwards the invoices to the Company for reimbursement.

AGENDA INFORMATION SHEET
ITEM NO. _____

**SUSPENSION OF CENTERPOINT ENERGY'S PROPOSED
EFFECTIVE DATE RELATED TO ITS STATEMENT OF INTENT TO
INCREASE RATES FILED ON ABOUT MARCH 27, 2015**

BACKGROUND

On or about March 27, 2015, CenterPoint Energy Resources Corp., d/b/a CenterPoint Entex and CenterPoint Energy Texas Gas (“CenterPoint” or “Company”) submitted a Statement of Intent to increase its base revenue on an overall basis by approximately \$6.8 million in the Company’s Texas Coast Division. This represents an increase in base revenue of approximately 11.3%. CenterPoint intends to implement the revised gas tariffs on a division-wide basis in the Texas Coast Division effective May 1, 2015.

The proposed increase affects all residential, small commercial, and large volume customers, within the incorporated cities and unincorporated areas of the Texas Coast Division, with the exception of customers within the cities of Houston, Deer Park, Missouri City, and Pasadena, who are served under tariffs approved for the Houston Division. The Texas Coast Division is comprised of the following cities:

Angleton, Bacliff, Barretts Settlement, Baytown, Boling, Chanel Area, Clute, Columbia Lakes, Crosby, Damon, Freeport, Glen Flora, Highlands, Hungerford, Iago, Iowa Colony, League City, New Gulf, Old Ocean, Pearland, Pecan Grove, Rosharon, San Leon, Shoreacres, Sienna Plantation, Teal Run, Van Vleck, West Columbia, Weston Lakes, and Wharton.

Of these cities, the Cities of Angleton, Baytown, Freeport, League City, Pearland, Shoreacres, West Columbia, and Wharton are members in the Texas Coast Utilities Coalition (TCUC) of cities.

On a customer-class basis, for COSA-3 customers, the impact is as follows:

	Average Current Monthly Bill, including Gas Cost	Average Proposed Monthly Bill, including Gas Cost	Proposed Monthly Change	Percentage Change with Gas Cost / without Gas Cost
Residential	\$38.17	\$40.73	\$2.56	6.7% / 16.2%
General Service-Small	\$100.15	\$105.03	\$4.88	4.9% / 25.1%
General Service – Large Volume	\$1,842.15	\$1,790.42	(\$51.73)	-2.8% / -25.3%

Furthermore, CenterPoint proposes to increase its customer charges. The customer charge is the charge on the customer’s bill that stays the same month to month, irrespective of the amount of gas a customer uses. CenterPoint’s proposal shifts more revenue to the customer charge. Below are shown the current and proposed customer charges for each customer class and the dollar and percentage changes in the customer charges:

	Current Customer Charge	Proposed Customer Charge	\$ and % Increase
General Service - Residential	\$14.77	\$16.00	\$1.23 / 8%
General Service – Small	\$13.84	\$16.75	\$2.91 / 19%
General Service – Large Volume	\$14.40	\$47.75	\$33.35 / 107%

The Company seeks a Return on Equity (ROE) of 10.25% and a capital structure weighted towards equity – 54.50% Equity; 45.50% Debt; and a rate design intended to recover more revenues through the fixed customer charges rather than through the commodity/volumetric charges.

REPRESENTATION

The law firm of Herrera & Boyle, PLLC (through Mr. Alfred R. Herrera) has previously represented the Texas Coast Utilities Coalition (“TCUC”) in rate matters involving CenterPoint Energy. Similarly, the firm of Herrera & Boyle has represented other Texas cities dealing with rate case matters, therefore providing a depth of experience in dealings with CenterPoint and the Railroad Commission of Texas (“Commission”).

INTERVENTION AT THE RAILROAD COMMISSION OF TEXAS AND COURT PROCEEDINGS, IF ANY

CenterPoint Energy filed its Statement of Intent to raise rates with the City on the same date it filed its rate case with the Railroad Commission of Texas. It is important to participate in the Commission’s proceeding because its final decision could impact rates within the City. Thus, the accompanying Resolution authorizes intervention in proceedings at the Railroad Commission, including any appeal of the City’s decision on rates.

RATE CASE EXPENSES

Cities, by statute, are entitled to recover their reasonable rate case expenses from the utility. Legal counsel and consultants approved by the City will submit monthly invoices to a member city in TCUC that will be forwarded to CenterPoint for reimbursement.

ACTION: SUSPENSION OF CENTERPOINT'S PROPOSED EFFECTIVE DATE FOR ITS RATE INCREASE

The City has three options with regard to the action it may take regarding CenterPoint's application to increase rates:

1. Take no action, and on May 1, 2015, CenterPoint's proposed rates go into effect;
2. Deny CenterPoint's proposed increase in rates;
3. Suspend CenterPoint's proposed effective date for 90 days to allow for review of CenterPoint's proposed increase through exercise of the City's original jurisdiction over CenterPoint's rates, services, and operations within the City.

The City must take action to suspend or to deny by no later than May 1, 2015. If the City takes no action by that date, then CenterPoint's proposed increase in rates will be deemed reasonable by operation of law and its proposed rates will go into effect.

TCUC's Special Counsel recommends that the City suspend CenterPoint's proposed effective date as allowed by state law. CenterPoint's rate-filing package is voluminous containing thousands of pages of data. To have time to review the rate-filing package, the Council is requested to suspend CenterPoint's proposed effective date for ninety (90) days. It is a virtual impossibility for the City to set just and reasonable rates without suspending the rate request for ninety days; suspension of CenterPoint's proposed effective date will permit its Special Counsel and experts an opportunity to perform a review of CenterPoint's application and request additional information as necessary to fully evaluate the proposal and determine the most appropriate response.

During the suspension period, the City will retain its right to deny CenterPoint's Statement of Intent. Effort will also be made to resolve matters by agreement with CenterPoint. At the conclusion of the review period the City will need to take final action on CenterPoint's request by no later than July 30, 2015. The City may deny CenterPoint's request including adopting an increase different than that requested by CenterPoint, or approve CenterPoint's request.

If the City denies CenterPoint's request, CenterPoint would appeal the denial resolution to the Railroad Commission of Texas and consolidate it with the rate case CenterPoint filed at the Commission. Denial of the rate increase would end the City's original jurisdiction over CenterPoint's application.

RECOMMENDATION

It is recommended that the City suspend CenterPoint proposed effective date for ninety (90) days. Assuming a proposed effective date of May 1, 2015 the 90-day suspension

period ends on July 30, 2015. Should CenterPoint extend its proposed effective date, the suspension period would change accordingly, day for day.

It is also recommended that the City retain the law firm of Herrera & Boyle, PLLC to represent the City's interest in matters related to CenterPoint's rate case and to advise the City with regard to CenterPoint's application, and that the City intervene in the proceeding before the Railroad Commission of Texas, and represent the City in any appeals, if any, regarding CenterPoint's rate application.

A resolution to suspend CenterPoint's proposed effective date for its proposed rate increase is provided with this agenda information sheet.

The City, regardless if the City suspends or denies CenterPoint's proposed rate increase, must take action no later than May 1, 2015. If the City does not take action by May 1, 2015, CenterPoint's proposed rates will be deemed approved by operation of law.

RESOLUTION NO. R2015-63

A Resolution of the City Council of the City of Pearland, Texas suspending the effective date for ninety days in connection with the statement of intent filed by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas – Texas Coast Division on or about March 27, 2015; authorizing participation in a coalition of similarly situated cities; authorizing participation in related rate proceedings; authorizing the retention of special counsel; requiring the reimbursement of municipal rate case expenses; finding that the meeting complies with the Open Meetings Act; making other findings and provisions related to the subject; and declaring an effective date.

WHEREAS, CenterPoint Energy Resources Corp., d/b/a CenterPoint Entex and CenterPoint Energy Texas Gas (“CenterPoint” or “Company”) filed a Statement of Intent with the City on or about March 27, 2015 to increase rates in the Company’s Texas Coast Division; and

WHEREAS, the City is a regulatory authority under the Gas Utility Regulatory Act (“GURA”) and under § 103.001 et seq. of GURA has exclusive original jurisdiction over CenterPoint’s rates, operations and services within the municipality; and

WHEREAS, CenterPoint intends to implement the revised gas tariffs on a division-wide basis for customers in the Texas Coast Division effective May 1, 2015, and

WHEREAS, CenterPoint plans to increase base revenue on an overall basis by approximately \$6.8 million, representing an increase in base revenue of approximately 11.3%; and

WHEREAS, on a customer-class basis, for COSA-3 customers, the impact is as follows:

RESOLUTION NO. R2015-

	Average Current Monthly Bill, including Gas Cost	Average Proposed Monthly Bill, including Gas Cost	Proposed Monthly Change	Percentage Change with Gas Cost / without Gas Cost
Residential	\$38.17	\$40.73	\$2.56	6.7% / 16.2%
General Service-Small	\$100.15	\$105.03	\$4.88	4.9% / 25.1%
General Service – Large Volume	\$1,842.15	\$1,790.42	(\$51.73)	-2.8% / -25.3%

; and

WHEREAS, CenterPoint proposes to increase its customer charges for “General Service – Residential” current from \$14.77 to \$16.00; increasing the customer charge for “General Service – Small” from \$13.84 to \$16.75; and increasing the customer charge for “General Service – Large Volume” from \$14.40 to \$47.75; and

WHEREAS, the Company seeks a Return on Equity (ROE) of 10.25%; a capital structure weighted toward equity – 54.50% Equity; 45.50% Debt; and a rate design intended to shift more revenues to a fixed customer charge rather than through a commodity/volumetric charge; and

WHEREAS, CenterPoint’s rate request consists of a voluminous amount of information including CenterPoint’s rate-filing package, exhibits, schedules, and workpapers; and

WHEREAS, in order to maximize the efficient use of resources and expertise in reviewing, analyzing and investigating CenterPoint’s rate request and its changes in tariffs it is prudent to coordinate the City’s efforts with a coalition of similarly situated municipalities; and

WHEREAS, the City, in matters regarding applications by CenterPoint to change rates, has in the past joined with other local regulatory authorities to form the Texas Coast Utilities Coalition (“TCUC”) and hereby continues its participation in TCUC; and

RESOLUTION NO. R2015-

WHEREAS, CenterPoint proposed May 1, 2015 as the effective date for its requested increase in rates; and

WHEREAS, it is not possible for the City to complete its review of CenterPoint's filing by May 1, 2015; and

WHEREAS, the City will need an adequate amount of time to review and evaluate CenterPoint's rate application to enable the City to make a final decision as a local regulatory authority with regard to CenterPoint's requested rate increase; and

WHEREAS, the City will require the assistance of specialized legal counsel and rate experts to review the merits of CenterPoint's application to increase rates; and

WHEREAS, CenterPoint simultaneously filed its statement of intent to increase rates with the Railroad Commission of Texas, therefore the decision of the Railroad Commission of Texas could have an impact on the rates paid by the City and its citizens who are customers of CenterPoint and in order for the City's participation to be meaningful it is important that the City promptly intervene in such proceeding at the Railroad Commission of Texas, now therefore,

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

Section 1. The findings set out in the preamble are in all things approved and incorporated herein as if fully set forth.

Section 2. CenterPoint's proposed effective date for its proposed increase in rates is hereby **SUSPENDED** for ninety days beyond its proposed effective date.

Section 3. The statutory suspension period will be extended automatically day for day should CenterPoint extend its proposed effective date, and may be further extended if CenterPoint does not provide timely, meaningful, and proper public notice of its request to increase rates, or if its rate-filing package is materially deficient.

RESOLUTION NO. R2015-

Section 4. The City authorizes intervention in proceedings related to CenterPoint's Statement of Intent before the Railroad Commission of Texas and related proceedings in courts of law as part of the coalition of cities known as Texas Coast Utilities Coalition ("TCUC").

Section 5. The City hereby orders CenterPoint to reimburse the City's rate case expenses as provided in the Gas Utility Regulatory Act and that CenterPoint shall do so on a monthly basis and within 30 days after submission of the City's invoices for the City's reasonable costs associated with the City's activities related to this rate review or to related proceedings involving CenterPoint before the City, the Railroad Commission of Texas, or any court of law.

Section 6. Subject to the right to terminate employment at any time, the City retains and authorizes the law firm of Herrera & Boyle, PLLC to act as Special Counsel with regard to rate proceedings involving CenterPoint before the City, the Railroad Commission of Texas, or any court of law and to retain such experts as may be reasonably necessary for review of CenterPoint's rate application subject to approval by the City.

Section 7. The City, or its designee member city in the Texas Coast Utilities Coalition of cities, shall review the invoices of the lawyers and rate experts for reasonableness before submitting the invoices to CenterPoint for reimbursement.

Section 8. A copy of this resolution shall be sent to CenterPoint Energy, care of Mr. Stephen Bezecny, Director of Regulatory Affairs, CenterPoint Energy P.O. Box 2628, Houston, Texas 77252-2628; and to Mr. Alfred R. Herrera, Herrera & Boyle, PLLC, 816 Congress Ave., Suite 1250, Austin, Texas 78701.

Section 9. The meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

RESOLUTION NO. R2015-

Section 10. This resolution shall become effective from and after its passage.

PASSED, APPROVED and ADOPTED this the _____ day of _____, A.D., 2015.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

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

AGENDA OF:	April 27, 2015	ITEM NO.:	Resolution No. R2015-72								
DATE SUBMITTED:	April 22, 2015	DEPT. OF ORIGIN:	Public Works								
PREPARED BY:	Eric Wilson	PRESENTOR:	Eric Wilson								
REVIEWED BY:	Trent Epperson	REVIEW DATE:	April 22, 2015								
<p>SUBJECT: R2015-72 - A Resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into a System Raw Water Availability Agreement with the Gulf Coast Water Authority for 10 million gallons per day from the American Briscoe Water Canal Systems in an estimated amount of \$710,000.00 annually.</p>											
EXHIBITS: R2015-72 - A – System Raw Water Availability Agreement											
<p>FUNDING:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 25%;"><input type="checkbox"/> Grant</td> <td style="width: 25%;"><input type="checkbox"/> Developer/Other</td> <td style="width: 25%;"><input checked="" type="checkbox"/> Cash</td> <td style="width: 25%;"></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> <td><input type="checkbox"/> L/P – To Be Sold</td> </tr> </table>				<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
<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								
<p>EXPENDITURE REQUIRED: \$710,000 (est.)</p> <p>AMOUNT AVAILABLE: \$710,000.00</p> <p>ACCOUNT NO.: 030-4043-542.01-04</p>		<p>AMOUNT BUDGETED: \$710,000</p> <p>PROJECT NO.:</p>									
<p>ADDITIONAL APPROPRIATION REQUIRED:</p> <p>ACCOUNT NO.:</p> <p>PROJECT NO.:</p>											
<p>To be completed by Department:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 25%;"><input checked="" type="checkbox"/> Finance</td> <td style="width: 25%;"><input checked="" type="checkbox"/> Legal</td> <td style="width: 25%;"><input type="checkbox"/> Ordinance</td> <td style="width: 25%;"><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 approval of a Resolution of the City Council of the City of Pearland, Texas, approving a System Raw Water Availability Agreement with the Gulf Coast Water Authority to meet its long term municipal water needs.

EXECUTIVE SUMMARY

BACKGROUND

As part of the City of Pearland's long term water availability strategy it is necessary to enter into agreements for the procurement of water for potable, irrigation, and industrial uses within the City of Pearland. The Gulf Coast Water Authority is the regional water provider for the counties of Brazoria, Fort Bend, and Galveston. Over the past few years the canal systems operational contracts have been reviewed and revised by the Authority and all of its customers. The City of Pearland staff and external legal counsel have been involved in this review. The review/revisions are complete with an equitable result for all parties.

SCOPE OF CONTRACT

The scope of this contract is to provide raw water to the City of Pearland in an amount of 10 million gallons per day (MGD) for all municipal uses.

POLICY/GOAL CONSIDERATION

Ensure that the City of Pearland can provide water for municipal needs through the final build out of the City.

CURRENT AND FUTURE FUNDING /FINANCIAL IMPACTS

Funding for the purchase of this raw water will come from the Enterprise Fund for Public Works.

O&M IMPACT INFORMATION

At this point there will be no operational impact of this contract. Once the City moves forward with the construction and operation of the surface water treatment plant operational expenses will be determined and added to the operational budgets moving forward.

Fiscal Year	2015	2016	2017
Est. Expenditure	\$710,000.00 (est.)	\$710,000.00	\$710,000.00

**SYSTEM RAW WATER AVAILABILITY AGREEMENT
BETWEEN
GULF COAST WATER AUTHORITY
AND THE
CITY OF PEARLAND**

This System Raw Water Availability Agreement (“Agreement”) is made and entered into effective this the ____ day of _____, 2015 (the “Effective Date”), by and between **GULF COAST WATER AUTHORITY** (hereafter, “GCWA”), and **CITY OF PEARLAND** (hereafter, “Purchaser”). GCWA and Purchaser are sometimes referred to herein as a “Party” or the “Parties.”

**1
RECITALS**

GCWA is a conservation and reclamation district created and organized under Art. XVI, Sec. 59, Texas Constitution which operates a system of water rights, canals and water diversion, pumping, storage and transmission facilities and appurtenances (hereafter, the “System”) for obtaining, diverting, storing and transporting raw water (hereafter, “Water”) in order to make the Water available for beneficial use.

Purchaser is a political subdivision of the State of Texas and desires to purchase Water from GCWA for beneficial use.

GCWA and Purchaser have heretofore entered into that certain “Option Water Agreement” dated January 26, 1998 (the “Prior Agreement”), pursuant to which GCWA agreed to give Purchaser an option to purchase up to ten (10) million gallons per day (“MGD”) of water from the “System” as hereafter defined.

Purchaser has heretofore exercised the option to purchase said water and the parties now wish (i) to enter into this Agreement for GCWA to make available for Purchaser up to zero (0) MGD of Water from the System for Municipal and Irrigation Uses (as defined herein) in Purchaser’s service area depicted on **Exhibit A** hereto (the “Service Area”) and (ii) to include the option (“Option”), as provided in Section 29 herein, to provide Purchaser the rights to acquire additional water supplies from GCWA in the future in an amount up to ten (10) MGD (the “Option Quantity”).

GCWA and Purchaser therefore now enter into this Agreement to evidence the obligation of GCWA to make Water available from the System to Purchaser and the obligation of Purchaser to pay the System Rate for the Water made available to Purchaser under this Agreement, regardless of whether or not the Purchaser uses the Water. It is the intent of GCWA and Purchaser that this Agreement that incorporates an Option and the parties agree that this Agreement shall completely replace and supersede the Prior Agreement.

**2
DEFINITIONS**

As used in this Agreement, capitalized terms used in this Agreement have the meaning provided in the Recitals hereto and as provided in this section.

Agreement - this agreement.

Board – the Board of Directors of the Gulf Coast Water Authority.

Budgeted Cost of Service - all costs budgeted by the GCWA Board to acquire, construct, develop, operate, maintain, repair, modify, replace, protect, finance and/or expand the System or the part of the System consisting of the Canal Division, as appropriate, under the terms of this Agreement, including the costs of adopting and implementing GCWA's water conservation and drought contingency plans and rules and regulations relating thereto; principal, interest and other costs for bonds issued by GCWA to finance the System or the part of the System consisting of the Canal Division, as appropriate, in the same manner as the Industrial Customers; and a reasonable reserve fund for operation, maintenance and replacement costs, all as provided in the definition of System Rate in this Section 2 and in Sections 5 and 11 herein. To the extent third party costs are included in preparing the Budgeted Cost of Service no mark-up of such third party costs shall be included.

Canal Division – the physical properties and interests in physical property and associated water rights of the American System (also referred to as the Canal A System), the Briscoe System (also referred to as Canal B System), and the Galveston System (also referred to as Canal G System), acquired by GCWA from the Brazos River Authority, together with all additions to, replacements in, and expansions and extensions of such facilities, properties and interests in property made or acquired by GCWA. The Canal Division does not include the System facilities known as the “Industrial Division” nor does it include the System facilities known as the “Canal J Division.”

Canal J Division - the physical properties and interests in physical property and associated water rights of the Juliff Canal System and the Chocolate Bayou-Halls Bayou-Mustang Bayou Canal System acquired by GCWA from the Chocolate Bayou Water Company, together with all additions to, replacements in, and expansions and extensions of such facilities, properties and interests in property made or acquired by GCWA. The Canal J Division does not include the System facilities known as the “Industrial Division” nor does it include the System facilities known as the “Canal Division.”

Contract Quantity – the amount of Water agreed upon to be provided on a firm basis pursuant to the provisions of Section 3 herein, the initial volume of which shall be delivered at a rate not to exceed zero (0) MGD.

Delivery Point(s) – the point(s) on the GCWA System at which GCWA will make Water available to Purchaser under this Agreement as described on **Exhibit B** hereto.

Delivery Point Facilities – the facilities and associated appurtenances located at or near the Delivery Point(s) as further provided in Section 4.

Diversion Point(s) – the point(s) at which GCWA will divert Water from the Brazos River or other Supply Sources from time to time in order to make Water available to the System for the Purchaser under this Agreement.

Effective Date – such term has the meaning provided in the first paragraph of this Agreement.

Fiscal Year - the GCWA fiscal year from September 1 through August 31, or such other annual fiscal year period as GCWA may later determine.

GCWA - the Gulf Coast Water Authority, as described in the Recitals of this Agreement.

Industrial Customers – GCWA’s industrial customers utilizing the Canal Division and GCWA’s municipal customers receiving Water from the Thomas Mackey Water Treatment Plant under long-term contracts with GCWA and currently paying rates for Water reserved for them by GCWA based on the Budgeted Cost of Service (including debt service on bonds issued by GCWA) for the portion of the System consisting of the Canal Division.

Industrial Division – the GCWA facilities and property consisting of the Industrial Pump Station and Raw Water Transmission System and the Texas City Reservoir and Raw Water Conveyance System, including the reservoir and water distribution system (and the lands and rights of way on which the same are situated) used in supplying water to industrial customers having plants in the Texas City industrial area and other physical properties acquired by GCWA from the Industrial Water Company, under that certain “GCWA Agreement” dated June 1, 1971, between Industrial Water Company and Galveston County Water Authority of Galveston County, Texas, together with all additions to, replacements in, and expansions and extensions of said facilities and physical properties heretofore or hereafter made or acquired by GCWA, all exclusive, however, of any physical properties which are located outside of Galveston County, Texas, or which are used exclusively for other than industrial water purposes, or which constitute Special Project Facilities as defined in any GCWA bond covenants, or which are part of the Canal System.

Industrial Pump Station and Raw Water Transmission System - the GCWA industrial pump station located just north of FM 1765 and west of railroad tracks west of Highway 146 in Texas City immediately downstream of the GCWA ten acre terminal water reservoir constructed in 2000 at the north of the GCWA industrial pump station, the GCWA ten acre industrial reservoir and the raw water transmission system extending from a point immediately south of the take point for the GCWA Thomas Mackey water treatment plant to the industrial customers having plants in the Texas City industrial area (and the lands and rights of way on which the same are situated), all as acquired by GCWA from the Industrial Water Company, under that certain “GCWA Agreement” dated June 1, 1971, between the Industrial Water Company and Galveston County Water Authority of Galveston County, Texas, together with all additions to, replacements in, and expansions and extensions of said facilities and physical properties heretofore or hereafter made or acquired by GCWA, all exclusive of facilities which are part of GCWA’s Canal System or GCWA’s Texas City Reservoir and Raw Water Conveyance System.

Interruptible Water Sales – sales of water to non-long term customers from the System or, as appropriate, the Canal Division portion of the System, such as sales to irrigators, golf courses, and similar short term sales.

Irrigation Use - the use of non-potable Water for irrigation of plant nurseries, golf courses, parks, medians and public rights-of-way and other similar public areas and for storage in amenity ponds; provided, however, water used for irrigation of crops, trees and pasture land, for viticulture, silviculture, keeping of animals, wildlife management, aquaculture and other similar commercial enterprises shall be excluded from the definition of Irrigation Use for purposes of this Agreement. Irrigation use shall be subject to rules and regulations relating to water conservation and drought management as provided in Section 14 of this Agreement.

MGD – million gallons per day.

Municipal Use - the use of Water for municipal uses as defined in 30 TEX. ADMIN. CODE §297.1(32), as amended, other than the use of return flows as described in subsection (c) of 30 TEX. ADMIN. CODE §297.1(32). Municipal use of Water supplied to Purchaser by GCWA from the Supply Sources shall be subject to rules and regulations relating to water conservation and drought management as provided in Section 14 of this Agreement.

Option Quantity – the amount of Water agreed upon to be provided pursuant to the provisions of Section 29 herein.

Overage Payment – such term has the meaning provided in Section 7 of this Agreement.

Prior Agreement – that certain “Option Water Agreement” dated January 26, 1998 between GCWA and Purchaser, as described in the Recitals to this Agreement.

Purchaser – City of Pearland, a political subdivision of the State of Texas, as described in the Recitals of this Agreement.

Reclaimed Water – treated effluent or discharges produced by Purchaser through Purchaser’s owned and/or operated water and /or wastewater treatment facilities with the source of such effluent and discharges being Water purchased from GCWA pursuant to this Agreement, specifically excluding any effluent and discharges sourced from Purchaser’s privately-owned groundwater supplies; provided, however, Reclaimed Water shall not include any such treated effluent or discharges once received in or discharged into (i) the Brazos River, Jones Creek, Oyster Creek, Chocolate Bayou, Mustang Bayou, Halls Bayou, (ii) any tributary watercourse of any of the foregoing watercourses or (iii) any component of the GCWA System.

Service Area – the Purchaser’s service area and groundwater reduction plan service area as described in **Exhibit A**, as may be amended by Purchaser from time to time, where Purchaser is allowed to use the Water delivered to it by GCWA pursuant to this Agreement; provided, however, such Service Area shall be limited to areas where GCWA’s Water is authorized to be used under GCWA’s water rights constituting the Supply Sources.

System or GCWA System – the water rights, canals and water diversion, pumping, storage and transmission facilities and appurtenances for diverting, storing and transporting Water together with all future extensions, improvements, enlargements, modifications, repairs, additions to and replacements thereof, from surface water supplies, groundwater supplies, or a combination thereof, unless specifically excluded from the System by the Board. The System includes the Canal Division and the Canal J Division. The System shall not include any water treatment facilities owned by the GCWA for production of potable water nor does it include the raw water distribution facilities serving the GCWA’s Industrial Customers known as the Industrial Division.

System Payment – the dollar amount owed by Purchaser for the Contract Quantity regardless of whether the total contract quantity of Water is delivered to, diverted by, or used by the Purchaser. The System Payment is equal to the product of the sum of Contract Quantity (expressed in millions of gallons per day) times the applicable System Rate times 365 days or 366 days in a leap year. The payment will be divided by 12 and made by Purchaser in 12 equal monthly payments and due each month as provided herein.

System Rate - the dollar amount per million gallons of the Contract Quantity as established by GCWA from time to time utilizing the Budgeted Cost of Service for the System or the portion of the System consisting of the Canal Division, as appropriate, as provided in Section 11 hereof.

The System Rate is calculated as follows: Purchaser shall pay the same rate for Water from the System as GCWA charges its Industrial Customers, which rate shall be based initially on the portion of the Budgeted Cost of Service for only the Canal Division but which may later be calculated based on the Budgeted Cost of the System for the entire System if and when the Industrial Customers pay a rate based on the Budgeted Cost of Service for the entire System. In each case, such Budgeted Cost of Service shall be reduced by income due and owing to GCWA from water sales to non-System Rate customers from the System or the Canal Division portion of the System, as appropriate (being Interruptible Water Sales, such as irrigators or other similar non-long term customers). The net amount of the Budgeted Cost of Service is then prorated to each long-term customer paying the System Rate based on their contract quantities of water under their contracts. An example of the GCWA Budgeted Cost of Service for Fiscal Year 2015 for its Industrial Customers is shown in **Exhibit C** attached hereto with the current System Rate for Industrial Customers being \$141.8239 per million gallons of Water. The Parties recognize that the System Rate is charged to other customers receiving water from the System under long-term water supply agreements with GCWA similar to this Agreement and that the System Rate will vary in future years based on changes in the estimated costs included in the Budgeted Cost of Service and changes in the contract amounts of water committed by GCWA to Purchaser and other customers charged the System Rate. GCWA agrees the current System Rate, and as it may be changed in the future, shall be just, reasonable and nondiscriminatory.

Supply Sources - the Supply Sources currently include surface water rights owned by GCWA and stored water purchased by GCWA from the Brazos River Authority or its customers. Supply Sources may in the future include surface water rights or supplies, groundwater rights or supplies or other water supplies acquired, obtained or purchased by GCWA; provided, however, GCWA agrees not to acquire groundwater rights or supplies from wells in the jurisdiction of the Fort Bend County Groundwater Subsidence District.

Texas City Reservoir and Raw Water Conveyance System - the GCWA nine hundred acre reservoir north of Attwater Road in Galveston County and the canal running south from said nine hundred acre reservoir to a point immediately south of the take point for the GCWA Thomas Mackey water treatment plant (and the lands and rights of way on which the same are situated) used in supplying water to industrial customers having plants in the Texas City industrial area and municipal water providers utilizing the Thomas Mackey water treatment plant, all as acquired by Seller from Industrial Water Company, under that certain "GCWA Agreement" dated June 1, 1971, between Industrial Water Company and Galveston County Water Authority of Galveston County, Texas, together with all additions to, replacements in, and expansions and extensions of said facilities and physical properties, all exclusive, however, of any physical properties which are located outside of Galveston County, Texas, or which are used exclusively for other than industrial water purposes, or which are part of the GCWA's Canal System or GCWA's Industrial Pump Station and Raw Water Transmission System.

Water – untreated raw water obtained by GCWA from the Supply Sources to be made available to customers of the System including the Purchaser. The term Water does not include any water (either groundwater or surface water) owned by Purchaser from sources other than (i) Water sold to Purchaser by GCWA pursuant to this Agreement or (ii) Water sold by GCWA to another customer who in turns sells, assigns or otherwise transfers the Water to Purchaser. It being the intent of the parties that such only GCWA's Water obtained or used by Purchaser is addressed by this Agreement.

OWNERSHIP, AVAILABILITY AND CONTROL OF WATER**Contract Quantity for Firm Water**

During the term of this Agreement, and any renewal of same as provided in Section 28, GCWA shall make available and deliver to Purchaser at the Delivery Point(s) the Contract Quantity, on a firm basis, and Purchaser agrees to take up to the Contract Quantity of Water at the Delivery Point(s). GCWA makes no representation as to the quality or suitability of the Water in the System. GCWA represents and warrants that it currently holds the water rights permits described on **Exhibit D** hereto which authorize diversion and use of Water in quantities sufficient to supply the Contract Quantity for Firm Water to Purchaser and covenants to take all reasonable and necessary actions to maintain such water right permits and any priority dates associated with the water right permits.

Ownership and Control of Water

Except as provided further herein, Purchaser agrees that it acquires no property rights in any of the Water made available to it under this Agreement beyond the right to have the Water made available to it for withdrawal and beneficial use as provided in this Agreement. Purchaser acquires no rights or interest in the Supply Sources. GCWA owns, and shall exercise dominion and control over, the Water to be delivered to Purchaser while it is in the GCWA System until it reaches the Delivery Point(s); after the Water passes through the Delivery Point(s) ownership of, and dominion and control over, the Water shall transfer to Purchaser. GCWA agrees that Purchaser may provide Water to third parties for use within the Service Area, provided that Purchaser shall be responsible for payments under this Agreement, and such use is not inconsistent with the terms of this Agreement, including without limitation the provisions of Sections 14 and 16.

Purchaser represents, and GCWA relies on such representation, that all Water to be made available by GCWA under this Agreement to Purchaser shall be beneficially used solely for the use(s) provided herein.

Timing, Delivery, and Diversion of Water

To facilitate GCWA's ability to control Water in the System, Purchaser recognizes the need, and agrees, to notify GCWA of any significant changes in Purchaser's withdrawal rate, practices or procedures (plus or minus 20% change in the amount of Water withdrawn over a consecutive 24-hour period), including the expected timing of such changes. For scheduled changes, Purchaser shall notify GCWA within 7 days prior to any such change. Notice of unscheduled emergency changes shall be as soon as practicable. Likewise, to facilitate Purchaser's ability to manage Water consumption, GCWA recognizes the need, and agrees, to notify Purchaser in writing of any anticipated operational changes within GCWA's System within 7 days, and any unscheduled emergency conditions as soon as practicable.

DELIVERY POINT FACILITIES; ACCESS BY PARTIES

GCWA shall own and operate the System which shall include all infrastructure necessary for the diversion and transportation of Water to Purchaser at the Purchaser's Delivery Point(s), but all Delivery Point Facilities for receiving the Water at the Delivery Point(s) shall be owned and operated by Purchaser. GCWA hereby grants Purchaser a license on any portion of the Canal Division real property interests necessary for Purchaser to utilize in order to construct, operate and maintain Purchaser's Delivery Point Facilities; provided, however, the design and construction of such Delivery Point Facilities shall first be reviewed and approved by GCWA, such approval not to be unreasonably withheld, delayed or conditioned. Upon request, GCWA shall have the right to enter upon and inspect Purchaser's Delivery Point Facilities, including all metering devices as provided herein.

During times of shortage of Water or at other times if necessary to ensure GCWA's ability to operate the Canal Division facilities to provide water to all GCWA customers in a lawful and prudent manner, GCWA may enter upon Purchaser's Delivery Point Facilities to ensure that the Delivery Point Facilities are being operated in a manner consistent with any applicable laws, rules or regulations (including state and federal laws and regulations and GCWA's water conservation and drought contingency plans). Purchaser and GCWA covenant and agree to comply with all such laws, rules and regulations. If Purchaser is not operating its Delivery Point Facilities in the manner required by applicable laws, rules or regulations or is otherwise operating its Delivery Facilities so as to impair GCWA's ability to operate the Canal Division facilities to provide water to all GCWA customers in a lawful and prudent manner, GCWA shall immediately notify Purchaser thereof in writing and Purchaser shall immediately conform its activities in order to be in compliance with such laws, rules or regulations and to not impair GCWA's ability to operate the Canal Division facilities to provide water to all GCWA customers in a lawful and prudent manner.

5

PAYMENTS

UNCONDITIONAL NATURE; DATE AND PLACE

Commencing the second month following the month of the Effective Date, GCWA shall invoice Purchaser monthly for the System Payment due for the previous month. Invoices shall be sent not later than the 5th day of each month and shall be due and payable by Purchaser no later than 31 days following the date of the invoice. Purchaser unconditionally agrees to pay GCWA the System Payment due for the previous month. Payments shall be made by either electronic transfer approved by GCWA or check received at GCWA's administrative office, currently located at 3630 FM 1765, Texas City 77591, Galveston County, Texas.

Purchaser shall be unconditionally obligated to pay the amounts due hereunder regardless of whether or not Purchaser actually receives water hereunder, whether due to Force Majeure or otherwise. Purchaser agrees that its obligation to pay the amounts due hereunder shall be absolute and unconditional, irrespective of any rights of set-off, diminution, abatement, recoupment or counterclaim the Purchaser might otherwise have against GCWA or any other person, and, subject to the rights of, and limitations on, the Parties in Section 23, Purchaser covenants not to seek and hereby waives, to the extent permitted by applicable law, the benefits of any rights which it may have at any time to any stay or extension of time for performance or to terminate, cancel or limit its liability to pay the amounts due hereunder.

Purchaser represents and covenants that the services to be obtained pursuant to this Agreement are essential and necessary to the operation by Purchaser of its own waterworks facilities and the provision of waterworks services to its constituents, and that all payments to be

made hereunder by it will constitute reasonable and necessary operating expenses of Purchaser's waterworks system to the extent applicable to Purchaser, and the provisions of all ordinances or resolutions, as appropriate, authorizing the issuance of all bonds of Purchaser which are payable from revenues of the Purchaser's waterworks system. Purchaser further agrees to establish and collect such rates and charges for its waterworks services to be supplied by its waterworks system as will make possible the prompt payment of all expenses of operating and maintaining its waterworks system including the payments committed hereunder, and the prompt payment of the principal of and interest on its obligations, if any, payable from the revenues of its waterworks system.

Notwithstanding any other provisions of this Agreement, in the event of any conflict between this section and any other provision of this Agreement, this section shall prevail.

6

REMEDIES FOR NONPAYMENT OR DEFAULT BY PURCHASER

Subject to the rights of, and limitations on, the parties in Section 25, should Purchaser fail to make any payment to GCWA when due hereunder or otherwise be in material default under this Agreement, Purchaser shall have 30 days after receiving written notice of default from GCWA specifying the nature of the default to cure the alleged default; provided, however, a party shall be considered in compliance with the Agreement if such party is making reasonable efforts to cure such breach within 30 days after receiving such notice and attains compliance with the Agreement within 90 days after receiving such notice. If Purchaser fails to cure such default within the aforementioned time, GCWA at its sole option and in addition to and without impairing any other remedy available to it on account of the default, may elect under this Section 6 to either (i) suspend Water deliveries to Purchaser under this Agreement, or (ii) terminate this Agreement if, and only if, Purchaser fails to make the payments required under this Agreement to GCWA for a period of three (3) months or longer. Nothing in this Agreement shall be construed in any manner so as to abridge, limit or deprive either party hereunto of any means that it would otherwise have of enforcing any right or remedy either in law or in equity for breach of any of the provisions hereof. Further, Purchaser agrees that this Agreement constitutes an agreement for provision of goods and services to the Purchaser by GCWA.

7

REMEDIES FOR OVERAGE

Purchaser recognizes that any withdrawal of Water by Purchaser in excess of its Contract Quantity may impact GCWA's ability to make available Water to GCWA's other customers. Purchaser agrees that if for any reason it needs to exceed the Contract Quantity, Purchaser will give written notice to GCWA in advance of the need for such additional Water and in such notice will state the reason for the additional need, the additional amount (gallons per day) of Water needed to be made available, and the anticipated duration (days) of the need and will not take such excess Water until it receives written notice of approval from GCWA. GCWA, in its sole discretion, may make all, a portion or none of the requested additional Water available. Nothing contained herein shall obligate the GCWA to provide Water in excess of the Contract Quantity nor may Purchaser rely on additional Water being made available in excess of the Contract Quantity.

If Purchaser, for any given sixty-day (60-day) period, takes a quantity of Water that when averaged over the 60-day period is 10% or more greater than Purchaser's Contract Quantity, Purchaser's Contract Quantity shall, at the GCWA's option, increase to the amount of Water

taken over such 60-day period divided by sixty (60) days. Each exercise of such option by the GCWA shall be accomplished by giving written notice to Purchaser within forty-five (45) days after the end of such 60-day period. Such notice shall specify an effective date of the increase that shall be the next day after the date such 60-day period ended or a date thereafter as specified by GCWA. Each exercise by GCWA of such option shall increase the Contract Quantity on the effective date of the increase, and the new Contract Quantity shall remain in effect hereunder until the termination of this Agreement unless further increased or decreased pursuant to the provisions of this Agreement. GCWA's failure to exercise such option with respect to any given 60-day period shall not be deemed a waiver of the right to exercise such option with respect to other 60-day periods. Periodic extraordinary events such as droughts, leaks, breaks or hurricanes shall not be considered in calculating Contract Quantities under this section and Purchaser's Contract Quantity will not be increased due to water used as a result of extraordinary events such as droughts, leaks, breaks or hurricanes. Any amount of increase in the Contract Quantity pursuant to this section shall automatically result in an equal reduction in the amount of Option Quantity available to be purchased by Purchaser in the event Purchaser exercises its rights under the Option provided in Section 29 and shall require Purchaser to comply fully with all applicable terms of the Option as to the increased Contract Quantity. Notwithstanding anything to the contrary in this Agreement, if Purchaser's overage exceeds the Contract Quantity (including any Option Quantity included in the Contract Quantity), Purchaser may withdraw such Water in excess of the Contract Quantity (including any Option Quantity included in the Contract Quantity) only if GCWA has Water available to be supplied to Purchaser and such supply will not impair GCWA's obligations to meet the obligations of GCWA to its other customers.

Once Purchaser has no additional rights to any Contract Amount of Water under its Option, then if Purchaser, for any given 60-day period, takes a quantity of Water that when averaged over such 60 days is greater than Purchaser's Contract Quantity, then Purchaser shall pay to GCWA for such monthly billing periods, in addition to the amounts otherwise payable by Purchaser under this Agreement, for the amount of Water in excess of the Contract Quantity, one and one-half (1.5) times the System Rate then in effect. Seller shall have no obligation to deliver to Purchaser under this Agreement Water in excess of Purchaser's Contract Quantity, and any excess Water which may be so delivered from time to time shall not have the effect of increasing Seller's obligation.

8

REGULATORY COMPLIANCE REQUIRED

Purchaser agrees that it will not intentionally withdraw, impound or use Water under this Agreement unless such withdrawal, impoundment or use is made in accordance with the statutes and rules of the State or other regulatory authority applicable to the Supply Sources and with the terms of any permits for the Supply Sources applicable to such withdrawal, impoundment and use of the Water and in a manner consistent with the limitations set forth in this Agreement.

9

PURCHASER DELIVERY POINT FLOW METERING

Purchaser and GCWA agree that the Delivery Point meters shall be tested and calibrated for accuracy by Purchaser once each Calendar Year at intervals of approximately 12 months, and a report of such test and calibration shall be furnished to GCWA. GCWA shall be given at least 5 days' prior notice of the time of any test and calibration of a meter and GCWA shall have the

right to have a representative present at the test to observe the test and any adjustments found thereby to be necessary. In the event any questions arise at any time as to the accuracy of a meter, the meter shall be tested within a reasonable period of time following such request for testing by GCWA. The expense of such test is to be borne by GCWA if the meter is found to be correct and by Purchaser if it is found to be incorrect. Readings that vary within 5% of accuracy, plus or minus, shall be considered correct. If, as a result of any test, any meter is found to be registering inaccurately (i.e., currently in excess of 5% plus or minus of accuracy), then the readings of such meter shall be corrected at the rate of its inaccuracy for any period which is definitely known and agreed upon, but in case the period is not definitely known and agreed upon, the period shall be extended back 90 days from the date of the initial GCWA request for meter testing, and the records of readings shall be adjusted accordingly. Following each test of a meter, Purchaser shall cause the same to be calibrated to register accurately and a report forwarded to GCWA.

10 **REPORTING**

Purchaser agrees that it will keep accurate records of the monthly readings from the meters. These records shall be subject to inspection by GCWA at reasonable times and places and made available to GCWA electronically. In addition, Purchaser will make available to GCWA, at GCWA's cost, SCADA system metering data for Water delivered to Purchaser, including allowing GCWA (at GCWA's expense) to connect its SCADA system to Purchaser's Delivery Point Facilities meters for the sole purpose of monitoring Purchaser's Delivery Point Facilities meters.

Sixty (60) days prior to adjusting the System Rate, GCWA agrees to provide annual budget data and calculations used to support the proposed Budgeted Cost of Service and System Rate. If desired, Purchaser may examine detailed records, and any such examination shall be at Purchaser's sole cost and expense, and shall be performed at any time during GCWA's regular business hours. Any such examination shall not commence until Purchaser has provided GCWA with ten (10) days' written notice. For the purpose of such examinations, GCWA shall make available to Purchaser for inspection and copying in accordance with the Texas Public Information Act (Texas Government Code, Chapter 552) all non-privileged books, records, documents and other evidence of accounting procedures or practices maintained to establish the System Rate and the Budgeted Cost of Service.

11 **SYSTEM CAPITAL COSTS**

Purchaser and GCWA understand that GCWA may desire to replace, rehabilitate, modify, extend, expand, enlarge, or add water rights or supplies, facilities or other property to the System, and that, in connection with any such replacement, rehabilitation, modification, extension, expansion, merger, enlargement or addition, GCWA may incur additional costs and may issue bonds payable from the revenues of this Agreement. The budgeted costs (including principal and interest on such bonds) estimated to be incurred by GCWA related to such replacement, rehabilitation, modification, extension, expansion, enlargement or addition shall be included in the Budgeted Cost of Service for the System. Inclusion of any such costs in the Budgeted Costs of Service applicable to the calculation of the System Rate for Purchaser is subject to the other provisions of this Agreement. Purchaser hereby agrees to furnish GCWA with such financial information, data, projections and related information as may be reasonably required by GCWA in connection with the sale by GCWA of such bonds in order to comply with

all applicable laws, rules and regulations, including the approval of GCWA's bonds by the Attorney General of the State of Texas.

12

ACQUISITION OF FUTURE SUPPLY SOURCES

GCWA and Purchaser recognize the need for GCWA to acquire additional Supply Sources to supplement the current Supply Sources in order to improve the reliability of current Supply Sources for Purchaser and GCWA's other customers. In that regard, GCWA agrees that, if and to the extent necessary to effect an equitable apportionment of such additional costs, it will impose a "buy-in fee," "capital recovery fee," "surcharge" or similar charge on customers (whether existing or new) who enter into new or amended long-term water supply agreements with GCWA similar to this Agreement that impose increased demands on GCWA for Water from the System. Such fees or charges shall be designed to recoup from such customers imposing increased demands on the System the portion of the future costs for increasing or supplementing the Supply Sources that are reasonably attributable to the increased demands placed on the Supply Sources by such customers as opposed to the portion of such costs reasonably attributable to improving the reliability of the Supply Sources for meeting the current supply commitments of GCWA to existing customers of the System.

13

OPERATION, MAINTENANCE AND REPLACEMENT RESERVE FUND

GCWA and Purchaser recognize and agree that GCWA's current Budgeted Cost of Service includes provision for a reserve fund for operation, maintenance and replacement costs. The current amounts in the reserve fund were accumulated from prior payments from customers of the System and through annual payments for previous years' Budgeted Costs of Service. GCWA agrees to continue its practice of requiring new customers or existing customers that increase the amount of water purchased from GCWA to contribute appropriate amounts to the reserve fund in order to equitably distribute the burden of the reserve fund over all customers of the System. Currently, GCWA has established the reserve fund at a level equal to six (6) months of the annual amount of the Budgeted Cost of Service, and shall maintain the reserve fund at or about the same level in calculating the System Rate. Neither Purchaser nor any other customers of GCWA shall be entitled to any refund of any portion of the reserve fund.

14

CONSERVATION OF WATER

It is the intent of the parties to this Agreement to provide to the maximum extent practicable for the conservation of Water, and Purchaser agrees that it is a condition of this Agreement that it shall reasonably maintain and operate its facilities in a manner that will promote beneficial use, and prevent unnecessary waste, of Water and will comply with any applicable water conservation plan and drought contingency plan of GCWA and any rules and regulations of GCWA implementing or pertaining to same pertaining to the Water supplied to Purchaser and other customers of the GCWA System. GCWA, in accordance with applicable law or regulation, may from time to time adopt a water conservation plan and drought contingency plan and reasonable rules and regulations pertaining to and implementing water conservation and drought management for Water supplied by GCWA to Purchaser and other customers of the GCWA System. Purchaser and GCWA agree that GCWA's water conservation plan and drought contingency plan, and the rules and regulations pertaining thereto, may include programs, incentives and disincentives to encourage more efficient use of Water and reduction

of waste of Water. Purchaser shall adopt and implement a water conservation and drought contingency plan, as required by applicable law, which may be reviewed by GCWA for the use of Water made available and withdrawn by Purchaser pursuant to this Agreement. If required by applicable law or regulation Purchaser agrees that, in the event Purchaser furnishes Water or water services using the Water supplied to Purchaser to a third party that in turn will furnish the Water or provide water services using the Water supplied to Purchaser under this Agreement to the ultimate consumer, the requirements relative to water conservation plans and drought contingency plans shall be met through contractual agreements between Purchaser and the third party providing for the establishment and implementation of a water conservation plan and drought contingency plan in compliance with such applicable law or regulation regarding the Water supplied by GCWA.

15
WATER QUALITY

THE WATER THAT GCWA OFFERS TO SELL TO PURCHASER IS NON-POTABLE, RAW, AND UNTREATED. PURCHASER HAS SATISFIED ITSELF THAT SUCH WATER IS SUITABLE FOR ITS NEEDS. GCWA EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE QUALITY OF THE RAW WATER OR SUITABILITY OF THE RAW WATER FOR ITS INTENDED PURPOSE. GCWA EXPRESSLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY AND FITNESS. PURCHASER AGREES THAT ANY VARIATION IN THE QUALITY OR CHARACTERISTICS OF THE RAW WATER OFFERED FOR SALE AS PROVIDED BY THIS AGREEMENT SHALL NOT ENTITLE PURCHASER TO AVOID OR LIMIT ITS OBLIGATION TO MAKE PAYMENTS PROVIDED FOR BY THIS AGREEMENT. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION CONTAINED IN THIS AGREEMENT. PURCHASER ASSUMES FULL RESPONSIBILITY WITH RESPECT TO THE TREATMENT OF THE WATER PRIOR TO ITS DISTRIBUTION FOR HUMAN CONSUMPTION OR ANY OTHER USES. NOTWITHSTANDING THE FOREGOING, GCWA WILL UTILIZE ITS BEST EFFORTS TO PRESERVE THE QUALITY AND INTEGRITY OF WATER PROVIDED PURSUANT TO THIS AGREEMENT.

16
RESALE OF WATER

Should Purchaser determine that it has Water surplus to its anticipated needs from the Water, Purchaser may with prior written notice to GCWA (i) provide Water to a third party user within the Service Area or (ii) notify GCWA as to the amount of Water no longer needed to be made available to Purchaser. If Purchaser provides Water to a third party within the Service Area, pursuant to subpart (i) above, Purchaser shall remain responsible for the payments required herein. If notice is provided to GCWA as stated in subpart (ii) above, GCWA will use reasonable efforts to find a third party who is able and willing to pay for such availability for a period coterminous with the period of time Purchaser determines such Water is surplus to its needs. If GCWA is successful in finding and contracting with such a third party suitable to it to acquire Purchaser's interest in Purchaser's available surplus for said period of time, this Agreement will be amended accordingly. If GCWA finds a third party who is able and willing to pay for such availability for a period to the end of or beyond the term of this Agreement, GCWA shall release Purchaser from a portion of this Agreement to the extent the new customer is bound to GCWA in an agreement with similar provisions as contained in this Agreement.

17
RECLAIMED WATER

All rights to Reclaimed Water originating from the Water made available to Purchaser under this Agreement that may be beneficially reused before disposal or discharge, and that is neither disposed of nor discharged or otherwise allowed to flow into (i) the Brazos River, Jones Creek, Oyster Creek, Chocolate Bayou, Mustang Bayou, Halls Bayou, (ii) any tributary watercourse of any of the foregoing watercourses or (iii) any component of the GCWA System shall remain vested in Purchaser.

18

CURTAILMENT PROVISIONS

Pursuant to the provisions of Texas Water Code §11.039, in the event of a drought or if for any other reason (including Force Majeure) Water in the System becomes in short supply, GCWA shall fairly apportion and ration the available Water supply from the System among all its customers, including Purchaser, in accordance with the applicable law on distribution and allocation of water during periods of shortage. GCWA agrees that any allocation of Water due to a drought or shortage as provided in this Section shall be consistent with applicable laws and regulations of the State of Texas and any water conservation or drought contingency plans adopted by GCWA and then in effect.

19

OTHER GCWA CONTRACTS

GCWA may adjust the System Rate and enter into agreements with other parties regarding the System, including its operation and maintenance and the storage, release and supply of Water therefrom; provided, however, that such adjustments to the System Rate and such agreements (i) shall not discriminate against Purchaser in relation to the Supply Sources, the Budgeted Cost of Service or the System Rate in a manner inconsistent with applicable laws or regulations of the State of Texas and its agencies; or (ii) provide for the sale of perpetual water rights unless GCWA continues to be able to make available to the Purchaser the Contract Quantity; and (iii) shall not be entered into by GCWA if it finds that the agreement will render GCWA unable to provide the Contract Quantity to Purchaser.

20

FORCE MAJEURE

In the event either party hereto is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of such Party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practical time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other Party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" means acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority other than a Party to this Agreement, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of the water supply, and any other incapacities of either Party similar to those enumerated, which are not in control of the Party claiming such inability. It is

understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty and that the above requirement that any force majeure shall be remedied with all reasonable dispatch, but shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the Party having the difficulty.

21
WAIVER

Any waiver at any time by any party of its rights with respect to default or any right granted under this Agreement shall not be deemed a waiver of such rights with respect to any subsequent default or matter.

22
NOTICES AND CERTIFICATIONS

Notices and certifications provided for in this Agreement shall be in writing. The same shall be delivered by mailing certified mail, postage paid, return receipt requested, or hand delivered, to the respective parties at the following addresses:

GCWA: GULF COAST WATER AUTHORITY
Attn: General Manager
3630 FM 1765
Texas City, Texas 77591
Telephone: (409) 935-2438

Purchaser: CITY OF PEARLAND
Attn: City Manager
3519 Liberty Dr.
Pearland, TX 77581
Telephone: (281) 652-1600

Either party may change its address as shown above by written notice to the other party.

23
OTHER REQUIREMENTS

This Agreement is subject to all conditions, provisions, and limitations included in GCWA's water rights, permits or contracts for the Supply Sources from the applicable State agency and any third party suppliers. Further, this Agreement is subject to all applicable Federal, State and local laws, and any applicable ordinances, rules, orders and regulations of any local, State or Federal governmental authority having jurisdiction. However, nothing contained in this Agreement shall be construed as a waiver by either party of any right to question or contest any law, ordinance, order, rule, or regulation of any governmental authority. GCWA agrees that, except to the extent required by applicable laws or regulations of the State of Texas and its agencies or as required by current contracts of GCWA, it will not adopt any rules or regulations or enter into any future contracts with new customers that will cause the charges provided in this Agreement for Purchaser to be unjust, unreasonable or discriminatory in contravention of the applicable provisions of the Texas Water Code or to discriminate against Purchaser in the

allocation of Water in a manner inconsistent with applicable law, including Section 11.039, Texas Water Code. Notwithstanding the previous sentence, Purchaser recognizes that GCWA may adopt and implement water conservation and drought contingency plans as authorized by law and as provided in Section 18.

24 **SEVERABILITY**

The provisions of this Agreement are severable, and if for any reason any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement and this Agreement shall remain in effect and be construed as if the invalid, illegal, or unenforceable provision had never been contained in the Agreement and the parties agree to attempt in good faith to amend this Agreement, if necessary, to implement the invalid, illegal, or unenforceable provision in a manner that is valid, legal and enforceable.

25 **TERMINATION**

This Agreement may be terminated by either party for material breach of the terms of this Agreement or as provided herein; provided, however, notwithstanding anything in this Agreement to the contrary, if Purchaser terminates this Agreement at a time when GCWA has bonds outstanding and payable from the revenues of the System, including revenues from this Agreement (the "Then Outstanding Bonds"), except to the extent provided below in (1), (2) and (3) of this section, as appropriate, Purchaser shall continue to be bound thereafter to pay its proportionate share (based on Purchaser's Contract Quantity as compared to the Contract Quantities of all other GCWA customers purchasing Water from the System at the time of the termination) of debt service on the Then Outstanding Bonds, such obligation to survive termination of this Agreement (the "Continuing Obligation"); provided, however,

- (1) if, and to the extent, GCWA is able to find new customers or old customers who agree to increase their contracted amounts of supply and who make payments to GCWA for the Purchaser's pro rata share of the debt service on the Then Outstanding Bonds of GCWA, GCWA agrees to credit such funds, as and when received, against Purchaser's Continuing Obligation to the extent such amount is attributable to the debt service on the Then Outstanding Bonds; or
- (2) in the event more than one customer of GCWA has a Continuing Obligation, any such revenues received by GCWA from new customers or old customers who increase their supplies shall be credited pro rata among Purchaser's and the other customer(s)' Continuing Obligations based on the relative amounts of the Continuing Obligations of all such customers with Continuing Obligations; or
- (3) if permitted under the applicable bond resolutions authorizing GCWA's Then Outstanding Bonds, Purchaser may be released from its Continuing Obligation if the Purchaser (at Purchaser's expense) provides for the defeasance or redemption by GCWA of the Then Outstanding Bonds attributable to Purchaser, it being understood, however, that Purchaser shall not be relieved from any such Continuing Obligation until such time as such pro rata share of the Then Outstanding Bonds have been defeased or redeemed and Purchaser has made complete payment of any accrued but unpaid liabilities under this Agreement at the time of termination; and

- (4) Purchaser shall pay all reasonable expenses incurred by GCWA in implementing subsections (1)-(3) above.

Further, (i) neither party may terminate this Agreement or suspend delivery of Water or payments required herein unless the party seeking termination or suspension of the Agreement has provided the other party with written notice of such termination or suspension with an explanation of the breach and an opportunity to cure such breach within 30 days of such notice and (ii) in the event Purchaser terminates this Agreement, such termination shall be effective at the end of GCWA's fiscal year which immediately succeeds the otherwise effective date of Purchaser's termination. A party shall be considered in compliance with the Agreement if such party is making reasonable efforts to address such breach within 30 days of such notice and attains compliance with the Agreement within 90 days of such notice.

26 **ASSIGNMENT**

This Agreement may be assigned by GCWA at its discretion with prior written notice to the Purchaser, but only so long as such assignment is to another governmental entity that assumes GCWA's obligations herein and is capable of performing such obligations. With prior written notice to GCWA, this Agreement may be assigned by Purchaser, in whole or in part, to a successor in interest or an affiliate of Purchaser that is the owner of land within the Service Area of Purchaser provided that the assignee will not require a change in the Diversion Point(s), Delivery Point(s), Contract Quantity, purpose of use of the Water or the Service Area but only so long as such assignee assumes Purchaser's obligations herein, or the appropriate part thereof, and is capable of performing such obligations. Any other assignment by either party may be made only with the prior written consent of the other party, such consent not to be unreasonably withheld, delayed or conditioned. In the event any assignment is made more than one year after the parties have communicated with each other regarding any needed amendments to this Agreement as contemplated in the second paragraph of Section 29 below, the parties agree to communicate with each other regarding the need for any amendments to this Agreement within 45 days after said assignment.

27 **TERM OF AGREEMENT; AGREEMENT TO CONSIDER AMENDMENTS PERIODICALLY**

The term of this Agreement shall begin on the Effective Date and shall end the later of August 31, 2027 or the date of final payment of any bonds or other indebtedness issued by GCWA and outstanding and payable from the revenues of this Agreement; provided, however, subject to the rights of, and limitations on, the parties in Sections 6 and 25, this Agreement may terminate as provided herein due to (i) any non-payment of Payments required herein, (ii) Purchaser's material default, (iii) GCWA's material default, (iv) the effective date of a mutual agreement in writing between GCWA and Purchaser to terminate the Agreement, or (v) requirement by regulatory authority. The parties agree that upon expiration of the term of this Agreement on August 31, 2027, the parties will extend the term of this Agreement under terms and conditions for Water from the Authority's System then prevailing from the Authority for other similarly-situated customers, which extension shall be evidenced by mutual agreement in writing between GCWA and Purchaser.

Notwithstanding the foregoing, GCWA and Purchaser agree that due to changes in circumstances over the term of this Agreement, it is in their mutual and respective interests to periodically consider amendments to this Agreement during the term hereof. Accordingly, within

sixty (60) days prior to or after each 5-year anniversary of the Effective Date of this Agreement the parties agree to communicate with each other to identify, negotiate and attempt to approve any amendments to this Agreement necessary or appropriate to accommodate the needs and interests of the parties, or to address other circumstances, which have changed since the Effective Date. The intent of this paragraph is to establish a relationship between the parties to aid in the resolution of issues that hereafter arise so as to enable the operation and use of the System by GCWA to meet the needs of Purchaser and the other customers of the GCWA System in a manner which comports with sound public policy.

28

RECITALS AND EXHIBITS INCORPORATED

The recitals contained in the preamble hereof and the exhibits hereto are hereby found to be true, and such recitals and exhibits are hereby made a part of this Agreement for all purposes.

29

OPTION TO INCREASE CONTRACT QUANTITY

Purchaser desires to obtain an option to acquire an additional supply of Water from the Canal Division for future use from GCWA in an amount not to exceed ten (10) MGD.

The purpose of this Option is to provide a mechanism for Purchaser to require GCWA to increase the Contract Quantity so that Purchaser can purchase an additional amount of the available Water from GCWA for use at Purchaser's Delivery Point(s) in an amount not to exceed the Contract Quantity plus the Option Quantity and in all respects subject to the terms, conditions and restrictions set forth herein.

Option Quantity

For and in consideration of the payments described herein, GCWA agrees that Purchaser shall have the option, exercisable as set out herein, to buy an additional amount of Water up to the Option Quantity from GCWA through GCWA's System.

Price of Option

During the term of this Option, Purchaser agrees to pay monthly to GCWA at its offices in Texas City, Texas, as "Option Payments" an amount equal to twenty percent (20%) of the System Rate times the Option Quantity times 365 divided by 12. GCWA will invoice Purchaser monthly for the Option Payment by the 5th day of each month. Payment by Purchaser will be due thirty (30) days after the date of the invoice.

Exercise of Option

At any time during the term of this Option, Purchaser may exercise its option to buy additional Water in any amount up to the Option Quantity by giving GCWA ninety (90) day's written notice. Such amount may be less than, but may not be more than, the Option Quantity. Such notice shall state the amount of Water, in millions of gallons per day, which Purchaser wishes to purchase. Purchaser may choose to exercise the option in portions during the term of this Option. If such notice is for less than the Option Quantity, Purchaser's option to buy Water shall continue as to the unexercised portion.

Result of Exercise of Option

If Purchaser notifies GCWA of the exercise of its option to purchase all or any part of the Option Quantity during the term of this Agreement as set out above, then this Agreement shall automatically be amended to increase the Contract Quantity by the amount of the Option Quantity taken by Purchaser (subject to all other terms of this Agreement including the payment of the System Rate by Purchaser). Upon implementation of any such amendment to this Agreement, the Option shall terminate as to the exercised portion of the Option Quantity but otherwise continue in effect as to any unexercised portion of the Option Quantity for the remainder of the term of this Agreement.

Term and Termination of Option

Notwithstanding the term of the Agreement, the term of the Option shall be for a period of three (3) years from the Effective Date. GCWA may terminate the Option for any nonpayment, which continues for ninety (90) days after written notice to Purchaser. Purchaser may terminate the Option on six month's written notice to GCWA.

Renewal of Option

If the Option remains in force for the entire three (3) year term, the Option shall automatically renew for one consecutive additional three (3) year term unless Purchaser provides written notice of its intent to not renew the Option received by GCWA not later than ninety (90) days prior to the expiration of the original three (3) year term.

GCWA Special Termination Right of Option

Notwithstanding anything herein to the contrary, during the term of this Option or any renewal thereof, GCWA shall, if it has other customers desiring to contract for additional Water supply from GCWA's Canal Division, that have provided written notice of said desire and submitted evidence of an intent to enter into a contract for an initial term of not less than ten (10) years duration, where such Water has been otherwise reserved for Purchaser by this Option or reserved for other customers with similar Option rights to reserve Water from the Canal Division under agreements similar to this Agreement, notify Purchaser and all such other customers with similar Option rights in writing of the receipt of such offer and of the quantity of Water covered by and the terms of such offer. Purchaser and all such other customers with similar Option rights may elect to exercise their options to acquire rights to all or any part of their respective Option Quantities as provided herein within a period ending ninety (90) days after receiving the notice from GCWA. To the extent Purchaser and all such other customers with similar Option rights do not elect to take all of their respective Option Quantities, as between Purchaser, all such other customers with similar Option rights and GCWA, GCWA shall have the right to enter into a contract with the offeror, for an initial term of not less than ten (10) years, on the terms and provisions of the offer up to the extent of any unexercised portions of the Option Quantities of Purchaser and all such other customers with similar Option rights; but should GCWA fail to enter into such contract on or before the expiration of one hundred eighty (180) days from the date of GCWA's notice to Purchaser and other customers with similar Option rights of the bona fide offer, the right of Purchaser and all such other customers with similar Option rights to notice and right of first refusal as to such offer and such quantity of Water shall be reinstated to the extent not exercised by Purchaser or such other customers with similar Option rights. GCWA agrees that any contract entered into with the offeror shall be substantially the same terms and conditions as this Agreement and the similar agreements with other customers with similar

Option rights and that offeror shall be offered substantially the same rights and obligations under its contract as the Purchaser is afforded under this Agreement and as the other customers with similar Option rights are afforded under their agreements, ensuring that GCWA does not treat the offeror any better or worse than the Purchaser or such other customers with similar Option rights.

If Purchaser and such other customers with similar Option rights exercise their rights of first refusal under this section, the Contract Quantities of Purchaser and such other customers with similar Option rights shall be increased by the amount of Water specified in Purchaser's and such other customers' with similar Option rights election notices so received by GCWA and Purchaser's Option Quantity and that of the other customers with similar Option rights shall be reduced by the same amount, respectively.

To the extent GCWA enters into a contract for an initial term of not less than ten (10) years duration with the offeror as permitted herein, the Option Quantities of Purchaser and of other customers with similar Option rights after the exercise of their options as provided above shall be further reduced by an amount equal to the product of multiplying the amount of Water contracted for by the offeror with GCWA times a fraction, (a) the numerator of which is the amount of Option Quantity then remaining with Purchaser after the exercise of Purchaser's option as provided above after the exercise of each such customer's option as provided above and (b) the denominator of which is the total of all Option Quantities then remaining with Purchaser and such other customers with similar Option rights after the exercise of their options as provided above.

In the event that GCWA receives an offer from another customer to purchase Water that has been otherwise reserved for Purchaser by the Option described in this Section 29, before asking Purchaser to exercise its Option pursuant to this Section 29, GCWA, acting in its sole discretion (but in good faith) will first to attempt to satisfy the new offer to purchase Water with water acquired by GCWA after the date of this Agreement, if any, that has resulted in increasing the availability of GCWA's supplies such that GCWA is of the opinion that it can make the additional Water available to the new customer without impairing GCWA's ability to meet its existing water supply commitments and other Option commitments. Additionally, GCWA shall promptly provide notice to Purchaser of any additional Supply Sources acquired after the date of execution of this Agreement and a designation of whether that additional Supply Source was acquired for the purpose of supplying additional water to GCWA customers or to insure reliability of the Supply Sources to GCWA's existing customers.

30
SPECIAL PROVISIONS

GCWA and Purchaser are also parties to that certain "Interim Water Supply Agreement" dated November 16, 2006, relating to the supply of water to Purchaser by GCWA from the Canal J Division. Nothing in this Agreement shall affect in any way rights and obligations of GCWA and Purchaser under such Interim Water Supply Agreement. In the event that the System Rate in this Agreement includes costs for any portion of the costs to be paid by Purchaser in the Interim Water Supply Agreement between the Parties, Purchaser shall not have to pay any portion of the System Rate or System Capital Costs twice.

GULF COAST WATER AUTHORITY

By: _____
James McWhorter, Board President

Date: _____

ATTEST: _____

CITY OF PEARLAND

By: _____
Tom Reid, Mayor

Date: _____

ATTEST: _____

EXHIBIT A

PURCHASER SERVICE AREA

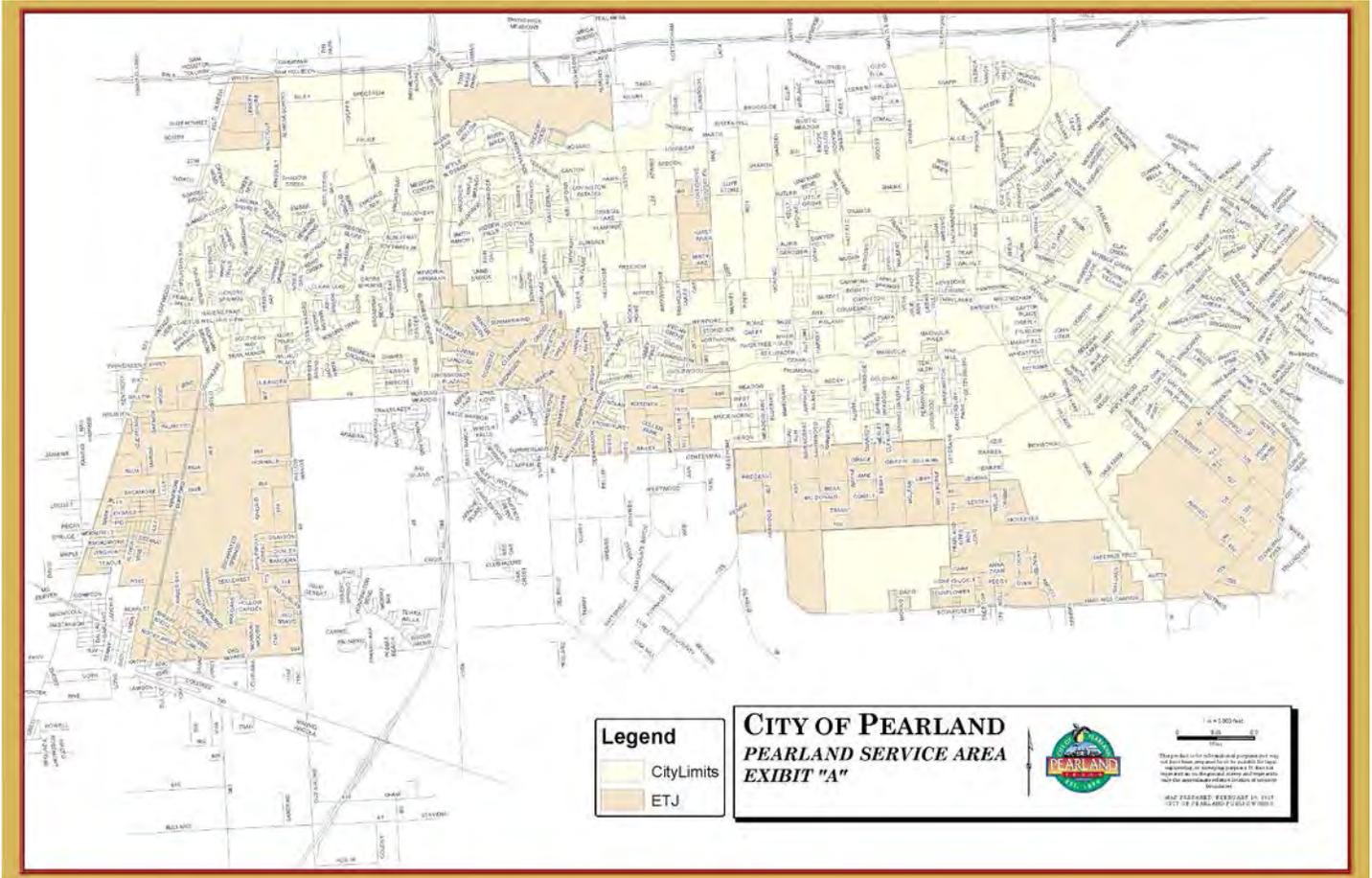


EXHIBIT B

PURCHASER DELIVERY POINT(S)

The proposed 'take point' for the City of Pearland's surface water treatment plant is located on GCWA's American Canal system near Longitude 29°32'05"N and Latitude 95°25'24"W, a location that is approximately 0.40 miles South of County Rd 59 and 0.38 miles West of County Road 48, and as depicted below.



a

EXHIBIT C

GCWA BUDGETED COST OF SERVICE FOR FY 2015
FOR INDUSTRIAL CUSTOMERS RAW WATER COSTS

Approved 06/19/2014

GULF COAST WATER AUTHORITY Canal System A & B (Fund 08) MAINTENANCE AND OPERATIONS BUDGET 2014-15		REVENUES									
CUSTOMER CONTRACTS	CONTRACT (MGD)	% OF DEMAND (%)	M & O (\$)	CAPITAL IMPROVEMENT PROJECTS (\$)	STORED WATER (\$)	TOTAL (\$)	14-16 RAW WATER (\$/MG)	13-14 RAW WATER (\$/MG)			
INDUSTRIAL DIVISION	110.7620	65.16%	2,826,670.30	1,093,970.66	1,811,035.54	5,733,676.53	141.8239	118.4681			
ASCEND MATERIALS	10.0000	5.88%	255,382.74	98,767.69	163,506.94	517,657.37	141.8239	118.4681			
ASCEND MATERIALS	7.8660	4.63%	200,884.06	77,690.66	128,614.56	407,169.28	141.8239	118.4681			
FT. BEND WCID NO. 2	4.0000	2.33%	102,153.10	39,507.08	65,402.78	207,062.95	141.8239	187.1620			
MISSOURI CITY	15.0000	8.82%	363,074.11	146,151.53	245,286.41	776,486.05	141.8239	187.1620			
PEARLAND	10.0000	5.88%	255,382.74	98,767.69	163,506.94	517,657.37	141.8239	187.1620			
PECAN GROVE MUD	2.3624	1.39%	60,075.62	23,233.87	215,140.00	298,449.50	347.5932	380.8151			
SUGAR LAND	10.0000	5.88%	255,382.74	98,767.69	163,506.94	517,657.37	141.8239	N/A			
TOTAL	189.9804	100.00%	4,341,005.41	1,678,656.90	2,965,974.09	8,975,636.41					
OPTION WATER CONTRACTS											
SUGARLAND (JULY 17, 2015)	10.0000		103,531.45			103,531.45	28.36				
FT. BEND WCID NO. 2	6.5000		67,295.44			67,295.44	28.36				
INTERMITTIBLE WATER SUPPLY CONTRACTS											
IRRIGATION INCOME	N/A		243,102.67			243,102.67	N/A				
INTERRUPTIBLE 2013			72,717.44			72,717.44					
SOUTH WYCK COUNTRY CLUB	0.2364		33,429.48			33,429.48	309.00				
SUGAR CREEK COUNTRY CLUB	0.2098		25,047.72			25,047.72	327.00				
TEXAS BRINE CORPORATION (2017)	0.8258		101,635.44			101,635.44	336.18				
TOTAL COST			4,988,065.05	1,678,656.90	2,965,974.09	9,632,696.04					
CASH CREDIT			0.00	0.00	0.00	0.00					
TOTAL			4,988,065.05	1,678,656.90	2,965,974.09	9,632,696.04					

EXHIBIT D

GCWA SYSTEM WATER RIGHTS

Certificate of Adjudication No. 12-5168, as amended (Brazos River Canal A)

Certificate of Adjudication No. 12-5171, as amended (Brazos River Canal B)

Certificate of Adjudication No. 11-5169, as amended (Jones and Oyster Creeks)

Certificate of Adjudication No. 12-5322, as amended (Brazos River, Canal J)

Certificate of Adjudication No. 11-5357, as amended (drainage ditch, Chocolate Bayou, Halls Bayou, Mustang Bayou)



Memo

To: **Clay Pearson, City Manager**

From: **Eric Wilson, Director of Public Works**

CC: **Jon Branson, Deputy City Manager**
Trent Epperson, Assistant City Manager

Date: **April 22, 2015**

Re: **Pearland Water Strategies Update**

4/22/2015

To: Mayor and City Council members
Heads-up on item coming for Monday consideration, a bulk water contract with Gulf Coast Water Authority that provides long-term source water supply and has financial implications near- and mid-term.
Clay

Pearland Water Strategies

The City's long term water strategies involve combining multiple significant independent water sources to insure that those water needs can be met under a variety of conditions. Based on a build out population of between 220,000 and 250,000 the City will need a daily capacity of approximately 60 million gallons per day (MGD). The City leadership has realized the importance of a secure and diverse water source for many years and has worked to put those sources in place.

In 2003 the City entered into a contract for raw water from the American/Briscoe Canal System for the future municipal needs of the City in an amount of 10 MGD.

IN 2004 the City entered into a contract for the GCWA to act as the City's agent in the expansion of the City of Houston's Southeast Surface Water Production Plant. This contract gave the City access to 10 MGD once completed. This project also included the 30" waterline which conveyed this water to a distribution facility within the City.

In 2006 the City participated with the City of Galveston and Texas City to purchase through the GCWA the former Chocolate Bayou Water Company. This purchase consisted of the Juliff and Chocolate Bayou facilities and accompanying water rights. The City's portion of the purchase is 10 MGD.

As a result of the prolonged drought within Texas specifically, the Brazos River Basin both the customers of the GCWA and GCWA staff recognized that a major revision to the raw water contracts was needed. The City has also been involved in the revisions to the Systems Operations Contracts for the American and Briscoe Canals System as part of a customer group consisting of various

customers from Brazoria and Fort Bend counties. Those contracts have recently been approved by all of the system participants with specific language being added to fit the individual customer's needs. The City of Pearland has also added specific language relating to the multiple sources available to the City.

The City team has worked with GCWA in finalizing the language of this modified long term agreement and all parties are in agreement that this meets the needs of and protects the interests of all parties involved.

The GCWA Board of Directors took action on the City of Pearland's System Raw Water Availability Agreement at its April 16, 2015 meeting. This agreement will be presented to the City of Pearland City Council at its April 27, 2015 regular meeting. The execution of this will memorialize yet another critical piece of the City's long term water strategy.

One additional matter worth noting is that the City will be converting its water to an optional status. This will lead to a significant reduction in the cost of an unrealized asset, for at least a short period. There is a 75% reduction in fee based on this change. The stipulation being that if another customer, existing or new, wishes to enter into a long term contract for this option water the City will have to "firm up" its contract within 90 calendar days or the water will be sold. At this time staff is not certain if any other entities will ask for the water or not. The City will need to continue to budget for the full payments for this raw water and if savings are realized it will be a benefit.

RESOLUTION NO. R2015-72

A Resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into a System Raw Water Availability Agreement with the Gulf Coast Water Authority for 10 million gallons per day from the American Briscoe Water Canal Systems in an estimated amount of \$710,000.00 annually.

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

Section 1. That certain the Gulf Coast Water Authority Agreement by and between the City of Pearland and Brazoria County, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes, is hereby authorized and approved.

Section 2. That the City Manager or his designee is hereby authorized to execute and the City Secretary to attest an Agreement with the Gulf Coast Water Authority.

PASSED, APPROVED and ADOPTED this the _____ day of _____,
A.D., 2015.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

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

AGENDA OF: April 27, 2015	ITEM NO.: Resolution No. R2015-67
DATE SUBMITTED: April 16, 2015	DEPT. OF ORIGIN: Projects
PREPARED BY: Andrea Brinkley	PRESENTOR: Skipper Jones
REVIEWED BY: Trent Epperson	REVIEW DATE: April 22, 2015
SUBJECT: R2015-67 - A Resolution of the City Council of the City of Pearland, Texas, awarding a bid for the construction of the Pearland Parkway Barrier Fence Project (along the Shadycrest Subdivision) to Aber Fence and Supply Company, Inc. in the amount of \$253,003.00.	
EXHIBITS: R2015-67; A – Engineer’s Recommendation Letter and Bid Tab; B – Project Location Exhibit	
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: \$253,003.00 AMOUNT BUDGETED: \$2,078,512 AMOUNT AVAILABLE: \$340,192 PROJECT NO.: TR1203 ACCOUNT NO.: 203-0000-565.03-00 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	

RECOMMENDED ACTION

Staff recommends that Council approve the Bid results and Award the Contract for the construction of the Pearland Parkway Barrier Fence (along the Shadycrest subdivision) to Aber Fence & Supply Company Inc. in the amount of \$253,003.00 and authorize the City Manager to execute the contract.

EXECUTIVE SUMMARY

BACKGROUND

The Shadycrest subdivision pre-dates the City's Thoroughfare program and Unified Development Code and subdivisions that were built later in the vicinity were built with fences. The Pearland Parkway Expansion project did not require any type of fencing or walls, per the environmental noise study conducted by TxDOT. The residents of Shadycrest requested City Council to consider a barrier fence for security and separation from the new roadway. Council reviewed several options presented by staff, and agreed to support the Stonetree precast concrete fence, an emergency gate at Shadycrest Drive as well as City maintenance of the barrier fence.

The subject contract provides for an eight foot high precast concrete Stonetree barrier fence along the Shadycrest subdivision, as well as a solid sound mitigation gate at Shadycrest Lane, configured for emergency access only. The fence installation is funded by unexpended Pearland Parkway project funds.

SCOPE OF CONTRACT/AGREEMENT

The scope of the construction consists of approximately 1095 LF of eight (8) foot precast concrete Stonetree barrier fence stacked stone design, painted on both faces, a ten (10) year warranty, temporary fencing, existing fence re-connection, a twenty-four (24) ft wide by eight (8) foot emergency access gate at Shadycrest Lane, and related right of way clearing. The limits of the project are parallel to Pearland Parkway from approximately 845 feet south of Oiler Dr. to 1,940 ft south of Oiler Dr, along the Shadycrest subdivision.

BID AND AWARD

The project was advertised March 26th and April 2nd, 2015 and bids were opened on April 14, 2015, via the E-Bid system. Four companies attended the mandatory Pre-Bid conference and one firm bid the project. The single bid of \$253,003.00, submitted by Aber Fence & Supply Company Inc. was approximately 24% above the engineers estimated construction cost of \$193,475.00. Rapidly rising concrete costs contributed to the cost exceeding the estimates.

Aber Fence & Supply Company Inc. has a positive history with the City; having installed a screen fence along Magnolia Rd at Mary's Creek. The company also has positive history with other owners in the Houston area. The Design Consultant, HDR Engineering Inc., completed a reference check and found no performance or financial issues either pending or historically, see attached Engineer's Recommendation Letter.

SCHEDULE

Successful award of the construction contract is planned to be followed by a Pre-Construction conference held late in the week of April 27, 2015, and issuance of the Notice to Proceed (NTP) at that same meeting. Barring weather delays, substantial completion for the work will be sixty (60) days (late June) from NTP with final completion ninety (90) days from NTP.

The Pearland Parkway road project is scheduled to be completed in mid-June, we will keep the roadway closed through substantial completion of the fence in late June.

POLICY/GOAL CONSIDERATION

The Pearland Parkway Barrier Fence project is in accordance with the Council goals for Safe Community, and supports the requirements set out by the City's Unified Development Code.

CURRENT AND FUTURE CIP FUNDING /FINANCIAL IMPACTS/DEBT SERVICE

Year	To Date	2016	2017	2018	2019	Total
Budget	\$ 2,078,512					\$ 2,078,512
Prior Expenditures						
PER						-
Land/ROW	169,964					169,964
Design/Survey	564,213					564,213
Construction	1,004,144					1,004,144
FF&E						-
Current Request						-
Construction	253,003					253,003
Future Expenditures						
PER						-
Land/ROW						-
Design/Survey						-
Construction	-					-
FF&E						-
Total Expenditures	\$ 1,991,324	\$ -	\$ -	\$ -	\$ -	\$ 1,991,324
Remaining Balance	\$ 87,188	\$ 87,188	\$ 87,188	\$ 87,188	\$ 87,188	\$ 87,188

Debt Sold						XXXXXX
Debt to Be Sold						XXXXXX
Annual Debt Service						XXXXXX

O&M IMPACT INFORMATION

The project includes a 10 year warranty, and maintenance is expected to be minimal. Additional O&M costs will be the insurance premiums on the fence.

Year	2015	2016	2017	2018	2019
Operation and Maintenance Costs	\$ 25	\$ 50	\$ 50	\$ 50	\$ 50



April 16, 2015

Ms. Andrea Brinkley
City of Pearland
Projects Department
3519 Liberty Dr.
Pearland, TX 77581

Re: Pearland Parkway Barrier Fence
City of Pearland
Project No. TR1203

Dear Ms. Brinkley:

On April 14, 2015, the City received one (1) bid for the above referenced project. The following is a summary of our bid evaluation:

One (1) construction firm participated in the bidding process. The bid was checked for mathematical errors and/or bid irregularities. The project was bid with a base bid and alternate work items. The base bid included the precast concrete fence installation including foundations, temporary chain link fence, removal of existing fence installation of one (1) soundfighter gate, storm water prevention, and preparation of right-of-way. The bid for the total project is as follows:

	Contractor	Base Bid	Alternate Bid	Total Bid
1	Aber Fence & Supply Company	\$ 218,003.00	\$ 35,000.00	\$ 253,003.00

HDR's estimate for the Total Project was \$ 193,475.00. A copy of the bid tabulation is attached for your use and information.

Aber Fence & Supply Company is the local supplier for the precast concrete fence that is being used for this project. This precast fence has been discussed with the affected homeowners of Shadycrest and was approved by the City as the only option of fence to be used on the project. This is the reason for only one bid on the project.

Based on their previous experience of installing this precast fence and being the authorized dealer for the Houston area, Aber Fence & Supply Company appears to have a good record on this type of project.



Aber Fence & Supply Company appears to be a responsible firm that should be capable of performing the specified work in a satisfactory manner. For these reasons, we recommend that the City of Pearland award the Pearland Parkway Barrier Fence Project to Aber Fence & Supply Company for a total of \$ 253,003.00.

If you have any questions, please contact me.

Sincerely,

HDR

A handwritten signature in blue ink, appearing to read 'Edwin R. Rydell'.

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

Bid No. 0315 --29 Pearland Parkway Fence Project

Opening Date: 4/14/15

				Engineers Estimate		ABER Fence & Supply Company, Inc	
Line Description	UOM	QTY	Unit	Extended	Unit	Extended	
Base Bid							
1.1	8-foot Precast Concrete Fence including columns, foundations, wall panels, coping, column caps, hardware, grout, paint and sodding of disturbed areas, stacked stone face, painted both sides, 10 year warranty	LF	1095	\$120.00	\$131,400.00	\$125.00	\$136,875.00
1.2	Install temporary 6' chain link fence and temporary connect side yard fence during construction	LF	250	\$4.00	\$1,000.00	\$5.00	\$1,250.00
1.3	Fence Reconnection	EA	8	\$300.00	\$2,400.00	\$150.00	\$1,200.00
1.4	Installation of 8' high x 24' wide Soundfighter Soundwall Access Gate, with Knox Lock, including side panels to attach to precast concrete fence and labor	EA	1	\$3,000.00	\$3,000.00	\$53,200.00	\$53,200.00
1.5	Preparing ROW from Temporary Construction Easement to sidewalk for the length of the project, including removal of vegetation and fences, complete in place the sum of:	STA	11	\$3,500.00	\$38,500.00	\$1,773.00	\$19,503.00
1.6	Storm Water Pollution Prevention Plans (SWPPP)	LS	1	\$4,000.00	\$4,000.00	\$5,475.00	\$5,475.00
1.7	Removal and/or stockpile of existing fences (All materials)	LF	250	\$2.50	\$625.00	\$2.00	\$500.00
Base Bid Total					\$180,925.00		\$218,003.00
Alternate Work Items							
2.1	Utility Pole Supports	EA	5	\$500.00	\$2,500.00	\$750.00	\$3,750.00
2.2	Extra Hand Excavation	CY	25	\$30.00	\$750.00	\$200.00	\$5,000.00
2.3	Extra Machine Excavation	CY	100	\$30.00	\$3,000.00	\$50.00	\$5,000.00
2.4	4-inch Concrete Rip Rap (Flume)	CY	20	\$30.00	\$600.00	\$250.00	\$5,000.00
2.5	Embankment	CY	150	\$8.00	\$1,200.00	\$45.00	\$6,750.00
2.6	Concrete Pavement Repair	SY	100	\$30.00	\$3,000.00	\$50.00	\$5,000.00
2.7	Traffic Control, 1-Lane Closure if required	MO	1	\$1,500.00	\$1,500.00	\$4,500.00	\$4,500.00
Alternate Work Items Total					\$12,550.00		\$35,000.00
Bid Total					\$193,475.00		\$253,003.00

Pearland Parkway Barrier Fence



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 1:6,715
1 in = 560 ft
April 16, 2015



RESOLUTION NO. R2015-67

A Resolution of the City Council of the City of Pearland, Texas, awarding a bid for the construction of the Pearland Parkway Barrier Fence Project (along the Shadycrest Subdivision) to Aber Fence and Supply Company, Inc. in the amount of \$253,003.00.

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

Section 1. That competitive bids for the construction of the Pearland Parkway Barrier Fence Project have been reviewed and tabulated.

Section 2. That the City Council hereby awards the bid to Aber Fence and Supply Company, Inc., in the amount of \$253,003.00.

Section 3. The City Manager or his designee is hereby authorized to execute a contract for the construction of the Pearland Parkway Barrier Fence Project.

PASSED, APPROVED and ADOPTED this the _____ day of _____,
A.D., 2015.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

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

AGENDA OF: April 13, 2015	ITEM NO.: Resolution No. R2015-57
DATE SUBMITTED: March 30, 2015	DEPT. OF ORIGIN: Projects
PREPARED BY: Jennifer Lee	PRESENTOR: Skipper Jones
REVIEWED BY: Trent Epperson	REVIEW DATE: April 22, 2015
SUBJECT: R2015-57 - A Resolution of the City Council of the City of Pearland, Texas, authorizing a contract for construction management and inspections services, associated with the Regency Park Paving and Drainage Project, to AARK Engineering, LLC, in the amount of \$312,811.00	
EXHIBITS: R2015-57; A – ARKK Engineers, LLC Professional Services Agreement and Proposal; B – Project 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: \$ 312,811.00 AMOUNT BUDGETED: \$3,638,006 AMOUNT AVAILABLE: \$ 3,330,940 PROJECT NO.: TR1402 & WA1503 ACCOUNT NO.: 067-0000-565.01-00 ADDITIONAL APPROPRIATION REQUIRED:	
To be completed by Department: X Finance X Legal Ordinance X Resolution	

RECOMMENDED ACTION

Staff recommends that Council approve the Construction Management and Inspection Services (CMCI) contract with ARKK Engineering, LLC. for the Regency Park Subdivision Paving in the amount of \$312,811.00 and authorize the City Manager to execute the agreement.

EXECUTIVE SUMMARY

BACKGROUND

In recent years the condition of the pavement and waterlines throughout Regency Park Subdivision, the city's oldest concrete-paved subdivision, have become un-sustainable. Previous efforts over the past three to five years to address continuing pavement failures, through point repairs and panel replacement, will no longer economically address the size and

scope of the issue. In addition, ground movement within the subdivision has isolated some of the original drainage inlets, creating localized ponding that stands for days in the street. The water distribution within the subdivision is based on earlier design standards and criteria and is undersized for flow requirements. Additionally, the pipe material has reached the end of its useful life expectancy and has been the source of numerous breaks and leaks, aggravated by soil movement over the past ten years.

The Preliminary Engineering Report (PER) developed for the project by Binkley and Barfield recommended the complete reconstruction of all of the streets in the subdivision and replacement of the water distribution system. The project addresses correction of pavement grade, refurbishes the sub-grade, enlarges drainage inlets and replaces the existing water lines adding several hydrants. This approach is consistent with the Complete Street concept of replacing all aged infrastructure within the right-of-way with a road reconstruction project where it is cost effective.

ARKK Engineers, LLC was selected to provide Construction Management and Inspection services based on the firm's superior experience with large invasive projects involving a great deal of public interaction with property owners along and within the project limits. ARKK has demonstrated an ability to provide timely and accurate communications with the affected public while managing the contractor's efforts to achieve acceptable progress; both of which will be critical to the success of this project.

SCOPE OF CONTRACT/AGREEMENT

The contract with ARKK Engineers, LLC. is based on the City's Standard Scope of Services for Construction Management and Inspection services. The scope includes:

- Plan Constructability Work Sequence review
- Chairing of the pre-construction conference and progress meetings,
- Acting as the City's on-site representative, in meetings with the contractor, sub-contractors and the public
- Functioning as the City's day to day liaison with property owners communicating planned construction activities and coordinating property owners concerns with the contractor activities,
- Monitor project progress, payment and schedule,
- Inspect and observe construction activities, materials and manage testing resources,
- Maintain project documentation via the City's ProTrak system,
- Coordinate and lead the one year warranty walkthrough

The proposal for the above Construction Management Construction Inspection services is based on an Hourly Not to Exceed amount of \$312,811.00. This fee is approximately (9.5%) of the construction cost estimate and is within acceptable levels for projects requiring this level of oversight and management.

SCHEDULE

Prior to the start of construction the City will host a Public Meeting with the Regency Park subdivision, which will include the Construction Manager and the Contractor. The purpose of the meeting will be to communicate the schedule and sequence of the work to the residents. In addition, they will have the opportunity to meet the representatives from the Construction Management firm and the Contractor that will be assigned to the project.

The City Bid the project April 14th and is presenting the Contract for Construction for Council consideration under separate agenda item tonight. Construction is scheduled to begin in early May and is should to be substantially complete in eleven (11) months from the Notice to Proceed, with a thirty (30) day Final Completion period.

POLICY/GOAL CONSIDERATION

The Regency Park Subdivision Paving project is in keeping with Council's Sustainable Infrastructure strategic priority.

CURRENT AND FUTURE CIP FUNDING /FINANCIAL IMPACTS/DEBT SERVICE

The budget as shown below includes the additional appropriation that is part of the Agenda Item for the award of the Construction Contract.

Year	To Date	2016	2017	2018	2019	Total
Budget	\$ 3,968,562					\$ 3,968,562
Prior Expenditures						
PER						-
Land/ROW						-
Design/Survey	282,297					282,297
Construction	3,308,684					3,308,684
FF&E						-
Current Request						
Construction	312,811					312,811
Future Expenditures						
PER						-
Land/ROW						-
Design/Survey						-
Construction	40,000					40,000
FF&E						-
Total Expenditures	\$ 3,943,792	\$ -	\$ -	\$ -	\$ -	\$ 3,943,792
Remaining Balance	\$ 24,770	\$ 24,770	\$ 24,770	\$ 24,770	\$ 24,770	\$ 24,770

Debt Sold	245,161					
Debt to Be Sold	2,485,241	1,240,790				
Annual Debt Service						

O&M IMPACT INFORMATION

The project will reduce the amount of O&M costs from current levels and no maintenance requirements are anticipated for a minimum of five years after completion of the project.

Year	2015	2016	2017	2018	2019
Operation and Maintenance Costs					

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is entered into upon final execution by and between the City of Pearland ("CITY") and **ARKK Engineers, LLC** ("CONSULTANT").

The CITY engages the CONSULTANT to perform Construction Management and Inspection Services for a project known and described as **Regency Park Subdivision Paving and Drainage** ("PROJECT"). (Project # TR1402)

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 perform Construction Management and Construction Services. See Exhibit A, attached, for a detailed SCOPE OF WORK. The PROJECT schedule shall conform to the construction schedule.
- B. 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.
- C. 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.
- D. 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.

- E. 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.
- F. 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 upon completion of the construction related work.

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. Constructability Review (Lump Sum) | <u>\$6,950.00</u> |
| 2. Construction Management Services (Hourly Not to Exceed) | <u>\$89,600.00</u> |
| 3. Construction Observation Services (Hourly Not to Exceed) | <u>\$204,661.00</u> |
| 4. Reimbursable Expenses (Not to Exceed) | <u>\$11,600.00</u> |
| 5. Total: | <u>\$312,811.00</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 **ARKK Engineers, LLC, 7322 Southwest Frwy, Suite 1040, Houston, Texas 77074**. 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



April 7, 2015

Ms. Jennifer Lee
Project Manager
City of Pearland, Texas
3519 Liberty Drive
Pearland, Texas 77592

Re: Proposal for Construction Management and Inspection Services for the City of Pearland's
Regency Park Subdivision Paving and Drainage Project

Dear Ms. Lee:

As requested, ARKK Engineers, LLC (ARKK) is pleased to submit this proposal for performing construction management and inspection services for the City of Pearland's Regency Park Paving and Drainage Project. For your convenience this proposal consists of General Overview, Scope of Services, and Fee.

GENERAL OVERVIEW

The City of Pearland is finalizing plans and specifications for paving and drainage improvements to several streets in the Regency Park Subdivision. The project includes the re-construction of existing roadways, replacement of storm sewer and waterlines and associated appurtenances. This proposal addresses the engineering services ARKK will provide the City during the construction phases.

ARKK will provide Construction Management and Inspection services that will include providing a project site representative to observe the construction of the proposed improvements in the Regency Subdivision. The estimated construction duration for the project is 330 calendar days to substantial completion and an additional 30 days for final completion. The fee budget for the construction observation services is based on the site representative being on site average 45 hours/week for the 330 days during the substantial completion phase and an average 20 hours/ week during the final completion phase (30 days).

SCOPE OF SERVICES

The Construction Management and Inspection Scope of Services are defined on Exhibit 'A' – Scope of Services.

FEE

Plan Review Services: Lump Sum Amount of:	\$ 6,950.00
Construction Observation Services: (Hourly):	\$ 204,661.00
Construction Management Services: (Hourly):	\$ 89,600.00
Reimbursable Expenses: Not to Exceed:	<u>\$ 11,600.00</u>
Total Not to Exceed Fee:	\$ 312,811.00

Hourly rates for all other manpower shall be charged based on a raw labor rate times a multiplier of 2.99. Officers of ARKK serving in the role of Project Manager will bill at a rate of \$150.00 per hour. The on-site field representative shall be billed at \$90/hour. Overtime for site representative personnel and hourly employees will be charged at 1.185 time's normal rate. Overtime is defined as time over 40 hours within a one-week period (Sunday to Saturday). Reimbursable expenses will be charged at cost plus 10%. Mileage for personnel other than the site representative will be charged at the prevailing federal rate. A vehicle charge of \$40/day will be charged for the site representative.

ARKK Engineers, LLC appreciates the opportunity to submit this proposal and we look forward to working with the City of Pearland on this very important project.

Sincerely,

ARKK ENGINEERS, LLC



Madhu Kilambi, P.E.
Senior Project Manager / Principal

EXHIBIT A



CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES

FOR

Regency Park Subdivision Paving and Drainage Project

BASIC SERVICES: Construction Manager(s) shall render the following professional services to the OWNER in connection with the construction of the Project.

1. Pre-Construction (on specific projects, as requested by the City/Owner)

- 1.1. Provide constructability review of plans, specifications, contract documents and validity of Engineer of Record's project duration. Identify construction issues, conflicts, deficiencies, review the adequacy and accuracy of the design and independent verification of quantities, for 100% Documents and attend one review meeting.
- 1.2. Attend Pre-Bid Meeting; provide feedback to City's Project Manager as necessary, such as: tracking and recording questions for the Engineer's written response, clarifying the Owner's expectations for the project and the project execution.
- 1.3. Chair Pre-Construction Meeting
 - 1.3.1. Schedule and conduct the pre-construction meeting; record and disseminate minutes from pre-construction meeting.
 - 1.3.2. Utilize the City's Pro-Trak system: set communications protocol and contract administration procedures, establish progress meeting schedule and submittal schedule.
 - 1.3.3. Provide agenda for meeting: Key milestone dates, pay application procedures, schedule, public notification issues and procedures, utility coordination issues, traffic control, permitting, property owner notification and coordination, temporary facilities, contractor's use of City's Pro-Trak system, etc.

2. Construction Administration and Management Services

- 2.1. Act as the City's on-site representative administering the contract for construction and providing overall project oversight, maintain record of decisions and changes made.
- 2.2. Meetings: Schedule and conduct construction progress meetings; record minutes from construction progress meetings and distribute via Pro-Trak to: City Project Manager, Design Engineer and contractor throughout the duration of the project.
 - 2.2.1. Schedule meetings every two weeks, minimum, to review the following: work progress and schedule, outstanding issues, status of submittals and responses shop drawings unforeseen issues and changes to the work.
 - 2.2.2. Coordinate additional meetings as necessary to discuss and resolve problems and provide guidance in a timely manner.
 - 2.2.3. Coordinate/monitor the following: utility relocation activities for compliance, utility installation verification, reporting, record management and as-built drawings.
 - 2.2.4. Attend all utility coordination, construction, and scheduling meetings.
 - 2.2.5. Obtain copy of ROW permit and prints from Public Works in order to monitor progress of utility relocation per permit/plan.
- 2.3. Manage Construction
 - 2.3.1. All final documentation is required in electronic/digital format, utilizing Pro-Trak as is feasible.
 - 2.3.2. As field problems arise, notify the Design Engineer and City Project Manager of proposed solutions to resolve problems.

- 2.3.3. Review and update as-built documents regularly with contractor.
 - 2.3.4. Monitor and ensure adherence to approved project baseline schedule. Review contractor's schedule monthly, ensure compliance with City's intended schedule, and provide recommendations as needed to retain and regain schedule if needed.
 - 2.3.5. Recommend alternate project sequencing/scheduling to keep project on schedule.
 - 2.3.6. Prepare monthly summary report of construction activities with outstanding issues outlined for review. Monthly progress information associated with the project will be submitted to the Project Manager for review and approval.
 - 2.3.7. Record weather conditions on jobsite daily.
- 2.4. Coordinate work of contractor with external agencies and utility companies. Coordinate contractor's operations with regard to other City contracts and construction as well as with property owners for planned service outages, street closures, and access control issues to properties including notifications.
- 2.4.1. Verify construction conformance and compliance with TCEQ, NOI and NOT.
 - 2.4.2. Verify construction conformance with permitted activities such as: City of Pearland permits, U.S. Army Corps of Engineers permits, TxDOT roadway permits, and any Railroad agreements.
- 2.5. Maintain records of all decisions, actions and activities with regard to construction operations via the City's Pro-Trak system (i.e. Change Orders, RFIs and responses, Submittals and responses, Request for Proposals, correspondence, SWPPP inspections, etc.)

3. Construction Inspection Services

3.1. Provide full-time on-site technical observation of Contractor's activities to verify and ensure all work materials, structures, equipment and workmanship comply with the Contract Documents including Addenda, and Change Orders. Verify and ensure that Contractor maintains good construction practices and professional standards prevailing in the local City, County, and State of Texas. Utilize City's Pro-Trak system for all inspection reports.

3.1.1. Notify the City Project Manager if Contractor's work is not in compliance with the Contract Documents or specifications. Notify the City Project Manager and Design Engineer of any failure of the Contractor to take measures to repair and bring work in compliance.

3.1.2. Issue Advisory Notices to Contractor for work that is not in compliance with approved construction documents.

3.1.3. Issue Non-Compliance Reports to Contractor if non-conforming work is not brought into compliance or if plan of action to bring work into compliance is not conducted in timely manner.

3.1.4. Inspect and observe the materials and equipment being incorporated into the work to assure that they are handled, stored and installed in accordance with the Contract Documents and specifications. Report to the City Project Manager regarding these activities.

3.2. Identify, record and notify Design Engineer of any problems or failures to meet performance requirements in a timely manner to minimize delay in the progress of the project, make recommendation(s) for appropriate solution to the City Project Manager and Design Engineer.

- 3.3. Prepare and maintain daily progress log or daily construction reports, photographs and records for turnover at completion of project. Provide a copy of daily progress log that includes quantities installed that day to the City Project Manager on a weekly basis, utilizing City's Pro-Trak system.
- 3.4. Ensure contractor reviews and approves daily reports and quantities.
- 3.5. Verify contractor has obtained necessary permits and is maintaining any Traffic Control, public notification and Storm Water Pollution Prevention Plans, facilities, equipment or arrangements in accordance with contract documents.
- 3.6. Attend and participate in progress meetings.
- 3.7. Create contract for your record for: names, addresses, telephone numbers and email of all contractors, subcontractors, sub consultants and major suppliers of material and equipment; store in City's Pro-Trak system.
- 3.8. Immediately notify the City Project Manager and Design Engineer in the event of an on-site accident. Record and note conditions, activities and witnesses to the event.
- 3.9. Maintain Resolution Log and respond to citizen complaints in Pro-Trak system.
- 3.10. Consult with City Project Manager and Design Engineer in advance of scheduled major work operations, tests, inspections or start of important phases of project.

4. Pay Applications

- 4.1. Produce and prepare independent progress based pay applications on a monthly basis for all work in compliance with contract documents. Review and verify quantities provided by contractor.
 - 4.1.1. Review work conducted daily on daily inspection reports and material installed measurements

submitted by contractor; meet weekly with contractor to verify work conducted and bid item quantities via Pro-Trak; meet monthly to review pay estimate and quantities with contractor

- 4.1.2. Review progress pay application with Design Engineer for approval or revision prior to submittal to City.
- 4.1.3. Finalize pay application with signatures from Contractor, Engineer and Construction Manager certifying quantities and amounts via Pro-Trak.
- 4.1.4. Notify City Project Manager when all electronic signatures are completed in the Pro-Trak system for invoice processing.
- 4.1.5. Track and record requests for rain or other delays with potential to add to Contract Time in Daily Reports in Pro-Trak.
- 4.1.6. Provide an independent quantity forecast bid items to identify potential quantity over-runs as part of pay estimate review.

4.2. Upon completion of the work, prepare a final progress payment including a balancing change order zeroing out all unused quantities utilizing Pro-Trak. Identify and add additional quantities and make any approved changes to the Contract Time.

- 4.2.1. Review and coordinate with Design Engineer to provide Engineer's recommendation for Substantial Completion or Final Acceptance. (See Close-out Section)

5. Document Control

5.1. Utilize the City's Pro-Trak system to: receive, route, track and log all Contractor communications, Submittals, Change Orders, RFIs,

Pay Applications and Citizen Complaint/Resolution Log; communicate with Contractor the status of submittal reviews; review submittal and RFI log in Pro-Trak to ensure timely responses; notify City Project Manager, Contractor and Design Engineer of time critical issues.

- 5.1.1. Respond to RFIs when such response does not require the Engineer's opinion or expertise or direction from City.
- 5.1.2. Assemble and maintain notes, comments, sketches and supportive data relative to the Project to facilitate the revision of drawings to conform to the final as-built conditions. Review Contractor's record keeping periodically to ensure completeness, timeliness and progress.

6. Change Orders

- 6.1. Prepare and issue request for proposals in a timely manner via Pro-Trak. Review RFP and contractor proposal for additional work with City Project Manager and Design Engineer for approval. Ensure the status of RFP and Responses from Contractor, City and Design Engineer are logged and tracked in the Pro-Trak system.
- 6.2. Provide recommendation on technical matters as an advocate for the City. Evaluate Contractor's response/proposal for merit, cost, time, accuracy and price practicality. Negotiate with Contractor on City's behalf if required.
- 6.3. Prepare Change Order and documentation including signatures of Contractor, Engineer and Construction Manager for delivery to City.

7. Testing Laboratory and Results

- 7.1. Coordinate testing laboratory activities with Contractor's activities. Review test reports for compliance with Contract Documents. Log,

track and retain test reports in Pro-Trak. Review results with Contractor. Monitor any corrective action and re-testing for compliance. Maintain compliance with City's specifications

7.1.1. Review lab test reports and log any failures.

7.1.2. Review Invoicing from Laboratory to daily activities.

8. Project Completion and Close out

8.1.A. Provide list of deliverables for substantial completion walk through/inspection. Schedule and conduct project walk through upon receipt of Contractor's notification of substantial completion. Include City Project Manager, Design Engineer and others as directed. Prepare a list of non-conforming work based on visual inspections via Pro-Trak. Record and monitor contractor's corrective efforts and schedule. Schedule final completion inspection for any remaining corrections.

B. Coordinate and obtain Design Engineer's signature and seal on Substantial Completion certificate and Final Completion and Acceptance certificate via Pro-Trak.

8.2. Review and compile any Operation and Maintenance documents required from the Contractor – forward to Engineer for review. Ensure Contractor's closeout documents are uploaded to Pro-Trak. Review for completeness and accuracy, including; affidavits of final payment, final pay estimates, as built records, redlines and drawings. Once received, notify the Design Engineer and City Project Manager when completed.

8.2.1. Upon completion of close out items, provide recommendation for City's Substantial Completion/Final Acceptance certificate.

8.2.2. Provide indexed project files, redline plans and as-built or record drawings to City via Pro-Trak.

- 8.3. Conduct Project Close-Out Meeting.
- 8.4. Prepare and recommend final payment application. Prepare job record logs transmittals, and correspondence reports in an organized file for delivery to City.
- 8.5. Consult with City on any potential Warranty items requiring repair or replacement.

9. Warranty Period

- 9.1. Schedule, arrange and coordinate a One Year Walk-through of the project to review status of the work 30 days prior to expiration of the One Year Maintenance period.
- 9.2. Provide staff to conduct and participate in the warranty inspections.
- 9.3. Prepare list of non-conforming work for presentation to the City Project Manager, Design Engineer and Contractor via Pro-Trak.
- 9.4. Oversee repairs for non-conforming work with Contractor.
- 9.5. Submit final report on completed warranty repairs via Pro-Trak.

10. Additional Items

- 10.1. Construction Manager shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- 10.2. Construction Manager shall not be responsible for the acts or omissions of any Contractor, other Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Construction Manager's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for

any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by the Construction Manager.

10.3 Force Majeure - Any delays in or failure of performance by Consultant or City, other than the payment of money, shall not constitute default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of City or Consultant, as the case may be, including but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of City or Consultant respectively. In the event that any event of force majeure as herein defined occurs, Consultant shall be entitled to a reasonable extension of time for performance of its Services.

ARKK Engineers, LLC
Level of Effort Estimate

REGENCY PARK SUBDIVISION PAVING & DRAINAGE IMPROVEMENTS PROJECT

CITY OF PEARLAND	Sr. Project Manager	Asst. Constr. Manager	Inspector	Subtotal
Billing Rate	\$150.00	\$110.00	\$90.00	
Construction Management & Inspection Services				
TASKS				
1 Attend Pre-bid Meeting	2			\$300
2 Prepare Pre- Construction Meeting Agenda	2	2		\$520
3 Conduct Pre-Construction Conference	2	2	2	\$700
4 Prepare & Distribute Preconstruction Meeting Minutes	3			\$450
5 Pro-Trak System setup		8		\$880
6 Prepare Agenda for Progress Meetings - 22 meetings	11	11		\$2,860
7 Conduct Progress Meetings - 22 meetings	44	44		\$11,440
8 Prepare & Distribute Progress Meeting Minutes - 22 Meetings	32	44		\$9,640
9 Submittal Distribution & Follow-up	4	32		\$4,120
10 RFI Follow-up & Response	16	32		\$5,920
11 Field Meetings - 11 Meetings	22	22		\$5,720
12 Utility Coordination Meetings - 4 Meetings	8	8		\$2,080
13 Monitor Construction Schedule	8	10		\$2,300
14 Pay Estimate Verifications & Coordination with Design Engineer - 11 Monthly Estimates	11	44		\$6,490
15 Prepare & Process Pay Estimates	9	18		\$3,330
16 Prepare Monthly Summary Report - 11 Reports	17			\$2,550
17 Document Control and Input Information in Pro-Trak	8	56		\$7,360
18 Change Order preparation & Follow-up Documentation	8	16		\$2,960
19 Coordination of Testing Activities	8			\$1,200
20 Preliminary Walk through	8	12		\$2,520
21 Prepare Preliminary Punch List Items	2	8		\$1,180
22 Substantial Walk Through	4	4		\$1,040
23 Prepare Substantial Walk Through Punch List Items	4	6		\$1,260
24 Verify Completion of Punch List Items		2		\$220
25 Final Walkthrough	4	4		\$1,040
26 Prepare Final Pay Estimate	2	8		\$1,180
27 Prepare Close-out Package	8	24		\$3,840
28 Budget for Miscellaneous Meetings, Field Visits, Coordination	10	20		\$3,700
29 Site Observation Services - (9 Hours/Day @ 5 days/week for 330 calendar days & 4 hours/week for 30 days). Total Construction Duration is 360 days.			2274	\$204,661
30 Warranty Walkthrough & Follow-up	8	8	8	\$2,800
Reimbursable Expenses - Mileage/Vehicle charges \$40/Day @ 260 working days				11,600
PLAN REVIEW				6,950
TOTAL	265	445	2284	\$312,811

Exhibit C - Project Location Map



RESOLUTION NO. R2015-57

A Resolution of the City Council of the City of Pearland, Texas, authorizing a contract for construction management and inspections services, associated with the Regency Park Paving and Drainage Project, to AARK Engineering, LLC, in the amount of \$312,811.00.

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

Section 1. That certain contract for construction management and inspection 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 construction management and inspection services associated with the Regency Park Paving and Drainage Project.

PASSED, APPROVED and ADOPTED this the _____ day of _____,
A.D., 2015.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

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

AGENDA OF:	April 27, 2015	ITEM NO.:	Resolution No. R2015-70
DATE SUBMITTED:	April 20, 2015	DEPT. OF ORIGIN:	Projects
PREPARED BY:	Jennifer Lee	PRESENTOR:	Skipper Jones
REVIEWED BY:	Trent Epperson	REVIEW DATE:	April 22, 2015
SUBJECT: R2015-70 - A Resolution of the City Council of the City of Pearland, Texas, awarding a bid for the construction of the Regency Park Paving and Drainage Project to SER Construction Partners, LLC, in the amount of \$3,308,684.25; and authorizing appropriations from the CR 59 Project in the amount of \$156,957.00 and from Fund 67 in the amount of \$173,599.00.			
EXHIBITS: R2015-70 A – Bid Tab and Engineer’s Recommendation letter, B-Project 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: \$ 3,308,684.25 AMOUNT BUDGETED: \$3,011,761 AMOUNT AVAILABLE: \$ 3,968,562 PROJECT NO.: TR1402 & WA1503 ADDITIONAL APPROPRIATION REQUIRED: \$330,556 PROJECT NO.: TR1304 ACCOUNT NO.: 203-0000-565.03-00 in the amount of \$156,957 PROJECT NO.: Fund 67 Fund Balance ACCOUNT NO.: 067-0000-565.03-00 in the amount of \$173,599			
To be completed by Department:			
<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 Bid results and award a Contract for Construction to SER Construction Partners, LLC. for the Regency Park Subdivision Paving and Drainage in the amount of \$3,308,684.25, approve budget transfers in the amount of \$330,556 and authorize the City Manager to execute the agreement.

EXECUTIVE SUMMARY

BACKGROUND

In recent years the condition of the street pavement and waterlines throughout Regency Park Subdivision, the city's oldest concrete-paved subdivision, have become un-sustainable. Previous efforts over the past three to five years to address continuing pavement failures, through point repairs and panel replacement, will no longer economically address the size and scope of the issue. The City's Right-of-Way Assessment recently established that the Pavement Condition Index (PCI) for the subdivision is an average score of 52, well below the City average of 76. In addition, the water distribution has been the source of numerous breaks and leaks, aggravated by soil movement over the past ten years.

The original subdivision drainage design was based on earlier storm water inlet criteria. These are undersized by today's standards. Although the system is intact and functional, larger curb inlets with updated spacing will prevent localized ponding.

The Preliminary Engineering Report (PER) developed for the project by Binkley and Barfield recommended the complete reconstruction all of the streets in the subdivision and replacement of the water distribution system. The project addresses correction of pavement grade, refurbishes the sub-grade, enlarges drainage inlets and replaces the existing water lines adding several hydrants. This approach is consistent with the Complete Street concept of replacing all aged infrastructure within the right-of-way with a road reconstruction project where it is cost effective.

SCOPE OF CONTRACT/AGREEMENT

The Regency Park Subdivision Paving and Drainage project consist of the phased demolitions of all existing streets and the reconstruction of approximately 5,400 linear feet of concrete pavement, improvements to the drainage system, including the addition of curb inlets, the existing waterline will be abandoned in place and a new water main system installed. A second access for emergency use only (911 gate), to meet current the Fire Code requirements will be added via the Pearland Junior High East parking lot. This access has been coordinated with Pearland Independent School District.

BID AND AWARD

The project was advertised March 26th and April 2nd, 2015 and bids were opened on April 14, 2015, via the E-Bid system. Five construction firms attended the mandatory Pre-bid Conference. However, because of the availability of paving work in the Houston area, complex work such as this project doesn't appeal to most contractors. SER Construction Partners, LLC, the contractor that was recently awarded the Kirby Drive Extension project, was the only bidder to submit a bid. The bid of \$3,308,684.25, was approximately 10% above the engineers estimated construction cost of \$2,871,300.00.

SER Construction Partners, LLC. has a positive history with the City; having installed a waterline along Old Alvin Road and finished the Magnolia Phase II and Town Ditch projects after prime contractor was unable to complete the jobs. Most recently, SER Construction Partners, LLC was awarded the Kirby Drive Extension, Phase II Project on April 13, 2015. The Design Consultant, Binkley & Barfield, Inc., completed a reference check and found no performance or financial issues either pending or historically, see attached Engineer's Recommendation Letter.

SCHEDULE

Prior to the start of construction the City will host a Public Meeting with the Regency Park subdivision, which will include the Construction Manager and the Contractor. The purpose of the meeting will be to communicate the schedule and sequence of the work to the residents. In addition, they will have the opportunity to meet the representatives from the Construction Management firm and the Contractor that will be assigned to the project.

The overall Construction Phase is scheduled to be substantially complete in eleven (11) months from the Notice to Proceed, with a thirty (30) day Final Completion period.

POLICY/GOAL CONSIDERATION

The Regency Park Subdivision Paving project will address the City's Strategic Priority of Sustainable Infrastructure.

CURRENT AND FUTURE CIP FUNDING /FINANCIAL IMPACTS/DEBT SERVICE

The budget for the paving project is \$3,011,761. the water project budget is \$626,245 With budget transfer from the County Road 59 project of \$156,957 and from Fund 67 fund balance of \$173,599 the total available budget is \$3,968,562 available for the Construction Contract of \$3,308,684 and the Construction Management and Inspection Services (CMCI) in the amount of \$312,811 and the estimated Testing contract amount of \$35,000 brings the total expenditures to \$3,656,495 leaving a balance of \$24,770.

The higher than estimated construction costs are attributable to the higher than anticipated unit cost for concrete pavement since the initial project estimate performed in the PER. As noted with other paving projects inflation and increasing concrete costs are rising faster than estimates and tracking systems can keep up with.

The budget as shown below includes the additional appropriation that is requested as part of this agenda request.

Year	To Date	2016	2017	2018	2019	Total
Budget	\$ 3,968,562					\$ 3,968,562
Prior Expenditures						
PER						-
Land/ROW						-
Design/Survey	282,297					282,297
Construction	312,811					312,811
FF&E						-
Current Request						
Construction	3,308,684					3,308,684
Future Expenditures						
PER						-
Land/ROW						-
Design/Survey						-
Construction	40,000					40,000
FF&E						-
Total Expenditures	\$ 3,943,792	\$ -	\$ -	\$ -	\$ -	\$ 3,943,792
Remaining Balance	\$ 24,770	\$ 24,770	\$ 24,770	\$ 24,770	\$ 24,770	\$ 24,770

Debt Sold	245,161					
Debt to Be Sold	2,485,241	1,240,790				
Annual Debt Service						

O&M IMPACT INFORMATION

The project will reduce the amount of O&M costs from current levels and no maintenance requirements are anticipated for a minimum of five years after completion of the project.

Year	2015	2016	2017	2018	2019
Operation and Maintenance Costs					

TABULATION OF BIDS

Bid No. 0115-15 Regency Park Subdivision Paving & Drainage

CITY OF PEARLAND

RECEIVED AND OPENED ON 04/14/2015 @ 2:00 PM

Prepared By: JMB



Jason Beck



04/20/15

					BIDDER NUMBER 1 SER Construction Partners, LLC 3636 Pasadena Blvd, Pasadena, TX 77503		ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST	
Item No.	Item Description	Unit Meas.	Quantity	Unit Price	Total Amount	Unit Price	Total Amount	
1	Mobilization (3% Maximum)	LS	1	\$95,000.00	\$ 95,000.00	\$ 80,000.00	\$ 80,000.00	
2	Furnish Performance and Payment Bonds and Insurance	LS	1	\$42,000.00	\$ 42,000.00	\$ 25,000.00	\$ 25,000.00	
3	Tree Protection and Trimming Services including Fencing, Zero Curb Cut and Vapor Barriers, Complete-in-Place, In Accordance with the Plans and Specifications	LS	1	\$37,500.00	\$ 37,500.00	\$ 45,000.00	\$ 45,000.00	
4	Tree Removal (1" to 11.99" Diameter), Complete-in-Place, In Accordance with the Plans and Specifications	EA	1	\$937.50	\$ 937.50	\$ 150.00	\$ 150.00	
5	Tree Removal (12" to 29.99" Diameter), Complete-in-Place, In Accordance with the Plans and Specifications	EA	16	\$1,500.00	\$ 24,000.00	\$ 750.00	\$ 12,000.00	
6	Tree Removal (30" to 50" Diameter), Complete-in-Place, In Accordance with the Plans and Specifications	EA	2	\$2,500.00	\$ 5,000.00	\$ 2,500.00	\$ 5,000.00	
7	Furnish, Install and Maintain Traffic Control Devices and appurtenances, in accordance with the Texas Manual on Uniform Traffic Control Devices (Latest Edition), Complete-in-Place, In Accordance with the Plans and Specifications	LS	1	\$40,000.00	\$ 40,000.00	\$ 80,000.00	\$ 80,000.00	
8	Furnish Flaggers, in accordance with the Texas Manual on Uniform Traffic Control Devices (Latest Edition), Complete-in-Place, In Accordance with the Plans and Specifications	LS	1	\$37,500.00	\$ 37,500.00	\$ 15,000.00	\$ 15,000.00	
9	Videotaping of Construction, Complete-in-Place, In Accordance with the Plans and Specifications	LS	1	\$3,750.00	\$ 3,750.00	\$ 1,000.00	\$ 1,000.00	
10	Furnish and Install Metal Beam Guard Fence (Timber Post), Complete-in-Place, In Accordance with the Plans and Specifications	LF	90	\$92.10	\$ 8,289.00	\$ 75.00	\$ 6,750.00	
11	Furnish and Install Gate with Signs and Knox Box, Complete-in-Place, In Accordance with the Plans and Specifications	EA	2	\$1,875.00	\$ 3,750.00	\$ 3,500.00	\$ 7,000.00	
12	Remove and Reinstall Mailboxes, Traffic Signs, Street Signs, Fences, etc. as Necessary to Accomplish Work, Complete-in-Place, In Accordance with the Plans and Specifications	LS	1	\$12,500.00	\$ 12,500.00	\$ 5,000.00	\$ 5,000.00	
13	Remove and Dispose of Old Concrete Pavement including Curbs (All Depths), Complete-in-Place, In Accordance with the Plans and Specifications	SY	17700	\$13.00	\$ 230,100.00	\$ 4.00	\$ 70,800.00	
14	Remove and Dispose of Old Concrete Driveways and Sidewalks (All Depths), Complete-in-Place, In Accordance with the Plans and Specifications	SY	3300	\$9.00	\$ 29,700.00	\$ 5.00	\$ 16,500.00	
15	Adjust Existing Manhole to New Grade, Complete-in-Place, In Accordance with the Plans and Specifications	LS	1	\$729.70	\$ 729.70	\$ 1,000.00	\$ 1,000.00	
16	Adjust Existing Valve Box to Finished Grade, Complete-in-Place, In Accordance with the Plans and Specifications	LS	1	\$371.90	\$ 371.90	\$ 1,000.00	\$ 1,000.00	
17	Adjust Existing Pull Box to Finished Grade, Complete-in-Place, In Accordance with the Plans and Specifications	LS	1	\$812.50	\$ 812.50	\$ 1,000.00	\$ 1,000.00	
18	Roadway Excavation including Stripping and Off-site Disposal Outside of City Limits, Complete-in-Place, In Accordance with the Plans and Specifications	CY	1450	\$21.00	\$ 30,450.00	\$ 10.00	\$ 14,500.00	
19	Furnish Embankment, Complete-in-Place, In Accordance with the Plans and Specifications	CY	400	\$5.10	\$ 2,040.00	\$ 15.00	\$ 6,000.00	
20	Prepare and Compact 6" Lime Stabilized Subgrade, Complete-in-Place, In Accordance with the Plans and Specifications	SY	18818	\$6.00	\$ 112,908.00	\$ 3.50	\$ 65,863.00	
21	Furnish Lime (6% by Dry Weight), Complete-in-Place, In Accordance with the Plans and Specifications	TON	565	\$187.50	\$ 105,937.50	\$ 170.00	\$ 96,050.00	
22	Furnish and Install 6" Reinforced Concrete Pavement, Complete-in-Place, In Accordance with the Plans and Specifications	SY	16000	\$56.00	\$ 896,000.00	\$ 45.00	\$ 720,000.00	
23	Furnish and Install 6" High Early Strength Reinforced Concrete Pavement, Complete-in-Place, In Accordance with the Plans and Specifications	SY	2600	\$59.00	\$ 153,400.00	\$ 55.00	\$ 143,000.00	
24	Furnish and Install 4" Reinforced Concrete Sidewalks, Complete-in-Place, In Accordance with the Plans and Specifications	SF	2500	\$5.90	\$ 14,750.00	\$ 6.00	\$ 15,000.00	
25	Furnish and Install Access Landing, Complete-in-Place, In Accordance with the Plans and Specifications	EA	1	\$1,237.20	\$ 1,237.20	\$ 1,500.00	\$ 1,500.00	
26	Furnish and Install 6" Reinforced Concrete Driveways, Complete-in-Place, In Accordance with the Plans and Specifications	SY	3250	\$49.40	\$ 160,550.00	\$ 60.00	\$ 195,000.00	
27	Furnish and Install Temporary Residential Driveway, In Accordance with the Plans and Specifications	EA	85	\$315.60	\$ 26,826.00	\$ 500.00	\$ 42,500.00	
28	Furnish and Install Temporary Commercial Driveway, In Accordance with the Plans and Specifications	EA	2	\$378.10	\$ 756.20	\$ 1,000.00	\$ 2,000.00	
29	Furnish and Install Temporary 6-inch Black Base as directed by Engineer, In Accordance with the Plans and Specifications	SY	225	\$43.00	\$ 9,675.00	\$ 150.00	\$ 33,750.00	
30	Furnish and Install 4-inch Wide Thermoplastic Pavement Marking, In Accordance with the Plans and Specifications	LF	675	\$1.30	\$ 877.50	\$ 4.00	\$ 2,700.00	
31	Blast Cleaning for 4-inch Wide Thermoplastic Pavement Marking, In Accordance with the Plans and Specifications	LF	675	\$1.30	\$ 877.50	\$ 2.00	\$ 1,350.00	
32	Furnish and Install 6-inch Reinforced Concrete Curb, Complete-in-Place, In Accordance with the Plans and Specifications	LF	11250	\$3.50	\$ 39,375.00	\$ 4.00	\$ 45,000.00	
33	Remove and Dispose of Existing 12" Pipe, Complete-in-Place, In Accordance with the Plans and Specifications	LF	60	\$28.40	\$ 1,704.00	\$ 13.00	\$ 780.00	
34	Remove and Dispose of Existing 15" Pipe, Complete-in-Place, In Accordance with the Plans and Specifications	LF	250	\$32.90	\$ 8,225.00	\$ 15.00	\$ 3,750.00	

TABULATION OF BIDS

Bid No. 0115-15 Regency Park Subdivision Paving & Drainage

CITY OF PEARLAND

RECEIVED AND OPENED ON 04/14/2015 @ 2:00 PM

Prepared By: JMB



Jason Brock



04/20/15

				BIDDER NUMBER 1 SER Construction Partners, LLC 3636 Pasadena Blvd, Pasadena, TX 77503		ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST	
Item No.	Item Description	Unit Meas.	Quantity	Unit Price	Total Amount	Unit Price	Total Amount
35	Remove and Dispose of Existing 18" Pipe, Complete-in-Place, In Accordance with the Plans and Specifications	LF	205	\$34.20	\$ 7,011.00	\$ 18.00	\$ 3,690.00
36	Remove and Dispose of Existing 24" Pipe, Complete-in-Place, In Accordance with the Plans and Specifications	LF	75	\$38.00	\$ 2,850.00	\$ 20.00	\$ 1,500.00
37	Remove and Dispose of Existing 30" Pipe, Complete-in-Place, In Accordance with the Plans and Specifications	LF	60	\$41.30	\$ 2,478.00	\$ 25.00	\$ 1,500.00
38	Remove and Dispose of Existing Inlet, Complete-in-Place, In Accordance with the Plans and Specifications	EA	15	\$415.60	\$ 6,234.00	\$ 400.00	\$ 6,000.00
39	Remove and Dispose of Existing Manhole, Complete-in-Place, In Accordance with the Plans and Specifications	EA	5	\$415.60	\$ 2,078.00	\$ 500.00	\$ 2,500.00
40	Furnish and Install 13.5" x 22" Reinforced Concrete Arch Pipe, All Depths, Complete-in-Place, In Accordance with the Plans and Specifications	LF	240	\$140.50	\$ 33,720.00	\$ 110.00	\$ 26,400.00
41	Furnish and Install 18" x 28.5" Reinforced Concrete Arch Pipe, All Depths, Complete-in-Place, In Accordance with the Plans and Specifications	LF	360	\$156.60	\$ 56,376.00	\$ 150.00	\$ 54,000.00
42	Furnish and Install 18" RCP (Class III C-76), All Depths, Complete-in-Place, In Accordance with the Plans and Specifications	LF	264	\$112.10	\$ 29,594.40	\$ 75.00	\$ 19,800.00
43	Furnish and Install 24" RCP (Class III C-76), All Depths, Complete-in-Place, In Accordance with the Plans and Specifications	LF	972	\$118.20	\$ 114,890.40	\$ 80.00	\$ 77,760.00
44	Furnish and Install 30" RCP (Class III C-76), All Depths, Complete-in-Place, In Accordance with the Plans and Specifications	LF	52	\$144.40	\$ 7,508.80	\$ 115.00	\$ 5,980.00
45	Install 10' x 6' RCB, All Depths, Complete-in-Place, In Accordance with the Plans and Specifications (10' x 6' RCB to be Furnished By Others)	LF	60	\$207.20	\$ 12,432.00	\$ 1,250.00	\$ 75,000.00
46	Furnish and Install Type 'A' Inlet, Complete-in-Place, In Accordance with the Plans and Specifications	EA	1	\$1,884.40	\$ 1,884.40	\$ 2,000.00	\$ 2,000.00
47	Furnish and Install Type 'C' Inlet, Complete-in-Place, In Accordance with the Plans and Specifications	EA	25	\$2,134.40	\$ 53,360.00	\$ 3,200.00	\$ 80,000.00
48	Furnish and Install Type 'B-B' Inlet, Complete-in-Place, In Accordance with the Plans and Specifications	EA	2	\$2,134.40	\$ 4,268.80	\$ 3,200.00	\$ 6,400.00
49	Furnish and Install Storm Manhole, Complete-in-Place, In Accordance with the Plans and Specifications	EA	12	\$2,179.70	\$ 26,156.40	\$ 3,500.00	\$ 42,000.00
50	Furnish and Install Metal Curb Opening for Yard Drain, Complete-in-Place, In Accordance with the Plans and Specifications	EA	8	\$215.60	\$ 1,724.80	\$ 315.00	\$ 2,520.00
51	Furnish and Install 6-inch Concrete Slope Paving, Complete-in-Place, In Accordance with the Plans and Specifications	SY	30	\$73.70	\$ 2,211.00	\$ 75.00	\$ 2,250.00
52	Trench safety System Construction of Storm Sewer, Complete-in-Place, In Accordance with the Plans and Specifications	LF	1888	\$0.10	\$ 188.80	\$ 1.50	\$ 2,832.00
53	Furnish and Install Block Sodding, Complete-in-Place, In Accordance with the Plans and Specifications	SY	12500	\$4.20	\$ 52,500.00	\$ 4.00	\$ 50,000.00
54	Furnish and Install Hydromulch Seeding, Complete-in-Place, In Accordance with the Plans and Specifications	AC	0.5	\$2,056.30	\$ 1,028.15	\$ 1,500.00	\$ 750.00
55	Furnish and Install Inlet Protection Barrier (Stage I), Complete-in-Place, In Accordance with the Plans and Specifications	EA	27	\$43.10	\$ 1,163.70	\$ 75.00	\$ 2,025.00
56	Furnish and Install Inlet Protection Barrier (Stage II), Complete-in-Place, In Accordance with the Plans and Specifications	EA	26	\$43.10	\$ 1,120.60	\$ 75.00	\$ 1,950.00
57	Furnish and Install Rock Filter Dam, Complete-in-Place, In Accordance with the Plans and Specifications	EA	3	\$1,418.80	\$ 4,256.40	\$ 1,500.00	\$ 4,500.00
58	Furnish and Install Stabilized Construction Exit, Complete-in-Place, In Accordance with the Plans and Specifications	EA	1	\$956.30	\$ 956.30	\$ 1,500.00	\$ 1,500.00
59	Furnish and Install Reinforced Filter Fabric Fence, Complete-in-Place, In Accordance with the Plans and Specifications	LF	250	\$3.10	\$ 775.00	\$ 2.00	\$ 500.00
60	Portable Concrete Truck Washout Structures	LS	1	\$625.00	\$ 625.00	\$ 2,500.00	\$ 2,500.00
61	Furnish and Install 6" Waterline, Trenchless Construction, including Fittings, Thrust Blocking, Restrained Joints, and Appurtenances, Complete-in-Place, In Accordance with the Plans and Specifications	LF	250	\$45.60	\$ 11,400.00	\$ 65.00	\$ 16,250.00
62	Furnish and Install 8" Waterline, Trenchless Construction, including Fittings, Thrust Blocking, Restrained Joints, and Appurtenances, Complete-in-Place, In Accordance with the Plans and Specifications	LF	5400	\$66.20	\$ 357,480.00	\$ 75.00	\$ 405,000.00
63	Furnish and Install 8" DIP Waterline, including Fittings, Thrust Blocking, Restrained Joints, and Appurtenances, Complete-in-Place, In Accordance with the Plans and Specifications	LF	60	\$99.20	\$ 5,952.00	\$ 95.00	\$ 5,700.00
64	Trench Safety System Waterline Construction (All Depths), Complete-in-Place, In Accordance with the Plans and Specifications	LF	500	\$0.10	\$ 50.00	\$ 2.00	\$ 1,000.00
65	Furnish and Install 8" Gate Valve with Box, Complete-in-Place, In Accordance with the Plans and Specifications	EA	16	\$1,120.70	\$ 17,931.20	\$ 1,500.00	\$ 24,000.00
66	Furnish and Install Fire Hydrant Assembly, AWWA 502, Mechanical Joint Inlet, incl. Fire Hydrant, 6" Lead, 6" Gate Valve with Box and Barrel Extensions, ALL DEPTHS, Complete-in-Place, In Accordance with the Plans and Specifications	EA	6	\$4,011.90	\$ 24,071.40	\$ 5,000.00	\$ 30,000.00
67	Remove and Salvage Existing Fire Hydrant, Complete-in-Place, In Accordance with the Plans and Specifications	EA	4	\$235.90	\$ 943.60	\$ 625.00	\$ 2,500.00
68	Furnish and Install 8" Wet Connection, Complete-in-Place, In Accordance with the Plans and Specifications	EA	1	\$1,105.50	\$ 1,105.50	\$ 850.00	\$ 850.00

TABULATION OF BIDS

Bid No. 0115-15 Regency Park Subdivision Paving & Drainage

CITY OF PEARLAND

RECEIVED AND OPENED ON 04/14/2015 @ 2:00 PM

Prepared By: JMB



Jason Brock



04/20/15

				BIDDER NUMBER 1 SER Construction Partners, LLC 3636 Pasadena Blvd, Pasadena, TX 77503		ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST	
Item No.	Item Description	Unit Meas.	Quantity	Unit Price	Total Amount	Unit Price	Total Amount
69	Furnish and Install 6-inch Plug and Clamp, Complete-in-Place, In Accordance with the Plans and Specifications	EA	1	\$186.10	\$ 186.10	\$ 500.00	\$ 500.00
70	Furnish and Install 8-inch Plug and Clamp, Complete-in-Place, In Accordance with the Plans and Specifications	EA	1	\$247.70	\$ 247.70	\$ 750.00	\$ 750.00
71	Cut, Plug, and Abandon Existing 6" Water Main, Complete-in-Place, In Accordance with the Plans and Specifications	EA	1	\$170.30	\$ 170.30	\$ 300.00	\$ 300.00
72	Relocate Existing Water Meter, Complete-in-Place, In Accordance with the Plans and Specifications	EA	1	\$384.40	\$ 384.40	\$ 400.00	\$ 400.00
73	Adjust Existing Water Meter to Finished Grade, Complete-in-Place, In Accordance with the Plans and Specifications	EA	1	\$418.80	\$ 418.80	\$ 200.00	\$ 200.00
74	Furnish and Install 1" Single Short Service Replacement Incl. Reconnect To Meter, Complete-in-Place, In Accordance with the Plans and Specifications	EA	55	\$1,201.60	\$ 66,088.00	\$ 500.00	\$ 27,500.00
75	Furnish and Install 1" Single Long Service Replacement Incl. Reconnect To Meter, Complete-in-Place, In Accordance with the Plans and Specifications	EA	28	\$2,090.60	\$ 58,536.80	\$ 750.00	\$ 21,000.00
76	Furnish and Install Well Pointing Systems as directed by Engineer, Complete-in-Place, In Accordance with the Plans and Specifications	LF	1000	\$1.30	\$ 1,300.00	\$ 20.00	\$ 20,000.00
77	Furnish and Install 8-inch San. Swr., 150 psi, at Waterline Crossings as directed by Engineer, Complete-in-Place, In Accordance with the Plans and Specifications	LF	60	\$67.20	\$ 4,032.00	\$ 85.00	\$ 5,100.00
78	Furnish and Install 22.5" x 36.25" Reinforced Concrete Arch Pipe, All Depths, Complete-in-Place, In Accordance with the Plans and Specifications	LF	60	\$126.00	\$ 7,560.00	\$ 175.00	\$ 10,500.00
79	Furnish and Install Flow Stop Service for Temporarily Stopping Flow in Pipe, 6", Complete-in-Place, In Accordance with the Plans and Specifications	EA	2	\$625.00	\$ 1,250.00	\$ 6,000.00	\$ 12,000.00
80	Furnish and Install Flow Stop Service for Temporarily Stopping Flow in Pipe, 8", Complete-in-Place, In Accordance with the Plans and Specifications	EA	2	\$875.00	\$ 1,750.00	\$ 8,000.00	\$ 16,000.00
81	Furnish and Install 2" Single Long Side Water Service Connection, Complete-in-Place, In Accordance with the Plans and Specifications	EA	2	\$1,750.00	\$ 3,500.00	\$ 1,000.00	\$ 2,000.00
82	Furnish and Install 2" Single Short Side Water Service Connection, Complete-in-Place, In Accordance with the Plans and Specifications	EA	2	\$1,125.00	\$ 2,250.00	\$ 750.00	\$ 1,500.00
83	Extra Select Backfill as Directed by the Engineer, Complete-in-Place, In Accordance with the Plans and Specifications (\$15/CY Minimum Bid)	CY	250	\$80.00	\$ 20,000.00	\$ 15.00	\$ 3,750.00
84	Extra Bank-Sand Backfill as Directed by the Engineer, Complete-in-Place, In Accordance with the Plans and Specifications (\$20/CY Minimum Bid)	CY	250	\$20.00	\$ 5,000.00	\$ 20.00	\$ 5,000.00
85	Extra Wet-Sand Bedding as Directed by the Engineer, Complete-in-Place, In Accordance with the Plans and Specifications (\$20/CY Minimum Bid)	CY	250	\$20.00	\$ 5,000.00	\$ 20.00	\$ 5,000.00
86	Extra Class "A" Cement Stabilized Sand Backfill as directed by Engineer, Complete-in-Place, In Accordance with the Plans and Specifications (Min Bid. \$50/TON)	TON	400	\$50.00	\$ 20,000.00	\$ 60.00	\$ 24,000.00
87	Extra Waterline Fittings, Complete-in-Place, In Accordance with the Plans and Specifications (\$1500/TON Minimum Bid)	TON	2	\$1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00
88	Extra Class "A" Concrete, including forming, Complete-in-Place, In Accordance with the Plans and Specifications (Min Bid. \$325/CY)	CY	100	\$325.00	\$ 32,500.00	\$ 325.00	\$ 32,500.00
89	Extra Steel Reinforcing as Directed by the Engineer, Complete-in-Place, In Accordance with the Plans and Specifications (\$0.50/LB Minimum Bid)	LB	4000	\$0.50	\$ 2,000.00	\$ 0.50	\$ 2,000.00
90	Furnish and Install Temporary Pavement Markings, Class I, As Directed by Engineer	LF	1000	\$1.30	\$ 1,300.00	\$ 3.00	\$ 3,000.00
91	Furnish and Install Temporary Pavement Markings, Class II, As Directed by Engineer	LF	1000	\$1.30	\$ 1,300.00	\$ 3.00	\$ 3,000.00
92	Pot Hole for Utility Investigation - As Directed by Engineer	EA	5	\$1,250.00	\$ 6,250.00	\$ 500.00	\$ 2,500.00
93	Extra Machine Excavation as directed by the Engineer, Complete-in-Place, In Accordance with the Plans and Specifications (\$15/CY Minimum Bid)	CY	250	\$15.00	\$ 3,750.00	\$ 15.00	\$ 3,750.00
94	Extra Hand Excavation as directed by the Engineer, Complete-in-Place, In Accordance with the Plans and Specifications (\$20/CY Minimum Bid)	CY	250	\$20.00	\$ 5,000.00	\$ 20.00	\$ 5,000.00
95	Furnish and Install 8" Waterline with Steel Casing, Trenchless Construction, including Fittings, Restrained Joints, and Appurtenances, Complete-in-Place, In Accordance with the Plans and Specifications	LF	145	\$465.00	\$ 67,425.00	\$ 235.00	\$ 34,075.00
96	Furnish and Install 16-inch by 8-inch Tapping Sleeve and Valve with Box, Complete-in-Place, In Accordance with the Plans and Specifications	EA	1	\$4,630.00	\$ 4,630.00	\$ 8,000.00	\$ 8,000.00
SUBTOTAL BASE BID ITEMS					\$ 3,109,887.25		\$ 2,772,750.00
SUBTOTAL EXTRA WORK BID ITEMS					\$ 126,742.00		\$ 159,600.00
SUBTOTAL ADD ALTERNATE ITEMS					\$ 72,055.00		\$ 42,075.00
TOTAL AMOUNT BID					\$ 3,308,684.25		\$ 2,974,425.00



April 20, 2015

Ms. Jennifer Lee
Project Manager
City of Pearland
3519 Liberty Drive
Pearland, Texas 77581

**Reference: Regency Park Subdivision Paving and Drainage Project
Contractor Award Recommendation
BBI Job No. 152211**

Dear Ms. Lee:

Bids were publicly opened and read at 2:00 pm on April 14, 2015 for the above-referenced project.

The following is a summary of our bid evaluation.

1. Bid Tabulation - A copy of the bid tabulation is attached. A summary of the total amount for each of the submitted bids is as follows. Only one bid was received and is listed below.

<u>Contractor</u>	<u>Amount</u>
1. SER Construction Partners, LLC	\$3,308,684.25

The only bid received was approximately 10% higher than the opinion of probable construction costs. The majority of the delta was identified under the paving bid items. Concrete removal was approximately 45% to 70% higher than estimated, subgrade preparation and concrete placement unit costs were approximately 10% to 20% higher than estimated. The increased unit costs could be attributed to market demands for concrete, truck drivers for disposing of material and supplying concrete, the phasing of construction work within the subdivision, and limited working hours per City requirements.

2. Bid Bond – SER Construction Partners, LLC provided a bid bond through an “A” rated bonding company. The Contractor’s ability to bond this project indicates a level of financial stability.

SER Construction Partners, LLC has been a responsible firm on previous projects for numerous clients and is capable of performing the specified work in a satisfactory manner.

Binkley & Barfield, Inc. recommends that the City of Pearland award the Regency Park Subdivision Paving and Drainage Project to SER Construction Partners, LLC for the amount of Three Million, Three Hundred Eight Thousand, Six Hundred Eighty-four Dollars and Twenty-five Cents (\$3,308,684.25).

If you have any questions, please contact me.

Sincerely,

Binkley & Barfield, Inc.
Consulting Engineers



Jason Brock, P.E.
Project Manager – Public Works



04/20/2015

Attachment

Exhibit C - Project Location Map



RESOLUTION NO. R2015-70

A Resolution of the City Council of the City of Pearland, Texas, awarding a bid for the construction of the Regency Park Paving and Drainage Project to SER Construction Partners, LLC, in the amount of \$3,308,684.25; and authorizing appropriations from the CR 59 Project in the amount of \$156,957.00 and from Fund 67 in the amount of \$173,599.00.

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

Section 1. That competitive bids for the construction of the Regency Park Paving and Drainage Project have been reviewed and tabulated.

Section 2. That the City Council hereby awards the bid to SER Construction Partners, LLC., in the amount of \$3,308,684.25.

Section 3. The City Manager or his designee is hereby authorized to execute a contract for the construction of the Regency Park Paving and Drainage Project.

PASSED, APPROVED and ADOPTED this the _____ day of _____,
A.D., 2015.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

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

AGENDA OF:	April 27, 2015	ITEM NO.:	R2015-69
DATE SUBMITTED:	April 17, 2015	DEPT. OF ORIGIN:	I.T.
PREPARED BY:	John Knight	PRESENTOR:	Dan McGhinnis
REVIEWED BY:	Clay Pearson	REVIEW DATE:	April 22, 2015
SUBJECT: Resolution No. R2015- 69 - A Resolution of the City Council of the City of Pearland, Texas, awarding a contract for the purchase of hardware and licensing for the City Enterprise Resource Planning in the estimated amount of \$181,000.00			
EXHIBITS: Resolution # R 2015 - 69 Equipment Quotes PowerPoint			
FUNDING:			
<input type="checkbox"/> Bonds To Be Sold		<input type="checkbox"/> Grant	<input type="checkbox"/> Developer/Other
<input type="checkbox"/> Bonds- Sold		<input type="checkbox"/> L/P – Sold	<input checked="" type="checkbox"/> Cash
			<input type="checkbox"/> L/P – To Be Sold
EXPENDITURE REQUIRED: \$181,000		AMOUNT BUDGETED: \$68,300	
AMOUNT AVAILABLE: \$68,300		PROJECT NO.:	
ACCOUNT NO.: 010-1085-565.83-00			
ADDITIONAL APPROPRIATION REQUIRED: \$112,700			
ACCOUNT NO.: From General Fund Contingency			
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 City's Enterprise Resource Planning (ERP) contract contains a provision to acquire hardware and licensing necessary to run the new software in the amount of \$68,300. Upon further review of the hardware specifications along with current Information Technology (IT) infrastructure at City Hall, the IT department is recommending to modify the provision from how the ERP contract read and allow the city to procure the hardware and licensing directly from Dell to take advantage of the Texas Department of Information Resources (DIR) intergovernmental contract pricing.

The City currently has a system architecture that relies upon a large number of independent servers dedicated to individual applications. To consolidate the applications and provide ready back-up, the IT department is seeking to purchase three physical servers with sufficient power for multiple applications, one Storage Area Network (SAN) with long-term system-wide capacity beyond even the immediate ERP,

and the necessary licensing to accommodate the new applications and equipment in the amount of \$148,000. By leveraging the \$68,300 in existing hardware funding from the ERP implementation, the city will be able to set the foundation for a long-term, holistic solution to our technology needs for an additional allocation of \$80,000. The IT department would purchase the equipment off of the Texas Department of Information Resources (DIR) intergovernmental contract with Dell. While this is a near-term increase in the overall purchase of hardware and licensing, it provides several benefits to the organization as follows:

- Allows for automatic failover in the event of server hardware failure
- Hardware independency (Virtualization of Applications)
- Allows for the consolidation of Applications
- Potential reduction in the number of physical servers at City Hall
 - Exchange (Email Server)
 - Laserfiche (Document Scanning)
 - Phone System
 - File Server
 - Antivirus Management Server
 - GIS
 - Print Server
 - User Authentication System
- Provides the initial infrastructure for Disaster Recovery at City Hall/HillHouse
- Initial equipment to allow for site replication of data between City Hall/HillHouse and the Public Safety Building
- Increase in hardware performance

If the city were to proceed with the original equipment purchase and work off of a project specific basis there are several impacts to the overall technology infrastructure which could result in additional near-term expenses. The original Storage Area Network (SAN) equipment specified will be at end-of-sale in 5 years which will require the city to purchase a new SAN instead of simply adding additional storage capacity. The city would also lose the future ability to replicate data to another physical location such as the Public Safety Building for disaster recovery.

The IT department is also looking at potentially relocating this equipment to Hill House facility due to the inadequate protection at city hall and free up valuable city hall first floor space. The server room at city hall located on an exterior wall with windows.

The additional budgeted funds would come from general fund contingency with available funding of \$400,000 after discussions with our Finance Director.

One aspect that was unaccounted for in the ERP contract was the two additional switches required to connect the server and SAN environment. The current environment is at capacity and does not have any available ports to connect the new hardware. The switching infrastructure is standardized across all facilities and manufactured by Alcatel-Lucent. Those switches will require an additional \$33,000 that will also come from general fund contingency. These will be purchased off the DIR intergovernmental contract.

SCOPE OF CONTRACT

Purchase equipment off of the Texas Department of Information Resources (DIR) intergovernmental contract

SCHEDULE

In order to have the ERP software installed on May 20, 2015 the equipment needs to be ordered upon award.

CURRENT AND FUTURE FUNDING /FINANCIAL IMPACTS/DEBT SERVICE

Funding for these purchases will come from the general fund contingency account.

O&M IMPACT INFORMATION

Fiscal Year	2015	2016	2017
Expenditure	\$181,000	warranty	warranty

RECOMMENDED ACTION

City Council consideration and approval of Resolution No. R2015 - 69

RESOLUTION NO. R2015-69

A Resolution of the City Council of the City of Pearland, Texas, awarding a contract for the purchase of hardware and licensing for the City Enterprise Resource Planning in the estimated amount of \$181,000.00.

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

Section 1. That the City obtained contract pricing for the purchase of computer hardware and licensing through the Texas Department of Information Resources cooperative contract.

Section 2. That the City Council hereby awards the bid in the amount of \$181,000.00.

Section 3. The City Manager or his designee is hereby authorized to execute a contract for the purchase of computer hardware and licensing.

PASSED, APPROVED and ADOPTED this the _____ day of _____,
A.D., 2015.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY



DELL						Company	CITY OF BEARLAND
Proposal Date	4/10/2015					Customer #	2454564
Quote #	Product Description	QTY	Subtotal	Tax	Shipping	Extended	Application Description
705359698	PowerEdge FX2	1	\$35,036.89	\$0.00	\$0.00	\$35,036.89	w/3 FC630 Blades
DLA93003A	SC4020 10Gb iSCSI - 4ports	1	\$62,338.70	\$0.00	\$206.00	\$62,544.70	CML Quote
705443920	VLA WINDOWS SERVER DEVICE CAL 2012	250	\$19,493.75	\$0.00	\$0.00	\$19,493.75	Windows Quote
705389322	VMWare Licensing	6	\$30,636.48	\$0.00	\$0.00	\$30,636.48	VMWare Licensing

Storage Specialist
 Nicholas Loranc
 nicholas.loranc@dell.com
 512-513-1282



Project Totals	
Hardware	\$147,505.82
Software and Peripherals	\$0.00
Shipping	\$206.00
Sales Tax	\$0.00
Grand Total	\$147,711.82

Rough Order of Magnitude (ROM) Configuration for PEARLAND, TEXAS

PEARLAND, TEXAS
 3519 Liberty Dr
 Pearland, TX 77581

ROM Configuration #: DLA93003A

Description	Model Number	Dell SKU	Quantity	Years of Support	1 Yr Base Unit Price	List Price	Subtotal
Hardware & Drives							
SC4020 10Gb iSCSI - 4ports (Single drives)	CT-SC4020-BASE-ISCSI		1			\$12,055.00	\$12,055.00
Dell 1.6TB, SAS, 6Gb, 2.5" SSD, WI	DS-SAS-25-1600XSSD-Y		4			\$16,000.01	\$64,000.04
Dell 1.2TB, SAS, 6Gb, 2.5", 10K, HDD	DS-SAS6-25-1200X10K-Y		14			\$1,927.00	\$26,978.00
Enclosure Blank, SAS, Drive Bay Blanks, 2.5"	EN-BLNK-SAS6-25-Y		6			\$10.00	\$60.00
C13-C14, PDU, 12AMP, 6.5 FT (2m), Power cord, Qty2	PA-PC-2M-Y		1			\$20.00	\$20.00

Description	Model Number	Dell SKU	Quantity	Years of Support	1 Yr Base Unit Price	Amount	Subtotal
Software							
SW, Storage Center OS Core Base License	SW-CORE-BASE48		1			\$0.00	\$0.00
SW, Performance Bundle Base License	SW-PERF-BASE48		1			\$6,000.00	\$6,000.00

Description	Model Number	Dell SKU	Quantity	Years of Support	1 Yr Base Unit Price	Amount	Subtotal
Professional Services							
Installation and Implementation of a Dell Compellent SC4xxx Storage Array, up to 4 hosts	975-2971		1			\$5,388.58	\$5,388.58

Description	Model Number	Dell SKU	Quantity	Years of Support	1 Yr Base Unit Price	Amount	Subtotal
Copilot Support (CML-HWMTC)							
CT-SC4020-BASE-MTCH : Support, 24x7, Dell/Compellent Series SC4020	CT-SC4020-BASE-MTCH		1	3		\$4,775.08	\$4,775.08

Description	Model Number	Dell SKU	Quantity	Years of Support	1 Yr Base Unit Price	Amount	Subtotal
Support Center (CML-SWMTG)							
SW-CORE-BASE48-MTCS : Support, 24x7, SW, Storage Center OS Core	SW-CORE-BASE48-MTCS		1	3		\$1,800.09	\$1,800.09
SW-PERF-BASE48-MTCS : Support, 24x7, SW, Performance Bundle	SW-PERF-BASE48-MTCS		1	3		\$3,599.91	\$3,599.91

Totals		Hardware Total	Software Total	VA Software Total	Copilot Support Total	VA Software Support Total	Professional Services Total	Subtotal
Power (Watts): 500		\$103,113.04	\$0.00	\$6,000.00	\$4,775.08	\$5,400.00	\$5,388.58	\$124,676.70
Heat (BTUs): 1,707.00								Discount (\$62,338.00)
Rack Units: 2								Freight \$206.00
Weight (Lbs): 42								Grand Total \$62,142.70
FC (Raw TB): 0								
SATA (Raw TB): 0								
SSD (Raw TB): 6.4								
SAS (Raw TB): 16.8								
Total (Raw TB): 23.2								

24x7 Support Center w/ Priority On-Site (4 hour)



QUOTATION

Quote #: 705359698
 Customer #: 2454564
 Contract #: 42AFU
 Customer Agreement #: DIR-SDD-1951
 Quote Date: 4/9/2015
 Customer Name: CITY OF PEARLAND

Date: 4/10/2015

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire

Sales Professional Information

SALES REP: PRESTON COX PHONE: 1800 - 4563355
 Email Address: Preston_Cox@Dell.com Phone Ext: 5132214

GROUP: 1	QUANTITY: 1	SYSTEM PRICE: \$4,053.70	GROUP TOTAL: \$4,053.70
-----------------	--------------------	---------------------------------	--------------------------------

Description	Quantity
PowerEdge FX2 (210-ABUX)	1
PowerEdge FX2 Chassis for up to 4 Half-Width Nodes (321-BBFM)	1
Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell (951-2015)	1
Dell Hardware Limited Warranty Plus On Site Service Initial Year (973-9866)	1
Dell Hardware Limited Warranty Plus On Site Service Extended Year (973-9867)	1
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (973-	1
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 4 Year Extended (973-	1
ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 5 Year (973-9992)	1
Dell Proactive Systems Management - Declined - www.dell.com/Proactive (909-0259)	1
On-Site Installation Declined (900-9997)	1
Declined Remote Consulting Service (973-2426)	1
US Order (332-1286)	1
FX2 Half-Width Node Filler Blank (321-BBFT)	1
PowerEdge FX2 Shipping (340-AGKB)	1
PowerEdge FX2 10Gbe Pass Through Module, Internal 8 ports to External 8 ports (542-BBBS)	1
PowerEdge FX2 10Gbe Pass Through Module, Internal 8 ports to External 8 ports (542-BBBS)	1
FX2S Chassis Configuration Label (321-BBFZ)	1
PowerEdge FX2S Chassis Configuration with Flexible IO (up to 8 PCIe Slots) (321-BBGH)	1
SD Storage for Chassis Management Controller (403-BBEQ)	1
CMC Enterprise for FX2 (634-0287)	1
USER Guide, FX2 Chassis (343-BBBW)	1
FX2 ReadyRails Sliding Rails (770-BBER)	1
Dual, Hot-plug, Power Supply, 2000W, C19/C20 Power Cord Required (450-AENU)	1
2+0 Power Supply, Non-Redundant Configuration (800-BBIF)	1
Power Cord, C20 to C19, PDU Style, 16A, 250V, 2ft (0.6m) (492-BBEI)	2

GROUP: 2	QUANTITY: 3	SYSTEM PRICE: \$10,327.73	GROUP TOTAL: \$30,983.19
-----------------	--------------------	----------------------------------	---------------------------------

Description	Quantity
PowerEdge FC630 Server Node (210-ACWK)	3
PowerEdge FC630 Motherboard (329-BCCP)	3
PowerEdge FC630 Regulatory Label, DAO (389-BESB)	3
Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell (951-2015)	3
Dell Hardware Limited Warranty Plus On Site Service Extended Year (955-9041)	3
Dell Hardware Limited Warranty Plus On Site Service (997-0181)	3
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch,EXT to 2 Year (997-	3
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Year (997-0236)	3
ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 5 Year (997-0252)	3
Dell Proactive Systems Management - Declined - www.dell.com/Proactive (909-0259)	3
On-Site Installation Declined (900-9997)	3
Declined Remote Consulting Service (973-2426)	3
US Order (332-1286)	3
System ordered as part of Multipack order (750-AADI)	3
PowerEdge FC PCIe Mezzanine Adapter (492-BBQT)	3
Broadcom 57810-k Dual port 10Gb KR Blade Network Daughter Card (542-BBBN)	3
Broadcom 57810 Dual Port 10Gb Direct Attach/SFP+ Low Profile Network Adapter (540-BBBJ)	3
iDRAC8 Enterprise, Integrated Dell Remote Access Controller, Enterprise (385-BBHO)	3
OpenManage Essentials, Server Configuration Management (634-BBWU)	3

2.5" Backplane with up to 2 Hard Drives and Onboard SATA (406-BBFD)	3
Standard Cooling,FC630 (384-BBDS)	3
Performance BIOS Settings (384-BBBL)	3
Diskles Configuration, No Controller (780-BBKJ)	3
No Controller (405-AACD)	3
Intel Xeon E5-2640 v3 2.6GHz,20M Cache,8.00GT/s QPI,Turbo,HT,8C/16T (90W) Max Mem 1866MHz (338-	3
Upgrade to Two Intel Xeon E5-2640 v3 2.6GHz,20M Cache,8.00GT/s QPI,Turbo,HT,8C/16T (90W) (374-	3
16GB RDIMM, 2133 MT/s, Dual Rank, x4 Data Width (370-ABUG)	36
2133MT/s RDIMMs (370-ABUF)	3
Performance Optimized (370-AAIP)	3
No Hard Drive (400-ABHL)	3
No Systems Documentation, No OpenManage DVD Kit (631-AACK)	3
Internal Dual SD Module (330-BBCV)	3
Redundant SD Cards Enabled (385-BBCF)	3
8GB SD Card For IDSDM (385-BBHU)	3
8GB SD Card For IDSDM (385-BBHU)	3
No OS, No Utility Partition (421-2869)	3
No Media Required (421-5736)	3
30 days Trial License for VMware Enterprise Plus (600-BBBC)	3
VMware ESXi 5.5 U2 Embedded Image on Flash Media (600-BBQB)	3
OpenManage Integration for VMware vCenter,1Server,3Year (634-BBLL)	3
DIMM Blanks for System with 2 Processors (374-BBHL)	3
68MM Heatsink for PowerEdge FC630 Processor 1 (412-AAEJ)	3
68MM Heatsink for PowerEdge FC630 Processor 2 (412-AAEK)	3
68MM Processor Heatsink Shroud for PowerEdge FC630 (750-AAFG)	3

SOFTWARE & ACCESSORIES		GROUP TOTAL: \$0.00	
Product	Quantity	Unit Price	Total
Dell Education Services - Dell Campus Networking - No Training Selected (975-2188)	2	\$0.00	\$0.00

*Total Purchase Price:	\$35,036.89
Product Subtotal:	\$35,036.89
Tax:	\$0.00
Shipping & Handling:	\$0.00
State Environmental Fee:	\$0.00
Shipping Method:	LTL 5 DAY OR LESS
	(* Amount denoted in \$)

Order this quote easily online through your Premier page, or if you do not have Premier, using Quote to Order

Statement of Conditions

The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors.

Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation.

Terms of Sale



QUOTATION

Quote #: 705443920
Customer #: 2454564
Contract #: 42AFU
Customer Agreement #: DIR-SDD-1951
Quote Date: 4/10/2015
Customer Name: CITY OF PEARLAND

Date: 4/10/2015

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational

Sales Professional Information

SALES REP: PRESTON COX PHONE: 1800 - 4563355
Email Address: Preston_Cox@Dell.com Phone Ext: 5132214

SOFTWARE & ACCESSORIES GROUP TOTAL: \$19,493.75

Product	Quantity	Unit Price	Total
VLA WINDOWS SERVER DEVICE CAL 2012 (A7463584)	250	\$20.50	\$5,125.00
VLA WINDOWS SERVER DATACENTER PER 2 PROCESSORS 2012 R2 (A7466851)	1	\$4,315.35	\$4,315.35
VLA SQL SERVER STD 2014 PER 2 CORE LIC (A7639453)	4	\$2,513.35	\$10,053.40
ELECTRONIC LICENSE CONFIRMATION elec dwnld only (A3458532)	1	\$0.00	\$0.00

***Total Purchase Price: \$19,493.75**

Product Subtotal: \$19,493.75
Tax: \$0.00
Shipping & Handling: \$0.00
State Environmental Fee: \$0.00
Shipping Method: LTL 5 DAY OR LESS
(* Amount denoted in \$)

Order this quote easily online through your Premier page, or if you do not have Premier, using Quote to Order

Statement of Conditions

The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors.



QUOTATION

Quote #: 705389322
 Customer #: 2454564
 Contract #: 42AFU
 Customer Agreement #: DIR-SDD-1951
 Quote Date: 04/10/2015
 Date: 4/10/2015 Customer Name: CITY OF PEARLAND

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information			
SALES REP:	PRESTON COX	PHONE:	1800 - 4563355
Email Address:	Preston_Cox@Dell.com	Phone Ext:	5132214

SOFTWARE & ACCESSORIES		GROUP TOTAL: \$30,636.48	
Product	Quantity	Unit Price	Total
VLA VMWARE VSPHERE 6 ENTERPRISE PLUS FOR 1 PROCESSOR (A8264759)	6	\$3,075.60	\$18,453.60
VLA VMWARE PROD VSPHERE 6 ENT PLUS 1 PROC 3YR (A8272741)	6	\$2,030.48	\$12,182.88
ELECTRONIC LICENSE CONFIRMATION elec dwnld only (A3458532)	1	\$0.00	\$0.00

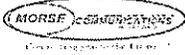
Total Purchase Price:	\$30,636.48
Product Subtotal:	\$30,636.48
Tax:	\$0.00
Shipping & Handling:	\$0.00
State Environmental Fee:	\$0.00
Shipping Method:	LTL 5 DAY OR LESS

(* Amount denoted in \$)

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

Statement of Conditions

Price quotation prepared for:
 City of Pearland
 6900



Date: 14-Mar-15
 Buyer Reference:
 Prepared by: MJW

All Pricing is in U.S. Dollars

Product	Description	List Price	Cat	Qty	Your Cost	Extension
Section 1 - Hardware and Software Options:						
OS6900-X20-F	OS6900-X20: 10Gigabit Ethernet L3 fixed configuration chassis in a 1U form factor with 20 SFP+ ports, one optional module slot. Front to back cooling. The chassis includes a 450W AC power supply. A second power supply slot. (See price list for more details)	\$15,000.00	G	2	\$8,137.50	\$16,275.00
OS6900-BP-F	OS6900-BP-F: Modular AC backup power supply. Front to back cooling. Provides backup system power to one 6900 switch. Ships with country specific power cord.	\$995.00	G	2	\$539.79	\$1,079.58
OS6900-SW-AR	OS6900-SW-AR: Advanced routing software license. Includes support for Policy Based Routing, VRF, BGP, OSPFv2, PIMSM/DM, DVMRP, IPv6 Routing, OSPFv3, RIPng, VRRPv3, SPB and Virtual Chassis (VC)	\$2,000.00	G	2	\$1,085.00	\$2,170.00
SFP-10G-C1M	10 Gigabit direct attached copper cable (1m, SFP+)	\$150.00	M	2	\$81.38	\$162.75
SP1N-OS6900	1YR SUPPORT Plus for all OS6900 Chassis models. Includes 24x7 Remote Telephone Support, 24x7 Remote Problem Diagnosis, access to Software Updates and Upgrades, and access to support portal and next business day advance. (See price list for more details)	\$1,405.00	Z	2	\$1,324.21	\$2,648.43
SWIN-OS6900SWAR	1YR SUPPORT Software for OS6900-SW-AR. Includes 24x7 Remote Telephone Support, 24x7 Remote Problem Diagnosis, access to Software Updates and Upgrades, and access to support portal. (See price list for more details)	\$150.00	Z	2	\$141.38	\$282.75
SECTION 1 SUBTOTAL:						\$22,618.50
Section 2 - Optics						
SFP-10G-C3M	10 Gigabit direct attached copper cable (3m, SFP+)	\$200.00	M	26	\$108.50	\$2,821.00
SFP-10G-LR-GEN	Generic 10Gb SFP SMF	\$699.00	#N/A	14	\$450.00	\$6,300.00
SECTION 2 SUBTOTAL:						\$9,121.00
Section 3 - OmniVista 2500						
OV4-START-NEW	OV2500 NMS - RELEASE 4 - STARTER PACK- NEW Deployment - Contains Installers & vm appliance for OV2500 NMS applications & features - R 4.1.1. Includes 10 NODE MANAGEMENT license with 10 nodes per each type of counter. (See price list for more details)	\$0.07	A	1	\$0.00	\$0.00
SW1N-OV4START	1YR 24x7 SUPPORT SOFTWARE for OV2500 NMS - RELEASE 4 OV4-START-NEW and OV4-START-UPG. Includes 24x7 Remote Telephone Support, 24x7 Remote Problem Diagnosis, access to Software Updates, and access to support portal. One. (See price list for more details)	\$0.00	O	1	\$0.00	\$0.00
SECTION 3 SUBTOTAL:						\$0.00

GRAND TOTAL: \$31,739.50

Fix or Email Complete P.O. To: 321-255-0199 - Morse Communications, Inc. 395 East Drive, Melbourne, FL 32904. Attn: Julie Woods or via email at jwoods@morsecom.com

SHIPPING and Taxes Shipping and any applicable taxes not included

EXPORT: In the event that Buyer intends for the equipment to be shipped outside the United States or its territories, this quotation is further conditioned upon Buyer's execution of a letter of assurance or such other documentation as may be required by Seller to evidence Buyer's compliance of all export controls.

QUOTE VALIDITY: The prices and terms of this Quotation are not subject to change unless approved in writing by Morse Communications, Inc. This Quotation is valid only for an unconditional order placed within thirty (30) days of its date, calling for delivery within ninety (90) days of the quotation's date. This Quotation applies to products and services intended for use within the United States, unless otherwise specifically stated.

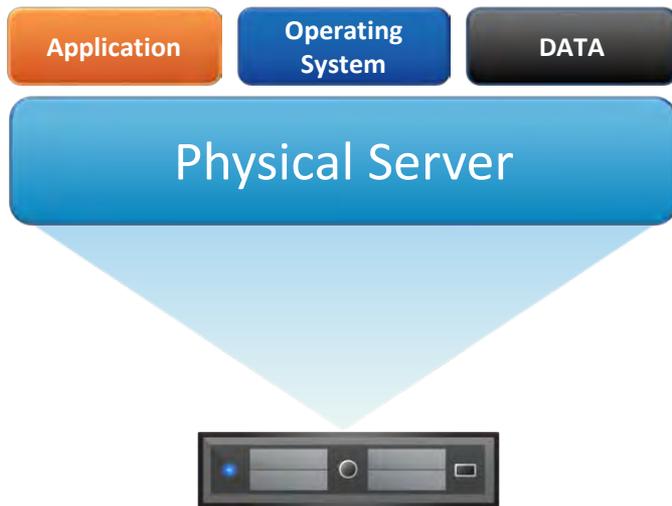


ERP Hardware Update

Daniel McGhinnis

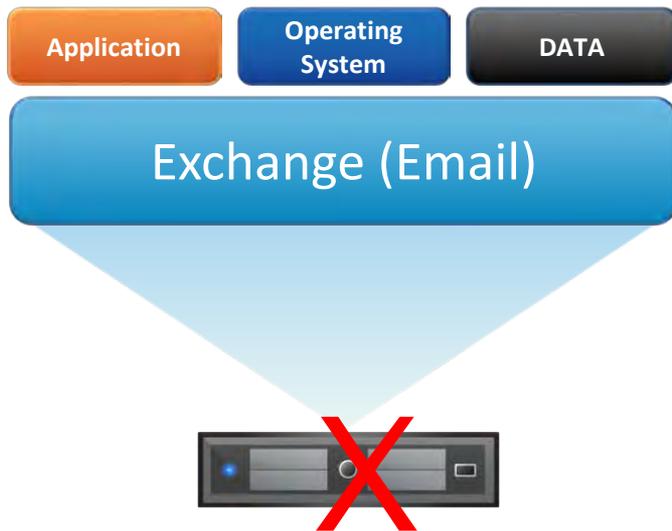
Chief Information Officer

Current Infrastructure Overview



- Exchange (Email)
- Phone System
- Print Server
- Financial System
- GIS
- Laserfische (Document Mmgt.)
- User Authentication System

Current Infrastructure Overview



- Exchange (Email)
- Phone System
- Print Server
- Financial System
- GIS
- Laserfische (Document Mmgt.)
- User Authentication System

Enterprise Resource Planning (ERP) Overview

New World Systems

- Utility Billing / Consumption
- Financial Management
- Human Resources & Payroll
- eSuite – Self Service
- Decision Support
- Dashboards
- GIS
- 7 Servers are Required

CRW

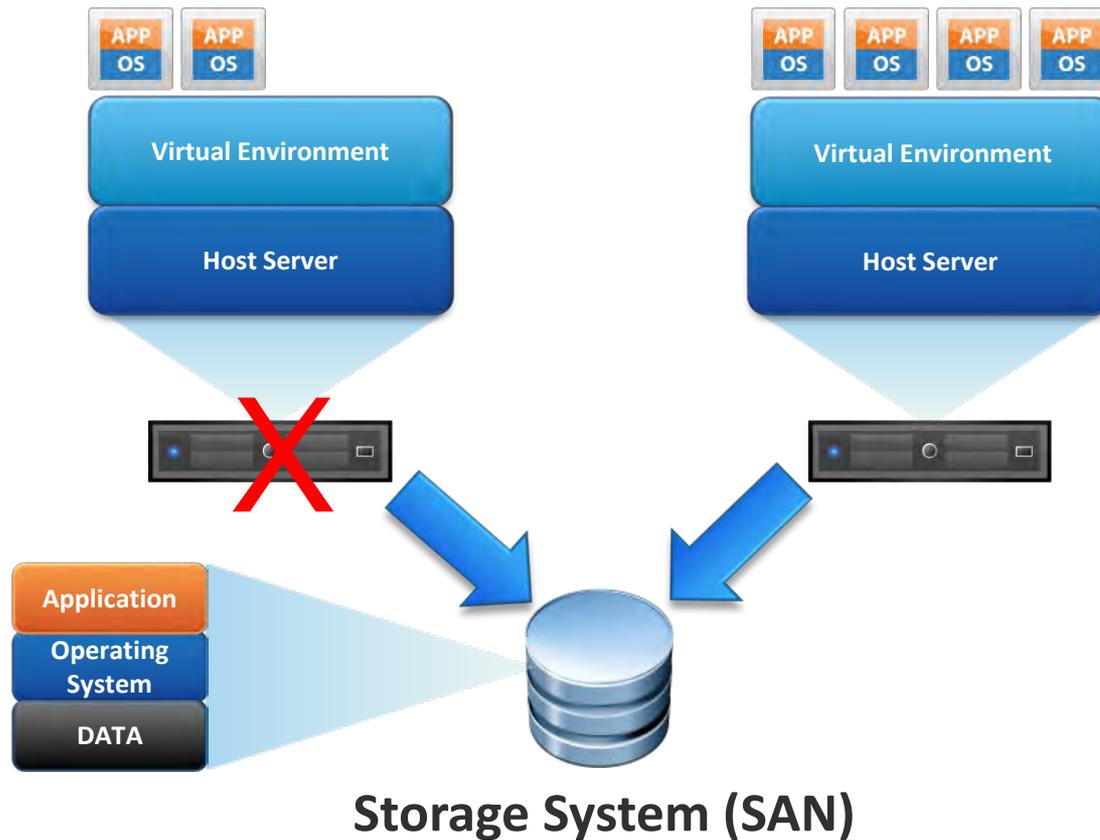
- Land Management
- Permitting
- License Management (ex. Liquor, Business)
- GIS
- Mobile Solutions
- 5 Servers are Required

Executime

- Time and Attendance
- Advanced Scheduling
- 3 Servers are Required



Proposed Infrastructure Overview



Advantages

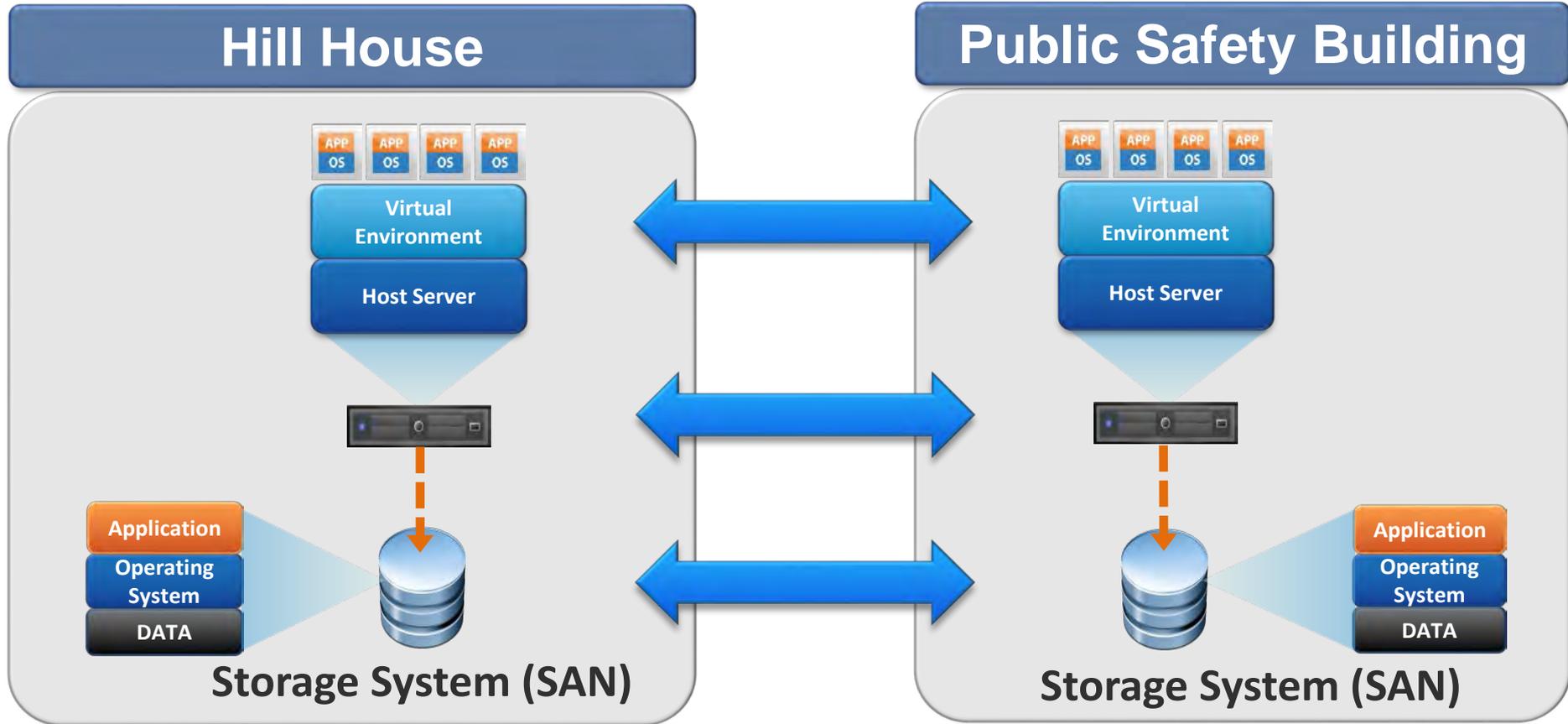
- Allows for automatic failover
- Hardware independency
- Allows for the consolidation of Applications
- Potential reduction of physical servers
- Provides the initial infrastructure for Disaster Recovery
- Initial equipment to allow for data replication between Hill House and the Public Safety Building
- Increase in hardware performance



Future Infrastructure Overview

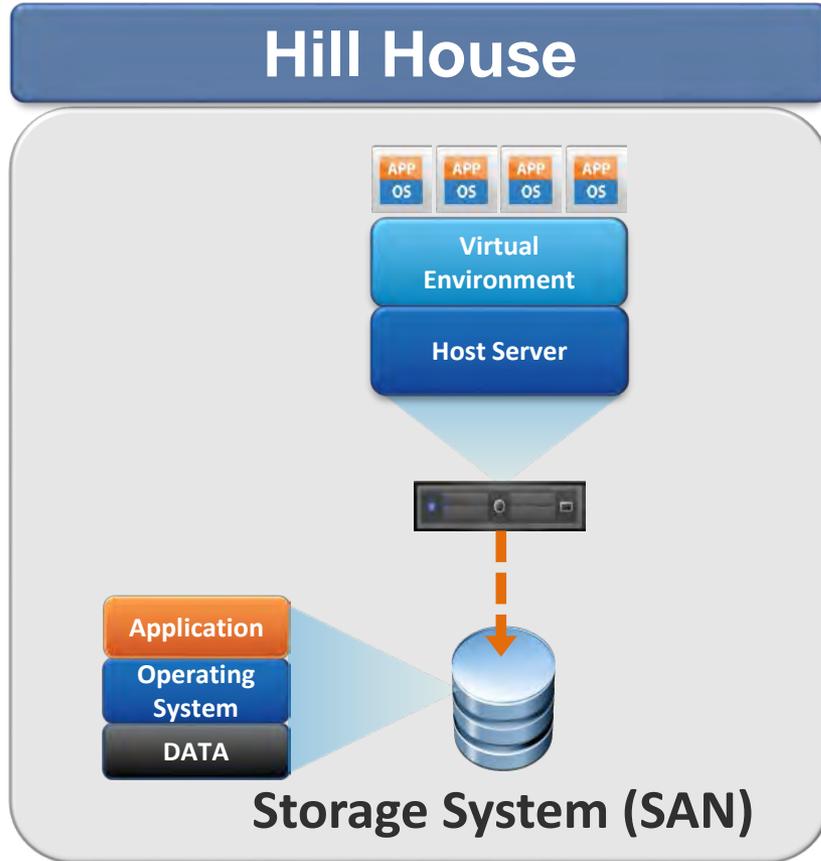
Hill House

Public Safety Building



Solution Summary

Hill House



- Storage System
- Server Infrastructure
- Licensing
 - Microsoft SQL
 - Windows Server
 - Windows Client
 - VMWare vSphere
- Network Switching

Funding Allocation Summary

- Reallocation of the \$68,300 included in the New World Contract
- Additional funding of \$112,700 from General Fund Contingency
- Total Investment of \$181,000 to accommodate long-term holistic solution for technology needs



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

AGENDA OF: April 27, 2015	ITEM NO.: R2015-66
DATE SUBMITTED: April 20, 2015	DEPT. OF ORIGIN: Finance
PREPARED BY: Bob Pearce	PRESENTOR: Bob Pearce
REVIEWED BY: Trent Epperson	REVIEW DATE: April 22, 2015
SUBJECT: Resolution No. R2015-66 A Resolution of the City Council of the City of Pearland, Texas, awarding a service contract for HVAC Refrigeration repair, maintenance and equipment to Sentinel A/C & Heating Company for package one (1) and to the Lee Thompson Company for package two (2) in the total estimated amount of \$130,000.00.	
EXHIBITS: Resolution #R2015-66 Exhibit A - 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: \$ 130,000 (est.). AMOUNT BUDGETED: \$130,000 AMOUNT AVAILABLE: \$130,000.00 PROJECT NO.: ACCOUNT NO.: 010-3522-553-05-00	
ADDITIONAL APPROPRIATION REQUIRED: ACCOUNT NO.: PROJECT NO.:	
To be completed by Department: Finance X Legal Ordinance X Resolution	

EXECUTIVE SUMMARY

BACKGROUND

It is necessary for the City to retain the services of an outside contractor to perform maintenance and repairs on existing HVAC/refrigeration systems and equipment, and periodic system replacements, at various City facilities as required. In addition to the services, the

contractor is required to provide any parts required for repair of equipment at a fixed percentage above the contractor's cost.

SCOPE OF CONTRACT

Provision of HVAC/refrigeration system repairs on an as-needed basis as authorized by the City of Pearland Public Works Department.

BID AND AWARD

The City solicited competitive bids through Bid Number 0215-22, which was published in the paper and posted on the City's e-bid website. The bid consisted of two packages: package one for all City locations excluding the Recreation Center and Natatorium location; package two for only the Recreation Center and Natatorium. The bid was separated into two packages due to the Dectron units at the RCN requiring certification specific to that brand.

The City received a total of three (3) responses for package one and two (2) responses for package two. Sentinel A/C & Heating was the low bidder for both packages. Due to the significant amount of time and effort that has been put forth between the City and Lee Thompson in finding resolutions to the equipment failures and stabilization of the Dectron units it is recommended by the City Facilities Management Division of Public Works that package two for the Dectron units be awarded to Lee Thompson, and that package one be awarded to Sentinel A/C & Heating.

SCHEDULE

Repairs and maintenance will be conducted on an as needed bases, to be determined by the City of Pearland Public Works Department.

POLICY/GOAL CONSIDERATION

Public Safety and Fiscally Responsible - This purchase is contemplated and recommended for the purpose of furthering the City's objective to provide for public health, safety and welfare, and to maintain the integrity of the City's HVAC systems.

CURRENT AND FUTURE FUNDING /FINANCIAL IMPACTS

Funding for the purchase of this system will come from the General Fund for Public Works.

O&M IMPACT INFORMATION

This award will provide for fixed unit costs for each item for a period of one (1) year, with no allowable price increases. At the expiration of the initial term, an option is available for two (2) additional one (1) year renewals upon the mutual agreement of both parties, and the approval of City Council. Any price adjustment requested by the contracted vendor for the renewal period must be substantiated by a comparable increase in the Consumer Price Index for the Houston-Galveston-Brazoria metropolitan area. In the event a renewal is not agreeable to both parties, the contract will continue on a month-to-month basis until such time as a new contract can be awarded.

Fiscal Year	2015	2016	2017
Est. Expenditure	\$130,000 (est.)	\$130,000*	\$130,000*

*Based on the current CPI of -0.7%

RECOMMENDED ACTION

A Resolution of the City Council of the City of Pearland, Texas, awarding a service contract for HVAC Refrigeration repair, maintenance and equipment to Sentinel A/C & Heating Company for package one (1) and to the Lee Thompson Company for package two (2) in the total estimated amount of \$130,000.00.

RESOLUTION NO. R2015-66

A Resolution of the City Council of the City of Pearland, Texas, awarding a service contract for HVAC repair, maintenance and equipment to Sentinel A/C & Heating Company for package one (1) and to the Lee Thompson Company for package two (2) at the unit prices referenced in the attached bid tabulation, in the total estimated amount of \$130,000.00.

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

Section 1. That the City obtained unit supply pricing for the purchase of repair and maintenance services, and such bids have been reviewed and tabulated.

Section 2. That the City Council hereby awards the bid to Sentinel A/C & Heating Company, and The Lee Thompson Co., in the unit supply amounts reflected in Exhibit "A" attached hereto.

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

PASSED, APPROVED and ADOPTED this the _____ day of _____,
A.D., 2015.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

EXHIBIT A

Bid No. 0215-22 HVAC Refrigeration Repairs and Maintenance Tabulation

Bid Closed: 3/24/15

				American Mechanical Services of Houston, LLC		Sentinel A/C & Heating		The Lee Thompson Company	
				Total Price	\$46,035.00	Total Price	\$49,140.00	Total Price	\$61,650.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	HVAC Services for all locations excluding the Recreation Center and Natatorium location. Note: any quantities listed are estimates.	1	PKG	\$46,035.00	\$46,035.00	\$38,915.00	\$38,915.00	\$50,265.00	\$50,265.00
1.1	Technician - Standard Hourly Rate	500	Hours	\$78.00		\$70.00		\$85.00	
1.2	Helper - Standard Hourly Rate	100	Hours	\$68.00		\$35.00		\$75.00	
1.3	Percent mark-up for materials/supplies/parts, based on an annual spend of approximately \$40,000.	1	EA	<u>15</u>		30		35	
1.4	Additional travel cost per call out, if applicable.	1	EA			\$70.00		\$30.00	
1.5	Emergency Repair Rate (Rate which will be charged after standard business hours).	1	EA	\$110.00		\$105.00		\$85.00	
1.6	Minimum charge per call out for emergency repairs (after hours).	1	EA	\$110.00		\$210.00		\$115.00	
2	HVAC Services for only the Recreation Center and Natatorium location.	1	PKG	\$0.00	\$0.00	\$10,225.00	\$10,225.00	\$11,385.00	\$11,385.00
2.1	Technician - Standard Hourly Rate	100	Hours			\$90.00		\$95.00	
2.2	Helper - Standard Hourly Rate	20	Hours			\$35.00		\$75.00	
2.3	Percent mark-up for materials/supplies/parts, based on an annual spend of approximately \$10,000.	1	EA			<u>30</u>		35	
2.4	Additional travel cost per call out, if applicable.	1	EA			\$90.00		\$30.00	
2.5	Emergency Repair Rate (Rate which will be charged after standard business hours).	1	EA			\$135.00		\$95.00	
2.6	Minimum charge per call out for emergency repairs (after hours).	1	EA			\$270.00		\$225.00	