

AGENDA

CITY OF PEARLAND ♦ CITY COUNCIL

AUGUST 24, 2015

6:30 p.m.

**MAYOR
Tom Reid**

**Tony Carbone
Mayor Pro-Tem
Position No. 1**

COUNCIL MEMBERS

**Derrick Reed
Position No. 2**



**Gary Moore
Position No. 3**

**Keith Ordeneaux
Position No. 4**

**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.



CITY COUNCIL AGENDA
CITY OF PEARLAND
REGULAR COUNCIL MEETING
MONDAY, AUGUST 24, 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 Carbone, Councilmembers Moore, Reed, Ordeneaux, 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 June 22, 2015, Regular Meeting, held at 6:30 p.m.
- 2. Minutes of the July 13, 2015, Regular Meeting, held at 6:30 p.m.
- 3. Minutes of the July 27, 2015, Regular Meeting, held at 6:30 p.m.
- 4. Minutes of the August 10, 2015, Special Meeting, held at 6:00 p.m.

- B. Consideration and Possible Action – Resolution No. R2015-148 – A** Resolution of the City Council of the City of Pearland, Texas, awarding service and maintenance contracts to Securadyne Systems LLC in the estimated annual amount of \$78,393.64.
- C. Consideration and Possible Action – Resolution No. R2015-146 – A** Resolution of the City Council of the City of Pearland, Texas, awarding a bid for Fire Department medical screening services to Kelsey-Seybold in the estimated amount of \$135,750.00 for the period of September 14, 2015 through September 13, 2016.
- D. Consideration and Possible Action – Resolution No. R2015-147 – A** Resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into a Reimbursement Agreement with the Pearland Economic Development Corporation, Letter Financing Agreements with the Lower Kirby Pearland Management District and Pearland Municipal Management District No.1, and an Engineering Services Agreement in the amount of \$214,137.00 with LJA Engineering, Inc., associated with the preparation of a preliminary engineering report for South Spectrum Boulevard.
- E. Consideration and Possible Action – Resolution No. R2015-145 – A** Resolution of the City Council of the City of Pearland, Texas, awarding a unit price contract for temporary personnel services to Lane Staffing as the primary vendor and TEI Staffing as the secondary vendor, in the estimated amount of \$70,000 for the period of September 14, 2015 through September 13, 2016. It is additionally requested that City Council ratify payments to date and staffing requirements through September 11, 2015 to Meador Staffing for FY2015 in the approximate amount of \$76,000.
- F. Consideration and Possible Action – Resolution No. R2015-144 – A** Resolution of the City Council of the City of Pearland, Texas, awarding a fixed price contract for construction services associated with the internal lining rehabilitation of the Southdown ground storage water tank, to Pardalis Industrial Enterprise Inc., in the amount of \$180,000.

VIII. NEW BUSINESS:

- 1. Consideration and Possible Action – First and Only Reading of Ordinance 1516 – An Ordinance Authorizing the Issuance of City of Pearland, Texas Certificates of Obligation, Series 2015; Prescribing the Terms Thereof; Providing for the Payment Thereof; Awarding the Sale Thereof; and Making Other Provisions Regarding Such Certificates and Matters Incident Thereto; and Declaring an Emergency.**

2. **Consideration and Possible Action – First and Only Reading of Ordinance 1515** – An Ordinance Authorizing and Ordering the Issuance of City of Pearland, Texas Permanent Improvement Bonds, Series 2015; Prescribing the Terms and Form Thereof; Making other Provisions Regarding such Bonds, Including the Use of the Proceeds Thereof, and Matters Incident Thereto; and Declaring an Emergency.
3. **Consideration and Possible Action – Second and Final Reading of Ordinance No. 2000T-18** – An Ordinance of the City Council of the City of Pearland, Texas, amending selected provisions of the Unified Development Code of the City; regarding automobile related uses in BP-288, OP, NS, GB, and GC zones, and undergrounding requirement for electrical utilities; having a savings clause, a severability clause, and a repealer clause; providing for codification, publication and an effective date.
4. **Consideration and Possible Action – Resolution No. R2015-150** – A Resolution of the City Council of the City of Pearland, Texas, authorizing Advanced Funding Agreements with the State of Texas for the Green Tee Terrace and Shadow Creek Ranch Bike & Pedestrian Trail Projects.
5. **Consideration and Possible Action – Resolution No. R2015-143** – A Resolution of the City Council of the City of Pearland, Texas, awarding a bid for the construction of the Bailey Road Expansion Project (between Veterans Drive and FM 1128) to Texas Sterling Construction, in the amount of \$21,299,999.00.
6. **Consideration and Possible Action – Resolution No. R2015-140** – A Resolution of the City Council of the City of Pearland, Texas authorizing the City Manager or his designee to enter into an Inter-Local Agreement with Pearland Independent School District for School Resource Officer Program.
7. **Consideration and Possible Action – Resolution No. R2015-149** – A Resolution of the City Council of the City of Pearland, Texas, adopting modifications to the City’s Volunteer Fire Fighter Program (“Program”) and authorizing the termination of the City’s current contract with the Pearland Volunteer Fire Department, Inc. to allow for the transition of the volunteer fire fighters into the City’s Program.
8. **Consideration and Possible Action – First Reading of Ordinance No. 943-22** – An ordinance of the City Council of the City of Pearland, Texas, amending portions of the Thoroughfare Plan of the City in the following locations: realignment of the future Westminster Drive connection from Barry Rose Parkway to a connection with Pearland Parkway; elimination of an extension of West Lea Lane, a Minor Collector between Manvel Road and CR 107; and removal of the collectors located at the northwest corner of Main Street and Bailey Road; having a savings clause, a severability clause, and a repealer clause; providing for codification, publication and an effective date.

- 9. Council Input and Discussion:** Fiscal Year 2016 Budget – Discussion #4
– Water/Sewer CIP, Water/Sewer Fund, Water/Sewer Multi-Year Forecast,
Water/Sewer Rates and Fees and Other Follow-Up Matters

X. MAYOR/COUNCIL ISSUES FOR FUTURE CITY COUNCIL AGENDAS

OTHER BUSINESS: None.

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, JUNE 22, 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 6:37 p.m. with the following present:

Mayor	Tom Reid
Mayor Pro-Tem	Tony Carbone
Councilmember	Keith Ordeneaux
Councilmember	Derrick Reed
Councilmember	Greg Hill
City Manager	Clay Pearson
City Attorney	Darrin Coker
City Secretary	Young Lorfing

Absent: Councilmember Gary Moore.

Others in attendance: Daniel Baum Deputy Fire Chief, Claire Bogard Director of Finance; Jon Branson Deputy City Manager; Matt Buchanan President of Economic Development Corporation; J.C. Doyle Police Chief; Michelle Graham Director of Parks and Recreation; Bonita Hall Director of Human Resource; Sue Polka Director of Engineering; Vance Riley Fire Chief; Eric Wilson Public Works Director; Sparkle Anderson Communications Manager; Joel Hardy Grants Coordinator; Skipper Jones Assistant Director of Capital Projects; Michael Leech Public Works Assistant Director; Richard Mancilla Assistant City Engineer; John McCarter Management Assistant; Daniel McGhinnis Chief Information Officer; Bob Pearce Purchasing Officer; Lawrence Provins Deputy City Attorney; Johnny Spires Assistant Police Chief.

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

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

Mayor Reid thanked Councilmember Sherman for his time serving as a Councilmember and appreciated what he has done and contributed.

Councilmember Sherman thanked the Mayor, Councilmembers and residents for giving him the opportunity to serve as Councilmember for the City of Pearland for the last six years, and for the friends he has made.

CITIZEN COMMENTS:

Joy Goodale, 822 Maple Branch Lane, addressed Council stating she is currently the Treasurer of the Country Place Homeowners Association, former President of Municipal Utility District 4 Board, and on a committee regarding the annexation. She stated she is here tonight to express the need to use the excess Bond funds for the Bed and Banks project. These funds will have to be approved by the Texas Commission on Environmental Quality (TCEQ), but we are asking for the Mayor and City Council's support with this effort. She stated she recently sent the Mayor and Councilmembers a packet with all the agreements between Country Place and the City of Pearland. She would like to emphasize the years of hard work done by the Municipal Utility District (MUD) 4 members previously and currently. She would like for the

Mayor and Councilmembers to read between the lines of the documents she sent to see the commitment the residents have for the Bed and Banks project. The committee purposed earlier to the City of Pearland using these funds and was turned down. We reject the argument made that the funds cannot be used for the irrigation of the Golf Course. In the documents there are no restrictions regarding the use of the funds. She stated the Golf Course is owned by the homeowners association. The operation of the Golf Course is covered by the resident's monthly maintenance fees. Also in the Bond documents it states the funds can be used for Parks & Recreation areas. The property is registered on the tax roll as Parks & Recreation. The Texas State Representative Ed Thompson who is a former member of the Pearland City Council is on the committee with oversight of TCEQ. The City has had this permit application turned in for almost two years, she stated she was told today she should hear something soon regarding the permit application. She stated she also has a contact name and number for TCEQ regarding where to go and the rules to follow to apply for funds. She is here tonight to ask the Mayor and City Council for their support of this effort, and to abide by all the previous agreements. The City is holding the permit on behalf of MUD 4 and will make the application for funds when the permit is approved. She thanked the Mayor and Council for listening and she asked everyone to stand that came to support this project.

V. PUBLIC HEARING: None

VI. CONSENT AGENDA:

A. Consideration and Possible Action – Approval Of Minutes:

1. Minutes of the May 18, 2015, Special Meeting, held at 6:00 p.m.
2. Minutes of the May 18, 2015, Regular Meeting, held at 6:30 p.m.

B. Consideration and Possible Action – Second and Final Reading of Ordinance No. CUP 2015-05 – An Ordinance of the City Council of the City of Pearland, Texas, approving a **Conditional Use Permit (CUP) to allow for an Auto Parts Sales (Indoors Only; With Repair Bays) facility, for certain property, Being Lots 7 and 8, Thomas and Gilbert Industrial Tracts, a Subdivision of part of Lot 113, A.C.H. & B. Survey, Section 1, Abstract No. 147, Brazoria County, Texas. **(Located north of Swensen Drive, east of Main Street, Pearland, TX)**, Conditional Use Permit Application No 2015-05, within the General Commercial (GC) zoning district, at the request of Robert M. Atkinson, applicant; on behalf of MVN Investment LLC, owner; containing a savings clause, a severability clause, and an effective date and other provisions related to the subject.**

C. Consideration and Possible Action – Resolution No. R2015-108 – A Resolution of the City Council of the City of Pearland, Texas, awarding a contract for RCN custodial services to A & A Cleaning Services in the estimated amount of \$79,528.24 for the period of July 1, 2015 to September 2, 2016.

- D. Consideration and Possible Action – Resolution No. R2015-103** – A Resolution of the City Council of the City of Pearland, Texas, awarding a unit supply contract for landscape maintenance services (medians and right of ways) with Maldonado Nursery and Landscaping, Inc., in the estimated amount of \$267,000 for the period July 1, 2015 through June 30, 2016.
- E. Consideration and Possible Action – Resolution No. R2015-104** – A Resolution of the City Council of the City of Pearland, Texas, authorizing an Interlocal Agreement with Brazoria County, and approving the proposed purchase of COBAN microphones and replacement batteries, associated the Edward Byrne Memorial Justice Assistance Formula Grant (JAG) for Police Department Equipment.
- F. Consideration and Possible Action – Resolution No. R2015-109** – A Resolution of the City Council of the City of Pearland, Texas, awarding a unit supply bid for the purchase of Police Department Uniforms to Cop Stop, in the estimated amount of \$118,803.88, for the period of June 23, 2015 through June 22, 2016.
- G. Consideration and Possible Action – Resolution No. R2015-113** – A Resolution of the City Council of the City of Pearland, Texas, authorizing the sole source purchase of an alerting system for Fire Station #3 in the amount of \$55,833.39 from Purvis Systems.
- H. Consideration and Possible Action – Resolution No. R2015-107** – A Resolution of the City Council of the City of Pearland, Texas, accepting the 2014 annual report for Tax Increment Reinvestment Zone #2.

Councilmember Hill made the motion, seconded by Councilmember Ordeneaux, to adopt Consent Agenda Items A through H as presented on the Consent Agenda.

Mayor Pro-Tem Carbone stated there are a couple of local vendors present, and he loves the City is able to keep the tax dollars local in the community.

Voting “Aye” Councilmembers Hill, Ordeneaux, Carbone, and Reed.

Voting “No” None.

Motion Passed 4 to 0, with Councilmember Moore absent.

NEW BUSINESS:

Council Action – Resolution No. R2015-75 – A Resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into a Sub-Grantee Agreement with Brazoria County for use of the Coastal Impact Program (CIAP) funds for constructing the Trails at the John Hargrove Environmental Center and authorizing the City Manager to execute the Agreement.

Councilmember Ordeneaux made the motion, seconded by Councilmember Hill, to approve Resolution No. R2015-75.

City Manager Clay Pearson reported the Coastal Impact Assistance Program (CIAP) is a federal grant fund program derived from federal offshore lease revenues to oil producing states for conservation, protection, or restoration of coastal areas including wetlands. The grant originates from the U.S. Department of the Interior – Fish and Wildlife Service, as part of its Coastal Impact Assistance Program. The grant’s goal is to provide public access to the natural coastal environment.

Councilmember Hill thanked staff and Commissioner Adams for their hard work regarding this program.

Voting “Aye” Councilmembers Reed, Carbone, Ordeneaux, and Hill.

Voting “No” None.

Motion Passed 4 to 0, with Councilmember Moore absent.

Council Action – Resolution No. R2015-112 – A Resolution of the City Council of the City of Pearland, Texas, awarding a bid for the construction of the Longwood Service Area Phase II Project to Alcott, Inc. (dba, TCH), in the amount of \$589,280.69.

Mayor Pro-Tem Carbone made the motion, seconded by Councilmember Hill, to approve Resolution No. R2015-112.

City Manager Clay Pearson reported Council is being asked to approve the bid results and award a contract for construction to Alcott, Inc. dba TCH for the Longwood Service Area Phase II Project in the amount of \$589,280.69, and approve budget transfers in the amount of \$50,000.

Discussion ensued between Council and Assistant Director of Capital Projects Skipper Jones regarding a margin of discrepancy between the bids.

Voting “Aye” Councilmembers Hill, Ordeneaux, Carbone, and Reed.

Voting “No” None.

Motion Passed 4 to 0, with Councilmember Moore absent.

Council Action – Resolution No. R2015-110 – A Resolution of the City Council of the City of Pearland, Texas, renewing a unit supply bid for water meters and related parts with HD Supply Waterworks and Park Environmental Equipment in the estimated amount of \$840,000.00 for the period of June 26, 2015 through June 25, 2016.

Councilmember Reed made the motion, seconded by Mayor Pro-Tem Carbone, to approve Resolution No. R2015-110.

City Manager Clay Pearson reported Council is being asked to renew a unit supply bid for water meters and related parts with HD Supply Waterworks and Park Environmental Equipment in the estimated amount of \$840,000.00 for the period of June 26, 2015 through June 25, 2016.

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

Voting "No" None.

Motion Passed 4 to 0, with Councilmember Moore absent.

Council Action – Resolution No. R2015-111 – A Resolution of the City Council of the City of Pearland, Texas, renewing a unit price contract for water treatment chemicals and water analysis with Napco Chemical in the estimated expenditure of \$795,000 for the period of July 9, 2015 to July 8, 2016.

Councilmember Hill made the motion, seconded by Councilmember Ordeneaux, to approve Resolution No. R2015-111.

City Manager Clay Pearson reported Council is being asked to renew a unit price contract for water treatment chemicals and water analysis with Napco Chemical in the estimated expenditure of \$795,000 for the period of July 9, 2015 to July 8, 2016.

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

Voting "No" None.

Motion Passed 4 to 0, with Councilmember Moore absent.

Council Input and Discussion Regarding the scope of the Tom Reid Library Renovation Project.

Project Manager Cara Davis gave an overview of updated information on the Tom Reid Library Renovation Project.

Wilson Architectural Group (WAG) representative gave an overview of the updated design of the Tom Reid Library.

Director of Brazoria County Library System David Thrash thanked the City of Pearland for the expeditious process of putting this together. He stated his group has worked vigilantly with Cara Davis in the Projects department and the Wilson Architectural Group on this project and they are looking forward to the outcome.

Discussion ensued between Council and Brazoria County Library System Assistant Director Lisa Loranc regarding the best use of the space for the residents throughout the City and building support.

Mayor Reid stated the City is expanding the footprint of the Library to accommodate the growth of the City.

Project Manager Cara Davis stated the City can look at advertising the first of the year 2016 and construction of this project in the first quarter of next year.

Councilmember Ordeneaux stated he would like to see something on how the construction is going to be staged, so he will know how the residents are going to be affected.

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

OTHER BUSINESS:

Council adjourned into Executive Session under Texas Government Code at 7:35 p.m. to discuss the following:

EXECUTIVE SESSION UNDER TEXAS GOVERNMENT CODE

- 1. Section 551.071 – Consultation with City Attorney** – Regarding the expenditure of bond proceeds for public purposes.

Council returned from Executive Session at 8:17 p.m.

ADJOURNMENT

Meeting was adjourned at 8:18 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, JULY 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 6:35 p.m. with the following present:

Mayor	Tom Reid
Mayor Pro-Tem	Tony Carbone
Councilmember	Derrick Reed
Councilmember	Gary Moore
Councilmember	Keith Ordeneaux
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; Michelle Graham Interim Director of Human Resource; Chris Orlea Interim Director of Parks and Recreation; Lata Krishnarao Director of Community Development; Sue Polka Director of Engineering; Eric Wilson Public Works Director; Sparkle Anderson Communications Manager; Joel Hardy Grants Coordinator; Skipper Jones Assistant Director of Capital Projects; Richard Mancilla Assistant City Engineer; Daniel McGhinnis Chief Information Officer; Bob Pearce Purchasing Officer.

The invocation was given by Derrick of Troop 446 and the Pledge of Allegiance was led by Josh of Troop 446.

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

Mayor Reid stated members of the Bay Area Council Boy Scout Troop 446 are present so they can receive their Citizen in the Community Badge for attending the Pearland City Council Meeting.

CITIZEN COMMENTS:

Larry Marcott, 3606 Inverness Court, addressed Council stating his concerns regarding Baker's Landing and the noise it will create, the poor sound quality of the televised Council meetings, and the lack of Code Enforcement Officers to keep up with the growth of Pearland. He stated the grass and weeds are getting taller and out of control.

Richard Skotak, 3010 Ravensport Drive, addressed Council stating his concerns of the mobility on Highway 288. He further stated people are moving to Houston because they do not want to be stuck in traffic. With that happening Pearland is losing good citizens, tax revenue, the land and home value's start going down, and he does not want to see that happen. He would like to see a Park & Ride near Highway 288, buses or something to help with the traffic and transportation.

Mayor Reid stated Metro could not put a Park & Ride in that location because it was outside of their service area so they backed out.

PUBLIC HEARING: None

CONSENT AGENDA:

- A. Consideration and Possible Action – Approval Of Minutes:**
1. Minutes of the June 8, 2015, Regular Meeting, held at 6:30 p.m.
 2. Minutes of the June 22, 2015, Special Meeting, held at 6:00 p.m.
- B. Consideration and Possible Action – Regarding** Excuse the absence of Councilmember Gary Moore from the Regular Council Meeting held on June 22, 2015.
- C. Consideration and Possible Action – Resolution No. R2015-115 – A** Resolution of the City Council of the City of Pearland, Texas, renewing a bid with the Pearland Journal for the official newspaper of record for publishing City legal notices in the estimated amount of \$20,000.00 for the period of July 24, 2015 to July 23, 2016.
- D. Consideration and Possible Action – Resolution No. R2015-117 – A** Resolution of the City Council of the City of Pearland, Texas, awarding a bid for Emergency Debris Management Services to Ceres Environmental Services, Inc. as the primary vendor and CrowderGulf as the secondary vendor, for the period of August 1, 2015 through July 31, 2016.
- E. Consideration and Possible Action – Resolution No. R2015-120 – A** Resolution of the City Council of the City of Pearland, Texas, authorizing a contract with Jacobs Project Management Co., in the amount of \$70,000.00, for construction management and construction inspection associated with the Longwood Service Area Phase II Project.
- F. Consideration and Possible Action – Resolution No. R2015-121 – A** Resolution of the City Council of the City of Pearland, Texas, authorizing an amended engineering services agreement, associated with the Max Road Expansion Project, with Klotz Associates, Inc., in the additional amount of \$64,534.92.

Councilmember Hill made the motion, seconded by Councilmember Ordeneaux, to adopt Consent Agenda Items A through F as presented on the Consent Agenda.

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

Voting “No” None.

Motion Passed 5 to 0.

NEW BUSINESS:

Council Input and Discussion – Update from Dr. Staples, President University of Houston-Clear Lake regarding University of Houston Pearland’s growth and development.

President of the University of Houston-Clear Lake Dr. Staples gave a presentation of the University of Houston Pearland's growth and development.

First Reading of Ordinance No. CUP 2015-07 – An Ordinance of the City Council of the City of Pearland, Texas, approving a **Conditional Use Permit (CUP) to allow for a Microbrewery Facility**, Being a 1.0699 acre tract of land out of Lot 1, Block 1 of Rice Drier Road Development subdivision as recorded in Plat 2015009262 of Brazoria County Plat Records, Brazoria County, Texas and being situated in the H.T. & B.R.R Co. Survey, Abstract 232, Brazoria County, Texas. **(Located at the 4000 Block of Rice Drier Rd., Pearland, TX)**, Conditional Use Permit Application No 2015-07, within the Light Industrial (M-1) zoning district, at the request of Valle Kauniste, applicant and owner; containing a savings clause, a severability clause, and an effective date and other provisions related to the subject.

Councilmember Ordeneaux made the motion, seconded by Mayor Pro-Tem Carbone, to approve Ordinance No. CUP 2015-07 on its First Reading.

Mayor Reid read into the record the Planning & Zoning Commission's recommendation to forward to Council for approval of Conditional Use Permit (CUP) Application No. 2015-07.

City Manager Clay Pearson reported the applicant is requesting approval of a Conditional Use Permit (CUP) to allow for a Microbrewery Facility located in the Light Industrial (M-1) district on approximately 1.069 acres located at approximately 4111 Rice Drier Road.

Discussion ensued between Council and Director of Community Development Lata Krishnarao regarding Staff recommended conditions.

Mayor Pro-Tem Carbone asked if the applicant was ok with these conditions.

Applicant and owner Valle Kauniste stated he is ok with the conditions.

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

Voting "No" None.

Motion Passed 5 to 0.

First Reading of Ordinance No. CUP 2015-08 – An Ordinance of the City Council of the City of Pearland, Texas, approving a **Conditional Use Permit (CUP) to allow for a Wireless Communications Tower**, Being Lot 9 in Block "P" of Allison Richey Gulf Coast Home Co. Survey and part of Suburban Gardens, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 3, Page 40 of the map records of Harris County, Texas, save and except the westerly ten feet (10') conveyed to the county of Harris for the widening of Hooper Road in instrument recorded in Volume 988, Page 715 of the deed records of Harris County, Texas. **(Located at 15115 Hooper Road, Pearland, TX)**, Conditional Use Permit Application No 2015-08, within the Spectrum -3 (SP3) zoning district, at the request of Christine Lewis, authorized agent for Verizon Wireless, applicant; on behalf of Susie M. Lorance, owner; containing a savings clause, a severability clause, and an effective date and other provisions related to the subject.

Mayor Pro-Tem Carbone made the motion, seconded by Councilmember Ordeneaux, to approve Ordinance No. CUP 2015-08 on its First Reading.

Mayor Reid read into the record the Planning and Zoning Commission's recommendation to forward to Council for approval of a Conditional Use Permit (CUP) Application No. 2015-08.

City Manager Clay Pearson reported the applicant is requesting approval of a Conditional Use Permit (CUP) to allow for a new Cellular Telecommunications Tower located in the Spectrum District – 3.

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

Voting "No" None.

Motion Passed 5 to 0.

First Reading of Ordinance No. 1506-3 – An Ordinance of the City Council of the City of Pearland, Texas, amending Ordinance No. 1506-2, the 2014-2015 Annual Budget Ordinance; authorizing the City Manager or his designee to take all actions necessary to facilitate the changes identified herein; providing a savings clause, a severability clause, a repealer clause, and an effective date.

Councilmember Reed made the motion, seconded by Councilmember Moore, to approve Ordinance No. 1506-3 on its First Reading.

Lance Foss, 1409 O'Day Road #57, addressed Council stating he has concerns regarding Ordinance No. 1506-3. He stated it undermines the yearly budget process. He further stated his concerns regarding over spending, new or vacant positions are budgeted and not filled, street assessment, sidewalks, Hotel/Motel spending, and the delay to open a new fire station.

City Manager Clay Pearson reported Council is being asked for approval of the revised budget for the 2014/2015 fiscal year based on fiscal year 2015 year-end projections. The revised budget is based on revenue and expenditure projections for the fiscal year completed as part of the fiscal year 2016 budget process.

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

Voting "No" None.

Motion Passed 5 to 0.

Council Action – Resolution No. R2015-116 – A Resolution of the City Council of the City of Pearland, Texas, authorizing publication of notice of intention to issue Certificates of Obligation, in an aggregate principal amount not to exceed \$5,220,000, for the acquisition, construction and improvement of certain public works, authorizing distribution of a preliminary official statement relating to such series of certificates and authorizing certain other matters relating thereto.

Councilmember Moore made the motion, seconded by Mayor Pro-Tem Carbone, to approve Resolution No. R2015-116 as amended.

City Manager Clay Pearson reported Council is being asked to authorize publication of notice of intention to issue Certificates of Obligation, in an aggregate principal amount not to exceed \$5,220,000, for the acquisition, construction and improvement of certain public works, authorizing distribution of a preliminary official statement relating to such series of certificates and authorizing certain other matters relating thereto.

BOSC, Inc. Financial Advisor John Robuck gave an overview of the Certificates of Obligation, Series 2015 and Permanent Improvement Bonds, Series 2015.

Discussion ensued between Council and Director of Finance Claire Bogard regarding the smaller projects to be paid with funds on hand instead of issuing debt.

Mayor Pro-Tem Carbone stated he would like to see the City pay for the smaller projects with funds on hand. He stated the City can issue Certificates of Obligation in the future if and when funds are needed.

Mayor Reid stated he would like to keep the funds on hand because it being hurricane season, and we are to think of the safety and welfare of the community. He stated if the City is hit by a hurricane, the City would have to borrow funds.

Councilmember Ordeneaux stated he can see both sides, but he is leaning towards what staff is proposing. He stated he does not want to be in the position that the City will have to pull some reserve funds to pay the City's part of matching funds.

Councilmember Hill stated in principal Mayor Pro-Tem Carbone makes sense.

Mayor Pro-Tem Carbone amended the motion, seconded by Councilmember Hill to issue Certificates of Obligation, in an aggregate principal amount not to exceed \$4,860,000.

Voting "Aye" Councilmembers Reed, Carbone and Hill.

Voting "No" Councilmembers Ordeneaux and Moore.

Motion Passes 3 to 2.

Director of Finance Claire Bogard stated this drops off Shadow Creek Ranch Trail, Green Tee Trail, Orange Street Service Center and Fire Station #3.

Mayor Pro-Tem Carbone clarified the motion stating four of the projects will not be paid with Certificates of Obligation but with the Capital Improvement Program funds, pay as you go. He further stated this is still moving forward with all the projects, the City will not be issuing debt, but will pay with funds on hand.

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

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

Voting "No" Councilmember Ordeneaux.

Motion Passed 4 to 1.

Council Action – Resolution No. R2015-119 – A Resolution of the City Council of the City of Pearland, Texas, awarding a bid for construction of the Tom Bass Park Waterline Project to Alcott, Inc., in the amount of \$453,635.00.

Councilmember Hill made the motion, seconded by Mayor Pro-Tem Carbone, to approve Resolution No. R2015-119.

Councilmember Ordeneaux left the Chambers at 7:35 p.m.

City Manager Clay Pearson reported Council is being asked to award a bid for construction of the Tom Bass Park Waterline Project to Alcott, Inc. in the amount of \$453,635.00.

Voting “Aye” Councilmembers Moore, Reed, Carbone, and Hill.

Voting “No” None.

Motion Passed 4 to 0, with Councilmember Ordeneaux absent from the Chambers.

Councilmember Ordeneaux returned to the Chambers at 7:38 p.m.

Council Action – Resolution No. R2015-118 – A Resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into a Lease Agreement with Webber, LLC for the use of City property (lay down yard/concrete batch plant) associated with the County Road 48 Widening Project from CR894 to Broadway Street.

Mayor Pro-Tem Carbone made the motion, seconded by Councilmember Hill, to approve Resolution No. R2015-118.

City Manager Clay Pearson reported Council is being asked for approval to enter into a Lease Agreement with Webber, LLC for the use of City property (lay down yard/concrete batch plant) associated with the County Road 48 Widening Project from CR894 to Broadway Street.

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

Voting “No” None.

Motion Passed 5 to 0.

First Reading of Ordinance No. 1514 – An Ordinance of the City Council of the City of Pearland, Texas, approving a settlement agreement between the Texas Coast Utilities Coalition of Cities and Centerpoint Energy Resources Corp., d/b/a Centerpoint Entex and Centerpoint Energy Texas Gas regarding the company’s statement of intent to change gas utility rates in its Texas coast division; declaring existing rates to be unreasonable; denying Centerpoint’s proposed increase; adopting tariffs that reflect rate adjustments consistent with the settlement agreement and finding the rates to be set by the attached tariffs to be just and reasonable; finding the City’s rate case expenses reasonable; directing Centerpoint to reimburse the City its reasonable rate case expenses; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; declaring an effective date; repealing any prior resolutions or ordinances inconsistent with this ordinance and requiring delivery of this ordinance to the company and legal counsel.

Mayor Pro-Tem Carbone made the motion, seconded by Councilmember Ordeneaux, to approve Ordinance No. 1514 on its First Reading.

City Attorney Darrin Coker reported that the Texas Coast Utilities Coalition's Counsel and Consultant recommended that the City deny CenterPoint's proposed increase of \$7.2 million but approve the proposed Settlement, which increases CenterPoint's annual revenue by \$4.9 million and will resolve some pending cases.

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

Voting "No" None.

Motion Passed 5 to 0.

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

EXECUTIVE SESSION UNDER TEXAS GOVERNMENT CODE

Council adjourned into Executive Session under Texas Government Code at 7:42 p.m. to discuss the following.

1. **Section 551.074 - Personnel Matters** – Regarding appointments to the City's various Boards and Commissions.
2. **Section 551.074 - Personnel Matters** – Regarding recent interim appointments to both Human Resources and Parks Department.

NEW BUSINESS:

Council returned from Executive Session at 8:45 p.m.

Council Action – Regarding appointments to the City's various Boards and Commissions.

Councilmember Hill made the motion, seconded by Mayor Pro-Tem Carbone to appoint Troy Pradia and Derrel Isenberg to the Planning and Zoning board, terms expiring November 1, 2016. Gary Shrum to the Zoning Board of Adjustments, term expiring November 1, 2017 and Goray Mookerjee to the Electrical Board, term expiring November 1, 2017.

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

Voting "No" None.

Motion Passed 5 to 0.

ADJOURNMENT

Meeting was adjourned at 8:47 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, JULY 27, 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 6:35 p.m. with the following present:

Mayor	Tom Reid
Mayor Pro-Tem	Tony Carbone
Councilmember	Derrick Reed
Councilmember	Gary Moore
Councilmember	Keith Ordeneaux
City Manager	Clay Pearson
City Attorney	Darrin Coker
City Secretary	Young Lorfing

Absent: Councilmember Greg Hill.

Others in attendance: Daniel Baum Deputy Fire Chief; Claire Bogard Director of Finance; Jon Branson Deputy City Manager; Matt Buchanan President of Economic Development Corporation; Trent Epperson Assistant City Manager; Chris Orlea Interim Director of Parks and Recreation; Michelle Graham Interim Director of Human Resource; Lata Krishnarao Director of Community Development; Frankie Legaux City Planner; Sue Polka Director of Engineering; Kim Sinistore Executive Director, Convention & Visitor's Bureau Advisory Board; Eric Wilson Public Works Director; Joel Hardy Grants Coordinator; Skipper Jones Assistant Director of Capital Projects; Michael Leech Assistant. Director, Public Works; John McCarter Management Assistant; Daniel McGhinnis Chief Information Officer; Bob Pearce Purchasing Officer; Lawrence Provins Deputy City Attorney; Jennifer Huhn Municipal Court Administrator.

The invocation was given by Councilmember Ordeneaux and the Pledge of Allegiance was led by Assistant Police Chief Johnny Spires.

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

CITIZEN COMMENTS:

Tyree Davis, 2138 Garden Road, addressed Council stating his concerns regarding land owners being responsible for cutting the grass between the fence and the City right-of-way. He further stated there are deep ditches on his property between the fence and the City right-of-way and he does not have the right equipment for that kind of job.

Carylon Flax, 3508 Red Acorn, addressed Council stating as a resident of the Village of Mary's Creek she has concerns with the noise and corrupt activity in the park. She stated she has contacted the police department several times regarding things going on in the park. She further stated she would like for the barrier wall to be extended in the Village of Mary's Creek for safety reasons and privacy for the residents.

PUBLIC HEARING: None

CONSENT AGENDA:

- A. Consideration and Possible Action – Approval Of Minutes:**

 - 1. Minutes of the July 8, 2015, Special Meeting, held at 6:00 p.m.

- B. Consideration and Possible Action – Second and Final Reading of Ordinance No. CUP 2015-07 – An Ordinance of the City Council of the City of Pearland, Texas, approving a **Conditional Use Permit (CUP) to allow for a Microbrewery Facility**, Being a 1.0699 acre tract of land out of Lot 1, Block 1 of Rice Drier Road Development subdivision as recorded in Plat 2015009262 of Brazoria County Plat Records, Brazoria County, Texas and being situated in the H.T. & B.R.R Co. Survey, Abstract 232, Brazoria County, Texas. **(Located at the 4000 Block of Rice Drier Rd., Pearland, TX)**, Conditional Use Permit Application No 2015-07, within the Light Industrial (M-1) zoning district, at the request of Valle Kauniste, applicant and owner; containing a savings clause, a severability clause, and an effective date and other provisions related to the subject.**

- C. Consideration and Possible Action – Second and Final Reading of Ordinance No. CUP 2015-08 – An Ordinance of the City Council of the City of Pearland, Texas, approving a **Conditional Use Permit (CUP) to allow for a Wireless Communications Tower**, Being Lot 9 in Block “P” of Allison Richey Gulf Coast Home Co. Survey and part of Suburban Gardens, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 3, Page 40 of the map records of Harris County, Texas, save and except the westerly ten feet (10’) conveyed to the county of Harris for the widening of Hooper Road in instrument recorded in Volume 988, Page 715 of the deed records of Harris County, Texas. **(Located at 15115 Hooper Road, Pearland, TX)**, Conditional Use Permit Application No 2015-08, within the Spectrum -3 (SP3) zoning district, at the request of Christine Lewis, authorized agent for Verizon Wireless, applicant; on behalf of Susie M. Lorance, 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. 1514 – An Ordinance of the City Council of the City of Pearland, Texas, approving a settlement agreement between the Texas Coast Utilities Coalition of Cities and Centerpoint Energy Resources Corp., d/b/a Centerpoint Entex and Centerpoint Energy Texas Gas regarding the company’s statement of intent to change gas utility rates in its Texas coast division; declaring existing rates to be unreasonable; denying Centerpoint’s proposed increase; adopting tariffs that reflect rate adjustments consistent with the settlement agreement and finding the rates to be set by the attached tariffs to be just and reasonable; finding the City’s rate case**

expenses reasonable; directing Centerpoint to reimburse the City its reasonable rate case expenses; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; declaring an effective date; repealing any prior resolutions or ordinances inconsistent with this ordinance and requiring delivery of this ordinance to the company and legal counsel.

- E. Consideration and Possible Action – Resolution No. R2015-128** – A Resolution of the City Council of the City of Pearland, Texas, authorizing a Master Services Agreement with Cobb Fendley for Program Management Services.
- F. Consideration and Possible Action - Resolution No. R2015-131** – A Resolution of the City Council of the City of Pearland, Texas, approving Task Orders 1A and 1B with Cobb Fendley for program management, construction management and construction observation services for the Hooper Road Project in the estimated amount of \$130,350.00.
- G. Consideration and Possible Action – Resolution No. R2015-126** – A Resolution of the City Council of the City of Pearland, Texas, awarding a contract for Ditch Cleaning Services with Donmar Grading, Inc., in the estimated amount of \$220,000.00 for the period of August 1, 2015 through July 31, 2016.
- H. Consideration and Possible Action – Resolution No. R2015-125** – A Resolution of the City Council of the City of Pearland, Texas, authorizing a contract with the University of Texas Health Science Center at Houston for the services of Richard Bradley, M.D. to be the EMS Medical Director, in the estimated amount of \$58,547.00 for the period of August 1, 2015 to July 31, 2016.
- I. Consideration and Possible Action – Resolution No. R2015-129** – A Resolution of the City Council of the City of Pearland supporting Brazoria County’s appointment of the City’s Public Works Director, Eric Wilson, to the Board of Directors of the Gulf Coast Water Authority (“GCWA”).
- J. Consideration and Possible Action** – Regarding the appointment of Michael Wilson to serve on the Parks, Recreation and Beautification Board in Position No. 6 for an unexpired term expiring November 1, 2017.

Councilmember Ordeneaux made the motion, seconded by Mayor Pro-Tem Carbone, to adopt Consent Agenda Items A through J as presented on the Consent Agenda.

Voting “Aye” Councilmembers Carbone, Reed, Moore, and Ordeneaux.

Voting “No” None.

Motion Passed 4 to 0, with Councilmember Hill absent.

NEW BUSINESS:

Council Input and Discussion – City Staff Task Force presentation on implementation of Citizen Perception Survey Recommendations from 2015.

City Manager Clay Pearson reported in an effort to leverage the results, and gain valuable insight into how City staff can improve services provided to the community, a Citizen Survey Task Force was formed. By bringing in a diverse group of employees to analyze the survey results, the City can then leverage that expertise to analyze results and innovate new and creative approaches to build on our strengths and address our weaknesses.

Project Manager Andrea Brinkley, Marketing Manager Tracy Rohrbacher, Administrative Assistant Arnae Fulton-Draughon, Aquatics Supervisor Bo Hahn, and Project Manager Jennifer Lee of the Survey Task Force group gave an overview of the Citizen Survey and presented their recommendations.

Councilmembers thanked the Survey Task Force group for the work, recommendations, and going into depth by talking to the citizens and getting their thoughts.

Second and Final Reading of Ordinance No. 1506-3 – An Ordinance of the City Council of the City of Pearland, Texas, amending Ordinance No. 1506-2, the 2014-2015 Annual Budget Ordinance; authorizing the City Manager or his designee to take all actions necessary to facilitate the changes identified herein; providing a savings clause, a severability clause, a repealer clause, and an effective date.

Mayor Pro-Tem Carbone made the motion, seconded by Councilmember Moore, to approve Ordinance No. 1506-3 on its Second and Final Reading.

Lance Foss, 1409 O'Day Road #57, addressed Council stating the Mayor, Councilmembers and Staff are the best and Pearland is a great place to live. The City has a great internet and an effective way to communicate with City Council. He further stated his concerns regarding the budget, over spending, and under spending.

City Manager Clay Pearson reported Council is being asked to approve a revised budget for the 2014-2015 fiscal year based on fiscal year 2015 year-end projections. The revised budget is based on revenue and expenditure projections for the fiscal year completed as part of the fiscal year 2016 budget process.

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

Voting "No" None.

Motion Passed 4 to 0, with Councilmember Hill absent.

Council Action – Resolution No. R2015-124 – A Resolution of the City Council of the City of Pearland, Texas, approving the U. S. Department of Housing and Urban Development Community Development Block Grant Program year 2015/fiscal year 2016 Annual Action Plan.

Councilmember Reed made the motion, seconded by Councilmember Moore, to approve Resolution No. R2015-124.

City Manager Clay Pearson reported Council is being asked to approve the U.S. Department of Housing and Urban Development Community Development block Grant Program Year 2015/Fiscal Year 2016 Annual Action Plan.

Voting "Aye" Councilmembers Moore, Reed, and Ordeneaux.

Voting "No" Mayor Pro-Tem Carbone.

Motion Passed 3 to 1, with Councilmember Hill absent.

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

ADJOURNMENT

Meeting was adjourned at 7:19 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 SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, HELD ON MONDAY, AUGUST 10, 2015 AT 6:00 P.M., IN THE COUNCIL CHAMBERS, CITY HALL, 3519 LIBERTY DRIVE, PEARLAND, TEXAS.

Mayor Reid called the meeting to order at 6:03 p.m. with the following present:

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

Others in attendance: Daniel Baum Deputy Fire Chief; 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; Chris Orlea Interim Director of Parks and Recreation; Michelle Graham Interim Director of Human Resource; Lata Krishnarao Director of Community Development; Sue Polka Director of Engineering; Kim Sinistore Executive Director, Convention/Visitors Bureau; Eric Wilson Public Works Director; Sparkle Anderson Communications Manager; Joel Hardy Grants Coordinator; Skipper Jones Assistant Director of Capital Projects; Michael Leech Assistant Director, Public Works; John McCarter Management Assistant; Daniel McGhinnis Chief Information Officer; Jennifer Huhn Municipal Court Administrator; Letitia Farnie Honorable Municipal Court Judge.

Executive Session under Texas Government Code

Council adjourned into Executive Session under Texas Government Code at 6:05 p.m. to discuss the following:

- 1. Section 551.071 - Consultation with City Attorney –**
Regarding confidential information subject to the attorney/client privilege associated with Municipal Utility Districts.
- 2. Section 551.087 - Consultation with City Attorney –**
Regarding Economic Development Negotiations.

NEW BUSINESS CONTINUED:

Council returned from Executive Session at 6:35 p.m.

Council Action – Regarding confidential information subject to the attorney/client privilege associated with Municipal Utility Districts.

No Council action taken.

Mayor Pro-Tem Carbone left the Chambers at 6:35 p.m.

Council Action – Regarding Economic Development Negotiations.

Councilmember Ordeneaux made the motion, seconded by Councilmember Hill, for consideration and approval to the Pearland Economic Development Corporation amendment to the loan agreement Prospect Number 1503 for an additional \$200,000. incentive.

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

Voting “No” None.

Motion Passed 4 to 0, with Mayor Pro-Tem Carbone absent from the Chambers.

Mayor Pro-Tem Carbone returned to the Chambers at 6:36 p.m.

Councilmember Ordeneaux made the motion, seconded by Mayor Pro-Tem Carbone, for consideration and approval of the Development Agreement related to Pearland Economic Development Prospect Number 1503 and authorizing the City Manager to execute the agreement.

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

Voting “No” None.

Motion Passed 5 to 0.

ADJOURNMENT

Meeting was adjourned at 6:37 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:	August 24, 2015	ITEM NO.:	R2015-148
DATE SUBMITTED:	August 14, 2015	DEPT. OF ORIGIN:	Finance
PREPARED BY:	Bob Pearce	PRESENTOR:	Daniel McGhinnis
REVIEWED BY:	Jon R. Branson	REVIEW DATE:	August 18, 2015
SUBJECT: Resolution No. R2015-148; A Resolution of the City Council of the City of Pearland, Texas, awarding various hardware, service and maintenance contracts to Securadyne Systems LLC, in the estimated amount of \$78,393.644.			
EXHIBITS: R2015- Securadyne Systems DIR price quotations.			
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: \$78,393.64		AMOUNT BUDGETED: \$78,393.64	
AMOUNT AVAILABLE: \$78,393.64		PROJECT NO.:	
ACCOUNT NO.: 010-1085-554-30-00; 010-3340-553-01-00			
ADDITIONAL APPROPRIATION REQUIRED:			
ACCOUNT NO.:			
PROJECT NO.:			
To be completed by Department:			
Finance	Legal	Ordinance	Resolution

EXECUTIVE SUMMARY

BACKGROUND

Since the design and completion of the Public Safety Building, the City has standardized secured access (and surveillance equipment at PSB and Recreation Center/Natatorium) for City facilities with Securadyne Systems Texas, LLC. The equipment included herein and associated maintenance are in keeping with industry standards, and these measures are currently in use at the City Hall/Community Center, Fire Administration, Hillhouse Service Center, Fire Station Nos. 2 and 3, as well as the RCN. The system allows for secured access to

facilities via proximity cards in conjunction with surveillance cameras, with access controlled centrally by Information Technology (IT) and Facility Maintenance staff.

The cost for supporting service and maintenance agreements (including software) for the equipment currently in service at the facilities listed above is of an ongoing nature and rises as the City adds facilities. With the currently-needed facility service agreement add-ons as identified below, the annual cost will now exceed \$50,000, necessitating Council action for approval. These agreements are imperative to the ongoing viability of the City's security system, as they assure timely repair of any malfunctioning equipment and updates to the management software as they occur (agreements will be consolidated in future years to facilitate any price discounts available, and to enhance review and oversight of overall system).

The costs of the various maintenance items are as follows:

- Proximity card (all affected facilities) and camera (Public Safety Building) hardware maintenance, with 4 hour on-site response for critical care calls - \$49,800.
- Proximity card software license and maintenance - \$6,377.80.
- Milestone camera software license and maintenance - \$7,038.27.
- Hardware/installation for equipment to incorporate RCN cameras into City's Milestone software system located at Public Safety Building - \$15,177.57.

SCOPE OF CONTRACT

Provision of service, maintenance and software for the City's secured access system throughout the City's affected facilities.

BID AND AWARD

The equipment and services included in this recommended award are available and priced through the Texas Department of Information Resources cooperative purchasing contract. The contract meets all requirements of Local Government Code 252 related to competitive bidding by Texas municipalities.

SCHEDULE

Necessary equipment as identified above for activating the RCN on the Securadyne software and maintenance platform will be secured and installed as soon as possible. Repairs and maintenance for all affected City facilities pursuant to the service agreements will be conducted on an as-needed basis, as determined by City of Pearland IT and Facility Maintenance staff.

RECOMMENDED ACTION

A Resolution of the City Council of the City of Pearland, Texas, awarding various hardware, service and maintenance to Securadyne Systems LLC in the estimated amount of \$78,393.64.

RESOLUTION NO. R2015-148

**A Resolution of the City Council of the City of Pearland, Texas,
awarding service and maintenance contracts to Securadyne Systems
LLC in the estimated annual amount of \$78,393.64.**

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

Section 1. That the City obtained State of Texas Department of Information Resources cooperative contract pricing for the purchase of service and maintenance, and such pricing has been reviewed and tabulated.

Section 2. That the City Council hereby awards the bid to Securadyne Systems LLC., in the unit supply amounts reflected in the Securadyne cost proposals, attached hereto.

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

Safety & Security Solution Proposal

City of Pearland - PD

2555 Cullen Parkway
Pearland, TX 77581

August 13, 2015

John Knight

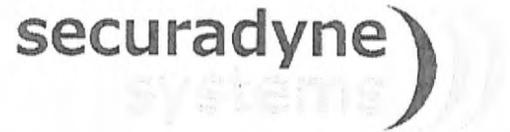
Proposal Submitted

By

securadyne 

Proposal No. 6709-1-0

245 West Airtex Boulevard
Houston, TX 77090



August 13, 2015

John Knight
City of Pearland - PD
2555 Cullen Parkway
Pearland, TX 77581

Dear John Knight,

Securadyne Systems is pleased to present the following safety and security solution proposal for your review. Securadyne Systems has the expertise as well as the solutions to ensure that your needs are fully realized with a powerful, versatile architecture that meets and exceeds all of your technical and business requirements. Our qualified team will deliver a custom solution and superior services for City of Pearland - PD.

Based on our extensive discussions and needs analysis, Securadyne Systems is confident we understand your current and future operational requirements. The Securadyne Systems team responsible for your solution design and for the management of your project has extensive experience in the Physical Security and Life Safety Industries. The combination of industry experience and technical knowledge make Securadyne Systems the best partner for your current and future needs.

The Securadyne Systems team is thankful for the opportunity to meet with you and to provide City of Pearland - PD with a robust solution that will grow with your business. We look forward to a long-term and synergistic partnership.

Sincerely,

Dick Gunn

Enterprise Account Executive
Securadyne Systems
832-232-0617
Dick.Gunn@Securadyne.com

Statement of Work

Place of Performance
City of Pearland - PD
2555 Cullen Parkway
Pearland, TX 77581

Primary Point of Contact
John Knight
City of Pearland - PD
(281) 652-1601
jknight@ci.pearland.tx.us

Place of Performance

City of Pearland

Primary contact:

John Knight
IT Manager
jknight@ci.pearland.tx.us
(281) 652-1601

Background

Pearland requested we work with Milestone to forgive the standard 3 year SLC for the PD cameras and VMS software. This was mandatory due to the lapse in continues coverage. After making our case that we anticipate a long term relationship with the City of Pearland and our history of successful Milestone installations they accepted our proposal.

Objectives

Install the latest software upgrades that include the following;

One common installer

A new common installer for all XProtect Professional VMS Products, from XProtect Go to XProtect Enterprise, simplifies the deployment process.

Simplified upgrade

The release of XProtect Professional VMS Products 2014 includes significantly improved licensing flow which simplifies and reduces time spent performing product updates. This simplification applies to processes updating to a new version of the original product and updating to a more advanced Milestone product.

Update notification

XProtect Professional VMS Products 2014 introduces capabilities that enable users to see notifications in the Management Application of any new software release and new device packs available when connected to the internet.

Simple map

The release of XProtect Essential 2014 and XProtect Express 2014 offers XProtect® Smart Client 2014 users a complete overview of the installation with support for single-layer, interactive maps.

Automatic motion detection sensitivity adjustment

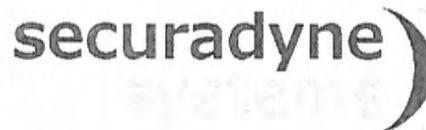
To simplify part of the configuration process a new automatic sensitivity control for recording server-based motion detection adjusts the sensitivity level to optimize the motion detection algorithm for background noise levels in the video stream.

XProtect Professional VMS Products 2014 licensing

The principle for licensing cameras and other devices connected to one of the XProtect Professional VMS Products has changed so it is based on the actual hardware devices connected to the system. This, for instance, means that a multi-channel video encoder now only requires one license when connected to one of the XProtect Professional VMS Products 2014 systems, whereas one device license per used channel in the encoder was required in earlier versions.

Support for generic events in XProtect Express 2014

Securadyne Systems
 245 West Airtex Boulevard
 Houston, TX 77090
 Phone: 281-876-7004
 Fax: 281-876-1966
 www.securadyne.com



Enables easy and fast integration of third-party applications and systems via a simple message-based socket communications interface.

Supported languages

Support for Korean language is now included in both products and related documentation.

Scope

Install the upgrades test and inspect system for operation.

Use the existing Securadyne DIR contract.

Securadyne Systems Texas, LLC

URL Vendor Website

DIR Contract Number

Vendor ID 352434716 Contract Term End Date

HUB Type Non HUB Contract Exp Date

Securadyne Systems Texas, LLC DIR

Contact Terry King Contact Phyllis Benitez

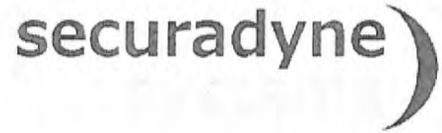
Phone (512) 971-0905 Phone (512) 463-4854

Fax (512) 835-8807 Fax (512) 475-4759

Inclusions and Exclusions

	Include / Exclude			Included / Exclude	
AutoCad plans & drawing files	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Stub-ups & Back Boxes	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Submittals	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Back Boxes	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Permits	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Conduit	<input type="checkbox"/>	<input checked="" type="checkbox"/>
System Training	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Coring	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Network Cabling & Infrastructure	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fire Stopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Telephone Line	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Patch & Touch-up Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>
120vac Power	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Door/Frame Preparation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Locking Hardware	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Construction Equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Securadyne Systems
245 West Airtex Boulevard
Houston, TX 77090
Phone: 281-876-7004
Fax: 281-876-1966
www.securadyne.com



Customer Number: 1013666

City of Pearland - PD

2555 Cullen Parkway

Pearland, TX 77581

Contact: John Knight

Phone: (281) 652-1601

Email: jknight@ci.pearland.tx.us

Proposal No.: 6709-1-0

Date: August 13, 2015

Your Reference:

Valid To: September 12, 2015

Payment Terms: Net 30

Quoted By: Dick Gunn

Phone: 832-232-0617

Email: Dick.Gunn@Securadyne.com

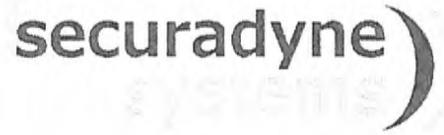
base license	\$457.05
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camera licens	\$6,581.22
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Investment Summary

Total Proposal Amount:	\$7,038.27
Deposit Due in Advance:	\$2,111.48
Balance Due Upon Completion:	\$4,926.79

Sales Tax will be included on the invoice at the time of billing if applicable.



By _____
Sales Representative Signature

By: _____
Client Signature

By Dick Gunn
Sales Representative Printed Name

By: _____
Client Printed Name

Date _____

Date: _____

Approved _____
Authorized Representative Signature
Securadyne Systems

Authorized Representative Signature
City of Pearland - PD



150002487

City of Pearland
Attn: Accounts Payable
PO Box 2719
Pearland TX 77588-2719

Contact Person : Carl Wolfe
Phone : +1 2819974631
Email : cwolfe@ci.pearland.tx.usa

Quotation No. : 14040
Date : Jan 7, 2015
Your Reference : JOHNS SOFTWARE MAINTENANCE
Valid To : Feb 7, 2015
Payment Terms : 30 days net
Customer Number : 1002018
Quoted By : John Northway
Phone : +1 (832) 232-0626

PSB

Product	Description	Total (USD)
SWM-SUB	OO:SW Maintenance Per Sub-Controller <i>software</i>	80 Each
SWM-CWS	OO:SW Maintenance Per Client Workstation	10 Each
SWM-IPID	OO:SW Maintenance Per Photo-ID Station	2 Each
SWM-MISC	OO:SW Maintenance Per Misc. Driver/Custo	1 Each
SWM-DVR	OO:SW Maintenance Per DVR Integration Dr	1 Each
SWM-ODX	OO:SW Maintenance for OpenDX	1 Each

open option DNA

Total Price Before Tax 6,377.8 USD

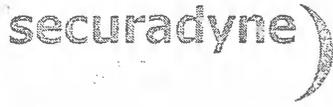
Total Solution Price 6,377.8 USD

Customer Note :

DNA-01018

Securadyne Systems Texas, LLC
URL Vendor Website
DIR Contract Number DIR-SDD-2232
Vendor ID 352434716 Contract Term End Date
HUB Type Non HUB Contract Exp Date
Securadyne Systems Texas, LLC DIR
Contact Terry King Contact Phyllis Benitez
Phone (512) 971-0905 Phone (512) 463-4854
Fax (512) 835-8807 Fax (512) 475-4759

Initial _____



R:

City of Pearland
Attn: Accounts Payable
PO Box 2719
Pearland TX 77588-2719

Contact Person : John Knight

Quotation No. : 16373
Date : Apr 13, 2015
Your Reference : PLATINUM PD CTY HL QTR FS3
Valid To : May 13, 2015
Payment Terms : 30 days net
Customer Number : 1002018
Quoted By : Dick Gunn
Phone : +1 8322320617

Product	Description	Total (USD)
ENT-20000000	Platinum Package	1 Year
Above pricing reflects Securadyne DIR Contract DIR-SDD-2232 - Securadyne Maintenance Service in accordance with exhibit "A".		

Total Price Before Tax 49,800 USD

Total Solution Price 49,800 USD

Customer Note :

One year agreement total, City Hall/Community Center, Fire EMS , quarter master door, Fire station #3, Police/Courts extension from last year expires 5-1-16 \$49,800.00.
Platinum Service Agreement:
Benefits of a Platinum Service Agreement include 24x7 call handling and 24x7 service hours³. Receive priority over Customers without a service agreement with our 8-hour response time for non-emergency calls¹ and 4-hour on-site response for critical component calls². Have equipment repaired/replaced inclusive of labor and materials. Avoid downtime with provided loaner equipment during parts repair/replacement. Receive a 5% discount on Move-Add-Change contracts (< \$10k).

Multi-year Service Agreements annual price shall automatically increases 10% per year.

- On-site response for non-emergency items will be provided within the stated period once receiving notification of a non-emergency condition, as determined by the customer and Securadyne Systems. Non-emergency conditions are failures at an individual component level resulting in minimal impact to the overall operation of the facility.
- On-site response for critical components will be provided within the stated period once receiving notification of a critical emergency condition, as determined by the customer and Securadyne Systems. Critical emergencies are failures at a system or panel level and would result in the loss of the entire section of a building or place the facility at high risk.
- "Service hours" refers to the hours during which service is provided. Any services calls performed outside of the stated range are billable at standard T&E hourly rates.

Initial _____



City of Pearland - Rec Ctr
 4141 Bailey Rd.
 Pearland TX 77584

Contact Person : Heather Smith

Quotation No. : 10176
Date : August 3, 2015
Valid To : November 3, 2015
Payment Terms : 30 days net
Customer Number : 1013667
Quoted By : Dick Gunn
Phone : +1 8322320617

Product	Description	Total (USD)
QUOTE	Milestone HM50738N1010040 16GB 16TB	1 Each
S118_BR11	Installation	24 Hour(s)

Total Price Before Tax 15,177.57 USD
 Total Solution Price 15,177.57 USD

Customer Note :

Securadyne Systems Texas, LLC

URL [Vendor Website](#)
 Vendor ID 352434716
 HUB Type Non HUB
 Securadyne Systems Texas, LLC
 Contact Terry King

DIR Contract Number DIR-SDD-2232
 Contract Term End Date 7/11/2014
 Contract Exp Date 7/11/2017
 DIR
 Contact [Phyllis Benitez](#)

Phone (512) 971-0905
 Fax (512) 835-8807

Phone (512) 463-4854
 Fax (512) 475-4759

Initial _____

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

AGENDA OF:	August 24, 2015	ITEM NO.:	R2015-146
DATE SUBMITTED:	August 17, 2015	DEPT. OF ORIGIN:	Finance
PREPARED BY:	Bob Pearce	PRESENTOR:	Vance Riley
REVIEWED BY:	Jon R. Branson	REVIEW DATE:	August 18, 2015
SUBJECT: Resolution No. R2015-146 A Resolution of the City Council of the City of Pearland, Texas, awarding a bid for Fire Department Medical Screening Services to Kelsey-Seybold Clinic, in the estimated amount of \$135,750.00 for the period of September 14, 2015 through September 13, 2016.			
EXHIBITS: Resolution #R2015-146 Pricing Scoring Average Fire Fighter Medical Exams Memo			
FUNDING:			
<input type="checkbox"/> Bonds To Be Sold	<input type="checkbox"/> Grant	<input type="checkbox"/> Developer/Other	<input type="checkbox"/> Cash
<input type="checkbox"/> Bonds- Sold	<input type="checkbox"/> L/P – Sold	<input type="checkbox"/> L/P – To Be Sold	
EXPENDITURE REQUIRED: \$135,750 (est.)		AMOUNT BUDGETED: \$205,990	
AMOUNT AVAILABLE: \$205,990			
ACCOUNT NO.: 010-2320-556-07-00		PROJECT NO.: N/A	
ADDITIONAL APPROPRIATION REQUIRED: N/A			
ACCOUNT NO.:			
PROJECT NO.:			
To be completed by Department:			
Finance	Legal	Ordinance	X Resolution

EXECUTIVE SUMMARY

BACKGROUND

In 2013, the City issued a competitive solicitation for annual medical screenings for Fire Department suppression personnel in accordance with the recommendations of the National Fire Safety Association (NFPA), and subsequently awarded a contract to a 3rd party provider. At this year’s renewal, Fire Department management staff expressed

general dissatisfaction with the quality of service provided by the previously-awarded vendor, and solicited proposals.

NFPA medical exams are a critical component to ensuring the wellness and readiness of our firefighters. Contracting with a provider that can provide an exam that focuses specifically on the NFPA standard for firefighters is essential to their safety. This exam will be more detailed and focuses on health and wellness as it relates to the profession.

SCOPE OF CONTRACT

One (1) year agreement with two (2) renewal options for one year for NFPA medical examinations for Pearland firefighting personnel as ordered by the City of Pearland Fire Chief or his designee.

BID AND AWARD

Five proposals were received and reviewed by Mark Campise, Daniel Baum, and Vance Riley. It was determined that two of the vendors did not meet the requirements set forth in the RFP (one previously contracted for service). Site visits were conducted with the remaining three (Kirkwood Medical Associates, Memorial Hermann and Kelsey-Seybold Clinic). Each of the three locations were scored according to their facilities and the process through which an exam would be executed. After completion of the site visits it was determined that Memorial Hermann and Kelsey-Seybold Clinics were the leading two companies for the award. Memorial Hermann did not have audiogram equipment at the time of the site visit and staff would need to visit two facilities to complete all components of the exam as well as it was not an option to have blood work drawn prior to the doctor's visit. The Kelsey-Seybold Clinic houses all needed components of the NFPA medical exam under one roof and they currently practice occupational health programs that fit our needs. Based on these variables it was determined that Kelsey-Seybold Clinic should be awarded the contract. Also, since Kelsey-Seybold is the provider of our employees insurance, it may be of benefit to our employees pending results of their exam.

SCHEDULE

Kelsey-Seybold Clinic will provide medical screenings for Fire Department firefighting personnel for annual screenings on an as-needed basis throughout the year.

CURRENT AND FUTURE FUNDING /FINANCIAL IMPACTS

Funding for these services will come from the General Fund.

RECOMMENDED ACTION

A Resolution of the City Council of the City of Pearland, Texas, awarding a bid for Fire Department Medical Screening Services to Kelsey-Seybold Clinic, in the estimated amount of \$135,750.00 for the period of September 14, 2015 through September 13, 2016.

RESOLUTION NO. R2015-146

A Resolution of the City Council of the City of Pearland, Texas, awarding a bid for Fire Department medical screening services to Kelsey-Seybold in the estimated amount of \$135,750.00 for the period of September 14, 2015 through September 13, 2016.

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

Section 1. That competitive bids for Fire Department medical screening services have been reviewed and tabulated.

Section 2. That the City Council hereby awards the bid to Kelsey Seybold, in the amount of \$135,750.00.

Section 3. The City Manager or his designee is hereby authorized to execute a contract for Fire Department Medical Screening 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

**0615-53 RFP Medical Screenings for Fire Department
PRICING RECAP**

Factors	Any Lab	Kelsey- Seybold	Kirkwood	Medical Screenin Services	Memorial Hermann Medical Group
Year - One Base Line Examination & Every 5 Years	\$ 256.00	\$ 400.42	\$ 335.00	\$ 288.00	\$ 382.00

**0615-53 RFP Medical Screenings for Fire Department
EVALUATION FACTORS - SCORING AVERAGES**

Evaluators: Mark Campise, Daniel Baum, Vance Riley

Factors	Any Lab	Kelsey-Seybold Clinics	Kirkwood Medical Associates / Company Care	Medical Screening Services	Memorial Hermann Medical Group
Rates (max 40 pts.)	35	25	30	30	30
Qualifications/Experience (max 20 pts.)	5	20	15	10	15
Facility Visit (max 20 pts.)	0	20	15	0	15
References (max 20 pts.)	0	20	15	10	15
TOTALS	40	85	75	50	75

Notes:	<p>After reviewing the proposals, it was determined that 3 of the 5 companies that submitted proposals present a program that is conducive to the needs of which we sought out in the RFP. All 5 RFPs were scored in the first two fields (Rates/Expenses and Qualifications/Experiences). The two companies with the lowest scores of the first two fields were pulled from the review process as it was determined that the companies would not provide a service to meet the needs of the program. References were checked for Kelsey-Seybold, Memorial Hermann, and Kirkwood Medical Associates. References was also scored for Medical Screening Services based on the City of Pearland Fire Departments past 3 annual occasions service.</p> <p>Site Visits were conducted at Kelsey-Seybold Pearland, Memorial Hermann Pearland, and Kirkwood Medical/Company Care Clinic Pasadena. The scoring reflects the notable differences between the three being that Kelsey has all components of the exam in one location; Memorial Hermann does not yet have the equipment for audiogram (hearing tests) at the Pearland location and also required PTs to go to another facility for x-rays; and Kirkwood Medical Services in not located in Pearland and does not schedule appointments for PTS (takes walk-ins).</p>
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Memo

To: Clay Pearson, City Manager

From: Vance Riley, Fire Chief

CC: Jon Branson, Deputy City Manager; Trent Epperson, Assistant City Manager; Claire Bogard, Director of Finance; Michelle Graham, Interim Director of Human Resources

Date: 12 August 2015

Re: Fire Fighter Medical Exams

8/13/2015

To: Mayor and City Council members
Employment medical exam contract upcoming for consideration.
Clay

PFD has been conducting annual occupational medical evaluations for its fire fighters for many years following the recommendations of National Fire Protection Standard (NFPA) 1582.

Because of the common use of NFPA 1582 nationally among fire departments there are many national medical groups that provide a 'mobile' NFPA 1582 exam service. We have used at least two of those mobile services in Pearland with mixed results. It wasn't clear that the last mobile service fully comprehended the NFPA standard and the actual physical exam was minimal, at best. A disadvantage to national mobile services is the lack of accessibility for a member to review their records and/or readily obtain copies of their exam results. In late 2014 we located a highly recommended fix-based physician in Sugar Land that provided NFPA medical exams for Sugar Land, Missouri City, and Stafford at a reasonable rate. Working with Purchasing we chose to recommend a professional services contract which was declined by Mayor & Council in January 2015.

Over the past several months, PFD has been working with Human Resources, Legal and Finance to rewrite the RFP for medical screenings. Five vendors responded to the new RFP that was released in June 2015.

We have reviewed and scored all five proposals. After review it was determined that two of the vendors (one previously contracted) did not meet the requirements set forth in the RFP. The remaining three vendors were Kelsey-Seybold (K-S), Memorial Hermann (MH) and Kirkwood Medical Associates/Company Care Clinic (CCC).

Site visits were conducted at all three vendor locations. After completion of the site visits, it was determined that two companies met the expectations of the RFP and PFD's needs. K-S and MH (both in Pearland) were contacted and interviewed in an effort to ensure their understanding of the RFP and the needs of PFD.

MH Group scored very well in the process, however at the time of the site visit and interviews they did not have all equipment in place (audiogram equipment, e.g.). Also, fire fighters would

have to visit two facilities to complete all components of the exam (x-rays at imaging center, separate building from doctor's office).

Though the K-S exams costs are just slightly (\$20 or 1%) more per exam than MH, PFD is recommending that we pursue a contract with K-S to provide the NFPA Medical Exams. The K-S facility houses all needed components of the medical exam under one roof as well as currently has an active existing occupational health medicine program (both public and private industry) that will fit our needs. They will provide a doctor in the Pearland location to oversee and evaluate each of our fire fighters' exams. The doctor selected will understand the NFPA standard and perform the exam to that standard. Also, since K-S is a provider of our employee medical insurance, it maybe be of benefit to our fire fighters. For example, the NFPA physician may request additional information or testing from the fire fighter that is already available in the fire fighter's K-S medical records. The proposed costs for new entry level and annual exams is within budget.

We are pleased to recommend a local, experienced, vendor for our fire fighter medical exams. . If you have any questions, please do not hesitate to contact us. Thank you for your time and consideration.

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

AGENDA OF: August 24, 2015	ITEM NO.: Resolution No. R2015-147
DATE SUBMITTED: August 17, 2015	DEPT. OF ORIGIN: PEDC
PREPARED BY: Valerie Marvin	PRESENTOR: Matt Buchanan
REVIEWED BY: Matt Buchanan	REVIEW DATE: August 17, 2015
 SUBJECT: Resolution No. R2015-147: A Resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into a Reimbursement Agreement with the Pearland Economic Development Corporation, Letter Financing Agreements with the Lower Kirby Pearland Management District and Pearland Municipal Management District No.1, and an Engineering Services Agreement with LJA Engineering, Inc., associated with the preparation of a preliminary engineering report for South Spectrum Boulevard.	
 EXHIBITS: R2015-147, Aerial Map, Reimbursement Agreement, Letter Financing Agreements, Engineering Services Agreement	
 FUNDING:	
<input type="checkbox"/> Bonds To Be Sold	<input type="checkbox"/> Grant
<input type="checkbox"/> Bonds- Sold	<input type="checkbox"/> Developer/Other
	<input type="checkbox"/> Cash
	<input type="checkbox"/> L/P – Sold
	<input type="checkbox"/> L/P – To Be Sold
 EXPENDITURE REQUIRED: N/A	
AMOUNT BUDGETED:	
AMOUNT AVAILABLE:	
PROJECT NO.:	
ACCOUNT NO.:	
ADDITIONAL APPROPRIATION REQUIRED:	
ACCOUNT NO.:	
PROJECT NO.:	
 To be completed by Department:	
Finance	X Legal
Ordinance	X Resolution

EXECUTIVE SUMMARY

One of the nine strategies in the Pearland 20/20 Strategic Plan is to implement the recommendations of the Lower Kirby Urban Center Master Plan and Implementation Strategy. The Pearland Economic Development Corporation (PEDC) and the City of Pearland, in 2009, developed a market-based master plan and implementation strategy for the Lower Kirby Urban Center, which creates a unified identity and maximizes its regional location advantages. The key issues addressed by the plan include: drainage; transportation access, linkages and transit; revision of the existing zoning and development standards; incorporating new development with existing uses; evolving the existing municipal management districts; and incorporating public parks and open spaces.

In the master plan, South Spectrum Boulevard was identified to be a major west-east corridor in the Lower Kirby area to facilitate additional development to the east of Kirby Drive and to connect to SH288. The proposed roadway has also been incorporated in the City's Major Thoroughfare Plan. The roadway will be on the southern boundary of the proposed Tool-Flo parcel and will provide access to multiple lots for potential new businesses. The name of the street may change.

South Spectrum Boulevard is planned in phases to connect Kirby Drive to the existing portion of South Spectrum Boulevard/Waterlights Parkway to Hwy 288. The roadway is proposed to be located along the same route as the Lateral No. 1 drainage ditch that was created to drain the Kirby Drive extension. Box culverts will be used to enclose the ditch, as approved at the August 10, 2015 City Council meeting. Due to general interest increasing around the area, Staff believe it is time to begin planning the roadway project in anticipation of future growth. To initiate the first steps, staff have requested a proposal to prepare a preliminary engineering report (PER) that will determine an appropriate alignment to make the roadway connection and define appropriate locations for related utilities and drainage.

The resolution for City Council's consideration has three components:

1- Reimbursement Agreement –

A reimbursement agreement between the PEDC and City of Pearland for the PEDC to provide the City the necessary funds to finance the cost of the PER. The PEDC will fund the actual cost of the PER, which is contingent on the City and the Lower Kirby Pearland Management District (LKPMMD) and Pearland Municipal Management District No. 1 (PMMD1) entering into Letter Financing Agreements (LFA). At its August 5th meeting, the Pearland Economic Development Corporation (PEDC) approved a reimbursement agreement with the City of Pearland for a South Spectrum Boulevard PER to be performed. City staff will manage the consultant in preparing the PER.

2- Letter Financing Agreements –

Letter Financing Agreements (LFA) between the City, LKPMMD and PMMD1 are proposed to allow the City to finance the cost of the PER and be reimbursed for such costs. The LFAs are written in accordance with the master Financing Agreements between the City of Pearland and the Districts as entered in February 6, 2014, to provide for the financing and construction of facilities to serve the land with the Districts.

The master agreements outline the process by which the City and the Districts will work together to finance infrastructure in the Lower Kirby Urban Center. The City and Districts will agree, on a case by case basis, for the City to provide advance funding to the Districts in order to facilitate development. When the City and Districts agree to a specific project they will enter into a LFA for each individual project prior to funding, design and construction of improvements.

Attached are LFAs for the preparation of a PER for South Spectrum Boulevard that has been approved by both Districts. The City, LKPMMD, and PMMD1 have also previously entered into Letter Financing Agreements for improvements related to regional detention projects and Hooper Road.

3- Engineering Services Agreement –

Also attached is a professional services agreement with LJA Engineering for \$214,137 for preliminary engineering services. The PER will include: survey for metes & bounds descriptions to acquire easements and any remaining right of way, topographic survey, geotechnical study, environmental services including wetlands delineation and a limited site assessment, drainage study, preliminary construction drawings, and a preliminary construction cost estimate. The PER will be used to finalize the

roadway design in anticipation of going to construction for a portion of the roadway in FY 2016-2017.

CURRENT AND FUTURE CIP FUNDING / FINANCIAL IMPACTS / DEBT SERVICE

Year	To Date	2016	2017	2018	2019	Total
Budget		\$ 250,000				\$ 250,000
Prior Expenditures						
PER		214,137				214,137
Land/ROW						-
Design/Survey						-
Construction						-
FF&E						-
Current Request						
						-
Future Expenditures						
PER						-
Land/ROW						-
Design/Survey						-
Construction						-
FF&E						-
Total Expenditures	\$ -	\$ 214,137	\$ -	\$ -	\$ -	\$ 214,137
Remaining Balance	\$ -	\$ 35,863	\$ 35,863	\$ 35,863	\$ 35,863	\$ 35,863

Debt Sold		-				
Debt to Be Sold		-				
Annual Debt Service		-				

O&M IMPACT INFORMATION

Year	2015	2016	2017	2018	2019
Operation and Maintenance Costs	\$ -	\$ -	\$ -	\$ -	\$ -

RECOMMENDED ACTION

Consideration and approval of a resolution approving a Reimbursement Agreement with the PEDC, Letter Financing Agreements with Lower Kirby Pearland Municipal Management District and Pearland Municipal Management District No. 1, and an Engineering Services Agreement with LJA Engineering Inc., for the preparation of a preliminary engineering report for South Spectrum Boulevard and authorizing the City Manager to execute the agreements.

RESOLUTION NO. R2015-147

A Resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into a Reimbursement Agreement with the Pearland Economic Development Corporation, Letter Financing Agreements with the Lower Kirby Pearland Management District and Pearland Municipal Management District No.1, and an Engineering Services Agreement in the amount of \$214,137.00 with LJA Engineering, Inc., associated with the preparation of a preliminary engineering report for South Spectrum Boulevard.

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

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

Section 2. That certain Letter Financing Agreements by and between the City of Pearland and the Lower Kirby Pearland Management District and Pearland Municipal District, copies of which are attached hereto as Exhibit "B" and made a part hereof for all purposes, are hereby authorized and approved.

Section 3. That certain Engineering Services Agreement, by and between the City and LJA Engineering, Inc., a copy of which is attached hereto as Exhibit "C" and made a part hereof for all purposes, is hereby authorized and approved.

Section 4. That the City Manager or his designee is hereby authorized to execute and the City Secretary to attest the Reimbursement Agreement, Letter Financing Agreements, and Engineering Services Agreement attached hereto.

PASSED, APPROVED and ADOPTED this the _____ day of _____,
A.D., 2015.

TOM REID
MAYOR

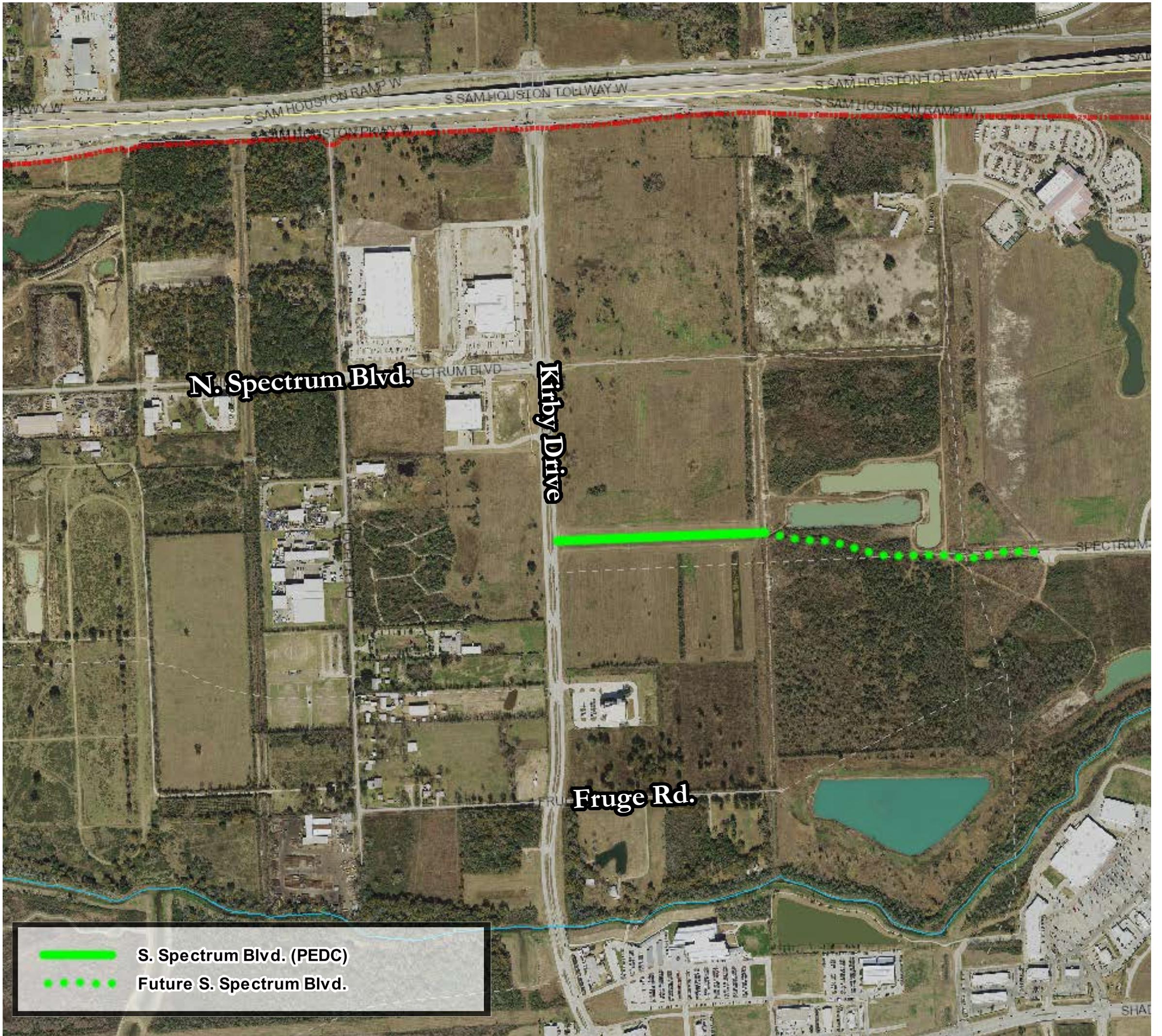
ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

EXHIBIT A



REIMBURSEMENT AGREEMENT

This Agreement is entered into this ____ day of _____, 2015, by and between the CITY OF PEARLAND, TEXAS (hereinafter "City"), and the Pearland Economic Development Corporation (hereinafter "PEDC").

WHEREAS, the PEDC is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and

WHEREAS, the City and PEDC desire the preparation of a preliminary engineering report on South Spectrum Boulevard (hereinafter "Report"); and

WHEREAS, the Report represents preliminary engineering for a future infrastructure project located within the boundaries of the Lower Kirby Pearland Management District ("LKPMMD") and Pearland Municipal Management District No.1 (PMMD1); and

WHEREAS, Section 501.103 of the Texas Local Government Code (hereinafter "Code"), in pertinent part, defines the term "project" to mean "expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . ."; and

WHEREAS, the PEDC desires to fund the Report; and

WHEREAS, the City can receive eligible reimbursements from the LKPMMD and PMMD1 for the costs associated with Report; and

WHEREAS, the PEDC approved funding the Report for the City at its August 5, 2015, Board of Directors' meeting; and

WHEREAS, City and PEDC desire an agreement to set forth their respective responsibilities with regard to the Report and reimbursement of said costs.

WITNESSETH:

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. City shall be responsible for managing the preparation of the Report which shall include the study area more accurately described in **Exhibit "A"** attached hereto.

2. The total cost of the Report is estimated to be \$214,137, as itemized in **Exhibit "B"** attached hereto. PEDC shall fund an amount equal to the actual cost of the Report ("PEDC Participation Amount"), which shall be paid to City in installments or a lump sum amount. The timing and amount of the payment shall be determined at sole discretion of the City, but in no event shall the total payments exceed the actual cost of the Report.
3. This Agreement shall be contingent upon City, LKPMD, and PMMD1 entering into a Financing Agreement whereby City agrees to pre-finance the Report in return for LKMMD's agreement to reimburse the City for the costs associated with the Report ("Reimbursable Fund Payment"). Within 90 days following City's receipt of the Reimbursable Fund Payment from LKMMD that is attributable to the Report, City shall make payment to PEDC, in an amount equal to the Reimbursable Fund Payment, as reimbursement for the PEDC Participation Amount.
4. The initial term of this Agreement shall be for a period of eighteen (18) months, commencing on the ___ day of _____, 2015, and may be renewed as needed until the Report is complete.
5. This Agreement may only be amended, modified, or supplemented by written agreement and signed by both parties.
8. No assignment by a party hereto of any rights under or interests in this agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
9. Nothing herein is intended to supersede or waive any City ordinance or regulation pertaining to such construction.
10. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is prohibitive or invalid under applicable law, such provision shall be ineffective to the extent of such provision or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
11. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas.
12. To accomplish execution of this Agreement, it may be executed in multiple counterparts.

13. The Parties agree that any suit arising out of or related to this Agreement shall be filed in Brazoria County Texas.
14. All notices which are required or may be given pursuant to this Agreement shall be in writing and shall be sufficient if delivered personally or by first class mail, postage prepaid, return receipt requested, or by a nationally recognized courier, to the parties and their attorneys at the addresses set out below or such other addresses as the parties or their attorneys may hereafter notify one another:

If to City: City of Pearland
 Attn: Clay Pearson, City Manager
 3519 Liberty Drive
 Pearland, TX 77581

If to PEDC: Pearland Economic Development Corporation
 Attn: Chairman
 1200 Pearland Parkway, Suite 200
 Pearland, TX 77581

Notice delivered in accordance with the terms hereof shall be effective upon receipt.

In witness whereof, the parties have hereunto set their hands and signatures on the date first above mentioned.

PEARLAND ECONOMIC DEVELOPMENT
CORPORATION
a Texas non-profit corporation

By: _____
Rushi Patel
Chair

CITY OF PEARLAND,
a Texas municipal corporation

By: _____
Clay Pearson, City Manager

ATTEST:

Young Lorfing
City Secretary

EXHIBIT A
AERIAL

EXHIBIT B

ITEMS ELIGIBLE REIMBURSTMENT: PER

LOWER KIRBY PEARLAND MANAGEMENT DISTRICT
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

August 10, 2015

City Manager
City of Pearland, Texas
3519 Liberty Drive
Pearland, TX 77581

Re: Financing for Preliminary Engineering Report to serve South Spectrum
Boulevard

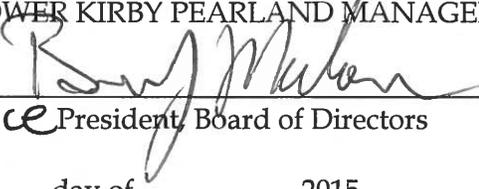
To Whom it may concern:

Lower Kirby Pearland Management District (the "District") and THE CITY OF PEARLAND, TEXAS (the "City") entered into a Financing Agreement (the "Agreement") dated February 6, 2014 to provide for the financing and construction of facilities to serve land within the District. The District and the City have determined to proceed with the Preliminary Engineering Report to serve South Spectrum Boulevard (the "Project"), described in Exhibit "A" attached hereto, in accordance with the Agreement. The City will pre-finance the District's share of the \$214,137.00 payments related to the Project and as outlined in the proposal from LJA Engineering, Inc., which is attached hereto as Exhibit "B", and the District agrees to reimburse the City pursuant to the terms of the Agreement.

This agreement was duly authorized at a meeting of the Board of Directors of the District held on the 10th day of August, 2015.

Very truly yours,

LOWER KIRBY PEARLAND MANAGEMENT DISTRICT

By: 
Asst. Vice President, Board of Directors

AGREED TO AND ACCEPTED this _____ day of _____, 2015.

City of Pearland, Texas

By: _____
City Manager

PEARLAND MUNICIPAL MANAGEMENT DISTRICT NO. 1
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

August 4, 2015

City Manager
City of Pearland, Texas
3519 Liberty Drive
Pearland, TX 77581

Re: Financing for Preliminary Engineering Report to serve South Spectrum
Boulevard

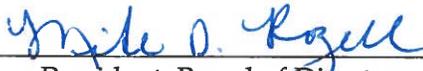
To Whom it may concern:

Pearland Municipal Management District No. 1 (the "District") and THE CITY OF PEARLAND, TEXAS (the "City") entered into a Financing Agreement (the "Agreement") dated February 6, 2014 to provide for the financing and construction of facilities to serve land within the District. The District and the City have determined to proceed with the Preliminary Engineering Report to serve South Spectrum Boulevard (the "Project"), described in Exhibit "A" attached hereto, in accordance with the Agreement. The City will pre-finance the District's share of the \$214,137.00 payments related to the Project and as outlined in the proposal from LJA Engineering, Inc., which is attached hereto as Exhibit "B", and the District agrees to reimburse the City pursuant to the terms of the Agreement.

This agreement was duly authorized at a meeting of the Board of Directors of the District held on the 4th day of August, 2015.

Very truly yours,

PEARLAND MUNICIPAL MANAGEMENT DISTRICT
NO. 1

By: 
President, Board of Directors

AGREED TO AND ACCEPTED this _____ day of _____, 2015.

City of Pearland, Texas

By: _____
City Manager

EXHIBIT A - S SPECTRUM ROAD FEE BREAKDOWN

Basic Services for Design and Construction Administration

402 Preliminary Design

Surveying

202 Abstract of Parcels with Map/M&B/Bdry Verification

205 Topographic Survey

414 Geotechnical Study

Environmental Services

416 Wetland Delineation

419 Limited Phase 1 Site Assessment

420 USACE Nationwide Permit (If Required)

Drainage Study Report

Construction Drawings

Preliminary Construction Cost Estimate

Preliminary Engineering Report

Z99 Reimbursable Expenses (Estimated and Not to Exceed)

TOTAL

Breakdown Percentage

Total Fee	Lower Kirby PMD	Pearland MMD No. 1
\$ 5,000	\$ 2,789	\$ 2,211
25,000	13,947	11,053
24,000	13,389	10,611
11,660	6,505	5,155
4,950	2,761	2,189
3,355	1,872	1,483
15,290	8,530	6,760
5,000	2,789	2,211
104,882	58,511	46,371
5,000	2,789	2,211
5,000	2,789	2,211
5,000	2,789	2,211
\$ 214,137	\$ 119,462	\$ 94,676
	56%	44%

Notes:

1) Fees are pro-rated based on the utilities and paving within each District

EXHIBIT A



N. Spectrum Blvd.

Kirby Drive

Fruge Rd.

-  S. Spectrum Blvd. (PEDC)
-  Future S. Spectrum Blvd.

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is entered into upon final execution by and between the City of Pearland ("CITY") and **LJA Engineering, Inc.** ("CONSULTANT").

The CITY engages the CONSULTANT to perform professional services for a project known and described as **Preliminary Engineering Report for South Spectrum Boulevard** ("PROJECT").

SECTION I - SERVICES OF THE CONSULTANT

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

- A. The CONSULTANT shall provide services for the **Preliminary Engineering Report for South Spectrum Boulevard**. 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 work product and 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 September 30, 2016.

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) \$209,137.00
 - 2. Additional Services shall require independent and specific authorization and shall be billed as (Lump Sum): _____
 - 3. Bid Phase Services (Hourly Not to Exceed) _____
 - 4. Construction Phase Services (Hourly Not to Exceed) _____
 - 5. Reimbursable Expenses (Not to Exceed) \$5,000.00
 - 6. Total: \$214,137.00
- 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 2929 Briarpark Dr, Suite 600, Houston, Texas 77042. Immediately after receiving such written notice, the CONSULTANT shall discontinue providing the services under this CONTRACT.
- B. If this CONTRACT is terminated, CONSULTANT shall deliver to the CITY all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by the CONSULTANT under the CONTRACT, entirely or partially completed, together with all unused materials supplied by the CITY on or before the 15th day following termination of the CONTRACT.
- C. In the event of such termination, the CONSULTANT shall be paid for services performed prior to receipt of the written notice of termination. The CITY shall make final payment within sixty (60) days after the CONSULTANT has delivered to the CITY a detailed invoice for services rendered and the documents or work product generated by the CONSULTANT under the CONTRACT.
- D. If the remuneration scheduled under this contract is based upon a fixed fee or definitely ascertainable sum, the portion of such sum payable shall be proportionate to the percentage of services completed by the CONSULTANT based upon the scope of work.

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

SECTION VI – ENTIRE AGREEMENT

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

SECTION VII – COVENANT AGAINST CONTINGENT FEES

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

SECTION VIII- SUCCESSORS AND ASSIGNS

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

CITY OF PEARLAND, TEXAS

DATE

CONSULTANT

DATE



2929 Briarpark Drive
 Suite 600
 Houston, Texas 77042
 TBPE № F-1386

Phone 713.953.5200
 Fax 713.953.5026
 www.ljaengineering.com
 TBPLS № 10110501

July 21, 2015

PROPOSAL

Mr. Skipper Jones
 Assistant Director of Capitol Projects
 City of Pearland
 3523 Liberty Drive
 Pearland, Texas 77581

Re: Preliminary Engineering Report
 South Spectrum Boulevard
 From Kirby Drive to Existing South Spectrum Boulevard
 Water, Sanitary Sewer, and Drainage Facilities and Paving
 City of Pearland, Texas
 LJA Proposal No. 15-00936

Dear Mr. Jones:

LJA Engineering, Inc. (LJA) is pleased to submit this proposal for the following services for the Preliminary Engineering Report to Serve South Spectrum Boulevard in accordance with the terms and conditions set forth in the Contract for Professional Services.

SCOPE OF SERVICES

See Attached Exhibit A.

COMPENSATION

<u>Phase</u>	<u>Description</u>	<u>FEE</u>
402	Preliminary Phase Services Surveying	\$ 5,000
202	Abstract of Parcels with Map/Metes and Bounds/Boundary Verification	\$ 25,000
205	Topographic Survey	\$ 24,000
414	Geotechnical Study Environmental Services	\$ 11,660
416	Wetland Delineation	\$ 4,950
419	Limited Phase 1 Site Assessment	\$ 3,355
420	USACE Nationwide Permit (If Required)	\$ 15,290
403	Drainage Study Report	\$ 5,000
404	Construction Drawings (\$5,549,300 x 6.3%* x 30%)	\$ 104,882
405	Preliminary Construction Cost Estimate	\$ 5,000
406	Preliminary Engineering Report	\$ 5,000
Z99	Reimbursable Expenses (Estimated and Not to Exceed)	\$ 5,000
	TOTAL	\$ 214,137

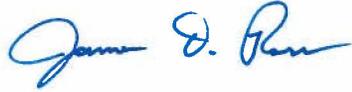
*TSPE curve of compensation

This fee includes an estimated amount of \$5,000.00 for the reimbursable expenses. This budget will be used for the actual expenses incurred on the project including printing, mileage, etc. This proposal does not include Platting, Landscaping, or Right-of-Way/Easement acquisition services.

Mr. Skipper Jones
July 21, 2015
Page 2 of 2

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you should have any questions or require additional information, please do not hesitate to contact me at 713.953.5096.

Sincerely,

A handwritten signature in blue ink, appearing to read "James D. Ross".

James D. Ross, PE
Vice President

JDR/ew

EXHIBIT A



TRANSPORTATION SCOPE OF SERVICES

FOR

South Spectrum Boulevard
Preliminary Engineering Report

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

1. Preliminary Phase Services

- a. Attend regular meetings with City and external agencies including County, State & Federal entities, as required, to identify, solicit, and develop pertinent & critical information sources.
- b. Gather City's existing information.
- c. Provide or Procure additional information as required from
 - i. Existing surveys, base plans, past and present studies
 - ii. Geotechnical Consultants
 - iii. Environmental Consultants
 - iv. Record drawing and/or As-Builts information from previously constructed utilities

2. Prepare Preliminary Engineering Report (PER)

- a. Submit Draft report containing:
 - i. Executive Summary & Design Recommendation
 - ii. Review of Design Alternatives
 - iii. Proposed Construction methodology and method
 - iv. Alignment & Topographic Surveys in performed accordance with City Standards
 - v. Draft Geotechnical report with bore location logs & pavement design recommendations
 - vi. Draft environmental study consisting of:
 1. Phase 1 site assessment
 - a) Include recommendation for additional studies if required
 2. Drainage Study Report

- a) Include analysis of pre-developed and developed conditions in conformance with City standards
 - b) Include possible sub-drainage scenarios for area
 - 3. Preliminary Jurisdictional Wetlands Determination and if required:
 - a) a Delineation
 - b) schedule USACE verification
 - c) Preliminary Mitigation plan
 - ~~d) Endangered Species study~~ 
 - ~~e) Cultural Resources study~~ 
- vii. Prepare 30% construction drawings incorporating
 - 1. Metes & bounds and topographic surveys
 - 2. Right of Way/Easement parcel map
 - a) individual exhibits to be provided in Final Design phase
- viii. Drainage Area maps with:
 - 1. Developed area flow calculations
 - 2. A preliminary Drainage Design in accordance with the City, BDD4, and/or HCFCD as applicable requirements
- ix. Preliminary Horizontal & Vertical Alignment in Plan & Profile format
- x. Preliminary parcel map, including:
 - 1. Existing easements & right of way
 - 2. Proposed easements & right of way
 - 3. Parcel owner's information
 - 4. Existing surface and below surface permanent improvements within 25' of existing and/or proposed ROW

- xi. Develop a Utility Conflict List
 - 1. Identify utility owners & notify utilities in writing
- xii. Prepare an Engineer's Preliminary Estimate of construction cost
- xiii. Provide written responses to City review comments
 - 1. Prepare written responses to City's review comments
 - 2. Make revisions to report & resubmit for Final approval when all comments are addressed
- xiv. Attend monthly progress/update meetings
- xv. Submit Final Report

Tolunay-Wong Engineers, Inc.

10710 South Sam Houston Parkway West, Suite 100 * Houston, Texas 77031 * 713-722-7064 * Fax 713-777-0341

July 1, 2015

TWEI Proposal No: P15-G182

Ms. Amada Rodriguez, P.E.
Project Manager
LJA Engineering, Inc.
2929 Briarpark Drive, Suite 600
Houston, Texas 77042-3703

PROPOSAL FOR GEOTECHNICAL STUDY SOUTH SPECTRUM EXTENSION UTILITIES AND PAVING HARRIS COUNTY, TEXAS

Dear Ms. Rodriguez:

We appreciate the opportunity to submit our proposal to provide geotechnical services for the proposed extension of South Spectrum Boulevard for the City of Pearland. The project consists of water distribution, sanitary sewer, storm drainage facilities, and paving southeast of the intersection of S. Sam Houston Tollway and Texas State Highway 288 in Harris County, Texas (Key Map 612 D and 613 A). You provided project information including an aerial view of the proposed alignments via e-mail transmittal and during our telephone conversation on July 1, 2015.

Review of available aerial photographs indicates a portion of the alignment crossing through a heavy stand of tree coverage. Our proposal is based on the alignment being accessible to all-terrain mounted drilling equipment. If necessary, we can provide equipment for limited site clearing.

Scope of Services

Our scope of services covered in this proposal will consist of field exploration, laboratory testing and the preparation of a geotechnical engineering report documenting our findings and geotechnical design recommendations.

Field Exploration. We will drill seven (7) 25-ft deep borings to evaluate subsurface soil and groundwater conditions at the site. A total of 175 vertical feet of drilling is included.

TWEI will access boring locations using a truck or an all-terrain drill rig. We will transport representative portions of the recovered samples to our soil mechanics laboratory for testing. We will backfill the open boreholes with soil cuttings after completion of sampling, and after obtaining water level readings.

Laboratory Testing. We will perform soil mechanics laboratory tests to measure physical and engineering properties of selected representative soil samples. The testing will generally include measurement of the shear strength, total unit weight, in situ moisture content and plasticity characteristics of the soils. All laboratory tests will be performed in accordance with appropriate ASTM standards. We will keep the samples for 30 days after completion of laboratory testing. We will discard the samples after that time, unless instructed otherwise.

Engineering Report. We will prepare an engineering report that will present our findings and provide geotechnical design and construction recommendations, including:

- Subsurface stratigraphy and groundwater condition;
- OSHA trench excavation guidelines;
- Groundwater control;
- Suitability of on-site soils for use as fill;
- Frequency of fill testing to be performed during construction;
- Bedding and backfill criteria for utility lines;
- Subgrade stabilization recommendation for pavement; and,
- Pavement thickness recommendations (concrete).

Budget

Our lump sum cost for the above described services is **\$10,600** and will not be exceeded without your prior written authorization. The cost for the geotechnical study assumes that ingress/egress is provided by others and the site is accessible to an all-terrain rig. If requested, we can mobilize equipment for limited clearing for boring access at a rate of **\$2,700** per day. If additional days clearing are required, services will be billed at a rate of **\$270 per hour**.

Schedule

We can typically mobilize our field crew within three to four days after authorization, site clearing is completed, and underground utilities are cleared. We can complete the fieldwork in one day and issue our geotechnical report within three to four weeks after that. We can furnish verbal preliminary information upon completion of the fieldwork and laboratory testing.

Acceptance of Proposal

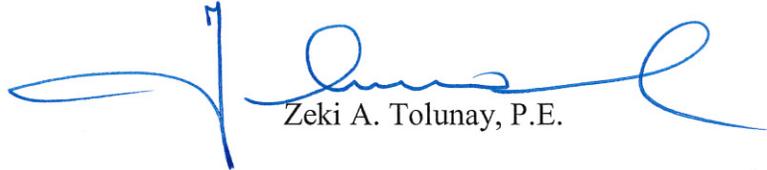
If you accept our proposal, please sign below and return one copy to our office. The terms and conditions of this proposal are included in Exhibit A.

We appreciate the opportunity to submit this proposal and look forward to serving you on this project.

Sincerely,
TOLUNAY-WONG ENGINEERS, INC.
TBPE Firm No. F-124



Lynna Lotrakul, E.I.T.



Zeki A. Tolunay, P.E.

Accepted by: _____

Name: _____

Date: _____

ZAT:ll

Attachments: Exhibit A

EXHIBIT A

TERMS FOR GEOTECHNICAL ENGINEERING SERVICES

THE AGREEMENT

This AGREEMENT is made by and between TOLUNAY-WONG ENGINEERS, INC., hereinafter referred to as GEOTECHNICAL ENGINEER, and the CLIENT of the attached PROPOSAL. This AGREEMENT between the parties consists of these TERMS, the attached PROPOSAL and any exhibits or attachments noted in the PROPOSAL will constitute the entire AGREEMENT. Any changes to this AGREEMENT must be mutually agreed to in writing.

STANDARD OF CARE

The CLIENT recognizes that subsurface conditions vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by the GEOTECHNICAL ENGINEER will be based solely on information available to the GEOTECHNICAL ENGINEER. The GEOTECHNICAL ENGINEER is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

Services performed by the GEOTECHNICAL ENGINEER under this AGREEMENT are expected by the CLIENT to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the engineering profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, expressed or implied, is made.

SITE ACCESS AND SITE CONDITIONS

CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for the GEOTECHNICAL ENGINEER to perform the work set forth in this AGREEMENT. The CLIENT will notify any and all possessors of the project site that CLIENT has granted GEOTECHNICAL ENGINEER free access to the site. The GEOTECHNICAL ENGINEER will take reasonable precautions to minimize damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage is not part of this AGREEMENT unless so specified in the PROPOSAL.

SAMPLE DISPOSAL

The GEOTECHNICAL ENGINEER will dispose of all soil and rock samples 30 days after completion of laboratory testing. Further storage or transfer of samples can be made at Client's expense upon CLIENT'S prior written request. All hazardous materials will be returned to CLIENT for disposal, unless other arrangements have been made by CLIENT.

CONSTRUCTION MONITORING

If the GEOTECHNICAL ENGINEER is retained by the CLIENT to provide a site representative for the purpose of monitoring specific portions of the construction work as set forth in the PROPOSAL then this phrase applies. For the specified assignment, the GEOTECHNICAL ENGINEER will report observations and professional opinions to the CLIENT. No action of the GEOTECHNICAL ENGINEER or GEOTECHNICAL ENGINEER'S site representative can be construed as altering any AGREEMENT between the CLIENT and others. The GEOTECHNICAL ENGINEER will report any observed work to the CLIENT which, in the GEOTECHNICAL ENGINEER'S professional opinion, does not conform with plans and specifications. The GEOTECHNICAL ENGINEER has no right to reject or stop work of any agent of the CLIENT. Such rights are reserved solely for the CLIENT. Furthermore, the GEOTECHNICAL ENGINEER'S presence on site does not in any way guarantee the completion or quality of the performance of the work of any party retained by the CLIENT to provide construction related services.

The GEOTECHNICAL ENGINEER will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction selected by any agent or AGREEMENT of the CLIENT, or safety precautions and programs incident thereto.

BILLING AND PAYMENT

CLIENT will pay GEOTECHNICAL ENGINEER the lump sum amount indicated in the PROPOSAL or, if no lump sum amount is indicated, in accordance with the Schedule of Fees, as shown in the PROPOSAL and its attachments. Invoices will be submitted to CLIENT by GEOTECHNICAL ENGINEER, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify GEOTECHNICAL ENGINEER in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. CLIENT will pay an additional charge of 1-1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by the CLIENT to GEOTECHNICAL ENGINEER per GEOTECHNICAL ENGINEER's current fee schedule. In the event CLIENT fails to pay GEOTECHNICAL ENGINEER within sixty (60) days after invoices are rendered, CLIENT agrees that GEOTECHNICAL ENGINEER will have the right to consider the failure to pay the GEOTECHNICAL ENGINEER's invoice as a breach of this AGREEMENT.

TERMINATION

The AGREEMENT may be terminated by either party seven (7) days after written notice. In the event of termination, GEOTECHNICAL ENGINEER will be paid for services performed prior to the date of termination.

INDEMNIFICATION

Except for the gross negligence or intentional misconduct of the GEOTECHNICAL ENGINEER, CLIENT will indemnify and hold the GEOTECHNICAL ENGINEER harmless from any claim by or liability from a third party for injury or loss, arising out of the GEOTECHNICAL ENGINEER's performance of the services described in this AGREEMENT. This indemnity shall not limit, restrict or prevent CLIENT from asserting any claims for liability against the GEOTECHNICAL ENGINEER, under any one or more theories of recovery, including breach of contract, negligence, strict or statutory liability or any other cause of action

LIMITATION OF LIABILITY

The CLIENT will limit any and all liability or claim for damages, cost of defense, or expenses to be levied against GEOTECHNICAL ENGINEER to a sum not to exceed \$50,000, or the amount of this fee, whichever is greater, on account of any design defect, error, omission, or professional negligence. The CLIENT agrees to notify any contractor who perform work in connection with the study prepared by the GEOTECHNICAL ENGINEER of such limitation of liability and require a like limitation on their part in favor of the GEOTECHNICAL ENGINEER. In the event the CLIENT fails to obtain a like limitation of liability provision, the liability of the CLIENT and the GEOTECHNICAL ENGINEER to such contractor shall be allocated between the CLIENT and the GEOTECHNICAL ENGINEER such that the aggregate liability of the GEOTECHNICAL ENGINEER to all parties, including the CLIENT, shall not to exceed \$50,000 or the amount of the GEOTECHNICAL ENGINEER's fee, whichever is greater. The GEOTECHNICAL ENGINEER makes no warranties, either expressed or implied, except as set forth above.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

CLIENT warrants a reasonable effort to inform GEOTECHNICAL ENGINEER of known or suspected hazardous materials on or near the project site.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. GEOTECHNICAL ENGINEER and CLIENT agree that the discovery of hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. GEOTECHNICAL ENGINEER and CLIENT also agree that the discovery of hazardous materials may make it necessary for GEOTECHNICAL ENGINEER to take immediate measures to protect health and safety. CLIENT agrees to compensate GEOTECHNICAL ENGINEER for any equipment decontamination or other costs incident to the discovery of hazardous waste.

GEOTECHNICAL ENGINEER agrees to notify CLIENT when hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold GEOTECHNICAL ENGINEER harmless for any and all consequences of disclosure made by GEOTECHNICAL ENGINEER which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is the CLIENT's responsibility to inform the property owner of the discovery of hazardous materials or suspected hazardous materials.

Notwithstanding any other provisions of the AGREEMENT, CLIENT waives any claim against GEOTECHNICAL ENGINEER, and to the maximum extent permitted by law, agrees to defend, indemnify, and save GEOTECHNICAL ENGINEER harmless from any claim, liability, and/or defense costs for injury or loss arising from GEOTECHNICAL ENGINEER's discovery of hazardous materials or suspected hazardous materials including any costs created by delay of the project and any costs associated with possible reduction of the property's value. CLIENT will be responsible for ultimate disposal of any samples secured by the GEOTECHNICAL ENGINEER which are found to be contaminated.

GOVERNING LAW AND SURVIVAL

The law of the State of Texas will govern the validity of these TERMS, their interpretation and performance. If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of the AGREEMENT for any cause.



BERG ♦ OLIVER ASSOCIATES, INC.

Environmental Science & Land Use Consultants
14701 St. Mary's Lane, Suite 400, Houston, Texas 77079
(281) 589-0898 fax: (281) 589-0007
Houston ♦ Dallas/ Fort Worth ♦ WDBE/HUB ♦ www.bergoliver.com

MEMORANDUM

TO: Ms. Amanda Rodrigues

VIA EMAIL: Arodriguez@ljaengineering.com

FROM: Susan Alford

NO. OF PAGES: 16 (incl. cover)

DATE: July 2, 2015

SUBJECT: Environmental Services Proposal

Dear Ms. Rodriguez,

Attached is our proposal/agreement for environmental services for the site discussed with our firm. Please review the proposal/agreement and, if acceptable, execute the agreement and return to us by fax at (281) 589-0007.

We look forward to working with you and LJA Engineering, Inc. on this project. Thank you for considering Berg ♦ Oliver Associates, Inc. to assist you with your environmental planning.

Sincerely,

Susan Alford, REM
President



BERG ♦ OLIVER ASSOCIATES, INC.

Environmental Science & Land Use Consultants
14701 St. Mary's Lane, Suite 400, Houston, Texas 77079
(281) 589-0898 fax: (281) 589-0007
Houston ♦ Dallas/ Fort Worth ♦ WDBE/HUB ♦ www.bergoliver.com

July 2, 2014

City of Pearland
c/o Ms. Amanda Rodriguez
LJA Engineering, Inc.
2929 Briarpark Drive, Suite 600
Houston, Texas 77042-3703

Via email: Arodriguez@ljaengineering.com

Re: Proposal for Environmental Services for the extension of South Spectrum Road, in Harris County, Texas
BOA Proposal No. 9931

Dear Ms. Rodriguez:

The following proposal is provided to LJA Engineering, Inc., on behalf of the City of Pearland, for environmental services for approximately 2,500 feet of South Spectrum Road, in Harris County, Texas. Berg ♦ Oliver Associates, Inc. (Berg ♦ Oliver) will provide special attention to complete the work in a timely and professional manner. We will begin the assessment upon your acceptance and execution of this proposal.

Berg ♦ Oliver Associates, Inc. is proposing to provide the following services: Task I) Wetland Delineation (**9931N-WD**), Task II) Threatened and Endangered Species Survey (**9931N-TE**), Task III) Archeological Cultural and Historical Records Review (**9931N-AR**), Task IV) Limited Phase I Environmental Site Assessment (**9931H-P1L**), and Task V) U.S. Army Corps of Engineers (USACE) Nationwide Permit (**9931N-NWP**) (If Needed). Attachment A describes each service.

PROJECT SCHEDULE

The scope of work involved in this environmental service proposal; specifically Tasks I – IV, are anticipated to be complete within forty-five (45) calendar days of the receipt of an executed proposal and boundary survey/plat, or other suitable boundary map by Berg ♦ Oliver. Task V, if required, will be submitted to the USACE within forty-five (45) calendar days of conceptual design and receipt of authorization to proceed with Task V. The permit review process by the USACE normally takes between three (3) and six (6) months for a Nationwide Permit. The process begins upon the USACE determination that the application is complete. Upon review of the initial submittal, the USACE may request additional information beyond that listed in the Code of Federal Regulations (CFR) to consider the application complete for processing. The project completion schedule is the goal of all parties; it does not, however, reflect unusual delays due to forces beyond

Berg ♦ Oliver Associates, Inc.
BOA project number 9931
July 2, 2015

the control of Berg ♦ Oliver and/or modifications to the scope of work based upon actual findings or additional requests by LJA Engineering, Inc., its agents, or governmental agency.

RIGHT OF ENTRY

Unless otherwise stated, it is assumed that the client has the authority to enter the property for purposes of conducting environmental assessments and herein grants that authority to Berg ♦ Oliver.

BASIC COMPENSATION AND METHOD OF PAYMENT

The work described below includes standard tasks that are usually required to complete the scope of the project. If a specific task is not necessary, as determined by Berg ♦ Oliver in consultation with the client and/or regulatory agency, it may not be performed in order to reduce charges to the client.

Berg ♦ Oliver proposes to provide the environmental services described in Attachment A to LJA Engineering, Inc. for the following lump sum amounts:

TASK I: WETLAND DELINEATION, INCLUDING GPS MAPPING	\$4,500.00
TASK II: THREATENED AND ENDANGERED SPECIES SURVEY	\$1,100.00
TASK III: ARCHEOLOGICAL, CULTURAL, AND HISTORICAL RECORDS REVIEW	\$1,250.00
TASK IV: LIMITED PHASE I SITE ASSESSMENT	<u>\$3,050.00</u>
MAXIMUM TOTAL	\$9,900.00

POTENTIAL ADDITIONAL TASK:

TASK V: USACE NATIONWIDE PERMIT (IF NEEDED)	\$13,900.00
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If additional tasks require more than a 10% overage (as described above), Berg ♦ Oliver will provide the client with an appropriate change order.

This cost estimate is valid for a period of six (6) months beyond the date shown below. After six (6) months, cost estimates may change due to fluctuations in fuel, subcontractors, and other sources required to complete the project.

Berg ♦ Oliver will begin the work described herein upon the execution of this proposal by the client. Invoices for each lump sum amount will be invoiced upon completion of the task or upon 50%, 75%, and 100% completion if the project takes longer than thirty (30) days to complete. Invoices for all hourly work will be submitted monthly and will be based upon the attached Rate Schedule in Attachment B. Payment of all invoices is expected within thirty (30) days of the client’s receipt of the invoice submitted by Berg ♦ Oliver. If invoice is not paid in full in thirty (30) days, interest will accrue at 1.5% per month (18% per annum).

CONFIDENTIALITY OF ASSESSMENT

The assessment and all related work and services of Berg ♦ Oliver Associates, Inc. are confidential. Berg ♦ Oliver Associates, Inc. is hereby employed by LJA Engineering, Inc. pursuant to this contract. Under such contract relationship, all correspondence, written or oral, which relates to the findings of this study are, to the extent permitted by law, strictly confidential between the parties hereto, unless Berg ♦ Oliver Associates, Inc. receives a written request from the client to offer the results of this study to a third party not a part of this agreement/proposal. Environmental assessments may occasionally uncover extremely sensitive findings. It is the responsibility of Berg ♦ Oliver Associates, Inc. to report these findings to the authorizing client and to no other party.

PROPOSAL ACCEPTANCE AND EXECUTION

Acceptance of this proposal, including the “General Conditions for Services” found in Attachment C, will be indicated by the signatures below and will serve as authorization to proceed with the work proposed herein. The signatory below also represents that the client has, or has secured, the authority to grant permission for Berg ♦ Oliver Associates, Inc. personnel to enter the subject property as necessary to conduct these assessments and that such permission is granted to Berg ♦ Oliver Associates, Inc. by the execution of this agreement/proposal. If the client is a Corporation or a Partnership, then the signature below will also represent the personal guarantee of the individual signing on behalf of the Client.

IN WITNESS THEREOF, LJA Engineering, Inc. and Berg ♦ Oliver Associates, Inc. have accepted and executed this proposal for environmental services on this the _____ day of _____, 2015.

LJA ENGINEERING, INC.

By: _____
Authorized Signature

BERG ♦ OLIVER ASSOCIATES, INC.

By:  _____
Susan Alford, REM
President

ATTACHMENT A

TASK I WETLAND DELINEATION SCOPE OF WORK

The objective of the Delineation is to evaluate and document any portion of the site to be classified as a "Jurisdictional Water of the United States" as defined in 33 CFR 328 and subject to USACE jurisdiction. The delineation will be conducted according to the 1987 United States Army Corps of Engineers Wetland Delineation Manual, the December 2008 Rapanos Guidance for Jurisdictional Determination, and the 2009 Atlantic and Gulf Coast Plain Delineation Supplement. The recent guidance and supplemental criteria have altered the primary determining factors for identifying waters of the United States. However, compliance with these criteria requires a significant increase in the documentation and scientific evaluation.

Delineation work will consist of the following tasks:

Task 1: Review of NRCS Soil Surveys: Task 1 will include a review of previously published soil data published by the U.S. Department of Agriculture, Natural Resources Conservation Service (NRCS), to determine the types of surface soils expected to be confirmed by on-site soil analysis.

Task 2: Review of Aerial Photographs: Task 2 will include a review of historical aerial color and black/white photographic enlargements for selected years. Infrared color photographs will be analyzed for the presence of wetland signature color distortions. Information for all photographic interpretation will be compared to locate recurring sites where wetland signatures are present.

Task 3: Site Reconnaissance for Wetland Indicators.: Task 3 will include inspecting the property under the field procedures outlined in the Corps of Engineers Wetland Delineation Manual – Technical Report Y-87-1 and Regional Supplement by the USACE.

Transects are required for tracts greater than 5 acres in size, unless negotiated with the USACE to forego transects based on the homogeneous landscape and habitat type. If necessary, transects will be performed across the property, perpendicular to the nearest watercourse. Samples of vegetation, soils, and hydrology indicators will be taken at each change in topography or vegetation. Vegetation samples will be evaluated and recorded at each sample area. Upland vegetation will be verified, for it is as significant as wetland vegetation in the determination process. Inspection of the property for evidence or lack of wetland hydrology will be performed at each sample area. Soil samples will be evaluated at each test site for their hydric and non-hydric characteristics. Non-hydric soils verify upland status and are as significant as hydric soils in the determination process.

Task 4: Demarcation and GPS of Wetland Areas: Task 4 will include the flagging of the jurisdictional wetland areas and/or the ordinary high water mark for location by Global Positioning System (GPS) using the USACE October 2003 Standard Operating Procedures is required for USACE verification/permitting and is recommended for project planning.

Task 5: Report Preparation: Task 5 will include the preparation of a final report. Upon completion of the site reconnaissance, data translation, and map preparation, a report will be completed, two copies of which will be given to the client. The report will include a discussion of methodology used to delineate the tract, site findings, copies of all historical information reviewed, such as U.S. Geological Survey topographical maps, NRCS soil survey maps, aerial photographs, site photographs, USACE routine data sheets, and a wetland delineation map will indicate the limits of the Jurisdictional Waters, information regarding the field location of the boundaries of all Section 10 and 404 waters/wetland limits within the property boundaries will be plotted on a scaled map. Each Jurisdictional area will be depicted with the following information: (1) size and shape; (2) surface area calculation (acres); and (3) combined total wetland and Jurisdictional Water area calculations for the entire subject tract. The client will be provided one hard copy and one electronic copy of the report.

TASK II
THREATENED AND ENDANGERED SPECIES ASSESSMENT
SCOPE OF WORK

The objective of the Threatened and Endangered Species Assessment is to evaluate the potential for the existence of critical or irreplaceable habitats, which are considered protected under the Endangered Species Act of 1973 and subsequent amendments and listings. The following selected tasks will be considered for the project area.

1: Review of Agency Listing for Estimated Habitat Boundaries. The listings currently maintained by U.S. Fish and Wildlife will be evaluated to determine if any of the listed species may be shown to potentially inhabit the area.

2: Site Reconnaissance and Biological Impact Assessment. The biological aspects of the potential habitat will be physically reviewed and documented to determine if the habitat is desirable or reproductively useful to the specific species. The site will be reviewed for biological indicators of presence/absence of potential species and an impact assessment prepared.

4: Preparation of Letter of Findings and Recommendations. Following the completion of all research and site reconnaissance, a letter of findings and recommendations will be completed and forwarded to the client.

TASK III
ARCHEOLOGICAL, CULTURAL, & HISTORICAL RECORDS REVIEW
SCOPE OF WORK

The proposed project is a City Funded project and must follow compliance with the Texas Administrative Code required for subdivisions of the state. The objective of the Archeological, Cultural, and Historical Records Review is to evaluate compliance with the Texas Historical Commission (THC) and Section 106 of the Historic Preservation Act. Task III includes the following: 1) review related historical information, THC records; and 2) based on the review of THC's records and property characteristics, determine if the subject tract possesses sufficient

criteria to necessitate a detailed study that would evaluate the potential for sites of significant archeological, cultural, and historical public value on the subject property.

The records review will be conducted by subcontract and reviewed by Berg ♦ Oliver personnel. Findings and recommendations will be provided to the client by Berg ♦ Oliver.

TASK IV **PHASE I SITE ASSESSMENT**

The Phase I Environmental Site Assessment (Phase I) will be performed in accordance with ASTM standard practice E 1527-2013, Environmental Site Assessments: Phase I Environmental Site Assessments.

This practice is intended to permit you to satisfy one of the requirements to qualify for the innocent landowner defense to CERCLA (Comprehensive Environmental Response, Compensation and Liability Act) liability: that is, the practices that constitute "all appropriate inquiry into the previous ownership and uses of the property consistent with good commercial or customary practice" as defined in 42 USC '9601§(35)(B).

INVESTIGATIVE WORK

Phase I investigative work includes, but may not be limited to, four basic tasks which are each comprised of several components. The details of these tasks are set forth below, listing the standard components of each. The ASTM E 1527-2013 standard prescribes a review of *reasonably ascertainable* information; that is, information that is publicly available, obtainable from its source within reasonable time and cost restraints, and practically reviewable. The availability of information will vary based on the location of a given site. Berg ♦ Oliver will attempt to review as much of the following information as is reasonably ascertainable for this project.

Task 1: Records Review

Standard Environmental Record Sources

Review documented environmental site listings from Federal and State regulatory agency database sources, including the following:

<u>Sources</u>	<u>Minimum Search Distance</u>
1. Federal NPL Facilities/Sites Lists	1.0 Mile Radius
2. Federal NPL-Delisted Sites List	0.5 Mile Radius
3. Federal CERCLIS List	0.5 Mile Radius
4. Federal NFRAP List	0.5 Mile Radius
5. Federal RCRA Contracts List	1.0 Mile Radius
6. Federal RCRA TSD List	0.5 Mile Radius
7. Federal RCRA Generator List	Adjoining
8. Federal Finds List	0.5 Mile Radius
9. Federal ERNS List	Site Specific
10. State Priority List	1 Mile Radius

11. State IOP List	0.5 Mile Radius
12. State SWLF/CLI List	0.5 Mile Radius
13. State CLI List	0.5 Mile Radius
14. State LPST List	0.5 Mile Radius
15. State Registered UST/AST List	Adjoining
16. State PST List	0.5 Mile Radius
17. State TCEQ VCP List	0.5 Mile Radius
18. State Brownfield List	0.5 Mile Radius
19. Dry Cleaner List	0.5 Mile Radius
20. IHW List	Adjoining
21. Local Hazmat Spills	Site Specific

Documented regulatory agency sites located within the ASTM prescribed minimum search distance will be identified and plotted on a composite site map.

Physical Setting Sources

USGS Topographic Map(s) will be reviewed to determine site topography and surface drainage patterns of the site and the surrounding area. Current and past structures, roads, well installations, and other improvements will be evaluated, as well as other pertinent physical features such as streams or water bodies. **Federal Emergency Management Agency** floodplain map(s) will be evaluated to determine if the subject property lies within a known floodplain. The appropriate **Soil Survey** from the **USDA Natural Resource Conservation Service** will be reviewed to determine the site's soil conditions and general surface geology of the area. General descriptions will be made of the subsurface hydrogeology based on information from **USGS Groundwater Maps** or other sources.

Historical Use Information

Historical Aerial Photographs will be obtained from aerial photography firms having inventory of the subject area. The photographs will be reviewed to evaluate previous land use characteristics for the property and adjacent parcels. The photographs will also be checked for possible oil and gas exploration activities, surficial anomalies associated with waste ponds or dumps, and previous commercial and/or industrial activities.

Local **City Directories** and **Sanborn Fire Insurance Maps**, if available, will be reviewed for listings of the types of past structures or business operations that may have existed on the property. In addition, **Texas Railroad Commission Records** will be reviewed to determine if oil and/or gas exploration or production has occurred on the site. This information will be obtained from a **Regional Oil and Gas Survey Map** prepared by Tobin Research, Inc.

Task 2: Interviews and Agency Inquiries

Owner/Occupant Inquiry

Inquiries may be made of person(s) who may have knowledge of current or historical conditions associated with the subject property. One or more of the following individuals

may be contacted for an interview: 1) **Current Owner** 2) **Owner's Representative** 3) **Occupants or Tenants** 4) **Adjacent Property Owners/Occupants**. Interviews may be conducted in person, by telephone, or by written correspondence in the form of an **Owner/Occupant Questionnaire**.

Local Agencies and/or Officials

Inquiries may be made of local agencies or officials that may have records of environmental conditions or incidents related to the subject property or adjacent properties. Such agencies may include the **Local Fire Department, Hazardous Materials Response, City/County Health Department, Local Pollution Control Agency**, or others deemed appropriate for the property, its location, or specific conditions.

Task 3: Additional Records Sources

In the event that site-specific conditions or standard information sources indicate a potential environmental condition(s) associated with the property, other selective files or records may be reviewed for additional information regarding such conditions. This information will be obtained at the discretion of Berg ♦ Oliver based on the findings of the investigation. Other typical sources include specific files from the **Texas Railroad Commission**, the **Texas Commission on Environmental Quality**, and the **Environmental Protection Agency**.

Task 4: Site Reconnaissance

General Site Setting

Site reconnaissance will be conducted to physically and visually inspect the property for indications of environmental conditions. Observations will be made of the **Current Site Usage, Adjacent Site Usage, Topography and Landscape, Structures, Roads, Improvements** and, to the extent practicable, **Potable Water Supply, Sewage Disposal System**, and other **Utility Installations**.

Interior and Exterior Observations

The property and any buildings or structures will be inspected for visual or physical evidence of hazardous substances or petroleum products. Exterior observations include, but are not limited to, pits, ponds, lagoons, stained soil or pavement, pools of liquid, strong odors, stressed vegetation, solid waste, waste water and associated discharge(s), above or below ground storage tanks, drums or containers, unidentified substances, wells, or septic systems. If interior inspection is required, observations will include those listed above, if applicable, as well as heating/cooling sources and fuels, stains or corrosion, drains and sumps, storage or treatment areas, and construction materials. Any listed, or non-listed, indicator of hazardous substances or petroleum products will be identified in the findings of the report.

TASK V (IF NEEDED)
SECTION 404 CLEAN WATER ACT PERMIT
PREPARATION AND COORDINATION
SCOPE OF WORK

Scope of work for the preparation of a Clean Water Act Section 404 Permit and submission to the USACE will follow the criteria set forth in 33 CFR 330 (Nationwide). A conceptual development plan including profiles must be provided by the client or the client's consulting engineer. Berg ♦ Oliver will utilize these plans to create the required permit submittal drawings in the USACE's preferred format. The USACE may request an alternatives analysis and best management practice information that must be provided to Berg ♦ Oliver from the client or consulting engineer.

Berg ♦ Oliver will perform the following under this task:

1. Draft and submit the Nationwide Permit application and support documents to the applicant/client for review prior to submittal to the USACE. (Berg ♦ Oliver must have written approval from the client authorizing Berg ♦ Oliver to submit the permit application to the USACE.)
2. Attend two (2) on-site meetings with USACE, and resource protection agencies.
3. Attend two (2) additional meetings with the USACE in Galveston and/or the TCEQ in Austin.
4. Conduct on-site Verification with the USACE of the Wetland Delineation and site impacts.
5. Perform the HGM for use of a Wetland Mitigation Bank and prepare a Wetland Mitigation Plan to use such mitigation bank. (If client chooses an off-site permittee responsible Wetland mitigation option, Berg ♦ Oliver will prepare the mitigation plan and design under a separate proposal.)
6. Assist the applicant/client in providing the USACE site specific requested information and/or Revised Site Development Plan, if necessary.



ATTACHMENT B

BERG ♦ OLIVER ASSOCIATES, INC.

Environmental Science & Land Use Consultants

14701 St. Mary's Lane, Suite 400, Houston, Texas 77079

(281) 589-0898 fax: (281) 589-0007

Houston ♦ Dallas/ Fort Worth ♦ WDBE/HUB ♦ www.bergoliver.com

2015 PERSONNEL RATE SCHEDULE

<u>Personnel</u>	<u>Hourly Billing Rate</u>
Project Director/Principal	\$190.00
Senior Associate	\$170.00
Professional Engineer	\$170.00
Project Manager/Registered Environmental Manager	\$160.00
Professional Geologist	\$160.00
Health/Safety Officer/Chemist	\$160.00
Project Coordinator	\$130.00
Wetlands Biologist/Ecologist	\$120.00
Soil Scientist/Geologist	\$120.00
Senior GIS Analyst	\$125.00
GIS Analyst	\$110.00
Field Technician	\$85.00
In-House Technician/Administrator	\$80.00
CADD Sr. Analyst	\$110.00
CADD Analyst	\$80.00
Administrative/Word Processing	\$65.00
Specialist Subcontractors	Cost + 15%

Above rates include all normal expenses of BOA's business, including mailing charges, in-house photocopying, long distance telephone costs, in-house graphic systems, and local area travel, unless otherwise stated in the agreement. Expenses, such as travel beyond fifty (50) miles, outside photocopying, delivery charges, photographic reproduction, and other outside services, are considered reimbursable by the client at rate of cost +15%. Any extraordinary reimbursable expenses, in excess of \$250.00 must have authorization from the client.

NOTE: The rate schedule is for the current fiscal year, with an effective date of January 1. Hourly rates are adjusted annually as inflation dictates. If this contract spans more than one fiscal year (ending December 31), hourly rates may be adjusted. Regardless of any rate adjustment, the "not to exceed" figures in a contract will not change.

ATTACHMENT C
GENERAL CONDITIONS FOR SERVICES

These General Conditions are a part of each agreement between Berg♦Oliver Associates, Inc. and its client for the performance of services. Berg♦Oliver Associates, Inc. is identified as "BOA". The party for whom the services are performed is identified as "Client", and the written agreement between the parties, including these General Conditions, is called "this Agreement".

Article 1: Services by BOA

1.1 Scope of services standard of care. BOA will perform the scope of services expressly described in this Agreement, after it is signed by both parties. The services performed by BOA will be conducted in a manner consistent with the degree of care and skill ordinarily exercised by reputable companies performing the same or similar services in the same locale acting under similar circumstances and conditions.

1.2 Restoration. BOA will exercise reasonable care to minimize damage to the site. However, Client acknowledges that some damage may occur in the normal course of performing the services, even if due care is exercised, and agrees that BOA will not be liable for such damage and will be entitled to additional compensation if it is asked to perform restoration services not expressly included in the scope of services.

1.3 Reports and Investigations. If BOA's performance of the services includes assessment, identification, or testing services, the number of investigations and observations BOA makes, the number of samples it collects, or the number of tests it performs are necessarily limited by budgetary and time constraints, and observations and samples by their specific locational nature may not exactly represent similar samples or observations in the immediate vicinity. BOA **does not** guarantee that all violations, problems, or sources of possible environmental condition will be identified, that all contaminants or environmental condition will be detected/identified, or that requirements, standards, or conditions will not change over time. Any report issued by BOA will set forth its findings and conclusions based on the limited information available from the observations, investigations, sampling, and/or testing conducted under this Agreement. In preparing its report, BOA may review and interpret information provided by Client, third parties, and regulatory agencies and will be entitled to rely on the accuracy of such information, including laboratory results, without performing an independent verification. BOA may include in its report a Statement of Limitations describing the limitations of its investigations and findings and indicating that the report is for Client's use only and will not be relied upon by any third party, except as expressly agreed in writing by BOA, and then only at such third party's own risk.

1.4 Documents. All reports and documents prepared and deliverable to Client pursuant to this Agreement will become Client's property upon full payment to BOA. BOA may retain file copies of such deliverables. All other reports, notes, calculations, data, drawings, estimates, specifications, and other documents and computerized materials prepared by BOA are instruments of BOA's services and will remain BOA's property. All deliverables provided to Client are for Client's use only for the purposes disclosed to BOA, and Client will not transfer them to others or use them or permit them to be used for any extension of the services or any other project or purpose, without BOA's express written consent.

1.5 Services not included. Unless expressly included in the scope of services, BOA's services will not include the following: (a) the detection, removal, treatment, transportation, disposal, monitoring, or remediation of any contamination of soil or groundwater at the site by petroleum or petroleum products (collectively called "oil") or hazardous, toxic, radioactive, or infectious substances, including any substances regulated under RCRA or any other federal, state, or local environmental laws, regulations, statutes, rules, standards, or ordinances (collectively called "Hazardous Materials"); (b) mechanical compaction of backfill; (c) dewatering before installation or filling tanks with liquid or ballast following installation; (d) pump-out or disposal of product, water, or other contents from existing tanks; (e) installation of anchor systems, foundations, shoring, or other support devices; (f) concrete, blacktop, water, sewer, electricity, or other outside services; (g) the removal of any soil or water; (h) installation of protective fencing or other structure; or (i) construction or monitoring. BOA will be entitled to additional compensation if it is asked to perform or provide such services listed above. BOA will not be responsible for damage to or imperfections in any concrete slabs it installs unless they are protected by Client from traffic for seven days.

1.6 Estimates. Any estimates of probable construction or implementation costs, financial evaluations, feasibility studies, or economic analyses prepared by BOA will represent its best judgement based on its experience and available information. However, Client recognizes that BOA has no control over costs of labor, materials, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Accordingly, BOA does not guarantee that proposals, bids, or actual costs will not vary from opinions, evaluations, or studies submitted by BOA.

1.7 Other Contractors. Except to the extent expressly agreed in writing, BOA will not have any duty or authority to direct, supervise, or oversee any contractors of Client or their work or to provide the means, methods, or sequence of their work or to stop their work. BOA's services and/or presence at a site will not relieve others of their responsibility to

Client or to others. BOA will not be liable for the failure of Client's contractors or others to fulfill their responsibilities, and Client agrees to indemnify, hold harmless, and defend BOA against any claims arising out of such failures.

1.8 Litigation support. BOA will not be obligated to provide expert witness or other litigation support related to its services, unless expressly agreed in writing. In the event BOA is required to respond to a subpoena, government inquiry, or other legal process related to the services in connection with a proceeding to which it is not a party, Client will reimburse BOA for its costs and compensate BOA at its then standard rates for the time it incurs in gathering information and documents and attending depositions, hearings, and the like.

1.9 Warranty. If manufactured products are purchased by BOA and furnished to Client or incorporated into the work, BOA will assign to Client any warranties provided by the manufacturer, to the extent they are assignable, and Client's sole resource will be against the manufacturer. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. Full risk of loss of materials and equipment furnished by BOA will pass to Client upon their delivery to Client's premises, and Client will be responsible for protecting them against theft and damage. However, until BOA is paid in full, it will retain title for security purposes only and the right to repossess the materials and equipment.

Article 2: Responsibilities of Client

2.1 Client requirements. Client, to the best of its ability, without cost to BOA, will:

- (a) Designate to BOA a person to act as Client's representative;
- (b) Provide or arrange for access and make all provisions for BOA to enter any site where services are to be performed;
- (c) Furnish BOA with all reasonably available information pertinent to the services;
- (d) Furnish BOA with a legal description of the site and all available surveys, site plans, and relevant information about site conditions, topography, boundaries, easements, zoning, land use restrictions, and right-of-ways, if available and as needed;
- (e) Furnish BOA with all approvals, permits, and consents required for performance of the services except for those BOA has expressly agreed in writing to obtain;
- (f) Notify BOA promptly of all known or suspected Hazardous Materials at the site, of any contamination of the site by Oil or Hazardous Material, and of any OTHER CONDITIONS REQUIRING SPECIAL CARE, and provide BOA with any available documents describing the quantity, nature, location, and extent of such materials, contamination, or conditions;
- (g) Comply with all laws and provide any notices required to be given to any government authorities in connection with the services, except for such notices BOA has expressly agreed in writing to give;
- (h) Before commencement of any drilling or excavation at a site, furnish BOA with a complete description (to the best of their ability) of all underground objects and structures at the site, including, but not limited to, wells, tanks, and utilities; and indemnify, hold harmless, and defend BOA against claims arising out of damages to underground objects or structures not properly defined;
- (i) Provide BOA with information concerning prior owners of the site and any current or historical uses of or activities on the site by Client, prior owners, or others, as needed;
- (j) Furnish to BOA any known contingency plans related to the site;
- (k) Furnish to BOA any previous environmental audits and/or assessments related to the site.

2.2 Hazards. Client represents and warrants that it does not have any knowledge of Hazardous Materials or Oil, or unusually hazardous conditions at the site or of contamination of the site by Oil or Hazardous Materials except as expressly disclosed to BOA in writing.

2.3 Confidentiality. Client acknowledges that the technical and pricing information contained in this Agreement is confidential and proprietary to BOA and agrees not to disclose it or otherwise make it available to others without BOA's express written consent.

2.4 Health and safety. Client acknowledges that it is now and will at all times remain in control of the project site. Except as expressly provided herein, BOA will not be responsible for the adequacy of the health or safety programs or precautions related to Client's activities or operations, Client's other contractors, the work of any other person or entity, or Client's site conditions. BOA will not be responsible for inspecting, observing, reporting, or correcting health or safety conditions or deficiencies of Client or others at Client's site. So as not to discourage BOA from voluntarily addressing health or safety issues while at Client's site, in the event BOA does address such issues by making observations, reports, suggestions, or otherwise, BOA will nevertheless have no liability or responsibility arising on account thereof. Client agrees to indemnify, hold harmless, and defend BOA to the fullest extent permitted by law

against any and all claims arising out of such programs, activities, conditions, or deficiencies unless BOA is responsible for gross negligence with regard to its work.

Article 3: Changes; Delays; Excused Performance

3.1 Changes. Unless this Agreement expressly provides otherwise, BOA's proposed compensation represents its best estimate of the costs, effort, and time it expects to expend in performing the services based on its reasonable assumption of the conditions and circumstances under which the services will be performed including, but not limited to, those stated in Section 3.2. As the services are performed, conditions may change or circumstances outside BOA's reasonable control (including changes of law or regulatory policy) may develop that would require BOA to expend additional costs, effort, or time to complete the services, in which case BOA will notify Client, and an equitable adjustment will be made to BOA's compensation. In the event conditions or circumstances require the services to be suspended or terminated, BOA will be compensated for services previously performed and for costs reasonably incurred in connection with the suspension or termination.

3.2 Assumptions. Unless specified in writing, BOA's compensation is based on the assumption that: (a) there is no impact spoil or excavation of natural resources on or adjacent to the site that has not been disclosed to BOA by the client; (b) there is no contamination of soil or groundwater at the site by Oil or Hazardous Materials that has not been disclosed to BOA by Client, (c) BOA will not encounter any underground structures, utilities, boulders, rock, water, running sand, or other unanticipated conditions in the course of drilling or excavation; (d) tank installations will not require dewatering by BOA; and (e) if BOA's scope of services includes services related to petroleum facilities or storage tanks, groundwater will not cause tanks to float or require the use of Ballast. BOA will be compensated for any additional efforts expended or costs incurred in addressing such conditions.

3.3 Force majeure. BOA will not be responsible for any delay or failure of performance caused by fire or other casualty, labor dispute, government or military action, transportation delay, inclement weather, Act of God, act or omission of Client or its contractors, failure of Client or any government authority to timely review or to approve the services or to grant permits or approvals, or any other cause beyond BOA's reasonable control. In the event of such delay or failure, the time for performance will be extended by a period equal to the time lost plus a reasonable recovery period, and the compensation will be equitably adjusted to compensate for any additional costs BOA incurs due to any such delay.

3.4 Disputes. If any claim or dispute arises out of this Agreement or its performance, the parties agree to endeavor in good faith to resolve it equitably through negotiation or, if that fails, through nonbinding mediation under the rules of the American Arbitration Association, before having recourse to the courts. However, prior to or during negotiation or mediation, either party may initiate litigation that would otherwise become barred by a statute of limitation, and BOA may pursue any property liens or other rights it may have to obtain security for the payment of its invoice.

Article 4: Compensation

4.1 Rates. Unless otherwise agreed in writing, BOA will be compensated for its services at its standard rates and will be reimbursed for costs and expenses (plus reasonable profit and overhead) incurred in its performance of the services.

4.2 Invoices. BOA may invoice Client on a monthly or other progress billing basis. Invoices are due and payable upon receipt by Client. On amounts not paid within 30 days of invoice date, Client will pay interest from invoice date until payment is received at the lesser of 1.5% per month or the maximum rate allowed by law. If Client disagrees with any portion of an invoice, it will notify BOA in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice, and will pay the portion not in dispute.

4.3 Suspension, etc. BOA may suspend or terminate the services at any time if payment is not received when due and will be entitled to compensation for the services previously performed and for costs reasonably incurred in connection with the suspension or termination.

4.4 Collection. Client will reimburse BOA for BOA's costs and expenses (including reasonable attorneys' and witnesses' fees) incurred for collection under this Agreement.

4.5 Taxes, etc. Except to the extent expressly agreed in writing, BOA's fees do not include any taxes, excises, fees, duties, or other government charges related to the goods or services provided under this Agreement, and Client will pay such amounts or reimburse BOA for any amounts it pays. If Client claims that any goods or services are subject to a tax exemption or direct payment permit, it will provide BOA with a valid exemption or permit certificate and indemnify, defend, and hold BOA harmless from any taxes, costs, and penalties arising out of the use or acceptance of same.

Article 5: Insurance and Allocation of Risk

5.1 Insurance. During the performance of the services, BOA will maintain the following insurance:

Workers' Compensation	Statutory limits
Employers' Liability	\$1,000,000 each accident
Commercial General	\$1,000,000 per occurrence & aggregate
Automobile Liability	\$1,000,000 per occurrence & aggregate
Professional Liability	\$1,000,000 per claim & aggregate

Insurance certificates will be furnished upon request.

5.2 Client indemnification. For separate consideration of \$10 and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Client agrees to indemnify, hold harmless, and defend BOA from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witness' fees and other cost and expenses of defense and settlement, which BOA may incur, become responsible for, or pay out as a result of death or bodily injury or threat thereof to any person, destruction, or damage to any property, contamination of or adverse effect on natural resources or the environment, any violation of local, state or federal laws, regulations or orders, or any damages claimed by third parties (collectively, "Damages") to the extent arising in whole or in part out of Client's violation of law or breach of this Agreement or out of the negligence or willful misconduct of Client, its other contractors, agents, suppliers, or employees.

5.3 BOA indemnification. For separate consideration of \$10 and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and subject to the limitations set forth in paragraph 5.4, BOA agrees to indemnify, hold harmless, and defend Client from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures and suits, together with reasonable attorneys' and witness' fees and other costs and expenses of defense and settlement, which Client may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction or damage to any property, contamination of or adverse effect on natural resources or the environment, any violation of local, state or federal laws, regulations or orders, or any damages claimed by third parties (collectively, "Damages") to the extent arising in whole or in part out of BOA's violation of law or breach of this Agreement or out of the negligence or willful misconduct of BOA, its other contractors, agents, suppliers, or employees.

5.4 Limitation of liability. BOA's aggregate liability for any and all claims arising out of this Agreement or out of any goods or services furnished under this Agreement, whether based in contract, negligence, strict liability, agency, warranty, tort, trespass, or any other theory of liability, will be limited to \$10,000 or the total compensation received by BOA from Client under this Agreement, whichever is the lesser. In no event will BOA be liable for special, indirect, incidental, or consequential damages, including commercial loss, loss of use, or lost profits, however caused, even if BOA has been advised of the possibility of such damages. **Any claim will be deemed waived unless made by Client in writing and received by BOA within one year after completion of the services with respect to which the claim is made.**

5.5 Employee injury. Client agrees not to impede or to bring an action against BOA based on any claim or personal injury or death occurring in the course or scope of the injured or deceased person's employment with BOA and related to the services performed under this Agreement.

5.6 Defense. Any defense of BOA required to be provided by Client under this Agreement will be with counsel selected by BOA and reasonably acceptable to Client.

Article 6: Hazardous Materials Provisions

6.1 Hazardous Materials. Except to the extent expressly agreed in writing, BOA's services do not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal, or treatment of petroleum or petroleum products (collectively called "Oil") or of any hazardous, toxic, radioactive, or infectious substances, including any substances regulated under RCRA or any other federal or state environmental laws (collectively called "Hazardous Materials"). The discovery or reasonable suspicion of Hazardous Materials or hazardous conditions at a site where BOA is to perform services or of contamination of the site by Oil or Hazardous Materials not previously disclosed to BOA in writing will entitle BOA to suspend its services immediately, subject to mutual agreement of terms and conditions applicable to any further services, or to terminate its services and to be paid for services previously performed. In no event will BOA be required or construed to take title, ownership, or responsibility for such Oil or Hazardous Materials.

6.2 Manifests. In the event that the scope of services includes the remediation of any Oil or Hazardous Materials, before BOA removes from a site any Oil or Hazardous Materials, Client will sign any required waste manifests in conformance with all DOT and other government regulations, listing Client as the generator of the waste. If someone other than Client is the generator of the waste, Client will arrange for such other person to sign such manifests. BOA

will not directly or indirectly assume title to or own or be deemed to possess any materials handled or removed from any site, including Oil or Hazardous Materials. Nothing in this Agreement will be construed to make BOA a "generator" as defined in RCRA or any similar laws governing the treatment, storage, or disposal of waste. Except to the extent BOA's responsibilities expressly include identification of the waste, Client will provide waste material profiles, which accurately characterize the waste. If the services include transportation of Hazardous Materials or Oil, BOA may evaluate and recommend possible disposal sites for Client's use. However, under RCRA and CERCLA, the client, as generator, has ultimate responsibility for selection of the disposal site. Client acknowledges and agrees that it will evaluate and select the proper disposal site and be solely responsible therefore.

6.3 Hazardous Materials indemnification. Client acknowledges that BOA does not have any responsibility for preexisting Oil and Hazardous Materials at the site, any resultant contamination there from, or, except as expressly agreed in writing, for previous detection, monitoring, handling, storage, transportation, disposal, or treatment, that BOA's compensation is not commensurate with the unusually high risks associated with such materials, and that insurance is not reasonably available to protect against such risks. Therefore, for separate consideration of \$10 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in addition to the indemnification provided in Section 5.2, Client agrees to indemnify, hold harmless, and defend BOA against all damages arising out of or related to Oil or Hazardous Materials located at or removed from the site, including damages such as the cost of response or remediation arising out of application of common law or statutes such as CERCLA or other "Superfund" laws imposing strict liability.

Article 7: Miscellaneous Provisions

7.1 Confidential information. Although BOA generally will not disclose without Client's consent information provided by Client or developed by BOA in the course of its services and designated by Client as confidential (but not including information which is publicly available, is already in BOA's possession, or obtained from third parties), BOA will not be liable for disclosing such information if it in good faith believes such disclosure is required by law or is necessary to protect the safety, health, property, or welfare of human beings. BOA will advise Client (in advance, except in emergency) of any such disclosure.

7.2 Notices. Notices between the parties will be in writing and will be hand delivered or sent by certified mail or acknowledged telefax properly addressed to the appropriate party.

7.3 Assignment, etc. Neither the Client nor BOA will assign or transfer any rights or obligations under this Agreement, except that BOA may assign this Agreement to its affiliates and may use subcontractors in the performance of its services. Nothing contained in this Agreement will be construed to give any rights or benefits to anyone other than the Client and BOA, without the express written consent of both parties. The relationship between Client and BOA is that of independent contracting parties, and nothing in this agreement or the parties' conduct will be construed to create a relationship of agency, partnership, or joint venture.

7.4 Governing law and Headings. This Agreement will be governed by and construed in accordance with the laws of the State of Texas. The headings in this Agreement are for convenience only and are not a part of the agreement between the parties.

7.5 Entire agreement. This Agreement supersedes all prior agreements and, together with any work release document issued under this Agreement and signed by both parties, constitutes the entire agreement between the parties. Any amendments to this Agreement will be in writing and signed by both parties. In no event will the printed terms on any purchase order, work order, or other document provided by Client modify or amend this Agreement, even if it is signed by BOA, unless BOA signs a written statement expressly indicating that such terms supersede the terms of this Agreement. In the event of an inconsistency between these General Conditions and any other writings, which comprise this Agreement, the other writings will take precedence.

7.6 Survival. All obligations arising prior to this Agreement and all provisions of this Agreement allocating responsibility or liability between the parties will survive the completion of the services and the termination of this Agreement.

Item No.	Item Description	S Spectrum Road	UNIT	UNIT PRICE	TOTAL
1	Stabilized Construction Exit (Install)	156	SY	\$18.50	\$2,886.00
2	Stabilized Construction Exit (Remove)	156	SY	\$7.00	\$1,092.00
3	Trench Safety System	3,150	LF	\$1.50	\$4,725.00
4	Signing and Striping	1	LS	\$5,000.00	\$5,000.00
5	Remove and Reinstall Concrete Median	1	LS	\$2,000.00	\$2,000.00
6	Tie Existing Concrete with Proposed Concrete	1	LS	\$5,000.00	\$5,000.00
7	Cement Stabilized Sand	641	TON	\$27.00	\$17,299.20
8	8" Lime Stabilized Subgrade	24,178	SY	\$3.75	\$90,666.67
9	Type C Concrete Manhole Top on RCB	15	EA	\$2,000.00	\$30,000.00
10	Junction Box - 2-12'x12' RCB w/ 72"	1	EA	\$15,000.00	\$15,000.00
11	Headwall with Wingwalls for RCB Outfalls	1	EA	\$20,000.00	\$20,000.00
12	Storm Sewer (24" RCP) C76-CL III	250	LF	\$70.00	\$17,500.00
13	Storm Sewer (10'X10' RBC) C1433	300	LF	\$850.00	\$255,000.00
14	Storm Sewer (12'X8' RBC) C1433	2,600	LF	\$900.00	\$2,340,000.00
15	Type C Inlet	10	EA	\$3,500.00	\$35,000.00
16	Type C Inlet Extension	10	EA	\$1,150.00	\$11,500.00
17	10" Concrete Paving	23,467	SY	\$70.00	\$1,642,666.67
18	Reinforced Concrete Curb	6400	LF	\$3.00	\$19,200.00
19	4" Concrete Sidewalks	6,400	SF	\$5.00	\$32,000.00
20	Filter Fabric Fence	3,400	LF	\$1.50	\$5,100.00
21	Rock Filter Dams	108	LF	\$30.00	\$3,240.00
22	Sodding	411	SY	\$4.50	\$1,850.00
23	Traffic Control	1	LS	\$2,000.00	\$2,000.00
SUBTOTAL PAVING AND DRAINAGE ITEMS					\$4,558,725.53
Water Items					
1	12" PVC Water Main (Restrained Joints)	320	LF	\$75.00	\$24,000.00
2	12" PVC Water Main (C-900 DR 18)	3,200	LF	\$65.00	\$208,000.00
3	6" Fire Hydrant Leads	60	LF	\$15.00	\$900.00
4	Fire Hydrant Assemblies (All Depths)	7	EA	\$4,200.00	\$29,400.00
5	12" Gate Valve & Box	3	EA	\$1,995.00	\$5,985.00
6	Trench Safety System	3,520	LF	\$1.00	\$3,520.00
7	12" x 20" TSV to Existing System	1	EA	\$3,000.00	\$3,000.00
8	12" x 16" TSV to Existing System	1	EA	\$2,000.00	\$2,000.00
9	Short Side Lead	4	EA	\$640.00	\$2,560.00
10	Long Side Lead	2	EA	\$1,125.00	\$2,250.00
SUBTOTAL WATER UTILITY ITEMS					\$281,615.00
Sanitary Sewer Items					
1	24 IN PVC Sanitary Sewer	3,200	LF	\$ 150.00	\$480,000.00
2	Corrosion Resistant Sanitary Sewer MH for 6" to 24" Lines	10	EA	\$ 4,500.00	\$45,000.00
3	Extra Depth Corrosion Resistant Sanitary Sewer MH	10	LF	\$ 550.00	\$5,500.00
4	Connect Proposed 24 IN PVC to Existing Manhole	1	EA	\$ 2,000.00	\$2,000.00
5	Proposed Manhole on Existing 30 IN PVC	1	EA	\$ 2,000.00	\$2,000.00
6	Trench Safety System (All Depths)	3,200	LF	\$ 1.00	\$3,200.00
7	Sanitary Sewer Short Side Leads	2	EA	\$ 570.00	\$1,140.00
8	Sanitary Sewer Long Side Leads	4	EA	\$ 2,130.00	\$8,520.00
SUBTOTAL SANITARY SEWER UTILITY ITEMS					\$547,360.00
Base Total					\$5,387,700.53
Mobilization @ 3%					\$161,631.02
Total					\$5,549,331.55

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

AGENDA OF:	August 24, 2015	ITEM NO.:	R2015-145
DATE SUBMITTED:	August 14, 2015	DEPT. OF ORIGIN:	Human Resources
PREPARED BY:	Bob Pearce	PRESENTOR:	Michelle Graham
REVIEWED BY:	Jon R. Branson	REVIEW DATE:	August 19, 2015
 SUBJECT: Resolution No. R2015-145 A Resolution of the City Council of the City of Pearland, Texas, awarding a unit price contract for temporary personnel services to Lane Staffing as the primary vendor and TEI Staffing as the secondary vendor, in the estimated amount of \$70,000 for the period of September 14, 2015 through September 13, 2016. It is additionally requested that City Council ratify payments to date and staffing requirements through September 11, 2015 to Meador Staffing for FY2015 in the approximate amount of \$76,000.			
EXHIBITS: Resolution #R2015-145 Tabulation Evaluation Scoring			
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: \$ 70,000		AMOUNT BUDGETED:	
AMOUNT AVAILABLE:		PROJECT NO.: N/A	
ACCOUNT NO.: Department Specific			
ADDITIONAL APPROPRIATION REQUIRED:			
ACCOUNT NO.:			
PROJECT NO.:			
To be completed by Department:			
Finance	Legal	Ordinance	X Resolution

EXECUTIVE SUMMARY

BACKGROUND

It is necessary for City Departments to utilize temporary personnel as needed to cover for vacated positions, FMLA, and special projects. The City's expenditure for temporary

personnel has risen from approximately \$22,000 in FY2014 to a current spend of almost \$70,000 in 2015. During the second quarter vendor review process, it was noticed that expenditures for temporary personnel services was increasing at a previously unforeseen rate therefore, a request for proposal (RFP) was developed and issued in April. Due to recent staffing changes the evaluation and award of the temporary personnel services RFP was delayed until this time.

SCOPE OF CONTRACT

Contractors will provide temporary personnel services as required by individual departments by the specifications of City Bid # 0415-43.

BID AND AWARD

There were seven responses to the RFP, four of which were disqualified when reviewed by Human Resource personnel (due to lack of depth, experience, and/or high rates). Corestaff Services, Lane Staffing and TEI Staffing scored as the top three proposals and references were checked. Based on the evaluation scores, it was determined that Lane Staffing and TEI Staffing are the most qualified of the top three respondents, and are being recommended for contract. Lane Staffing will be the primary vendor and if they are not able to provide desirable temporary staffing when needed, the secondary vendor TEI Staffing would be utilized.

SCHEDULE

Awarded vendors will begin providing services on September 14, 2015. All departments with existing long term and short term placements of temporary personnel will need to end current placements that are with Meador Staffing and begin with Lane Staffing or TEI Staffing on Monday, September 14. Human Resources will implement a new procedure for temporary personnel city wide by that date.

CURRENT AND FUTURE FUNDING /FINANCIAL IMPACTS

Funding for these services will come from various department's General Fund accounts.

RECOMMENDED ACTION

A Resolution of the City Council of the City of Pearland, Texas, awarding a unit price contract for temporary personnel services to Lane Staffing as the primary vendor and TEI Staffing as the secondary vendor, in the estimated amount of \$70,000 for the period of September 14, 2015 through September 13, 2016. It is additionally requested that City Council ratify payments to date and staffing requirements through September 11, 2015 to Meador Staffing for FY2015 in the approximate amount of \$76,000.

RESOLUTION NO. R2015-145

A Resolution of the City Council of the City of Pearland, Texas, awarding a unit price contract for temporary personnel services to Lane Staffing as the primary vendor and TEI Staffing as the secondary vendor, in the estimated amount of \$70,000 for the period of September 14, 2015 through September 13, 2016. It is additionally requested that City Council ratify payments to date and staffing requirements through September 11, 2015 to Meador Staffing for FY2015 in the approximate amount of \$76,000.

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

Section 1. That competitive bids for temporary personnel services have been reviewed and tabulated.

Section 2. That the City Council hereby awards the bid to Lane Staffing and TEI Staffing, in the amount of \$70,000.00, and ratifies payments to date and staffing requirements through September 11, 2015 to Meador Staffing for FY 2015 in the approximate amount of \$76,000.

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

BID TABULATION

Bid No. 0415-43 Addendum 2

Title RFP - Temporary Staffing Services

Line Items			<u>Staff Today</u>	<u>Lane</u>	<u>Corestaff</u>		<u>Protouch</u>	<u>Aita Consulting</u>	<u>Ask IT</u>
<u>Line</u>	<u>Description</u>	<u>UOM</u>	<u>Inc.</u>	<u>Staffing</u>	<u>Services</u>	<u>TEI Staffing</u>	<u>Staffing</u>	<u>Services</u>	<u>Consulting</u>
			<u>Unit</u>	<u>Unit</u>	<u>Unit</u>	<u>Unit</u>	<u>Unit</u>	<u>Unit</u>	<u>Unit</u>
1	Accounting Clerk	Hourly Rate	\$15.35	\$15.90	\$19.04	\$18.85	\$21.75	\$19.95	\$28.18
2	Accountant I	Hourly Rate	\$19.58	\$25.18	\$27.20	\$29.00	\$29.70	\$22.25	\$33.44
3	GIS(Geographic Information Systems) Technician	Hourly Rate	\$0.00	\$22.53	\$0.00	\$26.10	\$26.45	\$35.35	\$49.08
4	Programmer	Hourly Rate	\$0.00	\$21.20	\$42.50	\$34.80	\$35.65	\$39.95	\$38.20
5	Project Staff Coordinator	Hourly Rate	\$20.93	\$21.20	\$24.48	\$21.75	\$38.70	\$41.25	\$47.28
6	Administrative Legal Assistant	Hourly Rate	\$18.23	\$22.53	\$38.08	\$24.65	\$26.60	\$29.75	\$33.97
7	Clerical	Hourly Rate	\$14.18	\$14.58	\$16.32	\$17.40	\$22.00	\$32.50	\$22.82
8	Human Resources Assistant	Hourly Rate	\$16.88	\$19.88	\$23.12	\$20.30	\$23.00	\$30.50	\$28.08
9	Office Support Clerk	Hourly Rate	\$11.19	\$15.90	\$18.36	\$15.95	\$23.70	\$30.50	\$24.61
10	Receptionist	Hourly Rate	\$11.19	\$15.90	\$17.68	\$15.95	\$19.95	\$31.25	\$22.82
11	Laborer - General I	Hourly Rate	\$0.00	\$14.58	\$12.24	\$17.05	\$18.45	\$0.00	\$18.66
12	Laborer - General II	Hourly Rate	\$0.00	\$13.20	\$13.60	\$20.15	\$20.00	\$0.00	\$25.48

**0415-43 RFP Temporary Staffing Services
EVALUATION FACTORS - SCORING AVERAGES**

Evaluators: Terene Sudds-Johnson, Juaquina Dent, Donna Foster

Factors	Staff Today	Lane Staffing	Corestaff Services	TEI Staffing	Protouch Staffing	Aita Consulting	Ask IT Consulting
Rates (max 30 pts.)	0	30	30	23	0	0	0
Qualifications/Experience/Depth of Candidates (max 30 pts.)	0	30	0	30	0	0	0
References (max 30 pts.)	0	28	30	22	0	0	0
Proposal - thoroughness in addressing Proposal Requirements and Response Format requirements as stated in specs (max 20 pts.)	0	15	3	15	0	0	0
TOTALS	0	103	63	90	0	0	0

Notes:	Per answer #7 on Contractors Questionnaire doesn't have adequate equipment, personnel and expertise to complete the contract with no explanation. Since 2011 no laborer or IT.	Since 2007; missing local bidder form; incorrect Reference info listed. Works with other gov't agencies.	Didn't give enough info on proposal requirements. Provided no qualifications or experience.	Incomplete info on references; 30+ years experience.	Focus on medical staffing	No laborer; clerical salary too high.	Primarily IT and to high of rates for others.
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**AGENDA REQUEST
BUSINESS OF THE CITY COUNCIL
CITY OF PEARLAND, TEXAS**

AGENDA OF:	August 24, 2015	ITEM NO.:	R2015-144
DATE SUBMITTED:	August 14, 2015	DEPT. OF ORIGIN:	Finance
PREPARED BY:	Bob Pearce	PRESENTOR:	Eric Wilson
REVIEWED BY:	Trent Epperson	REVIEW DATE:	August 18, 2015
SUBJECT: Resolution No. R2015-144 A Resolution of the City Council of the City of Pearland, Texas, awarding a fixed price contract for construction services associated with the internal lining rehabilitation of the Southdown ground storage water tanks to Pardalis Industrial Enterprise Inc., in the amount of \$180,000.			
EXHIBITS: Resolution #R2015-144 Tabulation Recommendation for Award Letter from Dunham Engineering			
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: \$ 180,000		AMOUNT BUDGETED: \$200,000	
AMOUNT AVAILABLE: \$200,000			
ACCOUNT NO.: 03040435657300		PROJECT NO.: N/A	
ADDITIONAL APPROPRIATION REQUIRED:			
ACCOUNT NO.:			
PROJECT NO.:			
To be completed by Department:			
X Finance Legal Ordinance X Resolution			

EXECUTIVE SUMMARY

BACKGROUND

This project includes the rehabilitation of the interior lining and possibly unforeseen infrastructure damage to two Potable Water Ground Storage Tanks. The Ground Storage Tanks have been damaged due to gases in the water causing blistering in the internal lining. This type of damage causes the Ground Storage Tanks' internal linings to strip away exposing the structural metal. As you have exposed structural metals, this allows

corrosion to start and decrease in the structural life expectancies. This also increases water quality concerns, and an increase in operational cost. The Ground Storage Tanks need to be structurally rehabilitated and coated with an approved coating system that will provide a 10 to 13 year corrosion resistant interior lining that will prevent structural damage, water quality concerns, and sustain operating cost. This project will rehabilitate two potable ground storage tanks on the west side of Pearland. Provided below is an aerial view of the location.

SCOPE OF CONTRACT

The scope of work is to rehabilitate and recoat the interior lining in two potable ground storage tanks. The contractor will remove existing protective coating by sand blasting to a near white finish. All structural welding and repairs must be completed before any coating is applied to the structure. The application will entail a primer coat, base coat of, and a top coat giving the final product a 10 to 12 ml thickness. After installation is completed per coating manufacturer's requirements, the coatings thickness test will be conducted to insure compliance with the specifications. Each tank is scheduled to take 30 days with total contract duration being 60 days. Provided below are photos of Southdown potable water site.



BID AND AWARD

Four contractors submitted bids for the project ranging from \$181,000.00 to \$298,000.00. The low bid of \$181,000.00 was submitted by Pardalis, The amount is approximately \$19,000.00 below budgeted amount. This will be the first time Pardalis has constructed a project for City of Pearland. References were checked by City Staff and the responses were positive.

SCHEDULE

A Pre-Construction meeting will be held within ten days of the contract execution. The project is scheduled to take 60 calendar days.

POLICY/GOAL CONSIDERATION

Strategic Goal: This bid award will support the City's goal to provide a sustainable infrastructure and safe community.

CURRENT AND FUTURE FUNDING /FINANCIAL IMPACTS

Funding for these services will come from the department's General Fund.

RECOMMENDED ACTION

A Resolution of the City Council of the City of Pearland, Texas, awarding a fixed price contract for construction services associated with the internal lining rehabilitation of the Southdown ground storage water tanks to Pardalis Industrial Enterprise Inc., in the amount of \$180,000.

RESOLUTION NO. R2015-144

A Resolution of the City Council of the City of Pearland, Texas, awarding a fixed price contract for construction services associated with the internal lining rehabilitation of the Southdown ground storage water tank, to Pardalis Industrial Enterprise Inc., in the amount of \$180,000.

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

Section 1. That bids were obtained for the internal lining rehabilitation of the Southdown ground storage water tank.

Section 2. That the City Council hereby awards a bid to Pardalis Industrial Enterprise Inc., in the total amount of \$180,000.

Section 3. The City Manager or his designee is hereby authorized to execute a contract for the internal lining rehabilitation of the Southdown ground storage water tank.

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



August 17, 2015

Mr. Eric Wilson, Director of Public Works
City of Pearland
3519 Liberty Drive
Pearland, Texas 77581

Re: Recommendation of Contractor for Bid Number 0615-56 Addendum 2, Southdown Water Plant Rehabilitation Project

The purpose of this letter is to recommend a contractor for the above referenced project. A complete bid tabulation from the August 7th public bid opening is attached. This project involves the abrasive blast cleaning, painting, and repair of two (2) of the City's water storage tanks located at the Southdown Water Plant. The following is a summary of our bid evaluation:

1. Bid Tabulation Sheet – Three (3) contractors participated in the bidding process. The bids were checked for mathematical errors and/or bid irregularities. The project was bid with a Base Bid, three (3) Extra Work additive bid items for possible extra work, and one (1) Alternate Bid item for an alternate coating system. Copy of Bid Tabulation attached.
2. The additive bid items for possible extra work are to complete repairs of hidden corrosion damage, and remove soluble salts from the interior of tanks should these conditions be discovered during the course of the project. It is recommended that all three (3) Extra Work items be awarded on an as-needed basis per the Project Specifications.
3. The one (1) Alternate Bid item was to provide pricing for alternate coating systems at the Contractor's discretion, to provide for price competition among coating manufacturers. The low bidder did not offer alternate pricing advantageous to the City, and will use the TNEMEC coating system specified in the Base Bid. It is recommended that the Alternate Bid item NOT be awarded.
4. A copy of the Bid Tabulation is attached to this letter. As discussed with the City of Pearland, the Base Bid and all of the Extra Work items were utilized as a basis for award of the contract. The total bids for the project (Base Bid + Extra Work items) are as follows:

a. Pardalis Industrial Enterprise, Inc.	\$180,000.00
b. N.G. Painting	\$181,500.00
c. E.J. Chris Contracting, Inc.	\$428,850.00

5. Qualifications and References – The lowest responsive and responsible bidder, Pardalis Industrial Enterprise, Inc., provided an acceptable list of qualifications and references.

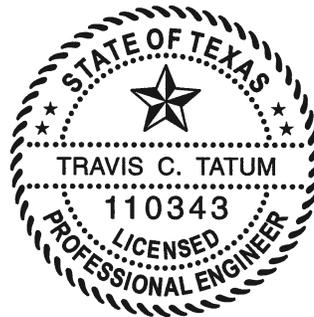
The lowest, responsive and responsible bidder, Pardalis Industrial Enterprise, Inc., is recommended for award. A copy of the Bidder's Proposal is attached. Dunham Engineering has interviewed the Contractor's Owner and Project Manager, and reviewed submitted references for similar projects, and has found all to be satisfactory.

If you should have any questions regarding the above recommendations, please feel free to call anytime.

Sincerely,



Travis C. Tatum, P.E.



Digitally signed
by Travis C.
Tatum, P.E.
Date: 2015.08.17
15:05:00 -05'00'

Bid NO. 0615-56 Addendum 2
Title Southdown Ground Water Storage Tanks

Pardalis Industrial
 Enterprise Inc.

N.G. Painting

E.J. Chris
 Contracting, Inc.

Line Items

Line	Description	UOM	QTY	Unit	Extended	Unit	Extended	Unit	Extended
1	SECTION 1 - BASE BID	LS	1	\$170,000.00	\$170,000.00	\$171,500.00	\$171,500.00	\$406,850.00	\$406,850.00
1.1	Mobilization @ 3% (Spec. 1505)	LS	1	\$5,000.00		\$1,000.00		\$11,850.00	
1.2	Furnish Material and Labor to Replace The Coating Systems Per The Technical Specifications - Welded Steel GST	LS	1	\$93,000.00		\$90,000.00		\$180,000.00	
1.3	Furnish Material and Labor to Perform The Repair Items Per The Technical Specifications - Welded Steel GST	EA	1	\$5,000.00		\$20,000.00		\$72,000.00	
1.4	Furnish Material and Labor to Replace The Coating Systems Per The Technical Specifications - BOLTED Steel GST	LS	1	\$47,000.00		\$50,000.00		\$45,000.00	
1.5	Furnish Material and Labor to Perform The Repair Items Per The Technical Specifications - BOLTED Steel GST	LS	1	\$5,000.00		\$9,500.00		\$53,000.00	
1.6	Furnish Material and Labor to Install Concrete Flooring Per The Technical Specifications - BOLTED Steel GST	LS	1	\$15,000.00		\$1,000.00		\$45,000.00	
2	SECTION 2 - EXTRA WORK	PKG	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$22,000.00	\$22,000.00
2.1	\$5,000 Contingency For Repair of Hidden Corrosion Damage and Holes Per The Technical Specifications	NTE	1	\$5,000.00		\$5,000.00		\$5,000.00	
2.2	Furnish Material and Labor To Pressure Wash The Interior Of The WELDED Steel GST To Remove Surface Contaminants Per The Technical Specifications	LS	1	\$3,000.00		\$3,000.00		\$10,000.00	
2.3	Furnish Material and Labor To Pressure Wash The Interior Of The BOLTED Steel GST To Remove Surface Contaminants Per The Technical Specifications	LS	1	\$2,000.00		\$2,000.00		\$7,000.00	
3	SECTION 3 - ALTERNATE BID	LS	1	\$1,000.00	\$1,000.00	\$1.00	\$1.00	\$0.01	\$0.01
3.1	ADD or DEDUCT From Base Bid To Install Alternate Coating System Per Section 10 Of The Technical Specifications (Pricing Not Required)	LS	1	\$1,000.00		\$1.00		\$0.01	
Total					\$181,000.00		\$181,501.00		\$428,850.01

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

AGENDA OF:	August 24, 2015	ITEM NO.:	Ordinance No. 1516
DATE SUBMITTED:	August 14, 2015	DEPT. OF ORIGIN:	Finance
PREPARED BY:	Claire Bogard	PRESENTOR:	Claire Bogard
REVIEWED BY:	Jon R. Branson	REVIEW DATE:	August 14, 2015
SUBJECT: First and Final Reading of Ordinance 1516 – Ordinance Authorizing the Issuance of City of Pearland, Texas Certificates of Obligation, Series 2015; Prescribing the Terms Thereof; Providing for the Payment Thereof; Awarding the Sale Thereof; and Making Other Provisions Regarding Such Certificates and Matters Incident Thereto; and Declaring an Emergency			
EXHIBITS: Ordinance 1516 Memo to City Council – Certificate of Obligation and General Obligation Bonds, August 2015			
FUNDING:			
	<input type="checkbox"/> Grant	<input type="checkbox"/> Developer/Other	<input type="checkbox"/> Cash
<input checked="" 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:		AMOUNT BUDGETED:	
AMOUNT AVAILABLE:		PROJECT NO.:	
ACCOUNT NO.:			
ADDITIONAL APPROPRIATION REQUIRED:			
ACCOUNT NO.:			
PROJECT NO.:			
To be completed by Department:			
X Finance	X Legal	Ordinance	X Resolution

EXECUTIVE SUMMARY

BACKGROUND

Pursuant to the Certificate of Obligation Act in the Local Government Code, 271.041, the fiscal year 2015 budget included issuing \$11.1 million in Certificates of Obligation for the following projects:

<u>Project</u>	<u>Original Budget</u>	<u>Revised Amount</u>
SCR Trail	23,147	-0-
Green Tee Trail	21,037	-0-
Centennial Park Phase II	233,064	-0-
Tom Reid Library	412,300	-0-
City Hall Complex	4,397,699	-0-
Fire Station 2+	3,669,954	3,669,954
Orange St. Service Center	2,120,000	-0-
Old Town Area Sidewalks	200,000	-0-
Industrial Drive Realignment	-0-	1,190,000
Total	\$11,067,201	\$4,859,954

While the budget anticipated \$11.1 million in Certificates of Obligation to be sold for fiscal year 2015, the actual amount of the bonds to be sold is \$4,860,000. The reduction is mainly due to the timing of the projects, pushing into fiscal year 2016. The bonds are anticipated to be sold, however at a later date. The City is also using \$360,000 of cash on hand for SCR Trail, Green Tee Trail, design of Orange Street Service Center, and additional funding for Fire Station No. 3.

The Certificates will fund construction of Fire Station No. 2. The only facilities that were addressed in the 2007 bond referendum were the expansion of the Tom Reid Library, the Nature Center, Fire Station #5, and the Recreation/Natatorium. Additional need for 24/7 manned fire stations and renovation of existing facilities were not addressed at that time, however enhanced fire service requires the relocation and construction of a new Fire Station #2.

Due to remaining General Obligation voted authorization remaining based on the 2015-2019 Capital Improvement Program and project costs, Industrial Drive Realignment had been budgeted to be funded with General Obligation Bonds, though not an original 2007 bond project. Based on the updated 2016-2020 Capital Improvement Program and increasing costs of construction, the remaining amount of voted authorization for streets is need to fund 2007 bond projects, therefore staff recommended that this project be funded with Certificates of Obligation. Texas Department of Transportation (TxDOT) has secured funding to add a turn lane on SH35 at this intersection and they will also conduct a traffic signal warrant. In order for TxDOT to move forward, the East and West Industrial Drive must realign to eliminate an existing off-set.

The Certificate of Obligation Act allows the governing body to issue certificates for professional services (ie: engineers, architects, appraisers, etc.) and construction associated for any public work. Work has begun on Fire Station No. 2 and City Council approved a notice of intent to be reimbursed from future bond proceeds in January 2015; Resolution R2015-4. Certificates of Obligation, while not approved for the votes, allows for a public process.

BID AND AWARD

On July 13, 2015, City Council approved the Notice of Intent to Issue the Certificates in the amount of \$4,860,000. As required by State law, prior to issuing the bonds, the City published the notice of its intention to issue the certificates once a week for 2 consecutive weeks in a newspaper that is of general circulation in the area with the date of the first publication to be before the 31st day tentatively set for the sale of the bonds. The notice stated the time and place tentatively set for the sale of the bonds, maximum amount and purpose of the certificates to be authorized, and the manner in which the bonds will be paid for, ie: property taxes, revenues, etc. The Act includes provision for petition, 5% of the qualified voters, to require a vote of citizens, as required by state law. The City has received no such petition.

On Monday August 24, 2015, at 11:00am, the City's Financial Advisor, BOSC, Inc., will be accepting competitive bids for the Certificates. The results of the bids will be reviewed and shared with City Council at the City Council meeting on August 24th, with recommendation for award.

In conjunction with the bond sale, Moody's Investor Services reaffirmed the City's bond rating of Aa2. "The rating reflects the city's sizable and growing tax base, favorable socioeconomic profile, healthy financial reserve levels, and elevated debt burdens.

The Ordinance approving the sale of the bonds will be a First and Final reading and declaring an emergency as pricing and the bond market would not allow the City to hold the bids for two weeks. The Bonds will close in September.

CURRENT AND FUTURE FUNDING /FINANCIAL IMPACTS/DEBT SERVICE

The Certificates of Obligation will be structured with a 20-year maturity, level principal payment with a declining annual debt service payment. For fiscal year 2016 annual debt service is estimated at \$467,700 based on 5% interest with an annual average debt service of \$363,641.

RECOMMENDED ACTION

Consideration and Approval of Ordinance 1516, an Ordinance Authorizing the Issuance of City of Pearland, Texas Certificates of Obligation, Series 2015; Prescribing the Term Thereof; Providing for the Payment Thereof; Awarding the Sale Thereof; and Making other Provisions Regarding Such Certificates and Matters Incident Thereto; and Declaring and Emergency.

ORDINANCE NO. 1516

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF PEARLAND, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2015; PRESCRIBING THE TERMS THEREOF; PROVIDING FOR THE PAYMENT THEREOF; AWARDING THE SALE THEREOF; AND MAKING OTHER PROVISIONS REGARDING SUCH CERTIFICATES AND MATTERS INCIDENT THERETO; AND DECLARING AN EMERGENCY

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

ARTICLE I

FINDINGS AND DETERMINATIONS

Section 1.1: Findings and Determinations. The City Council hereby officially finds and determines that:

(a) The City of Pearland, Texas (the “City”), acting through its City Council, is authorized pursuant to and in accordance with the provisions of Texas Local Government Code, Chapter 271, Subchapter C, as amended (the “Act”), to issue certificates of obligation to provide all or part of the funds to pay contractual obligations to be incurred for the construction of public works and the purchase of materials, supplies, equipment, machinery, buildings, land and rights-of-way for authorized needs and purposes and for the payment of contractual obligations for professional services, to wit: (i) certain street improvements within the City including improvements to Industrial Drive; (ii) certain improvements to existing City facilities including Fire Station 2, and (iii) professional services rendered in connection with the above listed projects.

(b) The City Council authorized the publication of a notice of intention to issue Certificates of Obligation, Series 2015 (the “Certificates”) to the effect that the City Council was tentatively scheduled to meet at 6:30 p.m. on August 24, 2015 at its regular meeting place to adopt an ordinance authorizing the issuance of the Certificates to be payable from (i) an ad valorem tax levied, within the limits prescribed by law, on the taxable property located within the City, and (ii) the revenues to be derived from the City’s water and sewer system (the “System”) after the payment of all operation and maintenance expenses thereof (the “Net Revenues”) in an amount not to exceed \$10,000, to the extent that ad valorem taxes are ever insufficient or unavailable for such purposes, provided that the pledge of Net Revenues is and shall be junior and subordinate in all respects to the pledge of Net Revenues to the payment of any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates.

(c) Such notice was published at the times and in the manner required by the Act.

(d) No petition signed by at least five percent (5%) of the qualified voters of the City has been filed with or presented to any official of the City protesting the issuance of such Certificates on or before August 24, 2015, or the date of passage of this Ordinance.

(e) The City has determined that it is in the best interests of the City and that it is otherwise desirable to issue the Certificates to provide all or part of the funds to pay contractual obligations to be incurred for the purposes authorized by the Act.

ARTICLE II

DEFINITIONS AND INTERPRETATIONS

Section 2.1: Definitions. As used herein, the following terms shall have the meanings specified, unless the context clearly indicates otherwise:

“Act” shall mean Texas Local Government Code, Chapter 271, Subchapter C, as amended.

“Attorney General” shall mean the Attorney General of the State of Texas.

“Blanket Issuer Letter of Representations” means the Blanket Issuer Letter of Representations between the City, the Registrar and DTC.

“Certificate” or “Certificates” shall mean any or all of the City of Pearland, Texas Certificates of Obligation, Series 2015, authorized by this Ordinance.

“City” shall mean the City of Pearland, Texas and, where appropriate, its City Council.

“City Council” shall mean the governing body of the City.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Comptroller” shall mean the Comptroller of Public Accounts of the State of Texas.

“Debt Service Fund” shall mean the Certificates of Obligation, Series 2015 Debt Service Fund established by the City and described in section 5.2 of this Ordinance.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Fiscal Year” shall mean the City’s then designated fiscal year, which currently is the twelve-month period beginning on the first day of October of a calendar year and ending on the last day of September of the next succeeding calendar year and each such period may be designated with the number of the calendar year in which such period ends.

“Interest Payment Date,” when used in connection with any Certificate, shall mean March 1, 2016, and each September 1 and March 1 thereafter until maturity or earlier redemption of such Certificate.

“MSRB” means the Municipal Securities Rulemaking Board.

“Ordinance” shall mean this Ordinance and all amendments hereof and supplements hereto.

“Outstanding”, when used with reference to the Certificates, shall mean, as of a particular date, all Certificates theretofore and thereupon delivered pursuant to this Ordinance except: (a) any Certificates canceled by or on behalf of the City at or before such date; (b) any Certificates defeased pursuant to the defeasance provisions of this Ordinance or otherwise defeased as permitted by applicable law; and (c) any Certificates in lieu of or in substitution for which a replacement Certificate shall have been delivered pursuant to this Ordinance.

“Paying Agent/Registrar” shall mean Wells Fargo Bank, N.A., Minneapolis, Minnesota and its successors in that capacity.

“Paying Agent/Registrar Agreement” shall mean the agreement between the City and the Paying Agent/Registrar as described more particularly in Section 6.1 hereof.

“Purchaser” shall mean the entity or entities specified in Section 7.1 hereof.

“Record Date” shall mean the close of business on the 15th day of the calendar month immediately preceding the applicable Interest Payment Date.

“Register” shall mean the registration books for the Certificates kept by the Paying Agent/Registrar in which are maintained the names and addresses of, and the principal amounts registered to, each Registered Owner of Certificates.

“Registered Owner” shall mean the person or entity in whose name any Certificate is registered in the Register.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

Section 2.2: Interpretations. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Certificates and the validity of the levy of ad valorem taxes to pay the principal of and interest on the Certificates.

ARTICLE III

TERMS OF THE CERTIFICATES

Section 3.1: Amount, Purpose and Authorization. The Certificates shall be issued in fully registered form, without coupons, under and pursuant to the authority of the Act in the total authorized aggregate principal amount of [FOUR MILLION EIGHT HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$4,860,000)] for the purpose of providing all or part of the funds to pay contractual obligations to be incurred for the purposes described in paragraph 1.1(a) hereof.

Section 3.2: Designation, Date and Interest Payment Dates. The Certificates shall be designated as the “City of Pearland, Texas Certificates of Obligation, Series 2015,” and shall be dated September 1, 2015. The Certificates shall bear interest at the rates set forth in Section 3.3 below, from the later of September 1, 2015 or the most recent Interest Payment Date to which interest has been paid or duly provided for, calculated on the basis of a 360-day year of twelve 30-day months, payable on March 1, 2016, and each September 1 and March 1 thereafter until maturity or earlier redemption.

If interest on any Certificate is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Paying Agent/Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Paying Agent/Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the City. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each affected Registered Owner as of the close of business on the day prior to mailing of such notice.

Section 3.3: Numbers, Initial Certificates, Denomination, Interest Rates and Maturities. The Certificates shall be issued bearing the numbers, in the principal amounts and bearing interest at the rates set forth in the following schedule, and may be transferred and exchanged as set out in this Ordinance. The Certificates shall mature on March 1 in each of the years and in the amounts set out in such schedule. The Initial Certificate shall be numbered I-1 and all other Certificates shall be numbered in sequence beginning with R-1. Certificates delivered in transfer of or in exchange for other Certificates shall be numbered in order of their authentication by the Paying Agent/Registrar, shall be in the denomination of \$5,000 or integral multiples thereof and shall mature on the same date and bear interest at the same rate as the Certificate or Certificates in lieu of which they are delivered.

<u>Certificate Number</u>	<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
R-1			
R-2			
R-3			
R-4			
R-5			

<u>Certificate Number</u>	<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
R-6			
R-7			
R-8			
R-9			
R-10			
R-11			
R-12			

R-13			
R-14			
R-15			
R-16			
R-17			

R-18			

Section 3.4: Execution of Certificates; Seal. (a) The Certificates shall be signed on behalf of the City by the Mayor and countersigned by the City Secretary, by their manual, lithographed, or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

(b) If any officer of the City whose manual or facsimile signature shall appear on the Certificates shall cease to be such officer before the authentication of such Certificates or before the delivery of such Certificates, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Registrar’s Authentication Certificate substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Registrar. In lieu of the executed Registrar’s Authentication Certificate described above, the Initial Certificate delivered at the Closing Date shall have attached hereto the Comptroller’s Registration Certificate substantially in the form provided herein, manually executed by the Comptroller, or by his duly authorized agent, which certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller.

Section 3.5: Redemption Prior to Maturity. (a) Optional Redemption. The Certificates maturing on and after March 1, 2025, are subject to redemption prior to maturity, at the option of the City, in whole or in part, on March 1, 2024, or any date thereafter, at par plus accrued interest to the date fixed for redemption.

(b) Mandatory Redemption. The Certificates maturing on March 1 in the year _____ and _____, (the “Term Certificates”) are subject to mandatory sinking fund redemption in the following amounts (subject to reduction as hereinafter provided), on the following dates, in each case at a redemption price equal to the principal amount of the Certificates or the portions thereof so called for redemption plus accrued interest to the date fixed for redemption:

	<u>Mandatory Redemption Dates</u>	<u>Principal Amounts</u>
Term Certificates Maturing _____	(stated maturity)	

	<u>Mandatory Redemption Dates</u>	<u>Principal Amounts</u>
Term Certificates Maturing _____	(stated maturity)	

The particular Term Certificates to be redeemed shall be selected by the Registrar by lot or other customary random selection method, on or before January 15 of each year in which Term Certificates are to be mandatorily redeemed. The principal amount of Term Certificates to be mandatorily redeemed in each year shall be reduced by the principal amount of such Term Certificates that have been optionally redeemed and which have not been made the basis for a previous reduction.

(c) Certificates may be redeemed in part only in integral multiples of \$5,000. If a Certificate subject to redemption is in a denomination larger than \$5,000, a portion of such Certificate may be redeemed, but only in integral multiples of \$5,000. In selecting portions of Certificates for redemption, each Certificate shall be treated as representing that number of Certificates of \$5,000 denomination which is obtained by dividing the principal amount of such Certificate by \$5,000. Upon presentation and surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with the provisions of this Ordinance, shall authenticate and deliver in exchange therefor a Certificate or Certificates of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered.

(d) Notice of any redemption, identifying the Certificates or portions thereof to be redeemed, shall be sent by United States mail, first class, postage prepaid, to the Registered Owners thereof at their addresses as shown on the Register, not less than thirty (30) days before the date fixed for such redemption. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the redemption price of the Certificates called for redemption. If such notice of redemption is given, and if due provision for such payment is made, all as provided above, the Certificates which are to be so redeemed thereby automatically shall be redeemed prior to their scheduled maturities, they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being Outstanding except for the purpose of being paid with the funds so provided for such payment.

(e) The City reserves the right to give notice of its election or direction to optionally redeem Certificates conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent /Registrar to rescind the redemption notice, and such notice of redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected owners. Any Certificates subject to conditional redemption where redemption has been rescinded shall remain Outstanding.

Section 3.6: Manner of Payment, Characteristics, Execution and Authentication. The Paying Agent/Registrar is hereby appointed the agent for the Certificates. The Certificates shall be payable, shall have the characteristics and shall be executed, sealed, registered and authenticated, all as provided and in the manner indicated in the FORM OF CERTIFICATES set forth in Article IV of this Ordinance. If any officer of the City whose manual or facsimile signature shall appear on the Certificates shall cease to be such officer before the authentication of the Certificates or before the delivery of the Certificates, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

The approving legal opinion of Andrews Kurth LLP, Houston, Texas, Certificate Counsel, may be printed on the back of the Certificates over the certification of the City Secretary, which may be executed in facsimile but errors or omissions in the printing of the opinion shall have no effect on the validity of the Certificates.

The City may secure identification numbers through CUSIP Global Services, managed on behalf of the American Bankers Association by Standard & Poor's Financial Services LLC, and may authorize the printing of such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Certificates shall be of no significance or effect in regard to the legality thereof and neither the City nor the attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Certificates.

Section 3.7: Authentication. Except for the Certificates to be initially issued, which need not be authenticated by the Registrar, only such Certificates as shall bear thereon a certificate of authentication, substantially in the form provided in Article IV of this Ordinance, manually executed by an authorized representative of the Paying Agent/Registrar, shall be entitled to the benefits of this Ordinance or shall be valid or obligatory for any purpose. Such duly executed certificate of authentication shall be conclusive evidence that the Certificate so authenticated was delivered by the Paying Agent/Registrar hereunder.

Section 3.8: Ownership. The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Certificate is registered as the absolute owner of such Certificate for the purpose of making and receiving payment of the principal thereof and interest

thereon and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Registered Owner of any Certificate in accordance with this Section shall be valid and effective and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 3.9: Registration, Transfer and Exchange. The Paying Agent/Registrar is hereby appointed the registrar for the Certificates. So long as any Certificate remains Outstanding, the Paying Agent/Registrar shall keep the Register at its office in Houston, Texas in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of the Certificates in accordance with the terms of this Ordinance.

Each Certificate shall be transferable only upon the presentation and surrender thereof at the principal corporate trust office of the Paying Agent/Registrar, accompanied by an assignment duly executed by the Registered Owner or his authorized representative in form satisfactory to the Paying Agent/Registrar. Upon due presentation of any Certificate for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, within seventy-two (72) hours after such presentation, a new Certificate or Certificates, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Certificate or Certificates so presented and surrendered.

All Certificates shall be exchangeable upon the presentation and surrender thereof at the principal corporate trust office of the Paying Agent/Registrar for a Certificate or Certificates, maturity and interest rate and in any authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of the Certificate or Certificates presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Certificates in accordance with the provisions of this Section. Each Certificate delivered by the Paying Agent/Registrar in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such Certificate is delivered.

All Certificates issued in transfer or exchange shall be delivered to the Registered Owners thereof at the principal corporate trust office of the Paying Agent/Registrar or sent by United States mail, first class, postage prepaid.

The City or the Paying Agent/Registrar may require the Registered Owner of any Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Certificate. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the City.

The Paying Agent/Registrar shall not be required to transfer or exchange any Certificate called for redemption in whole or in part during the forty-five (45) day period immediately prior to the date fixed for redemption; provided, however, that this restriction shall not apply to the transfer or exchange by the Registered Owner of the unredeemed portion of a Certificate called for redemption in part.

Section 3.10: Replacement Certificates. Upon the presentation and surrender to the Paying Agent/Registrar of a damaged or mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate, of the same maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Registered Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Paying Agent/Registrar and the City.

If any Certificate is lost, apparently destroyed or wrongfully taken, the City, pursuant to the applicable laws of the State of Texas and ordinances of the City, and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall execute, and the Paying Agent/Registrar shall authenticate and deliver, a replacement Certificate of the same maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding, provided that the Registered Owner thereof shall have:

- (a) furnished to the City and the Paying Agent/Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Certificate;
- (b) furnished such security or indemnity as may be required by the Paying Agent/Registrar and the City to save and hold them harmless;
- (c) paid all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that may be imposed; and
- (d) met any other reasonable requirements of the City and the Paying Agent/Registrar.

If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Certificate has become or is about to become due and payable, the City in its discretion may, instead of issuing a replacement Certificate, authorize the Paying Agent/Registrar to pay such Certificate.

Each replacement Certificate delivered in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

Section 3.11: Cancellation. All Certificates paid or redeemed in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the

making of proper records regarding such payment or redemption. The Paying Agent/Registrar shall periodically furnish the City with certificates of destruction of such Certificates.

Section 3.12: Book-Entry Only System. (a) The Initial Certificate shall be registered in the name of the Purchaser. Except as provided in Section 3.12 hereof, all other Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such DTC Participant holds an interest in the Certificates, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute Owner of such Certificate for the purpose of payment of principal of and interest on the Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payments of principal, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a Certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Ordinance with respect to interest checks being mailed to the Owner of record as of the Record Date, the phrase "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

Section 3.13: Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the City in its sole discretion, determines that the beneficial owners of the Certificates be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts, as identified by DTC. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede

& Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Section 3.14: Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificates, and all notices with respect to such Certificates, shall be made and given, respectively, in the manner provided in the Blanket Letter of Representations.

ARTICLE IV

FORM OF CERTIFICATES

The Certificates, including the Form of Comptroller's Registration Certificate, Form of Paying Agent/Registrar Authentication Certificate, and Form of Assignment, shall be in substantially the form set forth in Exhibit A hereto, with such omissions, insertions and variations as may be necessary or desirable, and not prohibited by this Ordinance.

ARTICLE V

SECURITY FOR THE CERTIFICATES

Section 5.1: Pledge and Levy of Taxes and Revenues. (a) To provide for the payment of principal of and interest on the Certificates, there is hereby levied, within the limits prescribed by law, for the current year and each succeeding year thereafter, while the Certificates or any part of the principal thereof and the interest thereon remain outstanding and unpaid, an ad valorem tax upon all taxable property within the City sufficient to pay the interest on the Certificates and to create and provide a sinking fund of not less than 2% of the principal amount of the Certificates or not less than the principal payable out of such tax, whichever is greater, with full allowance being made for tax delinquencies and the costs of tax collection, and such taxes, when collected, shall be applied to the payment of principal of and interest on the Certificates by deposit to the Debt Service Fund and to no other purpose.

(b) The City hereby declares its purpose and intent to provide and levy a tax legally sufficient to pay the principal of and interest on the Certificates, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax. As long as any Certificates remain outstanding, all moneys on deposit in, or credited to, the Debt Service Fund shall be secured by a pledge of security, as provided by law for cities in the State of Texas.

(c) In addition, pursuant to the authority of Chapter 1502, Texas Government Code, as amended, the City also hereby pledges the revenues to be derived from the City's water and sewer system, after the payment of all operation and maintenance expenses thereof (the "Net Revenues"), in an amount not to exceed \$10,000, to the payment of the principal of and interest on the Certificates, provided that the pledge of Net Revenues is and shall be junior and subordinate in all respects to the pledge of Net Revenues to the payment of any obligation of the

City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind, secured in whole or in part by a pledge of Net Revenues, that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of Net Revenues securing the Certificates.

Section 5.2: Debt Service Fund. The Certificates of Obligation, Series 2015 Debt Service Fund (the “Debt Service Fund”) is hereby created as a special fund solely for the benefit of the Certificates. The City shall establish and maintain such fund at an official City depository and shall keep such fund separate and apart from all other funds and accounts of the City. Any amount on deposit in the Debt Service Fund shall be maintained by the City in trust for the Registered Owners of the Certificates. Such amount, plus any other amounts deposited by the City into such fund and any and all investment earnings on amounts on deposit in such fund, shall be used only to pay the principal of, premium, if any, and interest on the Certificates.

Section 5.3: Further Proceedings. After the Certificates to be initially issued have been executed, it shall be the duty of the Mayor to deliver the Certificates to be initially issued and all pertinent records and proceedings to the Attorney General for examination and approval. After the Certificates to be initially issued shall have been approved by the Attorney General, they shall be delivered to the Comptroller for registration. Upon registration of the Certificates to be initially issued, the Comptroller (or a deputy lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller’s registration certificate prescribed herein to be affixed or attached to the Certificates to be initially issued, and the seal of said Comptroller shall be impressed, or placed in facsimile, thereon.

ARTICLE VI

CONCERNING THE PAYING AGENT/REGISTRAR

Section 6.1: Acceptance. Wells Fargo Bank, N.A., Minneapolis, Minnesota is hereby appointed as the initial Paying Agent/Registrar for the Certificates pursuant to the terms and provisions of the Paying Agent/Registrar Agreement by and between the City and the Paying Agent/Registrar. The Paying Agent/Registrar Agreement shall be substantially in the form attached hereto as Exhibit B, the terms and provisions of which are hereby approved, and the Mayor is hereby authorized to execute and deliver such Paying Agent/Registrar Agreement on behalf of the City in multiple counterparts and the City Secretary is hereby authorized to attest thereto and affix the City’s seal. Such initial Paying Agent/Registrar and any successor Paying Agent/Registrar, by undertaking the performance of the duties of the Paying Agent/Registrar hereunder, and in consideration of the payment of any fees pursuant to the terms of any contract between the Paying Agent/Registrar and the City and/or the deposits of money pursuant to this Ordinance, shall be deemed to accept and agree to abide by the terms of this Ordinance.

Section 6.2: Trust Funds. All money transferred to the Paying Agent/Registrar in its capacity as Paying Agent/Registrar for the Certificates under this Ordinance (except any sums representing Paying Agent/Registrar’s fees) shall be held in trust for the benefit of the City, shall be the property of the City and shall be disbursed in accordance with this Ordinance.

Section 6.3: Certificates Presented. Subject to the provisions of Section 6.4, all matured Certificates presented to the Paying Agent/Registrar for payment shall be paid without the necessity of further instructions from the City. Such Certificates shall be canceled as provided herein.

Section 6.4: Unclaimed Funds Held by the Paying Agent/Registrar. Funds held by the Paying Agent/Registrar that represent principal of and interest on the Certificates remaining unclaimed by the Registered Owner thereof after the expiration of three years from the date such funds have become due and payable (a) shall be reported and disposed of by the Paying Agent/Registrar in accordance with the provisions of Title 6 of the Texas Property Code, as amended, to the extent such provisions are applicable to such funds, or (b) to the extent such provisions do not apply to the funds, such funds shall be paid by the Paying Agent/Registrar to the City upon receipt by the Paying Agent/Registrar of a written request therefor from the City.

The Paying Agent/Registrar shall have no liability to the Registered Owners of the Certificates by virtue of actions taken in compliance with this Section.

Section 6.5: Paying Agent/Registrar May Own Certificates. The Paying Agent/Registrar in its individual or any other capacity, may become the owner or pledgee of Certificates with the same rights it would have if it were not the Paying Agent/Registrar.

Section 6.6: Successor Paying Agents/Registrars. The City covenants that at all times while any Certificates are Outstanding it will provide a legally qualified bank, trust company, financial institution or other agency to act as Paying Agent/Registrar for the Certificates. The City reserves the right to change the Paying Agent/Registrar for the Certificates on not less than sixty (60) days' written notice to the Paying Agent/Registrar, as long as any such notice is effective not less than 60 days prior to the next succeeding principal or interest payment date on the Certificates. Promptly upon the appointment of any successor Paying Agent/Registrar, the previous Paying Agent/Registrar shall deliver the Register or a copy thereof to the new Paying Agent/Registrar, and the new Paying Agent/Registrar shall notify each Registered Owner, by United States mail, first class, postage prepaid, of such change and of the address of the new Paying Agent/Registrar. Each Paying Agent/Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Ordinance.

ARTICLE VII

PROVISIONS CONCERNING SALE AND APPLICATION OF PROCEEDS OF CERTIFICATES

Section 7.1: Sale of Certificates. The Certificates are hereby sold and shall be delivered to the Purchaser, _____, at a price of \$ _____ (which is the par amount of the Certificates plus a premium on the Certificates of \$ _____), plus accrued interest, in accordance with the terms of the Bid Form of even date herewith, presented to and hereby approved by the City Council, which price and terms are hereby found and determined to be the most advantageous reasonably obtainable by the City and produced the lowest net effective interest rate. The Mayor and other appropriate officials of the City are

hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Certificates.

Section 7.2: Approval, Registration and Delivery. The Mayor is hereby authorized to have control and custody of the Certificates and all necessary records and proceedings pertaining thereto pending their delivery, and the Mayor and other officers and employees of the City are hereby authorized and directed to make such certifications and to execute such instruments as may be necessary to accomplish the delivery of the Certificates and to assure the investigation, examination and approval thereof by the Attorney General and the registration of the initial Certificates by the Comptroller. Upon registration of the Certificates, the Comptroller (or the Comptroller's certificates clerk or an assistant certificates clerk lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificates prescribed herein to be attached or affixed to each Certificates initially delivered and the seal of the Comptroller shall be impressed or printed or lithographed thereon.

Section 7.3: Application of Proceeds of Certificates. Proceeds from the sale of the Certificates shall, promptly upon receipt by the City, be applied as follows:

- (1) Accrued interest, if any, shall be deposited into the Debt Service Fund created in Section 5.2 of this Ordinance;
- (2) A portion of the proceeds shall be applied to pay expenses arising in connection with the issuance of the Certificates;
- (3) The remaining proceeds shall be applied, together with other funds of the City, to provide funds to pay contractual obligations to be incurred for the purposes set forth in Section 3.1 of this Ordinance.

Section 7.4: Tax Exemption. The City intends that the interest on the Certificates shall be excludable from gross income of the owners thereof for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended, (the "Code") and all applicable temporary, proposed and final regulations (the "Regulations") and procedures promulgated thereunder and applicable to the Certificates. For this purpose, the City covenants that it will monitor and control the receipt, investment, expenditure and use of all gross proceeds of the Certificates (including all property, the acquisition, construction or improvement of which is to be financed directly or indirectly with the proceeds of the Certificates) and take or omit to take such other and further actions as may be required by Sections 103 and 141 through 150 of the Code and the Regulations to cause the interest on the Certificates to be and remain excludable from the gross income, as defined in Section 61 of the Code, of the owners of the Certificates for federal income tax purposes. Without limiting the generality of the foregoing, the City shall comply with each of the following covenants:

- (a) The City shall not use, permit the use of or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which, if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax

purposes. Without limiting the generality of the foregoing, unless and until the City shall have received a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

(b) Except as permitted by Section 141 of the Code and the regulations and rulings thereunder, the City shall, at all times prior to the last stated maturity of the Certificates,

(1) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed directly or indirectly with Gross Proceeds of such series of the Certificates and not use or permit the use of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity other than a state or local government, unless such use is solely as a member of the general public, or

(2) not directly or indirectly impose or accept any charge or other payment for use of Gross Proceeds of such series of the Certificates or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with such Gross Proceeds.

(c) Except to the extent permitted by Section 141 of the Code and the regulations and rulings thereunder, the City shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, Gross Proceeds are considered to be “loaned” to a person or entity if (1) property acquired, constructed or improved with Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes, (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement, or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or such property are otherwise transferred in a transaction which is the economic equivalent of a loan.

(d) Except to the extent permitted by Section 148 of the Code and the regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the final stated maturity or final payment of the Refunded Obligations, directly or indirectly invest Gross Proceeds of such Certificates in any Investment (or use such Gross Proceeds to replace money so invested), if as a result of such investment the Yield of all Investments allocated to such Gross Proceeds whether then held or previously disposed of, exceeds the Yield on the Refunded Obligations.

(e) Based on all of the facts and estimates now known or reasonably expected to be in existence on the date the Certificates are delivered, the City reasonably expects that the proceeds of the Certificates (to the extent any of such proceeds remain unexpended) will not be used in a manner that would cause the Certificates or any portion thereof to be “arbitrage bonds” within the meaning of Section 148 of the Code.

(f) At all times while the Certificates are outstanding, the City will identify and properly account for all amounts constituting gross proceeds of the Certificates in accordance

with the Regulations. The City will monitor the yield on the investments of the proceeds of the Certificates and, to the extent required by the Code and the Regulations, will restrict the yield on such investments to a yield which is not materially higher than the yield on the Certificates. To the extent necessary to prevent the Certificates from constituting “arbitrage bonds,” the City will make such payments as are necessary to cause the yield on all yield restricted nonpurpose investments allocable to the Certificates to be less than the yield that is materially higher than the yield on the Certificates.

(g) The City will not take any action or knowingly omit to take any action, if taken or omitted, would cause the Certificates to be treated as “federally guaranteed” obligations for purposes of Section 149(b) of the Code.

(h) The City represents that not more than fifty percent (50%) of the proceeds of any new money portion of the Certificates was invested in nonpurpose investments (as defined in Section 148(f)(b)(A) of the Code) having a substantially guaranteed yield for four years or more within the meaning of Section 149(g)(3)(A)(ii) of the Code, and the City reasonably expected at the time each issue of the Refunded Certificates was issued that at least eighty-five percent (85%) of the spendable proceeds of the Certificates or the Refunded Certificates would be used to carry out the governmental purpose of such Certificates within the corresponding three-year period beginning on the respective dates of the Certificates or the Refunded Certificates.

(i) The City will take all necessary steps to comply with the requirement that certain amounts earned by the City on the investment of the gross proceeds of the Certificates, if any, be rebated to the federal government. Specifically, the City will (i) maintain records regarding the receipt, investment and expenditure of the gross proceeds of the Certificates as may be required to calculate such excess arbitrage profits separately from records of amounts on deposit in the funds and accounts of the City allocable to other obligations of the City or moneys which do not represent gross proceeds of any obligations of the City and retain such records for at least six years after the day on which the last outstanding Certificate is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, not employed as an artifice or device to avoid, in whole or in part, the requirements of Section 148 of the Code, including any specified method of accounting required by applicable Regulations to be used for all or a portion of the gross proceeds, (iii) calculate, at such times as are required by applicable Regulations, the amount of excess arbitrage profits, if any, earned from the investment of the gross proceeds of the Certificates and (iv) timely pay, as required by applicable Regulations, all amounts required to be rebated to the federal government. In addition, the City will exercise reasonable diligence to assure that no errors are made in the calculations required by the preceding sentence and, if such an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, including interest thereon and penalty.

(j) The City will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Certificates that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in smaller profit or a larger loss than would have

resulted if such arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

(k) The City will timely file or cause to be filed with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Certificates on such form and in such place as the Secretary may prescribe.

(l) The City will not issue or use the Certificates as part of an "abusive arbitrage device" (as defined in Section 1.148 10(a) of the Regulations). Without limiting the foregoing, the Certificates are not and will not be a part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the Regulations, by (i) enabling the City to exploit the difference between tax exempt and taxable interest rates to gain a material financial advantage, or (ii) increasing the burden on the market for tax-exempt obligations.

(m) Proper officers of the City charged with the responsibility for issuing the Certificates are hereby directed to make, execute and deliver certifications as to facts, estimates or circumstances in existence as of the Issue Date and stating whether there are facts, estimates or circumstances that would materially change the City's expectations. On or after the Issue Date, the City will take such actions as are necessary and appropriate to assure the continuous accuracy of the representations contained in such certificates.

(n) The covenants and representations made or required by this Section are for the benefit of the Certificate holders and any subsequent Certificate holder, and may be relied upon by the Certificate holder and any subsequent Certificate holder and bond counsel to the City.

In complying with the foregoing covenants, the City may rely upon an unqualified opinion issued to the City by nationally recognized bond counsel that any action by the City or reliance upon any interpretation of the Code or Regulations contained in such opinion will not cause interest on the Certificates to be includable in gross income for federal income tax purposes under existing law.

Notwithstanding any other provision of this Ordinance, the City's representations and obligations under the covenants and provisions of this Section 7.4 shall survive the defeasance and discharge of the Certificates for as long as such matters are relevant to the exclusion of interest on the Certificates from the gross income of the owners for federal income tax purposes.

Section 7.5: Reserved.

Section 7.6: Related Matters. In order that the City shall satisfy in a timely manner all of its obligations under this Ordinance, the Mayor, the Mayor, City Secretary and all other appropriate officers, agents, representatives and employees of the City are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the issuance and delivery of the Certificates, including, without limitation, executing and delivering on behalf of the City all certificates, consents, receipts, requests, notices, and other documents as may be reasonably necessary to satisfy the City's obligations under this Ordinance and to direct the transfer and application of funds of the City consistent with the provisions of this Ordinance.

ARTICLE VIII

MISCELLANEOUS

Section 8.1: Defeasance. The Certificates may be discharged, defeased, redeemed or refunded in any manner now or hereafter permitted by law.

Section 8.2: Application of Chapter 1208, Government Code. Chapter 1208, Government Code, applies to the issuance of the Certificates and the pledge of the taxes granted by the City under Section 5.1 of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of the taxes granted by the City under Section 5.1 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the Registered Owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 8.3: Ordinance a Contract - Amendments. This Ordinance shall constitute a contract with the Registered Owners from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Certificate remains Outstanding except as permitted in this Section. The City may, without the consent of or notice to any Registered Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Registered Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Registered Owners who own in the aggregate 51% of the principal amount of the Certificates then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Registered Owners of Outstanding Certificates, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Certificates, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Certificates, (ii) give any preference to any Certificate over any other Certificate, or (iii) reduce the aggregate principal amount of Certificates required to be held by Registered Owners for consent to any such amendment, addition, or rescission.

Section 8.4: Legal Holidays. In any case where the date interest accrues and becomes payable on the Certificates or principal of the Certificates matures or the date fixed for redemption of any Certificates or a Record Date shall be in the City a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal need not be made on such date, or the Record Date shall not occur on such date, but payment may be made or the Record Date shall occur on the next succeeding day which is not in the City a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close with the same force and effect as if (i) made on the date of maturity or the date fixed for redemption and no interest shall accrue for the period from the date of maturity or redemption to the date of actual payment or (ii) the Record Date had occurred on the fifteenth day of that calendar month.

Section 8.5: No Recourse Against City Officials. No recourse shall be had for the payment of principal of or interest on any Certificates or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Certificates.

Section 8.6: Further Proceedings. The Mayor, Mayor Pro-Tem, City Secretary and other appropriate officials of the City are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Ordinance.

Section 8.7: Severability. If any Section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 8.8: Power to Revise Form of Documents. Notwithstanding any other provision of this Ordinance, the Mayor is hereby authorized to make or approve such revisions, additions, deletions, and variations to this Ordinance and in the form of the documents attached hereto as exhibits as, in the judgment of the Mayor, and in the opinion of Certificate Counsel to the City, may be necessary or convenient to carry out or assist in carrying out the purposes of this Ordinance, or as may be required for approval of the Certificates by the Attorney General of Texas; provided, however, that any changes to such documents resulting in substantive amendments to the terms and conditions of the Certificates or such documents shall be subject to the prior approval of the City Council

Section 8.9: Open Meeting. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at City Hall for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 8.10: Official Statement. The City Council hereby approves the form and content of the Preliminary Official Statement and the Notice of Sale prepared for the initial offering and sale of the Certificates and hereby authorizes the preparation of a final Official Statement reflecting the terms of the Bid Form and other relevant matters. The use of such Official Statement in the reoffering of the Certificates by the Purchaser is hereby approved and authorized.

Section 8.11: Repealer. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 8.12: Continuing Disclosure Undertaking. (a) Annual Reports. The City will provide certain updated financial information and operating data to the MSRB annually in an electronic format as prescribed by the MSRB and available via the Electronic Municipal Market Access (“EMMA”) system at www.emma.msrb.org. The information to be updated includes all

quantitative financial information and operating data with respect to the City of the general type included in the final Official Statement in Tables 1-3 and 5-13 and in APPENDIX “B.” The City will update and provide this information within six months after the end of each fiscal year.

If the City changes its fiscal year, it will submit a notice of such change to the MSRB, and the date of the new fiscal year end prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB’s Internet Web site or filed with the SEC, as permitted by the SEC Rule. The updated information will include audited financial statements, if the City commissions an audit and it is completed by the required time. If audited financial statements are not available by the required time, the City will provide unaudited financial statements by the required time and audited financial statements when and if such audited statements become available. Any such financial statements will be prepared in accordance with the accounting principals described in APPENDIX B or such other accounting principals as the City may require to employ from time to time pursuant to State law or regulation.

(b) Material Event Notices. The City shall notify the MSRB in an electronic format prescribed by the MSRB, in a timely manner (not in excess of ten (10) days after the occurrence of the event), of any of the following events with respect to the Certificates:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
- (vii) Modifications to rights of holders of the Certificates, if material;
- (viii) Certificate calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the City;
- (xiii) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive

agreement relating to any such actions, other than pursuant to its terms, if material; and

- (xiv) Appointment of a successor Paying Agent/Registrar or change in the name of the Paying Agent/Registrar, if material.

For the purposes, any event described in the immediate preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding Under States Bankruptcy Code or any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance this Section by the time required by such Section.

(c) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Texas law that causes Certificates no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and the beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE UNLIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Order for purposes of any other provision of this Order.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, or status or type of principal payment of the City, if (1) the agreement, as so amended, would have permitted an underwriter to purchase or sell Certificates in the initial primary offering in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the holders of a majority in aggregate amount of the outstanding Certificates consent to such amendment or (b) a person unaffiliated with the City (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the holders and beneficial owners of the Certificates. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates. If any such amendment is made, the City will include in its next annual update an explanation in narrative form of the reasons for the change and its impact on the type of operating data or financial information being provided.

Section 8.13: Declaration of Emergency It is hereby officially found and determined that a case of emergency and urgent public necessity exists that requires that this Ordinance be passed finally and take effect immediately on the date of its introduction, such emergency and urgent public necessity being that the proceeds from the sale of the Certificates are required as soon as possible and without delay for the purposes set forth herein.

Section 8.14: No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Certificates or for any claim based thereon, or on this Ordinance, against any official or employee of the City or any person executing any Certificates.

Section 8.15: Effective Date. This Ordinance shall be in force and effect from and after its passage on the date shown below.

[signature page follows]

PASSED AND APPROVED on the first reading pursuant to Section 3.10 of the City Charter this August 24, 2015.

CITY OF PEARLAND, TEXAS

Mayor

ATTEST

City Secretary

(SEAL)

Exhibit A – Form of Certificate
Exhibit B – Paying Agent/Registrar Agreement
Exhibit C - Bid Form

interest payment date to which interest has been paid or duly provided for. Interest on this Certificate is payable by check on March 1 and September 1, beginning on March 1, 2016, mailed to the registered owner of record as of the close of business on the last business day of the month next preceding each interest payment date.

THIS CERTIFICATE IS ONE OF A DULY AUTHORIZED SERIES OF CERTIFICATES (the “Certificates”) in the aggregate principal amount of [\$4,860,000] issued pursuant to an ordinance adopted by the City Council of the City on August 24, 2015 (the “Ordinance”) for the purpose of providing all or part of the funds to pay contractual obligations to be incurred for the construction of public works and the purchase of materials, supplies, equipment, machinery, buildings, land and rights-of-way for authorized needs and purposes and for the payment of contractual obligations for professional services, to wit: (i) certain street improvements within the City including improvements to Industrial Drive; (ii) certain improvements to existing City facilities including Fire Station 2, and (iii) professional services rendered in connection with the above listed projects.

⁴THIS CERTIFICATE shall not be valid or obligatory for any purpose or be entitled to any benefit under the Ordinance unless this Certificate is authenticated by the Paying Agent/Registrar by due execution of the authentication certificate endorsed hereon.

THE CITY RESERVES THE RIGHT, at its option, to redeem, prior to their maturity, Certificates maturing on and after March 1, 2025, in whole or in part, on March 1, 2024, or any date thereafter, at par plus accrued interest to the date fixed for redemption.

THE CERTIFICATES maturing on March 1 in the year _____, (the “Term Certificates”) are subject to mandatory sinking fund redemption in the following amounts (subject to reduction as hereinafter provided), on the following dates, in each case at a redemption price equal to the principal amount of the Certificates or the portions thereof so called for redemption plus accrued interest to the date fixed for redemption:

	<u>Mandatory Redemption Dates</u>	<u>Principal Amounts</u>
Term Certificates Maturing March 1, 20__	March 1, 20__	\$
	March 1, 20__ (stated maturity)	

The particular Term Certificates to be redeemed shall be selected by the Registrar by lot or other customary random selection method, on or before January 15 of each year in which Term Certificates are to be mandatorily redeemed. The principal amount of Term Certificates to be mandatorily redeemed in each year shall be reduced by the principal amount of such Term Certificates that have been optionally redeemed and which have not been made the basis for a previous reduction.

⁴ In the initial Certificate, this paragraph shall read as follows:

THIS CERTIFICATE shall not be valid or obligatory for any purpose or be entitled to any benefit under the Ordinance unless this Certificate is registered by the Comptroller of Public Accounts of the State of Texas by due execution of the registration certificate endorsed hereon.

CERTIFICATES MAY BE REDEEMED IN PART only in integral multiples of \$5,000. If a Certificate subject to redemption is in a denomination larger than \$5,000, a portion of such Certificate may be redeemed, but only in integral multiples of \$5,000. In selecting portions of Certificates for redemption, each Certificate shall be treated as representing that number of Certificates of \$5,000 denomination which is obtained by dividing the principal amount of such Certificate by \$5,000. Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with the provisions of the Ordinance, shall authenticate and deliver in exchange therefor a Certificate or Certificates of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered.

NOTICE OF ANY SUCH REDEMPTION, identifying the Certificates or portions thereof to be redeemed, shall be sent by United States mail, first class, postage prepaid, to the Registered Owners thereof at their addresses as shown on the books of registration kept by the Paying Agent/Registrar, not less than thirty (30) days before the date fixed for such redemption. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the redemption price of the Certificates called for redemption. If such notice of redemption is given, and if due provision for such payment is made, all as provided above, the Certificates which are to be so redeemed thereby automatically shall be redeemed prior to their scheduled maturities, they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the purpose of being paid with the funds so provided for such payment.

THIS CERTIFICATE IS TRANSFERABLE only upon presentation and surrender at the principal corporate trust office of the Paying Agent/Registrar, accompanied by an assignment duly executed by the Registered Owner or its authorized representative, subject to the terms and conditions of the Ordinance.

THIS CERTIFICATE IS EXCHANGEABLE at the principal corporate trust office of the Paying Agent/Registrar for a Certificate or Certificates of the same maturity and interest rate and in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Ordinance.

THE PAYING AGENT/REGISTRAR is not required to accept for transfer or exchange any Certificate called for redemption, in whole or in part, during the forty-five (45) day period immediately prior to the date fixed for redemption; provided, however, that such limitation shall not apply to the transfer or exchange by the Registered Owner of an unredeemed portion of a Certificate called for redemption in part.

THE CITY OR PAYING AGENT/REGISTRAR may require the Registered Owner of any Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of a Certificate. Any fee or charge of the Paying Agent/Registrar for a transfer or exchange shall be paid by the City.

THE REGISTERED OWNER of this Certificate by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Ordinance.

IT IS HEREBY DECLARED AND REPRESENTED that this Certificate has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, exist and to be done precedent to or in the issuance and delivery of this Certificate have been performed, exist and have been done in accordance with law; that the Certificates do not exceed any constitutional or statutory limitation; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied, within the limits prescribed by law, against all taxable property in the City and have been irrevocably pledged for such payment.

IT IS FURTHER DECLARED AND REPRESENTED that the revenues to be derived from the City's water and sewer system, after the payment of all operation and maintenance expenses thereof (the "Net Revenues"), in an amount not to exceed \$10,000, are pledged to the payment of the principal of and interest on the Certificates, provided that the pledge of Net Revenues is and shall be junior and subordinate in all respects to the pledge of Net Revenues to the payment of any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind, secured in whole or in part by a pledge of Net Revenues, that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of Net Revenues securing the Certificates.

REFERENCE IS HEREBY MADE TO THE ORDINANCE, a copy of which is filed with the Paying Agent/Registrar, for the full provisions thereof, to all of which the Registered Owners of the Certificates assent by acceptance of the Certificates.

IN WITNESS WHEREOF, the City has caused its corporate seal to be impressed or placed in facsimile hereon and this Certificate to be signed by the Mayor, countersigned by the City Secretary by their manual, lithographed or printed facsimile signatures.

CITY OF PEARLAND, TEXAS

Mayor

(SEAL)

COUNTERSIGNED:

City Secretary

* * *

FORM OF COMPTROLLER'S REGISTRATION CERTIFICATE

The following form of Comptroller's Registration Certificate shall be attached or affixed to each of the Certificates initially delivered:

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
THE STATE OF TEXAS §

I hereby certify that this certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

Comptroller of Public Accounts
of the State of Texas

[SEAL]

* * *

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

The following form of authentication certificate shall be printed on the face of each of the Certificates other than those initially delivered:

AUTHENTICATION CERTIFICATE

This Certificate is one of the Certificates described in and delivered pursuant to the within mentioned Ordinance; and, except for the Certificates initially delivered, this Certificate has been issued in exchange for or replacement of a Certificate, Certificates, or a portion of a Certificate or Certificates of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Paying Agent/Registrar

By _____
Authorized Signature

Date of Authentication: _____

* * *

FORM OF ASSIGNMENT

The following form of assignment shall be printed on the back of each of the Certificates:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

(Please print or type name, address, and zip code of Transferee)

(Please insert Social Security or Taxpayer Identification Number of Transferee)
the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ attorney to transfer such bond on the books
kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature Guaranteed:

Registered Owner

NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond to the name of the Registered Owner as shown on the face of this bond in every particular, without any alteration, enlargement or change whatsoever.

* * *

EXHIBIT B
PAYING AGENT/REGISTRAR AGREEMENT

See Tab __

EXHIBIT C

Bid Form

See Tab __



Memo

To: Clay Pearson, City Manager

From: Claire Bogard, Director of Finance *CB*

CC: Jon Branson, Deputy City Manager; Trent Epperson,
Assistant City Manager

Date: August 11, 2015

Re: Certificates of Obligation and General Obligation Bonds –
Series 2015 Bond Sale

8/11/2015

To: Mayor and City Council members
Further progress on bond issuance financing for capital projects, for your upcoming action.
Clay

On July 13, 2015, City Council approved Resolution 2015-116, approving and authorizing publication of a notice of intent to issue Certificates of Obligation, Series 2015 in the amount of \$4,860,000. In concurrence with the Certificate sale, City staff reviewed the projects and timing of a General Obligation or Permanent improvement bond sale, Series 2015 in the amount of \$8,530,000. Both bond sales will occur on August 24, 2015 with City Council approval that evening.

Certificates of Obligation – Totals \$4,860,000

This money will be used for Industrial Drive and Fire Station #2, currently under construction. The amount of the bond sale is \$360,000 lower than what was originally submitted on July 13, 2015 based on using cash on hand for the smaller projects.

The notice of intent to issue Certificates of Obligation was published for 2 consecutive weeks with the 1st publication before the 31st day of the sale of the bonds, pursuant to the Certificate of Obligation Act, Chapter 271.041 of the Local Government Code.

General Obligation Bonds – Totals \$8,530,000

The sale of General Obligation bonds total \$8,530,000 is being used pursuant to the 2007 bond referendum propositions as follows:

	Amount Authorized	Issued To-Date	The Bonds	Remaining Amount
Road	84,190,000	31,983,000	2,667,000	49,540,000
Drainage	35,305,000	17,616,500	2,856,000	14,832,500
Fire Station	2,895,000	2,895,000		-0-
Parks	19,990,000	10,730,000	2,705,000	6,555,000
Rec./Nat.	16,225,000	15,210,500		1,014,500
Library	3,410,000		302,000	3,108,000
Totals	162,015,000	78,435,000	8,530,000	75,050,000

Details of each project are attached based on Thursday memo dated June 27, 2015.

Schedule

The preliminary official statements have been drafted and reviewed. The bonds are in the process of being rated by Moody's and Fitch, with a conference call with Moody's on August 6, 2015.

The bond sale is a competitive bond sale with bids due Monday, August 24th at 11:00am. The City's financial advisor will analyze the bids and recommend award to the successful bidder at the City's Council meeting that evening. **The actual Ordinance approving the bond sale of the bonds will be a First and Final reading and declaring an emergency as pricing and the bond market would not allow the City to hold the bids for 2 weeks.**



Memo

To: Clay Pearson, City Manager

From: Claire Bogard, Director of Finance ^{CB}

CC: Jon Branson, Deputy City Manager; Trent Epperson,
Assistant City Manager

Date: June 29, 2015

Re: Certificates of Obligation and General Obligation Bonds –
Series 2015

Pursuant to the fiscal year 2015 budget and 2015-2019 Capital Improvement Plan, City staff will be bringing forward for City Council consideration and approval to proceed with the issuance of Certificates of Obligation and General Obligation bonds. Both of these bond issuances had been included in last year's forecast as well as in the current updated forecast for the Debt Service Fund and General Fund during the fiscal year 2016 budget process. Taking each issuance separately:

Certificates of Obligation – Totals \$5,220,000 to construction

The Certificates will fund design and construction or renovation of facilities that were not included in the 2007 bond referendum as well as the 20% match towards Transportation Improvement Plan projects for Shadow Creek Trail and Green Tee Trail.

The only facilities that were addressed in the 2007 bond referendum were the expansion of Tom Reid Library, the Natatorium/Recreation Center, and the Nature Center. Fire Stations and renovation of existing facilities were not addressed at that time and with the implementation of a combination full-time/volunteer fire department and significant growth since then, City facilities are in dire need of renovation and expansion. City Council did approve an Intent to Reimburse, Resolution R2015-4, in January 2015 and these projects have been moving forward. Below is a list of projects to be funded compared to the 2015 adopted budget:

Project	Original Amount	Revised Amount	Description
SCR Trail	\$ 23,147	\$ 23,147	Land/ROW
Green Tee Trail	\$ 21,037	\$ 21,037	Land/ROW
Centennial Park Phase II	\$ 223,064	\$ -0-	Construction
Tom Reid Library	\$ 412,300	\$ -0-	Construction
City Hall Complex	\$4,397,699	\$ -0-	Construction
Fire Station #3	\$	\$ 173,000	Construction
Fire Station #2	\$3,669,954	\$3,669,954	Construction
Orange St Service Center	\$2,120,000	\$ 138,900	PER/Design
Old Town Area Sidewalks	\$ 200,000	\$ -0-	
Industrial Drive Realignment	\$ -0-	\$1,190,000	Design/Construction
Total	\$11,067,201	\$5,216,038	

Shadow Creek Ranch Trail and Green Tee Trail – Both of these projects, extensions of hike and bike trails, were funded as part of the 2013-2014 Transportation Improvement Plan, whereby 80% of the projects is funded by grant funds. This cost represents 20% of the City's land/ROW expense with construction planned in fiscal year 2016. Since this project was not part of the 2007 Bond Referendum and outstanding authorizations have been earmarked for projects in the bond referendum, use of Certificates to fund the City's 20% match is needed.

Centennial Park Phase II and Tom Reid Library– the budget anticipated the use of Certificates of Obligation to fund the anticipated construction overages on these projects that were part of the 2007 bond referendum, however due to the timing of the projects, construction will occur in fiscal year 2016.

City Hall Complex Renovations – In line with Council direction at the March 2014 retreat and subsequent discussions; renovate and repurpose all floors in City Hall and the entire Community Center to accommodate department growth, adjacencies, security and space needs. After preliminary engineering and review with City Council of construction options, a design contract was approved in the amount of \$407,600 with Hall Barnum Lucchesi Architects. Design is currently underway and due to project timing construction dollars will not be needed until later in fiscal year 2016.

Fire Station #3 – Fire Station #3, a 10,000 square foot facility is almost complete. Based on the construction bid received and awarded and other FF&E, it is projected that the project will need an additional \$173,000 to complete.

Fire Station #2 - Land has been purchased at the northwest corner of Fite and Harkey and construction of an approximate 10,000 square foot facility is currently underway with anticipated opening fall of 2015. Construction dollars in fiscal year 2015 totaling \$3.7 million is needed.

Orange Street Service Center - funding for construction and renovation of the current Orange Street Service Center was budgeted in fiscal year 2015; however due to project timing, only funds towards preliminary engineering and design is needed with construction later in fiscal year 2016.

Industrial Drive Realignment – TxDOT has secured funding to add a turn lane on SH35 at this intersection and they will also conduct a traffic signal warrant. In order for TxDOT to move forward, the East and West Industrial Drive must realign to eliminate an existing off-set. Based on last year's capital program, this project, not anticipated, was to be funded with existing bond authorization, however due to project cost increases on voted bond projects, funding is not available within the 2007 bond authorization, as such Certificates of Obligation would be needed to fund this improvement.

On July 13th, City Council will be asked to approve a "Notice of Intent to Issue Certificates of Obligation" pursuant to the Certificate of Obligation Act, Section 271.041 – 271.049 of the Texas Local Government Code. The notice will be published once a week for two consecutive weeks in the City's official newspaper, with the date of first publication to be before the 31th day before the ordinance approving the issuance is anticipated. The notice gives the date and time tentatively set for the passage of the ordinance, the maximum amount and purpose of the bonds, and the manner in which the debt will be paid for; ie: property taxes, revenues, etc. The bonds planned for by the City will be property taxed back bonds. The law also provides for a petition signed by at least 5% of the qualified voters. This notice allows for a public process.

General Obligation Bonds – Totals \$8,530,000

The City's budget and capital program for fiscal year 2015, included the sale of General Obligation Bonds in the amount \$16,888,546. Due to changes in project timing, the amount needed for fiscal year 2015 is \$8.5 million, as shown below and compared to adopted budget.

<u>Project</u>	<u>Original Amount</u>	<u>Revised Amount</u>	<u>Description</u>
Cowart Creek Diversion	\$1,524,159	\$1,524,159	Construction
Old Townsite Drainage	\$2,312,200	\$ -0-	Design/Construction
Independence Park Phase I	\$ 179,810	\$ 179,810	Design
Shadow Creek Ranch Phase I	\$2,116,834	\$2,116,834	Construction
Delores Fenwick Nature Center	\$ 39,150	\$ 158,000	Design
Centennial Park Phase II	\$1,504,936	\$ 250,000	Design
Tom Reid Library Expansion	\$ 882,600	\$ 301,775	Design
Bailey Road (Vet. To FM1128)	\$1,067,480	\$1,067,480	Begin Construction
Hughes Ranch Rd (CR403)	\$ 200,000	-0-	
Fite Road	\$ 679,810	\$ 46,585	Begin Construction
Max Road	\$ 849,685	\$ 937,685	Begin Construction
Regency Park Paving	\$2,766,600	\$1,858,996	Begin Construction
Kirby Drive Expansion	\$ 738,545	\$ 738,545	Construction
McHard Rd. Extension	\$ 771,094	\$ 238,551	Design
Smith Ranch Rd. Extension	\$ 65,643	\$ 114,634	Design
Old Alvin	\$ -0-	\$ 179,013	
Industrial Dr. Realignment	\$1,190,000	-0-	Design/Construction
Reallocation of CO's		\$-1,183,066	
Total	\$16,888,546	\$8,529,001	

Cowart Creek Diversion – Consists of re-grading the north-south ditches along all of the roads between Harkey and Veterans from CR101 to CR100.

Old Townsite Drainage – Project pushing to fiscal year 2016 pending potential future development and potential developer agreements.

Independence Park Phase I – Design of improvements that include a re-orientation of the entry in the park, relocation and replacement of playground, additional parking, small stage and berm type amphitheater and other minor improvements.

Shadow Creek Ranch Phase I – Project under construction and include athletic fields. Expected to be complete early fall 2015.

Delores Fenwick Nature Center – Design for a demonstration, program, environmental educational center with demonstration gardens, office, restrooms, classroom, and parking.

Centennial Park Phase II - The budget anticipated that construction would begin in 2015, however design is still underway and includes converting the existing soccer fields to softball fields. Construction to occur in fiscal year 2016.

Tom Reid Library – Under design, construction in fiscal year 2016 for expansion of the library to meet the growth and new needs.

Bailey Road – Funds to begin construction of a four-lane curb and gutter boulevard from Veterans to FM1128. 80% of the project funded with TIP funds.

Hughes Ranch Rd (Cullen to Smith Ranch Rd.) – Bonds have already been sold for land acquisition which is currently in process and a design contract has been awarded. Funding not needed until fiscal year 2016.

Fite and Max Road – Both projects 80% funded with TIP funds and both are in design. Max Road to be under construction before Fite Road, based on project timing.

Regency Park Paving - Construction contract has been let in the amount of \$2.9 million, project will span the 2015 and 2016 fiscal years, with remaining funding in fiscal year 2016.

Kirby Drive Expansion – Extend the remaining two lanes of a four lane road from Pearland Town Center Entrance to CR 59 with the expansion of Alvin ISD schools.

McHard Rd. Extension (Mykawa to Cullen)- 20% match toward TIP funding for design of a four lane concrete, curb and gutter, divided roadway.

Smith Ranch Rd. Extension – 20% match toward TIP funding for design for a four lane, divided, concrete curb and gutter from Hughes Ranch Rd. to just north of Broadway.

Old Alvin – Additional funding needed to complete the PER/Design of Old Alvin, Plum to McHard taking a two-lane asphalt road to a four lane undivided curb and gutter roadway.

Industrial Drive Realignment – moved to be funded with Certificates of Obligation versus General Obligation Bonds.

Staff is reallocating approximately \$1.2 million in Certificates of Obligation already sold and in hand to buy down the amount of bonds to be issued. The monies have to be used accordance with the Notice of Certificates, therefore, the funds are used to fund engineering services on Bailey, Regency, Fite, Max, and Kirby. Bond Counsel has been consulted and concur.

Summary of the 2007 Voted Bond Authorization is as follows:

	<u>Voted</u>	<u>Sold</u>	<u>Remaining</u>	<u>2015 Issuance</u>
Road	\$ 84,190,000	\$31,983,000	\$52,207,000	\$2,666,225
Drainage	35,305,000	17,616,500	17,688,500	2,856,368
Fire Station	2,895,000	2,895,000	-0-	
Natorium	16,225,000	15,210,500	1,104,500	
Parks	19,990,000	10,730,000	9,260,000	2,704,644
Library	<u>3,410,000</u>	<u>-0-</u>	<u>3,410,000</u>	<u>301,775</u>
Total	\$162,015,000	\$78,435,000	\$83,670,000	\$8,529,012

After this bond sale there will be \$75,140,000 remaining to be sold on the 2007 voted authorization. It is anticipated that almost all of the bonds will be sold by 2019, with another \$22million to be sold in fiscal year 2016 based on the 2016-2020 Capital Improvement Program.

Water/Sewer Revenue Bonds – No sale of bonds needed in fiscal year 2015

As mentioned during discussion of the 2014-2015 year-end projections during the June 29, 2015 special meeting, a budgeted bond sale in the amount of \$2.1 million for the water/sewer fund will not be needed in fiscal year 2015 as the use of cash on hand is being used versus the issuance of debt.

As previously stated, these projects and associated monies needed are in unification with the fiscal year 2015 budget and capital improvement program as adjusted for known cost and project timing. On July 13th City Council will be asked to approve the Notice of Intent to Issue Certificates of Obligation as well as give approval to proceed with the General Obligation Bond sale. Upon approval, the public notice will be published for the Certificates of Obligation and the preliminary official statements for both bond issues will be drafted. It is anticipated that the bond sales would occur on August 24, 2015, with a first and final reading, as this bond sale will be competitive with bids due that day. The daily fluctuations in the bond market would not allow us to hold these bids for two weeks. The bonds would close a month later, in September 2015.



Tentative Schedule of Events

\$5,220,000*
Certificates of Obligation,
Series 2015

\$8,530,000*
Permanent Improvement
Bonds, Series 2015

June - 2015						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July - 2015						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August - 2015						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September - 2015						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

<u>Date</u>	<u>Action</u>	<u>Role</u>
Tuesday, June 30 th	First Drafts of Notice of Sale (NOS) and Preliminary Official Statement (POS)	BOSC
Monday, July 13 th	Council Meeting to Review Schedule of Events and Authorize Notice of Intent to Issue CO's	BOSC, City, AK
Tuesday, July 14 th	Second Draft of POS	BOSC, City, AK
Wednesday, July 15 th	First Notice Published	City
Tuesday, July 21 st	Third Draft of POS	BOSC, AK, City
Wednesday, July 22 nd	Second Notice Published	City
Tuesday, July 28 th	Final Draft of POS	BOSC, AK, City
Week of August 3 rd	Rating Agency Calls	BOSC, City
Friday, August 14 th	Print and Distribute Final NOS & POS	BOSC
Monday, August 24 th	Pricing of Certificates of Obligation, Series 2015 and Permanent Improvement Bonds, Series 2015	BOSC, AK, City, UW
Tuesday, September 22 nd	Bond Closings	BOSC, AK, City, UW

PARTICIPANTS

City - City of Pearland, Texas
 BOSC - BOSC, Inc.
 AK - Andrews Kurth LLP
 UW - Underwriters



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

AGENDA OF:	August 24, 2015	ITEM NO.:	Ordinance No. 1515
DATE SUBMITTED:	August 14, 2015	DEPT. OF ORIGIN:	Finance
PREPARED BY:	Claire Bogard	PRESENTOR:	Claire Bogard
REVIEWED BY:	Jon R. Branson	REVIEW DATE:	August 14, 2015
SUBJECT: First and Final Reading of Ordinance 1515 – An Ordinance Authorizing and Ordering the Issuance of City of Pearland, Texas Permanent Improvement Bonds, Series 2015; Prescribing the Terms and Form Thereof; Making other Provisions Regarding such Bonds, Including the Use of the Proceeds Thereof, and Matters Incident Thereto; and Declaring an Emergency			
EXHIBITS: Ordinance 1515 Memo to City Council – Certificate of Obligation and General Obligation Bonds, August 2015			
FUNDING:			
	<input type="checkbox"/> Grant	<input type="checkbox"/> Developer/Other	<input type="checkbox"/> Cash
<input checked="" 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:		AMOUNT BUDGETED:	
AMOUNT AVAILABLE:		PROJECT NO.:	
ACCOUNT NO.:			
ADDITIONAL APPROPRIATION REQUIRED:			
ACCOUNT NO.:			
PROJECT NO.:			
To be completed by Department:			
X Finance	X Legal	Ordinance	X Resolution

EXECUTIVE SUMMARY

BACKGROUND

The fiscal year 2016 budget included the sale of Permanent Improvement Bonds in the amount of \$16,888,546 in order to fund capital improvement projects that would be funded with the 2007 voted bond authorization. The actual amount of the bond sale is \$8,530,000, \$8.3 million lower than the fiscal year 2015 capital improvement program mainly due to project timing, moving Industrial Drive Realignment to Certificates of Obligation, and use of \$1.2 million in bonds already sold and reallocated, due to project savings, to buy down the debt issuance. The lists of projects and bond amounts compared to the adopted budget is as follows:

<u>Project</u>	<u>Original Budget</u>	<u>Revised Amount</u>
Cowart Creek Diversion	1,524,159	1,524,159
Old Townsite Drainage	2,312,000	
Independence Park Phase I	179,800	179,810
SCR Park Phase I	2,116,834	2,116,834
Delores Fenwick Nature Ctr	39,150	158,000
Centennial Park Phase II	1,504,936	250,000
Tom Reid Library	882,600	301,775
Bailey Rd (Vet to FM1128)	1,067,480	1,067,480
Hughes Rd (CR403)	200,000	-0-
Fite Road	679,810	46,585
Max Road	849,685	937,685
Regency Park Paving	2,766,600	1,858,996
Kirby Drive Expansion	738,545	738,545
McHard Rd. Extension	771,094	238,551
Smith Ranch Rd. Extension	65,643	114,645
Old Alvin	-0-	179,013
Industrial Drive Realignment	1,190,000	-0-
Reallocation of Bonds		-1,183,066
Total	<u>\$16,888,546</u>	<u>\$8,529,012</u>

Work has begun on most of these projects and City Council approved a notice of intent to be reimbursed from future bond proceeds in January 2015; Resolution R2015-4.

After the sale of the bonds, there will be \$75,050,000 in authorized but unissued bonds from the 2007 voted bond authorization as shown below:

	<u>Amount Authorized</u>	<u>Issued To-Date</u>	<u>The Bonds</u>	<u>Remaining Amount</u>
Road	84,190,000	31,983,000	2,667,000	49,540,000
Drainage	35,305,000	17,616,500	2,856,000	14,832,500
Fire Station	2,895,000	2,895,000		-0-
Parks	19,990,000	10,730,000	2,705,000	6,555,000
Rec./Nat.	16,225,000	15,210,500		1,014,500
Library	<u>3,410,000</u>		<u>302,000</u>	<u>3,108,000</u>
Totals	162,015,000	78,435,000	8,530,000	75,050,000

BID AND AWARD

On Monday August 24, 2015, at 11:00am, the City's Financial Advisor, BOSC, Inc., will be accepting competitive bids for the bonds. The results of the bids will be reviewed and shared with City Council at the City Council meeting on August 24th, with recommendation for award.

In conjunction with the bond sale, Moody's Investor Services reaffirmed the City's bond rating of Aa2. "The rating reflects the city's sizable and growing tax base, favorable socioeconomic profile, healthy financial reserve levels, and elevated debt burdens.

The Ordinance approving the sale of the bonds will be a First and Final reading and declaring an emergency as pricing and the bond market would not allow the City to hold the bids for two weeks. The Bonds will close in September.

CURRENT AND FUTURE FUNDING /FINANCIAL IMPACTS/DEBT SERVICE

The bonds are structured with a 20-year maturity, level principal payment with a declining annual debt service payment. For fiscal year 2016 annual debt service is estimated at \$911,958 based on 5% interest with an annual average debt service of \$643,379.

RECOMMENDED ACTION

Consideration and Approval of Ordinance 1515, and Ordinance Authorizing and Ordering the Issuance of City of Pearland, Texas Permanent Improvement Bonds, Series 2015; Prescribing the Terms and Form Thereof; Making Other Provisions Regarding such Bonds, Including Use of the Proceeds Thereof, and Matters Incident Thereto; and Declaring an Emergency.

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ORDINANCE NO. 1515

AN ORDINANCE AUTHORIZING AND ORDERING THE ISSUANCE OF CITY OF PEARLAND, TEXAS PERMANENT IMPROVEMENT BONDS, SERIES 2015; PRESCRIBING THE TERMS AND FORM THEREOF; MAKING OTHER PROVISIONS REGARDING SUCH BONDS, INCLUDING USE OF THE PROCEEDS THEREOF, AND MATTERS INCIDENT THERETO; AND DECLARING AN EMERGENCY

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

ARTICLE I

FINDINGS AND DETERMINATIONS

Section 1.1: Findings and Determinations. The City Council hereby officially finds and determines that:

(a) The City of Pearland, Texas (the “City”), acting through its City Council, is authorized by Sections 3.07 and 8.24 of its Home Rule Charter and the Constitution and laws of the State of Texas, particularly Chapters 1331 of the Texas Government Code, as amended, to issue bonds for the purpose of making needed public improvements;

(b) The issuance of the bonds herein authorized was approved by the voters of the City at an election held for such purpose on May 12, 2007 (the “Election”), which was called by the City Council pursuant to Resolution No. R2007-35 adopted March 5, 2007, and which authorized the issuance of: (i) \$84,190,000 in bonds for purchasing and otherwise acquiring land for and constructing, repairing and improving streets, bridges and sidewalks of the City with first priority to be given to the construction, repair and improvement of Bailey Road, Cullen Boulevard, Dixie Farm Road and McHard Road (“Proposition 1”); (ii) \$35,305,000 in bonds for purchasing, acquiring, enlarging, extending, equipping and constructing drainage improvements and facilities at various locations within the City, including acquiring lands and rights-of-way for any of such purposes (“Proposition 2”); (iii) \$2,895,000 in bonds for purchasing, acquiring, constructing, repairing and improving land, facilities and equipment for public safety purposes (including fire fighting needs) (“Proposition 3”); (iv) \$19,990,000 in bonds for purchasing, acquiring, constructing, repairing and improving land, facilities and equipment for park and recreation purposes (“Proposition 4”); (v) \$16,225,000 in bonds for purchasing, acquiring, constructing, repairing and improving land, facilities and equipment for park and recreation purposes, with first priority to be given to the construction of recreation center and the construction of a natatorium (“Proposition 5”); and (vi) \$3,410,000 in bonds for purchasing and otherwise acquiring land for and constructing, repairing and improving library facilities (“Proposition 6”);

(c) The City Council canvassed the returns of the Election and by Ordinance No. R2007-86, adopted May 22, 2007 declared the results to be in favor of the issuance of the Bonds;

(d) The City has previously authorized, issued and delivered six installments of such authorized bonds from the Election in an aggregate principal amount of \$78,435,000, consisting of (i) \$31,983,000 of principal attributable to bonds authorized by Proposition 1; (ii) \$17,616,500 of principal attributable to bonds authorized by Proposition 2; (iii) \$2,895,000 of principal attributable to bonds authorized by Proposition 3; and (iv) \$10,730,000 of principal attributable to bonds authorized by Proposition 4; (v) \$15,210,500 of principal attributable to Proposition 5; and (vi) \$0 of principal attributable to Proposition 6.

(e) The City has now determined that it is necessary and advisable to authorize, issue and deliver a seventh installment of such authorized bonds in an aggregate principal amount of \$8,530,000, consisting of (i) \$2,667,000 of principal attributable to bonds authorized by Proposition 1; (ii) \$2,856,000 of principal attributable to bonds authorized by Proposition 2; (iii) \$2,705,000 of principal attributable to Proposition 4; and (iv) \$302,000 of principal attributable to bonds authorized by Proposition 6.

(f) Following the issuance of the Bonds, the City will have: (i) \$49,540,000 authorized but unissued bonds remaining pursuant to the Proposition 1; (ii) \$14,832,000 authorized but unissued bonds remaining pursuant to the Proposition 2; (iii) \$0 authorized but unissued bonds remaining pursuant to the Proposition 3; (iv) \$6,555,000 authorized but unissued bonds remaining pursuant to the Proposition 4; (v) \$1,014,000 authorized but unissued bonds remaining pursuant to the Proposition 5; and (vi) \$3,108,000 authorized but unissued bonds remaining pursuant to the Proposition 6;

(g) The City Council is of the opinion and hereby affirmatively finds that it is in the best interest of the City to issue the bonds in the amounts and for the purposes herein stated.

ARTICLE II

DEFINITIONS AND INTERPRETATIONS

Section 2.1: Definitions. As used herein, the following terms shall have the meanings specified, unless the context clearly indicates otherwise:

“Act” shall mean Chapters 1331, Texas Government Code, as amended .

“Attorney General” shall mean the Attorney General of the State of Texas.

“Bond” or “Bonds” shall mean any or all of the City of Pearland, Texas Permanent Improvement Bonds, Series 2015, authorized by this Ordinance.

“City” shall mean the City of Pearland, Texas and, where appropriate, its City Council.

“City Council” shall mean the governing body of the City.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Comptroller” shall mean the Comptroller of Public Accounts of the State of Texas.

“Construction Fund” shall mean the Permanent Improvement Bonds, Series 2015 Construction Fund established by the City and described in section 5.3 of this Ordinance.

“Debt Service Fund” shall mean the Permanent Improvement Bonds, Series 2015 Debt Service Fund established by the City and described in section 5.2 of this Ordinance.

“DTC” shall mean The Depository Trust Company, New York, New York, or any successor securities depository.

“DTC Participant” shall mean brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Election” shall mean the election held May 12, 2007 and described in Section 1.1(b) of this Ordinance.

“Fiscal Year” shall mean the City’s then designated fiscal year, which currently is the twelve-month period beginning on the first day of October of a calendar year and ending on the last day of September of the next succeeding calendar year and each such period may be designated with the number of the calendar year in which such period ends.

“Interest Payment Date,” when used in connection with any Bond, shall mean March 1, 2016, and each September 1 and March 1 thereafter until maturity or earlier redemption of such Bond.

“MSRB” means the Municipal Securities Rulemaking Board.

“Ordinance” shall mean this Ordinance and all amendments hereof and supplements hereto.

“Outstanding”, when used with reference to the Bonds, shall mean, as of a particular date, all Bonds theretofore and thereupon delivered pursuant to this Ordinance except: (a) any Bonds canceled by or on behalf of the City at or before such date; (b) any Bonds defeased pursuant to the defeasance provisions of this Ordinance or otherwise defeased as permitted by applicable law; and (c) any Bonds in lieu of or in substitution for which a replacement Bond shall have been delivered pursuant to this Ordinance.

“Paying Agent/Registrar” shall mean Wells Fargo Bank Texas, N.A., Minneapolis, Minnesota, and its successors in that capacity.

“Paying Agent/Registrar Agreement” shall mean the agreement between the City and the Paying Agent/Registrar as described more particularly in Section 6.1 hereof.

“Purchaser” means _____.

“Record Date” shall mean the close of business on the 15th day of the calendar month immediately preceding the applicable Interest Payment Date.

“Register” shall mean the registration books for the Bonds kept by the Paying Agent/Registrar in which are maintained the names and addresses of, and the principal amounts registered to, each Registered Owner of Bonds.

“Registered Owner” shall mean the person or entity in whose name any Bond is registered in the Register.

“Rule” means SEC Rule 15c2 12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

Section 2.2: Interpretations. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the levy of ad valorem taxes to pay the principal of and interest on the Bonds.

ARTICLE III

TERMS OF THE BONDS

Section 3.1: Amount, Purpose and Authorization. The Bonds shall be issued in fully registered form, without coupons, under and pursuant to the authority of the City’s Home Rule Charter and the Act in the total authorized aggregate principal amount of _____ (\$ _____) for the purpose of providing all or part of the funds for the following purposes: (a) \$2,667,000 for purchasing and otherwise acquiring land for and constructing, repairing and improving streets within the City, (b) \$2,856,000 in bonds for purchasing, acquiring, enlarging, extending, equipping and constructing drainage improvements and facilities at various locations within the City, including acquiring lands and rights-of-way for any of such purposes, (c) \$2,705,000 for purchasing, acquiring, constructing, repairing and improving land, facilities and equipment for park and recreation purposes, (d) \$302,000 for construction and improvements to the Library located within the City and (e) the costs of issuing the Bonds.

Section 3.2: Designation, Date and Interest Payment Dates. The Bonds shall be designated as the “City of Pearland, Texas Permanent Improvement Bonds, Series 2015,” and shall be dated September 1, 2015. The Bonds shall bear interest at the rates set forth in Section 3.3 below, from the later of September 1, 2015 or the most recent Interest Payment Date to which interest has been paid or duly provided for, calculated on the basis of a 360-day year of twelve 30-day months, payable on March 1, 2016, and each September 1 and March 1 thereafter until maturity or earlier redemption.

If interest on any Bond is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Paying Agent/Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Paying Agent/Registrar

shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the City. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each affected Registered Owner as of the close of business on the day prior to mailing of such notice.

Section 3.3: Numbers, Denomination, Interest Rates and Maturities. The Bonds shall be initially issued bearing the numbers, in the principal amounts and bearing interest at the rates set forth in the following schedule, and may be transferred and exchanged as set out in this Ordinance. The Bonds shall mature on March 1 in each of the years and in the amounts set out in such schedule. Bonds delivered in transfer of or in exchange for other Bonds shall be numbered in order of their authentication by the Paying Agent/Registrar, shall be in the denomination of \$5,000 or integral multiples thereof and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered.

<u>Bond Number</u>	<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
R-1		\$	%
R-2			
R-3			
R-4			
R-5			
R-6			
R-7			
R-8			
R-9			
R-10			
R-11			
R-12			
R-13			
R-14			
R-15			
R-16			
R-17			
R-18			
R-19			
R-20			
R-21			

Section 3.4: Redemption Prior to Maturity. (a) The Bonds maturing on and after March 1, 2025 are subject to redemption prior to maturity, at the option of the City, in whole or in part, on March 1, 2024, or any date thereafter, at par plus accrued interest to the date fixed for redemption.

(b) The Bonds maturing in the year ____ (the “Term Bonds”) are subject to mandatory sinking fund redemption in the following amounts (subject to reduction as hereinafter

provided), on the following dates, in each case at a redemption price equal to the principal amount of the Term Bonds or the portions thereof so called for redemption plus accrued interest to the date fixed for redemption:

	<u>Mandatory Redemption Dates</u> <u>(March 1)</u>	<u>Principal</u> <u>Amounts</u>
Certificates Maturing March 1, ____		

(maturity)

The particular Term Bonds to be redeemed shall be selected by the Registrar by lot or other customary random selection method, on or before January 15 of each year in which Term Bonds are to be mandatorily redeemed. The principal amount of Term Bonds to be mandatorily redeemed in each year shall be reduced by the principal amount of such Term Bonds that have been optionally redeemed on or before January 15 of such year and which have not been made the basis for a previous reduction.

(c) Bonds may be redeemed in part only in integral multiples of \$5,000. If a Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Bond may be redeemed, but only in integral multiples of \$5,000. In selecting portions of Bonds for redemption, each Bond shall be treated as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Bond by \$5,000. Upon presentation and surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with the provisions of this Ordinance, shall authenticate and deliver in exchange therefor a Bond or Bonds of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered.

(d) Notice of any redemption, identifying the Bonds or portions thereof to be redeemed, shall be sent by United States mail, first class, postage prepaid, to the Registered Owners thereof at their addresses as shown on the Register, not less than thirty (30) days before the date fixed for such redemption. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the redemption price of the Bonds called for redemption. If such notice of redemption is given, and if due provision for such payment is made, all as provided above, the Bonds which are to be so redeemed thereby automatically shall be redeemed prior to their scheduled maturities, they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being Outstanding except for the purpose of being paid with the funds so provided for such payment.

(e) The City reserves the right to give notice of its election or direction to optionally redeem Certificates conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent /Registrar to rescind the redemption notice, and such notice of

redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected owners. Any Certificates subject to conditional redemption where redemption has been rescinded shall remain Outstanding.

Section 3.5: Manner of Payment, Characteristics, Execution and Authentication. The Paying Agent/Registrar is hereby appointed the paying agent for the Bonds. The Bonds shall be payable, shall have the characteristics and shall be executed, sealed, registered and authenticated, all as provided and in the manner indicated in the FORM OF BONDS set forth in Article IV of this Ordinance. If any officer of the City whose manual or facsimile signature shall appear on the Bonds shall cease to be such officer before the authentication of the Bonds or before the delivery of the Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

The approving legal opinion of Andrews Kurth LLP, Houston, Texas, Bond Counsel, may be printed on the Bonds over the certification of the City Secretary, which may be executed in facsimile. CUSIP numbers also may be printed on the Bonds, but errors or omissions in the printing of either the opinion or the numbers shall have no effect on the validity of the Bonds.

Section 3.6: Authentication. Except for the Bonds to be initially issued, which need not be authenticated by the Paying Agent/Registrar, only such Bonds as shall bear thereon a certificate of authentication, substantially in the form provided in Article IV of this Ordinance, manually executed by an authorized representative of the Paying Agent/Registrar, shall be entitled to the benefits of this Ordinance or shall be valid or obligatory for any purpose. Such duly executed certificate of authentication shall be conclusive evidence that the Bond so authenticated was delivered by the Paying Agent/Registrar hereunder.

Section 3.7: Ownership. The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof and interest thereon and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Registered Owner of any Bond in accordance with this Section shall be valid and effective and shall discharge the liability of the City and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.8: Registration, Transfer and Exchange. The Paying Agent/Registrar is hereby appointed the registrar for the Bonds. So long as any Bond remains Outstanding, the Paying Agent/Registrar shall keep the Register at its office in Minneapolis, Minnesota in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of the Bonds in accordance with the terms of this Ordinance.

Each Bond shall be transferable only upon the presentation and surrender thereof at the office of the Paying Agent/Registrar, accompanied by an assignment duly executed by the Registered Owner or his authorized representative in form satisfactory to the Paying Agent/Registrar. Upon due presentation of any Bond for transfer, the Paying Agent/Registrar

shall authenticate and deliver in exchange therefor, within seventy-two (72) hours after such presentation, a new Bond or Bonds, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Bond or Bonds so presented and surrendered.

All Bonds shall be exchangeable upon the presentation and surrender thereof at the office of the Paying Agent/Registrar for a Bond or Bonds, maturity and interest rate and in any authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section. Each Bond delivered by the Paying Agent/Registrar in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

All Bonds issued in transfer or exchange shall be delivered to the Registered Owners thereof at the office of the Paying Agent/Registrar or sent by United States mail, first class, postage prepaid.

The City or the Paying Agent/Registrar may require the Registered Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the City.

The Paying Agent/Registrar shall not be required to transfer or exchange any Bond called for redemption in whole or in part during the forty-five (45) day period immediately prior to the date fixed for redemption; provided, however, that this restriction shall not apply to the transfer or exchange by the Registered Owner of the unredeemed portion of a Bond called for redemption in part.

Section 3.9: Book-Entry Only System. The definitive Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.11 hereof, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Owner at the close of business on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (b) the delivery to any DTC Participant or any other person, other than a Bondholder, as shown on the Register, of any notice with respect to the Bonds, including any notice of

redemption or (c) the payment to any DTC Participant or any other person, other than a Bondholder as shown in the Register, of any amount with respect to principal of Bonds, premium, if any, or interest on the Bonds.

Except as provided in Section 3.10 of this Ordinance, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of Bonds, premium, if any, and interest on the Bonds only to or upon the order of the respective owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an owner shall receive a Bond evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance.

Section 3.10: Payments and Notices to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, as long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on the Bonds, and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the representation letter of the City to DTC.

Section 3.11: Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the City to DTC, and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the City or the Paying Agent/Registrar shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (b) notify DTC of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Bondholders transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 3.12: Replacement Bonds. Upon the presentation and surrender to the Paying Agent/Registrar of a damaged or mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond, of the same maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Registered Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Paying Agent/Registrar and the City.

If any Bond is lost, apparently destroyed or wrongfully taken, the City, pursuant to the applicable laws of the State of Texas and ordinances of the City, and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall execute, and the Paying Agent/Registrar shall authenticate and deliver, a replacement Bond of the same maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding, provided that the Registered Owner thereof shall have:

(a) furnished to the City and the Paying Agent/Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;

(b) furnished such security or indemnity as may be required by the Paying Agent/Registrar and the City to save and hold them harmless;

(c) paid all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that may be imposed; and

(d) met any other reasonable requirements of the City and the Paying Agent/Registrar.

If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the City in its discretion may, instead of issuing a replacement Bond, authorize the Paying Agent/Registrar to pay such Bond.

Each replacement Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.13: Cancellation. All Bonds paid or redeemed in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment or redemption. The Paying Agent/Registrar shall periodically furnish the City with certificates of destruction of such Bonds.

ARTICLE IV

FORM OF BONDS

The Bonds, including the Form of Comptroller's Registration Certificate, Form of Paying Agent/Registrar Authentication Certificate, Form of Statement of Insurance, if any, and Form of

Assignment, shall be in substantially the form set forth in Exhibit A hereto, with such omissions, insertions and variations as may be necessary or desirable, and not prohibited by this Ordinance.

ARTICLE V

SECURITY FOR THE BONDS

Section 5.1: Pledge and Levy of Taxes. (a) To provide for the payment of principal of and interest on the Bonds, there is hereby levied, within the limits prescribed by law, for the current year and each succeeding year thereafter, while the Bonds or any part of the principal thereof and the interest thereon remain outstanding and unpaid, an ad valorem tax upon all taxable property within the City sufficient to pay the interest on the Bonds and to create and provide a sinking fund of not less than 2% of the principal amount of the Bonds or not less than the principal payable out of such tax, whichever is greater, with full allowance being made for tax delinquencies and the costs of tax collection, and such taxes, when collected, shall be applied to the payment of principal of and interest on the Bonds by deposit to the Debt Service Fund and to no other purpose.

(b) The City hereby declares its purpose and intent to provide and levy a tax legally sufficient to pay the principal of and interest on the Bonds, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax. As long as any Bonds remain outstanding, all moneys on deposit in, or credited to, the Debt Service Fund shall be secured by a pledge of security, as provided by law for cities in the State of Texas.

(c) To the extent necessary, the City hereby appropriates from current funds on hand and legally available therefor, funds sufficient, when added to the accrued interest received from the sale of the Bonds, to pay the interest on the Bonds payable on March 1, 2016 and September 1, 2016.

Section 5.2: Debt Service Fund. The Permanent Improvement Bonds, Series 2015 Debt Service Fund (the “Debt Service Fund”) is hereby created as a special fund solely for the benefit of the Bonds. The City shall establish and maintain such fund at an official City depository and shall keep such fund separate and apart from all other funds and accounts of the City. Any amount on deposit in the Debt Service Fund shall be maintained by the City in trust for the Registered Owners of the Bonds. Such amount, plus any other amounts deposited by the City into such fund and any and all investment earnings on amounts on deposit in such fund, shall be used only to pay the principal of, premium, if any, and interest on the Bonds.

Section 5.3: Construction Fund. The Permanent Improvement Bonds, Series 2015 Construction Fund (the “Construction Fund”) is hereby created as a special fund of the City. Money on deposit in the Construction Fund shall be used only for the purposes set forth in Section 3.1 of this Ordinance. Money on deposit in the Construction Fund may, at the option of the City, be invested as permitted by Texas law, provided that all such deposits and investments shall be made in such manner that the money required to be expended from the Construction Fund will be available at the proper time or times.

All interest and income derived from such deposits and investments shall remain in the Construction Fund, except that, to the extent required by law, such interest and income may be applied to make such payments to the United States of America as shall be required to assure that interest on the Bonds is exempt from federal income taxation. Upon the completion of the purposes set forth in Section 3.1 of this Ordinance, any surplus funds on deposit in the Construction Fund shall be transferred into the Debt Service Fund.

Section 5.4: Further Proceedings. After the Bonds to be initially issued have been executed, it shall be the duty of the Mayor to deliver the Bonds to be initially issued and all pertinent records and proceedings to the Attorney General for examination and approval. After the Bonds to be initially issued shall have been approved by the Attorney General, they shall be delivered to the Comptroller for registration. Upon registration of the Bonds to be initially issued, the Comptroller (or a deputy lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's registration certificate prescribed herein to be affixed or attached to the Bonds to be initially issued, and the seal of said Comptroller shall be impressed, or placed in facsimile, thereon.

ARTICLE VI

CONCERNING THE PAYING AGENT/REGISTRAR

Section 6.1: Acceptance. Wells Fargo Bank Texas, N.A., Minneapolis, Minnesota, is hereby appointed as the initial Paying Agent/Registrar for the Bonds pursuant to the terms and provisions of the Paying Agent/Registrar Agreement by and between the City and the Paying Agent/Registrar. The Paying Agent/Registrar Agreement shall be substantially in the form attached hereto as Exhibit B, the terms and provisions of which are hereby approved, and the Mayor is hereby authorized to execute and deliver such Paying Agent/Registrar Agreement on behalf of the City in multiple counterparts and the City Secretary is hereby authorized to attest thereto and affix the City's seal. Such initial Paying Agent/Registrar and any successor Paying Agent/Registrar, by undertaking the performance of the duties of the Paying Agent/Registrar hereunder, and in consideration of the payment of any fees pursuant to the terms of any contract between the Paying Agent/Registrar and the City and/or the deposits of money pursuant to this Ordinance, shall be deemed to accept and agree to abide by the terms of this Ordinance.

Section 6.2: Trust Funds. All money transferred to the Paying Agent/Registrar in its capacity as Paying Agent/Registrar for the Bonds under this Ordinance (except any sums representing Paying Agent/Registrar's fees) shall be held in trust for the benefit of the City, shall be the property of the City and shall be disbursed in accordance with this Ordinance.

Section 6.3: Bonds Presented. Subject to the provisions of Section 6.4, all matured Bonds presented to the Paying Agent/Registrar for payment shall be paid without the necessity of further instructions from the City. Such Bonds shall be canceled as provided herein.

Section 6.4: Unclaimed Funds Held by the Paying Agent/Registrar. Funds held by the Paying Agent/Registrar that represent principal of and interest on the Bonds remaining unclaimed by the Registered Owner thereof after the expiration of three years from the date such funds have become due and payable (a) shall be reported and disposed of by the Paying

Agent/Registrar in accordance with the provisions of Title 6 of the Texas Property Code, as amended, to the extent such provisions are applicable to such funds, or (b) to the extent such provisions do not apply to the funds, such funds shall be paid by the Paying Agent/Registrar to the City upon receipt by the Paying Agent/Registrar of a written request therefor from the City.

The Paying Agent/Registrar shall have no liability to the Registered Owners of the Bonds by virtue of actions taken in compliance with this Section.

Section 6.5: Paying Agent/Registrar May Own Bonds. The Paying Agent/Registrar in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights it would have if it were not the Paying Agent/Registrar.

Section 6.6: Successor Paying Agents/Registrars. The City covenants that at all times while any Bonds are Outstanding it will provide a legally qualified bank, trust company, financial institution or other agency to act as Paying Agent/Registrar for the Bonds. The City reserves the right to change the Paying Agent/Registrar for the Bonds on not less than sixty (60) days' written notice to the Paying Agent/Registrar, as long as any such notice is effective not less than 60 days prior to the next succeeding principal or interest payment date on the Bonds. Promptly upon the appointment of any successor Paying Agent/Registrar, the previous Paying Agent/Registrar shall deliver the Register or a copy thereof to the new Paying Agent/Registrar, and the new Paying Agent/Registrar shall notify each Registered Owner, by United States mail, first class, postage prepaid, of such change and of the address of the new Paying Agent/Registrar. Each Paying Agent/Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Ordinance.

ARTICLE VII

PROVISIONS CONCERNING SALE AND APPLICATION OF PROCEEDS OF BONDS

Section 7.1: Sale of Bonds; Insurance. The Bonds are hereby sold and shall be delivered to the Purchaser, _____, at a price of \$_____ (which is the par amount of the Bonds plus a premium on the Bonds of \$_____), plus accrued interest, in accordance with the terms of the Bid Form attached hereto as Exhibit C of even date herewith, presented to and hereby approved by the City Council, which price and terms are hereby found and determined to be the most advantageous reasonably obtainable by the City and produced the lowest net effective interest rate. The Mayor and other appropriate officials of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds.

Section 7.2: Approval, Registration and Delivery. The Mayor is hereby authorized to have control and custody of the Bonds and all necessary records and proceedings pertaining thereto pending their delivery, and the Mayor and other officers and employees of the City are hereby authorized and directed to make such certifications and to execute such instruments as may be necessary to accomplish the delivery of the Bonds and to assure the investigation, examination and approval thereof by the Attorney General and the registration of the initial Bonds by the Comptroller. Upon registration of the Bonds, the Comptroller (or the Comptroller's

certificates clerk or an assistant certificates clerk lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificates prescribed herein to be attached or affixed to each Bond initially delivered and the seal of the Comptroller shall be impressed or printed or lithographed thereon.

Section 7.3: Offering Documents; Ratings. The City hereby approves the form and contents of the Notice of Sale and Preliminary Official Statement and the final Official Statement, dated as of the date hereof, relating to the Bonds, and any addenda, supplement or amendment thereto, and ratifies and approves the distribution of such Notice of Sale and Preliminary Official Statement and Official Statement in the offer and sale of the Bonds and in the reoffering of the Bonds by the Purchaser, with such changes therein or additions thereto as the officials executing same may deem advisable, such determination to be conclusively evidenced by their execution thereof. The Mayor is hereby authorized and directed to execute, and the City Secretary is hereby authorized and directed to attest, the final Official Statement. It is further hereby officially found, determined and declared that the statements and representations contained in the Notice of Sale and Preliminary Official Statement and final Official Statement are true and correct in all material respects, to the best knowledge and belief of the City Council, and that, as of the date thereof, the Preliminary Official Statement was an official statement of the City with respect to the Bonds that was deemed "final" by an authorized official of the City except for the omission of no more than the information permitted by subsection (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission. Copies of the Preliminary Official Statement and the Official Statement are attached hereto as Exhibit D and Exhibit E, respectively.

Further, the City Council hereby ratifies, authorizes and approves the actions of the Mayor, the City's financial advisor and other consultants in seeking ratings on the Bonds from Moody's Investor Service, Inc., and such actions are hereby ratified and confirmed.

Section 7.4: Application of Proceeds of Bonds; Appropriation. Proceeds from the sale of the Bonds shall, promptly upon receipt by the City, be applied as follows:

- (1) Accrued interest shall be deposited into the Debt Service Fund created in Section 5.2 of this Ordinance;
- (2) A portion of the proceeds shall be applied to pay expenses arising in connection with the issuance of the Bonds;
- (3) The remaining proceeds shall be deposited into the Construction Fund created in Section 5.3 of this Ordinance.

Section 7.5: Tax Exemption. The City intends that the interest on the Bonds shall be excludable from gross income of the owners thereof for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable temporary, proposed and final regulations (the "Regulations") and procedures promulgated thereunder and applicable to the Bonds. For this purpose, the City covenants that it will monitor and control the receipt, investment, expenditure and use of all gross proceeds of the Bonds (including all property the acquisition, construction or improvement of which is to be financed directly or indirectly with the proceeds of the Bonds) and take or omit

to take such other and further actions as may be required by Sections 103 and 141 through 150 of the Code and the Regulations to cause interest on the Bonds to be and remain excludable from the gross income, as defined in Section 61 of the Code, of the owners of the Bonds for federal income tax purposes. Without limiting the generality of the foregoing, the City shall comply with each of the following covenants:

(a) The City will use all of the proceeds of the Bonds to (i) provide funds for the purposes described in Section 3.1 hereof, which will be owned and operated by the City and (ii) to pay the costs of issuing the Bonds. The City will not use any portion of the proceeds of the Bonds to pay the principal of or interest or redemption premium on, any other obligation of the City or a related person.

(b) The City will not directly or indirectly take any action, or omit to take any action, which action or omission would cause the Bonds to constitute “private activity bonds” within the meaning of Section 141(a) of the Code.

(c) Principal of and interest on the Bonds will be paid solely from ad valorem taxes collected by the City, investment earnings on such collections, and as available, proceeds of the Bonds.

(d) Based upon all facts and estimates now known or reasonably expected to be in existence on the date the Bonds are delivered, the City reasonably expects that the proceeds of the Bonds will not be used in a manner that would cause the Bonds or any portion thereof to be an “arbitrage bond” within the meaning of Section 148 of the Code.

(e) At all times while the Bonds are outstanding, the City will identify and properly account for all amounts constituting gross proceeds of the Bonds in accordance with the Regulations. The City will monitor the yield on the investments of the proceeds of the Bonds and, to the extent required by the Code and the Regulations, will restrict the yield on such investments to a yield which is not materially higher than the yield on the Bonds. To the extent necessary to prevent the Bonds from constituting “arbitrage bonds,” the City will make such payments as are necessary to cause the yield on all yield restricted nonpurpose investments allocable to the Bonds to be less than the yield that is materially higher than the yield on the Bonds.

(f) The City will not take any action or knowingly omit to take any action that, if taken or omitted, would cause the Bonds to be treated as “federally guaranteed” obligations for purposes of Section 149(b) of the Code.

(g) The City represents that not more than fifty percent (50%) of the proceeds of the Bonds will be invested in nonpurpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four years or more within the meaning of Section 149(g)(3)(A)(ii) of the Code, and the City reasonably expects that at least eighty-five percent (85%) of the spendable proceeds of the Bonds will be used to carry out the governmental purpose of the Bonds within the three-year period beginning on the date of issue of the Bonds.

(h) The City will take all necessary steps to comply with the requirement that certain amounts earned by the City on the investment of the gross proceeds of the Bonds, if any, be rebated to the federal government. Specifically, the City will (i) maintain records regarding the receipt, investment, and expenditure of the gross proceeds of the Bonds as may be required to calculate such excess arbitrage profits separately from records of amounts on deposit in the funds and accounts of the City allocable to other obligations of the City or moneys which do not represent gross proceeds of any obligations of the City and retain such records for at least six years after the day on which the last outstanding Bond is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, not employed as an artifice or device to avoid in whole or in part, the requirements of Section 148 of the Code, including any specified method of accounting required by applicable Regulations to be used for all or a portion of any gross proceeds, (iii) calculate, at such times as are required by applicable Regulations, the amount of excess arbitrage profits, if any, earned from the investment of the gross proceeds of the Bonds and (iv) timely pay, as required by applicable Regulations, all amounts required to be rebated to the federal government. In addition, the City will exercise reasonable diligence to assure that no errors are made in the calculations required by the preceding sentence and, if such an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, interest thereon and any penalty.

(i) The City will not directly or indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if such arrangement had been at arm's length and had the yield on the Bonds not been relevant to either party.

(j) The City will timely file or cause to be filed with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Bonds on such form and in such place as the Secretary may prescribe.

(k) The City will not issue or use the Bonds as part of an "abusive arbitrage device" (as defined in Section 1.148-10(a) of the Regulations). Without limiting the foregoing, the Bonds are not and will not be a part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the Regulations, by (i) enabling the City to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, or (ii) increasing the burden on the market for tax-exempt obligations.

(l) Proper officers of the City charged with the responsibility for issuing the Bonds are hereby directed to make, execute and deliver certifications as to facts, estimates or circumstances in existence as of the date of issuance of the Bonds and stating whether there are facts, estimates or circumstances that would materially change the

City's expectations. On or after the date of issuance of the Bonds, the City will take such actions as are necessary and appropriate to assure the continuous accuracy of the representations contained in such certificates.

(m) The covenants and representations made or required by this Section are for the benefit of the Bond holders and any subsequent Bond holder, and may be relied upon by the Bond holders and any subsequent Bond holder and bond counsel to the City.

In complying with the foregoing covenants, the City may rely upon an unqualified opinion issued to the City by nationally recognized bond counsel that any action by the City or reliance upon any interpretation of the Code or Regulations contained in such opinion will not cause interest on the Bonds to be includable in gross income for federal income tax purposes under existing law.

Notwithstanding any other provision of this Ordinance, the City's representations and obligations under the covenants and provisions of this Section 7.5 shall survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the exclusion of interest on the Bonds from the gross income of the owners for federal income tax purposes.

Section 7.6: Related Matters. In order that the City shall satisfy in a timely manner all of its obligations under this Ordinance, the Mayor, City Secretary and all other appropriate officers, agents, representatives and employees of the City are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the issuance and delivery of the Bonds, including, without limitation, executing and delivering on behalf of the City all certificates, consents, receipts, requests, notices, and other documents as may be reasonably necessary to satisfy the City's obligations under this Ordinance and to direct the transfer and application of funds of the City consistent with the provisions of this Ordinance.

ARTICLE VIII

CONTINUING DISCLOSURE UNDERTAKING

Section 8.1: Annual Reports. The City shall provide annually to the MSRB, within six (6) months after the end of each fiscal year and in an electronic format prescribed by the MSRB, financial information and operating data with respect to the City quantitative financial information and operating data with respect to the City of the general type included in the Official Statement in Tables 1-3 and 5-13 and Appendix "B",. Any financial statements so to be provided shall be (a) prepared in accordance with generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time, as such principles may be changed from time to time to comply with state or federal law or regulation and (b) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not available at the time the financial information and operating data must be provided, then the City shall provide unaudited financial statements for the applicable fiscal year to the MSRB and shall provide to the MSRB audited financial statements, when and if the same become available.

If the City changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Article.

The financial information and operating data to be provided pursuant to this Article may be set forth in full in one or more documents or may be included by specific reference to documents (i) available to the public on the MSRB's internet web site or (ii) filed with the SEC.

Section 8.2: Material Event Notice. The City shall notify the MSRB in an electronic format prescribed by the MSRB, in a timely manner (not in excess of ten (10) days after the occurrence of the event), of any of the following events with respect to the Certificates:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
- (7) Modifications to rights of holders of the Certificates, if material;
- (8) Certificate calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the City;
- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive

agreement relating to any such actions, other than pursuant to its terms, if material; and

- (14) Appointment of a successor Paying Agent/Registrar or change in the name of the Paying Agent/Registrar, if material.

For the purposes, any event described in the immediate preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding Under States Bankruptcy Code or any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance this Section 8.1 by the time required by such Section.

Section 8.3: Identifying Information. All documents provided to the MSRB shall be accompanied by identifying information, as prescribed by the MSRB.

Section 8.4: Limitations, Disclaimers and Amendments. The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the City in any event will give the notice required by Section 8.2 of any Bond calls and defeasance that cause the City to be no longer such an “obligated person.”

The provisions of this Article are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, principal statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH

BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Article shall constitute a breach of or default under the Order for purposes of any other provision of this Order.

Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities law.

The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change, legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the Holders and beneficial owners of the Bonds. If the City so amends the provisions of this Article it shall include with any amended financial information or operating data next provided in accordance with Section 8.1 an explanation in narrative form of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

ARTICLE IX

MISCELLANEOUS

Section 9.1: Defeasance. The Bonds may be discharged, defeased, redeemed or refunded in any manner now or hereafter permitted by law.

Section 9.2: Application of Chapter 1208, Government Code. Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the City under Section 5.1 of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the taxes granted by the City under Section 5.1 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the Registered Owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 9.3: Ordinance a Contract - Amendments. This Ordinance shall constitute a contract with the Registered Owners from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Bond remains Outstanding except as permitted in this Section. The City may, without the consent of or notice to any Registered Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Registered Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Registered Owners who own in the aggregate 51 % of the principal amount of the Bond then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Registered Owners of Outstanding Bonds, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Bonds, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Bonds, (ii) give any preference to any Bond over any other Bond, or (iii) reduce the aggregate principal amount of Bonds required to be held by Registered Owners for consent to any such amendment, addition, or rescission.

Section 9.4: Legal Holidays. In any case where the date interest accrues and becomes payable on the Bonds or principal of the Bonds matures or the date fixed for redemption of any Bonds or a Record Date shall be in the City a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal need not be made on such date, or the Record Date shall not occur on such date, but payment may be made or the Record Date shall occur on the next succeeding day which is not in the City a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close with the same force and effect as if (i) made on the date of maturity or the date fixed for redemption and no interest shall accrue for the period from the date of maturity or redemption to the date of actual payment or (ii) the Record Date had occurred on the fifteenth day of that calendar month.

Section 9.5: No Recourse Against City Officials. No recourse shall be had for the payment of principal of or interest on any Bonds or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Bonds.

Section 9.6: Further Proceedings. The Mayor, City Secretary and other appropriate officials of the City are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Ordinance.

Section 9.7: Severability. If any Section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 9.8: Power to Revise Form of Documents. Notwithstanding any other provision of this Ordinance, the Mayor is hereby authorized to make or approve such revisions, additions, deletions, and variations to this Ordinance and in the form of the documents attached hereto as exhibits as, in the judgment of the Mayor, and in the opinion of Bond Counsel to the City, may be necessary or convenient to carry out or assist in carrying out the purposes of this

Ordinance, or as may be required for approval of the Bonds by the Attorney General of Texas; provided, however, that any changes to such documents resulting in substantive amendments to the terms and conditions of the Bonds or such documents shall be subject to the prior approval of the City Council.

Section 9.9: Open Meeting. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at City Hall for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 9.10: Repealer. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 9.11: Declaring an Emergency. It is hereby officially found and determined that a case of emergency and urgent public necessity exists that requires that this Ordinance be passed finally and take effect immediately on the date of its introduction, such emergency and urgent public necessity being that the proceeds from the sale of the Bonds are required as soon as possible and without delay for the purposes set forth herein.

Section 9.12: Effective Date. This Ordinance shall be in force and effect from and after its passage on the date shown below.

[signature page follows]

PASSED AND APPROVED on the first reading pursuant to Section 3.10 of the City Charter this August 24, 2015.

CITY OF PEARLAND, TEXAS

Mayor

ATTEST

City Secretary

(SEAL)

Exhibit A – Form of Bond

Exhibit B – Paying Agent/Registrar Agreement

Exhibit C – Bid Form

Exhibit D – Notice of Sale and Preliminary Official Statement

Exhibit E – Official Statement

March 1 thereafter until maturity or earlier redemption of this Bond, by check sent by United States mail, first class, postage prepaid, by the Paying Agent/Registrar to the Registered Owner of record as of the close of business on the 15th day of the calendar month immediately preceding the applicable interest payment date, as shown on the registration books kept by the Paying Agent/Registrar. Any accrued interest payable at maturity or earlier redemption shall be paid upon presentation and surrender of this Bond at the office of the Paying Agent/Registrar.

THIS BOND IS ONE OF A DULY AUTHORIZED SERIES OF BONDS (the “Bonds”) in the aggregate principal amount of \$ _____ issued pursuant to an ordinance adopted by the City Council of the City on August 24, 2015 (the “Ordinance”) for the purpose of providing funds for public improvements in the City, including (a) \$2,667,000 for purchasing and otherwise acquiring land for and constructing, repairing and improving streets within the City, (b) \$2,856,000 in bonds for purchasing, acquiring, enlarging, extending, equipping and constructing drainage improvements and facilities at various locations within the City, including acquiring lands and rights-of-way for any of such purposes, (c) \$2,705,000 for purchasing, acquiring, constructing, repairing and improving land, facilities and equipment for park and recreation purposes, (d) \$302,000 for construction and improvements to the Library located within the City and (e) the costs of issuing the Bonds.

⁴THIS BOND SHALL NOT BE VALID OR OBLIGATORY for any purpose or be entitled to any benefit under the Ordinance unless this Bond is authenticated by the Paying Agent/Registrar by due execution of the authentication certificate endorsed hereon.

THE CITY RESERVES THE RIGHT, at its option, to redeem, prior to their maturity, Bonds maturing on and after March 1, 2025, in whole or in part, on March 1, 2024, or any date thereafter, at par plus accrued interest to the date fixed for redemption.

THE BONDS MATURING IN THE YEAR _____ (the “Term Bonds”) are subject to mandatory sinking fund redemption in the following amounts (subject to reduction as hereinafter provided), on the following dates, in each case at a redemption price equal to the principal amount of the Term Bonds or the portions thereof so called for redemption plus accrued interest to the date fixed for redemption:

	<u>Mandatory Redemption Dates</u> <u>(March 1)</u>	<u>Principal</u> <u>Amounts</u>
Certificates Maturing March 1, _____		\$

(maturity)

The particular Term Bonds to be redeemed shall be selected by the Registrar by lot or other customary random selection method, on or before January 15 of each year in which Term Bonds

⁴ In the Initial Bond, this paragraph shall read:

THIS BOND SHALL NOT BE VALID OR OBLIGATORY for any purpose or be entitled to any benefit under the Ordinance unless this Bond is registered by the Comptroller of Public Accounts of the State of Texas by due execution of the registration certificate endorsed hereon.

are to be mandatorily redeemed. The principal amount of Term Bonds to be mandatorily redeemed in each year shall be reduced by the principal amount of such Term Bonds that have been optionally redeemed on or before January 15 of such year and which have not been made the basis for a previous reduction.

BONDS MAY BE REDEEMED IN PART only in integral multiples of \$5,000. If a Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Bond may be redeemed, but only in integral multiples of \$5,000. In selecting portions of Bonds for redemption, each Bond shall be treated as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Bond by \$5,000. Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with the provisions of the Ordinance, shall authenticate and deliver in exchange therefor a Bond or Bonds of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered.

NOTICE OF ANY SUCH REDEMPTION, identifying the Bonds or portions thereof to be redeemed, shall be sent by United States mail, first class, postage prepaid, to the Registered Owners thereof at their addresses as shown on the books of registration kept by the Paying Agent/Registrar, not less than thirty (30) days before the date fixed for such redemption. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the redemption price of the Bonds called for redemption. If such notice of redemption is given, and if due provision for such payment is made, all as provided above, the Bonds which are to be so redeemed thereby automatically shall be redeemed prior to their scheduled maturities, they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the purpose of being paid with the funds so provided for such payment.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the office of the Paying Agent/Registrar, accompanied by an assignment duly executed by the Registered Owner or its authorized representative, subject to the terms and conditions of the Ordinance.

THIS BOND IS EXCHANGEABLE at the office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Ordinance.

THE PAYING AGENT/REGISTRAR is not required to accept for transfer or exchange any Bond called for redemption, in whole or in part, during the forty-five (45) day period immediately prior to the date fixed for redemption; provided, however, that such limitation shall not apply to the transfer or exchange by the Registered Owner of an unredeemed portion of a Bond called for redemption in part.

THE CITY OR PAYING AGENT/REGISTRAR may require the Registered Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of a Bond. Any fee or charge of the Paying Agent/Registrar for a transfer or exchange shall be paid by the City.

THE REGISTERED OWNER of this Bond by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Ordinance.

IT IS HEREBY DECLARED AND REPRESENTED that this Bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law; that the Bonds do not exceed any constitutional or statutory limitation; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied, within the limits prescribed by law, against all taxable property in the City and have been irrevocably pledged for such payment.

REFERENCE IS HEREBY MADE TO THE ORDINANCE, a copy of which is filed with the Paying Agent/Registrar, for the full provisions thereof, to all of which the Registered Owners of the Bonds assent by acceptance of the Bonds.

IN WITNESS WHEREOF, the City has caused its corporate seal to be impressed or placed in facsimile hereon and this Bond to be signed by the Mayor and countersigned by the City Secretary by their manual, lithographed or printed facsimile signatures.

(AUTHENTICATION OR
REGISTRATION CERTIFICATE)

CITY OF PEARLAND, TEXAS

(SEAL)

Mayor

COUNTERSIGNED:

City Secretary

* * *

FORM OF COMPTROLLER'S REGISTRATION CERTIFICATE

The following form of Comptroller's Registration Certificate shall be attached or affixed to each of the Bonds initially delivered:

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
THE STATE OF TEXAS §

I hereby certify that this bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

(SEAL)

Comptroller of Public Accounts
of the State of Texas

* * *

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

The following form of authentication certificate shall be printed on the face of each of the Bonds other than those initially delivered:

AUTHENTICATION CERTIFICATE

This Bond is one of the Bonds described in and delivered pursuant to the within mentioned Ordinance; and, except for the Bonds initially delivered, this Bond has been issued in exchange for or replacement of a Bond, Bonds, or a portion of a Bond or Bonds of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

WELLS FARGO BANK, N.A.
as Paying Agent/Registrar

By _____
Authorized Signature

Date of Authentication: _____

* * *

FORM OF ASSIGNMENT

The following form of assignment shall be printed on the back of each of the Bonds:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

(Please print or type name, address, and zip code of Transferee)

(Please insert Social Security or Taxpayer Identification Number of Transferee)

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer such bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature Guaranteed:

Registered Owner

NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond to the name of the Registered Owner as shown on the face of this bond in every particular, without any alteration, enlargement or change whatsoever.

* * *

EXHIBIT B

PAYING AGENT/REGISTRAR AGREEMENT

See Tab _

EXHIBIT C

BID FORM
See Tab No.

EXHIBIT D

NOTICE OF SALE AND PRELIMINARY OFFICIAL STATEMENT

See Tab No.

EXHIBIT E
OFFICIAL STATEMENT

See Tab No. _



Memo

To: Clay Pearson, City Manager

From: Claire Bogard, Director of Finance *CB*

CC: Jon Branson, Deputy City Manager; Trent Epperson,
Assistant City Manager

Date: August 11, 2015

Re: Certificates of Obligation and General Obligation Bonds –
Series 2015 Bond Sale

8/11/2015

To: Mayor and City Council members
Further progress on bond issuance financing for capital projects, for your upcoming action.
Clay

On July 13, 2015, City Council approved Resolution 2015-116, approving and authorizing publication of a notice of intent to issue Certificates of Obligation, Series 2015 in the amount of \$4,860,000. In concurrence with the Certificate sale, City staff reviewed the projects and timing of a General Obligation or Permanent improvement bond sale, Series 2015 in the amount of \$8,530,000. Both bond sales will occur on August 24, 2015 with City Council approval that evening.

Certificates of Obligation – Totals \$4,860,000

This money will be used for Industrial Drive and Fire Station #2, currently under construction. The amount of the bond sale is \$360,000 lower than what was originally submitted on July 13, 2015 based on using cash on hand for the smaller projects.

The notice of intent to issue Certificates of Obligation was published for 2 consecutive weeks with the 1st publication before the 31st day of the sale of the bonds, pursuant to the Certificate of Obligation Act, Chapter 271.041 of the Local Government Code.

General Obligation Bonds – Totals \$8,530,000

The sale of General Obligation bonds total \$8,530,000 is being used pursuant to the 2007 bond referendum propositions as follows:

	Amount Authorized	Issued To-Date	The Bonds	Remaining Amount
Road	84,190,000	31,983,000	2,667,000	49,540,000
Drainage	35,305,000	17,616,500	2,856,000	14,832,500
Fire Station	2,895,000	2,895,000		-0-
Parks	19,990,000	10,730,000	2,705,000	6,555,000
Rec./Nat.	16,225,000	15,210,500		1,014,500
Library	3,410,000		302,000	3,108,000
Totals	162,015,000	78,435,000	8,530,000	75,050,000

Details of each project are attached based on Thursday memo dated June 27, 2015.

Schedule

The preliminary official statements have been drafted and reviewed. The bonds are in the process of being rated by Moody's and Fitch, with a conference call with Moody's on August 6, 2015.

The bond sale is a competitive bond sale with bids due Monday, August 24th at 11:00am. The City's financial advisor will analyze the bids and recommend award to the successful bidder at the City's Council meeting that evening. **The actual Ordinance approving the bond sale of the bonds will be a First and Final reading and declaring an emergency as pricing and the bond market would not allow the City to hold the bids for 2 weeks.**



Memo

To: Clay Pearson, City Manager

From: Claire Bogard, Director of Finance ^{CB}

CC: Jon Branson, Deputy City Manager; Trent Epperson,
Assistant City Manager

Date: June 29, 2015

Re: Certificates of Obligation and General Obligation Bonds –
Series 2015

Pursuant to the fiscal year 2015 budget and 2015-2019 Capital Improvement Plan, City staff will be bringing forward for City Council consideration and approval to proceed with the issuance of Certificates of Obligation and General Obligation bonds. Both of these bond issuances had been included in last year's forecast as well as in the current updated forecast for the Debt Service Fund and General Fund during the fiscal year 2016 budget process. Taking each issuance separately:

Certificates of Obligation – Totals \$5,220,000 to construction

The Certificates will fund design and construction or renovation of facilities that were not included in the 2007 bond referendum as well as the 20% match towards Transportation Improvement Plan projects for Shadow Creek Trail and Green Tee Trail.

The only facilities that were addressed in the 2007 bond referendum were the expansion of Tom Reid Library, the Natatorium/Recreation Center, and the Nature Center. Fire Stations and renovation of existing facilities were not addressed at that time and with the implementation of a combination full-time/volunteer fire department and significant growth since then, City facilities are in dire need of renovation and expansion. City Council did approve an Intent to Reimburse, Resolution R2015-4, in January 2015 and these projects have been moving forward. Below is a list of projects to be funded compared to the 2015 adopted budget:

Project	Original Amount	Revised Amount	Description
SCR Trail	\$ 23,147	\$ 23,147	Land/ROW
Green Tee Trail	\$ 21,037	\$ 21,037	Land/ROW
Centennial Park Phase II	\$ 223,064	\$ -0-	Construction
Tom Reid Library	\$ 412,300	\$ -0-	Construction
City Hall Complex	\$4,397,699	\$ -0-	Construction
Fire Station #3	\$	\$ 173,000	Construction
Fire Station #2	\$3,669,954	\$3,669,954	Construction
Orange St Service Center	\$2,120,000	\$ 138,900	PER/Design
Old Town Area Sidewalks	\$ 200,000	\$ -0-	
Industrial Drive Realignment	\$ -0-	\$1,190,000	Design/Construction
Total	\$11,067,201	\$5,216,038	

Shadow Creek Ranch Trail and Green Tee Trail – Both of these projects, extensions of hike and bike trails, were funded as part of the 2013-2014 Transportation Improvement Plan, whereby 80% of the projects is funded by grant funds. This cost represents 20% of the City's land/ROW expense with construction planned in fiscal year 2016. Since this project was not part of the 2007 Bond Referendum and outstanding authorizations have been earmarked for projects in the bond referendum, use of Certificates to fund the City's 20% match is needed.

Centennial Park Phase II and Tom Reid Library– the budget anticipated the use of Certificates of Obligation to fund the anticipated construction overages on these projects that were part of the 2007 bond referendum, however due to the timing of the projects, construction will occur in fiscal year 2016.

City Hall Complex Renovations – In line with Council direction at the March 2014 retreat and subsequent discussions; renovate and repurpose all floors in City Hall and the entire Community Center to accommodate department growth, adjacencies, security and space needs. After preliminary engineering and review with City Council of construction options, a design contract was approved in the amount of \$407,600 with Hall Barnum Lucchesi Architects. Design is currently underway and due to project timing construction dollars will not be needed until later in fiscal year 2016.

Fire Station #3 – Fire Station #3, a 10,000 square foot facility is almost complete. Based on the construction bid received and awarded and other FF&E, it is projected that the project will need an additional \$173,000 to complete.

Fire Station #2 - Land has been purchased at the northwest corner of Fite and Harkey and construction of an approximate 10,000 square foot facility is currently underway with anticipated opening fall of 2015. Construction dollars in fiscal year 2015 totaling \$3.7 million is needed.

Orange Street Service Center - funding for construction and renovation of the current Orange Street Service Center was budgeted in fiscal year 2015; however due to project timing, only funds towards preliminary engineering and design is needed with construction later in fiscal year 2016.

Industrial Drive Realignment – TxDOT has secured funding to add a turn lane on SH35 at this intersection and they will also conduct a traffic signal warrant. In order for TxDOT to move forward, the East and West Industrial Drive must realign to eliminate an existing off-set. Based on last year's capital program, this project, not anticipated, was to be funded with existing bond authorization, however due to project cost increases on voted bond projects, funding is not available within the 2007 bond authorization, as such Certificates of Obligation would be needed to fund this improvement.

On July 13th, City Council will be asked to approve a "Notice of Intent to Issue Certificates of Obligation" pursuant to the Certificate of Obligation Act, Section 271.041 – 271.049 of the Texas Local Government Code. The notice will be published once a week for two consecutive weeks in the City's official newspaper, with the date of first publication to be before the 31th day before the ordinance approving the issuance is anticipated. The notice gives the date and time tentatively set for the passage of the ordinance, the maximum amount and purpose of the bonds, and the manner in which the debt will be paid for; ie: property taxes, revenues, etc. The bonds planned for by the City will be property taxed back bonds. The law also provides for a petition signed by at least 5% of the qualified voters. This notice allows for a public process.

General Obligation Bonds – Totals \$8,530,000

The City's budget and capital program for fiscal year 2015, included the sale of General Obligation Bonds in the amount \$16,888,546. Due to changes in project timing, the amount needed for fiscal year 2015 is \$8.5 million, as shown below and compared to adopted budget.

<u>Project</u>	<u>Original Amount</u>	<u>Revised Amount</u>	<u>Description</u>
Cowart Creek Diversion	\$1,524,159	\$1,524,159	Construction
Old Townsite Drainage	\$2,312,200	\$ -0-	Design/Construction
Independence Park Phase I	\$ 179,810	\$ 179,810	Design
Shadow Creek Ranch Phase I	\$2,116,834	\$2,116,834	Construction
Delores Fenwick Nature Center	\$ 39,150	\$ 158,000	Design
Centennial Park Phase II	\$1,504,936	\$ 250,000	Design
Tom Reid Library Expansion	\$ 882,600	\$ 301,775	Design
Bailey Road (Vet. To FM1128)	\$1,067,480	\$1,067,480	Begin Construction
Hughes Ranch Rd (CR403)	\$ 200,000	-0-	
Fite Road	\$ 679,810	\$ 46,585	Begin Construction
Max Road	\$ 849,685	\$ 937,685	Begin Construction
Regency Park Paving	\$2,766,600	\$1,858,996	Begin Construction
Kirby Drive Expansion	\$ 738,545	\$ 738,545	Construction
McHard Rd. Extension	\$ 771,094	\$ 238,551	Design
Smith Ranch Rd. Extension	\$ 65,643	\$ 114,634	Design
Old Alvin	\$ -0-	\$ 179,013	
Industrial Dr. Realignment	\$1,190,000	-0-	Design/Construction
Reallocation of CO's		\$-1,183,066	
Total	\$16,888,546	\$8,529,001	

Cowart Creek Diversion – Consists of re-grading the north-south ditches along all of the roads between Harkey and Veterans from CR101 to CR100.

Old Townsite Drainage – Project pushing to fiscal year 2016 pending potential future development and potential developer agreements.

Independence Park Phase I – Design of improvements that include a re-orientation of the entry in the park, relocation and replacement of playground, additional parking, small stage and berm type amphitheater and other minor improvements.

Shadow Creek Ranch Phase I – Project under construction and include athletic fields. Expected to be complete early fall 2015.

Delores Fenwick Nature Center – Design for a demonstration, program, environmental educational center with demonstration gardens, office, restrooms, classroom, and parking.

Centennial Park Phase II - The budget anticipated that construction would begin in 2015, however design is still underway and includes converting the existing soccer fields to softball fields. Construction to occur in fiscal year 2016.

Tom Reid Library – Under design, construction in fiscal year 2016 for expansion of the library to meet the growth and new needs.

Bailey Road – Funds to begin construction of a four-lane curb and gutter boulevard from Veterans to FM1128. 80% of the project funded with TIP funds.

Hughes Ranch Rd (Cullen to Smith Ranch Rd.) – Bonds have already been sold for land acquisition which is currently in process and a design contract has been awarded. Funding not needed until fiscal year 2016.

Fite and Max Road – Both projects 80% funded with TIP funds and both are in design. Max Road to be under construction before Fite Road, based on project timing.

Regency Park Paving - Construction contract has been let in the amount of \$2.9 million, project will span the 2015 and 2016 fiscal years, with remaining funding in fiscal year 2016.

Kirby Drive Expansion – Extend the remaining two lanes of a four lane road from Pearland Town Center Entrance to CR 59 with the expansion of Alvin ISD schools.

McHard Rd. Extension (Mykawa to Cullen)- 20% match toward TIP funding for design of a four lane concrete, curb and gutter, divided roadway.

Smith Ranch Rd. Extension – 20% match toward TIP funding for design for a four lane, divided, concrete curb and gutter from Hughes Ranch Rd. to just north of Broadway.

Old Alvin – Additional funding needed to complete the PER/Design of Old Alvin, Plum to McHard taking a two-lane asphalt road to a four lane undivided curb and gutter roadway.

Industrial Drive Realignment – moved to be funded with Certificates of Obligation versus General Obligation Bonds.

Staff is reallocating approximately \$1.2 million in Certificates of Obligation already sold and in hand to buy down the amount of bonds to be issued. The monies have to be used accordance with the Notice of Certificates, therefore, the funds are used to fund engineering services on Bailey, Regency, Fite, Max, and Kirby. Bond Counsel has been consulted and concur.

Summary of the 2007 Voted Bond Authorization is as follows:

	<u>Voted</u>	<u>Sold</u>	<u>Remaining</u>	<u>2015 Issuance</u>
Road	\$ 84,190,000	\$31,983,000	\$52,207,000	\$2,666,225
Drainage	35,305,000	17,616,500	17,688,500	2,856,368
Fire Station	2,895,000	2,895,000	-0-	
Natorium	16,225,000	15,210,500	1,104,500	
Parks	19,990,000	10,730,000	9,260,000	2,704,644
Library	<u>3,410,000</u>	<u>-0-</u>	<u>3,410,000</u>	<u>301,775</u>
Total	\$162,015,000	\$78,435,000	\$83,670,000	\$8,529,012

After this bond sale there will be \$75,140,000 remaining to be sold on the 2007 voted authorization. It is anticipated that almost all of the bonds will be sold by 2019, with another \$22million to be sold in fiscal year 2016 based on the 2016-2020 Capital Improvement Program.

Water/Sewer Revenue Bonds – No sale of bonds needed in fiscal year 2015

As mentioned during discussion of the 2014-2015 year-end projections during the June 29, 2015 special meeting, a budgeted bond sale in the amount of \$2.1 million for the water/sewer fund will not be needed in fiscal year 2015 as the use of cash on hand is being used versus the issuance of debt.

As previously stated, these projects and associated monies needed are in unification with the fiscal year 2015 budget and capital improvement program as adjusted for known cost and project timing. On July 13th City Council will be asked to approve the Notice of Intent to Issue Certificates of Obligation as well as give approval to proceed with the General Obligation Bond sale. Upon approval, the public notice will be published for the Certificates of Obligation and the preliminary official statements for both bond issues will be drafted. It is anticipated that the bond sales would occur on August 24, 2015, with a first and final reading, as this bond sale will be competitive with bids due that day. The daily fluctuations in the bond market would not allow us to hold these bids for two weeks. The bonds would close a month later, in September 2015.



Tentative Schedule of Events

\$5,220,000*
Certificates of Obligation,
Series 2015

\$8,530,000*
Permanent Improvement
Bonds, Series 2015

June - 2015						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July - 2015						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August - 2015						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September - 2015						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

<u>Date</u>	<u>Action</u>	<u>Role</u>
Tuesday, June 30 th	First Drafts of Notice of Sale (NOS) and Preliminary Official Statement (POS)	BOSC
Monday, July 13 th	Council Meeting to Review Schedule of Events and Authorize Notice of Intent to Issue CO's	BOSC, City, AK
Tuesday, July 14 th	Second Draft of POS	BOSC, City, AK
Wednesday, July 15 th	First Notice Published	City
Tuesday, July 21 st	Third Draft of POS	BOSC, AK, City
Wednesday, July 22 nd	Second Notice Published	City
Tuesday, July 28 th	Final Draft of POS	BOSC, AK, City
Week of August 3 rd	Rating Agency Calls	BOSC, City
Friday, August 14 th	Print and Distribute Final NOS & POS	BOSC
Monday, August 24 th	Pricing of Certificates of Obligation, Series 2015 and Permanent Improvement Bonds, Series 2015	BOSC, AK, City, UW
Tuesday, September 22 nd	Bond Closings	BOSC, AK, City, UW

PARTICIPANTS

City - City of Pearland, Texas
 BOSC - BOSC, Inc.
 AK - Andrews Kurth LLP
 UW - Underwriters



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

AGENDA OF: August 24, 2015	ITEM NO.: Ordinance No. 2000T-18
DATE SUBMITTED: July 28, 2015	DEPT. OF ORIGIN: Planning
PREPARED BY: Ian Clowes	PRESENTOR: Lata Krishnarao
REVIEWED BY: Lata Krishnarao	REVIEW DATE: July 31,2015
SUBJECT: Ordinance No. 2000T-18 - An ordinance of the City Council of the City of Pearland, Texas, amending selected provisions of the Unified Development Code of the City regarding the undergrounding requirement for electrical utilities; and, the Land Use Matrix for automobile related uses; having a savings clause, a severability clause, and a repealer clause; providing for codification, publication and an effective date.	
ATTACHMENTS: Ordinance No. 2000T-18 and Exhibits (Exhibit A – Text Amendment; Exhibit B – Planning and Zoning Commission Recommendation Letter; Exhibit C - Legal Ad) 7.20.15 Joint Public Hearing Packet	
To be completed by Department:	
Finance	Legal Ordinance Resolution

SUMMARY: The proposed UDC amendments will make a change to the Land Use Matrix and clarify out current undergrounding requirements in the Corridor Overlay District.

Staff was directed to review the Pearland Parkway Corridor to identify all undeveloped tracts of land within the specified review area and where existing zoning districts allow for automobile related uses by right. For those specific tracts, the City Council requested staff to recommend changes that would limit the continued growth of automobile related uses along Pearland Parkway.

Staff conducted a workshop with City Council in February, and a workshop with P&Z and a Final Joint Workshop with Council and P&Z, both in June of this year. From those workshops staff concluded that overall changes to the OP, NS,GB and GC zoning designations in the Unified Development Code (UDC) was the most effective way to achieve City Councils goal and to avoid city initiated zone changes for specific parcels, which could be viewed as downzoning. As

proposed, no uses which are currently allowed in any of the zones will be eliminated but will simply involve further review by requiring the approval of a CUP by City Council.

Staff has noticed an increase of existing developments that had been zoned GB or GC for a number of years that now abut residential developments and have since turned over into more intense commercial uses such as auto repair, pawn shops, or fuel stations. For example, the area east of Dixie Farm, in the vicinity of Broadway Street, is zoned GC and abuts residential subdivisions. At the time this area was zoned GC, the surroundings were probably developed with large homesteads or vacant, with adequate buffering. Since then, these surroundings have developed with denser residential subdivisions with smaller lots, thereby raising adjacency concerns. Currently, the City has no ability to consider how these sites may or may not affect the abutting residential. The proposed changes will help with mitigating any negative impacts that may affect adjoining properties.

Additionally, staff would amend the existing PD's along Pearland Parkway (Oakbrook Estates and Stonebridge). This will be done at a later date with a separate Joint Public Hearing. Also, staff has been instructed to look at our current undergrounding requirement for electrical utilities within our Corridor Overlay Districts and within certain zoning districts. The proposed change alters the wording regarding screening of utility equipment, when undergrounding is required, and who is responsible for payment of installation.

STAFF RECOMMENDATION: Staff recommends the following changes to the UDC in order to achieve Council's goal:

1. Change all automobile related uses and Pawn Shop, Payday Loans, and Gold Exchange use, that are currently permitted outright in either the GB, GC, NS, or OP zones to require approval of a Conditional Use Permit, prior to opening up operations.
2. Amend the sections of the UDC that discuss underground utilities to further clarify what needs to be screened, when undergrounding is required, and who is responsible for payment of installation.

PLANNING AND ZONING COMMISSION DISCUSSION: At the regular meeting of the Planning and Zoning Commission on July 20, 2015, P&Z Commissioner Thomas Duncan made a motion to recommend approval of the proposed amendments to the UDC. The motion was seconded by P&Z Commissioner Ginger McFadden. The vote was 4-1 and the motion was approved. Commissioners, Starr, Tunstall, McFadden, and Duncan voted in favor of the proposed changes. P&Z Chairperson Fuertes voted in opposition.

STAFF RECOMMENDATION TO COUNCIL: Consider the proposed UDC 2000T-18 text amendment changes.

Ordinance No. 2000-T-18

Ordinance No. 2000T-18 - An ordinance of the City Council of the City of Pearland, Texas, amending selected provisions of the Unified Development Code of the City; regarding automobile related uses in BP-288, OP, NS,GB, and GC zones, and undergrounding requirement for electrical utilities; having a savings clause, a severability clause, and a repealer clause; providing for codification, publication and an effective date.

WHEREAS, on the 20th day of July, 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 20th day of July, 2015, the Planning and Zoning Commission of the City submitted its report and recommendation to the City Council regarding the proposed amendments to the Unified Development Code, whereby the Commission recommended approval of the amendments, with condition, said recommendation attached hereto and made a part hereof for all purposes as Exhibit "B"; now, therefore,

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

Section 1. That certain provisions of the Unified Development Code are hereby amended as shown in Exhibit “A” attached hereto and made a part hereof for all purposes.

Section 2. **Savings.** All rights and remedies which have accrued in favor of the City under this Ordinance and amendments thereto shall be and are preserved for the benefit of the City.

Section 3. **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 4. **Repealer.** All ordinances and parts of ordinances in conflict herewith are hereby repealed but only to the extent of such conflict.

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 and Effective Date.** The City Secretary shall cause this Ordinance, or its caption and penalty, to be published in the official newspaper of the City of Pearland, upon passage of such Ordinance. The Ordinance shall become effective immediately upon final passage.

PASSED and APPROVED ON FIRST READING this the 10th day of August, 2015.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

PASSED and APPROVED ON SECOND AND FINAL READING this the 24th day of August, 2015.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

Use	Residential Zoning Districts										Mixed Use Districts					Old Town			Non-Residential Zoning Districts											
	SD	R-E	SR-15	SR-12	R-1	R-2	R-3	R-4	TH	MF	MH	SPD					C-MU	G/O-MALL	OT-R	OT-GB	OT-MALL	RRN	OP	BP-200	NS	GB	GC	M-1	M-2	
Auto Glass Repair/Tinting											S1	S2	S3	S4	S5															
																C			C							C	C	P	P	
	Description: A shop that repairs damage windows or provides tinting services for vehicles. Parking: One space per 200 square feet of gross floor area.																													

Use	Residential Zoning Districts										Mixed Use Districts					Old Town			Non-Residential Zoning Districts											
	SD	R-E	SR-15	SR-12	R-1	R-2	R-3	R-4	TH	MF	MH	SPD					C-MU	G/O-MALL	OT-R	OT-GB	OT-MALL	RRN	OP	BP-200	NS	GB	GC	M-1	M-2	
Auto Interior Shop/Upholstery											S1	S2	S3	S4	S5															
																C			C							C	C	P	P	
	Description: An establishment that repairs or rebuilds the interior of the passenger compartment of automobiles, including the upholstery of seats. Parking: One space per 200 square feet of gross floor area.																													

Use	Residential Zoning Districts										Mixed Use Districts					Old Town			Non-Residential Zoning Districts											
	SD	R-E	SR-15	SR-12	R-1	R-2	R-3	R-4	TH	MF	MH	SPD					C-MU	G/O-MALL	OT-R	OT-GB	OT-MALL	RRN	OP	BP-200	NS	GB	GC	M-1	M-2	
Auto Parts Sales (With Outside Storage or Display)											S1	S2	S3	S4	S5															
																C										C	C	P	P	
	Description: An establishment that sells and installs auto parts and accessories. All outdoor storage will have to meet screening requirements of the Unified Development Code. Parking: One space per 200 square feet of gross floor area.																													

Use	Residential Zoning Districts										Mixed Use Districts					Old Town			Non-Residential Zoning Districts											
	SD	R-E	SR-15	SR-12	R-1	R-2	R-3	R-4	TH	MF	MH	SPD					C-MU	G/O-MALL	OT-R	OT-GB	OT-MALL	RRN	OP	BP-200	NS	GB	GC	M-1	M-2	
Auto Parts Sales (Indoors Only; With Repair Bays)											S1	S2	S3	S4	S5															
																C										C	C	P	P	
	Description: An establishment that sells auto parts and accessories and offers installation services. Parking: One space per 200 square feet of gross floor area.																													

Use	Residential Zoning Districts										Mixed Use Districts					Old Town			Non-Residential Zoning Districts											
	SD	R-E	SR-15	SR-12	R-1	R-2	R-3	R-4	TH	MF	MH	SPD					C-MU	G/O-MALL	OT-R	OT-GB	OT-MALL	RRN	OP	BP-200	NS	GB	GC	M-1	M-2	
Auto Rental											S1	S2	S3	S4	S5															
																			C							C	C	P	P	
	Description: A business establishment that provides for the renting of automobiles and light trucks on a short-term basis (differentiated from leasing, which is on a long-term basis). This may also involve the incidental storage of the automobiles and light trucks being rented. Parking: One space per 1500 square feet of open sales lot and enclosed floor area devoted to the sale and display.																													

Use	Residential Zoning Districts										Mixed Use Districts					Old Town			Non-Residential Zoning Districts											
	SD	R-E	SR-15	SR-12	R-1	R-2	R-3	R-4	TH	MF	MH	SPD					C-MU	G/O-MU	OT-R	OT-GB	OT-MU	RRN	OP	BP-288	NS	GB	GC	M-1	M-2	
Auto Repair (Major)											\$1	\$2	\$3	\$4	\$5															
	Description: General repair or reconditioning of engines, air conditioning systems and transmissions for motor vehicles; wrecker service; collision repair services including body, frame or fender straightening or repair; customizing; painting; vehicle steam cleaning; undercoating and rust proofing; those uses listed under Automobile Repair (Minor); and other similar uses. Parking: One space per 200 square feet of gross floor area, excluding office space.																													

Use	Residential Zoning Districts										Mixed Use Districts					Old Town			Non-Residential Zoning Districts											
	SD	R-E	SR-15	SR-12	R-1	R-2	R-3	R-4	TH	MF	MH	SPD					C-MU	G/O-MU	OT-R	OT-GB	OT-MU	RRN	OP	BP-288	NS	GB	GC	M-1	M-2	
Auto Repair (Minor)											\$1	\$2	\$3	\$4	\$5															
Description: Minor repair or replacement of parts, tires, tubes and batteries; diagnostic services; minor maintenance services such as grease, oil, spark plug and filter changing; tune-ups; muffler repair, emergency road service; replacement of starters, alternators, hoses and brake parts; automobile washing and polishing; performing state inspections and making minor repairs necessary to pass said inspection; normal servicing of air-conditioning systems; and other similar minor services for motor vehicles except heavy load vehicles, but not including any operation named under Automobile Repair (Major) or any other similar use. Parking: One space per 200 square feet of gross floor area, excluding office space.																														

Use	Residential Zoning Districts										Mixed Use Districts					Old Town			Non-Residential Zoning Districts											
	SD	R-E	SR-15	SR-12	R-1	R-2	R-3	R-4	TH	MF	MH	SPD					C-MU	G/O-MU	OT-R	OT-GB	OT-MU	RRN	OP	BP-288	NS	GB	GC	M-1	M-2	
Auto Sales/Dealer (New - In Building, Auto Servicing and Used Auto Sales as accessory uses only) Combined auto lease											\$1	\$2	\$3	\$4	\$5															
Description: A paved area for the display for sale of motorized and non-motorized vehicles accompanied by an on-site office with staffing during normal business hours. Parking: One space per 1500 square feet of open sales lot and enclosed floor area devoted to the sale and display.																														

Use	Residential Zoning Districts										Mixed Use Districts					Old Town			Non-Residential Zoning Districts											
	SD	R-E	SR-15	SR-12	R-1	R-2	R-3	R-4	TH	MF	MH	SPD					C-MU	G/O-MU	OT-R	OT-GB	OT-MU	RRN	OP	BP-288	NS	GB	GC	M-1	M-2	
Auto Wash (Full Service/Detail Shop)											\$1	\$2	\$3	\$4	\$5															
Description: Washing, waxing or cleaning of automobiles or light duty trucks where the owner of the vehicle does not actually wash the vehicle. The owner either leaves the vehicle or comes back to retrieve it later, or the owner waits in a designated area while employees of the car wash facility vacuum, wash, dry, wax and/or detail the vehicle for a fee. Parking: One space for each 200 square feet of gross floor area, including service bays, wash tunnels and retail areas.																														

Use	Residential Zoning Districts										Mixed Use Districts					Old Town			Non-Residential Zoning Districts											
	SD	R-E	SR-15	SR-12	R-1	R-2	R-3	R-4	TH	MF	MH	SPD					C-MU	G/O-MU	OT-R	OT-GB	OT-MU	RRN	OP	BP-200	NS	GB	GC	M-1	M-2	
Auto Wash (Self-Service)											S1	S2	S3	S4	S5															
	<p>Description: Washing, waxing or cleaning of automobiles or light duty trucks where the owner of the vehicle causes the vehicle to become washed. One type of unattended car wash facility utilizes automated self-service (drive-through/rollover) wash bays and apparatus in which the vehicle owner inserts money or tokens into a machine, drives the vehicle into the wash bay, and waits in the vehicle while it is being washed. The other type of unattended facility is comprised of wand-type self-service (open) wash bays in which the vehicle owner drives the vehicle into the wash bay, gets out of the vehicle, and hand washes the vehicle with a wand-type apparatus by depositing coins or tokens into a machine.</p> <p>Parking: One space for each 200 square feet of gross floor area, including service bays, wash tunnels and retail areas.</p>																													

Use	Residential Zoning Districts										Mixed Use Districts					Old Town			Non-Residential Zoning Districts											
	SD	R-E	SR-15	SR-12	R-1	R-2	R-3	R-4	TH	MF	MH	SPD					C-MU	G/O-MU	OT-R	OT-GB	OT-MU	RRN	OP	BP-200	NS	GB	GC	M-1	M-2	
Auto Wrecker Service											S1	S2	S3	S4	S5															
	<p>Description: An establishment that provides the service of transporting damaged, inoperable, or impounded motor vehicles to an off-site storage area or other facility.</p> <p>Parking: One space per 200 square feet of gross floor area.</p>																													

Use	Residential Zoning Districts										Mixed Use Districts					Old Town			Non-Residential Zoning Districts											
	SD	R-E	SR-15	SR-12	R-1	R-2	R-3	R-4	TH	MF	MH	SPD					C-MU	G/O-MU	OT-R	OT-GB	OT-MU	RRN	OP	BP-200	NS	GB	GC	M-1	M-2	
Boat Sales/Personal Watercraft Sales (New/Repair)											S1	S2	S3	S4	S5															
	<p>Description: A retail establishment that sells and repairs boats and personal watercraft.</p> <p>Parking: One space per 1500 square feet of open sales lot and enclosed floor area devoted to the sale and display.</p>																													

Use	Residential Zoning Districts										Mixed Use Districts					Old Town			Non-Residential Zoning Districts											
	SD	R-E	SR-15	SR-12	R-1	R-2	R-3	R-4	TH	MF	MH	SPD					C-MU	G/O-MU	OT-R	OT-GB	OT-MU	RRN	OP	BP-200	NS	GB	GC	M-1	M-2	
Bus or Truck Storage											S1	S2	S3	S4	S5															
	<p>Description: A storage facility designed to store commercial vehicles such as buses or heavy trucks. All outdoor storage will have to meet screening requirements of the Unified Development Code.</p> <p>Parking: Five parking spaces plus one space per 50 storage spaces.</p>																													

Use	Residential Zoning Districts										Mixed Use Districts					Old Town			Non-Residential Zoning Districts											
	SD	R-E	SR-15	SR-12	R-1	R-2	R-3	R-4	TH	MF	MH	SPD					C-MU	G/O-MU	OT-R	OT-GB	OT-MU	RRN	OP	BP-200	NS	GB	GC	M-1	M-2	
Commercial Transit Terminal											S1	S2	S3	S4	S5															
	<p>Description: Any premises for the storage and/or parking of motor-driven buses or passenger cars, and the loading and unloading of passengers.</p> <p>Parking: One space per employee plus spaces required to satisfy projected peak parking demand.</p>																													

Use	Residential Zoning Districts										Mixed Use Districts					Old Town			Non-Residential Zoning Districts											
	SD	R-E	SR-15	SR-12	R-1	R-2	R-3	R-4	TH	MF	MH	SPD					C-MU	G/O-MU	OT-R	OT-GB	OT-MU	RRN	OP	BP-288	NS	GB	GC	M-1	M-2	
Transfer Station (Refuse/Pick-up)											S1	S2	S3	S4	S5															
	Description: A transfer station is a building for the temporary deposition of some wastes. Transfer stations are often used as places where local waste collection vehicles will deposit their waste cargo prior to loading into larger vehicles or containers.																													

Use	Residential Zoning Districts										Mixed Use Districts					Old Town			Non-Residential Zoning Districts											
	SD	R-E	SR-15	SR-12	R-1	R-2	R-3	R-4	TH	MF	MH	SPD					C-MU	G/O-MU	OT-R	OT-GB	OT-MU	RRN	OP	BP-288	NS	GB	GC	M-1	M-2	
Truck (Heavy) and Bus Rental or Sales											S1	S2	S3	S4	S5															
	Description: The rental or sale of new or used panel trucks, vans, trailers, recreational vehicles or motor-driven buses in operable condition and where no repair work or intensive cleaning operations are performed. Parking: One space per 1500 square feet of open sales lot and enclosed floor area devoted to the sale and display.																													

Use	Residential Zoning Districts										Mixed Use Districts					Old Town			Non-Residential Zoning Districts											
	SD	R-E	SR-15	SR-12	R-1	R-2	R-3	R-4	TH	MF	MH	SPD					C-MU	G/O-MU	OT-R	OT-GB	OT-MU	RRN	OP	BP-288	NS	GB	GC	M-1	M-2	
Truck or Freight Terminal											S1	S2	S3	S4	S5															
	Description: A location used for the transfer of freight or truck hauls typically located near a railway or other transit hub. Parking: One space for each employee on the largest shift																													

Use	Residential Zoning Districts										Mixed Use Districts					Old Town			Non-Residential Zoning Districts											
	SD	R-E	SR-15	SR-12	R-1	R-2	R-3	R-4	TH	MF	MH	SPD					C-MU	G/O-MU	OT-R	OT-GB	OT-MU	RRN	OP	BP-288	NS	GB	GC	M-1	M-2	
Pawn Shop, Pay Day Loan (including Title Loans and Check Cashing) & Gold Exchange											S1	S2	S3	S4	S5															
	Description: An establishment that loans money in exchange for personal property pledged by the property owner to the business, or that buys such property from its owner for resale. Retail sales permitted, including sales of pre-owned items, provided that sales of such pre-owned items comply with all applicable law. This use includes establishments that primarily buy gold from customers, and institutions that loan money based on postdated checks and car titles, or cash personal/paychecks for a fee. Parking: One space per 300 square feet of gross floor area.																													

Changes to Utility Undergrounding and Screening

New Section 2.3.3.1(j)

Utilities: Notwithstanding any other provision of the UDC, nothing in the UDC shall be construed as imposing an obligation on an electric utility that conflicts with the utility's state-approved tariff.

Section 2.4.5.1 Corridor Overlay Districts

(i) Screening Standards.

(1) Site Elements Required to Be Screened: The following site elements shall be screened from the public view from all specified major thoroughfares:

a. *Mechanical and Utility Equipment*

1. Screening shall consist of a decorative wall or architectural element of the building that is one hundred percent (100%) opaque.
2. Roof-mounted equipment shall be screened with materials that are one hundred percent (100%) opaque. Appropriate screening
3. For electric utility equipment, the screening requirements of this section shall only apply to equipment owned by the customer and not by the electric utility.

(m) **Utilities.** All utility service lines shall be located underground. *Where the underground placement of such facilities is not a standard practice of the utility involved, the utility's customer shall request the applicable utility to place the facilities underground and shall pay all costs associated with the non-standard installation. Notwithstanding the requirements of this section, nothing in this ordinance shall be interpreted in a manner that conflicts with a utility's state-approved tariff.* Above-ground lines may be located in the rear or other areas of the property as necessary to operate properly, however, such lines must not be prominent from the front view of the property or from the view of roadways (the visibility of the poles must be partially or wholly obscured). Any determination on whether utilities are prominent shall be made by the Planning Director.

2.4.3.1 Spectrum District

(f) **Screening:** Screening shall meet or exceed the following requirements.

(1) Standards:

a. Required - Screening walls are required for the following:

1. Service loading dock areas
2. Outside storage
3. Refuse and/or recycling areas and containers
4. Mechanical and utility equipment, except that this screening requirement shall not apply to electrical equipment owned by the electric utility.
5. Roof apparatus (including ventilation, HVAC, or other such equipment), which shall be completely screened from all sides by screening walls of the same material and color as the main building.

b. Height

1. Detached screening walls shall be a maximum height of eight feet (8').
 2. Attached screening walls shall be a maximum height of fourteen feet (14').
- c. Use - Gates for screening enclosures shall be solid metal on a metal frame, and shall be kept closed when the screened area is not in use.

(2) Materials & Characteristics:

- d. Roof-Mounted, Utility Equipment - Roof-mounted, utility equipment shall be screened with a material that is consistent in color and finish of the structure upon which the equipment is located.

(r) **Utilities.** All utility service lines shall be located underground. **Where the underground placement of such facilities is not a standard practice of the utility involved, the utility's customer shall request the applicable utility to place the facilities underground and shall pay all costs associated with the non-standard installation. Notwithstanding the requirements of this section, nothing in this ordinance shall be interpreted in a manner that conflicts with a utility's state-approved tariff.** Above-ground lines may be located in the rear or other areas of the property as necessary to operate properly, however, such lines must not be prominent from the front view of the property or from the view of roadways (the visibility of the poles must be partially or wholly obscured). Any determination on whether utilities are prominent shall be made by the Planning Director.

2.4.3.4 OT, Old Townsite District

2. Utilities.

a. For new building construction and significant building renovation (of over fifty percent of the value of the existing building and improvements) all utilities within the property shall be required to be underground. **Where the underground placement of such facilities is not a standard practice of the utility involved, the utility's customer shall request the applicable utility to place the facilities underground and shall pay all costs associated with the non-standard installation. Notwithstanding the requirements of this section, nothing in this ordinance shall be interpreted in a manner that conflicts with a utility's state-approved tariff.** Above-ground lines may be located in the rear or other areas of the property as necessary to operate properly, however, such lines must not be prominent from the front view of the property or from the view of roadways (the visibility of the poles must be partially or wholly obscured). Any determination on whether utilities are prominent shall be made by the Planning Director.

4. **Concealed Equipment.** All equipment shall be located in rear yards or otherwise screened. Equipment shall include AC compressors and window and wall units, non-electric utility meters and boxes, irrigation and pump pools, permanent barbecues, satellite dish antennas less than forty eight inches in (48") in height or diameter, loading docks, service areas, trash disposal facilities and backflow devices. Antennas over forty-eight inches (48") shall require a CUP.

2.4.4.3 BP-288, Business Park District-288

(h) Screening Standards.

(1) Site Elements Required to Be Screened: The following site elements shall be screened from the public view from State Highway 288.

a. Mechanical and Utility Equipment

1. Screens shall be of a color and material that is consistent with the primary on-site building.
2. Roof-mounted equipment may be screened with an architectural element that is an extension of the building on which it is located, such as a parapet wall.
3. For electric utility equipment, the screening requirements of this section shall only apply to equipment owned by the customer and not by the electric utility.

b. Vehicle Loading and Unloading Areas - Screens shall incorporate shrubbery having year-round foliage and/or a fence, wall, or architectural element of the building that has a minimum six foot (6') height and is a maximum seventy-five percent (75%) opaque.

c. Refuse, Refuse Containers, and Recycling Containers - Screens shall consist of a solid fence, wall, or architectural element of the building with a minimum six foot (6') height.

(2) Screening Elements Required: All fences and walls visible from State Highway 288 shall be:

- a. Constructed of masonry or other materials approved by the Planning Director or his designee.
- b. Consistent in color and design with the building architecture.
- c. Uniform in style and materials along the entire length of the screen within a single development.

(3) Residential Subdivision Fences:

- a. Residential subdivision fences shall be uniform in style, color, and material along the length of the subdivision.
- b. Wood rail fencing shall be permitted for perimeter fencing for large individual residential lots and for large-lot residential subdivisions, which shall mean subdivisions with lot sizes of at least one-half acre in size.

(4) Variation of Screening Walls Required: All screening walls that are twenty feet (20') in length or longer provide some horizontal variation in the wall that is equal to at least three feet (3') in depth for every twenty feet (20') in length.

(j) **Utilities.** All utility service lines shall be located underground. **Where the underground placement of such facilities is not a standard practice of the utility involved, the utility's customer shall request the applicable utility to place the facilities underground and shall pay all costs associated with the non-standard installation. Notwithstanding the requirements of this section, nothing in this ordinance shall be interpreted in a manner that conflicts with a utility's state-approved tariff.** Above-ground lines may be located in the rear or other areas of the property as necessary to operate properly, however, such lines must not be prominent from the front view of the property or from the view of roadways (the visibility of the poles must be partially or wholly obscured). Any determination on whether utilities are noticeable shall be made by the Planning Director

2.4.2.11 MH, Manufactured Home Park District

(r) **Mobile/Manufactured Home Space Improvements.**

(1) Paving - All wheels of structural supports shall be placed on an approved foundation as set forth by the Building Inspection Department.

(2) Sanitary Facilities - Refer to requirements within Section 4.2.6.7 of this UDC.

(3) Anchoring Devices - Each mobile home space shall be provided with tie-down anchors as provided by State and Federal Regulations.

(4) Utilities - All utility service shall be underground. **Where the underground placement of such facilities is not a standard practice of the utility involved, the utility's customer shall request the applicable utility to place the facilities underground and shall pay all costs associated with the non-standard installation. Notwithstanding the requirements of this section, nothing in this ordinance shall be interpreted in a manner that conflicts with a utility's state-approved tariff.**

Exhibit B
Planning and Zoning Commission Recommendation Letter



Planning & Zoning Commission

Recommendation Letter

July 21, 2015

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

Re: Recommendation on the Unified Development Code Amendment T-18

Honorable Mayor and City Council Members:

At their regular meeting on July 20, 2015, the Planning and Zoning Commission considered the following:

Amendment T-18 to the Unified Development Code (UDC).

&Z Commissioner Thomas Duncan made a motion to recommend approval of the proposed amendments to the UDC. The motion was seconded by P&Z Commissioner Ginger McFadden. The vote was 4-1 and the motion was approved. Commissioners, Starr, Tunstall, McFadden, and Duncan voted in favor of the proposed changes. P&Z Chairperson Fuertes voted in opposition.

Sincerely,



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

Exhibit C
Legal Ad

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

AND

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

**AMENDMENTS TO THE UNIFIED DEVELOPMENT
CODE (UDC)**

Notice is hereby given that on July 20, 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, on the request of the City of Pearland, for proposed amendments to the Unified Development Code, Ordinance No. 2000T.

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
Interim City Planner



JOINT PUBLIC HEARING
THE CITY COUNCIL CITY AND THE PLANNING AND ZONING COMMISSION OF
THE CITY OF PEARLAND, TEXAS,
MONDAY, JULY 20, 2015 AT 6:30 P.M.
COUNCIL CHAMBERS - CITY HALL-3519 LIBERTY DRIVE

I. CALL TO ORDER

II. PURPOSE OF HEARING

Amendments to the Unified Development Code (UDC)

A request of the City of Pearland for approval of a Unified Development Code (UDC) amendment to require that all automobile related uses, and Pawn Shops, Payday Loans, and Gold Exchanges, require approval of a Conditional Use Permit in the General Business (GB), General Commercial (GC), Neighborhood Services (NS), and Office Professional (OP) Zoning Districts; and amendments to requirements regarding underground utilities.

Legal Description: N/A

General Location: N/A

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: July 7, 2015

Re: Proposed Amendments to the Unified Development Code regarding changes to the allowed land uses within the General Business (GB) and General Commercial (GC) Neighborhood Services (NS), and Office Professional (OP) Zoning Districts; and amendments to requirements regarding underground utilities.

Summary of Request

Staff was directed to review the Pearland Parkway Corridor to identify all undeveloped tracts of land within the specified review area and where existing zoning districts allow for automobile related uses by right. For those specific tracts, the City Council requested staff to recommend changes that would limit the continued growth of automobile related uses along Pearland Parkway.

The study area included Pearland Parkway from the northern city limits, just south of Clear Creek to the future connection of Dixie Farm Road to the south. Zoning districts within the study area range from Planned Developments (PD), including the Stonebridge PD, Lakes of Highland Glen, Pearland's Marketplace, Center at Pearland Parkway, Oakbrook Estates to conventional zoning district, General Business (GB). Thirteen (13) undeveloped tracts of land were identified within the study area that would permit automobile-related uses by right or with approval of a CUP.

Staff conducted a workshop with City Council in February, and a workshop with P&Z and a Final Joint Workshop with Council and P&Z, both in June of this year. From those workshops staff concluded that overall changes to the OP, NS, GB and GC zoning designations in the Unified Development Code (UDC) was the most effective way to achieve City Council's goal and to avoid city initiated zone changes for specific parcels, which could be viewed as downzoning. As proposed, no uses which are currently allowed in any of the zones will be eliminated but will simply involve further review by requiring the approval of a CUP. Staff has noticed an increase of existing developments that had been zoned GB or GC for a number of years that now abut residential developments and have since turned over into more intense commercial uses such as auto repair, pawn shops, or fuel stations. For example, the area east of Dixie Farm, in the vicinity of Broadway Street, is zoned GC and abuts residential subdivisions. At the time this

area was zoned GC, the surroundings were probably developed with large homesteads or vacant, with adequate buffering. Since then, these surroundings have developed with denser residential subdivisions with smaller lots, thereby raising adjacency concerns. Currently, the City has no ability to consider how these sites may or may not affect the abutting residential. The proposed changes will help with mitigating any negative impacts that may affect adjoining properties.

Additionally, staff would amend the existing PD's along Pearland Parkway (Oakbrook Estates and Stonebridge). This will be done at a later date with a separate Joint Public Hearing.

Also, staff has been instructed to look at our current undergrounding requirement for electrical utilities within our Corridor Overlay Districts and within certain zoning districts. The proposed change alters the wording regarding screening of utility equipment, when undergrounding is required, and who is responsible for payment of installation.

Recommendation

Staff recommends the following changes to the UDC in order to achieve Council's goal:

1. Change all automobile related uses and Pawn Shop, Payday Loans, and Gold Exchange use, that are currently permitted outright in either the GB, GC, NS, or OP zones to require approval of a Conditional Use Permit, prior to opening up operations.
2. Amend the sections of the UDC that discuss underground utilities to further clarify what needs to be screened, when undergrounding is required, and who is responsible for payment of installation.

Proposed Changes:

See attachment A and D below.

Attachments:

- A. Proposed Changes to UDC (changes to the Land Use Matrix)
- B. Examples of areas of concern that abut Residential.
- C. City Zoning Map
- D. Proposed Changes to the UDC (explanation of changes to underground utility requirements)

Automobile Uses

Use	Residential Zoning Districts											Mixed Use Districts					Old Town			Non-Residential Zoning Districts								
	SD	R-E	SR-15	SR-12	R-1	R-2	R-3	R-4	TH	MF	MH	SPD					C-MU	G/O-MU	OT-R	OT-GB	OT-MU	RRN	OP	BP-200	NS	GB	GC	M-1
All Terrain Vehicle (Go-Carts & Motor Cycles) Dealer/Sales																												
Description: An establishment that sells all-terrain vehicles (ATV's), motorcycles and go-carts.																												
Parking: One space per 1500 square feet of open sales lot and enclosed floor area devoted to the sale and display.																												

Use	Residential Zoning Districts											Mixed Use Districts					Old Town			Non-Residential Zoning Districts								
	SD	R-E	SR-15	SR-12	R-1	R-2	R-3	R-4	TH	MF	MH	SPD					C-MU	G/O-MU	OT-R	OT-GB	OT-MU	RRN	OP	BP-200	NS	GB	GC	M-1
Auto Accessories and/or Parts (Only Retail Sales in building, no outside storage or display, no repair)																												
Description: The use of any building or other premises for the primary inside display and sale of new or used accessories and/or parts for automobiles, panel trucks or vans, trailers, or recreation vehicles. This definition expressly does not include a "Wrecking or Salvage Yard"; this is separately defined herein.																												
Parking: One space per 200 square feet of gross floor area.																												

Use	Residential Zoning Districts											Mixed Use Districts					Old Town			Non-Residential Zoning Districts											
	SD	R-E	SR-15	SR-12	R-1	R-2	R-3	R-4	TH	MF	MH	SPD					C-MU	G/O-MU	OT-R	OT-GB	OT-MU	RRN	OP	BP-200	NS	GB	GC	M-1	M-2		
Auto Glass Repair/Tinting												S1	S2	S3	S4	S5															
																	C			C							C	C	P	P	
	Description: A shop that repairs damage windows or provides tinting services for vehicles.																														
Parking: One space per 200 square feet of gross floor area.																															

Use	Residential Zoning Districts											Mixed Use Districts					Old Town			Non-Residential Zoning Districts										
	SD	R-E	SR-15	SR-12	R-1	R-2	R-3	R-4	TH	MF	MH	SPD					C-MU	G/O-MU	OT-R	OT-GB	OT-MU	RRN	OP	BP-200	NS	GB	GC	M-1	M-2	
Auto Interior Shop/Upholstery												S1	S2	S3	S4	S5														
																	C			C		C					C	C	P	P
	Description: An establishment that repairs or rebuilds the interior of the passenger compartment of automobiles, including the upholstery of seats.																													
Parking: One space per 200 square feet of gross floor area.																														

Use	Residential Zoning Districts											Mixed Use Districts					Old Town			Non-Residential Zoning Districts										
	SD	R-E	SR-15	SR-12	R-1	R-2	R-3	R-4	TH	MF	MH	SPD					C-MU	G/O-MU	OT-R	OT-GB	OT-MU	RRN	OP	BP-200	NS	GB	GC	M-1	M-2	
Auto Parts Sales (With Outside Storage or Display)												S1	S2	S3	S4	S5														
																											C	C	P	P
	Description: An establishment that sells and installs auto parts and accessories. All outdoor storage will have to meet screening requirements of the Unified Development Code.																													
Parking: One space per 200 square feet of gross floor area.																														

Use	Residential Zoning Districts											Mixed Use Districts					Old Town			Non-Residential Zoning Districts									
Auto Parts Sales (Indoors Only; With Repair Bays)	SD	R-E	SR-15	SR-12	R-1	R-2	R-3	R-4	TH	MF	MH	SPD					C-MU	G/O- MII	OT-R	OT-GB	OT- MII	RRN	OP	BP- 200	NS	GB	GC	M-1	M-2
												S1	S2	S3	S4	S5													
																		C				C				C	C	P	P
Description: An establishment that sells auto parts and accessories and offers installation services.																													
Parking: One space per 200 square feet of gross floor area.																													

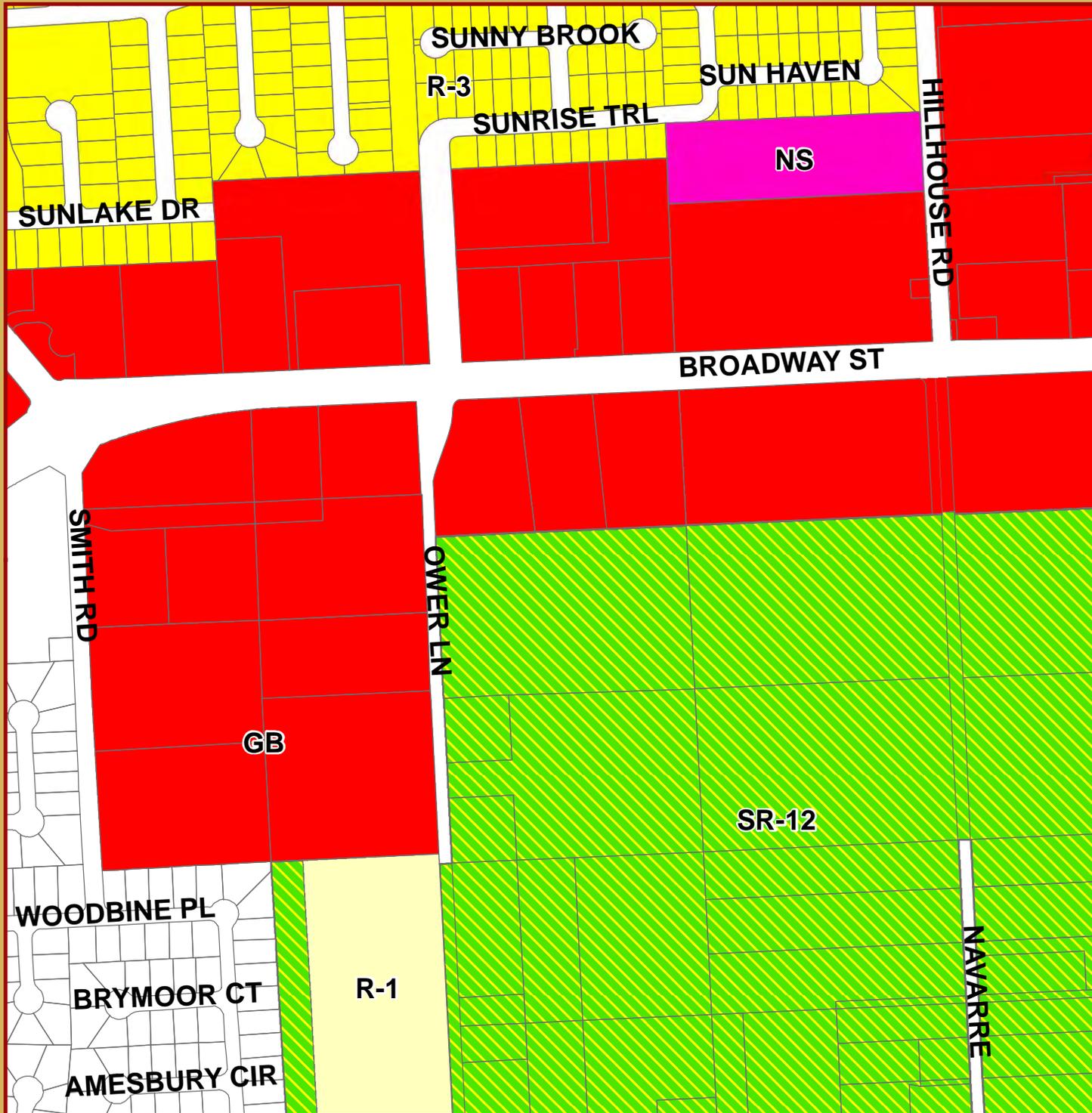
Use	Residential Zoning Districts											Mixed Use Districts					Old Town			Non-Residential Zoning Districts									
Auto Rental	SD	R-E	SR-15	SR-12	R-1	R-2	R-3	R-4	TH	MF	MH	SPD					C-MU	G/O- MII	OT-R	OT-GB	OT- MII	RRN	OP	BP- 200	NS	GB	GC	M-1	M-2
												S1	S2	S3	S4	S5													
																				C						C	C	P	P
Description: A business establishment that provides for the renting of automobiles and light trucks on a short-term basis (differentiated from leasing, which is on a long-term basis). This may also involve the incidental storage of the automobiles and light trucks being rented.																													
Parking: One space per 1500 square feet of open sales lot and enclosed floor area devoted to the sale and display.																													

Use	Residential Zoning Districts											Mixed Use Districts					Old Town			Non-Residential Zoning Districts									
	SD	R-E	SR-15	SR-12	R-1	R-2	R-3	R-4	TH	MF	MH	SPD					C-MU	G/O-	OT-R	OT-GB	OT-	RRN	OP	BP-	NS	GB	GC	M-1	M-2
Parking Lot or Garage for passenger cars and trucks of less than one (1) ton capacity)												S1	S2	S3	S4	S5													
										C		C	C		C	C				P					C	C	P	P	P
	Description: A commercial parking lot that houses vehicles less than one (1) ton capacity.																												
Parking: One space for each 200 square feet of gross floor area.																													

Use	Residential Zoning Districts											Mixed Use Districts					Old Town			Non-Residential Zoning Districts									
	SD	R-E	SR-15	SR-12	R-1	R-2	R-3	R-4	TH	MF	MH	SPD					C-MU	G/O-	OT-R	OT-GB	OT-	RRN	OP	BP-	NS	GB	GC	M-1	M-2
Tire Retreading and Capping												S1	S2	S3	S4	S5													
																												P	P
	Description: An establishment that refurbishes used automobile tires by remolding and attaching new treads.																												
Parking: One space for each 1.5 employees in the maximum work shift.																													

Use	Residential Zoning Districts											Mixed Use Districts					Old Town			Non-Residential Zoning Districts									
	SD	R-E	SR-15	SR-12	R-1	R-2	R-3	R-4	TH	MF	MH	SPD					C-MU	G/O-	OT-R	OT-GB	OT-	RRN	OP	BP-	NS	GB	GC	M-1	M-2
Tire Sales (Outdoors, With Open Storage)												S1	S2	S3	S4	S5													
																											C	P	P
	Description: A retail business that sells tires for vehicles also includes accessory installation. All outdoor storage will have to meet screening requirements of the Unified Development Code.																												
Parking: One space per 200 square feet of gross floor area.																													

Use	Residential Zoning Districts											Mixed Use Districts					Old Town			Non-Residential Zoning Districts																
Pawn Shop, Pay Day Loan (including Title Loans and Check Cashing) & Gold Exchange	SD	R-E	SR-15	SR-12	R-1	R-2	R-3	R-4	TH	MIF	MH	SPD					C-MU	G/O-	MLL	OT-R	OT-GB	OT-	MLL	RRN	OP	BP-	200	NS	GB	GC	M-1	M-2				
												S1	S2	S3	S4	S5																				
																			C								C			C	P	C	P			
Description: An establishment that loans money in exchange for personal property pledged by the property owner to the business, or that buys such property from its owner for resale. Retail sales permitted, including sales of pre-owned items, provided that sales of such pre-owned items comply with all applicable law. This use includes establishments that primarily buy gold from customers, and institutions that loan money based on postdated checks and car titles, or cash personal/paychecks for a fee.																																				
Parking: One space per 300 square feet of gross floor area.																																				



Attachment B1

ZONING MAP

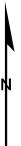
GB abutting SR-12

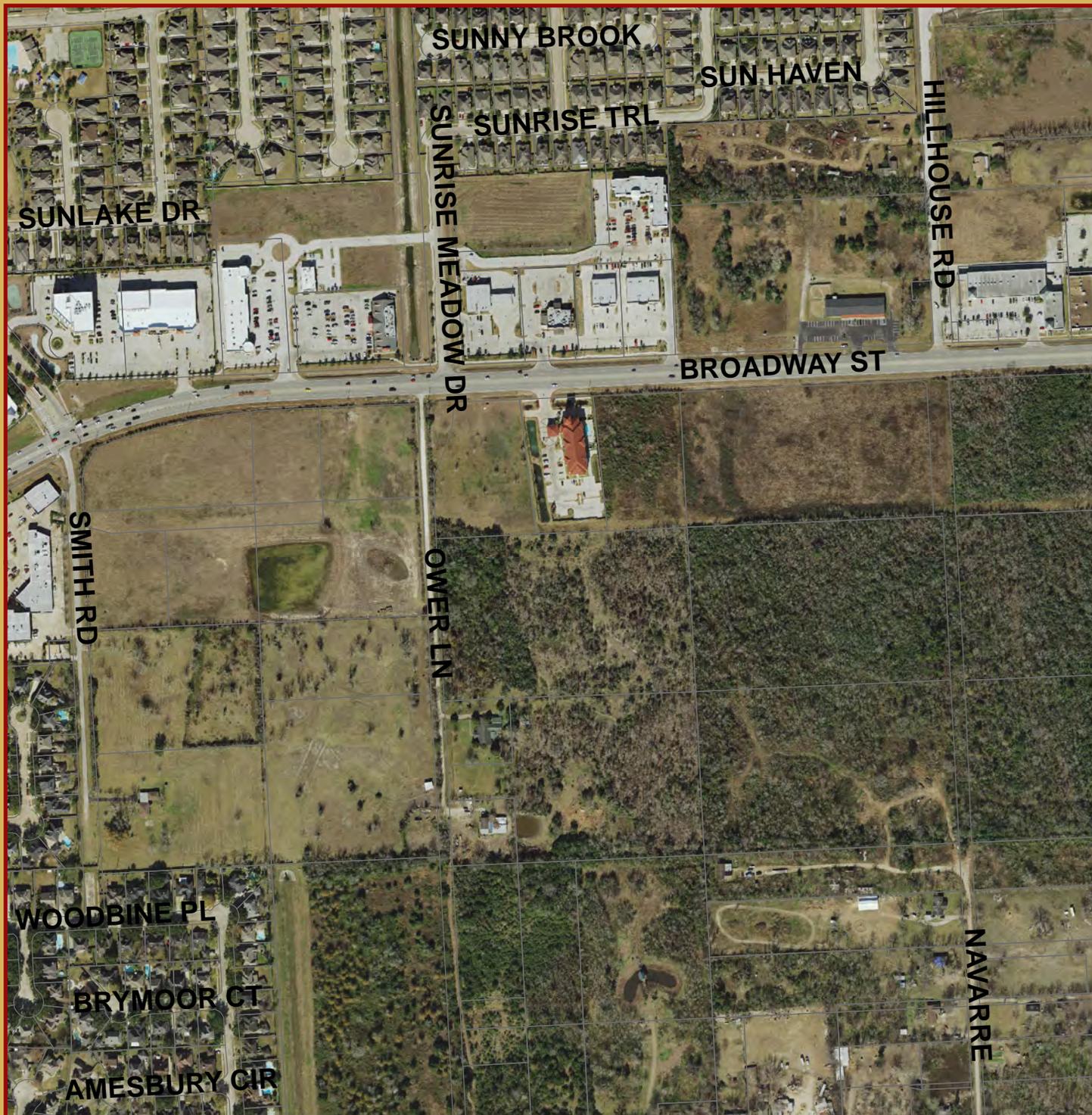


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1 inch = 464 feet

JUNE 2015
PLANNING DEPARTMENT





Attachment B1

AERIAL MAP

GB abutting SR-12

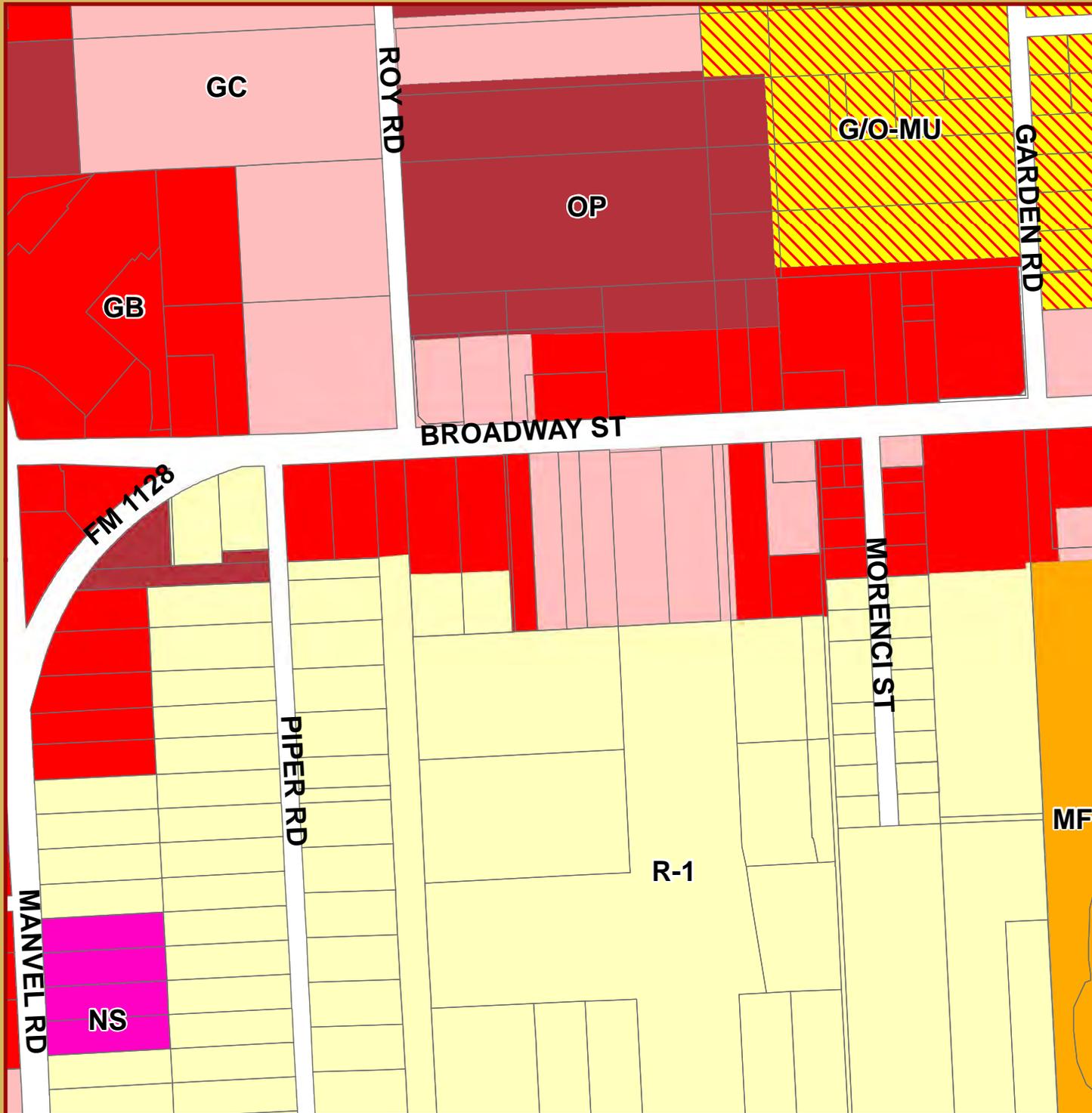


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1 inch = 464 feet

JUNE 2015
PLANNING DEPARTMENT





Attachment B2

ZONING MAP

GB/GC abutting R-1

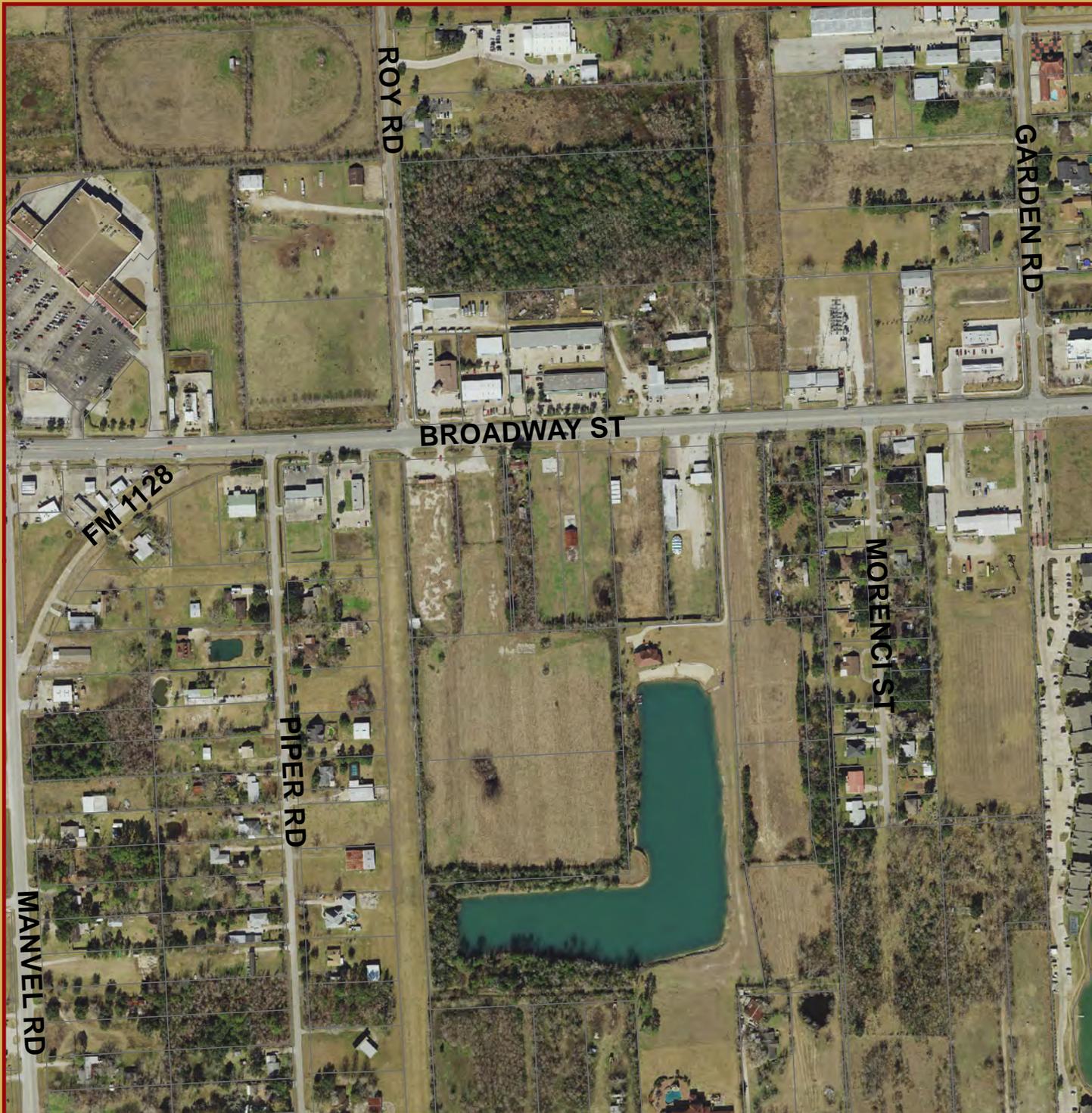


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1 inch = 464 feet

JUNE 2015
PLANNING DEPARTMENT





Attachment B2

AERIAL MAP

GB/GC abutting R-1

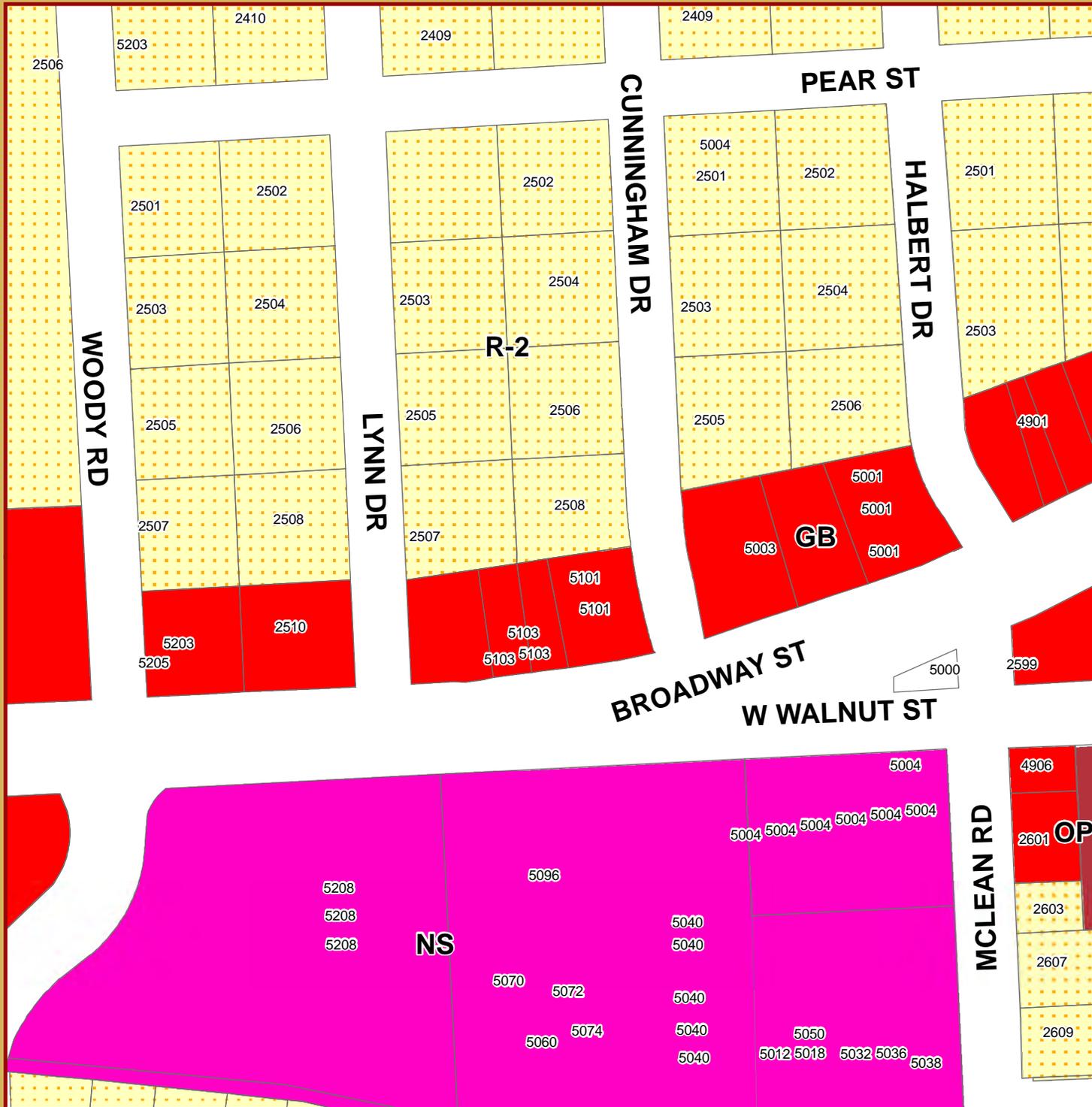


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1 inch = 464 feet

JUNE 2015
PLANNING DEPARTMENT





Attachment B3

ZONING MAP

GB abutting R-2



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 = 155 feet

JUNE 2015
PLANNING DEPARTMENT





Attachment B3

AERIAL MAP

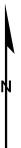
GB abutting R-2

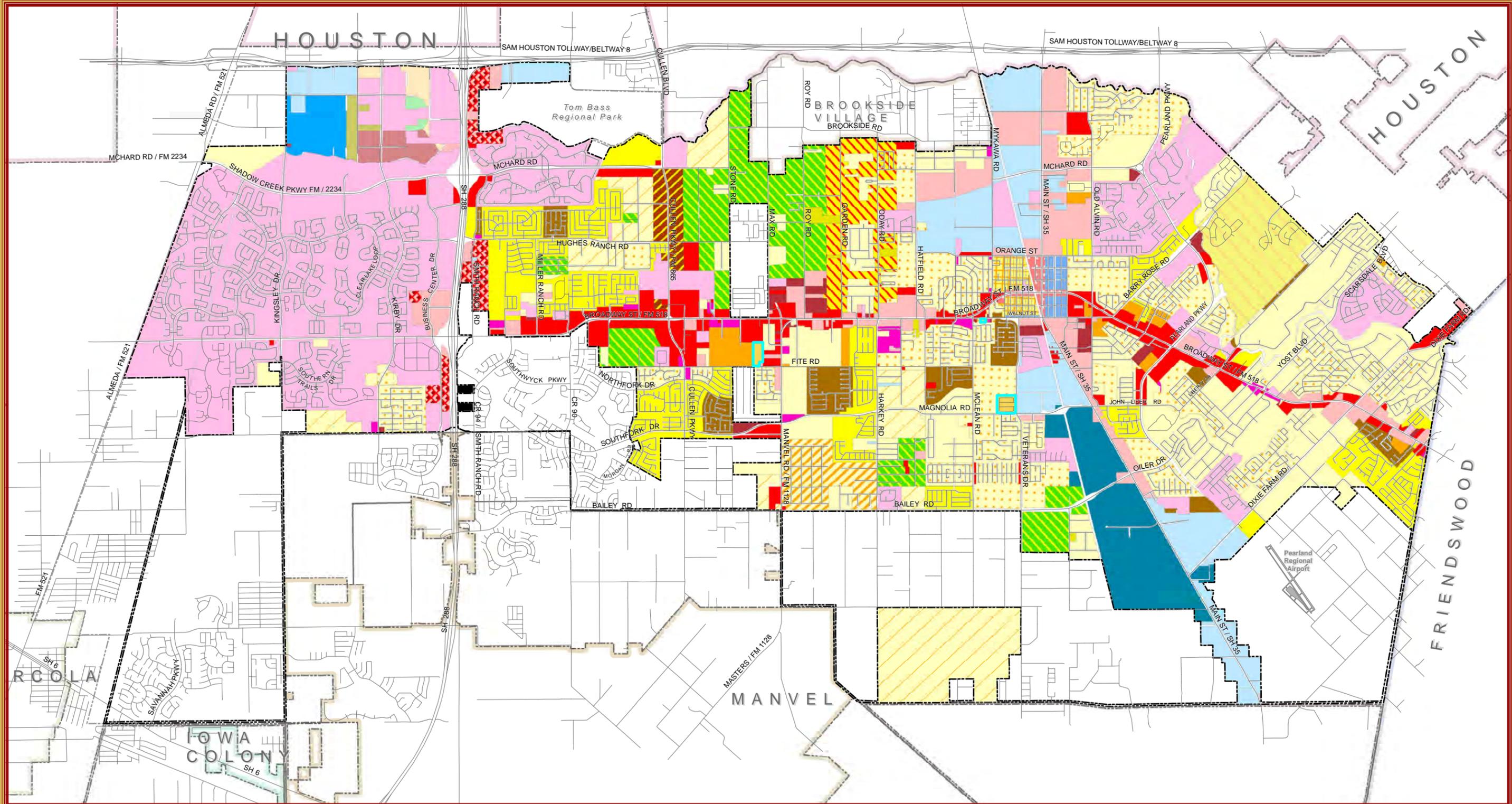


This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

1 inch = 155 feet

JUNE 2015
PLANNING DEPARTMENT





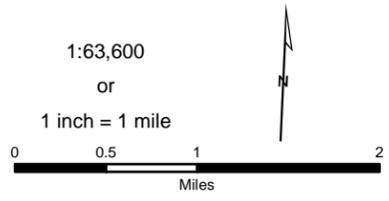
CITY OF PEARLAND ZONING DISTRICTS

Map Current Through Ord. 2000M-133 (23 MARCH 2015)

	BP-288		M-1		OP		R-1		SR-15		SP3
	C-MU		M-2		OT-GB		R-2		SR-12		SP4
	GB		MF		OT-MU		R-3		SD		SP5
	GC		MH		OT-R		R-4		SP1		TH
	G/O-MU		NS		PD		RE		SP2		R-1 CLUSTER



MAP PREPARED: JUNE 2015
CITY OF PEARLAND GIS DEPARTMENT



THE ZONING DISTRICT DESIGNATIONS AND BOUNDARIES REFLECTED ON THIS MAP ARE REPRESENTATIONAL OF THE OFFICIAL LEGALLY DESCRIBED DISTRICT BOUNDARIES. WHERE UNCERTAINTY EXISTS WITH RESPECT TO THE BOUNDARIES OF ANY OF THE DISTRICTS SHOWN ON THIS MAP, REFER TO THE ADOPTED ORDINANCE ESTABLISHING THE DISTRICT OR "RULES OF INTERPRETATION OF DISTRICT BOUNDARIES" PROVIDED IN THE CITY OF PEARLAND DEVELOPMENT CODE.

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.

UNDERGROUNDING REQUIREMENTS

The purpose of this workshop item is to provide a brief summary on proposed revisions to the UDC as it relates to the undergrounding of utilities by C-Point. In its appeal, the Company identifies two sections, 2.4.5.1(i) and 2.4.5.1(m), of the ordinance that it objects to. These sections state:

(i) Screening Standards.

(1) Site Elements Required to Be Screened: The following site elements shall be screened from the public view from all specified major thoroughfares:

(a) Mechanical and Utility Equipment

1. Screening shall consist of a decorative wall or architectural element of the building that is one hundred percent (100%) opaque.

2. Roof-mounted equipment shall be screened with materials that are one hundred percent (100%) opaque. Appropriate screening includes an extension of the wall, such as a parapet wall, on which the equipment is mounted.

(m) Utilities. All utility service lines shall be located underground. Above-ground lines may be located in the rear or other areas of the property as necessary, however, such lines must not [be] prominent from the front view of the property or from the view of roadways (the visibility of the poles must be partially or wholly obscured). Any determination on whether utilities are prominent shall be made by the Planning Director.

With respect to **Section 2.4.5.1(i)**, our initial recommendation is to delete the words “and utility” in order to clarify that any screening requirements would not apply to utility equipment. As for **Section 2.4.5.1(m)**, we suggest three changes. **First**, we propose adding language to clarify that where the underground placement of such facilities is not a standard practice of the utility involved, the customer shall make arrangements with the applicable utility for payment of all costs associated with the non-standard installation. **Second**, we recommend adding the following language: “Notwithstanding this requirement, nothing in this ordinance shall be taken to conflict with the utility’s tariff.” Doing so will make it clear that we are not restricting CenterPoint’s rights under its tariff. **Third**, we propose adding language making it clear that neither CenterPoint nor its other customers will be asked to pay for or subsidize undergrounding costs.

Section 2.4.5.1 Corridor Overlay Districts

(i) Screening Standards.

(1) Site Elements Required to Be Screened: The following site elements shall be screened from the public view from all specified major thoroughfares:

a. ~~Mechanical and Utility~~ Equipment

1. Screening shall consist of a decorative wall or architectural element of the building that is one hundred percent (100%) opaque.
2. Roof-mounted equipment shall be screened with materials that are one hundred percent (100%) opaque. Appropriate screening

(m) **Utilities.** All utility service lines shall be located underground. Where the underground placement of facilities is not a standard practice of the utility, the utility's customer shall make arrangements with the utility for payment of all costs associated with the non-standard installation. With the exception of the customer responsible for the non-standard installation, neither the utility nor the utility's other customers shall be responsible for any costs of non-standard installation of utilities. Notwithstanding the requirements of this section, nothing in this ordinance shall be interpreted in a manner that conflicts with a utility's state-approved tariff. Above-ground lines may be located in the rear or other areas of the property as necessary, however such lines must not be prominent from the front view of the property or from the view of roadways (the visibility of the poles must be partially or wholly obscured). Any determination on whether utilities are prominent shall be made by the Planning Director.

2.4.3.1 Spectrum District

(r) **Utilities.** All utility service lines shall be located underground. Where the underground placement of facilities is not a standard practice of the utility, the utility's customer shall make arrangements with the utility for payment of all costs associated with the non-standard installation. With the exception of the customer responsible for the non-standard installation, neither the utility nor the utility's other customers shall be responsible for any costs of non-standard installation of utilities. Notwithstanding the requirements of this section, nothing in this ordinance shall be interpreted in a manner that conflicts with a utility's state-approved tariff. Above-ground lines are allowed only upon a determination made by the Planning Director that they will be adequately screened or obscured from view and that underground placement is not desirable.

2.4.3.4 OT, Old Townsite District

2. Utilities.

- a. For new building construction and significant building renovation (of over fifty percent of the value of the existing building and improvements) all utilities within the property shall be required to be underground. Where the underground placement of facilities is not a standard practice of the utility, the utility's customer shall make arrangements with the utility for payment of all costs associated with the non-standard installation. With the exception of the customer responsible for the non-standard installation, neither the utility nor the utility's other customers shall be responsible for any costs of non-standard installation of utilities. Notwithstanding the requirements of this section, nothing in this ordinance shall be interpreted in a manner that conflicts with a utility's state-approved tariff. All above ground lines are located in the rear or other areas of the property where they are not prominently visible from the front of the property or any roadway, and all poles are wholly obscured, as determined by the Planning Director.

~~, unless:~~

- ~~1. The utility is required to be above ground to operate properly, or~~
- ~~2. All above ground lines are located in the rear or other areas of the property where they are not prominently visible from the front of the property or any roadway, and all poles are wholly obscured, as determined by the Planning Director.~~

b. Location of above ground utility equipment shall avoid conflict with pedestrian movement and visually shield the equipment.

2.4.4.3 BP-288, Business Park District-288

(j) **Utilities.** All utility service lines shall be located underground. Where the underground placement of facilities is not a standard practice of the utility, the utility's customer shall make arrangements with the utility for payment of all costs associated with the non-standard installation. With the exception of the customer responsible for the non-standard installation, neither the utility nor the utility's other customers shall be responsible for any costs of non-standard installation of utilities. Notwithstanding the requirements of this section, nothing in this ordinance shall be interpreted in a manner that conflicts with a utility's state-approved tariff. Above-ground lines may be located in the rear or other areas of the property as necessary, however such lines must not be prominent from the front view of the property or from the view of roadways (the visibility of the poles must be partially or wholly obscured). Any determination on whether utilities are noticeable shall be made by the Planning Director

2.4.2.11 MH, Manufactured Home Park District

(r) **Mobile/Manufactured Home Space Improvements.**

- (1) Paving - All wheels of structural supports shall be placed on an approved foundation as set forth by the Building Inspection Department.
- (2) Sanitary Facilities - Refer to requirements within Section 4.2.6.7 of this UDC.
- (3) Anchoring Devices - Each mobile home space shall be provided with tie-down anchors as provided by State and Federal Regulations.
- (4) Utilities - All utility service shall be underground. Where the underground placement of facilities is not a standard practice of the utility, the utility's customer shall make arrangements with the utility for payment of all costs associated with the non-standard installation. With the exception of the customer responsible for the non-standard installation, neither the utility nor the utility's other customers shall be responsible for any costs of non-standard installation of utilities. Notwithstanding the requirements of this section, nothing in this ordinance shall be interpreted in a manner that conflicts with a utility's state-approved tariff.

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

AGENDA OF: August 24, 2015	ITEM NO.: Resolution No. R2015-150
DATE SUBMITTED: July 16, 2015	DEPT. OF ORIGIN: Projects
PREPARED BY: S Jones	PRESENTOR: Sue Polka
REVIEWED BY: Trent Epperson	REVIEW DATE: August 18, 2015
SUBJECT: R-2015-150 - A Resolution of the City Council of the City of Pearland, Texas, authorizing Advanced Funding Agreements with the State of Texas for the Green Tee Terrace and Shadow Creek Ranch Bike & Pedestrian Trail Projects.	
EXHIBITS: R-2015-150, Exhibit A- AFA Green Tee Terrace Trail Funding Agreement w/ Map; Exhibit B- AFA Shadow Creek Ranch Bike & Pedestrian Trail Funding Agreement w/ Map	
FUNDING: <input type="checkbox"/> Grant <input type="checkbox"/> Developer/Other <input checked="" type="checkbox"/> Cash <input checked="" 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><i>Green Tee Trail</i> EXPENDITURE REQUIRED: \$544,121 AMOUNT BUDGETED: \$541,120 AMOUNT AVAILABLE: \$539,945 PROJECT NO.: PK1402 ACCOUNT NO.: 068-0000-565-01-00</p> <p><i>Shadow Creek Ranch Trail</i> EXPENDITURE REQUIRED: \$312,703 AMOUNT BUDGETED: \$310,703 AMOUNT AVAILABLE: \$309,980 PROJECT NO.: PK1401 ACCOUNT NO.: 068-0000-565-01-00</p> <p>ADDITIONAL APPROPRIATION REQUIRED: ACCOUNT NO.: PROJECT NO.:</p>	
To be completed by Department: <input checked="" type="checkbox"/> Finance <input type="checkbox"/> Legal <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution	

RECOMMENDED ACTION

Consideration and approval of a resolution approving two Advanced Funding Agreements (AFAs) with the Texas Department of Transportation (TxDOT) for the Green Tee Terrace and

the Shadow Creek Ranch Bike & Pedestrian Trail Design Phase work and authorizing the City Manager to execute the agreements.

EXECUTIVE SUMMARY

BACKGROUND

In mid-2013, the Houston Galveston Area Council (H-GAC) selected the City's Green Tee Terrace Trail and the Shadow Creek Ranch Trail applications for funding with federal Transportation Enhancement (TE) funds and Surface Transportation Program, Metropolitan Mobility Off-System (STP-MM) federal funds. Subsequently, staff requested the Texas Department of Transportation (TxDOT) prepare Advanced Funding Agreements (AFA) for the projects, which is the agreement between TxDOT and a local entity for disbursement of the funds. TxDOT District administration informed City staff that the City was required to provide proof from underlying landowners of agreement to allow the construction of a trails on any properties not owned by the City prior to the creation of the AFAs.

Once the land agreements were completed, Staff again requested the AFAs from TxDOT. At that time Staff was informed that due to discrepancies between the State Transportation Improvement Plan (STIP) and the local H-GAC Transportation Improvement Program (TIP) that projects funded with TE funds through H-GAC could not move forward. H-GAC is working towards remedying the situation, which requires an update to the region's conformity finding.

In May of this year, H-GAC notified Staff that based on the source of the design funds, the City could request the AFAs from TxDOT for the design funds only in order to get the project underway. Upon notification, Staff contacted TxDOT District personnel and requested their concurrence and the drafting of an AFA for Design Services only. On July 10, Staff received the AFAs for Design Services through funding from the STP-MM federal funds for both projects.

SCOPE OF CONTRACT/AGREEMENT

The AFAs cover the Design Phase costs only (Design, Environmental, Right of Way and Utility Relocation). This differs slightly from previous AFA's which typically included Construction Phase costs, and in some cases construction management (i.e. McHard, Max Road, Fite). This is due to the hold placed on the construction phase of projects in the H-GAC region noted above.

Typical of federally funded AFA's, these agreements provide for an 80/ 20 split of the Design Phase costs:

- In the case of Green Tee Trail, the total design phase cost is estimated at \$544,121 of which the AFA (Federal and State) contributions cover \$435,897 (80%)
- In the case of Shadow Creek Ranch Trail, the total design phase cost is estimated at \$312,703 of which the AFA (Federal and State) contributions will provide \$250,562 (80%)

As is customary with these agreements, the City will make all payments to the consultant and be reimbursed by the State for 80% of each invoice up to the total authorized contribution. The City's expected cost participation for each project is:

- Green Tee Trail \$108,224,
- Shadow Creek Ranch Trail \$62,141

This agreement requires the City to pay 100% of any cost overruns beyond the total amount stated above.

The City is required to make a single payment to the State to offset their direct costs for involvement in the amounts of:

- \$6,000 for the Green Tee Trail, and
- \$4,000 for the Shadow Creek Ranch Trail

This payment is due upon acceptance and execution of these agreements to cover a portion of the State's costs. This is the only payment to the State under this agreement.

BID AND AWARD

N/A

SCHEDULE

Staff have already begun to negotiate a Design Phase contract for both Trail projects. The environmental standard set for trails is a Categorical Exclusion which is less demanding than that for roadway projects but will require approximately 6 to 8 months to complete and obtain approvals. The design consultant for Green Tee Trail is Klotz Engineering. The design consultant for Shadow Creek Ranch Trail is Talley and Associates. Both were selected through the City's TxDOT approved consultant selection process over a year ago. Each design is expected to require approximately 8 to 10 months to complete, after which time subsequent AFAs would be necessary to move the projects into the construction phase. As noted above this will be contingent upon H-GAC receiving approval of the conformity plan associated with the 2040 RTP. Once the AFAs for construction costs are in place, Letting, Award and Construction would occur under those AFAs and in accordance with the schedules set at that time. Currently, the construction funding is scheduled for late in Fiscal Year 2016. With the delays getting the AFAs put together, the construction schedule is likely to move into FY2017.

POLICY/GOAL CONSIDERATION

These Agreements are consistent with multiple Council Strategic objectives including, Fiscal Responsibility and Sustainable Infrastructure. These trails are a major step in a multi-phased effort to construct the Park's Trail Master Plan within the Clear Creek corridor. These trail segments fill gaps in the current trail system by connecting existing trails that were built by developers (see attached maps). Specifically, the Green Tee Terrace trail fills gaps between the developer built trails in the following subdivisions: Province Village, Riverstone Ranch, Enclave at Highland Glen, and the Preserve at Highland Glen. The Shadow Creek Ranch trail fill the gap between Shadow Creek Park and the Shadow Creek Ranch Nature Trail that starts at Kingsley and Kirby Drive. East of Kirby Drive the trail system along Clear Creek was constructed by many developers and extends to the Kroger Center on SH288.

The trails will be constructed of concrete and ten (10) feet wide to meet the American Association of State and Highway Transportation Officials (AASHTO) design guideline for bikeways. They will also include benches, wayfinding, and trailheads at strategic locations.

CURRENT AND FUTURE CIP FUNDING /FINANCIAL IMPACTS/DEBT SERVICE

As these projects were not part of the 2007 bond package, the City's 20% match is planned to be funded with cash and Certificates of Obligation.

Green Tee Terrace Trail

Year	To Date	2016	2017	2018	2019	Total
Budget	\$ 541,120	\$ 3,632,816				\$ 4,173,936
Prior Expenditures						
PER						-
Land/ROW	1,175					1,175
Design/Survey						-
Construction						-
FF&E						-
Current Request						
Design/Survey	6,000					6,000
Future Expenditures						
PER						-
Land/ROW						-
Design/Survey		544,120				544,120
Construction		3,632,816				3,632,816
FF&E						-
Total Expenditures	\$ 7,175	\$ 4,176,936	\$ -	\$ -	\$ -	\$ 4,184,111
Remaining Balance	\$ 533,945	\$ (10,175)	\$ (10,175)	\$ (10,175)	\$ (10,175)	\$ (10,175)

Debt Sold						
Debt to Be Sold		616,562				
Annual Debt Service			59,080	59,190	58,025	

O&M IMPACT INFORMATION

Green Tee Terrace Trail

Year	2015	2016	2017	2018	2019
Operation and Maintenance Costs			\$ 3,077	\$ 6,461	\$ 6,784

CURRENT AND FUTURE CIP FUNDING /FINANCIAL IMPACTS/DEBT SERVICE

Shadow Creek Ranch Trail

Year	To Date	2016	2017	2018	2019	Total
Budget	\$ 310,703	\$ 1,624,755				\$ 1,935,458
Prior Expenditures						
PER						-
Land/ROW	723					723
Design/Survey						-
Construction						-
FF&E						-
Current Request						
Design/Survey	4,000					4,000
Future Expenditures						
PER						-
Land/ROW						-
Design/Survey		312,703				312,703
Construction		1,624,755				1,624,755
FF&E						-
Total Expenditures	\$ 4,723	\$ 1,937,458	\$ -	\$ -	\$ -	\$ 1,942,181
Remaining Balance	\$ 305,980	\$ (6,723)	\$ (6,723)	\$ (6,723)	\$ (6,723)	\$ (6,723)

Debt Sold						
Debt to Be Sold		324,951				
Annual Debt Service			31,272	31,400	30,581	

O&M IMPACT INFORMATION

Shadow Creek Ranch Trail

Year	2015	2016	2017	2018	2019
Operation and Maintenance Costs			\$ 4,379	\$ 6,130	\$ 6,436

RESOLUTION NO. R2015-150

A Resolution of the City Council of the City of Pearland, Texas, authorizing Advanced Funding Agreements with the State of Texas for the Green Tee Terrace and Shadow Creek Ranch Bike & Pedestrian Trail Projects.

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

Section 1. Those certain Advance Funding Agreements by and between the City of Pearland and the State of Texas, copies of which are attached hereto as Exhibits "A" and "B", are hereby authorized and approved.

Section 2. That the City Manager or his designee is hereby authorized to execute and the City Secretary to attest the Advance Funding Agreements with the State of Texas, for the Green Tee Terrace and Shadow Creek Ranch Bike & Pedestrian Trail Projects.

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

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For A Surface Transportation Program – Metropolitan Mobility Off-System Project**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the City of Pearland, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 114213, authorizing the State to undertake and complete a highway improvement generally described as the Green Tee Terrace bicycle and pedestrian trail called the "Project"; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____, 20__, which is attached to and made a part of this agreement as Attachment "A" for the improvement covered by this agreement. A map showing the Project location appears in Attachment "B," which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this agreement, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Scope of Work

The State will review environmental documents, right of way maps, utility adjustments and design plans, specifications, and estimates (PS&E) developed by the Local Government for the Green Tee Terrace bicycle and pedestrian trail as shown on Attachment "B".

3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in the Project Budget – Attachment “C”, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties are shown in Attachment “C”. The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- B. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C. The Project cost estimate shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-state participation costs associated with the Project, otherwise provided for in this agreement or approved otherwise in an amendment to this agreement. Where a Special Approval has been signed by the State, the Local Government shall only in that instance be responsible for overruns in excess of the amount to be paid by the Local Government.
- F. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum,

this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

- G.** Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.
- H.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.
- I.** The State will not pay interest on any funds provided by the Local Government.
- J.** If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this agreement is terminated at the request of the Local Government prior to completion of the Project.
- K.** If the Project has been approved for a specified percentage or a "periodic payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the specified percentage or the periodic payment schedule.
- L.** If the Local government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- M.** When a Special Approval has been signed by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of those amounts.
- N.** The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- O.** Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- P.** The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the

costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

- Q. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this agreement.

4. Termination of this Agreement

This agreement shall remain in effect until the project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

6. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

7. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement.
- B. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
- C. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
- D. The Local Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this Project.
- E. Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this agreement shall ensure that the plans for and the construction of all projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

11. Construction Responsibilities

- A. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

- B. The Local Government will use its approved contract letting and award procedures to let and award the construction contract.
- C. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- D. For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

12. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

13. Right of Way and Real Property

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may

not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this agreement and the obligation of federal spending authority.

- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

14. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City Manager City of Pearland 3519 Liberty Drive Pearland, Texas 77581	Director of Contract Services Office Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

15. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

22. Inspection of Books and Records

The parties to this agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

23. Civil Rights Compliance

The Local Government shall comply with the regulations of the United States Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

24. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

25. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

26. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

27. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

28. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 - 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 - 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 - 3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://www.txdot.gov/inside-txdot/office/audit/contact.html>. The expenditure threshold for fiscal years beginning prior to December 31, 2014 is \$500,000; the expenditure threshold for fiscal years beginning on or after December 31, 2014 is \$750,000.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

30. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

CSJ # 0912-31-291
District # 12 - Houston
Code Chart 64 # 32150
Project: Green Tee Terrace Bike/Ped Trail
Federal Highway Administration
CFDA # 20.205
Not Research and Development

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

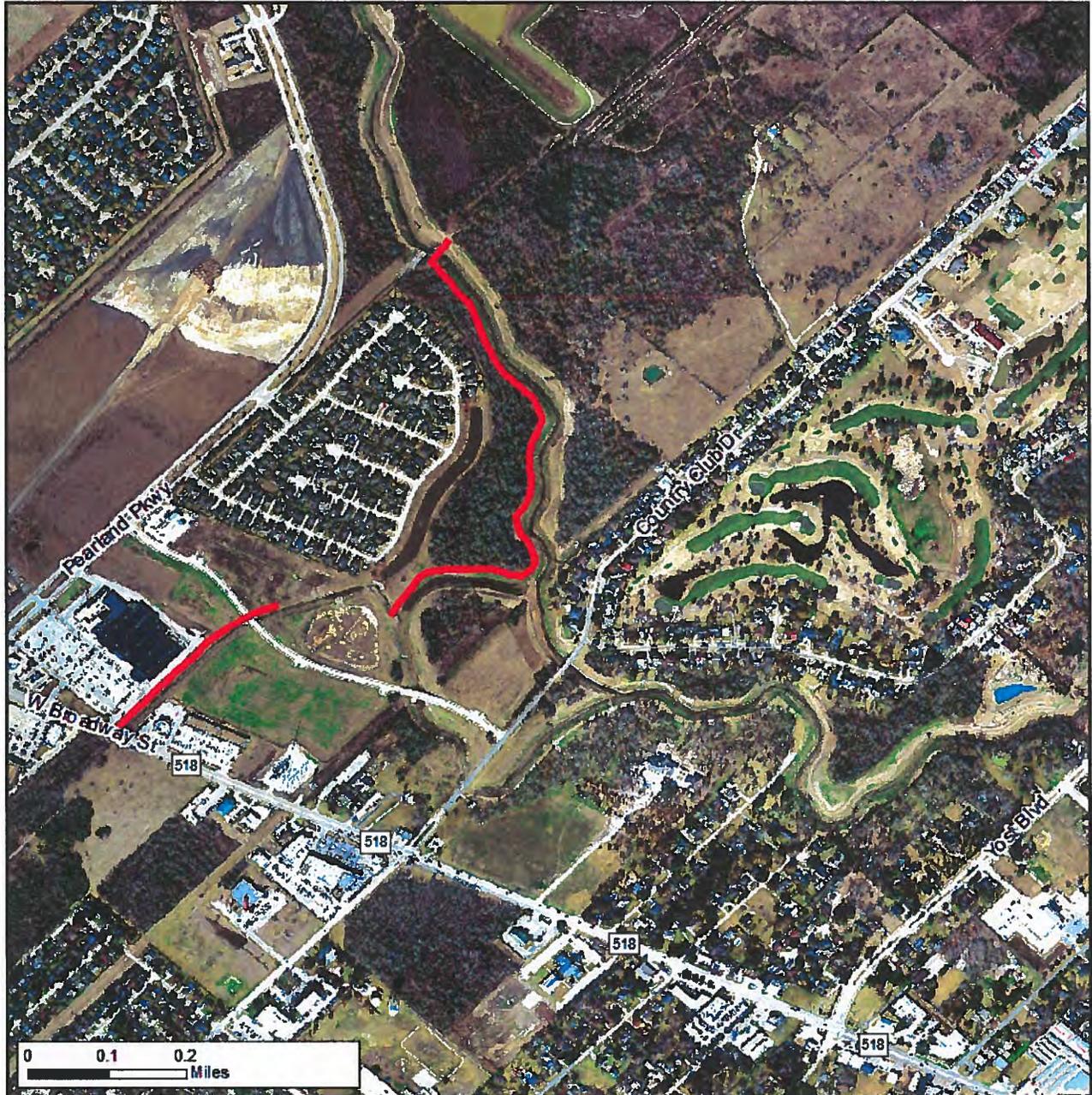
Date

CSJ # 0912-31-291
District # 12 - Houston
Code Chart 64 # 32150
Project: Green Tee Terrace Bike/Ped Trail
Federal Highway Administration
CFDA # 20.205
Not Research and Development

**ATTACHMENT A
RESOLUTION OR ORDINANCE**

CSJ # 0912-31-291
District # 12 - Houston
Code Chart 64 # 32150
Project: Green Tee Terrace Bike/Ped Trail
Federal Highway Administration
CFDA # 20.205
Not Research and Development

ATTACHMENT B LOCATION MAP SHOWING PROJECT



Attachment B
CSJ: 0912-31-291
Green Tee Terrace Bike/Ped Trail



GIS
TxDOT



Texas
Department
of Transportation

**ATTACHMENT C
 PROJECT BUDGET**

Costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs, including any overruns.

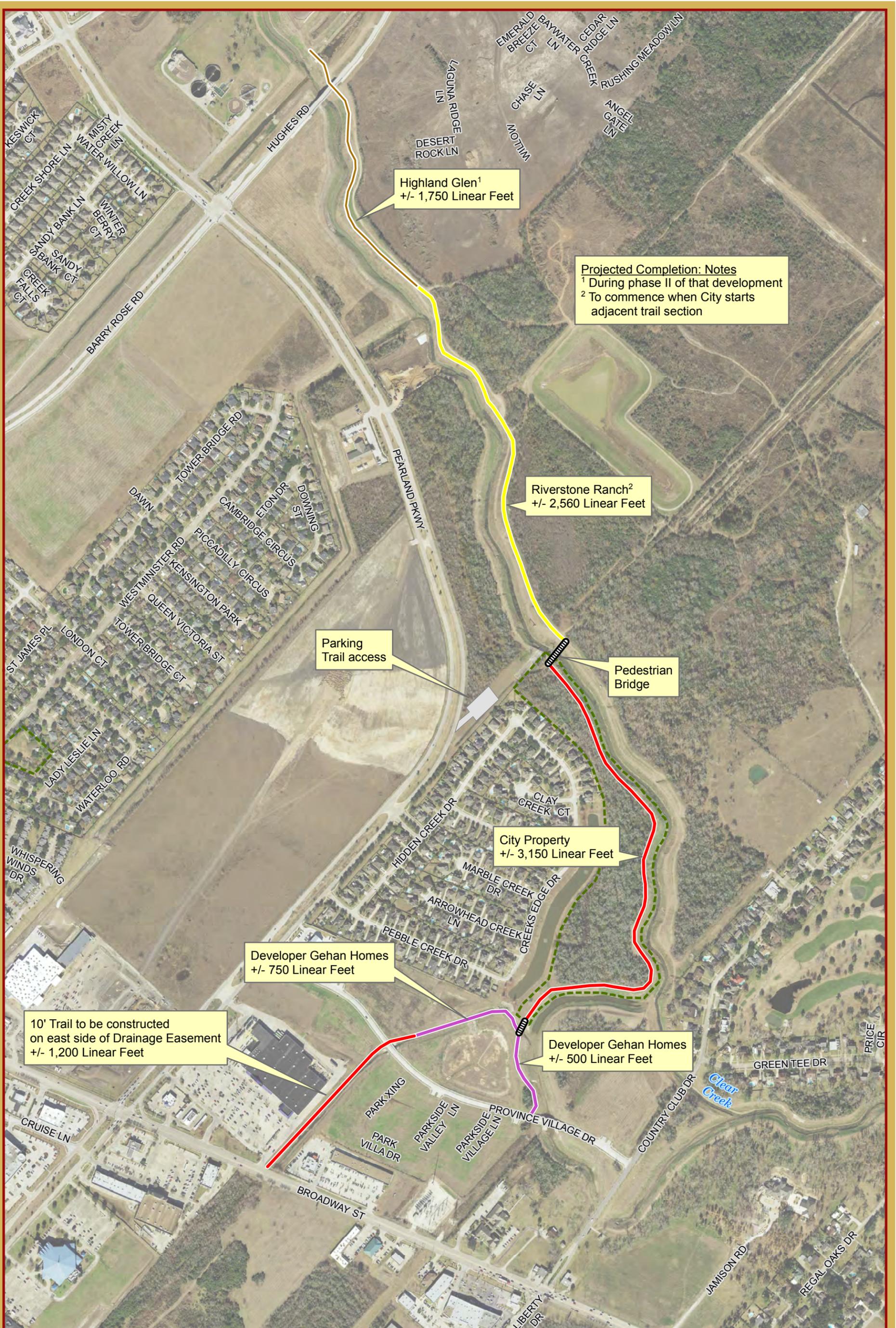
Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Right of Way (by Local Government)	\$50,000	80%	\$40,000	0%	\$0	20%	\$10,000
Engineering (by Local Government)	\$461,121	80%	\$368,897	0%	\$0	20%	\$92,224
Subtotal	\$511,121		\$408,897		\$0		\$102,224
Environmental Direct State Costs	\$2,000	80%	\$1,600	0%	\$0	20%	\$400
Right of Way Direct State Costs	\$2,000	80%	\$1,600	0%	\$0	20%	\$400
Engineering Direct State Costs	\$24,000	80%	\$19,200	0%	\$0	20%	\$4,800
Utility Direct State Costs	\$2,000	80%	\$1,600	0%	\$0	20%	\$400
Indirect State Costs	\$3,000	0%	\$0	100%	\$3,000	0%	\$0
TOTAL	\$544,121		\$432,897		\$3,000		\$108,224

Initial payment by the Local Government to the State: \$6,000

Payment by the Local Government to the State before construction: \$0

Estimated total payment by the Local Government to the State \$6,000

This is an estimate. The final amount of Local Government participation will be based on actual costs.



Projected Completion: Notes
¹ During phase II of that development
² To commence when City starts adjacent trail section

Highland Glen¹
 +/- 1,750 Linear Feet

Riverstone Ranch²
 +/- 2,560 Linear Feet

**Parking
 Trail access**

**Pedestrian
 Bridge**

City Property
 +/- 3,150 Linear Feet

Developer Gehan Homes
 +/- 750 Linear Feet

**10' Trail to be constructed
 on east side of Drainage Easement**
 +/- 1,200 Linear Feet

Developer Gehan Homes
 +/- 500 Linear Feet

GREEN TEE TERRACE TRAIL BREAKDOWN

Section:	Approx Ft*
Highland Glen	1,750
Riverstone	2,560
City Property	3,150
Drainage Easement	1,200
Total	8,660

Note, all figures given were calculated using the GIS system. They are approximate. Alterations in route and/or "meandering" in the trail may significantly change actual linear feet.



1 inch = 550 feet
 JUNE 2015
 GIS DEPARTMENT

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.

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For A Surface Transportation Program – Metropolitan Mobility Off-System Project**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the “State”, and the City of Pearland, acting by and through its duly authorized officials, called the “Local Government.”

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 114213, authorizing the State to undertake and complete a highway improvement generally described as the Shadow Creek Ranch bicycle and pedestrian trail called the “Project”; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____, 20__, which is attached to and made a part of this agreement as Attachment “A” for the improvement covered by this agreement. A map showing the Project location appears in Attachment “B,” which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this agreement, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Scope of Work

The State will review environmental documents, right of way maps, utility adjustments and design plans, specifications, and estimates (PS&E) developed by the Local Government for the Shadow Creek Ranch bicycle and pedestrian trail as shown on Attachment "B".

3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in the Project Budget – Attachment “C”, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties are shown in Attachment “C”. The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- B. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C. The Project cost estimate shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-state participation costs associated with the Project, otherwise provided for in this agreement or approved otherwise in an amendment to this agreement. Where a Special Approval has been signed by the State, the Local Government shall only in that instance be responsible for overruns in excess of the amount to be paid by the Local Government.
- F. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum,

this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

- G.** Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.
- H.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.
- I.** The State will not pay interest on any funds provided by the Local Government.
- J.** If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this agreement is terminated at the request of the Local Government prior to completion of the Project.
- K.** If the Project has been approved for a specified percentage or a "periodic payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the specified percentage or the periodic payment schedule.
- L.** If the Local government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- M.** When a Special Approval has been signed by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of those amounts.
- N.** The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- O.** Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- P.** The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the

costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

- Q. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this agreement.

4. Termination of this Agreement

This agreement shall remain in effect until the project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

6. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

7. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement.
- B. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
- C. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
- D. The Local Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this Project.
- E. Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this agreement shall ensure that the plans for and the construction of all projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

11. Construction Responsibilities

- A. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

- B. The Local Government will use its approved contract letting and award procedures to let and award the construction contract.
- C. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- D. For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

12. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

13. Right of Way and Real Property

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may

not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this agreement and the obligation of federal spending authority.

- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

14. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

CSJ # 0912-31-292
District # 12 - Houston
Code Chart 64 # 32150
Project: Shadow Creek Ranch Bike/Ped Trail
Federal Highway Administration
CFDA # 20.205
Not Research and Development

Local Government:	State:
City Manager City of Pearland 3519 Liberty Drive Pearland, Texas 77581	Director of Contract Services Office Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

15. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

22. Inspection of Books and Records

The parties to this agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

23. Civil Rights Compliance

The Local Government shall comply with the regulations of the United States Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

24. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

25. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

26. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

27. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

28. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 - 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 - 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 - 3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://www.txdot.gov/inside-txdot/office/audit/contact.html>. The expenditure threshold for fiscal years beginning prior to December 31, 2014 is \$500,000; the expenditure threshold for fiscal years beginning on or after December 31, 2014 is \$750,000.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

30. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

CSJ # 0912-31-292
District # 12 - Houston
Code Chart 64 # 32150
Project: Shadow Creek Ranch Bike/Ped Trail
Federal Highway Administration
CFDA # 20.205
Not Research and Development

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

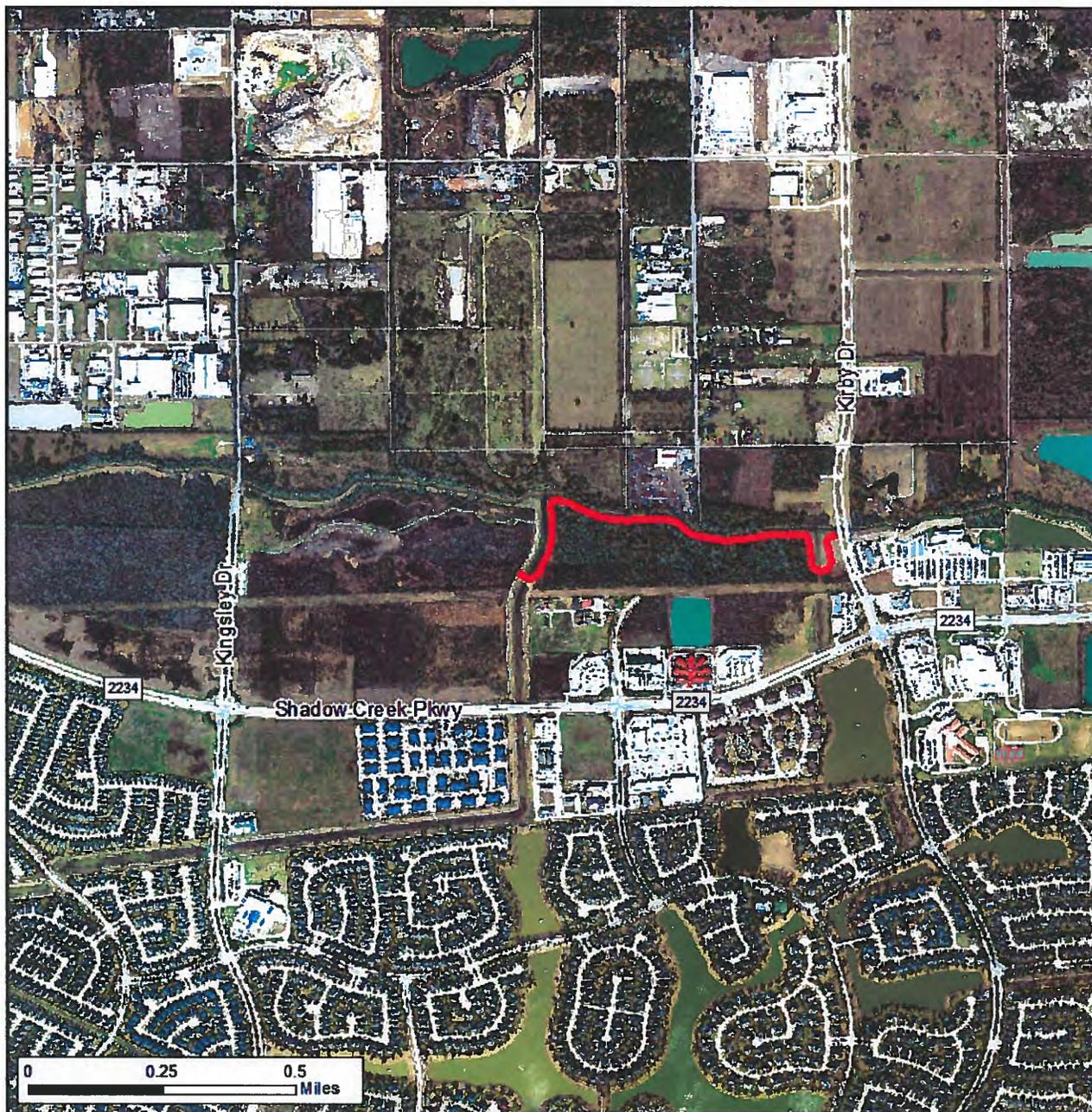
Date

CSJ # 0912-31-292
District # 12 - Houston
Code Chart 64 # 32150
Project: Shadow Creek Ranch Bike/Ped Trail
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**ATTACHMENT A
RESOLUTION OR ORDINANCE**

CSJ # 0912-31-292
District # 12 - Houston
Code Chart 64 # 32150
Project: Shadow Creek Ranch Bike/Ped Trail
Federal Highway Administration
CFDA # 20.205
Not Research and Development

ATTACHMENT B LOCATION MAP SHOWING PROJECT



Attachment B
CSJ: 0912-31-292
Shadow Creek Ranch Bike/Ped Trail



GIS
TxDOT



Texas
Department
of Transportation

CSJ # 0912-31-292
 District # 12 - Houston
 Code Chart 64 # 32150
 Project: Shadow Creek Ranch Bike/Ped Trail
 Federal Highway Administration
 CFDA # 20.205
 Not Research and Development

**ATTACHMENT C
 PROJECT BUDGET**

Costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs, including any overruns.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Right of Way (by Local Government)	\$30,000	80%	\$24,000	0%	\$0	20%	\$6,000
Engineering (by Local Government)	\$260,703	80%	\$208,562	0%	\$0	20%	\$52,141
Subtotal	\$290,703		\$232,562		\$0		\$58,141
Environmental Direct State Costs	\$1,000	80%	\$800	0%	\$0	20%	\$200
Right of Way Direct State Costs	\$1,000	80%	\$800	0%	\$0	20%	\$200
Engineering Direct State Costs	\$17,000	80%	\$13,600	0%	\$0	20%	\$3,400
Utility Direct State Costs	\$1,000	80%	\$800	0%	\$0	20%	\$200
Indirect State Costs	\$2,000	0%	\$0	100%	\$2,000	0%	\$0
TOTAL	\$312,703		\$248,562		\$2,000		\$62,141

Initial payment by the Local Government to the State: \$4,000

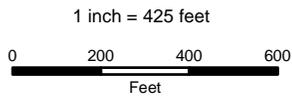
Payment by the Local Government to the State before construction: \$0

Estimated total payment by the Local Government to the State \$4,000

This is an estimate. The final amount of Local Government participation will be based on actual costs.



CITY OF PEARLAND
Shadow Creek Ranch Trail



MAP PREPARED: AUG 2015
 GIS DEPARTMENT

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.

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

AGENDA OF: August 24, 2015	ITEM NO.: Resolution No. R2015-143
DATE SUBMITTED: August 13, 2015	DEPT. OF ORIGIN: Capital Projects
PREPARED BY: Cara Davis	PRESENTOR: Susan Polka, P.E.
REVIEWED BY: Trent Epperson	REVIEW DATE: August 18, 2015
SUBJECT: R2015-143 - A Resolution of the City Council of the City of Pearland, Texas, awarding a bid for the construction of the Bailey Road Expansion Project (between Veterans Drive and FM 1128) to Texas Sterling Construction, in the amount of \$21,299,999.00.	
EXHIBITS: R-2015- 143, A - Engineer's Recommendation Letter and Bid Tab; B - TxDot Approval to Award Memo; C – July 30, 2015 Thursday Packet Memo; D - Map	
FUNDING: <input type="checkbox"/> Grant <input type="checkbox"/> Developer/Other <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Bonds To Be Sold <input checked="" type="checkbox"/> Bonds- Sold <input type="checkbox"/> L/P – Sold <input type="checkbox"/> L/P – To Be Sold	
EXPENDITURE REQUIRED: \$21,299,999.00 AMOUNT BUDGETED:\$33,311,733 AMOUNT AVAILABLE: \$27,154,662 PROJECT NO.: T08002 ACCOUNT NO.: 203-0000-565-03 ADDITIONAL APPROPRIATION REQUIRED: ACCOUNT NO.: PROJECT NO.:	
To be completed by Department:	
X Finance	Legal
Ordinance	X Resolution

RECOMMENDED ACTION

Consideration and approval of a resolution approving bid results for Bailey Road Reconstruction Project and awarding the contract for construction to Texas Sterling Construction Company and authorizing the City Manager to execute the agreement.

EXECUTIVE SUMMARY

BACKGROUND

The Bailey Road extension from Veterans Drive to just west of the FM1128 intersection was part of the 2007 Bond Package. In preparation for the May 2007 bond election, the City

enlisted the services of Klotz Associates, Inc. to produce a Preliminary Engineering Report (PER) for the project. The PER provided preliminary roadway and drainage design recommendations and construction cost estimates. CDM Smith, formerly Wilbur-Smith Associates, was selected for the final design portion of the work and awarded a contract in August 2008. Project design proceeded and completed in mid-2010. Budget constraints at the time pushed back the planned start date of the project so the design was shelved until such time as funding was available. In 2013 the project received Transportation Improvement Program funding from the Transportation Mobility Fund (Off System Projects) through Houston-Galveston Area Council (H-GAC). The State funding, provides 80% of the construction costs with the remaining 20% provided by the City. Due to the State funding the project is subject to the rules and regulations of the Local Government Participation Projects (LGPP) administered by TxDOT.

This segment of Bailey, from Veterans Drive to 1700 feet west of FM1128, is one phase of an overall corridor plan including drainage and roadway improvements. In 2007 the City completed a 2 lane segment from State Highway 35 to Veterans, which includes the overpass over the BNSF railroad. In cooperation with Brazoria County Drainage District 4, the Cowart Creek Diversion Channel was completed along with the associated 80-acre regional detention pond located east of Veterans Drive and North of CR 100. A future drainage maintenance project south of Bailey road is also integral to the overall system.

The total roadway investment in the Bailey corridor within Pearland is approximately \$46.9M. Including the drainage improvements that makes the road project possible, increases the public investment amount to \$64.3M.

SCOPE OF CONTRACT/AGREEMENT

The current Bailey Road is a two-lane asphalt roadway with a large drainage channel on the south side. The reconstruction project will expand the roadway to a 4-lane concrete curb and gutter boulevard with raised medians throughout and dedicated left turn lanes from FM 1128 to Veterans Drive. Approximately 1700 feet west of FM 1128 the roadway will transition back to the 2-lane asphalt cross section. The large ditch on the south side will be enclosed in 9'x4' and 9'x5' concrete box culverts that outfall into the Cowart Creek Diversion channel south of the project. Smaller box culverts, ditches and drainage swales will convey the remaining storm water. Visibility will be improved with streetlights installed on the outside of the roadway corridor. The project also includes a landscaping package consisting of irrigation and trees of the oak, maple and bald cypress varieties. A 10' mixed use path will be provided on the north side. Sound walls, 10' high, will be constructed along the frontage of Park Village Estates and Lawrence Place subdivisions.

BID AND AWARD

Advertising for the project was commenced on April 16, 2015 after receiving authorization from TxDOT. Bids were opened and read aloud in Council Chambers on June 30, 2015 in the presence of City staff and representatives from TxDOT, CDM Smith, Inc. and HDR Engineering, Inc. Four contractors submitted bids ranging from \$21,299,999.00 to \$32,770,199.30. Texas Sterling Construction Co. submitted the low bid that was approximately 20% below the engineer's estimate of \$26,801,842.62. The Bid Tab and other bidding documents were then forwarded to TxDOT for their review and approval of the bid results. Remaining budgeted funds will be used for the Construction Management (CM),

Construction Inspection (CI), and Construction Material Testing (CMT) of Bailey. Staff are currently awaiting TxDOT's approval of the Construction Management / Inspection and Materials Testing (CM/CI/CMT) contract with HDR Engineering.

The concurrence of award package, which included the City's and Engineer's recommendation of award, contract documents, and procedural checklists, was submitted to TxDOT on July 13, 2015. Staff received approval on July 22, 2015 from TxDOT to award the contract to Texas Sterling. The CM/CI/CMT contract will be presented to the Council for consideration as soon as approved by TxDOT.

SCHEDULE

The contract includes 635 calendar days for substantial completion with an additional 30 days to achieve final completion. If Council approval is received on August 24th, we plan to schedule a preconstruction conference for the second or third week in September at which point the Notice to Proceed will be issued.

POLICY/GOAL CONSIDERATION

Strategic Priorities: Sustainable Infrastructure, Safe Community, Fiscally Responsible
Bailey Road is an essential part of the overall mobility plan for Pearland. It will provide an additional east/west corridor on the southern boundary of the City. This route is important for Pearland ISD due to the bus barn location and access to the junior high and two high schools along this corridor. Safety will be improved with the drainage improvements that will enclose Cowart Creek ditch and the installation of streetlights. The project also leverages 20% local dollars with 80% state funds. For these reason it meets the Council's Strategic Goals of Sustainable Infrastructure, Safe Community, and Fiscal Responsibility.

CURRENT AND FUTURE CIP FUNDING /FINANCIAL IMPACTS/DEBT SERVICE

80% of the current request will be reimbursed from TxDOT on a monthly basis per the Advanced Funding Agreement. The City's 20% match funded with Permanent Improvement Bonds.

Year	To Date	2016	2017	2018	2019	Total
Budget	\$ 15,067,388	\$ 18,244,345				\$ 33,311,733
Prior Expenditures						
PER						-
Land/ROW	2,701,911					2,701,911
Design/Survey	2,330,734					2,330,734
Construction	1,124,426					1,124,426
FF&E						-
Current Request						
Construction		\$21,299,999				\$21,299,999
Future Expenditures						
PER						-
Land/ROW						-
Design/Survey						-
Construction		\$1,470,653				\$1,470,653
FF&E						\$0
Total Expenditures	\$ 6,157,071	\$ 22,770,652	\$ -	\$ -	\$ -	\$ 28,927,723
Remaining Balance	\$ 8,910,317	\$ 4,384,010	\$ 4,384,010	\$ 4,384,010	\$ 4,384,010	\$ 4,384,010

Debt Sold	5,493,736					
Debt to Be Sold		3,992,870				
Annual Debt Service	423,017	423,017	802,349	802,349	802,349	

O&M IMPACT INFORMATION

Year	2015	2016	2017	2018	2019
Operation and Maintenance Costs			\$ 80,611	\$ 84,642	\$ 88,874

RESOLUTION NO. R2015-143

A Resolution of the City Council of the City of Pearland, Texas, awarding a bid for the construction of the Bailey Road Expansion Project (between Veterans Drive and FM 1128) to Texas Sterling Construction, in the amount of \$21,299,999.00.

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

Section 1. That competitive bids for the construction of the Bailey Road Expansion Project have been reviewed and tabulated.

Section 2. That the City Council hereby awards the bid to Texas Sterling Construction, in the amount of \$_____.

Section 3. The City Manager or his designee is hereby authorized to execute a contract for the construction of the Bailey Road Expansion 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

EXHIBIT "A"

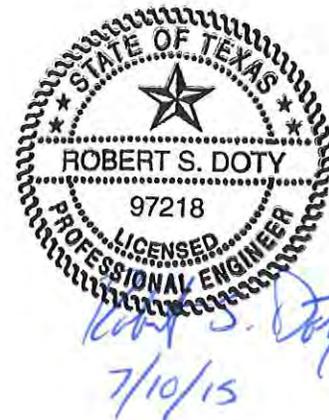


3050 Post Oak Boulevard, Suite 300
 Houston, Texas 77056
 tel: +1 713 423-7300
 fax: +1 713 840-0173
 cdmsmith.com

July 10, 2015

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

Reference Project:
City of Pearland
Bailey Road (West of FM 1128 to Veterans Drive)
Bid No. 0115-11
Project No. T08002
TxDOT CSJ No. 0912-31-289



Subject: **Recommendation of Award**

Dear Ms. Davis:

This letter serves as a written recommendation from CDM Smith to the City of Pearland (COP) to proceed with the award of the above referenced project to **Texas Sterling Construction Co.** in the amount of **\$21,299,999.00**. The bid submitted by Texas Sterling was approximately 20.53% below the anticipated construction cost of **\$26,801,842.62** as estimated by CDM Smith.

Attached for your review is a copy of the Unit Bid Tabulation, including the engineer's estimate. We have tabulated the bids transmitted to our office by COP and verified the bidders and their respective bids as follows:

1) Texas Sterling	Bid Amount	\$21,299,999.00
2) OHL USA	Bid Amount	\$25,436,153.54
3) Allco	Bid Amount	\$25,859,069.08
4) Total Contracting Limited	Bid Amount	\$32,770,199.30

CDM Smith has reviewed Texas Sterling's qualifications, checked references and are satisfied that they possess past experience to perform the work of this contract. They have also performed satisfactorily on other City of Pearland jobs. CDM Smith found no issues upon the review of the bid package attributes and therefore recommends the award be made to Texas Sterling in the amount of \$21,299,999.00, subject to approval by COP and TxDOT.

Sincerely,

A handwritten signature in blue ink that reads "Robert S. Doty". The signature is written in a cursive style with a long horizontal line extending to the right from the end of the name.

Robert S. Doty, PE
Project Manager

CDM Smith
TBPE Firm Registration #F-3043

Bid No.	0115-11 Addendum 5												
Title	Bailey Road Reconstruction Project												
Lines	Engineer's Estimate				Texas Sterling		OHL USA		Allco		Total Contracting Limited		
Line	Description	UOM	QTY	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Site Preparation & Earthwork												
1.1	MOBILIZATION (3% MAXIMUM)	LS	1	\$775,095.66	\$775,095.66	\$615,350.24	\$615,350.24	\$750,000.00	\$750,000.00	\$607,000.00	\$607,000.00	\$976,000.00	\$976,000.00
1.2	PREP ROW	STA	150	\$1,350.00	\$202,500.00	\$7,300.00	\$1,095,000.00	\$3,870.00	\$580,500.00	\$2,700.00	\$405,000.00	\$3,000.00	\$450,000.00
1.3	REMOVING CONC (SIDEWALK)	SY	522	\$9.00	\$4,698.00	\$9.00	\$4,698.00	\$5.00	\$2,610.00	\$21.00	\$10,962.00	\$4.00	\$2,088.00
1.4	REMOVING CONC (DRIVEWAYS)	SY	7133	\$11.00	\$78,463.00	\$5.00	\$35,665.00	\$5.00	\$35,665.00	\$16.00	\$114,128.00	\$4.00	\$28,532.00
1.5	REMOVING STAB BASE & ASPH PAV (4" - 22")	SY	54548	\$4.00	\$218,192.00	\$0.70	\$38,183.60	\$1.00	\$54,548.00	\$8.00	\$436,384.00	\$4.00	\$218,192.00
1.6	EXCAVATION (ROADWAY)	CY	31727	\$5.15	\$163,394.05	\$6.00	\$190,362.00	\$12.00	\$380,724.00	\$16.00	\$507,632.00	\$15.00	\$475,905.00
1.7	EMBANK (FINAL)(DENS CONT)(TY D)	CY	62281	\$7.60	\$473,335.60	\$3.00	\$186,843.00	\$10.00	\$622,810.00	\$12.00	\$747,372.00	\$15.00	\$934,215.00
1.8	REMOV STR (PIPE)	LF	4579	\$12.00	\$54,948.00	\$14.00	\$64,106.00	\$20.00	\$91,580.00	\$10.00	\$45,790.00	\$10.00	\$45,790.00
1.9	REMOV STR (BOX CULVERT)	LF	239	\$56.10	\$13,407.90	\$33.00	\$7,887.00	\$55.00	\$13,145.00	\$21.00	\$5,019.00	\$25.00	\$5,975.00
1.10	REMOV STR (INLET)	EA	2	\$532.50	\$1,065.00	\$700.00	\$1,400.00	\$2,000.00	\$4,000.00	\$500.00	\$1,000.00	\$250.00	\$500.00
1.11	MAILBOX INSTALLATION (INSTALLATION)	EA	12	\$160.00	\$1,920.00	\$350.00	\$4,200.00	\$240.00	\$2,880.00	\$363.35	\$4,360.20	\$1,000.00	\$12,000.00
1.12	DISPOSE OF WATER WELL (CAP AND ABANDON)	EA	3	\$3,500.00	\$10,500.00	\$1,500.00	\$4,500.00	\$10,000.00	\$30,000.00	\$3,312.00	\$9,936.00	\$2,500.00	\$7,500.00
2	Paving												
2.1	LIME (HYD, COM OR QK) (SLRY) OR QK (DRY)	TON	3106	\$150.00	\$465,900.00	\$150.00	\$465,900.00	\$145.00	\$450,370.00	\$150.00	\$465,900.00	\$160.00	\$496,960.00
2.2	LIME TRT (SUBGRADE) (8")	SY	122702	\$3.20	\$392,646.40	\$2.50	\$306,755.00	\$6.00	\$736,212.00	\$4.10	\$503,078.20	\$3.00	\$368,106.00
2.3	LIME TRT (SUBGRADE) (6")	SY	9714	\$2.60	\$25,256.40	\$6.00	\$58,284.00	\$6.00	\$58,284.00	\$6.50	\$63,141.00	\$3.00	\$29,142.00
2.4	ASPHALT STAB BASE (GR2) (PG64) (6")	TON	2900	\$81.65	\$236,785.00	\$82.00	\$237,800.00	\$82.00	\$237,800.00	\$101.00	\$292,900.00	\$100.00	\$290,000.00
2.5	CONC PVMT (JOINT REINF) (10")	SY	101272	\$85.00	\$8,608,120.00	\$50.00	\$5,063,600.00	\$51.75	\$5,240,826.00	\$65.50	\$6,633,316.00	\$70.00	\$7,089,040.00
2.6	FAST TRACK (JOINTED) (13")	SY	200	\$100.00	\$20,000.00	\$150.00	\$30,000.00	\$130.00	\$26,000.00	\$100.00	\$20,000.00	\$100.00	\$20,000.00
2.7	LANDSCAPE PAVERS	SY	5853	\$55.00	\$321,915.00	\$60.00	\$351,180.00	\$28.00	\$163,884.00	\$60.75	\$355,569.75	\$200.00	\$1,170,600.00
2.8	CONC CURB (TY II)	LF	56981	\$20.25	\$1,153,865.25	\$2.90	\$165,244.90	\$14.00	\$797,734.00	\$3.95	\$225,074.95	\$6.00	\$341,886.00
2.9	CONCRETE CURB (MOUNTABLE)	LF	2588	\$7.00	\$18,116.00	\$5.00	\$12,940.00	\$12.00	\$31,056.00	\$7.00	\$18,116.00	\$25.00	\$64,700.00
2.10	CONC CURB AND GUTTER (TY II)	LF	272	\$29.00	\$7,888.00	\$19.00	\$5,168.00	\$14.00	\$3,808.00	\$26.50	\$7,208.00	\$25.00	\$6,800.00
2.11	DRIVEWAYS (CONC)	SY	3129	\$65.52	\$204,979.32	\$54.00	\$168,966.00	\$55.00	\$172,095.00	\$56.00	\$175,224.00	\$50.00	\$156,450.00
2.12	CONC SIDEWALK (SHARED USE) (10"x6")	SY	14950	\$55.00	\$822,250.00	\$50.00	\$747,500.00	\$50.00	\$747,500.00	\$45.00	\$672,750.00	\$45.00	\$672,750.00
2.13	WHEELCHAIR RAMP	EA	48	\$1,550.00	\$74,400.00	\$1,500.00	\$72,000.00	\$2,500.00	\$120,000.00	\$1,800.00	\$86,400.00	\$3,000.00	\$144,000.00
2.14	HMAC SURFACE 1 1/2" (D - GR HMA (SQ) TY - C SAC - C PG64 - 22)	TON	740	\$110.00	\$81,400.00	\$120.00	\$88,800.00	\$100.00	\$74,000.00	\$135.00	\$99,900.00	\$100.00	\$74,000.00
2.15	HMAC LEVEL-UP 1 1/2" (D - GR HMA (SQ) TY - C PG64 - 22)	TON	740	\$115.00	\$85,100.00	\$115.00	\$85,100.00	\$100.00	\$74,000.00	\$135.00	\$99,900.00	\$100.00	\$74,000.00
3	Drainage												
3.1	TRENCH EXCAVATION PROTECTION	LF	20118	\$1.75	\$35,206.50	\$1.00	\$20,118.00	\$1.50	\$30,177.00	\$0.10	\$2,011.80	\$3.00	\$60,354.00
3.2	RIPRAP (CONC)(4IN)	CY	566	\$375.00	\$212,250.00	\$400.00	\$226,400.00	\$400.00	\$226,400.00	\$320.00	\$181,120.00	\$400.00	\$226,400.00
3.3	RIPRAP (CONC) (5 IN)	CY	178	\$440.00	\$78,320.00	\$425.00	\$75,650.00	\$430.00	\$76,540.00	\$346.00	\$61,588.00	\$450.00	\$80,100.00
3.4	CONC BOX CULV (3 FT X 3 FT)	LF	1073	\$195.00	\$209,235.00	\$170.00	\$182,410.00	\$220.00	\$236,060.00	\$271.82	\$291,662.86	\$300.00	\$321,900.00
3.5	CONC BOX CULV (4 FT X 2 FT)	LF	993	\$279.00	\$277,047.00	\$195.00	\$193,635.00	\$250.00	\$248,250.00	\$289.58	\$287,552.94	\$350.00	\$347,550.00
3.6	CONC BOX CULV (4 FT X 3 FT)	LF	1933	\$276.00	\$533,508.00	\$200.00	\$386,600.00	\$270.00	\$521,910.00	\$330.47	\$638,798.51	\$400.00	\$773,200.00
3.7	CONC BOX CULV TRANS (4 FT X 3 FT TO 4 FT X 4 FT)	LF	4	\$600.00	\$2,400.00	\$850.00	\$3,400.00	\$300.00	\$1,200.00	\$903.26	\$3,613.04	\$450.00	\$1,800.00
3.8	CONC BOX CULV (4 FT X 4 FT)	LF	927	\$308.00	\$285,516.00	\$230.00	\$213,210.00	\$300.00	\$278,100.00	\$325.50	\$301,738.50	\$450.00	\$417,150.00
3.9	CONC BOX CULV (5 FT X 3 FT)	LF	869	\$384.00	\$333,696.00	\$250.00	\$217,250.00	\$350.00	\$304,150.00	\$381.57	\$331,584.33	\$500.00	\$434,500.00
3.10	CONC BOX CULV TRANS (5 FT X 3 FT TO 4 FT X 2 FT)	LF	4	\$600.00	\$2,400.00	\$880.00	\$3,520.00	\$450.00	\$1,800.00	\$969.90	\$3,879.60	\$500.00	\$2,000.00
3.11	CONC BOX CULV (6 FT X 4 FT)	LF	658	\$340.00	\$223,720.00	\$320.00	\$210,560.00	\$400.00	\$263,200.00	\$433.22	\$285,058.76	\$550.00	\$361,900.00
3.12	CONC BOX CULV TRANS (6 FT X 4 FT TO 6 FT X 5 FT)	LF	15	\$800.00	\$12,000.00	\$500.00	\$7,500.00	\$400.00	\$6,000.00	\$1,123.07	\$16,846.05	\$600.00	\$9,000.00
3.13	CONC BOX CULV (6 FT X 5 FT)	LF	1468	\$568.00	\$833,824.00	\$330.00	\$484,440.00	\$450.00	\$660,600.00	\$457.73	\$671,947.64	\$600.00	\$880,800.00
3.14	CONC BOX CULV (7 FT X 2 FT)	LF	20	\$485.00	\$9,700.00	\$350.00	\$7,000.00	\$450.00	\$9,000.00	\$441.37	\$8,827.40	\$650.00	\$13,000.00
3.15	CONC BOX CULV TRANS (7 FT X 2 FT TO 9 FT X 4 FT)	LF	4	\$1,000.00	\$4,000.00	\$1,050.00	\$4,200.00	\$520.00	\$2,080.00	\$1,301.83	\$5,207.32	\$800.00	\$3,200.00
3.16	CONC BOX CULV (7 FT X 5 FT)	LF	852	\$361.00	\$307,572.00	\$390.00	\$332,280.00	\$500.00	\$426,000.00	\$502.36	\$428,010.72	\$700.00	\$596,400.00
3.17	CONC BOX CULV (8 FT X 5 FT)	LF	621	\$376.00	\$233,496.00	\$463.00	\$287,523.00	\$500.00	\$310,500.00	\$519.52	\$322,621.92	\$750.00	\$465,750.00
3.18	CONC BOX CULV (9 FT X 5 FT)	LF	3173	\$437.00	\$1,386,601.00	\$480.00	\$1,523,040.00	\$640.00	\$2,030,720.00	\$618.79	\$1,963,420.67	\$825.00	\$2,617,725.00
3.19	CONC BOX CULV TRANS (9 FT X 4 FT TO 9 FT X 5 FT)	LF	4	\$1,000.00	\$4,000.00	\$1,100.00	\$4,400.00	\$650.00	\$2,600.00	\$1,366.02	\$5,464.08	\$825.00	\$3,300.00
3.20	CONC BOX CULV (9 FT X 4 FT)	LF	2892	\$615.00	\$1,778,580.00	\$470.00	\$1,359,240.00	\$600.00	\$1,735,200.00	\$579.38	\$1,675,566.96	\$800.00	\$2,313,600.00
3.21	RC PIPE (CL III) (18 IN)	LF	407	\$54.00	\$21,978.00	\$54.00	\$21,978.00	\$130.00	\$52,910.00	\$51.34	\$20,895.38	\$100.00	\$40,700.00
3.22	RC PIPE (CL III) (24 IN)	LF	4668	\$57.00	\$266,076.00	\$83.00	\$387,444.00	\$110.00	\$513,480.00	\$67.13	\$313,362.84	\$150.00	\$700,200.00

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Line	Description	UOM	QTY	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
3.23	RC PIPE (CL III) (30 IN)	LF	97	\$70.00	\$6,790.00	\$120.00	\$11,640.00	\$230.00	\$22,310.00	\$93.71	\$9,089.87	\$200.00	\$19,400.00
3.24	RC PIPE (CL III) (42 IN)	LF	100	\$116.50	\$11,650.00	\$150.00	\$15,000.00	\$230.00	\$23,000.00	\$143.49	\$14,349.00	\$300.00	\$30,000.00
3.25	INLET (COMPL) (TY C)	EA	82	\$3,090.00	\$253,380.00	\$3,500.00	\$287,000.00	\$6,900.00	\$565,800.00	\$3,525.00	\$289,050.00	\$3,500.00	\$287,000.00
3.26	MANH (COMPL) (TY M)	EA	2	\$4,000.00	\$8,000.00	\$7,000.00	\$14,000.00	\$5,700.00	\$11,400.00	\$4,560.00	\$9,120.00	\$10,000.00	\$20,000.00
3.27	INLET EXT (TY C)	EA	17	\$1,200.00	\$20,400.00	\$1,600.00	\$27,200.00	\$5,600.00	\$95,200.00	\$1,150.00	\$19,550.00	\$3,500.00	\$59,500.00
3.28	INLET (COMPL) (TY AAD)	EA	2	\$3,750.00	\$7,500.00	\$3,500.00	\$7,000.00	\$4,500.00	\$9,000.00	\$3,305.00	\$6,610.00	\$3,500.00	\$7,000.00
3.29	INLET (COMPL) (TY AD)	EA	42	\$2,015.00	\$84,630.00	\$2,200.00	\$92,400.00	\$6,700.00	\$281,400.00	\$2,100.00	\$88,200.00	\$3,500.00	\$147,000.00
3.30	MANH (COMPL) (TY B)	EA	6	\$4,800.00	\$28,800.00	\$4,000.00	\$24,000.00	\$5,600.00	\$33,600.00	\$4,345.00	\$26,070.00	\$10,000.00	\$60,000.00
3.31	MANH (COMPL) (JUNCT BOX) (SPL)	EA	1	\$12,500.00	\$12,500.00	\$50,000.00	\$50,000.00	\$16,000.00	\$16,000.00	\$7,700.00	\$7,700.00	\$16,000.00	\$50,000.00
3.32	INLET (COMPL) (TY C) (MOD) (W/BK OPNG)	EA	1	\$3,400.00	\$3,400.00	\$4,000.00	\$4,000.00	\$6,900.00	\$6,900.00	\$4,450.00	\$4,450.00	\$3,500.00	\$3,500.00
3.33	MANH (COMPL) (TY C)	EA	12	\$1,600.00	\$19,200.00	\$3,500.00	\$42,000.00	\$5,900.00	\$70,800.00	\$3,410.00	\$40,920.00	\$5,000.00	\$60,000.00
3.34	MANH (COMPL) (TY RCB)	EA	45	\$4,500.00	\$202,500.00	\$1,700.00	\$76,500.00	\$3,300.00	\$148,500.00	\$1,825.00	\$82,125.00	\$3,000.00	\$135,000.00
3.35	WINGWALL (SW - 0) (HW=4 FT)	EA	2	\$5,200.00	\$10,400.00	\$15,000.00	\$30,000.00	\$4,600.00	\$9,200.00	\$13,700.00	\$27,400.00	\$50,000.00	\$100,000.00
3.36	WINGWALL (SW - 0) (HW=6 FT)	EA	2	\$7,500.00	\$15,000.00	\$20,000.00	\$40,000.00	\$5,000.00	\$10,000.00	\$14,800.00	\$29,600.00	\$50,000.00	\$100,000.00
3.37	SET (TY II)(18 IN) (RCP) (4:1) (P)	EA	1	\$850.00	\$850.00	\$900.00	\$900.00	\$4,200.00	\$4,200.00	\$1,015.00	\$1,015.00	\$2,000.00	\$2,000.00
3.38	SET (TY II)(24 IN) (RCP) (4:1) (P)	EA	13	\$1,000.00	\$13,000.00	\$1,300.00	\$16,900.00	\$1,800.00	\$23,400.00	\$2,225.00	\$28,925.00	\$2,000.00	\$26,000.00
3.39	SET (TY II)(30 IN) (RCP) (4:1) (P)	EA	1	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$4,800.00	\$4,800.00	\$2,875.00	\$2,875.00	\$5,000.00	\$5,000.00
3.40	SET (TY I)(S=4FT) (HW=3FT) (6:1) (P)	EA	4	\$4,965.00	\$19,860.00	\$3,500.00	\$14,000.00	\$5,100.00	\$20,400.00	\$6,600.00	\$26,400.00	\$5,000.00	\$20,000.00
3.41	SET (TY I)(S=7FT) (HW=3FT) (6:1) (P)	EA	1	\$8,000.00	\$8,000.00	\$6,000.00	\$6,000.00	\$11,800.00	\$11,800.00	\$8,800.00	\$8,800.00	\$5,000.00	\$5,000.00
3.42	JACK BOR OR TUN PIPE (24 IN) (RC) (CL III)	LF	177	\$835.00	\$147,795.00	\$400.00	\$70,800.00	\$400.00	\$70,800.00	\$403.00	\$71,331.00	\$1,000.00	\$177,000.00
3.43	JACK BOR OR TUN PIPE (30 IN) (RC) (CL IV)	LF	30	\$450.00	\$13,500.00	\$480.00	\$14,400.00	\$1,100.00	\$33,000.00	\$478.00	\$14,340.00	\$1,500.00	\$45,000.00
3.44	ADJ MANHS	EA	2	\$907.00	\$1,814.00	\$700.00	\$1,400.00	\$2,200.00	\$4,400.00	\$440.00	\$880.00	\$500.00	\$1,000.00
3.45	ADJ INLETS	EA	5	\$2,600.00	\$13,000.00	\$750.00	\$3,750.00	\$2,200.00	\$11,000.00	\$600.00	\$3,000.00	\$500.00	\$2,500.00
3.46	INLET (COMPL)(DROP)(TY I)(1 GRATE)	EA	2	\$4,350.00	\$8,700.00	\$1,800.00	\$3,600.00	\$5,100.00	\$10,200.00	\$3,300.00	\$6,600.00	\$5,000.00	\$10,000.00
3.47	SHALLOW INLET (TY NO 3)	EA	16	\$4,800.00	\$76,800.00	\$2,000.00	\$32,000.00	\$7,400.00	\$118,400.00	\$2,400.00	\$38,400.00	\$5,000.00	\$80,000.00
3.48	GREEN ARMOR	SY	3173	\$12.00	\$38,076.00	\$13.17	\$41,788.41	\$15.00	\$47,595.00	\$18.00	\$57,114.00	\$50.00	\$158,650.00
4	Traffic Signs and Pavement Markings												
4.1	ALUMINUM SIGNS (TY A)	SF	1214	\$25.70	\$31,199.80	\$23.00	\$27,922.00	\$25.00	\$30,350.00	\$15.00	\$18,210.00	\$25.00	\$30,350.00
4.2	INS SM RD SN SUP & AM TY 10BWG (1) SA (P)	EA	93	\$458.00	\$42,594.00	\$420.00	\$39,060.00	\$370.00	\$34,410.00	\$412.00	\$38,316.00	\$500.00	\$46,500.00
4.3	INS SM RD SN SUP & AM TY 10BWG (1) SA (U)	EA	4	\$545.00	\$2,180.00	\$630.00	\$2,520.00	\$715.00	\$2,860.00	\$645.00	\$2,580.00	\$750.00	\$3,000.00
4.4	INS SM RD SN SUP & AM TY 10BWG (1) SA (T)	EA	10	\$654.00	\$6,540.00	\$800.00	\$8,000.00	\$495.00	\$4,950.00	\$525.00	\$5,250.00	\$750.00	\$7,500.00
4.5	INS SM RD SN SUP & AM TY 10BWG (2) SA (P)	EA	11	\$865.00	\$9,515.00	\$880.00	\$9,680.00	\$900.00	\$9,900.00	\$630.00	\$6,930.00	\$750.00	\$8,250.00
4.6	INS SM RD SN SUP & AM TY TWT (1) WA (P)	EA	1	\$450.00	\$450.00	\$500.00	\$500.00	\$290.00	\$290.00	\$432.00	\$432.00	\$750.00	\$750.00
4.7	REFL PAV MRK TY I (W) 4" (BRK) (100MIL)	LF	6894	\$0.50	\$3,447.00	\$0.71	\$4,894.74	\$0.50	\$3,447.00	\$0.47	\$3,240.18	\$1.00	\$6,894.00
4.8	REFL PAV MRK TY I (W) 4" (SLD) (100MIL)	LF	3297	\$0.40	\$1,318.80	\$0.71	\$2,340.87	\$0.48	\$1,582.56	\$0.44	\$1,450.68	\$1.00	\$3,297.00
4.9	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	LF	5386	\$1.10	\$5,924.60	\$1.02	\$5,493.72	\$1.10	\$5,924.60	\$1.00	\$5,386.00	\$3.00	\$16,158.00
4.10	REFL PAV MRK TY I (W) 12" (SLD) (100MIL)	LF	3619	\$3.34	\$12,087.46	\$3.69	\$13,354.11	\$2.40	\$8,685.60	\$2.30	\$8,323.70	\$10.00	\$36,190.00
4.11	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	904	\$6.52	\$5,894.08	\$7.71	\$6,969.84	\$5.00	\$4,520.00	\$4.60	\$4,158.40	\$15.00	\$13,560.00
4.12	REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)	LF	6012	\$0.39	\$2,344.68	\$0.71	\$4,268.52	\$0.45	\$2,705.40	\$0.45	\$2,705.40	\$1.00	\$6,012.00
4.13	REFL PAV MRK TY I (Y) 8" (SLD) (100MIL)	LF	702	\$0.70	\$491.40	\$1.01	\$709.02	\$1.15	\$807.30	\$1.10	\$772.20	\$3.00	\$2,106.00
4.14	REFL PAV MRK TY I (Y) 12" (SLD) (100MIL)	LF	824	\$3.30	\$2,719.20	\$3.69	\$3,040.56	\$2.25	\$1,854.00	\$2.15	\$1,771.60	\$10.00	\$8,240.00
4.15	REFL PAV MRK (Y) (MED NOSE) (100MIL)	LF	10104	\$1.25	\$12,630.00	\$1.09	\$11,013.36	\$0.70	\$7,072.80	\$0.65	\$6,567.60	\$1.00	\$10,104.00
4.16	REF PAV MRK TY II (W) 4" (BRK)	LF	6894	\$0.13	\$896.22	\$0.33	\$2,275.02	\$0.35	\$2,412.90	\$0.32	\$2,206.08	\$1.00	\$6,894.00
4.17	REF PAV MRK TY II (W) 4" (SLD)	LF	3297	\$0.12	\$395.64	\$0.33	\$1,088.01	\$0.35	\$1,153.95	\$0.32	\$1,055.04	\$1.00	\$3,297.00
4.18	REF PAV MRK TY II (W) 8" (SLD)	LF	5386	\$0.29	\$1,561.94	\$0.72	\$3,877.92	\$0.80	\$4,308.80	\$0.73	\$3,931.78	\$3.00	\$16,158.00
4.19	REF PAV MRK TY II (W) 12" (SLD)	LF	3619	\$0.98	\$3,546.62	\$1.20	\$4,342.80	\$1.40	\$5,066.60	\$1.35	\$4,885.65	\$10.00	\$36,190.00
4.20	REF PAV MRK TY II (W) 24" (SLD)	LF	904	\$2.14	\$1,934.56	\$2.83	\$2,558.32	\$2.50	\$2,260.00	\$2.45	\$2,214.80	\$15.00	\$13,560.00
4.21	REF PAV MRK TY II (Y) 4" (SLD)	LF	6012	\$0.13	\$781.56	\$0.33	\$1,983.96	\$0.35	\$2,104.20	\$0.33	\$1,983.96	\$1.00	\$6,012.00
4.22	REF PAV MRK TY II (Y) 8" (SLD)	LF	702	\$0.55	\$386.10	\$0.71	\$498.42	\$0.80	\$561.60	\$0.75	\$526.50	\$3.00	\$2,106.00
4.23	REF PAV MRK TY II (Y) 12" (SLD)	LF	824	\$1.74	\$1,433.76	\$1.20	\$988.80	\$1.40	\$1,153.60	\$1.35	\$1,112.40	\$10.00	\$8,240.00
4.24	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	53	\$124.06	\$6,575.18	\$271.65	\$14,397.45	\$90.00	\$4,770.00	\$84.00	\$4,452.00	\$300.00	\$15,900.00
4.25	REFL PAV MRK TY I (W) (WORD) (100MIL)	EA	53	\$142.32	\$7,542.96	\$271.65	\$14,397.45	\$115.00	\$6,095.00	\$105.00	\$5,565.00	\$300.00	\$15,900.00
4.26	REFL PAV MRKR TY II - A - A	EA	93	\$3.26	\$303.18	\$5.32	\$494.76	\$4.50	\$418.50	\$4.40	\$409.20	\$7.00	\$651.00
4.27	REFL PAV MRKR TY II - C - R	EA	1986	\$3.63	\$7,209.18	\$4.46	\$8,857.56	\$4.00	\$7,944.00	\$3.80	\$7,546.80	\$7.00	\$13,902.00
4.28	PAV SURF PREP FOR MRK (4")	LF	16203	\$0.13	\$2,106.39	\$0.02	\$324.06	\$0.11	\$1,782.33	\$0.12	\$1,944.36	\$1.00	\$16,203.00
4.29	PAV SURF PREP FOR MRK (8")	LF	6088	\$0.23	\$1,400.24	\$0.04	\$243.52	\$0.25	\$1,522.00	\$0.23	\$1,400.24	\$3.00	\$18,264.00
4.30	PAV SURF PREP FOR MRK (12")	LF	3619	\$0.66	\$2,388.54	\$0.09	\$325.71	\$0.45	\$1,628.55	\$0.43	\$1,556.17	\$10.00	\$36,190.00
4.31	PAV SURF PREP FOR MRK (24")	LF	904	\$0.92	\$831.68	\$0.17	\$153.68	\$1.40	\$1,265.60	\$1.35	\$1,220.40	\$15.00	\$13,560.00
4.32	PAV SURF PREP FOR MRK (ARROW)	EA	53	\$14.41	\$763.73	\$10.54	\$558.62	\$20.00	\$1,060.00	\$19.00	\$1,007.00	\$100.00	\$5,300.00
4.33	PAV SURF PREP FOR MRK (WORD)	EA	53	\$21.28	\$1,127.84	\$10.54	\$558.62	\$17.00	\$901.00	\$16.00	\$848.00	\$100.00	\$5,300.00

Lines				Engineer's Estimate		Texas Sterling		OHL USA		Alco		Total Contracting Limited	
Line	Description	UOM	QTY	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
4.34	TRAFFIC BUTTON TY W (NON-REFL)	EA	1336	\$2.90	\$3,874.40	\$3.80	\$5,076.80	\$2.80	\$3,740.80	\$2.70	\$3,607.20	\$5.00	\$6,680.00
5	Traffic Control Facilities												
5.1	TEMPORARY DRIVEWAYS	SY	2018	\$20.00	\$40,360.00	\$30.00	\$60,540.00	\$47.00	\$94,846.00	\$45.00	\$90,810.00	\$45.00	\$90,810.00
5.2	LIME TRT (EXIST MATL)(6")	SY	6000	\$2.93	\$17,580.00	\$5.00	\$30,000.00	\$9.05	\$54,300.00	\$14.00	\$84,000.00	\$4.00	\$24,000.00
5.3	LIME (HYD, COM OR QK) (SLRY) OR QK (DRY)	TON	81	\$150.40	\$12,182.40	\$150.00	\$12,150.00	\$145.00	\$11,745.00	\$150.00	\$12,150.00	\$175.00	\$14,175.00
5.4	CEMENT TREAT (NEW BASE)(6")	SY	6000	\$2.00	\$12,000.00	\$10.70	\$64,200.00	\$8.00	\$48,000.00	\$22.39	\$134,340.00	\$15.00	\$90,000.00
5.5	ASPHALT STAB BASE (GR 2) (PG 64)	TON	276	\$81.64	\$22,532.64	\$85.00	\$23,460.00	\$82.00	\$22,632.00	\$200.82	\$55,426.32	\$100.00	\$27,600.00
5.6	FULL-DEPTH REPAIR CPJR (10")	SY	1120	\$210.00	\$235,200.00	\$100.00	\$112,000.00	\$90.00	\$100,800.00	\$111.03	\$124,353.60	\$75.00	\$84,000.00
5.7	INLET (COMPL)(TY AD)	EA	26	\$2,015.00	\$52,390.00	\$1,500.00	\$39,000.00	\$2,400.00	\$62,400.00	\$2,100.00	\$54,600.00	\$3,500.00	\$91,000.00
5.8	WK ZN PAV MRK NON - REMOV (W) 4" (BRK)	LF	43	\$1.70	\$73.10	\$0.38	\$16.34	\$0.60	\$25.80	\$0.55	\$23.65	\$1.00	\$43.00
5.9	WK ZN PAV MRK NON - REMOV (W) 4" (DOT)	LF	698	\$0.14	\$97.72	\$1.41	\$984.18	\$0.90	\$628.20	\$0.88	\$614.24	\$1.00	\$698.00
5.10	WK ZN PAV MRK NON - REMOV (W) 4" (SLD)	LF	34040	\$0.24	\$8,169.60	\$0.21	\$7,148.40	\$0.40	\$13,616.00	\$0.38	\$12,935.20	\$1.00	\$34,040.00
5.11	WK ZN PAV MRK NON - REMOV (W) 24" (SLD)	LF	710	\$2.17	\$1,540.70	\$2.28	\$1,618.80	\$2.50	\$1,775.00	\$2.45	\$1,739.50	\$10.00	\$7,100.00
5.12	WK ZN PAV MRK REMOV (W)24"(SLD)	LF	90	\$1.50	\$135.00	\$3.00	\$270.00	\$0.60	\$54.00	\$0.49	\$44.10	\$10.00	\$90.00
5.13	WK ZN PAV MRK NON - REMOV (Y) 4" (DOT)	LF	98	\$2.40	\$235.20	\$1.63	\$159.74	\$0.50	\$49.00	\$0.49	\$48.02	\$1.00	\$98.00
5.14	WK ZN PAV MRK NON - REMOV (Y) 4" (SLD)	LF	87374	\$0.22	\$19,222.28	\$0.21	\$18,348.54	\$0.35	\$30,580.90	\$0.33	\$28,833.42	\$1.00	\$87,374.00
5.15	PAV SURF PREP FOR MRK (BLAST CLN) (4")	LF	122253	\$0.24	\$29,340.72	\$0.13	\$15,892.89	\$0.15	\$18,337.95	\$0.11	\$13,447.83	\$1.00	\$122,253.00
5.16	PAV SURF PREP FOR MRK (BLAST CLN) (24")	LF	710	\$0.70	\$497.00	\$0.88	\$624.80	\$0.25	\$177.50	\$0.22	\$156.20	\$10.00	\$7,100.00
5.17	ELIM EXT PAV MRK & MRKS (All Sizes)	LS	1	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00	\$12,300.00	\$12,300.00	\$12,000.00	\$12,000.00	\$50,000.00	\$50,000.00
5.18	HMAC LEVEL-UP 1 1/2" (D - GR HMA (SQ) TY - C PG64 - 22)	TON	990	\$114.80	\$113,652.00	\$120.00	\$118,800.00	\$100.00	\$99,000.00	\$133.80	\$132,462.00	\$100.00	\$99,000.00
5.19	FLAGGERS	LS	1	\$20,000.00	\$20,000.00	\$50,000.00	\$50,000.00	\$80,125.00	\$80,125.00	\$50,544.00	\$50,544.00	\$500,000.00	\$500,000.00
5.20	TRAFFIC CONTROL AND REGULATION	LS	1	\$110,000.00	\$110,000.00	\$100,000.00	\$100,000.00	\$180,000.00	\$180,000.00	\$130,000.00	\$130,000.00	\$1,000,000.00	\$1,000,000.00
6	Stormwater Pollution Prevention Plan												
6.1	CONSTRUCTION EXITS (REMOVE)	SY	624	\$6.47	\$4,037.28	\$10.00	\$6,240.00	\$25.00	\$15,600.00	\$10.50	\$6,552.00	\$25.00	\$15,600.00
6.2	SANDBAGS FOR EROSION CONTROL (2' LONG)	EA	664	\$3.82	\$2,536.48	\$3.00	\$1,992.00	\$2.80	\$1,859.20	\$3.30	\$2,191.20	\$10.00	\$6,640.00
6.3	TEMP SDMT CONT FENCE (INSTALLATION)	LF	14918	\$2.09	\$31,178.62	\$1.10	\$16,409.80	\$1.55	\$23,122.90	\$1.50	\$22,377.00	\$2.00	\$29,836.00
6.4	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	624	\$15.59	\$9,728.16	\$23.00	\$14,352.00	\$20.00	\$12,480.00	\$22.50	\$14,040.00	\$25.00	\$15,600.00
6.5	TEMP SDMT CONT FENCE (INLET PROTECTION)	LF	1990	\$4.02	\$7,999.80	\$4.00	\$7,960.00	\$3.80	\$7,562.00	\$5.50	\$10,945.00	\$5.00	\$9,950.00
6.6	TEMP SDMT CONT FENCE (REMOVE)	LF	16908	\$0.43	\$7,270.44	\$0.51	\$8,623.08	\$1.70	\$28,743.60	\$0.50	\$8,454.00	\$2.00	\$33,816.00
6.7	ROCK FILTER DAM (INSTALL) (TY I)	LF	227	\$20.73	\$4,705.71	\$24.50	\$5,561.50	\$24.00	\$5,448.00	\$30.00	\$6,810.00	\$50.00	\$11,350.00
6.8	ROCK FILTER DAM (REMOVE)	LF	227	\$7.01	\$1,591.27	\$16.33	\$3,706.91	\$16.00	\$3,632.00	\$21.00	\$4,767.00	\$50.00	\$11,350.00
7	Landscaping												
7.1	BLOCK SODDING	SY	23465	\$2.75	\$64,528.75	\$2.83	\$66,405.95	\$2.80	\$65,702.00	\$4.40	\$103,246.00	\$5.00	\$117,325.00
7.2	HYDRO-MULCH SEEDING	SY	80639	\$0.55	\$44,351.45	\$0.20	\$16,127.80	\$0.20	\$16,127.80	\$0.50	\$40,319.50	\$1.00	\$80,639.00
7.3	FERTILIZER	AC	17	\$912.50	\$15,366.50	\$369.00	\$6,273.00	\$465.00	\$7,905.00	\$1,100.00	\$18,700.00	\$1,000.00	\$17,000.00
7.4	VEGETATIVE WATERING	MG	2861	\$7.16	\$20,484.76	\$10.00	\$28,610.00	\$16.00	\$45,776.00	\$27.00	\$77,247.00	\$50.00	\$143,050.00
7.5	LANDSCAPE IRRIGATION (COMPLETE AND OPERATIONAL)	LS	1	\$225,000.00	\$225,000.00	\$81,466.39	\$81,466.39	\$50,000.00	\$50,000.00	\$236,241.00	\$236,241.00	\$200,000.00	\$200,000.00
7.6	FINE GRADE & SOD, DOUBLE ROW	SY	4680	\$3.00	\$14,040.00	\$4.00	\$18,720.00	\$3.50	\$16,380.00	\$3.30	\$15,444.00	\$6.00	\$28,080.00
7.7	FINE GRADE & HYDROMULCH	SY	10686	\$0.50	\$5,343.00	\$0.32	\$3,419.52	\$1.00	\$10,686.00	\$1.50	\$16,029.00	\$1.00	\$10,686.00
7.8	ACER RUBRUM 'DRUMMONDII', 65 GAL. (COMPLETE AND IN PLACE)	EA	85	\$500.00	\$42,500.00	\$780.68	\$66,357.80	\$750.00	\$63,750.00	\$700.00	\$59,500.00	\$900.00	\$76,500.00
7.9	QUERCUS PHELLOS, 65 GAL. (COMPLETE AND IN PLACE)	EA	23	\$500.00	\$11,500.00	\$759.43	\$17,466.89	\$750.00	\$17,250.00	\$757.00	\$17,411.00	\$900.00	\$20,700.00
7.10	QUERCUS VIRGINIANA, 65 GAL. (COMPLETE AND IN PLACE)	EA	50	\$500.00	\$25,000.00	\$727.57	\$36,378.50	\$750.00	\$37,500.00	\$671.00	\$33,550.00	\$800.00	\$40,000.00
7.11	TAXODIUM MUCRONATUM, 65 GAL. (COMPLETE AND IN PLACE)	EA	50	\$500.00	\$25,000.00	\$727.57	\$36,378.50	\$750.00	\$37,500.00	\$728.00	\$36,400.00	\$800.00	\$40,000.00
7.12	ROOT BARRIER (COMPLETE AND IN PLACE)	LF	13205	\$8.00	\$105,640.00	\$7.86	\$103,791.30	\$12.50	\$165,062.50	\$9.10	\$120,165.50	\$10.00	\$132,050.00
8	Lighting												
8.1	CONDT (PVC)(SCHD 80)(2")	LF	30902	\$6.50	\$200,863.00	\$6.50	\$200,863.00	\$7.00	\$216,314.00	\$8.00	\$247,216.00	\$7.20	\$222,494.40
8.2	INSTALLATION OF CENTERPOINT GROUND BOX	EA	29	\$840.00	\$24,360.00	\$200.00	\$5,800.00	\$605.00	\$17,545.00	\$201.00	\$5,829.00	\$220.00	\$6,380.00
9	Signalization												
9.1	INSTALL HWY TRF SIG (SYSTEM)	EA	3	\$25,000.00	\$75,000.00	\$22,600.00	\$67,800.00	\$22,600.00	\$67,800.00	\$28,098.00	\$84,294.00	\$24,860.00	\$74,580.00
9.2	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	30	\$203.38	\$6,101.40	\$230.00	\$6,900.00	\$165.00	\$4,950.00	\$523.87	\$15,716.10	\$253.00	\$7,590.00
9.3	DRILL SHAFT (TRF SIG POLE) (48 IN)	LF	220	\$302.00	\$66,440.00	\$360.00	\$79,200.00	\$290.00	\$63,800.00	\$394.80	\$86,856.00	\$396.00	\$87,120.00
9.4	CONDT (PVC) (SCHD 80) (2")	LF	512	\$7.20	\$3,686.40	\$10.00	\$5,120.00	\$9.00	\$4,608.00	\$9.92	\$5,079.04	\$11.00	\$5,632.00
9.5	CONDT (PVC) (SCHD 80) (3")	LF	119	\$17.28	\$2,056.32	\$15.00	\$1,785.00	\$15.00	\$1,785.00	\$11.00	\$1,309.00	\$16.50	\$1,963.50
9.6	CONDT (PVC) (SCHD 80) (4")	LF	206	\$20.00	\$4,120.00	\$16.00	\$3,296.00	\$15.00	\$3,090.00	\$12.63	\$2,601.78	\$17.60	\$3,625.60
9.7	CONDT (PVC)(SCHD 80)(2") (BORE)	LF	1235	\$22.00	\$27,170.00	\$11.00	\$13,585.00	\$10.00	\$12,350.00	\$19.64	\$24,255.40	\$12.10	\$14,943.50

Lines				Engineer's Estimate		Texas Sterling		OHL USA		Allco		Total Contracting Limited	
Line	Description	UOM	QTY	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
9.8	CONDT (PVC) (SCHD 80) (4") (BORE)	LF	1271	\$16.19	\$20,577.49	\$18.00	\$22,878.00	\$16.00	\$20,336.00	\$22.04	\$28,012.84	\$19.80	\$25,165.80
9.9	ELEC CONDR (NO. 4) BARE	LF	80	\$1.49	\$119.20	\$1.50	\$120.00	\$2.00	\$160.00	\$1.38	\$110.40	\$1.65	\$132.00
9.10	ELEC CONDR (NO. 4) INSULATED	LF	60	\$1.62	\$97.20	\$2.00	\$120.00	\$2.00	\$120.00	\$1.51	\$90.60	\$2.20	\$132.00
9.11	TRAY CABLE (4 COND., NO. 12)	LF	1010	\$1.68	\$1,696.80	\$1.50	\$1,515.00	\$2.00	\$2,020.00	\$1.37	\$1,383.70	\$1.65	\$1,666.50
9.12	GROUND BOX (TYPE D) (162922) W/APRON	EA	12	\$585.00	\$7,020.00	\$650.00	\$7,800.00	\$675.00	\$8,100.00	\$709.58	\$8,514.96	\$715.00	\$8,580.00
9.13	ELC SRV TY D (120/240) 070 (NS)AL (E) PS (U)	EA	3	\$5,000.00	\$15,000.00	\$4,000.00	\$12,000.00	\$3,800.00	\$11,400.00	\$3,033.54	\$9,100.62	\$4,400.00	\$13,200.00
9.14	PED SIG SEC (12 IN) LED COUNTDOWN TYPE	EA	32	\$312.40	\$9,996.80	\$450.00	\$14,400.00	\$450.00	\$14,400.00	\$396.30	\$12,681.60	\$495.00	\$15,840.00
9.15	VEH SIG SEC (12 IN) LED (3 SEC) W/ BACKPLATE	EA	24	\$216.26	\$5,190.24	\$600.00	\$14,400.00	\$680.00	\$16,320.00	\$686.02	\$16,464.48	\$660.00	\$15,840.00
9.16	VEH SIG SEC (12 IN) LED (4 SEC) W/ BACKPLATE	EA	12	\$215.15	\$2,581.80	\$750.00	\$9,000.00	\$700.00	\$8,400.00	\$377.64	\$4,531.68	\$825.00	\$9,900.00
9.17	TRF SIG CBL (TY A) (12 AWG) (2 CONDR)	LF	3100	\$1.57	\$4,867.00	\$0.80	\$2,480.00	\$1.50	\$4,650.00	\$0.97	\$3,007.00	\$0.90	\$2,790.00
9.18	TRF SIG CBL (TY A) (12 AWG) (4 CONDR)	LF	3100	\$3.38	\$10,478.00	\$1.00	\$3,100.00	\$1.50	\$4,650.00	\$1.25	\$3,875.00	\$1.10	\$3,410.00
9.19	TRF SIG CBL (TY A) (12 AWG) (7 CONDR)	LF	4200	\$1.88	\$7,896.00	\$1.60	\$6,720.00	\$2.00	\$8,400.00	\$1.71	\$7,182.00	\$1.80	\$7,560.00
9.20	INS TRF SIG PL AM (S) 1 ARM (44') LUM	EA	1	\$8,500.00	\$8,500.00	\$6,700.00	\$6,700.00	\$7,300.00	\$7,300.00	\$7,495.01	\$7,495.01	\$7,370.00	\$7,370.00
9.21	INS TRF SIG PL AM (S) 1 ARM (44')	EA	1	\$8,000.00	\$8,000.00	\$5,300.00	\$5,300.00	\$8,100.00	\$8,100.00	\$6,626.43	\$6,626.43	\$5,830.00	\$5,830.00
9.22	INS TRF SIG PL AM (S) 1 ARM (50')	EA	4	\$11,500.00	\$46,000.00	\$13,200.00	\$52,800.00	\$14,350.00	\$57,400.00	\$16,309.16	\$65,236.64	\$14,520.00	\$58,080.00
9.23	INS TRF SIG PL AM (S) 1 ARM (50') LUM	EA	3	\$12,000.00	\$36,000.00	\$15,600.00	\$46,800.00	\$16,055.00	\$48,165.00	\$18,484.82	\$55,454.46	\$17,160.00	\$51,480.00
9.24	INS TRF SIG PL AM (S) 1 ARM (55')	EA	1	\$15,000.00	\$15,000.00	\$13,500.00	\$13,500.00	\$15,100.00	\$15,100.00	\$16,811.35	\$16,811.35	\$14,850.00	\$14,850.00
9.25	INS TRF SIG PL AM (S) 1 ARM (55') LUM	EA	2	\$15,500.00	\$31,000.00	\$16,000.00	\$32,000.00	\$16,200.00	\$32,400.00	\$18,962.77	\$37,925.54	\$17,600.00	\$35,200.00
9.26	PED POLE ASSEMBLY	EA	2	\$1,802.51	\$3,605.02	\$1,300.00	\$2,600.00	\$1,800.00	\$3,600.00	\$1,468.58	\$2,937.16	\$1,430.00	\$2,860.00
9.27	PED DETECT PUSH BUTTONS(APS)	EA	32	\$250.00	\$8,000.00	\$400.00	\$12,800.00	\$600.00	\$19,200.00	\$1,120.96	\$35,870.72	\$440.00	\$14,080.00
9.28	VIVDS PROCESSOR SYSTEM	EA	3	\$4,920.37	\$14,761.11	\$11,000.00	\$33,000.00	\$11,300.00	\$33,900.00	\$9,448.31	\$28,344.93	\$12,100.00	\$36,300.00
9.29	VIVDS CAMERA ASSEMBLY	EA	20	\$1,322.94	\$26,458.80	\$1,300.00	\$26,000.00	\$1,400.00	\$28,000.00	\$1,440.84	\$28,816.80	\$1,430.00	\$28,600.00
9.30	VIVDS SET-UP SYSTEM	EA	3	\$376.67	\$1,130.01	\$350.00	\$1,050.00	\$535.00	\$1,605.00	\$270.49	\$811.47	\$385.00	\$1,155.00
9.31	VIVDS COMMUNICATION CABLE (COAXIAL)	LF	4600	\$2.28	\$10,488.00	\$1.50	\$6,900.00	\$2.40	\$11,040.00	\$2.22	\$10,212.00	\$1.65	\$7,590.00
9.32	ACCESSIBLE PEDESTRIAN SIGNAL UNITS	EA	4	\$1,023.22	\$4,092.88	\$2,500.00	\$10,000.00	\$2,900.00	\$11,600.00	\$1,119.45	\$4,477.80	\$2,750.00	\$11,000.00
9.33	TEMP TRAF SIGNALS	EA	4	\$28,322.00	\$113,288.00	\$42,000.00	\$168,000.00	\$32,500.00	\$130,000.00	\$42,272.12	\$169,088.48	\$46,200.00	\$184,800.00
9.34	EMERGENCY PREEMPTION DETECTOR	EA	12	\$750.00	\$9,000.00	\$1,500.00	\$18,000.00	\$1,700.00	\$20,400.00	\$643.22	\$7,718.64	\$1,650.00	\$19,800.00
9.35	EMERGENCY PREEMPTION CABLE	LF	1630	\$2.50	\$4,075.00	\$1.00	\$1,630.00	\$2.15	\$3,504.50	\$1.26	\$2,053.80	\$1.10	\$1,793.00
10	Sound Wall												
10.1	DRILL SHAFT (30 IN)	LF	4525	\$124.96	\$565,444.00	\$116.00	\$524,900.00	\$160.00	\$724,000.00	\$100.00	\$452,500.00	\$65.00	\$294,125.00
10.2	RIPRAP (CONC) (CL B) (4")	CY	135	\$501.05	\$67,641.75	\$425.00	\$57,375.00	\$370.00	\$49,950.00	\$575.00	\$77,625.00	\$400.00	\$54,000.00
10.3	SOUND WALL WAVE SCHEME (10 FT)	LF	2877	\$315.00	\$906,255.00	\$310.00	\$891,870.00	\$250.00	\$719,250.00	\$232.36	\$668,499.72	\$300.00	\$863,100.00
11	Extra Work												
11.1	Labor (unskilled)	MH	100	\$20.00	\$2,000.00	\$22.00	\$2,200.00	\$21.40	\$2,140.00	\$30.00	\$3,000.00	\$50.00	\$5,000.00
11.2	Labor (skilled)	MH	100	\$30.00	\$3,000.00	\$24.00	\$2,400.00	\$24.00	\$2,400.00	\$50.00	\$5,000.00	\$50.00	\$5,000.00
11.3	Remove Existing Signs (Signs to be returned to City)	EA	1	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$3,000.00	\$3,000.00	\$200.00	\$200.00	\$1,000.00	\$1,000.00
11.4	Control of Groundwater	LF	500	\$25.00	\$12,500.00	\$25.00	\$12,500.00	\$9.00	\$4,500.00	\$30.00	\$15,000.00	\$1.00	\$500.00
11.5	Dewatering - Special Bedding	LF	500	\$25.00	\$12,500.00	\$40.00	\$20,000.00	\$4.75	\$2,375.00	\$35.00	\$17,500.00	\$50.00	\$25,000.00
11.6	Excavation (Hand)	CY	100	\$20.00	\$2,000.00	\$50.00	\$5,000.00	\$95.00	\$9,500.00	\$200.00	\$20,000.00	\$25.00	\$2,500.00
11.7	Special Excavation Work (Machine)	HR	40	\$100.00	\$4,000.00	\$100.00	\$4,000.00	\$50.00	\$2,000.00	\$150.00	\$6,000.00	\$100.00	\$4,000.00
11.8	Concrete, all classes with formwork, complete in place	CY	100	\$100.00	\$10,000.00	\$400.00	\$40,000.00	\$685.00	\$68,500.00	\$400.00	\$40,000.00	\$250.00	\$25,000.00
11.9	Cement Stabilized Sand, Compacted in Place	CY	500	\$20.00	\$10,000.00	\$45.00	\$22,500.00	\$40.00	\$20,000.00	\$55.00	\$27,500.00	\$25.00	\$12,500.00
11.10	Asphalt Stabilized Base	CY	100	\$30.00	\$3,000.00	\$200.00	\$20,000.00	\$145.00	\$14,500.00	\$175.00	\$17,500.00	\$100.00	\$10,000.00
11.11	Crushed Concrete or Stone for Wet Trench	CY	100	\$20.00	\$2,000.00	\$60.00	\$6,000.00	\$50.00	\$5,000.00	\$40.00	\$4,000.00	\$35.00	\$3,500.00
11.12	Reinforced Concrete Pipe Bend (24")	EA	2	\$200.00	\$400.00	\$250.00	\$500.00	\$240.00	\$480.00	\$500.00	\$1,000.00	\$5,000.00	\$10,000.00
11.13	4" Steel Force Main with Bends	LF	56	\$53.00	\$2,968.00	\$135.00	\$7,560.00	\$120.00	\$6,720.00	\$200.00	\$11,200.00	\$100.00	\$5,600.00
11.14	Force Main, 4" PVC	LF	100	\$40.00	\$4,000.00	\$60.00	\$6,000.00	\$32.00	\$3,200.00	\$50.00	\$5,000.00	\$100.00	\$10,000.00
11.15	Water Mains 8" PVC	LF	100	\$30.00	\$3,000.00	\$65.00	\$6,500.00	\$30.00	\$3,000.00	\$60.00	\$6,000.00	\$100.00	\$10,000.00
11.16	Water Mains 12" PVC	LF	100	\$50.00	\$5,000.00	\$75.00	\$7,500.00	\$35.00	\$3,500.00	\$80.00	\$8,000.00	\$150.00	\$15,000.00
11.17	Water Mains 30" DIP	LF	100	\$300.00	\$30,000.00	\$275.00	\$27,500.00	\$76.00	\$7,600.00	\$200.00	\$20,000.00	\$500.00	\$50,000.00
11.18	Gravity Sanitary SWR 8" PVC (All Depths)	LF	100	\$40.00	\$4,000.00	\$65.00	\$6,500.00	\$31.00	\$3,100.00	\$75.00	\$7,500.00	\$100.00	\$10,000.00
11.19	8' Cedar Fence (Incl Gates)	LF	100	\$20.00	\$2,000.00	\$150.00	\$15,000.00	\$20.00	\$4,000.00	\$40.00	\$4,000.00	\$50.00	\$5,000.00
11.20	6' Chain Link (Incl Gates)	LF	100	\$15.00	\$1,500.00	\$150.00	\$15,000.00	\$25.00	\$2,500.00	\$35.00	\$3,500.00	\$50.00	\$5,000.00
11.21	Off-Duty Police Officer	HR	100	\$42.00	\$4,200.00	\$40.00	\$4,000.00	\$50.00	\$5,000.00	\$100.00	\$10,000.00	\$45.00	\$4,500.00
11.22	Remove Septic Tank	EA	1	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$25,000.00	\$25,000.00	\$5,000.00	\$5,000.00
12	Add Alternate No. 1	PKG											
12.1	INS TRF SIG PL AM (S) 1 ARM (44') LUM (NOSTALGIA DESIGN)	EA	1	\$10,500.00	\$10,500.00	\$6,700.00	\$6,700.00	\$12,765.00	\$12,765.00	\$6,195.91	\$6,195.91	\$7,370.00	\$7,370.00

Lines				Engineer's Estimate		Texas Sterling		OHL USA		Allco		Total Contracting Limited	
Line	Description	UOM	QTY	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
12.2	INS TRF SIG PL AM (S) 1 ARM (44') (NOSTALGIA DESIGN)	EA	1	\$10,000.00	\$10,000.00	\$8,100.00	\$8,100.00	\$12,990.00	\$12,990.00	\$7,064.49	\$7,064.49	\$8,910.00	\$8,910.00
12.3	INS TRF SIG PL AM (S) 1 ARM (50') (NOSTALGIA DESIGN)	EA	4	\$12,000.00	\$48,000.00	\$7,000.00	\$28,000.00	\$8,850.00	\$35,400.00	\$5,935.33	\$23,741.32	\$7,700.00	\$30,800.00
12.4	INS TRF SIG PL AM (S) 1 ARM (50') LUM (NOSTALGIA DESIGN)	EA	3	\$12,500.00	\$37,500.00	\$4,600.00	\$13,800.00	\$8,185.00	\$24,555.00	\$4,024.44	\$12,073.32	\$5,060.00	\$15,180.00
12.5	INS TRF SIG PL AM (S) 1 ARM (55') (NOSTALGIA DESIGN)	EA	1	\$15,000.00	\$15,000.00	\$4,900.00	\$4,900.00	\$8,765.00	\$8,765.00	\$6,313.94	\$6,313.94	\$5,390.00	\$5,390.00
12.6	INS TRF SIG PL AM (S) 1 ARM (55') LUM (NOSTALGIA DESIGN)	EA	2	\$15,500.00	\$31,000.00	\$5,500.00	\$11,000.00	\$8,475.00	\$16,950.00	\$4,962.52	\$9,925.04	\$6,050.00	\$12,100.00
				Total	\$26,801,842.62		\$21,299,999.00		\$25,436,153.54		\$25,859,069.08		\$32,770,199.30

EXHIBIT “B”



RECEIVED

JUL 27 2015

CONSTRUCTION
DIVISION



MEMO

July 22, 2015

To: William L. Hale, P.E., Chief Engineer

Through: Mark A. Marek, P.E., Director of Engineering Operations *mm*

From: John F. Obr, P.E., Director, Construction Division *J. F. Obr, P.E.*

Subject: Award of Local Let Project

Control: 0912-31-289
Project: C 912-31-289
Highway: CS
Brazoria County

The above referenced project has been reviewed. The City of Pearland and the Houston District recommend awarding the contract to Texas Sterling Construction Company. The total amount of the low bid was \$21,299,999.00, which is 20.5 percent under the engineer's estimate of \$26,801,842.62. This project is funded by state and local government monies. The city is responsible for any costs above the maximum authorized amount.

There were no add/delete alternates in this project.

Attached is the State Letter of Authority for locally let projects, indicating clearances for the following:

- Right of way
- Encroachments
- Relocation assistance
- Environmental

The utilities are not cleared for this project; however, it is not anticipated that the adjustments will delay construction operations.

We request your concurrence in the award of this project. If you have any questions, please call Juan F. Urrutia, P.E., at 512/416-2455.

*Approved
W. L. Hale
7/22/15*

OUR GOALS
MAINTAIN A SAFE SYSTEM ▪ ADDRESS CONGESTION ▪ CONNECT TEXAS COMMUNITIES ▪ BEST IN CLASS STATE AGENCY

An Equal Opportunity Employer

EXHIBIT “C”



Memo

To: Clay Pearson, City Manager

From: Cara Davis, Project Manager

CC: Jon Branson, Deputy City Manager
Trent Epperson, Assistant City Manager
Susan Polka, Director of Engineering
Skipper Jones, Assistant Projects Director

Date: July 30, 2015

RE: Bailey Road Expansion Update

7/30/2015
To: Mayor and City Council members
Update on important and large mobility project moving ahead. Good construction bids received, readying for August award consideration. Clay

The Bailey Road Reconstruction has been a long time in the making. From the start of design in 2008 to the recent letting in June 2015, many hours have been put into coordination with local entities, business owners and residents to make this project as accommodating and user friendly for the traveling public as possible. With the assistance of the Houston Galveston Area Council (H-GAC) Transportation Improvement Program (TIP) funding received in 2013, Bailey Road will be built via an 80/20 split of State and Local City of Pearland funding.

Design Overview

The current Bailey Road is a two lane asphalt roadway with a large drainage channel on the south side. The reconstruction project will expand the roadway to a 4 lane concrete curb and gutter boulevard with raised medians throughout and dedicated left turn lanes from FM 1128 to Veterans Drive. Approximately 1700 feet west of FM 1128 the roadway will transition back to the 2 lane asphalt cross section. The large ditch on the south side will be enclosed in 9'x4' and 9'x5' concrete box culverts that outfall into the Cowart Creek Diversion channel south of the project. Smaller box culverts, ditches and drainage swales will convey the remaining storm water. Visibility will be improved with streetlights installed on the outside of the roadway corridor. The project also includes a landscaping package consisting of irrigation and trees of the oak, maple and bald cypress varieties. A 10' mixed use path will be provided on the north side.

Our segment of Bailey is one phase of an overall corridor plan including drainage and roadway improvements. In 2007 we completed, the 2 lane segment from SH 35 to Veterans, which includes the overpass over the BNSF railroad. In cooperation with Brazoria County Drainage District 4, the Cowart Creek Diversion Channel was completed along with the associated 80 acre regional detention pond located east of Veterans and North of CR 100. A future drainage maintenance project south of Bailey road is also integral to the overall system. The overall cost

of these combined projects is estimated to be somewhere in the area of \$46.9 million. This includes City and State funds for design, land acquisition, and construction.

Brazoria County will be constructing a segment of roadway that starts from our western limit at FM 1128 and runs to CR 90. This will also be a 4 lane concrete curb and gutter roadway, with 18 ft wide raised medians. A 5' sidewalk will be constructed on the north side.

Pearland Economic Development Corporation's (PEDC's) investment in the Bailey railroad overpass increases the corridor investment to \$64.3M. Adding the County's segment to the west results in a total public investment of approximately \$87.4M.

Stakeholder Input

Various coordination efforts were undertaken throughout the design process. Several meetings and concurrent reviews were held with Brazoria Drainage District No. 4 and Brazoria County Engineering. Once state funding was approved, the previously shelved design from 2010 was updated to meet the Texas Department of Transportation's (TxDOT's) design criteria.

Community involvement was also key in this process. The first public open house meeting was held in 2009 to inform the residents of the limits and general layout of the upcoming project and to gather public comments on the project. A second open house was held in 2014 to showcase the updated design based on the TxDOT approved plans and to allow an additional comment period for the public.

The environmental assessment performed for the project included a noise analysis. From this study it was concluded that sound walls were warranted at the Lawrence Place and Park Village Estates subdivisions. A smaller public meeting was held with the affected residents for these subdivisions as part of the public involvement process. With the information disseminated at this meeting, residents from these subdivisions participated in a survey in which they were able to select the sound wall pattern and color.

Because Bailey Road is essential for the mobility of Pearland ISD, City staff and the design engineers from CDM Smith, Inc. held a meeting with the Transportation Supervisor, as well as the principals from Pearland Junior High South and Turner High School. The median configuration was revised at the Junior High/High School complex to better accommodate traffic circulation and student pickup/drop-off via bus and parents. Young student driver safety was also taken into consideration when modifying the access points to/from the school. On the other end of the project, we made sure that the proper stacking lengths were specified to accommodate the bus traffic entering and exiting the bus barn just west of FM 1128.

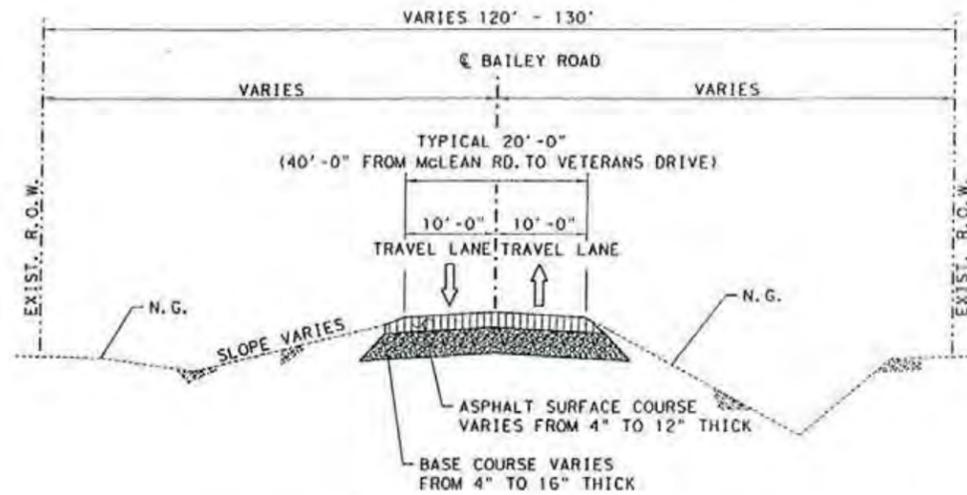
Other accommodations were made through the acquisition process early on in the project to ensure that property and business owners retained the access required for their type of property. Median cuts, rollover curbs, and appropriately sized driveways were strategically placed to manage access along the corridor.

Contract Award and Proposed Schedule

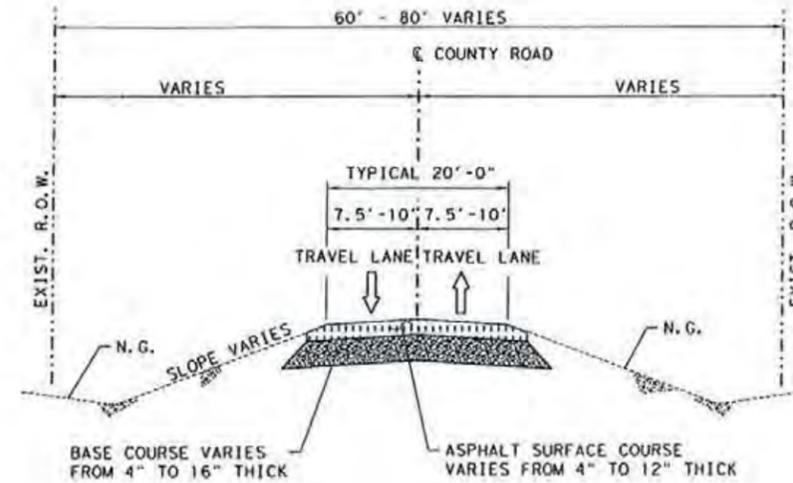
Advertising for the project was commenced on April 16, 2015. Bids were opened and read aloud in Council Chambers on June 30, 2015 in the presence of City staff as well as representatives from TxDOT, CDM Smith, Inc. and HDR Engineering, Inc. Four contractors submitted bids ranging from \$21,299,999.00 to \$32,770,199.30. Texas Sterling Construction Co. is our apparent low bidder and was approximately 20% below our engineer's estimate of \$26,801,842.62. Remaining budgeted funds will be used for the Construction Management (CM), Inspection (CI), and Construction Material Testing (CMT) of the construction of Bailey. We are awaiting TxDOT's approval of the CM/CI/CMT contract with HDR Engineering.

The concurrence of award package, which included the City's and Engineer's recommendation of award, contract documents, and procedural checklists, was submitted to TxDOT on July 13, 2015. We received approval on July 22, 2015 from TxDOT to award the contract to Texas Sterling. We are proposing to take the construction contract award to Council on August 24, 2015. The CM/CI/CMT contract will be presented to the Council for consideration as soon as approved by TxDOT.

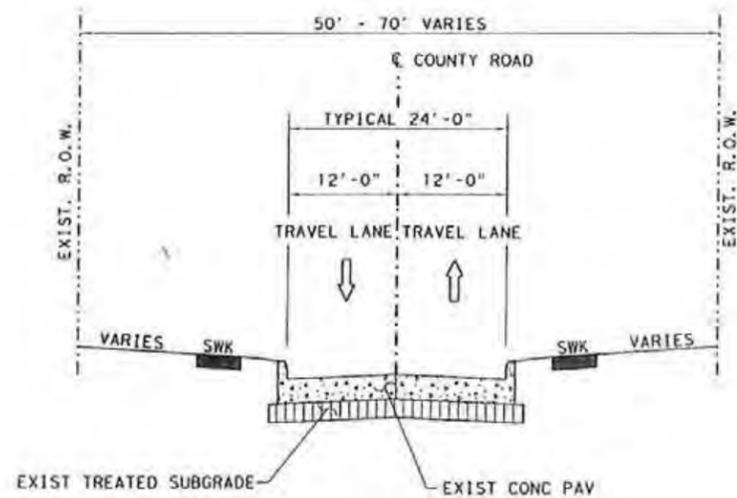
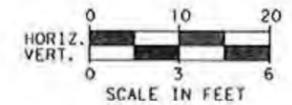
The contract includes 635 calendar days for substantial completion with an additional 30 days to achieve final completion. If Council approval is received on August 24th, we plan to schedule a preconstruction conference for the second or third week of September at which point the Notice to Proceed is also planned to be issued.



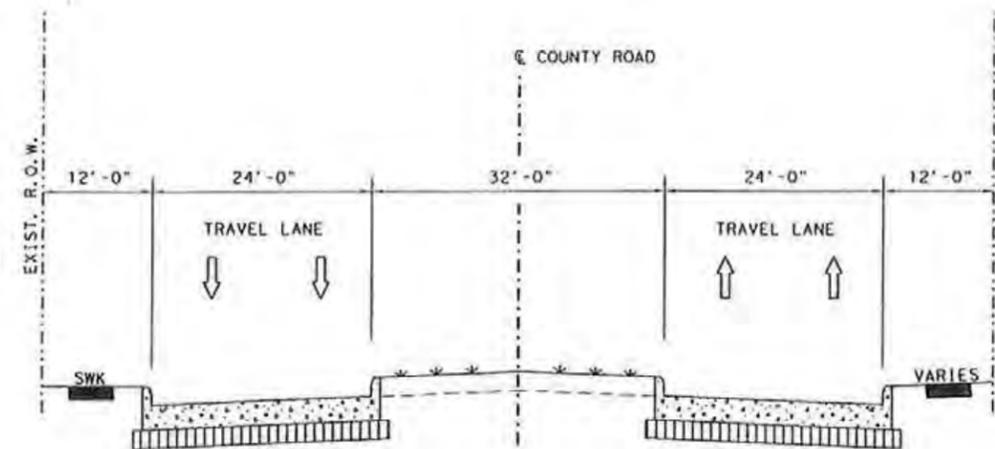
BAILEY ROAD (CR 101)
FROM 1000' WEST OF FM 1128 TO VETERANS DRIVE
EXISTING TYPICAL SECTION



COUNTY ROAD EXISTING TYPICAL SECTIONS
REST HOME ST (CR 101-B)
HOLLINGSWORTH DR (CR 101-A)
HERRIDGE RD (CR 827)
MANOR RD (CR 831)
HARKEY RD (CR 103)
GLEN RD (CR 479)
EWING LANE (CR 478)
BERRY RD (CR 879-C)
WELLBORNE DR (CR 829)



COUNTY ROAD EXISTING TYPICAL SECTIONS
QUAILRUN DR
LAVACA DR



COUNTY ROAD EXISTING TYPICAL SECTION
LAWRENCE PLACE

NO.	DATE	REVISION	APPROV.



The seal appearing on this document was authorized by
STEPHEN K. YU
P.E., 67965
in FEBRUARY 4, 2015

Stephen K. Yu

IDC

Planners-Engineers-Program Managers
11111 Wilcrest Green, Suite 250
Houston, Texas 77042
713.541.5591 Fax: 713.541.3501
T.O.P.C. FIRM REGISTRATION NO. F-6825



City of Pearland, Texas

Bailey Road Reconstruction Project

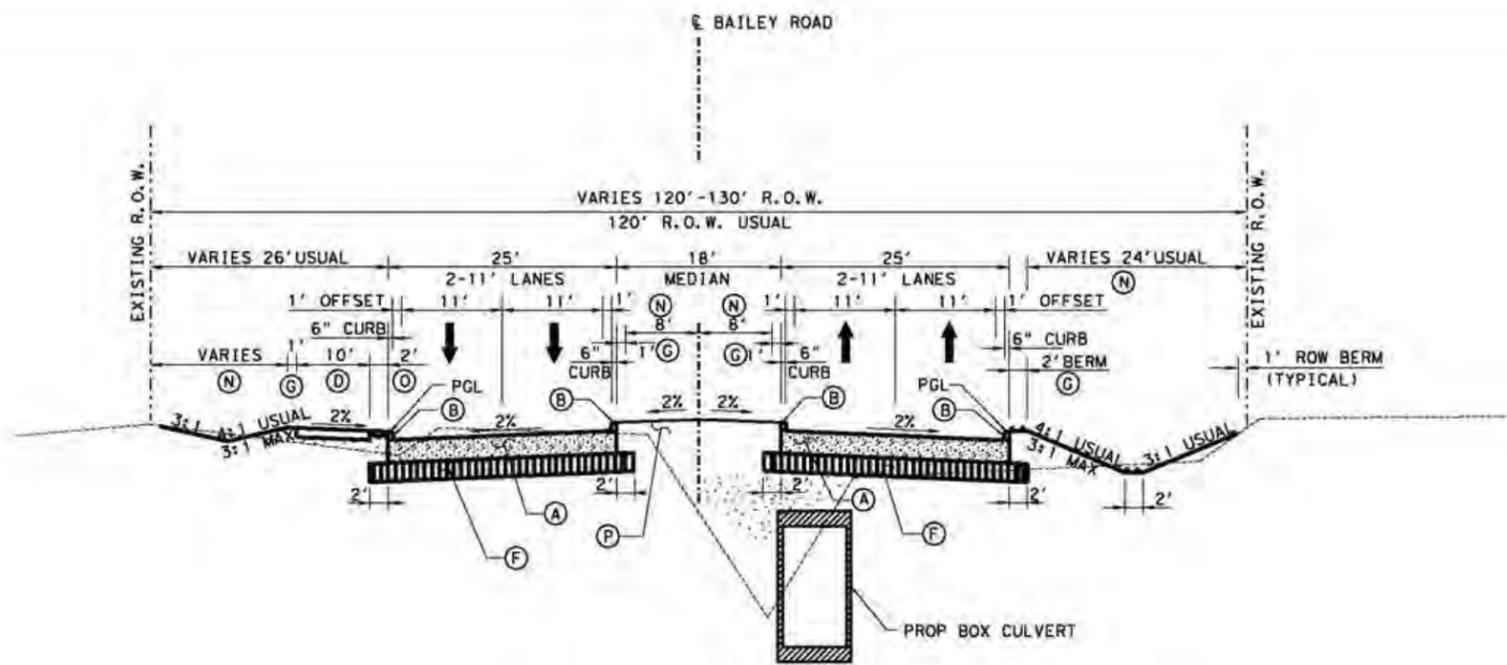
BAILEY RD
EXISTING TYPICAL SECTIONS

SHEET 1 OF 1

Project No. 10274	Scale: Horiz 1" = 20'	SHEET
Date: December 31, 2014	Vert 1" = 6'	5
Drawn By: C.J.		
Check By: S.E.V.		

- LEGEND**
- (A) 10" JOINT REINF CONCRETE PVMT
 - (B) 6" CONC CURB (TYPE 11) (MONO)
 - (C) 4" CONCRETE RIPRAP
 - (D) 5" CONCRETE SHARED-USE PATH
 - (E) 6" CEMENT TREATED BASE
 - (F) 8" LIME TREATED SUBGRADE
 - (G) BLOCK SOD
 - (H) 6" LIME TREATED SUBGRADE
 - (I) 6" ASPH STAB BASE
 - (J) 1 1/2" TY "D" HMAC LEVEL UP
 - (K) 1 1/2" TY "D" HMAC SURFACE
 - (L) PEDESTRIAN RAMP AND LANDING
 - (M) 6" CONCRETE DRIVEWAY
 - (N) HYDRO MULCH SEEDING
 - (O) LANDSCAPE BRICK PAVERS
 - * (P) COMPACTED RDWY SELECT EMBANKMENT
 - (R) PAVEMENT HEADER
 - (S) PROP CURB TRANSITION FROM 6" TO 2" IN 5.0'
 - (T) SOUND WALL (U) PROP SAWCUT LINE
 - (X) TYPICAL SECTION NUMBER
 - (XXX-N) CURVE NUMBER
 - ACP

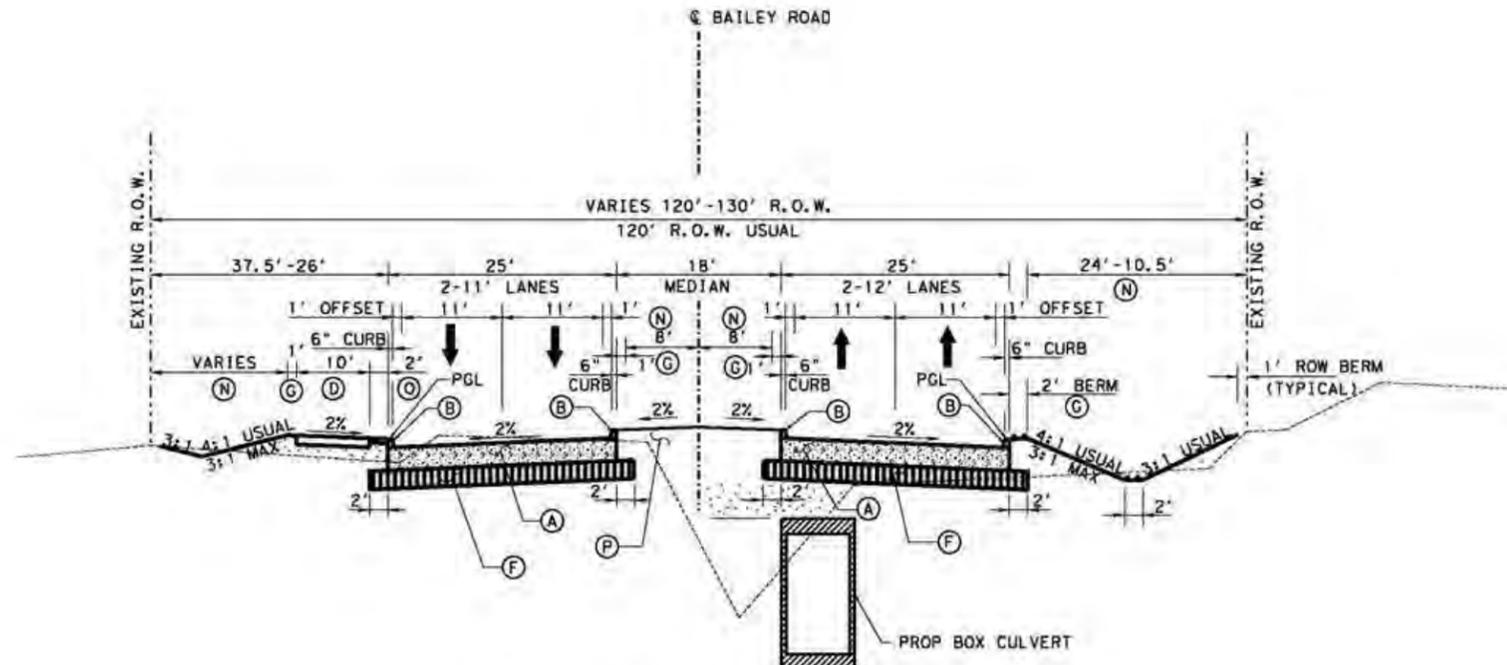
* NOTE: MATERIAL TO CONFORM TO SELECT FILL CLASS III OR CLASS IV PER COP SECTION 0255



**BAILEY ROAD (CR 101)
PROPOSED TYPICAL SECTION
STA 88+13 TO STA 89+01
STA 93+78 TO STA 96+13
STA 101+02 TO STA 119+58
STA 122+39 TO STA 130+66**

MAKE MINOR MEDIAN REVISIONS

MODIFY SOUND WALL TYPICAL SECTION



**BAILEY ROAD (CR 101)
PROPOSED TYPICAL SECTION
STA 206+60 TO STA 212+79
STA 215+69 TO STA 221+07
STA 223+88 TO STA 224+79
STA 227+56 TO STA 234+00**

4	6-3	ADDENDUM NO. 4	
2	5-1	ADDENDUM NO. 2	
NO.	DATE	REVISION	APPROV.

The seal appearing on this document was authorized by
STEPHEN K. YU
 P.E. 67965
 on JUNE 8, 2015

Stephen K. Yu

IDC
 Planners Engineers Program Managers
 IDC, Inc.
 11111 Wilcrest Green, Suite 250
 Houston, Texas 77042
 (713) 541-5591 Fax: (713) 541-3501
 T.S.P.E. FIRM REGISTRATION NO. F-6825

PEARLAND
 City of Pearland, Texas

Bailey Road Reconstruction Project
**BAILEY RD
 PROPOSED TYPICAL SECTIONS**

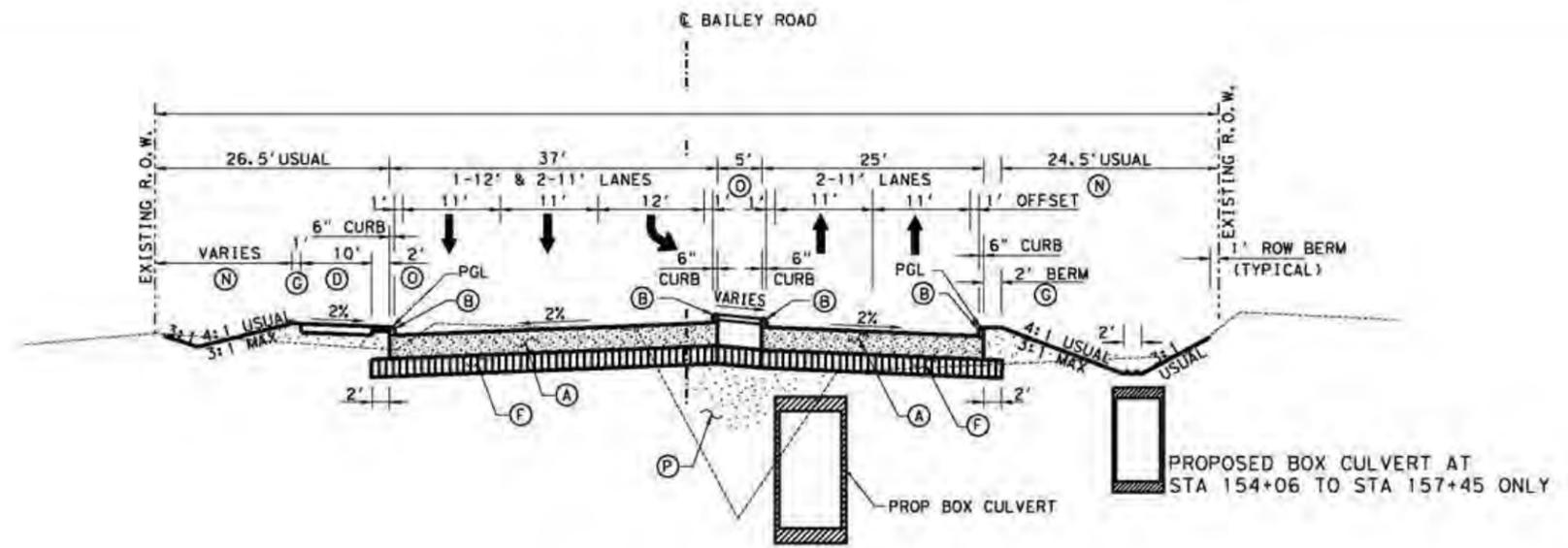
SHEET 1 OF 4

Project No. 102974	Scale: Horiz: 1" = 20'	SHEET 8
Date: June 03, 2015	Vert: 1" = 8'	
Drawn By: C.J.		
Check By: S.K.Y.		

LEGEND

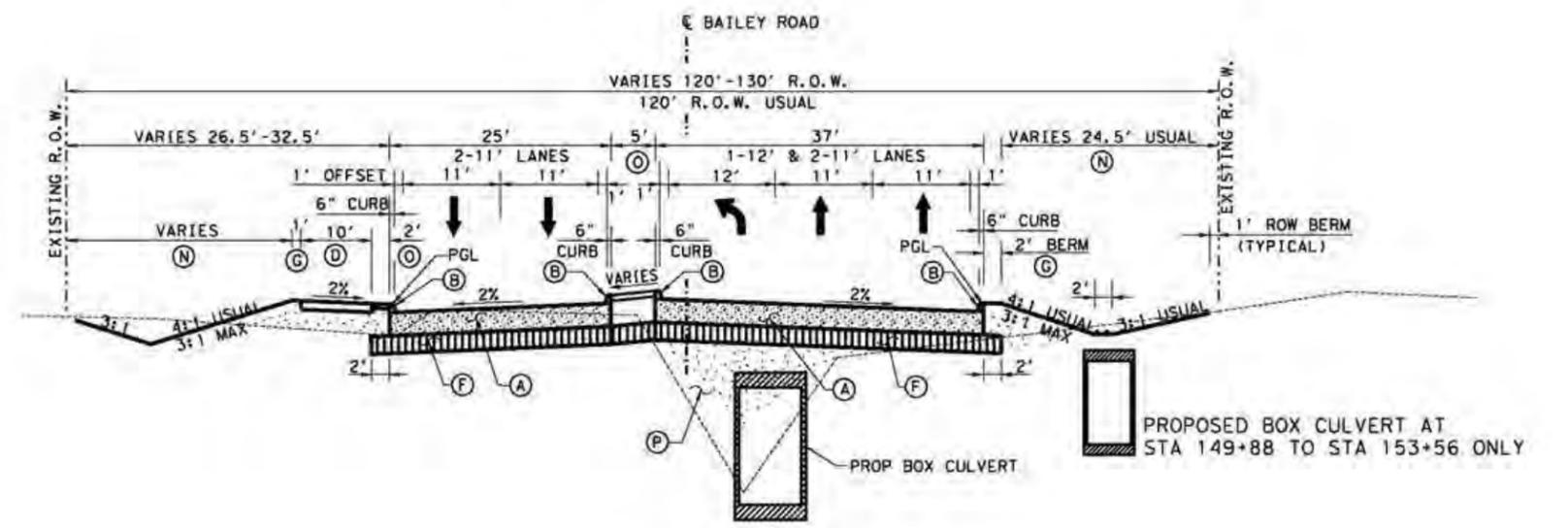
- (A) 10" JOINT REINF CONCRETE PVMT
- (B) 6" CONC CURB (TYPE 11) (MONO)
- (C) 4" CONCRETE RIPRAP
- (D) 5" CONCRETE SHARED-USE PATH
- (E) 6" CEMENT TREATED BASE
- (F) 8" LIME TREATED SUBGRADE
- (G) BLOCK SOD
- (H) 6" LIME TREATED SUBGRADE
- (I) 6" ASPH STAB BASE
- (J) 1 1/2" TY "D" HMA LEVEL UP
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- (P) COMPACTED RDWY SELECT EMBANKMENT
- (R) PAVEMENT HEADER
- (S) PROP CURB TRANSITION FROM 6" TO 2" IN 5.0'
- (T) SOUND WALL (U) PROP SAWCUT LINE
- (X) TYPICAL SECTION NUMBER
- (XXX-N) CURVE NUMBER
- ACP

* NOTE: MATERIAL TO COMFORM TO SELECT FILL CLASS III OR CLASS IV PER COP SECTION 0255



BAILEY ROAD (CR 101)
PROPOSED TYPICAL SECTION
WB LEFT TURN LANE
 STA 102+29 TO STA 106+13
 STA 113+06 TO STA 115+68
 STA 119+58 TO STA 122+39
 STA 137+12 TO STA 139+94
 STA 154+06 TO STA 157+45
 STA 207+64 TO STA 211+86
 STA 224+79 TO STA 227+56

MAKE MINOR MEDIAN REVISIONS
 MODIFY SOUND WALL TYPICAL SECTION



BAILEY ROAD (CR 101)
PROPOSED TYPICAL SECTION
EB LEFT TURN LANE
 STA 89+01 TO STA 93+78
 STA 96+13 TO STA 101+02
~~STA 130+66 TO STA 133+42~~
 STA 149+88 TO STA 153+56
 STA 212+79 TO STA 215+69
 STA 221+07 TO STA 223+88
 STA 221+31 TO STA 232+75

4	6-3	ADDENDUM NO. 4	
2	5-1	ADDENDUM NO. 2	
NO.	DATE	REVISION	APPROV.

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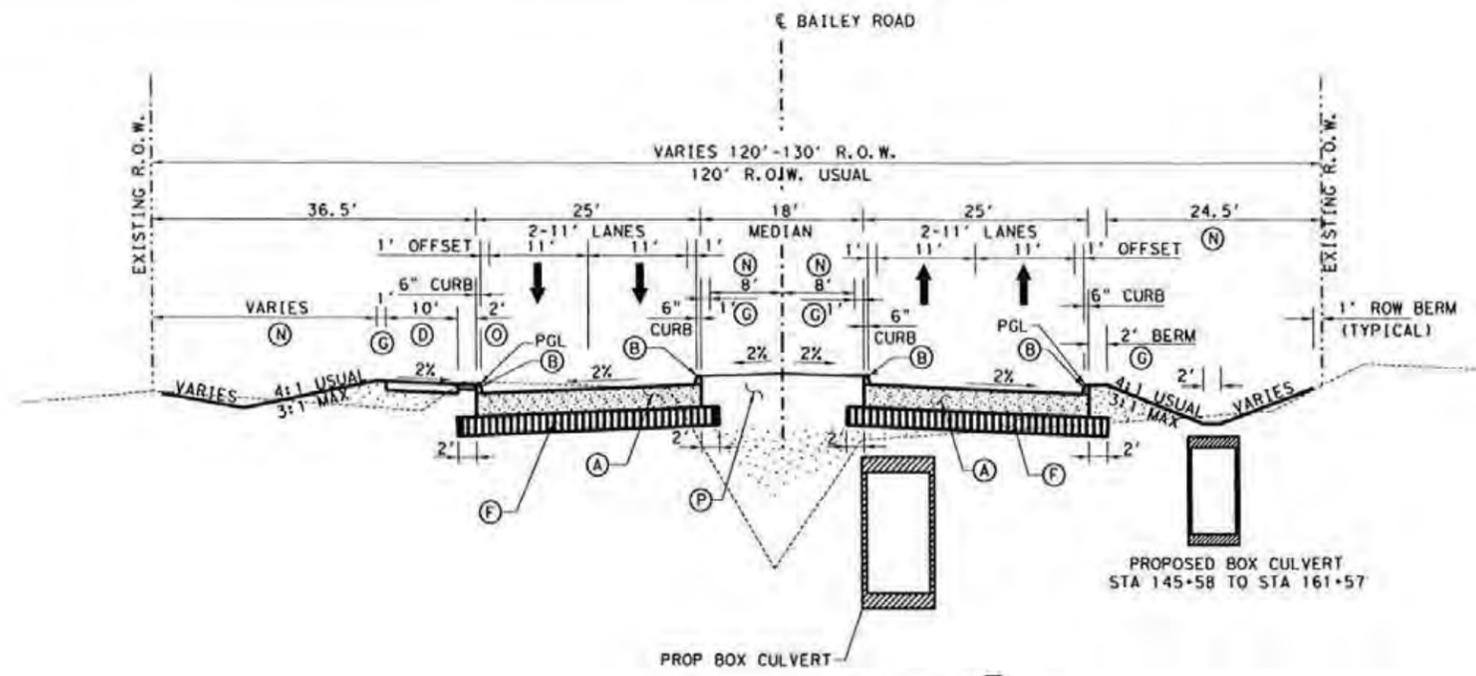
PEARLAND
 City of Pearland, Texas

Bailey Road Reconstruction Project

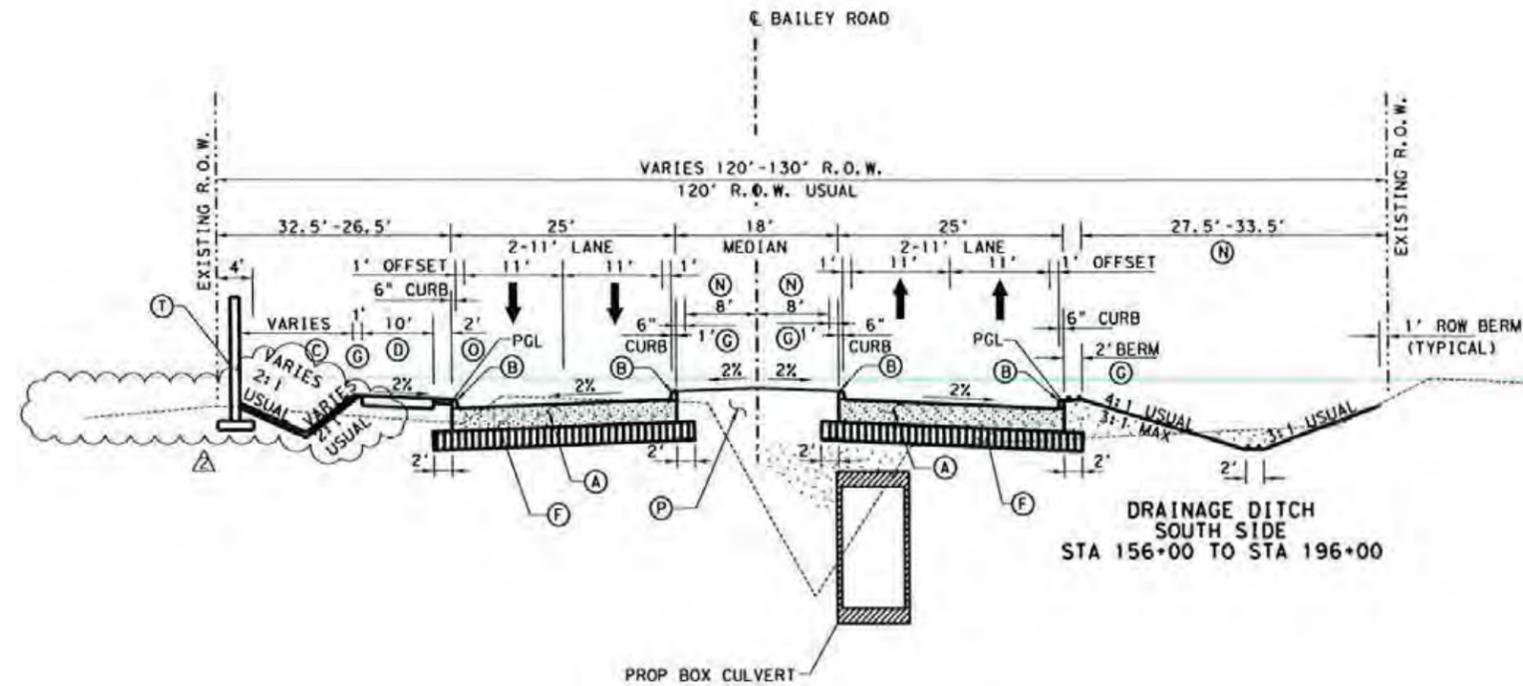
BAILEY RD
PROPOSED TYPICAL SECTIONS

SHEET 2 OF 4

Project No.: 102974	Scale: Horiz: 1" = 20'	SHEET
Date: June 03, 2015	Vert: 1" = 6'	9
Drawn By: C.J.		
Check By: S.K.Y.		



BAILEY ROAD (CR 101)
 PROPOSED TYPICAL SECTION
 STA 127+78 TO STA 130+66
 STA 133+42 TO STA 137+12
 STA 139+94 TO STA 149+88
 STA 153+56 TO STA 154+50
 STA 157+45 TO STA 161+84.11
 STA 164+93.15 TO STA 180+59.83



BAILEY ROAD (CR 101)
 PROPOSED TYPICAL SECTION
 STA 180+59.83 TO STA 206+59.71

- LEGEND**
- (A) 10" JOINT REINF CONCRETE PAVT
 - (B) 6" CONC CURB (TYPE 11) (MONO)
 - (C) 4" CONCRETE RIPRAP
 - (D) 5" CONCRETE SHARED-USE PATH
 - (E) 6" CEMENT TREATED BASE
 - (F) 8" LIME TREATED SUBGRADE
 - (G) BLOCK SOD
 - (H) 6" LIME TREATED SUBGRADE
 - (I) 6" ASPH STAB BASE
 - (J) 1 1/2" TY "D" HMAC LEVEL UP
 - (K) 1 1/2" TY "D" HMAC SURFACE
 - (L) PEDESTRIAN RAMP AND LANDING
 - (M) 6" CONCRETE DRIVEWAY
 - (N) HYDRO MULCH SEEDING
 - (O) LANDSCAPE BRICK PAVERS
 - (P) COMPACTED RDWY SELECT EMBANKMENT
 - (R) PAVEMENT HEADER
 - (S) PROP CURB TRANSITION FROM 6" TO 2" IN 5.0'
 - (T) SOUND WALL (U) PROP SAWCUT LINE
 - (X) TYPICAL SECTION NUMBER
 - (XXX-N) CURVE NUMBER () ACP

* NOTE: MATERIAL TO CONFORM TO SELECT FILL CLASS III OR CLASS IV PER COP SECTION 0255

MAKE MINOR MEDIAN REVISIONS
 MODIFY SOUND WALL TYPICAL SECTION

NO.	DATE	REVISION	APPROV.
4	6-3	ADDENDUM NO. 4	
2	5-1	ADDENDUM NO. 2	

The seal appearing on this document was authorized by
 STEPHEN K. YU
 P.E. 67965
 on JUNE 8, 2015

Stephen K. Yu

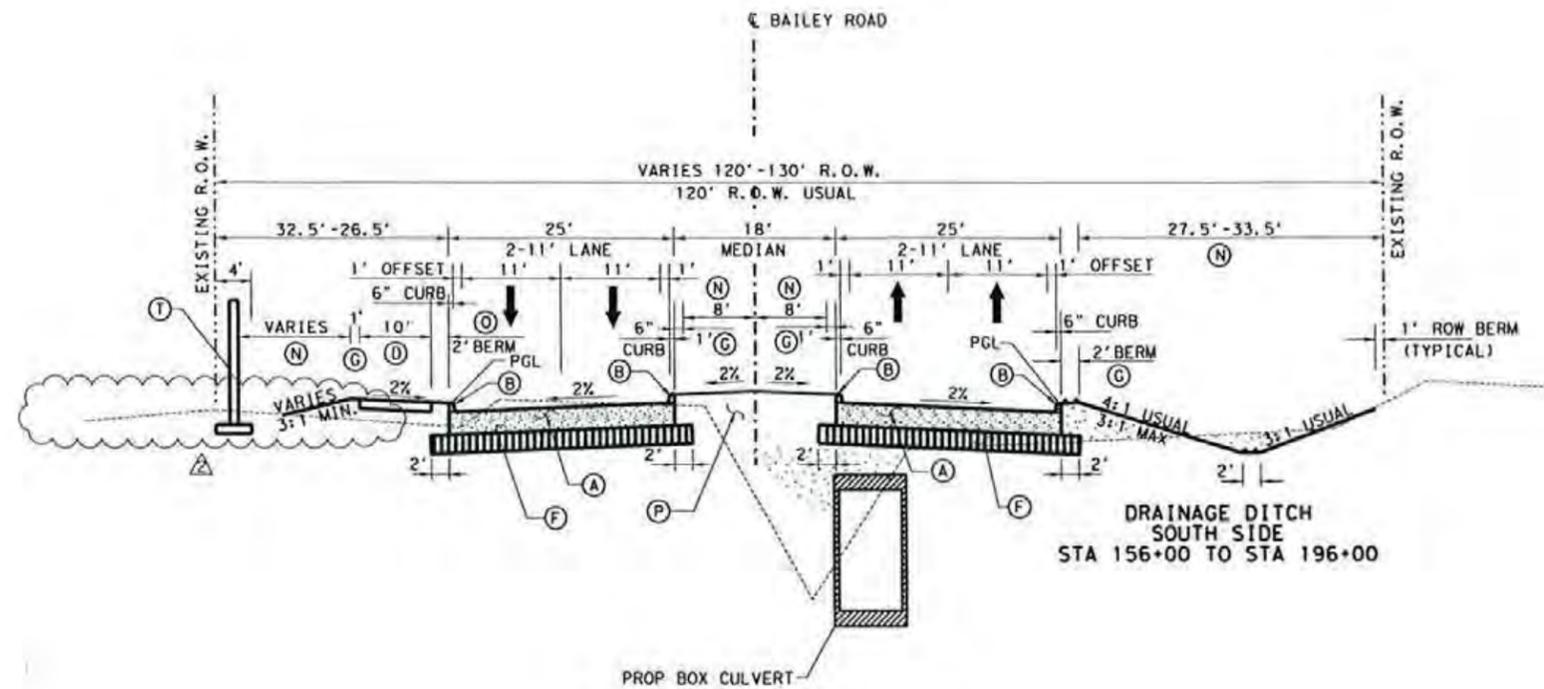
IDC
 Planners Engineers Program Managers
 IDC, Inc.
 11111 Wilcrest Green, Suite 250
 Houston, Texas 77042
 (713) 541-5581 Fax: (713) 541-3501
 T.B.P.E. FIRM REGISTRATION NO. F-6425

PEARLAND
 City of Pearland, Texas

Bailey Road Reconstruction Project
 BAILEY RD
 PROPOSED TYPICAL SECTIONS

SHEET 3 OF 4

Project No: 102974	Scale: Horiz: 1" = 20'	SHEET
Date: June 03, 2015	Vert: 1" = 6'	10
Des By: C.J.		
Chk By: S.K.Y.		



BAILEY ROAD (CR 101)
 PROPOSED TYPICAL SECTION
 STA 161+84.11 TO STA 164+93.15

- LEGEND**
- (A) 10" JOINT REINF CONCRETE PVMT
 - (B) 6" CONC CURB (TYPE II) (MONO)
 - (C) 4" CONCRETE RIPRAP
 - (D) 5" CONCRETE SHARED-USE PATH
 - (E) 6" CEMENT TREATED BASE
 - (F) 8" LIME TREATED SUBGRADE
 - (G) BLOCK SOD
 - (H) 6" LIME TREATED SUBGRADE
 - (I) 6" ASPH STAB BASE
 - (J) 1 1/2" TY "D" HMAC LEVEL UP
 - (K) 1 1/2" TY "D" HMAC SURFACE
 - (L) PEDESTRIAN RAMP AND LANDING
 - (M) 6" CONCRETE DRIVEWAY
 - (N) HYDRO MULCH SEEDING
 - (O) LANDSCAPE BRICK PAVERS
 - (P) COMPACTED ROWY SELECT EMBANKMENT
 - (Q) PAVEMENT HEADER
 - (R) PROP CURB TRANSITION FROM 6" TO 2" IN 5.0'
 - (S) SOUND WALL (U) PROP SAWCUT LINE
 - (X) TYPICAL SECTION NUMBER
 - XXX-N CURVE NUMBER ACP

* NOTE: MATERIAL TO CONFORM TO SELECT FILL CLASS III OR CLASS IV PER COP SECTION 0255

MAKE MINOR MEDIAN REVISIONS
 MODIFY SOUND WALL TYPICAL SECTION

4	6-3	ADDENDUM NO. 4	
2	5-1	ADDENDUM NO. 2	
NO.	DATE	REVISION	APPROV.

The seal appearing on this document was authorized by
 STEPHEN K. YU
 P. E. 67965
 on JUNE 8, 2015
Stephen K. Yu

IDC
 Planners-Engineers-Program Managers
 IDC, Inc.
 11111 Wilcrest Green, Suite 250
 Houston, Texas 77042
 (713) 541-5551 Fax: (713) 541-3501
 T.B.P.L. FIRM REGISTRATION NO. F-6825

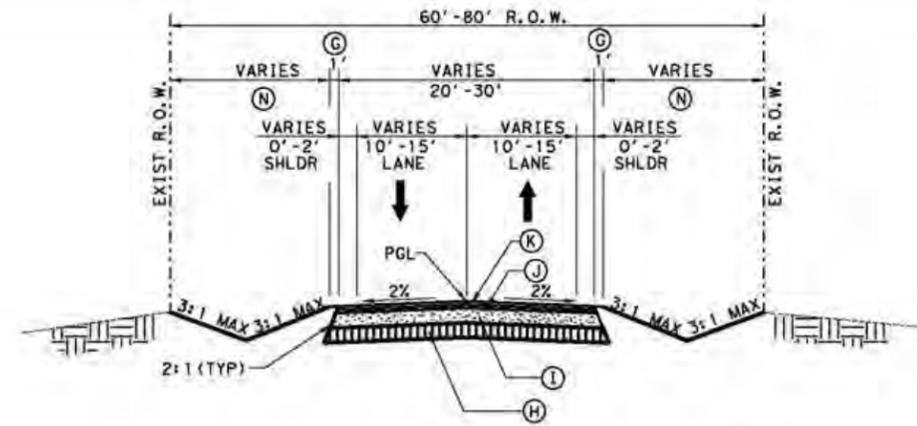
City of Pearland, Texas

Bailey Road Reconstruction Project
**BAILEY RD
 PROPOSED TYPICAL SECTIONS**

SHEET 1 OF 1

Project No. 102374	Scale: Horiz: 1" = 20'	SHEET
Date: June 03, 2015	Vert: 1" = 8'	10A
Drawn By: C.J.		
Check By: S.K.Y.		

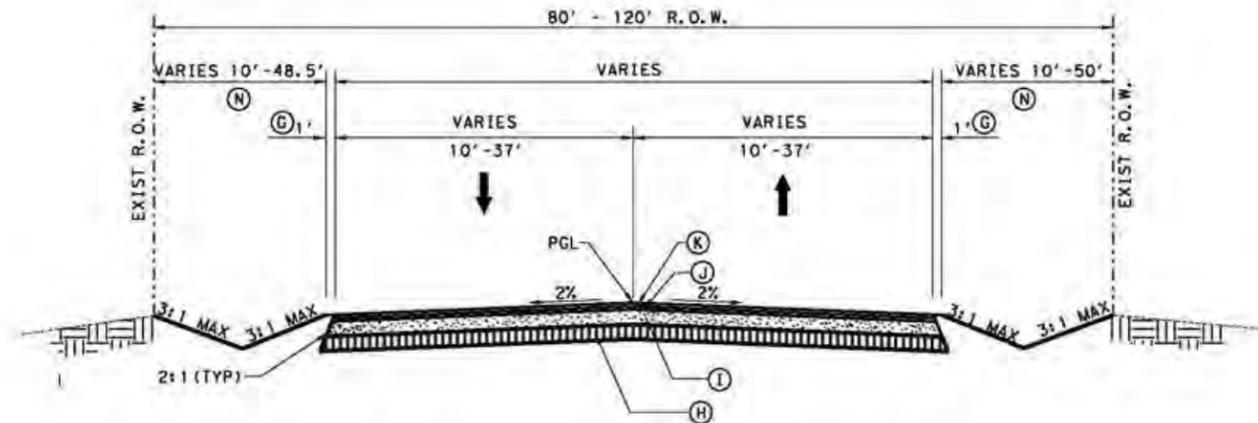
\$50.00 PER SET
 \$1.00 PER COPY
 \$1.00 PER SET



COUNTY ROAD PROPOSED TYPICAL SECTION ⑦
 HOLLINGSWORTH DR (CR 101-A)
 REST HOME ST (CR 101-B)
 HERRIDGE RD (CR 827)
 MANOR RD (CR 831)
 GLEN RD (CR 479)
 EWING LANE (CR 478)
 BERRY RD (CR 879-C)
 WELLBORNE DR (CR 829)

- LEGEND**
- (A) 10" JOINT REINF CONCRETE PVMT
 - (B) 6" CONC CURB (TYPE 11) (MONO)
 - (C) 4" CONCRETE RIPRAP
 - (D) 5" CONCRETE SHARED-USE PATH
 - (E) 6" CEMENT TREATED BASE
 - (F) 8" LIME TREATED SUBGRADE
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 - (X) TYPICAL SECTION NUMBER
 - (XXX-N) CURVE NUMBER [] ACP

* NOTE: MATERIAL TO CONFORM TO SELECT FILL CLASS III OR CLASS IV PER COP SECTION 0255.



MAJOR ROADS TRANSITION PAVEMENT TYPICAL SECTIONS

BAILEY RD
 STA 85+13.10 TO STA 88+13.43

HARKEY RD
 STA 17+31.88 TO STA 19+90.75
 STA 25+27.74 TO STA 27+28.66

McLEAN RD
 STA 14+47.30 TO STA 16+71.31
 STA 20+50.33 TO STA 21+99.44

VETERANS RD
 STA 22+14.51 TO STA 23+87.47
 STA 28+27.00 TO STA 34+54.77

MAKE MINOR MEDIAN REVISIONS (A)
 MODIFY SOUND WALL TYPICAL SECTION (Z)

NO.	DATE	REVISION	APPROV.
4	6-3	ADDENDUM NO. 4	
2	5-1	ADDENDUM NO. 2	

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 STEPHEN K. YU
 P.E. 67965
 on JUNE 8, 2015
Stephen K. Yu

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 Planners Engineers Program Managers
 IDC, Inc.
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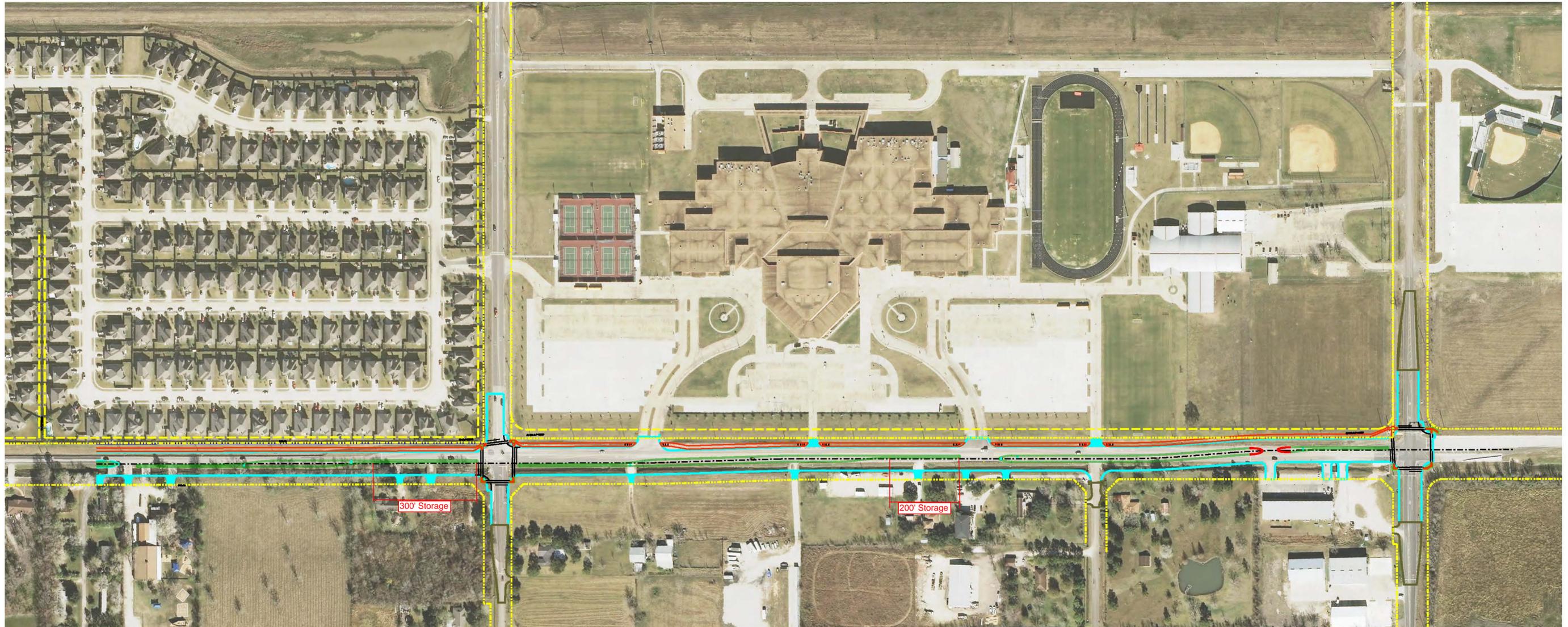
PEARLAND
 City of Pearland, Texas

Bailey Road Reconstruction Project

BAILEY RD
 PROPOSED TYPICAL SECTION

SHEET 4 OF 4

Project No.: 102074	Scale: Horiz: 1" = 20'	SHEET 11
Date: June 03, 2015	Vert: 1" = 8'	
Drawn By: C.J.		
Check By: S.K.Y.		



Note: Storage lengths called out on display do not include transition areas. This exhibit is displaying "full" lane width storage area.



Memo

To: Clay Pearson, City Manager
 From: Trent Epperson, Director of Engineering & Capital Projects
 CC: Mike Hodge, Assistant City Manager
 Jon Branson, Assistant City Manager
 Date: May 27, 2014
 Re: Bailey Road Public Meeting, May 22, 2014

To MACE
Attached are
exhibits from the
public meeting.
Staff is working
to confirm
coordination of
access - Please
recall that once
the public
meeting is
for the
environmental
process is
complete,
city will
start annex
ation process
next
5/29/14

The City and TxDOT hosted an open house public meeting for the Bailey Road project on May 22, 2014 at Pearland Junior High South. A total of fifty-eight (58) people attended. The meeting is part of the environmental approval process when utilizing state or federal funds.

The main areas of interest for the attendees were drainage, sound walls, and access. No significant issues were brought to our attention at the meeting. TxDOT will be accepting comments on the project until June 6, 2014. The comments will be compiled and any issues that need to be addressed will be included in the project.

Councilmember Ordeneaux subsequently received a question about the entrances to Pearland Junior High South and Tuner High School. The current layout (attached) was coordinated with the school district several years ago. At the public meeting, one of the principals indicated they were looking at reconfiguring the circulation at the schools and that the proposed configuration will work with their plan. We are working to schedule a meeting with additional district personnel to confirm the configuration.

Attached are the exhibits from the meeting.

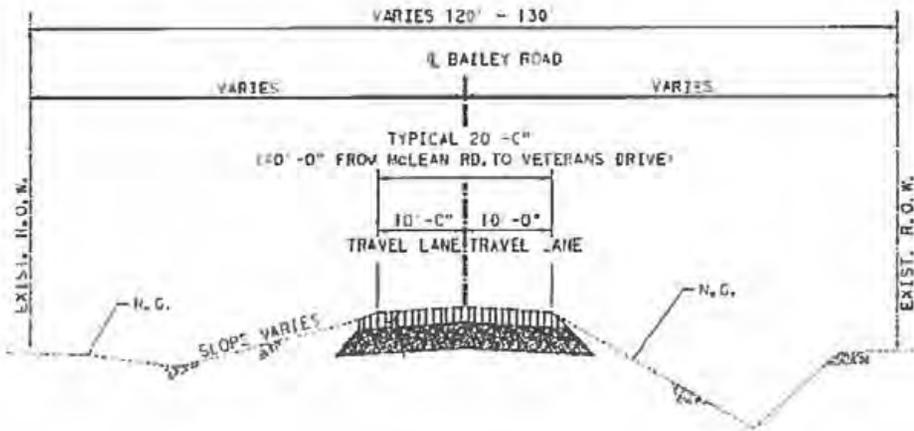


LEGEND
 LIGHT BROWN
 ASPHALT PAVEMENT
 MEDIAN
 SIDE AND EDGE PAVEMENT
 OTHER

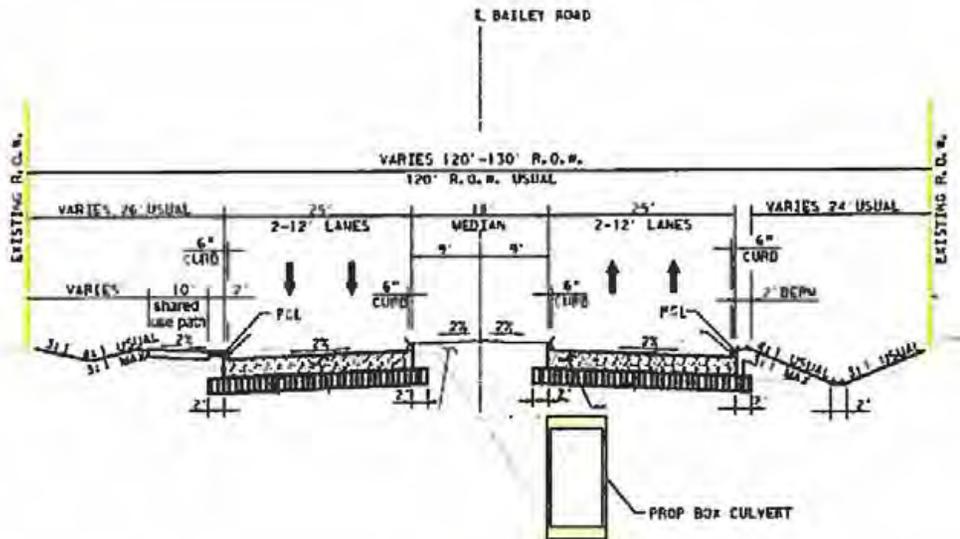




Existing Typical Section



Proposed Typical Section



PUBLIC MEETING

for

**Bailey Road
From FM 1128 to Veterans Drive
Brazoria County, Texas**

May 22, 2014

5:30 p.m. – 7:30 p.m.

Open House

**Pearland Junior High South
4719 Bailey Road
Pearland, Texas**

**BAILEY ROAD
PUBLIC MEETING
5:30 p.m. to 7:30 p.m.**

MEETING NOTES

This meeting will be in an *Open House* format beginning at 5:30 p.m. and ending at 7:30 p.m. All attendees are asked to sign-in at the Sign-In table located at the entrance to the meeting.

Project Description

The City of Pearland, in conjunction with the Texas Department of Transportation (TxDOT) Houston District, proposes to improve Bailey Road from FM 1128 to Veterans Drive, Brazoria County, Texas. The proposed roadway improvement project would include widening Bailey Road from a 2-lane undivided open ditch roadway with no shoulders to a 4-lane divided curb and gutter roadway with open ditches, left turn lanes at selected intersections, a shared-use hike and bike trail, and new and modified traffic signals. The proposed project would be constructed within the existing right-of-way and no additional right-of-way would be required. The proposed project length is approximately 2.8 miles and construction is anticipated to begin in Spring 2015.

Purpose of Proposed Project

The purpose of the proposed project is to reduce congestion, enhance connectivity and mobility, increase safety by bringing Bailey Road up to current design standards, and improve operational efficiency along Bailey Road.

The public is invited to ask questions and submit comments regarding the proposed project. Comment forms are available at the Sign-In table. Written comments may be submitted this evening, electronically to HOU-PIOWebMail@txdot.gov, or mailed to the address below. All comments must be received or postmarked by **FRIDAY, JUNE 6, 2014**.

Texas Department of Transportation - Houston District
Attn: Director of Project Development
P.O. Box 1386
Houston, Texas 77251-1386



Welcome

BAILEY ROAD

FM 1128 to Veterans Drive



Open House
Thursday, May 22, 2014
5:30pm to 7:30pm
Pearland Junior High South





Project Location





Need & Purpose

NEED

INCREASE SAFETY



**HIGH LEVEL OF
CONGESTION**



PURPOSE

INCREASE SAFETY

- ❖ SEPARATE OPPOSING TRAFFIC
- ❖ INCREASE SAFETY BY MEETING CURRENT DESIGN STANDARDS
- ❖ SPACE FOR TURNING VEHICLES
- ❖ REDUCE CONGESTION

REDUCE CONGESTION

IMPROVE MOBILITY

- ❖ ADDITIONAL CAPACITY
- ❖ ENHANCE CONNECTIVITY
- ❖ IMPROVE OPERATIONAL EFFICIENCY



Project Description

WIDEN BAILEY ROAD

**TWO-LANE
UNDIVIDED
ROADWAY WITH
OPEN DITCHES**

EXISTING



**FOUR-LANE DIVIDED
FACILITY WITH
CURB AND GUTTER**

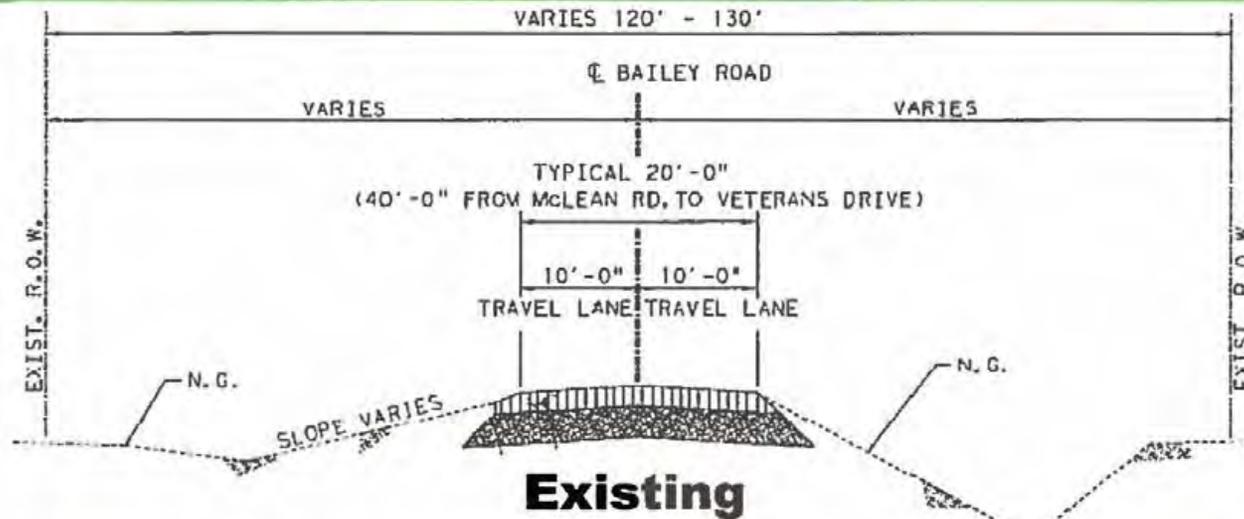
- ❖ HIKE & BIKE PATH
- ❖ LEFT TURN LANES
- ❖ TRAFFIC SIGNALS

PROPOSED

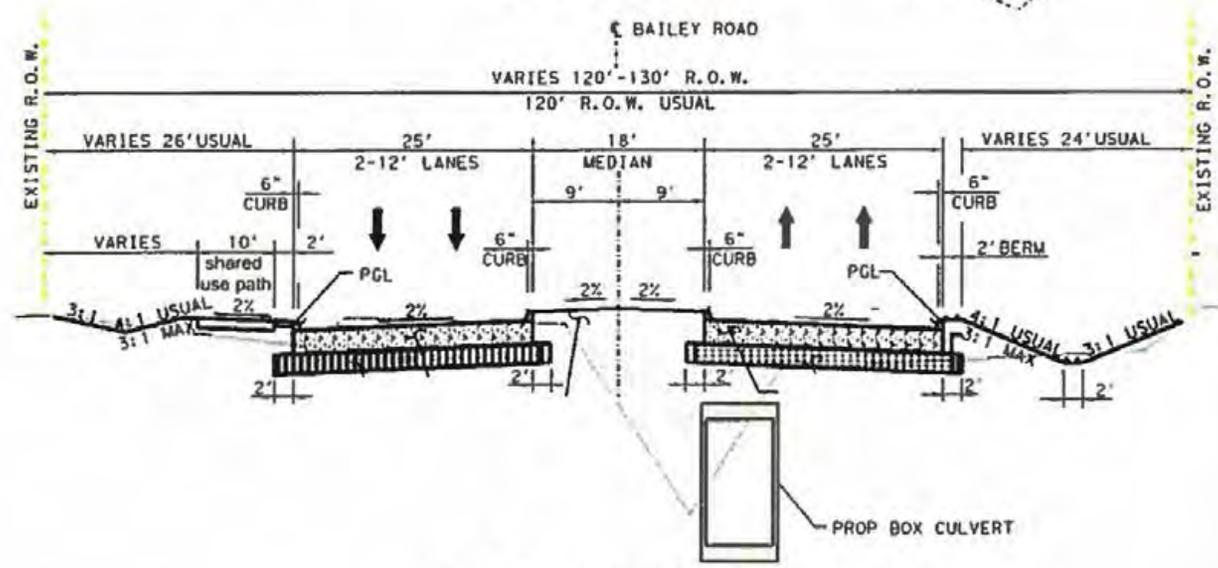




Roadway Typical Sections



Existing



Proposed





Project Timeline and Cost

MILESTONE	DATE
Anticipated Construction Start	Spring 2015
Anticipated Duration of Construction	2 Years

Project Cost Estimate = \$27,244,344





Comments

How to comment:

Electronic Comments can be submitted at
Website (HOU-PIOWebMail@txdot.gov)

Send Written Comments to:

Texas Department of Transportation

Houston District

Director of Project Development

P.O. Box 1386

Houston, TX 77251-1386

**Comments must be submitted via email
or postmarked by June 6, 2014**





PUBLIC MEETING COMMENT FORM
BAILEY ROAD
 From FM 1128 to Veterans Drive
 Brazoria County, Texas
 MAY 22, 2014



NAME (NOMBRE), MAILING ADDRESS (DIRECCION) & E-MAIL (DIRECCION ELECTRONICO):

PLEASE CHECK THE APPROPRIATE ITEMS BELOW:
(POR FAVOR MARCA LOS ARTICULOS QUE SIGUE:)

I am primarily interested in the project from the standpoint of a:
 (Mi interés principal en este proyecto es:)

- Residential Property Owner or Renter (Dueño o Inquilino de Propiedad)
- Business Property Owner or Renter (Dueño o Inquilino de Negocio)
- Highway User (Usuario de Carretera)
- Other (Otro modo) Please explain (Por favor explique:)

How did you learn about this meeting? (¿Cómo se informó de esta reunión?)

- Newspaper (Periódico) Letter (Aviso por Correo) TxDOT Website (Internet)
- Other (Otro modo) Please explain (Por favor explique:)

COMMENTS (COMENTARIOS):

Please make additional comments on the back. (Por favor siga comentarios adicionales al dorso de esta forma.)

Are you in support of this project? (Please circle one) Yes No Undecided
 (¿Estas en favor del proyecto propuesto? (Por favor marca uno)) Si No Indeciso

Please explain (Por favor explique):

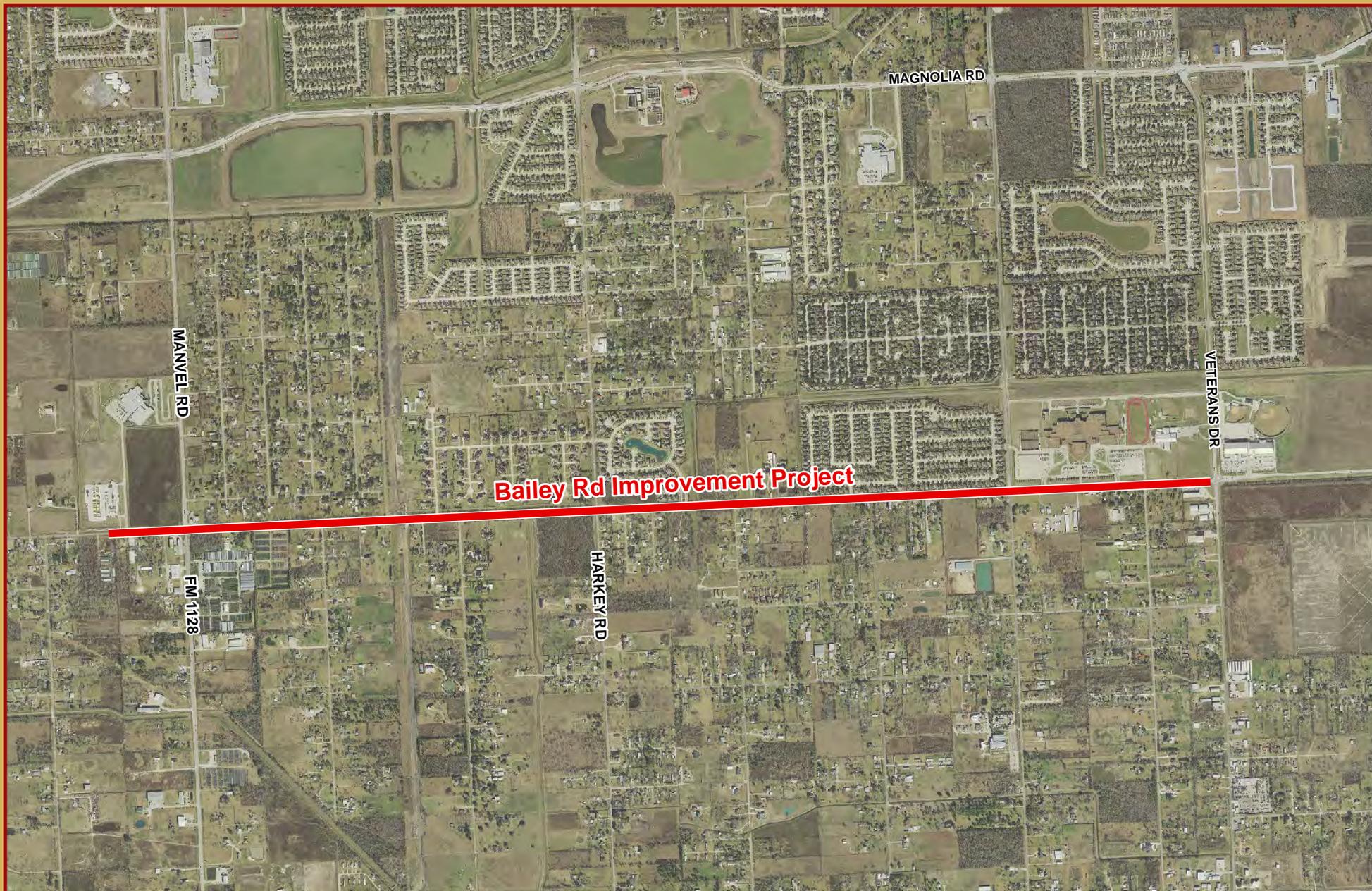
- Per Texas Transportation Code, §201.881(a)(5): Check each of the following boxes that apply to you:
 (Per Transporte de Texas, §201.881(a)(5): Hora de cada una de las casillas siguientes que se aplican a usted:)
- I am employed by TxDOT (Soy empleado de TxDOT)
 - I do business with TxDOT (Hago negocios con TxDOT)
 - I could benefit monetarily from the project or other item about which I'm commenting (Podría beneficiarse monetariamente con el proyecto u otro elemento sobre el que estoy comentando)

Written comments may be submitted this evening or mailed/e-mailed to the address below.
 All comments must be received by **June 6, 2014**.

Usted puede someterse esta forma esta noche, o enviar lo por correo/por correo electrónico al dirección siguiente. Comentarios enviados y escritos deben ser recibidos por el **06 de julio de 2014**.

TxDOT Houston District
 Attn: Director of Project Development
 Post Office Box 1386
 Houston, Texas 77251-1386
 or
 HOU-PIOWebMail@txdot.gov

EXHIBIT “D”



CITY OF PEARLAND

Bailey Road Improvement Project



1 inch = 1,700 feet

MAP PREPARED: AUG 2015
CITY OF PEARLAND GIS DEPARTMENT

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.

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

AGENDA OF:	08/24/2015	ITEM NO.:	Resolution No. R2015-140
DATE SUBMITTED:	08/14/2015	DEPT. OF ORIGIN:	Finance
PREPARED BY:	Claire Bogard	PRESENTOR:	Chief Doyle
REVIEWED BY:	Jon R. Branson	REVIEW DATE:	August 14, 2015
SUBJECT: Resolution 2015-140 – A Resolution of the City Council of the City of Pearland, Texas authorizing the City Manager of his designee to enter into an Inter-Local Agreement with Pearland Independent School District for School Resource Officer Program			
EXHIBITS: Resolution 2015-140 Exhibit A - Inter-Local Agreement Thursday Packet Memo – Chief Doyle			
FUNDING:			
<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	
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 City of Pearland, since 1994, has provided police officers to Pearland Independent School District (PISD), via an Inter-Local agreement, to be utilized by the District as School Resource Officers (SRO). The SRO's assist school administration in maintaining a safe and secure environment as officers provide for a highly visible presence to deter thefts, weapons, drug violations, trespassers as well as serving as a positive role model for the students.

The current agreement expires August 2015, as such, Council is being requested to approve an agreement for the upcoming school year. PISD approved the agreement at its August 11 school board meeting.

SCOPE OF CONTRACT

The agreement with the District provides for ten officers and one supervisor to the junior high, ninth grade and high schools for a nine-month period that corresponds with the District's school calendar plus 10 additional billing days. The inter-local agreement increases the number of officers from nine last year to ten this year, at the request of Pearland ISD to cover Turner High School. The 10 additional billing days is an effort to recoup some of the City cost to cover the compensation of the officers during the summer months, with little benefit of these officers to the City. The summer months are when these officers take their vacation and compensatory time so as to not interfere with the school year as well as take their service training which includes a one week SRO conference.

The officers will be allocated as follows: one per junior high (4); one officer PACE (1); two officers at Pearland High School (2), and two officers at Dawson High School (2); and one officer at Turner High School (1).

FINANCIAL INFORMATION

PISD is billed monthly for 100% of the personnel costs (including benefits and overtime) related to school activities associated with the officers. In October, the District is billed for the annual operating cost of the officer including uniforms, training, fuel, and annual depreciation on the vehicle, computer, mobile radios, etc. Total estimated cost and revenue to the City to provide these services is \$924,269. There is no financial impact to the City; the City is fully reimbursed.

RECOMMENDED ACTION

Consideration and approval of Resolution 2015-140 authorizing the City Manager or his designee to enter into an Inter-local Agreement with the Pearland Independent School District for School Resource Officer Program.

RESOLUTION NO. R2015-140

A Resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into an Interlocal Agreement with the Pearland Independent School District for School Resource Officer Program.

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

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

Section 2. That the City Manager or his designee is hereby authorized to execute and the City Secretary to attest an Interlocal Agreement with Pearland Independent School District.

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

INTERLOCAL AGREEMENT

BETWEEN

PEARLAND INDEPENDENT SCHOOL DISTRICT AND THE CITY OF PEARLAND

This Agreement is made this 11th day of August, 2015, between the Pearland Independent School District ("District") and the City of Pearland ("City").

Pursuant to the authority granted by the "Texas Interlocal Cooperation Act", Chapter 791 Texas Government Code providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

WHEREAS, the contract is made under the authority of Section 791 of the Texas Government Code; and,

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental function hereunder shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this contract is in the common interest of both parties; and that the division of cost fairly compensates the performing.

W I T N E S S E T H :

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. City will provide police officers from its police department for District to utilize as School Resource Officers ("SROs") during the nine (9) month period that corresponds with District's annually adopted school calendar, plus an additional ten (10) days (the "Term"), excluding any summer sessions. All SROs will be equipped with police vehicles unless District requests otherwise in writing.
2. District will reimburse to City the full wages, including related overtime, and benefits ("Compensation") that City pays to or provides for the SROs during the Term. The Compensation reimbursement will be invoiced monthly by City and shall be paid by District within thirty (30) days of receipt of each invoice.

3. District will also reimburse City for operational expenses attributable to each SRO, including without limitation the costs of training and equipping each SRO with a fully equipped police vehicle, a handheld radio, and uniforms. The reimbursement rate for Expenses for the Term spanning 2015-2016 will be \$9,175.00 per officer if the officer is equipped with a police vehicle, and \$1,500.00 per officer if the officer is not equipped with a police vehicle. Expenses reimbursement will be invoiced by City in October of each year and shall be paid by District within thirty (30) days of receipt of said invoice.
4. City will provide eleven (11) SROs to District, comprised of ten (10) Police Officers and one Supervisor. District may unilaterally adjust the number of SROs provided by City by notifying City of such change in writing no later than April 1 prior to the start of the Term. If either party wishes to change the number of SROs after April 1, such change shall only be effective if mutually agreed upon in writing by both parties. If the number of SROs is changed, District's billing will be adjusted on a pro rata basis. Absences by officers assigned to District as SROs shall be covered by City's temporarily assigning other police officers for the duration of said absence.
5. The term of this Agreement shall be for one (1) year, commencing on the effective date reflected herein, terminating on the same day of the year 2016. District will reimburse City for Compensation and Expenses incurred for SROs up to the effective date of termination of this Agreement.
6. City and District agree that City in performing this Agreement shall act as an independent contractor and shall have control of its own work and the manner in which it is performed. District will have the right to allocate the SRO positions amongst District's various facilities as it sees fit, but City will control assignment of specific officers to those positions and will maintain supervisory control over all SROs in the performance of their duties as peace officers.
7. Nothing herein shall be deemed in any manner to constitute a waiver of sovereign, governmental, or any other immunity or affirmative defense that may be asserted by District or City. Nor shall this agreement be in any manner construed to create a cause of action for the benefit of any person not a party to this Agreement, or to create any rights for the benefit of any person not a party to this Agreement no otherwise existing at law.
8. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

9. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is prohibitive or invalid under applicable law, such provision shall be ineffective to the extent of such provision or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
10. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas.
11. This Agreement and all obligations created hereunder shall be performable in Brazoria, Fort Bend and Harris Counties, Texas.

In witness whereof, the parties have hereunto set their hands and signatures on the date first above mentioned.

Pearland Independent School District.
By: John P. Kelly, Ph.D.
Superintendent of PISD Schools



CITY OF PEARLAND,
a Texas municipal corporation

By: _____
Clay Pearson, City Manager

STATE OF TEXAS :
 :
BRAZORIA COUNTY :
 :

This instrument was acknowledged before me on this 11th day of August, 2015, by John P. Kelly, on behalf of Pearland Independent School District.

Bobbie Rae Dawson

Notary Public, State of Texas

My Commission Expires: 05/07/2018



STATE OF TEXAS :
 :
BRAZORIA COUNTY :
 :

This instrument was acknowledged before me on this _____ day of _____, 2015, by Clay Pearson, City Manager of the City of Pearland, a Texas home rule municipality, on behalf of said municipality.

Notary Public, State of Texas

My Commission Expires:



Pearland Police Department

MEMORANDUM

2555 Cullen Parkway • Pearland, Texas • 77581 • 281.997.4100



J. C. Doyle – Chief of Police

TO: CLAY PEARSON, CITY MANAGER

FROM: J.L. SPIRES, ASSISTANT CHIEF OF POLICE

CC: J.C. DOYLE, CHIEF OF POLICE

DATE: August 11, 2015

SUBJECT: SCHOOL RESOURCE OFFICERS

8/13/2015
 To: Mayor and City Council members
 For upcoming consideration.
 Clay

The City of Pearland has provided police officers to the Pearland Independent School District to be utilized by the district as a School Resource Officer since 1994. Over the years we have developed a strong working relationship with the school district and have become a model for other districts and departments to follow.

The School Resource Officer assists the school administration in maintaining a safe and secure environment. The District benefits from the SROs training, knowledge and experience in handling situations involving, but not limited to, a breach of the peace, thefts, weapons and drug violations. The SRO provides a highly visible presence to deter or identify trespassers on campus. The SROs sworn duty to enforce the law does not contradict the need for the SRO to be a positive role model, it in fact supports it. It is essential for a SRO to endorse high moral standards and use good judgment and discretion. Through this, students learn and understand what a professional police officer does. The relationship between the SROs and students has netted lifelong friendships. The officers take ownership of their school and protect it like it was their home. The SRO assignment is like no other in law enforcement. These officers are carefully selected and are chosen and agreed upon by our department and members of the school administration.

As PISD has grown in population so has the need for more SROs. Concerns regarding budgeting and manpower within the department have, in the past, caused us to be hesitant to add SROs. There have been some staffing adjustments over the past few years to help curb the workload and coverage, however, the time has come to expand the program.

First, PISD has requested we add an SRO to cover Turner High School. We had one officer covering Jr. High South and Turner the past couple of years. Second, Chief Doyle and I had a meeting with Dr. Kelly earlier in the year requesting another month's compensation for all SROs. Traditionally PISD gets billed for 9 months of the police officer's salary. We requested an additional month reimbursement to help offset some of the time we lose these officers during the summer months. For instance, the SROs are encouraged to take all their vacation during the summer months as to not leave the school uncovered. The



Pearland Police Department



summer is when they do most of their in service training which includes a one week SRO conference. Any compensatory time built up during the school year gets used during the summer. We were not getting much, if any, benefit or work for 3 months although the City was paying their salary. Through meetings and emails we came to an agreement and Dr. Kelly agreed to pay an additional 10 days salary for 11 SROs.

The total estimated cost for salary reimbursement for the SROs for FY 2015/2016 is \$866,937. In addition to the salaries, PISD also budgets for O&M. This helps us offset some expenses for training, uniforms, and the patrol vehicle. This comes to approximately \$57,132 for a total reimbursement of \$924,069. A spreadsheet is attached for a more in depth look at the totals before and after the additional ten days.

The current assignments are as follows:

Officer	School
Sgt. Beavers	Supervisor
Officer Castillo	Dawson High School
Officer Perez	Military leave until Dec.
Officer Dotson	Turner High School
Officer Hernandez	Jr High East
Officer Jones	Pearland High School
Officer Landis	Pearland High School
Officer Neal	PACE
Officer Paul	Dawson High School
Officer Simons	Miller Jr. High
Officer Tenorio	Jr. High West

For the past year Officer Perez has been deployed with the U.S. Army. Upon his return of he will be assigned to Dawson High School and Officer Paul will be assigned to Jr. High South.

The contract prepared by Mr. Darrin Coker has been sent to Dr. Kelly and is expected to be presented to the School Board on August 11, 2015.

J.L. SPIRES

ASSISTANT CHIEF OF POLICE

Salaries include the 2% salary schedule shift + 2% increase for those not at the top step.

Dept Name	Fund#	Dept	Last Name	First Name	Title	Pos	Hourly Rate	# hrs	Annual Salary	Salary	Benefits	Grand Total	
Police School Resource Officer	010	2218	Beavers	Andrew	Police Sergeant	02	43.3156	1,416	61,335	62,255	15,041	77,296	
Police School Resource Officer	010	2218	Castillo	Oscar	Police Officer	03	35.6889	1,416	50,536	51,232	28,992	80,224	
Police School Resource Officer	010	2218	Crabb	Jerry	Police Officer	03	35.3989	1,416	50,125	50,761	19,480	70,241	
Police School Resource Officer	010	2218	Dotson	Edwin	Police Officer	03	36.5589	1,416	51,767	52,575	24,068	76,643	
Police School Resource Officer	010	2218	Hernandez	Fidencio	Police Officer	03	35.0608	1,416	49,646	50,134	19,366	69,500	
Police School Resource Officer	010	2218	Jones	Don	Police Officer	03	35.6889	1,416	50,536	51,412	23,836	75,248	
Police School Resource Officer	010	2218	Landis	Thomas	Police Officer	03	35.6889	1,416	50,536	51,368	29,081	80,449	
Police School Resource Officer	010	2218	Neal	Summer	Police Officer	03	34.6365	1,416	49,045	49,541	23,447	72,988	
Police School Resource Officer	010	2218	Paul	Mike	Police Officer	03	35.0608	1,416	49,646	50,138	19,415	69,553	
Police School Resource Officer	010	2218	Simons	Christopher	Police Officer	03	35.3989	1,416	50,125	50,817	28,987	79,814	
Police School Resource Officer	010	2218	Tenorio	Roberto	Police Officer	03	35.3989	1,416	50,125	50,797	25,344	76,141	
											828,095		
											177 days	O&M	57,132
											8 hours	TOTAL	885,227
											1416		

Dept Name	Fund#	Dept	Last Name	First Name	Title	Pos	Hourly Rate	# hrs	Annual Salary	Salary	Benefits	Grand Total	
Police School Resource Officer	010	2218	Beavers	Andrew	Police Sergeant	02	43.3156	1,496	64,800	65,720	15,803	81,523	
Police School Resource Officer	010	2218	Castillo	Oscar	Police Officer	03	35.6889	1,496	53,391	54,087	29,620	83,707	
Police School Resource Officer	010	2218	Crabb	Jerry	Police Officer	03	35.3989	1,496	52,957	53,593	20,104	73,697	
Police School Resource Officer	010	2218	Dotson	Edwin	Police Officer	03	36.5589	1,496	54,692	55,500	24,711	80,211	
Police School Resource Officer	010	2218	Hernandez	Fidencio	Police Officer	03	35.0608	1,496	52,451	52,939	19,983	72,922	
Police School Resource Officer	010	2218	Jones	Don	Police Officer	03	35.6889	1,496	53,391	54,267	24,464	78,731	
Police School Resource Officer	010	2218	Landis	Thomas	Police Officer	03	35.6889	1,496	53,391	54,223	29,711	83,934	
Police School Resource Officer	010	2218	Neal	Summer	Police Officer	03	34.6365	1,496	51,816	52,312	24,058	76,370	
Police School Resource Officer	010	2218	Paul	Mike	Police Officer	03	35.0608	1,496	52,451	52,943	20,033	72,976	
Police School Resource Officer	010	2218	Simons	Christopher	Police Officer	03	35.3989	1,496	52,957	53,649	29,620	83,269	
Police School Resource Officer	010	2218	Tenorio	Roberto	Police Officer	03	35.3989	1,496	52,957	53,629	25,968	79,597	
											866,937		
											187 days	O&M	57,132
											8 hours	TOTAL	924,069
											1496		

177 Day Totals

10 Officers	\$	758,543
11 Officers	\$	828,095
Additional Costs	\$	69,553

Cost of Additional Days

10 Officers	\$	35,418
11 Officers	\$	38,842

187 Day Totals

10 Officers	\$	793,961
11 Officers	\$	866,937
Additional Costs	\$	72,976

Operations Costs (FY2016) \$ 57,132

Total Additional Salary Costs

177 Day 10 Officers	\$	758,543
187 Day 11 Officers	\$	866,937
Additional Costs	\$	108,394

182 Day 11 Officers	\$	866,937
Operations Costs (FY2016)	\$	57,132
TOTAL	\$	924,069

INTERLOCAL AGREEMENT

BETWEEN

PEARLAND INDEPENDENT SCHOOL DISTRICT AND THE CITY OF PEARLAND

This Agreement is made this _____ day of _____ 20154, between the Pearland Independent School District ("District") and the City of Pearland("City").

Pursuant to the authority granted by the "Texas Interlocal Cooperation Act", Chapter 791 Texas Government Code providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

WHEREAS, the contract is made under the authority of Section 791 of the Texas Government Code; and,

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental function hereunder shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this contract is in the common interest of both parties; and that the division of cost fairly compensates the performing.

WITNESSETH:

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. City will provide police officers from its police department for District to utilize as School Resource Officers ("SROs") during the nine (9) month period (the "Term") that corresponds with District's annually adopted school calendar, plus an additional ten (10) days (the "Term"), excluding any summer sessions. All SROs will be equipped with police vehicles unless District requests otherwise in writing.
2. District will reimburse to City the full wages, including related overtime, and benefits ("Compensation") that City pays to or provides for the SROs during the Term. The Compensation reimbursement will be invoiced monthly by City and shall be paid by District within thirty (30) days of receipt of each invoice.

3. District will also reimburse City for operational expenses attributable to each SRO, including without limitation the costs of training and equipping each SRO with a fully equipped police vehicle, a handheld radio, and uniforms for an total estimated cost of \$800,714.00 ("Expenses"). The reimbursement rate for Expenses for the Term spanning 20154-20165 will be \$8,876,009,175.00 per officer if the officer is equipped with a police vehicle, and \$1,785.00-1,500.00 per officer if the officer is not equipped with a police vehicle. Expenses reimbursement will be invoiced by City in October of each year and shall be paid by District within thirty (30) days of receipt of said invoice.
4. City will provide eleven (11)~~ten~~ SROs to District, comprised of ten (10)~~nine~~ Police Officers and one Supervisor. District may unilaterally adjust the number of SROs provided by City by notifying City of such change in writing no later than April 1 prior to the start of the Term. If either party wishes to change the number of SROs after April 1, such change shall only be effective if mutually agreed upon in writing by both parties. If the number of SROs is changed, District's billing will be adjusted on a pro rata basis. Absences by officers assigned to District as SROs shall be covered by City's temporarily assigning other police officers for the duration of said absence.
5. The term of this Agreement shall be for one (1) year, commencing on the effective date reflected herein, terminating on the same day of the year 20165. District will reimburse City for Compensation and Expenses incurred for SROs up to the effective date of termination of this Agreement.
6. City and District agree that City in performing this Agreement shall act as an independent contractor and shall have control of its own work and the manner in which it is performed. District will have the right to allocate the SRO positions amongst District's various facilities as it sees fit, but City will control assignment of specific officers to those positions and will maintain supervisory control over all SROs in the performance of their duties as peace officers.
7. Nothing herein shall be deemed in any manner to constitute a waiver of sovereign, governmental, or any other immunity or affirmative defense that may be asserted by District or City. Nor shall this agreement be in any manner construed to create a cause of action for the benefit of any person not a party to this Agreement, or to create any rights for the benefit of any person not a party to this Agreement no otherwise existing at law.
8. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

9. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is prohibitive or invalid under applicable law, such provision shall be ineffective to the extent of such provision or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
10. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas.
11. This Agreement and all obligations created hereunder shall be performable in Brazoria, Fort Bend and Harris Counties, Texas.

In witness whereof, the parties have hereunto set their hands and signatures on the date first above mentioned.

Pearland Independent School District.
By:

CITY OF PEARLAND,
a Texas municipal corporation

By: _____
Clay Pearson, City Manager

STATE OF TEXAS '

 '

BRAZORIA COUNTY '

This instrument was acknowledged before me on this _____ day of _____, 2015⁴, by _____, on behalf of _____.

Notary Public, State of Texas
My Commission Expires:

STATE OF TEXAS '

 '

BRAZORIA COUNTY '

This instrument was acknowledged before me on this _____ day of _____, 2015⁴, by Clay Pearson, City Manager of the City of Pearland, a Texas home rule municipality, on behalf of said municipality.

Notary Public, State of Texas
My Commission Expires:

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

AGENDA OF:	24 August 2015	ITEM NO.:	Resolution No. R2015-149
DATE SUBMITTED:	13 August 2015	DEPT. OF ORIGIN:	Fire
PREPARED BY:	Vance Riley	PRESENTOR:	Vance Riley
REVIEWED BY:	Clay Pearson	REVIEW DATE:	19 August 2015
SUBJECT: A Resolution of the City Council of the City of Pearland, Texas, adopting modifications to the City’s Volunteer Fire Fighter Program (“Program”) and authorizing the termination of the City’s current contract with the Pearland Volunteer Fire Department to allow for the transition of the volunteer fire fighters into the City’s Program			
EXHIBITS: 1- Exhibit A			
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:			
AMOUNT BUDGETED:			
AMOUNT AVAILABLE:		PROJECT NO.:	
ACCOUNT NO.:			
ADDITIONAL APPROPRIATION REQUIRED:			
ACCOUNT NO.:			
PROJECT NO.:			

EXECUTIVE SUMMARY

BACKGROUND

There have been considerable changes in the structure and staffing of the Pearland Fire Department (PFD) in recent years. PFD has moved from an all-volunteer non-profit corporate entity with a contract with the City of Pearland in 2007 to a City Department with a vast majority of Department members being full-time employees in 2015. To

allow for better accounting, scheduling, tracking, evaluating, recruiting, and retaining of volunteer fire fighters we need to make changes in our volunteer fire fighter program. These changes will also ensure that we stay in compliance with Department of Labor rules, FLSA rules, the Texas Emergency Services Retirement System (TESRS), and the Texas Municipal Retirement System (TMRS). These changes are as follows:

With Council approval, PVFD, Inc. will be notified that the city is ending the current agreement between PVFD, Inc. and the City of Pearland (Resolution No. R2012-40) effective 30 September 2015.

Before 1 October 2015, volunteer members will select 1 of 2 employment status options as listed in Exhibit A of the Resolution.

Mandatory attendance at training on Monday night will no longer be required for volunteer firefighters, regardless of the employment status option they select. Training opportunities both on and off shift will be provided to PVFFs to continue their professional development. This provides greater flexibility and options for training volunteers who may not always be available on Monday nights, for example.

PVFFs in initial training are doing so voluntarily and will not receive any compensation or be enrolled in the TESRS until being certified by the Texas Commission on Fire Protection (TCFP) as a Basic Structural Fire Fighter and by DSHS as an EMT-Basic.

PVFD, Inc. will be provided office space, as available, in the David L. Smith Fire Administration Building at 2703 Veterans Drive and may also use that address as their corporate business address.

The annuities purchased by the City and authorized by City Council Resolution No. R2007-99 shall remain in effect and the City shall continue maintaining such annuities until such time as these annuities have been completely funded and are paid in full.

It is the intent of the City of Pearland to recruit and train PVFFs to create flexible emergency apparatus staffing options.

The current goal of PFD staffing is to provide 4 fulltime equivalents FTEs around the clock on 5 fire engines and 2 FTEs around the clock on 5 ambulances in FY 2016. This staffing model calls for fulltime personnel providing 75% of staffing needs working 48 hours on and 96 hours off. Part-time personnel provide about 12.5% of staffing needs and paid volunteers provide another 12.5%. The percentage of staffing provided by volunteers over the past few years has varied in relation to the number volunteers available to serve. Appendix B provides additional details on expectations of personnel in the part-time program and expectations of personnel in the paid volunteer program.

SCOPE OF CONTRACT

N/A

BID AND AWARD

N/A

SCHEDULE

N/A

POLICY/GOAL CONSIDERATION

Safe Community

CURRENT AND FUTURE FUNDING /FINANCIAL IMPACTS

O&M IMPACT INFORMATION

Fiscal Year	2014	2015	2016
			\$168,522

RECOMMENDED ACTION

Approval of resolution.

RESOLUTION NO. R2015-149

A Resolution of the City Council of the City of Pearland, Texas, adopting modifications to the City's Volunteer Fire Fighter Program ("Program") and authorizing the termination of the City's current contract with the Pearland Volunteer Fire Department, Inc. to allow for the transition of the volunteer fire fighters into the City's Program.

Whereas, due to Pearland's rapid growth, the Pearland Fire Department has transitioned from an all-volunteer non-profit entity to a City Department with the majority of its members being full-time employees; and

Whereas, the City acknowledges the important role and contributions of volunteer fire fighters to the community, and therefore seeks to clarify the role of volunteers within the Fire Department; and

Whereas, to allow for proper accounting, scheduling, tracking, evaluating, recruiting and retention of volunteer fire fighters, the City seeks to make modifications to the City's Program.

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

Section 1. That certain Volunteer Fire Fighter Program Change, 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 Council hereby authorizes the termination of the City's current contract with the Pearland Volunteer Fire Department in order to allow for the transition of the volunteer fire fighters into the City's Program.

PASSED, APPROVED and ADOPTED this the _____ day of _____,
A.D., 2015.

TOM REID
MAYOR

Resolution No. R2015-149

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

**Memo**

To: Clay Pearson, City Manager

Cc: Jon Branson, Deputy City Manager; Katie Leininger, Assistant City Attorney; Michelle Graham, Interim Human Resources Director

From: Vance Riley, Fire Chief *VR*

Date: 10 August 2015

Re: Volunteer Fire Fighter Program Changes

As you know, there have been considerable changes in the structure and staffing of the Pearland Fire Department (PFD) in recent years. PFD has moved from an all-volunteer non-profit corporate entity with a contract with the City of Pearland in 2007 to a City Department with a vast majority of Department members being full-time employees in 2015. To allow for better accounting, scheduling, tracking, evaluating, recruiting, and retaining of volunteer fire fighters we need to make changes in our volunteer fire fighter program. These changes will also ensure that we stay in compliance with Department of Labor rules, FLSA rules, the Texas Emergency Services Retirement System (TESRS), and the Texas Municipal Retirement System (TMRS). These changes are as follows:

With Council approval, PVFD, Inc. will be notified that the city is ending the current agreement between PVFD, Inc. and the City of Pearland (Resolution No. R2012-40) effective 30 September 2015.

On 1 October 2015, volunteer members will have these employment status options:

1. Part-Time Fire Fighter.

- a. Certified by the Texas Commission on Fire Protection (TCFP) as a Basic Structure Fire Fighter or higher and must be certified by the Texas Department of State Health Services as an Emergency Medical Technician-Basic (EMT-B) or higher.
- b. Paid the same starting wage as current Part-Time Fire Fighters. This is currently \$16.3280/ hour.
- c. Subject to the same minimum shift requirements as current Part-Time Fire Fighters. This is currently five (5) twelve-hour shifts per calendar month.
- d. The city will no longer contribute to the TESRS on behalf of the volunteer as part-time employees would exceed the maximum wages earned per year of \$9,250 set by TESRS.
- e. Become part-time fire fighters in the same part-time fire fighter program that has existed since 2011.

2. Paid Volunteer Fire Fighter (PVFF).

- a. Certified, at the minimum, by the State Firemen's and Fire Marshal's Association as Fire Fighter I, or by the Texas Commission on Fire Protection as a Basic Structural Firefighter, and must be certified by the Texas Department of State Health Services and an Emergency Care Attendant or higher.
 - b. PVFFs will be paid minimum wage (currently \$7.25 per hour) for each hour worked. Minimum pay for an unscheduled emergency incident response shall be two hours, however all responses within a two-hour period shall be aggregated into a single period of time worked. For example, if a PVFF responds to three unscheduled emergency calls within a one hour period, pay will be for two hours worked, not two hours for each response. Incident response is indicated by arrival at a fire station and staffing a unit.
 - c. PVFFs who meet the minimum training and qualifications for a position higher than fire fighter and are actually working in that position will be paid according to the City of Pearland Fire Pay Plan Salary Range (VF-1 to VF-5).
 - d. PVFFs will be assigned to a regular specific station and shift and required to work, on average, at least three (3) twelve-hour shifts per month.
 - e. Remain enrolled in the Texas Emergency Services Retirement System then the city will continue to contribute to that system on their behalf (\$90 per month per fire fighter) if given service credits by the local TESRS board. However, shifts shall be restricted such that earnings do not exceed \$9,250 per calendar year or work hours do not exceed 999 hours per calendar year, whichever comes first. Future PVFFs will also be enrolled in the TESRS.
 - f. PVFFs will have until 1 October 2017 to achieve their TCFP Basic Structure Fire Fighter Certification and their DSHS EMT-Basic or employment will be terminated. Training will be provided through the Pearland Fire Department.
 - g. PVFFs may promote to higher rank. The Fire Chief determines the number of positions for PVFFs in each rank on an annual basis.
3. **Support Services Volunteer.** These are current members who do not perform fire fighting or emergency medical duties but may perform other functions such as clerical, administrative support, and incident scene personnel rehabilitation. These persons will be paid minimum wage for each hour worked. They are limited to 999 hours per calendar year. No future or additional Support Services Volunteers will be compensated.

Mandatory attendance at training on Monday night will no longer be required for volunteer firefighters, to include part-time and PVFF. Training opportunities both on and off shift will be proved to PVFFs to continue their professional development.

PVFFs in initial training are doing so voluntarily and will not receive any compensation or be enrolled in the TESRS until being certified by TCFP as a Basic Structural Fire Fighter and by DSHS as an EMT-Basic.

PVFD, Inc. will be provided office space, as available, in the David L. Smith Fire Administration Building at 2703 Veterans Drive and may also use that address as their corporate business address.

The annuities purchase by the City and authorized by City Council Resolution No. R2007-99 shall remain in effect and the City shall continue maintaining such annuities until such time as these annuities have been completely funded and are paid in full.

It is the intent of the City of Pearland to recruit and train PVFFs to create flexible emergency apparatus staffing options.

If you have any questions, please do not hesitate to contact us. Thank you for your time and consideration.



PEARLAND VOLUNTEER FIRE DEPARTMENT, INC.
2703 VETERANS DRIVE • PEARLAND, TEXAS • 77584-1410 • 281-997-5851

VOLUNTEERS SERVING YOU

August 20, 2015

Fire Chief Vance Riley
City of Pearland
2703 Veterans Drive
Pearland, TX 77584-1410

Dear Chief Riley,

I have reviewed PFC Memorandum 15-14, Volunteer Fire Fighter Program Changes.

On behalf of the Pearland Volunteer Fire Department, I would like to inform you that we concur with the concepts in this memorandum. We are proud of the support that we give to the City of Pearland and look forward to many good years ahead.

Sincerely yours,

Richard N. Bradley, FF, LP
President

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

AGENDA OF: August 24, 2015

ITEM NO.: Ordinance No. 943-22

DATE SUBMITTED: July 27, 2015

DEPT. OF ORIGIN: Planning

PREPARED BY: Ian Clowes

PRESENTOR: Lata Krishnarao

REVIEWED BY: Lata Krishnarao

REVIEW DATE: July 31, 2015

SUBJECT: Ordinance No. 943-22-2015-08-24 - An ordinance of the City Council of the City of Pearland, Texas, amending portions of the Thoroughfare Plan of the City in the following locations: realignment of the future Westminster Drive connection from Barry Rose Parkway to a connection with Pearland Parkway; elimination of an extension of West Lea Lane, a Minor Collector between Manvel Road and CR 107; and removal of the collectors located at the northwest corner of Main Street and Bailey Road; having a savings clause, a severability clause, and a repealer clause; providing for codification, publication and an effective date.

Attachments: Ordinance No. 943-22-2015-08-24 and Exhibits (A. Proposed Thoroughfare Plan; B. Planning and Zoning Commission Recommendation Letter; and C. Legal Ad)
7.20.15 Joint Public Hearing Packet

EXPENDITURE REQUIRED: N/A

AMOUNT BUDGETED: N/A

AMOUNT AVAILABLE: N/A

PROJECT NO.: N/A

ACCOUNT NO.: N/A

ADDITIONAL APPROPRIATION REQUIRED: N/A

ACCOUNT NO.: N/A

PROJECT NO.: N/A

To be completed by Department:

Finance

Legal

Ordinance

Resolution

SUMMARY: Staff has identified a few areas of the current Thoroughfare Plan that due to upcoming development in the area, need to be amended to reflect current conditions. The attached memo dated July 8, 2015 explains the amendments in detail.

The proposed change connecting Westminister to Pearland Parkway instead of Barry Rose is consistent with the Pearland Market Place Planned Development that was approved in December 2014. Attached is a layout that shows the connection of Westminister to Pearland Parkway as approved in the Planned Development.

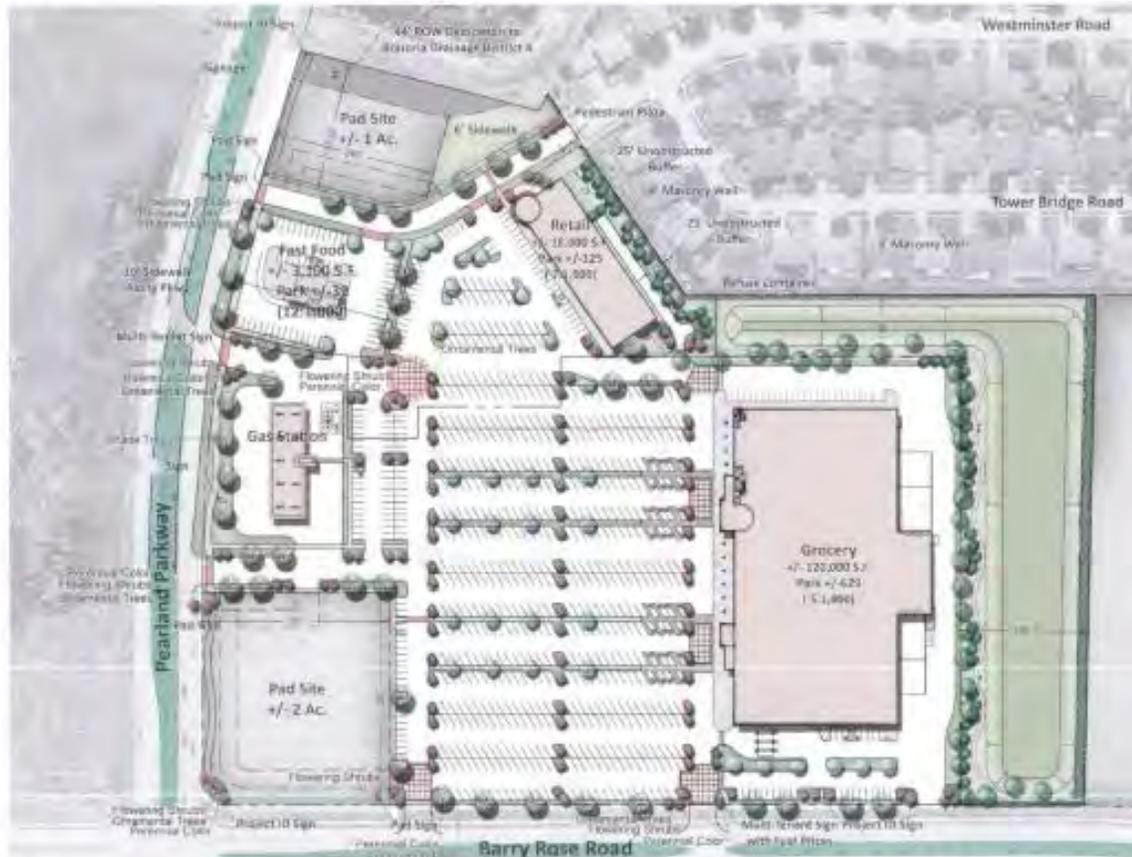


Exhibit D-2
Design Plan

Proposed Barry Rose
Pearland Parkway Development
City of Pearland, Texas

STAFF RECOMMENDATION: Staff recommends approval of the amendments to the Thoroughfare Plan, as proposed.

PLANNING AND ZONING COMMISSION DISCUSSION: At the regular meeting of the Planning and Zoning Commission on July 20, 2015, P&Z Commissioner Daniel Tunstall made a motion to recommend approval of the proposed amendments to the Thoroughfare plan. The motion was seconded by P&Z Commissioner Mary Starr. The vote was 5-0 and the motion was approved. Commissioners, Starr, Tunstall, McFadden, Fuertes, and Duncan voted in favor of the proposed changes.

STAFF RECOMMENDATION TO COUNCIL: Consider the proposed Thoroughfare Plan amendments.

ATTACHMENT 1
ORDINANCE NO. 943-22-2015-08-24

An ordinance of the City Council of the City of Pearland, Texas, amending portions of the Thoroughfare Plan of the City in the following locations: realignment of the future Westminster Drive connection from Barry Rose Parkway to a connection with Pearland Parkway; elimination of an extension of West Lea Lane, a Minor Collector between Manvel Road and CR 107; and removal of the collectors located at the northwest corner of Main Street and Bailey Road; having a savings clause, a severability clause, and a repealer clause; providing for codification, publication and an effective date.

WHEREAS, Texas Local Government Code Section 211.004 requires a municipality desiring to regulate the use of land within its corporate limits to adopt a comprehensive plan for future development; and

WHEREAS, on December 13, 1999, the City Council adopted a comprehensive plan setting goals, objectives, policies and criteria for Pearland's physical growth; and

WHEREAS, accommodating anticipated growth while preserving a sense of community is critical to the City's proper development; and

WHEREAS, on July 20, 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"; and

WHEREAS, on July 20, 2015, the Planning and Zoning Commission of the City submitted its report and recommendation to the City Council regarding the proposed amendment to the Thoroughfare Plan, whereby the Commission recommended

ORDINANCE NO. 943-22-2015-08-24

approval of the amendment to the Thoroughfare Plan, said recommendation attached hereto and made a part hereof for all purposes as Exhibit “B” 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 August 24, 2015 and September 14, 2015; and

WHEREAS, the City Council having fully heard the testimony and argument of all interested parties, and having been fully advised on the premises, finds that in the case of the application of the City of Pearland to amend the Thoroughfare Plan, attached as Exhibit “A,” 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 1. That City Council hereby amends Figure 7.2, *Thoroughfare Plan*, of the City’s Comprehensive Plan, attached hereto as Exhibit “A,” as a guide for accommodating anticipated growth while preserving a sense of community in Pearland.

Section 2. 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 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid, unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such portion shall be deemed a

ORDINANCE NO. 943-22-2015-08-24

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

Section 4. Repealer. All ordinances and parts of ordinances in conflict herewith are hereby repealed but only to the extent of such conflict.

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. Effective Date. The Ordinance shall become effective immediately upon its passage and approval on second and final reading.

PASSED and APPROVED ON FIRST READING this the 24th day of August, 2015.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

ORDINANCE NO. 943-22-2015-08-24

PASSED and APPROVED ON SECOND AND FINAL READING this the 14th day
of September, 2015.

TOM REID
MAYOR

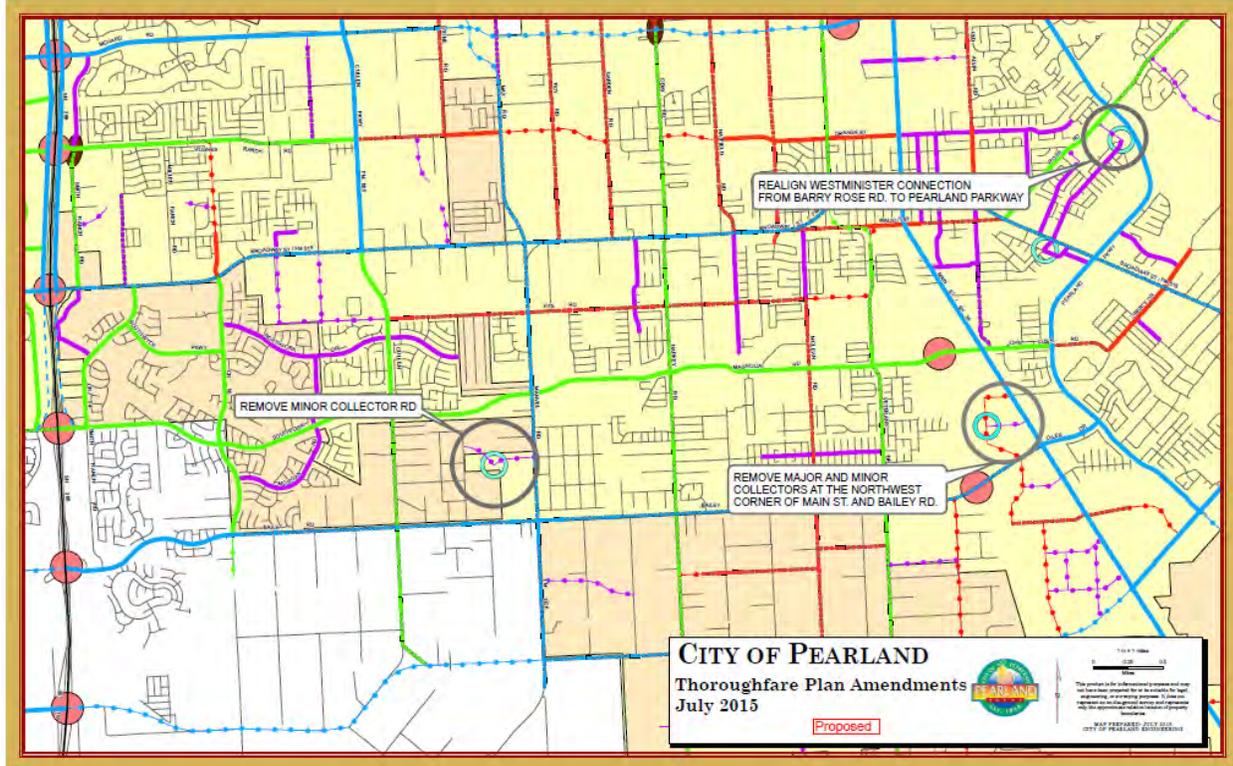
ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

EXHIBIT A THROUGHFARE PLAN



ORDINANCE NO. 943-22-2015-08-24

Exhibit B
Planning and Zoning Commission Recommendation Letter



Planning & Zoning Commission

Recommendation Letter

July 21, 2015

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

Re: Recommendation on Thoroughfare Plan Amendment

Honorable Mayor and City Council Members:

At their meeting on July 20, 2015, the Planning and Zoning Commission considered the following:

A request of the City of Pearland to amend the Thoroughfare Plan.

P&Z Commissioner Daniel Tunstall made a motion to recommend approval of the proposed amendments to the Thoroughfare plan. The motion was seconded by P&Z Commissioner Mary Starr. The vote was 5-0 and the motion was approved. Commissioners, Starr, Tunstall, McFadden, Fuentes, and Duncan voted in favor of the proposed changes.

Sincerely,

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

ORDINANCE NO. 943-22-2015-08-24

**EXHIBIT C
LEGAL AD**

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

AND

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

AMENDMENTS TO THE THOROUGHFARE PLAN

Notice is hereby given that on July 20, 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, on the request of the City of Pearland, for proposed amendments to the Thoroughfare Plan.

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
Interim City Planner



JOINT PUBLIC HEARING

**THE CITY COUNCIL CITY AND THE PLANNING AND ZONING COMMISSION OF
THE CITY OF PEARLAND, TEXAS,
MONDAY, JULY 20, 2015 AT 6:30 P.M.
COUNCIL CHAMBERS - CITY HALL-3519 LIBERTY DRIVE**

I. CALL TO ORDER

II. PURPOSE OF HEARING

Amendments to the Throughfare Plan

A request of the City of Pearland for approval of proposed amendments to the City Adopted Thoroughfare Plan.

Legal Description: N/A

General Location: N/A

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: July 7, 2015

Re: Proposed Amendments to the City Adopted Thoroughfare Plan.

Summary of Request

Staff has identified a few areas of the current Thoroughfare Plan that due to upcoming development in the area, need to be amended to reflect current conditions. The attached memo dated July 8, 2015 explains the amendments in detail.

Recommendation

Staff recommends approving the proposed changes.

Proposed Changes:

See attachments below.

Attachments:

- A. Memo explaining proposed changes
- B. Map showing proposed amendments.

Memo

Attachment A



To: Clay Pearson
From: Sue Polka
CC: Trent Epperson, Matt Buchanan
Date: July 8, 2015
Re: Thoroughfare Plan Amendment

7/9/2015

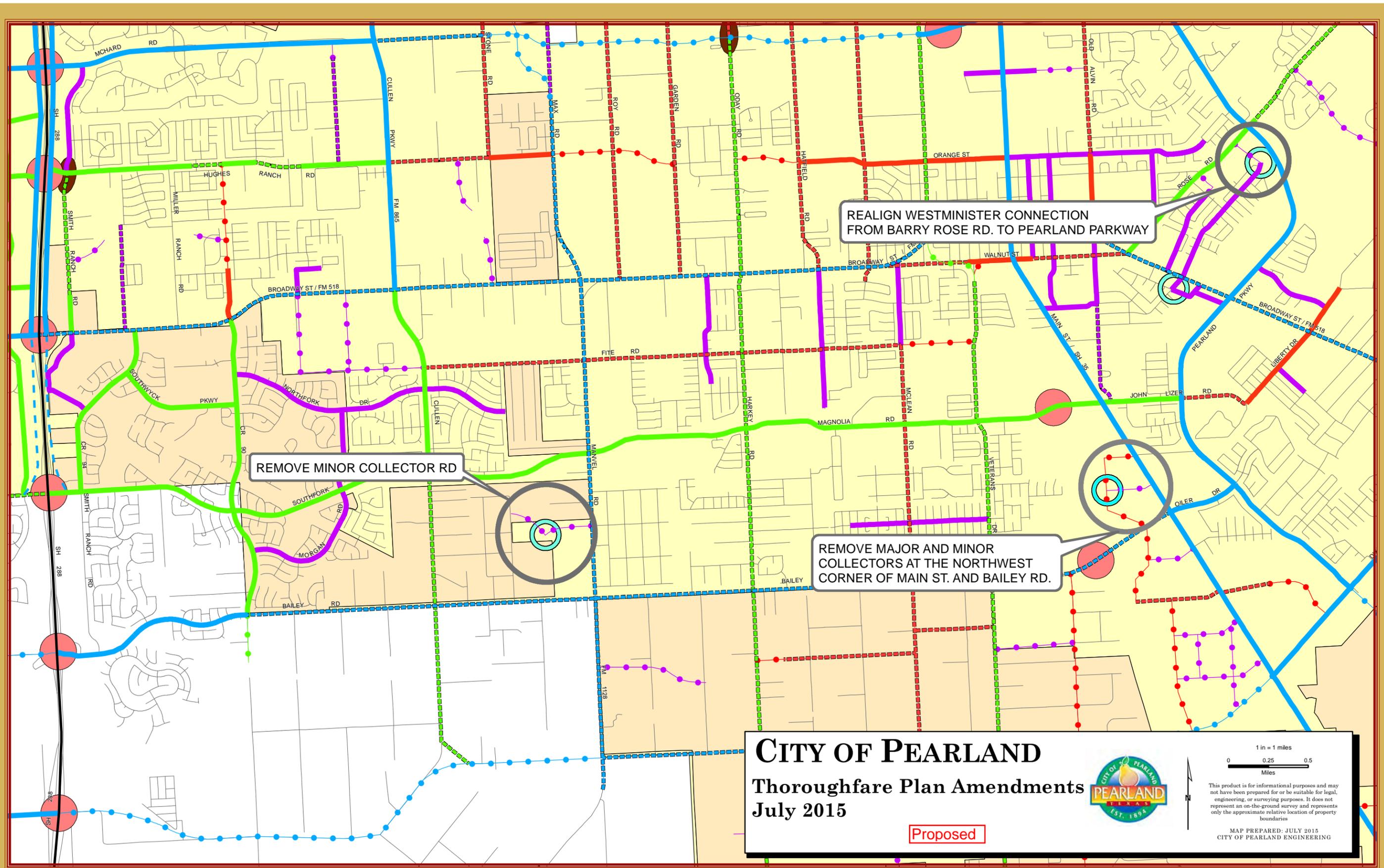
To: Mayor and City Council members
Upcoming edits to our Thoroughfare Master Plan for consideration.
Clay

BACKGROUND: The Thoroughfare Plan is a transportation planning tool that identifies and classifies thoroughfares in the city that will support the City's development goals and mobility along with connectivity throughout the City. The plan is instrumental in identifying and prioritizing projects for the 5-Year Capital Improvement Program (CIP). The City's objective is to amend the Plan periodically based on development activity, land use studies, environmental issues, etc. Staff is currently proposing amendments which will have the effect of updating classifications of roadways based on developments that have occurred and realigning various roadways within the City.

SUMMARY: The current plan was adopted March 24, 2014 (Ord. 943-21). The proposed Thoroughfare Plan amendment will include the following proposed changes which are shown on the attached map:

1. **Realignment of the future Westminster Drive connection from Barry Rose Parkway to a connection with Pearland Parkway.** This will provide another access point for the residential subdivision and also allow for access to the proposed commercial development at the corner of Barry Rose Parkway and Pearland Parkway.
2. **Elimination of a Minor Collector between Manvel Road and CR 107 through the proposed Massey Lakes Estates,** as it has been determined that the designation is not needed. The proposed circulation pattern for Massey Lakes Estates adequately addresses the east-west connection between Manvel Road and CR 107.
3. The **Blackacres development, located at the northwest corner of Main Street and Bailey Road,** consists of approximately 97 acres, 40 acres of which is currently being proposed for an industrial development. The current Thoroughfare Plan shows both Major and Minor Collectors within the proposed development. Staff is proposing to remove the Collectors from the Plan so as not to hinder the developable prospects on the remaining 57 acres. Both traffic and access will be re-evaluated at the time of future development depending on the proposed land use.

SCHEDULE: Staff proposes to present the Thoroughfare Plan Amendment at the Joint Public Hearing of the City Council and Planning and Zoning Commission on July 20, 2015. This will be followed by the two readings at the regular City Council meetings of August 10, 2015 and August 24, 2015.



REALIGN WESTMINISTER CONNECTION FROM BARRY ROSE RD. TO PEARLAND PARKWAY

REMOVE MINOR COLLECTOR RD

REMOVE MAJOR AND MINOR COLLECTORS AT THE NORTHWEST CORNER OF MAIN ST. AND BAILEY RD.

CITY OF PEARLAND
Thoroughfare Plan Amendments
July 2015

Proposed



1 in = 1 miles
0 0.25 0.5
Miles

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.

MAP PREPARED: JULY 2015
CITY OF PEARLAND ENGINEERING

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

AGENDA OF:	08/24/2015	ITEM NO.:	Workshop Item
DATE SUBMITTED:	8/14/2015	DEPT. OF ORIGIN:	Finance
PREPARED BY:	Tara Kilpatrick	PRESENTOR:	Sue Polka/ Neelie Walker
REVIEWED BY:	Jon R. Branson	REVIEW DATE:	August 19, 2015
SUBJECT: Fiscal Year 2016 Budget – Discussion #4 – Water/Sewer CIP, Water/Sewer Fund, Water/Sewer Multi-Year Forecast, Water/Sewer Rates and Fees and Other Follow-Up Matters			
EXHIBITS: Power Point Presentation			
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: N/A	PROJECT NO.:		
ACCOUNT NO N/A			
ADDITIONAL APPROPRIATION REQUIRED:			
ACCOUNT NO.:			
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

Pursuant to State law and according to City Charter, the City must adopt a budget by the last regularly scheduled Council meeting in September, prior to the beginning of the new fiscal year. The budget must contain a complete financial statement of the City and the City must hold a public hearing on the budget and follow truth-in-taxation requirements. The budget process begins by reviewing the proposed annual budget for fiscal year 2016 through a series of budget discussions. Council has had discussions on Monday, August 3rd and Monday, August 10th.

Tonight's Discussion #3 will allow staff to present the Water/Sewer Fund, Five-Year CIP for Water/Sewer, Multi-Year Forecast for Water/Sewer and Water/Sewer rates and other Water/Sewer fees.

SCHEDULE

Budget discussions are scheduled for each Monday in August as necessary. The public hearing will be put in place with the vote on the proposed tax rate on August 17th and the scheduling of public hearings on the budget and tax rate on August 17th as well.

The first public hearing is scheduled for Monday, August 31st beginning at 6:30 p.m. and the second public hearing on Tuesday, September 8, 2015 beginning at 6:30 p.m. First reading of the ordinances (budget and tax rate) are scheduled for September 14th with second and final reading on September 21, 2015, prior to the start of the new FY 2015/16 Fiscal Year on October 1, 2015.

POLICY/GOAL CONSIDERATION

Pursuant to State Statute and City Charter, the fiscal year 2016 budget was filed with the City Secretary and submitted to City Council on July 27, 2015 within the targeted 60 to 90 days prior to the beginning of the fiscal year. The budget provides a complete financial plan for the program of services to be provided in the upcoming fiscal year beginning October 1, 2015 and ending September 30, 2016.

The proposed budget is a public record and in keeping with the Strategic Priority of Engaged Community, it has been placed on the City's website (pearlandtx.gov), a copy was provided to each library and will be available for viewing in the City Secretary's office as well.

FINANCIAL INFORMATION

The City provides water and sewer service to approximately 36,000 residential and commercial customers. The water & sewer fund is operated in a manner similar to private business enterprises, where services to the public are financed primarily through user charges.

The Water/Sewer Fund includes a 16% revenue increase, up 10.45% from last year's 5.55% forecast, generating \$4.7 million. The revenue increase is needed to maintain the system, provide for debt service, and to meet reserve and bond coverage requirements. Expenses total \$38,422,759, and include debt payments of \$14.4 million. The budget includes programs to maintain and sustain our existing infrastructure such as annual lift station rehab. (\$500K), interior lining of storage tanks (\$205K), replacement of chemical containment walls (\$350K), and cleaning of water lines in the south east area to improve water quality (\$60K).

The Five-Year Capital Improvement Plan (CIP) for 2016-2020 totals \$539,969,747. The budget discussion this evening will focus on water/sewer projects which total \$261.6 million of which \$40.3 million is in year 2016 of the plan and will be appropriated for funding with the adoption of the fiscal year 2016 budget. Funding for these projects come from a variety of sources with the issuance of debt being one of the main sources. Water/Sewer bonds total \$48.34 million, cash from system revenues total \$500,000, cash from impact fees total \$292,500 and other funding sources total \$4.85 million.

The Multi-Year Forecast shows projected water & sewer revenues increasing from \$32.16 million in fiscal year 2015 to \$50.34 million in FY 2018. Expenditures increase from \$35.6 million in FY 2015 to \$46.9 million in FY 2018. The forecast also shows that annual revenues increases are also needed for 2017 and 2018; 10.3% and 9.1% respectively, given mission critical capital projects to meet growth and demand.

RECOMMENDED ACTION

Review and discuss the proposed budget for Fiscal Year 2016: Five- Year Capital Improvement Program Water/Sewer CIP; Fiscal Year 2016 Water/Sewer budget; Water/Sewer Multi-Year Forecast and Water/Sewer Rates and Fees and Other Follow-Up Matters.

Building MOMENTUM



CITY OF PEARLAND, TEXAS

FISCAL YEAR

2015 - 2016

PROPOSED BUDGET

AND MULTI-YEAR

FORECAST

AUGUST 24, 2015



FY 2016 Capital Projects

Five Year Capital Improvement Program

(Water/Wastewater Only)

Recommended by Planning &
Zoning
on May 18, 2015

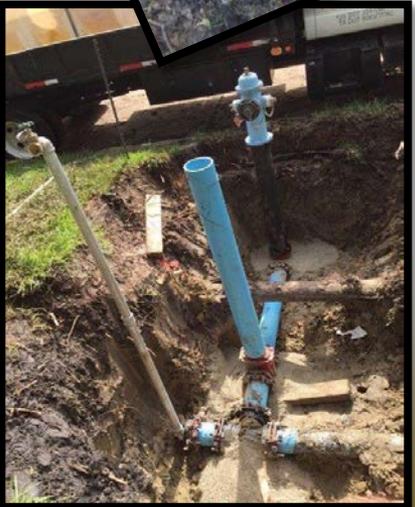
Water/Sewer Fund
Water/Sewer Forecast
Water/Sewer Fees
Water/Sewer Rates

What is a Capital Improvement?

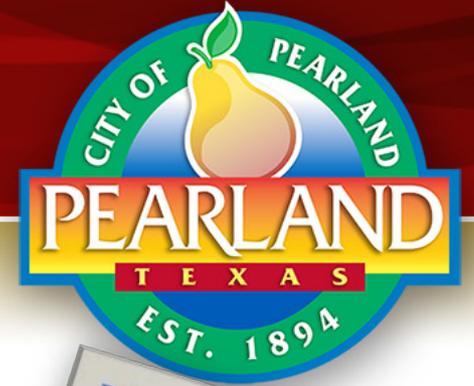


- Major, non-routine expenditure for new construction
- Improvements to existing buildings, facilities, and infrastructure
- \$100,000 +
- Long-life expectancy
- Results in the creation of an asset or extends the life of an existing asset
- Includes costs for design, legal fees, land, construction, etc.
- Does not include the purchase of a piece of equipment such as a fire truck.

Regency Park Subdivision

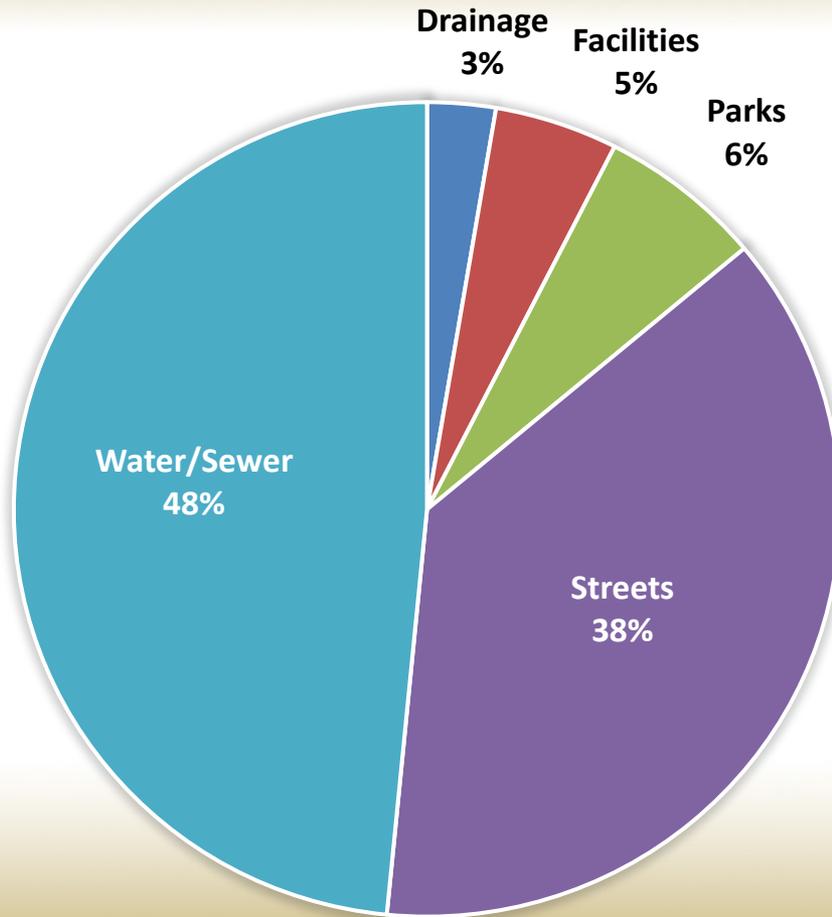


Reflection Bay Package Plant



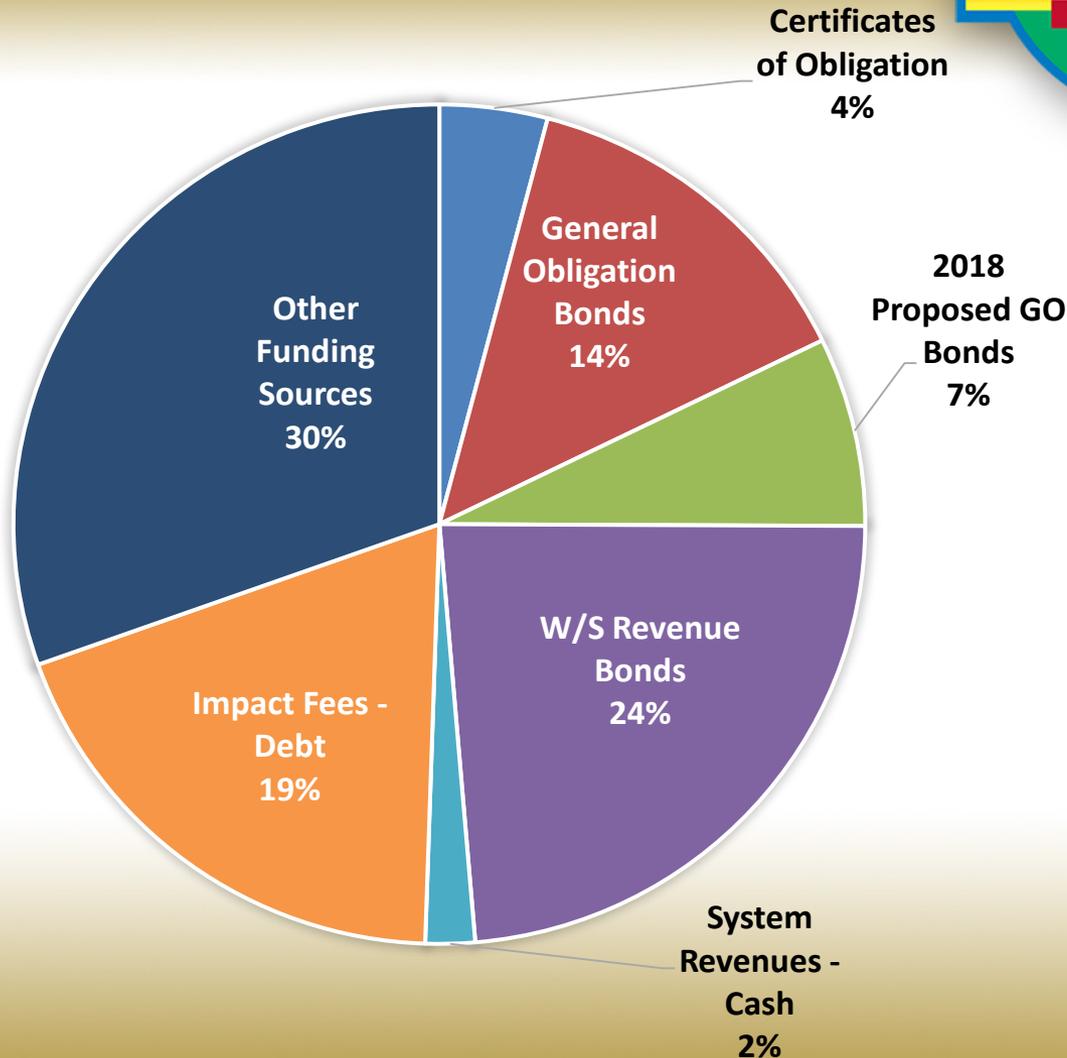
2016 – 2020 Five Year CIP

\$539,969,747 - Uses



2016 – 2020 Five Year CIP

\$539,969,747 - Sources





Five Year CIP Uses Summary

USE	2016	2017	2018	2019	2020	TOTAL
DRAINAGE	1,300,800	2,827,724	7,427,542	2,900,536	-	14,456,602
PARKS	9,782,496	4,222,631	7,854,748	6,010,500	6,832,000	34,702,375
FACILITIES	14,210,321	4,011,160	6,759,210	-	1,075,705	26,056,396
STREETS	51,740,002	32,174,387	48,494,081	18,941,778	51,803,000	203,153,248
→ WATER	3,630,570	19,136,050	15,958,005	43,327,962	35,750,000	117,802,587
→ WASTEWATER	36,666,552	54,337,520	28,023,922	22,710,545	2,060,000	143,798,539
TOTAL	117,330,741	116,709,472	114,517,508	93,891,321	97,520,705	539,969,747

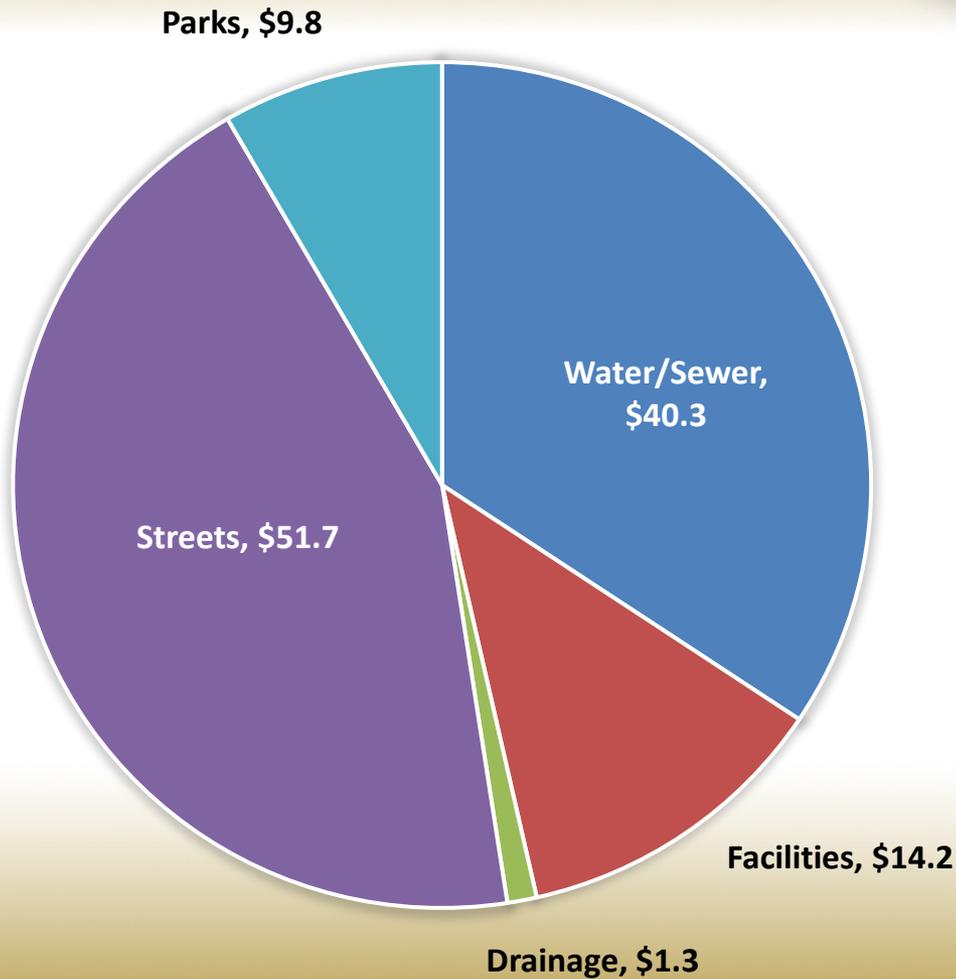


Five Year CIP Sources Summary

SOURCE OF FUNDS	2016	2017	2018	2019	2020	TOTAL
W/S Revenue Bonds	27,438,315	26,369,894	22,160,754	33,375,734	17,560,000	126,904,697
System Revenues - Cash	500,000	1,800,000	2,300,000	2,250,000	3,250,000	10,100,000
Impact Fees - Cash	292,500	-	-	-	-	292,500
Impact Fees - Debt	20,916,500	18,467,950	16,675,490	29,350,273	17,000,000	102,410,213
Other Funding Sources	4,849,807	13,135,726	2,845,683	1,062,500	-	21,893,716
TOTAL	53,997,122	59,773,570	43,981,927	66,038,507	37,810,000	261,601,126

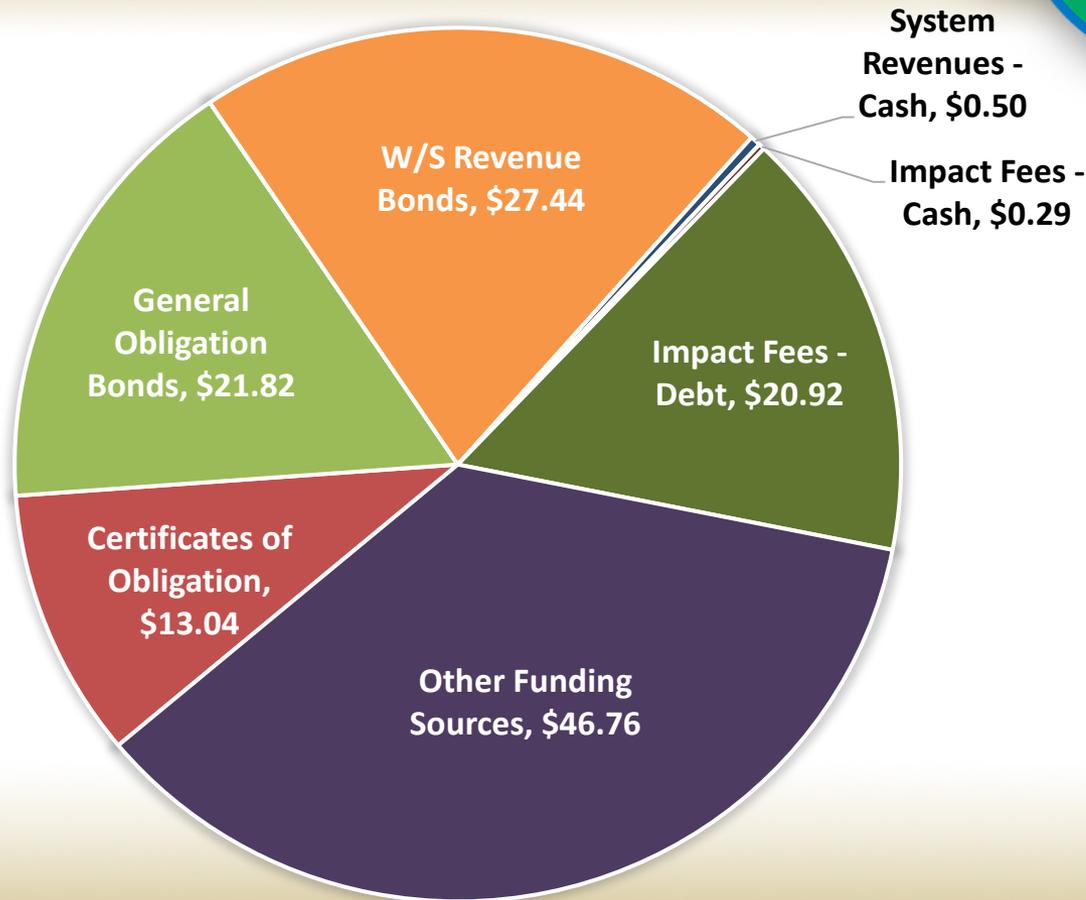
Fiscal Year 2016 CIP

\$117,330,741 - Uses



In millions

Fiscal Year 2016 CIP- \$130,763,723 Sources



In millions

Note – Texas Water Development Board financing in 2016 for the entire project however actual expenses will be 14 over a 2-year period.



Water CIP - Uses

Project Name	2016	2017	2018	2019	2020	TOTAL
General Engineering / CIP Administration ⁽³⁾	50,000	550,000	50,000	-	-	650,000
Bailey Water Plant ⁽³⁾	-	-	233,625	1,766,962	-	2,000,587
Toll Road Utility Relocation ⁽⁴⁾	749,460	-	-	-	-	749,460
FM 521 Waterline (Broadway to Mooring Pointer) ⁽³⁾	1,546,110	-	-	-	-	1,546,110
McHard Water Line Phase II ⁽³⁾	100,000	3,000,000	2,836,480	-	-	5,936,480
Hughes Ranch Road West 12" Water Line ⁽³⁾	585,000	616,000	-	-	-	1,201,000
Underground Piping Infrastructure at Water Facilities ⁽⁴⁾	250,000	250,000	250,000	250,000	250,000	1,250,000
Transite Water Line Replacement ⁽¹⁾	250,000	500,000	1,000,000	1,000,000	1,500,000	4,250,000
Surface Water Plant ⁽³⁾	100,000	2,915,000	6,900,000	31,000,000	34,000,000	74,915,000

⁽¹⁾ Budget reduced

⁽²⁾ Timing

⁽³⁾ Budget increased

⁽⁴⁾ New Project

Water CIP - Uses



Project Name	2016	2017	2018	2019	2020	TOTAL
FM 521 GST Expansion	-	305,050	2,171,900	-	-	2,476,950
Water Meter Changeout ⁽²⁾	-	11,000,000	-	-	-	11,000,000
Hughes Ranch Road East 12" Water Line ⁽³⁾	-	-	370,000	506,000	-	876,000
FM 1128 16" Waterline ⁽²⁾⁽³⁾	-	-	240,000	1,285,000	-	1,525,000
CR 100 Waterline ⁽²⁾⁽³⁾	-	-	670,000	2,840,000	-	3,510,000
Harkey Rd. from CR100 to CR128 & CR 128 from Harkey to Veterans ⁽²⁾⁽³⁾	-	-	578,000	2,285,000	-	2,863,000
Veterans Dr. Bailey Rd. to CR 128 16" Waterline ⁽²⁾⁽³⁾	-	-	658,000	2,395,000	-	3,053,000
TOTAL	3,630,570	19,136,050	15,958,005	43,327,962	35,750,000	117,802,587

- (1) Budget reduced
- (2) Timing
- (3) Budget increased
- (4) New Project



2016 Water CIP Sources

Total	\$ 3,630,570
W/S Revenue Bonds	\$ 1,815,015
System Revenues - Cash	\$ 250,000
Impact Fees - Cash	\$ 292,500
Other Funding Sources	\$ 1,273,055



Wastewater CIP - Uses

Project Name	2016	2017	2018	2019	2020	TOTAL
Riverstone Ranch Oversizing	163,452	-	-	-	-	163,452
Southdown WWTP Rehabilitation ⁽³⁾	850,000	-	-	-	-	850,000
Reflection Bay Water Reclamation ⁽³⁾	29,814,000	13,700,000	-	-	-	43,514,000
McHard Rd Trunk Sewer (Garden to Southdown WWTP) ⁽³⁾	1,155,000	3,599,900	-	-	-	4,754,900
Barry Rose WWTP Expansion ⁽²⁾⁽³⁾	300,000	2,940,000	15,832,000	13,488,000	-	32,560,000
Lift Station Program ⁽⁴⁾	440,800	560,000	836,250	560,000	560,000	2,957,050
Sanitary Sewer Rehabilitation	250,000	500,000	1,000,000	1,000,000	1,500,000	4,250,000

- (1) Budget reduced
- (2) Timing
- (3) Budget increased
- (4) New Project



Wastewater CIP - Uses

Project Name	2016	2017	2018	2019	2020	TOTAL
Orange Mykawa Lift Station Retirement - WWM Project 33 ⁽³⁾	166,300	1,008,900	-	-	-	1,175,200
Relocation Mykawa/Scott LS - WWM Project 5 ⁽³⁾	335,000	4,152,720	-	-	-	4,487,720
JHEC WWTP Expansion - WWM Project 29A ⁽³⁾	2,960,000	26,780,000	6,678,300	-	-	36,418,300
Green Tee 1 to Riverstone Wastewater Diversion (Longwood Service Area Phase 1) ⁽²⁾	182,000	741,000	-	-	-	923,000
Roy/Max/Garden Roads Basin Sewage System - WWM Project 12 ⁽²⁾⁽³⁾	50,000	355,000	2,440,000	-	-	2,845,000
Veterans Drive Lift Station Service Area - WWM Project 11 ⁽²⁾⁽³⁾	-	-	1,237,372	7,662,545	-	8,899,917
TOTAL	36,666,552	54,337,520	28,023,922	22,710,545	2,060,000	143,798,539

- ⁽¹⁾ Budget reduced
- ⁽²⁾ Timing
- ⁽³⁾ Budget increased
- ⁽⁴⁾ New Project



2016 Wastewater CIP Sources

Total	\$ 36,666,552
W/S Revenue Bonds	\$ 25,623,300
System Revenues - Cash	\$ 250,000
Impact Fees - Debt	\$ 20,916,500
Other Funding Sources	\$ 3,576,752

Note – Texas Water Development Board financing in 2016 for the entire project however actual expenses will be over a 2-year period.

Water/Wastewater O & M for CIP 2017 - 2020



Project	2017	2018	2019	2020
McHard Rd. 16" Waterline Phase II	-	(375,000)	(750,000)	(750,000)
FM 521 Ground Storage Tank Expansion	-	-	60,086	120,172
Riverstone Ranch Oversizing	(12,300)	(16,400)	(16,400)	(16,400)
Reflection Bay Water Reclamation	-	180,258	240,344	240,344
Barry Rose WWTP Expansion	-	-	42,060	168,241
Lift Station Program	(8,200)	(8,200)	(8,200)	(8,200)
Orange Mykawa Lift Station Retirement - WWM Project 33	(4,100)	(8,200)	(8,200)	(8,200)
Relocation Mykawa Scott LS - WWM Projects 5	(2,050)	(8,200)	(8,200)	(8,200)
JHEC WWTP Expansion - WWM Project 29A	-	80,115	240,344	240,344
Roy/Max/Garden Roads Basin Sewage System - WWM Project 12	-	-	(10,933)	(16,400)
Veterans Drive Lift Station Service Area - WWM Project 11	-	-	(8,200)	(16,400)
TOTAL	(26,650)	(155,627)	(227,299)	(54,699)



Water & Sewer Fund

Pages 81-89,
Budget Book 1

WATER & SEWER FUND

FY 2016 - Assumptions



Revenues total \$38.57 Million

- ✓ Water/Sewer revenues total \$34.03 million, 88.2% of total revenues
- ✓ Includes a 16.0% revenue increase (not same as % for the various rates), which generates \$4,700,343 in needed additional revenues

Revenue increase expected based on last years forecast of 5.55%

- Drop in 2015 & 2016 revenues
- Additional bonds sold for Reflection Bay Water Reclamation

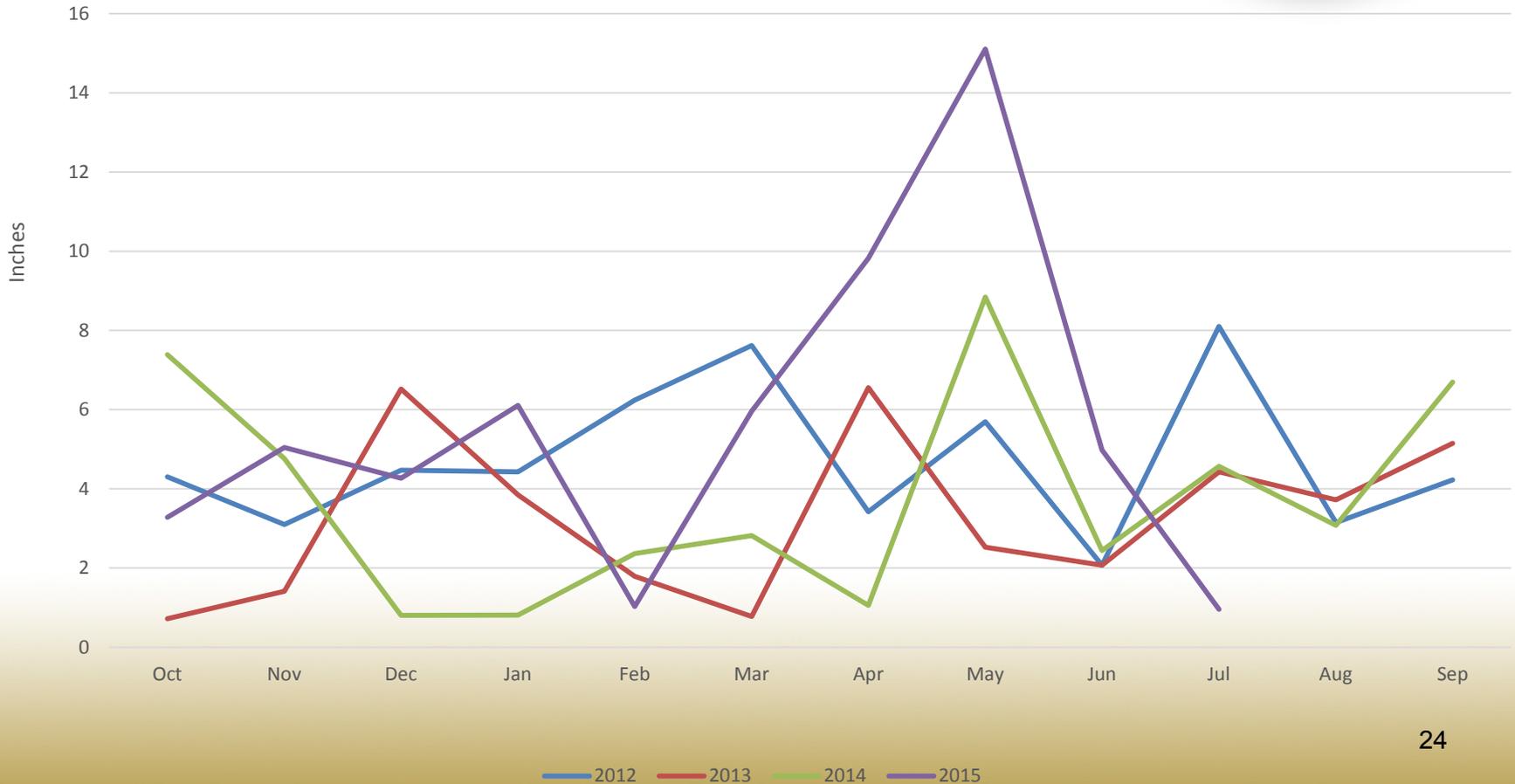
Rate increase placed on the Base & Volume components

- 10 years since increase in water base
- 8 years since increase in sewer base

Rain Matters to Usage and Thus Revenue



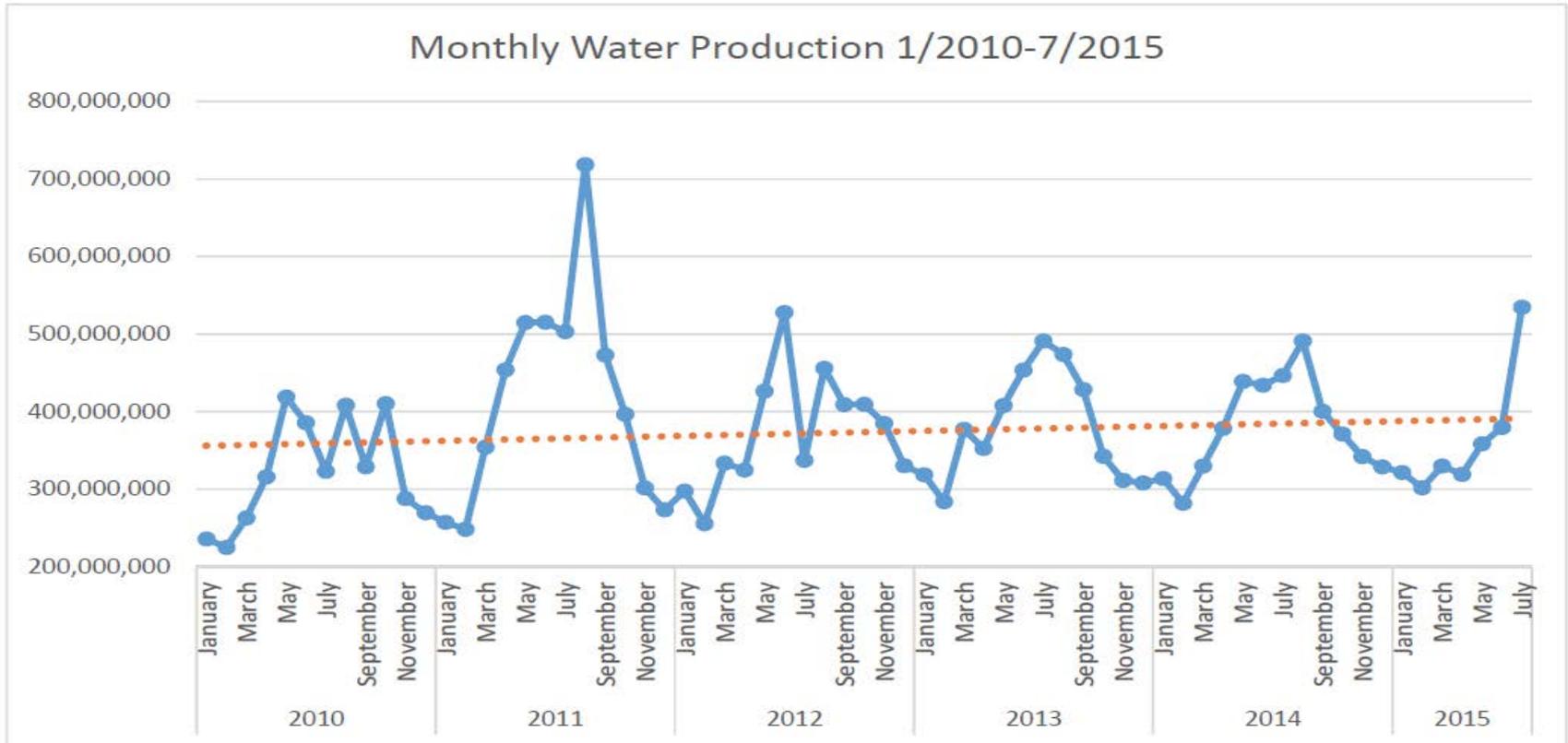
Rainfall



Water Production



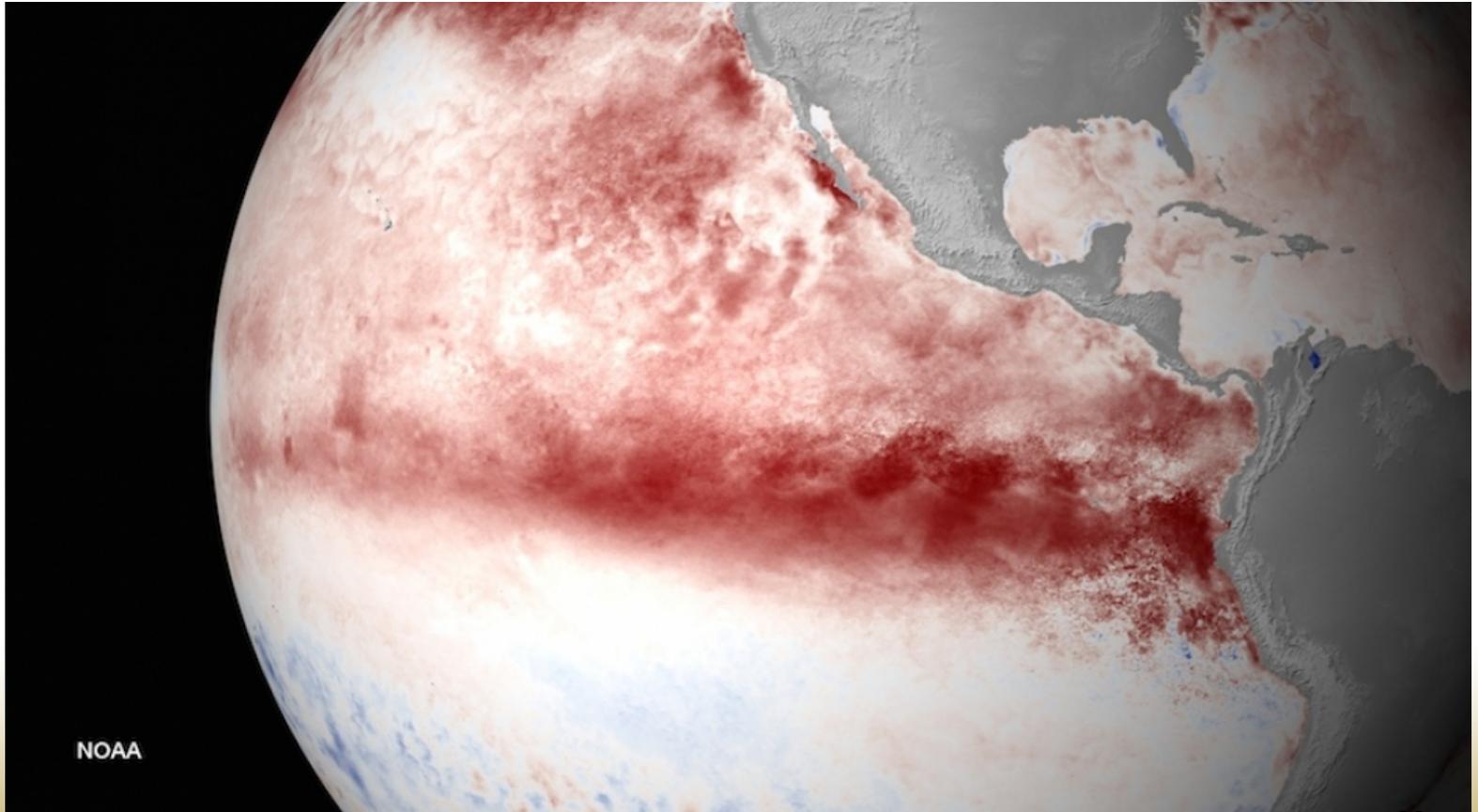
Monthly Water Production 1/2010-7/2015





EL Niño

What does El Niño mean for Texas?



How much sea surface temperatures departed from the 1981-2010 average during the week of Aug. 10, 2015

WATER & SEWER FUND

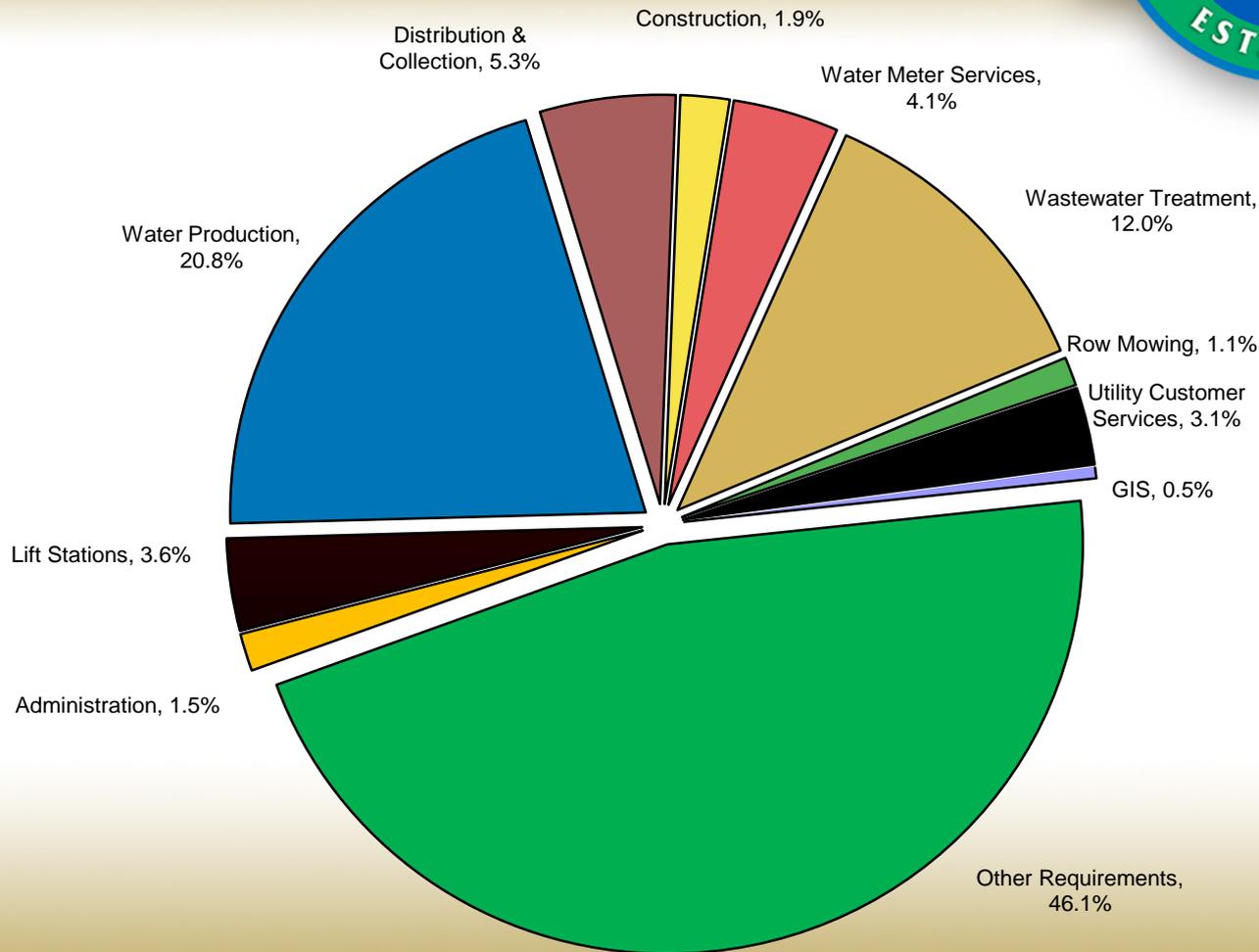
FY 2016 - Assumptions



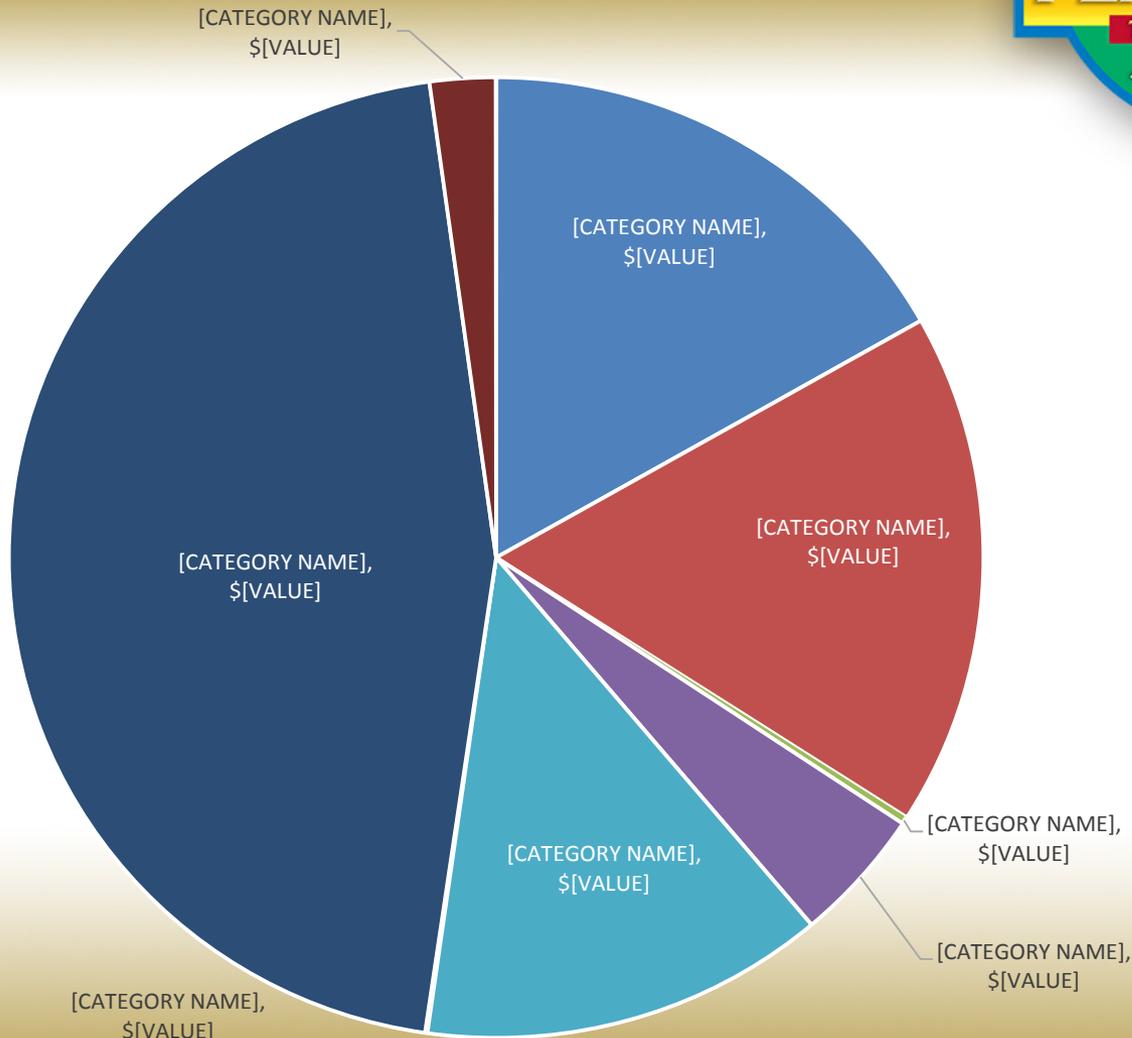
Expenses total \$38.42 Million

✓ Cost of Living – 2%		\$ 97,047
✓ Supplemental Requests		\$542,433
Recurring	\$ 50,356	
Non- Recurring	\$492,077	
✓ Annual Debt Service		\$14,411,339
✓ Purchase of Surface Water		\$ 4,192,000

WATER & SEWER FUND EXPENSES FY 2016



Water & Sewer Fund Expenses by Category



WATER & SEWER FUND

Proposed – FY 2016



Revenues	\$ 38,566,275
Expenses	\$ 38,422,759
Revenues Over Expenses	\$ 143,516
Cash Equivalents – Beginning	\$ 11,940,401
Reserve for Debt Service	\$ 2,623,222
Cash Equivalents – Ending	\$ 9,460,694
Bond Coverage (1.4x)	1.71
Cash Reserve Ratio (25%)	25%

WATER & SEWER FUND

Supplemental Requests



Safe Community	
Chemical Feeder	\$25,000
Sustainable Infrastructure	
Water Facility Restroom	\$15,000
Chemical Containment Wall	\$350,000
Meter Testing & Replacement	\$74,433
RD 7000 plus Line Locator	\$8,000
Fiscally Responsible	
Rate Model	\$70,000

WATER & SEWER FUND

CIP – FY 2016



TOTALS	\$ 49,147,315
Debt Issuance	\$ 48,354,815
Pay-as-you-Go	\$ 792,500

Major Projects include: Reflection Bay Water Reclamation \$43.5M, design for JHEC WWTP Expansion \$2.96M, McHard Road Trunk Sewer \$1.16M, design for FM 521 Waterline \$1.55M, Toll Road Utility Relocation \$749K, design for Hughes Ranch Road West 12” Waterline \$585K

\$11.0 million to carryover from FY 2015 for debt on temporary package plant at Reflection Bay

WATER & SEWER FUND

Debt Service Requirements



Current Debt Service Requirements to Maturity 2039*
at 9/30/2015

Principal	\$ 118,745,000
Interest	\$ 53,752,004
Total	\$ 172,497,004
Total FY 2016 Requirements	
Principal	\$ 8,320,000
Interest	\$ 6,091,339
Sub-Total	\$ 14,411,339
Principal Outstanding as of 9/30/2016	\$ 170.3 million

*excludes new debt to be issued



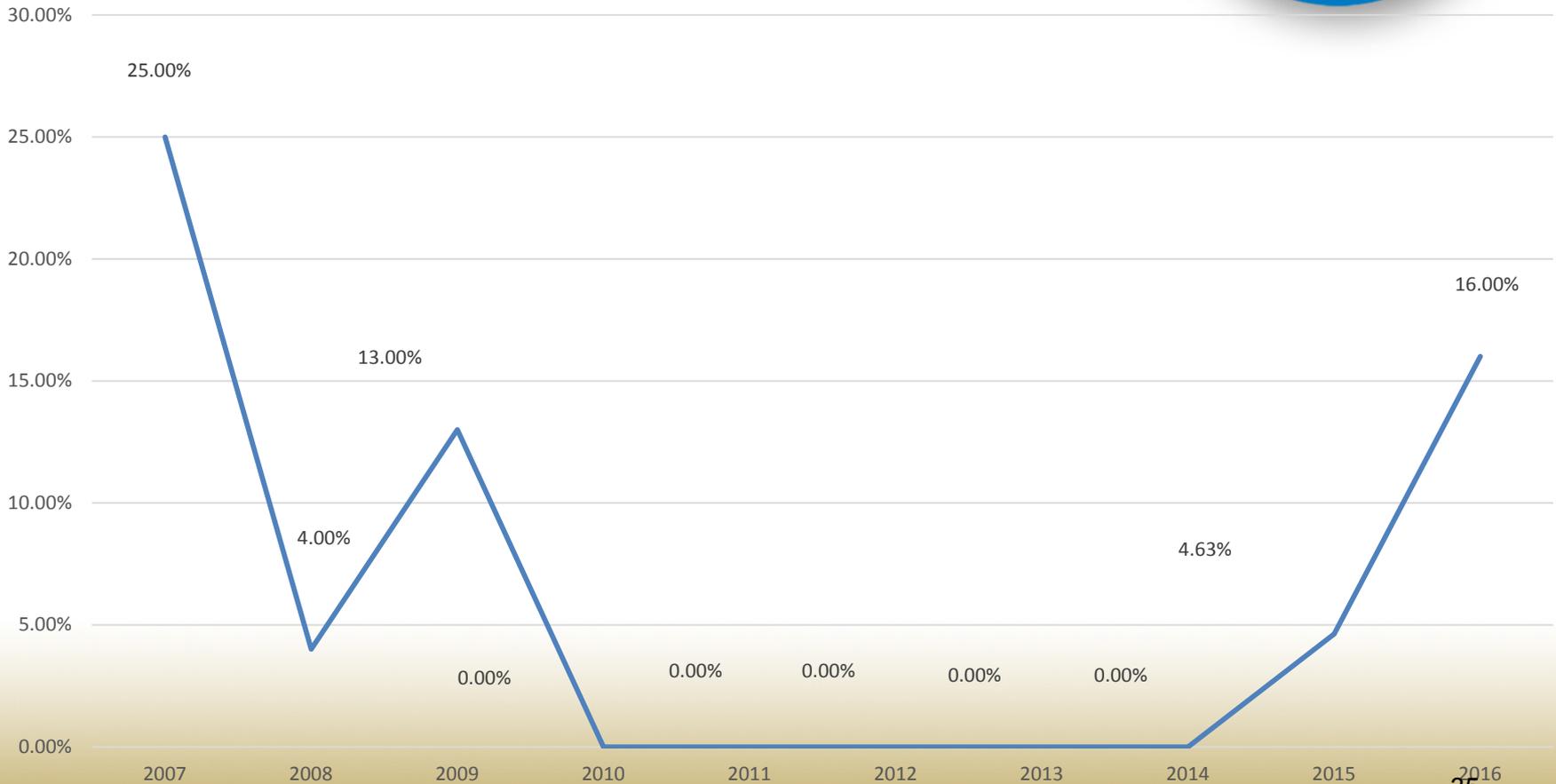
Water-Sewer Rates & Fees

WATER & SEWER FUND

Historical Revenue Increase



Rate Increase





Water-Sewer Revenue Increase

Water	<u>Current</u>	<u>Proposed</u>	
Base	11.98	13.78	
Volume			
2,001-6,000	3.16	3.48	
6,001-15,000	3.96	4.35	Non-Res.
15,001-25,000	4.75	5.22	Irrigation
25,001- +	6.33	6.96	
Sewer			
Base	14.41	17.44	
Volume	3.28	3.97	



Water-Sewer Revenue Increase

Residential Impact Comparisons - Monthly

	<u>Current</u>	<u>Proposed</u>	<u>Increase</u>
2,000 Gallons	26.39	31.22	4.83
6,000 Gallons (6 cap)	52.15	61.02	8.87
8,000 Gallons (6 cap)	60.07	69.72	9.65
10,000 Gallons (6 cap)	67.99	78.42	10.43
10,000 Gallons (8 cap)	74.55	86.36	11.81
15,000 Gallons (8 cap)	94.35	108.11	13.76
15,000 Gallons (12 cap)	107.47	123.99	16.52
25,000 Gallons (12 cap)	154.97	176.19	21.22



Water-Sewer Revenue Increase

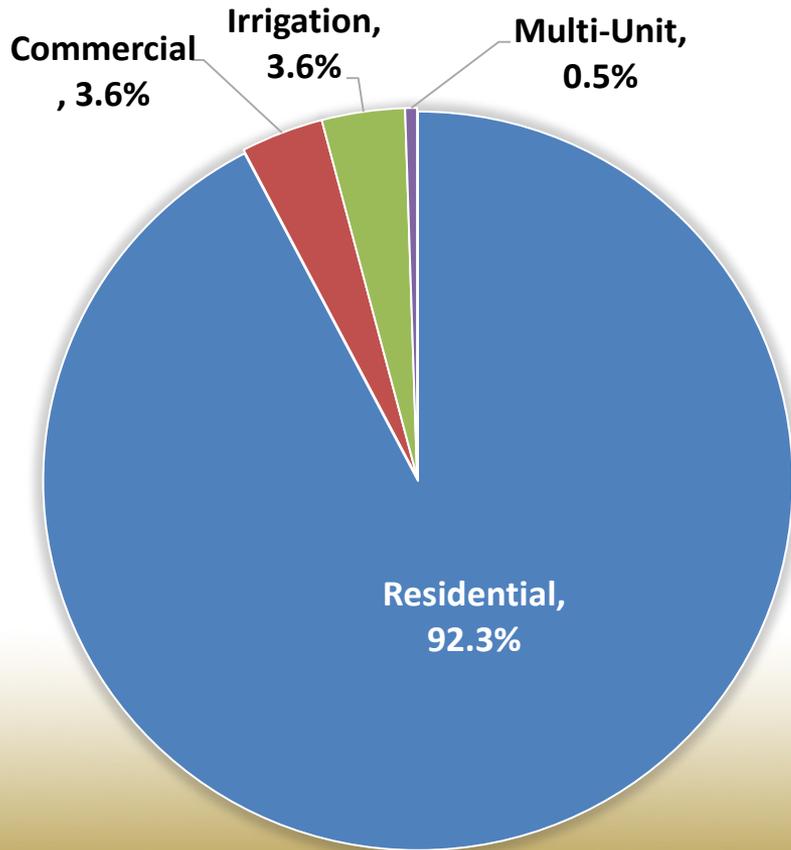
Commercial Impact Comparisons - Monthly

	Gallons	Current	Proposed	Change
Sample Comm.	41,700	\$ 313.82	\$ 361.52	\$ 47.70
Sample Comm.	17,500	\$ 138.61	\$ 160.18	\$ 21.57
(Church)	104,200	\$ 766.32	\$ 881.52	\$ 115.20
(Restaurant)	35,850	\$ 271.46	\$ 329.49	\$ 58.03
(School)	175,400	\$ 1,281.81	\$ 1,473.91	\$ 192.10
(Sprinkler)	29,400	\$ 142.13	\$ 156.81	\$ 14.68

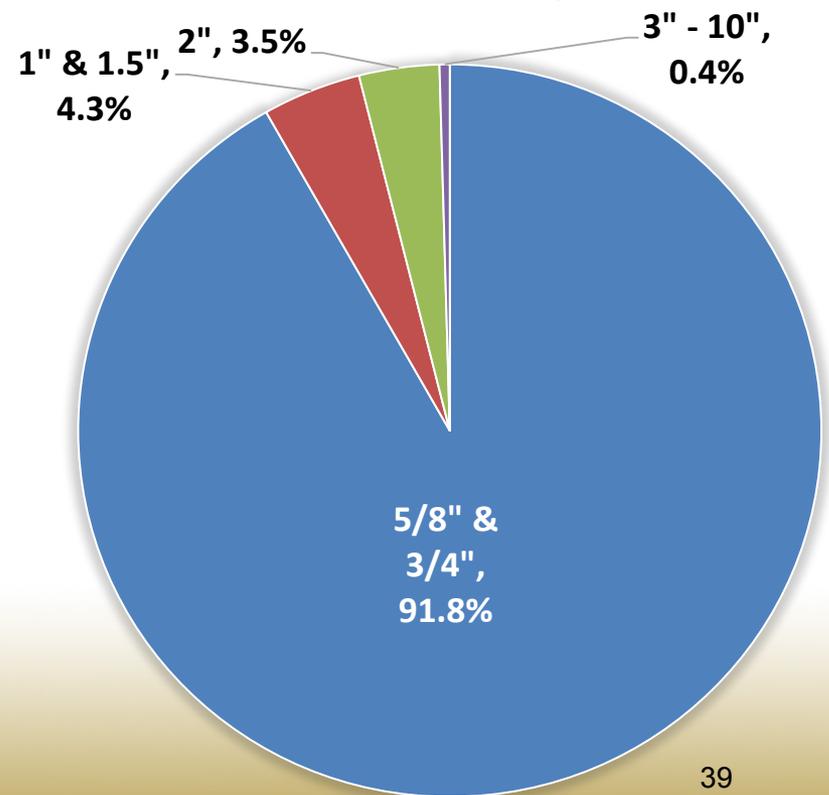


Water-Sewer Customer Profile

CUSTOMER ACCOUNTS – 35,046



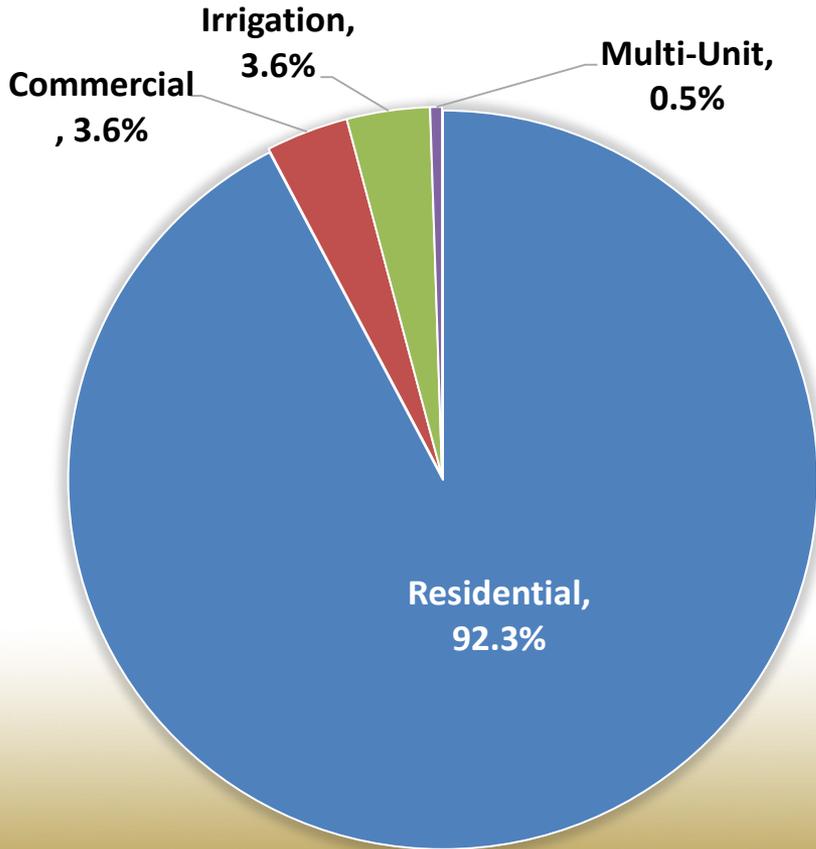
CUSTOMER ACCOUNTS BY METER SIZE – 35,046



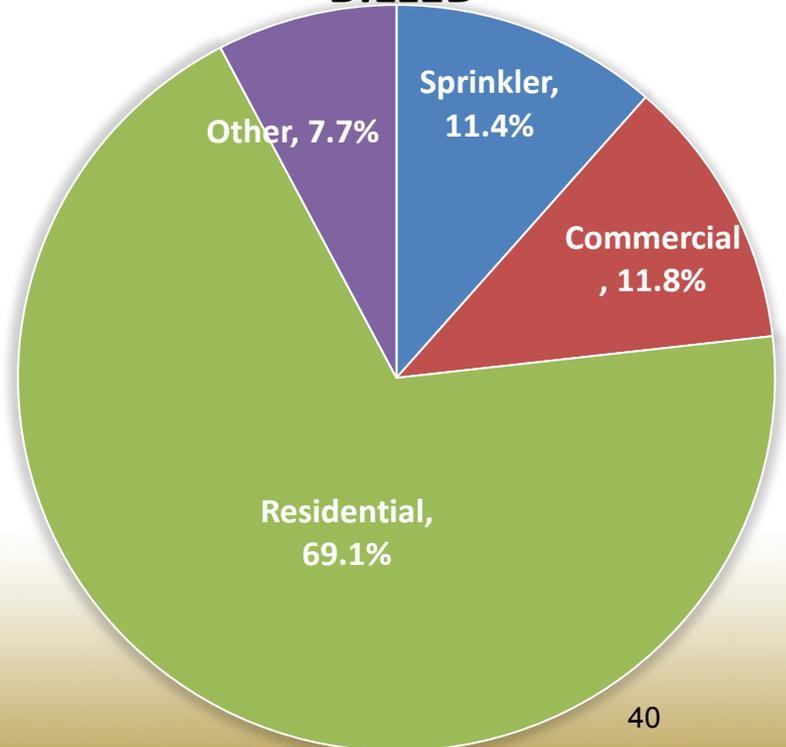


Water-Sewer Customer Profile

CUSTOMER ACCOUNTS – 35,046

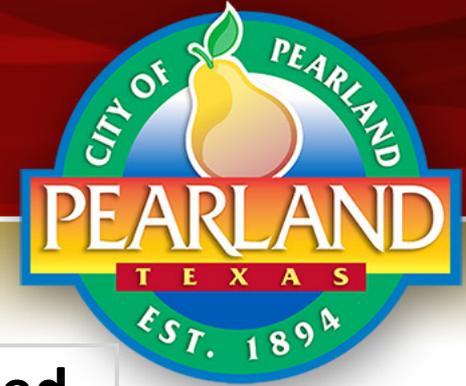


CONSUMPTION JUN 2014 - MAY 2015 3.5 BILLION GALLONS BILLED



Water-Sewer Revenues

Base vs. Volume



Revenues	Current Rates	Proposed Rates
Water		
Base	5,785,508	6,654,564
Volume	10,172,549	11,192,151
	15,958,057	17,846,715
Sewer		
Base	6,969,027	8,434,075
Volume	6,401,037	7,747,674
	13,370,064	16,181,749
% of Revenues		
Base	43%	44%
Volume	57%	56%



Water-Sewer Fee Increase

Reconnect Service Fee	Increase in the 1st tier of the reconnect service fee from \$25 to \$30 to cover the cost of service, including manpower and vehicle.	\$7,200
Temporary Connection/ Disconnection Fee	Implement a fee for a one day appointment type fee or if a customer is leaving town and turning off water. Recommend a \$10 fee to recoup the cost of service.	\$ 100
Red Flag Inspection Report	City utilities must put in place a means to identify the person requesting service to ensure against identity theft, called "Red Flag." In order to continue to allow on-line application and service requests, the budget includes a pass-through fee to customers that do not supply requested documentation, currently \$3 plus an administrative fee to cover the cost of a 3rd party provider to run verification reports for the City.	\$2,450



Water-Sewer Forecast

	Projected	Proposed	Projected			
	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
Revenues	32,162,222	38,566,275	44,438,006	50,338,421	54,020,012	59,721,272
Expenditures	35,595,596	38,422,759	42,631,268	46,917,152	47,685,077	54,884,760
Revenues Over(Under) Expenditures	(3,433,374)	143,516	1,806,738	3,421,269	6,334,935	4,836,512
Beginning Cash Equivalents	15,373,775	11,940,401	12,083,916	13,890,654	17,311,923	23,646,858
Reserve for Debt Service	2,278,256	2,623,222	2,988,198	4,000,478	5,660,699	8,049,852
Ending Cash Equivalents	<u>9,662,145</u>	<u>9,460,695</u>	<u>10,902,456</u>	<u>13,311,445</u>	<u>17,986,159</u>	<u>20,433,518</u>
Bond Coverage - 1.4	1.30	1.71	1.59	1.67	1.48	1.45
Cash Reserve Ratio - 25%	27%	25%	26%	28%	38%	37%
Number of Connections	35,063	35,926	36,811	37,716	38,487	39,084
% Revenue Increase Needed	4.3%	16.0%	10.3%	9.1%	6.6%	10.0%
Revenue Bonds to be Issued		59,840,000	44,837,844	38,836,244	62,726,008	34,560,000

Building MOMENTUM



General Fund
Revenue Reduction
Police Staffing
Options
Funding Mechanisms

Budget Building Benchmarks



- Last year's Multi-Year Forecast included adding 4 additional officers each year, based on Council direction.
- March 2015 early budget input
 - Public Safety Staffing and Utilization Study
 - Staffing refers to how many employees and what capacity employed
 - Utilization refers to when, where and how the resources are allocated
 - Both to accomplish organizational goals and objectives
 - FY2016 budget focuses on Police with FY2017 to focus on Fire
- Commitment to get to and stay near full budgeted staffing with enhanced recruitment; which has been successful

Budget Building Benchmarks



- Build in Operating Cost of Capital Projects
 - Fire Stations 3 and 2
 - Addition of 9 Full-Time Positions and 3-Part-Time each Station
 - Increase of 22 authorized positions since 2014, from 142 to 164.

Recap of Impact of Tax Rate Change to General Fund



The effective tax rate calculation received caused projections to change about the effective tax rate from what had been assumed in the recommended budget.

In addition, there was a consensus to *lower* the debt service rate slightly so that fund is closer to the minimum required balances in the near-term, rather than smoothing the future year's increase slightly.

	<u>Proposed</u>	<u>Revised</u>
O&M	.2293	.2225
Debt Service	<u>.4900</u>	<u>.4828</u>
Total	.7193	.7053
General Fund Revenue Reduction		
Property Taxes		\$432,206
TIRZ Administration Fee		<u>\$184,421</u>
Total Reduction		\$616,627



Patrol Staffing

Current Staffing (August 2015)

Patrol Staffing				
	A Squad	B Squad	C Squad	D Squad
Lieutenant	1	1	1	1
Sergeant	2	2	3	3
Officer	18	17	18	19

Projected Staffing (April 2016)

Patrol Staffing				
	A Squad	B Squad	C Squad	D Squad
Lieutenant	1	1	1	1
Sergeant	2	2	3	3
Officer	21	20	20	20

Squad A and B Supplemented with other traffic enforcement officers



Police Staffing Options and Costs

These options are *in addition* to the 2 Sergeant Upgrades, 2 Replacement Officers and 2 New Officer Positions (4 new positions, one replacing additional SRO) in the FY2016 proposed budget:

	<u>FY 2016 - 6 months</u>			Recurring FY 2017
	Recurring	Non- Recurring	Total FY16	
2 Sergeant Upgrades with 2 replacement Officers (2 new positions) incl. 2 Sgt vehicles, + 1 Shared vehicle	\$108,178	229,426	\$337,604	\$203,523
2 Sergeant Upgrades with 2 replacement officers + 2 new Officers (4 new positions) incl. 2 Sgt vehicles + 2 shared vehicle	\$199,333	314,838	\$514,171	\$378,975
2 Sergeant Upgrades with 2 replacement + 4 new Officers (6 new positions) incl. 2 Sgt Vehicles + 3 shared vehicles	\$290,488	400,250	\$690,738	⁴⁹ \$637,057

Total General Fund Revenue Shortfall



	<u>FY 2016</u> <u>Individual Cost</u>	<u>Cumulative</u> <u>Shortfall by Option</u>
Loss from Reduced Tax Rate	\$616,627	\$ 616,627
Option 1 – 2 Additional	\$337,604	\$ 954,231
Option 2 – 4 Additional	\$514,171	\$1,130,798
Option 3 – 6 Additional	\$690,738	\$1,307,365

Note: Direction on Options or Possible Allocation of Funding for Law Enforcement Resourcing upon results of Police Staffing/Utilization Study

General Fund Funding Mechanisms



- Garage Sale Permit Revenue Increase
- Current Vacant Position Eliminations
- New Parks Maintenance Responsibilities
- Streets and Sidewalks Additional Reductions
- Fire Delay Staffing New Engine or Shut Down Ambulance
- Supplemental Requests Funded
 - HR Generalist, Nuisance Abatement, Small Business Coordinator, Fire PT Receptionists, PT Bailiff, Contingency
- 2% COLA Variations for Police Step and/or <\$50,000 w/OT
- Brazoria County & Fire Service in ETJ Support

Note: Once concurrence on any prior slide specifics, will compile recommendation from above and/or other ideas for August 31, 2015.

General Fund Recurring Funding Mechanisms – Timing Options



- Mid-year look to restore some of any selected deletions
- Additional option for allocation set aside for additional law enforcement resourcing to begin implementation of forthcoming Police Staffing and Utilization Study (Summer 2016)



Budget Calendar

- August 3 Overview and Highlights, Property Tax, Debt Service, General Fund and Other Funds
- August 10 City Council Regular Meeting – ETR Information, 5-Year CIP General Government, Future Bond Referendum Scenarios, DS Fund Multi-Year Forecast
- August 17 City Council **Special Meeting** – Record Vote to Propose Tax Rate; Schedule Public Hearings on the Budget and Tax Rate; follow-ups from prior meetings
- August 24 City Council Regular Meeting – 5-Year CIP Water/Sewer (WS), WS Fund and Multi-Year Forecast, WS Rates and Other WS Fees; additional budget follow-ups from prior meetings
- August 31 Public Hearings on Tax Rate and Budget; Budget Discussion, if needed
- September 8 **Tuesday** – Second Public Hearing on Tax Rate; Budget Discussion, if needed
- September 14 First Reading of Ordinances
- September 21 Second and Final Reading of Ordinances, Adopt 5-Year CIP

Building MOMENTUM



Direction and
Questions?

