

# AGENDA

## CITY OF PEARLAND ♦ CITY COUNCIL

January 11, 2016

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, JANUARY 11, 2016 | 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 October 19, 2015 Public Hearing held at 6:30 p.m.

**B. Consideration and Possible Action – Resolution No. R2016-02 – A Resolution of the City Council of the City of Pearland, Texas, authorizing a contract for professional services associated with the Hughes Ranch Road West Water Line Project, with Brown and Gay Engineers, in the amount of \$58,473.00.**

- C. **Consideration and Possible Action – Resolution No. R2016-03** – A Resolution of the City Council of the City of Pearland, Texas, renewing a contract for delinquent revenue collection services with NRA Group, LLC, for a one year period.
- D. **Consideration and Possible Action – Resolution No. R2016-06** – A Resolution of the City Council of the City of Pearland, Texas, renewing a bid for the purchase of fire bunker gear from Dooley Tackaberry, Inc. in the estimated amount of \$97,000 for the period of January 12, 2016 through January 11, 2017.
- E. **Consideration and Possible Action – Resolution No. R2016-05** – A Resolution of the City Council of the City of Pearland, Texas, awarding a unit price contract for the rough cut mowing and maintenance of roadside ditches, vacant City properties and retention areas, to Lawscapes Unlimited in the estimated amount of \$95,858.89, for the period of January 11, 2017 through January 10, 2017.

**NEW BUSINESS:**

- 1. **Consideration and Possible Action – First Reading of Ordinance No. CUP-2015-13** – An Ordinance of the City Council of the City of Pearland, Texas, approving a **Conditional Use Permit (CUP) to allow for a winery in the General Commercial (GC) zone**, being the North one-half of Lot 47 of the Subdivision of Section 85, H.T.B.B. Railroad Company Survey, Abstract No. 304, in Brazoria County, Texas; being that same tract of land as described in the deed to Thomas a, Amundsen recorded in Volume 91960, Page 139, Deed Records of Brazoria County, Texas. **(Located at 2635 Miller Ranch Road, Pearland, TX.)** Conditional Use Permit Application No 2015-13, within the General Commercial (GC) zoning district, at the request of Jimmy Aranda, applicant; on behalf of Tom Amundsen, owner, containing a savings clause, a severability clause, and an effective date and other provisions related to the subject.
- 2. **Consideration and Possible Action – Resolution No. R2015-221** – A Resolution of the City Council of the City of Pearland, Texas, approving a change order with Crain Group, LLC in the amount of \$450,712.00 associated with the Sports Complex at Shadow Creek Ranch Project.
- 3. **Consideration and Possible Action – Resolution No. R2016-07** – A Resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into a Development Agreement with Lake Park Pearland, Ltd, associated with storm sewer improvements (generally located at the intersection of Cullen Parkway and CR 403) in the estimated amount of \$1,117,000.00.
- 4. **Consideration and Possible Action – Resolution No. R2016-04** – A Resolution of the City Council of the City of Pearland, Texas, awarding a bid for Police Department Utilization and Staffing Study to Berkshire Advisors in the amount of \$80,800.00.

**VII. MAYOR/COUNCIL ISSUES FOR FUTURE CITY COUNCIL AGENDAS**

**OTHER BUSINESS:**

**EXECUTIVE SESSION UNDER TEXAS GOVERNMENT CODE**

1. **Section 551.074 – Personnel Matters** – Regarding the Annual Evaluation of the City Manager.

**NEW BUSINESS CONTINUED:**

5. **Council Action** – Regarding the Annual Evaluation of the City Manager.

**VIII. 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](http://pearlandtx.gov)

**MINUTES OF A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, HELD ON TUESDAY, OCTOBER 19, 2015, AT 6:30 P.M. IN THE COUNCIL CHAMBERS, CITY HALL, 3519 LIBERTY DRIVE, PEARLAND, TEXAS.**

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

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

Absent: Mayor Pro-Tem Carbone.

Others in attendance: Jon Branson Deputy City Manager; Matt Buchanan President of Pearland Economic Development Corporation; Trent Epperson Assistant City Manager; Lata Krishnarao Director of Community Development; Frankie Legaux City Planner; Richard Mancilla Assistant City Engineer; Jennifer Huhn Court Administrator.

Mayor Reid stated he will read into the record both Area 1 description and Area 2 description. He further stated after reading Area 1 and Area 2 citizens that would like to speak regarding Area 1 may speak and then the citizens regarding Area 2 may speak.

**PURPOSE OF PUBLIC HEARING** – Proposed Annexation (Area 1) The annexation of approximately two hundred and forty two (242) acres of land, generally located North of Bailey Road, South of Arnold Drive, East of Kennedy Drive, and West of Manvel Road, in Pearland, Brazoria County, Texas.

**PURPOSE OF PUBLIC HEARING** – Proposed Annexation (Area 2) The annexation of approximately two hundred and forty two (242) acres of land, generally located South of Bailey Road, East of Manvel Road, and West of Veterans Road, in Pearland, Brazoria County, Texas.

**Staff Review**

City Planner Frankie Legaux stated through Area 1 and Area 2 annexation, the City will be better able to manage the anticipated growth in the area and ensure future development happens in accordance with the Future Land Use Plan and Thoroughfare Plan, in a manner that is beneficial to everyone. If the land is not annexed, unregulated piecemeal development will continue to occur along future improved constructed Bailey Road corridor. This area has been in the City's Extraterritorial Jurisdiction (ETJ) since 1960, and will eventually become a part of the City of Pearland. By annexing this property now, the City is able to limit the amount of non-conforming issues that will occur if this

property remains outside of the city limits. Development of appropriate infrastructure and services for expansion and growth of both residential and non-residential uses would be uncertain if the land is not annexed. Annexation will provide the ability to plan for adequate infrastructure and services. Annexation will promote predictability and encourage investment and development in that area. Annexing the area now, as opposed to annexing in the future, will ensure that future growth is guided by the city's regulations and the conforms to the Unified Development Code.

### **Citizen Comments (Area 1):**

Guy R. Jones, 3530 Hellin Drive, addressed Council stating his concerns of the expense for him to connect with City facilities and pay more taxes. He further stated he owns his property and he does not want the City to take over.

David Gonzales, 4818 ½ Louise Lane, addressed Council stating this is a way the City is securing land to make another nice entrance off of State Highway 288 to create a facade of what the City wants people to see. He stated freedoms are being taken away when a land owner is being told what they can do and cannot do.

Frank Doherty, 4103 Bailey Road, addressed Council stating it was his understanding five years ago that this property would continue to be in the county until County Road 101 is completed. He stated he was born and raised in Pearland and this is a hard thing to take.

Jessica Roe, 3611 Curtis Lane, addressed Council stating she is a mom. She cannot change the world, but she can change her part. She can raise her children to love the Lord, respect the country they live in and be model citizens. She stated her concerns regarding the reason the City is wanting to annex the property is for money. She and her family do not want to move, her children love growing up on the same property their dad grew up on. She urges the governing body to do the right thing.

Mark Silva, 4714 Arnold Drive, addressed Council stating he was disappointed in the Open House. It was a dog and pony show. When the citizens had the floor two Councilmembers walked out. He stated Council is taking the land to help the city budget. The people are getting a raw deal.

Billy Griffin, 7010 Bailey Road, addressed Council stating this is not legal or ethical, it is taking away everything the people have. He is not in favor of this annexation.

Dewana Jones, 3431 Helen Drive, addressed Council stating she has lived in Pearland her whole life. She stated Mr. Rodney Ordeneaux was her 4-H and FFA teacher in school. She further stated she remembers a time Mr. Rodney Ordeneaux told her to be prepared because they will come and take your farm land. She stated that is now happening, the City is trying to take our land. She stated she does not want this annexation or anything from the City.

Cathy Garcia, 3602 Mona Drive, addressed Council stating she is speaking on behalf of herself and her 73 year old mother. She stated the City will not be giving the residents anything that they do not already have. Selling and moving is not an option. Most of the residents are senior citizens and on a fixed income. The residents enjoy their land and their animals. The City is wanting to annex the community so the residents can fund the Bailey Road Project. She stated she cannot understand how City Council has the final vote for annexation when the residents of this community did not vote to put these men on Council. She asked the Councilmembers to take the thoughts of the residents into consideration and vote no for annexation.

Bruce Kirby, 3610 Curtis Lane, addressed Council stating he would like to take the opportunity to apologize for his poor choice of words last week when he stated the Councilmembers were thieves. He stated what he meant was Council's actions are that of thieves. He further stated he moved to his current address to get away from the strife in the City. The City is annexing his property which he will incur thousands of dollars in taxes in the future, which will give him nothing in return except for a promise that maybe his land will be worth more by being in the City of Pearland. He stated he will keep his Manvel mailing address, but will pay Pearland taxes, that does not make sense. Council may have the right to do this, but it is not the right thing to do.

Juanita Vergith, 4055 Bailey Road, addressed Council stating after last week's Council meeting she has been bothered by this annexation. She stated she is thinking about her property on an emotional side and City Council is thinking about the property on the money side. It looks like money is going to win and she does not like that at all.

Earl Shaw, 4811 Louise Lane, addressed Council stating these are his neighbors that are speaking tonight and everyone is very disgruntled about this annexation. He stated if he wants to build a barn or chicken pen, he can do that without pulling a permit. He stated that is why he moved to his current address to get away from the City, and he is not happy with this annexation.

Edwin Curry, 4810 Arnold, addressed Council stating it is nice to see Council because he does not know Council nor did he vote for Council. He stated he bought in a rural area and has lived there for 29 years. He further stated he does not want to incur the debt the City has made. This is not annexation this is an invasion.

David Draper, 4806 Arnold, addressed Council stating his concerns regarding connecting City water and sewer. He asked that everyone in the Council Chambers that is against this annexation to stand.

Robert Byrd, 4802 Arnold Drive, addressed Council stating he agrees with everyone that has spoken against this annexation.

## **Citizen Comments (Area 2):**

Fred Meyer, 16625 North Wayne, addressed Council stating he has two questions. The first question is if there is any type of grandfather clause regarding the residents on a fixed income that are not able to pay for the improvements that go along with annexation. Second, how does the City come up with the boundaries. He further stated he is opposed to this annexation.

Aaron Freedkin, 5522 Bailey Road, addressed Council stating his concerns regarding the annexation. He further stated it does not matter what the residents have to say because the schedule already has a date set for annexation which makes this a puppet event. He stated he does not see anything worth the money the City is offering to annex.

## **Council/Staff Discussion:**

Discussion ensued between Councilmember Moore, City Attorney Darrin Coker and City Planner Frankie Legaux regarding the resident replacing their water well if it goes dry, replacing or repairing a structure that is damaged and how the annexation boundary lines were configured.

Discussion ensued between Councilmember Reed and City Attorney Darrin Coker regarding taxes and a grandfather clause.

Councilmember Ordeneaux thanked everyone for attending the Council meeting and apologized to the ones that stated he belittled them by disagreeing with them. He stated for the last four years he has been on Council he has tried to give his opinion on every item he has voted on. He stated the Extraterritorial Jurisdiction (ETJ) was made up over 40 years ago. He stated the State sets it up for a City to annex property. In a growing area there is a good chance residents will be annexed. Annexation is totally a different process than building roads. As far as who gets the road and who does not is a state law. The City did not set up the rules on annexation. The City is only following the rules that was given to us. He asked the residents to please go talk to their State Representative.

Discussion ensued between Councilmember Hill and Assistant City Manager Trent Epperson regarding the Bailey Road project is a two year construction contract.

Mayor Reid stated Council is working to address the issues they feel the residents need and want. He stated he understands when sometimes it does not feel like the changes that are happening in the City do not always fit the citizens. He stated he appreciates the residents participating and expressing themselves.

Meeting was adjourned at 7:48 p.m.

Minutes approved as submitted and/or corrected this the \_\_\_\_\_ day of \_\_\_\_\_,  
A.D., 2016.

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Tom Reid  
Mayor

ATTEST:

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Young Lorfing, TRMC  
City Secretary



obtained from the Hughes Ranch Road Expansion project, also being designed by the same consulting firm.

The Professional Engineering Services contract with Brown & Gay Engineers consists of Basic Design Services and Traffic Control plans, on a lump sum basis, totaling \$43,767.00 (6% of estimated construction costs), and includes the Preliminary and Final Engineering services. Bid and Construction Phase services are proposed at an hourly not to exceed amount totaling \$13,535.00. Reimbursable expenses for reproduction and mileage total \$1,171. The total of all fees is \$58,473.00. These fees reflect a total of 8% of estimated construction costs.

Attached is a proposal from Brown & Gay Engineers in the total amount of \$58,473.00. Brown & Gay Engineers has a long standing relationship with the City and has performed well on previous projects such as the SH 35 water line and the Tom Bass Park/Fellows Loop water line design. As noted above, Brown & Gay performed the Hughes Ranch Road design and is intimately familiar with the corridor.

#### **BID AND AWARD**

N/A

#### **SCHEDULE**

The contract schedule includes 6 months to complete the preliminary and final design and 2 months for bidding and approval. The preliminary engineering design is estimated to be completed in the first quarter of 2016. The final design will follow and is estimated to be complete late in the second quarter of 2016.

#### **POLICY/GOAL CONSIDERATION**

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

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

Year	To Date	2017	2018	2019	2020	Total
<b>Budget</b>	<b>\$ 585,000</b>	<b>\$ 616,000</b>				<b>\$ 1,201,000</b>
Prior Expenditures						
PER						-
Land/ROW						-
Design/Survey						-
Construction						-
FF&E						-
<b>Current Request</b>	<b>\$58,473.00</b>					
						-
Future Expenditures						
PER						-
Land/ROW						-
Design/Survey						-
Construction	526,527	616,000				1,142,527
FF&E						-
<b>Total Expenditures</b>	<b>\$ 585,000</b>	<b>\$ 616,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,142,527</b>
<b>Remaining Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 58,473</b>

Debt Sold						
Debt to Be Sold	585,000	616,000				
<b>Annual Debt Service</b>		<b>58,500</b>	<b>120,100</b>	<b>120,100</b>	<b>120,100</b>	

**O&M IMPACT INFORMATION**

There is no anticipated impact to the Operations and Maintenance Budget.

Year	2016	2017	2018	2019	2020
Operation and Maintenance Costs	\$ -	\$ -	\$ -	\$ -	\$ -

**RECOMMENDED ACTION**

Staff recommends that Council approve the proposal and award a professional services contract to Brown and Gay Engineers for the Hughes Ranch Road West Water Line project in the amount of \$58,473 and authorize the City Manager to execute the agreement.

## CONTRACT FOR PROFESSIONAL SERVICES

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

The CITY engages the CONSULTANT to perform professional services for a project known and described as Hughes Ranch Rd West 12 inch Water Line Improvements (from CR 94 to Cullen Parkway) ("PROJECT"). (Project #WA1602)

### SECTION I - SERVICES OF THE CONSULTANT

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

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

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

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

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

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

**SECTION II - PERIOD OF SERVICE**

This CONTRACT will be binding upon execution and end 10 months after the Notice to Proceed is issued.

**SECTION III - CONSULTANT'S COMPENSATION**

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

1. Preliminary and Final Design Phases (Lump Sum)	<u>\$36,451.00</u>
2. TCP (Lump Sum):	<u>\$7,316.00</u>
3. Bid Phase Services (Hourly Not to Exceed)	<u>\$2,960.00</u>
4. Construction Phase Services (Hourly Not to Exceed)	<u>\$10,575.00</u>
5. Reimbursable Expenses (Not to Exceed)	<u>\$1,171.00</u>
6. Total:	<u>\$58,473.00</u>
- C. The CITY shall make payments to the CONSULTANT within thirty (30) days after receipt and approval of a detailed invoice. Invoices shall be submitted on a monthly basis.

#### **SECTION IV - THE CITY'S RESPONSIBILITIES**

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

#### **SECTION V - TERMINATION**

- A. The CITY, at its sole discretion, may terminate this CONTRACT for any reason - - with or without cause -- by delivering written notice to CONSULTANT personally or by certified mail at 10777 Westheimer, suite 400, Houston, Texas 77042. Immediately after receiving such written notice, the CONSULTANT shall discontinue providing the services under this CONTRACT.
- B. If this CONTRACT is terminated, CONSULTANT shall deliver to the CITY all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by the CONSULTANT under the CONTRACT, entirely or partially completed, together with all unused materials supplied by the CITY on or before the 15<sup>th</sup> 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.

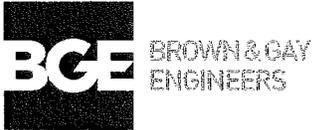
\_\_\_\_\_  
CITY OF PEARLAND, TEXAS

\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
CONSULTANT

Jim JOHNSON

12/21/15  
\_\_\_\_\_  
DATE



December 18, 2015

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

Re: WA1602: Hughes Ranch Rd West 12 inch Water Line Improvements (from CR94 to Cullen Parkway)

Dear Ms. Brinkley:

We are pleased to submit this proposal to provide professional engineering services for preliminary design, final design and construction phase services for the proposed water line improvement along Hughes Ranch Road.

#### **BACKGROUND INFORMATION**

The City of Pearland (the "City") has acquired water line facilities through annexation of Southdown Subdivision and areas in the vicinity. It is the City's desire to make water line improvements, which included extending and upsizing the water line, prior to beginning roadway widening work along Hughes Ranch Road. The water line improvements will create a continuous water line, improving service by connecting existing water lines acquired through annexation.

#### **SCOPE OF SERVICES**

A scope of services has been discussed with the City and is attached as Exhibit A. Brown & Gay Engineers ("BGE") will perform design and construction phase services. Geotechnical borings were performed under separate contract for the roadway improvements; thus, geotechnical services are not included in this fee proposal.

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

1. Provide waterline size.
2. Obtain the required Right-of-Way and/or easement for the proposed water line.

#### **FEES**

The total fee of these services is proposed as \$58,473. The Preliminary and Final Design Phases will be invoiced on a lump sum basis. The Bid Phase and Construction Phase Services will be invoiced on an hourly not to exceed basis. A breakdown of the fee is included as Exhibit B.

Ms. Andrea Brinkley  
City of Pearland  
December 18, 2015  
Page 2

**SCHEDULE**

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Johnson". The signature is written in a cursive, flowing style.

Jim Johnson, PE  
Sr. Project Manager

EXHIBIT A



UTILITIES SCOPE OF SERVICES

FOR

Hughes Ranch Road West 12 Inch Water Line Improvements

WA 1602

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

**Preliminary Design Phase Services**

1. Data Collection
  - a) Attend Design Kick-Off meeting with City.
    - i. Review City informational resources and make arrangements to obtain these.
    - ii. Discuss objectives of project and adjacent projects.
  - b) Procure such additional data as required through other services and/or sub consultants.
  - c) Survey (topo) info
    - i. Same datum will be used from Hughes Ranch Road (CR 403) Design Update project (Project #TR1201).
    - ii. Utilize the topographic information from Hughes Ranch Road project to develop plan and profiles sheets.
  - d) No Geotechnical service be perform under this contract. The geotechnical information will be obtain from Project #TR1201.
  - e) Environmental is not included.
2. Prepare and Submit 30% level documents consisting of, but not limited to:
  - a) Proposed construction methodology and materials.
  - b) Cost estimate with 15% contingency.
  - c) 30% Plans consisting of Plan & Profile Topographic Survey from Hughes Ranch Road with parcel data along the proposed water line alignment and connection points. Water line alignment will extend as follows:
    - i. Smith Ranch Rd to South Hampton.
    - ii. North Hampton to Sterling Ln.
    - iii. Linda Ln to Cullen Parkway.

- d) Review, consolidate and prepare written response to City's review committee.
- 3. Prepare traffic control plans meeting City of Pearland criteria
  - a) Initial traffic control plans shall be submitted at the 60% submittal.
  - b) Traffic control plans shall be prepared using City of Pearland's criteria. TxDOT review and approval effort is not included and is not anticipated for this project.
  - c) Plans shall generally consist of one lane closure during working hours, with detours.

### **Design Phase Services**

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

### **Bid Phase Services**

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

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

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

### **Construction Phase Services**

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

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

**Definition:**

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



**EXHIBIT B  
SUMMARY OF FEE**

**Pearland - Hughes Ranch Road Water Line Improvements  
CIP Project WA 1602**

Task	Compensation				
	Lump Sum	Hourly Not to Exceed	TCP	Expenses	Total
30% Design	\$14,030	\$0	\$7,316	\$321	\$21,666
Survey (see breakdown below)	\$0	\$0	\$0	\$0	\$0
Final Design (includes 60%, 90% 100% submittals)	\$22,421	\$0	\$0	\$500	\$22,921
Bid Phase	\$0	\$2,960	\$0	\$0	\$2,960
Construction Phase Services	\$0	\$10,575	\$0	\$350	\$10,925
<b>Total - Project</b>	<b>\$36,451</b>	<b>\$13,535</b>	<b>\$7,316</b>	<b>\$1,171</b>	<b>\$58,473</b>

Survey	
Survey (Design survey ) (obtain from Hughes Ranch Rd project)	\$0
Abstracting	\$0
<b>Total</b>	<b>\$0</b>

Add Services	
(None)	\$0
BGE Markup	\$0
<b>Total</b>	<b>\$0</b>

**Pearland - Hughes Ranch Road Water Line Improvements  
CIP Project WA 1602**

**30% Design**

**Total Linear Feet : 5,320 LF**

	Principal \$189	Project Manager \$163	Senior Engineer \$146	Staff Engineer \$120	Graduate Engineer \$87	CADD Technician \$98	Admin Assistant \$0	
<b>Project Management</b>								
Project Initiation / Kick-off Meeting		4	0	0		0	0	\$650
Inter Agency Coordination: HC, HCFC, DD4		1	0	4		0	1	\$641
Monthly Project Review		4	0	2		0	0	\$889
Submit Progress Reports		4	0	2		0	0	\$889
Subcontract Management		2	0	0		0	0	\$325
							Subtotal	\$3,395

<b>30% Design</b>								
Site Visit			3	3		0	0	\$798
Research Utilities & Prepare Base Maps		0	0	8		1	0	\$1,055
Cover Sheet		0	0	1		2	0	\$315
Drawing Index & Legend Sheet		0	0	2		4	0	\$629
Overall Layout Sheets		0	4	6		12	0	\$2,473
Water Line Alignment and Profile @ 1"=40' (6 Sheets)		2	4	8		20	0	\$3,817
Quantity Take-off & Cost Estimate		0	1	4		0	0	\$625
Submit 30% Drawings		0	0	1		0	0	\$120
Respond to City Comments		2	0	4		0	0	\$804
							Subtotal	\$10,635

**Subtotal BGE Lump Sum 30% Design \$14,030**

<b>Survey</b>								
Survey (Will utilize Hughes Ranch Road survey information )								\$0
Survey Control Map Sheet								\$0
Abstracting								\$0
							Subtotal	\$0

**Subtotal BGE Lump Sum Survey \$0**

<b>Traffic Control Plans</b>								
Traffic Control Sheets (2 sheets)		4	0	16	0	16	0	\$4,125
Detours (1 sheet)		2	0	8	0	8	0	\$2,062
Review / Approvals		4	0	4	0	0	0	\$1,129
							Subtotal	\$7,316

**Subtotal Traffic Control Plans \$7,316**

<b>Expenses</b>								
Reproduction Cost								\$100
Deliveries								\$221
							Subtotal	\$321

**Subtotal Expenses \$321**

<b>Totals</b>	0	29	12	73	0	63	1	<b>\$21,666</b>
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**Pearland - Hughes Ranch Road Water Line Improvements  
CIP Project WA 1602**

**Final Design Services + Bid Phase**

**Total Linear Feet: 5,320 LF**

	Principal \$189	Project Manager \$163	Senior Engineer \$146	Staff Engineer \$120	Graduate Engineer \$87	CADD Technician \$98	Admin Assistant \$0	
<b>Project Management</b>								
Project Initiation / Kick-off Meeting		0	0					\$0
Inter Agency Coordination		0	0					\$0
Monthly Project Review		4	4					\$1,235
Submit Progress Reports		0	0					\$0
Subcontract Management		0	0					\$0
							Subtotal	\$1,235

<b>60% Design Submittal</b>								
Cover Sheet		0	0	0		1	0	\$98
Drawing Index & Legend Sheet		0	0	1		1	0	\$217
Overall Layout Sheets		2	1	2		8	0	\$1,491
Water Line Alignment and Profile (6 Sheets)		2	4	4		36	0	\$4,899
Detail Sheets		1	6	6		8	0	\$2,538
Prepare Specifications		1	6	10		0	8	\$2,237
Constructability & QC review		1	1	0		0	0	\$309
							Subtotal	\$11,787

<b>90% Design Submittal</b>								
Incorporate Geo-tech Boring Locations		0	0	1		1	0	\$217
Quantity Take-off & Cost Estimate		1	2	6		6	0	\$1,758
Incorporate Comments from 60% COP + Utilities		1	2	6		8	1	\$1,953
Edit Specifications		1	1	2		0	1	\$548
Agency Plan Approvals		4	4	16		2	0	\$3,345
Site Visit		0	0	0		0	0	\$0
Constructability & QC review		1	1	0		0	0	\$309
							Subtotal	\$8,130

<b>100% Design Submittal</b>								
Incorporate comments and design modifications		1	0	1		2	0	\$477
Revise Cost Estimate & Qty Take-off		0	1	1		1	0	\$363
Upgrade Specifications		1	1	1		0	1	\$428
Coordination for SWPPP		0	0	0		0	0	\$0
Site Visit		0	0	0		0	0	\$0
Constructability & QC review		0	0	0		0	0	\$0
							Subtotal	\$1,269

**Subtotal BGE 60%, 90%, 100% Lump/Sum Design \$22,421**

<b>Bid Phase Support</b>								
Prepare e-bid documents to City		1	0	1		0	0	\$282
Chair Pre-Bid Meeting		2	2	0		0	0	\$618
Prepare Addendums		1	0	1		0	2	\$282
Bid-tab preparation and analysis		2	0	2		0	1	\$564
City Council meeting for const award		4	0	0		0	1	\$650
Prepare Contract Docs		2	0	2		0	4	\$564
							Subtotal	\$2,960

**Subtotal BGE Hourly Not To Exceed Bid Phase Support \$2,960**

<b>Expenses</b>								
Reproduction Cost								\$250
Deliveries								\$250
							Subtotal	\$500

**Subtotal Expenses \$500**

**Totals 0 33 36 63 0 74 19 225 \$25,881**

**Pearland - Hughes Ranch Road Water Line Improvements  
CIP Project WA 1602**

**Construction Phase Services (6 Months Construction Duration)**

	Principal \$189	Project Manager \$163	Senior Engineer \$146	Staff Engineer \$120	Graduate Engineer \$87	CADD Technician \$98	Admin Assistant \$0	
<b>Project Admin. &amp; Management</b>								
Project Management		0	0	0		0	0	\$0
<b>Construction Engineering and Administration</b>								
Pre-Construction Meeting		3	0	3		0	0	\$846
Progress Meetings		0	0	18		0	0	\$2,154
Site Visits & Monthly Reports		0	4	18		0	10	\$2,739
RFI Response		0	1	10		0	2	\$1,343
Submittal Review		0	4	1		0	0	\$705
Substantial Completion Inspection		0	4	4		0	0	\$1,064
Final Completion Inspection		0	4	2		0	0	\$824
Record Drawings		0	0	1		8	0	\$900
							Subtotal	\$10,575

**Subtotal BGE CPS Hourly Not To Exceed \$10,575**

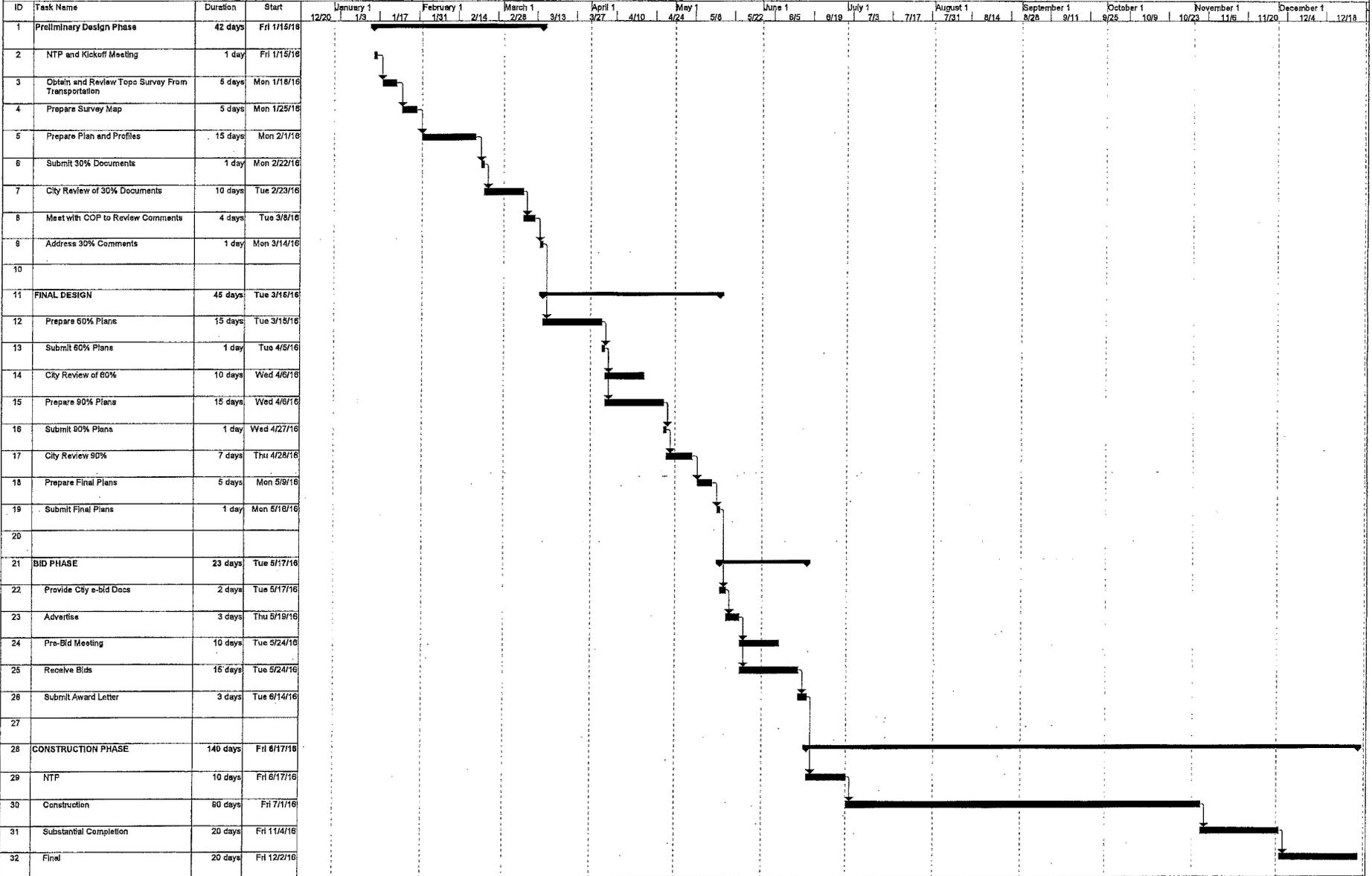
<b>Expenses</b>	
Construction Staking	\$0
Reproduction Cost	\$0
Mileage (35/trip x 10 trips)	\$350
Subtotal	\$350

**Subtotal Expenses \$350**

<b>TOTALS</b>	0	3	17	57	0	8	12	97	\$10,925
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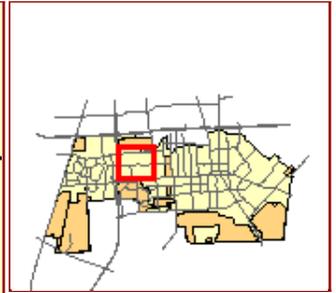
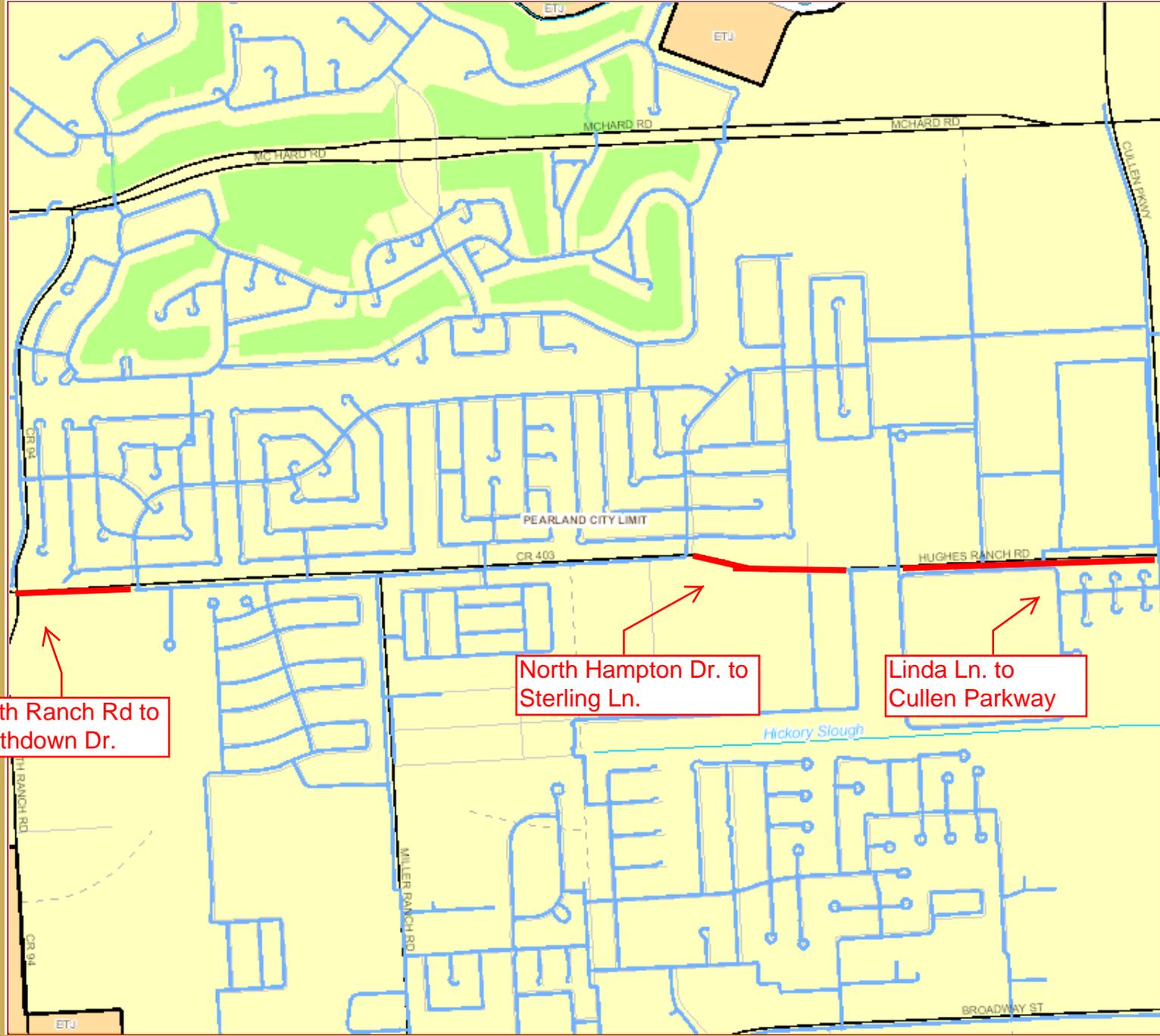
**Exhibit D  
City of Pearland  
Hughes Ranch Road Water Line Improvements**



Project: 20151208\_Schedule\_rev2.mpp  
Date: Tue 12/8/15

<b>Task</b>		<b>Project Summary</b>		<b>Inactive Summary</b>		<b>Manual Summary</b>		<b>External Milestone</b>	
<b>Split</b>		<b>External Tasks</b>		<b>Manual Task</b>		<b>Start-only</b>		<b>Progress</b>	
<b>Milestone</b>		<b>External Milestone</b>		<b>Duration-only</b>		<b>Finish-only</b>		<b>Deadline</b>	
<b>Summary</b>		<b>Inactive Milestone</b>		<b>Manual Summary Rollup</b>		<b>External Tasks</b>			

# Hughes Ranch Rd. West Water Line



Segments of Water Line to be constructed

Smith Ranch Rd to Southdown Dr.

North Hampton Dr. to Sterling Ln.

Linda Ln. to Cullen Parkway



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

Scale 1:15,133  
1 in = 1,261 ft  
December 27, 2015



**RESOLUTION NO. R2016-2**

**A Resolution of the City Council of the City of Pearland, Texas, authorizing a contract for professional services associated with the Hughes Ranch Road West Water Line Project, with Brown and Gay Engineers, in the amount of \$58,473.00.**

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

**Section 1.** That certain contract for professional services associated with the Hughes Ranch Road West Water Line Project, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes, is hereby authorized and approved.

**Section 2.** That the City Manager or his designee is hereby authorized to execute and the City Secretary to attest a contract for professional services for associated with the Hughes Ranch Road West Water Line Project.

PASSED, APPROVED and ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2016.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

<b>AGENDA OF:</b>	January 11, 2016	<b>ITEM NO.:</b>	R2016-03
<b>DATE SUBMITTED:</b>	December 31, 2015	<b>DEPT. OF ORIGIN:</b>	Finance
<b>PREPARED BY:</b>	Rick Overgaard	<b>PRESENTOR:</b>	Rick Overgaard
<b>REVIEWED BY:</b>	Jon R. Branson	<b>REVIEW DATE:</b>	January 4, 2016
<b>SUBJECT: Resolution No. R2016-03</b> – A Resolution of the City Council of the City of Pearland, Texas, renewing a contract for delinquent revenue collections services with NRA Group, LLC, for a one year period.			
<b>EXHIBITS:</b>	Resolution 2016-03 Exhibit A - Rate Exhibit B - Examples of Revenue Collected, excerpt from Proposal Exhibit C - Scope of Work, excerpt from Proposal		
<b>FUNDING:</b>	<input type="checkbox"/> Grant <input type="checkbox"/> Bonds To Be Sold	<input type="checkbox"/> Developer/Other <input type="checkbox"/> Bonds- Sold <input type="checkbox"/> L/P – Sold	<input type="checkbox"/> Cash <input type="checkbox"/> L/P – To Be Sold
<b>EXPENDITURE REQUIRED:</b>	N/A	<b>AMOUNT BUDGETED:</b>	N/A
<b>AMOUNT AVAILABLE:</b>		<b>PROJECT NO.:</b>	
<b>ACCOUNT NO.:</b>			
<b>ADDITIONAL APPROPRIATION REQUIRED:</b>			
<b>ACCOUNT NO.:</b>			
<b>PROJECT NO.:</b>			
<b>To be completed by Department:</b>			
Finance	X Legal	Ordinance	X Resolution

**EXECUTIVE SUMMARY**

**BACKGROUND**

The City awarded a bid to NRA Group LLC dba National Recovery Agency for revenue collection services on January 28, 2013. The agreement is for a two (2) year fixed priced contract with three (3) one-year renewal options. The scope of the services includes not only EMS collections, but also other City revenue collections such as active

and terminated utility billing accounts, alarm fees, high weeds, property damage, and parks & recreation in order to maximize the contract and collect on other accounts in the City. A full description of City account types included under this agreement, as stated in an Appendix to the RFP specifications, is excerpted and attached hereto as Exhibit B. The collection of delinquent Property Taxes and Court Fines are excluded from this solicitation as these collections are handled via another contract to ensure the requisite expertise in Texas statutes governing property tax and court collections is met.

While the City wants to maximize collections, it is imperative that this objective be achieved without negative exposure to the City and with careful consideration of consumer's rights. The City of Pearland is committed to excellent customer service whether service provided directly by employees or others on behalf of the City.

### **SCOPE OF CONTRACT**

The scope of the contract includes collections, accounting, remittance and payments, and reporting. In order to achieve the highest rate of recovery possible, collection procedures include mailings, telephone calls, skip tracing, and other responsible and lawful steps available to contact the debtor. The firm abides by the Federal Fair Debt Collection Practice Act, the Texas Debt Collection Act, along with any other federal or state laws and adheres to the highest legal, ethical, and professional standards.

Payment options include check, credit card by telephone and other electronic payment options such as web-site. NRA has the ability to service accounts in languages other than English. The scope of the contract also includes the maintenance of complete and accurate records of all transactions, reporting, and complaint activity.

A more detailed scope of work can be found in Section III of the RFP specifications, which is excerpted and attached hereto as Exhibit C. The contract is for a two (2) year fixed priced contract with three (3) one-year renewal options.

### **BID AND AWARD**

#### **SCHEDULE**

Contract will continue from 2/02/2016 through 2/01/2017.

#### **POLICY/GOAL CONSIDERATION**

Pursuant to the Financial Management Policy Statements, the City shall follow an aggressive, consistent, yet reasonable approach to collecting revenues to the fullest extent allowed by law for all delinquent taxpayers and other overdue payments to the City. This contract shall further our endeavors toward meeting this policy statement.

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

Texas Statute of Limitations on Debt Collections is four (4) years. Below are the amounts that have been sent to NRA Group for collection, along with the amounts they have collected.

	<b>Sent to</b>	<b>Amount</b>	
	<b>Collections</b>	<b>Collected</b>	<b>% Collected</b>
EMS	\$ 5,378,852	\$ 146,752	2.7%
Utility Billing	183,508	7,011	3.8%
Alarms	142,325	37,685	26.5%
Property Damage	7,341	-	0.0%
Parks & Rec	9,968	4,399	44.1%
	<u>\$ 5,721,995</u>	<u>\$ 195,847</u>	3.4%

If the City or NRA Group can collect on any of these accounts, it would be better than not collecting on anything at all. The City has a procedure in place where current past due accounts are turned over immediately making collection of the account more feasible.

## **O&M IMPACT INFORMATION**

There is no expenditure impact on the budget as the Firm gets paid a flat 18% of what they collect. This would be netted against the revenues collected.

## **RECOMMENDED ACTION**

City Council consideration and approval of Resolution No. R2016-03 renewing a contract for delinquent revenue collection services with NRA Group, LLC, for a one year period.

**RESOLUTION NO. R2016-3**

**A Resolution of the City Council of the City of Pearland, Texas, renewing a contract for delinquent revenue collection services with NRA Group, LLC, for a one year period.**

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

**Section 1.** That the City previously awarded a contract to NRA Group, LLC, for delinquent revenue collection services.

**Section 2.** That the City Council hereby renews a contract with NRA Group LLC, dba National Recovery Agency, in the rate amount reflected in Exhibit "A", attached hereto in.

**Section 3.** The City Manager or his designee is hereby authorized to execute a contract for delinquent revenue collection services.

PASSED, APPROVED and ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2016.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**ATTACHMENT A  
COMPENSATION FOR COLLECTION SERVICES**

As stated under Tab I, Compensation should be based on fixed percentage of collections, not a fixed fee per item. Fee should be all inclusive of costs.

Contractor shall indicate in detail in the space provided on this form their compensation for the various types of accounts:

<u>Type Of Account</u>	<u>% Fee</u>
Active Garbage/Sewer Accounts	18%
Terminated Utility Billing Accounts	18%
EMS/Ambulance Billing	18%
Alarm Fees	18%
HighWeeds/Grass Accounts	18%
City Property Damage	18%
Parks & Recreation	18%

Additional Fees for Services Described Under Tab F: (please identify below any additional compensation requirements, if required).

None

If the City should retain the right to recall any accounts assigned to the Contractor without penalty or charge, what would the fees be for each account type.

<u>Type Of Account</u>	<u>% Fee</u>
Active Garbage/Sewer Accounts	18%
Terminated Utility Billing Accounts	18%
EMS/Ambulance Billing	18%
Alarm Fees	18%
HighWeeds/Grass Accounts	18%
City Property Damage	18%
Parks & Recreation	18%

The City shall have the right to recall and account at any time for whatever reason -- at no charge. Fees proposed are all inclusive of the services in which NRA Group provides.

List any other type of fees, if applicable. If not listed and included as part of the Contractor proposal, fee would not apply to Contract.

NRA Group proposes a 33% fee for litigation.

Fees should include any distinction regarding those accounts that may lend itself to legal action, versus those not requiring legal action.



---

Signature

**President/CEO**

---

Name and Title

**NRA Group, LLC**

---

Company

**11/20/2012**

---

Date

## Exhibit "B"

### APPENDIX TYPES OF CITY BILLINGS FOR COLLECTIONS

#### Active Garbage and Sewer Only Accounts

The City bills approximately 30,000 accounts monthly for water, sewer and garbage services. Most accounts receive water from the City and upon delinquency the City does cut-off water for non-payment, then being able to collect delinquent amounts for not only water, but for sewer and garbage as well. However, there are a few accounts where water service is not provided by the City and the collection of garbage and/or sewer service is more difficult.

#### *Garbage Only Accounts*

At this time there are 252 active or current accounts owing \$32,562.29.

#### *Sewer Only Accounts*

At this time there are 30 active or current accounts owing \$14,119.89.

The City would like to submit accounts for collection after 120 days past due. There may be several accounts with balances that have accumulated over many years since the City cannot perform cut-off procedures. Contractor and City would mutually decide on a minimum balance owed that would be forwarded for collections. Collection account information would be sent monthly to Contractor by City.

#### Terminated Utility Accounts

The City bills for water, sewer and garbage services for approximately 30,000 accounts monthly. In addition to penalty and interest, the City's collection efforts include payment plans, notice of and service shut-off, recording liens on non-homesteaded property and notice to credit bureau on those accounts approved annually by City Council. For residential rental property, the property owner is held liable for any unpaid bills.

The City also collects a security deposit upon opening of a new account. When an account terminates service, the security deposit is used against any balance owed and any additional amounts due are billed to the account. The City does use its own collection efforts to collect these amounts however there are accounts each year that are left owing monies.

Below is a summary of terminated accounts:

<i>Year</i>	<i>Number of Accounts</i>	<i>Total Amount Owed</i>
2000 – 2006	2,368	\$554,845.27
2007	334	\$ 47,185.17
2008	276	\$ 38,702.00
2009	288	\$ 37,658.93
2010	154	\$ 16,802.05
2011	39	\$ 8,144.68
2012	75	\$ 7,797.80

The City would like to submit terminated accounts to the Contractor that are 120 past due. Contractor and City would mutually decide on a minimum balance owed that would be forwarded for collections as well as ages of accounts that would be sent for collections. Collection account information would be sent to the Contractor monthly by the City.

**EMS/Ambulance Billing**

The City currently contracts the billing and collection of EMS/Ambulance billings to a third party, Digitech. Digitech will write-off claims and submit to collections, if applicable, based on the earliest of Digitech’s determination that the amount is uncollectible or 120 days from first invoice, if the billing company is not able to collect from submission to insurance companies, federal programs, or patients. Non-resident billings are forwarded for collection. The City does not pursue or make additional collection efforts for resident amounts owed and these amounts are written-off.

This contract contemplates that the successful Contractor would receive non-resident accounts for amounts owed after 120 days. Collection account information would be sent to the Contractor via the City’s EMS billing firm.

The current EMS sub-contracted delinquent collection company will have until April 24, 2013 to pursue collections on billings prior to December 16, 2012. At that point in time, all open accounts will be returned to City and subject to new Contract collections.

Below is a summary of accounts that were sent to collections for EMS/Ambulance Billing in the past:

<i>Year of Service</i>	<i>Number of Accounts</i>	<i>Amount Sent to Collections</i>
2006	96	\$138,836.16
2007	447	\$800,358.35
2008	325	\$526,241.70
2009	188	\$265,013.69
2010	125	\$212,059.47
2011	25	\$ 42,625.33

ALL LAWS REGARDING HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) MUST BE FOLLOWED REGARDING AMBULANCE BILL COLLECTIONS

**Alarm Permits and False Alarm Fines**

The City requires that every monitored alarm system (residential or commercial) be permitted. Residential permit fee is \$15.00 and commercial permit fees are typically \$30.00 and the amount of permit fee is based on type of system, ie: burglary, hold-up/panic, etc.

Per City Ordinance, the City grants 3 false alarms per year, then charges for each false alarm thereafter as follows:

	<u>Residential Burglar</u>	<u>Commercial Burglar</u>
1 – 3	Free	Free
4 <sup>th</sup> -5 <sup>th</sup>	\$50.00 each	\$50.00 each
6 <sup>th</sup> & 7 <sup>th</sup>	\$75.00 each	\$75.00 each
8 <sup>th</sup> or more	\$100.00 each	\$100.00 each

	<u>Residential Hold-Up</u>	<u>Commercial Hold-Up</u>
1-2	Free	Free
3 <sup>rd</sup>	\$50.00 each	\$100.00 each
4 <sup>th</sup>	\$75.00 each	\$200.00 each
5 <sup>th</sup> or more	\$100.00 each	\$300.00 each

There are also fees for fire false alarms.

The anniversary date of the alarm permit resets the annual billing for the false alarm fines. This Ordinance was adopted with an effective date of May 2009. The City can and will follow through on collections via municipal court, however for accounts who are no longer in business, no longer reside at that address or who no longer have an active alarm system, other collection means are necessary. These types of accounts would be sent to the Contractor to collect. At this time, number of accounts and dollar magnitude of what is owed is not available.

### **High Weeds/Grass and Demolition Billing**

City Ordinances requires the City to abate nuisances, such as high weeds/grass, junk vehicles and buildings. Property owners are notified and if the owner does not abate the nuisance, the City does. These types of costs to the City can be filed as a lien against the property and the City has done that in the past. When the property is sold, the debt may be collected at the time of sale.

The City will begin billing directly to the property owner these costs and would like to submit to the Contractor invoices that are over 90 days past due.

For the City's fiscal year 2012, the City abated thirteen (13) properties totaling \$4,075.00 in costs.

### **City Property Damage Billings**

City Property can be damaged by others through a variety of ways, but mainly due to accidents. The City does bill and recoup costs through insurance carriers, however there are instances where there is no insurance information provided or the insurance does not provide coverage. In those instances, the City bills directly to recoup costs.

The City would like to submit those billings that are 120 days past due for collections. These types of billings will be few and are summarized over the last three years.

<u>Year</u>	<u>Number of Accounts</u>	<u>Amount</u>
2010	2	\$2,074.00
2011	1	\$ 800.00
2012	5	\$3,373.04

**Park Billings**

The City Park's Departments bills for memberships to the Recreation Center/Natatorium and for programs/classes. From 2000 – June 2012, there are approximately 438 delinquent or no-longer active accounts owing a balance of \$32,033.

City would submit these accounts for collection, with age and dollar amount due to be determined between City and Contractor.

## Exhibit "C"

### SECTION III – SCOPE OF WORK

The scope of Work is to be used as a general guideline and is not intended to be a complete list of all work necessary to complete the project. The City reserves the right to make changes to the scope of services as referenced herein. No assignment, alteration, change or modification of the terms of the contract shall be valid unless made in writing and agreed to by both parties. The Contractor shall commence no additional work or change the scope of the services unless authorized in writing by the City. The Contractor shall make no claim for additional compensation in the absence of an amendment of the contract executed by both parties.

#### Collection Specifications

1. The City will place accounts for collections. The description of these billings and outstanding amounts is outlined in the Appendix.
2. The Contractor shall accept accounts placed by the City under terms of this agreement and will use its best efforts to collect said accounts utilizing means that are legal, ethical, necessary, and proper with the highest level of customer service.
3. The City shall review and have final editorial approval of all printed formats of collection notices and telephone scripts used by the Contractor for collection of past due accounts.
4. The City plans to place delinquent accounts immediately. Other accounts may be placed through-out the calendar year as they become delinquent. The number and type of accounts referred to Contractor shall be solely within the discretion of the City. Further, the City shall make its own effort at collection and written demands prior to turnover.
5. Accounts will be assigned by means of electronic transmission, electronic file, hard copy or in writing. The assignment will include the following information, if available:
  - a. Name (s)
  - b. Last known address
  - c. Last known phone number
  - d. Type of Account
  - e. Unpaid balance outstanding
  - f. Social Security number, if available, only on Utility Accounts
  - g. Driver's License number, if available, only on Utility Account
  - h. Customer Account Identifiers – City account identifiers
6. The Contractor shall service accounts in languages other than English.
7. The Contractor shall attempt, through collection procedures, to achieve the highest rate of recovery possible. Contact attempts shall include mailings, utilizing skip tracing, and/or other responsible and legal steps to contact the debtor. Methods used shall be noted by the contractor.
8. The Contractor agrees to return to the City, at no charge, accounts referred by mistake. The City will not knowingly refer any accounts where the account is under bankruptcy. Contractor should have the capabilities to research for bankruptcies.
9. The City shall pay no fee to the Contractor when the balance due has been reduced resulting from City action, such as application of a refund, security deposit, or account adjustment. Also, no fee will be paid based upon a collection resulting from the City receiving payment due to a customer refinancing or selling their home when a lien of any amount was in place.

10. The Contractor shall provide routine, detailed account information to the City each month and shall provide summary information to the City as required in a format mutually agreed upon.
11. The City shall provide the contractor with information on payments made directly to the City on accounts assigned to the contractor and will pay the collection fee on these amounts.
12. Accounts may not be compromised by the Contractor; reductions must be pursuant to written approval from the City on a case by case basis.
13. Contractor shall submit any disputed amounts with information or notes made during collections to the City for further review and research before continuing with the collection process.
14. All data made available to the Contractor by the City are and remain the property of the City and must be treated as confidential information. Health Insurance Protection and Accountability Act laws (HIPAA) apply to EMS accounts. All listings, which may reveal names or identification number of individuals, if not returned to the City, must be properly destroyed so as to keep such information confidential.
15. The Contractor shall ensure that no employee of the Contractor shall represent themselves as an employee of the City, representative of the Court, or any law enforcement agency. All representation shall be as an employee of the Contractor.
16. The Contractor shall not initiate legal proceedings on any account without prior written authorization by the City.
17. The Contractor shall not engage the services of any person employed by the City without written consent of the City.
18. The contractor shall be responsible for obtaining all required permits, licenses, and bonding to comply with pertinent regulations, municipal, county, state, and federal laws.
19. Records developed as part of this agreement are City records and subject to access, scheduling and disposition approved by the City.
20. The Contractor shall not, under any circumstances, use any threats, intimidation, or harassment of the debtor in the collection of said accounts; nor shall the Contractor violate any guidelines as may be established by Federal and State law.
21. Any billing or follow-up interventions performed by the City on behalf of the Contractor will result in a reduced commission fee.

### **Accounting, Remittances and Payments**

22. The Contractor shall maintain complete and accurate records of collection service transactions in accordance with accepted industry accounting practices, and shall keep in a safe place all financial records and statements pertaining to the collection agency service operations for the City for a period of five (5) years from the close of each year's operations.
23. Contractor is to maintain separate files for each account for inspection purposes. All records pertaining to the operation of this collection service shall, upon reasonable notice, be open for inspection and/or audit by the City at any or all reasonable times.
24. All payments shall be made directly to the Contractor. The Contractor shall be responsible for any insufficient fund checks accepted by the Contractor.
25. Accepting and processing credit card payments via telephone for Visa and Mastercard is a minimum requirement. The contractor is responsible for all costs associated with credit card payments, including but not limited to the merchants discount fees.
26. Contractor must be able to accept electronic payments from debtors. The cost for this service is the responsibility of the contractor.

27. The selected Contractor must provide proof of PCI (Payment Card Industry) compliance and maintain compliance through term of contract.
28. Contractor shall pay for all costs involved in the collection of the assigned accounts.
29. The Contractor's accounting control and records of reported collections shall be used as the basis to verify charges payable to the contractor.
30. The Contractor shall properly process all payments before the end of the same business day.
31. The Contractor shall put in place safeguards to ensure against employee embezzlement/fraud and regularly monitor employees to avoid the potential problem of an account owner's credit card or identity being stolen or misused.
32. The Contractor shall remit to the City all gross collections based on a monthly reporting period beginning on the 1<sup>st</sup> day of the month and ending on the last day of each month. The Contractor shall remit gross collections to the City no later than the 7<sup>th</sup> day of each month for the previous month collections.
33. Contractor shall submit invoice on a monthly basis along with a monthly statement listing the account numbers, names, dollar amount collected and collection fee of all payments received by the City. Invoice should be sectioned according to account type with sub-totals and total dollar amounts. The dollar amount collected should tie to collections received by the City. City shall have 30 days to remit payment.
34. The City may withhold payment for reasons including but not limited to: disputed work, third party claims filed or evidence that a claim will be filed; job performance; defective work or other reasonable cause.
35. Contractor shall maintain a disaster recovery plan to protect the City receivables and confidentiality of the information contained therein.
36. On request of the City, the Contractor shall meet with the City to review each invoice, explain charges, discuss problems and mutually agree on course of action which may be required to provide improved control and/or service.

## **Reporting**

37. Contractor shall provide monthly reports, or provide the City the ability to download, detailing the status of each account, including the customer name and number, the beginning balance, collections received during the month, beginning balance, collections received during the month, current balance, and collection status by the 10<sup>th</sup> of each month.
38. The Contractor shall provide monthly reports call center activity, including number of complaints, summary of the dispute/complaint and outcome
39. See Number 11 and 34 above.
40. Contractor shall provide the City with the ability to upload accounts electronically, if City can extract data accordingly.
41. Other reports that may be available can be reviewed and agreed upon.

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

<b>AGENDA OF:</b>	January 11, 2016	<b>ITEM NO.:</b>	R2016-6
<b>DATE SUBMITTED:</b>	December 31, 2015	<b>DEPT. OF ORIGIN:</b>	Finance
<b>PREPARED BY:</b>	Bob Pearce	<b>PRESENTOR:</b>	Vance Riley
<b>REVIEWED BY:</b>	Jon R. Branson	<b>REVIEW DATE:</b>	January 4, 2016
<b>SUBJECT:</b> RESOLUTION NO. R2016-6 - A Resolution of the City Council of the City of Pearland, Texas, renewing a bid for the purchase of fire bunker gear, at the unit prices highlighted in the attached bid tabulation, from Dooley Tackaberry, Inc. in the estimated annualized amount of \$121,000 for the period of January 12, 2016 through January 11, 2017.			
<b>EXHIBITS:</b> Resolution #R2016-6 Bid Tabulation			
<b>FUNDING:</b>			
<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			
<b>EXPENDITURE REQUIRED:</b> \$121,000 (est.)		<b>AMOUNT BUDGETED:</b> \$121,000	
<b>AMOUNT AVAILABLE:</b> \$121,000		<b>PROJECT NO.:</b>	
<b>ACCOUNT NO.:</b> 010-2320-542.04-00			
<b>ADDITIONAL APPROPRIATION REQUIRED:</b>			
<b>ACCOUNT NO.:</b>			
<b>PROJECT NO.:</b>			
<b>To be completed by Department:</b>			
<input type="checkbox"/> Finance <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution			

**EXECUTIVE SUMMARY**

**BACKGROUND**

In December 2013, City Council awarded a bid to Dooley Tackaberry utilizing TASB BuyBoard pricing for personal protective equipment (bunker gear) as specified in City bid #1114-07 for the Fire Department. It is estimated that, at minimum, 40 sets of bunker gear will be required by the Fire Department in FY2016, which will provide for replacement of age-deteriorated gear as required by NFPA regulations and for new hires as needed throughout the year. Fire

Department personnel are satisfied with their service and would like to renew the contract upon City Council approval.

**SCOPE OF CONTRACT**

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

**BID AND AWARD**

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

Fire Department staff requests to include boots and gloves (which are included in the previously awarded BuyBoard contract) in this award recommendation to Dooley Tackaberry, as it is believed that method will result in better pricing and a more reliable supply of these items for the City. Additional protective gear (helmets, etc.) will require substantially lower expenditures than the primary gear herein and will be purchased as needed during the year through subsequent informal competitive bids (most peripheral gear is eligible for quotation by multiple distributors) and/or existing cooperative contracts.

Bid specifications required fixed unit costs for a period of one (1) year, with four (4) additional one (1) year renewals available upon the mutual agreement of both parties, and the approval of City Council. Per TASB BuyBoard terms, Dooley Tackaberry is requesting an allowable increase of their contract pricing for this second renewal term. Unit pricing for a set, pants and coat, of bunker gear increased from \$2,327 per set to \$2,375 per set. The City's discount percentage from list price of 50% on bunker gear and 40% on boots and gloves will remain in effect for the duration of this renewal term. The contract meets all requirements of Local Government Code, Chapter 252 with respect to competitive bidding by Texas municipalities.

**SCHEDULE**

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

**SAFE COMMUNITY**

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

**CURRENT AND FUTURE FUNDING /FINANCIAL IMPACTS/DEBT SERVICE**

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

**O&M IMPACT INFORMATION**

<b>Fiscal Year</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>
Estimated Expenditure	\$121,000	\$121,000	\$121,000

**RECOMMENDED ACTION**

City Council consideration and approval of resolution #R2016-6 renewing a bid for the purchase of fire bunker gear, at the unit prices highlighted in the attached bid tabulation, from Dooley

Tackaberry, Inc., in the estimated annualized amount of \$121,000 for the period of January 12, 2016 through January 11, 2017.

**RESOLUTION NO. R2016-6**

**A Resolution of the City Council of the City of Pearland, Texas, renewing a bid for the purchase of fire bunker gear from Dooley Tackaberry, Inc. in the estimated amount of \$121,000 for the period of January 12, 2016 through January 11, 2017.**

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

**Section 1.** That the City previously opened unit supply bids for the supply of fire bunker gear, and such bids were reviewed and tabulated.

**Section 2.** That the City Council hereby renews a bid with Dooley Tackaberry, Inc., in the unit price amounts reflected in Exhibit "A" attached hereto.

**Section 3.** The City Manager or his designee is hereby authorized to execute a unit supply contract for fire bunker gear.

PASSED, APPROVED and ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2016.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**BID TABULATION - PROTECTIVE CLOTHING FOR STRUCTURAL FIREFIGHTING (BUNKER GEAR)**

BID #1114-07

BID OPENING DATE: TUESDAY, NOVEMBER 26, 2013

<b>Item Description</b>	<b>Prior Year Pricing</b>	<b>Current Price Request</b>	<b>% Increase</b>
Structural Firefighting Coat, per Bid Specifications	\$1,405	<b>\$1,425</b>	<b>1.40%</b>
Structural Firefighting Pant, per Bid Specifications	\$922	<b>\$950</b>	<b>2.95%</b>
Boots, Thorogood Hellfire P/N 804-6369	N/A	<b>\$220</b>	
Gloves, P/N GL-HNO-EGG	N/A	<b>\$180</b>	

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

<b>AGENDA OF:</b>	January 11, 2016	<b>ITEM NO.:</b>	R2016-5									
<b>DATE SUBMITTED:</b>	December 10, 2015	<b>DEPT. OF ORIGIN:</b>	Public Works									
<b>PREPARED BY:</b>	Eric Hammond	<b>PRESENTOR:</b>	Michael Leech									
<b>REVIEWED BY:</b>	Trent Epperson	<b>REVIEW DATE:</b>	January 4, 2016									
<p><b>SUBJECT: Resolution No. R2016-5 - A Resolution of the City Council of the City of Pearland, Texas, awarding a unit price contract for the rough cut mowing and maintenance of roadside ditches, vacant City properties and retention areas, to Lawnsapes Unlimited in the estimated amount of \$95,858.89, for the period of January 12, 2016 through January 11, 2017.</b></p>												
<p><b>EXHIBITS:</b> R2016-5, , Bid Tabulation – Exhibit A, Maintenance Schedule – Exhibit B, Thursday Packet Memo (12-28-15) – Exhibit C</p>												
<p><b>FUNDING:</b></p> <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Grant</td> <td><input type="checkbox"/> Developer/Other</td> <td><input checked="" type="checkbox"/> Cash</td> </tr> <tr> <td><input type="checkbox"/> Bonds To Be Sold</td> <td><input type="checkbox"/> Bonds- Sold</td> <td><input type="checkbox"/> L/P – Sold</td> </tr> <tr> <td></td> <td></td> <td><input type="checkbox"/> L/P – To Be Sold</td> </tr> </table>				<input type="checkbox"/> Grant	<input type="checkbox"/> Developer/Other	<input checked="" type="checkbox"/> Cash	<input type="checkbox"/> Bonds To Be Sold	<input type="checkbox"/> Bonds- Sold	<input type="checkbox"/> L/P – Sold			<input type="checkbox"/> L/P – To Be Sold
<input type="checkbox"/> Grant	<input type="checkbox"/> Developer/Other	<input checked="" type="checkbox"/> Cash										
<input type="checkbox"/> Bonds To Be Sold	<input type="checkbox"/> Bonds- Sold	<input type="checkbox"/> L/P – Sold										
		<input type="checkbox"/> L/P – To Be Sold										
<p><b>EXPENDITURE REQUIRED:</b> \$95,858.89 (est.) <b>AMOUNT BUDGETED:</b> \$241,955.00  <b>AMOUNT AVAILABLE:</b> \$95,858.89 <b>PROJECT NO.:</b>  <b>ACCOUNT NO.:</b> 100-305-315-5400.090  <b>ADDITIONAL APPROPRIATION REQUIRED:</b>  <b>ACCOUNT NO.:</b>  <b>PROJECT NO.:</b></p>												
<p><b>To be completed by Department:</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 25%;"><b>X Finance</b></td> <td style="width: 25%;"><b>X Legal</b></td> <td style="width: 25%;"><b>Ordinance</b></td> <td style="width: 25%;"><b>X Resolution</b></td> </tr> </table>				<b>X Finance</b>	<b>X Legal</b>	<b>Ordinance</b>	<b>X Resolution</b>					
<b>X Finance</b>	<b>X Legal</b>	<b>Ordinance</b>	<b>X Resolution</b>									

**EXECUTIVE SUMMARY**

**BACKGROUND**

The Pearland Parks & Recreation Department recently restructured itself to focus on the maintenance and operation of the City's new athletic facilities. In order to effectively transition the existing staff assigned to the athletic duties, the maintenance of 212 rough cut acres are needed to be maintained by a third party contract. Rough cut acres are defined as public property that receives twelve (12) maintenance visits annually and include locations such as drainage easements, vacant property and retention facilities. During the restructuring of the Parks and Public Works Departments, it was anticipated that the Parks Department would continue to

maintain these properties until the beginning of 2016. At that time, the existing personnel would be reallocated into a more traditional park and recreation role.

Of the total 272 rough cut acres maintained by the City, the Parks Department will continue to maintain an estimated 60 acres of recreation-related property. Examples of these areas include the property surrounding the Independence Park Pond and John Hardgrove Environmental Center. It should be noted that a total of nine rough cut acres were developed over the past year and transitioned to groomed properties. Examples of this transition include the Kirby Drive Expansion and construction of Fire Station #2. The remaining 212 rough cut acres are recommended to be maintained by a third party contractor, managed by the Public Works Department.

As outlined in the Rough Cut Maintenance Update (12/28/15), the transitioning of these acres onto a service contract is the final step of a process developed in 2014 and placed into motion as early as 2010. Funding for these services were allocated in the 2016 budget, along with the resources necessary to maintain new / expanded roadways such as Kirby Drive. Furthermore, funding was provided for services such as tree maintenance within the rough cut areas and FEMA lots.

Although the funds provided in the 2016 budget exceeded the base amount necessary to support the current rough cut contract, we do anticipate slight increases throughout this first year. The intended use of the 2016 budget, including the funds identified for return into the general fund are listed below.

\$241,955.00	Annual budget requested in the FY 16 budget process, for the transition of non-Parks & Recreation related services, such as rough cut maintenance, to the Public Works Department.
-\$95,859.00	Annual expenditure required to support the current Rough Cut Maintenance Contract with Lawnsapes Unlimited
-\$23,974.00	Additional 25 % of the Rough Cut Contract for expansion of the program as needed during the first year of contract management.
-\$24,466.00	Annual maintenance cost of the Kirby Drive Extension.
-\$71,691.00	Amount available to return into the general fund, due to a reduction in rough cut acreage placed on a maintenance contract versus the proposed acreage at the beginning of the budget process. The Parks Department has elected to continue maintaining recreational, rough cut areas, within the department for a total of 60 acres. Also a total of nine rough cut acres were developed into groomed landscaped or infrastructure this year. Examples of those areas include Kirby Drive & Fire Station #2. (60 acres + 9 acres = 69 acres x \$1039 per acre = \$71,691
\$25,965.00	Remaining balance of budgeted amount requested in the FY 16 budget process. These funds are allocated for tree care/maintenance throughout the newly acquired rough cut areas and within the recently transitioned FEMA properties.

### **SCOPE OF CONTRACT**

A contract for one (1) year, with two (2) renewal options upon the mutual agreement of the parties, and the approval of City Council.

### **BID AND AWARD**

The City solicited competitive proposals for landscaping and maintenance of the 212 acres through RFP# 1116-06, which was published in the paper and posted on the City's e-bid system. The City received six responses, with the low proposal from Lawnsapes Unlimited. Please see attached list of locations and bid tabulation.

### **SCHEDULE**

Based on the Maintenance Schedule – Exhibit B for the period of January 12, 2016 through January 11, 2017.

### **POLICY/GOAL CONSIDERATION**

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

The rough cut maintenance package expands the connection to strategy 5.0 by ensuring routine and effective grounds maintenance to those tracks of City property, visible from the landscaped corridors enhanced by the 20/20 Strategic Update.

Furthermore, in keeping with the strategic priority of providing reliable and well maintained infrastructure, this program will ensure the appropriate operation of City owned drainages and water storage facilities.

Proper ground maintenance services are necessary in the provision of a well-maintained, aesthetically-pleasing community, and play a role in the economic development and image of the community.

### **RECOMMENDED ACTION**

A resolution of the City Council of the City of Pearland, Texas awarding a unit supply contract for rough cut maintenance services to Lawnsapes Unlimited in the estimated amount of 95,858.89

## LOCATION LIST FOR ROUGH CUT MAINTENANCE

1	IH 1A Mayor's Alley: Portion of Mayor's Alley Near Apartments. .49 acres	\$784.80
2	IH 1 Old Alvin Road: Bridge Crossing At Walking Trail Bridge Near Swenson. .09 acres	\$784.80
3	IH 2 Main @ 3rd Street: West Shoulder Of The Road From 3rd to Creek .17 acres	\$784.80
4	IH 3 Industrial West: West Of Main Including Alexander Easement. 4.66 acres	\$1,470.24
5	IH 4 Industrial East: East of Main Street. 2.47 acres	\$2,358.72
6	IH 5 Dixie Farm Lot: Pearland Parkway Connection. 4.59 acres	\$684.00
7	IH 6 Friendswood Hastings Lot: Intersection of Friendswood Hastings and Dixie Farm. 30 acres	\$2,052.00
8	IH 7 Hastings Friendswood: Side of City property. 1.19 acres	\$784.80
9	IH 9 John Lizer Road: Pearland Parkway East to Mary's Creek. .37 acres	\$784.80
10	IH 11 Library Lot: Lot behind library and fence line. .73 acres	\$684.00
11	IH 12 Library Pond: .87 acres	\$684.00
12	IH 15 East Mary's Creek Retention Pond ROW: Estimated at one pass behind the houses. 4.09 acre	\$1,026.00
13	IH 16 McGinnis Road: Dixie Farm to Drainage Ditch. .62 acres	\$1,177.20
14	IH 19 Green Tee Ditch: Moore North to Bogey Way. 2.31 acres	\$3,144.96
15	IH 20 Country Club Ditch: Antrim North to Creek. 1.40 acres	\$3,144.96
16	IH 21 Barry Rose Road: Lot on East Side Of Barry Rose. 1.82 acres	\$1,572.48
17	IH 23 Pearland Parkway Pond East. 17.88 acres	\$3,546.00
18	IH 24 Pearland Parkway Pond West. 6.47 acres	\$1,866.48
19	IH 25 Twin Creek Ditch and Pond to the East - Glastonbury Ditch. Ditch Runs Parallel to Hickory Knoll. 4.85 acres	\$1,382.76
20	IH 26 Bishopton Lot: Ditch In Front of City Lot on Bishopton. 0.0156 acres	\$784.80
21	IH 27 Knapp Road: Intersection of Knapp and Old Alvin. 0.89 acres	\$1,572.48
22	IH 28 Old Alvin Rd: Intersection of future Halik and Old Alvin. .23 acres	\$342.00
23	IH 29 Houston Alley: Between Houston and 35/Jasmine and Plum. .25 acres	\$784.80
24	IH 30 Orange and Washington Lot: Corner lot. 2.85 acres	\$684.00
25	IH 31 Orange: From Railroad Tracks to Washington. .09 acres	\$784.80
26	IH 32 North Pearland Alley: Jasmine North to Orange. .59 acres	\$784.80
27	IH 33 North San Antonio Alley: Jasmine to Plum. 0.24 acres	\$784.80
28	IH 34 North Washington Alley: Jasmine to Orange. 0.41 acres	\$784.80
29	IH 35 North Washington Fence Line: Jasmine North to Plum. .36 acres	\$784.80
30	IH 36 McHard Overpass Ponds: Ponds along McHard Phase 1. 6.37 acres	\$1,926.48
31	IH 37 Mykawa - East Shoulder: Katy Street to Creek and Median at Bridge. 1.35 acres	\$2,358.72
32	IH 38 Woody Road: Cunningham to Cherry. .31 acres	\$784.80
33	IH 39 Hatfield Road: Intersection of Jasper and Hatfield .02 acres	\$392.40
34	IH 40 1626 Hatfield: Future Extension of McHard. 2.56 acres	\$2,358.72
35	IH 41 O'Day Road: Along City Property South of Rice. .38 acres	\$784.80
36	IH 42 Garden Road Water Tower Field: Field Behind Garden Road Water Tower. 3.33 acres	\$1,083.60
37	IH 43 Max Road: Along Hickory Sough Sports Plex. 1.71 acres	\$2,358.72
38	IH 44 Reid Road: 1128 Extension. 0.59 acres	\$784.80
39	IH 46 Lee Road: Lee Road Connection. 0.65 acres	\$784.80
40	IH 47 Hill House Road: 518 to Cemetery Westside Behind Wood Fence. .23 acres	\$784.80
41	IH 48 MUD 5 Pond: Intersection of McHard and Cullen. 43.05 acres	\$8,223.96
42	IH 49 Water Lights Road. 1.96 acres	\$1,572.48
43	IH 50 Kirby Ditch & Kirby Pond 1. 6.63 acres	\$1,026.00
44	IH 51 Kirby Pond 2. 2.75 acres	\$684.00
45	IH 52 Shadow Creek Parkway Lot: To Be A Future Fire Station. 5.57 acres	\$1,368.00
46	IH 55 Fite Road: Navarro to Dead End. 0.53 acres	\$784.80

47	IH 57 Bailey Road: 1800' West of 1128 to Veteran (South Side). 13.23 acres	<b>\$3,720.00</b>
48	IH 59 Veterans Road: Magnolia to Bailey. 1.17 acres	<b>\$1,572.48</b>
49	IH 60 Magnolia Ponds (2). 1.04 acres	<b>\$1,572.48</b>
50	IH 61 Lee Lane Extension: Continuation of Lee Road From Dead End To Fence Line. .23 acres	<b>\$784.80</b>
51	IH 62 McLean Road: Cabot Cove to Bailey (Ditch Crossing at School). .26 acres	<b>\$784.80</b>
52	IH 64 Harkey Road: Fite to Figland on East Shoulder Only. .23 acres	<b>\$784.80</b>
53	IH 66 Fite Road: Hatfield to McLean. .76 acres	<b>\$784.80</b>
54	IH 68 Fire Admin Fields: Old Police Department. 9.45 acres	<b>\$2,310.00</b>
55	IH 69 Walnut Road: Along Walnut Estates Subdivision. 2.53 acres	<b>\$1,572.48</b>
56	IH 70 Veterans Road: Walnut to Magnolia. 0.75 acres	<b>\$784.80</b>
57	IH 71 McLean Road: Jolie to Cabot Cove. .52 acres	<b>\$784.80</b>
58	IH 72 McLean Road: Silsbee to Apple Springs. .57 acres	<b>\$784.80</b>
59	IH 73 Hatfield Road: Broadway to Fite. 6.02 acres	<b>\$2,256.00</b>
60	IH 73A Hatfield Trunk Line: Hatfield Road From Mary's Creek Barricade to Magnolia. .59 acres	<b>\$784.80</b>
61	IH 74 Broadway: Johnston to Ray. 0.13 acres	<b>\$784.80</b>
62	IH 75 South Pearland Alley: Walnut North To 518. 0.56 acres	<b>\$784.80</b>
63	IH 76 South San Antonio Alley: Walnut North To 518. 0.53 acres	<b>\$784.80</b>
64	IH 77 South Washington Alley: Walnut To Pear. 0.27 acres	<b>\$784.80</b>
65	IH 78 South Texas Alley: Walnut To Pear. 0.34 acres	<b>\$784.80</b>
66	IH 79 South Sacramento Alley: Walnut To Just North Of Pear. 0.35 acres	<b>\$784.80</b>
67	IH 80A Hastings Cannon Lot: East Property Line Between Land and Trailer Park. 1.15 acres	<b>\$1,572.48</b>
68	IH 81 Fite @ FM 1128: Intersection of Fite and FM 1128 With Sidewalk. 0.10 acres	<b>\$784.80</b>
69	IH 82 Southeast Corner Magnolia @ McLean: Corner of Magnolia & McLean Between Road And Sidewalk. 0.91 acres	<b>\$784.80</b>
70	IH 83 Southwest Corner Magnolia @ McLean: Corner of Magnolia & McLean At Majestic Church. 0.16 acres	<b>\$784.80</b>
71	IH 84 Barry Rose @ Pearland Parkway: Between Creekside Subdivision Fence And Sidewalk. 0.35 acres	<b>\$784.80</b>
72	IH 85 Pearland Parkway Loop: Lot Near Pearland Parkway's "Round-A-Bout". .57 acres	<b>\$784.80</b>
73	Price Per Mile of Right Of Way Reclamation - where it may be necessary to push back tree line in areas of the community to reclaim the entire widths of ROW.	<b>\$1,500.00</b>
74	Price Per Square Foot For Slope Mowing.	<b>\$0.0095</b>
75	Price Per Square Foot For ROW Mowing.	<b>\$0.0015</b>
76	Price Per Square Foot For Vacant/Retention Mowing.	<b>\$0.002</b>
		<b>\$95,858.893</b>

**Bid No.** 1116-06  
**Title** Rough Cut Mowing Services  
 The City of Pearland is soliciting Proposal(s) of Mowing  
**Description** Services for Rough Cut Areas.  
**Bid Type** Request for Proposal  
**Issue Date** 11/13/2015 8:20:00 AM Central  
**Close Date** 12/1/2015 10:00:00 AM Central

**Organization** Pearland, TX  
**Bid Creator** Julie Blackmore Buyer  
**Email** jblackmore@pearlandtx.gov  
**Phone** 281 652 1790  
**Fax**

Responding Suppliers

Name	City	State	Response Submitted	Lines	
				Responded	Response Total
LAWNSCAPES UNLIMITED	Rosharon	TX	12/1/2015 6:11:39 AM CT	76	\$95,858.893
BIO Landscape & Maintenance	Houston	TX	12/1/2015 8:28:45 AM CT	76	\$177,144.15
Yes America Enterprises	Stafford	TX	11/19/2015 4:19:49 PM CT	76	\$181,238.20
Skavels Construction	Corpus Christi	TX	11/30/2015 10:25:46 PM CT	76	\$492,075.1675
Rick's Landscaping&More	Pearland	TX	11/30/2015 1:03:24 PM CT	76	\$1,129,450.00
Project Storm, LLC	Houston	TX	12/1/2015 9:28:44 AM CT	76	\$1,831,434.75

Response Notes

Supplier	Line	Notes
LAWNSCAPES UNLIMITED	73	price can vary by job conditions
	74	price can vary by job conditions
	75	price can vary by job conditions
	76	price can vary by job conditions

**Skavels Construction** Header The Local Bidder Preference Claim Form was not completed since we currently do not have a place of business in Pearland Texas.

73 this price is \$0.15 a square foot since tree widths, brush, haul off and other obstacles are unknown. subject to change based upon severity of conditions

74 subject to change based upon severity of conditions

75 Not including weed eating, trash, etc. subject to change based upon severity of conditions

76 Not including weed eating, trash, etc. subject to change based upon severity of conditions

Bid #	1116-06														
Title	Rough Cut Mowing Services														
Specification Responses															
Line	Description	UOM	QTY	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
				Lawnsapes Unlimited		BIO Landscape & Maintenance		Yes America Enterprises		Skavels Construction		Rick's Landscaping&More		Project Storm, LLC	
1	IH 1A Mayor's Alley: Portion of Mayo	EA	12	\$65.40	\$784.80	\$30.00	\$360.00	\$34.30	\$411.60	\$200.00	\$2,400.00	\$400.00	\$4,800.00	\$411.60	\$4,939.20
2	IH 1 Old Alvin Road: Bridge Crossing	EA	12	\$65.40	\$784.80	\$15.00	\$180.00	\$15.00	\$180.00	\$60.00	\$720.00	\$200.00	\$2,400.00	\$75.60	\$907.20
3	IH 2 Main @ 3rd Street: West Shoul	EA	12	\$65.40	\$784.80	\$15.00	\$180.00	\$15.00	\$180.00	\$90.00	\$1,080.00	\$300.00	\$3,600.00	\$142.80	\$1,713.60
4	IH 3 Industrial West: West Of Main Ir	EA	12	\$122.52	\$1,470.24	\$292.00	\$3,504.00	\$326.20	\$3,914.40	\$600.00	\$7,200.00	\$900.00	\$10,800.00	\$3,914.40	\$46,972.80
5	IH 4 Industrial East: East of Main Str	EA	12	\$196.56	\$2,358.72	\$154.00	\$1,848.00	\$172.90	\$2,074.80	\$400.00	\$4,800.00	\$750.00	\$9,000.00	\$2,074.80	\$24,897.60
6	IH 5 Dixie Farm Lot: Pearland Parkw	EA	12	\$57.00	\$684.00	\$287.00	\$3,444.00	\$321.30	\$3,855.60	\$600.00	\$7,200.00	\$850.00	\$10,200.00	\$3,855.60	\$46,267.20
7	IH 6 Friendswood Hastings Lot: Inter	EA	12	\$171.00	\$2,052.00	\$1,880.00	\$22,560.00	\$2,100.00	\$25,200.00	\$1,500.00	\$18,000.00	\$6,000.00	\$72,000.00	\$252.00	\$3,024.00
8	IH 7 Hastings Friendswood: Side of C	EA	12	\$65.40	\$784.80	\$74.00	\$888.00	\$83.30	\$999.60	\$200.00	\$2,400.00	\$300.00	\$3,600.00	\$999.60	\$11,995.20
9	IH 9 John Lizer Road: Pearland Park	EA	12	\$65.40	\$784.80	\$23.00	\$276.00	\$25.90	\$310.80	\$150.00	\$1,800.00	\$400.00	\$4,800.00	\$310.80	\$3,729.60
10	IH 11 Library Lot: Lot behind library a	EA	12	\$57.00	\$684.00	\$45.00	\$540.00	\$51.10	\$613.20	\$200.00	\$2,400.00	\$1,000.00	\$12,000.00	\$613.20	\$7,358.40
11	IH 12 Library Pond: .87 acres	EA	12	\$57.00	\$684.00	\$54.00	\$648.00	\$60.90	\$730.80	\$200.00	\$2,400.00	\$800.00	\$9,600.00	\$730.80	\$8,769.60
12	IH 15 East Mary's Creek Retention P	EA	12	\$85.50	\$1,026.00	\$256.00	\$3,072.00	\$286.30	\$3,435.60	\$600.00	\$7,200.00	\$900.00	\$10,800.00	\$3,435.60	\$41,227.20
13	IH 16 McGinnis Road: Dixie Farm to	EA	12	\$98.10	\$1,177.20	\$39.00	\$468.00	\$43.40	\$520.80	\$200.00	\$2,400.00	\$600.00	\$7,200.00	\$520.80	\$6,249.60
14	IH 19 Green Tee Ditch: Moore North	EA	12	\$262.08	\$3,144.96	\$145.00	\$1,740.00	\$161.70	\$1,940.40	\$650.00	\$7,800.00	\$1,000.00	\$12,000.00	\$1,940.40	\$23,284.80
15	IH 20 Country Club Ditch: Antrim Nor	EA	12	\$262.08	\$3,144.96	\$88.00	\$1,056.00	\$98.00	\$1,176.00	\$400.00	\$4,800.00	\$1,000.00	\$12,000.00	\$1,176.00	\$14,112.00
16	IH 21 Barry Rose Road: Lot on East	EA	12	\$131.04	\$1,572.48	\$114.00	\$1,368.00	\$127.40	\$1,528.80	\$250.00	\$3,000.00	\$450.00	\$5,400.00	\$1,528.80	\$18,345.60
17	IH 23 Pearland Parkway Pond East.	EA	12	\$295.50	\$3,546.00	\$1,120.00	\$13,440.00	\$1,251.60	\$15,019.20	\$2,500.00	\$30,000.00	\$4,000.00	\$48,000.00	\$15,019.20	\$180,230.40
18	IH 24 Pearland Parkway Pond West.	EA	12	\$155.54	\$1,866.48	\$405.00	\$4,860.00	\$452.90	\$5,434.80	\$1,000.00	\$12,000.00	\$1,500.00	\$18,000.00	\$5,434.80	\$65,217.60
19	IH 25 Twin Creek Ditch and Pond to	EA	12	\$115.23	\$1,382.76	\$304.00	\$3,648.00	\$339.50	\$4,074.00	\$1,000.00	\$12,000.00	\$1,100.00	\$13,200.00	\$4,074.00	\$48,888.00
20	IH 26 Bishopton Lot: Ditch In Front o	EA	12	\$65.40	\$784.80	\$15.00	\$180.00	\$15.00	\$180.00	\$25.00	\$300.00	\$400.00	\$4,800.00	\$13.10	\$157.20
21	IH 27 Knapp Road: Intersection of Ki	EA	12	\$131.04	\$1,572.48	\$56.00	\$672.00	\$62.30	\$747.60	\$135.00	\$1,620.00	\$800.00	\$9,600.00	\$747.60	\$8,971.20
22	IH 28 Old Alvin Rd: Intersection of fu	EA	12	\$28.50	\$342.00	\$15.00	\$180.00	\$16.10	\$193.20	\$50.00	\$600.00	\$300.00	\$3,600.00	\$193.20	\$2,318.40
23	IH 29 Houston Alley: Between Houst	EA	12	\$65.40	\$784.80	\$15.00	\$180.00	\$17.50	\$210.00	\$50.00	\$600.00	\$600.00	\$7,200.00	\$210.00	\$2,520.00
24	IH 30 Orange and Washington Lot: C	EA	12	\$57.00	\$684.00	\$178.00	\$2,136.00	\$199.50	\$2,394.00	\$400.00	\$4,800.00	\$1,000.00	\$12,000.00	\$199.50	\$2,394.00
25	IH 31 Orange: From Railroad Tracks	EA	12	\$65.40	\$784.80	\$15.00	\$180.00	\$15.00	\$180.00	\$20.00	\$240.00	\$500.00	\$6,000.00	\$75.60	\$907.20
26	IH 32 North Pearland Alley: Jasmine	EA	12	\$65.40	\$784.80	\$37.00	\$444.00	\$41.30	\$495.60	\$100.00	\$1,200.00	\$300.00	\$3,600.00	\$495.60	\$5,947.20
27	IH 33 North San Antonio Alley: Jasm	EA	12	\$65.40	\$784.80	\$15.00	\$180.00	\$16.80	\$201.60	\$40.00	\$480.00	\$500.00	\$6,000.00	\$201.60	\$2,419.20
28	IH 34 North Washington Alley: Jasmf	EA	12	\$65.40	\$784.80	\$25.00	\$300.00	\$28.70	\$344.40	\$80.00	\$960.00	\$400.00	\$4,800.00	\$344.40	\$4,132.80
29	IH 35 North Washington Fence Line:	EA	12	\$65.40	\$784.80	\$23.00	\$276.00	\$25.20	\$302.40	\$60.00	\$720.00	\$400.00	\$4,800.00	\$302.40	\$3,628.80
30	IH 36 McHard Overpass Ponds: Pon	EA	12	\$160.54	\$1,926.48	\$400.00	\$4,800.00	\$445.90	\$5,350.80	\$800.00	\$9,600.00	\$1,400.00	\$16,800.00	\$5,350.80	\$64,209.60
31	IH 37 Mykawa - East Shoulder: Katy	EA	12	\$196.56	\$2,358.72	\$84.00	\$1,008.00	\$94.50	\$1,134.00	\$400.00	\$4,800.00	\$2,000.00	\$24,000.00	\$1,134.40	\$13,612.80
32	IH 38 Woody Road: Cunningham to	EA	12	\$65.40	\$784.80	\$19.00	\$228.00	\$21.70	\$260.40	\$120.00	\$1,440.00	\$500.00	\$6,000.00	\$260.40	\$3,124.80
33	IH 39 Hatfield Road: Intersection of J	EA	12	\$32.70	\$392.40	\$15.00	\$180.00	\$15.00	\$180.00	\$20.00	\$240.00	\$150.00	\$1,800.00	\$16.80	\$201.60
34	IH 40 1626 Hatfield: Future Extensio	EA	12	\$196.56	\$2,358.72	\$160.00	\$1,920.00	\$179.20	\$2,150.40	\$400.00	\$4,800.00	\$700.00	\$8,400.00	\$2,150.40	\$25,804.80
35	IH 41 O'Day Road: Along City Prope	EA	12	\$65.40	\$784.80	\$24.00	\$288.00	\$26.60	\$319.20	\$80.00	\$960.00	\$300.00	\$3,600.00	\$319.20	\$3,830.40
36	IH 42 Garden Road Water Tower Fie	EA	12	\$90.30	\$1,083.60	\$208.00	\$2,496.00	\$233.10	\$2,797.20	\$360.00	\$4,320.00	\$2,000.00	\$24,000.00	\$2,797.20	\$33,566.40
37	IH 43 Max Road: Along Hickory Soug	EA	12	\$196.56	\$2,358.72	\$107.00	\$1,284.00	\$119.70	\$1,436.40	\$300.00	\$3,600.00	\$1,500.00	\$18,000.00	\$1,436.40	\$17,236.80
38	IH 44 Reid Road: 1128 Extension. 0	EA	12	\$65.40	\$784.80	\$37.00	\$444.00	\$41.30	\$495.60	\$120.00	\$1,440.00	\$700.00	\$8,400.00	\$495.60	\$5,947.20
39	IH 46 Lee Road: Lee Road Connecti	EA	12	\$65.40	\$784.80	\$41.00	\$492.00	\$45.50	\$546.00	\$125.00	\$1,500.00	\$1,200.00	\$14,400.00	\$546.00	\$6,552.00
40	IH 47 Hill House Road: 518 to Ceme	EA	12	\$65.40	\$784.80	\$15.00	\$180.00	\$16.10	\$193.20	\$80.00	\$960.00	\$600.00	\$7,200.00	\$193.20	\$2,318.40
41	IH 48 MUD 5 Pond: Intersection of M	EA	12	\$685.33	\$8,223.96	\$2,698.00	\$32,376.00	\$3,013.50	\$36,162.00	\$3,500.00	\$42,000.00	\$8,800.00	\$105,600.00	\$36,162.00	\$433,944.00
42	IH 49 Water Lights Road. 1.96 acres	EA	12	\$131.04	\$1,572.48	\$122.00	\$1,464.00	\$137.20	\$1,646.40	\$400.00	\$4,800.00	\$600.00	\$7,200.00	\$1,646.40	\$19,756.80



**EXHIBIT B**  
Maintenance Schedule  
Bid #1116-06  
Rough Cut Mowing Services

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Mowing and edging properties	1	1	1	1	1	1	1	1	1	1	1	1
Mowing and edging Class B areas												
Trash removal from properties	1	1	1	1	1	1	1	1	1	1	1	1
Fertilize Turf - Class A areas												
Fertilize Turf - Class B areas												
Summer Fertilize Turf - Class A areas												
Broadleaf herbicide application												
Monthly irrigation inspection												
Quarterly irrigation inspection												
Prune shrubs and trim groundcovers												
Complete weeding of planting/shrub beds												
Pre-emergent weed control		*										
Dead heading of annuals/perennials												
Prune/thin of ground cover												
Fertilize planting/shrub beds												
Cultivate planting/shrub beds												
Changeout seasonal color												
Mulching of planting/shrub beds												
Weed control in hardscape	1	1	1	1	1	1	1	1	1	1	1	1
Fire ant spot treatment												
Removal of sucker growth from trees												
Annual tree pruning												
Cultivate tree rings and tree areas												
Mulching of tree rings and tree areas												

\*As needed; at Contractor's discretion.



## Memo

To: Clay Pearson, City Manager

From: Eric Hammond, Right of Way Superintendent

CC: Trent Epperson, Assistant City Manager  
Eric Wilson, Director of Public Works  
Michael Leech, Assistant Director of Public Works

Date: December 28, 2015

Re: Rough Cut Maintenance Update

The purpose of this memo is to provide information on the final phase of the City's Right of Way (R.O.W.) Transition Program. On January 11<sup>th</sup> the City Council will be asked to support the funding of a Rough Cut Maintenance Contract and complete the transition of all non-recreational grounds maintenance, previously conducted by the Parks Department, to a third party contract.

In June of 2014 a letter was drafted to the City Manager's Office, outlining staffs' plan to transition the responsibility of R.O.W. maintenance, to the Public Works Department. Within that memo, the following goals and key benefits were identified:

- Increased efficiency by having a complete streets approach to R.O.W. maintenance.
- Increased accountability by placing the mowing of R.O.W.'s in the same area as the utility maintenance within the ROW's.
- Transfer existing man hours in Parks & Recreation to support the addition of new parks coming on-line.
- Have the responsibility completely transitioned by the beginning of the FY 16 budget year.
- Have the responsibility eventually performed completely under contract

The final step in this transition is to place the remaining 212 rough cut acres onto a third party maintenance contract. A rough cut area is defined as a piece of City owned property, maintained at 12 visits per year. Examples of this service include the retention ponds on Pearland Parkway and the undeveloped property behind the Fire Administration Building. As funding was requested in the 2016 budget and since its adoption, staff have developed a Rough Cut Mowing Contract and prepared an Agenda Request for the January 11<sup>th</sup> City Council meeting.

For additional information related to the Right of Way Maintenance Program, please see the following attachments:

- Agenda Request – 21 Median Maintenance Contract (6/22/15)
- Memo – Right of Way Transition Program Four Month Update (8/6/15)
- Memo – Right of way Mowing Program (11/19/14)
- Memo – Transition of ROW Mowing from Parks to Public Works (6/4/14)

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

<b>AGENDA OF:</b>	June 22, 2015	<b>ITEM NO.:</b>	R2015-103
<b>DATE SUBMITTED:</b>	June 12, 2015	<b>DEPT. OF ORIGIN:</b>	Public Works
<b>PREPARED BY:</b>	Michael Leech	<b>PRESENTOR:</b>	Michael Leech
<b>REVIEWED BY:</b>	Trent Epperson	<b>REVIEW DATE:</b>	June 12, 2015
<b>SUBJECT: Resolution No. R2015-103</b> 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 & Landscaping, Inc., in the estimated amount of \$267,000 for the period July 1, 2015 through June 30, 2016.			
<b>EXHIBITS:</b> R2015-103 Maintenance Schedule – Exhibit A Tabulation – Exhibit B June 4, 2014 Memo – Exhibit C			
<b>FUNDING:</b>			
<input type="checkbox"/> Bonds To Be Sold	<input type="checkbox"/> Grant	<input type="checkbox"/> Developer/Other	<input checked="" type="checkbox"/> Cash
<input type="checkbox"/> Bonds- Sold	<input type="checkbox"/> L/P – Sold	<input type="checkbox"/> L/P – To Be Sold	
<b>EXPENDITURE REQUIRED:</b> \$267,000 (est.) <b>AMOUNT BUDGETED:</b> \$267,000			
<b>AMOUNT AVAILABLE:</b> \$267,000		<b>PROJECT NO.:</b>	
<b>ACCOUNT NO.:</b> 010-3580-555.11-15			
<b>ADDITIONAL APPROPRIATION REQUIRED:</b>			
<b>ACCOUNT NO.:</b>			
<b>PROJECT NO.:</b>			
<b>To be completed by Department:</b>			
<input checked="" type="checkbox"/> Finance	<input checked="" type="checkbox"/> Legal	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution

**EXECUTIVE SUMMARY**

**BACKGROUND**

In 2010 the Parks and Recreation Department began to transition landscape maintenance from in house to contracted services so that the focus of the department could return to more traditional Parks and Recreation related services. A few of the key areas managed through the initial contract included portions of Business Center and Kirby Drives. These efforts were monitored and deemed successful. Therefore, in 2013 the plan was expanded to include the transition of all non-park landscape maintenance, (Roadway ROW, Landscaped Medians, Facilities, etc.) to

contracted services which would be managed by the Public Works Department. On May 11, 2015 City Council approved renewal of a contract with Maldonado Nursery & Landscaping, Inc. to maintain 19 locations / 173 acres at a frequency of 48 maintenance cycles per year.

The Parks Department still maintains, with in house resources, 21 median and right of way locations / 71 acres at a frequency of 48 times per year, as well as another 281 acres of vacant property, ditches and detention ponds at a frequency of 12 mows per year (these 281 acres are not included within this current request; however, they are anticipated to be competitively bid and transitioned to a landscape contract in the near future).

The purpose of this contract is to further the plan of transitioning landscape maintenance of areas other than parks from the Parks Department by contracting for the remaining 21 medians and rights of way locations to receive equivalent service level as previously maintained by Parks personnel.

During the transition of these services to contract, it was anticipated that existing Parks Department staff would maintain these properties until summer of 2015. At that time, these man hours would be reallocated to existing Parks properties and amenities to achieve Parks Department-adopted service standards which are not currently being met.

The purpose of the table below is to illustrate the estimated cost to provide the services listed in this contract with in house resources. The Maldonado bid was \$267,000.

Man hours to maintain internally	9858
Equates to	4.7 positions (round to 5)
Average salary/benefits per person	\$48,066
Additional cost* per person	\$1,090
Equipment Maintenance / Fuel	\$36,877
<b>Total internal estimated cost</b>	<b>\$282,657</b>

\*additional cost per person includes PPE, uniforms, cell phone, etc.

### **SCOPE OF CONTRACT**

A contract for one (1) year, with two (2) renewal options upon the mutual agreement of the parties, and the approval of City Council.

### **BID AND AWARD**

The City solicited competitive proposals for landscaping and maintenance of the 21 locations described herein through RFP #0415-39, which was published in the newspaper and posted on the City's e-bid system. The City received four responses, with the low proposal from Maldonado Nursery & Landscaping, Inc. Please see attached list for locations and bid tabulation.

### **SCHEDULE**

Based on Maintenance Schedule – Exhibit A for the period of June 29, 2015 through June 28, 2016.

### **POLICY/GOAL CONSIDERATION**

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

In keeping with that strategy, and recognizing the need for improvement in the appearance of our landscaped roadway areas, PEDC enlisted the support of a landscape architect to review

and recommend service enhancements to the existing bid specifications and those recommendations were incorporated into the bids.

In addition, strategies 4.1. and 4.2 in the same 20/20 Strategic Plan call for continued investment and the acceleration in the addition of park amenities. In order to keep the confidence of the public in building this new capacity for the Parks & Recreation system, the department must be able to show the ability to maintain the current system properly.

Transferring the roadway mowing responsibilities allows for the implementation of the improved specification under one contract, ensuring consistent service throughout the community. While allocating appropriate staff in the Parks & Recreation Department will improve the ability to maintain the park infrastructure.

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

Adding some services to a contract at similar internal cost while increasing the capacity of the Parks & Recreation Department to properly maintain existing amenities relates to Fiscal Responsibility Sustainable Infrastructure and Parks, Recreation & Events consistent and improved beautification adds to the Healthy Economy, four of the six strategic priorities adopted by City Council.

### **RECOMMENDED ACTION**

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 & Landscaping, Inc., in the estimated amount of \$267,000 for the period July 1, 2015 through June 30, 2016.

## LOCATION LIST FOR MEDIANS AND RIGHT OF WAYS II

Package	Location	Annual Charges
1	MCLEAN - 2838 MCLEAN TO FITE ROAD	\$2,402.37
2	ALVIN CITY LIMIT SIGN - LANDSCAPED SIGN ON HWY 35 SOUTH	\$2,977.31
3	FRIENDSWOOD CITY LIMIT SIGN - LANDSCAPING SIGN ON FM 518 EAST	\$3,941.05
4	YOST ROAD - FM 518 TO THE CLEAR CREEK	\$15,510.63
5	SCARSDALE ROAD - CLEAR CREEK TO WOODS CT.	\$12,778.78
6	PEARLAND PARKWAY - CLEAR CREEK TO BELTWAY 8	\$8,619.68
7	SCHLIDER AND SCHLIDER LOT - ORANGE TO BARRY ROSE, INCLUDING LOT AT CORNER OF BARRY ROSE AND SCHLIDER	\$3,468.64
8	BARRY ROSE ROAD - FM 518 TO PEARLAND PARKWAY	\$25,595.40
9	HUGHES ROAD - PEARLAND PARKWAY TO RIVERSONE RANCH SCHOOL	\$22,898.35
10	WALNUT ROAD - TEXAS TO GRAND	\$8,062.49
11	GRAND STREET - WALNUT TO E. ORANGE	\$7,047.97
12	BELTWAY CITY LIMIT SIGN - CLEAR CREEK TO BELTWAY 8	\$7,233.24
13	MCHARD PHASE 1 AND 2 - PEARLAND PARKWAY TO HWY 35, HWY 35 TO MYKAWA	\$51,458.21
14	BAILEY ROAD - HWY 35 TO VETERANS	\$30,891.87
15	OILER DRIVE - HWY 35 TO PEARLAND PARKWAY	\$16,101.21
16	SMITH RANCH ROAD - FM 518 TO END OF MEDIANS	\$8,973.36
17	FM 1128/REID ROAD - FM 518 TO REID BLVD. DOWN REID BLVD TO END OF CHAIN LINK FENCE ON NORTH SIDE	\$3,630.32
18	CUELLEN PHASE I, II, IV - FM 518 TO NORTH FORK, FM 518 TO MCHARD, MCHARD TO CLEAR CREEK	\$21,362.70
19	OLD TOWN MONUMENT - FM 518 AT MCLEAN/WALNUT	\$4,319.28
20	CORRIGAN SOUTH MEDIANS - FM 518 TO CAMDEN	\$1,185.38
21	HUGHES RANCH ROAD - SH 288 FRONTAGE ROAD TO SMITH RANCH RD	\$3,461.84
22	EXTRA SERVICES	\$5,043.80

**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 \$267,000.00 for the period of July 1, 2015 through June 30, 2016.**

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

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

**Section 2.** That the City Council hereby awards a contract to Maldonado Nursery and Landscaping, Inc., in the estimated amount of \$267,000.00.

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

**EXHIBIT A**

Maintenance Schedule

Bid #0415-39

Landscape Maintenance of Additional Right of Ways and Medians II

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Mowing and edging Class A areas - 48 Visits	3	3	4	5	4	4	5	4	5	4	4	3
Mowing and edging Class B areas - 24 Visits	1	1	2	3	2	2	3	2	3	2	2	1
Trash removal from roadway	3	3	4	5	4	4	5	4	5	4	4	3
Fertilize Turf - Class A areas			1			1				1		
Fertilize Turf - Class B areas			1			1				1		
Summer Fertilize Turf - Class A areas						1						
Broadleaf herbicide application			1							1		
Monthly irrigation inspection	1	1	1	1	1	1	1	1	1	1	1	1
Quarterly irrigation inspection		1			1			1			1	
Prune shrubs and trim groundcovers	1			1			1			1		
Complete weeding of planting/shrub beds	1	1	2	2	2	2	2	2	2	2	1	1
Pre-emergent weed control*												
Dead heading of annuals/perennials	1	1	1	1	1	1	1	1	1	1	1	1
Prune/thin of ground cover			1			1			1			
Fertilize planting/shrub beds			1						1			
Cultivate planting/shrub beds			1						1			
Changeout seasonal color				1						1		
Mulching of planting/shrub beds			1			1			1			
Weed control in hardscape	1	1	1	1	1	1	1	1	1	1	1	1
Fire ant spot treatment	1	1	1	1	1	1	1	1	1	1	1	1
Removal of sucker growth from trees	1	1	1	1	1	1	1	1	1	1	1	1
Annual tree pruning**												
Cultivate tree rings and tree areas			1						1			
Mulching of tree rings and tree areas			1			1			1			

\*Twice A Year, As Needed; At Contractor's Discretion.

\*\*Annual Tree pruning shall take place between December 1 and February 28



## Memo

To: Clay Pearson, City Manager  
From: Eric Hammond, Right of Way Superintendent  
CC: Trent Epperson, Assistant City Manager  
Eric Wilson, Director of Public Works  
Date: August 6, 2015  
Re: Right-of-Way Mowing Transition Program  
Four Month Progress Report

8/6/2015  
To: Mayor and Councilmembers  
Four month progress report on success turning over mowing to adjacent property owners per the City's ordinance. -Trent

In the fall of 2014, the Public Works Department, in conjunction with the Parks and Recreation Department, set out to identify all parcels of private property receiving grounds maintenance services from the City of Pearland. During that study, 1189 private parcels of property were inventoried. Of those, 949 parcels were receiving twelve (12) maintenance visits a year, while the remaining 240 parcels were receiving a minimum of twenty-four (24) maintenance visits a year.

Once each of these properties were identified, an inventory of their ownership records and map of their location were developed. In an effort to reduce maintenance cost, align maintenance services throughout the entire City and focus on increasing the service levels to properties owned by the municipality, a transition plan was developed to cease the maintenance of privately owned property. That plan was designed to first focus on the 949 parcels receiving twelve maintenance cycles a year then once success in that area was achieved, begin focusing on the shoulders of the roads receiving a minimum of twenty-four visits a year.

On Thursday, January 8, 2015, a letter was distributed to 949 parcel owners, advising that the City of Pearland would be transitioning the maintenance of private property back the landowner effective March 1, 2015. This distribution informed landowners of the upcoming transition, communicated the Municipal Code of Ordinance (Ordinance 633-4 see attached) that the City had previously operated outside of, expressed the importance of routine grounds maintenance and provided two months of advanced notification to the residents.

During the transition process, several key steps were implements to educate, communicate and collaborate both internally and externally on the areas affected by this program. Some of those steps include:

- A plan was established between the Parks Department, Code Enforcement and Public Works on the inspection, reporting and addressing of high grass complaints.
- A map and document identifying the ownership and contact information of all locations receiving a transition letter was provided to the Code Enforcement Office for quick reference during instances that warranted enforcement.

- A GIS layer was created for internal and external viewing, which identifies each area maintained by the City, the maintenance provider and what service level it receives.

In July of 2015, the Public Works Department set out to audit the right-of-way transition process and identify any successes or shortfalls of the program. A plan was developed to visit each of the 949 parcels and document the resident's participation in the program. Roughly 900 sites were inspected during the audit and of those, **68 % have assumed the maintenance responsibility and are actively supporting the program.** Some of the key points that came from this audit include:

- The areas that are not being maintained by the landowners are typically vacant or undeveloped property.
- The Brazoria County Appraisal District and City of Pearland's BCAD layer on GIS have discrepancies which could identify some of these non-compliant areas as City property. However, 65% of those areas are currently being maintained by the landowner/adjacent landowner at this time.
- "Hot spots" of non-compliance were identified and City resources can now be focused in those areas which have the ability to create the greatest impact.
- Most "hot spots" exist in less populated areas such as Stone, Roy and Garden Road. Also interesting, the non-compliant locations are concentrated along the western right-of-ways, between Hickory Slough and Clear Creek.

**Moving forward, the City will continue to educate the remaining 32 % of landowners outside of our compliance threshold. As we have realized such tremendous success in the program's first four months, it is imperative we continue to encourage the landowner's assistance in Keeping Pearland Beautiful.** Maintenance options being communicated with these residents range from contracted services and mechanical maintenance to routine chemical control. This broad range of maintenance options allow each resident to select the maintenance plan that best meets their needs while ensuring their private property is maintained at a height not to exceed twelve (12") inches.

The Public Works Department, Code Enforcement and Parks and Recreation Department are dedicated to the continued education and encouragement of compliance across the community. As such, we appreciate the opportunity to align maintenance programs City wide and the ability to focus on the enhancement of property owned by the municipality and those services rendered to our community.

**ORDINANCE NO. 633-4**

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

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

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

**“Article II Weeds and other Offensive Conditions**

**Sec. 13-16. Definitions.**

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

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

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

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

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

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

**Sec. 13-17. – Weeds and Offensive conditions.**

(a) *Weeds*.

## ORDINANCE NO. 633-4

- (1) A person, owner, tenant, agent or person responsible for any premises, occupied or unoccupied, commits an offense if said person permits or allows weeds to grow on the premises to a greater height than nine (9) inches. Said premises shall include, but not be limited to, the parkway between sidewalk and the curb; the right-of-way between any fence, wall or barrier and the curb or pavement if such exists or the center line of said right-of-way; or the area between a fence, wall or barrier and within any abutting drainage channel easement to the top of such channel closest to the property.
  - (2) It shall be a defense to subsection (a)(1) that such vegetation upon such property is actually being used for agricultural purposes.
  - (3) With respect to uncultivated agricultural properties or tracts of land that contain no structures used or designed for human occupancy for residential or commercial purposes, a person, owner, tenant, agent or person responsible for such property commits an offense if said person permits or allows weeds to grow to greater height than twenty-four (24) inches within fifty (50) feet from any adjacent property under different ownership or any street right-of-way. However, on cultivated agricultural properties where the distance between the growing crop and abutting property under different ownership or street right-of-way is less than fifty (50) feet, the person, owner, tenant, agent or person responsible for such property commits an offense if said person permits or allows weeds to grow to a greater height than nine (9) inches.
  - (4) It is unlawful for any person to permit or allow any weeds, overgrown grass, or grass clippings to remain on:
    - (A) any part of a sidewalk that abuts any premises owned or controlled by such person; or
    - (B) any part of a street up to the centerline thereof, that abuts any premises owned or controlled by such person.
- (b) *Undeveloped land.* Undeveloped land shall be cleared of all brush and undergrowth for a minimum distance of one hundred (100) feet where abutting developed areas and a minimum distance of fifty (50) feet along all abutting roadways. The requirements of Subsection (a) (1) above shall apply to the portions of undeveloped land that are within fifty (50) feet of abutting developed areas or twenty-five (25) feet of abutting public roadways.
- (c) *Swimming pools.* A person, owner, tenant, agent or person responsible for any premises, occupied or unoccupied, commits an offense if said person maintains a swimming pool in a manner that creates an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or disease-carrying pests.
- (d) *Rubbish.* A person, owner, tenant, agent or person responsible for any premises, occupied or unoccupied, commits an offense if said person keeps, stores, or accumulates thereon rubbish, including newspapers, abandoned vehicles,

#### **ORDINANCE NO. 633-4**

refrigerators, stoves, furniture, tires, and cans, on said premises for ten (10) days or more, unless the rubbish is completely enclosed in a building and not visible from a public street or the premises is lawfully operated as a landfill.

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

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

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

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

#### **Sec. 13-19. - Same—How given.**

The notice provided for by this article shall be served personally on the owner to whom it is directed or shall be given by letter addressed to such owner at his last known post office address. In the event personal service cannot be made and the owner's address is unknown, such notice shall be given by publication at least two (2) times

**ORDINANCE NO. 633-4**

within ten (10) consecutive days in a newspaper of general circulation published within the city.”

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

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

**Section 4. Severability.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid, unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**Section 5. Codification.** It is the intent of the City Council of the City of Pearland, Texas, that the provisions of this Ordinance shall be codified in the City's official Code of Ordinances as provided hereinabove.

**Section 6. Publication.** The City Secretary shall cause this Ordinance, or its caption and penalty, to be published in the official newspaper of the City of Pearland, upon passage of such Ordinance.

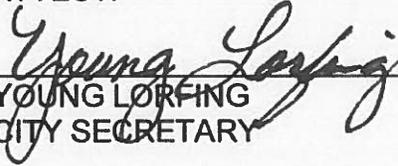
**Section 7. Effective Date.** This Ordinance shall become effective immediately upon passage.

**ORDINANCE NO. 633-4**

PASSED and APPROVED on First Reading this the 13<sup>th</sup> day of April A. D., 2015.

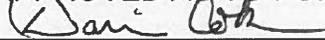
  
\_\_\_\_\_  
TOM REID  
MAYOR

ATTEST:

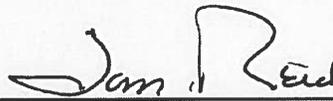
  
\_\_\_\_\_  
YOUNG LORFING  
CITY SECRETARY



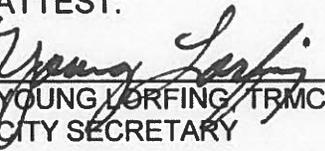
APPROVED AS TO FORM:

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

PASSED and APPROVED on Second and Final Reading this the 27<sup>th</sup> day of April, A. D., 2015.

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

ATTEST:

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



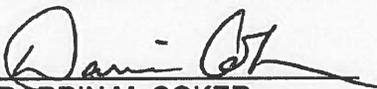
VOTING RECORD SECOND AND FINAL READING  
April 27, 2015

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

Voting "No" - 0.  
Motion passes 4 to 0. Councilmember Hill absent.

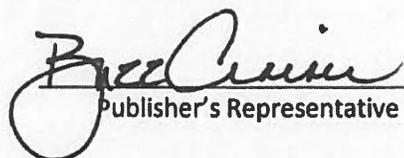
PUBLICATION DATE: April 30, 2015  
EFFECTIVE DATE: 04-27-2015  
PUBLISHED AS REQUIRED BY SECTION 3.10  
OF THE CHARTER OF THE CITY OF PEARLAND, TEXAS

APPROVED AS TO FORM

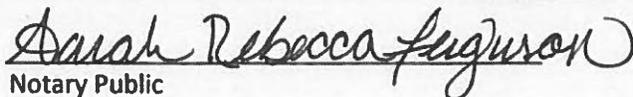
  
\_\_\_\_\_  
DARRIN M. COKER  
CITY ATTORNEY

**STATE OF TEXAS  
COUNTY OF BRAZORIA**

Personally appeared before the undersigned, a Notary Public within and for said  
County and State. Buzz Crainer, Representative for Brenda Miller Ferguson, Publisher of the  
Pearland Journal, a newspaper of general circulation in the County of Brazoria, State of Texas.  
Who being duly sworn, states under oath that the report of Legal Notice, a true copy of  
Which is hereto annexed was published in said newspapers in its issue(s) of April 30, 2015.

  
\_\_\_\_\_  
Publisher's Representative

Sworn to and subscribed before me this 30 day of April, 2015.

  
\_\_\_\_\_  
Notary Public

My commission expires on 1.17.16



**ORDINANCE NO. 633-4**

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

**PASSED and APPROVED ON SECOND AND FINAL READING this the 27th day of**

**April, A. D., 2015.**

*/s/* \_\_\_\_\_

**TOM REID  
MAYOR**

**ATTEST:**

*/s/* \_\_\_\_\_

**YOUNG LORFING, TRMC  
CITY SECRETARY**

**VOTING RECORD SECOND AND FINAL READING**  
**April 27, 2015**

**Vote "Yes" - Councilmembers Carbone, Shammah,  
Ortiz-Gonzalez and Moore**

**Vote "No" - 0**  
**Mayor (passed 4 to 0. Councilmember Hill absent)**

**PUBLICATION DATE: April 30, 2015**  
**EFFECTIVE DATE: 04-27-2015**

**PUBLISHED AS REQUIRED BY SECTION 3.10  
OF THE CHARTER OF THE CITY OF PEARLAND, TEXAS**

**APPROVED AS TO FORM**

*/s/* \_\_\_\_\_

**DARRIN M. COKER  
CITY ATTORNEY**



## Memo

To: Clay Pearson, City Manager

From: Michelle Graham, Parks & Recreation Director

CC: Jon Branson, Assistant City Manager, Eric Wilson, Public Works Director

Date: <sup>Jun 4 2014</sup> May 23, 2014

Re: Transition of ROW Mowing from Parks to Public Works

As requested, Public Works and Parks & Recreation have been working on a plan to transition the responsibility for mowing of ROW's to the Public Works Department.

The goals of this transition plan were to: increase efficiency by having a more complete streets approach to ROW maintenance, increased accountability by having mowing of ROW's in the same area as the maintenance within the ROW's, transfer ROW maintenance to completely to contract, transfer existing man hours in the Parks & Recreation Department to new support the addition of the new parks coming on-line and to make the transition as timely and smooth as possible.

The ultimate goal is to have the responsibility completely transitioned to Public Works by the beginning of the FY16 budget year and to have the responsibility performed solely under contract. This plan is dependent on additional allocation of funding for the contract. There is not an anticipated personnel savings and a reduction in staff is not proposed.

To begin this transition, the Public Works department was included in our initial meeting with the newly awarded contractor. Parks & Recreation will continue to manage the contract while the staff from the Public Works department shadows and learns from our staff. Public Works has agreed to begin to take over management of the contract when they have a position filled that will be managing this contract among other duties.

To create this position, Parks & Recreation has two existing vacancies in the department. Those positions have been offered to Public Works to support the creation of a position to manage the existing and additional contracts for mowing of the ROW's and the facilities. Public works is currently working on that position description along with other internal department organization changes.

Attached is an 'Action and Communication Plan', additional proposed steps/milestones, and the anticipated timeline for these actions. Also included are: current and future organization charts for the Parks division, an explanation of the man hour needs for existing parks and the upcoming additional parks. All data provided to show the need to maintain staffing levels within the Parks & Recreation Department while transitioning the responsibility for mowing of ROW to the Public Works Department.

## ROW Mowing Transition Action and Communication Plan

### SITUATION

During a meeting on April 7<sup>th</sup>, staff was informed that the mowing maintenance of ROW's would need to be removed from the responsibility of the Parks & Recreation Department and relocated under the direction of the Public Works Department. Staff was given the direction to develop a plan to make that happen so staff members of the both the Parks & Recreation Department and the Public Works Department met to discuss the needs, transition options, timing etc.

This plan makes the assumption and is contingent on additional funding being allocated to the mowing contract for additional areas. If funding is not added to allow for increasing the areas mowed under contract, the Parks & Recreation Department will need at least 8 additional staff to maintain additional facilities scheduled to come on-line in addition the areas currently maintained.

### GOALS

- Increase efficiency by having a more complete streets approach to ROW maintenance
- Increased accountability by having mowing of ROW's in the same area as the maintenance within the ROW's
- Transfer existing man hours in the Parks & Recreation Department to support the addition of the new parks coming on-line
- Make the transition as timely and smooth as possible
- Have the responsibility completely transitioned by the beginning of the FY16 budget year
- Have the responsibility eventually performed completely under contract
- Timely communication with effected staff at all levels

### TARGET AUDIENCES

- PARD staff
- Public Works staff
- Administration

### TACTICS/RESPONSIBILITY/TIMELINE

Tactic	Responsibility	When
Award new landscaping contract	P&R/Council	Complete
Send specs/contracts to PW	Eric H.	Complete
Host initial meeting with contractor	Chris O.	Complete
Begin management of the new contract	P&R (PW shadow)	6.1.14
Establish a position in PW to manage the contract	Public Works	8.1.14
Take over management of the contract	Public Works	8.1.14



Communicate pending changes to PW staff	Eric W.	Complete
Communicate pending changes P&R staff	Michelle	Complete
Provide updates to staff as available	Eric W./Michelle	On-going
Amend contract to add 518 and 35 to existing contract (to accommodate the two vacancies to PW)	Chris O./Bob	6.16.14
Determine amount available of the 25% available to add to existing contract	Chris O.	6.16.14
Obtain price quote information for additional areas not contracted for mowing	Chris O.	6.13.14
Supplemental request for contracting additional areas maintained by staff	Michelle/Chris O.	6.2.14
Create a ROW layer in the GIS system	Public Works	6.30.14
Bid additional areas to be contracted	Public Works	9.30.15
Reallocate staff as areas are added to contract	Chris O.	On-going FY15



Park Maintenance Man Hour Needs

2013 Hours for Parks only

Man hours	Mowing	18,755
	Chemical application, playground checks, trash, PM's, etc.	4,158
	Works orders	7,355
	Total	<b>30,268</b>
	Divide by 2080 hours	<b>15 FTE</b>

Future

Man hours	Current parks	30,268
	Additional park areas-including JHEC (projected)	13,008
	Total	<b>43,276</b>
	Divide by 2080 hours	<b>21 FTE</b>

Staffing levels (crew leaders and crew members)

FY 14	Crew leaders and crew members	26
	Allocating to PW	-2
	Total	<b>24 FTE</b>

Based on these numbers it appears we will have 3 more FTE's than needed for the work load. However, I need to express that none of these man hours include multiple travel times nor any of the tree work that is done by staff. These are the basic hours needed to provide a minimum/reactive level of service. We do have a contract for some tree services however staff does complete many of those tasks as well.

These staffing levels do not include supervisors. The department has two parks supervisors. They are both estimated to currently spend about 85% of their time actually working in the field on specific tasks leaving only 15% available for supervisory responsibilities. They are not leading, directing, training, inspecting, or reporting work as a supervisor would typically do. By retaining these 3 staff that appears to be "additional" we believe we would be able to continue to cover the minor, minimum and reactive tree work that needs to be done and provide relief for our supervisors so they can begin to develop, empower, train, inspect, report work as opposed to actually working in the field 85% of the time. Supervisors would still be expected to be in the field however more than 15% of the time allocated to paperwork, research, inspections, reporting etc. would be beneficial to the organization.

In order to improve or invest additional time and resources to improving a healthy urban canopy and ensuing our compliance with/growth in the Tree City USA program, the need to additional forestry workers and equipment submitted as a supplemental would be needed however to maintain status quo current staffing levels would be adequate.

# Memo

To: Clay Pearson, City Manager

From: Michael Leech, Assistant Director of Public Works/ML

CC: Trent Epperson, Assistant City Manager

Eric Williams, Public Works Director

Date: November 19, 2014

Re: Rights of Way Mowing Program



The purpose of this memorandum is to over view a plan, cooperatively developed by the Public Works, Parks and Fire / (Code Enforcement Division) Departments, to transition maintenance of portions of privately owned property from the City back to the private land owner.

Presently mowing maintenance of the ROW is managed by both the Public Works and Parks Departments. A plan was developed to transition all mowing maintenance of the ROW from the Parks Department to Public Works via the FY15 Budget process. The gist of that plan was that the Parks Department would maintain City parks and the Public Works Department would maintain the ROW. The plan was to contract for these services as Public Works does not have sufficient personnel or equipment to do the work in house. However, insufficient funding was available to complete the transition; therefore the Parks Department still maintains significant portions of the ROW with in house resources while Public Works maintains a portion through contracted services.

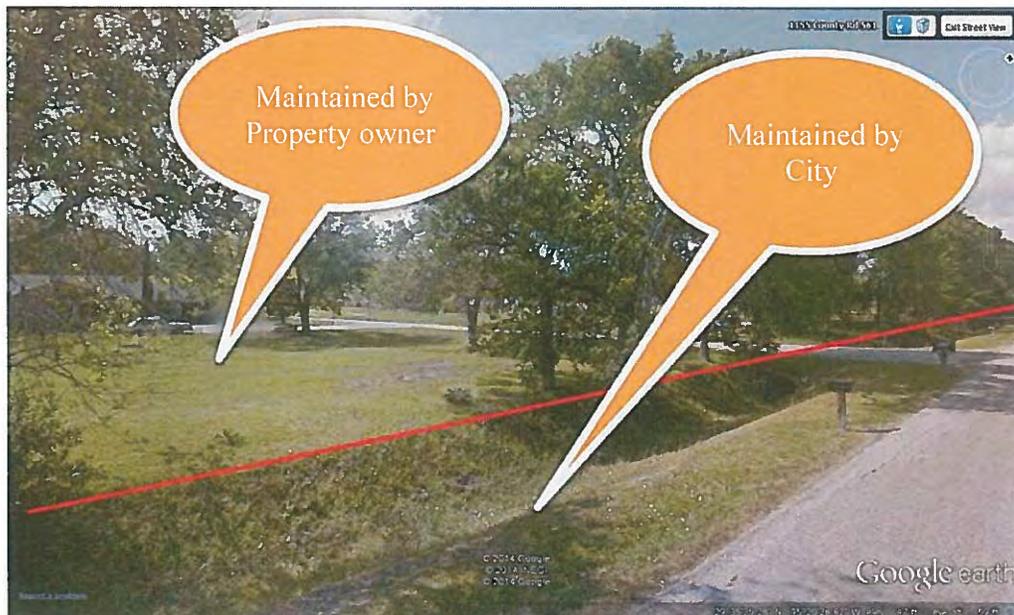
The following is taken from the City of Pearland Code of Ordinances. The intent of this ordinance is to convey that property owners are required to maintain their property to the back of curb or in cases where no curb is present, the hard surface of the road.

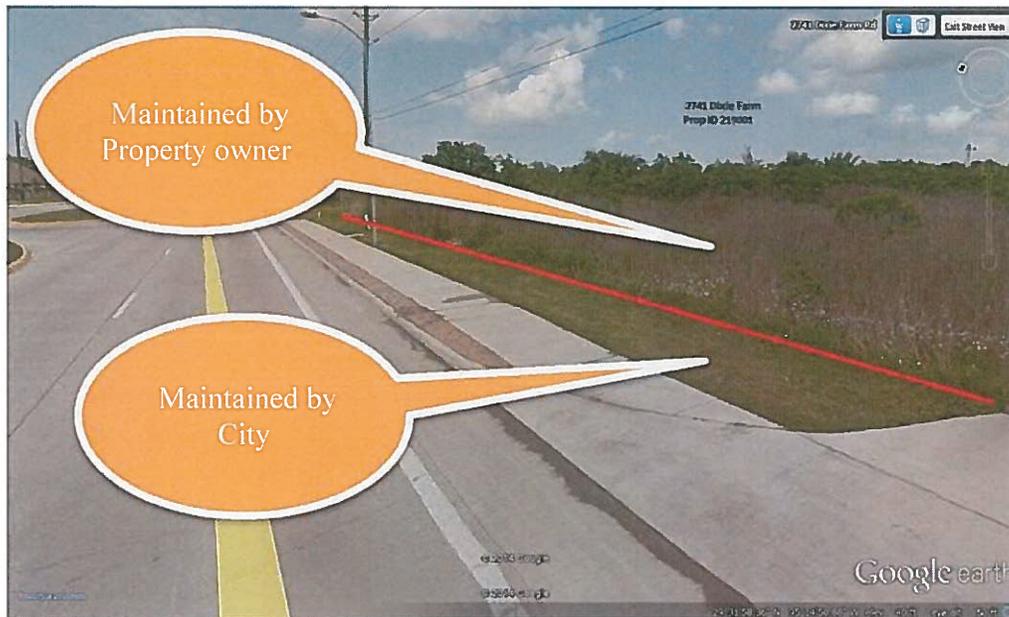
## **Sec. 13-17. - Unsanitary or hazardous conditions unlawful.**

### *(a) Weeds.*

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

The purpose of the following exhibits is to illustrate instances where the Parks or Public Works Departments are maintaining areas of private property that should be transitioned back to the property owner.





We believe that the key to the Transition Plan from City provided mowing maintenance to property owner mowing maintenance will be good and frequent communication from a variety of sources. Public Works, Parks and Code Enforcement plan to provide each effected property owner with a letter, a draft of which is below, detailing the City's intent. Additional communication will come in the form of City website updates, Facebook posts, Twitter, the municipal television channel as well as the City's newsletter.

The tentative date for the transition from City provided mowing maintenance to property owner mowing maintenance is March 1, 2015. Public Works, Parks and Code Enforcement are eager to begin this challenging project and would like to hear your input. The first letters are scheduled to go out in December. Information from the other sources listed above will be ready soon thereafter.

Dear Pearland Property Owners,

The City of Pearland actively pursues a consistent and ongoing goal of improving and maintaining the physical attractiveness of our community. Keeping the landscaping in the medians and along the sides of streets neatly mowed is a significant part of this effort.

For years, the City has had an ordinance (Pearland Code of Ordinances Section 13-17) in effect that requires all property owners to maintain their property in a sanitary and attractive condition, including the unpaved portion of the right-of-way that exists in front of homes and/or businesses. This is the strip of grass between the paved surface of the roadway and the sidewalk or abutting property line. Despite the ordinance, in the past the City has mowed many of the grassy right-of-way strips in front of businesses and residences alike.

However, in order to be fair to all businesses and property owners, particularly those that have maintained their property and the adjacent right-of-way strip as required, the City will no longer mow these strips. Instead, the City asks for your ongoing assistance in keeping the grass in these strips that abut your property in good condition, maintained to not exceed 12 inches in height. In an effort to assist residents and businesses through this transition, the City of Pearland is issuing this letter to inform all landowners of their responsibility. In order to allow for landowner preparation, the City of Pearland intends to continue its current maintenance practices through February 28, 2015. **Effective March 1, 2015**, the responsibility of maintenance of these strips will become that of abutting landowners.

We truly appreciate your assistance in this matter. The pride you take in the appearance of Pearland not only has an impact on your property, but the community as a whole. Again, we thank you for your assistance. If you have any questions on this matter, please contact the Public Works Department at 281.652.1900.

Sincerely,

**Eric Hammond**

**Right-of-Way Superintendent**

Pearland Public Works Department

**RESOLUTION NO. R2016-5**

**A Resolution of the City Council of the City of Pearland, Texas, awarding a unit price contract for the rough cut mowing and maintenance of roadside ditches, vacant City properties and retention areas, to Lawnsapes Unlimited in the estimated amount of \$95,858.89, for the period of January 12, 2016 through January 11, 2017.**

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

**Section 1.** That competitive bids for a service contract have been reviewed and tabulated.

**Section 2.** That the City Council hereby awards the bid to Lawnsapes Unlimited, in the estimated amount of \$95,858.89.

**Section 3.** The City Manager or his designee is hereby authorized to execute a contract for the rough cut mowing maintenance of roadside ditches, vacant City properties and retention areas.

PASSED, APPROVED and ADOPTED this the \_\_\_\_ day of \_\_\_\_\_, A.D., 2016.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

<b>AGENDA OF:</b> January 11, 2016	<b>ITEM NO.:</b> Ordinance No. CUP 2015-13				
<b>DATE SUBMITTED:</b> December 21, 2015	<b>DEPT. OF ORIGIN:</b> Planning				
<b>PREPARED BY:</b> Ian Clowes	<b>PRESENTOR:</b> Lata Krishnarao				
<b>REVIEWED BY:</b> Lata Krishnarao	<b>REVIEW DATE:</b> January 4, 2016				
<p><b>SUBJECT: Ordinance No. CUP 2015-13</b> - An ordinance of the City Council of the City of Pearland, Texas, approving a <b>Conditional Use Permit (CUP) to allow for a winery in the General Commercial (GC) zone</b>, being the North one-half of Lot 47 of the Subdivision of Section 85, H.T.B.B. Railroad Company Survey, Abstract No. 304, in Brazoria County, Texas; being that same tract of land as described in the deed to Thomas a, Amundsen recorded in Volume 91960, Page 139, Deed Records of Brazoria County, Texas. <b>(Located at 2635 Miller Ranch Road, Pearland, TX)</b> Conditional Use Permit Application No 2015-13, within the General Commercial (GC) zoning district, at the request of Jimmy Aranda, applicant; on behalf of Tom Amundsen, owner, containing a savings clause, a severability clause, and an effective date and other provisions related to the subject.</p>					
<p><b>ATTACHMENTS:</b> Ordinance No. 2015-13 and Exhibits (<b>Exhibit A – Legal Description; Exhibit B – Location Map; Exhibit C - Legal Ad; Exhibit D- Planning and Zoning Commission Recommendation Letter)</b> <b>Joint Public Hearing Packet (12.14.15)</b></p>					
<p><b>To be completed by Department:</b></p> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; width: 25%;">Finance</td> <td style="text-align: center; width: 25%;">Legal</td> <td style="text-align: center; width: 25%;">Ordinance</td> <td style="text-align: center; width: 25%;">Resolution</td> </tr> </table>		Finance	Legal	Ordinance	Resolution
Finance	Legal	Ordinance	Resolution		

**SUMMARY**

The applicant is requesting approval of a conditional use permit (CUP) to allow for a Winery in the General Commercial (GC) zoning district.

The proposed use will be located within an existing building that is currently part of a small office warehouse park located on the east side of Miller Ranch Road. The

applicant is proposing a 2500 square foot facility that will include a small tasting room with seating for up to 12 guests. The CUP will be for the entire property, allowing future expansion if needed. The facility will include an area for production, bottling, and tasting of the product. All functions of the proposed winery will take place within the existing building. No changes to the exterior of the building or land are proposed at this time.

## **RECOMMENDATION**

Staff recommends approval of the requested CUP on the approximately 4.441 acre site to allow a winery use for the following reasons:

1. The approved CUP will allow for a new use in the city to operate within an existing development. The Unified Development Code was updated recently to permit uses such as breweries, wineries, and coffee roasters in some commercial zones. The proposed use is also similar to some light manufacturing uses that would be currently permitted on this property by the SUP. The proposed use matches the character of the existing development.
2. It is not anticipated that the proposed CUP will have significant negative impacts on surrounding properties or developments.
3. All requirements of the UDC will be met for any future redevelopment and expansion on the site.

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

**PLANNING AND ZONING COMMISSION DISCUSSION:** At the regular meeting of the Planning and Zoning Commission on December 14, 2015, P&Z Commissioner Mary Starr made a motion to approve the CUP request; the motion was seconded by P&Z Commissioner Derrell Isenberg. The motion was approved 7-0. Commissioners Isenberg, Starr, Pradia, McFadden, Duncan, Selsky, and Tunstall all voted in favor of the requested CUP.

### **Ordinance No. CUP 2015-13**

An ordinance of the City Council of the City of Pearland, Texas, approving a **Conditional Use Permit (CUP) to allow for a winery in the General Commercial (GC) zone**, being the North one-half of Lot 47 of the Subdivision of Section 85, H.T.B.B. Railroad Company Survey, Abstract No. 304, in Brazoria County, Texas; being that same tract of land as described in the deed to Thomas a, Amundsen recorded in Volume 91960, Page 139, Deed Records of Brazoria County, Texas. **(Located at 2635 Miller Ranch Road, Pearland, TX.)** Conditional Use Permit Application No 2015-13, within the General Commercial (GC) zoning district, at the request of Jimmy Aranda, applicant; on behalf of Tom Amundsen, owner, containing a savings clause, a severability clause, and an effective date and other provisions related to the subject.

**WHEREAS**, Jimmy Aranda, applicant; on behalf of Tom Amundsen, owner; is requesting approval of a Conditional Use Permit (CUP) to allow for a winery use on approximately 4.441 acres of land on the following described property; said property being legally described in the legal description attached hereto and made a part hereof for all purposes as Exhibit "A," and more graphically depicted in the vicinity map attached hereto and made a part hereof for all purposes as Exhibit "B"; and

**WHEREAS**, on the 14<sup>th</sup> day of December 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 14<sup>th</sup> day of December 2015, the Planning and Zoning Commission submitted its report and recommendation to the City Council regarding the proposed Conditional Use Permit to allow for a winery use on approximately 4.441 acres of land, said recommendation attached hereto and made a part hereof for all

purposes as Exhibit “D”; and

**WHEREAS**, upon receipt of the report from the Planning and Zoning Commission, City Council considered this application and the recommendation of the Planning and Zoning Commission at regular meetings on the 11<sup>th</sup> day of January 2016 and the 25<sup>th</sup> day of January 2016; and

**WHEREAS**, the City Council having fully heard the testimony and argument of all interested parties, and having been fully advised in the premises, finds that in the case of the application of Jimmy Aranda, applicant; on behalf of Tom Amundsen, owner; for approval of a Conditional Use Permit on approximately 4.441 acres of land to allow for a winery use; presented which, in the judgment of the City Council, would justify the approval of said application; now, therefore,

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

**Section I.** The following described property located within the corporate City Limits of the City of Pearland, Texas, and presently being located within the General Commercial (GC) zoning district, is hereby granted a Conditional Use Permit to allow for a winery use, subject to all requirements of the GC zoning district, in accordance with all conditions and requirements of the current Unified Development Code and the following conditions approved by the City Council and incorporated for all purposes, such property being more particularly described as:

**Legal Description:** Being the North one-half of Lot 47 of the Subdivision of Section 85, H.T.B.B. Railroad Company Survey, Abstract No. 304, in Brazoria County, Texas; being that same tract of land as described in the deed to Thomas a, Amundsen recorded in Volume 91960, Page 139, Deed Records of Brazoria County, Texas.

**General Location:** 2635 Miller Ranch Road, Pearland, TX

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

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

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

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

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

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

PASSED, APPROVED, and ADOPTED on First Reading this 11<sup>th</sup> day of January, 2016.

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TOM REID  
MAYOR

ATTEST:

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YOUNG LORFING, TRMC  
CITY SECRETARY

PASSED, APPROVED, and ADOPTED on Second and Final Reading this 25<sup>th</sup>  
day of January, 2016.

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TOM REID  
MAYOR

ATTEST:

---

YOUNG LORFING, TRMC  
CITY SECRETARY

APPROVED AS TO FORM:

---

DARRIN M. COKER  
CITY ATTORNEY

**Exhibit A**  
**Legal Description**

Being the North one-half of Lot 47 of the Subdivision of Section 85, H.T.B.B. Railroad Company Survey, Abstract No. 304, in Brazoria County, Texas; being that same tract of land as described in the deed to Thomas a, Amundsen recorded in Volume 91960, Page 139, Deed Records of Brazoria County, Texas.



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**

**CONDITIONAL USE PERMIT APPLICATION NUMBER:  
2015-13**

Notice is hereby given that on December 14, 2015 at 6:30 p.m., the City Council and Planning and Zoning Commission of the City of Pearland, in Brazoria, Harris and Fort Bend Counties, Texas, will conduct a joint public hearing in the Council Chambers of City Hall, located at 3519 Liberty Drive, Pearland, Texas, at the request of Jimmy Aranda, applicant; on behalf of Tom Amundsen, owner; for approval of a Conditional Use Permit (CUP) to allow for a Winery in the General Commercial (GC) zoning district; on approximately 4.441 acres of land, to wit:

Being the North one-half of Lot 47 of the Subdivision of Section 85, H.T.B.B. Railroad Company Survey, Abstract No. 304, in Brazoria County, Texas; being that same tract of land as described in the deed to Thomas Amundsen recorded in Volume 91960, Page 139, Deed Records of Brazoria County, Texas.

General Location: 2635 Miller Ranch Road, Pearland, TX

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

Ian Clowes  
Senior Planner

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



# Planning & Zoning Commission

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## Recommendation Letter

December 15, 2015

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

Re: Recommendation on CUP Application 2015-13

Honorable Mayor and City Council Members:

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

A request of Jimmy Aranda, applicant; on behalf of Tom Amundsen, owner; for approval of a Conditional Use Permit (CUP) to allow for a winery in the General Commercial (GC) zoning district; on approximately 4.441 acres of land, to wit:

**Legal Description:** Being the North one-half of Lot 47 of the Subdivision of Section 85, H.T.B.B. Railroad Company Survey, Abstract No. 304, in Brazoria County, Texas; being that same tract of land as described in the deed to Thomas a, Amundsen recorded in Volume 91960, Page 139, Deed Records of Brazoria County, Texas.

**General Location:** 2635 Miller Ranch Road, Pearland, TX

P&Z Commissioner Mary Starr made a motion to approve the CUP request; the motion was seconded by P&Z Commissioner Derrell Isenberg. The motion was approved 7-0. Commissioners Isenberg, Starr, Pradia, McFadden, Duncan, Selsky, and Tunstall all voted in favor of the requested CUP.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ian Clowes".

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



# City of Pearland Planning Department Universal Application

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

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

### TYPE OF APPLICATION:

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

### PROJECT INFORMATION:

Residential       Commercial       Property Platted       Property Not Platted

Project Name: DIONISIO WINERY Tax ID: \_\_\_\_\_

Project Address/Location: 2635 MILLER RANCH RD # 103

Subdivision: LOT 47 SACS 85 HT&B No. of Lots: 1 Total Acres: 4.441

Brief Description of Project: WINERY

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

### PROPERTY OWNER INFORMATION:

Name: TOM AMUNDSON  
AMUNDSON PROPHETICS LLC

Address: 2625 MILLER RANCH RD.

City: PEARLAND State: TX Zip: 77584

Phone: 281-468-8521

Fax: \_\_\_\_\_

Email Address: TOM@MATRIMONMANUFACTURING.COM

### APPLICANT/AGENT INFORMATION:

Name: JIMMY ARANDA

Address: 2110 JEFFERSON ST # 119

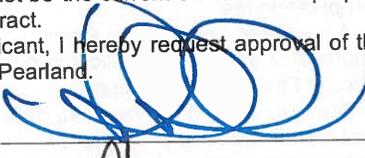
City: HOUSTON State: TX Zip: 77003

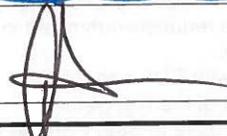
Phone: 713 906 2499

Fax: 713 738 6953

Email Address: dionisiowinery@gmail.com

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

Owner's Signature:  Date: 11/11/15

Agent's/ Applicant's Signature:  Date: 11-11-15

<b>OFFICE USE ONLY:</b>			
FEES PAID: <u>A 1025</u>	DATE PAID: <u>11/13/15</u>	RECEIVED BY: <u>VH</u>	RECEIPT NUMBER: <u>47975</u>
			APPLICATION NUMBER: <u>2015-13</u>



**\*Requesting a Conditional Use Permit \***

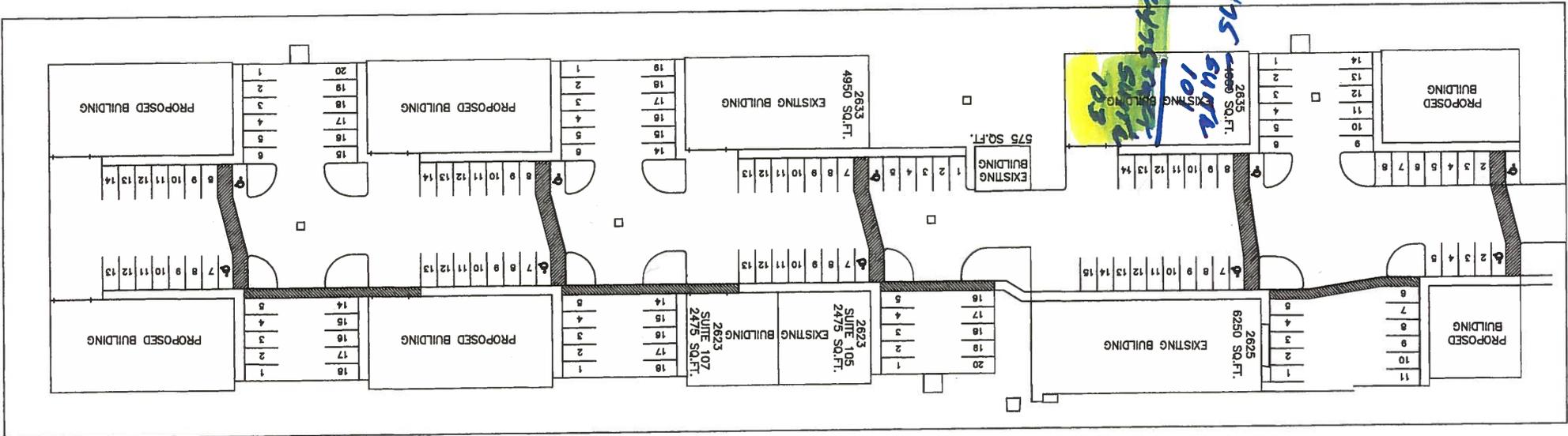
**Purpose: To Open a Winery in the Pearland Location to produce wine and distribute to local stores**

**Operations of the use: Produce wine, bottle, and by the case**

**Square footage of the Building: 2500 sq ft**

**Plan is attached to packet**



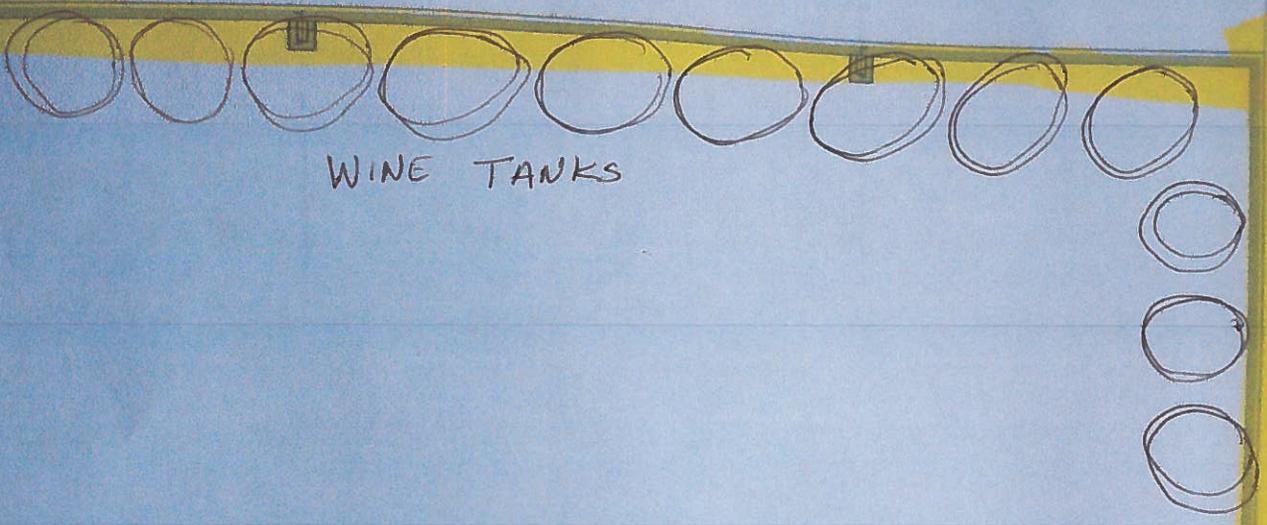


# Google Maps 2635 Miller Ranch Rd



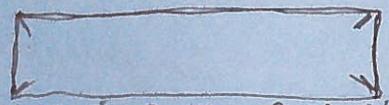
Imagery ©2015 DigitalGlobe, Houston-Galveston Area Council, Texas General Land Office, Texas Orthoimagery Program, U.S. Geological Survey, Map data ©2015 Google

50 ft 



WINE TANKS

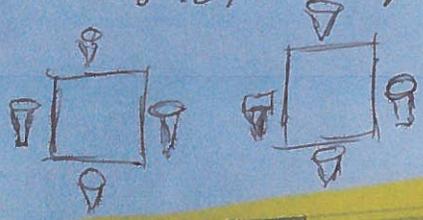
STAINLESS TABLE for:



LABELING BOTTLES - BOTTLE FILLER

BIG TABLE

VENDOR TASTING ROOM  
8-12 people only



DOOR  
ADD 3' 0" X 7' 0"  
H.M. DOOR AND FRAME

OFFICE

OFFICE

BATH ROOM

Utility Room

ADD 3' 0" X 9' 0"  
SINGLE PULL DOOR AND FRAME

REMOVE DOOR ADD 7'

REMOVE DOOR AND FRAME

REMOVE DOOR AND FRAME

CONCRETE

50'-4"

1500  
sq. Ft.

350  
sq. Ft.

147  
sq. Ft.

147  
sq. Ft.

147  
sq. Ft.

SEPARATE SPOON

ADD 3'-0" X 7'-0"  
H.M. DOOR AND FRAME

ADD 3'-0" X 9'-0"  
SINGLE RACO DOOR AND FRAME

REMOVE DOOR-ADD FIREWALL

REMOVE DOOR-ADD FIREWALL

EXISTING ELEC.

EXISTING ELECTRICAL  
SERVICE CUTTERS

EXIST CT CAN  
AND METER

100 AMP  
MAIN DISCONNECT  
120 / 240 - 1Ø 3W.  
N-3Ø

# Posting of Notification Signs on Property under Consideration for a Zone Change

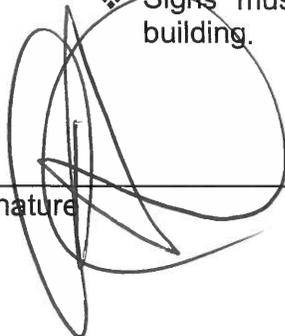
Any person, firm or corporation requesting a zoning change, a conditional use permit (CUP), or a variance shall be required to erect and maintain a sign(s), to be inspected by the City, upon the property for which a variance or zoning change has been requested.

Such sign(s) shall be located as follows:

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

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

- ❖ Signs must be professionally made; handwritten signs are not allowed.
- ❖ Signs must be freestanding and cannot be attached to a tree, fence, or building.

Signature 

Date 11-11-15



**OFFICIAL TAX RECEIPT**  
 ROVIN GARRETT, PCC  
 BRAZORIA COUNTY TAX ASSESSOR - COLLECTOR  
 111 E. LOCUST  
 ANGLETON, TEXAS 77515  
 Account No: 0304-0005-000  
 Certified Owner: PEARLAND HC LTD  
 2014 VALUE: 696,380

FIRST CLASS  
 U.S POSTAGE PAID  
 PERMIT NO. 4  
 ANGLETON TX

AMUNDSEN PROPERTIES, A0304 H T & B R F  
 BLOCK 1, TRACT RESERVE A (COMMERCIAL)  
 ACRES 4.441

<b>Jr</b>	<b>Year</b>	<b>Levy Paid</b>	<b>P&amp;I</b>	Parcel Address: 2633 MILLER RANCH RD CF
1	2014	3,053.63	0.00	Legal Acres: 4.4410
9	2014	417.83	0.00	Appr No: 168245
28	2014	9,858.65	0.00	Deposit No: 4C311103174
54	2014	1,086.35	0.00	Paid Date: 12/31/2014
96	2014	4,958.92	0.00	Total Paid: \$19,375.38
				Check No: 00001831
				Balance Due: \$0.00

Exemption(s): NONE

PEARLAND HC LTD  
 2625 MILLER RANCH RD  
 PEARLAND, TX 77584-9541



11/12/15

BRAZORIA CO. M.U.D. #17  
 5 OAKTREE  
 P. O. BOX 1368  
 FRIENDSWOOD TX, 77549-1368  
 THOMAS W. LEE, RTA  
 TEL: 281-482-0216 FAX: 482-5285  
 WWW.ASWTAX.COM

**RECORD OF TAX PAYMENT**

ACCOUNT: 54-0304-0005-000  
 PEARLAND HC LTD  
 2625 MILLER RANCH RD  
 PEARLAND TX 77584-9541

AMUNDSEN PROPERTIES, A0304 H  
 T & B R R, BLOCK 1, TRACT  
 RESERVE A (COMMERCIAL), ACRES  
 4.441

2625 MILLER RANCH RD

TAX YEAR	JURIS	TAXABLE VALUE	TAX RATE	LEVY	PENALTY INTEREST	COLLECTION FEE	TOTAL PAYMENT
2014	054	696,380	.520000	3,621.18	.00	.00	3,621.18
<b>TOTAL TAXES PAID</b>				<b>3,621.18</b>	<b>.00</b>	<b>.00</b>	<b>3,621.18</b>
<b>EXEMPTIONS: NONE</b>				<b>TOTAL AMOUNT RECEIVED:</b>			<b>3,621.18</b>
<b>PAID BY: PEARLAND HC LTD</b>				<b>RECEIPT DATE:</b>			<b>12/29/2014</b>
<b>CHECK #: 001832</b>				<b>VALIDATION NUMBER:</b>			<b>412290-5240001</b>



Kingsley Drive turn lane, site landscaping, ball field lighting, and the off-site water line extension. In addition, some site amenities within the bid package were changed to alternate bid items, these included: the amphitheater, maintenance building, volleyball courts, flagpoles, playground equipment, picnic tables, refuse containers, and park signage.

Working with the Parks Department, Staff elected to keep four Alternate Items, specifically: the flag poles, picnic tables, refuse containers and the park entry sign. The following alternate items were not selected: the lawn amphitheater, the maintenance building, volleyball courts, playground equipment, clearing and grubbing of phase 2 areas, crushed stone road, the additional 1 year tree maintenance, and substituted concrete for the granite trail.

Once construction began on the park, the City awarded a contract to MUSCO Sports Lighting to light 7 of the 8 baseball fields through a BuyBoard purchase. A contract to construct the fourth leg of the traffic signal was awarded to Traffex, Inc. The playground equipment contract was awarded to Kompan, Inc. and was purchased via the U.S Communities government purchasing alliance. That work is either underway or completing.

An Interlocal Agreement between City of Pearland and Boards for BCMUD's 1 and 26 went before Council on June 8, 2015. This agreement provided an additional \$685,000 from each organization to supplement the funding for water, sewer and drainage items related to construction of the park facilities. Their \$1.37 million contribution will replace funds used to pay for costs related to water, sewer and drainage expenses included in the original construction contract allowing the City to incorporate the amenities that were removed from the original scope. The priorities of amenities to be added back with the new funds per the interlocal agreement are as follows:

- Crushed granite trail around detention pond
- Clear and grubbing Ph 2 open space
- Playground
- Lawn Amphitheater
- Volleyball courts
- Maintenance Building
- 4<sup>th</sup> lighted softball field
- Scoreboards for softball fields.

In keeping with the interlocal, Staff negotiated a change order with Crain Group to add the following work items back into the contract: the lawn amphitheater, volleyball courts, clearing and grubbing of phase 2 areas, concrete walking trail, and ballfield number 8. This change order was awarded at the October 12, 2015 Council meeting.

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

On October 28, 2015 City staff was notified by Crain Group of a quantity discrepancy they discovered upon reconciling the electrical subcontractor's invoice in preparation for a pay application submittal. Quantities in the bid form for the bid items of "Trenching" and "Conduit & Wire" are less than the quantities required to complete the underground electrical for the sports field lighting. Quantities included in the bid form for these items are 5,000 linear feet (lf) and 15,000 lf respectively. Discussions and correspondence between the design team, City staff, and the contractor have yielded that the final required quantity overruns for the trenching and conduit/wire installation for the site are 4,036 lf and 27,296 lf respectively. It should be noted that these additional conduit, wire and trenching quantities are required to provide a fully functional electrical and sports field lighting system.

After review and analysis of Crain's request for adjustment of the contract quantities, Staff were able to determine that their request was valid. Their subcontractor bid the 15,000 lf of conduit

and wire quantity and provided pricing for the 5,000 lf of trenching only, both per the quantities on the bid form.

Upon further analysis of the subcontractor’s material takeoff for the conduit and wire, the electrical engineer agreed that the 42,296 lf (consisting of 15,000 in the contract + 27,296 additional for sports field lighting) is the actual required quantity given their proposed/installed configuration of trenching and circuitry.

The contractor has submitted a detailed takeoff of wire sizes and run lengths with associated costs. The current contract unit prices for the existing bid items are \$15.44/lf for trenching and \$20.00/lf for conduit/wire. To resolve the discrepancies, the existing contract quantity for trenching will be increased by an additional 4,036 lf to a total of 9,036 lf to cover the additional quantity resulting in an added cost of **\$62,315.84**. The existing conduit/wire line item total of \$300,000.00, will be deducted in its entirety and new line items reflecting the actual sizes, types and lengths of conduit and wire installed will be entered based on the contractors proposed configuration. (details are in the attached Change Order Request) The combined conduit/wire total will be \$652,631.58, which is \$15.43/lf. Less the original amount of \$300,000, this is an added cost of **\$352,631.58**.

The General Contractor will be allowed a customary 5% markup for Overhead and Profit on the new conduit/wire line items for a total of **\$32,631.58**. The increase to the total contract cost warrants additional mandatory bonds/insurance in the amount of **\$3,133.00**. The total price for this change order is **\$450,712.00**. See attached Change Order Request from Crain Group for details.

**BID AND AWARD**

N/A

**SCHEDULE**

The contractor will be authorized to proceed with the work upon Councils approval of the change order and will commence work immediately.

**POLICY/GOAL CONSIDERATION**

**Strategic Goals: Fiscally Responsible, Quality Parks, Recreation & Events**

Construction of this park with all amenities as originally planned provides a multipurpose sports complex in this area of the community as called for in the Parks and Recreation Master Plan originally identified in the 2007 bond program.

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

There are currently funds available in the project budget to cover these additional costs. However, there is an overall cost impact to the project. While the scope of the remaining two components planned for the project, site landscaping and maintenance building, will be affected by this additional cost, the inclusion of this system is necessary and essential to the function of the sports lighting which is a key component of the park.

Year	To Date	2017	2018	2019	2020	Total
<b>Budget</b>	<b>\$ 10,125,051</b>					<b>\$ 10,125,051</b>
<b>Prior Expenditures</b>						
PER	37,051					37,051
Land/ROW	3,908					3,908
Design/Survey	669,609					669,609
Construction	8,606,460					8,606,460
FF&E						-
<b>Current Request</b>						
<b>Construction</b>	<b>450,712</b>					<b>450,712</b>
<b>Future Expenditures</b>						
PER						-
Land/ROW						-
Design/Survey						-
Construction	357,312					357,312
FF&E						-
<b>Total Expenditures</b>	<b>\$ 10,125,051</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,125,051</b>
<b>Remaining Balance</b>	<b>\$ (0)</b>	<b>\$ (0)</b>	<b>\$ (0)</b>	<b>\$ (0)</b>	<b>\$ (0)</b>	<b>\$ (0)</b>

Debt Sold	9,767,801					
Debt to Be Sold						
<b>Annual Debt Service</b>	<b>976,780</b>	<b>976,780</b>	<b>976,780</b>	<b>976,780</b>	<b>976,780</b>	

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

Year	2016	2017	2018	2019	2020
Operation and Maintenance Costs	\$ 524,616	\$ 540,659	\$ 551,838	\$ 560,000	

### **RECOMMENDED ACTION**

Consideration and approval of a resolution approving a change order to the construction contract for Crain Group, L.L.C. in the amount of \$450,712.00 for the Sports Complex at Shadow Creek Ranch Project and authorizing the City Manager to execute the agreement.

**RESOLUTION NO. R2015-221**

**A Resolution of the City Council of the City of Pearland, Texas, approving a change order with Crain Group, LLC in the amount of \$450,712.00 associated with the Sports Complex at Shadow Creek Ranch Project.**

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

**Section 1.** That certain change order associated with the Sports Complex at Shadow Creek Ranch Project, 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 the change order associated with the Sports Complex at Shadow Creek Ranch Project.

PASSED, APPROVED and ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2016.

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

ATTEST:

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

APPROVED AS TO FORM:

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



**Change Order Request #14 - Site Electrical Quantity Overruns - REV #7**

1/6/2016

**PROJECT:**

City of Pearland Sports Complex  
13050 Shadow Creek Parkway  
Pearland , Tx 77584  
Project No: P20002

<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>RATE</u>	<u>ITEM TOTAL</u>	<u>DIVISION TOTAL</u>
Line Item #49 "Trenching" (Overrun)	4036	LF	\$15.44	\$62,315.84	
Line Items "Conduit and Wire" (Correct Qty)	see attached		see attached	\$652,631.58	
<b>Deduct</b> Original Line Item #50 "Conduit and Wire"	15000	LF	\$20.00	-\$300,000.00	
Contractor's OH&P (5%)	1	LS	\$32,631.58	\$32,631.58	
Performance and Payment Bond	1	LS	\$3,133.00	\$3,133.00	
					<b>\$450,712.00</b>
<b>Grand Total</b>					<b>\$450,712.00</b>

**QUALIFICATIONS:**

- 1 Change Order Request based on quantity overruns from the bid form and actual quantities required.
- 2 The project schedule has been effected by since October 30, 2015.

APPROVED BY: \_\_\_\_\_

DATE:



## Change Order Request – 120515 – 1(Revision 3)

**Prepared by:** Ronnie Boegler  
**Job Name:** City of Pearland Sports Complex  
**Contractor - POC:** Crain Group – John Green  
**Date:** 12/17/15

SGG Electrical Services was asked to estimate the conduit and wire by size with real quantities to come up with price change.

<u>Wire Size</u>	<u>LF</u>	<u>Wire</u>	<u>Conduit</u>	<u>Labor</u>	<u>Total</u>
#2	2075	\$14,442.00	\$2,478.00	\$16,807.50	\$33,727.50
#3	5495	\$30,332.40	\$6,534.00	\$44,509.50	\$81,375.90
#4	15585	\$69,197.40	\$18,510.00	\$126,238.50	\$213,945.90
#6	9549	\$27,501.12	\$11,302.80	\$77,346.90	\$116,150.82
#8	6586	\$12,249.96	\$7,723.20	\$53,346.60	\$73,319.76
#10	1522	\$1,826.40	\$1,754.40	\$12,328.20	\$15,909.00
#12	724	\$651.60	\$820.80	\$5,864.40	\$7,336.80
350kcmil	200	\$31,536.00	\$496.80	\$1,620.00	\$33,652.80
500kcmil	560	\$58,346.40	\$1,676.70	\$4,536.00	\$64,559.10
Wire Total	42296	\$246,083.28	\$51,296.70	\$342,597.60	\$639,977.58
Conduit Only	2850		\$3,420.00	\$9,234.00	\$12,654.00
<b>Grand Total</b>					<b>\$652,631.58</b>

1. Conduit/Wire (Line Item #50)
  - Total from Drawings +\$652,631.58
  - Minus Contract Amount (\$270,000.00)
  - Change Order Amount +\$382,631.58

The changes above will result in a price change of +\$382,631.58  
Please sign and fax this form to 281-648-2577

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

Customer Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

## Takeoff Summary

### FIELD LIGHTING

From	To	Wire (LF)	Wire Size	# of Wire	Conduit (LF)	Conduit Size
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#### Field 1 Circuits

HSL1	A1	981	4	4	971	1.5
HSL1	A2	999	4	4	989	1.5
HSL1	B1	1107	3	4	1097	1.5
HSL1	B2	1133	3	4	1123	1.5
HSL1	C1	1399	4	4	1389	1.5
HSL1	C2	1440	4	4	1430	1.5

#### Field 2 Circuits

HSL1	A2	999	4	4	989	1.5
HSL1	A3	918	6	4	908	1.5
HSL1	B3	1130	3	4	1120	1.5
HSL1	B4	797	4	4	787	1.5
HSL1	C3	1165	4	4	1155	1.5
HSL1	C4	872	6	4	862	1.5

#### Field 3 Circuits

HSL1	A3	918	6	4	908	1.5
HSL1	A4	782	6	4	772	1.5
HSL1	B5	785	4	4	775	1.5
HSL1	B6	660	4	4	650	1.5
HSL1	C5	489	8	4	479	1.5
HSL1	C6	337	10	4	327	1.5

#### Field 4 Circuits

HSL1	A1	981	4	4	971	1.5
HSL1	A4	782	6	4	772	1.5
HSL1	B7	643	4	4	633	1.5
HSL1	B8	1085	3	4	1075	1.5
HSL1	C7	681	6	4	671	1.5
HSL1	C8	991	4	4	981	1.5

#### Field 5 Circuits

HLS2	A5	447	8	4	437	1.5
HLS2	A6	402	8	4	392	1.5
HLS2	B9	542	6	4	532	1.5
HLS2	B10	508	6	4	498	1.5
HLS2	C7	681	6	4	671	1.5
HLS2	C9	810	6	4	800	1.5

#### Field 6 Circuits

HLS2	A6	402	8	4	392	1.5
HLS2	A7	251	10	4	241	1.5
HLS2	B10	508	8	4	498	1.5
HLS2	B11	194	12	4	184	1.5
HLS2	C6	337	10	4	327	1.5
HLS2	C10	144	12	4	134	1.5

**Field 7 Circuits**

HLS2	A7	251	10	4	241	1.5
HLS2	A8	397	8	4	387	1.5
HLS2	B11	194	12	4	184	1.5
HLS2	B12	495	8	4	485	1.5
HLS2	C11	192	12	4	182	1.5
HLS2	C12	399	8	4	389	1.5

**Field 8 Circuits**

HLS2	A5	447	8	4	437	1.5
HLS2	A8	397	8	4	387	1.5
HLS2	B9	542	8	4	532	1.5
HLS2	B12	495	8	4	485	1.5
HLS2	C13	670	6	4	660	1.5
HLS2	C14	892	6	4	882	1.5

**Total LF Wire: 32671**

**Total LF Conduit: 32191**

**SITE POWER**

CIRCUITS	Takeoff (LF)	Wire Size	# of Wire	Conduit (LF)	Conduit Size
LS-1,3	1040	3	4	1030	1.5
LS-5,7	515	4	4	505	1.5
LS-8	1026	4	4	1016	1.5
LS-6	904	4	4	894	1.5
LS-10	493	6	4	483	1.5
LS-12	240	8	4	230	1.5
HP-8	183	10	4	173	1.5
HP-10,12	163	10	4	153	1.5
HP-14,16,18	453	8	4	443	1.5
HSL1A-38,40,42	1300	4	4	1290	1.5
HSL2- 37,39,41	473	8	4	463	1.5
HSL2- 79	2075	2	4	2065	1.5

**Total (LF) Wire: 8865**

**Total LF Conduit: 8745**

**Secondary**

Circuits		Takeoff (LF)	Wire Size	# of Wire	Conduit (LF)	Conduit Size
XFMR	Pav	560	500	10	540	4 (2 sets)
XFMR	Rack	200	350	20	160	4 (4 sets)

**Total (LF) Wire: 760**

**Total LF Conduit: 700**

**Additional Conduit**

Conduit Only	Size & Quantity	LF
Note: 8	2" x 2 EA	720
Note 9:	3" x 3 EA	714
Note: 10	4" x 2 EA & 2" x 1EA	1416

**Total (LF) Conduit:            2850**



**TECHNICAL ASSURANCE**  
"SURETY BOND PROFESSIONALS"

January 6, 2016

**RE: Pearland, Sports Complex @ Shadow Ck**

To Whom it May Concern:

The additional premium for Crain Group, LLC on the Pearland, Sports Complex @ Shadow Ck project is \$3,133.00. This price is based on an original contract amount of \$6,569,579.00 and a potential increase in contract of \$447,579.00 to equal a new total contract price of \$7,017,154.00.

Should you have any questions, please give us a call.

Best Regards,

TECHNICAL ASSURANCE, L.L.C.

Erica Cox  
Account Manager

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

<b>AGENDA OF:</b> January 11, 2016	<b>ITEM NO.:</b> R2016-7
<b>DATE SUBMITTED:</b> December 28, 2015	<b>DEPT. OF ORIGIN:</b> Engineering and Capital Projects
<b>PREPARED BY:</b> Richard Mancilla P.E.	<b>PRESENTOR:</b> Susan Polka, P.E.
<b>REVIEWED BY:</b> Trent Epperson	<b>REVIEW DATE:</b> January 5, 2016
<b>SUBJECT:</b> A Resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into a Development Agreement with Lake Park Pearland, Ltd, associated with the oversizing of sanitary sewer improvements (generally located at the intersection of Cullen Parkway and McHard Road) in the estimated amount of \$1,117,000.00.	
<b>EXHIBITS:</b> R2016-7; Exhibit A – Development Oversizing Agreement; Exhibit B – Vicinity Map Location; Exhibit C – Lake Park Sanitary Sewer Oversize Estimate	
<b>FUNDING:</b> <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	
<b>EXPENDITURE REQUIRED:</b> \$1,117,000 <b>AMOUNT BUDGETED:</b> \$2,041,261 <b>AMOUNT AVAILABLE:</b> \$1,988,653 <b>PROJECT NO.:</b> WW1406 <b>ACCOUNT NO.:</b> 550-300-345.5600.040 <b>ADDITIONAL APPROPRIATION REQUIRED:</b> <b>ACCOUNT NO.:</b> <b>PROJECT NO.:</b>	
<b>To be completed by Department:</b> <input checked="" type="checkbox"/> Finance <input checked="" type="checkbox"/> Legal                      Ordinance <input checked="" type="checkbox"/> Resolution	

**EXECUTIVE SUMMARY**

**BACKGROUND**

The McHard Road Trunk Sewer project was budgeted in the FY 2014-2018 CIP to install gravity sanitary sewer along future McHard Road from the Southdown Wastewater Treatment Plant (WWTP) to Garden Road. As part of the future plans, once the gravity sewer is constructed along McHard Road and Reflection Bay WWTP improvements are complete, Southdown WWTP will be converted to a regional lift station and flows will be diverted via force main to the Reflection Bay WWTP.

In October 2014, City Council approved the Planned Development (PD) for the Lake Park development. Lake Park is an approximately 47 acre mixed use development located at the

northeast corner of McHard Road and Cullen Parkway, and includes townhomes, commercial retail and office uses. Lake Park is located within the service area of the future McHard Road trunk sewer and initially proposed to construct an onsite lift station with a six-inch force main that would extend to the Southdown WWTP. The City approached the Developer, Lake Park Pearland, Ltd., about participating in an oversizing agreement to construct the first segment of the trunk sanitary sewer system which consists of approximately 4500 linear feet of 24" sewer from Southdown WWTP to the Lake Park Development and an interim lift station at the Southdown WWTP that will later be converted to a receiving manhole for the future regional lift station.

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

The Development Agreement outlines the responsibilities and sets forth the estimated costs for each party as a participant to the agreement. The developer will construct the sanitary sewer and interim lift station in accordance with the alignment contained in Exhibit "B". The City will provide guidance and reviews of the Developer's design and, while bid process and construction will be managed the Developer, the work will be inspected by the City. The cost to the City is the difference between the cost the developer would have paid to install an onsite system to handle wastewater collection and transmission to the plant and the cost to install the "oversized" trunk sewer as planned by the City. In addition to construction, the costs include associated design costs for a total estimated amount of \$1,117,000.00 as outlined in Exhibit "C".

The scope of the Development Agreement includes:

- The City's acquisition of a sanitary sewer easement along existing McHard Road right of way
- Public Bid of the work and City approval of the results
- Construction of the trunk sanitary sewer and lift station, including the additional capacity required for the City reimbursement for costs associated with the oversizing with each participant's share based on the cost estimate outlined in Exhibit "C"
- A cost true-up provision upon completion
- A requirement for City approval prior to execution of any Change Order to the work

### **BID AND AWARD**

N/A

### **SCHEDULE**

The developer expects to begin work on the sanitary sewer and lift station by June 2016 and, per the agreement, will complete that work on or before January 31, 2017.

### **POLICY/GOAL CONSIDERATION**

This project complies with the Council Strategic Priorities for Sustainable Infrastructure, Fiscally Responsible and Healthy Economy by providing infrastructure to currently vacant land.

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

The project is funded by water/sewer revenue bonds and impact fee debts.

Year	To Date	2017	2018	2019	2020	Total
<b>Budget</b>	\$ 2,041,261	\$ 3,599,900		\$ -	\$ -	\$ 5,641,161
Prior Expenditures						
PER						-
Land/ROW						-
Design/Survey	63,480					63,480
Construction						-
FF&E						-
<b>Current Request</b>						
<b>Construction</b>	<b>1,117,000</b>					<b>\$1,117,000</b>
Future Expenditures						
PER						-
Land/ROW						-
Design/Survey	860,781					860,781
Construction		\$2,548,800				\$2,548,800
FF&E						\$0
<b>Total Expenditures</b>	<b>\$ 2,041,261</b>	<b>\$ 2,548,800</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,590,061</b>
<b>Remaining Balance</b>	<b>\$ -</b>	<b>\$ 1,051,100</b>				

Debt Sold	886,261					
Debt to Be Sold	1,155,000	3,599,900				
<b>Annual Debt Service</b>	<b>62,038</b>	<b>142,888</b>	<b>394,881</b>	<b>394,881</b>	<b>394,881</b>	

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

No operations and maintenance costs

Year	2016	2017	2018	2019	2020
Operation and Maintenance Costs	\$ -	\$ -	\$ -	\$ -	\$ -

### **RECOMMENDED ACTION**

Staff recommends the consideration and approval of the Development Agreement with Lake Park Pearland, Ltd. for the oversizing of the McHard Road trunk sanitary sewer and the associated improvements in the amount of \$1,117,000.00.

**DEVELOPMENT AGREEMENT  
(Lake Park)**

This Development Agreement ("Agreement") is entered into this \_\_\_\_\_ day of January, 2016, by and between the CITY OF PEARLAND, TEXAS, (hereinafter "City"), and Lake Park Pearland, Ltd, (hereinafter "Developer"). City and Developer are the "Parties" and either may be referred to as a "Party".

*WHEREAS*, Developer plans to construct a planned unit development consisting of town home, office professional, and retail uses to be known as Lake Park Pearland ("Development") to be located on the property described on Exhibit "A" attached hereto ("Property") and which will enhance the City's tax base and provide additional housing and commercial space, which will be served by the City's sanitary sewer system; and

*WHEREAS*, Developer plans to construct a 6" Force Main with Temporary Onsite Lift Station to serve the Development, and the City has requested that Developer also construct a 24" gravity flow main with an interim lift station located at the Southdown WWTP ("Plant") per the City's regional plan (hereinafter collectively, "Improvements"), and to dedicate said Improvements to the City for operation and maintenance; and

*WHEREAS*, City desires to cooperate with Developer to provide the Improvements, and at the same time, increase and improve the City's capacity to serve other properties in the vicinity of McHard Rd ("Other Properties"); and

*WHEREAS*, City is a home rule city and has the authority to enter into this Agreement pursuant to Texas Law, including, but not limited to Tex. Loc. Gov't Code Sec. 212.071 and Ch. 380; and

*WHEREAS*, City and Developer desire an agreement to set forth their respective responsibilities with regard to providing the Improvements and share the cost thereof based on service capacity.

**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. Developer shall install the Improvements in accordance with the plans, specifications and estimates contained in Exhibit "B" attached hereto. The split of capacity in the Improvements is 36% due to the Development ("Development Percentage"), and 64% due to Other Properties the City desires to serve in the future ("City Percentage"). City agrees to reimburse Developer for the City Percentage of Project Cost in accordance with Section 4 of this Agreement, provided that Developer shall submit any change order(s) associated with the Improvements to the City Engineer for approval. A change order, or any combination of change orders, that exceeds the total amount of \$50,000 shall be subject to the approval of the City Council, which said approval shall not be unreasonably withheld.
2. Upon approval of the plans and specifications by the City, Developer's engineers shall obtain competitive line item bids in accordance with Local Government Code Chapter 252 for the construction of the Improvements in accordance with the plans and specifications. Developer and the City will review the bids and Developer will award a contract to the successful bidder. City reserves the right to reject any and all bids for the construction of the Improvements within ten (10) days following submission to the City for review, following the expiration of which the bids selected by Developer shall be deemed approved by the City.
3. Following approval of the bids by the City, Developer shall cause construction of the Improvements to commence, and Developer shall cause the Improvements to be substantially complete, as determined by the City's Engineer, in accordance with the plans and specifications on or before January 31, 2017, subject to force majeure. If Developer shall fail to cause construction to commence by June 1, 2016, and following thirty (30) days' written notice to Developer, the City shall have the right to terminate this Agreement. Developer's engineer and the City Engineer or his designee shall monitor the progress and workmanship of the contractor. Developer shall advance the funds necessary to pay the contractor for the work performed. Developer shall cause the City to be named as an additional obligee under any performance bond obtained by Developer from the contractor to secure the construction of the Improvements, to be provided prior to commencement of construction of the Improvements. The final cost for the Improvements paid to the contractor is the final amount of the Project Cost.
4. The City will reimburse Developer for the City Percentage of the Project Cost within thirty (30) days following acceptance of the Improvements by the City and evidence of paid invoices. The City will inspect the Improvements during construction and within seven (7) days of receipt of notice of substantial completion from the contractor. The acceptance by the City that the Improvements are substantially complete shall, notwithstanding "punch list" items for correction, commence the thirty (30) days period for reimbursement. Provided, however, that the City shall not be obligated under any circumstance to reimburse Developer for more than 100% of the City Percentage of the Project

Cost, unless the City Council shall approve such an increase beyond the City Cost ("Additional Costs") prior to construction of the improvements that result in the Additional Costs. Furthermore, Developer shall be responsible for all Additional Costs that are not approved as provided herein.

5. The initial term of this Agreement shall be for a period of eighteen (18) months, commencing on the execution date, provided, however, that this Agreement shall be automatically renewed in one (1) month increments until all of the obligations of the parties hereunder have been fully discharged or specifically waived in writing by the beneficiary thereof.
6. This Agreement may only be amended, modified, or supplemented by written agreement and signed by both parties.
7. All covenants and agreements contained by or on behalf of a Party in this Agreement shall bind its successors and assigns and shall inure to the benefit of the other Parties, their successors and assigns. The Parties may assign their rights and obligations under this Agreement or any interest herein, only with the prior written consent of the other Party, and any assignment without such prior written consent, including an assignment by operation of law, is void and of no effect; provided that, the Developer may, without consent, but with notice to the City (i) make an assignment to a successor developer of the Development (or a portion thereof) or an affiliate of the Developer, if such assignee specifically assumes all of the obligations of the Developer hereunder (to the extent of the land acquired by such assignee), or (ii) may make a collateral assignment in favor of a lender. If such assignment of the obligations by the Developer hereunder is effective, the Developer shall be deemed released from such obligations. If any assignment of the obligations by the Developer hereunder is deemed ineffective or invalid, the Developer shall remain liable hereunder.
8. Nothing herein is intended to supersede or waive any City ordinance or regulation pertaining to such construction.
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. To accomplish execution of this Agreement, it may be executed in multiple counterparts.
12. **DEVELOPER HEREBY RELEASES, ACQUITS, AND FOREVER DISCHARGES THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES,**

**SUCCESSORS, AND ASSIGNS FROM ANY AND ALL CLAIMS, DEMANDS, RIGHTS OR CAUSES OF ACTION OF WHATSOEVER CHARACTER OR NATURE, INCLUDING ATTORNEYS' FEES, ARISING FROM OR BY REASON OF ANY AND ALL BODILY OR PERSONAL INJURIES, INCLUDING DEATH AND MENTAL ANGUISH, DAMAGE TO PROPERTY AND THE CONSEQUENCES THEREOF WHICH MAY BE SUSTAINED BY DEVELOPER, ITS HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, OR ASSIGNS AS A RESULT OF THE NEGLIGENT DESIGN BY DEVELOPER OF THE IMPROVEMENTS REFERENCED ABOVE, UNLESS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS, OR ASSIGNS. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION, EXPIRATION, OR CANCELLATION OF THIS AGREEMENT.**

13. **DEVELOPER SHALL KEEP AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS, AND ASSIGNS FROM ANY AND ALL COST, LIABILITY, DAMAGE OR EXPENSE OF ANY NATURE AND HOWSOEVER CAUSED, INCLUDING ATTORNEYS' FEES, CLAIMED OR RECOVERED BY ANYONE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR PERSONS OR DAMAGE TO OR DESTRUCTION OF PROPERTY CAUSED BY OR RESULTING FROM THE NEGLIGENT DESIGN BY DEVELOPER, ITS AGENTS, EMPLOYEES, SUCCESSORS, OR ASSIGNS OF THE IMPROVEMENTS REFERENCED ABOVE, UNLESS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS, OR ASSIGNS. THE PROVISIONS OF THIS SECTION SHALL EXPIRE CONCURRENTLY WITH THE TWO (2) YEAR MAINTENANCE AND WARRANTY PERIOD SET FORTH IN SECTION 3.1.8.6(b) OF THE CITY'S UNIFORM DEVELOPMENT CODE.**
14. The Parties agree that any suit arising out of or related to this Agreement shall be filed in Brazoria County Texas.
15. 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  
   3519 Liberty Drive  
   Pearland, TX 77581

If to Developer:              Lake Park Pearland, LLC  
   Attn: James Johnson  
   5599 San Felipe Suite 110

Houston, Texas 77056

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

16. Developer may terminate this Agreement by notice to the City if Developer does not close its development loan for the Project by May 1, 2016.
17. Before any failure of any Party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party who has allegedly failed to perform. Such notification shall specify the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice. Upon request to the City with the contact information for a lender, the City will include Developer's lender(s) in the notice and will accept a cure tendered by a lender. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section or pursuant to the provisions of any other section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and nonexclusive of any other remedy either set forth herein or available to any Party at law or in equity.
18. In the event either Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then the obligations of such Party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided, but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or similar civil disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply resulting in an inability to provide water necessary for operation of the Water Facility, and any other incapacities of any Party, whether similar to those enumerated or otherwise, which are unlikely to occur and are not within the reasonable anticipation or control of the Party claiming such inability, which such Party could not have avoided by the exercise of due diligence and care.

19. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents. Approvals and consents shall not be unreasonably withheld, conditioned or delayed
20. Time is of the essence in the performance of this Agreement.
21. The Parties intend this Agreement to be legally enforceable to the maximum extent permitted at law or in equity. Specifically, the City waives governmental immunity as to suit for only a claim to enforce specific performance and related legal fees. **DEVELOPER WAIVES ANY CLAIM FOR DAMAGES (OTHER THAN LEGAL FEES) AND DEVELOPER'S SOLE AND EXCLUSIVE REMEDY IS TO ENFORCE SPECIFIC ENFORCEMENT AND RELATED LEGAL FEES. This Agreement is intended by the Parties to be a contract for goods or services contemplated by Texas Local Government Code Section 271.151 et. seq.** The Parties recognize that Developer would not expend significant sums to develop the Development and install the Improvements without the commitment of the City to timely reimburse Developer as provided herein, and that the Developer relied on the legal enforceability of the City's obligations hereunder. The City is accepting the benefit of the Development and the Improvements. The City represents that it has currently available and budgeted funds to be allocated and designated for payment for the City Percentage of Project Cost.
22. The City shall, at its cost, obtain all necessary easements for the Improvements from the Plant to the Property. Any delay in the acquisition of such easements past February 1, 2016 shall extend all deadlines in this Agreement by 1 day for each day thereafter until all the easements are obtained, such that the Improvements may be constructed therein.
23. The City shall, at its cost, provide a point of connection to the City wastewater system for the Improvements at the location adjacent to the Property shown on Exhibit "C" attached hereto.

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

Lake Park Pearland, Ltd, By Lake Park  
Pearland GP, LLC, its sole general partner,

By: \_\_\_\_\_

Name: James Johnson  
Its: Manager

CITY OF PEARLAND,  
a Texas municipal corporation

By: \_\_\_\_\_  
Clay Pearson,  
City Manager

ATTEST:

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

EXHIBITS:

- A- Legal Discription of the Property
- B- Specifications of the Improvements
- C- Location for the Tie-in to City Wastewater System

STATE OF TEXAS §

§

HARRIS COUNTY §

This instrument was acknowledged before me on this \_\_\_\_\_ day of January , 2016, by James Johnson, Manager of Lake Park Pearland GP, LLC, a Texas limited liability company, general partner of Lake Park Pearland, Ltd on behalf of said limited partnership.

Notary Public

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_

STATE OF TEXAS

§

§

BRAZORIA COUNTY

§

This instrument was acknowledged before me on this \_\_\_\_\_ day of January, 2016, 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: \_\_\_\_\_

\_\_\_\_\_

EXHIBIT A

Legal Discription for the Property

EXHIBIT B  
Specifications for the Improvements

**EXHIBIT C**  
**Location for Tie-in to City Wastewater System**



Tom Bass  
Regional Park

Proposed 24" Trunk Sewer  
and Interim Lift Station

Lake Park  
Development

MCHARD RD

Southdown

WTP

SH-288

CULLEN PKWY

STONE RD

MAX RD

HUGHES RANCH RD

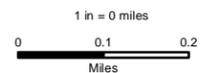
SM

MILLE

### CITY OF PEARLAND Lake Park Sanitary Sewer Oversizing Agreement



- Treatment Plants
- Pearland City Limits
- Pearland ETJ



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: DECEMBER 2015  
CITY OF PEARLAND GIS DEPARTMENT

## Kimley-Horn

## Opinion of Probable Construction Cost

REVISED

<b>Client:</b> Lake Park Pearland LLC	<b>Date:</b> 9/17/2015
<b>Project:</b> Lake Park Pearland	<b>Prepared By:</b> SDW
<b>KHA No.:</b> 067784003	<b>Checked By:</b> CCC

**Onsite Lift Station from NW corner of site to WWTP**

Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	6" Force Main	5,600	LF	\$ 55.00	\$ 308,000
2	Temporary Lift Station	1	EA	\$ 250,000.00	\$ 250,000
3	Bore & Jack 6" (w/ 12" casing)	200	LF	\$ 300.00	\$ 60,000
4	Core Cut existing Lift Station	1	EA	\$ 5,000.00	\$ 5,000
					\$ 623,000

**Offsite Sanitary Sewer from Cullen & McHard to Temporary Lift Station north of Southdown Plant with FM to WWTP**

Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	10" PVC	200	LF	\$ 150.00	\$ 30,000
2	24" PVC	3,200	LF	\$ 250.00	\$ 800,000
3	8" Force Main	1,000	LF	\$ 100.00	\$ 100,000
4	Bore & Jack 10" (w/ 18" casing)	100	LF	\$ 400.00	\$ 40,000
5	Bore & Jack 24" (w/ 42" casing)	100	LS	\$ 600.00	\$ 60,000
6	Dewatering	3,400	LF	\$ 25.00	\$ 85,000
7	5' Diameter Manhole at ~20-25' depth	10	EA	\$ 17,500.00	\$ 175,000
8	Temporary Lift Station	1	LS	\$ 450,000.00	\$ 450,000
					\$ 1,740,000

Estimated Construction cost difference	\$ 1,117,000
--	--------------

- No Design  
 Preliminary  
 Final Design

**NOTES:**

(1) Kimley-Horn has no control over the cost of labor, materials, equipment, services furnished by others, over methods of determining price, or over competitive bidding or market conditions; therefore, this opinion of probable construction costs is prepared on the basis of the Engineer's experience and qualifications and represent the Engineer's judgment as an experienced and qualified professional, familiar generally with the construction industry. Kimley-Horn cannot and does not guarantee that proposals, bids, or actual costs will not vary from the opinions on costs shown herein. (2) This opinion does not include surveying services, geotechnical investigations, legal and administrative services, environmental studies, permitting, easement acquisition, landscaping, irrigation, or site lighting. (3) This opinion was developed from a conceptual plan including preliminary line sizes and alignment provided by the City of Pearland. Engineered construction drawings were not available at the time this opinion was prepared. (4) Unit prices provided are based upon similar construction bids recently received. (5) Easement acquisition is expected to be required. Costs associated with such are not included in this opinion. (6) This opinion assumes wet sand construction is required. (7) Bonds and permitting fees are not included in this opinion. (8) This opinion does not include contingencies.

**RESOLUTION NO. R2016-7**

**A Resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter into a Development Agreement with Lake Park Pearland, Ltd, associated with the oversizing of sanitary sewer improvements (generally located at the intersection of Cullen Parkway and McHard Road) in the estimated amount of \$1,117,000.00.**

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

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

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

PASSED, APPROVED and ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_, A.D.,  
2016.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

<b>AGENDA OF:</b>	January 11, 2016	<b>ITEM NO.:</b>	R2016-4
<b>DATE SUBMITTED:</b>	December 30, 2015	<b>DEPT. OF ORIGIN:</b>	Finance
<b>PREPARED BY:</b>	Bob Pearce	<b>PRESENTOR:</b>	Chris Doyle
<b>REVIEWED BY:</b>	Jon R. Branson	<b>REVIEW DATE:</b>	January 4, 2016
<b>SUBJECT: R2016-4 A Resolution of the City Council of the City of Pearland, Texas, awarding a bid for preparation of a Police Department Utilization and Staffing Study to Berkshire Advisors in the amount of \$80,800.00.</b>			
<b>EXHIBITS:</b> Resolution #R2016-4 Thursday Packet Memorandum of December 23, 2015 Berkshire Advisors RFP Response			
<b>FUNDING:</b>			
<input type="checkbox"/> Grant <input type="checkbox"/> Developer/Other <input type="checkbox"/> Cash <input type="checkbox"/> Bonds To Be Sold <input type="checkbox"/> Bonds- Sold <input type="checkbox"/> L/P – Sold <input type="checkbox"/> L/P – To Be Sold			
<b>EXPENDITURE REQUIRED:</b> \$80,800			
<b>AMOUNT BUDGETED:</b> \$150,000		<b>AMOUNT AVAILABLE:</b> \$150,000	
<b>PROJECT NO.:</b>			
<b>ACCOUNT NO.:</b> 010-2211-555.11-00			
<b>ADDITIONAL APPROPRIATION REQUIRED:</b>			
<b>ACCOUNT NO.:</b>			
<b>PROJECT NO.:</b>			
<b>To be completed by Department:</b>			
Finance	X Legal	Ordinance	X Resolution

**EXECUTIVE SUMMARY**

**BACKGROUND**

Pursuant to a City Council and City Management directive, Purchasing and Police Department personnel developed specifications for, and conducted, a Request for Proposal for preparation of a Police Department Utilization and Staffing Study. Notice of RFP was published in the City

newspaper of record and posted on the City's e-bid system, with six (6) respondents providing proposals.

**SCOPE OF CONTRACT**

Successful contractor shall prepare the subject study, and conduct a subsequent presentation to City Council enumerating recommendations and findings regarding PD utilization and staffing.

**BID AND AWARD**

The bid and recommended award are more fully detailed in the attached Thursday packet memorandum, provided to staff and City Council December 23, 2015.

**SCHEDULE**

The anticipated timeline for completion of the study and associated tasks is four months from Notice of Award by the City.

**POLICY/GOAL CONSIDERATION**

Safe Community.

**RECOMMENDED ACTION**

R2016-4 A Resolution of the City Council of the City of Pearland, Texas, awarding a bid for Police Department Utilization and Staffing Study to Berkshire Advisors in the amount of \$80,800.

**RESOLUTION NO. R2016-4**

**A Resolution of the City Council of the City of Pearland, Texas, awarding a bid for preparation of a Police Department Utilization and Staffing Study to Berkshire Advisors in the amount of \$80,800.00.**

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

**Section 1.** That competitive bids for Police Department Utilization and Staffing Study have been reviewed and tabulated.

**Section 2.** That the City Council hereby awards the bid to Berkshire Advisors, in the amount of \$80,800.00.

**Section 3.** The City Manager or his designee is hereby authorized to execute a contract for the Police Department Utilization and Staffing Study.

PASSED, APPROVED and ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2016.

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

ATTEST:

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

APPROVED AS TO FORM:

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



## Memo

To: Jon Branson, Deputy City Manager

From: Bob Pearce, Purchasing Officer 

CC:

Date: December 22, 2015

Re: **Police Department Utilization & Staffing Study RFP**

To: Honorable Mayor and City Council  
 From: Jon R. Branson  
 Date: December 23, 2015  
 Subject: Update PD Utilization & Staffing Study Update.

In response to a City Council and City administration initiative, Purchasing and Police Department personnel developed specifications for a **Request for Proposals for a Police Department Utilization and Staffing Study**, which were opened October 30, 2015. **Six (6) proposals were received for conducting the study and subsequent recommendations. The proposals received were reviewed and evaluated by a City team of Jon Branson, Michelle Graham, Daniel Baum, Chad Randall, Ron Fraser and Tom Moncrief, with Claire Bogard as an advisory member.**

**The responses were evaluated on criteria including: proposed solution (30 points), experience & qualifications (30 points), cost (20 points), and project timeline (20 points). Upon completion of City evaluation team reviews, the respective average scores (scale of 100) for proposals were as follow:**

- **International Association of Chiefs of Police (IACP) – 77.29**
- **Berkshire Advisors – 74.22**
- **Emergency Services Consulting International (ESCI) – 72.42**
- **Center for Public Safety Management (CPSM) – 67.01**
- **McGrath Consulting Group – 63.33**
- **Alexander Weiss Consulting – 57.34**

Respective costs of the proposals are listed in the table below:

McGrath Consulting Group	Emergency Services Consulting International	Alexander Weiss Consulting	Berkshire Advisors	Center for Public Safety Management	International Association of Chiefs of Police
\$31,500.00	\$35,340.00	\$47,000.00	\$80,800.00	\$86,000.00	\$97,769.00

**The top three (3) ranked firms were invited to proposal presentation and interview sessions with the evaluation team, which were conducted on December 10, 2015. Upon conclusion of the three vendor meetings, evaluation team members discussed the relative merits of each proposal, and concurred unanimously that the best proposal for the City's interests was that of Berkshire Advisors. Key contributing factors to this consensus, as expressed by evaluation team members during their discussion of the presentations, included:**

- The community and internal stakeholder outreach (survey/interviews) component of the Berkshire proposal will be outsourced to a firm (ETC Institute) specializing in the field, assuring a better sampling methodology for establishing a PD performance perception baseline, which will be a key factor in steering certain recommendations related to departmental direction and needs. The other finalists' outreach methodologies were not nearly as comprehensive and lacked cohesion.
- Berkshire's proposal seemed best tailored to the City's expressed requirements and deliverables, resulting in a model which can be updated and repeated for future years without necessity of outside assistance.
- Berkshire's proposal will include a thorough review of PD service areas to identify those which may be suitable for civilian employee deployment. Berkshire has had significant and long-term experience in police department studies of similar department and municipal populations, geography and demographics.
- Berkshire's proposal was wider in scope and encompassed review of more community and departmental variables than the others, and presentation team reflected their corporate objective of working with the variables in building the subsequent model, rather than applying a "canned" approach to the study.

For the reasons discussed herein, an award recommendation to Berkshire Advisors will be brought before City Council on January 11, 2016. Please advise if I can provide additional information prior to the meeting.

**City Of Pearland, Texas**

**PROPOSAL TO CONDUCT A POLICE DEPARTMENT  
UTILIZATION AND STAFFING STUDY**

**RFP # 0915-63**

**October 30, 2015**



**BERKSHIRE ADVISORS, INC.**  
*General Management Consultants*



# BERKSHIRE ADVISORS, INC.

*General Management Consultants*

October 28, 2015

City Secretary  
Office Of The City Secretary  
Suite 262  
City Of Pearland  
3519 Liberty Drive  
Pearland, Texas 77581

Dear Sir or Madam:

Berkshire Advisors and our partner, The ETC Institute, are pleased to present this proposal to conduct a police department utilization and staffing study for the City of Pearland. This proposal is based on our understanding of the city's needs as outlined in Request For Proposal Number 0915-63..

Berkshire Advisors and The ETC Institute are well qualified to undertake this engagement. Berkshire Advisors has considerable experience evaluating the organization, management, and operations of police departments across North America. Over the years we have conducted scores of such reviews. In addition to this consulting experience, the team we have assembled combines the perspective of both consultants and former police chiefs. In addition, The ETC Institute has vast experience conducting surveys of residents for communities throughout the nation (including a number of survey for Texas municipalities).

Berkshire Advisors approach to evaluating patrol staffing is qualitatively superior to the approaches used by our most prominent competitors (Matrix, MGT, PERF, and the ICMA). For the most part, the work of our competitors focuses on ensuring that patrol officers will have adequate time to perform proactive activities (while also responding to calls and performing administrative duties) based on an assessment of average workload over the course of the year. Basing staffing needs on average workload can be deceptive and potentially dangerous. Such approaches provide no assurance that adequate staffing will be available to meet service expectations (and ensure officer safety) during the hours of the day and days of the week when expected workload will be highest.

The Berkshire Advisors approach to evaluating staffing needs focuses first on ensuring adequate staffing will be available to meet service expectations during each hour of the day and week and then increases staffing as necessary to ensure officers have enough time to support proactive initiatives (as well as responding to calls and performing administrative duties). As part of this process schedules are prepared that ensure enough officers will be deployed during each hour of the day and week to meet service expectations (and promote officer safety). (Please note that if schedules are not

prepared when evaluating staffing needs there is a danger that staffing needs will be understated. There is an inherent inefficiency in scheduling which is masked by average workload analysis conducted by our competitors that essentially assumes that staffing varies precisely with workload throughout the day and week.)

The following table summarizes these and other strengths of Berkshire Advisor's approach to evaluating patrol staffing as compared to the approaches used by our competitors.

	Berkshire Advisors	Matrix	PERF	MGT	ICMA
The staffing needed to meet response time expectations is evaluated for each hour of the day	√				
Schedules are developed to ensure staff needed to meet response time expectations will be deployed	√				
Alternative scheduling approaches (8-hour, 10-hour, 12-hour) are systematically evaluated	√				
Implications of the geographic size of the community for patrol staffing are systematically evaluated	√				
Recommended staffing levels ensure adequate time is available to allow officers to respond to calls, perform administrative activities, and support proactive initiatives	√	√	√	√	√
Recommended staffing levels ensure adequate resources are available to meet peak staffing needs	√				
Alternative response to selected calls is recommended (when appropriate)	√	√	√	√	√
Implications for patrol staffing of implementing alternative response to selected calls is evaluated	√				
Activity surveys are used to systematically estimate the time patrol officers devote to administrative activities	√			√	
The same "rules of thumb" is typically used to estimate the time patrol officers devote to administrative activities for all departments		√	√		√

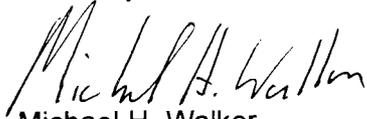


	Berkshire Advisors	Matrix	PERF	MGT	ICMA
Department specific information is used to calculate relief factors	√	√		√	√
The same "rules of thumb" are used to estimate relief factors in all departments			√		
Opportunities to strategically use overtime to reduce full time staffing needs (and overall costs) are evaluated	√				
Staffing analysis can be modified to reflect changes in the types of calls responded to	√				

\* \* \* \* \*

We are excited to have the opportunity to work with the City Of Pearland on this important study. If you have any questions about our proposal or need additional information, please call me at (216) 496-2437.

Sincerely,



Michael H. Walker  
President

Enclosure



**BERKSHIRE ADVISORS, INC.**  
General Management Consultants

## **EXECUTIVE SUMMARY**

## **EXECUTIVE SUMMARY**

This section briefly summarizes the key elements of our proposal.

### **PROJECT CONCEPT**

How a police department should be organized and staffed will vary depending on what the department hopes to accomplish (its objectives), the overall philosophy that guides its approach to achieving those objectives, the practices that have been established to operationalize its policing philosophy, research on what policing practices are most effective, and the needs of the community the police department serves. Once these key parameters have been established the relationship between service demand (i.e., workload), service expectations, and staffing levels can be quantified and an approach to evaluating proactive staffing needs can be developed. These relationships will be incorporated into a staffing model that the department can use to assess staffing needs in the future.

### **PROJECT PLAN**

Our project work plan is divided into 14 interrelated phases:

- I. Position the study for success
- II. Understand the context within which police services are provided
- III. Understand the Pearland Police Department's objectives and its policing philosophy
- IV. Determine what work needs to be performed and evaluate workload
- V. Assess level of service currently provided
- VI. Understand community expectations
- VII. Identify and assess best practices
- VIII. Perform benchmarking
- IX. Assess implications of research on effective policing practices, best practices, and community expectations
- X. Evaluate staffing levels
- XI. Determine whether sworn or civilian staff should fill positions
- XII. Assess supervisory needs
- XIII. Develop staffing model and project future staffing needs
- XIV. Document study recommendations

## PRIOR EXPERIENCE

Berkshire Advisors has extensive experience conducting management reviews of police departments. These include reviews for the Colorado Springs (Colorado) Police Department, the Oklahoma City (Oklahoma) Police Department, the Boynton Beach (Florida) Police Department, the Kansas City (Missouri) Police Department, the St. Paul (Minnesota) Police Department, the Ocala (Florida) Police Department, the Ardmore (Oklahoma) Police Department, the Phoenix (Arizona) Police Department, the Florida Highway Patrol, the Pawtucket (Rhode Island) Police Department, and the Dane County (Wisconsin) Sheriff's Office.

Our partner, The ETC Institute – which will conduct the community survey for this engagement – has vast experience performing similar work. Clients for whom ETC has completed community surveys include the following: Dallas, Texas (2009, 2011, 2013 and 2014); Plano, Texas (2012); San Antonio, Texas (2010, 2012, and 2014); Fort Worth, Texas (2003 through 2009); Austin, Texas (2009 through 2015); Bryan, Texas (2007, 2009, and 2010); Westlake, Texas (2009, 2010, 2011, 2012, 2013 and 2015); Abilene, Texas (2009); Oklahoma City, Oklahoma (2005, 2007, 2008, 2009, 2011, 2013, and 2014); Kansas City, Missouri (2000, 2002, 2003, 2004, 2005, 2006, 2008, 2009, 2011, 2012, 2014 and 2015); King County, Washington (2009, 2012); San Francisco, California (2011); Arlington County, Virginia (2004, 2008 and 2012); Olathe, Kansas (2000 to 2013); Tamarac, Florida (2005, 2007, 2009, 2011 and 2013); Henderson, Nevada (2010 and 2014); Johnson County, Kansas (2005, 2009, 2011, and 2013); Miami Dade County, Florida (2003, 2005, 2008 and 2013); Naperville, Illinois (2006, 2008 and 2012); Las Vegas, Nevada (2013); and Tempe, Arizona (2007, 2009, 2010, 2011, 2012, and 2014).

## PERSONNEL

Berkshire Advisors has assembled a team that is extremely well qualified to undertake this engagement. Our project team has been structured to allow the department to benefit from Berkshire Advisors' broad capabilities, to leverage the expertise of the firm's most experienced consultants, to tap expertise outside our firm, and to match the skills and experience of individual consultants with department needs. Our consulting team has also been structured to bring a broad range of perspectives to this engagement. In addition to significant consulting expertise, team members will bring to this project the perspective gained by managing police departments.

The Berkshire Advisors consulting team will be supplemented by staff from The ETC Institute who will survey a representative sample of Pearland residents and visitors.

A brief description of the roles each consultant will play on this engagement follows.

- **Michael H. Walker.** Mike Walker has more than 31 years experience evaluating the staffing, organization, management, and operations of police departments and other law enforcement agencies. He will serve as the project director and will be fully accountable to the department for the quality of our work.
  
- **Jason Morado.** Jason Morado will serve as the ETC Institute project manager for this engagement. Mr. Morado has more than 14 years of experience in the design, administration and analysis of community market research. He has served as the

project manager and senior researcher on community research projects for over 250 local governmental organizations throughout the U.S, including numerous communities in the State of Texas.

- **Jimmy L. Wilson.** Jimmy Wilson has more than 31 years experience as a law enforcement manager. He has served as chief of police for police departments in Jackson and Canton, Mississippi and Suffolk, Virginia and chief of police/director of police and public safety for Virginia State University. For the Metropolitan Police Department of the District of Columbia Mr. Wilson served as deputy chief of police, internal affairs director, homicide commander, and captain/special investigations. On this study Mr. Wilson will serve as senior policing consultant and will be an integral member of the project team.
- **Renée Tinsley.** Renée Tinsley has over 24 years experience evaluating the management and operations of public sector organizations. In addition, she has conducted benchmarking and best practices research and analysis for public safety agencies throughout the nation. On this project she will serve as consultant and project coordinator and will be responsible for our benchmarking, best practices research and literature review.
- **JoEllen Coe.** JoEllen Coe brings to this engagement expertise in quantitative and qualitative data analysis and process improvement. On this engagement Ms. Coe will assist the project team in performing the quantitative analysis needed to effectively evaluate the police department's staffing and scheduling practices and will also provide general support to the project team. She has performed a similar role in Berkshire Advisors' reviews of police departments from across the nation.
- **Chris Tatham.** Chris Tatham has managed more than 500 community surveys for local governmental organizations across the United States. He has conducted community surveys in 9 of the 20 largest U.S. cities and 11 of the 20 largest U.S. counties. Mr. Tatham will serve as a Senior Consultant and will assist the ETC Project Manager in the review and design of the survey instruments, as well as in drafting the final report.
- **Dr. Elaine Tatham.** Dr. Tatham is a national expert in survey design and sampling methodology and has more than 35 years of research experience. Dr. Tatham has designed the research methodology for hundreds of research studies across the United States, including numerous studies in the State of Texas. She will assume the role of survey data manager for this engagement.

## **I – BUSINESS ORGANIZATION**

## I – BUSINESS ORGANIZATION

This section presents information on the business organization of Berkshire Advisors, Inc. and our subcontractor The ETC Institute.

### BERKSHIRE ADVISORS

**Business Name:** Berkshire Advisors, Inc.  
**Address:** 24734 Lake Road  
Bay Village, Ohio 44140  
**Office:** Bay Village, Ohio  
**Corporate Structure:** Corporation  
**State Of Incorporation:** New Jersey

### THE ETC INSTITUTE

**Business Name:** ETC Institute  
**Address:** 725 W. Frontier Circle,  
Kansas, Olathe 66061  
**Office:** Olathe, Kansas  
**Corporate Structure:** Corporation  
**State Of Incorporation:** Kansas

## **II – PROJECT CONCEPT AND SOLUTION**

## II – PROJECT CONCEPT AND SOLUTION

How a police department should be organized and staffed will vary depending on what the department hopes to accomplish (its objectives), the overall philosophy that guides its approach to achieving those objectives, the practices that have been established to operationalize its policing philosophy, research on what policing practices are most effective, and the needs of the community the police department serves. Once these key parameters have been established the relationship between service demand (i.e., workload), service expectations, and staffing levels can be quantified and an approach to evaluating proactive staffing needs can be developed. (These relationships will be incorporated into a staffing model that the department can use to assess staffing needs in the future.) A discussion of our approach to addressing each of these key components of this study – understanding objectives, philosophy, and operating practices identifying what policing practices are most effective; understanding community expectations, and modeling staffing needs (so both current and future staffing needs can be assessed– follows.

### **APPROACH TO UNDERSTANDING OBJECTIVES, POLICING PHILOSOPHY, AND OPERATING PRACTICES**

We will begin our review of the Pearland Police Department by reviewing documentation of the department's mission, goals and objectives, priorities, and strategies. In particular, we will consider the following department objectives:

- Reduce the violent crime rate
- Reduce the property crime rate
- Improve traffic safety by reducing traffic fatalities and serious injury collisions
- Provide training to ensure officers are among the best trained in the country
- Use Data Driven Approaches To Crime And Traffic Safety (DDACTS) to enhance the efficient and effective delivery of police services
- Ensure response times are at industry standard or better
- Remain one of the safest cities in Texas

We will use this information as a starting point for discussions with the police chief and, if appropriate, steering committee about the department's overall policing philosophy and how that philosophy influences the operational practices the department employs and how it uses its resources. This understanding of the overarching philosophy the department takes to meet the need for police services in Pearland will provide a context for the review of staffing and resource utilization. Once we have developed an understanding of the department's overall policing philosophy we will conduct interviews and review procedures to understand the operating practices the department employs to achieve its mission and objectives in a manner that is consistent with its policing philosophy.

## **APPROACH TO UNDERSTANDING WHAT POLICING PRACTICES ARE MOST EFFECTIVE**

We will conduct a literature review and best practice research to understand the best available thinking about what policing practices are most effective in addressing the issues relating to departmental objectives (i.e., reducing violent crime, reducing property crime, reducing traffic fatalities and serious injury collisions, and using data to enhance performance). We will use this information to consider what strategies the Pearland Police Department should take to achieve its objectives (that are consistent with its overall policing philosophy), how these strategies should be operationalized, and how staffing needs will be affected by the implementation of these strategies. In addition, we will conduct benchmarking and will review best practices relating to police staffing and utilization in cities with populations between 100,000 and 150,000.

## **APPROACH TO UNDERSTANDING COMMUNITY EXPECTATIONS**

We will take a three-pronged approach to understanding community expectations for police services in Pearland.

- **Interview elected officials.** We will interview the Mayor, the Mayor Pro-Tem and each council member to understand their perspectives on the police department and the level and quality of services provided
- **Conduct community focus groups.** We will conduct three to five focus groups with community representatives. In addition to using these focus groups to develop an understanding of community expectations relating to the level and quality of service provided by the PPD we will discuss with focus group participants issues relating to overall perceptions of safety, how perceptions of safety vary by area of the city, crime reduction strategies and perspectives about the visibility of police officers.
- **Survey Pearland residents and visitors.** We will survey a representative sample of Pearland residents and visitors (tourists and persons working the city but residing elsewhere) regarding their perceptions of police services. This survey will include questions regarding the visibility of police officers and perceptions of safety. The survey will be designed so that results can be benchmarked against the City of Pearland's bi-annual survey findings.

## **APPROACH TO EVALUATING RESOURCE UTILIZATION AND STAFFING NEEDS**

Our assessment of staffing needs will proceed in eight steps:

- Assess how strategies for achieving department objectives affect staffing needs
- Determine what additional work needs to be performed
- Understand administrative staffing needs
- Assess reactive staffing needs

- Evaluate proactive staffing needs
- Develop work schedules
- Adjust staffing to reflect expected absences
- Assess supervisory needs

A discussion of the approach we will take to completing each of these steps follows.

**Assess how strategies for achieving department objectives affect staffing needs.**

Any police department's primary resource is its people. It follows therefore that the ability of a police department to cost-effectively achieve its goals depends in large part on how department staff use their time. Any assessment of police department staffing therefore should begin by identifying the types of activities officers are expected to perform, when these activities are needed, the level of effort that should be devoted to these activities, the expected results, and how the level of effort devoted to an activity is likely to affect the results achieved.

Building on the assessment of the strategies the department should deploy to achieve its objectives (and how these strategies should be operationalized) we will consider how staff in each major unit should spend their time. We will begin this effort by reviewing the specific objectives the department is working to achieve, the strategies the department will employ to achieve its objectives, the role employees in each unit are expected to play in achieving these objectives, and how the time spent on specific activities will affect the department's ability to achieve these goals. We will then use these discussions to develop initial expectations for how employees should divide their time among various activities (e.g., responding to citizen requests for assistance and other workload demands, performing proactive activities, and performing administrative functions.) Next we will consider how these overall time allocations should be adjusted to reflect time of day and area of the city. For example, in areas of the city with more repressible crime (that is, crime that is most likely to be affected by directed patrol and self-initiated activities) more patrol time might be made available to support these activities. Likewise, during certain times of the day relatively more or less time might be made available to support proactive or directed activities based on an assessment of how the likely effectiveness of these efforts varies by time of day.

**Determine what additional work needs to be performed.** In addition to the activities that are needed to implement strategies for achieving department objectives other work must be performed to ensure the department functions effectively and the full range of community needs are addressed (not just strategic objectives). We will rely primarily on interviews (and a review of relevant documents) to understand the range of work activities currently being performed in each operational unit.

**Evaluate workload.** For each of the work activities performed by the police department we will identify "workload drivers" that primarily determine the staff required to perform the activity. We will then assess the extent to which the police department currently collects information on each workload driver and will gather recent information on service demand. If the police department does not currently collect workload information for a particular activity we will, when feasible, develop templates to be used to collect

workload information for a two-week period during the assignment. Please note that in collecting this information we will consider how workload varies by time of day, season, and area of the city. At a minimum we will collect information on patrol workloads, investigative workloads, staffing for special events, and support staff workloads.

**Determine appropriate measures of service quality.** In addition to the volume of work that needs to be performed the quality of the service provided typically affects staffing needs. Other things being equal, responding to calls-for-service more quickly, for example, increases resource requirements. Likewise, for many other work activities increasing the level and quality of service increases resource requirements. We will work with police department managers to define appropriate measures of service quality for each of the key workload categories for each operational unit within the police department. In particular, expectations for response times to calls for service, expectations for case clearance rates, and performance measures for other key department functions will be identified.

**Assess what level of service and quality is desired.** We will use the measures of service quality identified to gather information on the level of service the police department currently provides in each unit. (If information on service quality is not currently tracked we will, if feasible, develop templates to gather information on service levels for a two-week period.) We will then meet with the project steering committee to assess the level of service currently provided. In particular we will identify areas where service levels lag expectations – these service areas will be targeted for improvement. In addition, if current service levels exceed what is considered reasonable we will consider the implications of adjusting service levels in those areas.

**Understand administrative staffing needs.** In addition to responding effectively to requests for police service (reactive policing) and actively taking steps to reduce crime and enhance citizen safety and security (proactive policing) department staff need time to perform required administrative duties. For functions where a full-time employee is performing administrative duties providing for adequate administrative staffing is straightforward. For functions (such as patrol and investigations) where the same officer performs proactive policing, reactive policing, and administrative functions determining the time that should be allocated to administrative duties is more difficult. We will take a two-pronged approach to address this issue. First, we will interview employees to ask them how they divide their time among their various duties. In addition, we will conduct “activity analysis” surveys in which we ask all employees performing a given function (e.g., all patrol officers) to estimate how they divide their time among various functions. (The list of activities included on activity analysis surveys would be tailored to the Pearland Police Department based on focus groups meetings held to develop activity lists.)

**Assess responsive staffing needs.** This activity will focus on identifying the analytic tool (or tools<sup>1</sup>) that should be used to model the relationship between workload, service expectations and staffing needs for each “responsive” police department function. These analytic approaches include the following:

- **Queuing analysis.** Queuing analysis is used to address staffing needs for time sensitive activities that cannot be scheduled. Using workload information by time of day queuing analysis calculates the number of officers who will be available for response and, if no officer is available, the wait time until an officer becomes available.
- **Travel time analysis.** Travel time analysis estimates the time required to travel to an incident based on the size of the geographic area served and the number of officers that will be available for response.
- **Workload analysis.** The time required to complete specific activities is assessed to determine staffing needs. While these activities need to be completed within a reasonable period of time the time required to complete the activities is not the primary determinant of staffing needs (as compared to activities for which queuing analysis should be used to assess staffing needs).
- **Productivity analysis.** The number of tasks that can successfully completed by a productive employee (for example, an employee whose productivity equals the 50<sup>th</sup> or 60<sup>th</sup> percentile of all employees performing similar duties) is used to determine staffing needs when productivity analysis is used. Unlike workload analysis – which assumes the time required to complete a specific task does not vary significantly – productivity analysis is useful in determining staffing needs when the time required to complete a given task (for example, the time required to complete a case investigation) can vary significantly.
- **Position analysis.** Position analysis is used for activities the staffing of which is determined by the number of positions that need to be filled rather than by workload. (For example, one position may be needed at a given location regardless of the activity at that location.)
- **Presence analysis.** Similar to position analysis, the need for these positions does not vary with workload. Instead, staffing needs vary based on an externally determined factor – the desired presence or visibility of deployed units.

**Evaluate proactive staffing needs.** Our assessment of proactive staffing needs will consider a number of factors. First, we will work with department and city managers to determine the relative emphasis the department should place on addressing responsive needs versus proactive needs. (This assessment will depend in part on the department’s policing philosophy.) In addition, the assessment of how strategies for achieving department objectives should be operationalized will be a primary determinant

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<sup>1</sup> For example, examining the relationship between staffing levels, performance expectations (e.g., response times) and workload for patrol officers who respond to calls requires using queuing analysis (to determine the likelihood that a patrol officer will be available for response) and travel time analysis (to determine – based on the number of officers available for response – how long it will take to drive to the incident scene).

of proactive staffing needs. We will also evaluate how proactive resources are currently used and will identify areas (if any) where existing proactive staff resources are ineffective and could be reduced without materially affecting the department's ability to achieve its goals. Likewise, we will identify opportunities to realign current investments in proactive resources to better reflect department priorities and/or to substantially improve performance.

**Develop work schedules.** We will develop schedules for each major department function that will detail how many employees need to report on each shift to meet performance expectations. Where the need for staff does not vary by time of day this assessment will be straightforward. For patrol (and other functions for which service demands vary by time of day), however, linear programming<sup>2</sup> will be used to calculate optimal schedules. We will then discuss with the steering committee whether the benefits of implementing the optimal schedule exceeds the costs associated with the disruption modifying work schedules creates.

**Adjust staffing to reflect expected absences.** The analysis performed during the previous steps will determine the number of employees that need to be working on any shift, unit or patrol district to meet reactive service expectations, to perform administrative activities, and to perform proactive activities. During this step we will calculate a relief factor (based on actual absences experienced over the past year) and will use that relief factor to determine the number of personnel that need to be assigned to each district, unit and shift to ensure the required number of staff will be working on a given day. In addition, we will review information on employee turnover to consider how staffing levels need to be adjusted to account for turnover.<sup>3</sup>

**Determine whether sworn or civilians personnel should fill positions.** Berkshire Advisors takes a systematic approach to evaluating civilianization opportunities. An evaluation framework is used to assess which positions should be filled by sworn officers and which positions should be filled by civilians. This framework assumes that an affirmative case for assigning a position to a sworn officer can be made under three conditions:

- The position requires the law enforcement powers of a sworn officer
- The skills, training, and experience of a sworn officer are needed to effectively perform the job duties
- The skills, training, and experience of a sworn officer are not required to effectively perform the job but assigning the position to a sworn officer is beneficial to residents and/or the department and the value of these benefits outweigh the costs

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<sup>2</sup> Linear programming is an operations research technique that is used to optimize a desired result against a number of constraints. In the context of this study, linear programming will be used to determine the optimal way to schedule staff to ensure that the number needed to meet service expectations will be deployed while minimizing the total number of staff employed.

<sup>3</sup> Please note that information on turnover will be modified, as appropriate, to reflect the expected success of improved retention efforts.

The analysis of potential opportunities for civilianization will begin by identifying positions for which the case for assigning a sworn officer to fill the position is unambiguous. This will be the case when law enforcement powers are required to perform the functions assigned to the position; a broad range of the skills, training, and experience of a sworn officer are required; and the job functions that justify the assignment of a sworn officer comprise the preponderance of the position's job duties.

When an unambiguous case for assigning a sworn officer to fill a position cannot be made it may nonetheless be beneficial<sup>4</sup> for the function to be assigned to a sworn officer. Three factors should be considered when making this determination.

- **Credibility.** In some cases, assigning a sworn officer to fill a position provides the credibility needed to effectively perform the position's job responsibilities. For example, while civilians could conceivably recruit sworn officers they would likely not be effective because potential employees would want to discuss what police work is like with someone who has actually served as a police officer.
- **Operational knowledge and experience.** For some functions, the operational knowledge and perspective of a sworn officer is helpful in performing job duties. However, the need for operational knowledge and experience should only provide a rationale for assigning the function to a sworn officer if the need for this knowledge and perspective is consistent and frequent and if the negative consequences that may result from not having this knowledge and perspective is sufficiently severe that the additional costs associated with assigning a sworn officer to the position are warranted.
- **Leadership development.** In some instances, while a sworn officer is not needed to fill a position, assigning a sworn officer to the position is helpful in developing the skills of future leaders. This rationale for assigning sworn officers to a position should be used only if the level of technical skills and professional expertise needed to perform the function are not excessive (i.e., a sworn officer rotating through the assignment can quickly develop the skills and expertise needed to perform the job) and if the best way to become familiar with the function or activity is by managing or performing it on a day-to-day basis.<sup>5</sup>

This evaluation framework will be used to systematically assess the positions within the department that should be assigned to sworn and civilian staff.

### **Assess Supervisory Needs**

In general assessments of supervisory spans of control should consider a number of factors:

- The number of personnel being supervised

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<sup>4</sup> The estimated benefits associated with assigning a sworn officer to the position should outweigh the estimated costs.

<sup>5</sup> For some functions expertise can be developed by serving on a committee that deals with the issue rather than by managing the function directly.

- The capability and competence of the personnel being supervised
- The complexity of the function being performed
- The need for consistency and the consequences associated with inconsistency and mistakes
- The role the supervisor is expected to play
- The experience and capabilities of the supervisor
- The extent to which the persons supervised are in one or many locations
- The effectiveness of management systems used to communicate expectations and monitor performance<sup>6</sup>

To assess the appropriate spans of control for the various functions performed by the Pearland Police Department we will begin by gathering information on spans of control currently employed in other police departments. (While we will not use this information to dictate what spans of control should be in the Pearland Police Department the information will provide a useful check on the reasonableness of the spans of control recommended for various functions.) We will then develop an evaluation framework that incorporates the factors that affect spans of control and will use this framework to define appropriate spans of control for various PPD functions. Please note that in making this determination special attention will be focused on defining the role the manager or supervisor will play in operationalizing strategies for achieving department objectives and ensuring that managers and supervisors have the capacity to fulfill these roles. In addition, for functions where a dedicated supervisor is needed but the number of personnel supervised is lower than the number suggested by the span of control analysis we will consider whether “working supervisor”<sup>7</sup> positions should be established.

## **APPROACH TO MODELING FUTURE STAFFING NEEDS**

The approach we will take to modeling and projecting future staffing needs will proceed in two steps. First, for each functional area we will model staffing needs based on two factors – the demand for the service being provided and the level of service that is desired. For the most part, these models will simply formalize the relationships between workload, work drivers, and service levels used to calculate current staffing needs.

To project future staffing needs we will meet with city managers and planners to discuss how the city is expected to change over the next three to five years and how these

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<sup>6</sup> When asked what is the appropriate span of control for mid-managers Peter Drucker once replied, “It all depends. A ratio of one to seventy is appropriate for an orchestra leader because all the people supervised *have the same score.*”

<sup>7</sup> A working supervisor is a position that spends a portion of his or her time performing supervisory duties and a portion of his or her time performing the same type of work as the individuals being supervised.

changes are likely to affect demand for service and other “drivers” of police department staffing. We will then incorporate these projections into the staffing model to calculate police department staffing needs three to five years in the future.

### **III – PROJECT PLAN**

### III – PROJECT PLAN

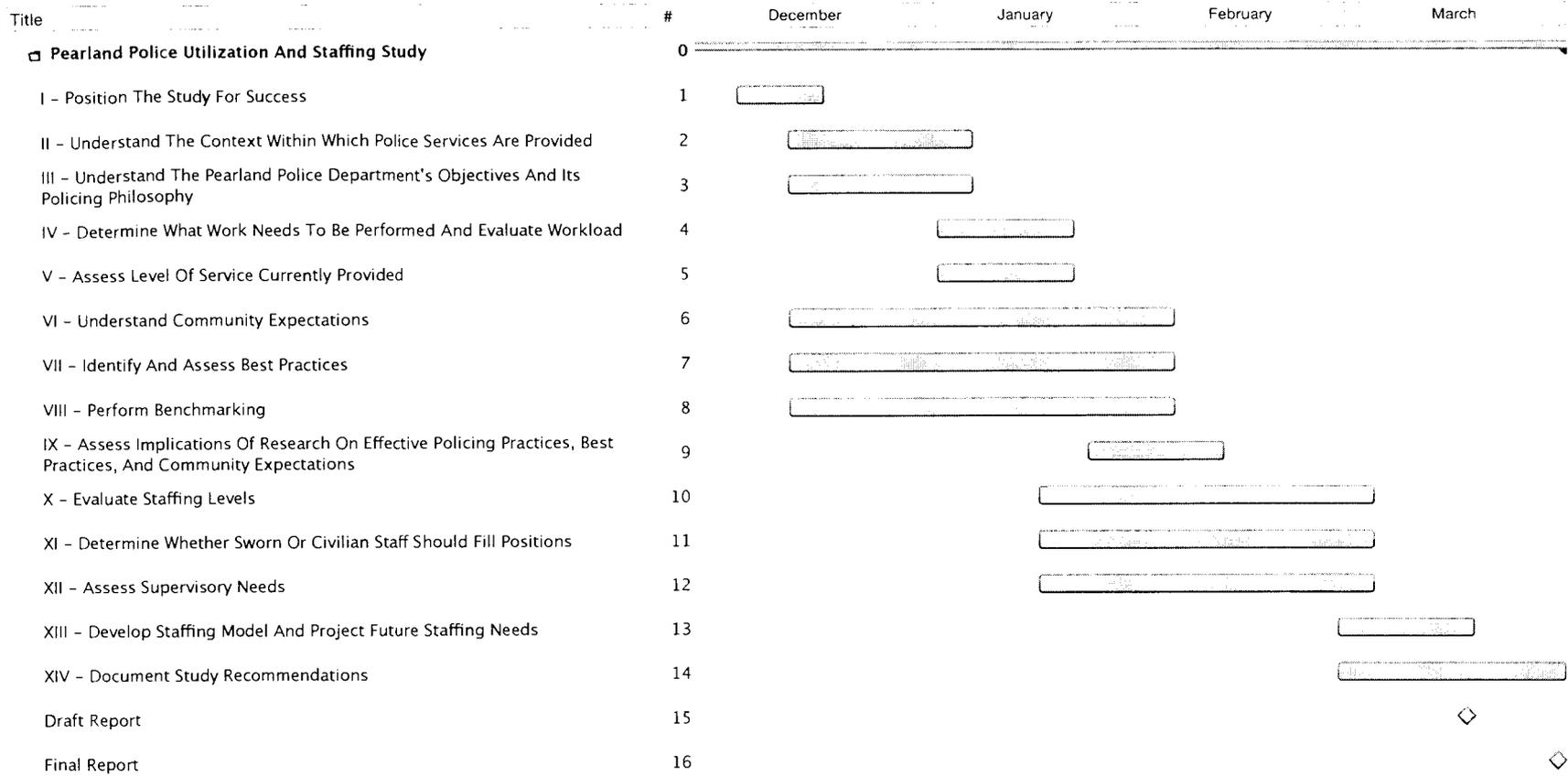
This section is divided into three parts: work plan; deliverables and progress payments; and compliance statement.

#### WORK PLAN

Our work plan for completing this engagement is presented in the following table. (A schedule for the engagement is presented in Exhibit III-1.)

Phase	Task
I – Position The Study For Success	1. Hold introductory meetings with study team leaders, city managers, the police chief and key department managers
	2. Establish study steering committee we will meet with at key points in the study process to provide guidance on policy issues, review preliminary findings, and provide needed feedback
	3. Assemble background information on the city, the nature and extent of the demand for police services, and the department’s organization and operations
	4. Review survey goals and objectives
	5. Develop communications strategy for introducing the study to department employees and for keeping employees, labor leaders and other stakeholders abreast of its progress
II – Understand The Context Within Which Police Services Are Provided	1. Review demographic and economic information on the city
	2. Review information on Pearland’ physical and geographic characteristics
III – Understand The Pearland Police Department’s Objectives And Its Policing Philosophy	1. Review mission, goals, and objectives
	2. Conduct interviews and review documents to understand the department’s policing philosophy and priorities
	3. Conduct interviews and review documents to understand the strategies the department currently employs to reduce violent crime, reduce property crime, improve traffic safety, and respond quickly to calls-for-service
	4. Conduct interviews and review data to develop an overall understanding of the department’s organization, management, and operations
IV – Determine What Work Needs To Be Performed And Evaluate Workload	1. Conduct interviews and review documents to develop a list of key work activities
	2. Identify “workload drivers”
	3. Determine what information the department currently collects

# PROPOSED PROJECT SCHEDULE



Phase	Task
	<ol style="list-style-type: none"> <li>4. If information on workload drivers for selected activities is not available explore approaches to obtaining information during the study process</li> <li>5. Obtain information on current workload and how workload varies by time of day, day of week, and season</li> </ol>
V – Assess Level Of Service Currently Provided	<ol style="list-style-type: none"> <li>1. Identify measures of service quality and specify performance measures</li> <li>2. Review current performance expectations</li> <li>3. Gather information on current performance</li> </ol>
VI – Understand Community Expectations	<ol style="list-style-type: none"> <li>1. Interview elected officials</li> <li>2. Conduct three to five focus groups with community representatives</li> <li>3. Survey Pearland residents and visitors               <ol style="list-style-type: none"> <li>a. Develop and review draft survey</li> <li>b. Develop and review preliminary sampling plan</li> <li>c. Finalize survey and sampling plan</li> <li>d. Pretest survey and review pretest results</li> <li>e. Issue press release</li> <li>f. Administer survey</li> </ol> </li> </ol>
VII – Identify And Assess Best Practices	<ol style="list-style-type: none"> <li>1. Conduct literature review and internet search to identify effective practices relating to reducing violent crime, reducing property crime, reducing traffic fatalities and serious injury collisions, and using data to enhance performance</li> <li>2. Identify best practices relating to reducing violent crime, reducing property crime, reducing traffic fatalities and serious injury collisions, and using data to enhance performance</li> <li>3. Interview representatives of best practice departments to better understand their practices and to obtain information on the challenges associated with implementing the practices</li> <li>4. Develop preliminary approaches to tailoring best practices to the Pearland context</li> </ol>

Phase	Task
VIII – Perform Benchmarking	<ol style="list-style-type: none"> <li>1. Identify benchmark departments that are similar to the Pearland Police Department               <ol style="list-style-type: none"> <li>a. Work with Steering Committee to identify potential benchmark departments</li> <li>b. Gather information on each of the potential benchmark departments</li> <li>c. Select at least five benchmark agencies that are similar to the Pearland Police Department in terms of community dynamics, organizational structure, population, specialized traffic and special events units, forensics and communications functions internal to the department, use of data drive decision-making models (e.g., DDACT) and Compstat</li> </ol> </li> <li>2. Develop data collection template</li> <li>3. Distribute data collection templates to benchmark departments</li> <li>4. Review data collected and conduct follow up interviews, as necessary, with benchmark agencies</li> </ol>
IX – Assess Implications Of Research On Effective Policing Practices, Best Practices, And Community Expectations	<ol style="list-style-type: none"> <li>1. Review research on effective policing practices, information on best practices, survey results, and other information on community expectations with the steering committee</li> <li>2. Work with the steering committee to define what strategies for achieving objectives should be implemented and how these strategies should be operationalized</li> <li>3. Review information on current department performance and work with the steering committee to assess how the level and/or types of services the department offers should be modified to better meet community expectations               <ol style="list-style-type: none"> <li>a. Identify services, if any, that should be eliminated or curtailed</li> <li>b. Identify services, if any, that should be modified</li> <li>c. Specify desired performance expectations</li> </ol> </li> <li>4. Make a preliminary assessment of the implication of implementing strategies for achieving objectives and modifying services to better meet community expectations for how department employees spend their time</li> </ol>
X – Evaluate Staffing Levels	<ol style="list-style-type: none"> <li>1. Assess how implementing strategies for achieving objectives and modifying services to better meet community needs will affect how employees spend their time</li> </ol>

Phase	Task
	2. Understand administrative staffing needs <ul style="list-style-type: none"> <li>a. Review organization charts and staffing rosters and conduct interviews to identify position that devote 100 percent of their time to administrative activities</li> <li>b. Conduct interviews to assess how much time staff who devote less than 100 percent of the time to administrative duties devote to administrative activities</li> <li>c. Conduct activity analysis surveys, as necessary, to understand how much time employees devote to administrative activities</li> <li>d. Assess overall administrative staffing needs</li> </ul>
	3. Assess responsive staffing needs <ul style="list-style-type: none"> <li>a. Identify analytic tool or tools (e.g., queuing analysis, travel time analysis, workload analysis, productivity analysis, position analysis, or presence analysis) that should be used to evaluate response related staffing needs for each major department function and review with department</li> <li>b. Gather workload information needed to apply analytic tool</li> <li>c. Select desired performance expectations</li> <li>d. Assess overall responsive staffing needs</li> </ul>
	4. Evaluate proactive staffing needs <ul style="list-style-type: none"> <li>a. Conduct interviews, review analysis, and perform analysis to understand how proactive resources are currently used</li> <li>b. Identify areas (if any) where existing proactive resources are ineffective and could be reduced without materially affecting the department's ability to achieve its goals and assess the extent to which proactive staffing should be realigned</li> <li>c. Identify where additional proactive staffing is needed to operationalize strategies for achieving department objectives and/or to better meet community expectations</li> </ul>
	5. Develop work schedules <ul style="list-style-type: none"> <li>a. Review information on staffing needs by time of day and area of the city</li> <li>b. Use linear programming to develop schedules</li> </ul>

Phase	Task
	<ul style="list-style-type: none"> <li>b. Review information on the time required to recruit, hire, and train new staff</li> <li>c. Calculate staffing needed to account for vacant positions</li> </ul>
XI – Determine Whether Sworn Or Civilian Staff Should Fill Positions	<ul style="list-style-type: none"> <li>1. Develop evaluation framework to be used in assessing whether positions should be filled by sworn or civilian staff</li> <li>2. Apply framework</li> </ul>
XII – Assess Supervisory Needs	<ul style="list-style-type: none"> <li>1. Review information on spans of control employed in benchmark police departments</li> <li>2. Develop evaluation framework</li> <li>3. Apply framework</li> <li>4. Evaluate spans of control</li> </ul>
XIII – Develop Staffing Model And Project Future Staffing Needs	<ul style="list-style-type: none"> <li>1. Formalize approaches to evaluating staffing needs into a staffing model</li> <li>2. Develop documentation for using the model to calculate staffing needs over time</li> <li>3. Meet with city managers and planners to discuss how the city is expected to change of the next three to five years</li> <li>4. Assess how these changes will effect key drivers of police department staffing</li> <li>5. Use the staffing model to project department staffing needs three to five years into the future</li> </ul>
XIV – Document Study Recommendations	<ul style="list-style-type: none"> <li>1. Finalize recommendations</li> <li>2. Develop implementation plans</li> <li>3. Prepare draft study report (including implementation plan and executive summary) and review with appropriate department and city managers</li> <li>4. Prepare final report</li> </ul>

**DELIVERABLES AND PROGRESS PAYMENTS**

A list of steering committee meetings and the deliverables that will be presented at each meeting is present in Exhibit III-2. As this exhibit shows, we are requesting that progress payments be linked to the successful delivery of the deliverables that will be presented at each meeting (less than a 10 percent deduction that will be paid upon final acceptance by the City.

## **COMPLIANCE STATEMENT**

Berkshire Advisors, Inc. and our subcontractor The ETC Institute agrees to comply with all applicable rules and regulations of Federal, State and Local governing entities. Berkshire Advisors, Inc. and The ETC Institute also agree to comply with the specifications and terms of this RFP.

## SCHEDULE OF STEERING COMMITTEE MEETINGS AND PROJECT DELIVERABLES

Steering Committee Meeting	Payment	Project Deliverables
<p>First Steering Committee Meeting (Week Of December 14, 2015)</p>	<p>None</p>	<ul style="list-style-type: none"> <li>■ Preliminary data request list</li> <li>■ Draft memo introducing study to department employees</li> <li>■ List of potential benchmark departments</li> </ul>
<p>Second Steering Committee Meeting (Week Of January 18, 2016)</p>	<p>10%</p>	<ul style="list-style-type: none"> <li>■ List of work activities and “workload driver”</li> <li>■ List of service quality and performance measures</li> <li>■ Draft survey instrument and sampling plan</li> <li>■ Draft press release relating to community survey</li> <li>■ Summary of analytic tools and approaches that will be used to evaluate staffing needs for each key department function</li> <li>■ Summary of current performance</li> <li>■ “Snap shot” of the department’s current organization, staffing and scheduling</li> <li>■ List of criteria to be used when assessing whether functions should be performed by sworn or civilian staff</li> <li>■ List of criteria to be used when evaluating supervisory needs</li> <li>■ Draft activity analysis surveys</li> <li>■ Discussion document relating to scheduling alternatives</li> </ul>

## SCHEDULE OF STEERING COMMITTEE MEETINGS AND PROJECT DELIVERABLES

Steering Committee Meeting	Payment	Project Deliverables
Third Steering Committee Meeting (Week Of February 8, 2016)	20%	<ul style="list-style-type: none"> <li>■ Summary of interviews and focus groups with community representatives</li> <li>■ Benchmarking results</li> <li>■ Best practices analysis results</li> <li>■ Community survey results</li> <li>■ Literature review results</li> <li>■ List of highly effective department practices</li> <li>■ Discussion document summarizing implications of findings for Pearland's organization, management, and operations</li> <li>■ Activity analysis survey results</li> <li>■ Absence analysis</li> <li>■ Vacancy analysis</li> </ul>
Fourth Steering Committee Meeting (Week Of February 29, 2016)	25%	<ul style="list-style-type: none"> <li>■ Preliminary staffing results</li> <li>■ Preliminary scheduling analysis</li> <li>■ Preliminary assessment of whether sworn or civilian staff should fill positions</li> <li>■ Preliminary supervisory analysis</li> <li>■ List of factors that will affect staffing needs over the next three to five years</li> </ul>
Fifth Steering Committee Meeting (Week Of March 14, 2016)	25%	<ul style="list-style-type: none"> <li>■ Draft study report and implementation plan</li> <li>■ Draft staffing model</li> <li>■ Preliminary staffing projections for the next three to five years</li> </ul>

## SCHEDULE OF STEERING COMMITTEE MEETINGS AND PROJECT DELIVERABLES

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Steering Committee Meeting	Payment	Project Deliverables
Sixth Steering Committee Meeting And Final Report Presentation (Week Of March 28, 2016)	20%	<ul style="list-style-type: none"><li>■ Final report</li><li>■ Final staffing model</li><li>■ Final staffing projections</li></ul>

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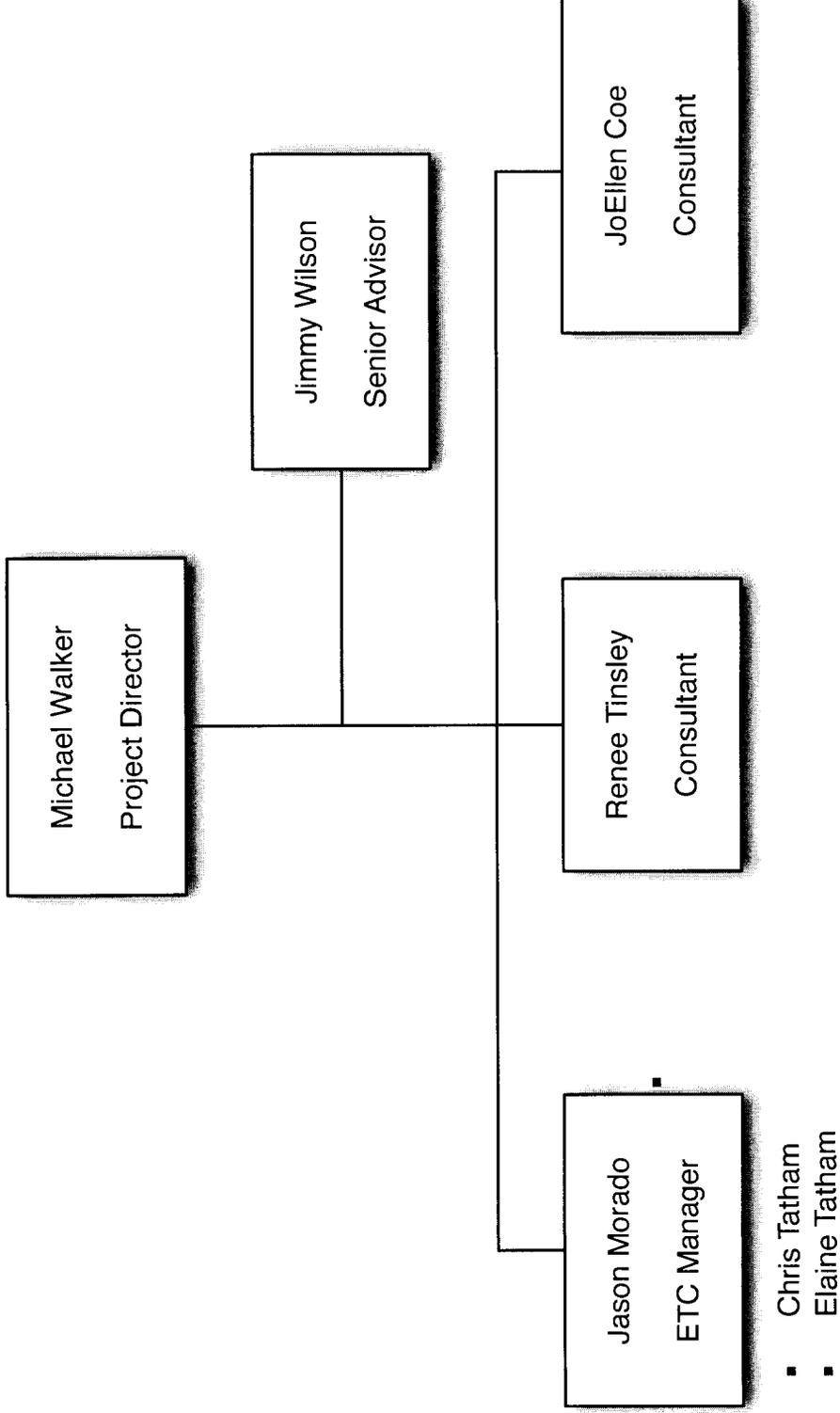
## **IV – PROJECT MANAGEMENT STRUCTURE**

#### **IV – PROJECT MANAGEMENT STRUCTURE**

Michael H. Walker will serve as Project Director for this engagement and all Berkshire Advisors consultants will report directly to him. Mr. Walker will be fully accountable to the City of Pearland for the quality of our work. Jason Morado of ETC, who will report to Mr. Walker, will oversee the ETC staff assigned to this engagement and will lead the development and administration of the community survey. Mr. Morado will interact directly with the City of Pearland on issues relating to the community survey but will work with Mr. Walker to ensure the survey process is integrated into the overall study effort.

Exhibit IV-1 presents the organization of the study team.

# PROJECT MANAGEMENT STRUCTURE



## **V – PRIOR EXPERIENCE**

## V – PRIOR EXPERIENCE

This section describes the relevant experience of our firms. A copy of the Berkshire Advisors staffing review for the City of Colorado Springs is submitted as part of the proposal package.

### **BERKSHIRE ADVISORS**

Berkshire Advisors has extensive experience conducting management reviews of police departments. Summaries of a number of relevant engagements completed within the past ten years follow. A completed reference form is presented on the following pages.

#### **Colorado Springs (Colorado) Police Department**

The patrol staffing and deployment study of the Colorado Springs Police Department focused on a comprehensive assessment of patrol division functions. The consultants developed detailed staffing and scheduling models that department staff can use in the future to determine the number of officers needed for each hour of the day and to determine an optimal schedule to ensure enough officers are working each hour. The models will help ensure that the department protects the safety of its officers, supports proactive police work, and delivers the best service possible to the citizens of Colorado Springs.

**Key recommendations.** Recommendations were made to adjust staffing levels to more accurately reflect actual workload requirements; strengthen patrol supervision and discipline; and revise scheduling practices to ensure a minimum number of experienced staff is assigned to all shifts. Additional recommendations included better management of the process for follow-up investigations; increasing accountability for overtime expenditures; taking steps to reduce unproductive time at the beginning and end of each shift; and more consistently using crime analysis data to improve responsiveness to community needs.

Project Title: Comprehensive Patrol Staffing And Deployment Assessment  
Date Completed: May 2013  
Reference: Ms. Amanda Terrell-Orr  
Planning and Grants Administrator  
Colorado Springs Police Department  
705 South Nevada Avenue  
Colorado Springs, CO  
Phone Number: .(719) 444-7419

#### **Oklahoma City, Oklahoma Police Department**

Berkshire Advisors completed a management and manpower analysis study of the Oklahoma City Police Department, focusing on operational efficiency and effectiveness, and staffing needs. Detailed staffing models were developed for current and modified patrol schedules and a range of analytic tools was used including conjoint analysis, linear programming, queuing analysis, workflow processing, and activity analysis. In addition, a civilianization assessment was completed and benchmarking data was collected from a number of peer departments.



**REFERENCES FOR: Berkshire Advisors, Inc.**

Offeror must furnish, with this proposal, a list of five (5) references from customers with a similar or larger operation as the City of Pearland. This document, or a similar version issued by your company, must be included with your proposal.

Company Name: Colorado Springs Police Department

Contact: Amanda Terrell-Orr

Phone Number: 719-444-7419 Fax Number: \_\_\_\_\_

Email Address: ORRAM@ci.colospgs.co.us

Company Name: Oklahoma City Police Department

Contact: Chief William Citty

Phone Number: 405-297-1100 Fax Number: \_\_\_\_\_

Email Address: william.citty@okc.gov

Company Name: City Of Boynton Beach (Florida)

Contact: Lori LaVerriere (City Manager)

Phone Number: 561-742-6010 Fax Number: \_\_\_\_\_

Email Address: LaVerriereL@bbfl.us

Company Name: Kansas City Police Department

Contact: James Corwin (former Chief)

Phone Number: 816-756-1850 Fax Number: \_\_\_\_\_

Email Address: eisenbarth@diocesekcsj.org

Company Name: St. Paul Police Department

Contact: John Harrington (former Chief)

Phone Number: 612-349-7201 Fax Number: \_\_\_\_\_

Email Address: John.Harrington@metrotransit.org

**Key recommendations.** Scheduling and staffing adjustments were recommended in patrol to ensure officers are working when most needed, in crime scene investigations to match periods of peak activity, in inmate processing to reduce staffing overlaps and costs, and in the E911 communications center to strengthen operations and monitoring. Technology recommendations included exploring implementation of red light cameras and increasing investments in closed circuit television. Other recommendations were made to increase the department's intelligence-led policing analytical capacity; streamline administrative processing and systems; increase enforcement of non-compliance with taxi permit regulations and establish fees for taxi reinspections; increase investment in in-service training; and expand roll call training.

Project Title: Management And Manpower Analysis Project  
Date Completed: October 2008  
Reference: Chief William City  
701 Colcord  
Oklahoma City, OK 73102  
Phone Number: (405) 297-1100

### **Boynton Beach (Florida) Police Department**

The purpose of this engagement was to conduct a review of all police department functions, to provide suggestions for process improvements, and to develop staffing models based on workload requirements. The study included best practices research and community focus group discussions.

**Key recommendations.** Recommendations included establishing a new vision for policing around which employees can rally and modifying the department's organizational structure to facilitate achieving this vision; establishing basic performance expectations for key positions and holding staff accountable for meeting those expectations; developing a comprehensive approach to ensuring the quality and integrity of department staff; taking a number of steps to make more effective use of patrol resources and to improve response times; conducting a space needs study and improving facility maintenance; using the budget as a management and accountability tool; and integrating code compliance into the plans the department develops to address community needs.

Title: Report Of A Police Department Management Study  
Date Completed: August 2013  
Reference: Ms. Lori LaVerriere  
City Manager  
City of Boynton Beach  
100 East Boynton Beach Boulevard  
Boynton Beach, Florida 33425-0310  
Phone Number: (561) 742-6010

### **Kansas City, Missouri Police Department**

This study focused on five areas: resource allocation; accountability; management systems and processes; people development and management planning; and using information to inform decision-making.

**Key recommendations.** To ensure that resources are allocated to better support service improvement efforts, the consultants recommended adjustment of staffing levels for patrol officers, detention facility officers, dispatchers, telephone service operators, and civilian public safety officers. Other recommendations included establishing ongoing partnerships with the community and the city; focusing attention on ensuring a consistent level of quality and supervision among patrol officers; developing a long-term facilities plan and a comprehensive information technology plan that is coordinated with the city's IT plan; and ensuring a consistent focus on strategic themes such as identifying and addressing the root causes of crime and fear among residents.

Project Title: KCPD Efficiency Study  
Date Completed: September 2006  
Reference: Mr. James Corwin  
(former Chief of Police, Kansas City Police Department)  
Catholic Diocese of Kansas City – St. Joseph  
20 West Ninth Street  
Kansas City, Missouri 64105  
Phone Number: (816) 756-1850

#### **St. Paul, Minnesota Police Department**

Berkshire Advisors completed a best practices assessment of the St. Paul Police Department. In keeping with the city's commitment to maintain current staffing levels, the overall goal of this assessment was to identify the most efficient and effective areas in which to add or redeploy resources and to identify strategies for improvement.

**Key approaches/analytical tools.** Interviews were conducted with sworn and civilian police department employees, city government leaders and selected department heads, and the leader of the local police federation. Focus group discussions and community drop-in sessions were held. Staffing models and a resource allocation framework were developed. Employee surveys, activity analysis surveys, and resource optimization surveys were completed. In addition, best practice information was collected from 44 municipal and four state police departments and benchmarking data was collected from eight peer cities.

**Key recommendations.** Key recommendations included revising the current organizational structure to more appropriately align functions; collaborating with the city to implement a new financial management operating system; revising the existing patrol schedule to match the calls-for-service workload; establishing a more rigorous approach to managing overtime; establishing a system for defining performance expectations, weighting priorities, and measuring performance; and revising the training new managers and supervisors receive and the training curriculum to ensure it is consistent with department values.

Project Title: Best Practices Assessment Of The St. Paul Police Department  
Date Completed: June 2009  
Reference: Chief John Harrington  
(former Chief of the St. Paul Police Department)  
Chief of Police  
Metro Transit  
560 Sixth Avenue North  
,Minneapolis, Minnesota 55411  
Phone Number: (612) 349-7201

### **Ocala (Florida) Police And Fire Departments**

Berkshire Advisors completed reviews of the Ocala fire rescue and police departments. The consultants analyzed all aspects of the departments' organization, management, and operations; examined and evaluated the delivery of current and future services; analyzed alternative approaches to service delivery including shared or regional services; identified opportunities to consolidate operations; assessed potential redundancies and service duplications; and ensured each department is complying with the mandates set for it.

Opportunities to strengthen the organization, management, and operations of the police department were identified in several areas. The consultants recommended revising the organizational structure to allow the police chief to directly manage day-to-day operations; modifying the department's take home car program; and streamlining the organization of the investigations division. Other recommendations were made to take steps to address perceptions relating to the department's management and leadership; to recruit a more diverse workforce; and to strengthen relationships between the city and the department. Fire department recommendations included developing a comprehensive approach to ensure consistent management and operational approaches across shifts and stations; establishing a conclave to determine how the city and county can provide a better coordinated response to calls; adjusting the types of calls to which the department responds; requiring firefighters to meet minimum fitness requirements; and making an investment to develop and implement a range of recruiting strategic to help ensure a diverse workforce.

Project Title: Efficiency Study/Performance Audit Of Municipal Fire And Police Services  
Date Completed: January 2010  
Reference: Ms. Catherine Cameron  
Assistant City Manager  
City of Ocala  
City Hall  
151 SE Osceola Avenue  
Ocala, FL 34471  
Phone Number: (352) 401-3976

### **Ardmore, Oklahoma Police Department**

Berkshire Advisors completed a comprehensive review of the Ardmore Police Department including a review of the city's public safety dispatch center that serves the city's police and fire departments, the regional EMS provider, and six neighboring towns.

To help ensure a broad range of participation interviews were conducted with all department employees, an online survey was disseminated, and focus groups were held with business and community leaders and social service and health care agencies.

Project Title: Independent Evaluation Of The Police Department  
Date Completed: May 2007  
Reference: Mr. Dan Parrot  
(former Ardmore City Manager)  
City Manager, City of DeBary, Florida  
16 Colomba Road  
DeBarry, Florida 32713  
Phone Number: (386) 668-2040

### **Phoenix (Arizona) Police Department**

Berkshire Advisors conducted an innovation and efficiency study of the Phoenix Police Department. The primary purpose of this review was to support the department's effort to adjust to its new fiscal and service reality demands. Study objectives included establishing a baseline of the department's current performance from which to measure the impact of proposed changes and making recommendations for increasing organizational effectiveness and efficiency. Recommendations were made to adjust work schedules to eliminate unnecessary overlap; redeploy dedicated staff to more accurately reflect department needs; make more effective use of supervisory resources; consistently use formal solvability factors to determine which cases should be assigned to detectives for follow-up investigation; adjust administrative support to provide a more uniform proportion throughout the department; and modify approaches to rotating commanders and lieutenants.

Title: Innovation And Efficiency Review  
Date Completed: May 2011  
Reference: Mr. Jeff DeWitt  
(formerly Finance Director, City of Phoenix)  
Chief Financial Officer  
City Of Washington, D.C.  
1350 Pennsylvania Avenue, N.W.  
Suite 203  
Washington, D.C. 20004  
Phone Number: (202) 727-1643

### **Florida Highway Patrol**

A key focus of this staffing analysis for the Florida Highway Patrol (FHP) was to assess the staffing model the department currently uses to estimate staffing needs and to develop a new model that better reflects department needs. Study objectives were to assess FHP workload for patrol, communications, and criminal investigative functions; validate the current patrol staffing/deployment model and the reliability of data used by current staffing/deployment model; recommend changes to the current staffing/deployment model and develop implementation strategies for transitioning to a revised model; address future staffing, continuing staffing, and deployment issues; and recommend communications center staffing and deployment based on workload and contemporary deployment methods. In addition, a civilianization analysis was

completed. The staffing models developed by the consultants will enable the department to assess how patrol and investigative staffing is affected by changes in workload and service expectations.

**Key recommendations.** Recommendations were made based on the service expectations established in consultation with FHP managers and included detailing how current staffing – which is much lower than the number needed to meet desired service expectations – should be allocated to be consistent with the staffing needed to meet service expectations.

Project Title: Sworn Staffing And Deployment Study  
Date Completed: May 2011  
Reference: Major Richard S. Mechlin  
17 Commerce Boulevard  
Midway, Florida 32343-6601  
Phone Number: (850) 617-2377

### **Pawtucket (Rhode Island) Police Department**

The objectives of this study were to examine existing police protection services, determine the strengths and weaknesses of service delivery strategies, identify opportunities to improve efficiency, and to develop short-term and long-term strategic recommendations. The study process included extensive interviewing of department employees, extensive data collection, an activity analysis survey, focus groups with community representatives, and benchmarking and best practices resources. In particular extensive information on human resource practices in other Rhode Island police departments was obtained.

**Key recommendations.** The study found that the department’s ability to improve its performance is constrained by the staffing needed to expand proactive initiatives and labor management relationships that severely curtail management prerogatives. The study included a number of recommendations to improve the effectiveness with which resources were used that could be implemented without negotiating changes in the existing labor agreements and other recommendations that would require negotiations. In addition, the consultants recommended improvements to department facilities and equipment.

Project Title: Police Performance Review And Audit  
Date Completed: October 2015  
Reference: Mr. Donald R. Grebien, Mayor  
137 Roosevelt Avenue  
2<sup>nd</sup> Floor, Room 200  
Pawtucket, Rhode Island 02860  
Phone Number: (401) 728-0500 x281

### **Dane County (Wisconsin) Sheriff’s Office**

The goal of this engagement was to review the Sheriff’s Office overtime policies and practices. The study emphasized future design and direction of overtime policies and practices and took into account the Sheriff’s Office organizational climate, community needs and expectations, and the need for innovation, improved efficiency, and effective

operations. The study included a review of all services provided, resources allocated to each service area, organizational and managerial structure, communications, and human relations.

**Key recommendations.** Recommendations were made to take a more conservative approach to calculating relief factors for selected positions; making limited use of part-time employees to address supplemental staffing needs; varying minimum staffing levels by time of day and day of the week rather than by shift only; grouping overtime expenditures to reflect managerial control; and flexing investigator work hours and limiting the overtime paid for call-outs.

Project Title: Targeted Review And Assessment Of The Overtime Policies And Practices Of The Sheriff's Office  
Date Completed: August 2012  
Reference: Ms. Lisa MacKinnon  
210 Martin Luther King Jr. Boulevard  
Room 106B  
Madison, Wisconsin 53703-3345  
Phone Number: (608) 267-1529

## **ETC INSTITUTE**

The ETC Institute has extensive experience conducting community surveys for local governments. Clients for whom community surveys have been completed include the following:

- Dallas, Texas (2009, 2011, 2013 and 2014)
- Plano, Texas (2012)
- San Antonio, Texas (2010, 2012, and 2014)
- Fort Worth, Texas (2003 through 2009)
- Austin, Texas (2009 through 2015)
- Bryan, Texas (2007, 2009, and 2010)
- Westlake, Texas (2009, 2010, 2011, 2012, 2013 and 2015)
- Abilene, Texas (2009)
- Oklahoma City, Oklahoma (2005, 2007, 2008, 2009, 2011, 2013, and 2014)
- Kansas City, Missouri (2000, 2002, 2003, 2004, 2005, 2006, 2008, 2009, 2011, 2012, 2014 and 2015)
- King County, Washington (2009, 2012)
- San Francisco, California (2011)

- Arlington County, Virginia (2004, 2008 and 2012)
- Olathe, Kansas (2000 to 2013)
- Tamarac, Florida (2005, 2007, 2009, 2011 and 2013)
- Henderson, Nevada (2010 and 2014)
- Johnson County, Kansas (2005, 2009, 2011, and 2013)
- Miami Dade County, Florida (2003, 2005, 2008 and 2013)
- Naperville, Illinois (2006, 2008 and 2012)
- Las Vegas, Nevada (2013)
- Tempe, Arizona (2007, 2009, 2010, 2011, 2012, and 2014)

## **VI – PERSONNEL**

## VI – PERSONNEL

Berkshire Advisors has assembled a team that is extremely well qualified to undertake this engagement. Our project team has been structured to allow the department to benefit from Berkshire Advisors' broad capabilities, to leverage the expertise of the firm's most experienced consultants, to tap expertise outside our firm, and to match the skills and experience of individual consultants with department needs. Our consulting team has also been structured to bring a broad range of perspectives to this engagement. In addition to significant consulting expertise, team members will bring to this project the perspective gained by managing police departments.

The Berkshire Advisors consulting team will be supplemented by staff from The ETC Institute who will survey a representative sample of Pearland residents and visitors.

### PROJECT ROLES

A brief description of the roles each consultant will play on this engagement follows.

- **Michael H. Walker.** Mike Walker has more than 31 years experience evaluating the staffing, organization, management, and operations of police departments and other law enforcement agencies. He will serve as the project director and will be fully accountable to the department for the quality of our work. Most recently he played a similar role on our reviews for police departments in Memphis, Tennessee; Dallas, Texas; Washington, D.C., St. Paul, Minnesota; Kansas City, Missouri; Petersburg, Virginia; Phoenix, Arizona; Independence, Missouri; Oklahoma City, Oklahoma; Colorado Springs, Colorado; Ocala, Florida; Seattle, Washington; and Pawtucket, Rhode Island

Mr. Walker will devote approximately 30 percent of his available time to this engagement.

- **Jason Morado.** Jason Morado will serve as the ETC Institute project manager for this engagement. Mr. Morado has more than 14 years of experience in the design, administration and analysis of community market research. He has served as the project manager and senior researcher on community research projects for over 250 local governmental organizations throughout the U.S, including numerous communities in the State of Texas. In the past year Mr. Morado has worked on community surveys for the following communities in Texas: Dallas, Fort Worth, McAllen, Plano, Sugar Land, and Westlake.

Mr. Morado will devote approximately 10 percent of his available time to this engagement (for the time during which the community survey will be conducted).

- **Jimmy L. Wilson.** Jimmy Wilson has more than 31 years experience as a law enforcement manager. He has served as chief of police for police departments in Jackson and Canton, Mississippi and Suffolk, Virginia and chief of police/director of police and public safety for Virginia State University. For the Metropolitan Police Department of the District of Columbia Mr. Wilson served as deputy chief of police, internal affairs director, homicide commander, and captain/special investigations. Mr. Wilson has provided consulting services for law enforcement agencies in Alamogordo, New Mexico; Dallas, Texas; Phoenix, Arizona; Memphis, Tennessee; Washington, D.C.; U.S. Virgin Islands; Montgomery County, Maryland; Fayetteville, North Carolina; and Louisville, Kentucky. On this study Mr. Wilson will serve as senior policing consultant and will be an integral member of the project team.

Mr. Wilson will devote approximately 5 percent of his available time to this engagement.

- **Renée Tinsley.** Renée Tinsley has over 24 years experience evaluating the management and operations of public sector organizations. In addition, she has conducted benchmarking and best practices research and analysis for public safety agencies in Dallas, Texas; Phoenix, Arizona; Petersburg, Virginia; St. Paul, Minnesota; Dane County, Wisconsin; Boynton Beach, Florida; Pawtucket, Rhode Island; and Ocala, Florida. On this project she will serve as consultant and project coordinator and will be responsible for our benchmarking, best practices research and literature review.

Ms. Tinsley will devote approximately 20 percent of her available time to this engagement.

- **JoEllen Coe.** JoEllen Coe brings to this engagement expertise in quantitative and qualitative data analysis and process improvement. On this engagement Ms. Coe will assist the project team in performing the quantitative analysis needed to effectively evaluate the police department's staffing and scheduling practices and will also provide general support to the project team. She performed a similar role in Berkshire Advisors' reviews of police departments in Washington, D.C.; Ocala, Florida; Colorado Springs, Colorado; Phoenix, Arizona; Kansas City, Missouri; Oklahoma City, Oklahoma; Alamogordo, New Mexico; Scottsdale, Arizona; Pawtucket, Rhode Island; and Boynton Beach, Florida.

Ms. Coe will devote approximately 20 percent of her available time to this engagement.

- **Chris Tatham.** Chris Tatham has managed more than 500 community surveys for local governmental organizations across the United States. He has conducted community surveys in 9 of the 20 largest U.S. cities and 11 of the 20 largest U.S. counties. Indeed, he may have more experience with the design and interpretation of community-based survey research for local governments than anyone in the nation. He excels in using survey data to facilitate consensus about organizational priorities. Mr. Tatham will serve as a Senior Consultant and will assist the ETC Project Manager in the review and design of the survey instruments, as well as in drafting the final report.

Mr. Tatham will devote approximately 5 percent of his available time to this engagement (for the time during which the community survey will be conducted).

- **Dr. Elaine Tatham.** Dr. Tatham is a national expert in survey design and sampling methodology and has more than 35 years of research experience. Dr. Tatham has designed the research methodology for hundreds of research studies across the United States, including numerous studies in the State of Texas. She will assume the role of survey data manager for this engagement.

Dr. Tatham will devote approximately 5 percent of her available time to this engagement (for the time *during* which the community survey will be conducted).

## RESUMES

Resumes for each member of the project team follow.

### **Michael H. Walker, President**

**Summary.** Mike Walker is Berkshire Advisors' President and owner. For over 31 years he has helped public-sector clients improve their organization, management, and operations. He has conducted studies for more than 100 local and state governments, including all aspects of law

enforcement operations. His areas of expertise include staffing allocation, operational efficiency, strategic planning, and organizational restructuring.

**Consulting experience.** Mr. Walker has conducted consulting projects for the following police departments: Memphis, Tennessee; Dallas, Texas; Oklahoma City, Oklahoma; St. Louis, Missouri; Kansas City, Missouri; Scottsdale, Arizona; St. Paul, Minnesota; Raleigh, North Carolina; Colorado Springs, Colorado; District of Columbia; Ardmore, Oklahoma; Houston, Texas; Beverly Hills, California; Independence, Missouri; Midland, Texas; Flint, Michigan; Newport, Rhode Island; Santa Monica, California; Colorado Springs, Colorado; Auburn, New York; Petersburg, Virginia; Alamogordo, New Mexico; Seattle, Washington, Pawtucket, Rhode Island and Phoenix, Arizona.

Mr. Walker has conducted reviews of fire departments in Memphis, Tennessee; Wilmington, Delaware; Philadelphia, Pennsylvania; Thornton, Colorado; Dallas, Texas; Arlington County, Virginia; Auburn, New York; Newport, Rhode Island; Ottawa, Ontario; Pensacola, Florida; Hamilton, Ohio; and Texas City, Texas. Other local governments he has served include Jefferson and Summit counties, Colorado; Mobile and Montgomery, Alabama; Stockton and Riverside County, California; Boca Raton, Florida; Dawson County, Nebraska; North Bergen and Middlesex County, New Jersey; High Point, North Carolina; and Atlanta, Georgia.

State governments Mr. Walker has served include the Florida departments of State and Highway Safety and Motor Vehicles; the Indiana Family and Social Services Administration; the New Jersey departments of Military and Veterans Affairs and Health and Human Services; and the Florida Highway Patrol.

Before joining Berkshire Advisors, Mr. Walker was for seven years the leader of Towers Perrin's General Management Services Public Sector Practice. Prior to becoming a consultant, Mr. Walker worked for the U.S. Department of Health and Human Services; the U.S. departments of Energy, Labor and Agriculture; Prince George's County, Maryland; and Philadelphia, Pennsylvania.

**Education.** Mr. Walker holds a B.A. degree with honors from Williams College and an M.B.A. degree with distinction from the Wharton School of the University of Pennsylvania.

### **Jason Morado, Senior Project Manager, ETC Institute**

**Summary.** Mr. Morado has more than 14 years of experience in the design, administration and analysis of community market research. He has served as the project manager and senior researcher on community research projects for over 250 local governmental organizations throughout the U.S.

**Customer survey research experience.** Mr. Morado has served as a senior researcher and project manager for Customer Satisfaction Survey Research for dozens of local governmental organizations. Some of these organizations include: Auburn, CA, Columbia, MO, Austin, TX, Creve Coeur MO, Blue Springs MO, Dallas, TX, Cabarrus County MO, Davenport IA, Casper WY, Des Moines IA, Fort Worth TX, Gardener KS, Greenville NC, Hallandale Beach, FL, High Point NC, Independence MO, Indio CA, Johnson County KS, Jonesboro AR, Kansas City MO, King County WA, Kirkwood MO, Las Vegas NV, Mecklenburg County, NC, Meridian ID, Midwest City OK, Mountain Brook AL, Oak Grove MO, Oklahoma City OK, Olathe KS, Pinehurst NC, Plano TX, Pueblo CO, Raymore MO, Riverside MO, Round Rock TX, San Antonio TX, Shoreline WA, Springfield MO, Tyler TX, and Vancouver WA.

**Education.** Mr. Morado holds a B.S. degree in Marketing from Avila University and an M.B.A. degree from Webster University.

### **Jimmy Wilson, Consultant**

**Summary.** Jimmy Wilson brings to this engagement more than 31 years experience in the field of law enforcement. His areas of expertise include law enforcement administration, organizational development, grant writing and administration, dignitary protection, emergency management, and homeland security.

**Law enforcement experience .** Mr. Wilson has served as chief of police for police departments in Jackson and Canton, Mississippi and Suffolk, Virginia. He also held the position of chief of police/director of police and public safety for Virginia State University. For the Metropolitan Police Department of the District of Columbia Mr. Wilson served as deputy chief of police/district commander, police inspector/ internal affairs director, police captain/homicide commander, and captain/special investigations.

**Consulting experience.** Mr. Wilson served as a consultant on Berkshire Advisors' reviews of the Dallas (Texas) and Phoenix (Arizona) police departments and the Alamogordo (New Mexico) Department of Public Safety.

**Education.** Mr. Wilson holds a B.S. degree from American University and an M.S. degree from Virginia State University.

Mr. Wilson is a past president of the Hampton Roads Chiefs of Police Association. He is a member of the International Association of Chiefs of Police, the Police Management Association, and the Kiwanis International board of governors. His professional training certifications include Virginia State University Supervisors and Managers Institute, Virginia Association of Chiefs of Police, Mississippi State Police Academy, and the Senior Management Institute for Police/Police Executive Research Forum.

### **Renée Tinsley, Consultant**

**Summary.** Renée Tinsley has over 23 years experience conducting organizational and operational studies for public safety agencies. Her areas of expertise include activity analysis, best practices research, community outreach, and communications.

**Experience.** Ms. Tinsley has participated in reviews of law enforcement agencies in Alamogordo, New Mexico; Ardmore, Oklahoma; Boynton Beach, Florida; Colorado Springs, Colorado; Commonwealth Of Puerto Rico; Dallas, Texas; Dane County, Wisconsin; District of Columbia; Honolulu, Hawaii; Houston, Texas; Independence, Missouri; Kansas City, Missouri; Memphis, Tennessee; Oklahoma City, Oklahoma; Petersburg, Virginia; Phoenix, Arizona; Raleigh, North Carolina; Santa Monica, California; and St. Paul, Minnesota. Many of these projects included best practices research and community outreach.

Ms. Tinsley participated in reviews of fire departments in Dallas, Texas; Hamilton, Ohio; Memphis, Tennessee; Ottawa, Ontario; Petersburg, Virginia; Philadelphia, Pennsylvania; West Palm Beach, Florida; and Wilmington, Delaware;. She has also participated in reviews of the North York, Ontario Parks and Recreation Department, the Delaware Department of Services to Children, Youth and Their Families, and the New Jersey Psychiatric Facilities.

Prior to joining Berkshire Advisors, Ms. Tinsley helped to spearhead a major change management initiative for a \$1 billion a year consulting firm where she was responsible for

communications, competency development and training, and oversight of integrated project teams.

**Education.** Ms. Tinsley holds a B.A. degree from Marlboro College and has taken graduate courses at the New School and John Jay College of Criminal Justice.

### **JoEllen Coe**

**Summary.** JoEllen Coe brings to this engagement expertise in quantitative and qualitative data analysis and process improvement.

**Experience.** Ms. Coe has served as lead analyst for consulting projects for the following law enforcement clients: Alamogordo, New Mexico Department Of Public Safety; Ardmore, Oklahoma Police Department; Boynton Beach, Florida; Colorado Springs, Colorado Police Department; Dallas, Texas Police Department; District of Columbia Metropolitan Police Department; Florida Highway Patrol; Independence, Missouri Police Department; Kansas City, Missouri Police Department; Memphis, Tennessee Police Department; Newport, Rhode Island Police Department; Ocala, Florida Police Department; Oklahoma City, Oklahoma Police Department; Phoenix, Arizona Police Department; Raleigh, North Carolina Police Department; Scottsdale, Arizona Police Department; and St. Paul, Minnesota Police Department.

Fire department Ms. Coe has served include Memphis, Tennessee; Philadelphia, Pennsylvania; Dallas, Texas; Newport, Rhode Island; Wilmington, Delaware; Hamilton, Ohio; and West Palm Beach, Florida.

Prior to joining Berkshire Advisors, Ms. Coe spent nearly 15 years working in Telcordia Technology's Quality Center.

**Education/certification.** Ms. Coe holds a B.A. degree, cum laude, from Hiram College; an M.S. degree from the University of Florida; and an M.B.A. degree from the Wharton School of the University of Pennsylvania.

Ms. Coe is certified by the American Society of Quality as a quality engineer, reliability engineer, and quality auditor.

### **Christopher E. Tatham, CEO, ETC Institute**

**Summary.** Mr. Tatham is one of the nation's leading authorities on the development of qualitative and quantitative customer satisfaction research for state and local governments. During the past ten years, he has designed and implemented customer satisfaction assessments for more than 500 governmental agencies in 41 states.

Presentations and talks given by Mr. Tatham to regional and national audiences include: "How to Increase Customer Satisfaction with Effective Communication," (American Waterworks Association Research Foundation - Washington, D.C.); "How Municipal Departments Can Implement Effective Customer Satisfaction Programs on a Limited Budget," (Government Training Institute of Kansas and Missouri); "Benchmarking Citizen Satisfaction with the Delivery of Governmental Services" (Mid America Regional Council - Kansas City, MO); "Best Practices in Community Survey Research," National Association of Counties - New Orleans). His representative project experience is briefly summarized below:

**Consulting experience.** Mr. Tatham has managed Customer Survey Research for dozens of governmental and private sector clients, including the following large governmental organizations:

- Atlanta, Georgia
- Austin, Texas
- Buffalo, New York
- Colorado Springs, Colorado
- Columbus, Ohio
- DeKalb County, Georgia
- Denver, Colorado
- Des Moines, Iowa
- Detroit, Michigan
- Dupage County, Illinois
- Durham, North Carolina
- Fairfax County, Virginia
- Fort Lauderdale, Florida
- Fort Worth, Texas
- Fulton County, Georgia
- Houston, Texas
- Kansas City, Missouri
- Las Vegas, Nevada
- Los Angeles, California
- Louisville, Kentucky
- Westchester County, New York
- Mesa, Arizona
- Miami-Dade County, Florida
- Nashville, Tennessee
- Norfolk, Virginia
- Oakland, California
- Oklahoma City, Oklahoma
- Phoenix, Arizona
- Providence, Rhode Island
- San Antonio, Texas
- San Bernardino County, California
- San Diego, California
- San Francisco, California
- St. Louis, Missouri
- St. Paul, Minnesota
- Tucson, Arizona
- U.S. Army Installation Management Agency
- U.S. National Parks Service
- Washington, D.C.
- Wayne County, Michigan

**Other experience.** Mt. Tatham developed and implemented ETC Institute's **DirectionFinder® Survey** which allows more than 200 communities across the United States to objectively assess community priorities and customer satisfaction against regional and national benchmarks for a wide range of governmental services. He also developed and implemented an ongoing internal and external organizational surveys which are used by dozens of organizations to generate performance measures to assess the progress towards achieving the strategic goals and objectives and to help set priorities for operating and capital budgets.

**Publications on customer satisfaction related issues.** Mr. Tatham has published extensively on customer satisfaction related issues. A sample of his publications include:

- 'Ten Steps To Increase Customer Loyalty.' Services, Vol. 25, No. 5 (May), 2005.
- 'Expand Your Roto Customer Base by Inspecting What You Expect.' RotoWorld, 2005, Vol 1, No. 2 (March-April).
- 'Increase Customer Loyalty in 10 Easy Steps.' HVACR Distribution Today, Winter 2004/2005
- 'Steps to Customer Loyalty.' NAHAD News, February, 2005.
- 'Inspecting What You Expect Keeps Customers Coming Back.' e-Mhoven ,
- 'Market Research: The Key to Creating Loyal Customers. Chemical Distributor, 2005, Vol. 27, No. 1 (Jan.).
- "Customer Satisfaction and the Impact of Communications," Project 2613, American Water Works Association Research Foundation, 2004.
- 'Using Market Research to Assess Customer Satisfaction.' IEC Insights, November/December, 2004, Vol. 6.

**Education.** Mr. Tatham holds a B.A. degree from Princeton University and an M.B.A. degree from Kansas State University.

**Dr. Elaine Tatham, President, ETC Institute**

**Summary.** Dr. Tatham is president and 100 percent owner of ETC Institute. Her specialties include operations research, forecasting, and system simulation for management decision-making.

**Consulting experience.** Dr. Tatham has extensive experience in designing research tools in formats that encourage respondent participation. She has managed more than 500 research projects across the United States. In addition, she has unsurpassed experience in the field of developing and applying performance measurements. She developed the data collection methodology that is used for the "report card" that is published annually by Partnership for Children, one of the Midwest's leading children's advocacy groups.

**Education.** Dr. Tatham holds a B.A. degree from Carleton College and M.A. and Ed.D. degrees from the University of Kansas,

## **VII – NON-COLLUSION AND NON-CONFLICT OF INTEREST**



**NON-COLLUSION STATEMENT**

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid."

Vendor Berkshire Advisors, Inc.

Address 24734 Lake Road, Bay Village, Ohio 44140

Phone Number 216-496-2437

Fax Number 440-892-1158

Email Address berkshire11@oh.rr.com

Bidder (Signature) *Michael H Walker*

Position with Company President

Signature of Company  
Official Authorizing This Bid \_\_\_\_\_

Company Official (Printed Name) Michael H. Walker

Official Position President

## **VIII – PROPOSAL ACCEPTANCE PERIOD**

## **VIII – PROPOSAL ACCEPTANCE PERIOD**

This proposal will be valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date of October 30, 2015.

## **IX – AUTHORIZED NEGOTIATOR**

## IX – AUTHORIZED NEGOTIATOR

Michael H. Walker is authorized to negotiate contract terms and render binding decisions on contract matters relating to this engagement. Mr. Walker's contact information follows:

Michael H. Walker  
President  
Berkshire Advisors, Inc.  
24734 Lake Road  
Bay Village, Ohio 44140  
Phone: 216-496-2437  
Fax: 440-892-1158  
E-mail: [berkshire11@oh.rr.com](mailto:berkshire11@oh.rr.com)

**X – COST PROPOSAL**

## X – COST PROPOSAL

We agree to complete this engagement to our high professional standards for fees and expenses that will not exceed \$80,800. Of this amount \$69,800 will be devoted to the management review as summarized in the following table.

Consultant	Hours	Rate	Cost
M. Walker	220	\$160	\$35,200
J. Wilson	40	\$125	\$5,000
R. Tinsley	120	\$100	\$12,000
J. Coe	120	\$100	\$12,000
Subtotal Fees	500		\$64,200
Expenses			\$5,600
Total			\$69,800

In addition, fees and expenses for the community survey will not exceed \$11,000. Please note that this survey will encompass a representative sample of Pearland residents only. Additional fees will be required to survey a representative sample of visitors to the city and will require a much more complex survey design.

## **XI – REQUIRED DOCUMENTS**

# City of Pearland Texas (City of Pearland Texas) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Julie Blackmore Buyer	Address	3519 Liberty Drive	Address	3519 Liberty Drive
Email	jblackmore@pearlandtx.gov		Suite 201		Suite 262
Phone	281 (652) 1790		Pearland, TX 77581		Pearland, TX 77581
Fax		Contact		Contact	
Bid Number	0915-63	Department		Department	
Title	Police Department Utilization and Staffing Study	Building	City Hall	Building	
			2nd Floor		
Bid Type	Request for Proposal	Floor/Room		Floor/Room	
Issue Date	10/08/2015	Telephone	281 (652) 1668	Telephone	
Close Date	10/30/2015 2:00:00 PM CT	Fax	281 (652) 1738	Fax	
Need by Date		Email	ebids@pearlandtx.gov	Email	

## Supplier Information

Company Berkshire Advisors, Inc.  
Address 24734 Lake Road  
  
Bay Village, OH 44140

Contact  
Department  
Building  
Floor/Room  
Telephone 1 (216) 496 2437  
Fax 1 (440) 892 1158  
Email  
Viewed 10/9/2015 8:04:48 AM CT

Signature 

Email berkshire11@oh.rr.com

## Supplier Notes

## Bid Notes

City of Pearland seeks proposals from consultant agencies specializing in law enforcement organizations to conduct a manpower utilization study for the Pearland Police Department.

## Bid Activities

## Bid Messages

Please review the following and respond where necessary

The undersigned affirms that they are duly authorized to execute this contract, that this RFP has not been prepared in collusion with any other firm, and that the contents of this RFP have not been communicated to any other firm prior to the official opening of this RFP.

Signed By:   
Title: President  
Typed Name: Michael H. Walker  
Company Name: Berkshire Advisors, Inc.  
Phone No.: 216-496-2437  
Fax No.: 440-892-1158  
Email: berkshire11@oh.rr.com

Bid Address: 24734 Lake Road  
P.O. Box or Street  
City, State ZIP Bay Village, Ohio 44140

Purch. Order Address: 24734 Lake Road  
P.O. Box or Street  
City, State ZIP Bay Village, Ohio 44140

Remit Address: 24734 Lake Road  
P.O. Box or Street  
City, State ZIP Bay Village, Ohio 44140

Federal Tax ID No.: 22-3047307  
Date: 10/26/15

**Agreement**

If a Contractor intends to request that the City of Pearland execute a Contractor agreement or contract form in connection with the award of this contract, said form must be submitted with the proposal for review by the City's legal counsel during the evaluation of proposals.

It shall be understood by all parties that all specifications herein shall apply to, and be construed as a binding part of, any contract awarded as a result of this RFP.

**Communication**

Prospective vendors shall communicate only with the Purchasing Division staff identified herein during the entire RFP process (from this solicitation to award). The City shall not be responsible for any verbal or non-verbal communication between a potential bidder and any other employees of the City; and such action may be cause for rejection of the



# City of Pearland

3519 Liberty Drive  
Pearland, TX 77581

**Purchasing Department**  
281.652.1790  
Fax 281.652.1738

## Contractor Insurance Requirements & Agreement

### Requirements

Contractors performing work on City property or public right-of-way for the City of Pearland shall provide the City a certificate of insurance or a copy of their insurance policy(s) evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Pearland.

Listed below are the types and amounts of insurances required. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

	TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1.	Workers' Compensation Employers' Liability	Statutory Limits \$100,000 per occurrence	City to be provided a <b>waiver of subrogation</b> and 30 day notice of cancellation or material change in coverage.
2.	Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability	Personal Injury - \$1,000,000 per person; Property Damage - \$1,000,000 per occurrence ; General Aggregate - \$1,000,000	City to be listed as <b>Additional Insured on Contractor's policy</b> and provided <b>30</b> day notice of cancellation or material change in coverage.
3.	Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit - \$1,000,000	City shall be provided 30 day notice of cancellation or material change in coverage.

Certificate of Insurance forms may be **emailed** to: Purchasing Department at [ebids@pearlandtx.gov](mailto:ebids@pearlandtx.gov). Questions regarding required insurance should be directed to Bob Pearce, City of Pearland Purchasing Officer, at [bpearce@pearlandtx.gov](mailto:bpearce@pearlandtx.gov).

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for the City, will provide a certificate of insurance, and a copy of insurance policy with the above requirements to the City. **A purchase order will not be issued without evidence of required insurance.**

### Agreement

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for the City of Pearland. I also agree to provide the City evidence of insurance coverage on any and all subcontractors performing work on the project.

Project/Bid # RFP # 0915-63

Company: Berkshire Advisors, Inc.

Printed Name: Michael H. Walker