

AGENDA

CITY OF PEARLAND ♦ CITY COUNCIL

September 9, 2013

7:30 p.m.

MAYOR
Tom Reid

Greg Hill
Mayor Pro-Tem
Position No. 5

COUNCIL MEMBERS

Tony Carbone
Position No. 1

Scott Sherman
Position No. 2



Susan Sherrouse
Position No. 3

Keith Ordeneaux
Position No. 4

Jon R. Branson
Assistant City Manager

Mike Hodge
Assistant City Manager

Bill Eisen
City Manager

Darrin Coker
City Attorney

Young Lorfing
City Secretary

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

AGENDA – OF A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, TO BE HELD ON MONDAY, SEPTEMBER 9, 2013, AT 7:30 P.M., IN THE COUNCIL CHAMBERS, CITY HALL, 3519 LIBERTY DRIVE, PEARLAND, TEXAS.

I. CALL TO ORDER

II. INVOCATION AND THE PLEDGE OF ALLEGIANCE

III. RECOGNITIONS AND AWARDS

1. Presentation Certificate of Achievement for Planning Excellence for "Recognizing a commitment to professional planning by City Administration, Elected and Appointed Officials and exemplary professional standards demonstrated by the Planning and Zoning Staff."

IV. CITIZENS

V. DOCKETED PUBLIC HEARING

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 (IX. 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 August 12, 2013, Regular Meeting, held at 7:30 p.m.
2. Minutes of the August 26, 2013, Public Hearing Meeting, held at 6:30 p.m.

B. CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2013-141– A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AWARDED A BID FOR THE CONSTRUCTION OF IRRIGATION IMPROVEMENTS ON MCHARD ROAD. *Mr. Bill Eisen, City Manager.*

C. CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2013-140 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AWARDED A BID FOR CONSTRUCTION SERVICES ASSOCIATED WITH THE NORTH MAIN ALLEY SANITARY SEWER PIPE BURSTING PROJECT. *Mr. Bill Eisen, City Manager.*

VII. MATTERS REMOVED FROM CONSENT AGENDA

VIII. NEW BUSINESS:

- 1. CONSIDERATION AND POSSIBLE ACTION – FIRST READING OF ORDINANCE NO. 1492** – AN APPROPRIATION ORDINANCE ADOPTING A REVISED BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2013 AND ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013, AND ENDING SEPTEMBER 30, 2014, AND PAY PLANS FOR FISCAL YEAR 2014. *Mr. Bill Eisen, City Manager.*
- 2. CONSIDERATION AND POSSIBLE ACTION – FIRST READING OF ORDINANCE NO. 1491** – AN ORDINANCE ADOPTING A TAX RATE OF \$0.7051 AND LEVYING TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF PEARLAND, TEXAS, AND PROVIDING FOR THE INTEREST AND SINKING FUND OF THE TAXABLE YEAR 2013. *Mr. Bill Eisen, City Manager.*
- 3. CONSIDERATION AND POSSIBLE ACTION – FIRST READING OF ORDINANCE NO. 1358-10** – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AMENDING NON-DEVELOPMENT USAGE AND SERVICE FEES ; CONTAINING A SAVINGS CLAUSE, A SEVERABILITY CLAUSE AND A REPEALER CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE. *Mr. Bill Eisen, City Manager.*
- 4. CONSIDERATION AND POSSIBLE ACTION – FIRST READING OF ORDINANCE NO. 1404-1** – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AMENDING SECTION 18-11 OF CHAPTER 18; *MUNICIPAL COURT*, OF THE CITY OF PEARLAND CODE OF ORDINANCES AS IT APPLIES TO THE JUVENILE CASE MANAGER FEE; PROVIDING A REPEALING CLAUSE, A SAVING CLAUSE AND SEVERABILITY CLAUSE AND PROVIDING FOR CODIFICATION. *Mr. Bill Eisen, City Manager.*
- 5. CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2013-139** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS REAPPOINTING DIRECTORS TO THE BOARD OF DIRECTORS OF THE PEARLAND MUNICIPAL MANAGEMENT DISTRICT NO. 1. *Mr. Darrin Coker, City Attorney.*
- 6. CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2013-142** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, CONSENTING TO ASSIGNMENT OF CERTAIN AGREEMENTS BY SHS PARTNERS LTD. TO MERITAGE HOMES, LLC. *Mr. Darrin Coker, City Attorney.*

7. **CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2013-138** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES ASSOCIATED WITH THE 2ND DRAINAGE OUTFALL DESIGN FOR MCHARD ROAD. *Mr. Bill Eisen, City Manager.*

OTHER BUSINESS:

EXECUTIVE SESSION UNDER TEXAS GOVERNMENT CODE

1. **SECTION 551.074 - PERSONNEL MATTERS:** DISCUSSION REGARDING THE CITY MANAGER'S SELECTION PROCESS. *City Council.*
2. **SECTION 551.074 – PERSONNEL MATTERS –** REGARDING APPOINTMENTS TO THE VARIOUS BOARDS AND COMMISSIONS. *Mayor Tom Reid.*

NEW BUSINESS:

8. **CONSIDERATION AND POSSIBLE ACTION –** REGARDING THE CITY MANAGER'S SELECTION PROCESS. *City Council.*
9. **CONSIDERATION AND POSSIBLE ACTION –** REGARDING APPOINTMENTS TO THE VARIOUS BOARDS AND COMMISSIONS. *City Council.*

IV. 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.

Consent Agenda Item A

CONSIDERATION AND POSSIBLE ACTION – APPROVAL OF MINUTES:

1. Minutes of the August 12, 2013, Regular Meeting, held at 7:30 p.m.
2. Minutes of the August 26, 2013, Public Hearing Meeting, held at 6:30 p.m.

MINUTES OF A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, HELD ON MONDAY, AUGUST 12, 2013, AT 7:30 P.M., IN THE COUNCIL CHAMBERS, CITY HALL, 3519 LIBERTY DRIVE, PEARLAND, TEXAS.

Mayor Reid called the meeting to order at 7:30 p.m. with the following present:

Mayor	Tom Reid
Mayor Pro-Tem	Greg Hill
Councilmember	Tony Carbone
Councilmember	Scott Sherman
Councilmember	Susan Sherrouse
Councilmember	Keith Ordeneaux
City Manager	Bill Eisen
City Attorney	Darrin Coker
City Secretary	Young Lorfing

Others in attendance: Daniel Baum EMS Operations Director; Jon Branson Assistant City Manager; Matt Buchanan President of Economic Development Corporation; Eric Wilson Public Works Director; J.C. Doyle Police Chief; Trent Epperson Director of Engineering and Capital Projects; Roland Garcia Fire Marshal; Mike Hodge Assistant City Manager; Claire Bogard Finance Director; Michelle Smith Director of Parks and Recreation; Vance Riley Director of Fire Services; Sparkle Anderson Public Affairs Manager; Harold Ellis Senior Planner; Skipper Jones Assistant Director of Capital Projects; Bob Pearce Purchasing Officer; Bobby Pennington Budget Coordinator; Kim Sinistore Executive Director of the Convention/Visitors Bureau.

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

City Manager Bill Eisen stated he has spent the last 37 years of service to cities in the great state of Texas. The last 12 years have been spent as City Manager of Pearland. They have been the most challenging and rewarding years of his career. After 37 years, the time has come to retire from the City Management profession. He stated he will be leaving his position as City Manager on December 31, 2013. He further stated he and his wife Janice are looking forward to doing the things they have wanted to do over the years but did not have time due to job related time restraints. He stated he appreciates the support City Council has given him during his tenure in Pearland. It has been an honor to serve with Council. He especially wanted to extend his thanks to a group of outstanding public servants the senior staff and employees of the City. It has been a great privilege to work with people who care deeply about public service and the citizens of Pearland. He will continue living in Pearland and look forward to seeing the City grow and prosper over the coming years.

Mayor Reid stated that Bill Eisen City Manager has been a gem in selecting a quality staff and having the vision to make Pearland a special community. He further stated Mr. Eisen has been a good example of what a City Manager should be.

RECOGNITIONS AND AWARDS: None.

CITIZENS:

Lance Foss, 1409 O'Day Road, #57, addressed Council stating it is good information knowing the need of a new Jailer because of the growth and arrest activity in Pearland. He stated he is a bicycle advocate; but it is dangerous riding a bike on Pearland streets. He did some research and found the last time the Mayor and Councilmembers received a salary increase was 2004. As a citizen he highly recommends a salary increase for the Mayor and Councilmembers for the value of their time to the City. He stated the idea of having 7 Councilmembers instead of 5 is a great idea. He further stated with 7 Councilmembers some of the things that happen by chance may happen more naturally as far as diversity of intellect and background.

Caleb Smith, 5231 Ryan Acres Drive, addressed Council stating he lives near McLean Park. He would like to request a sign to be installed asking that dogs are kept on a leash. There are small children at risk and large dogs have attacked his chicken coop because they were not on a leash. He further stated he believes there is a leash law ordinance and would like for people to be aware they are responsible for their dogs.

Neil West, 2218 Country Club Drive, addressed Council stating the City has a good looking Parkway. He stated along the site of Pearland Parkway and Broadway there is going to be a HEB, service station and car wash constructed. On the next block are the ugliest telephone and utility poles. He stated the City has a beautiful Parkway; it is not going to stay that way if the City continues to put utility poles one foot from the street.

DOCKETED PUBLIC HEARING: None.

CONSENT AGENDA:

- A. CONSIDERATION AND POSSIBLE ACTION – APPROVAL OF MINUTES:**
 - 1. Minutes of the June 10, 2013, Regular Meeting, held at 7:30 p.m.
 - 2. Minutes of the July 15, 2013, Joint Public Hearing, held at 6:30 p.m.

- B. CONSIDERATION AND POSSIBLE ACTION – EXCUSE THE ABSENCE OF COUNCILMEMBER SUSAN SHERROUSE FROM THE REGULAR COUNCIL MEETING HELD ON JULY 22, 2013.**
City Council.

- C. CONSIDERATION AND POSSIBLE ACTION – SECOND AND FINAL ORDINANCE NO. 1487 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS EXTENDING TRAFFIC RULES AND REGULATIONS TO CERTAIN PRIVATE ROADS OWNED AND MAINTAINED BY BELLAVITA PROPERTY OWNERS ASSOCIATION AND CONTAINED WITHIN THE BELLAVITA SUBDIVISION; PROVIDING FOR ENFORCEMENT; PROVIDING**

FOR PENALTIES AND FINES; PROVIDING FOR ADMINISTRATION; PROVIDING FOR CONFLICTS WITH OTHER LAWS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Bill Eisen, City Manager.

- D. CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2013-123** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AWARDED A BID FOR ROAD STRIPING SERVICES. *Mr. Bill Eisen, City Manager.*
- E. CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2013-122** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AWARDED A UNIT SUPPLY BID FOR EMPLOYEE UNIFORM RENTAL SERVICES. *Mr. Bill Eisen, City Manager.*
- F. CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2013-121** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, HEREBY DESIGNATING CERTAIN VEHICLES AS EMERGENCY VEHICLES OF THE EMERGENCY MEDICAL SERVICES DEPARTMENT OF THE CITY OF PEARLAND. *Mr. Darrin Coker, City Attorney.*

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

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

Voting “No” None.

Motion Passed 5 to 0.

MATTERS REMOVED FROM CONSENT AGENDA: None.

NEW BUSINESS:

FIRST AND ONLY READING OF ORDINANCE NO. 1488 – AN ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF PEARLAND, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2013; PRESCRIBING THE TERMS AND FORM THEREOF; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL THEREOF AND INTEREST THEREON; AWARDED THE SALE THEREOF; MAKING OTHER PROVISIONS REGARDING SUCH CERTIFICATES, INCLUDING USE OF THE PROCEEDS THEREOF, AND MATTERS INCIDENT THERETO; AND DECLARING AN EMERGENCY. *Mr. Bill Eisen, City Manager.*

Councilmember Sherman made the motion, seconded by Mayor Pro-Tem Hill, to approve Ordinance No. 1488 on its first and only reading.

City Manager Bill Eisen reported Council will consider the award of a bid for the sale of Certificates of Obligation, Series 2013 in the amount of \$2,745,000.

Frank Ildebrando with BOSC, Inc. gave a short overview of the results of the bids and made a recommendation for award.

Discussion ensued between Council and Frank Ildebrando regarding the maturity of the Certificates of Obligation.

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

Voting "No" None.

Motion Passed 5 to 0.

FIRST READING OF ORDINANCE NO. 2000CUP-66 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, APPROVING A CONDITIONAL USE PERMIT FOR CERTAIN PROPERTY, BEING 5.00 ACRES OUT OF THE G.T. & B.R.R. COMPANY SURVEY, A-304 IN BRAZORIA COUNTY, TEXAS. BEING THE SAME LAND DESCRIBED AS 5.00 ACRES IN A WARRANTY DEED FROM STEVEN C. MUTH TO HOUSTON CHINESE CHURCH, DATED JULY 5, 2007 AND RECORDED AS DOCUMENT NO. 2007039242, OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS. (LOCATED AT THE 2500 BLOCK OF MILLER RANCH RD., PEARLAND, TX) CONDITIONAL USE PERMIT APPLICATION NO. CUP 2013-05 TO ALLOW FOR A CHURCH, TEMPLE, OR PLACE OF WORSHIP IN THE SINGLE FAMILY RESIDENTIAL-1 (R-1) DISTRICT AT THE REQUEST OF RAYMOND JJ ZHUO, APPLICANT, ON BEHALF OF HOUSTON CHINESE CHURCH, OWNER, CONTAINING A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AN EFFECTIVE DATE AND OTHER PROVISIONS RELATED TO THE SUBJECT. *Mr. Mike Hodge, Assistant City Manager.*

Mayor Pro-Tem Hill made the motion, seconded by Councilmember Sherman, to approve Ordinance No. 2000CUP-66 on its first reading.

Mayor Reid read into the record the Planning and Zoning Commission's recommendation to forward to Council for approval of Application No. CUP 2013-05.

City Manager Bill Eisen reported the Planning and Zoning Commission approved with the following conditions:

- 1.) The site to be developed in accordance with the attached site plan provided by the applicant.
- 2.) Allow the flexibility for the detention to be at the front or back of the property.

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

Voting "No" None.

Motion Passed 5 to 0.

FIRST READING OF ORDINANCE NO. 2000CUP-67 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, APPROVING A CONDITIONAL USE PERMIT FOR CERTAIN PROPERTY, BEING LOTS 13, 14 AND 15, BLOCK E, PEARLAND, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF BRAZORIA COUNTY, TEXAS IN VOLUME 29, PAGE 41 OF THE DEED RECORDS, BRAZORIA COUNTY, TEXAS. (LOCATED AT 3901 PLUM ST., PEARLAND, TX) CONDITIONAL USE PERMIT APPLICATION NO. CUP 2013-06 TO ALLOW FOR AN ADULT DAYCARE IN THE OLD TOWNSITE MIXED USE (OT-MU) DISTRICT AT THE REQUEST OF RENEA SARTAIN, APPLICANT, ON BEHALF OF JAMES C. PACE, OWNER, CONTAINING A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AN EFFECTIVE DATE AND OTHER PROVISIONS RELATED TO THE SUBJECT. *Mr. Mike Hodge, Assistant City Manager.*

Councilmember Ordeneaux made the motion, seconded by Councilmember Sherman, to approve Ordinance No. 2000CUP-67 on its first reading.

Mayor Reid read into the record the Planning & Zoning Commission's recommendation to forward to Council for approval of Application No. CUP 2013-06.

City Manager Bill Eisen reported this would allow the operation of an Adult Daycare with normal hours of operation of 8:00 a.m. to 4:00 p.m.

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

Voting "No" None.

Motion Passed 5 to 0.

FIRST READING OF ORDINANCE NO. 2000M-107 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AMENDING ORDINANCE NO. 2000M, THE ZONING MAP OF THE CITY OF PEARLAND, TEXAS, FOR THE PURPOSE OF CHANGING THE CLASSIFICATION OF CERTAIN REAL PROPERTY, LOCATION BEING A TRACT OF LAND 100 FEET X 200 FEET OUT OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, OF THE H.T. & B. RAILWAY SURVEY, ABSTRACT 239, BRAZORIA COUNTY, TEXAS. (LOCATED AT 4606 WALNUT ST., PEARLAND, TX.) ZONE CHANGE 2013-12Z, A REQUEST OF ERINN BROWN, APPLICANT, AND OWNER, FOR APPROVAL OF A ZONE CHANGE FROM THE SINGLE FAMILY RESIDENTIAL – 2 (R-2) ZONE TO THE OFFICE PROFESSIONAL (OP) ZONE, PROVIDING FOR AN AMENDMENT OF THE ZONING DISTRICT MAP; CONTAINING A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AN EFFECTIVE DATE AND OTHER PROVISIONS RELATED TO THE SUBJECT. *Mr. Mike Hodge, Assistant City Manager.*

Councilmember Sherrouse made the motion, seconded by Councilmember Carbone, to approve Ordinance No. 2000M-107 on its first reading.

Mayor Reid read into the record the Planning & Zoning Commission's recommendation to forward to Council for approval of Application No. 2013-12Z.

City Manager Bill Eisen reported this zone change will allow the applicant to convert the existing single family home into office space for a law practice.

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

Voting "No" Councilmember Sherman.

Motion Passed 4 to 1.

FIRST READING OF ORDINANCE NO. 2000M-108 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AMENDING ORDINANCE NO. 2000M, THE ZONING MAP OF THE CITY OF PEARLAND, TEXAS, FOR THE PURPOSE OF CHANGING THE CLASSIFICATION OF CERTAIN REAL PROPERTY, LOCATION BEING 2.00 ACRES OF LAND SITUATED IN THE C.J. HALL SURVEY, ABSTRACT NO. 215, IN BRAZORIA COUNTY, TEXAS; BEING A PART OF THAT SAME TRACT OF LAND DESIGNATED AS TRACT 8 AND DESCRIBED IN THE DEED OF LENNAR HOMES OF TEXAS, INC. RECORDED IN BRAZORIA COUNTY CLERKS FILE NO. 94-009151, OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS. (LOCATED AT THE NORTHWEST CORNER OF MCHARD RD. AND CULLEN BLVD., PEARLAND, TX) ZONE CHANGE 2013-13Z, A REQUEST OF KEITH SCHOONOVER OF LENNAR HOMES, APPLICANT FOR LENNAR HOMES OF TEXAS, INC., OWNER, FOR APPROVAL OF A ZONE CHANGE FROM THE SINGLE FAMILY RESIDENTIAL - 3 (R-3) ZONE TO THE GENERAL BUSINESS (GB) ZONE, PROVIDING FOR AN AMENDMENT OF THE ZONING DISTRICT MAP; CONTAINING A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AN EFFECTIVE DATE AND OTHER PROVISIONS RELATED TO THE SUBJECT. *Mr. Mike Hodge, Assistant City Manager.*

Councilmember Carbone made the motion, seconded by Councilmember Ordeneaux, to approve Ordinance No. 2000M-108 on its first reading.

Mayor Reid read into the record the Planning & Zoning Commission's recommendation to forward to Council for approval of Application No. 2013-13Z.

City Manager Bill Eisen reported this will allow the applicant to market and sell the property for future commercial use.

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

Voting "No" Councilmember Sherman.

Motion Passed 4 to 1.

FIRST READING OF ORDINANCE NO. 1489 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, APPROVING THE ANNEXATION BY BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 28 OF 33.765 ACRES OF LAND. *Mr. Darrin Coker, City Attorney.*

Councilmember Sherman made the motion, seconded by Councilmember Carbone, to approve Ordinance No. 1489 on its first reading.

City Manager Bill Eisen reported the Municipal Utility District 28 is within the extraterritorial jurisdiction of the city. In order for an extraterritorial jurisdiction mud district to annex additional property into its boundaries City Council approval is required.

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

Voting "No" None.

Motion Passed 5 to 0.

COUNCIL ACTION – RESOLUTION NO. R2013-120 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AUTHORIZING AN ADVANCED FUNDING AGREEMENT WITH THE STATE OF TEXAS FOR THE MCHARD ROAD PROJECT. *Mr. Bill Eisen, City Manager.*

Mayor Pro-Tem Hill made the motion, seconded by Councilmember Sherman, to approve Resolution No. R2013-120.

City Manager Bill Eisen reported Council is being asked to enter into an Advanced Funding Agreement with the Texas Department of Transportation for the McHard Road project in the amount of \$8,231,132.80.

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

Voting "No" None.

Motion Passed 5 to 0.

COUNCIL ACTION – RESOLUTION NO. R2013-119 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AUTHORIZING A CONTRACT FOR ENGINEERING SERVICES ASSOCIATED WITH THE FITE ROAD PROJECT. *Mr. Bill Eisen, City Manager.*

Councilmember Ordeneaux made the motion, seconded by Councilmember Sherman, to approve Resolution No. R2013-119.

City Manager Bill Eisen reported Council is being asked for approval to award a contract for design engineering services to Cobb Fendley & Associates for the Fite Road project in the amount of \$513,566.18.

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

Voting "No" None.

Motion Passed 5 to 0.

FIRST READING OF ORDINANCE NO. 1486 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AMENDING CHAPTER 14, *JUNK AND JUNK DEALERS*, TO ADOPT A NEW ARTICLE V, *CRAFTED PRECIOUS METALS DEALERS*, OF THE CITY OF PEARLAND CODE OF ORDINANCES; PROVIDING A PENALTY FOR VIOLATION; HAVING A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND A REPEALER CLAUSE; PROVIDING FOR PUBLICATION, CODIFICATION, AND AN EFFECTIVE DATE. *Mr. Darrin Coker, City Attorney.*

Councilmember Sherrouse made the motion, seconded by Councilmember Sherman, to approve Ordinance No.1486 on its first reading.

City Attorney Darrin Coker reported the purpose of the ordinance is to regulate and track the sale and purchase of crafted precious metals. The increase in gold and silver prices has led to an increase in thefts and the number of dealers who buy and sell crafted precious metals. The ordinance will allow law enforcement agencies to monitor the movement of stolen property.

Discussion ensued between Council and City Attorney Darrin Coker regarding current regulations on these types of businesses.

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

Voting “No” None.

Motion Passed 5 to 0.

COUNCIL ACTION – RESOLUTION NO. R2013-125 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS PLACING ON THE AGENDAS OF SEPTEMBER 9, 2013 AND SEPTEMBER 23, 2013 CITY COUNCIL MEETINGS, CONSIDERATION OF THE PROPOSED FISCAL YEAR 2013-2014 TAX RATE. *Mr. Bill Eisen, City Manager.*

Councilmember Carbone made the motion, seconded by Mayor Pro-Tem Hill, to approve Resolution No. R2013-125.

City Manager Bill Eisen reported Council is being asked to approve the setting and placing on the agendas of September 9, 2013 and September 23, 2013 the ordinance to adopt the 2013 tax rate.

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

Voting “No” None.

Motion Passed 5 to 0.

COUNCIL ACTION – RESOLUTION NO. R2013-124 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, PLACING ON THE AGENDAS OF SEPTEMBER 9, 2013 AND SEPTEMBER 23, 2013 CITY COUNCIL MEETINGS, CONSIDERATION OF THE PROPOSED FISCAL YEAR 2013-2014 BUDGET AND SETTING THE PUBLIC HEARING ON THE BUDGET. *Mr. Bill Eisen, City Manager.*

Councilmember Sherman made the motion, seconded by Councilmember Carbone, to approve Resolution No. R2013-124.

City Manager Bill Eisen reported Council is being asked to approve the setting and placing on the agenda of August 26, 2013 the public hearing on the proposed fiscal year 2013-2014 budget and setting and placing on the agendas of September 9, 2013 and September 23, 2013 adopting of the fiscal year 2013-2014 budget.

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

Voting “No” None.

Motion Passed 5 to 0.

FIRST READING OF ORDINANCE NO. 1490 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, APPROVING THE ANNEXATION OF APPROXIMATELY 10.400 ACRES BY BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 22. *Mr. Darrin Coker, City Attorney.*

Mayor Pro-Tem Hill made the motion, seconded by Councilmember Carbone, to approve Ordinance No.1490 on its first reading.

City Attorney Darrin Coker reported the petition seeks to add 10.4 acres into the boundaries of Brazoria County Municipal Utility District No. 22, which is generally located in the extreme southwestern portion of the City’s extraterritorial jurisdiction. The City Council has conducted 2 workshops to discuss the request, which includes plans to construct a multi-family development with approximately 120 units.

Mayor Reid stated this is an area that needs some economic stimulation and believes this would be a positive type of development.

Councilmember Sherman stated he cannot support this. The citizens are outraged when there is talk of building more apartments in the City. There is zero appetite from the citizens on the east and west side of town for apartment units being constructed in Pearland.

Councilmember Sherrouse stated the three complaints she hears from Pearland Citizens are; traffic, apartments, and strip centers. She stated while these citizens are in the extraterritorial jurisdiction and they can not vote for or against her; they are her neighbors. She stated she cannot support this.

Councilmember Ordeneaux stated he has heard from citizens that Pearland has more apartments than what they want to have. He stated he has great concern on what Manvel and surrounding areas are going to allow to be built and Pearland has no control over. He stated he will not be able to support this.

Councilmember Carbone stated he agrees from the citizen's side; we do not want more apartments. He stated there is 40 acres in that area that could be developed with 3 or 400 units. He would rather see the cap placed on 120 units, built to city code, and \$100,000 park dedication fee going to the City's Parks and Recreation Department than to vote against it.

Mayor Pro-Tem Hill stated he agrees with Councilmember Carbone. After looking at the presentation he agrees it is better to have control of 120 units and the Parks and Recreation Department receive the \$100,000 park dedication fee. He stated this is a difficult position for the Councilmembers because of the agreement that was made by past Councilmembers in respect to the number of apartments that can be built west of Interstate 288.

Chris Applequist, Miller-Valentine Group, addressed Council stating there have been some changes regarding some of the concerns Council had. There will be a restriction on the number of apartments in Municipal Utility District 21 and Municipal Utility District 22. He stated there is going to be \$100,000 park dedication fee which is above what the City recommends. This development is going to exceed all the City criteria. The Miller-Valentine Group is one of the top ten management groups in the United States.

Mayor Reid stated this is 8 miles south of the City, outside the City limits. A person does not need the City's permission to build in this area. If a person wants to be a part of the Municipal Utility District one has to seek permission by City Council. He stated it is a challenge because that area is going to be developed one way or the other. He would like to see it developed the right way.

Councilmember Sherman stated he understands Councilmember Ordeneaux's frustration because he is equally frustrated. A month ago he asked for a list of members of the Board of Directors of Municipal Utility District 21 and Municipal Utility District 22. Council was told in the initial workshop the Municipal Utility Districts supported this development. Council never received the list of members. It would have been nice to see when Council is told MUD boards are supportive of a development whether they are actual residents on those boards or are they development driven.

Chris Applequist stated the Miller-Valentine Group has tried many times to get the list of members of the Board of Directors through the Municipal Utility District Attorney and was told he is out of the office. He further stated he will get the list of members and a list of support from the Lakes of Savannah for Council. He stated if it is possible to table this motion he will get this information to Council.

Voting "Aye" Councilmembers Carbone, and Hill.

Voting "No" Councilmembers Sherman, Ordeneaux, and Sherrouse.

Motion Failed 3 to 2.

COUNCIL ACTION – RESOLUTION NO. R2013-126 – 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 ASSOCIATED WITH PROPOSED DEVELOPMENT IN BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 22. *Mr. Darrin Coker, City Attorney.*

Councilmember Ordeneaux made the motion, seconded by Councilmember Carbone, to approve Resolution No. R2013-126.

Voting "Aye" Councilmembers Carbone, and Hill.

Voting "No" Councilmembers Sherman, Ordeneaux, and Sherrouse.

Motion Failed 3 to 2.

Mayor Reid called for a recess at 9:02 p.m. to complete the second portion of the Workshop.

Mayor Reid called the meeting back to order at 11:08 p.m.

OTHER BUSINESS:

Council adjourned into Executive Session under Texas Government Code at 11:09 p.m. to discuss the following:

EXECUTIVE SESSION UNDER TEXAS GOVERNMENT CODE

1. **SECTION 551.072 – CONSULTATION WITH CITY ATTORNEY**
– REGARDING THE SALE, LEASE, PURCHASE, OR EXCHANGE OF REAL PROPERTY. *Mr. Darrin Coker, City Attorney.*
2. **SECTION 551.087 – CONSULTATION WITH CITY ATTORNEY**
– REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS. *Mr. Bill Eisen, City Manager.*

NEW BUSINESS:

Council returned from Executive Session at 11:37 p.m.

CONSIDERATION AND POSSIBLE ACTION – REGARDING THE SALE, LEASE, PURCHASE, OR EXCHANGE OF REAL PROPERTY. *Mr. Darrin Coker, City Attorney.*

Councilmember Sherman made the motion, seconded by Councilmember Carbone to authorize Staff to proceed with the acquisition of properties along Bailey Road as discussed in Executive Session.

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

Voting “No” None.

Motion Passed 5 to 0.

CONSIDERATION AND POSSIBLE ACTION – REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS. *Mr. Bill Eisen, City Manager.*

No Council action taken.

ADJOURNMENT

Meeting was adjourned at 11:38 p.m.

Minutes approved as submitted and/or corrected this the ____ day of _____, A.D., 2013.

Tom Reid
Mayor

ATTEST:

Young Lorfing, TRMC
City Secretary

MINUTES OF A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, HELD ON MONDAY, AUGUST 26, 2013, AT 6:30 P.M. IN THE COUNCIL CHAMBERS, CITY HALL, 3519 LIBERTY DRIVE, PEARLAND, TEXAS.

Mayor Reid called the meeting to order at 6:39 p.m. with the following present:

Mayor	Tom Reid
Mayor Pro-Tem	Greg Hill
Councilmember	Tony Carbone
Councilmember	Scott Sherman
Councilmember	Keith Ordeneaux
Councilmember	Susan Sherrouse
City Manager	Bill Eisen
City Attorney	Darrin Coker
City Secretary	Young Lorfing

Others in attendance: Daniel Baum EMS Operations Director; Jon Branson Assistant City Manager; Matt Buchanan President of Economic Development Corporation; Eric Wilson Public Works Director; J.C. Doyle Police Chief; Trent Epperson Director of Engineering and Capital Projects; Bonita J. Hall Director of Human Resource and Safety Management; Mike Hodge Assistant City Manager; Lata Krishnarao Director of Community Development; Claire Bogard Director of Finance; Michelle Smith Director of Parks and Recreation; Vance Riley Director of Fire Services; Sparkle Anderson Public Affairs Manager; Rick Overgaard Assistant Finance Director; Bob Pearce Purchasing Officer; Johnny Spires Assistant Police Chief; Kim Sinistore Executive Director of the Convention/Visitors Bureau.

PURPOSE OF HEARING – TO CONSIDER PUBLIC COMMENT AND TESTIMONY REGARDING THE PROPOSED FISCAL YEAR 2013-2014 BUDGET. *Mr. Bill Eisen, City Manager.*

STAFF REVIEW OF THE PROPOSED PUBLIC COMMENT AND TESTIMONY REGARDING THE PROPOSED FISCAL YEAR 2013-2014 BUDGET. *Mr. Bill Eisen, City Manager.*

Bill Eisen City Manager presented an overview on the proposed Fiscal Year 2013-2014 Budget.

CITIZEN COMMENTS:

Charles McMurrey, 5209 Spring Branch Drive, addressed Council stating he was impressed with the information regarding the sidewalk/roadway rehabilitation and Replacement Program. He stated Pearland roads are being built at a high standard. He further stated he feels the City does not do a very good job maintaining the roads. Mr. McMurrey stated the City also needs to look at the tax rate and do the right thing for Public Works and the infrastructure.

COUNCIL/STAFF DISCUSSION:

Councilmember Sherrouse asked if the City was able to fund the Police Mobil Command Unit and if the City could later apply for a grant to be reimbursed?

Bill Eisen City Manager stated the City cannot spend money and apply for a grant after the fact. Unfortunately, almost all grants are that way.

Councilmember Sherrouse stated a few weeks ago it was brought to Council's attention that it is perceived to be difficult to do business in Pearland. She stated she received a call regarding the staffing level in the Permits Department. She further stated with the growth of the City the Permit Department is working hard and they are stretched very tight. She stated she would like to know some comparison to other Cities; comparable to the same size as Pearland as how many employees are in their Permits Department. With the extreme growth of the City she is concerned that the Permit Department is short staffed.

Bill Eisen City Manager stated mid way through last year staff was hired for the Permit Department because of the extreme growth of the City. One good thing in the Permit Department is, when activity increases revenue also increases. That is one of the departments the City is able to provide staff, if needed midway through the year.

ADJOURNMENT

Meeting was adjourned at 7:12 p.m.

Minutes approved as submitted and/or corrected this the ____ day of _____, A.D., 2013.

Tom Reid
Mayor

ATTEST:

Young Lorfing, TRMC
City Secretary

Consent Agenda Item B

- B. CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2013-141**– A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AWARDED A BID FOR THE CONSTRUCTION OF IRRIGATION IMPROVEMENTS ON MCHARD ROAD. *Mr. Bill Eisen, City Manager.*

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

AGENDA OF: September 9, 2013	ITEM NO.: Resolution No. R2013-141
DATE SUBMITTED: August 28, 2013	DEPT. OF ORIGIN: Projects
PREPARED BY: Trent Epperson	PRESENTOR: Bill Eisen
REVIEWED BY: Mike Hodge	REVIEW DATE: August 29, 2013
SUBJECT: Award of Contract for Irrigation Improvements on McHard Road	
EXHIBITS: R2013-141; A – 1613-56 Bid Tab	
FUNDING: <input type="checkbox"/> Grant <input type="checkbox"/> Developer/Other <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Bonds To Be Sold <input type="checkbox"/> Bonds- Sold <input type="checkbox"/> L/P – Sold <input type="checkbox"/> L/P – To Be Sold	
EXPENDITURE REQUIRED: \$90,615.00 AMOUNT BUDGETED: \$72,920 AMOUNT AVAILABLE: \$72,920.00 PROJECT NO.: BC4002 ACCOUNT NO.: 010-3570-553-04-00 ADDITIONAL APPROPRIATION REQUIRED: ACCOUNT NO.: PROJECT NO.:	
To be completed by Department: <input checked="" type="checkbox"/> Finance <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution	

EXECUTIVE SUMMARY

BACKGROUND

In January, 2013, the City completed annexation of the Brazoria county MUD 4 District consisting of the subdivisions, The Lakes of Country Place and Country Place. At the time of annexation a small number of capital projects were either on-going or planned with funding coming from the MUD's fund balances. The City agreed to carry out these projects funding them from funds that were transferred to the City during the annexation process. The Irrigation Improvements on McHard Road was a one of these projects that was assumed by the City just after the MUD accepted bids. The initial plans that the MUD bid were not reviewed by the City. When staff reviewed the plans, it was discovered that the designer had not used the record drawings for the existing irrigation system and what they designed was missing a major distribution line for the extension of the system. In addition, the specifications used by the MUD did not match the City's standard specifications for irrigation system, which provides consistency in materials and operations across the City. We subsequently cancelled the contract to revise the plans and re-bid the construction. The irrigation plans were re-drawn to comply with current City irrigation requirements and were reviewed and approved by City personnel before bidding occurred.

SCOPE OF CONTRACT/AGREEMENT

The project work consists of furnishing and installing an automatic irrigation system within the median of McHard Road between the eastern side of Country Place Boulevard and the drainage ditch approximately 3000 feet to the east.

The scope of work includes furnishing and installing of 2-way communication wiring, decoders and connection for remote control valves, trenching, backfilling, seeding, testing, and any required erosion control measures, to produce a fully functional irrigation system meeting City specifications and operating requirements.

Upon initial discussions with the low bidder it was determined that the irrigation system would function effectively without the need for pressurizing pumps and associated electrical equipment. Consequently, this material was removed from the scope of work and the main supply line was re-sized from a 2 inch to 3 inch pipe to account for adequate supply flow and pressure to meet coverage requirements. This change in the scope of work will lower O & M costs, provide cost savings with the installation and provide the City with an effective irrigation system. Staff has worked with the low bidder to revise the irrigation plans and equipment requirements and have developed a deductive Change Order, which will be executed after the award of the contract.

BID AND AWARD

The project was advertised July 17th and 24th of 2013 and bids were opened August 1st, 2013 via the E-Bid system. Two contractors bids came in, one at \$90,615.00 and \$115,000.00, with Hydrozone Landscape Corporation being the low bidder. The project was bid as a "Lump Sum" contract so that the system would be complete and functional without listing each piece of equipment or item of work. During discussions with the contractor a schedule of values was created to enable progress payments in the event of an award. This schedule of values was then used to determine the value of the equipment, material and work that is to be removed from the contract by the Change Order. Change Order #1 will reduce the contract by \$17,695.75 to \$72,919.25.

Hydrozone landscape Corporation is located in Baytown, Texas. This will be the first project with the City of Pearland where in Hydrozone is the general contractor. Therefore reference checks were completed by staff and responses received were favorable regarding Hydrozones' work ethic, quality and dependability.

SCHEDULE

A Pre-Construction conference will be held within ten days following award of the contract and a Notice to Proceed will be issued at that time to begin work within ten days. The overall project is scheduled to be substantially completed within thirty (30) days from notice to proceed date. The Project is to be completed and ready for final payment within Forty-five (45) days from the date when the Contract time commences.

POLICY/GOAL CONSIDERATION

Comply with City's obligations and commitments made during the annexation process and to address comply with and meet major thoroughfare landscaping objectives.

CURRENT AND FUTURE CIP FUNDING /FINANCIAL IMPACTS/DEBT SERVICE

Funding for this project was obtained in funds transferred from the MUD to the City upon annexation. Funding for this project is currently available for construction during 2014. Although the final construction costs are more than what was originally anticipated for the work adequate funding is available in the account created from the MUD transfer and the MUD liaison committee is in concurrence with the use of those funds for this project.

Year	To Date	2014	2015	2016	2017	Total
Budget		\$ 73,000				\$ 73,000
Prior Expenditures						
PER						-
Land/ROW						-
Design/Survey						-
Construction						-
FF&E						-
Current Request						
Construction		72,919				72,919
Future Expenditures						
PER						-
Land/ROW						-
Design/Survey						-
Construction						-
FF&E						-
Total Expenditures	\$ -	\$ 72,919	\$ -	\$ -	\$ -	\$ 72,919
Remaining Balance	\$ -	\$ 81	\$ 81	\$ 81	\$ 81	\$ 81

Debt Sold						
Debt to Be Sold						
Annual Debt Service						

O&M IMPACT INFORMATION

Year	2013	2014	2015	2016	2017
Operation and Maintenance Costs	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000

RECOMMENDED ACTION

Staff recommends that Council approve the Bid Results and Award the Contract for Irrigation Improvements on McHard Road in the amount of \$90,615.00 to Hydrozone Landscape Corporation and authorize the City Manager to execute the contract on behalf of the City.

RESOLUTION NO. R2013-141

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND,
TEXAS, AWARDED A BID FOR THE CONSTRUCTION OF IRRIGATION
IMPROVEMENTS ON MCHARD ROAD.**

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

Section 1. That the City recently opened bids for the construction of irrigation improvements on McHard Road, and such bids were reviewed and tabulated.

Section 2. That the City Council hereby awards a bid the Hydrozone Landscape Corporation, in the amount of \$90,615.00.

Section 3. The City Manager or his designee is hereby authorized to execute a contract for the construction of irrigation improvements on McHard Road.

PASSED, APPROVED and ADOPTED this the _____ day of _____,
A.D., 2013.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

Bid # 0613-56 - Irrigation Improvement on McHard Road

Specification Responses

Hydrozone Landscape Corporation

Gulf Coast Landscape Services, Inc.

Line	Description	UOM	QTY	Unit	Extended	Unit	Extended
1	Mobilization: Not to exceed 3% of total bid amount	LS	1	\$2,640.00	\$2,640.00	\$3,400.00	\$3,400.00
	McHard Road Irrigation: Supply and Installation of the						
	McHard Road Irrigation System per plans and specifications						
2	for the Lump sum price of	LS	1	\$87,975.00	\$87,975.00	\$111,600.00	\$111,600.00
				Total		\$90,615.00	\$115,000.00

Consent Agenda Item C

- C. CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2013-140** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AWARDING A BID FOR CONSTRUCTION SERVICES ASSOCIATED WITH THE NORTH MAIN ALLEY SANITARY SEWER PIPE BURSTING PROJECT. *Mr. Bill Eisen, City Manager.*

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

AGENDA OF: September 9, 2013	ITEM NO.: Resolution No. R2013-140
DATE SUBMITTED: August 27, 2013	DEPT. OF ORIGIN: Engineering & Projects
PREPARED BY: Trent Epperson	PRESENTOR: Bill Eisen
REVIEWED BY: Mike Hodge	REVIEW DATE: August 29, 2013
SUBJECT: Award Contract for Construction for N Main Alley Sanitary Sewer Pipe Bursting (From Orange St to Jasmine St)	
EXHIBITS: R2013-140 A – Bid Tab	
FUNDING: <input type="checkbox"/> Grant <input type="checkbox"/> Developer/Other <input type="checkbox"/> Cash <input type="checkbox"/> Bonds To Be Sold <input checked="" type="checkbox"/> Bonds- Sold <input type="checkbox"/> L/P – Sold <input type="checkbox"/> L/P – To Be Sold	
EXPENDITURE REQUIRED: \$112,860 AMOUNT BUDGETED: \$116,000 AMOUNT AVAILABLE: \$845,485.00 PROJECT NO.: WW0805 ACCOUNT NO.: 0064-0000-565-03-00 ADDITIONAL APPROPRIATION REQUIRED: ACCOUNT NO.: PROJECT NO.:	
To be completed by Department: X Finance X Legal Ordinance X Resolution	

EXECUTIVE SUMMARY

BACKGROUND

This is an in-house design project produced by the City's Engineering staff in conjunction with Public Works staff. The purpose of the project is to reduce Inflow and Infiltration into the older segments of the City's sanitary sewer infrastructure in the Old Town area. Pipe bursting was chosen as the least disruptive and most cost effective method of sewer rehabilitation for this situation.

SCOPE OF CONTRACT/AGREEMENT

The project will include rehabilitation of two sanitary sewer manhole, construction of one new sanitary sewer manhole along with reconnection of sanitary sewer service leads to existing

system, traffic control during construction and all other works required to complete the sanitary sewer pipe bursting.

Specifically, the project includes one thousand two hundred eighty (1,280) linear feet of sanitary sewer rehabilitation via method of pipe bursting. The project limit is from Orange Street to Jasmine Street located approximately 200 feet east of SH 35 in the alley way. The project consists of rehabilitating approximately 630 linear feet of 8" diameter sanitary sewer from Orange Street to Plum Street and approximately 650 linear feet of existing 6" diameter sanitary sewer to 8" sanitary sewer from Plum Street to Jasmine Street. In total, the construction scope includes rehabilitation of approximately 1,280 linear feet sanitary sewer via method of pipe bursting.

BID AND AWARD

The project was advertised on August 1st, and August 8th of 2013 and bids were opened on August 20th 30, 2013, via the E-Bid system. Four construction firms bid the project with bids ranging from of \$112,860.00 to \$286,185.50. The low bid of \$112,860.00, submitted by T Construction LLC, and was approximately 3% below the City Engineer's estimated construction cost.

Funding for the project came from State Revolving Fund (SRF) dedicated for the project WW0805 for I&I work. The Project Bid consists of seven Base Bid "unit price" items constituting the known and described work of the project totaling \$84,680.00. There are three Extra Work "unit price" items to cover the potential for unknown conditions, which totaled \$28,180 in T Construction's bid. These items are paid on an "authorization only" basis and will not be used unless required and authorized.

T Construction's office is located in Houston, Texas. This will be their first construction project with the City of Pearland. T Construction has done pipe bursting for various public entities in the recent past which includes the City of Houston, the City of Rosenberg, the City of Gregory, HC WCID No 21 etc. The bid was conducted by the City Staff without the assistance of an outside engineer. Therefore, reference checks were completed by the City staff and responses received were favorable in performing similar type of jobs on time with the required quality.

SCHEDULE

A Pre-Construction conference will be held within ten days following award of the contract and a Notice to Proceed (NTP) will be issued at that time to begin work within ten days. The overall project is scheduled to be substantially completed in twenty calendar (20) days from notice to proceed with final completion in thirty calendar (30) days from NTP.

POLICY/GOAL CONSIDERATION

Completion of sanitary sewer pipe bursting will ensure the proper functioning of sanitary sewer thereby reducing potential to contaminate the land in the vicinity of the sanitary sewer and providing better service to the residents.

CURRENT AND FUTURE CIP FUNDING /FINANCIAL IMPACTS/DEBT SERVICE

Year	To Date	2014	2015	2016	2017	Total
Budget	\$ 116,000					\$ 116,000
Prior Expenditures						
PER						-
Land/ROW						-
Design/Survey						-
Construction						-
FF&E						-
Current Request						
Construction						-
Future Expenditures						
PER						-
Land/ROW						-
Design/Survey						-
Construction	112,860					112,860
FF&E						-
Total Expenditures	\$ 112,860	\$ -	\$ -	\$ -	\$ -	\$ 112,860
Remaining Balance	\$ 3,140	\$ 3,140	\$ 3,140	\$ 3,140	\$ 3,140	\$ 3,140

Debt Sold						
Debt to Be Sold						
Annual Debt Service	7,336	7,336	7,336	7,336	7,336	

O&M IMPACT INFORMATION

Year	2013	2014	2015	2016	2017
Operation and Maintenance Costs					

RECOMMENDED ACTION

Staff recommends Council to Award the Contract for Construction in the amount of \$112,860.00 to T Construction, LLC, and authorize the City Manager to execute the contract.

RESOLUTION NO. R2013-140

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND,
TEXAS, AWARDED A BID FOR CONSTRUCTION SERVICES
ASSOCIATED WITH THE NORTH MAIN ALLEY SANITARY SEWER PIPE
BURSTING PROJECT.**

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

Section 1. That the City opened bids for construction services associated with the North Main Alley Sanitary Sewer Pipe Bursting Project, and such bids have been reviewed and tabulated.

Section 2. That the City Council hereby awards the bid to T Construction, LLC, in the amount of \$112,860.00.

Section 3. The City Manager or his designee is hereby authorized to execute a contract for construction services associated with the North Main Alley Sanitary Sewer Pipe Bursting Project.

PASSED, APPROVED and ADOPTED this the _____ day of _____,
A.D., 2013.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

Bid Request Number 0413-48 Addendum 3

N. Main Sanitary Sewer Pipe Bursting

Specification Responses

						T CONSTRUCTION LLC	PM Construction & Rehab, LLC	Reliance Construction Services	Horseshoe Construction Inc
Line	Description	Mfgr	MfgNo	UOM	QTY	Extended	Extended	Extended	Extended
1	Mobilization @ 3% (Spec 1505)			LS	1	\$4,000.00	\$4,400.00	\$4,000.00	\$8,335.50
2	Traffic Control & Regulation (Spec 1555)			LS	1	\$3,000.00	\$350.00	\$1,000.00	\$2,500.00
3	Pipe Burst Existing 6" to Proposed 8" with 8.625" O.D. Sanitary Sewer(Spec 2530 & 2571)			LF	630	\$23,940.00	\$30,870.00	\$54,810.00	\$94,500.00
4	Pipe Burst Existing 8" to Proposed 8" with 8.625" O.D. Sanitary Sewer(Spec 2530 & 2571)			LF	650	\$24,700.00	\$31,850.00	\$56,550.00	\$97,500.00
5	4" Sanitary Sewer Service Stubs or Service Re-Connection (with/without stack) Complete in place (Spec 2531)			EA	27	\$19,440.00	\$27,000.00	\$22,950.00	\$40,500.00
6	Rehabilitation of Manhole (Spec 2529)			EA	2	\$4,800.00	\$14,000.00	\$1,500.00	\$6,000.00
7	Concrete Manhole (including control of ground water)(Spec 2542)			EA	1	\$4,800.00	\$10,000.00	\$4,000.00	\$8,000.00
8	Extra Depth San. Sewer MH Rehabilitation (Spec 2543) To be done where authorized by Engineer in quantities to be authorized. Contractor shall provide unit price only for this section			VF	4	\$480.00	\$2,000.00	\$400.00	\$600.00
9	Extra Length of 4" Service Lateral(Spec 2531) To be done where authorized by Engineer in quantities to be authorized. Contractor shall provide unit price only for this section			LF	250	\$6,250.00	\$5,000.00	\$2,500.00	\$8,750.00
10	Sawcut, remove and replace concrete slab			SY	195	\$21,450.00	\$24,375.00	\$18,720.00	\$19,500.00
Total						\$112,860.00	\$149,845.00	\$166,430.00	\$286,185.50

New Business Item No. 1

1. **CONSIDERATION AND POSSIBLE ACTION – FIRST READING OF ORDINANCE NO. 1492 – AN APPROPRIATION ORDINANCE ADOPTING A REVISED BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2013 AND ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013, AND ENDING SEPTEMBER 30, 2014, AND PAY PLANS FOR FISCAL YEAR 2014. *Mr. Bill Eisen, City Manager.***

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

AGENDA OF: 9/09/2013	ITEM NO.: Ordinance No. 1492
DATE SUBMITTED: 8/27/2013	DEPARTMENT OF ORIGIN: Finance
PREPARED BY: Claire Bogard	PRESENTOR: Bill Eisen
REVIEWED BY: Bill Eisen	REVIEW DATE: 9/3/13
SUBJECT: Adoption of a Revised Budget for Fiscal Year 2012-2013; Adoption of a Budget for Fiscal Year 2013-2014; Adoption of Pay Plans	
EXHIBITS: Ordinance No. 1492 Exhibit A Revised 2013 Budget, Exhibit B Adopted 2014 Budget Exhibit C Pay Plans (attachment) FY2013 and FY2014 Final Budget Changes (attachment)	
EXPENDITURE REQUIRED: N/A	AMOUNT BUDGETED: N/A
AMOUNT AVAILABLE: N/A	PROJECT NO.: N/A
ACCOUNT NO.: N/A	
ADDITIONAL APPROPRIATION REQUIRED: N/A	
ACCOUNT NO.: N/A	
PROJECT NO.: N/A	
To be completed by Department:	
<input checked="" type="checkbox"/> Finance	<input checked="" type="checkbox"/> Legal <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

EXECUTIVE SUMMARY

BACKGROUND

The City has reviewed the fiscal year 2013-2014 budget with City Council through a series of budget workshops and held a public hearing on the budget. The operating budget for fiscal year 2013-2014 totals \$147,815,058 and the capital improvement program (CIP) totals \$61,577,277, including transfers. The capital improvement program is year one of the five-year CIP and this will appropriate funds for anticipated 2014 spending. The operating budget is for one year, capital improvements are for project length.

Pursuant to City Charter, Section 8.10, the budget shall be adopted no later than the last regularly scheduled council meeting in September. The second and final reading of the ordinance will be on September 23, 2013.

Also for Council consideration is the adoption of a revised budget for the 2012-2013 fiscal year. The revised budget is based on revenue and expenditure projections for the year. Adopting a revised budget more accurately reflects the City's financial position, as well as preserves a fund balance that was used in the preparation of the 2013-2014 operating budget. The revised budget also includes the Capital Improvement Funds and changes from the adopted budget include carryover of funding of projects that were still in progress as well as identified savings.

The proposed pay plans for the 2014 fiscal year for all civil service and all civilian positions are being presented for your consideration and adoption. Public Safety departments have individual pay plans; Police as they are Civil Service; and Fire and EMS because they work a different number of hours per pay period. The Pay Plans include changes that came out of the compensation and market study just concluded.

FINANCIAL INFORMATION

The budget as proposed incorporating an unchanged property tax rate of \$0.7051 per \$100 valuation, funds basic services, provides for growth and development and funds select capital requests.

The budget as filed and proposed totals \$62.9 million. Subsequent changes to the budget after budget workshops with City Council include \$106,184 for employee changes from Exempt to Non-Exempt, \$86,763 reduction in projected medical premiums, from Option B to Option A, and \$83,520 to increase 3 Police Officers to a full 12 months. Revenue increases include \$50,000 relating to adjusting platting fee, building site work permit, ambulance permit, Fire/EMS SPA, Parks Swimming Pool and Engineering Inspection Fee. In addition, the proposed increase in employee health insurance increase was reduced from an increase of 8.1% to 5.6% due to the most current option plans and anticipated claims for FY14 that was presented to Council. A final adjustment of \$300,000 in non-recurring cost was requested by Council for a study to evaluate existing streets/sidewalks needed for replacement or improvement.

The budget for General Government includes \$1,957,337 needed to implement the results of the employee compensation study, a full year funding of the West Side Library, the addition of a Buyer and Systems Administrator. The budget for Public Safety includes the addition of the 5th ambulance and associated staffing, a fire truck, three additional police officers and one jailer. Public Works budget includes additional equipment and capital improvements for Traffic Management, including intersection upgrades, a flashing left turn arrow program, traffic signal timers, school flasher replacements, street lights, and the purchase of a sign lift truck and platform. The budget for Parks & Recreation includes Skatepark design services, materials and services for the new Max Road Sportsplex scheduled to open April 2014, and a Mud Run event during the annual Crawfish Festival and a replacement bus for the Senior Center.

Revenues are under expenditures by \$3.2 million. This is a planned drawdown of fund balance, as the City is using fund balance to fund its non-recurring purchases totaling \$4.0 million. Ending balance at 9/30/2014 is estimated to be \$12.6 million which is over the two month reserve policy requirement by \$2.9 million.

The Water and Sewer Fund totals \$31.1 million and is able to fund all operating expenses and coverage requirements with no rate increase. The 2014 budget includes funding enhancements of \$1.9 million, \$438,355 recurring and \$1.5 million non-recurring, and include funding for one Water Production Supervisor with vehicle, two Water Operator I with vehicle, one Lift Station Operator in Training with vehicle, kiosk at City Hall and PSB, clarifier drive at Barry Rose WWTP, process water system and control panel, aerator gearbox rebuild at Barry Rose WWTP, aeration motor and motor rebuild at Barry Rose WWTP, interior lining for three ground storage tanks, analog and flow meters at eight locations, four replacement vehicles, control panel replacement, and filter cloth socks at JH Environmental Center.

The Capital Project portion of the budget totals \$53.3 million, excluding inter-fund transfers, for Parks, Streets, Drainage, Facilities, Water and Sewer. Projects include but are not limited to: McHard Waterline, State Highway 35 Waterline, Far Northwest Wastewater Treatment Plant expansion, McHard Road extension, Kirby Drive extension, Hughes Ranch Road reconstruction, widening of Max Road, widening a portion of County Road 59, new Fire Station #3, Lower Kirby Urban Center Regional Detention project, a storm water detention pond at FM 518 at Cullen, Shadow Creek Ranch Park Phase I, Completion of Max Road Sports Complex Phase I, Centennial Park Phase II, Green Tee Terrace Trail, and the JHEC Nature Trail.

The City's budget also includes other funds, such as the Hotel/Motel Occupancy Tax Fund, CDBG Fund, Grant Fund, Police State Seizure Fund, Solid Waste Fund, and the Pearland Economic Development Corporation. The Grant Fund was reduced by \$107,000 due to the current status of State funding for a Mobile Command Unit.

RECOMMENDED ACTION

Consideration and approval of the Ordinance amending the budget for fiscal year 2012-2013, adopting a budget for the 2013-2014 fiscal year and adopting the fiscal year 2013-2014 pay plans.

ORDINANCE NO. 1492

AN APPROPRIATION ORDINANCE ADOPTING A REVISED BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2013 AND ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013, AND ENDING SEPTEMBER 30, 2014, AND PAY PLANS FOR FISCAL YEAR 2014.

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

Section 1. That the City Manager's estimated 2012-2013 Budget and proposed 2013-2014 Budget, attached hereto as Exhibit "A" and Exhibit "B", be adopted in compliance with provisions of Article 8 of the Home Rule Charter of the City of Pearland, Texas which sets forth certain specific requirements as to the City of Pearland,

Section 2. The City Council hereby adopts a revised budget for the current fiscal year ending September 30, 2013 consisting of certain appropriations, more specifically identified on Exhibit "A" attached hereto.

Section 3. That City Council hereby appropriates certain sums, more specifically identified on Exhibit "B" attached hereto, for the proposed fiscal year 2013-2014 Budget.

Section 4. That the City Council hereby confers upon the City Manager general authority to contract for expenditures without further approval of the Council for all budgeted items the cost of which do not exceed the constitutional and statutory requirements for competitive bidding.

Section 5. That the City Council deems the Pay Plans (Exhibit "C") and Organizational Plan contained in the 2013-2014 Budget to be in the best interest of the City and is hereby adopted.

Section 6. That this ordinance shall become effective from and after its passage on second and final reading.

ORDINANCE NO.1492

PASSED and APPROVED ON FIRST READING this the _____ day of _____, A. D., 2013.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

PASSED and APPROVED ON SECOND and FINAL READING this the _____ day of _____, A. D., 2013.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

EXHIBIT A

**City of Pearland
Fiscal Year 2012-2013 Revised Budget**

<u>Fund #</u>	<u>Fund Description</u>	<u>REVENUES</u>			<u>EXPENDITURES</u>		
		<u>2013 Adopted</u>	<u>2013 Revised</u>	<u>\$ Change</u>	<u>2013 Adopted</u>	<u>2013 Revised</u>	<u>\$ Change</u>
010	General	\$56,387,521	\$59,170,974	\$2,783,453	\$58,575,184	\$60,957,298	\$2,382,114
015	P.E.D.C.	\$7,948,134	\$8,543,971	\$595,837	\$9,063,597	\$7,929,429	(\$1,134,168)
020	Debt Service-General	\$27,836,410	\$27,981,832	\$145,422	\$29,273,034	\$28,683,312	(\$589,722)
	<u>Proprietary Funds</u>						
030	Water and Sewer	\$31,227,456	\$31,555,112	\$327,656	\$31,056,296	\$33,365,806	\$2,309,510
031	Solid Waste	\$8,048,371	\$8,173,390	\$125,019	\$8,094,361	\$8,373,666	\$279,305
	<u>Special Revenue Funds</u>						
017	Municipal Court	\$61,162	\$63,155	\$1,993	\$69,135	\$73,850	\$4,715
018	Citywide Donation	\$31,013	\$30,666	(\$347)	\$16,098	\$23,598	\$7,500
019	Court Technology	\$78,638	\$74,952	(\$3,686)	\$308,905	\$313,132	\$4,227
023	Court Juvenile Management	\$75,689	\$74,664	(\$1,025)	\$61,206	\$46,693	(\$14,513)
035	Traffic Impact Improvement	\$425	\$231,773	\$231,348	\$42,258	\$157,907	\$115,649
043	Regional Detention	\$5	\$10,437	\$10,432	\$0	\$10,443	\$10,443
045	Hotel/Motel	\$931,082	\$1,136,017	\$204,935	\$579,397	\$831,359	\$251,962
046	Parks Donations	\$81,240	\$94,971	\$13,731	\$70,640	\$74,500	\$3,860
047	Park & Recreation Development	\$50,675	\$77,101	\$26,426	\$187,923	\$398,042	\$210,119
049	Tree Trust	\$3	\$275	\$272	\$5,000	\$13,000	\$8,000
055	Sidewalk	\$5,083	\$5,295	\$212	\$0	\$0	\$0
060	Police State Seizure	\$50,115	\$14,764	(\$35,351)	\$128,125	\$130,018	\$1,893
062	Federal Police	\$20	\$15,716	\$15,696	\$0	\$0	\$0
101	Grant	\$552,925	\$833,955	\$281,030	\$552,925	\$833,952	\$281,027
111	Community Development	\$284,818	\$659,759	\$374,941	\$284,818	\$659,605	\$374,787
140	University of Houston	\$258,493	\$291,706	\$33,213	\$258,458	\$322,771	\$64,313
141	University of Houston Capital Renewal Fund	\$0	\$274,420	\$274,420	\$0	\$34,670	\$34,670
145	Municipal Channel	\$226,260	\$244,146	\$17,886	\$65,700	\$72,009	\$6,309
	<u>Internal Service Fund</u>						
095	Property/Liability Insurance	\$1,160,052	\$1,240,393	\$80,341	\$1,160,052	\$1,321,865	\$161,813
099	Medical Self-Insurance	\$6,341,267	\$5,846,414	(\$494,853)	\$5,875,923	\$5,669,715	(\$206,208)
	Sub-Total Operations	\$141,636,857	\$146,645,858	\$5,009,001	\$145,729,035	\$150,296,640	\$4,567,605

Fund #	Fund Description	REVENUES			EXPENDITURES		
		2013 Adopted	2013 Revised	\$ Change	2013 Adopted	2013 Revised	\$ Change
	CAPITAL IMPROVEMENT PROGRAM (CIP)						
	<u>Water/Sewer CIP</u>						
042	Utility Impact Fee	\$2,707,320	\$3,455,121	\$747,801	\$3,549,698	\$8,005,154	\$4,455,456
044	Shadow Creek Impact Fee	\$1,366,068	\$1,351,199	(\$14,869)	\$736,313	\$736,313	\$0
064	1998 Certificate of Obligation	\$0	\$1,178	\$1,178	\$0	\$845,485	\$845,485
067	1999 W & S Revenue Bonds	\$1,984	\$2,280,985	\$2,279,001	\$411,211	\$17,192,340	\$16,781,129
301	Water/Sewer Pay As You Go	\$1,133,137	\$1,178,552	\$45,415	\$1,132,637	\$3,066,940	\$1,934,303
302	MUD 4 Capital Program	\$0	\$1,844,902	\$1,844,902	\$0	\$661,566	\$661,566
	<u>Capital Projects Funds</u>						
050	Capital Projects	\$9,932,297	\$9,932,621	\$324	\$8,826,231	\$11,330,611	\$2,504,380
068	Capital Projects-CO 2001	\$0	\$324,848	\$324,848	\$685,502	\$1,348,100	\$662,598
070	Capital Projects Mobility CO 2001	\$82	\$4,316	\$4,234	\$17,227	\$1,816,451	\$1,799,224
200	Capital Projects-CO 2006	\$238,000	\$506,110	\$268,110	\$750,000	\$1,391,874	\$641,874
201	Capital Projects-CO 2007	\$505,034	\$101,448	(\$403,586)	\$683,920	\$1,711,608	\$1,027,688
202	Capital Projects-GO 2007A	\$630	\$2,047	\$1,417	\$595,692	\$1,609,847	\$1,014,155
203	Capital Projects-GO 2009	\$11,828,962	\$14,500,092	\$2,671,130	\$10,050,060	\$15,848,651	\$5,798,591
	Sub-Total CIP	\$27,713,514	\$35,483,419	\$7,769,905	\$27,438,491	\$65,564,940	\$38,126,449
	TOTAL:	\$169,350,371	\$182,129,277	\$12,778,906	\$173,167,526	\$215,861,580	\$42,694,054

EXHIBIT B

City of Pearland
Fiscal Year 2013-2014 Adopted Budget

<u>Fund</u>	<u>Fund Description</u>	<u>REVENUES</u> <u>2014 Adopted</u>	<u>EXPENDITURES</u> <u>2014 Adopted</u>
OPERATIONS-			
010	General	\$60,161,236	\$63,349,499
015	P.E.D.C.	\$9,126,881	\$6,819,102
020	Debt Service-General	\$28,070,980	\$28,842,896
<u>Special Revenue Funds</u>			
017	Municipal Court Security	\$66,417	\$78,678
018	Citywide Donation	\$30,632	\$81,185
019	Court Technology	\$78,420	\$77,790
023	Court Juvenile Management	\$39,265	\$43,074
035	Traffic Impact Improvement	\$870	\$10,625
043	Regional Detention	\$0	\$0
045	Hotel/Motel	\$1,151,088	\$761,195
046	Parks Donations	\$81,100	\$71,500
047	Park & Recreation Development	\$51,200	\$48,700
049	Tree Trust	\$25	\$5,000
055	Sidewalk	\$5,300	\$0
060	Police State Seizure	\$15,132	\$102,733
062	Federal Police	\$50	\$29,000
101	Grant	\$378,838	\$393,263
111	Community Development	\$333,253	\$333,253
140	University of Houston	\$258,447	\$258,266
141	University of Houston Capital Renewal Fund	\$0	\$0
145	Municipal Channel	\$234,105	\$40,500
<u>Internal Service Fund</u>			
095	Property/Liability Insurance	\$1,355,938	\$1,355,888
099	Medical Self-Insurance	\$5,499,891	\$5,505,785
<u>Proprietary Funds</u>			
030	Water and Sewer	\$32,380,706	\$31,086,191
031	Solid Waste	\$8,458,930	\$8,520,935
SUB TOTAL - OPERATIONS		\$147,778,704	\$147,815,058
CAPITAL IMPROVEMENT PROGRAM (CIP)-			
<u>Water/Sewer Capital Projects Funds</u>			
042	Utility Impact Fee	\$20,364,862	\$21,333,184
044	Shadow Creek Impact Fee	\$1,399,320	\$2,692,612
067	1999 W & S Revenue Bonds	\$1,658,326	\$2,164,747
301	Water/Sewer Pay As You Go	\$250	\$0
302	MUD 4 Capital Program	\$0	\$503,763
<u>Capital Projects Funds</u>			
050	Capital Projects	\$293,500	\$292,500
068	Capital Projects-CO 2001	\$5,391,413	\$5,438,240
070	Capital Projects Mobility CO 2001	\$0	\$510,084
200	Capital Projects-CO 2006	\$2,145,000	\$2,879,889
201	Capital Projects-CO 2007	\$0	\$0
202	Capital Projects-GO Series 2007A	\$400,000	\$1,464,922
203	Capital Projects-GO Series 2009	\$23,630,615	\$24,297,286
SUB TOTAL - CIP		\$55,283,286	\$61,577,227
GRAND TOTAL:		\$203,061,990	\$209,392,285

**City of Pearland
FY 2014 Salary Plan**

EXHIBIT C

Position Title	Salary Range	Minimum Annual	Minimum Hourly	Midpoint Annual	Midpoint Hourly	Maximum Annual	Maximum Hourly
Assistant City Manager	82	\$108,742	\$52.2797	\$135,927	\$65.3496	\$163,113	\$78.4195
	81	\$106,089	\$51.0046	\$132,612	\$63.7557	\$159,134	\$76.5068
City Attorney	80	\$103,502	\$49.7605	\$129,377	\$62.2007	\$155,253	\$74.6408
	79	\$100,977	\$48.5469	\$126,222	\$60.6836	\$151,466	\$72.8203
Director, Community Development	78	\$98,515	\$47.3628	\$123,143	\$59.2035	\$147,772	\$71.0442
Director, Engineering and Capital Projects	78						
Director, Finance	78						
Director, Public Works	78						
Fire Chief	78						
Police Chief	78						
President - EDC	78						
	77	\$96,112	\$46.2076	\$120,140	\$57.7595	\$144,168	\$69.3114
	76	\$93,768	\$45.0806	\$117,210	\$56.3507	\$140,651	\$67.6209
	75	\$91,481	\$43.9811	\$114,351	\$54.9763	\$137,221	\$65.9716
City Engineer/Deputy Director	74	\$89,249	\$42.9084	\$111,562	\$53.6355	\$133,874	\$64.3625
Director, Human Resources	74						
Director, Parks & Recreation	74						
	73	\$87,073	\$41.8618	\$108,841	\$52.3273	\$130,609	\$62.7927
Deputy City Attorney	72	\$84,949	\$40.8408	\$106,186	\$51.0510	\$127,423	\$61.2612
Municipal Court Judge	72						
	71	\$82,877	\$39.8447	\$103,596	\$49.8058	\$124,315	\$59.7670
Assistant Police Chief	70	\$80,856	\$38.8729	\$101,069	\$48.5911	\$121,283	\$58.3093
	69	\$78,883	\$37.9247	\$98,604	\$47.4059	\$118,325	\$56.8871
Vice President - EDC	68	\$76,959	\$36.9997	\$96,199	\$46.2497	\$115,439	\$55.4996

**City of Pearland
FY 2014 Salary Plan**

EXHIBIT C

Position Title	Salary Range	Minimum Annual	Minimum Hourly	Midpoint Annual	Midpoint Hourly	Maximum Annual	Maximum Hourly
	67	\$75,082	\$36.0973	\$93,853	\$45.1216	\$112,624	\$54.1460
Assistant City Attorney	66	\$73,251	\$35.2169	\$91,564	\$44.0211	\$109,877	\$52.8253
City Secretary	65	\$71,465	\$34.3579	\$89,331	\$42.9474	\$107,197	\$51.5369
Executive Director, CVB	65						
Assistant Director, Finance	64	\$69,721	\$33.5199	\$87,152	\$41.8999	\$104,582	\$50.2799
Capital Projects, Assistant Director	64						
City Planner	64						
Assistant City Engineer	63	\$68,021	\$32.7024	\$85,026	\$40.8780	\$102,031	\$49.0536
Assistant Director of Public Works	63						
	62	\$66,362	\$31.9048	\$82,952	\$39.8810	\$99,543	\$47.8571
	61	\$64,743	\$31.1266	\$80,929	\$38.9083	\$97,115	\$46.6899
Budget Officer	60	\$63,164	\$30.3674	\$78,955	\$37.9593	\$94,746	\$45.5511
Building Official	60						
Director, Marketing (EDC)	60						
EMS Chief	60						
Fire Marshal / EMC	60						
Manager, Information Technology	60						
Purchasing Officer	60						
	59	\$61,624	\$29.6267	\$77,030	\$37.0334	\$92,435	\$44.4401
Assistant Director, Parks & Recreation	58	\$60,121	\$28.9041	\$75,151	\$36.1302	\$90,181	\$43.3562
Associate City Attorney	58						
Project Manager	57	\$58,654	\$28.1992	\$73,318	\$35.2490	\$87,981	\$42.2987
Accounting Supervisor	56	\$57,224	\$27.5114	\$71,530	\$34.3892	\$85,836	\$41.2671
Grants Coordinator	56						
Manager, Fleet	56						
Manager, Utility Customer Service	56						

**City of Pearland
FY 2014 Salary Plan**

EXHIBIT C

Position Title	Salary Range	Minimum Annual	Minimum Hourly	Midpoint Annual	Midpoint Hourly	Maximum Annual	Maximum Hourly
Planner, Senior	56						
GIS Manager	55	\$55,828	\$26.8404	\$69,785	\$33.5505	\$83,742	\$40.2606
Assistant EMS Chief	55						
Manager, Communications	55						
Municipal Court Administrator	55						
Network Administrator	54	\$54,466	\$26.1857	\$68,083	\$32.7322	\$81,699	\$39.2786
Park & Bldg Maintenance Superintendent	54						
Recreation Superintendent	54						
Superintendent, Streets & Drainage	54						
Superintendent, Treatment Plant	54						
Superintendent, Water & Sewer	54						
Manager, Acquisition	53	\$53,138	\$25.5471	\$66,422	\$31.9338	\$79,707	\$38.3206
Planner, Associate	52	\$51,842	\$24.9240	\$64,802	\$31.1549	\$77,763	\$37.3859
Budget Analyst	52						
Manager, Traffic	52						
Manager, Animal Control	51	\$50,577	\$24.3161	\$63,222	\$30.3951	\$75,866	\$36.4741
Deputy Fire Marshal	50	\$49,344	\$23.7230	\$61,680	\$29.6537	\$74,016	\$35.5845
Jail Division Supervisor	50						
Police Support Services Supervisor	50						
Staff Accountant	50						
Construction Inspector, Chief	49	\$48,140	\$23.1444	\$60,175	\$28.9305	\$72,210	\$34.7166
Emergency Management Planner	48	\$46,966	\$22.5799	\$58,708	\$28.2248	\$70,449	\$33.8698
Fire Inspector/Investigator	48						
Manager, Resource Development	48						
Planner	48						
Deputy City Secretary	47	\$45,821	\$22.0291	\$57,276	\$27.5364	\$68,731	\$33.0437
Aquatics Manager	46	\$44,703	\$21.4918	\$55,879	\$26.8648	\$67,055	\$32.2378

**City of Pearland
FY 2014 Salary Plan**

EXHIBIT C

Position Title	Salary Range	Minimum Annual	Minimum Hourly	Midpoint Annual	Midpoint Hourly	Maximum Annual	Maximum Hourly
HR Generalist	46						
Plans Examiner	46						
System Administrator	46						
Building Inspector	45	\$43,613	\$20.9677	\$54,516	\$26.2096	\$65,419	\$31.4515
Assistant Aquatics Manager	44	\$42,549	\$20.4562	\$53,186	\$25.5703	\$63,823	\$30.6844
Recreation Center Supervisor	44						
Recreation Program Coordinator	44						
Senior Center Supervisor	44						
Special Events Coordinator	44						
Marketing Specialist	44						
Building Maintenance Supervisor	44						
Park Supervisor	44						
Construction Inspector	44						
Engineering Technician, Senior	44						
Maintenance Supervisor	44						
Treatment Plant Supervisor	44						
Crime Victim Liaison	44						
Multimedia Specialist	44						
Computer Support Technician, Senior	43	\$41,511	\$19.9573	\$51,889	\$24.9466	\$62,267	\$29.9360
Project Coordinator	43						
Vol Fire Recruit/Retention Coordinator	43						
Buyer	42	\$40,499	\$19.4706	\$50,623	\$24.3382	\$60,748	\$29.2058
Chief Mechanic	42						
Executive Assistant	42						
Safety Officer	42						
Therapeutic Recreation Specialist	42						
GIS Specialist	41	\$39,511	\$18.9957	\$49,389	\$23.7446	\$59,266	\$28.4935
Telecommunications Operator, Lead	41						
Urban Forester	41						
Accounts Payable Supervisor	40	\$38,547	\$18.5324	\$48,184	\$23.1654	\$57,821	\$27.7985
Code Enforcement/Health Officer, Senior	40						
Legal Secretary	40						

**City of Pearland
FY 2014 Salary Plan**

EXHIBIT C

Position Title	Salary Range	Minimum Annual	Minimum Hourly	Midpoint Annual	Midpoint Hourly	Maximum Annual	Maximum Hourly
Utility Customer Service Supervisor	40						
Volunteer Coordinator	40						
Electrician	39	\$37,607	\$18.0803	\$47,009	\$22.6004	\$56,411	\$27.1205
Office Supervisor	39						
GIS Technician	38	\$36,690	\$17.6394	\$45,862	\$22.0492	\$55,035	\$26.4590
Maintenance Crew Leader	38						
Utility Maintenance Technician, Senior	38						
Treatment Plant Operator II	38						
Program Specialist	38						
Recreation Program Coordinator, Assistant	38						
Recreation Specialist	38						
Utility Field Service Technician, Lead	38						
Code Enforcement / Health Officer	37	\$35,795	\$17.2091	\$44,744	\$21.5114	\$53,692	\$25.8137
Crime Victim Specialist	37						
Jailer	37						
Telecommunications Operator	37						
Administrative Assistant	36	\$34,922	\$16.7894	\$43,652	\$20.9867	\$52,383	\$25.1841
Building Maintenance Technician	36						
Traffic Signal Technician	36						
HR Assistant	35	\$34,070	\$16.3799	\$42,588	\$20.4749	\$51,105	\$24.5698
Park Maintenance Crew Leader	35						
Accounting Technician	34	\$33,239	\$15.9804	\$41,549	\$19.9755	\$49,859	\$23.9706
Computer Support Technician	34						
Construction Inspector	34						
Recycling Center Supervisor	34						
Treatment Plant Operator I	34						
Utility Maintenance Technician	34						
CCTV Technician	34						
Utility Inspector	34						
Property Room Technician	33	\$32,428	\$15.5906	\$40,536	\$19.4883	\$48,643	\$23.3859

**City of Pearland
FY 2014 Salary Plan**

EXHIBIT C

Position Title	Salary Range	Minimum Annual	Minimum Hourly	Midpoint Annual	Midpoint Hourly	Maximum Annual	Maximum Hourly
Custodial Crew Leader	32	\$31,638	\$15.2104	\$39,547	\$19.0130	\$47,456	\$22.8155
Mechanic	32						
Records and Information Coordinator	32						
Traffic Signal Technician, Trainee	32						
Humane Officer, Senior	31	\$30,866	\$14.8394	\$38,582	\$18.5492	\$46,299	\$22.2591
Accounts Payable Clerk	30	\$30,113	\$14.4774	\$37,641	\$18.0968	\$45,170	\$21.7162
GPS Specialist	30						
Heavy Equipment Operator	30						
Plans Expediter	30						
Police Records Clerk, Lead	30						
Utility Billing Specialist	30						
Animal Shelter Supervisor	29	\$29,379	\$14.1243	\$36,723	\$17.6554	\$44,068	\$21.1865
Deputy Court Clerk, Senior	29						
ROW Inspector	29						
GPS Field Technician	29						
Humane Officer	29						
Office Assistant, Senior	28	\$28,662	\$13.7798	\$35,828	\$17.2248	\$42,993	\$20.6698
Court Bailiff	27	\$27,963	\$13.4437	\$34,954	\$16.8047	\$41,944	\$20.1656
Utility Field Service Technician	27						
Equipment Operator	26	\$27,281	\$13.1158	\$34,101	\$16.3948	\$40,921	\$19.6738
Fleet Services Assistant	26						
Records and Information Coordinator, Ass't	26						
Recycling Center Specialist	26						
Senior Center Shuttle Bus Driver	26						
Utility Maintenance Worker	26						
Deputy Court Clerk	25	\$26,616	\$12.7960	\$33,269	\$15.9949	\$39,923	\$19.1939
Park Maintenance Worker	25						
Customer Service Representative	24	\$25,966	\$12.4839	\$32,458	\$15.6048	\$38,950	\$18.7258

**City of Pearland
FY 2014 Salary Plan**

EXHIBIT C

Position Title	Salary Range	Minimum Annual	Minimum Hourly	Midpoint Annual	Midpoint Hourly	Maximum Annual	Maximum Hourly
Permit Clerk	24						
Police Records Clerk	24						
Sign Technician	24						
	23	\$25,333	\$12.1794	\$31,666	\$15.2242	\$38,000	\$18.2691
Building Maintenance Worker	22	\$24,715	\$11.8823	\$30,894	\$14.8529	\$37,073	\$17.8235
Office Assistant	22						
Park Maintenance Worker	22						
Receptionist	22						
Humane Officer-in-Training	21	\$24,112	\$11.5925	\$30,140	\$14.4906	\$36,169	\$17.3887
	20	\$23,524	\$11.3098	\$29,405	\$14.1372	\$35,286	\$16.9646
Custodian	19	\$22,951	\$11.0339	\$28,688	\$13.7924	\$34,426	\$16.5509
Animal Shelter Attendant	18	\$22,391	\$10.7648	\$27,988	\$13.4560	\$33,586	\$16.1472
	17	\$21,845	\$10.5022	\$27,306	\$13.1278	\$32,767	\$15.7533
	16	\$21,312	\$10.2461	\$26,640	\$12.8076	\$31,968	\$15.3691
Water Safety Instructor	15	\$20,792	\$9.9962	\$25,990	\$12.4952	\$31,188	\$14.9943
	15						
	14	\$20,285	\$9.7524	\$25,356	\$12.1905	\$30,427	\$14.6285
	13	\$19,790	\$9.5145	\$24,738	\$11.8931	\$29,685	\$14.2718
	12	\$19,307	\$9.2824	\$24,134	\$11.6031	\$28,961	\$13.9237
Head Lifeguard	11	\$18,837	\$9.0560	\$23,546	\$11.3201	\$28,255	\$13.5841
Recycling Center Attendant	10	\$18,377	\$8.8352	\$22,971	\$11.0440	\$27,566	\$13.2527
Lifeguard W/WSI	9	\$17,929	\$8.6197	\$22,411	\$10.7746	\$26,893	\$12.9295

**City of Pearland
FY 2014 Salary Plan**

EXHIBIT C

Position Title	Salary Range	Minimum Annual	Minimum Hourly	Midpoint Annual	Midpoint Hourly	Maximum Annual	Maximum Hourly
	8	\$17,492	\$8.4094	\$21,865	\$10.5118	\$26,237	\$12.6142
Ballfield Attendant	7	\$17,065	\$8.2043	\$21,331	\$10.2554	\$25,598	\$12.3065
Fitness Attendant	7						
Lifeguard	7						
Recreation Attendant	7						

CITY OF PEARLAND

EMS PAY PLAN

FY 2014

Salary Range	Job Title	MINIMUM		MIDPOINT		MAXIMUM	
		Annual	Hourly	Annual	Hourly	Annual	Hourly
E-1	EMT - Basic	\$26,677	\$12.8255	\$33,346	\$16.0319	\$40,016	\$19.2382
E-2							
E-3	EMT - Intermediate	\$31,053	\$14.9293	\$38,816	\$18.6617	\$46,580	\$22.3940
E-4							
E-5	Paramedic	\$40,000	\$19.2308	\$50,000	\$24.0385	\$60,000	\$28.8462
E-6							
E-7	EMS Lieutenant	\$45,125	\$21.6947	\$56,406	\$27.1184	\$67,688	\$32.5421
E-8							
E-9	EMS Captain	\$49,706	\$23.8971	\$62,133	\$29.8714	\$74,559	\$35.8457

Hourly rate or regular rate of pay based on 2080 Regular Hours.

CITY OF PEARLAND

FIRE PAY PLAN

FY 2014

Salary Range	Job Title	MINIMUM		MIDPOINT		MAXIMUM	
		Annual	Hourly	Annual	Hourly	Annual	Hourly
F-1	Firefighter	\$45,000	\$16.3280	\$56,250	\$20.4100	\$67,500	\$24.4920
F-2	Driver/Operator	\$49,672	\$18.0231	\$62,089	\$22.5288	\$74,507	\$27.0346
F-3	Fire Lieutenant	\$54,828	\$19.8940	\$68,535	\$24.8676	\$82,242	\$29.8411
F-4	Fire Captain	\$62,000	\$22.4964	\$77,500	\$28.1205	\$93,000	\$33.7446
F-5	Battalion Chief	\$70,000	\$25.3991	\$87,500	\$31.7489	\$105,000	\$38.0987

Hourly rate or regular rate of pay based on 2756 Regular Hours

F-6	Training Battalion Chief	\$63,164	\$30.3673	\$78,955	\$37.9591	\$94,746	\$45.5510
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Hourly rate or regular rate of pay based on 2080 Regular Hours

CITY OF PEARLAND

POLICE PAY PLAN
FY 2014

	0 - 6 mos.
Police Cadet	\$15.8400

	0	1	2	3	4	5	6	7	8	9	10	11
Police Officer	\$24,177.11	\$24,902.50	\$25,649.50	\$26,419.00	\$27,211.60	\$28,027.90	\$28,868.80	\$29,734.80	\$30,626.90	\$31,545.70	\$32,492.10	\$33,466.80
	\$4,190.71	\$4,316.43	\$4,445.92	\$4,579.30	\$4,716.68	\$4,858.18	\$5,003.92	\$5,154.04	\$5,308.66	\$5,467.92	\$5,631.96	\$5,800.92
	\$50,288.46	\$51,797.11	\$53,351.03	\$54,951.56	\$56,600.10	\$58,298.11	\$60,047.05	\$61,848.46	\$63,703.92	\$65,615.03	\$67,583.49	\$69,610.99

	1st year	2nd year	3rd year	4th year	5th year	6th year
Sergeant	\$34,470.80	\$35,505.00	\$36,570.10	\$37,667.20	\$38,797.20	\$39,961.10
	\$5,974.94	\$6,154.19	\$6,338.82	\$6,528.98	\$6,724.85	\$6,926.60
	\$71,699.32	\$73,850.30	\$76,065.81	\$78,347.78	\$80,698.22	\$83,119.16
	1st year	2nd year	3rd year	4th year		
Lieutenant	\$41,160.00	\$42,394.80	\$43,666.60	\$44,976.60		
	\$7,134.39	\$7,348.43	\$7,568.88	\$7,795.95		
	\$85,612.74	\$88,181.12	\$90,826.55	\$93,551.35		
	1st year	2nd year	3rd year			
Captain	\$46,325.90	\$47,715.70	\$49,147.20			
	\$8,029.82	\$8,270.72	\$8,518.84			
	\$96,357.89	\$99,248.63	\$102,226.09			

Education / Incentive Pay

All officers shall receive certification pay as follows, after successful completion of their probationary period:

TCLEOSE BASIC CERTIFICATE	\$.00/hr.
TCLEOSE INTERMEDIATE CERTIFICATE	\$.29/hr.
TCLEOSE ADVANCED CERTIFICATE	\$.58/hr.
TCLEOSE MASTER PEACE CERTIFICATE	\$.87/hr.

In addition, add the following to the above, if the officer holds an Intermediate, Advanced or Master Certificate and has:

ASSOCIATE DEGREE	\$.58/hr.
BACHELORS DEGREE	\$.87/hr.
MASTERS DEGREE	\$1.15/hr.

All college degrees must be issued by an approved institution of higher education which is duly accredited by one of the regional accreditation agencies. No mail order degree will be approved.

Monthly longevity pay is received by the Classified Employees of the City of Pearland in accordance with the Local Government Code, Chapter 141.032.

All overtime for any classification shall be paid in accordance with applicable State and Federal law.

GENERAL FUND - CHANGE LIST (FUND 10)

The purpose of the change list is to track all changes to the Proposed Budget since it was presented to Council on July 29, 2013.

	FY2012-13 PROJECTED	FY2013-14 PROPOSED	DATE OF CHANGE
Preliminary Revenues:	\$59,170,974	\$60,111,236	07/19/13
<u>Changes to Preliminary Revenues:</u>			
351.01-03 Platting Fee		\$5,000	08/19/13
351.01-12 Bldg Site Work Permit		\$5,000	08/19/13
351.01-33 Ambulance Permit		\$2,000	08/19/13
353.01-03 Fire/EMS SPA		\$22,000	08/19/13
353.03-03 Parks Swimming Pool		\$5,000	08/19/13
353.05-01 Engineering Inspection Fee		\$11,000	08/19/13
 Total Revenue Changes:	 \$0	 \$50,000	
 Total Revenue with Changes:	 \$59,170,974	 \$60,161,236	
 Preliminary Expenditures:	 \$60,853,746	 \$62,946,558	07/19/13
<u>Changes to Preliminary Expenditures:</u>			
010-2460-565.80-00 EMS - Wrecked Tahoe	\$30,214		08/13/13
010-2212-564.01-00 Police Patrol - Toughbooks	\$22,000		08/13/13
010-2212 Police Patrol - Laptop Brackets	\$4,308		08/13/13
010-1040-555.11-00 HR City Manager Recruitment - Management Firm	\$40,000		08/13/13
010-2460 EMS 4 Zoll Defibrillators	\$7,030		08/13/13
010-33 varies 531.09etc Parks Overtime		\$106,184	08/19/13
010-varies 531.17 Reduce Medical from 8.1% to 5.6%		(\$86,763)	08/20/13
010-2212 531's Increase 3 Police Officers back to 12 mos.		\$83,520	08/20/13
010-3520-555-11-00 SW/Road Program		\$300,000	08/27/13
 Total Change in Expenditures:	 \$103,552	 \$402,941	
 Total Expenditures with Changes:	 \$60,957,298	 \$63,349,499	
 Net Revenues Over/(Under) Expenses	 (\$1,786,324)	 (\$3,188,263)	
 Beginning Fund Balance	 \$17,571,942	 \$15,785,618	
Ending Fund Balance	\$15,785,618	\$12,597,355	

WATER/SEWER FUND - CHANGE LIST (FUND 30)

The purpose of the change list is to track all changes to the Proposed Budget since it was presented to Council on July 29, 2013.

	FY2012-13 PROJECTED	FY2013-14 PROPOSED	DATE OF CHANGE
Preliminary Revenues:	\$31,555,112	\$32,380,706	07/19/13
<u>Changes to Preliminary Revenues:</u>			
Total Revenue Changes:	\$0	\$0	
Total Revenue with Changes:	<u>\$31,555,112</u>	<u>\$32,380,706</u>	
Preliminary Expenditures:	\$33,365,806	\$31,102,431	07/19/13
<u>Changes to Preliminary Expenditures:</u>			
Reduce Medical from 8.1% to 5.6%		(\$16,240)	08/19/13
Total Change in Expenditures:	\$0	(\$16,240)	
Total Expenditures with Changes:	<u>\$33,365,806</u>	<u>\$31,086,191</u>	
Net Revenues Over/(Under) Expenses	(\$1,810,694)	\$1,294,515	
Beginning Cash Equivalents	\$11,994,247	\$10,183,553	
Reserve for Debt Service	\$1,568,545	\$1,880,408	
Ending Cash Equivalents	<u>\$8,615,008</u>	<u>\$9,597,660</u>	

GRANT FUND - CHANGE LIST (FUND 101)

The purpose of the change list is to track all changes to the Proposed Budget since it was presented to Council on July 29, 2013.

	<u>FY2012-13 PROJECTED</u>	<u>FY2013-14 PROPOSED</u>	<u>DATE OF CHANGE</u>
Preliminary Revenues:	\$833,955	\$485,838	07/19/13
<u>Changes to Preliminary Revenues:</u>			
101-0000-346.01-08 Mobile Command Unit		(\$107,000)	08/16/13
Total Revenue Changes:	\$0	(\$107,000)	
Total Revenue with Changes:	<u>\$833,955</u>	<u>\$378,838</u>	
Preliminary Expenditures:	\$833,952	\$500,263	07/19/13
<u>Changes to Preliminary Expenditures:</u>			
101-2212-565.80 Mobile Command Unit		(\$107,000)	08/16/13
Total Change in Expenditures:	\$0	(\$107,000)	
Total Expenditures with Changes:	<u>\$833,952</u>	<u>\$393,263</u>	
Net Revenues Over/(Under) Expenses	\$3	(\$14,425)	
Beginning Fund Balance	<u>\$27,799</u>	<u>\$27,802</u>	
Ending Fund Balance	<u><u>\$27,802</u></u>	<u><u>\$13,377</u></u>	

CIP FUND - CHANGE LIST (FUND 203)

The purpose of the change list is to track all changes to the Proposed Budget since it was presented to Council on July 29, 2013.

	<u>FY2012-13 PROJECTED</u>	<u>FY2013-14 PROPOSED</u>	<u>DATE OF CHANGE</u>
Preliminary Revenues:	\$14,500,092	\$23,630,495	07/19/13
<u>Changes to Preliminary Revenues:</u>			
Adjustment to McHard Road		\$120	08/16/13
Total Revenue Changes:	\$0	\$120	
Total Revenue with Changes:	<u>\$14,500,092</u>	<u>\$23,630,615</u>	
Preliminary Expenditures:	\$15,848,651	\$24,297,166	07/19/13
<u>Changes to Preliminary Expenditures:</u>			
Adjustment to McHard Road		\$120	08/16/13
Total Change in Expenditures:	\$0	\$120	
Total Expenditures with Changes:	<u>\$15,848,651</u>	<u>\$24,297,286</u>	
Net Revenues Over/(Under) Expenses	(\$1,348,559)	(\$666,671)	
Beginning Fund Balance	<u>\$2,288,414</u>	<u>\$939,855</u>	
Ending Fund Balance	<u>\$939,855</u>	<u>\$273,184</u>	

CIP FUND - CHANGE LIST (FUND 302)

The purpose of the change list is to track all changes to the Proposed Budget since it was presented to Council on July 29, 2013.

	<u>FY2012-13 PROJECTED</u>	<u>FY2013-14 PROPOSED</u>	<u>DATE OF CHANGE</u>
Preliminary Revenues:	\$1,844,902	\$0	07/19/13
<u>Changes to Preliminary Revenues:</u>			
Total Revenue Changes:	\$0	\$0	
Total Revenue with Changes:	<u>\$1,844,902</u>	<u>\$0</u>	
Preliminary Expenditures:	\$661,566	\$94,763	07/19/13
<u>Changes to Preliminary Expenditures:</u>			
McHard Outfall Construction/Contingency		\$409,000	
Total Change in Expenditures:	\$0	\$409,000	
Total Expenditures with Changes:	<u>\$661,566</u>	<u>\$503,763</u>	
Net Revenues Over/(Under) Expenses	\$1,183,336	(\$503,763)	
Beginning Fund Balance	<u>\$0</u>	<u>\$1,183,336</u>	
Ending Fund Balance	<u>\$1,183,336</u>	<u>\$679,573</u>	

MUNICIPAL COURT TECH - CHANGE LIST (FUND 19)

The purpose of the change list is to track all changes to the Proposed Budget since it was presented to Council on July 29, 2013.

	<u>FY2012-13 PROJECTED</u>	<u>FY2013-14 PROPOSED</u>	<u>DATE OF CHANGE</u>
Preliminary Revenues:	\$74,952	\$78,420	07/19/13
<u>Changes to Preliminary Revenues:</u>			
Total Revenue Changes:	\$0	\$0	
Total Revenue with Changes:	<u>\$74,952</u>	<u>\$78,420</u>	
Preliminary Expenditures:	\$306,132	\$77,790	07/19/13
<u>Changes to Preliminary Expenditures:</u>			
Server for New Court Software	\$7,000		08/19/13
Total Change in Expenditures:	\$7,000	\$0	
Total Expenditures with Changes:	<u>\$313,132</u>	<u>\$77,790</u>	
Net Revenues Over/(Under) Expenses	(\$238,180)	\$630	
Beginning Fund Balance	<u>\$243,295</u>	<u>\$5,115</u>	
Ending Fund Balance	<u><u>\$5,115</u></u>	<u><u>\$5,745</u></u>	

OTHER FUNDS- CHANGE LIST

The purpose of the change list is to track all changes to the Proposed Budget since it was presented to Council on July 29, 2013.

	<u>FY2012-13 PROJECTED</u>	<u>FY2013-14 PROPOSED</u>	<u>DATE OF CHANGE</u>
<u>COURT SECURITY FUND (17)</u>			
Preliminary Revenues:	\$63,155	\$66,417	07/19/13
Total Revenue Changes:	\$0	\$0	
Total Revenue with Changes:	<u>\$63,155</u>	<u>\$66,417</u>	
Preliminary Expenditures:	\$73,850	\$78,965	07/19/13
Changes to Preliminary Expenditures:			
Reduce Medical from 8.1% to 5.6%		(\$287)	08/19/13
Total Change in Expenditures:	\$0	(\$287)	
Total Expenditures with Changes:	<u>\$73,850</u>	<u>\$78,678</u>	
Net Revenues Over/(Under) Expenses	(\$10,695)	(\$12,261)	
Beginning Fund Balance	<u>\$141,121</u>	<u>\$130,426</u>	
Ending Fund Balance	<u><u>\$130,426</u></u>	<u><u>\$118,165</u></u>	
<u>COURT JUVENILE FUND (23)</u>			
Preliminary Revenues:	\$74,664	\$39,265	07/19/13
Total Revenue Changes:	\$0	\$0	
Total Revenue with Changes:	<u>\$74,664</u>	<u>\$39,265</u>	
Preliminary Expenditures:	\$46,693	\$43,092	07/19/13
Changes to Preliminary Expenditures:			
Reduce Medical from 8.1% to 5.6%		(\$18)	08/19/13
Total Change in Expenditures:	\$0	(\$18)	
Total Expenditures with Changes:	<u>\$46,693</u>	<u>\$43,074</u>	
Net Revenues Over/(Under) Expenses	\$27,971	(\$3,809)	
Beginning Fund Balance	<u>\$34,907</u>	<u>\$62,878</u>	
Ending Fund Balance	<u><u>\$62,878</u></u>	<u><u>\$59,069</u></u>	

	<u>FY2012-13 PROJECTED</u>	<u>FY2013-14 PROPOSED</u>	<u>DATE OF CHANGE</u>
CVB (45)			
Preliminary Revenues:	\$1,136,017	\$1,151,088	07/19/13
Total Revenue Changes:	\$0	\$0	
Total Revenue with Changes:	\$1,136,017	\$1,151,088	
Preliminary Expenditures:	\$831,359	\$761,511	07/19/13
Changes to Preliminary Expenditures:			
Reduce Medical from 8.1% to 5.6%		(\$316)	08/19/13
Total Change in Expenditures:	\$0	(\$316)	
Total Expenditures with Changes:	\$831,359	\$761,195	
Net Revenues Over/(Under) Expenses	\$304,658	\$389,893	
Beginning Fund Balance	\$1,823,828	\$2,128,486	
Ending Fund Balance	\$2,128,486	\$2,518,379	
UofH (140)			
Preliminary Revenues:	\$291,706	\$258,447	07/19/13
Total Revenue Changes:	\$0	\$0	
Total Revenue with Changes:	\$291,706	\$258,447	
Preliminary Expenditures:	\$322,771	\$258,393	07/19/13
Changes to Preliminary Expenditures:			
Reduce Medical from 8.1% to 5.6%		(\$127)	08/19/13
Total Change in Expenditures:	\$0	(\$127)	
Total Expenditures with Changes:	\$322,771	\$258,266	
Net Revenues Over/(Under) Expenses	(\$31,065)	\$181	
Beginning Fund Balance	\$31,065	\$0	
Ending Fund Balance	\$0	\$181	
Solid Waste (31)			
Preliminary Revenues:	\$8,173,390	\$8,458,930	07/19/13
Total Revenue Changes:	\$0	\$0	
Total Revenue with Changes:	\$8,173,390	\$8,458,930	
Preliminary Expenditures:	\$8,373,666	\$8,521,062	07/19/13
Changes to Preliminary Expenditures:			
Reduce Medical from 8.1% to 5.6%		(\$127)	08/19/13
Total Change in Expenditures:	\$0	(\$127)	
Total Expenditures with Changes:	\$8,373,666	\$8,520,935	
Net Revenues Over/(Under) Expenses	(\$200,276)	(\$62,005)	
Beginning Fund Balance	\$342,903	\$142,627	
Ending Fund Balance	\$142,627	\$80,622	

	<u>FY2012-13 PROJECTED</u>	<u>FY2013-14 PROPOSED</u>	<u>DATE OF CHANGE</u>
Medical Self Insurance (99)			
Preliminary Revenues:	\$5,846,414	\$5,812,583	07/19/13
Change from Health Coverage Option "B" to "A"		(\$312,692)	
Total Revenue Changes:	\$0	(\$312,692)	
Total Revenue with Changes:	<u>\$5,846,414</u>	<u>\$5,499,891</u>	
Preliminary Expenditures:	\$5,669,715	\$5,812,093	07/19/13
Changes to Preliminary Expenditures:			
Change in Qualified Claims under Option "A"		(\$306,308)	08/19/13
Total Change in Expenditures:	\$0	(\$306,308)	
Total Expenditures with Changes:	<u>\$5,669,715</u>	<u>\$5,505,785</u>	
Net Revenues Over/(Under) Expenses	\$176,699	(\$5,894)	
Beginning Net Assets	<u>\$343,282</u>	<u>\$519,981</u>	
Ending Net Assets	<u>\$519,981</u>	<u>\$514,087</u>	

New Business Item No. 2

2. **CONSIDERATION AND POSSIBLE ACTION – FIRST READING OF ORDINANCE NO. 1491** – AN ORDINANCE ADOPTING A TAX RATE OF \$0.7051 AND LEVYING TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF PEARLAND, TEXAS, AND PROVIDING FOR THE INTEREST AND SINKING FUND OF THE TAXABLE YEAR 2013. *Mr. Bill Eisen, City Manager.*

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

AGENDA OF:	09/09/2013	ITEM NO.:	Ordinance No. 1491
DATE SUBMITTED:	08/26/2013	DEPT. OF ORIGIN:	Finance
PREPARED BY:	Claire Bogard	PRESENTOR:	Bill Eisen
REVIEWED BY:	Bill Eisen	REVIEW DATE:	9/3/13
SUBJECT: Adoption of FY2013-2014 Tax Rate			
EXHIBITS: Ordinance No. 1491			
FUNDING:	<input type="checkbox"/> Grant	<input type="checkbox"/> Developer/Other	<input type="checkbox"/> Cash Opns
	<input type="checkbox"/> Bonds To Be Sold	<input type="checkbox"/> Bonds- Sold	<input type="checkbox"/> L/P – To Be Sold
		<input type="checkbox"/> L/P – Sold	
EXPENDITURE REQUIRED:	N/A	AMOUNT BUDGETED:	N/A
AMOUNT AVAILABLE:		PROJECT NO.:	
ACCOUNT NO			
ADDITIONAL APPROPRIATION REQUIRED:			
ACCOUNT NO.:			
PROJECT NO.:			
To be completed by Department:			
<input checked="" type="checkbox"/> Finance	<input checked="" type="checkbox"/> Legal	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution

EXECUTIVE SUMMARY

BACKGROUND

Tax Code Section 26.05 requires a taxing unit to adopt its tax rate before September 30 or by the 60th day after the taxing unit receives the certified appraisal roll, whichever day is later. Harris County Appraisal District certified their tax roll on August 23, 2013.

The tax rate as proposed for the City of Pearland for tax year 2013 is \$0.7051 per \$100 valuation, which is lower than the effective tax rate of \$0.716108 and lower than the rollback rate of \$0.725953. As such, the City of Pearland was not required to give notice or hold public hearings on the tax rate, pursuant to truth-in-taxation laws.

The City must adopt the tax rate in two components: operations & maintenance and debt service. The operations & maintenance rate is \$0.2151 and the debt service rate is \$0.4900, both the same as the current year.

FINANCIAL INFORMATION

The City of Pearland is proposing a tax rate of \$0.7051, which is the same as the current tax rate.

POLICY/GOAL CONSIDERATION:

Adoption of a tax rate that will provide for payment of debt service and for the program of services for fiscal year 2013-2014.

RECOMMENDED ACTION

Consideration and approval of the Ordinance adopting a tax rate of \$0.7051 and levying taxes for the use and support of the municipal government of the City of Pearland, Texas.

ORDINANCE NO.1491

AN ORDINANCE ADOPTING A TAX RATE OF \$0.7051 AND LEVYING TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF PEARLAND, TEXAS, AND PROVIDING FOR THE INTEREST AND SINKING FUND OF THE TAXABLE YEAR 2013.

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

Section 1. That there is hereby levied and there shall be collected for the use and support of the Municipal Government of the City of Pearland, Texas, and to provide Interest and Sinking Fund for the Year Two Thousand Thirteen upon all property, real, personal, and mixed within the corporate limits of said City subject to taxation, a tax of \$0.7051 on each One Hundred Dollars (\$100.00) valuation of property, said tax being so levied and apportioned for the specific purpose herein set forth:

- (1) For the maintenance and support of the General Government (General Fund), the sum of \$0.2151 on each \$100 valuation of property, and
- (2) For the Interest and Sinking Fund, the sum of \$0.4900.

Section 2. All monies collected under this ordinance for the specific items therein named, be and the same are hereby appropriated and set apart for the specific purpose indicated in each item and that the Assessor and Collector of Taxes, the Director of Finance, and the City Manager shall so keep these accounts as to readily and distinctly show the amount collected, the amounts expended, and the amount on hand at any time belonging to such funds. It is hereby made the duty of the Tax Assessor and Collector of Taxes and every person collecting money for the City of Pearland to deliver to the Director of Finance and the City Manager, at the time of depositing of any monies, a statement showing to what fund such deposit should be

ORDINANCE NO.1491

made, and from what source received. All receipts for the City not specifically apportioned by this ordinance are hereby made payable to the General Fund of the City.

PASSED and APPROVED ON FIRST READING this the _____ day of _____, A.D., 2013.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

PASSED and APPROVED ON SECOND and FINAL READING this the _____ day of _____, A. D., 2013.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

New Business Item No. 3

3. **CONSIDERATION AND POSSIBLE ACTION – FIRST READING OF ORDINANCE NO. 1358-10 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AMENDING NON-DEVELOPMENT USAGE AND SERVICE FEES ; CONTAINING A SAVINGS CLAUSE, A SEVERABILITY CLAUSE AND A REPEALER CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**
Mr. Bill Eisen, City Manager.

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

AGENDA OF:	September 9, 2013	ITEM NO.:	Ordinance No. 1358-10
DATE SUBMITTED:	August 27, 2013	DEPT. OF ORIGIN:	Finance
PREPARED BY:	Claire Bogard	PRESENTOR:	Bill Eisen
REVIEWED BY:	Bill Eisen	REVIEW DATE:	9/3/13
SUBJECT: Fee Ordinance			
EXHIBITS: Ordinance 1358-10			
FUNDING:			
<input type="checkbox"/> Grant <input type="checkbox"/> Developer/Other <input type="checkbox"/> Cash <input type="checkbox"/> Bonds To Be Sold <input type="checkbox"/> Bonds- Sold <input type="checkbox"/> L/P – Sold <input type="checkbox"/> L/P – To Be Sold			
EXPENDITURE REQUIRED: N/A		AMOUNT BUDGETED: N/A	
AMOUNT AVAILABLE:		PROJECT NO.:	
ACCOUNT NO.:			
ADDITIONAL APPROPRIATION REQUIRED:			
ACCOUNT NO.:			
PROJECT NO.:			
To be completed by Department:			
X Finance		X Legal	
		Ordinance	
		X Resolution	

EXECUTIVE SUMMARY

BACKGROUND

Annually, as part of the budget process, the City reviews its non-development fee ordinance. Changes typically come about based on changes in contract pricing, such as the meters, increases to fees to comply with the Parks Revenue Management Plan, and new fees.

The changes to the fees include:

1. The addition of the Precious Metals Licensing Fee approved by council

2. Moving Alarm Permits and False Alarm fees under Police vs Finance. No change in actual fees.
3. Adding fee for oversized paper pursuant to state law.
4. Changes to meters costs based on new meter pricing
5. Changing a few Animal Control fees to recover cost of the direct service
6. Changes to Non-Resident Park rates to a 50% increase over resident rates to reflect actual current charges
7. Adding section on Event Security Fees that are currently charged, but not part of the previous fee ordinance.

RECOMMENDED ACTION

Consideration and approval of Ordinance 1358-10 amending the Fee Ordinance as attached.

ORDINANCE NO. 1358-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AMENDING NON-DEVELOPMENT USAGE AND SERVICE FEES ; CONTAINING A SAVINGS CLAUSE, A SEVERABILITY CLAUSE AND A REPEALER CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, various departments of the City charge fees for usage, permits, and other services not related to development; and

WHEREAS, the organization of all such non-development fees into one ordinance enhances the efficiency of the fee amendment process and improves customer service; now, therefore,

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

Section 1. That the charges and fees contained in the attached Exhibit "A" are hereby adopted.

Section 2. Savings. All rights and remedies which have accrued in favor of the City under this Chapter and amendments thereto shall be and are preserved for the benefit of the City.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid, unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 4. Repealer. All ordinances and parts of ordinances in conflict herewith are hereby repealed but only to the extent of such conflict.

ORDINANCE NO. 1358-9

Section 5. Publication and Effective Date. The City Secretary shall cause this Ordinance, or its caption, to be published in the official newspaper of the City of Pearland, upon passage of such Ordinance. The Ordinance shall then become effective ten (10) days from and after its publication, or the publication of its caption, in the official City newspaper.

PASSED and APPROVED ON FIRST READING this the _____ day of _____, A. D., 2013.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

ORDINANCE NO. 1358-9

PASSED and APPROVED ON SECOND AND FINAL READING this the _____ day of _____, A. D., 2013.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

FEE SCHEDULE

EMS

Ambulance Application Fee	\$250.00
Ambulance Permit Fee	\$100.00

FIRE

Re-inspection Fees	
Initial and 1 st Re-inspection	\$ 0.00
2 nd Re-inspection	\$75.00
3rd Re-inspection and thereafter, each	\$200.00
After hours Inspection	\$200.00
(After 5:00pm Monday-Thursday; after 4:00pm on Friday, and on weekends)	

POLICE

Accident Report	\$6.00
(As may be amended from time to time by State Statute)	
Notarized Accident Report	\$8.00
(As may be amended from time to time by State Statute)	
Clearance Letter	\$5.00
(As may be amended from time to time by State Statute)	
Copies	.10 per page
Crafted Precious Metal Dealer License Fee	\$100.00 annually

Alarm Permit:

Residential	Rates provided in
Commercial	Ordinance No. 569-3

False Alarm Fee:

Police Department (per occurrence after 5 per yr)	Rates provided in
Fire Department (per occurrence after 5 per yr)	Ordinance No. 569-3

UTILITY BILLING

Delinquent Fees:

First Time Reconnect	\$25.00
Subsequent Reconnect Charges	\$50.00
Connect Fee	\$30.00

Deposits:

Commercial	\$200.00 + 2 months of garbage
Residential Owner	\$100.00
Residential	
Renter-low risk rating	\$150.00
Renter-medium/high risk rating	\$225.00
Residential Garbage Only	\$50.00
Commercial Garbage Only	2 months of garbage

Additional deposit for services terminated twice within six months

Residential	\$75.00
Commercial	\$150.00 plus 1 month of garbage

Meter Cost:

	New	Replacement
5/8"	\$325.00	\$275.00
1"	\$425.00	375.00
2"	\$1775.00	\$1,775.00
3"	\$8,450.00	\$8,450.00
4"	\$9,600.00	\$9,600.00
6"	\$13,350.00	\$13,350.00
8"	\$14,050.00	\$14,050.00
10	\$30,632.00	\$30,623.00

(subject to change based on current contract pricing)

	New and Replacement
5/8"	\$255.00
1"	\$312.00
2"	\$1,760.00
3"	\$8,035.00
4"	\$9,390.00
6"	\$12,565.00
8" (6 x 8)	\$13,035.00
10"	\$26,690.00
12"	\$27,790.00

(subject to change based on contract pricing)

New meters would also require deposit and connection fee

Register Replacement	\$240.00
Antenna Replacement	based on cost

Meter Testing:

5/8 – 3/4" Meter	\$60.00
1" Meter	\$85.00
1 1/2" Meter	\$100.00

2" – 8" Meters	\$150.00
8" and above Meters	\$200.00
Same Day New Service Connections	\$100.00
Grease Traps	\$100.00/yr
Meter Inspection:	
Initial	\$35.00
Re-inspection	\$35.00
Temporary Fire Hydrant Meter (\$75.00 non refundable)	\$1500.00
Temporary Fire Hydrant Location Change	\$50.00
Additional Recycling Bin	\$8.00
Temporary Water/Sewer Service for Residential Landlords/Property Managers	\$50 for ten days, 2000 gallons and connection
*Water Base Charges	
Single Unit	\$11.98
Multi-Unit	\$10.98
*Water Volume	
Residential	
0-2,000 gallons	In Base
2,001-6,000	\$2.93
6,001-15,000	\$3.67
15,001-25,000	\$4.40
25,001+	\$5.86
*Commercial/Multi-Unit	
0-2,000	In Base
2,001+	\$3.67
*Landscape	
0-2,000	In Base
2,001+	\$4.40
*Sewer Base Charges for All	\$14.41
*Sewer Volume	
0-2,000	In Base
All Users	\$3.03

Residential Wastewater Cap

Standardized monthly billing amount (gallons) to be based on the average consumption of the months of December, January, February, which are typically billed in Jan, Feb, Mar, not to exceed 12,000 gallons. Wastewater Cap would be adjusted each April.

New Residents

Default billing amount (gallons) of 6,000 gallons

Billing Adjustments

Water adjustments may be given for leaks and sewer adjustment may be given as it applies to the setting of the Winter Quarter Average. See Ordinance 870-6

Customer without metered water

Default billing amount (gallons) of 10,000.

*Customer outside City Limits

*All charges for water and sewer service are at a rate of 1-1/2 times that existing in the City.

Sewer Use Credit Program

Application Fee	\$500
Monthly Administrative Charge	\$ 50
Annual Testing Fee	See Above

If repairs are needed, in addition to the testing fee, there will be charges for labor and parts, plus retesting fee of \$75.00

Accounts opened for the purpose of the sewer use credit for sub-metering will not be required to put down a deposit nor billed water or sewer rates.

FINANCE

NSF Fee \$25.00

Alarm Permit:

Residential	Rates provided in
Commercial	Ordinance No. 569-3

False Alarm Fee:

Police Department (per occurrence after 5 per yr)	Rates provided in
Fire Department (per occurrence after 5 per yr)	Ordinance No. 569-3

ENGINEERING

Grading Permit \$125.00

PUBLIC WORKS

Water/Sewer Tap Actual Cost, not less than \$250

CITY SECRETARY

Copy Charge: (pursuant to State law, including but not limited to and as may be amended from time to time by State Statute)

Paper	\$.10
Oversize Paper	\$.50
Diskette	\$1.00
Magnetic tape	Actual Cost
Data Cartridge	Actual Cost
Tape Cartridge	Actual Cost
Rewritable CD (CD-RW)	\$1.00
Non-rewritable CD (CD-R)	\$1.00
Digital video disc (DVD)	\$3.00
JAZ Drive	Actual Cost
Other electronic media	Actual Cost
VHS cassette	\$2.50
Audio cassette	\$1.00
Oversize paper copy	\$.50
Specialty paper	Actual Cost
Labor charge	\$15.00/hr
Overhead	20% of labor
Alcohol Beverage Permit:	
BE – On Premise	\$75.00
BQ – Wine & Beer Off-Premise	\$30.00
BF – Off Premise	\$30.00
BG-Wine & Beer On-Premise that hold a Food/Bev. Permit	\$175.00
BL – Late Hours On-Premise	\$125.00
PE – Charge	\$10.00
LB – Late Hours Mixed Beverage	\$75.00
RM – Mixed Beverage Restaurant	\$375.00
Peddlers Permit	
Primary Permit Holder	\$75.00 max of 3 months
Assistant working under primary	\$5.00 / month for each assistant
Surety Bond (required)	\$1,000.00

ANIMAL CONTROL

1 st impound	30.00
2 nd impound	40.00
3 rd impound	50.00
Adoption unaltered	30.00
Transportation	5.00
Adoption altered with Rabies	87.00
Adoption altered w/out Rabies	75.00

Livestock impound per head	100.00
2 nd impound	125.00
3 rd impound	150.00
Quarantine impound	40.00
Daily board domestic	10.00 per day
Daily board livestock	25.00 per day
City License	
Altered one year	10.00
3 year	30.00
Un Altered one year	20.00
3 year	60.00
Replacement tag	5.00
Dangerous Dog registration	50.00
Disposal Domestic Animals	
Up to 25 lbs	25.00
26lbs to 60 lbs	50.00
61 lbs and over	75.00
Large animal contract	125.00 plus
Euthanasia on demand	40.00
Surrender of owned Pet	40.00
Return check fee	25.00
Cat carrier	5.00
Collars	3.00
Micro-chip implant	22.00 \$25.00
Includes pet registration	
T-shirts	7.00
Hats	7.00

PARKS & RECREATION

Advertising

- Parks leisure Brochure- Actual Costs (will vary based on number of advertisements purchased)
- Parks Web-Site- \$25 per ad, per event for those businesses participating in the event (limited to the Trick or Treat Trail and/or Hometown Christmas Parade events only).
- Ad Space at Recreation/Natatorium – will vary based on size and number of banners/ads

Recreation Program Cost Recovery Plan Per Tier

Tier	Benefits	% of direct cost recovery	% of indirect recovered
1	Community as the whole benefits	0-25%	0%

2	Individuals receive direct benefit and community receives residual benefit	100%	25%
3	Individuals receive direct benefit	150%	50%

Non-resident fees Programs and Leagues

Resident Fee	Non-resident charge
≤\$50	+ \$20
\$51-\$200	+ \$30
≥\$201	+ \$40

Non-resident fees for Household & Hazardous Waste \$80 per 100 pounds of HHW
 Non-resident fees for Electronic Waste \$20 per 100 pounds of electronic waste
 Non-resident fee for Senior Center \$50/year
 Transportation fees for the Melvin Knapp Senior Center \$2 round-trip
 Banner Installation Fee \$300
 Special Event Permit Fee \$50
 Deposits

	Deposit
Centennial Park Pavilions	\$50
Southdown Park Pavilion	\$50
Independence Park Large Pavilion	\$200
Independence Park Barbeque Shelter	\$100
Independence Park Swimming Pool	\$100
Gazebo at City Hall	\$50
Westside Event Center Meeting Room	\$140
Westside Event Center Banquet Hall	\$140
Community Center	\$140
Banner Installation	\$50

Indoor rental cleaning Fee \$180
 Administrative fee for rental cancellations \$25

Rental Fees

Outdoor

	Resident	Non-Resident
Centennial Park Pavilions	\$30/day	\$60/day
Southdown Park Pavilion	\$30/day	\$60/day
Independence Park Large Pavilion	\$130/day	\$200/day

Independence Park Barbeque Shelter	\$60/day	\$120/day
Independence Park Swimming Pool		
1-50 people	\$70/hr	\$100/hr
50-100 people	\$90/hr	\$120/hr
101-150 people	\$110/hr	\$140/hr
151-250 people	\$150/hr	\$180/hr
Gazebo at City Hall	\$30/day	\$60/day

Indoor

	Non-Profit	Resident	Non-Resident
Westside Event Center Meeting Room	\$50/hr	\$60/hr	\$70/hr
Westside Event Center Banquet Hall	\$60/hr	\$85/hr	\$95/hr
Community Center	\$37.50/hr	\$65/hr	\$85/hr

Recreation Center and Natatorium Membership Fees

Annual Membership with Contract

Initiation Fee, for all Recreation Center & Natatorium \$25

Category	Resident Rate	Non-Resident Rate
Adult	\$300	\$450390
<i>Additional person</i>	\$150	\$225195
Active Adult	\$210	\$315273
<i>Additional Active Adult</i>	\$100	\$150130
Household	\$600	\$900780
Natatorium Only		
Individual	\$200	\$300260
Household	\$400	\$600520

Monthly Membership without Contract

Category	Resident Rate	Non-Resident Rate
Adult	\$32	\$4841
Additional person	\$16	\$2422
Active Adult	\$22	\$3329
Additional Active Adult	\$11	\$1714
Household	\$63	\$9582

Natorium Only

Individual	\$21	\$3227
Household	\$42	\$6355

Recreation Center and Natorium Membership includes facilities, drop in child care, basic health and fitness classes

Natorium Only membership includes access to the natorium only

Trial Membership	30 days for \$30	(one-time per individual)
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Daily Fees

Individual	
18+ years of age	\$8
12-17 years of age	\$5
3-11 years of age	\$3
Family	\$12
Child care Organization	\$5 \$12

Formulas used

Non-resident	Resident rate +530%
Monthly fee	Annual /12+ 25%

Definitions

IndividualAdult	126-59 years old
Active Adult	60+ years old
Household	Up to 5 people residing in the same home
Additional Person	is an addition to an existing membership/fee. Must reside in the same house as primary
Child	3-115 years old
FamilyGroup	Limit of 5 people and maximum 2 adults

Locker Rentals \$100 per year or \$10 per month
(maximum rentals – 10 lockers in each locker room)

Recreation Center Rental Rates

- Entire Recreation Facility includes the following:

	<u>Non-Profit</u>	<u>Membership Rate</u>	<u>Resident (NM)</u>	<u>Nonresident (NM)</u>	
Entire Rec Facility	\$225/hour	\$450/hour	\$675/hour	\$900/hour	**Minimum 5 hours
One Full Court Hourly	\$40/hour	\$80/hour	\$120/hour	\$160/hour	**Minimum 3 hours
Daily	\$400/day	\$800/day	\$1,200/day	\$1,600/day	**Minimum 5 hours
Entire Gym Hourly	\$80/hour	\$160/hour	\$240/hour	\$320/hour	**Minimum 5 hours
Daily	\$800/day	\$1,600/day	\$2,400/day	\$3,200/day	**Minimum 5 hours
One Multipurpose/ Activity Room	\$33/hour	\$65/hour	\$98/hour	\$130/hour	**Minimum 3 hours
Entire Multipurpose/ Activity Room	\$65/hour	\$130/hour	\$195/hour	\$260/hour	**Minimum 3 hours

Kidz Korner, The Zone, Gymnasium, Multipurpose Room, Track, Activity Room,
Racquetball
Courts, 2nd floor café area.

- Day=12 hours
- For Non-athletic Events in the Gymnasium the following fees apply:
Floor Covering: \$100/court per day

Group Exercise Punch Cards

20 Punch Card \$50
10 Punch Card \$25

Natorium Rental Rates						
A. "Non-Athletic" Short Term Rental (Personal/Organizational Parties, Meetings, etc.)	Non-Profit/ School	Membership Rate	Resident (NM)	Non-Resident (NM)	Minimum # of Hours	Minimum # of Lanes
A short term rental is defined as a rental ranging from one hour to four (4) days in length.						
Warm Up Pool w/lifeguards	\$20/hour	\$40/hour	\$60/hour	\$80/hour	2	NA
Meeting Room (only)	\$15/hour	\$30/hour	\$45/hour	\$60/hour	2	NA
B. Athletic Short Term Rental (Swim/Dive Meets, Water Polo Tournaments, etc.)	Non-Profit/ School	Membership Rate	Resident	Non-Resident	Minimum # of Hours	Minimum # of Lanes
The Natorium is capable of multiple configurations based on the need of the individual/ organization renting the facility.						
50 Meter Pool + Warm Up Pool w/lifeguards	\$50/hour	NA	\$100/hour	\$150/hour	4	NA
50 Meter Pool w/lifeguards	\$38/hour	NA	\$76/hour	\$114/hour	4	NA
25yd/mt (8 to 10 lanes) Configuration w/lifeguards	\$25/hour	NA	\$50/hour	\$75/hour	4	NA
Diving Well Only w/ lifeguards	\$17/hour	NA	\$34/hour	\$51/hour	4	NA
C. Athletic Long Term Rentals (Swim/Dive Team Water Polo Practices, etc.)	Non-Profit/ School	Membership Rate	Resident	Non-Resident	Minimum # of Hours	Minimum/Maximum # of Lanes
A long-term rental is defined as a rental for practices or any continued event longer than four (4) days in length. A "per-lane participant limit" (10 participant per lane max) will be enforced.						
Warm Up Pool (only) w/lifeguards per lane	\$2.63/hour	NA	\$5.25/hour	\$7.88/hour	2 per day	1 to 4
50 Meter Pool + Warm Up Pool w/lifeguards per lane	\$7.50/hour	NA	\$15/hour	\$22.50/hour	2 per day	NA
50 Meter Pool Configuration w/lifeguards per lane	\$4.75/hour	NA	\$9.50/hour	\$14.25/hour	2 per day	2 to 6
25yd/mt Configuration w/lifeguards per lane	\$3.38/hour	NA	\$6.75/hour	\$10.13/hour	2 per day	4 to 12
Diving Well Only w/ lifeguards	\$13.50/hour	NA	\$27/hour	\$40.50/hour	2 per day	4
D. Special Event/Unique Situation Rentals						
Requests for use of Natorium space for events or activities that do not conform to one of the above categories will be considered a "Special Event." In this case there will be "case by case" consideration and negotiation with the potential renter.						
Membership rental rates will only be available for Short-Term Non-Athletic Rentals.						
Rental Formula = (base lane cost) x (number of lanes) x (number of hours) + (Cost of Lifeguards)						
Deposit: 25% of Base Rental Fee listed above						
Admission Fees for selected Athletic Events : Adult = \$3, Student = \$2, Children 7 - 12 = \$1.00, Children 0-6 = No Charge						

# of Participants	COP Security Fee (Paid directly to COP Security Officers at beginning of event)	COP Custodial Fee*	
Less than 75	No security required if no admission is charged. 1 @ \$30/hour when admission is charged	\$100 per day	\$50
75 - 250	No security required if no admission is charged. 1 @ \$30/hour when admission is charged	\$200 per day	\$50
251 - 500	2 @ \$30/hour	\$350 per day	\$100
501 - 1000	2 @ \$30/hour	\$450 per day	\$150
More than 1000	2 @ \$30/hour	\$600 per day	\$200
COP P&R Aquatics Supervision (CPO/AFO) Fee (500 + events only)			\$100 or \$250 per day
Timing System (One System) (If operator is included, then additional staff charges will apply)			\$150 per day
Timing System (Two Systems) (If operator is included, then additional staff charges will apply)			\$200 per day
Events Requiring 50-meter configuration will require an additional set-up fee			\$150
Special Note: 2 parking lot attendants are required for all events with an anticipated 500+ total attendance. Attendants are paid directly at \$15 per hour.			
* Custodial fee includes the additional cleaning supplies and inventory to support the rental as well as any staff needed to manage the cleaning of restrooms, trash, stands, etc.			
* For large rental/meets (over 500+) an additional "Extra Heavy Cleanup/Restoration Fee" of \$250 will be assessed.			

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New Business Item No. 4

4. **CONSIDERATION AND POSSIBLE ACTION – FIRST READING OF ORDINANCE NO. 1404-1**– AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AMENDING SECTION 18-11 OF CHAPTER 18; *MUNICIPAL COURT*, OF THE CITY OF PEARLAND CODE OF ORDINANCES AS IT APPLIES TO THE JUVENILE CASE MANAGER FEE; PROVIDING A REPEALING CLAUSE, A SAVING CLAUSE AND SEVERABILITY CLAUSE AND PROVIDING FOR CODIFICATION. *Mr. Bill Eisen, City Manager.*

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

AGENDA OF:	September 9, 2013	ITEM NO.:	Ordinance No. 1404-1
DATE SUBMITTED:	September 3, 2013	DEPT. OF ORIGIN:	Municipal Court
PREPARED BY:	Jennifer Huhn	PRESENTOR:	Bill Eisen
REVIEWED BY:	Jon R. Branson	REVIEW DATE:	September 3, 2013
SUBJECT: Juvenile Case Manager Fund Proposed Fee Changes			
EXHIBITS: Ordinance # 1404-1, SB1419 pages 1-2, Court Juvenile Management Fund Overview, court Juvenile Management Fund Revenues			
FUNDING:			
<input type="checkbox"/> Grant <input type="checkbox"/> Developer/Other <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Bonds To Be Sold <input type="checkbox"/> Bonds- Sold <input type="checkbox"/> L/P – Sold <input type="checkbox"/> L/P – To Be Sold			
EXPENDITURE REQUIRED: \$		AMOUNT BUDGETED: \$90,000	
AMOUNT AVAILABLE:		PROJECT NO.:	
ACCOUNT NO.:			
ADDITIONAL APPROPRIATION REQUIRED:			
ACCOUNT NO.:			
PROJECT NO.:			
To be completed by Department:			
Finance	Legal	Ordinance	Resolution

EXECUTIVE SUMMARY

BACKGROUND

In August 2009, City Council created the Juvenile Case Management Fund which is funded by a \$4 conviction fee. These funds are to be exclusively used to finance the salary and benefits of a Juvenile Case Manager. It is estimated the \$4 conviction fee will generate \$74,664 by the end of this fiscal year with a corresponding total expense of \$46,693 resulting in an increase to fund balance of \$27,971 and an estimated ending fund balance as of 9/30/2014 of \$62,878. The current fee of \$4 generates more than what is required for the use of these funds.

Effective September 1, 2013: Senate Bill 1419 adds Article 102.015 to the Code of Criminal Procedure establishing the Truancy Prevention and Diversion Fund as a dedicated account in the general revenue fund. The bill requires a person convicted in municipal or justice court of an offense, other than an offense relating to a pedestrian or the parking of a motor vehicle, to pay as a court cost \$2.00 in addition to other court costs, and establishes that, for purposes of the bill's provisions, a person is considered to have been convicted if a sentence is imposed or the defendant receives deferred disposition in the case.

S.B. 1419 requires the custodian of a county treasury or municipal treasury, as applicable, to keep records of the amount of funds on deposit collected under the bill's provisions. The bill requires such a custodian to send to the Comptroller of Public Accounts before the last day of the first month following each calendar quarter the funds collected during the preceding quarter, except that the custodian may retain 50 percent of the collected funds for the purpose of operating or establishing a juvenile case manager program, if the county or municipality has either (1) established or is (2) attempting to establish a juvenile case manager program.

The FY2014 budget proposes to reduce the conviction fee of \$4 to \$1 along with the \$1 we will get from the Truancy Prevention and Diversion Fund (TPDF) resulting in total revenue for FY 2014 of \$39,165. The total estimated expense for FY2014 is \$43,092 resulting in an ending fund balance for FY2014 of \$59,051.

SCOPE OF CONTRACT N/A

BID AND AWARD N/A

SCHEDULE

Reduce juvenile case manager conviction fee of \$4 to \$1 and create a Truancy fee of \$2.00 beginning October 1, 2013.

POLICY/GOAL CONSIDERATION N/A

CURRENT AND FUTURE FUNDING /FINANCIAL IMPACTS/DEBT SERVICE

By reducing the juvenile case manager conviction fee along with adding the Truancy Prevention and Diversion Fund (TPDF) the expenses will be more in line with the revenues received. Within a couple of years it is anticipated the revenues will align with the expenses due to additional court cases anticipated in the future. There is also a healthy fund balance that will sustain the fund until the revenues and the expenses even out.

O&M IMPACT INFORMATION

2013 Beginning Fund Balance:	\$34,907	
2013 Revenues	\$74,664*	\$4 conviction fee
2013 Expenditures	<u><\$46,693></u>	
2013 Ending Fund Balance	\$62,878	
2014 Beginning Fund Balance:	\$62,878	
2014 Revenues	\$39,265*	\$1 conviction fee along with TPDF
2014 Expenditures	<u><\$43,092></u>	
2014 Ending Fund Balance	\$59,051	

RECOMMENDED ACTION

Recommend approval of amending the Ordinance authorizing the collection from all Class "C" Misdemeanors (conviction fee) to go from \$4 to \$1 per conviction.

ORDINANCE NO. 1404-1

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AMENDING SECTION 18-11 OF CHAPTER 18; *MUNICIPAL COURT*, OF THE CITY OF PEARLAND CODE OF ORDINANCES AS IT APPLIES TO THE JUVENILE CASE MAGER FEEESTABLISHING A JUVENILE CASE MANAGER FUND, TO FUND CREATION OF A JUVENILE CASE MANAGER PROGRAM IN THE PEARLAND MUNICIPAL COURT OF RECORD; PROVIDING A REPEALING CLAUSE, A SAVING CLAUSE AND SEVERABILITY CLAUSE AND PROVINDING FOR CODIFICATION.

WHEREAS, in its 79th Regular Legislative Session, the Texas Legislature amended the Texas Code of Criminal Procedure, by adding a new Section 102.0174 thereto, which amendment authorizes municipalities, by ordinance, to create a "juvenile case manager fund" ("Fund") and require defendants convicted of 'fine-only misdemeanor offences' to pay a case manager fee not to exceed five dollars (\$5.00) into such Fund, as a cost of court, and providing the purposes for which the Fund may be used; and

WHEREAS, the City Council has implementedconsidered the implementation of such a Fund, related to the City's Municipal Court, and has determined that the Fund would benefits the operations of the Municipal Court, as well as the health, safety and welfare of the Pearland community at large, by providing the youth of the City with access to a juvenile case manager for the court.

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

SECTION 1. That Chapter 18; Municipal Court, of the City Code of Ordinances is hereby amended and shall read as follows:

“Sec. 18-11. Juvenile Case Manager Fee. There is hereby created a juvenile case manager fee, as authorized by Texas Code of Criminal Procedure Sections 102.0174 and 45.056, as amended by H.B. 1575, 79th

ORDINANCE NO. 1404-1

Tex. Leg. 2005. The Juvenile Case Manager Fee shall be onefour dollars (\$14.00).

1. Applicability

Except as otherwise provided in this Chapter, a defendant who is convicted of a "fine only misdemeanor offense" in Municipal Court shall pay the Juvenile Case Manager Fee established in Section 18-11 as a cost of court. For purposes of this section, a person is considered "convicted" of an offense if:

- (a) A sentence is imposed on the defendant by the Court; or
- (b) The defendant receives deferred disposition from the Court, including deferred proceedings under Article 45.052 or 45.053 of the Texas Code of Criminal Procedure.

The Municipal Court Judge may waive the Juvenile Case Manager Fee in cases of demonstrated financial hardship on the part of a convicted defendant if the defendant is indigent, has insufficient resources or income to pay the fee, or is otherwise unable to pay all or part of the underlying fine or costs.

2. Juvenile Case Manager Fund

(a) There is hereby created the "Juvenile Case Manager Fund." The Fund shall be administered by or under the direction of the City Council.

(b) All Juvenile Case Manager Fees collected by the Municipal Court shall be deposited into the Juvenile Case Manager Fund established hereunder.

(c) The Juvenile Case Management Fund may be used only to finance the salary and benefits of a juvenile case manager that is employed by the Municipal Court as authorized by Section 18-11 of this Code and Texas Code of Criminal Procedure, Article 45.056(a).

3. Juvenile Case Manager

The City Council hereby authorizes the Municipal Court to employ one or more full-time or part-time juvenile case managers to provide services in cases involving juvenile offenders before the Court consistent with the Court's statutory powers. "

ORDINANCE NO. 1404-1

SECTION 2. Savings. All rights and remedies which have accrued in favor of the City under this Chapter and amendments thereto shall be and are preserved for the benefit of the City.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid, unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 4. Repealer. All ordinances and parts of ordinances in conflict herewith are hereby repealed but only to the extent of such conflict.

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

PASSED and APPROVED ON FIRST READING this the _____ day of _____, A. D., 201309.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

ORDINANCE NO. 1404-1

DARRIN M. COKER
CITY ATTORNEY

PASSED and APPROVED ON SECOND AND FINAL READING this the _____
day of _____, A. D., 201309.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

its possession with respect to which the business entity has knowledge or has received notice that an order of expunction or an order of nondisclosure has been issued.

S.B. 1289 makes a business entity that publishes criminal record information in violation of the bill's provisions liable to the state for a civil penalty in an amount not to exceed \$500 for each separate violation and, in the case of a continuing violation, an amount not to exceed \$500 for each subsequent day on which the violation occurs. The bill authorizes the Attorney General or an appropriate prosecuting attorney to sue to collect such a civil penalty.

S.B. 1317

Subject: Authority of Retired Municipal Judges to Conduct Marriages; Expiration of Marriage License Effective: September 1, 2013

A judge or magistrate of a federal court of Texas and a judge of a municipal court are currently authorized to conduct a marriage ceremony. Interested parties contend that a person who is retired from either position should also be allowed to conduct a marriage ceremony. S.B. 1317 amends Section 2.202 of the Family Code to include a retired judge of a municipal court and a retired judge or magistrate of a federal court of Texas among the persons authorized to conduct a marriage ceremony.

TMCEC: It took 30 years for municipal judges to gain the authority to conduct weddings. Since September 1, 2009, thanks to the passage of S.B. 935 (81st Legislature), municipal judges have had that authority. The issue soon arose, however, as to a retired municipal judge's ability to conduct weddings.

Tex. Atty. Gen. Op. GA-0948 examined whether a retired judge or magistrate of a federal court was authorized to conduct a marriage ceremony, with the Attorney General ruling that the placement of the phrase "retired judge or justice of those courts" in Section 2.202 did not cover a federal judge. Under the same analysis, a retired municipal judge would be not authorized to conduct a marriage ceremony. See, Ryan Turner and Regan Metteauer, "Case Law and Attorney General Opinion Update: TMCEC Academic Year 2013," *The Recorder* (December 2012) at 21.

S.B. 1317 began as a bill to allow retired judges or magistrates of federal courts in Texas to conduct marriages; the inclusion of a retired municipal judge was tacked on by a Senate floor amendment. A retired judge is a former judge who is vested in the Judicial Retirement System of Texas Plan One or Two or who has an aggregate of at least 12 years of service as a judge or justice of any type of court listed in Subsection (a)(4) of Section 2.202. Interestingly, there was no opposition this go-round.

S.B. 1317 also amends Section 2.201 of the Family Code to provide that the marriage license expires on the 90th day after the license is issued, not the 31st day.

S.B. 1419

Subject: Juvenile Case Managers and Creation of the Truancy Prevention and Diversion Fund Effective: September 1, 2013

S.B. 1419 amends Article 45.056 of the Code of Criminal Procedure (Juvenile Case Managers) to expand the types of cases for which a juvenile case manager may be employed by a county court, justice court, municipal court, school district, juvenile probation department, or other appropriate governmental entity to include cases involving juvenile offenders referred to a court by a school administrator or designee for misconduct that would otherwise be within the court's statutory powers prior to a case being filed, and conditions the employment of such a juvenile case manager on the consent of the juvenile and the juvenile's parents or guardians. The bill authorizes a juvenile case manager employed by a county court, justice court, municipality, or municipal court to provide prevention services to a child considered at risk of entering the juvenile justice system and intervention services to juveniles engaged in misconduct prior to cases being filed, excluding traffic offenses.

S.B. 1419 adds Article 102.015 to the Code of Criminal Procedure establishing the Truancy Prevention and Diversion Fund as a dedicated account in the general revenue fund. The bill requires a person convicted in municipal or justice court of an offense, other than an offense relating to a pedestrian or the parking of a motor vehicle, to pay as a court cost \$2 in addition to other court costs, and establishes that, for purposes of the bill's provisions, a person is considered to have been convicted if a sentence is imposed or the defendant receives a deferred disposition in the case. The bill establishes that such court costs are collected in the same manner as other fines or costs and requires an officer collecting the costs to keep separate records of the funds collected as costs under the bill's provisions and to deposit the funds in the county treasury or municipal treasury, as applicable.

S.B. 1419 requires the custodian of a county treasury or municipal treasury, as applicable, to keep records of the amount of funds on deposit collected under the bill's provisions. The bill requires such a custodian to send to the Comptroller of Public Accounts before the last day of the first month following each calendar quarter the funds collected during the preceding quarter, except that the custodian may retain 50 percent of the collected funds for the purpose of operating or establishing a juvenile case manager program, if the county or municipality has either (1) established or is (2) attempting to establish a juvenile case manager program. The bill requires the custodian of the treasury, if no funds due as costs under the bill's provisions are deposited in a county treasury or municipal treasury in a calendar quarter, to file the report required for the quarter in the regular manner and to state that no funds were collected.

S.B. 1419 requires the Comptroller to deposit the funds received under the bill's provisions to the credit of the Truancy Prevention and Diversion Fund and authorizes the Legislature to appropriate money from the account only to the Criminal Justice Division of the Governor's Office for distribution to local governmental entities for truancy prevention and intervention services. The bill authorizes a local governmental entity to request funds from the Criminal Justice Division of the Governor's Office for providing truancy prevention and intervention services and authorizes the division to award the requested funds based on the availability of appropriated funds and subject to the application procedure and eligibility requirements specified by division rule. Funds collected under the bill's provisions are subject to audit by the Comptroller.

TMCEC: The amendment to Article 45.056 in Section 1 of S.B. 1419 is derived from S.B. 393 with a notable exception. The language in Article 45.056(c) attempts to further clarify what was already widely understood: local governments that enter into interlocal agreements jointly employ case managers for purposes of Chapters 102 of both the Code of Criminal Procedure and the Government Code. Because the amendments to Article 45.056(a) and (c) in S.B. 1419 received a final record vote three days after the final passage of S.B. 393, the language contained in S.B. 1419 controls.

Notably, the monies that local governments may retain under S.B. 1419 are in addition to those collected under Article 102.0174 of the Code of Criminal Procedure (Juvenile Case Manager Fund). However, unlike the local juvenile case manager fee, which can only be collected if the local government employs a juvenile case manager (see, S.B. 1489, 82nd Legislature, amending Article 102.0174(b), Code of Criminal Procedure), a local government may retain \$1.00 if it is attempting to establish a juvenile case manager program. Local governments that have no intention of establishing a juvenile case manager program send 100 percent of the costs collected to the Comptroller on a quarterly basis. It is worth repeating that all funds retained locally under the newly created Article 102.015 of the Code of Criminal Procedure are subject to audit by the Comptroller. Pursuant to Section 51.607 of the Government Code, cities will begin collecting this cost January 1, 2014.

Since 2001, when Article 45.056 first became law, the Governor's Office has had the authority to seek reimbursement for juvenile case managers. However, until now, with the creation of Section 103.034 of the Government Code (Truancy Prevention and Diversion Fund), there has been no state-based funding mechanism for the Governor's Office to make authorized awards to local governments. S.B. 1419 provides no definition for what constitutes "truancy prevention and intervention services." Notably, nothing in the S.B. 1419 expressly states that money must be awarded to local governments that employ juvenile case managers. Nevertheless, through interlocal

**COURT JUVENILE MANAGEMENT FUND - 23
REVENUES AND EXPENDITURES
FY 2014 PROPOSED BUDGET**

REVENUES

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 2012 Actual	FY 2013 Amended Budget	FY 2013 Year End Projection	FY 2014 Proposed Budget
023-0000-352.00-00	FINES & FORFEITURES	72,529	75,624	74,600	39,165
*MISCELLANEOUS		72,529	75,624	74,600	39,165
023-0000-356.00-00	INTEREST INCOME	25	65	64	100
*INTEREST		25	65	64	100
	TOTAL	72,554	75,689	74,664	39,265

EXPENDITURES

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 2012 Actual	FY 2013 Amended Budget	FY 2013 Year End Projection	FY 2014 Proposed Budget
023-1540-531.03-00	GENERAL LABOR	38,767	39,418	33,235	32,384
023-1540-531.09-00	OVERTIME	93	50	500	800
023-1540-531.10-00	LONGEVITY	740	788	788	196
023-1540-531.14-00	WORKERS' COMPENSATION	29	40	31	32
023-1540-531.15-00	SOCIAL SECURITY	2,684	3,075	2,646	2,553
023-1540-531.16-00	RETIREMENT	4,722	5,117	4,424	4,332
023-1540-531.17-00	GROUP INSURANCE	9,279	10,728	3,843	1,181
023-1540-531.19-00	STATE UNEMPLOYMENT	251	261	139	14
023-1540-531.23-00	SALARY ADJUSTMENT		229		
*SALARY & WAGES		56,565	59,706	45,606	41,492
023-1540-555.33-00	PROFESSIONAL DEVELOPMENT	110	500	300	600
023-1540-555.33-03	TRAVEL	373	1,000	787	1,000
*MISCELLANEOUS SERVICES		483	1,500	1,087	1,600
023-1540-556.99-00	TRANSFER TO MEDICAL FUND				
*INTERFUND TRANSFER					
	TOTAL	57,048	61,206	46,693	43,092

COURT JUVENILE MANAGEMENT FUND - 23
SUMMARY OF REVENUES, EXPENDITURES AND FUND BALANCE
FY 2014 PROPOSED BUDGET

OVERVIEW

The State of Texas has authorized the governing body of a municipality to collect a fee up to \$5 from each Class C misdemeanor conviction for the expenses related to the employment of a Juvenile Case Manager. Pursuant to the Texas Code of Criminal Procedure, Article 102.0174, revenues generated from this fee must be deposited into a special fund. This new fund began with the 2010 fiscal year, with a fee of \$4 for each conviction. In fiscal year 2014, the rate will decrease to \$2 per conviction. The revenues generated from this fee covers the cost of the Juvenile Case Manager. Fund Balance at 9/30/2014 is estimated to be \$59,000.

	FY 2012 Actual	FY 2013 Amended Budget	FY 2013 Year End Projection	FY 2014 Proposed Budget
REVENUES				
FINES & FORFEITURES	\$ 72,529	\$ 75,624	\$ 74,600	\$ 39,165
INTEREST INCOME	25	65	64	100
TOTAL	<u>72,554</u>	<u>75,689</u>	<u>74,664</u>	<u>39,265</u>
EXPENDITURES				
SALARY & WAGES	56,565	59,706	45,606	41,492
MISCELLANEOUS SERVICES	483	1,500	1,087	1,600
INTERFUND TRANSFER				
TOTAL	<u>57,048</u>	<u>61,206</u>	<u>46,693</u>	<u>43,092</u>
REVENUES OVER (UNDER) EXPENDITURES	<u>15,506</u>	<u>14,483</u>	<u>27,971</u>	<u>(3,827)</u>
FUND BALANCE - BEGINNING	19,401	34,907	34,907	62,878
FUND BALANCE - ENDING	<u>\$ 34,907</u>	<u>\$ 49,390</u>	<u>\$ 62,878</u>	<u>\$ 59,051</u>

New Business Item No. 5

5. **CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2013-139** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS REAPPOINTING DIRECTORS TO THE BOARD OF DIRECTORS OF THE PEARLAND MUNICIPAL MANAGEMENT DISTRICT NO. 1. *Mr. Darrin Coker, City Attorney.*

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

AGENDA OF: 9-9-13	ITEM NO.: Resolution No. R2013-139
DATE SUBMITTED: 8-27-13	DEPARTMENT OF ORIGIN: Administration
PREPARED BY: Darrin Coker	PRESENTOR: Darrin Coker
REVIEWED BY: Darrin Coker	REVIEW DATE: NA
SUBJECT: Municipal Management District #1	
EXHIBITS: R2013-139	
EXPENDITURE REQUIRED: AMOUNT AVAILABLE: ACCOUNT NO.:	AMOUNT BUDGETED: PROJECT NO.:
ADDITIONAL APPROPRIATION REQUIRED: ACCOUNT NO.: PROJECT NO.:	
To be completed by Department: <input type="checkbox"/> Finance <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution	

EXECUTIVE SUMMARY

As you may be aware, Municipal Management District No.1 ("District") was legislatively created in 2005. The legislation provides for the City to make appointments to the Board of Directors of the District, and the terms for certain current Board members expired at the end of June of 2013. The District recently approved a resolution requesting that the City Council reappoint Florida Dotson and Christian Corl to terms of office ending June 1, 2017. A brief description of each individual has been included in the supporting documentation for this item.

RESOLUTION NO. R2013-139

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS REAPPOINTING DIRECTORS TO THE BOARD OF DIRECTORS OF THE PEARLAND MUNICIPAL MANAGEMENT DISTRICT NO. 1.

WHEREAS, Pearland Municipal Management District No. 1 (the "District") was created by the Texas Legislature pursuant to Senate Bill No. 1913, codified as Chapter 3838, Texas Special District Local Laws Code (the "Act"); and

WHEREAS, Section 3838.052 of the Act provides that the City of Pearland shall appoint directors from persons recommended by the Board of Directors of the District; and

WHEREAS, Florida Dotson and Christian Corl have terms expiring June 1, 2013; and

WHEREAS, the District desires that the City Council of the City of Pearland, Texas reappoint Florida Dotson and Christian Corl to the Board of Directors of the District, to terms expiring June 1, 2017; NOW, THEREFORE,

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

Section 1. Florida Dotson and Christian Corl are hereby reappointed to the Board of Directors of the District, to terms expiring June 1, 2017.

PASSED, APPROVED and ADOPTED this the _____ day of _____,
A.D., 2013.

TOM REID
MAYOR

RESOLUTION NO. R2013-139

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

ALLEN BOONE HUMPHRIES ROBINSON LLP

ATTORNEYS AT LAW

PHOENIX TOWER
3200 SOUTHWEST FREEWAY
SUITE 2600
HOUSTON, TEXAS 77027
TEL (713) 860-6400
FAX (713) 860-6401
abhr.com

Direct Line: (713) 860-6490
Direct Fax: (713) 860-6690

jkrichardson@abhr.com

Jessica Richardson
Legal Assistant

July 25, 2013

VIA FEDERAL EXPRESS

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

Re: Pearland Municipal Management District No. 1

Dear Mayor Reid:

The legislation creating the Pearland Municipal Management District No. 1 (the "District") provides that the City will appoint the District's directors from persons recommended by the District's Board of Directors. Two current Board directors, Florida Dotson and Christian Corl, have terms expiring June 1, 2013, and have indicated their willingness to serve new terms. Accordingly I have enclosed the District's Resolution Requesting Appointment of Directors, for the City's consideration in taking action to appoint Ms. Dotson and Mr. Corl to new four-year terms. I have also enclosed brief bios of the directors.

Please do not hesitate to contact me with any questions or if you need additional information. Thank you for your consideration.

Sincerely,


Jessica Richardson
Legal Assistant

Enclosures

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, the undersigned officer of the Board of Directors of Pearland Municipal Management District No. 1, hereby certify as follows:

1. The Board of Directors of Pearland Municipal Management District No. 1 convened in regular session on the 25th day of April 2013, outside the boundaries of the District, and the roll was called of the members of the Board:

Pamela Crawford	President
Mike Rozell	Vice President
Florida Simon Dotson	Secretary
Christian Corl	Assistant Secretary
Erin Garcia	Asst. Vice President/Asst. Secretary

and all of said persons were present except Director(s) Crawford and Garcia, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting: a written

RESOLUTION REQUESTING APPOINTMENT OF DIRECTORS

was introduced for the consideration of the Board. It was then duly moved and seconded that the resolution be adopted, and, after due discussion, the motion, carrying with it the adoption of the resolution, prevailed and carried unanimously.

2. A true, full, and correct copy of the aforesaid resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; the action approving the resolution has been duly recorded in the Board's minutes of the meeting; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the Board as indicated therein; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid meeting, and that the resolution would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; the meeting was open to the public as required by law; and public notice of the time, place, and subject of the meeting was given as required by Chapter 551, Texas Government Code, and Section 49.063, Texas Water Code.

SIGNED AND SEALED the 25th day of April, 2013.

(SEAL)



432295

Florida Simon Dotson
Secretary, Board of Directors

RESOLUTION REQUESTING APPOINTMENT OF DIRECTORS

WHEREAS, the Pearland Municipal Management District No. 1 (the "District") was created by Senate Bill No. 1913, 79th Legislature, Regular Session, 2005, codified at Chapter 3838, Special District Local Laws Code; and

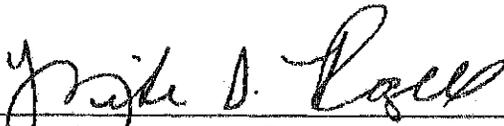
WHEREAS, Section 3838.052 of the Special District Local Laws Code provides that the City of Pearland shall appoint directors of the District from persons recommended by the Board of Directors of the District; and

WHEREAS, terms of office of current Directors Florida Simon Dotson and Christian Corl end June 1, 2013; and

WHEREAS, such Directors have requested to continue to serve as Directors of the District;

NOW THEREFORE, BE IT RESOLVED, that the District recommends that the City of Pearland reappoint Florida Simon Dotson and Christian Corl to serve new terms of office ending June 1, 2017.

Approved this 25th day of April, 2013.



President, Board of Directors

ATTEST:



Secretary, Board of Directors

(SEAL)



CHRISTIAN C. CORL

**2800 Broadway, C431
Pearland, Texas 77581
281-455-1944
corlsmt@gmail.com**

SUMMARY OF QUALIFICATIONS

More than 18 years of experience in the funeral industry, including management, training, marketing, community outreach, staffing, compliance, and budgeting. Extremely focused on maximizing efficiency with proven strengths in:

- Multi-site operations management
- OSHA regulatory compliance
- Federal Trade Commission compliance
- Budgeting and financial analysis
- Inventory Management
- Community outreach, service and grass roots marketing

PROFESSIONAL EXPERIENCE

2011 to Present

Funeral Director/Owner Corl's Mortuary Transport, Pearland, TX

Own and operate the mortuary transportation business including staff coordination, budgeting, payroll, manage funeral home when they are on vacation, coordinating transportation interstate and intrastate, marketing and community outreach.

2008 – 2011 Pearland Furniture, Pearland, TX

Manager

Manage retail store operations including staff, merchandising, inventory purchasing, inventory control, budgeting, payroll, employee and delivery schedules, marketing and community outreach.

2006 to Present Crowder Funeral Home, Pearland, TX

Funeral Director/Community Development Manager

2001 to 2006 Corl's Family Funeral Home, Pearland, TX

Owner

Owned and operated a funeral home in Pearland which was purchased from Service Corporation International (SCI). Handled entire operation from handling daily business to growth and development. Handled all operations including staffing, bookkeeping, management, maintenance operations, working with and counseling families, pre-arrangements, sales, marketing, and all aspects of community outreach. Increased business from previous facility of approximately 85 funerals per year to 140.

1994 to 2001 Service Corporation International, Houston , TX

Funeral Director/Assistant Manager/Manager

Worked for SCI while in college and immediately following. Handled operations at numerous locations was continually promoted based on performance and professional standards. Responsibilities included staffing, management, marketing, staff training which included a central training location as well as 10 other funeral homes and cemeteries in locations that spanned from southeast Houston to the Bay Area and Galveston.

1992 to 1994

Southwest Specialty Foods Houston , TX

Route Salesman

Handled route sales within the food service industry targeting clients that included major retail grocery stores. Increased sales in my territory by 50 percent.

1989 to 1992

International Trading Company Houston, TX

Started out after high school working in the warehouse, was promoted to assistant warehouse manager and then to a sales person.

EDUCATION

1994 Commonwealth Institute of Funeral Services

Houston, Texas

Received degree in mortuary sciences

1989 J. Frank Dobie High School

Houston, Texas

References available upon request

Florida S. Dotson

P.O. Box 84718
Pearland, Texas 77584

PROFESSIONAL EXPERIENCE

Texas Department of Transportation **Houston, Texas** **2012 - Present**
Utility Manager

- Assist to manage CDA projects, consultants and right of way processes
- Lead utility team and oversee the technical review of utility adjustment and real estate issues.
- Represent department in meetings to coordinate with developer, consultant and TxDOT personnel to evaluate and resolve challenging project technical and compliance issues.
- Implement and interpret department policies and develop practices impacting ROW activities and ensuring compliance with all applicable state and federal policies.
- Monitor construction and removal requirements, estimates and project schedules.
- Address and resolve conflicts as required to create, maintain and improve project coordination efforts.
- Identify and implement processes and procedures to improve process coordination, implementation and increase efficiency.

Pathway Consulting Services **Pearland, Texas** **1995 - Present**
Utility Consultant

- Provide utility project management services to coordinate the installation of power, natural gas and communication facilities in right-of-way and easements within new developments.
- Evaluate alternatives, interpret utility company policies and procedures, enforce timely construction completion, research issues, minimize construction costs and prepare reports.
- Assist in planning, identifying and acquiring necessary easements for utility installations.

Pathway Real Estate Advisors **Houston, Texas** **2002 - 2012**
Realtor / Broker

- Initiated and monitored commercial, residential and land acquisition, sales and lease transactions.
- Developed, reviewed and negotiated property offers and counter offers.
- Reviewed appraisals, land surveys and title documents for property transactions.

Enron Energy Services **Houston, Texas** **1997 - 1999**
Project Manager - Power

- Managed a client portfolio comprised of over 26 major Lucent Technologies sites nationwide, serving as primary contact for all functional areas of Enron.
- Negotiated contracts investigated and advised client regarding savings opportunities leading to contracts representing energy savings totaling \$5.4 million annually.

Houston Lighting and Power Co. **Houston, Texas** **1981 - 1995**
District Manager

- Directed the operation of one of the largest district offices to provide electric utility service within a four city area.
- Planned, scheduled and monitored district construction activities for residential, commercial and industrial customers to ensure compliance with company procedures and policies and meet customer requirements.
- Supervised project management, construction, customer service and bill payment center personnel developing and maintaining key relationships with developers, contractors and city officials.

EDUCATION

University of Texas at El Paso El Paso, Texas
Bachelor of Science in Electrical Engineering

LICENSES

Texas Real Estate Broker

Phone: (281)802-8286 • Fax: (281)997-8589 • Email: fsdotson@gmail.com

New Business Item No. 6

6. **CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2013-142 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, CONSENTING TO ASSIGNMENT OF CERTAIN AGREEMENTS BY SHS PARTNERS LTD. TO MERITAGE HOMES, LLC.**
Mr. Darrin Coker, City Attorney.

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

AGENDA OF: 9-9-13	ITEM NO.: Resolution No. R2013-142
DATE SUBMITTED: 8-27-13	DEPARTMENT OF ORIGIN:
PREPARED BY: Darrin Coker	PRESENTOR: Darrin Coker
REVIEWED BY: NA	REVIEW DATE: NA
SUBJECT: Assignment; Development Agreement/Oversize Agreement	
EXHIBITS: R2013-142	
EXPENDITURE REQUIRED: AMOUNT AVAILABLE: ACCOUNT NO.:	AMOUNT BUDGETED: PROJECT NO.:
ADDITIONAL APPROPRIATION REQUIRED: ACCOUNT NO.:	
PROJECT NO.:	
To be completed by Department:	
<input type="checkbox"/> Finance <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution	

EXECUTIVE SUMMARY

The City and the developer of Riverstone Ranch previously entered into a Development Agreement and Oversize Agreement (“Agreements”) that addressed the construction of roads and utilities in the vicinity of Riverstone Ranch. The developer plans to sell the property to Meritage Homes of Texas, and is seeking the City’s consent to the assignment of the developer’s obligation and rights under the Agreements. The primary component of the Development Agreement was the Hughes Road Extension which has been constructed. The Oversize Agreement requires the developer to build a wastewater collection system with larger size pipes at a deeper elevation to serve the City’s existing infrastructure and eliminate the need for Green Tee Lift Stations. The City does not object to the assignment of the Agreements to Meritage Homes.

RESOLUTION NO. R2013-142

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, CONSENTING TO ASSIGNMENT OF CERTAIN AGREEMENTS BY SHS PARTNERS LTD. TO MERITAGE HOMES, LLC.

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

Section 1. That certain Consent to Assignment attached hereto as Exhibit "A" and made a part hereof for all purposes, is hereby approved.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, A.D., 2013.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

ASSIGNMENT AND ASSUMPTION
AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment and Assumption") dated September ____, 2013, is entered into by and between SHS Partners, Ltd. ("Assignor"), and Meritage Homes of Texas, LLC, an Arizona limited liability company ("Assignee"):

RECITALS

- A. Reference is hereby made to that certain Development Agreement between Assignor and the City of Pearland ("City") dated March 27, 2006 as amended by Amendment to Development Agreement dated August 27, 2012 ("Development Agreement").
- B. Reference is hereby made to that certain Oversize Agreement between Assignor and City dated December 10, 2012 ("Oversize Agreement").
- C. That the Development Agreement and Oversize Agreement referenced herein shall collectively be referred to as the Contracts.
- D. Assignor desires to assign to Assignee, all of Assignor's right, title and interest, to and under the Contracts, and Assignee desires to accept the assignment thereof and assume Assignor's obligations thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Assignment and Assumption; Assumption.

1.1 Assignment. Assignor hereby transfers, assigns and conveys all of Assignor's rights, interest, liabilities and obligations in and to the Contracts. Immediately upon execution of this Agreement, Assignor agrees to provide Assignee copies of the plans, specifications and bids that Assignor obtained pursuant to the Contract.

1.2 Assumption. Assignee hereby assumes all of the terms and provisions under the Contracts, and all of Assignor's obligations under the Contracts arising after the date hereof and agrees fully and faithfully to pay, perform and discharge, as and when payment, performance and discharge are due, all of Assignor's obligations under the Contracts arising after the date hereof.

1.3 This Assignment and Assumption shall be binding on and inure to the benefit of Assignor and Assignee and their respective heirs, executors, administrators, successors in interest and permitted assigns.

2. Counterparts. This Assignment and Assumption may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption as of the day and year first above written.

“ASSIGNOR”

SHS PARTNERS, LTD.,
a Texas limited partnership

By: SHS Land Company, LLC,
its general partner

By: Texas HFRE Management, LLP,
its manager

By: _____
James R. Holcomb,
authorized partner

By: RPDC, Inc., a Texas corporation,
its manager

By: _____
John Santasiero, President

“ASSIGNEE”

Meritage Homes of Texas, LLC,
an Arizona limited liability company

By: _____

Its: _____

APPROVED:

City of Pearland

By: _____
City Manager

COATS | ROSE

A Professional Corporation

JOHN G. CANNON

jcannon@coatsrose.com
Direct Dial
(713) 653-5735
Direct Fax
(713) 890-3958

August 20, 2013

NOTICE OF ASSIGNMENT AND REQUEST FOR CONSENT

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

City Attorney
City of Pearland
3519 Liberty Drive
Pearland, Texas 77581

Re: Development Agreement between SHS Partners, Ltd. and the City of Pearland dated March 27, 2006 as amended by Amendment to Development Agreement dated August 27, 2012 (the "Development Agreement")

Oversize Agreement between SHS Partners, Ltd. and the City of Pearland dated December 10, 2012 (the "Oversize Agreement")

Dear Sirs and/or Madams:

This firm represents SHS Partners, Ltd. ("SHS") in connection with the two referenced agreements (the "Agreements"). SHS anticipates conveying the land to be benefitted by the Agreements to Meritage Homes of Texas, LLC ("Meritage"), and in connection therewith anticipates assigning its rights under the Agreements to Meritage which will assume SHS's obligations under the Agreements.

Section 6.8 of the Development Agreement states that SHS may assign its rights by first giving notice to the City and acknowledgement of such assignment by Meritage.

Section 9 of the Oversize Agreement requires the City's consent to an assignment but provide that the City will consent to an assignment to Meritage.

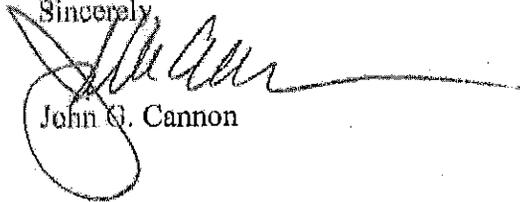
3 East Greenway Plaza, Suite 2000 Houston, Texas 77046-0307
Phone: 713-651-0111 Fax: 713-651-0220
Web: www.coatsrose.com

August 20, 2013
Page 2

We request that the City consent to the assignment by SHS of its rights under the Agreements to Meritage, and to the assumption by Meritage of SHS's obligations under the Agreements.

Thank you in advance for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "John G. Cannon", written over a circular stamp or mark.

John G. Cannon

Consented To:

City of Pearland

By: _____

Its: _____

Date: _____

**AMENDMENT TO
DEVELOPMENT AGREEMENT**

This Amendment (hereinafter "Amendment") is made between the **CITY OF PEARLAND** (hereinafter "City"), **SHS Partners, Ltd.**, a Texas limited partnership (hereinafter "SHS") and **Stoneriver Capital, LLC**, a Texas limited liability company (hereinafter, the "Developer") to amend that certain Development Agreement dated March 27, 2006 (the "Contract") between the City and SHS.

1. **Amended Terms.** The City, SHS and the Developer hereby agree that the Contract is amended as follows:
 - A. **Stoneriver Capital, LLC.** The land adjacent to the Hughes Road Extension has been acquired by the Developer, and the Developer hereby assumes the obligations of SHS with respect to the construction of the Hughes Road Extension and related improvements. Accordingly, the Developer, not SHS, shall be responsible to fulfill all of SHS's obligations to construct the Hughes Road Extension under the Contract as amended hereby.
 - B. **Section 4.4 b).** The Developer agrees to design and construct the Hughes Road Extension B, which will be constructed as a two-lane half-boulevard road, with appropriate landscaping, storm sewer, irrigation and lighting. The landscaping and irrigation components referenced herein do not have to be constructed simultaneous to the road construction, but instead may be constructed within 120 days of the City's approval of the final plat for the first phase of development of Developer's Property located in the City (excluding any plat of Hughes Road). Acknowledging the critical relationship between the construction of Hughes Road Extension A (previously constructed by City) and Hughes Road Extension B, Developer agrees to complete construction of Hughes Road Extension B on or before February 1, 2013 ("Construction Date").
 - C. **Section 4.4 d).** The City agrees to design Hughes Road Extension C and Developer agrees to construct Hughes Road Extension C, which will be constructed as a two-lane half-boulevard road, with appropriate landscaping, storm sewer, irrigation and lighting. Developer agrees to construct Hughes Road Extensions B and C (collectively the "Improvements") at the same time and complete construction of the Improvements on or before the Construction Date. City agrees to pay its portion of the estimated construction costs for the Improvements as more accurately described in **Exhibit "A"** attached hereto.
 - a. Developer has hired engineers to design Hughes Road Extension B and City shall hire engineers to design Hughes Road Extension C. Developer agrees to construct and manage the construction of the Improvements. Developer agrees that the City will not be charged a fee for management services provided by Developer. Within 30 days following the execution of this Amendment,

Developer shall convey or dedicate to the City all of the right-of-way necessary for the completion of Hughes Road Extension B.

- b. Upon the approval of the plans by the City, Developer's engineers will obtain competitive line item bids in accordance with Local Government Code Chapter 252 for the construction of the Improvements in accordance with the plans within 60 days after the City's approval and signature on said plans. Developer and the City will review the bids and Developer, subject to the acquisition of any required right-of-way by City, shall award a contract to the successful bidder within ninety (90) days following approval of the plans of the Improvements by the City, 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.
 - c. Following award of the bid by Developer, Developer shall enter into a contract to construct said Improvements and issue a Notice to Proceed to the contractor within 15 days after award of the bid. The contract shall require the contractor to complete the Improvements within 120 calendar days. Developer's engineer shall monitor the progress and workmanship of the contractor and cause the contract to be administered so that the Improvements are completed as contemplated by this Agreement. Developer shall cause the City to be named as an additional obligee under any performance bond obtained by Developer to secure the construction of the Improvements.
 - d. Developer shall monthly, on a date agreed upon by the City and Developer, submit, to the City, invoices submitted to the Developer by the engineers and contractors selected to design and construct the Improvements. Developer shall, prior to submitting any invoice covered by this Agreement, review and approve the invoice for payment and City shall make payment for its portion directly to the engineer and/or contractor in accordance with Exhibit "B" in a timely manner.
2. **Contract to Remain in Force.** Other than the provisions of the Contract expressly amended herein, the Contract shall remain in full force and its enforceability shall be unaffected by this Amendment.

EXECUTED and EFFECTIVE as of the 27th day of August, 2012.

CITY:

By:



Bill Eisen
City Manager

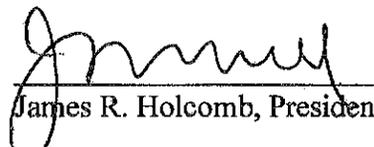
SHS:

SHS Partners, Ltd.,
a Texas limited partnership

By: SHS Land Company, LLC,
its general partner

By: Holcomb Land Service Corp.,
its manager

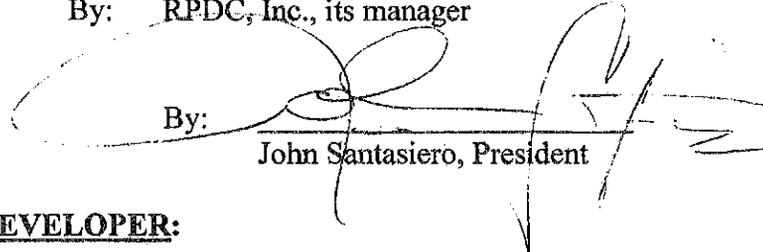
By:



James R. Holcomb, President

By: RPDC, Inc., its manager

By:



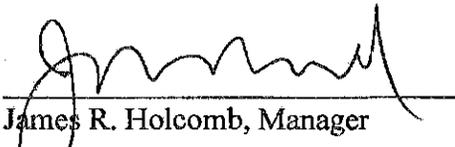
John Santasiero, President

DEVELOPER:

Stoneriver Capital, LLC,
a Texas limited liability company

By: HLDL Management, LLC,
its manager

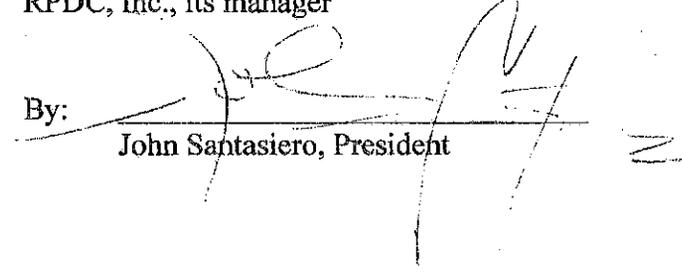
By:



James R. Holcomb, Manager

By: RPDC, Inc., its manager

By:



John Santasiero, President

Exhibit "A" to Amendment to Development Agreement

ENGINEER'S PROBABLE ESTIMATE FOR:

Hughes Road Phase II

4-Jun-12

LJA Engineering, Inc

FRN-F-1386

	COPL Portion	Stoneriver Portion	TOTAL
Lindsey Construction - Offsite Ditch and Detention	\$43,182.15	\$182,076.85	\$225,259.00
Lindsey Construction -Drainage Facilities and SWPP Items	\$59,049.96	\$191,770.04	\$250,820.00
Jaho, Inc.- Paving and Appurtenances	\$111,290.60	\$414,824.55	\$526,115.15
Subtotal	\$213,522.71	\$788,671.44	\$1,002,194.15
Engineering	\$35,063.00	\$159,852.00	\$194,915.00
Materials Testing (2%)	\$4,270.45	\$15,773.43	\$20,043.88
Total	\$252,856.17	\$964,296.87	\$1,217,153.03



[Handwritten signature]
6/4/12

1 of 4

**ENGINEER'S PROBABLE ESTIMATE FOR:
CONSTRUCTION OF OFFSITE DITCH AND DETENTION
TO SERVE HUGHES ROAD Phase II**

21-May-12
City of Pearland, Harris County Texas
JOB NO. 1994-5016

LJA Engineering, Inc

		QTY	UNIT COST	TOTAL COST	
OFFSITE DITCH AND DETENTION					
1.	AREA NO. 1 - DRAINAGE CHANNEL PREPARATION, INCLUDES MOWING AND STRIPPING, COMPLETE IN PLACE	LF	\$2,800.00	\$4.00	\$10,400.00
2.	AREA NO. 2 - CLEARING & GRUBBING, MOWING AND STRIPPING, INCLUDES GRIND, HAUL, AND STOCKPILE SUITABLE CHIPPINGS TO LOCATIONS ON SITE OR DISPOSAL OF MATERIAL OFF SITE, COMPLETE IN PLACE	AC	\$8.37	\$4,200.00	\$35,154.00
3.	AREA NO. 3 - HUGHES ROAD ROW PREPARATION, INCLUDES CLEARING & GRUBBING, MOWING AND STRIPPING, INCLUDES GRIND, HAUL AND STOCKPILE SUITABLE CHIPPINGS TO LOCATIONS ON SITE OR DISPOSAL OF MATERIAL OFF SITE, COMPLETE IN PLACE	AC	\$8.05	\$4,200.00	\$33,810.00
4.	AREA NO. 4 - ALTERNATE FILL AREA - CLEARING & GRUBBING, MOWING AND STRIPPING, INCLUDES GRIND,	AC	\$8.08	\$4,200.00	\$33,936.00
5.	DETENTION EXCAVATION, HAUL TO HUGHES ROAD ROW (AREA NO. 3), PLACEMENT AND COMPACTION, COMPLETE IN PLACE	CY	\$9,600.00	\$4.00	\$38,400.00
6.	DETENTION AND DEMUCKING EXCAVATION, HAUL TO ALTERNATE FILL AREA (AREA NO. 4), PLACEMENT AND COMPACTION, COMPLETE IN PLACE	CY	\$2,950.00	\$4.00	\$11,800.00
7.	MITIGATION AND DEMUCKING EXCAVATION, HAUL TO ALTERNATE FILL AREA (AREA NO. 4), PLACEMENT AND COMPACTION, COMPLETE IN PLACE	CY	\$5,936.00	\$4.00	\$23,744.00
8.	HYDROMULCH SEEDING, COMPLETE IN PLACE	AC	\$9.00	\$2,200.00	\$19,800.00
9.	BROADCAST SEEDING, COMPLETE IN PLACE	AC	\$9.00	\$800.00	\$7,200.00
10.	18" CONCRETE RIP-RAP, COMPLETE IN PLACE	SY	\$167.00	\$45.00	\$7,515.00
11.	REMOVE AND REPLACE (LOWER) 2" - 12" PVC RESTRICTOR PIPES (TO BE USED ONLY AS DIRECTED BY THE ENGINEER), COMPLETE IN PLACE	LS	\$1.00	\$3,500.00	\$3,500.00
SUBTOTAL DRAINAGE FACILITIES				\$225,259.00	
TOTAL OFFSITE DITCH AND DETENTION				\$225,259.00	
SHS Portion (2,159.40 feet)		89.23%	\$182,076.85		
COPL Portion (512 feet)		19.17%	\$43,182.15		

ENGINEER'S PROBABLE ESTIMATE FOR:
 CONSTRUCTION OF PAVING AND APPURTENANCES
TO SERVE HUGHES ROAD EXTENSION
 CITY OF PEARLAND
 HARRIS COUNTY, TEXAS
 JOB NO. 1994-5016
 31-May-12

ITEM	DESCRIPTION	UNIT	QTY	Jaho, Inc.		Segment B		Segment C	
				UNIT COST	TOTAL COST	quantity	Cost	quantity	Cost
PAVING AND APPURTENANCES									
1.	10" REINFORCED CONCRETE PAVEMENT, COMPLETE IN PLACE	SY	7420	\$44.25	\$328,335.00	5998	\$265,411.50	1422	\$62,923.50
2.	7" REINFORCED CONCRETE PAVEMENT, COMPLETE IN PLACE	SY	365	\$37.10	\$13,541.50	145	\$5,379.50	220	\$8,162.00
3.	8" REINFORCED CONCRETE CURB, COMPLETE IN PLACE	LF	5343	\$2.25	\$12,021.75	4319	\$9,717.75	1024	\$2,304.00
4.	8" LIME STABILIZED SUB-GRADE (MANIPULATION), COMPLETE IN PLACE	SY	8379	\$1.25	\$10,473.75	6623	\$8,278.75	1756	\$2,195.00
5.	HYDRATED LIME FOR 8" STABILIZED SUB-GRADE, (44 LBS/SY), COMPLETE IN PLACE	TON	185	\$163.00	\$30,155.00	145	\$23,798.00	39	\$6,357.00
6.	ROADWAY EXCAVATION, COMPLETE IN PLACE	CY	1180	\$5.60	\$6,844.00	660	\$3,828.00	520	\$3,016.00
7.	PERMANENT TRAFFIC CONTROL AND SIGNS, COMPLETE IN PLACE	EA	5	\$410.00	\$2,050.00	3	\$1,230.00	2	\$820.00
8.	TYPE II-A-A TRAFFIC MARKERS, COMPLETE IN PLACE	EA	118	\$5.30	\$625.40	36	\$190.80	82	\$434.60
9.	TRAFFIC STRIPING, 4" SOLID YELLOW THERMOPLASTIC, COMPLETE IN PLACE	LF	6204	\$0.80	\$3,722.40	4596	\$2,757.60	1608	\$964.80
10.	TRAFFIC STRIPING, 24" SOLID YELLOW THERMOPLASTIC, COMPLETE IN PLACE	LF	400	\$5.80	\$2,320.00	90	\$522.00	310	\$1,798.00
11.	TRAFFIC STRIPING, 8" SOLID WHITE THERMOPLASTIC, COMPLETE IN PLACE	LF	345	\$1.20	\$414.00			345	\$414.00
12.	8" PVC SCHEDULE 40 SLEEVES WITH CEMENT STABILIZED SAND BACKFILL, COMPLETE IN PLACE	LF	280	\$41.00	\$11,890.00	232	\$9,512.00	58	\$2,378.00
13.	REMOVE EXISTING BARRICADES, COMPLETE IN PLACE	EA	3	\$120.00	\$360.00	1	\$120.00	2	\$240.00
14.	BARB WIRE FENCE, 5 STRAND, COMPLETE IN PLACE	LF	2971	\$8.10	\$18,123.10	2459	\$14,999.90	512	\$3,123.20
15.	14-FOOT GALVANIZED STEEL RANCH GATE, COMPLETE IN PLACE	EA	1	\$870.00	\$870.00	1	\$870.00	0	\$0.00
16.	STREET LIGHTS - 2" CONDUIT WITH STUB-UPS FOR STREET LIGHTS AND PULL BOXES, COMPLETE IN PLACE	LF	2871	\$11.25	\$30,048.75	2159	\$24,288.75	512	\$5,760.00
17.	4" THICK REINFORCED CONCRETE SIDEWALK, COMPLETE IN PLACE	SY	1781	\$30.50	\$54,320.50	1440	\$43,920.00	341	\$10,400.50
SUBTOTAL PAVING AND APPURTENANCES ITEMS					\$526,115.15				
TOTAL COST OF PAVING						\$526,115.15	\$414,824.55	\$111,290.60	

Exhibit "B" to Amendment to Development Agreement

RESOLUTION NO. R2006-43

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 SHS PARTNERS.

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

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

Section 2. That the City Manager or his designee is hereby authorized to execute and the City Secretary to attest an Agreement with SHS Partners.

PASSED, APPROVED and ADOPTED this the 27th day of March,
A.D., 2006.



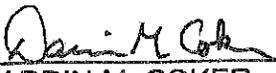
TOM REID
MAYOR

ATTEST:



YOUNG LORFING, TCMC
CITY SECRETARY

APPROVED AS TO FORM:



DARRIN M. COKER
CITY ATTORNEY

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of 3/27, 2006, by and between the CITY OF PEARLAND, TEXAS, a home rule municipality located in the counties of Brazoria, Harris, and Fort Bend, Texas (the "City"), and SHS Partners, Ltd. (the "Developer"), or its assigns, represented herein by its undersigned, duly authorized general partner.

RECITALS

- A. Capitalized terms used in these recitals are defined in Article I, below.
- B. The property is currently within the corporate limits of the City. Developer desires to petition the City for consent to the annexation of the Property into MUD No. 28. The Developer and the City also intend to create a PUD or CDP over the Property.
- C. The Developer is the holder of the right to acquire and develop 300 acres within the Property. The Developer currently intends to develop and improve, in various phases, all or a portion of the Property as a planned residential, institutional, community, neighborhood services, and other uses permitted in conformance with the PUD or CDP.
- D. To facilitate the development of the Property, the City and Developer have agreed to take certain actions and to construct, or cause to be constructed various public improvements.
- E. This Agreement has been submitted to the City for consideration and review, and the City has taken all actions required to be taken prior to the execution of this Agreement to make the same binding upon the City according to the terms hereof.
- F. The Property is located within the Pasadena Independent School District and the San Jacinto Community College District. Ownership of the Property is currently fragmented into 124 separate parcels with 29 separate owners. The Property has a taxable value of approximately \$700,000 and is inadequately served by transportation, utility, and drainage facilities. Consequently, the highest and best use for the Property can not be attained in its current condition and situation.
- G. The current RE zoning of the Property would allow approximately 1,170 single-family homes. The intended R1-PUD or R1-CDP would allow up to 1,968 single-family homes on the Property. The intention of the Parties is to limit the number of single-family homes to 1,200 if the College locates on the Property or to 1,600 if the College does not locate on the Property.

3/20/06

- H. The park dedication requirements for the Project will be 12 acres if 1,200 lots are platted and 16 acres if 1,600 lots are platted on the Property. In addition to open space and recreation areas within the residential sections of the Property, Developer intends to acquire and convey to the City property within the Clear Creek Greenbelt to satisfy the public park dedication requirements.
- I. The City, after due and careful consideration, has concluded that the development of the Property as provided for herein will further the growth of the City, improve the environment of the City, increase the assessed valuation of the real estate situated within the City, foster increased economic activity within the City, increase employment opportunities within the City, and upgrade public infrastructure within the City.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficient of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I.

DEFINITIONS; INCORPORATION OF RECITALS

1.1 Definitions. Capitalized terms used herein, including the recitals hereto, shall have the meanings set forth in this section, unless otherwise defined, or unless the context clearly requires another definition.

CDP means Cluster Development Plan with underlying R-1 zoning for the Property adopted pursuant to the City of Pearland Unified Development Code.

City means the City of Pearland, Texas, a home rule municipality located in the counties of Brazoria, Harris, and Fort Bend, Texas.

Clear Creek Greenbelt means the portion of the Property generally within the Tropical Storm Allison Recovery Project (TSARP) 100-year flood plain.

College means the San Jacinto Community College.

College Hughes Road Investment means the investment in Hughes Road made by the College in consideration of the donation of property by the Developer to the College.

Commitment Period means the 18-month period beginning on the effective date of this Agreement during which the Parties have certain obligations as described in

Section 4.3. The Commitment Period may be extended only by mutual consent of the Parties.

Developer means SHS Partners, Ltd.

Donation Property means the minimum of seventy (70) acres, but up to one hundred (100) acres within the Project contemplated to be donated by Developer to College.

Hughes Road Extension A means that portion of Hughes Road to be constructed from Pearland Parkway to the north line of the Clear Creek Greenbelt as shown in **Exhibit B**.

Hughes Road Extension B means that portion of Hughes Road to be constructed adjacent to the Riverstone Ranch subdivision within the Property as shown in **Exhibit B**.

Hughes Road Extension C means that portion of Hughes Road to be constructed from the north line of the Riverstone Ranch subdivision within the Property to the existing termination of Hughes Road as shown in **Exhibit B**.

Hughes Road Initial Investment means the cost attributable to each Party for their respective segment of Hughes Road prior to any increases or deductions due to the reimbursement described in Section 4.4.

MUD No. 28 means Brazoria County Municipal Utility District No. 28, which has been created under Article XVI, Section 59 of the Texas Constitution and operated under Chapters 54 and 49 of the Texas Water Code, as amended.

Party or Parties means all or any of the City and the Developer, as applicable.

Project means the real estate development planned for the Property, as more fully described in **Paragraph C** of the recital hereto.

Property means the approximately 643-acre tract legally described in **Exhibit A** attached hereto and made a part hereof.

PUD means a Planned Unit Development with underlying R-1 zoning for the Property adopted pursuant to the City of Pearland Unified Development Code.

TCEQ means the Texas Commission on Environmental Quality.

1.2 Recitals incorporated. The representations, covenants and recitations set forth in the recitals to this Agreement are material to this Agreement and are hereby

found and agreed to be true and correct, and are incorporated into and made a part hereof as though they were fully set forth in this article.

ARTICLE II.

COOPERATION

Actions of the parties. The parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the City's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

ARTICLE III.

EFFECTIVENESS OF AGREEMENT

This Agreement shall become effective from and after its approval and execution by both parties.

ARTICLE IV.

DEVELOPMENT AND USE OF THE PROPERTY AND CONSTRUCTION OF IMPROVEMENTS

4.1 City's obligations.

a) The City intends to take the following actions, and agrees to use its best efforts to do so:

- (i.) Consent to the annexation of the Property into MUD No. 28 or a future in-city MUD to be created pursuant to City requirements;
- (ii.) Create a PUD or CDP over the Property which will provide the appropriate zoning for single family residential, institutional, and community uses;
- (iii.) Commit to provide the water supply and wastewater treatment capacity ultimately required by the Project. The City may choose, by paying the proportionate costs, to oversize any water or sewer lines constructed by Developer. Approval of the preliminary plat for the Property, or portions of the Property, will formalize such commitment. City approval of the preliminary plat binds the City to an ultimate commitment of water and wastewater capacity to serve the Project which is expected to include up to 1,600 equivalent single family

connections to serve the residential uses and 160 equivalent single family connections to serve the College;

- (iv.) Provide annual water and wastewater capacity as required by the Project and as shown on the Developer's projected annual build-out schedules;
- (v.) Work with the Developer to obtain all necessary approvals, permits and consents from Brazoria and Harris Counties with respect to the improvements, and other matters necessary to the development of the Project.
- (vi.) Accept land dedication, as described in Section 4.2(a)(iv), in lieu of payment of fees to satisfy the park dedication requirements for the Project.

4.2 Developer's obligations.

a) The Developer intends to take the following actions, and agrees to use its best efforts to do so:

- (i.) Petition MUD No. 28 for annexation of the Property into its boundaries
- (ii.) Prepare and implement the PUD or CDP, including the adoption of deed restrictions and other restrictive covenants consistent with the PUD or CDP and relevant City regulation;
- (iii.) Oversee and construct neighborhood improvements and amenities, such as water, sanitary sewer (initial extension from the vicinity of Pearland Parkway and Clear Creek Park subdivision) and drainage facilities and payment of impact fees to the City;
- (iv.) Acquire property within the Clear Creek Greenbelt to be dedicated to the City for public park purposes. If the conditions of Section 4.3 are satisfied during the Commitment Period, Developer will acquire 12 acres; if the conditions of Section 4.3 are not satisfied during the Commitment Period, Developer will acquire 35 acres. Consistent with City policy, such acreage will be in an accessible location determined by mutual consent of the Parties and will be included within the allowable area on which PUD or CDP densities are calculated;
- (v.) Advertise and market the Project;
- (vi.) Pay property taxes on the portion of the Property that is owned by the Developer;

- (vii.) Maintain the portion of the Property that is owned by the Developer;
- (viii.) Construct the Project and pay associated land planning, legal architectural, engineering, surveying, and design expenses associated with the Project;
- (ix.) Provide the City with projected annual build-out schedules for the purpose of providing water and wastewater capacity to the Project;
- (x.) Provide to the City those documents necessary to coordinate the development of the Project, including documents which detail time lines and construction schedules and marketing information;
- (xi.) Plat the Property in a way that prohibits the connection of any streets within the Project to streets located in the Green Tee Subdivision;
- (xii.) Construct drainage improvements in accordance with City rules and regulations in a way that redirects the existing flow of Spring Gully away from the Green Tee Subdivision as shown in Exhibit B. Developer may use a portion, not to exceed 50 acres, of the Clear Creek Greenbelt to meet the detention requirements of the Project. The location of such detention facility shall be determined by mutual consent of the Parties. The Developer shall be responsible for any costs related to the acquisition of property for and development of Developer detention facilities within the Clear Creek Greenbelt;

4.3 Developer and City Obligations relating to the College.

- a) The Developer agrees to reserve the Donation Property during the Commitment Period. Developer's conveyance of the Donation Property to College shall be contingent upon College's investment of a minimum \$1,500,000 in the Hughes Road Extension A and Hughes Road Extension B (the "College Hughes Road Investment").
- b) During the Commitment Period, the Developer agrees to negotiate in good faith with College to reach agreement on the terms and conditions of the conveyance of the Donation Property including, but not limited to location, land planning coordination, water, sewer, drainage and detention cost allocations, and construction phasing. Additionally, the agreement between Developer and College shall provide for 1) College to accept the Donation Property and complete construction on an educational facility on the Donation Property within five years of the date of this Agreement; and 2) the Donation Property to revert to Developer if

such construction has not commenced five years from the date of this Agreement.

- c) During the Commitment Period, the City agrees to negotiate in good faith with College and other persons or agencies as required to secure College's commitment to accept the Donation Property and construct an educational facility on the Donation Property.
- d) If the conditions of this section have been satisfied prior to expiration of the Commitment Period, residential density within the PUD or CDP shall comply with the City's Unified Development Code, but in no case exceed 1,200 single-family residences on the Property.
- e) If the conditions of this section have not been satisfied prior to expiration of the Commitment Period, residential density within the PUD or CDP shall comply with the City's Unified Development Code, but in no case exceed 1,600 single-family residences on the Property.
- f) As more fully described in Article II of this Agreement, during the Commitment Period, the City shall accept, process, and take action on development permit applications including but not limited to zoning applications, the PUD or CDP, subdivision plats, construction plans, or building permit applications necessary to implement the terms, provisions and intent of this Agreement.

4.4 Developer and City Obligations relating to the construction of Hughes Road.

- a) The City agrees to design and construct the Hughes Road Extension A, which will be constructed as a two-lane half-boulevard road, with appropriate landscaping, irrigation and lighting, and shall be constructed in a timeframe agreeable to the City and the Developer. Acknowledging the critical relationship between the completion of the Hughes Road Extension A, the City agrees to use its best efforts to complete construction of the Hughes Road Extension A as soon as practicable, but in no case later than two years from the date of this Agreement;
- b) The Developer agrees to design and construct the Hughes Road Extension B, which will be constructed as a two-lane half-boulevard road, with appropriate landscaping, irrigation and lighting, and shall be constructed in a timeframe agreeable to the City and the Developer. Acknowledging the critical relationship between the completion of the Hughes Road Extension B, the Developer agrees to use its best efforts to complete construction of the Hughes Road Extension B as soon as practicable, but in no case later than the latter of two years from the date of this Agreement or six months following the completion of Hughes road Extension A;
- c) The College Hughes Road Investment shall be used to reduce each Party's obligations in proportion to each Party's Hughes Road Initial Investment.

d) Developer and City will cooperate to secure additional sources of funding for construction the Hughes Road Extension C, but neither party shall have any financial obligation for construction of this road segment;

e) The Obligation of the City described in this Section 4.4 shall be paid from lawfully available funds that may be currently available in the budget year in which such improvements are designated to be constructed. The City agrees to use its best efforts to collect revenues, issue bonds, and appropriate funds as may be required to finance such improvements.

ARTICLE V

AUTHORITY; COVENANTS

5.1 Actions. The City covenants to the Developer and agrees that upon application of the Developer, the City will use its best efforts to the extent permitted by law to take such actions as may be required and necessary to process any application for amendments to the Zoning Ordinance that may be necessary or proper in order to insure the development of the Property and the Project.

5.2 Powers.

a) The City hereby represents and warrants to Developer that the City has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, is enforceable in accordance with its terms and provisions and does not require the consent of any other governmental authority.

b) The Developer hereby represents and warrant to the City that Developer has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing have been or will be duly and validly authorized and approved by all necessary actions of Developer. Concurrently with Developer's execution of this Agreement, Developer has delivered to the City copies of the resolution or other corporate actions authorizing the execution of this Agreement and evidencing the authority of the persons signing this Agreement on behalf of Developer to do so. Accordingly, this Agreement constitutes the legal, valid and binding obligation of Developer, and is enforceable in accordance with its terms and provisions.

5.3 Authorized parties. Whenever the provisions of this Agreement and other related documents and instruments or any supplemental agreements, any request, demand

approval, notice or consent of the City or Developer is required, or the City or Developer is required to agree or to take some action at the request of the other, such request, demand, approval, notice or consent, or agreement shall be given for the City unless otherwise provided herein by the City Manager or his designee and for Developer by any officer of Developer so authorized (and, in any event, the officers executing this Agreement are so authorized); and any party shall be authorized to act on any such request, demand, approval, notice or consent, or agreement.

ARTICLE VI

GENERAL PROVISIONS

6.1 Time of the essence. Time is of the essence of this Agreement. The parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

6.2 Default.

a) A party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violate any of its representations contained in this Agreement.

b) 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 alleged to have failed to perform of 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 30 days of the receipt of such notice, subject, however, to the terms and provisions of Section 6.3(c). Upon a breach of this Agreement, the non-defaulting Party, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance, or both. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section 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 non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the Parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other Party.

c) Notwithstanding anything in this Agreement which is or may appear to be to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include, without limitation,

pending or threatened litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather condition [such as, by way of illustration and not limitation, sever rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts) the time for such performance shall be extended by the amount of time of such delay. The Party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven days after the claiming Party becomes aware of the same, and if the claiming Party fails to so notify the other Party of the occurrence of a "force majeure" event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Section.

6.3 Personal liability of public officials. To the extent permitted by State law, no public official or employee shall be personally responsible for any liability arising under or growing out of this Agreement.

6.4 Liability of the Developer, its successors and assignees. Any obligation or liability of the Developer whatsoever that may arise at anytime under this Agreement or any obligation or liability which may be incurred by the Developer pursuant to any other instrument, transaction or undertaking contemplated hereby shall be satisfied, if at all, out of the assets of the Developer only. No obligation or liability shall be personally binding upon, nor shall resort for the enforcement thereof be had to, the property of any of partners, officers, employees, shareholders or agents of the Developer, regardless of whether such obligation or liability is in the nature of contract, tort or otherwise.

6.5 Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by rapid transmission confirmed by mailing written confirmation at substantially the same time as such rapid transmission, or personally delivered to an officer of the receiving party at the following addresses:

If to the Developer: SHS Partners, Ltd
C/O John Santasiero
Managing Partner
6115 Skyline Drive, Suite A
Houston TX 77057

If to the City: City Manager
City of Pearland
3519 Liberty Drive
Pearland, Texas 77581

With a copy to: City Attorney
City of Pearland

3519 Liberty Drive
Pearland, Texas 77581

Each party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be given when so mailed, any notice sent by rapid transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when received for by, or actually received by, an authorized officer of the City or the Developer, as the case may be.

6.6 Amendments and waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing as is approved by the City Council and the Developer. No course of dealing on the part of the City or the Developer nor any failure or delay by the City or the Developer with respect to exercising any right, power or privilege pursuant to this Agreement shall operate as a waiver thereof, except as otherwise provided in this Section.

6.7 Invalidity. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provisions of this Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable.

6.8 Successors and assigns. No party to this Agreement shall have the right to assign its rights under this Agreement or any interest herein, without first giving to the other party notice from the assignor of such assignment and acknowledgement of such assignment from the assignee.

6.9 Exhibits, titles of articles, sections and subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the parties and shall not be construed to have any effect or meaning as to the agreement between the parties hereto. Any reference herein to a section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

6.10 Applicable law. This Agreement is a contract made under and shall, be construed in accordance with and governed by the laws of the United States of America and the State of Texas and any actions concerning this Agreement shall be brought in either the Texas State District Courts of Brazoria County, Texas or the United States District Court for the Southern District of Texas.

6.11 Entire agreement. This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

6.12 Term of Agreement. The term of this Agreement shall commence on the date first written above and shall continue until the date which is the earlier of (a) the completion of the Project, the Hughes road Extension A, the Hughes road Extension B, and the final payment from the City to the Developer pursuant to Section 4.4(c); (b) December 31, 2046.

6.13 No waiver of City standards. Except as may be specifically provided in this Agreement, the City does not waive or grant any exemption to the Property or the Developer with respect to City regulations or ordinances, including without limitation platting, permitting or similar provisions.

6.14 Approval by the parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the parties, the parties agree that such approval or consent shall not be reasonably withheld or delayed.

6.15 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

6.16 Interpretation. This Agreement has been jointly negotiated by the parties and shall not be construed against a party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.



CITY
CITY OF PEARLAND, TEXAS, a home
rule municipality

By: *Don Reed*
Mayor

ATTEST

Young Lorfine
Young Lorfine, City Secretary
(SEAL)

COUNTERSIGNED

Bill Eisen
Bill Eisen, City Manager
Date Countersigned: 3.28.2006

APPROVED AS TO FORM:

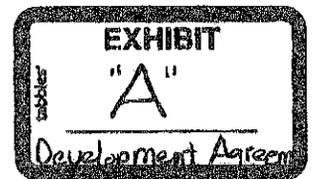
Darin Coker
Darin Coker, City Attorney
Date: 3-30-06

DEVELOPER:

SHS Partners, Ltd.

By: *John Santasiere*
Managing Partner
JOHN SANTASIERE

METES AND BOUNDS DESCRIPTION
FOR A 663.1 ACRE TRACT OF LAND
IN THE T. J. GREEN SURVEY, ABSTRACT No. 290
HARRIS COUNTY, TEXAS



Being a 643.1 acre tract of land, out of the T. J. Green Survey, Abstract No. 290, Harris County, Texas; being all of that certain called 663.1 acres of land, same being Lots 1 thru 103 and Lots 108 thru 122 in the Allison Richey Gulf Coast Home Company Subdivision, recorded in Volume 4, Page 48 in the Map Records of Harris County, Texas; said 643.1 acre tract of land, being more particularly described by metes and bounds as follows;

Commencing at the East corner of said Allison-Richey Gulf Coast Home Company Subdivision, same being at the intersection of the Southwest line of the E. M. House Survey, Abstract 1075, and the Northeast line of the T. J. Green Survey, Abstract 290 with the Northwest line of the W. D. C. Hall Survey, Abstract 23 and the Southeast line of the T. J. Green Survey, Abstract 290;

THENCE North 45°00'00" West, with the Northeast line of the T. J. Green Survey, Abstract 290 and the Southwest line of the E. M. House Survey, Abstract 1075, a called distance of 660 feet to the POINT OF BEGINNING of the herein described tract;

THENCE North 45°00'00" West, with the Northeast line of the T. J. Green Survey, Abstract 290 and the Southwest line of the E. M. House Survey, Abstract 1075, a called distance of 5078.30 feet to a point for the North corner of said Allison-Richey Gulf Coast Home Company Subdivision, same being the Southwest corner of the E. M. House Survey, Abstract 1075, the North corner of the T. J. Green Survey, Abstract 290, and the East corner of the D. H. M. Hunter Survey, Abstract 36;

THENCE South 44°30'00" West, with the Northwest line of said Allison-Richey Gulf Coast Home Company Subdivision, same being the Southeast line of the D. H. M. Hunter Survey, Abstract 36 and the Northwest line of the T. J. Green Survey, Abstract 290, a called distance of 3983.40 feet to a point in the centerline of Clear Creek;

THENCE Southeast, with the meanders of the centerline of Clear Creek to a point on the Southeast line of said Allison-Richey Gulf Coast Home Company Subdivision, same being the Northwest line of the W. D. C. Hall Survey, Abstract 23 and the Southeast line of T. J. Green Survey, Abstract 290;

Page Two
643.1 Acres

THENCE North 46°20'00" East, with the Southeast line of the Allison-Richey Gulf Coast Home Company Subdivision, same being the Southeast line of said T. J. Green Survey, Abstract 290 and the Northwest line of the W. D. C. Hall Survey, Abstract 23, a called distance of 6634 feet to a point for the East corner of Lot 108, and the South corner of Lot 107 of said Allison-Richey Gulf Coast Home Company Subdivision;

THENCE North 45°00'00" West, with the common line of said Lots 107 and 108, a called distance of 660 feet to a point for the common corner of Lots 90, 91, 107 and 108 of said Allison-Richey Gulf Coast Home Company Subdivision;

THENCE North 46°20'00" East with the Southeast lines of Lots 87 thru 90 and the Northwest line of Lots 104 thru 107 of said Allison-Richey Gulf Coast Home Company Subdivision, a called distance of 1320 feet to the PLACE OF BEGINNING; containing 643.1 acres of land, more or less.

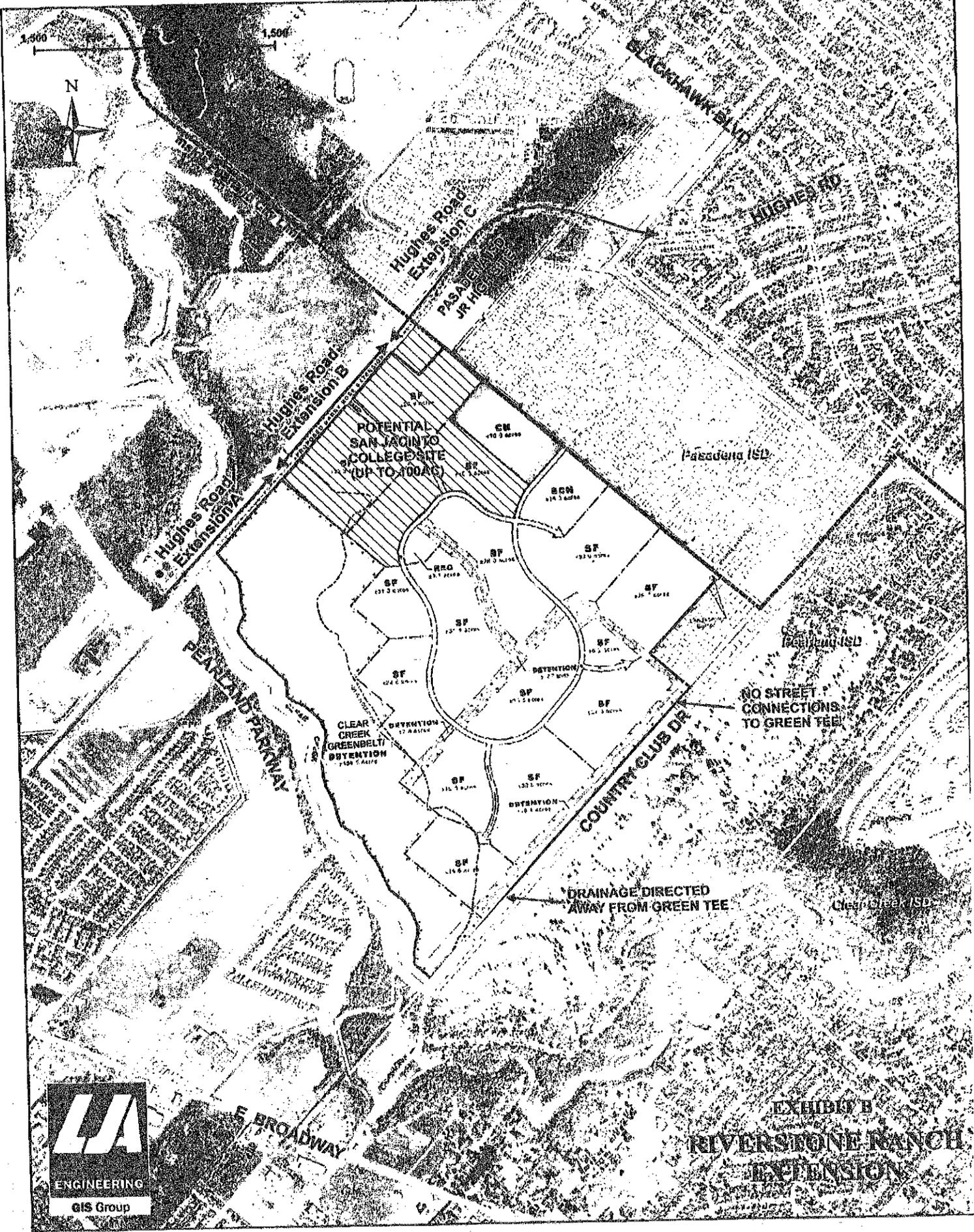
Note: This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation of reconfiguration of the boundary of the political subdivision for which it was prepared.

DANNENBAUM ENGINEERING CORPORATION
Consulting Engineers

3595.02/dml
643.1 Acres



David M. Layman
3/20/06



**EXHIBIT B
RIVERSTONE RANCH
EXTENSION**

New Business Item No. 7

7. **CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2013-138** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES ASSOCIATED WITH THE 2ND DRAINAGE OUTFALL DESIGN FOR MCHARD ROAD. *Mr. Bill Eisen, City Manager.*

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

AGENDA OF: Aug. 26, 2013	ITEM NO.: Resolution No. R2013-138
DATE SUBMITTED: Aug. 12, 2013	DEPT. OF ORIGIN: Projects
PREPARED BY: Trent Epperson	PRESENTOR: Bill Eisen
REVIEWED BY: Mike Hodge	REVIEW DATE: August 29, 2013
SUBJECT: MUD4, McHard Road 2nd Outfall- Design	
EXHIBITS: R2013-138; A - Huitt Zollars Engineering Design Proposal	
FUNDING: <input type="checkbox"/> Grant <input type="checkbox"/> Developer/Other <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Bonds To Be Sold <input type="checkbox"/> Bonds- Sold <input type="checkbox"/> L/P – Sold <input type="checkbox"/> L/P – To Be Sold	
EXPENDITURE REQUIRED: \$61,600 AMOUNT BUDGETED: \$484,000 AMOUNT AVAILABLE: \$484,000 PROJECT NO.: DR1402 ACCOUNT NO.: 302-0000-565-01-00 ADDITIONAL APPROPRIATION REQUIRED: ACCOUNT NO.: PROJECT NO.:	
To be completed by Department: X Finance X Legal Ordinance X Resolution	

EXECUTIVE SUMMARY

BACKGROUND

In January, 2013, the City completed annexation of the Brazoria County MUD 4 District consisting of the subdivisions, The Lakes of Country Place and Country Place. At the time of annexation a small number of capital projects were either on-going or planned with funding coming from bond proceeds that the MUD sold in 2011. The City agreed to carry out these projects funding them from funds that were transferred to the City during the annexation process.

In early 2004, acting on street flooding complaints from residents, the MUD District Engineer performed a cursory review of the hydraulic gradient in the existing storm sewer trunk connecting portions of McHard Road and the subdivision to the BD4 drainage ditch A124-00-00. This study confirmed that the trunk line was adequately sized and not blocked but that runoff from McHard Road would need to be reduced to lower the hydraulic grade line within the trunk and reduce the instance of overflows backing up into the street.

Subsequently, when McHard Road was reconstructed it was raised several inches as a partial measure to alleviate flooding of the roadway. This project is the final step in reducing the instances that McHard Road will significantly pond water in larger rain events.

SCOPE OF CONTRACT/AGREEMENT

The scope of services provided includes topographic survey and minor boundary survey to establish drainage easements, if required, for the modification to the system. The preliminary phase will include preparation of a full Drainage Report, including survey, with an analysis to develop alternatives for reducing the frequency and severity of flooding and 30% plans. Design phase services will include preparation of 60% and 90% percent plans, specifications, cost estimates, calculation of hydraulic grade lines in 3 year and 100 year events, identify and coordinate mitigation of utility conflicts, and preparation of Bid Documents. Bid Phase services include preparing PS&E for publication on the City's E-Bid System, chairing the pre-Bid conference, responding to bidders' questions, preparation of addenda as required, review of bids and bidders' references, preparation of the recommendation to award letter and supply of contract documents to contractor upon award. Construction Phase services include attendance of monthly progress meetings, review and approval of contractor submittals, interpretation of drawings, conducting substantial and final completion walk-through processes and compilation of final record drawings for the work. Additional Services includes construction staking and full-time on-site representation during complex work and periodic representation during other phases.

The basic services are approximately 10.7% and the overall contract is approximately 15.4% of the of the construction estimate of \$400,000.

BID AND AWARD

N/A

SCHEDULE

Design funds are currently shown to be contained in the 2014 fiscal year CIP funding. However, these funds are already available because they were transferred from the MUD district on annexation. Therefore design phase services could begin immediately. The preliminary Design phase can be completed in as little as 15 days once survey is completed. Final Design is anticipated to require another 30 days. Bidding would require approximately 45 days.

POLICY/GOAL CONSIDERATION

Comply with City's obligations and commitments made during the annexation process and addressing regional drainage issues effectively and decisively.

CURRENT AND FUTURE CIP FUNDING /FINANCIAL IMPACTS/DEBT SERVICE

Funding for this project was obtained in funds transferred from the MUD to the City upon annexation. The total amount of funding is currently available for appropriation for design and construction during 2014.

Year	To Date	2014	2015	2016	2017	Total
Budget		\$ 484,000				\$ 484,000
Prior Expenditures						
PER						-
Land/ROW						-
Design/Survey						-
Construction						-
FF&E						-
Current Request						
Design/Survey		61,600				61,600
Future Expenditures						
PER						-
Land/ROW						-
Design/Survey						-
Construction		422,400				422,400
FF&E						-
Total Expenditures	\$ -	\$ 484,000	\$ -	\$ -	\$ -	\$ 484,000
Remaining Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Debt Sold						
Debt to Be Sold						
Annual Debt Service						

O&M IMPACT INFORMATION

No significant O&M impact is anticipated.

Year	2013	2014	2015	2016	2017
Operation and Maintenance Costs					

RECOMMENDED ACTION

Staff recommends that Council approve the proposal for Design Services from Huitt Zollars in the amount of \$61,600 and authorize the City Manager to execute the contract on behalf of the City.

RESOLUTION NO. R2013-138

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES ASSOCIATED WITH THE 2ND DRAINAGE OUTFALL DESIGN FOR MCHARD ROAD.

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

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

Section 2. That the City Manager or his designee is hereby authorized to execute and the City Secretary to attest a contract for professional services associated with the 2ND drainage outfall design for McHard Road.

PASSED, APPROVED and ADOPTED this the _____ day of _____,
A.D., 2013.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is entered into on _____, by and between the City of Pearland ("CITY") and Huitt Zollars, Inc. ("CONSULTANT").

The CITY engages the CONSULTANT to perform professional services for a project known and described as McHard Road Drainage Improvements at Country Place Subdivision ("PROJECT"). (Project # BC4002)

SECTION I - SERVICES OF THE CONSULTANT

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

- A. The CONSULTANT shall provide engineering and surveying services for McHard Road Drainage Improvements at Country Place Subdivision. 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 Final Design Phase will end within 30 calendar days.

SECTION III - CONSULTANT'S COMPENSATION

- A. **The method of payment for this CONTRACT is the following:**
1. **Lump Sum** for Preliminary Design Phase Services \$15,000.00, Design Phase Services \$19,000.00, Bid Phase Services \$3,600.00, Construction Phase Services \$5,000.00, Survey \$7,500.00.
 2. **Hourly, Not to Exceed** for Construction Control Staking \$1,500.00 and Project Representation During Construction \$8,000.00 Total services Lump Sum and Hourly shall not
 3. **Reimbursable** expenses amount is proposed as \$2,000.00.
- Total compensation for the services performed shall **not exceed \$61,600.00.**
- B. The CITY shall pay the CONSULTANT in installments based upon monthly progress reports and detailed invoices submitted by the CONSULTANT subject to the following limitations:
4. Prior to approval of the preliminary design **30% plans**, payments to the CONSULTANT shall not exceed **30%** of the total CONTRACT amount.

5. Prior to approval of the final design documents, payments to the CONSULTANTS shall not exceed **60%** of the total CONTRACT amount. The final approval and payment will be made within a reasonable period of time regardless of the project construction schedule.
 6. If the scope of work of this CONTRACT includes the preparation of studies, design concepts, or other investigations, progress payments shall not exceed **90%** of the total CONTRACT amount prior to submittal of the final report deliverables.
- 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 1500 South Dairy Ashford, Houston, Texas 77077. Immediately after receiving such written notice, the CONSULTANT shall discontinue providing the services under this CONTRACT.
- B. If this CONTRACT is terminated, CONSULTANT shall deliver to the CITY all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by the CONSULTANT under the CONTRACT, entirely or partially completed, together with all unused materials supplied by the CITY on or before the 15th day following termination of the CONTRACT.

- C. In the event of such termination, the CONSULTANT shall be paid for services performed prior to receipt of the written notice of termination. The CITY shall make final payment within sixty (60) days after the CONSULTANT has delivered to the CITY a detailed invoice for services rendered and the documents or work product generated by the CONSULTANT under the CONTRACT.
- D. If the remuneration scheduled under this contract is based upon a fixed fee or definitely ascertainable sum, the portion of such sum payable shall be proportionate to the percentage of services completed by the CONSULTANT based upon the scope of work.
- E. In the event this CONTRACT is terminated, the CITY shall have the option of completing the work, or entering into a CONTRACT with another party for the completion of the work.
- F. If the CITY terminates this CONTRACT for cause and/or if the CONSULTANT breaches any provision of this CONTRACT, then the CITY shall have all rights and remedies in law and/or equity against CONSULTANT. Venue for any action or dispute arising out of or relating to this CONTRACT shall be in Brazoria County, Texas. The laws of the State of Texas shall govern the terms of this CONTRACT. The prevailing party in the action shall be entitled to recover its actual damages with interest, attorney's fees, costs and expenses incurred in connection with the dispute and/or action. CONSULTANT and CITY desire an expeditious means to resolve any disputes that may arise between under this CONTRACT. To accomplish this, the parties agree to mediation as follows: If a dispute arises out of or relates to this CONTRACT, or the breach thereof, and if the dispute cannot be settled through negotiation, then the parties agree first to try in good faith, and before pursuing any legal remedies, to settle the dispute by mediation of a third party who will be selected by agreement of the parties.

SECTION VI – ENTIRE AGREEMENT

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

SECTION VII – COVENANT AGAINST CONTINGENT FEES

The CONSULTANT affirms that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT to solicit or secure this CONTRACT, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the CONTRACT. For

breach or violation of this clause, the CITY may terminate this CONTRACT without liability, and in its discretion, may deduct from the CONTRACT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee that has been paid.

SECTION VIII- SUCCESSORS AND ASSIGNS

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

The parties have executed this CONTRACT this _____ day of _____, 2013.

CITY OF PEARLAND, TEXAS

CONSULTANT

August 9, 2013

City of Pearland
3519 Liberty Drive
Pearland, Texas 77581

Attention: Mr. Skipper Jones

Reference: Proposal for Professional Services for McHard Road Drainage Improvements at Country Place Subdivision in Pearland, Texas

Huitt-Zollars, Inc. (Engineer) is pleased to present our revised proposal for engineering and surveying services to City of Pearland (Client) for the McHard Road Drainage Improvements at Country Place Subdivision (Project). Our proposal is based on the following Scope of Services, Compensation, Schedule and the Terms and Conditions in the City's Standard Engineering Agreement.

Project Understanding

The proposed improvements will divert golf course storm water runoff away from the McHard Road drainage system that flows in a southerly direction. The storm water runoff will be conveyed through a series of storm sewer pipes and existing detention ponds that are located along the north side of McHard Road within the Lakes at Country Place Subdivision. The area of the golf course for which the diversion of storm water runoff will be diverted is located northwest of the intersection of McHard Road and Country Place Boulevard (Exhibit A).

SCOPE OF SERVICES:

Basic Services

1.0 Preliminary Design Phase Services

1. Attend Design Kick-off meeting with City to review City's objectives
 - a. Refine, define, and agree on project scope and limits
2. Review adjacent projects, current and future, to identify any interplay or impact to or from subject project
 - a. Identify any requirements stemming from this relationship if it exists
3. Identify existing data sources and resources currently held by the City and make arrangements to obtain this information
4. Identify any gaps in this data and make arrangements to supplement through other sources, specifically:
 - a. Surveys
 - b. Geotechnical
 - c. Environmental
5. Prepare and submit preliminary Drainage Report consisting of, but not limited to :
 - a. Develop overall drainage area(s) for the study and provide exhibits
 - b. Develop sub-drainage areas including
 - c. Develop the 1 percent (100 yr) and the 33 percent (3 yr) exceedance probabilities for the drainage areas
 - d. Calculate the percent impervious/ discharge coefficients
 - e. Calculate time of concentrations
 - f. Develop flow rates for each system within the study area

- g. Analyze alternatives to reduce frequency and severity of flooding in the adjoining areas
- h. Develop starting collection system flow line elevations and tailwater elevations
- i. Compile top of pavement and curb elevations and determine inlet sizes and storm sewer pipe sizes
- j. Prepare and submit for review and comment 30% plans and proposed specifications

2.0 Design Phase Services

1. Incorporate review comments and revisions into preparation of 60% and eventually 90% plans and Spec's including, but not limited to:
 - a. Calculate hydraulic grade lines within the system for the 3 year event (33%) and design for the 100 yr (1%) event with overland flow
 - b. Prepare trunk and branch line system plan and profiles for pipe and associated ditches
 - c. Identify utility conflicts with private and other public utilities, submit plans to all affected entities and organize and chair a Utility Relocation Conference to coordinate relocation schedule and efforts
 - d. Identify, plan for and incorporate revisions and upgrades to existing infrastructure associated with and made necessary or in conjunction with drainage objectives and work. Coordinate the work of this project with that of adjacent present and future projects
 - e. Complete designs incorporating City's review comments at 60% and 90% including update of construction cost estimate
 - f. Submit plans to Private Utilities and Drainage Districts for signatures
 - g. Develop engineer's construction cost estimate for each item of work including plan quantities
 - h. Prepare bid sheet identifying each item and its planned quantity and include supplemental work items

3.0 Bid Phase Services

1. Assist City with bidding the Project.
 - a. Provide description of work for "Invitation to Bidders" document and advertisement to the Project Manager. City will arrange for advertising.
 - b. Reproduce entire Bid Documents in PDF format for upload to City's E-Bid system. and provide (2) two sets to the City [PM (1), Purchasing (1)]
 - c. Prepare agenda and Chair pre-bid meeting in conjunction with City's PM
 - d. Respond in writing to questions from bidders providing text for addenda to be published via the E-Bid system.
 - e. Create Bid Proposal on Excel Spread Sheet format compatible with E-Bid system
 - f. Attendance at the Bid Opening is optional unless specifically requested by PM
 - g. Prepare Engineer's Recommendation of Award Letter that includes the following required content:
 - i. Check for unbalanced bid amounts or other irregularities
 - ii. Insert Engineer's cost estimate in Bid Tab for comparison
 - iii. Review of contractor's financial standing and check references
 - iv. Provide an explanation of discrepancies between the Engineer's estimate and bids
 - v. Provide signed Recommendation to Award letter for inclusion in the Council action recommendation
2. Attend City Council meeting for award of Contract for Construction.
3. Produce and transmit to the selected contractor five (5) sets of Contract Documents (Plans and Project Manual) under cover letter of City's Notice of Intent to Award (NOI) ready for execution

4.0 Construction Phase Services

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

- b. Attend monthly construction progress meetings with Contractor & City of Pearland
- c. Review/approve & comment on, via ProTrak, Contractor's submittals, RFIs, Contractor Proposals, Request for Change Orders (RCO) including coordination with Construction Manager on Proposals & Change Orders
- d. Provide interpretive guidance of the requirements of the construction documents for Contractor, City and Construction Manager in resolution of problems
- e. Conduct Substantial Completion Inspection with CM or PM to:
 - i. Schedule Substantial Completion walk through to review and substantiate completion status of work
 - ii. coordinate with City or CM to generate a punch list of items requiring completion and or correction
 - iii. issue both Certificate of Substantial Completion (signed/sealed from Design Engineer) & or after 2nd walk through, Final Acceptance and Completion
- f. Issue Final Completion & Acceptance letter to City recommending acceptance & release of final payment
- g. Coordinate with contractor to receive and review redline documents (As Builts) and enter field changes into the Record Drawings
- h. Within thirty (30) days after receipt of As-Builts "Redlines" (Contractor's record of field changes to the work in line, grade & elevation) from the contractor, the Engineer shall prepare and provide to the City one (1) set of full size reproducible Record Drawings (Engineer's incorporation of contractor's As-Builts, an electronic file copy (PDF format) and an AutoCAD file (.dwg), or compatible .dxf file

Additional Services

Additional Services are those services not otherwise included as Basic Services and are provided by the Engineer as described below:

1.0 Survey

Engineer will establish survey control and conduct a topographic survey establishing the natural ground elevations, elevations of existing roadways and the location of existing utilities and line sizes. Engineer will also perform limited boundary surveying. Includes preparation of metes and bounds descriptions for storm sewer easements. Engineer will assist Client in obtaining easements from the Property Owner's Association for the proposed storm sewer improvements.

2.0 Construction Control Staking

Engineer will provide horizontal and vertical base line control for the Contractor; control staking will be provided one time only. The Contractor will be responsible for providing his own construction staking from the base line control. Engineer will provide:

- 1. Horizontal Control: Street centerline, PT's, PC's, angle points, and block corners.
- 2. Vertical Control: Three benchmarks as specified.

The control staking does not include construction staking for the Contractor. The Contractor will be responsible for providing his own construction staking.

3.0 Project Representation During Construction

Engineer will provide full-time project representation during placement of concrete, laying of pipe and backfilling operations. During all other construction activities, such as excavation, stabilization, and grading, Engineer will provide periodic observation. In providing such observations, Engineer will endeavor to protect the Client against defects and deficiencies in the work of Contractors, but does not guarantee the performance of their contracts nor assume responsibility for construction means, methods, techniques, sequence, procedures, safety precautions or programs in connection with the

construction work or work-persons, nor direct, control, coordinate, or supervise construction. The construction observation services will be sufficient to enable Engineer to furnish Certificates of Completion required by Client.

Engineer will provide copies of the weekly written reports to Client summarizing progress of the work and describing the method and manner in which the construction work was performed.

Upon completion, Engineer will provide Certificates of Completion when requested by Client.

Excluded Services

The following services are not included in this proposal:

- 1.0 Phasing of the project into two or more smaller construction packages.
- 2.0 Assistance to the Client as an expert witness in any litigation with third parties arising from the development or construction of the Project, including preparation of engineering data and reports.
- 3.0 Special investigations involving detailed consideration of operation, maintenance, and overhead expenses; preparation of rate schedules; hearings and expense statements; special feasibility studies; appraisals; evaluations; and material audits or inventories required for certification of force account construction performed by the Client.
- 4.0 Preparation of environmental statements and assistance to Client in preparing for and attending public hearings.

COMPENSATION:

- 1.0 The estimated budgets for the scope of services follow:

Preliminary Design Phase Services	\$ 15,000.00	Lump Sum
Design Phase Services	\$ 19,000.00	Lump Sum
Bid Phase Services	\$ 3,600.00	Lump Sum
Construction Phase Services	\$ 5,000.00	Lump Sum
Survey	\$ 7,500.00	Lump Sum
Construction Control Staking	\$ 1,500.00	Hourly
Project Representation During Construction	\$ 8,000.00	Hourly
	Total	\$ 59,600.00

- 2.0 In addition, a reimbursable expenses amount is proposed to cover printing, deliveries, advertisement and copies of documents requested by the Client. This amount is estimated to be \$2,000.00.
- 3.0 Total estimated project budget is \$ 61,600.00.
- 4.0 Invoices will be submitted monthly. Lump sum tasks shall be invoiced based upon percentage of work completed. Hourly tasks shall be compensated based upon the number of hours of direct work on the project at the hourly rates for each discipline in the attached Hourly Rate Sheet. Reimbursable expenses will be billed per the attached Hourly Rate Sheet.

SCHEDULE:

The schedule for completion of the Preliminary Design Phase is estimated at fifteen (15) calendar days from completion of surveying services. We anticipate completion of the Final Design Phase in thirty (30) calendar days.

Engineer's Project Manager

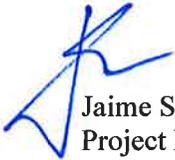
Mr. Jaime Salinas, P.E., is Huitt-Zollars, Inc.'s Project Manager for this Project. Please address all communications and correspondence to his attention.

Authorization

Should this proposal meet with your approval and acceptance, please return a City Agreement to our office. We will schedule the above services as soon as we receive your written authorization. If you have any questions, please call.

Sincerely,

HUITT-ZOLLARS, INC.



Jaime Salinas, P.E.
Project Manager
TX PE No. 93653



Gregory R. Wine, P.E., LEED AP
Senior Vice President
TX PE No. 73646

Attachments



BB 288

McHard Road

→
Diversion
of Runoff
(Proposed)

→
Exist.
Storm
Sewer
Flow

February 10, 2011



BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 4
DISTRICT PHOTO
2010

HUITZOLIARS
ENGINEERS, ARCHITECTS &
PLANNERS

HUITT-ZOLLARS

HOUSTON HOURLY RATE SHEET

Engineering/Architecture

Principal-In-Charge.	\$ 210.00
Sr. Project Manager.	\$ 180.00
Project Manager.	\$ 165.00
QA/QC Manager.	\$ 180.00
Sr. Civil Engineer.	\$ 175.00
Sr. Structural Engineer.	\$ 170.00
Sr. Mechanical Engineer.	\$ 175.00
Sr. Electrical Engineer.	\$ 175.00
Civil Engineer.	\$ 165.00
Structural Engineer.	\$ 160.00
Mechanical Engineer.	\$ 155.00
Electrical Engineer.	\$ 155.00
Plumbing Engineer.	\$ 135.00
EIT.	\$ 110.00
Sr. Architect.	\$ 155.00
Architect.	\$ 145.00
Architect Intern.	\$ 100.00
Sr. Landscape Architect.	\$ 140.00
Landscape Architect.	\$ 90.00
Landscape Architect Intern.	\$ 80.00
Sr. Planner.	\$ 170.00
Planner.	\$ 150.00
Planner Intern.	\$ 110.00
Sr. Environmental Scientist.	\$ 160.00
Environmental Scientist.	\$ 110.00
Sr. Designer.	\$ 120.00
Designer.	\$ 110.00
Sr. CADD Technician.	\$ 118.00
CADD Technician.	\$ 90.00

Survey

Survey Manager.	\$ 155.00
Sr. Project Surveyor.	\$ 130.00
Project Surveyor.	\$ 120.00
Surveyor Intern.	\$ 100.00
Survey Technician.	\$ 90.00

Survey Crews

1-Person Survey Crew.	\$ 78.00
2-Person Survey Crew.	\$ 125.00
3-Person Survey Crew.	\$ 175.00
1-Person Survey Crew-GPS.	\$ 130.00
2-Person Survey Crew-GPS.	\$ 180.00
3-Person Survey Crew-GPS.	\$ 220.00

Construction

Construction Manager.	\$ 160.00
Resident Engineer.	\$ 160.00
Resident Project Representative	\$ 90.00
Sr. Project Representative	\$ 110.00

Administrative

Sr. Project Support.	\$ 85.00
Project Support.	\$ 70.00

Reimbursable Expenses

Consultants.	Cost + 10%
Other Direct Costs	Cost + 10%
Mileage.	Standard Business Mileage Rate

New Business Item No. 8

8. **CONSIDERATION AND POSSIBLE ACTION – REGARDING THE CITY
MANAGER’S SELECTION PROCESS.** *City Council.*

New Business Item No. 9

9. **CONSIDERATION AND POSSIBLE ACTION – REGARDING APPOINTMENTS TO THE VARIOUS BOARDS AND COMMISSIONS.**
City Council.